

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, APRIL 18, 2022
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY MAYOR DAVID PLYLER**
- A. 3. INVOCATION BY MAYOR DAVID PLYLER**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 21, 2022 AND THE REGULAR CITY COUNCIL MEETING OF APRIL 4, 2022.**

Citizen Comments

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

Consent Agenda

- C. 1. CONSENT AGENDA**
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately
- C. 2. CONSENT AGENDA**
Double Asterisked (**) items are considered to be routine and will be enacted in one motion, subject to staff review letter, without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Public Hearing

- D. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6472**
Extending the Corporate Limits of the City of Sherman so as to Annex an Area of Land Consisting of Approximately 113.414 acres Generally Located South of the Intersection of FM 1417 Ext and E. Lamar St, 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

D. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6473

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the M-H (Manufactured Housing) District, located at 2708 East Lamar Street, being Tract 1: 55.272 acres in the A. Burleson Survey, Abstract No. 61 and Tract 2: 57.070 acres in the A. Burleson Survey, Abstract No. 61 (Ventura Verde, LLC, Owner; Marley Phillips, Applicant, Bowman, Consulting Firm; Underwood Drafting and Surveying, Surveyor, and NBS Drafting and Design, Draftsman); Providing for a Penalty not to Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6474

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the C-2 (General Commercial) District, located at 4600 and 4608 West Houston, being 5.003 acres in the Elizabeth Jones Survey, Abstract No 625, also being all of Lot 3C, Block One of the Replat of Lot 3, Block One of Seasons West Addition, and all of Lot 5, Block One, of the Amended Plat of Seasons West Addition (Westar Investments, LLC, Owner; Henry Marroquin, Representative; Helvey-Wagner Surveying, Inc., Surveyor); Providing for a Penalty not to Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6475

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to allow a Recreational Vehicle Resort (Travel Trailer Park) in a C-2 (General Commercial) District/ O-1 (75 & 82) Overlay District in the 2500-2700 Blocks East Highway 82, being 19.172 acres in the Samuel McGlothlin Survey, Abstract No. 811 (BR Estates at Hwy 82, LLC, Owner; MCF Investments, LLC, Prospective Buyer; and Copley Land Surveying, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed \$2,000.00

Close Public Hearing and Consider Adoption of Ordinances

D. 5. ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6472, 6473, 6474 & 6475

Resolutions

E. 1. RESOLUTION NO. 6872

Authorizing Execution of a Professional Services Agreement with Halff Associates, Inc. for Right-Of-Way Acquisition Assistance

E. 2. RESOLUTION NO. 6873

Finding and Determining the Qualifications for a Tax Increment Reinvestment Zone; Initiating the Formation of the Tax Increment Reinvestment Zone #8

E. 3. RESOLUTION NO. 6874

Finding and Determining the Qualifications for a Tax Increment Reinvestment Zone; Initiating the Formation of the Tax Increment Reinvestment Zone #9

E. 4. * RESOLUTION NO. 6875

Awarding a Bid to and Authorizing Execution of a Contract with Ferguson Enterprises, LLC for the Annual Supply of Water and Sewer Maintenance Parts and Supplies

E. 5. * RESOLUTION NO. 6876

Authorizing the Purchase of a New John Deere Tractor from United Ag & Turf for the Street Maintenance Department through Sourcewell

E. 6. * *RESOLUTION NO. 6877*

Authorizing the Purchase of a New Petersen TL3 Loader from Freightliner of Austin for the Solid Waste Department through TIPS

Other Business

F. 1. OTHER BUSINESS

Replat approval Seasons West Addition, Phase Four, being a Replat of Lot 5, Block One, Amended Plat of Seasons West Addition, Phase One and Lot 3C, Block One, Repat of Lot 3, Block One of Seasons West Addition, being 5.003 acres in the Elizabeth Jones Survey, Abstract No 625, also being all of Lot 3C, Block One of the Replat of Lot 3, Block One of Seasons West Addition, and all of Lot 5, Block One, of the Amended Plat of Seasons West Addition; Westar Investments, LLC, Owner; Henry Marroquin, Representative; and Helvey-Wagner Surveying, Inc., Surveyor (4600 and 4608 West Houston Street)

F. 2. OTHER BUSINESS

Receive an Update on the Wastewater Treatment Plant Condition Assessment Results

F. 3. OTHER BUSINESS

Receive Quarterly Progress Report from Sherman Economic Development Corporation President Kent Sharp

F. 4. * OTHER BUSINESS

Approve Quarterly Investment Report for Quarter Ended March 31, 2022

F. 5. * OTHER BUSINESS

Consider Request of the Sherman ISD Police Department to Temporarily Close Certain Streets for the Shattered Dreams event on Friday, April 29, 2022

F. 6. ** OTHER BUSINESS

Replat approval of Lots 1 thru 4, Block 1, of Las Casitas Addition, being 0.826 acres in the J.B. McAnair Survey, Abstract No. 763, and being all of Lots 1 thru 4, Block 1, Las Casitas Addition; Roberto Meraz, Owner; Lisseth Lara, Representative and Helvey-Wagner Surveying, Inc., Surveyor (600 Block North Frisco Road)

F. 7. ** OTHER BUSINESS

Replat approval of Tuck Street, Second Addition, Being a replat of part of Lots 1, 2, and 3, Block 4 Mildred Heights Addition and being 0.321 acres and being part of Lots 1, 2 and 3, Block 4, Mildred Heights Addition; Evolution Realty LLC, Owner; Jacob Craft, Representative; SIAS Drafting & Design, Drafting and Design; and Copley Land Surveying, Surveyor (1321 and 1327 East Tuck Street)

F. 8. ** OTHER BUSINESS

Final plat approval of the Dixon Addition in the City of Sherman's Extraterritorial Jurisdiction (ETJ), being 11.445 acres in the Aaron Burleson Survey, Abstract No. 61; Karen and Billy Dixon, Owners; and Copley Land Surveying, Surveyor (371 Mitchell Road)

F. 9. ** OTHER BUSINESS

Final plat approval of the Rhodes Addition in the City of Sherman's Extraterritorial Jurisdiction (ETJ), being 10.048 acres and being part of the William Watkins Survey, Abstract No. 1325, and being all of 5.00-acre Tract 34 and a 5.00 acre Tract 34; Tommie and Tammy Rhodes, Owners; and Copley Land Surveying, Surveyor (415 Valley Ranch Road)

F. 10. ** OTHER BUSINESS

Replat approval of Lots 4 & 5, Block 1, R. E. Shannon Second Addition, being 0.624 Acres in the J.B McAnair Survey, abstract No. 763, also being all of Lots 4 and 5, Block 1, of R.E. Shannon Second Addition; Robert and Kellie LaPrelle, Owner and Helvey-Wagner Surveying, Inc., Surveyor (403 West Belden Street)

F. 11. ** OTHER BUSINESS

Replat approval of Brogan's Addition, being a Replat of Lots 7 and 8, and the North One-Half of Lot 9, Block 33 of the Replat of College Park Addition, being 0.454 acres in the G.B. Pilant Survey, Abstract 963, also being all of Lots 7 and 8, and the North One-Half of Lot 9, Block 33, of the Replat of College Park Addition; Brogan H. Vickrey, Owner and Helvey-Wagner Surveying, Inc., Surveyor (214 North Harrison Avenue)

F. 12. ** OTHER BUSINESS

Final plat approval of Alvarado-Vela Addition, being 0.859 acres in the Robert Thompson Survey, Abstract 1200; Ricci Alvarado, Owner and Underwood Drafting and Surveying, Surveyor (2400 South First Street)

F. 13. ** OTHER BUSINESS

Replat approval of Lot 51 and the North 30' of Belmont Addition, being 0.241 acres in the Charles Carter Survey, Abstract 229, also being all of Lot 51 and the North 30' of Belmont Addition; Jose Antonio Menjivar, Owner and Helvey-Wagner Surveying, Inc., Surveyor (511 North Burdette Avenue)

F. 14. ** OTHER BUSINESS

Replat approval for Nguyen's Addition, a Replat of part of Lot 4, Block 1 of Dr. J.H. Carraway Subdivision, being 0.54 acres, and being Part of Lot 4, Block 1 of the Dr. J.H. Carraway Subdivision; Ameristate Bank, Owner; Ron Westervelt, Representative; and Underwood Drafting and Surveying, Surveyor (702 East Lamberth Road)

G. COUNCIL COMMENTS

Executive Session

H. 1. EXECUTIVE SESSION

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

Tex. Gov't Code § 551.071	Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.
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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.
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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) Shepherd's Place (b) Project Boston (c) Sherman Hospital Project
Tex. Gov't Code § 551.089	Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

The Council reconvenes into General Session

I. 1. OPEN MEETING

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

J. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on April 14, 2022 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 14th day of April, 2022.
City of Sherman, Texas

City Clerk

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

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

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

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

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

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

Mayor

David Plyler

Deputy Mayor

Pamela L. Howeth

Council Members

Henry Marroquin, Council-At-Large, PL #1
Juston Dobbs, 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 Regular Meeting

A. 4.

Meeting Date: 04/18/2022

Approved By: Robby Hefton, City Manager

Caption:

**APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 21, 2022
AND THE REGULAR CITY COUNCIL MEETING OF APRIL 4, 2022.**

Attachments

March 21, 2022

Sherman Hospital

April 4, 2022

STATE OF TEXAS §

March 21, 2022

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 March 21, 2022.

MEMBERS ABSENT: NONE.

CALL TO ORDER

APPROVE MINUTES

CITIZEN'S COMMENTS

CONSENT AGENDA

CONSENT AGENDA.

**PUBLIC HEARING
TAX EQUITY &
FISCAL
RESPONSIBILITY**

Robby Hefton, City Manager, explained that six items on the agenda deal with the proposed hospital. He wanted to give an overview of what these items did.

The first item, D-1, is a public hearing on the Tax Equity and Fiscal Responsibility Act, which is a Federal law that requires that any municipalities for which these private activity bonds are issued, must have the approval of the municipality, and must have a public hearing to allow the public to speak to the issue.

Item E-2, is Resolution 6859, and is an amended and restated Master Development Agreement, among the City, Crossroads Hospital Development, IVY P3 Group, and CFP Sherman. The Master Development Agreement was approved by the Council about a year ago. This amendment clarifies the roles of each of the parties as the project is about to enter the construction phase.

It also identifies IVY as the Project Manager and defines those rolls in each phase, including the pre-development phase, construction phase, and the operations phase of the project. It also clarifies the role of Crossroads Hospital Development to be the “development consultant.”

Item E-3, is Resolution 6860, and is the second amended and restated Predevelopment Loan Agreement. The original agreement was approved by the Council about a year ago. It established the timeframes under which the pre-development activities would occur, it established a budget, and established parties to the contract.

It also extends the term of the contract to July 31, 2022 from April 30, 2022, to allow more time to complete legal work and take the bonds to market. It also increases the pre-development budget, which will not affect the City’s participation, but “reshuffles the deck” on how the in-kind contributions are allocated.

Mr. Hefton said, as the project progressed, it was determined that they really needed the entire 16.8 acre site and not just 12 acres. This also changes the name of one of the parties. In the original contract IVY was know as IHG (IVY Hotel Group), and they are now incorporated as IVY P3 Group.

Item E-4, is Resolution 6861, and is related to the public hearing and is the City authorizing the issuance of up to \$300 million in Revenue Bonds, or private activity bonds, which will be tax exempt.

The law requires that the City, in which the private activity bonds are issued, must approve the issuance. These bonds will be used to fund the hospital and equipment, fund the working capital reserves and debt reserves, and fund the capitalized interest. The Council must approve this before they can take the next step.

Item E-5, is Resolution 6862, which is the Replenishment Agreement for the Series 2022C bonds. These bonds will be “backstopped” by the City. It will not be the debt of the City, nor will it be debt service that the City is responsible for. This is the

City ensuring that the bond reserve fund on the Series C bonds stays at the level of the bond covenant.

If the bond reserve fund, at any time, “dips” below the set amount, then the City would be called on to replenish that. Then when the hospital is able, those funds would be reimbursed to the City. The City would only be a backstop in case all of the reserves, and the other steps, are used first. He said there is no escalation clause, and it is subject to annual appropriations.

He said the replenishment commitment is very serious. The staff did not feel that it would ever come into play, but if it did, there could be serious consequences, if the Council then decided not to replenish. It could significantly hurt the City’s bond rating.

Item E-6, is Resolution 6863, and is the Public Private Partnership Agreement between the City, CFP Sherman Hospital, and Community Hospital Corporation (operator). This agreement sets the responsibilities of each party in the pre-development, construction, and operations phases of the project.

He reiterated that the City is not building anything, this is not a City of Sherman hospital, it's not funded by the City, it's not managed by the City, and it's not operated by the City. The City is a beneficiary of the non-profit, 501c3 entity that will be building and operating the facility.

Mr. Hefton said CHC will be the hospital operator, but this agreement sets forth details about things such as the acquisition of land, whose responsibility it is, construction and operation of the hospital, financing, underwriting, economic support for improvements, and management and construction of the facility.

No citizens appeared before the City Council to discuss the Tax Equity and Fiscal Responsibility Act, during the public hearing.

Mayor Plyler introduced Ordinance No. 6460 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A SMOKE/VAPE SHOP IN A C-1 (RETAIL BUSINESS) DISTRICT/ O-1 (75 & 82) OVERLAY DISTRICT AT 2916 NORTH HIGHWAY 75 SUITE 110, BEING LOT 4 OF SHAFER PLAZA (TAVA PROPERTIES LLC, OWNER; INFINITY AND BEYOND, TENANT; NOUMAN MUHAMMAD, REPRESENTATIVE; AND SANDS SURVEYING CORPORATION, SURVEYOR) PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6460
SUP FOR SMOKE/
VAPE SHOP
(2916 N. HWY 75,
SUITE 110)

Rob Ray, Director of Development Services, said this Specific Use Permit would allow a smoke/vape shop in a C-1 District. The shop would be located in Shafer Plaza and would have Hwy 75 frontage.

COUNCIL MINUTES – MARCH 21, 2022

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

Nouman Muhammad, 2916 N. Highway, #110

Mr. Muhammad is a Partner with Infinity and Beyond, and was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6460.

Mayor Plyler introduced Ordinance No. 6461 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A COMMERCIAL AMUSEMENT CENTER (BINGO HALL) IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 1729 TEXOMA PARKWAY, BEING 5.341 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 (EISENHOWER TEXOMA LTD, OWNER; AND JOHN MUNSON, REPRESENTATIVE) PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6461
SUP FOR
BINGO HALL
(1729 TEXOMA PKWY)

Mr. Rae said the applicant has requested a Specific Use Permit to operate a Bingo Parlor in a C-2 District. The Planning and Zoning Commission recommended approval of the Specific Use Permit.

John Munson, 2402 W. Morton, Denison

Mr. Munson appeared representing Eisenhower Texoma LTD, owner of the property. He said the new Veterans Referral Center is also located on the south end of the same building.

Cynthia Robertson, 1131 W. Bullock, Denison

Ms. Robertson appeared representing the VFW Auxiliary, and said this would move their Bingo Hall to a different location.

No other citizens appeared before the City Council to discuss Ordinance No. 6461.

Mayor Plyler introduced Ordinance No. 6462 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A SELF STORAGE FACILITY IN A C-1 (RETAIL BUSINESS) DISTRICT AT 2450 NORTH TRAVIS STREET, BEING 3.03 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 (SHAWN MacDONALD, OWNER; RICHARD STRAUB, REPRESENTATIVE; BACA ARCHITECTURE, ARCHITECT; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR) PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6462
SUP FOR
SELF STORAGE
(2450 N. TRAVIS ST)

COUNCIL MINUTES – MARCH 21, 2022

Mr. Rae said this Specific Use Permit would allow self-storage in a C-1 District. Five Star Storage has their main storage office on the east side of Travis Street, across from this site. This would be a second location with additional storage.

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

No citizens appeared before the City Council to discuss Ordinance No. 6462.

Mayor Plyler introduced Ordinance No. 6463 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 1410 WEST HOUSTON STREET, BEING LOT 1, BLOCK 3 OF THE REPLAT OF LOTS 1, 2, 3, 4 AND THE NORTH 15 FT. OF LOT 5, BLOCK 3 OF ELLIOTT'S GRAY'S HILL ADDITION (LAUREL ACRES, LTD, OWNER; JONATHAN HALLFORD, DESTINY'S HEATING AND AIR, TENANT; AND JERRY MONTGOMERY, SURVEYOR); PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6463
ZONE CHANGE
(1410 W. HOUSTON ST)

Mr. Rae said this item was for a zone change from a C-1 District to a C-2 District, so the owner of the property can have a HVAC contractor's office, with no outside storage.

The Planning and Zoning Commission recommended approval of the Zone Change.

Jonathan Hallford, 1410 W. Houston

Mr. Hallford, Destiny's Heating and Air, is the proposed tenant, and was available to answer any questions the Council might have. No other citizens appeared before the City Council to discuss Ordinance No. 6463.

Mayor Plyler introduced Ordinance No. 6464 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT, LOCATED AT 1530 TEXOMA PARKWAY, BEING 2.995 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 (1530 TEXOMA OZ, LLC, OWNER; BACA ARCHITECTURE, ARCHITECT; 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.

ORD 6464
ZONE CHANGE
(1530 TEXOMA PKWY)

Mr. Rae said this zone change would change zoning from a C-1 District to an R-2 District, for multi-family development. This location is the former Economy Inn.

COUNCIL MINUTES – MARCH 21, 2022

The owner is planning to convert the 60 motel rooms into 40 multi-family units. They also plan to build new structures to house 27 additional multi-family units.

The Site Plan approval from the Planning and Zoning Commission was conditional on the abandonment of East Street, which is their east and north boundary of the site.

With that condition, the Planning and Zoning Commission recommended approval of the Zone Change.

Jon Nylund, 3515 Brown Street, #109, Dallas, Texas

Mr. Nylund was the property owner, and was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6464.

Mayor Plyler introduced Ordinance No. 6465 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT, LOCATED AT 3209 TEXOMA PARKWAY, BEING 31.116 ACRES IN THE REUBEN HENDRIX SURVEY, ABSTRACT NO. 811 (SHERMAN NEC TEXOMA & 82, L.P., OWNERS; DAVID BOND, REPRESENTATIVE; SPIARS ENGINEERING, INC., ENGINEER/SURVEYOR; AND HEDK ARCHITECTS, ARCHITECT); PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6465
ZONE CHANGE
(3209 TEXOMA PKWY)

Mr. Rae said this request was for a zone change from C-2 to R-2, for a multi-family development. This is the former location of the Sher-Den Mall. The developer plans to build 726 multi-family units, in two phases.

The Planning and Zoning Commission recommended approval of the Zone Change.

David Bond, 501 President George Bush Hwy, Suite 200, Richardson, Texas

Mr. Bond appeared representing Spiars Engineering, Inc., and was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6465.

Mayor Plyler introduced Ordinance No. 6466 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT, LOCATED AT 123 SOUTH RICKETTS STREET AND 825 WEST LAMAR STREET, BEING THE PROPOSED LOT 11R OF THE REPLAT OF G.Y. GRAY'S

ORD 6466
ZONE CHANGE
(123 S. RICKETTS ST
& 825 W. LAMAR ST)

2ND ADDITION, A REPLAT OF LOTS 10, 11 AND 12, BLOCK 2, G.Y. GRAY'S 2ND ADDITION, ALSO BEING 0.230 ACRES OF THE J.B. McANAI SURVEY, ABSTRACT NO. 763 AND BEING THE SOUTH 100 FEET OF LOTS 10 AND 11, BLOCK 2, G.Y. GRAY'S 2ND ADDITION CONTAINING 0.402 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763 (HOUSE OF ELI, OWNER; TAWNI HODGE, APPLICANT; 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.

Mr. Rae said this item was for a zone change from an R-1 District to an R-2 District. The House of Eli is currently located on the corner of Ricketts and Lamar Streets. They also own the property on Lamar Street, and are replatting it into one lot. They would like to do multi-family, because they have two structures on the lot.

The Planning and Zoning Commission recommended approval of the Zone Change.

Tawni Hodge, 123 S. Ricketts

Ms. Hodge appeared representing the House of Eli, and was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6466.

Mayor Plyler asked to have the captions of Ordinance Nos. 6467, 6468, and 6469 read together.

Mayor Plyler introduced Ordinance No. 6467 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT, LOCATED AT 320 NORTH WOODS STREET, BEING 0.150 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763 AND BEING A PART OF LOT 1R, BLOCK 5, REPLAT OF LOTS 1, 2 & 3, BLOCK 5, EXSTEIN'S MAPLE ADDITION, ALSO BEING THE PROPOSED LOT 1R OF THE REPLAT OF LOTS 1R & 3R, BLOCK 5, EXSTEIN'S MAPLE ADDITION (HOUSE OF ELI, OWNER; TAWNI HODGE, APPLICANT; 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.

ORD 6467
ZONE CHANGE
(320 N. WOODS ST)

Mayor Plyler introduced Ordinance No. 6468 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT, LOCATED AT 316 AND 320 NORTH WOODS STREET, BEING 0.332 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763 AND BEING A PART OF LOT 1R AND ALL OF LOT 3R, BLOCK 5, REPLAT OF LOTS 1, 2 & 3, BLOCK 5,

ORD 6468
ZONE CHANGE
(316 & 320 N. WOODS ST)

EXSTEIN'S MAPLE ADDITION, ALSO BEING THE PROPOSED LOT 3R OF THE REPLAT OF LOTS 1R & 3R, BLOCK 5, EXSTEIN'S MAPLE ADDITION (HOUSE OF ELI, OWNER; TAWNI HODGE, APPLICANT; 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.

Mayor Plyler introduced Ordinance No. 6469 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A SECURITY OFFICE WITH LIVING QUARTERS FOR HOUSE OF ELI, LOCATED AT 316 NORTH WOODS STREET, BEING THE PROPOSED LOT 3R OF THE REPLAT OF LOTS 1R & 3R, BLOCK 5, EXSTEIN'S MAPLE ADDITION, BEING A REPLAT OF LOTS 1, 2 AND 3, BLOCK 5, EXSTEIN'S MAPLE ADDITION, ALSO BEING 0.332 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763, IN A C-1 (RETAIL BUSINESS) DISTRICT. (HOUSE OF ELI, OWNER; TAWNI HODGE, APPLICANT; AND COPLEY LAND SURVEYING, INC., SURVEYOR) PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6469
SUP FOR SECURITY
OFFICE & LIVING
QUARTERS
(316 N. WOODS ST)

Mr. Rae said these ordinances are all intertwined. Ordinance 6467 involves the rezoning of 320 North Woods into R-1, to develop a single-family dwelling; at 316 North Woods, the plan is to zone it to C-1 to allow the storage of things pertaining to the House of Eli. Ordinance 6469 is for a Specific Use Permit to allow a security office with living quarters on the lot at 316 North Woods.

The Planning and Zoning Commission recommended approval of all three ordinances, however Ordinance 6469 did have conditions for the living quarters. It limited the dwelling to 600 square feet, for the security office with living quarters, and restricted it only to the House of Eli.

Ms. Hodge was also available to answer any questions that the Council might have on these items.

No other citizens appeared before the City Council to discuss Ordinance Nos. 6467, 6468, and 6469.

The Public Hearing was closed.

TAX EQUITY AND FISCAL RESPONSIBILITY ACT PUBLIC HEARING

Council Member Teamann asked for clarification about the City's responsibilities. In the past discussions, the City had no backstop responsibility, and he felt that had shifted in the current proposed items.

PUBLIC HEARING
TAX EQUITY &
FISCAL
RESPONSIBILITY

He said originally, the City had no responsibilities other than being a benefactor, and that has changed. He said that was the first the Council has heard of it.

Mr. Hefton said that relates to Resolution 6862, which is the replenishing agreement. He said the City has never been involved in a project like this, so there is no history to relate too, and it is a unique project.

He said this is not a debt of the City and doesn't go on the City's balance sheet, and the City isn't "on the hook" for the debt. The City's responsibility relates to the replenishment of the debt reserve fund.

Between \$200 million and \$300 million in bonds will be issued. When bonds for the project are issued, they will be issued for many things, such as construction of the facility and the equipping of the facility. Other funds will be used for capitalized interest, setting up debt reserve funds, construction reserve funds, and working capital reserve funds.

The City will be the last resort to "step in" and do anything. He said, in theory, there should be no call on the City's part to replenish anything, if things go as projected.

Mr. Hefton said projects of this magnitude just don't get done without backstopping of the City. While the amount is not small, he said the incremental revenues from this project, to the City annually, will be very close to what the City would be backstopping. He said there would be "risk" to the City, but he didn't believe the risk would be great. They have also vetted how it will be structured in the bond documents.

Council Member Teamann asked if there was a change in the type of bonds issued, that required the City to go on the books. Mr. Hefton said it wasn't the type of bonds, it was what the bond underwriter was requiring. The bond underwriter says they must have the backstop.

ADOPTION OF ORDINANCES

Ordinance 6460

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A SMOKE/VAPE SHOP IN A C-1 (RETAIL BUSINESS) DISTRICT/ O-1 (75 & 82) OVERLAY DISTRICT AT 2916 NORTH HIGHWAY 75 SUITE 110, BEING LOT 4 OF SHAFER PLAZA (TAVA PROPERTIES LLC, OWNER; INFINITY AND BEYOND, TENANT; NOUMAN MUHAMMAD, REPRESENTATIVE; AND SANDS SURVEYING CORPORATION, SURVEYOR) PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6460
SUP FOR SMOKE/
VAPE SHOP
(2916 N. HWY 75,
SUITE 110)

Council Member Dobbs expressed concern about the vape shop, and asked what the Council's past experience is with this type of shop and was there anything to be concerned about.

Mr. Hefton said these shops are sometimes controversial, and are handled as a "specific use" in order for the City to retain the right

to review how the applicant is doing in regards to what they said they would do. There have been instances where some don't do what they say they will do, and the Council needs to have the ability to not renew their Specific Use Permit.

He verified that the current request is for an "open-ended" SUP, however the Council could put conditions on the request that would bind the applicant.

He said there have been issues in the past with these types of shops and there have been other shops that have done what they said they would do.

Council Member Teamann said there was another request several months ago for a vape shop and they were also going to sell "novelty items," products that could be used with something other than tobacco, and some inappropriate-type novelty items.

Nouman Muhammad, 2916 N. Highway 75 #110

Mr. Muhammad appeared representing the request. He said the other request was for a tattoo shop that was wanting to sell other items. He said their focus was to maintain a very "high end" clientele, and to keep "the bad situation" away from their shop. He said their shop would also include compliance officers. He said the "novelty items" were very cheap items and that is not what they want to sell.

Council Member Holland asked about the signage that was used and worried about children walking by and seeing signs that encourage underage usage.

Mr. Muhammad said they would abide by the conditions of the City. He said they will not "go heavy" on advertising and already have a lot of clients that are coming to Sherman. They cater to a "high end" clientele, and run a "high end" smoke shop.

Deputy Mayor Howeth said she would feel more comfortable if the Council put a one-year limit on the Specific Use Permit, and then they returned for a renewal.

Council Member Teamann confirmed that the shop would be selling CDB oil and clothing.

Ordinance 6461

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A COMMERCIAL AMUSEMENT CENTER (BINGO HALL) IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 1729 TEXOMA PARKWAY, BEING 5.341 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 (EISENHOWER TEXOMA LTD, OWNER; AND JOHN MUNSON, REPRESENTATIVE) PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6461
SUP FOR
BINGO HALL
(1729 TEXOMA PKWY)

Ordinance 6462

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A SELF STORAGE FACILITY IN A C-1 (RETAIL BUSINESS) DISTRICT AT 2450 NORTH TRAVIS STREET, BEING 3.03 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763 (SHAWN MacDONALD, OWNER; RICHARD STRAUB, REPRESENTATIVE; BACA ARCHITECTURE, ARCHITECT; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR) PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6462
SUP FOR
SELF STORAGE
(2450 N. TRAVIS ST)

Ordinance 6463

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 1410 WEST HOUSTON STREET, BEING LOT 1, BLOCK 3 OF THE REPLAT OF LOTS 1, 2, 3, 4 AND THE NORTH 15 FT. OF LOT 5, BLOCK 3 OF ELLIOTT'S GRAY'S HILL ADDITION (LAUREL ACRES, LTD, OWNER; JONATHAN HALLFORD, DESTINY'S HEATING AND AIR, TENANT; AND JERRY MONTGOMERY, SURVEYOR); PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6463
ZONE CHANGE
(1410 W. HOUSTON ST)

Ordinance 6464

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT, LOCATED AT 1530 TEXOMA PARKWAY, BEING 2.995 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763 (1530 TEXOMA OZ, LLC, OWNER; BACA ARCHITECTURE, ARCHITECT; 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.

ORD 6464
ZONE CHANGE
(1530 TEXOMA PKWY)

Council Member Stevenson asked what conditions the Planning and Zoning Commission placed on this Specific Use Permit.

Mr. Rae said the site plan conditions were based on the fact that the abandonment of North East Street be completed. The site plan they submitted included half of the right-of-way, so it couldn't be approved without that condition. He added that the condition doesn't affect the zoning, but is additional information. Council Member Holland asked for clarification on the location.

Ordinance 6465

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT, LOCATED AT 3209 TEXOMA PARKWAY, BEING 31.116 ACRES IN THE REUBEN

ORD 6465
ZONE CHANGE
(3209 TEXOMA PKWY)

HENDRIX SURVEY, ABSTRACT NO. 811 (SHERMAN NEC TEXOMA & 82, L.P., OWNERS; DAVID BOND, REPRESENTATIVE; SPIARS ENGINEERING, INC., ENGINEER/SURVEYOR; AND HEDK ARCHITECTS, ARCHITECT); PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Ordinance 6466

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT, LOCATED AT 123 SOUTH RICKETTS STREET AND 825 WEST LAMAR STREET, BEING THE PROPOSED LOT 11R OF THE REPLAT OF G.Y. GRAY'S 2ND ADDITION, A REPLAT OF LOTS 10, 11 AND 12, BLOCK 2, G.Y. GRAY'S 2ND ADDITION, ALSO BEING 0.230 ACRES OF THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 AND BEING THE SOUTH 100 FEET OF LOTS 10 AND 11, BLOCK 2, G.Y. GRAY'S 2ND ADDITION CONTAINING 0.402 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 (HOUSE OF ELI, OWNER; TAWNI HODGE, APPLICANT; 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.

ORD 6466
ZONE CHANGE
(123 S. RICKETTS ST
& 825 W. LAMAR ST)

Council Member Teamann asked if they planned to change the use of their facility or if it would continue to be used as it had in the past.

Tawni Hodge, 123 S. Ricketts

Ms. Hodge appeared representing the request. Ms. Hodge said nothing will change with the use of the facility.

Ordinance 6467

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT, LOCATED AT 320 NORTH WOODS STREET, BEING 0.150 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 AND BEING A PART OF LOT 1R, BLOCK 5, REPLAT OF LOTS 1, 2 & 3, BLOCK 5, EXSTEIN'S MAPLE ADDITION, ALSO BEING THE PROPOSED LOT 1R OF THE REPLAT OF LOTS 1R & 3R, BLOCK 5, EXSTEIN'S MAPLE ADDITION (HOUSE OF ELI, OWNER; TAWNI HODGE, APPLICANT; 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.

ORD 6467
ZONE CHANGE
(320 N. WOODS ST)

Ordinance 6468

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT, LOCATED AT 316 AND 320 NORTH WOODS STREET, BEING 0.332 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 AND BEING A PART OF LOT 1R AND

ORD 6468
ZONE CHANGE
(316 & 320 N. WOODS
ST)

ALL OF LOT 3R, BLOCK 5, REPLAT OF LOTS 1, 2 & 3, BLOCK 5, EXSTEIN'S MAPLE ADDITION, ALSO BEING THE PROPOSED LOT 3R OF THE REPLAT OF LOTS 1R & 3R, BLOCK 5, EXSTEIN'S MAPLE ADDITION (HOUSE OF ELI, OWNER; TAWNI HODGE, APPLICANT; 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.

Ordinance 6469

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A SECURITY OFFICE WITH LIVING QUARTERS FOR HOUSE OF ELI, LOCATED AT 316 NORTH WOODS STREET, BEING THE PROPOSED LOT 3R OF THE REPLAT OF LOTS 1R & 3R, BLOCK 5, EXSTEIN'S MAPLE ADDITION, BEING A REPLAT OF LOTS 1, 2 AND 3, BLOCK 5, EXSTEIN'S MAPLE ADDITION, ALSO BEING 0.332 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763, IN A C-1 (RETAIL BUSINESS) DISTRICT. (HOUSE OF ELI, OWNER; TAWNI HODGE, APPLICANT; AND COPLEY LAND SURVEYING, INC., SURVEYOR) PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6469
SUP FOR SECURITY
OFFICE & LIVING
QUARTERS
(316 N. WOODS ST)

ACTION TAKEN.

Motion by Deputy Mayor Howeth to adopt Ordinance No. 6460, for one year, with the stipulation that they will come back then for review, and to adopt Ordinance Nos. 6461, 6462, 6463, 6464, 6465, 6466, 6467, 6468, and 6469, as presented. Second by Council Member Holland.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6858 – DETERMING THE COSTS OF PHASE ONE DISTRICT IMPROVEMENTS TO BE FINANCED BY THE BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE PLAN AND ASSESSMENT PLAN, INCLUDING PROPOSED PHASE ONE ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLL FOR PHASE ONE WITH THE CITY SECRETARY; CALLING A REGULAR MEETING AND NOTICING A PUBLIC HEARING FOR APRIL 4, 2022 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED PHASE ONE ASSESSMENT ROLL WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

A RESOLUTION OF THE CITY OF SHERMAN, TEXAS, DETERMINING THE COSTS OF PHASE ONE DISTRICT IMPROVEMENTS TO BE FINANCED BY THE BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY

RES 6858
BEL AIR VILLAGE
ASSESSMENTS

SERVICE PLAN AND ASSESSMENT PLAN, INCLUDING PROPOSED PHASE ONE ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLL FOR PHASE ONE WITH THE CITY SECRETARY; CALLING A REGULAR MEETING AND NOTICING A PUBLIC HEARING FOR APRIL 4, 2022 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN THE BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT; DIRECTING THE FILING OF THE PROPOSED PHASE ONE ASSESSMENT ROLL WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING. AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

Mr. Hefton said this is an amendment to the Public Improvement District for Bel Air Village, which has already been approved. The Public Improvement District is an instrument used by the developer to assess properties within the development, for improvements, enhancements, and similar things. The City has no participation in that, other than approval as the taxing authority.

The developer allows the assessments, and the money from the assessments goes to him to reimburse himself for the improvements made.

When the plan was first approved, building costs were very different from where they are now. When MuniCap looked at this issue, they determined that an additional assessment was available through the PID. This request is to amend the plan, to allow for an increased assessment on a per lot basis. The difference would then go to the developer. This change would allow the developer to recover more of the cost than would have been allowed in the previous agreement.

Devon Whitlock, 600 E. John Carpenter Freeway, Ste. 333, Irving
Mr. Whitlock appeared representing MuniCap, Inc., and said some of the costs of supplies have increased drastically in the past year. This agreement increases the assessment levy slightly higher for each unit.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 6858, as presented. Second by Council Member Teamann.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

Mayor Plyler asked to have the captions of Resolution Nos. 6859, 6860, 6861, 6862, and 6863 read together.

RESOLUTION NO. 6859 – APPROVING AND AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT AMONG THE CITY OF SHERMAN, TEXAS, CROSSROADS HOSPITAL DEVELOPMENT LLC, IVY P3 GROUP, LLC AND CFP SHERMAN, LLC FOR THE DEVELOPMENT,

RES 6859
AMENDED &
RESTATED MASTER
DEVELOPMENT
AGREEMENT FOR
HOSPITAL

DESIGN AND CONSTRUCTION OF AN ESTIMATED 80-BED ACUTE CARE HOSPITAL AND APPROPRIATE SITE AMENITIES SUPPORTING THE SAME WITHIN THE CITY OF SHERMAN, TEXAS
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT AMONG THE CITY OF SHERMAN, TEXAS, CROSSROADS HOSPITAL DEVELOPMENT LLC, IVY P3 GROUP, LLC AND CFP SHERMAN HOSPITAL, LLC FOR THE DEVELOPMENT, DESIGN AND CONSTRUCTION OF AN ESTIMATED 80-BED ACUTE CARE HOSPITAL AND APPROPRIATE SITE AMENITIES SUPPORTING THE SAME WITHIN THE CITY OF SHERMAN, TEXAS.

Council Member Teamann said during the time that the City has been actively pursuing this hospital, they have never talked about the City “backstopping” the project. He felt this was a substantial change, that could cost the citizens \$40 million, if it were required to be used.

He said he was “pro hospital” and “pro this hospital,” but felt that this was such a “dynamic change” that a conversation with Council should have happened before this meeting. He said he wasn’t prepared to make this change today.

ACTION TAKEN.

Motion by Council Member Teamann to table Resolution No. 6859, so it can be discussed in depth, to fully understand what this will look like.

Mr. Hefton recommended that the Council move into Executive Session to discuss the item, prior to tabling it. Ryan Pittman, City Attorney, said it was listed on the Executive Session agenda, for discussion.

Deputy Mayor Howeth said the Council has discussed this issue several meetings ago, possibly in Executive Session. She said it was discussed with the Council and explained that the bond people were requiring this, and want assurance that the City is supporting that the hospital be built. She added that the chance of the City having to backstop this project is very slim, and even if they did, the money the City would be getting, would pay back the money that was spent. Worst case scenario, the City would “break even.”

Council Member Teamann said he did miss a meeting recently.

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.

EXECUTIVE SESSION

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

(A) Sherman Hospital Project

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 5:55 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:27 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

RESOLUTION NO. 6859 – APPROVING AND AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT AMONG THE CITY OF SHERMAN, TEXAS, CROSSROADS HOSPITAL DEVELOPMENT LLC, IVY P3 GROUP, LLC AND CFP SHERMAN, LLC FOR THE DEVELOPMENT, DESIGN AND CONSTRUCTION OF AN ESTIMATED 80-BED ACUTE CARE HOSPITAL AND APPROPRIATE SITE AMENITIES SUPPORTING THE SAME WITHIN THE CITY OF SHERMAN, TEXAS
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT AMONG THE CITY OF SHERMAN, TEXAS, CROSSROADS HOSPITAL DEVELOPMENT LLC, IVY P3 GROUP, LLC AND CFP SHERMAN HOSPITAL, LLC FOR THE DEVELOPMENT, DESIGN AND CONSTRUCTION OF AN ESTIMATED 80-BED ACUTE CARE HOSPITAL AND APPROPRIATE SITE AMENITIES SUPPORTING THE SAME WITHIN THE CITY OF SHERMAN, TEXAS.

ACTION TAKEN.

Council Member Teamann withdrew his motion to table Resolution No. 6859.

MOTION WITHDRAWN.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 6859, as presented. Second by Deputy Mayor Howeth.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6860 – APPROVING AND AUTHORIZING EXECUTION OF THE SECOND AMENDED AND RESTATED PREDEVELOPMENT LOAN AGREEMENT AMONG CFP SHERMAN HOSPITAL, LLC, THE CITY OF SHERMAN, TEXAS, CROSSROADS HOSPITAL DEVELOPMENT, LLC, IVY P3 GROUP, LLC, AP GULF STATES, INC., SHERMAN HOSPITAL MANAGEMENT COMPANY, LLC AND E4H ARCHITECTURE FOR THE COMMITMENT OF FUNDS FOR PREDEVELOPMENT EXPENSES RELATED FOR THE DEVELOPMENT, DESIGN AND CONSTRUCTION OF AN ESTIMATED 80-BED ACUTE CARE HOSPITAL AND APPROPRIATE SITE AMENITIES SUPPORTING THE SAME WITHIN THE CITY OF SHERMAN, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND AUTHORIZING EXECUTION OF THE SECOND AMENDED AND RESTATED PREDEVELOPMENT LOAN AGREEMENT AMONG CFP SHERMAN HOSPITAL, LLC, THE CITY OF SHERMAN, TEXAS, CROSSROADS HOSPITAL

OPEN MEETING

**RES 6859
AMENDED &
RESTATED MASTER
DEVELOPMENT
AGREEMENT FOR
HOSPITAL**

**RES 6860
SECOND AMENDED
& RESTATED
PREDEVELOPMENT
LOAN AGREEMENT
FOR HOSPITAL**

DEVELOPMENT, LLC, IVY P3 GROUP, LLC, AP GULF STATES, INC., SHERMAN HOSPITAL MANAGEMENT COMPANY LLC AND E4H ARCHITECTURE FOR THE COMMITMENT OF FUNDS FOR PREDEVELOPMENT EXPENSES RELATED FOR THE DEVELOPMENT, DESIGN AND CONSTRUCTION OF AN ESTIMATED 80-BED ACUTE CARE HOSPITAL AND APPROPRIATE SITE AMENITIES SUPPORTING THE SAME WITHIN THE CITY OF SHERMAN.

RESOLUTION NO. 6861 – AUTHORIZING THE ISSUANCE OF AN AMOUNT NOT TO EXCEED \$300,000,000 PRINCIPAL AMOUNT OF REVENUE BOND (CFP SHERMAN HOSPITAL, LLC), SERIES 2022, OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF PHOENIX, ARIZONA

RES 6861
REVENUE BONDS
FOR HOSPITAL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ISSUANCE OF AN AMOUNT NOT TO EXCEED \$300,000,000 PRINCIPAL AMOUNT OF REVENUE BONDS (CFP SHERMAN HOSPITAL, LLC), SERIES 2022, OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF PHOENIX, ARIZONA.

RESOLUTION NO. 6863 – APPROVING AND AUTHORIZING EXECUTION OF A PUBLIC PRIVATE PARTNERSHIP AGREEMENT BY AND BETWEEN THE CITY OF SHERMAN, TEXAS AND CFP SHERMAN HOSPITAL, LLC AND COMMUNITY HOSPITAL CORPORATION

RES 6863
PUBLIC / PRIVATE
PARTNERSHIP
AGREEMENT FOR
HOSPITAL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND AUTHORIZING EXECUTION OF A PUBLIC PRIVATE PARTNERSHIP AGREEMENT BY AND BETWEEN THE CITY OF SHERMAN, TEXAS, CFP SHERMAN HOSPITAL, LLC AND COMMUNITY HOSPITAL CORPORATION.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 6860, 6861, and 6863, as presented. Second by Deputy Mayor Howeth.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6862 – AUTHORIZING EXECUTION OF A REPLENISHMENT AGREEMENT BETWEEN THE CITY OF SHERMAN AND UMB BANK, N.A., PURSUANT TO WHICH THE CITY WILL CONSIDER APPROPRIATING RESERVE FUNDS ESTABLISHED AND TO BE MAINTAINED FOR THE SERIES 2022C BONDS ISSUED IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A NEW 80-LICENSED BED HOSPITAL IN THE CITY OF SHERMAN, TEXAS

RES 6862
REPLENISHMENT
AGREEMENT FOR
HOSPITAL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A REPLENISHMENT AGREEMENT BETWEEN THE CITY OF SHERMAN AND UMB BANK, N.A., PURSUANT TO WHICH THE CITY WILL CONSIDER APPROPRIATING FUNDS TO CURE ANY DEFICIENCIES IN THE DEBT SERVICE RESERVE FUND ESTABLISHED AND TO BE MAINTAINED FOR THE SERIES 2022C

BONDS ISSUED IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A NEW 80-LICENSED BED HOSPITAL IN THE CITY OF SHERMAN, TEXAS.

ACTION TAKEN.

Motion by Deputy Mayor Howeth to approve Resolution No. 6862, as presented. Second by Council Member Stevenson.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson.

VOTING NAY: Teamann.

MOTION CARRIED.

RESOLUTION NO. 6864 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH O&J COATINGS, INC. BASED ON AN INVITATION TO BID FOR THE IDA ROAD GROUND STORAGE TANK REHABILITATION

**RES 6864
IDA ROAD GROUND
STORAGE TANK
REHABILITATION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH O&J COATING, INC., BASED ON AN INVITATION TO BID FOR THE IDA ROAD GROUND STORAGE REHABILITATION; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

Tom Pruitt, Utility Engineer, explained that the Texas Commission on Environmental Quality requires that the City perform annual inspections on water tanks. The Ida Road Ground Storage Tank was determined to be the worst tank in the City, and it was recommended that it be rehabilitated.

Construction started earlier than anticipated by using a part of the American Rescue Plan Act, also known as the Covid-19 Stimulus Package.

The project was expanded to include adding the Sherman logo and the Austin College logo to the Harrison Water Tank, and adding the safety climber to that tank. This contract will also complete what was not done on that tank.

Deputy Mayor Howeth confirmed that they are adding the Sherman logo and the Austin College logo to the Harrison Tower, and said, at one time, if a logo went on the tower, the entity would pay a price for that identification. Mr. Pruitt confirmed that they are paying for the identification.

ACTION TAKEN.

Motion by Deputy Mayor Howeth to approve Resolution No. 6864, as presented. Second by Council Member Teamann.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6865 – AUTHORIZING THE PURCHASE OF NETWORK EQUIPMENT THROUGH TEXAS DIR-TSO-4167 CONTRACT

**RES 6865
NETWORK EQUIPMENT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF NETWORK EQUIPMENT THROUGH TEXAS DIR-TSO-4167 CONTRACT.
CONSENT AGENDA.

RESOLUTION NO. 6866 – AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE DICKEY FOUNDATION TO FUND THE PURCHASE OF BODY ARMOR PLATES AND BALLISTIC HELMETS FOR THE SHERMAN POLICE DEPARTMENT; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE DICKEY FOUNDATION TO FUND THE PURCHASE OF BODY ARMOR PLATES AND BALLISTIC HELMETS FOR THE SHERMAN POLICE DEPARTMENT; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY.
CONSENT AGENDA.

RES 6866
GRANT FOR POLICE
SAFETY EQUIPMENT

RESOLUTION NO. 6867 – AUTHORIZING SUBMISSION OF A GRANT APPLICATION AND THE ACCEPTANCE OF THE GENERAL VICTIM ASSISTANCE GRANT PROGRAM, PY2023 THROUGH THE OFFICE OF THE GOVERNOR – CRIMINAL JUSTICE DIVISION TO FUND THE ADDITION OF A VICTIM ADVOCATE FOR THE SHERMAN POLICE DEPARTMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF A GRANT APPLICATION AND THE ACCEPTANCE OF THE GENERAL VICTIM ASSISTANCE GRANT PROGRAM, PY2023 THROUGH THE OFFICE OF THE GOVERNOR – CRIMINAL JUSTICE DIVISION TO FUND THE ADDITION OF A VICTIM ADVOCATE FOR THE SHERMAN POLICE DEPARTMENT.
CONSENT AGENDA.

RES 6867
GRANT FOR
VICTIM ADVOCATE
FOR POLICE DEPT

REQUEST TO ADVERTISE
PURCHASE OF A TORO GROUNDMASTER 4500 SPORTS FIELD MOWER FOR THE PARKS MAINTENANCE DEPARTMENT

The City Council approved the request to advertise for the purchase of a Toro Groundmaster 4500 Sports Field Mower for the Parks Maintenance Department.

REQ TO ADVERTISE
PARKS MAINT.
EQUIPMENT

Currently, the mowing of each sports field, especially soccer fields, requires two employees operating two zero-turn mowers. With the larger mowing surface capacity of the Toro Groundmaster, the department will almost double the current mowing capacity with half the staff.
CONSENT AGENDA.

OTHER BUSINESS

REPLAT APPROVAL OF LOTS 1R & 3R, BLOCK 5, EXSTEIN'S MAPLE ADDITION, BEING A REPLAT OF LOTS 1, 2 AND 3, BLOCK 5, EXSTEIN'S MAPLE ADDITION; HOUSE OF ELI, OWNER; TAWN

APPROVAL OF REPLAT
EXSTEIN'S MAPLE
ADDITION

HODGE, APPLICANT; AND COPLEY LAND SURVEYING, INC.,
SURVEYOR (316 AND 320 NORTH WOODS STREET)

(316 & 320 N.
WOODS ST.)

The City Council approved the Replat of Exstein's Maple Addition, located at 316 and 320 North Woods Street. The owner is requesting zone changes and replat approval to divide the property into two lots, one for a storage and workshop, and the other for a new home to rent or sell.

They are also requesting a Specific Use Permit and site plan approval to allow a "tiny house" for an office space to include living quarters for security.

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

CONSENT AGENDA, SUBJECT TO STAFF REVIEW LETTER.

REPLAT APPROVAL OF ORIGINAL TOWN PLAT, BEING A REPLAT
OF BLOCK 11, LOT 2 AND PART OF LOT 4 AND 6, ORIGINAL TOWN
PLAT; JOHN C. DANNEL FUNERAL HOME INC., OWNER;
CHARLES DANNEL, REPRESENTATIVE AND PRESTON TRAIL
LAND SURVEYING, SURVEYOR (302 SOUTH WALNUT STREET)

APPROVAL OF REPLAT
ORIGINAL TOWN
PLAT
(302 S. WALNUT ST)

The City Council approved the Replat of Original Town Plat, located at 302 South Walnut Street. The property is zoned a C-1 (Retail Business) District and the owner would like to replat three lots into one lot for commercial use.

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

CONSENT AGENDA, SUBJECT TO STAFF REVIEW LETTER.

REPLAT APPROVAL OF THE HILL ADDITION, BEING A REPLAT OF
LOT 2 OF THOMPSON ADDITION ON LUELLA ROAD, LOTS 1 AND
2 IN THE CITY OF SHERMAN'S EXTRATERRITORIAL
JURISDICTION (ETJ); RANDY AND AMY THOMPSON, OWNER/
APPLICANT; AND UNDERWOOD DRAFTING AND SURVEYING,
INC., SURVEYOR (3000 LUELLA ROAD IN ETJ)

APPROVAL OF REPLAT
THOMPSON ADDITION
IN ETJ
(3000 LUELLA RD)

The City Council approved the Replat of the Hill Addition, located at 3000 Luella Road in the City's Extraterritorial Jurisdiction. The owner would like to replat the property into two lots for residential development.

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

CONSENT AGENDA, SUBJECT TO STAFF REVIEW LETTER.

FINAL PLAT APPROVAL OF THE ALVAREZ ADDITION, BEING 0.72
ACRES IN THE D.C. SHELPS SURVEY, ABSTRACT NO. 1097; ZULA
INVESTMENTS, OWNER; ADRIANA ALVAREZ, REPRESENTATIVE;
AND UNDERWOOD DRAFTING AND SURVEYING, INC.,
SURVEYOR (5116 TEXOMA PARKWAY)

APPROVE FINAL PLAT
THE ALVAREZ
ADDITION
(5116 TEXOMA PKWY)

The City Council approved the Final Plat of The Alvarez Addition, located at 5116 Texoma Parkway. The property is zoned a C-2 (General Commercial) District, and the owner would like approval of the Final Plat.

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

REPLAT APPROVAL OF LOT 2 OF THE JACKSON WALKER ADDITION; PRESTON TRAIL PARTNERS, LLC, OWNER; COVENANT DEVELOPMENT, LLC, DEVELOPER; AND UNDERWOOD DRAFTING AND SURVEYING, INC., SURVEYOR (1000 BLOCK EAST PECAN GROVE ROAD)

The City Council approved the Replat of the Jackson Walker Addition, located in the 1000 block of East Pecan Grove Road. The property is zoned a C-1 (Retail Business) District, and the owner would like approval of the Replat.

APPROVAL OF REPLAT JACKSON WALKER ADDITION (1000 BLOCK OF E. PECAN GROVE RD)

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

REPLAT APPROVAL OF MIDWAY INDUSTRIAL PARK ADDITION; LARRY MUELLER, OWNER; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR (5100 AND 5104 MARSHALL STREET)

The City Council approved the Replat of Midway Industrial Park Addition, located at 5100 and 5104 Marshall Street. The property is zoned an M-1 (Light Manufacturing) District, and the owner would like approval of the Replat.

APPROVAL OF REPLAT MIDWAY INDUSTRIAL PARK ADDITION (5100 & 5104 MARSHALL ST)

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

REPLAT APPROVAL OF LOTS 10R & 11R, BLOCK 2, G.Y. GRAY'S 2ND ADDITION, BEING A REPLAT OF LOTS 10, 11 AND 12, BLOCK 2, G.Y. GRAY'S 2ND ADDITION; HOUSE OF ELI, OWNER; TAWN HODGE, APPLICANT; AND COPLEY LAND SURVEYING, INC., SURVEYOR (119 AND 123 SOUTH RICKETTS STREET AND 825 WEST LAMAR STREET)

The City Council approved the Replat of G.Y. Gray's 2nd Addition, located at 119 and 123 South Ricketts Street and 825 West Lamar Street. The owner is requesting replat approval to combine the properties into two lots.

APPROVAL OF REPLAT GRAY'S 2ND ADDITION (119 & 123 S. RICKETTS ST & 825 W. LAMAR ST)

They are also asking for a zone change for 123 South Ricketts and 825 West Lamar Streets from an R-1 (One Family Residential) District to R-2 (Multi-Family Residential) District for The House of Eli.

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

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
LIBRARY BOARD (3)
ACTION TAKEN.

LIBRARY BOARD

Motion by Council Member Stevenson to reappoint Lisa Hébert to the Library Board, for a term from March 20, 2022 to March

COUNCIL MINUTES – MARCH 21, 2022

20, 2025; and to appoint Marty Burkart and Mitchell McCraw for a term from March 22, 2022 to March 22, 2025, as presented. Second by Council Member Teamann.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

ANIMAL CONTROL ADVISORY COMMITTEE (3)

ACTION TAKEN.

Motion by Deputy Mayor Howeth to reappoint Stephanie Phillips, Kyle Wiser, and Amber Doan to the Animal Control Advisory Committee, for a term from March 17, 2022 to March 17, 2025, as presented. Second by Council Member Stevenson.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

**ANIMAL CONTROL
ADVISORY COMMITTEE**

PARKS AND RECREATION ADVISORY BOARD (3)

ACTION TAKEN.

Motion by Deputy Mayor Howeth to reappoint Michael Kelly to the Parks and Recreation Advisory Board, for a term from December 19, 2021 to December 19, 2023; Michelle Casey for a term from February 4, 2022 to February 4, 2024; and to appoint Nathaniel Lightfoot for a term from March 22, 2022 to March 22, 2024, as presented. Second by Council Member Stevenson.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

**PARKS & RECREATION
ADVISORY BOARD**

COUNCIL COMMENTS

CELTIC FESTIVAL

Deputy Mayor Howeth recognized everyone who worked on the Celtic Festival this past weekend. She said people came from all over the country to attend the Festival. She said the hotels and restaurants were full, and it's great for tourism and Sherman's economy.

CELTIC FESTIVAL

CELTIC FESTIVAL

Council Member Teamann said the Celtic Festival was an incredible event and packed the park.

CELTIC FESTIVAL

DENISON HOMETOWN HEROES

Council Member Teamann said the Denison Hometown Heroes is holding a mural presentation, and a ribbon cutting on March 26, 2022, at 1:00 p.m. The ribbon cutting will be held at the corner of Burnette and Chestnut Streets in Denison.

**DENISON HOMETOWN
HEROES**

The event will honor Major Jewel Butler, an honored member of the Tuskegee Airmen.

ANNOUNCEMENTS

Mayor Plyler announced the following:

- The Chamber of Commerce will host a ribbon cutting for The Loft Coffeehouse on March 23, 2022.
- The City will hold a public open house, in the Municipal Ballroom, on March 28, 2022, from 5:00 p.m. until 7:00 p.m., to kick-off the Comprehensive Plan and Trails Master Plan. Citizens are encouraged to make sure their voice is heard as the City plans for the future.
- The Annual Hot Summer Nights lineup for 2022 will be announced on April 1, 2022, at Coffee with the Mayor. The event starts at 8:00 a.m. at St. Mary's School.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:36 p.m.

ANNOUNCEMENTS

ADJOURNMENT

MAYOR

CITY CLERK

Agenda Items for Sherman Hospital 3-21-22 Council Meeting

- D.1 Tax Equity and Fiscal Responsibility Act Public Hearing
 - Federal law requires public hearing in the municipality in which “private activity bonds” are issued to allow for public input before issuing tax-exempt revenue bonds.
 - This public hearing satisfies those requirements

- E.2 Resolution 6859
 - Amended and Restated Master Development Agreement among City, Crossroads Hospital Development, IVY P3 Group, and CFP Sherman
 - This amendment clarifies roles of each of the parties, specifically it identifies IVY as the Project Manager and defines their responsibilities to manage all aspects of the pre-development phase, construction phase, and into the operations phase of the project
 - Changes Crossroads Hospital Development to be “development consultant”

- E.3 Resolution 6860
 - Second Amended and Restated Predevelopment Loan Agreement among all parties – City, IVY, AP Gulf States, CFP Sherman Hospital, Crossroads Hospital Development, E4H, Sherman Hospital Management
 - Four primary changes:
 - 1) Extends term to 7/31 from 4/30 to allow needed time to complete legal work and take bonds to market
 - 2) Adds \$50K to previous \$3.34M predevelopment budget (amount does NOT change City's participation of up to \$738k)
 - 3) Change site to 16.8 acres from 12 acres
 - 4) Change names of parties to the agreement (e.g., IVY P3 Group from IVY Hotel Group (IHG))

- E.4 Resolution 6861
 - Authorizing issuance of up to \$300M Principal of Revenue bonds by CFP Sherman Hospital through the Phoenix Industrial Development Authority
 - Law requires City Council approval (because hospital is within City limits) of tax-exempt hospital revenue bonds by CFP Sherman thru Phoenix IDA to do things like:
 - Fund hospital and equipment
 - Fund working capital reserves and debt reserves
 - Fund capitalized interest

- E.5 Resolution 6862
 - Authorizing Replenishment Agreement for Series 2022C in connection with new hospital
 - Requires City to replenish bond reserve fund for annual debt service reserves of about \$1.5M - \$1.6M if needed if hospital isn't generating enough to pay debt service
 - Any “draws” would be eventually repaid to the City as funds allow
 - No “escalation” clause
 - Subject to annual appropriations

- **E.6 Resolution 6863**

- Authorizing Public Private Partnership Agreement between City, CFP Sherman Hospital, and Community Hospital Corporation (operator)
- Sets responsibilities of each party in the pre-development, construction, and operations phases of the project.
- Includes services such as 1) acquisition of the ground-lease interest in the property, 2) construction and operation of the Hospital, 3) sources of bond financing, underwriting and economic support for the Hospital Improvements, 4) general design specifications of the Hospital Improvements for the benefit of the City and its residents, 5) project management/construction management

STATE OF TEXAS §
 April 4, 2022
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 April 4, 2022.

MEMBERS ABSENT: COUNCIL MEMBER MARROQUIN.

Mayor Plyler called the meeting to order at 5:00 p.m. The Pledge of Allegiance and Invocation were led by Council Member Shawn Teamann.

RECOGNITION OF CITY OF SHERMAN AWARD: "2021 TEXAS ACHIEVEMENT IN LIBRARY EXCELLENCE AWARD"

Ms. Eason introduced the following members of her staff, Cassie Wickline, Youth Librarian; Susan McGinn, Library Administrative Assistant; and Michael Miller, Reference Librarian. She said the award gives them the chance to build awareness of all the services that are offered through the Library.

EARTH DAY FESTIVAL

This year's event will feature many workshops, demonstrations, activities, a plant swap, a children's clothing swap, paper shredding, recycling, and outdated or unused medicine collection.

The event will be held April 23, 2022, at Kidd-Key Park.

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council

Member or a citizen requests a specific item be discussed and voted on separately.

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

Mayor Plyler introduced Ordinance No. 6470 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 6377; ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND A PHASE #1 ASSESSMENT ROLL FOR THE BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN PHASE #1 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY PHASE #1 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS, PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

ORD 6470
BEL AIR VILLAGE
SERVICE &
ASSESSMENT
PLAN

Robby Hefton, City Manager, said this agenda item is to amend the original Public Improvement District for Bel Air Village, which was approved last year. A PID is the mechanism that a developer uses to reimburse himself for public infrastructure in the development.

There is no effect on the City's cost, and the City is not a participant in the PID from a monetary standpoint. All money from the property owners will go to the developer to reimburse him for public improvements.

This amendment is needed because, since the original PID was approved in 2021, home values have increased and projected revenues have increased. This amendment will allow the developer to recoup all of the costs estimated, for the public infrastructure improvements for roads, drainage, water, and sewer. This amounts to about \$9.1 million, and the adjustments will be made for property owners in Phase 1, over the next 25 to 30 years.

Mr. Hefton said the City's responsibility remains unchanged. The amendment doesn't relate to the City's costs, only the developer's costs.

This ordinance repeals the original ordinance that set up the PID last year, and replaces it with the ordinance being considered tonight.

No citizens appeared before the City Council to discuss Ordinance No. 6470.

Mayor Plyler introduced Ordinance No. 6471 and called for a public hearing:

ORD 6471
WRECKER / TOW
TRUCK OPERATORS

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 4 OF THE CODE OF ORDINANCES (BUSINESS REGULATIONS), ARTICLE 4.13 (TOWING REGULATIONS), SECTION 4.13.002 (DEFINITIONS) TO MODIFY THE DEFINITION OF “WRECKER OPERATOR OR TOW TRUCK OPERATOR” TO EXPAND THE POOL OF ELIGIBLE WRECKER OPERATORS OR TOW TRUCK OPERATORS; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES.

Sergeant Brett Mullen, Police Department, explained that the City’s current wrecker ordinance allows the Department to operate only with wrecker operators that are located in the City of Sherman.

Originally there were four companies in Sherman, but now there are only three rotation wrecker companies. Having only three companies delays the response time, especially during inclement weather, and causes issues when there are multiple vehicles involved in an accident. This, in turn, has caused police officers to spend additional time at the scene.

The proposed ordinance would allow the Department to work with any wrecker company that is within five miles of the City limits, and would allow them to have at least 10 wreckers on the rotation list, if they choose to follow the agreement.

Sgt. Mullen said increasing the number of wreckers available to use would help, alleviate the aforementioned problems, and allow them to be more proactive with the upcoming growth issue.

No citizens appeared before the City Council to discuss Ordinance No. 6471.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6470

ORD 6470
BEL AIR VILLAGE
SERVICE &
ASSESSMENT
PLAN

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 6377; ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND A PHASE #1 ASSESSMENT ROLL FOR THE BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN PHASE #1 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY PHASE #1 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS, PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE

Council Member Teamann confirmed that this amendment would “max out” the assessment. Mr. Hefton said it would max out the assessment for Phase 1, and would allow the developer to recoup all his costs.

Ordinance 6471

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 4 OF THE CODE OF ORDINANCES (BUSINESS REGULATIONS), ARTICLE 4.13 (TOWING REGULATIONS), SECTION 4.13.002 (DEFINITIONS) TO MODIFY THE DEFINITION OF “WRECKER OPERATOR OR TOW TRUCK OPERATOR” TO EXPAND THE POOL OF ELIGIBLE WRECKER OPERATORS OR TOW TRUCK OPERATORS; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES.

ORD 6471
WRECKER / TOW
TRUCK OPERATORS

Deputy Mayor Howeth asked if the Police Department had received any questions from the three local wrecker services. Sgt. Mullen said he has not heard from them, but has talked with two other wrecker companies that want to get on the rotation list, but are ineligible because they are located outside the City.

ACTION TAKEN.

Motion by Council Member Teamann to adopt Ordinance Nos. 6470 and 6471, as presented. Second by Council Member Stevenson.

VOTING AYE: Dobbs, Holland, Howeth, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6868 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR DESIGN OF THE NORTHWEST AND SOUTHWEST TRANSMISSION PIPELINE

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 DESIGN OF THE NORTHWEST AND SOUTHWEST TRANSMISSION PIPELINE.

RES 6868
NORTHWEST &
SOUTHWEST
TRANSMISSION
PIPELINE

Wayne Lee, Director of Engineering, said the agreement is for construction drawings to be designed by Freese and Nichols, for a 36” water line, running 72,000 feet, from the Water Treatment Plant, up to FM 1417 and FM 691, and along the western part of town, in an alignment to be determined. The line will culminate in the southern end of town, near Texas Instruments and Shepherd’s Place.

The water line will be a high pressure line, and can be used by the developments on the western side of town to connect new neighborhoods.

The professional services contract is just under \$6.1 million, and does include construction services. It does not include the cost of paying for the land for easements. The design phase will be nine to twelve months. Council Member Teamann confirmed that it does

not include construction plans for the second line. The second line will be a low pressure line.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 6868, as presented. Second by Deputy Mayor Howeth.

VOTING AYE: Dobbs, Holland, Howeth, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6869 – AUTHORIZING THE REMOVAL AND REPLACEMENT OF AN AIR-COOLED CHILLER IN KIDD KEY AUDITORIUM FROM SIEMENS INDUSTRY, INC. 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 REMOVAL AND REPLACEMENT OF AN AIR-COOLED CHILLER IN KIDD KEY AUDITORIUM FROM SIEMENS INDUSTRY, INC. THROUGH THE U.S. GENERAL SERVICES ADMINISTRATION (GSA) MULTIPLE AWARD SCHEDULE PURCHASING PROGRAM.

**RES 6869
KIDD KEY AUDITORIUM
AIR-COOLED CHILLER**

Clint Philpott, Assistant City Manager, said the chiller in Kidd Key Auditorium has been a long-standing problem. He also took the opportunity to introduce Chuck Carlisle, Facilities Manager, who recently replaced Mike Grant, after his retirement.

Mr. Carlisle said this item is for the replacement of a 130 ton York Chiller that is approximately 22 years old. There have been many problems with the machine and it has become very unreliable.

The chiller has two compressors and one of the compressors is not functioning and needs to be replaced. An estimate to replace the chiller, from approximately 1.5 years ago was for \$17,000. He said the chiller is also an R22 system, and a 30 lb canister of R22 refrigerant costs about \$1,000. This system holds from 10 to 15 canisters, which would cost about \$10,000 to replace the freon.

Even repairing a system that uses an expensive refrigerant, and replacing the compressor, it will still be an unreliable machine. In addition to the chiller, the Municipal Building's automation system is no longer functioning and must be replaced. This equipment controls the heat and air conditioning for the entire building.

Because of the lead time on the chiller, the staff will have time to research the equipment to replace the automation system. This equipment will be submitted to the City Council at a later date.

The staff went out for bids on the chiller, including from a local vendor. The estimated cost for the chiller removal and replacement is \$187,661.

Council Member Teamann confirmed that the new chiller system would be more efficient to operate.

Jimmy Jones, representative with Siemens Industry, Inc., said the new system would be 10% more efficient than most of the competitors on the market today, and probably 30% to 40% more efficient than the older chillers.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 6869, as presented. Second by Council Member Holland.
VOTING AYE: Dobbs, Holland, Howeth, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 6870 – ABANDONING THE CITY’S INTEREST IN AN ACCESS EASEMENT LOCATED IN THE MARCUS L. BONE SURVEY, ABSTRACT NO. 112, AND BEING FILED OF RECORD UNDER INSTRUMENT NO. 2020-31894, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS

RES 6870
ACCESS EASEMENT
(MARCUS BONE
SURVEY)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING THE CITY’S INTEREST IN AN ACCESS EASEMENT LOCATED IN THE MARCUS L. BONE SURVEY, ABSTRACT NO. 112, AND BEING FILED OF RECORD UNDER INSTRUMENT NO. 2020-31894, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS.

Mr. Lee said this item is an alignment adjustment to the access easement for the Preston Club Lift Station. The initial access easement was acquired but needs to be adjusted for better alignment. This abandons the surplus access easement, and there is no additional charge.

Mayor Plyler explained that, because this is abandoning an easement, it will be opened to public comment. He asked if anyone wished to comment on the item. There was no public comment.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 6870, as presented. Second by Council Member Dobbs.
VOTING AYE: Dobbs, Holland, Howeth, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 6871 – AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT WITH DHESI INVESTMENTS, LLC FOR THE INSTALLATION OF A TEN FOOT WIDE PAVED ACCESS DRIVE WITHIN THE PLATTED PUBLIC ALLEY RUNNING EAST AND WEST BETWEEN PECAN STREET AND MULBERRY STREET, IN CHAFFIN’S 1ST ADDITION AND REPLAT OF A PART OF LOTS 6 AND 7, BLOCK 14 OF CHAFFINS FIRST ADDITION, VOLUME 26, PAGE 49 AND INSTRUMENT NO. 2021-201, PRGCT, FOR REAR ENTRY PURPOSES FOR LOT 6R OF SAID REPLAT OF A PART OF LOTS 6 AND 7, BLOCK 14 OF CHAFFINS FIRST ADDITION IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

RES 6871
ENCROACHMENT
AGREEMENT
(PECAN, MULBERRY
STREETS)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT TO DHESI INVESTMENTS, LLC FOR THE INSTALLATION OF A TEN FOOT PAVED ACCESS DRIVE

WITHIN THE PLATTED PUBLIC ALLEY RUNNING EAST AND WEST BETWEEN PECAN STREET AND MULBERRY STREET, IN CHAFFIN'S 1ST ADDITION AND REPLAT OF A PART OF LOTS 6 AND 7, BLOCK 14 OF CHAFFINS FIRST ADDITION, VOLUME 26, PAGE 49 AND INSTRUMENT NO. 2021-201, PRGCT, FOR REAR ENTRY PURPOSES FOR LOT 6R OF CHAFFINS FIRST ADDITION REPLAT, IN THE CITY OF SHERMAN.
CONSENT AGENDA.

REQUEST TO ADVERTISE
TEXOMA PARKWAY WATER MAIN REPLACEMENT FROM FM 691 TO FALLON DRIVE PROJECT

The City Council approved the request to advertise for the Texoma Parkway Water Main Replacement Project, from FM 691 to Fallon Drive. The existing water line is a 12-inch cast iron water line that was installed in 1964 and has deteriorated and reached the end of its service life.

The project is estimated to cost about \$1.5 million, and is budgeted in the FY 2021-2022 CIP Budget. It will be paid through the Coronavirus State and Local Fund, which is part of the American Rescue Plan Act, or Covid-19 Stimulus Package.
CONSENT AGENDA.

OTHER BUSINESS
CONSIDER APPROVAL OF THE ANNEXATION SCHEDULING PLAN FOR THE PROPOSED ANNEXATION OF APPROXIMATELY 113.414 ACRES OF LAND LOCATED SOUTH OF THE INTERSECTION OF FM 1417 EXT AND E. LAMAR ST., ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRA-TERRITORIAL 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

Mr. Philpott said this would set the schedule for the annexation that will be considered at the next Council Meeting. At the same meeting, there is expected to be a request for a zone change, from R-A to M-H.

He explained that discussions started about 1.5 years ago. They would have access to sewer, that is currently on site. Water is a problem, with the Pink Hill System. The staff felt that there would be a lot of value in bringing them into the City, and to be zoned for what they are doing, instead of being a County development.

The owner and developer were in attendance at the meeting, and available if there were any questions. They would like to be a quality development and a good partner with the City. They are also requesting water, to meet their needs.

Mr. Philpott said the item tonight is just setting up the schedule for the annexation that will be at the next Council Meeting. They have gone through the Planning and Zoning Commission for conditional approval of the zone change. They will have their plat at the next P&Z Meeting, so they are doing everything that the City is asking them to do, from a development standpoint.

REQ TO ADVERTISE
TEXOMA PKWY
WATER MAIN
REPLACEMENT

ANNEXATION
FRONTERA
MANUFACTURED
HOME COMMUNITY
(FM 1417 & EAST
LAMAR ST)

COUNCIL MINUTES – APRIL 4, 2022

ACTION TAKEN.

Motion by Council Member Stevenson to approve the Annexation Schedule of the Frontera Manufactured Home Community, as presented. Second by Council Member Holland.

VOTING AYE: Dobbs, Holland, Howeth, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

CONSIDER REQUEST OF DOWNTOWN SHERMAN NOW TO TEMPORARILY CLOSE CERTAIN STREETS FOR “CRAFT THE NIGHT AWAY” ON SATURDAY, JUNE 11, 2022

The City Council approved the request of Downtown Sherman NOW to temporarily close certain streets for “Craft the Night Away” on June 11, 2022.

CLOSE STREETS
CRAFT THE
NIGHT AWAY
(JUNE 11, 2022)

They have requested to temporarily close Crockett Street and Travis Street, between Lamar and Houston Streets, from 1:30 p.m. to 11:00 p.m. The event will feature craft beer from 30 Texas breweries for sampling, food trucks, artisan crafters displaying and selling their art, and musicians. The Texas Old Time Fiddlers Association will host a sanctioned competition.

Barricades and cones will be provided by the City’s Street Department, and solid waste receptacles will be provided by the Solid Waste Department. The Police Department will arrange for security officers necessary for the event. Emergency vehicle accessibility will be maintained throughout the closed streets at all times.

CONSENT AGENDA.

CONSIDER REQUEST OF THE 2022 EARTH DAY PLANNING COMMITTEE TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE “13TH ANNUAL EARTH DAY FESTIVAL” ON SATURDAY, APRIL 23, 2022

The City Council approved the request of the 2022 Earth Day Planning Committee to temporarily close certain streets for the 13th Annual Earth Day Festival, on April 23, 2022.

EARTY DAY
FESTIVAL
(APRIL 23, 2022)

They have requested that streets around the Municipal Building and the City Hall parking lot be closed, from 6:00 a.m. until 5:00 p.m. The City will provide barricade placement and removal.

CONSENT AGENDA.

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

KEEP SHERMAN BEAUTIFUL COMMISSION (4)

ACTION TAKEN.

Motion by Deputy Mayor Howeth to reappoint Sarah Richardson and Nathaniel Lightfoot to the Keep Sherman Beautiful Commission, for a term from March 17, 2022 to March 17, 2024, and to appoint Ashley Ann Edwards for a term from April 5, 2022 to April 5, 2024, as presented. Second by Council Member Stevenson.

KEEP SHERMAN
BEAUTIFUL
COMMISSION

COUNCIL MINUTES – APRIL 4, 2022

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

COUNCIL COMMENTS

HOT SUMMER NIGHTS

Council Member Holland said the Sugar Hill Gang is coming to Sherman for Hot Summer Nights. He said they were the pioneers of rap.

HOT SUMMER
NIGHTS

ANNOUNCEMENTS

Mayor Plyler announced the following:

- Keep Sherman Beautiful will hold their semiannual litter pick-up day on April 9, 2022, at 9:00 a.m. Volunteers will meet at the corner of Loy Lake Road and Taylor Street before heading out to pick up trash in the community.
- Parks and Recreation will host their annual Eggstravaganza at Fairview Park on April 9, 2022, at 10:00 a.m.
- The annual Texoma Earth Day Festival will be held at Kidd-Key Park on April 23, 2022. There will be lots of vendors and activities for the entire family.

ANNOUNCEMENTS

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.

EXECUTIVE SESSION

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

- (A) Project Boston**
- (B) Shepherd's Place**
- (C) Sherman Hospital Project**

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 5:30 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:05 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:07.

ADJOURNMENT

MAYOR

CITY CLERK



City Council Regular Meeting

C. 1.

Meeting Date: 04/18/2022

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

- E. 4.** *** RESOLUTION NO. 6875**
Awarding a Bid to and Authorizing Execution of a Contract with Ferguson Enterprises, LLC for the Annual Supply of Water and Sewer Maintenance Parts and Supplies
- E. 5.** *** RESOLUTION NO. 6876**
Authorizing the Purchase of a New John Deere Tractor from United Ag & Turf for the Street Maintenance Department through Sourcewell
- E. 6.** *** RESOLUTION NO. 6877**
Authorizing the Purchase of a New Petersen TL3 Loader from Freightliner of Austin for the Solid Waste Department through TIPS
- G. 4.** *** OTHER BUSINESS**
Approve Quarterly Investment Report for Quarter Ended March 31, 2022
- G. 5.** *** OTHER BUSINESS**
Consider Request of the Sherman ISD Police Department to Temporarily Close Certain Streets for the Shattered Dreams event on Friday, April 29, 2022
-



City Council Regular Meeting

C. 2.

Meeting Date: 04/18/2022

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

Double Asterisk (**) 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:

G. 6. ** OTHER BUSINESS

Replat approval of Lots 1 thru 4, Block 1, of Las Casitas Addition, being 0.826 acres in the J.B. McAnair Survey, Abstract No. 763, and being all of Lots 1 thru 4, Block 1, Las Casitas Addition; Roberto Meraz, Owner; Lisseth Lara, Representative and Helvey-Wagner Surveying, Inc., Surveyor (600 Block North Frisco Road)

G. 7. ** OTHER BUSINESS

Replat approval of Tuck Street, Second Addition, Being a replat of part of Lots 1, 2, and 3, Block 4 Mildred Heights Addition and being 0.321 acres and being part of Lots 1, 2 and 3, Block 4, Mildred Heights Addition; Evolution Realty LLC, Owner; Jacob Craft, Representative; SIAS Drafting & Design, Drafting and Design; and Copley Land Surveying, Surveyor (1321 and 1327 East Tuck Street)

G. 8. ** OTHER BUSINESS

Final plat approval of the Dixon Addition in the City of Sherman's Extraterritorial Jurisdiction (ETJ), being 11.445 acres in the Aaron Burleson Survey, Abstract No. 61; Karen and Billy Dixon, Owners; and Copley Land Surveying, Surveyor (371 Mitchell Road)

G. 9. ** OTHER BUSINESS

Final plat approval of the Rhodes Addition in the City of Sherman's Extraterritorial Jurisdiction (ETJ), being 10.048 acres and being part of the William Watkins Survey, Abstract No. 1325, and being all of 5.00-acre Tract 34 and a 5.00 acre Tract 34; Tommie and Tammy Rhodes, Owners; and Copley Land Surveying, Surveyor (415 Valley Ranch Road)

G. 10. ** OTHER BUSINESS

Replat approval of Lots 4 & 5, Block 1, R. E. Shannon Second Addition, being 0.624 Acres in the J.B. McAnair Survey, abstract No. 763, also being all of Lots 4 and 5, Block 1, of R.E. Shannon Second Addition; Robert and Kellie LaPrelle, Owner and Helvey-Wagner Surveying, Inc., Surveyor (403 West Belden Street)

G. 11. ** OTHER BUSINESS

Replat approval of Brogan's Addition, being a Replat of Lots 7 and 8, and the North One-Half of Lot 9, Block 33 of the Replat of College Park Addition, being 0.454 acres in the G.B. Pilant Survey, Abstract 963, also being all of Lots 7 and 8, and the North One-Half of Lot 9, Block 33, of the Replat of College Park Addition; Brogan H. Vickrey, Owner and Helvey-Wagner Surveying, Inc., Surveyor (214 North Harrison Avenue)

G. 12. ** OTHER BUSINESS

Final plat approval of Alvarado-Vela Addition, being 0.859 acres in the Robert Thompson Survey, Abstract 1200; Ricci Alvarado, Owner and Underwood Drafting and Surveying, Surveyor (2400 South First Street)

G. 13. ** OTHER BUSINESS

Replat approval of Lot 51 and the North 30' of Belmont Addition, being 0.241 acres in the Charles Carter Survey, Abstract 229, also being all of Lot 51 and the North 30' of Belmont Addition; Jose Antonio Menjivar, Owner and Helvey-Wagner Surveying, Inc., Surveyor (511 North Burdette Avenue)

G. 14. ** OTHER BUSINESS

Replat approval for Nguyen's Addition, a Replat of part of Lot 4, Block 1 of Dr. J.H. Carraway Subdivision, being 0.54 acres, and being Part of Lot 4, Block 1 of the Dr. J.H. Carraway Subdivision; Ameristate Bank, Owner; Ron Westervelt, Representative; and Underwood Drafting and Surveying, Surveyor (702 East Lamberth Road)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 1.

Meeting Date: 04/18/2022

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6472

Extending the Corporate Limits of the City of Sherman so as to Annex an Area of Land Consisting of Approximately 113.414 acres Generally Located South of the Intersection of FM 1417 Ext and E. Lamar St, 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 113.414 acres generally located south of the intersection of FM 1417 Ext and E. Lamar, 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 April 4, 2022 meeting, the City Council approved the schedule for annexation of this property, which set the public hearing for this the April 18, 2022 Regular Council Meeting, and adoption of the Ordinance for this same meeting.

This annexation was initiated by the property owner, Frontera MHC, LLC

Origination:

Letter requesting annexation by Frontera MHC, LLC/First Step Homes, subject Property Owner

Financial Consideration:

Once developed, the additional property taxes on the improvements are estimated at about \$250,000 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 113.414 acres generally located south of the intersection of FM 1417 Ext and E. Lamar St., adjacent to the Sherman city limits and in the City of Sherman's ETJ.

Alternatives:

As directed by the City Council

Attachments

Ordinance No. 6472

Request for Annexation

Annexation Scheduling Plan - Frontera

Exhibit A

Annexation Service Plan Agreement

Aerial Location Map

ORDINANCE NO. 6472

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 113.414 ACRES GENERALLY LOCATED SOUTH OF THE INTERSECTION OF FM 1417 EXT AND E. LAMAR ST, 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, Frontera MHC, LLC ("Landowner") is the sole owner of real property within that certain area of land consisting of 113.414± acres, situated in the Aaron Burleson Survey, Abstract No. 61 , 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: 113.414± acres, situated in the Aaron Burleson Survey, Abstract No. 61; 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 18th day of April, 2022.

ADOPTED on this the 18th day of April, 2022.

EFFECTIVE DATE on this the 18th day of April, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



March 3, 2022

Rob Rae, AICP
Planning and Zoning
City of Sherman
220 W. Mulberry
Sherman, TX 75090

Re: **Frontera Manufactured Home Community**
2708 East Lamar Street
Sherman, TX 75090

Dear Mr. Rae:

The Frontera Manufactured Home Community is a 113.414-acre, 407-Unit, Manufactured Home Community proposed for the property located at 2708 East Lamar Street in Sherman, TX 75090. Owned by Frontera MHC, LLC, and identified by Grayson County CAD as properties #228163 #228167, and a portion of land in #122228 located near the intersection of FM 1417 and E Lamar St in the City of Sherman ETJ. Currently, we are requesting annexation of this property into the City of Sherman, TX. We are requesting annexation to be within the City of Sherman water and wastewater districts and use their services.

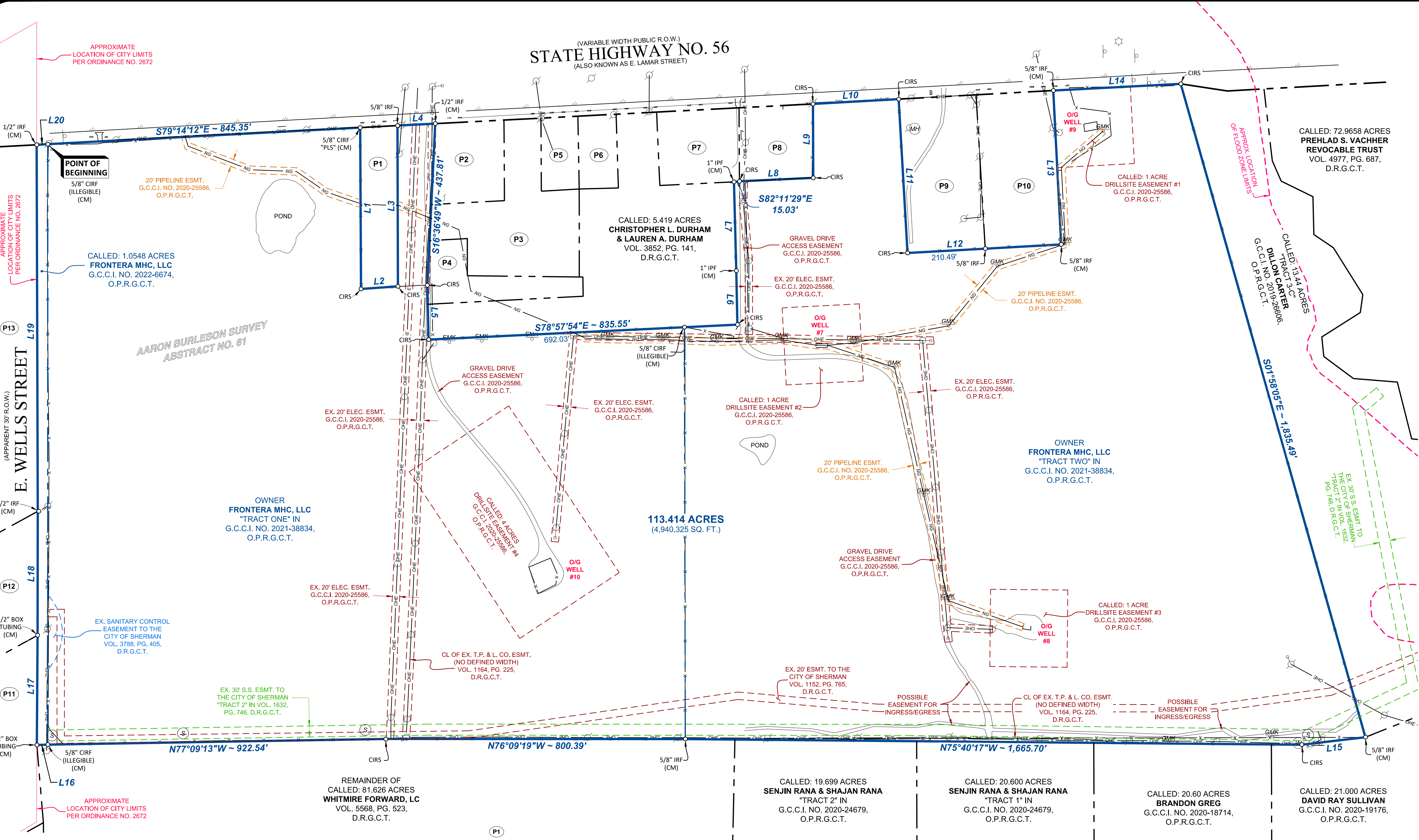
If you have any questions or require additional information, please call me at (469) 442-7553, or send an email to marley@firststep.homes.

Best Regards,

Marley T Phillips

Marley Phillips
Land Development Manager
First Step Homes

STATE HIGHWAY NO. 56
(ALSO KNOWN AS E. LAMAR STREET)



* LEGEND *

CIRS	5/8" IRON ROD WITH CAP SET STAMPED "SPOONER 5922"
CIRF	IRON ROD WITH CAP FOUND
IRF	IRON ROD FOUND
IPF	IRON PIPE FOUND
(CM)	CONTROLLING MONUMENT
VOL.	VOLUME
PG.	PAGE
G.C.C.I. NO.	GRAYSON COUNTY CLERK'S INSTRUMENT NUMBER
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS
CL	CENTERLINE
EMK	ELECTRIC LINE MARKER
GMK	GAS MARKER
○	GUY WIRE
○	LIGHT POLE
○	OLIG/GAS
○	POWER POLE
(S)	SAN. SEWER MANHOLE
(W)	UNKNOWN UTILITY MANHOLE
(W)	WATER MANHOLE
—	EDGE OF ASPHALT
—X—	CHAIN LINK FENCE
—X—	WIRE FENCE
—NG—	U.G. GAS
—OHE—	OVERHEAD ELECTRIC
---	APPROXIMATE LOCATION OF FLOOD ZONE LIMITS
---	EXISTING EASEMENT LINE
---	SUBJECT PROPERTY LINE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S13°30'57"W	436.20'
L2	S80°10'45"E	100.00'
L3	N13°39'51"E	434.58'
L4	S79°10'19"E	102.19'
L5	S12°29'09"W	146.68'
L6	N12°30'08"E	145.74'
L7	N12°17'15"E	240.51'
L8	S78°49'02"E	199.56'
L9	N13°34'43"E	199.98'
L10	S79°24'26"E	232.08'
L11	S10°31'38"W	416.61'
L12	S79°22'54"E	416.02'
L13	N10°50'33"E	416.68'
L14	S79°10'34"E	345.08'
L15	N82°52'10"W	173.42'
L16	N78°20'17"W	29.57'
L17	N14°10'56"E	296.65'
L18	N13°53'41"E	335.22'
L19	N13°38'23"E	990.91'
L20	S79°14'12"E	30.04'

* GENERAL NOTES *

- The bearings, distances and coordinates shown hereon are referenced to the Texas Coordinate System of 1983, Texas North Central Zone 4202, and are based on the North American Datum of 1983, 2011 Adjustment. Coordinates shown are scaled to surface distances at 0.0 using a combined scale factor of 1.000105801. All areas shown hereon are calculated based on surface measurements.
- According to the Flood Insurance Rate Map published by the Federal Emergency Management Agency, Department of Homeland Security and by graphic plotting only, the subject property appears to be located in Zone "X" (areas determined to be outside the 0.2 % annual chance floodplain) as shown on Map No. 48181CD090F; map revised September 29, 2010, for Grayson County and incorporated areas. This flood statement does not imply that the property and/or structures located in Zone "X" will be free from flooding or flood damage. This flood statement shall not create liability on the part of the Surveyor.
- This Survey was prepared with the benefit of a copy of a Commitment for Title Insurance prepared by Chicago Title Insurance Company, G.F. No. 20014787, having an effective date of January 30, 2022 and issued February 9, 2022; and only reflects those easements, covenants, restrictions, and other matters of record listed in Schedule B of said commitment. No other research for matters of record, not listed in said Commitment, was performed by Spooner & Associates.
- Underground utilities shown hereon were taken from plans and/or reports provided to the Surveyor by others and from markings set by Texas811. Provided information combined with Texas811 markings and observed evidence of utilities was used to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. No attempt has been made as a part of this Survey to confirm, obtain or show data concerning the depth or condition of any utility or municipal/public service facility. Subsurface and environmental conditions were not examined or considered as a part of this Survey. No statement is made concerning the existence of underground or overhead containers or facilities, which may affect the use or development of the subject tract of land. Where additional or more detailed underground utility information is required, the client is hereby advised that excavation may be necessary.
- The term "Certify" or "Certificate" as shown and used hereon indicates an expression of professional opinion regarding the facts of the survey and does not constitute a warranty or guarantee, expressed or implied; and is addressed exclusively to the parties named hereon.

Surveyed on the ground during the month of October, 2021 and January, 2022.



Eric S. Spooner, R.P.L.S.
Texas Registration No. 5922
TBPLS Firm No. 10054900

* METES AND BOUNDS DESCRIPTION *

BEING a 113.414 acre tract of land located in the Aaron Burleson Survey, Abstract No. 61, Grayson County, Texas, said 113.414 acre tract of land being all of a called 55.272 acre tract of land described as "Tract One", and all of a called 57.070 acre tract of land described as "Tract Two", conveyed to **FRONTERA MHC, LLC**, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2021-38834, Official Public Records, Grayson County, Texas (O.P.R.G.C.T.), said 113.414 acre tract of land also being all of a called 1.0548 acre tract of land conveyed to **FRONTERA MHC, LLC**, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2022-18714, O.P.R.G.C.T., said 113.414 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with an illegible cap found (Controlling Monument) at the northwest property corner of said Tract One, same being at the northeast property corner of the said 1.0548 acre tract, and being on the south right-of-way line of State Highway No. 56 (being a variable width public right-of-way also known as East Lamar Street;

THENCE South 79°14'12" East, along a north property line of said Tract One and along the said south right-of-way line, a distance of 845.35 feet to a 5/8 inch iron rod with a cap stamped "PLS" found (Controlling Monument) at a northeast property corner of said Tract One, same being the northwest property corner of that certain tract of land conveyed to Tammie Sue Donahue, by deed thereof filed for record in Volume 4597, Page 393, D.R.G.C.T.;

THENCE departing the said right-of-way line, and along the common property line of said Tract One and the said Donahue tract the following courses and distances:

South 13°30'57" West, a distance of 436.20 feet to a 5/8 inch iron rod with a cap stamped "SPOONER 5922" set (hereinafter referred to as an iron rod set);

South 80°10'45" East, a distance of 100.00 feet to an iron rod set;

North 13°39'51" East, a distance of 434.58 feet to a 5/8 inch iron rod found at a northwest property corner of said Tract One, same being the northeast property corner of the said Donahue tract, and being on the said south right-of-way line);

THENCE South 79°10'19" East, along a north property line of said Tract One and along the said south right-of-way line, a distance of 102.19 feet to a 1/2 inch iron rod found (Controlling Monument) at the northeast property corner of said Tract One, same being the northwest property corner of a called 0.9611 acre tract of land conveyed to Steven R. Mullins, by deed thereof filed for record in Volume 5719, Page 303, D.R.G.C.T.;

THENCE South 16°36'49" West, departing the said right-of-way line, along a northeast property line of said Tract One, in part along the said west property line of the said 0.9611 acre tract, in part along the most westerly property line of a called 2.221 acre tract of land conveyed to Eduardo Lievano & Rosa Portillo Lievano, by deed thereof filed for record in Volume 5988, Page 538, D.R.G.C.T., and in part along the most westerly property line of a called 0.792 acre tract of land conveyed to Donald L. Berry, by deed thereof filed for record in Volume 4755, Page 549, D.R.G.C.T., a distance of 437.81 feet to an iron rod set;

THENCE South 12°29'09" West, continuing along the said northeast property line of Tract One, in part along the said west property line of the 0.792 acre tract, and in part along the most westerly southwest property line of a called 5.419 acre tract of land conveyed to Christopher L. Durham and Lauren A. Durham, by deed thereof filed for record in Volume 3852, Page 141, D.R.G.C.T., a distance of 146.66 feet to an iron rod set at an interior ell property corner of said Tract One, same being the most southerly southwest property corner of the said 5.419 acre tract;

THENCE South 78°17'54" East, along a northeast property line of said Tract One and along the south property line of the said 5.419 acre tract, a distance of 692.03 feet passing a 5/8 inch iron rod with an illegible cap found (Controlling Monument) at the most easterly northeast property corner of said Tract One, same being the most westerly northeast property corner of the aforementioned Tract Two, and continuing along a northwest property line of said Tract Two and along the said south property line of the 5.419 acre tract, in all a total distance of 835.55 feet to an iron rod set at an interior ell property corner of said Tract Two, same being the southeast property corner of the said 5.419 acre tract;

THENCE North 12°36'08" East, along a northwest property line of said Tract Two and along an east property line of the said 5.419 acre tract, a distance of 145.74 feet to a 1 inch iron pipe found (Controlling Monument) at a west property corner of said Tract Two, same being the east property corner of the said 5.419 acre tract;

THENCE North 12°17'15" East, continuing along the said northwest property line of Tract Two and along the said east property line of the said 5.419 acre tract, a distance of 240.51 feet to a 1 inch iron pipe found (Controlling Monument) at a northwest property corner of said Tract Two, same being the most easterly northeast property corner of the said 5.419 acre tract, same being on a south property line of a called 1.01 acre tract of land conveyed to Dennis M. Scriven and Diana Scriven, by deed thereof filed for record in Volume 2436, Page 126, D.R.G.C.T.;

THENCE South 78°49'02" East, along a north property line of said Tract Two and along the south property line of the said Llanas and Yates tract, a distance of 199.56 feet to an iron rod set at an interior ell property corner of said Tract 2, same being the southeast property corner of the said Llanas and Yates tract;

THENCE North 13°34'43" East, along a northwest property line of said Tract Two, same being the east property line of the said Llanas and Yates tract, a distance of 199.86 feet to an iron rod set at a northwest property corner of said Tract Two, same being the northeast property corner of the said Llanas and Yates tract, said iron rod set also being on the aforementioned south right-of-way line of State Highway No. 56;

THENCE South 79°24'26" East, along a northerly property line of said Tract Two and along the said south right-of-way line, a distance of 232.08 feet to an iron rod set at a northeast property corner of said Tract Two, same being the northwest property corner of a called 2.00 acre tract of land conveyed to Christopher A. Grip, by deed thereof filed for record in Volume 4307, Page 348, D.R.G.C.T.;

THENCE South 10°31'38" West, departing the said right-of-way line, along a northeast property line of said Tract Two, same being the west property line of the said 2.00 acre tract, a distance of 416.61 feet to an iron rod set at an interior ell property corner of said Tract 2, same being the southwest property corner of the said 2.00 acre tract;

THENCE South 79°22'54" East, along a northeast property line of said Tract Two and along the south property line of the said 2.00 acre tract, a distance of 210.49 feet passing a 5/8 inch iron rod found at the southeast property corner of the said 2.00 acre tract, same being the southwest property corner of a called 2.00 acre tract of land conveyed to the Sherman Congregation of Jehovah's Witness, by deed thereof filed for record in Volume 1351, Page 442, D.R.G.C.T., and continuing along the said south property line and along the south property line of the said 2.00 acre tract (Sherman Congregation of Jehovah's Witness), in all a total distance of 416.02 feet to a 5/8 inch iron rod found (Controlling Monument) at an interior ell property corner of said Tract Two, same being the southeast property corner of the said 2.00 acre tract (Sherman Congregation of Jehovah's Witness - hereinafter referred to as the "2.00 acre tract");

THENCE North 10°50'33" East, along a northwest property line of said Tract Two and along the east property line of the said 2.00 acre tract, a distance of 416.68 feet to a 5/8 inch iron rod found (Controlling Monument) at a northwest property corner of said Tract Two, same being the northeast property corner of the said 2.00 acre tract, and being on the aforesaid south right-of-way line of State Highway No. 56;

THENCE South 79°10'34" East, along a north property line of said Tract Two and along the said south right-of-way line, a distance of 345.08 feet to an iron rod set at the most easterly northeast property corner of said Tract Two, same being the northwest property corner of a called 13.44 acre tract of land described as "Tract 3-C", conveyed to Dillon Carter, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2019-26606, O.P.R.G.C.T.;

THENCE South 01°58'05" East, departing the said right-of-way line, along the east property line of said Tract Two and along the west property line of the said 13.44 acre tract, a distance of 1,835.49 feet to a 5/8 inch iron rod found (Controlling Monument) at the most easterly southeast property corner of said Tract Two, same being the southwest property corner of the said 13.44 acre tract, and being a north property corner of a called 21.000 acre tract of land conveyed to David Ray Sullivan, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2020-19176, O.P.R.G.C.T.;

THENCE North 82°52'10" West, along a southeast property line of said Tract Two and along a north property line of the said 21.000 acre tract, a distance of 173.42 feet to an iron rod set at a south property corner of said Tract Two, same being a north property corner of the said 21.000 acre tract;

THENCE North 75°40'17" West, along the south property line of said Tract Two, in part along the said north property line of the 21.000 acre tract, in part along the north property line of a called 20.600 acre tract of land conveyed to Brandon Greg, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2020-18714, O.P.R.G.C.T., in part along the north property lines of a called 20.600 acre tract of land described as "Tract 1", and a called 19.699 acre tract of land described as "Tract 2", conveyed to Senjin Rana and Shajan Rana, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2020-24679, O.P.R.G.C.T., and in part along a northeast property line of the remainder of a called 81.626 acre tract of land conveyed to Whitmire Forward, LC, by deed thereof filed for record in Volume 5568, Page 523, D.R.G.C.T., a distance of 1,665.70 feet to a 5/8 inch iron rod found (Controlling Monument) at the southwest property corner of said Tract Two, same being the southeast property corner of the aforesaid Tract One;

THENCE North 76°09'19" West, along the south property line of said Tract One and continuing along the said northeast property line of the 81.626 acre tract, a distance of 800.39 feet to an iron rod set;

THENCE North 77°09'13" West, continuing along the said property lines, a distance of 922.54 feet to a 5/8 inch iron rod with an illegible cap found (Controlling Monument) at the southwest property corner of said Tract One, same being the southeast property corner of the aforementioned 1.0548 acre tract;

THENCE North 78°20'17" West, along the south property line of the said 1.0548 acre tract, a distance of 29.57 feet to a 1/2 inch metal box tubing found (Controlling Monument) at the southwest property corner of the said 1.0548 acre tract, same being the east property line of a called 23.839 acre tract of land conveyed to MD Shahidul Rana, Senjin I. Rana & Shajan I. Rana, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2020-27764, O.P.R.G.C.T.;

THENCE North 14°10'56" East, along a west property line of the said 1.0548 acre tract and along the said east property line of the 23.839 acre tract, a distance of 296.65 feet to a 1/2 inch metal box tubing found (Controlling Monument) at the most easterly northeast property corner of the said 23.839 acre tract, same being the southeast property corner of a called 2.00 acre tract of land conveyed to the City of Sherman, by deed thereof filed for record in Volume 1038, Page 124, D.R.G.C.T.;

THENCE North 13°53'41" East, continuing along the said west property line of the 1.0548 acre tract and along the east property line of the said 2.00 acre tract, a distance of 335.22 feet to a 1/2 inch iron rod found (Controlling Monument) at the northeast property corner of the said 2.00 acre tract, same being the most southerly southeast property corner of a called 13.936 acre tract of land conveyed to Oscar Martinez, by deed thereof filed for record in Volume 5418, Page 169, D.R.G.C.T.;

THENCE North 13°38'23" East, continuing along the said west property line and along the east property line of the said 13.936 acre tract, a distance of 990.91 feet to a 1/2 inch iron rod found (Controlling Monument) at the northwest property corner of the said 1.0548 acre tract, same being the northeast property corner of the said 13.936 acre tract, and being on the aforementioned south right-of-way line of State Highway No. 56;

THENCE South 79°14'12" East, along the north property line of the said 1.0548 acre tract and along the said south right-of-way line, a distance of 30.04 feet to the **POINT OF BEGINNING**.

The hereinabove described tract of land contains a computed area of **113.414 acres (4,940,325 square feet)** of land, more or less.



BOUNDARY EXHIBIT OF
A 113.414 ACRE TRACT OF LAND LOCATED IN THE AARON BURLESON SURVEY, ABSTRACT NO. 61, GRAYSON COUNTY, TEXAS, AND BEING ALL OF THOSE CERTAIN TRACTS OF TEXAS, TO FRONTERA MHC, LLC, BY THE DEEDS THEREOF FILED FOR RECORD IN GRAYSON COUNTY CLERK'S INSTRUMENT NO. 2021-38834, AND 2022-6674, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS.



DATE: 2/11/2022

S&A JOB NO. 21132

SCALE: 1" = 150'

DRAWN BY: C. REEDER

CHECKED BY: E. SPOONER

REVISIONS:

- 02/10/22 updated to reflect new Title Commitment & Surveyor's Cert.
- 03/02/2022 updated to reflect new deed & combine all tracts



DAVID ZULEJKIC



WYLIE, TX 75098
(972) 412-0167

November 9, 2021

To Whom It May Concern;

Marley Phillips has the authority to sign with the City of Sherman in regards to the Frontera annexation application.

Sincerely,

David Zulejkic
Managing Partner

ANNEXATION SCHEDULING PLAN

**Annexation of approximately 113.414 acres of land adjacent to the city limits,
located South of the intersection of FM 1417 Ext and E. Lamar St.
being more specifically described as:
Fontera Manufactured Home Community**

- Monday, April 4, 2022.....City Council sets public hearing date and accepts annexation application.
- Wednesday, April 6, 2022Send 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, April 8, 2022.....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, April 4, 2022.....Post notice of public hearing as required by Open Meetings Act.
- Monday, April 18, 2022.....Hold public hearing. (Regular Council Meeting)
- Monday, April 18, 2022.....Adopt ordinance. (Regular Council Meeting)

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 FRONTERA MHC, LLC (“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 113.414± acres, situated in the Aaron Burleson Survey, Abstract No. 61, 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:

FRONTERA MHC, LLC
Attn: Marley T. Phillips
P.O. Box 2590
Wylie, TX 75098
Telephone: (469) 442-7553
Email: marley.phillips.1026@gmail.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

FRONTERA MHC, LLC

By: _____
Printed Name: _____
Title: _____
Date: _____

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Robby Hefton**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative of the **CITY OF SHERMAN, TEXAS**, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Sherman, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 2022.

Notary Public, State of Texas
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me 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 _____ day of _____, 2022.

Notary Public, State of Texas
My Commission Expires: _____

Exhibit A

BEING a 113.414 acre tract of land located in the Aaron Burleson Survey, Abstract No. 61, Grayson County, Texas, said 113.414 acre tract of land being all of a called 55.272 acre tract of land described as "Tract One", and all of a called 57.070 acre tract of land described as "Tract Two", conveyed to **FRONTERA MHC, LLC**, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2021-38834, Official Public Records, Grayson County, Texas (O.P.R.G.C.T.), said 113.414 acre tract of land also being all of a called 1.0548 acre tract of land conveyed to **FRONTERA MHC, LLC**, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2022-6674, O.P.R.G.C.T., said 113.414 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with an illegible cap found (Controlling Monument) at the northwest property corner of said Tract One, same being at the northeast property corner of the said 1.0548 acre tract, and being on the south right-of-way line of State Highway No. 56 (being a variable width public right-of-way also known as East Lamar Street;

THENCE South 79°14'12" East, along a north property line of said Tract One and along the said south right-of-way line, a distance of 845.35 feet to a 5/8 inch iron rod with a cap stamped "PLS" found (Controlling Monument) at a northeast property corner of said Tract One, same being the northwest property corner of that certain tract of land conveyed to Tammie Sue Donahue, by deed thereof filed for record in Volume 4597, Page 393, O.P.R.G.C.T.;

THENCE departing the said right-of-way line, and along the common property line of said Tract One and the said Donahue tract the following courses and distances:

South 13°30'57" West, a distance of 436.20 feet to a 5/8 inch iron rod with a cap stamped "SPOONER 5922" set (hereinafter referred to as an iron rod set);

South 80°10'45" East, a distance of 100.00 feet to an iron rod set;

North 13°39'51" East, a distance of 434.58 feet to a 5/8 inch iron rod found at a northwest property corner of said Tract One, same being the northeast property corner of the said Donahue tract, and being on the said south right-of-way line);

THENCE South 79°10'19" East, along a north property line of said Tract One and along the said south right-of-way line, a distance of 102.19 feet to a 1/2 inch iron rod found (Controlling Monument) at the most northerly northeast property corner of said Tract One, same being the northwest property corner of a called 0.9611 acre tract of land conveyed to Steven R. Mullins, by deed thereof filed for record in Volume 5719, Page 303, O.P.R.G.C.T.;

THENCE South 16°36'49" West, departing the said right-of-way line, along a northeast property line of said Tract One, in part along the west property line of the said 0.9611 acre tract, in part along the most westerly property line of a called 2.221 acre tract of land conveyed to Eduardo Lievano & Rosa Portillo Lievano, by deed thereof filed for record in Volume 5988, Page 538, O.P.R.G.C.T., and in part along the west property line of a called 0.792 acre tract of land conveyed to Donald L. Berry, by deed thereof filed for record in Volume 4755, Page 549, O.P.R.G.C.T., a distance of 437.81 feet to an iron rod set;

THENCE South 12°29'09" West, continuing along the said northeast property line of Tract One, in part along the said west property line of the 0.792 acre tract, and in part along the most westerly southwest property line of a called 5.419 acre tract of land conveyed to Christopher L. Durham and Lauren A. Durham, by deed thereof filed for record in Volume 3852, Page 141, O.P.R.G.C.T., a distance of 146.66 feet to an iron rod set at an interior ell property corner of said Tract One, same being the most southerly southwest property corner of the said 5.419 acre tract;

THENCE South 78°57'54" East, along a northeast property line of said Tract One and along the south property line of the said 5.419 acre tract, at a distance of 692.03 feet passing a 5/8 inch iron rod with an illegible cap found (Controlling Monument) at the most easterly northeast property corner of said Tract One, same being the most westerly northwest property corner of the aforementioned Tract Two, and continuing along a northwest property line of said Tract Two and along the said south property line of the 5.419 acre tract, in all a total distance of 835.55 feet to an iron rod set at an interior ell property corner of said Tract Two, same being the southeast property corner of the said 5.419 acre tract;

THENCE North 12°36'08" East, along a northwest property line of said Tract Two and along an east property line of the said 5.419 acre tract, a distance of 145.74 feet to a 1 inch iron pipe found (Controlling Monument) at a west property corner of said Tract Two, same being the east property corner of the said 5.419 acre tract;

THENCE North 12°17'15" East, continuing along the said northwest property line of Tract Two and along the said east property line of the 5.419 acre tract, a distance of 240.51 feet to a 1 inch iron pipe found (Controlling Monument) at a northwest property corner of said Tract Two, same being the most easterly northeast property corner of the said 5.419 acre tract, same being on a south property line of a called 1.01 acre tract of land conveyed to Dennis M. Scriven and Diana Scriven, by deed thereof filed for record in Volume 2436, Page 126, O.P.R.G.C.T.;

THENCE South 82°11'29" East, along a north property line of said Tract Two and along the southeast property line of the said 1.01 acre tract, a distance of 15.03 feet to an iron rod set at the southeast property corner of the said 1.01 acre tract, same being the southwest property corner of that certain tract of land conveyed to Carlos Llana and Maria Yates, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2018-12782, O.P.R.G.C.T.;

THENCE South 78°49'02" East, along a north property line of said Tract Two and along the south property line of the said Llanas and Yates tract, a distance of 199.56 feet to an iron rod set at an interior ell property corner of said Tract 2, same being the southeast property corner of the said Llanas and Yates tract;

THENCE North 13°34'43" East, along a northwest property line of said Tract Two, same being the east property line of the said Llanas and Yates tract, a distance of 199.86 feet to an iron rod set at a northwest property corner of said Tract Two, same being the northeast property corner of the said Llanas and Yates tract, said iron rod set also being on the aforementioned south right-of-way line of State Highway No. 56;

THENCE South 79°24'26" East, along a northerly property line of said Tract Two and along the said south right-of-way line, a distance of 232.08 feet to an iron rod set at a northeast property corner of said Tract Two, same being the northwest property corner of a called 2.00 acre tract of land conveyed to Christopher A. Grip, by deed thereof filed for record in Volume 4307, Page 348, O.P.R.G.C.T.;

THENCE South 10°31'38" West, departing the said right-of-way line, along a northeast property line of said Tract Two, same being the west property line of the said 2.00 acre tract, a distance of 416.61 feet to

an iron rod set at an interior ell property corner of said Tract 2, same being the southwest property corner of the said 2.00 acre tract;

THENCE South 79°22'54" East, along a northeast property line of said Tract Two and along the south property line of the said 2.00 acre tract, at a distance of 210.49 feet passing a 5/8 inch iron rod found at the southeast property corner of the said 2.0 acre tract, same being the southwest property corner of a called 2.00 acre tract of land conveyed to the Sherman Congregation of Jehovah's Witness, by deed thereof filed for record in Volume 1351, Page 442, O.P.R.G.C.T., and continuing along the said northeast property line and along the south property line of the said 2.00 acre tract (Sherman Congregation of Jehovah's Witness), in all a total distance of 416.02 feet to a 5/8 inch iron rod found (Controlling Monument) at an interior ell property corner of said Tract Two, same being the southeast property corner of the said 2.00 acre tract (Sherman Congregation of Jehovah's Witness - hereinafter referred to as the "2.00 acre tract");

THENCE North 10°50'33" East, along a northwest property line of said Tract Two and along the east property line of the said 2.00 acre tract, a distance of 416.68 feet to a 5/8 inch iron rod found (Controlling Monument) at a northwest property corner of said Tract Two, same being the northeast property corner of the said 2.00 acre tract, and being on the aforesaid south right-of-way line of State Highway No. 56;

THENCE South 79°10'34" East, along a north property line of said Tract Two and along the said south right-of-way line, a distance of 345.08 feet to an iron rod set at the most easterly northeast property corner of said Tract Two, same being the northwest property corner of a called 13.44 acre tract of land described as "Tract 3-C", conveyed to Dillon Carter, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2019-26606, O.P.R.G.C.T.;

THENCE South 01°58'05" East, departing the said right-of-way line, along the east property line of said Tract Two and along the west property line of the said 13.44 acre tract, a distance of 1,835.49 feet to a 5/8 inch iron rod found (Controlling Monument) at the most easterly southeast property corner of said Tract Two, same being the southwest property corner of the said 13.44 acre tract, and being a north property corner of a called 21.000 acre tract of land conveyed to David Ray Sullivan, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2020-19176, O.P.R.G.C.T.;

THENCE North 82°52'10" West, along a southeast property line of said Tract Two and along a north property line of the said 21.000 acre tract, a distance of 173.42 feet to an iron rod set at a south property corner of said Tract Two, same being a north property corner of the said 21.000 acre tract;

THENCE North 75°40'17" West, along the south property line of said Tract Two, in part along the said north property line of the 21.000 acre tract, in part along the north property line of a called 20.60 acre tract of land conveyed to Brandon Greg, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2020-18714, O.P.R.G.C.T., in part along the north property lines of a called 20.600 acre tract of land described as "Tract 1", and a called 19.699 acre tract of land described as "Tract 2", conveyed to Senjin Rana and Shajan Rana, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2020-24679, O.P.R.G.C.T., and in part along a northeast property line of the remainder of a called 81.626 acre tract of land conveyed to Whitmire Forward, LC, by deed thereof filed for record in Volume 5568, Page 523, O.P.R.G.C.T., a distance of 1,665.70 feet to a 5/8 inch iron rod found (Controlling Monument) at the southwest property corner of said Tract Two, same being the southeast property corner of the aforesaid Tract One;

THENCE North 76°09'19" West, along the south property line of said Tract One and continuing along the said northeast property line of the 81.626 acre tract, a distance of 800.39 feet to an iron rod set;

THENCE North 77°09'13" West, continuing along the said property lines, a distance of 922.54 feet to a 5/8 inch iron rod with an illegible cap found (Controlling Monument) at the southwest property corner of said Tract One, same being the southeast property corner of the aforementioned 1.0548 acre tract;

THENCE North 78°20'17" West, along the south property line of the said 1.0548 acre tract, a distance of 29.57 feet to a 1/2 inch metal box tubing found (Controlling Monument) at the southwest property corner of the said 1.0548 acre tract, same being the east property line of a called 23.839 acre tract of land conveyed to MD Shahidul Rana, Senjin I. Rana & Shajan I. Rana, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2020-27764, O.P.R.G.C.T.;

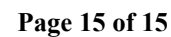
THENCE North 14°10'56" East, along a west property line of the said 1.0548 acre tract and along the said east property line of the 23.89 acre tract, a distance of 296.65 feet to a 1/2 inch metal box tubing found (Controlling Monument) at the most easterly northeast property corner of the said 23.839 acre tract, same being the southeast property corner of a called 2.00 acre tract of land conveyed to the City of Sherman, by deed thereof filed for record in Volume 1038, Page 124, D.R.G.C.T.;

THENCE North 13°53'41" East, continuing along the said west property line of the 1.0548 acre tract and along the east property line of the said 2.00 acre tract, a distance of 335.22 feet to a 1/2 inch iron rod found (Controlling Monument) at the northeast property corner of the said 2.00 acre tract, same being the most southerly southeast property corner of a called 13.936 acre tract of land conveyed to Oscar Martinez, by deed thereof filed for record in Volume 5418, Page 169, O.P.R.G.C.T.;

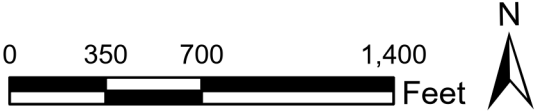
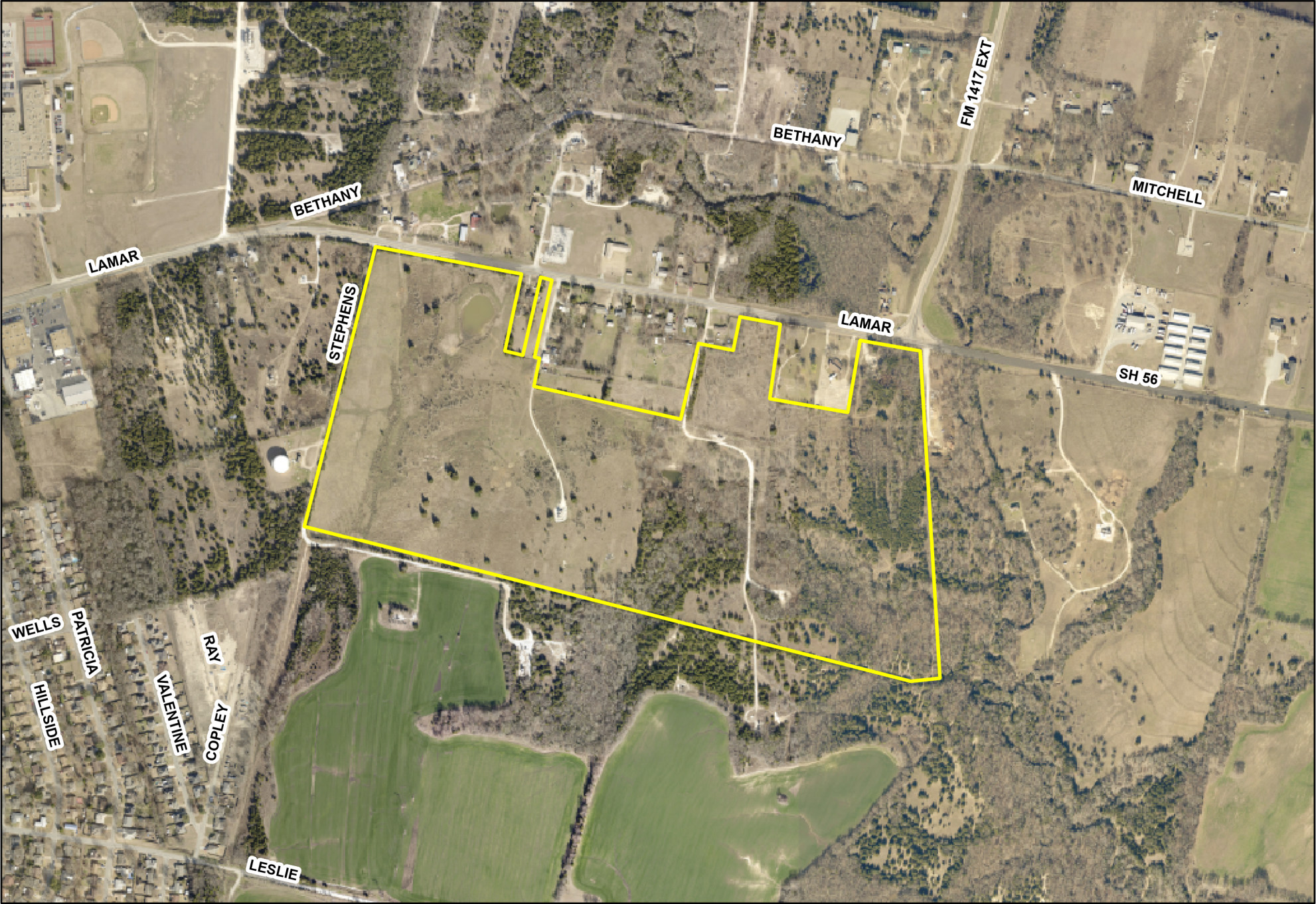
THENCE North 13°38'23" East, continuing along the said west property line and along the east property line of the said 13.936 acre tract, a distance of 990.91 feet to a 1/2 inch iron rod found (Controlling Monument) at the northwest property corner of the said 1.0548 acre tract, same being the northeast property corner of the said 13.936 acre tract, and being on the aforementioned south right-of-way line of State Highway No. 56;

THENCE South 79°14'12" East, along the north property line of the said 1.0548 acre tract and along the said south right-of-way line, a distance of 30.04 feet to the **POINT OF BEGINNING**.

The hereinabove described tract of land contains a computed area of **113.414 acres (4,940,325 square feet)** of land, more or less.



Annexation Location





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 2.

Meeting Date: 04/18/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6473

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the M-H (Manufactured Housing) District, located at 2708 East Lamar Street, being Tract 1: 55.272 acres in the A. Burleson Survey, Abstract No. 61 and Tract 2: 57.070 acres in the A. Burleson Survey, Abstract No. 61 (Ventura Verde, LLC, Owner; Marley Phillips, Applicant, Bowman, Consulting Firm; Underwood Drafting and Surveying, Surveyor, and NBS Drafting and Design, Draftsman); 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 Ventura Verde, LLC (Owner), Marley Phillips (Applicant), Bowman (Consulting Firm) and Underwood Drafting and Surveying (Surveyor) concerning the property at 2708 East Lamar Street, being Tract 1: 55.272 acres in the A. Burleson Survey, Abstract No. 61 and Tract 2: 57.070 acres in the A. Burleson Survey, Abstract No. 61 for zone change approval from an R-A (Single-Family Agricultural) District to an M-H (Manufactured Housing) District.

Background:

The property is located at 2708 East Lamar Street near Bethany Road in east Sherman and is currently with the Sherman Extraterritorial Jurisdiction (ETJ). The applicant is also requesting to be annexed into the City of Sherman.

Frontera Manufactured Home Community is a 112.334 acre, 409-unit, Manufactured Home Community proposed for the property at 2708 East Lamar Street. They are requesting a zone change from an R-A (Single-Family Agricultural) District to an M-H (Manufactured Housing) District. The development will be platted as one lot and all of the streets and utilities within the development will be private. Amenities such as a dog park, playground, pool, and club house/office will also be onsite.

This development is requesting to annex and to request a zone change to get access to City of Sherman water for the development. This property currently has access to City sewer, with or without the annexation and zone change.

Origination:

Ventura Verde, LLC (Owner)
Marley Phillips (Applicant)
Bowman (Consulting Firm)
Underwood Drafting and Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 19, 2021 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6473
Exhibit A - Field Notes
Exhibit B - Survey
Location Map
Zoning Sign Photo
Narrative
Site Plan
Submittal
Rules & Regulations
Photos of Existing Lots
Future Property Location Map
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6473

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE M-H (MANUFACTURED HOUSING) DISTRICT, LOCATED AT 2708 EAST LAMAR STREET, BEING TRACT 1: 55.272 ACRES IN THE A. BURLESON SURVEY, ABSTRACT NO. 61 AND TRACT 2: 57.070 ACRES IN THE A. BURLESON SURVEY, ABSTRACT NO. 61 (VENTURA VERDE, LLC, OWNER; MARLEY PHILLIPS, APPLICANT; BOWMAN, CONSULTING FIRM; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR, AND NBS DRAFTING AND DESIGN, DRAFTSMAN); 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 – Field Notes and Exhibit B Survey**, attached hereto, located at 2708 East Lamar Street, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the M-H (Manufactured Housing) District, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include such property.

SECTION 2. That this ordinance shall be entered upon the official zoning map as provided in Section 2, Ordinance No. 2280.

SECTION 3. That no person shall acquire any vested interest in this ordinance or in any other specific regulations contained herein. Any portion of this ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

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

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

INTRODUCED on this the 18th day of April, 2022.

ADOPTED on this the 18th day of April, 2022.

EFFECTIVE DATE on this the 18th day of April, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Exhibit A - Field Notes

Exhibit "A"

Tract 1:

FIELD NOTE DESCRIPTION for all of a 55.272 acre tract being located in the A. BURLESON SURVEY, Abstract 61 in Grayson County, Texas, and being all of the same land a called 57.54 acre tract conveyed to S. Athar Zafar et ux Deborah L. as described and recorded in Volume 3871 Page 876 of the Deed Records of Grayson County, Texas, said 55.272 acre tract of land being more particularly described by metes and bounds as follows:

Bearings are based on the State Plane Coordinate System, Texas North Central Zone 4202, N.A.D. 1983

BEGINNING at a 1/2" iron rod found for the Southeast corner of herein described tract, same point being the Southeast corner of said called 57.54 acre tract, same point being the Southwest corner of a called 56.98 Acre tract conveyed to John L. Tan et ux Khanh Hoang as described and recorded in Volume 5048 Page 294 of the Deed Records of Grayson County, Texas, same point being on the North line of a called 45.530 acre tract conveyed to Whitmire Forward, L.C. as described and recorded in Document Number 2015-00000430 of the Deed Records of Grayson County, Texas;

THENCE North 76°09'25" West along and with the North line of said called 45.530 acre tract, same being the South line of said called 57.54 acre tract a distance of 800.26 feet to a 1/2" iron rod set for corner, same point being on the North line of said called 45.530 acre tract, same being the South line of said called 57.54 acre tract;

THENCE North 77°09'18" West along and with the North line of said called 45.530 acre tract, same being the South line of said called 57.54 acre tract a distance of 922.40 feet to a 3/4" iron rod found for corner, same point being the Southwest corner of said called 57.54 acre tract, same being an interior corner of said called 45.530 acre tract;

THENCE North 13°48'33" East along and with the East line of said called 45.530 acre tract, same being the West line of said called 57.54 acre tract a distance of 1622.94 feet to a 3/4" iron rod found for corner, same point being the Northeast corner of said called 45.530 acre tract, same being the Northwest corner of said called 57.54 acre tract, same point being on the South line of State Highway 56, also known as Lamar Street;

THENCE South 79°14' 17" East along and with the South line of State Highway 56, same being the North line of said called 57.54 acre tract a distance of 845.17 feet to a 3/4" iron rod found for corner, same point being the Northwest corner of a called 1.000 acre tract conveyed to Tammie Sue Donahue as described and recorded in Document Number 2009-00003566 of the Deed Records of Grayson County, Texas, same being an interior corner of said called 57.54 acre tract;

THENCE South 13°25'58" West along and with the West line of said called 1.000 acre tract a distance of 436.20 feet to a 1/2" iron rod set for corner, same point being the Southwest corner of said called 1.000 acre tract, same being an interior corner of said called 57.54 acre tract;

THENCE South 80°15'44" East along and with the South line of said called 1.000 acre tract a distance of 100.00 feet to a 3/4" iron rod found for corner, same point being the Southeast corner of said called 1.000 acre tract, same being an interior corner of said called 57.54 acre tract;

THENCE North 13°34'52" East along and with the East line of said called 1.000 acre tract a distance of 434.58 feet to a 1/2" iron rod set for corner, same point being the Northeast corner of said called 1.000 acre tract, same being on the South line of State Highway 56;

THENCE South 79° 18'20" East along and with the South line of State Highway 56 a distance of 102.35 feet to a 1/2" iron rod found for corner, same point being the Northwest corner of a called 0.961 acre tract conveyed to Steven Roger Mullins as described and recorded in Document Number 2015-00022987 of the

Deed Records of Grayson County, Texas;

THENCE South 16°38'01" West along and with the West line of said called 0.961 acre tract a distance of 437.78 feet to a point for corner in a cattle guard, same point being on the West line of a called 0.792 acre tract conveyed to Donald L. Berry as described and recorded in Document Number 2010-00001666 of the Deed Records of Grayson County, Texas;

THENCE South 13°01'06" West along and with the West line of said called 0.792 acre tract a distance of 52.00 feet to a 3/4" iron rod found for corner, same point being the Southwest corner of said called 0.792 acre tract, same being the Northwest corner of a called 5.149 acre tract conveyed to Christopher L. Duram and Lauren A. Duram as described and recorded in Volume 3852 Page 141 of the Deed Records of Grayson County, Texas;

THENCE South 12°13'27" West along and with the West line of said called 5.149 acre tract a distance of 94.65 feet to a 3/4" iron rod found for corner, same point being the Southwest corner of said called 5.149 acre tract;

THENCE South 78°56'42" East along and with the South line of said called 5.149 acre tract a distance of 691.98 feet to a 3/4" iron rod found for corner, same point being on the South line of said called 5.149 acre tract, same point being the Northeast corner of said called 57.54 acre tract, same being the Northwest corner of said called 56.98 acre tract;

THENCE South 13°40'43" West along and with the East line of said called 57.54 acre tract, same being the West line of said called 56.98 acre tract a distance of 1113.27 feet back to the PLACE OF BEGINNING and containing 55.272 acres of land.

Tract 2:

FIELD NOTE DESCRIPTION for all of a 57.070 acre tract being located in the A. BURLESON SURVEY, Abstract 61 in Grayson County, Texas, and being all of the same land a called 56.98 acre tract conveyed to John L. Tan et ux Khanh Hoang as described and recorded in Volume 5048 Page 294 of the Deed Records of Grayson County, Texas, said 57.070 acre tract of land being more particularly described by metes and bounds as follows:

Bearings are based on the State Plane Coordinate System, Texas North Central Zone 4202, N.A.D. 1983

BEGINNING at a 1/2" iron rod found for the Southwest corner of herein described tract, same point being the Southwest corner of said called 56.98 acre tract, same point being the Southeast corner of a called 57.54 acre tract conveyed to S. Athar Zafar et ux Deborah L. as described and recorded in Volume 3871 Page 876 of the Deed Records of Grayson County, Texas, same point being on the North line of a called 45.530 acre tract conveyed to Whitmire Forward, L.C. as described and recorded in Document Number 2015-00000430 of the Deed Records of Grayson County, Texas;

THENCE North 13°40'43" East along and with the East line of said called 57.54 acre tract a distance of 1113.27 feet to a 3/4" iron rod found for corner, same point being on the South line of a called 5.149 acre tract conveyed to Christopher L. Duram and Lauren A. Duram as described and recorded in Volume 3852 Page 141 of the Deed Records of Grayson County, Texas;

THENCE South 78°56'42" East along and with the South line of said called 5.149 acre tract a distance of 143.52 feet to a 1/2" iron rod set for corner, same point being the Southeast corner of said called 5.149 acre tract, same being an interior corner of said called 56.98 acre tract;

THENCE North 12°47'49" East along and with the East line of said called 5.149 acre tract, same being the West line of said called 56.98 acre tract a distance of 147.81 feet to a 1/2" iron rod found for corner, same point being on the East line of said called 5.149 acre tract, same being the West line of said called 56.98 acre tract;

THENCE North 12°02'10" East along and with the East line of said called 5.149 acre tract, same being the West line of said called 56.98 acre tract a distance of 238.59 feet to a 1/2" iron rod set for corner, same point being the Northeast corner of said called 5.149 acre tract, same point also being on the South line of a called 1.010 acre tract conveyed to Everett L. Anschutz, Jr as described and recorded in Volume 2698 Page 391 of the Deed Records of Grayson County, Texas;

THENCE South 82°11 '03" East along and with the South line of said called 1.010 acre tract a distance of 15.04 feet to a 1/2" iron rod set for corner, same point being the Southeast corner of said called 1.010 acre tract, same point being the Southwest corner of a tract conveyed to Carlos Llanas & Maria Yates as described and recorded Document Number 2018-12782 of the Deed Records of Grayson County, Texas;

THENCE South 78°48'36" East along and with the South line of said Llanas tract a distance of 199.70 feet to a 1/2" iron rod set for corner, same point being the Southeast corner of said called Llanas tract, same being an interior corner of said called 56.98 acre tract;

THENCE North 13°35'09" East along and with the East line of said Llanas tract a distance of 200.00 feet to a fence post found for corner, same point being the Northeast corner of said Llanas tract, same being on the South line of State Highway 56 also known as Lamar Street;

THENCE South 79°24'00" East along and with the South line of said State Highway 56 a distance of 232.24 feet to a fence corner found for corner, same point being on the South line of State Highway 56, same point being the Northwest corner of a called 2.000 acre tract conveyed to Arne B. Gripp as described and recorded in Volume 1389 Page 381 of the Deed Records of Grayson County, Texas;

THENCE South 10°32'04" West along and with the West line of said called 2.000 acre tract a distance of 416.90 feet to a fence corner found for corner, same point being an interior corner of said called 56.98 acre tract;

THENCE South 79°22'28" East along and with the South line of said called 2.000 acre tract a distance of 416.31 feet to a 1/2" iron rod found for corner, same point being the Southeast corner of a called 2.000 acre tract conveyed to Sherman Congregation of Jehovah's Witnesses as described and recorded in Volume 1351 Page 442 of the Deed Records of Grayson County, Texas;

THENCE North 10°48'48" East along and with the East line of said called 2.000 acre Jehovah's Witnesses tract a distance of 416.69 feet to a 1/2" iron rod found for corner, same point being the Northeast corner of said called 2.000 acre Jehovah's Witnesses tract, same point being on the South line of State Highway 56;

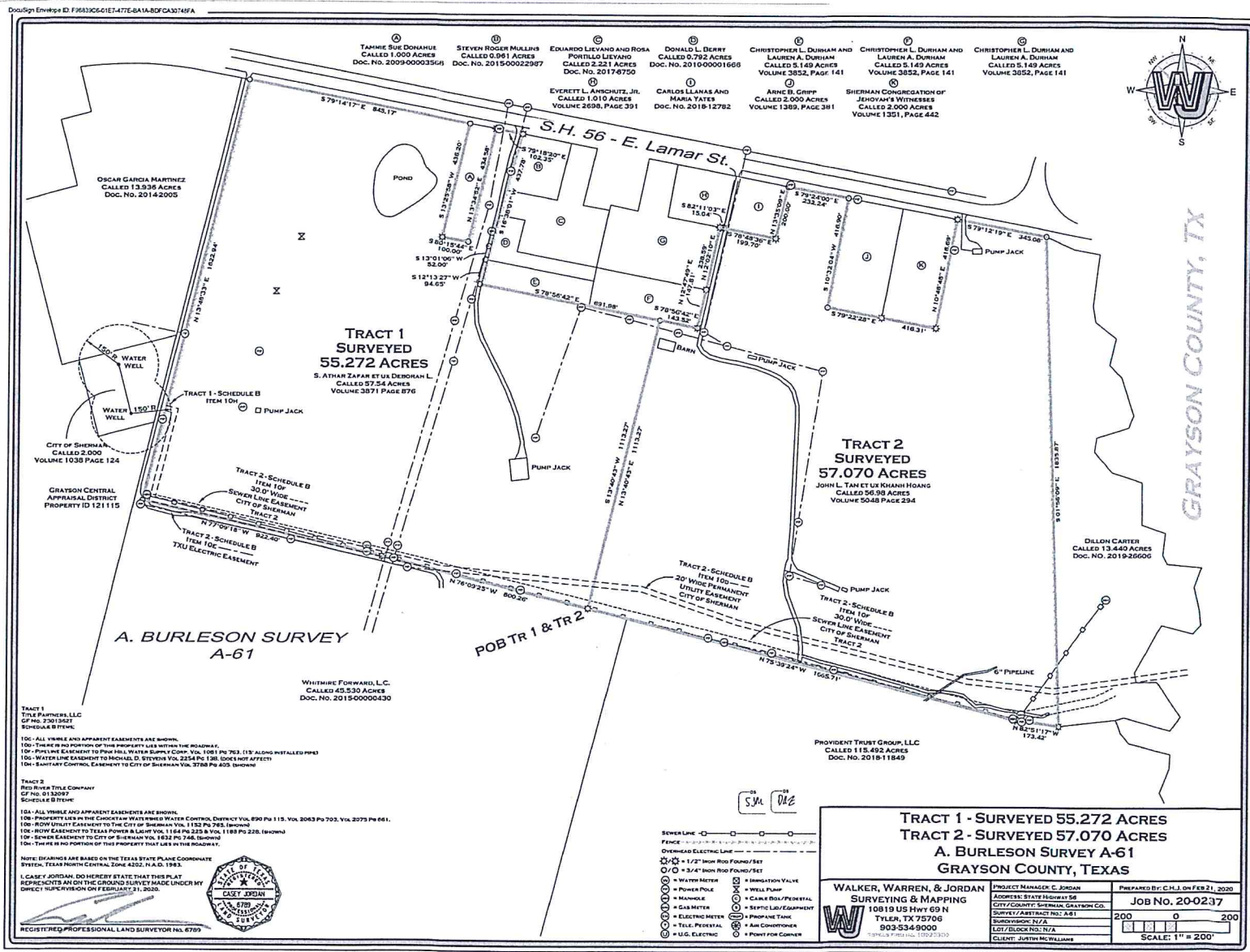
THENCE South 79°12'19" East along and with the South line of State Highway 56 a distance of 345.08 feet to a fence corner found for corner, same point being the Northeast corner of said called 56.98 acre tract, same point being on the South line of State Highway 56, same point being the Northwest corner of a called 13.440 acre tract conveyed to Dillon Carter as described and recorded in Document Number 2019-26606 of the Deed Records of Grayson County, Texas;

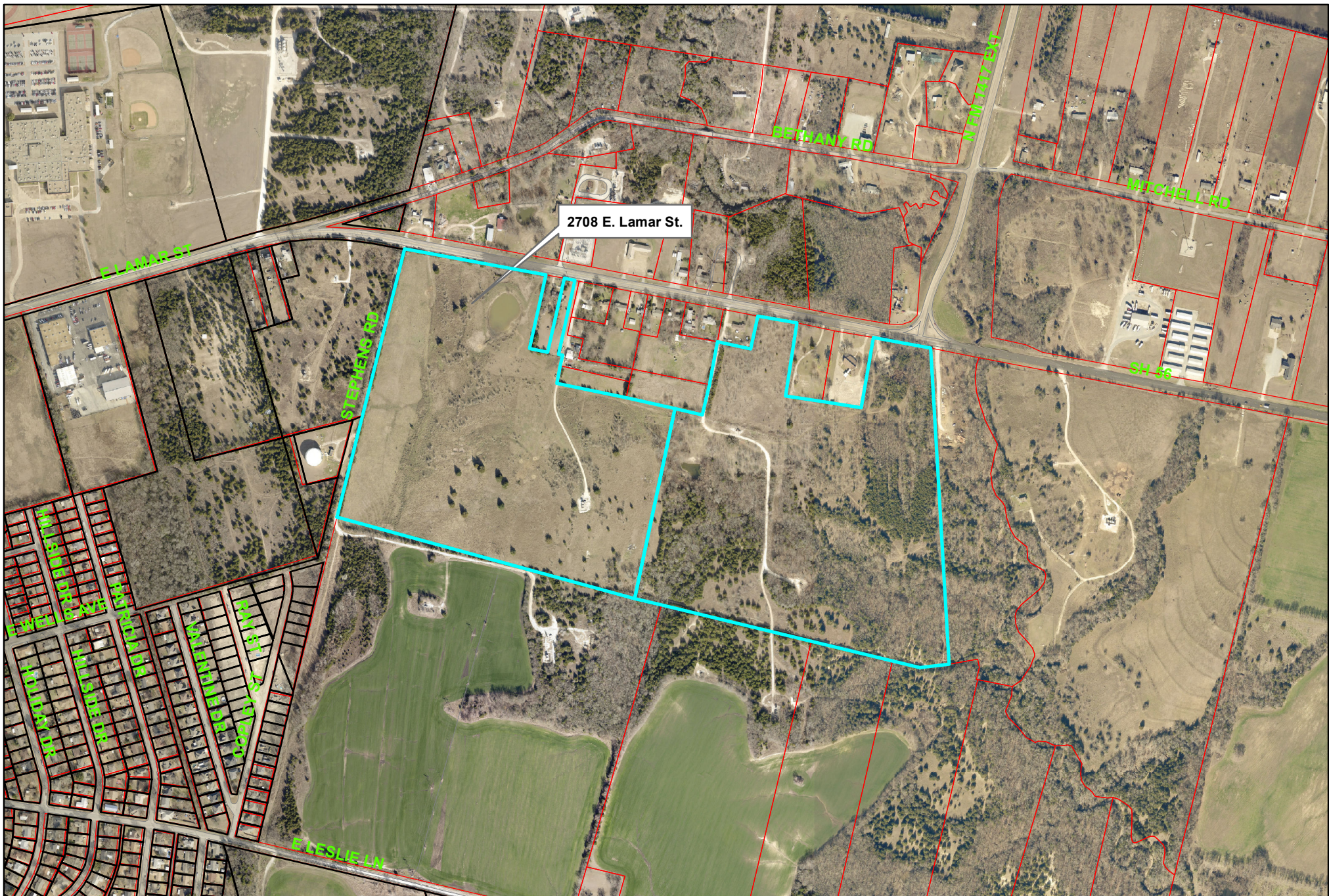
THENCE South 01 °58'09" East along and with the West line of said called 13.440 acre tract a distance of 1835.87 feet to a 1/2" iron rod found for corner, same point being the Southwest corner of said called 13.440 acre tract, same point being on the North line of a called 115.492 acre tract conveyed to Provident Trust Group, LLC as described and recorded in Document Number 2018- 11849 of the Deed Records of Grayson County, Texas;

THENCE North 82°51'17" West along and with the North line of said called 115.492 acre tract a distance of 173.42 feet to a 1/2" iron rod set for corner, same point being on the North line of said called 115.492 acre tract, same being the South line of said called 56.98 acre tract;

THENCE North 75°39'24" West along and with the North line of said called 115.492 acre tract, same being the South line of said called 56.98 acre tract a distance of 1665.71 feet back to the PLACE OF BEGINNING and containing 57.070 acres of land.

Exhibit B - Survey





City of Sherman, Texas
Development Services Department

2708 East Lamar Street



NOT TO SCALE

1 in = 717 ft

2708 EAST LAMAR





September 23, 2021

Rob Rae, AICP
Planning and Zoning
City of Sherman
220 W. Mulberry
Sherman, TX 75090

Re: **Frontera Manufactured Home Community**
2708 East Lamar Street
Sherman, TX 75090

Dear Mr. Rae:

The Frontera Manufactured Home Community is a 112.334-acre, 409-Unit, Manufactured Home Community proposed for the property located at 2708 East Lamar Street in Sherman, TX 75090. This Community is intended to be a legacy community, maintained owned and operated by First Step Homes. First Step Homes is a Manufactured Home Community developer that has extensive experience with Manufactured Home Communities and their long-term care, with over a dozen communities in the DFW greater region.

Currently, we are requesting a zoning designation, per Chapter 14: Zoning Ordinance of the City of Sherman Code of Ordinances, as a Manufactured Housing (MH) District. The current zoning of this property is R-A: Single-Family Agricultural. This development is currently in the City of Sherman ETJ, and we have intentions to apply for annexation into the city in the coming months, after the property has passed P&Z approval for rezoning from R-A to MH.

The following variances from the MH District requirements listed within Section 6.11 of the Zoning Ordinance are requested for this development:

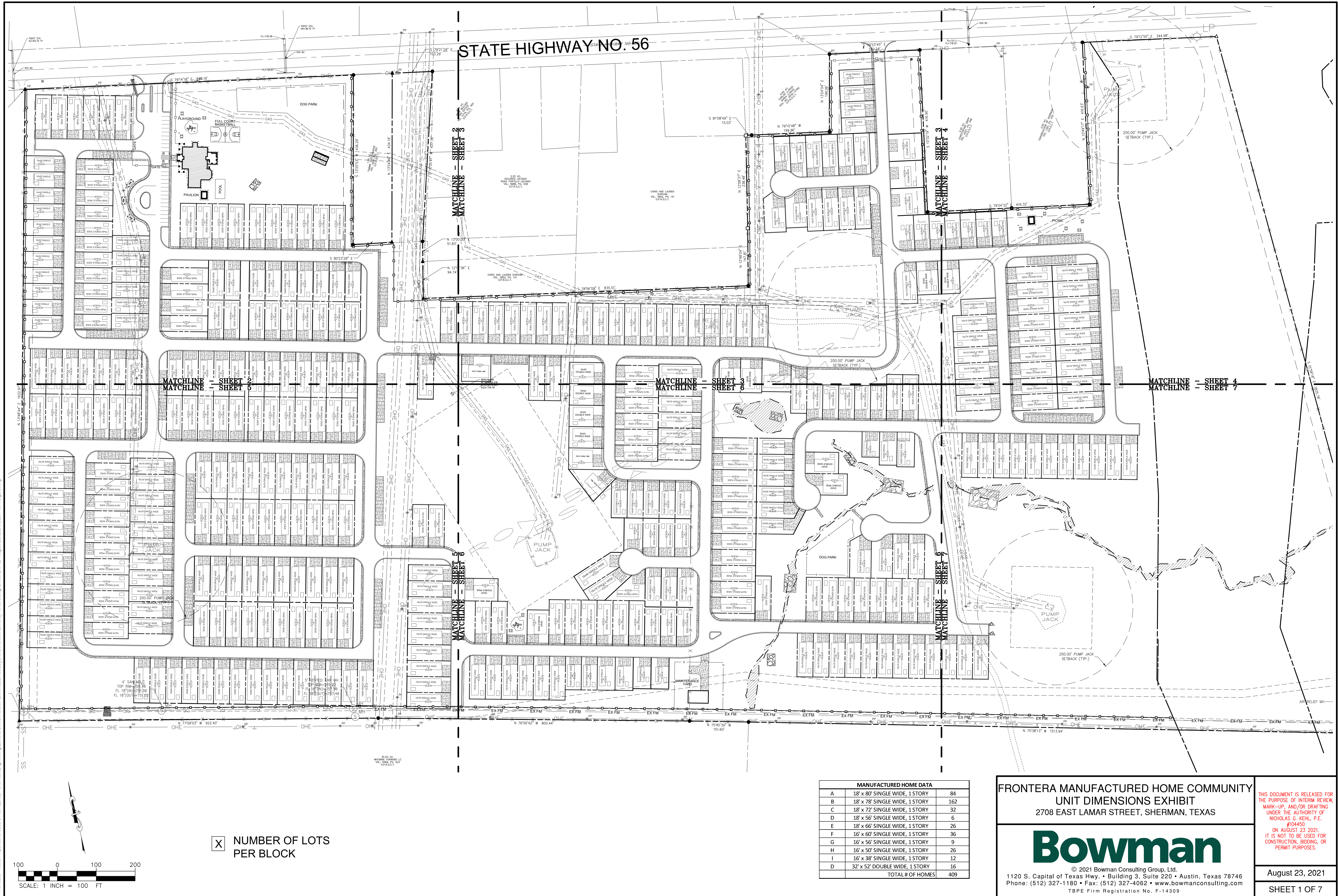
(4)c. The minimum lot width per unit or stand shall be sixty (60) feet.

Individual lots will not be platted for each home. The minimum unit width for this development shall be forty (40) feet.

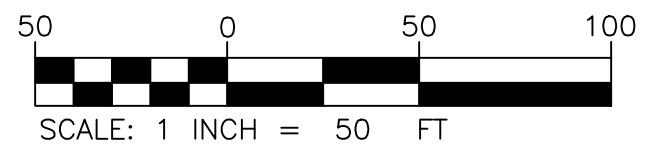
If you have any questions or require additional information, please call me at (469) 442-7553, or send an email to marley.phillips.1026@gmail.com.

Best Regards,

Marley Phillips
Land Development Manager
First Step Homes



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X NUMBER OF LOTS PER BLOCK

PROP. FENCE

25' BUILDING SETBACK

PROP. FENCE

STATE HIGHWAY

MATCHLINE - SHEET 5

MATCHLINE - SHEET 3

FRONTERA MANUFACTURED HOME COMMUNITY
UNIT DIMENSIONS EXHIBIT
2708 EAST LAMAR STREET, SHERMAN, TEXAS

Bowman

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TBPE Firm Registration No. F-14309

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#104450
ON AUGUST 23, 2021.
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August 23, 2021

SHEET 2 OF 7

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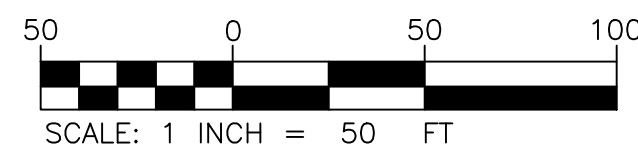
STATE HIGHWAY NO. 56

25' BUILDING SETBACK

PROP. FENCE

25' BUILDING SETBACK

25' BUILDING SETBACK



X NUMBER OF LOTS
PER BLOCK

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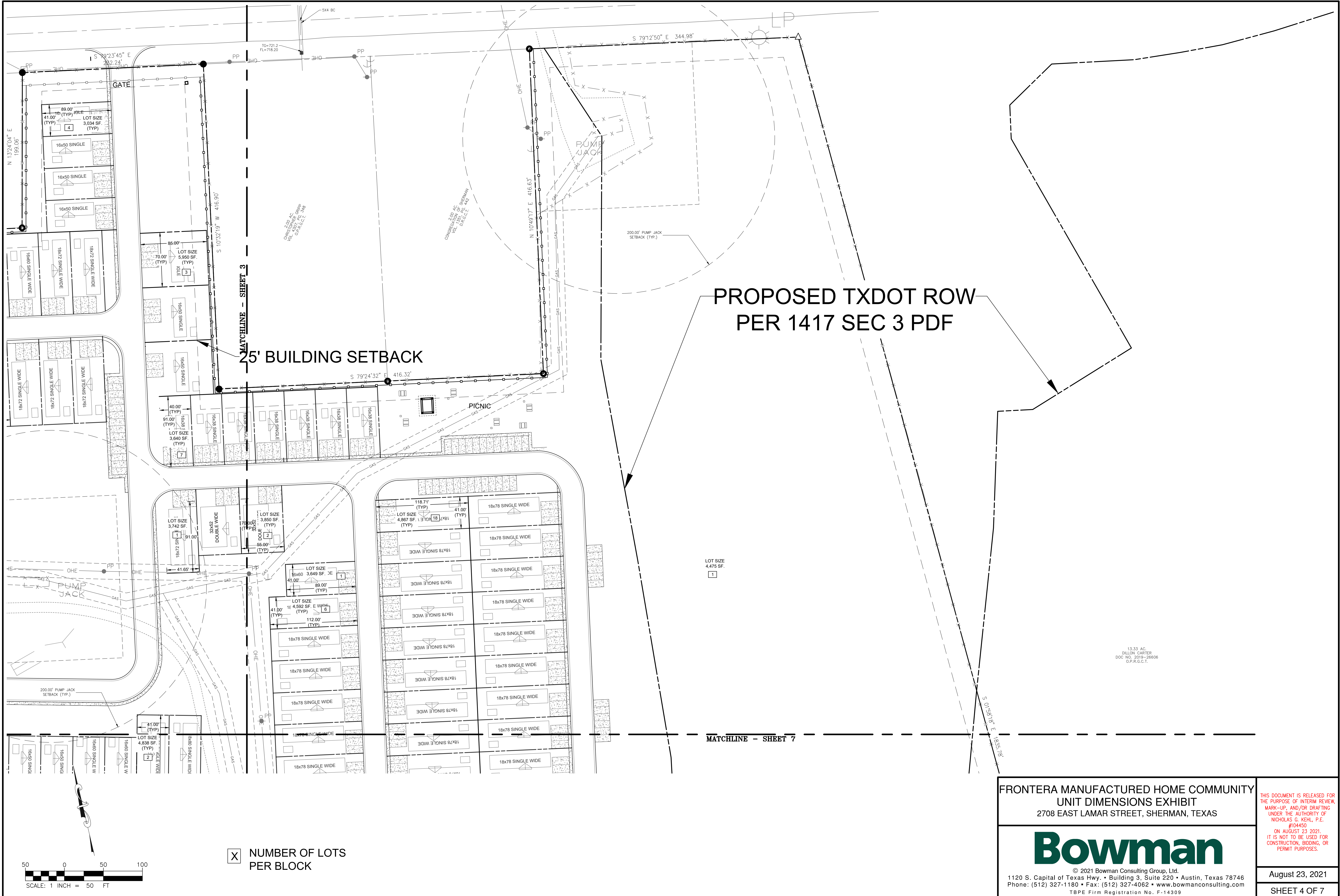
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BUILDING SETBACK
PROP. FENCE

2.10 AC.
CITY OF SHERMAN
VOL. 1036, PG. 124
D.R.G.C.T.

5" SAN MH
RM = 760.82
FL 15'(N) = 747.38
FL 15'(N) = 747.30
FL 15'(OUT) = 747.21

4" SAN
TOP RM = 761.18
FL 12'(N) = 757.56
FL 12'(OUT) = 757.48

50 0 50 100
SCALE: 1 INCH = 50 FT

X NUMBER OF LOTS
PER BLOCK

MATCHLINE - SHEET 2

MATCHLINE - SHEET 6

FRONTERA MANUFACTURED HOME COMMUNITY
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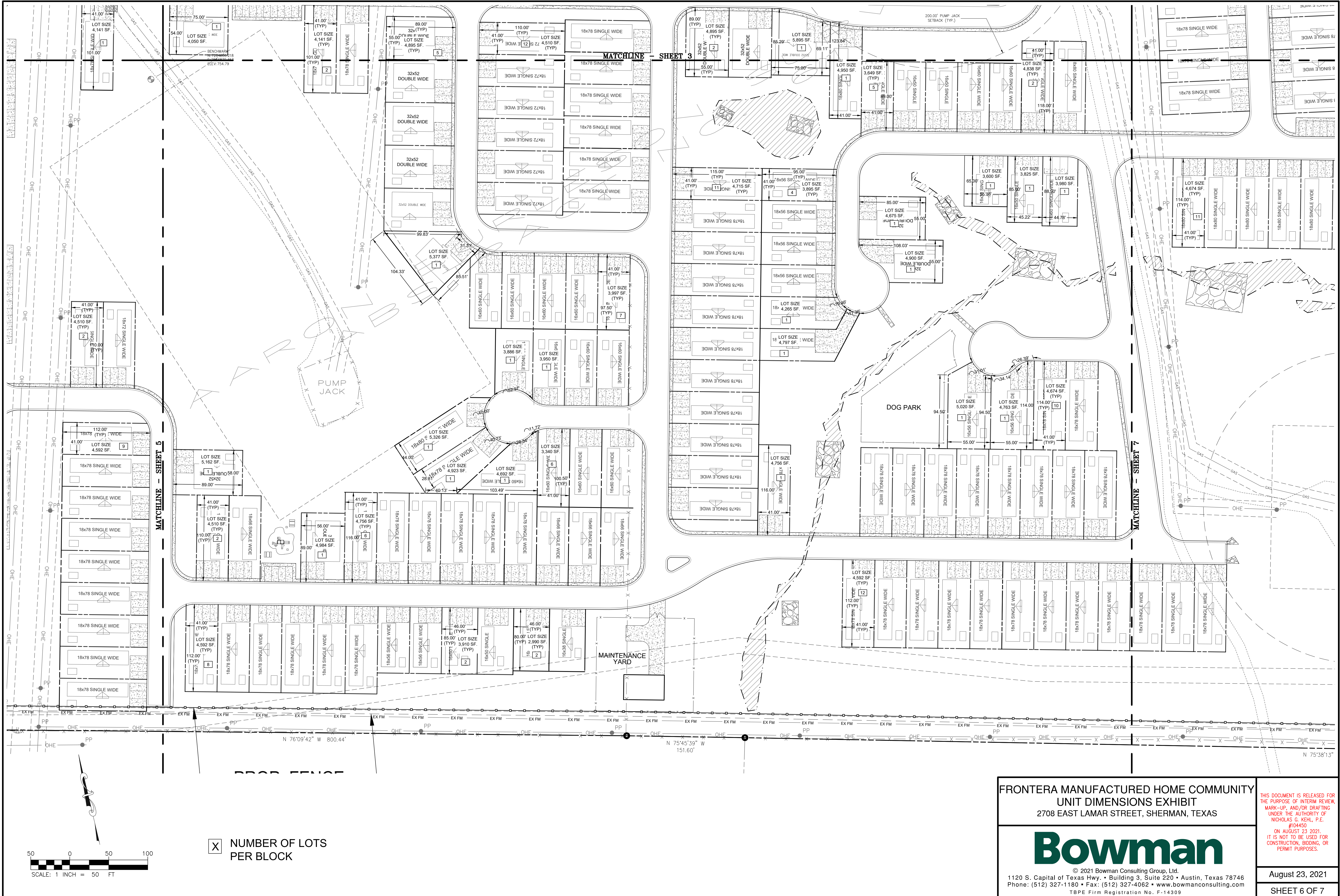
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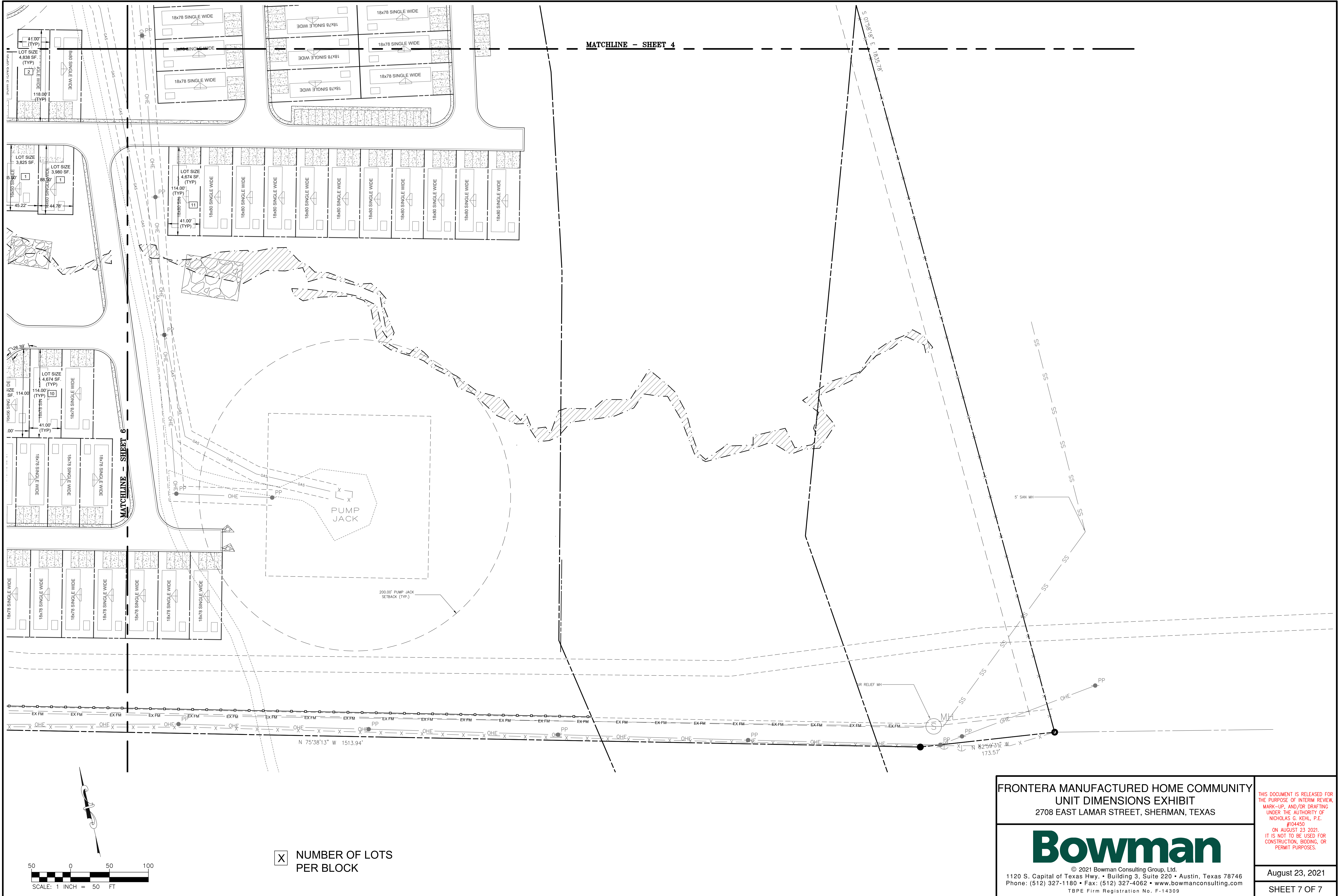
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X NUMBER OF LOTS PER BLOCK

50 0 50 100
SCALE: 1 INCH = 50 FT

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MATCHLINE - SHEET 4

MATCHLINE - SHEET 6

X NUMBER OF LOTS PER BLOCK



September 23, 2021

Rob Rae, AICP
Planning and Zoning
City of Sherman
220 W. Mulberry
Sherman, TX 75090

Re: **Frontera Manufactured Home Community**
2708 East Lamar Street
Sherman, TX 75090

Dear Mr. Rae:

The Frontera Manufactured Home Community is a 112.334-acre, 409-Unit, Manufactured Home Community proposed for the property located at 2708 East Lamar Street in Sherman, TX 75090. This Community is intended to be a legacy community, maintained owned and operated by First Step Homes. First Step Homes is a Manufactured Home Community developer that has extensive experience with Manufactured Home Communities and their long-term care, with over a dozen communities in the DFW greater region.

Currently, we are requesting a zoning designation, per Chapter 14: Zoning Ordinance of the City of Sherman Code of Ordinances, as a Manufactured Housing (MH) District. The current zoning of this property is R-A: Single-Family Agricultural. This development is currently in the City of Sherman ETJ, and we have intentions to apply for annexation into the city in the coming months, after the property has passed P&Z approval for rezoning from R-A to MH.

The following variances from the MH District requirements listed within Section 6.11 of the Zoning Ordinance are requested for this development:

(4)c. The minimum lot width per unit or stand shall be sixty (60) feet.

Individual lots will not be platted for each home. The minimum unit width for this development shall be forty (40) feet.

If you have any questions or require additional information, please call me at (469) 442-7553, or send an email to marley.phillips.1026@gmail.com.

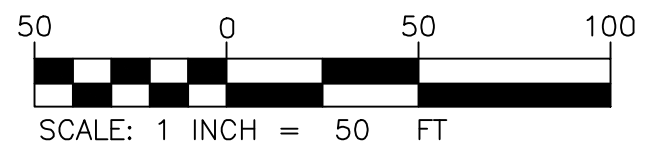
Best Regards,

Marley T Phillips

Marley Phillips
Land Development Manager
First Step Homes



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X NUMBER OF LOTS
PER BLOCK

FRONTERA MANUFACTURED HOME COMMUNITY
UNIT DIMENSION EXHIBIT
2708 EAST LAMAR STREET, SHERMAN, TEXAS

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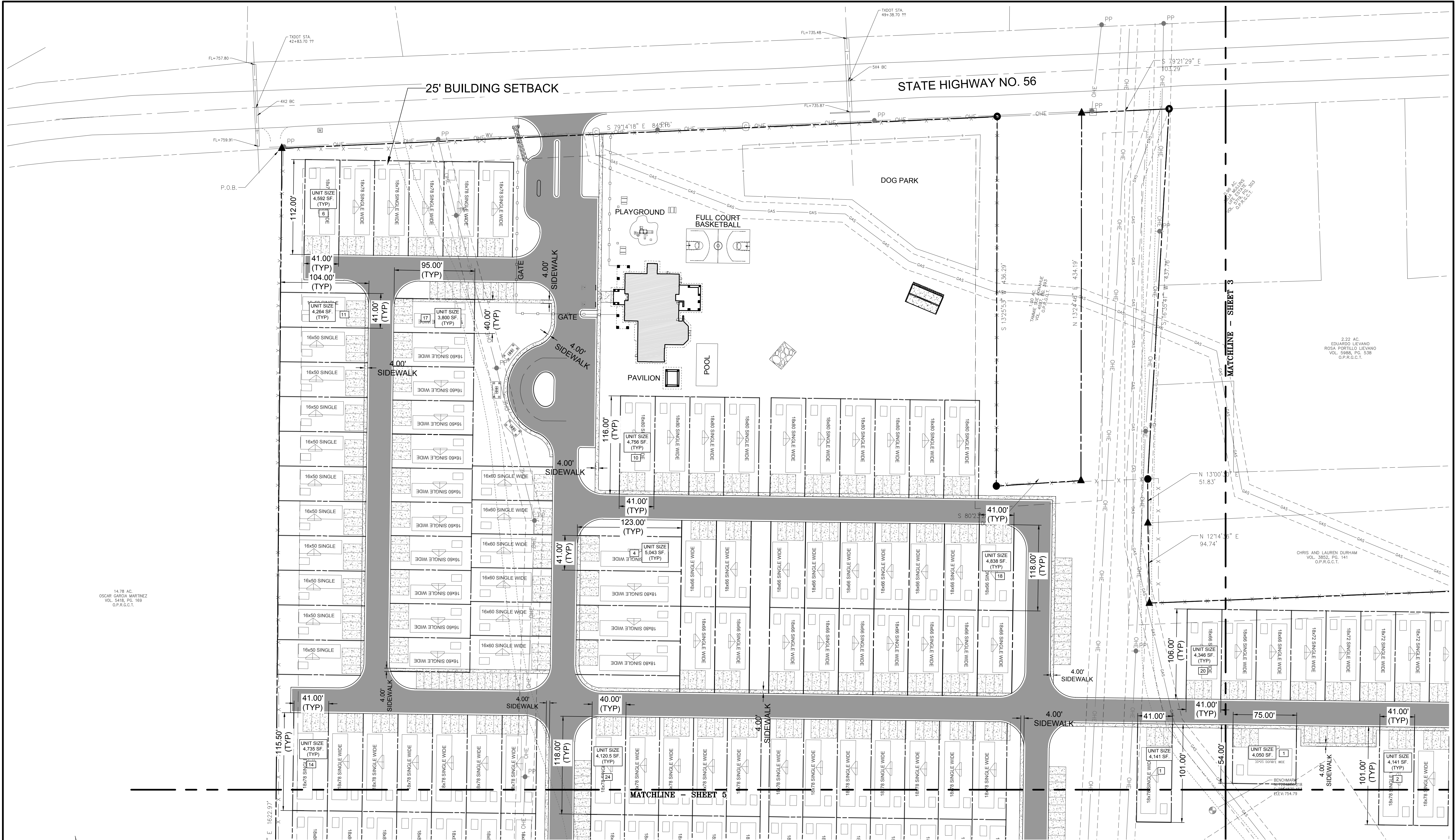
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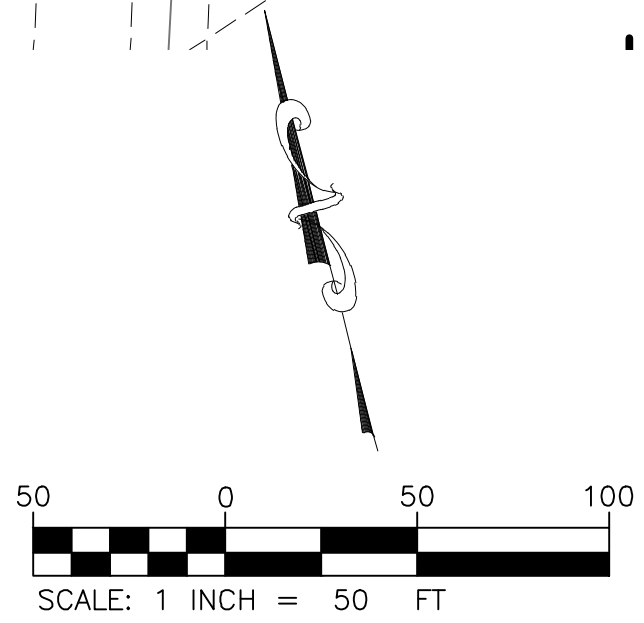
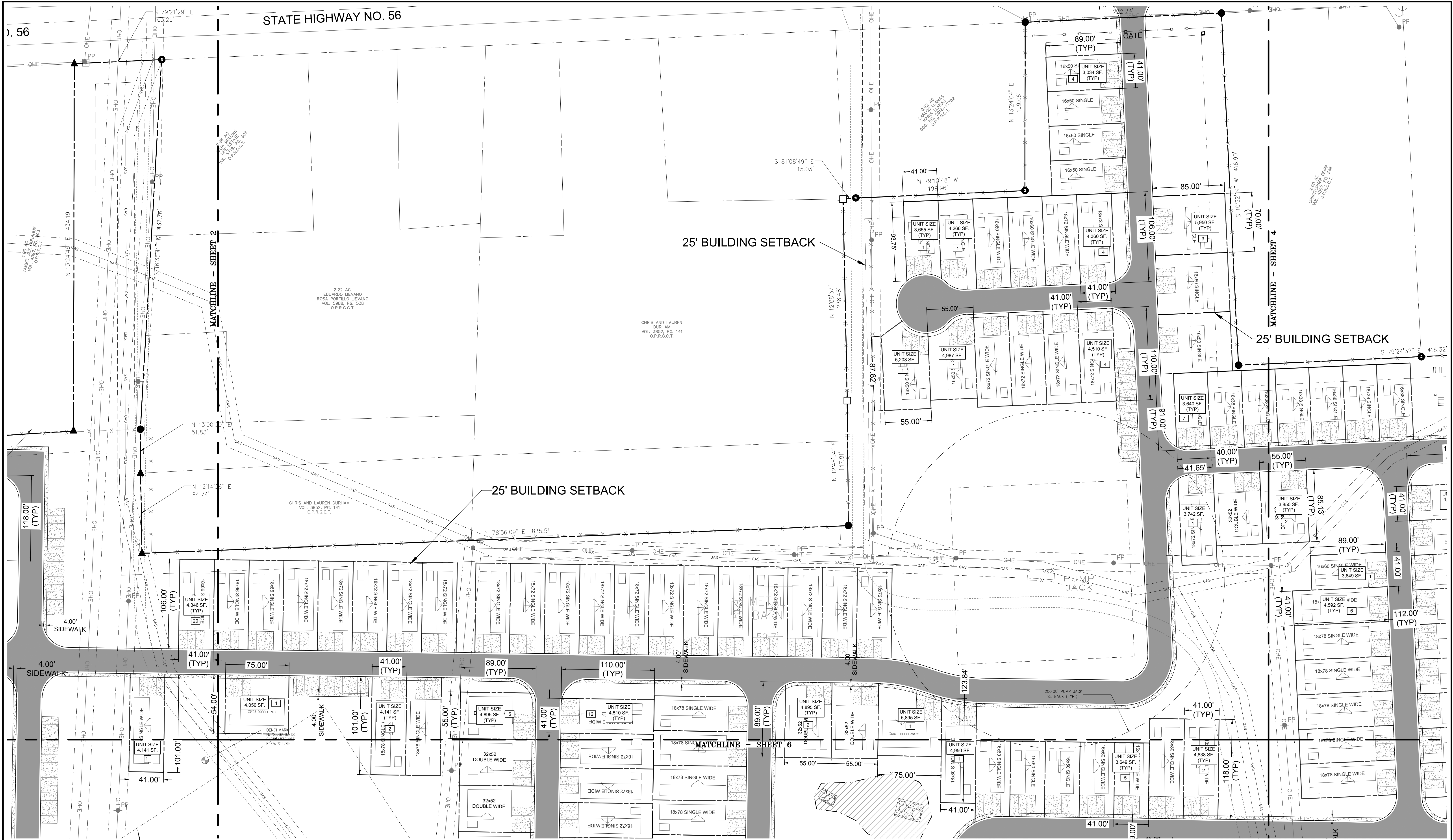
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September 23, 2021

SHEET 2 OF 8

PRELIMINARY NOT FOR CONSTRUCTION





X NUMBER OF LOTS
PER BLOCK

FRONTERA MANUFACTURED HOME COMMUNITY
UNIT DIMENSION EXHIBIT
2708 EAST LAMAR STREET, SHERMAN, TEXAS

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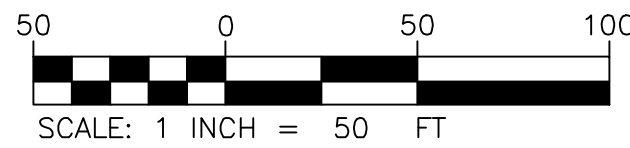
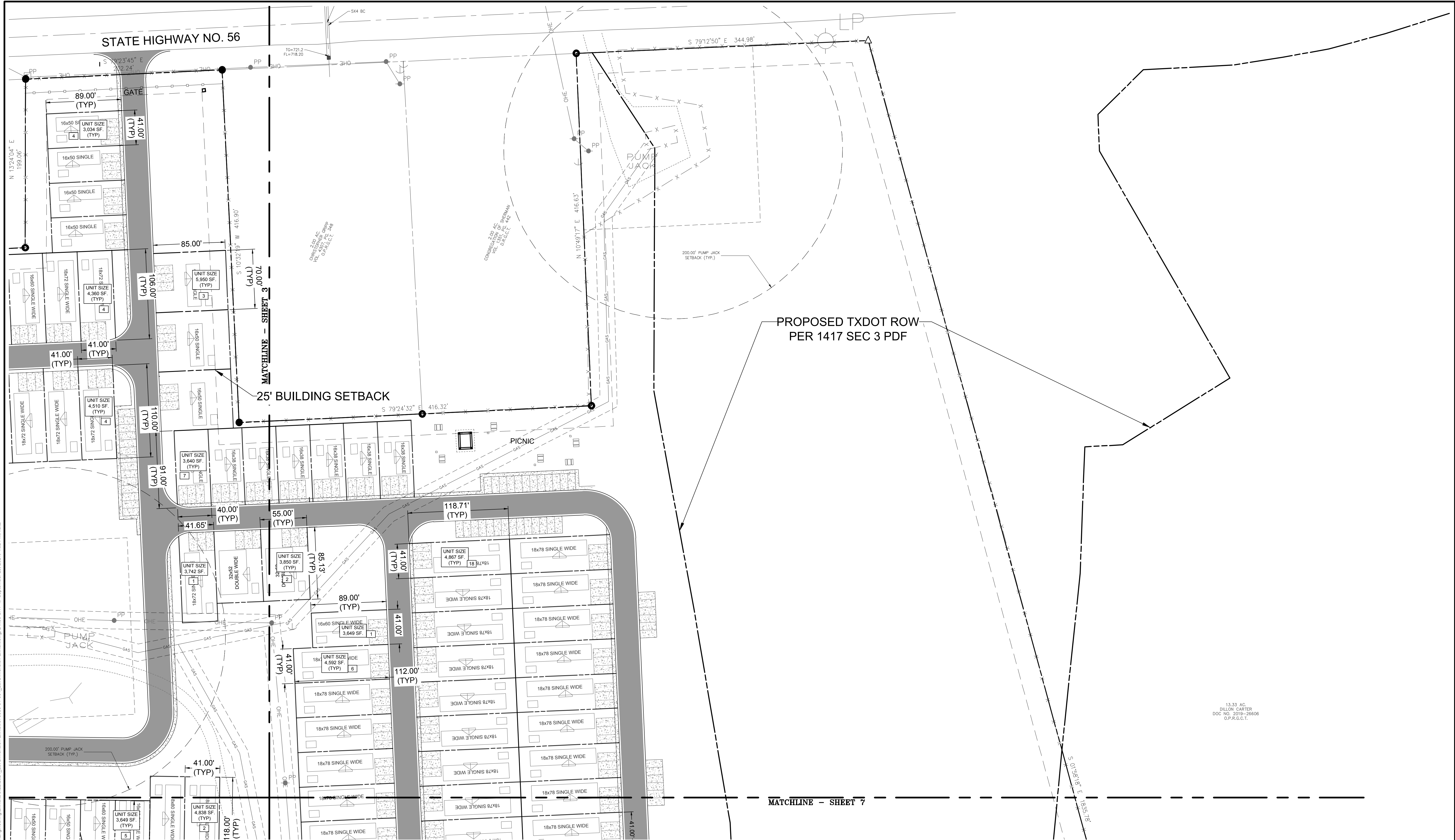
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SHEET 3 OF 8

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X NUMBER OF LOTS PER BLOCK

FRONTERA MANUFACTURED HOME COMMUNITY
UNIT DIMENSION EXHIBIT
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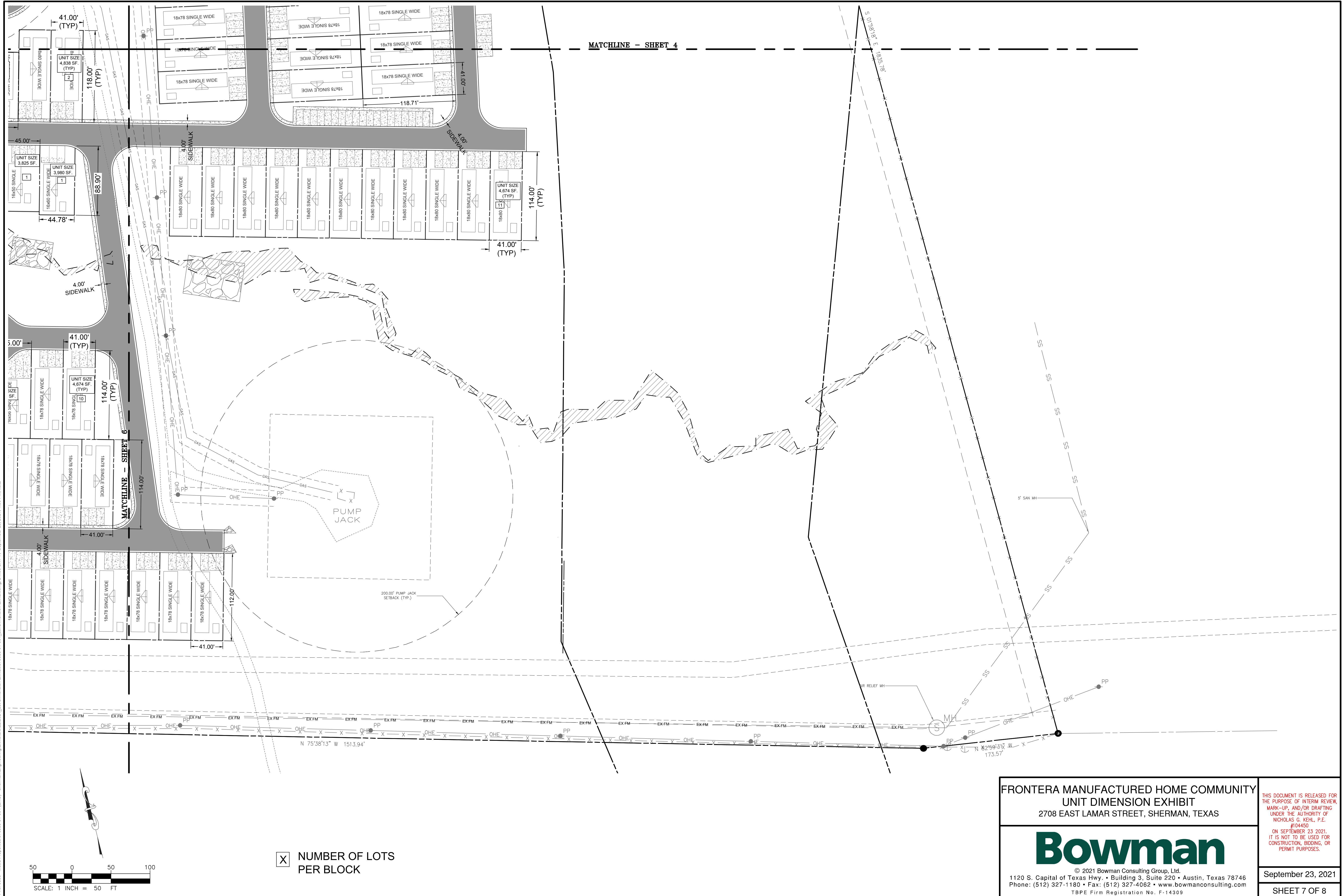
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September 23, 2021

SHEET 4 OF 8

PRELIMINARY NOT FOR CONSTRUCTION

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FRONTERA MANUFACTURED HOME COMMUNITY
UNIT DIMENSION EXHIBIT
2708 EAST LAMAR STREET, SHERMAN, TEXAS

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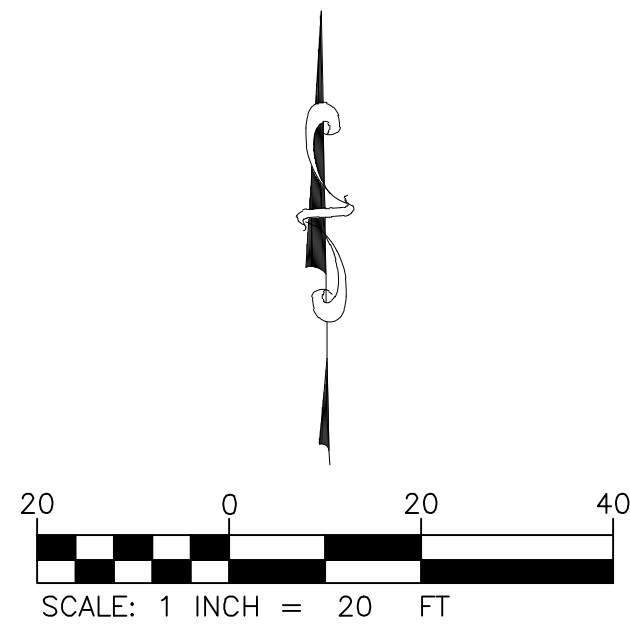
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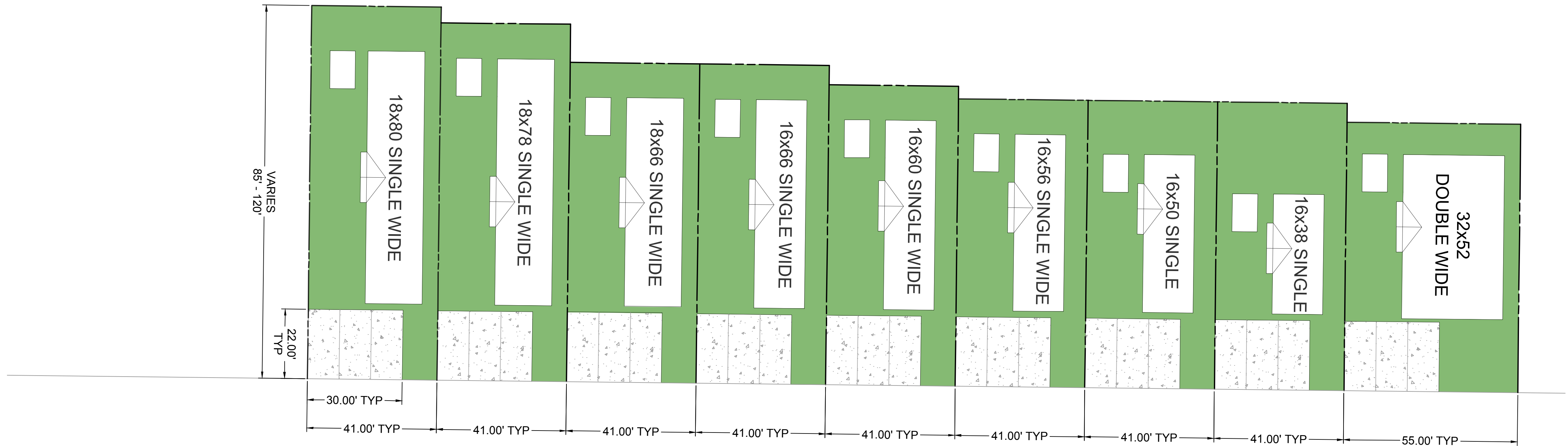
SHEET 7 OF 8

PRELIMINARY NOT FOR CONSTRUCTION

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X NUMBER OF LOTS
PER BLOCK



FRONTERA MANUFACTURED HOME COMMUNITY
TYPICAL UNIT DIMENSIONS
2708 EAST LAMAR STREET, SHERMAN, TEXAS

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SHEET 8 OF 8

PRELIMINARY NOT FOR CONSTRUCTION



FRONTERA

SHERMAN, TX

PROPERTY LOCATION



110 Acres | 384 Homes | Amenity Center | 2 Dog Parks | Basketball Court | Playground | Pavilion | Pool

3





COMMUNITY CENTER
IRVING, TX



SCREENING WALL AND GATED ENTRANCE



COMMUNITY CENTER



COMMUNITY CENTER



GATED ACCESS



AMENITY CENTER







FULLY EQUIPPED GYM



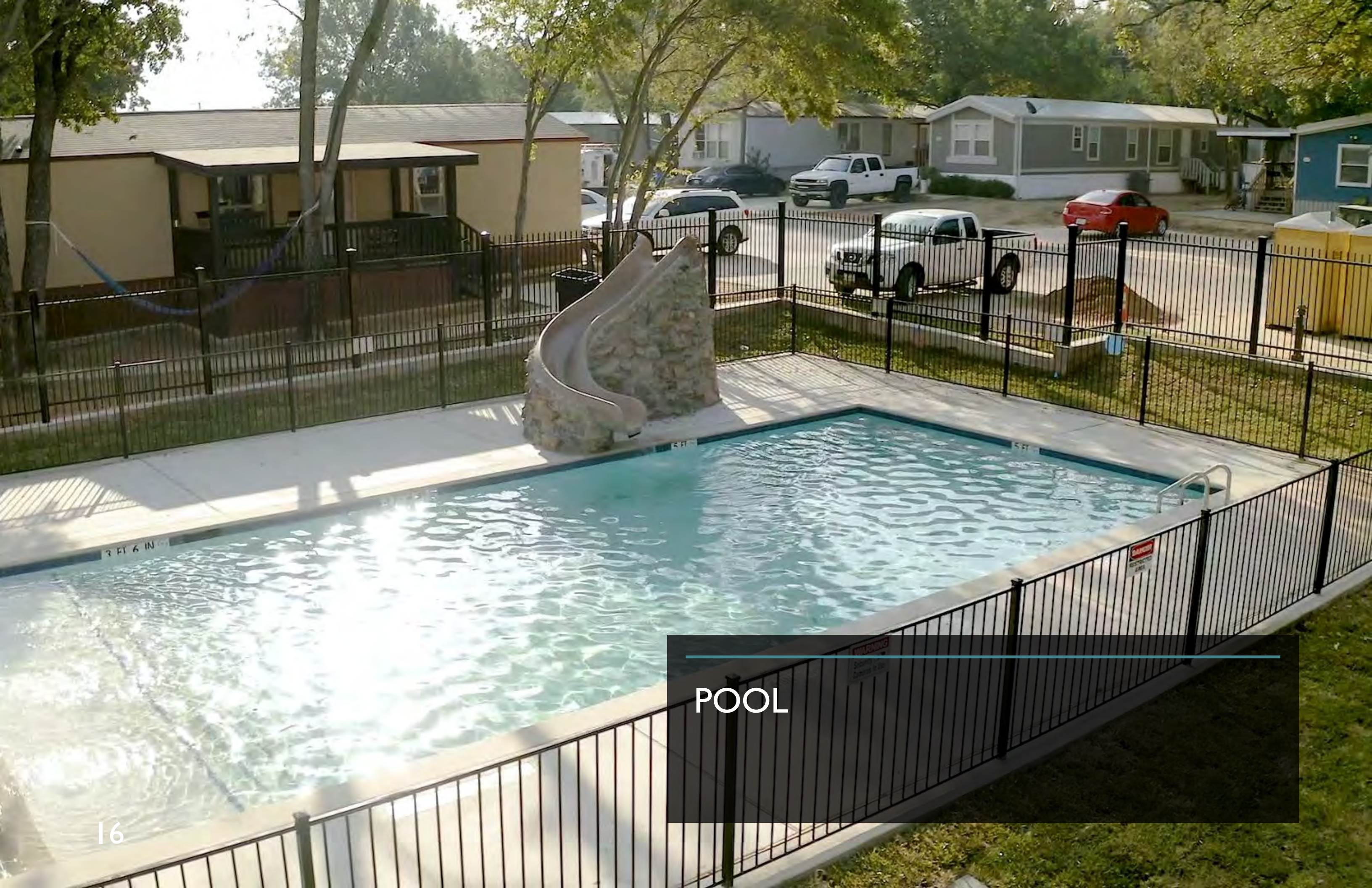
EXERCISE ROOM





PLAYGROUND AREA





POOL



OUTDOOR PAVILION



BASKETBALL COURT



BASKETBALL COURT





LANDSCAPING



please clean up
after your dog

PULL
BAG
→



INSTRUCTIONS FOR USE

1) PLACE HAND INTO BAG 2) PICK UP WASTE & TURN BAG INSIDE OUT 3) TIE & KNOCK & DISPOSE

PET WASTE STATIONS



SCREENING UTILITY METERS

SCREENING UTILITY
METERS







STONE SKIRTING WITH PIT SET



PIT SET HOMES



PIT SET HOMES



HOME INTERIOR







Kelly Ann Gray
City Council Member

...I wanted to say Thank You for thinking outside of the box and bring affordable housing to families that want to be home owners...

Wanda Conlin
Zoning Commission

...I went out and looked and this is a neighborhood...I think it's wonderful that they are planning to do an expansion of what's already there





April 12, 2017

To Whom It May Concern,

As Mayor of the City of Forest Hill, I have the opportunity to work with many caring and responsible developers in our City.

Such has been the case working with Mr. David Zulejkic on the 7 Oaks Mobile Home Park on Anglin Drive. Mr. Zulejkic and his team have taken a blighted area of our city and turned it into more than 40 new homes that families can enjoy and raise their children. Prior to his purchase of the property, only a few people lived in much older manufactured homes on a piece of property that had been neglected for many years. Now, it's a bustling residential development with neat and clean living areas, plenty of parking for homeowners, and storage buildings that complement each home.

The City of Forest Hill has seen tremendous growth, both residential and commercial, over the last 5 years. Our hidden gem is not going unnoticed and we are proud that Mr. Zulejkic has invested in the vision for our city. He has been diligent in following policies and procedures and been very proactive with our staff in every step of construction.

Based on this previous experience, our city would welcome Mr. David Zulejkic back to Forest Hill should another similar development opportunity arise here.

Thank you.

A handwritten signature in black ink, appearing to read "Gerald Joubert".

Gerald Joubert
Mayor
City of Forest Hill

From: **Bobby Rowland** <rowlandbobby7@gmail.com>

Date: Wed, Feb 24, 2021 at 6:16 AM

Subject:

To: <Colinasdelbosque.janet@gmail.com>

Dear Janet, my name is Bobby Rowland and I live at 3222 Peterson Dr W, Fort Worth, TX 76140. I have lived there for over 10 years. I know most emails are written to complain about something but this one is different. I wanted to say how good of a job Veronica is doing. Anytime I have had a problem she is quick to respond and get the problem taking care of no matter what time of day it is. Case in point I came home Thursday during all the cold weather and had a busted pipe. I called Veronica and it was taking care of in a half a hour. I can't tell you how much I appreciate that and you should feel lucky to have her part of your team. I am a tarrant County sheriff and work at the court house protecting the judges and see all kinds of people trying to take advantage of others and not wanting to help the resident people. That is not the case with Veronica. I just wanted to write and tell you how much I appreciate what she does.

God bless, Bobby Rowland

From: "Gilbert, Doyal" <Doyal.Gilbert@fortworthtexas.gov>
Date: April 19, 2017 at 12:19:56 PM CDT
To: "zulejkic@gmail.com" <zulejkic@gmail.com>
Subject: colinas mhp

Mr. Zulejkic, the crime in the area of Colinas MHP has gone down in the last five years since you have bought the property. I believe that is a direct reflection on you. I have been a police officer on that beat for 15 years. I have been the neighborhood police officer for 12 years. I have had dealings with several companies over the years associated with that property. Investors in the past have only had concerns on filling the mobile home park up and then selling. No one has ever invested in the property. At one point even the manager was allowing people to live in vacant homes and took cash on the side from those residence in order they wouldn't be on a lease. Management was not concerned with building a community. Since you have purchased the property, I have noticed a lot of changes. The old dilapidated houses were removed. Not only were those an eye sore, but all of them had broken windows or doors that provided the criminal element to hide stolen property in or stay in. The current houses that remained were given new skirts around the houses, new deck or porches and sheds for each home. New lighting was also installed all thorough out the property and you also up dated the roads on the property. You also installed cameras around the office. The cameras capture footage of people entering and exiting the property. Investing in the property you also updated the playground on the 7800 side. A new office was built for the 7700 side, a new playground and pool too. By investing financial assets in the property to the degree you have the residence then take pride in their homes. Residents maintain their lots better now that all the homes look so much better. When residents take pride in the property, they work better with police. When people feel connected, they want to preserve where they live. They call the police to report suspicious activity when it happens instead of after it happened. New lighting, cameras and the property being updated deters crime. That is the definition of the "broken windows theory." When you get little things under control, then the big things get taken care of. A majority of the crime that occurred on the property was from criminal element that didn't live on the property. Criminals were walking through the field on the west side of the property to gain access to the location. You were able to stop that by installing a privacy fence around the property. That was a huge deterrent to the criminal element. Once all that was in place, you hired security to do patrols at night. A lot of the residents were able to see the patrols at night and would let me know that security was out at night. The crime dropping in the area was because of your financial investment in that community and not as a result of anything the police department did.

I think that by investing in a property that had a long history of being inconsistent in ownership and management and showing the residents that this was not a "flip project", but a community building project, has made a huge difference in that area. Before you bought the property, in a 12 month time frame, I had four managers and two different owners. I understand that the area is not the best. It is a title one school district. That doesn't mean that the residence that live there don't deserve something nice. Because of the location, a lot of the residence can't afford houses or don't qualify for a home loan. By providing a mobile home community, you allow lower income people the ability to achieve the American Dream of home ownership. It just looks different for some. Residence have their own yard for kids to play in. They don't have to worry about loud neighbors above them or beside them, like they would in a muliti family community. The community they live in is surrounded by houses and not apartments, so it gives them a sense of pride in where they live. You have been able to achieve stability in a community where it was lacking. You provided the residence a manager that has been at the property for several years now that speaks multiple languages, so all the residence feel they can approach the manager if they have problems. The City of Fort Worth and the police department appreciate your long term investment in the community.

Doyal Gilbert
Fort Worth Police Department
Neighborhood Police Officer
817-988-1032







39

UPDATED FIXTURES







CONSTRUCTION

FOUNDATIONS AND SHEDS

CONSTRUCTION



Home foundations consist of concrete perimeter with moisture barrier and road base. This helps to eliminate moisture from the under side of the home



Sheds consist of concrete foundation with wood studs and smart siding

COMMUNITY RULES AND REGULATIONS

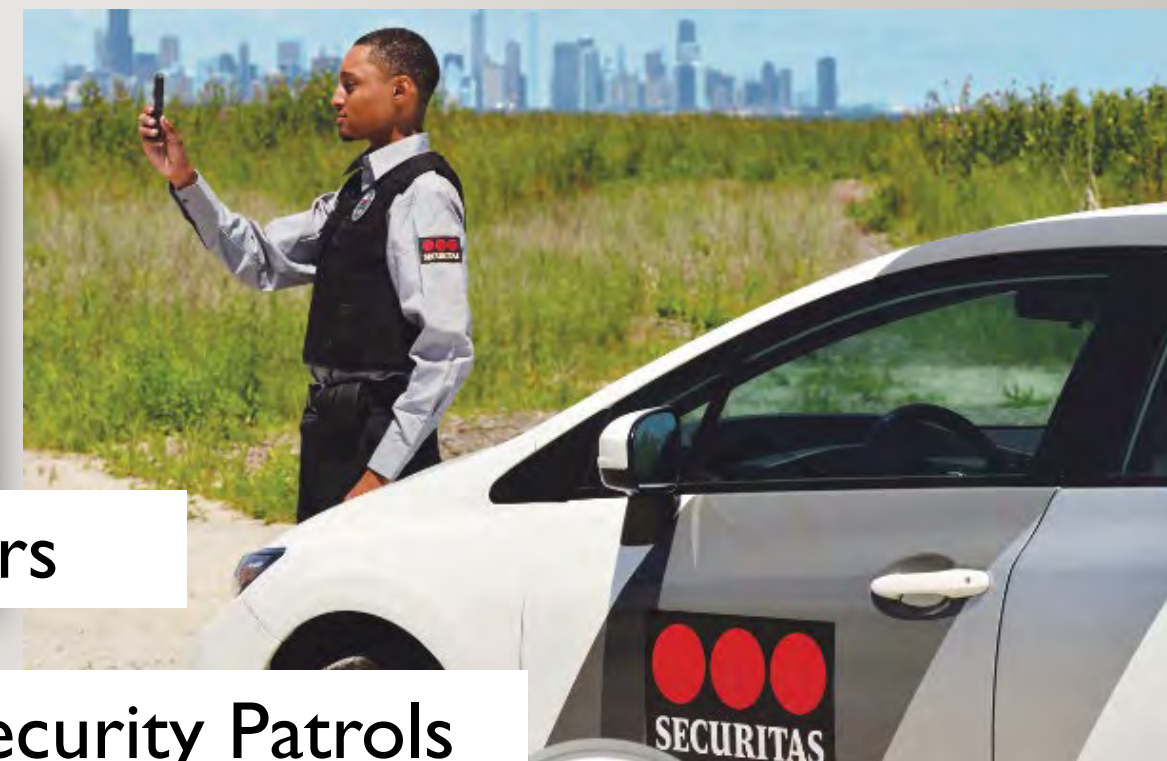
- Minimum standards and management approval for all homes
 - E.g., skirting, decks, carports, storage units
- Minimum maintenance and appearance standards for each home
 - E.g., landscaping, lawn maintenance, outdoor furniture, storage
 - Park financing available for home capital improvements
- Occupancy restrictions
- Parking and other vehicle regulations
 - No parking anywhere but designated parking spaces; no “on-street” parking
 - Permitted vehicles limited to cars, pickups, and motorcycles and in working condition
- No dangerous breed animals
- PROMOTES CLEAN AND SAFE NEIGHBORHOOD



Security Cameras



License Plate Readers



Security Patrols



Emergency Access via Strobe Switch



Gated with FOB access



CRIME FREE LEASE ADDENDUM

In consideration for the execution or renewal of a lease of the dwelling unit identified in the lease, Manager or Owner and Resident agree as follows:

Resident, any member(s) of the resident's household, a guest or any other person affiliated with the resident, at or near the resident premises:

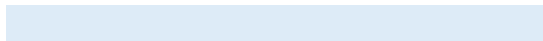
1. Shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Federal Controlled Substance Act [21 U.S.C. 802]).
2. Shall not engage in any act intended to facilitate criminal activity.
3. Will not permit the dwelling unit to be used for, or to facilitate criminal activity.
4. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance as defined in Texas Health and Safety Code Chapter 481 – Texas Controlled Substances Act, at any locations, whether on or near the dwelling unit premises.
5. Shall not engage in any illegal activity, including, but not limited to prostitution as defined in Texas Penal Code Chapter 43 – Public Indecency, criminal street gang activity or engaging in organized criminal activity as defined in Texas Penal Code Chapter 71 – Organized Crime, threatening, intimidating, or committing assault as prohibited in Texas Penal Code Chapter 22 – Assaultive Offenses, including but not limited to the unlawful discharge of a weapon, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage.
6. ***VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE RIGHT OF POSSESSION***. A single violation of any of the provisions of this added addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the right of possession. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Manager or Owner and Resident.



(Signature)

Date

(Print Name)



(Signature)

Date

(Print Name)



(Signature)

Date

(Manufactured Home Community)

Resident(s) Name: tkResPrimF tkResPrimL, tkResSecF tkResSecL
Address: tkHomeAddy tkParkCity, tkParkSt tkParkZ
Space No.: tkSpace

tkParkName

RULES AND REGULATIONS

Sign Off Sheet

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Resident Initials _____ / _____

Manager Initials _____

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Purpose

These Rules and Regulations provide **TKPARKNAME** and each resident with a set of standards of common responsibilities conduct, and respect for each other and the community.

As stated in the Lease Agreement, these Rules and Regulations are an integral part of maintaining the positive relationships we enjoy as a part of living in this modern manufactured home community. The owners and management of the community sincerely hope that you will enjoy a pleasant residency at our community, and your suggestions will always be appreciatively accepted and thoughtfully considered.

These Rules and Regulations form a part of the Lease Agreement and are binding upon the community, the residents, and any guests or invitees of residents.

Application for Residency

Residents must complete an application that is approved, pay the application fee, send the security deposit, and execute the Lease Agreement before any manufactured home for a prospective resident arrives. Applicants must provide suitable references from previous community operators or landlords if they have any. Applicants must also demonstrate financial capability to pay community fees and charges and financing cost, if any, of their manufactured home.

Resident Initials _____ / _____

Manager Initials _____

The management committee determines which applicants are approved or disapproved. The committee reserves the right to refuse rental to any applicant, and all decisions are final. Once an applicant is approved, the resident must obey all laws, ordinances, rules and regulations of the state of Texas, Dallas County, the City of Irving, and the community.

Rent

Rent is due on the first day of each month. Rent is considered late on the second day of each month, and a late fee of \$100.00 will be applied to your account. If lot rent is not paid by the tenth of the month, a ten-day notice of eviction will be issued. If not paid in full by the end of the tenth day, charges will be filed with the Justice of the Peace, and you will be charged court costs.

Rent payments are applied in the following order:

1. Violation fees
2. Unpaid home taxes and insurance
3. Water bills
4. Lot rent
5. Any other amounts due under the lease agreement

Please remember that any violations will be paid prior to rent. The violations and the rent must be paid in full by the first of the following month to avoid a late fee for that month.

How to Pay Rent

You can pay rent in one of the following ways:

- Free ACH Online Payments through Tenant Web Access
- Cash Pay with your “Pay Lease Card”

Please note that there is a \$38.00 charge to your account for returned payments.

Rent Calendar

Below is a calendar breakdown of when rent payments are due.

1. Rent is due.	2. Rent is late today, and \$100 late fee applied to your account.	3.	4.	5.	6.	7.
8.	9.	10. Notice of eviction issued.	11.	12.	13.	14.
15.	16.	17.	18.	19.	20.	21.
22.	23.	24.	25.	26.	27.	28.
29.	30.	31.				

Resident Initials _____ / _____

Manager Initials _____

Manufactured Homes

The community has the right to approve or reject any manufactured home if the home does not meet the community requirements for its appearance, design, and compatibility with the community. Residents are responsible for any improvements made to their manufactured home and are required to carry “Homeowners” insurance. The law requires residents to pay all personal property taxes on their manufactured home before they become delinquent, unless the home is part of a retail installment or sales contract with the community. The community is not responsible for damage, injury, or loss by accident, theft, fire, wind, flood, act of God or any other causes to the property, residents, or guests.

Moving Manufactured Homes

The community must supervise any manufactured home moving into, within, or out of the community, so residents must notify the community before moving a manufactured home into, within, or out of the community. Home movement is based on weather and soil conditions, since **homes cannot be moved on wet ground**. Management makes the final decision on when to move homes.

All items required for moving the home, such as hitches, running lights, and reflectors, must be removed when it reaches the site. The manufactured home’s owner is responsible for obtaining permits for installing or removing the unit. The community may give residents instructions on how to install or remove the manufactured home to protect the other homes and facilities in the community. Residents must follow these instructions. Residents are responsible for any damage to other homes or community property caused by the mover.

Manufactured Home Specifications

Texas State Law requires anchors, or tie downs, to be installed when the home is installed in the community and if the home changes owners while in the community. Residents cannot secure the roof of a manufactured home against the weather without written consent from the community, and residents cannot add any living quarters to the house. Management must approve window unit air conditioners before residents install them.

No manufactured home in the community can be less than 12 feet wide and 40 feet long.

Selling Manufactured Homes

By signing this document, residents acknowledge that selling a manufactured home does not include selling the property to the buyer. If a resident sells their home and the buyer wishes to stay in the community, the community must approve the buyer as a resident according to the prequalification procedures and other conditions stated in the Lease Agreement and Rules and Regulations. The community may require the buyer to reasonably upgrade the home to meet the standards of this document. If a new space lease agreement is assigned to the buyer, the resident is only responsible for rent up to the date the buyer begins paying rent.

Occupancy

Only people related by blood, marriage, or adoption can live in the manufactured home, and only one family is allowed per house.

- No more than six people can live in a home at one time
- No more than three adults can live in a home at one time
- No more than four children can live in a home at one time

Resident Initials _____ / _____

Manager Initials _____

Anyone eighteen years or older classifies as an adult. To be approved, each new resident must sign the Rules and Regulations, Application, and Lease Agreement before officially moving in to a home. **This section is strictly enforced.**

Guest Visits

Residents do not need to inform the community if they have guests stay less than seven days, but any guest(s) occupying the house for more than seven days must register with the community. If guests wish to stay more than thirty days, the community must approve their residency. Residents are responsible for their guest(s) compliance with community Rules and Regulations.

Children

Children must always be supervised by their parents, and children must follow the rules of the community for their safety. Residents are responsible for other children visiting their children.

- Children cannot disturb other residents or damage any property. Residents are responsible for any damage to community property by your children or those visiting your children.
- Children cannot play in other yards without permission.
- Children cannot loiter, play around in the office, in the streets, or around community construction.
- Children cannot climb fences.
- Children must be on the resident's lot by 9:00 p.m. and in the house by 10:00 p.m. This is a city ordinance.

These rules are primarily for the protection of your children and must be followed.

Subletting

Residents cannot rent, sublet, or lease their manufactured home under any circumstances. Only people registered and approved by management may occupy the home.

Cleanliness

Each resident is responsible for always maintaining a clean, attractive, well-kept lot.

Yard Upkeep

Residents should mow, weed eat, and clean their yard weekly or as needed through the winter months, weather permitting. Yard standards are up to the discretion of the Management.

Every Monday, a sign will be posted on the front of the property stating, "Monday Mow Yard." Yards are inspected and violation notices will be posted every Tuesday. If violations are not resolved by that Thursday morning, the community will mow or clean your lawn, and a \$50.00 violation fee will be applied to your account.

Residents are also responsible for landscaping their lawns. All landscaping must be approved in writing by Management. Residents should trim, water, care for, pull weeds, and control the growth of all plants, hedges, and shrubs.

The community is responsible for all large tree trimming.

Residents must contact management before digging in their yards to prevent damage to utility lines and pipes. If any lines or pipes are damaged by a resident, an agent, or a contractor, the resident must repair the damage at the resident's expense. If the community repairs the damage because the resident failed to

Resident Initials _____ / _____

Manager Initials _____

do so, the repair bills will be applied to your account. The full amount for the repair bills must be paid on the first day of the month following the billing.

Car Waste

Residents are required to repair and clean oil dripping and damage to driveway or roadway pavement. If wood chips, bark, rocks, or pebbles are used as part of landscaping, residents must ensure that none of the ground cover spreads to community pavement, such as the street, sidewalk, or driveway. If any of the ground cover does spread to community pavement, the resident is responsible for cleaning it up immediately.

No fuel, oil, or other explosive materials are allowed in any manufactured home or on any home space that will violate local fire codes or create a fire hazard. Only five gallons or less of gasoline can be stored on the property to fuel lawn equipment.

Outdoor Items

Only outdoor patio furniture approved by management is allowed on patios, porches, and yards. No overstuffed furniture, ironing boards, brooms, mops, freezers, refrigerators, washing machines, etc. are allowed outside the manufactured home.

Swimming pools and trampolines are prohibited.

Utilities

Residents are responsible for having all utilities professionally installed on their home by licensed contractors with the City of tkParkCity. **Residents are responsible for all utilities, including electricity, natural gas, water, and sewer.** Management is not responsible for the failure, default, improper set, or omissions by any utility. Community management must supervise disconnecting all utilities.

General Rules

- All wiring and plumbing inside or outside the home must comply with federal, state, and local requirements. Management must give residents written permission before altering existing community wiring or plumbing, and residents must pay for any alterations.
- Residents are responsible for all costs related to connecting the manufactured home to the community facilities and utilities.
- Tampering with any community utility service connections is strictly forbidden. Residents should inform management immediately if any equipment malfunctions. Management will either refer residents to the appropriate utility company or will repair the malfunction.
- The community is not responsible for any obligations the resident contracts for repair or maintenance to community property, regardless of the problem. Residents should notify management if they contemplate any of the actions above.
- The utility pedestals (meter and utility hook-ups) must always be accessible.

Electric

The community provides complete electrical service to the pole or pedestal located at the back of each lot. This includes the breaker (100 or 200 amp), breaker box, and a pole. These items are community property and will remain on the property once the Lease Agreement is terminated. Tampering or removing the breaker, electric service connections, or wire is strictly prohibited. If residents own their manufactured home, they are responsible for the electric service from the pole or pedestal to the home. If residents purchased their home from the community, the community is responsible for all installations. After the

Resident Initials _____ / _____

Manager Initials _____

home has been paid off and the home leaves the community, the wires and materials that feed the home from the electric service are community property. All installations must follow current building codes for the nation and city. Stream Energy provides electric service for Irving.

Natural Gas

Natural gas is available through Atmos Energy at the residents' expense. The community is responsible for gas lines after the meter feeding the home until the point of entry into the house. After that point, residents are responsible for repair and maintenance of the lines. The provider is responsible for all gas lines before the meter.

Water

The water line must be inspected for leaks, then insulated to prevent freezing. It must be buried at least one foot deep between the meter and the manufactured home. Residents are responsible for any leaks occurring from the outside of the meter box to the home or any leaks in the home. If leaks occur, the community will turn off the water until the leak is fixed. Tampering with the meters, meter boxes, or water service is grounds for eviction and will void the Lease Agreement. **The community will not issue any warnings.**

Sewer

The sewer line must be rigid plastic, at least three inches in diameter. The sewer line must have a steady grade from the manufactured home to the sewer service with no high or low spots that would prevent proper draining. The resident is responsible for maintaining the sewer line from where it begins at the home until it is attached to the ground. From that point, the community is responsible for the sewer line. If a stoppage has an unknown location, the community will clean the line. If the stoppage is located on the residents' side, the resident is responsible for the contractor fee to clean the line.

Trash Collection and Disposal

Dumping refuse on empty spaces or in any area around recreation or services areas is strictly prohibited. Residents must place trash in containers supplied by the City of tkParkCity or IESI. If residents desire to keep trash on their lot until plastic bags are full, the bags must remain in a trash can with a lid. The trash can must be kept behind the home, so it is not visible from the street.

Cable TV

The community allows cable TV, but the community can specify a certain cable company.

Home Accessories

Residents must submit a drawing or picture of the intended structure of any accessory for management to consider. If management approves the addition, the resident should install the accessory within thirty days unless otherwise indicated.

We suggest that all accessories should be installed by licensed contractors. Improvements or accessories constructed or installed by a resident must comply with existing building codes.

Steps and decks must be painted or stained when they are completed. Blocks, bricks, loose boards, or other similar materials are prohibited as steps or decks. The home accessory colors must match or be compatible with the manufactured home or its skirting to create an attractive appearance. Once the lease is terminated, the residents should remove the home addition. Swings, awnings, fences, storage buildings,

Resident Initials _____ / _____

Manager Initials _____

and other portable improvements remain on the property. Awnings and patio covers must either be painted or anodized aluminum or steel and must be an approved manufactures type.

Each of the following additions must follow the guidelines in the Rules and Regulations:

- Skirting
- Decks, stairs, and ramps
- Swings, awnings, porches, and patios
- Carport covers, storage buildings, and sheds
- Fences
- Satellite

Skirting

Skirting must be installed completely around the home and around decks or porches. All hitches must be skirted with the same skirting no less than sixty days after transporting. Community approved skirting must be professionally installed within sixty days after moving in. The skirting must be commercial grade and conform to the terrain around the house. The skirting wall must enclose all sides of the home, and the color must match or be compatible with the siding. If the manufactured home is installed with hitches, the hitches must be removed before installing skirting. If the hitch is not removeable, the skirting must be installed around it. Any skirting that is loose, damaged, or unsightly to the community must be repaired immediately by the resident.

Decks, Stairs, and Ramps

Front and rear entrances must have a landing of at least three feet by three feet. The landing and stairs or ramp must be enclosed by skirting at the bottom. The stairs or ramp must have railings if it is over thirty inches high. The decks, stairs, and ramps must be constructed from green lumber, stained, or painted, and all posts must be set in concrete or on concrete blocks.

Swings, Awnings, Patios, and Porches

Swings, awnings, and patios are allowed, but residents must receive permission from the community before installing any of these additions.

All porches must be built according to specific qualifications and must be approved by the office before building begins.

- All wood must be treated or painted
- All nails must be galvanized ring
- The porch must be self-supporting
- The porch cannot be bigger than eight feet by sixteen feet

Please see the attached diagram for more details on the porch requirements. Porches must meet the specification requirements detailed on the attached page, and construction must be preapproved by the property manager. Please contact your manager for pricing and pre-approval of self-construction and installation.

Carport Covers, Storage Buildings, and Sheds

Residents cannot install carport covers, storage buildings, and sheds. The community is responsible for these additions, and the community will maintain them for a fee, which is stated in your Lease Agreement.

Resident Initials _____ / _____

Manager Initials _____

Fences

Fences are not allowed within the community unless residents receive permission from management.

Satellite

Satellites cannot be installed on the manufactured home. Residents must mount the satellite on a pole that is ten feet from their house, but the pole must remain on their lot. Management must review and approve any exceptions to this rule.

Postal Boxes

The community provides mailboxes for free. Residents must report to the tkParkCity Post Office to provide any information the post office needs. The post office will assign a box and issue the keys. tkParkCity Post Office requires residents to present the signed Lease Agreement before they will issue a box and keys.

Automobiles

The speed limit throughout the community is fifteen miles per hour, and residents should always follow this speed limit.

Specifications

Passenger cars and trucks are the only vehicles allowed in the community. If the community must tow a vehicle for violating the following rules, the resident is immediately responsible for all removal fees.

- Residents must be state licensed drivers to operate vehicles within the community.
- Residents cannot have more than two vehicles per lot, and the vehicles must be parked in designated areas.
- Residents must register each vehicle kept within community boundaries with the office.
- Residents must remove any inoperable cars and vehicles without valid, current license plates and state inspection stickers within 48 hours. Residents cannot keep excessively noisy vehicles within the community.
- Residents cannot sleep in their car overnight.
- Residents must repair any car that drips oil, gasoline, or other fluids. Residents are responsible for cleaning and repairing any damage due to their car dripping.
- Residents cannot immobilize a car for repair anywhere in the community.
- Residents cannot keep a truck in the community larger than a one-ton pickup.
- Residents cannot keep any camper shells, boats, or trailers in the community unless management has given written permission.
- Residents cannot keep go-carts, dune buggies, four-wheelers, dirt bikes, or similar recreational vehicles in the community.
- Residents can keep motorcycles in the community that have valid license plates and state inspection stickers. Motorcycles must also be registered in the office.

Parking

Parking is permitted in designated parking areas only. Please remember the following rules:

- Do not ever park in a fire lane. Residents risk citations and towing if they park in the fire lane.
- Do not park in yards, grass, or streets.

Resident Initials _____ / _____

Manager Initials _____

- Do not have more than two cars per lot.
- Do not have a motor vehicle on the that is not operable or does not have a current license plate or current inspection sticker unless management has given written authorization.

If residents park a car illegally, the community will remove the vehicle. Residents are responsible for the risk and expense related to illegally parked cars.

Pets

Residents are always responsible for their pets. The following rules will be strictly enforced.

Violations

If residents violate any of the pet rules or another resident makes a valid complaint, the pet owner will receive an official written warning to either correct the problem, dispose of the pet, or vacate the space. If a second violation or complaint is received, the pet owner may receive an eviction notice.

Pet Specifications

Residents must register any pets at the office.

- Residents cannot have more than two pets per premise.
- Residents cannot keep pets that weigh more than thirty pounds or are taller than twenty-four inches, measured from the ground to the top of the pet's back when it is standing.
- Residents are not allowed to pet-sit or care for non-resident animals.
- Guests are not allowed to bring pets into the community.

Pet Maintenance

- Residents must always keep their pets on a leash when the pet is outside unless the pet is inside a fenced yard. Any loose or unattended pets will be removed from the community by the City of tkParkCity Irving Animal Control.
- Residents cannot tie or chain up their pets at any time.
- Residents must keep their pets inside the home from dusk until dawn and when residents are not home.
- Residents must keep pets current on their vaccinations and must ensure they are tagged with a resident's name and phone number.
- Residents must clean up and remove all pet refuse and defecation from all leased property and common areas.
- The community will remove noisy or unruly pets within the time frame given by the community in writing. If the resident fails to remove the pet, the resident might have a lease termination and Home Purchase Agreement termination.
- No pets removed from the community will be allowed back in the community for any reason.

Dog Breeds

Dogs must be under twenty-five pounds full-grown and cannot be aggressive breeds. If you are unsure whether your dog is an aggressive breed, please contact the office for more information.

Residents are not allowed to keep dogs with a bite incident record.

The breeds pictured on the attached page are considered aggressive and are not permitted on the property. If you have any of these breeds as pets, you will be given three days' notice to vacate the property.

Resident Initials _____ / _____

Manager Initials _____

General Rules

- If a resident's conduct while within the community results in criminal charges, the resident violates these Rules and Regulations.
- Residents are prohibited from using any illegal drugs or narcotics in the community, and any violations will be directly reported to law enforcement.
- Soliciting, peddling, or selling is prohibited in the community, and any violations should be immediately reported to management.
- Residents cannot create any loud or disturbing noises at any time. Residents should keep all radio, stereos, TV, musical instruments, and conversation at a level that will not disturb other residents. Loud parties and/or excessive drinking are prohibited.
- **Fireworks are prohibited.**
- Residents cannot keep an open fire on the property. Charcoal grills are not considered open fire.
- If residents and their guests, agents, representatives, or property cause damage to another resident or property, the resident in charge of the person or property causing the damage is responsible for the damage.
- Residents cannot conduct any commercial enterprises in the community without written consent from management.
- Residents must receive written permission from management before having a yard sale.

Complaints

Complaints must be presented in writing to management during office hours. All complaints must be dated and signed. Complaint forms are available in the office.

Warnings and Fees for Violations

If management notices a violation of these Rules and Regulations or if a resident makes a valid complaint, management will issue a warning unless a different notice is required by the Lease or law. The violator will have three days to correct the violation. If the violation is not corrected by the third day, a second warning will be issued. If the violation is not corrected within three days of the second warning, the following fees will be issued depending on the situation. The time frame for warnings may change depending on the situation or if a different time frame is listed in the Rules and Regulations. The warning will have the fees and time frame to correct the issue written on it.

The fee schedule:

- Any violation that does not require community maintenance crew to correct will be a fee of \$50.00.
- Any violation that requires community maintenance to correct will be an initial fee of \$50.00 plus \$50.00 per hour for time spent to correct the violation.

Termination of the Agreement by the Community – Eviction

The community can terminate the Lease Agreement and evict the resident for any of the following reasons, including those stated in the Lease Agreement:

- If a resident knowingly makes any false or misleading statements on the residency application

Resident Initials _____ / _____

Manager Initials _____

- If a resident does not pay rent or other charges listed in the Lease Agreement or Rules and Regulations
- If a resident fails to obey local ordinances and state laws relating to manufactured homes
- If a resident violates a local ordinance or state law relating to a property owner or the community
- If a resident is convicted of criminal activity
- If a resident fails to comply with the terms of the Lease Agreement and the community's Rules and Regulations
- If a resident allows any situation or condition to exist which the management deems detrimental to the welfare of the community

Notices

Residents can give any notice of payment required by the Lease Agreement, by the community's Rules and Regulations, or by any law by personally taking the notice to the office or mailing the notice to TKPARKADDY, TKPARKCITY, tkParkSt TKPARKZ.

The community can give any notice required by the Agreement or the community's Rules & Regulations by personally taking the notice to the resident's home and posting it on the screen door or main door or by mailing the notice to the resident's address.

Exception to a Provision

If the community and resident agree to make an exception to a provision of the Rules and Regulations, that exception will be stated in writing and initialed by both parties.

Modification and Acceptance of Rules and Regulations

Management has the right to add or alter these Rules and Regulations if necessary for the safety, care, and cleanliness of the community. Residents will comply with all rules that management might add or alter through a written notice to the community. Management will enforce these Rules and Regulations to make sure the community remains healthy, safe, well, and comfortable.

Residents acknowledge reading and understanding these Rules and Regulations and agree to comply with all. These Rules and Regulation are a binding legal document and are an important part of the Application for Residency, Security Deposit Agreement, and Lease Agreement between residents and the community. By signing the Rules and Regulations, you as residents agree to be bound by everything it contains. Residents acknowledge that violations, single or several, may be grounds for immediate termination of the lease and eviction from the community.

If you have any questions, ask them **before** you sign the Rules and Regulations. After you sign, you will be given a copy of the Lease Agreement, Rules and Regulations, and all applicable documents.

Important Numbers

Office: tkMaintPh

Emergency Number:
Emergency: 911

Non-Emergency Numbers:
tkParkCity Police:

tkParkCity Fire:

Resident Initials _____ / _____

Manager Initials _____

Local Offices:

tkParkCity Post Office:

tkParkCity Public Library:

Additional Residents

The community a listing below of all other person(s) or resident(s) who will live on the lot and follow the Lease Agreement and Rules and Regulations. Residents agree that no other people besides those listed below will live on the property without prior written approval from the community.

Date: ____ / ____ / ____ Name: _____ DOB: ____ / ____ / ____

Date: ____ / ____ / ____ Name: _____ DOB: ____ / ____ / ____

Date: ____ / ____ / ____ Name: _____ DOB: ____ / ____ / ____

Date: ____ / ____ / ____ Name: _____ DOB: ____ / ____ / ____

Date: ____ / ____ / ____ Name: _____ DOB: ____ / ____ / ____

Signing

I, **tkResPrimF tkResPrimL, tkResSecF tkResSecL**, acknowledge that I have read all the above Rules and Regulations and I agree to follow these rules.

Executed on this tkDateD day of tkDateM, 20tkYr.

tkResPrimF tkResPrimL (sign)

tkParkName
tkParkMan, Community Manager
tkParkAddy, tkParkCity, tkParkSt tkParkZ
Phone: tkParkPh

tkResSecF tkResSecL (sign)

Please INITIAL every page.

Resident Initials ____ / ____

Manager Initials ____



Chow



Doberman Pinscher



German Shepherd



Husky



Pitt Bull



Rottweiler

Resident Initials _____ / _____

Manager Initials _____

SATELLITE DISH PLACEMENT



This is **NOT** proper placement of a Satellite Dish. The Satellite Dish **CAN NOT** be attached to the house.



This **IS** proper placement of a Satellite Dish. The Satellite Dish **MUST** be on a pole 10 ft from your house, but the pole must remain on your lot.

Resident Initials _____ / _____

Manager Initials _____

1. ALL WOOD MUST BE TREATED OR PAINTED
2. ALL NAILS GALVANIZED RING
3. PORCH MUST BE SET & SUPPORTING
4. MAXIMUM SIZE 8'x6'
5. ALL DECKS/PORCHES MUST BE APPROVED BY OFFICE

STAIR NOTES

1. MUST BE HUNG WITH HANGER
2. MUST HAVE 3/4" TO 1 1/2" RISE
3. MUST HAVE RAIL

1. MUST BE HUNG WITH HANGER
2. MUST HAVE 5-1/2" TO 7-1/2" RISE
3. MUST HAVE RAIL



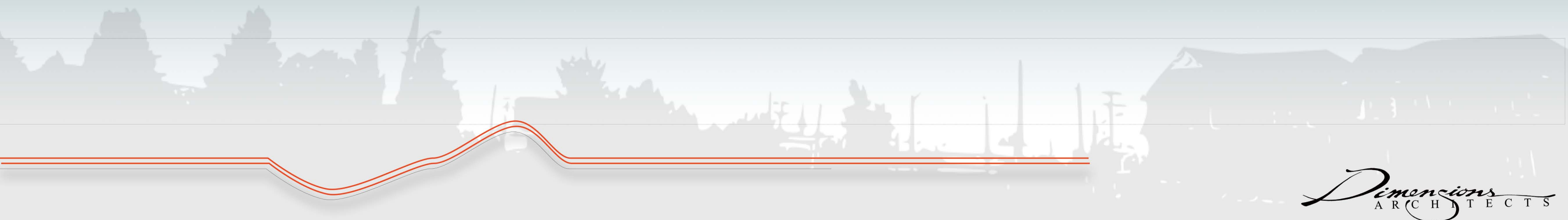
NO. 42

10	PORT DETAILS	12/0/20
110	Revision / 90.06	2009

PORCH DETAILS

PROBES	1.000
CANAL	
DATA	2.133/2.131
DATA	3.120/3.125

A-1



.....TYPICAL HOME FEATURES



MANUFACTURERS

Jessup Housing
Legacy Housing
Oak Creek Homes
RGN Homes
Clayton Homes
Champion/Skyline Homes

FEATURES AND AMENITIES

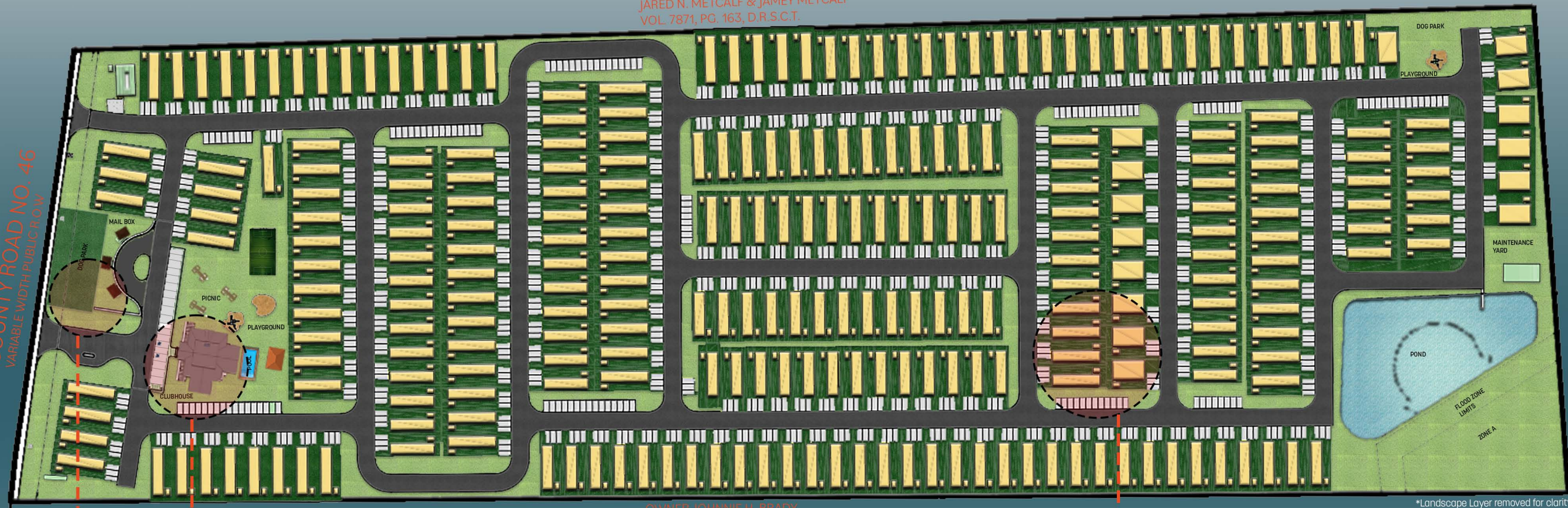
Non-flammable Sheetrock / VOG walls
PEX Plumbing
At least R11/11/22 Insulation
Exterior Water Spigot
Stainless Steel Sink
Matching Shed and Front Porch
Perimeter Landscape

.....SITE PLAN.....

CALLED: 18.923 ACRES
 JARED N. METCALF & JAMEY METCALF
 VOL. 7871, PG. 163, D.R.S.C.T.

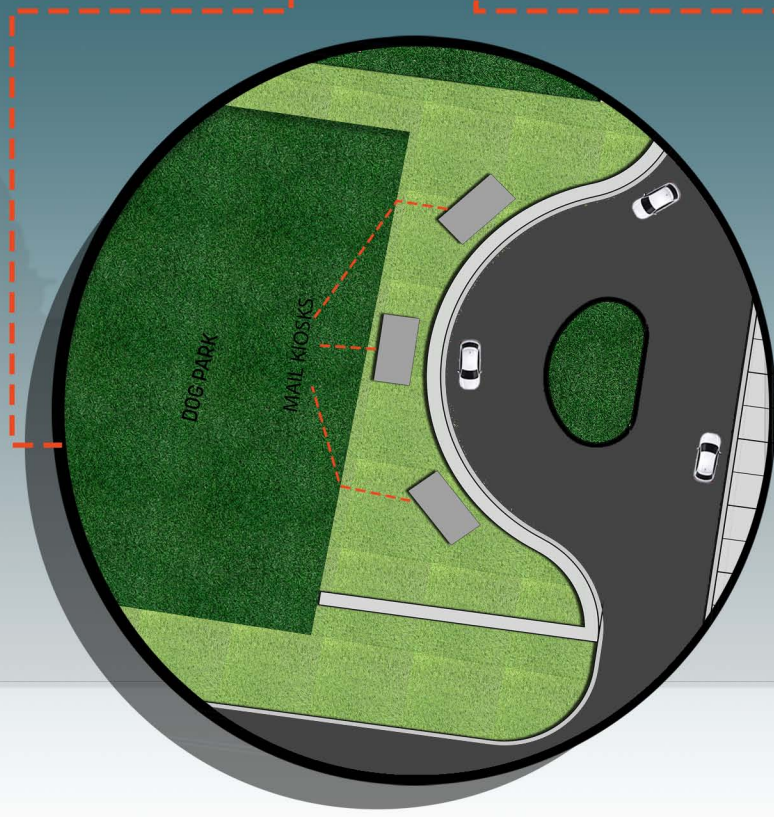


COUNTY ROAD NO. 46
 VARIABLE WIDTH PUBLIC ROW

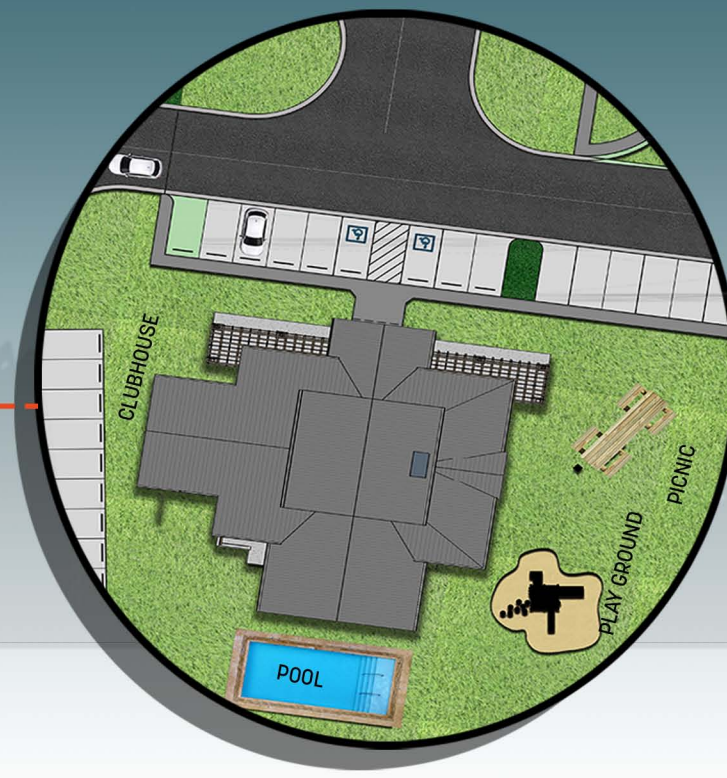


OWNER-JOHNIE H. BRADY
 VOL. 6362, PG. 13, D.R.S.C.T.

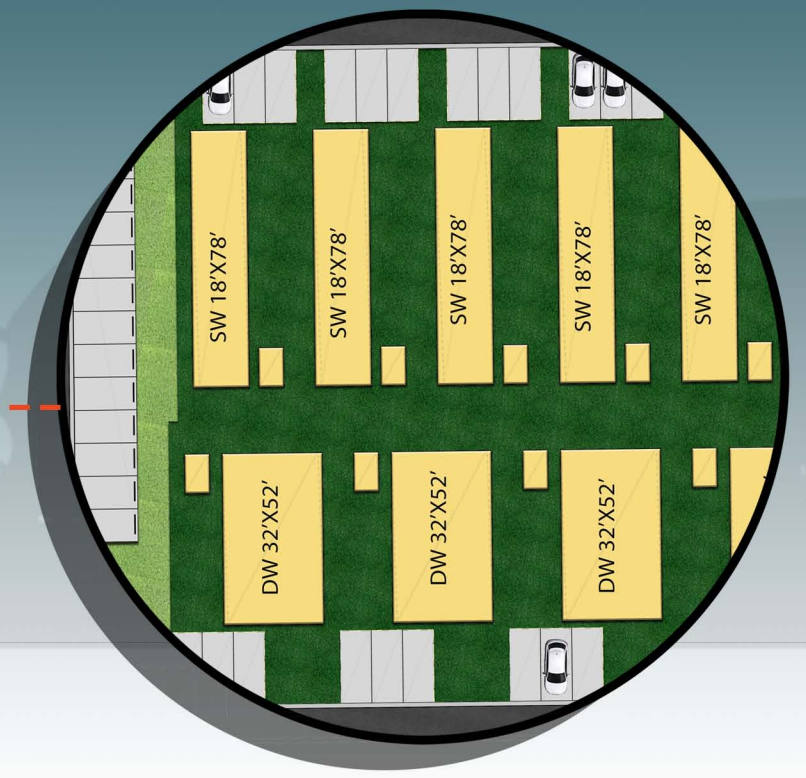
*Landscape Layer removed for clarity



MAIL CENTRE



CLUBHOUSE



HOUSING ARRANGEMENT

.....CLUBHOUSE.....



.....CLUBHOUSE.....



FRONT VIEW

FEATURES AND AMENITIES

Conference Room
Computer Lab
Lounge
Kitchen
Restrooms
Laundry Room
Gym/ Exercise Room
Yoga Room*

.....CLUBHOUSE.....

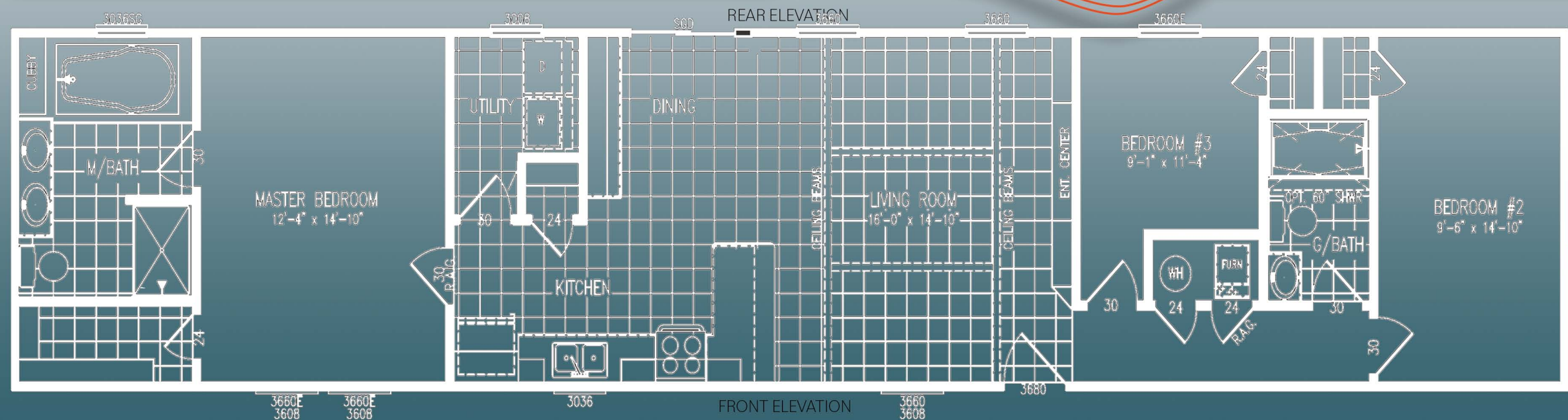


REAR VIEW

FEATURES AND AMENITIES

Outdoor Grill Area
Swimming Pool
Basket Ball Court
Children's Playground
Picnic Pavillion

16' WIDE



SKIRTING OPTIONS

- SMART BOARD
- CORRUGATED METAL
- STONE
- SUNKEN PIT

ROOF OPTIONS

- ASPHALT SHINGLES
- R PANEL METAL ROOFING
- GALVALUME (SILVER)
- RUSTIC RED
- FOREST GREEN

OVERALL SPECS

16 X 76 (80) OVERALL
15'6" X 76 BOX, 1178 LVG SQ.F.T
3 BEDRROM 2 BATH

KEY FEATURES

- ENTERTAINMENT CENTER
- PANTRY
- WALK-IN CLOSET
- SPLIT FLOORPLAN
- FULL TAPE & TEXTURE
- LOW-E WINDOWS
- HVAC VENTS IN CEILING
- AVAILABLE AS MODULAR

MAIN BODY COLOR OPTIONS

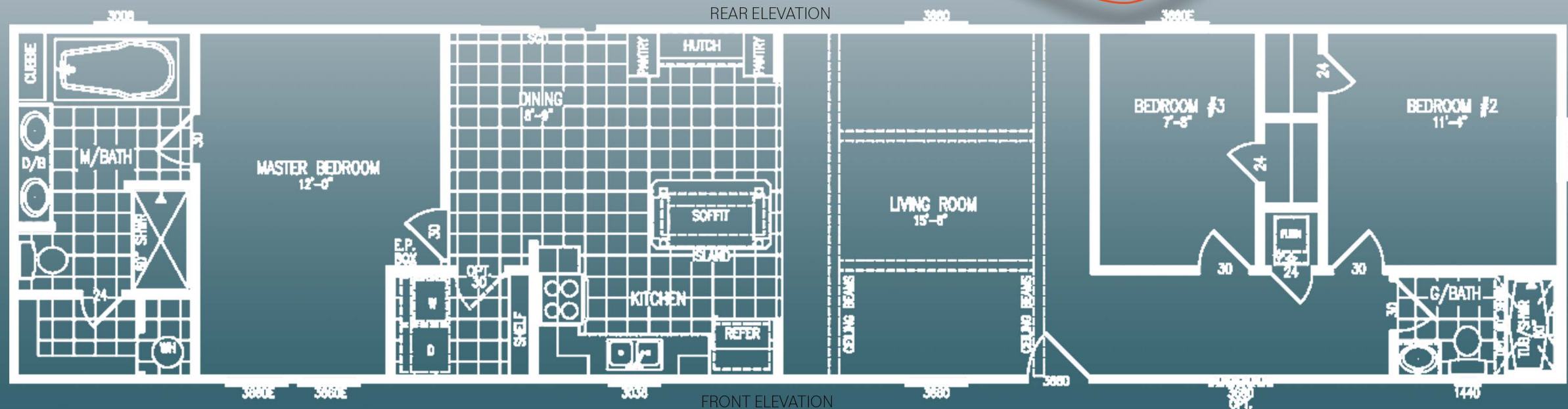
- COPPER HIDE
- BURNT CAMEL
- CUSTOM TAN
- OLIVE SAWDUST

TRIM COLOR OPTIONS

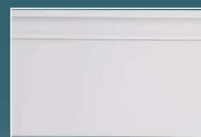
- RARE WOOD
- WHEAT WOOD
- RARE WOOD
- WHEAT WOOD



18' WIDE



SKIRTING OPTIONS



SMART BOARD



CORRUGATED METAL



STONE



SUNKEN PIT

ROOF OPTIONS



ASPHALT SHINGLES

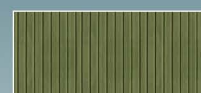
R PANEL METAL ROOFING



GALVALUME (SILVER)



RUSTIC RED



FOREST GREEN

OVERALL SPECS

18 X 76 (80) OVERALL
17'6" X 76 BOX, 1330 LVG SQ.F.T
3 BEDROOM 2 BATH

KEY FEATURES

KITCHEN ISLAND
PANTRY
WALK-IN CLOSET
LARGE SHOWER
SPLIT FLOORPLAN
AVAILABLE AS MODULAR

MAIN BODY COLOR OPTIONS



COPPER HIDE



BURNT CAMEL



CUSTOM TAN



OLIVE SAWDUST

TRIM COLOR OPTIONS



RARE WOOD



WHEAT WOOD



RARE WOOD



WHEAT WOOD

FRONT ELVATION

LEFT ELVATION

RIGHT ELVATION

REAR ELVATION

.....16'/18' WIDE.....



UTILITY



LIVING ROOM



BEDROOM 3



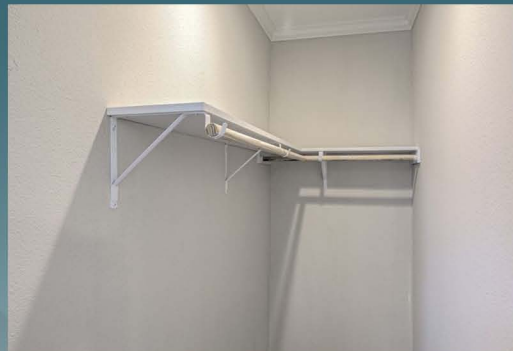
BATHROOM 2



BATHROOM 1



BEDROOM 2



MASTER CLOSET

MASTER BEDROOM



KITCHEN

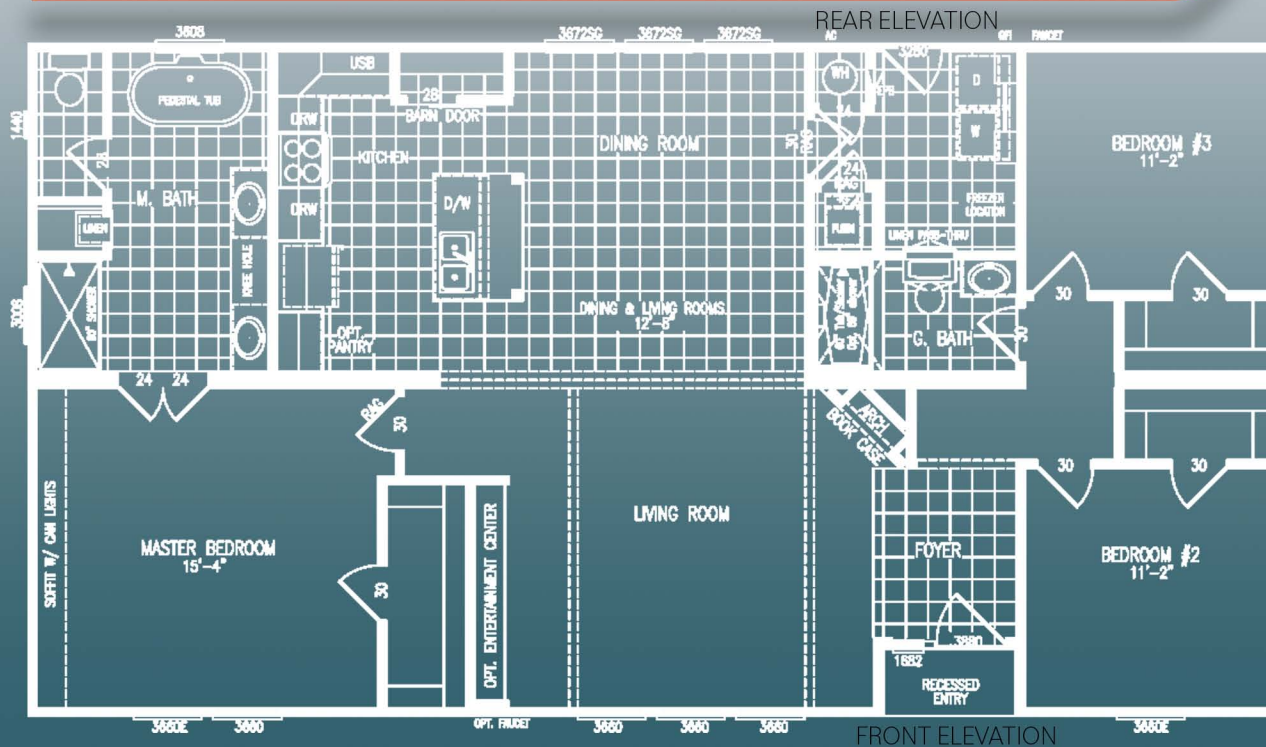


DINING



INTERIOR PICTURES

DOUBLE WIDE



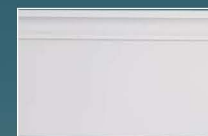
OVERALL SPECS

32 X 56 (80) OVERALL
30'6" X 56BOX, 1680 LVC SQ.F.T
3 BEDROOM 2 BATH

KEY FEATURES

KITCHEN ISLAND
ENTERTAINMENT CENTER
PANTRY
WALK-IN CLOSET
LARGE SHOWER
SPLIT FLOORPLAN
FULL TAPE & TEXTURE
LOW-E WINDOWS
HVAC VENTS IN CEILING
AVAILABLE AS MODULAR

SKIRTING OPTIONS



SMART
BOARD



CORRUGATED
METAL



STONE



SUNKEN PIT

ROOF OPTIONS



ASPHALT
SHINGLES

R PANEL METAL ROOFING



GALVALUME
(SILVER)



RUSTIC
RED



FOREST
GREEN

MAIN BODY COLOR OPTIONS



COPPER HIDE



BURNT CAMEL

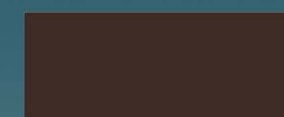


CUSTOM TAN

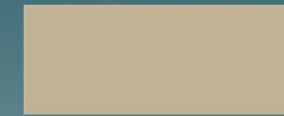


OLIVE SAWDUST

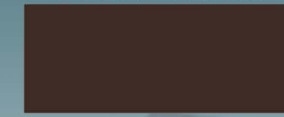
TRIM COLOR OPTIONS



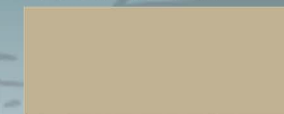
RARE WOOD



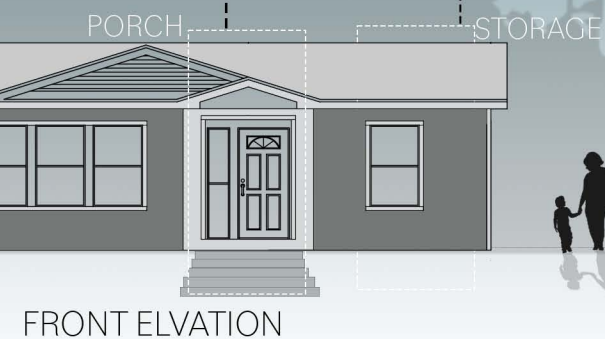
WHEAT WOOD



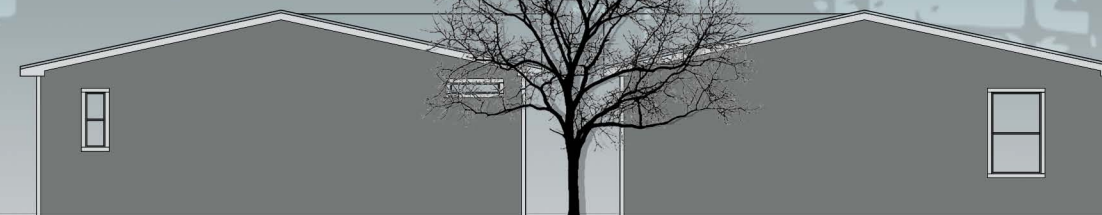
RARE WOOD



WHEAT WOOD



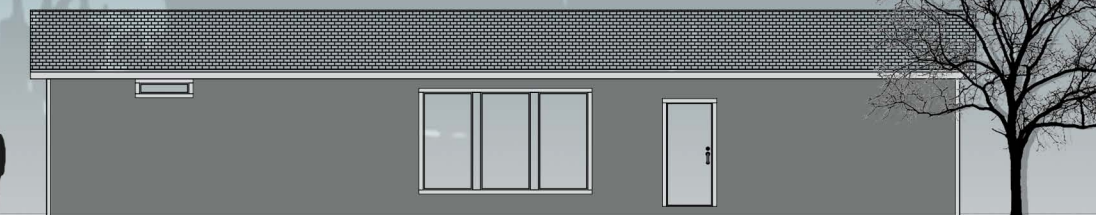
FRONT ELVATION



LEFT ELVATION

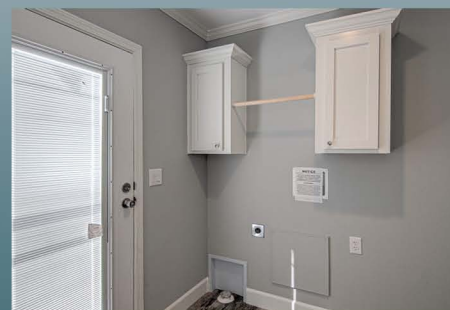


RIGHT ELVATION



REAR ELVATION

.....DOUBLE WIDE.....



UTILITY



LIVING ROOM



BEDROOM 3



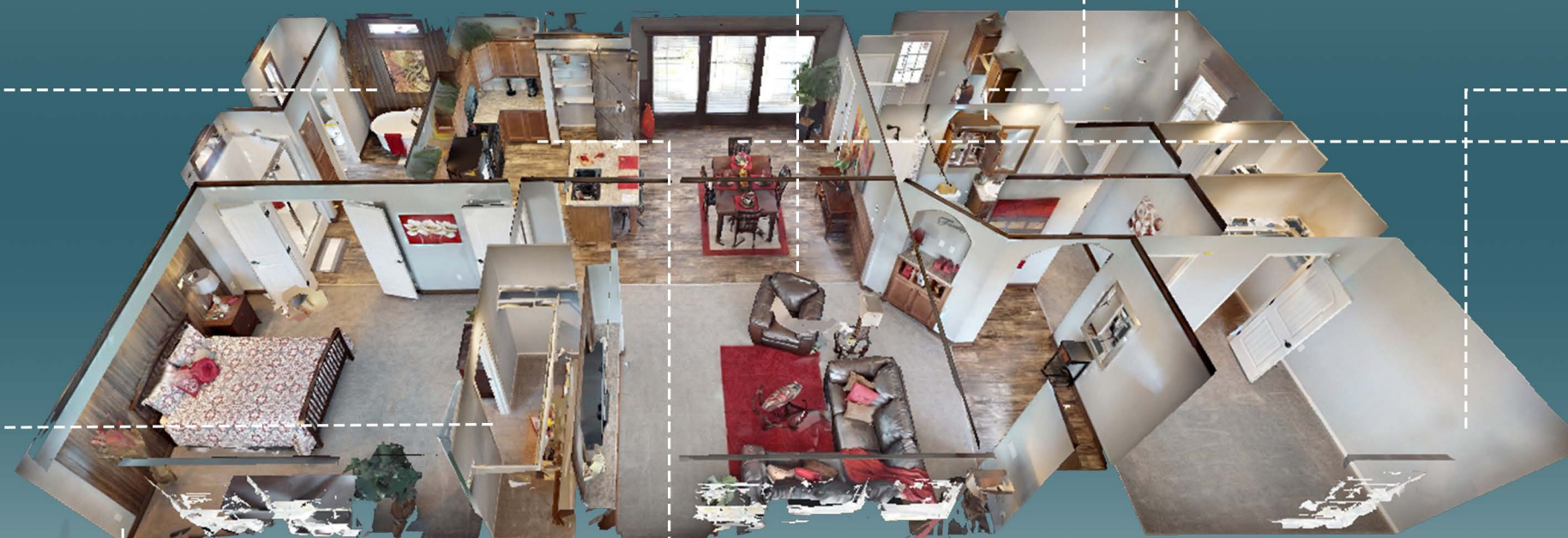
BATHROOM 2



BATHROOM 1



MASTER CLOSET



MASTER BEDROOM

KITCHEN



BEDROOM 2



DINING



INTERIOR PICTURES

.....2 STORY HOUSE.....



Dimensions
ARCHITECTS

.....2 STORY HOUSE.....



FRONT VIEW

KEY FEATURES

INCLUDED FEATURES FROM 16'/18' WIDE
FULL COVERED 3 CAR GARAGE
ADDITIONAL CARPORT
GARAGE WORKSPACE
UPSTAIRS BALCONY/PATIO
EXTENDED VIEWS



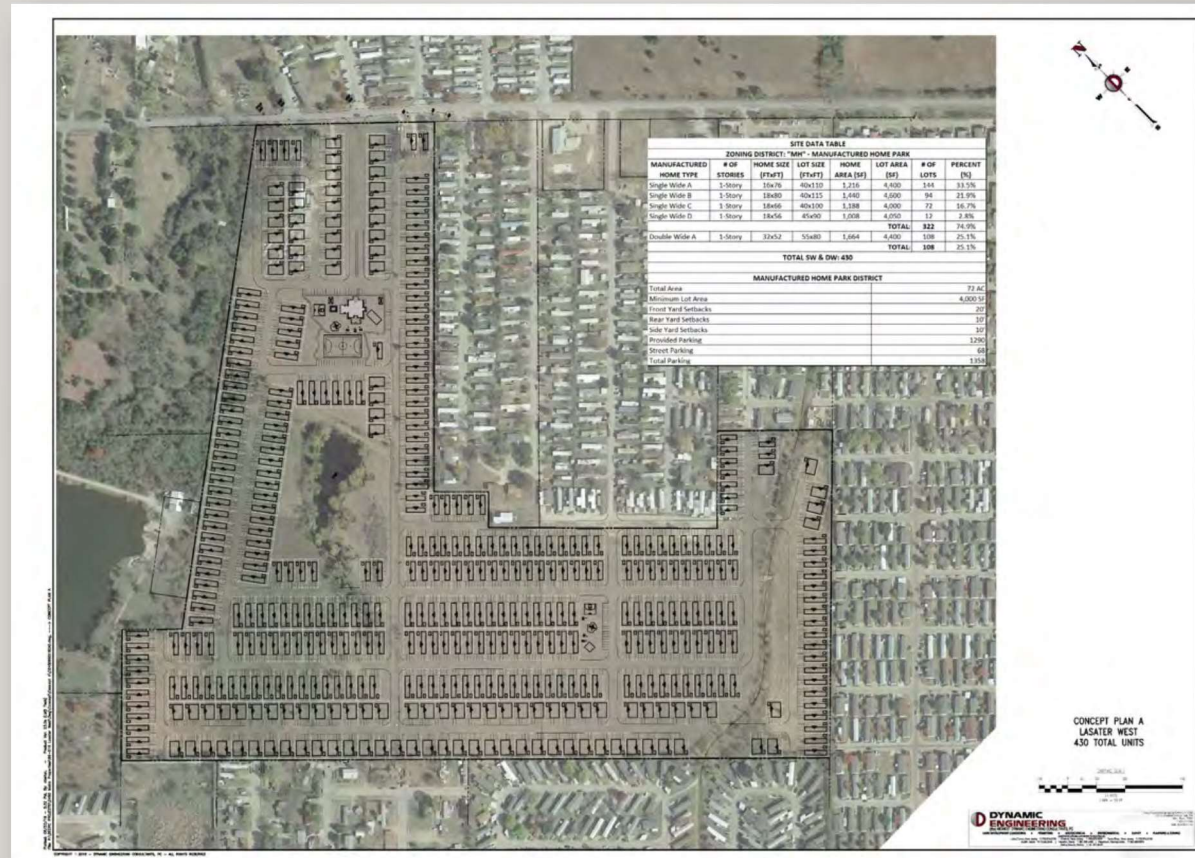
FIRST STEP HOMES

DAVID ZULEJKIC

DEVELOPER/OWNER 972-365-0307

- 35-years of experience in the real estate industry and licensed electrician
- Focus on market-leading, manufactured housing communities
- Committed to building high-end attainable lifestyle communities
- Supports a team of over 80 staff

LASATER WEST I 4770 LASATER RD



Gated | 430 Additional Homes | Community Center | 2 Playgrounds | Water Feature | Dog Park | Cabanas

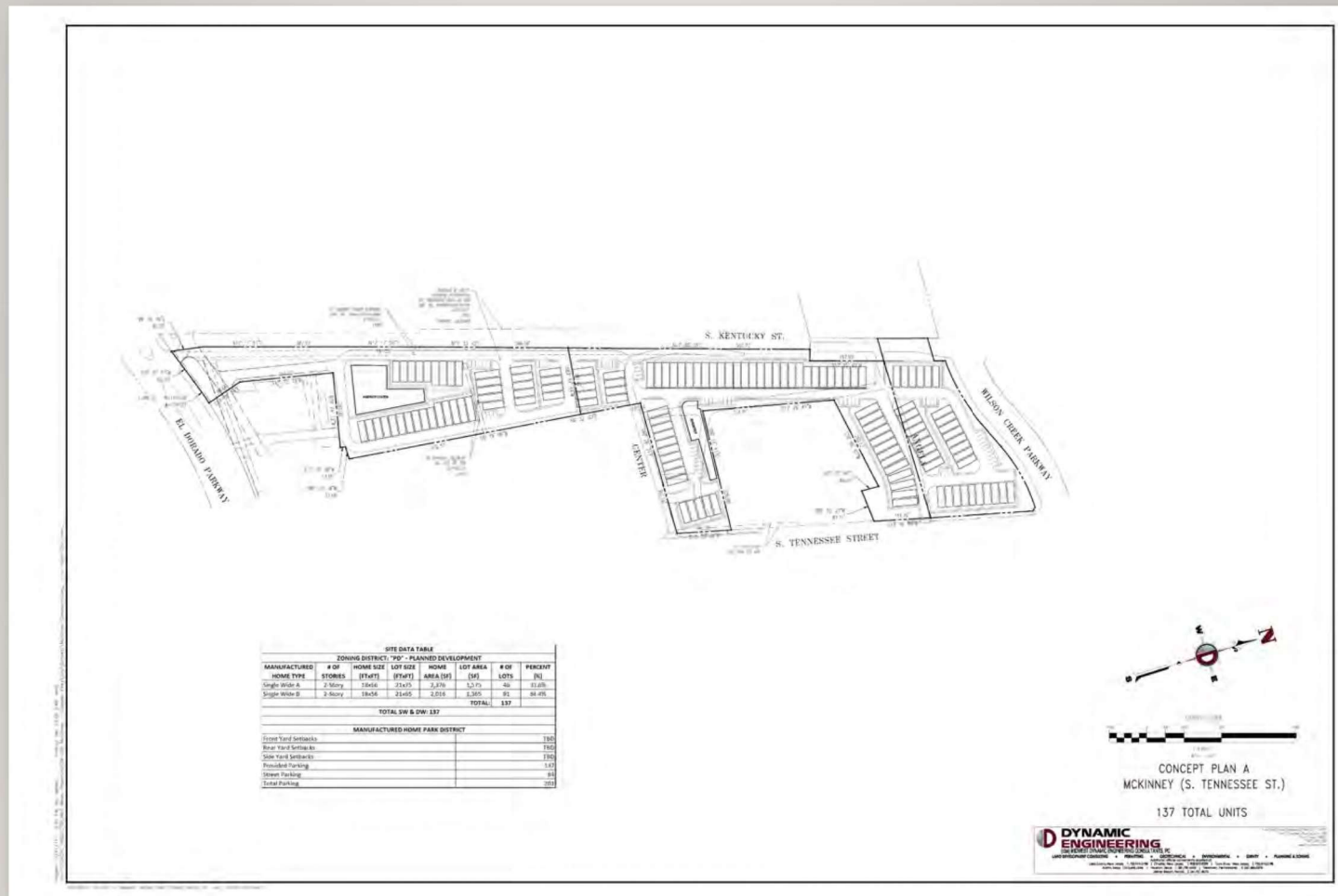
9



Gated | ~320 Homes | Community Center | Pool | 2 Playgrounds | 2 Dog Parks | Cabanas | Basket Ball | Soccer | 2 Miles of Hike & Bike Trails



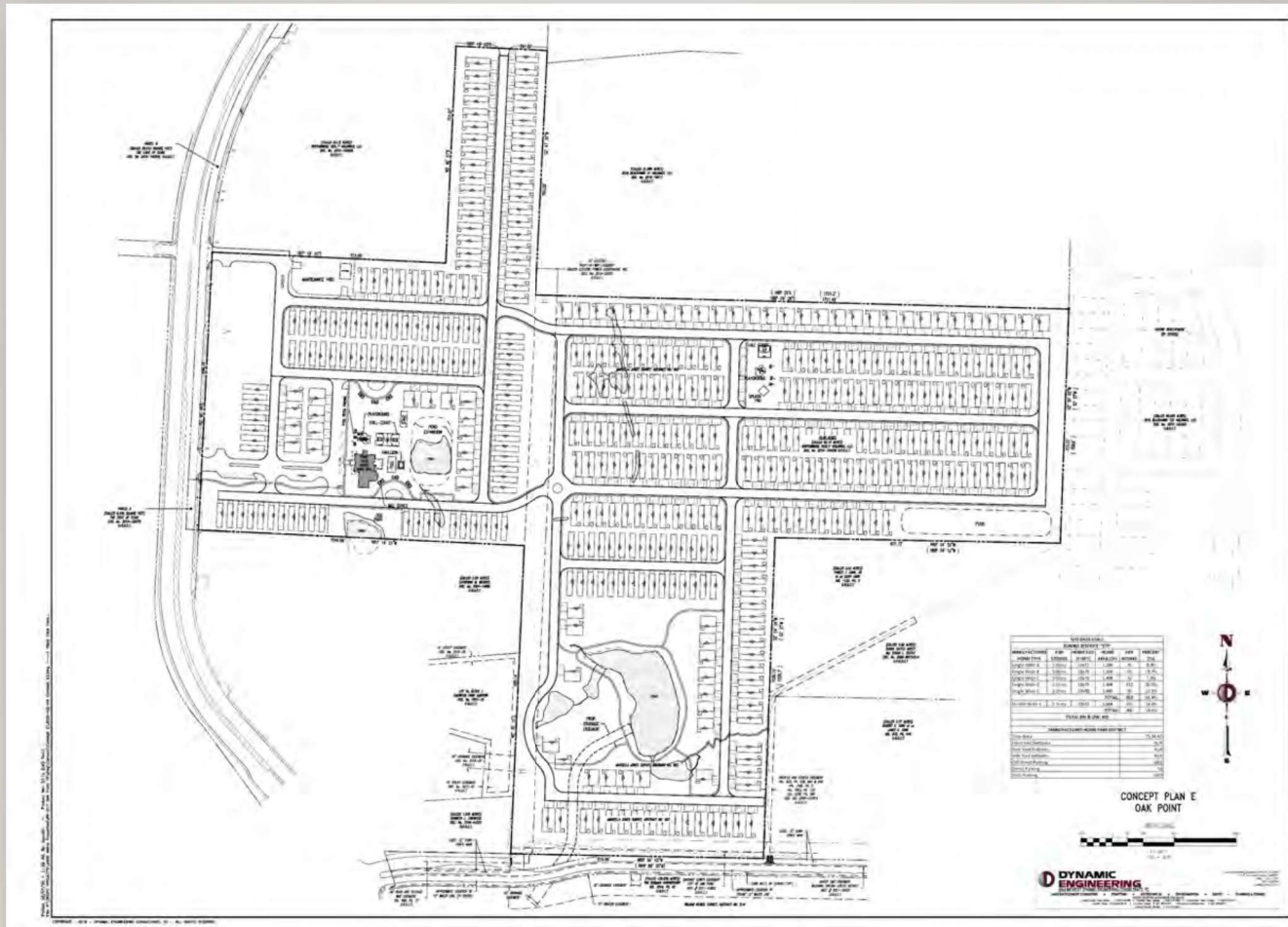
MCKINNEY 1406 S. TENNESSEE ST



12 Acres | Gated | ~137 2 Story Homes | Community Center | Pool | Playground | Basket Ball

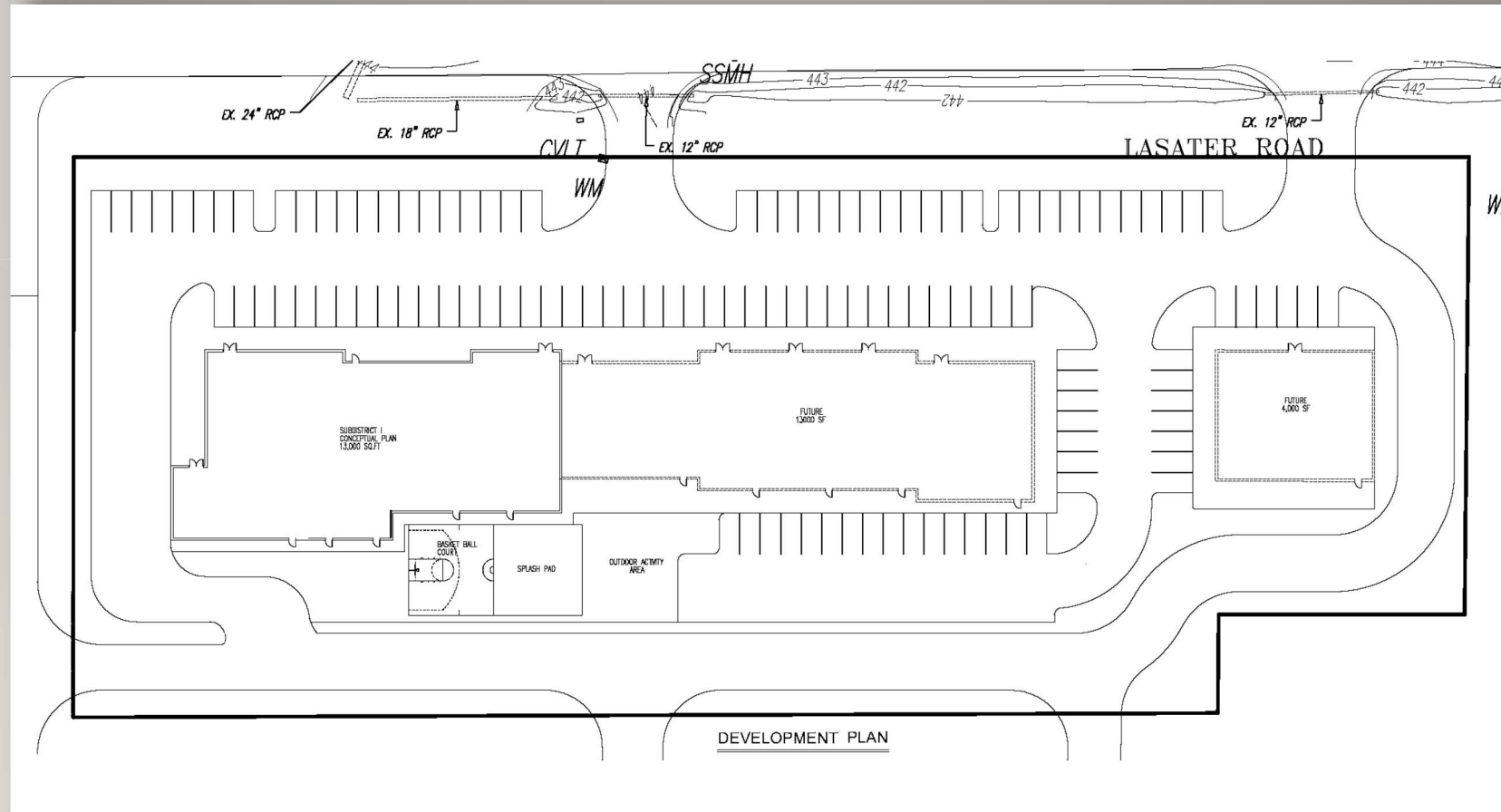
OAK POINT

3355 FM 720



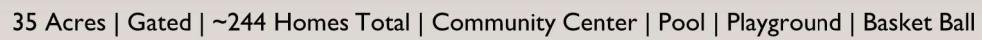
Gated | 415 Homes | Community Center | Pool | 2 Playgrounds | 2 Dog Parks | Splash Zone | Cabanas | Basketball Court | Pond | Hike & Bike Trails

RETAIL DEVELOPMENT 14786 LASATER RD



3 Acres | 3 Restaurant Food Court | 2 Retail | Med Store Fronts | Organic Grocery | Crossfit & Boxing Gym | Public Splash Pad, Basket Ball, Playground, Study Room

20



EXAMPLE HOMES STONE SKIRT



EXAMPLE HOMES DIRT SKIRT



EXAMPLE HOMES STEEL SKIRT



EXAMPLE HOMES













FOUNDATIONS AND SHEDS

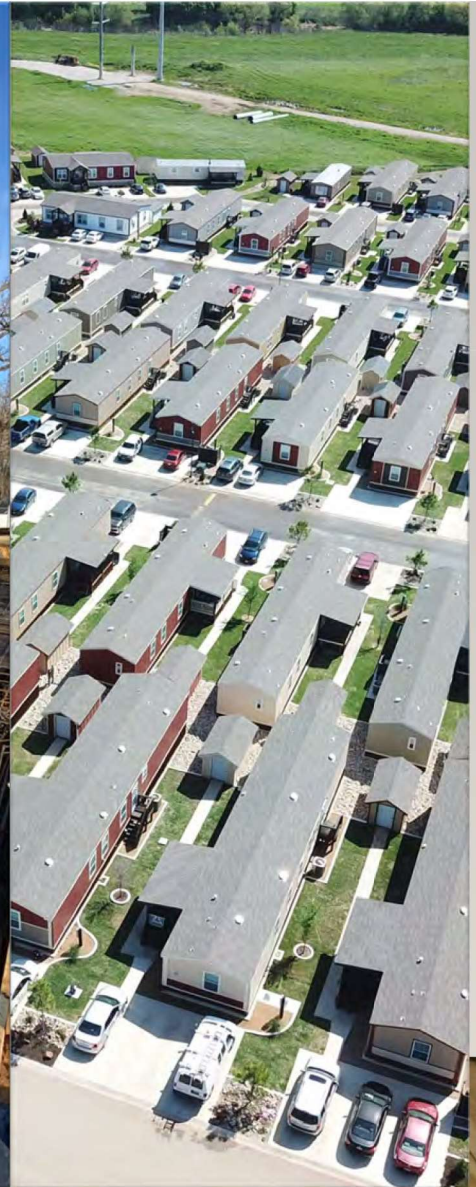
CONSTRUCTION



Home foundations consist of concrete perimeter with moisture barrier and road base. This helps to eliminate moisture from the under side of the home



Sheds consist of concrete foundation with wood studs and smart siding





CONSTRUCTION

COMMUNITY RULES AND REGULATIONS

- Minimum standards and management approval for all homes
 - E.g., skirting, decks, carports, storage units
- Minimum maintenance and appearance standards for each home
 - E.g., landscaping, lawn maintenance, outdoor furniture, storage
 - Park financing available for home capital improvements
- Occupancy restrictions
- Parking and other vehicle regulations
 - No parking anywhere but designated parking spaces; no “on-street” parking
 - Permitted vehicles limited to cars, pickups, and motorcycles and in working condition
- No dangerous breed animals
- PROMOTES CLEAN AND SAFE NEIGHBORHOOD

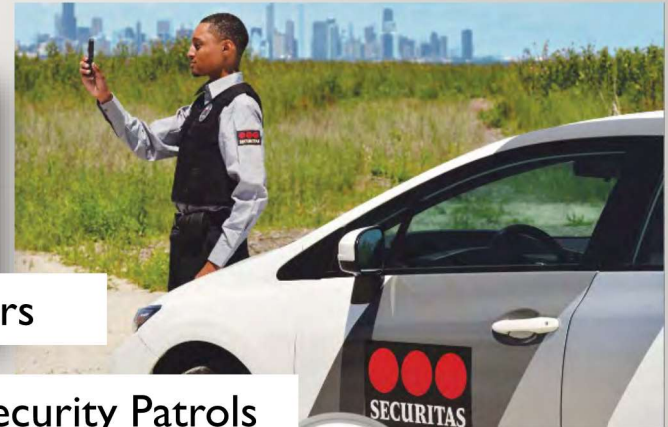
CRIME PREVENTION



Security Cameras



License Plate Readers



Security Patrols



Emergency Access via Strobe Switch



Gated with FOB access

Home provided to Police Dept for free for off duty officers

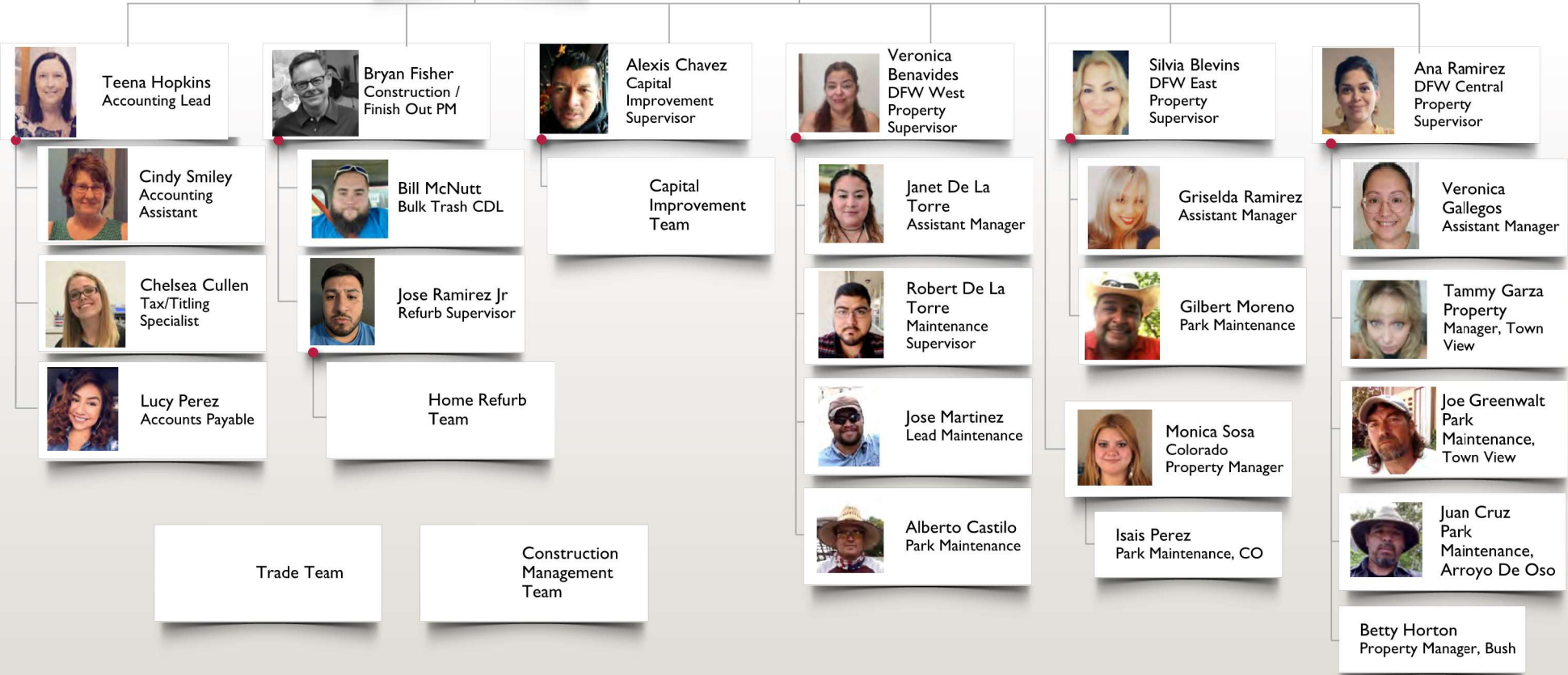
ORGANIZATION CHART



David Zulejkic
President



Doug Whitby
DFW Lead &
Zoning



Trade Team

Construction
Management
Team

CAPITAL IMPROVEMENT TEAM



Alexis Chavez
Capital Improvement Supervisor



Carlos Chavez
Construction



Ernesto Chavez
Construction



Freddy Olivares
Heavy Equipment Operator



Kevin Villalobos
Construction



Will Villalobos
Construction



Jose Regaldo
Construction



Juan Alfaro
Operator



Rafugio Ramero
Heavy Equipment Operator



Ed Fisher
Heavy Equipment Operator CDL

TRADE TEAM

PAVING



Humberto Becerra
Concrete and Asphalt



20 Concrete and Asphalt Crew Members

PLUMBING



Phillip Goforth
Plumber



Randy Goforth
Plumber

ELECTRICIANS



Saul Erazo Sr
Plumber



Saul Erazo Jr

CONSTRUCTION MANAGEMENT TEAM



Marley Phillips
Construction Management



Kyle Vrla
Construction Management, P.E.



Ashley Whitby
Permitting, PM

HOME REFURB TEAM



Gustavo Saenz
Home Refurb Crew



Joaquin Hernandez
Home Refurb Crew



Jose G. Ramirez
Home Refurb Crew



Juan Ramirez
Home Refurb Crew



Teodulo Lopez
Home Refurb Crew



Robert Villanueva
Home Refurb Crew



Juan Miguel Perez
Home Refurb Crew



Jose G. Reyes
Home Refurb Crew



CRIME FREE LEASE ADDENDUM

In consideration for the execution or renewal of a lease of the dwelling unit identified in the lease, Manager or Owner and Resident agree as follows:

Resident, any member(s) of the resident's household, a guest or any other person affiliated with the resident, at or near the resident premises:

1. Shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Federal Controlled Substance Act [21 U.S.C. 802]).
2. Shall not engage in any act intended to facilitate criminal activity.
3. Will not permit the dwelling unit to be used for, or to facilitate criminal activity.
4. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance as defined in Texas Health and Safety Code Chapter 481 – Texas Controlled Substances Act, at any locations, whether on or near the dwelling unit premises.
5. Shall not engage in any illegal activity, including, but not limited to prostitution as defined in Texas Penal Code Chapter 43 – Public Indecency, criminal street gang activity or engaging in organized criminal activity as defined in Texas Penal Code Chapter 71 – Organized Crime, threatening, intimidating, or committing assault as prohibited in Texas Penal Code Chapter 22 – Assaultive Offenses, including but not limited to the unlawful discharge of a weapon, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE RIGHT OF POSSESSION**. A single violation of any of the provisions of this added addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the right of possession. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Manager or Owner and Resident.


(Signature)

Date

(Print Name)


(Signature)

Date

(Print Name)


(Signature)

Date

(Manufactured Home Community)

Resident(s) Name: tkResPrimF tkResPrimL, tkResSecF tkResSecL
Address: tkHomeAddy tkParkCity, tkParkSt tkParkZ
Space No.: tkSpace

tkParkName

RULES AND REGULATIONS

Sign Off Sheet

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Purpose

These Rules and Regulations provide **TKPARKNAME** and each resident with a set of standards of common responsibilities conduct, and respect for each other and the community.

As stated in the Lease Agreement, these Rules and Regulations are an integral part of maintaining the positive relationships we enjoy as a part of living in this modern manufactured home community. The owners and management of the community sincerely hope that you will enjoy a pleasant residency at our community, and your suggestions will always be appreciatively accepted and thoughtfully considered.

These Rules and Regulations form a part of the Lease Agreement and are binding upon the community, the residents, and any guests or invitees of residents.

Application for Residency

Residents must complete an application that is approved, pay the application fee, send the security deposit, and execute the Lease Agreement before any manufactured home for a prospective resident arrives. Applicants must provide suitable references from previous community operators or landlords if they have any. Applicants must also demonstrate financial capability to pay community fees and charges and financing cost, if any, of their manufactured home.

Resident Initials _____ / _____

Manager Initials _____

The management committee determines which applicants are approved or disapproved. The committee reserves the right to refuse rental to any applicant, and all decisions are final. Once an applicant is approved, the resident must obey all laws, ordinances, rules and regulations of the state of Texas, Dallas County, the City of Irving, and the community.

Rent

Rent is due on the first day of each month. Rent is considered late on the second day of each month, and a late fee of \$100.00 will be applied to your account. If lot rent is not paid by the tenth of the month, a ten-day notice of eviction will be issued. If not paid in full by the end of the tenth day, charges will be filed with the Justice of the Peace, and you will be charged court costs.

Rent payments are applied in the following order:

1. Violation fees
2. Unpaid home taxes and insurance
3. Water bills
4. Lot rent
5. Any other amounts due under the lease agreement

Please remember that any violations will be paid prior to rent. The violations and the rent must be paid in full by the first of the following month to avoid a late fee for that month.

How to Pay Rent

You can pay rent in one of the following ways:

- Free ACH Online Payments through Tenant Web Access
- Cash Pay with your "Pay Lease Card"

Please note that there is a \$38.00 charge to your account for returned payments.

Rent Calendar

Below is a calendar breakdown of when rent payments are due.

1. Rent is due.	2. Rent is late today, and \$100 late fee applied to your account.	3.	4.	5.	6.	7.
8.	9.	10. Notice of eviction issued.	11.	12.	13.	14.
15.	16.	17.	18.	19.	20.	21.
22.	23.	24.	25.	26.	27.	28.
29.	30.	31.				

Resident Initials _____ / _____

Manager Initials _____

Manufactured Homes

The community has the right to approve or reject any manufactured home if the home does not meet the community requirements for its appearance, design, and compatibility with the community. Residents are responsible for any improvements made to their manufactured home and are required to carry "Homeowners" insurance. The law requires residents to pay all personal property taxes on their manufactured home before they become delinquent, unless the home is part of a retail installment or sales contract with the community. The community is not responsible for damage, injury, or loss by accident, theft, fire, wind, flood, act of God or any other causes to the property, residents, or guests.

Moving Manufactured Homes

The community must supervise any manufactured home moving into, within, or out of the community, so residents must notify the community before moving a manufactured home into, within, or out of the community. Home movement is based on weather and soil conditions, since **homes cannot be moved on wet ground**. Management makes the final decision on when to move homes.

All items required for moving the home, such as hitches, running lights, and reflectors, must be removed when it reaches the site. The manufactured home's owner is responsible for obtaining permits for installing or removing the unit. The community may give residents instructions on how to install or remove the manufactured home to protect the other homes and facilities in the community. Residents must follow these instructions. Residents are responsible for any damage to other homes or community property caused by the mover.

Manufactured Home Specifications

Texas State Law requires anchors, or tie downs, to be installed when the home is installed in the community and if the home changes owners while in the community. Residents cannot secure the roof of a manufactured home against the weather without written consent from the community, and residents cannot add any living quarters to the house. Management must approve window unit air conditioners before residents install them.

No manufactured home in the community can be less than 12 feet wide and 40 feet long.

Selling Manufactured Homes

By signing this document, residents acknowledge that selling a manufactured home does not include selling the property to the buyer. If a resident sells their home and the buyer wishes to stay in the community, the community must approve the buyer as a resident according to the prequalification procedures and other conditions stated in the Lease Agreement and Rules and Regulations. The community may require the buyer to reasonably upgrade the home to meet the standards of this document. If a new space lease agreement is assigned to the buyer, the resident is only responsible for rent up to the date the buyer begins paying rent.

Occupancy

Only people related by blood, marriage, or adoption can live in the manufactured home, and only one family is allowed per house.

- No more than six people can live in a home at one time
- No more than three adults can live in a home at one time
- No more than four children can live in a home at one time

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Manager Initials _____

Anyone eighteen years or older classifies as an adult. To be approved, each new resident must sign the Rules and Regulations, Application, and Lease Agreement before officially moving in to a home. **This section is strictly enforced.**

Guest Visits

Residents do not need to inform the community if they have guests stay less than seven days, but any guest(s) occupying the house for more than seven days must register with the community. If guests wish to stay more than thirty days, the community must approve their residency. Residents are responsible for their guest(s) compliance with community Rules and Regulations.

Children

Children must always be supervised by their parents, and children must follow the rules of the community for their safety. Residents are responsible for other children visiting their children.

- Children cannot disturb other residents or damage any property. Residents are responsible for any damage to community property by your children or those visiting your children.
- Children cannot play in other yards without permission.
- Children cannot loiter, play around in the office, in the streets, or around community construction.
- Children cannot climb fences.
- Children must be on the resident's lot by 9:00 p.m. and in the house by 10:00 p.m. This is a city ordinance.

These rules are primarily for the protection of your children and must be followed.

Subletting

Residents cannot rent, sublet, or lease their manufactured home under any circumstances. Only people registered and approved by management may occupy the home.

Cleanliness

Each resident is responsible for always maintaining a clean, attractive, well-kept lot.

Yard Upkeep

Residents should mow, weed eat, and clean their yard weekly or as needed through the winter months, weather permitting. Yard standards are up to the discretion of the Management.

Every Monday, a sign will be posted on the front of the property stating, "Monday Mow Yard." Yards are inspected and violation notices will be posted every Tuesday. If violations are not resolved by that Thursday morning, the community will mow or clean your lawn, and a \$50.00 violation fee will be applied to your account.

Residents are also responsible for landscaping their lawns. All landscaping must be approved in writing by Management. Residents should trim, water, care for, pull weeds, and control the growth of all plants, hedges, and shrubs.

The community is responsible for all large tree trimming.

Residents must contact management before digging in their yards to prevent damage to utility lines and pipes. If any lines or pipes are damaged by a resident, an agent, or a contractor, the resident must repair the damage at the resident's expense. If the community repairs the damage because the resident failed to

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Manager Initials _____

do so, the repair bills will be applied to your account. The full amount for the repair bills must be paid on the first day of the month following the billing.

Car Waste

Residents are required to repair and clean oil dripping and damage to driveway or roadway pavement. If wood chips, bark, rocks, or pebbles are used as part of landscaping, residents must ensure that none of the ground cover spreads to community pavement, such as the street, sidewalk, or driveway. If any of the ground cover does spread to community pavement, the resident is responsible for cleaning it up immediately.

No fuel, oil, or other explosive materials are allowed in any manufactured home or on any home space that will violate local fire codes or create a fire hazard. Only five gallons or less of gasoline can be stored on the property to fuel lawn equipment.

Outdoor Items

Only outdoor patio furniture approved by management is allowed on patios, porches, and yards. No overstuffed furniture, ironing boards, brooms, mops, freezers, refrigerators, washing machines, etc. are allowed outside the manufactured home.

Swimming pools and trampolines are prohibited.

Utilities

Residents are responsible for having all utilities professionally installed on their home by licensed contractors with the City of tkParkCity. **Residents are responsible for all utilities, including electricity, natural gas, water, and sewer.** Management is not responsible for the failure, default, improper set, or omissions by any utility. Community management must supervise disconnecting all utilities.

General Rules

- All wiring and plumbing inside or outside the home must comply with federal, state, and local requirements. Management must give residents written permission before altering existing community wiring or plumbing, and residents must pay for any alterations.
- Residents are responsible for all costs related to connecting the manufactured home to the community facilities and utilities.
- Tampering with any community utility service connections is strictly forbidden. Residents should inform management immediately if any equipment malfunctions. Management will either refer residents to the appropriate utility company or will repair the malfunction.
- The community is not responsible for any obligations the resident contracts for repair or maintenance to community property, regardless of the problem. Residents should notify management if they contemplate any of the actions above.
- The utility pedestals (meter and utility hook-ups) must always be accessible.

Electric

The community provides complete electrical service to the pole or pedestal located at the back of each lot. This includes the breaker (100 or 200 amp), breaker box, and a pole. These items are community property and will remain on the property once the Lease Agreement is terminated. Tampering or removing the breaker, electric service connections, or wire is strictly prohibited. If residents own their manufactured home, they are responsible for the electric service from the pole or pedestal to the home. If residents purchased their home from the community, the community is responsible for all installations. After the

Resident Initials _____ / _____

Manager Initials _____

home has been paid off and the home leaves the community, the wires and materials that feed the home from the electric service are community property. All installations must follow current building codes for the nation and city. Stream Energy provides electric service for Irving.

Natural Gas

Natural gas is available through Atmos Energy at the residents' expense. The community is responsible for gas lines after the meter feeding the home until the point of entry into the house. After that point, residents are responsible for repair and maintenance of the lines. The provider is responsible for all gas lines before the meter.

Water

The water line must be inspected for leaks, then insulated to prevent freezing. It must be buried at least one foot deep between the meter and the manufactured home. Residents are responsible for any leaks occurring from the outside of the meter box to the home or any leaks in the home. If leaks occur, the community will turn off the water until the leak is fixed. Tampering with the meters, meter boxes, or water service is grounds for eviction and will void the Lease Agreement. **The community will not issue any warnings.**

Sewer

The sewer line must be rigid plastic, at least three inches in diameter. The sewer line must have a steady grade from the manufactured home to the sewer service with no high or low spots that would prevent proper draining. The resident is responsible for maintaining the sewer line from where it begins at the home until it is attached to the ground. From that point, the community is responsible for the sewer line. If a stoppage has an unknown location, the community will clean the line. If the stoppage is located on the residents' side, the resident is responsible for the contractor fee to clean the line.

Trash Collection and Disposal

Dumping refuse on empty spaces or in any area around recreation or services areas is strictly prohibited. Residents must place trash in containers supplied by the City of tkParkCity or IESI. If residents desire to keep trash on their lot until plastic bags are full, the bags must remain in a trash can with a lid. The trash can must be kept behind the home, so it is not visible from the street.

Cable TV

The community allows cable TV, but the community can specify a certain cable company.

Home Accessories

Residents must submit a drawing or picture of the intended structure of any accessory for management to consider. If management approves the addition, the resident should install the accessory within thirty days unless otherwise indicated.

We suggest that all accessories should be installed by licensed contractors. Improvements or accessories constructed or installed by a resident must comply with existing building codes.

Steps and decks must be painted or stained when they are completed. Blocks, bricks, loose boards, or other similar materials are prohibited as steps or decks. The home accessory colors must match or be compatible with the manufactured home or its skirting to create an attractive appearance. Once the lease is terminated, the residents should remove the home addition. Swings, awnings, fences, storage buildings,

Resident Initials _____ / _____

Manager Initials _____

and other portable improvements remain on the property. Awnings and patio covers must either be painted or anodized aluminum or steel and must be an approved manufactures type.

Each of the following additions must follow the guidelines in the Rules and Regulations:

- Skirting
- Decks, stairs, and ramps
- Swings, awnings, porches, and patios
- Carport covers, storage buildings, and sheds
- Fences
- Satellite

Skirting

Skirting must be installed completely around the home and around decks or porches. All hitches must be skirted with the same skirting no less than sixty days after transporting. Community approved skirting must be professionally installed within sixty days after moving in. The skirting must be commercial grade and conform to the terrain around the house. The skirting wall must enclose all sides of the home, and the color must match or be compatible with the siding. If the manufactured home is installed with hitches, the hitches must be removed before installing skirting. If the hitch is not removeable, the skirting must be installed around it. Any skirting that is loose, damaged, or unsightly to the community must be repaired immediately by the resident.

Decks, Stairs, and Ramps

Front and rear entrances must have a landing of at least three feet by three feet. The landing and stairs or ramp must be enclosed by skirting at the bottom. The stairs or ramp must have railings if it is over thirty inches high. The decks, stairs, and ramps must be constructed from green lumber, stained, or painted, and all posts must be set in concrete or on concrete blocks.

Swings, Awnings, Patios, and Porches

Swings, awnings, and patios are allowed, but residents must receive permission from the community before installing any of these additions.

All porches must be built according to specific qualifications and must be approved by the office before building begins.

- All wood must be treated or painted
- All nails must be galvanized ring
- The porch must be self-supporting
- The porch cannot be bigger than eight feet by sixteen feet

Please see the attached diagram for more details on the porch requirements. Porches must meet the specification requirements detailed on the attached page, and construction must be preapproved by the property manager. Please contact your manager for pricing and pre-approval of self-construction and installation.

Carport Covers, Storage Buildings, and Sheds

Residents cannot install carport covers, storage buildings, and sheds. The community is responsible for these additions, and the community will maintain them for a fee, which is stated in your Lease Agreement.

Resident Initials _____ / _____

Manager Initials _____

Fences

Fences are not allowed within the community unless residents receive permission from management.

Satellite

Satellites cannot be installed on the manufactured home. Residents must mount the satellite on a pole that is ten feet from their house, but the pole must remain on their lot. Management must review and approve any exceptions to this rule.

Postal Boxes

The community provides mailboxes for free. Residents must report to the tkParkCity Post Office to provide any information the post office needs. The post office will assign a box and issue the keys. tkParkCity Post Office requires residents to present the signed Lease Agreement before they will issue a box and keys.

Automobiles

The speed limit throughout the community is fifteen miles per hour, and residents should always follow this speed limit.

Specifications

Passenger cars and trucks are the only vehicles allowed in the community. If the community must tow a vehicle for violating the following rules, the resident is immediately responsible for all removal fees.

- Residents must be state licensed drivers to operate vehicles within the community.
- Residents cannot have more than two vehicles per lot, and the vehicles must be parked in designated areas.
- Residents must register each vehicle kept within community boundaries with the office.
- Residents must remove any inoperable cars and vehicles without valid, current license plates and state inspection stickers within 48 hours. Residents cannot keep excessively noisy vehicles within the community.
- Residents cannot sleep in their car overnight.
- Residents must repair any car that drips oil, gasoline, or other fluids. Residents are responsible for cleaning and repairing any damage due to their car dripping.
- Residents cannot immobilize a car for repair anywhere in the community.
- Residents cannot keep a truck in the community larger than a one-ton pickup.
- Residents cannot keep any camper shells, boats, or trailers in the community unless management has given written permission.
- Residents cannot keep go-carts, dune buggies, four-wheelers, dirt bikes, or similar recreational vehicles in the community.
- Residents can keep motorcycles in the community that have valid license plates and state inspection stickers. Motorcycles must also be registered in the office.

Parking

Parking is permitted in designated parking areas only. Please remember the following rules:

- Do not ever park in a fire lane. Residents risk citations and towing if they park in the fire lane.
- Do not park in yards, grass, or streets.

Resident Initials _____ / _____

Manager Initials _____

- Do not have more than two cars per lot.
- Do not have a motor vehicle on the that is not operable or does not have a current license plate or current inspection sticker unless management has given written authorization.

If residents park a car illegally, the community will remove the vehicle. Residents are responsible for the risk and expense related to illegally parked cars.

Pets

Residents are always responsible for their pets. The following rules will be strictly enforced.

Violations

If residents violate any of the pet rules or another resident makes a valid complaint, the pet owner will receive an official written warning to either correct the problem, dispose of the pet, or vacate the space. If a second violation or complaint is received, the pet owner may receive an eviction notice.

Pet Specifications

Residents must register any pets at the office.

- Residents cannot have more than two pets per premise.
- Residents cannot keep pets that weigh more than thirty pounds or are taller than twenty-four inches, measured from the ground to the top of the pet's back when it is standing.
- Residents are not allowed to pet-sit or care for non-resident animals.
- Guests are not allowed to bring pets into the community.

Pet Maintenance

- Residents must always keep their pets on a leash when the pet is outside unless the pet is inside a fenced yard. Any loose or unattended pets will be removed from the community by the City of tkParkCity Irving Animal Control.
- Residents cannot tie or chain up their pets at any time.
- Residents must keep their pets inside the home from dusk until dawn and when residents are not home.
- Residents must keep pets current on their vaccinations and must ensure they are tagged with a resident's name and phone number.
- Residents must clean up and remove all pet refuse and defecation from all leased property and common areas.
- The community will remove noisy or unruly pets within the time frame given by the community in writing. If the resident fails to remove the pet, the resident might have a lease termination and Home Purchase Agreement termination.
- No pets removed from the community will be allowed back in the community for any reason.

Dog Breeds

Dogs must be under twenty-five pounds full-grown and cannot be aggressive breeds. If you are unsure whether your dog is an aggressive breed, please contact the office for more information.

Residents are not allowed to keep dogs with a bite incident record.

The breeds pictured on the attached page are considered aggressive and are not permitted on the property. If you have any of these breeds as pets, you will be given three days' notice to vacate the property.

Resident Initials _____ / _____

Manager Initials _____

General Rules

- If a resident's conduct while within the community results in criminal charges, the resident violates these Rules and Regulations.
- Residents are prohibited from using any illegal drugs or narcotics in the community, and any violations will be directly reported to law enforcement.
- Soliciting, peddling, or selling is prohibited in the community, and any violations should be immediately reported to management.
- Residents cannot create any loud or disturbing noises at any time. Residents should keep all radio, stereos, TV, musical instruments, and conversation at a level that will not disturb other residents. Loud parties and/or excessive drinking are prohibited.
- **Fireworks are prohibited.**
- Residents cannot keep an open fire on the property. Charcoal grills are not considered open fire.
- If residents and their guests, agents, representatives, or property cause damage to another resident or property, the resident in charge of the person or property causing the damage is responsible for the damage.
- Residents cannot conduct any commercial enterprises in the community without written consent from management.
- Residents must receive written permission from management before having a yard sale.

Complaints

Complaints must be presented in writing to management during office hours. All complaints must be dated and signed. Complaint forms are available in the office.

Warnings and Fees for Violations

If management notices a violation of these Rules and Regulations or if a resident makes a valid complaint, management will issue a warning unless a different notice is required by the Lease or law. The violator will have three days to correct the violation. If the violation is not corrected by the third day, a second warning will be issued. If the violation is not corrected within three days of the second warning, the following fees will be issued depending on the situation. The time frame for warnings may change depending on the situation or if a different time frame is listed in the Rules and Regulations. The warning will have the fees and time frame to correct the issue written on it.

The fee schedule:

- Any violation that does not require community maintenance crew to correct will be a fee of \$50.00.
- Any violation that requires community maintenance to correct will be an initial fee of \$50.00 plus \$50.00 per hour for time spent to correct the violation.

Termination of the Agreement by the Community – Eviction

The community can terminate the Lease Agreement and evict the resident for any of the following reasons, including those stated in the Lease Agreement:

- If a resident knowingly makes any false or misleading statements on the residency application

Resident Initials _____ / _____

Manager Initials _____

- If a resident does not pay rent or other charges listed in the Lease Agreement or Rules and Regulations
- If a resident fails to obey local ordinances and state laws relating to manufactured homes
- If a resident violates a local ordinance or state law relating to a property owner or the community
- If a resident is convicted of criminal activity
- If a resident fails to comply with the terms of the Lease Agreement and the community's Rules and Regulations
- If a resident allows any situation or condition to exist which the management deems detrimental to the welfare of the community

Notices

Residents can give any notice of payment required by the Lease Agreement, by the community's Rules and Regulations, or by any law by personally taking the notice to the office or mailing the notice to TKPARKADDY, TKPARKCITY, tkParkSt TKPARKZ.

The community can give any notice required by the Agreement or the community's Rules & Regulations by personally taking the notice to the resident's home and posting it on the screen door or main door or by mailing the notice to the resident's address.

Exception to a Provision

If the community and resident agree to make an exception to a provision of the Rules and Regulations, that exception will be stated in writing and initialed by both parties.

Modification and Acceptance of Rules and Regulations

Management has the right to add or alter these Rules and Regulations if necessary for the safety, care, and cleanliness of the community. Residents will comply with all rules that management might add or alter through a written notice to the community. Management will enforce these Rules and Regulations to make sure the community remains healthy, safe, well, and comfortable.

Residents acknowledge reading and understanding these Rules and Regulations and agree to comply with all. These Rules and Regulation are a binding legal document and are an important part of the Application for Residency, Security Deposit Agreement, and Lease Agreement between residents and the community. By signing the Rules and Regulations, you as residents agree to be bound by everything it contains. Residents acknowledge that violations, single or several, may be grounds for immediate termination of the lease and eviction from the community.

If you have any questions, ask them **before** you sign the Rules and Regulations. After you sign, you will be given a copy of the Lease Agreement, Rules and Regulations, and all applicable documents.

Important Numbers

Office: tkMaintPh

Emergency Number:
Emergency: 911

Non-Emergency Numbers:
tkParkCity Police:

tkParkCity Fire:

Resident Initials _____ / _____

Manager Initials _____

Local Offices:

tkParkCity Post Office:

tkParkCity Public Library:

Additional Residents

The community a listing below of all other person(s) or resident(s) who will live on the lot and follow the Lease Agreement and Rules and Regulations. Residents agree that no other people besides those listed below will live on the property without prior written approval from the community.

Date: ____ / ____ / ____ Name: _____ DOB: ____ / ____ / ____

Date: ____ / ____ / ____ Name: _____ DOB: ____ / ____ / ____

Date: ____ / ____ / ____ Name: _____ DOB: ____ / ____ / ____

Date: ____ / ____ / ____ Name: _____ DOB: ____ / ____ / ____

Date: ____ / ____ / ____ Name: _____ DOB: ____ / ____ / ____

Signing

I, tkResPrimF tkResPrimL, tkResSecF tkResSecL, acknowledge that I have read all the above Rules and Regulations and I agree to follow these rules.

Executed on this tkDateD day of tkDateM, 20tkYr.

tkResPrimF tkResPrimL (sign)

tkParkName
tkParkMan, Community Manager
tkParkAddy, tkParkCity, tkParkSt tkParkZ
Phone: tkParkPh

tkResSecF tkResSecL (sign)

Please INITIAL every page.

Resident Initials ____ / ____

Manager Initials ____



Chow



Doberman Pinscher



German Shepherd



Husky



Pitt Bull



Rottweiler

Resident Initials _____ / _____

Manager Initials _____

SATELLITE DISH PLACEMENT



This is **NOT** proper placement of a Satellite Dish. The Satellite Dish **CAN NOT** be attached to the house.

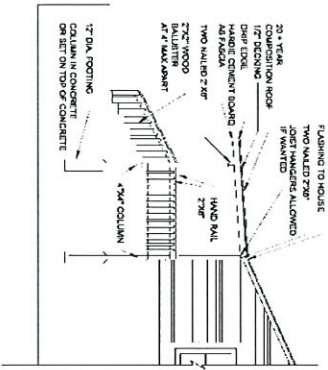


This **IS** proper placement of a Satellite Dish. The Satellite Dish **MUST** be on a pole 10 ft from your house, but the pole must remain on your lot.

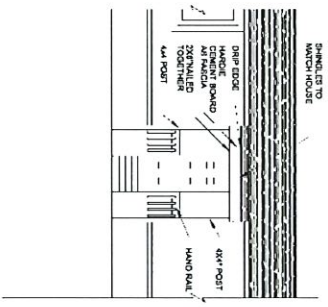
Resident Initials _____ / _____

Manager Initials _____

1 AWNING ELEVATION 01
DWG NO. SCALE: 1/4" = 1'

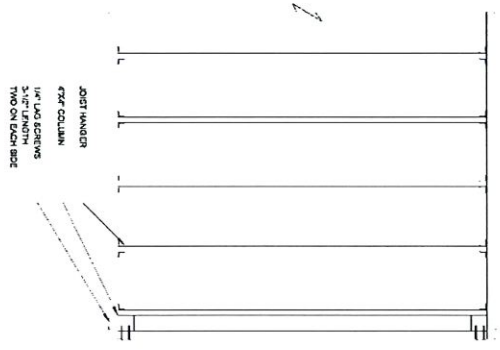


2 AWNING ELEVATION 02
DWG NO. SCALE: 1/4" = 1'

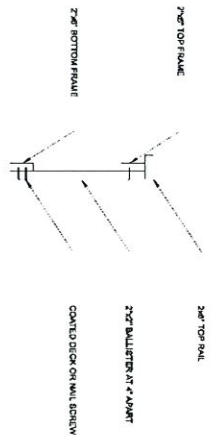


- GENERAL NOTES**
1. ALL WOOD MUST BE TREATED
 2. ALL NAILS GALVANIZED SINCE
 3. FLOOR MUST BE SELF SUPPORTING
 4. MAXIMUM SIZE 2x10
 5. ALL DIMENSIONS MUST BE APPROVED BY OFFICE
- STAIR NOTES**
1. MUST BE HAND WITH HANGER
 2. MUST HAVE 2x12 TO 1-1/2\"/>
 - 3. MUST HAVE RAIL

4 PLAN DETAIL
DWG NO. SCALE: 1/4" = 1'



3 RAIL DETAIL
DWG NO. SCALE: 1/4" = 1'



PORCH DETAILS MANUFACTURED HOME PARK

1	2x12x12x12	12\"/>
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PORCH DETAILS

2x12x12x12	12\"/>
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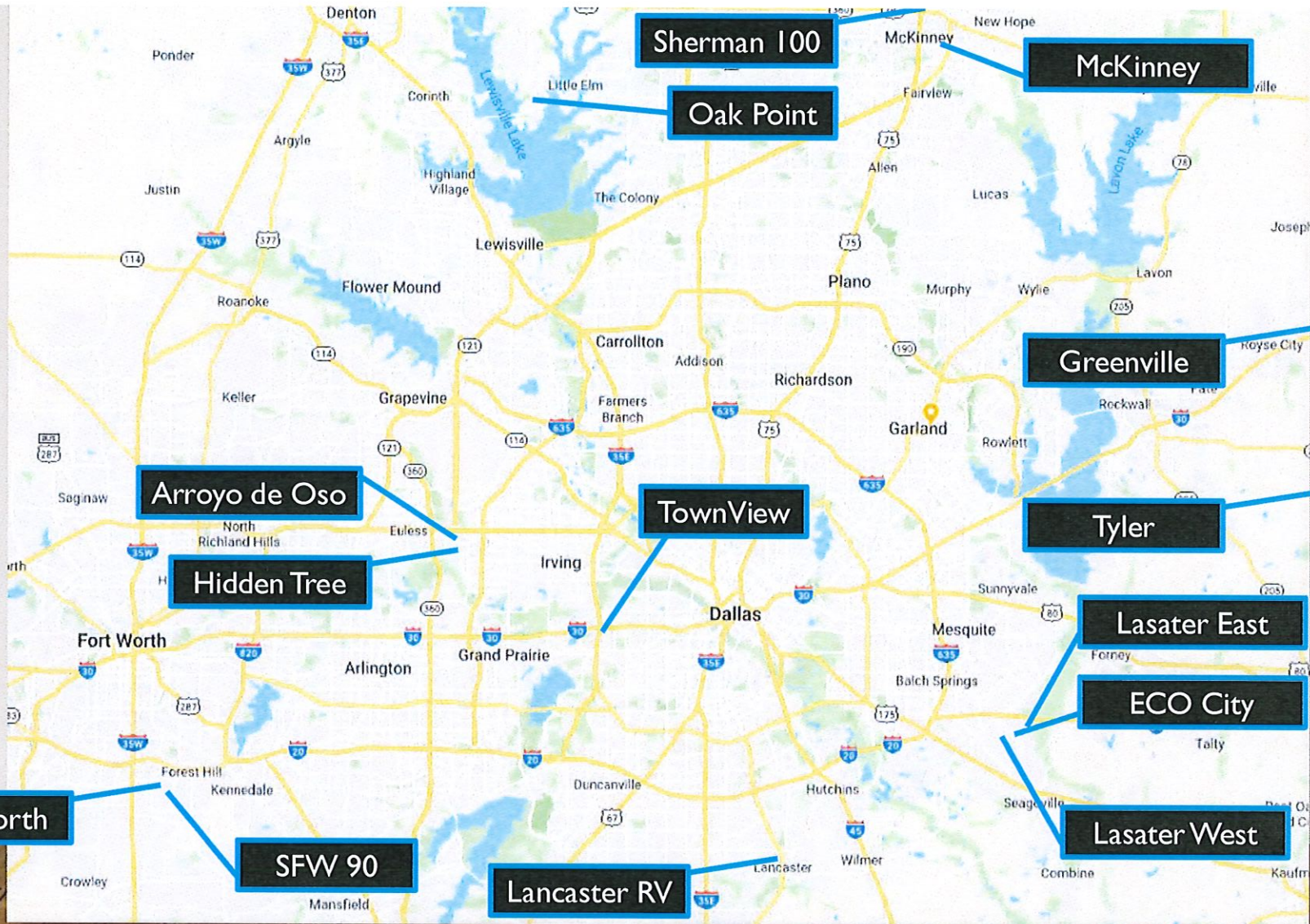
Resident Initials _____ / _____

Manager Initials _____





FUTURE PROPERTY LOCATION MAP



STAFF REVIEW LETTER

October 12, 2021

Ventura Verde, LLC
3705 Lakeview Pkwy., Ste. 209
Rowlett, TX 75088

Marley Phillips
3705 Lakeview Pkwy., Ste. 209
Rowlett, TX 75088

Bowman
1120 S. Capital of Texas Highway
Building 3, Ste. 220
Austin, TX 78746

Dear Applicants,

The request for a zone change and site plan approval for Frontera Manufactured Home Community under Ordinance No. 2280, Section 12, from an R-A (Single-Family Agricultural) District to an M-H (Manufactured Housing) District located at 2708 East Lamar Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, October 19, 2021 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the M-H (Manufactured Housing) District, the Fence Ordinance, the Sign Ordinance, the Residential Tree and Landscaping Ordinance and the Manufactured Housing, Mobile Homes and Travel Trailers Ordinance. (*Chapter 14, Exhibit A, Sec. 6.11; Sec. 7(13), Sec. 7(14), Sec. 17; Chapter 3, Article 3.09*).
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
4. Parking shall be provided for minimum two per unit; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 6.11, Subsection 7*)
5. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
6. A minimum six (6) foot solid screening device shall be provided adjacent to a single-family district (R-A, SF-1, or R-1). (*Chapter 14, Exhibit A, Sec. 8 (5)(b)*)
7. Internal streets shall be privately owned, built and maintained.
8. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article. 13.11*)
9. 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.

10. 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:

11. Platting of the property is required. *Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004*
12. Annexation into the City of Sherman required.
13. 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*
14. Internal water and sewer lines will be privately owned and maintained.
15. Verify fire requirements and code compliance with Fire Marshal. *Code of Ordinances Chapter 3.02(c)*
16. The location of the trash receptors must be approved by the Public Works Department.
17. 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)*

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 Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,



Rob Rae
Acting Secretary, Planning and Zoning Commission and Board of Adjustments

CC: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer



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

Agenda Item No. 9.

Meeting Date: 10/19/2021

Prepared by: Patsy Reeves, 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:

2708 EAST LAMAR STREET

The request of Ventura Verde, LLC (Owner), Marley Phillips (Applicant), Bowman (Consulting Firm) and Underwood Drafting and Surveying (Surveyor) concerning the property at 2708 East Lamar Street, being Tract 1: 55.272 acres in the A. Burleson Survey, Abstract No. 61 and Tract 2: 57.070 acres in the Burleson Survey, Abstract No. 61, as follows;

Board of Adjustments

- A. Exception under Ordinance No. 2280, Section 6.11 Subsection (4)(C) to allow 40' wide lots in lieu of the required 60' for a Manufactured Home Community in an M-H (Manufactured Housing) District.

Planning and Zoning Commission

- B. Zone change and site plan approval for Frontera Manufactured Home Community under Ordinance No. 2280, Section 12, from an R-A (Single-Family Agricultural) District to an M-H (Manufactured Housing) District.

Background:

The property is located at 2708 East Lamar Street near Bethany Road in east Sherman in the City of Sherman's Extra Territorial Jurisdiction (ETJ). They have intentions to apply for annexation into the City in the coming months, after the property has passed Planning and Zoning approval for rezoning of the property from an R-A (Single-Family Agricultural) District to an M-H (Manufactured Housing) District. This item was tabled at the September 21, 2021, Planning and Zoning Commission Meeting.

Frontera Manufactured Home Community is a 112.334 acre, 409-unit, Manufactured Home Community proposed for the property at 2708 East Lamar Street. They are requesting a zone change from an R-A (Single-Family Agricultural) District to an M-H (Manufactured Housing) District and variances to allow the minimum lot width per unit to be 40' in lieu of the required 60'. Individual lots will not be platted for each home. A dog park, playground, pool, and club house/office will also be onsite.

This community is intended to be a legacy community, maintained, owned and operated by First Step Homes. First Step Homes is a Manufactured Home Community Developer that has extensive experience with Manufactured Home Communities and their long-term care with over a dozen communities in the DFW region.

Adjacent Zoning:

R-1 (One-Family Residential) District

Origination:

Ventura Verde, LLC (Owner)

Marley Phillips (Applicant)

Bowman (Consulting Firm)

Underwood Drafting and Surveying (Surveyor)

Master Plan Designation:

Was not included in the Master Plan

Number of notices mailed:

2

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map

Zoning Sign Photo

Narrative

Survey

Site Plan

First Step Homes Submittal

Rules & Regulations

Photos of Existing Lots

Future Property Location Map

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 3.

Meeting Date: 04/18/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6474

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the C-2 (General Commercial) District, located at 4600 and 4608 West Houston, being 5.003 acres in the Elizabeth Jones Survey, Abstract No 625, also being all of Lot 3C, Block One of the Replat of Lot 3, Block One of Seasons West Addition, and all of Lot 5, Block One, of the Amended Plat of Seasons West Addition (Westar Investments, LLC, Owner; Henry Marroquin, Representative; 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 Westar Investments, LLC (Owner), Henry Marroquin (Representative) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property at 4600 and 4608 West Houston Street, being 5.003 acres in the Elizabeth Jones Survey, Abstract No 625, also being all of Lot 3C, Block One of the Replat of Lot 3, Block One of Seasons West Addition, and all of Lot 5, Block One, of the Amended Plat of Seasons West Addition for zone change approval from a C-1 (Retail Business) District to a C-2 (General Commercial) District.

Background:

The property is located at 4600 and 4608 West Houston between Meyers Drive and Seasons West Avenue. The owner is requesting a zone change for contractor's offices.

The following has been approved for 4600 West Houston:

- August 16, 2011 - Zone change and site plan approval from an SF-1 (Single Family Residential) District and R-1 (One Family Residential) District to a C-1 (Retail Business) District.
- August 16, 2011 - Exception to allow existing building finishes in lieu of the required masonry or equivalent on all sides of all buildings visible from the front street right-of-way for up to 4 years or occupancy, whichever occurs first in a C-1 (Retail Business) District.
- September 22, 2015 - Exception to allow existing building finishes in lieu of the required masonry or equivalent on all sides of all buildings visible from the front street right-of-way for up to 4 years or occupancy, whichever occurs first in a C-1 (Retail Business) District.

Origination:

Westar Investments, LLC (Owner)
Henry Marroquin (Representative)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the March 22, 2022 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter and contingent on annexation of the property.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6474
Exhibit A - Survey
Location Map
Zoning Map
Zoning Sign Photo
Site Plan
Elevations
Floor Plan
Staff Review Letter
P & Z Communication

ORDINANCE NO. 6474

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 4600 AND 4608 WEST HOUSTON, BEING 5.003 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO 625, ALSO BEING ALL OF LOT 3C, BLOCK ONE OF THE REPLAT OF LOT 3, BLOCK ONE OF SEASONS WEST ADDITION, AND ALL OF LOT 5, BLOCK ONE, OF THE AMENDED PLAT OF SEASONS WEST ADDITION (WESTAR INVESTMENTS, LLC, OWNER; HENRY MARROQUIN, 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**, attached hereto, located at 4600 and 4608 West Houston, shall be rezoned and placed in the C-2 (General Commercial) District, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include such property.

SECTION 2. That this ordinance shall be entered upon the official zoning map as provided in Section 2, Ordinance No. 2280.

SECTION 3. That no person shall acquire any vested interest in this ordinance or in any other specific regulations contained herein. Any portion of this ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

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

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

INTRODUCED on this the 18th day of April, 2022.

ADOPTED on this the 18th day of April, 2022.

EFFECTIVE DATE on this the 18th day of April, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

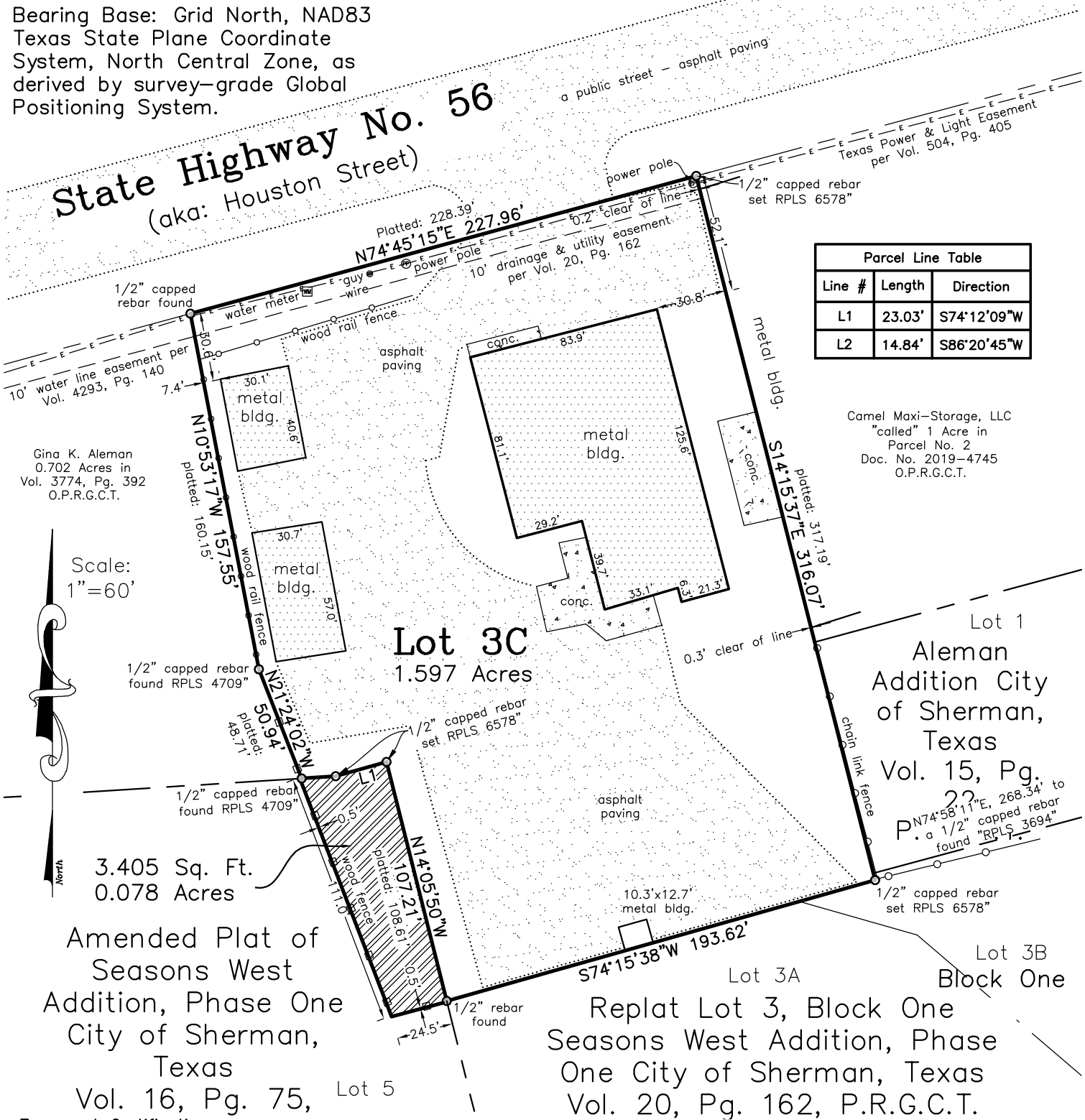
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

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



Parcel Line Table		
Line #	Length	Direction
L1	23.03'	S74°12'09"W
L2	14.84'	S86°20'45"W

Camel Maxi-Storage, LLC
"called" 1 Acre in
Parcel No. 2
Doc. No. 2019-4745
O.P.R.G.C.T.

- Easement Certification:**
- 1.The Location of Easement to to R.W. Klas, recorded in Vol. 1660, Pg. 604, D.R.G.C.T., **DOES NOT AFFECT** subject property.
 - 2.The location of Easement Agreement between Texas Light & Power and the City of Sherman, recorded in Vol. 1899, Pg. 534, D.R.G.C.T. **DOES NOT AFFECT** subject property.
 - 3.The location of Easement to the State of Texas, recorded in Vol. 344, Pg. 60, D.R.G.C.T. **DOES NOT AFFECT** subject property.
 - 4.Right-of-Way Deed of Record in Vol. 244, Pg. 534, D.R.G.C.T. **CANNOT BE DETERMINED** with available information.
 - 5.The location of Easement to North Texas Municipal Water District and the Greater Texoma Utility Authority, recorded in Vol. 2016, Pg. 697, R.P.R.G.C.T.

Owner: Real Property Development, LTD
Buyer: Chris Vickrey & Madeline Conrad
Address: 4600 W. Houston Street
Sherman, Texas

This survey is for the sole benefit of the Owners and Buyers stated hereon and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey complies with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1A, Condition 3, TSPS Land Title Survey and is a true and correct representation of the property shown hereon to the best of my knowledge and belief.

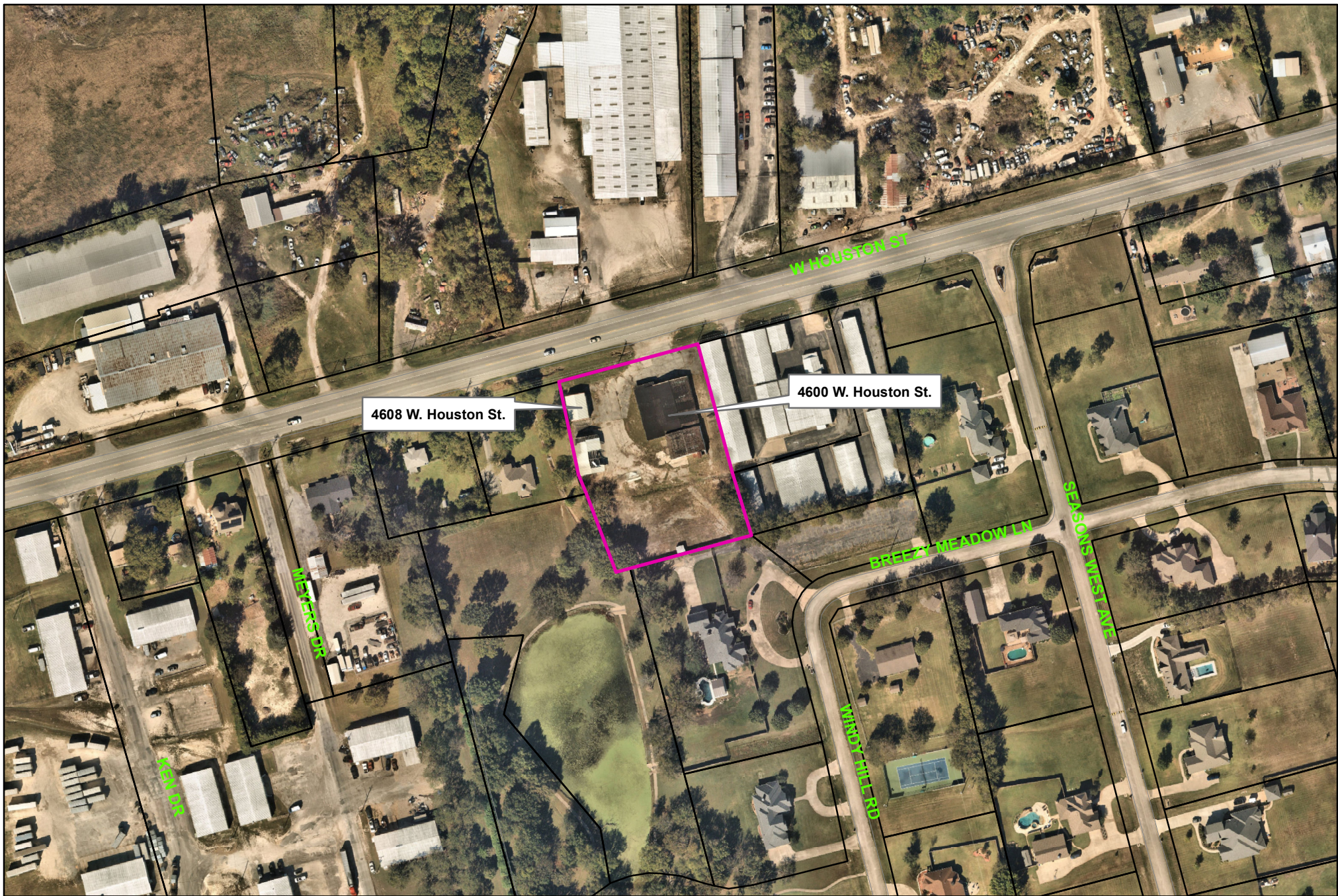
Legal Description is as follows: Lot 3C, Replat of Lot 3, Block One of Seasons West Addition to the City of Sherman, Texas, as per plat of record in Volume 20, Pages 162 & 163, Plat Records, Grayson County, Texas.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0270 F & 48181C0400 F, Revised Date: September 29, 2010.

Job No. AGS281220

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph: (903) 463-6191 Fax: (903) 463-4088
Email: kate@helveywagnersurvey.net
Texas Board of Professional Land Surveying
Firm Registration No. 10088100

Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: December 8, 2020



City of Sherman, Texas
Development Services Department

4600 & 4608 West Houston Street



NOT TO SCALE

1 in = 200 ft



Zoning - 4600 & 4608 West Houston Street

Legend

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

- FM 1417
- Sam 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
- PD Planned Development



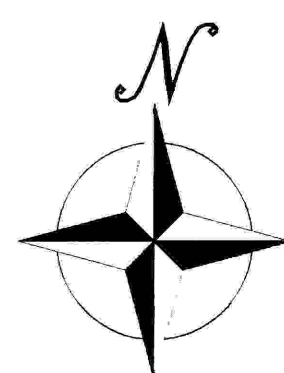
City of Sherman, Texas
Development Services Department



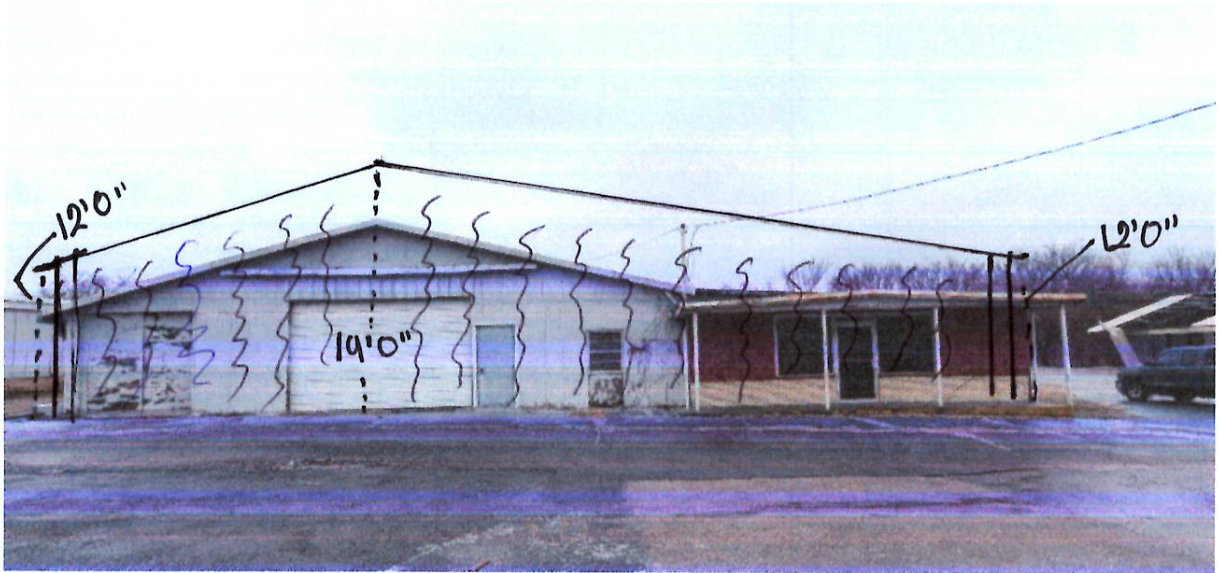
1 in = 106 ft

4600-4608 W Houston





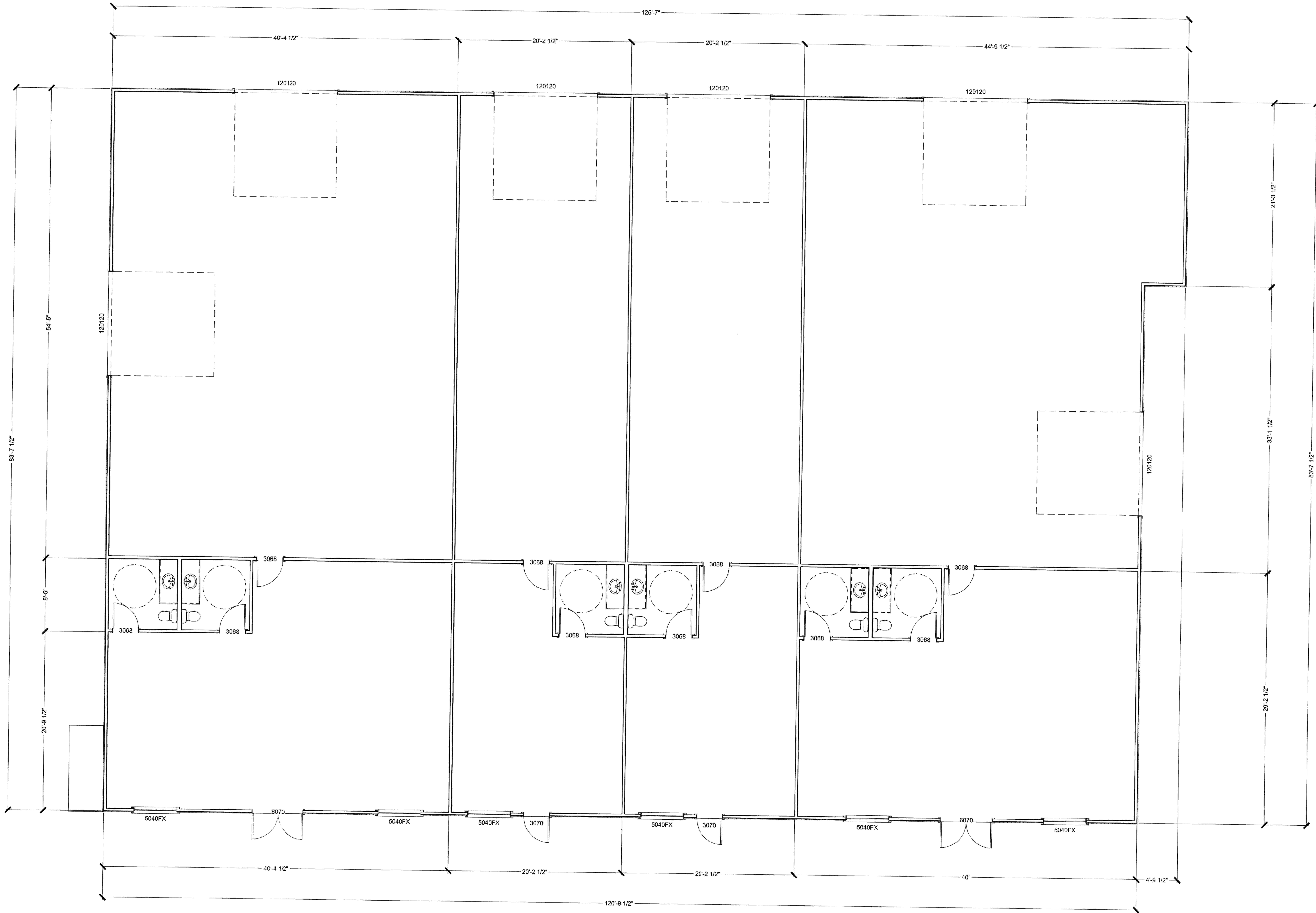
A-2











FLOOR PLAN
SCALE: 3/16"=1'-0"

REVISION TABLE	
NUMBER	DATE

PROJECT DESCRIPTION:
A New Remodel/Addition For
H&R CONSTRUCTION
4600 W. HOUSTON ST

DRAWINGS PROVIDED BY:
NBS DRAFTING AND DESIGN
303 W. HOUSTON
SHERMAN, TEXAS 75090
903.892.5620

DATE:
2/25/2022

SCALE:

SHEET:

A-1

STAFF REVIEW LETTER

March 15, 2022

Westar Investments LLC
2410 N. Loy Lake Rd
Sherman, TX 75090

Helvey-Wagner Surveying
222 W. Main St.
Denison, TX 75020

Henry Marroquin
309 E. Lamar
Sherman, TX 75090

Season's West Homeowners Association
212 Windy Hill Rd.
Sherman, TX 75092

Dear Applicants,

The request for a zone change and site plan approval under Ordinance No. 2280, Section 12, from a C-1 (Retail Business) District to a C-2 (General Commercial) District located at 4600 and 4608 West Houston has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, March 22, 2022 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-2 (General Commercial) District, the sign ordinance, the screening ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.7, Sec. 7(14), Sec. 7(13) and Sec. 17*).
2. Fire access lanes and codes shall be coordinated with the Fire Marshal 903-892-7267.
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
4. A parking space is considered to be 9'x20'. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
5. Driveways and parking are permitted on paved surfaces only (concrete or asphalt).
6. The parking ratio is one space per 400 square foot for office space and one space per 1000 square feet for warehouse space.
7. Shall comply with all EPA, City, Federal and State regulations for this use.
8. A minimum six (6) foot solid screening device shall be provided adjacent to a single-family district (R-A, SF-1, or R-1). (*Chapter 14, Exhibit A, Sec. 8 (5)(b)*)
9. No outside storage is allowed unless a Specific Use Permit is approved.
10. 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.
11. 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:

1. Proposed Drive approach on site plan does not meet current standard.
2. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
3. 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)*
4. City sewer does not serve subject property. On-site sewage facility is required. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*

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 Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,



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

CC: Robby Hefton, City Manager
Amber Doan, Engineering Coordinator
Tom Pruitt, Utility Engineer

Clint Philpott, Asst. City Manager
Christopher Armstrong, Asst. City Engineer



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

Agenda Item No. 22.

Meeting Date: 03/22/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

Requested Action/Proposed Use:

4600 AND 4608 WEST HOUSTON STREET

The request of Westar Investments, LLC (Owner), Henry Marroquin (Representative) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property at 4600 and 4608 West Houston, being 5.003 acres in the Elizabeth Jones Survey, Abstract No 625, also being all of Lot 3C, Block One of the Replat of Lot 3, Block One of Seasons West Addition, and all of Lot 5, Block One, of the Amended Plat of Seasons West Addition as follows:

Planning and Zoning Commission

- A. Replat approval Seasons West Addition, Phase four being a Replat of Lot 5, Block One, Amended Plat of Seasons West Addition, Phase One and Lot 3C, Block One, Repat of Lot 3, Block One of Seasons West Addition.
- B. Zone change and site plan approval under Ordinance No. 2280, Section 12, from a C-1 (Retail Business) District to a C-2 (General Commercial) District.

Background:

The property is located at 4600 and 4608 West Houston between Meyers Drive and Seasons West Avenue. The owner is requesting replat approval for Seasons West Addition. They are also requesting a zone change and site plan approval for contractor's offices.

The following has been approved for 4600 West Houston:

- August 16, 2011 - Zone change and site plan approval from an SF-1 (Single Family Residential) District and R-1 (One Family Residential) District to a C-1 (Retail Business) District.
- August 16, 2011 - Exception to allow existing building finishes in lieu of the required masonry or equivalent on all sides of all buildings visible from the front street right-of-way for up to 4 years or occupancy whichever occurs first in a C-1 (Retail Business) District.
- September 22, 2015 - Exception to allow existing building finishes in lieu of the required masonry or equivalent on all sides of all buildings visible from the front street right-of-way for up to 4 years or occupancy whichever occurs first in a C-1 (Retail Business) District.

Adjacent Zoning:

R-1 (One Family Residential) District
C-1 (Retail Business) District
SF-1 (Single Family Residential) District
R-A (Single Family Agricultural) District

Origination:

Westar Investments, LLC (Owner)
Henry Marroquin (Representative)
Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

Suburban Residential – Increased density and closer building setbacks separate Suburban Residential from Countryside and Estate, but more landscaping and open space distinguish Suburban Residential from Urban and Auto-Urban categories. New suburban subdivisions typically have curvilinear streets and sidewalks, as well as curb and gutter.

Number of notices mailed:

28

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Site Plan
Building Elevations
Floor Plan
Staff Review Letter
Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 4.

Meeting Date: 04/18/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6475

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to allow a Recreational Vehicle Resort (Travel Trailer Park) in a C-2 (General Commercial) District/ O-1 (75 & 82) Overlay District in the 2500-2700 Blocks East Highway 82, being 19.172 acres in the Samuel McGlothlin Survey, Abstract No. 811 (BR Estates at Hwy 82, LLC, Owner; MCF Investments, LLC, Prospective Buyer; and Copley Land Surveying, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed \$2,000.00

Issue:

To consider Granting a Specific Use Permit to allow a Recreational Vehicle Resort (Travel Trailer Park) in a C-2 (General Commercial) District/ O-1 (75 & 82) Overlay District in the 2500-2700 Blocks East Highway 82, being 19.172 acres in the Samuel McGlothlin Survey, Abstract No. 811 (BR Estates at Hwy 82, LLC, Owner; MCF Investments, LLC, Prospective Buyer; and Copley Land Surveying, Surveyor)

Background:

The property is located in the 2500-2700 Blocks East Highway 82 between North Frisco and Baker Roads. The property is zoned a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District. The owner is requesting a Specific Use Permit to allow a Recreational Vehicle Resort (Travel Trailer Park).

Origination:

BR Estates at Hwy 82, LLC (Owner)
MCF Investments, LLC (Prospective Buyer)
Copley Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the March 22, 2022 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Staff recommends that the SUP be tied to the applicant (MCF Investments, LLC) and that the SUP ordinance require compliance with the approved site plan (Exhibit A) and the Landscape Plan (Exhibit B). These additional conditions have been included in the attached ordinance.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6475
Exhibit A-Legal Description
Exhibit B - Site Plan
Exhibit C - Landscape Plan
Location Map
Zoning Map
Zoning Sign Photo
Building Elevations
Staff Review Letter
P & Z Communication

ORDINANCE NO. 6475

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A RECREATIONAL VEHICLE RESORT (TRAVEL TRAILER PARK) IN A C-2 (GENERAL COMMERCIAL) DISTRICT/ O-1 (75 & 82) OVERLAY DISTRICT IN THE 2500-2700 BLOCKS EAST HIGHWAY 82, BEING 19.172 ACRES IN THE SAMUEL MCGLOTHLIN SURVEY, ABSTRACT NO. 811 (BR ESTATES AT HWY 82, LLC, OWNER; MCF INVESTMENTS, LLC, PROSPECTIVE BUYER; AND COPLEY LAND SURVEYING, SURVEYOR) PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

WHEREAS, the City Council finds that it is in the public interest to grant this specific use permit, subject to certain conditions;

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

SECTION 1. That, from and after the effective date of this Ordinance, BR Estates at Hwy 82, LLC (Owner), MCF Investments, LLC (Prospective Buyer) and Copley Land Surveying (Surveyor), concerning the property in the 2500-2700 Blocks East Highway 82, being 19.172 acres in the Samuel McGlothlin Survey, Abstract No. 811, City of Sherman, Grayson County, Texas, are granted a Specific Use Permit for a Recreational Vehicle Resort (Travel Trailer Park) in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include property described in **Exhibit A – Legal Description** (the “Property”).

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City’s General

Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-2 (General Commercial) District, the O-1 (75 & 82) Overlay District, the Sign Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.6; Sec. 6.13.1; Sec. 7(14) and Sec. 17*).

2. Compliance with Article 3.09, Division 8. Travel Trailer Parks (*Chapter 3, Article 3.09, Division 8*.)
3. The setback requirement from US Hwy 82 is 25' plus the height of the building or 40', whichever is greater. (*Chapter 14, Exhibit A, Sec 6.13.1(5)*)
4. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
5. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
6. A parking space is considered to be 9'x20'. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
7. The property must be properly maintained in a state of good repair and neat appearance.
8. Screening is required and to be maintained abutting residentially zoned property. (*Chapter 14, Exhibit A, Section 7, Subsection 13(d)(2)*)
9. The trash dumpster must be located inside the main building area. (*Chapter 14, Exhibit A, Section 7, Subsection 13(d)(4)*)
10. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right-of-way. (*Chapter 14, Exhibit A, Sec 6.13.1(6)*)
11. Mobile homes are not permitted within this Specific Use Permit, unless it is a permitted use with the underlying zoning. (*Chapter 3, Article 3.09, Division 8, Section 3.09.223(a)*)
12. Spaces shall only be rented by the day or week only, and an occupant of any space shall remain in the same travel trailer park not more than ninety (90) days. (*Chapter 3, Article 3.09, Division 8, Section 3.09.223(b)*)
13. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
14. A specific use permit is an amendment to the district regulations of the zoning ordinance that permits the permanent establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure discontinue or be abandoned for a period of sixty (60) 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 granted. (*Chapter 14, Exhibit A, Sec. 8 (5)(b)*)
15. The approval of the Specific Use Permit and site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.
16. 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:

1. Platting of the property is required. *Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004*

2. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
3. Internal water and sewer lines will be privately owned and maintained.
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. Ownership and Maintenance information of detention pond to be shown on plat.
6. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*
7. Verify fire requirements and code compliance with Fire Marshal. *Code of Ordinances Chapter 3.02(c)*

Additional Conditions:

1. This Specific Use Permit is tied to the applicant, MCF Investments, LLC, such that the Specific Use Permit may be revoked if a person or entity other than MCF Investments, LLC is the owner or developer of the Property.
2. The Property shall be developed and used in accordance with all City Ordinances and the Conceptual Site Plan shown in **Exhibit B**.
3. The Property shall be developed and used in accordance with the Landscape Plan shown in **Exhibit C**.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Section 2, Ordinance No. 2280.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is

expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

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

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

INTRODUCED on this the 18th day of April, 2022.

ADOPTED on this the 18th day of April, 2022.

EFFECTIVE DATE on this the 18th day of April, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

1/2" STEEL
ROD FOUND

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE (4202)

74.424 AC
TRACT 1
BR ESTATES AT HWY82, LLC
DOCUMENT NO. 2021-3130
O.P.R.G.C.T.

Samuel McGlothlen Survey
Abstract No. 811

U.S. HIGHWAY NO. 82

S 76°26'34" E

Reuben Hendrix Survey
Abstract No. 504

10' UTILITY EASEMENT
CITY OF SHERMAN
VOL. 1626, PG. 461
D.B.G.C.T.

2,033 Acres
in Flood Zone "A"

30' UTILITY EASEMENT
CITY OF SHERMAN
VOL. 1626, PG. 441
D.R.G.C.T.

~~0.270 Acres~~

Total Acreage
19.172 Acres

16.869 Acres

19.172 AC
TRACT 2
BR ESTATES AT HWY82, LLC
DOCUMENT NO. 2021-3130
O.P.R.G.C.T.

N 69 06 33 W 204.01'

N 89° 20' 30" W 327.45'

N 90°20'12" W

WATER LINE EASEMENT
VOL. 3143, PG. 327 O.P.R.G.C.T.

186.679 AC
POZA INVESTMENTS, L.P.
VOL. 4090, PG. 473
O.P.R.G.C.T.

DUCHES DRIVE

N. DUKE DRIVE

Y 068A-6
VULFRANO GALAN
DOCUMENT NO. 2928-20026
O.P.R.E.C.T.

George W. McGlothlen Survey
Abstract No. 827

Flemming Jennings Survey
Abstract No. 638

1	8
2	9
Castle Heights Addition Vol. 2, Pg. 46 P.R.G.C.T.	
3	10
4	11
Block 3	
5	12
6	13

1
2
3
4
Block 5
5
6

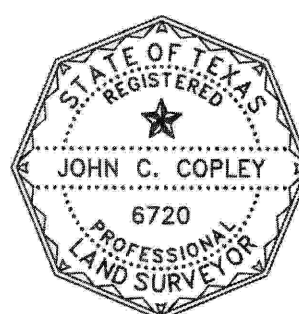
LINE	BEARING	DISTANCE
L1	S 74°20'58" E	22.44'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	11309.16'	276.28'	276.27'	N 75°44'34" W

See Attached for Legal Description

I, John C. Copley, Registered Professional Land Surveyor, do hereby certify that a survey was made on the ground of the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

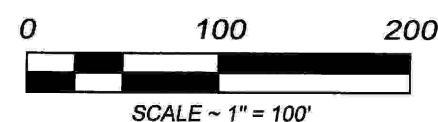

John C. Copley
Registered Professional
Land Surveyor No. 6720
Firm No. 10194429
DATE OF SURVEY: 1/14/2021



CL5 Job# 22010020



Copley Land Surveying
1702 Verdi Ln., Sherman, Texas 75076
TX 903-415-0643, OK 580-980-0181
john@copleylandsurveying.com



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Copley Land Surveying, Inc.
All rights reserved.

Copley Land Surveying



Legal Description *CLS Job# 22010020*

Situated in the County of Grayson, State of Texas, being a part of the Samuel McGlothlin Survey, Abstract No. 811, and being the same 19.172 acre Tract 2 conveyed to BR Estates at HWY82, LLC by deed of record in Document No. 2021-3130, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod found at the southeast edge of a bend in a Baker Road said rod maintaining the southeast corner of said 19.172 acre Tract 2 and an inside ell corner in the north line of a 186.679 acre tract conveyed to POZA Investments, L.P. by deed of record in Volume 4090, Page 473 of said Official Public Records;

Thence **North 89°28'12" West**, along the centerline of said Baker Road, the south line of said 19.172 acre Tract 2 and the north line of said 186.679 acre tract, a distance of **930.50 feet** to a 1/2" steel rod found maintaining the northwest corner of said 186.679 acre tract and the northeast corner of a 7.063 acre tract of land conveyed to Vulfrano Galan by deed of record in Document No. 2020-22025 of said Official Public Records;

Thence **North 89°20'30" West**, continuing along the center of said Baker Road, the south line of said 19.172 acre Tract 2 and the north line of said 7.063 acre tract, a distance of **327.45 feet** to a P/K nail found maintaining the northwest corner of said 7.063 acre tract and the northeast corner of Castle Heights Addition as shown by plat of record in Volume 2, Page 46, Plat Records, Grayson County, Texas;

Thence **North 89°06'33" West**, continuing along the centerline of said Baker Road the south line of said 19.172 acre Tract 2 and the north line of said Castle Heights Addition, a distance of **204.01 feet** to a railroad spike found maintaining the southwest corner of said 19.172 acre Tract 2 and the southeast corner of a 12.37 acre tract of land conveyed to RPM xConstruction, LLC by deed of record in Volume 5722, Page 306 of said Official Public Records;

Thence **North 00°50'02" East**, along the west line of said 19.172 acre Tract 2 and the east line of said 12.37 acre tract, a distance of **704.29 feet** to a 1/2" steel rod found in the south right-of-way line of U.S. Highway No. 82 said rod maintaining the northwest corner of said 19.172 acre Tract 2 and the northeast corner of said 12.37 acre tract;

Thence easterly along the south right-of-way line of said U.S. Highway No. 82 the following calls and distances:

South 82°34'34" East, a distance of **413.63 feet** to a concrete monument found;

South 76°26'34" East, a distance of **674.65 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 at the beginning of a tangent curve to the right;

With said curve to the right having a radius of **11,309.16 feet** (chord bears South 75°44'34" East, a distance of 276.27 feet) an arc length of **276.28 feet** to a concrete monument found;

South 43°23'34" East, a distance of **144.20 feet** to a concrete monument found;

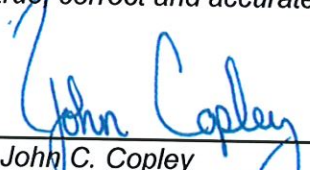
Copley Land Surveying



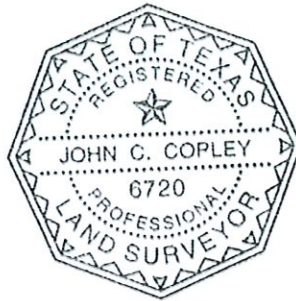
South 74°20'58" East, a distance of **22.44 feet** to a mag nail set with an aluminum washer marked COPLEY RPLS 6720 in the center of said Baker Road for the northeast corner of said 19.172 acre Tract 2;

Thence **South 00°29'31" West**, along the center of said Baker Road the east line of said 19.172 acre Tract 2 passing a 1/2" steel rod found at a distance of 14.16 feet maintaining the northerly most northwest corner of said 186.679 acre tract and continuing for a total distance of **329.30 feet** to the **Point-of-Beginning** and containing **19.172 acres** of land.

I, John C. Copley, 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.

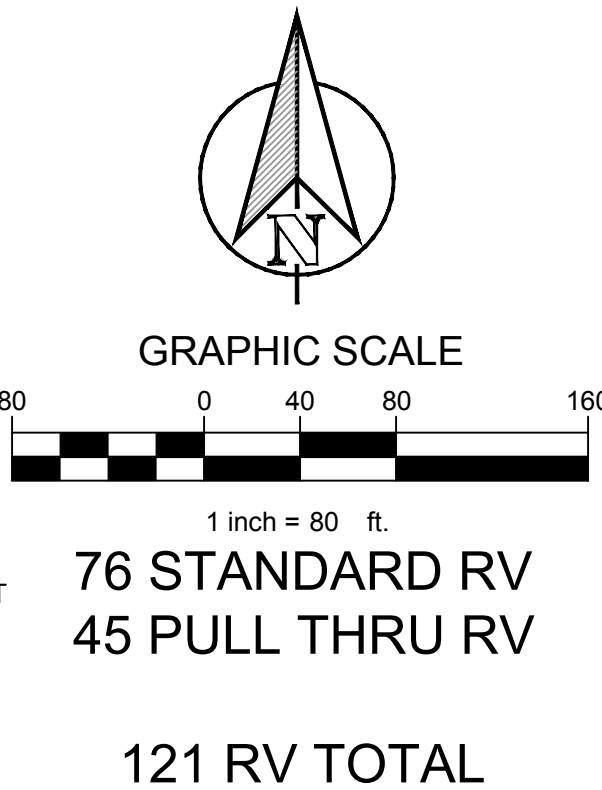
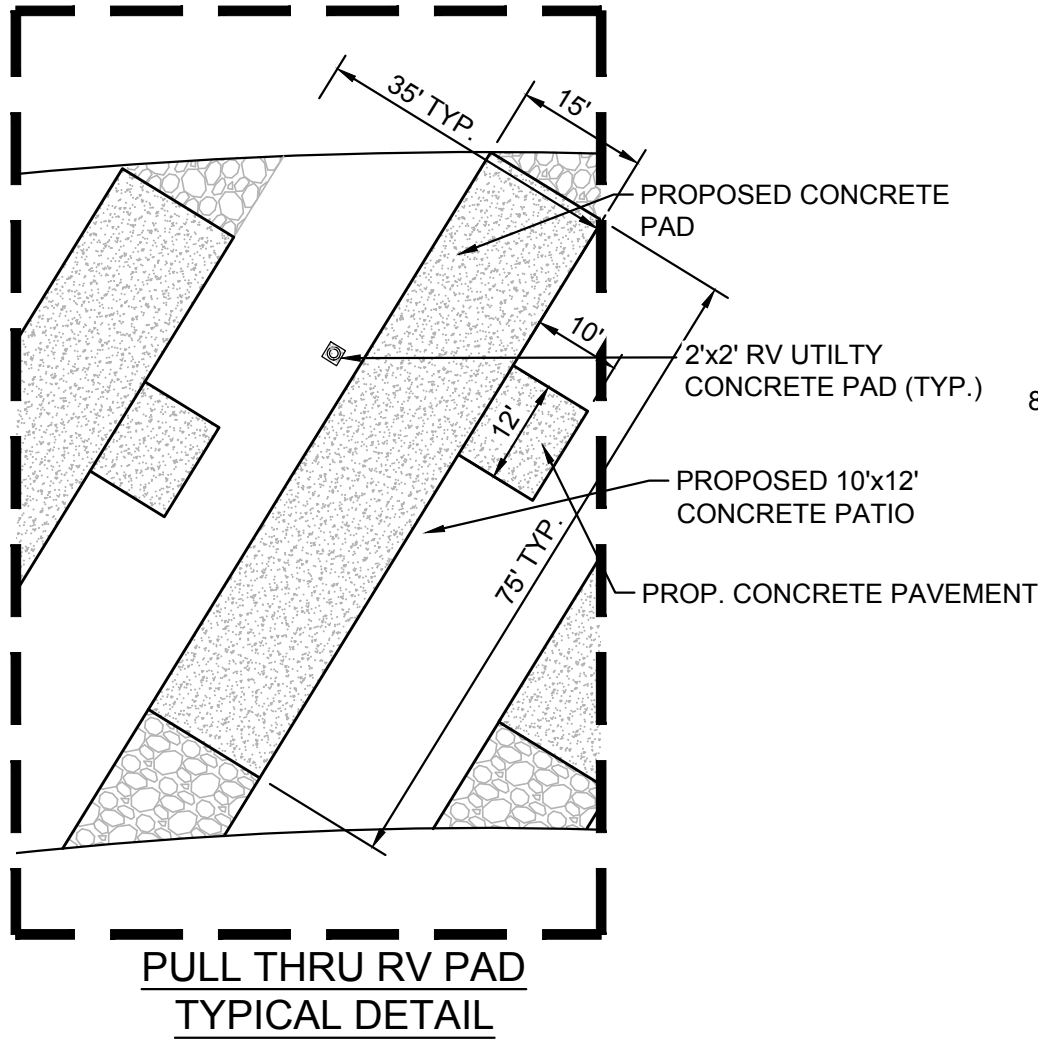
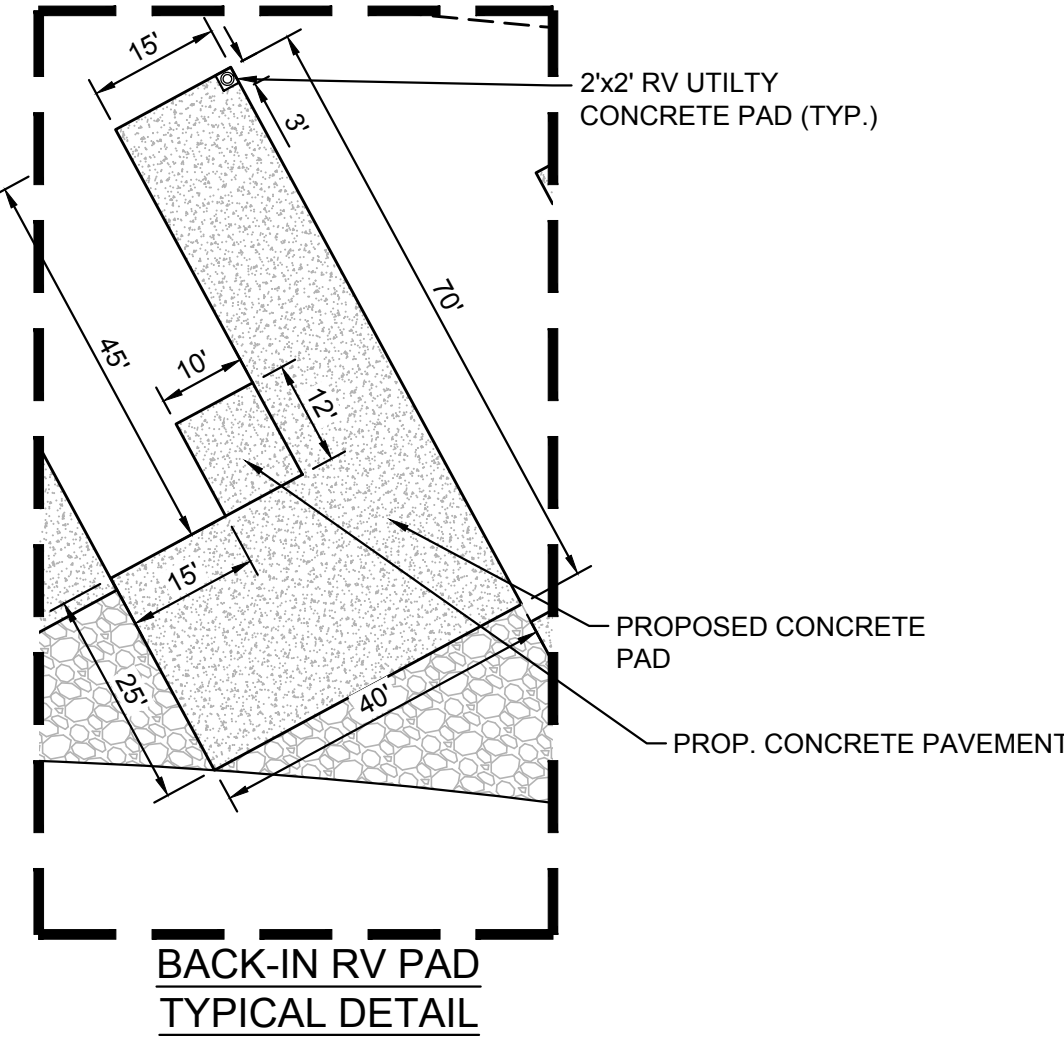


John C. Copley
Registered Professional
Land Surveyor No. 6720
Firm No. 10194429

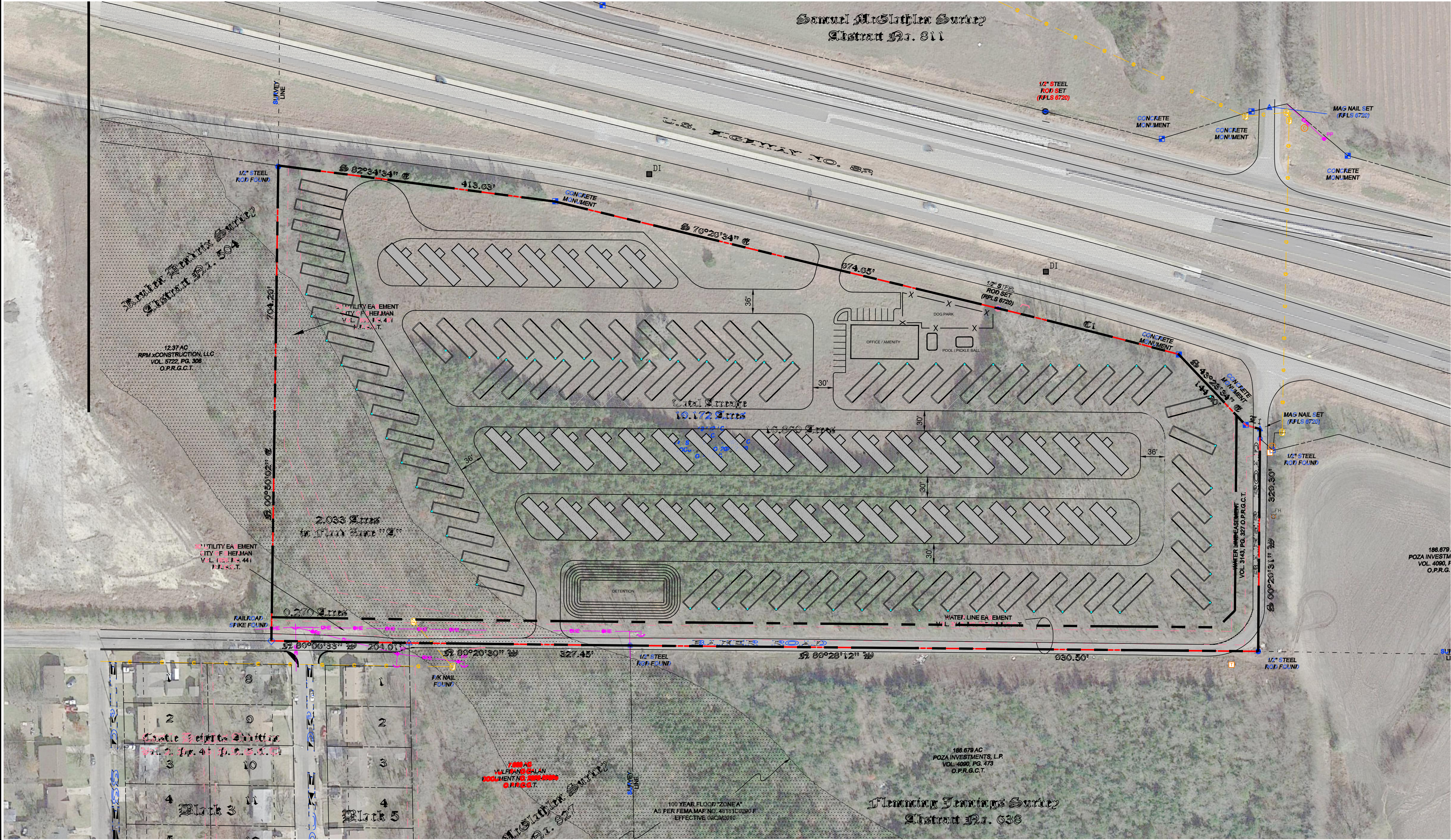


RANCH 82 RESORT RV PARK
220 W. MULBERRY
SHERMAN, TX 75090

EXHIBIT B



121 RV TOTAL



NO.	DATE	REVISION	BY

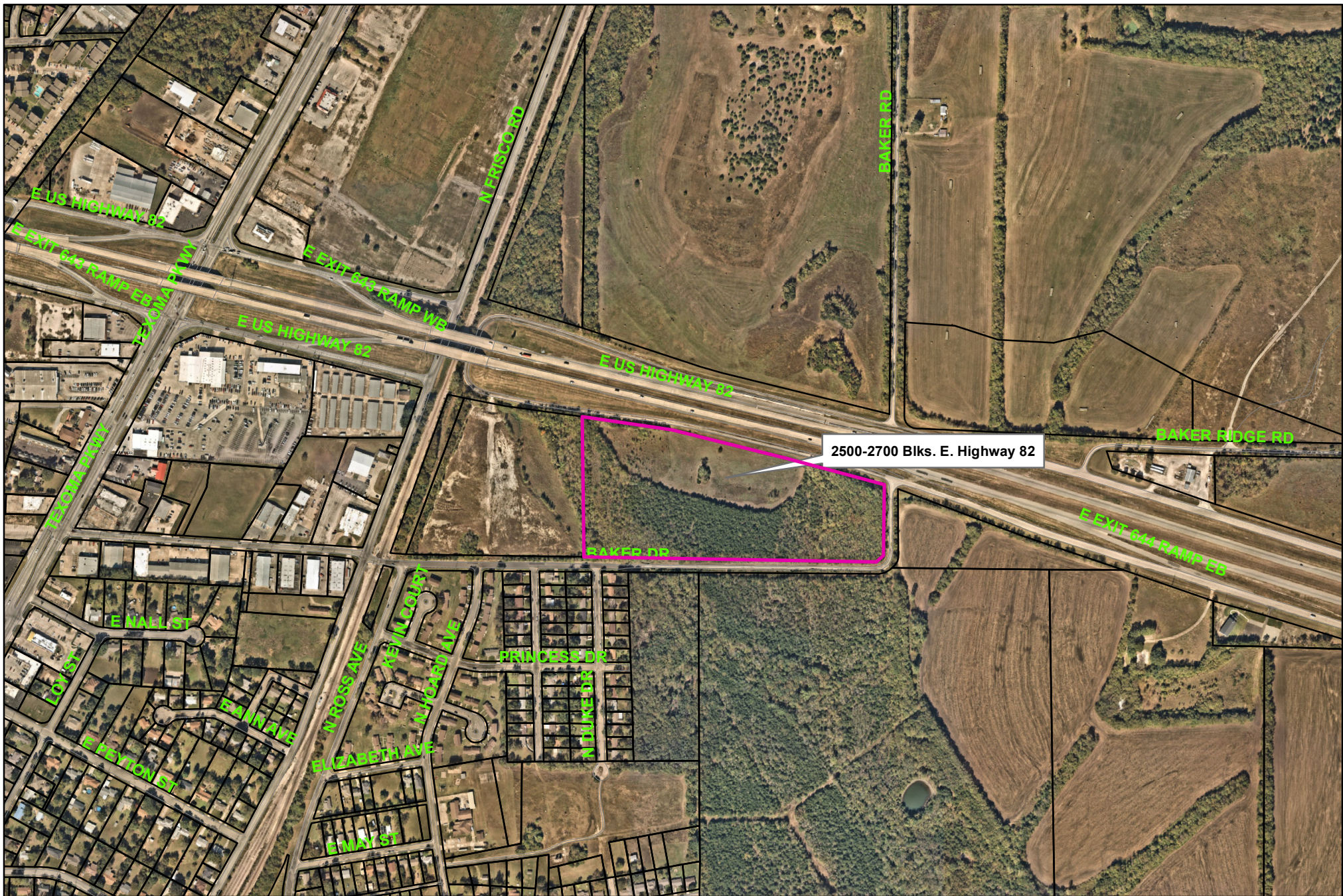
Exhibit C - Landscape Plan



RANCH 82 RV PARK: SHERMAN, TX
LANDSCAPE CONCEPT PLAN

EVERGREEN
DESIGN GROUP
(800) 680-6630
www.evergreendesigngroup.com





City of Sherman, Texas
Development Services Department

2500-2700 Blocks East Highway 82



NOT TO SCALE

1 in = 611 ft



1 in = 400 ft

2500-2700 HIGHWAY 82



Mar 7, 2022 at 4:50 PM



STAFF REVIEW LETTER

March 15, 2022

BR Estates at HWY 82 LLC
8632 Knox St.
Irving, TX 75063

Copley Land Surveying
1702 Verdi Ln
Sherman, TX 75090

MCR Investments, LLC
15700 TX-121
Frisco, TX 75035

Clay Moore Engineering
1903 Central Dr., Ste. 1
Bedford, TX 76021

Dear Applicants,

The request for a Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Recreational Vehicle (RV) Resort in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District located in the 2500-2700 Blocks East Highway 82 has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, March 22, 2022 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-2 (General Commercial) District, the O-1 (75 & 82) Overlay District, the Sign Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.6; Sec. 6.13.1; Sec. 7(14) and Sec. 17*).
2. Compliance with Article 3.09, Division 8. Travel Trailer Parks (*Chapter 3, Article 3.09, Division 8*).
3. The setback requirement from US Hwy 82 is 25' plus the height of the building or 40', whichever is greater. (*Chapter 14, Exhibit A, Sec 6.13.1(5)*)
4. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
5. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
6. A parking space is considered to be 9'x20'. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
7. The property must be properly maintained in a state of good repair and neat appearance.
8. Screening is required and to be maintained abutting residentially zoned property. (*Chapter 14, Exhibit A, Section 7, Subsection 13(d)(2)*)
9. The trash dumpster must be located inside the main building area. (*Chapter 14, Exhibit A, Section 7, Subsection 13(d)(4)*)
10. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right-of-way. (*Chapter 14, Exhibit A, Sec 6.13.1(6)*)

11. Mobile homes are not permitted within this Specific Use Permit, unless it is a permitted use with the underlying zoning. (*Chapter 3, Article 3.09, Division 8, Section 3.09.223(a)*)
12. Spaces shall only be rented by the day or week only, and an occupant of any space shall remain in the same travel trailer park not more than ninety (90) days. (*Chapter 3, Article 3.09, Division 8, Section 3.09.223(b)*)
13. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
14. A specific use permit is an amendment to the district regulations of the zoning ordinance that permits the permanent establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure discontinue or be abandoned for a period of sixty (60) 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 granted. (*Chapter 14, Exhibit A, Sec. 8 (5)(b)*)
15. The approval of the Specific Use Permit and site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.
16. 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:

1. Platting of the property is required. *Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004*
2. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
3. Internal water and sewer lines will be privately owned and maintained.
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. Ownership and Maintenance information of detention pond to be shown on plat.
6. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*
7. Verify fire requirements and code compliance with Fire Marshal. *Code of Ordinances Chapter 3.02(c)*

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 Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,



Rob Rae
Acting Secretary, Planning and Zoning Commission and Board of Adjustments

CC: Robby Heflon, City Manager
Amber Doan, Engineering Coordinator
Tom Pruitt, Utility Engineer

Clint Philpott, Asst. City Manager
Christopher Armstrong, Asst. City Engineer



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

Agenda Item No. 27.

Meeting Date: 03/22/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

Requested Action/Proposed Use:

2500-2700 BLOCKS EAST HIGHWAY 82

The request of BR Estates at Hwy 82, LLC (Owner), MCF Investments, LLC (Prospective Buyer) and Copley Land Surveying (Surveyor) concerning the property in the 2500-2700 Blocks East Highway 82, being 19.172 acres in the Samuel McGlothlin Survey, Abstract No. 811, as follows:

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Recreational Vehicle (RV) Resort in a C-2 (General Commercial) District/ O-1 (75 & 82) Overlay District.

Background:

The property is located in the 2500-2700 Blocks East Highway 82 between North Frisco and Baker Roads. The property is zoned a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District. The owner is requesting a Specific Use Permit to allow a Recreational Vehicle (RV) Resort.

Adjacent Zoning:

R-1 (One-Family Residential) District

C-1 (Retail Business) District

C-2 (General Commercial) District

M-1 (Light Manufacturing) District

Origination:

BR Estates at Hwy 82, LLC (Owner)

MCF Investments, LLC (Prospective Buyer)

Copley Land Surveying (Surveyor)

Master Plan Designation:

Agricultural and Rural – Typically are large parcels that are primarily used for crops or pasture land. These low density regions surrounding the City do not have significant demands on the transportation or utilities network.

Number of notices mailed:

11

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Site Plan
Elevation
Landscape Plan
Staff Review Letter



City Council Regular Meeting

D. 5.

Meeting Date: 04/18/2022

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6472, 6473, 6474 & 6475

Issue:

D. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6472

Extending the Corporate Limits of the City of Sherman so as to Annex an Area of Land Consisting of Approximately 113.414 acres Generally Located South of the Intersection of FM 1417 Ext and E. Lamar St, 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

D. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6473

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the M-H (Manufactured Housing) District, located at 2708 East Lamar Street, being Tract 1: 55.272 acres in the A. Burleson Survey, Abstract No. 61 and Tract 2: 57.070 acres in the A. Burleson Survey, Abstract No. 61 (Ventura Verde, LLC, Owner; Marley Phillips, Applicant, Bowman, Consulting Firm; Underwood Drafting and Surveying, Surveyor, and NBS Drafting and Design, Draftsman); Providing for a Penalty not to Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6474

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the C-2 (General Commercial) District, located at 4600 and 4608 West Houston, being 5.003 acres in the Elizabeth Jones Survey, Abstract No 625, also being all of Lot 3C, Block One of the Replat of Lot 3, Block One of Seasons West Addition, and all of Lot 5, Block One, of the Amended Plat of Seasons West Addition (Westar Investments, LLC, Owner; Henry Marroquin, Representative; Helvey-Wagner Surveying, Inc., Surveyor); Providing for a Penalty not to Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6475

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to allow a Recreational Vehicle Resort (Travel Trailer Park) in a C-2 (General Commercial) District/ O-1 (75 & 82) Overlay District in the 2500-2700 Blocks East Highway 82, being 19.172 acres in the Samuel McGlothlin Survey, Abstract No. 811 (BR Estates at Hwy 82, LLC, Owner; MCF Investments, LLC, Prospective Buyer; and Copley Land Surveying, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed \$2,000.00





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 1.

Meeting Date: 04/18/2022

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6872

Authorizing Execution of a Professional Services Agreement with Halff Associates, Inc. for Right-Of-Way Acquisition Assistance

Issue:

To consider a contract for professional services with Halff Associates, Inc. for Right-Of-Way Acquisition Assistance.

Background:

TxDOT is currently designing the construction plans for improving FM 1417 from Houston Street to West Travis Street to a four-lane divide roadway with an extra wide median to accommodate the addition of two more lanes in the future. Approximately 33 right-of-way parcels are needed for these roadway improvements. Once the plans are complete and right-of-way is acquired, TxDOT will request funding for construction. Acquisition of the right-of-way will be part of the City's cost contribution toward these improvements. Thirteen of these parcels are anticipated to be acquired by dedication via plat, or city staff is familiar with the owners and believe the right-of-way can be acquired. Twenty of these parcels are from owners that City staff are unfamiliar with or are owners that may require more time and negotiation to acquire. This contract will assist the City in acquiring those parcels in a more timely manner over the next year when TxDOT should have the construction plans completed.

Origination:

Engineering Department

Financial Consideration:

The total funding needed for this contract is \$164,540.00. This will be funded by 2017 and 2021 General Improvement Funds.

Staff Recommendation:

Halff Associates, Inc. is fully qualified to perform these services and staff has negotiated a reasonable fee for these services. It is recommended that the contract for professional services with Halff Associates, Inc. for Right-Of-Way Acquisition Assistance be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6872

PSA Contract

Location Map

RESOLUTION NO. 6872

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC. FOR RIGHT-OF-WAY ACQUISITION ASSISTANCE; 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 Halff Associates, Inc. for Right-Of-Way Acquisition Assistance, 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 18th day of April, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Professional Services/Consultant Agreement

This AGREEMENT or CONTRACT is made and entered into this ____ day of _____ 20__, by and between the City of Sherman, Texas hereinafter also called the OWNER or City, and Half Associates, Inc., hereinafter called the ENGINEER or Consultant. On consideration of the mutual agreements herein and subject to the following terms and conditions, the parties mutually agree as follows:

ARTICLE I. SERVICES TO BE PROVIDED

ENGINEER agrees to furnish professional engineering services in accordance with the terms and conditions of this AGREEMENT (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

ENGINEER shall conduct professional engineering services generally described as follows:

Right-Of-Way Acquisition Assistance

ARTICLE II. SCOPE OF WORK

During the term of this AGREEMENT, ENGINEER shall perform at the request and satisfaction of the Engineering Department of the City of Sherman, the stated services and the indicated fee schedule attached as **EXHIBIT A**.

ARTICLE III. TERM

The contract term shall commence on the date of this AGREEMENT and be completed by _____. The contract term may be extended by mutual AGREEMENT of the parties.

ARTICLE IV. PROJECT INITIATION

Prior to the OWNER issuing a work order to proceed with any assessments, surveys, or other related work, ENGINEER shall provide OWNER with a written proposal detailing the scope of services and providing a fee estimate for proposed work. Said costs are to be based on the attached fee schedule. Final cost, excluding an approved change order, may not exceed the cost estimate by more than 10 percent without written approval of the OWNER.

ARTICLE V. FEES

Fees for services performed under this AGREEMENT shall be based on an hourly rate for personnel, equipment, and related services as detailed on the fee schedule attached as **EXHIBIT A** to this AGREEMENT. Subcontract services such as consulting with other engineers, as well as other services not specifically listed on the fee schedule, will be performed by subconsultants who operate under a subcontract agreement with ENGINEER. Fees shall be payable from the currently available funds. In the event funds are not available, ENGINEER shall not be obligated to perform the work.

ARTICLE VI. PAYMENT TERMS

ENGINEER will invoice OWNER for work performed on a monthly basis. In the case of short duration projects, invoicing will be upon project completion, with the invoice issued upon delivery of appropriate proposals or documents. Alternative invoicing methods may be acceptable provided they are agreed to prior to the work being undertaken.

ARTICLE VII. INSURANCE

Prior to the commencement of services under this AGREEMENT, ENGINEER shall obtain standard comprehensive professional liability insurance coverage in an amount of at least \$1,000,000.00 per claim with a \$2,000,000.00 aggregate policy limit per year, covering the services provided under this AGREEMENT. A "claims made" policy is acceptable subject to coverage being maintained during the course of the PROJECT and up to two (2) years after completion and acceptance of PROJECT by the City. ENGINEER shall maintain such coverage during all phases of engineering services and for two (2) years after substantial completion of the PROJECT. The OWNER shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, or change in limits by endorsement, to the OWNER by certified mail.

ENGINEER will maintain general insurance coverage as follows:

- A. Worker's Compensation Insurance – Statutory as required by the Texas Labor Code.
- B. Employer's Liability Insurance - \$100,000 per accident; \$300,000 per disease; \$100,000 occupational disease per employee.
- C. Commercial General Liability Insurance - \$2,000,000 per occurrence; \$2,000,000 aggregate policy limit applies per project.
- D. Automobile Liability Insurance - \$1,000,000 CSL
- E. Professional Liability - \$1,000,000 per occurrence; \$2,000,000 aggregate policy limit. A "claims made" policy is acceptable subject to coverage being maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City.

ENGINEER shall maintain such coverage during all phases of engineering services and for two (2) years after substantial completion of the PROJECT. The OWNER shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, or change in limits by endorsement, to the OWNER by certified mail.

The OWNER, City of Sherman, including its officers, officials, employees, Boards and Commissions, and volunteers shall be named as an additional insured by endorsement to the general insurance coverage listed in this AGREEMENT, excluding Workers' Compensation, Employers' Liability, and Professional Liability (for which a waiver of subrogation is required to be issued in favor of the OWNER), with regard to the ENGINEER'S activities as required by this CONTRACT. The coverage shall contain no

special limitations on the scope of protection afforded to the OWNER, and all premiums arising from the coverage herein shall be the responsibility of the ENGINEER.

ARTICLE VIII. INDEMNIFICATION

The ENGINEER shall hold harmless and indemnify the OWNER against claims and liability for damage arising out of the negligent act or omission, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the ENGINEER or the ENGINEER'S agent, consultant under contract , or another entity over which the ENGINEER is legally liable. The ENGINEER shall also reimbursement Owner its reasonable attorney's fees which might be incurred by the OWNER in litigation or otherwise resisting said claim or liabilities in proportion to ENGINEER'S liability.

ENGINEER further agrees that during the course and scope of this AGREEMENT, except with OWNER'S knowledge and consent, ENGINEER shall not represent any third party against the OWNER in any claim, litigation, or other matter, or be retained to act as an expert witness for any third party in any claim, litigation, or any other matter that is, or may be, adversarial to the OWNER, as determined by the OWNER.

Acceptance by the OWNER of the ENGINEER'S work shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, subcontractors, agents, or consultants for the accuracy and competency of ENGINEER'S work; nor shall such acceptance be deemed to be an assumption of such responsibility by the OWNER for any defect, error, or omission in the ENGINEER'S work, its employees, subcontractors, agents, and consultants. ENGINEER, shall without additional costs or fee, correct or revise any errors or deficiencies in his performance.

The parties hereby acknowledge and agree that OWNER is entering into this AGREEMENT pursuant to its governmental functions and that nothing contained in the AGREEMENT shall be construed as constituting a waiver of the OWNER'S governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this AGREEMENT is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the OWNER'S immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this AGREEMENT is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code ("CPRC"), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

ARTICLE IX. COMPLIANCE WITH LAWS

The ENGINEER, its consultants, agents, employees and subcontractors shall comply with applicable Federal and State laws, charter and ordinances of the City of Sherman, as amended, and other applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. ENGINEER shall complete only the professional engineering services as required in the performance of the services contracted for herein.

**ARTICLE X.
OWNER'S RIGHTS AND OWNERSHIP OR DOCUMENTS**

Upon completion of services and payment in full, ENGINEER'S work products under this AGREEMENT including, but not limited to, tracings, drawings, plans, specifications, studies and other documents completed or partially completed, shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such deliverables, materials and reports only for those purposes for which they were intended; provided, however, that Professional is not responsible and shall not be liable for the City's use of such documents for any purpose other than the project described in this Agreement

**ARTICLE XI.
SUCCESSORS AND ASSIGNS**

The City and the ENGINEER each bind himself, his partners, successors, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this AGREEMENT. The ENGINEER shall not assign, sublet or transfer its interest in this AGREEMENT without the written consent of the City.

**ARTICLE XII.
PROVISION FOR TERMINATION/INTERRUPTION**

The City may terminate or suspend the ENGINEER'S services under this AGREEMENT at any time upon paying all sums due the ENGINEER for work to time of termination and after giving the ENGINEER seven (7) calendar days prior written notice by certified mail, stating the reason for such termination or suspension.

In the event of termination or abandonment of the ENGINEER'S services under this AGREEMENT, payment shall be made to the ENGINEER for all services performed to the date of same.

Upon payment in the event of termination or abandonment, all documents prepared by the ENGINEER shall become the property of the City.

If this AGREEMENT is terminated because of material breach of this AGREEMENT by the ENGINEER, the City may have the remaining work and services to be performed by the ENGINEER performed by another engineer, and the ENGINEER shall be liable to the City for any excess costs accrued by the City thereof.

**ARTICLE XIII.
CONFIDENTIALITY**

ENGINEER will maintain as confidential any documents or information provided by OWNER and will not release or publish same to any third party without prior permission from OWNER, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to OWNER.

**ARTICLE XIV.
GOVERNING LAW**

This AGREEMENT shall be governed in all respects by the laws of the State of Texas. Venue for this AGREEMENT shall be exclusively in Grayson County, Texas.

**ARTICLE XV.
SURVIVAL**

All provisions of this AGREEMENT for indemnity or allocation of responsibility or liability between OWNER and ENGINEER shall survive the completion of the services and the termination of the AGREEMENT.

**ARTICLE XVI.
SEVERABILITY**

In the event that any provision of the AGREEMENT is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

**ARTICLE XVII.
ENGINEERS SEAL**

The ENGINEER shall place a Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished by ENGINEER to the Owner.

**ARTICLE XVIII.
PUBLIC FUNDING**

This Contract is subject to the appropriation of public funds by the City in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Contract for that fiscal year. The obligation of the City pursuant to this Contract in any fiscal year for which this Contract is in effect shall constitute a current expense of the City for that fiscal year only, and shall not constitute an indebtedness of the City of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Contract, this Contract may be terminated without any liability to either party.

**ARTICLE XIX.
EXTENT OF AGREEMENT**

This AGREEMENT represents the entire and integrated AGREEMENT between the City and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral.

EXECUTED in three (3) counterparts (each of which is an original) on behalf of ENGINEER shown below, and on behalf of the OWNER this ____ day of _____, 20 ____.

**OWNER:
CITY OF SHERMAN, TEXAS**

**ENGINEER:
HALFF ASSOCIATES, INC**

Robby Hefton, City Manager

Mark M. Janicki, Vice President

ATTEST:

ATTEST:

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

BY: _____

NAME: _____
CITY ATTORNEY

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF _____



BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Mark M. Janicki, Vice President of Halff Associates, Inc., a Texas 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 Halff Associates, 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 _____ day of _____, A.D. 2022.

Notary Public In and For Dallas County, Texas

My Commission Expires:



EXHIBIT A
SCOPE OF SERVICES, FEE, AND RATE SCHEDULE

Exhibit "A"

Scope of Services

Services to be provided by the ROW Consultant

I. Project Administration

- A. Negotiation of the Scope of Services for Work Authorization
 - 1. ROW Consultant will visit project site with City Personnel.
- B. Communication
 - 1. Maintain status reports of all parcel and project activities and provide weekly to City.
 - 2. Provide schedule of all areas of work indicating anticipated start and end dates.
 - 3. Attend status meetings.
 - 4. Prepare initial property owner contact list for use by City in distribution of ROW Consultant introduction letters.
- C. File Management
 - 1. Working files will be kept in the ROW Consultant's project administrative office, but documents generated or received by the ROW Consultant will be forwarded to the City as they are generated or received by the ROW Consultant.
 - 2. Prepare invoices utilizing City standard payment submissions forms with supporting documentation.
 - 3. Maintain records of all payments including warrant/check number, amount, and date paid, etc.
 - 4. Maintain copies of all correspondence and contacts with property owners.

II. Title and Closing Services

- A. Secure preliminary title commitment or preliminary title search and 5-year sales data from the title company that will be providing title insurance.
 - 1. The charges from the Title Company for the preliminary title commitments will be paid by the City and are not be included in the Consultant's negotiated fee schedule.
- B. Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. The charges from the Title Company for the update of the title commitment will be paid by City and should not be included in the Consultant's negotiated fee schedule.
- C. Secure title insurance for all parcels acquired, insuring acceptable title to City. Written approval by City required for any exception. The charges from the Title Company for the update of the title insurance will be paid by City and should not be included in the Consultant's negotiated fee schedule.

- D. The title curative necessary to provide clear title to the City will be identified by the Consultant and coordinated with City's legal counsel. These services are to be included in the negotiated fee schedule for this service.

Note: the Consultant's curative services do not include cost/expenses that qualify as payment of incidental expenses to transfer real property to the City.

- E. The Consultant has the responsibility of direct contact with the Title Company to obtain an updated title commitment along with other forms and certified copy of the instrument of conveyance when requesting the Parcel Payment from the City.
- F. The Consultant provides closing services in conjunction with the Title Company and at the discretion of the City may be required to attend closings.
- G. Any fee related to obtaining certified court documents and fees for recording same which are not collected at the closing of the parcel shall be direct pass through fees.
- H. Consultant shall cause the recordation of all original instruments immediately after closing at the respective County Clerk's Office. The cost of recording fees and filing fees are paid by the City and should not be included in the Consultant's negotiated fee schedule.

III. Negotiation Services

- A. Analyze appraisal and appraisal review reports and confirm City's approved value prior to making offer for each parcel.
- B. Analyze preliminary title report to determine potential title problems and propose methods to cure title deficiencies as directed by City's legal counsel.
- C. Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
- D. Complete the initial offer letter, memorandum of agreement, instruments of conveyance, and any other documents required or requested by City on City provided forms as directed by City's legal counsel.
- E. Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
- F. 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. Maintain original signed Receipt of Appraisal for billing purposes.
- G. Respond to property owner inquiries verbally and in writing within two business days.

- H. Prepare a separate negotiator contact report for each parcel per contact on approved form.
- I. Maintain parcel files of original documentation related to the purchase of the real property or property interests.
- J. Advise property owner on the Administrative Settlement process. Transmit to City any written counteroffer from property owners including supporting documentation, and Consultant recommendation regarding Administrative Settlements in accordance with City policy and procedures.
- K. Complete final offer letter and documents of conveyance required or requested by City on City provided forms as directed by City's legal counsel.
- L. Appear and provide Expert Witness testimony as a Consultant when requested. The cost of the Consultant's expert witness testimony for trial **is not** part of this contract.

IV. Initial and Update Appraisal Service

- A. Appraisers should provide advance notice of the date and time of their appraisal inspections of the subject property to the Consultant's Project Administrator in order to coordinate the appraiser's inspection.
- B. Secure written permission from the owner to enter the property from which real estate is to be acquired. If the Appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained in writing from the City engineer or City's legal counsel.
- C. Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel using acceptable City forms.
- D. Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of the subject property. Maintain record of contract in file.
- E. For the initial appraisal, prepare complete appraisal report for each parcel to be acquired. These reports shall conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation.
- F. For an updated appraisal, prepare complete appraisal update for the parcel to be acquired. These reports shall conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
- G. As necessary, prepare written notification to the City of any environmental concerns associated with the right of way to be acquired, which could require environmental remediation.

- H. All completed appraisals will be administratively reviewed by the City staff and recommended for approval by the City staff.
 - 1. City staff coordinate with Consultant's review appraiser (if applicable) regarding revisions, comments, or additional information that may be required. The Consultant's review appraiser will then coordinate with the appraiser.
- I. As necessary, the appraiser will coordinate with the review appraiser regarding revisions, comments, or additional information that may be required.
- J. The fees for initial and updated appraisal assignments are based on separate appraisal assignments.
- K. Beyond delivery of initial and update appraisal assignments, the appraiser can be called to provide preparation and testimony for a Special Commissioners Hearing. For this appraisal assignment, the fee for the preparation time and testimony must be based on the hourly rate shown in the Consultant's Fee Schedule.

ADDITIONAL SERVICES

All services listed below will be performed under the direction of the City's legal counsel on an as needed basis.

- V. Relocation Assistance Services for Residential, Business, Personal Property, Mini Storage Units and Outdoor Advertising Signs
 - A. Notify all Displacees and potential Displacees of eligibility for relocation assistance. At the time of initial contact, provide Displacees with a Relocation Assistance Packet consisting;
 - 1. Page one of the Relocation Advisory Assistance – Parcel Record form
 - 2. Displacee Move Plan
 - 3. Certification of Eligibility
 - 4. Relocation Assistance Brochure
 - B. Provide on-going relocation assistance and advisory services to Displacees affected by acquisition of the property and deliver a completed Relocation Advisory Assistance – Parcel Record form signed by the Displacee to the City.
 - C. Locate, evaluate, and maintain files on comparable available housing to complete Right of Way Acquisition Services Contract.
 - D. Compute and submit request for relocation housing/rental supplement to the City Project Manager on the Supplemental Payment Estimate, Replacement Housing form with supporting Residential Property Evaluation forms with photos attached.

- E. Provide 90-day information notice to any displacee requiring relocation, if required by the City, simultaneous with the delivery of relocation benefits package pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act and the Federal Regulations.
- F. Provide 30-day notice once property has been acquired by the City. Note: the Displacee must be given no less than 90-day notice.
- G. Notify the City Project Manager immediately if Displacee does not move after the 30-day notice expires.
- H. Perform a decent, safe, and sanitary inspection of the replacement housing in accordance with City and State of Texas policy. Prepare and complete Replacement Housing Inspection form and submit to the City Project Manager.
- I. For non-residential moves, Negotiated Self-Moves
 - 1. If a moving plan exceeds \$20,000, prepare moving plan with appropriate photos and sketches along with inventory of personal property to be moved for non-residential moves. This is required for pre-approval by the City.
 - 2. If the moving plan for a Negotiated Self-Move is less than \$20,000 the Consultant must submit Negotiated Self-Move Request with moving plan for the business owner or tenant. This includes photos, written inventory list, type of move requested, and project move date.
- J. For all Negotiated Self-Moves, the Consultant is responsible for requesting moving estimates from moving companies. Moving estimates must be obtained by the Consultant and not the Displacee. Moving estimates must be prepared in writing and in the name of City and not the Consultant.
- K. Coordinate and monitor moves with displaced homeowners, business owners, and tenants and with moving companies in accordance with State and City procedures.
- L. Maintain relocation contact logs on Relocation Advisory Assistance - Parcel Record form journaling all attempted and completed contacts with all parties. This includes descriptions of the reasons and outcome for each contact.
- M. Attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.
- N. Process and compute increased interest payments as required.
- O. Relocation agent shall be available for any appeals or hearings. For this assignment, the fee for preparation and testimony will be a reasonable hourly rate, preapproved in writing by the City Project Manager.

- P. Prepare all relocation payment claim submissions for all Displacees in accordance with State and City guidelines.
- Q. Deliver warrants in accordance with City guidelines.
- R. Issue Relocation Survey to all Displacees.
- S. Provide an executed Certification of Eligibility form with all Displacee claims.

VI. Condemnation Support

Consultant shall not act as the attorney for condemnation purposes. City must self perform legal services or contract with third party attorney. Consultant may provide those support services to City or to City's attorney as described below:

A. Pre-Hearing Support

1. Request updated Title Commitment from Title Company.
2. Use information from the Title Commitment to identify interested parties. *
3. Submit information packet as requested by Condemning Attorney.
4. Request update of appraisal.
5. If e-filing is not required, file original petition with County Court at Law or other appropriate Court for a cause number to be assigned.
6. File Lis Pendens including the cause number with the County Clerk's Office
7. If e-filing is not required, upon assignment of a court, file the Order Appointing Commissioners with the judge, retaining a copy of the Order for the files.
8. Following appointment of Commissioners by the judge, secure Oath of Commissioners signed by the Commissioners, Order Setting Hearing and Notice of Hearing signed by the Commissioners.
9. File all originals with the court and send copies to City and Condemning Attorney.

B. Post-Hearing Support

1. If e-filing is not required, file Award of the Commissioners with the court for the Judge's signature within 48 hours of hearing, unless on Friday or before a holiday when court will not be open.
2. Obtain certified copy of Award and provide to City with request for funding in amount of Award.
3. Obtain Commissioners' Fees and submit to City for payment.
4. File Award payment in registry of the court, file Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of deposit. The Date of Deposit is the Date of Take.
5. Send written notices of the date of deposit to the City and all interested parties.

* Updated Title Commitments shall be paid directly by City. Please refer to II. Title and Closing Services.

- VII. Relocation Appeal(s).
Assist City with coordination of appeal process
 - 1. Submit appeal to City for review.
 - 2. Provide supporting documentation.
- VIII. Eviction process.
Assist City with Eviction Process.
 - 1. Maintain paperwork necessary for filing eviction.
 - 2. File necessary documents with court.
 - 3. Attend Hearing(s).
- IX. Disposal of Property Services
 - 1. Provide a Release of Property to the City Project Manager signed by the former owner stating that all personal property has been removed and any remaining items belong to the City.
 - 2. Provide the City Project Manager a copy of the plat and field notes, photographs of the property in a PDF format, a copy of the appraisal, and the Release of Property form when buildings are vacant and ready for disposal. The City Project Manager will initiate the environmental surveys as needed.
- X. Miscellaneous.
 - 1. Testimony for Hearing(s) or appeals.
 - 2. Document/Form establishment.
 - 3. Reporting outside of typical status reports.

Services to be provided by the City include, but are not limited to the following:

- 1. Provide timely reviews and approval of submissions.
- 2. Process and issue all warrants for payment of approved purchase prices for each parcel, relocation payment, and incidental expense involved in the transfer of property to City in accordance with State law.
- 3. Provide a copy to the Consultant's performance evaluation at end of project or as needed throughout the project.
- 4. Initiate, coordinate, and administer environmental investigation surveys.
- 5. Pay direct costs including but, not limited to: preliminary title commitment, updates and title insurance for all parcels acquired.

COMPENSATION

Specific Parcel Number	Appraisal		Negotiation Services		Title and Closing Services		Title Commitment		Total \$ Cost All Parcels
	units	Total \$ Fees	units	Total \$ Fees	units	Total \$ Fees	units	Total \$ Fees	
6			1	\$5,525	1	\$1,250	1	\$500	\$7,275
7			1	\$5,525	1	\$1,250	1	\$500	\$7,275
9			1	\$5,525	1	\$1,250	1	\$500	\$7,275
10			1	\$5,525	1	\$1,250	1	\$500	\$7,275
11			1	\$5,525	1	\$1,250	1	\$500	\$7,275
12			1	\$5,525	1	\$1,250	1	\$500	\$7,275
14			1	\$5,525	1	\$1,250	1	\$500	\$7,275
15			1	\$5,525	1	\$1,250	1	\$500	\$7,275
16			1	\$5,525	1	\$1,250	1	\$500	\$7,275
17			1	\$5,525	1	\$1,250	1	\$500	\$7,275
18			1	\$5,525	1	\$1,250	1	\$500	\$7,275
19			1	\$5,525	1	\$1,250	1	\$500	\$7,275
20			1	\$5,525	1	\$1,250	1	\$500	\$7,275
21			1	\$5,525	1	\$1,250	1	\$500	\$7,275
22			1	\$5,525	1	\$1,250	1	\$500	\$7,275
23			1	\$5,525	1	\$1,250	1	\$500	\$7,275
24			1	\$5,525	1	\$1,250	1	\$500	\$7,275
26			1	\$5,525	1	\$1,250	1	\$500	\$7,275
28			1	\$5,525	1	\$1,250	1	\$500	\$7,275
33 Pt 1 & 2			1	\$5,525	1	\$1,250	1	\$500	\$7,275
			20		20		20		\$145,500
Project Management Services:									
Number of Hours:			68				\$190		\$12,920
Administrative Assistant Services:									
Number of Hours:			72				\$85		\$6,120
Condemnation Services:									
Number of Hours:			12				\$135		\$1,620
PO Total:								\$164,540	

Compensation by the City of Sherman to the Consultant for all Basic Services enumerated will be assessed on an hourly rate as shown on the "Fee Summary" with a not-to-exceed basis shown below.

Basic Services	
Negotiation per parcel	\$5,525 per parcel
Title and Closing per parcel	\$1,250 per parcel

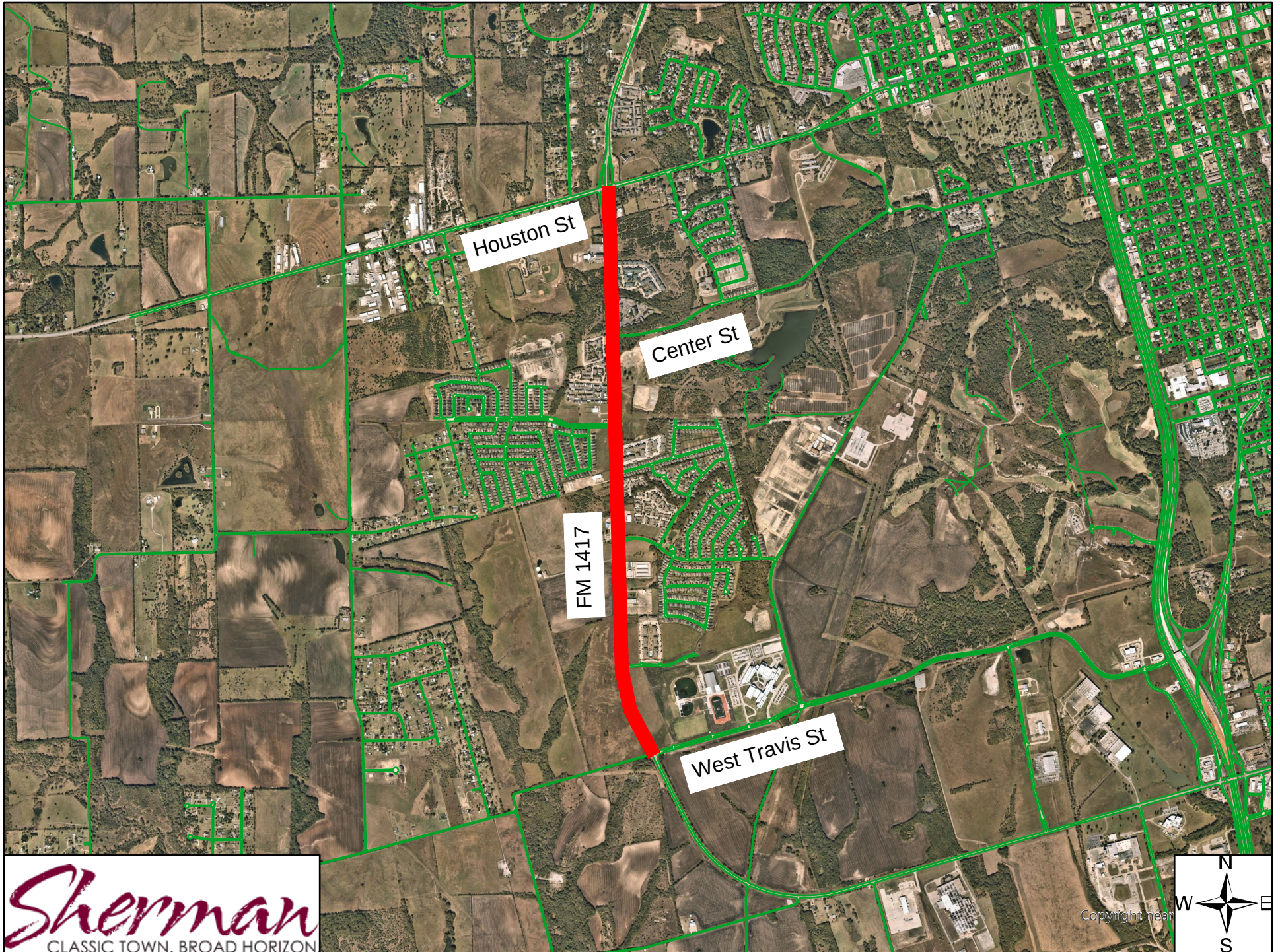
The direct cost of preliminary title commitments, title insurance, appraisals and the court costs in eminent domain cases are not to be considered a pass-through expense and will be paid directly by the City of Sherman.

Special Services and Additional Services which may be required by the City shall be based on an hourly rate. A budget amount will be established for these additional services and will not exceeded without prior written authorization from the City. No work will be undertaken for additional services without specific written authorization from the City.

Project Management and Administration Services	\$185.00/Hour
Negotiation Services	\$155.00/Hour
Relocation Services	\$145.00/Hour
Condemnation Support Services	\$130.00/Hour
Title/Closing Specialist Services	\$135.00/Hour
Administrative Assistant Services	\$85.00/Hour

FEE SUMMARY

Direct costs including but, not limited to: printing and reproduction, postage, messenger service, long distance telephone calls and mileage (54.5¢ per mile) are not included in the fee estimate and are considered reimbursable at 1.1 times the direct cost incurred.



Houston St

Center St

FM 1417

West Travis St

Sherman
CLASSIC TOWN. BROAD HORIZON





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 2.

Meeting Date: 04/18/2022

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6873

Finding and Determining the Qualifications for a Tax Increment Reinvestment Zone; Initiating the Formation of the Tax Increment Reinvestment Zone #8

Issue:

This resolution is the first step in the formation and review of the zone's proposed preliminary reinvestment zone financing plan of this zone and financing of the eventual construction of infrastructure in the area of the Sherman Tax Increment Reinvestment Zone #8, which covers the area along U.S. Hwy 82 between existing Plainview Road and Travis Street.

Background:

The City has received a petition by the majority property owner in the area being developed as the residential part of the Heritage Ranch planned development to be designated as a tax increment reinvestment zone. By state law, the City Council may designate an area as a Tax Increment Reinvestment Zone for the purpose of promoting development that would not occur solely through private investment in the reasonably foreseeable future. As part of the zone creation process, a proposed preliminary reinvestment zone financing plan has been prepared for the Council's review. The plan calls for public infrastructure funded by 50% of the maintenance and operations property tax rate of the City of Sherman and 50% of the property tax rate of Grayson County that is allocated to its General Fund.

If the Council approves this resolution, the staff will proceed with developing an ordinance to create the Zone, establishing the TIRZ #8 Board, and approve the Preliminary Financing Plan. This is expected to come to the Council at the May 2, 2022 Council meeting. A Final Project and Financing Plan will be prepared after the final plans from the developer are approved by City staff. The City's share of the cost of Improvements will be paid with revenues generated by the Zone.

Tax Increment Reinvestment Zone #8 will include the Residential part of Heritage Ranch planned development.

Origination:

City Council

Financial Consideration:

There is no financial consideration to passing this resolution, except that the increased taxable values within the zone will be directed to funding infrastructure in that location.

Staff Recommendation:

The staff recommends approving this resolution.

Alternatives:

The City Council could deny this resolution or direct that changes be made in the resolution or to the proposed preliminary reinvestment zone financing plan.

Attachments

Resolution No. 6873

TIRZ 8 Residential Preliminary Financing Plan

Petition - TIRZ #8

Aerial Location Map

RESOLUTION NO. 6873

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, FINDING AND DETERMINING THE QUALIFICATIONS FOR A TAX INCREMENT REINVESTMENT ZONE; INITIATING THE FORMATION OF THE TAX INCREMENT REINVESTMENT ZONE #8; 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 Council hereby finds and determines that the real property described in the proposed Preliminary Financing Plan, Attachment “E”, and made a part hereof for all purposes, containing 174 acres, more or less, for the proposed Tax Increment Reinvestment Zone #8, has the following characteristics and conditions and, therefore, meets or exceeds the criteria for a tax increment financing zone as set forth in Chapter 311 of the Texas Tax Code.

- (A) That the area within the zone is predominantly open and, because of obsolete platting, deteriorating structures, or other factors (such as insufficient roads for traffic circulation, insufficient drainage facilities, and a hilly topography that retards orderly, cost-effective development), the area within the zone substantially impairs the growth of the City.
- (B) That the Owners of the property constituting at least fifty percent (50%) of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located have petitioned the City requesting designation as a reinvestment zone.
- (C) That the proposed zone does not contain real property that cumulatively exceeds fifty percent (50%) of the total appraised value of real property within the City of Sherman, or Grayson County, or the Sherman Independent School District.

SECTION 2. That the City Manager or his designee is hereby authorized and directed to immediately proceed with the necessary procedures to have declared the proposed real property the City of Sherman’s Tax Increment Reinvestment Zone #8.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 18th day of April, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



**Preliminary Financing Plan
Tax Increment Reinvestment Zone #8**

April 18, 2022

DESCRIPTION

The proposed location of Tax Increment Reinvestment Zone #8 is located along U.S. Hwy 82 and between Plainview Road and Travis Street. The base is the taxable value for the tax year 2022 estimated at \$6,835 and contains about 172 acres. The area consists of five tracts with the same owner who has petitioned the City requesting the area be designated as a reinvestment zone. See Attachments A and B for a parcel list and map of the proposed zone. Attachment E is a survey.

The area designated as TIRZ #8 is undeveloped. Gas wells and lines are scattered through various tracts. The proposed zone and the adjacent proposed zone are part of a Planned Development that is expected to offer a mix of commercial, retail, office, entertainment and residential opportunities complimented with areas set aside as parks, lakes and other open space amenities. TIRZ #8 will consist of single-family residential housing while the adjacent Zone #9 will be a mix of commercial, retail and multi-family. No changes are proposed to the City's zoning ordinances, master plan, or building codes.

The project plan calls for infrastructure to be added to the site for residential development. Proposed improvements of about \$58 million include streets, storm sewers, detention ponds, retaining walls, landscaping, utility services, an amenity center and the relocation of the gas lines and wells. Attachment C contains a listing of the estimated construction costs. The TIRZ will reimburse the developer for the public improvements up to the amount of increment deposited into the Tax Increment Reinvestment Zone Fund for the duration of the Zone, estimated at about \$15.4 million. Apart from the Project costs, the City will also construct sanitary sewer along Hwy 82 to provide services to the zone. A Municipal Utility District will also fund a portion of the total costs.

The City will contribute 50% (fifty percent) of its maintenance and operations (M&O) property tax rate and the County will contribute 50% (fifty percent) of its tax rate that is allocated to the general fund to the Tax Increment Reinvestment Zone Fund. No other taxing entities will participate.

No persons will be displaced as a result of implementing the plan.

The preliminary Feasibility Study in Attachment F finds the project is feasible.

DEVELOPMENT PLAN

Development is expected to begin in 2023 with a six to ten year build-out.

ESTIMATED BONDED INDEBTEDNESS

The City does not have any plans to issue debt. The City's share of the cost of improvements will be funded solely up to the amount of increment generated by the Zone.

DURATION

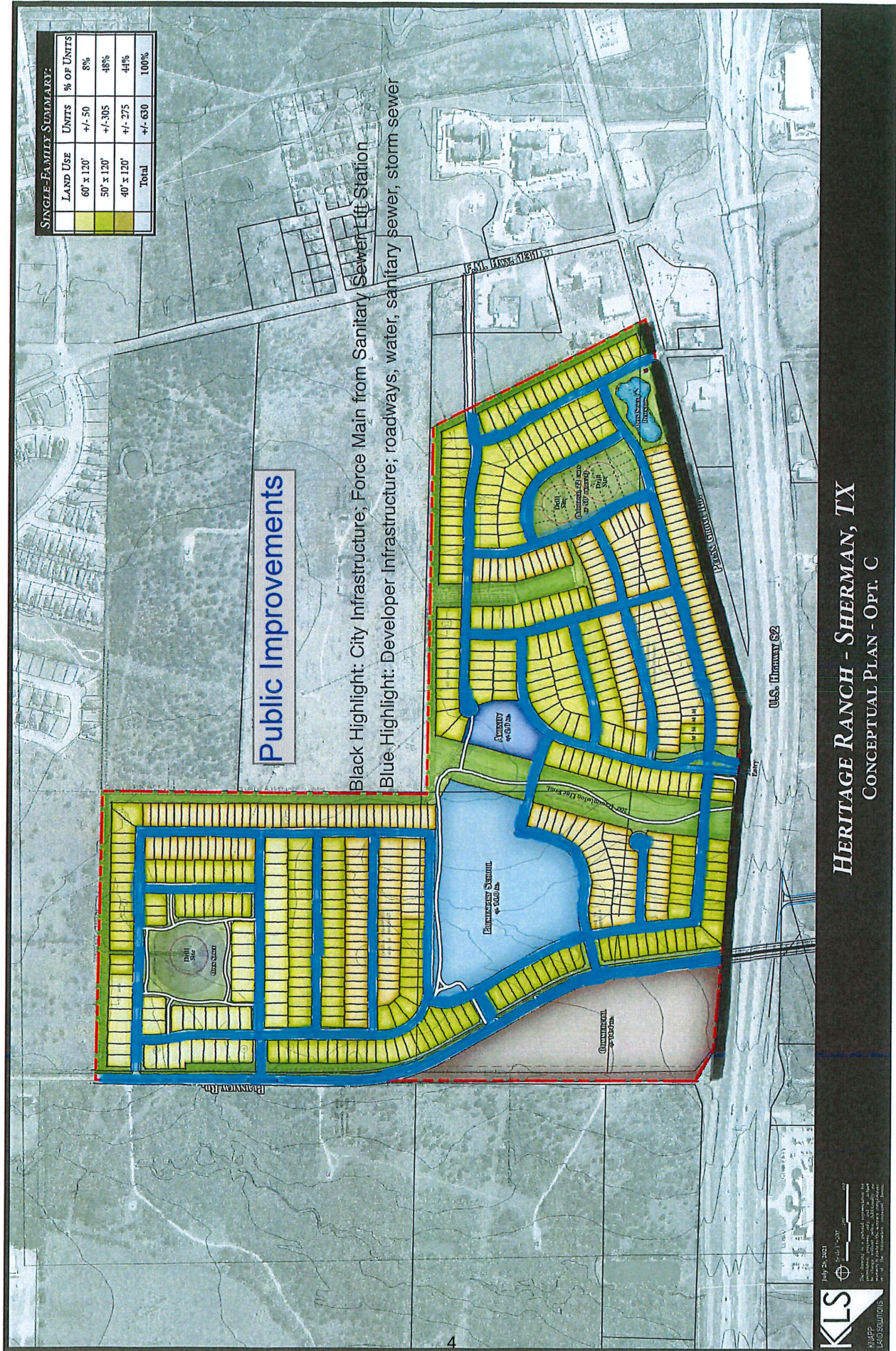
The Zone will terminate in 25 years in accordance with Article IV of the Master Development Agreement between the City and RCICD Heritage Ranch LLC (Assigned by TPJ Properties, LTD on February 21, 2022).

City of Sherman
Tax Increment Reinvestment Zone #8

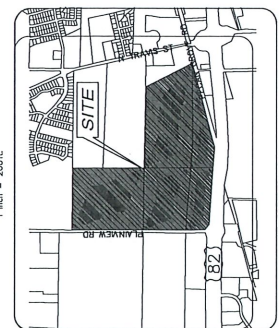
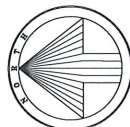
PARCEL LIST
Attachment A

As of 1/1/22 per Master Development Agreement; 1/1/21 values are shown

Parcel ID	Owner	Total Acreage	Assessed Value	Improvements Value	Exempt Property	Acreage in TIRZ	Taxable Value in TIRZ
118818	TPJ Properties LTD	55.62	\$ 2,280	\$ -	-	55.62	\$ 2,280
361816	TPJ Properties LTD	32.21	1,320			32.21	\$ 1,320
118819	TPJ Properties LTD	16.68	684			16.68	\$ 684
118643	TPJ Properties LTD	66.30	1,989			66.30	\$ 1,989
118644	TPJ Properties LTD	13.70	562			13.70	\$ 562
	Replats to Commercial (118819 & 361816)	(12.98)	(532)			(12.98)	\$ (532)
		171.52	\$ 6,303	\$ -	\$ -	171.52	\$ 6,303



HERITAGE RANCH - SHERMAN, TX
 CONCEPTUAL PLAN - OPT. C



Atlantic Homes, LLC
Doc. No. 2020-20782
PROJECT

BMT Ohio, LLC
Doc. No. 2020-12554
PROJECT

Midwest South Murray
No. 2020-186
PROJECT

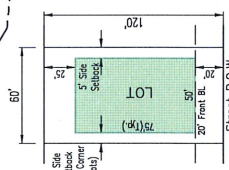
Heritage North Land Holdings, Ltd.
Doc. No. 2020-19193
PROJECT

TJL Properties, Ltd.
Vol. 3203, Pg. 464
(Tract 1)

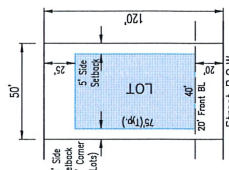
Zoe Life Outreach, Inc.
Vol. 3581, Pg. 396
PROJECT



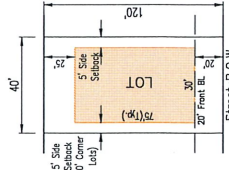
SINGLE FAMILY TRACTS				
HERITAGE RANCH				
PHASE	40'x120'	50'x120'	60'x120'	TOTAL
1	130	122	1	253
2	61	61	0	122
3	37	61	2	100
4	29	51	21	101
TOTAL	356	357	46	759



Type III
Typical Lot Detail
XX Lots
Not to Scale



Type II
Typical Lot Detail
XX Lots
Not to Scale



Type I
Typical Lot Detail
XX Lots
Not to Scale

SITE PLAN HERITAGE RANCH CITY OF SHERMAN

Scale: 1" = 200' January, 2022 SEE 208 Mo. 21-110

City of Sherman
Tax Increment Reinvestment Zone #8
CONSTRUCTION COSTS
Attachment C

Description

Estimated MUD and TIRZ Costs

Erosion Control	\$ 700,082
Excavation	6,776,900
Paving	8,441,200
Water	4,296,093
Sanitary Sewer	4,359,200
Storm Sewer	7,421,464
Street Lights	512,200
Street Signs	32,500
Stop Signs	60,450
Detention Ponds	390,000
Retaining Walls	864,500
Engineering/Administrative/Review Costs	3,838,863
Financing Costs	4,031,521
Landscape/Hardscape	1,748,500
Total MUD and TIRZ Costs	<u>43,473,473</u>
TIRZ Costs	<u>15,363,000</u>
MUD Costs	<u>28,110,473</u>

Non-project Costs

Franchise Utility (Gas/Electric/Fiber) Service	2,173,600
Mailboxes	266,760
Amenity Center	3,497,000
Retaining Walls	2,593,500
Relocation of Gatherlines/Wells	1,750,000
Engineering/Administrative/Review Costs	3,838,862
Total Non-project Costs	<u>14,119,722</u>

Total Costs	<u><u>\$ 57,593,195</u></u>
-------------	-----------------------------

City of Sherman
Tax Increment Reinvestment Zone #8
PROJECT COSTS
Attachment D

Fiscal Year	Capital Outlay	Debt Service Principal	Interest Expense	Debt Issuance Costs	Total
2024	-	-	-	-	-
2025	179,000	-	-	-	179,000
2026	292,000	-	-	-	292,000
2027	426,000	-	-	-	426,000
2028	561,000	-	-	-	561,000
2029	695,000	-	-	-	695,000
2030	695,000	-	-	-	695,000
2031	696,000	-	-	-	696,000
2032	695,000	-	-	-	695,000
2033	695,000	-	-	-	695,000
2034	695,000	-	-	-	695,000
2035	696,000	-	-	-	696,000
2036	695,000	-	-	-	695,000
2037	695,000	-	-	-	695,000
2038	696,000	-	-	-	696,000
2039	695,000	-	-	-	695,000
2040	695,000	-	-	-	695,000
2041	695,000	-	-	-	695,000
2042	696,000	-	-	-	696,000
2043	695,000	-	-	-	695,000
2044	695,000	-	-	-	695,000
2045	696,000	-	-	-	696,000
2046	695,000	-	-	-	695,000
2047	695,000	-	-	-	695,000
2048	695,000	-	-	-	695,000
	<u>\$ 15,363,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 15,363,000</u>

Tax Increment Reinvestment Zone #8

Attachment E

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the J. Jennings Survey, Abstract No. 657, and the U. Burns Survey, Abstract No. 121, City of Sherman, Grayson County, Texas, being all of Tract 1, conveyed to TPJ Properties, Ltd., by deed recorded in Volume 3203, Page 464 of the Deed Records, Grayson County, Texas (DRGCT), with the subject tract being more particularly described as follows:

BEGINNING at a concrete nail found in Canyon Grove Road, a public road, for the southwest corner of a tract conveyed to Zoe Life Outreach, Inc., recorded in Volume 5581, Page 396 DRGCT, for the southeast corner of Tract 1;

THENCE S 74°34'26" W, 1286.18 feet along said road to a MAG nail with a flasher found for the intersection of said road with the north line of U.S. Highway 82, a variable width public right-of-way;

THENCE along the north line thereof, the following:

N 03°25'22" W, 17.20 feet;

S 75°01'01" W, 778.89 feet to a concrete monument found;

Around a non-tangent curve to the right having a central angle of 04°45'50", a radius of 5579.68 feet, a chord of N 87°05'05" W - 463.79 feet, an arc length of 463.93 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And N 84°42'10" W, 916.60 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE departing said right-of-way, the following:

N 06°19'24" W, 542.26 feet;

A tangent curve to the left having a central angle of 24°29'33", a radius of 790.00 feet, a chord of N 18°34'10" W - 335.14 feet, an arc length of 337.70 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 30°48'56" W, 654.89 feet;

And a tangent curve to the right having a central angle of 12°30'21", a radius of 851.00 feet, a chord of N 24°33'46" W - 185.38 feet, an arc length of 185.75 feet to a point in Plainview Road, a public road;

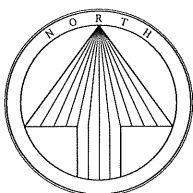
THENCE N 00°01'05" W, 1664.00 feet along Plainview Road to a 60d nail found for the southwest corner of a tract conveyed to Astoria Homes, LLC, recorded in Document No. 2020-30762, Official Public Records, Grayson County, Texas (OPRGCT);

THENCE S 89°06'19" E, 1495.28 feet along the south line thereof to a point for the northwest corner of a tract conveyed to BMT Global, LLC, recorded in Document No. 2018-12534 OPRGCT, from which a 60d nail found bears S 10°07'33" E, 3.63 feet;

THENCE S 00°19'22" W, 1688.82 feet along the west line thereof, and of a tract conveyed to Melissa Smith Murray, recorded in Volume 4413, Page 186 DRGCT, to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the southwest corner thereof;

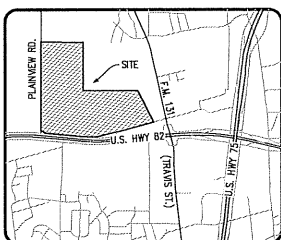
THENCE S 89°27'10" E, 1908.49 feet along the south line of said Murray tract to a 60d nail found for the northwest corner of said Zoe Life Outreach tract;

THENCE S 26°41'36" E, 1234.81 feet along the west line thereof to the POINT OF BEGINNING with the subject tract containing 7,471,223 square feet or 171.516 acres of land.



200 0 100 200 400
1 inch = 200 ft.

Basis of bearing: State Plane
Coordinate System, Texas North
Central Zone 4202, North American
Datum of 1983, Adjustment
Realization 2011.



LOCATION MAP
1" = 3000'

SURVEY NOTES:

Zoning - Planned Development (PD)
(setbacks to be determined when platting)

With regard to Table A, item 11, source information from above ground markings, when available, will be combined with observed evidence of utilities to develop a view of those underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary.

There is no observed evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.

The surveyor is not aware of any proposed changes in street right of way lines and did not observe any evidence of recent street or sidewalk construction or repairs in the process of conducting the fieldwork.

There are no gaps, strips, or gores, and that the legal description presented in the survey mathematically closes.

LEGEND	
○	1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPARSING" SET, UNLESS OTHERWISE NOTED.
IRF	IRON ROD FOUND
CRF	CAPPED IRON ROD FOUND
✦	POWER POLE
⊙	SAN SEWER MANHOLE
⋈	GUY WIRE ANCHOR
⊥	SIGNPOST
⊕	FIRE HYDRANT
⊙	GAS MARKER
UGC	UNDERGROUND ELECTRIC LINE MARKER
UGC	UNDERGROUND CABLE MARKER
GLT	GAS TEST LEAD
GM	GAS METER
W	WATER VALVE
—	BARBED WIRE FENCE
—	OVERHEAD POWER LINE
CM	CONTROL MONUMENT

Astoria Homes, LLC
Doc. No. 2020-30762
OPRGCT

BMT Global, LLC
Doc. No. 2018-12534
OPRGCT

Melissa Smith Murray
Vol. 4413, Pg. 186
DRGCT

171.516 Acres
(7,471,223 S.F.)

TPJ Properties, Ltd.
Vol. 3203, Pg. 464 DRGCT
(Tract 1)

U. BURNS SURVEY
ABSTRACT NO. 121

J. JENNINGS SU
ABSTRACT NO.

TPJ Properties, Ltd.
Vol. 3203, Pg. 464 DRGCT

U.S. HIGHWAY 82
var. width public ROW

JOB # 21-110

City of Sherman
Tax Increment Reinvestment Zone #8
FEASIBILITY STUDY
Attachment F

Fiscal Year	Captured Value	City Property Tax	County Property Tax	Sale Proceeds/Debt	Interest Income	Total Inflow	Capital Outlay	Debt Service	Bond Issue Costs	Total Outflow	Net Cashflow	Cumulative Cash Position
2024	7,500,000	11,459	10,969	-	-	22,428	-	-	-	-	22,428	22,428
2025	52,500,000	80,214	76,785	-	287	157,286	179,000	-	-	179,000	(21,714)	715
2026	97,500,000	148,969	142,602	-	9	291,579	292,000	-	-	292,000	(421)	294
2027	142,500,000	217,724	208,418	-	4	426,145	426,000	-	-	426,000	145	440
2028	187,500,000	286,478	274,234	-	6	560,718	561,000	-	-	561,000	(282)	157
2029	232,500,000	355,233	340,050	-	2	695,285	695,000	-	-	695,000	285	442
2030	232,500,000	355,233	340,050	-	6	695,289	695,000	-	-	695,000	289	731
2031	232,500,000	355,233	340,050	-	9	695,292	696,000	-	-	696,000	(708)	24
2032	232,500,000	355,233	340,050	-	0	695,283	695,000	-	-	695,000	283	307
2033	232,500,000	355,233	340,050	-	4	695,287	695,000	-	-	695,000	287	594
2034	232,500,000	355,233	340,050	-	8	695,291	695,000	-	-	695,000	291	885
2035	232,500,000	355,233	340,050	-	11	695,294	696,000	-	-	696,000	(706)	179
2036	232,500,000	355,233	340,050	-	2	695,285	695,000	-	-	695,000	285	465
2037	232,500,000	355,233	340,050	-	6	695,289	695,000	-	-	695,000	289	754
2038	232,500,000	355,233	340,050	-	10	695,293	696,000	-	-	696,000	(707)	47
2039	232,500,000	355,233	340,050	-	1	695,284	695,000	-	-	695,000	284	330
2040	232,500,000	355,233	340,050	-	4	695,287	695,000	-	-	695,000	287	618
2041	232,500,000	355,233	340,050	-	8	695,291	695,000	-	-	695,000	291	909
2042	232,500,000	355,233	340,050	-	12	695,295	696,000	-	-	696,000	(705)	203
2043	232,500,000	355,233	340,050	-	3	695,286	695,000	-	-	695,000	286	489
2044	232,500,000	355,233	340,050	-	6	695,289	695,000	-	-	695,000	289	778
2045	232,500,000	355,233	340,050	-	10	695,293	696,000	-	-	696,000	(707)	72
2046	232,500,000	355,233	340,050	-	1	695,284	695,000	-	-	695,000	284	356
2047	232,500,000	355,233	340,050	-	5	695,288	695,000	-	-	695,000	288	643
2048	232,500,000	355,233	340,050	-	8	695,291	695,000	-	-	695,000	291	935
		\$ 7,849,509	\$ 7,514,005	\$ -	\$ 421	\$ 15,363,935	\$ 15,363,000	\$ -	\$ -	\$ 15,363,000		

City of Sherman
Tax Increment Reinvestment Zone #8
PROJECT REVENUE
Attachment G

Fiscal Year	Captured Value	Taxes On Captured Value	Interest Income	Total Revenue
2024	7,500,000	22,428	-	22,428
2025	52,500,000	156,999	287	157,286
2026	97,500,000	291,570	9	291,579
2027	142,500,000	426,141	4	426,145
2028	187,500,000	560,712	6	560,718
2029	232,500,000	695,283	2	695,285
2030	232,500,000	695,283	6	695,289
2031	232,500,000	695,283	9	695,292
2032	232,500,000	695,283	0	695,283
2033	232,500,000	695,283	4	695,287
2034	232,500,000	695,283	8	695,291
2035	232,500,000	695,283	11	695,294
2036	232,500,000	695,283	2	695,285
2037	232,500,000	695,283	6	695,289
2038	232,500,000	695,283	10	695,293
2039	232,500,000	695,283	1	695,284
2040	232,500,000	695,283	4	695,287
2041	232,500,000	695,283	8	695,291
2042	232,500,000	695,283	12	695,295
2043	232,500,000	695,283	3	695,286
2044	232,500,000	695,283	6	695,289
2045	232,500,000	695,283	10	695,293
2046	232,500,000	695,283	1	695,284
2047	232,500,000	695,283	5	695,288
2048	232,500,000	695,283	8	695,291
		\$ 15,363,514	\$ 421	\$ 15,363,935

City of Sherman
Tax Increment Reinvestment Zone #8
ESTIMATED CAPTURED APPRAISED VALUE
Attachment H

Fiscal Year	Estimated Captured Value
2024	7,500,000
2025	52,500,000
2026	97,500,000
2027	142,500,000
2028	187,500,000
2029	232,500,000
2030	232,500,000
2031	232,500,000
2032	232,500,000
2033	232,500,000
2034	232,500,000
2035	232,500,000
2036	232,500,000
2037	232,500,000
2038	232,500,000
2039	232,500,000
2040	232,500,000
2041	232,500,000
2042	232,500,000
2043	232,500,000
2044	232,500,000
2045	232,500,000
2046	232,500,000
2047	232,500,000
2048	232,500,000

TPJ Properties, Ltd.
PO Box 670
Sherman, Texas 75091

April 12, 2022

David Plyer, Mayor
City of Sherman, Texas

Dear Mayor Plyer,

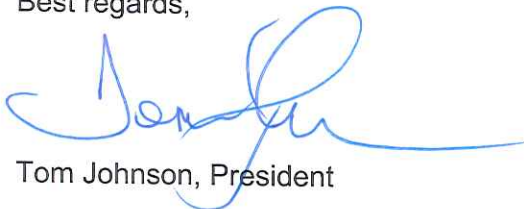
The undersigned hereby petitions the City in accordance with Tax Code 311.005(a)(4) for creation of a Tax Increment Reinvestment Zone consisting of the following parcels as identified by the Grayson Central Appraisal District and owned by TPJ Properties, LTD: 118818, 361816, 118643, 118819, and 118644.

In support of the said Petition, Petitioner alleges that the petitioner owns at least fifty percent (50%) of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located.

The property is currently undeveloped and would benefit from public infrastructure improvements. A concept plan to construct a residential planned development has already been approved by the City's Planning and Zoning Board. The approximately 172 acres will include a minimum of 650 single-family homes, an amenity center, and green space.

Please advise if you require additional information.

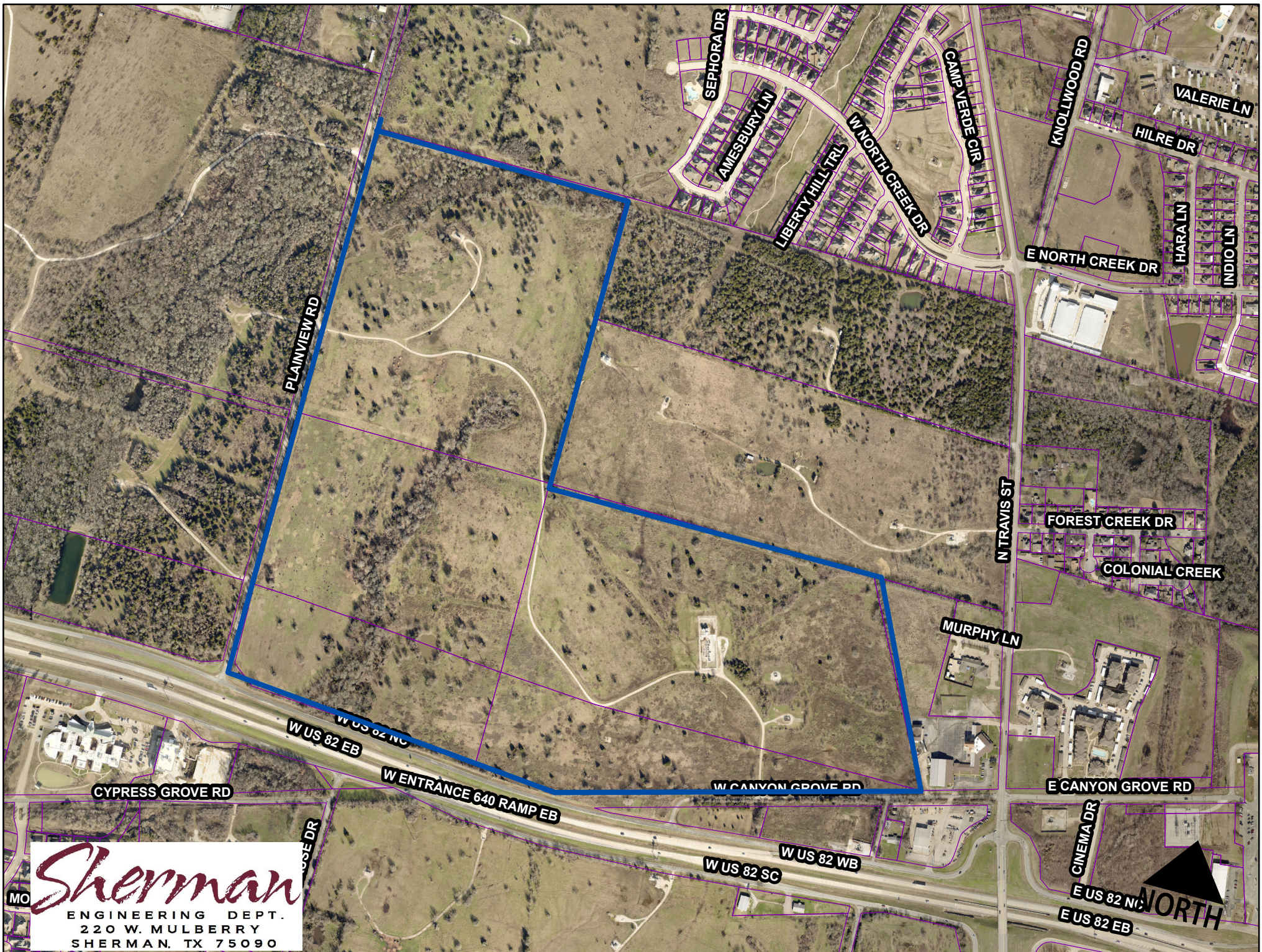
Best regards,



Tom Johnson, President

Johnson River, LLC, General Partner

TPJ Property, LTD



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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 3.

Meeting Date: 04/18/2022

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6874

Finding and Determining the Qualifications for a Tax Increment Reinvestment Zone; Initiating the Formation of the Tax Increment Reinvestment Zone #9

Issue:

This resolution is the first step in the formation and review of the zone's preliminary reinvestment zone financing plan of this zone and financing of the eventual construction of infrastructure in the area of the Sherman Tax Increment Reinvestment Zone #9, which covers the area along U.S. Hwy 82 and between Plainview Road and F.M. 1417 (Heritage Parkway).

Background:

By state law, the City Council may designate an area as a Tax Increment Reinvestment Zone for the purpose of promoting development that would not occur solely through private investment in the reasonably foreseeable future. As part of the zone creation process, a preliminary reinvestment zone financing plan has been prepared for the Council's review. The plan calls for public infrastructure funded by 50% of the maintenance and operations property tax rate of the City of Sherman and 50% of the property tax rate of Grayson County that is allocated to its General Fund.

If the Council approves this resolution, the staff will proceed with developing an ordinance to create the Zone, establishing the TIRZ #8 Board, and approve the Preliminary Financing Plan. This is expected to come to the Council at the May 2, 2022 Council meeting. A Final Project and Financing Plan will be prepared after the final plans from the developer are approved by City staff. The City's share of the cost of Improvements will be paid with revenues generated by the Zone.

Tax Increment Reinvestment Zone #9 will include the Commercial part of Heritage Ranch planned development.

Origination:

City Council

Financial Consideration:

There is no financial consideration to passing this resolution, except that the increased taxable values within the zone will be directed to building infrastructure in that location.

Staff Recommendation:

The staff recommends approving this resolution.

Alternatives:

The City Council could deny this resolution or direct that changes be made in the resolution or to the proposed preliminary reinvestment zone financing plan.

Attachments

Resolution No. 6874

TIRZ 9 Preliminary Financing Plan

Aerial Location Map

RESOLUTION NO. 6874

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, FINDING AND DETERMINING THE QUALIFICATIONS FOR A TAX INCREMENT REINVESTMENT ZONE; INITIATING THE FORMATION OF THE TAX INCREMENT REINVESTMENT ZONE #9; 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 Council hereby finds and determines that the real property described in the Preliminary Financing Plan, Attachment “E”, and made a part hereof for all purposes, containing 267 acres, more or less, for the proposed Tax Increment Reinvestment Zone #9, has the following characteristics and conditions and, therefore, meets or exceeds the criteria for a tax increment financing zone as set forth in Chapter 311 of the Texas Tax Code.

- (A) That the area within the zone is predominantly open and, because of obsolete platting, deteriorating structures, or other factors (such as insufficient roads for traffic circulation, insufficient drainage facilities, and a hilly topography that retards orderly, cost-effective development), the area within the zone substantially impairs the growth of the City.
- (B) That the proposed zone has no more than thirty percent (30%) of the real property within the zone that is, or will be used, for residential purposes.
- (C) That the proposed zone does not contain real property that cumulatively exceeds fifty percent (50%) of the total appraised value of real property within the City of Sherman, or Grayson County, or the Sherman Independent School District.

SECTION 2. That the City Manager or his designee is hereby authorized and directed to immediately proceed with the necessary procedures to have declared the proposed real property the City of Sherman’s Tax Increment Reinvestment Zone #9.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 18th day of April, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



**Preliminary Financing Plan
Tax Increment Reinvestment Zone #9**

April 18, 2022

DESCRIPTION

The proposed location of Tax Increment Reinvestment Zone #9 is located along U.S. Hwy 82 and between Plainview Road and F.M. 1417 (Heritage Parkway). The base is the taxable value for the tax year 2022 estimated at \$9,089 and contains about 267 acres. See Attachments A and B for a parcel list and map of the proposed zone. Attachment E is a survey.

The area designated as TIRZ #9 is undeveloped. Gas wells and lines are scattered through various tracts. The proposed zone and the adjacent proposed zone are a Planned Development that is expected to offer a mix of commercial, retail, office, entertainment and residential opportunities complimented with areas set aside as parks, lakes and other open space amenities. TIRZ #9 will be commercial and multi-family while the adjacent TIRZ #8 will primarily consist of single-family residential housing. No changes are proposed to the City's zoning ordinances, master plan, or building codes.

The project plan calls for infrastructure to be added to the site for mixed-use development. Proposed improvements of about \$34 million include streets, storm sewers, retention lakes, retaining walls, landscaping, utility services, and the relocation of the gas lines and wells. Attachment C contains a listing of the estimated construction costs. The TIRZ will reimburse the developer for the public improvements up to the amount of increment deposited into the Tax Increment Reinvestment Zone Fund for the duration of the Zone, estimated at about \$8.1 million. Apart from the Project costs, the City will also construct sanitary sewer along Hwy 82 to provide services to the zone.

The City will contribute 50% (fifty percent) of its maintenance and operations (M&O) property tax rate and the County will contribute 50% (fifty percent) of its tax rate that is allocated to the general fund to the Tax Increment Reinvestment Zone Fund. No other taxing entities will participate.

No persons will be displaced as a result of implementing the plan.

The preliminary Feasibility Study in Attachment F finds the project is feasible.

DEVELOPMENT PLAN

Development is expected to begin in 2023 with a seven year build-out.

ESTIMATED BONDED INDEBTEDNESS

The City does not have any plans to issue debt. The City's share of the cost of improvements will be funded solely up to the amount of increment generated by the Zone.

DURATION

The Zone will terminate in 25 years in accordance with Article IX of the Master Development Agreement between the City and Heritage Ranch Holdings, LTD.

City of Sherman
Tax Increment Reinvestment Zone #9
PARCEL LIST
Attachment A

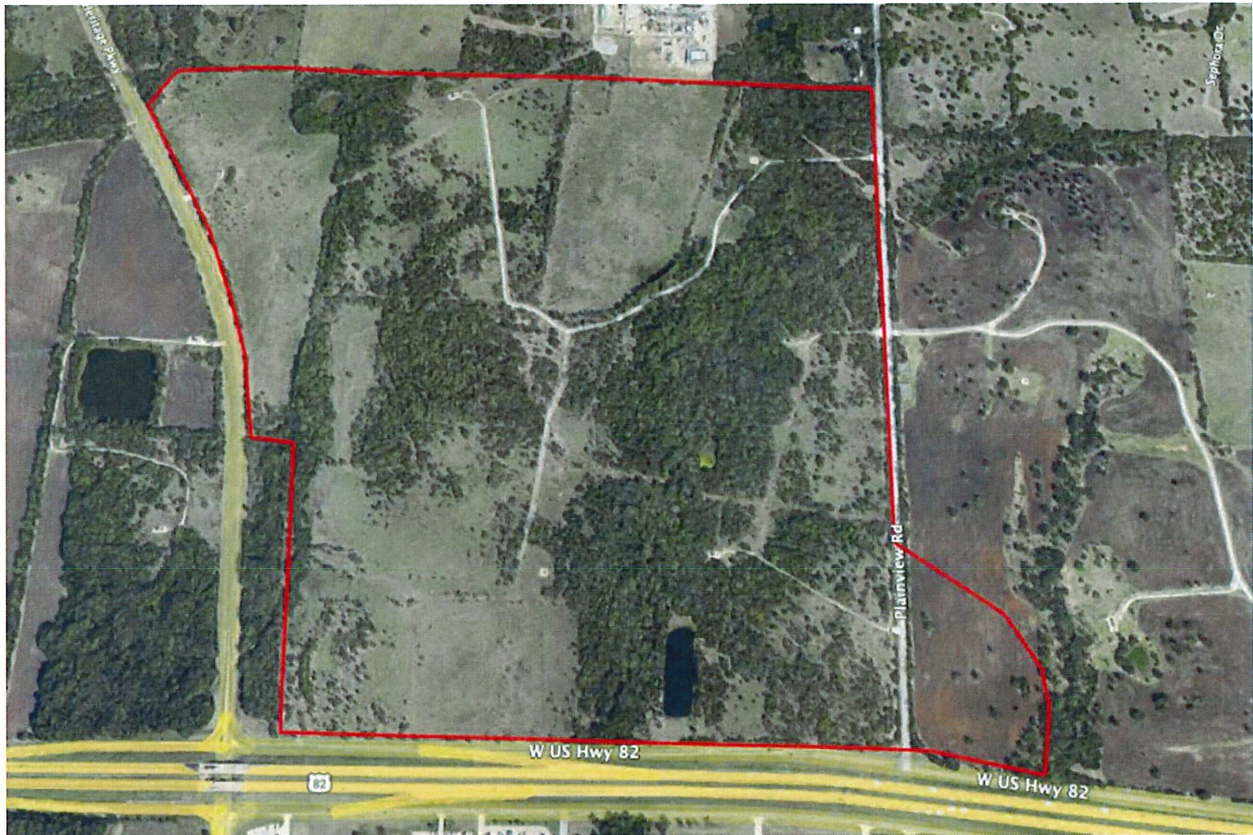
As of 1/1/22 per Master Development Agreement; 1/1/21 values are shown

Parcel ID	Owner	Total Acreage	Assessed Value	Improvements Value	Exempt Property	Acreage in TIRZ	Taxable Value in TIRZ
118808	Heritage Ranch Land Holdings LTD	137.70	\$ 4,756	\$ -	-	137.70	\$ 4,756
361829	Heritage Ranch Land Holdings LTD	55.64	1,669			55.64	1,669
118812	Heritage Ranch Land Holdings LTD	16.53	612			16.53	612
118810	Heritage Ranch Land Holdings LTD	44.62	1,520			44.62	1,520
8118819 & 361816 partials	TPJ Properties LTD	13.06	532			13.06	532
Total		267.55	\$ 9,089	-	-	267.55	\$ 9,089

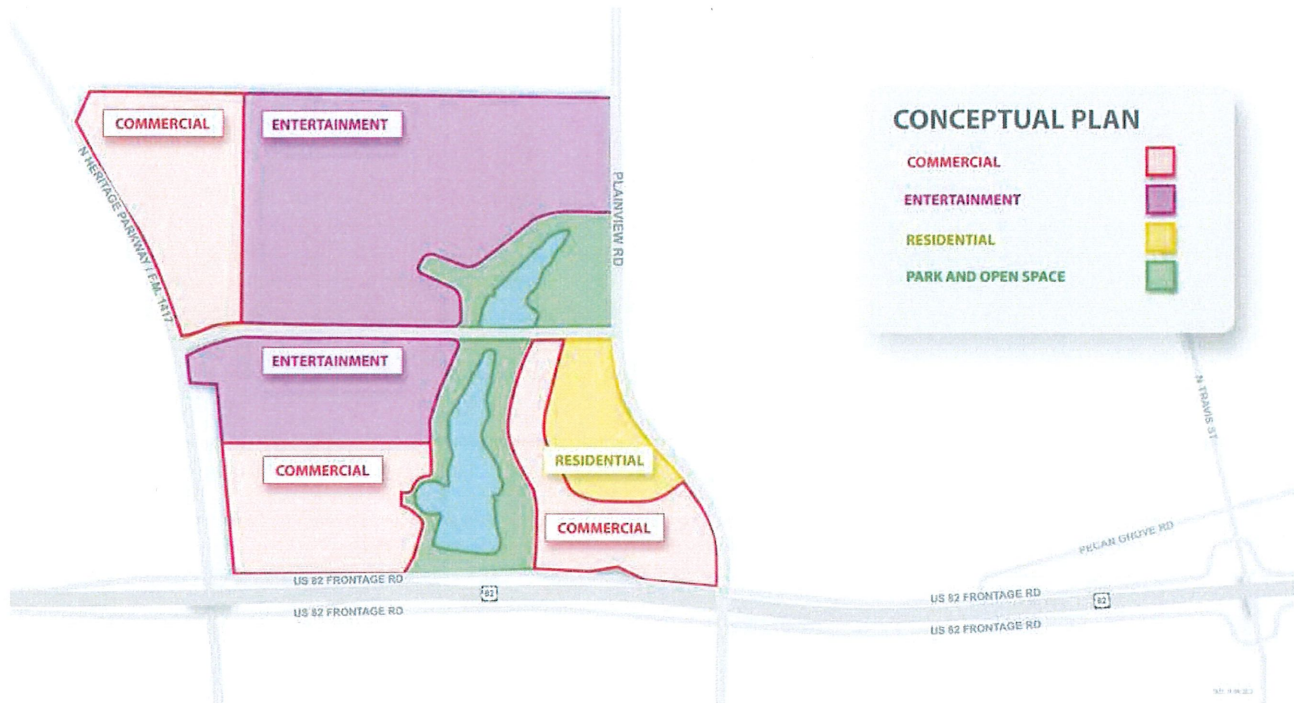
Tax Increment Reinvestment Zone #9

Attachment B

Proposed Zone Map



Attachment B-1
PROPOSED USE MAPS





City of Sherman
Tax Increment Reinvestment Zone #9
CONSTRUCTION COSTS
Attachment C

Description

Estimated TIRZ Costs

Erosion Control	\$	352,485
Excavation		4,150,695
Paving		4,950,694
Water		3,345,893
Sanitary Sewer		3,699,000
Storm Sewer		4,952,421
Street Lights		375,000
Street Signs		28,950
Landscape/Hardscape		975,343
Retention Lakes		2,560,896
Retaining Walls		501,958
Engineering/ Administrative/Review Costs		1,119,770
Total TIRZ Costs	\$	27,013,104

Non-project Costs

Franchise Utility (Gas/Electric/Fiber)		
Service		2,200,000
Landscape/Hardscape		975,343
Retaining Walls		752,937
Relocation of Gathering Lines		1,550,000
Engineering/Administrative/Review Costs		1,119,770
Tota Non-project Costs		6,598,050

Total Costs	\$	33,611,154
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City of Sherman
Tax Increment Reinvestment Zone #9
PROJECT COSTS
Attachment D

Fiscal Year	Capital Outlay	Debt Service Principal	Interest Expense	Debt Issuance Costs	Total
2024	-	-	-	-	-
2025	-	-	-	-	-
2026	48,000	-	-	-	48,000
2027	71,000	-	-	-	71,000
2028	144,000	-	-	-	144,000
2029	287,000	-	-	-	287,000
2030	398,000	-	-	-	398,000
2031	399,000	-	-	-	399,000
2032	398,000	-	-	-	398,000
2033	398,000	-	-	-	398,000
2034	397,000	-	-	-	397,000
2035	398,000	-	-	-	398,000
2036	398,000	-	-	-	398,000
2037	398,000	-	-	-	398,000
2038	397,000	-	-	-	397,000
2039	398,000	-	-	-	398,000
2040	398,000	-	-	-	398,000
2041	398,000	-	-	-	398,000
2042	397,000	-	-	-	397,000
2043	398,000	-	-	-	398,000
2044	398,000	-	-	-	398,000
2045	398,000	-	-	-	398,000
2046	397,000	-	-	-	397,000
2047	398,000	-	-	-	398,000
2048	398,000	-	-	-	398,000
	\$ 8,109,000	\$ -	\$ -	\$ -	\$ 8,109,000

Tax Increment Reinvestment Zone #9
Attachment E
Survey (1 of 2)

Situated in the County of Grayson, State of Texas, being a part of the Uriah Burns Survey, Abstract No. 121, and being a part of the same tract of land described as 356 acres conveyed by Glenn Dennis Woodson et al to A. L. Coffman by deed dated November 9, 1945, recorded in Volume 484, Page 416, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a railroad spike found maintaining the Northeast corner of the said Coffman tract in the center of a public road locally known as Plainview Road running along or near the East line of the said Burns Survey and West line of both the Alexander & Richards Survey, Abstract No. 42, and the same tract of land described as 156.904 acres conveyed by First Texoma National Bank to Stonehollow Homes, LLC by deed dated May 20, 2014, recorded in Volume 5466, Page 40, Official Public Records, Grayson County, Texas, said spike also maintaining the Southeast corner of the same tract of land described as 4.55 acres conveyed by Jeffrey Keith Sallaz and Christy E. Sallaz to Nathan T. Mitchell by deed dated December 3, 2013, recorded in Volume 5397, Page 25, said Official Public Records;

Thence South 00°41'10" West with said center of road a distance of 270.78 feet to a 1/2" steel rod found maintaining and inside "L" corner to the said Burns Survey, the Southwest corner of both the said Alexander & Richards Survey and 156.904 acre tract, and the Northwest corner of the same tract of land described as 184.50 acres and referred to as Tract One as conveyed by John H. Becker, Jr. Trustee and Amy H. Fennell, Co-Trustee to TPJ Properties Ltd. by deed dated November 15, 2002, recorded in Volume 3203, Page 464, said Official Public Records;

Thence South 00°01'01" East continuing with said center of road and East line of the Coffman tract, at a distance of 3122.42 passing a spike nail at the called for Southwest corner of the said 184.50 acre tract and continuing for a total distance of 3122.89 feet to a point for the Southeast corner of the herein described tract at the intersection of said East line of the Coffman tract with the North right-of-way line of U. S. Highway No. 82;

Thence North 84°39'56" West with said North right-of-way line a distance of 25.68 feet to an angle point from which a concrete monument bears South 64°50' East a distance of 1.2 feet;

Thence South 76°37'33" West continuing with said North right-of-way line a distance of 156.73 feet to a concrete monument found at an angle point;

Thence in a Westerly direction continuing with said North right-of-way line along a curve to the left having a radius of 5904.58 feet, (chord bears North 88°05'57" West, 593.96 feet), an arc distance of 594.21 feet to a concrete monument marking the end of said curve;

Thence South 86°57'06" West continuing with said North right-of-way line a distance of 277.38 feet to a concrete monument at an angle point;

Thence South 89°01'04" West continuing with said North right-of-way line a distance of 1000.00 feet to a concrete monument at an angle point;

Thence North 88°07'12" West continuing with said North right-of-way line a distance of 300.37 feet to a concrete monument at an angle point;

Thence South 89°01'04" West a distance of 425.10 feet to a concrete monument at the intersection of said North right-of-way line of Highway No. 82 with the Southerly West line of the said Coffman tract and East line of the same tract of land described as 84.15 acres conveyed by Lucile Schleuse Wilson et vir to Joseph E. Wilson, Jr. by deed dated February 5, 1974, recorded in Volume 1273, Page 45, said Deed Records;

Thence North 05°15'15" West a distance of 1373.66 feet to a 1/2" steel rod set marking an inside "L" corner to the said Coffman tract and the Northeast corner of the said Wilson tract;

Thence North 88°01'43" West a distance of 185.60 feet to a 1/2" steel rod set for the most Westerly Southwest corner of the herein described tract at the intersection of the Westerly South line of the said Coffman tract and North line of the said Wilson tract with the East right-of-way line of F. M. Highway No. 1417;

Thence in a Northerly direction with said East right-of-way line of Highway No. 1417 along a curve to the left having a radius of 2901.79 feet, (chord bears North 18°57'02" West, 1203.61 feet), an arc distance of 1212.41 feet to a concrete monument at the end of said curve;

Thence North 30°55'12" West continuing with said East right-of-way line a distance of 405.37 feet to a concrete monument at an angle point;

Thence North 28°03'26" West continuing with said East right-of-way line a distance of 300.37 feet to a 1/2" steel rod set at an angle point;

Thence North 30°55'12" West continuing with said East right-of-way line a distance of 162.00 feet to a 1/2" steel rod found at the intersection of said East right-of-way line with the most Westerly West line of the said Coffman tract, said rod also maintaining the South corner of the same tract of land described as 0.55 acres and referred to in Exhibit "B" as conveyed by Estes Properties, Inc. to Ted Holdings, Ltd. by deed dated December 12, 2002, recorded in Volume 3369, Page 43, said Official Public Records;

Thence North 22°41'44" East a distance of 233.97 feet to a 1/2" steel rod found maintaining the Northwest corner of the said Coffman tract and the Northeast corner of the said 0.55 acre tract in the South line of the same tract of land described as 119.69 acres conveyed by said Estes Properties, Inc. to said Ted Holdings, Ltd. by deed dated December 12, 2002, recorded in Volume 3369, Page 31, said Official Public Records;

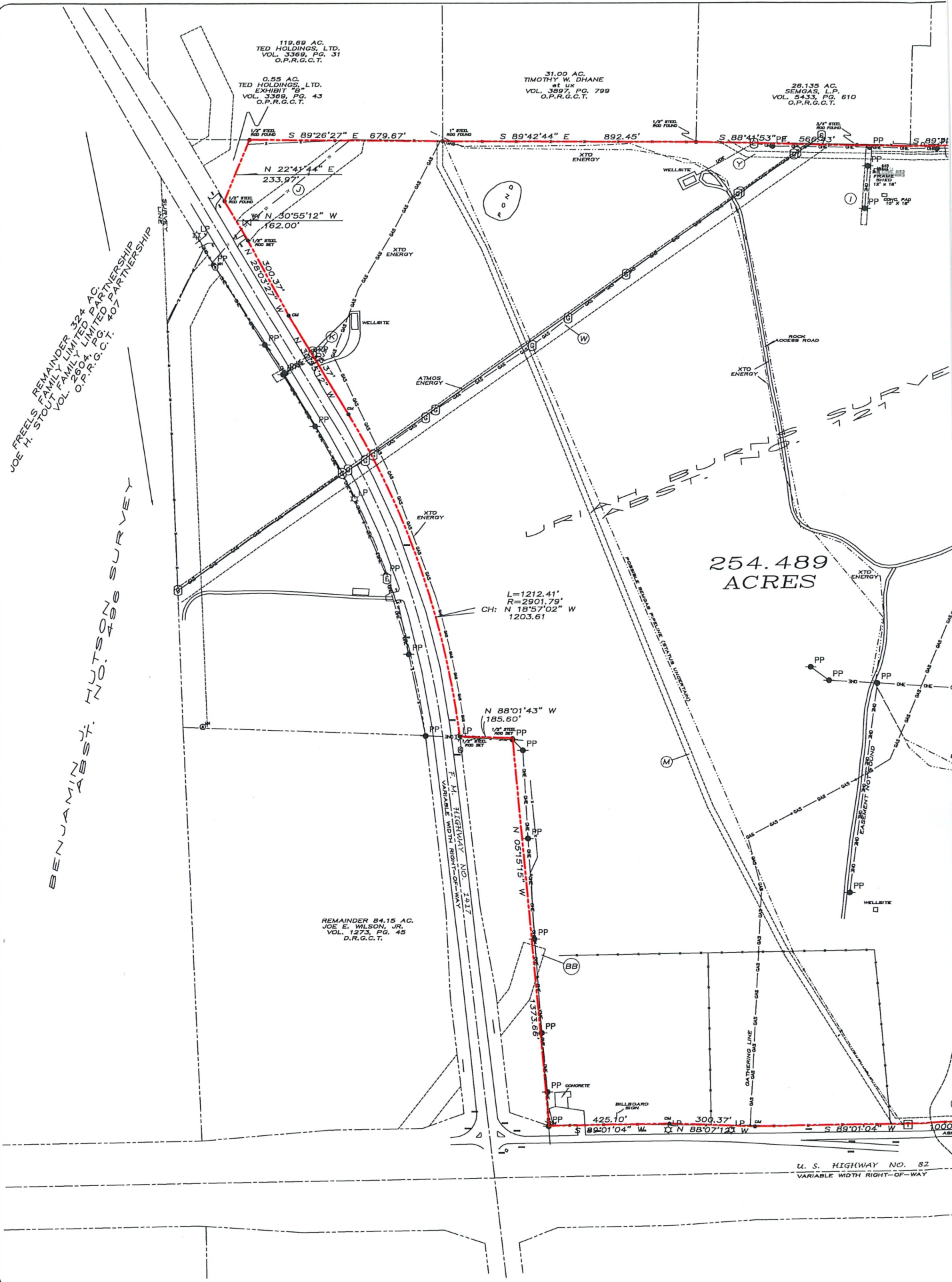
Thence South 89°26'27" East with the general course of a fence along the North line of the said Coffman tract a distance of 679.68 feet to a 1" steel rod found maintaining the Southeast corner of the said 119.69 acre tract and the Southwest corner of the same tract of land described as 31.00 acres conveyed by R. V. Clinton Jr. et ux to Timothy W. Dhane et ux by deed dated July 22, 2005, recorded in Volume 3897, Page 799, said Official Public Records;

Thence South 89°42'44" East continuing with said general course of fence a distance of 892.45 feet to a 1/2" steel rod found maintaining the Southeast corner of the said Dhane tract and the Southwest corner of the same tract of land described as 26.135 acres conveyed by XTO Energy Inc. to SemGas, L.P. by deed dated March 12, 2014, recorded in Volume 5433, Page 610, said Official Public Records;

Thence South 88°41'53" East a distance of 566.43 feet to a 3/4" steel rod found at an angle point;

Thence South 89°35'04" East continuing with said general course of fence, passing the Southeast corner of the said 26.135 acre tract and the Southwest corner of the same tract of land described as 10.40 acres conveyed by Dornick Hills Midstream, Ltd. to said SemGas, L.P. by deed dated October 6, 2006, recorded in Volume 4134, Page 899, said Official Public Records, and continuing for a total distance of 799.64 feet to a metal corner post maintaining the Southeast corner of the said 10.40 acre tract and the Southwest corner of the same tract of land described as 14.82 acres conveyed by said R. V. Clinton, Jr. et ux to B. F. Shellenberger by deed dated October 29, 1965, recorded in Volume 1040, Page 223, said Deed Records;

Thence South 89°07'55" East continuing with said fence, passing the most Southerly Southeast corner of the said Shellenberger tract and the Southwest corner of the said 4.55 acre tract and continuing, passing a 1/2" steel rod found in the West line of said Plainview road at 855.6 feet and continuing for a total distance of 882.90 feet to the Point of Beginning and containing 254.489 acres of land more or less.....



10.40 AC.
SEM GAS LP.
VOL. 4134, PG. 899
O.P.R.G.C.T.

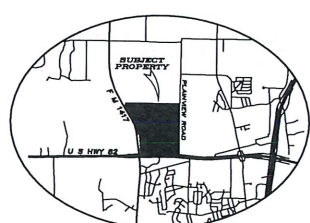
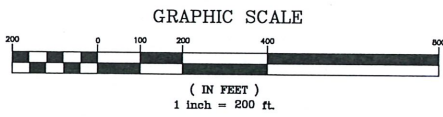
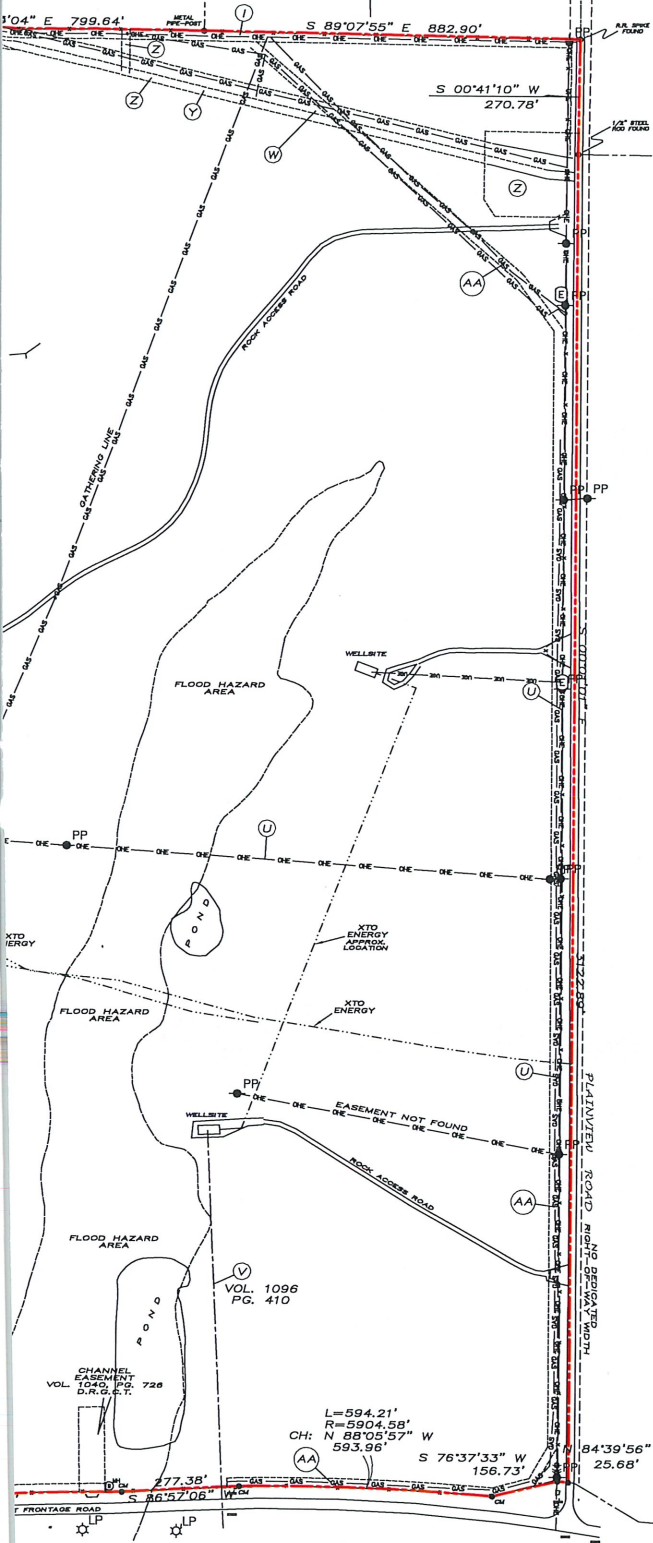
14.82 AC.
B. F. SHELLENBERGER
VOL. 1040, PG. 223
D.R.G.C.T.

4.55 AC.
NATHAN T. MITCHELL
VOL. 5397, PG. 25
O.P.R.G.C.T.

ALEXANDER & RICHARDS SURVEY ABST. NO. 42

156.804 AC.
STONEHOLLOW HOMES, LLC
VOL. 2468, PG. 40
O.P.R.G.C.T.

184.50 AC.
TPJ PROPERTIES, LTD.
TRACT ONE
VOL. 3203, PG. 464
O.P.R.G.C.T.



VICINITY MAP
(NO SCALE)

ALTA/NSPS LAND TITLE SURVEY

UNDERWOOD
DRAFTING & SURVEYING

3404 INTERURBAN ROAD
DENISON, TEXAS 75021
PHONE (903)465-2151
FAX (903)465-2152

Project Location SHERMAN, TEXAS	Prepared For: LEE TERRELL REAL ESTATE
Project Address 136 PLAINVIEW ROAD	
Project Name	
Job Number 19050314	

Sheet 1 of 2

Date	Revisions	Date
06-10-2019		
Dwn. By JRM		
Aprvd. By DWJ		
Dwg. No. 19050314		
Scale 1" = 200'		

FLOOD ZONE NOTES

AS SHOWN, A PORTION OF THE SUBJECT PROPERTY LIES WITHIN A ZONE "A" FLOOD HAZARD AREA ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR GRAYSON COUNTY, TEXAS AND INCORPORATED AREAS, MAP NO. 48181C0270 F, REVISED DATE SEPTEMBER 29, 2010.

GENERAL NOTES

1. Bearings are based on GPS observation, Texas State Plane Coordinate system, NAD83, North Central Zone.
2. Water & Sewer locations obtained from observed evidence and information from utility maps obtained from the City of Sherman, Texas; some locations are approximate.
3. There is no observed evidence of current earth moving work, building construction or building additions.
4. There is currently pavement renovation and construction being performed on F. M. Highway No. 1417.
5. There is no observed evidence of site being used as a solid waste dump, sump, or sanitary landfill.
6. U. S. Highway No. 82 and F. M. Highway No. 1417 are public rights-of-way maintained by the State of Texas. Plainview Road is a public road maintained by Grayson County.

~ NOTE ~

Exact status and completeness of locations of all pipelines on the subject property cannot be certified to.

ZONING NOTES

A Southerly portion of the subject property lies within the Highway 75 & 82 Overlay District. A Westerly portion of the subject property lies within the F M 1417 Overlay District. Current Zoning is undetermined.

CERTIFICATION

To:

This is to certify that this map or plat and the survey on which it is based were made in accordance with 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 7(a), 8, 13, 16, and 19 of Table A thereof. The field work was completed on June 7, 2019.

Date of Plat 6/10/19

DW. Underwood
Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
FIRM NO. 10006300



LEGEND

● 1/2" STEEL ROD SET	Ⓢ CABLE MARKER	— BOUNDARY LINE
○ 1/2" STEEL ROD FOUND	Ⓣ TV PEDISTAL	— PROPERTY LINE
CM ● CONCRETE MONUMENT	Ⓜ SEWER MANHOLE	— EASEMENT LINE
▲ "X" CUT IN CONCRETE	Ⓜ FIRE HYDRANT	— BUILDING LINE
△ FOUND P/K NAIL	Ⓜ WATER METER	— BARBIRE FENCE
PP POWER POLE	Ⓜ LIGHT POLE	— CHAINLINK FENCE
W WATER METER	Ⓜ DRAINAGE INLET	— STOCKADE FENCE
G GAS METER	Ⓜ TELEPHONE MANHOLE	— GAS LINE
T TELEPHONE PEDISTAL	Ⓜ SIGN	— SEWER LINE
E ELECTRIC TRANSFORMER		— WATER LINE
S SEWER CLEANOUT		— TELEPHONE LINE
Ⓜ AEROBIC SYSTEM		— OVERHEAD ELECTRIC LINE
		— UNDERGROUND ELECTRIC LINE
		— FIBER OPTIC LINE

ALTA/NSPS LAND TITLE SURVEY

UNDERWOOD
DRAFTING & SURVEYING

3404 INTERURBAN ROAD
DENISON, TEXAS 75021
PHONE (903)465-2151
FAX (903)465-2152

Project Location
SHERMAN, TEXAS

Prepared For:

Project Address
136 PLAINVIEW ROAD

LEE TERRELL REAL ESTATE

Project Name

Job Number 19050314

Sheet 1 of 2

Date	Revisions	Date
06-10-2019		
Dwn. By JRM		
Aprvd. By DWU		
Dwg. No. 19050314		
Scale 1" = 200'		

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Uriah Burns Survey, Abstract No. 121, and being a part of the same tract of land described as 356 acres conveyed by Glenn Dennis Woodson et al to A. L. Coffman by deed dated November 9, 1945, recorded in Volume 484, Page 416, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a railroad spike found maintaining the Northeast corner of the said Coffman tract in the center of a public road locally known as Plainview Road running along or near the East line of the said Burns Survey and West line of both the Alexander & Richards Survey, Abstract No. 42, and the same tract of land described as 156.904 acres conveyed by First Texoma National Bank to Stonehollow Homes, LLC by deed dated May 20, 2014, recorded in Volume 5466, Page 40, Official Public Records, Grayson County, Texas, said spike also maintaining the Southeast corner of the same tract of land described as 4.55 acres conveyed by Jeffrey Keith Salatz and Chrlsty E. Salatz to Nathan T. Mitchell by deed dated December 3, 2013, recorded in Volume 5397, Page 25, said Official Public Records;

Thence South 00°41'10" West with said center of road a distance of 270.79 feet to a 1/2" steel rod found maintaining and inside "L" corner to the said Burns Survey, the Southwest corner of both the said Alexander & Richards Survey and 156.904 acre tract and the Northwest corner of the same tract of land described as 154.50 acres and referred to as Tract One as conveyed by John H. Becker, Jr. Trustee and Amy H. Fennell, Co-Trustee to TPJ Properties Ltr by deed dated November 15, 2002, recorded in Volume 5203, Page 46, said Official Public Records;

Thence South 00°01'01" East continuing with said center of road and East line of the said Coffman tract, at the distance of 3122.42 passing a spike nail at the called for Southwest corner of the said 154.50 acre tract and continuing for a total distance of 3122.89 feet to the Southeast corner of the same tract of land herein described tract at the intersection of said East line of the Coffman tract with the North right-of-way line of U. S. Highway No. 82;

Thence North 84°39'56" West with said North right-of-way line a distance of 25.68 feet to an angle point from which a concrete monument bears South 84°50' East a distance of 1.2 feet;

Thence South 76°37'33" West continuing with said North right-of-way line a distance of 156.73 feet to a concrete monument found at an angle point;

Thence in a Westerly direction continuing with said North right-of-way line along a curve to the left having a radius of 5804.58 feet, (chord bears North 88°05'57" West, 593.96 feet), an arc distance of 594.21 feet to a concrete monument marking the end of said curve;

Thence South 88°57'06" West continuing with said North right-of-way line a distance of 277.35 feet to a concrete monument at an angle point;

Thence South 89°01'04" West continuing with said North right-of-way line a distance of 1000.00 feet to a concrete monument at an angle point;

Thence North 88°07'12" West continuing with said North right-of-way line a distance of 300.37 feet to a concrete monument at an angle point;

Thence South 88°01'04" West a distance of 425.10 feet to a concrete monument at the intersection of said North right-of-way line of Highway No. 82 with the Southerly West line of the said Coffman tract and East line of the same tract land described as 84.15 acres conveyed by Lucile Schleuse Wilson et vir to Joseph E. Wilson, Jr. by deed dated February 5, 1974, recorded in Volume 1256, Page 45, said Deed Records;

Thence North 05°15'15" West a distance of 1373.66 feet to a 1/2" steel rod set marking an inside "L" corner to the said Coffman tract and the Northeast corner of the said Wilson tract;

Thence North 88°01'45" West a distance of 185.60 feet to a 1/2" steel rod set for the most Westerly Southwest corner of the herein described tract at the intersection of the Westerly South line of the said Coffman tract and North line of the said Wilson tract with the East right-of-way line of F. M. Highway No. 1417;

Thence in a Northerly direction with said East right-of-way line of Highway No. 1417 along a curve to the left having a radius of 2901.79 feet, (chord bears North 18°57'02" West, 1203.81 feet), an arc distance of 1212.41 feet to a concrete monument at the end of said curve;

Thence North 30°55'12" West continuing with said East right-of-way line a distance of 405.37 feet to a concrete monument at an angle point;

Thence North 28°03'26" West continuing with said East right-of-way line a distance of 300.37 feet to a 1/2" steel rod set at an angle point;

Thence North 30°55'12" West continuing with said East right-of-way line a distance of 162.00 feet to a 1/2" steel rod found at the intersection of said East right-of-way line with the most Westerly West line of the said Coffman tract, said rod also maintaining the South corner of the same tract of land described as 0.55 acres and referred to in Exhibit "B" as conveyed by Estes Properties, Inc. to Ted Holdings, Ltd. by deed dated December 12, 2002, recorded in Volume 3369, Page 31, said Official Public Records;

Thence North 22°41'44" East a distance of 233.97 feet to a 1/2" steel rod found maintaining the Northwest corner of the said Coffman tract and the Northeast corner of the said 0.55 acre tract in the South line of the same tract of land described as 119.69 acres conveyed by said 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 89°26'27" East with the general course of a fence along the North line of the said Coffman tract a distance of 679.68 feet to a 1" steel rod found maintaining the Southeast corner of the said 119.69 acre tract and the Southwest corner of the same tract of land described as 31.00 acres conveyed by R. V. Clinton Jr. et ux to Timothy W. Dhane et ux by deed dated July 22, 2005, recorded in Volume 3897, Page 799, said Official Public Records;

Thence South 89°42'44" East continuing with said general course of fence a distance of 892.45 feet to a 1/2" steel rod found maintaining the Southeast corner of the said Dhane tract and the Southwest corner of the same tract of land described as 26.135 acres conveyed by XTO Energy Inc. to SemGas, L.P. by deed dated March 12, 2014, recorded in Volume 5433, Page 610, said Official Public Records;

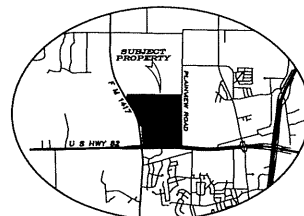
Thence South 88°41'53" East a distance of 566.43 feet to a 3/4" steel rod found at an angle point;

Thence South 89°35'04" East continuing with said general course of fence passing the Southeast corner of the said 26.135 acre tract and the Southwest corner of the same tract of land described as 10.40 acres conveyed by Dornick Hills Midstream, Ltd. to said SemGas, L.P. by deed dated October 6, 2008, recorded in Volume 4134, Page 689, said Official Public Records, and continuing for a total distance of 799.64 feet to a metal corner post maintaining the Southeast corner of the said 10.40 acre tract and the Southwest corner of the same tract of land described as 14.82 acres conveyed by said R. V. Clinton, Jr. et ux to B. F. Shellenberger by deed dated October 29, 1965, recorded in Volume 1040, Page 223, said Deed Records;

Thence South 89°07'55" East continuing with said fence, passing the most Southerly Southeast corner of the said Shellenberger tract and the Southwest corner of the said 4.55 acre tract and continuing, passing a 1/2" steel rod found in the West line of said Plainview road at 855.6 feet and continuing for a total distance of 882.90 feet to the Point of Beginning and containing 254.489 acres of land more or less.....

EASEMENT NOTES

- G. Easement to The Texas Pipeline Company, of record in Volume 1279 at Page 199 of the Deed Records of Grayson County, Texas.
- Affects the subject property.
- I. Easement and Right of Way to Texas Power & Light Company and General Telephone Company of the Southwest, of record in Volume 1980 at Page 199 of the Real Property Records of Grayson County, Texas.
- Affects the subject property as shown.
- J. Easement for Right of Way to North Texas Municipal Water District, The Greater Texoma Utility Authority and the City of Sherman, of record in Volume 2023 at Page 682 of the Real Property Records of Grayson County, Texas.
- Affects the subject property as shown.
- K. Easement and Right of Way to Texas Power and Light Company a division of Texas Utilities Electric Company of record in Volume 2050 at Page 120 of the Real Property Records of Grayson County, Texas.
- Affects the subject property as shown.
- L. Right of Way to Koch Gathering Systems, Inc., in Volume 2140, Page 464, Real Property Records, Grayson County, Texas.
- Affects the subject property as a blanket easement.
- M. Easement to City of Sherman for utility purposes, of record in Volume 2237 at Page 940 of the Real Property Records of Grayson County, Texas.
- U. Easements and rights of way in favor of Texas Power and Light Company of record in Volume 396, Page 466; Volume 434, Page 84; and Volume 808, Page 311, all of the Deed Records, Grayson County, Texas.
- Affect the subject property as shown. Easement recorded in Volume 511, Page 399 appears to be abandoned.
- V. Rights of way for pipeline in favor of Standard Oil Company, of record in Volume 817, Page 545; Volume 899, Page 888; and Volume 1086, Page 410, all of the Deed Records, Grayson County, Texas.
- Affect the subject property. (All lines of reference not fully determined)
- W. Rights of way in favor of Lone Star Gas Company of record in Volume 825, Page 235, (partially released by instrument of record in Volume 1276, Page 348) and in Volume 941, Page 239, (partially released by instrument of record in Volume 1276, Page 350) all of the Deed Records, Grayson County, Texas.
- Affect the subject property as shown.
- X. Easement in favor of Texas Power and Light Company and General Telephone Company of the Southwest of record in Volume 1033, Page 51, of the Deed Records, Grayson County, Texas.
- Does not affect the subject property.
- Y. Right of way in favor of The Texas Pipe Line Company of record in Volume 739, Page 28; Right of way in favor of Koch Industries of record in Volume 1132, Page 662; partially released by instrument of record in Volume 1278, Page 127, thereafter assigned by Metador Pipelines, Inc. by instrument of record in Volume 1424, Page 631, and Volume 2557, Page 798, all of the Deed Records, Grayson County, Texas. Agreement describing easement of record in Volume 1478, Page 51, of the Deed Records, Grayson County, Texas.
- Affects the subject property as shown.
- Z. Right of way grant in favor of Matador Pipelines, Inc. of record in Volume 1474, Page 648, and Volume 1479, Page 51, of the Deed Records, Grayson County, Texas.
- Affects the subject property as shown.
- AA. Right of way in favor of Chevron U.S.A., Inc. of record in Volume 1498, page 10, of the Deed Records, Grayson County, Texas.
- Affects the subject property as shown.
- BB. Channel easement granted to State of Texas in Cause No. 182B; a certified copy of same appears of record in Volume 947, Page 397, of the Deed Records, Grayson County, Texas.
- Affects the subject property as shown.



VICINITY MAP
(NO SCALE)

Tax Increment Reinvestment Zone #9

Attachment E-1

Survey (2 of 2)

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the U. Burns Survey, Abstract No. 121, City of Sherman, Grayson County, Texas, being part of Tract 1, conveyed to TPJ Properties, Ltd., by deed recorded in Volume 3203, Page 464 of the Deed Records, Grayson County, Texas (DRGCT), with the subject tract being more particularly described as follows:

BEGINNING at a concrete nail with flasher found in the intersection of the north line of U.S. Highway 82, a variable width public right-of-way, with Plainview Road, a public road, for the southwest corner of said TPJ tract;

THENCE N 00°01'05" W, 1458.40 feet along Plainview Road;

THENCE departing said road, the following:

A non-tangent curve to the left having a central angle of 12°30'21", a radius of 851.00 feet, a chord of S 24°33'46" E - 185.38 feet, an arc length of 185.75 feet;

S 30°48'56" E, 654.89 feet;

A tangent curve to the right having a central angle of 24°29'33", a radius of 790.00 feet, a chord of S 18°34'10" E - 335.14 feet, an arc length of 337.70 feet;

And S 06°19'24" E, 542.26 feet to a point on the north line of said highway;

THENCE along the north line thereof, the following:

N 84°42'10" W, 414.70 feet to a TxDOT concrete monument found;

N 59°06'13" W, 176.25 feet to a TxDOT concrete monument found;

And N 88°00'50" W, 14.37 feet to the POINT OF BEGINNING with the subject tract containing 568,765 square feet or 13.057 acres of land.

City of Sherman
Tax Increment Reinvestment Zone #9
FEASIBILITY STUDY
Attachment F

Fiscal Year	Captured Value	City Property Tax	County Property Tax	Sale Proceeds/Debt	Interest Income	Total Inflow	Capital Outlay	Debt Service	Bond Issue Costs	Total Outflow	Net Cashflow	Cumulative Cash Position
2024	-	-	-	-	-	-	-	-	-	-	-	-
2025	4,000,000	6,112	5,850	-	-	11,962	-	-	-	-	11,962	11,962
2026	12,000,000	18,336	17,550	-	153	36,039	48,000	-	-	48,000	(11,961)	1
2027	24,000,000	36,672	35,100	-	0	71,772	71,000	-	-	71,000	772	773
2028	48,000,000	73,344	70,200	-	10	143,554	144,000	-	-	144,000	(446)	327
2029	96,000,000	146,688	140,400	-	4	287,092	287,000	-	-	287,000	92	419
2030	133,200,000	203,530	194,805	-	5	398,340	398,000	-	-	398,000	340	759
2031	133,200,000	203,530	194,805	-	10	398,344	399,000	-	-	399,000	(656)	103
2032	133,200,000	203,530	194,805	-	1	398,336	398,000	-	-	398,000	336	439
2033	133,000,000	203,224	194,513	-	6	397,742	398,000	-	-	398,000	(258)	182
2034	133,000,000	203,224	194,513	-	2	397,739	397,000	-	-	397,000	739	920
2035	133,000,000	203,224	194,513	-	12	397,748	398,000	-	-	398,000	(252)	669
2036	133,000,000	203,224	194,513	-	9	397,745	398,000	-	-	398,000	(255)	414
2037	133,000,000	203,224	194,513	-	5	397,742	398,000	-	-	398,000	(258)	156
2038	133,000,000	203,224	194,513	-	2	397,738	397,000	-	-	397,000	738	894
2039	133,000,000	203,224	194,513	-	11	397,748	398,000	-	-	398,000	(252)	642
2040	133,000,000	203,224	194,513	-	8	397,745	398,000	-	-	398,000	(255)	387
2041	133,000,000	203,224	194,513	-	5	397,741	398,000	-	-	398,000	(259)	128
2042	133,000,000	203,224	194,513	-	2	397,738	397,000	-	-	397,000	738	866
2043	133,000,000	203,224	194,513	-	11	397,748	398,000	-	-	398,000	(252)	614
2044	133,000,000	203,224	194,513	-	8	397,744	398,000	-	-	398,000	(256)	358
2045	133,000,000	203,224	194,513	-	5	397,741	398,000	-	-	398,000	(259)	99
2046	133,000,000	203,224	194,513	-	1	397,738	397,000	-	-	397,000	738	837
2047	133,000,000	203,224	194,513	-	11	397,747	398,000	-	-	398,000	(253)	584
2048	133,000,000	203,224	194,513	-	7	397,744	398,000	-	-	398,000	(256)	328
		\$ 4,143,325	\$ 3,965,715	\$ -	\$ 288	\$ 8,109,328	\$ 8,109,000	\$ -	\$ -	\$ 8,109,000		

City of Sherman
Tax Increment Reinvestment Zone #8
PROJECT REVENUE
Attachment G

Fiscal Year	Captured Value	Taxes On Captured Value	Interest Income	Total Revenue
2024	-	-	-	-
2025	4,000,000	11,962	-	11,962
2026	12,000,000	35,886	153	36,039
2027	24,000,000	71,772	0	71,772
2028	48,000,000	143,544	10	143,554
2029	96,000,000	287,088	4	287,092
2030	133,200,000	398,335	5	398,340
2031	133,200,000	398,335	10	398,344
2032	133,200,000	398,335	1	398,336
2033	133,000,000	397,737	6	397,742
2034	133,000,000	397,737	2	397,739
2035	133,000,000	397,737	12	397,748
2036	133,000,000	397,737	9	397,745
2037	133,000,000	397,737	5	397,742
2038	133,000,000	397,737	2	397,738
2039	133,000,000	397,737	11	397,748
2040	133,000,000	397,737	8	397,745
2041	133,000,000	397,737	5	397,741
2042	133,000,000	397,737	2	397,738
2043	133,000,000	397,737	11	397,748
2044	133,000,000	397,737	8	397,744
2045	133,000,000	397,737	5	397,741
2046	133,000,000	397,737	1	397,738
2047	133,000,000	397,737	11	397,747
2048	133,000,000	397,737	7	397,744
		\$ 8,109,040	\$ 288	\$ 8,109,328

City of Sherman
Tax Increment Reinvestment Zone #8
ESTIMATED CAPTURED APPRAISED VALUE
Attachment H

Fiscal Year	Estimated Captured Value
2024	-
2025	4,000,000
2026	12,000,000
2027	24,000,000
2028	48,000,000
2029	96,000,000
2030	133,200,000
2031	133,200,000
2032	133,200,000
2033	133,000,000
2034	133,000,000
2035	133,000,000
2036	133,000,000
2037	133,000,000





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 4.

Meeting Date: 04/18/2022

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6875**

Awarding a Bid to and Authorizing Execution of a Contract with Ferguson Enterprises, LLC for the Annual Supply of Water and Sewer Maintenance Parts and Supplies

Issue:

To consider awarding and authorizing execution of a contract with Ferguson Enterprises, LLC of McKinney, Tx, based on a Request for Proposals (RFP), for the annual supply of water and sewer maintenance parts and supplies.

Background:

At the February 2, 2022 meeting, the City Council authorized a request to advertise for the solicitation of proposals for the annual supply of water and sewer maintenance parts and supplies. A public request for competitive, sealed proposals resulted in two (2) submittals, which were opened on April 1, 2022. Ferguson Enterprises, LLC of McKinney, Texas, received the highest valuation, based on specific criteria detailed in the Request for Proposals.

Origination:

Distribution Services

Financial Consideration:

Proposed cost is approximately \$2,438,574.85, with available funding in the current year FY2022 budget.

Staff Recommendation:

Staff recommends that the City Council award the annual contract to Ferguson Enterprises, LLC of McKinney, Texas.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6875

Exhibit A_Bid Request

Exhibit B_Ferguson Waterworks

Exhibits C through E_Ferguson

Signed Contract_Ferguson

Bid Evaluation

RESOLUTION NO. 6875

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH FERGUSON ENTERPRISES, LLC FOR THE ANNUAL SUPPLY OF WATER AND SEWER MAINTENANCE PARTS AND SUPPLIES; 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 Ferguson Enterprises, LLC of McKinney, Texas, is hereby awarded the bid for the annual supply of water and sewer maintenance parts and supplies in the amount of Two Million Four Hundred Thirty-Eight Thousand Five Hundred Seventy-Four Dollars and Eighty-Five Cents (\$2,438,574.85); 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 Ferguson Enterprises, LLC for the annual supply of water and sewer maintenance parts and supplies, in accordance with all contract documents attached hereto and made a part hereof for all purposes. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2021-2022 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 18th day of April, 2022.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____

NAME: _____
RYAN D. PITTMAN, CITY ATTORNEY

Exhibit A
Bid Request



**City of Sherman
PO Box 1106
Sherman, TX 75091-1106**

Request for Proposals

for

WATER & SEWER PARTS AND SUPPLIES RFP No. 2022-07

Publication Dates: Tuesday March 15, 2022
Sunday March 27, 2022

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CITY OF SHERMAN, TEXAS

FINANCE DEPARTMENT

REQUEST FOR PROPOSAL - BID NO. 2022-07; Water & Sewer Parts and Supplies

The enclosed **REQUEST FOR PROPOSAL** (RFP) and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **Water & Sewer Parts and Supplies** for the City of Sherman.

Questions may be addressed to the Finance Department at the address listed below. The bids will be opened at **2:00 p.m. on Friday, April 1, 2022**, at the following address:

**City of Sherman – Finance Department
Municipal Building
405 N. Rusk Street
Sherman, TX
903-892-7215
craigl@cityofsherman.com**

Bids may be submitted by mail to the following address:

**City of Sherman
Finance Dept. – RFP for Water & Sewer Parts and Supplies - No. 2022-07
P.O. Box 1106
Sherman, TX 75091-1106**

OR

Electronically at www.publicpurchase.com

OR

By delivery at the Municipal Building address listed above.

NOTICE TO BIDDERS

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Craig Long, Sherman Municipal Building, 405 N. Rusk, Sherman, Texas 75091 until the hour **2:00 PM on the 1st day of April, 2022**, at which time bids duly delivered and submitted will be considered for supplying the following:

BID NO. 2022-07 – Water & Sewer Parts and Supplies

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council at the following address:

**City Council Chambers
City Hall
220 W. Mulberry
Sherman, TX**

Each bid delivered to the City shall be sealed and clearly marked “Water & Sewer Parts and Supplies 2022-07” on the exterior of the bid. Electronic submittals may only be made through Public Purchase at <https://www.publicpurchase.com>. No email or faxed bids will be accepted. Each bid shall be **manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.**

Please note that all bids **must be received at the designated location or through Public Purchase by the deadline shown.** Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for **2:00 p.m., Friday, April 1, 2022**, at which time the sealed bids will be opened.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Finance Department, the bidder shall be responsible for actual delivery of the bid before the advertised date and hour for opening of bids. If the mail is delayed by the postal service, courier service, or an ISP (Internet Service Provider), beyond the date and hour set for the bid opening, bids thus delayed will not be considered.

The City of Sherman will receive sealed bids for: **Water & Sewer Parts and Supplies.**

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sherman’s interpretation shall govern.

Information concerning the bid specifications or bid process/procedures may be submitted in writing to Craig Long, Budget Analyst at craigl@cityofsherman.com, or via phone at (903) 892-7215.

Until the final awarding by the City of Sherman, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, and proceed otherwise when the best interests of said City will be realized hereby.

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CITY OF SHERMAN GENERAL CONDITIONS

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to: www.ci.sherman.tx.us and to www.publicpurchase.com.

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

ASSIGNMENT OF BID/CONTRACT

The successful bidder may not assign their rights and duties under and award without the written consent of the City. Such consent shall not relieve the assignor of liability in event of default by their assignee.

BID CONSIDERATION / TABULATION

Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City. Please refer to the **EVALUATION PROCESS & BEST VALUE EVALUATION CRITERIA** sections for additional information.

BID SUBMISSION

Bids may be submitted in person, by mail, or electronically at www.publicpurchase.com.

- Submit bids via mail to PO Box 1106, Sherman, TX 75091-1106.
- To submit a bid via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- Bids will not be accepted without a signature.
- Bids submitted by email or fax will not be accepted.
- The City is not responsible for mail service. See page 4, paragraph 2 of the Notice to Bidders.

BRAND NAMES

If items for which bids have been called for have been identified by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering “equal” products will be considered for award if such products are clearly identified in the bids and are determined by the City to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their bid that they are offering an “equal product”, their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.**

CHANGES OR ALTERATIONS

No part of this bid may be changed/alterd in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request to this bid will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the City's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

DEFAULT

In case of default of the successful bidder, the city of Sherman may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Sherman, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each bid. The city of Sherman considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Sherman, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INDEMNIFICATION

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the

vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers the vendor shall indemnify and save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The city of Sherman supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the city of Sherman. As such, the city of Sherman has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days

of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

PROVISIONAL CLAUSES

The city of Sherman will not enter into any contract where the cost is provisional upon such clauses as are known as “escalator” or “cost-plus” clauses.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Bids submitted via fax or email.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether or not the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

PROPOSAL DEFINITIONS:

"City" is the City of Sherman, Texas.

"Bidder" is an individual or business submitting a bid or proposal to the City of Sherman.

"Independent contractor" or "contractor" is one who contracts to perform work or furnish materials in accordance with a contract.

I. PROPOSAL TERMS

- A. The City of Sherman reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider. The City does not intend to award a contract fully on the basis of any response made to the proposal: the City reserves the right to consider proposals for modifications at any time before a contract would be awarded; and negotiations would be undertaken with the independent contractor whose proposal is deemed to best meet the City's specifications and needs.
- B. Proposals must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
- C. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. The deadline for submission of proposals may be adjusted to allow for revisions. To be considered, the entire proposal document, with any amendments, should be returned by the specified date, time and method identified on page 2 of this document.
- D. Proposals should be prepared simply and economically providing a straightforward, concise description of the independent contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.
- E. The price quotations from the contractor stated in this proposal will not be subject to any price increase from the closing date of this RFP to the mutually agreed to date of contract.
- F. The City of Sherman reserves the right to increase or decrease the amount of janitorial services based upon annual budget constraints with fifteen (15) days' notice.

- G. The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire RFP.

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Specifications

Resilient Seat Wedge Gate Valves

1. Valve shall conform to **AWWA C509-87**, Standard for resilient Seated Gate Valves.
2. Wedge shall be constructed of cast or ductile iron, fully encapsulated in synthetic rubber.
3. Wedge rubber shall be molded in place and bonded to the iron portion, and shall not be mechanically attached with screws, rivets, or similar fasteners.
4. Wedge shall seat against seating surface arranged symmetrically about the center line of the operation stem, so that seating is equally effective regardless of the direction of pressure unbalance across the wedge.
5. All seating surfaces in the body shall be inclined to be vertical at a minimum angle of 32 degrees (when stem is in a vertical position) to eliminate abrasive wear of rubber sealing surfaces.
6. Stem shall be sealed by at least two O-rings; all stem seals shall be replaceable with valve fully open and wile subject to full rated pressure.
7. Waterway shall be smooth and shall have no depressions or cavities in seat area where foreign material can be lodged and prevent closure or sealing.
8. Valve body and bonnet shall be epoxy coated, inside and out, with fusion bonded epoxy. Coating shall conform to AWWA C550-90, Standard for Protective Interior Coatings for Valves and Hydrants.
9. Gate valves shall be **Mueller A2360, AFC 500, AVK 25/00, or M & H style 7000.**

BID SECTION FOR NON-PVC ONLY

FLANGED X M.J. GATE VALVE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2"	6		
4"	15		
6"	25		
8"	15		
10"	2		
12"	4		
14"	1		
16"	1		
18"	1		
20"	1		
24"	1		
TOTAL			

M.J. GATE VALVES				
SIZE	SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2"	2"	20		
4"	4"	20		
6"	6"	50		
8"	8"	10		
10"	10"	10		
12"	12"	10		
14"	14"	1		
16"	16"	1		
18"	18"	1		
20"	20"	1		
24"	24"	1		
TOTAL				

FLANGED X FLANGE GATE VALVE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	2		
6"	2		
8"	2		
10"	2		
12"	2		
16"	2		
18"	2		
20"	2		
24"	2		
TOTAL			

FLANGE BOLTS & GASKETS - STAINLESS STEEL				
SIZE	SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	4"	15		
6"	6"	25		
8"	8"	15		
10"	10"	5		
12"	12"	5		
TOTAL				

Butterfly Valves

Butterfly valves and operators shall conform to AWWA standards for rubber-seated butterfly valves, AWWA Standard C504, and to these specifications:

1. Type of body shall be short body, flanged or mechanical joint.
2. Body material shall be cast iron or ductile iron.
3. Class shall be specified on the plans or contract specifications.
4. Shaft shall be type 304 or 316 stainless steel.
5. Flanged holes shall be drilled to full size.
6. Valve seat shall be natural rubber or Buna-N and polished stainless steel, type 304 or 316, 90-degree seating angle only, with a 360-degree, uninterrupted seating surface.
7. Shaft seals shall be standard split-V packing or double O-ring seal cartridges.
8. Disc shall be ductile iron, cast iron, or fabricated steel.
9. Operating nuts shall be ductile iron.

M.J. x M.J. BUTTERFLY VALVE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
12"	1		
14"	1		
16"	1		
18"	1		
20"	1		
24"	1		
TOTAL			

FLANGED x M.J. BUTTERFLY VALVE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
12"	1		
14"	1		
16"	1		
18"	1		
20"	1		
24"	1		
TOTAL			

FLANGED x FLANGED BUTTERFLY VALVE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
12"	1		
14"	1		
16"	1		
18"	1		
20"	1		
24"	1		
TOTAL			

Ductile Iron Mechanical Joint Fittings

Fittings shall be cast from ductile iron in accordance with **ANSI/AWWA C153/A21.53** with mechanical joint bells. Glands, bolts, nuts, and gaskets shall be in accordance with requirements of **ANSI/AWWA C153/A21.53**. Fittings shall be listed by an approved certifying agency as conforming to the requirements of **ANSI/NSF 61**. The working pressure rating shall be 350 psi. Fittings shall have an asphaltic outside coating in accordance with **ANSI/AWWA C153/A21.53**. Fittings shall be cement lined and seal coated in accordance with **ANSI/AWWA C104/A21.4** and listed by an approved certifying agency as conforming to the requirements of **ANSI/NSF 61**.

M.J. CAPS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2"	5		
4"	5		
6"	10		
8"	5		
10"	6		
12"	6		
TOTAL			

M.J. SOLID SLEEVE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	5		
6"	20		
8"	10		
10"	6		
12"	6		
14"	2		
16"	2		
18"	2		
20"	2		
24"	2		
TOTAL			

M.J. PLUGS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2"	5		
4"	5		
6"	10		
8"	5		
10"	6		
12"	6		
TOTAL			

M.J. BENDS				
SIZE	BEND	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2"	90	4		
4"	90	4		
6"	90	20		
8"	90	10		
10"	90	6		
12"	90	2		
14"	90	1		
16"	90	1		
18"	90	1		
20"	90	1		
24"	90	1		
2"	45	4		
4"	45	4		
6"	45	8		
8"	45	6		
10"	45	4		
12"	45	4		
14"	45	1		
16"	45	1		
18"	45	1		
20"	45	1		
24"	45	1		
TOTAL				

BID SECTION FOR NON-PVC ONLY

M.J. REDUCERS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4" x 2"	10		
6" x 2"	4		
6" x 4"	15		
8" x 4"	1		
8" x 6"	1		
10" x 4"	1		
10" x 6"	2		
10" x 8"	2		
12" x 4"	1		
12" x 6"	3		
12" x 8"	1		
12" x 10"	1		
14" x 12"	1		
16" x 12"	1		
18" x 12"	1		
20" x 12"	1		
24" x 12"	1		
TOTAL			

M.J. BENDS				
SIZE	BEND	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2"	22 1/2	4		
4"	22 1/2	4		
6"	22 1/2	4		
8"	22 1/2	4		
10"	22 1/2	4		
12"	22 1/2	2		
14"	22 1/2	1		
16"	22 1/2	1		
18"	22 1/2	1		
20"	22 1/2	1		
24"	22 1/2	1		
4"	11 1/4	2		
6"	11 1/4	2		
8"	11 1/4	2		
10"	11 1/4	2		
12"	11 1/4	2		
14"	11 1/4	1		
16"	11 1/4	1		
18"	11 1/4	1		
20"	11 1/4	1		
24"	11 1/4	1		
TOTAL				

BID SECTION FOR NON-PVC ONLY

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M.J. TEE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4" x 2"	4		
4" x 4"	5		
6" x 2"	4		
6" x 4"	4		
6" x 6"	20		
8" x 4"	1		
8" x 6"	6		
8" x 8"	2		
10" x 4"	1		
10" x 6"	2		
10" x 8"	2		
10" x 10"	2		
12" x 4"	1		
12" x 6"	3		
12" x 8"	1		
12" x 10"	1		
12" x 12"	4		
14" x 6"	1		
14" x 8"	1		
14" x 10"	1		
14" x 12"	1		
14" x 14"	1		
16" x 6"	1		
16" x 8"	1		
16" x 10"	1		
16" x 12"	1		
16" x 14"	1		
16" x 16"	1		
18" x 6"	1		
18" x 10"	1		
18" x 12"	1		
18" x 14"	1		
18" x 16"	1		
18" x 18"	1		
20" x 6"	1		
20" x 8"	1		
20" x 10"	1		
20" x 12"	1		
20" x 14"	1		
20" x 16"	1		
18" x 18"	1		
20" x 20"	1		
24" x 6"	1		

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24" x 8"	1		
24" x 10"	1		
24" x 12"	1		
24" x 14"	1		
24" x 16"	1		
24" x 18"	1		
24" x 20"	1		
24" x 24"	1		
TOTAL			

M.J. CROSS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4" x 4"	2		
6" x 4"	2		
6" x 6"	2		
8" x 4"	1		
8" x 6"	1		
8" x 8"	1		
10" x 4"	1		
10" x 6"	1		
10" x 8"	1		
10" x 10"	1		
12" x 4"	1		
12" x 6"	1		
12" x 8"	1		
12" x 10"	1		
12" x 12"	1		
TOTAL			

FLANGE TO M.J. ADAPTERS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	5		
6"	5		
8"	5		
10"	5		
12"	5		
TOTAL			

M.J. x FLANGE 90 ADAPTERS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	5		
6"	5		
8"	5		
10"	5		
12"	5		
TOTAL			

*MEGA LUG 2000 SERIES			
*RESTRAINT GLANDS (FOR C900 PVC) SETS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	20		
6"	100		
8"	50		
10"	20		
12"	20		
14"	10		
16"	10		
18"	10		
20"	10		
24"	10		
TOTAL			

*MEGA LUG 1100 SERIES			
*MECHANICAL JOINT ACCESSORY SET			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	20		
6"	100		
8"	50		
10"	20		
12"	20		
14"	10		
16"	10		
18"	10		
20"	10		
24"	10		
TOTAL			

RESTRAINER CLAMPS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	20		
6"	50		
8"	20		
10"	20		
12"	10		
14"	10		
16"	10		
18"	10		
20"	10		
24"	10		
TOTAL			

RESTRAINT GLAND (FOR C.I.P.)			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	20		
6"	100		
8"	50		
10"	20		
12"	20		
14"	10		
16"	10		
18"	10		
20"	10		
24"	10		
TOTAL			

MECHANICAL JOINT ACCESSORY KIT			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2"	10		
4"	20		
6"	100		
8"	50		
10"	20		
12"	20		
14"	10		
16"	10		
18"	10		
20"	10		
24"	10		
TOTAL			20

Specifications – Fire Hydrants

Fire hydrants shall meet or exceed **AWWA C502**, latest revisions. Rated water working pressure shall be 150 psi, test pressure shall be 300 psi, and hydrants shall include the following specific design criteria:

1. The main valve closure shall be of the compression type, opening against the pressure and closing with the pressure. Traffic feature to be designed so that the nozzle section of the hydrant can be rotated (by degree) to full 360-degree circle during field installation, if necessary.
2. The main valve closure shall not be less than 5 ¼” and designed so that removal of seat, drain valve mechanism, internal rod and all working parts can be removed through the top of the hydrant. These parts shall be removable without disturbing the ground line joint or the nozzle section of the fire hydrant. The bronze seat shall be threaded into mating threads of bronze for easy field removal.
3. The operating nut, main stem, coupling and main valve assembly shall be capable of withstanding input torque of 200 ft/lbs., in opening and closing directions. There shall be an internal top housing, with triple O-rings, to seal operating threads from the waterway and accommodate an anti-friction washer.
4. Nozzle section of hydrant shall be designed to permit field replacement of damaged threads without special tools, excavation, or disturbing the ground line joint. Threading of the nozzles and shape operating nut shall be per City of Sherman.
5. Hydrants shall have a **storz pumper** connection.
6. Direction of opening shall be clockwise.
7. Hydrant color shall be aluminum.
8. Lower barrel shall be stenciled: Sherman, TX
9. Fire hydrants shall be **Mueller Super Centurion, Waterous Pacer, American AVK nostalgic (2780), Clow Medallion, or M & H style 129.**

FIRE HYDRANTS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2'	1		
2 1/2'	1		
3'	5		
3 1/2'	5		
4'	10		
4 1/2'	10		
5'	10		
5 1/2'	5		
6'	3		
6 1/2'	3		
7'	2		
TOTAL			

FIRE HYDRANT EXTENSION KIT			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
6"	10		
12"	5		
TOTAL			

TRAFFIC FLANGE REPAIR KIT			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
N/A	10		
TOTAL			

MAIN VALVE REPAIR KIT			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
N/A	10		
TOTAL			

Specifications – Stainless Steel Repair Clamps

1. **Shell** – 304 Stainless Steel , 18 to 28 gauge, depending on size.
2. **Sidebars** – Heavy gauge 304 Stainless Steel, GTWA welded to form, permanent fusion with shell.
3. **Lugs** – 304 Stainless Steel, fused to sidebar by GMAW weld.
4. **Bolts** – 304 Stainless Steel, 4-inch clamps and small use ½” UNC rolled thread, 6- inch clamps and larger use 5/8” rolled threads. Bolts are GMAW welded to sidebar.
5. **Nuts** – Heavy hex, 304 Stainless Steel, 4-inch clamps and smaller use ½” UNC thread, 6-inch clamps and larger use 5/8” UNC threads. Nuts coated to prevent galling.
6. **Washers** – 5/8” 304 Stainless Steel flat washers, on sizes 13/55 and larger. ½” or 5/8” plastic washer between nut or Stainless Steel washer and lift bar, on all sizes.
7. **Armors** – Heavy gauge 304 Stainless Steel, bonded to gasket to bridge gap at lug area.
8. **Lifter Bars** – 304 Stainless Steel, lip curved to hold position while tightening. Heavy gauge to serve as bearing surface for nuts.
9. **Gaskets** – Virgin SBR rubber compounded for water and sewer service, in accordance with ASTM D 2000 MMA 610 resistance.

REPAIR CLAMPS ROMAC - SS1 STAINLESS STEEL OR EQUAL (FOR D.I. & C900 PVC)			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2" x 8"	50		
2" x 10"	50		
2" x 12"	50		
2" x 16"	50		
4" x 8"	50		
4" x 10"	50		
4" x 12"	50		
4" x 16"	50		
4" x 20"	10		
6" x 8"	100		
6" x 10"	100		
6" x 12"	100		
6" x 16"	50		
6" x 20"	25		
8" x 8"	25		
8" x 10"	25		
8" x 12"	50		
8" x 16"	50		
8" x 20"	25		
10" x 8"	20		
10" x 10"	20		
10" x 12"	25		
10" x 16"	25		
10" x 20"	10		
12" x 8"	10		
12" x 10"	10		
12" x 12"	25		
12" x 16"	25		
12" x 20"	25		
14" x 24"	6		
16" x 24"	6		
18" x 24"	6		
20" x 24"	6		
24" x 24"	6		
TOTAL			

Specifications – Stainless Steel Tapping Sleeves

1. **Flange** – Ductile iron that meets or exceeds ASTM A536 standards. All flanges in accordance with ANSI class 125 and 150 drilling and recess to accept tapping valve.
2. **Stainless Steel** – Meets or exceeds ASTM A 240 type 304 USN-designated S30400.
3. **Outlet** – Heavy gauge 304L Stainless Steel. Fused to shell by GMAW weld on the outside and GTAW weld on the inside.
4. **Shell** – Heavy gauge Stainless Steel top half 304L, back half 304.
5. **Side Bars** – Heavy gauge 304 Stainless Steel, GTAW welded to form permanent fusion with shell.
6. **Lugs** – 304 Stainless Steel, fused to sidebar by GMAW welding.
7. **Bolts** – 304 Stainless Steel, bolts are to be GMAW welded to sidebar.
8. **Nuts** – Heavy hex, coated to prevent galling.
9. **Armors** – Heavy gauge 304 Stainless Steel.
10. **Lifter Bars** – 304 Stainless Steel lip curved to hold position while tightening. Heavy gauge to serve as bearing surface for nuts.
11. **Gaskets** – Virgin SBR rubber compounded for water and sewer service, in accordance with ASTM D 2000 MMA610. Grid pattern and tapered ends to assure seal around full circumference of pipe. Working pressure up to 200 psi. Test pressure of 300 psi.
12. **Welds** – GMAW and GTAW weld process. 308L Stainless Steel filler wire used as appropriate. Flange weld-GMAW type proprietary process. All welds will be fully passivated to enhance corrosion resistance.

STAINLESS STEEL TAPPING SLEEVE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4" x 4"	4		
6" x 4"	6		
6" x 6"	10		
8" x 4"	1		
8" x 6"	4		
8" x 8"	4		
10" x 4"	1		
10" x 6"	4		
10" x 8"	2		
10" x 10"	2		
12" x 4"	1		
12" x 6"	2		
12" x 8"	2		
12" x 10"	2		
12" x 12"	2		
14" x 6"	1		
14" x 8"	1		
14" x 10"	1		
14" x 12"	1		
16" x 6"	1		
16" x 8"	1		
16" x 10"	1		
16" x 12"	1		
18" x 6"	1		
18" x 8"	1		
18" x 10"	1		
18" x 12"	1		
20" x 6"	1		
20" x 8"	1		
20" x 10"	1		
20" x 12"	1		
24" x 6"	1		
24" x 8"	1		
24" x 10"	1		
24" x 12"	1		
TOTAL			

BRASS PIPE FITTINGS - <u>NO LEAD BRASS</u>			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
1/2" CLOSE NIPPLE	50		
1/2" x 1 1/2" NIPPLE	50		
1/2 x 2" NIPPLE	50		
1/2" x 2 1/2" NIPPLE	50		
1/2" x 3" NIPPLE	50		
1/2" x 3 1/2" NIPPLE	50		
1/2" x 4" NIPPLE	50		
1/2" x 4 1/2" NIPPLE	50		
1/2" x 5 NIPPLE	50		
1/2" x 5 1/2 NIPPLE	50		
1/2" x 6 NIPPLE	50		
1/2 x 6 1/2 " NIPPLE	50		
1/2" x 1/2" 90 ELL	100		
1/2" STREET 90 ELL	100		
1/2" TEE	50		
1/2" COUPLING	100		
1/2" x 3/4 BELL REDUCER	200		
1/2" x 3/4" BUSHING REDUCER	200		
1/2" MIP PLUG	200		
COMPRESSION COUPLING FOR 1/2" COPPER	100		
COMPRESSION COUPLING FOR 1/2" IRON PIPE	100		
1/2" HOSE BIB	50		
3/4" CLOSE NIPPLE	600		
3/4" x 1 1/2" NIPPLE	600		
3/4" x 2" NIPPLE	600		
3/4" x 2 1/2" NIPPLE	600		
3/4" x 3" NIPPLE	600		
3/4" x 3 1/2" NIPPLE	200		
3/4" x 4" NIPPLE	200		
3/4" x 4 1/2" NIPPLE	100		
3/4" x 5" NIPPLE	100		
3/4" HOSE BIB	50		
3/4" x 5 1/2" NIPPLE	50		
3/4" x 6" NIPPLE	50		
3/4" x 6 1/2" NIPPLE	50		
3/4" 90 ELL	300		
3/4" TEE	200		

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BRASS PIPE FITTINGS - <u>NO LEAD BRASS</u>			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
3/4" COUPLING	500		
3/4" x 1/2" 90 ELL	1000		
3/4" STREET 90 ELL	200		
3/4" C.F. x M.I.P. ADAPTER	500		
3/4" C.F. x C.F. THREE PART UNION	200		
COMPRESSION COUPLING FOR 3/4" COPPER	300		
COMPRESSION COUPLING FOR 3/4" IRON PIPE	100		
1" CLOSE NIPPLE	300		
1" x 1 1/2" NIPPLE	300		
1" x 2" NIPPLE	300		
1" x 2 1/2" NIPPLE	300		
1" x 3" NIPPLE	100		
1" x 3 1/2" NIPPLE	100		
1" x 4" NIPPLE	100		
1" x 4 1/2" NIPPLE	100		
1" x 5" NIPPLE	100		
1" x 5 1/2" NIPPLE	100		
1" x 6" NIPPLE	100		
1" x 6 1/2" NIPPLE	50		
1" 90 ELL	200		
1" STREET 90 ELL	100		
1" TEE	200		
1" COUPLING	300		
1" x 3/4" BELL REDUCER	300		
1" x 3/4" BUSHING REDUCER	300		
1" x 3/4" 90 ELL	200		
1" C.F. x M.I.P. ADAPTER	200		
1" C.F. x C.F. THREE PART UNION	200		
COMPRESSION COUPLING FOR 1" I.P.	200		
COMPRESSION COUPLING FOR 1" I.P.	100		
1 1/2" x CLOSE NIPPLE	10		

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BRASS PIPE FITTINGS - <u>NO LEAD BRASS</u>			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
1 1/2" x 3" NIPPLE	10		
1 1/2" x 4" NIPPLE	10		
1 1/2" x 5" NIPPLE	10		
1 1/2" x 6" NIPPLE	10		
1 1/2" x 7" NIPPLE	10		
1 1/2" x 8" NIPPLE	10		
1 1/2" x 1" BUSHING REDUCER	10		
1 1/2" x 1" BELL REDUCER	10		
1 1/2" COUPLING	10		
1 1/2" 90 ELL	10		
1 1/2" TEE	10		
1 1/2" x 1 1/4" BUSHING REDUCER	10		
1 1/2" C.F. x M.I.P. ADAPTER	25		
1 1/2" C.F. x C.F. THREE PART UNION	50		
COMPRESSION COUPLING FOR 1 1/2"	50		
2" x CLOSE NIPPLE	10		
2" x 3" NIPPLE	10		
2" x 4" NIPPLE	10		
2" x 5" NIPPLE	10		
2" x 6" NIPPLE	10		
2" x 7" NIPPLE	10		
2" x 8" NIPPLE	10		
2" x 1 1/2" REDUCING BUSHING	10		
2" x 1 1/2" BELL REDUCER	10		
2" COUPLING	10		
2" 90 ELL	10		
2" TEE	10		
2" C.F. x M.I.P. ADAPTER	25		
2" C.F. x C.F. THREE PART UNION	20		
COMPRESSION COUPLING FOR 2" COPPER (FORD C44-	20		
COMPRESSION COUPLING FOR 2" I.P.	20		
TOTAL			

METER COUPLINGS -- NO LEAD BRASS				
SIZE	ESTIMATED USAGE	UNIT PRICE		EXTENDED PRICE
5/8" - 1/4 BEND METER COUPLING	500			
3/4" - 1/4 BEND METER COUPLING	500			
1" - 1/4 BEND METER COUPLING	100			
TOTAL				

CURB STOPS -- NO LEAD BRASS				
SIZE	ESTIMATED USAGE	UNIT PRICE		EXTENDED PRICE
3/4" F.I.P. x 3/4" F.I.P.	200			
3/4" F.I.P. x 3/4" C.F.	500			
3/4" F.I.P. x 3/4" PACK JOINT COPPER	200			
1" F.I.P. x 1" F.I.P.	200			
1" F.I.P. x 1" C.F.	200			
1" F.I.P. x 1" PACK JOINT COPPER	100			
1 1/2" F.I.P. x 1 1/2" F.I.P.	20			
1 1/2" F.I.P. x 1 1/2" C.F.	30			
1 1/2" F.I.P. x 1 1/2" PACK JOINT COPPER	30			
2" F.I.P. x 2" F.I.P.	30			
2" F.I.P. x 2" C.F.	30			
2" F.I.P. x 2" PACK JOINT COPPER	30			
TOTAL				

CORPORATION STOPS (FULL PORT) - NO LEAD BRASS				
SIZE	ESTIMATED USAGE	UNIT PRICE		EXTENDED PRICE
3/4" C.C. x 3/4" C.F.	300			
3/4" C.C. x 3/4" PACK JOINT COPPER	100			
1" C.C. x 1" C.F.	200			
1" C.C. x 1" PACK JOINT COPPER	100			
1 1/2" C.C. x 1 1/2" C.F.	100			
1 1/2" C.C. x 1 1/2" PACK JOINT COPPER	50			
2" C.C. x 2" C.F.	100			
2" C.C. x 2" PACK JOINT COPPER	50			
TOTAL				

COPPER TUBE TYPE "K" - 60' ROLL				
SIZE	ESTIMATED USAGE	UNIT PRICE		EXTENDED PRICE
3/4"	1 ROLL			
1"	1 ROLL			
1 1/2"	1 ROLL			
40' ROLLS	1 ROLL			
TOTAL				

POLY (MUNICIPEX)				
SIZE	ESTIMATED USAGE	UNIT PRICE		EXTENDED PRICE
3/4"	75 ROLLS			
1"	50 ROLLS			
1 1/2"	20 ROLLS			
2"	20 ROLLS			
TOTAL				

SERVICE SADDLES				
DOUBLE STRAP SERVICE STRADDLES				
NYLON COATED SADDLES WITH STAINLESS STEEL STRAPS				
ROMAC STYLE 202N or		ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
PIPE SIZE	SERVICE			
4"	3/4"	100		
4"	1"	50		
4"	1 1/2"	10		
4"	2"	10		
6"	3/4"	500		
6"	1"	200		
6"	1 1/2"	25		
6"	2"	25		
8"	3/4"	100		
8"	1"	100		
8"	1 1/2"	15		
8"	2"	15		
10"	3/4"	50		
10"	1"	50		
10"	1 1/2"	15		
10"	2"	15		
12"	3/4"	50		
12"	1"	25		
12"	1 1/2"	15		
12"	2"	15		
14"	3/4"	6		
14"	1"	6		
14"	1 1/2"	6		
14"	2"	6		
16"	3/4"	4		
16"	1"	4		
16"	1 1/2"	4		
16"	2"	4		
18"	3/4"	4		
18"	1"	4		
18"	1 1/2"	4		
18"	2"	4		
20"	3/4"	4		
20"	1"	4		
20"	1 1/2"	4		
20"	2"	4		
24"	3/4"	4		

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24"	1"	4		
24"	1 1/2"	4		
24"	2"	4		
ROMAC STYLE 101N OR EQUAL		ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
PIPE SIZE	SERVICE			
2"	3/4"	100		
2"	1"	75		
TOTAL				

ADJUSTABLE CAST IRON VALVE BOX 24" TO 36"			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
BOX & LID	100		
BOX	100		
LID	100		
TOTAL			

VALVE BOX RISERS (CAST IRON)			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
1"	40		
2"	40		
3"	40		
4"	40		
6"	40		
TOTAL			

MANHOLE GASKETS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	20		
6"	20		
8"	20		
10"	20		
12"	10		
15"	10		
18"	10		
21"	10		
24"	10		
TOTAL			

MANHOLE RING & LID 32"			
DESCRIPTION	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
RING & LID	50		
RING	50		
LID	50		
VENTILATED MANHOLE	2		
RING & LID (BOLT DOWN)	10		
TOTAL			

MANHOLE EXTENSION RINGS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
32"x 2"	20		
32" x 3"	20		
32" x 4"	20		
32" x 6"	20		
TOTAL			

METER BOXES				
DESCRIPTION	PART #	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
PLASTIC METER BOX WITH LID	DFW 300 OR EQUAL	400		
LIDS	(FOR ABOVE)	200		
CONCRETE METER BOX WITH LID	BROOKS #37-H OR EQUAL	10		
LIDS	(FOR ABOVE)	20		
CONCRETE METER BOX WITH LID	BROOKS #37-H OR EQUAL	10		
LIDS	(FOR ABOVE)	20		
PLASTIC METER BOX WITH LID	DFW 1600 OR EQUAL	100		
LIDS	(FOR ABOVE)	100		
TOTAL				

FIBERGLASS MANHOLES			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4'	10		
5'	10		
6'	10		
7'	10		
8'	10		
TOTAL			

4" SCHEDULE 40 DRAIN FITTINGS			
TYPE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
22 1/2	100		
45	100		
90	100		
SAN TEE	100		
2-WAY TEE	100		
CAP	100		
GLUE TO F. ADAPTOR	100		
THREAD PLUG	100		
TOTAL			

4" SEWER TAPPING SADDLES -- PREDCO STS 4-E OR EQUAL				
SIZE	ESTIMATED USAGE	UNIT PRICE		EXTENDED PRICE
4" SADDLE TEE (FERNCO)	1 ROLL	200		
INSERTA TEE	1 ROLL	100		
WRAP-AROUND FERNCO 4" x 6"	1 ROLL	200		
WRAP-AROUND FERNCO 4" x 8"	1 ROLL	100		
TOTAL				

CLAY TILE X SDR 35 PVC ADAPTERS - FERNCO OR EQUAL				
SIZE	ESTIMATED USAGE	UNIT PRICE		EXTENDED PRICE
4" PVC x 4" PVC (SCL 40)	1 ROLL	200		
4" CLAY x 4" PVC (SCL 40)	1 ROLL	100		
6" CLAY x 6" PVC	1 ROLL	200		
6" PVC x 6" PVC	1 ROLL	100		
8" CLAY x 8" PVC	1 ROLL	200		
8" PVC x 8" PVC	1 ROLL	100		
10" CLAY x 10" PVC	1 ROLL	200		
10" PVC x 10" PVC	1 ROLL	100		
12" CLAY x 12" PVC	1 ROLL	200		
12" PVC x 12" PVC	1 ROLL	100		
15" CLAY x 15" PVC	1 ROLL	200		
15" PVC x 15" PVC	1 ROLL	100		
18" CLAY x 18" PVC	1 ROLL	200		
18" PVC x 18" PVC	1 ROLL	100		
21" CLAY x 21" PVC	1 ROLL	200		
21" PVC x 21" PVC	1 ROLL	100		
24" CLAY x 24" PVC	1 ROLL	200		
24" PVC x 24" PVC	1 ROLL	100		
TOTAL				

GRAND TOTAL FOR NON-PVC BID SECTION

\$_____

PVC WATER PIPE

SIZE	TYPE - 20' JOINT	ESTIMATED USAGE (L.F.)	UNIT PRICE (PER L.F.)	EXTENDED PRICE
2"	CLASS 200 PSI	500		
4"	CLASS 150 DR 18 (C.I.O.D.) PER AWWA	200		
6"	CLASS 150 DR 18 (C.I.O.D.) PER AWWA	2000		
8"	CLASS 150 DR 18 (C.I.O.D.) PER AWWA	1000		
10"	CLASS 150 DR 18 (C.I.O.D.) PER AWWA	200		
12"	CLASS 150 DR 18 (C.I.O.D.) PER AWWA	100		
14"	DR 18 (C.I.O.D.) PER AWWA STANDARD C905	80		
16"	DR 18 (C.I.O.D.) PER AWWA STANDARD C906	80		
18"	DR 18 (C.I.O.D.) PER AWWA STANDARD C907	80		
20"	DR 18 (C.I.O.D.) PER AWWA STANDARD C908	160		
24"	DR 18 (C.I.O.D.) PER AWWA STANDARD C909	80		
TOTAL				

PVC SEWER PIPE

SIZE	TYPE - 20' JOINT	ESTIMATED USAGE (L.F.)	UNIT PRICE (PER L.F.)	EXTENDED PRICE
4"	SCHEDULE 40 PVC	600		
4"	DR 35 (P.S. 46) PMS-O.D. PER ASTM D3034	100		
6"	DR 35 (P.S. 46) PMS-O.D. PER ASTM D3034	2000		
8"	DR 35 (P.S. 46) PMS-O.D. PER ASTM D3034	800		
10"	DR 35 (P.S. 46) PMS-O.D. PER ASTM D3034	600		
12"	DR 35 (P.S. 46) PMS-O.D. PER ASTM D3034	600		
15"	DR 35 (P.S. 46) PMS-O.D. PER ASTM D3034	400		
18"	DR 35 (P.S. 46) PMS-O.D. PER ASTM F679	400		
21"	DR 35 (P.S. 46) PMS-O.D. PER ASTM F679	100		
24"	DR 35 (P.S. 46) PMS-O.D. PER ASTM F679	100		
TOTAL				

SCHEDULE 40 PIPE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
1/2"	100		
3/4"	300		
1"	300		
1 1/4"	100		
1 1/2"	100		
2"	100		
3"	60		
TOTAL			

GRAND TOTAL FOR PVC BID SECTION \$ _____

EVALUATION PROCESS

All submitted proposals will be reviewed by the City of Sherman for compliance with the specified RFP requirements. The selection committee will decide proposals which meet the RFP requirements and receive further evaluation.

Based on the firms' response to the RFP requirements, the selection committee will determine the top firm(s) capable of meeting the needs of the City for such services. The City may invite the top firm(s) for an interview before considering a contract. Once the firm has been selected, the City will submit an agreement to the City Council for approval. The following evaluation criteria will be considered by the selection committee.

BEST VALUE EVALUATION CRITERIA

- 30% Pricing
- 30% References
- 40% Qualifications (when applicable, will include past performance of services for the City of Sherman)

TERM

Term for Non-PVC Contract

The initial term for the Non-PVC contract will be for a period of one (1) year, commencing on the date of awarding. The City shall have the option to request additional extensions of this contract for four (4) additional terms of one (1) year each (each a "renewal term") on the same terms and conditions of this contract by giving written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

Term for PVC Contract

The initial term for the PVC contract will be for a period of six (6) months, commencing on the date of awarding. The City shall have the option to request additional extensions of this contract for four (4) additional terms of six (6) months each (each a "renewal term") on the same terms and conditions of this contract by giving written notice of its intent to extend prior to the expiration of the then-current six (6) month term.

NOTE: Any optional contract extensions will require authorized signatures from both the City and the awarded vendor.

Contractor References

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Exhibit C

City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

- A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.
- B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.
- C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – “X” means that the following coverage is required for this Agreement.

	Coverage Required	Limits
<u> X </u>	1. Worker’s Compensation & Employer’s Liability	▪ Statutory Limits of the State of Texas
<u> X </u>	2. General Liability	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	3. XCU Coverage	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	4. Professional Liability	▪ Minimum \$1,000,000.00 each claim; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of \$ 2,000,000.00.
<u> X </u>	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.	
<u> X </u>	7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

- X 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).
- X 10. The Certificate of Insurance must state the project title.
- ___ 11. Other Insurance Requirements (State Below):

Exhibit D
Affidavit of No Prohibited Interest

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other: _____.

_____ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ____ day of _____, 2022.

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 _____, 2022.

Notary Public in and for the State of _____
My commission expires: _____

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

TEXAS ETHICS FORM 1295 & VERIFICATION FORM 2270

NOTE: TEC Form 1295 will not be required for all submitting contractors, but, will be required from the recommended contractor prior to award. Verification Form 2270 is required with all proposal submittals. See next page for forms.

INSTRUCTIONS for State Law Mandated Certificate of Interested Parties Form (Form 1295)

1. Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Sherman City Council must be accompanied by an original signature unsworn declaration, Certificate of Interested Parties, Form 1295.
2. Form 1295 must be completed in accordance with the TEC Rules: (<https://www.ethics.state.tx.us/legal/ch46.html>) and Section 2252.908 of the Texas Government Code, as amended: (<http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB01295F.htm>).
3. For questions or issues regarding the TEC rules and state law provisions and how Form 1295 should be completed, please consult with your own legal counsel.
4. In order to fill out and submit Form 1295, you will need to log in as directed on the TEC website: <https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm>

Tutorials for creating an account and for creating and submitting Form 1295 may also be found on this web page.
5. Please provide the bolded information exactly as it appears below when creating your certificate:

Who is the contract with? Click the button for **Other**

Governmental Entity

Agency/Entity Name: **City of Sherman**

Contract ID Number: **2022-07**

Description of Goods and Services to be provided: **Annual Supply of Water & Sewer Parts and Supplies**
6. All other fields as required or as applicable to the individual vendor must be completed as explained in the tutorial video.
7. Vendors must provide a signed, original signature copy of this form along with four signed, notarized, original signature copies of the contract no later than 14 days after Notice of Recommendation for Award is received. All documents shall be signed by an Officer, Director or other Authorized Agent of the company. If the individual signing as Authorized Agent is not an officer or director of the company, appropriate documentation must be included with these documents to confirm that the individual has the authority to bind the company contractually.

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,
2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name & Title: _____

Firm Name: _____

Date Signed: _____

NOTARIZATION

THE STATE OF _____)

COUNTY OF _____)

BEFORE ME, the undersigned notary public on this day personally appeared _____, on behalf of _____ (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 201__.

NOTARY PUBLIC IN AND
FOR THE STATE OF _____

The following definitions apply to Texas Government Code Section 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

Specifications

Resilient Seat Wedge Gate Valves

1. Valve shall conform to **AWWA C509-87**, Standard for resilient Seated Gate Valves.
2. Wedge shall be constructed of cast or ductile iron, fully encapsulated in synthetic rubber.
3. Wedge rubber shall be molded in place and bonded to the iron portion, and shall not be mechanically attached with screws, rivets, or similar fasteners.
4. Wedge shall seat against seating surface arranged symmetrically about the center line of the operation stem, so that seating is equally effective regardless of the direction of pressure unbalance across the wedge.
5. All seating surfaces in the body shall be inclined to be vertical at a minimum angle of 32 degrees (when stem is in a vertical position) to eliminate abrasive wear of rubber sealing surfaces.
6. Stem shall be sealed by at least two O-rings; all stem seals shall be replaceable with valve fully open and while subject to full rated pressure.
7. Waterway shall be smooth and shall have no depressions or cavities in seat area where foreign material can be lodged and prevent closure or sealing.
8. Valve body and bonnet shall be epoxy coated, inside and out, with fusion bonded epoxy. Coating shall conform to **AWWA C550-90**, Standard for Protective Interior Coatings for Valves and Hydrants.
9. Gate valves shall be **Mueller A2360, AFC 500, AVK 25/00, or M & H style 7000**.

BID SECTION FOR NON-PVC ONLY

FLANGED X M.J. GATE VALVE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2"	6	475.00	2850.00
4"	15	518.68	7780.20
6"	25	739.20	18480.00
8"	15	1176.29	17644.35
10"	2	1833.90	3667.80
12"	4	2320.43	9281.72
14"	1	7653.31	7653.31
16"	1	8301.42	8301.42
18"	1	13587.64	13587.64
20"	1	16318.37	16318.37
24"	1	23202.70	23202.70
TOTAL			128767.51

M.J. GATE VALVES				
SIZE	SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2"	2"	20	366.39	7327.80
4"	4"	20	518.68	10373.60
6"	6"	50	739.20	36960.00
8"	8"	10	1176.29	11762.90
10"	10"	10	1833.90	18339.00
12"	12"	10	2320.43	23204.30
14"	14"	1	7653.31	7653.31
16"	16"	1	8301.42	8301.42
18"	18"	1	13587.64	13587.64
20"	20"	1	16318.37	16318.37
24"	24"	1	23202.70	23202.70
TOTAL				177031.04

FLANGED X FLANGE GATE VALVE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	2	574.06	1148.12
6"	2	766.89	1533.78
8"	2	1199.04	2398.08
10"	2	1904.11	3808.22
12"	2	2299.67	4599.34
16"	2	8301.42	16602.84
18"	2	13587.65	27175.30
20"	2	16318.37	32636.74
24"	2	23202.70	46405.40
TOTAL			136307.82

FLANGE BOLTS & GASKETS - STAINLESS STEEL				
SIZE	SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	4"	15	20.15	302.25
6"	6"	25	27.79	694.75
8"	8"	15	30.62	459.30
10"	10"	5	60.17	300.85
12"	12"	5	63.85	319.25
TOTAL				2076.40

Butterfly Valves

Butterfly valves and operators shall conform to AWWA standards for rubber-seated butterfly valves, AWWA Standard C504, and to these specifications:

1. Type of body shall be short body, flanged or mechanical joint.
2. Body material shall be cast iron or ductile iron.
3. Class shall be specified on the plans or contract specifications.
4. Shaft shall be type 304 or 316 stainless steel.
5. Flanged holes shall be drilled to full size.
6. Valve seat shall be natural rubber or Buna-N and polished stainless steel, type 304 or 316, 90-degree seating angle only, with a 360-degree, uninterrupted seating surface.
7. Shaft seals shall be standard split-V packing or double O-ring seal cartridges.
8. Disc shall be ductile iron, cast iron, or fabricated steel.
9. Operating nuts shall be ductile iron.

BID SECTION FOR NON-PVC ONLY

M.J. x M.J. BUTTERFLY VALVE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
12"	1	1611.76	1611.76
14"	1	2168.24	2168.24
16"	1	2592.94	2592.94
18"	1	3340.00	3340.00
20"	1	3955.29	3955.29
24"	1	6450.59	6450.59
TOTAL			20118.82

FLANGED x M.J. BUTTERFLY VALVE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
12"	1	2294.12	2294.12
14"	1	3576.47	3576.47
16"	1	4254.12	4254.12
18"	1	4781.18	4781.18
20"	1	6430.59	6430.59
24"	1	8928.24	8928.24
TOTAL			30264.72

FLANGED x FLANGED BUTTERFLY VALVE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
12"	1	1611.76	1611.76
14"	1	2168.24	2168.24
16"	1	2592.94	2592.94
18"	1	3340.00	3340.00
20"	1	3955.29	3955.29
24"	1	6450.59	6450.59
TOTAL			20118.82

Ductile Iron Mechanical Joint Fittings

Fittings shall be cast from ductile iron in accordance with **ANSI/AWWA C153/A21.53** with mechanical joint bells. Glands, bolts, nuts, and gaskets shall be in accordance with requirements of **ANSI/AWWA C153/A21.53**. Fittings shall be listed by an approved certifying agency as conforming to the requirements of **ANSI/NSF 61**. The working pressure rating shall be 350 psi. Fittings shall have an asphaltic outside coating in accordance with **ANSI/AWWA C153/A21.53**. Fittings shall be cement lined and seal coated in accordance with **ANSI/AWWA C104/A21.4** and listed by an approved certifying agency as conforming to the requirements of **ANSI/NSF 61**.

BID SECTION FOR NON-PVC ONLY

M.J. CAPS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2"	5	33.69	168.45
4"	5	24.41	122.05
6"	10	42.97	429.70
8"	5	70.31	351.55
10"	6	87.88	527.28
12"	6	131.34	788.04
TOTAL			2387.07

M.J. SOLID SLEEVE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	5	57.13	285.65
6"	20	95.89	1913.80
8"	10	153.80	1538.00
10"	6	184.07	1104.42
12"	6	247.54	1485.24
14"	2	373.99	747.98
16"	2	473.11	946.22
18"	2	623.97	1247.94
20"	2	753.36	1506.72
24"	2	991.61	1983.22
TOTAL			12759.19

M.J. PLUGS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2"	5	32.22	161.10
4"	5	30.27	151.35
6"	10	56.64	566.40
8"	5	83.49	417.45
10"	6	145.49	872.94
12"	6	143.54	861.24
TOTAL			3030.48

M.J. BENDS				
SIZE	BEND	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2"	90	4	125.97	503.88
4"	90	4	64.45	257.80
6"	90	20	105.46	2109.20
8"	90	10	152.33	1523.30
10"	90	6	241.19	1447.14
12"	90	2	324.68	649.36
14"	90	1	541.46	541.46
16"	90	1	734.80	734.80
18"	90	1	913.00	913.00
20"	90	1	1272.34	1272.34
24"	90	1	1899.24	1899.24
2"	45	4	83.50	334.00
4"	45	4	53.71	214.84
6"	45	8	85.45	683.60
8"	45	6	124.51	747.06
10"	45	4	179.67	718.68
12"	45	4	268.53	1074.12
14"	45	1	421.35	421.35
16"	45	1	525.34	525.34
18"	45	1	777.76	777.76
20"	45	1	829.52	829.52
24"	45	1	1260.14	1260.14
TOTAL			19437.93	

BID SECTION FOR NON-PVC ONLY

M.J. REDUCERS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4" x 2"	10	103.51	1035.10
6" x 2"	4	100.58	402.32
6" x 4"	15	61.52	922.80
8" x 4"	1	83.49	83.49
8" x 6"	1	89.35	89.35
10" x 4"	1	135.25	135.25
10" x 6"	2	114.25	228.50
10" x 8"	2	125.97	251.94
12" x 4"	1	171.86	171.86
12" x 6"	3	150.87	452.61
12" x 8"	1	153.80	153.80
12" x 10"	1	170.88	170.88
14" x 12"	1	268.53	268.53
16" x 12"	1	348.60	348.60
18" x 12"	1	536.58	536.58
20" x 12"	1	596.62	596.62
24" x 12"	1	912.52	912.52
TOTAL			6760.75

M.J. BENDS				
SIZE	BEND	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2"	22 1/2	4	87.88	351.52
4"	22 1/2	4	50.78	203.12
6"	22 1/2	4	77.64	310.56
8"	22 1/2	4	121.58	486.32
10"	22 1/2	4	179.19	716.76
12"	22 1/2	2	234.85	469.70
14"	22 1/2	1	426.72	426.72
16"	22 1/2	1	503.86	503.86
18"	22 1/2	1	638.61	638.61
20"	22 1/2	1	866.62	866.62
24"	22 1/2	1	1163.47	1163.47
4"	11 1/4	2	48.83	97.66
6"	11 1/4	2	81.54	163.08
8"	11 1/4	2	110.34	220.68
10"	11 1/4	2	178.21	356.42
12"	11 1/4	2	220.20	440.40
14"	11 1/4	1	486.78	486.78
16"	11 1/4	1	533.15	533.15
18"	11 1/4	1	806.08	806.08
20"	11 1/4	1	816.33	816.33
24"	11 1/4	1	1089.74	1089.74
TOTAL				11147.58

BID SECTION FOR NON-PVC ONLY

****CONTINUED FROM LEFT COLUMN****

M.J. TEE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4" x 2"	4	453.58	1814.32
4" x 4"	5	84.47	422.35
6" x 2"	4	353.00	1412.00
6" x 4"	4	140.81	562.44
6" x 6"	20	151.35	3027.00
8" x 4"	1	163.56	163.56
8" x 6"	6	187.48	1124.88
8" x 8"	2	226.54	453.08
10" x 4"	1	249.49	249.49
10" x 6"	2	242.17	484.34
10" x 8"	2	283.18	566.36
10" x 10"	2	323.21	646.42
12" x 4"	1	306.13	306.13
12" x 6"	3	306.13	918.39
12" x 8"	1	352.02	352.02
12" x 10"	1	452.60	452.60
12" x 12"	4	451.13	1804.52
14" x 6"	1	487.26	487.26
14" x 8"	1	552.20	552.20
14" x 10"	1	735.78	735.78
14" x 12"	1	790.46	790.46
14" x 14"	1	748.47	748.47
16" x 6"	1	628.36	628.36
16" x 8"	1	682.55	682.55
16" x 10"	1	902.75	902.75
16" x 12"	1	815.85	815.85
16" x 14"	1	1113.67	1113.67
16" x 16"	1	1029.69	1029.69
18" x 6"	1	918.38	918.38
18" x 10"	1	1017.00	1017.00
18" x 12"	1	1180.07	1180.07
18" x 14"	1	1526.22	1526.22
18" x 16"	1	1593.60	1593.60
18" x 18"	1	1536.96	1536.96
20" x 6"	1	1033.11	1033.11
20" x 8"	1	1056.54	1056.54
20" x 10"	1	1429.55	1429.55
20" x 12"	1	1307.01	1307.01
20" x 14"	1	1633.64	1633.64
20" x 16"	1	1286.51	1286.51
18" x 18"	1	1536.96	1536.96
20" x 20"	1	1416.86	1416.86
24" x 6"	1	1243.54	1243.54

****continue on upper right column**

24" x 8"	1	1258.19	1258.19
24" x 10"	1	1689.29	1689.29
24" x 12"	1	1461.78	1461.78
24" x 14"	1	2002.26	2002.26
24" x 16"	1	1840.16	1840.16
24" x 18"	1	2126.27	2126.27
24" x 20"	1	2360.13	2360.13
24" x 24"	1	2101.86	2101.86
TOTAL			57802.83

M.J. CROSS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4" x 4"	2	179.67	359.34
6" x 4"	2	196.77	393.54
6" x 6"	2	220.20	440.40
8" x 4"	1	310.04	310.04
8" x 6"	1	228.49	228.49
8" x 8"	1	240.21	240.21
10" x 4"	1	303.68	303.68
10" x 6"	1	294.41	294.41
10" x 8"	1	364.72	364.72
10" x 10"	1	384.73	384.73
12" x 4"	1	376.92	376.92
12" x 6"	1	371.55	371.55
12" x 8"	1	426.72	426.72
12" x 10"	1	674.26	674.26
12" x 12"	1	674.26	674.26
TOTAL			5843.27

FLANGE TO M.J. ADAPTERS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	5	61.52	307.60
6"	5	84.47	422.35
8"	5	126.94	634.70
10"	5	220.20	1101.00
12"	5	281.72	1408.60
TOTAL			3874.25

BID SECTION FOR NON-PVC ONLY

M.J. x FLANGE 90 ADAPTERS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	5	73.73	368.65
6"	5	129.39	646.95
8"	5	225.08	1125.40
10"	5	366.67	1833.35
12"	5	526.81	2634.05
TOTAL			6608.40

*MEGA LUG 2000 SERIES			
*RESTRAINT GLANDS (FOR C900 PVC) SETS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	20	44.97	899.40
6"	100	56.29	5629.00
8"	50	75.95	3797.50
10"	20	132.25	2645.00
12"	20	138.79	2775.80
14"	10	218.69	2186.90
16"	10	285.97	2859.70
18"	10	347.17	3471.70
20"	10	425.08	4250.80
24"	10	492.34	4923.40
TOTAL			33439.20

*MEGA LUG 1100 SERIES			
*MECHANICAL JOINT ACCESSORY SET			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	20	39.13	782.60
6"	100	48.33	4833.00
8"	50	65.86	3293.00
10"	20	93.66	1873.20
12"	20	125.87	2517.40
14"	10	167.42	1674.20
16"	10	225.87	2258.70
18"	10	305.45	3054.50
20"	10	372.71	3727.10
24"	10	505.02	5050.20
TOTAL			29063.90

RESTRAINER CLAMPS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	20	51.93	1038.60
6"	50	65.01	3250.50
8"	20	108.68	2173.60
10"	20	188.86	3777.20
12"	10	206.73	2067.30
14"	10	471.52	4715.20
16"	10	479.44	4794.40
18"	10	593.81	5936.10
20"	10	838.37	8383.70
24"	10	1235.29	12352.90
TOTAL			48489.50

RESTRAINT GLAND (FOR C.I.P.)			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	20	24.87	497.40
6"	100	29.25	2925.00
8"	50	43.95	2197.50
10"	20	65.14	1302.80
12"	20	94.91	1898.20
14"	10	125.99	1259.90
16"	10	179.80	1798.00
18"	10	254.69	2546.90
20"	10	316.38	3163.80
24"	10	439.20	4392.00
TOTAL			21981.50

MECHANICAL JOINT ACCESSORY KIT			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2"	10	17.09	170.90
4"	20	21.98	439.60
6"	100	30.27	3027.00
8"	50	33.20	1660.00
10"	20	47.85	957.00
12"	20	49.32	986.40
14"	10	75.19	751.90
16"	10	80.57	805.70
18"	10	104.00	1040.00
20"	10	143.54	1435.40
24"	10	200.18	2001.80
TOTAL			13275.70

Specifications – Fire Hydrants

Fire hydrants shall meet or exceed AWWA C502, latest revisions. Rated water working pressure shall be 150 psi, test pressure shall be 300 psi, and hydrants shall include the following specific design criteria:

1. The main valve closure shall be of the compression type, opening against the pressure and closing with the pressure. Traffic feature to be designed so that the nozzle section of the hydrant can be rotated (by degree) to full 360-degree circle during field installation, if necessary.
2. The main valve closure shall not be less than 5 ¼" and designed so that removal of seat, drain valve mechanism, internal rod and all working parts can be removed through the top of the hydrant. These parts shall be removable without disturbing the ground line joint or the nozzle section of the fire hydrant. The bronze seat shall be threaded into mating threads of bronze for easy field removal.
3. The operating nut, main stem, coupling and main valve assembly shall be capable of withstanding input torque of 200 ft/lbs., in opening and closing directions. There shall be an internal top housing, with triple O-rings, to seal operating threads from the waterway and accommodate an anti-friction washer.
4. Nozzle section of hydrant shall be designed to permit field replacement of damaged threads without special tools, excavation, or disturbing the ground line joint. Threading of the nozzles and shape operating nut shall be per City of Sherman.
5. Hydrants shall have a **storz pumper** connection.
6. Direction of opening shall be clockwise.
7. Hydrant color shall be aluminum.
8. Lower barrel shall be stenciled: Sherman, TX
9. Fire hydrants shall be **Mueller Super Centurion, Waterous Pacer, American AVK nostalgic (2780), Clow Medallion, or M & H style 129.**

BID SECTION FOR NON-PVC ONLY

FIRE HYDRANTS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2'	1	2726.67	2726.67
2 1/2'	1	2726.67	2726.67
3'	5	2783.33	13916.65
3 1/2'	5	2840.00	14200.00
4'	10	2896.67	28966.70
4 1/2'	10	2953.33	29533.30
5'	10	3010.00	30100.00
5 1/2'	5	3066.67	15333.35
6'	3	3123.33	9369.99
6 1/2'	3	3180.00	9540.00
7'	2	3236.67	6473.34
TOTAL			162886.67

FIRE HYDRANT EXTENSION KIT			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
6"	10	471.89	4718.90
12"	5	555.61	2778.05
TOTAL			7496.95

TRAFFIC FLANGE REPAIR KIT			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
N/A	10	248.89	2488.90
TOTAL			2488.90

MAIN VALVE REPAIR KIT			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
N/A	10	152.22	1522.20
TOTAL			1522.20

Specifications – Stainless Steel Repair Clamps

1. **Shell** – 304 Stainless Steel , 18 to 28 gauge, depending on size.
2. **Sidebars** – Heavy gauge 304 Stainless Steel, GTWA welded to form, permanent fusion with shell.
3. **Lugs** – 304 Stainless Steel, fused to sidebar by GMAW weld.
4. **Bolts** – 304 Stainless Steel, 4-inch clamps and small use ½” UNC rolled thread, 6- inch clamps and larger use 5/8” rolled threads. Bolts are GMAW welded to sidebar.
5. **Nuts** – Heavy hex, 304 Stainless Steel, 4-inch clamps and smaller use ½” UNC thread, 6-inch clamps and larger use 5/8” UNC threads. Nuts coated to prevent galling.
6. **Washers** – 5/8” 304 Stainless Steel flat washers, on sizes 13/55 and larger. ½” or 5/8” plastic washer between nut or Stainless Steel washer and lift bar, on all sizes.
7. **Armors** – Heavy gauge 304 Stainless Steel, bonded to gasket to bridge gap at lug area.
8. **Lifter Bars** – 304 Stainless Steel, lip curved to hold position while tightening. Heavy gauge to serve as bearing surface for nuts.
9. **Gaskets** – Virgin SBR rubber compounded for water and sewer service, in accordance with ASTM D 2000 MMA 610 resistance.

BID SECTION FOR NON-PVC ONLY

REPAIR CLAMPS ROMAC - SS1 STAINLESS STEEL OR EQUAL (FOR D.I. & C900 PVC)			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2" x 8"	50	54.57	2728.50
2" x 10"	50	73.89	3684.50
2" x 12"	50	79.72	3986.00
2" x 16"	50	94.80	4730.00
4" x 8"	50	78.91	3945.50
4" x 10"	50	89.83	4491.50
4" x 12"	50	107.50	5375.00
4" x 16"	50	125.72	6286.00
4" x 20"	10	199.33	1993.30
6" x 8"	100	78.82	7882.00
6" x 10"	100	108.92	10892.00
6" x 12"	100	116.30	11630.00
6" x 16"	50	139.35	6967.50
6" x 20"	25	194.17	4854.25
8" x 8"	25	87.67	2191.75
8" x 10"	25	116.11	2902.75
8" x 12"	50	129.16	6458.00
8" x 16"	50	160.67	8033.50
8" x 20"	25	209.79	5244.75
10" x 8"	20	107.71	2154.20
10" x 10"	20	146.08	2921.60
10" x 12"	25	174.23	4355.75
10" x 16"	25	194.58	4864.50
10" x 20"	10	259.84	2598.40
12" x 8"	10	118.73	1187.30
12" x 10"	10	157.02	1570.20
12" x 12"	25	189.90	4747.50
12" x 16"	25	214.69	5367.25
12" x 20"	25	299.16	7479.00
14" x 24"	6	575.88	3455.28
16" x 24"	6	641.87	3851.22
18" x 24"	6	852.82	5116.92
20" x 24"	6	954.57	5727.42
24" x 24"	6	1410.20	8461.20
TOTAL			167934.54

Specifications – Stainless Steel Tapping Sleeves

1. **Flange** – Ductile iron that meets or exceeds ASTM A536 standards. All flanges in accordance with ANSI class 125 and 150 drilling and recess to accept tapping valve.
2. **Stainless Steel** – Meets or exceeds ASTM A 240 type 304 USN-designated S30400.
3. **Outlet** – Heavy gauge 304L Stainless Steel. Fused to shell by GMAW weld on the outside and GTAW weld on the inside.
4. **Shell** – Heavy gauge Stainless Steel top half 304L, back half 304.
5. **Side Bars** – Heavy gauge 304 Stainless Steel, GTAW welded to form permanent fusion with shell.
6. **Lugs** – 304 Stainless Steel, fused to sidebar by GMAW welding.
7. **Bolts** – 304 Stainless Steel, bolts are to be GMAW welded to sidebar.
8. **Nuts** – Heavy hex, coated to prevent galling.
9. **Armors** – Heavy gauge 304 Stainless Steel.
10. **Lifter Bars** – 304 Stainless Steel lip curved to hold position while tightening. Heavy gauge to serve as bearing surface for nuts.
11. **Gaskets** – Virgin SBR rubber compounded for water and sewer service, in accordance with ASTM D 2000 MMA610. Grid pattern and tapered ends to assure seal around full circumference of pipe. Working pressure up to 200 psi. Test pressure of 300 psi.
12. **Welds** – GMAW and GTAW weld process. 308L Stainless Steel filler wire used as appropriate. Flange weld-GMAW type proprietary process. All welds will be fully passivated to enhance corrosion resistance.

BID SECTION FOR NON-PVC ONLY

STAINLESS STEEL TAPPING SLEEVE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4" x 4"	4	416.81	1667.24
6" x 4"	6	476.35	2858.10
6" x 6"	10	490.69	4906.90
8" x 4"	1	516.35	516.35
8" x 6"	4	542.38	2169.52
8" x 8"	4	672.90	2691.60
10" x 4"	1	593.48	593.48
10" x 6"	4	599.11	2396.44
10" x 8"	2	774.69	1549.38
10" x 10"	2	918.48	1836.96
12" x 4"	1	621.26	621.26
12" x 6"	2	639.04	1278.08
12" x 8"	2	798.47	1596.94
12" x 10"	2	902.11	1804.22
12" x 12"	2	1380.72	2761.44
14" x 6"	1	803.29	803.29
14" x 8"	1	990.02	990.02
14" x 10"	1	1253.25	1253.25
14" x 12"	1	1463.98	1463.98
16" x 6"	1	943.11	943.11
16" x 8"	1	1213.87	1213.87
16" x 10"	1	1349.07	1349.07
16" x 12"	1	1696.07	1696.07
18" x 6"	1	943.11	943.11
18" x 8"	1	1226.13	1226.13
18" x 10"	1	1389.11	1389.11
18" x 12"	1	1743.45	1743.45
20" x 6"	1	1027.99	1027.99
20" x 8"	1	1271.01	1271.01
20" x 10"	1	1611.83	1611.83
20" x 12"	1	1743.85	1743.85
24" x 6"	1	1081.68	1081.68
24" x 8"	1	1332.40	1332.40
24" x 10"	1	1675.02	1675.02
24" x 12"	1	1863.78	1863.78
TOTAL			65869.93

BRASS PIPE FITTINGS - NO LEAD BRASS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
1/2" CLOSE NIPPLE	50	1.86	93.00
1/2" x 1 1/2" NIPPLE	50	2.17	108.50
1/2" x 2" NIPPLE	50	2.54	127.00
1/2" x 2 1/2" NIPPLE	50	3.02	151.00
1/2" x 3" NIPPLE	50	3.54	177.00
1/2" x 3 1/2" NIPPLE	50	4.05	202.50
1/2" x 4" NIPPLE	50	4.63	231.50
1/2" x 4 1/2" NIPPLE	50	5.03	251.50
1/2" x 5 NIPPLE	50	5.54	277.00
1/2" x 5 1/2 NIPPLE	50	6.09	304.50
1/2" x 6 NIPPLE	50	6.75	337.50
1/2" x 6 1/2" NIPPLE	50	7.82	391.00
1/2" x 1 1/2" 90 ELL	100	3.75	375.00
1/2" STREET 90 ELL	100	4.68	468.00
1/2" TEE	50	4.32	216.00
1/2" COUPLING	100	3.11	311.00
1/2" x 3/4 BELL REDUCER	200	4.92	984.00
1/2" x 3/4" BUSHING REDUCER	200	2.71	542.00
1/2" MIP PLUG	200	2.60	520.00
COMPRESSION COUPLING FOR 1/2" COPPER	100	19.04	1904.00
COMPRESSION COUPLING FOR 1/2" IRON PIPE	100	18.30	1830.00
1/2" HOSE BIB	50	5.66	283.00
3/4" CLOSE NIPPLE	600	2.69	1614.00
3/4" x 1 1/2" NIPPLE	600	2.86	1716.00
3/4" x 2" NIPPLE	600	3.39	2034.00
3/4" x 2 1/2" NIPPLE	600	3.92	2352.00
3/4" x 3" NIPPLE	600	4.54	2724.00
3/4" x 3 1/2" NIPPLE	200	5.09	1018.00
3/4" x 4" NIPPLE	200	5.91	1182.00
3/4" x 4 1/2" NIPPLE	100	6.43	643.00
3/4" x 5" NIPPLE	100	7.09	709.00
3/4" HOSE BIB	50	5.45	272.50
3/4" x 5 1/2" NIPPLE	50	7.75	387.50
3/4" x 6" NIPPLE	50	8.63	431.50
3/4" x 6 1/2" NIPPLE	50	10.12	506.00
3/4" 90 ELL	300	5.06	1518.00
3/4" TEE	200	6.23	1246.00

CONTINUE ON NEXT PAGE**

BID SECTION FOR NON-PVC ONLY

****CONTINUED**

BRASS PIPE FITTINGS - NO LEAD BRASS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
3/4" COUPLING	500	4.09	2045.00
3/4" x 1/2" 90 ELL	1000	5.54	5540.00
3/4" STREET 90 ELL	200	6.60	1320.00
3/4" C.F. x M.I.P. ADAPTER	500	13.33	6665.00
3/4" C.F. x C.F. THREE PART UNION	200	16.85	3370.00
COMPRESSION COUPLING FOR 3/4" COPPER	300	18.25	5475.00
COMPRESSION COUPLING FOR 3/4" IRON PIPE	100	20.11	2011.00
1" CLOSE NIPPLE	300	3.97	1191.00
1" x 1 1/2" NIPPLE	300	5.00	1500.00
1" x 2" NIPPLE	300	4.89	1467.00
1" x 2 1/2" NIPPLE	300	5.71	1713.00
1" x 3" NIPPLE	100	6.57	657.00
1" x 3 1/2" NIPPLE	100	7.62	762.00
1" x 4" NIPPLE	100	8.57	857.00
1" x 4 1/2" NIPPLE	100	9.55	955.00
1" x 5" NIPPLE	100	10.55	1055.00
1" x 5 1/2" NIPPLE	100	11.57	1157.00
1" x 6" NIPPLE	100	12.62	1262.00
1" x 6 1/2" NIPPLE	50	14.72	736.00
1" 90 ELL	200	7.82	1564.00
1" STREET 90 ELL	100	10.92	1092.00
1" TEE	200	11.06	2212.00
1" COUPLING	300	6.23	1869.00
1" x 3/4" BELL REDUCER	300	8.20	2460.00
1" x 3/4" BUSHING REDUCER	300	4.09	1227.00
1" x 3/4" 90 ELL	200	9.74	1948.00
1" C.F. x M.I.P. ADAPTER	200	19.03	3806.00
1" C.F. x C.F. THREE PART UNION	200	29.47	5894.00
COMPRESSION COUPLING FOR 1" I.P.	200	20.87	4174.00
COMPRESSION COUPLING FOR 1" I.P.	100	35.48	3548.00
1 1/2" x CLOSE NIPPLE	10	7.79	77.90

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BID SECTION FOR NON-PVC ONLY

****CONTINUED**

BRASS PIPE FITTINGS - NO LEAD BRASS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
1 1/2" x 3" NIPPLE	10	11.54	115.40
1 1/2" x 4" NIPPLE	10	15.02	150.20
1 1/2" x 5" NIPPLE	10	18.68	186.80
1 1/2" x 6" NIPPLE	10	22.19	221.90
1 1/2" x 7" NIPPLE	10	32.00	320.00
1 1/2" x 8" NIPPLE	10	29.46	294.60
1 1/2" x 1" BUSHING REDUCER	10	8.92	89.20
1 1/2" x 1" BELL REDUCER	10	16.71	167.10
1 1/2" COUPLING	10	13.23	132.30
1 1/2" 90 ELL	10	21.60	216.00
1 1/2" TEE	10	21.35	213.50
1 1/2" x 1 1/4" BUSHING REDUCER	10	8.92	89.20
1 1/2" C.F. x M.I.P. ADAPTER	25	58.70	1467.50
1 1/2" C.F. x C.F. THREE PART UNION	50	88.49	4424.50
COMPRESSION COUPLING FOR 1 1/2"	50	69.85	3492.50
2" x CLOSE NIPPLE	10	11.85	118.50
2" x 3" NIPPLE	10	14.77	147.70
2" x 4" NIPPLE	10	19.32	193.20
2" x 5" NIPPLE	10	23.89	238.90
2" x 6" NIPPLE	10	28.52	285.20
2" x 7" NIPPLE	10	33.37	333.70
2" x 8" NIPPLE	10	38.06	380.60
2" x 1 1/2" REDUCING BUSHING	10	13.23	132.30
2" x 1 1/2" BELL REDUCER	10	24.83	248.30
2" COUPLING	10	21.77	217.70
2" 90 ELL	10	25.26	252.60
2" TEE	10	34.99	349.90
2" C.F. x M.I.P. ADAPTER	25	107.71	2692.75
2" C.F. x C.F. THREE PART UNION	20	144.35	2887.00
COMPRESSION COUPLING FOR 2" COPPER (FORD C44-	20	94.29	1885.80
COMPRESSION COUPLING FOR 2" I.P.	20	91.10	1822.00
TOTAL			121815.25

METER COUPLINGS -- NO LEAD BRASS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
5/8" - 1/4 BEND METER COUPLING	500	14.30	7150.00
3/4" - 1/4 BEND METER COUPLING	500	14.30	7150.00
1" - 1/4 BEND METER COUPLING	100	20.40	2040.00
TOTAL			16340.00

CURB STOPS -- NO LEAD BRASS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
3/4" F.I.P. x 3/4" F.I.P.	200	53.52	10704.00
3/4" F.I.P. x 3/4" C.F.	500	62.91	31455.00
3/4" F.I.P. x 3/4" PACK JOINT COPPER	200	60.22	12044.00
1" F.I.P. x 1" F.I.P.	200	82.04	16408.00
1" F.I.P. x 1" C.F.	200	87.96	17592.00
1" F.I.P. x 1" PACK JOINT COPPER	100	91.35	9135.00
1 1/2" F.I.P. x 1 1/2" F.I.P.	20	165.78	3315.60
1 1/2" F.I.P. x 1 1/2" C.F.	30	196.49	5894.70
1 1/2" F.I.P. x 1 1/2" PACK JOINT COPPER	30	196.49	5894.70
2" F.I.P. x 2" F.I.P.	30	241.50	7245.00
2" F.I.P. x 2" C.F.	30	287.51	8625.30
2" F.I.P. x 2" PACK JOINT COPPER	30	272.37	8171.10
TOTAL			136484.40

CORPORATION STOPS (FULL PORT) - NO LEAD BRASS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
3/4" C.C. x 3/4" C.F.	300	46.91	14073.00
3/4" C.C. x 3/4" PACK JOINT COPPER	100	48.36	4836.00
1" C.C. x 1" C.F.	200	60.22	12044.00
1" C.C. x 1" PACK JOINT COPPER	100	63.59	6359.00
1 1/2" C.C. x 1 1/2" C.F.	100	142.50	14250.00
1 1/2" C.C. x 1 1/2" PACK JOINT COPPER	50	142.50	7125.00
2" C.C. x 2" C.F.	100	248.95	24895.00
2" C.C. x 2" PACK JOINT COPPER	50	235.70	11785.00
TOTAL			95367.00

BID SECTION FOR NON-PVC ONLY

COPPER TUBE TYPE "K" - 60' ROLL			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
3/4"	1 ROLL	NO BID	NO BID
1"	1 ROLL	NO BID	NO BID
1 1/2"	1 ROLL	NO BID	NO BID
40' ROLLS	1 ROLL	NO BID	NO BID
TOTAL			

POLY (MUNICIPEX)			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
3/4"	75 ROLLS	137.00	10275.00
1"	50 ROLLS	206.00	10300.00
1 1/2"	20 ROLLS	730.00	14600.00
2"	20 ROLLS	1276.00	25520.00
TOTAL			
			60695.00

SERVICE SADDLES				
DOUBLE STRAP SERVICE STRADDLES				
NYLON COATED SADDLES WITH STAINLESS STEEL STRAPS				
ROMAC STYLE 202N or		ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
PIPE SIZE	SERVICE			
4"	3/4"	100	60.85	6085.00
4"	1"	50	60.85	3042.50
4"	1 1/2"	10	83.08	830.80
4"	2"	10	83.08	830.80
6"	3/4"	500	69.96	34980.00
6"	1"	200	69.96	13992.00
6"	1 1/2"	25	86.19	2154.75
6"	2"	25	86.19	2154.75
8"	3/4"	100	81.74	8174.00
8"	1"	100	81.74	8174.00
8"	1 1/2"	15	102.01	1530.15
8"	2"	15	102.01	1530.15
10"	3/4"	50	99.09	4954.50
10"	1"	50	99.09	4954.50
10"	1 1/2"	15	124.21	1863.15
10"	2"	15	124.21	1863.15
12"	3/4"	50	116.25	5812.50
12"	1"	25	116.25	2906.25
12"	1 1/2"	15	132.38	1985.70
12"	2"	15	132.38	1985.70
14"	3/4"	6	129.63	777.78
14"	1"	6	129.63	777.78
14"	1 1/2"	6	150.50	903.00
14"	2"	6	150.50	903.00
16"	3/4"	4	155.23	620.92
16"	1"	4	155.23	620.92
16"	1 1/2"	4	171.72	686.88
16"	2"	4	171.72	686.88
18"	3/4"	4	180.08	720.32
18"	1"	4	180.08	720.32
18"	1 1/2"	4	196.86	787.44
18"	2"	4	196.86	787.44
20"	3/4"	4	197.48	789.92
20"	1"	4	197.48	789.92
20"	1 1/2"	4	235.97	943.88
20"	2"	4	235.97	943.88
24"	3/4"	4	220.39	881.56

****CONTINUE ON NEXT PAGE**

BID SECTION FOR NON-PVC ONLY****CONTINUED**

24"	1"	4	220.39	881.56
24"	1 1/2"	4	245.91	983.64
24"	2"	4	245.91	983.64
ROMAC STYLE 101N OR EQUAL		ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
PIPE SIZE	SERVICE			
2"	3/4"	100	40.88	4088.00
2"	1"	75	40.88	3066.00
TOTAL				133149.03

ADJUSTABLE CAST IRON VALVE BOX 24" TO 36"			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
BOX & LID	100	108.24	10824.00
BOX	100	94.12	9412.00
LID	100	22.35	2235.00
TOTAL			22471.00

VALVE BOX RISERS (CAST IRON)			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
1"	40	20.00	800.00
2"	40	25.88	1035.20
3"	40	28.24	1129.60
4"	40	43.53	1741.20
6"	40	55.29	2211.60
TOTAL			6917.60

MANHOLE GASKETS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	20	2.51	50.20
6"	20	3.25	65.00
8"	20	3.97	79.40
10"	20	4.80	96.00
12"	10	5.63	56.30
15"	10	21.46	214.60
18"	10	26.88	268.80
21"	10	30.82	308.20
24"	10	34.29	342.90
TOTAL			1481.40

BID SECTION FOR NON-PVC ONLY

MANHOLE RING & LID 32"			
DESCRIPTION	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
RING & LID	50	506.84	25342.00
RING	50	231.70	11585.00
LID	50	275.14	13757.00
VENTILATED MANHOLE	2	350.00	700.00
RING & LID (BOLT DOWN)	10	615.47	6154.70
TOTAL			67638.70

MANHOLE EXTENSION RINGS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
32" x 2"	20	124.92	2498.40
32" x 3"	20	176.98	3539.60
32" x 4"	20	236.47	4729.40
32" x 6"	20	327.18	6543.60
TOTAL			17311.00

METER BOXES				
DESCRIPTION	PART #	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
PLASTIC METER BOX WITH LID	DFW 300 OR EQUAL	400	21.01	8404.00
LIDS	(FOR ABOVE)	200	8.61	1722.00
CONCRETE METER BOX WITH LID	BROOKS #37-H OR EQUAL	10	80.37	803.70
LIDS	(FOR ABOVE)	20	42.52	850.40
CONCRETE METER BOX WITH LID	BROOKS #37-H OR EQUAL	10	145.37	1453.70
LIDS	(FOR ABOVE)	20	72.79	1455.80
PLASTIC METER BOX WITH LID	DFW 1600 OR EQUAL	100	37.10	3710.00
LIDS	(FOR ABOVE)	100	13.75	1375.00
TOTAL				19774.60

BID SECTION FOR NON-PVC ONLY

FIBERGLASS MANHOLES			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4'	10	1436.00	14360.00
5'	10	1619.00	16190.00
6'	10	1811.00	18110.00
7'	10	1999.00	19990.00
8'	10	2185.00	21850.00
TOTAL			90600.00

4" SCHEDULE 40 DRAIN FITTINGS			
TYPE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
22 1/2	100	25.42	2542.00
45	100	17.57	1757.00
90	100	13.48	1348.00
SAN TEE	100	35.37	3537.00
2-WAY TEE	100	57.71	5771.00
CAP	100	8.42	842.00
GLUE TO F. ADAPTOR	100	7.69	769.00
THREAD PLUG	100	4.15	415.00793
TOTAL			16981.00

BID SECTION FOR NON-PVC ONLY

4" SEWER TAPPING SADDLES -- PREDCO STS 4-E OR EQUAL			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4" SADDLE TEE (FERNCO)	1 ROLL	200	49.51/9902.00
INSERTA TEE	1 ROLL	100	80.53/8053.00
WRAP-AROUND FERNCO 4" x 6"	1 ROLL	200	49.51/9902.00
WRAP-AROUND FERNCO 4" x 8"	1 ROLL	100	49.51/4951.00
TOTAL			32808.00

CLAY TILE X SDR 35 PVC ADAPTERS - FERNCO OR EQUAL			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4" PVC x 4" PVC (SCL 40)	1 ROLL	200	5.19/1038.00
4" CLAY x 4" PVC (SCL 40)	1 ROLL	100	5.19/519.00
6" CLAY x 6" PVC	1 ROLL	200	11.09/2218.00
6" PVC x 6" PVC	1 ROLL	100	11.09/1109.00
8" CLAY x 8" PVC	1 ROLL	200	17.07/3414.00
8" PVC x 8" PVC	1 ROLL	100	17.07/1707.00
10" CLAY x 10" PVC	1 ROLL	200	25.62/5124.00
10" PVC x 10" PVC	1 ROLL	100	25.62/2562.00
12" CLAY x 12" PVC	1 ROLL	200	29.89/5978.00
12" PVC x 12" PVC	1 ROLL	100	29.89/2989.00
15" CLAY x 15" PVC	1 ROLL	200	47.01/9402.00
15" PVC x 15" PVC	1 ROLL	100	47.01/4701.00
18" CLAY x 18" PVC	1 ROLL	200	104.07/20814.00
18" PVC x 18" PVC	1 ROLL	100	104.07/10407.00
21" CLAY x 21" PVC	1 ROLL	200	121.88/24376.00
21" PVC x 21" PVC	1 ROLL	100	121.88/12188.00
24" CLAY x 24" PVC	1 ROLL	200	139.65/27930.00
24" PVC x 24" PVC	1 ROLL	100	139.65/13965.00
TOTAL			150441.00

GRAND TOTAL FOR NON-PVC BID SECTION \$2168860.85

BID SECTION FOR PVC ONLY

PVC WATER PIPE				
SIZE	TYPE - 20' JOINT	ESTIMATED USAGE (L.F.)	UNIT PRICE (PER L.F.)	EXTENDED PRICE
2"	CLASS 200 PSI	500	1.64	820.00
4"	CLASS 150 DR 18 (C.I.O.D.) PER AWWA	200	7.24	1448.00
6"	CLASS 150 DR 18 (C.I.O.D.) PER AWWA	2000	14.83	29660.00
8"	CLASS 150 DR 18 (C.I.O.D.) PER AWWA	1000	25.39	25390.00
10"	CLASS 150 DR 18 (C.I.O.D.) PER AWWA	200	38.09	7618.00
12"	CLASS 150 DR 18 (C.I.O.D.) PER AWWA	100	53.63	5363.00
14"	DR 18 (C.I.O.D.) PER AWWA STANDARD C905	80	86.80	6944.00
16"	DR 18 (C.I.O.D.) PER AWWA STANDARD C906	80	112.57	9005.60
18"	DR 18 (C.I.O.D.) PER AWWA STANDARD C907	80	141.60	11328.00
20"	DR 18 (C.I.O.D.) PER AWWA STANDARD C908	160	174.57	27931.20
24"	DR 18 (C.I.O.D.) PER AWWA STANDARD C909	80	251.73	20138.40
TOTAL				145646.20

PVC SEWER PIPE				
SIZE	TYPE - 20' JOINT	ESTIMATED USAGE (L.F.)	UNIT PRICE (PER L.F.)	EXTENDED PRICE
4"	SCHEDULE 40 PVC	600	6.33	3798.00
4"	DR 35 (P.S. 46) PMS-O.D. PER ASTM D3034	100	2.84	284.00
6"	DR 35 (P.S. 46) PMS-O.D. PER ASTM D3034	2000	6.62	13240.00
8"	DR 35 (P.S. 46) PMS-O.D. PER ASTM D3034	800	12.06	9648.00
10"	DR 35 (P.S. 46) PMS-O.D. PER ASTM D3034	600	18.72	11232.00
12"	DR 35 (P.S. 46) PMS-O.D. PER ASTM D3034	600	26.94	16164.00
15"	DR 35 (P.S. 46) PMS-O.D. PER ASTM D3034	400	39.73	15892.00
18"	DR 35 (P.S. 46) PMS-O.D. PER ASTM F679	400	72.73	29092.00
21"	DR 35 (P.S. 46) PMS-O.D. PER ASTM F679	100	102.24	10224.00
24"	DR 35 (P.S. 46) PMS-O.D. PER ASTM F679	100	130.51	13051.00
TOTAL				122625.00

BID SECTION FOR PVC ONLY

SCHEDULE 40 PIPE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
1/2"	100	.61	61.00
3/4"	300	.72	216.00
1"	300	1.12	336.00
1 1/4"	100	1.44	144.00
1 1/2"	100	1.75	175.00
2"	100	2.30	230.00
3"	60	4.68	280.80
TOTAL			1442.80

GRAND TOTAL FOR PVC BID SECTION**\$ 269714.00**

EVALUATION PROCESS

All submitted proposals will be reviewed by the City of Sherman for compliance with the specified RFP requirements. The selection committee will decide proposals which meet the RFP requirements and receive further evaluation.

Based on the firms' response to the RFP requirements, the selection committee will determine the top firm(s) capable of meeting the needs of the City for such services. The City may invite the top firm(s) for an interview before considering a contract. Once the firm has been selected, the City will submit an agreement to the City Council for approval. The following evaluation criteria will be considered by the selection committee.

BEST VALUE EVALUATION CRITERIA

- 30% Pricing
- 30% References
- 40% Qualifications (when applicable, will include past performance of services for the City of Sherman)

TERM

Term for Non-PVC Contract

The initial term for the Non-PVC contract will be for a period of one (1) year, commencing on the date of awarding. The City shall have the option to request additional extensions of this contract for four (4) additional terms of one (1) year each (each a "renewal term") on the same terms and conditions of this contract by giving written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

Term for PVC Contract

The initial term for the PVC contract will be for a period of six (6) months, commencing on the date of awarding. The City shall have the option to request additional extensions of this contract for four (4) additional terms of six (6) months each (each a "renewal term") on the same terms and conditions of this contract by giving written notice of its intent to extend prior to the expiration of the then-current six (6) month term.

NOTE: Any optional contract extensions will require authorized signatures from both the City and the awarded vendor.

Ferguson

Contractor References

Customer Name: City of Denton

Address: 901 B Texas Street Denton, Tx 76209

Contact: Crystal Westbrook Telephone #: 940-349-7172

Scope of work performed: Supplier of underground utility products

Length of Service: Since 12/04/02

Customer Name: City of Tyler

Address: 304 North Border Tyler, Tx 75702

Contact: Sherry Pettit Telephone #: 903-531-1232

Scope of work performed: Supplier of underground utility products

Length of Service: Since 11/18/19

Customer Name: City of Richardson

Address: 411 West Arapaho Road Richardson, Tx 75080

Contact: Katrina Wallace Telephone #: 972-744-4136

Scope of work performed: Supplier of underground utility products

Length of Service: Since 12/06/01

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

- A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.
- B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.
- C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

	Coverage Required	Limits
<u> X </u>	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
<u> X </u>	2. General Liability	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	3. XCU Coverage	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	4. Professional Liability	▪ Minimum \$1,000,000.00 each claim; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of \$ 2,000,000.00.
<u> X </u>	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.	
<u> X </u>	7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

- X 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).
- X 10. The Certificate of Insurance must state the project title.
11. Other Insurance Requirements (State Below):

Exhibit D
Affidavit of No Prohibited Interest

THE STATE OF Texas §

THE COUNTY OF Tarrant §

I, Troy McCamish, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

- _____ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- _____ Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.
- _____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- _____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000).
- _____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.
- _____ Other: _____.
- X _____ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

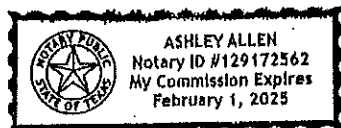
Signed this 21 day of March, 2022.

Troy McCamish
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Troy McCamish, 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 21st day of March, 2022.

Ashley Allen
Notary Public in and for the State of Texas
My commission expires: 2/1/25



CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

NA

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Troy M. Carmichael
Signature of vendor doing business with the governmental entity

03/21/22

Date

AGREEMENT FOR WATER AND SEWER MAINTENANCE PARTS AND SUPPLIES

The **City of Sherman, Texas**, a home-rule municipality (“City”), and **Ferguson Waterworks**, a Texas corporation (“Contractor”), hereby enter into this Agreement for water and sewer maintenance parts and supplies (“Agreement”). City and Contractor are sometimes referred to collectively as the “parties” or individually as a “party.”

WHEREAS, City issued a Request for Proposal, attached hereto as Exhibit A and incorporated herein for all purposes (“Bid Request”), seeking competitive sealed bids for water and sewer maintenance parts and supplies for the City; and

WHEREAS, Contractor timely submitted a sealed response to the Bid Request, attached hereto as Exhibit B and incorporated herein for all purposes (“Submittal”), seeking to provide such services for City; and

WHEREAS, based on Contractor’s representations in response to the Bid Request, including those representations set forth in the Submittal, City has selected Contractor to provide the services sought in the Bid Request under the terms and conditions of this Agreement (“Project”).

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services.

Contractor shall provide the services and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, “Services”).

2. Term.

For non-PVC parts and supplies:

The initial term of the Agreement shall be for a period of one (1) year, commencing on the Effective Date (hereinafter defined) of this Agreement (“Initial Term”). City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each (each a “Renewal Term”) on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

For PVC parts and supplies:

The initial term of the Agreement shall be for a period of six (6) months, commencing on the Effective Date (hereinafter defined) of this Agreement (“Initial Term”). City shall have the option to extend this Agreement for four (4) additional terms of six (6) months each (each a “Renewal Term”) on the same terms and conditions of this Agreement by giving

Contractor written notice of its intent to extend prior to the expiration of the then-current six (6) month term.

3. Compensation.

In exchange for Contractor's performance of the Services in accordance with the Agreement Document, City agrees to pay Contractor on the basis defined by and in the amounts set forth in the Submittal ("Contractor's Fee").

City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that City shall be obligated to pay monies owed Contractor for services it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.

The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

- A. This Agreement;
- B. The Bid Request, attached hereto as Exhibit A;
- C. The Submittal, attached hereto as Exhibit B;
- D. City's Insurance Requirements, attached hereto as Exhibit C;
- E. Affidavit of No Prohibited Interested, attached hereto as Exhibit D; and
- F. Conflict of Interest Questionnaire, attached hereto as Exhibit E.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict

with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in City's Insurance Requirements, attached hereto as Exhibit C and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to City. Contractor also shall comply with all other requirements set forth in Exhibit C.

7. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the City Charter. Contractor shall execute and deliver to City the Affidavit of No Prohibited Interest, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit E and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

8. Indemnity.

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES

INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. City assumes no such responsibility or liability. City shall have no such responsibility or liability to either Contractor or its

officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify City in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

11. Termination.

City is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

City is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then City shall have the right to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without waiver of any other right or remedy of City.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12. Authority to Execute.

Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the

authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.

Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third-party billing.

14. No Waiver of Immunity.

The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

15. Savings/Severability.

In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

16. Consideration.

This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.

If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

18. Governing Law; Venue.

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

19. Binding Effect.

This Agreement shall be binding on and inure to the benefit of the parties and their

respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

20. No Waiver.

Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

21. Headings.

The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

22. Indemnity.

The parties agree that the indemnity provision set forth in Section 8 herein is conspicuous and the parties have read and understood the same.

23. Notice.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: Ferguson Enterprises LLC
Attn: Troy McCamish
Address: 10077 W University Dr
McKinney, TX 75071
Telephone: 972-434-2600
Facsimile: 972-434-4612
Email: Troy.McCamish@Ferguson.com

If to City, to: City of Sherman
Attn: Robby Hefton, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: robbyh@cityofsherman.com

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.

Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

24. Representations.

Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

26. Incorporation of Recitals.

The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Contractor.

27. Reference to Contractor.

When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

28. Reference to City.

When referring to "City" herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

29. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

30. Multiple Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager

Date: _____

ATTEST:

Linda Ashby, City Clerk

Ferguson Enterprises LLC
a Texas corporation

By: Ryan C. Moore
Printed Name: Ryan Moore
Title: General Manager
Date: 04/11/22

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Robby Hefton**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the City Manager and duly authorized representative for the **City of Sherman, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 202__.

Notary Public in and for the State of Texas
My Commission Expires: _____

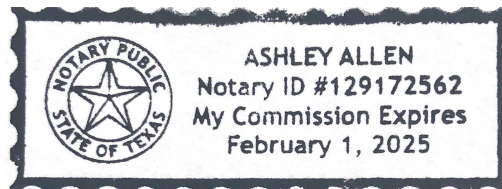
STATE OF TEXAS §
 §
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this day personally appeared Ryan Moore known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the General Manager (title) and duly authorized representative for Ferguson Waterworks, a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of April, ~~2021~~, 2022



Notary Public in and for the State of Texas
My Commission Expires: 2/1/2025



RFP Evaluation - Water and Sewer Maintenance Parts & Supplies

Evaluation Criteria	APSCO	Ferguson Water Works	N/A
Pricing (30%)	18.00	28.33	
References (30%)	20.00	28.33	
Qualifications - including past performance of City services (40%)	5.00	33.33	
Evaluation Score	43.00	90.00	0.00

NOTES:



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 5.

Meeting Date: 04/18/2022

Prepared By: Eric Sandberg, Street Maintenance Superintendent

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6876**

Authorizing the Purchase of a New John Deere Tractor from United Ag & Turf for the Street Maintenance Department through Sourcewell

Issue:

To consider approval of a resolution to purchase a new John Deere Tractor from Sourcewell for use within the Street Maintenance Department

Background:

The requested purchase is for a Right of Way crew that will be added to the Street Maintenance Department. The John Deere Tractor will be used for mowing and trimming in the Street Maintenance Department.

The purchase will be bought through Sourcewell.

Origination:

Department of Public Works

Financial Consideration:

The new John Deere Tractor will be purchased from United Ag & Turf for \$173,418.00 through Sourcewell. Funding for this purchase is in the FY22 Fleet Budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new John Deere Tractor through Sourcewell.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6876

United Ag & Turf John Deere Quote

Alamo Samuri

Sourcewell Agreement

RESOLUTION NO. 6786

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW JOHN DEERE TRACTOR FROM UNITED AG & TURF FOR THE STREET MAINTENANCE DEPARTMENT THROUGH SOURCEWELL; 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 United Ag & Turf through Sourcewell a new John Deere Tractor at a total price of One Hundred Seventy Three Thousand and Four Hundred Eighteen Dollars (\$173,418.00). 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 fleet 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 BYT THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 18th day of April, 2022.

CITY OF SHERMAN, TEXAS

**BY: _____
DAVID PLYLER, MAYOR**

ATTEST:

**BY: _____
LINDA ASHBY, CITY CLERK**

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

**BY: _____
RYAN D. PITTMAN, CITY ATTORNEY**

**JOHN DEERE**

Selling Equipment

UNITED
Ag & Turf

Quote Id: 25475240

Customer: CITY OF SHERMAN

ALAMO SamuraiEquipment Notes: **Sourcewell Contract #070821-AGI****Suggested List**

\$ 203,778.25

Hours: 0

Selling Price

\$ 173,418.00

Stock Number:

Code	Description	Qty	Unit	Extended
04852208	22' Samurai 1.8 Boom,	1	\$ 55,253.00	\$ 55,253.00
Dealer Attachments				
02986190SJ	60" Rotary Cutting Head, Blade Bar, Swivel, J-Stk	1	\$ 20,296.00	\$ 20,296.00
02985029	Factory Mounting	1	\$ 9,803.25	\$ 9,803.25
Freight	Factory Freight	1	\$ 1,386.00	\$ 1,386.00
02996981	6110M John Deere	1	\$ 116,290.00	\$ 116,290.00
Dealer Attachments Total				\$ 147,775.25
Other Charges				
	Setup	1	\$ 750.00	\$ 750.00
Other Charges Total				\$ 750.00
Suggested Price				\$ 203,778.25
Customer Discounts				
Customer Discounts Total			\$ -30,360.25	\$ -30,360.25
Total Selling Price				\$ 173,418.00





Official

CERTIFICATE OF MEMBERSHIP

City of Sherman

Member # 2,440

This certificate entitles the entity named above the opportunity to purchase off of nationally, competitively bid contracts. The entity will save time by using pre-bid contracts, save money by leveraged volume pricing and obtain quality products from nationally acclaimed vendors.


Duff Erholtz, Membership Manager



Competitively Bid National Cooperative Contract Solutions



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 6.

Meeting Date: 04/18/2022

Prepared By: Eric Sandberg, Street Maintenance Superintendent

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6877**

Authorizing the Purchase of a New Petersen TL3 Loader from Freightliner of Austin for the Solid Waste Department through TIPS

Issue:

To consider approval of a resolution to purchase a new TL3 Loader from TIPS for use within the Solid Waste Department

Background:

The requested purchase is to replace either Unit 640 or Unit 641 whichever is in the worst mechanical condition when the new truck arrives. Unit 640 is 2016 International Knuckle Truck and Unit 641 is a 2014 International Knuckle Truck.

Origination:

Department of Public Works

Financial Consideration:

The new TL3 Loader will be purchased from Freightliner of Austin for \$206,975.00 through TIPS. Funding for this purchase was appropriated in the fiscal year 2021-2022 Solid Waste Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new TL3 Loader through TIPS.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6877

Freightliner of Austin Quote

TL3 Loader

TIPS Agreement

RESOLUTION NO. 6877

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW PETERSON TL3 LOADER FROM FREIGHTLINER OF AUSTIN FOR THE SOLID WASTE DEPARTMENT THROUGH TIPS; 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 Freightliner of Austin through TIPS a new TL3 Loader at a total price of Two Hundred and Six Thousand and Nine Hundred Seventy Five Dollars (\$206,975.00). 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 2021-2022 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 18th day of April, 2022.

CITY OF SHERMAN, TEXAS

**BY: _____
DAVID PLYLER, MAYOR**

ATTEST:

**BY: _____
LINDA ASHBY, CITY CLERK**

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

**BY: _____
RYAN D. PITTMAN, CITY ATTORNEY**



FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

INV.

PURCHASING NAME		TELEPHONE	
CITY OF SHERMAN		903-892-7206	
ADDRESS	CITY	STATE	ZIP CODE
220 W MULLBERRY ST.	SHERMAN	TX	75090

I/We Hereby Purchase from You, Under the Terms and Conditions Specified, the Following:

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2023	FREIGHTLINER	M2106	ORDER	

A documentary fee is not an official fee, a documentary fee is not required by law but may be charged to buyers handling documents and performing services relating to the closing of a sale. Buyers may avoid payment of the fee to the seller by handling the documents and performing the services relating to the closing of the sale. A documentary fee may not exceed \$50.00. This notice is required by law

MILEAGE:

El cobro documental no es un cobro oficial. El cobro documental no es un requisito bajo la ley, pero se le puede cobrar. Al comprador por el rendimiento de los servicios relacionados con la completacion de la venta y por completar los documentos. El comprador puede evitar el pago al vendedor de este costo si el comprador mismo se encarga de manejar los documentos y de los servicios necesarios para la completacion de la venta. El cobro documental no puede sobrepasar los \$50.00 (U.S.) Este aviso es requerido bajo la ley.

TIPS CONTRACT # 200206

CHASSIS SELLING PRICE

\$74,619.30

OPTION CONTENT

\$25,091.70

PETERSEN TL3 LOADER

\$107,264.00

Disclaimer of Warranties

Any warranties on the products sold hereby are those made the factory. The Seller, Freightliner of Austin, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and Freightliner of Austin, neither assumes nor authorizes any other person to assume for it a liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE

SALESMAN SIGNATURE KEVIN KRIEG

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract."

MILEAGE:		TRADE-IN		
YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

MILEAGE:		TRADE-IN		
YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

		TOTAL	206,975.00
PAYOFF TO:		Trade Allowance	N/A
ADDRESS:		Trading Difference	N/A
TELEPHONE: / FAX:		Sales Tax	N/A
GOOD UNTIL:		Vehicle Inventory Tax	N/A
QUOTED BY:		License Fee	N/A
SHOW LIEN TO:		Documentary Fee	N/A
ADDRESS:		Federal Excise Tax	N/A
		TOTAL SALE PRICE	206,975.00
DATED: LIEN AMOUNT \$		Payoff on Trade	
DRAFT FOR \$		Ext. Service Agreement	
DRAFT THRU:		Less Deposit	
ADDRESS:		Total Balance Due	206,975.00

Full disclosure required by federal regulation "Z", The Consumer Protection Act and The Texas Consumer Credit Code, will be made prior to consummation of a credit sale. This written order comprises the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. It is expressly agreed that the purchaser acquires no right, title or interest in or to the property which he agrees to purchase hereunder until such property is delivered to him/her and either the full price is paid in cash or satisfactory deferred payment agreement is executed by the parties hereto, the terms of which shall thereafter be controlling, and a clear title is furnished to dealer for the used

cars or trucks involved, if any. THIS IS NOT A CONDITIONAL SALES CONTRACT, BUT IS A BUYER'S ORDER. All new vehicles carry the standard factory warranty. It is understood there is no guarantee on the above described new or used vehicle other than appears on this Buyer's Order. Mileage, if used vehicle model is not guaranteed and a verbal agreement by the Salesman will not be considered binding on the Seller. It is agreed that neither Freightliner of Austin nor the manufacturer will be



INTERLOCAL AGREEMENT
Region VIII Education Service Center
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

City of Sherman
TEXAS PUBLIC ENTITY

TX 991667
Control Number (TIPS will Assign)

Region VIII Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. In addition, authority is granted under Texas Government Code §§ 791.001 *et seq* as amended to enter into Interlocal agreements with said educational entities, as well as, other governmental entities and political subdivisions of Texas and other States. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective JUNE 7, 2017 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:

1. Provide for the organizational structure of the program.
2. Provide staff for efficient operation of the program.
3. Promote marketing of the TIPS Program.
4. Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
5. Provide members with procedures for placing orders through TIPS PO System.
6. Maintain filing system for Due Diligence Documentation.

Role of the Public Entity:

1. Commit to participate in the program by an authorized signature on membership forms.
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.

4. Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

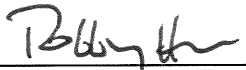
Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public agencies.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public Member Entity:

City of Sherman
Entity Name

By: 
Authorized Signature

Title: Robby Hefton – City Manager

June 7, 2017
Date

Purchasing Cooperative Lead Agency:

Region VIII Education Service Center

By: 
Authorized Signature

Title: Executive Director Region VIII ESC

JUNE 7, 2017
Date

Public Entity Contact Information

Craig Long
Primary Purchasing Person Name

405 N. Rusk
Street Address

Sherman, Texas 75091
City, State Zip

903-892-7215
Telephone Number

903-891-0255
Fax Number

craigl@ci.sherman.tx.us
Primary Person Email Address

Tammy Davis
Secondary Person Name

tammyd@ci.sherman.tx.us
Secondary Person Email Address

If your entity does not require you to have an Interlocal Agreement, please go to the TIPS website under Membership and take advantage of online registration. The states of Texas and Arizona **do** require all entities to have an Interlocal Agreement. Other States or governmental jurisdictions may require an Interlocal agreement as well and you are advised to consult your legal counsel to determine the requirements for your entity. Email completed Interlocal Agreement to tips@tips-usa.com.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 1.

Meeting Date: 04/18/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Replat approval Seasons West Addition, Phase Four, being a Replat of Lot 5, Block One, Amended Plat of Seasons West Addition, Phase One and Lot 3C, Block One, Repat of Lot 3, Block One of Seasons West Addition, being 5.003 acres in the Elizabeth Jones Survey, Abstract No 625, also being all of Lot 3C, Block One of the Replat of Lot 3, Block One of Seasons West Addition, and all of Lot 5, Block One, of the Amended Plat of Seasons West Addition; Westar Investments, LLC, Owner; Henry Marroquin, Representative; and Helvey-Wagner Surveying, Inc., Surveyor (4600 and 4608 West Houston Street)

Issue:

To consider Replat approval of the Seasons West Addition, Phase Four, being a Replat of Lot 5, Block One, Amended Plat of Seasons West Addition, Phase One and Lot 3C, Block One, Repat of Lot 3, Block One of Seasons West Addition, being 5.003 acres in the Elizabeth Jones Survey, Abstract No 625, also being all of Lot 3C, Block One of the Replat of Lot 3, Block One of Seasons West Addition, and all of Lot 5, Block One, of the Amended Plat of Seasons West Addition; Westar Investments, LLC, Owner; Henry Marroquin, Representative; and Helvey-Wagner Surveying, Inc., Surveyor (4600 and 4608 West Houston Street)

Background:

The property is located at 4600 and 4608 West Houston between Meyers Drive and Seasons West Avenue. The owner is requesting replat approval for Seasons West Addition. They are also requesting a zone change and site plan approval for contractor's offices.

The following has been approved for 4600 West Houston:

- August 16, 2011 - Zone change and site plan approval from an SF-1 (Single Family Residential) District and R-1 (One Family Residential) District to a C-1 (Retail Business) District.
- August 16, 2011 - Exception to allow existing building finishes in lieu of the required masonry or equivalent on all sides of all buildings visible from the front street right-of-way for up to 4 years or occupancy whichever occurs first in a C-1 (Retail Business) District.
- September 22, 2015 - Exception to allow existing building finishes in lieu of the required masonry or equivalent on all sides of all buildings visible from the front street right-of-way for up to 4 years or occupancy whichever occurs first in a C-1 (Retail Business) District.

Origination:

Westar Investments, LLC (Owner)
Henry Marroquin (Representative)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

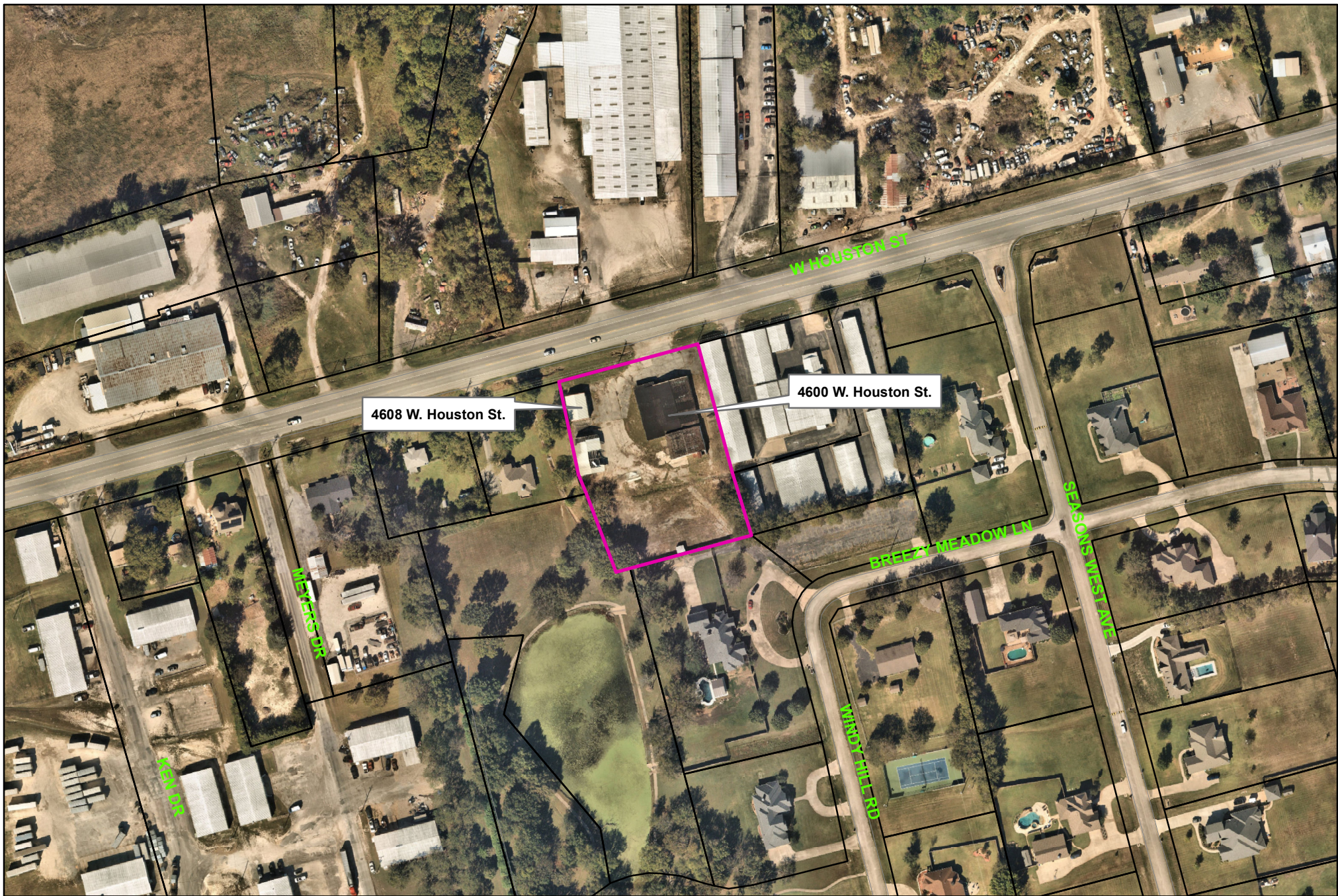
At the March 22, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter
P & Z Communication



City of Sherman, Texas
Development Services Department

4600 & 4608 West Houston Street



NOT TO SCALE

1 in = 200 ft



Zoning - 4600 & 4608 West Houston Street

Legend

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

- FM 1417
- Sam 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
- PD Planned Development



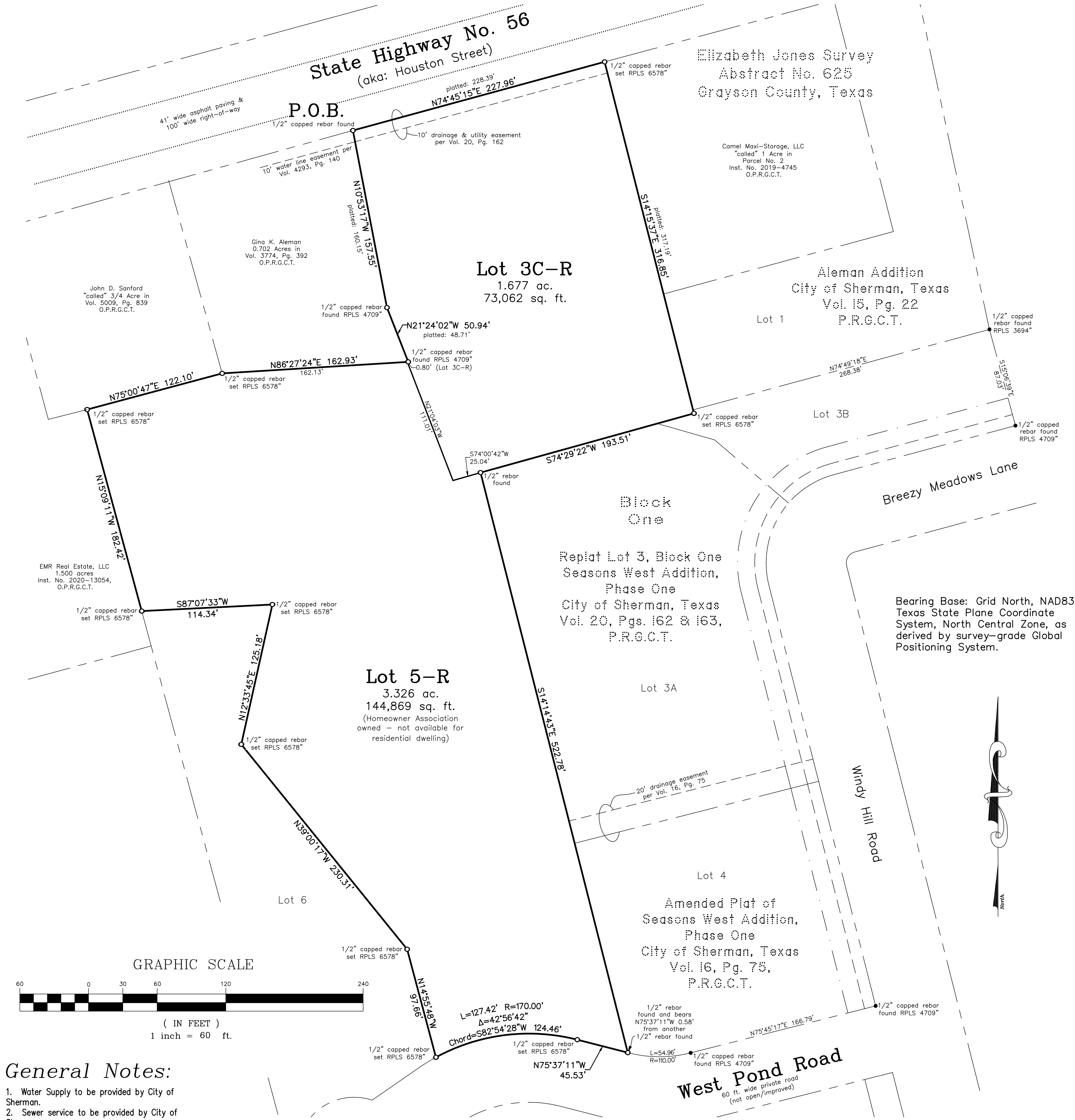
City of Sherman, Texas
Development Services Department



1 in = 106 ft

4600-4608 W Houston





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 Onco Electric Delivery Company.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the roadway 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. Grayson County 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 Nos. 48181C0270 F & 48181C0400 F, Revised Date: September 28, 2010.
8. Neither Grayson County 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. CGS680222

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurveying.net
TBPELS Firm Registration No. 10088100

Owner of Lot 3C:
Westar Investments, LLC
114 E. Wallace Lane
Atoka, Oklahoma, 74525

Owner of Lot 5:
Seasons West Homeowners Association
211 Seasons West Avenue
Sherman, Texas 75092

Seasons West Addition, Phase Four (being a Replat of Lot 5, Block One, Amended Plat of Seasons West Addition, Phase One and Lot 3C, Block One, Replat of Lot 3, Block One of Seasons West Addition) to the

City of Sherman, Texas
5.003 Acres
in the
Elizabeth Jones Survey
Abstract No. 625

Vicinity Map
(not to scale)



FIELD NOTES

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract No. 625, being all of Lot 3C, Block One of the Replat of Lot 3, Block One of Seasons West Addition to the City of Sherman, Texas as per plat of record in Volume 20, Pages 162 & 163, Plat Records, Grayson County, Texas and all of Lot 5, Block One of the Amended Plat of Seasons West Addition, Phase One to the City of Sherman, Texas in Volume 16, Page 75, said Plat Records, and being more particularly described as one tract by metes and bounds as follows to-wit:

BEGINNING at a ½ inch capped rebar found in the South right-of-way line of State Highway No. 56/Houston Avenue, a public street, at the Northeast corner of the Gina K. Aleman 0.702 acre tract of land conveyed in Volume 3774, Page 392, Official Public Records and the Northwest corner of said Lot 3C and the most Northern Northwest corner of the herein described tract;

THENCE North 74 deg. 45 min. 15 sec. East, with the South right-of-way line of said Houston Street/State Highway No. 56 and the North line of said Lot 3C, a distance of 227.96 ft. to a ½ inch capped rebar set, stamped "RPLS 6578" at the Northwest corner of the Camel Maxi-Storage, LLC "called" 1 acre tract of land conveyed in Instrument No. 2019-4745, said Official Public Records and the Northeast corner of both said Lot 3C and the herein described tract;

THENCE South 14 deg. 15 min. 37 sec. East, with the West line of both said Camel Maxi-Storage 1 ac. and Lot 1, Aleman Addition to the City of Sherman, Texas as per plat of record in Volume 15, Page 22, said Plat Records and the East line of said Lot 3C, a distance of 316.85 ft. to a ½ inch capped rebar set, stamped "RPLS 6578" at an Ell corner of Lot 3B, said Block One, Replat of Lot 3, Seasons West Addition, Phase One and the Southeast corner of said Lot 3C, at the most Eastern Southeast corner of the herein described tract;

THENCE South 74 deg. 29 min. 22 sec. West, with the South line of said Lot 3C and a North line of both said Lot 3B and Lot 3A, said Block One, Replat of Lot 3, Seasons West Addition, Phase One, a distance of 193.51 ft. to a ½ inch rebar found in the East line of said Lot 5, at the Northwest corner of said Lot 3A, the most Southern Southwest corner of said Lot 3C and an Ell corner of the herein described tract;

THENCE South 14 deg. 14 min. 43 sec. East, with the East line of said Lot 5 and the West line of both said Lot 3A and Lot 4, said Amended Plat of Seasons West Addition, Phase One, a distance of 522.78 ft. to a ½ inch rebar found in the North line of West Pond Road, a 60 ft. wide private right-of-way/street, at the Southwest corner of said Lot 4 and the Southeast corner of said Lot 5, at the most Southern Southeast corner of the herein described tract, SAID rebar bears North 75 deg. 37 min. 11 sec. West, 0.56 ft. from another ½ inch rebar found;

THENCE North 75 deg. 37 min. 11 sec. West, with the North line of said West Pond Road and the South line of said Lot 5, a distance of 45.53 ft. to a ½ inch capped rebar set, stamped "RPLS 6578" at the beginning of a curve;

THENCE Southwesterly, continuing with the North line of said West Pond Road and the South line of said Lot 5, with a curve to the left, having a radius of 170.00 ft., a central angle of 42 deg. 56 min. 42 sec. (Chord bears: South 82 deg. 54 min. 28 sec. West, 124.46 ft.) and an arc length of 127.42 ft., to a ½ inch capped rebar set, stamped "RPLS 6578" at the Southeast corner of Lot 6, said Block One, Amended Plat of Seasons West Addition, Phase One and the most Southern Southwest corner of both said Lot 5 and the herein described tract;

THENCE Northerly and Westerly, with the West and South lines of said Lot 5 and the East and North lines of said Lot 6, the following calls and distances:

1. North 14 deg. 55 min. 48 sec. West, a distance of 97.66 ft. to a ½ inch capped rebar set, stamped "RPLS 6578" at an angle point;
2. North 39 deg. 00 min. 17 sec. West, a distance of 230.31 ft. to a ½ inch capped rebar set, stamped "RPLS 6578" at an angle point;
3. North 12 deg. 33 min. 45 sec. East, a distance of 125.18 ft. to a ½ inch capped rebar set, stamped "RPLS 6578" at the Northeast corner of said Lot 6 and an Ell corner of both said Lot 5 and the herein described tract;
4. South 87 deg. 07 min. 3 sec. West, a distance of 114.34 ft. to a ½ inch capped rebar set, stamped "RPLS 6578" in the East line of the EMR Real Estate, LLC 1.50 acre tract of land conveyed in Instrument No. 2020-13054, said Official Public Records, at the Northwest corner of said Lot 6 and the most Western Southwest corner of both said Lot 5 and the herein described tract;

THENCE North 15 deg. 09 min. 11 sec. West, with the East line of said EMR Real Estate 1.50 ac. and the West line of said Lot 5, a distance of 182.42 ft. to a ½ inch capped rebar set, stamped "RPLS 6578" at the most Eastern Northeast corner of said EMR Real Estate 1.50 ac. and in the South line of the John D. Sanford "called" 0.75 acre tract of land conveyed in Volume 5009, Page 839, said Official Public Records, at the Northwest corner of said Lot 5 and the most Western Northwest corner of the herein described tract;

THENCE North 75 deg. 00 min. 47 sec. East, with the South line of said Sanford 0.75 ac. and the North line of said Lot 5, a distance of 122.10 ft. to a ½ inch capped rebar set, stamped "RPLS 6578" at the Southeast corner of said Sanford 0.75 ac. and the Southwest corner of said Aleman 0.702 ac., at an angle point of both said Lot 5 and the herein described tract;

THENCE North 86 deg. 27 min. 24 sec. East, continuing with the North line of said Lot 5 and the South line of said Aleman 0.702 ac., a distance of 162.93 ft. to a ½ inch capped rebar found, stamped "RPLS 4709" at the Southeast corner of said Aleman 0.702 ac., the most Western Southwest corner of said Lot 3C and an Ell corner of the herein described tract;

THENCE North 21 deg. 24 min. 02 sec. West, with the East line of said Aleman 0.702 ac. and the West line of said Lot 3C, a distance of 50.94 ft. to a ½ inch capped rebar found, stamped "RPLS 4709" at an angle point;

THENCE North 10 deg. 53 min. 17 sec. West, continuing with the East line of said Aleman 0.702 ac. and the West line of said Lot 3C, a distance of 157.55 ft. to the PLACE OF BEGINNING and containing 5.003 ACRES of land.

I, Kate 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.

Kate A. Wagner, R. P. L. S. No. 6578

Date:



We, Westar Investments, LLC and Seasons West Homeowners Association, owners of Season West Addition, Phase Four to the City of Sherman, Texas, do hereby dedicate the streets and easements shown hereon to the public use forever.

Authorized Representative for Season West Homeowners Association

Ron Westervelt, Authorized Representative for Westar Investments, LLC

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

Given under my hand and seal of office this _____ day of _____, 2022.

Notary Public, Grayson County, Texas

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

Given under my hand and seal of office this _____ day of _____, 2022.

Notary Public, Grayson County, Texas



This, the final plat of Season West Addition, Phase Four to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2022, by the Planning and Zoning Commission of the City of Sherman, Texas.

Chairman

Secretary

This, the final plat of Season West Addition, Phase Four to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2022, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS:

MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing final plat of Season West Addition, Phase Four to the City of Sherman, Texas, was submitted to the city council of Sherman, Texas, on the _____ day of _____, 2022, 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 _____, 2022, BY _____ CITY CLERK, CITY OF SHERMAN, TEXAS

Seasons West Addition, Phase Four (being a Replat of Lot 5, Block One, Amended Plat of Seasons West Addition, Phase One and Lot 3C, Block One, Replat of Lot 3, Block One of Seasons West Addition) to the

City of Sherman, Texas
5.003 Acres
in the
Elizabeth Jones Survey
Abstract No. 625

Owner of Lot 5:
Seasons West Homeowners Association
211 Seasons West Avenue
Sherman, Texas 75092

Job No. CGS680222

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurveying.net
TBPELS Firm Registration No. 10088100

Owner of Lot 3C:
Westar Investments, LLC
114 E. Wallace Lane
Atoka, Oklahoma, 74525



STAFF REVIEW LETTER

March 14, 2022

Seasons West Homeowners Association
211 Seasons West Avenue
Sherman, TX 75092

Westar Investments, LLC
114 E. Wallace Lane
Atoka, OK 74525

Helvey-Wagner Surveying, Inc.
222 W. Main St.
Denison, TX 75020

Dear Applicants,

The request for approval of the Seasons West Addition, Phase Four has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, March 22, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
2. Add General Note regarding ownership and maintenance of West Pond Road, a private road, and cite Amended plat filing information of Volume 16, Page 75, PRGCT.
3. General Notes No. 6 shall read "The City of Sherman will not be responsible..."
4. General Notes No. 8 shall read "Neither the City of Sherman nor the undersigned..."
5. Metes and bounds must match drawing. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)(7)*
6. City sewer does not serve subject properties. On-site sewage facility or extension of sewer main by developer is required. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
7. Graphically show drainage flume and dedicate a Private Drainage Easement around said drainage flume on plat.
8. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
9. 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)*

10. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

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

Respectfully,



Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal



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

Agenda Item No. 22.

Meeting Date: 03/22/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

Requested Action/Proposed Use:

4600 AND 4608 WEST HOUSTON STREET

The request of Westar Investments, LLC (Owner), Henry Marroquin (Representative) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property at 4600 and 4608 West Houston, being 5.003 acres in the Elizabeth Jones Survey, Abstract No 625, also being all of Lot 3C, Block One of the Replat of Lot 3, Block One of Seasons West Addition, and all of Lot 5, Block One, of the Amended Plat of Seasons West Addition as follows:

Planning and Zoning Commission

- A. Replat approval Seasons West Addition, Phase four being a Replat of Lot 5, Block One, Amended Plat of Seasons West Addition, Phase One and Lot 3C, Block One, Repat of Lot 3, Block One of Seasons West Addition.
- B. Zone change and site plan approval under Ordinance No. 2280, Section 12, from a C-1 (Retail Business) District to a C-2 (General Commercial) District.

Background:

The property is located at 4600 and 4608 West Houston between Meyers Drive and Seasons West Avenue. The owner is requesting replat approval for Seasons West Addition. They are also requesting a zone change and site plan approval for contractor's offices.

The following has been approved for 4600 West Houston:

- August 16, 2011 - Zone change and site plan approval from an SF-1 (Single Family Residential) District and R-1 (One Family Residential) District to a C-1 (Retail Business) District.
- August 16, 2011 - Exception to allow existing building finishes in lieu of the required masonry or equivalent on all sides of all buildings visible from the front street right-of-way for up to 4 years or occupancy whichever occurs first in a C-1 (Retail Business) District.
- September 22, 2015 - Exception to allow existing building finishes in lieu of the required masonry or equivalent on all sides of all buildings visible from the front street right-of-way for up to 4 years or occupancy whichever occurs first in a C-1 (Retail Business) District.

Adjacent Zoning:

R-1 (One Family Residential) District
C-1 (Retail Business) District
SF-1 (Single Family Residential) District
R-A (Single Family Agricultural) District

Origination:

Westar Investments, LLC (Owner)
Henry Marroquin (Representative)
Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

Suburban Residential – Increased density and closer building setbacks separate Suburban Residential from Countryside and Estate, but more landscaping and open space distinguish Suburban Residential from Urban and Auto-Urban categories. New suburban subdivisions typically have curvilinear streets and sidewalks, as well as curb and gutter.

Number of notices mailed:

28

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Site Plan
Building Elevations
Floor Plan
Staff Review Letter
Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 2.

Meeting Date: 04/18/2022

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive an Update on the Wastewater Treatment Plant Condition Assessment Results

Issue:

To receive an update on the Wastewater Treatment Plant Condition Assessment Results

Background:

In April 2021, the City hired Plummer and Associates to perform a Condition Assessment of our wastewater treatment plant. The Condition Assessment is now complete, and the engineer is prepared to discuss and make recommendations as to rehab and replacement costs, critical infrastructure, and future equipment needed.

Origination:

Engineering Department

Financial Consideration:

None. This presentation is for informational purposes only.

Staff Recommendation:

None

Alternatives:

None

Attachments

Presentation

Location Map



CONDITION ASSESSMENT RESULTS

*Post Oak Wastewater Treatment Plant
City of Sherman*

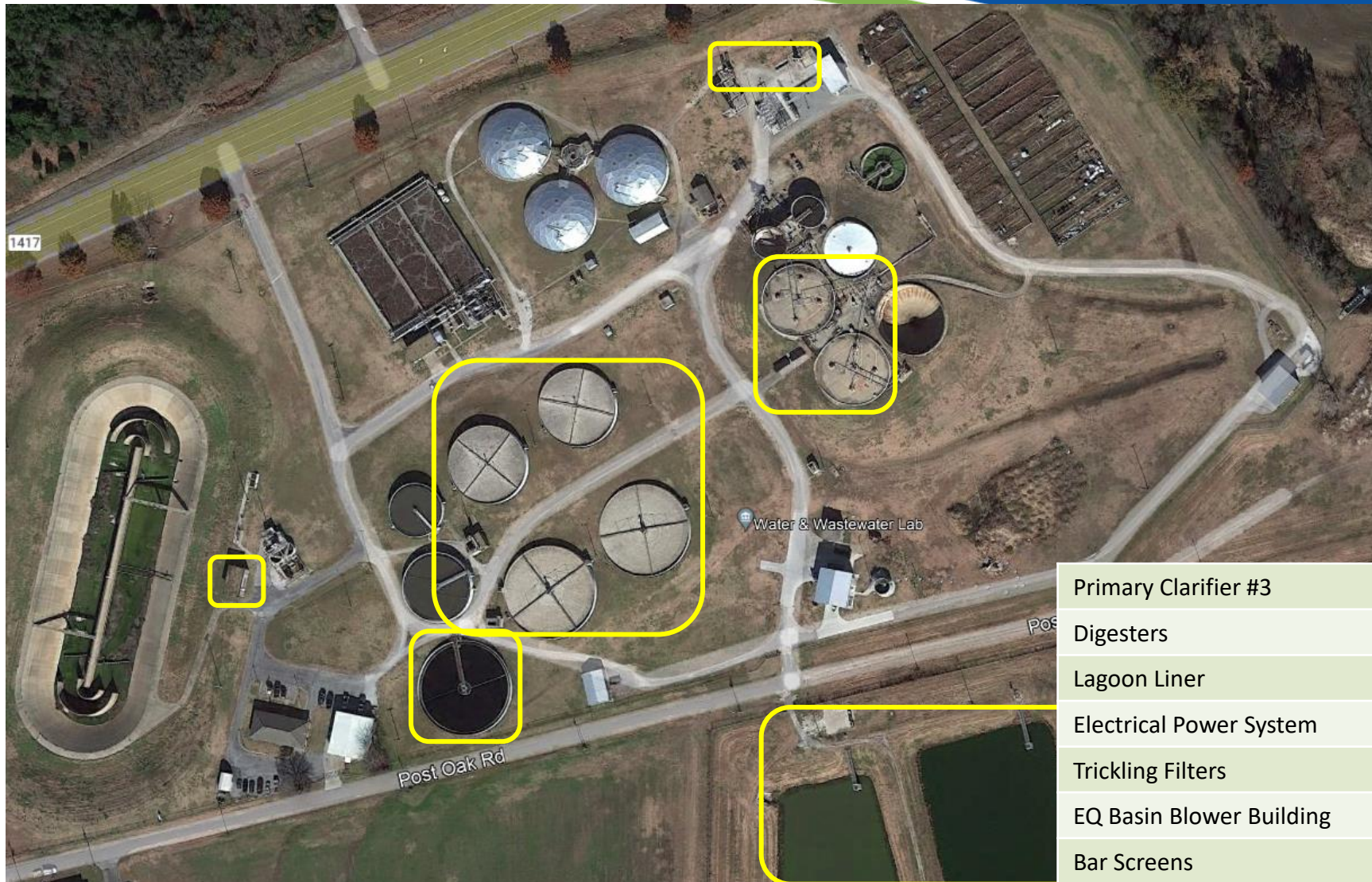
PLUMMER



VICWEIR CONSULTING

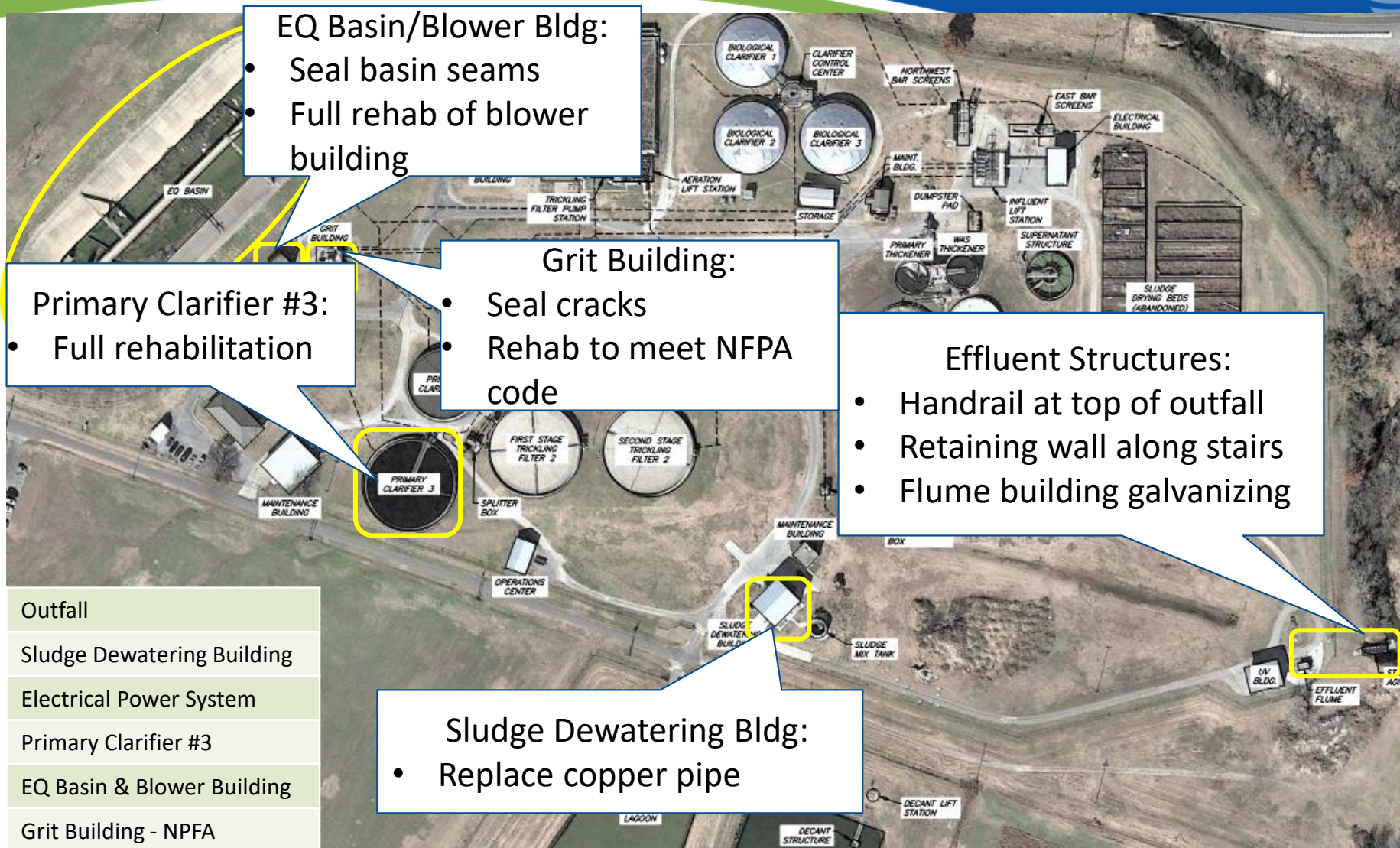


PLANT PRIORITIES



- Primary Clarifier #3
- Digesters
- Lagoon Liner
- Electrical Power System
- Trickling Filters
- EQ Basin Blower Building
- Bar Screens

TOP AREAS OF CONCERN



REMAINING PLANT PRIORITIES



Bar Screens:

- Minor structural repair
- Bagger for screenings
- Safety improvements
- Plan for long term replacement/rehab

Trickling Filters: Full rehab needed to bring them back into service, if desired

Digesters: Full rehab needed, but enough capacity in just one

Lagoon Liners: Additional geotech testing to measure remaining liner

Digesters

Lagoon Liner

Trickling Filters

Bar Screens

RISK MATRIX



Condition	Criticality			
	Low	Medium	High	Very High
Good				
Fair				
Poor				

RISK MATRIX



Condition	Criticality			
	Low	Medium	High	Very High
Good	Sludge Mixing Tank	Primary Clarifier 2 Primary Clarifier Splitter Box	Sludge Dewatering Building	Influent Lift Station ⁽⁴⁾ Influent LS Electrical Building
Fair	Grit Building	NW & E Bar Screens EQ Basin ⁽¹⁾ Primary Anaerobic Digester 2 Secondary Anaerobic Digester Thickeners	Aeration Basin 1, 2, & 3 ⁽³⁾ AB Blower Building ⁽¹⁾ Biological Clarifier 1, 2, & 3 ⁽³⁾ UV Building	Aeration Basin LS ⁽³⁾ Effluent Structures
Poor	Primary Anaerobic Dig 1 Sludge Lagoons	EQ Blower Building Primary Clarifier 1 ⁽²⁾ & 3 Digester Pumps Digester Heating & Gas Collection	Primary Sludge Pump Station ⁽²⁾	

1. EQ Basin North Panel Structural Repair (Construction starting soon)
2. Primary Clarifier #1 and Sludge Transfer Station Rehab (Construction starting soon)
3. Aeration Basins, AB Lift Station, AB Blower Building, and Biological Clarifier Rehab (Construction in progress)
4. Influent Lift Station pump replacement (Construction in progress)

CIP RECOMMENDATIONS



Project		Total Installed Cost
Immediate	Improve Access to Outfall (retaining wall, handrail)	\$27,000
	Sludge Dewatering Building – Replace Copper Piping	\$35,000
	Replace Light Fixtures with LEDs	\$5,000
	Filtration and Relift PS (based on Perkins South Industrial Discharger TM)	\$12,000,000
	Electrical Distribution System Upgrade	\$7,466,600
	Total	\$19,533,600
Near Term (1-5yrs)	Seal seams at Equalization Basin	\$78,000
	EQ Basin Blower Building	\$1,803,000
	Replace Light Fixtures with LEDs	\$5,000
	Rehabilitate Clarifier No. 3	\$961,000
	Grit Building NFPA Upgrades	\$290,000
	Post Oak Expansion to 16 MGD (based on Perkins South Industrial Discharger TM)	\$16,240,000
	Total	\$19,377,000
Long Term (6-20yrs)	Lagoon Sampling and Rehab ⁽¹⁾	\$100,000
	Decant Lift Station	\$429,000
	Bar Screen Rehab	\$1,748,000
	Rehabilitate Digester ⁽²⁾	\$7,254,000
	Rehabilitate Trickling Filters	\$2,732,000
	Post Oak Expansion to 21 MGD (based on Perkins South Industrial Discharger TM)	\$100,000,000
	First 4MGD of Membrane Bioreactor (based on Perkins South Industrial Discharger TM)	\$80,000,000
	Total	\$192,263,000
Expansion Subtotal		\$208,240,000
Total		\$231,173,600

(1) Lagoon sampling cost includes barge for sampling filled basins. Cost could be reduced to approximately \$70k by dewatering basins

(2) Assuming only one digester is rehabilitated



PLUMMER

Sarah Kerr, P.E., Project Manager

skerr@plummer.com

817-806-1750

817-219-5264



Sherman
CLASSIC TOWN. BROAD HORIZON.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 3.

Meeting Date: 04/18/2022

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Quarterly Progress Report from Sherman Economic Development Corporation President Kent Sharp

Issue:

To receive the Sherman Economic Development Corporation (SEDCO) quarterly progress report from President Kent Sharp

Background:

The brief presentation by the SEDCO President will provide the City Council with an overview of SEDCO's activities and accomplishments during the period of January 2022 to the end of March 2022. SEDCO's last update was presented at the Called Sherman City Council Meeting on January 18, 2022.

Origination:

City Council

Financial Consideration:

This presentation is for informational purposes only and has no impact on the City's revenues or expenses.

Staff Recommendation:

No action is required of the City Council.

Alternatives:

None recommended

Attachments

SEDCO Quarterly Progress Report

REPORTING FORM FOR BOARDS AND COMMISSIONS

Name of Board: Sherman Economic Development Corporation

Name of Chair: Janie Bates

Name of Vice-Chair: Gail Utter

Date of Report to City Council: April 18, 2022

- 1. In simple terms and as briefly as possible, please describe the mission of your board.**
 - *The mission of the Sherman Economic Development Corporation (SEDCO) is to grow and diversify the economy of Sherman and the surrounding area through the addition of new jobs and investment of primary employers.*
- 2. Please list the top accomplishments of your board within the past quarter. (Please limit the list to five or fewer items).**
 - *At the February Board Meeting, the SEDCO Board approved a Letter of Intent for Project Wrap on Progress Park VI.*
 - *At the March Board Meeting, the SEDCO Board approved Resolution No. SEDCO-2022.02 authorizing reimbursement to the City of Sherman for payment of a contract between the City of Sherman and Pacheco Koch Consulting Engineers for professional services on the project to extend Flanary Rd. from Progress Dr. to Shepherd Rd.*
 - *SEDCO was recognized by Governor Greg Abbott for receiving the 2021 Technology Award. State Representative Reggie Smith and State Senator Drew Springer presented SEDCO board members and staff with the award.*
 - *The Raising Innovative Sherman Entrepreneurs (RISE) Challenge portal closed in February with five applicants. The program partners (SEDCO, Austin College, and the Grayson SBDC) reviewed the applications to meet the program qualifications and advanced four applicants to Round 2. The Round 2 applicants completed an Orientation and SBDC Training and later pitched their products to the program partners. Three applicants advanced to Round 3. In March, they submitted their business plans and hosted site visits for the panel of judges, comprised of local business leaders. In April, they will do a final presentation to the judges, and we will announce the winners and their prize amounts at a celebration on April 19th at Austin College.*
- 3. What are your plans for this board in the next quarter?**
 - *Compete aggressively for the attraction of new jobs and investments to the city from existing Sherman employers and new companies, both nationally and internationally.*
 - *Work closely with companies that have announced new investments in Sherman to ensure they have the support to meet their goals and receive the incentives as identified in the Performance Agreements.*
 - *Kent will continue business retention and expansion visits to the Sherman industries and attend meetings for the Texas Economic Development Council (TEDC), Center for Workplace Learning (CWL), Advanced Manufacturing Program (AMP), North Texas Regional Airport (NTRA), United Way of Grayson County, Grayson Leadership Roundtable, Housing Authority Board, and the Sherman Education Foundation.*

- *Ashton and Shannon will attend the MD&M West Tradeshow with Team Texas and Oncor on April 12th-14th in Anaheim, California. This event is unique, because MD&M West has partnered with PLASTECH West, West Pack, Design & Manufacturing, and ATX to bring five industries together for one mega tradeshow. Ashton and Shannon will split time working between the Team Texas and Oncor booths.*
- *Host the Q2 Plant Manager and Safety Leader Forum.*
- *Host a Leadership Breakfast in June.*
- *To recognize our existing industries and to show appreciation to their employees, SEDCO will sponsor a lunch for Panda Sherman Power in May.*
- *Launch the new sedco.org website.*
- *Contact each company with a job listing on shermantxjobs.com for updates. New listings will be boosted on social media.*
- *Host the 2022 RISE Challenge Awards Ceremony in April.*
- *Create videos on popular business topics to be uploaded to the webpage dedicated to WOMO: Supporting Sherman Women & Minority-Owned Businesses.*
- *Continue to add contacts to the Sherman WOMO business directory.*
- *Sponsor the Sherman Chamber Golf Tournament.*

4. How often did this board meet in the last quarter?

- *The SEDCO Board meets on the second Tuesday of each month and holds special called meetings when needed. Since our last report, the SEDCO Board held three regularly scheduled meetings (January 11th, February 8th, March 8th).*

5. In what percentage of those meetings was a quorum of board members present?

- *100%*

6. Did any member attend less than 75% of those meetings? If so, which member and how often did they attend.

- *No*

7. What other information would your board like to communicate to the City Council? (please be concise in your response).

- *SEDCO is presently working 10 active projects with an estimated \$6.5 Billion CAPEX, approximately 4,695 new jobs, and 200 retained jobs.*
- *Completed six site visits with companies interested in expanding their operations to Sherman.*
- *Kent joined by Texas Instruments Representative Virginia Schaefer received an invitation to visit the Governor's Mansion to honor Texas' achievement in Economic Development and to celebrate Texas winning its 10th consecutive Governor's Cup.*
- *Hosted a Plant Manager and Safety Leader Forum. Representatives from the City of Sherman, Grayson County, and Oncor spoke about planned and implemented utility upgrades as well as the current and future capacity with regards to Texas Instruments and new projects coming online.*
- *Completed business retention and expansion visits with GlobiTech and Mueller Construction Company.*
- *Met with BSNF and Via Rail to discuss rail sites in Progress Park.*
- *Kent met with Mailinh Nguyen, CARES Project Coordinator for TCOG, to discuss economic development activities in Sherman.*

- Updated the job listings on ShermanTXJobs.com.
- Continued the partnership with Grayson College CWL to offer no-cost training to full-time employees of Sherman-based, Type A businesses.
- Kent met with President Steven O'Day at Austin College to discuss developing a broad range of talent for local industries.
- Continued to work with Golden Shovel on the production of the new sedco.org which soft launched in February.
- Hosted the Winter Leadership Breakfast with 14 industry, education, and community leaders in attendance.
- Sponsored an industry appreciation lunch for the employees at Mueller Construction Company and PQD.
- Worked with 2x2 Media on our next video series that is being uploaded to social media and our new website. These videos will also be used in our next marketing campaign to highlight Sherman's assets with the intent to recruit jobseekers and new companies.
- Launched the SEDCO TikTok account (ShermanEDC).
- Worked with 2x2 Media to produce videos highlighting each of the RISE finalists, their businesses, and their journeys throughout the RISE Challenge.
- Ashton and Shannon met with Texas Instruments marketing representatives to discuss a joint video project that tells the story of how Sherman worked with TI to win the \$30 billion project.
- Sponsored a total of six ads on social media highlighting ShermanTXJobs.com, RISE, the 25th Anniversary Mini-Documentary, and Sherman's quality of life:
 - Total Reach: 47,082
 - Total Link Clicks: 1,040
 - Total Post Engagement: 20,146
- Ashton and Shannon completed the trainings through the Choozle Academy. Choozle is a programmatic advertising platform.
- Sponsored the Sherman Chamber's Annual Awards Luncheon.
- The staff attended the Texas Economic Development Council's (TEDC) Winter Conference in Sugar Land. Kent served on the "Peer Group Roundtable: Deal Structuring Using Chapter 380/381."
- Shannon completed the TEDC Basic Economic Development Course in Round Rock.
- Ashton, Shannon, and Brandy participated in five webinars through TEDC.
- Kent met with WDW Mowing to discuss land maintenance and erosion control in Progress Park.
- Brandy and Ashton attended TCOG's Economic Resiliency Workshop where Kent served as a panelist.
- The staff participated in the following meetings and events: 903 Brewers Groundbreaking, Master Plan Open House, Comfort Inn Remodel Open House, Eddie Brown's 10-Year Celebration of Service with the Sherman Chamber of Commerce, TEDC Membership and PAC Meetings, Advanced Manufacturing Committee Meeting, United Way Board Meeting and Revenue Committee Meeting, City Council Meeting, Housing Authority Board Meeting, Rotary, Denison Development Alliance Summit, and the Sherman Education Foundation Board and Fundraising Committee Meetings.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 4.

Meeting Date: 04/18/2022

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Approve Quarterly Investment Report for Quarter Ended March 31, 2022

Issue:

To approve the Investment Report for the quarterly period ended March 31, 2022

Background:

These reports are being presented in accordance with the state law that requires at least quarterly presentation to the Council. A separate report is included for the debt proceeds as required by the Investment Policy. The reports were given to the Investment Committee prior to submittal to the Council.

As of March 31, 2022, the portfolios were in compliance with applicable state laws and the Investment Policy. The operating investment portfolio had a book value of about \$23.2 million, an increase of about \$3.0 million from prior quarter of \$20.2 million, due to purchases of \$3 million in U.S. Agencies and \$0.5 million in Texas political subdivision securities. The underlying investments were adequately diversified among six different types of securities. This portfolio is appropriately liquid; and its weighted-average maturity was about 467 days, an increase from 400 days at the end of last quarter. The portfolio yield of 0.57% is the below the benchmark yield of 1.63%. Market value approximates book value.

The debt proceeds portfolio balance of \$35.4 million was invested in Local Government Investment Pools, an FDIC insured investment account and U.S. Agency securities. Transactions in this portfolio consist of payments for capital projects and the receipt of interest income. The yield of 0.13% was above the benchmark yield of 0.17%. Market value approximates book value.

Origination:

Finance Department

Financial Consideration:

None

Staff Recommendation:

It is recommended that the Council accept the Investment Report as presented.

Alternatives:

The Council could offer suggestions for improvement or could request more frequent reporting.

Attachments

2022-03-31 Investment Reports w_Memo



memorandum

DATE: Tuesday, April 12, 2022

TO: The City of Sherman Investment Committee
Councilman Juston Dobbs
Councilwoman Pam Howeth
Robby Hefton, City Manager

FROM: Mary Lawrence, Director of Finance *ml*

SUBJECT: Investment Reports for the Quarter Ended March 31, 2022

Enclosed is a copy of the quarterly investment reports for March 31, 2022. As of that date, the City was in compliance with all applicable state laws and internal policies for the portfolio.

The total operating portfolio market value of about \$23.2 million increased by about \$3.0 million from the previous quarter due to purchases of \$3.0 million in U.S. Agency Securities, and \$0.5 million (net) in State of Texas Political Subdivision Obligations. The underlying investments were adequately diversified among six different types of securities. The portfolio's weighted-average maturity of 467 days increased from 400 days last quarter. The portfolio yield of .57% was 106 basis point below our benchmark 1-year Constant Maturity Treasury Index. Book value approximated market value.

The debt proceeds portfolio balance of \$35.4 million had decreased by about \$2.7 million due to payments for capital projects. The portfolio includes a Local Government Investment Pool, an FDIC insured investment account and U.S. Agencies. The portfolio's weighted-average maturity of 53 days decreased from 54 days last quarter. The portfolio yield of 0.13% was 4 basis points below the benchmark yield for this portfolio, the 4-week Constant Maturity Index, of 0.17%. Book value approximated market value.

The investment reports will be on the April 18, 2022 City Council agenda for their review and approval. Please call me if you have any questions about this item.

attachment (as stated above)

CITY OF SHERMAN, TEXAS
INVESTMENT PORTFOLIO SUMMARY
For the Quarter Ending March 31, 2022

Total Portfolio Summary			
	Current Quarter 03/31/2022	Prior Quarter 12/31/2021	Change From Prior Quarter
Book Value	\$ 23,231,842	\$ 20,222,199	\$ 3,009,643
Market Value	\$ 22,877,334	\$ 20,178,541	\$ 2,698,793
Weighted Average Maturity - Days	467	400	67
Weighted Average Yield	0.57%	0.39%	0.18%
Earned Income	\$ 22,678	\$ 18,750	\$ 3,928
Earned Income - Year-to-Date	\$ 41,428	\$ 18,750	\$ 22,678

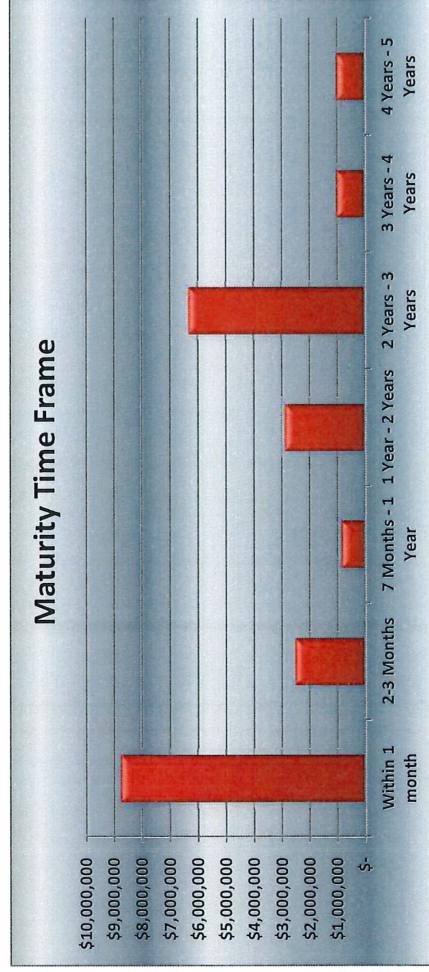
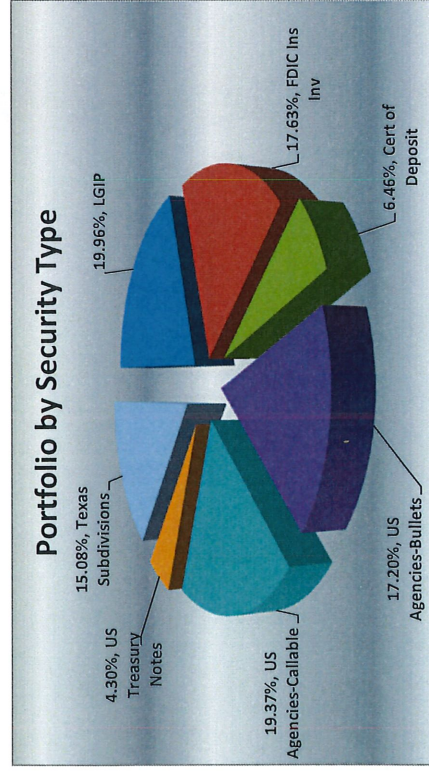
This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

As of March 31, 2022, the City's portfolio had a book value of \$23.2 million and a market value of \$22.9 million. Of this amount, approximately \$4.6 million was held in Local Government Investment Pools (LGIP), \$4.1 million was held in an FDIC Insured Investment Account, \$1.5 million was held in Certificates of Deposit (CD), \$8.5 million was held in U.S. Agency Securities, \$1.0 million was held in U.S. Treasury Notes and \$3.5 million was held in State of Texas political subdivision obligations.

The portfolio value increased by \$3.0 million from the previous quarter due to purchases of \$3.0 million in US Agency Securities. Additionally, there were maturities and purchases of \$0.5 million in State of Texas political subdivision obligations.

The weighted average yield of the portfolio was .57%, which is 106 basis points less than the 1-year Constant Maturity Treasury Index of 1.63%, and 18 basis points above the previous quarter.

The weighted average maturity of the portfolio increased from 400 days at December 30, 2021, to 467 days at March 31, 2022.



Mary Lawrence

Mary Lawrence, Finance Director and City of Sherman Investment Officer

Tammy Davis

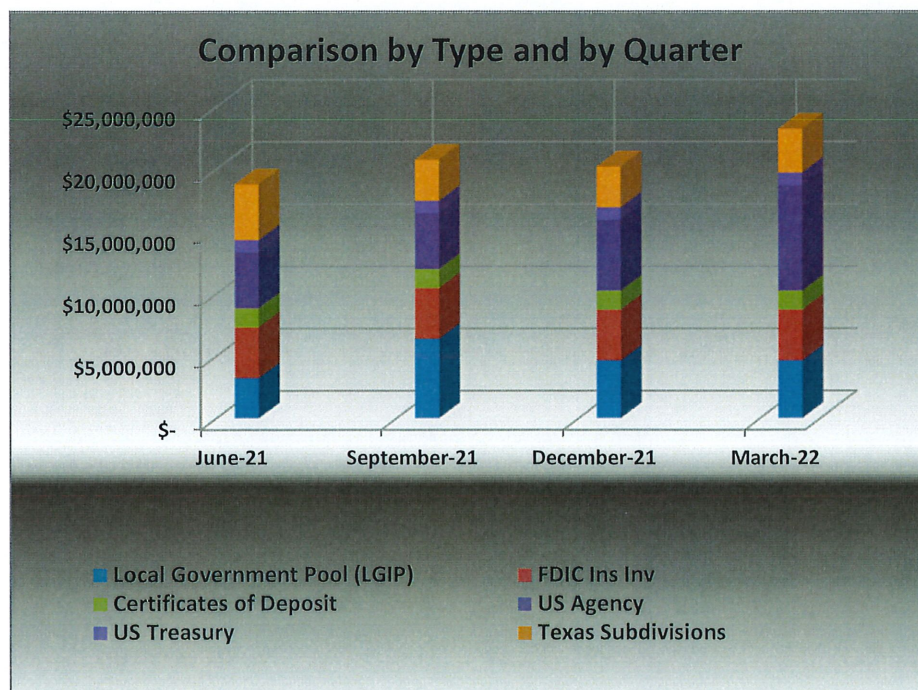
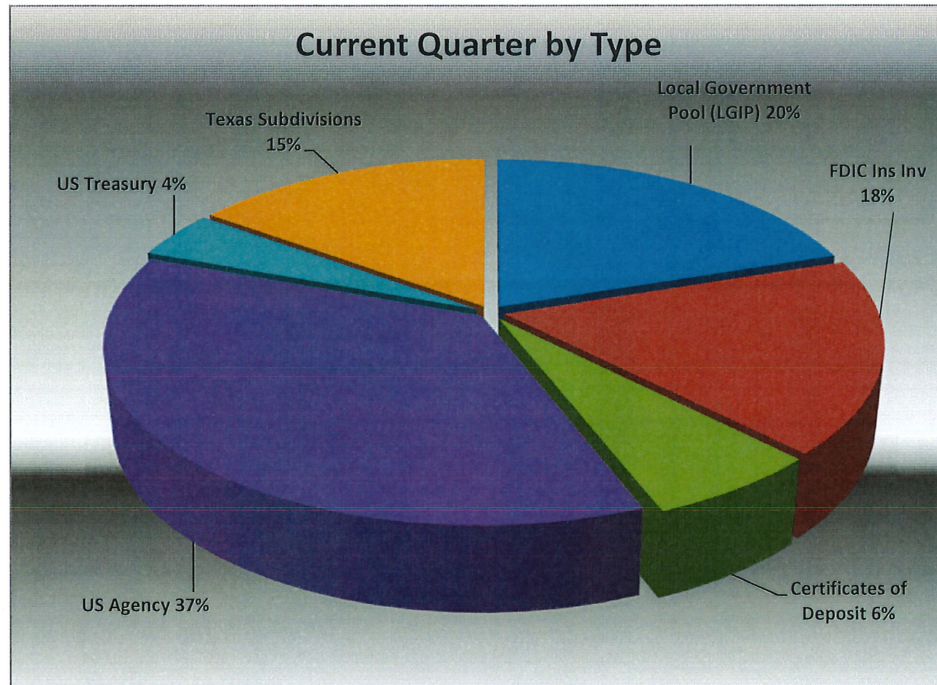
Tammy Davis, Controller and City of Sherman Investment Officer

CUSIP	Settlement Date	Security Type	Security Description	CPN Rate	Maturity Date	Credit Rating	Par Value	Purchase Price	Original Cost	Book Value	Market Price	Market Value	Days to Maturity	YTM
TexPool		LGIP	TexPool		4/1/2022	AAAmm	\$ 305,188	100.00	\$ 305,188	\$ 305,188	100.00	\$ 305,188	1	0.08%
TexStar		LGIP	TexSTAR		4/1/2022	AAAmm	111,209	100.00	111,209	111,209	100.00	111,209	1	0.01%
TexPool ARPA		LGIP	TexPool ARPA		4/1/2022	AAAmm	4,220,233	100.00	4,220,233	4,220,233	100.00	4,220,233	1	0.02%
Landing Rock		FDIC Ins Inv	Landing Rock		4/1/2022		4,096,833	100.00	4,096,833	4,096,833	100.00	4,096,833	1	0.20%
CD 197781065	06/01/21	CD	Simmons Bank	0.12%	6/1/2022		1,500,000	100.00	1,500,000	1,501,347	100.00	1,501,347	62	0.12%
3134GBRT1	06/29/17	Agency Bullet	FHLMC	2.00%	6/29/2022	AA+	1,000,000	100.00	1,000,000	1,000,000	100.31	1,003,051	90	2.00%
977810JU5	01/05/21	Texas Subdivision	City of Wolfforth TX GO	4.00%	2/15/2023	AA-	250,000	107.58	268,955	257,856	102.07	255,175	321	0.39%
498730AX8	03/09/21	Texas Subdivision	Klondike TX ISD GO	1.00%	2/15/2023	AAA	360,000	101.74	366,253	362,830	99.41	357,870	321	0.10%
639285PW9	02/10/22	Texas Subdivision	Navarro ISD GO	5.00%	2/15/2023	AAA	200,000	104.60	209,198	207,938	103.00	206,006	321	0.46%
448474TM8	12/17/20	Texas Subdivision	City of Hutto, TX Ref Series B	2.00%	8/1/2023	AA	400,000	104.17	416,676	408,479	99.99	399,951	488	0.40%
340405MW6	12/22/20	Texas Subdivision	City of Floresville TX Elec Light Ref	4.00%	8/15/2023	A+	525,000	109.30	573,841	550,368	102.95	540,502	502	0.46%
413946PC2	06/25/20	Texas Subdivision	Harris Cnty TX MUD #278 Ref	4.00%	9/1/2023	AA	420,000	108.17	457,439	436,727	102.89	432,142	519	1.14%
02301EED9	06/16/21	Texas Subdivision	Amarillo Potter TX	0.13%	11/15/2023	AA+	445,000	108.73	483,826	471,137	103.36	459,962	594	0.37%
9128CBM2	02/22/21	US Treasury Note	US Treasury Note B Class	0.33%	2/15/2024	AA+	1,000,000	99.76	997,578	998,492	96.09	960,898	686	0.21%
3133EMVD1	04/05/21	Agency Callable	FFCB	0.38%	4/5/2024	AA+	1,000,000	100.00	1,000,000	1,000,000	96.09	960,855	736	0.33%
3130AAML2	06/07/21	Agency Callable	FHLB	0.38%	6/7/2024	AA+	500,000	100.00	500,000	500,000	96.07	480,326	799	0.38%
811275HB5	11/23/21	Texas Subdivision	Scurry Rosser TX ISD	3.00%	8/15/2024	Aa3	205,000	106.91	219,155	217,325	102.42	209,958	868	0.45%
3136G43H4	03/29/21	Agency Callable	FHLB	0.40%	9/16/2024	AA+	1,000,000	99.850	998,500	998,934	95.50	954,970	900	0.44%
3130APNE1	11/18/21	Agency Callable	FHLB	0.90%	11/18/2024	AA+	1,000,000	100.000	1,000,000	1,000,000	95.90	958,987	963	0.90%
386166JC7	02/24/22	Texas Subdivision	Grand Prairie TX TXbl Ref	3.00%	1/1/2025	AA	310,000	103.887	322,050	321,616	100.59	311,822	1,007	1.60%
983064YX8	03/11/21	Texas Subdivision	City of Wylie, TX GO	3.00%	2/15/2025	AA	250,000	110.740	276,852	269,655	102.77	256,921	1,052	0.25%
3133ENPY0-A	02/25/22	Agency Bullet	FFCB	1.75%	2/25/2025	AA+	1,000,000	99.966	999,660	999,671	98.22	982,179	1,062	1.76%
3133ENPY0-B	03/11/22	Agency Bullet	FFCB	1.75%	2/25/2025	AA+	1,000,000	99.513	995,913	996,004	97.82	978,180	1,062	1.92%
3130ARCN9	03/29/22	Agency Callable	FHLB	2.00%	9/29/2025	AA+	1,000,000	100.000	1,000,000	1,000,000	98.46	984,641	1,278	2.00%
3130AMMJ8	06/06/21	Agency Callable	FHLB	0.40%	6/9/2026	AA+	1,000,000	100.000	1,000,000	1,000,000	94.81	948,128	1,531	0.40%
Total									\$ 23,319,359	\$ 23,231,842		\$ 22,877,334		

CUSIP	Settle Date	Security Description	Maturity Date	Market Value 12/31/2021	Change in Market Value	Market Value 3/31/2022
TexPool		TexPool		\$ 305,124	\$ 64	\$ 305,188
TexStar		TexStar		111,197	12	111,209
Landing Rock		Landing Rock		4,094,813	2,020	4,096,833
TexPool ARPA		TexPool ARPA		4,219,208	1,025	4,220,233
CD 197781065	6/1/2021	Simmons Bank	6/1/2022	1,500,903	444	1,501,347
549188UJ7	6/25/2019	City of Lubbock TX Txbi-Ref	2/15/2022	501,263	(501,263)	-
3134GBRT1	6/29/2017	FHLMC	6/29/2022	1,008,696	(5,645)	1,003,051
977810JU5	1/5/2021	City of Wolfforth, TX GO	2/15/2023	260,257	(5,082)	255,175
498730AX8	3/9/2021	Klondike, TX ISD GO	2/15/2023	363,254	(5,384)	357,870
639285PW9	2/10/2022	Navarro ISD GO	2/15/2023	-	206,006	206,006
448474TM8	12/17/2020	City of Hutto, TX GO	8/1/2023	407,271	(7,320)	399,951
340405MW6	12/22/2020	City of Floresville, TX Electr	8/15/2023	555,389	(14,887)	540,502
413946PC2	6/25/2020	Harris Cnty, TX MUD #278 GO	9/1/2023	444,220	(12,078)	432,142
02301EED9	6/25/2020	Amarillo Potter TX	11/15/2023	474,382	(14,420)	459,962
9128CBM2	2/22/2021	US Treasury Note B Class	2/15/2024	987,109	(26,211)	960,898
3133EMVD1	4/5/2021	FHLB	4/5/2024	988,095	(27,240)	960,855
3130AMLM2	6/7/2021	FHLB	6/7/2024	495,065	(14,739)	480,326
811275HB5	11/23/2021	Scurry Rosser TX ISD	8/15/2024	218,530	(8,572)	209,958
3136G43H4	3/29/2021	FHLB	9/16/2024	987,738	(32,768)	954,970
3130APNE1	11/18/2021	FHLB	11/18/2024	998,456	(39,469)	958,987
386166JC7	2/24/2022	Grand Praire TX Txbi Ref	1/1/2025	-	311,822	311,822
983064YX8	3/11/2021	City of Wylie, TX GO	2/15/2025	269,104	(12,183)	256,921
3133ENPYO-A	2/25/2022	FFCB	2/25/2025	-	982,179	982,179
3133ENPYO-B	3/10/2022	FFCB	2/25/2025	-	978,180	978,180
3130ARCN9	3/29/2022	FHLB	9/29/2025	-	984,641	984,641
3130AMMJ8	6/6/2021	FHLB	6/9/2026	988,467	(40,339)	948,128
Total				\$ 20,178,541	\$ 2,698,793	\$ 22,877,334

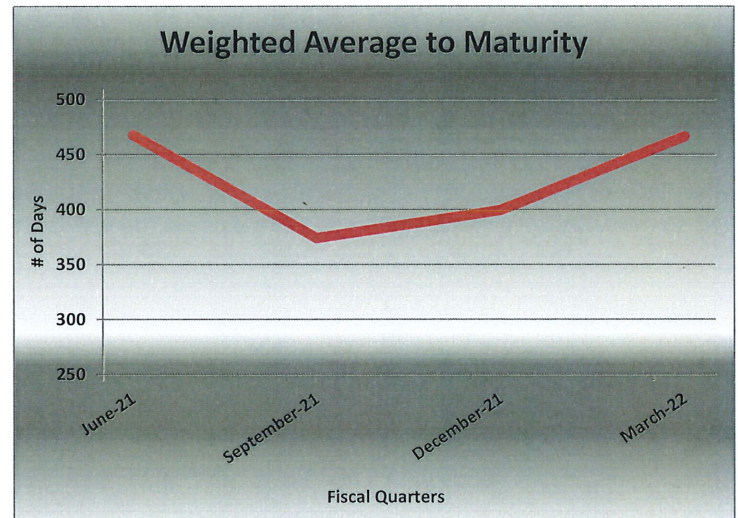
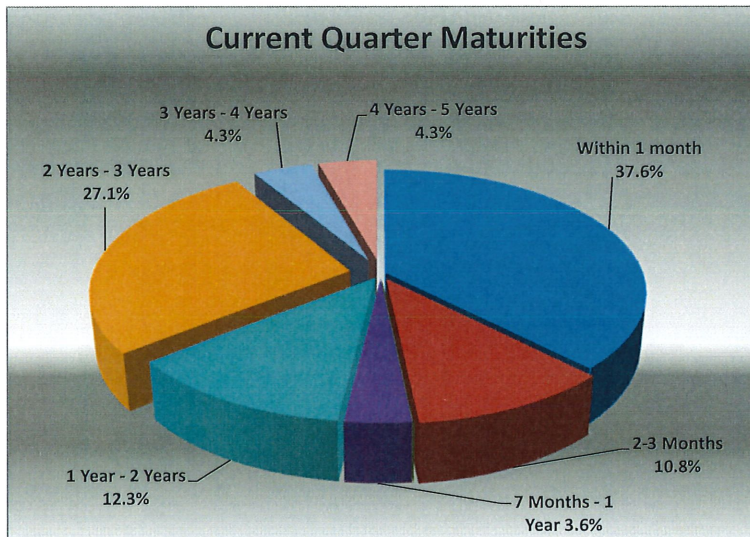
Trade Date	Settle Date	CUSIP	Security Description	Coupon	Maturity Date	Call Date	Par Value	Principal Amount	Interest Purchased/Received	Total Amount	YTM
<u>Maturities, Calls and Withdrawals</u>											
	2/15/2022	549188UJ7	City of Lubbock TX GO	2.32%	2/15/2022		\$ 500,000	\$ 500,000	\$ 5,800	\$ 505,800	1.93%
<u>Purchases</u>											
	2/10/2022	63928PW9	Navarro ISD GO	5.00%	2/15/2023		200,000	209,198	667	209,865	0.46%
	2/24/2022	386166JC7	Grand Prairie Tx TXBI Ref	3.00%	1/1/2025		310,000	322,050	-	322,050	1.60%
	2/25/2022	3133ENPYO-A	FFCB	1.75%	2/25/2022		1,000,000	999,660	-	999,660	1.76%
	3/10/2022	3133ENPYO-B	FFCB	1.75%	2/25/2025		1,000,000	995,135	778	995,913	1.92%
	3/29/2022	3130ARCN9	FHLB	2.00%	9/29/2025		1,000,000	1,000,000	-	1,000,000	2.02%
<u>Income Payments</u>											
	3/31/2022	TexPool	LGIP	0.15%					64	64	0.15%
	3/31/2022	TexStar	LGIP	0.01%					13	13	0.01%
	3/31/2022	Landing Rock	FDIC Ins Inv	0.20%					2,020	2,020	0.20%
	3/31/2022	TexPool-ARPA	LGIP	0.15%					890	890	0.15%
	3/1/2022	CD 197781065	Simmons Bank CD	0.12%	6/1/2022				444	444	0.12%
	2/1/2022	448474TM8	City of Hutto, TX GO	2.00%	8/1/2023				4,000	4,000	0.40%
	2/15/2022	811275HB5	Scurry Rosser Tx ISD	3.00%	8/15/2024				1,401	1,401	0.45%
	2/15/2022	98364YX8	City of Wylie GO	3.00%	2/15/2025				6,958	6,958	0.25%
	2/15/2022	498730AX8	Klondike TX ISD GO	1.00%	2/15/2023				3,360	3,360	0.10%
	2/15/2022	9128CBM2	US Treasury Note B Class	0.13%	2/15/2024				625	625	0.13%
	2/15/2022	978810JU5	City of Waolfforth TX GO	4.00%	2/15/2023				5,000	5,000	0.39%
	2/15/2022	340405MW6	City of Floresville TX Electr	4.00%	8/15/2023				10,500	10,500	0.46%
	3/1/2022	413946PC2	Harris Cnty Tx MUD #278 GO	4.00%	9/1/2023				8,400	8,400	1.14%
	3/16/2022	3136G43H4	Fannie Mae	0.40%	9/16/2024				2,000	2,000	0.44%
Total									\$ 52,919		

Cash/Investment Type	Balance 6/30/2021	Balance 9/30/2021	Balance 12/31/2021	Balance 3/31/2022	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	\$3,221,123	\$6,385,177	\$ 4,635,529	\$ 4,636,630	20%	50.00%
FDIC Ins Inv	4,114,273	4,092,750	4,094,813	4,096,833	18%	50.00%
Certificates of Deposit	1,500,000	1,500,454	1,500,903	1,501,347	6%	50.00%
US Agency	4,498,609	4,498,718	5,717,448	8,494,609	37%	50.00%
US Treasury	997,863	998,068	998,291	998,492	4%	50.00%
Texas Subdivisions	4,463,439	3,293,613	3,275,215	3,503,931	15%	50.00%
Total	\$ 18,795,307	\$ 20,768,780	\$ 20,222,199	\$ 23,231,842	100.00%	

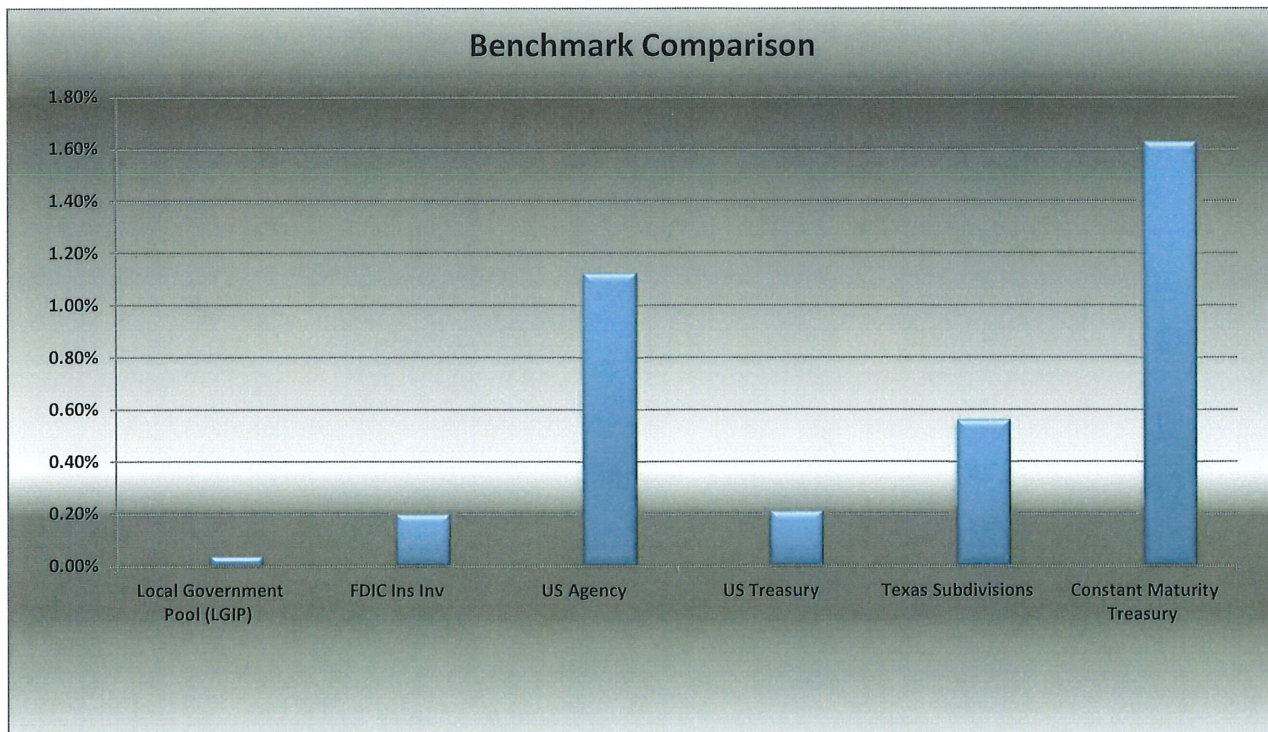


Maturity Time Frame	Balance 6/30/2021	Balance 9/30/2021	Balance 12/31/2021	Balance 3/31/2022	Percent of Portfolio
Within 1 month	\$ 7,335,396	\$ 10,477,927	\$ 8,730,342	\$ 8,733,463	37.6%
2-3 Months	1,151,426	-	500,236	2,501,347	10.8%
4-6 Months	-	500,708	2,500,903	-	0.0%
7 Months - 1 Year	3,001,181	2,500,454	-	828,624	3.6%
1 Year - 2 Years	629,846	2,040,652	2,503,615	2,865,203	12.3%
2 Years - 3 Years	4,404,066	3,975,966	4,715,739	6,303,205	27.1%
3 Years - 4 Years	1,273,392	273,073	271,364	1,000,000	4.3%
4 Years - 5 Years	1,000,000	1,000,000	1,000,000	1,000,000	4.3%
	\$ 18,795,307	\$ 20,768,780	\$ 20,222,199	\$ 23,231,842	100.00%

Liquidity Indicator	Maximum Allowable				
Weighted Average Maturity	468.21	374.56	399.66	466.90	500.00



Date Received/ Purchased	CUSIP	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
3/31/2022	TexPool	TexPool			\$ 64	\$ -	\$ 64
3/31/2022	TexStar	TexStar			13	-	13
3/31/2022	Landing Rock	Landing Rock			2,020	-	2,020
3/31/2022	TexPool-ARPA	TexPool			890	-	890
3/1/2022	CD 197781065	Simmons Bank	0.12%	0.12%	444	-	444
3/31/2022	3133EMVD1	FFCB	0.33%	0.33%	-	825	825
3/31/2022	02301EED9	Amarillo Potter TX	4.00%	0.37%	-	429	429
3/31/2022	3130AMLM2	FHLB	0.38%	0.38%	-	468	468
3/31/2022	3130AMMJ8	FHLB	0.40%	0.40%	-	1,000	1,000
3/31/2022	31346BRT1	Freddie Mac	2.00%	2.00%	-	5,000	5,000
2/1/2022	448474TM8	City of Hutto, TX GO	2.00%	0.40%	4,000	(3,590)	410
2/10/2022	639285PW9	Navarro ISD GO	5.00%	0.46%	667	(538)	129
2/15/2022	498730AX8	Klondike TX ISD GO	1.00%	0.10%	3,360	(3,269)	91
2/15/2022	983064YX8	City of Wylie, TX GO	3.00%	0.25%	6,958	(6,792)	166
2/15/2022	340405MW6	City of Floresville, TX Elec Light Re	4.00%	0.46%	10,500	(9,862)	638
2/15/2022	549188UJ7	City of Lubbock TX GO	2.32%	1.93%	5,800	(4,586)	1,214
2/15/2022	977810JU5	City of Wolfforth TX GO	4.00%	0.39%	5,000	(4,745)	255
2/15/2022	9128CBM2	US Treasury Note B Class	0.13%	0.21%	625	(122)	503
2/24/2022	386166JC7	Grand Praire TX TXbl Ref	3.00%	1.60%	-	522	522
2/25/2022	3133ENPY0-A	FFCB	1.75%	1.76%	-	1,712	1,712
3/1/2022	413946PC2	Harris Cnty TX MUD #278 GO	4.00%	1.14%	8,400	(7,140)	1,260
3/16/2022	3136G43H4	FMNA	0.40%	0.44%	2,000	(892)	1,108
2/15/2022	811275HB5	Scurry Rosser TX ISD	3.00%	0.45%	1,401	(1,161)	240
3/10/2022	3133ENPY0-B	FFCB	1.75%	1.92%	778	194	972
3/31/2022	3130APNE1	FHLB	0.90%	0.90%	-	2,250	2,250
3/31/2022	3130ARCN9	FHLB	2.00%	2.02%	-	56	56
					\$ 52,919	\$ (30,241)	\$ 22,678



CITY OF SHERMAN, TEXAS
DEBT PROCEEDS PORTFOLIO SUMMARY
For the Quarter Ending March 31, 2022

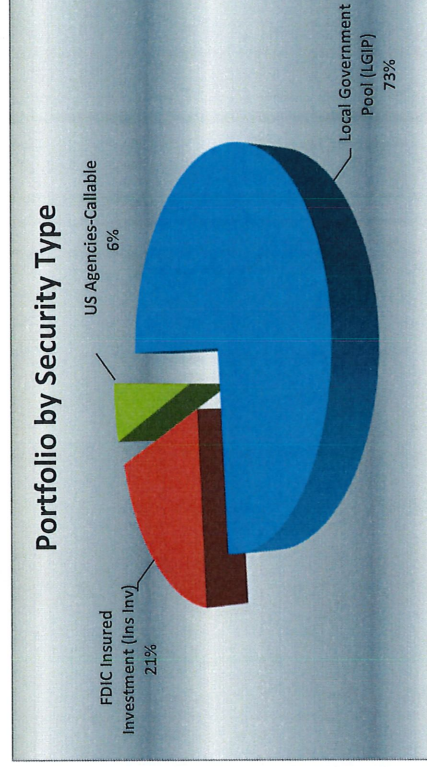
Total Portfolio Summary			
	Current Quarter 3/31/2022	Prior Quarter 12/31/2021	Change From Prior Quarter
Book Value	\$ 35,409,064	\$ 38,097,214	\$ (2,688,150)
Market Value	\$ 35,313,405	\$ 38,068,217	\$ (2,754,812)
Weighted Average Maturity - Days	53	54	(1)
Weighted Average Yield	0.13%	0.09%	0.04%
Earned Income	\$ 11,594	\$ 8,612	\$ 2,982
Earned Income - Year-to-Date	\$ 40,751	\$ 29,157	\$ 11,594

This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

As of March 31, 2022, the City of Sherman's debt proceeds portfolio had a book value of about \$35.4 million, which approximates the market value. Of this amount, \$26 million was held in Local Government Investment Pools (LGIP), \$7.4 million was held in FDIC Insured Investment Accounts (Ins Inv), and \$2 million was held in U.S. Agency Securities.

The portfolio value decreased by \$2.7 million from the previous quarter due to draws for project payments.

The weighted average yield on the portfolio was 0.13%, 4 basis points below the 4-week Constant Maturity Treasury Index of 0.17%, and 4 basis point above the previous quarter.



Mary Lawrence

Mary Lawrence, Finance Director and City of Sherman Investment Officer

Tammy Davis

Tammy Davis, Controller and City of Sherman Investment Officer

Name/CUSIP	Debt Issuance	Settlement Date	Security Type	Security Description	Maturity Date	Par Value	Purchase Price	Original Cost	Book Value	Market Price	Market Value	Days to Maturity	YTM
TexPool	2017A Stormwater Certificates of Obligation		LGIP	TexPool	4/1/2022	\$ 1,671,560	100.00	\$ 1,671,560	\$ 1,671,560	100.00	\$ 1,671,560	1	0.08%
TexPool	2019 Certificates of Obligation		LGIP	TexPool	4/1/2022	1,318,336	100.00	1,318,336	1,318,336	100.00	1,318,336	1	0.08%
TexPool	2021 Certificates of Obligation		LGIP	TexPool	4/1/2022	23,008,787	100.00	23,008,787	23,008,787	100.00	23,008,787	1	0.08%
Landing Rock	2017 Certificates of Obligation		Ins Inv	Landing Rock	4/1/2022	2,404,823	100.00	2,404,823	2,404,823	100.00	2,404,823	1	0.25%
Landing Rock	2021 Certificates of Obligation		Ins Inv	Landing Rock	4/1/2022	5,005,558	100.00	5,005,558	5,005,558	100.00	5,005,558	1	0.17%
31300AMZQ8	2021 Certificates of Obligation	06/30/21	US Agency-Callable	FHLB	8/30/2024	1,000,000	100.00	1,000,000	1,000,000	95.34	953,409	883	0.51%
3130AMHGO	2021 Certificates of Obligation	05/27/21	US Agency-Callable	FHLB	11/26/2024	1,000,000	100.00	1,000,000	1,000,000	95.09	950,932	971	0.48%
Total								\$ 35,409,064	\$ 35,409,064		\$ 35,313,405		



CITY OF SHERMAN, TX
Market Value Summary
AS of 3/31/2022

CUSIP	Security Type / Description	Maturity Date	Market Value 12/31/2021	Change in Market Value	Market Value 3/31/2022
TexPool 2017A Stormwater CO	LGIP		\$ 1,671,208	\$ 352	\$ 1,671,560
TexPool 2019 CO	LGIP		4,015,050	(2,696,714)	1,318,336
TexPool 2021 CO	LGIP		23,003,936	4,851	23,008,787
Landing Rock 2017 CO	Ins Inv		2,403,341	1,482	2,404,823
Landing Rock 2021 CO	Ins Inv		5,003,679	1,879	5,005,558
31300AMZQ8-FHLB 2021 CO	US Agency-Callable	8/30/2024	985,380	(31,971)	953,409
3130AMHGO-FHLB 2021 CO	US Agency-Callable	11/26/2024	985,623	(34,691)	950,932
Total			\$ 38,068,217	\$ (2,754,812)	\$ 35,313,405

Settle Date	Name	Security Description	Coupon	Maturity Date	Par Value	Price	Principal Amount	Interest Purchased/Received	Total Amount	YTM
<u>Project Payments/Draws</u>										
3/11/2022	TexPool 2019 CO	LGIP			\$ 2,697,282		\$ 2,697,282		\$ 2,697,282	
<u>Deposits/Purchases</u>										
<u>Income Payments</u>										
1/31/2022	Landing Rock 2017 CO	Ins Inv	0.25%					\$ 510	510	0.25%
1/31/2022	Landing Rock 2021 CO	Ins Inv	0.15%					637	637	0.15%
1/31/2022	TexPool 2017A Stormwater CO	LGIP	0.04%					53	53	0.04%
1/31/2022	TexPool 2019 CO	LGIP	0.04%					128	128	0.04%
1/31/2022	TexPool 2021 CO	LGIP	0.04%					734	734	0.04%
2/28/2022	Landing Rock 2017 CO	Ins Inv	0.25%					461	461	0.25%
2/28/2022	Landing Rock 2021 CO	Ins Inv	0.15%					576	576	0.15%
2/28/2022	TexPool 2017A Stormwater CO	LGIP	0.06%					81	81	0.06%
2/28/2022	TexPool 2019 CO	LGIP	0.06%					195	195	0.06%
2/28/2022	TexPool 2021 CO	LGIP	0.06%					1,115	1,115	0.06%
3/31/2022	Landing Rock 2017 CO	Ins Inv	0.25%					511	511	0.25%
3/31/2022	Landing Rock 2021 CO	Ins Inv	0.20%					665	665	0.20%
3/31/2022	TexPool 2017A Stormwater CO	LGIP	0.15%					218	218	0.15%
3/31/2022	TexPool 2019 CO	LGIP	0.15%					245	245	0.15%
3/31/2022	TexPool 2021 CO	LGIP	0.15%					3,002	3,002	0.15%
Total							\$		9,131	



CITY OF SHERMAN, TX
Comparison by Type
AS of 3/31/2022

Cash / Investment Type	Balance 6/30/2021	Balance 9/30/2021	Balance 12/31/2021	Balance 3/31/2022	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	\$35,640,917	\$29,468,184	\$28,690,194	\$ 25,998,683	73.42%	100.00%
FDIC Insured Investment (Ins Inv)	2,659,757	7,403,615	7,407,020	7,410,381	20.93%	100.00%
US Agency-Callable	2,000,000	2,000,000	2,000,000	2,000,000	5.65%	100.00%
Total	\$ 40,300,674	\$ 38,871,799	\$ 38,097,214	\$ 35,409,064	100.00%	

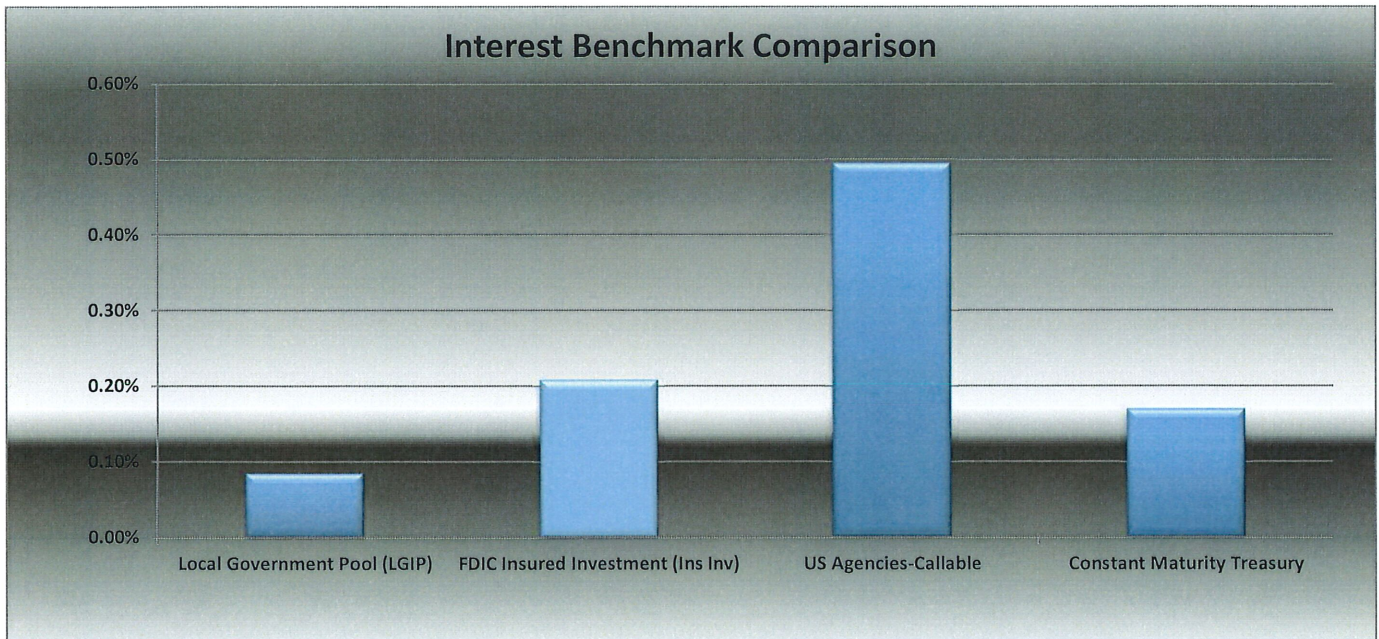


CITY OF SHERMAN, TX
Portfolio by Maturity
AS of 3/31/2022

Maturity Time Frame	Balance 6/30/2021	Balance 9/30/2021	Balance 12/31/2021	Balance 03/31/2022	Percent of Portfolio	Maximum Allowable
Within 1 month	\$ 38,300,674	\$ 36,871,799	\$ 36,097,214	\$ 33,409,064	94.4%	100%
2 years - 3 years	1,000,000	1,000,000	2,000,000	2,000,000	5.6%	
3 years - 4 years	1,000,000	1,000,000	-	-	0.0%	
	\$ 40,300,674	\$ 38,871,799	\$ 38,097,214	\$ 35,409,064		

Liquidity Indicator				
Weighted Average Maturity	60.55	58.01	54.34	53.30

Date Received/ Purchased	Name	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
1/31/2022	Landing Rock 2017 CO	Insured Investment		0.25%	\$ 510	\$ -	\$ 510
1/31/2022	Landing Rock 2021 CO	Insured Investment		0.15%	637	-	637
1/31/2022	TexPool 2017A Stormwater CO	LGIP		0.04%	53	-	53
1/31/2022	TexPool 2019 CO	LGIP		0.04%	128	-	128
1/31/2022	TexPool 2021 CO	LGIP		0.04%	734	-	734
2/28/2022	Landing Rock 2017 CO	Insured Investment		0.25%	461	-	461
2/28/2022	Landing Rock 2021 CO	Insured Investment		0.15%	576	-	576
2/28/2022	TexPool 2017A Stormwater CO	LGIP		0.06%	81	-	81
2/28/2022	TexPool 2019 CO	LGIP		0.06%	195	-	195
2/28/2022	TexPool 2021 CO	LGIP		0.06%	1,115	-	1,115
3/31/2022	Landing Rock 2017 CO	Insured Investment		0.25%	511	-	511
3/31/2022	Landing Rock 2021 CO	Insured Investment		0.15%	665	-	665
3/31/2022	TexPool 2017A Stormwater CO	LGIP		0.04%	218	-	218
3/31/2022	TexPool 2019 CO	LGIP		0.04%	245	-	245
3/31/2022	TexPool 2021 CO	LGIP		0.04%	3,002	-	3,002
3/31/2022	31300AMZQ8-FHLB 2021 CO	US Agency-Callable		0.51%	-	1,275	1,275
3/31/2022	3130AMHGO-FHLB 2021 CO	US Agency-Callable		0.48%	-	1,188	1,188
					\$ 9,131	\$ 2,463	\$ 11,594





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 5.

Meeting Date: 04/18/2022

Prepared By: Sarah McRae, Tourism/Main Street Manager

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Consider Request of the Sherman ISD Police Department to Temporarily Close Certain Streets for the Shattered Dreams event on Friday, April 29, 2022

Issue:

Consider Request of the Sherman ISD Police Department to Temporarily Close Certain Streets for the Shattered Dreams event on Friday, April 29, 2022

Background:

The Student Council from Sherman High School will be hosting a Shattered Dreams event at the High School on Friday, April 29, 2022. This is a two-day, school-based program that promotes responsible decision-making among high school students. A staged head-on-collision will be used as part of this event. Sherman ISD PD is requesting assistance and barricades to close Moore Street from Park St to Travis St. from 8:30am to 12:00pm.

Origination:

Heath Wester, Police Chief, Sherman ISD Police Department

Financial Consideration:

Barricade placement and removal will be provided by the City of Sherman Street Department.

Staff Recommendation:

It is recommended that the City Council authorize the street closures and provide barricades.

Alternatives:

As directed by the Council

Attachments

Request Letter

Street Closure Map



SHERMAN

Independent School District

The student council from Sherman High School will be hosting a shattered dreams event at the High School on Friday April 29, 2022. Shattered dreams is a two-day, school-based program that promotes responsible decision-making among high school students regarding underage drinking and impaired driving (driving after drinking or riding with a drinking driver) by showing them how irresponsible choices can end all dreams. A grim reaper will be walking around the school identifying those that are deceased from the accident and a student will be arrested for driving under the influence causing the accident.

We'll be staging a head on collision in front of the high school where students will be used as actual victims in the accident, with the Sherman Police, Fire and EMS along with our local air ambulance all responding.

We're requesting to get on the next agenda to ask for the closure of Moore Street from Park St to Travis St from approximately 8:30am to 12:00pm. We're asking the city to allow us this closure and help provide come barricades for the event.

Respectfully,

Heath Wester, Police Chief
Sherman ISD Police Department
2907 W. Travis St.
Sherman, Texas 75092
hwester@shermanisd.net
903-891-6440 ext 4421

Shattered Dreams, Map, blue dots are block off areas, the line is the accident scene.

15 views

Published 5 days ago

SHARE

Shattered Dreams Event

- Point 1
- Point 2
- Line 3





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 6.

Meeting Date: 04/18/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS**

Replat approval of Lots 1 thru 4, Block 1, of Las Casitas Addition, being 0.826 acres in the J.B. McAnair Survey, Abstract No. 763, and being all of Lots 1 thru 4, Block 1, Las Casitas Addition; Roberto Meraz, Owner; Lisseth Lara, Representative and Helvey-Wagner Surveying, Inc., Surveyor (600 Block North Frisco Road)

Issue:

To consider Replat approval of Lots 1 thru 4, Block 1, of Las Casitas Addition, being 0.826 acres in the J.B. McAnair Survey, Abstract No. 763, and being all of Lots 1 thru 4, Block 1, Las Casitas Addition; Roberto Meraz, Owner; Lisseth Lara, Representative and Helvey-Wagner Surveying, Inc., Surveyor (600 Block North Frisco Road)

Background:

The property is located in the 600 Block of North Frisco Road between North Broughton and North Throckmorton Streets and is zoned an R-1 (One-Family Residential) District. The owner would like to replat the property into five lots to build single-family homes.

Origination:

Roberto Meraz (Owner)
Lisseth Lara (Representative)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the March 22, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter
P & Z Communication



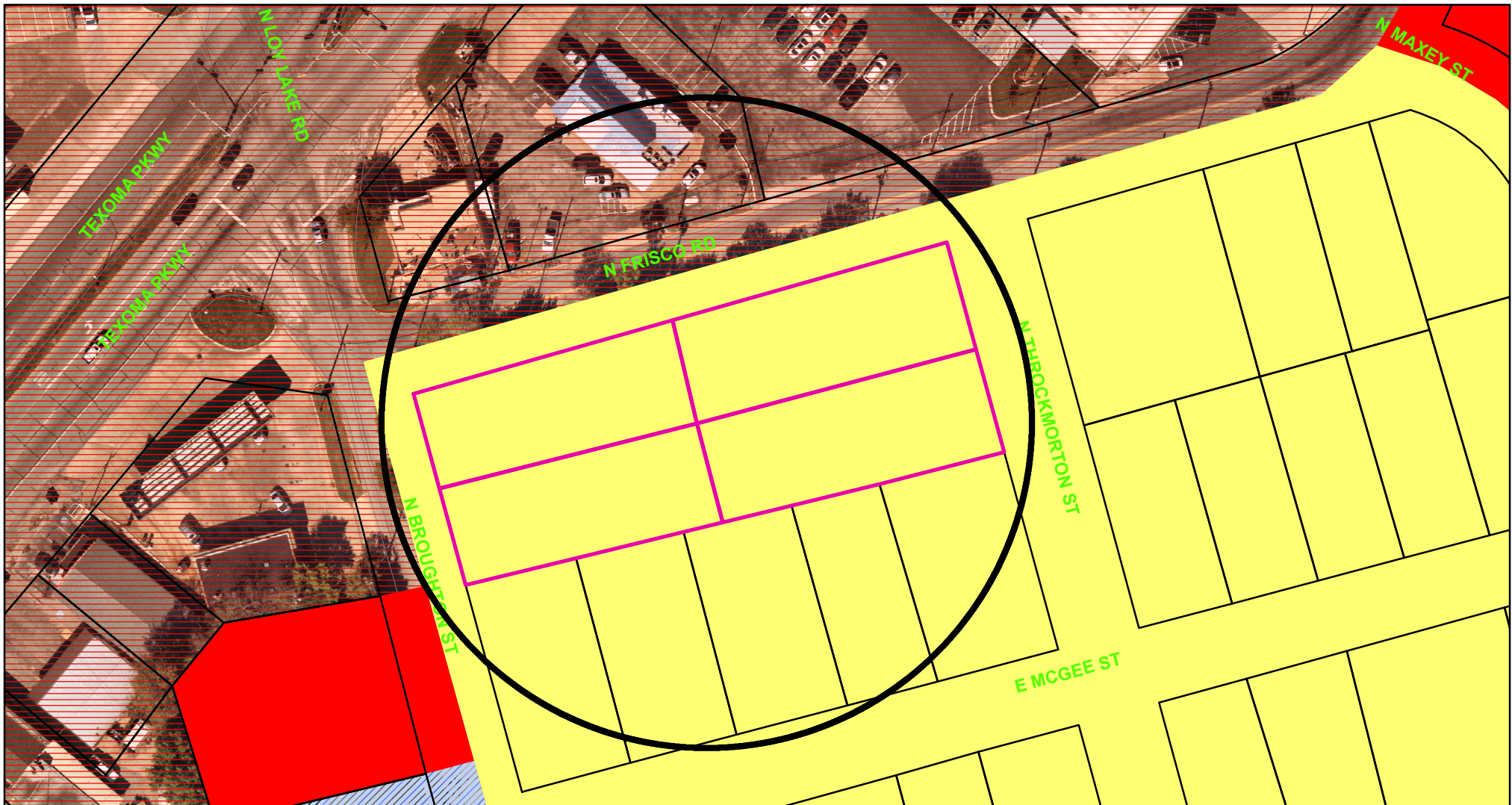
City of Sherman, Texas
Development Services Department

600 Blocks Frisco Road



NOT TO SCALE

1 in = 200 ft



Zoning - 600 Blocks Frisco Road

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: SpermGIS.DBO.TransportationCorridor_Rep_1

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

Zoning Districts

Representation: SpermGIS.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
-  PD Planned Development



City of Sherman, Texas
Development Services Department

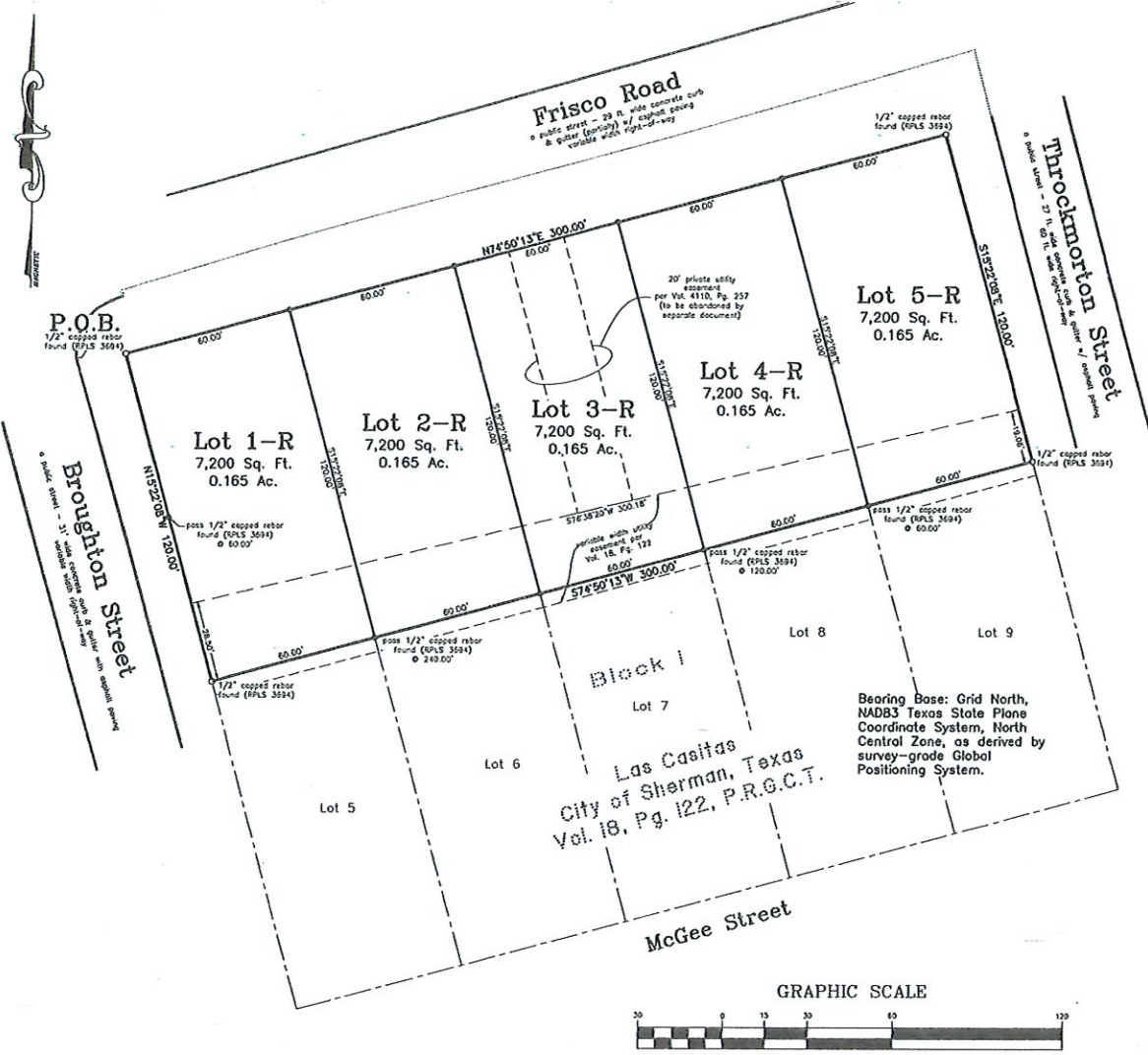


NOT TO SCALE

1 in = 82 ft

600 BLOCK NORTH FRISCO ROAD





**Replat of Lots 1 thru 4,
Block 1, of Las Casitas
to the
City of Sherman
Grayson County, Texas**

**0.826 Acres
in the
J.B. McAnair Survey
Abstract No. 763**

**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.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the roadway 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 28, 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.

Job No. CGS560122
Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (803) 463-6191
Email: kate@helveywagnersurveying.net
TBPELS Firm Registration No. 10088100

Owner:
Roberto Meraz
3264 Dripping Springs Road
Sherman, Texas 75090

FIELD NOTES

SITUATED in the City of Sherman, County of Grayson, State of Texas, and being a part of the J.B. McAnair Survey, Abstract No. 763 and being all of Lots 1 thru 4, Block 1 of Las Casitas, on Addition to the City of Sherman, Texas, as per plot of record in Volume 18, Page 122, Plat Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch capped rebar found (RPLS 3694) in the intersection of the East line of Broughton Street, a generally North-South Street, with the South right-of-way line of Frisco Road, a generally East-West street, being the Northwest corner of both said Lot 1 and the herein described tract;

THENCE North 74 deg. 50 min. 13 sec. East, with the South right-of-way line of said Frisco Road, and the North lines of said Lots 1 and 2, a distance of 300.00 ft. to a 1/2 inch capped rebar found (RPLS 3694) at the intersection of the South right-of-way line of said Frisco Road with the West right-of-way line of Throckmorton Street, a public street, at the Northeast corner of both said Lot 2 and the herein described tract;

THENCE South 15 deg. 22 min. 08 sec. East, with the West right-of-way line of said Throckmorton Street, and the East line of said Lots 2 and 4, a distance of 120.00 ft. to the Southeast corner of both said Lot 4 and the herein described tract, being the Northeast corner of Lot 9 of said Las Casitas;

THENCE South 74 deg. 50 min. 08 sec. West, with the South line of said Lots 4 and 3 of Las Casitas and the North lines of said Lots 9 thru 5, said Las Casitas **PASSING** a 1/2 inch capped rebar found at 60.00 ft. at the Northwest corner of said Lot 9, **PASSING** a 1/2 inch capped rebar found at 120.00 ft. at the Northwest corner of said Lot 8, **PASSING** a 1/2 inch capped rebar found at 2400.00 ft. at the Northeast corner of said Lot 6, and continuing for a TOTAL distance of 300.00 ft. to a 1/2 inch capped rebar found in the East right-of-way line of said Broughton Street, at the Northeast corner of said Lot 5 and the Southwest corner of both said Lot 3 and the herein described tract;

THENCE North 15 deg. 22 min. 08 sec. West, with the West line of said Lot 3, and the East line of said Broughton Street, **PASSING** a 1/2 inch capped rebar found at 60.00 ft. at the Northwest corner of said Lot 3 and the Southwest corner of said Lot 1, then continuing with the West line of said Lot 1 and the East line of said Broughton Street, a TOTAL distance of 120.00 ft. to the PLACE OF BEGINNING and containing 0.826 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:



I, Roberto Meraz, sole owner of Replat of Lots 1 thru 4, Block 1 of Las Casitas, on 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.

Roberto Meraz

AVIGATION RELEASE

WHEREAS, Roberto Meraz, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as Replat of Lots 1 thru 4, Block 1, Las Casitas, on addition to the City of Sherman, Grayson County, Texas.

OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a municipal corporation, hereinafter called CITY, and Sherman Municipal Airport, hereinafter called AIRPORT, from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of all aircraft (aircraft being defined for the purposes of this instrument as any contrivance now known or hereinafter invented, used or designed or navigation of or flight in the air) by whomsoever owned and operated, in the airspace above OWNER'S property. Such release shall include, but not be limited to, any damages to the OWNER'S described property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on the Sherman Municipal Airport, whether such claim be for injury or death to person or persons damages to or taking off of property; and OWNER does hereby fully remise and release any right or cause of action which it may now have or which it may in the future have against the CITY or AIRPORT, whether such claims be for injury or death to persons or damage to property due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation and/or maintenance of aircraft or aircraft engines at or on said Sherman Municipal Airport.

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at Replat of Lots 1 thru 4, Block 1, Las Casitas, on addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this _____ day of _____, 2022.

By: _____
By: Roberto Meraz, Owner

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

Given under my hand and seal of office this _____ day of _____, 2022.

Notary Public, Grayson County, Texas



This, the final plat of Replat of Lots 1 thru 4, Block 1 of Las Casitas, on Addition to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2022, by the Planning and Zoning Commission of the City of Sherman, Texas.

Chairman Secretary

This, the final plat of Replat of Lots 1 thru 4, Block 1 of Las Casitas, on Addition to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2022, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing final plat of Replat of Lots 1 thru 4, Block 1 of Las Casitas, on Addition to the City of Sherman, Texas, was submitted to the City Council of Sherman, Texas, on the _____ day of _____, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND THIS _____ DAY OF _____, 2022, BY _____ CITY CLERK, CITY OF SHERMAN, TEXAS

**Replat of Lots 1 thru 4,
Block 1, of Las Casitas
to the
City of Sherman
Grayson County, Texas
0.826 Acres
in the
J.B. McAnair Survey, Abstract No. 763**

Owner:
Roberto Meraz
3264 Dripping Springs Road
Sherman, Texas 75090

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (803) 463-6191
Email: kate@helveywagnersurveying.net
TBPELS Firm Registration No. 10088100



STAFF REVIEW LETTER

March 14, 2022

Roberto Meraz
3264 Dripping Springs Road
Sherman, TX 75090

Helvey-Wagner Surveying, Inc.
222 W. Main St.
Denison, TX 75020

Dear Applicants,

The request for approval of the Replat of Lots 1 thru 4, Block 1, of Las Casitas has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, March 22, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
2. Check with United States Postal Service (972-393-6326) for establishing the method or mode of mail delivery, the type of mailbox and location of the mailbox for each street delivery address. Centralized delivery is the preferred method of mail delivery.
3. Private Sanitary Sewer Easement was abandoned on March 7, 2022 by Resolution No. 6857 and filed of record in Instrument No. 2022-7917, OPRGCT. Instrument information of said abandonment to be shown on plat.
4. Simplify Plat Name and show as "being a replat of..."
5. Metes and bounds must match drawing. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)(7)*
6. Dedicate appropriate ROW along Frisco Road to allow for a total of 60' Right of Way within Frisco Road. *Code of Ordinances Chapter 10, Exhibit A, Sec. 5(C)(1)*
7. Dedicate a 15'x15' Right of Way corner clip on Northwest corner of proposed Lot 1-R. *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*
8. Dedicate a 15'x15' Right of Way corner clip on Northeast corner of proposed Lot 5-R. *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*
9. Dedicate a 10' Utility Easement along all street frontage. Easement to parallel new right of way created by corner clips. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
10. Original tax certificates with \$0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*

11. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
12. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

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

Respectfully,



Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal



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

Agenda Item No. 7.

Meeting Date: 03/22/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

Requested Action/Proposed Use:

600 BLOCK NORTH FRISCO ROAD

The request of Roberto Meraz (Owner), Lisseth Lara (Representative) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property in the 600 Block of North Frisco Road, being 0.826 acres in the J.B. McAnair Survey, Abstract No. 763, and being all of Lots 1 thru 4, Block 1, Las Casitas Addition, as follows:

Planning and Zoning Commission

- A. Replat approval of Lots 1 thru 4, Block 1, of Las Casitas
- B. **(AN EMAIL WAS RECIEVED FROM ROBERTO MERAZ ON MARCH 9, 2022, REQUESTING TO WITHDRAW THE ZONE CHANGE AND SITE PLAN APPROVAL REQUEST)** Zone change and site plan approval under Ordinance No. 2280, Section 12, from an R-1 (One-Family Residential) District to an R-2 (Multi-Family Residential) District.

Background:

This item was tabled at the February 22, 2022, meeting. The property is located in the 600 Block of North Frisco Road between North Broughton and North Throckmorton Streets and is zoned an R-1 (One Family Residential) District . The owner is requesting to Replat four (4) lots into five (5) lots for residential development . They have requested to withdraw the request for zone change and site plan.

Adjacent Zoning:

C-2 (General Commercial) District

R-1 (One Family Residential) District

Origination:

Roberto Meraz (Owner)

Lisseth Lara (Representative)

Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

102

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat

Building Elevations

Floor Plan

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 7.

Meeting Date: 04/18/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS**

Replat approval of Tuck Street, Second Addition, Being a replat of part of Lots 1, 2, and 3, Block 4 Mildred Heights Addition and being 0.321 acres and being part of Lots 1, 2 and 3, Block 4, Mildred Heights Addition; Evolution Realty LLC, Owner; Jacob Craft, Representative; SIAS Drafting & Design, Drafting and Design; and Copley Land Surveying, Surveyor (1321 and 1327 East Tuck Street)

Issue:

To consider Replat approval of Tuck Street, Second Addition, Being a replat of part of Lots 1, 2, and 3, Block 4 Mildred Heights Addition and being 0.321 acres and being part of Lots 1, 2 and 3, Block 4, Mildred Heights Addition; Evolution Realty LLC, Owner; Jacob Craft, Representative; SIAS Drafting & Design, Drafting and Design; and Copley Land Surveying, Surveyor (1321 and 1327 East Tuck Street)

Background:

The property is located at 1321 and 1327 East Tuck Street at the northwest corner of East Tuck and North Luckett Streets and is zoned an R-1 (One-Family Residential) District. The owner would like to replat the property into two 50' lots for residential development.

Origination:

Evolution Realty LLC (Owner)
Jacob Craft (Representative)
SIAS Drafting & Design (Drafting and Design)
Copley Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the March 22, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map

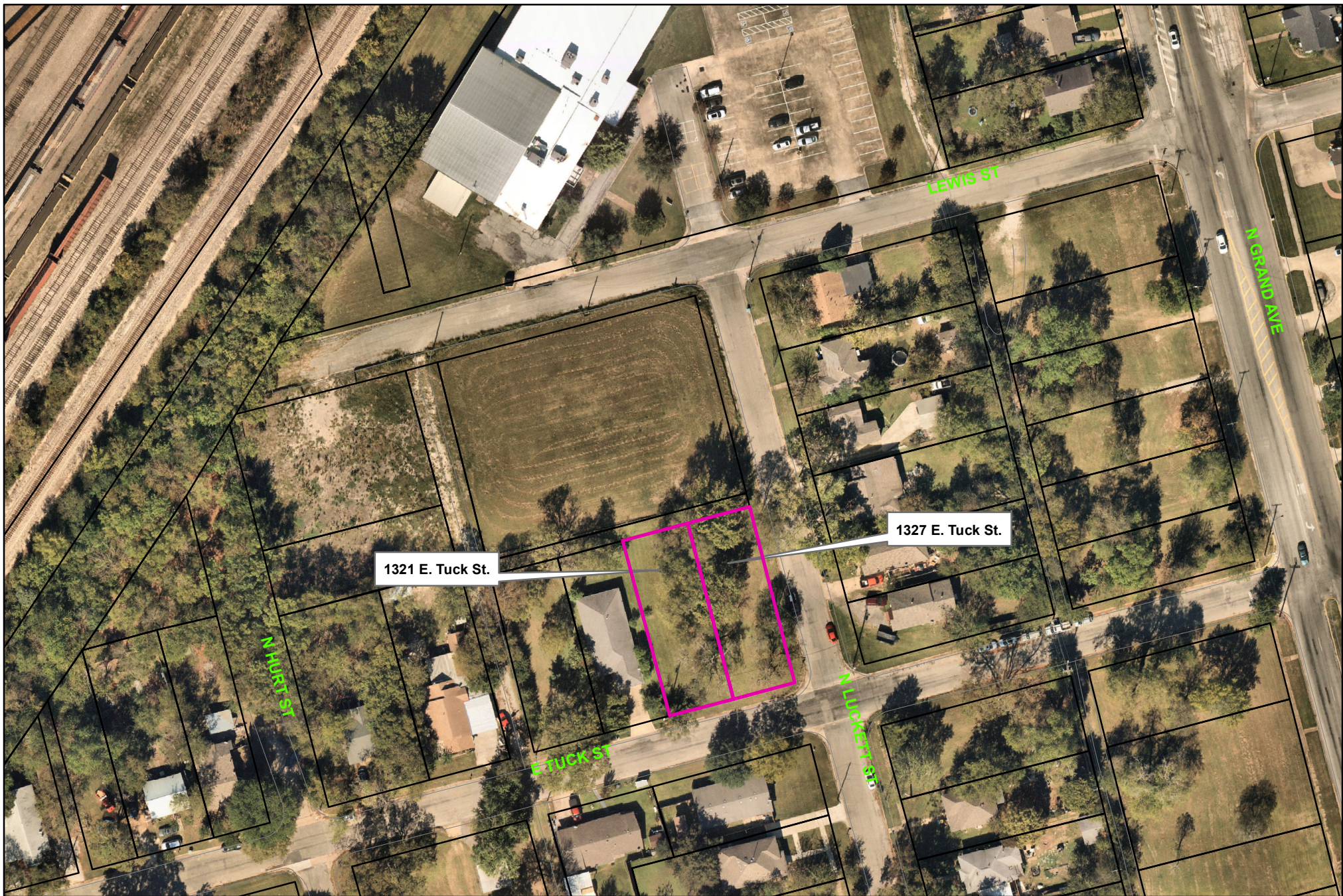
Zoning Map

Zoning Sign Photo

Replat

Staff Review Letter

P & Z Communication



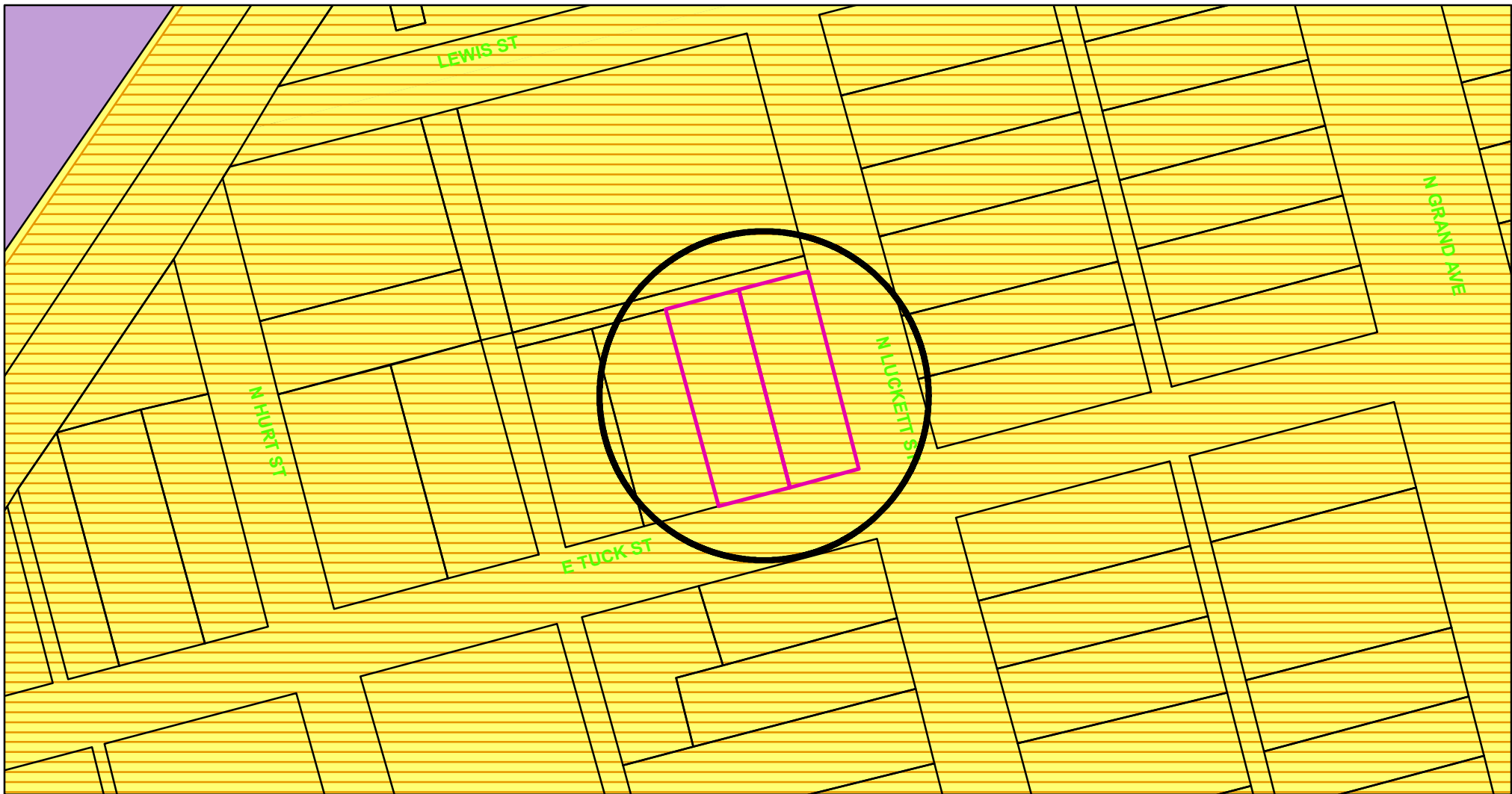
City of Sherman, Texas
Development Services Department

1321 & 1327 East Tuck Street



NOT TO SCALE

1 in = 100 ft



Zoning - 1321 & 1327 East Tuck Street

Legend

Special Districts Overlay

DISTRICT_NAME

-  Arts and Cultural District
-  Blalock Commercial Overlay District
-  Central Business District
-  College Park District
-  Downtown Overlay District
-  Historic Preservation District

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

-  FM 1417
-  Sam 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
-  PD Planned Development



City of Sherman, Texas
Development Services Department

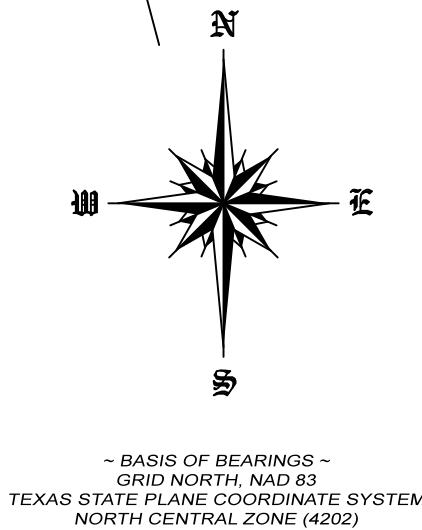
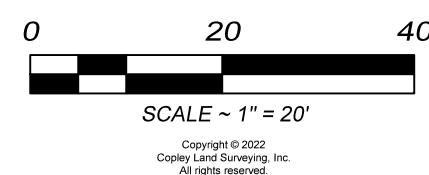
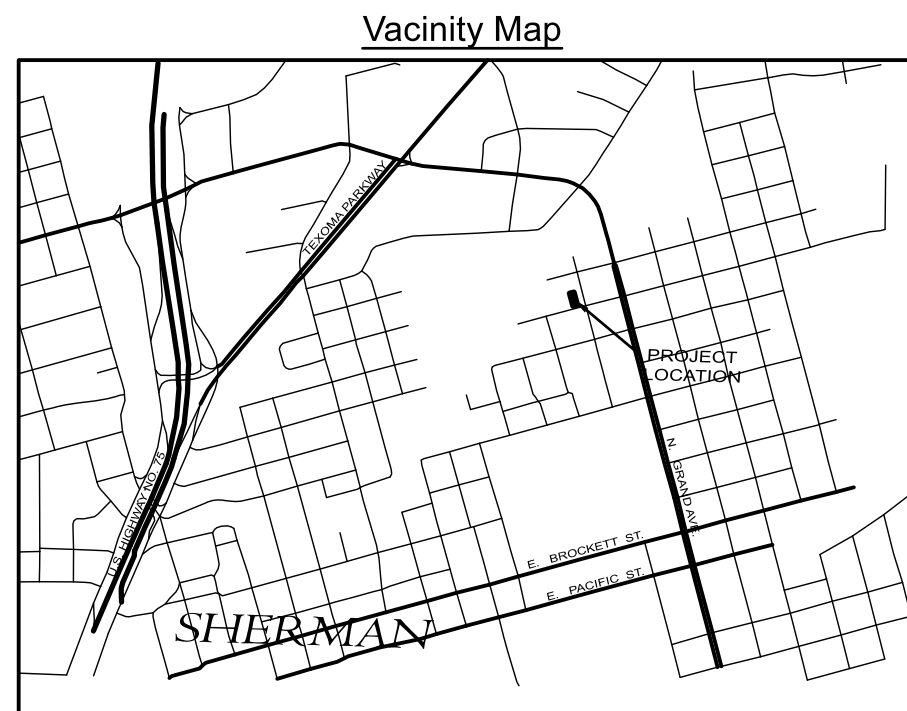


NOT TO SCALE

1 in = 100 ft

1321 & 1327 E Tuck





Final Plat
Tuck Street, Second Addition
an addition to
the City of Sherman
Grayson County, Texas
Being a replat of part of Lots 1, 2 & 3,
Block 4, Mildred Heights Addition



Copley Land Surveying
1702 Verdi Ln., Sherman, Texas 75090
TX 903-415-0443, © 360-980-0161
john@copleylandsurveying.com

OWNERS/DEVELOPER
ACELE HOLDINGS, LLC
101 NORTH GREENVILLE
SUITE C438,
ALLEN, TEXAS 75002

OWNERS/DEVELOPER
AUSTIN COLLEGE
900 N. GRAND AVE.
SHERMAN, TEXAS 75092

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

02/22/2022

Legal Description

Situated in the City of Sherman, County of Grayson, State of Texas being a part of Lots 1, 2 & 3, Block 4, Mildred Heights Addition as shown by plat of record in Volume 191, Page 1, Deed Records, Grayson County, Texas, being the same tract of land conveyed to Acele Holdings, LLC, by deed of record in Document No. 2021-23126, Official Public Records, Grayson County, Texas, and being the East 50 feet of said Lots 1, 2 & 3, Block 4 conveyed to Austin College by deed of record in Volume 4297, Page 166 of said Official Public Records, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 at intersection of the north line of East Tuck Street and the west line of Luckett Avenue for the southeast corner of said Block 4;

Thence **South 75°04'40" West**, along the north line of said E. Tuck Street and the south line of said Lot 3, Block 4, passing a 1/2" steel rod found with a cap marked RPLS 3694 at a distance of 50 feet, continuing for a total distance of **100.00 feet** to a 1/2" steel rod found maintaining the southwest corner of said Acele Holdings Tract and the southeast corner of Lot 2, Block 1, Tuck Street Addition, to the City of Sherman as shown by plat of record in Volume 16, Page 181, Plat Records, Grayson County, Texas;

Thence **North 14°55'20" West**, along the east line of said Lot 2, Block 4, Tuck Street Addition, the west line of said Acele Holdings Tract, a distance of **140.00 feet** to a 1/2" steel rod found marked RPLS 3694 in the south line of a 10' alley maintaining the northwest corner of said Acele Holdings Tract and the northeast corner of said Lot 2, Block 4, Tuck Street Addition;

Thence **North 75°04'40" East**, along the south line of said alley and the north line of said Lot 1, Block 4, passing a 1/2" steel rod found at a distance of 50 feet, continuing for a total distance of **100.00 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the west line of said Luckett Avenue for the northeast corner of said Lot 1 and the northeast corner of said Austin College Tract;

Thence **South 14°55'20" East**, along the east line of said Block 4 and Austin College Tract, a distance of **140.00 feet** to the **Point-of-Beginning** and containing **0.321 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
Registered Professional
Land Surveyor No. 6720
Firm No. 10194429

Date

AVIGATION RELEASE

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

WHEREAS, ACELE HOLDINGS, LLC and AUSTIN COLLEGE, 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 Tuck Street, Second 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 remise and release any right or cause of action which it may now have or which it may in the future have against the CITY or AIRPORT, whether such claims be for injury or death to persons or damage to property due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation and/or maintenance of aircraft or aircraft engines at or on said Sherman Municipal Airport.

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at Tuck Street, Second Addition, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this ____ day of ____, 2022.

By: ACELE HOLDINGS, LLC By: AUSTIN COLLEGE, a Corporation

By: DESIGNATED SIGNEE (ACELE HOLDINGS, LLC)

By: DESIGNATED SIGNEE (AUSTIN COLLEGE)

- GENERAL NOTES -

- Water Supply to be provided by the City of Sherman.
- Sewer service to be provided by the City of Sherman.
- Electrical service is provided by Oncor Electrical Delivery.
- Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the roadway is prohibited.
- 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.
- The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
- 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 owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
- Bearings are based on the City of Sherman Control Monument Network.
- The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.

Purpose:

The purpose of this is to Plat this 0.239 acre tract.



Copley Land Surveying
1702 Verdi Ln., Sherman, Texas 75090
TX 903-415-0443, © 360-980-0161
john@copleylandsurveying.com

OWNERS/DEVELOPER
ACELE HOLDINGS, LLC
101 NORTH GREENVILLE
SUITE C438,
ALLEN, TEXAS 75002

OWNERS/DEVELOPER
AUSTIN COLLEGE
900 N. GRAND AVE.
SHERMAN, TEXAS 75092

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

02/22/2022

Owners Certificate & Dedication**NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:**

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

WITNESS MY HAND this ____ day of ____, 2022.

DESIGNATED SIGNEE, ACELE HOLDINGS
OWNER LOT 3

DESIGNATED SIGNEE, AUSTIN COLLEGE
OWNER LOT 4

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 _____ (DESIGNATED SIGNEE, ACELE HOLDINGS, LLC) known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of ____, 2022.

Notary Public in and for
the State of Texas

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 _____ (DESIGNATED SIGNEE, AUSTIN COLLEGE) known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of ____, 2022.

Notary Public in and for
the State of Texas

Acceptance of Dedication

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, the Final Plat of TUCK STREET, SECOND ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council on the ____ day of ____, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this ____ day of ____, 2022.

Clerk, City of Sherman, Texas

Approved this ____ day of ____, 2022, 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
Tuck Street, Second Addition
an addition to
the City of Sherman
Grayson County, Texas
Being a replat of part of Lots 1, 2 & 3,
Block 4, Mildred Heights Addition



STAFF REVIEW LETTER

March 14, 2022

Acele Holdings, LLC
101 N. Greenville, Suite C438
Allen, TX 75002

Copley Land Surveying
1702 Verdi Lane
Sherman, TX 75090

Dear Applicants,

The request for approval of the Tuck Street, Second Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, March 22, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
2. Dedicate a 15'x15' Right of Way corner clip on Southwest corner of proposed Lot 4. *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*
3. Dedicate a 10' Utility Easement along all street frontage. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
4. Modify 10' Utility Easement on proposed Lot to parallel new right of way created by corner clip.
5. Remove direction (East) from Tuck Street in legal description.
6. The City of Sherman does not maintain alleys.
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. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

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

Respectfully,



Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal



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

Agenda Item No. 10.

Meeting Date: 03/22/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

Requested Action/Proposed Use:

1321 AND 1327 EAST TUCK STREET

The request of Evolution Realty LLC (Owner), Jacob Craft (Representative), SIAS Drafting & Design (Drafting and Design) and Copley Land Surveying (Surveyor) concerning the property at 1321 and 1327 East Tuck Street, being 0.321 acres and being part of Lots 1, 2 and 3, Block 4, Mildred Heights Addition, as follows:

Board of Adjustments

Variance under Ordinance No. 2280, Section 6.2, Subsection (1) to allow a 50' wide lot in lieu of the required 60' lot width for residential dwellings in an R-1 (One-Family Residential) District.

Planning and Zoning Commission

Replat approval of Tuck Street, Second Addition, Being a replat of part of Lots 1, 2, and 3, Block 4 Mildred Heights Addition.

Background:

The property is located at 1321 and 1327 East Tuck Street at the northwest corner of East Tuck and North Luckett Streets. The owner would like to replat the property into two 50' lots for residential development.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

Evolution Realty LLC (Owner)

Jacob Craft (Representative)

SIAS Drafting & Design (Drafting and Design)

Copley Land Surveying (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

50

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat

Site Plan

Building Elevations

Narrative

Staff Review Letter

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 8.

Meeting Date: 04/18/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS**

Final plat approval of the Dixon Addition in the City of Sherman's Extraterritorial Jurisdiction (ETJ), being 11.445 acres in the Aaron Burleson Survey, Abstract No. 61; Karen and Billy Dixon, Owners; and Copley Land Surveying, Surveyor (371 Mitchell Road)

Issue:

To consider Final plat approval of the Dixon Addition in the City of Sherman's Extraterritorial Jurisdiction (ETJ), being 11.445 acres in the Aaron Burleson Survey, Abstract No. 61; Karen and Billy Dixon, Owners; and Copley Land Surveying, Surveyor (371 Mitchell Road)

Background:

The property is located at 371 Mitchell Road between FM 1417 and Woodard Lane in Sherman's Extraterritorial Jurisdiction (ETJ). The owner would to plat the property into two (2) lots.

Origination:

Karen and Billy Dixon (Owners)
Copley Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the March 22, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat approval be approved subject to the Staff Review Letter.

Alternatives:

None

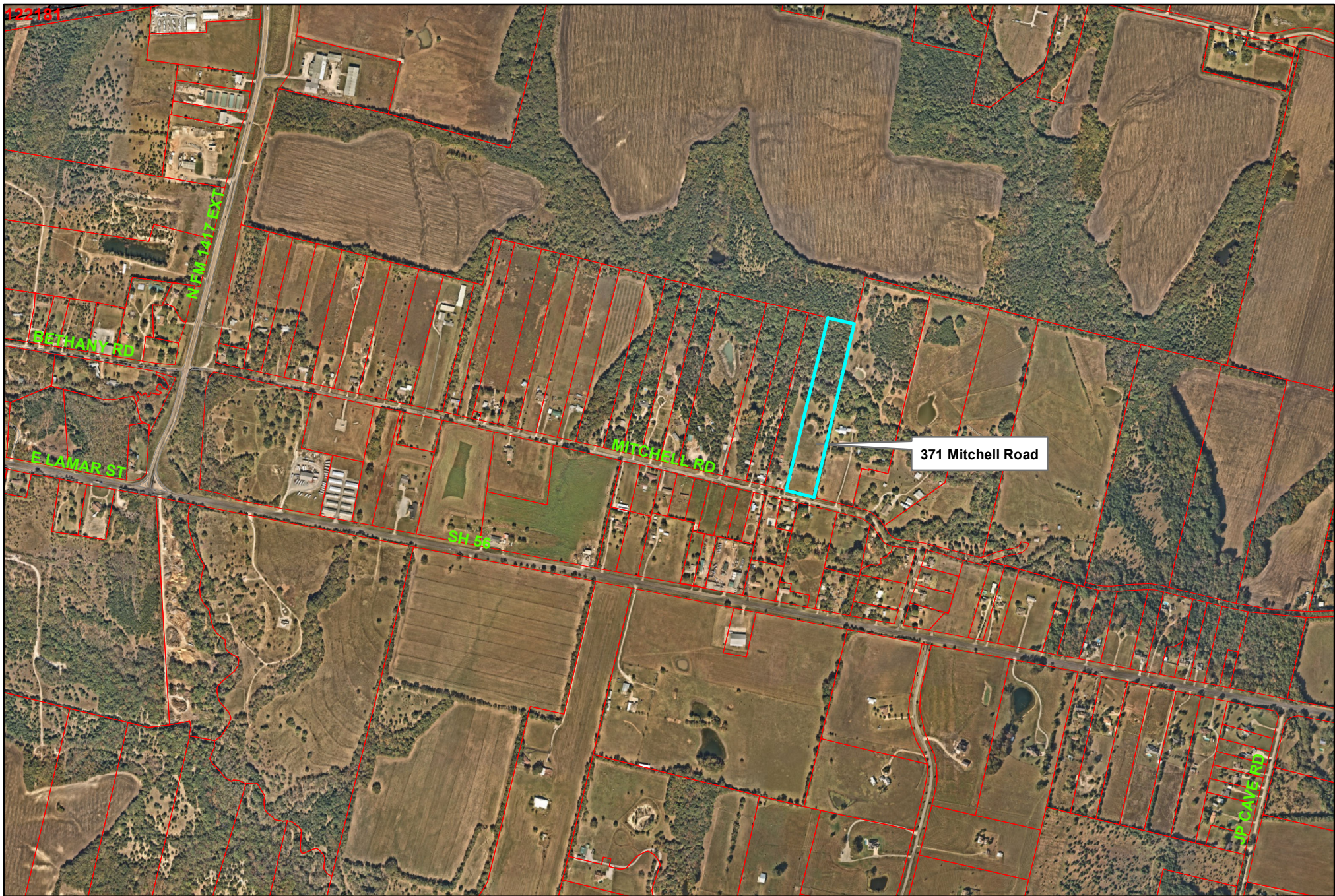
Attachments

Location Map

Final Plat

Staff Review Letter

P & Z Communication



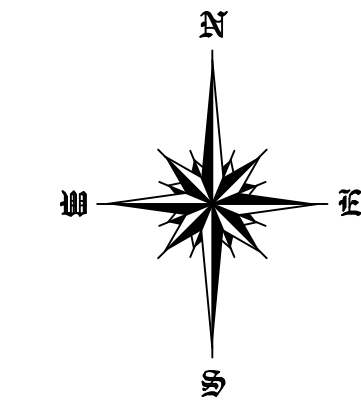
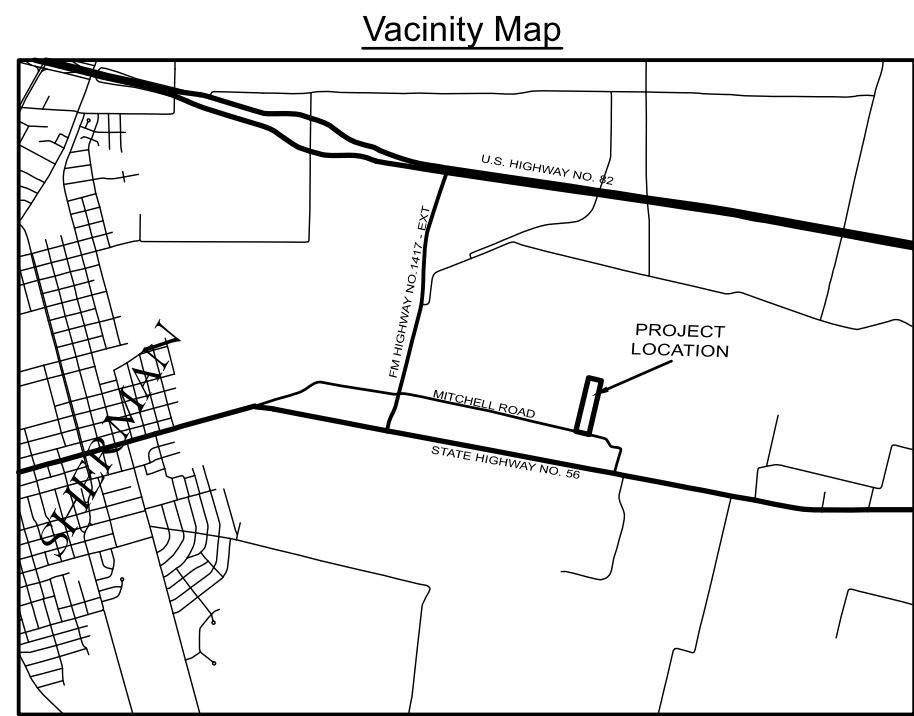
City of Sherman, Texas
Development Services Department

371 Mitchell Road (ETJ)



NOT TO SCALE

1 in = 1,000 ft



~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE (4202)

**Final Plat of
Dixon Addition**
an addition to the City of Sherman
Grayson County, Texas
Being 11.445 Acres in the A.
Burleson Survey, Abstract No. 61

Copley Land Surveying
1702 Verdi Ln., Sherman, Texas 75090
TX 903-415-0643, ©K 580-980-0161
john@copleylandsurveying.com

OWNERS/DEVELOPER
KAREN DIXON
BILLY DIXON
371 MITCHELL ROAD
SHERMAN, TEXAS 75090

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

2/21/2022

Legal Description

Situated in the City of Sherman, County of Grayson, State of Texas, being a part of the Aaron Burleson Survey, Abstract No. 61 and being the same 11.44 acre tract of land conveyed to Karen Dixon and Billy Dixon, Jr. by deed of record in Volume 5108, Page 14, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod found in the center of Mitchell Road maintaining the southeast corner of said 11.44 acre tract and the southwest corner of a 20.22 acre tract of land conveyed to Jeffrey B. Harris and wife Kari A. Harris by deed of record in Document No. 2017-25117 of said Official Public Records;

Thence **North 76°36'56" West**, along the centerline of said Mitchell Road and the south line of said 11.44 acre tract, a distance of **350.69 feet** to a 1/2" steel rod found maintaining the southwest corner of said 11.44 acre tract and the southeast corner of a 5.00 acre tract of land conveyed to Ricardo Almeida by deed of record in Volume 5693, Page 287 of said Official Public Records, Grayson County, Texas;

Thence **North 13°24'26" East**, along the west line of said 11.44 acre tract and the east line of said 5.00 acre tract, passing a 1/2" steel rod found at a distance of 30.3 feet, continuing for a total distance of **1,434.92 feet** to a 1/2" steel rod found in the south line of a 394.89 acre tract of land conveyed to Heritage Land Holdings, LP by deed of record in Volume 5982, Page 708 of said Official Public Records maintaining the northwest corner of said 11.44 acre tract and the northeast corner of said 5.00 acre tract;

Thence **South 76°49'50" East**, along the north line of said 11.44 acre tract and the south line of said 394.89 acre tract, a distance of **343.86 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the west line of said 20.22 acre tract, for the northeast corner of said 11.44 acre tract and the southeast corner of said 394.89 acre tract;

Thence **South 13°08'04" West**, along the east line of said 11.44 acre tract and the west line of said 20.22 acre tract, passing a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 at a distance of 1,406.22 feet and passing a 1/2" steel rod found at a distance of 1414.12 feet, continuing for a total distance of **1,436.22 feet** to the **Point-of-Beginning** and containing **11.445 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
Registered Professional
Land Surveyor No. 6720
Firm No. 10194429

Date

AVIGATION RELEASE

THE STATE OF TEXAS \$
COUNTY OF GRAYSON \$

WHEREAS, KAREN DIXON and BILLY DIXON, 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 DIXON 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 DIXON ADDITION, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this ____ day of ____, 2022.

By: _____
KAREN DIXON

By: _____
BILLY DIXON

~ 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 Onco Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the roadway 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 plat is to Amend a replat of 2 Lots.

Copley Land Surveying
1702 Verdi Ln., Sherman, Texas 75090
TX 903-415-0643, ©K 580-980-0161
john@copleylandsurveying.com

OWNERS/DEVELOPER
KAREN DIXON
BILLY DIXON
371 MITCHELL ROAD
SHERMAN, TEXAS 75090

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

2/21/2022

Owners Certificate & Dedication

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

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

WITNESS MY HAND this ____ day of ____, 2022.

KAREN DIXON

BILLY DIXON

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 KAREN DIXON known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of ____, 2022.

Notary Public in and for
the State of Texas

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 BILLY DIXON known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of ____, 2022.

Notary Public in and for
the State of Texas

Acceptance of Dedication

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, the Final Plat of DIXON ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council on the ____ day of ____, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this ____ day of ____, 2022.

Clerk, City of Sherman, Texas

Approved this ____ day of ____, 2022, 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
Dixon Addition**
an addition to the City of Sherman
Grayson County, Texas
Being 11.445 Acres in the A.
Burleson Survey, Abstract No. 61



STAFF REVIEW LETTER

March 14, 2022

Karen Dixon
Billy Dixon
371 Mitchell Rd.
Sherman, TX 75090

Copley Land Surveying
1702 Verdi Lane
Sherman, TX 75090

Dear Applicants,

The request for approval of the Dixon Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, March 22, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Remove "an addition to the City of Sherman" from Plat subtitle and dedication as property does not currently lie within City of Sherman city limits.
2. No City of Sherman water available to site. Property lies within Pink Hill Water Supply Corporation Water CCN.
3. Dedicate a 10' Utility Easement along all street frontage. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
4. Point of Beginning on drawing must be in Arial, Calibri, or Times New Roman font. *Code of Ordinances Chapter 10.05, Exhibit A, Section 6(B)*
5. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
6. Original tax certificates with \$0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
7. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. 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
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal



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

Agenda Item No. 11.

Meeting Date: 03/22/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

Requested Action/Proposed Use:

*** 371 MITCHELL ROAD**

The request of Karen and Billy Dixon (Owners) and Copley Land Surveying (Surveyor) concerning the property located at 371 Mitchell Road, being 11.445 acres in the Aaron Burleson Survey, Abstract No. 61, as follows:

Planning and Zoning Commission

Final plat approval of the Dixon Addition, in the City of Sherman's Extra Territorial Jurisdiction (ETJ).

Background:

The property is located at 371 Mitchell Road between FM 1417 and Woodard Lane in Sherman's Extra Territorial Jurisdiction (ETJ). The owner would plat the property into two (2) lots.

Adjacent Zoning:

Extra Territorial Jurisdiction (ETJ)

Origination:

Karen and Billy Dixon (Owners)

Copley Land Surveying (Surveyor)

Master Plan Designation:

Not included in Master Plan

Number of notices mailed:

0

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map

Final Plat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 9.

Meeting Date: 04/18/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS**

Final plat approval of the Rhodes Addition in the City of Sherman's Extraterritorial Jurisdiction (ETJ), being 10.048 acres and being part of the William Watkins Survey, Abstract No. 1325, and being all of 5.00-acre Tract 34 and a 5.00 acre Tract 34; Tommie and Tammy Rhodes, Owners; and Copley Land Surveying, Surveyor (415 Valley Ranch Road)

Issue:

To consider Final plat approval of the Rhodes Addition in the City of Sherman's Extraterritorial Jurisdiction (ETJ), being 10.048 acres and being part of the William Watkins Survey, Abstract No. 1325, and being all of 5.00-acre Tract 34 and a 5.00 acre Tract 34; Tommie and Tammy Rhodes, Owners; and Copley Land Surveying, Surveyor (415 Valley Ranch Road)

Background:

The property is located at 415 Valley Ranch Road between Reynolds Road and Pumping Jack Road in Sherman's Extraterritorial Jurisdiction (ETJ). The owner would like to plat the property into two (2) lots.

Origination:

Tommie and Tammy Rhodes (Owners)
Copley Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the March 22, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat approval be approved subject to the Staff Review Letter.

Alternatives:

None

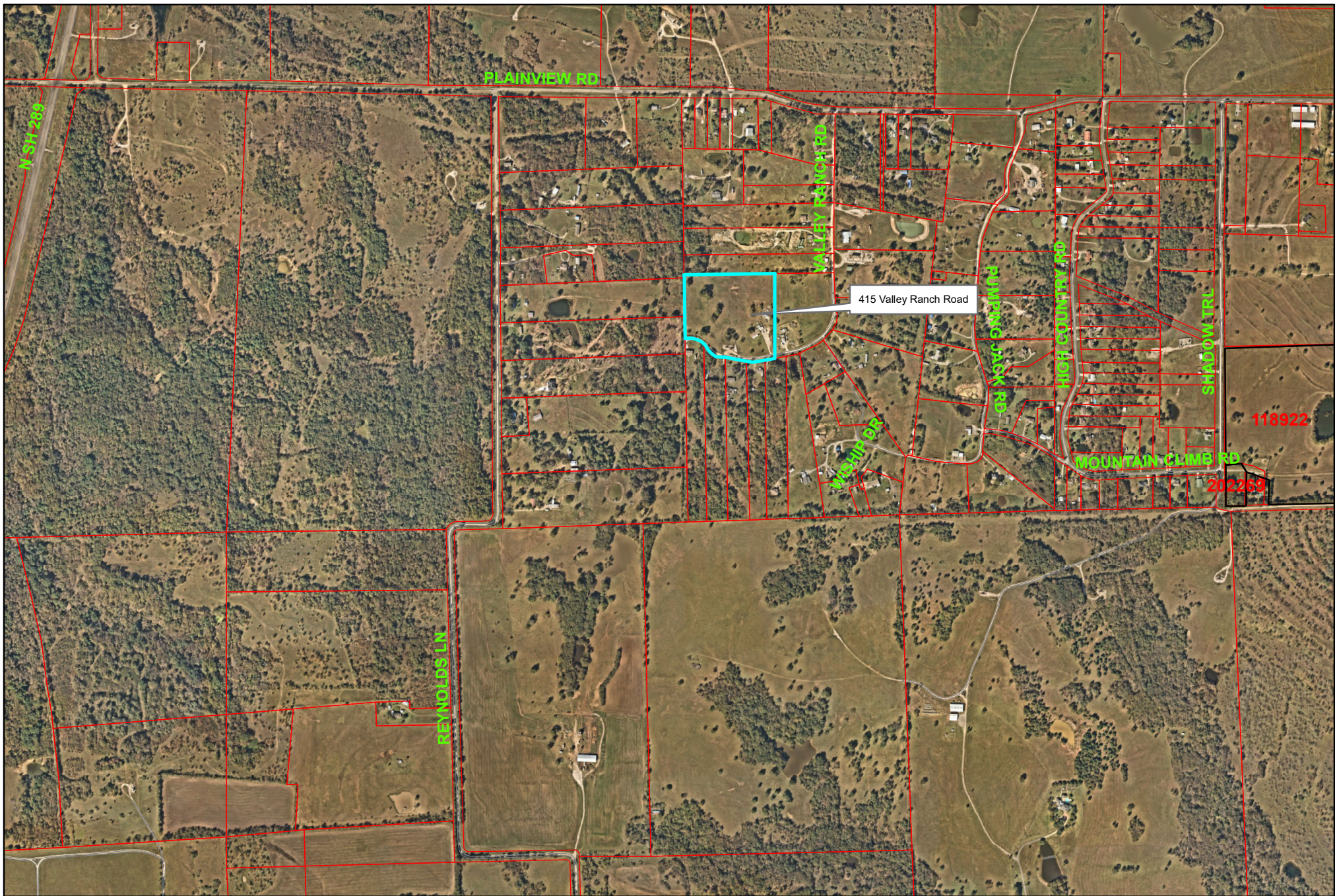
Attachments

Location Map

Final Plat

Staff Review Letter

P & Z Communication



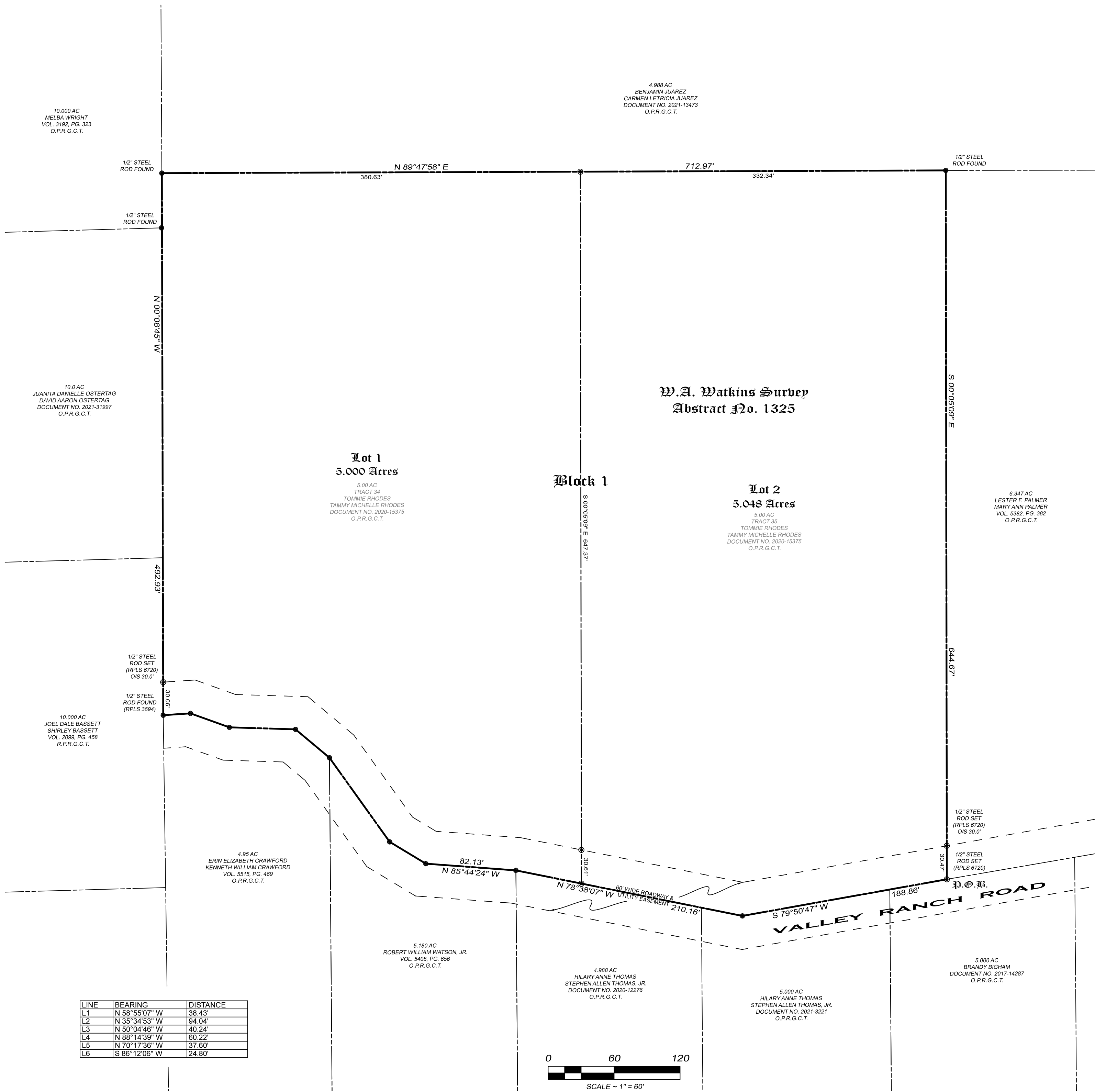
415 Valley Ranch Road (ETJ)

City of Sherman, Texas
Development Services Department

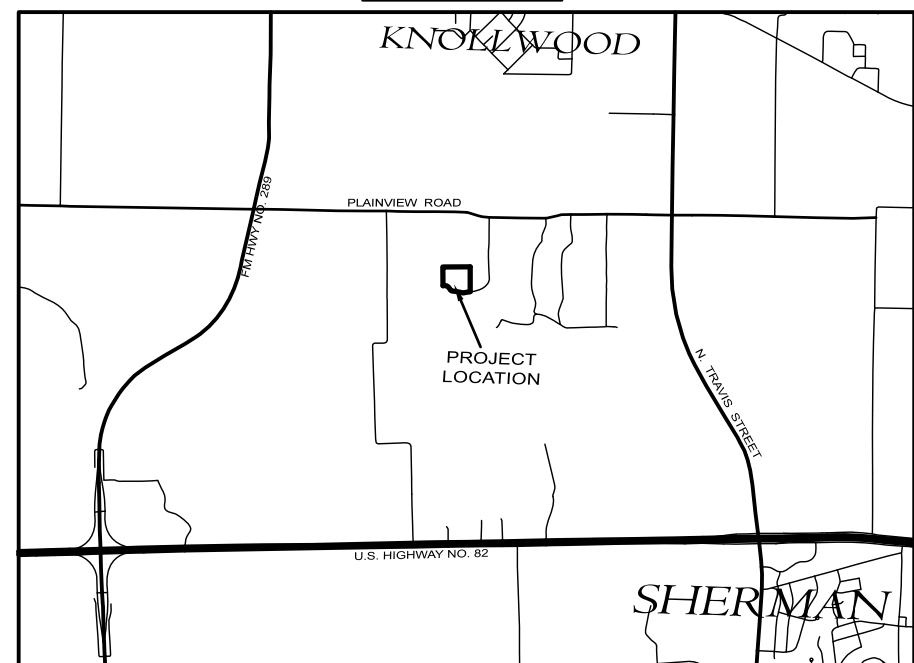


NOT TO SCALE

1 in = 1,000 ft



Vicinity Map

**Copley Land Surveying**

1702 Verdi Ln., Sherman, Texas 75090
TX 903-415-0443, © 360-980-0181
john@copleylandsurveying.com

OWNERS/DEVELOPER

TOMMIE RHODES
TAMMY MICHELLE RHODES
415 VALLEY RANCH RD.
SHERMAN, TEXAS 75092

SURVEYOR

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

2/10/2022

Final Plat of
Rhodes Addition
an addition to
the City of Sherman
Grayson County, Texas

Legal Description

Situated in the County of Grayson, State of Texas, being a part of the William Watkins Survey, Abstract No. 1325, and being all of a 5.00 acre Tract 34 and a 5.00 acre Tract 34 conveyed to Tommie Rhodes and wife Tammy Michelle Rhodes by deed of record in Document No. 2020-15375, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the centerline of a 60' wide roadway and utility easement (known as Valley Ranch Road) at the southeast corner of said Tract 35 and the southwest corner of a 6.347 acre tract of land conveyed to Lester F. Palmer and wife Mary Ann Palmer by deed of record in Volume 5382, Page 382 of said Official Public Records;

Thence in a westerly direction with the centerline of said 60' wide roadway and utility easement (known as Valley Ranch Road) and the south line of said Tracts 34 and 35 the following calls and distances:

South 79°50'47" West, a distance of **188.86 feet** to a point;
North 78°38'07" West, a distance of **210.16 feet** to a point;
North 85°44'24" West, a distance of **82.13 feet** to a point;
North 58°55'07" West, a distance of **38.43 feet** to a point;
North 35°34'53" West, a distance of **94.04 feet** to a point;
North 50°04'46" West, a distance of **40.24 feet** to a point;
North 88°14'39" West, a distance of **60.22 feet** to a point;
North 70°17'36" West, a distance of **37.60 feet** to a point;
South 86°12'06" West, a distance of **24.80 feet** to a 1/2" steel rod found in the east line of a 10.000 acre tract of land conveyed to Joel Dale Bassett and wife Shirley Bassett by deed of record in Volume 2099, Page 458, Real Property Records, Grayson County, Texas maintaining the southwest corner of said Tract 34 and the northwest corner of a 4.95 acre tract of land conveyed to Kenneth William Crawford and wife Erin Elizabeth Crawford by deed of record in Volume 5515, Page 469 of said Official Public Records;

Thence **North 00°08'45" West**, along the west line of said Tract 34 and the east line of said 10.000 acre tract, passing a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 at a distance of 30.0 feet, passing the northeast corner of said 10.000 acre tract, continuing along the east line of a 10.0 acre tract of land conveyed to Juanita Danielle Ostertag and David Aaron Ostertag by deed of record in Document No. 2021-31997 of said Official Public Records, passing a 1/2" steel rod found and the northeast corner of said 10.0 acre tract at a distance of 443.2 feet, continuing for a total distance of **492.93 feet** to a 1/2" steel rod found in the east line of a 10.000 acre tract of land conveyed to Melba Wright by deed of record in Volume 3192, Page 323 of said Official Public Records maintaining the northwest corner of said Tract 34 and the southwest corner of a 4.988 acre tract of land conveyed to Benjamin Juarez and wife Carmen Leticia Juarez by deed of record in Document No. 2021-13473 of said Official Public Records;

Thence **North 89°47'58" East**, along the north line of said Tract 34 and the south line of said 4.988 acre tract, passing the northeast corner of said Tract 34, continuing along the north line of said Tract 35 for a total distance of **712.97 feet** to a 1/2" steel rod found maintaining the northeast corner of said Tract 35 and the northwest corner of said 6.347 acre tract;

Thence **South 00°05'09" East**, along the east line of said Tract 35 and the west line of said 6.347 acre tract, passing a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 at a distance of 614.67 feet, continuing for a total distance of **644.67 feet** to the **Point-of-Beginning** and containing **10.048 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
Registered Professional
Land Surveyor No. 6720
Firm No. 10194429

Date

AVIGATION RELEASE

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

WHEREAS, TOMMIE RHODES and wife TAMMY MICHELLE RHODES, 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 RHODES 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 RHODES ADDITION, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this ____ day of ____, 2022.

By: TOMMIE RHODESBy: TAMMY MICHELLE RHODES**Owners Certificate & Dedication**

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

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

WITNESS MY HAND this ____ day of ____, 2022.

TOMMIE RHODESTAMMY MICHELLE RHODES

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 TOMMIE RHODES known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of ____, 2022.

Notary Public in and for
the State of Texas

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 TAMMY MICHELLE RHODES known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of ____, 2022.

Notary Public in and for
the State of Texas

Acceptance of Dedication

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, the Final Plat of RHODES ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council on the ____ day of ____, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this ____ day of ____, 2022.

Clerk, City of Sherman, Texas

Approved this ____ day of ____, 2022, by the City Planning Commission to the City of Sherman, Texas.

ChairmanSecretary

Accepted by the City Council of the City Sherman.

Mayor, City of Sherman, TexasDate**Copley Land Surveying**

1702 Verdi Ln., Sherman, Texas 75090
TX 903-415-0443, © 360-980-0181
john@copleylandsurveying.com

OWNERS/DEVELOPER

TOMMIE RHODES
TAMMY MICHELLE RHODES
415 VALLEY RANCH RD.
SHERMAN, TEXAS 75092

SURVEYOR

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

2/10/2022

Final Plat of
Rhodes Addition
an addition to
the City of Sherman
Grayson County, Texas



STAFF REVIEW LETTER

March 14, 2022

Tommie Rhodes
Tammy Michelle Rhodes
415 Valley Ranch Road
Sherman, TX 75092

Copley Land Surveying
1702 Verdi Lane
Sherman, TX 75090

Dear Applicants,

The request for approval of the Rhodes Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, March 22, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Remove "an addition to the City of Sherman" from Plat subtitle and dedication as property does not currently lie within City of Sherman city limits.
2. Plat references, property identifications, and Point of Beginning on drawing must be in Arial, Calibri, or Times New Roman font. *Code of Ordinances Chapter 10.05, Exhibit A, Section 6(B)*
3. Show instrument information for 60' Wide Roadway and Utility Easement on drawing.
4. Indicate line segment on drawing. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)(7)*
5. Metes and bounds must match drawing. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)(7)*
6. Remove Avigation Easement from plat. Property lies within Airport Hazard Zone of North Texas Regional Airport (NTRA)
7. City sewer does not serve subject property. On-site sewage facility is required. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
8. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
9. 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)*
10. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

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

Respectfully,



Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal



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

Agenda Item No. 12.

Meeting Date: 03/22/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

Requested Action/Proposed Use:

*** 415 VALLEY RANCH ROAD**

The request of Tommie and Tammy Rhodes (Owners) and Copley Land Surveying (Surveyor) concerning the property at 415 Valley Ranch Road, being 10.048 acres and being part of the William Watkins Survey, Abstract No. 1325, and being all of 5.00-acre Tract 34 and a 5.00 acre Tract 34.

Planning and Zoning Commission

Final plat approval of the Rhodes Addition, in the City of Sherman's Extra Territorial Jurisdiction (ETJ).

Background:

The property is located at 415 Valley Ranch Road between Reynolds Road and Pumping Jack Road in Sherman's Extra Territorial Jurisdiction (ETJ). The owner would like plat the property into two (2) lots.

Adjacent Zoning:

Extra Territorial Jurisdiction (ETJ)

Origination:

Tommie and Tammy Rhodes (Owners)

Copley Land Surveying (Surveyor)

Master Plan Designation:

Not included in Master Plan

Number of notices mailed:

0

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map

Final Plat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 10.

Meeting Date: 04/18/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS**

Replat approval of Lots 4 & 5, Block 1, R. E. Shannon Second Addition, being 0.624 Acres in the J.B McAnair Survey, abstract No. 763, also being all of Lots 4 and 5, Block 1, of R.E. Shannon Second Addition; Robert and Kellie LaPrelle, Owner and Helvey-Wagner Surveying, Inc., Surveyor (403 West Belden Street)

Issue:

To consider Replat approval of Lots 4 & 5, Block 1, R. E. Shannon Second Addition, being 0.624 Acres in the J.B McAnair Survey, abstract No. 763, also being all of Lots 4 and 5, Block 1, of R.E. Shannon Second Addition; Robert and Kellie LaPrelle, Owner and Helvey-Wagner Surveying, Inc., Surveyor (403 West Belden Street)

Background:

The property is located at 403 West Belden, the northwest corner of North Alexander and West Belden Streets. The owner is requesting a 2' side yard setback and a 5' setback from the main structure for an existing non-conforming building.

Origination:

Robert and Kellie LaPrelle (Owner)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the March 22, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat

Staff Review Letter

P & Z Communication

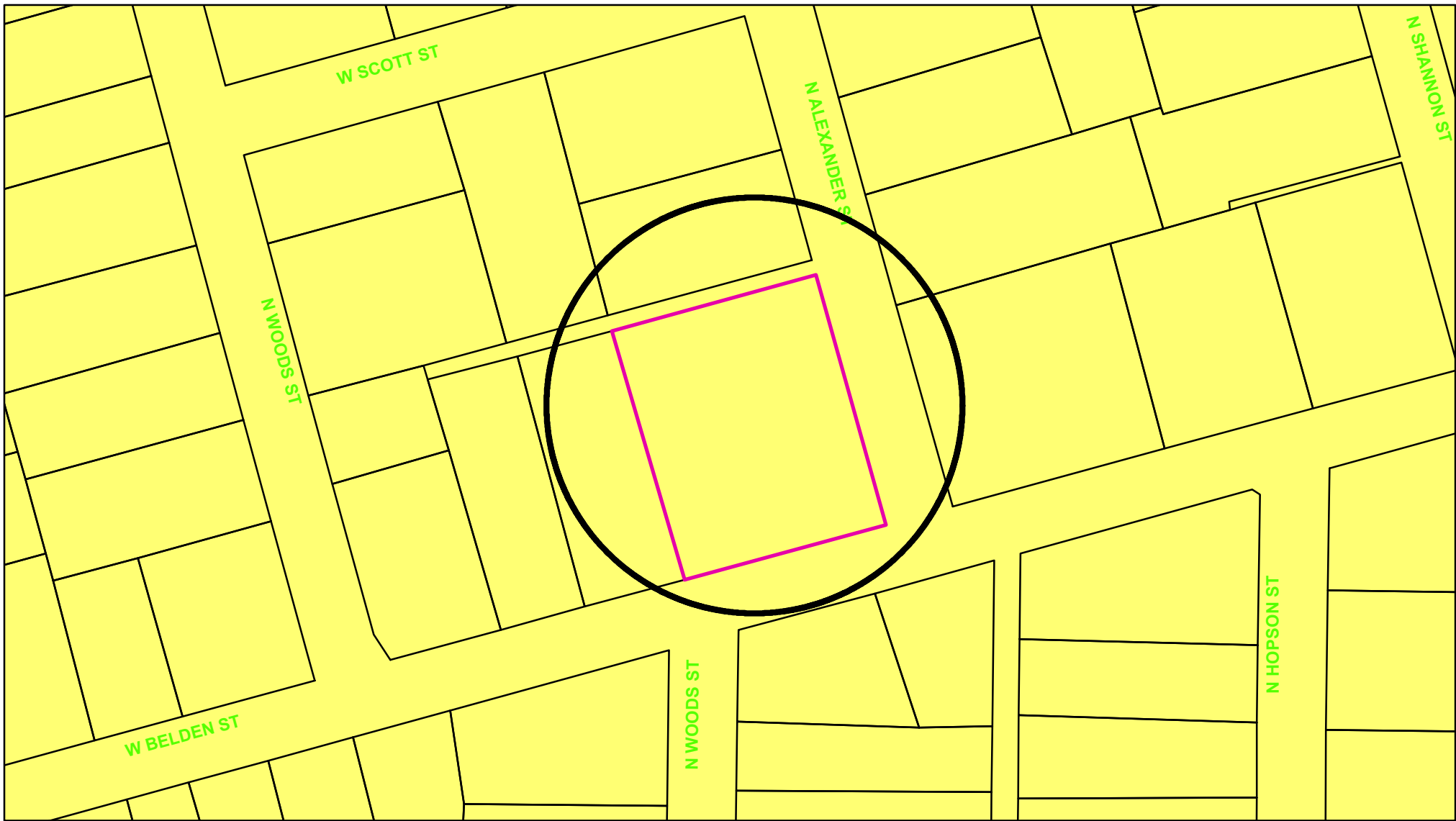


City of Sherman, Texas
Development Services Department

403 West Belden Street



1 in = 100 ft



Zoning - 403 West Belden Street

Legend

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

- FM 1417
- Sam 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
- PD Planned Development



City of Sherman, Texas
Development Services Department

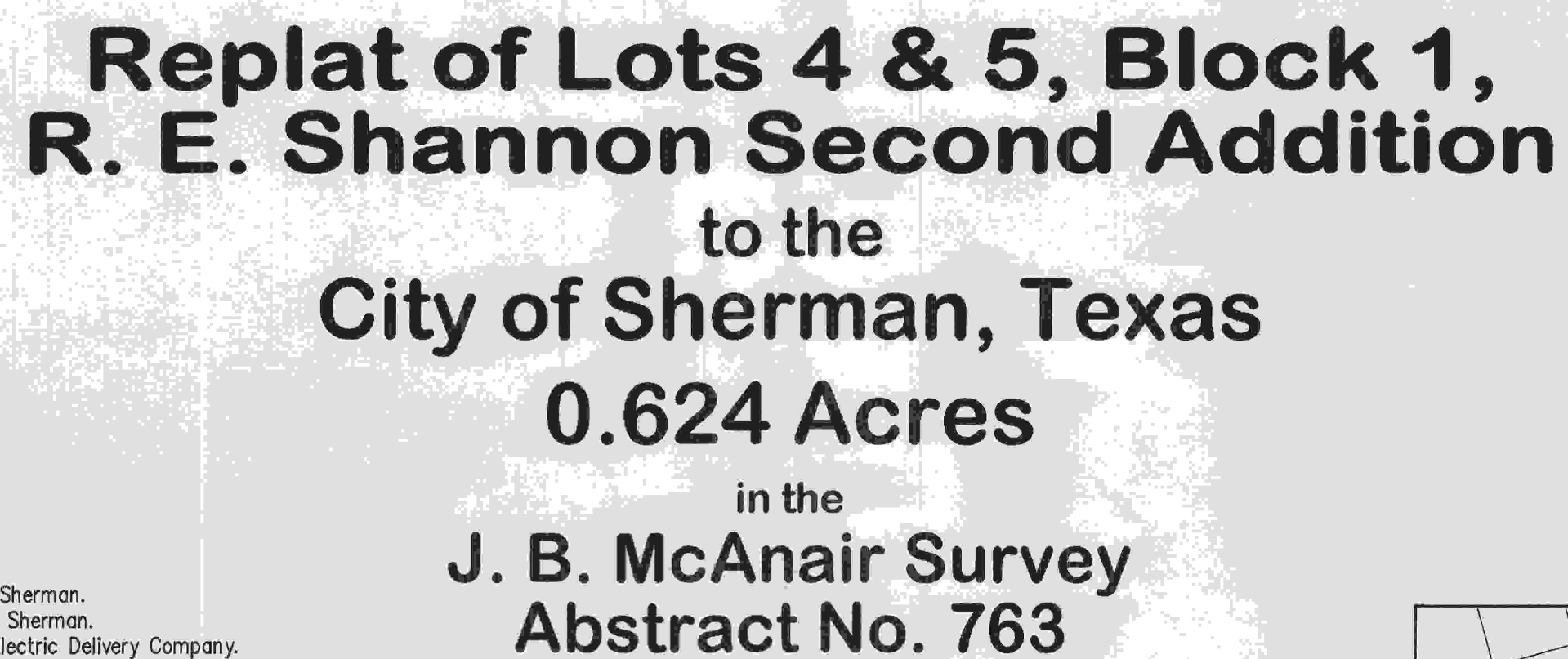


NOT TO SCALE

1 in = 100 ft

403 W Belden





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 Company.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat herein 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 injury to persons 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.

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TSP/ELS Firm Registration No. 10088100

Owners:
Robert LaPrelle &
Kellie Murphy LaPrelle
403 W. Belden Street
Sherman, Texas



**Replat of Lots 4 & 5, Block 1,
R. E. Shannon Second Addition
to the
City of Sherman, Texas
0.624 Acres**

Owners:
Robert La Prelle &
Kellie Murphy La Prelle
403 W. Belden Street
Sherman, Texas

in the
J. B. McAnair Survey
Abstract No. 763



STAFF REVIEW LETTER

March 14, 2022

Robert La Prelle
Kelli Murphy La Prelle
403 W. Belden St.
Sherman, TX 75090

Helvey-Wagner Surveying, Inc.
222 W. Main St.
Denison, TX 75020

Dear Applicants,

The request for approval of the Replat of Lots 4 & 5, Block 1, R.E. Shannon Second Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, March 22, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
2. Graphically show edge of pavement on drawing.
3. Simplify Plat name with subtitle of "being a replat of..."
4. Dedicate a 15'x15' Right of Way corner clip on Southeast corner of proposed Lot 4R. *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*
5. Dedicate a 10' Utility Easement along all street frontage. Modify 10' Utility Easement on proposed Lot to parallel new right of way created by corner clip. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
6. Dedicate a 15' Sanitary Sewer Easement along centerline of existing sewer main within subject property. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
7. Add Avigation Release to plat. Coordinate with Engineering Department for language. *Code of Ordinances Chapter 14, Article 14.02*
8. Add zip code to ownership block on both pages.
9. The City of Sherman does not maintain alleys.
10. Encroachment Easement required for existing structure over existing sewer main in northwest corner of subject property. Adequate proof of removal of building may be accepted in lieu of Encroachment Easement.
11. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.

12. Original tax certificates with \$0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
13. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

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

Respectfully,



Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal



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

Agenda Item No. 17.

Meeting Date: 03/22/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

Requested Action/Proposed Use:

403 WEST BELDEN STREET

The Request of Robert and Kellie LaPrelle (Owner) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property located at 403 West Belden Street, being 0.624 Acres in the J.B McAnair Survey, abstract No. 763, also being all of Lots 4 and 5, Block 1, of R.E. Shannon Second Addition, as follows:

Board of Adjustments

Variance under Ordinance No. 2280, Section 7, Subsection (1)(c)(2) to allow a 2' setback from the side property line in lieu of the required 5' and a variance under Ordinance No. 2280, Section 7, Subsection (1)(c)(1) to allow a 5' setback from the main structure for an accessory building in lieu of the required 6' in an R-1 (One-Family Residential) District.

Planning and Zoning Commission

Replat approval of Lots 4 & 5, Block 1, R. E. Shannon Second Addition.

Background:

The property is located at 403 West Belden, the northwest corner of North Alexander and West Belden Streets. The owner is requesting a 2' side yard setback and a 5' setback from the main structure for an existing non-conforming building.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

Robert and Kellie LaPrelle (Owner)

Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

35

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat

Site Plan

Staff Review Letter

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 11.

Meeting Date: 04/18/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS**

Replat approval of Brogan's Addition, being a Replat of Lots 7 and 8, and the North One-Half of Lot 9, Block 33 of the Replat of College Park Addition, being 0.454 acres in the G.B. Pilant Survey, Abstract 963, also being all of Lots 7 and 8, and the North One-Half of Lot 9, Block 33, of the Replat of College Park Addition; Brogan H. Vickrey, Owner and Helvey-Wagner Surveying, Inc., Surveyor (214 North Harrison Avenue)

Issue:

To consider Replat approval of Brogan's Addition, being a Replat of Lots 7 and 8, and the North One-Half of Lot 9, Block 33 of the Replat of College Park Addition, being 0.454 acres in the G.B. Pilant Survey, Abstract 963, also being all of Lots 7 and 8, and the North One-Half of Lot 9, Block 33, of the Replat of College Park Addition; Brogan H. Vickrey, Owner and Helvey-Wagner Surveying, Inc., Surveyor (214 North Harrison Avenue)

Background:

The property is located at 214 North Harrison Avenue, the southwest corner of East Pecan Street and North Harrison Avenue. The owner would like to replat the property into two lots.

Origination:

Brogan H. Vickrey (Owner)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

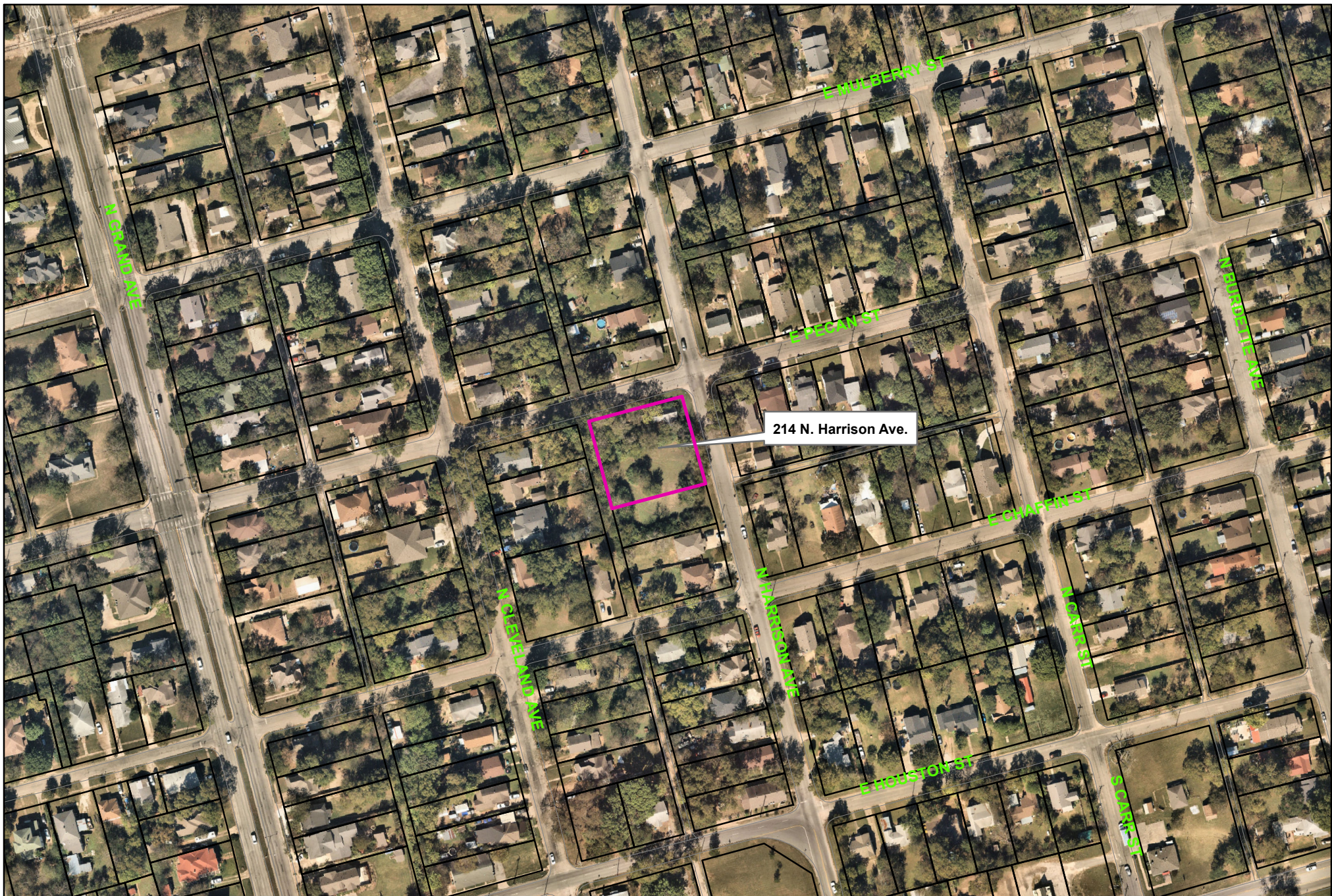
At the March 22, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter
P & Z Communication

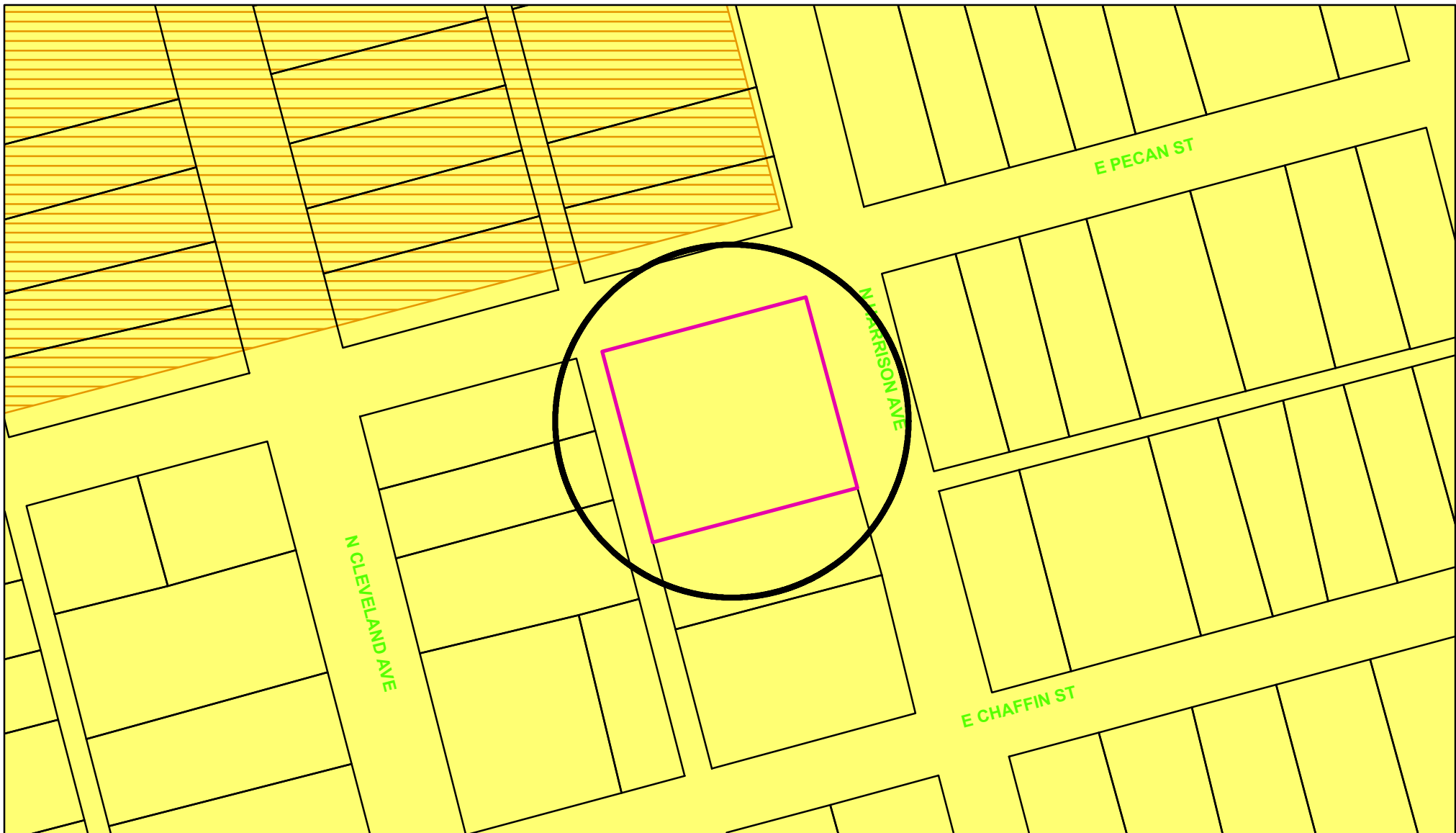


City of Sherman, Texas
Development Services Department

214 North Harrison Avenue



1 in = 200 ft



Zoning - 214 North Harrison Avenue

Legend

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District

- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing 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
- PD Planned Development



City of Sherman, Texas
Development Services Department



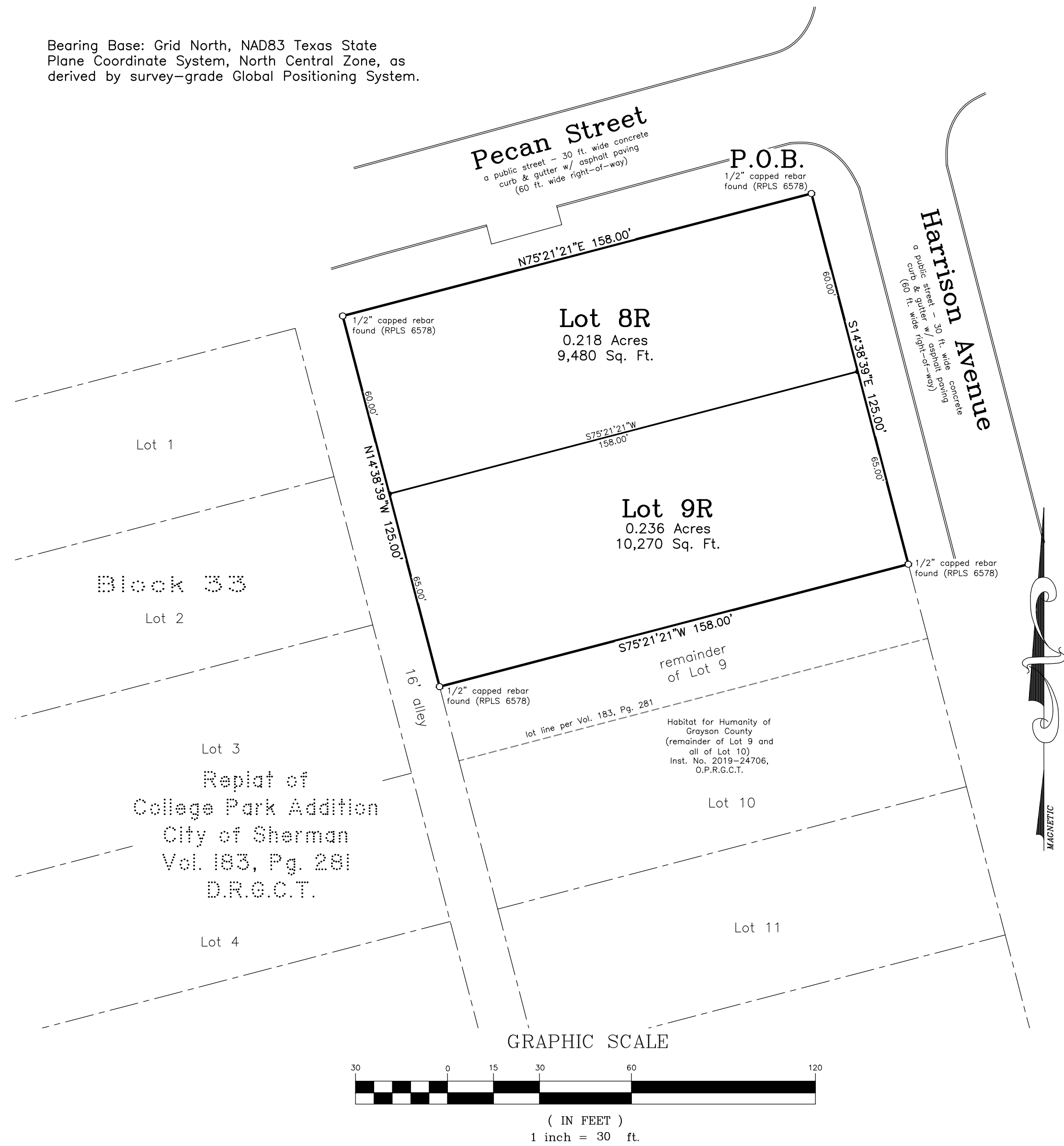
NOT TO SCALE

1 in = 100 ft

214 N Harrison



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



Brogan's Addition (being a Replat of Lots 7 and 8, and the North One-Half of Lot 9, Block 33 of the Replat of College Park Addition) to the City of Sherman, Texas 0.454 Acres

in the
**G.B. Pilant Survey
Abstract No. 963**

General Notes:

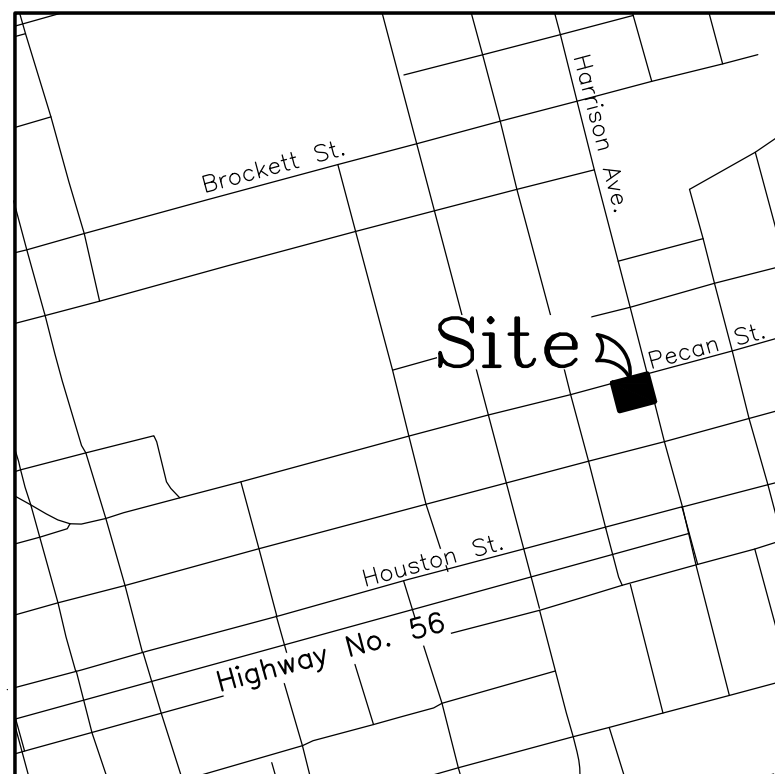
1. Water Supply to be provided by the City of Sherman.
2. Sewer service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electric Delivery Company.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the roadway 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.

Job No. CGS620222

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:
Brogan H. Vickrey
1003 Hillscreek Drive
McKinney, Texas 75072

Vicinity Map
(not to scale)



FIELD NOTES

SITUATED in the City of Sherman, County of Grayson, State of Texas, being all of Lots 7 and 8, and the North One-Half of Lot 9, Block 33, of the Replat of College Park Addition to the City of Sherman, Texas, as per plat of record in Volume 183, Page 281, Deed Records, Grayson County, Texas, 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 found (RPLS 6578), lying at the intersection of the South line of Pecan Street, a generally East-West street, with the West line of Harrison Avenue, a generally North-South street, and being the Northeast corner of both said Lot 7 and the herein described tract;

THENCE South 14 deg. 38 min. 39 sec. East, with the West line of said Harrison Avenue, and the East lines of said Lots 7, 8, and 9, a distance of 125.00 ft. to a 1/2 inch capped rebar found (RPLS 6578) at the Southeast corner of the herein described tract;

THENCE South 75 deg. 21 min. 21 sec. West, over and across said Lot 9 and with the North line of a tract of land conveyed to Habitat for Humanity of Grayson County, known as the remainder of Lot 9 and all of Lot 10, said Block 33 as recorded in Instrument No. 2019-24706, Official Public Records, Grayson County, Texas, a distance of 158.00 ft. to a 1/2 inch capped rebar found (RPLS 6578) in the East line of a 16 ft. wide alley and the West line of said Lot 9, at the Southwest corner of the herein described tract;

THENCE North 14 deg. 38 min. 39 sec. West, with the East line of said alley and the West lines of said Lots 7, 8, and 9, a distance of 125.00 ft. to a 1/2 inch capped rebar found (RPLS 6578), lying in the South line of said Pecan Street, being the Northwest corner of both said Lot 7 and the herein described tract;

THENCE North 75 deg. 21 min. 21 sec. East, with the North line of said Lot 7 and the South line of said Pecan Street, a distance of 158.00 ft. to the **PLACE OF BEGINNING** and containing **0.454 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:



I, Brogan H. Vickrey, sole owner of Brogan 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.

Brogan H. Vickrey

AVIGATION RELEASE

WHEREAS, Brogan H. Vickrey, 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 Brogan's 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 Brogan's Addition, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this _____ day of _____, 2022.

By: _____

By: Brogan H. Vickrey, Owner

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

Given under my hand and seal of office this _____ day of _____, 2022.

Notary Public, Grayson County, Texas



This, the final plat of Brogan's Addition to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2022, by the Planning and Zoning Commission of the City of Sherman, Texas.

Chairman _____

Secretary _____

This, the final plat of Brogan's Addition to the City of Sherman, Texas is hereby approved this _____ day of _____, 2022, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: _____
MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing final plat of Brogan's Addition to the City of Sherman, Texas, was submitted to the City Council of Sherman, Texas, on the _____ day of _____, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND THIS _____ DAY OF _____, 2022, BY _____
CITY CLERK, CITY OF SHERMAN, TEXAS

Brogan's Addition (being a Replat of Lots 7 and 8, and the North One-Half of Lot 9, Block 33 of the Replat of College Park Addition) to the City of Sherman, Texas 0.454 Acres in the **G.B. Pilant Survey Abstract No. 963**

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:
Brogan H. Vickrey
1003 Hillscreek Drive
McKinney, Texas 75072



STAFF REVIEW LETTER

March 14, 2022

Brogan H. Vickrey
1003 Hillscreek Drive
McKinney, TX 75072

Helvey-Wagner Surveying, Inc.
222 W. Main St.
Denison, TX 75020

Dear Applicants,

The request for approval of the Brogan's Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, March 22, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
2. Dedicate a 15'x15' Right of Way corner clip on Northeast corner of proposed Lot 8R. *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*
3. Dedicate a 10' Utility Easement along all street frontage. Modify 10' Utility Easement on Northeast corner of proposed Lot 8R to parallel new right of way created by corner clip. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
4. Graphically show existing sanitary sewer main on drawing.
5. Dedicate a 15' Sanitary Sewer Easement along centerline of sanitary sewer main. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
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. Both mylar and paper copies must be split, but not cut, to be 2-24”x18” pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

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

Respectfully,



Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal



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

Agenda Item No. 24.

Meeting Date: 03/22/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

Requested Action/Proposed Use:

*** 214 NORTH HARRISON AVENUE**

The request of Brogan H. Vickrey (Owner), and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property at 214 North Harrison Avenue, being 0.454 acres in the G.B. Pilant Survey, Abstract 963, also being all of Lots 7 and 8, and the North One-Half of Lot 9, Block 33, of the Replat of College Park Addition, as follows:

Planning and Zoning Commission

Replat approval of Brogan's Addition, being a Replat of Lots 7 and 8, and the North One-Half of Lot 9, Block 33 of the Replat of College Park Addition

Background:

The property is located at 214 North Harrison Avenue, the southwest corner of East Pecan Street and North Harrison Avenue. The owner would like to replat the property into two lots.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

Brogan H. Vickrey (Owner)

Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

203

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 12.

Meeting Date: 04/18/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS**

Final plat approval of Alvarado-Vela Addition, being 0.859 acres in the Robert Thompson Survey, Abstract 1200; Ricci Alvarado, Owner and Underwood Drafting and Surveying, Surveyor (2400 South First Street)

Issue:

To consider Final plat approval of Alvarado-Vela Addition, being 0.859 acres in the Robert Thompson Survey, Abstract 1200; Ricci Alvarado, Owner and Underwood Drafting and Surveying, Surveyor (2400 South First Street)

Background:

The property is located at 2400 South First Street, west of the intersection at East Ida Road and South First Street and is zoned R-1 (One Family Residential) District. The owner would like to plat the property into two (2) lots for residential development.

Origination:

Ricci Alvarado (Owner)
Underwood Drafting and Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the March 22, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map

Zoning Map

Final Plat

Staff Review Letter

P & Z Communication

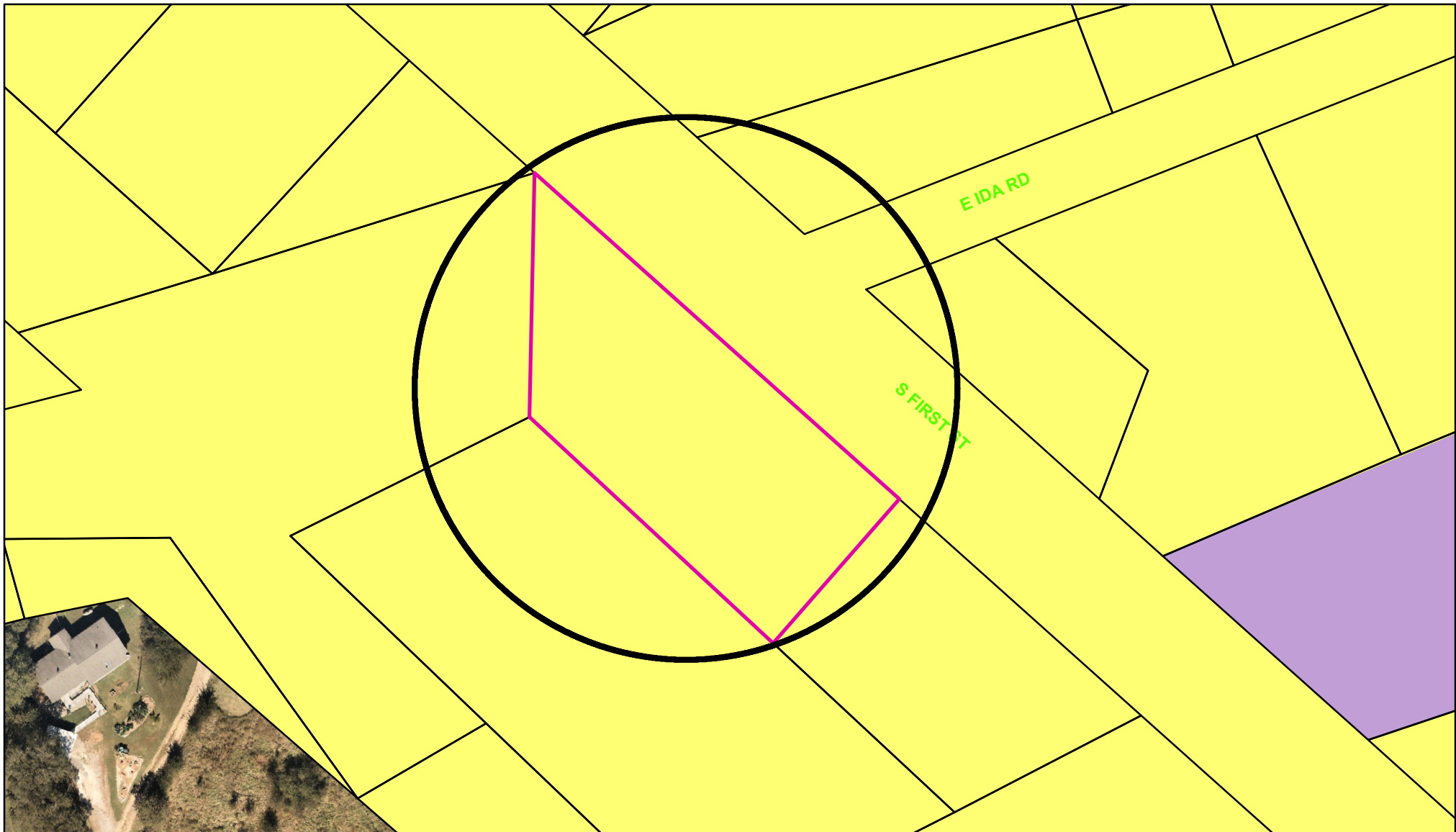


City of Sherman, Texas
Development Services Department

2400 South First Street



1 in = 300 ft



Zoning - 2400 South First Street

Legend

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

- FM 1417
- Sam 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
- PD Planned Development

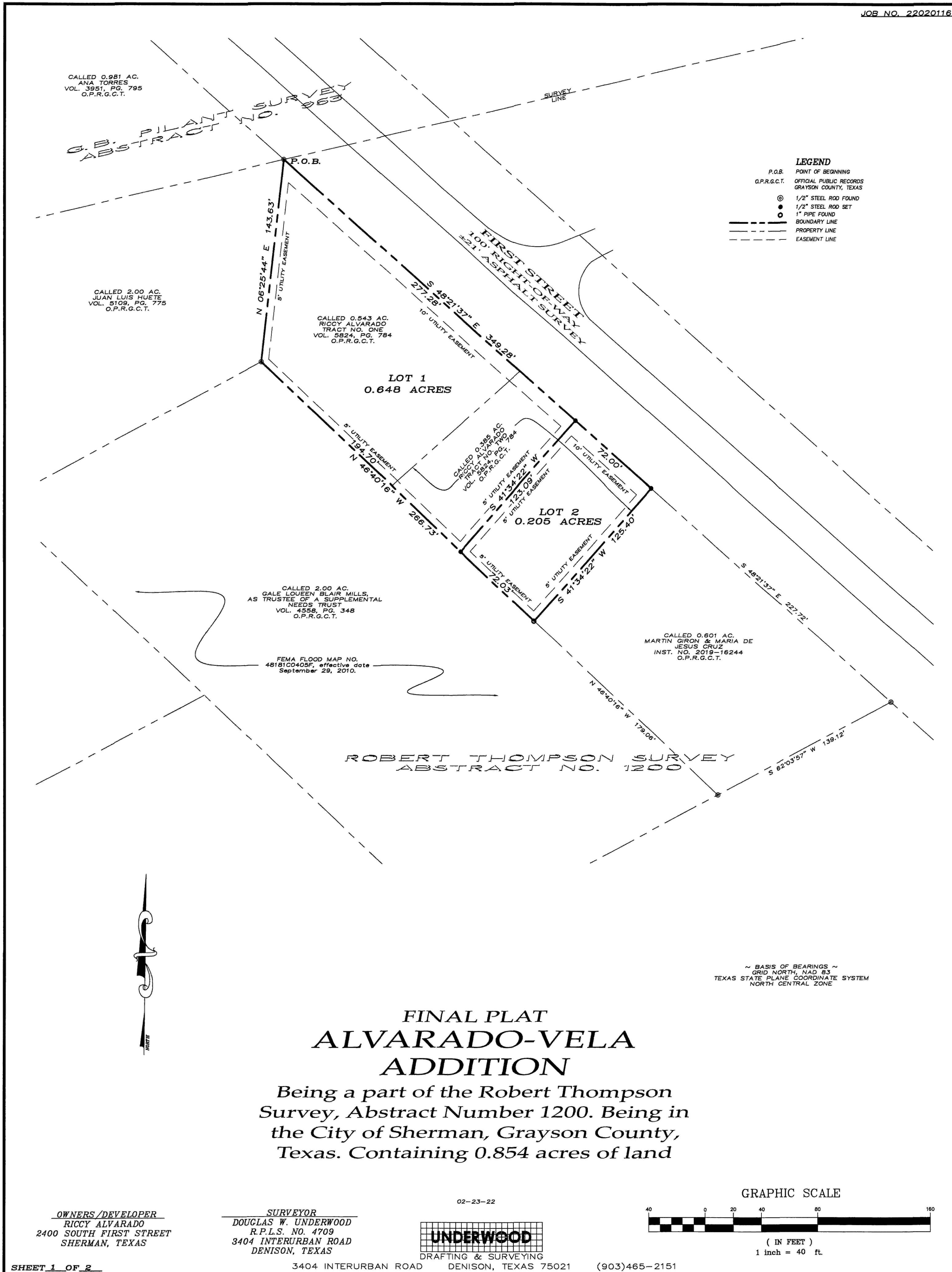


City of Sherman, Texas
Development Services Department



NOT TO SCALE

1 in = 100 ft



LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Robert Thompson Survey, Abstract No. 1200, and being all of a called 0.543 acre tract of land described as Tract No. One in the deed to Riccy Alvarado, recorded in Volume 5824, Page 784, Official Public Records, Grayson County, Texas, and all of a called 0.385 acre tract of land described as Tract No. Two in said deed to Riccy Alvarado, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod found for the most northerly corner of said 0.543 acre tract, and on the southwesterly right-of-way line of First Street;

Thence South 48°21'37" East, with the northeasterly line of said 0.543 acre tract, and with the northeasterly line of aforesaid 0.385 acre tract, and with the southwesterly right-of-way line of said First Street, a distance of 346.28 feet to a 1/2" steel rod set for the most easterly corner of said 0.385 acre tract;

Thence South 41°34'22" West, with the southeasterly line of said 0.385 acre tract, leaving said First Street, a distance of 125.40 feet to a 1" pipe found for the most southerly corner of said 0.385 acre tract;

Thence North 48°40'16" West, with the southwesterly line of said 0.385 acre tract, and with the southwesterly line of aforesaid 0.543 acre tract, a distance of 266.73 feet to a 1/2" steel rod set for the most westerly corner of said 0.543 acre tract;

Thence North 06°25'63" East, with the westerly line of said 0.543 acre tract, a distance of 143.63 feet to the Point of Beginning and containing 0.854 acres (37,184 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, ALVARADO-VELA ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council on the _____, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this _____ day of _____, 2022.

Clerk, City of Sherman, Texas

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

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

Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709

Date

ACCEPTANCE

Approved this _____ day of _____, 2022, by the City Planning Commission to the City of Sherman, Texas.

Chairman

Secretary

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Accepted by the City Council of the City of Sherman

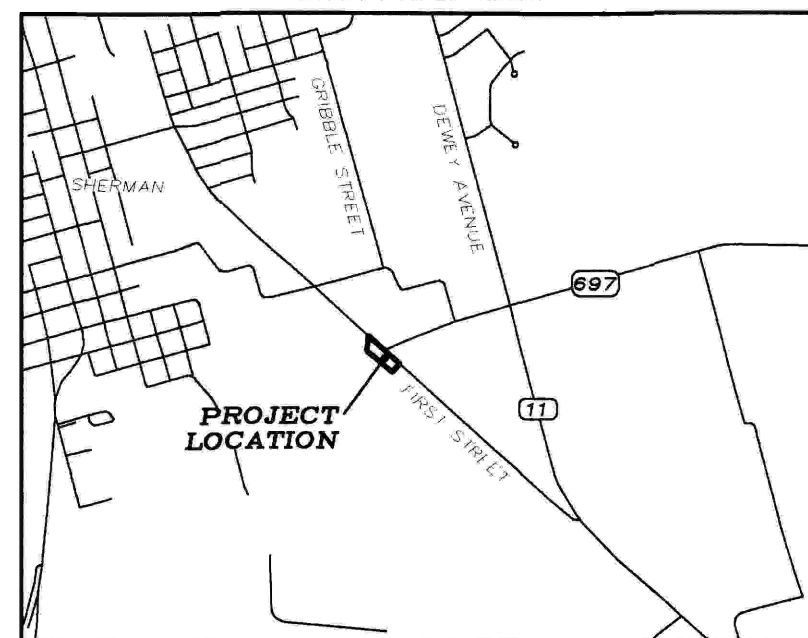
Mayor, City of Sherman, Texas

Date

~ GENERAL NOTES ~

- Water Supply to be provided by the City of Sherman.
- Sewer Service to be provided by the City of Sherman.
- Electrical service is provided by Oncor Electrical Delivery.
- Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the roadway is prohibited.
- 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.
- 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.
- 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 owners and builders must comply with all other local, state and federal regulations regarding development of this type.
- Bearings are based on the City of Sherman Control Monument Network.
- The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.
- Part of the property does lie within a Federal Emergency Management Agency (FEMA) designated flood plain as shown by Firm Map No. 48181C0405F, effective date September 29, 2010.

LOCATION MAP



(NOT TO SCALE)

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT I, RICCY ALVARADO, do hereby adopt this plat designating the hereinabove property as the ALVARADO-VELA 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 of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this _____ day of _____, 2022.

RICCY ALVARADO

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, RICCY ALVARADO known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2022.

Notary Public in and for
the State of Texas
Commission Expires: _____

AVIGATION RELEASE

THE STATE OF TEXAS
COUNTY OF GRAYSON

WHEREAS, RICCY ALVARADO, 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 ALVARADO-VELA 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 OWNERS property. Such release shall include, but not be limited to, any damages to the OWNER's described property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on the Sherman Municipal Airport, whether such claim be for injury or death to person or persons damages to or taking off of property; and OWNER does hereby fully remise and release any right or cause of action which it may now have or which it may in the future have against the CITY or AIRPORT, whether such claims be for injury or death to persons or damage to property due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation and/or maintenance of aircraft or aircraft engines at or on said Sherman Municipal Airport.

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at ALVARADO-VELA ADDITION, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

EXECUTED THIS _____ DAY OF _____, 2022

BY: RICCY ALVARADO

BY: _____

FINAL PLAT
ALVARADO-VELA
ADDITION

Being a part of the Robert Thompson Survey, Abstract Number 1200. Being in the City of Sherman, Grayson County, Texas. Containing 0.854 acres of land

OWNERS/DEVELOPER
RICCY ALVARADO
2400 SOUTH FIRST STREET
SHERMAN, TEXAS

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

UNDERWOOD
DRAFTING & SURVEYING



STAFF REVIEW LETTER

March 14, 2022

Riccy Alvarado
2400 S. First St.
Sherman, TX 75090

Underwood Drafting & Surveying
3404 Interurban Rd.
Denison, TX 75021

Dear Applicants,

The request for approval of the Final Plat of Alvarado-Vela Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, March 22, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Dedicate a 15' Utility Easement along First Street. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
2. Remove 5' Utility Easement from North, West, and South property lines.
3. Remove 5' Utility Easement from between proposed lot lines.
4. City sewer does not serve subject property. On-site sewage facility or extension of sewer main by developer is required. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
5. Date lines on Owners Dedication are off-set. Correct appropriately.
6. Add zip code to ownership block on both pages of plat.
7. Show flood fringe on plat. Plat must reflect and reference information as stated in FEMA Physical Map Revision No. 316-PMR. Coordinate with Engineering Department for information.
8. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*

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 Heston, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal



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

Agenda Item No. 25.

Meeting Date: 03/22/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

Requested Action/Proposed Use:

*** 2400 SOUTH FIRST STREET**

The request of Ricci Alvarado (Owner), and Underwood Drafting and Surveying (Surveyor) concerning the property at 2400 South First Street, being 0.859 acres in the Robert Thompson Survey, Abstract 1200, as follows:

Planning and Zoning Commission

Final plat approval of Alvarado-Vela Addition.

Background:

The property is located at 2400 South First Street, west of the intersection at East Ida Road and South First Street. The owner would like final plat approval of Alvarado-Vela Addition.

Adjacent Zoning:

R-1 (One-Family Residential) District

Origination:

Ricci Alvarado (Owner)

Underwood Drafting and Surveying (Surveyor)

Master Plan Designation:

Estate – Estate is a large lot residential use (1-5 acres) with open space and a rural street network (ditches and no sidewalk). These homes are unlikely to have access to full service public utilities, especially sewer service.

Number of notices mailed:

0

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map

Zoning Map

Final Plat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 13.

Meeting Date: 04/18/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS**

Replat approval of Lot 51 and the North 30' of Belmont Addition, being 0.241 acres in the Charles Carter Survey, Abstract 229, also being all of Lot 51 and the North 30' of Belmont Addition; Jose Antonio Menjivar, Owner and Helvey-Wagner Surveying, Inc., Surveyor (511 North Burdette Avenue)

Issue:

To consider Replat approval of Lot 51 and the North 30' of Belmont Addition, being 0.241 acres in the Charles Carter Survey, Abstract 229, also being all of Lot 51 and the North 30' of Belmont Addition; Jose Antonio Menjivar, Owner and Helvey-Wagner Surveying, Inc., Surveyor (511 North Burdette Avenue)

Background:

The property is located at 511 North Burdette Avenue between East Monroe Avenue and East Mulberry Street and is zoned R-1 (One Family Residential) District. The owner would like to replat all of one lot and part of another into one property for residential development.

Origination:

Jose Antonio Menjivar (Owner)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the March 22, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat

Staff Review Letter

P & Z Communication



511 North Burdette Avenue

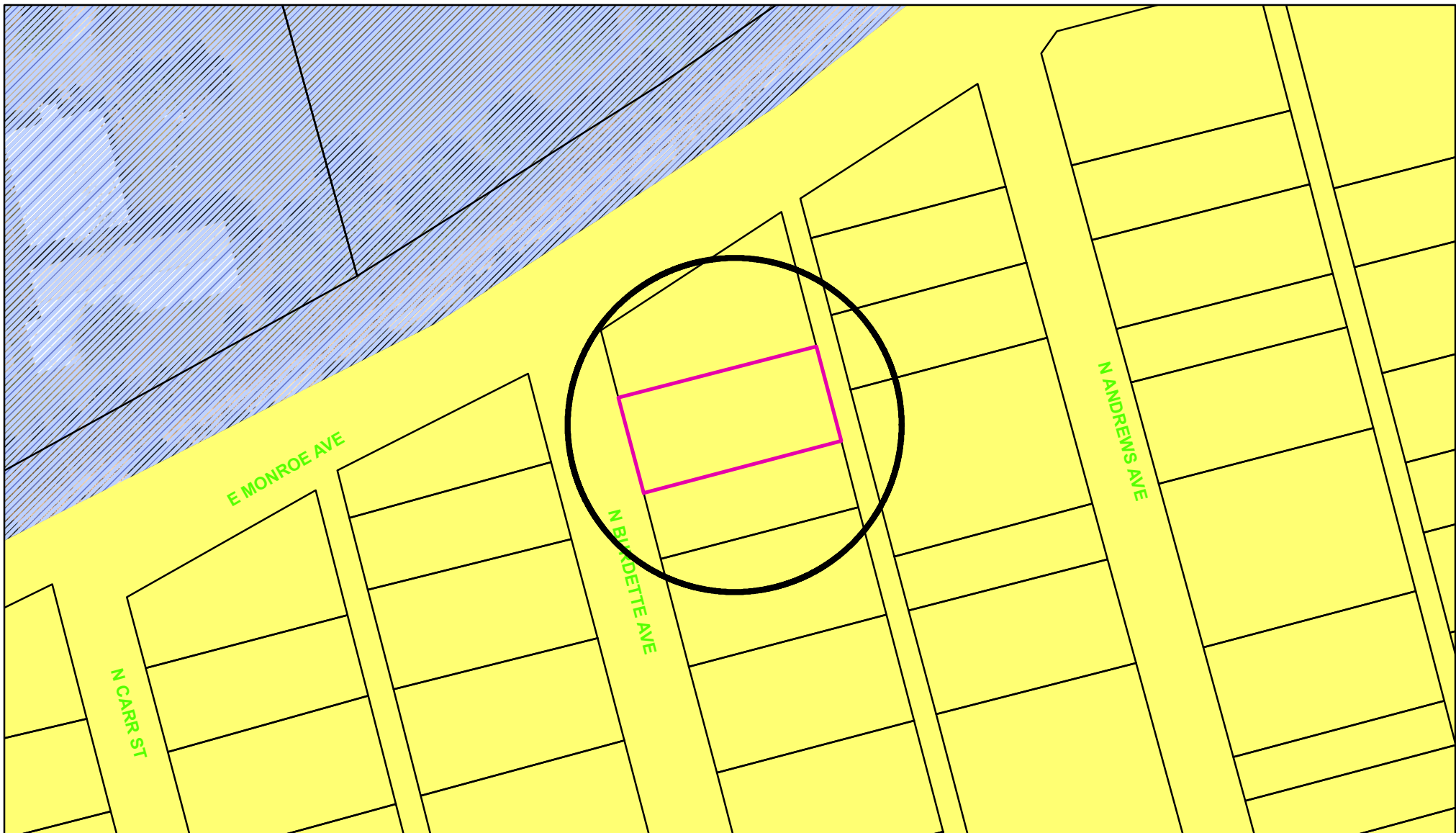


511 North Burdette Avenue

City of Sherman, Texas
Development Services Department



1 in = 200 ft



Zoning - 511 North Burdette Avenue

Legend

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District

- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing 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
- PD Planned Development



City of Sherman, Texas
Development Services Department



NOT TO SCALE

1 in = 100 ft

511 N Burdette





STAFF REVIEW LETTER

March 14, 2022

Jose Antonio Menjivar
P.O. Box 272
Sherman, TX 75091

Helvey-Wagner Surveying, Inc.
222 W. Main St.
Denison, TX 75020

Dear Applicants,

The request for approval of the Replat of Lot 51 and the North 30 ft. of Lot 50, Belmont Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, March 22, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
2. Simplify Plat name with subtitle of "being a replat of..."
3. The City of Sherman does not maintain alleys.
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. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

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

Respectfully,



Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal



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

Agenda Item No. 26.

Meeting Date: 03/22/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

Requested Action/Proposed Use:

*** 511 NORTH BURDETTE AVENUE**

The request of Jose Antonio Menjivar (Owner), and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property at 511 North Burdette Avenue, being 0.241 acres in the Charles Carter Survey, Abstract 229, also being all of Lot 51 and the North 30' of Belmont Addition, as follows:

Planning and Zoning Commission

Replat approval of Lot 51 and the North 30' of Belmont Addition.

Background:

The property is located at 511 North Burdette Avenue between East Monroe Avenue and East Mulberry Street and is zoned R-1 (One Family Residential) District. The owner would like to replat all of one lot and part of another into one property for residential development.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

Jose Antonio Menjivar (Owner)
Helvey-Wagner Surveying

Master Plan Designation:

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

94

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 14.

Meeting Date: 04/18/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS**

Replat approval for Nguyen's Addition, a Replat of part of Lot 4, Block 1 of Dr. J.H. Carraway Subdivision, being 0.54 acres, and being Part of Lot 4, Block 1 of the Dr. J.H. Carraway Subdivision; Ameristate Bank, Owner; Ron Westervelt, Representative; and Underwood Drafting and Surveying, Surveyor (702 East Lamberth Road)

Issue:

To consider Replat approval for Nguyen's Addition, a Replat of part of Lot 4, Block 1 of Dr. J.H. Carraway Subdivision, being 0.54 acres, and being Part of Lot 4, Block 1 of the Dr. J.H. Carraway Subdivision; Ameristate Bank, Owner; Ron Westervelt, Representative; and Underwood Drafting and Surveying, Surveyor (702 East Lamberth Road)

Background:

The property is located at 702 East Lamberth Road, the southeast corner of East Lamberth Road and Masters Street and is zoned C-1 (Retail Business) District. The owner would like to plat the property into one (1) lot for commercial development.

Origination:

Ameristate Bank (Owner)
Ron Westervelt (Representative)
Underwood Drafting and Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the March 22, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map

Zoning Map

Replat

Staff Review Letter

P & Z Communication

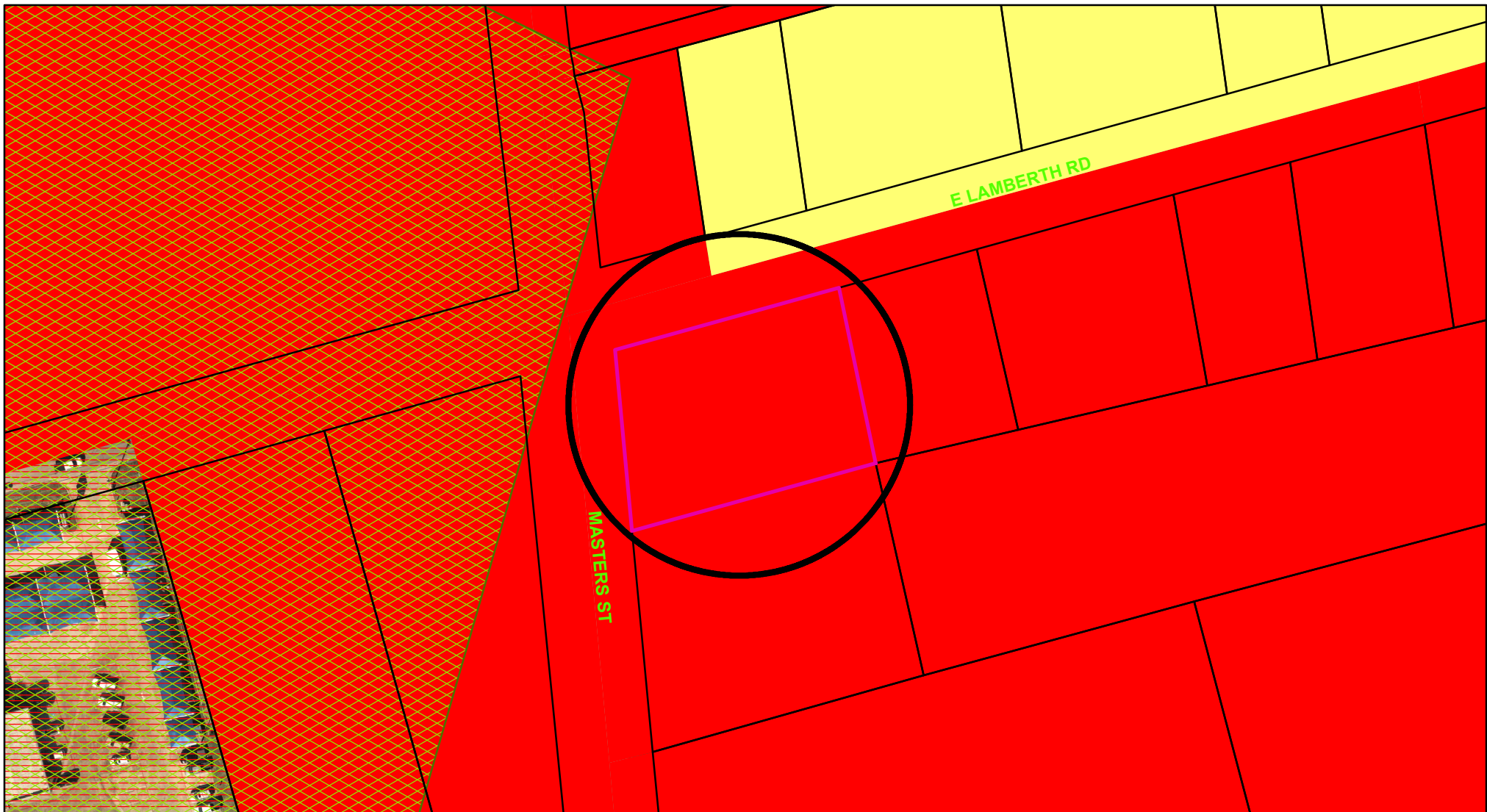


City of Sherman, Texas
Development Services Department

702 East Lamberth Road



1 in = 200 ft



Zoning - 702 East Lamberth Road

Legend

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District

- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing 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
- PD Planned Development

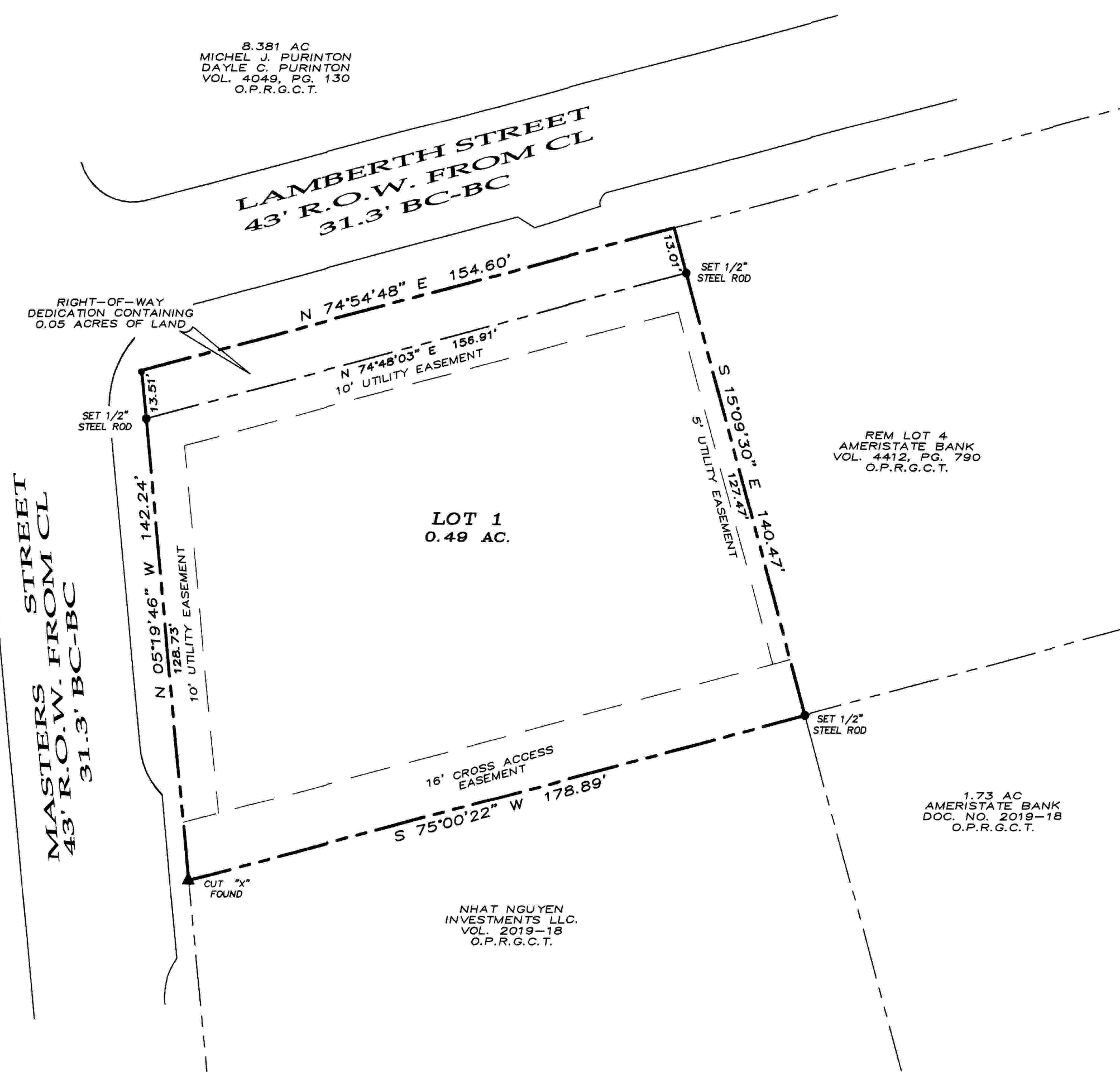


City of Sherman, Texas
Development Services Department



NOT TO SCALE

1 in = 100 ft

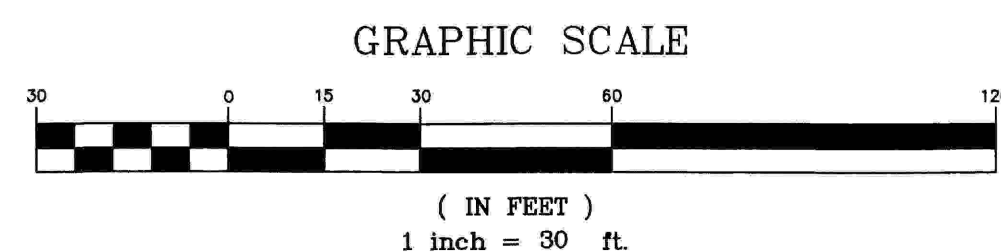


~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

NGUYEN'S ADDITION
Being a Replat of part of Lot 4, Block 1
of the Dr. J.H Carraway Subdivision
shown by Plat of Record in Volume 414,
Page 125, Deed Records, Grayson
County, Texas. Being in the City of
Sherman, Grayson County, Texas.
Containing 0.54 acres of land

02-22-22

UNDERWOOD
DRAFTING & SURVEYING



OWNERS / DEVELOPER
AMERISTATE BANK
P.O. BOX 718
ATOKA OKLAHOMA, 74525

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

SHEET 1 OF 2

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of Lot 4, Of the Dr. J.H. Carraway Subdivision, recorded in Volume 414, Page 125, Deed Records, Grayson County, Texas and being described by metes and bounds as follows:

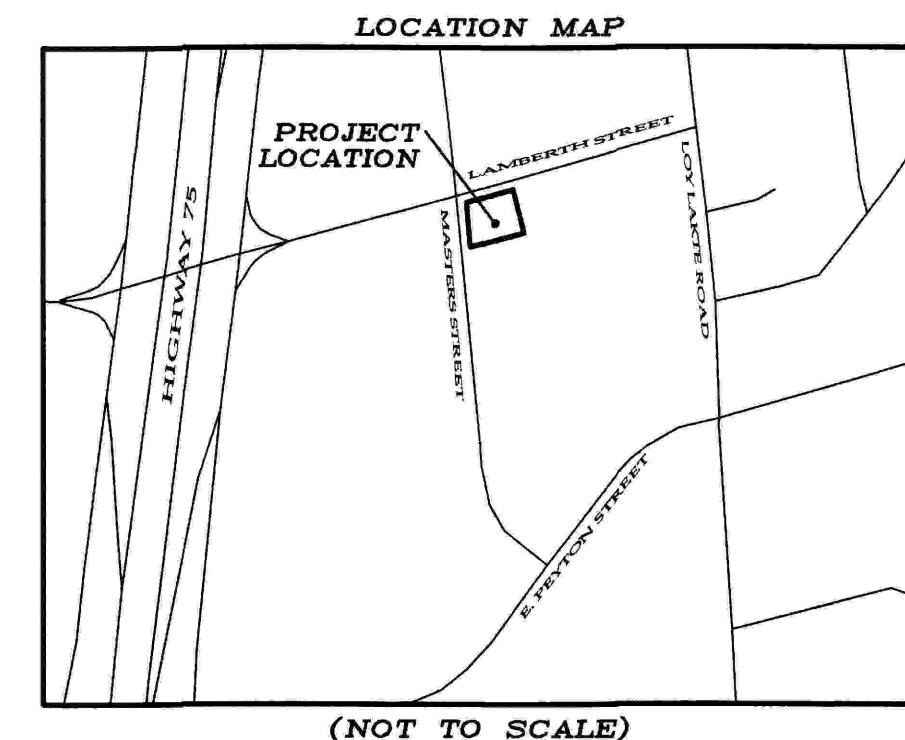
Beginning at a Found Cut "X" in the East Right-of-Way of Masters Street and being the Northwest Corner of Lot 1-R of the Second Replat of Lot 3, Block One, Dr. J.H. Carraway Subdivision, Conveyed to Nhat Nguyen Investments Recorded in Document Number 2019-18, Plat Records, Grayson County, Texas;

Thence North 05°19'46" West, with said east Right-of-Way of Masters Street a distance of 142.24 feet to a Found 1/2" Steel rod being the Northwest Corner of said lot 4 and being in the South Right-of-Way of Lamberth Street;

Thence North 74°54'48" East with the said Lamberth Right-of-Way a distance of 154.60 feet to a Set 1/2" Steel rod;

Thence South 15°09'30" East, over and across said Lot 4 a distance of 140.47 feet to a Found 1/2" steel rod being the Northeast Corner of said Lot 1-R;

Thence South 75°00'22" West, with the North line of said Lot 1-R a distance of 178.89 feet to the Point of Beginning and containing 0.54 acres of land.



(NOT TO SCALE)

CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, NGUYEN'S ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council on the _____ day of _____, 2022, and the City Council, by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this _____ day of _____, 2022.

Clerk, City of Sherman, Texas

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

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

Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709

Date

ACCEPTANCE

Approved this _____ day of _____, 2022, by the
City Planning Commission to the City of Sherman, Texas.

Chairman

Secretary

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Accepted by the City Council of the City of Sherman

Mayor, City of Sherman, Texas

Date

~ GENERAL NOTES ~

1. Water Supply to be provided by the City of Sherman.
2. Sewer Service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the roadway 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. 48181C0290F, effective date September 28, 2010.

NGUYEN'S ADDITION
Being a Replat of part of Lot 4, Block 1
of the Dr. J.H Carraway Subdivision
shown by Plat of Record in Volume 414,
Page 125, Deed Records, Grayson
County, Texas. Being in the City of
Sherman, Grayson County, Texas.
Containing 0.54 acres of land

OWNERS / DEVELOPER
AMERISTATE BANK
P.O. BOX 718
ATOKA OKLAHOMA, 74525

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

SHEET 2 OF 2



STAFF REVIEW LETTER

March 14, 2022

Ameristate Bank
P.O. Box 718
Atoka, OK 74525

Underwood Drafting & Surveying
3404 Interurban Rd.
Denison, TX 75021

Dear Applicants,

The request for approval of Nguyen's Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, March 22, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Existing right of way width of Lamberth Road and Masters Street to be shown on drawing.
2. Lamberth Road and Masters Street show as 60' ROW on plat in Vol. 414, Pg. 125, DRGCT. Verify ROW and revise plat appropriately. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
3. Lamberth Street should be shown as "Lamberth Road (McLain Avenue per Plat)" on drawing. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
4. Dedicate a 15'x15' Right of Way corner clip on Northwest corner of proposed Lot 1. *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*
5. Modify 10' Utility Easement on Northwest corner of proposed Lot 1 to parallel new right of way created by corner clip.
6. Remove 5' Utility Easement from Eastern property line.
7. Add Avigation Release to plat. Coordinate with Engineering Department for language. *Code of Ordinances Chapter 14, Article 14.02*
8. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
9. 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)*

10. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24”x36” size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24”x18” pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

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

Respectfully,



Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal



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

Agenda Item No. 31.

Meeting Date: 03/22/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

Requested Action/Proposed Use:

*** 702 EAST LAMBERTH ROAD**

The request of Ameristate Bank (Owner), Ron Westervelt (Representative) and Underwood Drafting and Surveying (Surveyor), concerning the property 702 East Lamberth Road, being 0.54 acres, and being Part of Lot 4, Block 1 of the Dr. J.H. Carraway Subdivision, as follows:

Planning and Zoning Commission

Replat approval for Nguyen's Addition, a Replat of part of Lot 4, Block 1 of Dr. J.H. Carraway Subdivision.

Background:

The property is located at 702 East Lamberth Road, the southeast corner of East Lamberth Road and Masters Street and is zoned C-1 (Retail Business) District. The owner would like to plat the property into one (1) lot for commercial development.

Adjacent Zoning:

R-1 (One Family Residential) District

C-1 (Retail Business) District

Origination:

Ameristate Bank (Owner)

Ron Westervelt (Representative)

Underwood Drafting and Surveying (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

0

Objections Received:

0

Development Review Meeting:

Attachments

Location Map

Zoning Map

Staff Review Letter

Replat



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 04/18/2022

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2022 Council Calendar

2022 Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July						
Su	Mo	Tu	We	Th	Fr	Sa
					1	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						

August						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	City Council Called Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

CALLED MEETINGS	
1/18/2022	Rescheduled - Martin Luther King, Jr. Day
2/9/2022	CIP-Public Works Planning Session
2/23/2022	Joint Meeting - Legal Training (Canceled-Bad Weather)
3/23/2022	Joint Meeting - Legal Training
4/19/2022	Budget Planning Meeting
5/26/2022	Capital Improvement Program Work Session
6/16/2022	Budget Workshop - Day 1
6/17/2022	Budget Workshop - Day 2
7/5/2022	Rescheduled - Independence Day
9/6/2022	Rescheduled - Labor Day