

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MARCH 21, 2022
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER JUSTON DOBBS**
- A. 3. INVOCATION BY COUNCIL MEMBER JUSTON DOBBS**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 7, 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. PUBLIC HEARING

Tax Equity and Fiscal Responsibility Act Public Hearing

D. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6460

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

- D. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6461**
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
- D. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6462**
Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Self-Storage Facility in an 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
- D. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6463**
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 15ft. 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 for a Penalty not to Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date; Finding And Determining That The Meeting At Which This Ordinance Is Passed Was Noticed And Is Open To The Public As Required By Law
- D. 6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6464**
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, Surveyor); Providing for a Penalty not to Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date
- D. 7. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6465**
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 for a Penalty not to Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date
- D. 8. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6466**
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 and 825 West Lamar Streets, 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 for a Penalty not to Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 9. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6467

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 for a Penalty not to Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 10. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6468

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the C-1 (Retail Business) District located at 316 North Woods Street, Being 0.332 acres in the J.B. McAnair 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, 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

D. 11. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6469

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. McAnair 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

Close Public Hearing and Consider Adoption of Ordinances

D. 12. ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6460, 6461, 6462, 6463, 6464, 6465, 6466, 6467, 6468 & 6469.

Resolutions

E. 1. RESOLUTION NO. 6858

Determining 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.

E. 2. 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

- E. 3. **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
- E. 4. **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
- E. 5. **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 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
- E. 6. **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
- E. 7. **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
- E. 8. *** RESOLUTION NO. 6865**
Authorizing the Purchase of Network Equipment through Texas DIR-TSO-4167 Contract
- E. 9. *** 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
- E. 10. *** 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

Requests to Advertise

- F. 1. *** REQUEST TO ADVERTISE**
Purchase of a Toro Groundskeeper 4500 Sports Field Mower for the Parks Maintenance Department

Other Business

- G. 1. **** 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; Tawni Hodge, Applicant; and Copley Land Surveying, Inc., Surveyor (316 and 320 North Woods Street)

G. 2. ** OTHER BUSINESS

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)

G. 3. ** OTHER BUSINESS

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)

G. 4. ** OTHER BUSINESS

Final Plat approval of The Alvarez Addition, being 0.72 acres in the D.C. Shelp Survey, Abstract No. 1097; Zula Investments, Owner; Adriana Alvarez, Representative; and Underwood Drafting and Surveying, Inc., Surveyor (5116 Texoma Parkway)

G. 5. ** OTHER BUSINESS

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)

G. 6. ** OTHER BUSINESS

Replat approval of Midway Industrial Park Addition; Larry Mueller, Owner; and Helvey-Wagner Surveying, Inc., Surveyor (5100 and 5104 Marshall Street)

G. 7. ** OTHER BUSINESS

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; Tawni Hodge, Applicant; and Copley Land Surveying, Inc., Surveyor (119 and 123 South Ricketts Street and 825 West Lamar Street)

Consider Board/Commission Appointments

H. 1. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Library Board (3)

H. 2. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Animal Control Advisory Committee (3)

H. 3. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Parks and Recreation Advisory Board (3)

I. COUNCIL COMMENTS

Executive Session

J. 1. EXECUTIVE SESSION

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

Tex. Gov't Code § 551.071	Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.
Tex. Gov't Code § 551.072	Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.
Tex. Gov't Code § 551.073	Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.
Tex. Gov't Code § 551.074	Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing.
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.

The Council reconvenes into General Session

K. 1. OPEN MEETING

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

L. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Friday, March 18, 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 18th day of March, 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: 03/21/2022

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 7, 2022.

Attachments

March 7, 2022

STATE OF TEXAS §

March 7, 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 7, 2022.

MEMBERS ABSENT: COUNCIL MEMBER STEVENSON.

CALL TO ORDER

APPROVE MINUTES

**The Council reviewed the Minutes of the Regular City Council Meeting of February 21, 2022, and the Called Budget Workshop of June 17, 2021 and June 18, 2021. Deputy Mayor Howeth moved to approve the Minutes, as presented; Second by Council Member Holland; All present voted AYE.
MOTION CARRIED.**

CITIZEN'S COMMENTS

CONSENT AGENDA

CONSENT AGENDA

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

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

**RES 6852
HERITAGE RANCH
COLLATERAL
ASSIGNMENT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A COLLATERAL ASSIGNMENT OF THE MASTER DEVELOPMENT AGREEMENT BY RCICD HERITAGE RANCH LLC, FOR THE BENEFIT OF FIRST UNITED BANK AND TRUST COMPANY.

Robby Hefton, City Manager, said this request came from the developer. As was discussed at the last Council Meeting, they have changed the operating entity that was being used. They are assigning their rights, under the Master Development Agreement, to First United Bank, who is a financier of their infrastructure.

COUNCIL MINUTES – MARCH 7, 2022

This resolution will allow First United to have an interest in the benefits that come to the development through the Master Development Agreement.

Ryan Johnson, representing TPJ Properties, was in attendance at the meeting to answer any questions the Council might have.

ACTION TAKEN.

Motion by Council Member Dobbs to approve Resolution No. 6852, as presented. Second by Council Member Holland.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin.

VOTING NAY: None.

ABSTAIN: Teamann.

MOTION CARRIED.

RESOLUTION NO. 6853 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PACHECO KOCH CONSULTING ENGINEERS, LLC FOR THE FLANARY ROAD EXTENSION ALIGNMENT STUDY

**RES 6853
FLANARY ROAD
EXTENSION
ALIGNMENT STUDY**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PANCHECO KOCH CONSULTING ENGINEERS, LLC FOR THE FLANARY ROAD EXTENSION ALIGNMENT STUDY.

Wayne Lee, Director of Engineering, said Flanary Road to FM 1417, and eventually to FM 902, is on the City's Master Thoroughfare Plan. This study would be to set the alignment and 30% design plans for a four-lane, divided arterial road for the Master Plan, from Shepherd Drive to Progress Road.

The City already has design plans from Progress Road up FM 1417. This will help set the alignment for the future right-of-way, as development occurs.

Pancheco Koch is the engineer employed by Texas Instruments. This roadway runs along the western edge of Texas Instruments' property, so using their engineer will help coordinate with their project. It will also help establish where the proposed 36" water line will follow the alignment.

The alignment study is expected to cost about \$254,000, and should be completed by late Summer or early Fall.

ACTION TAKEN.

Motion by Council Member Holland to approve Resolution No. 6853, as presented. Second by Deputy Mayor Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6854 – ABANDONING ONE (1) TWENTY FOOT (20') UTILITY EASEMENT LOCATED IN LOT 2 OF JACKSON WALKER ADDITION, INSTRUMENT NO. 2020-133, PLAT RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED ON THE EXHIBIT "A" ATTACHED HERETO AND MADE

**RES 6854
UTILITY EASEMENT
JACKSON WALKER
ADDITION**

A PART HEREOF FOR ALL PURPOSES, WHICH UTILITY EASEMENT IS ESTABLISHED IN VOLUME 8, PAGE 34 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING ONE (1) TWENTY FOOT (20') UTILITY EASEMENT LOCATED IN LOT 2 OF JACKSON WALKER ADDITION, INSTRUMENT NO. 2020-133, PLAT RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED ON THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH UTILITY EASEMENT IS ESTABLISHED IN VOLUME 8, PAGE 34 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS.

CONSENT AGENDA.

RESOLUTION NO. 6855 – AWARDING BIDS TO AND AUTHORIZING EXECUTION OF CONTRACTS WITH MULTIPLE VENDORS FOR AN ANNUAL SUPPLY OF CHEMICALS FOR THE SHERMAN WATER TREATMENT PLANT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING BIDS TO AND AUTHORIZING EXECUTION OF CONTRACTS WITH MULTIPLE VENDORS FOR THE ANNUAL SUPPLY OF CHEMICALS FOR THE SHERMAN WATER TREATMENT PLANT.

CONSENT AGENDA.

RES 6855
ANNUAL SUPPLY
OF CHEMICALS
FOR THE WTP

RESOLUTION NO. 6856 – AUTHORIZING THE TEXAS HOUSING FOUNDATION TO EXERCISE ITS POWERS ON PROPERTY KNOWN AS THE PARK MANOR SENIOR COMMUNITY, LOCATED AT 1725 S. FM ROAD 1417, SHERMAN TX 75092, WITHIN THE TERRITORIAL BOUNDARIES OF THE CITY OF SHERMAN, TEXAS AND AUTHORIZING A COOPERATION AGREEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE TEXAS HOUSING FOUNDATION TO EXERCISE ITS POWERS ON PROPERTY KNOWN AS THE PARK MANOR SENIOR COMMUNITY, LOCATED AT 1725 S. FM ROAD 1417, SHERMAN, TX 75092, WITHIN THE TERRITORIAL BOUNDARIES OF THE CITY OF SHERMAN, TEXAS; AND AUTHORIZING A COOPERATION AGREEMENT.

CONSENT AGENDA.

RES 6586
PARK MANOR
SENIOR COMMUNITY
AFFORDABLE
HOUSING

RESOLUTION NO. 6857 – ABANDONING A TWENTY FOOT (20') PRIVATE SANITARY SEWER EASEMENT LOCATED ACROSS LOTS 1-4, BLOCK 1, OF LAS CASITAS TO GRAYSON COUNTY, TEXAS, AS PER PLAT OF RECORD IN VOLUME 18, PAGE 122 AND 122-A, PLAT RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY SHOWN ON THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING A TWENTY FOOT (20') PRIVATE SANITARY SEWER EASEMENT LOCATED ACROSS LOTS 1-4, BLOCK 1 OF LAS CASITAS TO GRAYSON COUNTY, TEXAS, AS PER PLAT OF RECORD IN VOLUME 18, PAGES 122 AND 122-A, PLAT RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY SHOWN ON THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

CONSENT AGENDA.

RES 6857
ABANDONING A
SANITARY SEWER
EASEMENT
(LAS CASITAS)

REQUEST TO ADVERTISE

MARTIN LUTHER KING PARK RESTROOM REPLACEMENT PROJECT

The City Council approved the request to advertise for proposals for a project to replace the existing restroom facility located at Martin Luther King Park. The current restroom is over 60 years old and the concrete block is crumbling even after multiple repairs. This project is consistent with the goal of continued maintenance of existing parks, and is estimated to cost \$144,800.
CONSENT AGENDA.

REQ TO ADVERTISE
MARTIN LUTHER
KING PARK
RESTROOM
REPLACEMENT

PURCHASE OF A CREW CAB TRUCK WITH DUMP BED FOR THE CEMETERY DEPARTMENT

The City Council approved the request to purchase a Crew Cab Truck with Dump Bed for the Cemetery Department. Currently there is only one dump truck in the Parks Maintenance Department, which the Cemetery staff must borrow as needed. The new unit will provide a dedicated dump truck for the Cemetery Department.
CONSENT AGENDA.

VEHICLE PURCHASE

OTHER BUSINESS

RECEIVE SEMI-ANNUAL REPORT ON THE SHERMAN CULTURAL DISTRICT

Heidi Rushing, President of the Sherman Cultural District Advisory Board, presented an update on their activities.

SHERMAN CULTURAL
DISTRICT ANNUAL
REPORT

The community mural was completed in December 2021, and is located in the parking lot adjoining City Hall. They held their Third Annual Art Dash, which was a traveling exhibit at three different pop-up locations throughout the District. Over 40 artists donated 5"x5" paintings for the Dash, and 20 artists exhibited their artwork during the Dash.

Money raised through the Art Dash will be used to purchase umbrellas for the St. Patrick's Day Parade, which will be held March 12, 2022. Members of the Cultural District will march in the parade as an "Umbrella Brigade."

Ms. Rushing said they also have the opportunity to apply for another Texas Commission on the Arts Grant. They have been successful in obtaining the grant the last two years, and are already working on a grant project for submission.

They are also bringing back the Taco Tour this Summer, which has proven to be a great fundraiser.

Ms. Rushing encouraged everyone to follow them on social media to keep up with their events.

ACCEPT ANNUAL AUDIT REPORT FOR YEAR ENDED SEPTEMBER 30, 2021 FROM PATTILLO, BROWN AND HILL, LLP

John Manning, Partner, Pattillo, Brown & Hill, LLP, presented the Annual Audit Report for the year ended September 30, 2021. He said they met with the Audit Committee last week and went over the Audit Report in more detail. He said they were pleased with the report and appreciated the effort from everyone at the City.

ANNUAL AUDIT

The Financial Statement is the responsibility of the City, and it's their responsibility to express an opinion as to whether the amounts are correct, and stated properly in accordance with accounting principles.

Their opinion is an "unmodified opinion," which of the four types of opinions, is the highest level they can offer, and is the highest level of assurance they can give, as outside auditors.

He outlined specific parts of the report. The balance sheet shows financial stability, an abundance of capital activity, and that cash is being reconciled properly, and everything with the balance sheet came in line of where it should be.

This year the General Fund balance ended at \$16.9 million, which is several months of reserves, and is well above the recommended mark by the Government Finance Officers Association. Mr. Manning said it is a good fund balance, and that's a very good thing. He also said the City stayed "well under budget" with expenditures.

As for pension liability, this year the liability went down and the City is almost 92% funded, which is a lot higher than a lot of other cities.

As for grants, he said the City spent over \$750,000 in Federal funds this year, and they found no findings or deficiencies that they had to report.

He reiterated that Sherman had a very good Audit, and got a lot of help from the Finance Department, as well as other City departments.

ACTION TAKEN.

Motion by Council Member Teamann to accept the Annual Audit Report for the year ended September 30, 2021, as presented.

Second by Deputy Mayor Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

RECEIVE AN UPDATE ON THE CITY OF SHERMAN'S ONGOING PROJECTS

Nate Strauch, Community & Support Services Manager, presented an update on the City's ongoing projects. He showed drone footage and updated the following projects:

Lamberth Road	Three Oaks	FM 1417
Hilre Drive	Park Haven	75/82 Intersection
Moore Street	Solar Farms	75 GAP Project
Flanary Drive	Bel Air	Hwy 75
McGee Street	Police Station	

**UPDATE ON
CITY PROJECTS**

COUNCIL COMMENTS
CULTURAL DISTRICT UPDATE

Council Member Teamann said they appreciated everything the Cultural District is doing, and it is noticeable. He is noticing more

**CULTURAL
DISTRICT
UPDATE**

COUNCIL MINUTES – MARCH 7, 2022

murals in the downtown area, and signs of other community involvement happening. He said they greatly appreciate their work.

ANNUAL AUDIT

Council Member Teamann thanked Council Member Holland for joining him on the Audit Committee recently, and Ms. Lawrence for putting together an excellent package.

ANNUAL AUDIT

ANNUAL AUDIT

Council Member Holland congratulated Ms. Lawrence and said they did a good job on the Audit.

ANNUAL AUDIT

PRAY FOR THE UKRAINE

Council Member Dobbs reminded everyone to keep praying for the Ukraine and everything that's going on overseas.

PRAY FOR THE UKRAINE

GRAYSON COUNTY BOW HUNTING FOR WHITE-TAILED DEER

Council Member Dobbs said for 20 or 30 years, Grayson County has had a bow only season for white-tailed deer. There is a move to get rifle hunting for white-tailed deer in Grayson County. Lead executives from Texas Parks and Wildlife will be at Grayson County College on Wednesday at 7:00 p.m. for a meeting. Many residents are working hard to keep Grayson County bow only.

GRAYSON COUNTY BOW HUNTING FOR WHITE- TAILED DEER

ANNOUNCEMENTS

Mayor Plyler announced the following:

- The Annual St. Patrick's Day Parade will be held downtown on March 12, 2022, at 11:00 a.m.
- Tickets are available for Women Rock Night in memory of Gina Gunn, at the Allen Americans game on March 16, 2022. For every ticket purchased through the event, Women Rock will receive a \$6 donation to support their mission.
- On April 1, 2022, the Annual Hot Summer Nights lineup for 2022 will be announced at Coffee with the Mayor. The event will be held at St. Mary's School at 8:00 a.m.

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) 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

No Executive Session was needed.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:36 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



City Council Regular Meeting

C. 1.

Meeting Date: 03/21/2022

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. 8. * RESOLUTION NO.

Authorizing the Purchase of Network Equipment through Texas DIR-TSO-4167 Contract

E. 9. * RESOLUTION NO.

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

E. 10. * RESOLUTION NO.

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

F. 1. * REQUEST TO ADVERTISE

Purchase of a Toro Groundsmaster 4500 Sports Field Mower for the Parks Maintenance Department



City Council Regular Meeting

C. 2.

Meeting Date: 03/21/2022

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

H. 1. ** 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; Tawni Hodge, Applicant; and Copley Land Surveying, Inc., Surveyor (316 and 320 North Woods Street)

H. 2. ** OTHER BUSINESS

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)

H. 3. ** OTHER BUSINESS

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)

H. 4. ** OTHER BUSINESS

Final Plat approval of The Alvarez Addition, being 0.72 acres in the D.C. Shelp Survey, Abstract No. 1097; Zula Investments, Owner; Adriana Alvarez, Representative; and Underwood Drafting and Surveying, Inc., Surveyor (5116 Texoma Parkway)

H. 5. ** OTHER BUSINESS

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)

H. 6. ** OTHER BUSINESS

Replat approval of Midway Industrial Park Addition; Larry Mueller, Owner; and Helvey-Wagner Surveying, Inc., Surveyor (5100 and 5104 Marshall Street)

H. 7. ** OTHER BUSINESS

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; Tawni Hodge, Applicant; and Copley Land Surveying, Inc., Surveyor (119 and 123 South Ricketts Street and 825 West Lamar Street)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 1.

Meeting Date: 03/21/2022

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

PUBLIC HEARING

Tax Equity and Fiscal Responsibility Act Public Hearing

Issue:

Provide the Public an Opportunity to Comment on the Use of Tax-exempt bond proceeds by CFP Sherman Hospital, LLC

Background:

CFP Sherman Hospital, LLC ("Borrower") entered into a Master Development Agreement ("MDA") with the City, Crossroads Hospital Development LLC ("Developer"), and Ivy P3 Group, LLC ("Project Manager") on January 4, 2021, for the development, design and construction of an estimated 80-bed acute care hospital in the City of Sherman ("Project"). Under the MDA, The Industrial Development Authority of the City of Phoenix, Arizona (the "Authority") will complete financing of the Project by issuing tax-exempt revenue bonds, the proceeds of which will be used to make a loan to the Borrower to finance the Project. The federal Tax Equity and Fiscal Responsibility Act (TEFRA) requires an issuance of these type of bonds, called qualified private activity bonds, to be approved by the governmental unit in which the bond-financed facility will be located, referred to as "host approval." The TEFRA public hearing provides the public an opportunity to comment on the use of tax-exempt bond proceeds.

Origination:

Robby Hefton, City Manager

Financial Consideration:

There is no financial consideration to holding the public hearing.

Staff Recommendation:

The staff recommends the Sherman City Council hold the public hearing.

Alternatives:

The Sherman City Council may decline to hold the public hearing.

Attachments

Resolution - TEFRA

Exhibit A Notice of TEFRA PH

RESOLUTION NO. _____

**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**

WHEREAS, The Industrial Development Authority of the City of Phoenix, Arizona (the “Authority”), is a nonprofit corporation designated a political subdivision of the State of Arizona (the “State”) incorporated with the approval of the City of Phoenix, Arizona; and

WHEREAS, Title 35, Chapter 5 of the Arizona Revised Statutes, Section 35-701 *et seq.*, as amended (the “Act”), authorizes the Authority to issue revenue bonds for the purposes set forth in the Act, including the making of secured and unsecured loans to finance or refinance the acquisition, construction, improvement or equipping of a “project” (as defined in the Act) whenever the Board of Directors of the Authority finds such loans to be in furtherance of the purposes of the Authority and in the public interest; and

WHEREAS, CFP Sherman Hospital, LLC, an Arizona limited liability company (the “Borrower”), whose sole member is Community Facility Public Private Partnerships, a Minnesota nonprofit corporation (the “Member”) and an exempt organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), has requested that the Authority issue its Revenue Bonds (CFP Sherman Hospital, LLC), Series 2022 pursuant to a plan of financing, in an aggregate principal amount not to exceed \$300,000,000 (the “Bonds”) to (a) finance the acquisition, construction and equipping of a new 80-licensed bed hospital to be located on approximately 16.8 acres located at Crossroads Development on the northeast corner of Highway 75 and Travis Street, in Sherman, Texas (the “Project”), (b) fund one or more debt service reserve funds for the benefit of the Bonds, if deemed necessary or desirable by the

Authority and the Borrower; (c) fund working capital for the Borrower, if deemed necessary or desirable by the Authority and the Borrower; (d) fund interest accruing on the Bonds, if deemed necessary or desirable by the Authority and the Borrower; and (e) pay certain costs related to the issuance of the Bonds (collectively, the “Project”); and

WHEREAS, in furtherance of the purposes of the Act, the Authority proposes to issue one or more series of its Revenue Bonds (CFP Sherman Hospital, LLC), Series 2022, in an aggregate principal amount of not to exceed \$300,000,000, the proceeds of which will be loaned to the Borrower to (i) pay the costs of acquiring, constructing, renovating, improving and equipping, as applicable, the Project, (ii) pay capitalized interest on the Bonds, if any, and (iii) pay certain expenses relating to issuance of the Bonds; and

WHEREAS, the Authority, its approving resolution duly adopted by the Board of Directors of the Authority at a lawful meeting called and held on March 17, 2022, granted approval to the issuance and sale of the Bonds in an aggregate principal amount not to exceed \$300,000,000; and

WHEREAS, pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by the City of Sherman, Texas (the “City”) because the property to be financed or reimbursed by the Bonds is located within the territorial limits of the City; and

WHEREAS, the City Council of the City of Sherman, Texas (this “City Council”) is the elected legislative body of the City and is one of the “applicable elected representatives” required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, attached hereto as *Exhibit A* is a copy of the publisher’s affidavit evidencing publication of the Notice of Public Hearing; and

WHEREAS, the City Council held a public hearing on March 21, 2022 as required by the Code and has submitted a copy of all written public comments which it received; and

WHEREAS, information regarding the Project to be financed with the proceeds of the Bonds has been presented to the City Council; and

WHEREAS, it is intended that this Resolution shall constitute approval of the “applicable elected representative” as defined in Section 147(f) of the Code with respect to the Bonds.

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

SECTION 1. The issuance of the Bonds by the Authority and the plan of finance for the Project are hereby approved for purposes of Section 147(f) of the Code.

PASSED AND APPROVED on this 21st day of March, 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 PITMAN,
CITY ATTORNEY**

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held by the City of Sherman, Texas (the "City"), on March 21, 2022, at 5:00 p.m. local time at City Hall in the City of Sherman - 220 W. Mulberry St., Sherman, Texas 75090, regarding the issuance by The Industrial Development Authority of the City of Phoenix, Arizona (the "Authority") of its Health Care Revenue Bonds (CFP Sherman Hospital, LLC), Series 2022, in one or more series, in an aggregate principal amount not to exceed \$300,000,000 (the "Bonds") at the request and for the benefit of CFP Sherman Hospital, LLC, an Arizona limited liability company (the "Borrower"), whose sole member is Community Facility Public Private Partnerships, a Minnesota nonprofit corporation (the "Member") and an exempt organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), as borrower of the proceeds of the Bonds and owner of the below-defined Project.

The Authority is empowered under the Industrial Development Financing Act, Title 35, Chapter 5 of the Arizona Revised Statutes, Sections 35-701 et seq., as amended (the "Act"), to issue revenue bonds for the purposes set forth in the Act, including the making of secured and unsecured loans to finance or refinance the acquisition, construction, improvement, equipping or operating of a "project" (as defined in the Act), whenever the Board of Directors of the Authority finds such revenue bonds or loans further advance the interests of the Authority or the public. The Borrower has requested that the Authority issue one or more series of its Bonds, and loan the proceeds of the Bonds to the Borrower in order to (a) finance the acquisition, construction and equipping of a new 160,000 square foot, 80-licensed bed hospital to be located on approximately 16.8 acres located at Crossroads Development on the northeast corner of Highway 75 and West Travis Street, in Sherman, Texas; (b) fund one or more debt service reserve funds for the benefit of the Bonds, if deemed necessary or desirable by the Authority and the Borrower; (c) fund working capital for the Borrower, if deemed necessary or desirable by the Authority and the Borrower; (d) fund interest accruing on the Bonds, if deemed necessary or desirable by the Authority and the Borrower; and (e) pay certain costs related to the issuance of the Bonds, including the costs of bond insurance or other credit or liquidity enhancement, if any (collectively, "Project"). The initial owner and principal user of the facilities being financed or reimbursed with the proceeds of the Bonds will be the Borrower and such facilities are or will be located on land owned or principally used by the Borrower.

All or a portion of the Bonds are expected to be issued as "qualified 501(c)(3) bonds" as defined in Section 145 of the Internal Revenue Code of 1986, as amended (the "Code").

The principal of, premium (if any), and interest on the Bonds will not constitute the debt or indebtedness, or a liability, of the Authority, the City of Phoenix, Arizona or the State of Arizona or any political subdivision of the State of Arizona within the meaning of any provisions of the Constitution of the State of Arizona and shall not constitute or give rise to a pecuniary liability or a charge against the general credit or any taxing powers of the Authority, the City of Phoenix, Arizona or the State of Arizona or any political subdivision of the State of Arizona, but shall be payable solely from the sources provided for in the proceedings for the issuance of the Bonds. The Authority has no taxing power.

The public hearing is required by Section 147(f) of the Code, and is being held in accordance with IRS Rev. Proc. 2021-39. At the time set for the public hearing, interested persons will be given the opportunity to express their views, both orally and in writing, on

the proposed issue of Bonds, and the location and nature of the Project.

Members of the public may contribute to any discussion during the hearing by written comment submitted to the City electronically at maryl@cityofsherman.com and via physical delivery at the following address: 220 West Mulberry St. Sherman, TX 75090, Attention: Mary Lawrence, until the time and date of the hearing (subject to the timing limitations of mail delivery).

This Notice is dated March 4, 2022.

CITY OF SHERMAN, TEXAS



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 2.

Meeting Date: 03/21/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6460

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

Issue:

To consider Granting 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)

Background:

The property is located at 2916 North Highway 75, Suite 110 between Highway 82 and Michelle Drive. The property is zoned a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District. The owner is requesting a Specific Use Permit to allow a vape and smoke shop.

Origination:

Tava Properties, LLC (Owner)
Infinity and Beyond (Tenant)
Nouman Muhammad (Representative)
Sands Surveying Corporation (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 22, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6460

Exhibit A - Plat

Exhibit B - Site Plan

Location Map

Zoning Map

Zoning Sign Photo

Narrative

Survey

Site Plan

Plat

Floor Plan

Sales Overview

Photos

Staff Review Letter

P&Z Communication

ORDINANCE NO. 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; 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, Tava Properties, LLC (Owner), Infinity and Beyond (Tenant), Nouman Muhammad (Representative), and Sands Surveying Corporation (Surveyor) concerning the property located at 2916 North Highway 75, Suite 110, being Lot 4 of Shafer Plaza are granted a Specific Use Permit to allow a Smoke/Vape Shop in a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include property described as **Exhibit A – Plat and Exhibit B -Site Plan.**

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (Retail Business) District, the O-1 (75 & 82) Overlay District, the Sign Ordinance 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. 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. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
5. Sale of electronic cigarettes or e-cigarettes or liquid nicotine to persons younger than 18 years of age is prohibited; proof of age required.
6. Sells, gives or causes to be sold or given an electronic cigarette or e-cigarette or liquid nicotine to another person who intends to deliver it to someone who is younger than 18 years of age is prohibited.
7. Vendor assisted sales required; self-service merchandising prohibited.
8. The facility or business shall not be open to persons younger than 18 years of age unless a parent or guardian is present.
9. Must comply with the City of Sherman Smoking Ordinance (*Chapter 8.06*)
10. Hours of operation must comply with all City of Sherman Ordinances.
11. The property must be properly maintained in a state of good repair and neat appearance.
12. Signs with flashing, blinking or traveling lights shall have lightbulbs which do not exceed sixty (60) watts each. Such lightbulbs shall be frosted. (*Chapter 14, Exhibit A, Sec. 7(14)(B)(8)*).
13. Digital signs shall have a maximum transition time between messages of two (2) seconds. The minimum duration of the message display shall be eight (8) seconds. Brightness shall be no more than 0.3 foot-candles over ambient light. Automatic dimming is required. The brightness measurement shall be taken utilizing a Foot-candle meter at 200' measured perpendicular to the face of the digital sign. (*Chapter 14, Exhibit A, Sec. 7(14)(b)(10)*).
14. 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.
15. 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)*)
16. 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.
17. 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.

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 21st day of March, 2022.

ADOPTED on this the 21st day of March, 2022.

EFFECTIVE DATE on this the 21st day of March, 2022.

CITY OF SHERMAN, TEXAS

BY:

DAVID PLYLER, MAYOR

ATTEST:

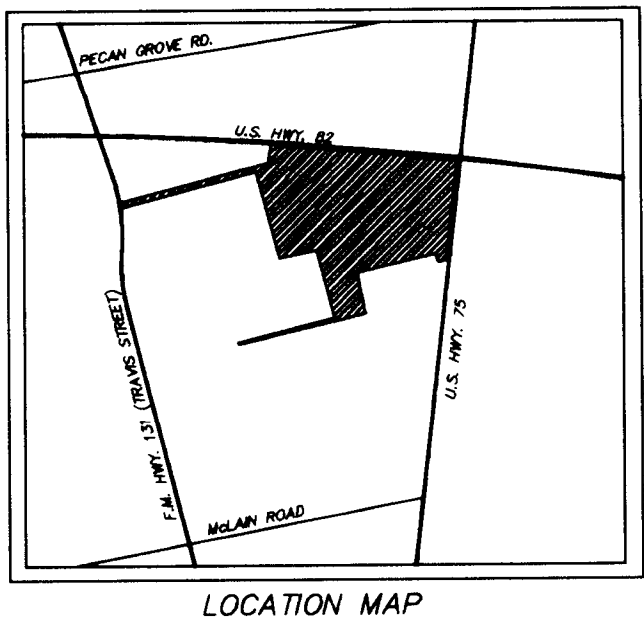
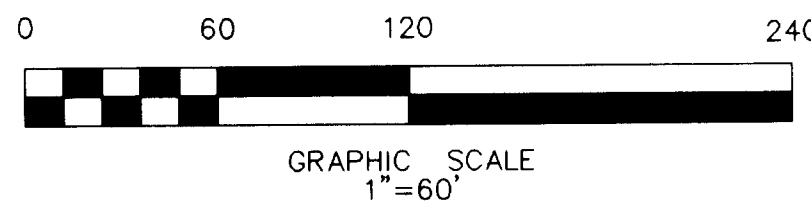
BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

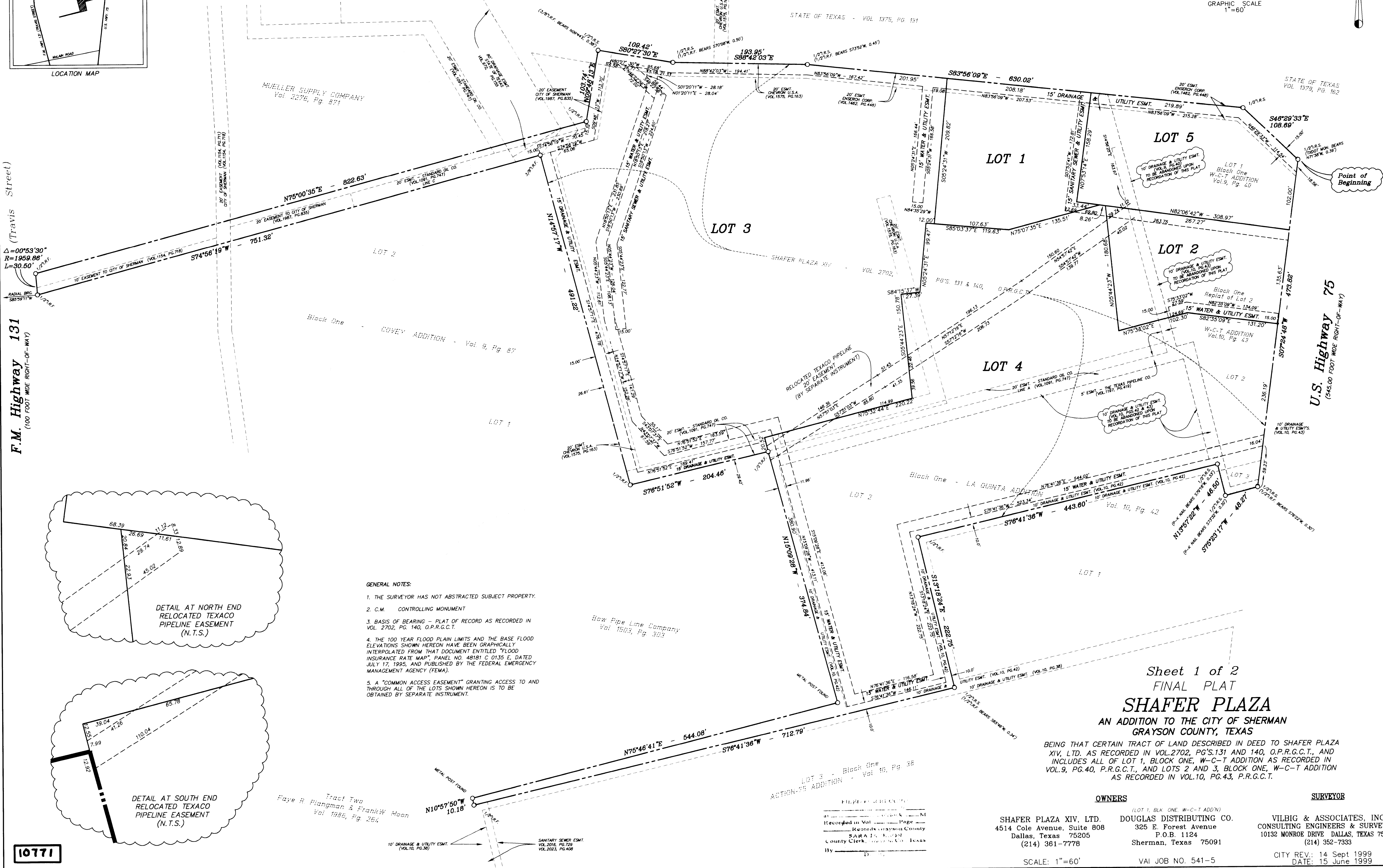
EXHIBIT A

U.S. Highway 82
(VARIABLE WIDTH RIGHT-OF-WAY)



F.M. Highway 131
(100 FOOT WIDE RIGHT-OF-WAY)

U.S. Highway 75
(345.00 FOOT WIDE RIGHT-OF-WAY)



GENERAL NOTES:

1. THE SURVEYOR HAS NOT ABSTRACTED SUBJECT PROPERTY.
2. C.M. CONTROLLING MONUMENT
3. BASIS OF BEARING - PLAT OF RECORD AS RECORDED IN VOL. 2702, PG. 140, O.P.R.G.C.T.
4. THE 100 YEAR FLOOD PLAIN LIMITS AND THE BASE FLOOD ELEVATIONS SHOWN HEREON HAVE BEEN GRAPHICALLY INTERPOLATED FROM THAT DOCUMENT ENTITLED "FLOOD INSURANCE RATE MAP", PANEL NO. 48181 C 0135 E, DATED JULY 17, 1995, AND PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
5. A "COMMON ACCESS EASEMENT" GRANTING ACCESS TO AND THROUGH ALL OF THE LOTS SHOWN HEREON IS TO BE OBTAINED BY SEPARATE INSTRUMENT.

DETAIL AT NORTH END
RELOCATED TEXACO
PIPELINE EASEMENT
(N.T.S.)

DETAIL AT SOUTH END
RELOCATED TEXACO
PIPELINE EASEMENT
(N.T.S.)

Sheet 1 of 2
FINAL PLAT
SHAHER PLAZA
AN ADDITION TO THE CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

BEING THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO SHAHER PLAZA XIV, LTD. AS RECORDED IN VOL.2702, PG.131 AND 140, O.P.R.G.C.T., AND INCLUDES ALL OF LOT 1, BLOCK ONE, W-C-T ADDITION AS RECORDED IN VOL.9, PG.40, P.R.G.C.T., AND LOTS 2 AND 3, BLOCK ONE, W-C-T ADDITION AS RECORDED IN VOL.10, PG.43, P.R.G.C.T.

OWNERS

SHAHER PLAZA XIV, LTD.
4514 Cole Avenue, Suite 808
Dallas, Texas 75205
(214) 361-7778

DOUGLAS DISTRIBUTING CO.
325 E. Forest Avenue
P.O.B. 1124
Sherman, Texas 75091

SURVEYOR

VILBIG & ASSOCIATES, INC.
CONSULTING ENGINEERS & SURVEYORS
10132 MONROE DRIVE DALLAS, TEXAS 75229
(214) 352-7333

SCALE: 1"=60'

VAI JOB NO. 541-5

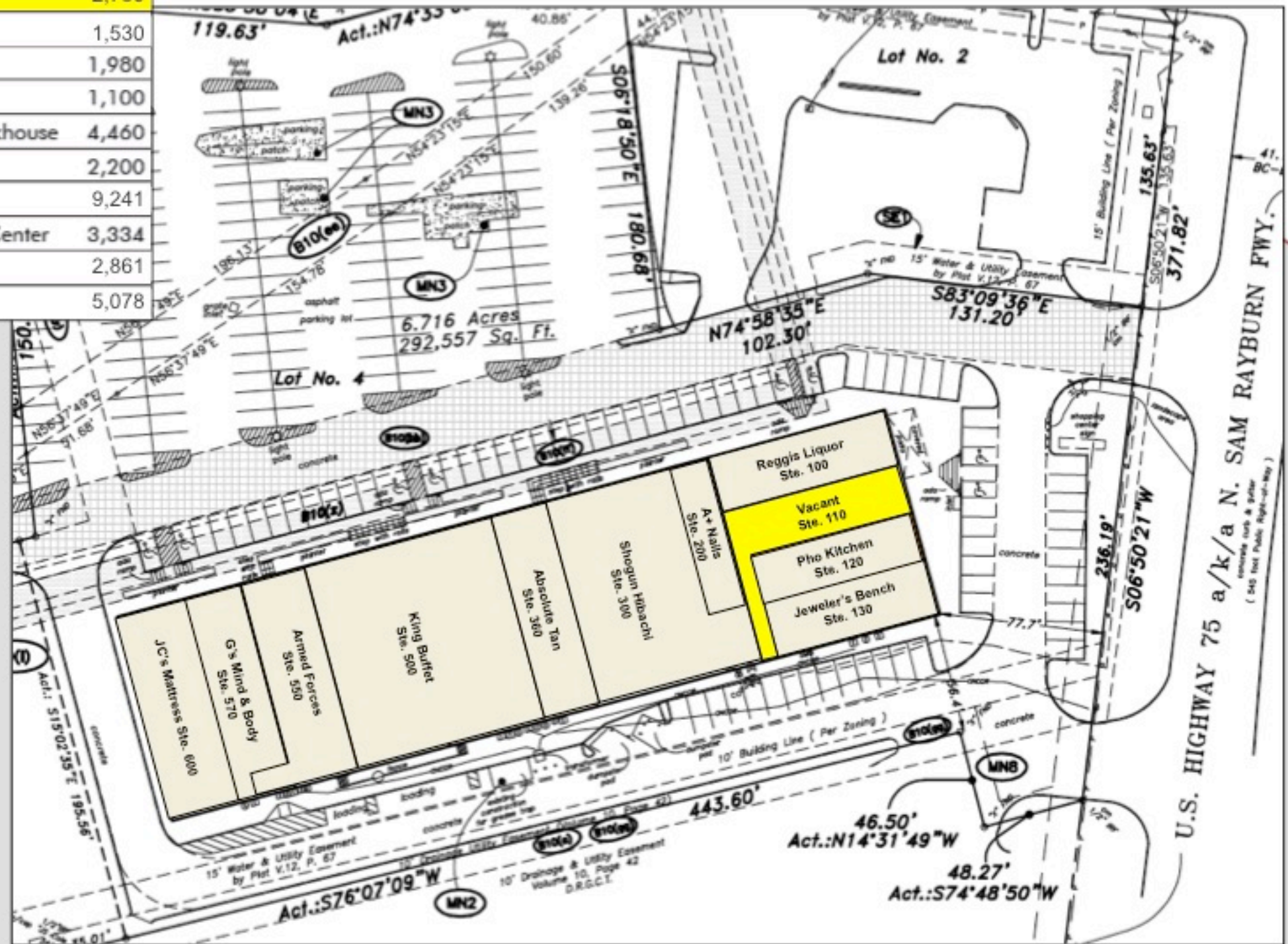
CITY REV.: 14 Sept 1999
DATE: 15 June 1999

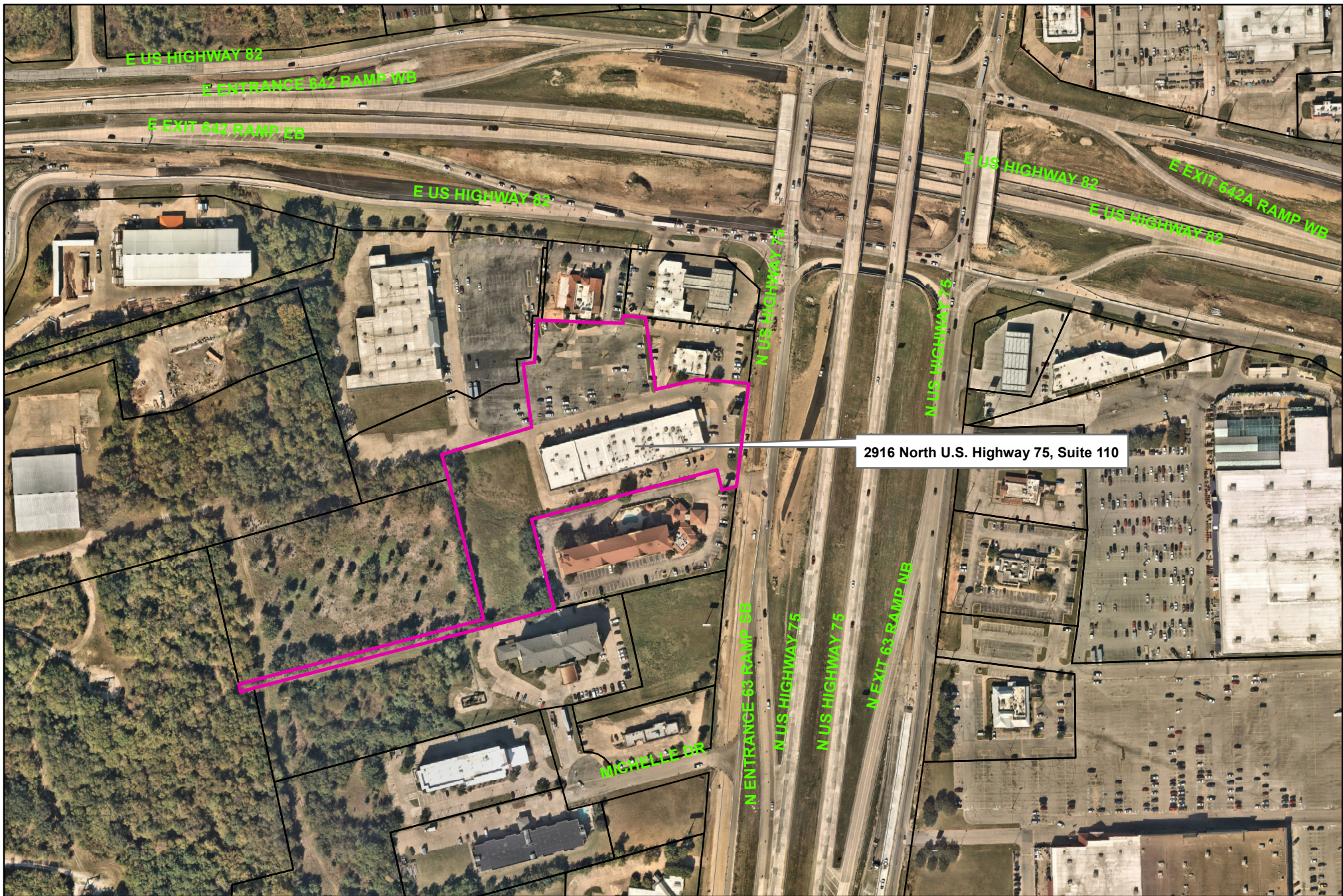
C:\208\SHAHER\541-5\FPLAT.DWG

10771

EXHIBIT B

100	Reggis Liquor	2,872
110	Vacant	2,780
120	Stewards Cajun	1,530
130	The Jewelers Bench	1,980
200	A+ Nails	1,100
300	Shogun Japanese Steakhouse	4,460
360	Absolute Tan	2,200
500	King Buffet - Available	9,241
550	Armed Forces Career Center	3,334
570	G's Mind & Body	2,861
600	JC's Mattress Outlet	5,078



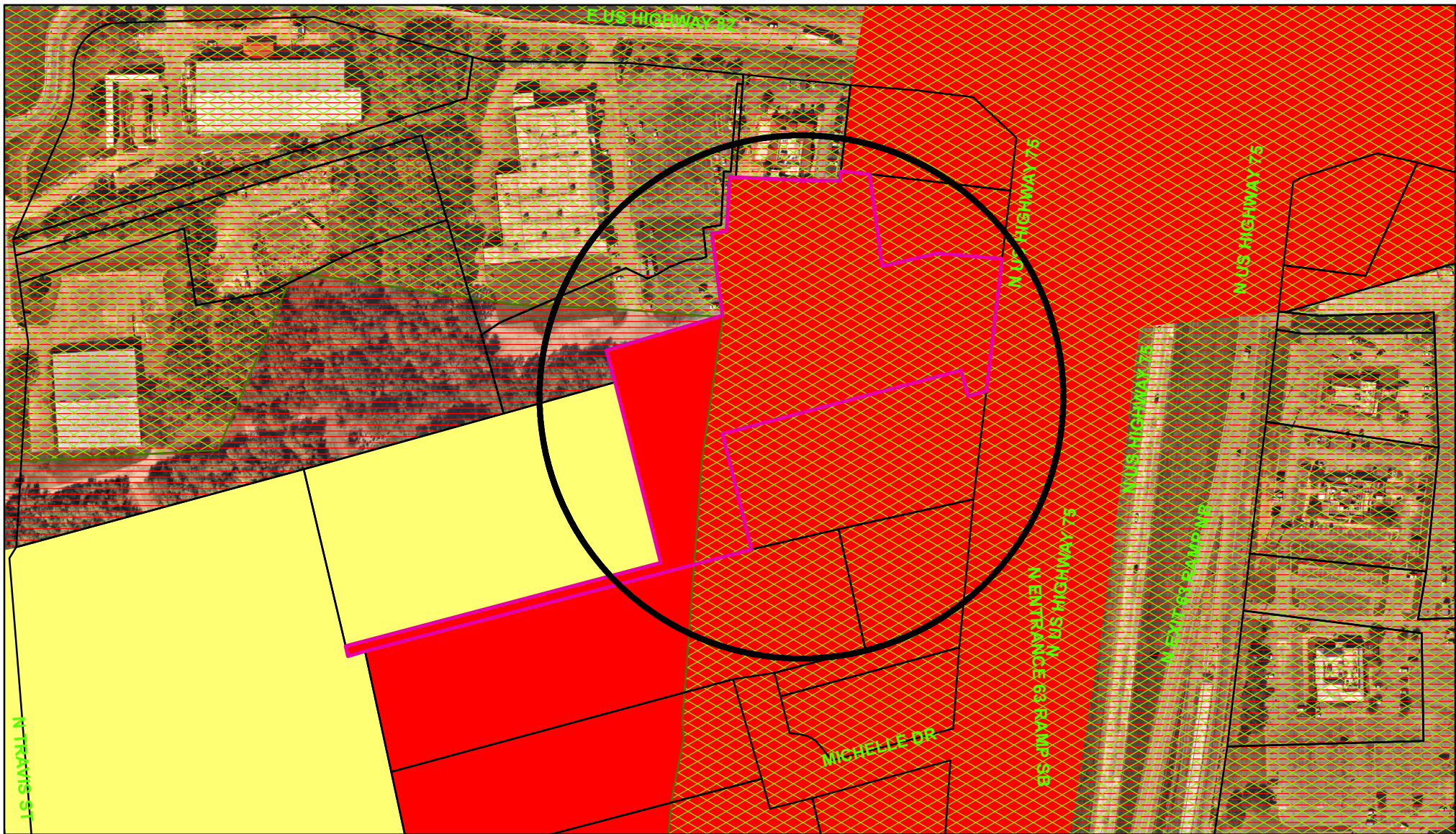


City of Sherman, Texas
Development Services Department

2916 North U.S. Highway 75, Ste 110



1 in = 300 ft



Zoning - 2916 North U.S. Highway 75, Ste 110

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

- 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

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department



NOT TO SCALE

1 in = 252 ft

2916 North Highway 75, Suite 110





Infinity and Beyond Sherman Expansion

Objective:

To ensure that the Planning & Zoning Commission, and City Council members have a clear understanding of Infinity and Beyond expansion into Sherman, TX.

Background:

Infinity and Beyond is a high end retail store that delivers an array of novelty and vape products. Our principles dictate that our customers receive the highest quality service available at all times, for our customers. By following our own policies Infinity and Beyond has proved to be a successful and growing company, within all of its located respected cities.

Current Locations and Future Expectations:

Infinity and Beyond Dallas:

Address: 5621 E Grand Ave Dallas, TX 75204.

Phone # 214-484-7811

Established: 12-22-2019

Infinity and Beyond Plano:

Address: 2520 K Ave Plano, TX 75093.

Phone # 972-905-5883

Established: 04-08-2021

Infinity and Beyond Red Oak:

Address: 509 N Interstate 35 E Rd Red Oak, TX 75154

Expected Establish Date: 06/15/2022

Infinity and Beyond Sherman:

Address: 2916 N US Hwy 75, Ste. 110, Sherman, TX 75090

Expected Establishment: 04/15/2022



Owners:

Nouman Muhammad :

Mr. Muhammad is one of the partners for Infinity and Beyond. Mr. Muhammad has been an entrepreneur since his early days. He started his first venture at the age of 17, as owning a limo service to pay his way thru college, at University of Texas at Arlington. He is a financial consultant by trade and worked a very successful career at Fidelity Investment's, where he obtained several trading licenses along with several recognition awards from the company.

Myles Walker:

Mr. Walker is co-partner for Infinity and beyond. He has continued his studies in aviation logistics to obtain his pilot's license. Mr. Walker currently holds insurance license with the state of Texas, as well as several recognition awards from New York Life for his hard work and dedication. While working in logistics he has been able to get a comprehensive understanding of the retail cycle within Dallas- Fort Worth metroplex cities, which ultimately helped the start of Infinity and Beyond.

The Project:

Infinity and Beyond is requesting a Special Use Permit from the City of Sherman, to establish a location at **2916 N US Hwy 75, Ste. 110, Sherman, TX 75090**. Our research indicates Sherman will be a very successful location for our business model and for the City of Sherman. Currently, we have 300-350+ customers that reside in Sherman, Dennison, Pottsboro, and other surrounding cities that are traveling to our Plano location, as it is the most convenient shop for them. With already having a large following in the Sherman area, this will allow us to establish a safe location for our loyal customers closer to them. Additionally, Infinity and Beyond will add value to the City of Sherman by bringing a new community engaged business which will grow rapidly. Infinity and Beyond owners take pride in being involved within the community along with helping and supporting our first responders in our district.

**Products:**

****The following but not limited to products will be found within our stores****

- Back packs
- Clothing
- Snacks and Soft Drinks
- Glassware
- Electronics
- Kratom
- Art Work
- CBD
- Cosmetics
- Vapes
- Jewelry
- Tobacco
- Hookahs
- Custom Consignment with local vendors
- Miscellaneous

Conclusion:

In conclusion, Infinity and Beyond is thankful for having the opportunity to present this to the City of Sherman. We see Sherman as a very thriving and prospering city, and we are excited to grow with this city. The potential in Sherman is incredible as it sits as a corridor for several major cities, and Infinity and Beyond will vow to do its part in keeping this city safe, and bringing more traffic from the surrounding cities.

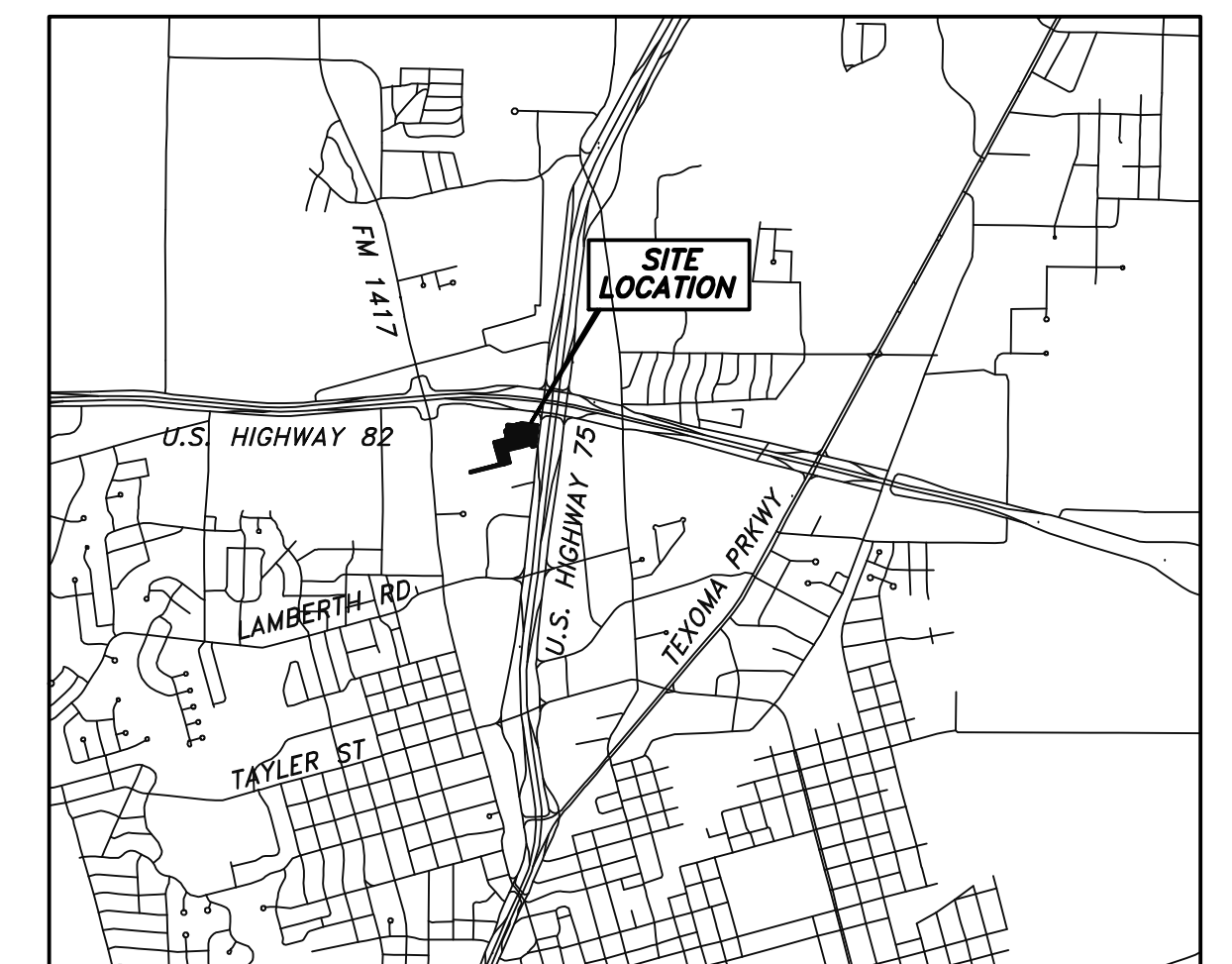
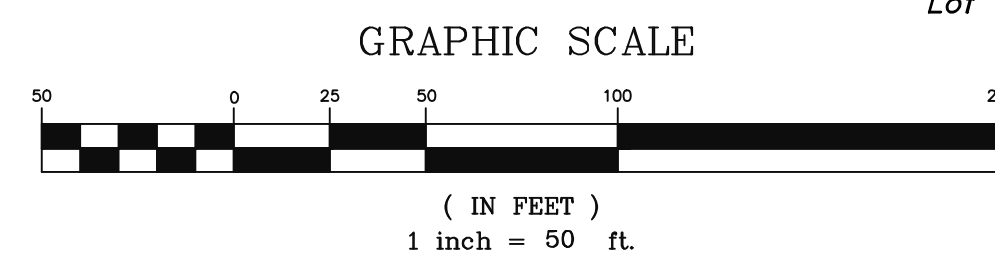
Please find attached a visual representation of our Plano location.

Thank you for your consideration, and your time. We hope to be a part of your community.

Best Regards,

Nouman Muhammad
Myles Walker
Infinity and Beyond, Owners.

<i>IRF</i>	<i>Iron Rod Found</i>
<i>CIRS</i>	<i>Capped Iron Rod Set</i>
<i>WV</i>	<i>Water Valve</i>
<i>Fire Hydrant</i>	
<i>Oncor Underground Elec.</i>	<i>ONCOR</i>
<i>Light Pole</i>	
<i>Power Pole</i>	
<i>Sanitary Sewer Manhole</i>	
<i>Clean Out</i>	
<i>Gas Meter</i>	
<i>Electric Meter</i>	
<i>Electric Control Box</i>	



ALTA/ACSM LAND TITLE SURVEY

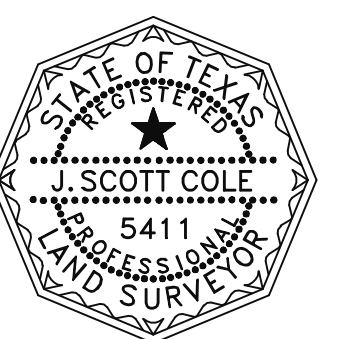
To: T Sherman Crossing TX, LLC.; RIALTO MORTGAGE
FINANCE, LLC., its successors and/or assignees, Fidelity
National Title Insurance Company and its issuing agent
Federal Title Inc.:

This is to certify that this map or plat and the survey of which it was made were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes Items 1, 2, 3, 4, 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 11(a), 13, 14, 16, 17, 18 and 20(a) of Table A thereof. The field work was completed on August 26, 2014.

[Signature]

Registration No. 5411
In the State of Texas
Date of Survey: 10/01/2014
Date of Last Revision: 11/03/2014
Project No. 148531

Survey Performed By:
Sands Surveying Corporation
422Willow Way
Highland Village, Texas 75077
Phone: 817-355-5253
Fax: 817-830-6139
Email: scott.cole@sandssurveyingtx.com



SANDS SURVEYING CORPORATION

422 Willow Way,
Highland Village Texas 75077
(817) 355-5253 ph
(817) 803-6139 fax
www.SandSurveyingTX.com

 **Land Surveying**

SCALE: 1"=50'
DATE: 08/26/2014
W.O.: 148531
DRAWN BY: BD
CHECKED BY: SC

COPYRIGHT © 2014, Sands Surveying Corporation
All Rights Reserved.
Texas Firm Registration No. 10014600

Sheets

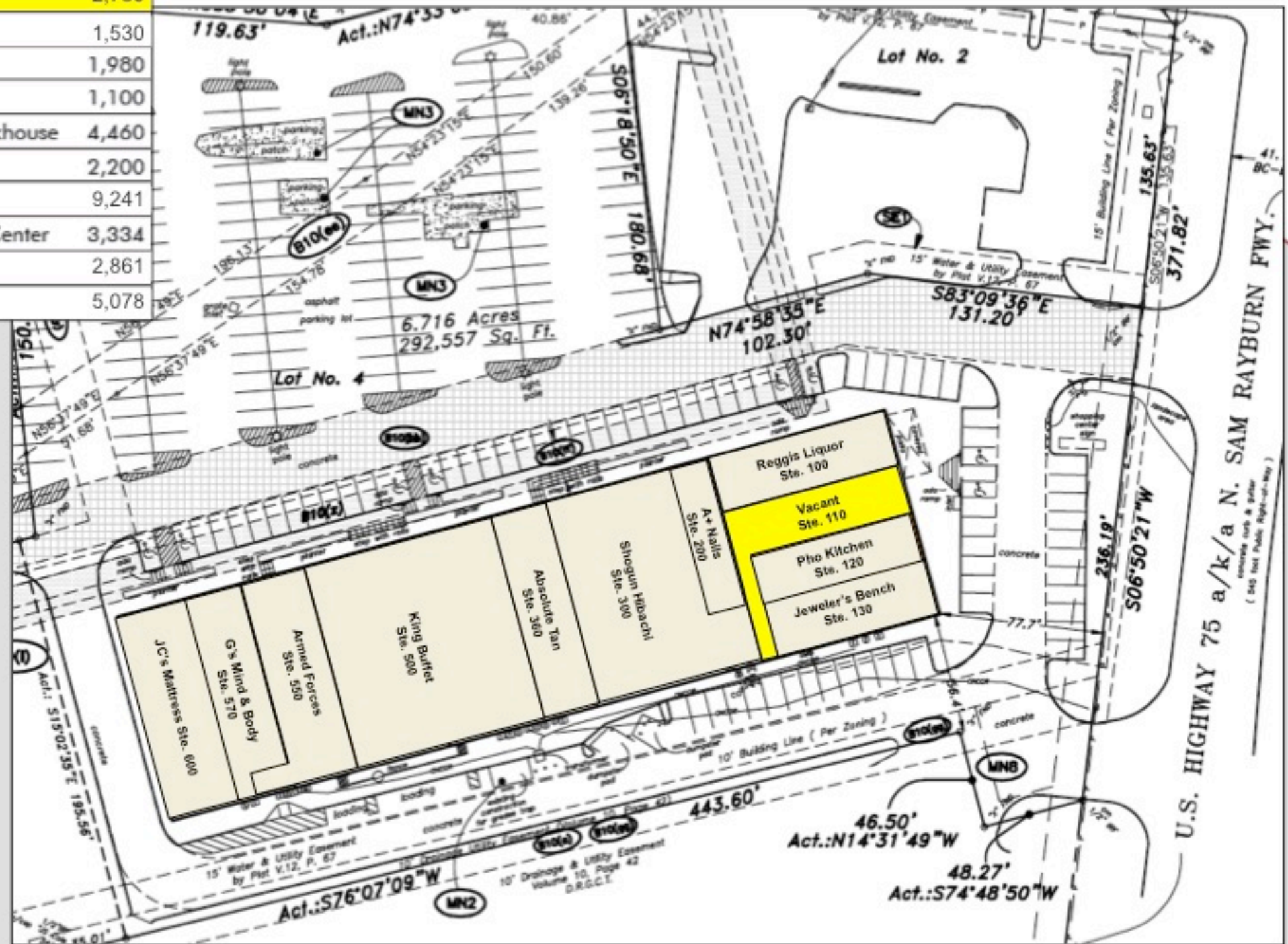
Sheet 2 of 2

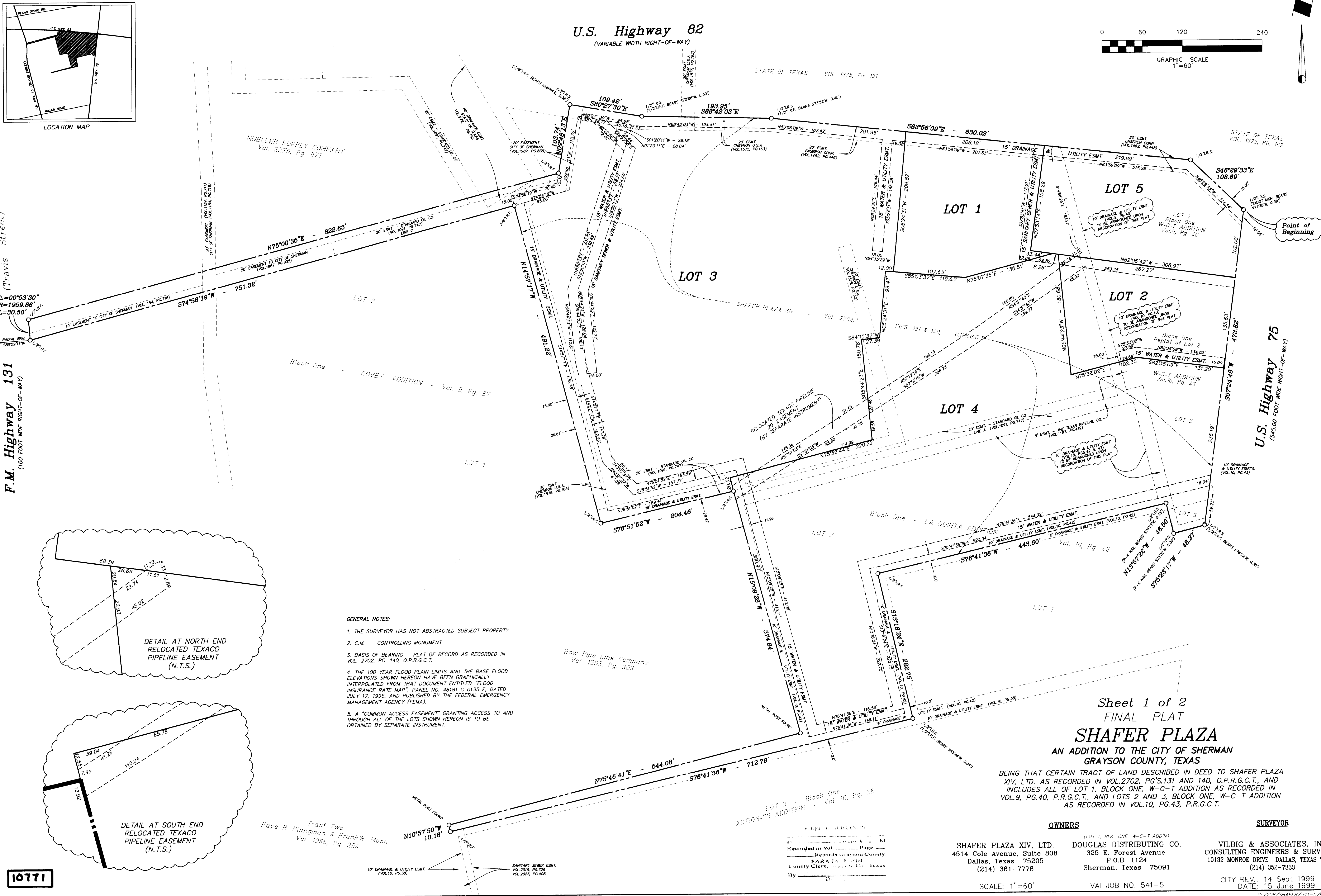
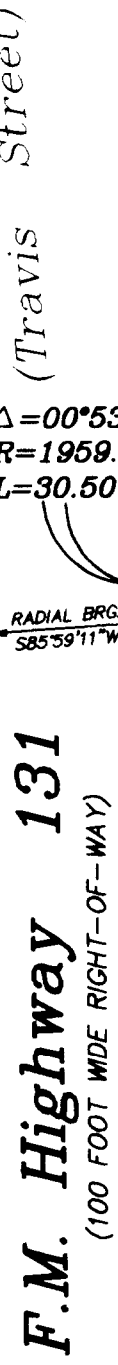
ZONING INFORMATION				
STATUS		ZONED – C1 (Retail Business) and O1 (75 & 82) Overlay		STATUS
ITEM	REQUIRED	OBSERVED		CONTACT INFO: City of Sherman 1220 W Mulberry St, Sherman, TX 75090 PH. 903-892-7200
PERMITTED USE	Shopping Center	NONE		
MIN. LOT AREA	5,000	NONE		
MIN. DEPTH	NONE	NONE		
MIN. LOT WIDTH	50 FEET	NONE		
MAX. BLDG COVERAGE	NONE	NONE		
O1 Overlay: Streets				
MIN. SETBACKS FRONT	40 FEET	NONE		
MIN. SETBACKS FRONT	25 FEET + HEIGHT	NONE		
MIN. SETBACKS FRONT	15 FEET	NONE		
MIN. SETBACKS FRONT	10 FEET LANDSCAPE	NONE		
C1: Streets				
MIN. SETBACKS FRONT	25 FEET	NONE		
Per O1 Overlay:				
MIN. SETBACKS SIDE	5 FEET	NONE		
MIN. SETBACKS REAR	5 FEET	NONE		
Per C1:				
MIN. SETBACKS SIDE	0 FEET	NONE		
MIN. SETBACKS REAR	10 FEET	NONE		
MAX. BUILDING HEIGHT	45 FT. or 3 Stories	NONE		
PARKING REGULAR	1 SPACE FOR	228 SPACES		
PARKING HANDICAP	EVERY 200 SQ. FT.	8 SPACES		
PARKING TOTAL		236 SPACES		
From Highway Right-of-Way Whichever is greater All other streets intersecting Right-of-Way Every side adjacent to Highway Right-of-Way				
NOTES: C1 (Retail Business) and O1 (75 & 82) Overlay Shopping Center (as per City of Sherman) is 5 Acres with various retail, office, restaurant uses, fitness center and tattoo parlor				

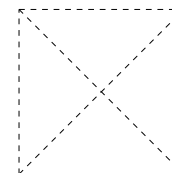
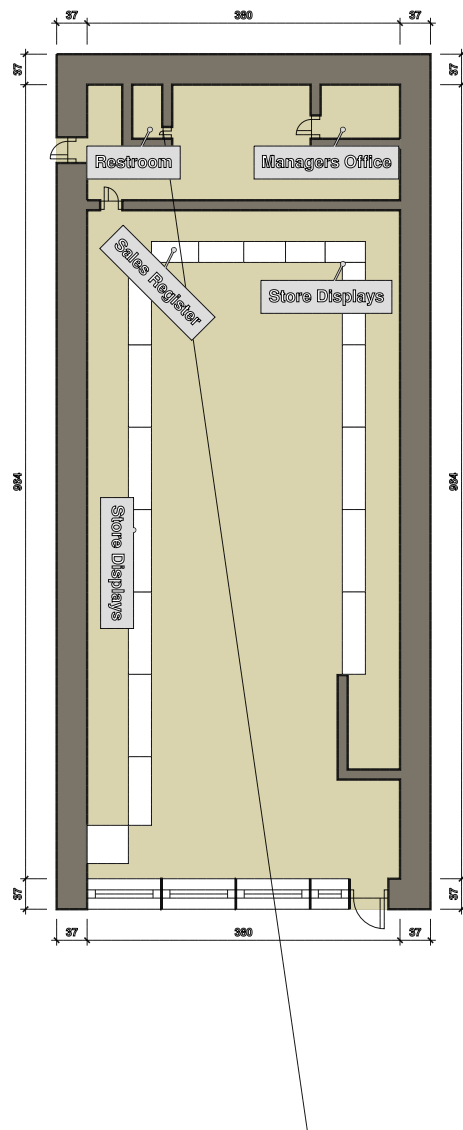
Site Plan

2916 N. US Hwy 75, Sherman, TX

100	Reggis Liquor	2,872
110	Vacant	2,780
120	Stewards Cajun	1,530
130	The Jewelers Bench	1,980
200	A+ Nails	1,100
300	Shogun Japanese Steakhouse	4,460
360	Absolute Tan	2,200
500	King Buffet - Available	9,241
550	Armed Forces Career Center	3,334
570	G's Mind & Body	2,861
600	JC's Mattress Outlet	5,078







Sales Overview

Reporting Tools



Automate Sales Tax



Sync to QuickBooks

< Jan 1, 2021 12:00 AM - Dec 31, 2021 11:59 PM >

TRENDS

FULL REPORT

Compared to: Previous Period

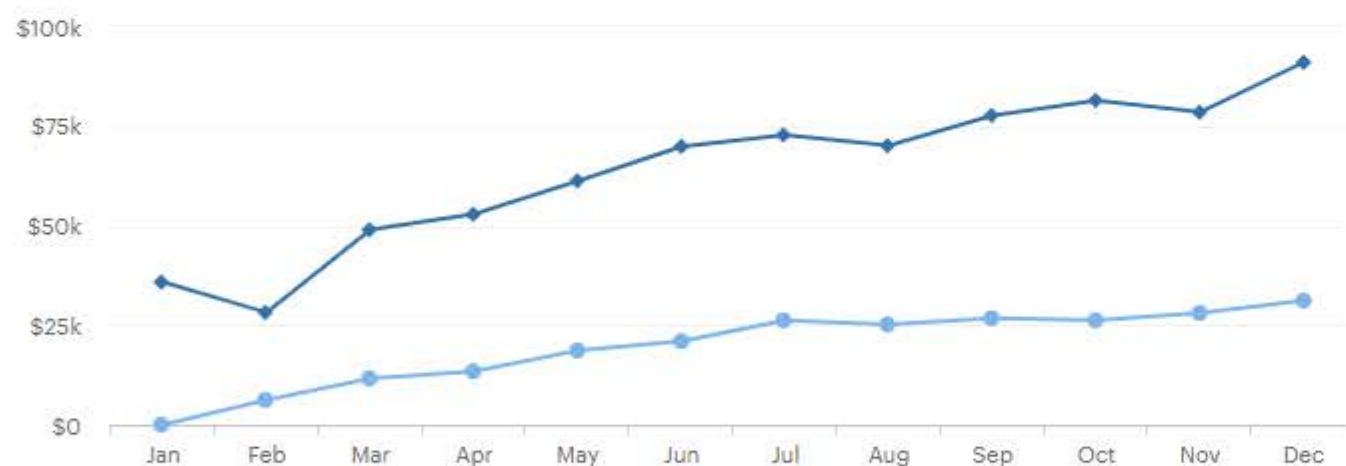
Labor Cost % ?

Labor Cost ?

ⓘ Data is not available for the time range you selected. Try a shorter time range.

Sales Summary

Net Sales ● Jan 1, 2020 12:00 AM - Dec 31, 2020 11:59 PM ● Jan, 2021 - Dec, 2021



Orders ?

30164

▲ 95.31% (15444)

Gross Sales ?

\$798,939.20

▲ 219.53% (\$250,031.88)

Net Sales ?

\$768,352.06

▲ 227.79% (\$234,400.27)

Average Ticket Size ?

\$25.47

▲ 67.79% (\$15.18)

Amount Collected ?

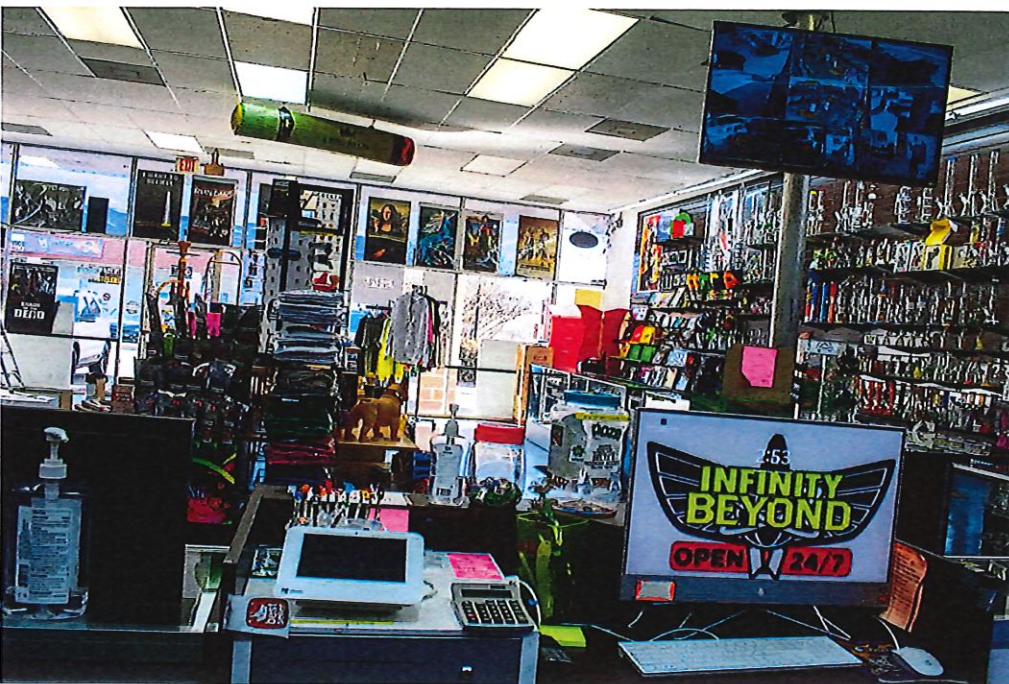
\$812,912.51

▲ 222.92% (\$251,737.29)

DETAILS

Top 5 Tender Types

Top 5 Revenue Classes ?



STAFF REVIEW LETTER

February 15, 2022

Tava Properties
11104 Brighton Ln.
Frisco, TX 75033

Sands Surveying Corporation
422 Willow Way
Highland Village, TX 75077

Infinity and Beyond
Nouman Muhammad
4001 Ross Ave. #202
Dallas, TX 75204

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 Smoke/Vape Shop in a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District located at 2916 North Highway 75, Suite 110 has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, February 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-1 (Retail Business) 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. 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. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
5. Sale of electronic cigarettes or e-cigarettes or liquid nicotine to persons younger than 18 years of age is prohibited; proof of age required.
6. Sells, gives or causes to be sold or given an electronic cigarette or e-cigarette or liquid nicotine to another person who intends to deliver it to someone who is younger than 18 years of age is prohibited.
7. Vendor assisted sales required; self-service merchandising prohibited.
8. The facility or business shall not be open to persons younger than 18 years of age unless a parent or guardian is present.
9. Must comply with the City of Sherman Smoking Ordinance (*Chapter 8.06*)
10. Hours of operation must comply with all City of Sherman Ordinances.
11. The property must be properly maintained in a state of good repair and neat appearance.

12. Signs with flashing, blinking or traveling lights shall have lightbulbs which do not exceed sixty (60) watts each. Such lightbulbs shall be frosted. (*Chapter 14, Exhibit A, Sec. 7(14)(B)(8)*).
13. Digital signs shall have a maximum transition time between messages of two (2) seconds. The minimum duration of the message display shall be eight (8) seconds. Brightness shall be no more than 0.3 foot-candles over ambient light. Automatic dimming is required. The brightness measurement shall be taken utilizing a Foot-candle meter at 200' measured perpendicular to the face of the digital sign. (*Chapter 14, Exhibit A, Sec. 7(14)(b)(10)*).
14. 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.
15. 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)*)
16. 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.
17. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

It is the policy of 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. 11.

Meeting Date: 02/22/2022

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:

2916 NORTH HIGHWAY 75, SUITE 110

The request of Tava Properties, LLC (Owner), Infinity and Beyond (Tenant), Nouman Muhammad (Representative) and Sands Surveying Corporation (Surveyor) concerning the property located at 2916 North Highway 75, Suite 110, being Lot 4 of Shafer Plaza, 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 Smoke/Vape Shop in a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District.

Background:

The property is located at 2916 North Highway 75, Suite 110 between Highway 82 and Michelle Drive. The property is zoned a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District. The owner is requesting a Specific Use Permit to allow a vape and smoke shop.

Adjacent Zoning:

R-1 (One-Family Residential) District

C-1 (Retail Business) District

C-2 (General Commercial) District

Origination:

Tava Properties, LLC (Owner)

Infinity and Beyond (Tenant)

Nouman Muhammad (Representative)

Sands Surveying Corporation (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:

9

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Plat
Survey
Site Plan
Floor Plan
Narrative
Photos
Sales Overview
Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 3.

Meeting Date: 03/21/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6461

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

Issue:

To consider Granting 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)

Background:

The property is located at 1729 Texoma Parkway between Broughton Street and Grand Avenue. The property is zoned a C-2 (General Commercial) District. The owner is requesting a Specific Use Permit to allow a commercial amusement center (bingo hall).

Origination:

Eisenhower Texoma Ltd. (Owner)
John Munson (Representative)

Financial Consideration:

None

Staff Recommendation:

At the February 22, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6461

Exhibit A

Location Map

Zoning Map

Zoning Sign Photo

Floor Plan

Floor Plan

Elevations

Staff Review Letter

P&Z Communication

ORDINANCE NO. 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; 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, Eisenhower Texoma Ltd. (Owner) and John Munson (Representative) concerning the property at 1729 Texoma Parkway, being 5.341 acres in the J.B. McAnair Survey, Abstract No. 763 are granted a Specific Use Permit to allow a Commercial Amusement Center (Bingo Hall) in a C-2 (General Commercial) District and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include property described as **Exhibit A – Survey and Field Notes**.

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 Sign Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.7; Sec. 7(14) 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. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
5. The property must be properly maintained in a state of good repair and neat appearance.
6. 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.
7. 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 discontinues 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)*)
8. 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.
9. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

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 21st day of March, 2022.

ADOPTED on this the 21st day of March, 2022.

EFFECTIVE DATE on this the 21st day of March, 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

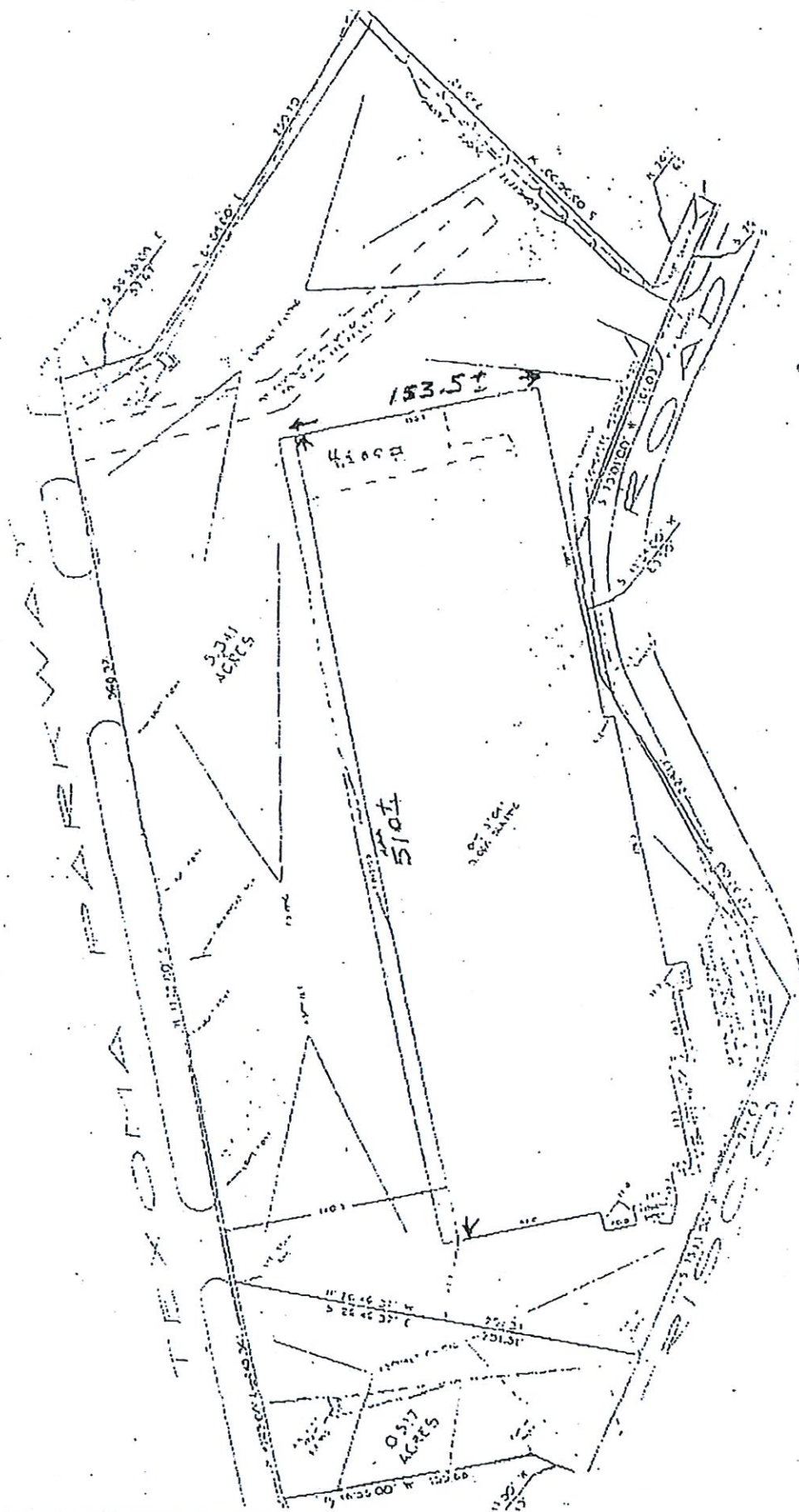


EXHIBIT A

EXHIBIT B

TRACT ONE

Situated in the City of Sherman, County of Grayson, State of Texas, being a part of Lots No. 24 and 25 of the J. D. McAnair Survey, Abstract No. 763, being all of an 0.234 acre tract of land conveyed by Oscar L. Orr, et ux to H. R. Gibson, et ux by deed dated February 23, 1962, recorded in Volume 954, Page 111, Deed Records, Grayson County, Texas; being all of 1.333 acre tract of land described as Tract No. 1, and all of a triangular tract of land described as Tract No. 2 in deed from Oscar L. Orr, et ux to H. R. Gibson, et ux, dated September 12, 1961, recorded in Volume 940, Page 449 of said Deed Records; being all of a 1.67 acre tract of land described as First Tract, and all of an 0.5 acre tract of land described as Second Tract in deed from Howard D. Kirby, et ux to H. R. Gibson, Sr., et ux, dated September 12, 1961, recorded in Volume 940, Page 446 of said Deed Records; being all of a 6,205.26 square foot tract of land conveyed by H. R. Anderson, et ux to H. R. Gibson, Sr. by deed dated September 25, 1964, recorded in Volume 1015, Page 871 of said Deed Records; being all of a tract of land conveyed by H. R. Anderson, et ux to H. R. Gibson, Sr. by deed dated September 25, 1964, recorded in Volume 1015, Page 873 of said Deed Records; being all of a 1,506.45 square foot tract of land conveyed by Elton Bridges to H. R. Gibson, Sr. by deed recorded in Volume 1032, Page 806 of said Deed Records; being the West 246 foot of Lot No. 12 of the Plat of J. S. Helmer's Division of 2.11 acres of the J. D. McAnair Survey as shown by plat of record in Volume 345, Page 100 of said Deed Records, as conveyed by J. H. Acklin to H. R. Gibson, Sr. by deed dated May 7, 1965, recorded in Volume 1030, Page 77 of said Deed Records, and being more particularly described as follows, to wit:

BEGINNING at a 1/2 inch steel rod on the East right-of-way line of U.S. Highway No. 75, said rod maintaining the most northerly corner of said 1,506.45 square foot tract, and the Southwest corner of a tract of land conveyed as Second Tract in deed from Owen McClure, III to Jack Hall, dated June 13, 1900, recorded in Volume 1519, Page 709 of said Deed Records:

THENCE south 56 deg. 50 min. 05 sec. East, with the South line of said Second Tract, a distance of 57.67 feet to a 1/2 inch steel rod at an angle point in the South line of said Second Tract, on the North line of said tract of land conveyed by H. R. Anderson, et ux to H. R. Gibson, Sr., recorded in Volume 1015, Page 873 of said Deed Records, said rod maintaining the most easterly corner of said 1,506.45 square foot tract;

THENCE North 04 deg. 09 min. 00 sec. East, continuing with the South line of said Second Tract, and with the North line of said Anderson to Gibson tract, a distance of 250.70 feet to a 1/2 inch

steel rod at the base of a 'Dole d' arc fence corner post, on the West line of a 2.007 acre tract of land conveyed by Transcontinental Hotels, Inc. to LeVillita Motor Inns Ventura No. 2 by deed dated June 22, 1902, recorded in Volume 1696, Page 390 of said Deed Records, said rod maintaining the Southeast corner of said Second Tract, and the Northeast corner of said Anderson to Gibson tract;

THENCE South 05 deg. 56 min. 55 sec. West with the West line of said 2.007 acre tract, the East line of said Anderson to Gibson tract, a distance of 240.42 feet to a 1/2 inch steel rod at the base of a 'Dole d' arc fence post on the North line of said Lot No. 12 of J. S. Helmer's Subdivision, said rod maintaining the Southwest corner of said 2.007 acre tract, and the Southeast corner of said Anderson to Gibson tract;

THENCE North 76 deg. 12 min. 27 sec. East, with South line of said 2.007 acre tract, and the North line of said Lot No. 12, a distance of 62.72 feet to a 1/2 inch steel rod maintaining the Northeast corner of that portion of said Lot No. 12 conveyed by Acklin to Gibson;

EXHIBIT A

THENCE South 22 deg. 47 min. 33 sec. East, a distance of 14.39 feet to a 1/2 inch steel rod on the South line of said Lot No. 12, the North line of Frisco Road, said rod maintaining the Southeast corner of that portion of said Lot No. 12 conveyed by Acklin to Gibson;

THENCE South 76 deg. 54 min. 51 sec. West, with the South line of said Lot No. 12, the North line of said Frisco Road, a distance of 67.67 feet to a chiseled "X" in concrete driveway at an angle point in the South line of said Lot No. 12, the North line of said Frisco Road;

THENCE South 73 deg. 01 min. 00 sec. West, continuing with the South line of said Lot No. 12, the North line of said Frisco Road, a distance of 161.03 feet to a chiseled "X" in concrete at an angle point in the North line of said Frisco Road;

THENCE South 41 deg. 39 min. 00 sec. West, continuing with the North or West line of said Frisco Road, a distance of 83.60 feet to a chiseled "X" in concrete on the East line of said 1.343 acre tract;

THENCE South 22 deg. 32 min. 00 sec. West, continuing with the North or West line of said Frisco Road, the East line of said 1.343 acre tract, a distance of 229.17 feet to a P/K rail maintaining the Southeast corner of said 1.343 acre tract;

THENCE South 75 deg. 13 min. 00 sec. West, continuing with the North line of said Frisco Road, and with the South line of said 1.343 acre tract, passing its Southwest corner, the Southeast

corner of said 0.234 acre tract, and continuing for a total distance of 244.02 feet to a railroad spike maintaining the Southwest corner of said 0.234 acre tract;

THENCE North 26 deg. 46 min. 37 sec. West, with the West line of said 0.234 acre tract, a distance of 251.31 feet to a 1/2 inch steel rod on the East right-of-way line of said U. S. Highway No. 75, the South line of said 1.67 acre tract, said rod maintaining the Northwest corner of said 0.234 acre tract, and the most westerly corner of said triangular tract of land described as Tract No. 2 in said deed from Oscar L. Orr, et ux to H. R. Gibson, et ux;

THENCE North 41 deg. 25 min. 00 sec. East, with the East right-of-way line of said highway, passing the North line of said 1.67 acre tract, the Southwest corner of said Anderson to Gibson tract, recorded in Volume 1015, Page 873 of said Deed Records, and continuing with the West line of said Anderson to Gibson tract, passing its Northwest corner, the most westerly corner of said 1,506.45 square foot tract, and continuing for a total distance of 560.57 feet to the place of beginning and containing 5.341 acres of land.

TRACT 2

Situated in the City of Sherman, County of Grayson, State of Texas, being a part of Lot No. Twenty-four (24) of the J. D. Shannon Division of the J. D. McAnair Survey, Abstract No. 763, being a part of the property conveyed in Deed from Ida Orr to James H. Acklin, dated March 7, 1966, recorded in Volume 1049, Page 313, Deed Records, Grayson County, Texas and being more particularly described as follows, to-wit:

BEGINNING at a railroad spike in the North line of Frisco Road, said spike maintaining the Southern most Southwest corner of a 5.341 acre tract of land described in deed dated April 3, 1905, from H. R. Gibson, Sr., et ux, to Ack-Ack Distributing Co., Inc., recorded in Volume 1743, Page 149, of said Deed Records;

EXHIBIT A

THENCE South 75 deg. 13 min. 00 sec. West, with the North line of said Frisco Road, a distance of 86.30 feet to a chiseled "X" in the center of a concrete driveway entrance;

THENCE North 14 deg. 47 min. 00 sec. West, a distance of 35.43 feet to a railroad spike;

THENCE North 40 deg. 35 min. 00 sec. West, a distance of 155.08 feet to a railroad spike in the southeasterly right-of-way line of Texoma Parkway (formerly U.S. Highway No. 75);

THENCE North 41 deg. 25 min. 00 sec. East, with the southeasterly right-of-way line of said Texoma Parkway, a distance of 145.36 feet to a 1/2 inch steel rod, said rod maintaining the Northern most Southwest corner of said 5.341 acre tract;

THENCE South 26 deg. 46 min. 37 sec. East, with a West line of said 5.341 acre tract, a distance of 251.31 feet to the place of beginning and containing 0.517 acres of land.



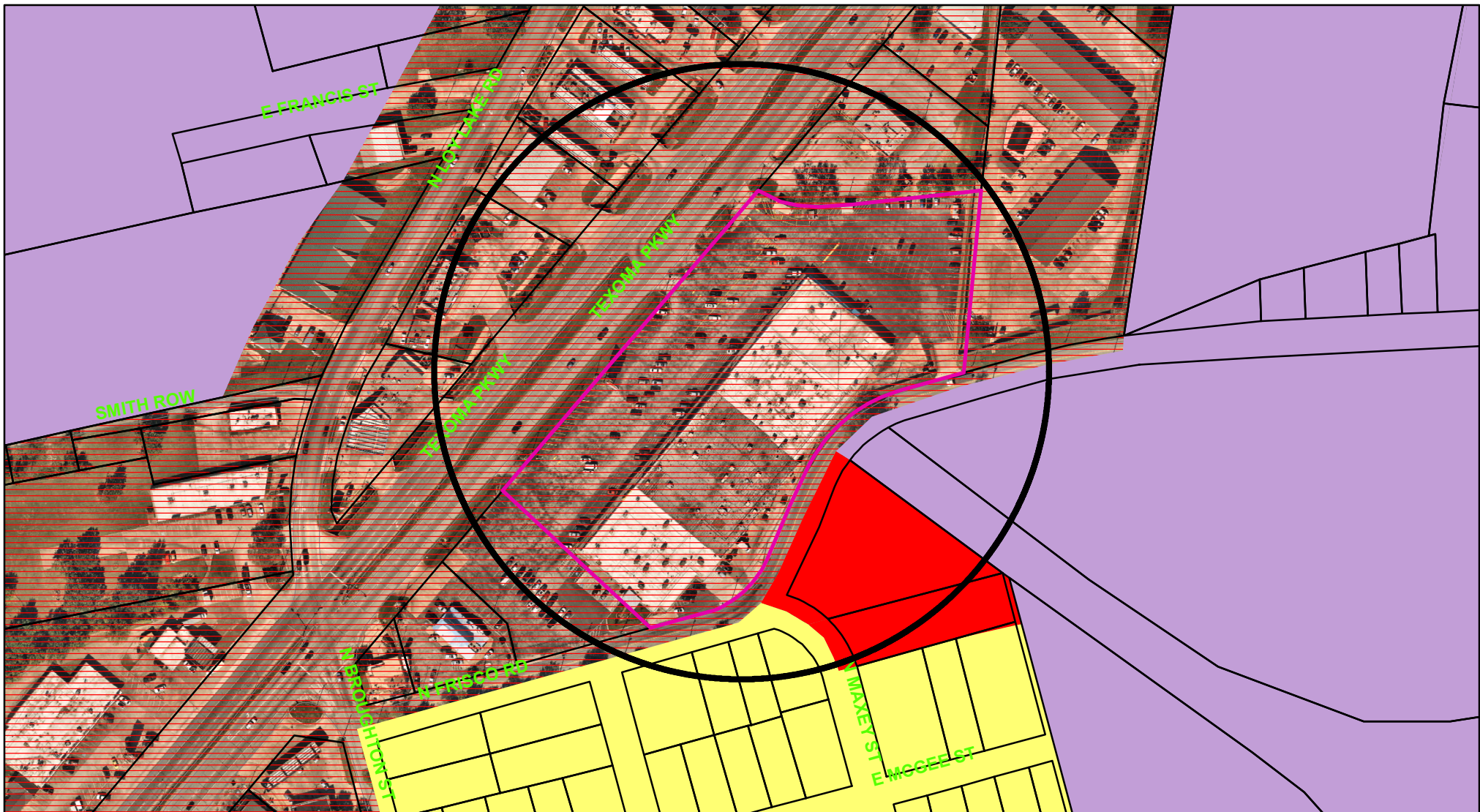
City of Sherman, Texas
Development Services Department

1729 Texoma Parkway



NOT TO SCALE

1 in = 200 ft



Zoning - 1729 Texoma Parkway

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

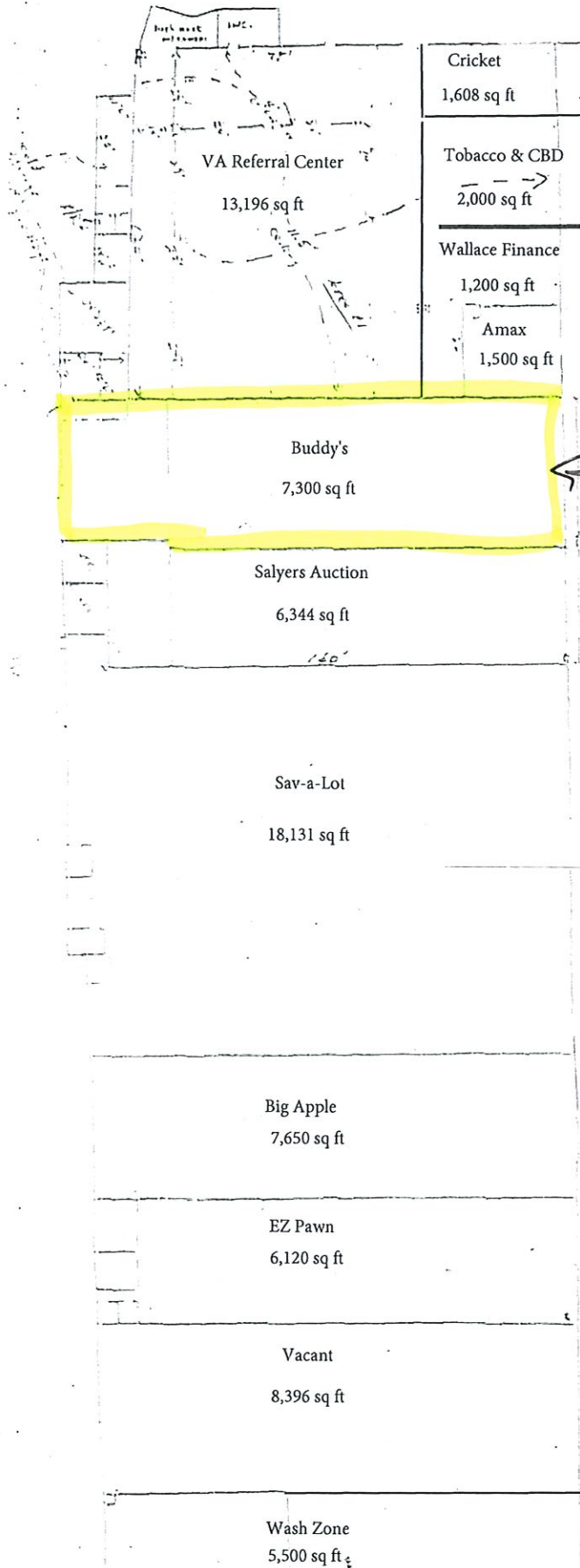


City of Sherman, Texas
Development Services Department



1 in = 200 ft

Exhibit A - Floor Plan



← Subject

Skyway Village Shopping Center





STAFF REVIEW LETTER

February 15, 2022

Eisenhower Texoma Ltd.
John Munson
2402 W. Morton
Denison, TX 75090

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 commercial amusement center (bingo hall) in a C-2 (General Commercial) District located at 1729 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, February 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 and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.7; Sec. 7(14) 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. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
5. The property must be properly maintained in a state of good repair and neat appearance.
6. 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.
7. 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)*)
8. 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.
9. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

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
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. 19.

Meeting Date: 02/22/2022

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:

1729 TEXOMAPARKWAY

The request of Eisenhower Texoma Ltd. (Owner) and John Munson (Representative) concerning the property at 1729 Texoma Parkway, being 5.341 acres in the J.B. McAnair Survey, Abstract No. 763, 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 commercial amusement center (bingo hall) in a C-2 (General Commercial) District.

Background:

The property is located at 1729 Texoma Parkway between Broughton Street and Grand Avenue. The property is zoned a C-2 (General Commercial) District. The owner is requesting a Specific Use Permit to allow a commercial amusement center (bingo hall).

Adjacent Zoning:

C-2 (General Commercial) District

C-1 (Retail Business) District

R-1 (One Family Residential) District

Origination:

Eisenhower Texoma Ltd. (Owner)

John Munson (Representative)

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:

20

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Elevations

Floor Plan

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 4.

Meeting Date: 03/21/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6462

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Self-Storage Facility in an 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

Issue:

To consider Granting a Specific Use Permit to allow a to Allow a Self-Storage Facility in an 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)

Background:

The property is located at 2450 North Travis Street, the southwest corner of West Lamberth Road and North Travis Street and is zoned a C-1 (Retail Business) District. The owner is requesting a Specific Use Permit for Five Star Storage, a self-storage facility.

Origination:

Shawn MacDonald (Owner)
Richard Straub (Representative)
BACA Architecture (Architect)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 22, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6462

Exhibit A - Survey

Exhibit A - Field Notes

Location Map

Zoning Map

Zoning Sign Photo

Narrative

Site Plan

Site Plan

Building Elevations

Staff Review Letter

P&Z Communication

ORDINANCE NO. 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. 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; 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, Shawn MacDonald (Owner), Richard Straub (Representative), BACA Architecture (Architect) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property at 2450 North Travis Street, being 3.03 acres in the J.B. McAnair Survey Abstract No.763 are granted a Specific Use Permit to allow a Self Storage Facility in a C-1 (Retail Business) District and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include property described as **Exhibit A – Survey**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (Retail Business) District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree

and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.6; Sec. 7(14), Sec. 7(13) and Sec. 17*).

2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
4. Parking shall be provided for one space per 1,000 square foot; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Sec.8 (5)(a); Sec.7(10)(b)*).
5. Any structures built over any of the easements on the property will require approval from the City Council for an encroachment easement.
6. The maximum height of the building shall not exceed 45'. (*Chapter 14, Exhibit A, Sec. 6.6*)
7. The trash dumpster will need to be located inside the main building area.
8. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
9. Outside storage is not allowed.
10. A mutual access easement will need to be filed at the Grayson County Courthouse before a building permit will be issued.
11. The property must be properly maintained in a state of good repair and neat appearance.
12. The approval of the site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.
13. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

14. Platting of the property is required. *Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004*
15. Verify requirements in reference to existing oil wells and pumping jacks.
16. Verify fire requirements and code compliance with Fire Marshal. *Code of Ordinances Chapter 3.02(c)*
17. 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*

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 21st day of March, 2022.

ADOPTED on this the 21st day of March, 2022.

EFFECTIVE DATE on this the 21st day of March, 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

J.B. McAnair Survey
Abstract No. 763
City of Sherman, Texas

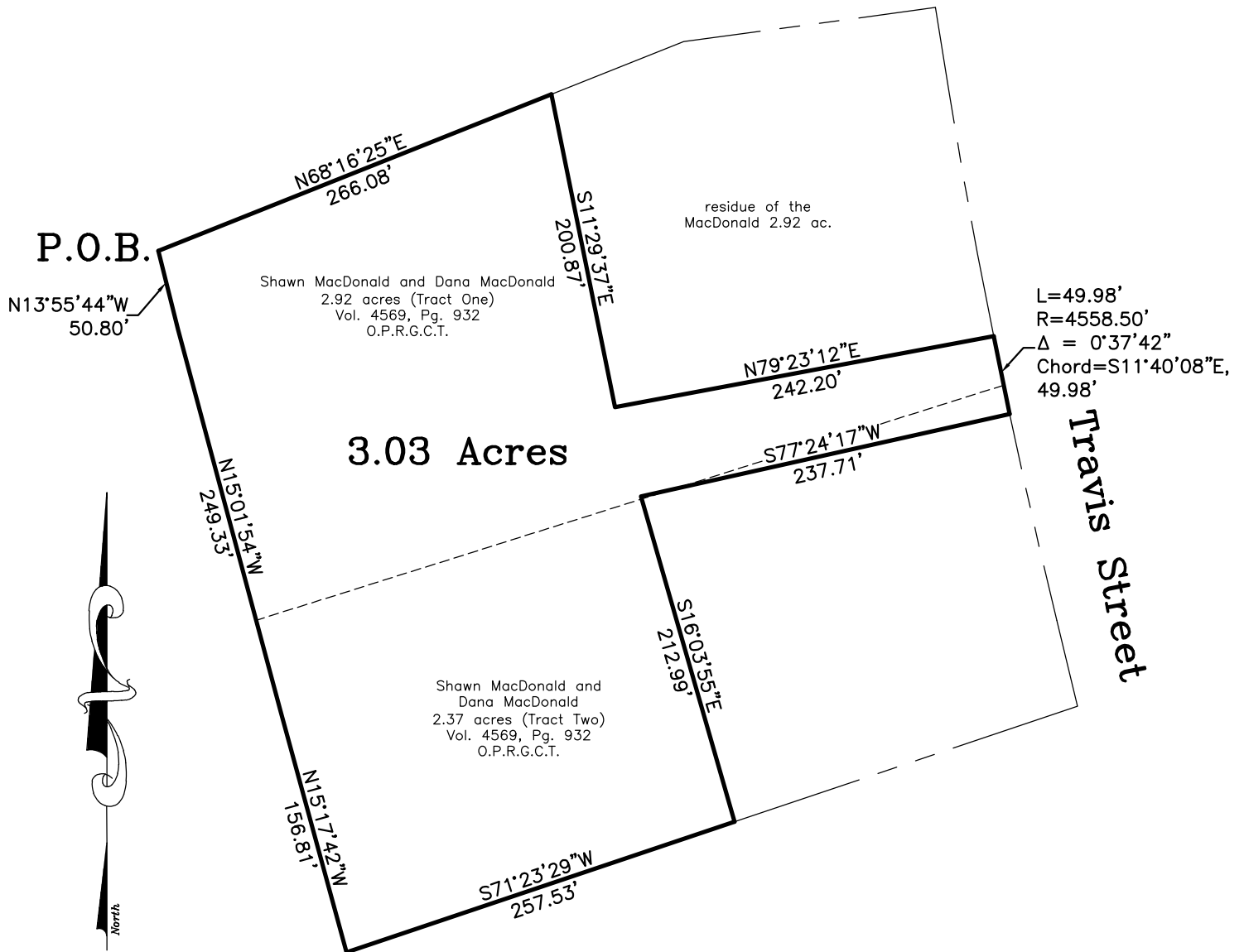


Exhibit A - Field Notes

SITUATED in the City of Sherman, State of Texas, being a part of the J.B. McAnair Survey, Abstract No. 763, being a part of the 2.92 acre tract of land (Tract One) and the 2.37 acre tract of land (Tract Two) both conveyed by Warranty Deed from Sherman Medical, P.A. to Shawn MacDonald and Dana MacDonald on December 12, 2008 and recorded in Volume 4569, Page 932, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a point at the Northwest corner of both said MacDonald 2.92 ac. and the herein described tract;

THENCE North 68 deg. 16 min. 25 sec. East, with the North line of said MacDonald 2.92 ac., a distance of 266.08 ft. to a point at the most Northern Northeast corner of the herein described tract;

THENCE South 11 deg. 29 min. 37 sec. East, over and across said MacDonald 2.92 ac., a distance of 200.87 ft. to a point at an Ell corner of the herein described tract;

THENCE North 79 deg. 23 min. 12 sec. East, continuing over and across said MacDonald 2.92 ac., a distance of 242.20 ft. to a point in the West line of Travis Street and the East line of said MacDonald 2.92 ac., at the most Eastern Northeast corner of the herein described tract;

THENCE Southeasterly, along the West right-of-way line of said Travis Street and the East lines of both said MacDonald 2.92 ac. and 2.37 ac., with a curve to the left, having a radius of 4,558.50 ft., a central angle of 0 deg. 37 min. 42 sec. (chord bears: South 11 deg. 40 min. 08 sec. East, 49.98 ft.) and an arc length of 49.98 ft. to a point at the most Eastern Southeast corner of the herein described tract;

THENCE South 77 deg. 24 min. 17 sec. West, over and across both said MacDonald 2.37 ac. and 2.92 ac., a distance of 237.71 ft. to a point at an Ell corner of the herein described tract;

THENCE South 16 deg. 03 min. 55 sec. East, continuing over and across both said MacDonald 2.37 ac. and 2.92 ac., a distance of 212.99 ft. to a point in the South line of said MacDonald 2.37 ac., at the most Southern Southeast corner of the herein described tract;

THENCE South 71 deg. 23 min. 29 sec. West, with the South line of said MacDonald 2.37 ac., a distance of 257.53 ft. to a point at the Southwest corner of both said MacDonald 2.37 ac. and the herein described tract;

THENCE Northwesterly, with the West line of both said MacDonald 2.37 ac. and 2.92 ac., the following calls and distances:

1. North 51 deg. 17 min. 42 sec. West, a distance of 156.81 ft. to an angle point;
2. North 15 deg. 01 min. 54 sec. West, a distance of 249.33 ft. to an angle point;
3. North 13 deg. 55 min. 44 sec. West, a distance of 50.80 ft. to the **PLACE OF BEGINNING** and containing **3.03 ACRES** of land.



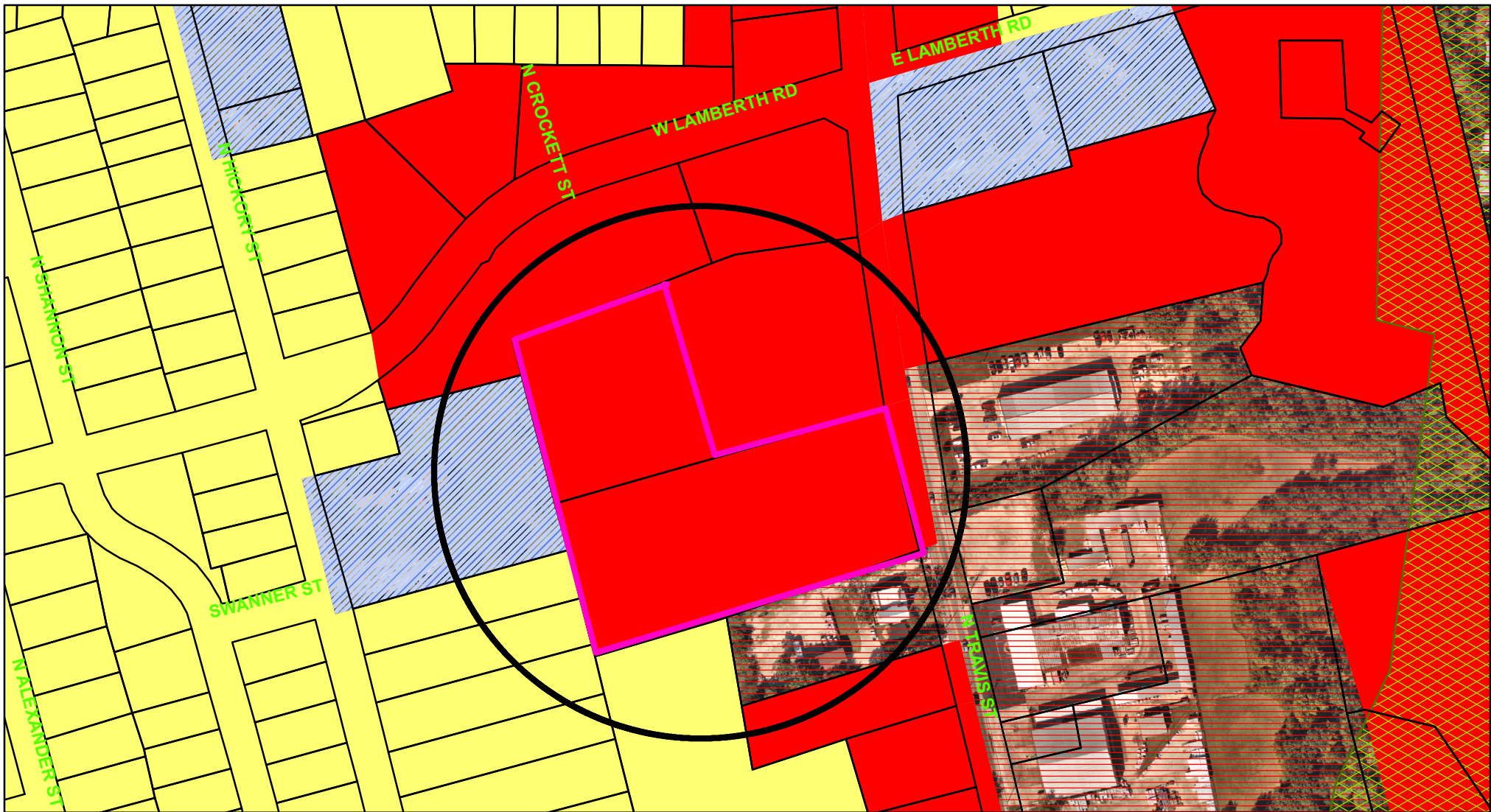
City of Sherman, Texas
Development Services Department

2450 North Travis Street



NOT TO SCALE

1 in = 200 ft



Zoning - 2450 North Travis 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

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department



NOT TO SCALE

1 in = 200 ft

2450 North Travis Street



Feb 2, 2022 at 9:59 AM

24 January 2022

Rob Rae, AICP; Director of Development Services
City of Sherman
220 West Mulberry Street
Sherman, Texas 75090

RE: Five Star Storage Expansion SUP Request

Dear Mr. Rae,

The attached documents and Zoning application are for seeking a Special Use Permit for the property shown in the drawings, in the 2400 block of North Travis Street.

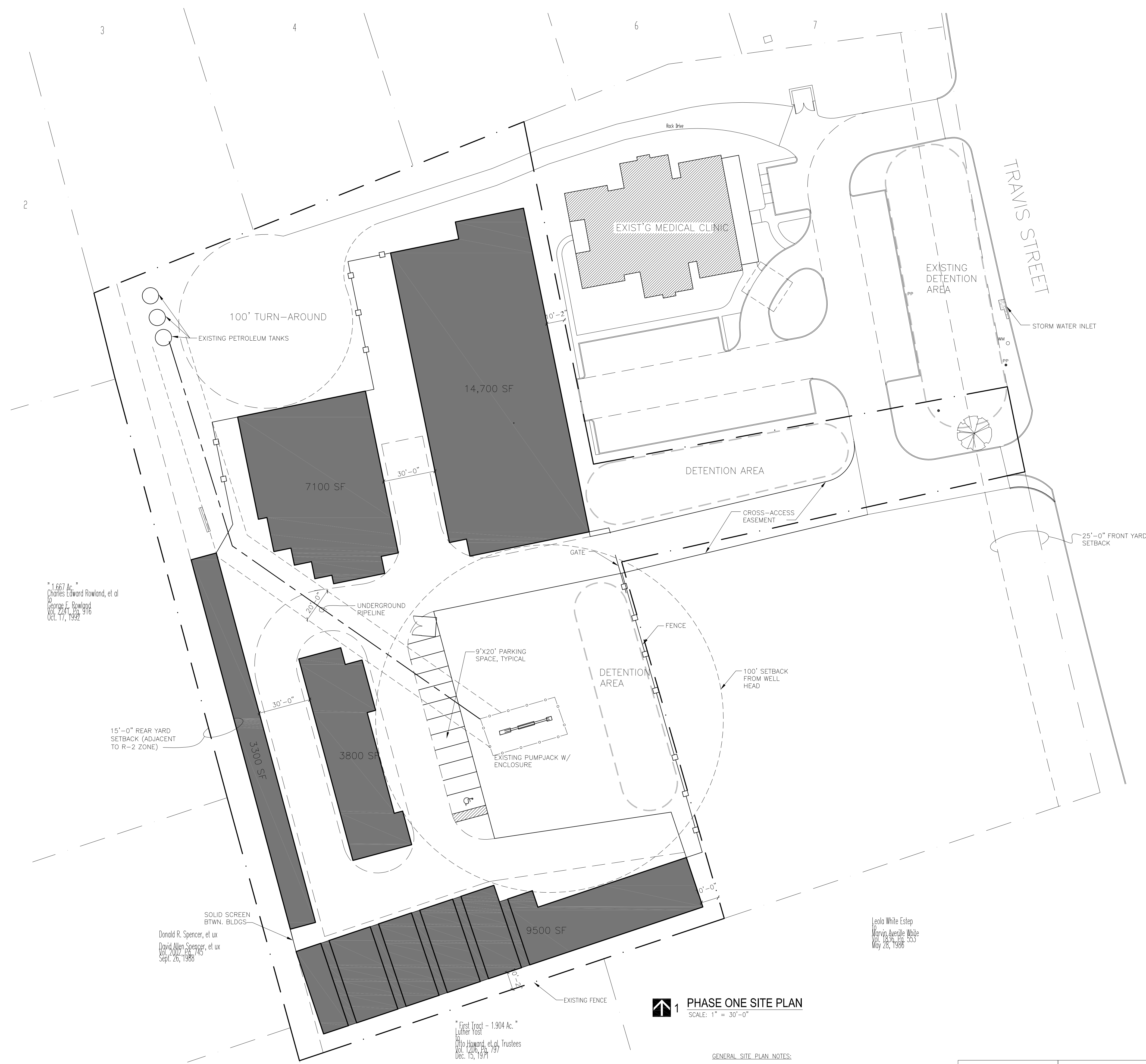
The Special Use Permit is being sought to allow a self-storage facility on this site. It is an expansion of the current facility that is on the east side of this site, at 2511 North Travis. It will be storage only, with no office – the current office across the street will facilitate tenants for this portion of the facility.

Please do not hesitate to contact me with any questions or clarifications.

Sincerely,



David Baca AIA, Architect + Principal



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

- GENERAL SITE PLAN NOTES:
- SITE SURVEY PREPARED BY SARTIN & ASSOCIATES SURVEYING, INC., (NOW HELVEY & WAGNER, 222 WEST MAIN STREET, DENISON, TEXAS 75020 (903.463.6191)).
 - PROVIDE FIRE LANE STRIPING IN ACCORDANCE WITH THE CITY OF SHERMAN'S REGULATIONS. FIRE LANE SHOWN SHADED.
 - LANDSCAPING SHALL BE INSTALLED IN COMPLIANCE WITH THE CITY OF SHERMAN LANDSCAPING STANDARDS.
 - SCREENING REQUIREMENTS BETWEEN COMMERCIAL AND RESIDENTIAL ARE MET USING THE PERIMETER BUILDINGS AS THE SCREEN, AND PROVIDING A SOLID SCREEN BETWEEN BUILDINGS.
 - ALL RADII NOT DIMENSIONED ARE 3'-0", TYPICAL.

SITE PLAN STATISTICS:	
ZONING:	C-1, GENERAL COMMERCIAL
GROSS AREA:	3.03 ACRES (132,276 S.F.)
BUILDING AREA:	38,400 S.F.
IMPERVIOUS AREA:	29,021 S.F.
LANDSCAPED AREA:	N/A
PARKING REQUIRED: 1 SPACE/5000 S.F.=	8 SPACES (1 H.C. SPACE)
PARKING PROVIDED:	11 SPACES (1 H.C. SPACE)

phase one site plan

BACA

100 NORTH TRAVIS STREET
SUITE NO.500
SHERMAN, TEXAS 75090
903.893.5800
www.BACA.team

SCHEMATIC
DESIGN
REVIEW
NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

REVISIONS	NO.	DESCRIPTION	DATE

Five Star Storage Expansion
A Phased Master Site Plan

2500 Block of North Travis Street, Sherman, Texas 75092

PROJECT NUMBER
2203
DATE
02.08.22
SHEET NUMBER
CP-1.1



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

- GENERAL SITE PLAN NOTES:
- SITE SURVEY PREPARED BY SARTIN & ASSOCIATES SURVEYING, INC., (NOW HELVEY & WAGNER, 222 WEST MAIN STREET, DENISON, TEXAS 75020 (903.463.6191)).
 - PROVIDE FIRE LANE STRIPING IN ACCORDANCE WITH THE CITY OF SHERMAN'S REGULATIONS. FIRE LANE SHOWN SHADED.
 - LANDSCAPING SHALL BE INSTALLED IN COMPLIANCE WITH THE CITY OF SHERMAN LANDSCAPING STANDARDS.
 - SCREENING REQUIREMENTS BETWEEN COMMERCIAL AND RESIDENTIAL ARE MET USING THE PERIMETER BUILDINGS AS THE SCREEN, AND PROVIDING A SOLID SCREEN BETWEEN BUILDINGS.
 - ALL RADII NOT DIMENSIONED ARE 3'-0", TYPICAL.

SITE PLAN STATISTICS:	
ZONING:	C-1, GENERAL COMMERCIAL
GROSS AREA:	3.03 ACRES (132,276 S.F.)
BUILDING AREA:	52,900 S.F.
IMPERVIOUS AREA:	29,021 S.F.
LANDSCAPED AREA:	N/A
PARKING REQUIRED: 1 SPACE/5000 S.F.=	11 SPACES (1 H.C. SPACE)
PARKING PROVIDED:	11 SPACES (1 H.C. SPACE)

master site plan

BACA

100 NORTH TRAVIS STREET
SUITE NO.500
SHERMAN, TEXAS 75090
903.893.5800
www.BACA.team

SCHEMATIC
DESIGN
REVIEW
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APPROVAL, PERMITTING, OR
CONSTRUCTION

REVISIONS		NO.	DESCRIPTION	DATE

Five Star Storage Expansion
A Phased Master Site Plan

2500 Block of North Travis Street, Sherman, Texas 75092

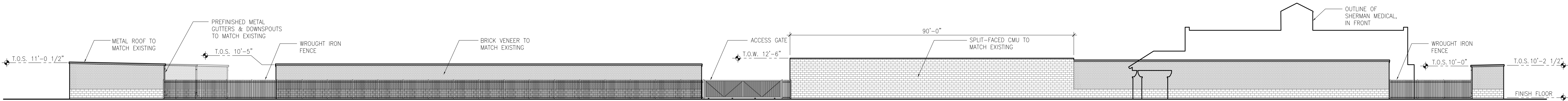
PROJECT NUMBER
2203

DATE
01.27.22

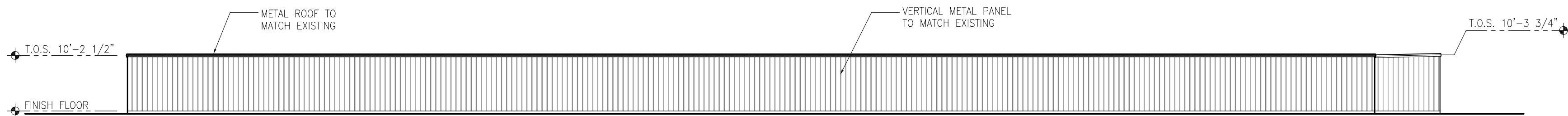
SHEET NUMBER
CP-1

REVISIONS	DATE				
	DESCRIPTION				
	NO.				

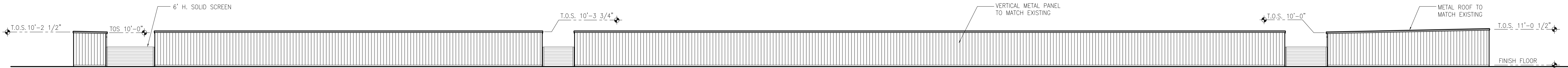
exterior elevations



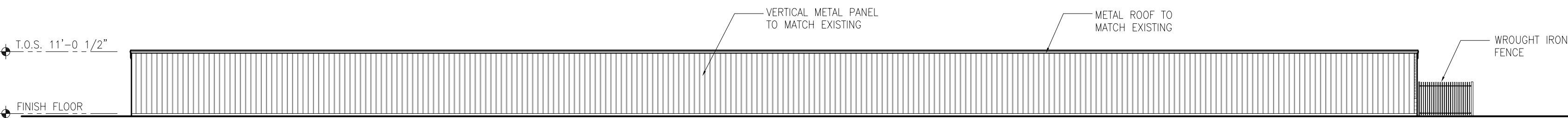
1 EAST ELEVATION (TRAVIS STREET)
SCALE: 1/16" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/16" = 1'-0"



3 WEST ELEVATION
SCALE: 1/16" = 1'-0"



4 SOUTH ELEVATION
SCALE: 1/16" = 1'-0"

STAFF REVIEW LETTER

February 15, 2022

Shawn MacDonald
2500 N. Travis St.
Sherman, TX 75092

BACA Architecture
100 N. Travis St. Ste. 500
Sherman, TX 75090

Richard Straaub
202 W. College St. Ste. 201
Fallbrook, CA 92028

Helvey-Wagner Surveying, Inc.
222 W. Main St.
Denison, TX 75020

Dear Applicants,

The request for Specific Use Permit and site plan approval for Five Star Storage under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Self-Storage Facility in an C-1 (Retail Business) District located at 2450 North Travis Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, February 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-1 (Retail Business) District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.6; Sec. 7(14), Sec. 7(13) and Sec. 17*).
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
4. Parking shall be provided for one space per 1,000 square foot; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Sec.8 (5)(a); Sec.7(10)(b)*).
5. Any structures built over any of the easements on the property will require approval from the City Council for an encroachment easement.
6. The maximum height of the building shall not exceed 45'. (*Chapter 14, Exhibit A, Sec. 6.6*)
7. The trash dumpster will need to be located inside the main building area.
8. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
9. Outside storage is not allowed.
10. A mutual access easement will need to be filed at the Grayson County Courthouse before a building permit will be issued.
11. The property must be properly maintained in a state of good repair and neat appearance.
12. The approval of the site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.

13. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

14. Platting of the property is required. *Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004*
15. Verify requirements in reference to existing oil wells and pumping jacks.
16. Verify fire requirements and code compliance with Fire Marshal. *Code of Ordinances Chapter 3.02(c)*
17. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*

It is the policy of 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
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. 25.

Meeting Date: 02/22/2022

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:

2450 NORTH TRAVIS STREET

The request of Shawn MacDonald (Owner), Richard Straub (Representative), BACA Architecture (Architect) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property at 2450 North Travis Street, being 3.03 acres in the J.B. McAnair Survey Abstract No.763, as follows:

Planning and Zoning Commission

Specific Use Permit and site plan approval for Five Star Storage under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Self-Storage Facility in an C-1 (Retail Business) District.

Background:

The property is located at 2450 North Travis Street, the southwest corner of West Lamberth Road and North Travis Street and is zoned a C-1 (Retail Business) District. The owner is requesting a Specific Use Permit and site plan approval for Five Star Storage, a self-storage facility.

Adjacent Zoning:

R-1 (One-Family Residential) District

R-2 (Multi-Family Residential) District

C-1 (Retail Business) District

C-2 (General Commercial) District

Origination:

Shawn MacDonald (Owner)

Richard Straub (Representative)

BACA Architecture (Architect)

Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

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

Estate – Estate is a large lot residential use (1-5 acres) with open space and a rural street network (ditches and no sidewalk). These homes are unlikely to have access to full service public utilities, especially sewer service.

Number of notices mailed:

16

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Survey

Site Plan Phase 1

Site Plan Phase 1-2

Elevations

Narrative

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 5.

Meeting Date: 03/21/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6463

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 15ft. 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 for a Penalty not to Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date; Finding And Determining That The Meeting At Which This Ordinance Is Passed Was Noticed And Is Open To The Public As Required By Law

Issue:

To consider the request of Laurel Acres, LTD (Owner), Jonathan Hallford, Destiny's Heating and Air (Tenant), Jerry Montgomery (Surveyor) concerning the property at 1410 West Houston Street, being Lot 1, Block 3 of the Replat of Lots 1, 2, 3, 4 and the north 15ft. of Lot 5, Block 3 of Elliott's Gray's Hill Addition for a zone change 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 1410 West Houston Street between South Tolbert and South Holly Avenues. The owner is requesting a zone change from a C-1 (Retail Business) District to a C-2 (General Commercial) District for an HVAC (heating, ventilation, and air conditioning) contractors office with no outside storage.

Origination:

Laurel Acres, LTD (Owner)
Jonathan Hallford, Destiny's Heating and Air (Tenant)
Jerry Montgomery (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 22, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 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. 6463

Exhibit A

Location Map

Zoning Map

Zoning Sign Photo

Survey

Replat

Site Plan

Photos

Staff Review Letter

P&Z Communication

ORDINANCE NO. 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 15FT. 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; 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 1410 West Houston Street, 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 21st day of March, 2022.

ADOPTED on this the 21st day of March, 2022.

EFFECTIVE DATE on this the 21st day of March, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

A hand-drawn site plan showing a property layout. The plan includes an alley labeled "ALLEY 10'" and a building footprint labeled "25' Bldg. Line". The property boundaries are marked with dimensions: 70.00, 120.00, and 70.00. A north arrow is present, pointing towards the top left, with the word "NORTH" written below it. A scale is indicated as "Scale: 1" = 20'". Other labels include "Houston" (likely a street name), "Pipe End", "Steel End", and a circled number "3". The plan also shows a "10' Bldg. Line" and a "6.00" dimension. A handwritten note on the right side reads "CLIFF 2nd Floor Office".

JERRY P. MONTGOMERY
REGISTERED PROFESSIONAL LAND SURVEYOR

2910 W. CRAWFORD
DENISON, TEXAS 75020

[illegible]

I, Jerry P. Montgomery, Registered Professional Land Surveyor, hereby certify that the above plat was prepared from a survey made on the ground on the 30 th day of April, 1993 of the following described property:

Lot No. One (1) in Block No. Three (3) of the Replat of Lots 1, 2, 3, 4 and the North 15 ft. of Lot No. 5, in Block No. Three (3) of Elliott's Gray's Hill Addition to the City of Sherman, Texas as shown by plat of record in Volume 8, Page 49, Plat Records, Grayson County, Texas.



1410 W. Houston St.



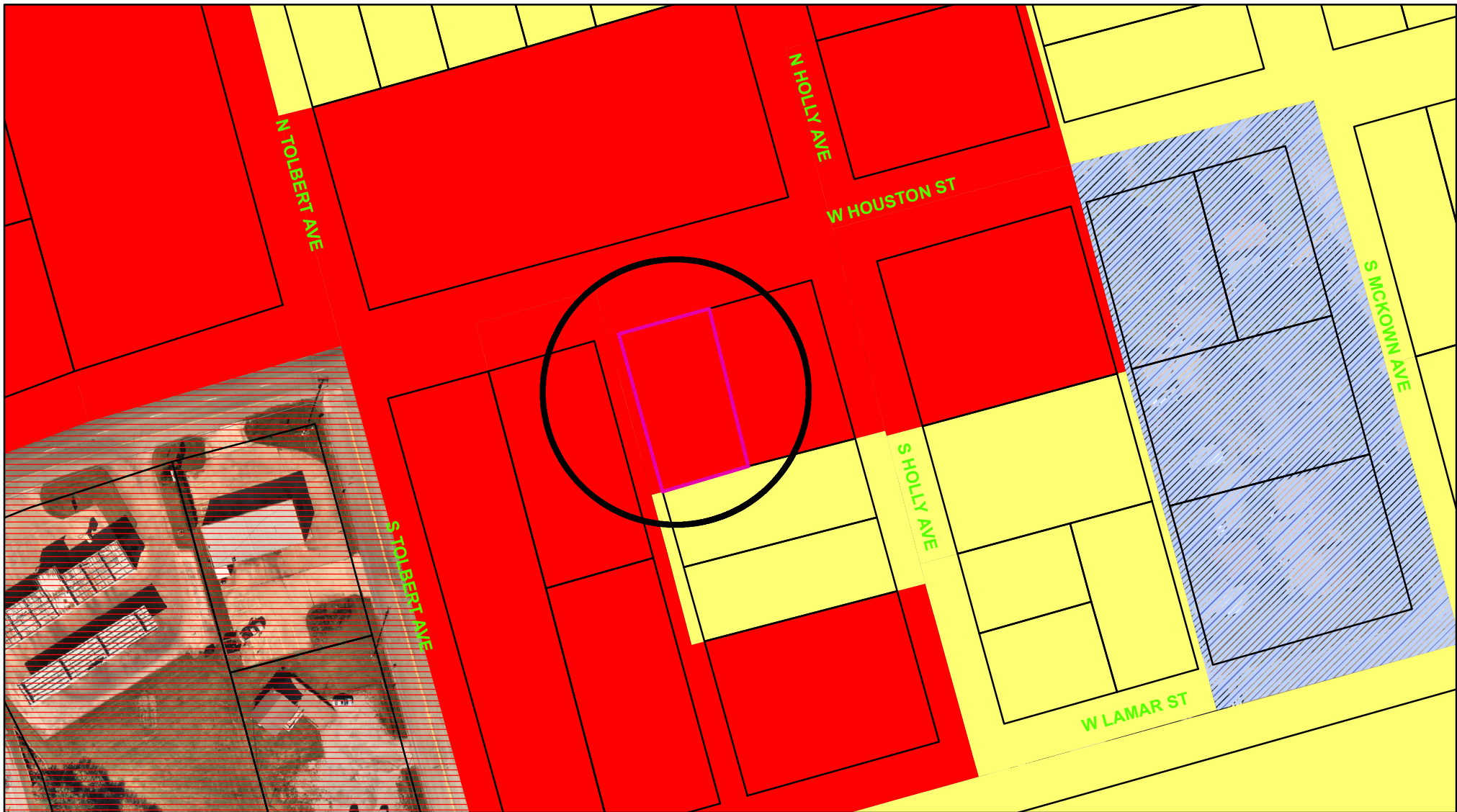
City of Sherman, Texas
Development Services Department

1410 West Houston Street



NOT TO SCALE

1 in = 150 ft



Zoning - 1410 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

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

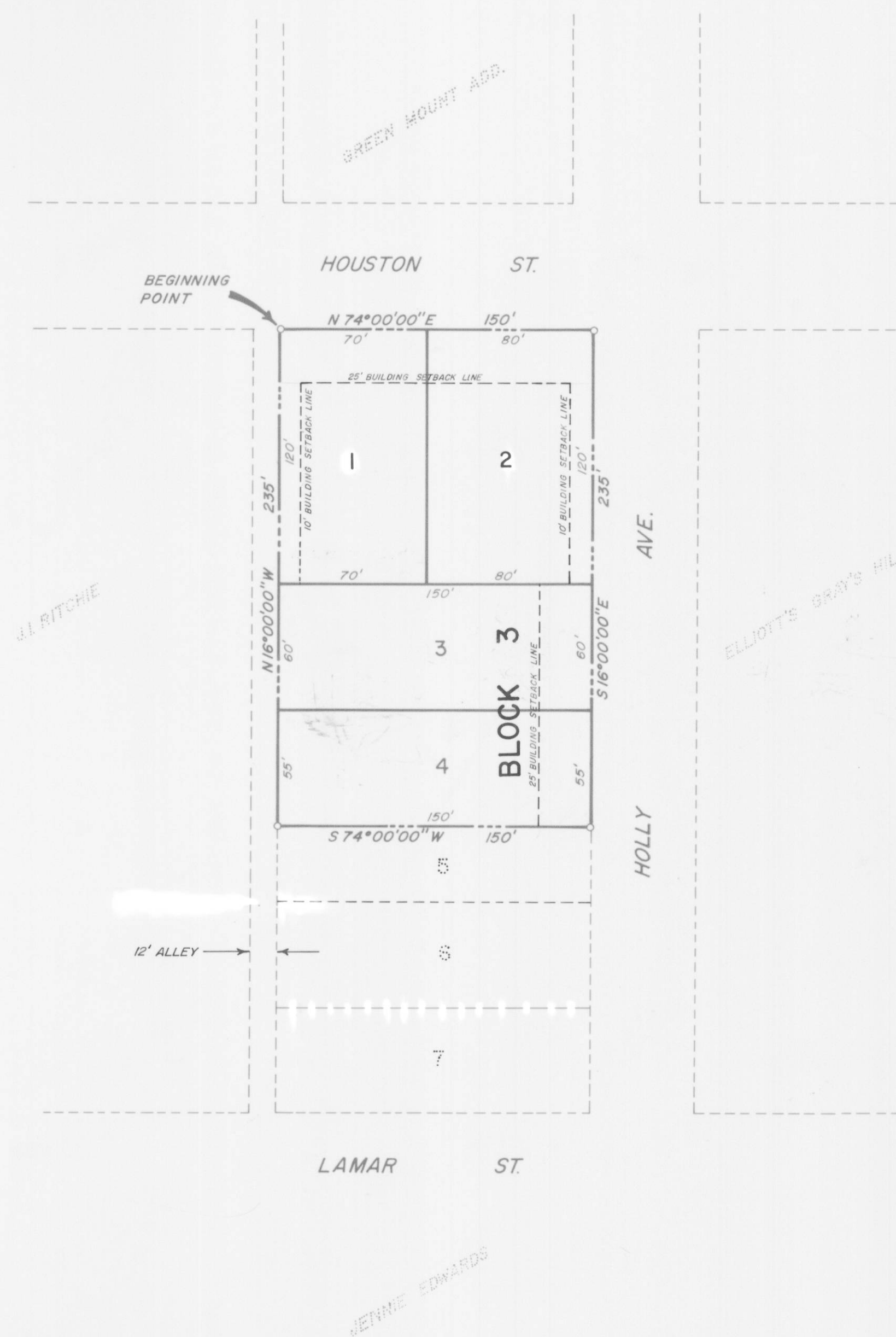


NOT TO SCALE

1 in = 100 ft

1410 WEST HOUSTON STREET





**REPLAT OF LOTS 1, 2, 3, 4 & NORTH 15' OF LOT 5; BLOCK 3
ELLIOTT'S GRAY'S HILL ADDITION**

0.8092 ACRES

LEGAL DESCRIPTION

A TRACT OR PARCEL OF LAND SITUATED IN THE COUNTY OF GRAYSON, STATE OF TEXAS, BEING OUT OF THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763, AND ALSO BEING A PART OF BLOCK 3 OF ELLIOTT'S GRAY'S HILL ADDITION TO THE CITY OF SHERMAN, TEXAS AS RECORDED IN VOLUME 120, PAGE 78, DEED RECORDS, GRAYSON COUNTY, TEXAS

BEGINNING AT A 1 INCH STEEL ROD SET AT THE NORTHWEST CORNER OF LOT NO. 1 OF BLOCK NO. 3 OF ELLIOTT'S GRAY'S HILL ADDITION TO THE CITY OF SHERMAN, TEXAS;

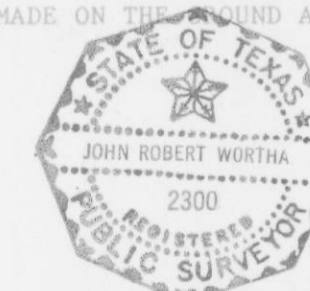
THENCE NORTH 74 DEG. 00 MIN. 00 SEC. EAST WITH THE NORTH LINE OF ELLIOTT'S GRAY'S HILL ADDITION AND THE SOUTH RIGHT-OF-WAY LINE OF HOUSTON STREET A DISTANCE OF 150.00 FEET TO A 1 INCH STEEL ROD SET FOR A CORNER;

THENCE SOUTH 16 DEG. 00 MIN. 00 SEC. EAST WITH THE EAST LINE OF BLOCK NO. 3 OF SAID ADDITION AND THE WEST RIGHT-OF-WAY LINE OF HOLLY STREET A DISTANCE OF 235.00 FEET TO A 1 INCH STEEL ROD SET FOR A CORNER;

THENCE SOUTH 74 DEG. 00 MIN. 00 SEC. WEST A DISTANCE OF 150 FEET TO A 1 INCH STEEL ROD SET FOR A CORNER ON THE WEST LINE OF BLOCK NO. 3 OF SAID ADDITION;

THENCE NORTH 16 DEG. 00 MIN. 00 SEC. WEST WITH THE WEST LINE OF BLOCK NO. 3 OF SAID ADDITION 235.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.8092 ACRES OF LAND.

I, JOHN WORTHAM, REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE REPLAT OR MAP WAS PREPARED FROM A SURVEY MADE ON THE GROUND AND THE BEARINGS, DISTANCES, AREAS, AND MONUMENTS ARE AS SHOWN ON SAID PLAT.



John Wortham
JOHN WORTHAM, RPS

OWNERS AND DEVELOPERS

I, THE UNDERSIGNED HEREBY DEDICATE TO PUBLIC USE ALL STREETS AND EASEMENTS SHOWN ON THE ABOVE REPLAT OF LOT 1, 2, 3, 4, AND PART OF 5 OF BLOCK 3 OF THE ELLIOTT'S GRAY'S HILL ADDITION TO THE CITY OF SHERMAN, TEXAS.

Robert M. Clift, Jr.
ROBERT M. CLIFT, JR.

THE STATE OF TEXAS

COUNTY OF GRAYSON

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS DATE PERSONALLY APPEARED ROBERT M. CLIFT, JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20th DAY OF November, 1985.



John R. Wortham
NOTARY PUBLIC, GRAYSON COUNTY, TEXAS

APPROVED THIS 26th DAY OF December, 1985, BY THE PLANNING AND ZONING BOARD OF THE CITY OF SHERMAN, TEXAS.
Ellis L. Johnson CHAIRMAN
Terry Colson SECRETARY

ACCEPTED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS ON THIS 19th DAY OF December, 1985.

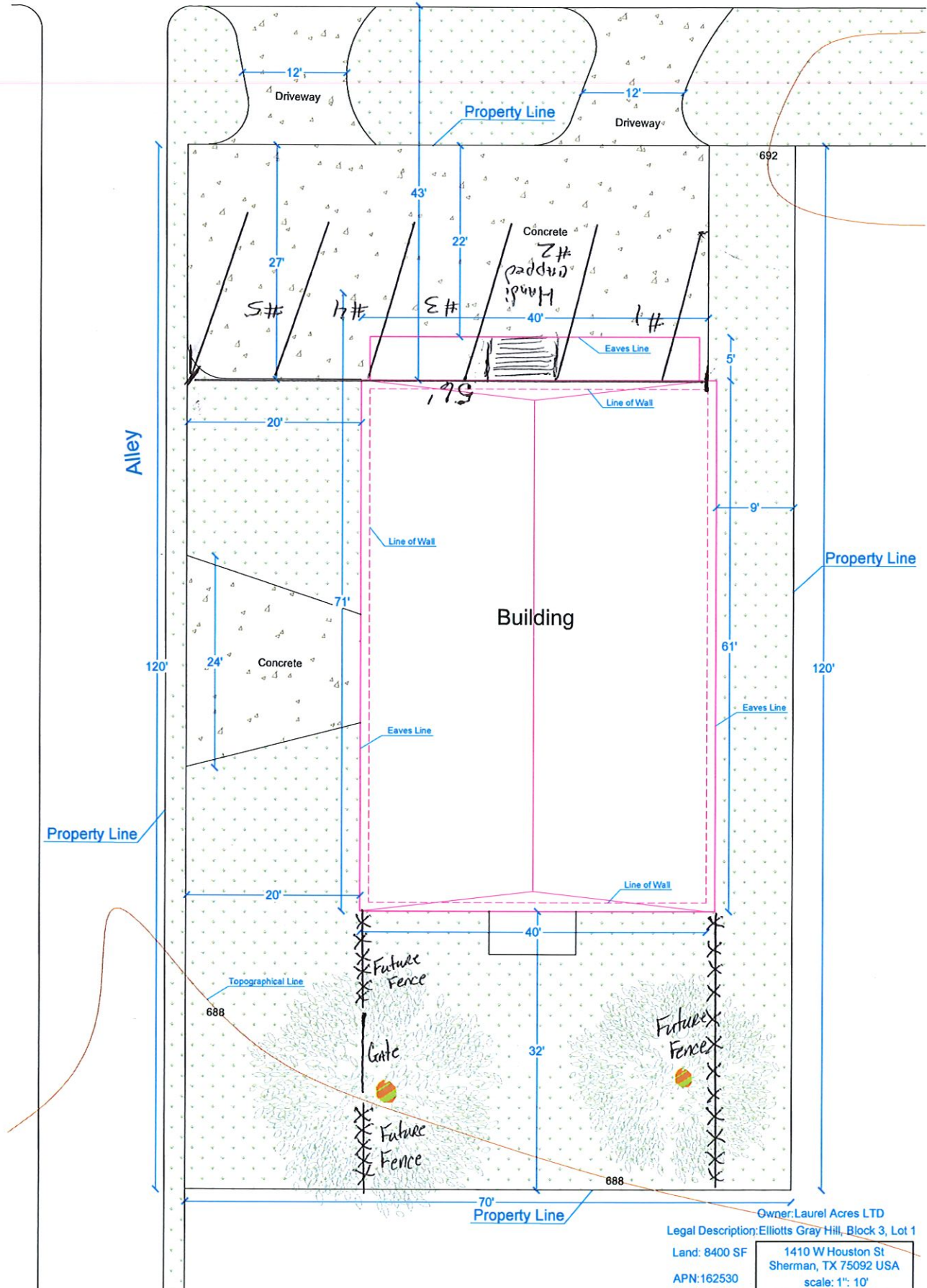
Shawn Street
MAYOR OF THE CITY OF SHERMAN, TEXAS

THE UNDERSIGNED, THE CITY CLERK OF THE CITY OF SHERMAN, TEXAS, HEREBY CERTIFIES THAT THE FOREGOING REPLAT OF LOT 1, 2, 3, 4, AND PART OF 5 OF BLOCK 3 OF THE ELLIOTT'S GRAY'S HILL ADDITION TO THE CITY OF SHERMAN, TEXAS WAS SUBMITTED TO THE CITY COUNCIL ON THE 19th DAY OF December, 1985, AND THE CITY COUNCIL BY FORMAL ACTION THEN AND THERE ACCEPTED THE DEDICATION OF STREETS AND EASEMENTS AS SHOWN OR SET FORTH ON SAID PLAT, AND SAID CITY COUNCIL FURTHER AUTHORIZED THE MAYOR TO NOTE THE ACCEPTANCE THEREOF BY SIGNING HIS NAME AS HEREIN DESCRIBED.

Helen J. Friend
CITY CLERK OF THE CITY OF SHERMAN, TEXAS



024446
FILED FOR RECORD
December 29, 1985
Recorded in Volume 8, Page 49
Plat...Records Grayson County
PAT NORMAN
County Clerk, Grayson Co., Texas
Pat Norman
Deputy



Owner: Laurel Acres LTD
 Legal Description: Elliotts Gray Hill, Block 3, Lot 1
 Land: 8400 SF
 1410 W Houston St
 Sherman, TX 75092 USA
 APN: 162530
 scale: 1" = 10'







STAFF REVIEW LETTER

February 15, 2022

Laurel Acres, LTD
225 North Crockett
Sherman, TX 75090

Jerry P Montgomery
2910 W. Crawford
Denison, TX 75020

Destiny's Heat and Air
Jonathon Hallford
115 S. Travis Street, Suite 302
Sherman, TX 75090

Dear Applicants,

The request for zone change approval under Ordinance No. 2280, Section 12, from a C-1 (Retail Business) District to a C-2 (General Commercial) District located at 1410 West Houston Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, February 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. Shall comply with all EPA, City, Federal and State regulations for this use.
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. 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)*)
8. Replatting of the property is required.
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:

12. Proposed parking does not allow for adequate ingress and egress.
13. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*

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. 7.

Meeting Date: 02/22/2022

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:

1410 WEST HOUSTON STREET

The request of Laurel Acres, LTD (Owner), Jonathan Hallford, Destiny's Heating and Air (Tenant) and Jerry Montgomery (Surveyor) concerning the property at 1410 West Houston Street, being Lot 1, Block 3 of the Replat of Lots 1, 2, 3, 4 and the north 15ft. of Lot 5, Block 3 of Elliott's Gray's Hill Addition; as follows;

Planning and Zoning Commission

Zone change 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 1410 West Houston Street between South Tolbert and South Holly Avenues. The owner is requesting a zone change from a C-1 (Retail Business) District to a C-2 (General Commercial) District for an HVAC (heating, ventilation, and air conditioning) contractors office with no outside storage.

Adjacent Zoning:

C-1 (Retail Business) District

R-1 (One Family Residential) District

Origination:

Laurel Acres, LTD (Owner)

Jonathan Hallford, Destiny's Heating and Air (Tenant)

Jerry Montgomery (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:

11

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Survey

Site Plan

Elevations

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 6.

Meeting Date: 03/21/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6464

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, 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 1530 Texoma OZ, LLC (Owner), BACA Architecture (Architect) and Copley Land Surveying, Inc. (Surveyor) concerning the property at 1530 Texoma Parkway, being 2.995 acres in the J.B. McAnair Survey, Abstract No. 763 for a zone change approval under Ordinance No. 2280, Section 12, from a C-2 (General Commercial) District to an R-2 (Multi-Family Residential) District.

Background:

The property is located at 1530 Texoma Parkway, the northwest corner of Highway 75 and Texoma Parkway. The owner is requesting a zone change from a C-2 (General Commercial) District to an R-2 (Multi-Family Residential) District for the Texoma Gateway Apartments.

The following has been approved for the property:

- December 12, 1961 - Exception to eliminate required fencing and gates around proposed swimming pool
- August 13, 1991 - Specific Use Permit to allow a voluntary Christian Rehabilitation Center in a C-2 (General Commercial) District

Origination:

1530 Texoma OZ, LLC (Owner)
BACA Architecture (Architect)
Copley Land Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 22, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 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. 6464
Exhibit A
Location Map
Zoning Map
Zoning Sign Photo
Narrative
Survey
Site Plan
Building Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 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; 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 1530 Texoma Parkway, shall be rezoned and placed in the R-2 (Multi-Family Residential) District, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include such property.

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

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

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

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

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

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

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

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

INTRODUCED on this the 21st day of March, 2022.

ADOPTED on this the 21st day of March, 2022.

EFFECTIVE DATE on this the 21st day of March, 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

Property is located in areas designated as:

- "C-2" (General Commercial District) by the City of Sherman Zoning Department
- Minimum Lot Area - 5,000 sf.
- Minimum Lot Width - 50'
- Setbacks:
 - Minimum Front - 15', Minimum Rear - 10', Minimum Side - 0'
- Max. Building Height - 35 feet
- Parking Requirement - See zoning ordinance for specifications.

O1 (75 & 82) Overlay District

BUILDING ENCROACHES OVER BUILDING LINE
POOL UNDER DEMOLITION

Situated in the City of Sherman, County of Grayson State of Texas, being a part of the J.B. McAnair Survey, Abstract No. 763, and being the same 3.023 acre tract of land conveyed to Shri Corp., a Texas Corporation by deed of record in Volume 2530, Page 898, 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 north right-of-way line of Texoma Parkway maintaining the east corner of a 0.054 acre tract conveyed to Orvie L. Cantrell by deed of record in Volume 2098, Page 475, Real Property Records, Grayson County, Texas and being an angle point in the south line of said 3.023 acre tract;

Thence **North 49°20'25" West**, along the northeast line of said 0.054 acre tract and the south line of said 3.023 acre tract, a distance of **112.92 feet** to a 1/2" steel rod found maintaining an ell corner in the south line of said 3.023 acre tract and being the north corner of said 0.054 acre tract;

Thence **South 42°40'46" West**, continuing along the south line of said 3.023 acre tract and the northwest line of said 0.054 acre tract, a distance of **123.94 feet** to a 1/2" steel rod set with an aluminum cap marked cap marked COPELEY RPLS 6720 in the east line of Lot 4C2, Block One, of the Replat of Lot 4C, Block One of the Replat of Lot 4, Block One, Crescent Oaks Plaza, an addition to the City of Sherman, as shown by plat of record in Volume 22, Page 124, Plat Records, Grayson County, Texas, being the southwest corner of said 3.023 acre tract and the west corner of said 0.054 acre tract;

Thence along the east line of said Lot 4C2 with a curve to the right having a **radius of 2,100.47 feet** (chord bears North 07°03'41" West, a distance of 519.12 feet) an **arc length of 520.45 feet** to a 1/2" steel rod found marked Jones Carter maintaining the northwest corner of said 3.023 acre tract and an angle point in the south line of Lot 4B-1, Block 1, 2nd Replat of Lot 4B, Block 1, Crescent Oaks Plaza an addition to the City of Sherman as shown by plat of record in Document No. 449-121 of said Plat Records;

Thence **North 75°56'42" East**, along the south line of said Lot 4B-1 and the north line of said 3.023 acre tract passing a 1/2" steel rod found at a distance 97.44 feet maintaining the southeast corner of said Lot 4B-1 and continuing along the south line of a 6.949 acre tract of land conveyed to Oak Glenn Partners, LLC by deed of record in Document No. 2020-34295 of said Official Public Records, passing a 1/2" steel pipe found at a distance of 213.2 feet being the northwest corner of a 0.090 acre 8" wide strip of land conveyed from the City of Sherman to James B. Lett by deed of record in Document No. 2019-34295 of said Official Public Records, passing a 1/2" steel rod found along the north line of said 0.090 acre 8" strip for a total distance of **221.12 feet** to a 1/2" steel rod set with an aluminum cap marked **COPLEY RPLS 6720** in the west line of East Street for the northeast corner of said 0.090 acre tract and the northeast corner of said 3.023 acre tract;

Thence **South 14°01'46" East**, along the west line of said East Street, the east line of said 0.090 acre tract and the east line of said 3.023 acre tract, a distance of **487.25 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the north right-of-way line of said Texoma Parkway for the southeast corner of said 0.090 acre tract and the southeast corner of said 3.023 acre tract from which a 1/2" steel rod found bears North 04°29'53" East a distance of 6.81 feet and a Brass Cap monument bears North 04°29'53" East a distance of 54.03 feet;

Thence southwesterly along the north right-of-way line of said Texoma Parkway the following calls and distances:

South 40°29'53" West, a distance of 40.38 feet to a 1/2" steel rod found;
South 74°30'09" West, a distance of 44.97 feet to a 1/2" steel rod found;
South 39°28'05" West, a distance of 46.51 feet to the **Point-of-Beginning** and containing **2.995 acres** of land.

By graphic plotting only, portions of this property lie within Zone "X & A" (areas not within the 100 yr. flood zone - no base point elevation) as defined by FEMA Flood Insurance Rate Map, No. 48181C0290 F, which bears an effective date of September 29, 2010.

1. The property has an area of 130,455 sq. ft. or 2,995 acre of land.
2. Basis of bearings is Grid North, NAD 83, Texas State Plane Coordinate System, North Central Zone.
3. There was no visible evidence of the use of the subject property as a solid waste dump, sump or sanitary landfill at the time of survey.
4. There are no visible signs of cemeteries.
5. All visible above ground indications of utilities are depicted hereon.
6. There was visible evidence of striping at time of survey.

- Approx. 43 regular parking spaces.

1. j. RIGHT-OF-WAY EASEMENT FROM EDWARD HILARY MOSELEY, LESLIE JONES MOSELEY AND RAYMOND LYNN JONES TO TEXAS POWER & LIGHT COMPANY, OF RECORD IN VOLUME 337, PAGE 94 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS.
UNABLE TO DETERMINE LOCATION FROM DOCUMENT.

2. k. RIGHT-OF-WAY EASEMENT FROM JOHN H. DAUGHTY AND WIFE, LILLIE DAUGHTY TO TEXAS POWER & LIGHT COMPANY, OF RECORD IN VOLUME 337, PAGE 258 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS.
UNABLE TO DETERMINE LOCATION FROM DOCUMENT.

3. l. RIGHT-OF-WAY EASEMENT FROM J.O. KIRK TO TEXAS POWER & LIGHT COMPANY, OF RECORD IN VOLUME 503, PAGE 409 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS.
UNABLE TO DETERMINE LOCATION FROM DOCUMENT.

4. m. AGREEMENTS BETWEEN VARIOUS OWNERS OF THE FEDERAL SIGN COMPANY OF TEXAS, THE LATEST OF WHICH APPEARS IN VOLUME OF RECORD 108 (VOLUME 1078, PAGE 821, DEED RECORDS, GRAYSON COUNTY, TEXAS. APPLIES TO THE SUBJECT TRACT

The Undersigned, being a registered surveyor of the State of Texas certifies to:
SHRI CORP.
1530 TEXOMA OZ LLC
FIRST AMERICAN TITLE INSURANCE COMPANY
REPUBLIC TITLE OF TEXAS, INC.
B1 BANK

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a), 7(a), 7(b)(1), 7(c), 8, 9, 11(a), 13, 14, 16, 17, 18, and 19 of Table A thereof. The field work was completed on July 11, 2014.

Date of Plat or Map: 10-5-2021


John C. Copley
State of Texas
Registered Professional
Land Surveyor # 6720



1702 Verdi Ln., Sherman, Texas 75076
TX 903-415-0643, OK 580-980-0181
john@copleylandsurveying.com
TX Firm No. 10194429, OK C.A. No. 8279

1530 Texoma Parkway
Sherman, Texas 75090

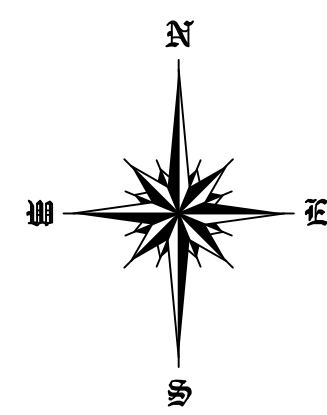
Drawn by: JJC	Checked by: JCC
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Drawn by: JJC	Checked by: JCC
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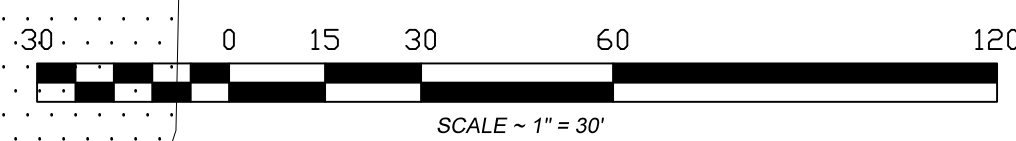
Sheet: 1 of 1

Scale: 1" = 30'	CES Job# 2109043
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Figure 1 illustrates a multi-layered security fence system. The diagram shows a cross-section of the fence with various layers and components labeled. From top to bottom, the layers are: a top layer with a red dashed line (Boundary Line), a layer with two blue dashed lines (Overhead Electric Building), a layer with two black dashed lines (Stockade Fence), and a bottom layer with a grey stippled pattern (Gravel). Above the fence, there are four icons: a pink star (LP), a blue star (PH), a blue valve (WV), and a pink star (PP). To the right of the fence, there are four labels: 'LIGHT POLE', 'FIRE HYDRANT', 'WATER VALVE', and 'POWER POLE'. Below the fence, there are three labels: 'ASPHALT', 'GRAVEL', and 'CONCRETE'.



- BASIS OF BEARINGS -
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE (4202)



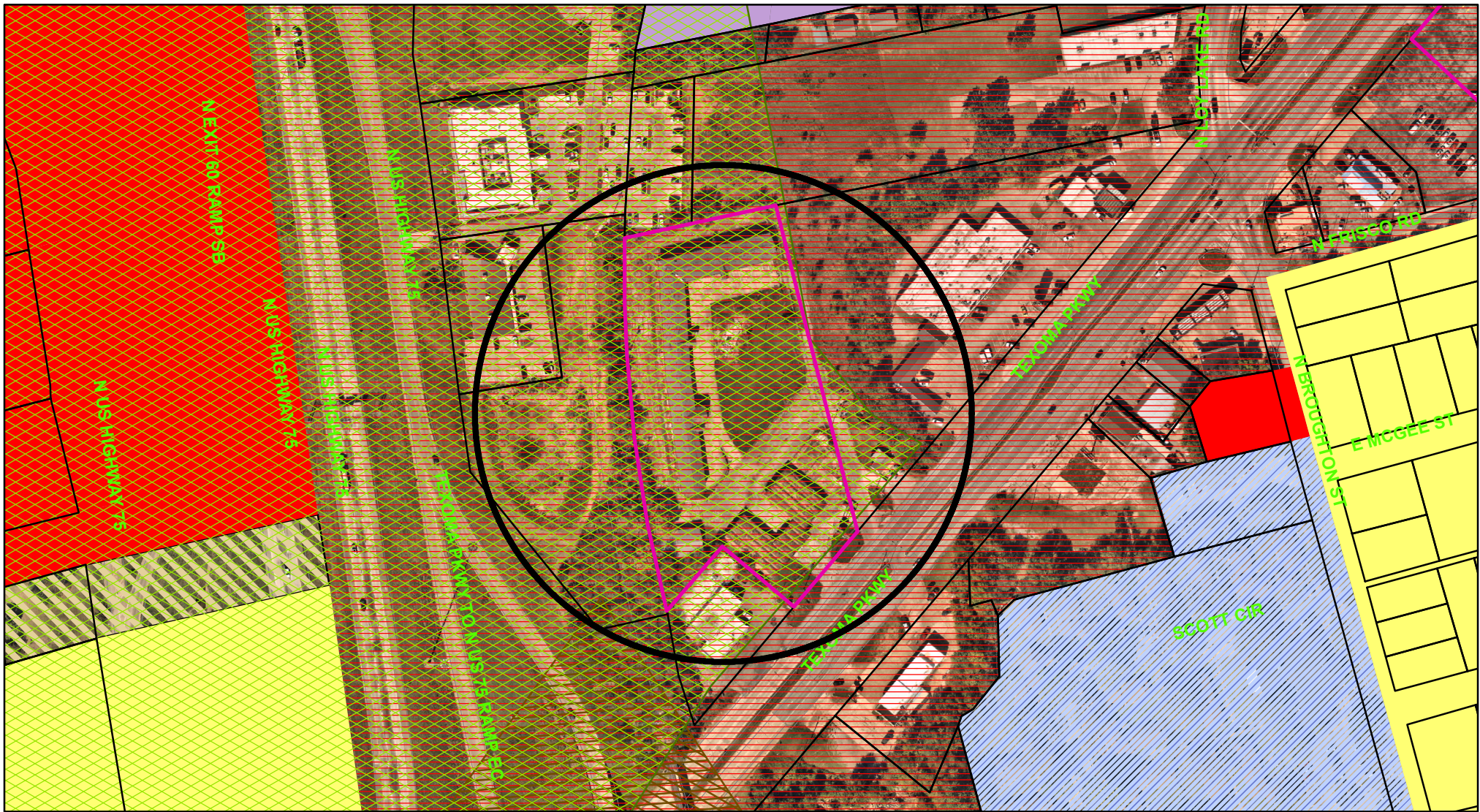
SCALE ~ 1" = 30'



City of Sherman, Texas
Development Services Department

1530 Texoma Parkway


$$1 \text{ in} = 300 \text{ ft}$$



Zoning - 1530 Texoma Parkway

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 = 200 ft

1530 TEXOMA PARKWAY



24 January 2022

Rob Rae, Director of Development Services
City of Sherman Building & Zoning
220 West Mulberry Street
Sherman, Texas 75090

RE: Zoning Change Request for property at 1530 Texoma Parkway

Dear Mr. Rae,

It is my pleasure to submit to you this request for a Zoning Change Application, on behalf of the property owners, for the property located at 1530 Texoma Parkway in Sherman, and show in the attached drawing.

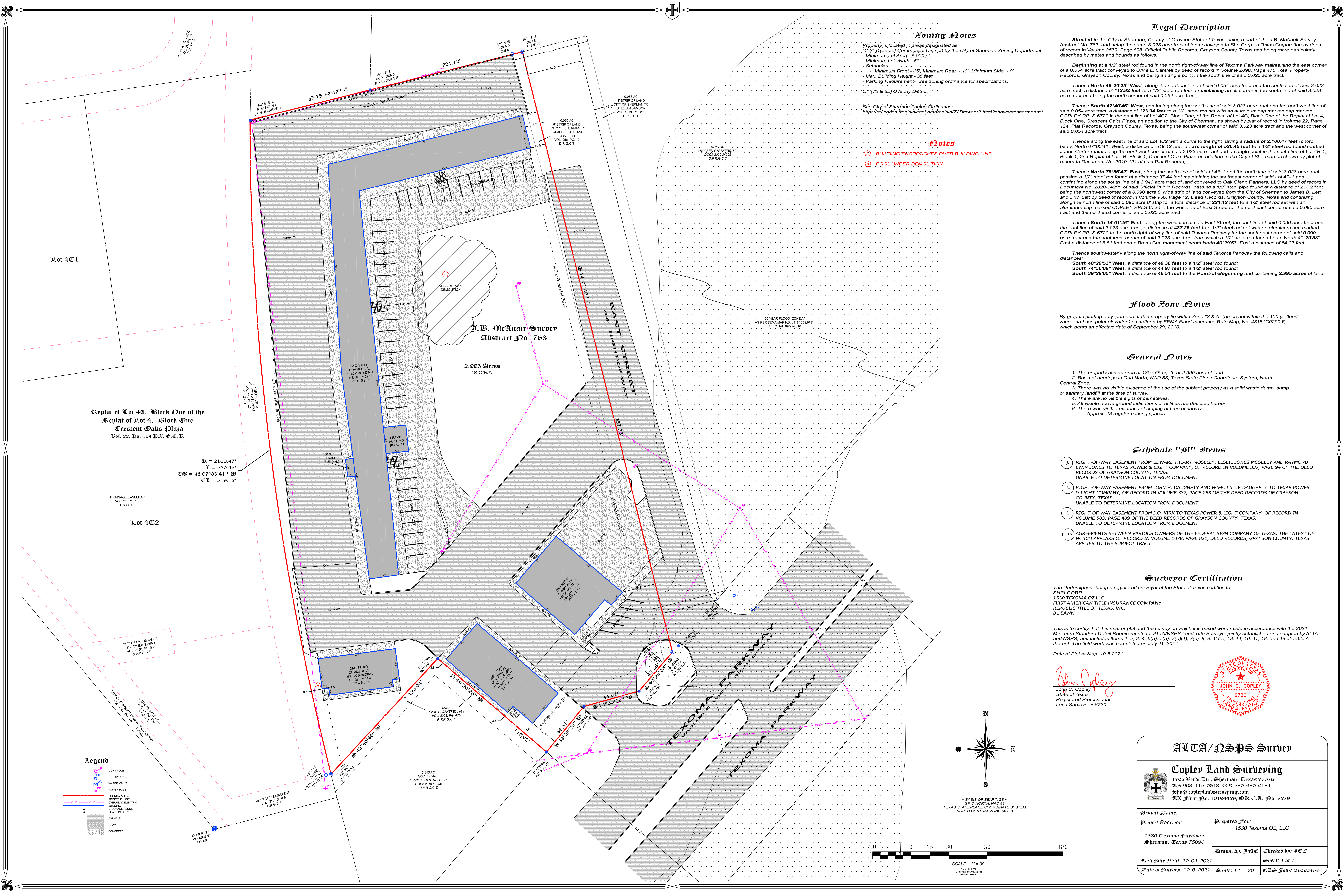
The owners of the former motel located at this site are requesting a zoning change from C-2, General Commercial to R-2, Multi-family Residential, in order to renovate the site as an apartment complex to support the growing housing market in Sherman. This would include renovating the existing building of 60 motel rooms into 40 one bedroom apartment units, renovating the existing street-facing buildings as common spaces for the complex, and building approximately 27 new two bedroom units. We believe that this development would better serve the demand for quality housing than the current use. Attached is a conceptual site plan showing conceptual building locations, parking, and landscaping. Also attached are some conceptual 3D images that we hope give a feel for the overall quality of the development.

Please do not hesitate to contact me with any questions or clarifications.

Sincerely,



Jessie Bullard Assoc. AIA, Designer + Project Manager



Zoning Notes

Property is located in areas designated as:
- "C-2", (General Commercial District) by the City of Sherman Zoning Department
- Minimum Lot Area - 5,000 sq. ft.
- Minimum Lot Width - 50' -
- Setbacks:
- Minimum Front - 15', Minimum Rear - 10', Minimum Side - 0'
- Max. Building Height - 35 feet
- Parking Requirement - See zoning ordinance for specifications.
O'175 & 82 Overlay District

See City of Sherman Zoning Ordinance:
<https://z2codes.franklinlegal.net/franklin/Z2Browser2.html?showset=shermanset>

Notes

- BUILDING ENCLOSED OVER BUILDING LINE
- POOL UNDER DEMOLITION

Legal Description

Situated in the City of Sherman, County of Grayson State of Texas, being a part of the J.B. McAnair Survey, Abstract No. 763, and being the same 3.023 acre tract of land conveyed to Shri Corp., a Texas Corporation by deed of record in Volume 2530, Page 899, 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 north right-of-way line of Texoma Parkway maintaining the east corner of a 0.054 acre tract conveyed to Orvie L. Cantrell by deed of record in Volume 2098, Page 475, Real Property Records, Grayson County, Texas and being an angle point in the south line of said 3.023 acre tract;

Thence North 49°20'25" West, along the northeast line of said 0.054 acre tract and the south line of said 3.023 acre tract, a distance of **112.92 feet** to a 1/2" steel rod found maintaining an ell corner in the south line of said 3.023 acre tract and being the north corner of said 0.054 acre tract;

Thence South 42°40'46" West, continuing along the south line of said 3.023 acre tract and the northwest line of said 0.054 acre tract, a distance of **123.94 feet** to a 1/2" steel rod set with an aluminum cap marked cap marked COPLEY RPLS 6720 in the east line of Lot 4C2, Block One, of the Replat of Lot 4C, Block One of the Replat of Lot 4, Block One, Crescent Oaks Plaza, an addition to the City of Sherman, as shown by plat of record in Volume 22, Page 124, Plat Records, Grayson County, Texas, being the southwest corner of said 3.023 acre tract and the west corner of said 0.054 acre tract;

Thence along the east line of said Lot 4C2 with a curve to the right having a **radius of 2,100.47 feet** (chord bears North 07°03'41" West, a distance of 519.12 feet) to a 1/2" steel rod found marked Jones Carter maintaining the northwest corner of said 3.023 acre tract and an angle point in the south line of Lot 4B-1, Block 1, 2nd Replat of Lot 4B, Block 1, Crescent Oaks Plaza an addition to the City of Sherman as shown by plat of record in Document No. 2019-121 of said Plat Records;

Thence North 75°56'42" East, along the south line of said Lot 4B-1 and the north line of said 3.023 acre tract passing a 1/2" steel rod found at a distance of 97.44 feet maintaining the southeast corner of said Lot 4B-1 and continuing along the south line of a 6.949 acre tract of land conveyed to Oak Glenn Partners, LLC by deed of record in Document No. 2020-34295 of said Official Public Records, passing a 1/2" steel pipe found at a distance of 213.2 feet being the northwest corner of a 0.090 acre 8' wide strip of land conveyed from the City of Sherman to James B. Lett and J.W. Lett by deed of record in Volume 958, Page 12, Deed Records, Grayson County, Texas and continuing along the north line of said 0.090 acre 8' strip for a total distance of **221.12 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the west line of East Street for the northeast corner of said 0.090 acre tract and the northeast corner of said 3.023 acre tract;

Thence South 14°01'46" East, along the west line of said East Street, the east line of said 0.090 acre tract and the east line of said 3.023 acre tract, a distance of **487.25 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the north right-of-way line of said Texoma Parkway for the southeast corner of said 0.090 acre tract and the southeast corner of said 3.023 acre tract from which a 1/2" steel rod found bears North 40°29'53" East a distance of 6.81 feet and a Brass Cap monument bears North 40°29'53" East a distance of 54.03 feet;

Thence southwesterly along the north right-of-way line of said Texoma Parkway the following calls and distances:
South 40°29'53" West, a distance of **40.38 feet** to a 1/2" steel rod found;
South 74°30'09" West, a distance of **44.97 feet** to a 1/2" steel rod found;
South 39°28'05" West, a distance of **46.51 feet** to the **Point-of-Beginning** and containing **2.995 acres** of land.

Flood Zone Notes

By graphic plotting only, portions of this property lie within Zone "X & A" (areas not within the 100 yr. flood zone - no base point elevation) as defined by FEMA Flood Insurance Rate Map, No. 48181C0290 F, which bears an effective date of September 29, 2010.

General Notes

- The property has an area of 130,455 sq. ft. or 2.995 acre of land.
- Basis of bearings is Grid North, NAD 83, Texas State Plane Coordinate System, North Central Zone.
- There was no visible evidence of the use of the subject property as a solid waste dump, sump or sanitary landfill at the time of survey.
- There are no visible signs of cemeteries.
- All visible above ground indications of utilities are depicted hereon.
- There was visible evidence of striping at time of survey.
- Approx. 43 regular parking spaces.

Schedule "B" Items

- j. RIGHT-OF-WAY EASEMENT FROM EDWARD HILARY MOSELEY, LESLIE JONES MOSELEY AND RAYMOND LYNN JONES TO TEXAS POWER & LIGHT COMPANY, OF RECORD IN VOLUME 337, PAGE 94 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS.
UNABLE TO DETERMINE LOCATION FROM DOCUMENT.
- k. RIGHT-OF-WAY EASEMENT FROM JOHN H. DAUGHETY AND WIFE, LILLIE DAUGHETY TO TEXAS POWER & LIGHT COMPANY, OF RECORD IN VOLUME 337, PAGE 258 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS.
UNABLE TO DETERMINE LOCATION FROM DOCUMENT.
- l. RIGHT-OF-WAY EASEMENT FROM J.O. KIRK TO TEXAS POWER & LIGHT COMPANY, OF RECORD IN VOLUME 503, PAGE 409 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS.
UNABLE TO DETERMINE LOCATION FROM DOCUMENT.
- m. AGREEMENTS BETWEEN VARIOUS OWNERS OF THE FEDERAL SIGN COMPANY OF TEXAS, THE LATEST OF WHICH APPEARS OF RECORD IN VOLUME 1078, PAGE 821, DEED RECORDS, GRAYSON COUNTY, TEXAS, APPLIES TO THE SUBJECT TRACT

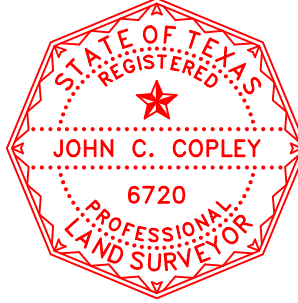
Surveyor Certification

The Undersigned, being a registered surveyor of the State of Texas certifies to:
SHRI CORP.
1530 TEXOMA OZ LLC
FIRST AMERICAN TITLE INSURANCE COMPANY
REPUBLIC TITLE OF TEXAS, INC.
B1 BANK

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a), 7(a), 7(b)(1), 7(c), 8, 9, 11(a), 13, 14, 16, 17, 18, and 19 of Table A thereof. The field work was completed on July 11, 2014.

Date of Plat or Map: 10-5-2021

John C. Copley
John C. Copley
State of Texas
Registered Professional
Land Surveyor # 6720

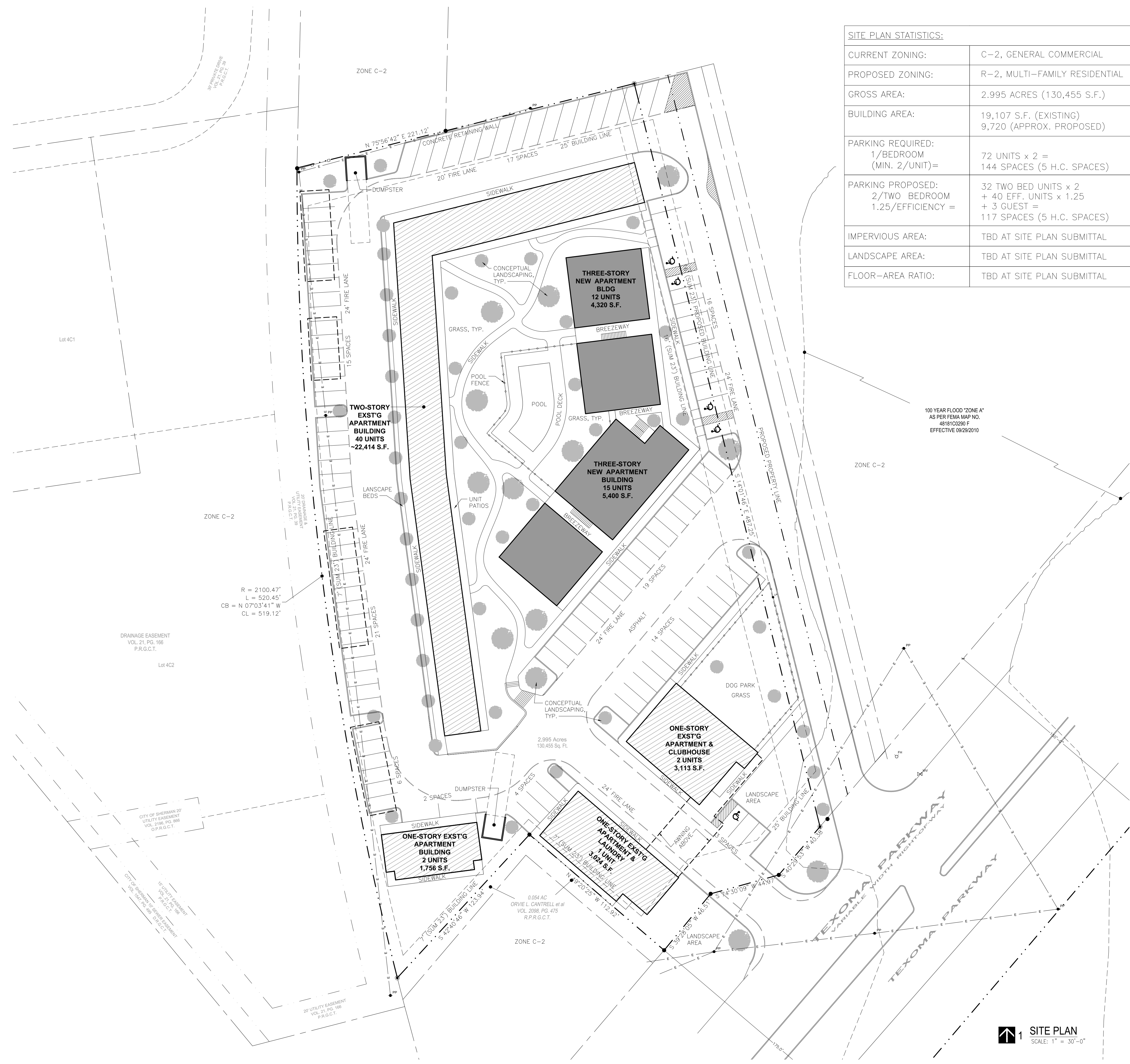


ALTA/NSPS Survey

Copley Land Surveying

1702 Verdi Ln., Sherman, Texas 75076
TX 903-415-0643, OR 580-980-0181
john@copleylandsurveying.com
TX Firm No. 10194429, OR CA No. 8279

Project Name:		Prepared For:	
Project Address:		1530 Texoma OZ, LLC	
1530 Texoma Parkway Sherman, Texas 75090		Drawn by: JJC	Checked by: JCC
Last Site Visit: 10-04-2021		Sheet: 1 of 1	
Date of Survey: 10-6-2021		Scale: 1" = 30'	CL Job# 21090434



SITE PLAN STATISTICS:	
CURRENT ZONING:	C-2, GENERAL COMMERCIAL
PROPOSED ZONING:	R-2, MULTI-FAMILY RESIDENTIAL
GROSS AREA:	2.995 ACRES (130,455 S.F.)
BUILDING AREA:	19,107 S.F. (EXISTING) 9,720 (APPROX. PROPOSED)
PARKING REQUIRED: 1/BEDROOM (MIN. 2/UNIT)=	72 UNITS x 2 = 144 SPACES (5 H.C. SPACES)
PARKING PROPOSED: 2/TWO BEDROOM 1.25/EFFICIENCY =	32 TWO BED UNITS x 2 + 40 EFF. UNITS x 1.25 + 3 GUEST = 117 SPACES (5 H.C. SPACES)
IMPERVIOUS AREA:	TBD AT SITE PLAN SUBMITTAL
LANDSCAPE AREA:	TBD AT SITE PLAN SUBMITTAL
FLOOR-AREA RATIO:	TBD AT SITE PLAN SUBMITTAL

BACA

100 NORTH TRAVIS STREET
SUITE NO.500
SHERMAN, TEXAS 75090
903.893.5800
www.BACA.team

SCHEMATIC
DESIGN
REVIEW

NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

NO.	REVISIONS DESCRIPTION	DATE

TEXOMA GATEWAY APARTMENTS

1530 Texoma Parkway
Sherman, TX 75090

PROJECT NUMBER
2137

DATE
01.27.22

SHEET NUMBER
SP1.0

site plan



BACA
CONCEPT IMAGE



BACA
CONCEPT IMAGE



BACA
CONCEPT IMAGE



An architectural rendering of a modern school building. The building is a long, two-story structure with a light-colored facade and numerous windows. It features a central courtyard with a green lawn, a winding white path, and several young trees. A black metal fence runs along the edge of the courtyard. A person is walking on the path in the foreground. The sky is blue with scattered white clouds.

BACA
CONCEPT IMAGE

STAFF REVIEW LETTER

February 15, 2022

1530 Texoma OZ, LLC
3515 Brown St. Apt. 109
Dallas, TX 75219

Copley Land Surveying
1702 Verdi Ln.
Sherman, TX 75090

BACA Architects
100 N. Travis St. Ste. 500
Sherman, TX 75090

Dear Applicants,

The request for a zone change and site plan approval for Texoma Gateway Apartments under Ordinance No. 2280, Section 12, from a C-2 (General Commercial) District to an R-2 (Multi-Family Residential) District located at 1530 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, February 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 R-2 (Multi-Family Residential) District, the Sign Ordinance, the Fence Ordinance and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.4; Sec. 7(13), Section 7 (14) and Sec. 17.*)
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. No building shall exceed 45 feet in height unless an exception is granted. (*Chapter 14, Exhibit A, Sec. 6.4*)
4. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
5. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'. An Exception would need to be approved to allow 117 spaces in lieu of the required 144 spaces. (*Chapter 14, Exhibit A, Section 6.4 and Section 7, Subsection 10(b)*)
6. The existing one-story apartment and Laundry does not meet setback requirements from the Texoma Parkway property line which makes it an existing nonconforming structure. (*Chapter 14, Exhibit A, Sec 5*)
7. The trash dumpster will need to be located inside the main building area and screened. (*Chapter 14, Exhibit A, Section 7, Subsection 13(d)(4)*)
8. Screening of the property is required. (*Chapter 14, Exhibit A, Section 7, Subsection 13(d)*)
9. All required off-street parking shall be on private property and shall not encroach into the right-of-way or outside the property line. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
10. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article. 13.11*)
11. The approval of the site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that

progress has been made toward completion of the project for which the Specific Use Permit was approved.

12. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

13. Platting of the property is required. *Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004*
14. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*
15. Show flood fringe on plat and plans. Plat and plans must reflect and reference information as stated in FEMA Physical Map Revision No. 316-PMR.
16. Right of way abandonment of East Street or additional right of way dedication for East Street may be required.
17. Parking will be permitted on private property only.
18. Verify fire requirements and code compliance with Fire Marshal. *Code of Ordinances Chapter 3.02(c)*
19. The location of the trash receptors must be approved by the Public Works Department.
20. 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*
21. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I)*
22. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*

It is the policy of 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
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: 02/22/2022

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:

1530 TEXOMA PARKWAY

The request of 1530 Texoma OZ, LLC (Owner), BACA Architecture (Architect) and Copley Land Surveying, Inc. (Surveyor) concerning the property at 1530 Texoma Parkway, being 2.995 acres in the J.B. McAnair Survey, Abstract No. 763, as follows:

Planning and Zoning Commission

Zone change and site plan approval for Texoma Gateway Apartments under Ordinance No. 2280, Section 12, from a C-2 (General Commercial) District to an R-2 (Multi-Family Residential) District.

Background:

The property is located at 1530 Texoma Parkway, the northwest corner of Highway 75 and Texoma Parkway. The owner is requesting a zone change from a C-2 (General Commercial) District to an R-2 (Multi-Family Residential) District for the Texoma Gateway Apartments.

The following has been approved for the property:

- December 12, 1961 - Exception to eliminate required fencing and gates around proposed swimming pool
- August 13, 1991 - Specific Use Permit to allow a voluntary Christian Rehabilitation Center in a C-2 (General Commercial) District

Adjacent Zoning:

C-2 (General Commercial) District

Origination:

1530 Texoma OZ, LLC (Owner)

BACA Architecture (Architect)

Copley Land Surveying, Inc. (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

4

Objections Received:

0

Development Review Meeting:

Yes

Staff Recommendation:

Staff recommends that if the Planning and Zoning Commission move to approve the site plan that it be conditional on the abandonment of N. East Street on the north side of the property.

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Survey

Site Plan

Elevations

Narrative

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 7.

Meeting Date: 03/21/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6465

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 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 of Sherman NEC Texoma & 82, L.P. (Owners), David Bond (Representative), Spiars Engineering, Inc. (Engineer/Surveyor) and HEDK Architects (Architect) concerning the property at 3209 Texoma Parkway, being 31.116 acres in the Reuben Hendrix Survey, Abstract No. 811 for a zone change approval under Ordinance No. 2280, Section 12, from a C-2 (General Commercial) District to an R-2 (Multi-Family Residential) District.

Background:

The property is located at 3209 Texoma Parkway between Gallagher Drive and Highway 82. The owner is requesting a zone change and site plan approval from a C-2 (General Commercial) District to an R-2 (Multi-Family Residential) District for a multifamily complex.

Origination:

Sherman NEC Texoma & 82, L.P. (Owners)
David Bond (Representative)
Spiars Engineering, Inc. (Engineer/Surveyor)
HEDK Architects (Architect)

Financial Consideration:

None

Staff Recommendation:

At the February 22, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 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. 6465

Exhibit A - Survey

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Elevations

Landscape Plans

Narrative

Zoning Exhibit

Staff Review Letter

P&Z Communication

ORDINANCE NO. 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 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; 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 3209 Texoma Parkway, shall be rezoned and placed in the R-2 (Multi-Family Residential) District, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include such property.

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

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

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

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

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

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

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

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

INTRODUCED on this the 21st day of March, 2022.

ADOPTED on this the 21st day of March, 2022.

EFFECTIVE DATE on this the 21st day of March, 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

STATE OF TEXAS §
COUNTY OF GRAYSON §

BEING a tract of land situated in the Reuben Hendrix Survey, Abstract No. 504 and the Sam M. McGlothlin Survey, Abstract No. 811, City of Sherman, Grayson County, Texas, being a portion of a tract conveyed to Entlesherm, by deed recorded in Volume 2709, Page 421 of the Deed Records, Grayson County, Texas, being more particularly described as follows:

BEGINNING at a point from which a concrete monument found at the northern end of a corner clip at the intersection of the northern line of U.S. Highway 82 (variable width public right-of-way) and the southeast line of Texoma Parkway (S.H. 91) (variable width public right-of-way) bears N 70°17'14" W, 361.40 feet;

THENCE N 18°20'00" E, 319.88 feet;

THENCE N 28°36'27" E, 57.75 feet;

THENCE N 28°36'27" E, 634.94 feet;

THENCE N 61°23'33" W, 285.00 feet;

THENCE S 28°36'27" W, 15.00 feet;

THENCE N 61°23'33" W, 15.00 feet;

THENCE N 28°36'27" E, 140.00 feet;

THENCE S 61°23'33" E, 15.00 feet;

THENCE S 28°36'27" W, 15.00 feet;

THENCE S 61°23'33" E, 285.00 feet;

THENCE N 28°36'27" E, 960.31 feet;

THENCE S 89°45'33" E, 550.02 feet;

THENCE S 20°39'08" W, 2074.27 feet;

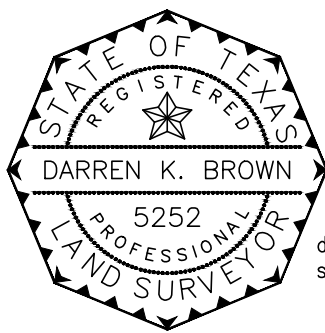
THENCE S 85°16'45" W, 109.27 feet;

THENCE N 76°24'13" W, 644.70 feet to the POINT OF BEGINNING with the subject tract containing 1,355,410 square feet or 31.116 acres of land.

"This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

D.K.B.

DARREN K. BROWN, R.P.L.S. NO. 5252



darren.brown@sparsengineering.com

ZONING EXHIBIT

SHERADEN MALL

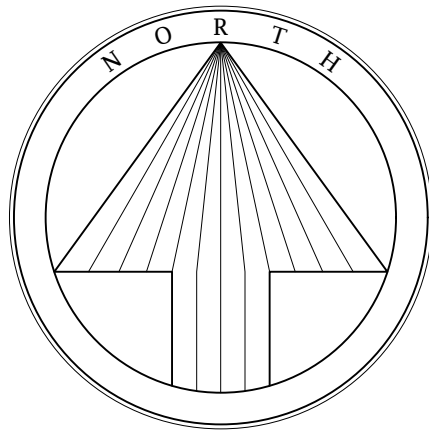
PROPOSED LOT 1, BLOCK B

BEING 42.249 ACRES IN THE

CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

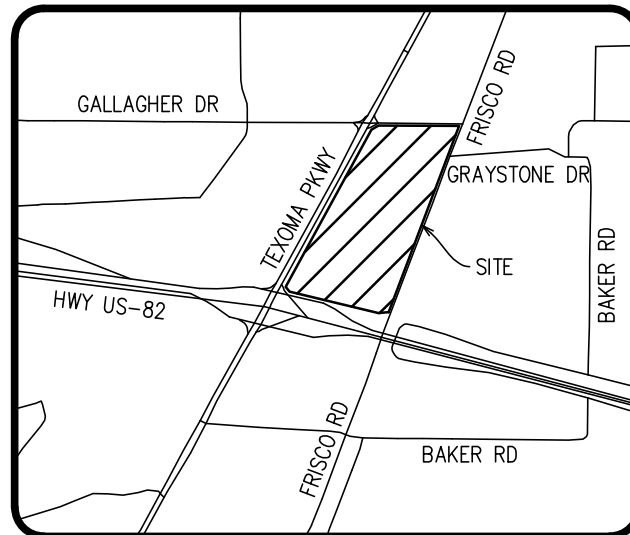
OWNER / APPLICANT
Sherman NEC Texoma & 82, LP
7500 San Jacinto
Plano, Texas 75074
Telephone (972) 980-9686
Contact: Jim Duggan

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, Texas 75075
Telephone: (972) 422-0077
TBPELS No. F-2121 and No. F-10043100
Contact: David Bond



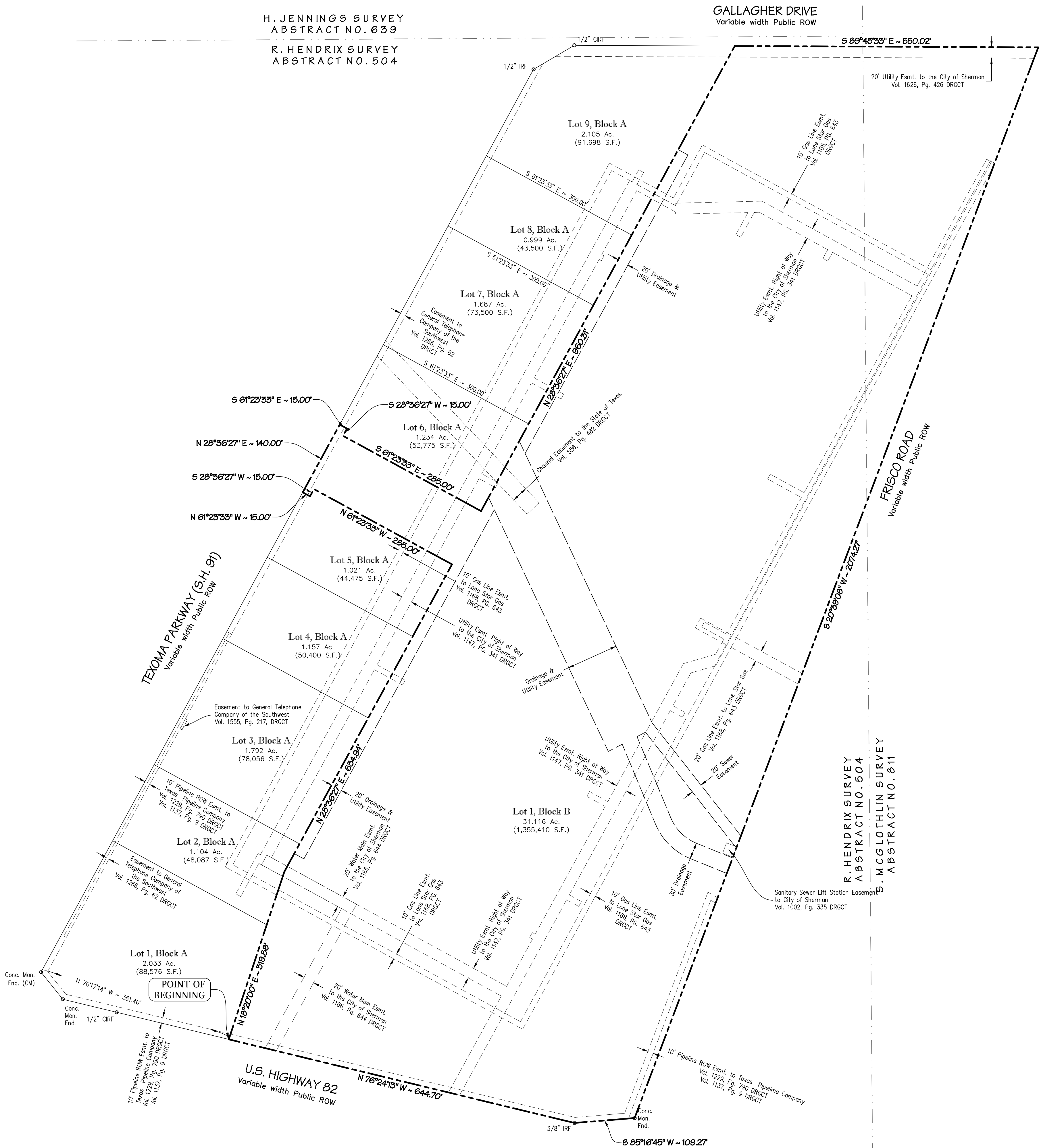
100 0 50 100 200
1 inch = 100 ft.

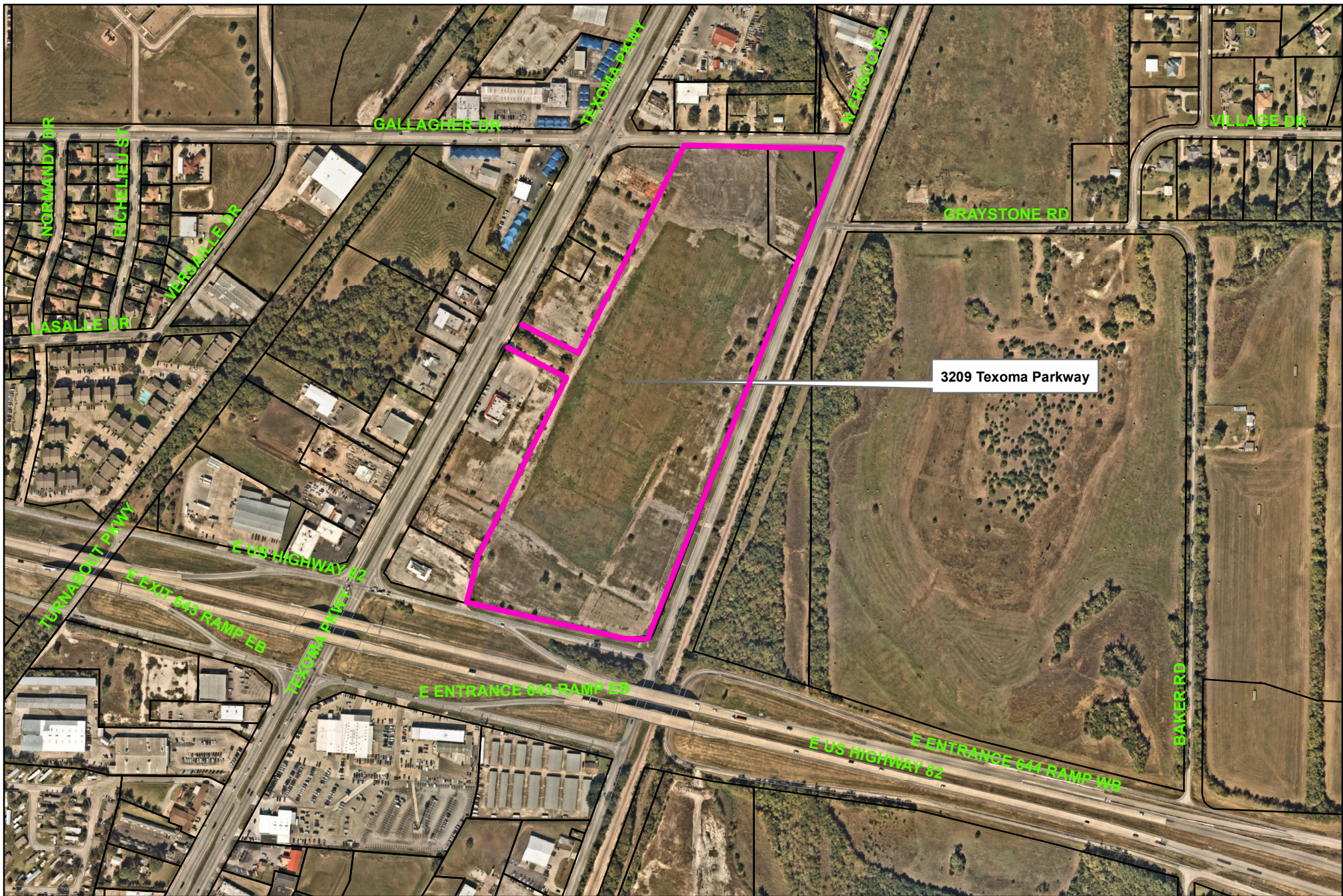
Basis of bearing: State Plane
Coordinate System, North Texas
Central Zone 4202, North American
Datum of 1983. Adjustment
Realization 2011.



LOCATION MAP
1" = 2000'

LEGEND	
○	1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPIARSENG" SET, UNLESS OTHERWISE NOTED.
—	IRON ROD FOUND
—	CRIF CAPPED IRON ROD FOUND
—	CONTROL MONUMENT





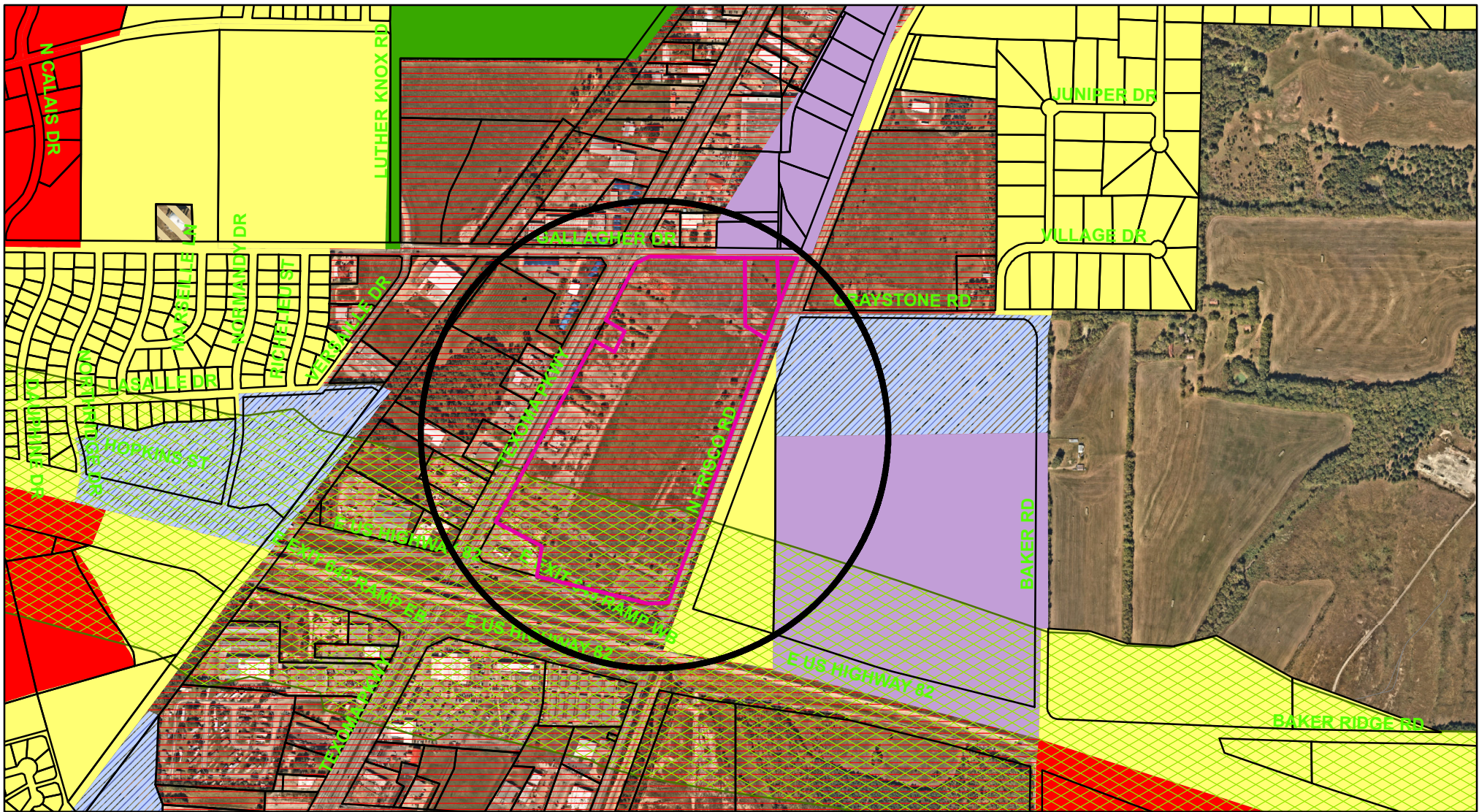
City of Sherman, Texas
Development Services Department

3209 Texoma Parkway



NOT TO SCALE

1 in = 500 ft



Zoning - 3209 Texoma Parkway

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

- 1
- | | |
|---|---|
|  | 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

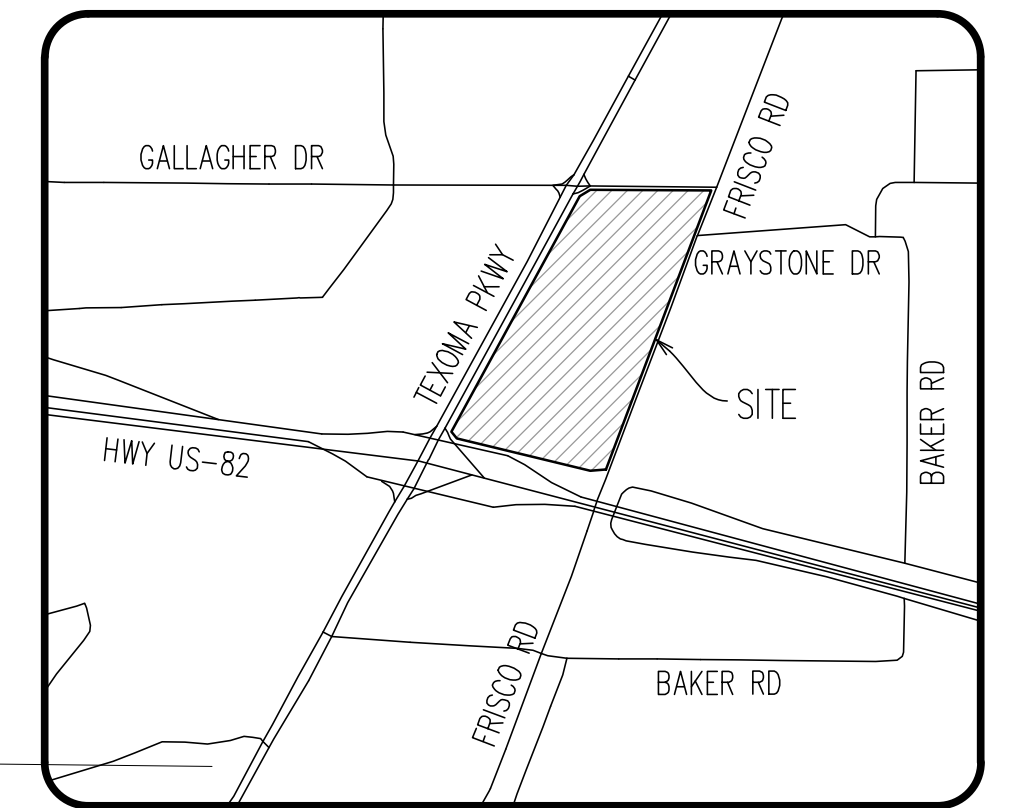
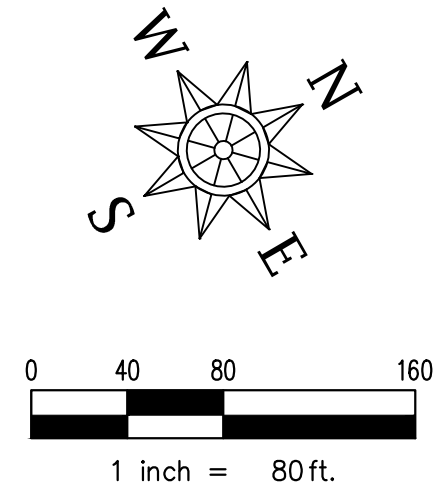


1 in = 789 ft

3209 Texoma Parkway



Drawn: C:\2021_0085\21-309_Sherden Mall Multifamily\CAD\Site Plan.dwg Saved By: Kenneth Sawe Time: 2/8/2022 2:38:20 PM Plotted by: Kenneth Plot Date: 2/8/2022 2:40 PM



LOCATION MAP
NTS

TEXOMA PARKWAY (S.H. 91)

GALLAGHER DRIVE

FRISCO ROAD

Enterprise Sherman
Limited Partnership
Vol. 2256, Pg. 476
vol. 2264, Pg. 493

Lot 1, Block A
Zoning: C-2
Commercial

Lot 2, Block A
Zoning: C-2
Commercial

Lot 3, Block A
Zoning: C-2
Commercial

Lot 4, Block A
Zoning: C-2
Commercial

Lot 5, Block A
Zoning: C-2
Commercial

Lot 6, Block A
Zoning: C-2
Commercial

Lot 7, Block A
Zoning: C-2
Commercial

Lot 8, Block A
Zoning: C-2
Commercial

Lot 9, Block A
Zoning: C-2
Commercial

Lots 1, Block B
31.106 Ac. (1,354,960)
Multifamily

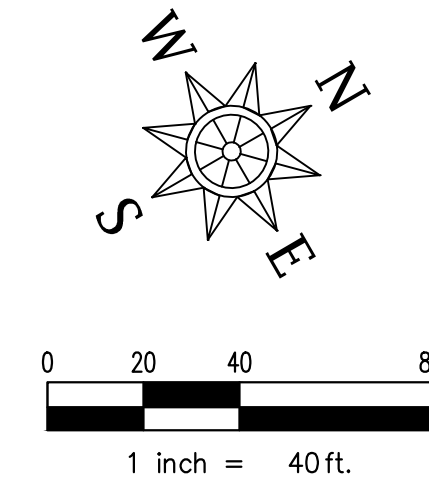
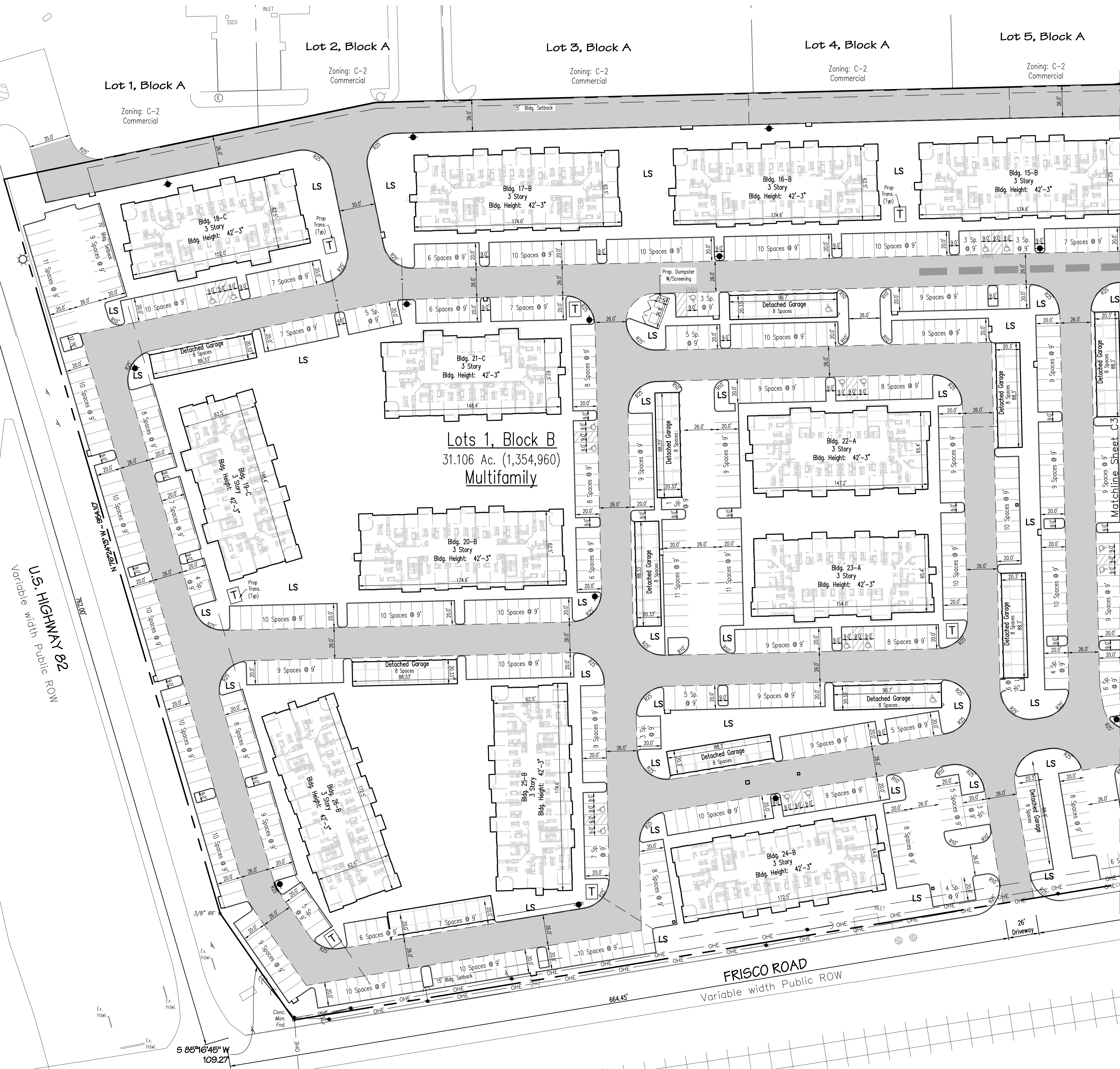
LEGEND

■ FIRELANE, ACCESS, & UTILITY EASEMENT

SITE PLAN OVERALL
SHERDEN MALL MULTIFAMILY
IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
REUBEN HENDRIX SURVEY ABSTRACT NO. 504
1,354,960 Sq. Ft./31.106 Acres

ENGINEER / SURVEYOR / APPLICANT
Sparks Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPE No. F-2121
Contact: David Bond

OWNER/DEVELOPER
Sherman NEC Texoma & 82, LP
7500 San Jacinto
Plano, TX, 75074
Telephone: (972) 980-9686
Contact: Jim Duggan



LEGEND

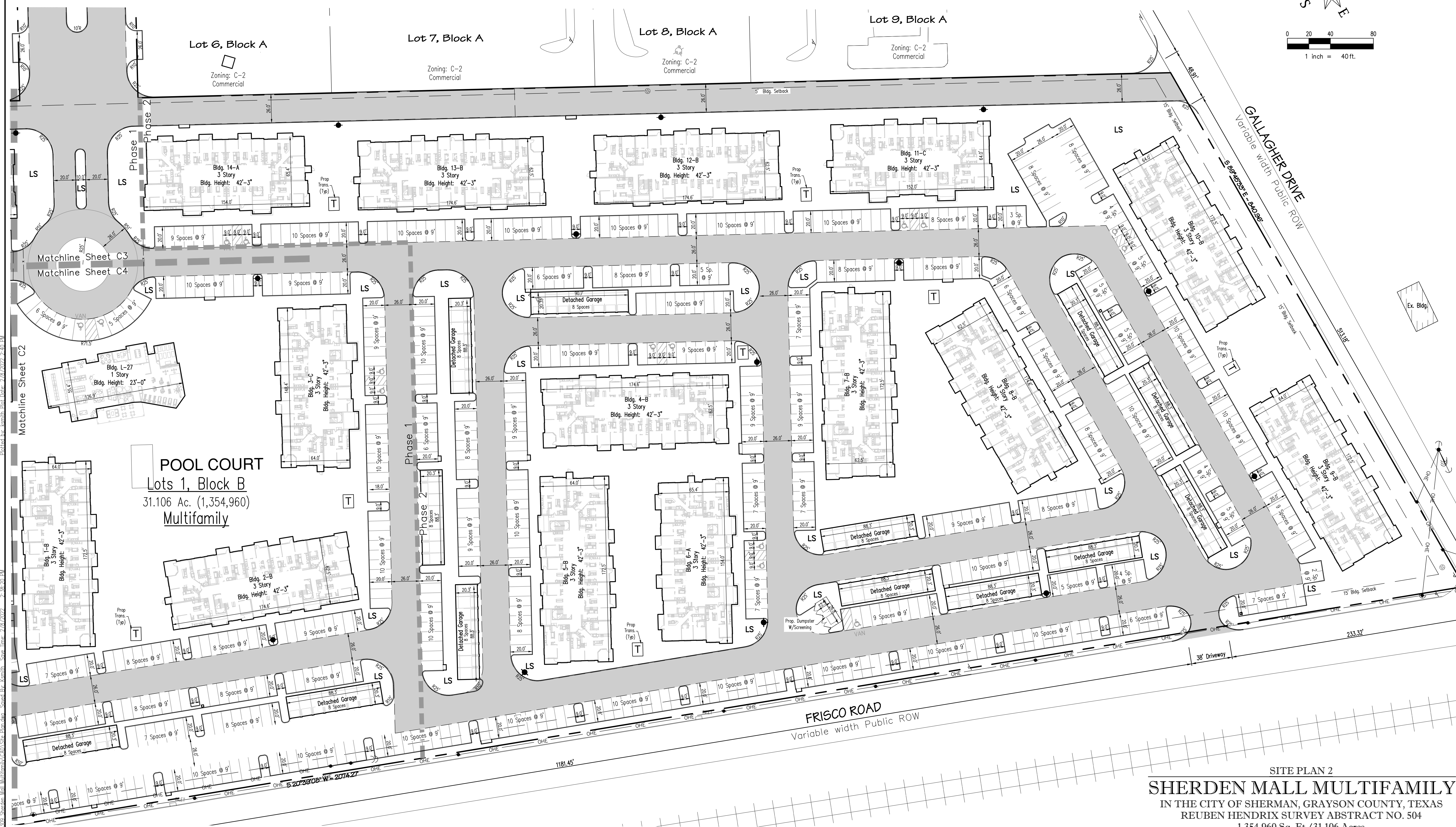
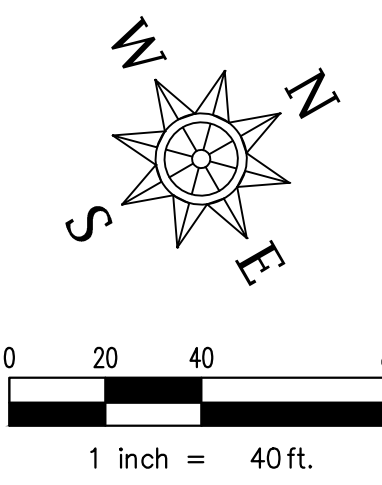
FIRELANE, ACCESS, & UTILITY EASEMENT

Note:
Handicap parking is provided in accordance with ADA standards

SITE PLAN
SHERDEN MALL MULTIFAMILY
IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
REUBEN HENDRIX SURVEY ABSTRACT NO. 504
1,927,486 Sq. Ft./44.248 Acres

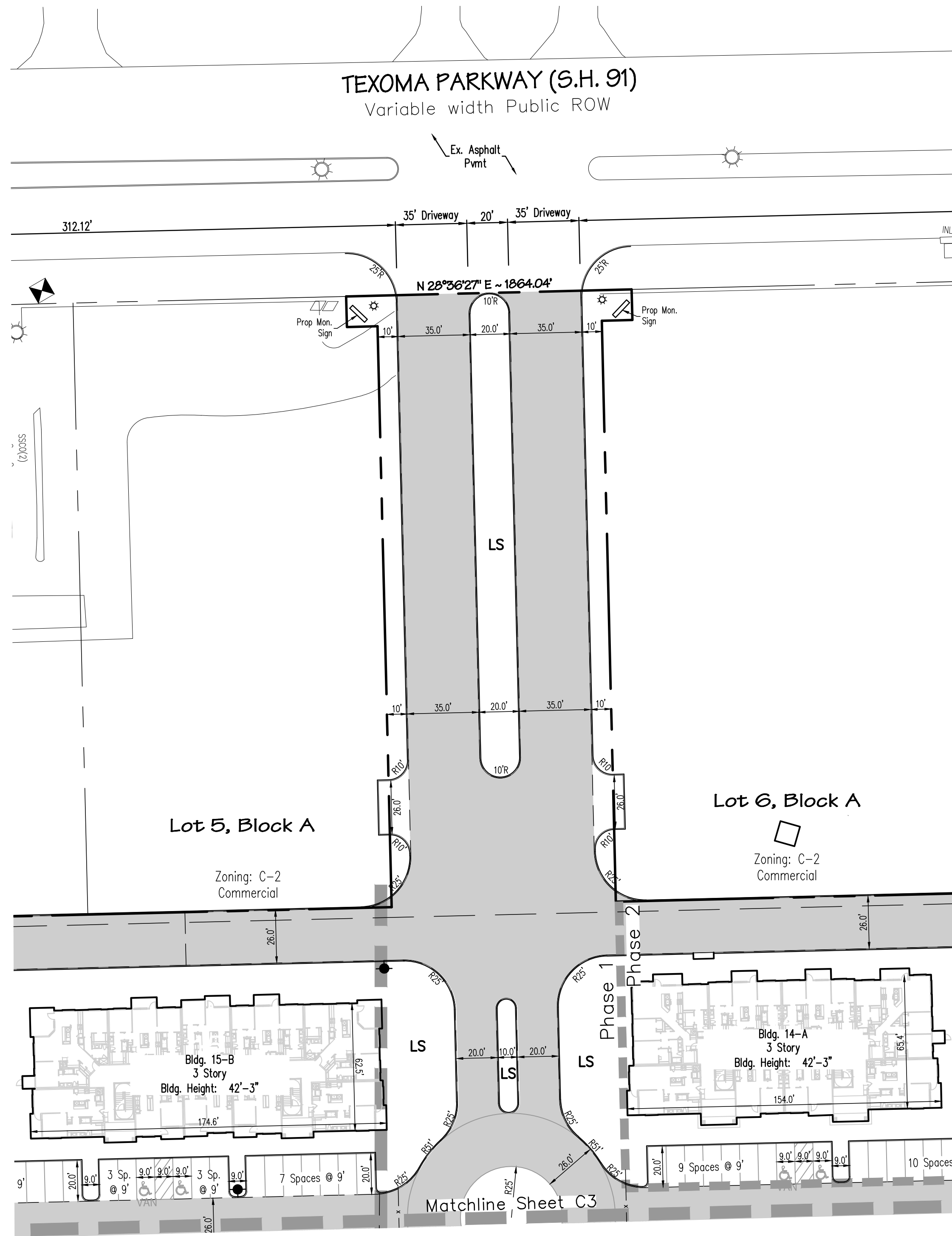
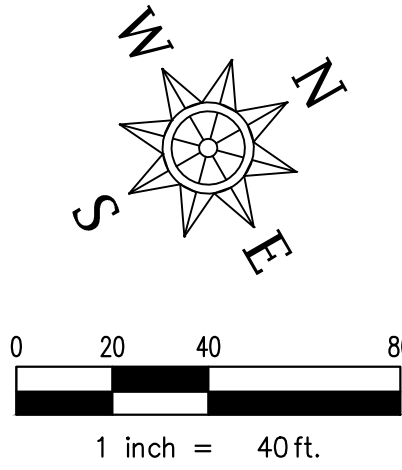
ENGINEER / SURVEYOR / APPLICANT
Sparks Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBP# No. F-2121
Contact: David Bond

OWNER/DEVELOPER
Sherman NEC Texoma & 82, LP
7500 San Jacinto
Plano, TX, 75074
Telephone: (972) 980-9686
Contact: Jim Duggan



SITE PLAN 2
SHERDEN MALL MULTIFAMILY
IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
REUBEN HENDRIX SURVEY ABSTRACT NO. 504
1,354,960 Sq. Ft./31.106 Acres

ENGINEER / SURVEYOR / APPLICANT Splars Engineering, Inc. 765 Ouster Road, Suite 100 Piano, TX 75075 Telephone: (972) 422-0077 TBPE No. F-2121 Contact: David Bond	OWNER/DEVELOPER Sherman NEC Texoma & 82, LP 7500 San Jacinto Piano, TX, 75074 Telephone: (972) 980-9686 Contact: Jim Duggan
--	---



SITE DATA		LOT 1, BLOCK 1
Proposed Use:	Multifamily	
Lot Area (Gross/Net):	44.249 Ac. (1,927,486 S.F.)	
Existing Zoning:	C2	
Proposed Zoning:	R2	
Building Footprint:	Type A - 10,273 Sq. Ft. Type B - 11,315 Sq. Ft. Type C - 9,991 Sq. Ft. Total: 49,955 Sq. Ft.	
Building Area:	Type A - 29,729 Sq. Ft. Type B - 33,015 Sq. Ft. Type C - 28,867 Sq. Ft. Total: 824,506 Sq. Ft.	
Floor Area Ratio(FAR):	0.29:1	
Impervious Area:	559,281 Sq. Ft. Total	
Landscape Area:	756,385 Sq. Ft. Total	
Required Parking	1,062	
Surface Parking	1,275	
HC Surface Parking	30	
Detached Garage	189	
HC Detached Garage	3	
Total Parking Provided:	1,497 Spaces (Incl. 30 HC)	

Building Type		A	B	C
Number of Buildings		4	17	5
Unit Type	# of Bedrooms	Number of Units		
A1	1		9	
A2	1	6	3	6
A3	1		6	6
B1	2	6	6	6
B2	2		6	6
C1	3		6	
Total Units per Building Type		24	30	24
Total Bedrooms per Building Type		42	42	36
		Total Bedrooms		1062

Building Tabulation

Sherman MF -- Phase 1					
Unit Tabulation					
Type	Area	No.	%	Total Area	
A1	602	81	13.42%	48,726	
A2	700	63	12.15%	44,100	
A3	807	90	20.00%	72,630	
B1	984	90	24.39%	88,560	
B2	1,182	78	25.39%	92,196	
C1	1,406	12	4.65%	16,872	
Total		324	100.00%	363,084	

Average Unit Size : 946.83

Garage Tabulation

Building Types				
Bldg. No.	A	B	C	Total
A1	2	9	4	15
A2	6	3	6	63
A3	6	6	6	90
B1	6	6	6	90
B2	6	6	6	78
C1	6			12

Units/Bldg. 24 30 24
Units/Bldg. Type 48 270 96 414

Sherman MF -- Phase 2					
Unit Tabulation					
Type	Area	No.	%	Total Area	
A1	602	72	23.08%	43,344	
A2	700	42	13.46%	29,400	
A3	807	66	21.15%	53,262	
B1	984	66	21.15%	64,944	
B2	1,182	54	17.31%	63,828	
C1	1,406	12	3.85%	16,872	
Total		312	100.00%	271,650	

Average Unit Size : 870.67

Building Types				
Bldg. No.	A	B	C	Total
A1	2	8	1	11
A2	6	3	6	42
A3	6	6	6	66
B1	6	6	6	66
B2	6	6	6	54
C1	6			12

Units/Bldg. 24 30 24
Units/Bldg. Type 48 240 24 312

Sherman MF -- Total					
Unit Tabulation					
Type	Area	No.	%	Total Area	
A1	602	153	21.07%	92,070	
A2	700	105	14.46%	73,500	
A3	807	156	21.49%	125,892	
B1	984	156	21.49%	153,504	
B2	1,182	132	18.18%	156,024	
C1	1,406	24	3.31%	33,744	
Total		726	100.00%	634,734	

Average Unit Size : 874.34

Building Types				
Bldg. No.	A	B	C	Total
A1	4	17	5	26
A2	6	3	6	105
A3	6	6	6	156
B1	6	6	6	156
B2	6	6	6	132
C1	6			24

Units/Bldg. 24 30 24
Units/Bldg. Type 96 510 120 726

LEGEND



FIRELANE, ACCESS, & UTILITY EASEMENT



PHASELINE

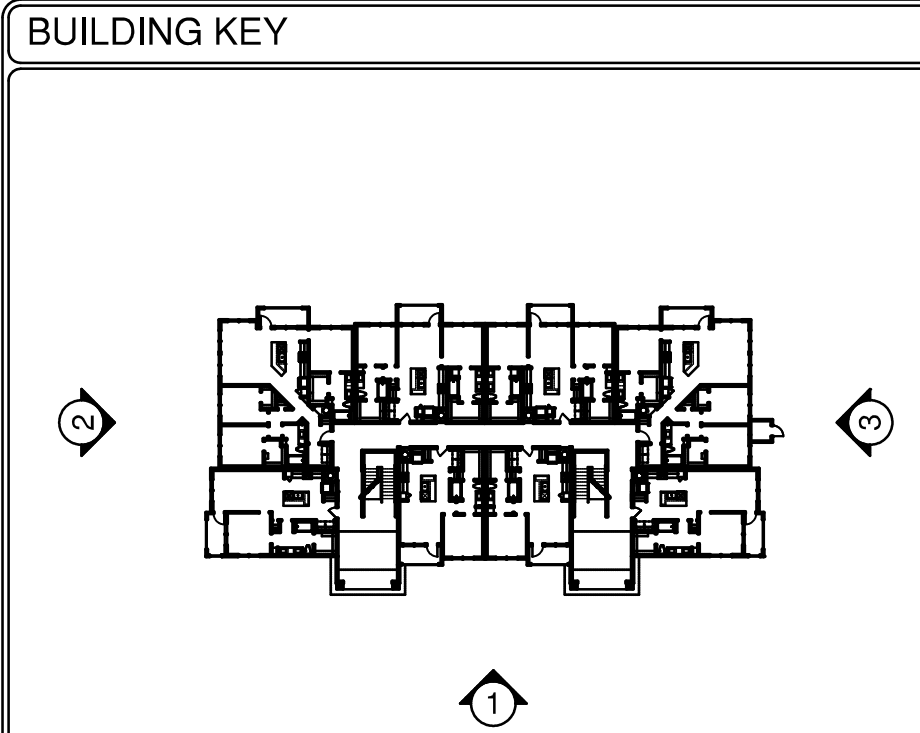
Note:
Handicap parking is provided in accordance with ADA standards

SITE PLAN 3

SHERDEN MALL MULTIFAMILY
IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
REUBEN HENDRIX SURVEY ABSTRACT NO. 504
1,354,960 Sq. Ft./31.106 Acres

ENGINEER / SURVEYOR / APPLICANT
Spiars Engineering, Inc.
765 Guster Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPE No. E-2121
Contact: David Bond

OWNER/DEVELOPER
Sherman NEC Texoma & 82, LP
7500 San Jacinto
Plano, Tx, 75074
Telephone: (972) 980-9686
Contact: Jim Duggan



MATERIALS KEY

NOTE: SQUARE FOOTAGE IS AN ESTIMATION FOR CITY PURPOSES ONLY. NOT TO BE USED FOR BIDDING PURPOSES.

FACADE TREATMENT MATERIALS	
	STC STUCCO
	FIBER CEMENT BOARD & BATTEN
	MANUFACTURED STONE NATURAL APPEARANCE
ACCENT MATERIALS	
	COMP. SHINGLES
	AWN METAL AWNINGS

LEGEND

	ELECTRIC METER LOCATION
	WP WALL PACK
T.O.P.	TOP OF PLATE
T.O.S.	TOP OF SLAB
T.O.D.	TOP OF DECK
T.O.H.	TOP OF HEEL

NOTES

MATERIALS SHALL CONTINUE AROUND EXTERIOR CORNERS.

REVISIONS

SHERMAN MULTIFAMILY

414 APARTMENT UNITS IN SHERMAN, TEXAS

NE DEVELOPMENT

NOT FOR
REGULATORY APPROVAL,
PERMITTING,
OR CONSTRUCTION

HEDK ARCHITECTS

4595 EXCEL PARKWAY ADDISON, TX 75001
214.320.8878
hedk.com

DATE
01-24-2022

PROJECT
20183

SHEET NUMBER

A4-00

BUILDING 'A'
ELEVATION

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2 BUILDING TYPE 'A' END ELEVATION

SCALE: 1/8" = 1'-0"



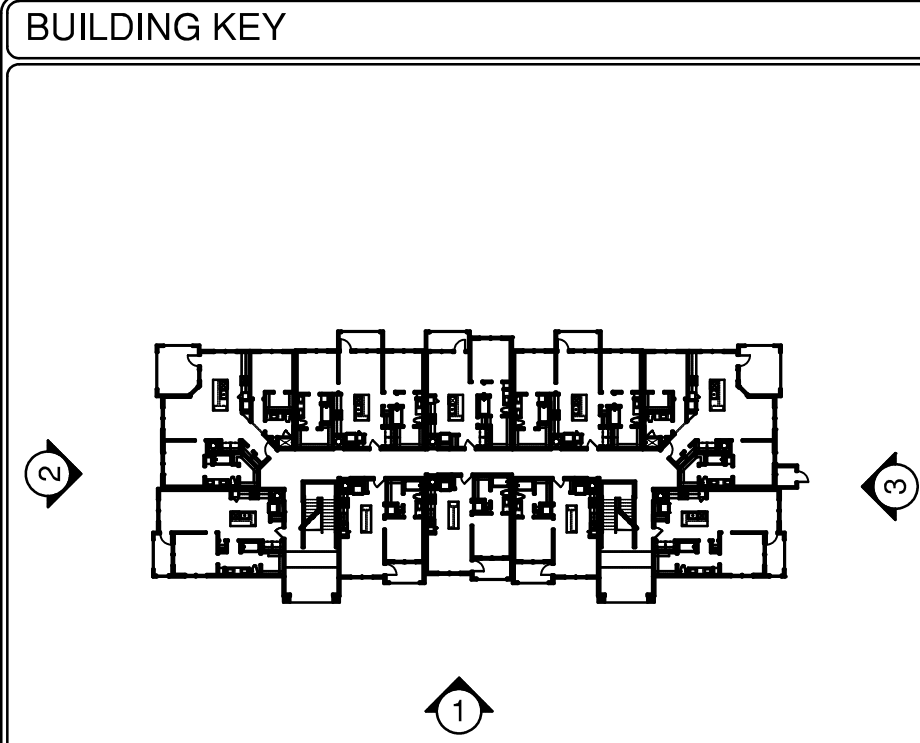
3 BUILDING TYPE 'A' END ELEVATION

SCALE: 1/8" = 1'-0"



1 BUILDING TYPE 'A' FRONT ELEVATION

SCALE: 1/8" = 1'-0"



MATERIALS KEY

NOTE:
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NOT TO BE USED FOR BIDDING PURPOSES.

FACADE TREATMENT MATERIALS

	STC	STUCCO
		FIBER CEMENT BOARD & BATTEN
		MANUFACTURED STONE NATURAL APPEARANCE

ACCENT MATERIALS

		COMP. SHINGLES
	AWN	METAL AWNINGS

LEGEND

	ELECTRIC METER LOCATION
	WALL PACK

T.O.P. TOP OF PLATE
T.O.S. TOP OF SLAB
T.O.D. TOP OF DECK
T.O.H. TOP OF HEEL

NOTES

MATERIALS SHALL CONTINUE AROUND EXTERIOR CORNERS.

REVISIONS



2 BUILDING TYPE 'B' END ELEVATION
SCALE: 1/8" = 1'-0"



3 BUILDING TYPE 'B' END ELEVATION
SCALE: 1/8" = 1'-0"



1 BUILDING TYPE 'B' FRONT ELEVATION
SCALE: 1/8" = 1'-0"

SHERMAN MULTIFAMILY
414 APARTMENT UNITS IN SHERMAN, TEXAS
NE DEVELOPMENT

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REGULATORY APPROVAL,
PERMITTING,
OR CONSTRUCTION

HEDK
ARCHITECTS
4596 EXCEL PARKWAY ADDISON, TX 75001
214-320-8878
hedk.com

DATE
01-24-2022

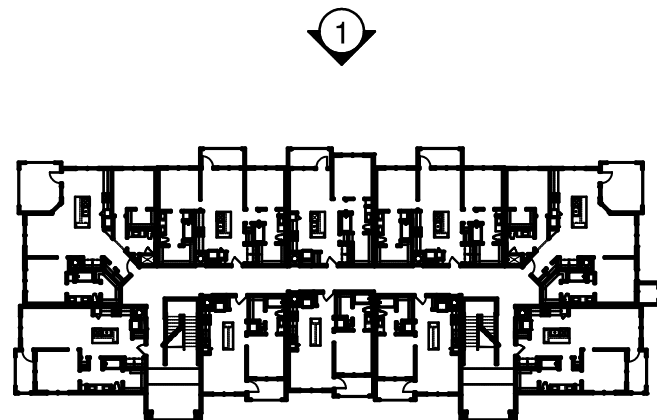
PROJECT
20183

SHEET NUMBER

A4-10
BUILDING 'B'
ELEVATION

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BUILDING KEY



MATERIALS KEY

NOTE:
SQUARE FOOTAGE IS AN ESTIMATION FOR CITY PURPOSES ONLY.
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FACADE TREATMENT MATERIALS

	STC	STUCCO
		FIBER CEMENT BOARD & BATTEN
		MANUFACTURED STONE NATURAL APPEARANCE

ACCENT MATERIALS

		COMP. SHINGLES
	AWN	METAL AWNINGS

LEGEND

ELECTRIC METER LOCATION

WALL PACK

T.O.P. TOP OF PLATE
T.O.S. TOP OF SLAB
T.O.D. TOP OF DECK
T.O.H. TOP OF HEEL

NOTES

MATERIALS SHALL CONTINUE AROUND EXTERIOR CORNERS.

REVISIONS	

SHERMAN MULTIFAMILY

414 APARTMENT UNITS IN SHERMAN, TEXAS

NE DEVELOPMENT

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REGULATORY APPROVAL,
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OR CONSTRUCTION



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DATE
01-24-2022

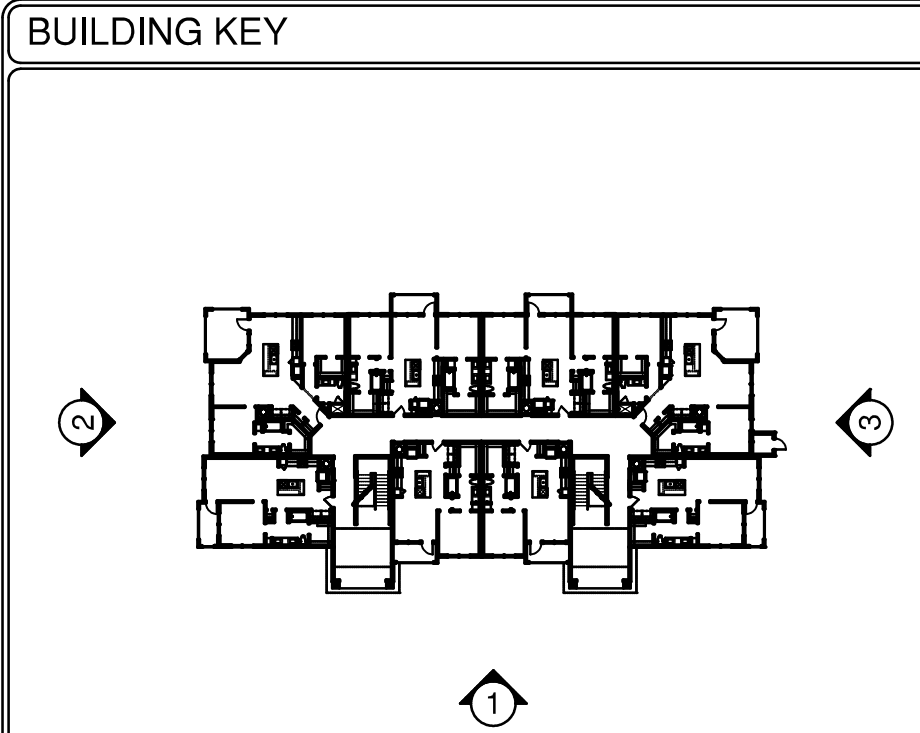
PROJECT
20183

SHEET NUMBER

A4-11
BUILDING 'B'
ELEVATION



1 BUILDING TYPE 'B' REAR ELEVATION
SCALE: 1/8" = 1'-0"



MATERIALS KEY

NOTE: SQUARE FOOTAGE IS AN ESTIMATION FOR CITY PURPOSES ONLY. NOT TO BE USED FOR BIDDING PURPOSES.

FACADE TREATMENT MATERIALS

	STC	STUCCO
		FIBER CEMENT BOARD & BATTEN
		MANUFACTURED STONE NATURAL APPEARANCE
ACCENT MATERIALS		
		COMP. SHINGLES
	AWN	METAL AWNINGS

LEGEND

	ELECTRIC METER LOCATION
	WALL PACK

T.O.P.	TOP OF PLATE
T.O.S.	TOP OF SLAB
T.O.D.	TOP OF DECK
T.O.H.	TOP OF HEEL

NOTES

MATERIALS SHALL CONTINUE AROUND EXTERIOR CORNERS.

REVISIONS

SHERMAN MULTIFAMILY

414 APARTMENT UNITS IN SHERMAN, TEXAS

NE DEVELOPMENT

NOT FOR
REGULATORY APPROVAL,
PERMITTING,
OR CONSTRUCTION

HEDK ARCHITECTS

4595 EXCEL PARKWAY ADDISON, TX 75001
214.320.8878
hedk.com

DATE

01-24-2022

PROJECT

20183

SHEET NUMBER

A4-20

BUILDING 'C'
ELEVATION



2 BUILDING TYPE 'C' END ELEVATION

SCALE: 1/8" = 1'-0"



3 BUILDING TYPE 'C' END ELEVATION

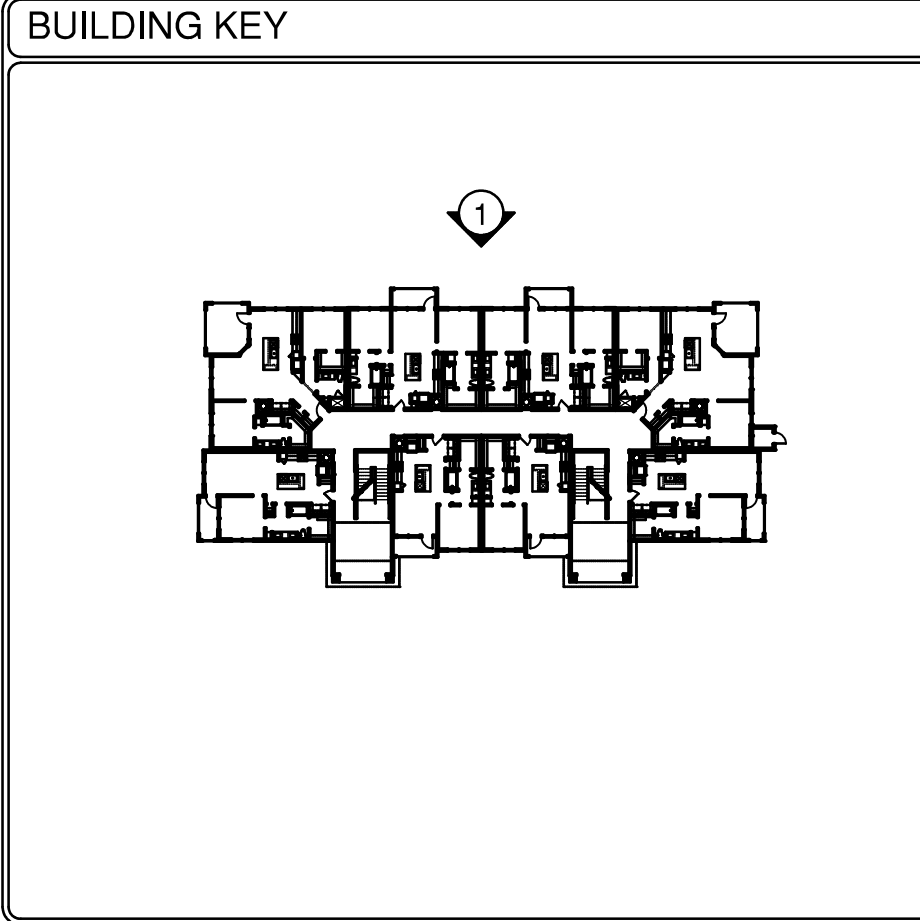
SCALE: 1/8" = 1'-0"



1 BUILDING TYPE 'C' FRONT ELEVATION

SCALE: 1/8" = 1'-0"

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MATERIALS KEY

NOTE:
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NOT TO BE USED FOR BIDDING PURPOSES.

FACADE TREATMENT MATERIALS	
	STC STUCCO
	FIBER CEMENT BOARD & BATTEN
	MANUFACTURED STONE NATURAL APPEARANCE
ACCENT MATERIALS	
	COMP. SHINGLES
	AWN METAL AWNINGS

LEGEND

	ELECTRIC METER LOCATION
	WP WALL PACK
T.O.P.	TOP OF PLATE
T.O.S.	TOP OF SLAB
T.O.D.	TOP OF DECK
T.O.H.	TOP OF HEEL
NOTES	
MATERIALS SHALL CONTINUE AROUND EXTERIOR CORNERS.	

REVISIONS

SHERMAN MULTIFAMILY

414 APARTMENT UNITS IN SHERMAN, TEXAS

NE DEVELOPMENT

NOT FOR
REGULATORY APPROVAL,
PERMITTING,
OR CONSTRUCTION

HEDK ARCHITECTS

4595 EXCEL PARKWAY ADDISON, TX 75001
214.320.8878
hedk.com

DATE
01-24-2022

PROJECT
20183

SHEET NUMBER
A4-21
BUILDING 'C'
ELEVATION



1 BUILDING TYPE 'C' REAR ELEVATION
SCALE: 1/8" = 1'-0"

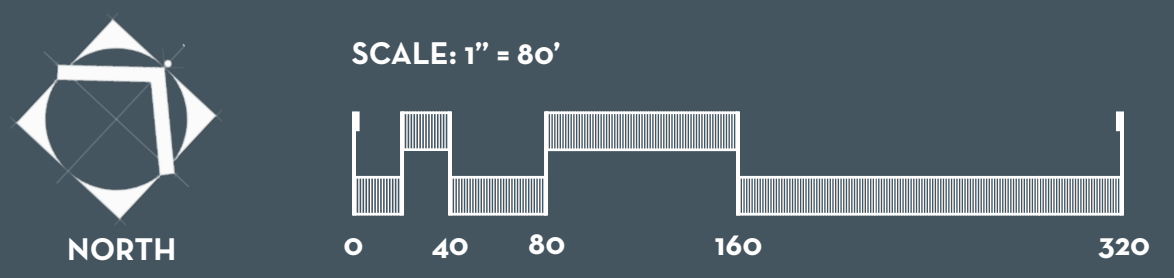


DATE: 02/08/22
PROJECT # 002-08



SHERMAN MULTIFAMILY LANDSCAPE PLAN

SHERMAN, TX



January 24, 2022

City of Sherman
Planning and Zoning Department
220 W Mulberry,
Sherman, Texas 75090

Re: **Sherdan Mall Multifamily
Zoning Change Request**

To Whom it May Concern:

The intent of the proposed development is to construct a multifamily community which would accommodate new residents moving to Sherman. The purpose of this request is to change the current zoning of the property from Commercial (C-2) to Residential (R-2) to allow for the use of the proposed development. The development proposes to construct 27 buildings – one amenities building and 26 residential buildings. The development will also include detached garages for the residents' use.

We are excited to present this application for your consideration, and look forward to working together during the zoning and permitting processes.

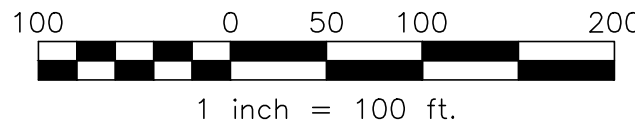
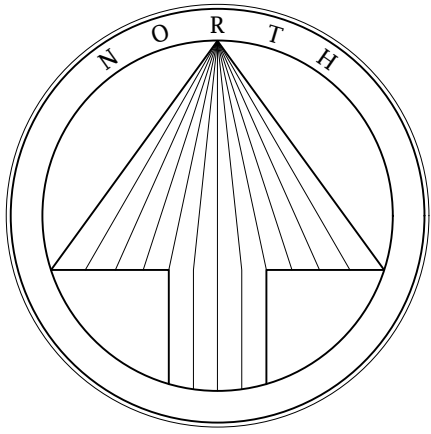
If you have any questions, please do not hesitate to contact me.

Sincerely,
Spiars Engineering, Inc.

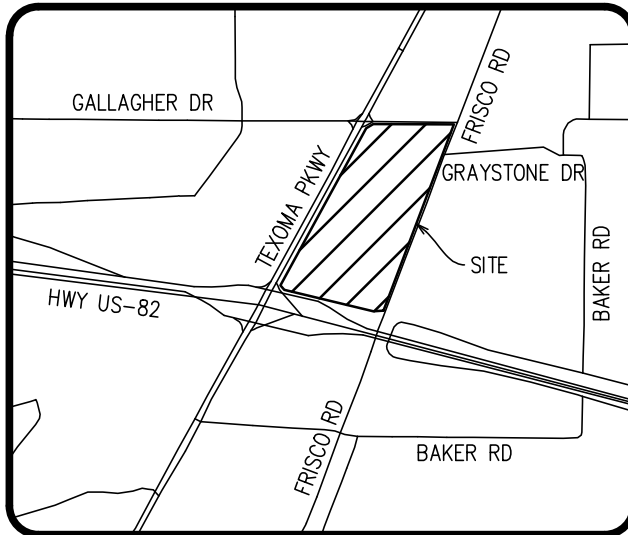


David J. Bond, P.E.



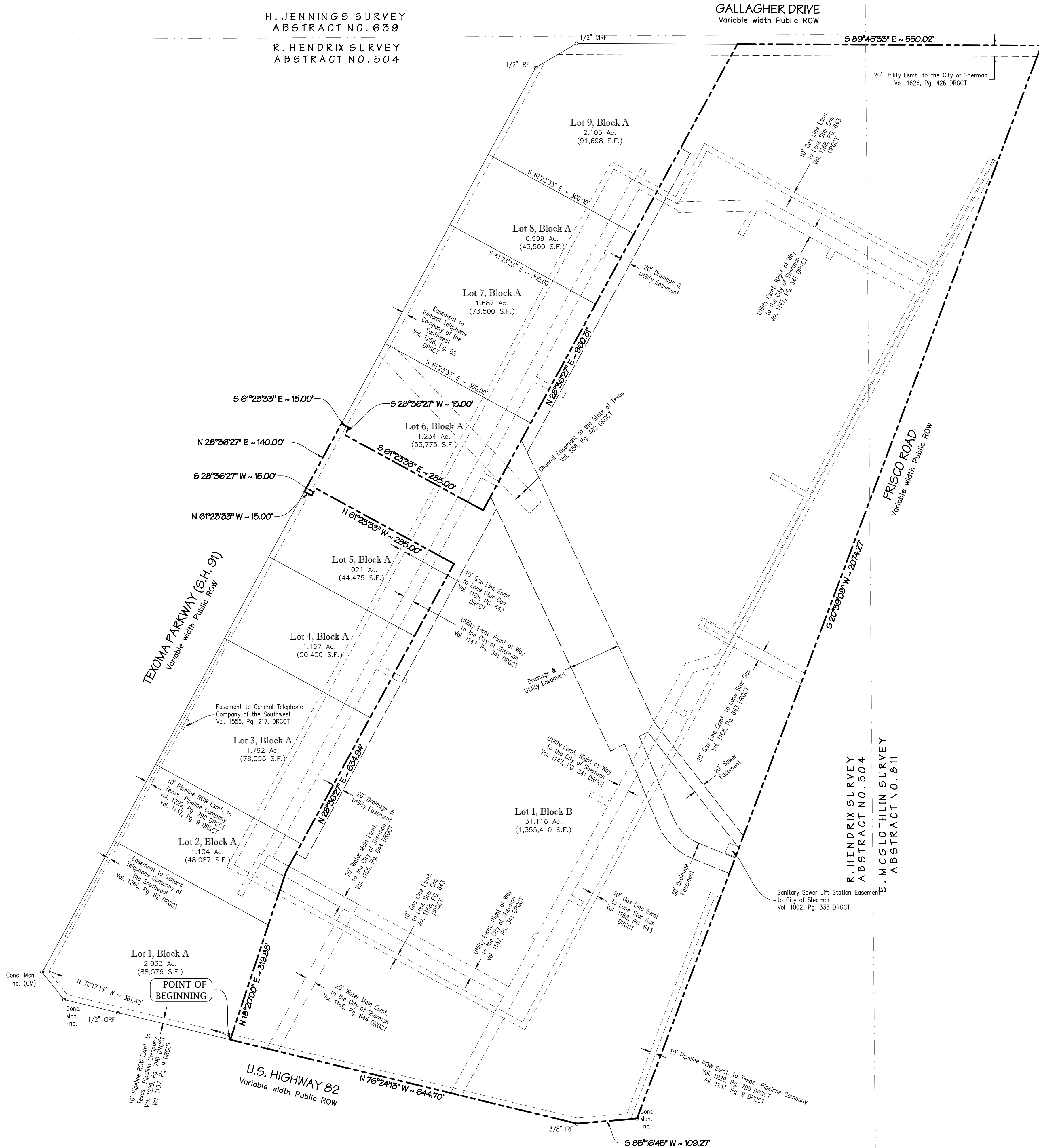


Basis of bearing: State Plane
Coordinate System, North Texas
Central Zone 4202, North American
Datum of 1983. Adjustment
Realization 2011.



LOCATION MAP
1" = 2000'

LEGEND	
○	1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPARSANO" SET, UNLESS OTHERWISE NOTED.
—	IRF IRON ROD FOUND
—	CIRF CAPPED IRON ROD FOUND
—	CM CONTROL MONUMENT



LEGAL DESCRIPTION

STATE OF TEXAS §
COUNTY OF GRAYSON §

BEING a tract of land situated in the Reuben Hendrix Survey, Abstract No. 504 and the Sam M. McGlothlin Survey, Abstract No. 811, City of Sherman, Grayson County, Texas, being a portion of a tract conveyed to Entlesherm, by deed recorded in Volume 2709, Page 421 of the Deed Records, Grayson County, Texas, being more particularly described as follows:

BEGINNING at a point from which a concrete monument found at the northern end of a corner clip at the intersection of the northern line of U.S. Highway 82 (variable width public right-of-way) and the southeast line of Texoma Parkway (S.H. 91) (variable width public right-of-way) bears N 70°17'14" W, 361.40 feet;

THENCE N 18°20'00" E, 319.88 feet;

THENCE N 28°36'27" E, 57.75 feet;

THENCE N 28°36'27" E, 634.94 feet;

THENCE N 61°23'33" W, 285.00 feet;

THENCE S 28°36'27" W, 15.00 feet;

THENCE N 61°23'33" W, 15.00 feet;

THENCE N 28°36'27" E, 140.00 feet;

THENCE S 61°23'33" E, 15.00 feet;

THENCE S 28°36'27" W, 15.00 feet;

THENCE S 61°23'33" E, 285.00 feet;

THENCE N 28°36'27" E, 960.31 feet;

THENCE S 89°45'33" E, 550.02 feet;

THENCE S 20°39'08" W, 2074.27 feet;

THENCE S 85°16'45" W, 109.27 feet;

THENCE N 76°24'13" W, 644.70 feet to the POINT OF BEGINNING with the subject tract containing 1,355,410 square feet or 31.116 acres of land.

ZONING EXHIBIT

SHERADEN MALL

PROPOSED LOT 1, BLOCK B
BEING 42.249 ACRES IN THE
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

OWNER / APPLICANT
Sherman NEO Texoma & 82, LP
7500 San Jacinto
Plano, Texas 75074
Telephone (972) 980-9686
Contact: Jim Duggan

ENGINEER / SURVEYOR
Spars Engineering, Inc.
765 Custer Road, Suite 100
Plano, Texas 75075
Telephone: (972) 422-0077
TBPELS No. F-2121 and No. F-10043100
Contact: David Bond

STAFF REVIEW LETTER

February 15, 2022

Sherman NEC Texoma & 82, LP
7500 San Jacinto
Plano, TX 75024

Spiars Engineering, Inc.
765 Custer Rd., Ste. 100
Plano, TX 75075

David Bond
501 W. George Bush Hwy Ste. 200
Richardson, TX 75080

HDK Architects
4595 Excel Pkwy
Adison, TX 75001

Dear Applicants,

The request for a zone change and site plan approval for Sherden Mall Multi-Family Complex under Ordinance No. 2280, Section 12, from a C-2 (General Commercial) District to an R-2 (Multi-Family Residential) District located at 3209 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, February 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 R-2 (Multi-Family Residential) District, the Sign Ordinance, the Fence Ordinance and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.4; Sec. 7(13), Section 7 (14) and Sec. 17.*)
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. No building shall exceed 45 feet in height unless an exception is granted. (*Chapter 14, Exhibit A, Sec. 6.4*)
4. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
5. Freestanding signs are not allowed in an R-2 (Multi-Family Residential) District.
6. A mutual access easement will need to be filed at the Grayson County Courthouse before a building permit will be issued.
7. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 6.4 and Section 7, Subsection 10(b)*)
8. The trash dumpster will need to be located inside the main building area and screened. (*Chapter 14, Exhibit A, Section 7, Subsection 13(d)(4)*)
9. Screening of the property is required. (*Chapter 14, Exhibit A, Section 7, Subsection 13(d)*)
10. 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)*)
11. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article. 13.11*)
12. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval,

at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.

13. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

14. Platting of the property is required. *Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004*
15. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
16. Proposed drive approach off of Gallagher Drive does not meet City standard.
17. Access Easement required for shared drive off of Hwy. 82 service road.
18. Permanent structures will not be permitted to encroach into any easements.
19. Proposed Monument signs appear to encroach into proposed platted easements. Relocation of signs or encroachment easement required.
20. Right of Way dedication may be required along Frisco Road and Gallagher Drive with plat. Site plan resubmittal may be required to reflect right of way dedication.
21. 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.*
22. The location of the trash receptors must be approved by the Public Works Department.
23. 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 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. 21.

Meeting Date: 02/22/2022

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:

3209 TEXOMA PARKWAY

The request of Sherman NEC Texoma & 82, L.P. (Owners), David Bond (Representative), Spiars Engineering, Inc. (Engineer/Surveyor) and HDK Architects (Architect) concerning the property at 3209 Texoma Parkway, being 31.116 acres in the Reuben Hendrix Survey, Abstract No. 811, as follows:

Planning and Zoning Commission

Zone change and site plan approval for Sherden Mall Multi-Family Complex under Ordinance No. 2280, Section 12, from a C-2 (General Commercial) District to an R-2 (Multi-Family Residential) District.

Background:

The property is located at 3209 Texoma Parkway between Gallagher Drive and Highway 82. The owner is requesting a zone change and site plan approval from a C-2 (General Commercial) District to an R-2 (Multi-Family Residential) District for a multifamily complex.

Adjacent Zoning:

C-2 (General Commercial) District

R-2 (Multi-Family Residential) District

R-1 (One Family Residential) District

M-1 (Light Manufacturing) District

Origination:

Sherman NEC Texoma & 82, L.P. (Owners)

David Bond (Representative)

Spiars Engineering, Inc. (Engineer/Surveyor)

HDK Architects (Architect)

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:

14

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Survey

Site Plan

Elevations

Landscape Plans

Narrative

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 8.

Meeting Date: 03/21/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6466

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 and 825 West Lamar Streets, 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 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 House of Eli (Owner), Tawni Hodge (Applicant) and Copley Land Surveying, Inc. (Surveyor) concerning the property at 123 South Ricketts and 825 West Lamar Streets, 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 (House of Eli, Owner; Tawni Hodge, Applicant and Copley Land Surveying, Surveyor) for a zone change approval under Ordinance No. 2280, Section 12, from an R-1 (One Family Residential) District to an R-2 (Multi-Family Residential) District.

Background:

The property is located at 123 South Ricketts Street and 825 West Lamar at the northeast corner of South Ricketts and West Lamar Streets.

The owner is requesting replat approval to combine the properties into two lots and 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 following have been approved for 123 South Ricketts:

- May 20, 2014 - Variance to allow a 0' rear setback for an existing nonconforming structure in lieu of 25' required for a transitional living home in an R-1 (One Family Residential) District.
 - May 20, 2014 - Specific Use Permit and site plan approval for an addition to the existing structure to allow The House of Eli, a Transitional Living Home in an R-1 (One Family Residential) District.
- Planning and Zoning Condition: Review in one year form Certificate of Occupancy

Origination:

House of Eli (Owner)
Tawni Hodge (Applicant)
Copley Land Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 22, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 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. 6466
Exhibit A
Location Map
Zoning Map
Zoning Sign Photo
Narrative
Site Plan
Proposed Expansion
Floor Plan
Building Elevations
Building Elevations
Parking
Staff Review Letter
P&Z Communication

ORDINANCE NO. 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; 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 – Replat**, attached hereto, located at 123 South Ricketts Street and 825 West Lamar Street, shall be rezoned and placed in the R-2 (Multi-Family Residential) District, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include such property.

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

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

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

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

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

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

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

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

INTRODUCED on this the 21st day of March, 2022.

ADOPTED on this the 21st day of March, 2022.

EFFECTIVE DATE on this the 21st day of March, 2022.

CITY OF SHERMAN, TEXAS

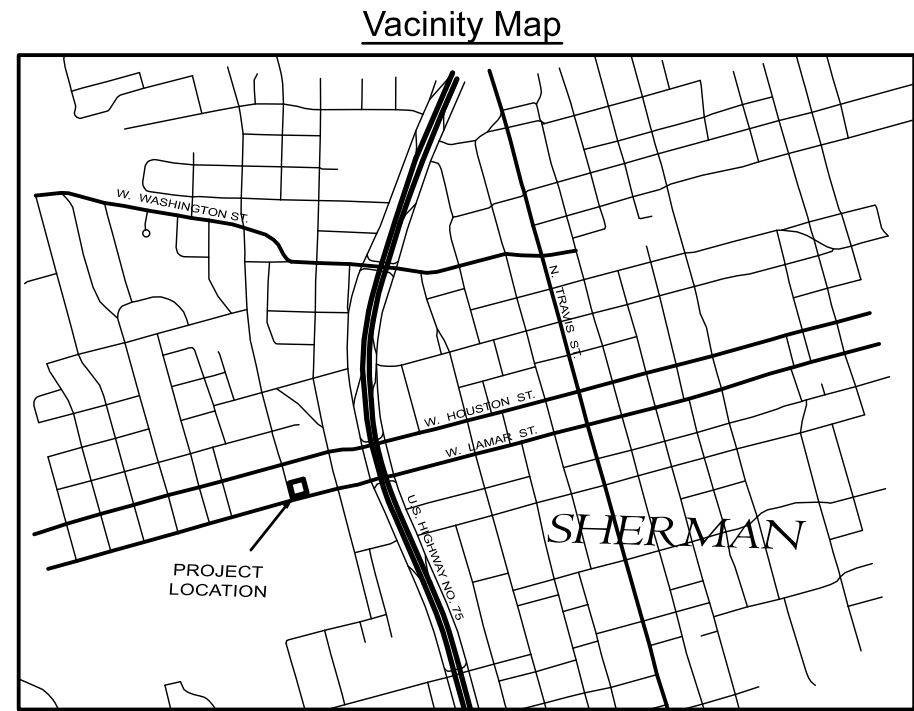
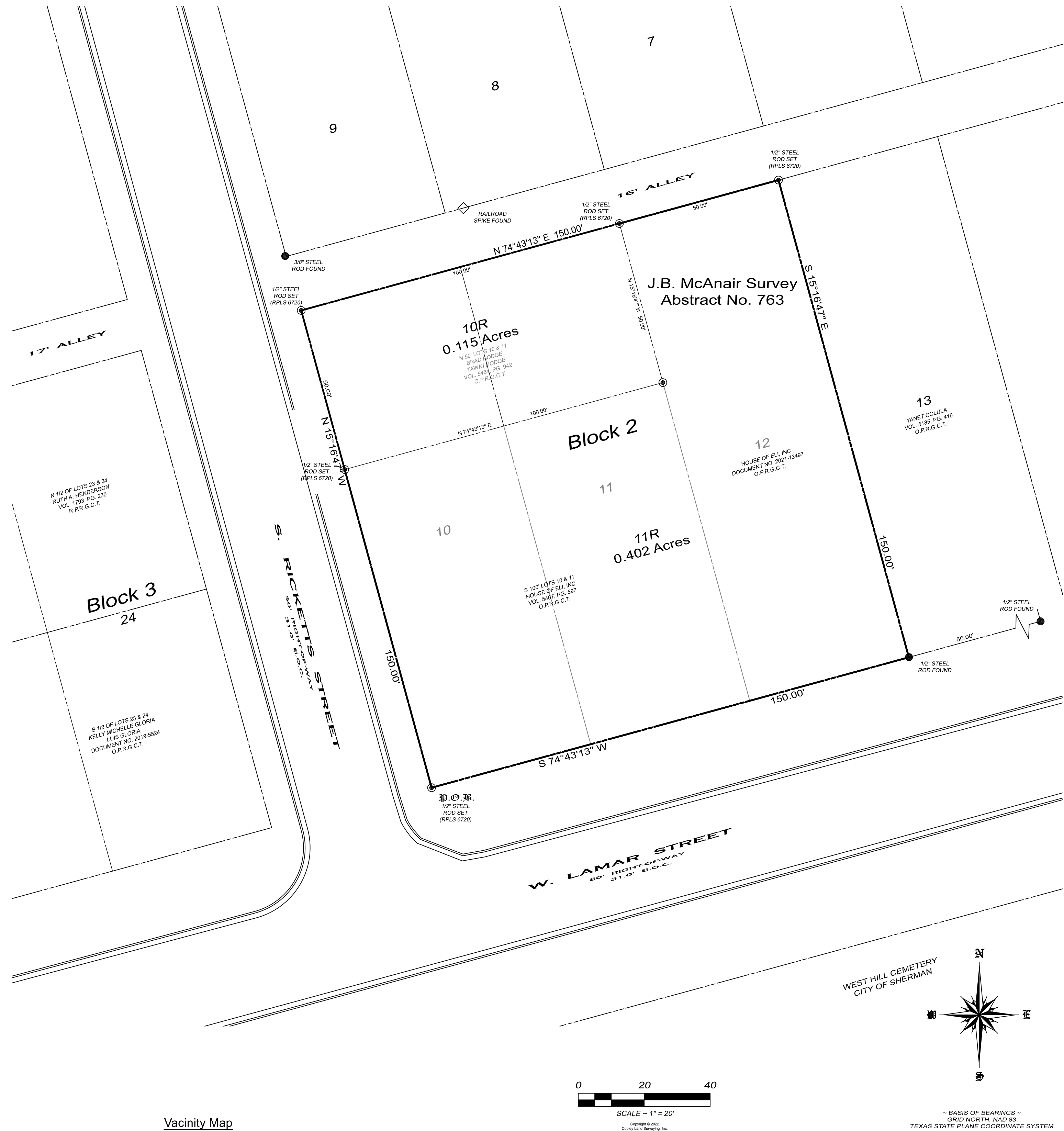
BY: _____
DAVID PLYLER, MAYOR

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



Replat of
Lots 10R & 11R, Block 2
G.Y. GRAYS 2'ND ADD.
Being a replat of Lots 10, 11 & 12
Block 2, G.Y. Grays 2'nd Addition, an
addition to the City of Sherman
Grayson County, Texas

Legal Description

Situated in the City of Sherman, County of Grayson, State of Texas, being a part of the J.B. McAnair Survey, Abstract No. 763, and being all of Lots 10, 11 and 12, Block 2, G.Y. Grays 2nd Add., an addition to the City of Sherman as shown by plat of record in Volume 134, Page 113, Deed Records, Grayson County, Texas and being the same tract of land conveyed to House of Eli, INC by deed of record in Volume 5467, Page 597, Official Public Records, Grayson County, Texas, and being all of Lot 12 conveyed to House of Eli, INC by deed of record in Document No. 2021-13497 of said Official Public Records, and being all of the north 50' of Lots 10 & 11 conveyed to Brad Hodge and wife Tawni Hodge by deed of record in Volume 5464, Page 942 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 the intersection of the north line of W. Lamar Street and the east line of S. Ricketts Street for the southwest corner of said Lot 10, and all of Block 2;

Thence **North 15°16'47" West**, along the east line of said S. Ricketts Street and the west line of said Lot 10, Block 2, a distance of **150.00 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 at the intersection of the west line of said S. Ricketts Street and the southwest corner of an alley, for the northwest corner of said Lot 10;

Thence **North 74°43'13" East**, along the south line of said alley and the north line of said Lots 10, 11 & 12, a distance of **150.00 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northeast corner of said Lot 12 and the northwest corner of said Lot 13;

Thence **South 15°16'47" East**, along the east line of said Lot 12, a distance of **150.00 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the north line of said W. Lamar Street for the southeast corner of said Lot 12 and the southwest corner of said Lot 13;

Thence **South 74°43'13" West**, along the north line of said W. Lamar Street and the south line of said Block 2, a distance of **150.00 feet** to the **Point-of-Beginning** and containing **0.517 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, HOUSE OF ELI, INC, 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 Lots 10R & 11R, Block 2 G.Y. GRAYS 2ND ADD., 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 Lots 10R & 11R, Block 2, G.Y. GRAYS 2ND 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: HOUSE OF ELI, INC

By: TAWNI HODGE
By: BRAD HODGE

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 replat 2 partial Lots into 1 Lot.

Owners Certificate & Dedication

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

That We, BRAD HODGE, TAWNI HODGE AND HOUSE OF ELI, INC, Owner and Developer, do hereby adopt this plat designating the hereinabove property as the Replat of Lots 10R & 11R, Block 2, G.Y. GRAYS 2'ND 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.

BRAD HODGE (LOT 10R)
OWNER

TAWNI HODGE (LOT 10R)
OWNER

TAWNI HODGE (LOT 11R)
DESIGNATED SIGNED FOR HOUSE OF ELI
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 BRAD HODGE 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 BRAD HODGE 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 Replat of Lots 10R & 11R, Block 2, G.Y. GRAYS 2'ND 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

Replat of
Lots 10R & 11R, Block 2
G.Y. GRAYS 2'ND ADD.
Being a replat of Lots 10, 11 & 12
Block 2, G.Y. Grays 2'nd Addition, an
addition to the City of Sherman
Grayson County, Texas



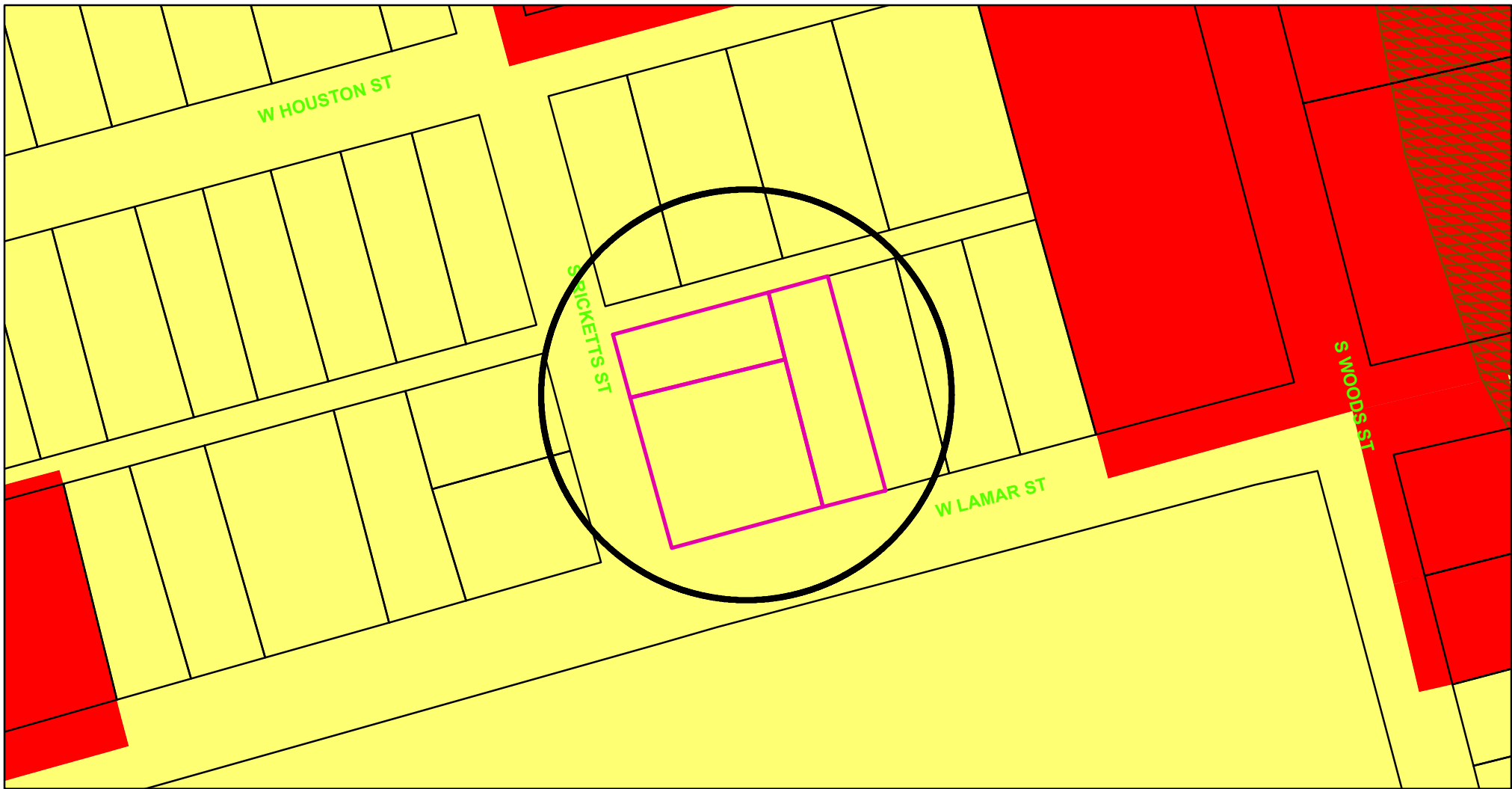
City of Sherman, Texas
Development Services Department

119 & 123 South Ricketts and 825 West Lamar Street



NOT TO SCALE

1 in = 100 ft



Zoning - 119 & 123 South Ricketts and 825 West Lamar Street

Legend

Special Districts Overlay DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

- FM 1417
- Sam 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

119 & 123 RICKETTS & 825 LAMAR



Proposed improvements for 123 S. Ricketts St. (House of Eli Main House)

House of Eli is a nonprofit entity that provides housing, care and training for young men aging out of foster care or juvenile justice. The residence is at 123 S. Ricketts St. Due to the success and growth of our program, we need to expand the living space of the home. We acquired the property behind us to facilitate that expansion.

We are requesting a replat to combine the two properties into one lot with multi-family use. This would enable us to expand the house.

In the next phase we would like to improve the small house located behind the main house to provide further office space or some other auxiliary space for our program and we need a variance for the setback on the east side of the property.

17' ALLEY

RAILROAD SPIKE FOUND

3/8" STEEL ROD FOUND

J.B. McAnair Survey
Abstract No. 763

N 50' LOTS 10 & 11
BRAD HODGE
TAWN HODGE
VOL. 6464 PG. 942
O.P.R.G.C.T.

PROPOSED
ELI EXPANSION

1/2" STEEL ROD SET (RPLS 6720)

100.00'

N 74°43'13" E

1/2" STEEL ROD SET (RPLS 6720)

50.00'

N 15°16'47" W

100.00'

S. RICKETS STREET
50' 21.0' B.O.C.

10

11R

0.230 Acres
S 100' LOTS 10 & 11
HOUSE OF ELI, INC
VOL. 5487, PG. 597
O.P.R.G.C.T.

ELI MAIN HOUSE

S 15°16'47" E

Block 2
12

LOT 12
HOUSE OF ELI, INC
DOCUMENT NO. 2021-13497
O.P.R.G.C.T.

Variance

13

ELI LUXURY BUILDING

100.00'

11"

44'

50.00'

1/2" STEEL ROD FOUND

50.00'

1/2" STEEL ROD FOUND

1/2" STEEL ROD SET (RPLS 6720)

100.00'

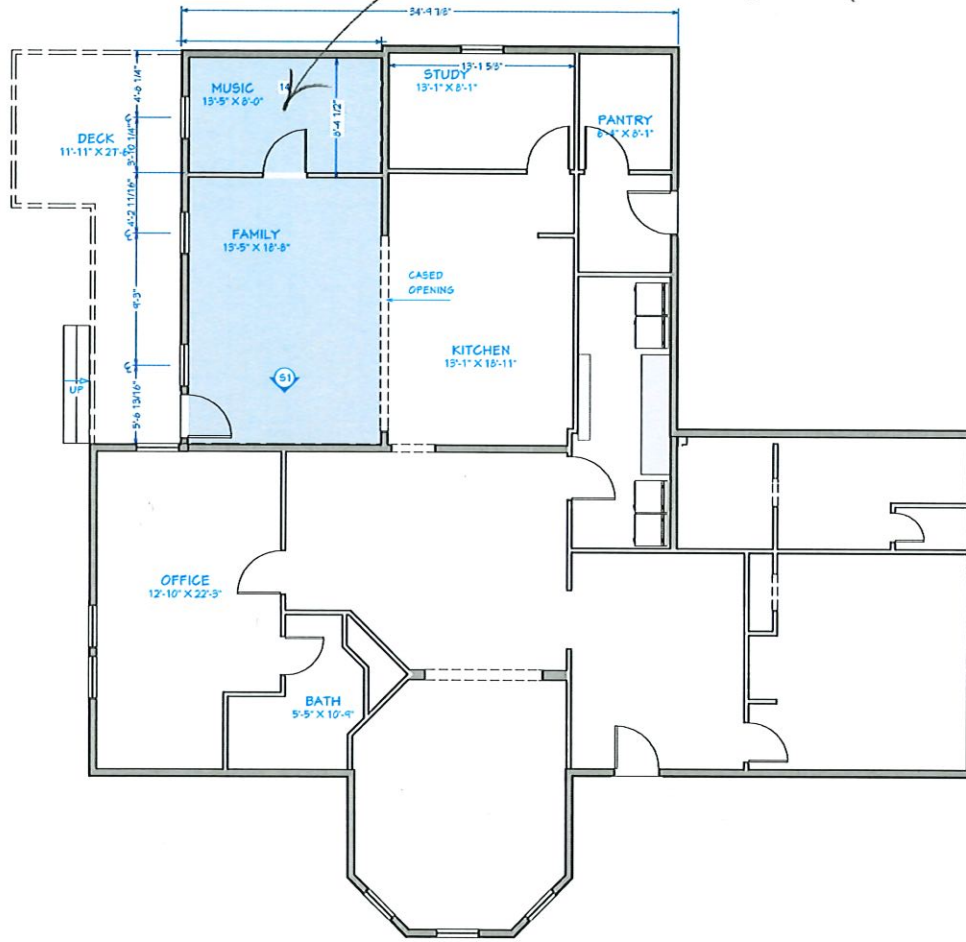
S 74°43'13" W

1/2" STEEL ROD SET (RPLS 6720)

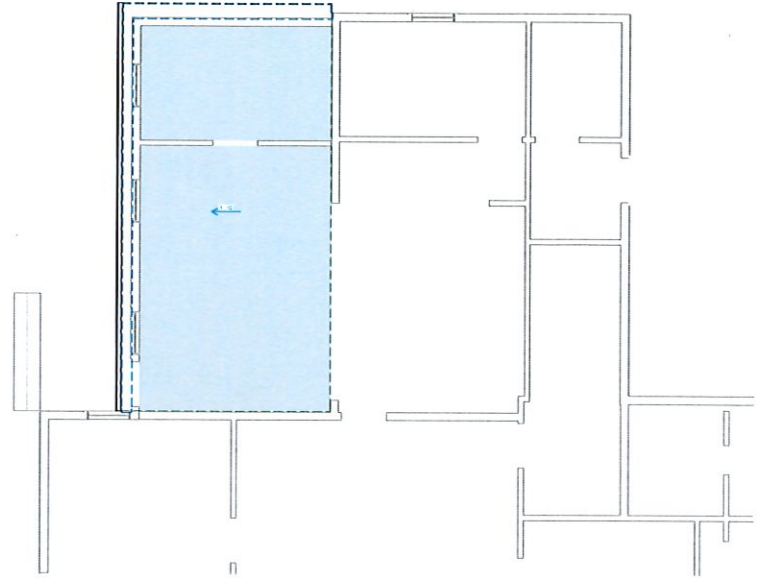
LAMAR STREET
10' RIGHT-OF-WAY
11.0' B.O.C.

PROPOSED EXPANSION SHADED BLUE
ADDITION TAKES IN PART OF EXISTING DECK
EXPANSION ADDS APPROX 359 SQ FT LIVING SPACE

PROPOSED
EXPANSION



LIVING AREA
2555 SQ FT



Roof Plan View

SITE VERIFY ALL MEASUREMENTS

A2 DATE: 8/9/2021 SCALE: 1/4"=1'

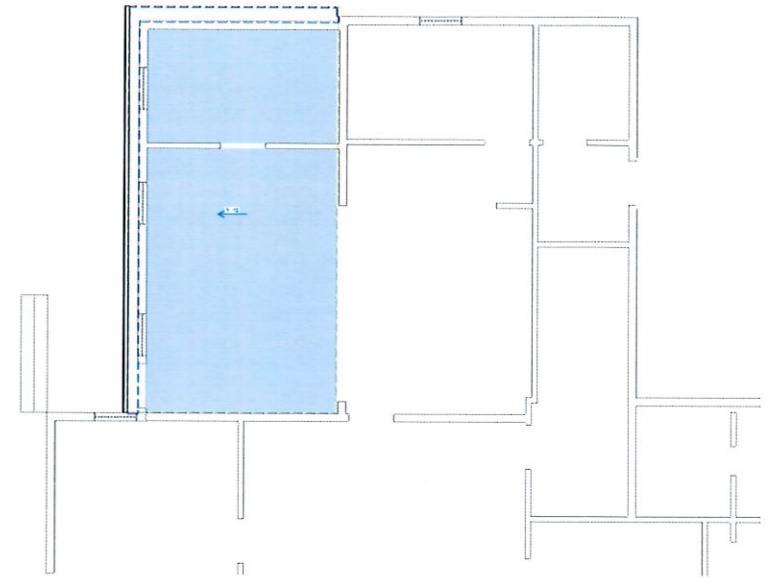
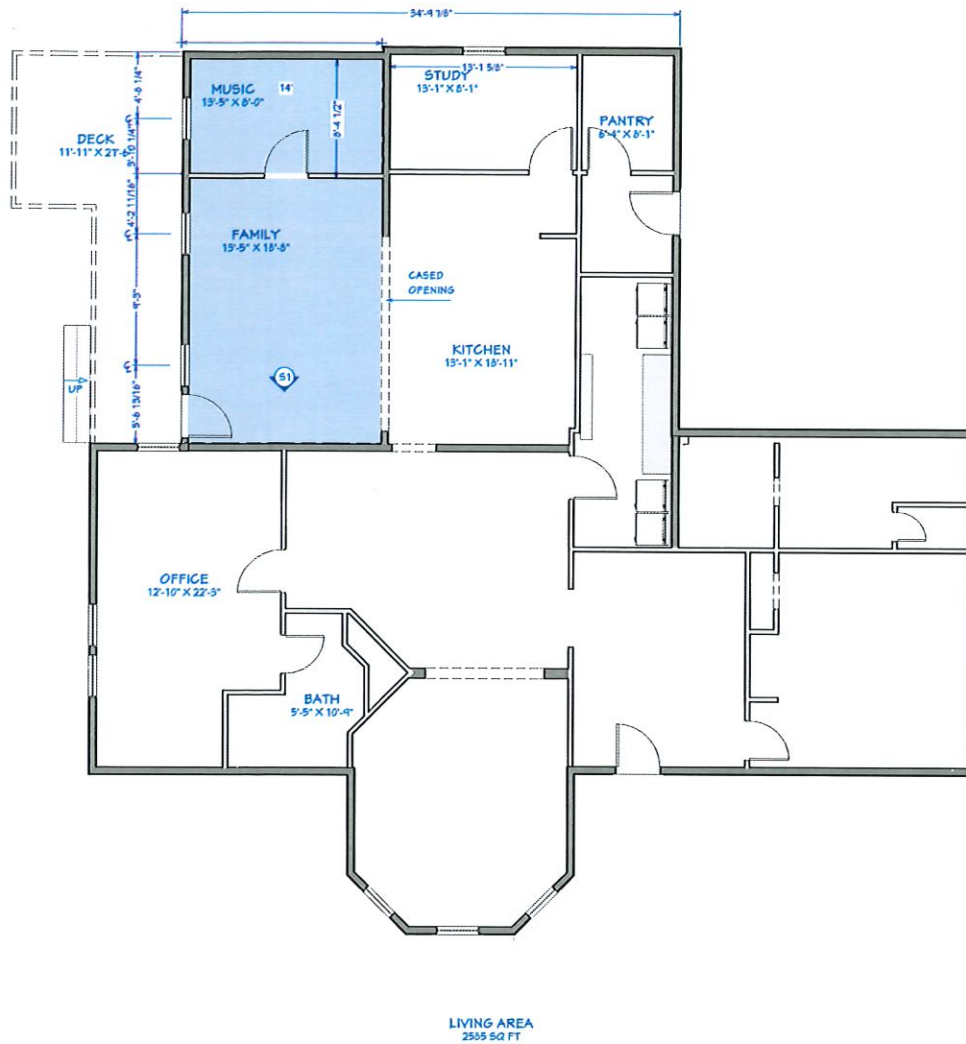
HOUSE OF ELI
123 S RICKETTS
SHERMAN, TX 75092

PROPOSED PLAN

KAREN CHILDRESS DESIGNS
903.615.3665
karenchildressdesigns@gmail.com



PROPOSED EXPANSION SHADED BLUE
ADDITION TAKES IN PART OF EXISTING DECK
EXPANSION ADDS APPROX 359 SQ FT LIVING SPACE

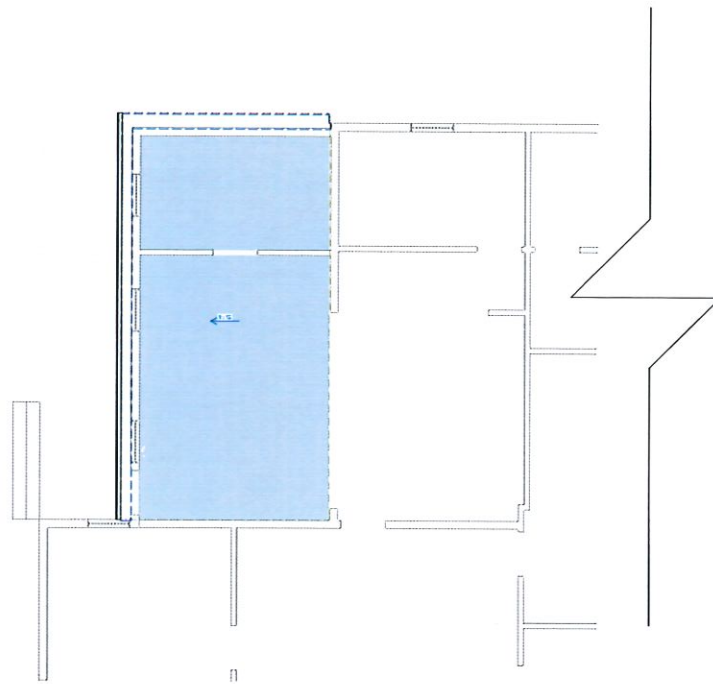


Roof Plan View

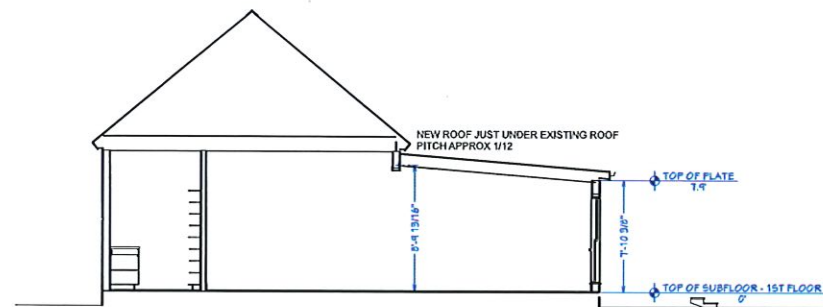
SITE VERIFY ALL MEASUREMENTS

A2	DATE: 8/9/2021	SCALE: 1/4"=1'	HOUSE OF ELI 123 S RICKETTS SHERMAN, TX 75042	PROPOSED PLAN	KAREN CHILDRESS DESIGNS 409.815.3665 karenchildressdesigns@gmail.com	KAREN CHILDRESS DESIGNS
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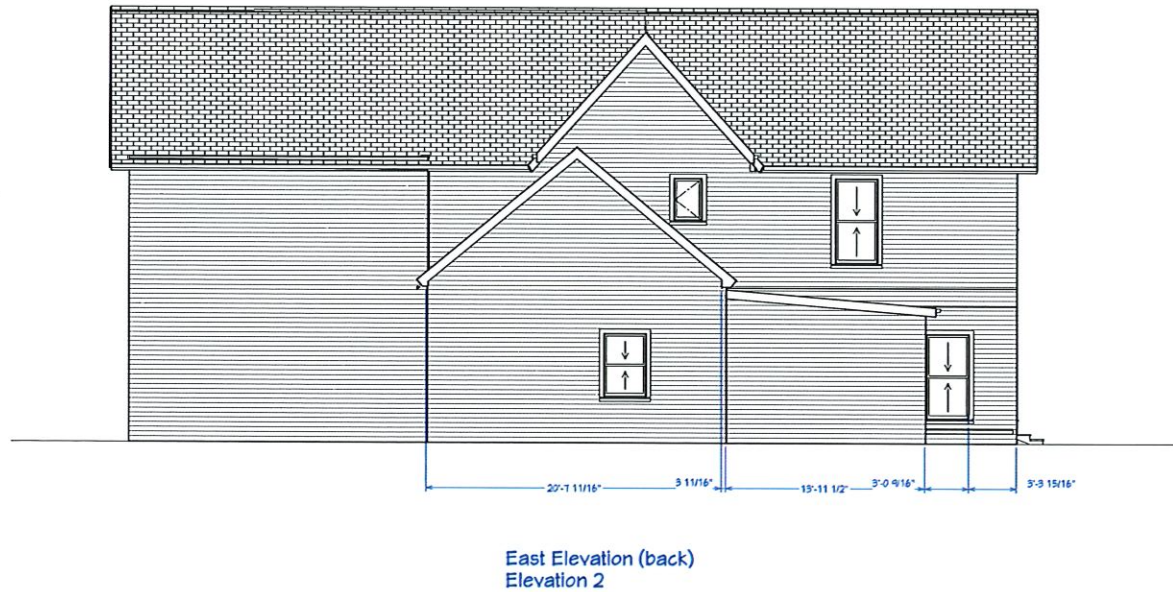
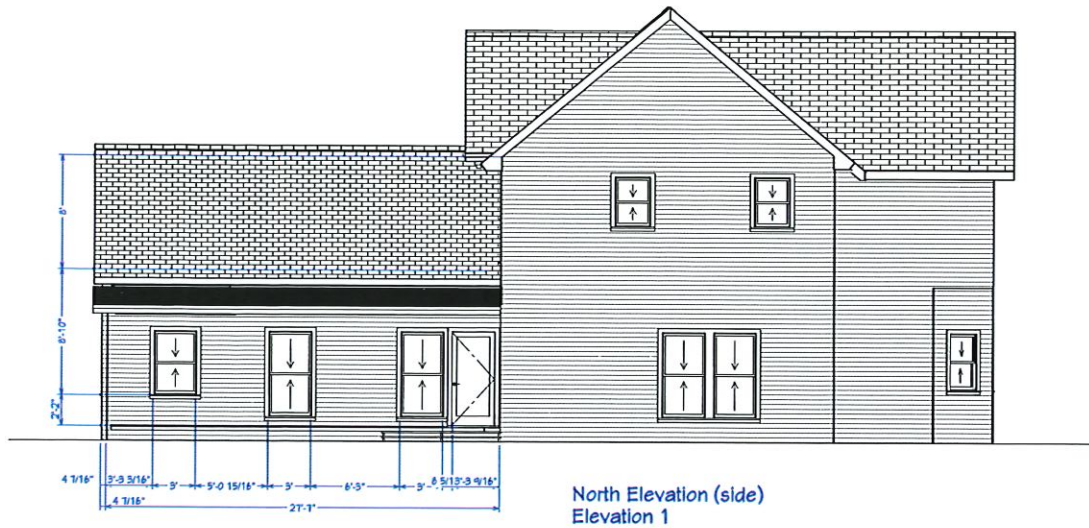
Roof Plan View



Cross Section 1

SITE VERIFY ALL MEASUREMENTS

A3	DATE: 8/9/2021	SCALE: 1/4"=1'	HOUSE OF ELI 123 S RICKETTS SHERMAN, TX 75052	ROOF PLAN	KAREN CHILDRESS DESIGNS 409.815.3663 karenchildressdesigns@gmail.com	 KAREN CHILDRESS DESIGNS
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SITE VERIFY ALL MEASUREMENTS

A5	DATE: 8/9/2021	SCALE: 1/8"=1'-0"	HOUSE OF ELI 123 S RICKETS SHERMAN, TX 75092	EXTERIOR ELEVATIONS	KAREN CHILDRESS DESIGNS 409.815.5668 karenchildressdesigns@gmail.com	KAREN CHILDRESS DESIGNS
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STAFF REVIEW LETTER

February 15, 2022

House of Eli
Tawni Hodge
123 S. Ricketts St.
Sherman, TX 75072

Copley Land Surveying, Inc.
1702 Verdi Lane
Sherman, TX 75090

Dear Applicants,

The request for a Zone change approval under Ordinance No. 2280, Section 12, from an R-1 (One-Family Residential) District to an R-2 (Multi-Family Residential) District on 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. Grays 2'nd 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 located at 119 and 123 South Ricketts Street and 825 West Lamar Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, February 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 R-2 (Multi-Family Residential) District, the Fence Ordinance and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.4; Sec. 7(13) and Sec. 17*).
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
4. Parking shall be provided for one space per bedroom, minimum two per unit for 119 and 123 South Ricketts Street and 825 West Lamar Street; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 6.4 and Section 7, Subsection 10(b)*)
5. The accessory building at 123 South Ricketts will need to be 25' from the Lamar Street property line or a variance will need to be approved. (*Chapter 14, Exhibit A, Sec. 7(6)*).
6. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
7. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article. 13.11*)
8. The approval of 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.
9. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

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. 32.

Meeting Date: 02/22/2022

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:

119 & 123 SOUTH RICKETTS STREET & 825 WEST LAMAR STREET

The request of House of Eli (Owner), Tawni Hodge (Applicant) and Copley Land Surveying, Inc. (Surveyor) concerning the property at 119 and 123 South Ricketts Street and 825 West Lamar Street, being 0.517 acres in the J.B. McAnair Survey, Abstract No. 763, and being Lots 10, 11 and Lot 12, Block 2, G.Y. Gray's 2nd Addition, as follows:

Planning and Zoning Commission

- A. 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.
- B. Zone change approval under Ordinance No. 2280, Section 12, from an R-1 (One-Family Residential) District to an R-2 (Multi-Family Residential) District on 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.

Background:

The property is located at 119 and 123 South Ricketts Street and 825 West Lamar at the northeast corner of South Ricketts and West Lamar Streets.

The owner is requesting replat approval to combine the properties into two lots. The owner is also requesting 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 following have been approved for 123 South Ricketts:

- May 20, 2014 - Variance to allow a 0' rear setback for an existing nonconforming structure in lieu of 25' required for a transitional living home in an R-1 (One Family Residential) District.
- May 20, 2014 - Specific Use Permit and site plan approval for an addition to the existing structure to allow The House of Eli, a Transitional Living Home in an R-1 (One Family Residential) District.

Planning and Zoning Condition: Review in one year from Certificate of Occupancy.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

House of Eli (Owner)

Tawni Hodge (Applicant)

Copley Land 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:

73

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Narrative

Replat

Building Elevations - 825 W. Lamar

Site Plan (need Updated with all buildings)

Building Elevations - 123 S. Ricketts

Floor Plan - 123 S. Ricketts

Proposed Addition Floor Plan - 123 S. Ricketts

Parking

Staff Review Letter - Replat

Staff Review Letter - Zone Change



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 9.

Meeting Date: 03/21/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6467

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 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 House of Eli (Owner), Tawni Hodge (Applicant) and Copley Land Surveying, Inc. (Surveyor) concerning the property 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 for a zone change approval under Ordinance No. 2280, Section 12, from a C-1 (Retail Business) District to an R-1 (One Family Residential) District.

Background:

The property is located at 320 North Woods Street between West Ellis and West Pecan Streets. The owner is requesting a zone change and replat approval to divide the property into two lots for a new home to rent or sell.

The following have been approved for this location:

October 22, 2002 - 320 North Woods Street - Specific Use Permit to allow a parking lot in an R-1 (One Family Residential) District.

Origination:

House of Eli (Owner)

Tawni Hodge (Applicant)

Copley Land Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 22, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 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. 6467

Exhibit A

Location Map

Zoning Map

Zoning Sign Photo

Narrative

Replat

Staff Review Letter

P&Z Communication

ORDINANCE NO. 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; 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 – Replat**, attached hereto, located at 320 North Woods Street, shall be rezoned and placed in the R-1 (One Family Residential) District, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include such property.

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

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

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

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

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

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

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

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

INTRODUCED on this the 21st day of March, 2022.

ADOPTED on this the 21st day of March, 2022.

EFFECTIVE DATE on this the 21st day of March, 2022.

CITY OF SHERMAN, TEXAS

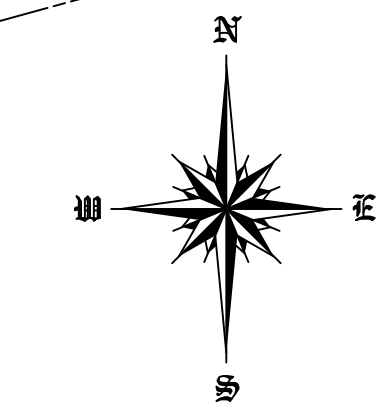
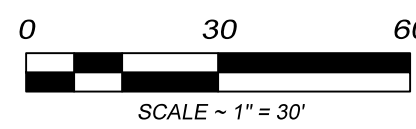
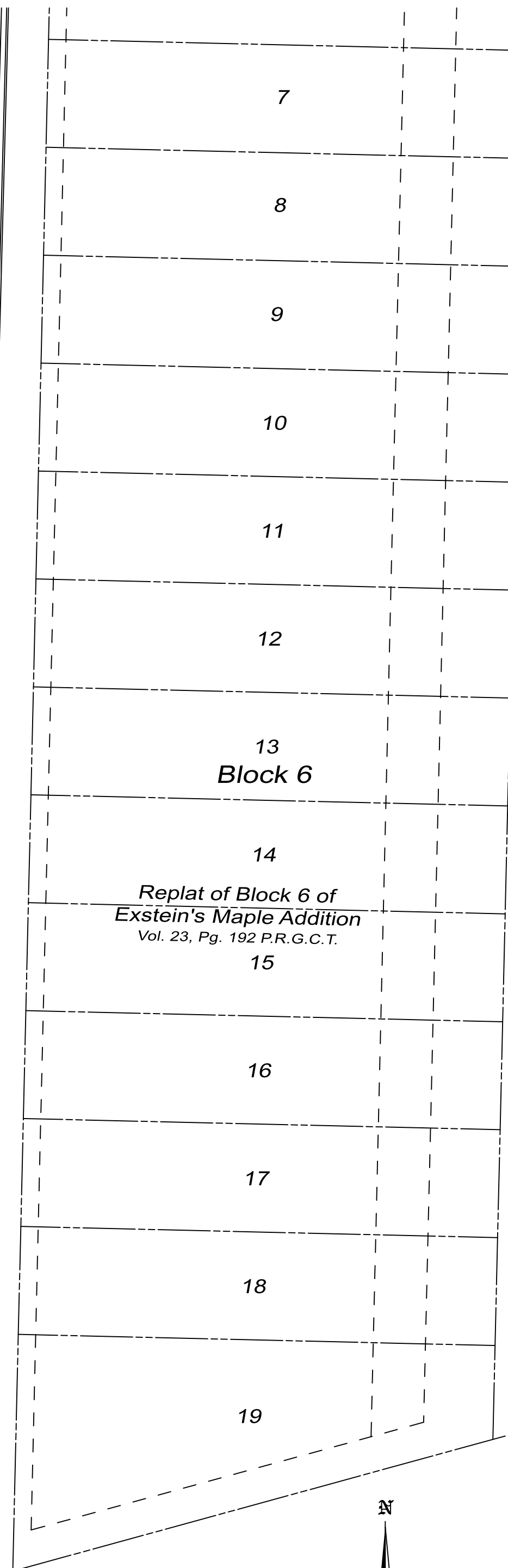
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

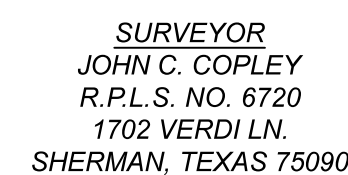
BY: _____
LINDA ASHBY, CITY CLERK

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

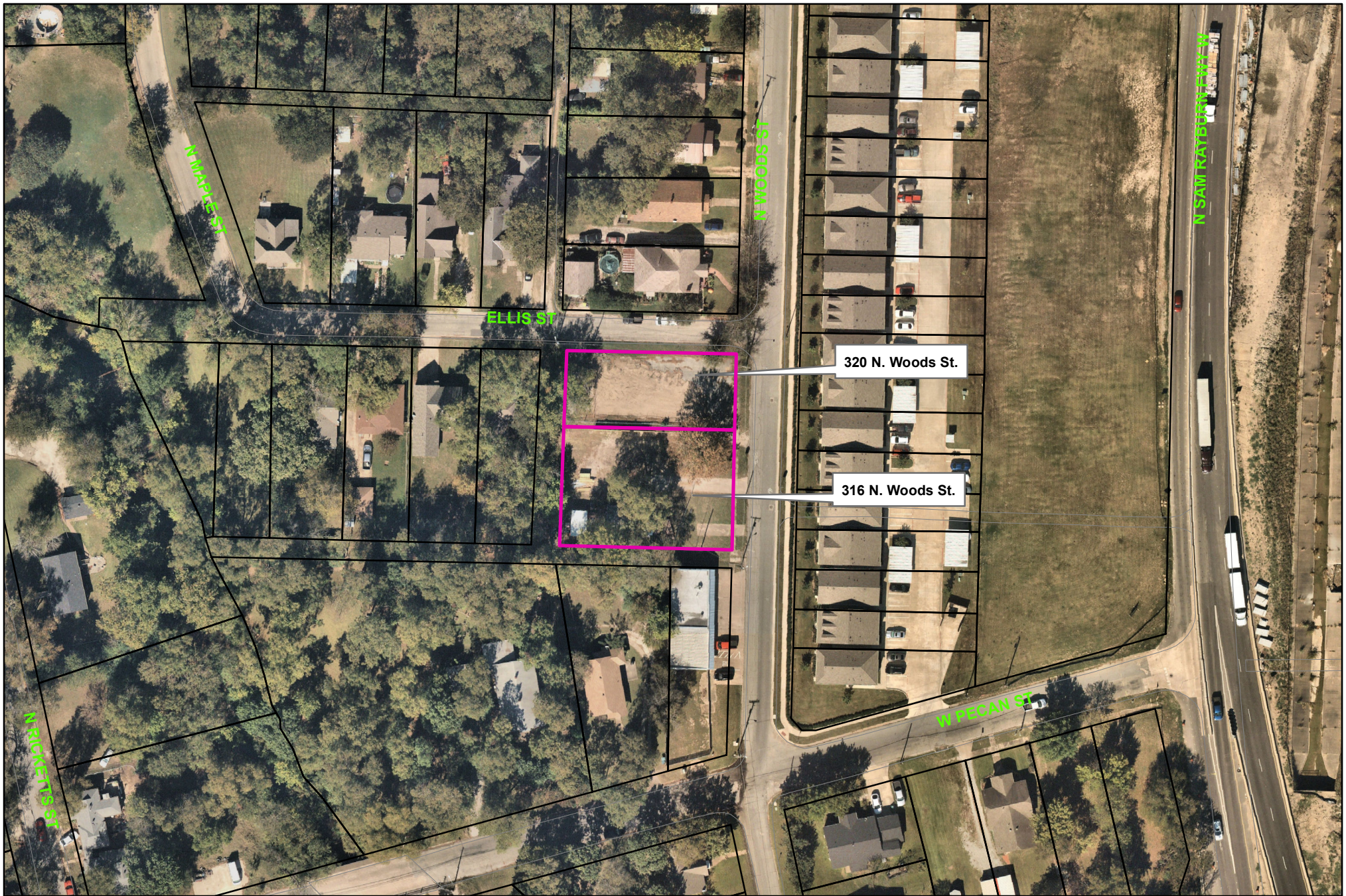
BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



12/17/202



Date _____



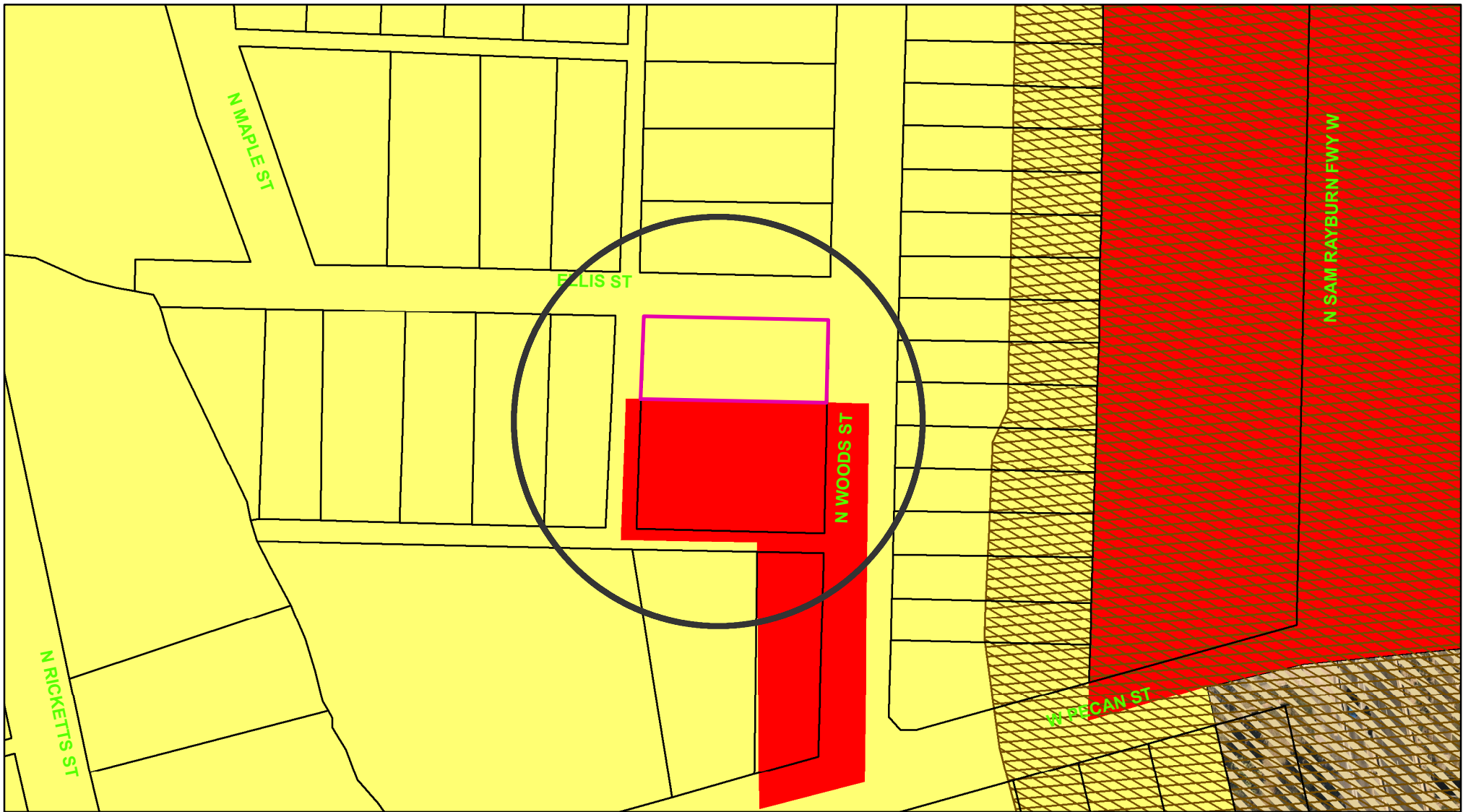
City of Sherman, Texas
Development Services Department

316 & 320 North Woods Street



NOT TO SCALE

1 in = 100 ft



Zoning - 316 & 320 North Woods 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

316 & 320 WOODS STREET



Proposed Plan for Improvements at 316 and 320 N. Woods St.

This property is owned by House of Eli, Inc., a non profit entity that provides transition housing for young men aging out of foster care or the juvenile justice system.

We are seeking to replat this property into two separate lots – one that will remain for our storage of equipment, materials and workshop. On the other we want to build a new home for resale or to keep as a rental. (this would be the north lot)

We are requesting permission to place a 'tiny house' (10' x 40') for office space and to include a living quarter for someone to provide security for our property. We have been broken into several times and this would insure night time coverage. This would serve a double purpose because not only would it help us keep our ministry's hard earned resources protected – it would also expand our ability to provide housing for our kids to graduate into.



12/17/202

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

Mayor, City of Sherman, Texas

12/17/202

STAFF REVIEW LETTER

February 15, 2022

House of Eli
Tawni Hodge
123 S. Ricketts St.
Sherman, TX 75072

Copley Land Surveying, Inc.
1702 Verdi Lane
Sherman, TX 75090

Dear Applicants,

The request for a zone change and Specific Use Permit to allow a security office with living quarters for House of Eli located at 316 and 320 North Woods Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, February 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 – C-1 (Retail Business) District to R-1 (One-Family Residential) District – Proposed Lot 1R of the Replat of Lots 1R & C3, Block 5, Exstein’s Maple Addition, 320 N. Woods:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City’s General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-1 (One-Family Residential) District, the Fence Ordinance and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.34; Sec. 7(13) and Sec. 17*).
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
4. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9’ x 20’. (*Chapter 14, Exhibit A, Section 6.4 and Section 7, Subsection 10(b)*)
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. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article. 13.11*)
7. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
8. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Zoning – R-1 (One-Family Residential) District to C-1 (Retail Business) District - Proposed Lot 3R of the Replat of Lots 1R & C3, Block 5, Exstein’s Maple Addition, 316 N. Woods:

9. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City’s General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (Retail Business) District, the Sign

- Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.6; Sec. 7(13), Section 7 (14) and Sec. 17*).
10. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
 11. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
 12. 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)*)
 13. A parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
 14. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article. 13.11*)
 15. Outdoor storage shall not be visible from the street and shall not extend above the height of the fence.
 16. 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.
 17. 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.

Specific Use Permit – Security Office with Living Quarters, 316 N. Woods:

18. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (Retail Business) District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.6; Sec. 7(13), Section 7 (14) and Sec. 17*).
19. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
20. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
21. The proposed building will need to meet all City of Sherman adopted Building, Life Safety and Residential Codes and Amendments before a building permit will be issued. (*Chapter 3, Article 3.02*)
22. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 6.4 and Section 7, Subsection 10(b)*)
23. Outdoor storage shall not be visible from the street and shall not extend above the height of the fence.
24. 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)*)
25. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article. 13.11*)
26. 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.
27. 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.
28. Any nonconforming signs will need to be removed before building permits will be issued.

Engineering:

29. 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*

30. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*
31. Form Board Elevation Survey required prior to pouring foundation.
32. Elevation Certificate required at final construction.

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	Billy Hartsfield, Fire Marshal
	Clint Philpott, Asst. City Manager	Amber Doan, Engineering Coordinator
	Wayne Lee, P.E., Director of Engineering	Christopher Armstrong, Asst. City Engineer
	Tom Pruitt, Utility Engineer	
	The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney	



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

Agenda Item No. 31.

Meeting Date: 02/22/2022

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:

316 & 320 NORTH WOODS STREET

The request of House of Eli (Owner), Tawni Hodge (Applicant) and Copley Land Surveying, Inc. (Surveyor) concerning the property at 316 and 320 North Woods Street, being 0.482 acres in the J.B. McAnair Survey, Abstract No. 763, and being all of Lots 1R and 3R, Block 5, Replat of Lots 1, 2, and 3, Block 5, Exstein's Maple Addition, as follows:

Planning and Zoning Commission

- A. 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.
- B. Zone change approval under Ordinance No. 2280, Section 12, from a C-1 (Retail Business) District to an R-1 (One-Family Residential) District, 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.
- C. Zone change approval under Ordinance No. 2280, Section 12, from an R-1 (One-Family Residential) District to a C-1 (Retail Business) District, being 0.332 acres in the J.B. McAnair 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, Exstein's Maple Addition, also being the proposed Lot 3R of the Replat of Lots 1R & 3R, Block 5, Exstein's Maple Addition.
- D. Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a security office with living quarters for House of Eli on 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. McAnair Survey, Abstract No. 763 in a C-1 (Retail Business) District.

Background:

The property is located at 316 and 320 North Woods Street between West Ellis and West Pecan Streets. 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' (10' x 40') for an office space to include living quarters for security.

The following have been approved for this location:

- November 13, 1990 - 316 North Woods Street - Zone Change from R-1 (One Family Residential) District to a C-1 (Retail Business) District.
- October 22, 2002 - 320 North Woods Street - Specific Use Permit to allow a parking lot in an R-1 (One Family Residential) District.

Adjacent Zoning:

C-1 (Retail Business) District

R-1 (One Family Residential) District

Origination:

House of Eli (Owner)

Tawni Hodge (Applicant)

Copley Land Surveying, Inc. (Surveyor)

Master Plan Designation:

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

and

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

48

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat

Site Plan

Narrative

Floor Plan

Staff Review Letter - Replat

Staff Review Letter - Zone Change & SUP



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 10.

Meeting Date: 03/21/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6468

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the C-1 (Retail Business) District located at 316 North Woods Street, Being 0.332 acres in the J.B. McAnair 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, 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

Issue:

To consider the request of House of Eli (Owner), Tawni Hodge (Applicant) and Copley Land Surveying, Inc. (Surveyor) concerning the property at 316 North Woods Street, being 0.332 acres in the J.B. McAnair 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, Exstein's Maple Addition, also being the proposed Lot 3R of the Replat of Lots 1R & 3R, Block 5, Exstein's Maple Addition for a zone change approval under Ordinance No. 2280, Section 12, from an R-1 (One Family Residential) District to a C-1 (Retail Business) District.

Background:

The property is located at 316 North Woods Street between West Ellis and West Pecan Streets. 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' (10' x 40') for an office space to include living quarters for security.

The following have been approved for this location:

- November 13, 1990 - 316 North Woods Street - Zone Change from R-1 (One Family Residential) District to a C-1 (Retail Business) District.

Origination:

House of Eli (Owner)

Tawni Hodge (Applicant)

Copley Land Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 22, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 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. 6468

Exhibit A

Location Map

Zoning Map

Zoning Sign Photo

Narrative

Replat

Staff Review Letter

P&Z Communication

ORDINANCE NO. 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 NORTH WOODS STREET, BEING 0.332 ACRES IN THE J.B. MCANAIR 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, 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; 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 – Replat**, attached hereto, located at 316 North Woods Street, shall be rezoned and placed in the C-1 (Retail Business) 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 21st day of March, 2022.

ADOPTED on this the 21st day of March, 2022.

EFFECTIVE DATE on this the 21st day of March, 2022.

CITY OF SHERMAN, TEXAS

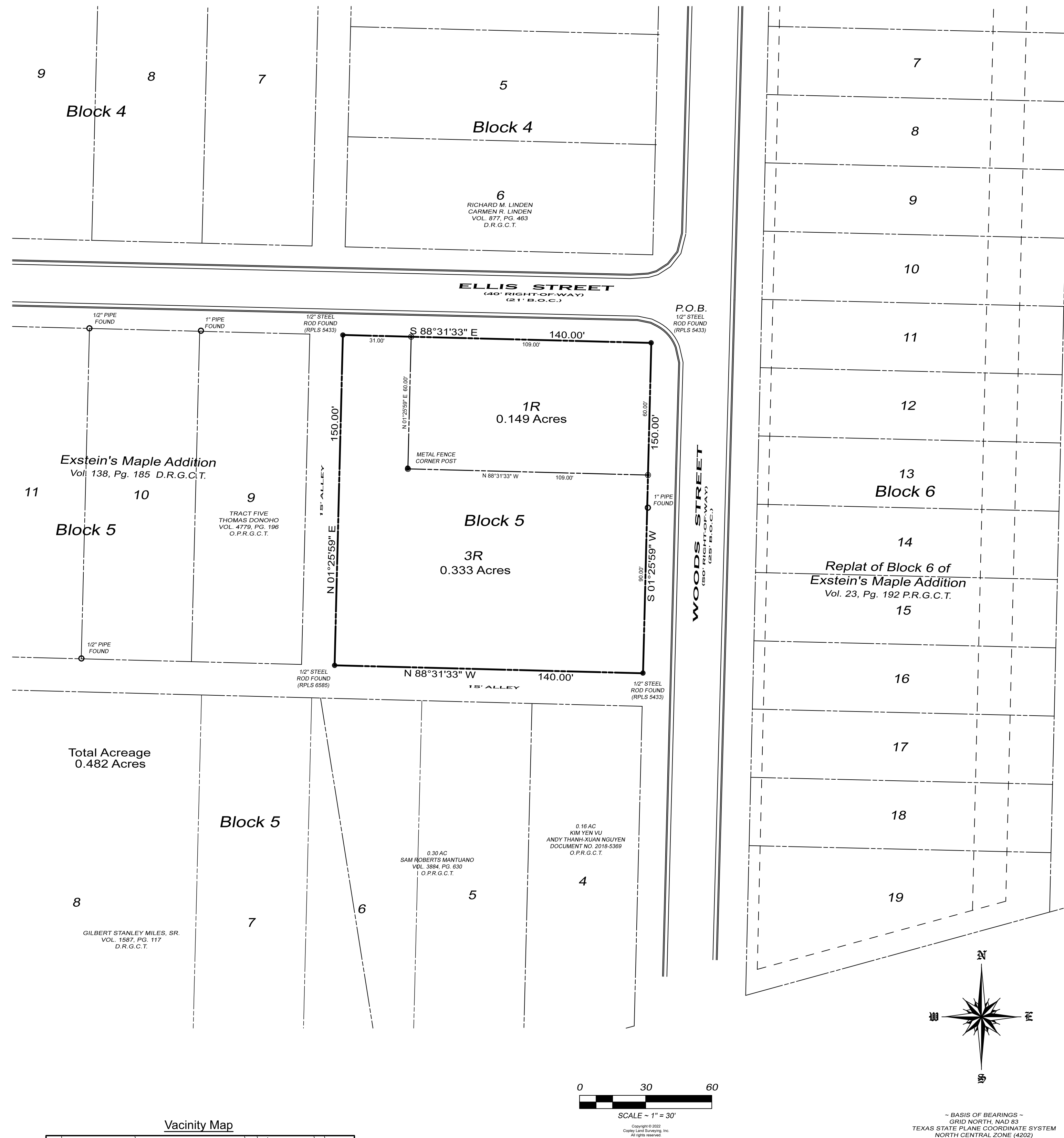
BY: _____
DAVID PLYLER, MAYOR

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



Amending Plat of
Lots 1R & 3R, Block 5
Exstein's Maple Addition
Amending said replat of 1, 2, & 3
Block 5 Exstein's Maple Addition,
an addition to the City of Sherman
Grayson County, Texas
Being 0.48 Acres in the J.B.
McAnair Survey, Abstract No. 763

Legal Description

Situated in the City of Sherman, County of Grayson, State of Texas, being a part of the J.B. McAnair Survey, Abstract No. 763, and being all of Lots 1R and 3R, Block 5, Replat of Lots 1, 2, & 3 Block 5, Exstein's Maple Addition, an addition to the City of Sherman as shown by plat of record in Volume 20, Page 169, Plat Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod found with a cap marked RPLS 5433 at the intersection of the south line of Ellis Street and the west line of Woods Street maintaining the shared northeast corner of said Lot 1R and Block 5;

Thence South 01°25'59" West, along the west line of said Woods Street and the east line of said Block 5, passing a 1" pipe found at the southeast corner of Lot 1R at a distance of 75.00 feet, continuing for a total distance of **150.00 feet** to a 1/2" steel rod found with a cap marked RPLS 5433 in the intersection of the north line of a 15' alley running east - west and the west line of said Woods Street maintaining the southeast corner of said Lot 3R, Block 5;

Thence North 88°31'33" West, along the north line of said east - west 15' alley and the south line of said Lot 3R, a distance of **140.00 feet** to a 1/2" steel rod found with a cap marked RPLS 6585 at the intersection of said east - west 15' alley and the east line of a 15' alley running north - south, said rod maintaining the southwest corner of said Lot 3R;

Thence North 01°25'59" East, along the west line of said Lot 3R and the east line of said north - south 15' alley, passing the northwest corner of said Lot 3R continuing for a total distance of **150.00 feet** to a 1/2" steel rod found with a cap marked RPLS 5433 in the south line of said Ellis Street maintaining the northwest corner of said Lot 1R;

Thence South 88°31'33" East, along the south line of said Ellis Street, the north line of said Lot 1R, and the north line of said Block 5, a distance of **140.00 feet** to the **Point-of-Beginning** and containing **0.482 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

AVIGATION RELEASE

WHEREAS, HOUSE OF ELI, INC, 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 Lots 1R & 3R, Block 5, EXSTEIN'S MAPLE 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 Lots 1R & 3R, Block 5, EXSTEIN'S MAPLE 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: HOUSE OF ELI, INC

By: TAWNI HODGE

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 floodway 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 plat is to Amend a replat of 2 Lots.

Owners Certificate & Dedication

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

That We, HOUSE OF ELI, INC, Owner and Developer, do hereby adopt this plat designating the hereinabove property as the Amending Plat of Lots 1R & 3R, Block 5, EXSTEIN'S MAPLE 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 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.

TAWNI HODGE (MEMBER)

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 TAWNI HODGE 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 Amending Plat of Lots 1R & 3R, Block 5, EXSTEIN'S MAPLE 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

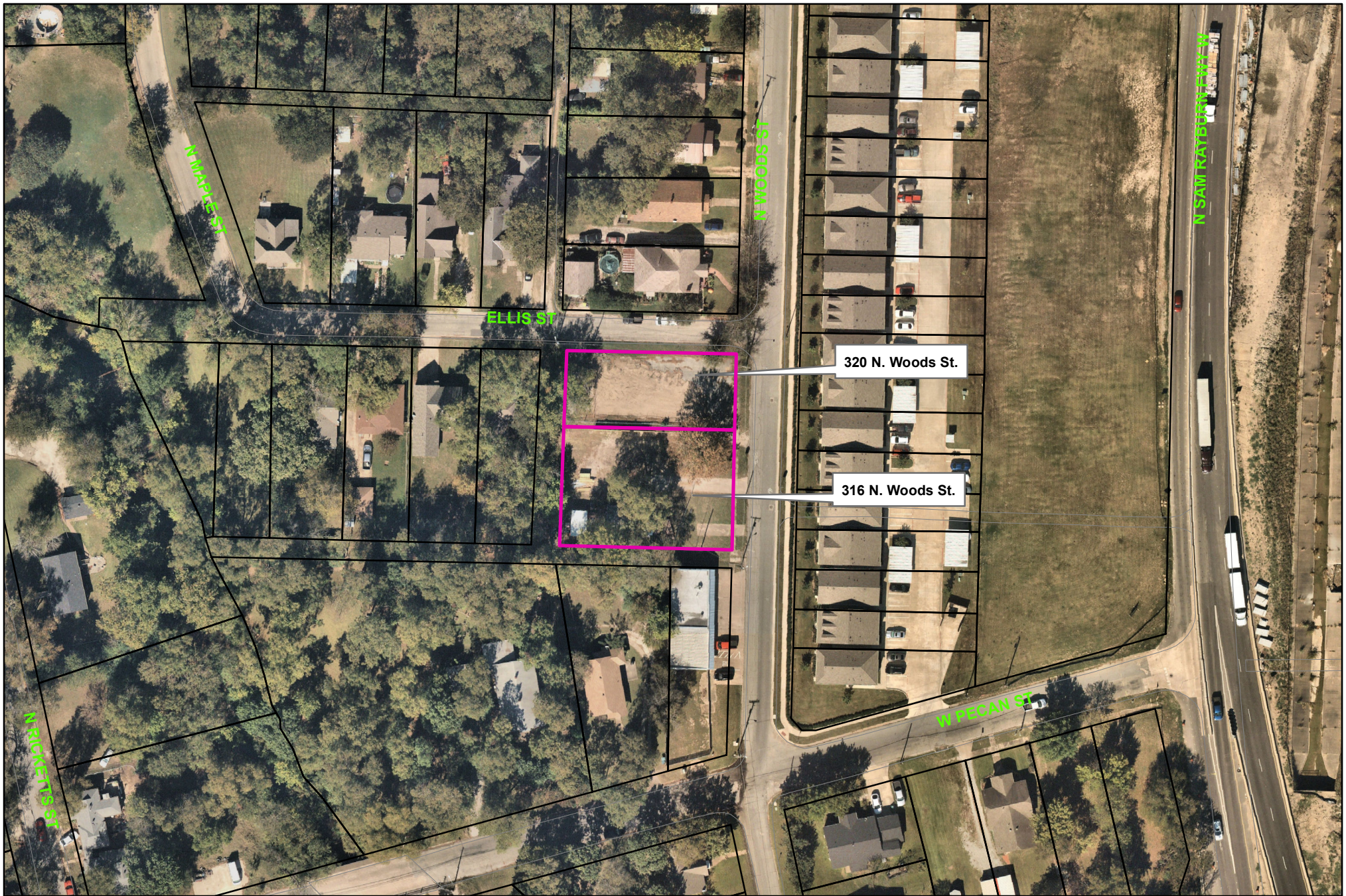
Approved this ____ day of ____, 2022, by the City Planning Commission to the City of Sherman, Texas.

Chairman Secretary

Accepted by the City Council of the City Sherman.

Mayor, City of Sherman, Texas Date

Amending Plat of
Lots 1R & 3R, Block 5
Exstein's Maple Addition
Amending said replat of 1, 2, & 3
Block 5 Exstein's Maple Addition,
an addition to the City of Sherman
Grayson County, Texas
Being 0.48 Acres in the J.B.
McAnair Survey, Abstract No. 763



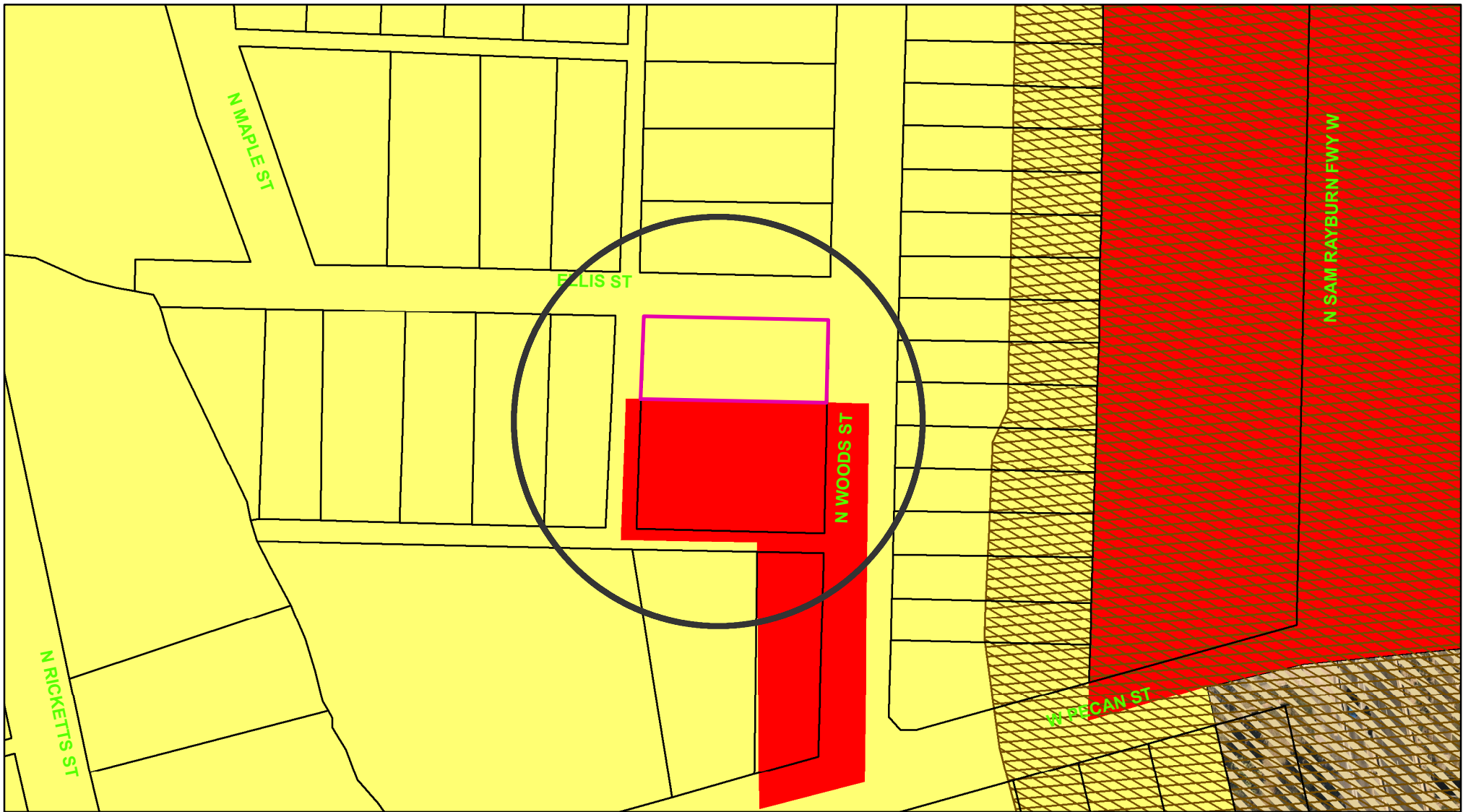
City of Sherman, Texas
Development Services Department

316 & 320 North Woods Street



NOT TO SCALE

1 in = 100 ft



Zoning - 316 & 320 North Woods 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

316 & 320 WOODS STREET

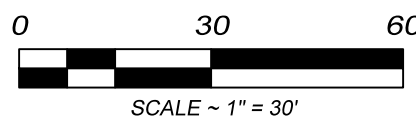
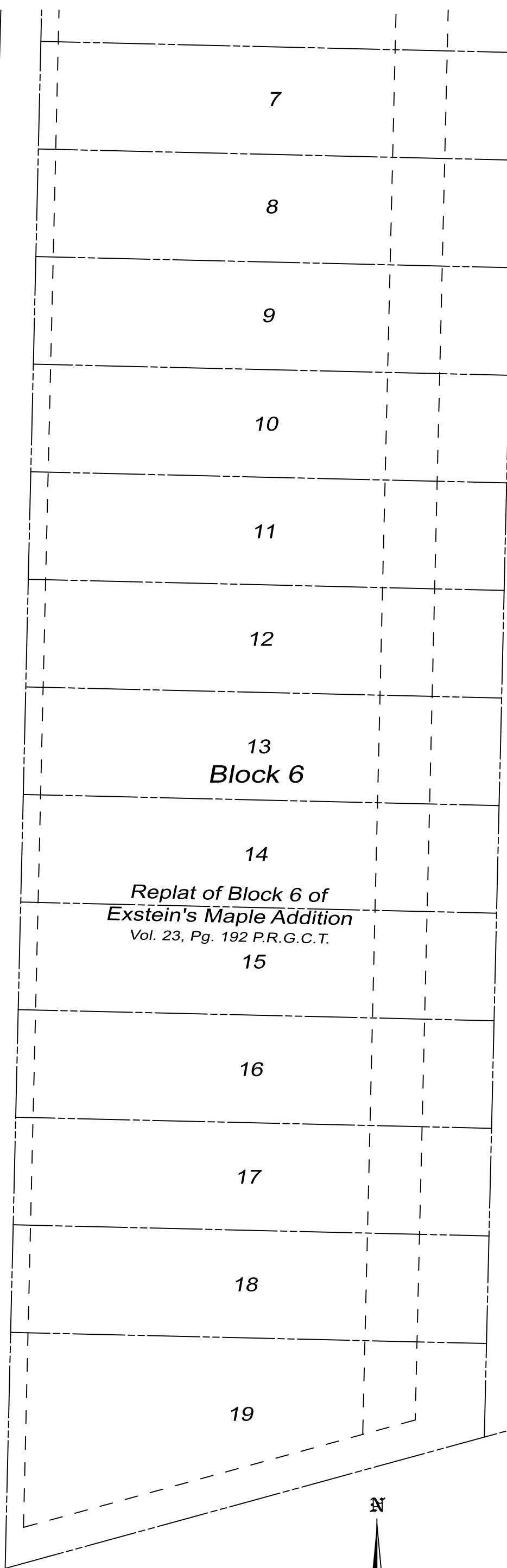


Proposed Plan for Improvements at 316 and 320 N. Woods St.

This property is owned by House of Eli, Inc., a non profit entity that provides transition housing for young men aging out of foster care or the juvenile justice system.

We are seeking to replat this property into two separate lots – one that will remain for our storage of equipment, materials and workshop. On the other we want to build a new home for resale or to keep as a rental. (this would be the north lot)

We are requesting permission to place a 'tiny house' (10' x 40') for office space and to include a living quarter for someone to provide security for our property. We have been broken into several times and this would insure night time coverage. This would serve a double purpose because not only would it help us keep our ministry's hard earned resources protected – it would also expand our ability to provide housing for our kids to graduate into.



~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE (4202)

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

Mayor, City of Sherman, Texas

12/17/202

STAFF REVIEW LETTER

February 15, 2022

House of Eli
Tawni Hodge
123 S. Ricketts St.
Sherman, TX 75072

Copley Land Surveying, Inc.
1702 Verdi Lane
Sherman, TX 75090

Dear Applicants,

The request for a zone change and Specific Use Permit to allow a security office with living quarters for House of Eli located at 316 and 320 North Woods Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, February 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 – C-1 (Retail Business) District to R-1 (One-Family Residential) District – Proposed Lot 1R of the Replat of Lots 1R & C3, Block 5, Exstein’s Maple Addition, 320 N. Woods:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City’s General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-1 (One-Family Residential) District, the Fence Ordinance and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.34; Sec. 7(13) and Sec. 17*).
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
4. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9’ x 20’. (*Chapter 14, Exhibit A, Section 6.4 and Section 7, Subsection 10(b)*)
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. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article. 13.11*)
7. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
8. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Zoning – R-1 (One-Family Residential) District to C-1 (Retail Business) District - Proposed Lot 3R of the Replat of Lots 1R & C3, Block 5, Exstein’s Maple Addition, 316 N. Woods:

9. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City’s General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (Retail Business) District, the Sign

- Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.6; Sec. 7(13), Section 7 (14) and Sec. 17*).
10. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
 11. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
 12. 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)*)
 13. A parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
 14. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article. 13.11*)
 15. Outdoor storage shall not be visible from the street and shall not extend above the height of the fence.
 16. 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.
 17. 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.

Specific Use Permit – Security Office with Living Quarters, 316 N. Woods:

18. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (Retail Business) District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.6; Sec. 7(13), Section 7 (14) and Sec. 17*).
19. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
20. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
21. The proposed building will need to meet all City of Sherman adopted Building, Life Safety and Residential Codes and Amendments before a building permit will be issued. (*Chapter 3, Article 3.02*)
22. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 6.4 and Section 7, Subsection 10(b)*)
23. Outdoor storage shall not be visible from the street and shall not extend above the height of the fence.
24. 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)*)
25. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article. 13.11*)
26. 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.
27. 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.
28. Any nonconforming signs will need to be removed before building permits will be issued.

Engineering:

29. 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*

30. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*
31. Form Board Elevation Survey required prior to pouring foundation.
32. Elevation Certificate required at final construction.

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. 31.

Meeting Date: 02/22/2022

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:

316 & 320 NORTH WOODS STREET

The request of House of Eli (Owner), Tawni Hodge (Applicant) and Copley Land Surveying, Inc. (Surveyor) concerning the property at 316 and 320 North Woods Street, being 0.482 acres in the J.B. McAnair Survey, Abstract No. 763, and being all of Lots 1R and 3R, Block 5, Replat of Lots 1, 2, and 3, Block 5, Exstein's Maple Addition, as follows:

Planning and Zoning Commission

- A. 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.
- B. Zone change approval under Ordinance No. 2280, Section 12, from a C-1 (Retail Business) District to an R-1 (One-Family Residential) District, 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.
- C. Zone change approval under Ordinance No. 2280, Section 12, from an R-1 (One-Family Residential) District to a C-1 (Retail Business) District, being 0.332 acres in the J.B. McAnair 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, Exstein's Maple Addition, also being the proposed Lot 3R of the Replat of Lots 1R & 3R, Block 5, Exstein's Maple Addition.
- D. Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a security office with living quarters for House of Eli on 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. McAnair Survey, Abstract No. 763 in a C-1 (Retail Business) District.

Background:

The property is located at 316 and 320 North Woods Street between West Ellis and West Pecan Streets. 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' (10' x 40') for an office space to include living quarters for security.

The following have been approved for this location:

- November 13, 1990 - 316 North Woods Street - Zone Change from R-1 (One Family Residential) District to a C-1 (Retail Business) District.
- October 22, 2002 - 320 North Woods Street - Specific Use Permit to allow a parking lot in an R-1 (One Family Residential) District.

Adjacent Zoning:

C-1 (Retail Business) District

R-1 (One Family Residential) District

Origination:

House of Eli (Owner)

Tawni Hodge (Applicant)

Copley Land Surveying, Inc. (Surveyor)

Master Plan Designation:

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

and

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

48

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat

Site Plan

Narrative

Floor Plan

Staff Review Letter - Replat

Staff Review Letter - Zone Change & SUP



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 11.

Meeting Date: 03/21/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6469

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. McAnair 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

Issue:

To consider Granting a Specific Use Permit to allow a security office with living quarters for House of Eli in a C-1 (Retail Business) District 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. McAnair Survey, Abstract No. 763 in a C-1 (Retail Business) District (House of Eli, Owner; Tawni Hodge, Applicant; and Copley Land Surveying, Inc., Surveyor).

Background:

The property is located at 316 North Woods Street between West Ellis and West Pecan Streets. 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' (10' x 40') for an office space to include living quarters for security.

The following have been approved for this location:

- November 13, 1990 - 316 North Woods Street - Zone Change from R-1 (One Family Residential) District to a C-1 (Retail Business) District.

Origination:

House of Eli (Owner)

Tawni Hodge (Applicant)

Copley Land Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 22, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter, subject to the security office with living quarters not to exceed 600 square feet and with the condition that the Specific Use Permit is restricted only to the House of Eli.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6469

Exhibit A

Location Map

Zoning Map

Zoning Sign Photo

Site Plan

Floor Plan

Front Elevation

Narrative

Staff Review Letter

P&Z Communication

ORDINANCE NO. 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. MCANAIR 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; 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, House of Eli (Owner), Tawni Hodge (Applicant) and Copley Land Surveying, Inc. (Surveyor) concerning the property 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. McAnair Survey, Abstract No. 763 in a C-1 (Retail Business) District are granted a Specific Use Permit to allow a security office with living quarters in an C-1 (Retail Business) District and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include property described as **Exhibit A – Survey**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (Retail Business) District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.6; Sec. 7(13), Section 7 (14) and Sec. 17*).
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
4. The proposed building will need to meet all City of Sherman adopted Building, Life Safety and Residential Codes and Amendments before a building permit will be issued. (*Chapter 3, Article 3.02*)
5. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 6.4 and Section 7, Subsection 10(b)*)
6. Outdoor storage shall not be visible from the street and shall not extend above the height of the fence.
7. 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)*)
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.
11. Any nonconforming signs will need to be removed before building permits will be issued.

Planning and Zoning Commission

12. Security office with living quarters not to exceed 600 square feet.
13. Specific Use Permit is restricted only to the House of Eli.

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 21st day of March, 2022.

ADOPTED on this the 21st day of March, 2022.

EFFECTIVE DATE on this the 21st day of March, 2022.

CITY OF SHERMAN, TEXAS

BY:

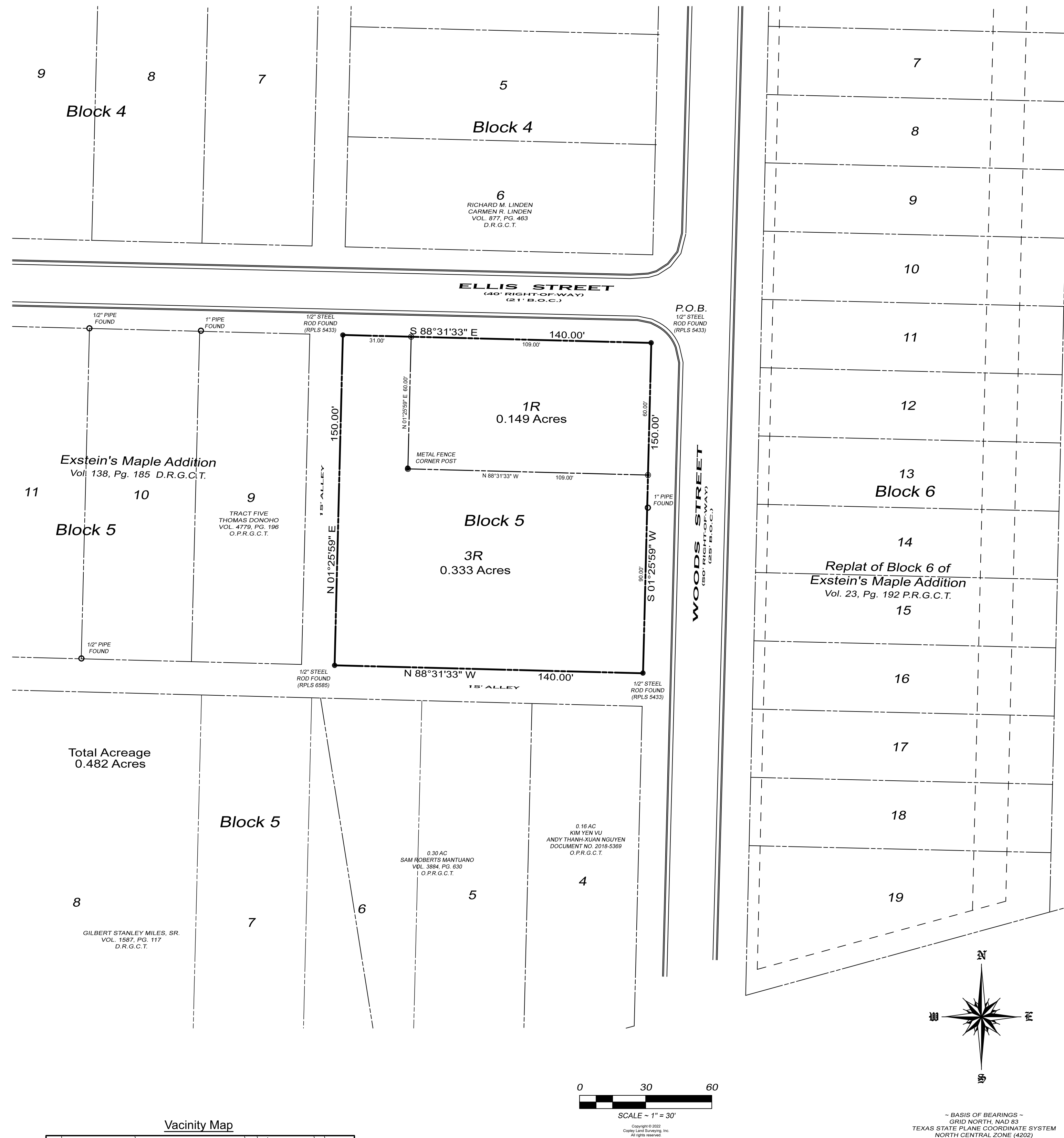
DAVID PLYLER, MAYOR

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



Amending Plat of
Lots 1R & 3R, Block 5
Exstein's Maple Addition
Amending said replat of 1, 2, & 3
Block 5 Exstein's Maple Addition,
an addition to the City of Sherman
Grayson County, Texas
Being 0.48 Acres in the J.B.
McAnair Survey, Abstract No. 763

Legal Description

Situated in the City of Sherman, County of Grayson, State of Texas, being a part of the J.B. McAnair Survey, Abstract No. 763, and being all of Lots 1R and 3R, Block 5, Replat of Lots 1, 2, & 3 Block 5, Exstein's Maple Addition, an addition to the City of Sherman as shown by plat of record in Volume 20, Page 169, Plat Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod found with a cap marked RPLS 5433 at the intersection of the south line of Ellis Street and the west line of Woods Street maintaining the shared northeast corner of said Lot 1R and Block 5;

Thence South 01°25'59" West, along the west line of said Woods Street and the east line of said Block 5, passing a 1" pipe found at the southeast corner of Lot 1R at a distance of 75.00 feet, continuing for a total distance of **150.00 feet** to a 1/2" steel rod found with a cap marked RPLS 5433 in the intersection of the north line of a 15' alley running east - west and the west line of said Woods Street maintaining the southeast corner of said Lot 3R, Block 5;

Thence North 88°31'33" West, along the north line of said east - west 15' alley and the south line of said Lot 3R, a distance of **140.00 feet** to a 1/2" steel rod found with a cap marked RPLS 6585 at the intersection of said east - west 15' alley and the east line of a 15' alley running north - south, said rod maintaining the southwest corner of said Lot 3R;

Thence North 01°25'59" East, along the west line of said Lot 3R and the east line of said north - south 15' alley, passing the northwest corner of said Lot 3R continuing for a total distance of **150.00 feet** to a 1/2" steel rod found with a cap marked RPLS 5433 in the south line of said Ellis Street maintaining the northwest corner of said Lot 1R;

Thence South 88°31'33" East, along the south line of said Ellis Street, the north line of said Lot 1R, and the north line of said Block 5, a distance of **140.00 feet** to the **Point-of-Beginning** and containing **0.482 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

AVIGATION RELEASE

WHEREAS, HOUSE OF ELI, INC, 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 Lots 1R & 3R, Block 5, EXSTEIN'S MAPLE 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 Lots 1R & 3R, Block 5, EXSTEIN'S MAPLE 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: HOUSE OF ELI, INC

By: TAWNI HODGE

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 floodway 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 plat is to Amend a replat of 2 Lots.

Owners Certificate & Dedication

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

That We, HOUSE OF ELI, INC, Owner and Developer, do hereby adopt this plat designating the hereinabove property as the Amending Plat of Lots 1R & 3R, Block 5, EXSTEIN'S MAPLE 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 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.

TAWNI HODGE (MEMBER)

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 TAWNI HODGE 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 Amending Plat of Lots 1R & 3R, Block 5, EXSTEIN'S MAPLE 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

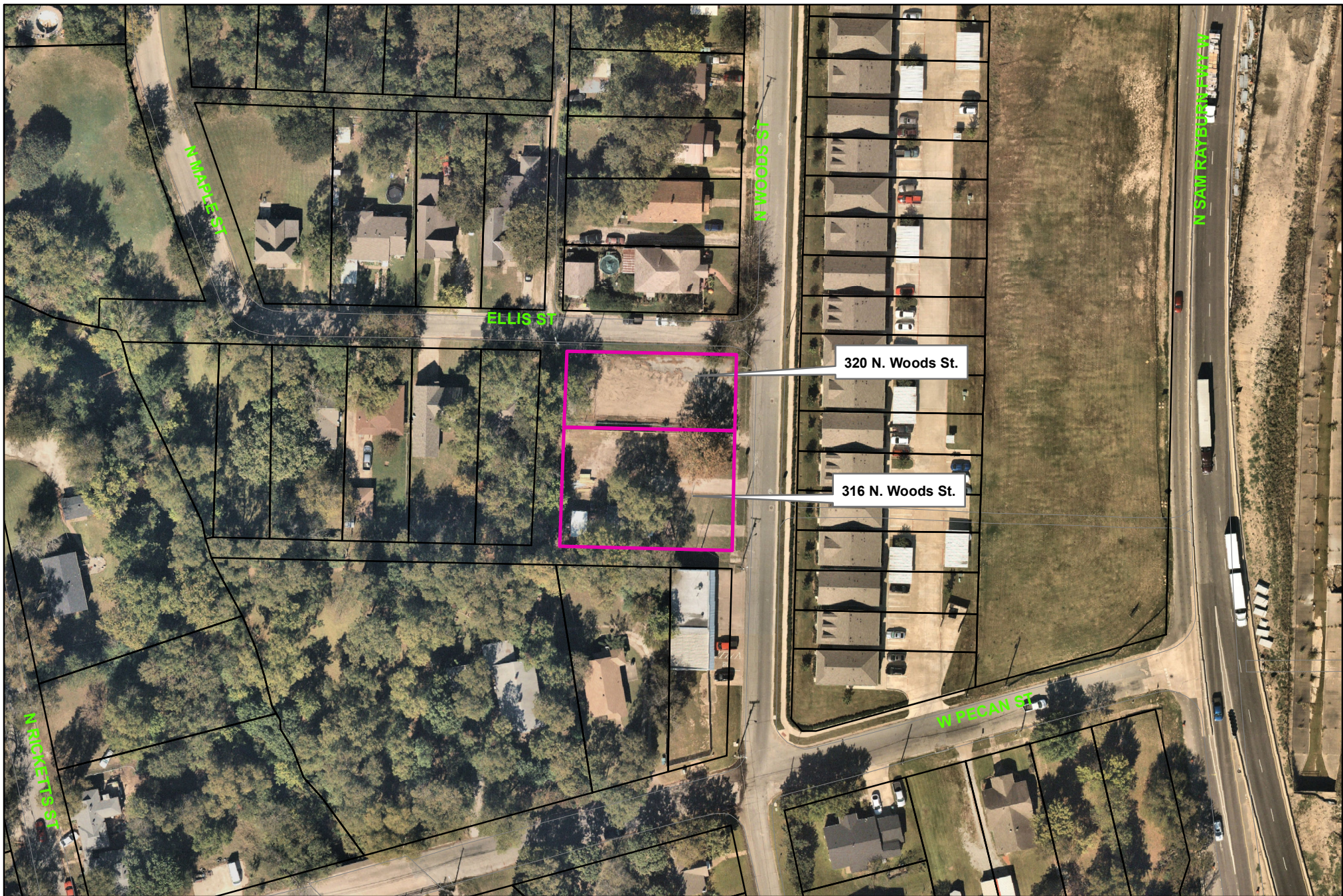
Secretary

Accepted by the City Council of the City Sherman.

Mayor, City of Sherman, Texas

Date

Amending Plat of
Lots 1R & 3R, Block 5
Exstein's Maple Addition
Amending said replat of 1, 2, & 3
Block 5 Exstein's Maple Addition,
an addition to the City of Sherman
Grayson County, Texas
Being 0.48 Acres in the J.B.
McAnair Survey, Abstract No. 763



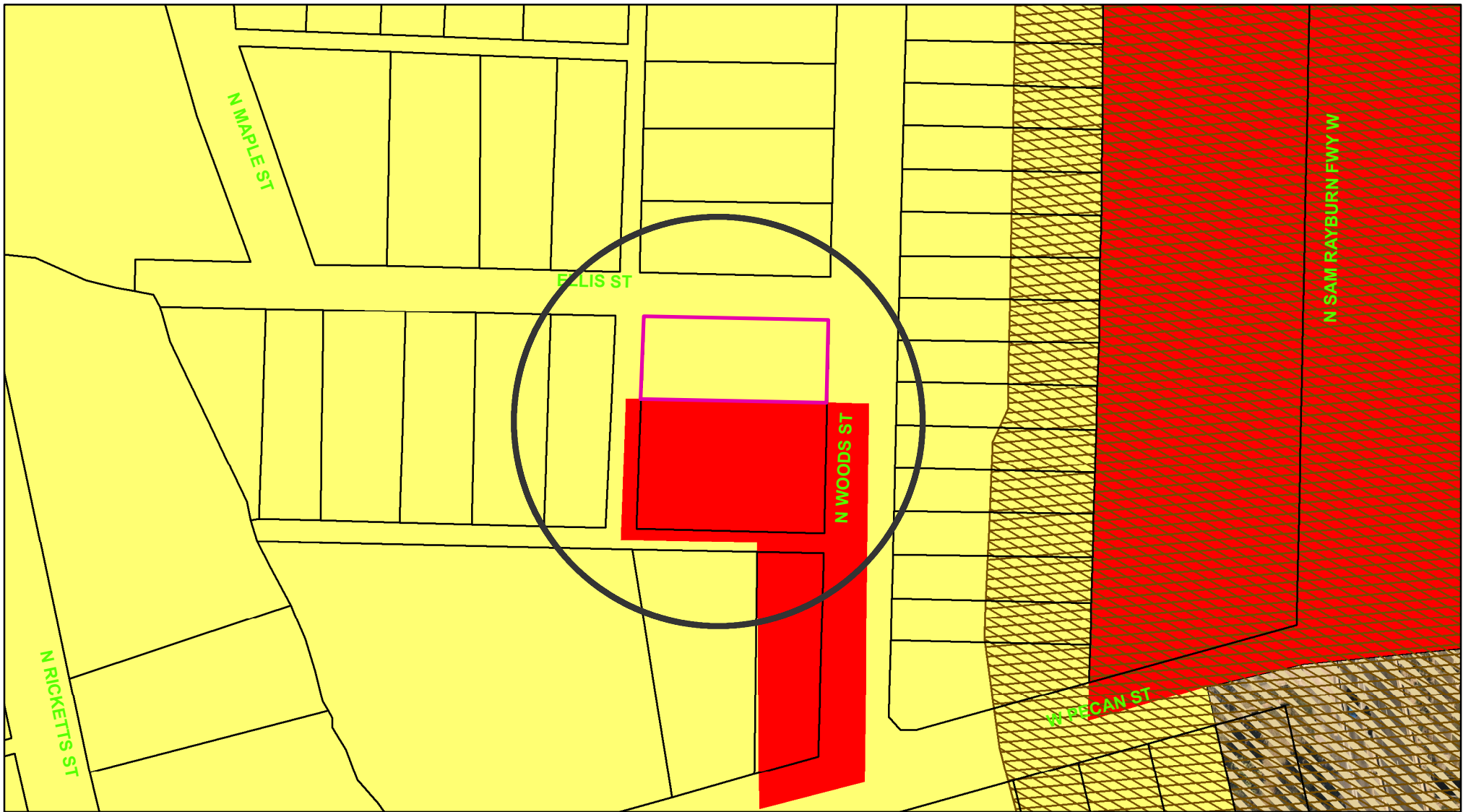
City of Sherman, Texas
Development Services Department

316 & 320 North Woods Street



NOT TO SCALE

1 in = 100 ft



Zoning - 316 & 320 North Woods 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

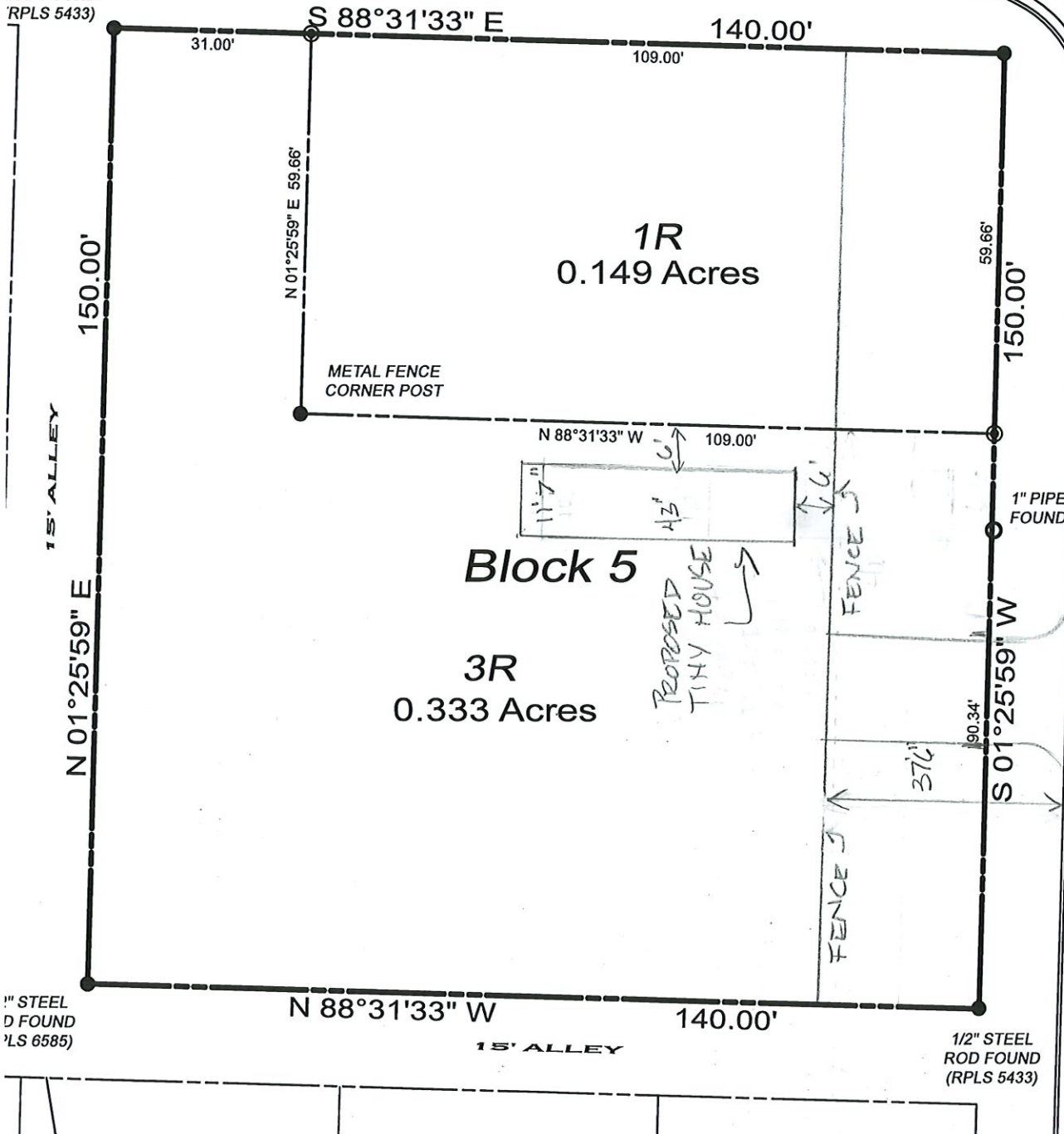
316 & 320 WOODS STREET



ELLIS STREET
(40' RIGHT-OF-WAY)
(21' B.O.C.)

P.O.B.
1/2" STEEL
ROD FOUND
(RPLS 5433)

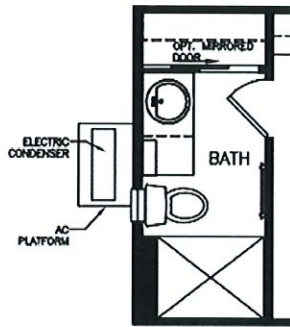
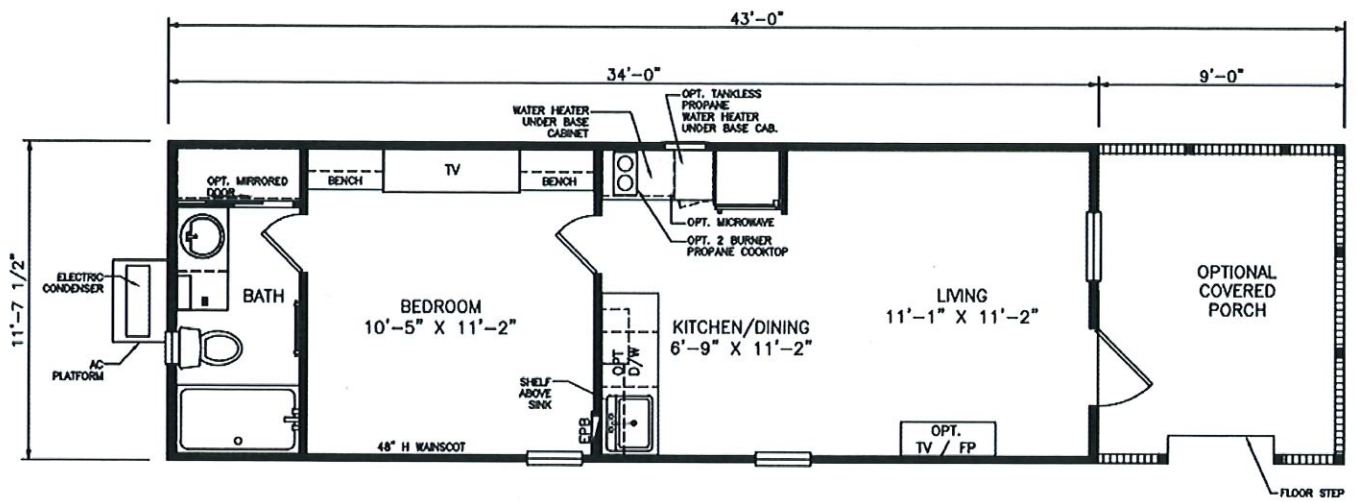
1/2" STEEL
ROD FOUND
(RPLS 5433)



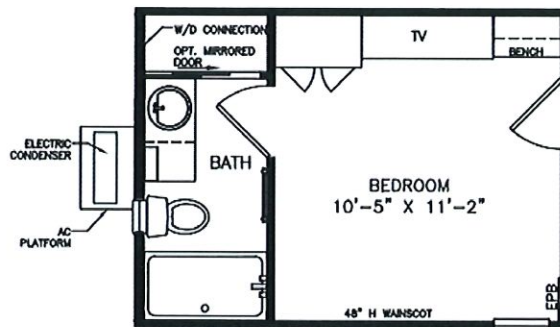
WOODS STREET
(50' RIGHT-OF-WAY)
(25' B.O.C.)

1\"/>

1/2\"/>



OPT. SHOWER



OPT. WASHER/DRYER

MODEL S-1234-11FLA
 BOX SIZE=11'-7 1/2" x 34'-0"
 1 BEDROOM / 1 BATH (399 SQ. FT.)

Floor Plan
 For TINY House

316 + 320N Woods.



Proposed Plan for Improvements at 316 and 320 N. Woods St.

This property is owned by House of Eli, Inc., a non profit entity that provides transition housing for young men aging out of foster care or the juvenile justice system.

We are seeking to replat this property into two separate lots – one that will remain for our storage of equipment, materials and workshop. On the other we want to build a new home for resale or to keep as a rental. (this would be the north lot)

We are requesting permission to place a 'tiny house' (10' x 40') for office space and to include a living quarter for someone to provide security for our property. We have been broken into several times and this would insure night time coverage. This would serve a double purpose because not only would it help us keep our ministry's hard earned resources protected – it would also expand our ability to provide housing for our kids to graduate into.

STAFF REVIEW LETTER

February 15, 2022

House of Eli
Tawni Hodge
123 S. Ricketts St.
Sherman, TX 75072

Copley Land Surveying, Inc.
1702 Verdi Lane
Sherman, TX 75090

Dear Applicants,

The request for a zone change and Specific Use Permit to allow a security office with living quarters for House of Eli located at 316 and 320 North Woods Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, February 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 – C-1 (Retail Business) District to R-1 (One-Family Residential) District – Proposed Lot 1R of the Replat of Lots 1R & C3, Block 5, Exstein’s Maple Addition, 320 N. Woods:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City’s General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-1 (One-Family Residential) District, the Fence Ordinance and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.34; Sec. 7(13) and Sec. 17*).
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
4. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9’ x 20’. (*Chapter 14, Exhibit A, Section 6.4 and Section 7, Subsection 10(b)*)
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. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article. 13.11*)
7. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
8. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Zoning – R-1 (One-Family Residential) District to C-1 (Retail Business) District - Proposed Lot 3R of the Replat of Lots 1R & C3, Block 5, Exstein’s Maple Addition, 316 N. Woods:

9. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City’s General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (Retail Business) District, the Sign

- Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.6; Sec. 7(13), Section 7 (14) and Sec. 17*).
10. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
 11. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
 12. 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)*)
 13. A parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
 14. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article. 13.11*)
 15. Outdoor storage shall not be visible from the street and shall not extend above the height of the fence.
 16. 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.
 17. 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.

Specific Use Permit – Security Office with Living Quarters, 316 N. Woods:

18. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (Retail Business) District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.6; Sec. 7(13), Section 7 (14) and Sec. 17*).
19. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
20. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
21. The proposed building will need to meet all City of Sherman adopted Building, Life Safety and Residential Codes and Amendments before a building permit will be issued. (*Chapter 3, Article 3.02*)
22. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 6.4 and Section 7, Subsection 10(b)*)
23. Outdoor storage shall not be visible from the street and shall not extend above the height of the fence.
24. 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)*)
25. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article. 13.11*)
26. 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.
27. 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.
28. Any nonconforming signs will need to be removed before building permits will be issued.

Engineering:

29. 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*

30. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*
31. Form Board Elevation Survey required prior to pouring foundation.
32. Elevation Certificate required at final construction.

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	Billy Hartsfield, Fire Marshal
	Clint Philpott, Asst. City Manager	Amber Doan, Engineering Coordinator
	Wayne Lee, P.E., Director of Engineering	Christopher Armstrong, Asst. City Engineer
	Tom Pruitt, Utility Engineer	
	The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney	



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

Agenda Item No. 31.

Meeting Date: 02/22/2022

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:

316 & 320 NORTH WOODS STREET

The request of House of Eli (Owner), Tawni Hodge (Applicant) and Copley Land Surveying, Inc. (Surveyor) concerning the property at 316 and 320 North Woods Street, being 0.482 acres in the J.B. McAnair Survey, Abstract No. 763, and being all of Lots 1R and 3R, Block 5, Replat of Lots 1, 2, and 3, Block 5, Exstein's Maple Addition, as follows:

Planning and Zoning Commission

- A. 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.
- B. Zone change approval under Ordinance No. 2280, Section 12, from a C-1 (Retail Business) District to an R-1 (One-Family Residential) District, 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.
- C. Zone change approval under Ordinance No. 2280, Section 12, from an R-1 (One-Family Residential) District to a C-1 (Retail Business) District, being 0.332 acres in the J.B. McAnair 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, Exstein's Maple Addition, also being the proposed Lot 3R of the Replat of Lots 1R & 3R, Block 5, Exstein's Maple Addition.
- D. Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a security office with living quarters for House of Eli on 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. McAnair Survey, Abstract No. 763 in a C-1 (Retail Business) District.

Background:

The property is located at 316 and 320 North Woods Street between West Ellis and West Pecan Streets. 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' (10' x 40') for an office space to include living quarters for security.

The following have been approved for this location:

- November 13, 1990 - 316 North Woods Street - Zone Change from R-1 (One Family Residential) District to a C-1 (Retail Business) District.
- October 22, 2002 - 320 North Woods Street - Specific Use Permit to allow a parking lot in an R-1 (One Family Residential) District.

Adjacent Zoning:

C-1 (Retail Business) District

R-1 (One Family Residential) District

Origination:

House of Eli (Owner)

Tawni Hodge (Applicant)

Copley Land Surveying, Inc. (Surveyor)

Master Plan Designation:

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

and

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

48

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat

Site Plan

Narrative

Floor Plan

Staff Review Letter - Replat

Staff Review Letter - Zone Change & SUP



City Council Regular Meeting

D. 12.

Meeting Date: 03/21/2022

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6460, 6461, 6462, 6463, 6464, 6465, 6466, 6467, 6468 & 6469.

Issue:

D. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6460

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

D. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6461

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

D. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6462

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Self-Storage Facility in an 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

D. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6463

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 15ft. 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 for a Penalty not to Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date; Finding And Determining That The Meeting At Which This Ordinance Is Passed Was Noticed And Is Open To The Public As Required By Law

- D. 6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6464** 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, Surveyor); Providing for a Penalty not to Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date
- D. 7. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6465** 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 for a Penalty not to Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date
- D. 8. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6466** 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 and 825 West Lamar Streets, 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 for a Penalty not to Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date
- D. 9. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6467** 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 for a Penalty not to Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date
- D. 10. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6468** Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the C-1 (Retail Business) District located at 316 North Woods Street, Being 0.332 acres in the J.B. McAnair 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, 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
- D. 11. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6469** 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. McAnair 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
-



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 1.

Meeting Date: 03/21/2022

Prepared By: Robby Hefton, City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6858

Determining 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.

Issue:

Approving A Preliminary Service Plan And Assessment Plan (SAP), Including Proposed Phase One Assessment Roll, For The Bel Air Village Public Improvement District; Directing The Filing Of The Proposed Phase One Assessment Roll 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.

Background:

On March 15, 2021, the City Council of the City of Sherman approved Resolution No. 6711, authorizing, establishing and creating the Bel Air Village Public Improvement District (PID). The property within the district is being developed in phases, the first phase of which includes approximately 58.53 acres, and 327 single-family residential lots. On May 3, 2021, the City Council approved an Assessment Levy Ordinance for Phase 1. This Ordinance provided financing for \$7.2 million of the total \$9.1 million of public infrastructure.

Over this past year market conditions have increased the projected home values and the developer has requested to amend the Assessment Levy Ordinance to capture all the public infrastructure cost via the PID assessment. The PID assessments associated with Phase 1 improvements will total about \$9.1 million. These development costs relate to roads, water and sewer utilities, drainage, sidewalks, landscaping, etc. The PID assessments, which will be brought to the Council at the April 4 Council

meeting via an Assessment Levy Ordinance, will be applied to future property owners within the district at a rate proportional to the lots sizes as lots are sold.

Origination:

City Managers Office

Financial Consideration:

The City determined the estimated total costs of certain public improvements for the benefit of the property within Phase 1 District Improvements and to be financed by the District is \$9,060,054. The City's portion of infrastructure costs for Phase I are unchanged by this proposed amendment.

Staff Recommendation:

Staff recommends Council approval of the preliminary service and assessment plan, acceptance of the cost determination, and setting a public hearing for the Levy Ordinance for the April 4, 2022 City Council Meeting.

Alternatives:

As directed by the City Council

Attachments

Resolution No. 6858

Exhibit A - SAP

Aerial Location Map

RESOLUTION NO. 6858

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 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.

RECITALS

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “Act”) authorizes the governing body (the “City Council”) of the City of Sherman, Texas (the “City”), to create a public improvement district within the City; and

WHEREAS, on March 15, 2021, the City Council of the City approved Resolution No. 6711 (the “Authorization Resolution”), authorizing, establishing and creating the Bel Air Village Public Improvement District (the “District”); and

WHEREAS, the City determined the estimated total costs of certain public improvements, authorized by the Act, for the benefit of the property within Phase #1 of the District (the “Phase #1 Improvements”) and to be financed by the District is \$9,060,054; and

WHEREAS, the property within the District is being developed in phases, the first phase of which includes approximately 58.53 acres (“Phase #1”); and

WHEREAS, the approximate total cost of the Phase #1 Improvements benefitting property in Phase #1 of the District is approximately \$9,060,054, as referenced in Table III-C of the Preliminary Service and Assessment Plan; and

WHEREAS, the City Council and the City staff have been presented A “Bel Air Village Public Improvement District Preliminary Service and Assessment Plan” dated March 21, 2022 (the “Preliminary SAP”), including the proposed assessment roll for Phase #1 attached thereto as Appendix F (the “Proposed Phase #1 Assessment Roll”), a copy of the Preliminary SAP is attached hereto as **Exhibit A** and is incorporated herein for all purposes; and

WHEREAS, the Preliminary SAP sets forth the estimated total costs of the Phase #1 Improvements to be financed by the District for Phase #1 and the proposed Phase #1 Assessment Roll states the assessments proposed to be levied against each parcel of land in Phase #1 of the District as determined by the method of assessment chosen by the City; and

WHEREAS, the Act requires that the Proposed Assessment Roll be filed with the City Secretary of the City (the “City Secretary”) and be subject to public inspection; and

WHEREAS, the Act requires that a public hearing (the “Assessment Hearing”) be called to consider the Preliminary SAP and proposed Phase #1 assessments and requires the City Council to hear and pass on any objections to the Preliminary SAP and proposed Phase #1 assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the City before the tenth (10th) day before the date of the Assessment Hearing.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS AS FOLLOWS:

SECTION 1. The recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council does hereby accept the Preliminary SAP for the District, including the proposed Phase #1 Assessment Roll. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

SECTION 3. The City Council hereby determines that the total costs of the Phase #1 Improvements to be financed by the District are as set forth in Table III-B of the Preliminary SAP, which costs do not include the payment of expenses incurred in the administration of the District or related to the issuance of any possible Bonds. Annual expenses incurred in the administration of the District are shown in the proposed Phase #1 Assessment Roll. Costs related to the issuance of Bonds, if any, in the future for Phase #1 Improvements will be set forth in an updated SAP and will be paid from proceeds of such Bonds, assessments in Phase #1 or other sources.

SECTION 4. The City Council’s final determination and approval of the costs of the Phase #1 Improvements shall be subject to and contingent upon City Council approval of a final Service and Assessment Plan which will include final Phase #1 Assessment Roll, after the properly noticed and held Assessment Hearing.

SECTION 5. The proposed Phase #1 Assessment Roll states the assessment proposed to be levied against each parcel of land in Phase #1 of the District as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary SAP.

SECTION 6. The City Council hereby authorizes and directs the filing of the proposed Phase #1 Assessment Roll with the City Secretary and the same shall be available for public inspection.

SECTION 7. The City Council hereby authorizes, and calls, a meeting and a public hearing (the Assessment Hearing as defined above) to be held on *April 4, 2022 at 5:00 p.m. at City Council Chambers, 220 W. Mulberry, Sherman, Texas 75090*, at which the City Council shall, among other actions, hear and pass on any objections to the proposed assessments; and, upon the adjournment of the Assessment Hearing, the City Council will consider an ordinance levying the assessments as special assessments on property located within Phase #1 of the District that benefits from the Phase #1 Improvements (which ordinance shall specify the method of payment of the assessments). In the event that the City Council will be unable to meet at the City Council Chambers on April 4, 2022, the City will post on its website, www.ci.sherman.tx.us, information for persons to attend the meeting by telephone, videoconference, or other electronic means.

SECTION 8. The City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing to be held on *April 4, 2022* in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in a newspaper of general circulation in the City, on or before March 23, 2022 as required by Section 372.016(b) of the Act.

SECTION 9. When the proposed Phase #1 Assessment Roll is filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary to mail to owners of property liable for assessment notice of the Assessment Hearing to be held on *April 4, 2022*, on or before March 23, 2022, as required by Section 372.016(c) of the Act.

SECTION 10. City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the *April 4, 2022* meeting of the City Council.

SECTION 11. This Resolution shall become effective from and after its date of passage in accordance with law.

(Signature page to follow.)

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS on this the 21st day of March, 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
PRELIMINARY SERVICE AND ASSESSMENT PLAN

(See attached.)

EXHIBIT B
CITY OF SHERMAN, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Sherman, Texas on *April 4, 2022 at 5:00 p.m. at City Council Chambers, 220 W. Mulberry, Sherman, Texas 75090*. In the event that the City Council will be unable to meet at the City Council Chambers on April 4, 2022, the City of Sherman will post on its website, www.ci.sherman.tx.us, information for persons to attend the meeting by telephone, videoconference, or other electronic means. The public hearing will be held to consider proposed assessments to be levied against the assessable property within Phase #1 (“Phase #1”) of the Bel Air Village Public Improvement District (the “District”) pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the “Act”).

The general nature of the proposed improvements authorized by the Act to be undertaken and financed for the benefit of the property within the District (the “Authorized Improvements”) include, but are not limited to, landscaping, entryway features, water, wastewater, sidewalks, streets, roadways, off-street parking, drainage system improvements, trails, parks and open space, special supplemental services for the improvement and promotion of the District, and payment of expenses incurred in the establishment, administration, and operation of the District. The proposed Authorized Improvements to be undertaken at this time include road improvements, water distribution system improvements, sanitary sewer collection system improvements, storm sewer collection system improvements, and costs related to the administration of the District and financing the Phase #1 Improvements.

The total cost of the Authorized Improvements that benefits property within Phase #1 of the District is \$9,060,054.

The boundaries of the District include approximately 278.38 acres of land located within the corporate limits of the City of Sherman, Grayson County, Texas, being composed of tracts generally located in the 300-1000 Blocks East FM 1417 (Vietnam Veterans Parkway). The boundaries of Phase #1 of the District include approximately 58.53 acres of land within the District, as more particularly described by a metes and bounds description is available at Sherman City Hall, 220 W. Mulberry, Sherman, Texas 75090, and available for public inspection.

All written or oral objections on the proposed assessment within the District will be considered at the public hearing.

A copy of the proposed assessment roll relating to the Authorized Improvements to be undertaken at this time, which includes the assessments to be levied against certain assessable property in

Phase #1 of the District, is available for public inspection at the office of the City Secretary, 220 W. Mulberry, Sherman, Texas 75090.

BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT

CITY OF SHERMAN, TEXAS

PRELIMINARY SERVICE AND ASSESSMENT PLAN

April 4, 2022

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY SERVICE AND ASSESSMENT PLAN

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I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On March 15, 2021, the City Council of the City of Sherman passed and approved Resolution No. 6711 approving and authorizing the creation of Bel Air Village Public Improvement District (the “PID”) to finance the costs of certain public improvements for the benefit of property in the PID, which is presently located within the City.

The property in the PID is proposed to be developed in multiple phases, and the PID will finance public improvements for each phase as each phase is developed. Assessments will be imposed on all property in the PID for the public improvements that benefit the entire PID and on the property in each phase for the public improvements to be constructed for the benefit of that phase.

Chapter 372 of the Texas Local Government Code, the “Public Improvement District Assessment Act” (as amended, the “PID Act”), governs the creation and operation of public improvement districts within the State of Texas. The Bel Air Village Public Improvement District Service and Assessment Plan (the “Service and Assessment Plan”) has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan “must (i) cover a period of at least five years; (ii) define the annual indebtedness and the projected costs for improvements; and (iii) include a copy of the notice form required by Section 5.014, Property Code.” The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

Section 372.014 of the PID Act requires that “an assessment plan must be included in the annual service plan.” The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that “the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district.” The method of assessing the costs of the Authorized Improvements and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that “after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter.” The Assessment Roll for the PID is included as Appendix F of this Service and Assessment Plan. The Assessments as shown on each Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. Definitions

Capitalized terms used herein shall have the meanings ascribed to them as follows:

“Actual Cost(s)” means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a Certification for Payment that has been reviewed and approved by the City. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (property and franchise) (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, City permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Administrative Expenses.

Actual Costs include general contractor’s fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a Certification for Payment. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

“Administrator” means the employee or designee of the City, identified in any indenture of trust relating to any Bonds or in any other agreement approved by the City Council, who shall have the responsibilities provided for herein.

“Administrative Expenses” mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial

advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses in one year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

“Annual Installment” means, with respect to each Parcel, each annual payment of: (i) the Assessments, including any applicable interest, as shown on the Assessment Roll attached hereto as Appendix F and Appendix F, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, and (ii) Administrative Expenses.

“Annual Service Plan Update” has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

“Assessed Property” means the property that benefits from the Authorized Improvements to be provided by the PID on which Assessments have been imposed as shown in each Assessment Roll, as each Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes Parcels within the PID other than Non-Benefited Property.

“Assessment” means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

“Assessment Ordinance” means an Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments.

“Assessment Revenues” mean the revenues actually received by or on behalf of the City from the collection of Assessments.

“Assessment Roll” means the Phase #1 Assessment Roll or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update.

“Authorized Improvements” mean those public improvements described in Appendix B-1 of this Service and Assessment Plan and Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

“Bonds” mean bonds, if any, issued in one or more series for financing the Authorized Improvements and secured in whole or in part by the Assessment Revenues.

“Budgeted Cost(s)” means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

“Certification for Payment” means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements.

“City” means the City of Sherman, Texas.

“City Council” means the duly elected governing body of the City.

“County” means Grayson County, Texas.

“Delinquent Collection Costs” mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney’s fees.

“Development Agreement” means that certain “Bel Air Village Master Development Agreement” by and between the City and the Developer, a Texas limited liability company, and related to the development of the Property effective December 18, 2020, as the same may be amended from time to time.

“Developer” means Bel Air Village SFR, LLC.

“Future Phases” means Phases that are fully developed after Phase #1, as such areas are generally depicted in Appendix A. The Future Phases are subject to adjustment and are shown for example only.

“Homeowner Association” means a homeowner’s association or property owners’ association established for the benefit of property owners within the boundaries of the PID.

“Homeowner Association Property” means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a homeowner’s association.

“Lot” means a tract of land described as a “lot” in a subdivision plat recorded in the official public records of Grayson County, Texas.

“Lot Type” means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated average home value for each home at the time of assessment levy (as shown in Appendix E for the calculation of Equivalent Units), considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the City Council.

“Major Improvements” or “MI” mean the Authorized Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

“Non-Benefited Property” means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider to the extent they accrue no special benefit. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.E.

“Parcel” or “Parcels” means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Grayson Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Grayson County.

“Phase” means one or more Parcels within the PID that will be developed in the same general time period. The Parcels within a Phase will be assessed in connection with the execution of a reimbursement agreement and/or issuance of Bonds for Authorized Improvements (or the portion thereof) designated in an update to this Service and Assessment Plan that specially benefit the Parcels within the Phase.

“Phase #1” means the initial Phase to be developed and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix F.

“Phase #1 Assessed Property” means all Parcels within Phase #1 other than Non-Benefited Property and shown in the Phase #1 Assessment Roll against which an Assessment relating to the Phase #1 Projects is levied.

“Phase #1 Assessment Revenues” mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #1 Assessed Property, or the Annual Installments thereof, for the Phase #1 Projects.

“Phase #1 Assessment Roll” means the document included in this Service and Assessment Plan as Appendix F, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

“Phase #1 Improvements” mean the Authorized Improvements which only benefit Phase #1 Assessed Property, which are described in Section III.C.

“Phase #1 Maximum Assessment Per Unit” means for Phase #1, an Assessment per unit related to the Phase #1 Projects for each applicable Lot Type as follows:

Lot Type 1 (50 Ft) - \$31,086.76

Lot Type 2 (40 Ft) - \$27,632.65

Lot Type 3 (25 Ft) - \$24,178.57

“Phase #1 Projects” mean (i) the pro rata portion of the Major Improvements allocable to Phase #1, and (ii) the Phase #1 Improvements.

“Phase #1 Reimbursement Agreement” means that certain Bel Air Village Public Improvement District Phase #1 Reimbursement Agreement expected to be dated by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of Authorized Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs funded by the Developer with interest as permitted by the PID Act.

“PID” has the meaning set forth in Section I.A of this Service and Assessment Plan.

“PID Act” means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

“Prepayment Costs” mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

“Public Property” means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Grayson County, the City, a school district or any other public agency, whether in fee simple or through an exclusive use easement.

“Service and Assessment Plan” means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 278.38 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 945 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of units (945) is based upon the proposed development plan.

The property within the PID is proposed to be developed as follows:

Table II-A
Proposed Development

Lot Type	Quantity	Measurement
25 Ft	187	Units
30 Ft	79	Units
40 Ft	260	Units
50 Ft	350	Units
60 Ft	69	Units
Total	945	Units

B. PROPERTY INCLUDED IN PHASE #1

Phase #1 consists of approximately 58.53 acres and is projected to consist of 327 single family residential units, to be developed as Phase #1, as further described in Section III. A map of the property within the PID is shown in Appendix A.

The property within Phase #1 is proposed to be developed as follows:

Table II-B
Proposed Development – Phase #1

Lot Type	Quantity	Measurement
25 Ft	98	Units
40 Ft	124	Units
50 Ft	105	Units
Total	327	Units

C. PROPERTY INCLUDED IN FUTURE PHASES

As Future Phases are developed, this Service and Assessment Plan will be updated to add additional details of each new Phase(s) as shown for Phase #1 in Section II.B. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phases are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Roll included as Appendix F.

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

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III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

- (i) landscaping;
- (ii) erection of fountains, distinctive lighting, and signs;
- (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
- (iv) construction or improvement of pedestrian malls;
- (v) acquisition and installation of pieces of art;
- (vi) acquisition, construction, or improvement of libraries;
- (vii) acquisition, construction, or improvement of off-street parking facilities;
- (viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;
- (ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;
- (x) the establishment or improvement of parks;
- (xi) projects similar to those listed in Subdivisions (i)-(x);
- (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
- (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;
- (xiv) payment of expenses incurred in the establishment, administration and operation of the district; and
- (xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B and III.C below and shown in the opinion of probable costs included as Appendix B-1 and on the Diagrams shown in Appendix C for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan.

B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS

The Major Improvements benefit the entire PID. The costs of the Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the type of development and anticipated number of lots. The costs of the Major improvements are shown in Table III-A.

The Major Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs shown in Table III-A and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Major Improvements follows:

Roadway Improvements

The roadway improvement portion of the Major Improvements consists of the construction of entrance road improvements, including related grading, paving, drainage, curbs, gutters, sidewalks, retaining walls, erosion control, signage, street lighting, and traffic control devices, which benefit the Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water improvement portion of the Major Improvements consists of construction and installation of waterlines, mains, pipes, valves, and appurtenances, necessary for the water distribution system that will service the Assessed Property. The water improvements will be designed and constructed according to City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Major Improvements consists of construction and installation of pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed according to City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage improvement portion of the Major Improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts, which benefit the Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Landscaping and Hardscaping

The landscaping improvement portion of the Major Improvements consists of landscaping, irrigation, and hardscaping.

Table III-A
Estimated Major Improvement Costs

Authorized Improvements	Total Major Improvement Costs	Phase #1 Allocated Amount¹	Future Phases Allocated Amount¹
Roadway Improvements	\$294,648	\$41,570	\$253,078
Water Improvements	\$337,501	\$16,016	\$321,485
Sanitary Sewer Improvements	\$642,793	\$158,699	\$484,094
Storm Drainage Improvements	\$744,938	\$345,798	\$399,140
Landscaping and Hardscaping	\$452,500	\$452,500	\$0
Other Soft and Miscellaneous Costs	\$1,399,460	\$471,868	\$927,592
Total Authorized Improvements	\$3,871,840	\$1,486,451	\$2,385,389

Note: Costs provided by Kimley-Horn. The figures shown in Table III-A may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the Total Authorized Improvements amount does not change.

1 - The Major Improvements are allocated between the property within Phase #1 and the Future Phases based on the engineering allocations described in Appendix B-2 as summarized in Table V-A.

C. DESCRIPTIONS AND COSTS OF PHASE #1 IMPROVEMENTS

The Phase #1 Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Phase #1 Projects are shown in Table III-B and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Phase #1 Improvements are as follows, and a description of the Major Improvements that are a portion of the Phase #1 Projects can be found in Section III-B above.

Road Improvements

The road improvement portion of the Phase #1 Improvements consists of the construction of road and thoroughfare improvements, including related grading, paving, drainage, curbs, gutters, sidewalks, retaining walls, erosion control, signage, street lighting, and traffic control devices, which benefit the Phase #1 Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water improvements portion of the Phase #1 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Phase #1 Assessed

Property. The water improvements will be designed and constructed according to City standards and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Phase #1 Improvements consists of construction and installation of pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to Phase #1 Assessed Property. The sanitary sewer improvements will be designed and constructed according to City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage improvement portion of the Phase #1 Improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts, which benefit the Phase #1 Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Landscaping and Hardscaping

The landscaping improvement portion of the Phase #1 Improvements consists of landscaping, irrigation, and hardscaping.

Table III-B
Estimated Phase #1 Projects Costs

Authorized Improvements	Phase #1's Share of Major Improvements	Phase #1 Improvement Costs	Total Phase #1 Projects
Roadway Improvements	\$41,570	\$2,126,609	\$2,168,179
Water Improvements	\$16,016	\$713,377	\$729,393
Sanitary Sewer Improvements	\$158,699	\$863,168	\$1,021,867
Storm Drainage Improvements	\$345,798	\$2,076,534	\$2,422,332
Landscaping and Hardscaping	\$452,500	\$188,947	\$641,447
Other Soft and Miscellaneous Costs	\$471,868	\$1,604,968	\$2,076,836
Total Authorized Improvements	\$1,486,451	\$7,573,603	\$9,060,054

Note: Costs provided by Kimley-Horn. The figures shown in Table III-A may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the Total Authorized Improvements amount does not change.

1 - The Major Improvements are allocated between the property within Phase #1 and the Future Phases based on the engineering allocations described in Appendix B-2 as summarized in Table V-A.

D. FUTURE PHASES

As Future Phases are developed, in association with execution of a reimbursement agreement and/or issuance of Bonds for such Future Phase, this SAP will be amended to identify the specific Authorized Improvements that confer a special benefit to the property inside each Future Phase

(e.g., a Table III-C will be added to show the costs for the specific Authorized Improvements financed within the specific Future Phase being developed.)

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IV. SERVICE PLAN

A. SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five-year period. The Major Improvements and Phase #1 Projects are substantially complete and anticipated to be dedicated to the City in 2Q22.

The Actual Costs for Phase #1 Projects are \$9,060,054 as shown in Table IV-A. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an “Annual Service Plan Update.”

As Future Phases are developed in connection with the execution of a reimbursement agreement and/or issuance of Bonds, this Service and Assessment Plan will be amended (e.g., Table IV-B will be added for phase #2, etc.).

The Phase #1 Reimbursement Agreement shown in Table IV-A will be used to reimburse the Developer for a portion of the costs of the Phase #1 Projects.

Table IV-A
Estimated Sources and Uses – Phase #1

Sources of Funds	Phase #1 Reimbursement Agreement
Assessments	\$9,060,054
Other funding sources	\$0
Total Sources	\$9,060,054
Uses of Funds	
<i>Major Improvements:</i>	
Roadway Improvements	\$2,168,179
Water Improvements	\$729,393
Sanitary Sewer Improvements	\$1,021,867
Storm Drainage Improvements	\$2,422,332
Landscaping and Hardscaping	\$641,447
Other Soft and Miscellaneous Costs	\$2,076,836
<i>Subtotal</i>	<i>\$9,060,054</i>
Total Uses	\$9,060,054

B. FIVE YEAR SERVICE PLAN

Phase #1

The annual projected costs and annual projected indebtedness for Phase #1 is shown in Table IV-B. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-B
Annual Projected Costs and Annual Projected Indebtedness

Year Ending September 1	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Phase #1 Annual Installments
2021	\$9,060,054	\$9,060,054	\$0	\$0
2022	\$0	\$0	\$0	\$720,974
2023	\$0	\$0	\$0	\$721,800
2024	\$0	\$0	\$0	\$722,643
2025	\$0	\$0	\$0	\$723,505
2026	\$0	\$0	\$0	\$724,385
Total	\$9,060,054	\$9,060,054	\$0	\$3,613,307

The annual projected costs shown in Table IV-B are the annual expenditures relating to the Phase #1 Projects shown in Table III-B. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

As Future Phases are developed, in association with the execution of a reimbursement agreement and/or issuance of Bonds for each Future Phase, this Table IV-B will be updated to identify the Authorized Improvements of each new phase and the projected indebtedness resulting from each additional reimbursement agreement and/or issuance of Bonds.

C. HOMEBUYER DISCLOSURE

The PID Act requires that this Service and Assessment Plan and each Annual Service Plan update include a copy of the notice form required by Section 5.014 of the Texas Property Code. The homebuyer disclosure is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

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V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Phase #1 Projects shall be allocated as described below:

1. The Major Improvement costs are proportionally allocated to the Phase #1 and the Future Phases based on allocation of costs provided by the project engineer and attached herein as Appendix B-2.
2. The costs of the Phase #1 Projects (including a proportional share of the Major Improvements) that only benefit Phase #1 shall be allocated on the basis of Equivalent Units calculated using the average home price of each Lot Type once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of such Authorized Improvements of Phase #1 Assessed Property to Parcels similarly benefited.
3. As Future Phases are developed, the proportional share of the Major Improvements currently allocated to the Future Phases will further be reallocated to each individual Phase to be developed in the future in the same manner as the allocations to Phase #1 so that the method of reallocation will result in the imposition of equal shares of the costs of such Major Improvements to Parcels within each of the future phases similarly benefited.

Table V-A provides a summary of the allocation of costs of the Authorized Improvements constituting Major Improvements as provided by the project engineer.

At this time, it is impossible to determine with absolute certainty the amount of special benefit each Parcel within Future Phases will receive from the direct Authorized Improvements that will benefit each individual phase. Therefore, Parcels will only be assessed for the special benefits conferred upon the Parcel at this time because of the Major Improvements and Phase #1 Improvements, as applicable.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within Phase #1 as a result of the Phase #1 Projects, as applicable, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Phase #1 Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Phase #1 Projects, as applicable, to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Phases are developed, in connection with execution of a reimbursement agreement and/or issuance of Bonds, this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Phase.

B. SPECIAL BENEFIT

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B-1 to this Service and Assessment Plan) are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as “the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.” (*Dictionary of Real Estate Appraisal, Third Edition.*) The Authorized Improvements are expected to be required for the

proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;
2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;
3. The Authorized Improvements are required for the highest and best use of the property;
4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);
5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,
6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. ALLOCATION OF MAJOR IMPROVEMENT COSTS TO ASSESSED PROPERTY

The Major Improvements will provide a special benefit to all property in the PID. Accordingly, the estimated Major Improvement costs must be allocated throughout all Assessed Property in the PID. Table V-A summarizes the allocation of Budgeted Costs for each type of Major

Improvement. The costs shown in Table V-A are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Table V-A
Allocation of Major Improvement Costs

Authorized Improvement	Major Improvement Costs	Phase #1 Percent Allocation	Major Improvements Allocated to Phase #1	Future Phases Percent Allocation	Major Improvements Allocated to Future Phases
Roadway Improvements	\$294,648	14.11%	\$41,570	85.89%	\$253,078
Water Improvements	\$337,501	4.75%	\$16,016	95.25%	\$321,485
Sanitary Sewer Improvements	\$642,793	24.69%	\$158,699	75.31%	\$484,094
Storm Drainage Improvements	\$744,938	46.42%	\$345,798	53.58%	\$399,140
Landscaping and Hardscaping	\$452,500	100.00%	\$452,500	0.00%	\$0
Other Soft and Miscellaneous Costs	\$1,399,460	33.72%	\$471,868	66.28%	\$927,592
Total Major Improvements	\$3,871,840		\$1,486,451		\$2,385,389

See appendix B-2 for detailed descriptions and calculations of the allocations as provided by the project engineer.

D. ASSESSMENT METHODOLOGY

The costs of the Authorized Improvements may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The costs of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

1. Assessment Methodology for Phase #1

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Projects shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of units anticipated to be developed on each Parcel within Phase #1.

Based on the estimates of the costs of the Phase #1 Projects, as set forth in Table III-B, the City Council has determined that the benefit to Phase #1 Assessed Property of the Phase #1 Projects is at least equal to the Assessments levied on the Phase #1 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated equivalent units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated number of units at the time residential Lots are platted to the total estimated number of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

3. Assessment Methodology for Future Phases

When any given Future Phase is developed, and reimbursement agreement executed for that Future Phase and/or issuance of Bonds, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within that Phase.

E. ASSESSMENTS

The Assessments for the Phase #1 Reimbursement Agreement will be levied on each Parcel or Lot according to the Phase #1 Assessment Roll, as applicable. The Annual Installments for the Phase #1 Reimbursement Agreement will be collected on the dates and in the amounts shown on the Phase #1 Assessment Roll, respectively, subject to revisions made during an Annual Service Plan Update. Non-Benefited Property will not be subject to any Assessments.

See Appendix E for Assessment per equivalent unit, leverage, and estimated tax rate equivalent calculation details.

F. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on each Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

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VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #1

The Assessment and Annual Installments for each Assessed Property located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from Phase #1 Assessed Property in an amount sufficient to pay (i) principal and interest on the Phase #1 Reimbursement Agreement, and (ii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available funds to reduce the Annual Installments.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE PHASES

As Future Phases are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within Future Phases (e.g., an Appendix will be added as the Assessment Roll for phase #2, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

C. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment for each new subdivided Parcel
- B = the Assessment for the Parcel prior to subdivision
- C = the estimated Equivalent Units to be built on each new subdivided Parcel
- D = the sum of the estimated Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

D. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.
2. If at any time the Assessment per Unit on a Parcel exceeds the Assessment per Unit calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per Unit for the Parcel exceeds the Assessment per Unit calculated in this Service and Assessment Plan.
3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

E. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with the reimbursement agreements have been completed, including any additional Authorized Improvements described herein, and Actual Costs for such Authorized Improvements are less than the Actual Costs used to calculate the Assessments securing such reimbursement obligations, then the Assessment securing such reimbursement obligations for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs. The Assessments shall not be

reduced to an amount less than the outstanding reimbursement obligations. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If the Authorized Improvements to be funded with the respective reimbursement agreements, including any additional Authorized Improvements described herein, are not undertaken by the City, the Assessment securing such reimbursement obligations for each Assessed Property shall be reduced by the City Council to reflect only the Actual Costs that were expended. The City Council shall reduce such Assessments for each Assessed Property pro rata such that the sum of the resulting reduced Assessments equals the Actual Costs with respect to such Authorized Improvements that were undertaken. The Assessments shall not be reduced to an amount less than the related outstanding reimbursement obligations.

F. PAYMENT OF ASSESSMENTS

1. Payment in Full

- (a) The Assessment for any Parcel may be paid in full at any time. Payment shall include all Prepayment Costs.
- (b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.
- (c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.
- (d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the Act authorizes the City to collect interest and collection costs on the outstanding Assessment. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown in the Phase #1 Assessment Roll, which includes interest on the outstanding Assessment and Administrative Expenses.

Each Assessment for the Phase #1 Assessed Property shall be paid with interest based on an estimated interest rate of 7.45% per annum for years 1 through 5 and 4.45% per annum following the fifth Annual Installment. The interest on the Phase #1 Reimbursement Agreement shall be paid at a rate not to exceed five hundred basis points (5.00%) above the highest average index rate

for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the Bond Buyer Index for which the highest average rate during the previous thirty days prior to the levy of Assessments was ████%. The City has determined that the Assessments shall bear interest at the rate of 7.45% per annum for years 1 through 5 and 4.45% per annum following the fifth Annual Installment, which rate are equal to both the initial maximum allowable rate of interest of 7.45% as well as the maximum allowable rate of interest following the fifth Annual Installment, which would be 4.45%. Furthermore, the principal and interest component of the Annual Installments may not exceed the amounts shown on the Assessment Roll. The Assessment Rolls, updated with the actual interest rate on the respective reimbursement agreements, are shown in Appendix F.

The Annual Installments shall be reduced to equal the actual costs of repaying the reimbursement obligation under the applicable reimbursement agreement and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

G. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

The collection of the first Annual Installment for a Phase #1 Lot or Parcel shall commence upon the earlier of: (i) with tax bills sent the first October following the issuance of the first building permit for each Lot within each Phase, such that Assessments are billed only for Lots for which a building permit has been issued, (ii) with tax bills sent the first October after issuance of any Bonds secured by the respective reimbursement agreement for Phase #1 Assessed Property, or (iii) with tax bills sent the first October following the second anniversary of the levy of Assessments on the Phase #1 Assessed Property such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Phase #1 Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such property as they become due and payable.

VII. THE ASSESSMENT ROLL

A. PHASE #1 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Phase #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Phase #1.

The Phase #1 Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Phase #1 Projects. Table VII-B summarizes the \$9,060,054 in special benefit received by the Phase #1 Assessed Property from the Phase #1 Projects. The Assessment amount of the Phase #1 Reimbursement Agreement is \$9,060,054, which is equal to the benefit received by the Phase #1 Assessed Property. Accordingly, the total Assessment to be applied to all the Phase #1 Assessed Property is \$9,060,054 plus annual Administrative Expenses. The Assessment for each Phase #1 Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Phase #1 Assessment Roll is attached hereto as Appendix F.

Table VII-B
Special Benefit Summary - Phase #1

Special Benefit	Total Cost
Phase #1 Projects	\$9,060,054
Total Special Benefit	\$9,060,054
Special Benefit:	
Total Special Benefit	\$9,060,054
Projected Phase #1 Assessment	\$9,060,054
Excess Benefit	\$0

(a) See Table III-B for details.

B. FUTURE PHASE ASSESSMENT ROLL

As Future Phases are developed, this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future Phase (e.g., an appendix will be added as the Assessment Roll for each Future Phase).

C. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phase #1 Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each

Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.G of this Service and Assessment Plan.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error, and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable “Notice of the PID Assessment Termination”.

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels: (i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan.

D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive.

E. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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APPENDIX A
PID MAP

APPENDIX B-1
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

BEL AIR VILLAGE - SHERMAN, TX
BUDGET SUMMARY
4/16/2021

NUMBER OF ACRES NUMBER OF LOTS	PHASE 1				FUTURE PHASES			
	58.5				153.5			
	327				618			
	TOTAL	PID DIRECT	PID MI	NON-PID	TOTAL	PID DIRECT	PID MI	NON-PID
ENGINEERING, CONSULTING, CITY FEES	1,339,464	916,459	336,736	86,269	2,782,955	2,072,216	710,739	0
EXCAVATION AND EROSION CONTROL	1,968,806	576,156	206,651	1,185,999	4,240,163	945,506	40,269	3,254,388
WATER SYSTEMS	729,393	713,377	16,016	0	1,632,722	1,311,238	321,485	0
SANITARY SEWER	1,021,866	863,168	158,699	0	2,052,577	1,427,124	484,095	141,358
STORM SEWER	1,662,616	1,501,598	139,147	0	2,659,119	2,227,529	358,871	72,719
PAVING	2,168,179	2,126,609	41,570	0	5,840,421	5,587,343	253,078	0
SITE FENCING / RETAINING WALLS / LANDSCAPE	1,079,065	188,947	452,500	437,618	1,126,309	356,000	0	770,309
DRY UTILITIES	89,400	0	0	89,400	27,000	0	0	27,000
SUB-TOTAL CONSTRUCTION COST	10,058,789	6,886,313	1,351,320	1,799,286	20,361,265	13,926,956	2,168,535	4,265,774
PER LOT COST	30,761	21,059	4,132	5,502	32,947	22,536	3,509	6,903
10% CONTINGENCY	1,005,879	688,631	135,132	179,929	2,036,127	1,392,696	216,854	426,577
SUB-TOTAL WITH CONTINGENCY	11,064,668	7,574,944	1,486,452	1,979,215	22,397,392	15,319,651	2,385,389	4,692,352
ROLLBACK TAXES	87,795	0	0	87,795	230,220	0	0	230,220
TOTAL CONSTRUCTION COST	11,152,463	7,574,944	1,486,452	2,067,010	22,627,612	15,319,651	2,385,389	4,922,572
PER LOT COST	34,105	23,165	4,546	6,321	36,614	24,789	3,860	7,965

OVERALL PROJECT TOTALS			
212.0			
945			
TOTAL	PID DIRECT	PID MI	NON-PID
4,122,419	2,988,675	1,047,475	86,269
6,208,969	1,521,662	246,920	4,440,387
2,362,115	2,024,614	337,501	0
3,074,443	2,290,291	642,793	141,358
4,321,735	3,729,127	498,018	72,719
8,008,599	7,713,952	294,648	0
2,205,374	544,947	452,500	1,207,927
116,400	0	0	116,400
30,420,054	20,813,268	3,519,855	6,065,061
32,191	22,025	3,725	6,418
3,042,005	2,081,327	351,985	606,506
33,462,059	22,894,595	3,871,840	6,671,567
318,015	0	0	318,015
33,780,074	22,894,595	3,871,840	6,989,582
35,746	24,227	4,097	7,396

BELAIR BLVD	
CITY	
PHASE 1	FUTURE PHASES
223,468	301,519
28,766	53,839
144,768	144,794
0	0
74,521	143,255
814,923	1,310,592
182,840	218,850
7,200	27,000
1,476,486	2,199,848
3,676,335	
S3,890	

NOTES

- 1 ROLLBACK TAXES ESTIMATED AT \$1,500 PER ACRE
- 2 NO PARK DEDICATION FEES ARE REQUIRED
- 3 WATER METER IMPACT FEE TO THE BUILDER FOR A 3/4" METER IS \$1,000.00 PER BUILDING PERMIT.
- 4 SEWER IMPACT FEE TO THE BUILDER AT \$500.00 PER BUILDING PERMIT
- 5 ROADWAY IMPACT FEES AT \$1,000.00 PER SINGLE FAMILY BUILDING PERMIT
- 6 BUILDING PERMIT / INSPECTION FEES = \$0.30 PER SQUARE FOOT PLUS \$25.00
- 7 CITY CONTRACTS AND PAYS FOR ALL PUBLIC INFRASTRUCTURE CMT
- 8 MOISTURE CONDITIONING (PADS) & CMT ASSUMED, NO GEOTECH AVAILABLE (PHASE 1= \$1,084,546)
- 9 UNCLASSIFIED EXCAVATION (FILL) TAKEN FROM FUTURE PHASES
- 10 CLEARING OF OFFSITE SANITARY MAIN 100% PID ELIGIBLE, VERIFY ACREAGE FOR BUDGET
- 11 SANITARY MANHOLES DO NOT REQUIRE REQUIRE COATING
- 12 DEVELOPER PAYS CITY FOR STREET SIGNS, CITY INSTALLS
- 13 STREETLIGHTS SHALL BE INSTALLED BY FRANCHISE PROVIDER AND APPROVED BY CITY (WILL REQUIRE PHOTOMETRIC PLAN)
- 14 VERIFY DETENTION POND BUILT IN PHASE 1, KEEP DRY IF POSSIBLE (2 BUBBLERS INCLUDED IN BUDGET)
- 15 INTERNAL PARK BUDGET NOT FINALIZED UNTIL EXTENT OF IMPROVEMENTS ARE KNOWN
- 16 WATER METERS ENGINEERED TOWARDS VALUE (300% INCREASE IN CITY WATER IMPACT FEES 2" VS. 1")
- 17 GRAND AVENUE - LANDSCAPE/IRRIGATION BUDGETED, NO OTHER COSTS INCLUDED [CITY PAYING FOR STREET VIA TIRZ?]
- 18 GRAND AVENUE - 8" PAVEMENT UNIT PRICE TO INCLUDE 17' MEDIAN, NO MEDIAN NOSES BUDGETED (4 MAX)
- 19 IS TRAFFIC LIGHT & DECELERATION LANE TIRZ FUNDED?

LOT COUNTS			
LOT SIZE	PHASE 1	FUTURE PHASES	TOTAL
25'S	98	89	187
30's	0	79	79
40'S	124	136	260
50's	105	245	350
60's	0	69	69
TOTAL LOTS	327	618	945
ACREAGE	58.530	153.500	212.030

**BEL AIR VILLAGE - SHERMAN, TX
PHASE 1 - BUDGET**

4/16/2021

ENGINEERING, CONSULTING, AND FEES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	CIVIL ENGINEERING AND SURVEYING	LOT	327	\$1,800.00	\$588,600.00	\$391,450.00	\$147,150.00	\$50,000.00
2	RECORD EASEMENT REVIEW	LS	0	\$11,625.00	\$0.00	\$0.00	\$0.00	\$0.00
3	CONSTRUCTION MANAGEMENT	LOT	327	\$1,500.00	\$490,500.00	\$367,875.00	\$122,625.00	\$0.00
4	INSPECTION FEES	%	4.0%	\$3,908,634.56	\$156,345.38	\$117,259.04	\$39,086.35	\$0.00
5	CITY APPLICATION FEES	LS	1	\$1,500.00	\$1,500.00	\$1,125.00	\$375.00	\$0.00
6	PRO-RATA	LS	0	\$377,440.00	\$0.00	\$0.00	\$0.00	\$0.00
7	PARKLAND DEDICATION FEES	LOT	327	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	FINAL SOILS REPORT	LOT	1	\$30,000.00	\$30,000.00	\$22,500.00	\$7,500.00	\$0.00
9	CMT	%	0.80%	\$3,908,634.56	\$31,269.08	\$0.00	\$0.00	\$31,269.08
10	TRAFFIC IMPACT ANALYSIS	LS	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11	PHOTOMETRIC & LIGHTING PLANS	LS	1	\$1,250.00	\$1,250.00	\$1,250.00	\$0.00	\$0.00
12	LANDSCAPE ARCHITECT	LS	1	\$40,000.00	\$40,000.00	\$15,000.00	\$20,000.00	\$5,000.00
TOTAL - ENGINEERING, CONSULTING, AND FEES:					\$1,339,464.46	\$916,459.04	\$336,736.35	\$86,269.08
PER LOT:					\$4,096	\$2,803	\$1,030	\$264

GRADING AND SITE PREPARATION

EXCAVATION

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	CONSTRUCTION ENTRANCE	EA	1	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	\$0.00
2	CLEARING AND GRUBBING	AC	58.53	\$2,000.00	\$117,060.00	\$117,060.00	\$0.00	\$0.00
3	DEMO EXISTING STRUCTURES	LS	1	\$30,000.00	\$30,000.00	\$30,000.00	\$0.00	\$0.00
4	DRAIN & DEMUCK POND	EA	1	\$25,000.00	\$25,000.00	\$25,000.00	\$0.00	\$0.00
5	CAP EXISTING WELL	EA	1	\$4,500.00	\$4,500.00	\$4,500.00	\$0.00	\$0.00
6	CLEARING OF SANITARY SEWER MAIN EASEMENT (OFFSITE)	AC	5	\$3,500.00	\$17,500.00	\$0.00	\$17,500.00	\$0.00
7	UNCLASSIFIED EXCAVATION (CUT)	CY	28,000	\$2.30	\$64,400.00	\$64,400.00	\$0.00	\$0.00
8	UNCLASSIFIED EXCAVATION (FILL FROM FUTURE PHASES)	CY	144,000	\$2.30	\$331,200.00	\$198,720.00	\$132,480.00	\$0.00
9	DETENTION POND UNCLASSIFIED EXCAVATION (CUT)	CY	34,863	\$2.30	\$80,184.90	\$48,439.70	\$27,992.55	\$3,752.65
10	MOISTURE CONDITIONING 8' - OVER EXCAVATION	CY	406,371	\$2.30	\$934,653.30	\$0.00	\$0.00	\$934,653.30
11	POLY SEAL LOTS	LOT	327	\$400.00	\$130,800.00	\$0.00	\$0.00	\$130,800.00
12	CMT (MOISTURE CONDITIONING)	LS	2%	\$934,653.30	\$18,693.07	\$0.00	\$0.00	\$18,693.07
13	ROUGH LOT BENCHING	LOT	327	\$150.00	\$49,050.00	\$0.00	\$0.00	\$49,050.00
14	FINAL LOT BENCHING	LOT	327	\$150.00	\$49,050.00	\$0.00	\$0.00	\$49,050.00
TOTAL - EXCAVATION WITH NO MOISTURE CONDITIONING:					\$1,854,091.27	\$490,119.70	\$177,972.55	\$1,185,999.02
PER LOT:					\$5,670	\$1,499	\$544	\$3,627

EROSION CONTROL

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	SILT FENCE	LF	6,700	\$1.45	\$9,715.00	\$7,286.25	\$2,428.75	\$0.00
2	INLET PROTECTION	EA	54	\$300.00	\$16,200.00	\$12,150.00	\$4,050.00	\$0.00
3	SEED DISTURBED AREAS	AC	40.00	\$400.00	\$16,000.00	\$12,000.00	\$4,000.00	\$0.00
4	4' CURLEX	LF	26,000	\$1.30	\$33,800.00	\$25,350.00	\$8,450.00	\$0.00
5	SWPPP	LS	1	\$3,000.00	\$3,000.00	\$2,250.00	\$750.00	\$0.00
6	SWPPP INSPECTIONS	EA	12	\$3,000.00	\$36,000.00	\$27,000.00	\$9,000.00	\$0.00
TOTAL - EROSION CONTROL:					\$114,715.00	\$86,036.25	\$28,678.75	\$0.00
PER LOT:					\$351	\$263	\$88	\$0

WET UTILITIES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	8" AWWA C900 PVC WATERLINE & FITTINGS	LF	10,845	\$24.00	\$260,280.00	\$260,280.00	\$0.00	\$0.00
2	12" AWWA C900 PVC WATERLINE & FITTINGS	LF	0	\$36.00	\$0.00	\$0.00	\$0.00	\$0.00
3	20" x 12" TEE	EA	0	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00
4	12" GATE VALVE & BOX	EA	0	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00
5	8" GATE VALVE & BOX	EA	44	\$1,300.00	\$57,200.00	\$54,600.00	\$2,600.00	\$0.00
6	3/4" IRRIGATION SERVICES	EA	8	\$800.00	\$6,400.00	\$5,600.00	\$800.00	\$0.00
7	3/4" SINGLE WATER SERVICE	EA	327	\$800.00	\$261,600.00	\$261,600.00	\$0.00	\$0.00
8	FIRE HYDRANT ASSEMBLY	EA	23	\$4,000.00	\$92,000.00	\$80,000.00	\$12,000.00	\$0.00
9	TRENCH SAFTEY	LF	10,845	\$1.00	\$10,845.00	\$10,845.00	\$0.00	\$0.00
10	TESTING (CITY-REQUIRED)	LF	10,845	\$1.20	\$13,014.00	\$13,014.00	\$0.00	\$0.00
11	PAYMENT, PERFORMANCE, & MAINTENANCE BOND	LF	4%	\$701,339.00	\$28,053.56	\$27,437.56	\$616.00	\$0.00

SUBTOTAL UTILITIES - WATER SYSTEMS:

	\$729,392.56	\$713,376.56	\$16,016.00	\$0.00
PER LOT:	\$2,231	\$2,182	\$49	\$0

UTILITIES - SANITARY SEWER

1	8" SDR-35 PVC PIPE	LF	10,156	\$28.00	\$284,368.00	\$284,368.00	\$0.00	\$0.00
2	4.0' DIAMETER MANHOLE	EA	28	\$4,600.00	\$128,800.00	\$128,800.00	\$0.00	\$0.00
3	8" SDR-35 PVC PIPE (TRUNK SEWER A)	LF	598	\$28.00	\$16,744.00	\$6,697.60	\$10,046.40	\$0.00
4	10" SDR-26 PVC PIPE (TRUNK SEWER A)	LF	1,062	\$36.00	\$38,232.00	\$15,292.80	\$22,939.20	\$0.00
5	12" SDR-26 PVC PIPE (TRUNK SEWER A)	LF	1,160	\$50.00	\$58,000.00	\$23,200.00	\$34,800.00	\$0.00
6	15" SDR-26 PVC PIPE (TRUNK SEWER A)	LF	1,318	\$60.00	\$79,080.00	\$31,632.00	\$47,448.00	\$0.00
7	4.0' DIAMETER MANHOLE (TRUNK SEWER A)	EA	7	\$4,600.00	\$32,200.00	\$12,880.00	\$19,320.00	\$0.00
8	5.0' DIAMETER MANHOLE (TRUNK SEWER A)	EA	5	\$6,500.00	\$32,500.00	\$13,000.00	\$19,500.00	\$0.00
9	CONNECT TO EXISTING MANHOLE (TRUNK SEWER A)	EA	1	\$500.00	\$500.00	\$200.00	\$300.00	\$0.00
10	CONCRETE ENCASEMENT	LF	0	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00
11	4" SDR-35 SEWER SERVICES	EA	327	\$875.00	\$286,125.00	\$286,125.00	\$0.00	\$0.00
12	END & 8" PLUG FOR FUTURE DEVELOPMENT	EA	2	\$500.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00
13	TRENCH SAFTEY	LF	10,156	\$1.00	\$10,156.00	\$10,156.00	\$0.00	\$0.00
14	TESTING (CITY-REQUIRED)	LF	10,156	\$0.75	\$7,617.00	\$7,617.00	\$0.00	\$0.00
15	TRENCH SAFTEY (TRUNK SEWER A)	LF	4,138	\$1.00	\$4,138.00	\$1,655.20	\$2,482.80	\$0.00
16	TESTING (CITY-REQUIRED) (TRUNK SEWER A)	LF	4,138	\$0.75	\$3,103.50	\$1,241.40	\$1,862.10	\$0.00
17	PAYMENT, PERFORMANCE, & MAINTENANCE BOND	LS	4%	982,563.50	\$39,302.54	\$39,302.54	\$0.00	\$0.00

SUBTOTAL UTILITIES - SANITARY SEWER:

	\$1,021,866.04	\$863,167.54	\$158,698.50	\$0
PER LOT:	\$3,125	\$2,640	\$485	\$0

UTILITIES - STORM SEWER - PID DIRECT

1	4' x 4' R.C.B	LF	160	\$275.00	\$44,000.00	\$44,000.00	\$0.00	\$0.00
2	5' x 4' R.C.B	LF	359	\$300.00	\$107,700.00	\$107,700.00	\$0.00	\$0.00
3	48" Class III RCP	LF	897	\$180.00	\$161,460.00	\$161,460.00	\$0.00	\$0.00
4	42" Class III RCP	LF	486	\$150.00	\$72,900.00	\$72,900.00	\$0.00	\$0.00
5	36" Class III RCP	LF	858	\$110.00	\$94,380.00	\$94,380.00	\$0.00	\$0.00
6	30" Class III RCP	LF	700	\$80.00	\$56,000.00	\$56,000.00	\$0.00	\$0.00
7	24" Class III RCP	LF	1,519	\$60.00	\$91,140.00	\$91,140.00	\$0.00	\$0.00
8	18" Class III RCP	LF	2,269	\$53.00	\$120,257.00	\$120,257.00	\$0.00	\$0.00
9	3' x 3' JUNCTION BOX	EA	1	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$0.00
10	4' x 4' JUNCTION BOX	EA	4	\$3,800.00	\$15,200.00	\$15,200.00	\$0.00	\$0.00
11	5' x 5' JUNCTION BOX	EA	1	\$4,500.00	\$4,500.00	\$4,500.00	\$0.00	\$0.00
12	6' x 6' JUNCTION BOX	EA	3	\$6,500.00	\$19,500.00	\$19,500.00	\$0.00	\$0.00
13	7' x 7' JUNCTION BOX	EA	1	\$8,500.00	\$8,500.00	\$8,500.00	\$0.00	\$0.00
14	10' CURB INLET	EA	66	\$3,750.00	\$247,500.00	\$247,500.00	\$0.00	\$0.00
15	TRENCH SAFETY	LF	7,248	\$1.00	\$7,248.00	\$7,248.00	\$0.00	\$0.00
16	TESTING (CITY-REQUIRED)	LF	7,248	\$1.00	\$7,248.00	\$7,248.00	\$0.00	\$0.00
17	PAYMENT, PERFORMANCE, & MAINTENANCE BOND	LS	4%	\$1,060,533.00	\$42,421.32	\$42,421.32	\$0.00	\$0.00

SUBTOTAL UTILITIES - STORM SEWER:

	\$1,102,954.32	\$1,102,954.32	\$0.00	\$0.00
PER LOT:	\$3,373	\$3,373	\$0	\$0

UTILITIES - STORM SEWER - MASTER IMPROVEMENT - LINE B

								Total Infr
1	5' x 5' R.C.B	LF	177	\$350.00	\$61,950.00	\$51,362.75	\$6,610.07	\$3,977.19
2	(3) 8' x 4' R.C.B.	LF	50	\$1,900.00	\$95,000.00	\$61,835.50	\$33,164.50	\$4,446.00
3	48" Class III RCP	LF	756	\$180.00	\$136,080.00	\$96,439.90	\$39,640.10	\$23,841.22
4	36" Class III RCP	LF	441	\$110.00	\$48,510.00	\$34,379.04	\$14,130.96	\$8,498.95
5	24" Class III RCP	LF	804	\$60.00	\$48,240.00	\$34,187.69	\$14,052.31	\$8,451.65
6	18" Class III RCP	LF	160	\$53.00	\$8,480.00	\$6,009.78	\$2,470.22	\$1,485.70
7	4' x 4' JUNCTION BOX	EA	2	\$3,800.00	\$7,600.00	\$5,386.12	\$2,213.88	\$0.00
8	6' x 6' JUNCTION BOX	EA	1	\$6,500.00	\$6,500.00	\$4,606.55	\$1,893.45	\$0.00
9	7' x 7' JUNCTION BOX	EA	1	\$8,500.00	\$8,500.00	\$7,593.05	\$906.95	\$545.70
10	10' x 10' CUSTOM DETENTION OUTFALL JUNCTION BOX	EA	1	\$10,000.00	\$10,000.00	\$6,509.00	\$3,491.00	\$468.00
11	10' CURB INLET	EA	15	\$3,750.00	\$56,250.00	\$33,750.00	\$7,500.00	\$15,000.00
12	RIP-RAP	SY	50	\$85.00	\$4,250.00	\$3,523.68	\$453.48	\$272.85
13	5' x 5' HEADWALL	EA	1	\$20,000.00	\$20,000.00	\$16,582.00	\$2,134.00	\$1,284.00
14	CUSTOM HEADWALL	EA	1	\$22,000.00	\$22,000.00	\$13,290.20	\$7,680.20	\$1,029.60
15	TRENCH SAFETY	LF	2,388	\$1.00	\$2,388.00	\$1,979.89	\$254.80	\$153.31
16	TESTING (CITY-REQUIRED)	LF	2,388	\$1.00	\$2,388.00	\$1,979.89	\$254.80	\$153.31
17	PAYMENT, PERFORMANCE, & MAINTENANCE BOND	LS	4%	\$538,136.00	\$21,525.44	\$19,228.68	\$2,296.76	\$1,381.93

SUBTOTAL UTILITIES - STORM SEWER:

	\$559,661.44	\$398,643.69	\$139,147.49	\$70,989.40
PER LOT:	\$1,712	\$1,219	\$426	\$217

TOTAL WET UTILITIES:

	\$3,413,874.36	\$3,078,142.11	\$313,861.99	\$70,989.40
PER LOT:	\$10,440	\$9,413	\$960	\$217

PAVING

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	LOCAL STREET (6" REINFORCED CONCRETE PVMT.)	SY	36,875	\$35.00	\$1,290,625.00	\$1,290,625.00	\$0.00	\$0.00
2	ALLEY (6" REINFORCED CONCRETE PVMT.)	SY	4,273	\$41.00	\$175,193.00	\$175,193.00	\$0.00	\$0.00
3	SLIP ROAD (6" REINFORCED CONCRETE PVMT.)	SY	936	\$41.00	\$38,376.00	\$38,376.00	\$0.00	\$0.00
4	GRAND AVE (8" REINFORCED CONCRETE PVMT.)	SY	0	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00
5	8" SUBGRADE PREP (LOCAL STREET)	SY	36,875	\$3.50	\$129,062.50	\$129,062.50	\$0.00	\$0.00
6	8" SUBGRADE PREP (ALLEY)	SY	4,273	\$3.50	\$14,955.50	\$14,955.50	\$0.00	\$0.00
7	8" SUBGRADE PREP (SLIP ROAD)	SY	936	\$3.50	\$3,276.00	\$3,276.00	\$0.00	\$0.00
8	8" SUBGRADE PREP (GRAND AVE)	SY	0	\$3.50	\$0.00	\$0.00	\$0.00	\$0.00
9	HYDRATED LIME (36#/SY) (LOCAL STREET)	TON	1,328	\$175.00	\$232,312.50	\$232,312.50	\$0.00	\$0.00
10	HYDRATED LIME (36#/SY) (ALLEY)	TON	154	\$175.00	\$26,919.90	\$26,919.90	\$0.00	\$0.00
11	HYDRATED LIME (36#/SY) (SLIP ROAD)	TON	34	\$175.00	\$5,896.80	\$5,896.80	\$0.00	\$0.00
12	HYDRATED LIME (36#/SY) (GRAND AVE)	TON	0	\$175.00	\$0.00	\$0.00	\$0.00	\$0.00
13	5' CONCRETE SIDEWALK	SF	14,000	\$5.60	\$78,400.00	\$67,760.00	\$10,640.00	\$0.00
14	6' CONCRETE SIDEWALK	LF	0	\$32.00	\$0.00	\$0.00	\$0.00	\$0.00
15	REMOVE BARRICADE & CONNECT TO EXISTING	EA	2	\$650.00	\$1,300.00	\$1,300.00	\$0.00	\$0.00
16	STREET BARRICADE	EA	3	\$2,500.00	\$7,500.00	\$0.00	\$7,500.00	\$0.00
17	PAVEMENT HEADER	LF	90	\$33.00	\$2,970.00	\$2,970.00	\$0.00	\$0.00
18	BARRIER FREE RAMP	EA	39	\$2,000.00	\$78,000.00	\$74,000.00	\$4,000.00	\$0.00
19	PAYMENT, PERFORMANCE, & MAINTENANCE BOND	LS	4%	\$2,084,787.20	\$83,391.49	\$63,961.49	\$19,430.00	\$0.00

TOTAL PAVING:

\$2,168,178.69	\$2,126,608.69	\$41,570.00	\$0.00
PER LOT: \$6,631	\$6,503	\$127	\$0

SITE FENCING / RETAINING WALLS / LANDSCAPE

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	1' - 2' RETAINING WALL (MINIMUM HEIGHT)	SF	2,000	\$10.50	\$21,000.00	\$0.00	\$0.00	\$21,000.00
2	2' RETAINING WALL	SF	7,080	\$10.50	\$74,340.00	\$0.00	\$0.00	\$74,340.00
3	3' RETAINING WALL	SF	2,670	\$10.50	\$28,035.00	\$0.00	\$0.00	\$28,035.00
4	4' RETAINING WALL	SF	2,880	\$10.50	\$30,240.00	\$0.00	\$0.00	\$30,240.00
5	5' RETAINING WALL	SF	3,150	\$11.50	\$36,225.00	\$0.00	\$0.00	\$36,225.00
6	7' RETAINING WALL	SF	1,225	\$12.50	\$15,312.50	\$0.00	\$0.00	\$15,312.50
7	8' RETAINING WALL	SF	720	\$13.50	\$9,720.00	\$0.00	\$0.00	\$9,720.00
8	9' RETAINING WALL	SF	2,115	\$14.50	\$30,667.50	\$0.00	\$0.00	\$30,667.50
9	14' RETAINING WALL	SF	2,800	\$20.50	\$57,400.00	\$0.00	\$0.00	\$57,400.00
10	PERIMETER SCREENING WALL (6' Masonry)	LF	1,900	\$100.00	\$190,000.00	\$0.00	\$190,000.00	\$0.00
11	MAIN ENTRY FEATURE	EA	1	\$75,000.00	\$75,000.00	\$0.00	\$75,000.00	\$0.00
12	TREES	EA	100	\$450.00	\$45,000.00	\$0.00	\$45,000.00	\$0.00
13	COMMON AREA LANDSCAPE/IRRIGATION	SF	75,000	\$1.90	\$142,500.00	\$0.00	\$142,500.00	\$0.00
14	POND BUBBLER	EA	2	\$15,000.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00
15	6' WOOD FENCE (EAST PROPERTY LINE)	LF	1,600	\$40.00	\$64,000.00	\$0.00	\$0.00	\$64,000.00
16	INTERNAL PARK (Landscape & Irrigation)	SF	39,649	\$3.00	\$118,947.00	\$118,947.00	\$0.00	\$0.00
17	PARK FENCING (Wrought Iron)	LF	600	\$40.00	\$24,000.00	\$24,000.00	\$0.00	\$0.00
18	ELECTRIC METER SET UP FEES	EA	8	\$3,500.00	\$28,000.00	\$21,000.00	\$0.00	\$7,000.00
19	3/4" WATER METERS AND IMPACT FEES	EA	8	\$1,000.00	\$8,000.00	\$6,000.00	\$0.00	\$2,000.00
20	MAILBOX CLUSTER	EA	20	\$1,550.00	\$31,678.13	\$0.00	\$0.00	\$31,678.13
21	STREET SIGNS	EA	19	\$1,000.00	\$19,000.00	\$19,000.00	\$0.00	\$0.00

TOTAL - SITE FENCING / RETAINING WALLS / LANDSCAPE:

\$1,079,065.13	\$188,947.00	\$452,500.00	\$437,618.13
PER LOT: \$3,300	\$578	\$1,384	\$1,338

DRY UTILITIES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	ELECTRIC SERVICE	LOT	327	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	GAS SERVICE	LOT	327	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	OVERHEAD POLE RELOCATION	LS	1	\$75,000.00	\$75,000.00	\$0.00	\$0.00	\$75,000.00
4	STREET LIGHTS	EA	17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	STREET LIGHT CROSSINGS	LF	800	18.00	\$14,400.00	\$0.00	\$0.00	\$14,400.00

TOTAL - DRY UTILITIES:

\$89,400.00	\$0.00	\$0.00	\$89,400.00
PER LOT: \$273	\$0	\$0	\$273

ROLLBACK TAXES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	ROLLBACK TAXES	AC	58.5	\$1,500.00	\$87,795.00	\$0.00	\$0.00	\$87,795.00

TOTAL - ROLLBACK TAXES:

\$87,795	\$0	\$0	\$87,795
PER LOT: \$268	\$0	\$0	\$268

GRAND TOTAL - PHASE I

\$10,146,583.90	\$6,886,312.79	\$1,351,319.63	\$1,958,070.63
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**BEL AIR VILLAGE - SHERMAN, TX
FUTURE PHASES - BUDGET**

4/16/2021

ENGINEERING, CONSULTING, AND FEES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	CIVIL ENGINEERING AND SURVEYING	LOT	618	\$1,800.00	\$1,112,400.00	\$834,300.00	\$278,100.00	\$0.00
2	RECORD EASEMENT REVIEW	LS	0	\$11,625.00	\$0.00	\$0.00	\$0.00	\$0.00
3	CONSTRUCTION MANAGEMENT	LOT	618	\$1,500.00	\$927,000.00	\$695,250.00	\$231,750.00	\$0.00
4	INSPECTION FEES	%	4.0%	\$12,184,838.47	\$487,393.54	\$365,545.15	\$121,848.38	\$0.00
5	CITY APPLICATION FEES	LS	1	\$3,000.00	\$3,000.00	\$2,250.00	\$750.00	\$0.00
6	PRO-RATA	LOT	0	\$1,150.00	\$0.00	\$0.00	\$0.00	\$0.00
7	PARKLAND DEDICATION FEES	LOT	618	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	FINAL SOILS REPORT	LOT	618	\$100.00	\$61,800.00	\$46,350.00	\$15,450.00	\$0.00
9	CMT	%	0.8%	\$16,263,926.47	\$130,111.41	\$97,583.56	\$32,527.85	\$0.00
10	TRAFFIC IMPACT ANALYSIS	LS	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11	PHOTOMETRIC & LIGHTING PLANS	LS	1	\$1,250.00	\$1,250.00	\$937.50	\$312.50	\$0.00
12	LANDSCAPE ARCHITECT	LS	1	\$60,000.00	\$60,000.00	\$30,000.00	\$30,000.00	\$0.00
TOTAL - ENGINEERING, CONSULTING, AND FEES:					\$2,782,954.95	\$2,072,216.21	\$710,738.74	\$0.00
PER LOT:					\$4,503.16	\$3,353.10	\$1,150.06	\$0.00

GRADING AND SITE PREPARATION

EXCAVATION

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	CONSTRUCTION ENTRANCE	EA	1	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	\$0.00
2	CLEARING AND GRUBBING	AC	149.90	\$2,000.00	\$299,800.00	\$299,800.00	\$0.00	\$0.00
3	DEMO EXISTING STRUCTURES	LS	1	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00	\$0.00
4	DRAIN & DEMUCK POND	EA	0	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00
5	CAP EXISTING WELL	EA	1	\$4,500.00	\$4,500.00	\$4,500.00	\$0.00	\$0.00
6	CLEARING OF SANITARY SEWER MAIN EASEMENT (OFFSITE)	AC	2	\$2,000.00	\$4,000.00	\$4,000.00	\$0.00	\$0.00
7	UNCLASSIFIED EXCAVATION (CUT)	LOT	618	\$2,000.00	\$1,236,000.00	\$494,400.00	\$0.00	\$741,600.00
8	UNCLASSIFIED EXCAVATION (FILL)	LOT	618	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	MOISTURE CONDITIONING 8' - OVER EXCAVATION	LOT	618	\$3,300.00	\$2,039,400.00	\$0.00	\$0.00	\$2,039,400.00
10	POLY SEAL LOTS	LOT	618	\$400.00	\$247,200.00	\$0.00	\$0.00	\$247,200.00
11	CMT (MOISTURE CONDITIONING)	LS	2%	\$2,039,400.00	\$40,788.00	\$0.00	\$0.00	\$40,788.00
12	ROUGH LOT BENCHING	LOT	618	\$150.00	\$92,700.00	\$0.00	\$0.00	\$92,700.00
13	FINAL LOT BENCHING	LOT	618	\$150.00	\$92,700.00	\$0.00	\$0.00	\$92,700.00
TOTAL - EXCAVATION WITH NO MOISTURE CONDITIONING:					\$4,079,088.00	\$824,700.00	\$0.00	\$3,254,388.00
PER LOT:					\$6,600.47	\$1,334.47	\$0.00	\$5,266.00

EROSION CONTROL

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	SILT FENCE	LF	23,000	\$1.35	\$31,050.00	\$23,287.50	\$7,762.50	\$0.00
2	INLET PROTECTION	EA	54	\$200.00	\$10,800.00	\$8,100.00	\$2,700.00	\$0.00
3	SEED DISTURBED AREAS	AC	40.00	\$350.00	\$14,000.00	\$10,500.00	\$3,500.00	\$0.00
4	4' CURLEX	LF	40,000	\$0.50	\$20,000.00	\$15,000.00	\$5,000.00	\$0.00
5	SWPPP	LS	1	\$1,225.00	\$1,225.00	\$918.75	\$306.25	\$0.00
6	SWPPP INSPECTIONS	EA	12	\$7,000.00	\$84,000.00	\$63,000.00	\$21,000.00	\$0.00
TOTAL - EROSION CONTROL:					\$161,075.00	\$120,806.25	\$40,268.75	\$0.00
PER LOT:					\$260.64	\$195.48	\$65.16	\$0.00

WET UTILITIES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	8" AWWA C900 PVC WATERLINE & FITTINGS	LF	19,088	\$24.00	\$458,112.00	\$458,112.00	\$0.00	\$0.00
2	12" AWWA C900 PVC WATERLINE & FITTINGS	LF	3,689	\$36.00	\$132,804.00	\$0.00	\$132,804.00	\$0.00
3	12" GATE VALVE & BOX	EA	25	\$5,000.00	\$125,000.00	\$0.00	\$125,000.00	\$0.00
4	8" GATE VALVE & BOX	EA	75	\$1,300.00	\$97,500.00	\$97,500.00	\$0.00	\$0.00
5	3/4" IRRIGATION SERVICE	EA	5	\$800.00	\$4,000.00	\$800.00	\$3,200.00	\$0.00
6	3/4" SINGLE WATER SERVICE	EA	618	\$800.00	\$494,400.00	\$494,400.00	\$0.00	\$0.00
7	FIRE HYDRANT ASSEMBLY	EA	52	\$4,000.00	\$208,000.00	\$168,000.00	\$40,000.00	\$0.00
8	TRENCH SAFTEY	LF	22,777	\$1.00	\$22,777.00	\$19,088.00	\$3,689.00	\$0.00
9	TESTING (CITY-REQUIRED)	LF	22,777	\$1.20	\$27,332.40	\$22,905.60	\$4,426.80	\$0.00
10	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LF	4%	\$1,569,925.40	\$62,797.02	\$50,432.22	\$12,364.79	\$0.00
SUBTOTAL UTILITIES - WATER SYSTEMS:					\$1,632,722	\$1,311,238	\$321,485	\$0.00
PER LOT:					\$2,642	\$2,122	\$520	\$0.00

UTILITIES - SANITARY SEWER

1	8" SDR-35 PVC PIPE	LF	19,373	\$28.00	\$542,444.00	\$542,444.00	\$0.00	\$0.00
2	4.0" DIAMETER MANHOLE	EA	50	\$4,600.00	\$230,000.00	\$230,000.00	\$0.00	\$0.00
3	8" SDR-35 PVC PIPE (TRUNK SEWER A)	EA	598	\$28.00	\$16,744.00	\$0.00	\$16,744.00	\$0.00
4	10" SDR-26 PVC PIPE (TRUNK SEWER A)	LF	1,062	\$36.00	\$38,232.00	\$0.00	\$38,232.00	\$0.00
5	12" SDR-26 PVC PIPE (TRUNK SEWER A)	LF	1,160	\$50.00	\$58,000.00	\$0.00	\$58,000.00	\$0.00
6	15" SDR-26 PVC PIPE (TRUNK SEWER A)	LF	1,318	\$60.00	\$79,080.00	\$0.00	\$79,080.00	\$0.00
7	4.0" DIAMETER MANHOLE (TRUNK SEWER A)	EA	7	\$4,600.00	\$32,200.00	\$0.00	\$32,200.00	\$0.00
8	5.0" DIAMETER MANHOLE (TRUNK SEWER A)	EA	5	\$6,500.00	\$32,500.00	\$0.00	\$32,500.00	\$0.00
9	CONNECT TO EXISTING MANHOLE (TRUNK SEWER A)	EA	1	\$500.00	\$500.00	\$0.00	\$500.00	\$0.00
10	10" SDR-26 PVC PIPE (TRUNK SEWER B)	LF	519	\$36.00	\$18,684.00	\$0.00	\$2,802.60	\$15,881.40
11	12" SDR-26 PVC PIPE (TRUNK SEWER B)	LF	804	\$50.00	\$40,200.00	\$0.00	\$6,030.00	\$34,170.00
12	15" SDR-26 PVC PIPE (TRUNK SEWER B)	LF	1,042	\$60.00	\$62,520.00	\$0.00	\$9,378.00	\$53,142.00
13	4.0" DIAMETER MANHOLE (TRUNK SEWER B)	EA	4	\$4,600.00	\$18,400.00	\$0.00	\$2,760.00	\$15,640.00
14	5.0" DIAMETER MANHOLE (TRUNK SEWER B)	EA	4	\$6,500.00	\$26,000.00	\$0.00	\$3,900.00	\$22,100.00
15	CONNECT TO EXISTING MANHOLE (TRUNK SEWER B)	EA	1	\$500.00	\$500.00	\$0.00	\$75.00	\$425.00
16	5.0" DIAMETER DROP MANHOLE	EA	0	\$7,500.00	\$0.00	\$0.00	\$0.00	\$0.00
17	CONCRETE ENCASEMENT	LF	0	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00
18	CONNECT TO EXISTING MANHOLE	EA	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00
19	4" SDR-35 SEWER SERVICES	EA	618	\$875.00	\$540,750.00	\$540,750.00	\$0.00	\$0.00
20	END & 8" PLUG FOR FUTURE DEVELOPMENT	EA	0	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00
21	TRENCH SAFTEY	LF	19,991	\$1.00	\$19,991.00	\$19,991.00	\$0.00	\$0.00
22	TESTING (CITY-REQUIRED)	LF	19,991	\$0.75	\$14,993.25	\$14,993.25	\$0.00	\$0.00
23	TRENCH SAFTEY (TRUNK SEWER A)	LF	4,138	\$0.64	\$2,648.32	\$0.00	\$2,648.32	\$0.00
24	TESTING (CITY-REQUIRED) (TRUNK SEWER A)	LF	4,138	\$48.00	\$198,624.00	\$0.00	\$198,624.00	\$0.00
25	TRENCH SAFTEY (TRUNK SEWER B)	LF	2,365	\$0.15	\$354.75	\$0.00	\$354.75	\$0.00
26	TESTING (CITY-REQUIRED) (TRUNK SEWER B)	LF	2,365	\$0.11	\$266.06	\$0.00	\$266.06	\$0.00
27	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LS	4%	1,973,631.38	\$78,945.26	\$78,945.26	\$0.00	\$0.00

SUBTOTAL UTILITIES - SANITARY SEWER:

	\$2,052,577	\$1,427,124	\$484,095	\$141,358.40
PER LOT:	\$3,321	\$2,309	\$783	\$228.74

UTILITIES - STORM SEWER - PID DIRECT

1	4' x 4' R.C.B	LF	85	\$275.00	\$23,375.00	\$23,375.00	\$0.00	\$0.00
2	42" Class III RCP	LF	2,189	\$150.00	\$328,350.00	\$328,350.00	\$0.00	\$0.00
3	36" Class III RCP	LF	1,117	\$110.00	\$122,870.00	\$122,870.00	\$0.00	\$0.00
4	30" Class III RCP	LF	2,545	\$80.00	\$203,600.00	\$203,600.00	\$0.00	\$0.00
5	24" Class III RCP	LF	6,757	\$60.00	\$405,420.00	\$405,420.00	\$0.00	\$0.00
6	18" Class III RCP	LF	3,332	\$53.00	\$176,596.00	\$176,596.00	\$0.00	\$0.00
7	3' x 3' JUNCTION BOX	EA	2	\$3,000.00	\$6,000.00	\$6,000.00	\$0.00	\$0.00
8	4' x 4' JUNCTION BOX	EA	5	\$3,800.00	\$19,000.00	\$19,000.00	\$0.00	\$0.00
9	5' x 5' JUNCTION BOX	EA	5	\$4,500.00	\$22,500.00	\$22,500.00	\$0.00	\$0.00
10	10' CURB INLET	EA	108	\$3,750.00	\$405,000.00	\$405,000.00	\$0.00	\$0.00
11	RIP-RAP	SY	50	\$85.00	\$4,250.00	\$4,250.00	\$0.00	\$0.00
12	36" HEADWALL	EA	1	\$4,400.00	\$4,400.00	\$4,400.00	\$0.00	\$0.00
13	42" HEADWALL	EA	3	\$6,500.00	\$19,500.00	\$19,500.00	\$0.00	\$0.00
14	4' x 4' HEADWALL	EA	1	\$18,750.00	\$18,750.00	\$18,750.00	\$0.00	\$0.00
15	TRENCH SAFETY	LF	16,025	\$1.00	\$16,025.00	\$16,025.00	\$0.00	\$0.00
16	TESTING (CITY-REQUIRED)	LF	16,025	\$1.00	\$16,025.00	\$16,025.00	\$0.00	\$0.00
17	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LS	4%	\$1,791,661.00	\$71,666.44	\$71,666.44	\$0.00	\$0.00

SUBTOTAL UTILITIES - STORM SEWER:

	\$1,863,327	\$1,863,327	\$0	\$0
PER LOT:	\$3,015	\$3,015	\$0	\$0

UTILITIES - STORM SEWER - IMPORVEMENTS LINE C

1	24" Class III RCP	LF	88	\$60.00	\$5,280.00	\$2,640.00	\$2,640.00	\$0.00
2	18" Class III RCP	LF	83	\$53.00	\$4,399.00	\$0.00	\$4,399.00	\$0.00
3	3' x 3' JUNCTION BOX	EA	0	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00
4	10' CURB INLET	EA	0	\$3,750.00	\$0.00	\$0.00	\$0.00	\$0.00
5	TRENCH SAFETY	LF	171	\$1.00	\$171.00	\$0.00	\$171.00	\$0.00
6	TESTING (CITY-REQUIRED)	LF	171	\$1.00	\$171.00	\$0.00	\$171.00	\$0.00
7	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LS	4%	\$10,021.00	\$400.84	\$0.00	\$400.84	\$0.00

SUBTOTAL UTILITIES - STORM SEWER:

	\$10,422	\$2,640	\$7,782	\$0
PER LOT:	\$17	\$2,640	\$7,782	\$0

UTILITIES - STORM SEWER - IMPORVEMENTS LINE D

1	4' x 4' R.C.B	LF	105	\$275.00	\$28,875.00	\$25,987.50	\$2,887.50	\$0.00
2	42" Class III RCP	LF	238	\$150.00	\$35,700.00	\$32,130.00	\$3,570.00	\$0.00
3	36" Class III RCP	LF	297	\$110.00	\$32,670.00	\$29,403.00	\$3,267.00	\$0.00
4	18" Class III RCP	LF	232	\$53.00	\$12,296.00	\$0.00	\$12,296.00	\$0.00
5	5' x 5' JUNCTION BOX	EA	0	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00
6	4' x 4' HEADWALL	EA	0	\$18,750.00	\$0.00	\$0.00	\$0.00	\$0.00
7	10' CURB INLET	EA	3	\$3,750.00	\$11,250.00	\$0.00	\$11,250.00	\$0.00
8	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LS	4%	\$120,791.00	\$4,831.64	\$4,348.48	\$483.16	\$0.00

SUBTOTAL UTILITIES - STORM SEWER:

	\$125,623	\$91,869	\$33,754	\$0
PER LOT:	\$203	\$149	\$55	\$0

UTILITIES - STORM SEWER - IMPORVEMENTS LINE G

1	4' x 4' R.C.B	LF	165	\$275.00	\$45,375.00	\$36,300.00	\$9,075.00	\$0.00
2	42" Class III RCP	LF	134	\$150.00	\$20,100.00	\$16,080.00	\$4,020.00	\$0.00
3	30" Class III RCP	LF	606	\$80.00	\$48,480.00	\$38,784.00	\$9,696.00	\$0.00
4	24" Class III RCP	LF	399	\$60.00	\$23,940.00	\$0.00	\$23,940.00	\$0.00
5	18" Class III RCP	LF	112	\$53.00	\$5,936.00	\$4,748.80	\$1,187.20	\$0.00
6	4' x 4' JUNCTION BOX	EA	0	\$3,800.00	\$0.00	\$0.00	\$0.00	\$0.00
7	5' x 5' JUNCTION BOX	EA	0	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00
8	6' x 6' JUNCTION BOX	EA	0	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00
9	10' CURB INLET	EA	3	\$3,750.00	\$11,250.00	\$0.00	\$11,250.00	\$0.00
10	RIP-RAP	SY	50	\$85.00	\$4,250.00	\$3,400.00	\$850.00	\$0.00
11	4' x 4' HEADWALL	EA	0	\$18,750.00	\$0.00	\$0.00	\$0.00	\$0.00
12	TRENCH SAFETY	LF	1,416	\$1.00	\$1,416.00	\$1,132.80	\$283.20	\$0.00
13	TESTING (CITY-REQUIRED)	LF	1,416	\$1.00	\$1,416.00	\$1,132.80	\$283.20	\$0.00
14	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LS	4%	\$162,163.00	\$6,486.52	\$5,189.22	\$1,297.30	\$0.00

SUBTOTAL UTILITIES - STORM SEWER:

	\$168,650	\$106,768	\$61,882	\$0
PER LOT:	\$273	\$173	\$100	\$0

UTILITIES - STORM SEWER - IMPORVEMENTS LINE H

1	5' x 4' R.C.B	LF	223	\$300.00	\$66,900.00	\$33,450.00	\$33,450.00	\$0.00
2	4' x 4' R.C.B	LF	71	\$275.00	\$19,525.00	\$9,762.50	\$9,762.50	\$0.00
3	48" Class III RCP	LF	174	\$180.00	\$31,320.00	\$0.00	\$31,320.00	\$0.00
4	42" Class III RCP	LF	97	\$150.00	\$14,550.00	\$0.00	\$14,550.00	\$0.00
5	30" Class III RCP	LF	693	\$80.00	\$55,440.00	\$0.00	\$55,440.00	\$0.00
6	18" Class III RCP	LF	643	\$53.00	\$34,079.00	\$0.00	\$34,079.00	\$0.00
7	4' x 4' JUNCTION BOX	EA	1	\$3,800.00	\$3,800.00	\$0.00	\$3,800.00	\$0.00
8	6' x 6' JUNCTION BOX	EA	1	\$6,500.00	\$6,500.00	\$0.00	\$6,500.00	\$0.00
9	7' x 7' JUNCTION BOX	EA	1	\$8,500.00	\$8,500.00	\$4,250.00	\$4,250.00	\$0.00
10	10' CURB INLET	EA	6	\$3,750.00	\$22,500.00	\$0.00	\$22,500.00	\$0.00
11	RIP-RAP	SY	100	\$85.00	\$8,500.00	\$4,250.00	\$4,250.00	\$0.00
12	5' x 4' HEADWALL	EA	1	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$0.00
13	4' x 4' HEADWALL	EA	1	\$18,750.00	\$18,750.00	\$9,375.00	\$9,375.00	\$0.00
14	TRENCH SAFETY	LF	1,901	\$1.00	\$1,901.00	\$0.00	\$1,901.00	\$0.00
15	TESTING (CITY-REQUIRED)	LF	1,901	\$1.00	\$1,901.00	\$0.00	\$1,901.00	\$0.00
16	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LS	4%	\$227,741.00	\$9,109.64	\$0.00	\$9,109.64	\$0.00

SUBTOTAL UTILITIES - STORM SEWER:

	\$236,851	\$27,875	\$208,976	\$0
PER LOT:	\$383	\$45	\$338	\$0

UTILITIES - STORM SEWER -R IMPORVEMENTS LINE I

1	48" Class III RCP	LF	459	\$180.00	\$82,620.00	\$53,703.00	\$0.00	\$28,917.00
2	42" Class III RCP	LF	369	\$150.00	\$55,350.00	\$35,977.50	\$0.00	\$19,372.50
3	36" Class III RCP	LF	421	\$110.00	\$46,310.00	\$30,101.50	\$0.00	\$16,208.50
4	5' x 5' JUNCTION BOX	EA	1	\$4,500.00	\$4,500.00	\$2,925.00	\$0.00	\$1,575.00
5	7' x 7' JUNCTION BOX	EA	1	\$8,500.00	\$8,500.00	\$5,525.00	\$0.00	\$2,975.00
6	TRENCH SAFETY	LF	1,249	\$1.00	\$1,249.00	\$811.85	\$0.00	\$437.15
7	TESTING (CITY-REQUIRED)	LF	1,249	\$1.00	\$1,249.00	\$811.85	\$0.00	\$437.15
8	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LS	4%	\$199,778.00	\$7,991.12	\$5,194.23	\$0.00	\$2,796.89

SUBTOTAL UTILITIES - STORM SEWER:

	\$207,769	\$135,050	\$0	\$72,719
PER LOT:	\$336	\$219	\$0	\$118

UTILITIES - STORM SEWER - MASTER IMPORVEMENTS LINE J

1	18" Class III RCP	LF	458	\$53.00	\$24,274.00	\$0.00	\$24,274.00	\$0.00
2	10' CURB INLET	EA	4	\$3,750.00	\$15,000.00	\$0.00	\$15,000.00	\$0.00
3	CONNECT TO EXISTING CULVERT	EA	1	\$4,500.00	\$4,500.00	\$0.00	\$4,500.00	\$0.00
4	TRENCH SAFETY	LF	458	\$1.00	\$458.00	\$0.00	\$458.00	\$0.00
5	TESTING (CITY-REQUIRED)	LF	458	\$1.00	\$458.00	\$0.00	\$458.00	\$0.00
6	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LS	4%	\$44,690.00	\$1,787.60	\$0.00	\$1,787.60	\$0.00

SUBTOTAL UTILITIES - STORM SEWER:

	\$46,478	\$0	\$46,478	\$0
PER LOT:	\$75	\$0	\$75	\$0

PAVING

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	LOCAL STREET (6" REINFORCED CONCRETE PVMT.)	SY	66,472	\$36.00	\$2,392,992.00	\$2,392,992.00	\$0.00	\$0.00
2	ALLEY (6" REINFORCED CONCRETE PVMT.)	SY	5,866	\$42.00	\$246,372.00	\$246,372.00	\$0.00	\$0.00
3	SLIP ROAD (6" REINFORCED CONCRETE PVMT.)	SY	562	\$42.00	\$23,604.00	\$23,604.00	\$0.00	\$0.00
4	GRAND AVE PH. 2 (8" REINFORCED CONCRETE PVMT.)	SY	0	\$45.00	\$0.00	\$0.00	\$0.00	\$0.00
5	LEGACY PARKWAY (8" REINFORCED CONCRETE PVMT.)	SY	15,971	\$45.00	\$718,695.00	\$718,695.00	\$0.00	\$0.00
6	8" SUBGRADE PREP (LOCAL STREET)	SY	66,472	\$3.25	\$216,034.00	\$216,034.00	\$0.00	\$0.00
7	8" SUBGRADE PREP (ALLEY)	SY	5,866	\$3.25	\$19,064.50	\$19,064.50	\$0.00	\$0.00
8	8" SUBGRADE PREP (SLIP ROAD)	SY	562	\$3.25	\$1,826.50	\$1,826.50	\$0.00	\$0.00
9	8" SUBGRADE PREP (GRAND AVE PH. 2)	SY	0	\$3.25	\$0.00	\$0.00	\$0.00	\$0.00
10	8" SUBGRADE PREP (LEGACY PARKWAY)	SY	15,971	\$3.25	\$51,905.75	\$51,905.75	\$0.00	\$0.00
11	HYDRATED LIME (36#/SY) (LOCAL STREET)	TON	2,393	\$175.00	\$418,773.60	\$418,773.60	\$0.00	\$0.00
12	HYDRATED LIME (36#/SY) (ALLEY)	TON	211	\$175.00	\$36,955.80	\$36,955.80	\$0.00	\$0.00
13	HYDRATED LIME (36#/SY) (SLIP ROAD)	TON	20	\$175.00	\$3,540.60	\$3,540.60	\$0.00	\$0.00
14	HYDRATED LIME (36#/SY) (GRAND AVE PH. 2)	TON	0	\$175.00	\$0.00	\$0.00	\$0.00	\$0.00
15	HYDRATED LIME (36#/SY) (LEGACY PARKWAY)	TON	575	\$175.00	\$100,617.30	\$100,617.30	\$0.00	\$0.00
16	DECELERATION LANE	LS	0	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00
17	4' CONCRETE SIDEWALK	LF	0	\$23.00	\$0.00	\$0.00	\$0.00	\$0.00
18	5' CONCRETE SIDEWALK	LF	37,663	\$28.00	\$1,054,564.00	\$1,054,564.00	\$0.00	\$0.00
19	6' CONCRETE SIDEWALK	LF	4,979	\$33.00	\$164,307.00	\$0.00	\$164,307.00	\$0.00
20	REMOVE BARRICADE & CONNECT TO EXISTING	EA	12	\$650.00	\$7,800.00	\$0.00	\$7,800.00	\$0.00
21	STREET BARRICADE	EA	12	\$2,500.00	\$30,000.00	\$0.00	\$30,000.00	\$0.00
22	PAVEMENT HEADER	LF	189	\$33.00	\$6,237.00	\$0.00	\$6,237.00	\$0.00
23	BARRIER FREE RAMP	EA	70	\$1,750.00	\$122,500.00	\$87,500.00	\$35,000.00	\$0.00
24	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LS	4%	\$5,615,789.05	\$224,631.56	\$214,897.80	\$9,733.76	\$0.00

TOTAL PAVING:

	\$5,840,421	\$5,587,343	\$253,078	\$0
PER LOT:	\$9,451	\$9,041	\$410	\$0

SITE FENCING / RETAINING WALLS / LANDSCAPE

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	1' - 2' RETAINING WALL (MINIMUM HEIGHT)	SF	2,000	\$10.50	\$21,000.00	\$0.00	\$0.00	\$21,000.00
2	2' RETAINING WALL	SF	7,080	\$10.50	\$74,340.00	\$0.00	\$0.00	\$74,340.00
3	3' RETAINING WALL	SF	2,670	\$10.50	\$28,035.00	\$0.00	\$0.00	\$28,035.00
4	4' RETAINING WALL	SF	2,880	\$10.50	\$30,240.00	\$0.00	\$0.00	\$30,240.00
5	5' RETAINING WALL	SF	3,150	\$11.50	\$36,225.00	\$0.00	\$0.00	\$36,225.00
6	7' RETAINING WALL	SF	1,225	\$12.50	\$15,312.50	\$0.00	\$0.00	\$15,312.50
7	8' RETAINING WALL	SF	720	\$13.50	\$9,720.00	\$0.00	\$0.00	\$9,720.00
8	9' RETAINING WALL	SF	2,115	\$14.50	\$30,667.50	\$0.00	\$0.00	\$30,667.50
9	14' RETAINING WALL	SF	2,800	\$20.50	\$57,400.00	\$0.00	\$0.00	\$57,400.00
10	PERIMETER SCREENING WALL (6' Masonry)	LF	3,000	\$100.00	\$300,000.00	\$0.00	\$0.00	\$300,000.00
11	TREES	EA	200	\$450.00	\$90,000.00	\$0.00	\$0.00	\$90,000.00
12	POND BUBBLER	EA	2	\$15,000.00	\$30,000.00	\$30,000.00	\$0.00	\$0.00
13	6' WOOD FENCE (EAST PROPERTY LINE)	LF	1,600	\$40.00	\$64,000.00	\$64,000.00	\$0.00	\$0.00
14	INTERNAL PARK	SF	80,000	\$2.75	\$220,000.00	\$220,000.00	\$0.00	\$0.00
15	PARK FENCING (Wrought Iron)?	LF	600	\$40.00	\$24,000.00	\$24,000.00	\$0.00	\$0.00
16	ELECTRIC METER SET UP FEES	EA	5	\$3,500.00	\$17,500.00	\$0.00	\$0.00	\$17,500.00
17	3/4 WATER METERS AND IMPACT FEES	EA	5	\$1,000.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00
18	2" WATER METERS AND IMPACT FEES	EA	0	\$23,868.00	\$0.00	\$0.00	\$0.00	\$0.00
19	TRAFFIC LIGHT (FM 1417 & GRAND AVE.)	EA	0	\$350,000.00	\$0.00	\$0.00	\$0.00	\$0.00
20	MAILBOX CLUSTER	EA	39	\$1,550.00	\$59,868.75	\$0.00	\$0.00	\$59,868.75
21	STREET SIGNS	EA	13	\$1,000.00	\$13,000.00	\$13,000.00	\$0.00	\$0.00

TOTAL - SITE FENCING / RETAINING WALLS / LANDSCAPE:

	\$1,126,309	\$356,000	\$0	\$770,309
PER LOT:	\$1,823	\$576	\$0	\$1,246

DRY UTILITIES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	ELECTRIC SERVICE	LOT	618	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	GAS SERVICE	LOT	618	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	OVERHEAD POLE RELOACTION	LS	0	\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00
4	STREET LIGHTS	EA	36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	STREET LIGHT CROSSINGS	LF	1500	18.00	\$27,000.00	\$0.00	\$0.00	\$27,000.00

TOTAL - DRY UTILITIES:

	\$27,000	\$0	\$0	\$27,000
PER LOT:	\$44	\$0	\$0	\$44

ROLLBACK TAXES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	ROLLBACK TAXES	AC	153.5	\$1,500.00	\$230,220.00	\$0.00	\$0.00	\$230,220.00

TOTAL - DRY UTILITIES:

	\$230,220	\$0	\$0	\$230,220
PER LOT:	\$373	\$0	\$0	\$373

\$20,591,485.17	\$13,926,955.60	\$2,168,535.22	\$4,495,994.34
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BEL AIR VILLAGE - SHERMAN, TX
BEL AIR BOULEVARD - PHASE 1 BUDGET

4/16/2021

ENGINEERING, CONSULTING, AND FEES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	CIVIL ENGINEERING AND SURVEYING	%	10%	\$1,253,018.49	\$125,301.85	\$0.00	\$0.00	\$125,301.85
2	CONSTRUCTION MANAGEMENT	%	3.5%	\$1,253,018.49	\$43,855.65	\$0.00	\$0.00	\$43,855.65
3	INSPECTION FEES	%	0%	\$1,253,018.49	\$0.00	\$0.00	\$0.00	\$0.00
4	FINAL SOILS REPORT	LS	1	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00
5	CMT	%	2%	\$1,253,018.49	\$25,060.37	\$0.00	\$0.00	\$25,060.37
6	PHOTOMETRIC & LIGHTING PLANS	LS	1	\$1,250.00	\$1,250.00	\$0.00	\$0.00	\$1,250.00
7	LANDSCAPE ARCHITECT	LS	1	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00
TOTAL - ENGINEERING, CONSULTING, AND FEES:					\$223,468	\$0	\$0	\$223,468

GRADING AND SITE PREPARATION

EXCAVATION

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	CLEARING AND GRUBBING	AC	1.80	\$2,000.00	\$3,600.00	\$0.00	\$0.00	\$3,600.00
2	UNCLASSIFIED EXCAVATION (CUT)	CY	4,835	\$2.30	\$11,120.50	\$0.00	\$0.00	\$11,120.50
3	UNCLASSIFIED EXCAVATION (FILL)	CY	1,335	\$2.30	\$3,070.50	\$0.00	\$0.00	\$3,070.50
TOTAL - EXCAVATION WITH NO MOISTURE CONDITIONING:					\$17,791	\$0	\$0	\$17,791

EROSION CONTROL

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	SILT FENCE	LF	1,000	\$1.35	\$1,350.00	\$0.00	\$0.00	\$1,350.00
2	INLET PROTECTION	EA	1	\$200.00	\$200.00	\$0.00	\$0.00	\$200.00
3	SEED DISTURBED AREAS	AC	0.00	\$350.00	\$0.00	\$0.00	\$0.00	\$0.00
4	4' CURLEX	LF	2,000	\$0.50	\$1,000.00	\$0.00	\$0.00	\$1,000.00
5	SWPPP	LS	1	\$1,225.00	\$1,225.00	\$0.00	\$0.00	\$1,225.00
6	SWPPP INSPECTIONS	EA	12	\$600.00	\$7,200.00	\$0.00	\$0.00	\$7,200.00
TOTAL - EROSION CONTROL:					\$10,975	\$0	\$0	\$10,975

WET UTILITIES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
<i>UTILITIES - WATER SYSTEMS</i>								
1	8" AWWA C900 PVC WATERLINE & FITTINGS	LF	60	\$24.00	\$1,440.00	\$0.00	\$0.00	\$1,440.00
2	12" AWWA C900 PVC WATERLINE & FITTINGS	LF	1,288	\$36.00	\$46,368.00	\$0.00	\$0.00	\$46,368.00
3	20" x 12" TEE	EA	1	\$2,500.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00
4	12" GATE VALVE & BOX	EA	9	\$5,000.00	\$45,000.00	\$0.00	\$0.00	\$45,000.00
5	8" GATE VALVE & BOX	EA	2	\$1,300.00	\$2,600.00	\$0.00	\$0.00	\$2,600.00
6	24" BUTTERFLY VALVE	EA	1	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00
7	3/4" IRRIGATION SERVICE	EA	3	\$800.00	\$2,400.00	\$0.00	\$0.00	\$2,400.00
8	FIRE HYDRANT ASSEMBLY	EA	4	\$4,000.00	\$16,000.00	\$0.00	\$0.00	\$16,000.00
9	TRENCH SAFTEY	LF	1,348	\$2.00	\$2,696.00	\$0.00	\$0.00	\$2,696.00
10	TESTING (CITY-REQUIRED)	LF	1,348	\$2.00	\$2,696.00	\$0.00	\$0.00	\$2,696.00
11	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LF	4%	\$139,200.00	\$5,568.00	\$0.00	\$0.00	\$5,568.00
<i>SUBTOTAL UTILITIES - WATER SYSTEMS:</i>					\$144,768	\$0	\$0	\$144,768

UTILITIES - STORM SEWER - MASTER IMPROVEMENT - LINE B

Total Inf								
1	5' x 5' R.C.B	LF	11	\$350.00	\$3,977.19	\$0.00	\$0.00	\$3,977.19
2	(3) 8' x 4' R.C.B.	LF	3	\$1,900.00	\$6,099.00	\$0.00	\$0.00	\$6,099.00
3	48" Class III RCP	LF	132	\$180.00	\$23,841.22	\$0.00	\$0.00	\$23,841.22
4	36 " Class III RCP	LF	77	\$110.00	\$8,498.95	\$0.00	\$0.00	\$8,498.95
5	24" Class III RCP	LF	141	\$60.00	\$8,451.65	\$0.00	\$0.00	\$8,451.65
6	18" Class III RCP	LF	28	\$53.00	\$1,485.70	\$0.00	\$0.00	\$1,485.70
7	4' x 4' JUNCTION BOX	EA	0	\$3,800.00	\$0.00	\$0.00	\$0.00	\$0.00
8	6' x 6' JUNCTION BOX	EA	0	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00
9	7' x 7' JUNCTION BOX	EA	6%	\$8,500.00	\$545.70	\$0.00	\$0.00	\$545.70
10	10' CURB INLET	EA	4	\$3,750.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00
11	RIP-RAP	SY	3	\$85.00	\$272.85	\$0.00	\$0.00	\$272.85
12	5' x 5' HEADWALL	EA	6%	\$20,000.00	\$1,284.00	\$0.00	\$0.00	\$1,284.00
13	CUSTOM HEADWALL	EA	6%	\$22,000.00	\$1,412.40	\$0.00	\$0.00	\$1,412.40
14	TRENCH SAFETY	LF	393	\$1.00	\$393.18	\$0.00	\$0.00	\$393.18
15	TESTING (CITY-REQUIRED)	LF	393	\$1.00	\$393.18	\$0.00	\$0.00	\$393.18
16	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LF	4%	\$71,655.01	\$2,866.20	\$0.00	\$0.00	\$2,866.20
<i>SUBTOTAL UTILITIES - STORM SEWER:</i>					\$74,521	\$0	\$0	\$74,521

PAVING

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	GRAND AVE (8" REINFORCED CONCRETE PVMT.)	SY	8,106	\$57.00	\$462,042.00	\$0.00	\$0.00	\$462,042.00
2	8" SUBGRADE PREP (GRAND AVE)	SY	8,106	\$3.25	\$26,344.50	\$0.00	\$0.00	\$26,344.50
3	HYDRATED LIME (36#/SY) (GRAND AVE)	TON	292	\$175.00	\$51,067.80	\$0.00	\$0.00	\$51,067.80
4	6' CONCRETE SIDEWALK	LF	2,105	\$33.00	\$69,465.00	\$0.00	\$0.00	\$69,465.00
5	STREET BARRICADE	EA	3	\$2,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00
6	PAVEMENT HEADER	LF	210	\$33.00	\$6,930.00	\$0.00	\$0.00	\$6,930.00
7	BARRIER FREE RAMP	EA	8	\$2,000.00	\$16,000.00	\$0.00	\$0.00	\$16,000.00
8	DECELERATION LANE ON FM 1417	LS	1	\$150,000.00	\$150,000.00	\$0.00	\$0.00	\$150,000.00
9	TRAFFIC LIGHT (FM 1417 & GRAND AVE.)	EA	0	\$350,000.00	\$0.00	\$0.00	\$0.00	\$0.00
10	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LF	4%	\$639,349.30	\$25,573.97	\$0.00	\$0.00	\$25,573.97

TOTAL PAVING:

\$814,923.27	\$0.00	\$0.00	\$814,923.27
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SITE FENCING / RETAINING WALLS / LANDSCAPE

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	TREES	EA	40	\$450.00	\$18,000.00	\$0.00	\$0.00	\$18,000.00
2	COMMON AREA LANDSCAPE/IRRIGATION	SF	80,000	\$1.87	\$149,600.00	\$0.00	\$0.00	\$149,600.00
3	ELECTRIC METER SET UP FEES	EA	3	\$3,500.00	\$10,500.00	\$0.00	\$0.00	\$10,500.00
4	3/4" WATER METERS AND IMPACT FEES	EA	3	\$1,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00
5	STREET SIGNS	EA	4	\$435.00	\$1,740.00	\$0.00	\$0.00	\$1,740.00

TOTAL - SITE FENCING / RETAINING WALLS / LANDSCAPE:

\$182,840.00	\$0.00	\$0.00	\$1,740.00
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DRY UTILITIES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	STREET LIGHTS	EA	7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	STREET LIGHT CROSSINGS	LF	400	18.00	\$7,200.00	\$0.00	\$0.00	\$7,200.00

TOTAL - DRY UTILITIES:

\$7,200.00	\$0.00	\$0.00	\$7,200.00
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ROLLBACK TAXES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	ROLLBACK TAXES	AC	58.5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

TOTAL - ROLLBACK TAXES:

\$0	\$0	\$0	\$0
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GRAND TOTAL - PHASE 1

\$1,476,486.35	\$0.00	\$0.00	\$1,295,386.35
\$4,515.25			

BEL AIR VILLAGE - SHERMAN, TX
BEL AIR BOULEVARD - FUTURE PHASE BUDGET

4/16/2021

ENGINEERING, CONSULTING, AND FEES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	CIVIL ENGINEERING AND SURVEYING	LS	10%	\$1,652,479.54	\$165,247.95	\$0.00	\$0.00	\$165,247.95
2	CONSTRUCTION MANAGEMENT	LS	3.5%	\$1,652,479.54	\$57,836.78	\$0.00	\$0.00	\$57,836.78
3	INSPECTION FEES	%	0.0%	\$1,652,479.54	\$0.00	\$0.00	\$0.00	\$0.00
4	FINAL SOILS REPORT	LOT	1	\$6,500.00	\$6,500.00	\$0.00	\$0.00	\$6,500.00
5	CMT	%	2%	\$1,634,199.54	\$32,683.99	\$0.00	\$0.00	\$32,683.99
6	PHOTOMETRIC & LIGHTING PLANS	LS	1	\$1,250.00	\$1,250.00	\$0.00	\$0.00	\$1,250.00
7	LANDSCAPE ARCHITECT	LS	1	\$38,000.00	\$38,000.00	\$0.00	\$0.00	\$38,000.00
TOTAL - ENGINEERING, CONSULTING, AND FEES:					\$301,518.73	\$0.00	\$0.00	\$301,518.73

GRADING AND SITE PREPARATION

EXCAVATION

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	CLEARING AND GRUBBING	AC	3.60	\$2,000.00	\$7,200.00	\$0.00	\$0.00	\$7,200.00
2	UNCLASSIFIED EXCAVATION (CUT)	CY	9,665	\$2.30	\$22,229.50	\$0.00	\$0.00	\$22,229.50
3	UNCLASSIFIED EXCAVATION (FILL)	CY	2,665	\$2.30	\$6,129.50	\$0.00	\$0.00	\$6,129.50
TOTAL - EXCAVATION WITH NO MOISTURE CONDITIONING:					\$35,559.00	\$0.00	\$0.00	\$35,559.00

EROSION CONTROL

ITEM NO.		UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	SILT FENCE	LF	1,300	\$1.35	\$1,755.00	\$0.00	\$0.00	\$1,755.00
2	INLET PROTECTION	EA	4	\$200.00	\$800.00	\$0.00	\$0.00	\$800.00
3	SEED DISTURBED AREAS	AC	0.00	\$350.00	\$0.00	\$0.00	\$0.00	\$0.00
4	4' CURLEX	LF	5,000	\$0.50	\$2,500.00	\$0.00	\$0.00	\$2,500.00
5	SWPPP	LS	1	\$1,225.00	\$1,225.00	\$0.00	\$0.00	\$1,225.00
6	SWPPP INSPECTIONS	EA	12	\$1,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00
TOTAL - EROSION CONTROL:					\$18,280.00	\$0.00	\$0.00	\$18,280.00

WET UTILITIES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
<i>UTILITIES - WATER SYSTEMS</i>								
1	8" AWWA C900 PVC WATERLINE & FITTINGS	LF	100	\$24.00	\$2,400.00	\$0.00	\$0.00	\$2,400.00
2	12" AWWA C900 PVC WATERLINE & FITTINGS	LF	2,275	\$36.00	\$81,900.00	\$0.00	\$0.00	\$81,900.00
3	12" GATE VALVE & BOX	EA	5	\$5,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00
4	8" GATE VALVE & BOX	EA	3	\$1,300.00	\$3,900.00	\$0.00	\$0.00	\$3,900.00
5	3/4" IRRIGATION SERVICE	EA	6	\$800.00	\$4,800.00	\$0.00	\$0.00	\$4,800.00
6	FIRE HYDRANT ASSEMBLY	EA	4	\$4,000.00	\$16,000.00	\$0.00	\$0.00	\$16,000.00
7	TRENCH SAFTEY	LF	2,375	\$1.00	\$2,375.00	\$0.00	\$0.00	\$2,375.00
8	TESTING (CITY-REQUIRED)	LF	2,375	\$1.20	\$2,850.00	\$0.00	\$0.00	\$2,850.00
9	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LF	4%	\$139,225.00	\$5,569.00	\$0.00	\$0.00	\$5,569.00
SUBTOTAL UTILITIES - WATER SYSTEMS:					\$144,794	\$0	\$0	\$144,794.00

UTILITIES - STORM SEWER - MASTER IMPORVEMENTS LINE C

1	24" Class III RCP	LF	89	\$60.00	\$5,310.00	\$0.00	\$0.00	\$5,310.00
2	18" Class III RCP	LF	84	\$53.00	\$4,425.50	\$0.00	\$0.00	\$4,425.50
3	3' x 3' JUNCTION BOX	EA	1	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00
4	10' CURB INLET	EA	2	\$3,750.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00
5	TRENCH SAFETY	LF	172	\$1.00	\$172.00	\$0.00	\$0.00	\$172.00
6	TESTING (CITY-REQUIRED)	LF	172	\$1.00	\$172.00	\$0.00	\$0.00	\$172.00
7	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LF	4%	\$20,579.50	\$823.18	\$0.00	\$0.00	\$823.18
SUBTOTAL UTILITIES - STORM SEWER:					\$21,403	\$0	\$0	\$21,403

UTILITIES - STORM SEWER - MASTER IMPORVEMENTS LINE D

1	4' x 4' R.C.B	LF	12	\$275.00	\$3,217.50	\$0.00	\$0.00	\$3,217.50
2	42" Class III RCP	LF	27	\$150.00	\$3,975.00	\$0.00	\$0.00	\$3,975.00
3	36 " Class III RCP	LF	33	\$110.00	\$3,630.00	\$0.00	\$0.00	\$3,630.00
4	18" Class III RCP	LF	26	\$53.00	\$1,367.40	\$0.00	\$0.00	\$1,367.40
5	5' x 5' JUNCTION BOX	EA	1	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00
6	4' x 4' HEADWALL	EA	1	\$18,750.00	\$18,750.00	\$0.00	\$0.00	\$18,750.00
7	10' CURB INLET	EA	1	\$3,750.00	\$3,750.00	\$0.00	\$0.00	\$3,750.00
8	TRENCH SAFETY	LF	97	\$1.00	\$97.00	\$0.00	\$0.00	\$97.00
9	TESTING (CITY-REQUIRED)	LF	97	\$1.00	\$97.00	\$0.00	\$0.00	\$97.00
10	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LF	4%	\$28,561.40	\$1,142.46	\$0.00	\$0.00	\$1,142.46
SUBTOTAL UTILITIES - STORM SEWER:					\$40,526	\$0	\$0	\$40,526

UTILITIES - STORM SEWER - MASTER IMPORVEMENTS LINE G

1	4' x 4' R.C.B	LF	41	\$275.00	\$11,330.00	\$0.00	\$0.00	\$11,330.00
2	42" Class III RCP	LF	33	\$150.00	\$5,010.00	\$0.00	\$0.00	\$5,010.00
3	30" Class III RCP	LF	152	\$80.00	\$12,128.00	\$0.00	\$0.00	\$12,128.00
4	24" Class III RCP	LF	100	\$60.00	\$5,988.00	\$0.00	\$0.00	\$5,988.00
5	18" Class III RCP	LF	28	\$53.00	\$1,484.00	\$0.00	\$0.00	\$1,484.00
6	4' x 4' JUNCTION BOX	EA	1	\$3,800.00	\$3,800.00	\$0.00	\$0.00	\$3,800.00
7	5' x 5' JUNCTION BOX	EA	1	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00
8	6' x 6' JUNCTION BOX	EA	1	\$6,500.00	\$6,500.00	\$0.00	\$0.00	\$6,500.00
9	10' CURB INLET	EA	1	\$3,750.00	\$3,750.00	\$0.00	\$0.00	\$3,750.00
10	RIP-RAP	SY	50	\$85.00	\$4,250.00	\$0.00	\$0.00	\$4,250.00
11	4' x 4' HEADWALL	EA	1	\$18,750.00	\$18,750.00	\$0.00	\$0.00	\$18,750.00
12	TRENCH SAFETY	LF	354	\$1.00	\$354.00	\$0.00	\$0.00	\$354.00
13	TESTING (CITY-REQUIRED)	LF	354	\$1.00	\$354.00	\$0.00	\$0.00	\$354.00
14	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LF	4%	\$78,198.00	\$3,127.92	\$0.00	\$0.00	\$3,127.92
SUBTOTAL UTILITIES - STORM SEWER:					\$81,326	\$0	\$0	\$81,326

PAVING

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	GRAND AVE PH. 2 (8" REINFORCED CONCRETE PVMT.)	SY	14,065	\$45.00	\$632,925.00	\$0.00	\$0.00	\$632,925.00
2	8" SUBGRADE PREP (GRAND AVE PH. 2)	SY	14,065	\$3.25	\$45,711.25	\$0.00	\$0.00	\$45,711.25
3	HYDRATED LIME (36#/SY) (GRAND AVE PH. 2)	TON	506	\$175.00	\$88,609.50	\$0.00	\$0.00	\$88,609.50
4	6' CONCRETE SIDEWALK	LF	4,500	\$33.00	\$148,500.00	\$0.00	\$0.00	\$148,500.00
5	REMOVE BARRICADE & CONNECT TO EXISTING	EA	2	\$650.00	\$1,300.00	\$0.00	\$0.00	\$1,300.00
6	STREET BARRICADE	EA	0	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00
7	PAVEMENT HEADER	LF	200	\$33.00	\$6,600.00	\$0.00	\$0.00	\$6,600.00
8	BARRIER FREE RAMP	EA	0	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00
9	TRAFFIC LIGHT (FM 1417 & GRAND AVE.)	EA	1	\$350,000.00	\$350,000.00	\$0.00	\$0.00	\$350,000.00
10	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LF	4%	\$923,645.75	\$36,945.83	\$0.00	\$0.00	\$36,945.83

TOTAL PAVING:					\$1,310,592	\$0	\$0	\$1,310,592
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SITE FENCING / RETAINING WALLS / LANDSCAPE

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	TREES	EA	50	\$450.00	\$22,500.00	\$0.00	\$0.00	\$22,500.00
2	LANDSCAPE AND IRRIGATION	SF	60,000	\$2.75	\$165,000.00	\$0.00	\$0.00	\$165,000.00
3	ELECTRIC METER SET UP FEES	EA	6	\$3,500.00	\$21,000.00	\$0.00	\$0.00	\$21,000.00
4	3/4" WATER METERS AND IMPACT FEES	EA	6	\$1,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00
5	STREET SIGNS	EA	10	\$435.00	\$4,350.00	\$0.00	\$0.00	\$4,350.00

TOTAL - SITE FENCING / RETAINING WALLS / LANDSCAPE:					\$218,850	\$0	\$0	\$218,850
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DRY UTILITIES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	STREET LIGHTS	EA	15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	STREET LIGHT CROSSINGS	LF	1500	18.00	\$27,000.00	\$0.00	\$0.00	\$27,000.00

TOTAL - DRY UTILITIES:					\$27,000	\$0	\$0	\$27,000
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ROLLBACK TAXES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	ROLLBACK TAXES	AC	0.0	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00

TOTAL - DRY UTILITIES:					\$0	\$0	\$0	\$0
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\$2,199,848.26	\$0.00	\$0.00	\$2,199,848.26
\$3,559.63	\$0.00		

APPENDIX B-2
ALLOCATION OF THE AUTHORIZED IMPROVEMENTS

Storm Drainage Improvements

Storm drainage pipes included in this PID were sized based on City of Sherman Drainage Ordinance to convey the 100 yr storm based on full flow capacity at 1% slope. The storm drainage area map is based on anticipated drainage basins at full buildout utilizing a C factor of 0.55 for residential use, and an antecedent factor of 1.25. All storm pipes included in phase 1 PID only collect drainage from phase 1 PID except for Line B as noted in the SAP. A portion of Bel-Air Boulevard drains to Line B which is not included in this PID since this is a city cost and noted as a non-PID cost in the PID OPC. The drainage basin of line B joins the entire phase 1 drainage system at a 7'x7' junction box and outfalls into a detention pond that ultimately discharges via (3) 8x4 drainage pipes from the detention pond to offsite drainage swale, noted phase 1 shared use below. The detention pond necessary for phase 1 construction is a regional detention pond utilized by future phases. These percentages of flow were utilized to calculate the shared cost between these uses. Costs referenced in this description derived from the OPC prepared by Lenart Development Company, LLC dated 03/29/2021.

LINE B SHARED USE		
	FLOW (CFS)	FLOW (%)
FUTURE PHASE (PID MI)	32.142	29.13%
BEL AIR BLVD (Non PID)	19.338	17.52%
PID DIRECT	58.872	53.35%
TOTAL LINE B	110.352	100.00%

PHASE 1 SHARED USE		
	FLOW (CFS)	FLOW (%)
FUTURE PHASE (PID MI)	32.142	10.67%
BEL AIR BLVD (Non PID)	19.338	6.42%
PID DIRECT	249.62	82.90%
TOTAL LINE	301.1	100.00%

DETENTION OUTFALL SHARED USE		
	FLOW (CFS)	FLOW (%)
FUTURE PHASE (PID MI)	144.276	34.91%
BEL AIR BLVD (Non PID)	19.338	4.68%
PID DIRECT	249.62	60.41%
TOTAL LINE	413.234	100.00%

PID direct costs include:

- 53.35% of cost from the following Line B storm sewer improvements:
 - 48" Class III RCP, 36" Class III RCP, 24" Class III RCP, 18" Class III RCP, 4'x4' Junction Box, 6'x6' Junction Box, (9) 10' Curb Inlets,
- 82.90% of cost from the following storm sewer improvements:
 - 5'x4' RCB, 7'x7' junction box, Rip Rap, 5'x5' headwall, trench safety, testing, and payment, performance, and maintenance bond.
- 60.41% of costs from the following storm sewer improvements related to regional detention pond outfall:
 - (3) 8'x4' RCB, Custom 10'x10' detention Junction Box, and Custom headwall

Total PID Direct Cost of shared storm drainage improvements: \$398,643.69

Future phases (PID MI) costs include:

- 29.13% of cost from the following Line B storm sewer improvements:
 - 48" Class III RCP, 36" Class III RCP, 24" Class III RCP, 18" Class III RCP, 4'x4' Junction Box, 6'x6' Junction Box, (2) 10' Curb Inlets,
- 10.67% of cost from the following storm sewer improvements:
 - 5'x45' RCB, (3) 8'x4' RCB, 7'x7' junction box, Rip Rap, 5'x5' headwall, Custom headwall, trench safety, testing, and payment, performance, and maintenance bond.
- 34.91% of costs from the following storm sewer improvements related to regional detention pond outfall:
 - (3) 8'x4' RCB, Custom 10'x10' detention Junction Box, and Custom headwall

Total PID MI Cost of shared storm drainage improvements: \$139,147.49

Bel-Air Blvd (Non-PID) costs include:

- 17.52% of cost from the following Line B storm sewer improvements:
 - 48" Class III RCP, 36" Class III RCP, 24" Class III RCP, 18" Class III RCP, 4'x4' Junction Box, 6'x6' Junction Box, (4) 10' Curb Inlets,
- 6.42% of cost from the following storm sewer improvements:
 - 5'x45' RCB, (3) 8'x4' RCB, 7'x7' junction box, Rip Rap, 5'x5' headwall, Custom headwall, trench safety, testing, and payment, performance, and maintenance bond.
- 4.68% of costs from the following storm sewer improvements related to regional detention pond outfall:
 - (3) 8'x4' RCB, Custom 10'x10' detention Junction Box, and Custom headwall

Total Non-PID Cost of shared storm drainage improvements: \$70,989.40

Sanitary Sewer Improvements

The city of Sherman has no known published sanitary sewer sizing guide lines, therefore, a nearby established city's (Frisco) engineering standards were utilized in this design. The proposed land use (residential) was utilized to generate a peak sewer demand. Design factors include 3.5 persons/unit utilizing 102 gallons per person per day which totals 357 gallons per day/lot. A peaking factor of 4, per TCEQ requirements, was utilized to generate the peak demand of 1,224 gpd/lot. Phase 1 PID includes 327 lots and connects to a shared trunk line (Trunk Line A). This trunk line serves multiple phases, therefore should be shared based on usage of the line. Because only residential utilizes this trunk line, a percentage of lots sewerage to the line should be utilized to calculate the shared demand of trunk line A. At buildout, there's a total anticipated 819 lots utilizing this sewer trunk line which makes Phase 1 PID area 40% of the trunk line. Costs referenced in this description derived from the OPC prepared by Lenart Development Company, LLC dated 03/29/2021.

PID Direct costs of Sewer Trunk Line A equates to 60% of the total trunk line costs of the following improvements related to sewer trunk line A.

- 8" SDR-35 PVC Pipe, 10" SDR-26 PVC Pipe, 12" SDR-26 PVC Pipe, 15" SDR-26 PVC Pipe, (7) 4' diameter manholes, (5) 5' diameter manholes, connecting to existing manhole, testing and trench safety of sewer line A pipes.

PID Direct costs of Sewer Trunk Line A: \$105,799

PID MI costs of Sewer Trunk Line A equates to 60% of the total trunk line costs of the following improvements related to sewer trunk line A:

- 8" SDR-35 PVC Pipe, 10" SDR-26 PVC Pipe, 12" SDR-26 PVC Pipe, 15" SDR-26 PVC Pipe, (7) 4' diameter manholes, (5) 5' diameter manholes, connecting to existing manhole, testing and trench safety of sewer line A pipes.

PID MI costs of Sewer Trunk Line A: \$168,698.50

Site Grading and Preparation

The limits of phase 1 grading is approximately 60 acres. The earthwork quantities shown in this PID OPC reflect raw bank yards of the grading activities associated with Phase 1. The detention pond yields a net cut of 34,860 CY to be utilized for fill in Phase 1. Phase 1 is anticipated to require approximately 90,000 CY of fill material from future phases. The PID MI cost for clearing and grubbing includes removing 90,000 CY of material from future phases. Based on preliminary grading, there's nearby cuts planned on future phases that equate to 90,000 CY to be utilized as fill for phase 1. This surface area equates to 15 acres to be cleared and grubbed. Since this earthwork movement benefits future phases, the fill material is considered a 40% shared cost in this PID OPC. Clearing and grubbing area of the offsite sewer easement was calculated by the total length of Sewer Line A and assuming 50' width for the limits of disturbance, this results in approximately 5 acres.

Water

Water infrastructure related to phase 1 PID is primarily a direct PID cost. The cost of 12" water service being constructed with Bel-Air Blvd and not included in this PID costs. Other items that are considered PID MI costs are 4 fire hydrants utilized for future phase and (4) 8" valves utilized to serve future phases.

Paving

Proposed pavement sections shown in this PID is per city of Sherman Engineering standards and details. Bel-Air Blvd pavement cost is considered a city cost and not included in this PID OPC. PID MI costs include concrete headers where pavement is extended to future phases at 4 intersections and barricades of those intersections. There's approximately 1900 SF of common area sidewalk that's been noted as a PID MI cost. All other pavement included in Phase 1 OPC is a direct PID cost.

Site Fencing / Retaining Walls / Landscape

Retaining walls due to lot grading criteria is considered a non-PID cost as this is an expense directly related to individual lots. Shared costs have been prorated to phase 1 direct PID cost and PID MI cost by lot count (35% of Lots in Phase 1). Shared costs include perimeter screen wall, main entry feature, main thoroughfare trees (100), common area landscape and irrigation, internal park landscape and irrigation, park fencing (wrought iron). There's also 2- ¾" irrigation meters and 2-electric meters allocated as a PID MI cost for common areas within the development.

APPENDIX C
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS



LEGEND

LOCAL STREET
(50' ROW 2-LANE ROAD, 30' F-F)

ALLEY
(20' ROW, 16' E-E)

ONE-WAY SLIP ROAD

BEL AIR BLVD PHASE 1
(MASTER IMPROVEMENT)
(86' ROW DIVIDED 4-LANE ROAD)

5' SIDEWALK

6' SIDEWALK

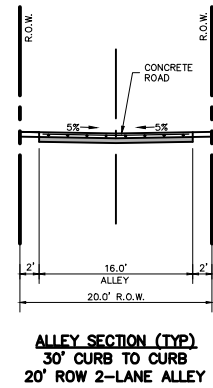
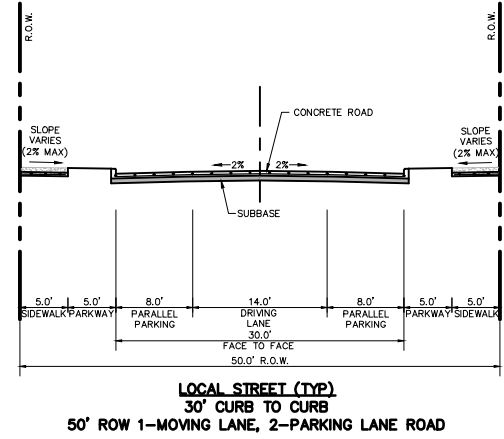


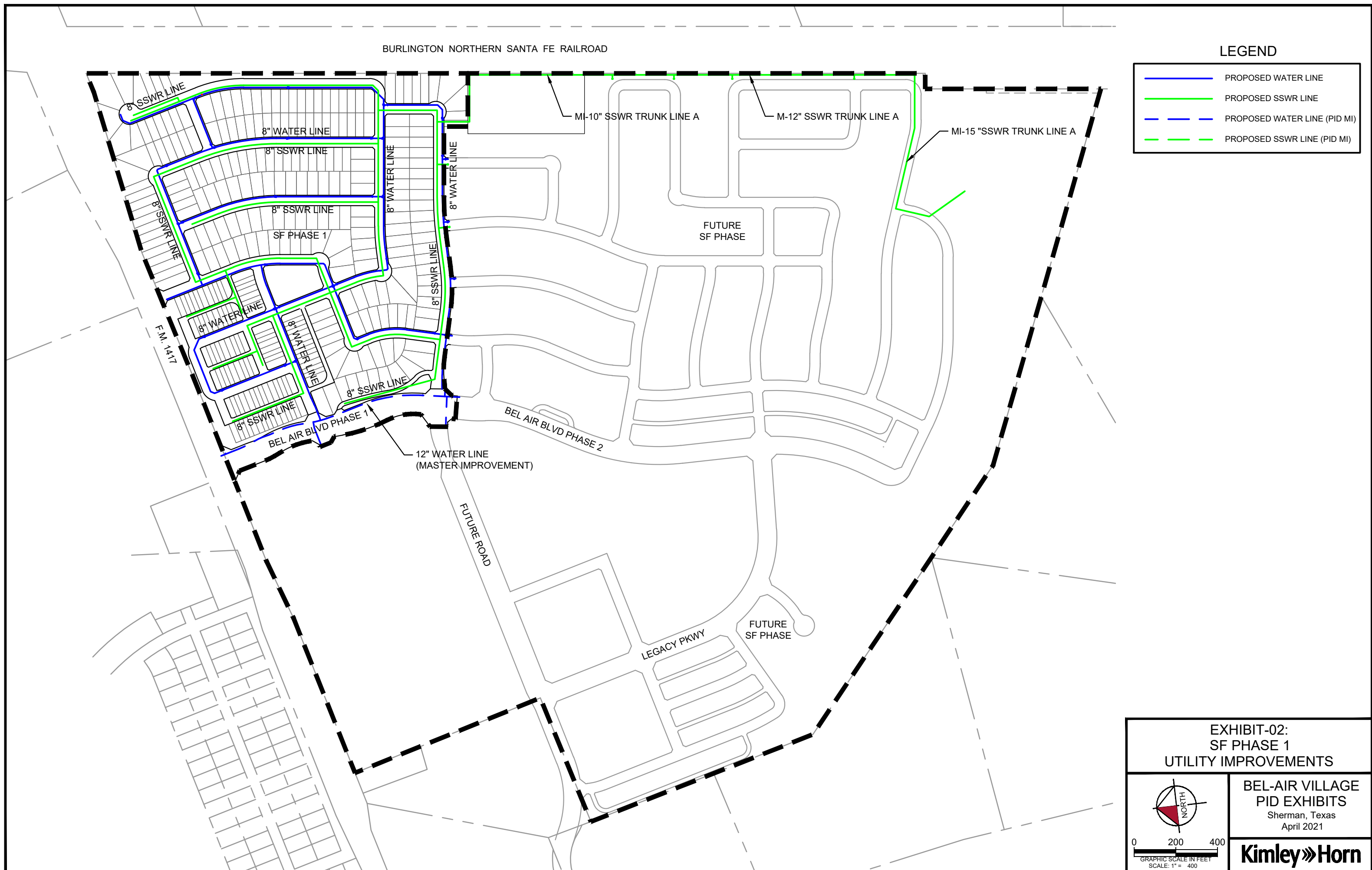
EXHIBIT-01:
SF PHASE 1
PAVING IMPROVEMENTS

BEL-AIR VILLAGE
PID EXHIBITS
Sherman, Texas
April 2021

Kimley»Horn

0 200 400
GRAPHIC SCALE IN FEET
SCALE: 1" = 400'

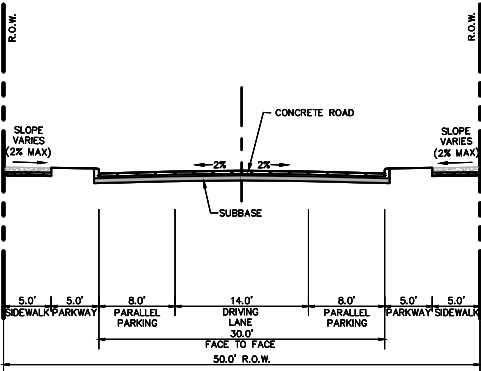
NOTE: THIS EXHIBIT IS CONCEPTUAL IN NATURE AND IS NOT INTENDED TO BE USED FOR CONSTRUCTION PURPOSES



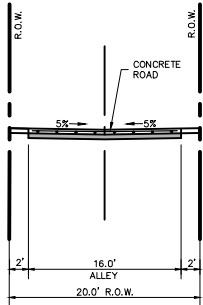


LEGEND

- LOCAL STREET
(50' ROW 2-LANE ROAD, 30' F-F)
- ALLEY
(20' ROW, 16' E-E)
- ONE-WAY SLIP ROAD
- BEL AIR BLVD PH 2 &
LEGACY PARKWAY
(MASTER IMPROVEMENT)
(86' ROW DIVIDED 4-LANE ROAD)
- 5' SIDEWALK
- 6' SIDEWALK

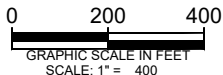
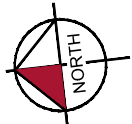


LOCAL STREET (TYP)
30' CURB TO CURB
50' ROW 1-MOVING LANE, 2-PARKING LANE ROAD



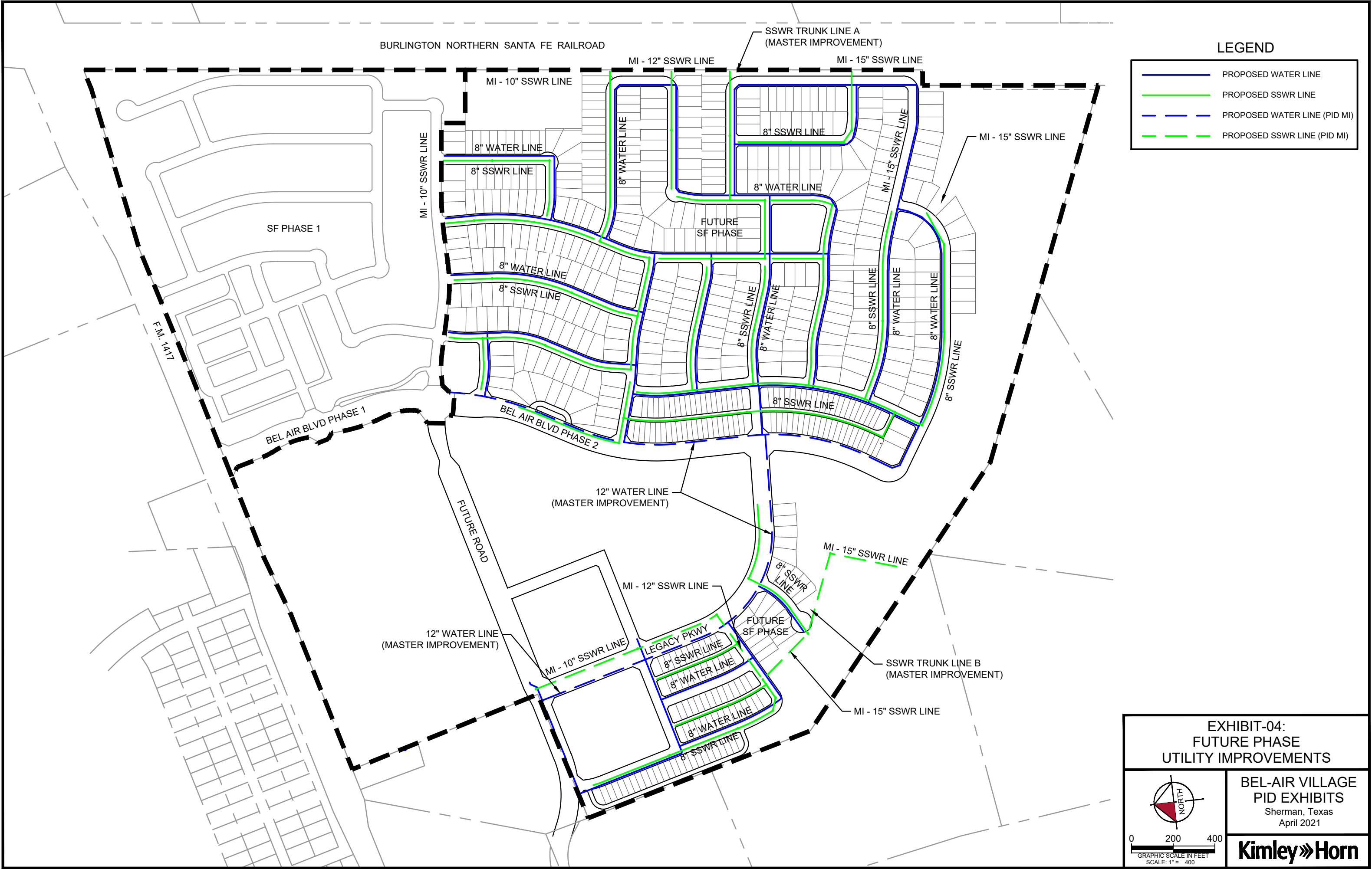
ALLEY SECTION (TYP)
30' CURB TO CURB
20' ROW 2-LANE ALLEY

EXHIBIT-03:
FUTURE PHASE
PAVING IMPROVEMENTS



BEL-AIR VILLAGE
PID EXHIBITS
Sherman, Texas
April 2021

Kimley»Horn



LEGEND

	PROPOSED WATER LINE
	PROPOSED SSWR LINE
	PROPOSED WATER LINE (PID MI)
	PROPOSED SSWR LINE (PID MI)

EXHIBIT-04:
FUTURE PHASE
UTILITY IMPROVEMENTS

BEL-AIR VILLAGE
PID EXHIBITS
Sherman, Texas
April 2021

Kimley»Horn

APPENDIX D
HOMEBUYER DISCLOSURE

AFTER RECORDING RETURN TO:

_____]¹

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SHERMAN, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: \$ _____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Sherman, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Bel Air Village Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Grayson County.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF
PURCHASER

SIGNATURE OF
PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

Purchaser Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF GRAYSON

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Grayson County.

APPENDIX E
ASSESSMENT PER EQUIVALENT UNIT AND PROJECTED TAX RATE
EQUIVALENTS

Appendix E

For purposes of calculating and allocating the Assessments, the Phase #1 Assessed Property has been classified in one of three Lot Types.

“**Lot Type 1**” means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 50 feet.

“**Lot Type 2**” means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 40 feet.

“**Lot Type 3**” means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 25 feet.

Additional Lot Types will be added as Future Phases are developed.

A) Proposed Development

Table E-1 shows the projected residential units to be developed within the PID.

Table E-1
Projected Development within the PID

Description	Proposed Development	
60 Ft Lots	69	Units
50 Ft Lots	350	Units
40 Ft Lots	260	Units
30 Ft Lots	79	Units
25 Ft Lots	187	Units
	945	Units

Table E-2 shows the proposed residential units within Phase #1.

Table E-2
Proposed Development – Phase #1

Description	Proposed Development	
50 Ft Lots	105	Units
40 Ft Lots	124	Units
25 Ft Lots	98	Units
	327	Units

Table E-3 shows the projected residential Lot Types anticipated to be built in the Future Phases.

Table E-3
Projected Development – Future Phases

Description	Proposed Development	
60 Ft Lots	69	Units
50 Ft Lots	245	Units
40 Ft Lots	136	Units
30 Ft Lots	79	Units
25 Ft Lots	89	Units
	618	Units

B) Calculation of Equivalent Units

As explained under Section IV.D, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the portion of the Phase #1 Projects to be financed with the Phase #1 Reimbursement Agreement shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to the Phase #1 Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 50 Ft, 40 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the “Lot Types” defined above. These classifications (from Lot Type 1 (50 Ft Lots) representing the highest value to Lot Type 3 (25 Ft Lot) representing the lowest value for residential lots are set forth in Table E-4. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (50 Ft Lots) to 1.0.

Table E-4
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor
Lot Type 1 (50 Ft Lot)	\$300,000	1.00 per dwelling unit
Lot Type 2 (40 Ft Lot)	\$250,000	0.89 per dwelling unit
Lot Type 3 (25 Ft Lot)	\$185,000	0.78 per dwelling unit

The total estimated Equivalent Units for Phase #1 are shown in Table E-5 as calculated based on the Equivalent Unit factors shown in Table E-4, estimated Lot Types and number of units estimated to be built within Phase 1.

Table E-5
Estimated Equivalent Units - Phase #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (50 Ft Lot)	105	1.00	105.00
Lot Type 2 (40 Ft Lot)	124	0.89	110.22
Lot Type 3 (25 Ft Lot)	98	0.78	76.22
Total Equivalent Units	327		291.44

C) Allocation of Assessments to Lots within Phase #1

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #1 Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within Phase #1, is \$9,060,054. As shown in Table E-5, there are a total of 291.44 estimated Equivalent Units in Phase #1, resulting in an Assessment per Equivalent Unit of \$31,086.73.

The Assessment per dwelling unit in Phase #1 (“Assessment er Unit”) is calculated as the product of (i) \$31,086.73 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (50 Ft Lot) dwelling unit is \$31,086.73 (i.e. \$31,086.73 × 1.00). The Assessment for a Lot Type 2 (40 Ft Lot) dwelling unit is \$27,632.65 (i.e. \$31,086.73 × 0.83). The Assessment for a Lot Type 3 (25 Ft Lot) dwelling unit is \$24,178.57 (i.e. \$31,086.73 × 0.62). Table E-7 sets forth the Assessment per Unit for each Lot Type in Phase #1.

Table E-7
Assessment Per Unit – Phase #1

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
Lot Type 1 (50 Ft Lot)	105	\$31,086.73	1.00	\$31,086.73 per dwelling unit	\$3,264,106
Lot Type 2 (40 Ft Lot)	124	\$31,086.73	0.89	\$27,632.65 per dwelling unit	\$3,426,448
Lot Type 3 (25 Ft Lot)	98	\$31,086.73	0.78	\$24,178.57 per dwelling unit	\$2,369,499
Total	327				\$9,060,054

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table E-8.

Table E-8
Estimated Tax Rate Equivalent per unit – Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit ¹	Projected Home Value per unit ¹	Projected Average Annual Installment per unit	Tax Rate Equivalent (per \$100 Lot Value)	Tax Rate Equivalent (per \$100 Home Value) ²
Lot Type 1 (50 Ft Lot)	105	\$100,000	\$450,000	\$2,391	\$2.39	\$0.53
Lot Type 2 (40 Ft Lot)	124	\$90,000	\$400,000	\$2,125	\$2.36	\$0.53
Lot Type 3 (25 Ft Lot)	98	\$61,250	\$350,000	\$1,859	\$3.04	\$0.53

¹Provided by Developer.

²Assumes projected home value per unit remains static.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

APPENDIX F
PROPOSED PHASE #1 ASSESSMENT ROLL

Appendix F-1
Proposed Phase #1 Assessment Roll

**Parcel
Equivalent Units
Assessment**

**All Parcels
\$9,060,054
291.44**

Year	Principal	Interest	Administrative Expenses¹	Total Annual Installment²
1	\$1,000	\$674,974	\$45,000	\$720,974
2	\$1,000	\$674,900	\$45,900	\$721,800
3	\$1,000	\$674,825	\$46,818	\$722,643
4	\$1,000	\$674,751	\$47,754	\$723,505
5	\$1,000	\$674,676	\$48,709	\$724,385
6	\$120,000	\$402,950	\$49,684	\$572,634
7	\$134,000	\$397,610	\$50,677	\$582,287
8	\$147,000	\$391,647	\$51,691	\$590,338
9	\$162,000	\$385,105	\$52,725	\$599,830
10	\$177,000	\$377,896	\$53,779	\$608,676
11	\$193,000	\$370,020	\$54,855	\$617,875
12	\$210,000	\$361,431	\$55,952	\$627,383
13	\$228,000	\$352,086	\$57,071	\$637,157
14	\$247,000	\$341,940	\$58,212	\$647,153
15	\$266,000	\$330,949	\$59,377	\$656,325
16	\$287,000	\$319,112	\$60,564	\$666,676
17	\$309,000	\$306,340	\$61,775	\$677,116
18	\$332,000	\$292,590	\$63,011	\$687,601
19	\$356,000	\$277,816	\$64,271	\$698,087
20	\$381,000	\$261,974	\$65,557	\$708,530
21	\$407,000	\$245,019	\$66,868	\$718,887
22	\$435,000	\$226,908	\$68,205	\$730,113
23	\$464,000	\$207,550	\$69,569	\$741,119
24	\$495,000	\$186,902	\$70,960	\$752,863
25	\$527,000	\$164,875	\$72,380	\$764,255
26	\$561,000	\$141,423	\$73,827	\$776,251
27	\$597,000	\$116,459	\$75,304	\$788,763
28	\$634,000	\$89,892	\$76,810	\$800,702
29	\$673,000	\$61,679	\$78,346	\$813,025
30	\$713,054	\$31,731	\$79,913	\$824,698
Total	\$9,060,054	\$10,016,033	\$1,825,564	\$20,901,650

1- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

2 - The interest is calculated assuming an estimated interest rate of 7.45% for years 1 through 5 and 4.45% thereafter on the Phase #1 Reimbursement Agreement and will be updated at the time of Assessment levy.

Appendix F-2
Proposed Assessment Roll by Lot Type

Lot Type
Assessment
Equivalent Unit

Lot Type 1 (50 Ft)
\$31,087
1.00

Year	Principal¹	Interest²	Administrative Expenses²	Annual Installment³
1	\$3	\$2,316	\$154	\$2,474
2	\$3	\$2,316	\$157	\$2,477
3	\$3	\$2,315	\$161	\$2,480
4	\$3	\$2,315	\$164	\$2,482
5	\$3	\$2,315	\$167	\$2,486
6	\$412	\$1,383	\$170	\$1,965
7	\$460	\$1,364	\$174	\$1,998
8	\$504	\$1,344	\$177	\$2,026
9	\$556	\$1,321	\$181	\$2,058
10	\$607	\$1,297	\$185	\$2,088
11	\$662	\$1,270	\$188	\$2,120
12	\$721	\$1,240	\$192	\$2,153
13	\$782	\$1,208	\$196	\$2,186
14	\$848	\$1,173	\$200	\$2,221
15	\$913	\$1,136	\$204	\$2,252
16	\$985	\$1,095	\$208	\$2,287
17	\$1,060	\$1,051	\$212	\$2,323
18	\$1,139	\$1,004	\$216	\$2,359
19	\$1,222	\$953	\$221	\$2,395
20	\$1,307	\$899	\$225	\$2,431
21	\$1,396	\$841	\$229	\$2,467
22	\$1,493	\$779	\$234	\$2,505
23	\$1,592	\$712	\$239	\$2,543
24	\$1,698	\$641	\$243	\$2,583
25	\$1,808	\$566	\$248	\$2,622
26	\$1,925	\$485	\$253	\$2,663
27	\$2,048	\$400	\$258	\$2,706
28	\$2,175	\$308	\$264	\$2,747
29	\$2,309	\$212	\$269	\$2,790
30	\$2,447	\$109	\$274	\$2,830
Total	\$31,087	\$34,367	\$6,264	\$71,717

1 - The interest is calculated assuming an estimated interest rate of 7.45% for years 1 through 5 and 4.45% thereafter on the Phase #1 Reimbursement Agreement and will be updated at the time of Assessment levy.

2 - The Administrative Expenses shown include the estimated PID administration and assessment collection costs.

Appendix F-3
Proposed Assessment Roll by Lot Type

Lot Type
Assessment
Equivalent Unit

Lot Type 2 (40 Ft)
\$27,633
0.89

Year	Principal¹	Interest²	Administrative Expenses²	Annual Installment³
1	\$3	\$2,059	\$137	\$2,199
2	\$3	\$2,058	\$140	\$2,201
3	\$3	\$2,058	\$143	\$2,204
4	\$3	\$2,058	\$146	\$2,207
5	\$3	\$2,058	\$149	\$2,209
6	\$366	\$1,229	\$152	\$1,746
7	\$409	\$1,213	\$155	\$1,776
8	\$448	\$1,195	\$158	\$1,800
9	\$494	\$1,175	\$161	\$1,829
10	\$540	\$1,153	\$164	\$1,856
11	\$589	\$1,129	\$167	\$1,884
12	\$640	\$1,102	\$171	\$1,913
13	\$695	\$1,074	\$174	\$1,943
14	\$753	\$1,043	\$178	\$1,974
15	\$811	\$1,009	\$181	\$2,002
16	\$875	\$973	\$185	\$2,033
17	\$942	\$934	\$188	\$2,065
18	\$1,013	\$892	\$192	\$2,097
19	\$1,086	\$847	\$196	\$2,129
20	\$1,162	\$799	\$200	\$2,161
21	\$1,241	\$747	\$204	\$2,193
22	\$1,327	\$692	\$208	\$2,227
23	\$1,415	\$633	\$212	\$2,260
24	\$1,510	\$570	\$216	\$2,296
25	\$1,607	\$503	\$221	\$2,331
26	\$1,711	\$431	\$225	\$2,368
27	\$1,821	\$355	\$230	\$2,406
28	\$1,934	\$274	\$234	\$2,442
29	\$2,053	\$188	\$239	\$2,480
30	\$2,175	\$97	\$244	\$2,515
Total	\$27,633	\$30,548	\$5,568	\$63,749

1 - The interest is calculated assuming an estimated interest rate of 7.45% for years 1 through 5 and 4.45% thereafter on the Phase #1 Reimbursement Agreement and will be updated at the time of Assessment levy.

2 - The Administrative Expenses shown include the estimated PID administration and assessment collection costs.

Appendix F-4
Proposed Assessment Roll by Lot Type

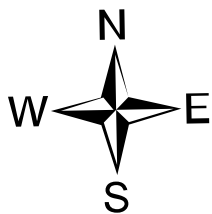
Lot Type
Assessment
Equivalent Unit

Lot Type 3 (25 Ft)
\$24,179
0.78

Year	Principal¹	Interest²	Administrative Expenses²	Annual Installment³
1	\$3	\$1,801	\$120	\$1,924
2	\$3	\$1,801	\$122	\$1,926
3	\$3	\$1,801	\$125	\$1,929
4	\$3	\$1,801	\$127	\$1,931
5	\$3	\$1,801	\$130	\$1,933
6	\$320	\$1,075	\$133	\$1,528
7	\$358	\$1,061	\$135	\$1,554
8	\$392	\$1,045	\$138	\$1,575
9	\$432	\$1,028	\$141	\$1,601
10	\$472	\$1,008	\$144	\$1,624
11	\$515	\$987	\$146	\$1,649
12	\$560	\$965	\$149	\$1,674
13	\$608	\$940	\$152	\$1,700
14	\$659	\$913	\$155	\$1,727
15	\$710	\$883	\$158	\$1,752
16	\$766	\$852	\$162	\$1,779
17	\$825	\$818	\$165	\$1,807
18	\$886	\$781	\$168	\$1,835
19	\$950	\$741	\$172	\$1,863
20	\$1,017	\$699	\$175	\$1,891
21	\$1,086	\$654	\$178	\$1,918
22	\$1,161	\$606	\$182	\$1,948
23	\$1,238	\$554	\$186	\$1,978
24	\$1,321	\$499	\$189	\$2,009
25	\$1,406	\$440	\$193	\$2,040
26	\$1,497	\$377	\$197	\$2,072
27	\$1,593	\$311	\$201	\$2,105
28	\$1,692	\$240	\$205	\$2,137
29	\$1,796	\$165	\$209	\$2,170
30	\$1,903	\$85	\$213	\$2,201
Total	\$24,179	\$26,730	\$4,872	\$55,780

1 - The interest is calculated assuming an estimated interest rate of 7.45% for years 1 through 5 and 4.45% thereafter on the Phase #1 Reimbursement Agreement and will be updated at the time of Assessment levy.

2 - The Administrative Expenses shown include the estimated PID administration and assessment collection costs.



CITY OF SHERMAN
Bel Air Village





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 2.

Meeting Date: 03/21/2022

Approved By: Robby Hefton, City Manager

Caption:

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

Issue:

Amending the original Master Development Agreement approved January 4, 2021 to facilitate the development, design, and construction of an estimated 80-bed acute care hospital on twelve acres of land near the Sherman Crossroads development.

Background:

In January 2021, the City Council approved a Master Development Agreement among the City of Sherman, IVY P3 GROUP, LLC, (IVY) a Texas limited liability company, CFP SHERMAN, LLC, (CFP) an Arizona nonprofit limited liability company, and Crossroads Hospital Development, LLC, a Texas limited liability company to develop, design and construct an estimated 80-bed acute care hospital and site amenities to serve the hospital in the Crossroads Development area, north of West Travis Street and west of U.S. Highway 75. This agreement specified the roles and responsibilities of each of the parties through the completion of the pre-development phase of the project.

This Amended Agreement clarifies the roles of each of the parties to the agreement going forward. Specifically, it identifies IVY as the Project Manager for the project, and spells out IVY's responsibilities through the predevelopment phase of the project and beyond. It also clarifies the role of the Crossroads Hospital Development LLC as the Development Consultant, moving many of their previous responsibilities to IVY.

This Agreement amendment is one of several hospital-related items on this agenda for Council consideration, including the Amended Pre-Development Loan Agreement, the Public Private Partnership Agreement, the Replenishment Agreement, the TEFRA public hearing, and the Resolution authorizing issuance of up to \$300M in revenue bonds by CFP through Phoenix Industrial Development Authority.

The pre-development phase is expected to be completed by 2Q 2022. Upon successful completion of the pre-development phase, CFP would issue bonds to be used for the construction of the facilities and would

retain ownership of the facilities throughout the duration of the project. The bond proceeds would be used to repay the City for its loan to CFP, which will bear an annual interest rate of five percent (5%).

Origination:

City Manager's Office

Financial Consideration:

The City's participation in this project will be limited to an initial cash contribution of between \$525,000 and \$737,500 in the form of a non-recourse loan to CFP, repayable when the construction bonds are issued by CFP. The City's final contribution is dependent upon total final pre-development costs. When the hospital project is completed, it is expected to generate over \$1.1 million annually in incremental property tax and utility revenues to the City.

Staff Recommendation:

Staff recommends approval and acceptance of the Amended Master Development Agreement with CROSSROADS HOSPITAL DEVELOPMENT LLC, IVY P3 GROUP, LLC and CFP SHERMAN, LLC.

Alternatives:

As directed by City Council

Attachments

Resolution No. 6859

Master Development Agreement -Amended

MDA-Redlined

RESOLUTION NO. 6859

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; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Council of the City of Sherman, Texas, hereby approves and accepts the Amended and Restated Master Development Agreement to facilitate the development, design and construction of an estimated 80-bed acute care hospital on twelve acres of land near the Sherman Crossroads development in Sherman, Texas.

SECTION 2. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Amended and Restated Master Development Agreement with Crossroads Hospital Development LLC, Ivy P3 Group, LLC and CFP Sherman Hospital, LLC for the development, design and construction of the acute care hospital and appropriate site amenities supporting the same, in accordance with all contract documents to be attached hereto and made a part hereof for all purposes.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

[The remainder of this page intentionally left blank.]

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, on this the 21st day of March, 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**

AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT

This Amended and Restated Master Development Agreement (hereinafter referred to as the “Agreement”) by and among the **CITY OF SHERMAN, TEXAS**, a Texas municipality (hereinafter referred to as the “City”), **CROSSROADS HOSPITAL DEVELOPMENT LLC** a Texas limited liability company (hereinafter referred to as “Crossroads,” and as the “Development Consultant” as the term “Development Consultant” is further described and defined below), **IVY P3 GROUP f/k/a IVY HOTEL GROUP, LLC**, a Texas limited liability company (hereinafter referred to as “Ivy,” and as the “Project Manager” (as the term “Project Manager” is defined below), and **CFP SHERMAN HOSPITAL, LLC**, an Arizona nonprofit limited liability company whose sole member is Community Facility Public Private Partnerships, a Minnesota nonprofit corporation and a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code (hereinafter referred to as the “Nonprofit” as defined below), is made and entered into as of the Executive Date (as defined below) and executed on the following recitals, terms, and conditions.

RECITALS:

WHEREAS, Project Manager desires to facilitate 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 in close proximity to the “Crossroads” development area therein, which such hospital and amenities will benefit the City through service to its residents (the “Project”);

WHEREAS, the City, Development Consultant, and the Nonprofit desire to participate with Project Manager in the development, design, and construction of the Project in the manner set forth in this Agreement;

WHEREAS, the City, CFP Sherman, LLC, Development Consultant and Ivy had entered into a Master Development Agreement, approved by the City on or about January 4, 2021, with respect to the Project (the “Original Master Development Agreement”);

WHEREAS, on or about [DATE], CFP Sherman, LLC has assigned its interests and obligations under the Original Master Development Agreement to the Nonprofit, and the Nonprofit has assumed the interests and obligations of CFP Sherman, LLC under the Original Master Development Agreement, per and pursuant to that certain Assignment and Assumption Agreement, dated [DATE], by and between CFP Sherman, LLC, as assignor, to CFP Sherman Hospital, LLC, as assignee;

WHEREAS, the parties to the Original Master Development Agreement now desire to amend and restate such Original Master Development Agreement pursuant to the terms and conditions as set forth herein this Agreement;

WHEREAS, the Nonprofit is a qualified nonprofit corporation that is exempt from the payment of federal income tax under Section 501(a) of the Internal Revenue Code as an entity created under Section 501(c)(3) of the Internal Revenue Code that the City has selected to assist the City in fulfilling its governmental burdens by developing, owning, financing, and operating the Project;

WHEREAS, one of the charitable purposes of the Nonprofit is to **lessen the burdens of government**, which charitable purpose may be accomplished through various means, including without limitation, the development, construction, acquisition, ownership, management, maintenance, operation and disposition of public health facilities, public health buildings, public works and infrastructure projects of various types including, but not limited to, the Project, as well as the provision of services and financial assistance and the performance of activities that enable state and local government to proficiently carry out its functions and responsibilities to its citizens;

WHEREAS, the Nonprofit shall hereby engage Project Manager to assist the Nonprofit with respect to the development, design, and construction within the City of Sherman, Texas, the Project, and to provide certain financial assistance to Project Manager as set forth herein;

WHEREAS, the Nonprofit and Project Manager shall hereby engage the Development Consultant to provide its expertise and experience in consulting on projects similar in size, type, nature, and complexity as the Project,

WHEREAS, the City has concluded and finds that this Agreement and the Project described herein will be in the best interests of the residents of the City;

WHEREAS, Project Manager, the Nonprofit and the City acknowledge that, at the time of this Agreement, the specific details of the Project are under review and will be decided and agreed upon by the parties hereto, to be memorialized in an amendment or amendments to this Agreement prior to commencing construction; and

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, Development Consultant and Project Manager, amend, restate and agree as follows:

Section 1. Findings Incorporated.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

Section 2. Term.

(a) **Term.** This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until a period of 6 months from the date the final Certificate of Occupancy (the "CO") is issued for the Project, unless terminated sooner under the provisions hereof. Any payment due Project Manager beyond the term outlined above shall survive the Term of this Agreement.

Section 3. Definitions.

The following words shall have the following meanings when used in this Agreement:

(a) **Agreement.** The word "Agreement" means this Master Development Agreement, together with all exhibits and schedules attached to this Master Development

Agreement, from time to time, if any, as the same may be amended from time to time.

- (b) **City.** The word “City” means the City of Sherman, Texas, a Texas municipality, whose address for purposes of this Agreement is 220 W. Mulberry Street, Sherman, Texas 75090.
- (c) **City Council.** The words “City Council” means the council of the City of Sherman, Texas.
- (d) **City Manager.** The words “City Manager” means the Office of the City Manager of the City of Sherman, Texas.
- (e) **Development Consultant.** The word “Development Consultant” initially means Crossroads who will provide development consulting services on behalf of the Project.
- (f) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Development Consultant, Project Manager and the City.
- (g) **Eligible Costs.** The words “Eligible Costs” mean cost incurred by the Development Consultant and Project Manager with regard to the Project eligible for advancement by the City under the Predevelopment Loan.
- (h) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (i) **Nonprofit.** The words “Nonprofit” mean CFP Sherman Hospital, LLC, an Arizona nonprofit limited liability company whose sole member is Community Facility Public Private Partnerships, a Minnesota nonprofit corporation and a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code, selected by the City to assist the City by lessening its burdens of government.
- (j) **Predevelopment Loan.** The words “Predevelopment Loan” mean a temporary loan from the participants thereto and other service providers to the Project identified therein of up to Three Million Three Hundred Ninety Thousand Dollars (\$3,390,000.00) plus interest calculated at the loan closing for the Project to cover the anticipated expenses set forth in the predevelopment budget set forth in **Exhibit B-1**, attached hereto, to be incurred by Development Consultant and Project Manager, as well as the sums and forms of cash and in-kind contributions set forth in **Exhibit B-2**, attached hereto, and containing the terms set forth therein.
- (k) **Project.** The word “Project” has the meaning given to it in the Preamble of this Agreement and refers to the design, development, construction and operation of an estimated 80-bed acute care hospital and appropriate site amenities servicing the hospital, located in the “Crossroads” development area of the City of Sherman,

Texas, as such description of the Project may be further described and defined by Project Manager and the City by amendment to this Agreement.

- (l) **Project Bonds.** The words “Project Bonds” have the meaning given to them in Section 8 of this Agreement.
- (m) **Project Manager.** The words “Project Manager” initially means Ivy, who will provide project management services on behalf of the Project.
- (n) **Property.** The word “Property” means that approximately sixteen and seventy-nine hundredths (16.79) acre tract of land located in the City of Sherman, Texas, as depicted in that certain land survey completed on or about [DATE] as further described in that certain form of Purchase and Sale Agreement set forth in ***Exhibit A*** of this Agreement, which is attached hereto and is incorporated herein for all purposes.
- (o) **State Comptroller.** The words “State Comptroller” mean the Office of the Texas Comptroller of Public Accounts, or any successor agency.
- (p) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

Section 4. Obligations of the Development Consultant.

During the Term of this Agreement, the Development Consultant covenants and agrees to comply with the terms and conditions set forth in that certain Development Consultant Agreement, by and between the Nonprofit and the Development Consultant, annexed hereto and made a part hereof by reference of which the parties hereto (i) acknowledge is a part of the underlying transaction but currently under development, (ii) agree that the City reserves the right to further review and to provide comment upon its completion, and (iii) agree to use reasonable efforts to timely resolve any concerns raised by the City from its aforesaid review and comment.

Section 5. Obligations of Project Manager

During the Term of this Agreement, Project Manager covenants and agrees to comply with the following terms and conditions:

- (a) **Property Acquisition.** Project Manager shall cause the acquisition of a fee interest in the Property between the owner of the Property and the Nonprofit by no later than [DATE], in substantial form to the Purchase and Sale Agreement set forth in ***Exhibit A*** to this Agreement.
- (b) **Appointment of Project Manager.** The Nonprofit hereby engages Project Manager to be the project manager of the Project to perform project management services as described in this Agreement and that certain Project Management Agreement between Project Manager and the Nonprofit, annexed hereto and made a part hereof by reference of which the parties hereto (i) acknowledge is a part of the underlying transaction but currently under development, (ii) agree that the City

reserves the right to further review and to provide comment upon its completion, and (iii) agree to use reasonable efforts to timely resolve any concerns raised by the City arising from its aforesaid review and comments to the Project Management Agreement, as well as project management services typically provided by project managers for projects similar in size, nature, complexity and cost. Project Manager hereby accepts such engagement and will use commercially reasonable efforts (but Project Manager shall not be obligated to spend its own funds) to coordinate and manage the development of the Project in an expeditious and economical manner for the ultimate benefit of the City.

- (c) **Project Management Services.** Project Manager, in consultation with the City, the Nonprofit, and the Development Consultant, shall initiate, coordinate and administer all planning, development, design and construction activities in connection with the acquisition of the Property, development of the Project and construction of the Project, subject to the terms and conditions of this Agreement. Project Manager's services hereunder shall be rendered in a manner consistent with the level of skill and care ordinarily exercised by project managers developing projects similar in size, nature, complexity and cost in municipal areas similar to where the Property is located. The parties hereto acknowledge that the services and work product provided by consultants, design professionals, and construction professionals retained by the Development Consultant, Project Manager and/or the Nonprofit with respect to the Project as contemplated hereby are the responsibility of such consultants, design professionals and construction professionals, and Project Manager does not warrant or guarantee their respective performances.
- (d) **Independent Contractor; Approval and Execution of Contracts.** Project Manager is an independent contractor and not an agent of the City or Development Consultant, and Project Manager shall have no authority to make commitments on behalf of, or to legally bind, the City or the Development Consultant unless expressly authorized or agreed to in writing by the City or the Development Consultant. Except as otherwise expressly provided herein, all contracts relating to the development, design, engineering and construction of the Project shall be subject to the City's approval and entered into by the Nonprofit or the Development Consultant, and not Project Manager.
- (e) **Certificate of Occupancy and Permits for the Project.** Project Manager shall ensure a Certificate of Occupancy is obtained for the Project from the City together with all certifications and permits from applicable state and/or federal agencies to enable the Project to operate as an 80 bed acute care hospital on or about thirty (30) calendar months after the commencement of construction, subject to delays due to force majeure as set forth below and herein.
- (f) **Operation of the Project.** An operator approved by the City to operate the Project will, within a maximum of sixty (60) calendar days after the aforesaid Certificate of Occupancy for the Project is issued, subject to delays due to force majeure as set forth below and herein, open and operate the Project at a level and to the standard

commensurate with an acute medical care facility as required by the rules and regulations of the State of Texas.

- (g) **Submission of Eligible Costs, Schedule of Work, Activities and Programs.** Project Manager and Development Consultant will submit to the City monthly written draw requests of its Eligible Costs that are advanceable under the Predevelopment Loan, accompanied by a schedule of work, activities, programs performed, and task list as applicable. The first written draw request has been submitted to the City on January 31, 2021 for Eligible Costs, and subsequent draw requests have been, and shall continue to be throughout the Term of this Agreement, submitted monthly thereafter. Each request has and shall be submitted by the last day of the month for each month. The City shall have three (3) business days from the last day of the preceding month to review each draw request subject to the procedure set forth in Section 6(a) below. Once the City has approved the draw request, the City and/or the participants to the Predevelopment Loan will advance the approved funds to the CPA (defined below) within ten (10) days of approval thereof; provided, however, any advancement set forth above shall be limited to the funds available under the Predevelopment Loan at the time such draw request is submitted, and the City shall not assume any liability for payment or reimbursement of any Eligible Costs set forth in the draw request that exceeds the funds committed to by the City in the Predevelopment Loan.
- (h) **Performance.** Project Manager will perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between Project Manager, the Nonprofit, Project Manager and the City.

Section 6. Obligations of the City.

During the Term of this Agreement, the City covenants and agrees to comply with the following terms and conditions:

- (a) **Determination of Eligible Costs.** The City and Project Manager shall determine whether the written draw requests and Eligible Costs set forth therein as submitted by Project Manager pursuant to Section 4(e) of this Agreement are advanceable for disbursement under the Predevelopment Loan. If Project Manager submits a draw request for advancement of Eligible Costs in any given month, the City shall have ten (10) business days following the end of the preceding month that the draw requests corresponds with to review and approve said draw request. Should the City and/or Project Manager determine an item is not an Eligible Cost under the Predevelopment Loan, this item will be held for appeal with such determination to be made by the City Manager. The City Manager's determination on the matter shall be final. Upon approval of any portion of a draw request, the City Manager, in coordination with Project Manager, shall cause its responsible share of the approved amount of each advance request to be paid to a Certified Public Accountant selected by the City for the Project pursuant to the terms and conditions

of the Predevelopment Loan (the “CPA”) within ten (10) days after approval thereof.

- (b) **Record-Keeping.** If an item is an Eligible Cost under the Predevelopment Loan, then the City Manager, Project Manager and the CPA shall maintain records of each scheduled disbursement or advance.
- (c) **Performance.** Provided the Development Consultant and/or Project Manager are not in default hereunder, the City shall perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Development Consultant, Project Manager, and/or the City.
- (d) **Financing Confirmation.** The City will take all reasonable actions that may be required by Project Manager and the Development Consultant in order to complete the financing of the Project, as contemplated among the City, Project Manager and the Development Consultant; including amending this Agreement or entering into other mutually acceptable agreements that may be required by Project Manager and the Development Consultant to complete the financing and ownership contemplated by this Agreement; provided, however, the City shall not incur any liability or any cost in association with funding the Project other than those obligations expressly assumed by the City in the Predevelopment Loan pursuant to the terms and conditions set forth therein.

Section 7. Obligations of the Nonprofit.

During the Term of this Agreement, the Nonprofit, in addition to those obligations set forth herein assigned to the Nonprofit in accordance with the terms hereof, covenants and agrees to comply with the following terms and conditions:

- (a) **Financing Confirmation.** The Nonprofit will take all reasonable actions that may be required by Project Manager and the Development Consultant in order to complete the financing of the Project, as contemplated among the City, Project Manager and the Development Consultant; including amending this Agreement or entering into other mutually acceptable agreements that may be required by Project Manager and the Development Consultant to complete the financing and ownership contemplated by this Agreement; provided, however, the Nonprofit shall not be required to take any actions that will cause the City to incur any liability or any cost in association with funding the Project other than those obligations expressly assumed by the City in the Predevelopment Loan pursuant to the terms and conditions set forth therein.
- (b) **Performance.** The Nonprofit will perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Nonprofit, the Development Consultant, Project Manager and the City.

- (c) **Assistance with City Obligations.** In conformance with the terms set forth herein, the Nonprofit shall assume certain of the City's obligations set forth herein upon the prior approval of the City, and shall otherwise assist the City in lessening its burdens of government by acting for the benefit of the City. The foregoing shall include, without limitation, the Nonprofit's oversight of the Project on the City's behalf as set forth in Section 8(b) below.

Section 8. Project Financing Conditions.

- (a) **Project Financing.** The Nonprofit, being treated as a qualified tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, will cause the issuance of revenue bonds by the Phoenix Industrial Development Authority in one or more series from time to time, in an aggregate principal amount currently estimated not to exceed \$260,000,000 (the "Project Bonds"), the proceeds of which will be used to make a loan to the Nonprofit to (a) finance or refinance the costs of acquiring, developing, designing, constructing and equipping the Project, (b) finance or refinance reserves, initial operating costs and other required amounts in connection therewith, and (c) finance or refinance costs of issuance of the Project Bonds. Proceeds of the Project Bonds shall be used first to repay the Predevelopment Loan in full including the City's portion of the Predevelopment Loan and all accrued interest, upon issuance of the Project Bonds.
- (b) **Disposition of the Project.** The Nonprofit will oversee the operation, construction, management and disposition of the Project for the exclusive benefit of the City, under the purview and the direction of the City and/or its designated representatives, as appropriate. At the City's election, the City shall, in its sole discretion, direct the Nonprofit to take one of the following actions on or before the completion of the Project:
- i) Transfer the Project to the City or to a governmental agency designated by the City;
 - ii) Direct the transfer of the Project to a third party and direct the donation of the proceeds derived from the sale to the City or to a governmental agency designated by the City; or
 - iii) Only in the case where the Project Bonds are paid in full, direct the Nonprofit to continue to operate the Project for the benefit of the City, and direct that the Nonprofit grant or donate to the City all surplus cash flow derived from the continued operation of the Project.
 - iv) The foregoing provisions shall be covenants running with the Property, and may not be deleted or amended by the Nonprofit or any other person or entity, including without limitation the trustee for the benefit of the Bond holders, or any person or entity acquiring the Property or the Project following a foreclosure or deed in lieu of foreclosure, without the City's prior written consent, which may be granted or withheld in its sole

discretion. The City shall have the right but not the obligation to consent. The Nonprofit will record an instrument approved by the City encumbering the Property with the restrictions and covenants set forth in this Section 8, which restrictions and covenants shall be covenants running with the land and binding on the Nonprofit, and its successors and assigns

- (c) **Tax-Exempt Financing.** The Parties acknowledge that repayment of the Predevelopment Loan and the obligations, covenants and agreements of the Nonprofit under this Agreement are expressly contingent upon the issuance of the Project Bonds in an amount sufficient to cover all costs of the Project, including, without limitation, the repayment of the Predevelopment Loan. If the Project Bonds in an amount sufficient to cover all costs of the Project, including, without limitation, the repayment of the Predevelopment Loan, has not been issued on or before the Expiration Date set forth and defined in the agreement for the Predevelopment Loan dated even with the date hereof, as may be amended from time to time (the "Predevelopment Loan Agreement"), this Agreement shall be null and void and the Predevelopment Loan shall be deemed to have been forgiven and the Nonprofit shall have no further obligations hereunder.

Section 9. Events of Default.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of any party to comply with or to perform any term, obligation, covenant or condition contained in this Agreement, or failure of any party to comply with or to perform any term, obligation, covenant or condition contained in any other agreement by and between the parties or any of them is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the City by or on behalf of the Development Consultant or Project Manager under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** The Development Consultant's insolvency, appointment of receiver for any part of the Development Consultant's property, any assignment for the benefit of creditors of the Development Consultant, any type of creditor workout for the Development Consultant, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Development Consultant is an Event of Default.
- (d) **Ad Valorem Taxes.** The Development Consultant allows its ad valorem taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from the City is an Event of Default.

Section 10. Effect of an Event of Default.

Failure of any party to comply with or perform any term, obligation or condition of this Agreement shall constitute an Event of Default. The non-defaulting party shall give written notice to the other part(ies) of any default, and the defaulting part(ies) shall have sixty (60) days to cure said default. Should said default remain uncured after the 60 day cure period, the non-defaulting part(ies) shall have the right to either cure such default, terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default.

Section 11. Indemnification.

To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demand, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

Section 12. Miscellaneous Provisions.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. The City, the Nonprofit, Project Manager and the Development Consultant understand that this Agreement (i) may be amended from time to time throughout the design and funding period subject to lender's review and other advisor's approval, and (ii) shall be amended from time to time as may be required to conform to the tax-exempt charitable purposes served by the Nonprofit or as may be required for the issuance of the Project Bonds in an amount sufficient to cover all of the costs of the Project. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the City as beneficiary hereunder and by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Grayson County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Grayson County, Texas. Any right to trial by jury in any action, proceeding, or counterclaim (whether based upon contract, tort or otherwise) in connection with any dispute arising out of this Agreement or any conduct in connection with, or matters contemplated by, this Agreement is hereby waived by the parties hereto.
- (c) **Assumption by Nonprofit.** As set forth in Section 12(a) above, no party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred,

or the real property interests in the Property assigned or otherwise transferred without the prior written consent of all of the other parties, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that the Parties hereto hereby agrees that the City, the Development Consultant and/or Project Manager shall have the right to assign in whole or in part, without further consent or approval by any party hereto, each of their respective rights, title, obligations, interests and liabilities under this Agreement to the Nonprofit, and the Nonprofit will so assume all or a portion of the respective rights, title, obligations, interests and liabilities of the City, the Development Consultant and/or Project Manager under this Agreement as so assigned, all for the beneficial interest of the City. The parties agree that, on the date any party hereto assigns all or a portion of their respective rights, title, obligations, interests and liabilities in this Agreement to the Nonprofit and the Nonprofit assumes all or a portion of the respective rights, title, obligations, interests and liabilities of such assigning party under this Agreement, the parties hereto shall be deemed to have released the assigning party from those rights, title, obligations, interests and liabilities under this Agreement assigned to and assumed by the Nonprofit. The assignment and assumption described above will be documented by an amendment or amendments to this Agreement as approved by the City Council.

- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. The Development Consultant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same. Project Manager warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same. The Nonprofit warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Enforcement.** The City may enforce the terms of this Agreement, and the City Attorney or his or her designee may enforce all legal rights, benefits inuring to the City and obligations provided under this Agreement, in each case without further authorization. The Development Consultant shall provide to the to-be-selected Nonprofit or City Attorney, as applicable, all documents and records that the City Attorney requests to assist in determining the Development Consultant's compliance with this Agreement.

- (h) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations by Development Consultant or Project Manager hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, acts of terrorism (both domestic and international), the collapse of the financial markets, on a scale similar to that witnessed between 2008-2011, or related in any way to a pandemic, epidemic, or plague or resulting from governmental actions, restrictions, rules, regulations or laws enacted to address same, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (i) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Crossroads: Crossroads Hospital Development LLC
 c/o Republic Health Group
 1437 Sussex Drive
 Plano, Texas 75075
 Attn: Greg McGaw
 Phone Number: (214) 202-0340
 E-mail: greg.mcgaw@republichg.com

Copy to: Harkinson Investment Corporation
 4560 Beltline Road, Suite 400
 Addison, Texas 75001
 Attn: Jeff Harkinson
 Phone Number: (214) 394-9270
 E-mail: jharkinson@harkcorp.com

if to Ivy: Ivy P3 Group LLC, f/k/a Ivy Hotel Group LLC
 c/o Ivy Hotel Group
 4300 MacArthur Avenue, Suite 175
 Dallas, Texas 75209
 Attn: Robert P. Colombo
 Phone Number: (917) 921-6889
 E-mail: rcolombo@ivyhotelgroup.com

Copy to: Dorsey & Whitney LLP
 300 Crescent Court
 Suite 400
 Dallas, TX 75201
 Attn: Gina Betts

Phone Number: (214) 981-9910
E-mail: betts.gina@dorsey.com

and

Dorsey & Whitney LLP
51 West 52nd Street
New York, NY 10019
Attn: Jeffrey R. Escobar
Phone Number: (212) 415-9315
E-mail: escobar.jeffrey@dorsey.com

if to the City:

City of Sherman, Texas
220 W. Mulberry Street
Sherman, TX 75090
Attn: City Manager
Phone Number: (903) 892-7201
E-mail: robbyh@cityofsherman.com

Copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Attn: Robert H. Roeder
Phone Number: (214) 544-4000
E-mail: roeder@abernathy-law.com

if to the Nonprofit:

CFP Sherman Hospital, LLP
c/o Community Facility Public Private Partnerships
601 Carlson Parkway, Suite 1050
Minnetonka, Minnesota 55305
Attn: Steve Collins
Phone Number: (612) 735-7717
Email: steve@taxfreeP3.org

Copy to:

Best & Flanagan LLP
60 South Sixth Street, Suite 2700
Minneapolis, Minnesota 55402
Attn: Daniel R. W. Nelson
Phone Number: (612) 339-7121
Email: dnelson@bestlaw.com

- (j) **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Development Consultant or Project Manager unless specifically enumerated herein.

- (k) **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- (l) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (m) **Undocumented Workers.** Each the Development Consultant and Project Manager certifies that neither the Development Consultant nor Project Manager willingly nor knowingly employs an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, the Development Consultant and/or Project Manager is convicted of a violation under 8 U.S.C. § 1324a(f), the Development Consultant and/or Project Manager shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the City notifies the Development Consultant and/or Project Manager of their respective violations.
- (n) The Development Consultant and Project Manager each represent that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:
 - (1) <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
 - (2) <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
 - (3) <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

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

- (o) **Survival.** The rights and obligations of the respective parties in Sections 8(b) and 11 of this Agreement will survive any termination of this Agreement.
- (p) **Delegated Authority.** The City hereby designates the City Manager as the representative of the City and delegates to the City Manager the authority to approve all actions that require the City's approval under this Agreement, except

for those actions which are reserved to the City Council by State law or the action of the City Council.

[The Remainder of this Page Intentionally Left Blank]

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND THE PARTIES AGREE TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

CITY:

CITY OF SHERMAN, TEXAS,
a Texas municipality

By: _____
Name: _____
Title: _____
Date Signed: _____

ATTEST:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

Name:
City Attorney

DEVELOPMENT CONSULTANT:

**CROSSROADS HOSPITAL DEVELOPMENT,
LLC**

a Texas limited liability company

By: _____

Name: _____

Title: _____

Date Signed: _____

NONPROFIT:

CFP SHERMAN HOSPITAL, LLC
an Arizona nonprofit limited liability company

By: _____

Name: _____

Title: _____

Date Signed: _____

For the limited purposes stated above:

PROJECT MANAGER

IVY P3 GROUP LLC, f/k/a IVY HOTEL GROUP LLC
a Texas limited liability company

By: _____

Name: _____

Title: _____

Date Signed: _____

Exhibit A

Form of Purchase and Sale Agreement

Exhibit B-1

Predevelopment Budget

October 1, 2020 - May 31, 2022			
Design Fees	CASH	IN-KIND	TOTAL
Architect Pricing Package	\$100,000	\$925,000	1,025,000
General Contractor Fee	\$0	\$250,000	250,000
Soils Enginnering	\$0	\$0	-
Enviromental	\$0	\$0	-
Geotech, etc.	\$50,000	\$0	50,000
Seismic	\$0	\$0	-
Design Fee Contingency	\$70,000	\$0	70,000
Other Soft Costs	CASH	IN-KIND	TOTAL
Operator Design Review	\$0	\$100,000	100,000
Feasibility Study	\$250,000	\$0	250,000
Economic Impact Study	\$25,000	\$0	25,000
Legal, Accounting and Tax	\$250,000	\$0	250,000
Construction Monitor	\$50,000	\$0	50,000
City Fees/Taps	\$0	\$0	-
Insurance	\$30,000	\$0	30,000
Owner Rep / Project Manager	\$450,000	\$540,000	990,000
Project Coordinator	\$0	\$100,000	100,000
Soft Costs Contingency (10%)	\$200,000	\$0	200,000
Totals	\$1,475,000	\$1,915,000	\$3,390,000

Exhibit B-2

Estimated Predevelopment In-Kind and Cash Contributions

October 1, 2020 - May 31, 2022	
Pre-Development Loan - Cash Contributors	
	Amount
City of Sherman	737,500
Adolfson & Peterson	245,833
Sherman Hospital Management Company, LLC	100,000
Crossroads	245,833
Ivy Hotel Group	145,833
Totals	\$1,475,000

October 1, 2020 - May 31, 2022	
Pre-Development Loan - In-Kind Contributors	
	Amount
Architect	925,000
General Contractor	250,000
Operator	100,000
Owner Rep / Project Manager	540,000
Development Consultant	100,000
Totals	\$1,915,000

Exhibit C

RESERVED

AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT

This Amended and Restated Master Development Agreement (hereinafter referred to as the "Agreement") by and among the **CITY OF SHERMAN, TEXAS**, a Texas municipality (hereinafter referred to as the "City"), **CROSSROADS HOSPITAL DEVELOPMENT LLC** a Texas limited liability company (hereinafter referred to as "Crossroads," and as the ~~Developer~~ ("Development Consultant" as the term "~~Developer~~" is Development Consultant" is further described and defined below), **IVY P3 GROUP f/k/a IVY HOTEL GROUP, LLC**, a Texas limited liability company (hereinafter referred to as "~~HG~~Ivy," and as the "Project Manager" (as the term "Project Manager" is defined below), and **CFP SHERMAN HOSPITAL, LLC**, a ~~Minnesota~~ Arizona nonprofit limited liability company whose sole member is Community Facility Public Private Partnerships, a Minnesota nonprofit corporation and a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code (hereinafter referred to as the "Nonprofit" as defined below), is made and entered into as of the Executive Date (as defined below) and executed on the following recitals, terms, and conditions.

RECITALS:

WHEREAS, ~~the Developer~~ Project Manager desires to facilitate 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 in close proximity to the "Crossroads" development area therein, which such hospital and amenities will benefit the City through service to its residents (the "Project");

WHEREAS, the City, ~~the Project Manager~~ Development Consultant, and the Nonprofit desire to participate with ~~the Developer~~ Project Manager in the development, design, and construction of the Project in the manner set forth in this Agreement;

WHEREAS, the City, CFP Sherman, LLC, Development Consultant and Ivy had entered into a Master Development Agreement, approved by the City on or about January 4, 2021, with respect to the Project (the "Original Master Development Agreement");

WHEREAS, on or about [DATE], CFP Sherman, LLC has assigned its interests and obligations under the Original Master Development Agreement to the Nonprofit, and the Nonprofit has assumed the interests and obligations of CFP Sherman, LLC under the Original Master Development Agreement, per and pursuant to that certain Assignment and Assumption Agreement, dated [DATE], by and between CFP Sherman, LLC, as assignor, to CFP Sherman Hospital, LLC, as assignee;

WHEREAS, the parties to the Original Master Development Agreement now desire to amend and restate such Original Master Development Agreement pursuant to the terms and conditions as set forth herein this Agreement;

WHEREAS, the Nonprofit is a qualified nonprofit corporation that is exempt from the payment of federal income tax under Section 501(a) of the Internal Revenue Code as an entity created under Section 501(c)(3) of the Internal Revenue Code that the City has selected to assist the City in fulfilling its governmental burdens by developing, owning, financing, and operating the Project;

WHEREAS, one of the charitable purposes of the Nonprofit is to **lessen the burdens of government**, which charitable purpose may be accomplished through various means, including without limitation, the development, construction, acquisition, ownership, management, maintenance, operation and disposition of public health facilities, public health buildings, public works and infrastructure projects of various types including, but not limited to, the Project, as well as the provision of services and financial assistance and the performance of activities that enable state and local government to proficiently carry out its functions and responsibilities to its citizens;

WHEREAS, the Nonprofit shall hereby engage ~~the Developer to develop~~ Project Manager to assist the Nonprofit with respect to the development, design, and ~~construct~~ construction within the City of Sherman, Texas, the Project, and to provide certain financial assistance to ~~the Developer~~ Project Manager as set forth herein;

WHEREAS, the Nonprofit and ~~Developer~~ Project Manager shall hereby engage the ~~Project Manager~~ Development Consultant to provide its expertise and experience in ~~managing~~ consulting on projects similar in size, type, nature, and complexity as the Project,

WHEREAS, the City has concluded and finds that this Agreement and the Project described herein will be in the best interests of the residents of the City;

WHEREAS, ~~the Developer, the~~ Project Manager, the Nonprofit and the City acknowledge that, at the time of this Agreement, the specific details of the Project are under review and will be decided and agreed upon by the parties hereto, to be memorialized in an amendment or amendments to this Agreement prior to commencing construction; and

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, ~~Developer~~ Development Consultant and Project Manager, amend, restate and agree as follows:

Section 1. Findings Incorporated.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

Section 2. Term.

(a) **Term.** This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until a period of 6 months from the date the final Certificate of Occupancy (the "CO") is issued for the Project, unless terminated sooner under the provisions hereof. Any payment due ~~the Developer~~ Project Manager beyond the term outlined above shall survive the Term of this Agreement.

Section 3. Definitions.

The following words shall have the following meanings when used in this Agreement:

- (a) **Agreement.** The word “Agreement” means this Master Development Agreement, together with all exhibits and schedules attached to this Master Development Agreement, from time to time, if any, as the same may be amended from time to time.
- (b) **City.** The word “City” means the City of Sherman, Texas, a Texas municipality, whose address for purposes of this Agreement is 220 W. Mulberry Street, Sherman, Texas 75090.
- (c) **City Council.** The words “City Council” means the council of the City of Sherman, Texas.
- (d) **City Manager.** The words “City Manager” means the Office of the City Manager of the City of Sherman, Texas.
- (e) ~~Developer~~ Development Consultant. The word “~~Developer~~ Development Consultant” initially means Crossroads who will provide development consulting services on behalf of the Project.
- (f) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the ~~Developer~~ Development Consultant, ~~the~~ Project Manager and the City.
- (g) **Eligible Costs.** The words “Eligible Costs” mean cost incurred by the ~~Developer~~ Development Consultant and Project Manager with regard to the Project eligible for advancement by the City under the Predevelopment Loan.
- (h) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (i) **Nonprofit.** The words “Nonprofit” mean CFP Sherman Hospital, LLC, ~~a Minnesota~~ an Arizona nonprofit limited liability company whose sole member is Community Facility Public Private Partnerships, a Minnesota nonprofit corporation and a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code, selected by the City to assist the City by lessening its burdens of government.
- (j) **Predevelopment Loan.** The words “Predevelopment Loan” mean a temporary loan from the participants thereto and other service providers to the Project identified therein of up to Three Million Three Hundred ~~Forty~~ Ninety Thousand Dollars (\$~~3,340,000.00~~) 3,390,000.00) plus interest calculated at the loan closing for the Project to cover the anticipated expenses set forth in the predevelopment budget ~~of~~ set forth in **Exhibit B-1**, attached hereto, to be incurred by ~~Developer~~ Development Consultant and Project Manager, ~~and~~ as well as the sums and forms of cash and in-kind contributions set forth in **Exhibit B-2**, attached hereto, and containing the terms set forth therein.

- (k) **Project.** The word “Project” has the meaning given to it in the Preamble of this Agreement and refers to the design, development, construction and operation of an estimated 80-bed acute care hospital and appropriate site amenities servicing the hospital, located in the “Crossroads” development area of the City of Sherman, Texas, as such description of the Project may be further described and defined by ~~Developer~~Project Manager and the City by amendment to this Agreement.
- (l) **Project Bonds.** The words “Project Bonds” have the meaning given to them in Section 8 of this Agreement.
- (m) **Project Manager.** The words “Project Manager” initially means ~~IHG~~Ivy, who will provide project management services on behalf of the Project.
- (n) **Property.** The word “Property” means that approximately ~~twelve~~sixteen and seventy-nine hundredths (~~12~~16.79) acre tract of land located in the City of Sherman, Texas, as depicted in that certain land survey ~~to be~~ completed on or ~~before February 28, 2021 and to be~~ about [DATE] as further described in that certain form of ~~Option~~Purchase and Sale Agreement ~~to Ground Lease Property~~ set forth in *Exhibit A* of this Agreement, which is attached hereto and is incorporated herein for all purposes.
- (o) **State Comptroller.** The words “State Comptroller” mean the Office of the Texas Comptroller of Public Accounts, or any successor agency.
- (p) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

Section 4. Obligations of the ~~Developer~~Development Consultant.

During the Term of this Agreement, the ~~Developer~~Development Consultant covenants and agrees to comply with the ~~following~~ terms and conditions: set forth in that certain Development Consultant Agreement, by and between the Nonprofit and the Development Consultant, annexed hereto and made a part hereof by reference of which the parties hereto (i) acknowledge is a part of the underlying transaction but currently under development, (ii) agree that the City reserves the right to further review and to provide comment upon its completion, and (iii) agree to use reasonable efforts to timely resolve any concerns raised by the City from its aforesaid review and comment.

- ~~(a) — Construction of the Project. It is estimated that the Developer will commence construction of the Project on the Property no later than January 1, 2022. The Developer covenants and agrees to construct or have constructed the Project located on the Property on or about thirty (30) calendar months after the commencement of construction of the Project or no later than July 1, 2024, whichever shall occur later, subject to delays due to force majeure as set forth below and herein. The Developer covenants and agrees said construction of the Project shall comply with all CMS, Texas Department of Health, OSHA and all other federal, state and local statutes, rules, regulations, and ordinances.~~

- (b) ~~Certificate of Occupancy and Permits for the Project.~~ The Developer will obtain or cause to be obtained a Certificate of Occupancy for the Project from the City together with all certifications and permits from applicable state and/or federal agencies to enable the Project to operate as an 80-bed acute care hospital on or about thirty (30) calendar months after the commencement of construction, subject to delays due to force majeure as set forth below and herein.
- (c) ~~Operation of the Project.~~ An operator approved by the City to operate the Project will, within a maximum of sixty (60) calendar days after the Certificate of Occupancy for the Project is issued, subject to delays due to force majeure as set forth below and herein, open and operate the Project at a level and to the standard commensurate with an acute medical care facility as required by the rules and regulations of the State of Texas.
- (d) ~~Submission of Eligible Costs, Schedule of Work, Activities and Programs.~~ The Developer and Project Manager will submit to the City monthly written draw requests of its Eligible Costs that are advanceable under the Predevelopment Loan, accompanied by a schedule of work, activities, programs performed, and task list as applicable. The first written draw request shall be submitted to the City by January 31, 2021 for Eligible Costs, and monthly thereafter. Each request shall be submitted by the last day of the month for each month. The City shall have three (3) business days from the last day of the preceding month to review each draw request subject to the procedure set forth in Section 6(a) below. Once the City has approved the draw request, the City and/or the participants to the Predevelopment Loan will advance the approved funds to the CPA (defined below) within ten (10) days of approval thereof; provided, however, any advancement set forth above shall be limited to the funds available under the Predevelopment Loan at the time such draw request is submitted, and the City shall not assume any liability for payment or reimbursement of any Eligible Costs set forth in the draw request that exceeds the funds committed to by the City in the Predevelopment Loan.
- (e) ~~Performance.~~ The Developer will perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer, the Nonprofit, the Project Manager and the City.

Section 5. Obligations of the Project Manager

During the Term of this Agreement, the Project Manager covenants and agrees to comply with the following terms and conditions:

- (a) **Property Acquisition.** The Project Manager shall cause the acquisition of a ~~ground leasehold~~fee interest in the Property between the owner of the Property and the ~~Project Manager~~Nonprofit by no later than **December 28, 2020**[DATE], in substantial form to the ~~Option to Ground Lease Property~~Purchase and Sale Agreement set forth in *Exhibit A* to this Agreement, ~~which shall be assigned to~~

~~the Nonprofit on a date approved by the City and mutually agreed upon by the Project Manager and the Nonprofit.~~

- (b) **Appointment of Project Manager.** The Nonprofit hereby engages ~~the~~ Project Manager to be the project manager of the Project to perform project management services as described in this Agreement and that certain Project Management Agreement between Project Manager and the Nonprofit, annexed hereto and made a part hereof by reference of which the parties hereto (i) acknowledge is a part of the underlying transaction but currently under development, (ii) agree that the City reserves the right to further review and to provide comment upon its completion, and (iii) agree to use reasonable efforts to timely resolve any concerns raised by the City arising from its aforesaid review and comments to the Project Management Agreement, as well as project management services typically provided by project managers for projects similar in size, nature, complexity and cost. ~~The~~ Project Manager hereby accepts such engagement and will use commercially reasonable efforts (but Project Manager shall not be obligated to spend its own funds) to coordinate and manage the development of the Project in an expeditious and economical manner for the ultimate benefit of the City.
- (c) **Project Management Services.** ~~The~~ Project Manager, in consultation with the City, the Nonprofit, and the ~~Developer~~Development Consultant, shall initiate, coordinate and administer all planning, development, design and construction activities in connection with the acquisition of the Property, development of the Project and construction of the Project, subject to the terms and conditions of this Agreement. ~~The~~ Project Manager's services hereunder shall be rendered in a manner consistent with the level of skill and care ordinarily exercised by project managers developing projects similar in size, nature, complexity and cost in municipal areas similar to where the Property is located. The parties hereto acknowledge that the services and work product provided by consultants, design professionals, and construction professionals retained by the ~~Developer~~Development Consultant, ~~the~~ Project Manager and/or the Nonprofit with respect to the Project as contemplated hereby are the responsibility of such consultants, design professionals and construction professionals, and ~~the~~ Project Manager does not warrant or guarantee their respective performances.
- (d) **Independent Contractor; Approval and Execution of Contracts.** ~~The~~ Project Manager is an independent contractor and not an agent of the City or ~~Developer~~Development Consultant, and ~~the~~ Project Manager shall have no authority to make commitments on behalf of, or to legally bind, the City or the ~~Developer~~Development Consultant unless expressly authorized or agreed to in writing by the City or the ~~Developer~~Development Consultant. Except as otherwise expressly provided herein, all contracts relating to the development, design, engineering and construction of the Project shall be subject to the City's approval and entered into by the Nonprofit or the ~~Developer~~Development Consultant, and not Project Manager.

- (e) **Certificate of Occupancy and Permits for the Project.** Project Manager shall ensure a Certificate of Occupancy is obtained for the Project from the City together with all certifications and permits from applicable state and/or federal agencies to enable the Project to operate as an 80 bed acute care hospital on or about thirty (30) calendar months after the commencement of construction, subject to delays due to force majeure as set forth below and herein.
- (f) **Operation of the Project.** An operator approved by the City to operate the Project will, within a maximum of sixty (60) calendar days after the aforesaid Certificate of Occupancy for the Project is issued, subject to delays due to force majeure as set forth below and herein, open and operate the Project at a level and to the standard commensurate with an acute medical care facility as required by the rules and regulations of the State of Texas.
- (g) **Submission of Eligible Costs, Schedule of Work, Activities and Programs.** Project Manager and Development Consultant will submit to the City monthly written draw requests of its Eligible Costs that are advanceable under the Predevelopment Loan, accompanied by a schedule of work, activities, programs performed, and task list as applicable. The first written draw request has been submitted to the City on January 31, 2021 for Eligible Costs, and subsequent draw requests have been, and shall continue to be throughout the Term of this Agreement, submitted monthly thereafter. Each request has and shall be submitted by the last day of the month for each month. The City shall have three (3) business days from the last day of the preceding month to review each draw request subject to the procedure set forth in Section 6(a) below. Once the City has approved the draw request, the City and/or the participants to the Predevelopment Loan will advance the approved funds to the CPA (defined below) within ten (10) days of approval thereof; provided, however, any advancement set forth above shall be limited to the funds available under the Predevelopment Loan at the time such draw request is submitted, and the City shall not assume any liability for payment or reimbursement of any Eligible Costs set forth in the draw request that exceeds the funds committed to by the City in the Predevelopment Loan.
- (h) **Performance.** Project Manager will perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between Project Manager, the Nonprofit, Project Manager and the City.

Section 6. Obligations of the City.

During the Term of this Agreement, the City covenants and agrees to comply with the following terms and conditions:

- (a) **Determination of Eligible Costs.** The City and ~~the~~ Project Manager shall determine whether the written draw requests and Eligible Costs set forth therein as submitted by ~~the Developer and the~~ Project Manager pursuant to Section 4(e) of this Agreement are advanceable for disbursement under the Predevelopment

Loan. If ~~the Developer or~~ Project Manager submits a draw request for advancement of Eligible Costs in any given month, the City shall have ten (10) business days following the end of the preceding month that the draw requests corresponds with to review and approve said draw request. Should the City and/or ~~the~~ Project Manager determine an item is not an Eligible Cost under the Predevelopment Loan, this item will be held for appeal with such determination to be made by the City Manager. The City Manager's determination on the matter shall be final. Upon approval of any portion of a draw request, the City Manager, in coordination with ~~the~~ Project Manager, shall cause its responsible share of the approved amount of each advance request to be paid to a Certified Public Accountant selected by the City for the Project pursuant to the terms and conditions of the Predevelopment Loan (the "CPA") within ten (10) days after approval thereof.

- (b) **Record-Keeping.** If an item is an Eligible Cost under the Predevelopment Loan, then the City Manager, ~~the~~ Project Manager and the CPA shall maintain records of each scheduled disbursement or advance.
- (c) **Performance.** Provided the ~~Developer~~ Development Consultant and/or Project Manager are not in default hereunder, the City shall perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the ~~Developer~~ Development Consultant, ~~the~~ Project Manager, and/or the City.
- (d) **Financing Confirmation.** The City will take all reasonable actions that may be required by ~~the~~ Project Manager and the ~~Developer~~ Development Consultant in order to complete the financing of the Project, as contemplated among the City, ~~the~~ Project Manager and the ~~Developer~~ Development Consultant; including amending this Agreement or entering into other mutually acceptable agreements that may be required by ~~the~~ Project Manager and the ~~Developer~~ Development Consultant to complete the financing and ownership contemplated by this Agreement; provided, however, the City shall not incur any liability or any cost in association with funding the Project other than those obligations expressly assumed by the City in the Predevelopment Loan pursuant to the terms and conditions set forth therein.

Section 7. Obligations of the Nonprofit.

During the Term of this Agreement, the Nonprofit, in addition to those obligations set forth herein assigned to the Nonprofit in accordance with the terms hereof, covenants and agrees to comply with the following terms and conditions:

- (a) **Financing Confirmation.** The Nonprofit will take all reasonable actions that may be required by ~~the~~ Project Manager and the ~~Developer~~ Development Consultant in order to complete the financing of the Project, as contemplated among the City, ~~the~~ Project Manager and the ~~Developer~~ Development Consultant; including amending this Agreement or entering into other mutually acceptable agreements

that may be required by ~~the~~ Project Manager and the ~~Developer~~Development Consultant to complete the financing and ownership contemplated by this Agreement; provided, however, the Nonprofit shall not be required to take any actions that will cause the City to incur any liability or any cost in association with funding the Project other than those obligations expressly assumed by the City in the Predevelopment Loan pursuant to the terms and conditions set forth therein.

- (b) **Performance.** The Nonprofit will perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Nonprofit, the ~~Developer~~Development Consultant, ~~the~~ Project Manager and the City.
- (c) **Assistance with City Obligations.** In conformance with the terms set forth herein, the Nonprofit shall assume certain of the City's obligations set forth herein upon the prior approval of the City, and shall otherwise assist the City in lessening its burdens of government by acting for the benefit of the City. The foregoing shall include, without limitation, the Nonprofit's oversight of the Project on the City's behalf as set forth in Section 8(b) below.

Section 8. Project Financing Conditions.

- (a) **Project Financing.** The Nonprofit, being treated as a qualified ~~Borrower~~tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, will cause the issuance of revenue bonds by the Phoenix Industrial Development Authority in one or more series from time to time, in an aggregate principal amount currently estimated not to exceed ~~\$220,000,000~~260,000,000 (the "Project Bonds"), the proceeds of which will be used to make a loan to the ~~Developer~~Nonprofit to (a) finance or refinance the costs of acquiring, developing, designing, constructing and equipping the Project, (b) finance or refinance reserves, initial operating costs and other required amounts in connection therewith, and (c) finance or refinance costs of issuance of the Project Bonds. Proceeds of the Project Bonds shall be used first to repay the Predevelopment Loan in full including the City's portion of the Predevelopment Loan and all accrued interest, upon issuance of the Project Bonds.
- (b) **Disposition of the Project.** The Nonprofit will oversee the operation, construction, management and disposition of the Project for the exclusive benefit of the City, under the purview and the direction of the City and/or its designated representatives, as appropriate. At the City's election, the City shall, in its sole discretion, direct the Nonprofit to take one of the following actions on or before the completion of the Project:
 - i) Transfer the Project to the City or to a governmental agency designated by the City;

- ii) Direct the transfer of the Project to a third party and direct the donation of the proceeds derived from the sale to the City or to a governmental agency designated by the City; or
 - iii) Only in the case where the Project Bonds are paid in full, direct the Nonprofit to continue to operate the Project for the benefit of the City, and direct that the Nonprofit grant or donate to the City all surplus cash flow derived from the continued operation of the Project.
 - iv) The foregoing provisions shall be covenants running with the Property, and may not be deleted or amended by the Nonprofit or any other person or entity, including without limitation the trustee for the benefit of the Bond holders, or any person or entity acquiring the Property or the Project following a foreclosure or deed in lieu of foreclosure, without the City's prior written consent, which may be granted or withheld in its sole discretion. The City shall have the right but not the obligation to consent. The Nonprofit will record an instrument approved by the City encumbering the Property with the restrictions and covenants set forth in this Section 8, which restrictions and covenants shall be covenants running with the land and binding on the Nonprofit, and its successors and assigns
- (c) **Tax-Exempt Financing.** The Parties acknowledge that repayment of the Predevelopment Loan ~~is~~ and the obligations, covenants and agreements of the Nonprofit under this Agreement are expressly contingent upon the issuance of the Project Bonds in an amount sufficient to cover all costs of the Project, including, without limitation, the repayment of the Predevelopment Loan. If the Project Bonds in an amount sufficient to cover all costs of the Project, including, without limitation, the repayment of the Predevelopment Loan, has not been issued on or before the Expiration Date set forth and defined in the agreement for the Predevelopment Loan dated even with the date hereof, as may be amended from time to time (the "Predevelopment Loan Agreement"), this Agreement shall be null and void and the Predevelopment Loan shall be deemed to have been forgiven and the Nonprofit shall have no further obligations ~~to repay the Predevelopment Loan per Section 2.2 of the Predevelopment Loan Agreement. The Parties hereto acknowledge and agree that the source of repayment of the Predevelopment Loan shall be the proceeds of the Project Bonds for the Project~~ hereunder.

Section 9. Events of Default.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of any party to comply with or to perform any term, obligation, covenant or condition contained in this Agreement, or failure of any party to comply with or to perform any term, obligation, covenant or condition contained in any other agreement by and between the parties or any of them is an Event of Default.

- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the City by or on behalf of the ~~Developer~~Development Consultant or ~~the~~ Project Manager under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** The ~~Developer~~Development Consultant's insolvency, appointment of receiver for any part of the ~~Developer~~Development Consultant's property, any assignment for the benefit of creditors of the ~~Developer~~Development Consultant, any type of creditor workout for the ~~Developer~~Development Consultant, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the ~~Developer~~Development Consultant is an Event of Default.
- (d) **Ad Valorem Taxes.** The ~~Developer~~Development Consultant allows its ad valorem taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from the City is an Event of Default.

Section 10. Effect of an Event of Default.

Failure of any party to comply with or perform any term, obligation or condition of this Agreement shall constitute an Event of Default. The non-defaulting party shall give written notice to the other part(ies) of any default, and the defaulting part(ies) shall have sixty (60) days to cure said default. Should said default remain uncured after the 60 day cure period, the non-defaulting part(ies) shall have the right to either cure such default, terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default.

Section 11. Indemnification.

To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demand, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

Section 12. Miscellaneous Provisions.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. The City, the Nonprofit, ~~the~~ Project Manager and the ~~Developer~~Development Consultant understand that this Agreement (i) may be amended from time to time throughout

the design and funding period subject to lender's review and other advisor's approval, and (ii) shall be amended from time to time as may be required to conform to the tax-exempt charitable purposes served by the Nonprofit or as may be required for the issuance of the Project Bonds in an amount sufficient to cover all of the costs of the Project.⁺ No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the City as beneficiary hereunder and by the party or parties sought to be charged or bound by the alteration or amendment.

- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Grayson County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Grayson County, Texas. Any right to trial by jury in any action, proceeding, or counterclaim (whether based upon contract, tort or otherwise) in connection with any dispute arising out of this Agreement or any conduct in connection with, or matters contemplated by, this Agreement is hereby waived by the parties hereto.
- (c) **Assumption by Nonprofit.** As set forth in Section 12(a) above, no party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred, or the real property interests in the Property assigned or otherwise transferred without the prior written consent of all of the other parties, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that the Parties hereto hereby agrees that the City, the ~~Developer~~Development Consultant and/or ~~the~~Project Manager shall have the right to assign in whole or in part, without further consent or approval by any party hereto, each of their respective rights, title, obligations, interests and liabilities under this Agreement to the Nonprofit, and the Nonprofit will so assume all or a portion of the respective rights, title, obligations, interests and liabilities of the City, the ~~Developer~~Development Consultant and/or ~~the~~Project Manager under this Agreement as so assigned, all for the beneficial interest of the City. The parties agree that, on the date any party hereto assigns all or a portion of their respective rights, title, obligations, interests and liabilities in this Agreement to the Nonprofit and the Nonprofit assumes all or a portion of the respective rights, title, obligations, interests and liabilities of such assigning party under this Agreement, the parties hereto shall be deemed to have released the assigning party from those rights, title, obligations, interests and liabilities under this Agreement assigned to and assumed by the Nonprofit. The assignment and assumption described above will be documented by an amendment or amendments to this Agreement as approved by the City Council.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has

⁺-NTD: Requested language to be inserted by the Nonprofit.

full authority to execute this Agreement and bind the City to the same. The ~~Developer~~Development Consultant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same. ~~The~~ Project Manager warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same. The Nonprofit warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Enforcement.** The City may enforce the terms of this Agreement, and the City Attorney or his or her designee may enforce all legal rights, benefits inuring to the City and obligations provided under this Agreement, in each case without further authorization. The ~~Developer~~Development Consultant shall provide to the to-be-selected Nonprofit or City Attorney, as applicable, all documents and records that the City Attorney requests to assist in determining the ~~Developer~~Development Consultant's compliance with this Agreement.
- (h) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations by ~~Developer~~Development Consultant or Project Manager hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, acts of terrorism (both domestic and international), the collapse of the financial markets, on a scale similar to that witnessed between 2008-2011, or related in any way to a pandemic, epidemic, or plague or resulting from governmental actions, restrictions, rules, regulations or laws enacted to address same, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (i) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Crossroads:

Crossroads Hospital Development LLC
c/o Republic Health Group

1437 Sussex Drive
Plano, Texas 75075
Attn: Greg McGaw
Phone Number: (214) 202-0340
E-mail: greg.mcgaw@republichg.com

Copy to: Harkinson Investment Corporation
4560 Beltline Road, Suite 400
Addison, Texas 75001
Attn: Jeff Harkinson
Phone Number: (214) 394-9270
E-mail: jharkinson@harkcorp.com

if to ~~HG~~Ivy: Ivy P3 Group LLC, f/k/a Ivy Hotel Group LLC
c/o Ivy Hotel Group
4300 MacArthur Avenue, Suite 175
Dallas, Texas 75209
Attn: Robert P. Colombo
Phone Number: (917) 921-6889
E-mail: rcolombo@ivyhotelgroup.com

Copy to: Dorsey & Whitney LLP
300 Crescent Court
Suite 400
Dallas, TX 75201
Attn: Gina Betts
Phone Number: (214) 981-9910
E-mail: betts.gina@dorsey.com

and

Dorsey & Whitney LLP
51 West 52nd Street
New York, NY 10019
Attn: Jeffrey R. Escobar
Phone Number: (212) 415-9315
E-mail: escobar.jeffrey@dorsey.com

if to the City: City of Sherman, Texas
220 W. Mulberry Street
Sherman, TX 75090
Attn: City Manager
Phone Number: (903) 892-7201
E-mail: robbyh@cityofsherman.com

Copy to: Abernathy, Roeder, Boyd & Hullett, P.C.
1700 Redbud Blvd., Suite 300

McKinney, Texas 75069
Attn: Robert H. Roeder
Phone Number: (214) 544-4000
E-mail: rroder@abernathy-law.com

if to the Nonprofit: CFP Sherman Hospital, LLP
c/o Community Facility Public Private
~~Partnership~~ Partnerships
601 Carlson Parkway, Suite 1050
Minnetonka, Minnesota 55305
Attn: Steve Collins
Phone Number: (612) 735-7717
Email: steve@taxfreeP3.org

Copy to: Best & Flanagan LLP
60 South Sixth Street, Suite 2700
Minneapolis, Minnesota 55402
Attn: Daniel R. W. Nelson
Phone Number: (612) 339-7121
Email: dnelson@bestlaw.com

- (j) **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising. This Agreement shall confer no vested rights on the ~~Developer~~ Development Consultant or ~~the~~ Project Manager unless specifically enumerated herein.
- (k) **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- (l) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (m) **Undocumented Workers.** Each the ~~Developer~~ Development Consultant and ~~the~~ Project Manager certifies that neither the ~~Developer~~ Development Consultant nor ~~the~~ Project Manager willingly nor knowingly employs an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, the ~~Developer~~ Development Consultant and/or ~~the~~ Project Manager is convicted of a violation under 8 U.S.C. § 1324a(f), the ~~Developer~~ Development Consultant and/or ~~the~~ Project Manager shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the City notifies the ~~Developer~~ Development Consultant and/or ~~the~~ Project Manager of their respective violations.
- (n) The ~~Developer~~ Development Consultant and ~~the~~ Project Manager each represent that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153

or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

- (1) <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
- (2) <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
- (3) <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

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

- (o) **Survival.** The rights and obligations of the respective parties in Sections 8(b) and 11 of this Agreement will survive any termination of this Agreement.
- (p) **Delegated Authority.** The City hereby designates the City Manager as the representative of the City and delegates to the City Manager the authority to approve all actions that require the City's approval under this Agreement, except for those actions which are reserved to the City Council by State law or the action of the City Council.

[The Remainder of this Page Intentionally Left Blank]

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND THE PARTIES AGREE TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

CITY:

CITY OF SHERMAN, TEXAS,
a Texas municipality

By: _____

Name: _____

Title: _____

Date Signed: _____

ATTEST:

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Name:

City Attorney

~~DEVELOPER~~ DEVELOPMENT
CONSULTANT:

**CROSSROADS HOSPITAL DEVELOPMENT,
LLC**
a Texas limited liability company

By: _____
Name: _____
Title: _____
Date Signed: _____

NONPROFIT:

CFP SHERMAN HOSPITAL, LLC
~~a Minnesota~~ an Arizona nonprofit limited liability
company

By: _____
Name: _____
Title: _____
Date Signed: _____

For the limited purposes stated above:

PROJECT MANAGER

IVY P3 GROUP LLC, f/k/a IVY HOTEL GROUP LLC
a Texas limited liability company

By: _____
Name: _____
Title: _____
Date Signed: _____

Exhibit A

Form of ~~Option~~ Purchase and Sale Agreement ~~to Ground Lease the Property~~

Exhibit B-1

Predevelopment Budget

October 1, 2020 - July 31, 2021			
Design Fees	CASH	IN-KIND	TOTAL
Architect Pricing Package	\$100,000	\$925,000	1,025,000
General Contractor Fee	\$0	\$250,000	250,000
Soils Enginnering	\$0	\$0	-
Enviromental	\$0	\$0	-
Geotech, etc.	\$50,000	\$0	50,000
Seismic	\$0	\$0	-
Design Fee Contingency	\$70,000	\$0	70,000
Other Soft Costs	CASH	IN-KIND	TOTAL
Operator Design Review	\$0	\$200,000	200,000
Feasibility Study	\$250,000	\$0	250,000
Economic Impact Study	\$25,000	\$0	25,000
Legal, Accounting and Tax	\$250,000	\$0	250,000
Construction Monitor	\$50,000	\$0	50,000
City Fees/Taps	\$0	\$0	-
Insurance	\$30,000	\$0	30,000
Owner Rep / Project Manager	\$450,000	\$390,000	840,000
Project Coordinator	\$0	\$100,000	100,000
Soft Costs Contingency (10%)	\$200,000	\$0	200,000
Totals¹	\$1,475,000	\$1,865,000	\$3,340,000
<i>These are preliminary estimated predevelopment budgets based on a 10-month predevelopment period</i>			

October 1, 2020 - May 31, 2022			
Design Fees	CASH	IN-KIND	TOTAL
Architect Pricing Package	\$100,000	\$925,000	1,025,000
General Contractor Fee	\$0	\$250,000	250,000
Soils Engineering	\$0	\$0	-
Environmental	\$0	\$0	-
Geotech, etc.	\$50,000	\$0	50,000
Seismic	\$0	\$0	-
Design Fee Contingency	\$70,000	\$0	70,000
Other Soft Costs	CASH	IN-KIND	TOTAL
Operator Design Review	\$0	\$100,000	100,000
Feasibility Study	\$250,000	\$0	250,000
Economic Impact Study	\$25,000	\$0	25,000
Legal, Accounting and Tax	\$250,000	\$0	250,000
Construction Monitor	\$50,000	\$0	50,000
City Fees/Taps	\$0	\$0	-
Insurance	\$30,000	\$0	30,000
Owner Rep / Project Manager	\$450,000	\$540,000	990,000
Project Coordinator	\$0	\$100,000	100,000
Soft Costs Contingency (10%)	\$200,000	\$0	200,000
Totals	\$1,475,000	\$1,915,000	\$3,390,000

Exhibit B-2

Estimated Predevelopment In-Kind and Cash Contributions

October 1, 2020 - July 31, 2021	
Pre-Development Loan - Cash Contributors	Amount
City of Sherman	737,500
Adolfson & Peterson	245,833
Phoenix IDA	245,833
Crossroads / Ivy Hotel Group	245,833
Totals¹	\$1,475,000
<i>These are preliminary estimated predevelopment budgets based on a 10-month predevelopment period</i>	

Pre-Development Loan - In-Kind Contributors	Amount
Architect	925,000
General Contractor	250,000
Operator	200,000
Owner Rep / Project Manager	390,000
Project Coordinator	100,000
Totals¹	\$1,865,000
<i>These are preliminary estimated predevelopment budgets based on a 10-month predevelopment period</i>	

October 1, 2020 - May 31, 2022	
Pre-Development Loan - Cash Contributors	Amount
City of Sherman	737,500
Adolfson & Peterson	245,833
Sherman Hospital Management Company, LLC	100,000
Crossroads	245,833
Ivy Hotel Group	145,833
Totals	\$1,475,000

October 1, 2020 - May 31, 2022	
Pre-Development Loan - In-Kind Contributors	Amount
Architect	925,000
General Contractor	250,000
Operator	100,000
Owner Rep / Project Manager	540,000
Development Consultant	100,000
Totals	\$1,915,000

Exhibit C

RESERVED

Document comparison by Workshare Compare on Friday, March 18, 2022
11:17:00 AM

Input:	
Document 1 ID	netdocuments://4824-9076-8084/4
Description	Master Development Agreement -- Crossroads Sherman Texas (v6)
Document 2 ID	file:///C:/Users/escobar.jeffrey/My Documents/ND Office Echo/VAULT-Amended and Restated Master Development Agreement -- Crossroads Sherman Texas 4861-0665-6530 v.5.docx
Description	Amended and Restated Master Development Agreement -- Crossroads Sherman Texas 4861-0665-6530 v.5
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	136
Deletions	162
Moved from	14
Moved to	14
Style changes	0
Format changes	0

Total changes	326
---------------	-----



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 3.

Meeting Date: 03/21/2022

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

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

Issue:

An Amended and restated Predevelopment Loan Agreement (PLA) to provide funding for the development, design and construction of an estimated 80-bed acute care hospital on twelve acres of land near the Sherman Crossroads development

Background:

In cooperation with IVY P3 GROUP, LLC, (IVY) a Texas limited liability company, CFP SHERMAN, LLC, (CFP) an Arizona nonprofit limited liability company, proposes to develop, design and construct an estimated 80-bed acute care hospital and site amenities to serve the hospital in the Crossroads Development area, north of West Travis Street and west of U.S. Highway 75. The City Council approved and authorized the execution of a PLA with CFP by Resolution No. 6679 at the January 4, 2021 City Council Regular Meeting. At the November 15, 2021 City Council Regular Meeting, the City Council approved and authorized the execution of the Amended and Restated PLA with CFP by Resolution No. 6806.

This Amended PLA serves several primary purposes: 1) to adjust the Expiration Date of the agreement to July 31, 2022 from April 30, 2022, 2) to accurately reflect the names of the parties to the agreement, 3) change the project site size to about 16.8 acres from 12 acres, and 4) add \$50,000 to the total estimated predevelopment costs. Additional time is need to complete the documents that will be used in the bond issuance process, to finalize a myriad of agreements related to this project, and to obtain approvals needed from the Phoenix Industrial Development Authority. The \$50,000 increase in total estimated predevelopment costs brings the total to \$3.39M. This increase will affect the City's previously authorized contribution of about \$737,000.

The pre-development phase is expected to be completed in 2Q 2022. Upon successful completion of the pre-development phase, CFP will issue bonds to be used for the construction of the facilities, and would retain ownership of the facilities throughout the duration of the project. The funds contributed by the City would be repaid upon issuance of the tax exempt bonds by CFP at an annual interest rate of five percent (5%).

Origination:

City Manager's Office

Financial Consideration:

The City's participation in this project is limited to an initial cash contribution of between \$525,000 and \$737,500 that is in the form of a non-recourse loan, repayable to the City upon issuance of debt by CFP. The City's final contribution amount is dependent upon total final pre-development costs. When the hospital project is completed, it is expected to generate over \$1.1 million annually in incremental property tax and utility revenues to the City.

Staff Recommendation:

Staff recommends approval and acceptance of the Amended and Restated Predevelopment Loan Agreement with the parties.

Alternatives:

As directed by City Council

Attachments

Resolution No. 6860

Amended Predevelopment Agreement

Amended Predevelopment Agreement - Redlined Version

RESOLUTION NO. 6860

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 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; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Council of the City of Sherman, Texas, hereby approves and accepts the Second Amended and Restated Predevelopment Loan Agreement committing funds to facilitate the development, design and construction of an estimated 80-bed acute care hospital and appropriate site amenities supporting the same on twelve acres of land near the Sherman Crossroads development in Sherman, Texas.

SECTION 2. 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 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 to the development, design and construction of the acute care hospital and appropriate site amenities supporting the same, in accordance with all contract documents to be attached hereto and made a part hereof for all purposes.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

[The remainder of this page intentionally left blank.]

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, on this the ____ day of __, 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**

SECOND AMENDED AND RESTATED PREDEVELOPMENT LOAN AGREEMENT

Acute Care Hospital Facility, City of Sherman, Texas

This Second Amended and Restated Predevelopment Loan Agreement (this “Agreement”) is made and entered into as of this ____ day of _____, 202__ (the “Effective Date”), by and among CFP SHERMAN HOSPITAL, LLC, an Arizona nonprofit limited liability company, whose sole member is Community Facility Public Private Partnerships, a Minnesota nonprofit corporation and a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code (the “Nonprofit”); CITY OF SHERMAN, TEXAS, a Texas municipality (the “City”); CROSSROADS HOSPITAL DEVELOPMENT LLC, a Texas limited liability company (“Crossroads”); IVY P3 GROUP, LLC, f/k/a IVY HOTEL GROUP, LLC, a Texas limited liability company (the “Ivy”); AP GULF STATES, INC., a Texas company (“AP Gulf”); SHERMAN HOSPITAL MANAGEMENT COMPANY, LLC a limited liability company (“Sherman Hospital Management LLC”); and E4H ARCHITECTURE a Texas company (“E4”). Each of the City, Crossroads, Ivy, AP Gulf, Sherman Hospital Management LLC, and E4 are herein sometimes referred to as a “Party” and collectively as the “Parties” or “Participants” hereto.

Recitals

1. The City, the Nonprofit, Crossroads and Ivy have entered into a Master Development Agreement, approved by the City on or about January 4, 2021, regarding the development, design, and construction an estimated 80-bed acute care hospital and appropriate site amenities supporting the same within the City of Sherman, Texas in close proximity to the “Crossroads” development area therein, which such hospital and amenities will benefit the City through service to its residents (the “Project”) on the Property, which was amended and restated by the parties thereto as set forth in the Amended and Restated Master Development Agreement dated [DATE] (the “Amended and Restated MDA”), a copy of which such Amended and Restated MDA is attached as ***Exhibit A***.
2. The Nonprofit has engaged Ivy as Project Manager for the Project, and Crossroads as Development Consultant for the Project.
3. The Parties originally entered into the Predevelopment Loan Agreement on or about January 11, 2021 to commit funds in the form of a loan to the Nonprofit of up to Three Million Three Hundred Forty Thousand Dollars (\$3,340,000.00) to cover predevelopment expenses paid or incurred related to the Project by the Parties.
4. The Parties had desired to amend and restate, and had amended and restated, the above aforesaid Predevelopment Loan Agreement on or about November 15, 2021 (the “Amended and Restated Predevelopment Loan Agreement”) which had amended, among other provisions, the Expiration Date originally set forth therein.
5. On or about [DATE], CFP SHERMAN, LLC has assigned its interests and obligations under the Amended and Restated Predevelopment Loan Agreement to the Nonprofit, and the Nonprofit has assumed the interests and obligations of CFP

SHERMAN, LLC, per and pursuant to that certain Assignment and Assumption Agreement, by and between CFP SHERMAN, LLC, as assignor, to CFP SHERMAN HOSPITAL, LLC, as assignee, of which the parties hereto (i) acknowledge is a part of the underlying transaction but currently under development, and (ii) agree that the City reserves the right to further review and to provide comment upon its completion.

6. The Parties now desire to further amend and restate by this Agreement the above foresaid Amended and Restated Predevelopment Loan Agreement as set forth hereinabove and below.

NOW THEREFORE, the Parties hereby amend, restate and agree as follows:

ARTICLE 1

Definitions

Section 1.1 **Definitions.** In this Agreement, unless a different meaning clearly appears from the context:

“Property” means the approximately sixteen and seventy-nine hundredths (16.79) acre tract of land located in the City of Sherman, Texas, as depicted in that certain land survey completed on or about [DATE] and further described in that certain form of Purchase and Sale Agreement, set forth in **Exhibit B** of this Agreement, which is attached hereto and is incorporated herein for all purposes.

“Expiration Date” means July 31, 2022, subject to delays due to force majeure and unless extended by the City upon the City’s approval and the City Council’s vote.

“Initial Disbursement Date” means the date of the first disbursement of any Loan Proceeds by any of the Parties.

“Loan” means the funds deemed loaned by the Parties to the City or the Nonprofit, as applicable, pursuant to this Agreement.

“Loan Documents” means this Agreement and the Promissory Note.

“Loan Proceeds” means the funds deemed advanced to the Nonprofit, pursuant to this Agreement.

“Promissory Note” means the written instrument evidencing the Loan as set forth in Exhibit C.

“Termination Date” means the date of the final and full repayment of the Loan to the Parties, including all accrued and unpaid interest, or such earlier date as this Agreement is terminated pursuant to the terms hereof.

ARTICLE 2
Loan, Use of Proceeds and Conditions of Repayment

Section 2.1 **Loan.** The Parties agree, on the terms and subject to the conditions hereinafter set forth, to make the Loan to the Nonprofit in an aggregate principal amount not to exceed Three Million Three Hundred Ninety Thousand Dollars (\$3,390,000.00), plus interest to be calculated at the loan closing for the Project (collectively, the “Loan Amount”), to cover predevelopment expenses paid or incurred related to the Project; provided that each Party shall only be responsible, at maximum, for committing that amount of the Loan Amount allocable to that Party as set forth and specified in Exhibit D, as may be amended from time to time. The estimated predevelopment expenses are set forth on the attached Exhibit D. The Parties acknowledge that Exhibit D is preliminary and agree to work cooperatively, in good faith, to amend Exhibit D, as necessary, during the predevelopment phase of the Project; provided that no portion of the Loan Amount shall be amended without the prior approval of any Party whose commitment to loan funds is affected by such amendment. The Parties acknowledge that (x) the goal cash budget for the Project is One Million Four Hundred Thousand Seventy Five Dollars (\$1,475,000.00) (the “Cash Budget”); (y) the total cash goal is set at One Million Fifty Thousand Dollars (\$1,050,000.00) (collectively, the “Cash Goal”) wherein Five Hundred Twenty-Five Thousand Dollars (\$525,000.00) is allocable for the City and Five Hundred Twenty-Five Thousand Dollars (\$525,000.00) is allocable for the other Participants committing to contribute cash as set forth on **Exhibit D**; and (z) only if the costs associated with the Project exceed the total Cash Goal, then the City and the other Participants committing to contributing cash will contribute on a pro-rata, equal basis the additional funds in excess of the Cash Goal; provided that, such total contribution shall not exceed the total Cash Budget; and provided further that the final predevelopment expenses, cash commitments, cash goals and in-kind contributions will be reflected in the final loan documents for the Project as necessary and as it relates to both the successful funding of the Project and final accounting of the overall Project budget.

Section 2.2 **Tax-Exempt Financing.** The Parties acknowledge that repayment of the Loan is expressly contingent upon the issuance of tax-exempt bond financing in an amount sufficient to cover all costs of the Project, including, without limitation, the repayment of the Loan. If tax-exempt bond financing in an amount sufficient to cover all costs of the Project, including, without limitation, the repayment of the Loan, has not been issued on or before the Expiration Date, each of the Parties shall be deemed to have forgiven the Loan and the Nonprofit shall have no further obligation to repay the Loan. The Parties acknowledge that the source of repayment of the Loan is the proceeds of the anticipated 501(c)(3) bond financing for the Project.

Section 2.3 **Loan Terms.**

(a) The Loan shall bear interest at an approximate rate of five percent (5%) per annum, or the maximum rate allowable by applicable law, if less, on that portion of the Loan advanced or deemed advanced, from time to time, until paid. All accrued but unpaid interest shall be payable upon payment in full of the Loan.

(b) Subject to the terms and conditions of Section 2.1, above, the Loan Amount shall be equal to an aggregate principal amount not to exceed Three Million Three Hundred Ninety Thousand Dollars (\$3,390,000.00) plus interest to be calculated at the loan closing for the Project,

which is comprised of the total cash commitment of the Participants of an amount not to exceed the Cash Budget and in-kind commitments equal to the sum of One Million Nine Hundred Fifteen Thousand Dollars (\$1,915,000), as more clearly set forth in **Exhibit D**.

(c) Article 7 below shall govern the advance/disbursement of the Loan.

(d) The term of the Loan shall begin as of the Initial Disbursement Date and end upon the earlier of the (i) Termination Date, or the (ii) Expiration Date.

Section 2.4 Early Repayment. The Promissory Note may be prepaid in whole or in part at any time without penalty. A prepayment shall first be applied against any accrued interest, and then against any outstanding and past due payments which are due and owing hereunder or under the Promissory Note, and then the remaining portion of such prepayment shall be applied against the remaining outstanding and unpaid principal balance of the Promissory Note. Notwithstanding the foregoing, as provided in Section 2.2, the Parties acknowledge and agree that the only source of repayment of the Loan is the tax-exempt financing anticipated for the Project.

ARTICLE 3

Conditions of Lending

Section 3.1 Condition Precedent to Advances. The obligation of the Parties to advance the Loan Proceeds is subject to the condition precedent that no Event of Default hereunder or event which would constitute such an Event of Default but for the requirement that notice be given or that a period of grace or time elapse, shall have occurred and be continuing.

Section 3.2 Termination. The Parties' obligation to advance the Loan Proceeds shall automatically terminate, and the Termination Date shall be deemed to have occurred, without any notice to the City, if no Loan Proceeds have been advanced prior to the Expiration Date.

ARTICLE 4

Acknowledgments, Representations, and Warranties

Section 4.1 The Parties acknowledges that nothing contained in the Amended and Restated MDA or this Agreement, nor any act by any of the Parties, shall be deemed or construed to create between any of the Parties any relationship, including but not limited to that of third party beneficiary, principal and agent, limited or general partnership, or joint venture (except the relationship of contracting parties under the Amended and Restated MDA, or borrower and lenders under this Agreement). The Parties acknowledge that the Nonprofit is deemed to be the borrower of the Loan, regardless of the fact that disbursements are made to Crossroads, Ivy or others to pay or reimburse certain predevelopment expenses.

Section 4.2 Representations to Knowledge and Belief. Each of the Parties represents to their individual knowledge and belief, in connection with the Loan, that:

(a) It is an entity, organized and in good standing under the laws of its state of formation, and is authorized to enter into this Agreement and perform any of its obligations required herein.

(b) It has the legal authority and is duly authorized to execute and deliver the Loan Documents to which it is a party and it has taken all actions necessary and incident to its execution and delivery of the Loan Documents.

(c) Its execution and delivery of the Loan Documents to which it is a party, and its inurrence of the obligations under the Loan Documents, does not violate any provision of law or its governing documents.

(d) Each of the Loan Documents to which it is a party has been duly and validly authorized, executed and delivered, and is the legal, valid and binding obligations of the executing party, enforceable against such executing party in accordance with its respective terms, except to the extent the enforceability thereof may be limited by bankruptcy, insolvency or other law affecting creditor's rights, or the application of equitable principles generally.

(e) It is not in violation of any provisions of its organizational documents or of the laws of local governments, State of Texas or U.S. Government, and there are no actions, suits or proceedings pending, or to its knowledge threatened, before or by any judicial body or governmental authority, against or effecting it, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement or to perform any of the acts required of it in the Loan Documents to which it is a party.

(f) Neither the execution and delivery of the Loan Documents to which it is a party, nor compliance with any of the terms, conditions, requirements or provisions contained herein or in such referenced documents, is prevented by, is a breach of, or will result in a breach of any term, condition or provision of any agreement or document to which it is now a party or by which it is bound, if modified as noted above.

(g) It will comply with all of the terms, conditions, provisions and requirements, contained in the Loan Documents to which it is a party, in the absence of prior default by others.

ARTICLE 5

Books and Records

Section 5.1 Each Party shall keep and maintain books, records, and other documents relating directly to the Loan Proceeds and advances of the Loan, and any duly authorized representative of a Party may, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of each other Party for seven (7) years after the expiration of this Agreement or until such time that all of the Parties have determined that all issues, requirements, and close-out procedures relating to or arising out of the Loan have been settled and completed, whichever is earlier. The Parties agree that a Certified Public Accounting firm shall be selected by the City (the "CPA") to oversee accounting of the Loan Proceeds that are subject to the terms and conditions hereto.

ARTICLE 6
Events of Default and Rights and Remedies

Section 6.1 Events of Default. Any one or more of the following events shall be deemed and shall constitute an “Event of Default”:

(a) The interest or principal due under the Promissory Note, or any other payments due and payable under this Agreement or any other document referred to herein, are not paid at the loan closing of the tax exempt financing for the Project;

(b) Any Party is in breach of any of the requirements, terms, conditions, covenants or other agreements in the Loan Documents and remains in breach in any material respect for sixty (60) days after written notice thereof from any other Party; provided, however, that if such breach shall reasonably be incapable of being cured within such sixty (60) days after notice, and if the Party in breach commences and diligently prosecutes the appropriate steps to cure such breach, no default shall exist so long as such Party is proceeding to cure such breach in reasonable period of time;

(c) Any representation made by any Party in the Loan Documents, any other document referred to in such documents, or any certificate or report furnished pursuant to this Agreement, or any representation made to induce any of the other Parties to close the Loan or advance any Loan Proceeds, proves to have been untrue in any material respect or materially misleading as of the time such representation was made.

(d) Any Party shall make an assignment for the benefit of its creditors, or shall be dissolved, or shall commit an act of bankruptcy under the United States Bankruptcy Act (as now or hereafter amended), or shall admit in writing its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall become or be adjudicated as bankrupt or insolvent, however defined, or shall file a petition seeking any reorganization, dissolution, liquidation, arrangement, composition, readjustment or similar relief under any present or future bankruptcy or insolvency statute, law or regulation, or shall file an answer admitting to or not contesting the material allegations of a petition filed against it in such proceedings, or shall not, within 60 days after the filing of such a petition against it, have the same dismissed or vacated, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of its properties, or shall not, within 60 days after the appointment (without its consent or acquiescence) of a trustee, receiver or liquidator of any material part of its properties, have such appointment vacated.

(e) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against a Party seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or any trustee, receiver or liquidator of such entity, shall be appointed with respect to any Party.

(f) Any Party shall refuse to allow any other Party, at any reasonable time and upon reasonable advance written notice, to inspect, audit, copy or abstract, any and all of its books, records, papers or other documents relevant to the Loan.

Section 6.2 Rights and Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the Party claiming an Event of Default, the Party claiming an Event of Default may, at its option, exercise any and all of the following rights and remedies (as well as any other rights and remedies available to it):

(a) Such Party may, by notice in writing to the other Parties, refrain from advancing any more of the Loan Proceeds and, at such Party's option, declare a termination of this Agreement as to such Party; provided, however, such Party may make advances after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder, or waiving its right to refrain from making any additional advances.

(b) Such Party shall have the right, in addition to any other rights provided by law or equity, to enforce its rights and remedies under the Loan Documents.

(c) Such Party shall have the right, in addition to any other rights provided by law or equity, to initiate litigation for the breach of any term, condition, covenant, requirement or provision contained in the Loan Documents, and to recover damages for such breach.

(d) Such Party shall have the right, in addition to any other rights provided by law or equity, to apply to any court, state or federal, for specific performance of any term, condition, covenant, requirement or provision contained in the Loan Documents; for an injunction against any violation of any such term, condition, covenant, requirement and/or provision; or for such other relief as may be appropriate, since the injury to such Party arising from a default under any of the terms, conditions, covenants requirements and/or provisions of the Loan Documents, would be irreparable and the amount of damage would be difficult to ascertain.

Section 6.3 Rights and Remedies Cumulative. The rights and remedies of the Parties to this Agreement, whether provided by operation of law or by this Agreement, shall be cumulative, and the exercise by any Party of any one or more of such remedies shall not be construed to preclude or waive its right to exercise, at the same or different times, any of the other such remedies for the same default or breach, or of any of its remedies for any other default or breach by any other Party.

No waiver made by any Party with respect to the performance, manner or time thereof, of any obligation of any other Party or any condition to its own obligation under this Agreement or any document referred to herein, shall be considered a waiver of any rights of the Party making the waiver with respect to the particular obligation of the other Party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the Party making the waiver or any other obligations of the other Party. No delay or failure by any Party to exercise any right or remedy shall be a waiver of such right or remedy, and no single or partial exercise by any Party of any right or remedy shall preclude other or further exercise thereof for the exercise of any other right or remedy at any other time.

ARTICLE 7

Advance/Disbursement Provisions

Section 7.1 Draw Requests. The Developer and Crossroads will submit to the City and the Nonprofit monthly written draw requests as any preconstruction expenses identified in **Exhibit D** are incurred that are advanceable under the Loan, accompanied by a schedule of work, activities,

programs performed, and task list as applicable. The first written draw request shall be submitted to the City by January 7, 2021, and monthly thereafter. Each request shall be submitted by the last day of the month for each month. The City shall have ten (10) business days from the last day of the preceding month to review each draw request subject to the procedure set forth in Section 6(a) below.

Section 7.2 Determination of Eligible Costs. The City and Ivy shall determine whether the written draw requests and costs set forth therein as submitted by the are advanceable for disbursement under the Loan. If Crossroads or Ivy submits a draw request for advancement of Eligible Costs in any given month, the City shall have ten (10) business days following the end of the preceding month that the draw requests corresponds with to review and approve said draw request. Should the City and/or Ivy determine an item is not eligible for reimbursement under the Loan, this item will be held for appeal with such determination to be made by the City Manager. The City Manager's determination on the matter shall be final. Upon approval of any portion of a draw request, the Participants hereto committing to making cash contributions shall cause such Participant's responsible share of the approved amount of each advance request to be paid to a Certified Public Accountant selected by the City for the Project pursuant to the terms and conditions herein (the "CPA") within ten (10) days after approval thereof.

ARTICLE 8

Miscellaneous

Section 8.1 Modifications. This Agreement may be modified solely through written amendments hereto executed by all of the Parties.

Section 8.2 Notices and Demands.

(a) Any formal notice, demand, or other communication under this Agreement by any Party to the other Parties shall be sufficiently given or delivered only if it is dispatched by registered or certified mail, postage prepaid, return receipt requested; or delivered personally; or delivered by a reputable overnight courier:

if to Crossroads:	Crossroads Hospital Development LLC c/o Republic Health Group 1437 Sussex Drive Plano, Texas 75075 Attn: Greg McGaw Phone Number: (214) 202-0340 E-mail: greg.mcgaw@republichg.com
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Copy to:	Harkinson Investment Corporation 4560 Beltline Road, Suite 400 Addison, Texas 75001 Attn: Jeff Harkinson Phone Number: (214) 394-9270 E-mail: jharkinson@harkcorp.com
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if to Ivy: IVY P3 GROUP, LLC, f/k/a IVY HOTEL GROUP,
LLC
c/o Ivy Hotel Group
4300 MacArthur Avenue, Suite 175
Dallas, Texas 75209
Attn: Robert P. Colombo
Phone Number: (917) 921-6889
E-mail: rcolombo@ivyhotelgroup.com

Copy to: Dorsey & Whitney LLP
300 Crescent Court
Suite 400
Dallas, TX 75201
Attn: Gina Betts
Phone Number: (214) 981-9910
E-mail: betts.gina@dorsey.com

and

Dorsey & Whitney LLP
51 West 52nd Street
New York, NY 10019
Attn: Jeffrey R. Escobar
Phone Number: (212) 415-9315
E-mail: escobar.jeffrey@dorsey.com

if to the City: City of Sherman, Texas
220 W. Mulberry Street
Sherman, TX 75090
Attn: City Manager
Phone Number: (903) 892-7201
E-mail: robbyh@cityofsherman.com

Copy to: Abernathy, Roeder, Boyd & Hullett, P.C.
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Attn: Robert H. Roeder
Phone Number: (214) 544-4000
E-mail: roeder@abernathy-law.com

if to the Nonprofit: CFP Sherman Hospital, LLP
c/o Community Facility Public Private Partnerships
601 Carlson Parkway, Suite 1050
Minnetonka, Minnesota 55305
Attn: Steve Collins

Phone Number: (612) 735-7717
Email: steve@taxfreeP3.org

Copy to:

Best & Flanagan LLP
60 South Sixth Street, Suite 2700
Minneapolis, Minnesota 55402
Attn: Daniel R. W. Nelson
Phone Number: (612) 339-7121
Email: dnelson@bestlaw.com

if to AP Gulf:

AP Gulf States, Inc.
1600 North Collins Blvd, Suite 2000
Richardson, Texas 75080

if to Sherman Hospital
Management LLC:

Sherman Hospital Management Company, LLC
c/o Healthcare Facilities Partners
7110 Crossroads Blvd, Suite 200
Brentwood, TN 37027
Attn: Eddie Alexander
Phone Number: (615) 550-2600
Email: ealexander@hcfpllc.com

if to E4:

E4H Architecture
1217 8th Avenue, Suite 301
Fort Worth, Texas 76104

or at such other address with respect to any Party as that Party may, from time to time, designate in writing and forward to the others as provided in this Section. Notwithstanding the foregoing, any draw request or informal communication may delivered by e-mail or regular mail.

Section 8.3 **Binding Effect.** The covenants and agreements in this Agreement shall bind and benefit the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement.

Section 8.4 **Titles of Articles and Sections.** Any titles of the several parts, Articles, and Sections of this Agreement are inserted only for convenience of reference and shall be disregarded in construing or interpreting any of its provisions.

Section 8.5 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument. A signature transmitted by e-mail in PDF or other electronic format shall be binding on the transmitting Party and construed as equivalent to an original signature for all purposes.

Section 8.6 **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws provisions. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the State of

Texas, and all Parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

Section 8.7 **Waiver.** The failure or delay of any Party to take any action or assert any right or remedy, or the partial exercise by any Party of any right or remedy shall not be deemed to be a waiver of such action, right, or remedy if the circumstances creating such action, right, or remedy continue or repeat.

Section 8.8 **Entire Agreement.** This Agreement, with the exhibits hereto, constitutes the entire agreement between the Parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties pertaining to the subject matter of this Agreement.

Section 8.9 **Severability.** Wherever possible, each provision of this Agreement and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Agreement or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other related document.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND THE PARTIES AGREE TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

CITY OF SHERMAN, TEXAS,
a Texas municipality

By: _____
Name: _____
Title: _____
Date Signed: _____

ATTEST:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

Name:
City Attorney

**CROSSROADS HOSPITAL DEVELOPMENT,
LLC**
a Texas limited liability company

By: _____
Name: _____
Title: _____
Date Signed: _____

**IVY P3 GROUP, LLC f/k/a
IVY HOTEL GROUP, LLC**
a Texas limited liability company

By: _____
Name: _____
Title: _____
Date Signed: _____

AP GULF STATES, INC.
a Texas company

By: _____
Name: _____
Title: _____
Date Signed: _____

SHERMAN HOSPITAL MANAGEMENT COMPANY, LLC
a limited liability company

By: _____
Name: _____
Title: _____
Date Signed: _____

E4H ARCHITECTURE
a Texas company

By: _____
Name: _____
Title: _____
Date Signed: _____

CFP SHERMAN HOSPITAL, LLC
an Arizona nonprofit limited liability company

By: _____
Name: _____
Title: _____
Date Signed: _____

Proposed as of 03/17/2022

EXHIBIT A
Master Development Agreement

Exhibit A

Proposed as of 03/17/2022

EXHIBIT B
Form of Purchase and Sale Agreement

EXHIBIT C
Promissory Note

PROMISSORY NOTE

\$3,390,000
March __, 2022

Sherman, Texas

FOR VALUE RECEIVED, CFP Sherman Hospital, LLC, an Arizona nonprofit limited liability company whose sole member is Community Facility Public Private Partnerships, a Minnesota nonprofit corporation and a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code (the "Nonprofit") hereby promises to pay the total sum of Three Million Three Hundred Ninety Thousand Dollars (\$3,390,000.00), plus interest calculated at the loan closing for the Project, to the order of (i) CITY OF SHERMAN, TEXAS, a Texas municipality (the "City"); (ii) CROSSROADS HOSPITAL DEVELOPMENT GROUP LLC, a Texas limited liability company ("Crossroads") at the address of c/o Republic Health Group, 1437 Sussex Drive, Plano, Texas 75075; (iii) IVY P3 GROUP, LLC, f/k/a IVY HOTEL GROUP, LLC, a Texas limited liability company ("Ivy") at the address of c/o Ivy Hotel Group, 4300 MacArthur Avenue, Suite 175, Dallas, Texas 75209; (iv) AP GULF STATES, INC., a Texas company ("AP Gulf") at the address of 1600 North Collins Blvd, Suite 2000, Richardson, Texas 75080; (v) SHERMAN HOSPITAL MANAGEMENT COMPANY, LLC, a limited liability company ("Sherman Hospital Management LLC") at the address of c/o Healthcare Facilities Partners, 7110 Crossroads Blvd, Suite 200, Brentwood, TN 37027; and (vi) E4H ARCHITECTURE ("E4") a Texas company ("E4") at the address of 1217 8th Avenue, Suite 301, Fort Worth, Texas 76104; in which such total sum shall be divide and allocated to each of the above parties as follows: (i) City the sum of Seven Hundred Thirty Seven Thousand Five Hundred and No Dollars (\$737,500.00), (ii) Crossroads the sum of Three Hundred Forty Five Thousand Eight Hundred Thirty-Four and No Dollars (\$345,834.00), (iii) Ivy the sum of Six Hundred Eighty-Five Thousand Eight Hundred Thirty-Three Thousand and No Dollars (\$685,833.00), (iv) AP Gulf the sum of Four Hundred Ninety Five Thousand Eight Hundred Thirty-Three and No Dollars (\$495,833.00), (v) Sherman Hospital Management LLC the sum of Two Hundred Thousand and No Dollars (\$200,000.00), and (vi) E4 the sum of Nine Hundred Twenty Five Thousand and No Dollars (\$925,000.00)(collectively, the "Participants"), or so much thereof as may have been advanced or deemed advanced by each such party pursuant to the terms of that certain Predevelopment Loan Agreement of even date herewith (the "Agreement") together with interest at the approximate rate of five percent (5.0%) per annum, or the maximum rate allowable by applicable law, if less, on that portion of the Loan advanced or deemed advanced, from time to time, until paid. All accrued but unpaid interest shall be payable upon payment in full of the Loan. All capitalized terms used in this Note but not defined herein shall have the meanings ascribed thereto in the Agreement.

This Note is non-recourse to the Nonprofit. This Note shall be repaid, if at all, only from the proceeds of the issuance of the 501(c)(3) bond financing in an amount sufficient to cover all costs of the portion of the Project. **The Nonprofit shall have no obligation to repay this Note.** If tax-exempt bond financing in an amount sufficient to cover all costs of the Project, including, without limitation, the repayment of the Loan, has not been issued on or before the Expiration

Date, each of the Participants shall be deemed to have forgiven the Loan and the Nonprofit shall have no further obligation to repay the Loan.

This Note may be prepaid in whole or in part at any time without penalty.

The Nonprofit waives presentment, protest and demand, notice of protest, demand and of dishonor and nonpayment of this Note, and any and all lack of diligence or delays in collection or enforcement of this Note.

This Note shall be construed under and governed by the laws of the State of Texas.

CFP Sherman Hospital, LLC
an Arizona nonprofit limited liability company

By: _____

Name:

Title:

Date Signed: _____

EXHIBIT D
Estimated Predevelopment Expenses, Cash Commitments and In-Kind Contributions

Estimated Predevelopment Expenses:

October 1, 2020 - May 31, 2022			
Design Fees	CASH	IN-KIND	TOTAL
Architect Pricing Package	\$100,000	\$925,000	1,025,000
General Contractor Fee	\$0	\$250,000	250,000
Soils Engineering	\$0	\$0	-
Environmental	\$0	\$0	-
Geotech, etc.	\$50,000	\$0	50,000
Seismic	\$0	\$0	-
Design Fee Contingency	\$70,000	\$0	70,000
Other Soft Costs	CASH	IN-KIND	TOTAL
Operator Design Review	\$0	\$100,000	100,000
Feasibility Study	\$250,000	\$0	250,000
Economic Impact Study	\$25,000	\$0	25,000
Legal, Accounting and Tax	\$250,000	\$0	250,000
Construction Monitor	\$50,000	\$0	50,000
City Fees/Taps	\$0	\$0	-
Insurance	\$30,000	\$0	30,000
Owner Rep / Project Manager	\$450,000	\$540,000	990,000
Project Coordinator	\$0	\$100,000	100,000
Soft Costs Contingency (10%)	\$200,000	\$0	200,000
Totals	\$1,475,000	\$1,915,000	\$3,390,000

Cash Commitments:

October 1, 2020 - May 31, 2022	
Pre-Development Loan - Cash Contributors	Amount
City of Sherman	737,500
Adolfson & Peterson	245,833
Sherman Hospital Management Company, LLC	100,000
Crossroads	245,833
Ivy Hotel Group	145,833
Totals	\$1,475,000

In-Kind Contributions:

October 1, 2020 - May 31, 2022	
Pre-Development Loan - In-Kind Contributors	Amount
Architect	925,000
General Contractor	250,000
Operator	100,000
Owner Rep / Project Manager	540,000
Development Consultant	100,000
Totals	\$1,915,000

SECOND AMENDED AND RESTATED PREDEVELOPMENT LOAN AGREEMENT

Acute Care Hospital Facility, City of Sherman, Texas

This Second Amended and Restated Predevelopment Loan Agreement (this “Agreement”) is made and entered into as of this ____ day of _____, 202__ (the “Effective Date”), by and among CFP SHERMAN HOSPITAL, LLC, ~~a Minnesota~~ an Arizona nonprofit limited liability company, whose sole member is Community Facility Public Private Partnerships, a Minnesota nonprofit corporation and a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code (the “Nonprofit”); CITY OF SHERMAN, TEXAS, a Texas municipality (the “City”); CROSSROADS HOSPITAL DEVELOPMENT LLC, a Texas limited liability company (“Crossroads”); IVY P3 GROUP, LLC, f/k/a IVY HOTEL GROUP, LLC, a Texas limited liability company (the “~~HG~~Ivy”); AP GULF STATES, INC., a Texas company (“AP Gulf”); SHERMAN HOSPITAL MANAGEMENT COMPANY, LLC, a limited liability company (“Sherman Hospital Management LLC”); and E4H ARCHITECTURE a Texas company (“E4”). Each of the City, Crossroads, ~~HG~~Ivy, AP Gulf, Sherman Hospital Management LLC, and E4 are herein sometimes referred to as a “Party” and collectively as the “Parties” or “Participants” hereto.

Recitals

1. The City, the Nonprofit, Crossroads and ~~HG~~Ivy have entered into a Master Development Agreement-~~(“MDA”)~~, approved by the City on or about January 4, 2021, regarding the development, design, and construction an estimated 80-bed acute care hospital and appropriate site amenities supporting the same within the City of Sherman, Texas in close proximity to the “Crossroads” development area therein, which such hospital and amenities will benefit the City through service to its residents (the “Project”) on the Property, which was amended and restated by the parties thereto as set forth in the Amended and Restated Master Development Agreement dated [DATE] (the “Amended and Restated MDA”), a copy of which such Amended and Restated MDA is attached as ***Exhibit A***.
2. The Nonprofit has engaged ~~HG~~Ivy as Project Manager for the Project, and Crossroads as ~~Developer~~Development Consultant for the Project.
3. The Parties originally entered into the Predevelopment Loan Agreement on or about January 11, 2021 to commit funds in the form of a loan to the Nonprofit of up to Three Million Three Hundred Forty Thousand Dollars (\$3,340,000.00) ~~(the “Loan Amount”)~~ to cover predevelopment expenses paid or incurred related to the Project by the Parties.
4. The Parties had desired to amend and restate, and had amended and restated, the above aforesaid Predevelopment Loan Agreement on or about November 15, 2021 (the “Amended and Restated Predevelopment Loan Agreement”) which had amended, among other provisions, the Expiration Date originally set forth therein.

5. On or about [DATE], CFP SHERMAN, LLC has assigned its interests and obligations under the Amended and Restated Predevelopment Loan Agreement to the Nonprofit, and the Nonprofit has assumed the interests and obligations of CFP SHERMAN, LLC, per and pursuant to that certain Assignment and Assumption Agreement, by and between CFP SHERMAN, LLC, as assignor, to CFP SHERMAN HOSPITAL, LLC, as assignee, of which the parties hereto (i) acknowledge is a part of the underlying transaction but currently under development, and (ii) agree that the City reserves the right to further review and to provide comment upon its completion.
6. ~~4.~~ The Parties now desire to further amend and restate by this Agreement the above foresaid Amended and Restated Predevelopment Loan Agreement as set forth hereinabove and below.

NOW THEREFORE, the Parties hereby amend, restate and agree as follows:

ARTICLE 1

Definitions

Section 1.1 **Definitions.** In this Agreement, unless a different meaning clearly appears from the context:

“**Property**” means the approximately ~~twelve~~sixteen and seventy-nine hundredths (~~12~~16.79) acre tract of land located in the City of Sherman, Texas, as depicted in that certain land survey ~~to be~~ completed on or ~~before February 28, 2021~~about [DATE] and ~~to be~~ further described in that certain form of Option Purchase and Sale Agreement ~~to Ground Lease Property~~, set forth in **Exhibit B** of this Agreement, which is attached hereto and is incorporated herein for all purposes.

“**Expiration Date**” means ~~April 30~~July 31, 2022, subject to delays due to force majeure and unless extended by the City upon the City’s approval and the City Council’s vote.

“**Initial Disbursement Date**” means the date of the first disbursement of any Loan Proceeds by any of the Parties.

“**Loan**” means the funds deemed loaned by the Parties to the City or the Nonprofit, as applicable, pursuant to this Agreement.

“**Loan Documents**” means this Agreement and the Promissory Note.

“**Loan Proceeds**” means the funds deemed advanced to the Nonprofit, pursuant to this Agreement.

“**Promissory Note**” means the written instrument evidencing the Loan as set forth in Exhibit C.

“**Termination Date**” means the date of the final and full repayment of the Loan to the Parties, including all accrued and unpaid interest, or such earlier date as this Agreement is terminated pursuant to the terms hereof.

ARTICLE 2

Loan, Use of Proceeds and Conditions of Repayment

Section 2.1 **Loan.** The Parties agree, on the terms and subject to the conditions hereinafter set forth, to make the Loan to the Nonprofit in an aggregate principal amount not to exceed Three Million Three Hundred ~~FortyNinety~~ Thousand Dollars (~~\$3,340,000.00~~) ~~-(3,390,000.00), plus interest to be calculated at the loan closing for the Project (collectively,~~ the “Loan Amount”), to cover predevelopment expenses paid or incurred related to the Project; provided that each Party shall only be responsible, at maximum, for committing that amount of the Loan Amount allocable to that Party as set forth and specified in Exhibit D, as may be amended from time to time. The estimated predevelopment expenses are set forth on the attached Exhibit D. The Parties acknowledge that Exhibit D is preliminary and agree to work cooperatively, in good faith, to amend Exhibit D, as necessary, during the predevelopment phase of the Project; provided that no portion of the Loan Amount shall be amended without the prior approval of any Party whose commitment to loan funds is affected by such amendment. The Parties acknowledge that (x) the goal cash budget for the Project is One Million Four Hundred Thousand Seventy Five Dollars (\$1,475,000.00) (the “Cash Budget”); (y) the total cash goal is set at One Million Fifty Thousand Dollars (\$1,050,000.00) (collectively, the “Cash Goal”) wherein Five Hundred Twenty-Five Thousand Dollars (\$525,000.00) is allocable for the City and Five Hundred Twenty-Five Thousand Dollars (\$525,000.00) is allocable for the other Participants committing to ~~contributing~~contribute cash as set forth on **Exhibit D**; and (z) only if the costs associated with the Project exceed the total Cash Goal, then the City and the other Participants committing to contributing cash will contribute on a pro-rata, equal basis the additional funds in excess of the Cash Goal; provided that, such total contribution shall not exceed the total Cash Budget; and provided further that the final predevelopment expenses, cash commitments, cash goals and in-kind contributions will be reflected in the final loan documents for the Project as necessary and as it relates to both the successful funding of the Project and final accounting of the overall Project budget.

Section 2.2 **Tax-Exempt Financing.** The Parties acknowledge that repayment of the Loan is expressly contingent upon the issuance of tax-exempt bond financing in an amount sufficient to cover all costs of the Project, including, without limitation, the repayment of the Loan. If tax-exempt bond financing in an amount sufficient to cover all costs of the Project, including, without limitation, the repayment of the Loan, has not been issued on or before the Expiration Date, each of the Parties shall be deemed to have forgiven the Loan and the Nonprofit shall have no further obligation to repay the Loan. The Parties acknowledge that the source of repayment of the Loan is the proceeds of the anticipated 501(c)(3) bond financing for the Project.

Section 2.3 **Loan Terms.**

(a) The Loan shall bear interest at an approximate rate of five percent (5%) per annum, or the maximum rate allowable by applicable law, if less, on that portion of the Loan advanced or deemed advanced, from time to time, until paid. All accrued but unpaid interest shall be payable upon payment in full of the Loan.

(b) Subject to the terms and conditions of Section 2.1, above, the Loan Amount shall be equal to an aggregate principal amount not to exceed Three Million Three Hundred

~~Forty~~Ninety Thousand Dollars (~~\$3,340,000.00~~3,390,000.00) plus interest to be calculated at the loan closing for the Project, which is comprised of the total cash commitment of the Participants of an amount not to exceed the Cash Budget and in-kind commitments equal to the sum of One Million ~~Eight~~Nine Hundred ~~Sixty-Five~~Fifteen Thousand Dollars (~~\$1,865,000~~1,915,000), as more clearly set forth in *Exhibit D*.

(c) Article 7 below shall govern the advance/disbursement of the Loan.

(d) The term of the Loan shall begin as of the Initial Disbursement Date and end upon the earlier of the (i) Termination Date, or the (ii) Expiration Date.

Section 2.4 Early Repayment. The Promissory Note may be prepaid in whole or in part at any time without penalty. A prepayment shall first be applied against any accrued interest, and then against any outstanding and past due payments which are due and owing hereunder or under the Promissory Note, and then the remaining portion of such prepayment shall be applied against the remaining outstanding and unpaid principal balance of the Promissory Note. Notwithstanding the foregoing, as provided in Section 2.2, the Parties acknowledge and agree that the only source of repayment of the Loan is the tax-exempt financing anticipated for the Project.

ARTICLE 3 Conditions of Lending

Section 3.1 Condition Precedent to Advances. The obligation of the Parties to advance the Loan Proceeds is subject to the condition precedent that no Event of Default hereunder or event which would constitute such an Event of Default but for the requirement that notice be given or that a period of grace or time elapse, shall have occurred and be continuing.

Section 3.2 Termination. The Parties' obligation to advance the Loan Proceeds shall automatically terminate, and the Termination Date shall be deemed to have occurred, without any notice to the City, if no Loan Proceeds have been advanced prior to the Expiration Date.

ARTICLE 4 Acknowledgments, Representations, and Warranties

Section 4.1 The Parties acknowledges that nothing contained in the Amended and Restated MDA or this Agreement, nor any act by any of the Parties, shall be deemed or construed to create between any of the Parties any relationship, including but not limited to that of third party beneficiary, principal and agent, limited or general partnership, or joint venture (except the relationship of contracting parties under the Amended and Restated MDA, or borrower and lenders under this Agreement). The Parties acknowledge that the Nonprofit is deemed to be the borrower of the Loan, regardless of the fact that disbursements are made to Crossroads, ~~HG~~Ivy or others to pay or reimburse certain predevelopment expenses.

Section 4.2 Representations to Knowledge and Belief. Each of the Parties represents to their individual knowledge and belief, in connection with the Loan, that:

(a) It is an entity, organized and in good standing under the laws of its state of formation, and is authorized to enter into this Agreement and perform any of its obligations required herein.

(b) It has the legal authority and is duly authorized to execute and deliver the Loan Documents to which it is a party and it has taken all actions necessary and incident to its execution and delivery of the Loan Documents.

(c) Its execution and delivery of the Loan Documents to which it is a party, and its inurrence of the obligations under the Loan Documents, does not violate any provision of law or its governing documents.

(d) Each of the Loan Documents to which it is a party has been duly and validly authorized, executed and delivered, and is the legal, valid and binding obligations of the executing party, enforceable against such executing party in accordance with its respective terms, except to the extent the enforceability thereof may be limited by bankruptcy, insolvency or other law affecting creditor's rights, or the application of equitable principles generally.

(e) It is not in violation of any provisions of its organizational documents or of the laws of local governments, State of Texas or U.S. Government, and there are no actions, suits or proceedings pending, or to its knowledge threatened, before or by any judicial body or governmental authority, against or effecting it, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement or to perform any of the acts required of it in the Loan Documents to which it is a party.

(f) Neither the execution and delivery of the Loan Documents to which it is a party, nor compliance with any of the terms, conditions, requirements or provisions contained herein or in such referenced documents, is prevented by, is a breach of, or will result in a breach of any term, condition or provision of any agreement or document to which it is now a party or by which it is bound, if modified as noted above.

(g) It will comply with all of the terms, conditions, provisions and requirements, contained in the Loan Documents to which it is a party, in the absence of prior default by others.

ARTICLE 5

Books and Records

Section 5.1 Each Party shall keep and maintain books, records, and other documents relating directly to the Loan Proceeds and advances of the Loan, and any duly authorized representative of a Party may, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of each other Party for seven (7) years after the expiration of this Agreement or until such time that all of the Parties have determined that all issues, requirements, and close-out procedures relating to or arising out of the Loan have been settled and completed, whichever is earlier. The Parties agree that a Certified Public Accounting firm shall be selected by the City (the "CPA") to oversee accounting of the Loan Proceeds that are subject to the terms and conditions hereto.

ARTICLE 6

Events of Default and Rights and Remedies

Section 6.1 **Events of Default.** Any one or more of the following events shall be deemed and shall constitute an "Event of Default":

(a) The interest or principal due under the Promissory Note, or any other payments due and payable under this Agreement or any other document referred to herein, are not paid at the loan closing of the tax exempt financing for the Project;

(b) Any Party is in breach of any of the requirements, terms, conditions, covenants or other agreements in the Loan Documents and remains in breach in any material respect for sixty (60) days after written notice thereof from any other Party; provided, however, that if such breach shall reasonably be incapable of being cured within such sixty (60) days after notice, and if the Party in breach commences and diligently prosecutes the appropriate steps to cure such breach, no default shall exist so long as such Party is proceeding to cure such breach in reasonable period of time;

(c) Any representation made by any Party in the Loan Documents, any other document referred to in such documents, or any certificate or report furnished pursuant to this Agreement, or any representation made to induce any of the other Parties to close the Loan or advance any Loan Proceeds, proves to have been untrue in any material respect or materially misleading as of the time such representation was made.

(d) Any Party shall make an assignment for the benefit of its creditors, or shall be dissolved, or shall commit an act of bankruptcy under the United States Bankruptcy Act (as now or hereafter amended), or shall admit in writing its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall become or be adjudicated as bankrupt or insolvent, however defined, or shall file a petition seeking any reorganization, dissolution, liquidation, arrangement, composition, readjustment or similar relief under any present or future bankruptcy or insolvency statute, law or regulation, or shall file an answer admitting to or not contesting the material allegations of a petition filed against it in such proceedings, or shall not, within 60 days after the filing of such a petition against it, have the same dismissed or vacated, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of its properties, or shall not, within 60 days after the appointment (without its consent or acquiescence) of a trustee, receiver or liquidator of any material part of its properties, have such appointment vacated.

(e) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against a Party seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or any trustee, receiver or liquidator of such entity, shall be appointed with respect to any Party.

(f) Any Party shall refuse to allow any other Party, at any reasonable time and upon reasonable advance written notice, to inspect, audit, copy or abstract, any and all of its books, records, papers or other documents relevant to the Loan.

Section 6.2 Rights and Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the Party claiming an Event of Default, the Party claiming an Event of Default may, at its option, exercise any and all of the following rights and remedies (as well as any other rights and remedies available to it):

(a) Such Party may, by notice in writing to the other Parties, refrain from advancing any more of the Loan Proceeds and, at such Party's option, declare a termination of this Agreement as to such Party; provided, however, such Party may make advances after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder, or waiving its right to refrain from making any additional advances.

(b) Such Party shall have the right, in addition to any other rights provided by law or equity, to enforce its rights and remedies under the Loan Documents.

(c) Such Party shall have the right, in addition to any other rights provided by law or equity, to initiate litigation for the breach of any term, condition, covenant, requirement or provision contained in the Loan Documents, and to recover damages for such breach.

(d) Such Party shall have the right, in addition to any other rights provided by law or equity, to apply to any court, state or federal, for specific performance of any term, condition, covenant, requirement or provision contained in the Loan Documents; for an injunction against any violation of any such term, condition, covenant, requirement and/or provision; or for such other relief as may be appropriate, since the injury to such Party arising from a default under any of the terms, conditions, covenants requirements and/or provisions of the Loan Documents, would be irreparable and the amount of damage would be difficult to ascertain.

Section 6.3 Rights and Remedies Cumulative. The rights and remedies of the Parties to this Agreement, whether provided by operation of law or by this Agreement, shall be cumulative, and the exercise by any Party of any one or more of such remedies shall not be construed to preclude or waive its right to exercise, at the same or different times, any of the other such remedies for the same default or breach, or of any of its remedies for any other default or breach by any other Party.

No waiver made by any Party with respect to the performance, manner or time thereof, of any obligation of any other Party or any condition to its own obligation under this Agreement or any document referred to herein, shall be considered a waiver of any rights of the Party making the waiver with respect to the particular obligation of the other Party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the Party making the waiver or any other obligations of the other Party. No delay or failure by any Party to exercise any right or remedy shall be a waiver of such right or remedy, and no single or partial exercise by any Party of any right or remedy shall preclude other or further exercise thereof for the exercise of any other right or remedy at any other time.

ARTICLE 7

Advance/Disbursement Provisions

Section 7.1 Draw Requests. The Developer and Crossroads will submit to the City and the Nonprofit monthly written draw requests as any preconstruction expenses identified in ***Exhibit D*** are incurred that are advanceable under the Loan, accompanied by a schedule of work, activities, programs performed, and task list as applicable. The first written draw request shall be submitted to the City by January 7, 2021, and monthly thereafter. Each request shall be

submitted by the last day of the month for each month. The City shall have ten (10) business days from the last day of the preceding month to review each draw request subject to the procedure set forth in Section 6(a) below.

Section 7.2 Determination of Eligible Costs. The City and Ivy shall determine whether the written draw requests and costs set forth therein as submitted by the are advanceable for disbursement under the Loan. If Crossroads or Ivy submits a draw request for advancement of Eligible Costs in any given month, the City shall have ten (10) business days following the end of the preceding month that the draw requests corresponds with to review and approve said draw request. Should the City and/or Ivy determine an item is not eligible for reimbursement under the Loan, this item will be held for appeal with such determination to be made by the City Manager. The City Manager's determination on the matter shall be final. Upon approval of any portion of a draw request, the Participants hereto committing to making cash contributions shall cause such Participant's responsible share of the approved amount of each advance request to be paid to a Certified Public Accountant selected by the City for the Project pursuant to the terms and conditions herein (the "CPA") within ten (10) days after approval thereof.

ARTICLE 8

Miscellaneous

Section 8.1 Modifications. This Agreement may be modified solely through written amendments hereto executed by all of the Parties.

Section 8.2 Notices and Demands.

(a) Any formal notice, demand, or other communication under this Agreement by any Party to the other Parties shall be sufficiently given or delivered only if it is dispatched by registered or certified mail, postage prepaid, return receipt requested; or delivered personally; or delivered by a reputable overnight courier:

if to Crossroads: Crossroads Hospital Development LLC
c/o Republic Health Group
1437 Sussex Drive
Plano, Texas 75075
Attn: Greg McGaw
Phone Number: (214) 202-0340
E-mail: greg.mcgaw@republichg.com

Copy to: Harkinson Investment Corporation
4560 Beltline Road, Suite 400
Addison, Texas 75001
Attn: Jeff Harkinson
Phone Number: (214) 394-9270
E-mail: jharkinson@harkcorp.com

if to ~~HHG~~ Ivy: IVY ~~HOTEL~~P3 GROUP, LLC, f/k/a IVY HOTEL GROUP, LLC
c/o Ivy Hotel Group

4300 MacArthur Avenue, Suite 175
Dallas, Texas 75209
Attn: Robert P. Colombo
Phone Number: (917) 921-6889
E-mail: rcolombo@ivyhotelgroup.com

Copy to:

Dorsey & Whitney LLP
300 Crescent Court
Suite 400
Dallas, TX 75201
Attn: Gina Betts
Phone Number: (214) 981-9910
E-mail: betts.gina@dorsey.com

and

Dorsey & Whitney LLP
51 West 52nd Street
New York, NY 10019
Attn: Jeffrey R. Escobar
Phone Number: (212) 415-9315
E-mail: escobar.jeffrey@dorsey.com

if to the City:

City of Sherman, Texas
220 W. Mulberry Street
Sherman, TX 75090
Attn: City Manager
Phone Number: (903) 892-7201
E-mail: robbyh@cityofsherman.com

Copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Attn: Robert H. Roeder
Phone Number: (214) 544-4000
E-mail: rroeder@abernathy-law.com

if to the Nonprofit:

CFP Sherman Hospital, LLP
c/o Community Facility Public Private
~~Partnership~~ Partnerships
601 Carlson Parkway, Suite 1050
Minnetonka, Minnesota 55305
Attn: Steve Collins
Phone Number: (612) 735-7717
Email: steve@taxfreeP3.org

Copy to: Best & Flanagan LLP
60 South Sixth Street, Suite 2700
Minneapolis, Minnesota 55402
Attn: Daniel R. W. Nelson
Phone Number: (612) 339-7121
Email: dnelson@bestlaw.com

if to AP Gulf: AP Gulf States, Inc.
1600 North Collins Blvd, Suite 2000
Richardson, Texas 75080

if to Sherman [Hospital](#)
Management [LLC](#): Sherman [Hospital](#) Management Company, LLC
c/o Healthcare Facilities Partners
7110 Crossroads Blvd, Suite 200
Brentwood, TN 37027
Attn: Eddie Alexander
Phone Number: (615) 550-2600
Email: ealexander@hcfpllc.com

if to E4: E4H Architecture
1217 8th Avenue, Suite 301
Fort Worth, Texas 76104

or at such other address with respect to any Party as that Party may, from time to time, designate in writing and forward to the others as provided in this Section. Notwithstanding the foregoing, any draw request or informal communication may delivered by e-mail or regular mail.

Section 8.3 Binding Effect. The covenants and agreements in this Agreement shall bind and benefit the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement.

Section 8.4 Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted only for convenience of reference and shall be disregarded in construing or interpreting any of its provisions.

Section 8.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument. A signature transmitted by e-mail in PDF or other electronic format shall be binding on the transmitting Party and construed as equivalent to an original signature for all purposes.

Section 8.6 Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws provisions. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the State of Texas, and all Parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

Section 8.7 **Waiver.** The failure or delay of any Party to take any action or assert any right or remedy, or the partial exercise by any Party of any right or remedy shall not be deemed to be a waiver of such action, right, or remedy if the circumstances creating such action, right, or remedy continue or repeat.

Section 8.8 **Entire Agreement.** This Agreement, with the exhibits hereto, constitutes the entire agreement between the Parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties pertaining to the subject matter of this Agreement.

Section 8.9 **Severability.** Wherever possible, each provision of this Agreement and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Agreement or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other related document.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND THE PARTIES AGREE TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

CITY OF SHERMAN, TEXAS,
a Texas municipality

By: _____
Name: _____
Title: _____
Date Signed: _____

ATTEST:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

Name:
City Attorney

**CROSSROADS HOSPITAL DEVELOPMENT,
LLC**
a Texas limited liability company

By: _____
Name: _____
Title: _____
Date Signed: _____

IVY P3 GROUP, LLC f/k/a
IVY HOTEL GROUP, LLC
a Texas limited liability company

By: _____
Name: _____
Title: _____
Date Signed: _____

AP GULF STATES, INC.
a Texas company

By: _____
Name: _____
Title: _____
Date Signed: _____

SHERMAN HOSPITAL MANAGEMENT COMPANY, LLC
a limited liability company

By: _____
Name: _____
Title: _____
Date Signed: _____

E4H ARCHITECTURE
a Texas company

By: _____
Name: _____
Title: _____
Date Signed: _____

CFP SHERMAN HOSPITAL, LLC

a ~~Minnesota~~ an Arizona nonprofit limited liability company

By: _____

Name: _____

Title: _____

Date Signed: _____

EXHIBIT A
Master Development Agreement

EXHIBIT B
Form of ~~Option~~ Purchase and Sale Agreement ~~to Ground Lease~~

EXHIBIT C
Promissory Note

PROMISSORY NOTE

~~\$3,340,000~~ 3,390,000

Sherman, Texas

~~January 4~~ March, ~~2021~~ 2022

FOR VALUE RECEIVED, CFP Sherman Hospital, LLC, a ~~Minnesota~~ Arizona nonprofit limited liability company whose sole member is Community Facility Public Private Partnerships, a Minnesota nonprofit corporation and a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code (the "Nonprofit") hereby promises to pay the total sum of Three Million Three Hundred ~~Forty~~ Ninety Thousand Dollars (~~\$3,340,000.00~~ 3,390,000.00), plus interest calculated at the loan closing for the Project, to the order of (i) CITY OF SHERMAN, TEXAS, a Texas municipality (the "City"); (ii) CROSSROADS HOSPITAL DEVELOPMENT GROUP LLC, a Texas limited liability company ("Crossroads") at the address of c/o Republic Health Group, 1437 Sussex Drive, Plano, Texas 75075; (iii) IVY P3 GROUP, LLC, f/k/a IVY HOTEL GROUP, LLC, a Texas limited liability company ("~~IHG~~ Ivy") at the address of c/o Ivy Hotel Group, 4300 MacArthur Avenue, Suite 175, Dallas, Texas 75209; (iv) AP GULF STATES, INC., a Texas company ("AP Gulf") at the address of 1600 North Collins Blvd, Suite 2000, Richardson, Texas 75080; (v) SHERMAN HOSPITAL MANAGEMENT COMPANY, LLC, a limited liability company ("Sherman Hospital Management LLC") at the address of c/o Healthcare Facilities Partners, 7110 Crossroads Blvd, Suite 200, Brentwood, TN 37027; and (vi) E4H ARCHITECTURE ("E4") a Texas company ("E4") at the address of 1217 8th Avenue, Suite 301, Fort Worth, Texas 76104; in which such total sum shall be divide and allocated to each of the above parties as follows: (i) City the sum of Seven Hundred Thirty Seven Thousand Five Hundred and No Dollars (\$737,500.00), (ii) Crossroads the sum of ~~Four~~ Three Hundred Forty Five Thousand Eight Hundred Thirty-Four and No Dollars (~~\$445,834.00~~ 345,834.00), (iii) ~~IHG~~ Ivy the sum of ~~Five~~ Six Hundred ~~Thirty-Eighty~~ Five Thousand Eight Hundred Thirty-Three Thousand and No Dollars (~~\$535,833.00~~ 685,833.00), (iv) AP Gulf the sum of Four Hundred Ninety Five Thousand Eight Hundred Thirty-Three and No Dollars (\$495,833.00), (v) Sherman Hospital Management LLC the sum of Two Hundred Thousand and No Dollars (\$200,000.00), and (vi) E4 the sum of Nine Hundred Twenty Five Thousand and No Dollars (\$925,000.00)(collectively, the "Participants"), or so much thereof as may have been advanced or deemed advanced by each such party pursuant to the terms of that certain Predevelopment Loan Agreement of even date herewith (the "Agreement") together with interest at the approximate rate of five percent (5.0%) per annum, or the maximum rate allowable by applicable law, if less, on that portion of the Loan advanced or deemed advanced, from time to time, until paid. All accrued but unpaid interest shall be payable upon payment in full of the Loan. All capitalized terms used in this Note but not defined herein shall have the meanings ascribed thereto in the Agreement.

This Note is non-recourse to the Nonprofit. This Note shall be repaid, if at all, only from the proceeds of the issuance of the 501(c)(3) bond financing in an amount sufficient to cover all costs of the portion of the Project. **The Nonprofit shall have no obligation to repay this Note.** If tax-exempt bond financing in an amount sufficient to cover all costs of the Project,

including, without limitation, the repayment of the Loan, has not been issued on or before the Expiration Date, each of the Participants shall be deemed to have forgiven the Loan and the Nonprofit shall have no further obligation to repay the Loan.

This Note may be prepaid in whole or in part at any time without penalty.

The Nonprofit waives presentment, protest and demand, notice of protest, demand and of dishonor and nonpayment of this Note, and any and all lack of diligence or delays in collection or enforcement of this Note.

This Note shall be construed under and governed by the laws of the State of Texas.

CFP Sherman Hospital, LLC
~~a Minnesota~~ an Arizona nonprofit limited liability
company

By: _____
Name: _____
Title: _____
Date Signed: _____

EXHIBIT D
Estimated Predevelopment Expenses, Cash Commitments and In-Kind Contributions

Estimated Predevelopment Expenses:

October 1, 2020 - July 31, 2021			
Design Fees	CASH	IN-KIND	TOTAL
Architect Pricing Package	\$100,000	\$925,000	1,025,000
General Contractor Fee	\$0	\$250,000	250,000
Soils Enginnering	\$0	\$0	-
Enviromental	\$0	\$0	-
Geotech, etc.	\$50,000	\$0	50,000
Seismic	\$0	\$0	-
Design Fee Contingency	\$70,000	\$0	70,000
Other Soft Costs	CASH	IN-KIND	TOTAL
Operator Design Review	\$0	\$200,000	200,000
Feasibility Study	\$250,000	\$0	250,000
Economic Impact Study	\$25,000	\$0	25,000
Legal, Accounting and Tax	\$250,000	\$0	250,000
Construction Monitor	\$50,000	\$0	50,000
City Fees/Taps	\$0	\$0	-
Insurance	\$30,000	\$0	30,000
Owner Rep / Project Manager	\$450,000	\$390,000	840,000
Project Coordinator	\$0	\$100,000	100,000
Soft Costs Contingency (10%)	\$200,000	\$0	200,000
Totals¹	\$1,475,000	\$1,865,000	\$3,340,000
<i>These are preliminary estimated predevelopment budaets based on a 10-month predevelopment period</i>			

October 1, 2020 - May 31, 2022			
Design Fees	CASH	IN-KIND	TOTAL
Architect Pricing Package	\$100,000	\$925,000	1,025,000
General Contractor Fee	\$0	\$250,000	250,000
Soils Engineering	\$0	\$0	-
Environmental	\$0	\$0	-
Geotech, etc.	\$50,000	\$0	50,000
Seismic	\$0	\$0	-
Design Fee Contingency	\$70,000	\$0	70,000
Other Soft Costs	CASH	IN-KIND	TOTAL
Operator Design Review	\$0	\$100,000	100,000
Feasibility Study	\$250,000	\$0	250,000
Economic Impact Study	\$25,000	\$0	25,000
Legal, Accounting and Tax	\$250,000	\$0	250,000
Construction Monitor	\$50,000	\$0	50,000
City Fees/Taps	\$0	\$0	-
Insurance	\$30,000	\$0	30,000
Owner Rep / Project Manager	\$450,000	\$540,000	990,000
Project Coordinator	\$0	\$100,000	100,000
Soft Costs Contingency (10%)	\$200,000	\$0	200,000
Totals	\$1,475,000	\$1,915,000	\$3,390,000

Cash Commitments:

October 1, 2020-July 31, 2021

Pre-Development Loan - Cash Contributors	Amount
City of Sherman	737,500
Adolfson & Peterson	245,833
Sherman Hospital Management Company, LLC	100,000
Crossroads	245,833
Ivy Hotel Group	145,833
Totals	\$1,475,000

These are preliminary estimated predevelopment budgets based on a 10-month predevelopment period

October 1, 2020 - May 31, 2022	
Pre-Development Loan - Cash Contributors	Amount
City of Sherman	737,500
Adolfson & Peterson	245,833
Sherman Hospital Management Company, LLC	100,000
Crossroads	245,833
Ivy Hotel Group	145,833
Totals	\$1,475,000

In-Kind Contributions:

October 1, 2020 - July 31, 2021	
Pre-Development Loan - In-Kind Contributors	Amount
Architect	925,000
General Contractor	250,000
Operator	200,000
Owner Rep / Project Manager	390,000
Project Coordinator	100,000
Totals¹	\$1,865,000
<i>These are preliminary estimated predevelopment budgets based on a 10-month predevelopment period</i>	

October 1, 2020 - May 31, 2022	
Pre-Development Loan - In-Kind Contributors	Amount
Architect	925,000
General Contractor	250,000
Operator	100,000
Owner Rep / Project Manager	540,000
Development Consultant	100,000
Totals	\$1,915,000

Document comparison by Workshare Compare on Thursday, March 17, 2022
3:46:07 PM

Input:	
Document 1 ID	netdocuments://4855-1151-5392/1
Description	Amended and Restated Predevelopment Loan Agreement -- Crossroads Sherman Texas
Document 2 ID	netdocuments://4885-8217-6786/4
Description	Second Amended and Restated Predevelopment Loan Agreement -- Crossroads Sherman Texas
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
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Insertions	111
Deletions	85
Moved from	0
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Style changes	0
Format changes	0
Total changes	196



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 4.

Meeting Date: 03/21/2022

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

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

Issue:

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

Background:

CFP Sherman Hospital, LLC has requested that the Industrial Development Authority of the City of Phoenix, Arizona issue its Revenue Bonds (CFP Sherman Hospital, LLC), Series 2022 pursuant to a plan of financing, in an aggregate principal amount not to exceed \$300,000,000 to (a) finance the acquisition, construction and equipping of a new 80-licensed bed hospital to be located on approximately 16.8 acres located at Crossroads Development on the northeast corner of Highway 75 and Travis Street, in Sherman, Texas, (b) fund one or more debt service reserve funds for the benefit of the Bonds, if deemed necessary or desirable by the Authority and the Borrower; (c) fund working capital for the Borrower, if deemed necessary or desirable by the Authority and the Borrower; (d) fund interest accruing on the Bonds, if deemed necessary or desirable by the Authority and the Borrower; and (e) pay certain costs related to the issuance of the Bonds.

The issuance of the Bonds by the Authority must be approved by the City because the property to be financed by the Bonds is located within the territorial limits of the City.

Origination:

CFP Sherman Hospital, LLC

Financial Consideration:

There is no cost to the City by approving the issuance. Subject to the Replenishment Agreement also on this agenda, the source of repayment for the bonds will be revenue generated by the hospital's operations.

Staff Recommendation:

Staff recommends approval of this Resolution

Alternatives:

Council could deny this resolution

Attachments

Resolution No. 6861

Exhibit A - Notice of Public Hearing

RESOLUTION NO. 6861

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

WHEREAS, The Industrial Development Authority of the City of Phoenix, Arizona (the “Authority”), is a nonprofit corporation designated a political subdivision of the State of Arizona (the “State”) incorporated with the approval of the City of Phoenix, Arizona; and

WHEREAS, Title 35, Chapter 5 of the Arizona Revised Statutes, Section 35-701 *et seq.*, as amended (the “Act”), authorizes the Authority to issue revenue bonds for the purposes set forth in the Act, including the making of secured and unsecured loans to finance or refinance the acquisition, construction, improvement or equipping of a “project” (as defined in the Act) whenever the Board of Directors of the Authority finds such loans to be in furtherance of the purposes of the Authority and in the public interest; and

WHEREAS, CFP Sherman Hospital, LLC, an Arizona limited liability company (the “Borrower”), whose sole member is Community Facility Public Private Partnerships, a Minnesota nonprofit corporation (the “Member”) and an exempt organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), has requested that the Authority issue its Revenue Bonds (CFP Sherman Hospital, LLC), Series 2022 pursuant to a plan of financing, in an aggregate principal amount not to exceed \$300,000,000 (the “Bonds”) to (a) finance the acquisition, construction and equipping of a new 80-licensed bed hospital to be located on approximately 16.8 acres located at Crossroads Development on the northeast corner of Highway 75 and Travis Street, in Sherman, Texas (the “Project”), (b) fund one or more debt service reserve funds for the benefit of the Bonds, if deemed necessary or desirable by the Authority and the Borrower; (c) fund working capital for the Borrower, if deemed necessary or desirable by the Authority and the Borrower; (d) fund interest accruing

on the Bonds, if deemed necessary or desirable by the Authority and the Borrower; and (e) pay certain costs related to the issuance of the Bonds (collectively, the “Project”); and

WHEREAS, in furtherance of the purposes of the Act, the Authority proposes to issue one or more series of its Revenue Bonds (CFP Sherman Hospital, LLC), Series 2022, in an aggregate principal amount of not to exceed \$300,000,000, the proceeds of which will be loaned to the Borrower to (i) pay the costs of acquiring, constructing, renovating, improving and equipping, as applicable, the Project, (ii) pay capitalized interest on the Bonds, if any, and (iii) pay certain expenses relating to issuance of the Bonds; and

WHEREAS, the Authority, its approving resolution duly adopted by the Board of Directors of the Authority at a lawful meeting called and held on March 17, 2022, granted approval to the issuance and sale of the Bonds in an aggregate principal amount not to exceed \$300,000,000; and

WHEREAS, pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by the City of Sherman, Texas (the “City”) because the property to be financed or reimbursed by the Bonds is located within the territorial limits of the City; and

WHEREAS, the City Council of the City of Sherman, Texas (this “City Council”) is the elected legislative body of the City and is one of the “applicable elected representatives” required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, attached hereto as *Exhibit A* is a copy of the publisher’s affidavit evidencing publication of the Notice of Public Hearing; and

WHEREAS, the City Council held a public hearing on March 21, 2022 as required by the Code and has submitted a copy of all written public comments which it received; and

WHEREAS, information regarding the Project to be financed with the proceeds of the Bonds has been presented to the City Council; and

WHEREAS, it is intended that this Resolution shall constitute approval of the “applicable elected representative” as defined in Section 147(f) of the Code with respect to the Bonds.

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

SECTION 1. The issuance of the Bonds by the Authority and the plan of finance for the
Project are hereby approved for purposes of Section 147(f) of the Code.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, on this the 21st day of March, 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

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held by the City of Sherman, Texas (the "City"), on March 21, 2022, at 5:00 p.m. local time at City Hall in the City of Sherman - 220 W. Mulberry St., Sherman, Texas 75090, regarding the issuance by The Industrial Development Authority of the City of Phoenix, Arizona (the "Authority") of its Health Care Revenue Bonds (CFP Sherman Hospital, LLC), Series 2022, in one or more series, in an aggregate principal amount not to exceed \$300,000,000 (the "Bonds") at the request and for the benefit of CFP Sherman Hospital, LLC, an Arizona limited liability company (the "Borrower"), whose sole member is Community Facility Public Private Partnerships, a Minnesota nonprofit corporation (the "Member") and an exempt organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), as borrower of the proceeds of the Bonds and owner of the below-defined Project.

The Authority is empowered under the Industrial Development Financing Act, Title 35, Chapter 5 of the Arizona Revised Statutes, Sections 35-701 et seq., as amended (the "Act"), to issue revenue bonds for the purposes set forth in the Act, including the making of secured and unsecured loans to finance or refinance the acquisition, construction, improvement, equipping or operating of a "project" (as defined in the Act), whenever the Board of Directors of the Authority finds such revenue bonds or loans further advance the interests of the Authority or the public. The Borrower has requested that the Authority issue one or more series of its Bonds, and loan the proceeds of the Bonds to the Borrower in order to (a) finance the acquisition, construction and equipping of a new 160,000 square foot, 80-licensed bed hospital to be located on approximately 16.8 acres located at Crossroads Development on the northeast corner of Highway 75 and West Travis Street, in Sherman, Texas; (b) fund one or more debt service reserve funds for the benefit of the Bonds, if deemed necessary or desirable by the Authority and the Borrower; (c) fund working capital for the Borrower, if deemed necessary or desirable by the Authority and the Borrower; (d) fund interest accruing on the Bonds, if deemed necessary or desirable by the Authority and the Borrower; and (e) pay certain costs related to the issuance of the Bonds, including the costs of bond insurance or other credit or liquidity enhancement, if any (collectively, "Project"). The initial owner and principal user of the facilities being financed or reimbursed with the proceeds of the Bonds will be the Borrower and such facilities are or will be located on land owned or principally used by the Borrower.

All or a portion of the Bonds are expected to be issued as "qualified 501(c)(3) bonds" as defined in Section 145 of the Internal Revenue Code of 1986, as amended (the "Code").

The principal of, premium (if any), and interest on the Bonds will not constitute the debt or indebtedness, or a liability, of the Authority, the City of Phoenix, Arizona or the State of Arizona or any political subdivision of the State of Arizona within the meaning of any provisions of the Constitution of the State of Arizona and shall not constitute or give rise to a pecuniary liability or a charge against the general credit or any taxing powers of the Authority, the City of Phoenix, Arizona or the State of Arizona or any political subdivision of the State of Arizona, but shall be payable solely from the sources provided for in the proceedings for the issuance of the Bonds. The Authority has no taxing power.

The public hearing is required by Section 147(f) of the Code, and is being held in accordance with IRS Rev. Proc. 2021-39. At the time set for the public hearing, interested persons will be given the opportunity to express their views, both orally and in writing, on

the proposed issue of Bonds, and the location and nature of the Project.

Members of the public may contribute to any discussion during the hearing by written comment submitted to the City electronically at maryl@cityofsherman.com and via physical delivery at the following address: 220 West Mulberry St. Sherman, TX 75090, Attention: Mary Lawrence, until the time and date of the hearing (subject to the timing limitations of mail delivery).

This Notice is dated March 4, 2022.

CITY OF SHERMAN, TEXAS



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 5.

Meeting Date: 03/21/2022

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

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 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

Issue:

Approval of the Replenishment Agreement with UMB Bank N. A.

Background:

CFP Sherman Hospital, LLC ("Borrower") entered into a Master Development Agreement ("MDA") with the City, Crossroads Hospital Development LLC ("Developer"), and Ivy P3 Group, LLC ("Project Manager") on January 4, 2021, for the development, design and construction of an estimated 80-bed acute care hospital in the City of Sherman ("Project"). This MDA was amended in a separate agenda item on this agenda. Under the MDA, the Borrower will complete financing of the Project by causing the issuance of revenue bonds, the proceeds of which will be used to make a loan to the Borrower to finance the Project. The bonds are expected to be issued in 2Q of 2022 in four tranches, Series A-1, A-2, B and C. Security for the Series A and B bonds are a lien on Pledged Revenue as defined in the Term Sheet. The Series C bonds are secured by a third lien on the Pledged Revenue and by a Resolution of the City of Sherman pledging to replenish the Series C debt service reserve fund in any year there is a draw on the reserve fund. The Series C debt service reserve fund would only be drawn on if there were insufficient cash flows from Hospital operations to make the required annual Series C debt payment. The City's obligation will be limited annually to amounts drawn from the Series C and subject to annual appropriation.

Origination:

Robby Hefton, City Manager

Financial Consideration:

There is no immediate financial consideration to approving the Project Agreement. After the bonds are issued, if CFP Sherman Hospital, LLC draws on the Series C Reserve Fund, this Resolution requires the City to appropriate payments sufficient to replenish the fund, subject to annual budget appropriations. The maximum estimated annual amount is about \$1.6 million.

Staff Recommendation:

It is recommended that the Council authorize the City Manager to execute the agreement with CFP Sherman, Hospital, LLC.

Alternatives:

The Council could change or decline to approve the Agreement.

Attachments

Resolution No. 6862
Replenishment Agreement

RESOLUTION NO. 6862

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; 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 and/or the Mayor is authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a 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, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 21st day of March, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

REPLENISHMENT AGREEMENT

THIS REPLENISHMENT AGREEMENT (the "*Agreement*"), is made as of _____, 2022, by and between the City of Sherman, Texas (the "*City*") and UMB Bank, N.A., a national banking association chartered under the laws of the United States of America acting as Trustee under the Indenture (as hereinafter defined), together with any successor trustee thereto (the "*Trustee*").

RECITALS:

WHEREAS, CFP Sherman Hospital, LLC (the "*Borrower*") is an Arizona limited liability company; and

WHEREAS, the Borrower desires to (a) finance the acquisition, construction and equipping of a new 80-licensed bed hospital in the City (the "*Hospital Project*"); (b) fund the debt service reserve funds for the benefit of the hereinafter defined Bonds; (c) fund working capital for the Borrower; (d) fund interest accruing on the Bonds; and (e) pay certain costs related to the issuance of the Bonds (collectively, the "*Financing Purposes*"); and

WHEREAS, the City finds that the Hospital Project is essential to the health and welfare of the citizens of the City of Sherman; and

WHEREAS, The Industrial Development Authority of the City of Phoenix, Arizona (the "*Issuer*") is an Arizona nonprofit corporation designated by law as a political subdivision of the State of Arizona and is empowered by the Industrial Development Financing Act, Title 35, Chapter 5, Arizona Revised Statutes, as amended and supplemented (the "*Act*"), to issue its revenue bonds to provide financing and refinancing for the costs of any "project" (as defined in the Act) and to lend the proceeds to corporations in furtherance of the purposes of the Act; and

WHEREAS, the Issuer is authorized under the Act to issue the Bonds for the purposes aforesaid and the Issuer has determined that the public interest will be best served and that the purposes of the Act can be more advantageously obtained by the Issuer's issuance of bonds in order to obtain funds to lend to the Borrower for such purposes; and

WHEREAS, it has been determined that in order to accomplish the Financing Purposes the Issuer will issue its (i) Senior Revenue Bonds (CFP Sherman Hospital, LLC) Series 2022A-1 in an aggregate principal amount of \$_____, (ii) Senior Taxable Revenue Bonds (CFP Sherman Hospital, LLC) Series 2022A-2 in an aggregate principal amount of \$_____, (iii) Subordinate Revenue Bonds (CFP Sherman Hospital, LLC) Series 2022B in an aggregate principal amount of \$_____, and (iv) Subordinate Revenue Bonds (CFP Sherman Hospital, LLC) Series 2022C (the "*Series 2022C Bonds*") in an aggregate principal amount of \$_____, to fund the Financing Purposes (collectively referred to herein as the "*Bonds*"); and

WHEREAS, in order for the Issuer to issue the Series 2022C Bonds pursuant to the Trust Indenture, dated as of _____, 2022 (the "*Indenture*"), and as additional security for the punctual payment of principal and interest due and payable with respect to the Series 2022C Bonds, the City is willing to enter into this Agreement, pursuant to which the City, if funds are appropriated, will cure any deficiencies in the Debt Service Reserve Fund established and to be maintained for the Series 2022C Bonds (the "*Series 2022C Reserve Fund*") in accordance with the Indenture and this Agreement; and

WHEREAS, the City desires to enter into this Agreement with the Trustee in order to accomplish the City's need and desire for the construction of the Hospital Project for the benefit of the City;

NOW, THEREFORE, in consideration of the issuance of the Series 2022C Bonds, the City does hereby, subject to the terms hereof, covenant and agree as follows:

ARTICLE I DEFINITIONS

All terms used herein and not otherwise defined herein shall have the same meanings ascribed to them in the Indenture.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE CITY

The City hereby represents and warrants to the Trustee and to the holders and owners from time to time of the Series 2022C Bonds (collectively, the "Bondholders"), that: (i) it has the power and authority to enter into this Agreement; (ii) it has duly authorized the execution and delivery of this Agreement by all necessary and requisite action; (iii) neither this Agreement nor the agreements herein contained conflict with or constitute a default under any agreement, note, lease or indenture to which it is a party or any requirement of law; and (iv) there is no action, suit, proceeding, inquiry or investigation at law or in equity or before any court, public board or body pending or, to the best knowledge of the City, threatened against the City (or, to the best of its knowledge, any basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Agreement, the existence of the City or the rights and powers of the City Council of the City.

ARTICLE III COVENANTS AND AGREEMENTS

Section 3.1 *Appropriated Payments.* Pursuant to Section 5.02 of the Indenture, the Trustee shall apply amounts from the Series 2022C Debt Service Reserve Fund the extent necessary to cure any deficiency in the Series 2022C Debt Service Account. To the extent of a draw on the Series 2022C Debt Service Reserve Fund to pay the principal and/or interest for the preceding December 1 and June 1 payment dates, the Trustee will provide written notice to the City on or before June 10 in such year of such draw(s) and the amount of such draw(s) after taking into account amounts received from the Borrower (the "Proposed Appropriation Amount"). The City covenants that the City Manager, Assistant City Manager, the Director of Finance or any other officer of the City at any time charged with the responsibility of formulating budget proposals shall use reasonable efforts to include in the budget proposals for the following fiscal year the Proposed Appropriation Amount. Notwithstanding the foregoing, any failure by a City official to include the Proposed Appropriation Amount in any proposed City budget shall not be a default hereunder or any of the financing documents for the Series 2022C Bonds and does not give rise to a writ of mandamus (or any similar legal process) against the City or such official or any personal liability on the part of such City official. The decision to budget and appropriate funds is to be made in accordance with the City's normal procedures for such decisions, and the decision to appropriate or not to appropriate shall be made solely by the City Council of the city and not by any official of the City. [The City presently intends to pay all Appropriated Payments as defined below. The City reasonably believes, based upon current State law, the City's financial practices, and other

factors, that lawfully available funds in an amount sufficient to make all such Appropriated Payments or other payments will be available for such purposes.]

(b) Deposit of Appropriated Payments into Holding Account; Transfer to Trustee; Transfer of Excess Amounts Back to the City. To the extent of approval by the City Council of the City as described in Section 3.1(a), the payments approved and included in the City's annual budget (referred to herein as the "Appropriated Payments") shall be transferred into a separate account maintained by the City (the "*Holding Account*"). Immediately upon transferring such amount of Appropriated Payments into the Holding Account, the City shall notify the Trustee in writing of such transfer in order to provide assurance to the Trustee that funds then on deposit in the Series 2022C Debt Service Reserve Fund, together with the Appropriated Payments on deposit in the Holding Account, are sufficient to satisfy the total amount then required by the Indenture to be on deposit in the Series 2022C Debt Service Fund. On or before _____, the Trustee shall provide written notice to the City of the deficiency of the Series 2022C Debt Service Reserve Fund as of such date (the "Final Deficiency Amount") together with payment instructions and the City on or before November __ of each year, shall transfer the Final Deficiency Amount from the Holding Account to the Trustee for deposit into the Series 2022C Debt Service Reserve Fund. All Appropriated Payments on deposit in the Holding Account shall be used only for the purpose of funding any deficiency. Any amounts on deposit in the Holding Account on the Business Day immediately following the required transfer to the Trustee in each year, shall no longer be considered to be held or otherwise encumbered under the terms of this Agreement, and may be used by the City for any lawful purpose.

Section 3.2 Excess Amounts Back to the City. Pursuant to Section ____ of the Indenture, any amounts remaining after the payment of debt service on the Bonds, will promptly be paid to the City for any amounts appropriated pursuant to this Agreement.

Section 3.3 City Not Obligated Beyond Its Fiscal Year. It is hereby acknowledged that the City may not become obligated beyond its fiscal year (October 1 through September 30) and therefore, the covenants made herein by the City shall be on a year-to-year basis. Payment of the Appropriated Payments as set out herein is subject to availability of funds and appropriation thereof by the City. The Bonds issued by the Issuer shall in no way be or become an obligation of the City and shall not be considered or treated as debt of the City. Notwithstanding anything herein to the contrary, all amounts payable by City are subject to Appropriation by the City Council of the City and such City Council has no obligation to appropriate any funds or any other amounts purported to be owed by City under the terms hereof or the Indenture, regardless of the amount or source of funds that are lawfully available to be appropriated in any Fiscal Year.

Section 3.4 No Acceleration. The obligations of the City set forth herein shall in no event be subject to acceleration, notwithstanding the acceleration of the payment of the principal of and interest on the Series 2022C Bonds. The sole obligation of the City is to make payment to the Trustee, upon appropriation, of all monies necessary to fund the Reserve Fund from time to time up to the Series 2022C Reserve Fund Requirement at the time and in the manner required by the Indenture, the same to be calculated as though no acceleration of maturity of the Series 2022C Bonds had occurred.

Section 3.5 Amendment to Indenture. As long as any Series 2022C Bonds are Outstanding, no amendment to the Indenture may be made that adversely affects the City without the prior written consent of the City.

ARTICLE IV TERM OF AGREEMENT

This Agreement shall commence on the date of initial delivery of the Series 2022C Bonds and shall automatically terminate on the date when all Series 2022C Bonds have been fully paid or legally defeased under Arizona law and are no longer considered Outstanding.

ARTICLE V ADDRESSES AND NOTICES

Section 5.1 City's Notice Information

Section 5.2 Trustee's Notice Information

Section 5.3 Trustee's Wire Transfer Instructions

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 6.1 Successors and Assigns. This Agreement shall bind and benefit the respective parties and their legal successors, and, shall not otherwise be assignable, in whole or in part, by the Issuer, Trustee, or the City.

Section 6.2 Benefit of Agreement. This Agreement shall be for the sole and exclusive benefit of the City and the Issuer and shall not be construed to confer any rights upon any third party other than the Trustee on behalf of holders of the Series 2022C Bonds and the Borrower with respect to the subject matter of this Agreement .

Section 6.3 Governing law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 6.4 Entire Agreement. This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties with respect to the subject matter of this Agreement.

Section 6.5 Incorporation Of Recitals. The City and the Issuer hereby find that the statements set forth in the recitals of this Agreement are true and correct, and the City and the Issuer hereby incorporate such recitals as a part of this Agreement.

Section 6.6 Legal Authority. The City Attorney of the City or his or her designee shall have the right to enforce all legal rights and obligations of the City under this Agreement without further authorization. The Issuer covenants to provide to the City Attorney of the City all documents and records that the City Attorney reasonably deems necessary to assist in determining the Issuer's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

Section 6.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Replenishment Agreement to be executed by their duly authorized representatives as of the date first above written.

CITY OF SHERMAN, TEXAS

City Manager

UMB Bank, N.A. as Trustee

By: _____
Authorized Officer



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 6.

Meeting Date: 03/21/2022

Approved By: Robby Hefton, City Manager

Caption:

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

Issue:

A Public Private Partnership Agreement by and among the City of Sherman, Texas and CFP Sherman Hospital, LLC and Community Hospital Corporation

Background:

In cooperation with IVY P3 GROUP, LLC (IVY), a Texas limited liability company, CFP SHERMAN HOSPITAL, LLC (CFP), an Arizona nonprofit limited liability company, proposes to develop, design and construct an estimated 80-bed acute care hospital and site amenities in the Crossroads Development area north of West Travis Street and west of U.S. Highway 75. This hospital will serve Sherman and the surrounding communities.

Through this Agreement, the CITY OF SHERMAN along with CFP (and Community Hospital Corporation (CHC) in a limited role) desire to set forth the terms under which CFP, with the assistance of a Development Consultant, a Project Manager and CHC, will provide services related to the acquisition of the ground-lease interest in the property, the construction and operation of the Hospital, the sources of bond financing, underwriting and economic support for the Hospital Improvements and the general design specifications of the Hospital Improvements for the benefit of the City and its residents. The pre-development phase is nearing completion and is expected to be completed by 2Q 2022. Upon successful completion of the pre-development phase, CFP would issue bonds to be used for the construction of the facilities and would retain ownership of the facilities throughout the duration of the project. A portion of the bond proceeds will be used to repay the City for its loan to CFP, which will bear an annual interest rate of five percent (5%).

Origination:

City Manager's Office

Financial Consideration:

The City's participation in this project will be limited to an initial cash contribution of between \$525,000 and \$737,500 in the form of a non-recourse loan to CFP, repayable when the construction bonds are issued by CFP. The City's final contribution is dependent upon total final pre-development costs. There is no additional financial obligation related to this Agreement. When the hospital project is completed, it is expected to generate over \$1.1 million annually in incremental property tax and utility revenues to the City.

Staff Recommendation:

Staff recommends approval and acceptance of the Public Private Partnership Agreement

Alternatives:

As directed by City Council

Attachments

Resolution No. 6863
Agreement

RESOLUTION NO. 6863

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; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

NOW, THEREFORE, 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 Public Private Partnership Agreement by and between the City of Sherman, CFP Sherman Hospital, LLC and Community Hospital, in accordance with all contract documents to be 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 21st day of March, 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**

Draft Dated: March 16, 2022 (B&F)

PUBLIC PRIVATE PARTNERSHIP AGREEMENT

By and Between

CITY OF SHERMAN, TEXAS

and

CFP SHERMAN HOSPITAL, LLC

Dated: _____, 2022

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PUBLIC PRIVATE PARTNERSHIP AGREEMENT

THIS AGREEMENT, made effective as of the ____ day of _____, 2022 (the "Effective Date"), by and between the City of Sherman, Texas (hereinafter referred to as the "**City**"), and having its principal office at 220 Mulberry Street, Sherman, Texas 75090, and CFP Sherman Hospital, LLC, an Arizona limited liability company (hereinafter referred to as the "**Company**"), whose sole member is Community Facility Public Private Partnerships, a Minnesota nonprofit corporation and a qualified tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, having its principal office at 601 Carlson Parkway, Minnetonka, Minnesota 55305. Community Hospital Corporation, a Texas nonprofit corporation and a qualified tax-exempt charitable organization under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, having its principal office at 7950 Legacy Drive, Suite 1000, Plano, Texas 75024 ("**CHC**") is joining in this Agreement solely for purposes of Section 11.17 hereof.

WITNESSETH:

WHEREAS, the City is a home-rule municipality under the laws of the State of Texas, and has the powers and authority to transact its business and exercise its powers to provide hospital, clinic and related health care facilities for the benefit of its citizens, as provided herein pursuant to Tex. Local Gov't Code Chapter 9, *et seq.* (the "**Act**") and Texas Home Rule Charter, City of Sherman (Feb. 20, 1973, as amended from time to time, most recently November 18, 2019) (the "**Charter**"); and

WHEREAS, the Company is an Arizona limited liability company whose sole member is a tax-exempt charitable organization under Section 501(c)(3) of the Code (as hereunder defined) whose charitable purpose is to acquire, construct, develop, own, improve, operate, manage, lease, sell, convey, mortgage, encumber, finance, and refinance multi-purpose sports facilities, educational facilities, administrative facilities, and community public facilities, including hospitals, clinics and health care facilities, to be used by and for the benefit of or to lessen the burdens of governmental entities, schools and school districts, colleges and universities, and other organizations that qualify as tax-exempt organizations under Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, pursuant to and in accordance with the purposes of the Act and the Charter, the City had entered into a Master Development Agreement, dated January 4, 2021 (as amended to the date hereof, the "**Master Development Agreement**") with Crossroads Hospital Development LLC (the "**Development Consultant**"), Ivy Hotel Group, LLC (the "**Project Manager**") and the Company to participate with the Company, the Project Manager and the Development Consultant in the development, design and construction of an estimated 80-bed acute care hospital and appropriate site amenities (the "**Hospital Improvements**") located on an approximately 16.8 acre tract of land located in the City to be acquired by the Company from the landowner (the "**Project**"); and

WHEREAS, the Company, the City, the Project Manager and the Development Consultant participated as a members of a team that entered into a Predevelopment Loan Agreement, dated January 4, 2021 (as amended to the date hereof, the "**Predevelopment Loan**");

Agreement”), consisting of the Project Manager as master development manager; the Company as Development Consultant/owner/operator of the Hospital Improvements for the benefit of the City; E4H Architecture (“**E4H**”) as architects and designers of the Hospital Improvements; AP Gulf States, Inc. (“**Design Builder**”) as design-builder of the Hospital Improvements; and certain other professional service providers and consultants, all as more fully described in the Predevelopment Loan Agreement (all of the foregoing collectively referred to as the “**Design-Build Team**”); and

WHEREAS, the Master Development Agreement included a form of Real Estate Purchase Agreement (the “**Purchase Agreement**”), attached hereto as Exhibit A, which generally described the proposed approximately 16.8 acre tract of land located in the City as the location of the Hospital Improvements; and

WHEREAS, the City Council on January 4, 2021 approved and accepted the proposal of the Design-Build Team and authorized and directed the City’s staff, attorneys and other consultants to negotiate the necessary agreements for the development of the Project; and

WHEREAS, the City Council on November 15, 2021 approved a resolution to authorize the extension of the Master Development Agreement and the Predevelopment Loan Agreement to April 30, 2022; and

WHEREAS, the City Council on _____, 2022 approved a resolution to authorize certain amendments to the Master Development Agreement and the Preliminary Loan Agreement and the extension of the Master Development Agreement and the Preliminary Loan Agreement to _____, 2022; and

WHEREAS, the Company and the Development Consultant propose to enter into a Development Consultant Agreement (the “**Development Consultant Agreement**”) to provide the terms under which the Development Consultant will provide development services to the Project, and the Company and the Project Manager propose to enter into a Project Manager Agreement (the “**Project Manager Agreement**”) pursuant to which the Project Manager will serve as master project manager for the development of the Project; and

WHEREAS, the Company and Community Hospital Consulting, Inc., (“**CHC Consulting**”), an affiliate of CHC, have entered into a Hospital Management Agreement (Sherman Hospital) (as amended, the “**Management Agreement**”) to manage the operations of the Hospital Improvements at the Project, which will further the governmental purposes of the City and the charitable purposes of Community Hospital Corporation by providing acute care medical services to the citizens of Sherman, Texas and the surrounding areas; and

WHEREAS, the City has determined that it is in the best interests and public purposes of the City in accordance with the Act and the Charter to enter into this Agreement and work with the Company to provide the Hospital Improvements to lessen the governmental burdens of the City and to provide for the health, safety and welfare of the citizens of Sherman, Texas and the surrounding areas; and

WHEREAS, the Company proposes to proceed under the terms of this Agreement to provide specified professional services required to be furnished by the Design-Build Team with

respect to the general design and plans and specifications of and to obtain a Standard Form of Agreement between Owner and Design-Builder – Cost Plus a Fee with a Guaranteed Maximum Price, DBIA Forms 530 and 535 for the Hospital Improvements and to provide other professional service providers with respect to the legal and financing structure, the sources of funding for, and the financial feasibility of the Project; and

WHEREAS, the City is authorized to enter into this Agreement to cooperate with and assist the Company in providing for certain services described herein required for the development, financing, construction and operation of the Hospital Improvements; and

WHEREAS, the City, the Company and CHC desire to enter into this Agreement to set forth the terms under which the Company, with the assistance of the Development Consultant, the Project Manager and CHC Consulting, will provide services related to the acquisition of the real property comprising the Project and the construction and operation of the Hospital Improvements, the sources of bond financing, underwriting and economic support for the Hospital Improvements and the general design specifications of the Hospital Improvements for the benefit of the City and its residents, all in accordance with the terms and conditions of the Preliminary Term Sheet attached hereto as Exhibit D (the “**Term Sheet**”) provided by RBC Capital Markets and Stephens, Inc. (the “**Underwriters**”):

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I SCOPE OF SERVICES

Section 1.1. Services Rendered by Company. Company agrees to perform (or, to the extent the services are to be provided by the Design-Build Team to cause the appropriate member of the Design-Build Team to perform) the services set forth in Article III to this Agreement (“**Services**”). Company and the City shall cooperate with each other and with CHC Consulting and with any other attorneys, consultants or contractors providing services to the Design-Build Team as needed in the Company’s performance of such Services. The parties agree that City has no obligation to perform any of the Services under this Agreement.

Section 1.2. Standard of Care. Company hereby represents and warrants that each person providing the Services, including the Company and each member of the Design-Build Team, has the requisite skills and expertise necessary to perform the Services described herein. Accordingly, Company and each such person shall be obligated to perform the Services with the same degree of care, skill and diligence as would be ordinarily exercised by a competent practitioner of the same profession in which such person is engaged in providing similar services in major United States metropolitan areas under the same or similar circumstances.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City represents and warrants that:

- A. the City has the legal authority to enter into this Agreement;
- B. the City has the authority to execute this Agreement;

C. but for the assistance from the Company and its Design-Build Team, the City would not be able to undertake the development and operation of the Hospital Improvements for the benefit of the City and its residents, and the development and operation of the Hospital Improvements will lessen the governmental burdens of the City by providing for the health care needs of the residents of the City consistent with the provisions of the Act and the Charter; and

D. the City has read and fully understands the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition.

Section 2.2. Representations and Warranties of the Company. The Company represents and warrants that:

A. the Company, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement and, as such, this Agreement is legally binding upon and enforceable against Company in accordance with its terms;

B. the Company is not under any obligation to any other party that would be inconsistent with or in conflict with this Agreement or that would prevent, limit or impair in any way its performance of any obligations hereunder;

C. the Company and each person selected by the Company to perform Services in connection with the Development has the requisite expertise, qualifications, staff, materials and equipment in place and available to enable it to fully perform the Services and Company and such third persons, along with their respective employees, as required, and all sub-contractors, if any and as required, possess all necessary permits, licenses, consents, registrations and/or certifications required under federal, state and/or local law to perform the Services;

D. the Company is entering into this Agreement consistent with the terms of the Predevelopment Loan Agreement and the Master Development Agreement to lessen the governmental burdens of the City by undertaking the development and operation of the Hospital Improvements to provide for the health, safety and welfare needs of the residents of the City consistent with the provisions of the Act and the Charter, and consistent with the charitable purposes of the sole member of the Company as a qualified tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; and

E. the Company has read and fully understands the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition.

Section 2.3. Reliance on Representations, Warranties and Covenants. All representations, warranties, covenants and agreements made in this Agreement are intended to be material and shall be conclusively deemed to have been relied upon by the receiving party.

ARTICLE III SCOPE OF DEVELOPMENT SERVICES

Section 3.1. General. Company agrees to provide and cause the service providers selected by the Company, including the Development Consultant, the Project Manager and the Design-Build Team, to provide for the benefit of the City and its residents a complete, turn-key array of Services required to plan, finance, construct, equip operate and maintain the Hospital Improvements.

Section 3.2. Phased Development Services. The Services to be performed hereunder will be rendered and paid for in discrete phases, defined and designated below in this Section 3.2. The execution of this Agreement constitutes the City's authorization for the Company to perform the Services on behalf of and for the benefit of the City, and the City agrees to cooperate with and assist the Company and the Design-Build Team in the timely review of and action on the Hospital Improvements for purposes of all applicable City planning, zoning, permitting and inspections.

A. Phase 1 Services. The Phase 1 Services are sometimes referred to as the Pre-Development Services, and generally consist of Services required to be performed prior to the preparation of final plans and specifications for construction of the Hospital Improvements. Phase 1 Services consist of (i) confirming the programmatic scope of the Hospital Improvements, (ii) preparation of a Purchase and Sale Agreement to provide the site for the Hospital Improvements and a comprehensive Standard Form of Agreement Between Owner and Design-Builder – Cost Plus a Fee with a Guaranteed Maximum Price, DBIA Forms 530 and 535, to provide the cost to design, construct and equip the Hospital Improvements to full completion and ready for occupancy, (iii) describing and identifying sources of financing for the Development, (iv) determining how the Development can be financed with the proceeds of Bonds (defined below). The parties approve of and agree that the Company or the Project Manager will engage the Design-Build Team to assist in performing Phase I Services.

B. Phase 2 Services. The Phase 2 Services are sometimes referred to as Design, Pre-Construction and Financing Services, and generally consist of Services that will be performed prior to the commencement of any construction activities. As a part of Phase 2 Services the Company shall cause the appropriate member of the Design-Build Team to prepare a complete set of plans and specifications for construction of the Hospital Improvements. The Company contemplates that it will finance the expenses of construction and equipping of the Hospital Improvements with funds available from the sale of Bonds (as defined below), which will be secured by the revenues derived from the operations of the Hospital Improvements and will not constitute a debt, liability or obligation of the City. As part of its Services, the Company will identify, source, manage and coordinate the full financing of the Hospital Improvements with the assistance of the Underwriter and the Issuer, as described below.

The Company, with the assistance of the Project Manager, has proposed a Pro Forma Financial Plan (in the form attached hereto as Exhibit B) and a Development Schedule (in the form attached hereto as Exhibit C) for the projected sources of funding available to pay the costs of the Hospital Improvements and the schedule for the construction of the Hospital Improvements. The City agrees to cooperate with and assist the Company in obtaining such funding sources as may reasonably be available to pay the costs of the Hospital Improvements. It is currently anticipated that these sources of funding may include, but are not limited to, Hospital Revenue Bonds (the “Bonds”) to be issued by the Phoenix Industrial Development Authority (the “Issuer”) in one or more tax-exempt or taxable series, such Bonds to be payable from the revenues generated by the operations of the Hospital Improvements by the Company and any amounts payable by the City pursuant to the terms of the Replenishment Agreement with respect to the Series 2022C Bonds from the City to the Trustee for the Series 2022C Bonds. Notwithstanding any statement to the contrary in this Agreement, the parties agree that City has no obligation to provide funding, financing or other financial assistance of any kind in connection with the Project other than as set forth in the Replenishment Agreement.

- a. Bond Financing. In coordination with the completion of the Phase 2 Services, Company, with the assistance of the Project Manager and consistent with the provisions of the Term Sheet from the Underwriters, negotiate the final terms of the Bonds, the master indenture of trust, the first supplemental indenture of trust, the loan agreement, ground lease agreement, ground lease deed of trust, disbursing agreement, security agreement, pledge agreement and other documents as may be required in connection with the issuance of the Bonds (collectively, the “**Bond Financing Documents**”) under which the Bonds will be issued, subject in all events to the prior written approval of the City.
- b. In furtherance of its duties to assist in obtaining the financing for the Development, the Company, with the assistance of the Project Manager, shall: (i) make all necessary applications to the Issuer to request the issuance of the Bonds; (ii) cooperate with and assist the firm of nationally recognized Bond Counsel, selected by the Company and approved by the Issuer, to prepare the necessary Bond Financing Documents and give the approving opinion of Bond Counsel as to the tax-exempt status of the applicable Bonds; (iii) submit the Bonds and the Development for approval by the Issuer in accordance with applicable law; (iv) have its representatives attend any public hearings, committee meetings, and conferences with staff as may be necessary and appropriate to obtain the passage of the resolutions or other official actions of the Issuer required for the issuance of the Bonds; and (v) engage all necessary third party professionals including, but

not limited to, title insurance providers, surveyors, environmental assessment companies, inspectors, appraisers, attorneys, accountants and others as may be required for the issuance of the Bonds.

C. Phase 3 Services. The Phase 3 Services are sometimes referred to as Construction Management Services, to include construction management and oversight services by the Company with the assistance of the Project Manager. Upon the completion of the Phase 1 Services the Company will have provided one or more forms of Guaranteed Maximum Price Construction Contracts to provide for the construction of the Hospital Improvements. Upon the completion of the Phase 2 Services the Company will have entered into the Bond Financing Documents, the Guaranteed Maximum Price Construction Contract, the Purchase Agreement for the site of the Hospital Improvements, and such other contracts, agreements and engagements as may be required for the construction of the Hospital Improvements. The Construction Management Services provided by the Company (with the assistance of the Project Manager) in connection with the Phase 3 Services will be as set forth in the agreements entered into at the time of issuance of the Bonds and will include the following:

1. Management and oversight of the Guaranteed Maximum Price Construction Contract;
2. Value engineering during the course of construction;
3. Submission and application of construction draw requests in accordance with the Bond Financing Documents;
4. Negotiation and processing of change orders;
5. Compliance with all City building codes and inspection and health-safety requirements;
6. Application, with the assistance of CHC Consulting as the Company's health care planning and operations consultant, for and obtaining all permits, certificates, or approvals required for occupancy and operation of the Hospital Improvements; and
7. Upon completion of the Hospital Improvements and the receipt of the approvals of all regulatory bodies necessary for the operations of the Hospital Improvements, the Company shall own the Hospital Improvements and CHC Consulting shall manage and operate the Hospital Improvements pursuant to the terms of the Management Agreement for the benefit of the City and its residents and the residents of the surrounding areas, consistent with the charitable purposes of Community Hospital Corporation.

Section 3.3. Covenants Running with the Land. Upon the acquisition of the real property comprising the Project and the issuance of the Series 2022 Bonds, the Company shall

execute and record an instrument which shall encumber the real property comprising the Project with the restrictions and covenants set forth Section 8 of the Master Development Agreement.

ARTICLE IV TERM

Section 4.1. Term. This Agreement shall commence on the Effective Date and shall continue until the earlier of: (i) the acquisition of the Hospital Improvements by the City in accordance with the Master Development Agreement, (ii) the payment of all amounts due with respect to the Bonds, or (iii) the termination of this Agreement by either party as provided herein or by law.

ARTICLE V NON-DISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

Section 5.1. Company Shall Not Discriminate. In the performance of this Agreement, Company agrees not to discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status against:

A. Any employee of the City or any Company employee working with Company in any of Company's operations involving the Development, or;

B. Any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Company. Company agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, and Texas Labor Code, Chapter 21.

Section 5.2. Equal Employment Opportunity. Company further agrees not to discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status against any applicant for employment with Company. Further, Company agrees to take affirmative action to ensure that that the applicants are considered for employment and that employees are treated during employment without unlawful regard to such person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status. Such action shall include, without limitation, the following areas: employment, promotion, demotion, transfer or layoff; recruitment or recruitment compensation; and selection for training. Company agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Further, Company agrees all solicitations or advertisements for employees placed by or on behalf of Company shall state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

Section 5.3. Service Providers/Subcontractors. Company shall incorporate by reference in all subcontracts and other agreements with persons engaged to provide services in connection with the Development the provisions of this Article and shall require all such subcontractors and service providers to comply with such provisions. Company's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

Section 5.4. Certifications Required by Texas Law. In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), the Company certifies that it does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), the Company certifies that it does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), the Company certifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms in this Section have the meanings ascribed to them in the referenced statutes if defined therein.

ARTICLE VI INDEMNIFICATION

Section 6.1. Duty to Indemnify the City Against Loss. To the fullest extent permitted by law, Company shall protect, defend, indemnify and hold harmless the City, its elected officials and employees (collectively, the “**Indemnified Parties**”) from and against all claims, actions, liabilities, losses (including, without limitation, economic losses) and costs, arising out of or related to a breach or default by Company of its obligations under this Agreement or the negligent, grossly negligent, unlawful or intentionally wrongful act or omission of Company or its officers, directors, employees, agents or contractors in connection with the development, financing, construction and operation of the Hospital Improvements, the Services or the Project. In its sole discretion, City shall have the right to approve or select defense counsel to be retained by Company 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 Company's obligation to defend City or as a waiver of owner's obligation to indemnify City pursuant to this Agreement. Company shall retain City-approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this agreement. If Company fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all costs incurred by City. The rights and obligations created by this section shall survive the termination or expiration of this Agreement.

Section 6.2. Limit on Duty to Indemnify. Notwithstanding anything to the contrary herein, Company shall not be required to indemnify the Indemnified Parties to the extent of their fault for any loss that results from the negligence or breach of contract under this Agreement of any of the Indemnified Parties.

ARTICLE VII INDEPENDENT CONTRACTOR STATUS

Section 7.1. Independent Company Status. Company shall not be deemed an employee, servant, agent, partner or joint venturer of the City. The Company agrees that it shall not hold itself or any of its employees, subcontractors or agents to be an employee, partner or agent of the City. Further, the Company acknowledges and agrees that, as an independent contractor, neither the Company nor any of its employees shall be entitled to receive any benefits that employees of the City are entitled to receive, including, without limitation, workers' compensation coverage, unemployment compensation coverage, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

Section 7.2. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, 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.

ARTICLE VIII RETENTION, ACCESS AND OWNERSHIP OF RECORDS

Section 8.1. Retention. Company agrees to keep all business records related to, or arising out of, this Agreement as would be kept by a reasonably prudent practitioner of Company's profession for a period of either at least two (2) years after the termination of this Agreement or for the duration required under Tex. Loc. Gov't Code § 84.902 or other applicable record retention requirements under Texas law, whichever is longer. Company agrees to maintain all accounting records in accordance with generally accepted principles and practices and will ensure that all confidential data entrusted to or obtained by Company in the performance of the Services will remain secure. Company further agrees to notify the City or its successor prior to the destruction of any such records by Company and to provide the City or its successor with copies of any such records as may be requested by the City or its successor.

ARTICLE IX INSURANCE

During Phase 3 of this Agreement and thereafter, the Company shall, at all times, maintain insurance in accordance with the requirements of the Bond Financing Documents.

ARTICLE X NOTICE

Section 10.1. Notice Addresses. Any notice, demand, communication or request required or permitted hereunder shall be in writing and delivered in person or by certified mail, return receipt requested as follows:

A. in the case of the City, addressed to or delivered personally to the City of Sherman, 220 W. Mulberry Street, Sherman, TX 75090, Attention: City Manager; with a copy

to Abernathy, Roeder, Boyd & Hullett, P.C., Attention: Ryan D. Pittman, 1700 Redbud Blvd., Suite 300, McKinney, Texas 75069; and

B. in the case of the Company, addressed to or delivered personally to the Company at CFP Sherman Hospital, LLC, c/o Community Facility Public Private Partnerships, 601 Carlson Parkway, Suite 1050, Minnetonka Minnesota 55305; with a copy to Ivy P3 Group, LLC, 4300 MacArthur Avenue, Suite 175, Dallas, Texas 75209 Attention Robert Colombo; and with a copy to Daniel R. Nelson, Best & Flanagan LLP, 60 South Sixth Street, Suite 2700, Minneapolis, Minnesota 55402.

C. In the case of CHC, addressed to or delivered personally to CHC at Community Hospital Corporation, 7950 Legacy Drive, Suite 1000, Plano, Texas 75024, Attention: President.

Section 10.2. Notice Effective Dates. Notices shall be effective when received by each of the above-referenced individuals at the addresses specified above. Each party shall be responsible for notifying the other in writing of any changes in the respective addresses set forth above.

Section 10.3. Routine Communications. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and the Company.

ARTICLE XI GENERAL PROVISIONS

Section 11.1. No Assignment Without Consent. This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party.

Section 11.2. Conflict of Interest. Company agrees to decline any offer of work, whether as an independent contractor or employee, if such work would:

A. Affect Company's independent professional judgment with respect to its performance of the Services; or

B. In any way interfere with Company's ability to discharge any of its obligations under this Agreement. The initial determination of whether any offer of work would present such a conflict of interest shall rest with Company. However, Company shall be obligated to notify the City and provide full disclosure as to any possible adverse effects of such work as it relates to Company's independent professional judgment or the discharge of any of its obligations under this Agreement. Final decision as to whether any such work proposes a prohibited conflict of interest shall rest with the City.

Section 11.3. Non-Recourse Obligations of the Company. The City acknowledges and agrees that the Company is a limited liability company formed for the sole purpose of assisting in the design, construction and financing of the Project for the benefit of and to lessen the governmental burdens of the City, and that the Company will have no funds or assets other

than its interests in the Hospital Improvements for the payment or performance of the Company's obligations and duties under this Agreement or with respect to the Project.

Section 11.4. Severability. The parties hereto intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, if a court of competent jurisdiction finds any provision to be unenforceable as written, the parties intend and desire that the court will reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court finds such provision to be illegal and not subject to reformation, such provision shall be fully severable. In such event, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

Section 11.5. Schedules and Exhibits. All Schedules and Exhibits attached hereto shall be and hereby are incorporated into this Agreement as if fully rewritten herein.

Section 11.6. Rules of Construction. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Whenever herein the singular number is used, the same shall include the plural, where appropriate, and neutral words and words of any gender shall include the neutral and other gender, where appropriate. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved in favor of or against the City or Company on the basis of which party drafted the uncertain or ambiguous language. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

Section 11.7. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

Section 11.8. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the Company, CHC, the Project Manager and the City, and the Company, CHC and the City expressly disclaim any intent to benefit anyone not a party hereto, other than the Project Manager.

Section 11.9. Time is of the Essence. The City, CHC and the Company each acknowledge and agree that time is of the essence in the performance of this Agreement.

Section 11.10. Non-Exclusive. This Agreement shall be non-exclusive. Accordingly, subject to Section 11.2, Company and CHC shall be free to provide services to other clients, and City shall be free to engage the services of other contractors unrelated to the Project.

Section 11.11. Prohibition Against Financial Interest in Agreement. No elected official or employee of City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child or parent of any elected official or employee of City shall be deemed to be a financial interest of such elected official or employee of City.

Section 11.12. Remedies Cumulative. No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

Section 11.13. Complete Agreement. Company specifically acknowledges that in entering into and accepting this Agreement, Company relies solely upon the representations and agreements contained in this Agreement and no others. This Agreement supersedes and replaces any and all prior agreements, negotiations and discussions between the parties hereto with regard to the terms, obligations and conditions herein.

Section 11.14. Representatives Not Individually Liable. No member, official, or employee of either party shall be personally liable to the other party, or any successor in interest, in the event of any default or breach or on any obligations under the terms of the Agreement.

Section 11.16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.17. Representation on Company Board of Governors. The affairs, policies and practices of the Company shall be governed by a Board of Governors as its governing body. In order to provide for the efficient and cooperative operation and management of the Hospital Improvements, subject to the general provisions of the Company's Operating Agreement, the Company agrees that, upon the completion of the construction and equipping of the Hospital Improvements and thereafter at all times while the Bonds to finance the Project remain outstanding, the City shall have the right to designate the greater of one voting Governor/board member or the amount of Governors/board members constituting twenty (20) percent of the total number of voting Governors/board members for appointment to the minimum five person Board of Governors of the Company, and at all times while the Management Agreement is in force and effect CHC shall have the right to designate one Governor for appointment to the minimum five person Board of Governors of the Company; provided that the Management Agreement and the Operating Agreement of the Company shall at all times comply with the requirements of Revenue Procedure 2017-13 and at no time shall CHC have control over more than twenty percent (20%) of the voting power of the Board of Governors of the Company.

IN WITNESS WHEREOF, the City and the Company have each caused this Agreement to be duly executed in its name and behalf on the dates set forth below to be effective as of the Effective Date.

CITY OF SHERMAN, TEXAS

By _____
Robby Hefton, City Manager
Date _____

ATTEST:

By _____
Linda Ashby, City Clerk

APPROVED AS TO FORM:

By _____
Abernathy Roeder Boyd Hullett, P.C.
Ryan D. Pittman, City Attorney

Signature page of the City of Sherman, Texas to
Public Private Partnership Agreement

CFP SHERMAN HOSPITAL, LLC

By_____

Name_____

Its_____

Date:

Signature page of the CFP Sherman Hospital, LLC to
Public Private Partnership Agreement

JOINDER OF COMMUNITY HOSPITAL CORPORATION

Community Hospital Corporation has joined in this Agreement and caused it to be duly executed in its own behalf solely for purposes of Section 11.17 hereof.

COMMUNITY HOSPITAL CORPORATION

By_____

Name_____

Its_____

Date:

#6444226_6

Signature page of the Community Hospital Corporation to
Public Private Partnership Agreement

EXHIBIT A

Real Estate Purchase Agreement

Real Estate Purchase Agreement

This Real Estate Purchase Agreement (this "Agreement") is made and entered into as of the _____ day of March, 2022 (the "Effective Date") by and between Heritage Development Partners LLC, a Texas limited liability company ("Seller"), and CFP Sherman Hospital, LLC, [an Arizona limited liability company], and its permitted assigns ("Buyer").

Recitals

A. Seller is the owner of that certain real property containing approximately 16.7938 acres of land, located West of US 75 and North of Medical Drive, Sherman, Texas, and as more particularly described on the attached Exhibit A.

B. Upon the terms and conditions of this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Property and all easements, hereditaments, air rights, rights of way, licenses, and other rights benefiting or appurtenant to the Property ("Property").

C. Buyer plans to develop an 80 bed, 160,000 square foot acute care hospital on the Property (the "Project").

D. The Buyer will cause the issuance of revenue bonds by the Phoenix Industrial Development Authority in one or more series from time to time in the aggregate estimated amount not to exceed \$260,000,000 (the "Project Financing"). As part of the Project Financing the Buyer will cause to be issued Series B Subordinated Bonds in an amount at least equal to the Purchase Price and related expenses as provided herein (the "Series B Project Bonds").

E. Seller is willing to sell the Property to Buyer, and Buyer is willing to purchase the Property, each on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the following terms and conditions, the parties agree as follows:

1. Sale and Purchase. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, upon the terms and conditions set forth herein, the Property.

2. Purchase Price, Earnest Money.

(a) Purchase Price. The purchase price to be paid by Buyer to Seller for the Property is **\$10,975,000.00** (the "Purchase Price"). The Purchase Price shall be paid by providing Seller with Series B Project Bonds in an amount to be determined and cash in an amount to be determined. Seller agrees to take at least 50% of the Purchase Price in Series B Project Bonds but can increase that percentage, at Seller's option.

(b) Title Company. The Title Company to serve as escrow agent for this Contract is (the "Title Company"): Chicago Title Company, 3100 Monticello, Suite 800, Dallas, TX 75205, Attention: Kristi Covey, Commercial Closing Attorney; kristi.Covey@ctt.com; (972) 764-1456.

(c) Earnest Money. Within three Business Days after the effective date, Buyer shall deliver an earnest money deposit in the amount of \$10,000.00 (the "Earnest Money") payable to the Title Company, in its capacity as escrow agent, to be held in escrow pursuant to the terms of this Contract. Seller's acceptance of this Contract is expressly conditioned upon Buyer's timely

deposit of the Earnest Money with the Title Company. If Buyer fails to timely deposit the Earnest Money with the Title Company, then Seller may, at Seller's option, terminate this Contract by delivering a written termination notice to Buyer at any time until Buyer deposits the Earnest Money with the Title Company.

3. Buyer's Feasibility Condition.

(a) Feasibility Period. Subject to extensions provided herein, Buyer shall have a period commencing on the Effective Date and ending at 5:00 p.m. Central Standard Time on April 20, 2022 (as may be extended as provided herein, the "Feasibility Period"), to determine, in Buyer's sole and absolute discretion, if Buyer, is satisfied (i) with its examination and analysis of the Property Documents; (ii) with the condition of the Property, including, without limitation, the results of and matters disclosed by any Inspections; (iii) with all the Project Approvals, upon terms and conditions acceptable to Buyer, subject, however, to Seller's approval rights, as set forth herein; (iv) with all the Project Financing, including issuance of the Series B Project Bonds, upon terms and conditions acceptable to Buyer; and (v) that the Property otherwise meets Buyer's requirements and that the Project is otherwise feasible. Buyer's obligation to purchase the Property hereunder is expressly conditioned upon Buyer's satisfaction with the foregoing matters on or before the expiration of the Feasibility Period, as may be extended as provided herein (collectively, "Buyer's Feasibility Condition"). Buyer may waive Buyer's Feasibility Condition or terminate this Agreement for failure of Buyer's Feasibility Condition in accordance with Section 3(c).

(b) Feasibility Period Extensions.

(i) First Extension. Buyer shall have the right to extend the Feasibility Period for a period of up to **60 days** (the "First Extension") by delivering notice to Seller of Buyer's exercise of the First Extension on or before expiration of the Feasibility Period.

(ii) Second Extension. If Buyer has properly exercised the First Extension, then Buyer shall have the right to extend the Feasibility Period for a second period of up to **60 days** (the "Second Extension") by delivering notice to Seller of Buyer's exercise of the Second Extension on or before the expiration of the Feasibility Period, as extended by the First Extension.

(c) Satisfaction of Buyer's Feasibility Condition; Buyer's Termination Right. If Buyer's Feasibility Condition has not been satisfied or waived by Buyer on or before the expiration of the Feasibility Period, then Buyer shall have the right to terminate this Agreement at any time before the expiration of the Feasibility Period for failure of Buyer's Feasibility Condition by delivering notice of such termination to Seller and the Title Company. Upon Seller's receipt of such termination notice from Buyer, this Agreement shall terminate and be of no further force or effect without the need for any further documentation or approval by Seller, and neither Seller nor Buyer shall have any further rights or obligations under this Agreement, except for those obligations provided for herein which expressly survive termination of this Agreement. If Buyer fails to provide written notice of termination of this Agreement prior to the expiration of the Feasibility Period, then Buyer shall be deemed to have elected to waive Buyer's Feasibility Condition and proceed to Closing, subject to the other terms and conditions of this Agreement.

4. Inspection of Property Documents and Property

(a) Property Documents. Seller shall deliver or make available to Buyer copies of the documents referenced in Exhibit B if existing, and if in Seller's possession or control (collectively,

the "Property Documents") within five (5) business days after the Effective Date. Seller makes no representations or warranties of any kind regarding the accuracy or completeness of the information included or the conclusions or statements expressed in any of the Property Documents furnished to Buyer by Seller. Buyer waives any and all claims against Seller arising out of the accuracy or completeness of the information included or the conclusions or statements expressed in the Property Documents so furnished and any and all claims arising out of any duty of Seller to provide Buyer with any updates or changes to the Property Documents. If this Agreement is terminated or cancelled for any reason, all of the Property Documents, as well as all copies made by Buyer or any of its legal counsel, lender, equity investors, consultants and agents and all notes or other tangible or intangible records relating thereto shall be returned to Seller. This Section shall survive the termination or cancellation of this Agreement.

(b) Right of Inspection. Buyer shall have a limited license to examine the Property Documents and make a physical inspection of the Property during the Feasibility Period, so long as this Agreement has not been terminated. In this regard, Buyer and its authorized employees, agents, contractors and representatives (collectively, "Buyer Representatives") shall be entitled to enter upon the Property during normal business hours and upon not less than one (1) business days' notice to Seller or its designated agents (which may be delivered via email) for the purpose of conducting such non-invasive tests, studies, audits and investigations of the Property as Buyer may reasonably desire (collectively, "Inspections"). Buyer shall pay all costs and expenses of all Inspections. Notwithstanding anything herein to the contrary, Buyer shall not perform soil tests, asbestos or lead tests, or perform tests of a similarly intrusive nature without the prior written consent of Seller, such consent not to be unreasonably withheld.

5. Project Development.

(a) Generally. Commencing the Effective Date, Buyer shall, proceeding with all reasonable diligence, use commercially reasonable efforts to obtain all governmental land use approvals and entitlements necessary to develop the Project (the "Project Approvals"). The Project Approvals shall include all land use approvals, entitlements, zoning designations, and platting, required for the development and construction of the Project.

(b) Project Plans. Buyer will keep Seller reasonably informed about Buyer's progress in obtaining the Project Approvals, including providing Seller periodic email updates and presentations, at intervals reasonably requested by Seller.

(c) Project Financing. Commencing no later than promptly following the Effective Date, Buyer shall, proceeding with all reasonable diligence, use commercially reasonable efforts to evaluate, pursue, apply for, and secure all the Project Financing necessary for the acquisition, and construction of the Project.

6. Closing.

(a) Closing Date.

(i) Closing Date. The closing of the purchase and sale of the Property contemplated by this Agreement (the "Closing") will occur on a date that is 10 days after the earlier to occur of (i) the expiration of the Feasibility Period or (ii) Buyer's earlier waiver of Buyer's Feasibility Condition. Buyer may accelerate the Closing by providing Seller at least 10 days' prior notice of Buyer's desired earlier Closing Date.

(b) Seller's Closing Deliveries. At Closing (except as expressly provided below), Seller shall execute and/or deliver to Buyer the following:

(i) Deed. A special warranty deed (a "Deed") conveying fee simple title to the Property to Buyer, free and clear of all encumbrances, except the Permitted Encumbrances.

(ii) Seller Authority Documents. A written resolution or other authorization from Seller, authorizing and approving Seller to complete the Closing.

(iii) Seller's Affidavit. An affidavit by seller indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens, or bankruptcies against or involving Seller or the applicable portion of the Property; that there has been no skill, labor, or material furnished to the applicable portion of the Property for which payment has not been made or for which mechanics' liens could be filed; and that there are no unrecorded interests in the applicable portion of the Property.

(iv) FIRPTA Affidavit. A non-foreign affidavit, properly executed and in recordable form, containing such information as is required by Internal Revenue Code Section 1445(b)(2) and its regulations.

(v) IRS Reporting Form. The appropriate federal income tax reporting form, if any is required.

(vi) Settlement Statement. A Closing settlement statement reflecting the financial provisions of the Closing, consistent with the provisions of this Agreement ("Settlement Statement").

(vii) Possession. Exclusive possession of the Property to Buyer, subject only to the Permitted Encumbrances.

(viii) Representations. A certificate by Seller that all representations and warranties are true and correct as of the Closing Date.

(ix) Other Documents. Such other documents as may be reasonably required to consummate the sale and purchase contemplated hereby, which are not inconsistent with this Agreement.

(c) Buyer's Closing Deliveries. At each Closing (except as expressly provided below), Buyer will execute and/or deliver to Seller the following:

(i) Purchase Price. The Series B Project Bonds and [cash] in an aggregate amount equal to the Purchase Price.

(ii) Settlement Statement. Buyer's counterpart to the Settlement Statement.

(iii) Other Documents. Such other documents as may be reasonably required to consummate the sale and purchase contemplated hereby, which are not inconsistent with this Agreement.

(d) Prorations; Expenses. Seller and Buyer shall make the following prorations and allocations of taxes, assessments, rents, costs, and other expenses at each Closing:

(i) Title Insurance and Closing Fee. Buyer will pay all reasonable and customary closing fees or charges imposed by the Title Company. Buyer shall pay all costs of the Title Commitment (as defined below) and Buyer shall pay the premium costs for any Owner's or Lender's Title Policies it desires and any endorsements thereto.

(ii) Transfer Tax. Buyer shall pay all state deed transfer taxes due on each Deed to be delivered by Seller under this Agreement. Buyer shall pay all mortgage registration, recordation costs, or similar taxes payable in connection with Buyer's financing.

(iii) Recording Costs. Buyer shall pay the cost of recording any necessary documents to place record title in Seller in the condition required by this Agreement, including without limitation, the cost of recording the satisfaction of any existing Seller mortgage and any other document necessary to cure any Cure Items, if any. Buyer will pay the cost of recording the Deed and any instruments required in connection with the Project.

(iv) Real Estate Taxes and Special Assessments. All real estate taxes (based on the most recent assessed valuation by the Grayson County Appraisal District and the current tax rates of the applicable taxing authorities) and special assessments with respect to the applicable portion of the Property shall be prorated as of the Closing Date with Seller being obligated to pay all such real estate taxes and installments of special assessments due and payable with respect to the applicable portion of the Property to the Closing Date and any period prior to the Closing Date, and Buyer being obligated to pay any such real estate taxes and installments of special assessments due and payable with respect to the applicable portion of the Property after the Closing Date and through all subsequent periods. Seller warrants that there are no Rollback taxes due on the property.

(v) Income and Expenses. All income and expenses relating to or deriving from the applicable portion of the Property, if any, shall be prorated on a daily basis as of the Closing Date, including rental income, operating expenses, and utility charges, if any.

(vi) Proration Method. Unless otherwise stated herein, Buyer's and Seller's respective proration obligations shall be determined as follows, respectively, with respect: (i) Seller pays that part of expenses that have accrued on or before the Closing Date, (ii) Buyer pays that part of expenses that accrue after the Closing Date, (iii) Seller is entitled to that part of rental and other income that has accrued on or before the Closing Date, and (iv) Buyer is entitled to that part of rental and other income that accrues after the Closing Date.

(vii) Attorneys' Fees. Each of Seller and Buyer shall pay its own attorneys' fees in connection with the preparation and negotiation of this Agreement and each Closing. Additionally, Buyer shall pay Seller's attorney's fees related to sale of the Property pursuant to this Agreement not to exceed \$15,000.

(viii) Survival. The provisions of this Section 6 shall survive each Closing and shall not merge with the delivery of either Deed.

7. Title Matters. Title examination shall be conducted as follows:

(a) Seller's Title Evidence. No later than 7 business days after the Effective Date, Seller shall furnish Buyer with a commitment ("Title Commitment") for a TLTA Owner's Policy of Title Insurance ("Title Policy") committing to insure title to the Property in Buyer, subject only to the Permitted Encumbrances, in the amount of the Purchase Price and issued by the Title Company. As part of the Property Documents, Seller will deliver to Buyer a copy of Seller's most recent land survey of the Property, if any. At Buyer's sole cost, Buyer may obtain an updated land survey of the Property (the "Survey") and Seller will reasonably cooperate with the same, at no cost to Seller.

(b) Buyer's Objections. Within 5 business days after receiving the Title Commitment and the Survey, Buyer shall notify Seller in writing of any matters which render title in Seller as being unmarketable ("Objections"). Buyer's failure to make Objections within the applicable time period will constitute a waiver of Buyer's right to make Objections. Any item disclosed by the Title Commitment and/or the Survey and not objected to by Buyer shall be a "Permitted Encumbrance" hereunder.

(c) Cure Period. Seller shall advise Buyer in writing ("Cure Notice"), within 7 days after Buyer delivers written notice of any Objections, which (if any) of the Objections Seller is willing to cure (the "Cure Items"). Seller's failure to deliver a Cure Notice will be deemed Seller's election not to undertake any Cure Items. Seller will have until the date that is five (5) days before the Closing (the "Cure Period") to use commercially reasonable efforts to attempt to cure the Cure Items, if any, in Seller's sole discretion; provided, however, that Seller may pay monetary liens described in Section 8(e) out of proceeds from Closing on the Closing Date if they are not satisfied prior thereto or assumed by Buyer in accordance with this Agreement, and Seller shall otherwise have no obligation to cure any Objections except as provided in said Section 8(e). If Seller elects (or is deemed to have elected) not to undertake any Cure Items or the Cure Items are not cured within the Cure Period, Buyer may elect any of the following options by providing written notice thereof to Seller and to the Title Company:

(i) Terminate this Agreement within five (5) business days after the expiration of the Cure Period by written notice of such termination to Seller and upon receipt of such notice from Buyer, this Agreement shall automatically terminate and neither Seller nor Buyer shall have any further rights or obligations under this Agreement (except for any obligations that expressly survive the termination of this Agreement), and, if applicable, the Title Company shall promptly return the Earnest Money to Buyer; or

(ii) Waive the Objections and close the transaction contemplated by this Agreement as if such Objections had not been made, and the title matters related to such Objections will be deemed Permitted Encumbrances.

(d) New Title Matters. If any matters affecting title to the Property are discovered by or reported to Buyer on or prior to the corresponding Closing Date which are not shown on the Title Commitment or the Survey, or which were created or came into existence on or after the date of delivery of the Title Commitment, Buyer shall notify Seller in writing of any additional Objections to such title matters as soon as reasonably possible. Any such new Objection shall be addressed in the manner set forth in Section 7(c).

(e) Satisfaction of Seller Liens. Notwithstanding anything in this Agreement to the contrary, any monetary liens of a definite and ascertainable amount, whether voluntary or involuntary (such as judgments, mechanic or mortgage liens) created, assumed or otherwise caused

by Seller will be paid or otherwise satisfied by Seller on or before the Closing and such items shall not be Permitted Encumbrances hereunder.

8. Operation Prior to Closing. From the Effective Date until the Closing or earlier termination of this Agreement, Seller shall conduct the business of the Property in the ordinary course, and will not: (a) transfer or convey any fee interest to the Property, or enter into any agreement to do so; (b) create or agree to any lease, easements, liens, mortgages, encumbrances or other interests that would affect Seller's ability to comply with this Agreement; and/or (c) fail to maintain and repair the Property in at least the manner that Seller has done previously in all material respects.

9. Representations and Warranties.

(a) Seller's Representations and Warranties.

(i) Organization. Seller is a Texas limited liability company, validly existing and in good standing under the laws of the state of Texas.

(ii) Authority. Seller has the full power and authority to execute and deliver and fully perform its obligations under this Agreement, and this Agreement constitutes a valid and legally binding obligation of Seller, enforceable in accordance with its terms.

(iii) Insolvency. Seller has not either filed or been the subject of any filing of a petition under the federal bankruptcy law or any federal or state insolvency laws or laws for composition of indebtedness or for the reorganization of debtors.

(iv) Litigation. There is no current litigation against Seller relating to the Property or otherwise involving Seller's interest in the Property and, to Seller's knowledge, Seller has not received written notice of any pending or threatened litigation against Seller relating to the Property or otherwise involving Seller's interest in the Property.

(v) Contracts. Except this Agreement and except as may be shown in the real estate records of the Property as of the Effective Date, there are no purchase agreements, rights of first refusal, options to purchase, leases, occupancy or operating agreements in effect with respect to the Property.

(vi) Anti-Terrorism Laws. Seller is not (A) listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury, or (B) a person or entity with whom Buyer is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law, or (C) a person or entity that commits, threatens or conspires to commit or supports "terrorism" as defined or used in the Anti-Terrorism Laws. The "Anti-Terrorism Laws" are Executive Order No. 13224, 66 Fed. Reg. 49079 (published September 25, 2001) and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended.

(vii) FIRPTA. Seller is not a "foreign person" as that term is defined in the Federal Foreign Investment in Real Property Tax Act of 1980 or the 1984 Tax Reform Act, as amended.

All of the representations or warranties in this Section 9(a) shall be remade as of the Closing. If, after the Effective Date but on or prior to the Closing, a material and adverse change occurs to any

of the above representations or warranties so that such is no longer accurate or true, the party obtaining knowledge of such change shall promptly notify the other party in writing of the change. Under said circumstances, Seller shall have 10 business days to cure after notice from Buyer, then Buyer may terminate this Agreement without further liability by giving written notice to Seller, in which event the Earnest Money, if any, shall be returned to Buyer, and, if such material and adverse change to any of the above representations or warranties is the result of Seller's actions or failure to act, Buyer shall have the remedies described in Section 14(b). Notwithstanding anything to the contrary contained in this Agreement, Seller shall have no liability for any change caused by Buyer to any of the above representations or warranties, and Buyer shall have no right to terminate this Agreement or otherwise exercise any remedies hereunder because of such change.

(b) Buyer's Representations and Warranties.

(i) Organization. Buyer is a non-profit limited liability company, duly organized, validly existing and in good standing under the laws of the state of Arizona.

(ii) Authority. Buyer has the power and authority to execute this Agreement; that the execution, delivery, and performance by Buyer hereunder do not conflict with or violate Buyer's organizational documents or any judgment, order or decree of any court or arbiter or any agreement by which Buyer is bound.

(iii) Insolvency. Buyer has not either filed or been the subject to any filing of a petition under the Federal Bankruptcy Law or any federal or state insolvency laws or laws for composition of indebtedness or for the reorganization of debtors.

(iv) Anti-Terrorism Laws. Neither Buyer nor any of its affiliated entities is in violation of any Anti-Terrorism Laws, including the Executive Order, and the PATRIOT Act. Neither Buyer, nor, to the knowledge of Buyer, any of its brokers or other agents acting in any capacity in connection with the purchase of the Premises: (i) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order; or (ii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

The representations and warranties of Buyer contained within this Section 9(b) shall survive for a period of twelve (12) months after the date of the Closing and delivery of the Deed.

(c) Sale "As Is"; No Representations or Warranties. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES MADE IN THIS AGREEMENT, THE SALE OF THE PROPERTY FROM SELLER TO BUYER IS IN ITS "AS IS", "WHERE IS" AND "WITH ALL FAULTS" CONDITION, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED OR OTHERWISE, WRITTEN OR ORAL, BY THE SELLER, ANY AGENT OR BROKER OF SELLER, OR THEIR RESPECTIVE OFFICERS, EMPLOYEES OR AGENTS, INCLUDING WITHOUT LIMITATION ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, WITHOUT LIMITATION, SELLER MAKES NO AND DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO (A) ITS MERCHANTABILITY, (B) ITS FITNESS FOR A PARTICULAR PURPOSE, (C) ITS COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT, ZONING OR USE LAWS, OR OTHER LAWS OR ORDINANCES; (D) ITS PAST, CURRENT, OR FUTURE VALUE OR FINANCIAL PERFORMANCE; (E) ITS PHYSICAL CONDITION OR STATE OF REPAIR; (F) ITS SOIL OR WHETHER ANYTHING

(d) Assumption of Risk. Buyer has had an opportunity to inspect and investigate the Property, and Buyer knowingly assumes all risks of and responsibilities from any defects to and conditions of the Property, including any defects and conditions that cannot be observed by casual inspection.

11. Condemnation. If, prior to the either Closing Date, any governmental entity commences any eminent domain proceedings (“Proceedings”) against all or any part of the corresponding Property Seller shall immediately give notice to Buyer of such fact, and, at Buyer’s option (to be exercised by notice to Seller and the Title Company within 10 days after Seller’s notice), this Agreement shall terminate. Upon Buyer’s election and notice to terminate pursuant to this Section 11, neither Seller nor Buyer shall have any further rights or obligations under this Agreement, except for covenants and obligations that expressly survive the termination of this Agreement. If Buyer does not give such notice, then there shall be no reduction in the Purchase Price, and Seller shall assign to Buyer at such Closing all of Seller’s right, title, and interest in and to any award made or to be made in the Proceedings. Prior to such Closing Date, Seller shall not designate counsel, appear in, or otherwise act with respect to the Proceedings without Buyer’s prior written consent.

13. **Notices.** All notices, requests, demands and other communications with respect to this Agreement shall be in writing, shall be delivered personally, sent by registered or certified mail, return receipt requested, or nationally recognized overnight courier (e.g., FedEx), or delivered via email, in each case, at the following address or email address:

9

Hunter Richmond, M.D.
204 Medical Drive, Suite 200
Sherman, TX 75092

With copy to:

William J. Harkinson
Harkinson Investment Corporation
4560 Belt Line Road, Suite 400
Addison, Texas 75001
jharkinson@harkcorp.com
972-934-8414

And a copy to:

Addison Wilson III
3838 Oak Lawn Ave., Suite 810
Dallas, Texas 75219
214-521-1122
awilson@dfwlawoffice.org

If to Buyer:

CFP Sherman Hospital, LLC
601 Carlson Parkway, Suite 1050
Minnetonka, Minnesota 55305

With copy to:

Dorsey & Whitney LLP
300 Crescent Court, Suite 400
Dallas, TX 75201
Attn: Steven R. Smith

and

Best & Flanagan LLP
60 South Sixth Street, Suite 2708
Minneapolis, Minnesota 55402
Attn: Daniel R. Nelson

If to Title Company:

Chicago Title Company, 3100 Monticello, Suite 800, Dallas, TX
75205, Attn: Kristi Covey

Notice shall be effective, and the time for response to any notice by the other party shall commence to run, one business day after any such deposit if by overnight courier, or three days if by U.S. mail, or upon receipt by the recipient if delivered by hand or by email. Notices may be given by and/or to counsel for the parties. Either Seller or Buyer may change its address for the service of notice by giving notice of such change to the other party, in any manner above specified and such change shall be effective upon receipt of such notice.

14. Remedies.

(a) If Buyer defaults in performance of its obligations under this Agreement, Seller shall have the right to terminate this Agreement by written notice to Buyer. Such termination of this Agreement will be the only remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages or specific performance. Seller and Buyer acknowledge the difficulty and inconvenience of ascertaining Seller's actual damages in the event of Buyer's default and agree

that the Earnest Money, if any, is a fair and reasonable estimate of such damages. Notwithstanding anything in this Section to the contrary, Seller and Buyer agree that this liquidated damages provision is not intended and should not be deemed or construed to limit in any way Buyer's indemnity obligations under this Agreement.

(b) If Seller fails to perform any of the material covenants and agreements contained herein to be performed by Seller within the time for performance as specified herein and such failure continues for a period of 10 days after written notice from Buyer, or if such failure reasonably requires more than 10 days to cure, such additional period of time Seller reasonably requires to cure such failure, provided Seller promptly commences its cure upon receipt of Seller notice and with due diligence is thereafter continuously prosecuting such cure to completion, then Buyer may elect either to: (i) terminate this Agreement by giving 10 days written notice to Seller with a copy to the Title Company, and if Seller has not cured such default within such 10 day period, shall be returned immediately to Buyer by the Title Company pursuant to this Agreement; or (ii) bring an action against Seller for specific performance provided that such action is commenced within 60 days of the event or condition giving rise to such action. The remedies herein for a breach prior to a Closing shall be the only remedies available to Buyer.

(c) Neither party to this Agreement is liable to the other for any consequential, special or punitive damages under this Agreement, including, without limitation, lost profits.

(d) The provisions of this Section 14 shall survive any termination of this Agreement and each Closing.

15. Broker's Commission. Seller has retained Harkinson Investment Corporation as its broker ("Broker"). Seller and Buyer consent to Broker serving as an Intermediary in this transaction and Buyer and Seller agree that the Broker shall be paid a real estate sales commission equal to four percent (4%) of the Purchase Price upon the closing and funding of the sale which will be paid by Buyer in Series B Project Bonds in such amount issued on the Closing Date. Any uneven amount may be paid in cash. Buyer and Seller hereby warrant that no other broker or finder has been involved in this transaction nor is owed a real estate commission or fee, and each agrees to indemnify the other against such claims or assertions.

16. Miscellaneous.

(a) Confidentiality. Buyer and Seller agree that all of the terms, conditions and provisions of this Agreement, as well as the existence of this Agreement and the information provided to Buyer in the Property Documents, shall be held in strict confidence; provided, however, Buyer and Seller shall each have the right to disclose such information on a need-to-know basis to Buyer's or Seller's officers, directors, managers, lenders, investors, attorneys, consultants and agents which have been engaged by Buyer or Seller to assist with the evaluations of the terms, conditions and provisions contemplated under this Agreement or to any governmental or other persons as may be required by law. Further, Seller agrees that it will not make a public announcement of any transaction contemplated hereby or the terms hereof without the prior written consent of Buyer. The provisions of this Section shall survive the termination of this Agreement and shall survive each Closing.

(b) Amendment. This Agreement cannot be modified except by a written instrument signed by the parties.

(c) Severability. If any provisions of this Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect.

(d) Waivers. A waiver by any party of a performance obligation or default under any provision of this Agreement shall not be deemed (i) a waiver of a further obligation or default under the same provision or (ii) a waiver of an obligation or default under any other provision.

(e) Entire Agreement. This Agreement and the exhibits attached hereto sets forth fully and completely the agreement between the parties in connection with this transaction, there are no written or oral agreements between the parties relating to this transaction that are not expressly set forth herein and this Agreement supersedes all prior oral or written agreements relating to this transaction.

(f) Further Instruments. Each party, promptly upon the request of the other, shall execute and have acknowledged and delivered to the other or to Title Company, as may be appropriate, any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement and which are consistent with the provisions of this Agreement. In the event this Agreement is terminated for any reason whatsoever without the consummation of the transaction contemplated hereby, Buyer shall execute and deliver to Seller, in recordable form, a quit claim deed conveying Buyer's equitable interest, if any, in the Property to Seller, which quit claim deed shall be executed and delivered within three (3) days after termination of this Agreement.

(g) Beneficiaries. This Agreement shall be binding upon and shall inure to the benefit of Seller and Buyer and their respective heirs, personal representatives, successors, assigns and transferees. This Agreement confers no rights or remedies on any third party.

(h) Construction. Any list of examples set forth in this Agreement shall be deemed to be illustrative, not exhaustive, unless explicitly specified otherwise. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa. The use of the neuter singular pronoun to refer to any party shall be a proper reference even though that party may be an individual, a business entity, or a group of two or more individuals or business entities. All attachments, exhibits, and schedules referenced within the Agreement shall be deemed incorporated in the Agreement by such reference.

(i) Time of Essence. Time is of the essence of this Agreement.

(j) Calculation of Time Periods. Except as specifically set forth in this Agreement, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is on a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next business day; provided, however, in all events each Closing Date shall be extended such that it is the second business day after a non-business day. As used herein, the term "business day" means any day which is not a Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the state where the Property is located. Unless specifically stated otherwise, all references to durations stated in "days" shall mean calendar days.

(k) Governing Law. This Agreement shall be governed and construed in accordance with the substantive and procedural laws of the state of Texas without regard to conflict of law principles. Any suit arising from or relating to this Agreement must be brought in the federal court in the Eastern District of Texas and Buyer and Seller hereby waive the right to bring suit elsewhere.

(l) WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HEREBY AGREES TO, AND DOES, WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, ANY DOCUMENT OR ANY INSTRUMENT RELATING TO SAID TRANSACTIONS, THE PROPERTY OR ANY DEALINGS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

(m) Attorneys' Fees. If either Seller or Buyer files any action or brings any proceeding against the other arising out of this Agreement, or is made a party to any action or proceeding brought by a third party arising out of this Agreement without fault of the defending party, then as between Seller and Buyer, the prevailing party shall be entitled to recover from the non-prevailing party all costs incurred in connection therewith including, without limitation, reasonable attorneys' fees and all costs of appeal including, without limitation, reasonable attorneys' fees incurred on appeal. This provision shall survive each Closing or termination hereof.

(n) Equal Participation. Seller and Buyer have participated equally in the preparation of this Agreement, and, therefore, this Agreement shall not be construed in favor of or against any party to this Agreement.

(o) Headings. The titles and headings in this Agreement are provided as a matter of convenience only and shall not be understood to define, limit, construe, or describe the scope or intent of any provision of this Agreement.

(p) Recording. Neither party shall record this Agreement without the prior written consent of the other party.

(q) Counterparts; Electronic Execution and/or Delivery. This Agreement may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same instrument. Executed copies of this Agreement may be delivered between the parties via electronic means including facsimile and/or electronic mail. The parties intend that this Agreement may be executed by either or both of the parties by means of the affixing of a digital signature or by other electronic means, in accordance with the Uniform Electronic Transactions Act, as the same may have been adopted by the State in which the Property is located. Seller and Buyer: (i) intend to be bound by the signatures (whether original or electronic) on any document sent by electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

(r) Non-recourse Obligations of Buyer. Seller acknowledges and agrees that Buyer is a limited liability company formed for the sole purpose of assisting in the design, development, and financing of the Project for the benefit of the City of Sherman, Texas and that Buyer will have no funds or assets other than its interests in the Project. Notwithstanding anything to the contrary stated herein, Seller agrees that, for the payment or performance of the Buyer's obligations and duties under this Agreement, the Seller will look solely to (i) the Earnest Money, if any, pursuant to Section 14(a) of this Agreement; and, (ii) Buyer's interests in the Project, and no other assets of

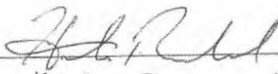
the Buyer, its sole member, or any other person or entity shall be subject to levy, execution or other enforcement remedies of the Seller, or for the performance or payment of any amounts due or payable under this Agreement.

[Remainder of Page Intentionally Left Blank. Signature Pages Follows]

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

SELLER:

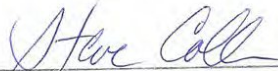
HERITAGE DEVELOPMENT PARTNERS LLC,
a Texas limited liability company

By: 
Name: Hunter Richmond
Its: _____

Date: March 3, 2022

BUYER:

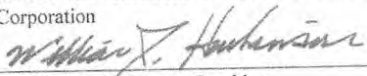
CFP SHERMAN HOSPITAL, LLC,
an Arizona limited liability company

By: 
Name: STEVE COLLINS
Its: PRESIDENT

Date: 3/4, 2022

BROKER:

HARKINSON INVESTMENT CORPORATION, a
Texas Corporation

By: 
Name: William J. Harkinson, President

Date: March 2, 2022

[Signature Page to Real Estate Purchase Agreement]

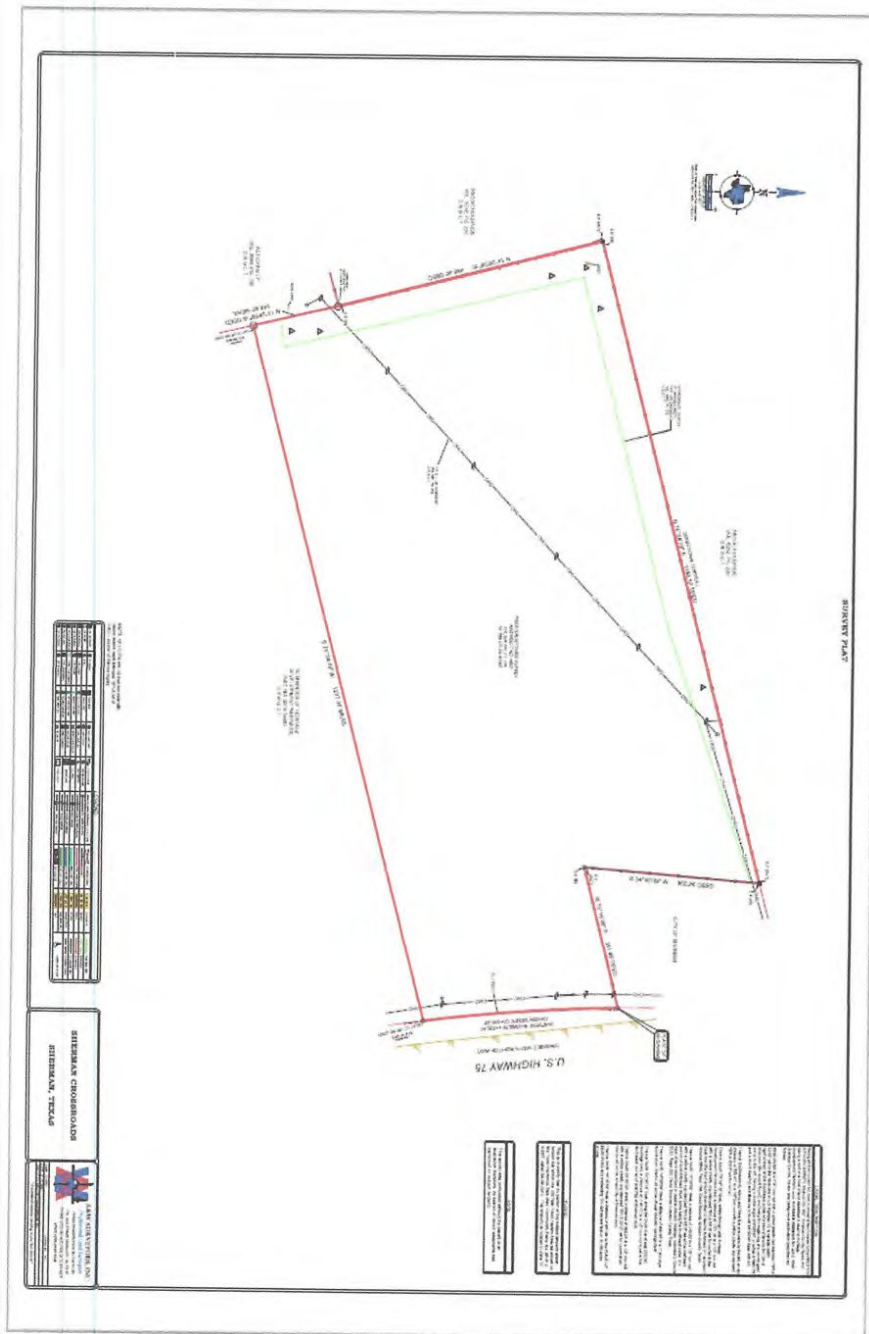
4859-0025-26854

Exhibit A

Legal Description of the Parcel

4859-0025-2685\4

[Exhibit A to Real Estate Purchase Agreement]



4859-0025-26854

[Exhibit A to Real Estate Purchase Agreement]

Exhibit B

Property Documents

Seller shall provide the following documents to the extent existing and in Seller's possession:

1. Seller's existing title insurance commitment or policy with respect to the Property.
2. Seller's existing survey of the Property.
3. Any environmental reports for the Property.
4. Current tax statements/bills for the Property.

4859-0025-2685\4

[Exhibit B to Real Estate Purchase Agreement]

EXHIBIT B

Pro Forma Financial Plan

CFP Sherman Hospital, LLC
Summary of Significant Forecast Assumptions and Accounting Policies

The Series 2022A-1 Bonds of \$184,770,000 is forecasted to have fixed coupon rates of 5.50% per annum. This series will be used to fund a portion of the project, a capitalized interest fund, a debt service reserve fund, and bond issuance costs. Principal amounts on the Series 2022A-1 Bonds are payable annually on December 1, commencing on December 1, 2025, with final maturity on December 1, 2053.

The Series 2022A-2 Bonds of \$15,225,000 is forecasted to have fixed coupon rates of 4.50% per annum. This series will be used to fund a portion of the project, a capitalized interest fund, and bond issuance costs. Principal amounts on the Series 2022A-2 Bonds are payable annually on December 1, commencing on December 1, 2025, with final maturity on December 1, 2030.

The Series 2022B Bonds of \$15,770,000 is forecasted to have fixed coupon rates of 7.50% per annum. This series will be used to fund the land purchase portion of the project, a capitalized interest fund, a debt service reserve fund, and bond issuance costs. Principal amounts on the Series 2022B Bonds are payable annually on December 1, commencing on December 1, 2026, with final maturity on December 1, 2053.

The Series 2022C Bonds of \$30,000,000 is forecasted to have fixed coupon rates of 3.50% per annum. This series will be used to fund a portion of the project, a capitalized interest fund, a debt service reserve fund, and bond issuance costs. Principal amounts on the Series 2022C Bonds are payable annually on December 1, commencing on December 1, 2025, with final maturity on December 1, 2053. This series will also be backed by the City of Sherman through a financing and pledge agreement.

Sources and uses of related funds are outlined in the following table. These figures and all related assumptions are based upon a forecast provided by the Underwriters as follows (in thousands).

Sources	
Series 2022 Bonds ^(a)	\$ 245,765
Premium/Discount on Series 2022 Bonds ^(b)	-
Total Series 2022 Bonds Proceeds	<u>\$ 245,765</u>
Uses	
Project fund deposits	
Project budget guaranteed maximum price ^(c)	\$ 91,000
Equipment ^(d)	37,500
Working capital ^(e)	15,000
Pre-opening expenses ^(f)	12,117
Other soft costs ^(g)	9,955
Predevelopment reimbursement ^(h)	3,500
Owner's contingency ⁽ⁱ⁾	2,500
Land acquisition cost ^(j)	10,975
Total Project Fund deposits	<u>182,547</u>
Capitalized interest fund deposit ^(k)	33,791
Debt service reserve fund deposit ^(l)	17,819
Costs of issuance ^(m)	11,602
Additional proceeds	6
Total Series 2022 Bonds Proceeds	<u>\$ 245,765</u>

CFP Sherman Hospital, LLC
Summary of Significant Forecast Assumptions and Accounting Policies

Notes:

- (a) The following Series 2022 bonds consist of:
 - \$184,770,000 of Series 2022A-1 Bonds
 - \$15,225,000 of Series 2022A-2 Bonds
 - \$15,770,000 of Series 2022B Bonds
 - \$30,000,000 of Series 2022C Bonds
- (b) The Underwriters are assuming the Series 2022 Bonds to be issued at a premium/discount of \$____ based on information provided at the time of the issuance of this report.
- (c) Construction costs of approximately \$91,000,000 are projected based on negotiations with Adolfson & Peterson Construction, the Medical Center's general contractor, based on the agreed-upon guaranteed maximum price for the construction of the building.
- (d) The financing will provide \$37,500,000 towards equipment costs, which are projected to be of an equal amount at the time of the opening of the facility.
- (e) There will be \$15,000,000 provided by the financing to fund the Medical Center's initial working capital requirements.
- (f) The financing will provide approximately \$12,117,000 towards funding of the pre-opening expenses that will be incurred by the Medical Center between the funding date of the Series 2022 Bonds and the beginning of operations of the Medical Center.
- (g) Approximately \$9,955,000 of soft costs will be paid out in conjunction with the financing.
- (h) Approximately \$3,500,000 of proceeds will be used to pay costs incurred prior to the funding of the 2022 Series Bonds, which have been funded through a pre-development loan.
- (i) In addition to contingencies built into the guaranteed maximum price for the construction of the facility, the equipment, pre-opening expenses, and other soft cost contingencies, an additional \$2,500,000 has been built into the overall project costs.
- (j) The cost of the land upon which the facility will be constructed is estimated to cost \$10,975,000 based on an executed purchase agreement and certified appraisal with the current owners of the land.
- (k) The Underwriters have estimated approximately \$33,791,000 will be used to fund interest for approximately the first 30 months of the Series 2022 Bonds.
- (l) Approximately \$17,819,000 will be used for the funding of a debt service reserve fund related to the Series 2022 Bonds
- (m) The Underwriters and Management have estimated \$11,602,000 for the costs of issuance related to the Series 2022 Bonds.

CFP Sherman Hospital, LLC
Forecasted Balance Sheets
(In Thousands)

	FORECASTED PERIOD AS OF DECEMBER 31,				
	2022	2023	2024	2025	2026
CURRENT ASSETS					
Cash and cash equivalents	\$ 25,710	\$ 22,022	\$ 6,249	\$ 13,616	\$ 23,887
Assets whose use is limited, current portio	1,078	1,072	-	-	-
Patient accounts receivable	-	-	10,082	10,032	12,043
Inventories	-	-	1,377	1,946	2,383
Other current assets	-	-	400	450	500
Total current assets	26,788	23,094	18,108	26,044	38,813
PROPERTY AND EQUIPMENT					
Land	10,975	10,975	10,975	10,975	10,975
Buildings	-	-	111,802	111,802	111,802
Equipment	-	-	35,498	35,871	36,480
Furniture	-	-	2,148	2,170	2,207
Construction in progress	28,343	116,701	-	-	-
Less: accumulated depreciation	-	-	(4,918)	(13,382)	(21,923)
Total property and equipment, net	39,318	127,676	155,505	147,436	139,541
ASSETS WHOSE USE IS LIMITED					
Debt service reserve fund	17,819	17,819	17,819	17,819	17,819
Capitalized interest fund	26,160	13,080	-	-	-
Project fund	115,600	41,730	2,500	2,500	2,500
Less: current portion	(1,078)	(1,072)	-	-	-
	158,501	71,557	20,319	20,319	20,319
Total assets	\$ 224,607	\$ 222,327	\$ 193,932	\$ 193,799	\$ 198,673
CURRENT LIABILITIES					
Accounts payable	\$ 284	\$ 349	\$ 4,238	\$ 4,667	\$ 5,227
Construction payables	6,198	10,943	-	-	-
Accrued expenses	22	146	1,171	1,379	1,566
Accrued interest	1,078	1,072	1,078	1,073	1,055
Current portion of long-term debt	-	-	1,550	4,805	3,175
Total current liabilities	7,582	12,510	8,037	11,924	11,023
LONG-TERM DEBT, NET	234,805	235,764	235,176	231,331	229,116
Total liabilities	242,387	248,274	243,213	243,255	240,139
NET ASSETS (DEFICIT) WITHOUT DONOR RESTRICTIONS	(17,780)	(25,947)	(49,281)	(49,456)	(41,466)
Total liabilities and net assets (deficit) without donor restrictions	\$ 224,607	\$ 222,327	\$ 193,932	\$ 193,799	\$ 198,673

See Summary of Significant Forecast Assumptions and Accounting Policies
and Examination Report of Independent Accountants

CFP Sherman Hospital, LLC
Historic and Forecasted Statements of Operations and Changes in Net Assets
(In Thousands)

	FORECASTED PERIOD				
	FOR THE YEARS ENDING DECEMBER 31,				
	2022	2023	2024	2025	2026
OPERATING REVENUES					
Net patient service revenue	\$ -	\$ -	\$ 22,801	\$ 79,286	\$ 96,424
Other operating revenue	-	-	14	45	60
Total operating revenues	-	-	22,815	79,331	96,484
OPERATING EXPENSES					
Salaries and wages	106	1,259	14,805	23,635	26,838
Employee benefits	25	302	3,553	5,672	6,442
Contract labor	-	-	1,450	2,836	3,221
Professional fees	-	-	2,643	4,320	4,170
Supplies	-	-	2,273	8,642	10,799
Purchased services	15,383	2,965	3,678	3,625	3,524
Lease and rent	22	267	461	609	624
Insurance	70	120	488	776	823
Utilities	-	35	515	852	874
Interest	2,206	3,311	9,561	14,034	13,956
Property taxes	-	-	-	-	1,610
Other	-	-	2,107	6,226	7,288
Depreciation	-	-	4,918	8,464	8,541
Total operating expenses	17,812	8,259	46,452	79,691	88,710
(DEFICIENCY) EXCESS OF REVENUES OVER EXPENSES	(17,812)	(8,259)	(23,637)	(360)	7,774
NONOPERATING INCOME					
Interest income	32	92	303	185	216
CHANGE IN NET ASSETS	(17,780)	(8,167)	(23,334)	(175)	7,990
NET ASSETS (DEFICIT) WITHOUT DONOR RESTRICTIONS, BEGINNING	-	(17,780)	(25,947)	(49,281)	(49,456)
NET ASSETS (DEFICIT) WITHOUT DONOR RESTRICTIONS, ENDING	\$ (17,780)	\$ (25,947)	\$ (49,281)	\$ (49,456)	\$ (41,466)

See Summary of Significant Forecast Assumptions and Accounting Policies
and Examination Report of Independent Accountants

CFP Sherman Hospital, LLC
Forecasted Statement of Cash Flows
(In Thousands, Except for Ratios)

	FORECASTED PERIOD				
	FOR THE YEARS ENDING DECEMBER 31,				
	2022	2023	2024	2025	2026
CASH FLOWS FROM OPERATING ACTIVITIES					
Change in net deficit	\$ (17,780)	\$ (8,167)	\$ (23,334)	\$ (175)	\$ 7,990
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:					
Depreciation	-	-	4,918	8,464	8,541
Amortization of debt issuance cost	152	226	655	960	960
Changes in operating assets and liabilities					
Accounts receivable	-	-	(10,082)	50	(2,011)
Inventories	-	-	(1,377)	(569)	(437)
Other current assets	-	-	(400)	(50)	(50)
Accounts payable	284	65	3,889	429	560
Accrued expenses	22	124	1,025	208	187
Accrued interest	1,078	(6)	6	(5)	(18)
Net cash (used in) provided by operating activities	(16,244)	(7,758)	(24,700)	9,312	15,722
CASH FLOWS FROM INVESTMENT ACTIVITIES					
Net proceeds (purchases) from assets limited as to use:					
Debt service reserve fund	(17,819)	-	-	-	-
Capitalized interest fund	(26,160)	13,080	13,080	-	-
Project fund	(115,600)	73,870	39,230	-	-
Purchases of property and equipment	(32,630)	(82,880)	(43,383)	(395)	(646)
Net cash (used in) provided by investing activities	(192,209)	4,070	8,927	(395)	(646)
CASH FLOWS FROM FINANCING ACTIVITIES					
Proceeds from issuance of bonds	245,765	-	-	-	-
Bond issuance costs paid	(11,602)	-	-	-	-
Principal payments on bonds	-	-	-	(1,550)	(4,805)
Net cash provided by (used in) financing activities	234,163	-	-	(1,550)	(4,805)
NET CHANGE IN CASH AND CASH EQUIVALENTS	25,710	(3,688)	(15,773)	7,367	10,271
CASH AND CASH EQUIVALENTS, beginning	-	25,710	22,022	6,249	13,616
CASH AND CASH EQUIVALENTS, ending	\$ 25,710	\$ 22,022	\$ 6,249	\$ 13,616	\$ 23,887
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION					
Cash paid for interest	\$ 7,630	\$ 13,080	\$ 13,080	\$ 13,080	\$ 13,014

See Summary of Significant Forecast Assumptions and Accounting Policies
and Examination Report of Independent Accountants

CFP Sherman Hospital, LLC
Forecasted Financial Ratios
(In Thousands)

	FORECASTED PERIOD				
	FOR THE YEARS ENDING DECEMBER 31,				
	2022	2023	2024	2025	2026
DEBT SERVICE COVERAGE RATIO					
Cash flow available for debt service					
(Deficiency) excess of revenues over expenses				\$ (175)	\$ 7,990
Adjustments					
Interest				14,034	13,956
Depreciation				8,464	8,541
				<u>\$ 22,323</u>	<u>\$ 30,487</u>
Forecasted annual debt service					
Series 2022A-1 and 2022A-2 Senior Bonds				\$ 12,032	\$ 14,649
Series 2022B Subordinate Bonds				1,183	1,423
Series 2022C Subordinate Bonds				1,415	1,747
Forecasted annual debt service coverage ratio					
Series 2022A-1 and 2022A-2 Senior Bonds				1.86	2.08
Series 2022B Subordinate Bonds				1.69	1.90
Series 2022C Subordinate Bonds				1.53	1.71
DAYS CASH ON HAND					
Cash and cash equivalents				<u>\$ 6,249</u>	<u>\$ 13,616</u>
				<u>\$ 23,887</u>	
Total Operating Expenses				\$ 46,452	\$ 79,691
Adjustments					
Depreciation				(4,918)	(8,464)
Amortization of debt issuance cost				(655)	(960)
				<u>(5,573)</u>	<u>(9,424)</u>
Adjusted expenses				<u>\$ 40,879</u>	<u>\$ 70,267</u>
Daily cash expenses				\$ 112	\$ 193
				<u>\$ 217</u>	
Days cash on hand				<u>56</u>	<u>71</u>
				<u>110</u>	

Note: As described in the Summary of Significant Forecast Assumptions and Accounting Policies, operations are forecasted to begin in June 2024. As a result, the year ended December 31, 2024 represents the first seven months of operations. The ratios above have been calculated based on CFP Sherman, LLC's fiscal year-end. Calculations of these ratios based on full operating years (June through May) will result in different ratio amounts.

See Summary of Significant Forecast Assumptions and Accounting Policies
and Examination Report of Independent Accountants

EXHIBIT C

Development Schedule

**Phoenix Industrial Development Authority
Hospital Revenue Bonds
(Sherman Hospital Project)
As of 3.8.22**

March						
Su	M	Tu	W	Th	F	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	M	Tu	W	Th	F	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	M	Tu	W	Th	F	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				

DATE (on or before)	EVENT	RESPONSIBLE PARTY
January 6	Circulate drafts of calendar and closing checklist	IA
January 10	Conference call to review drafts of calendar and closing checklist	Borrower, Borrower's Counsel, BC, UW, UC, PC, IC, Ivy, Issuer, IA
January 14	Circulate due diligence questionnaires	BC, UC, IC
January 26	Working group conference call Circulate first draft of feasibility study Submit bond financing application to Issuer	All Moss Adams IA
February 9	Working group conference call Circulate updated/revised Exploratory Term Sheet	All UW
February 14	Deliver completed due diligence questionnaire	Borrower, Borrower's Counsel, Ivy, PC
February 15	Design/Builder circulates near final GMP Working group conference call	Design/Builder All
February 16	Schedule follow up calls re depository/DACA matters, cash flow waterfall matters as relates to CHC incentive compensation, and use and application of surplus fund	UW, Ivy, HM, Trustee, BC
February 18	Circulate Purchase and Sale Agreement	Borrower, Borrower's Counsel, PC, Ivy
February 22	Circulate first draft of Primary Financing Documents	BC
February 23	Working group conference call	All
February 28	Finalize GMP; post updates to any Primary Project Documents	D/B, UW, Borrower, Ivy
March 1	Comments due on Primary Financing Documents Circulate title policy commitment and related items	All Title Company
March 2	Working group call	All
March 3	Initial draft of Bond Purchase Agreement (BPA) circulated	UC
March 7	Purchase and Sale Agreement (PSA) circulated	Ivy
March 8	Comments due on Title Commitment Comments due on DACA	All All
March 9	Working group call	All
March 10	Comments due on initial draft of BPA	All

March 11	Initial draft of feasibility study issued	Moss Adams
Week March 14th	Review and comment of initial draft of feasibility study	All
March 16	Working group call	All
March 18	Comments due on feasibility study and PSA Document review call	All BC/UC/UW/IC/PC/Borrower's Counsel/Ivy
March 21	City of Sherman City Council Meeting to consider resolution re (i) credit support agreement, (ii) Pre-Development Loan Agreement, and (iii) Master Development Agreement	City of Sherman/City Counsel/Ivy
March 22	Submit credit enhanced bonds to rating agency for rating	UW/City of Sherman
March 23	Working group call	All
March 25	Final feasibility study issued	Moss Adams
March 29	Circulate redlines and/or initial drafts of all Primary Financing Documents	BC/UC
March 30	Circulate redlines and/or initial drafts of Primary Project Documents Working group call	Ivy All
April 5	Comments due on Primary Financing Documents	All
April 7	Comments due on Primary Project Documents	All
April 11	Circulate redlines and updates to Primary Financing Documents and Primary Project Documents	BC/UC/Ivy
April 13	Final comments due on all Primary Financing and Project Documents Working group call	All
April 14	Submit document package and bond resolution to Phoenix IDA for consideration	BC/UC/IC
April 21	Phoenix IDA board meeting to consider bond resolution	Issuer/IC/FA
April 25	Print and circulate PLOM	UW/UC
May 11	City of Phoenix City Council meeting to validate Phoenix IDA proceedings	City of Phoenix/Issuer/IC
May 17	Bond pricing	UW
May 24	Circulate draft closing memorandum Print and post final PLOM	UW UW, UC
May 26	Comments due on draft closing memorandum	All
May 30	MEMORIAL DAY HOLIDAY	All
June 1	Pre-closing	All
June 2	Closing Notice to Proceed issued to D/B	All Borrower
June 2, 2024	Hospital Grand Opening	All

- (1) **Primary Project Documents:** PSA, Title Commitment, Design/Build Contract (with appendices and exhibits), Project Manager's Agreement, Construction Monitor's Agreement, Hospital Management Agreement, Asset Management Agreement
- (2) **Primary Financing Documents:** Master Indenture, First Supplemental Indenture, Indenture and Loan Agreement, Deed of Trust, PLOM and DACA

Key:

Issuer: The Industrial Development Authority of the City of Phoenix
 Issuer Counsel (IC): Lewis Roca Rothgerber Christie LLP
 Issuer Advisor (IA): D.A. Davidson & Co.
 Borrower: CFP Sherman Hospital, LLC
 Borrower's Counsel: Best & Flanagan
 Bond Counsel (BC): Chapman & Cutler LLP
 Underwriters (UW): RBC Capital Markets and Stephens Inc.
 Underwriters Counsel (UC): Norton Rose Fulbright US LLP
 Project Counsel (PC): Dorsey & Whitney
 Project Manager (Ivy): Ivy P3 Group
 Hospital Manager (HM): Community Hospital Corporation
 City Counsel: Abernathy, Roeder, Boyd and Hullet, P.C. and Norton Rose Fulbright US LLP
 Moss Adams: Feasibility Consultant

EXHIBIT D

Preliminary Term Sheet



Exploratory Term Sheet

Preliminary, subject to change. This is not an offer, solicitation, commitment or recommendation to buy or sell any security, commodity, derivative or other instrument or to provide any advisory or management service. Any such offer, solicitation, commitment, recommendation or service will be made only through definitive agreements or offering documents. All terms described within this document are provided for general information purposes only. This document should not be used to make an investment decision.

Dated: March 10, 2022

The Industrial Development Authority of the City of Phoenix (CFP3 – Sherman, Texas Hospital Project)

[\$184,770,000] SERIES A-1 TAX-EXEMPT SENIOR HOSPITAL REVENUE BONDS

[\$15,225,000] SERIES A-2 TAXABLE SENIOR HOSPITAL REVENUE BONDS

[\$15,770,000] SERIES B TAX-EXEMPT SUBORDINATE HOSPITAL REVENUE BONDS

[\$30,000,000] SERIES C TAX-EXEMPT CITY-BACKED SUBORDINATE HOSPITAL REVENUE BONDS

Issue:	[\$245,765,000] Hospital Revenue Bonds
Issuer:	The Industrial Development Authority of the City of Phoenix
Owner/Borrower:	CFP Sherman Hospital, LLC a new single member LLC / special purpose entity, the sole member of which is Community Facility Public Private Partnerships (CFP3), will serve as 501(c)3 Owner/Borrower. The LLC is established in Arizona and is duly organized and existing under Arizona state law and is established for the sole purpose of financing, constructing, equipping, furnishing and leasing the Project. Borrower will not have any tangible assets other than its ownership of the land and the Project. Community Facility Public Private Partnerships (CFP3) was founded in 2006 and headquartered in Minneapolis, Minnesota. It is a Minnesota nonprofit corporation and a tax-exempt 501(c)3 charitable organization. CFP3 has worked on projects across the country with the most recent projects located in California, Florida, Texas, Minnesota, Michigan, and Indiana.
Purpose:	Development of an [80]-bed general acute care hospital (Project) located in the southern area of Sherman, Texas. Community Hospital Corporation (CHC) will be the initial Operator of the Project.
Proposed Operator:	Community Hospital Corporation ("CHC"). CHC brings over 25 years of experience related to management and oversight of hospital operations. CHC was established in 1996 by a group of not-for-profit and community-owned healthcare systems and remains a not-for-profit company that helps hospitals remain community-focused and governed. CHC Consulting was started in 2006 to assist hospitals that need management and strategic consulting services (ex. assistance with special projects and opportunities for joint ventures). It assists the leadership and boards of more than 100

DRAFT – FOR DISCUSSION PURPOSES ONLY

PAGE | 1

hospitals throughout the United States with processes and strategies to improve operational and financial performance.

Denominations:	Minimum \$100,000 denominations, with distribution restricted to Qualified Institutional Buyers and Accredited Investors.					
Ratings:	Series A-1 Tax-Exempt:	Nonrated				
	Series A-2 Taxable:	Nonrated				
	Series B Tax-Exempt:	Nonrated				
	Series C Tax-Exempt:	Expected "A" category rating				
Expected Delivery Date:	[May 2022]					
Principal Payment Date:	On [December 1] of any given year beginning with [December 1, 2026]					
Interest Payment Dates:	On [June 1] & [December 1] of any given year beginning with [June 1, 2022]					
Final Maturity:	Identify series	Final Maturity				
	Series A-1	[December 1, 2053]				
	Series A-2	[December 1, 2030]				
	Series B	[December 1, 2053]				
	Series C	[December 1, 2053]				
Capitalized Interest:	From closing through [6] months after construction is completed.					
Reserve Fund:	Three-prong test; DSRF fully funded at Closing					
Amortization:	30-years fully amortizing after opening with Series A-2 taxable bonds amortizing before Series A-1 tax-exempt bonds; sized for level coverage through [2031]; level debt service thereafter					
Interest Rate Mode:	Fixed Rate					
Tax Status:	Identify series	Fed tax-exempt	State tax-exempt	Fed taxable	State taxable	AMT
	Series A-1	X	X			
	Series A-2			X	X	
	Series B					
	Series C	X	X			
Redemption Provisions:	[5 year] optional call at 103 declining to par over three years					
Project Description:	The Project is a greenfield hospital project within Sherman Crossroads in Sherman, Texas. The Project is expected to open May 2024. Development on 130 acres at Sherman Crossroads is currently underway, and includes existing and planned medical office buildings, along with retail, restaurants, and other commercial and hospitality projects. Planned as an					

DRAFT – FOR DISCUSSION PURPOSES ONLY

PAGE | 2

80-bed acute care hospital on the only permitted and zoned site in Sherman, the Project will serve as the hub of the development.

The Project is located just 40 miles north of Dallas, TX near US 75 & US 82 and State Highways 11, 56 & 91. DFW International Airport and Love Field are within 70 miles. Patients, doctors, and staff will have easy access from the new interchange at US 75 and West Travis adjacent to the Hospital which will serve as the southern gateway to the Sherman/Denison area.

City leaders support the growth occurring in Sherman. A new high school just opened nearby, and large residential development projects adjacent to Sherman Crossroads are underway.

Additionally, Texas Instruments announced in November 2021 plans to build a \$30 billion semiconductor fabrication plant in Sherman, with construction beginning in 2022. The plant, slated to begin production by 2025, will employ more than 3,000 people and contribute billions of dollars to the Sherman and Grayson County economy.

Security for the Bonds:

Pledged Revenue is generally defined in the Loan Agreement and Indenture as:

- a. First mortgage on land and the Project.
- b. A gross pledge of Project revenues.
- c. Deposit Account Control Agreement.
- d. Collateral assignment and subordination of key contracts, including, but not limited to, the construction documents, the contractor documents, architect agreement, development agreements, plans and specifications, management agreement and Project Agreements.
- e. Reserves and Indenture Trust Estate, including but not limited to a Debt Service Reserve Fund (DSRF), a Working Capital Fund, a Pre-Opening Expense Fund, and liquidity reserves of approximately 90 – 100 days cash on hand.
- f. Other items of security customary for transactions of this size and type.

Series A bonds will be secured by a senior lien on Pledged Revenue.

Series B bonds will be secured by a subordinate lien on Pledged Revenue. The landowner or other related parties are required to purchase an amount of the Series B bonds equal to the purchase price of the land.

Series C bonds will be secured by a third lien on Pledged Revenue and by a resolution of City of Sherman, Texas pledging to replenish the Series C debt service reserve fund in any year there is a draw on the reserve fund. The Project Agreements will include language aligned with resolution language. The City's obligation will be limited annually to amounts drawn from the Series C. The City's obligation is subject to annual appropriation and will appear in the agreement between the City and the Owner/Borrower.

Repair and Replacement Fund:

Pursuant to the Indenture, a Repair and Replacement Fund will be used to pay maintenance and repair costs related to the Project funded from bond proceeds.

Working Capital Fund:

Pursuant to the Indenture, there will be a Working Capital Fund from bond proceeds in the amount specified in the Indenture.

Pre-Opening Expense Fund:

Pursuant to the Indenture, there will be a Pre-Opening Expense Fund from bond proceeds which will be used solely for the purposes set forth in the Indenture.

Financial Covenants:

Financial, reporting and other covenants to be determined during credit underwriting based on standard and customary covenants for projects of this type. It is anticipated that the financial covenants will include the following requirements:

- a. Maintenance of Debt Service Coverage Ratio (DSCR) (tested semi-annually), as of the end of each Fiscal Year, commencing with the first full year operations:
 - i. Senior DSCR of at least [1.50x].
 - ii. Subordinate DSCR of at least [1.25x]

Failure to comply with the DSCR requirement results in a consultant call-in. A Senior DSCR of less than 1.0x is an event of default, and a Subordinate DSCR of less than 1.0x is an event of default only after no Senior bonds are outstanding,

- b. Maintenance of Liquidity Covenant: The Borrower shall maintain the following Days Cash on Hand as of the following Liquidity Testing Dates:

<u>Liquidity Testing Dates</u>	<u>Days' Cash on Hand</u>
--------------------------------	---------------------------

[June 30, 2024 and December 31, 2024]	[60]
---------------------------------------	------

[June 30, 2025 and thereafter]	[110]
--------------------------------	-------

[Days Cash on Hand will be calculated by dividing unrestricted cash and investments by operating expenses minus depreciation expense divided by 365: Days Cash on Hand = Unrestricted Cash and Investments / ((Operating Expenses – Depreciation Expense)/365)]

- c. A feasibility report from a reputable independent third party healthcare consulting firm,
- d. A gross maximum price contract from a qualified general contractor,
- e. A completion guaranty agreement from a qualified general contractor or developer,
- f. Owner/Borrower agrees to seek a rating on the bonds within 24 months from opening if DSCR is [2x] for senior lien Series A bonds and [1.5x] for Series B subordinate lien Series B bonds,
- g. During Construction, monthly construction reports from an independent construction manager, and annual budgets, operating data, covenant calculations and quarterly or semi-annual investor calls and other investor outreach as defined in a Continuing Disclosure Agreement.

Flow of Funds:

In addition to an Government Reimbursement Account established for the purpose of receiving government reimbursements from which no funds will be available to the Trustee, the Borrower will be required to maintain an Operating Account with a depository bank subject to a Deposit Account Control Agreement for the benefit of the [Trustee], which will be used to fund operating expenses of the Hospital. All Borrower revenues will be deposited daily to the Collection Account. Moneys held on deposit in the Collection Account will be

transferred on the [25th] of each month to the Revenue Fund under the Indenture and distributed each month in the following order of priority:

- a) First: to the Operating Account, the amount necessary to pay operating expenses due or expected to become due in the upcoming two months; then to satisfy any other Operating Account Requirement;
- b) Second: to the payment of Senior (Series A-1 & A-2) interest and principal;
- c) Third: to the Senior debt service reserve requirements;
- d) Fourth: to the payment of Subordinate (Series B) interest and principal;
- e) Fifth: to the Subordinate debt (Series B) service reserve requirements;
- f) Sixth: to the payment of Subordinate (Series C) interest and principal;
- g) Seventh: to the Subordinate debt (Series C) service reserve requirements;
- h) [Eighth: to the payment of any deferred Management Fees]
- i) Ninth: Any amounts owed to the Borrower
- j) Tenth: to pay Extraordinary Costs;
- k) Eleventh: to meet Repair and Replacement Fund requirements;
- l) Twelfth: to meet Operating Reserve Fund requirements;
- m) Thirteenth: to the Liquidity Support Fund, if it is still in effect
- n) Fourteenth: to the Surplus Fund

Conditions Precedent To Closing:

- 1. Closing and funding of the Bonds transaction will be subject to satisfaction of standard and customary closing and funding conditions including (i) completion of due diligence required by RBC in its sole discretion, (ii) approval of the Bonds transaction by RBC's relevant credit committee (in its sole discretion), and (iii) and delivery of required documentation such as:
- 2. Purchase and Sale Agreement and related documents with respect to the Project Property
- 3. Management Agreement (consistent with IRS QMA rules)
- 4. Development Agreement (consistent with IRS QMA rules)
- 5. Deposit account control agreement (DACA)
- 6. Appraisal of the land
- 7. Appraisal of the Project (as finished)
- 8. Final Feasibility Study for the Project
- 9. Environmental site assessment with respect to the Project
- 10. Construction contracts and documentation
- 11. ALTA survey
- 12. Title Insurance
- 13. Required insurance documentation for insurance during construction and a review and evidence of insurability for customary insurance during operation
- 14. Review and execution plan for all local or state licensing requirements necessary for operation

15. Evidence that all building permits and other approvals will be granted in the normal course of administrative review
16. Other standard and customary closing documentation

Qualified Management Agreement: The Project Agreements must comply with the qualified management agreement rules under the Internal Revenue Code, which generally require that management fees be based on [] and limit the term of a management agreement to no more than 80% of the useful life of the underlying asset that is being managed. The Trustee will have the right to terminate the Management Agreement and bring in a new manager if the Borrower is in default under the bond documents.

Construction Documentation: Delivery and review of acceptable standard and customary documentation with respect to construction financing, including, without limitation, the following, will be required at closing:

- a. Guaranteed maximum price (GMP) construction contract with acceptable liquidated damages and completion guaranty
- b. Construction disbursement agreement and procedures which will include Construction Monitor approval
- c. Architect agreement
- d. Payment and performance bond with enhanced dispute resolution and liquidity obligations
- e. Third party reports (Phase 1, geotechnical, Appraisals, Construction Monitor, etc.)

Key Professionals

Issuer:	Phoenix Industrial Development Authority
Issuer's Counsel:	Lewis Roca Rothgerber Christie LLC
Issuer's Advisor	D. A. Davidson & Co
Owner / Borrower:	CFP Sherman Hospital, LLC
Owner / Borrower's Counsel:	Best & Flanagan LLP
Project Manager:	Ivy P3 Group, Dallas, Texas
Local Partner:	City of Sherman, Texas
City's Advisor:	Stephen Mansfield
City's Counsel:	Abernathy, Roeder, Boyd & Hullett, P.C.
Bond Counsel:	Chapman and Cutler LLP
Underwriters:	RBC Capital Markets & Stephens Inc.
Underwriters' Counsel:	Norton Rose Fulbright
Trustee:	UMB Bank
Hospital Manager:	Community Hospital Corporation ("CHC")
General Contractor:	Adolfson & Peterson Construction (Dallas, Texas)
Architect:	e4H
Feasibility Consultant:	Moss Adams
Development Consultant:	Crossroads Hospital Development, LLC

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SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 7.

Meeting Date: 03/21/2022

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

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

Issue:

To consider awarding a bid to and authorizing execution of a contract with O&J Coatings, Inc. of Hurst, Texas, based on an invitation to bid for the Ida Road Ground Storage Tank Rehabilitation

Background:

This project is to rehabilitate the Ida Road Ground Storage Tank facility. The Engineering Department had a firm perform inspections on all of the City's water tanks in 2020. This tank was considered the highest priority and in need of rehabilitation as soon as possible.

Eight (8) bidders responded to the request for bids. The lowest responsive bid in the amount of \$983,000.00 was submitted by O&J Coatings, Inc. of Hurst, Texas. A bid tabulation is attached.

Origination:

Engineering Department

Financial Consideration:

The cost of the project is \$983,000.00. Funding is through the Coronavirus State and Local Recovery Funds, a part of the American Rescue Plan Act (ARPA); also known as Covid-19 Stimulus Package.

Staff Recommendation:

It is recommended that the bid be awarded for the Ida Road Ground Storage Tank Rehabilitation to O&J Coatings, Inc., in the amount of \$983,000.00. It is also recommended that the City Manager be authorized to execute the required contract documents.

Alternatives:

As may be directed by City Council

Attachments

Resolution No. 6864

Agreement

Bid Tabulation

Location Map

RESOLUTION NO. 6864

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 COATINGS, INC., BASED ON AN INVITATION TO BID FOR THE IDA ROAD GROUND STORAGE TANK REHABILITATION; 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 O&J Coatings, Inc., of Hurst, Texas, is hereby awarded the bid and the City of Sherman hereby approves the contract with O&J Coatings, Inc., in the amount of Nine Hundred Eighty-Three Thousand Dollars and Zero Cents (\$983,000.00) for the Ida Road Ground Storage Tank Rehabilitation; 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 O&J Coatings, Inc., for the aforementioned improvements, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 21st day of March, 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: _____
CITY ATTORNEY

CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF GRAYSON

THIS AGREEMENT is made and entered into this 21st day of March 2022, by and between the City of Sherman, of the County of Grayson and State of Texas, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and O&J Coatings, Inc., of the City of Hurst, County of Tarrant, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

Ida Road Ground Storage Tank Rehabilitation

and all extra work in connection therewith, under the terms as stated in the General and Specific Conditions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

Notice to Proceed

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date of written notice to do so shall have been given to him, to complete the work within Two Hundred Thirty-Five (235) calendar days, after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR Nine Hundred Eighty-Three Thousand Dollars and Zero Cents (**\$983,000.00**) in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

CITY OF SHERMAN, TEXAS (OWNER)

ATTEST:

By: _____ By: _____
Robby Hefton, City Manager Linda Ashby, City Clerk

By: _____ By: _____
(CONTRACTOR) ATTEST:

The following to be executed if the CONTRACTOR is a corporation:

I, _____ certify that I am the secretary of the corporation named as CONTRACTOR herein; that _____, who signed this Contract on behalf of the CONTRACTOR is the _____ (official title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: _____

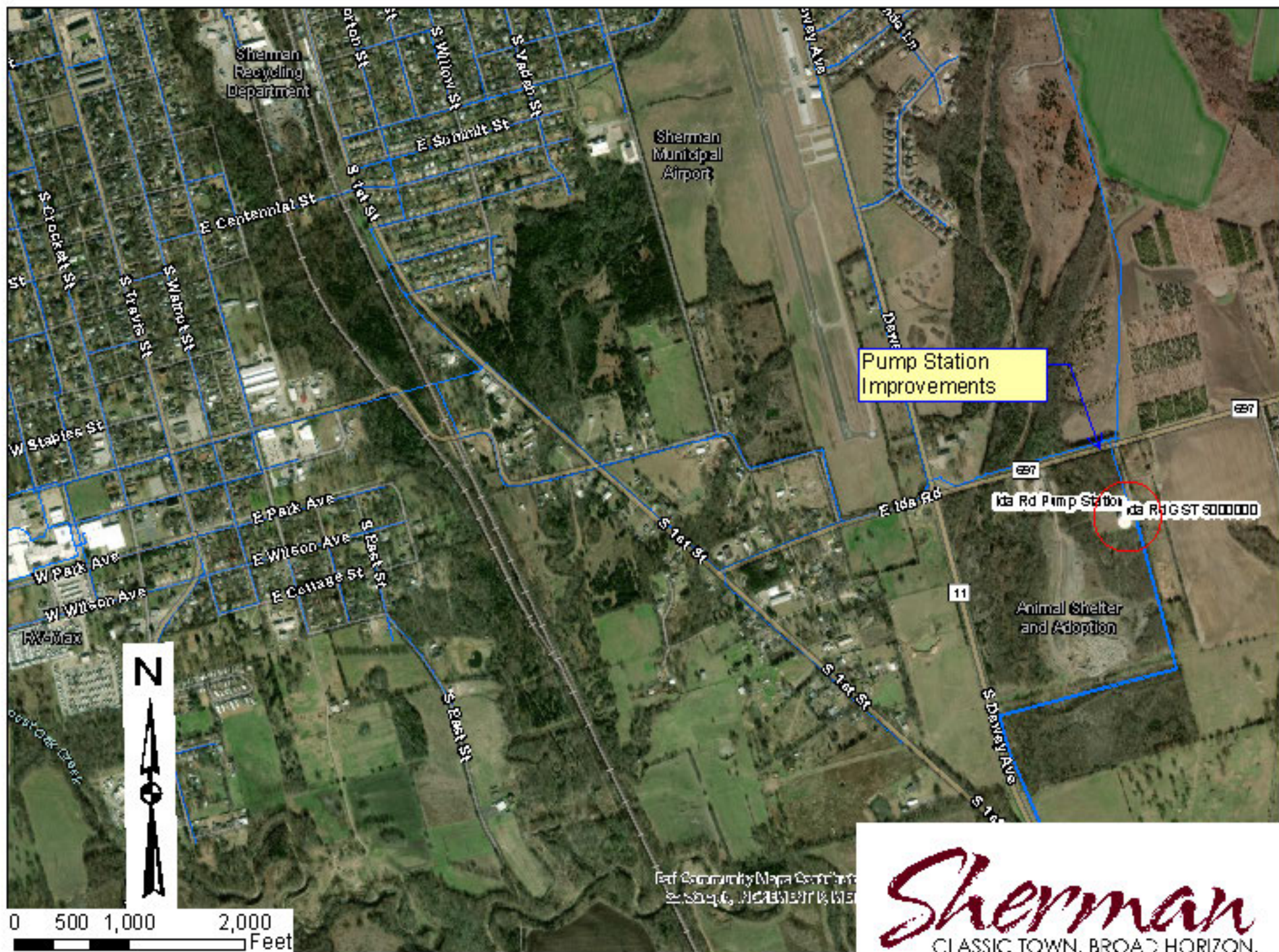
Corporate Seal

Bid Tabulation**Project:** Ida Road Ground Storage Tank Rehabilitation**Owner:** City of Sherman**Number:** 2022-04**Public Works Project # 1468-U and Bid Number 2022-04****Date:** 3/3/2022

						Dixie Painting					
				O & J Coatings, Inc.		& Sandblasting, Inc.		D & M Tank, LLC		Utility Service Co, Inc.	
Item	Description	Estimated Quantity		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	All Work as defined in the Contract Documents except those items listed separately below.	1	LS	100,000.00	\$100,000.00	145,000.00	\$145,000.00	115,700.00	\$115,700.00	75,000.00	\$75,000.00
2	Interior and exterior sandblast and recoat of the Ida Road Ground Storage Tank.	1	LS	750,000.00	\$750,000.00	791,600.00	\$791,600.00	868,700.00	\$868,700.00	908,400.00	\$908,400.00
3	Cathodic protection of the Ida Road Ground Storage Tank.	1	LS	40,000.00	\$40,000.00	40,000.00	\$40,000.00	46,490.00	\$46,490.00	69,200.00	\$69,200.00
4	Painting of the "Sherman" portion of the logo applied to the Harrison Elevated Storage Tank.	1	LS	8,000.00	\$8,000.00	5,100.00	\$5,100.00	18,000.00	\$18,000.00	4,400.00	\$4,400.00
5	Painting of the "Home of Austin College" and kangaroo logo portions of the logo applied to the Harrison Elevated Storage Tank.	1	LS	10,000.00	\$10,000.00	4,800.00	\$4,800.00	12,000.00	\$12,000.00	11,200.00	\$11,200.00
6	Installation of the fall protection system at the Harrison Elevated Storage Tank.	1	LS	2,000.00	\$2,000.00	4,000.00	\$4,000.00	9,000.00	\$9,000.00	1,000.00	\$1,000.00
7	Contingency Allowance for Pit Repairs to the Tank Structure at the Ida Road Ground Storage Tank.	100	EA	100.00	\$10,000.00	65.00	\$6,500.00	20.00	\$2,000.00	50.00	\$5,000.00
8	Contingency Allowance for Linear Repairs to the Tank Structure at the Ida Road Ground Storage Tank.	10	LF	300.00	\$3,000.00	150.00	\$1,500.00	150.00	\$1,500.00	250.00	\$2,500.00
9	Contingency Allowance Removal & transport of built-up sediment inside the Ida Road Ground Storage Tank.	3,000	CF	20.00	\$60,000.00	0.50	\$1,500.00	10.00	\$30,000.00	20.00	\$60,000.00
Total Base Bid					\$983,000.00		\$1,000,000.00		\$1,103,390.00		\$1,136,700.00

Bid Tabulation**Project:** Ida Road Ground Storage Tank Rehabilitation**Owner:** City of Sherman**Number:** 2022-04**Public Works Project # 1468-U and Bid Number 2022-04****Date:** 3/3/2022

Item	Description	Estimated Quantity		CTEX Construction		Tank Pro Inc.		N.G. Painting, LP		Archer Western	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	All Work as defined in the Contract Documents except those items listed separately below.	1	LS	298,000.00	\$298,000.00	380,003.00	\$380,003.00	200,000.00	\$200,000.00	501,500.00	\$501,500.00
2	Interior and exterior sandblast and recoat of the Ida Road Ground Storage Tank.	1	LS	753,286.56	\$753,286.56	691,198.00	\$691,198.00	1,600,000.00	\$1,600,000.00	2,349,000.00	\$2,349,000.00
3	Cathodic protection of the Ida Road Ground Storage Tank.	1	LS	40,000.00	\$40,000.00	37,190.00	\$37,190.00	48,000.00	\$48,000.00	190,500.00	\$190,500.00
4	Painting of the "Sherman" portion of the logo applied to the Harrison Elevated Storage Tank.	1	LS	8,000.00	\$8,000.00	5,235.00	\$5,235.00	10,000.00	\$10,000.00	159,000.00	\$159,000.00
5	Painting of the "Home of Austin College" and kangaroo logo portions of the logo applied to the Harrison Elevated Storage Tank.	1	LS	7,000.00	\$7,000.00	6,235.00	\$6,235.00	15,000.00	\$15,000.00	106,000.00	\$106,000.00
6	Installation of the fall protection system at the Harrison Elevated Storage Tank.	1	LS	4,000.00	\$4,000.00	3,750.00	\$3,750.00	20,000.00	\$20,000.00	10,000.00	\$10,000.00
7	Contingency Allowance for Pit Repairs to the Tank Structure at the Ida Road Ground Storage Tank.	100	EA	30.00	\$3,000.00	20.00	\$2,000.00	30.00	\$3,000.00	200.00	\$20,000.00
8	Contingency Allowance for Linear Repairs to the Tank Structure at the Ida Road Ground Storage Tank.	10	LF	50.00	\$500.00	200.00	\$2,000.00	100.00	\$1,000.00	300.00	\$3,000.00
9	Contingency Allowance Removal & transport of built-up sediment inside the Ida Road Ground Storage Tank.	3,000	CF	10.00	\$30,000.00	10.00	\$30,000.00	3.00	\$9,000.00	20.00	\$60,000.00
Total Base Bid					\$1,143,786.56		\$1,157,611.00		\$1,906,000.00		\$3,399,000.00



Sherman
CLASSIC TOWN, BROAD HORIZON.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 8.

Meeting Date: 03/21/2022

Prepared By: Shawn Hackworth, IT Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6865**

Authorizing the Purchase of Network Equipment through Texas DIR-TSO-4167 Contract

Issue:

To consider approval of a resolution to purchase networking equipment for new Police Department Headquarters.

Background:

Network equipment must be purchased for new Police Headquarters. Equipment includes core routers, switches, and wireless access points.

Origination:

Information Technology Department

Financial Consideration:

Equipment will be purchased from Presidio Networked Solutions Group, LLC via Texas DIR-TSO-4167 contract. Total cost is \$85,665.63.

Vendor reports significant lead times and recommends we order quickly.

Staff Recommendation:

IT recommends that approval be authorized.

Alternatives:

As may be recommended by the City Council.

Attachments

Resolution No. 6865

Presidio Quote

DIR-TSO-4167

RESOLUTION NO. 6865

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF NETWORK EQUIPMENT THROUGH TEXAS DIR-TSO-4167 CONTRACT; 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 Presidio Networked Solution Group, LLC through Texas DIR-TSO-4167 contract for network equipment for the new Sherman Police Department Headquarters at a total price of Eighty Five Thousand Six Hundred Sixty Five and Sixty Three Cents(\$85,665.63). Any agreements related to the purchase must be approved by the City Attorney.

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 21st day of March, 2022.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

TO: City of Sherman
Randall Mitchell
405 N. Rusk
Sherman, TX 75090

randallm@cityofsherman.com
(p) 903.892.7037
(f) (903) 892-7394

FROM: Presidio Networked Solutions Group, LLC
Beau Anderson
7701 Las Colinas Ridge
#600
Irving, TX 75063

banderson@presidio.com
(p) +1.512.795.7114

SHIP TO: City of Sherman

405 N. Rusk
Sherman, TX 75090

Customer#: CITYO806
Account Manager: Donna Ean
Inside Sales Rep: Beau Anderson
Title: New PD Bldg Wireless Equipment

Contract Vehicle: Texas DIR-TSO-4167 Cisco

#	Part #	Description	Unit Price	Qty	Ext Price
Option 2: Meraki 5 Yr					
C9300-48U-A					
1	C9300-48U-A	Catalyst 9300 48-port UPOE, Network Advantage	\$7,651.38	1	\$7,651.38
2	CON-SNT-C93004UA	SNTC-8X5XNBD Catalyst 9300 48-port UPOE, Network Adva	\$775.06	1 for 12 mo(s)	\$775.06
3	C9300-NW-A-48	C9300 Network Advantage, 48-port license	\$0.00	1	\$0.00
4	SC9300UK9-175	Cisco Catalyst 9300 XE 17.5 UNIVERSAL UNIVERSAL	\$0.00	1	\$0.00
5	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	\$0.00	1	\$0.00
6	PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	\$1,303.54	1	\$1,303.54
7	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	2	\$0.00
8	C9300-SSD-NONE	No SSD Card Selected	\$0.00	1	\$0.00
9	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$68.61	1	\$68.61
10	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	\$65.18	1	\$65.18
11	TE-C9K-SW	TE agent for IOSXE on C9K	\$0.00	1	\$0.00
12	C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	\$0.00	1	\$0.00
13	C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License	\$2,452.71	1	\$2,452.71
14	C1-ADD-OPTOUT	Cisco DNA Premier Add-On Session Opt Out (No Fulfillment)	\$0.00	1	\$0.00
15	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	\$0.00	1	\$0.00
16	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	\$0.00	1	\$0.00
17	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$0.00	1	\$0.00

18	D-DNAS-EXT-S-3Y	Cisco DNA Spaces Extend for Catalyst Switching - 3Year	\$0.00	1	\$0.00
19	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	1	\$0.00
20	TE-EMBEDDED-T-3Y	ThousandEyes - Enterprise Agents	\$0.00	1	\$0.00
21	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$1,508.18	1	\$1,508.18
22	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1	\$0.00
Total:					\$13,824.66
SFP-10G-SR-S=					
23	SFP-10G-SR-S=	10GBASE-SR SFP Module, Enterprise-Class	\$499.37	2	\$998.74
Total:					\$998.74
MR36-HW					
24	MR36-HW	Meraki MR36 Wi-Fi 6 Indoor AP	\$463.69	20	\$9,273.80
Total:					\$9,273.80
MR76-HW					
25	MR76-HW	Meraki MR76 Wi-Fi 6 Outdoor AP	\$1,207.49	6	\$7,244.94
Total:					\$7,244.94
MA-ANT-20					
26	MA-ANT-20	Meraki Dual-band Omni Antennas	\$136.53	12	\$1,638.36
Total:					\$1,638.36
LIC-ENT-5YR					
27	LIC-ENT-5YR	Meraki MR Enterprise License, 5YR	\$244.49	26	\$6,356.74
Total:					\$6,356.74
MS210-48FP-HW					
28	MS210-48FP-HW	Meraki MS210-48FP 1G L2 Cld-Mngd 48x GigE 740W PoE Switch	\$4,866.77	7	\$34,067.39
Total:					\$34,067.39
MA-CBL-40G-50CM					
29	MA-CBL-40G-50CM	Meraki 40GbE QSFP Cable, 0.5 Meter	\$75.43	7	\$528.01
Total:					\$528.01
MA-CBL-40G-3M					
30	MA-CBL-40G-3M	Meraki 40GbE QSFP Cable, 3 Meter	\$226.30	1	\$226.30
Total:					\$226.30
MA-SFP-1GB-SX					
31	MA-SFP-1GB-SX	Meraki 1000Base SX Multi-Mode	\$343.04	2	\$686.08
Total:					\$686.08
MS210-48FP-HW					
32	MS210-48FP-HW	Meraki MS210-48FP 1G L2 Cld-Mngd 48x GigE 740W PoE Switch	\$4,866.77	1	\$4,866.77
Total:					\$4,866.77
MA-SFP-1GB-SX					
33	MA-SFP-1GB-SX	Meraki 1000Base SX Multi-Mode	\$343.04	2	\$686.08
Total:					\$686.08
LIC-MS210-48FP-5YR					

**QUOTE:****2003222203584-02**

DATE:

03/08/2022

PAGE:

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34	LIC-MS210-48FP-5YR	Meraki MS210-48FP Enterprise License and Support, 5 Year	\$658.47	8	\$5,267.76
Total:					\$5,267.76
Total (Option 2: Meraki 5 Yr):					\$85,665.63

Sub Total:					\$85,665.63
Grand Total:					\$85,665.63

This quote is governed by Terms and Conditions of Texas DIR-TSO-4167 Contract.
State of Texas Vendor ID 17605152499
Standard-Terms-for-Purchase-of-Services or Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:
Presidio Networked Solutions Group, LLC
7701 Las Colinas Ridge #600,
Irving, TX 75063

Pursuant to this contract your PO must reflect the following contract:
Texas DIR-TSO-4167
Tax ID# 76-0515249; Size Business: Large; CAGE Code: 639L4; DUNS#11-436-9671; CEC 15-506005G
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Destination

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCTS AND RELATED SERVICES
Cisco Systems, Inc.

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Cisco Systems, Inc. (hereinafter "Vendor"), with its principal place of business at 170 West Tasman Drive, San Jose, California 95134.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-425, on December 20, 2017, for Cisco Branded Products and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-425 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, End User License Agreement; Appendix E, Services Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-425, including all addenda; and Exhibit 2, DIR-TSO-TMP-425, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with three (3) optional one-year renewals. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings**A. Products**

Products available under this Contract are limited to Cisco branded products and services and third-party products that complement the Cisco branded products and services as specified in the Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Cisco branded services as specified in Appendix C, Pricing Index and Appendix E, Services Agreement. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

C. Emerging Technologies and Future Acquisitions

DIR recognizes that technology is ever-evolving and advancing. DIR reserves the right to consider the addition of emerging technologies such as next generation, enhancements and upgrades for products or services that are within the scope of the Cisco Branded Products and Services RFO DIR-TSO-TMP-425. Vendor may propose such products and services throughout the term of the Contract with pricing and terms to be negotiated upon DIR's acceptance. Any determination or acceptance of additions will be at DIR's sole discretion. In addition, DIR and Vendor may mutually agree to add future acquisitions by Cisco to the Contract, with product and service terms, conditions and pricing to be mutually agreed upon in writing by contract amendment.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon thirty (30) calendar days written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

Vendor Contract No. _____

If sent to the State:

Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:

Lynne Coughlan
Cisco Systems, Inc.
170 West Tasman Drive
San Jose, California 95134
Phone: (617) 951 - 6755
Facsimile: (703) 842 - 8684
Email: lcoughla@cisco.com

7. Software License, Service and Leasing Agreements**A. Software License Agreement**

1) Customers acquiring software licenses to Cisco branded products under the Contract shall hold, use and operate such software subject to compliance with the End User License Agreement set forth in Appendix D of this Contract. No changes to the End User License Agreement terms and conditions may be made unless previously agreed to between Vendor and DIR. Customers may not add, delete or alter any of the language in Appendix D; provided however, that a Customer and Vendor may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Vendor. Order Fulfiller shall make the Software License Agreement terms and conditions available to all Customers at all times.

2) Compliance with the End User License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the End User License Agreement. If DIR purchases software licenses for its own use under this Contract, it shall be responsible for its compliance with the End User License Agreement terms and conditions.

B. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor for Cisco branded products. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this**

Vendor Contract No. _____

Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher. For third-party products included in the Appendix C Pricing Index, Vendor will provide the applicable third-party software license agreements to Customer.

C. Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in Appendix E of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

D. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software End User License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not without prior written agreement from Customer's authorized signatory, require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and Vendor's resellers who pass through product documents and obligations from the Manufacturer or Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

A. Appendix A, Section 3, Definitions, A. Customer, is hereby restated in its entirety as follows:

A. Customer - the any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

- 1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
- 2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
- 3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;
- 4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
- 5) A local workforce development board created under Section 2308.253;
- 6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
- 7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
- 8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
- 9) A nonprofit organization that provides affordable housing. Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order.

Notwithstanding the above, nothing in the definition of Customer shall require Vendor to offer products and services to state agencies and political subdivisions of other states as authorized under Chapter 2170, Texas Government Code.

B. Appendix A, Section 3, Definitions, G. Purchase Order, is hereby restated in its entirety as follows:

Vendor Contract No. _____

G. Purchase Order - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument). The terms of this agreement supersedes any terms printed on Customer's Purchase Order and any Purchase Order terms are null and void.

- C. Appendix A, Section 4, General Provisions, D. Assignment**, is hereby restated in its entirety as follows:

D. Assignment

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another Texas state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party. Any other assignment by a party shall require the written consent of the other party. Each party agrees to cooperate to amend the Contract as necessary to maintain an accurate record of the contracting parties.

- D. Appendix A, Section 4, General Provisions, E. Survival**, is hereby restated in its entirety as follows:

E. Survival

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Vendor or Order Fulfiller shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order prior to acceptance by Vendor or its Order Fulfiller. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than five years, unless Customer makes an express finding and justification for the longer term. The finding and justification must either be included in the Purchase Order, or referenced in it and maintained in Customer's procurement record. Rights and obligations under this Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee; and any and all payment obligations invoiced prior to the termination or expiration hereof; obligations of confidentiality; and, indemnification, will remain in effect after termination or expiration hereof.

- E. Appendix A, Section 5, Intellectual Property Matters**, is hereby restated in its entirety as follows:

This contract does not contemplate, authorize or support acquisition of custom software products or services or the creation of intellectual property. If Vendor and Customer seek to contract for such product or service, they must use a separate contract or seek amendment with DIR of this contract. If DIR and Vendor decide to authorize customized software or hardware products or the creation of intellectual property, then the terms and conditions of ownership of intellectual property will be negotiated between the parties at such time.

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- F. Appendix A, Section 7, Contract Fulfillment and Promotion, A. Service, Sales and Support of the Contract**, is hereby restated in its entirety as follows:

A. Service, Sales and Support of the Contract

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote services available under the Contract. Vendor shall use its commercially reasonable efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for services available under the Contract shall be processed through the Contract.

- G. Appendix A, Section 7, Contract Fulfillment and Promotion, C. Product Warranty and Return Policies**, is hereby restated in its entirety as follows:

C. Product Warranty and Return Policies

Order Fulfiller will adhere to the Vendor's then-currently published policies concerning product warranties and returns. Product warranty and return policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated Customers for like products. Warranty and returns for third-party products will be subject to the separate policies and terms set forth by the applicable third-party, provided said policies and terms were provided to Customers prior to acceptance by Customer of the third-party products. Vendor/Order Fulfiller will assign any such warranty and return rights to Customer, to the extent applicable.

- H. Appendix A, Section 7, Contract Fulfillment and Promotion, E. Internet Access to Contract and Pricing Information**, is hereby restated in its entirety as follows:

E. Internet Access to Contract and Pricing Information

1) Vendor Website

Within thirty (30) calendar days of the effective date of the Contract, Vendor will establish and maintain a website specific to the product and service offerings under the Contract which is clearly distinguishable from other, non-DIR Contract offerings at Vendor's website. The website must include:

- a) the products and services awarded (alternatively, categories);
- b) description of product and service (categories) awarded;
- c) a current price list or mechanism (for example, a services calculator or product builder) to obtain specific contracted pricing;
- d) discount percentage (%) off MSRP or List Price;
- e) designated Order Fulfillers;
- f) contact information (name, telephone number and email address) for Vendor and designated Order Fulfillers;
- g) instructions for obtaining quotes and placing Purchase Orders;
- h) warranty policies;
- i) return policies;
- j) the DIR Contract number with a hyperlink to the Contract's DIR webpage;
- k) a link to the DIR "Cooperative Contracts" webpage; and
- l) the DIR logo in accordance with the requirements of this Section.

Vendor Contract No. _____

If Vendor does not meet the webpage requirements listed above, DIR may cancel the contract without penalty; provided however, that Vendor is provided written notice of the website's non-compliance, and Vendor fails to correct such non-compliance within thirty (30) calendar days.

2) Accurate and Timely Contract Information

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within thirty (30) business days after written notification by DIR.

3) Website Compliance Checks

Periodic compliance checks of the information posted for the Contract on Vendor's website will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this website is compliant with the pricing as stated in Section 4 of the Contract.

4) Website Changes

Vendor hereby consents to a link from the DIR website to Vendor's website in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

5) Use of Access Data Prohibited

If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract, and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict DIR or Customer access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

6) Responsibility for Content

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

I. Appendix A, Section 7, Contract Fulfillment and Promotion, G. Vendor and Order Fulfiller Logo, is hereby restated in its entirety as follows:

G. Vendor and Order Fulfiller Logo

In the event DIR should need use of Vendor's or Order Fulfiller's Logos, mutually agreed upon criteria will be coordinated with Vendor.

Vendor Contract No. _____

- J. **Appendix A, Section 8, Pricing, Purchase Order, Invoices, and Payments, C. Customer Price,** is hereby restated in its entirety as follows:

C. Customer Price

- 1) The price to the Customer shall be calculated as follows:

Customer Price = (MSRP or List Price – Customer Discount as set forth in Appendix C, Pricing Index) x (1 + DIR Administrative Fee, as set forth in the Contract).

- 2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

- 3) If pricing for Vendor's products or services available under this Contract are provided by Vendor at a lower price to: (i) an eligible Customer in Texas who is not purchasing those products or services under this Contract or (ii) any other Texas entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price prospectively. This requirement applies to products or services quoted directly by Vendor for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. Upon either Customer's notice to Vendor, or Vendor's notice to Customer that the party(ies) have become aware of this pricing differential and the pricing differential has been confirmed by Vendor or Customer provides reasonable confirmation to Vendor, this Contract shall be amended within ten (10) business days to reflect the lower price.

- K. **Appendix A, Section 8, Pricing, Purchase Orders, Invoices, and Payments, G. Changes to Prices,** is hereby replaced in its entirety as follows:

G. Changes to Prices

Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract.

Vendor may revise its pricing (but not its discount rate, if any, and not the products or services on its contract pricing list) by posting a revised pricing list. Such revised pricing lists are subject to review by DIR. If DIR finds that a product's or service's price has been increased unreasonably, DIR may request Vendor to reduce its pricing for the product or service to the level published before the revision. Vendor must reduce its pricing or remove the product or service from its pricing list within thirty (30) calendar days. Failure to do so will constitute an act of default by Vendor.

- L. **Appendix A, Section 8, Pricing, Purchase Orders, Invoices, and Payments, K. Transfer of Title,** is hereby added to this section as follows:

K. Transfer of Title

Transfer of Title shall occur upon acceptance of goods. Customer shall have five (5) business days after receipt to accept products. Absent written rejection within five (5) business days,

Vendor Contract No. _____

products will be deemed accepted, without waiving the right to return products as set forth under Vendor and product warranty provisions.

M. Appendix A, Section 9, Contract Administration, B. Reporting and Administrative Fees, is hereby restated in its entirety as follows:

1) Reporting Responsibility

a) Vendor shall be responsible for reporting all products and services purchased under the Contract. Vendor shall file the monthly reports, subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to, compliance checks of Vendor's applicable Contract books at DIR's expense. Vendor will provide all required documentation at no cost.

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous month period. Reports shall be submitted to the DIR ICT Cooperative Contracts E-Mail Box at ict.sales@dir.texas.gov. Reports are due on the fifteenth (15th) calendar day after the close of the previous month period. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. It is the responsibility of Vendor to collect and compile all sales under the Contract from participating Order Fulfillers and submit one (1) monthly report. The monthly report shall include, per transaction: the detailed sales for the period, Order Filler's Company name, if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer (brand), quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, and other information as required by DIR. Each report must contain all information required by DIR and listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section. Vendor shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in contract termination.

3) Historically Underutilized Businesses Subcontract Reports

a) Vendor shall electronically provide each Customer with Vendor's applicable Order Filler's relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

b) Reports shall be due in accordance with the CPA rules.

4) DIR Administrative Fee

a) An administrative fee shall be paid by Vendor to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. DIR will review Vendor monthly sales reports, close the sales period, and notify the Vendor of the administrative fee no later than the fourteenth (14th) day of the second month following the date of the reported sale. Vendor shall pay the administrative fee by the twenty-fifth

Vendor Contract No. _____

(25th) calendar day of the second month following the date of the reported sale. For example, Vendor reports January sales by February 15th; DIR closes January sales and notifies Vendor of administrative fee by March 14th; Vendor submits administrative fee for January sales by March 25th.

b) DIR may change the amount of the administrative fee upon thirty (30) calendar days written notice to Vendor without the need for a formal contract amendment.

c) Vendor shall reference the DIR Contract number, reporting period, and administrative fee amount on any remittance instruments.

d) Notwithstanding the foregoing, DIR shall timely provide to Vendor a report of all ineligible sales or other reporting discrepancies (including administrative fees), based on DIR's review of available sales information.

5) Accurate and Timely Submission of Reports

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within ten (10) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee payments within ten (10) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval, such approval not unreasonably withheld.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in C.3 of this Section, at Vendor's expense. DIR will select the auditor (and all payments to auditor will require DIR approval).

c) Failure to timely submit three (3) reports or administrative fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of \$100/day for each day the report or payment is due (up to \$1000/month) or suspension or termination of Vendor's Contract.

N. Appendix A, Section 9, Contract Administration, C. Records and Audit, paragraph 3, is hereby restated in its entirety as follows:

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers thirty (30) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be

Vendor Contract No. _____

made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. If Vendor is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) calendar days of receipt.

- O. Appendix A, Section 10, Vendor Responsibilities, A. Indemnification, 2) ACTS OR OMISSIONS,** is hereby restated in its entirety as follows:

2) ACTS OR OMISSIONS

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, AND/OR PERMITTED ASSIGNEES, FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED REASONABLE COSTS, ATTORNEY FEES, AND EXPENSES resulting from bodily injury (including death) or damage to tangible property to the extent arising out of, or resulting from any negligent acts or omissions, or willful misconduct of the Vendor or its agents, employees, or subcontractors, in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS. VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

- P. Appendix A, Section 10, Vendor Responsibilities, A. Indemnification, 3) INFRINGEMENTS,** is hereby restated in its entirety as follows:

3) INFRINGEMENTS

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEEs from any and all third-party claims alleging infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL REASONABLE COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS. VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

Notwithstanding the foregoing, such indemnity shall not apply, and Vendor shall have no liability under this section if the alleged infringement is caused by:

- 1) Modification of a product by Customer or a third party

Vendor Contract No. _____

- 2) The amount or duration of use which Customer makes of the Product, revenue earned by Customer from services it provides that use the Product, or services offered by Customer to external or internal customers
- 3) Combination, operation, or use of a product with non-Cisco products, software or business processes
- 4) Customer's use of the products after Vendor informs Customer of modifications or a change required to avoid such claims and offers to implement those changes
- 5) Any modifications made to the Product by the Vendor pursuant to Customer's specific instructions.

b) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Q. Appendix A, Section 10, Vendor Responsibilities, A. Indemnification, 4) Property Damage, is hereby deleted in its entirety.

R. Appendix A, Section 10, Vendor Responsibilities, B. Taxes/Worker's Compensation/ UNEMPLOYMENT INSURANCE, Paragraph 2), is hereby restated in its entirety as follows:

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, REASONABLE ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING REASONABLE ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

S. Appendix A, Section 10, Vendor Responsibilities, N. Required Insurance Coverage, is hereby restated in its entirety as follows:

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide certificates of insurance, or other proof of insurance acceptable to DIR, reflecting maintenance of the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall

Vendor Contract No. _____

provide certificates of insurance, or other proof of such insurance coverage acceptable to Customer to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that have an A rating and a Financial Size Category Class of VII from A.M. Best and are licensed in the State of Texas and authorized to provide the corresponding coverage. Required coverage must remain in effect throughout the term of the Contract and each Purchase Order issued to Vendor thereunder. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include \$1,000,000 per occurrence for Bodily Injury and Property Damage, with a separate aggregate limit of \$2,000,000; Personal Injury and Advertising Liability of \$1,000,000; Products/Completed Operations Aggregate Limit of \$2,000,000; and Damage to Premises Rented: \$50,000. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract;
- b) Independent Contractor coverage;
- c) State of Texas, DIR and Customer included as an additional insured, but only to the extent of liabilities falling within Vendor's contractual and indemnity obligations pursuant to this Agreement; and
- d) Waiver of Subrogation, but only to the extent of liabilities falling within Vendor's contractual and indemnity obligations pursuant to this Agreement.

2) Workers' Compensation Insurance

WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS' COMPENSATION ACT (ART. 8308-1.01 ET SEQ. TEX. REV. CIV. STAT) AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF \$1,000,000 BODILY INJURY PER ACCIDENT, \$1,000,000 BODILY INJURY DISEASE PER EMPLOYEE AND \$1,000,000 PER DISEASE POLICY LIMIT.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

- a) Waiver of Subrogation, but only to the extent of liabilities falling within Vendor's contractual and indemnity obligations pursuant to this Agreement; and
- b) State of Texas, DIR and Customer included as an additional Insured, but only to the extent of liabilities falling within Vendor's contractual and indemnity obligations pursuant to this Agreement.

T. Appendix A, Section 10, Vendor Responsibilities, X. Use and Protection of Confidential Information, is hereby added to Appendix A as follows:

Vendor Contract No. _____

X. Use and Protection of Confidential Information

Customer and Vendor agree that in connection with this Contract and their relationship, they may come into possession of another party's Confidential Information. The receiving party shall at all times keep in trust and confidence all such Confidential information received, and shall not use such Confidential Information other than as expressly authorized by the disclosing party under this Agreement, nor shall the receiving party disclose any such Confidential Information to third parties without the disclosing party's written consent. Notwithstanding the above, Vendor shall be authorized to disclose Customer's Confidential Information to order fulfillers, contractors or employees of a Vendor entity who have a legitimate business need to have access to such information to fulfill Customer's purchase orders. Notwithstanding any record retention policies and laws, the receiving party shall immediately return to the disclosing party all Confidential Information (including copies thereof) in the receiving party's possession, custody, or control upon termination or expiration of this Agreement. The obligations of confidentiality shall not apply to information which (a) has entered the public domain, except where such entry is the result of the receiving party's breach of this Agreement; (b) prior to disclosure hereunder was already rightfully in the receiving party's possession; (c) subsequent to disclosure hereunder is obtained by the receiving party on a non-confidential basis from a third party who has the right to disclose such information to the receiving party. Additionally, the receiving party is authorized to disclose Confidential Information pursuant to a valid order issued by a court or government agency, provided that the receiving party provides (i) prior written notice to the disclosing party of such obligation and (ii) the opportunity to oppose such disclosure. Customer and DIR may disclose information necessary to comply with the Texas Public Information Act.

Vendor shall not disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the Customer. Any press release or publication by Vendor regarding this Agreement is subject to prior review and written approval of DIR and Customer. Customer and DIR may publish the contract and Agreement in its customary manner or as required by law.

- U. Appendix A, Section 11, Contract Enforcement, B. Termination, 1) Termination for Non-Appropriation, a) Termination for Non-Appropriation by Customer**, is hereby restated in its entirety as follows:

a) Termination for Non-Appropriation by Customer

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract

Vendor Contract No. _____

(except for products or services accepted before termination, for which return provisions are provided, which Customer fails to return), nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

V. Appendix A, Section 11, Contract Enforcement, B. Termination, 3) Termination for Convenience, is hereby restated in its entirety as follows:

3) Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order or other contractual document or relationship prior to the delivery of the ordered products or services by giving the other party thirty (30) calendar days written notice. Notwithstanding the foregoing, if a Customer issued a Purchase Order and accepted delivery of the ordered products or services, the Customer is obligated to pay for the product or services in accordance with the payment and return provisions contained in this Agreement.

W. Appendix A, Section B. Termination, 4. Termination for Cause, b) Purchase Order, is hereby restated in its entirety as follows:

b) Purchase Order

Customer or Order Fulfiller may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship in accordance with Section 4.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party ten (10) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend a Purchase Order without advance notice in the event Vendor fails to comply with confidentiality, privacy, security requirements, environmental or safety laws or regulations, if such non-compliance materially relates to vendor provision of goods or services to the Customer.

X. Appendix A, Section 11, Contract Enforcement, C. Force Majeure, is hereby restated in its entirety as follows:

C. Force Majeure

DIR, Customer, Vendor or Order Fulfiller may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase

Vendor Contract No. _____

Order if it is determined by the Customer that Order Filler will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

Remainder of page intentionally left blank

Vendor Contract No. _____

This Contract is executed to be effective as of the date of last signature.

Cisco Systems, Inc.

Authorized By: Signature on File

Name: Jennifer Pate

Title: Authorized Signatory

Date: 6/29/2018

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker / Colleen Berkley, Procurement Director
On Behalf of Hershel Becker

Title: Chief Procurement Officer

Date: 7/3/2018

Office of General Counsel: Signature on File, 6/29/2018



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 9.

Meeting Date: 03/21/2022

Prepared By: Jana Garner, Grants Coordinator

Approved By: Robby Hefton, City Manager

Caption:

*** 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

Issue:

Approval to submit grant application to The Dickey Foundation

Background:

Sherman PD is in need of new plates for bullet-proof vests and also ballistic helmets

Origination:

Jana Garner, Grants Coordinator

Financial Consideration:

Grant funds requested in the amount of \$64,517

Staff Recommendation:

Approval to submit the grant request application to The Dickey Foundation

Alternatives:

Alternatives if approval is not given are 1) purchase directly from the Sherman PD budget, or 2) the Grant Coordinator continues looking for other grants to apply for funding.

Attachments

Resolution No. 6866

RESOLUTION NO. 6866

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; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, The City Council of the City of Sherman, Texas, finds it in the best interest of the citizens of Sherman, Texas, that the purchase of body armor plates and ballistic helmets for the Sherman Police Department; and

WHEREAS, the City Council understands there is no matching requirement for said project by The Dickey Foundation; and

WHEREAS, the City Council agrees that in the event of loss or misuse of The Dickey Foundation funds, the City of Sherman assures that the funds will be returned to The Dickey Foundation in full.

NOW THEREFORE, BE IT RESOLVED that City Council of the City of Sherman approves submission of the grant application for body armor plates and ballistic helmets to The Dickey Foundation.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 21st day of March 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 10.

Meeting Date: 03/21/2022

Prepared By: Jana Garner, Grants Coordinator

Approved By: Robby Hefton, City Manager

Caption:

*** 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

Issue:

The original resolution submitted for the grant application to fund Victim Advocate for Sherman PD did not contain all sections required by the Office of the Governor - Criminal Justice Division.

Background:

Sherman PD would like to add a Victim Advocate to their staff to assist victims of violent crimes.

The Resolution No. 6835 was approved at the January 18, 2022 Called City Council Meeting for the grant application to fund Victim Advocate for Sherman PD. This resolution did not contain all sections required by the Office of the Governor - Criminal Justice Division. Sections added are:

SECTION 2. That the City Manager is hereby authorized to apply for, accept, reject, alter, or terminate a grant.

SECTION 4. That it is hereby approved that in the event of loss or misuse of the Office of the Governor – Criminal Justice Division funds, the City of Sherman assures that the funds will be returned to the Office of the Governor - Criminal Justice Division in full.

SECTION 5. That the City Council understands there is no matching requirement for said project by the Office of the Governor – Criminal Justice Division and the Texoma Council of Governments Criminal Justice Grant application;

Origination:

Jana Garner, Grants Coordinator

Financial Consideration:

Grant funding is requested in the amount of \$61,212.05.

Staff Recommendation:

Request approval from the City Council to apply to the Office of the Governor - Criminal Justice Division for funding of a Victim Advocate for the Sherman PD.

Alternatives:

Alternatives, if approval is not given, would be 1) costs will come directly from the Sherman PD budget; or 2) Grants Coordinator continues looking for grants to apply for funding.

Attachments

Resolution No. 6867
2023 GVA Announcement

RESOLUTION NO. 6867

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. 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 SO RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized, subject to all contract documents being properly completed and approved as to form and content by City Attorney, seeking approval to submit a grant application for the General Victim Assistant Grant Program, PY2023 through the office of the Governor, Public Safety Office, Criminal Justice Division to fund a Victim Advocate position with the Sherman Police Department.

SECTION 2. That the City Manager is hereby authorized to apply for, accept, reject, alter, or terminate a grant.

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.

SECTION 4. That it is hereby approved that in the event of loss or misuse of the Office of the Governor – Criminal Justice Division funds, the City of Sherman assures that the funds will be returned to the Office of the Governor - Criminal Justice Division in full.

SECTION 5. That the City Council understands there is no matching requirement for said project by the Office of the Governor – Criminal Justice Division and the Texoma Council of Governments Criminal Justice Grant application; and

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 21st day of March 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



Office of the Governor, Public Safety Office Criminal Justice Division Funding Announcement: ***General Victim Assistance Grant Program, FY2023***

Purpose

The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process.

Services may include the following:

- Responding to the emotional and physical needs of crime victims;
- Assisting victims in stabilizing their lives after a victimization;
- Assisting victims to understand and participate in the criminal justice system; and
- Providing victims with safety and security.

Projects seeking to provide specialized programs for victims of commercial sexual exploitation or sex trafficking must apply under the Residential and Community-Based Services for Victims of Commercial Sexual Exploitation Request for Application. Projects seeking to provide general victim services to broad categories of victim populations that may include victims of commercial sexual exploitation or trafficking should apply this General Victims Services Request for Application.

Projects seeking to prevent, investigate or prosecute commercial sexual exploitation should refer to the funding announcement designed for those projects.

Agencies applying for funds to support a CASA or Children's Advocacy Center program must apply through either Texas CASA, Inc. or Children's Advocacy Centers of Texas.

Available Funding

Federal funding is authorized for these projects under the following sources:

- Victims of Crime Act of 1984 (VOCA) as amended and codified in 34 U.S.C. §20103. VOCA funds are made available through a Congressional appropriation to the U.S. Department of Justice, Office for Victims of Crime. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.
- Section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2, which amends Title VI of the Social Security Act by adding sections 602 to establish the Coronavirus State Fiscal Recovery Fund.

Eligible Organizations

Applications may be submitted by state agencies, public and private non-profit institutions of higher education, independent school districts, Native American tribes, councils of governments, non-profit

corporations (including hospitals and faith-based organizations) and units of local government, which are defined as a non-statewide governmental body with the authority to establish a budget and impose taxes (includes hospital districts). Other local governmental agencies should apply through an associated unit of local government.

Application Process

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding. For more instructions and information, see the OOG's *eGrants User Guide to Creating an Application*, available [here](#).

Applicants are required to submit fully developed and detailed grant budgets at the time of application, PSO will not accept placeholder applications and/or budget line items in lieu of a well written and detailed grant application.

Non-profit applicants are limited to a single application per agency, and all other eligible organizations are limited to one application per unit, district or division.

Key Dates

Action	Date
Funding Announcement Release	12/13/2021
Online System Opening Date	12/13/2021
Final Date to Submit and Certify an Application	2/10/2022 at 5:00pm CST
Project Start Date	10/01/2022

Project Period

Projects **may not exceed 12 months** and must begin on or after 10/01/2022 and expire on or before 9/30/2023.

Funding Levels

Minimum: \$10,000

Maximum: No Maximum

Match Requirement: None

Note: Applicants are strongly cautioned to only apply for the amount of funding they can responsibly expend in the grant period. PSO will be tracking expenditure rates throughout the life of the grants and may take action to avoid large de-obligations at the end of grant periods.

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

The following list of eligible activities and costs apply generally to all projects under this announcement.

Crisis Services

- Services that respond to immediate needs (other than medical care), emotional, psychological, and physical health and safety including:
 - Crisis intervention services;
 - Accompanying victims to hospitals for medical examinations¹;
 - Hotline counseling;
 - Safety planning;
 - Emergency food, clothing, and transportation;
 - Window, door, or lock replacement or repair, and other repairs necessary to ensure a victim's safety;
 - Costs of the following, on an emergency basis (i.e., when the State's compensation program, the victim's health insurance plan, Medicaid, or other health care funding source, is not reasonably expected to be available quickly enough to meet the emergency needs of a victim (typically within 48 hours of the crime): Non-prescription and prescription medicine, prophylactic or other treatment to prevent HIV/AIDS infection or other infectious disease, durable medical equipment (such as wheel-chairs, crutches, hearing aids, eyeglasses), and other healthcare items; in all cases the grant must be considered the option of last resort; and
 - Emergency legal assistance, such as for filing for restraining or protective orders, and obtaining emergency custody orders and visitation rights;
- Personal advocacy and emotional support including:
 - Working with a victim to assess the impact of the crime;
 - Identification of victim's needs;
 - Case management;
 - Management of practical problems created by the victimization;
 - Identification of resources available to the victim;
 - Provision of information, referrals, advocacy, and follow-up contact for continued services, as needed;
 - Traditional, cultural, and/or alternative therapy/healing (e.g., art therapy, yoga – with appropriate training, certification, or licensure);
 - Transportation of victims to receive services and to participate in criminal justice proceedings; and

¹ Note related to hospital accompaniment with sexual assault survivors: In accordance with Art. 56A.351, Texas Code of Criminal Procedure, a victim shall be offered the opportunity to have a sexual assault program advocate available during a sexual assault forensic exam. Sec. 420.051, Texas Government Code defines a sexual assault program advocate as an individual who has completed a sexual assault training program certified by the attorney general and is an employee or volunteer of a sexual assault program.

- Public awareness and education presentations (including the development of presentation materials, brochures, newspaper notices, and public service announcements) in schools, community centers, and other public forums that are designed to inform crime victims of specific rights and services and provide them with (or refer them to) services and assistance, this activity will only be funded in conjunction with programs providing direct services.

Forensic Interviews (with the following parameters):

- Results of the interview will be used not only for law enforcement and prosecution purposes, but also for identification of needs such as social services, personal advocacy, case management, substance abuse treatment, and mental health services;
- Interviews are conducted in the context of a multi-disciplinary investigation and diagnostic team, or in a specialized setting such as a child advocacy center; and
- The interviewer is trained to conduct forensic interviews appropriate to the developmental age and abilities of children, or the developmental, cognitive, and physical or communication disabilities presented by adults.

Legal Advocacy

- Facilitating participation in criminal justice and other public proceedings arising from the crime, including:
 - Advocacy on behalf of a victim;
 - Accompanying a victim to offices and court;
 - Transportation, meals, and lodging to allow a victim who is not a witness to participate in a proceeding;
 - Interpreting for a non-witness victim who is deaf or hard of hearing, or with limited English proficiency;
 - Providing child care and respite care to enable a victim who is a caregiver to attend activities related to the proceeding;
 - Notification to victims regarding key proceeding dates (e.g., trial dates, case disposition, incarceration, and parole hearings);
 - Assistance with Victim Impact Statements;
 - Assistance in recovering property that was retained as evidence; and
 - Assistance with restitution advocacy on behalf of crime victims.
- Legal assistance services (including those provided on an emergency basis), where reasonable and where the need for such services arises as a direct result of the victimization, including:
 - Those (other than criminal defense) that help victims assert their rights as victims in a criminal proceeding directly related to the victimization, or otherwise protect their safety, privacy, or other interests as victims in such a proceeding; and
 - Those actions (other than tort actions) that, in the civil context, are reasonably necessary as a direct result of the victimization.

Multi-Disciplinary Teams and Case Coordination

- Representatives of several agencies meet regularly to discuss common cases and share information to enhance investigation, prosecution, and victim restoration. Cases are followed through in this manner to closure. Participating agencies may include Child Protective Service, law enforcement, prosecutors' offices, Sexual Assault Nurse Examiners or other medical personnel, mental health professionals, etc.

Peer Support Groups

- Peer-support, including activities that provide opportunities for victims to meet other victims, share experiences, and provide self-help, information, and emotional support.

Professional Therapy and Counseling

- Mental health counseling and care, including, but not limited to, out-patient therapy/counseling provided by a person who meets professional standards to provide these services in the jurisdiction in which the care is administered.

Protective Order Assistance:

- Legal representation provided by program staff and/or staff attorneys to obtain protective orders and assistance;
- May be provided by law enforcement personnel, prosecution staff or other service providers; and
- Services may be available at non-traditional locations and times.

Shelter Programs

- Providing a safe place for victims/survivors and their children;
- Short-term (up to 45 days) in-home care and supervision services for children and adults who remain in their own homes when the offender/caregiver is removed; and
- Short-term (up to 45 days) nursing-home, adult foster care, or group-home placement for adults for whom no other safe, short-term residence is available;

Victim-Offender Meetings

- Meetings between the survivor and the offender who perpetrated the crime against the survivor. At a minimum grantees must consider:
 - The safety and security of the survivor;
 - The benefit of therapeutic value to the survivor;
 - The procedures for ensuring that participation of the survivor and offender are voluntary and that everyone understands the nature of any meeting or other activity;
 - The provision of appropriate support and accompaniment for the survivor;
 - Appropriate debriefing opportunities for the survivor after a meeting;
 - The credentials of the facilitators; and

- The opportunity for a survivor to withdraw from the process at any time.

Transitional Housing

- Travel, rental assistance, security deposits, utilities, and other costs incidental to relocation of survivors into transitional housing, as well as voluntary support services such as childcare and counseling. Provision of this service is limited to 18 months in duration per client and must require active participation in program services designed to enable self-sufficiency of the client. PSO should be considered the payee of last resort for this service. To be eligible, this service must be included in the original application budget prioritized by the local Council of Government's Criminal Justice Advisory Committee.

Program-Specific Requirements

All projects under this funding announcement must meet the following requirements:

Cultural competency: Applicants must be culturally competent when providing services to victims. Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process. Cultural competency occurs when: (1) cultural knowledge, awareness and sensitivity are integrated into action and policy; (2) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and (3) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.

Victim services assessment survey: All recipients of funding under this announcement may be required to participate in a victim services assessment during their grant period, as directed by PSO.

Special requirements for vehicle purchases:

Only non-profits will be eligible to purchase vehicles under this funding announcement. The vehicles must be for the purpose of transporting victims to receive various services.

Eligibility Requirements

1. Entities receiving grant funds must demonstrate a record of effective services to victims of crime and financial support from sources other than the Crime Victims Fund; or substantial support from sources other than the Crime Victims Fund.
 - A program has demonstrated a record of effective direct services and support when, for example, it demonstrates the support and approval of its direct services by the community, its history of providing direct services in a cost-effective manner, and the breadth or depth of its financial support from sources other than the Crime Victims Fund.
 - A program has substantial financial support from sources other than the Crime Victims Fund when at least twenty-five percent of the program's funding in the year of, or the year preceding the award comes from such sources.
2. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments

determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

3. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. This disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

4. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.
5. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2022 or the end of the grant period, whichever is later.

6. Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <https://fedgov.dnb.com/webform>).
7. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at <https://www.sam.gov/>.

Failure to comply with program or eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. Lobbying or advocacy activities with respect to legislation or to administrative changes to regulations or administrative policy (cf. 18 U.S.C. 1913), whether conducted directly or indirectly;
2. The active investigation and prosecution of criminal activity, except for the provision of victim assistance services (e.g., emotional support, advocacy, and legal services) to crime victims, under 28 CFR § 94.119, during such investigation and prosecution;
3. Any activities related to fundraising;
4. Capital improvements; property losses and expenses; real estate purchases; mortgage payments; remodeling; and construction;
5. Reimbursement of crime victims for expenses incurred as a result of a crime;
6. Salaries, benefits, fees, furniture, equipment, and other expenses of executive directors, board members, and other administrators (except as specifically allowed);
7. Counseling or treatment for substance abuse (general counseling that includes a component addressing substance abuse is eligible);
8. Victim-offender meetings that serve to replace (or as a part of) criminal justice proceedings;
9. Services to incarcerated individuals;
10. Medical training;
11. Medical care or expenses (except as specifically allowed);
12. Forensic medical evidence collection to include the salary, overtime or on-call cost of SANE Nurses;
13. Cash payments to victims, gift cards, or fuel vouchers;
14. Creation of a voucher program where victims are directly given vouchers for such services as housing or counseling;
15. Transportation, lodging, per diem or any related costs for third-party participants to attend a training, when grant funds are used to develop and conduct training;
16. Leasing of vehicles;

17. Training of external partners or the community;
18. Program income;
19. Research and studies;
20. Activities that may compromise victim safety;
21. Entertainment, including amusement, diversion, social activities, field trips, excursions and any associated costs (i.e. tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) unless there is a clear programmatic purpose and the costs are approved in advance by PSO; and
22. Nonessential maintenance on buildings, lawn care, and landscaping; and
23. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

Application Screening: The Office of the Governor will screen all applications to ensure that they meet the requirements included in the funding announcement.

Merit Review – Local Projects: Projects with a local impact will be reviewed by a panel appointed by the local Council of Governments using their own criteria. The merit review panels will assess the applications for quality and rank by priority, and then report their findings to the Office of the Governor. Applicants must contact their applicable regional Council of Governments (COG). Each of Texas' 24 COGs holds its own application planning workshops, workgroups, and/or subcommittees and facilitates application prioritization for certain programs within its region. Failure to comply with regional requirements imposed by the COG may render an application ineligible.

Merit Review – Statewide Projects: The Office of the Governor will review applications to understand the overall demand for the program and for significant variations in costs per item. After this review, the Office of the Governor will determine if all eligible applications can be funded based on funds available, if there are cost-effectiveness benefits to normalizing or setting limits on the range of costs, and if other fair-share cuts may allow for broader distribution and a higher number of projects while still remaining effective.

Final Decisions – All Projects: The Office of the Governor will consider rankings along with other factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, PSO or state government priorities and strategies, legislative directives, need, geographic distribution, balance of focuses and approaches, or other relevant factors.

PSO may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, PSO may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 1.

Meeting Date: 03/21/2022

Prepared By: Theresa Hutchinson, Parks & Recreation Manager

Approved By: Robby Hefton, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Purchase of a Toro Groundsmaster 4500 Sports Field Mower for the Parks Maintenance Department

Issue:

Obtaining City Council approval to advertise for the solicitation of public bids for the purchase of a new Toro Groundsmaster 4500 sports field mower, to be used within the Parks Maintenance Department.

Background:

Currently, the mowing of each sports field, especially soccer fields, requires the use of two employees operating two zero-turn mowers. With the larger mowing surface capacity of the Toro Groundmaster 4500 sports field mower, the Parks Maintenance Department will almost double the current mowing capacity with half the staff.

Origination:

Parks Maintenance Department

Financial Consideration:

The cost of advertising will be approximately \$200.00.

Staff Recommendation:

Staff recommends that the City Council approve this request to advertise.

Alternatives:

As may be recommended by the City Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 1.

Meeting Date: 03/21/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** 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; Tawni Hodge, Applicant; and Copley Land Surveying, Inc., Surveyor (316 and 320 North Woods Street)

Issue:

To consider 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; Tawni Hodge, Applicant; and Copely Land Surveying, Inc., Surveyor (316 and 320 North Woods Street)

Background:

The property is located at 316 and 320 North Woods Street between West Ellis and West Pecan Streets. 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' (10' x 40') for an office space to include living quarters for security.

The following have been approved for this location:

- November 13, 1990 - 316 North Woods Street - Zone Change from R-1 (One Family Residential) District to a C-1 (Retail Business) District.
- October 22, 2002 - 320 North Woods Street - Specific Use Permit to allow a parking lot in an R-1 (One Family Residential) District.

Origination:

House of Eli (Owner)
Tawni Hodge (Applicant)
Copley Land Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 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

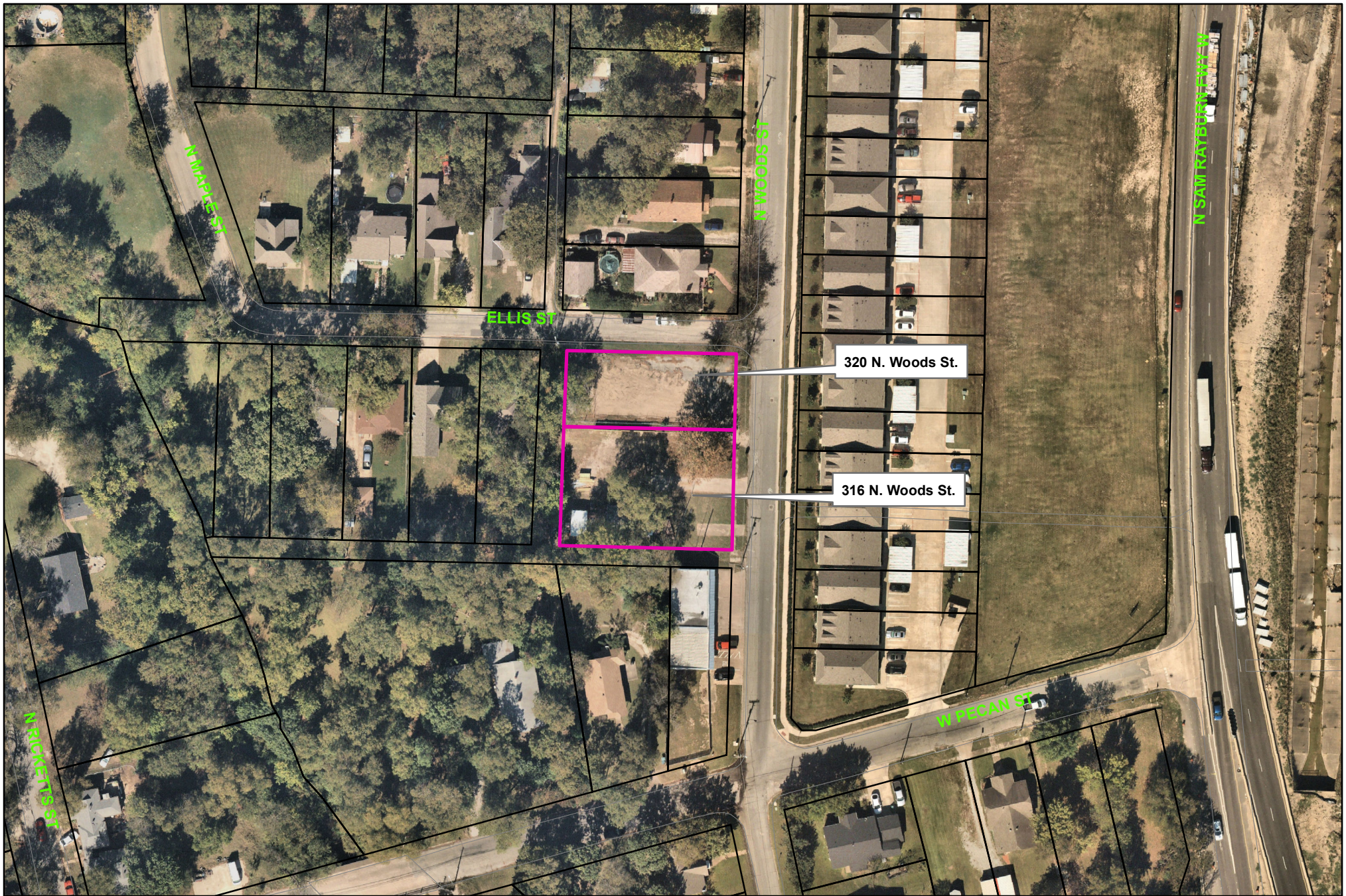
Zoning Map

Zoning Sign Photo

Replat

Staff Review Letter

P&Z Communication

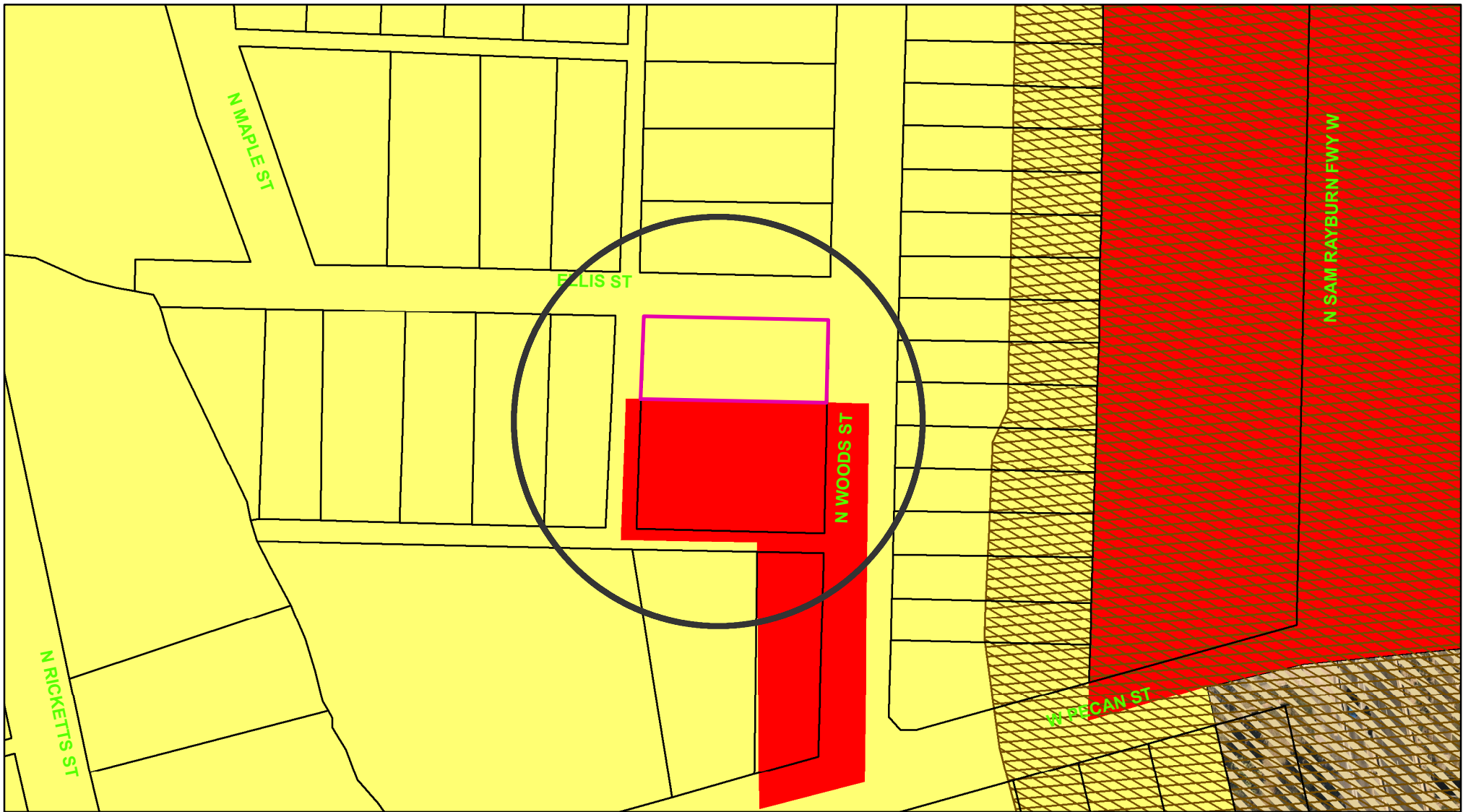


City of Sherman, Texas
Development Services Department

316 & 320 North Woods Street



1 in = 100 ft



Zoning - 316 & 320 North Woods 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

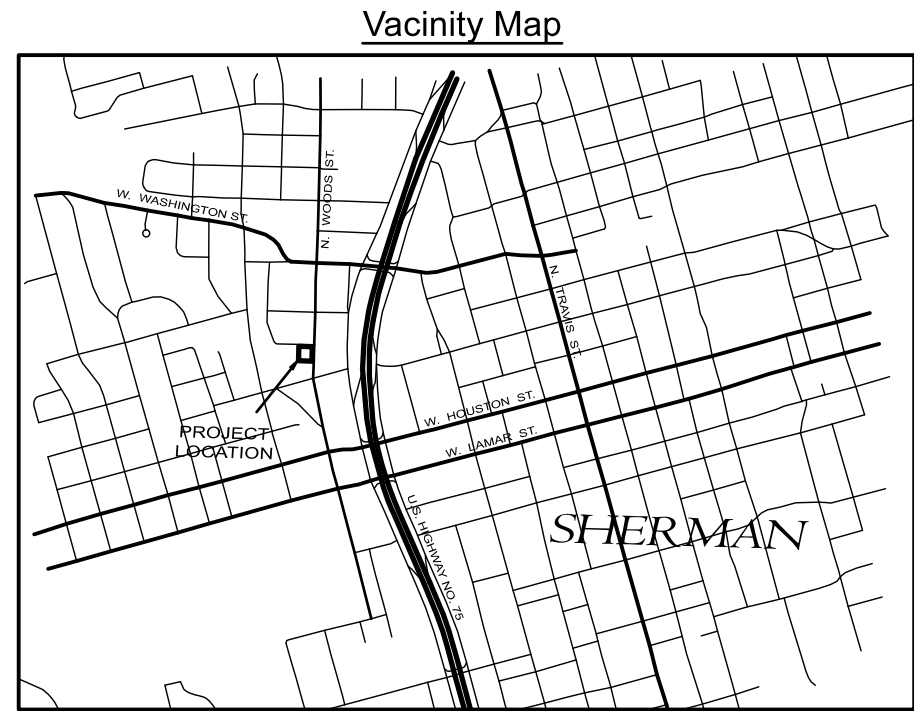
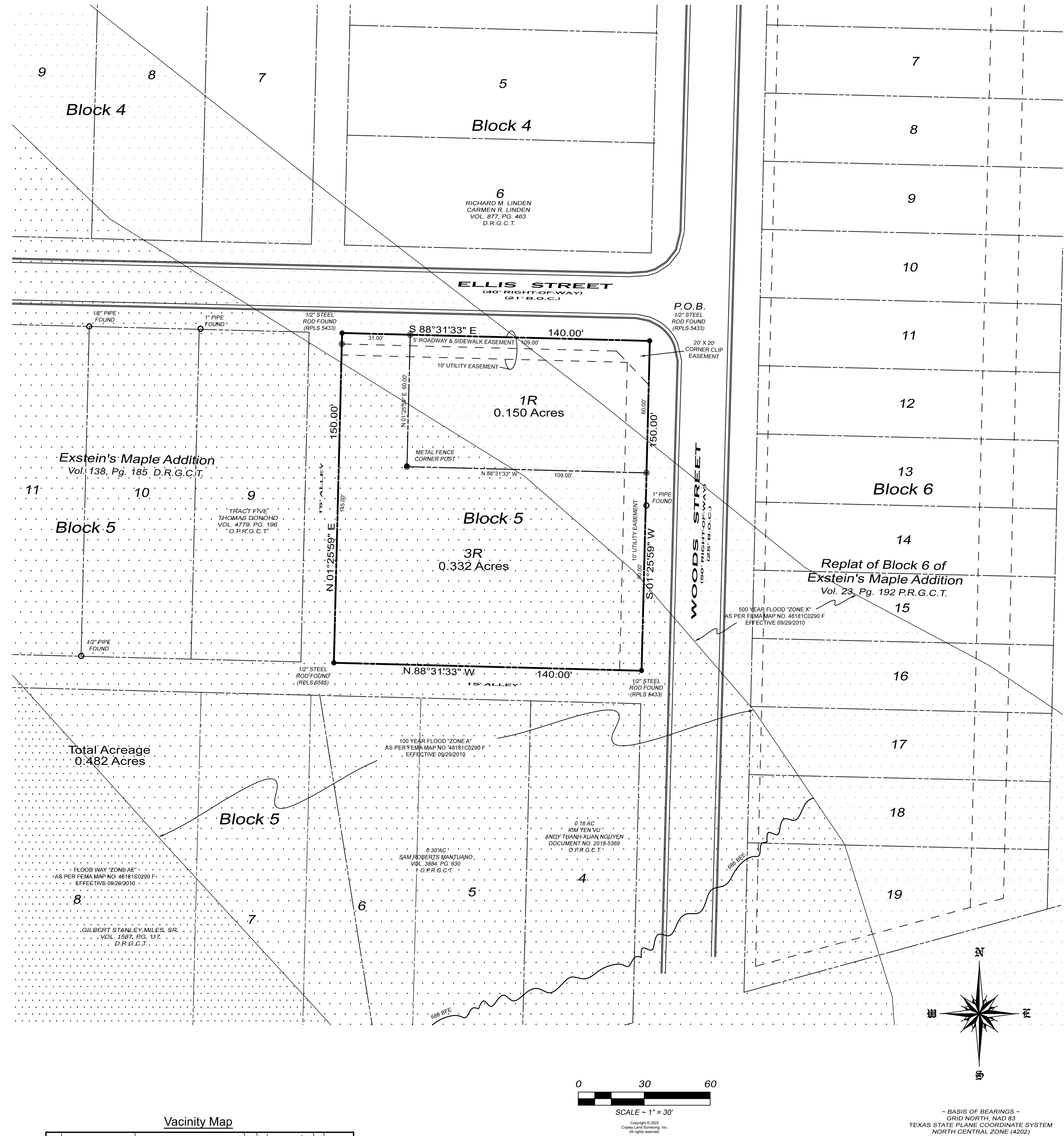


NOT TO SCALE

1 in = 100 ft

316 & 320 WOODS STREET





Replat of
Lots 1R & 3R, Block 5
Exstein's Maple Addition
Being a replat of Lot 1R & 3R of
the Replat of Lots 1, 2, & 3 Block
5 Exstein's Maple Addition, an
addition to the City of Sherman
Grayson County, Texas
Being 0.48 Acres in the J.B.
McAnair Survey, Abstract No. 763

2/18/2022

Legal Description

Situated in the City of Sherman, County of Grayson, State of Texas, being a part of the J.B. McAnair Survey, Abstract No. 763, and being all of Lots 1R and 3R, Block 5, Replat of Lots 1, 2, & 3 Block 5, Exstein's Maple Addition, an addition to the City of Sherman as shown by plat of record in Volume 20, Page 169, Plat Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod found with a cap marked RPLS 5433 at the intersection of the south line of Ellis Street and the west line of Woods Street maintaining the shared northeast corner of said Lot 1R and Block 5;

Thence South 01°25'59" West, along the west line of said Woods Street and the east line of said Block 5, passing a 1" pipe found at the southeast corner of Lot 1R at a distance of 75.00 feet, continuing for a total distance of **150.00 feet** to a 1/2" steel rod found with a cap marked RPLS 5433 in the intersection of the north line of a 15' alley running east - west and the west line of said Woods Street maintaining the southeast corner of said Lot 3R, Block 5;

Thence North 88°31'33" West, along the north line of said east - west 15' alley and the south line of said Lot 3R, a distance of **140.00 feet** to a 1/2" steel rod found with a cap marked RPLS 6585 at the intersection of said east - west 15' alley and the east line of a 15' alley running north - south, said rod maintaining the southwest corner of said Lot 3R;

Thence North 01°25'59" East, along the west line of said Lot 3R and the east line of said north - south 15' alley, passing the northwest corner of said Lot 3R continuing for a total distance of **150.00 feet** to a 1/2" steel rod found with a cap marked RPLS 5433 in the south line of said Ellis Street maintaining the northwest corner of said Lot 1R;

Thence South 88°31'33" East, along the south line of said Ellis Street, the north line of said Lot 1R, and the north line of said Block 5, a distance of **140.00 feet** to the **Point-of-Beginning** and containing **0.482 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

AVIGATION RELEASE

WHEREAS, HOUSE OF ELI, INC, 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 Lots 1R & 3R, Block 5, EXSTEIN'S MAPLE 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 or of 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 Lots 1R & 3R, Block 5, EXSTEIN'S MAPLE 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: HOUSE OF ELI, INC

By: TAWNI HODGE

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 floodway 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 plat is to replat 2 Lots.

Owners Certificate & Dedication

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

That We, HOUSE OF ELI, INC, Owner and Developer, do hereby adopt this plat designating the hereinabove property as the Replat of Lots 1R & 3R, Block 5, EXSTEIN'S MAPLE 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.

TAWNI HODGE (MEMBER)

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 TAWNI HODGE 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 Replat of Lots 1R & 3R, Block 5, EXSTEIN'S MAPLE 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

Replat of
Lots 1R & 3R, Block 5
Exstein's Maple Addition
Being a replat of Lot 1R & 3R of
the Replat of Lots 1, 2, & 3 Block
5 Exstein's Maple Addition, an
addition to the City of Sherman
Grayson County, Texas
Being 0.48 Acres in the J.B.
McAnair Survey, Abstract No. 763

2/18/2022



STAFF REVIEW LETTER

February 14, 2022

Updated March 17, 2022

House of Eli, Inc.
123 N. Crockett, Ste. 200
Sherman, TX 75090

Copley Land Surveying
1702 Verdi Lane
Sherman, TX 75090

Dear Applicants,

The request for approval of the Replat Lots 1R & 3R, Block 5, Exstein's Maple Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 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 and show as "being a replat of..."
3. All references to Amending Plat to be changed to REPLAT.
4. ~~Dedicate a 5' Right of Way Dedication along Ellis Street. *Code of Ordinances Chapter 10, Exhibit A, Sec. 5(C)(1)*~~
5. Dedicate a 5' Roadway and Sidewalk Easement along Ellis Street in lieu of right of way dedication.
6. Dedicate a 15'x15' Right of Way corner clip on Northeast corner of proposed Lot 1R. *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)*
7. Dedicate a 10' Utility Easement along all street frontage. Modify Utility Easement to parallel new right of way established by right of way dedication and corner clip dedication. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
8. Show flood fringe on plat. Plat must reflect and reference information as stated in FEMA Physical Map Revision No. 316-PMR.
9. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*
10. The City of Sherman does not maintain alleys.
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. 31.

Meeting Date: 02/22/2022

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:

316 & 320 NORTH WOODS STREET

The request of House of Eli (Owner), Tawni Hodge (Applicant) and Copley Land Surveying, Inc. (Surveyor) concerning the property at 316 and 320 North Woods Street, being 0.482 acres in the J.B. McAnair Survey, Abstract No. 763, and being all of Lots 1R and 3R, Block 5, Replat of Lots 1, 2, and 3, Block 5, Exstein's Maple Addition, as follows:

Planning and Zoning Commission

- A. 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.
- B. Zone change approval under Ordinance No. 2280, Section 12, from a C-1 (Retail Business) District to an R-1 (One-Family Residential) District, 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.
- C. Zone change approval under Ordinance No. 2280, Section 12, from an R-1 (One-Family Residential) District to a C-1 (Retail Business) District, being 0.332 acres in the J.B. McAnair 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, Exstein's Maple Addition, also being the proposed Lot 3R of the Replat of Lots 1R & 3R, Block 5, Exstein's Maple Addition.
- D. Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a security office with living quarters for House of Eli on 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. McAnair Survey, Abstract No. 763 in a C-1 (Retail Business) District.

Background:

The property is located at 316 and 320 North Woods Street between West Ellis and West Pecan Streets. 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' (10' x 40') for an office space to include living quarters for security.

The following have been approved for this location:

- November 13, 1990 - 316 North Woods Street - Zone Change from R-1 (One Family Residential) District to a C-1 (Retail Business) District.
- October 22, 2002 - 320 North Woods Street - Specific Use Permit to allow a parking lot in an R-1 (One Family Residential) District.

Adjacent Zoning:

C-1 (Retail Business) District

R-1 (One Family Residential) District

Origination:

House of Eli (Owner)

Tawni Hodge (Applicant)

Copley Land Surveying, Inc. (Surveyor)

Master Plan Designation:

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

and

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

48

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat

Site Plan

Narrative

Floor Plan

Staff Review Letter - Replat

Staff Review Letter - Zone Change & SUP



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 2.

Meeting Date: 03/21/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS**

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)

Issue:

To consider 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)

Background:

The property is located at 302 South Walnut Street between East Jones and East Cherry Streets and is zoned a C-1 (Retail Business) District. The owner would like to Replat three lots into one lot for commercial use.

The following has been approved for the property:

- January 11, 2022 - Variance to allow the main structure (Dannel Funeral Home) to be on the front property line in lieu of the required 25' and on the Jones Street property line in lieu of the required 10' on side-street of corner lot in a C-1 (Retail Business) District.
- January 11, 2022 - Exception/Variance to allow an addition of a crematory to an existing nonconforming structure located 2.1' from the rear property line in lieu of the required 10' in a C-1 (Retail Business) District.

Origination:

John C. Dannel Funeral Home Inc. (Owner)
Charles Dannel (Representative)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 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



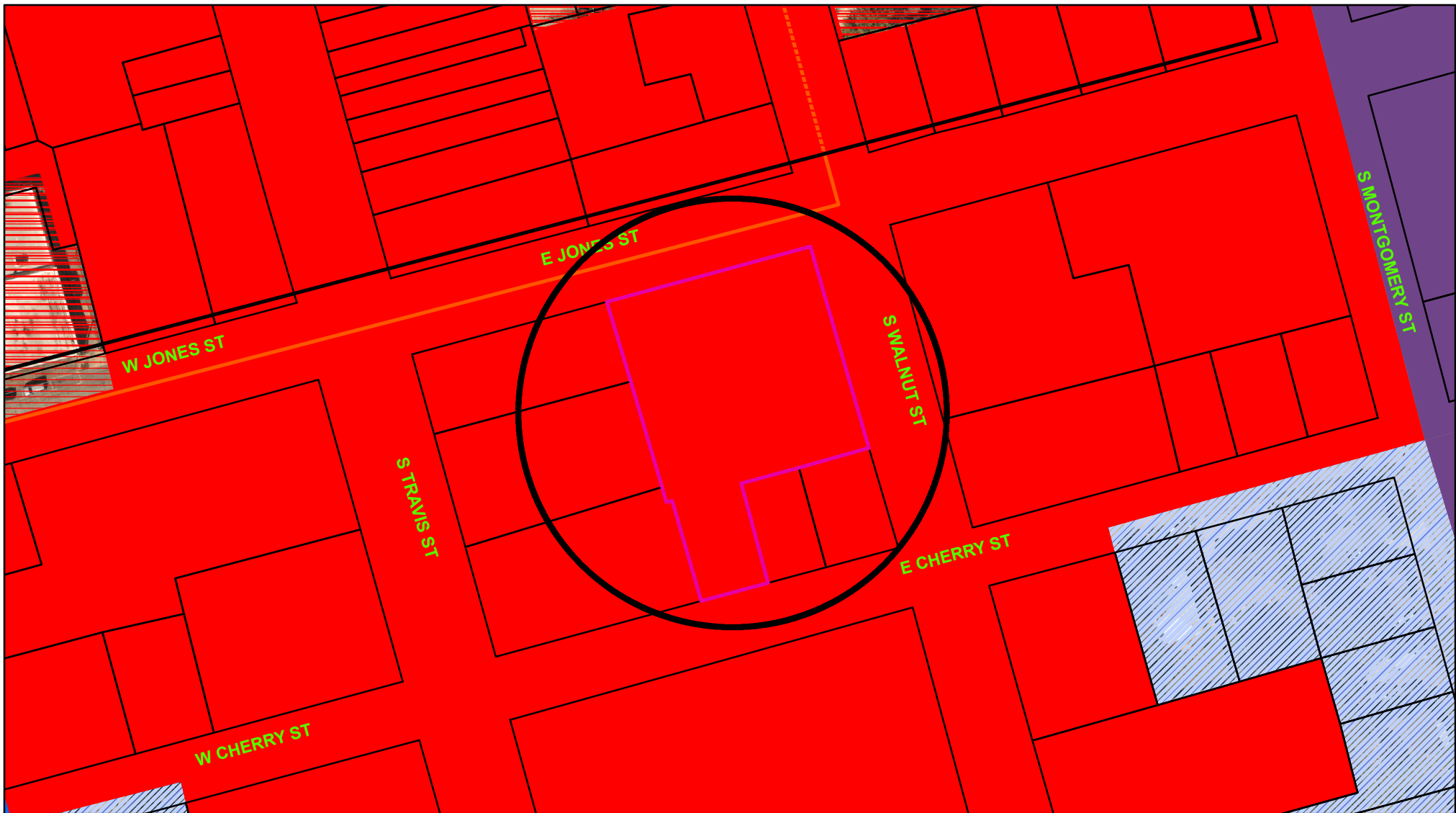
City of Sherman, Texas
Development Services Department

Zoning - 302 South Walnut Street



NOT TO SCALE

1 in = 200 ft



Zoning - 302 South Walnut 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

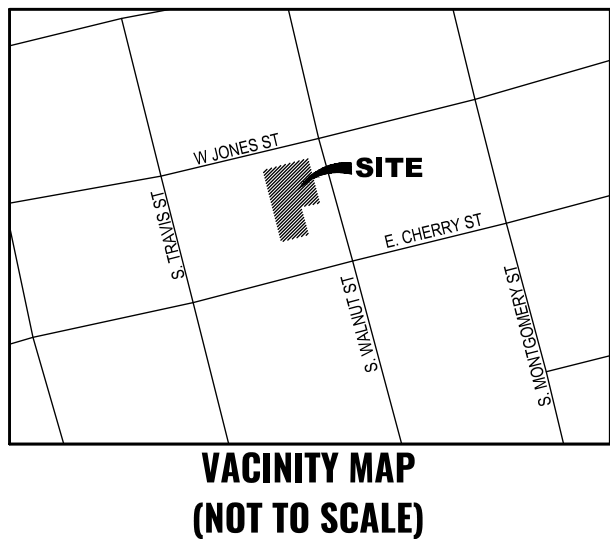
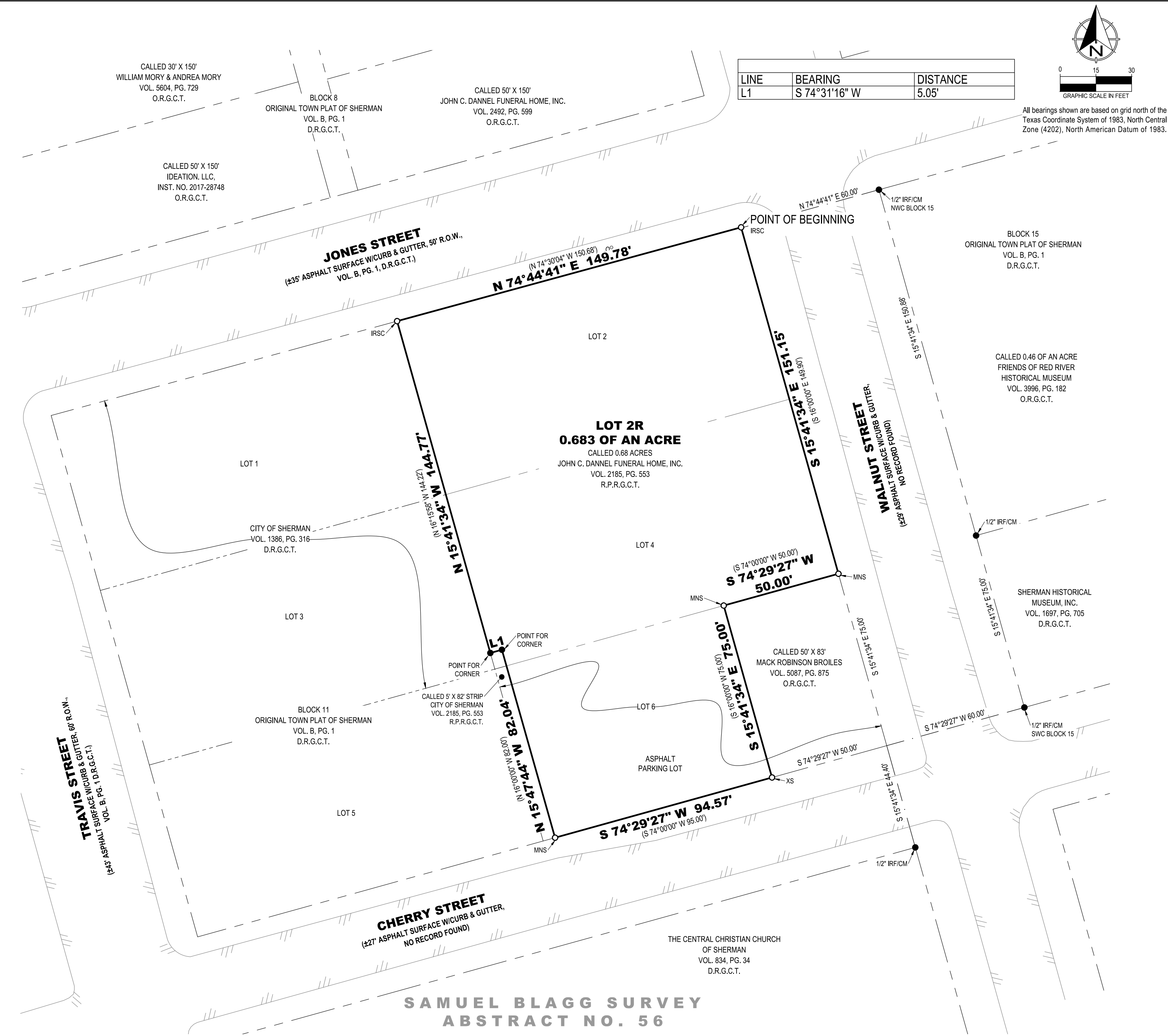


City of Sherman, Texas
Development Services Department



NOT TO SCALE

1 in = 100 ft



FLOOD STATEMENT:
I have examined the F.E.M.A. Flood Insurance Rate Map for the City of Sherman, Grayson County, Texas, Community Number 485509, effective date 09/29/2010 and that map indicates that this property is within "Non-shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood" as shown on Panel 0290 F of said map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, on rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

LEGEND	
●	FOUND MONUMENT
○	SET MONUMENT
IRSC	1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET
MNS	MAG NAIL SET W/ "PRESTON TRAIL, RPLS 6585" ALUMINUM WASHER SET
IRF	IRON ROD FOUND
XS	"X" SCRIBED IN CONCRETE SET
CM	CONTROLLING MONUMENT
()	DEED OR PLAT CALL
R.O.W.	RIGHT-OF-WAY
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
R.P.R.G.C.T.	REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
VOL., PG.	VOLUME, PAGE
NWC	NORTHWEST CORNER
SWC	SOUTHWEST CORNER
---	BOUNDARY LINE
- - -	ADJOINER LINE
///	ASPHALT

OWNER/DEVELOPER:
John C. Dannel Funeral Home, Inc
302 South Walnut Street
Sherman, TX 75090

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

Preston Trail LAND SURVEYING			
TRPLS Firm No. 10194175	Drawn by: LGB1 Checked by: CRN	Scale: 1"=30' Date: 01/25/2022	Project No. 21-0729.1 Sheet No. 1 of 2

BLOCK 11, LOT 2R
ORIGINAL TOWN PLAT OF SHERMAN
Being a Replat of
Block 11, Lot 2 and Part of Lots 4 & 6
Original Town Plat of Sherman
0.683 OF AN ACRE
SAMUEL BLAGG SURVEY, ABSTRACT NO. 56
Grayson County, Texas

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

OWNER'S CERTIFICATE

WHEREAS John C. Dannel Funeral Home, Inc. is the owner of all of that certain tract or parcel of land situated in the Samuel Blagg Survey, Abstract No. 56, City of Sherman, Grayson County, Texas, and being all of Lot 2 and part of Lots 4 and 6 in Block 11 of the Original Town Plat of Sherman, according to the plat thereof recorded in Volume B, Page 1, Deed Records, Grayson County, Texas, and being a re-tracement survey of a called 0.68 acre tract of land described in the deed to John C. Dannel Funeral Home, Incorporated, recorded in Volume 2185, Page 553, Real Property Records, Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the northeast corner of said 0.68 acre tract, common to the northeast corner of said Lot 2, and at the intersection of the southerly right-of-way line of Jones Street and the westerly right-of-way line of Walnut Street;

THENCE South 15°41'34" East, with the easterly line of said 0.68 acre tract, and with easterly lines of said Lots 2 and 4, and with the westerly right-of-way line of said Walnut Street, a distance of 151.15 feet to a Mag Nail with an aluminum washer stamped "PRESTON TRAIL RPLS 6585" set for the southeast corner of said Lot 4, common to the northeast corner of aforesaid Lot 6, and common to the northeast corner of a called 50' x 83' tract of land described in the deed to Mack Robinson Broiles, recorded in Volume 5087, Page 875, said Official Records;

THENCE South 74°29'27" West, with the southerly line of said Lot 4, and with the northerly line of said Lot 6, and with the northerly line of said Broiles Tract, a distance of 50.00 feet to a Mag Nail with an aluminum washer stamped "PRESTON TRAIL RPLS 6585" set for a re-entrant corner on the southerly line of said 0.68 acre tract, common to the northwest corner of said Broiles tract;

THENCE South 15°41'34" East, crossing said Lot 6, with an easterly line of said 0.68 acre tract, and with the westerly line of said Broiles Tract, a distance of 75.00 feet to an "X" scribed in concrete set for the southern-most southeast corner of said 0.68 acre tract, common to the southwest corner of said Broiles Tract, and on the southerly line of said Lot 6, and on the northerly right-of-way line of Cherry Street;

THENCE South 74°29'27" West, with the southerly line of said 0.68 acre tract, and with the southerly line of said Lot 6, and with the northerly right-of-way line of said Cherry Street, a distance of 94.57 feet to a Mag Nail with an aluminum washer stamped "PRESTON TRAIL RPLS 6585" set for the southwest corner of said 0.68 acre tract, common to the southeast corner of a called 5' x 82' tract of land described in the deed to City of Sherman, Texas, recorded in Volume 694, Page 9, said Deed Records;

THENCE North 15°47'44" West, crossing said Lot 6, and crossing aforesaid Lot 4, with a westerly line of said 0.68 acre tract, and with the easterly line of said City of Sherman Tract, a distance of 82.04 feet to a point for the northeast corner of said City of Sherman Tract;

THENCE South 74°31'16" West, continuing across said Lot 4, with a southerly line of said 0.68 acre tract, and with the northerly line of said City Sherman Tract, a distance of 5.05 feet to a point for corner on the westerly line of said Lot 4;

THENCE North 15°41'34" West, with a westerly line of said 0.68 acre tract, and with the westerly lines of said Lot 4, and aforesaid Lot 2, a distance of 144.77 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the northwest corner of said 0.68 acre tract, common to the northwest corner of said Lot 2, and on the southerly right-of-way line of aforesaid Jones Street;

THENCE North 74°44'41" East, with the northerly line of said 0.68 acre tract, and with the northerly line of said Lot 2, and with the southerly right-of-way line of said Jones Street, a distance of 149.79 feet to the place of beginning, and enclosing 0.683 of an acre (29,749 square feet) of land, more or less;

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That John C. Dannel Funeral Home, Inc. does hereby adopt this plat designating the hereinbefore described property as **Block 11, Lot 2R Original Town Plat of Sherman**, an Addition to the City of Sherman, Grayson County, Texas, and does hereby dedicate to the public use forever all streets, rights-of-way, alleys and easements shown thereon. The City or any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and the City or any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Sherman, Texas.

By: John C. Dannel Funeral Home, Inc

By: Charles Dannel, President Date:

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **Charles Dannel**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 20____.

Notary Public in and for the State of Texas

CITY COUNCIL CERTIFICATE OF ACCEPTANCE

Accepted by the City Council of the City of Sherman, Texas:

Mayor, City of Sherman, Texas Date

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing plat of **Block 11, Lot 2R, Original Town Plat of Sherman** to the City of Sherman, Texas, was submitted to the City Council on the ____ day of _____, 20____, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places as shown and set forth in and upon said map or plat and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this _____ day of _____, A.D. 20____.

Clerk, City of Sherman, Texas

PLANNING AND ZONING COMMISSION CERTIFICATE OF ACCEPTANCE

Accepted this _____ day of _____, 20____, by the City Planning and Zoning Commission of the City of Sherman, Texas.

Chairman Secretary

SURVEYORS CERTIFICATE

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground and that all monuments shown hereon actually actually exist and that their location, size, and material are correctly shown.

Chris R. Noah Date
Registered Professional Land Surveyor No. 6585

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

AVIGATION RELEASE

STATE OF TEXAS §
COUNTY OF GRAYSON §

WHEREAS, **John C. Dannel Funeral Home, Inc.**, 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 **Block 11, Lot 2R Original Town Plat of Sherman**, 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 **Block 11, Lot 2R Original Town Plat of Sherman**, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this ____ day of _____, 20____.

BY: John C. Dannel Funeral Home, LLC

By: _____
Charles Dannel, President

OWNER/DEVELOPER:
John C. Dannel Funeral Home, Inc
302 South Walnut Street
Sherman, TX 75090

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

Preston Trail LAND SURVEYING			
TRPLS Firm No. 10194175	Drawn by: LGB1 Checked by: CRN	Scale: 1"=30' Date: 01/25/2022	Project No. 21-0729.1 Sheet No. 2 of 2

BLOCK 11, LOT 2R
ORIGINAL TOWN PLAT OF SHERMAN
Being a Replat of
Block 11, Lot 2 and Part of Lots 4 & 6
Original Town Plat of Sherman
0.683 OF AN ACRE
SAMUEL BLAGG SURVEY, ABSTRACT NO. 56
Grayson County, Texas



STAFF REVIEW LETTER

February 14, 2022

John C. Dannell Funeral Home, Inc.
302 S. Walnut St.
Sherman, TX 75090

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

Dear Applicants,

The request for approval of the Block 11, Lot 2R, Original Town Plat of Sherman has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 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.
3. Original tax certificates with \$0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
4. 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. 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. 8.

Meeting Date: 02/22/2022

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:

*** 302 SOUTH WALNUTSTREET**

The request of John C. Dannel Funeral Home Inc. (Owner), Charles Dannel (Representative), and Preston Trail Land Surveying (Surveyor) concerning the property located at 302 South Walnut Street, being 0.683 acres in the Samuel Blagg Survey, Abstract No. 56 and being all of Lots 2 and part of Lots 4 and 6, Block 11, Original Town Plat, as follows;

Planning and Zoning Commission

Replat approval of Original Town Plat, being a Replat of Block 11, Lot 2 and part of Lot 4 and 6, Original Town Plat.

Background:

The property is located at 302 South Walnut Street between East Jones and East Cherry Streets and is zoned a C-1 (Retail Business) District. The owner would like to Replat three lots into one lot for commercial use.

The following has been approved for the property:

- January 11, 2022 - Variance to allow the main structure (Dannel Funeral Home) to be on the front property line in lieu of the required 25' and on the Jones Street property line in lieu of the required 10' on side-street of corner lot in a C-1 (Retail Business) District.
- January 11, 2022 - Exception/Variance to allow an addition of a crematory to an existing nonconforming structure located 2.1' from the rear property line in lieu of the required 10' in a C-1 (Retail Business) District.

Adjacent Zoning:

C-1 (Retail Business) District

Origination:

John C. Dannel Funeral Home Inc. (Owner)

Charles Dannel (Representative)

Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

Urban/Downtown – Buildings are two to five stories and are built right up to the sidewalk, creating a sense of enclosure. Sidewalks provide pedestrian access and streetscape amenities. Parking is available along the street or in small parking lots in the rear of the buildings.

Number of notices mailed:

Not Required

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map

Zoning Map

Replat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 3.

Meeting Date: 03/21/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS**

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)

Issue:

To consider 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)

Background:

The property is located at 3000 Luella Road between State Highway 11 and U.S. Highway 75 in Sherman's Extraterritorial Jurisdiction (ETJ). The owner would like to replat the property into two lots for residential development.

Origination:

Randy and Amy Thompson (Owner/Applicant)
Underwood Drafting and Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 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

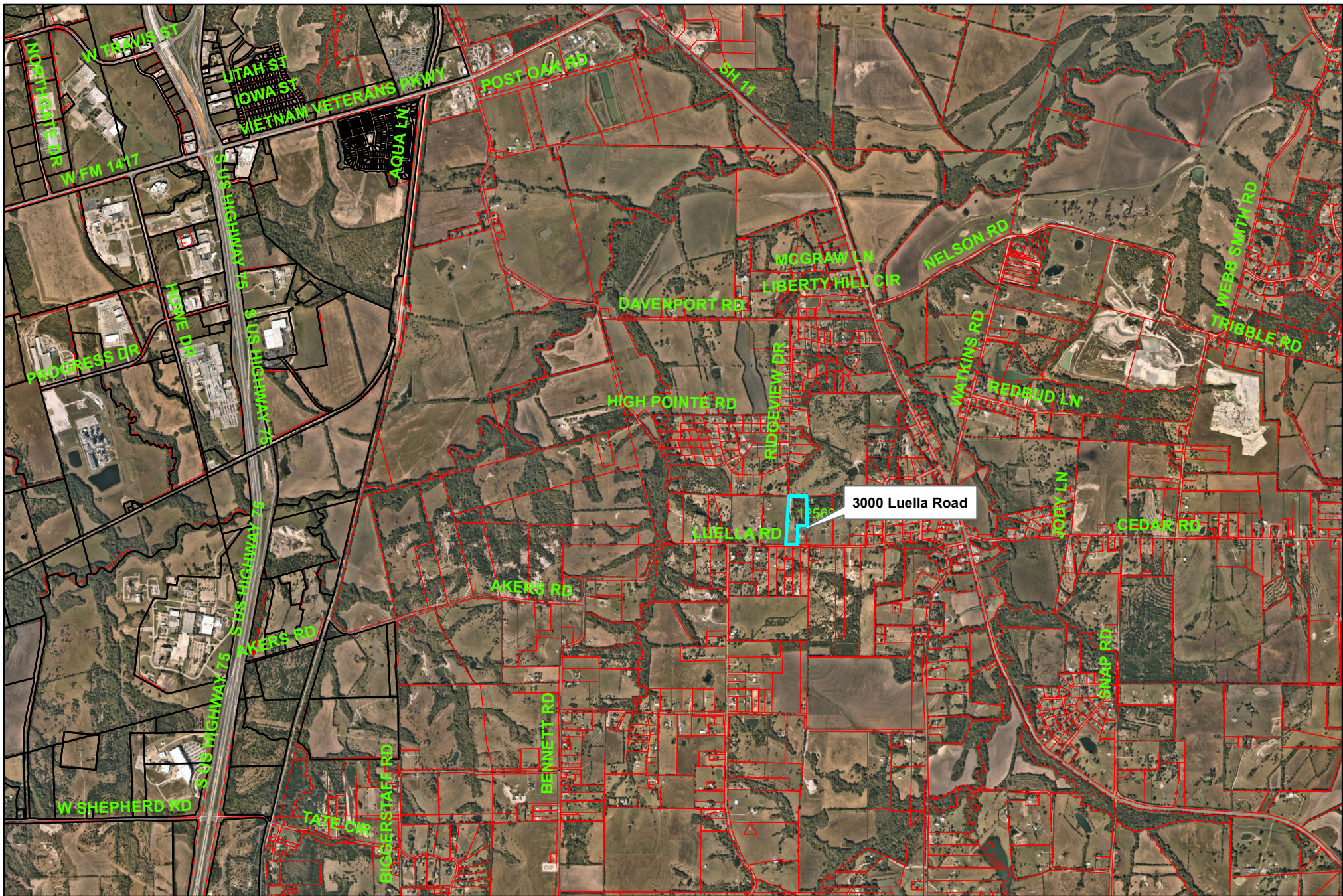
Attachments

Location Map

Replat

Staff Review Letter

P&Z Communication



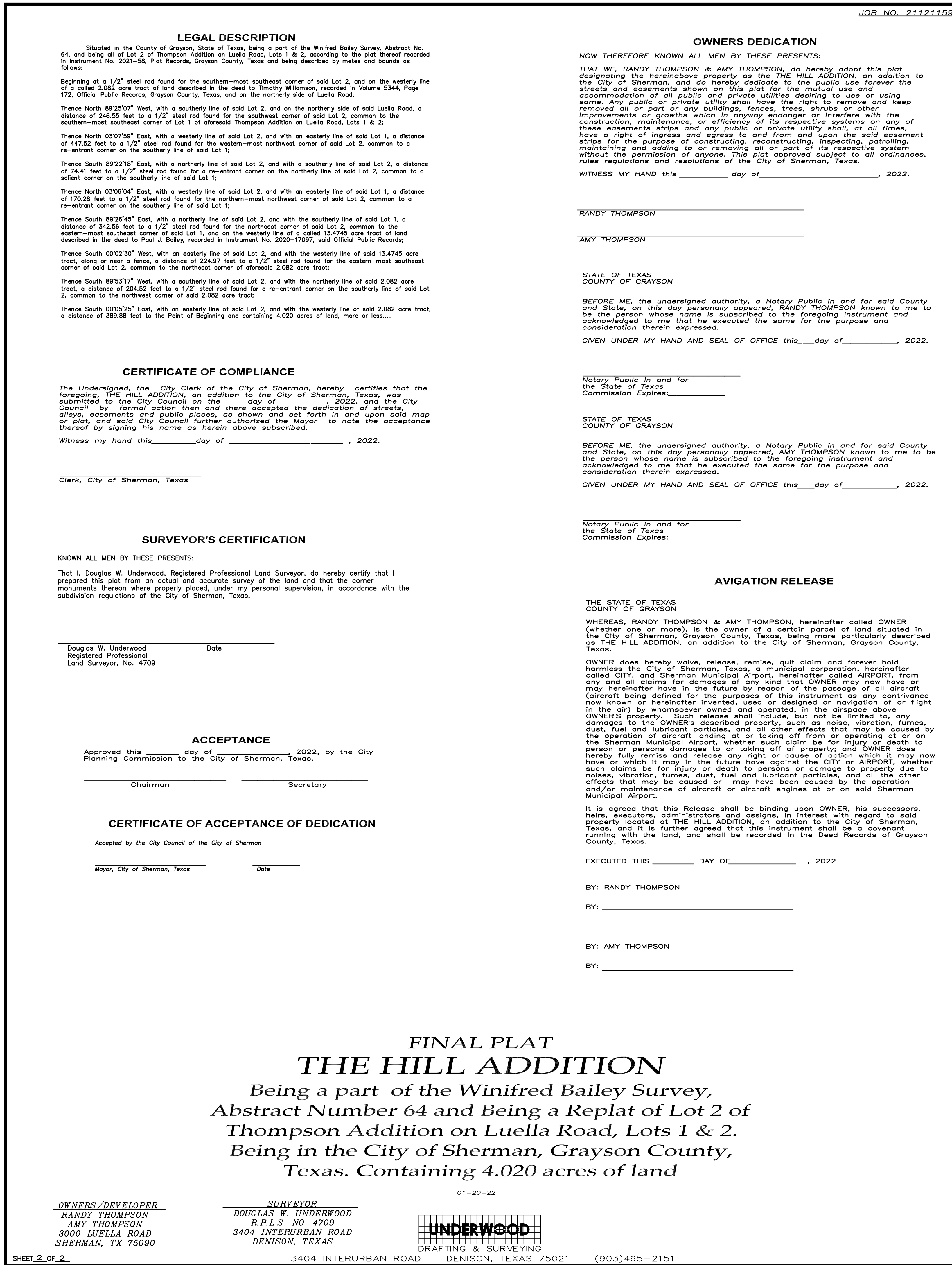
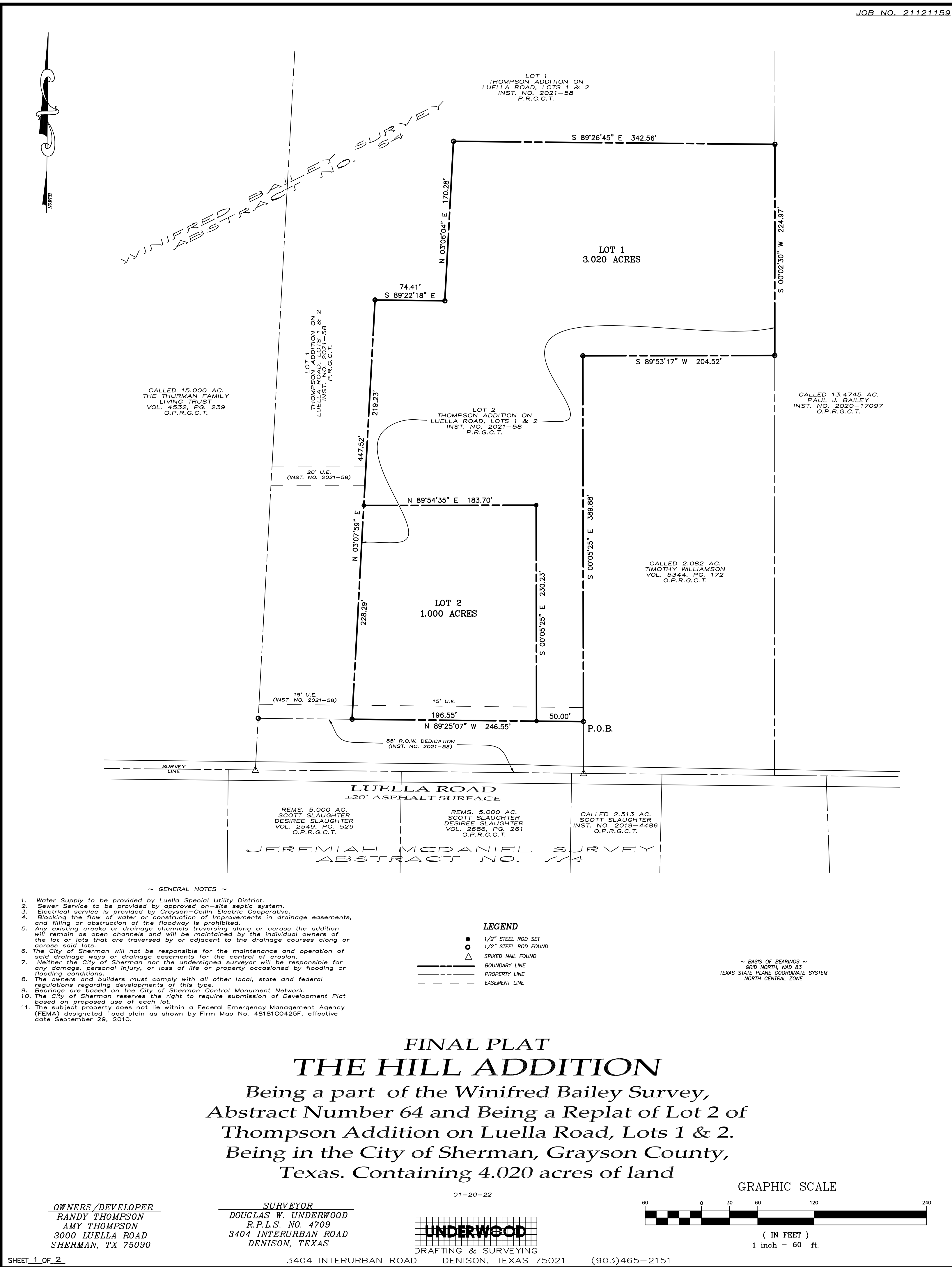
3000 Luella Road

City of Sherman, Texas
Development Services Department



NOT TO SCALE

1 in = 2,933 ft





STAFF REVIEW LETTER

February 14, 2022

Randy Thompson
Amy Thompson
3000 Luella Road
Sherman, TX 75090

Underwood Drafting & Surveying
3404 Interurban Road
Denison, TX 75021

Dear Applicants,

The request for approval of the Final Plat of The Hill Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 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. No City of Sherman water available to site. Property lies within Luella SUD Water CCN.
2. City sewer does not serve subject property. On-site sewage facility is required.
3. Remove Avigation Release from Plat.
4. Original tax certificates with \$0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
5. 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. 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. 13.

Meeting Date: 02/22/2022

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:

*** 3000 LUELLA ROAD**

The request of Randy and Amy Thompson (Owner/Applicant) and Underwood Drafting and Surveying, Inc. (Surveyor) concerning the property at 3000 Luella Road, being 4.020 acres in the Winifred Bailey Survey, Abstract Number 64 and Being all of Lot 2 of Thompson Addition on Luella Road, Lots 1 and 2, as follows:

Planning and Zoning Commission

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 Extra Territorial Jurisdiction (ETJ).

Background:

The property is located at 3000 Luella Road between State Highway 11 and U.S. Highway 75 in Sherman's Extra Territorial Jurisdiction (ETJ). The owner would like to replat the property into two lots for residential development.

Adjacent Zoning:

Extra Territorial Jurisdiction (ETJ)

Origination:

Randy and Amy Thompson (Owner/Applicant)
Underwood Drafting and Surveying, Inc. (Surveyor)

Master Plan Designation:

Not included in Master Plan

Number of notices mailed:

6

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map

Zoning Sign Photo

Plat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 4.

Meeting Date: 03/21/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS**

Final Plat approval of The Alvarez Addition, being 0.72 acres in the D.C. Shelp Survey, Abstract No. 1097; Zula Investments, Owner; Adriana Alvarez, Representative; and Underwood Drafting and Surveying, Inc., Surveyor (5116 Texoma Parkway)

Issue:

To consider Final Plat approval of The Alvarez Addition, being 0.72 acres in the D.C. Shelp Survey, Abstract No. 1097; Zula Investments, Owner; Adriana Alvarez, Representative; and Underwood Drafting and Surveying, Inc., Surveyor (5116 Texoma Parkway)

Background:

The property is located at 5116 Texoma Parkway, generally the northwest corner of Fallon Drive and Texoma Parkway and is zoned a C-2 (General Commercial) District. The owner would like final plat approval of the Alvarez Addition.

Origination:

Zula Investments (Owner)

Adriana Alvarez (Representative)

Underwood Drafting and Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 22, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map

Zoning Map

Final Plat

Staff Review Letter

P&Z Communication



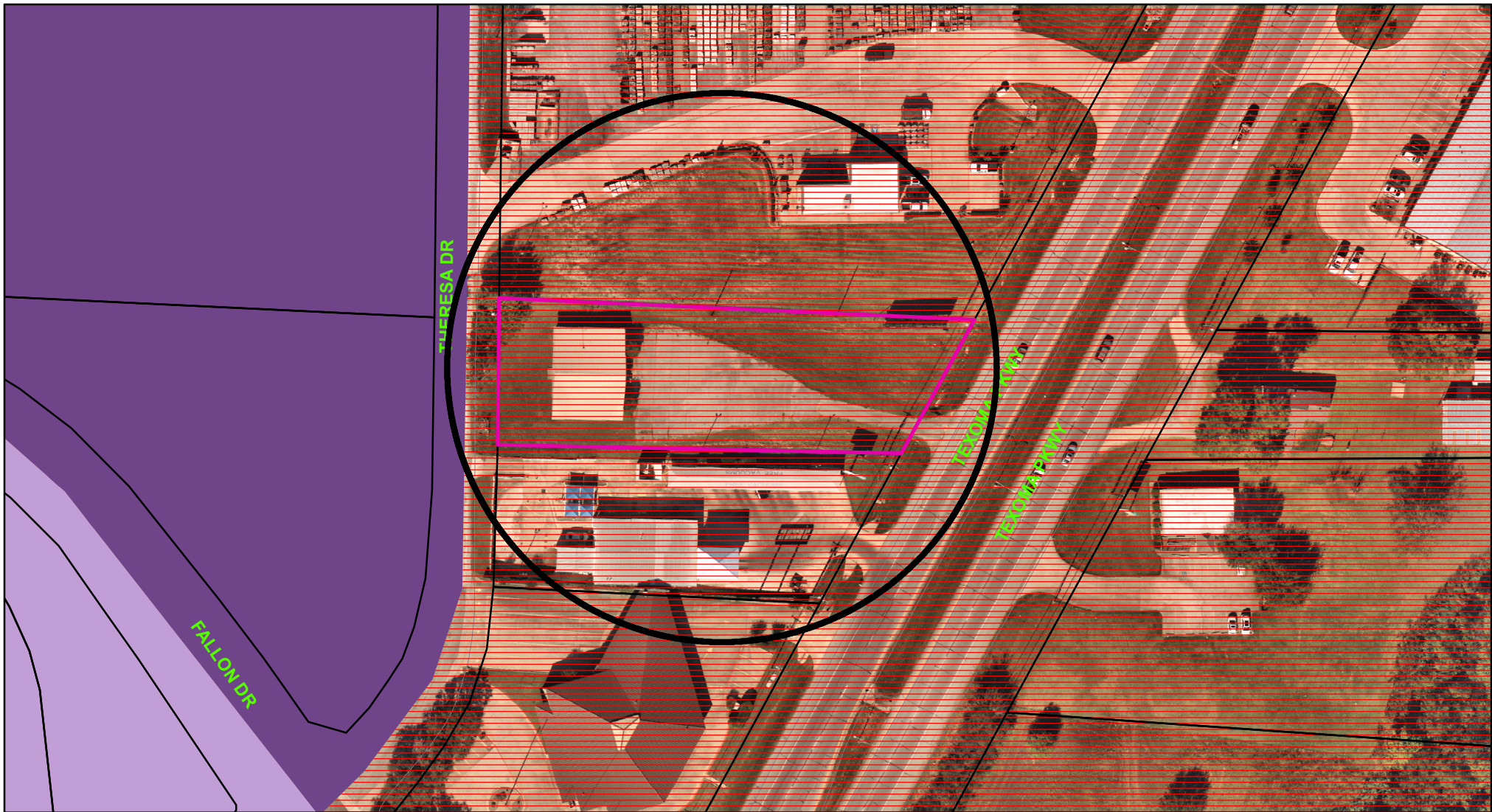
City of Sherman, Texas
Development Services Department

5116 Texoma Parkway



NOT TO SCALE

1 in = 244 ft



Zoning - 5116 Texoma Parkway

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

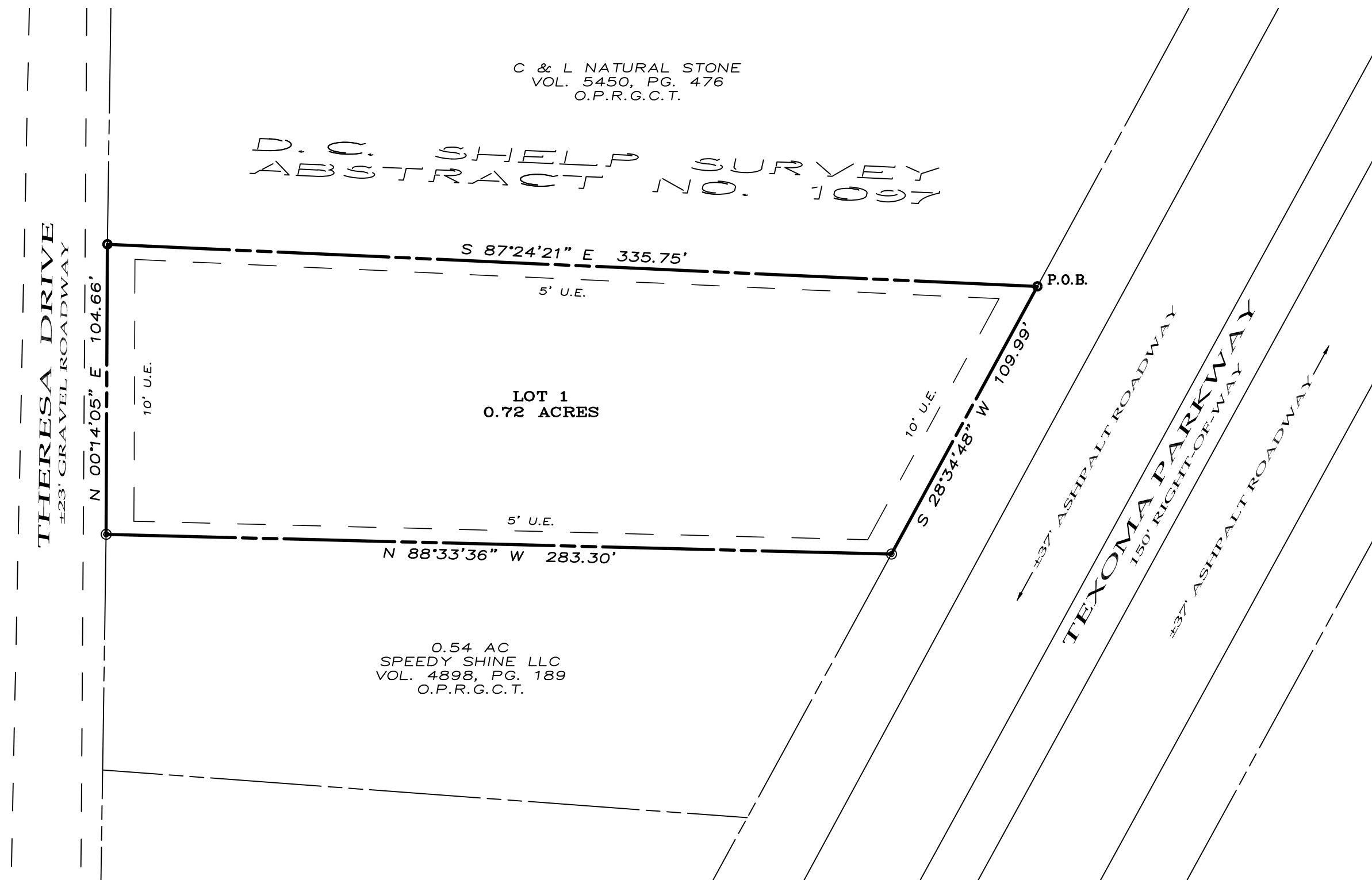
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single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



City of Sherman, Texas
Development Services Department



1 in = 100 ft



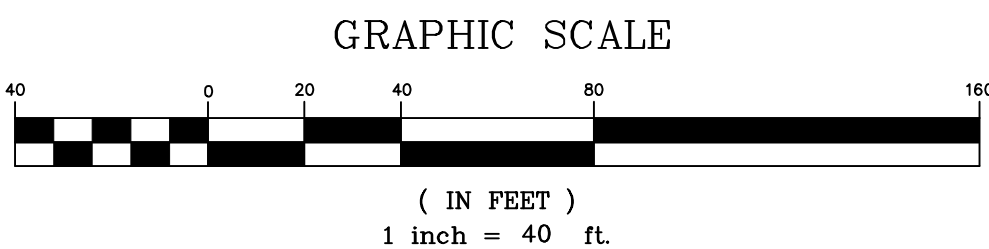
~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

FINAL PLAT
ALVAREZ ADDITION
Being a part of the D. C. Shelp Survey,
Abstract Number 1097. Being in the City
of Sherman, Grayson County, Texas.
Containing 0.72 acres of land

01-19-22



DRAFTING & SURVEYING



OWNERS/DEVELOPER
ZULA INVESTMENTS, LLC
3129 SOUTH MAURICE AVENUE
DENISON, TEXAS 75020
CONTACT: ADRIANA ALVAREZ

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 D.C. Shelp Survey, Abstract No. 1097 and being all that 0.722 acre tract of land conveyed to Rider & Rider, LLC as recorded in Volume 3273, Page 430, Official Public Records, Grayson County, Texas, and being the same 0.72 acre tract of land described in the deed to Zula Investments, LLC, recorded in Instrument No. 2021-25675, said Official Public Records, and being described by metes and bounds as follows:

Beginning at a found 3/4" steel rod at the northeast corner of said 0.722 acre tract of land in the west Right-of-Way of Texoma Parkway;

Thence South 28°34'48" West, with the west Right-of-Way of said Texoma Parkway a distance of 109.99 feet to a found 1/2" steel rod;

Thence North 88°33'36" West, a distance of 283.30 feet to a found 1/2" steel rod in the east Right-of-Way of Theresa Drive;

Thence North 00°14'05" East, with the east Right-of-Way of said Theresa Drive a distance of 104.66 feet to a found 3/4" steel rod;

Thence South 87°24'21" East, with the north line of said 0.722 acre tract a distance of 335.75 feet to the Point-of-Beginning and containing 0.72 acres of land.

CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, ALVAREZ 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

~ 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 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.

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT I, ZULA INVESTMENTS, LLC, do hereby adopt this plat designating the hereinabove property as the ALVAREZ 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.

ADRIANA ALVAREZ
ZULA INVESTMENTS, LLC

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, ADRIANA ALVAREZ, 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:

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

AVIGATION RELEASE

THE STATE OF TEXAS
COUNTY OF GRAYSON

WHEREAS, ZULA INVESTMENTS, LLC, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as ALVAREZ 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 ALVAREZ 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: ZULA INVESTMENTS, LLC

BY:

01-19-22



DRAFTING & SURVEYING

OWNERS/DEVELOPER
ZULA INVESTMENTS, LLC
3129 SOUTH MAURICE AVENUE
DENISON, TEXAS 75020
CONTACT: ADRIANA ALVAREZ

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 2 OF 2



STAFF REVIEW LETTER

February 14, 2022

Zula Investments, LLC
Attn: Adriana Alvarez
3129 S. Maurice Ave.
Denison, TX 75020

Underwood Drafting & Surveying
3404 Interurban Road
Denison, TX 75021

Dear Applicants,

The request for approval of the Final Plat of Alvarez Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 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 and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
2. Dedicate a 15' Utility Easement along Texoma Parkway. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
3. Remove Avigation Release from plat.
4. Original tax certificates with \$0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
5. 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. 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. 16.

Meeting Date: 02/22/2022

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:

*** 5116 TEXOMA PARKWAY**

The request of Zula Investments (Owner), Adriana Alvarez (Representative) and Underwood Drafting and Surveying, Inc. (Surveyor) concerning the property at 5116 Texoma Parkway, being 0.72 acres in the D.C. Shelp Survey, Abstract No. 1097, as follows;

Planning and Zoning Commission

Final plat approval of the Alvarez Addition.

Background:

The property is located at 5116 Texoma Parkway, the northwest corner of Fallon Drive and Texoma Parkway and is zoned a C-2 (General Commercial) District. The owner would like final plat approval of the Alvarez Addition.

Adjacent Zoning:

C-2 (General Commercial) District

M-2 (Heavy Manufacturing) District

Origination:

Zula Investments (Owner)

Adriana Alvarez (Representative)

Underwood Drafting and Surveying, Inc. (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

Not Required

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map

Zoning Map

Plat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 5.

Meeting Date: 03/21/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS**

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)

Issue:

To consider 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)

Background:

The property is located in the 1000 block of East Pecan Grove Road at the southwest corner of East Pecan Grove Road and North Calais Drive and is zoned a C-1 (Retail Business) District. The owner would like replat approval of the Jackson Walker Addition.

Origination:

Preston Trail Partners, LLC (Owner)
Covenant Development, LLC (Developer)
Underwood Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 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



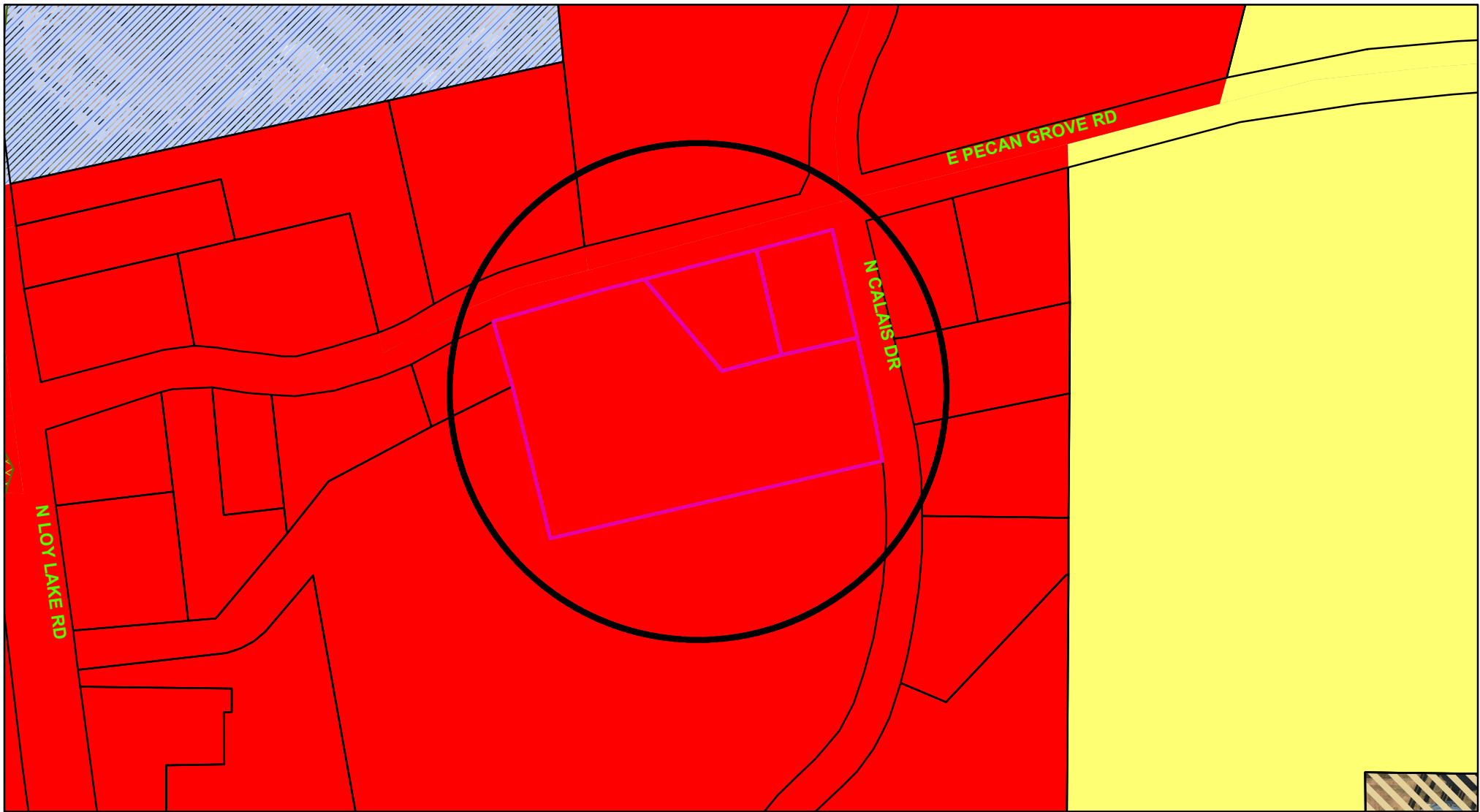
City of Sherman, Texas
Development Services Department

1000 Block East Pecan Grove Road



NOT TO SCALE

1 in = 244 ft



Zoning - 1000 Block East Pecan Grove 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

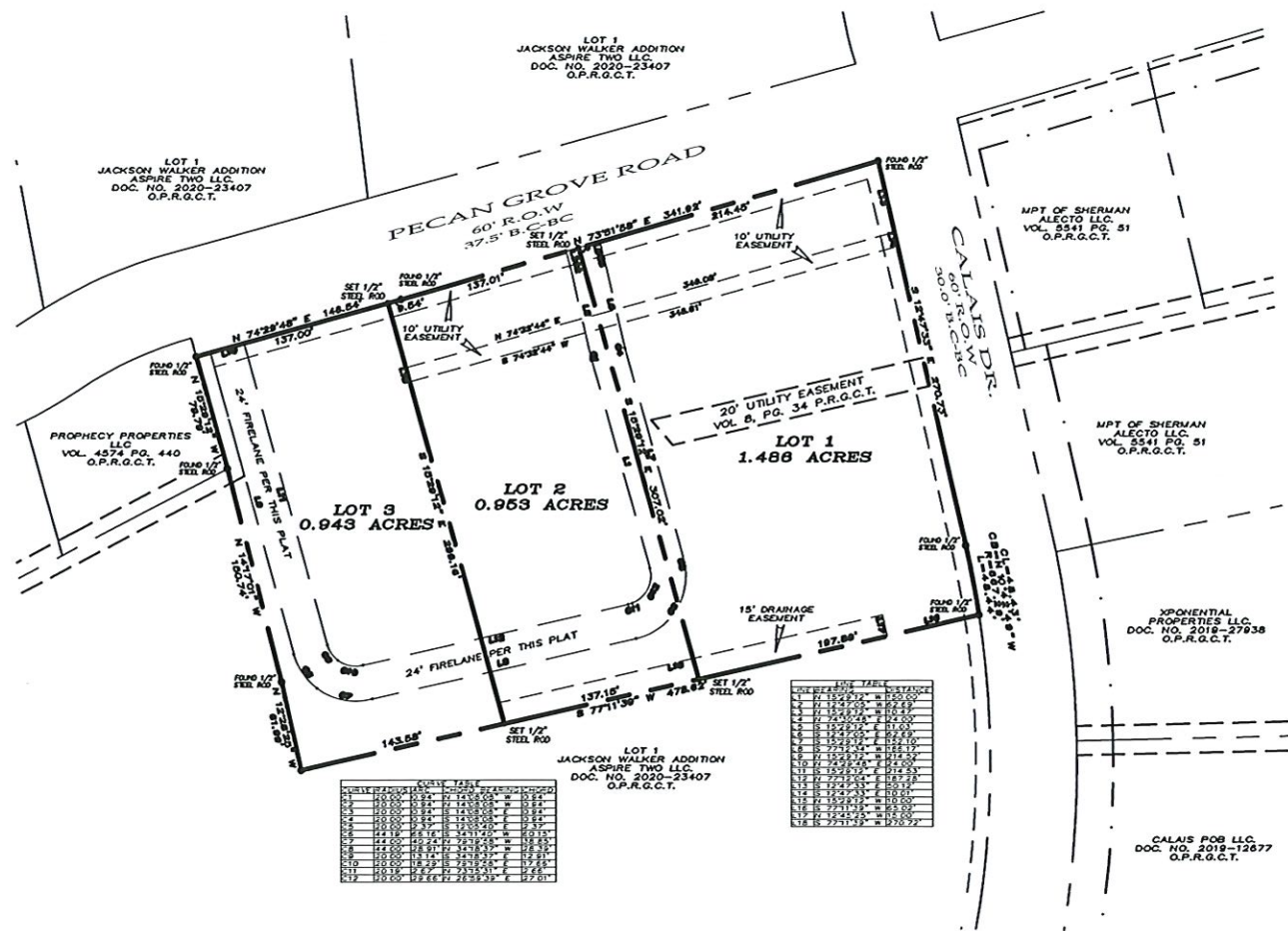


City of Sherman, Texas
Development Services Department



NOT TO SCALE

1 in = 200 ft



REPLAT
**LOT 2 OF THE JACKSON
 WALKER ADDITION**
 Being all of Lot 2 of the Jackson Walker
 Addition, Recorded in Document
 Number 2020-133 P.R.G.C.T. Containing
 3.383 acres of land

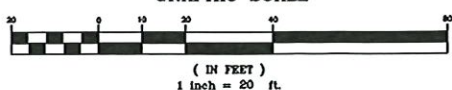
OWNERS/DEVELOPER
 PRESTON TRAILS PARTNER LLC.
 PO BOX 670
 SHERMAN TEXAS, 76809

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

GRAPHIC SCALE



SHEET 1 OF 2

LEGAL DESCRIPTION

Situated in the City of Sherman, Grayson County, Texas, being a part of J.B. MaAnoir Survey, Abstract No.763 and being a all of Lot 2 of the Jackson Walker Addition conveyed to Preston Trails Partners LLC, as recorded in Document Number 2020-133 Official Public Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a found $\frac{1}{2}$ " steel rod at the Northeast corner of said Lot 2 and being in the South Right-of-Way of Pecan Grove Road and the West Right-of-Way of Calais Drive;

Thence South $12^{\circ}47'33''$ East, with said West Right-of-Way of Calais Drive a distance of 270.73 feet to a found $\frac{1}{2}$ " steel rod;

Thence with a non-tangent curve to the right having a radius of 687.29 feet, (chord bears South $10^{\circ}42'49''$ East, a distance of 48.43 feet) on arc length of 48.44 feet to a found $\frac{1}{2}$ " steel rod;

Thence South $77^{\circ}11'39''$ West, with the South Line of said Lot 2 a distance of 478.62 feet to a found $\frac{1}{2}$ " steel rod;

Thence with the west line of said Lot 2 the following Calls and Distances;
 North $12^{\circ}28'25''$ West, a distance of 81.69 feet to a found $\frac{1}{2}$ " steel rod;
 North $14^{\circ}17'01''$ West, a distance of 150.74 feet to a found $\frac{1}{2}$ " steel rod;

North $15^{\circ}29'12''$ West, a distance of 79.79 feet to a found $\frac{1}{2}$ " steel rod
 In said South Right-of-Way of Pecan Grove Road;

Thence North $74^{\circ}29'48''$ East, with Said Pecan Grove Road a distance of 148.54 feet to a found $\frac{1}{2}$ " steel rod;

Thence North $73^{\circ}51'58''$ East, a distance of 341.92 feet to the Point-of-Beginning and containing 3.383 acres of land.

CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing REPLAT OF LOT 2 OF JACKSON WALKER ADDITION, on 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

~ 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. 48181C0250F, effective date September 29, 2010.

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT I, PRESTON TRAILS PARTNERS LLC, do hereby adopt this plat designating the hereinabove property as the REPLAT of Lot 2 of the Jackson Walker Addition, on addition to the City of Sherman, Texas, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed 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.

 Preston Trail Partners LLC, (Ryan Johnson)

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, RYAN JOHNSON 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: _____

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

AVIGATION RELEASE

THE STATE OF TEXAS
 COUNTY OF GRAYSON

WHEREAS, PRESTON TRAILS PARTNERS LLC, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as REPLAT OF LOT 2 OF THE JACKSON WALKER ADDITION, 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 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 claim be for injury or death to persons or damages to property due to noise, 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 LOT 2 OF THE JACKSON WALKER ADDITION, 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: PRESTON TRAILS PARTNERS LLC, (RYAN JOHNSON)

BY: _____

REPLAT
**LOT 2 OF THE JACKSON
 WALKER ADDITION**
 Being all of Lot 2 of the Jackson Walker
 Addition, Recorded in Document
 Number 2020-133 P.R.G.C.T. Containing
 3.383 acres of land

OWNERS/DEVELOPER
 PRESTON TRAILS PARTNER LLC.
 PO BOX 670
 SHERMAN TEXAS, 76809

SURVEYOR
 DOUGLAS W. UNDERWOOD
 R.P.L.S. NO. 4709
 3404 INTERURBAN ROAD
 DENISON, TEXAS

XX-XX-22

UNDERWOOD
 DRAFTING & SURVEYING

SHEET 2 OF 2

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151



STAFF REVIEW LETTER

February 14, 2022

Preston Trails Partner, LLC
P.O. Box 670
Sherman, TX 75091

Underwood Drafting & Surveying
3404 Interurban Road
Denison, TX 75021

Dear Applicants,

The request for approval of the Replat Lot 2 of the Jackson Walker Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 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. 20' Utility Easement in proposed Lot 1 to be abandoned by separate instrument. Abandonment instrument information to be shown on plat in General Notes. Owner to coordinate with City of Sherman Engineering Department for abandonment process.
3. 10' Utility Easement crossing proposed Lot Nos. 1 & 2 to be changed to 10' Sanitary Sewer Easement.
4. Dedicate a 15'x15' Right of Way corner clip on Northeast corner of proposed Lot 1. *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*
5. Show point of beginning on drawing. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)(7)*
6. Metes and bounds must match drawing. Verify and revise curve line on eastern boundary line. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)(7)*
7. Graphically show curb line of Pecan Grove Road and Calais Drive on drawing.
8. Remove Avigation Release from plat.
9. Remove fire lane from plat.
10. Mutual Access Easement between proposed Lots 1 and 2 to be dedicated by and shown on plat.
11. 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.*
12. Three Party Agreement required for Public Infrastructure.
13. Original tax certificates with \$0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*

14. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
15. 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 Heflon, 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. 28.

Meeting Date: 02/22/2022

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:

*** 1000 BLOCK EAST PECAN GROVE ROAD**

The request of Preston Trail Partners, LLC (Owner), Covenant Development, LLC (Developer) and Underwood Surveying, Inc. (Surveyor) concerning the property in the 1000 Block of East Pecan Grove Road, being 3.383 acres in the J.B. McAnair Survey, Abstract No. 763 and being Lot 2, Jackson Walker Addition, as follows:

Planning and Zoning Commission

Replat approval of Lot 2 of the Jackson Walker Addition.

Background:

The property is located in the 1000 block of East Pecan Grove Road at the southwest corner of East Pecan Grove Road and North Calais Drive and is zoned a C-1 (Retail Business) District. The owner would like replat approval of the Jackson Walker Addition.

Adjacent Zoning:

C-1 (Retail Business) District

Origination:

Preston Trail Partners, LLC (Owner)

Covenant Development, LLC (Developer)

Underwood Surveying, Inc. (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

Not Required

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map

Zoning Map

Replat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 6.

Meeting Date: 03/21/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS**

Replat approval of Midway Industrial Park Addition; Larry Mueller, Owner; and Helvey-Wagner Surveying, Inc., Surveyor (5100 and 5104 Marshall Street)

Issue:

To consider Replat approval of Midway Industrial Park Addition; Larry Mueller, Owner; and Helvey-Wagner Surveying, Inc., Surveyor (5100 and 5104 Marshall Street)

Background:

The property is located at 5100 and 5104 Marshall Street between Woodlake Road and Fallon Drive and is zoned an M-1 (Light Manufacturing) District. The owner would like replat approval of the Midway Industrial Park Addition.

The following has been approved for 5100 Marshall Street:
August 8, 1978 - Variance for off-street parking requirements.

Origination:

Larry Mueller (Owner)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 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

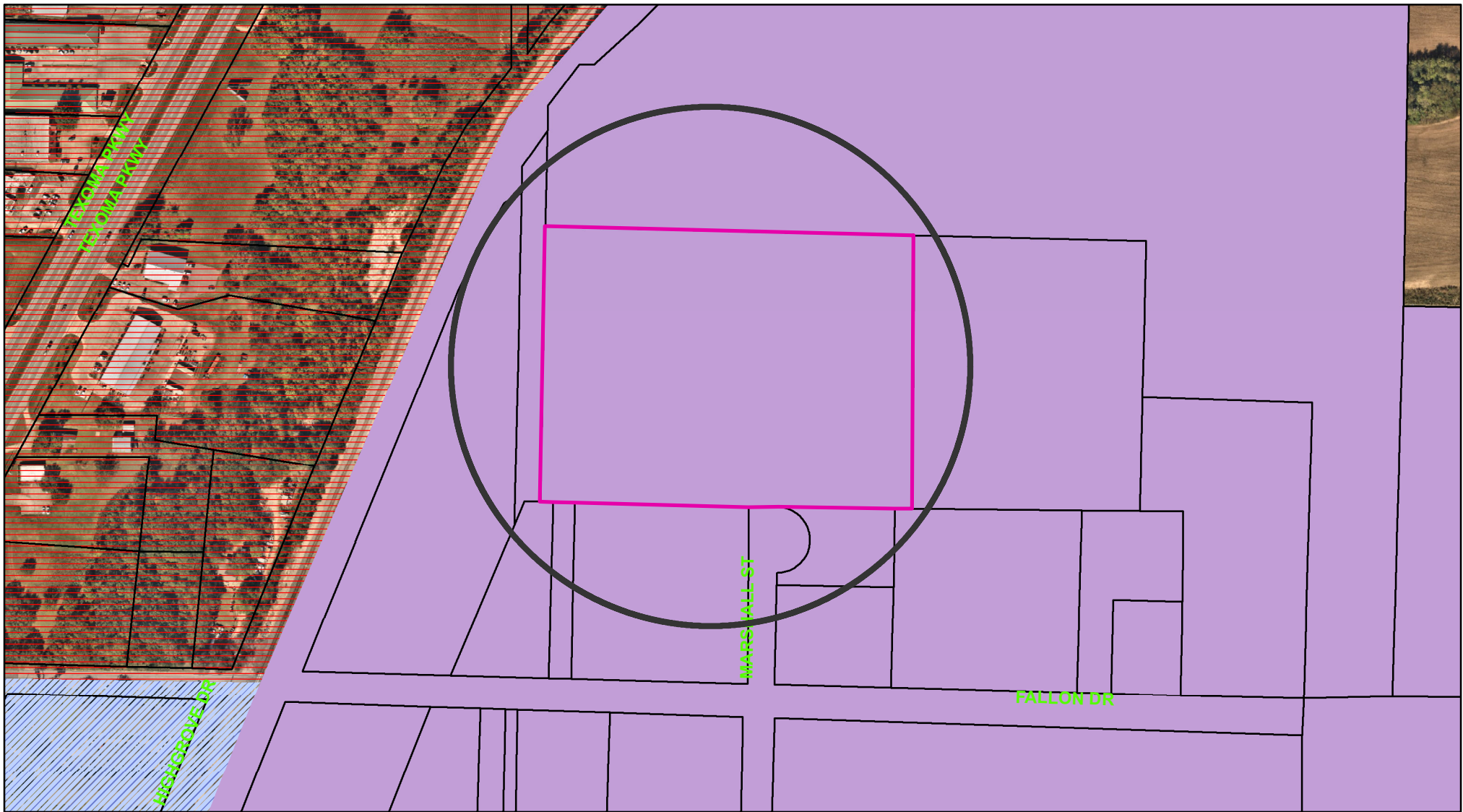


5100 & 5104 Marshall Street

City of Sherman, Texas
Development Services Department



1 in = 421 ft



Zoning - 5100 & 5104 Marshall 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 = 300 ft

Bearing Base: Grid North, 14083 Texas State Plane Coordinate System, North Central Zone, as derived by survey-grade Global Positioning System.

Replat of a part of Lot 5, Block One,
Midway Industrial Park Addition
City of Sherman, Texas
Vol. 23, Pg. 61, P.R.G.C.T.

Lot 2

Block One

Lot 1

Lot 4-A
6.919 Acres
301,399 Sq. Ft.

Lot 4-B
4.303 Acres
187,439 Sq. Ft.

remainder
of Lot 4
Ramesh Khimji &
Madhvi Khimji
6.709 Acres
Volume 2969, Page 413
O.P.R.G.C.T.

P.O.B.
1/2" capped rebar found
(RPLS 6720) and bears
N57°05'13"W 1.62' from a
1/2" capped rebar found

Lot 2

Block
One
Lot 3

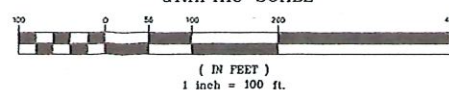
Solo Motor Freight, LLC
3.424 Acres - Tract 2
Vol. 44, 2020-1102,
O.P.R.G.C.T.

Midway Industrial Park Addition
City of Sherman, Texas
Vol. 6, Pg. 11, P.R.G.C.T.

Marshall Street

Fallon Drive

GRAPHIC SCALE



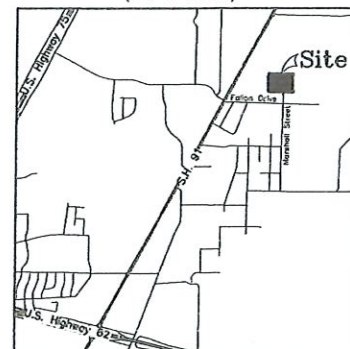
Replat of part of Lot 4, Block One, of Midway Industrial Park Addition

to the
City of Sherman
Grayson County, Texas

11.222 Acres

in the
J. B. Shannon Survey
Abstract No. 1085

Vicinity Map
(not to scale)



Page 1 of 2

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 Co.
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 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. 48181C0280 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. CGS530122

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:

Larry Mueller
5100 Marshall Street
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. Shannon Survey, Abstract No. 1085 and being a part of Lot 4, Block One, of Midway Industrial Park Addition to the City of Sherman, Texas, as shown by plat of record in Volume 6, Page 11, Plat Records, Grayson County, Texas, being the same 11.216 conveyed by Special Warranty Deed with Vendor's Lien from Larry Mueller, Ancillary Independent Executor of the Estate of Joseph J. Mueller, Deceased and the Estate of Jacqueline Winona Mueller to Larry Mueller on December 4th, 2015, as recorded in Volume 5726, Page 1, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a "bent" 1/2 inch rebar found, lying in the North line of Lot 2 of said Block One of Midway Industrial Park Addition, being the most Northerly Southeast corner of Lot 1 of said Block One of Midway Industrial Park Addition, and being the Southwest corner of both said Lot 4 and the herein described tract, said rebar bears South 57 deg. 25 min. 34 sec. East, 1.52 ft. from a 1/2 inch capped rebar found (RPLS 6720);

THENCE North 01 deg. 31 min. 49 sec. East, with the West line of both said Lot 4 and Mueller 11.216 acres, and the most Easterly line of said Lot 1, a distance of 600.00 ft. to a 1/2 inch rebar found at the Northwest corner of both said Lot 4 and the Northwest corner of the herein described tract, said rebar bears South 14 deg. 44 min. 34 sec. East, 0.73 ft. from a 1/2 inch capped rebar found (RPLS 6720);

THENCE South 88 deg. 28 min. 11 sec. East, with the South line of Lot 2, Block One, of the Replat of a part of Lot 5, Block One, Midway Industrial Park Addition to the City of Sherman, Texas, as recorded in Volume 23, Page 61, P.R.G.C.T., and the North line of both said Lot 4 and Mueller 11.216 acres, a distance of 814.00 ft. to the Northeast corner of the herein described tract, from which point bears South 11 deg. 27 min. 13 sec. East, 0.40 ft. from a 1/2 inch rebar found;

THENCE South 01 deg. 31 min. 49 sec. West, over and across said Lot 4, with the East line of said Mueller 11.216 acres, and the West line of Ramesh Khimji and Madhvi Khimji 6.70 acres, as recorded in Volume 2969, Page 413, Official Public Records, Grayson County, Texas, a distance of 600.87 ft. to a 1/2 inch rebar found at the Southeast corner of the herein described tract;

THENCE North 88 deg. 16 min. 55 sec. West, with the North line of AZA Investments, LLC 3.674 acres, as recorded in Deed No. 2019-5784, O.P.R.G.C.T., a distance of 49.87 ft. to a "toll" 1/2 inch rebar found;

THENCE North 88 deg. 20 min. 10 sec. West, with the North line of Gene Luscombe 0.84 acres, as recorded in Volume 2268, Page 700, Real Property Records, Grayson County, Texas, and the North line of Marshall Street, a distance of 304.13 ft. to a 1/2 inch rebar found;

THENCE North 88 deg. 28 min. 11 sec. West, PASSING a 1/2 inch rebar found at the Northwest corner of Lot 3 of said Block One of Midway Industrial Park Addition at 379.94 ft. and continuing for a TOTAL distance of 460.00 ft. to the PLACE OF BEGINNING and containing 6.168 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, Larry Mueller, sole owner of Replat of a part of Lot 4, Block One of Midway Industrial Park 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.

Larry Mueller

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

Given under my hand and seal of office this _____ day of _____, 2022.

Notary Public, Grayson County, Texas

Sherman
CLASSIC TOWN. BROAD HORIZON.

This, the final plat of Replat of a part of Lot 4, Block One of Midway Industrial Park 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 a part of Lot 4, Block One of Midway Industrial Park 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 a part of Lot 4, Block One of Midway Industrial Park 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 part of Lot 4, Block One, of Midway Industrial Park Addition

to the
City of Sherman
Grayson County, Texas

11.215 Acres

In the
J. B. Shannon Survey
Abstract No. 1085

Job No. CGS530122

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:

Larry Mueller
5100 Marshall Street
Sherman, Texas 75090

Page 2 of 2



STAFF REVIEW LETTER

February 14, 2022

Larry Mueller
5100 Marshall 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 part of Lot 4, Block One, of Midway Industrial Park Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 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. 30' Mutual Access Easement along centerline of adjoining property line between Lots 4-A and 4-B to be dedicated by and shown on plat.
3. Right of Way Dedication required on West boundary line. Coordinate with City of Sherman Engineering Department for exact measurements and location. *Code of Ordinances Chapter 10, Exhibit A, Sec. 5(C)(1)*
4. Dedicate a 10' Utility Easement along proposed right of way on West boundary line. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
5. Simplify Plat name.
6. Metes and bounds must match drawing. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)(7)*
7. Sanitary Sewer main may need be extended in accordance with City criteria to serve proposed Lot. Provide drawings for existing sewer serving existing lots to Engineering Department for review. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
8. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
9. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
10. 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. 30.

Meeting Date: 02/22/2022

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:

*** 5100 & 5104 MARSHALL STREET**

The request of Larry Mueller (Owner) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property at 5100 and 5104 Marshall Street, being 11.216 acres in the J.B. Shannon Survey, Abstract No. 1085, and being part of Lot 4, Block 1, Midway Industrial Park Addition, as follows:

Planning and Zoning Commission

Replat approval of Midway Industrial Park Addition.

Background:

The property is located at 5100 and 5104 Marshall Street between Woodlake Road and Fallon Drive and is zoned an M-1 (Light Manufacturing) District. The owner would like replat approval of the Midway Industrial Park Addition.

The following has been approved for 5100 Marshall Street:

- August 8, 1978 - Variance for off-street parking requirements.

Adjacent Zoning:

M-1 (Light Manufacturing) District

Origination:

Larry Mueller (Owner)

Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

Not Required

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map

Zoning Map

Replat

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 7.

Meeting Date: 03/21/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS**

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; Tawni Hodge, Applicant; and Copley Land Surveying, Inc., Surveyor (119 and 123 South Ricketts Street and 825 West Lamar Street)

Issue:

To consider 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; Tawni Hodge, Applicant; and Copley Land Surveying, Inc., Surveyor (119 and 123 South Ricketts Street and 825 West Lamar Street)

Background:

The property is located at 119 and 123 South Ricketts Street and 825 West Lamar at the northeast corner of South Ricketts and West Lamar Streets. The owner is requesting replat approval to combine the properties into two lots. The owner is also requesting 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 following have been approved for 123 South Ricketts:

- May 20, 2014 - Variance to allow a 0' rear setback for an existing nonconforming structure in lieu of 25' required for a transitional living home in an R-1 (One Family Residential) District.
- May 20, 2014 - Specific Use Permit and site plan approval for an addition to the existing structure to allow The House of Eli, a Transitional Living Home in an R-1 (One Family Residential) District. P&Z Condition - Review in 1 year from Certificate of Occupancy Permit.

Origination:

House of Eli (Owner)

Tawni Hodge (Applicant)

Copley Land Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 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

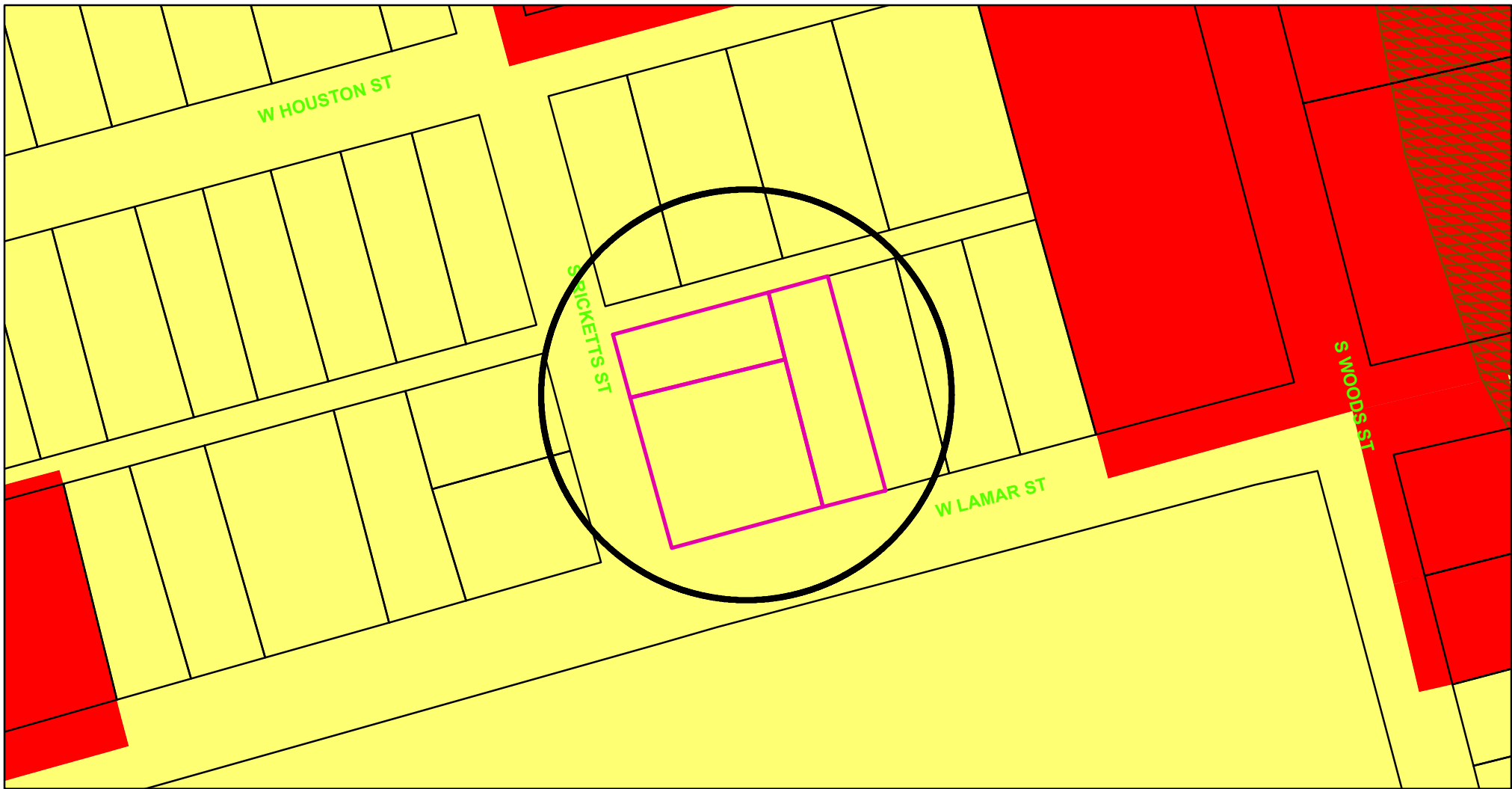


City of Sherman, Texas
Development Services Department

123 South Ricketts Street



1 in = 100 ft



Zoning - 119 & 123 South Ricketts and 825 West Lamar Street

Legend

Special Districts Overlay DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

- FM 1417
- Sam 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

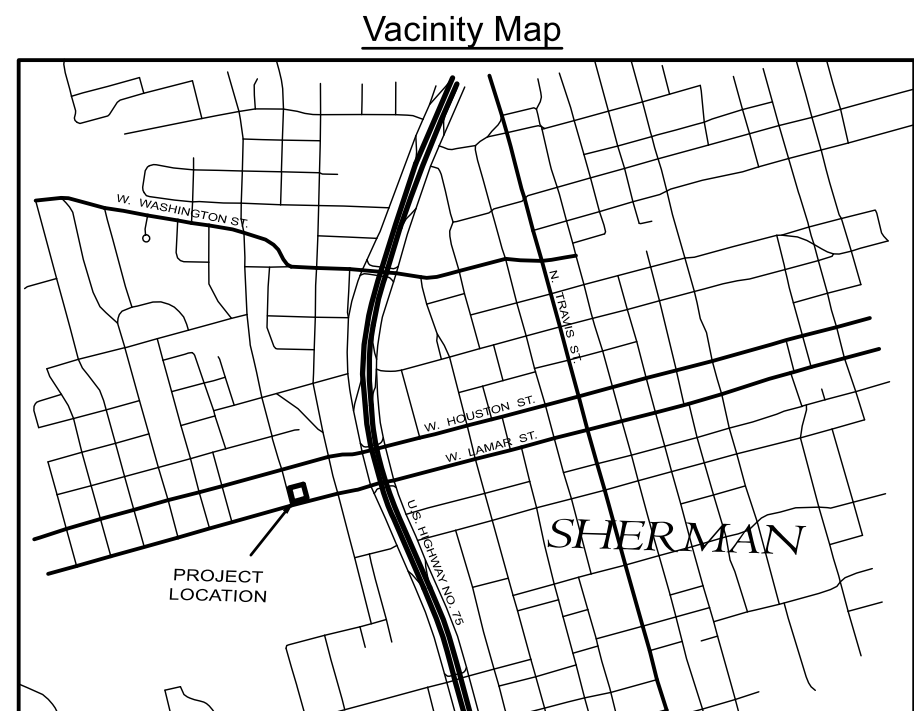
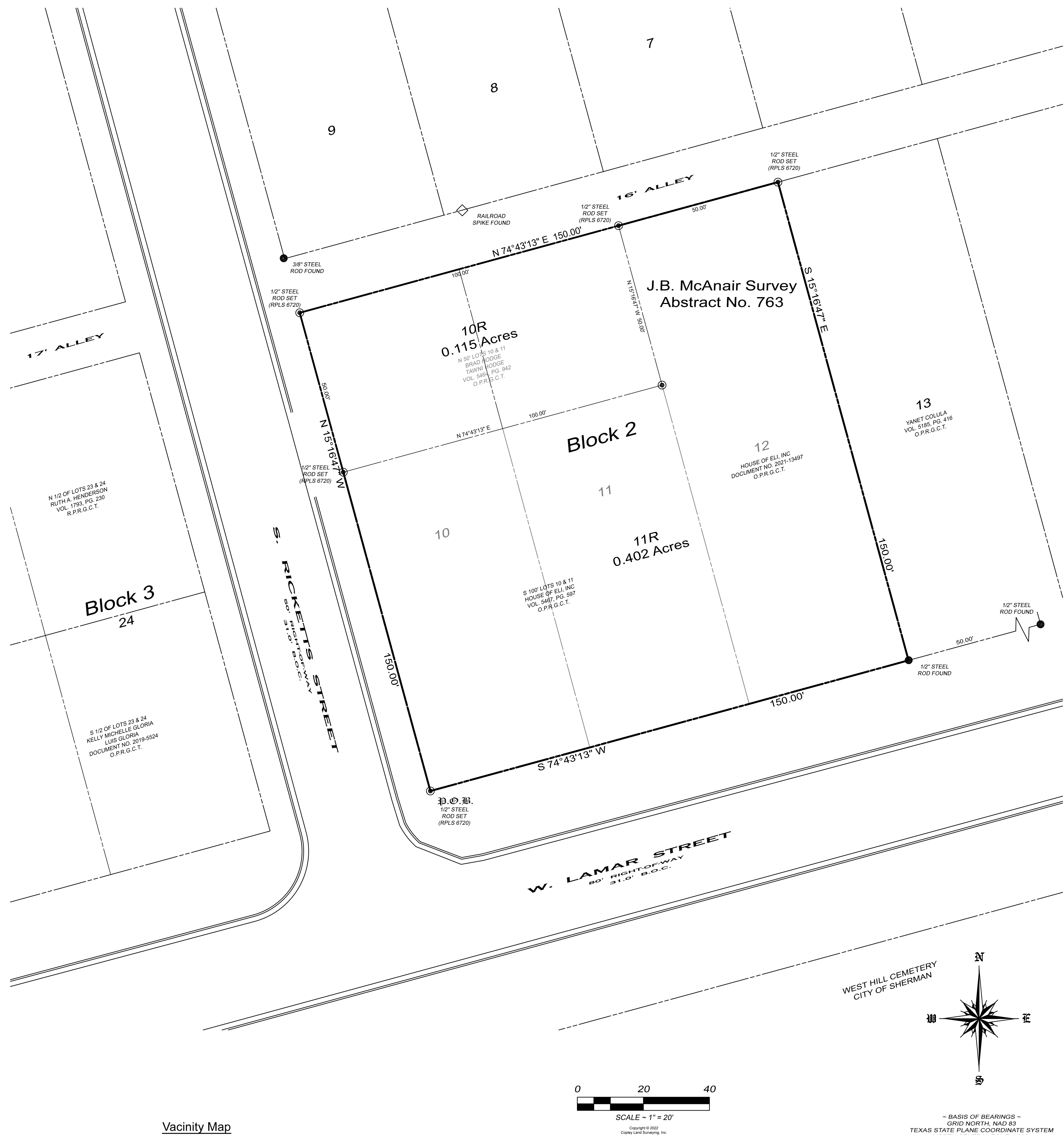


NOT TO SCALE

1 in = 100 ft

119 & 123 RICKETTS & 825 LAMAR





Replat of
Lots 10R & 11R, Block 2
G.Y. GRAYS 2'ND ADD.
Being a replat of Lots 10, 11 & 12
Block 2, G.Y. Grays 2'nd Addition, an
addition to the City of Sherman
Grayson County, Texas

2/10/2022



Copley Land Surveying
1702 Verdi Ln., Sherman, Texas 75090
TX 903-415-0643, © 360-980-0161
john@copleylandsurveying.com

OWNERS/DEVELOPER
HOUSE OF ELI, INC
123 N. CROCKETT ST.
SUITE 200
SHERMAN, TEXAS 75090

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

Legal Description

Situated in the City of Sherman, County of Grayson, State of Texas, being a part of the J.B. McAnair Survey, Abstract No. 763, and being all of Lots 10, 11 and 12, Block 2, G.Y. Grays 2'nd Add, an addition to the City of Sherman as shown by plat of record in Volume 134, Page 113, Deed Records, Grayson County, Texas and being the same tract of land conveyed to House of Eli, INC by deed of record in Volume 5467, Page 597, Official Public Records, Grayson County, Texas, and being all of Lot 12 conveyed to House of Eli, INC by deed of record in Document No. 2021-13497 of said Official Public Records, and being all of the north 50' of Lots 10 & 11 conveyed to Brad Hodge and wife Tawni Hodge by deed of record in Volume 5464, Page 942 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 the intersection of the north line of W. Lamar Street and the east line of S. Ricketts Street for the southwest corner of said Lot 10, and all of Block 2;

Thence **North 15°16'47" West**, along the east line of said S. Ricketts Street and the west line of said Lot 10, Block 2, a distance of **150.00 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 at the intersection of the west line of said S. Ricketts Street and the southwest corner of an alley, for the northwest corner of said Lot 10;

Thence **North 74°43'13" East**, along the south line of said alley and the north line of said Lots 10, 11 & 12, a distance of **150.00 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northeast corner of said Lot 12 and the northwest corner of said Lot 13;

Thence **South 15°16'47" East**, along the east line of said Lot 12, a distance of **150.00 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the north line of said W. Lamar Street for the southeast corner of said Lot 12 and the southwest corner of said Lot 13;

Thence **South 74°43'13" West**, along the north line of said W. Lamar Street and the south line of said Block 2, a distance of **150.00 feet** to the **Point-of-Beginning** and containing **0.517 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, HOUSE OF ELI, INC, 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 Lots 10R & 11R, Block 2 G.Y. GRAYS 2ND ADD., 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 Lots 10R & 11R, Block 2, G.Y. GRAYS 2ND 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: HOUSE OF ELI, INC

By: TAWNI HODGE

By: BRAD HODGE

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 Onco Electrical Delivery.
- Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway 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 plat is to replat 2 partial Lots into 1 Lot.



Copley Land Surveying
1702 Verdi Ln., Sherman, Texas 75090
TX 903-415-0643, © 360-980-0161
john@copleylandsurveying.com

OWNERS/DEVELOPER
HOUSE OF ELI, INC
123 N. CROCKETT ST.
SUITE 200
SHERMAN, TEXAS 75090

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

Owners Certificate & Dedication

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

That We, BRAD HODGE, TAWNI HODGE AND HOUSE OF ELI, INC, Owner and Developer, do hereby adopt this plat designating the hereinabove property as the Replat of Lots 10R & 11R, Block 2, G.Y. GRAYS 2'ND 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.

BRAD HODGE (LOT 10R)
OWNER

TAWNI HODGE (LOT 10R)
OWNER

TAWNI HODGE (LOT 11R)
DESIGNATED SIGNED FOR HOUSE OF ELI
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 BRAD HODGE 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 TAWNI HODGE 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 Replat of Lots 10R & 11R, Block 2, G.Y. GRAYS 2'ND 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

Replat of
Lots 10R & 11R, Block 2
G.Y. GRAYS 2'ND ADD.
Being a replat of Lots 10, 11 & 12
Block 2, G.Y. Grays 2'nd Addition, an
addition to the City of Sherman
Grayson County, Texas

2/10/2022



STAFF REVIEW LETTER

February 14, 2022

House of Eli, Inc.
123 N. Crockett, Ste. 200
Sherman, TX 75090

Copley Land Surveying
1702 Verdi Lane
Sherman, TX 75090

Dear Applicants,

The request for approval of the Replat Lots 10R & 11R, Block 2, G.Y. Gray's 2'nd Add. has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 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. Simplify Plat Name and show as "being a replat of..."
2. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
3. Dedicate a 5' Right of Way Dedication along Lamar Street in regards to Grayson County/City of Sherman Thoroughfare Plan. *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*
4. Dedicate a 15'x15' Right of Way corner clip on Southwest corner of proposed Lot 11R. *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 Ricketts Street. Utility Easement shall parallel new right of way created by dedication and corner clip dedication. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
6. Dedicate a 15' Utility Easement along Lamar Street. Utility Easement shall parallel new right of way created by dedication and corner clip dedication. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
7. Point of Beginning must be in Arial, Calibri, or Times New Roman font. *Code of Ordinances Chapter 10.05, Exhibit A, Section 6(B)*
8. The City of Sherman does not maintain alleys.
9. Remove Direction from street names on drawing and in legal description.
10. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.

11. 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 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. 32.

Meeting Date: 02/22/2022

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:

119 & 123 SOUTH RICKETTS STREET & 825 WEST LAMAR STREET

The request of House of Eli (Owner), Tawni Hodge (Applicant) and Copley Land Surveying, Inc. (Surveyor) concerning the property at 119 and 123 South Ricketts Street and 825 West Lamar Street, being 0.517 acres in the J.B. McAnair Survey, Abstract No. 763, and being Lots 10, 11 and Lot 12, Block 2, G.Y. Gray's 2nd Addition, as follows:

Planning and Zoning Commission

- A. 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.
- B. Zone change approval under Ordinance No. 2280, Section 12, from an R-1 (One-Family Residential) District to an R-2 (Multi-Family Residential) District on 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.

Background:

The property is located at 119 and 123 South Ricketts Street and 825 West Lamar at the northeast corner of South Ricketts and West Lamar Streets.

The owner is requesting replat approval to combine the properties into two lots. The owner is also requesting 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 following have been approved for 123 South Ricketts:

- May 20, 2014 - Variance to allow a 0' rear setback for an existing nonconforming structure in lieu of 25' required for a transitional living home in an R-1 (One Family Residential) District.
- May 20, 2014 - Specific Use Permit and site plan approval for an addition to the existing structure to allow The House of Eli, a Transitional Living Home in an R-1 (One Family Residential) District.

Planning and Zoning Condition: Review in one year from Certificate of Occupancy.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

House of Eli (Owner)

Tawni Hodge (Applicant)

Copley Land 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:

73

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Narrative

Replat

Building Elevations - 825 W. Lamar

Site Plan (need Updated with all buildings)

Building Elevations - 123 S. Ricketts

Floor Plan - 123 S. Ricketts

Proposed Addition Floor Plan - 123 S. Ricketts

Parking

Staff Review Letter - Replat

Staff Review Letter - Zone Change



City Council Regular Meeting

H. 1.

Meeting Date: 03/21/2022

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Library Board (3)

Issue:

Lisa Hebert's term on the Library Board expires on March 20, 2022. She is eligible and does wish to serve again. There are also two vacancies on this board. We have applications from Marty Burkart and Mitchell McCraw for service on the Library Board.

Background:

The Library Board serves in an advisory capacity to the City Librarian, the City Manager and the City Council.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is the staff recommendation that the City Council reappoint Ms. Hebert and appoint Ms. Burkart and Mr. McCraw to the Library Board.

Alternatives:

The alternative is to delay appointments for service on the Board.

Attachments

Roster

Fact Sheet

Applicant List

Lisa Hebert Reappointment Letter

Marty Burkart Application

MEMBERSHIP ROSTER

LIBRARY BOARD

LENGTH OF TERMS: THREE YEARS
Term Limit: Three Consecutive Terms

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Lisa Hébert	4	A 3/20/2016 R 3/20/2019	3/20/2019 3/20/2022	1 2	Members are required to be residents of Sherman; have knowledge of Library Affairs and operations; and appreciate books.
Randy Hudson	4	A 4/7/2015 R 4/7/2018 R 4/7/2021	4/7/2018 4/7/2021 4/7/2024	1 2 3	
Laurie Mealy	1	A 1/19/2016 R 1/19/2019 R 1/19/2022	1/19/2019 1/19/2022 1/19/2025	1 2 3	
Nick Keating	4	A 1/8/2013 R 1/8/2016 R 1/8/2019	1/8/2016 1/8/2019 1/8/2022	1 2 3	
John West	1	A 1/8/2013 R 1/8/2016 R 1/8/2019	1/8/2016 1/8/2019 1/8/2022	1 2 3	
Cort Myrick	n/a	U 5/4/2021	8/4/2023	1	
Donna Nesbit	4	A 2/5/2019 R 2/5/2022	2/5/2022 2/5/2022	1 2	

NOTE:

FACT SHEET

LIBRARY BOARD

Established by ORDINANCE 1736 – APRIL 14, 1948; REVISED ORDINANCE 4223 – OCTOBER 21, 1991; REVISED ORDINANCE 4367 – OCTOBER 3, 1994

1. Number of Members: SEVEN
2. Term of Appointment: THREE YEARS
3. Consecutive Term Rule: THREE TERMS – ORDINANCE 4223 (10/21/91)
4. Qualifications for Membership: RESIDENTS OF SHERMAN; KNOWLEDGE OF LIBRARY AFFAIRS AND OPERATION; APPRECIATION OF BOOKS
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization

CHAIRPERSON E VICE CHAIRPERSON SECRETARY E

ELECTED E APPOINTED
7. Departmental Responsibility: DIRECTOR OF LIBRARY SERVICES
8. Meeting Date: NO RULE – AS SET BY BOARD BY-LAWS
9. Attendance Requirements: NO RULE – AS SET BY BOARD BY-LAWS

=====

PURPOSE:

Shall serve in an advisory capacity with the City Librarian, the City Manager and the City Council.

RESPONSIBILITIES:

Said Board shall have no authority to bind the City of Sherman to any contract or interfere in any manner with City operations of Library Services.

APPLICANT LIST

Library Board

Positions Vacant 3

Applicant	Address	District	Qualifications
Lisa Hébert	902 Cormorant	4	Current Member; Wishes to be Reappointed
Marty Burkart	302 W. Fairview	1	Retired
Mitchell McCraw	4993 E FM 120, Denison	n/a	903 Brewers, LLC

COMMENTS:

PUBLIC RECORDS DEPARTMENT

Phone No. (903) 892-7204

Fax No. (903) 892-7394

March 4, 2022

Lisa Hébert
902 Cormorant
Sherman, Texas 75092



RE: Library Board

Dear Ms. Hébert:

Your term on the Library Board expires on March 20, 2022. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

cc: Melissa Eason, Library Services Administrator

☒

I do wish to be considered for reappointment to this board

☐

I do not wish to be considered for reappointment to this board

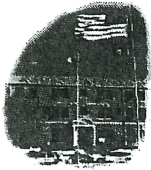
Lisa Hébert

Signature

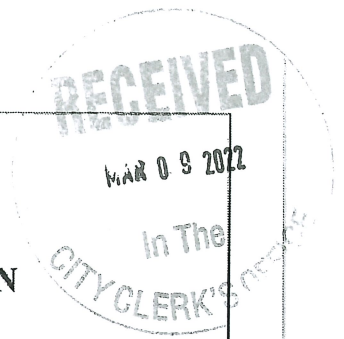
3-8-2022

Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106



CITY OF SHERMAN APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: MARTHA F. BURKART (MARTY)
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission: LIBRARY BOARD

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: <u>302 W FAIRVIEW ST.</u>	Business Name: <u>RETIRED</u>
Mailing Address: <u>SHERMAN TX 75092</u>	Occupation: _____
Telephone: <u>972-369-2615</u> Fax: <u>NA</u>	Address: _____
E-Mail: <u>mfburkart@hotmail.com</u>	Telephone: _____ Fax: _____
Sherman Resident for <u>35</u> years County: <u>GRAYSON</u>	E-Mail: _____
Drivers License No.: <u>07381011</u>	
Voter Registration No.: <u>1024972246</u> ✓	

Which Council District do you live in? (see attached map) District 1 ✓

Prior work experience: (please include dates)

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1972
Business College, Correspondence School, Adult Education, Other? _____
Name of College/University: ETSU, Univ of Phoenix ☒ Bachelor's ☐ Master's ☐ PhD
(2)

Volunteer Work: (please include dates)

LWV - 1979-2019

JOP THEATER 1997-PRESENT

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - None

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I AM A BELIEVER IN EDUCATION-PARTICULARLY VIA READING
I ALSO BELIEVE A LOCAL LIBRARY IS CRITICAL.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) ~~##~~ MAINTAINING THE LIBRARY

2) PROVIDING SERVICES TO THE COMMUNITY
(RESEARCH, INTERNET, STORYTIME FOR CHILDREN)

3) _____

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

HAVE ALWAYS SUPPORTED LIBRARIES, AND HAVE ^{USED} SHERMAN'S LIBRARY SINCE I WAS A CHILD.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☐ No

Comments: I WAS ASKED TO COME ON THE LIBRARY BOARD BY

MELISSA EASON

Statement of Intent

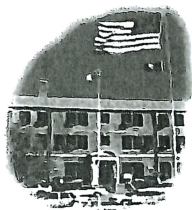
I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

David F. Burkart

Date: 3/9/22

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN, BROAD HORIZON.



CITY OF SHERMAN

APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Mitchell C McCraw

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board

or Commission: Sherman Library Board

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 4993 E FM 120 Denison, TX 75021

Mailing Address: _____

Telephone: (903) 624-0756

Fax: _____

E-Mail: mitch@903brewers.com

Sherman Resident for _____ years County: Grayson

Drivers License No.: 14374848

Voter Registration No.: 1025155830 ✓

Occupational Information

Business Name: 903 Brewers, LLC

Occupation: Office Manager

Address: 1720 S Elm St Sherman, TX 75090

Telephone: (903) 624-0756

Fax: _____

E-Mail: mitch@903brewers.com

Which Council District do you live in? (see attached map) W1a ✓

Prior work experience: (please include dates)

Educational Achievement:

High School Graduate? ☐ Yes ☐ No Year Graduated/Left School? _____

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: _____

☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Good Will Board (Current), Sherman Art Dash (Current), Sherman Christmas Parade, United Way volunteer

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - None

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (*how would you use this experience to benefit the City*)?

Because I love books, and I believe that public libraries are incredibly important.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Protecting the library from pressure to censor or remove books that might be deemed inappropriate by some.

2) Making sure patrons have access to the internet that they might not otherwise have.

3) Maintaining the library as a safe space for children and those with poor mental health by providing access to resources and general information

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No
Comments: _____

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: *M McLain* Date: 3/10/22

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H. 2.

Meeting Date: 03/21/2022

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Animal Control Advisory Committee (3)

Issue:

Stephanie Phillips, Kyle Wiser, and Amber Doan's terms on the Animal Control Advisory Committee expire on March 17, 2022. They are all eligible and wish to serve again. There are no other applications for service on this board.

Background:

The Texas Health and Safety Code, Section 823.005, requires that the City establish and maintain an Advisory Committee to assist the City's Animal Control Department in carrying out its duties. On February 12, 2020, the City Council approved Resolution No. 6593, creating the Animal Control Advisory Committee. The purpose of this Committee is to serve in an advisory capacity to assist the City's Animal Control Department in compliance with city and state regulations concerning the operation of the City's Animal Control facility; to assist the City in communicating awareness to the citizens of Sherman regarding the services, procedures, and compliance with state regulations concerning the operation of animal shelters and coordinating review of programs and services to make recommendations for improvements in those programs and services to better serve the community.

Origination:

This agenda item originated with the Police Department.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

The staff's recommendation is to reappoint Stephanie Phillips, Kyle Wiser, and Amber Doan to the Animal Control Advisory Committee.

Alternatives:

The alternative is to delay reappointment to the Committee.

Attachments

Roster

Fact Sheet

Applicant List

Amber Doan Reappointment Letter

Kyle Wiser Reappointment Letter

Stephanie Phillips Reappointment Letter

MEMBERSHIP ROSTER

ANIMAL CONTROL ADVISORY COMMITTEE

LENGTH OF TERMS: 3 Years

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Dr. Ken Lawrence		A 2/2/2021	2/2/2024		Licensed Veterinarian
Henry Marroquin		A 11/16/2021	3/17/2023		Municipal Official
Morgan Simpson		A 3/17/2020	3/17/2023		Animal Services Supervisor
Stephanie Phillips	n/a	A 3/17/2020	3/17/2022	1	Animal Welfare Organization
Kyle Wiser	1	A 3/17/2020	3/17/2022	1	Sherman Citizen
Amber Doan	3	A 3/17/2020	3/17/2022	1	Sherman Citizen
Aaron Jason Bucy	4	A 10/5/2021	10/5/2024	1	Sherman Citizen
Mignon Plyler	4	A 3/17/2020 R 3/17/2021	3/17/2021 3/17/2024	0 1	Sherman Citizen

NOTE:

Officers		Term Begins	Term Expires
Chairman	Kyle Wiser	3/17/2020	3/17/2022
Vice Chairman	Stephanie Phillips	3/17/2020	3/17/2022

FACT SHEET

ANIMAL CONTROL ADVISORY COMMITTEE

Established by RESOLUTION 6593 – FEBRUARY 12, 2020

1. Number of Members: EIGHT (8)
2. Term of Appointment: THREE (3) YEARS
3. Consecutive Term Rule: TWO FULL TERMS
4. Qualifications for Membership: COMPRISED OF 8 MEMBERS, AS FOLLOWS: 1 LICENSED VETERINARIAN; 1 MUNICIPAL OFFICIAL; 1 SHERMAN ANIMAL SERVICES SUPERVISOR; 1 REPRESENTATIVE FROM AN ANIMAL WELFARE ORGANIZATION; AND 4 SHERMAN CITIZENS
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization

CHAIRPERSON E VICE CHAIRPERSON E SECRETARY E

ELECTED APPOINTED
7. Departmental Responsibility: POLICE CHIEF
8. Meeting Date: ROUTINELY, BASED ON ADOPTED MEETING SCHEDULE, AT LEAST QUARTERLY
9. Attendance Requirements: IF A MEMBER IS ABSENT 33% OF THE REGULARLY SCHEDULED MEETING IN A CALENDAR YEAR, REGARDLESS OF EXCUSED OR NOT, (SPECIAL EXCEPTIONS MAY BE MADE – SEE BY-LAWS)

=====

PURPOSE:

Committee is a citizen's committee to the City Council, created to assist the City in communicating awareness to the citizens of Sherman, regarding the services, procedure, and compliance with State regulations concerning the operation of animal shelters and coordinating review of programs and services to better serve the community.

RESPONSIBILITIES:

- (1) Assist in the development of Animal Services' mission and policies;
- (2) Review and recommend long-range planning and budgeting for Animal Services;
- (3) Provide research, guidance, advice, sponsor reports and contribute information relevant to Animal Services program development, policies and procedures;
- (4) Serve as liaisons to the community, increasing support and awareness of Animal Services and assisting in the resolution of citizen concerns, issues, and grievances

APPLICANT LIST

Animal Control Advisory Committee

Positions Vacant 3

Applicant	Address	District	Qualifications
Stephanie Phillips	3923 Park Ave, Denison	n/a	Current Member; Wishes to be Reappointed
Kyle Wiser	1820 N. Ricketts	1	Current Member; Wishes to be Reappointed
Amber Doan	309 Colorado	3	Current Member; Wishes to be Reappointed

COMMENTS:

PUBLIC RECORDS DEPARTMENT

Phone No. (903) 892-7204

Fax No. (903) 892-7394

February 10, 2022

Amber Doan
309 Colorado
Sherman, Texas 75092



RE: Animal Control Advisory Committee

Dear Amber:

Your term on the Animal Control Advisory Committee expired on March 17, 2022. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby
City Clerk

cc: Zach Flores, Police Chief

X

I do wish to be considered for reappointment to this board

I do not wish to be considered for reappointment to this board

Signature

02/10/2022

Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106

February 10, 2022

Kyle Wiser
1820 N. Ricketts
Sherman, Texas 75092



RE: Animal Control Advisory Committee

Dear Mr. Wiser:

Your term on the Animal Control Advisory Committee expired on March 17, 2022. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

cc: Zach Flores, Police Chief

☒

I do wish to be considered for reappointment to this board

☐

I do not wish to be considered for reappointment to this board

Kyle Wiser

Signature

FEB 14 2022

Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106



City Clerk's Office

PUBLIC RECORDS DEPARTMENT

Phone No. (903) 892-7204

Fax No. (903) 892-7394

February 10, 2022

Stephanie Phillips
3923 Park Avenue
Denison, Texas 75020



RE: Animal Control Advisory Committee

Dear Ms. Phillips:

Your term on the Animal Control Advisory Committee expired on March 17, 2022. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby
City Clerk

cc: Zach Flores, Police Chief

I do wish to be considered for reappointment to this board

I do not wish to be considered for reappointment to this board

Signature

3-9-2022

Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106



City Council Regular Meeting

H. 3.

Meeting Date: 03/21/2022

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Parks and Recreation Advisory Board (3)

Issue:

Michael Waite's term on the Parks and Recreation Advisory Board expired on November 17, 2021, Michael Kelly's term expired on December 19, 2021, and Michelle Casey's term expired on February 4, 2022. Mr. Waite has served three terms and is not eligible for reappointment. Mr. Kelly and Ms. Casey are eligible and do wish to be reappointed. We have an application from Nathaniel Lightfoot for service on the Board.

Background:

The Parks and Recreation Advisory Board advises the City Council on long-range planning and the implementation of programs and activities conducted by the Parks and Recreation Department.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

The staff recommends that Mr. Kelly and Ms. Casey be reappointed, and Mr. Lightfoot be appointed to the Parks and Recreation Board.

Alternatives:

The alternative is to delay appointments to the Board.

Attachments

Roster

Fact Sheet

Applicant List

Michael Kelly Reappointment Letter
Michelle Casey Reappointment Letter
Nathaniel Lightfoot Application

MEMBERSHIP ROSTER

PARKS & RECREATION BOARD

LENGTH OF TERMS: TWO YEARS

Ord. 4112 Consecutive Term Limit (3)*effective 7/24/89

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Ronald Rose	1	A 5/4/2021	5/4/2023	1	
Amanda Phillips	1	A 3/21/2017 R 3/21/2019 R 3/21/2021	3/21/2019 3/21/2021 3/21/2023	1 2 3	
Brantley Blackburn	n/a	A 5/8/2018 R 5/8/2020	5/8/2020 5/8/2022	1 2	
Shane Martin	4	A 5/8/2018 R 5/8/2020	5/8/2020 5/8/2022	1 2	
Michael Kelly	1	A 12/19/2017 R 12/19/2019	12/19/2019 12/19/2021	1 2	
Michael Waitt	1	A 11/17/2015 R 11/17/2017 R 11/17/2019	11/17/2017 11/17/2019 11/17/2021	1 2 3	
Michelle Casey	3	A 2/4/2020	2/4/2022	1	

NOTE:

Chair:

Vice Chair:

FACT SHEET

PARKS AND RECREATION BOARD

Established by ORDINANCE 3181 – MARCH 28, 1977

1. Number of Members: SEVEN (7)
2. Term of Appointment: TWO (2) YEARS
3. Consecutive Term Rule: THREE (3) TERMS – ORDINANCE 4112 (7/24/89)
4. Qualifications for Membership: INTEREST IN PROGRAMS AND ACTIVITIES CONDUCTED BY PARKS AND RECREATION DEPARTMENT. A STUDENT OF SHERMAN HIGH SCHOOL DESIGNATED BY STUDENT COUNCIL, AND THE DIRECTOR OF PARKS AND RECREATION SHALL BE EX-OFFICIO, NON-VOTING MEMBERS
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization

CHAIRPERSON E VICE CHAIRPERSON SECRETARY A

ELECTED APPOINTED
7. Departmental Responsibility: PARKS AND RECREATION DEPARTMENT
8. Meeting Date: FIRST WEDNESDAY OF EACH MONTH
9. Attendance Requirements: WILL FORFEIT SEAT BY MISSING 3 CONSECUTIVE MEETING WITHOUT GOOD CAUSE

=====

PURPOSE:

To assist in long-range planning and implementation of programs and activities conducted by the Parks and Recreation Department.

RESPONSIBILITIES:

Advise concerning future development; to study and make recommendations concerning additional park land or sites; and to recommend means for maximum utilization of facilities.

APPLICANT LIST

Parks and Recreation Advisory Board

Positions Vacant 3

Applicant	Address	District	Qualifications
Michael Kelly	1211 N. Woods	1	Current Member; Wishes to be Reappointed
Michelle Casey	1401 McCall	3	Current Member; Wishes to be Reappointed
Nathaniel Lightfoot	1042 S. Idlewild	3	

COMMENTS:



City Clerk's Office

PUBLIC RECORDS DEPARTMENT

Phone No. (903) 892-7204

Fax No. (903) 892-7394

February 10, 2022

Michael Kelly
1211 N. Woods
Sherman, Texas 75092



RE: Parks and Recreation Advisory Board

Dear Mr. Kelly:

Your term on the Parks and Recreation Advisory Board expired on December 19, 2021. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby
City Clerk

cc: Theresa Hutchinson, Parks and Recreation Manager

☒

I do wish to be considered for reappointment to this board

☐

I do not wish to be considered for reappointment to this board

Signature

3/3/22
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106



February 10, 2022

Michelle Casey
1401 McCall Street
Sherman, Texas 75090

RE: Parks and Recreation Advisory Board

Dear Ms. Casey:

Your term on the Parks and Recreation Advisory Board expired on February 4, 2022. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

cc: Theresa Hutchinson, Parks and Recreation Manager

☒

I do wish to be considered for reappointment to this board

☐

I do not wish to be considered for reappointment to this board

Signature

Date

2/15/2022

Please return to:

City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106



CITY OF SHERMAN APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name:

Nathaniel Lightfoot

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission:

Parks + Rec

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 1042 S Idlewild Dr., Sherman, TX 75090

Mailing Address: same

Telephone: (903) 486-5835 Fax: n/a

E-Mail: n8lightfoot@gmail.com

Sherman Resident for 5 years County: Groesbeck

Drivers License No.: 20582219

Voter Registration No.: 2142875704 ☒

Occupational Information

Business Name: _____

Occupation: _____

Address: _____

Telephone: _____ Fax: _____

E-Mail: _____

Which Council District do you live in? (see attached map) 3 ☒

Prior work experience: (please include dates)

Texoma Community Center 2016-current CPS 2009-2016

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? _____

Business College, Correspondence School, Adult Education, Other? B.A.S. (MSW this semester)

Name of College/University: UNT

☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Kan Ocerencia Community Bike Shop 2011-2014 KSB 2020-current

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

n/a

Taxes: None

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☒ Yes ☐ No

If so, which one? Keep Sherman Beautiful

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I really love & appreciate our parks & the programs provided & would enjoy helping to make decisions & improve our community.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Continued growth in the community. Advocating for park services expansion & improvements

2) Community Disconnect. Working on improving social media presence, park visibility, & eye-catching improvements.

3) Funding. Working on grant proposals & other funding opportunities

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

I've worked with Bike Denton, KSB, and other community organizations. I'm an Eagle Scout.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

N/A

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No

Comments: Theresa Hutchinson referred me to apply.

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: 

Date: 2/17/22

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 03/21/2022

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Issue:

Attachments

2022 Council Calendar

2022 Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February						
Su	Mo	Tu	We	Th	Fr	Sa
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19	20	21	22	23	24	25
26	27	28				

March						
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27	28	29	30	31		

April						
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May						
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29	30	31				

June						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
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26	27	28	29	30		

July						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
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31						

August						
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28	29	30	31			

September						
Su	Mo	Tu	We	Th	Fr	Sa
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25	26	27	28	29	30	

October						
Su	Mo	Tu	We	Th	Fr	Sa
						1
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23	24	25	26	27	28	29
30	31					

November						
Su	Mo	Tu	We	Th	Fr	Sa
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20	21	22	23	24	25	26
27	28	29	30			

December						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
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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