

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, DECEMBER 6, 2021
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER JOSH STEVENSON**
- A. 3. INVOCATION BY COUNCIL MEMBER JOSH STEVENSON**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 1, 2021, THE CALLED CITY COUNCIL MEETING OF NOVEMBER 10, 2021 AND REGULAR CITY COUNCIL MEETING OF NOVEMBER 15, 2021**

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

Public Hearing

- D. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6435**
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 Paint Booth in an M-1 (Light Manufacturing) District/O-1.2 (Sam Rayburn) Overlay District at 2005 South Sam Rayburn Freeway, being Lot 1, Block 43R of the Replat of Block 43R, Lot 1 South Side Addition (FRHP Lincolnshire, LLC, Owner; Camping World, Tenant; and Coree Corbin, Corbin Design Company, Representative); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed \$2,000.00

D. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6436

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow 235 Patio Homes in an R-1 (One-Family Residential) District in the 3100-3500 Blocks Dripping Springs Road, Being Lots 15-28, Block B, Lots 16-40, Block C, Lots 1-18, Block D, Lots 1-18, Block E, Lots 1-18, Block F, Lots 1-9, Block G, Lots 1-58, Block H, Lots 1-9, Block J and Lots 1-66, Block K of the proposed Replat of Sweetwater Springs, Phase 2, a Replat of Lot 15, Block B, Lot 16, Block C, Sweetwater Springs Subdivision, Block 7, Hilltop Estates, Lots 6-9, Block 1, Lots 2-5, Block 6, Midway Estates Addition, Lots 2-9, Block 1, Lots 2-9, Block 3, Lot 1, Block 2 and Lot 1, Block 4, Hilltop 2 Estates, Phase 1 (Barton Capital, LTD and James and Laura Frame, Owners; S2 Land Development, Developer; Strand, Civil Engineer; and Pierce-Murray Land Solutions, 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. 6437

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-1 (One-Family Residential) District, located in the 3100-3500 Blocks of Dripping Springs Road, Being 13.150 acres in the Eustacio Canton Survey, Abstract No. 221 and the John Hendrix Survey, Abstract No. 503, and being a part of Block 7 of a Replat of a Part of Block No. 5 and all of Block Numbers 6, 7, 8, 9, 10, 17, 18, 19, 20, 21, 26, 27, 28, 29, and 30 of Hilltop Estates including a Part of Blocks 1 and 3 and all of Blocks 2 and 4 of that Replatted Portion of Said Block 7 Known as Phase 1, Hilltop 2 Estates Addition also Including all of that Portion of said Block 7 known as Midway Estates Phase 2 and Including 2.81 Acres Lying within the Limits of the Dedicated Streets (Bryan Lane, Marion Lane, Harriet Drive and Carter Court) (Barton Capital, LTD and James and Laura Frame, Owners; S2 Land Development, Developer; Strand, Civil Engineer; and Pierce-Murray Land Solutions, Surveyor); Providing for a Penalty not to Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6438

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-2 (Multi-Family Residential) District, located at 2100 East Lamar Street, being 12.995 acres in the George B. Pilant Survey, Abstract No. 963 (Gary L. Matthews, Owner; Wyldewood Homes, Prospective Buyer; Tim Pike, Representative; and Preston Trail 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. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6439

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-1 (One-Family Residential) District, located in the 3800 Block of West Houston Street, **Tract 1** - being 7.475 acres in the Fielding Bacon Survey, Abstract No. 119 and **Tract 2** - being 3.513 acres in the Fielding Bacon Survey, Abstract No. 119 (F. George Nieberg, M.D., Owner; Vilbig & Associates, PLLC, Civil Engineer;/Representative; Kingdom Road Equities, LLC, Developer; 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. 6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6440

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-2 (Multi-Family Residential) District, located at 400 West U.S. Highway 82, being 22.109 acres in J.B. McAnair Survey, Abstract No. 763 (AJH Enterprises, LTD, Owner; Jon David Cross, Cross Engineering Consultants, Civil Engineer/Representative, Lee Engineering, Parking Study; and Underwood Drafting and Surveying, Surveyor); Providing for a Penalty not to Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Close Public Hearing and Consider Adoption of Ordinances

D. 7. ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6435, 6436, 6437, 6438, 6439 & 6440.

Resolutions

E. 1. RESOLUTION NO. 6812

Authorizing Execution of a Purchase and Sale Agreement with Barrett Keith Brown for the Purchase of Approximately 39.95 Acres of Land, Generally Located at the Southwest Corner of FM 691 and La Cima Road in the City of Sherman, Texas

E. 2. RESOLUTION NO. 6813

Authorizing Execution of an Agreement with Kara Massengale d/b/a Specs in the City under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program for Improvements to 100 N Travis Street

E. 3. RESOLUTION NO. 6814

Authorizing Execution of an Interlocal Agreement between the City of Sherman and Grayson College in order to establish guidelines for the Texoma Regional Police Academy and the Cadets that the Sherman Police Department sends to the academy.

E. 4. RESOLUTION NO. 6815

Authorizing Execution of Amendment No. 1 to the Professional Services Agreement with Parkhill, Smith & Cooper, Inc, DBA Parkhill for the Water System Emergency Backup Power Project

E. 5. RESOLUTION NO. 6816

Approving the Greater Texoma Utility Authority's Intention to Contract with North Texas Municipal Water District (NTMWD) for the Cost Share Agreement for Lake Texoma Pump Station 2019 Electrical Improvements Project No. 01-0530-19

E. 6. RESOLUTION NO. 6817

Accepting the Contract with Lynn Vessels Construction, LLC as Complete for the Construction of the Sherman Wastewater Treatment Plant Stormwater Management Project

E. 7. *RESOLUTION NO. 6818

Authorizing Execution of an Encroachment Agreement with Enterprise Texas Pipeline, LLC for the Installation of a Twenty-four (24) foot wide Access Drive, Parking, and a Twenty-four (24) inch Drainage Pipe within the 50' Pipeline Easement as filed in Volume 4518, Page 741, Official Public Records, Grayson County, Texas, for Entry Purposes to Lot 1 of the Proposed Sherman PD Facility on West Travis Addition in the City of Sherman

E. 8. *RESOLUTION NO. 6819

Authorizing the Purchase of a New Single Turner Valve Maintenance Trailer from E.H. Wachs for the Distribution Services Department through the Texas Local Government Purchasing Cooperative (BuyBoard)

E. 9. *RESOLUTION NO. 6820

Authorizing the Purchase of a New Compact Mini Excavator from Holt Cat for the Distribution Services Department through Sourcewell Purchasing Cooperative

- E. 10. ***RESOLUTION NO. 6821**
Authorizing the Purchase of a New International MV607 Dump Truck from Southwest International for the Distribution Services Department through the Texas Local Government Purchasing Cooperative (BuyBoard)
- E. 11. ***RESOLUTION NO. 6822**
Authorizing the Purchase of a new 2022 Ford F250 Crew Cab 4x4 from Silsbee Ford for the Distribution Services Department through TIPS
- E. 12. ***RESOLUTION NO. 6823**
Authorizing the Purchase of a New Rovver X Sewer Camera from EnviroSight for the Distribution Services Department through the Texas Local Government Purchasing Cooperative (BuyBoard)
- E. 13. ***RESOLUTION NO. 6824**
Authorizing the Purchase of a New Kubota Skid Steer from Zimmerer Kubota for the Distribution Services Department through the Texas Local Government Purchasing Cooperative (BuyBoard).
- E. 14. *** RESOLUTION NO. 6825**
Authorizing the Purchase of Two (2) 2022 Ford F150 Crew Cab Trucks for the Sherman Fire Department and the Emergency Management Department for Silsbee Ford Through the TIPS Purchasing Cooperative
- E. 15. ***RESOLUTION NO. 6826**
Authorizing Execution of an Interlocal Agreement with the City of Southlake for Potential Savings in Purchasing Various Goods and Services

Requests to Advertise

- F. 1. ***REQUEST TO ADVERTISE**
Annual Supply of Water Chemicals
- F. 2. *** REQUEST TO ADVERTISE**
Annual Services for Finish and Rough Mowing of Various City Properties

Other Business

- G. 1. **OTHER BUSINESS**
Replat approval of Sweetwater Springs, Phase 2, a Replat of Lot 15, Block B, Lot 16, Block C, Sweetwater Springs Subdivision, Block 7, Hilltop Estates, Lots 6-9, Block 1, Lots 2-5, Block 6, Midway Estates Addition, Lots 2-9, Block 1, Lots 2-9, Block 3, Lot 1, Block 2 and Lot 1, Block 4, Hilltop 2 Estates, Phase 1, being 44.044 acres in Eustacio Canton Survey, Abstract No. 221 and the John Hendrix Survey, Abstract No. 503 and being all of Lots 15, Block B and Lot 16, Block C, Sweetwater Springs Subdivision, and being a part of Block 7 of A Replat of A Part of Block No. 5 and all of Block Numbers 6, 7, 8, 9, 10, 17, 18, 19, 20, 21, 26, 27, 28, 29, and 30 of Hilltop Estates, including a part of Blocks 1 and 3 and all of Blocks 2 and 4 of that replatted portion of said Block 7 known as Phase 1, Hilltop 2 Estates Addition, also including all of that portion of said Block 7 known as Midway Estates Phase 2, and 5.21 acres lying within the limits of the dedicated streets (Hilltop Drive, Bryan Lane, Marion Lane, Harriet Drive and Carter Court); Barton Capital, LTD and James and Laura Frame, Owners; S2 Land Development, Developer; Strand, Civil Engineer; and Pierce-Murray Land Solutions, Surveyor (3100-3500 Blocks Dripping Springs Road)

G. 2. OTHER BUSINESS

Replat approval of L.R. Kane Addition, Lots 1 & 2, Block A, being a Replat of Lots 57 & 59, Block F, Maxey Addition, being Lots 57 and 59, Block F, Maxey Addition; The Durham Group, LLC and Katelyn Davis, LLC, Owners; and ELD Engineering, Inc., Civil Engineer/Surveyor (1808 North Lockhart Street)

G. 3. **OTHER BUSINESS

Replat approval of Lot 1 and part of Lot 3, Block 3, R.A. King Addition, being a Replat of Lot 1 and part of Lot 3, Block 3 of the R.A. King Addition, being 0.269 acres in the Samuel Blagg Survey, Abstract No. 56, also being all of Lot 1 and part of Lot 3, Block 3, Robert A. King's Addition; James Garza, Owner; George Odwesso, Developer; and Underwood Drafting & Surveying, Surveyor (702 South Montgomery Street)

G. 4. **OTHER BUSINESS

Replat approval of the North 70 ft. of Lot 3, Block 4, W.D. Fitch Addition, being 0.225 acres in the G.B. Pilant Survey, Abstract No. 963 and being the north 70' of Lot 3, Block 4, W.D. Fitch Addition; M&G Home Builders, Owner; and Helvey-Wagner Surveying, Inc, Surveyor (1207 South First Street)

G. 5. **OTHER BUSINESS

Replat approval of the South 31 ft. of Lot 3 and the North 39 ft. of Lot 5, Block 3, Robert A. King's Addition, being 0.241 acres in the Samuel Blagg Survey, Abstract No. 56, also being the South 31 ft. of Lot 3 and the North 39 ft. of Lot 5, Block 3, Robert A. King's Addition; Rivera & Cintron, LLC, Owners and Helvey-Wagner Surveying, Inc., Surveyor (708 South Montgomery Street)

G. 6. **OTHER BUSINESS

Final Plat approval of Laurel Creek Addition, Section Four, being 9.620 acres in the J.B. McAnair Survey, Abstract No. 763, Mitchell Enterprises, LTD, Owner; Vilbig & Associates, PLLC, Civil Engineer; and Helvey-Wagner Surveying, Inc., Surveyor (400 Block Laurel Creek Drive)

H. COUNCIL COMMENTS

Executive Session

EXECUTIVE SESSION

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

Tex. Gov't Code §
551.071

Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

- (a) Receive legal advice regarding proposed interlocal agreement for animal shelter services with Grayson County, Texas, and related issues
- (b) Receive legal advice regarding proposed amendment to the Bel Air Villiage development regulations

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. (a) Sherman Economic Development Corporation Board of Directors (3) (b) Sherman Economic Development Corporation Ex-Officio member (1)
Tex. Gov't Code § 551.076	Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.
Tex. Gov't Code § 551.087	Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect. (a) Project Charge (b) Project Edge
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

J. 1. OPEN MEETING

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

K. 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 December 3, 2021 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 3rd day of December, 2021.
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: 12/06/2021

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 1, 2021, THE CALLED CITY COUNCIL MEETING OF NOVEMBER 10, 2021 AND REGULAR CITY COUNCIL MEETING OF NOVEMBER 15, 2021

Attachments

November 1, 2021

Bel Air Village PID

Freese and Nichols Presentation

November 10, 2021 - Called Meeting to Canvass

Canvass Tally Sheet 1 - Prior to Recount

Canvass Tally Sheet 2 - Prior to Recount

Grayson County Election Reports 2021 - Prior to Recount

November 15, 2021

Canvass Tally Sheet 1 - After Recount

Canvass Tally Sheet 2 - After Recount

Recount Certification

Village Planned Development - Rezoning

Jamestown Square

Animal Control Presentation

November 1, 2021

MEMBERS PRESENT: MAYOR DAVID PLYLER; DEPUTY MAYOR DARON HOLLAND.
COUNCIL MEMBERS HOWETH, MELTON, STEVENSON, TEAMANN.

CALL TO ORDER

CALL TO ORDER

The Council reviewed the Minutes of the Regular City Council Meeting of October 18, 2021. Council Member Howeth moved to approve the Minutes, as presented; Second by Council Member Melton; All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

There were no citizen's comments.

CITIZEN'S COMMENTS

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.

CONSENT AGENDA

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

Mayor Plyler introduced Ordinance No. 6427 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE 2021-22 ANNUAL SERVICE AND ASSESSMENT PLAN UPDATE FOR THE BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT; PROVIDING A REPEALING CLAUSE AND SEVERABILITY CLAUSE.

**ORD 6427
BEL AIR VILLAGE
PUBLIC IMPROVEMENT
DISTRICT**

1

Josh Arendt, 600 E. John Carpenter Freeway, Suite 333, Irving, Texas 75062

Mr. Arendt appeared representing Muny Cap, and said this report was in compliance with Chapter 372 of the Texas Local Government Code, that authorizes an assessment in the Public Improvement District and requires a review and approval annually.

He said there were not many substantial changes in the report itself, but it would get Council familiar with what is included in future updates.

He said there are changes to the budget from the developer that will be updated as the costs are constructed. The Phase 1 Reimbursement Agreement is at \$7,168,000, and he said if there are additional cost overruns or savings, they would be covered by the developer and would not increase the assessment to the property owner.

As of August 31, 2021, the City has not issued any building permits for the property. It is anticipated that 327 building permits will be issued within Phase 1 of the project. He also discussed the conditions that would trigger the annual installment collections. The assessment would be larger on a 50 foot lot, compared to a 25 foot lot. The owners of the 50 foot lots will have a greater benefit from the public improvement, therefore they will be responsible for paying a greater proportion of the assessment.

Mr. Arendt said there were two changes to the assessment methodology, which he did not feel would change very often. For example, if the addition of a lot size was made, then that would require an amendment for the assessment on that new size. If there was a change in the number of lot sizes that was already included, that would not require a change in the methodology.

Currently there are no parcel subdivisions or consolidations, or no assessment prepayments. However, both of those would be reviewed in the Annual Service and Assessment Plan Update. He said generally, homeowners do not prepay the assessment, but they do have that option.

Mr. Arendt said, with the approval of this report, the Council would be recognizing the budget updates to the improvement cost budget, and establishing the budget for the upcoming year. This year, the budget is zero, because they have not had any building permits issued, to date.

No other citizens appeared before the City Council to discuss Ordinance No. 6427.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6427

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE 2021-22 ANNUAL SERVICE AND ASSESSMENT PLAN UPDATE FOR THE BEL AIR VILLAGE

ORD 6427
BEL AIR VILLAGE
PUBLIC IMPROVEMENT
DISTRICT

PUBLIC IMPROVEMENT DISTRICT; PROVIDING A REPEALING CLAUSE AND SEVERABILITY CLAUSE.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Ordinance No.

6427, as presented. Second by Council Member Teamann.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6798 – APPROVAL OF GUARANTEED MAX PRICING WITH BYRNE CONSTRUCTION SERVICES, AS CONSTRUCTION MANAGER-AT-RISK (CMAR), FOR THE CONSTRUCTION OF A NEW POLICE DEPARTMENT HEADQUARTERS FACILITY

RES 6798
NEW POLICE
HEADQUARTERS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVAL OF GUARANTEED MAX PRICING WITH BYRNE CONSTRUCTION SERVICES, AS CONSTRUCTION MANAGER-AT-RISK (CMAR), FOR THE CONSTRUCTION OF A NEW POLICE DEPARTMENT HEADQUARTERS FACILITY.

Zach Flores, Police Chief, introduced representatives from Byrne Construction Services, the City's Construction Manager-At-Risk for the new Police Headquarters.

Justin Burk, 551 E. Berry Street, Fort Worth, Texas 76110

Mr. Burk is a Senior Estimator for Byrne Construction. He said they received bid documents from Aaron Babcock, with Hidell & Associates Consultants, on August 20, 2021, and were working with Chief Flores on budgeting for the project. The bid documents were available for approximately a month, and they received close to 200 bidders.

They received pricing on September 23, 2021, which was a little higher than the guaranteed maximum pricing. They met with the low, qualified bidders, and they got the pricing down to \$15,497,320. He said they now have a good budget put together.

Jason Moore, 551 E. Berry Street, Fort Worth, Texas 76110

Mr. Moore is a Construction Manager with Byrne Construction, and has general oversight of the project from the pre-construction process through construction. After approval from the City tonight, they will immediately begin issuing sub-contracts to the low qualified bidders. Then it will take a couple of weeks to get everything set up and begin the earth work and utility work by the end of the year. Occupancy is scheduled for April 2023.

Council Member Melton said they are receiving change orders on many projects because they aren't able to get products that the estimate was based on. She asked what happened if this document was in place and then the price increases.

Mr. Moore said they do carry a contingency within the guaranteed maximum pricing to deal with those types of issues. The key is to get the sub-contracts out now, and get the materials delivered so

the price doesn't change. He said that's a big focus and goal of the team.

Council Member Teamann said the original estimate was pretty close to this number today. Chief Flores said they did originally estimate it would be around \$15 million, and they conveyed those expectations to Byrne Construction. He said they "worked on the front end" to get what the City wanted.

Mayor Plyler asked if they cut anything that was really needed by the City. Chief Flores said they didn't. They set the non-negotiables first on the front end.

Council Member Teamann said he was impressed that the price from last year didn't change much. Chief Flores said they did build some "safety nets" into the guaranteed price to prevent that. He added that if something did come up that was drastic enough for an amendment, they would come back to the Council.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Resolution No. 6798, as presented. Second by Council Member Melton.

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

VOTING NAY: None.

MOTION CARRIED.

Mayor Plyler said he did not vote, for the purpose of transparency.

RESOLUTION NO. 6799 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR PROFESSIONAL SERVICES FOR PHASE I LEAD AND COPPER RULE REVISION COMPLIANCE PROGRAM INITIAL SCREENING, COMPLIANCE BUDGETING, AND SCHEDULING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR ENGINEERING SERVICES FOR PHASE I LEAD AND COPPER RULE REVISION COMPLIANCE PROGRAM INITIAL SCREENING, COMPLIANCE BUDGETING AND SCHEDULING.

**RES 6799
LEAD & COPPER
RULE REVISION
COMPLIANCE
PROGRAM**

Tom Pruitt, Utility Engineer, said, with approval of this item, the City will enter into a contract with Freese and Nichols Engineers to initiate Phase 1 of an official screening, to meet the EPA mandated lead and copper standards.

James Naylor, 101 S. Locust Street, Suite 202, Denton, Texas 76201

Mr. Naylor is an Engineer with Freese and Nichols, and he reiterated that this compliance program is not in regards to anything the City has been doing or not doing, under the current lead and copper rule.

He said, all retail water providers will be required to meet these new requirements. It would not affect wholesale sales to other water entities, but the City does have other retail customers, so it will affect them.

The City will be required to prepare a lead service line inventory, to identify lead lines; they will have to update the sampling plan; and enhance public communication about the situation. The City will also need to be prepared to find and fix individual exceedances.

The City may have to develop a lead service line replacement plan, optimize corrosion control, or increase the lead service line replacement rate.

The plan sets a framework to guide City staff to prepare ahead of the three-year deadline and to determine how quickly they would need to react. He said it's really good the City is taking steps now to prepare for the changes.

Mr. Naylor also outlined the previous rule to the revised rule, as it applies to several areas, including sampling site selection and sampling frequency. He also addressed the public communication examples that will be used for the program.

The recommended steps for Phase 1 include a risk assessment to collect data on lead and copper, age of the facilities, and water quality issues; a resource assessment identifying gaps and determining how to close the big gaps; scheduling for State compliance; budgeting to determine how the City would move forward and future funding; and stakeholder communication to make sure everyone knows where the City is at.

He also discussed the timeline for all five phases in order to meet the State compliance deadline.

Council Member Melton verified that the fee is only for Phase 1 of the project. She asked about the cost of the five phases. Mr. Pruitt said the cost will be variable, and they won't know until the phase is completed. Currently the City has not had any lead occurrences outside the 90%. He said absence of the data, doesn't mean it won't happen, but if it does happen, it triggers other things.

Mr. Philpott said each phase will come back to Council for consideration. At that point, they will have a better idea of the cost of the next phase.

Council Member Howeth wanted to make sure the public understood why the City is doing this, and that it is precautionary. There have been no problems with the City's water.

Mr. Philpott said the City already tests for chemicals, including lead and copper, and are in compliance. The rules have just gotten tighter.

Mr. Naylor said the City is doing very well. This is not a staff issue, not a City management issue, it's a national requirement.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Resolution No. 6799, as presented. Second by Deputy Mayor Holland.

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

RESOLUTION NO. 6800 – ABANDONING A PORTION OF ONE (1) TWENTY-FIVE FOOT (25') SANITARY SEWER EASEMENT LOCATED ACROSS LOT ONE (1) OF LANDMARK ADDITION TO GRAYSON COUNTY, TEXAS, AS PER PLAT OF RECORD IN VOLUME 17, PAGE 32, PLAT RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY SHOWN ON THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES

RES 6800
SANITARY SEWER
EASEMENT
(LANDMARK
ADDITION)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING A PORTION OF ONE (1) TWENTY-FIVE FOOT (25') SANITARY SEWER EASEMENT LOCATED ACROSS LOT ONE (1) OF LANDMARK ADDITION TO GRAYSON COUNTY, TEXAS, AS PER PLAT OF RECORD IN VOLUME 17, PAGE 32, 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.

Council Member Teamann asked if the City already had the easement for the expansion of Hwy 1417. The staff said they do have that easement.

OTHER BUSINESS

APPROVE QUARTERLY INVESTMENT REPORT FOR QUARTER ENDED SEPTEMBER 30, 2021

QUARTERLY
INVESTMENT
REPORT

The City Council approved the Quarterly Investment Report for the quarter ended September 30, 2021.

As of September 30, 2021, the portfolios were in compliance with applicable State laws and the Investment Policy. The operating investment portfolio had a book value of about \$20.8 million, an increase of about \$1.9 million, from prior quarter of \$18.8 million, due to deposits of \$3.1 million in the Local Government Investment Pool.

About \$1.2 million in Texas political subdivision securities matured. The underlying investments were adequately diversified among six different types of securities. This portfolio is appropriately liquid, and its weighted-average maturity was about 375 days, down from 468 days from last quarter. The portfolio yield of 0.34% is 25 basis points above the benchmark yield of 0.09%. Market value approximates book value.

The debt proceeds portfolio balance of \$38.9 million was invested in Local Government Investment Pools, an FDIC insured investment account and U.S. Agency securities. Transactions in this portfolio consist of payments for capital projects and the receipt of interest income. The yield of 0.08% was above the benchmark yield of 0.07%. Market value approximates book value.

CONSENT AGENDA.

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS
AND COMMISSIONS

AIRPORT ADVISORY BOARD (4)

ACTION TAKEN.

Motion by Council Member Melton to reappoint Bob Nunn, Ross Richardson, and Mary Lawrence, to the Airport Advisory Board for a term from October 8, 2021 to October 8, 2023, and to appoint Nathan Wieck for a term from November 2, 2021 to November 2, 2023. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

AIRPORT ADVISORY
BOARD

COUNCIL COMMENTS

KELLY SQUARE FIRE

Council Member Melton asked everyone to continue to pray for the downtown businesses that were affected by the recent fire at Kelly Square. She urged all businesses and the community to work together.

KELLY SQUARE
FIRE

LEAD AND COPPER COMPLIANCE

Council Member Melton reiterated that the City hasn't done anything wrong with the lead and copper compliance issues. They are doing the best they can to stay ahead of what might happen in the future and take care of the citizens.

LEAD & COPPER
COMPLIANCE

FRIGHT FEST

Council Member Melton said she had a wonderful time at the recent Fright Fest, and estimated that there was at least 2,000 people attending.

FRIGHT FEST

HALLOWEEN EVENTS

Council Member Howeth said the merchants on Travis Street did a wonderful job last Thursday night, in blustery conditions, with Trick or Treat on Travis Street. Then Fright Fest was on Friday night and she said they gave out candy, non-stop, for over two hours.

HALLOWEEN EVENTS

WATER UTILITIES

Deputy Mayor Holland thanked the Water Utilities Department for the extra work they put into their job.

WATER UTILITIES

KELLY SQUARE FIRE

Council Member Teamann asked citizens to keep the downtown business owners that were affected by the fire, in their prayers.

KELLY SQUARE
FIRE

FRIGHT FEST

Council Member Teamann said this was probably the best year of Fright Fest so far. He said with the lighting, and the way it was structured, it was great. He said his daughter really enjoyed the fire trucks.

FRIGHT FEST

CITY REGULATIONS

Council Member Teamann said he appreciated all the City departments that were on the lookout for these regulations that would affect the City. He said they appreciate the employees looking into the future and helping to make these decisions.

CITY REGULATIONS

ANNOUNCEMENTS

Mayor Plyler announced the following:

- Thanked the firefighters for the work they did to save Kelly Square last night. He said it was one of Sherman's most important historical buildings, and wouldn't be standing today if not for their quick and decisive actions.
- Tomorrow, November 2, 2021, is Election Day. In-person voting will be offered in the Municipal Ballroom, as well as several other locations throughout Grayson County.
- The Sherman Veterans Day Parade will be held on November 6, 2021, at 10:00 a.m., along Travis Street, through downtown Sherman.

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

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

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TEX. GOV'T CODE § 551.076 --

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) Heritage Ranch Master Development Agreement
- (b) Sherman Hospital Project
- (c) Economic Development Project

TEX. GOV'T CODE § 551.089 --
DELIBERATING SECURITY ASSESSMENTS OR DEPLOYMENTS
RELATING TO INFORMATION RESOURCES TECHNOLOGY,
NETWORK SECURITY INFORMATION, OR THE DEPLOYMENT OR
SPECIFIC OCCASIONS FOR IMPLEMENTATION OF SECURITY
PERSONNEL, CRITICAL INFRASTRUCTURE OR SECURITY
DEVICES

On Motion duly made and carried, the Open Meeting recessed and
reconvened in Executive Session at 5:39 p.m.

On Motion duly made and carried, the Executive Session recessed
at 6:19 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at
6:20 p.m.

ADJOURNMENT

MAYOR

CITY CLERK

BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT

2021-22 ANNUAL
SERVICE AND
ASSESSMENT PLAN
UPDATE

PURPOSE OF ANNUAL SERVICE & ASSESSMENT PLAN UPDATE

- Review of Authorized Improvement costs budget
- Updates to status of development and home construction
- Establish annual budget for PID
- Review Annual Installments per Lot Type
- Review changes to Assessment methodology
- Review Parcel subdivisions
- Review prepayment of Assessments

AUTHORIZED IMPROVEMENTS BUDGET

Sources of Funds	Initial Estimated Budget	Budget Changes	Revised Budget ¹	Spent to Date	Remaining Balance to be Funded
Assessments - Phase #1 Reimbursement Agreement	\$7,168,000	\$0	\$7,168,000	\$1,412,055	\$5,755,945
Other funding sources					
Developer Contribution	\$1,892,054	\$0	\$1,892,054	\$372,724	\$1,519,330
Total Sources	\$9,060,054	\$0	\$9,060,054	\$1,784,779	\$7,275,275

Uses of Funds					
<i>Major Improvements</i>					
Roadway Improvements	\$41,570	\$100,726	\$142,296	\$128,066	\$14,230
Water Improvements	\$16,016	\$4,050	\$20,066	\$0	\$20,066
Sanitary Sewer Improvements	\$158,699	\$60,317	\$219,016	\$0	\$219,016
Storm Drainage Improvements	\$345,798	(\$165,798)	\$180,000	\$0	\$180,000
Landscaping and Hardscaping	\$452,500	\$705	\$453,205	\$0	\$453,205
Other Soft and Miscellaneous Costs	\$471,868	\$0	\$471,868	\$243,484	\$228,384
<i>Subtotal: Major Improvements</i>	<i>\$1,486,451</i>	<i>\$0</i>	<i>\$1,486,451</i>	<i>\$371,550</i>	<i>\$1,114,901</i>
<i>Phase #1 Improvements</i>					
Roadway Improvements	\$2,126,609	\$774,461	\$2,901,070	\$301,565	\$2,599,505
Water Improvements	\$713,377	\$48,430	\$761,807	\$0	\$761,807
Sanitary Sewer Improvements	\$863,168	\$109,750	\$972,918	\$326,139	\$646,779
Storm Drainage Improvements	\$2,076,534	(\$417,852)	\$1,658,682	\$0	\$1,658,682
Landscaping and Hardscaping	\$188,947	\$0	\$188,947	\$0	\$188,947
Other Soft and Miscellaneous Costs	\$1,604,968	(\$514,789)	\$1,090,179	\$785,525	\$304,654
<i>Subtotal: Phase #1 Improvements</i>	<i>\$7,573,603</i>	<i>\$0</i>	<i>\$7,573,603</i>	<i>\$1,413,229</i>	<i>\$6,160,374</i>
Total Uses	\$9,060,054	\$0	\$9,060,054	\$1,784,779	\$7,275,275

STATUS OF DEVELOPMENT & HOME CONSTRUCTION

- As of August 31, 2021, the City had issued zero building permits out of the anticipated 327 total building permits anticipated to be issued within Phase #1 of the PID.

PHASE #1 ANNUAL BUDGET

2021-22 Budget	
Principal	\$0
Interest	\$0
Administrative Expenses	\$0
<i>Subtotal - Expenses</i>	<i>\$0</i>
Available Administrative funds	\$0
<i>Subtotal - Available Funds</i>	<i>\$0</i>
Total Annual Installments	\$0

Conditions to trigger Annual Installment Collection

1. First October following issuance of first building permit for each Lot
2. First October following issuance of Bonds for Phase #1
3. First October following second anniversary of levy of Assessments (October 2023)

2021-22 ANNUAL INSTALLMENT PER LOT TYPE

	2021-22 Budget
50 FT Lots	\$0
40 FT Lots	\$0
25 FT Lots	\$0

Conditions to trigger Annual Installment Collection

1. First October following issuance of first building permit for each Lot
2. First October following issuance of Bonds for Phase #1
3. First October following second anniversary of levy of Assessments (October 2023)

- As of the date of this report, there has been no change to the Assessment methodology.

PARCEL SUBDIVISIONS

- As of the date of this report, there have been no Parcel subdivisions or consolidations.

ASSESSMENT PREPAYMENTS

- As of the date of this report, there have been no Assessment prepayments.

APPROVAL OF REPORT

- **Approval includes**

- Recognizing updates to the Authorized Improvement budget
- Establishes the annual budget for 2021-22
- Establishes the Annual Installment amount due from each Parcel within the PID
- Updates the Assessment Roll to reflect updates to Parcels
 - Changes due to a final plat filed
 - Changes due to Assessment prepayments

Revised Lead and Copper Rule



Key Points

1. All (retail) municipalities will be affected by rule
2. Municipalities must:
 - Prepare a Lead Service Line (LSL) Inventory
 - Update Sampling Plan
 - Enhance Public Communication
 - Be prepared to “Find-and-Fix” individual exceedances
3. Municipalities may have to:
 - Develop a LSL Replacement Plan
 - Optimize corrosion control
 - Increase LSL replacement rate
4. It is **good** Sherman is taking steps to prepare ahead of 3-year deadline

Summary of Major Changes

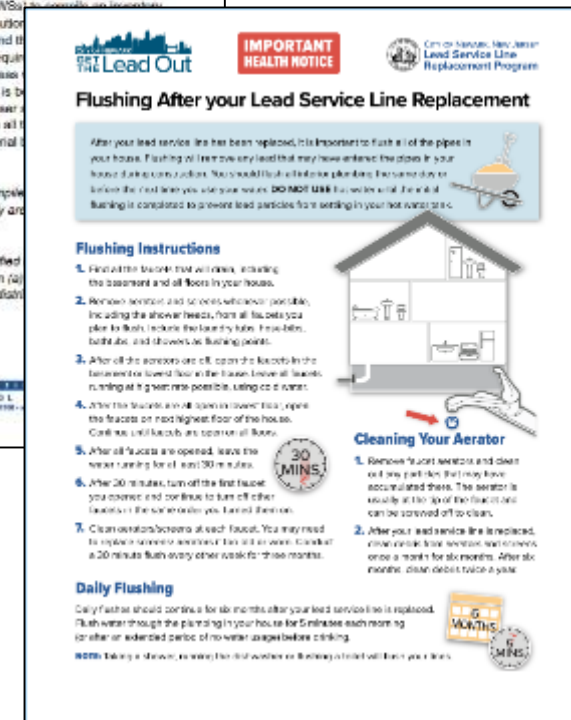
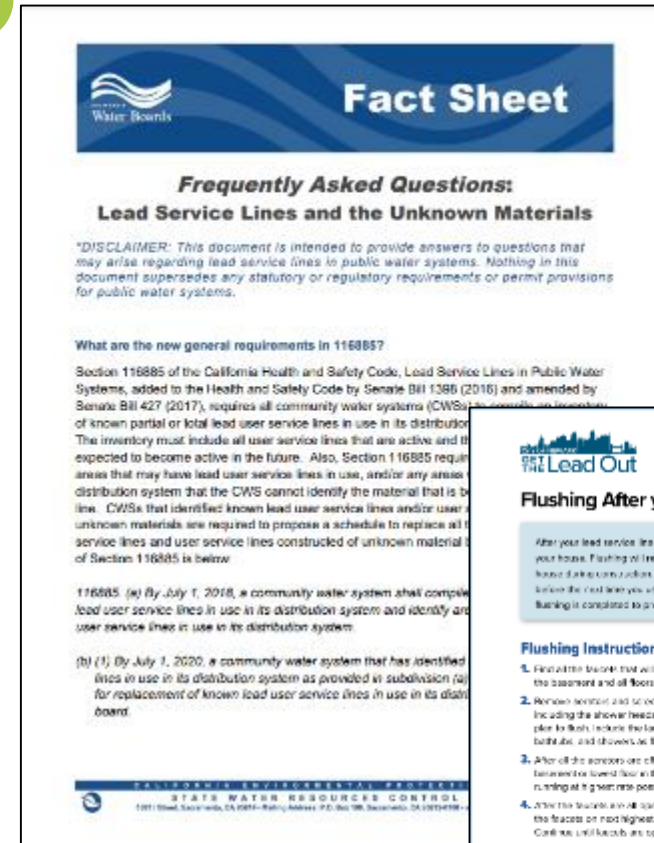


Comparison of Previous Rule to Revised Rule

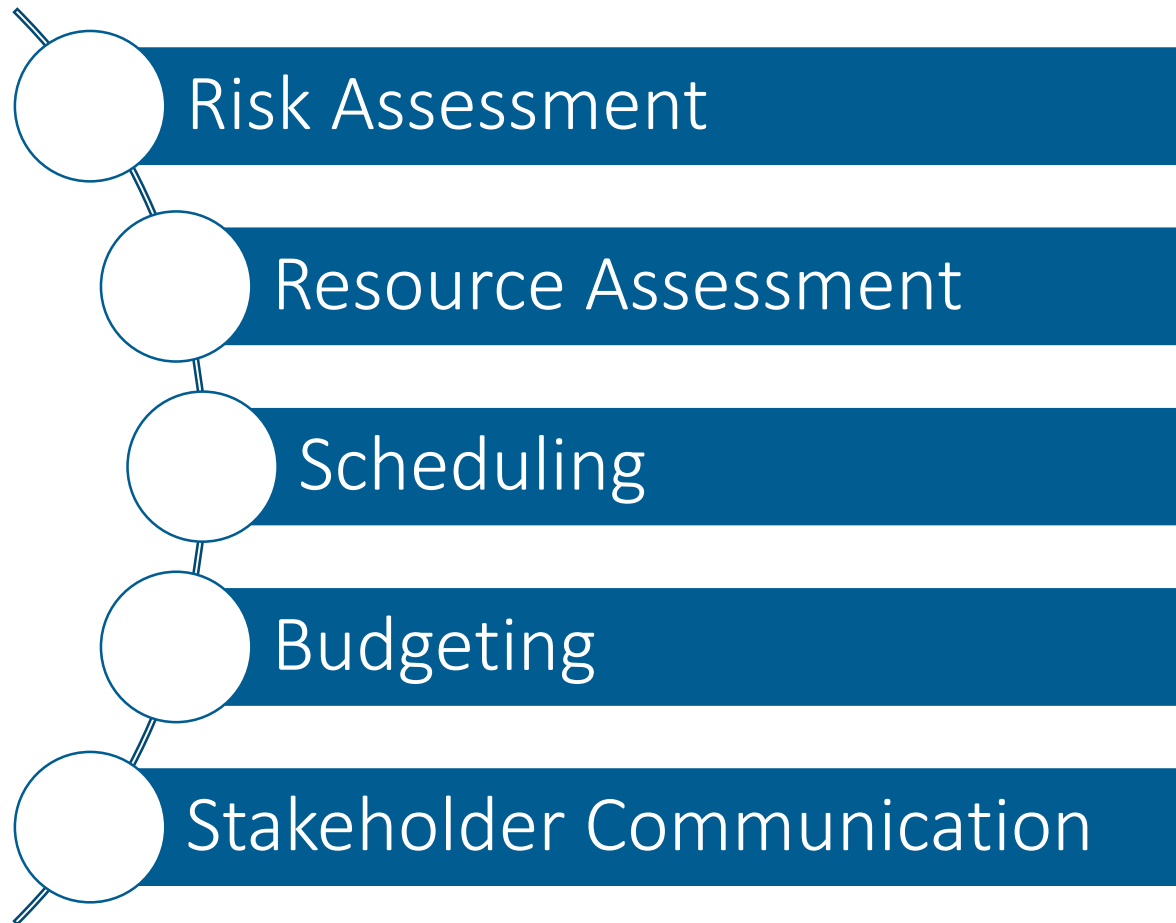
	Previous Rule	Revised Rule
Trigger Level	None	10 µg/l (90 th percentile)
Action Level	15 µg/l (90 th percentile)	15 µg/l (90 th percentile)
Sample site selection	Prioritize copper pipes with lead solder	• Prioritize lead service lines (LSLs) • Improved tap sample site selection tiering criteria.
Sampling Frequency	Semi-annually (if above action level) Reduced monitoring (annual, or triennial)	• Semi-annually (if P90>15 ug/L) • Annually (if P90> 10 to 15 ug/L) • Reduced monitoring same as existing

Public Communication Examples

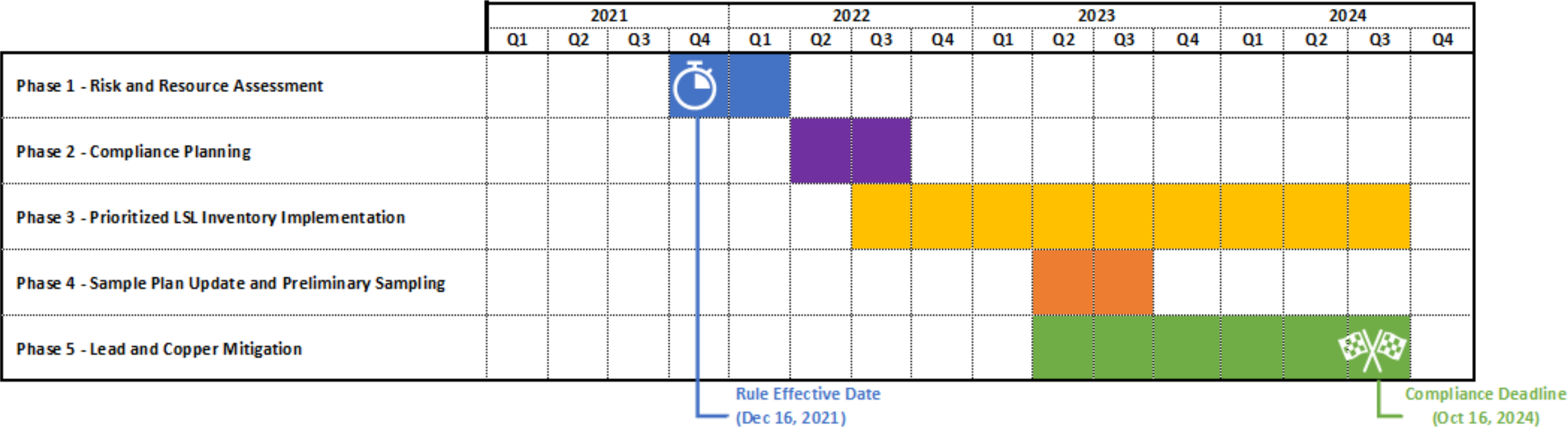
- Publicly Available LSL Inventory
- Annual notification to homeowners with lead or potentially lead SL's
- System-wide notification of a P90 Action Level exceedance within 24-hours
- Public education material to schools, childcare facilities, mid-wives, and OBGYN's
- Communication with state and local health agencies



Phase 1 - Recommended Initial Steps



FNI Strategy for Compliance Success



November 10, 2021

MEMBERS PRESENT: MAYOR DAVID PLYLER; DEPUTY MAYOR DARON HOLLAND.
COUNCIL MEMBERS HOWETH, MELTON, STEELE, STEVENSON, TEAMANN.

CALL TO ORDER

CALL TO ORDER

CANVASS OF ELECTION RETURNS

Mayor Plyler canvassed the Election returns of the November 2, 2021 Regular Municipal Election by reading the number of early votes, Election Day votes, and total votes received for the Mayor and Council Member, At-Large, Place 2 position.

The detail of the Election returns are maintained in the permanent record file entitled "Elections" in the Office of the City Clerk. The canvass statistics are attached and made a part of these Minutes. (Exhibit A)

Mayor Plyler asked for a motion accepting Resolution 6802, declaring the official results of the November 2, 2021 Regular Municipal Election, for the Mayor and Council Member, At-Large, Place 2 positions.

RES 6802
ELECTION RETURNS

1

COUNCIL MINUTES – NOVEMBER 10, 2021

Council Member Steele verified that absentee votes were included in the Early Voting totals.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Resolution No. 6802, as presented. Second by Deputy Mayor Holland.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

OATH OF OFFICE

OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION

Linda Ashby, City Clerk, administered the Oath of Office to the following Council-elect positions.

Mayor
Council Member,
At-Large, Place 2

David Plyler
Juston Dobbs

A Certificate of Election was presented to each of the newly sworn-in Council Members. The new members were seated at the Council table.

NEW COUNCIL SEATED

MEMBERS PRESENT: Mayor David Plyler.

Council Members Dobbs, Holland, Howeth,
Steele, Stevenson, Teamann.

MEMBERS ABSENT: None.

CITIZEN'S COMMENTS

There were no citizen's comments.

COUNCIL COMMENTS

SERVICE ON CITY COUNCIL

Council Member Steele said next meeting will officially be his last, and he "never wanted to be the old guy that stuck around."

He said he has served with 11 different Councils, 18 different Council Members, two different Mayors, three City Managers, four City Attorneys, and four street sweepers.

He said when he first started on the Council, the City had an approximate \$60 million budget and now it's a \$100 million budget; has issued over \$100 million in bonds; and been involved in major projects, such as Pecan Grove East and West, the Water Treatment Plant, Panda Power, Finisar, three fire stations, plans for a new police station, Shulman's Bar and Grill, and the Bel Air Planned Development.

Council Member Steele said when you serve with 11 different Councils and 18 different Council Members, you can find yourself in some lively discussions. There have been lively discussions on Bel Air Village, the new Hospital, Texas Instruments, and "his

OATH OF OFFICE

CITIZEN'S COMMENTS

**SERVICE ON
CITY COUNCIL**

favorite” bulk trash. He said he’s enjoyed every minute of it, and recognized Mr. Hefton and the staff. He added that he has appreciated his time on the Council.

THANKS TO COUNCIL MEMBER WILLIE STEELE

Council Member Teamann thanked Council Member Steele for his service on the City Council and said he appreciated everything he has done.

THANKS TO
COUNCIL MEMBER
WILLIE STEELE

THANKS TO COUNCIL MEMBER WILLIE STEELE

Mayor Plyler said Council Member Steele is originally the one that talked him into serving on the Planning and Zoning Commission and also about getting involved on the City Council.

THANKS TO
COUNCIL MEMBER
WILLIE STEELE

He said Council Member Steele is responsible for him being here, and said he probably would not have thought about public service for himself had it not been for him. He said he appreciated him, his family, and his friendship.

He said he appreciated everything Council Member Steele has done and said they have accomplished some amazing things for the community.

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

EXECUTIVE SESSION

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The Executive Session was not needed.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 12:08 p.m.

ADJOURNMENT

MAYOR

CITY CLERK

CITY OF SHERMAN, TEXAS

Regular Municipal Election November 2, 2021 Registered Voters 23,876 City Ballots Cast 3,534 Percentage Voted 14.8 %

PRECINCTS	101*	102	103 *	104 *	106 *	108 *	301	302	303 *	304	305 *	405	408 *	409	TOTAL
Early Ballots Cast	258	110	0	0	1	0	161	511	59	345	0	25	7	580	2,057
Reg. Ballots Cast	197	94	0	0	0	0	125	396	53	218	0	22	4	368	1,477
Total Ballots Cast	455	204	0	0	1	0	286	907	112	563	0	47	11	948	3,534
Registered Voters	4,088	2,402	0	3	12	0	2,396	6,397	546	2,970	0	611	71	4,380	23,876
% of registered voters casting ballots by precinct	11.13%	8.49%	0%	0%	8.33%	0%	11.94%	14.18%	20.51%	18.96%	0%	7.69%	15.49%	21.64%	14.8%

*Split Precincts – Some voters in these precincts are inside the Sherman City Limits and some are outside the Sherman City Limits;
Only voters inside the Sherman City Limits are allowed to vote the Sherman Ballot

Voter Statistics

RACES	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Mayor			
Sandra Melton	687	587	1,274
David Plyler	1,344	868	2,212
Council Member, At-Large, Place 1			
Henry Marroquin	966 *	721 *	1,687 *
Kevin Couch	1,003 *	679 *	1,682 *
Council Member, At-Large, Place 2			
André Luper	741	592	1,333
Juston Dobbs	1,197	787	1,984

* Results of the At-Large, Place 1 position are subject to a Recount Petition

CITY OF SHERMAN, TEXAS

Regular Municipal Election November 2, 2021 Registered Voters 23,876 City Ballots Cast 3,534 Percentage Voted 14.8 %

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Voter Statistics by Precincts

PRECINCTS	101 *	102	103 *	104 *	106 *	108 *	301	302	303 *	304	305 *	405	408 *	409	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Mayor																	
Sandra Melton	210	111	0	0	1	0	102	311	30	174	0	14	6	315	687	587	1,274
David Plyler	238	89	0	0	0	0	180	581	81	384	0	33	5	621	1,344	868	2,212
Council Member, At-Large, Place 181																	
Henry Marroquin	254	109	0	0	0	0	116	394	43	291	0	17	6	457	966 *	721 *	1,687 *
Kevin Couch	174	78	0	0	1	0	151	472	67	252	0	29	4	454	1,003 *	679 *	1,682 *
Council Member, At-Large, Place 2																	
André Luper	247	137	0	0	1	0	103	332	24	179	0	9	5	296	741	592	1,333
Juston Dobbs	173	53	0	0	0	0	156	517	81	358	0	36	4	606	1,197	787	1,984

* Results of the At-Large, Place 1 position are subject to a Recount Petition



GRAYSON COUNTY ELECTION ADMINISTRATION

I, Tamara Hayes, Grayson County Elections Administrator, do hereby certify the totals attached to be a true and correct count of ballots cast in the November 2, 2021 City of Sherman Election held in the County of Grayson, State of Texas.

Witness my hand and seal this 9th day of November, 2021

A handwritten signature in black ink, appearing to read "Tamara Hayes".

Tamara Hayes
Grayson County Elections Administrator



*Results on Sherman City Council Member, At Large, Place 1 not final until manual recount is completed on November 10, 2021.

Summary Results Report
2021 Joint Election
November 2, 2021

UNOFFICIAL RESULTS

Grayson County

STATISTICS				
	TOTAL	Absentee	Early Voting	Election Day
Election Day Precincts Reporting	12 of 12	0	0	12
Absentee/ Early Precincts Reporting	12 of 12	12	12	0
Registered Voters - Total	23,876			
Ballots Cast - Total	3,534	349	1,708	1,477
Voter Turnout - Total	14.80%			

Summary Results Report
2021 Joint Election
November 2, 2021

UNOFFICIAL RESULTS

Grayson County

Mayor Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Sandra Melton	1,274	93	594	587
David Plyler	2,212	251	1,093	868
Total Votes Cast	3,486	344	1,687	1,455

Council Member, Place 1 Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Henry Marroquin	1,687	123	843	721
Kevin Couch	1,682	192	811	679
Total Votes Cast	3,369	315	1,654	1,400

Council Member, Place 2 Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Andre Luper	1,333	124	617	592
Juston Dobbs	1,984	188	1,009	787
Total Votes Cast	3,317	312	1,626	1,379

	STATISTICS		
	Registered Voters - Total	Ballots Cast - Total	Voter Turnout - Total
Precinct 101 BS 1	4,088	455	11.13%
Precinct 102	2,402	204	8.49%
Precinct 104 BS 1	3	0	0%
Precinct 106 BS 1	12	1	8.33%
Precinct 301	2,396	286	11.94%
Precinct 302	6,397	907	14.18%
Precinct 303 BS 1	546	112	20.51%
Precinct 304	2,970	563	18.96%
Precinct 305 BS 1	0	0	0%
Precinct 405	611	47	7.69%
Precinct 408 BS 1	71	11	15.49%
Precinct 409 BS 1	4,380	948	21.64%
Totals	23,876	3,534	

	Mayor Sherman			Council Member, Place 1 Sherman			Council Member, Place 2 Sherman		
	VOTE FOR 1			VOTE FOR 1			VOTE FOR 1		
	12 of 12 Precincts Reporting			12 of 12 Precincts Reporting			12 of 12 Precincts Reporting		
	Sandra Melton	David Plyler	Total Votes Cast	Henry Marroquin	Kevin Couch	Total Votes Cast	Andre Luper	Juston Dobbs	Total Votes Cast
Precinct 101 BS 1	210	238	448	254	174	428	247	173	420
Precinct 102	111	89	200	109	78	187	137	53	190
Precinct 104 BS 1	0	0	0	0	0	0	0	0	0
Precinct 106 BS 1	1	0	1	0	1	1	1	0	1
Precinct 301	102	180	282	116	151	267	103	156	259
Precinct 302	311	581	892	394	472	866	332	517	849
Precinct 303 BS 1	30	81	111	43	67	110	24	81	105
Precinct 304	174	384	558	291	252	543	179	358	537
Precinct 305 BS 1	0	0	0	0	0	0	0	0	0
Precinct 405	14	33	47	17	29	46	9	36	45
Precinct 408 BS 1	6	5	11	6	4	10	5	4	9
Precinct 409 BS 1	315	621	936	457	454	911	296	606	902
Totals	1,274	2,212	3,486	1,687	1,682	3,369	1,333	1,984	3,317

Summary Results Report
2021 Joint Election
November 2, 2021

UNOFFICIAL RESULTS

Grayson County

Precinct 101

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	4,092			
Ballots Cast - Total	455	44	214	197
Voter Turnout - Total	11.12%			

Mayor Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Sandra Melton	210	14	92	104
David Plyler	238	29	119	90
Total Votes Cast	448	43	211	194
Contest Totals	455	44	214	197

Council Member, Place 1 Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Henry Marroquin	254	22	122	110
Kevin Couch	174	19	86	69
Total Votes Cast	428	41	208	179
Contest Totals	455	44	214	197

Council Member, Place 2 Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Andre Luper	247	22	122	103
Juston Dobbs	173	20	78	75
Total Votes Cast	420	42	200	178
Contest Totals	455	44	214	197

Summary Results Report
2021 Joint Election
November 2, 2021

UNOFFICIAL RESULTS

Grayson County

Precinct 102

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	2,402			
Ballots Cast - Total	204	22	88	94
Voter Turnout - Total	8.49%			

Mayor Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Sandra Melton	111	9	50	52
David Plyler	89	13	38	38
Total Votes Cast	200	22	88	90
Contest Totals	204	22	88	94

Council Member, Place 1 Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Henry Marroquin	109	8	42	59
Kevin Couch	78	9	40	29
Total Votes Cast	187	17	82	88
Contest Totals	204	22	88	94

Council Member, Place 2 Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Andre Luper	137	13	58	66
Juston Dobbs	53	4	28	21
Total Votes Cast	190	17	86	87
Contest Totals	204	22	88	94

Summary Results Report
2021 Joint Election
November 2, 2021

UNOFFICIAL RESULTS

Grayson County

Precinct 104

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	1,002			
Ballots Cast - Total	94	3	25	66
Voter Turnout - Total	9.38%			

Mayor Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Sandra Melton	0	0	0	0
David Plyler	0	0	0	0
Total Votes Cast	0	0	0	0
Contest Totals	0	0	0	0

Council Member, Place 1 Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Henry Marroquin	0	0	0	0
Kevin Couch	0	0	0	0
Total Votes Cast	0	0	0	0
Contest Totals	0	0	0	0

Council Member, Place 2 Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Andre Luper	0	0	0	0
Juston Dobbs	0	0	0	0
Total Votes Cast	0	0	0	0
Contest Totals	0	0	0	0

Summary Results Report
2021 Joint Election
November 2, 2021

UNOFFICIAL RESULTS

Grayson County

Precinct 106

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	2,967			
Ballots Cast - Total	201	2	50	149
Voter Turnout - Total	6.77%			

Mayor Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Sandra Melton	1	0	1	0
David Plyler	0	0	0	0
Total Votes Cast	1	0	1	0
Contest Totals	1	0	1	0

Council Member, Place 1 Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Henry Marroquin	0	0	0	0
Kevin Couch	1	0	1	0
Total Votes Cast	1	0	1	0
Contest Totals	1	0	1	0

Council Member, Place 2 Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Andre Luper	1	0	1	0
Juston Dobbs	0	0	0	0
Total Votes Cast	1	0	1	0
Contest Totals	1	0	1	0

Summary Results Report
2021 Joint Election
November 2, 2021

UNOFFICIAL RESULTS

Grayson County

Precinct 301

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	2,396			
Ballots Cast - Total	286	37	124	125
Voter Turnout - Total	11.94%			

Mayor Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Sandra Melton	102	14	41	47
David Plyler	180	22	81	77
Total Votes Cast	282	36	122	124
Contest Totals	286	37	124	125

Council Member, Place 1 Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Henry Marroquin	116	14	50	52
Kevin Couch	151	14	71	66
Total Votes Cast	267	28	121	118
Contest Totals	286	37	124	125

Council Member, Place 2 Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Andre Luper	103	16	43	44
Juston Dobbs	156	12	70	74
Total Votes Cast	259	28	113	118
Contest Totals	286	37	124	125

Summary Results Report
2021 Joint Election
November 2, 2021

UNOFFICIAL RESULTS

Grayson County

Precinct 302

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	6,397			
Ballots Cast - Total	907	86	425	396
Voter Turnout - Total	14.18%			

Mayor Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Sandra Melton	311	17	133	161
David Plyler	581	67	285	229
Total Votes Cast	892	84	418	390
Contest Totals	907	86	425	396

Council Member, Place 1 Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Henry Marroquin	394	26	198	170
Kevin Couch	472	51	216	205
Total Votes Cast	866	77	414	375
Contest Totals	907	86	425	396

Council Member, Place 2 Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Andre Luper	332	29	142	161
Juston Dobbs	517	45	262	210
Total Votes Cast	849	74	404	371
Contest Totals	907	86	425	396

Summary Results Report
2021 Joint Election
November 2, 2021

UNOFFICIAL RESULTS

Grayson County

Precinct 303

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	1,033			
Ballots Cast - Total	154	1	74	79
Voter Turnout - Total	14.91%			

Mayor Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Sandra Melton	30	0	16	14
David Plyler	81	1	41	39
Total Votes Cast	111	1	57	53
Contest Totals	112	1	58	53

Council Member, Place 1 Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Henry Marroquin	43	0	27	16
Kevin Couch	67	1	29	37
Total Votes Cast	110	1	56	53
Contest Totals	112	1	58	53

Council Member, Place 2 Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Andre Luper	24	0	11	13
Juston Dobbs	81	1	41	39
Total Votes Cast	105	1	52	52
Contest Totals	112	1	58	53

Summary Results Report
2021 Joint Election
November 2, 2021

UNOFFICIAL RESULTS

Grayson County

Precinct 304

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	2,970			
Ballots Cast - Total	563	63	282	218
Voter Turnout - Total	18.96%			

Mayor Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Sandra Melton	174	24	79	71
David Plyler	384	39	200	145
Total Votes Cast	558	63	279	216
Contest Totals	563	63	282	218

Council Member, Place 1 Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Henry Marroquin	291	29	159	103
Kevin Couch	252	32	114	106
Total Votes Cast	543	61	273	209
Contest Totals	563	63	282	218

Council Member, Place 2 Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Andre Luper	179	25	81	73
Juston Dobbs	358	35	195	128
Total Votes Cast	537	60	276	201
Contest Totals	563	63	282	218

Summary Results Report
2021 Joint Election
November 2, 2021

UNOFFICIAL RESULTS

Grayson County

Precinct 305

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	1,537			
Ballots Cast - Total	159	2	63	94
Voter Turnout - Total	10.34%			

Mayor Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Sandra Melton	0	0	0	0
David Plyler	0	0	0	0
Total Votes Cast	0	0	0	0
Contest Totals	0	0	0	0

Council Member, Place 1 Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Henry Marroquin	0	0	0	0
Kevin Couch	0	0	0	0
Total Votes Cast	0	0	0	0
Contest Totals	0	0	0	0

Council Member, Place 2 Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Andre Luper	0	0	0	0
Juston Dobbs	0	0	0	0
Total Votes Cast	0	0	0	0
Contest Totals	0	0	0	0

Summary Results Report
2021 Joint Election
November 2, 2021

UNOFFICIAL RESULTS

Grayson County

Precinct 405

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	611			
Ballots Cast - Total	47	7	18	22
Voter Turnout - Total	7.69%			

Mayor Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Sandra Melton	14	0	8	6
David Plyler	33	7	10	16
Total Votes Cast	47	7	18	22
Contest Totals	47	7	18	22

Council Member, Place 1 Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Henry Marroquin	17	1	5	11
Kevin Couch	29	6	13	10
Total Votes Cast	46	7	18	21
Contest Totals	47	7	18	22

Council Member, Place 2 Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Andre Luper	9	2	4	3
Juston Dobbs	36	5	13	18
Total Votes Cast	45	7	17	21
Contest Totals	47	7	18	22

Summary Results Report
2021 Joint Election
November 2, 2021

UNOFFICIAL RESULTS

Grayson County

Precinct 408

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	1,872			
Ballots Cast - Total	167	3	74	90
Voter Turnout - Total	8.92%			

Mayor Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Sandra Melton	6	0	3	3
David Plyler	5	0	4	1
Total Votes Cast	11	0	7	4
Contest Totals	11	0	7	4

Council Member, Place 1 Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Henry Marroquin	6	0	3	3
Kevin Couch	4	0	3	1
Total Votes Cast	10	0	6	4
Contest Totals	11	0	7	4

Council Member, Place 2 Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Andre Luper	5	0	4	1
Juston Dobbs	4	0	1	3
Total Votes Cast	9	0	5	4
Contest Totals	11	0	7	4

Summary Results Report
2021 Joint Election
November 2, 2021

UNOFFICIAL RESULTS

Grayson County

Precinct 409

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	4,381			
Ballots Cast - Total	948	89	491	368
Voter Turnout - Total	21.64%			

Mayor Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Sandra Melton	315	15	171	129
David Plyler	621	73	315	233
Total Votes Cast	936	88	486	362
Contest Totals	948	89	491	368

Council Member, Place 1 Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Henry Marroquin	457	23	237	197
Kevin Couch	454	60	238	156
Total Votes Cast	911	83	475	353
Contest Totals	948	89	491	368

Council Member, Place 2 Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Andre Luper	296	17	151	128
Juston Dobbs	606	66	321	219
Total Votes Cast	902	83	472	347
Contest Totals	948	89	491	368

November 15, 2021

MEMBERS PRESENT: MAYOR DAVID PLYLER; DEPUTY MAYOR DARON HOLLAND. COUNCIL MEMBERS HOWETH, STEELE, STEVENSON, TEAMANN.

CALL TO ORDER

CALL TO ORDER

CANVASS OF ELECTION RETURNS

CANVASS ELECTION RETURNS

The detail of the Election returns are maintained in the permanent record file entitled "Elections" in the Office of the City Clerk. The canvass statistics are attached and made a part of these Minutes. (Exhibit A)

Mayor Plyler asked for a motion accepting Resolution 6801, declaring the official results of the November 2, 2021 Regular Municipal Election, after the Recount, for the Council Member, At-Large, Place 1 position.

RES 6801
REGULAR ELECTION

1

COUNCIL MINUTES – NOVEMBER 15, 2021

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Resolution No. 6801, as presented. Second by Council Member Teamann.
VOTING AYE: Holland, Howeth, Steele, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

OATH OF OFFICE

OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION

OATH OF OFFICE

Linda Ashby, City Clerk, administered the Oath of Office to the following Council-elect positions.

Mayor
Council Member,
At-Large, Place 1

David Plyler
Henry Marroquin

A Certificate of Election was presented to the newly sworn Mayor and Council Member. The new members were seated at the Council table.

NEW COUNCIL SEATED

MEMBERS PRESENT: Mayor David Plyler.
Council Members Holland, Howeth,
Marroquin, Stevenson, Teamann.

MEMBERS ABSENT: Council Member Dobbs.

RECOGNITION OF OUTGOING COUNCIL MEMBERS

Mayor Plyler recognized outgoing Council Members Willie Steele and Sandra Melton. He presented them with plaques and crystal statues.

COUNCIL ELECTION OF DEPUTY MAYOR

Mayor Plyler said the Deputy Mayor position normally goes to the Council Member with the most seniority. Currently, Council Member Howeth has the most seniority.

**DEPUTY MAYOR
ELECTION**

ACTION TAKEN.

Motion by Deputy Mayor Holland to nominate Council Member Pam Howeth to serve as Deputy Mayor from November 16, 2021 until November 8, 2022. Second by Council Member Teamann.
VOTING AYE: Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

SPECIAL PRESENTATION

**RECEIVE PRESENTATION FROM MARGARET SOMEREVE,
EXECUTIVE DIRECTOR OF TEXAS COALITION FOR AFFORDABLE
POWER**

**TEXAS COALITION
FOR AFFORDABLE
POWER**

The presentation on the Texas Coalition for Affordable Power was not held.

CITIZEN'S COMMENTS

There were no citizen's comments.

CITIZEN'S COMMENTS

CONSENT AGENDA

Asterisk (*) 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 Teamann moved to approve the Consent Agenda, as presented. Second by Deputy Mayor Howeth. All present voted AYE.

CONSENT AGENDA

Double Asterisk (**) items are considered to be routine and will be enacted in one motion, subject to Staff Review Letter, without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately.

The Council reviewed the Consent Agenda. Council Member Teamann moved to approve the Consent Agenda, subject to the Staff Review Letter. Second by Deputy Mayor Howeth. All present voted AYE.

Mayor Plyler introduced Ordinance No. 6428 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 6253, AND AMENDING SECTION 6.12, ORDINANCE NO. 2280, SO AS TO AMEND A PLANNED DEVELOPMENT FOR VILLAGE PLANNED DEVELOPMENT (ORD. NO. 6253) IN THE 2800-3200 BLOCKS OF SOUTH F.M. 1417 (HERITAGE PARKWAY), BEING 624.473 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 (THE MUNSON REALTY CO., OWNERS; JR. URBAN ADVISORS, JOHN RUGGIERI, PLANNING & URBAN DESIGN; JONES & CARTER, CIVIL ENGINEER; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYOR); PROVIDING THAT THIS PLANNED DEVELOPMENT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; DESCRIBING THE TRACT TO BE REZONED; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

Rob Rae, Director of Development Services, said this item would amend the Village Planned Development, which was originally adopted about two years ago. The developer would like to make some changes to the Planned Development.

The primary change would be to change the eastern side of the property from an employment zone to a mix of single-family, multi-family, and commercial. Halff and Associates conducted a review to make sure this change would be consistent with the ordinance, and they deemed that it was.

John Ruggieri, 211 Ervay Street, Dallas, Texas 75201

Mr. Ruggieri is the Vice President and Director of Urban Design. He said some changes have been made to the Planned Development, to make it more applicable to the current market, and because the initial Planned Development was a little vague in places, and this

CONSENT AGENDA

CONSENT AGENDA

ORD 6428
AMEND VILLAGE
PLANNED
DEVELOPMENT
(2800-3200 BLOCKS
OF SOUTH FM 1417)

would make it more administratively friendly, for staff to administer, moving forward.

He presented a PowerPoint of the changes of the rezoning. Previously an area on the east side was designated “Employment” and will be changed to “East Village Zone.” A “Future Growth” zone on the west side will also be changed to “West Residential Zone.”

They also amended an internal transportation plan to reflect changes in the land use, and to create access to the employment zone, which the Sherman Economic Development Corporation owns.

Mr. Ruggieri said there has been no significant changes in the Village Center area, which is the “crown jewel” of the development.

The final portion is located east of Moore Street, which is now under construction. A portion, about 100 acres, has been changed to single-family and multi-family residential. There is also a commercial zone to the north on Travis Street and south on FM 1417.

There is language for employment within the commercial zone. This was done in case there was an opportunity for job growth within the area, this would give about 70 acres for employment.

He said the recommendation of staff was to “wrap” the single-family with a multi-family buffer in case there was employment north, along Travis Street, and to the east on SEDCO property.

No other citizens appeared before the City Council to discuss Ordinance No. 6428.

Mayor Plyler introduced Ordinance No. 6429 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT, LOCATED AT 6350 THERESA DRIVE, BEING 8.42 ACRES IN THE DANIEL C. SHELPS SURVEY, ABSTRACT NO. 1097 (W. SCOTT WEISMANN III, OWNER; MICHAEL UFER, APPLICANT; AND SARTIN & ASSOCIATES SURVEYING, SURVEYOR); PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6429
ZONE CHANGE
(6350 THERESA DR)

Mr. Rae said this is for a zone change from an M-2 (Heavy Manufacturing) District to an R-1 (One Family Residential) District. The owner would like to construct a 1,300 square foot main cabin with four, 420 square foot attached cabins, and a 1,000 square foot garage. The units are attached, so it would be considered a single-family building.

The Planning and Zoning Commission recommended approval of the zone change.

COUNCIL MINUTES – NOVEMBER 15, 2021

No citizens appeared before the City Council to discuss Ordinance No. 6429.

Mayor Plyler introduced Ordinance No. 6430 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT, LOCATED IN THE 6000-6400 BLOCKS OF SOUTH U.S. HIGHWAY 75 AND THE 100-200 BLOCKS OF AKERS ROAD, BEING 14.949 ACRES IN THE JOHN CHRONISTER SURVEY, ABSTRACT NO. 248 AND THE WILLIAM MARTIN SURVEY, ABSTRACT NO. 765 (JAMESTOWN SQUARE, LLC, OWNER; COPE EQUITIES, JAMES CRUSE, REPRESENTATIVE/DEVELOPER; HICKMAN CONSULTING ENGINEERS, CIVIL ENGINEER; DBA ARCHITECTS, ARCHITECTS; BILLY PECK CONSTRUCTION, CONTRACTOR; CARROLL CONSULTING GROUP, INC., AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYORS); PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

**ORD 6430
ZONE CHANGE
(6000-6400 BLOCKS
SOUTH HWY 75 &
100-200 BLOCKS OF
AKERS RD)**

Mayor Plyler asked that the captions of Ordinance Nos. 6430, 6431, and 6432 be read together.

Mayor Plyler introduced Ordinance No. 6431 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE SF-1 (SINGLE-FAMILY RESIDENTIAL) DISTRICT, LOCATED IN THE 6000-6400 BLOCKS OF SOUTH U.S. HIGHWAY 75 AND THE 100-200 BLOCKS OF AKERS ROAD, BEING 20.232 ACRES IN THE JOHN CHRONISTER SURVEY, ABSTRACT NO. 248 AND THE WILLIAM MARTIN SURVEY, ABSTRACT NO. 765 (JAMESTOWN SQUARE, LLC, OWNER; COPE EQUITIES, JAMES CRUSE, REPRESENTATIVE/DEVELOPER; HICKMAN CONSULTING ENGINEERS, CIVIL ENGINEER; DBA ARCHITECTS, ARCHITECTS; BILLY PECK CONSTRUCTION, CONTRACTOR; CARROLL CONSULTING GROUP, INC. AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYORS); PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE. SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

**ORD 6431
ZONE CHANGE
(6000-6400 BLOCKS
SOUTH HWY 75 &
100-200 BLOCKS OF
AKERS RD)**

Mayor Plyler introduced Ordinance No. 6432 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT, LOCATED IN THE 6000-6400 BLOCKS OF SOUTH U.S. HIGHWAY 75 AND THE 100-200 BLOCKS OF AKERS ROAD, BEING 19.347 ACRES IN THE JOHN CHRONISTER SURVEY, ABSTRACT NO. 248 AND THE WILLIAM MARTIN SURVEY, ABSTRACT NO. 765 (JAMESTOWN SQUARE, LLC, OWNER; COPE EQUITIES, JAMES CRUSE, REPRESENTATIVE/DEVELOPER; HICKMAN CONSULTING

**ORD 6432
ZONE CHANGE
(6000-6400 BLOCKS
SOUTH HWY 75 &
100-200 BLOCKS OF
AKERS RD)**

ENGINEERS, CIVIL ENGINEER; DBA ARCHITECTS, ARCHITECTS; BILLY PECK CONSTRUCTION, CONTRACTOR; CARROLL CONSULTING GROUP, INC. AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYORS); PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said this property is all zoned M-1.5 (Medium Manufacturing) District, and is located directly across from the Texas Instruments site, on the east side of Hwy 75.

The applicant is requesting three separate zone changes, with the first being on Tract 1, to Retail Commercial, about 90,000 square feet of commercial retail. The conceptual site plan was approved by the Planning and Zoning Commission. They also recommended approval of the zone change from M-1.5 to C-1.

The second ordinance is Tract 2, Multi-Family, currently zoned M-1.5. They are recommending that it be zoned to R-2, and are currently proposing 306 multi-family units and 78 townhome units for the site. The Planning and Zoning Commission approved the site plan and recommended approval of the zone change.

The third ordinance is Tract 3, for Single-Family and would be a zone change from M-1.5 to SF-1. They are proposing to have 62 residential lots on that tract.

Todd Downing, 900 West Bethany Drive, #230, Allen, Texas 75013
Mr. Downing appeared representing the request and was available if the Council had any questions. He said they are excited about the project and hoping to be an amenity for future development and industry, across from Texas Instruments.

The development would include a strip mall and multi-family. He said they may modify their single-family proposal and typically do a one acre development, in rural areas.

No other citizens appeared before the City Council to discuss Ordinance Nos. 6430, 6431, and 6432.

Mayor Plyler introduced Ordinance No. 6433 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AN AUTOMOBILE REPAIR, OIL AND LUBE AND TIRE SALES AND SERVICE CENTER IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 1504 WEST HOUSTON STREET, BEING LOT 1A OF THE REPLAT OF LOT 1, BLOCK 1, OASIS ADDITION (WILLOW BEND HOLDINGS, LLC, OWNER; GAREB JOSEPH TAHIR, APPLICANT; AND HELVEY-WAGNER AND ASSOCIATES SURVEYING (SURVEYOR); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6433
SUP FOR AUTO
REPAIR, OIL & LUBE,
TIRE SALES & SERVICE
(1504 W. HOUSTON ST)

COUNCIL MINUTES – NOVEMBER 15, 2021

Mr. Rae said this Specific Use Permit would allow an automobile repair shop, with tire changing and small repairs. They currently also operate First Choice of Texoma at 1624 Texoma Parkway.

No citizens appeared before the City Council to discuss Ordinance No. 6433.

Mayor Plyler introduced Ordinance No. 6434 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A TWO-FAMILY DWELLING (DUPLEX) IN AN R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT AT 214 EAST COLLEGE STREET, BEING 0.239 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 (MPY HOMES, LLC, OWNER; ANIL PESARAMELLI, REPRESENTATIVE; CHARLIE SHEARER, SHEARER DESIGN & ASSOCIATES, DESIGNER; AND COPLEY LAND SURVEYING, SURVEYOR) PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6434
SUP FOR DUPLEX
(214 E. COLLEGE ST)

Mr. Rae said this Specific Use Permit is for a duplex in an R-1 District. The applicant wants to build two, 1,439 square foot units with a one-car garage. The lot is 80 feet wide, which is definitely over the City's standard for a duplex. The Planning and Zoning Commission recommended approval of the Specific Use Permit.

A representative was available if Council Members had any questions.

No other citizens appeared before the City Council to discuss Ordinance No. 6434.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6428

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 6253, AND AMENDING SECTION 6.12, ORDINANCE NO. 2280, SO AS TO AMEND A PLANNED DEVELOPMENT FOR VILLAGE PLANNED DEVELOPMENT (ORD. NO. 6253) IN THE 2800-3200 BLOCKS OF SOUTH F.M. 1417 (HERITAGE PARKWAY), BEING 624.473 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 (THE MUNSON REALTY CO., OWNERS; JR. URBAN ADVISORS, JOHN RUGGIERI, PLANNING & URBAN DESIGN; JONES & CARTER, CIVIL ENGINEER; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYOR); PROVIDING THAT THIS PLANNED DEVELOPMENT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; DESCRIBING THE TRACT TO BE REZONED; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6428
AMEND VILLAGE
PLANNED
DEVELOPMENT
(2800-3200 BLOCKS
OF SOUTH FM 1417)

Ordinance 6429

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 6350 THERESA DRIVE, BEING 8.42 ACRES IN THE DANIEL C. SHELPS SURVEY, ABSTRACT NO. 1097 (W. SCOTT WEISMANN III, OWNER; MICHAEL UFER, APPLICANT; AND SARTIN & ASSOCIATES SURVEYING, SURVEYOR); PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6429
ZONE CHANGE
(6350 THERESA DR)

Ordinance 6430

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 IN THE 6000-6400 BLOCKS OF SOUTH U.S. HIGHWAY 75 AND THE 100-200 BLOCKS OF AKERS ROAD, BEING 14.949 ACRES IN THE JOHN CHRONISTER SURVEY, ABSTRACT NO. 248 AND THE WILLIAM MARTIN SURVEY, ABSTRACT NO. 765 (JAMESTOWN SQUARE, LLC, OWNER; COPE EQUITIES, JAMES CRUSE, REPRESENTATIVE/DEVELOPER; HICKMAN CONSULTING ENGINEERS, CIVIL ENGINEER; DBA ARCHITECTS, ARCHITECTS; BILLY PECK CONSTRUCTION, CONTRACTOR; CARROLL CONSULTING GROUP, INC., AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYORS); PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6430
ZONE CHANGE
(6000-6400 BLOCKS
SOUTH HWY 75 &
100-200 BLOCKS OF
AKERS RD)

Council Member Teamann asked if the City had adequate water and sewer for a development such as the one proposed on Akers Road.

Wayne Lee, Director of Engineering, said there is existing water to the site, but they would have to extend sewer service, less than a mile, to reach their site. Clint Philpott, Assistant City Manager, said the sewer line is in the creek area, north of Texas Instruments and Finisar.

Council Member Howeth said she was glad they were adding more townhouses. She felt that was missing in Sherman, and what many residents wanted.

Ordinance 6431

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 SF-1 (SINGLE-FAMILY RESIDENTIAL) DISTRICT, LOCATED IN THE 6000-64000 BLOCKS OF SOUTH U.S. HIGHWAY 75 AND THE 100-200 BLOCKS OF AKERS ROAD, BEING 20.232 ACRES IN THE JOHN CHRONISTER SURVEY, ABSTRACT NO. 248 AND THE WILLIAM MARTIN SURVEY, ABSTRACT NO. 765 (JAMESTOWN SQUARE, LLC, OWNER; COPE EQUITIES, JAMES CRUSE, REPRESENTATIVE/DEVELOPER; HICKMAN CONSULTING ENGINEERS, CIVIL ENGINEER; DBA ARCHITECTS, ARCHITECTS; BILLY PECK CONSTRUCTION, CONTRACTOR; CARROLL

ORD 6431
ZONE CHANGE
(6000-6400 BLOCKS
SOUTH HWY 75 &
100-200 BLOCKS OF
AKERS RD)

CONSULTING GROUP, INC. AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYORS); PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE. SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Ordinance 6432

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT, LOCATED IN THE 6000-6400 BLOCKS OF SOUTH U.S. HIGHWAY 75 AND THE 100-200 BLOCKS OF AKERS ROAD, BEING 19.347 ACRES IN THE JOHN CHRONISTER SURVEY, ABSTRACT NO. 248 AND THE WILLIAM MARTIN SURVEY, ABSTRACT NO. 765 (JAMESTOWN SQUARE, LLC, OWNER; COPE EQUITIES, JAMES CRUSE, REPRESENTATIVE/DEVELOPER; HICKMAN CONSULTING ENGINEERS, CIVIL ENGINEER; DBA ARCHITECTS, ARCHITECTS; BILLY PECK CONSTRUCTION, CONTRACTOR; CARROLL CONSULTING GROUP, INC. AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYORS); PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6432

ZONE CHANGE
(6000-6400 BLOCKS
SOUTH HWY 75 &
100-200 BLOCKS OF
AKERS RD)

Ordinance 6433

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 AN AUTOMOBILE REPAIR, OIL AND LUBE AND TIRE SALES AND SERVICE CENTER IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 1504 WEST HOUSTON STREET, BEING LOT 1A OF THE REPLAT OF LOT 1, BLOCK 1, OASIS ADDITION (WILLOW BEND HOLDINGS, LLC, OWNER; GAREB JOSEPH TAHIR, APPLICANT; AND HELVEY-WAGNER AND ASSOCIATES SURVEYING (SURVEYOR); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6433

SUP FOR AUTO
REPAIR, OIL & LUBE,
TIRE SALES & SERVICE
(1504 W. HOUSTON ST)

Ordinance 6434

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A TWO-FAMILY DWELLING (DUPLEX) IN AN R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT AT 214 EAST COLLEGE STREET, BEING 0.239 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 (MPY HOMES, LLC, OWNER; ANIL PESARAMELLI, REPRESENTATIVE; CHARLIE SHEARER, SHEARER DESIGN & ASSOCIATES, DESIGNER; AND COPLEY LAND SURVEYING, SURVEYOR) PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6434

SUP FOR DUPLEX
(214 E. COLLEGE ST)

ACTION TAKEN.

Motion by Deputy Mayor Howeth to adopt Ordinance Nos. 6428, 6429, 6430, 6431, 6432, 6433, and 6434, as presented. Second by Council Member Holland.

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

**RESOLUTION NO. 6803 – AUTHORIZING EXECUTION OF THE
COMMERCIAL MASTER DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF SHERMAN AND HERITAGE RANCH HOLDINGS, LTD.,
FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN THE
COMMERCIAL PORTION OF THE MIXED-USE PLANNED
DEVELOPMENT KNOWN AS HERITAGE RANCH, BEING AN
APPROXIMATE 254-ACRES ALONG U.S. HWY 82 AND BETWEEN
F.M. 1417 (HERITAGE PARKWAY) AND PLAINVIEW ROAD IN THE
CITY OF SHERMAN, TEXAS**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN TEXAS, AUTHORIZING EXECUTION OF THE COMMERCIAL MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SHERMAN AND HERITAGE RANCH LAND HOLDINGS, LTD., FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN THE COMMERCIAL PORTION OF THE MIXED-USE PLANNED DEVELOPMENT KNOWN AS HERITAGE RANCH, BEING AN APPROXIMATE 254-ACRE DEVELOPMENT ALONG U.S. HWY 82 AND BETWEEN F.M. 1417 (HERITAGE PARKWAY) AND PLAINVIEW ROAD IN THE CITY OF SHERMAN, TEXAS.

Robby Hefton, City Manager, said this is part two of the Heritage Ranch Development, located north of Hwy 82, east of FM 1417, and west of Travis Street. This parcel is 254 acres, west of the current Plainview Road.

Several meetings ago, the City Council approved the Residential Development Agreement, and this is the agreement for the commercial part of the development. This agreement was drafted by the City's attorneys, using the same structure and form that the previous one used.

This agreement calls for the creation of another Reinvestment Zone. There would be one Reinvestment Zone for the east side, the single-family, residential piece, and a second Reinvestment Zone for the western portion, and would be used to reimburse the developer for public infrastructure, roads, water, sewer, drainage, lights, storm drainage, and other things that would be public infrastructure.

The agreement would call for the City's participation on an east-west road that would ultimately connect to Travis Street, but running from FM 1417, through the width of this 254 acres, about 3,200 linear feet. This would be the City's contribution toward the project. The agreement would call for the City to start construction, when the developer starts construction. Cost of the road would be between \$2 million and \$3 million, at today's estimates.

The staff is not asking for approval to build the road tonight. This is the agreement that designates the responsibility of each entity.

He said the other thing it commits the City to is to negotiate in good faith, on the future discussions about the entertainment portion of the project and stormwater drainage.

RES 6803
HERITAGE RANCH
MASTER
DEVELOPMENT
AGREEMENT
(HWY 82, BETWEEN
FM 1417 & PLAINVIEW
RD)

In reviewing the planned development that was approved by Council, there is an entertainment component “to be defined.” There is still talk about this component, but it is too early to determine the scope of the project.

As for stormwater drainage, all of the commercial and part of the residential area is in a low-lying area. There will definitely need to be some type of detention, but it is unclear as to what is actually needed. The second part of the agreement is to negotiate, with the developer, in good faith about the drainage needs, and who would construct and pay for it.

The TIRZ would be set up to capture increments, and the City is not spending anything that they don’t currently have. This would be setting aside a portion of the property tax increment to share for reimbursement of all the other public infrastructure that will be needed.

The commercial development would include retail, restaurants, office space, and multi-family units. The entire development is in the \$400 million range, and is a huge project. It is ultimately about 420 acres.

Ryan Pittman, City Attorney, said the agreement will say there is commitment to negotiate about the detention and entertainment portions, but it doesn’t bind the City to participate on any of those projects.

Mr. Hefton added that, before anything could be constructed, it would require City Council approval for any future project. The City has committed to provide a sewer line that will serve the entire development.

Council Member Howeth clarified that, on the entertainment portion of the project, the City is not committing at this point. Mr. Pittman said the City is not committing to the drainage project or the entertainment portion of the project.

ACTION TAKEN.

Motion by Deputy Mayor Howeth to adopt Resolution No. 6803, as presented. Second by Council Member Stevenson.

VOTING AYE: Holland, Howeth, Marroquin, Stevenson.

VOTING NAY: Teamann.

MOTION CARRIED.

RESOLUTION NO. 6804 – AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING DESIGN SERVICES AGREEMENT WITH GARVER, LLC FOR DESIGN OF WATER TREATMENT PLANT IMPROVEMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING DESIGN SERVICES AGREEMENT WITH GARVER, LLC FOR DESIGN OF THE WATER TREATMENT PLANT IMPROVEMENTS PROJECT.

**RES 6804
WATER TREATMENT
PLANT
IMPROVEMENTS**

COUNCIL MINUTES – NOVEMBER 15, 2021

Mr. Lee said this agreement is for a redesign of the Flocculation Sedimentation Basins. It was originally included in the 2022 Capital Improvement Program, because they had exceeded their life expectancy. However, a couple of months ago, they “broke down.” This is not affecting the new portion of the Plant, that went active last year. It does affect the older part of the Plant.

The contract is approximately \$284,000, and the design is expected to be complete sometime next Fall, with construction being completed the following Fall.

ACTION TAKEN.

Motion by Deputy Mayor Howeth to adopt Resolution No. 6804, as presented. Second by Council Member Teamann.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6805 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH SYNAGRO OF TEXAS-CDR, INC., BASED ON AN INVITATION TO BID, FOR CONSTRUCTION OF THE WTP SLUDGE REMOVAL PROJECT 2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH SYNAGRO OF TEXAS-CDR, INC., BASED ON AN INVITATION TO BID FOR CONSTRUCTION OF THE WTP SLUDGE REMOVAL PROJECT 2021.

**RES 6805
WATER TREATMENT
PLANT SLUDGE
REMOVAL PROJECT**

Mr. Lee said the Flocculation and Sedimentation Basins remove many items from the water, and this material is stockpiled in the sludge basins. Maintenance crews have dredged out some of the sludge ponds and stockpiled the sludge on site.

This contract is for removal of the stockpiles, not to exceed \$200,000. There were two bidders, and the low bidder has not worked in Sherman before, but after research, the staff believes they have the capacity and financial ability to do the project.

It is estimated that there will be approximately 9,500 tons of sludge to be removed. The staff does recommend approval of the contract.

ACTION TAKEN.

Motion by Deputy Mayor Howeth to adopt Resolution No. 6805, as presented. Second by Council Member Holland.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6806 – APPROVING AND AUTHORIZING EXECUTION OF THE AMENDED AND RESTATED PREDEVELOPMENT LOAN AGREEMENT AMONG CFP SHERMAN, LLC, THE CITY OF SHERMAN, TEXAS, CROSSROADS HOSPITAL DEVELOPMENT, LLC, IVY HOTEL GROUP, LLC, AP GULF STATES, INC., SHERMAN HOSPITAL MANAGEMENT COMPANY, LLC AND E4 ARCHITECTURE FOR THE COMMITMENT OF FUNDS FOR PREDEVELOPMENT EXPENSES RELATED FOR THE

**RES 6806
HOSPITAL
DEVELOPMENT
PREDEVELOPMENT
LOAN**

DEVELOPMENT, DESIGN AND CONSTRUCTION OF AN ESTIMATED 80-BED ACUTE CARE HOSPITAL AND APPROPRIATE SITE AMENITIES SUPPORTING THE SAME WITHIN THE CITY OF SHERMAN, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND AUTHORIZING EXECUTION OF THE AMENDED AND RESTATED PREDEVELOPMENT LOAN AGREEMENT AMONG CFP SHERMAN, LLC, THE CITY OF SHERMAN, TEXAS, CROSSROADS HOSPITAL DEVELOPMENT, LLC, IVY HOTEL GROUP, LLC, AP GULF STATES, INC., SHERMAN HOSPITAL MANAGEMENT COMPANY, LLC AND E4 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.

Mr. Hefton said this amends the original pre-development loan that was approved several months ago. As they enter the diligence process, they need a little more time to complete the diligence. Things are progressing and he didn't feel they would need until April 2022, but that does give "breathing room."

The amendment changes the original October 31, 2021 date to April 30, 2022, and removes one of the partners that is no longer a part of the project, and adds a new party.

Mr. Hefton explained that Phoenix IDA is no longer a partner and has been replaced by Sherman Hospital Management Company, LLC. It doesn't change the dollars or the City's commitment dollars, it just removes one party and adds another party.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Resolution No. 6806, as presented. Second by Council Member Teamann.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6807 – JOINING WITH THE STATE OF TEXAS AND POLITICAL SUBDIVISIONS OF THE STATE AS A PARTY IN THE GLOBAL OPIOID SETTLEMENT AGREEMENT REGARDING OPIOID USE AND DISTRIBUTION IN *IN RE: TEXAS OPIOID LITIGATION*, MDL NO. 2018-63587, IN THE 152ND DISTRICT COURT OF HARRIS COUNTY, TEXAS, AND OTHER LITIGATION; ACCEPTING THE TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET; AUTHORIZING THE CITY MANAGER TO EXECUTE SETTLEMENT PARTICIPATION DOCUMENTS

RES 6807
OPIOID SETTLEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, JOINING WITH THE STATE OF TEXAS AND POLITICAL SUBDIVISIONS OF THE STATE AS A PARTY IN THE GLOBAL OPIOID SETTLEMENT AGREEMENTS REGARDING OPIOID USE AND DISTRIBUTION IN *IN RE: TEXAS OPIOID LITIGATION*, MDL NO. 2018-63587, IN THE 152ND DISTRICT COURT

OF HARRIS COUNTY, TEXAS, AND OTHER LITIGATION; ACCEPTING THE TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET; AUTHORIZING THE CITY MANAGER TO EXECUTE SETTLEMENT PARTICIPATION DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE.

Mary Lawrence, Director of Finance, explained that Mr. Pittman notified the staff that the City was part of the allocation from the settlement proceeds in the State of Texas versus certain opioid manufacturers and distributors. The settlement amount is about \$330,000, depending on how many cities accept, and other calculation factors. The City must have Council approval to receive these funds.

Texoma Community Center is the only organization in the area that already has an opioid program to help people. The staff has spoken to them about “beefing up” their program and using the fund to help with opioids. They are excited about the opportunity to receive this funding.

Hopefully, the Police Department can work with the Texoma Community Center to provide training to help them identify the suspects that may need a different kind of assistance for their issues.

If approved, the staff will bring back a contract with the Texoma Community Center for Council consideration.

Council Member Holland verified that the agreement would be between Texoma Community Center and the City of Sherman. Council Member Teamann ask about a timeline to accept the settlement. Ms. Lawrence said the City has until January 1, 2022 to accept the funds, with a portion of the settlement to be received in January 2022.

Council Member Teamann said Texoma Community Center is a great community partner.

ACTION TAKEN.

Motion by Council Member Teamann to adopt Resolution No. 6807, as presented. Second by Council Member Holland.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6808 – CASTING VOTES TO ELECT A CANDIDATE TO SERVE AS A MEMBER OF THE GRAYSON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CASTING VOTES TO ELECT A CANDIDATE TO SERVE AS A MEMBER OF THE GRAYSON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

CONSENT AGENDA.

**RES 6808
GRAYSON APPRAISAL
DISTRICT BOARD**

RESOLUTION NO. 6809 – AUTHORIZING THE PURCHASE OF A 2022 FRAZER TYPE I 14' MODULE AMBULANCE FOR THE SHERMAN FIRE DEPARTMENT FROM KNAPP CHEVROLET AND FRAZER, LTD. THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC)

RES 6809
PURCHASE OF
AMBULANCE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2022 FRAZER TYPE I 14' MODULE AMBULANCE FOR THE SHERMAN FIRE DEPARTMENT FROM KNAPP CHEVROLET AND FRAZER, LTD. THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC).
CONSENT AGENDA.

RESOLUTION NO. 6810 – AUTHORIZING THE PURCHASE OF TWENTY-SIX HAND-HELD RADIOS AND EIGHT MOBILE RADIOS FOR THE SHERMAN FIRE DEPARTMENT FROM MOTOROLA, INC., A SOLE SOURCE PROVIDER

RES 6810
FIRE DEPARTMENT
RADIOS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF TWENTY-SIX HAND-HELD RADIOS AND EIGHT MOBILE RADIOS FOR THE SHERMAN FIRE DEPARTMENT FROM MOTOROLA INC., A SOLE SOURCE PROVIDER.
CONSENT AGENDA.

RESOLUTION NO. 6811 – AUTHORIZING THE PURCHASE OF A NEW 950GC WHEEL LOADER FROM HOLT CAT MANUFACTURING FOR THE STREET DEPARTMENT THROUGH SOURCEWELL PURCHASING COOPERATIVE

RES 6811
STREET DEPARTMENT
WHEEL LOADER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 950GC WHEEL LOADER FROM HOLT CAT MANUFACTURING FOR THE STREET DEPARTMENT THROUGH SOURCEWELL PURCHASING COOPERATIVE.
CONSENT AGENDA.

REQUEST TO ADVERTISE
ANNUAL SUPPLY OF CHEMICALS

REQ TO ADVERTISE
ANNUAL SUPPLY
OF CHEMICALS

The City Council approved the request to advertise for the annual supply of chemicals for 2022. This contract would cover the City's supply of industrial chemical purchases for use at the Water Treatment Plant and the Wastewater Treatment Plant.
CONSENT AGENDA.

OTHER BUSINESS

RECEIVE PRESENTATION FROM POLICE CHIEF ZACHARY FLORES ON ALTERNATIVES FOR THE CONTRACT WITH GRAYSON COUNTY FOR USE OF THE CITY OF SHERMAN ANIMAL SHELTER

GRAYSON COUNTY
USE OF ANIMAL
SHELTER
ALTERNATIVES

Zach Flores, Police Chief, updated the City Council on the proposed contract with Grayson County for use of the City's Animal Shelter. He said there was a "big" difference in what has been done in the past, and what they are proposing to do.

He said Sherman has the only government run animal shelter in Grayson County. Historically, Sherman has charged \$50 per animal for the other agencies to use the Shelter, and the City has assumed

all costs after that. In FY 2020, Grayson County brought in 20% of the animal population at the Shelter.

For FY 2020, the Animal Shelter's budget was approximately \$1 million, and Grayson County paid \$25,700, or about 2.7% of the expenses.

In looking at a different structure, Chief Flores said they modeled the proposed fee structure on Collin County's structure.

He presented statistics for the number of animals that were taken in at the Shelter, 2,564, and the number of those that were from Grayson County, 531. That means that Grayson County brought 20.7% of the animals into the Shelter in FY 2020.

The direct costs for the Animal Shelter for FY 2022 are estimated to be a little over \$1 million, with indirect costs estimated at \$102,000, making the cost per animal \$440. Using the FY 2020 numbers, because that's a full year, and the actual cost per animal, Grayson County would pay \$233,731. Other cities would pay based on the same percentage of animals they brought into the shelter the previous full fiscal year.

Chief Flores said in comparison, last year Grayson County paid \$25,700 for their annual contract, but this year, under the new accounting, they would pay \$233,731. Currently, the City of Sherman and Grayson County are working under an expired contract.

He asked if the Council wanted to consider implementation of this proposed fee schedule. Also, since the timing of this issue did not allow the County to build the higher fees into their budget, he presented flexible implementation dates to consider. These possible implementation dates were January 1, 2022, April 1, 2022, July 1, 2022, or as directed by the City Council.

Mayor Plyler confirmed that the \$440 per animal is the City's actual cost to take in an animal, based on FY 2020's numbers. Chief Flores said to make sure this is an accurate representation of costs, at the end of the year they would review the number of animals that actually came into the Shelter and they would do a "true up" of costs. The County would either get a credit if they were "overcharged" or pay the City more, based on the actual costs. This true up is also based on Collin County's program.

Mayor Plyler asked about "unintended consequences" and the possibility of having animals dumped on rural streets instead of being taken to the Shelter. Chief Flores said that was a possibility.

Council Member Teamann clarified that this fee wouldn't apply to citizens of the County bringing their animals in, but only to the County bringing animals in. He asked what portion of the total intake came from outside the City of Sherman. Chief Flores said there are a few animals from other cities, but most come from the County.

Deputy Mayor Howeth said the Council is very concerned that the Sherman Shelter is overcrowded, and they are looking at ways to deal with the overcrowding. No one wants to increase costs, but something has to be done, because the City has outgrown the Shelter. She said they are trying not to be a “kill shelter,” but if an animal can’t be placed because of their behavior, or they are in bad physical shape, that may happen. She added that it is not fair for the citizens of Sherman to pay all of the expenses for all the lost and abandoned animals in the County.

Council Member Teamann confirmed that the City Manager has the right to adjust the fee that citizens are charged for surrendering an animal, but that fee has not changed. Chief Flores said they have not been able to receive surrendered animals because of the limited space. They have had to turn them away.

Mr. Hefton said the principal is that Sherman pays for Sherman, and outside entities, using Sherman services, should pay their fair share for providing these services. He said this also follows the path for other regional shelters.

Council Member Stevenson felt the new fee schedule should be enacted on January 1, 2022.

Mr. Hefton asked if there was a general consensus that the process the staff has proposed is equitable, and if the Council agreed on the start date of January 1.

Deputy Mayor Howeth asked when Grayson County was notified. Chief Flores said he has had multiple conversations with the County, but no “hard numbers” yet. He said it was “not a surprise” to them and they have been aware that the City would not enter into a new contract until the issue was resolved.

Council Member Teamann said, if the County is bringing animals to the City’s Shelter, it is costing the citizens for things that are out of the area.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt the proposed alternatives for the contract with Grayson County for use of the City of Sherman Animal Shelter, with an effective date of January 1, 2022, as presented. Second by Council Member Teamann.

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

VOTING NAY: None.

MOTION CARRIED.

CONSIDER CANCELLATION OF THE DECEMBER 20, 2021 REGULAR CITY COUNCIL MEETING AND ADD CALLED CITY COUNCIL MEETING ON DECEMBER 13, 2021

Mr. Hefton said the Council’s regularly scheduled Council Meeting of December 20, 2021, falls on Christmas week. The staff proposed to cancel that meeting and reschedule it for December 13, 2021. Council Member Teamann confirmed that the Planning and Zoning Commission Meeting will be held on December 14, 2021.

CANCELLATION OF DECEMBER 13, 2021 COUNCIL MEETING & SET DECEMBER 13, 2021 MEETING

COUNCIL MINUTES – NOVEMBER 15, 2021

ACTION TAKEN.

Motion by Council Member Holland to cancel the December 20, 2021 Regular City Council Meeting and add a Called City Council Meeting on December 13, 2021, as presented. Second by Deputy Mayor Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

REPLAT APPROVAL OF LANDMARK ADDITION, LOTS 1R & 4, BLOCK 1, A REPLAT OF LANDMARK ADDITION, REPLAT OF LOT 2, BLOCK 1, BEACON HILL ADDITION, SECTION 1, BEING PART OF LOT 1, BLOCK 1, LANDMARK ADDITION, CONTAINING 1.462 ACRES; RAHIM AYUSH LLC, OWNER, VAQUERO HERITAGE PKWY PARTNERS, LP, DEVELOPER, TRIANGLE ENGINEERING LLC, CIVIL ENGINEER AND JPH LAND SURVEYING, INC., SURVEYOR (1712 NORTH FM 1417 (HERITAGE PARKWAY))

The City Council approved the Replat of Landmark Addition, a 1.462 acre tract, located at 1712 North FM 1417. The property is zoned a C-1 (Retail Business) District and located in the O-1.1 (FM 1417) Overlay District. The owner would like to replat the property into two lots for commercial development.

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

CONSENT AGENDA.

REPLAT APPROVAL OF J.P. LOVING'S ADDITION, LOT 5R, BEING A REPLAT OF LOTS 4 & 5, J.P. LOVING'S ADDITION, BEING 0.154 ACRES IN THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56 AND BEING A PART OF LOT 4 AND ALL OF LOT 5 OF J.P. LOVING'S ADDITION; TOBAR PROPERTIES LLC, OWNER AND PRESTON TRAIL LAND SURVEYING, SURVEYOR (329 WEST CHERRY STREET)

The City Council approved the Replat of J.P. Loving's Addition, a 0.154 acre tract, located at 320 West Cherry Street. The property is zoned an R-2 (Multi-Family Residential) District. The owner would like to replat the property into a 58.54' lot for residential development.

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

CONSENT AGENDA.

FINAL PLAT APPROVAL OF QUAIL RUN, PHASE TWO, BEING 20.429 ACRES IN THE JASON STAMPS SURVEY, ABSTRACT NO. 1115 AND THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625; 300 SHERMAN, LP, OWNER, GEES, INC., CIVIL ENGINEER AND PRESTON TRAIL LAND SURVEYING, SURVEYOR (4700-5200 BLOCKS OF QUAIL RUN ROAD AND WEST CORMORANT DRIVE)

The City Council approved the Final Plat of Quail Run, Phase Two, a 20.429 acre tract, located in the 4700 to 5200 blocks of Quail Run Road and West Cormorant Drive. The property is zoned an SF-1 (Single Family Residential) District, R-1 (One-Family Residential)

APPROVE REPLAT
LANDMARK ADDITION
(1712 N. FM 1417)

APPROVE REPLAT
J.P. LOVING'S
ADDITION
(329 W. CHERRY ST)

APPROVE FINAL PLAT
QUAIL RUN,
PHASE TWO
(4700-5200 BLOCKS
OF QUAIL RUN RD &
W. CORMORANT DR)

COUNCIL MINUTES – NOVEMBER 15, 2021

District, and R-2 (Multi-Family Residential) District. The owner would like to plat the property into 84 lots for residential development.

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

FINAL PLAT APPROVAL OF TEXOMA COMMUNITY CENTER ADDITION, BEING 0.485 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763; TEXOMA COMMUNITY CENTER, OWNER, TORI DYESS, APPLICANT AND PRESTON TRAIL LAND SURVEYING, SURVEYOR (2310 NORTH TRAVIS STREET)

The City Council approved the Final Plat of Texoma Community Center Addition, a 0.485 acre tract, located at 2310 North Travis Street. The property is zoned a C-1 (Retail Business) District. The owner would like to plat the property into one lot for commercial development.

APPROVE FINAL PLAT
TEXOMA COMMUNITY
CENTER ADDITION
(2310 N. TRAVIS ST)

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

FINAL PLAT APPROVAL OF KAISER ALUMINUM ADDITION, LOTS 1 & 2, BEING 11.781 ACRES IN THE SHEROD DUNMAN SURVEY, ABSTRACT NO. 329; KAISER ALUMINUM FABRICATED PRODUCTS, LLC, OWNER AND PRESTON TRAIL LAND SURVEYING, SURVEYOR (4318 SOUTH U.S. HIGHWAY 75)

The City Council approved the Final Plat of Kaiser Aluminum Addition, an 11.781 acre tract, located at 4318 South U.S. Highway 75. The property is located in the Blalock Industrial Park.

APPROVE FINAL PLAT
KAISER ALUMINUM
ADDITION
(4318 S. HWY 75)

At the July 19, 2021 City Council Meeting, an exception and site plan approval for ABC Supply was granted to allow outdoor storage in the front and rear of the building, subject to the site plan, as presented in lieu of the required rear half of the property and shall not be placed on that half of the property adjacent to an existing street (Dorset Drive), in the Blalock Industrial Park.

The owners would like to plat the property into two lots as a requirement of the site plan approval. The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.
CONSENT AGENDA.

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

COUNCIL AUDIT COMMITTEE (3)

INVESTMENT COMMITTEE (2)

TAX REINVESTMENT COMMITTEE (2)

TAX INCREMENT FINANCING BOARD #1 (3)

TAX INCREMENT FINANCING BOARD #2 (3)

TAX INCREMENT FINANCING BOARD #3 (3)

TAX INCREMENT FINANCING BOARD #5 (3)

COUNCIL BOARDS
& COMMITTEES

TAX INCREMENT FINANCING BOARD #6 (3)

TAX INCREMENT FINANCING BOARD #7 (3)

ANIMAL CONTROL ADVISORY COMMITTEE (1)

Council Member Teamann recommended that any current Council Members that were serving on boards remain unchanged and the newly elected Council Members be appointed to boards that were represented by outgoing Council Members. Council Members discussed new appointments.

ACTION TAKEN.

Motion by Council Member Stevenson to reappoint all Council Members remaining on the Council and currently serving on the Council Audit Committee, Investment Committee, Tax Reinvestment Committee, Tax Increment Financing Board #1, Tax Increment Financing Board #2, Tax Increment Financing Board #3, Tax Increment Financing Board #5, Tax Increment Financing Board #6, and Tax Increment Financing Board #7, for terms from November 16, 2021 to November 2022; and to appoint Juston Dobbs to serve on the Investment Committee and the Tax Increment Financing Board #1, and Henry Marroquin to serve on the Tax Reinvestment Committee and the Animal Control Advisory Committee, for a term from November 16, 2021 to November 2022. Second by Council Member Teamann.

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

VOTING NAY: None.

MOTION CARRIED.

COUNCIL COMMENTS

THANKS TO OUTGOING COUNCIL MEMBERS

Council Member Teamann thanked outgoing Council Members Sandra Melton and Willie Steele for their service, and said it had been a pleasure serving with them. He also congratulated newly elected Council Members Henry Marroquin and Juston Dobbs, and said he looked forward to serving with them.

THANKS TO
OUTGOING
COUNCIL MEMBERS

UPDATE ON GENERATORS

Council Member Teamann asked to get an update at a future Council Meeting, on the generators, since the weather is getting colder.

UPDATE ON
GENERATORS

SERVICE ON THE CITY COUNCIL

Council Member Marroquin said he was really looking forward to working with the rest of the City Council. He thanked everyone for their support.

SERVICE ON THE
CITY COUNCIL

SERVICE ON THE CITY COUNCIL

Council Member Stevenson welcomed the new Council Members. He also thanked former Council Member Melton for her service and said he had enjoyed working with her.

SERVICE ON THE
CITY COUNCIL

He said when he was first elected to the Council, he sat beside former Council Member Steele and he “really took him under his wing.” He said he had been a great leader for the City for so many years and they would really miss him.

COUNCIL MINUTES – NOVEMBER 15, 2021

He also welcomed new Council Members Henry Marroquin and Juston Dobbs, and said he looked forward to working with them.

SERVICE ON THE CITY COUNCIL

Mayor Plyler thanked former Council Members Melton and Steele for their service, and wished them well.

SERVICE ON THE CITY COUNCIL

ANNOUNCEMENTS

Mayor Plyler announced the following:

- The annual Sherman Christmas Parade will be held on December 4, 2021, with the theme “Winter Scenes and Snow Globe Dreams.” The parade starts at 6:00 p.m.
- The Sherman Symphony Orchestra will host Christmas Pops on December 4, 2021, at 7:30 p.m., at Austin College.
- Hope on Houston will be sponsoring the Nutcracker ballet on November 26 and 27, 2021. Tickets and sponsorships are still available.

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

- (a) Deliberation regarding the purchase and value of real property generally located south of FM 691, east of FM 1417, west of US Highway 75 and north of US Highway 82

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

(a) Texoma Council of Governments Board of Directors (1)

TEX. GOV'T CODE § 551.076 –

DELIBERATING THE DEPLOYMENT, OR SPECIFIC OCCASIONS FOR IMPLEMENTATION, OF SECURITY PERSONNEL OR DEVICES OR A SECURITY AUDIT

TEX. GOV'T CODE § 551.087 –

DISCUSSING OR DELIBERATING COMMERCIAL OR FINANCIAL INFORMATION THAT THE CITY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE CITY SEEKS TO HAVE LOCATE, STAY OR EXPAND IN OR NEAR THE CITY AND WITH WHICH THE CITY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR DELIBERATING THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT

(a) Economic Development Project

TEX. GOV'T CODE § 551.089 --

DELIBERATING SECURITY ASSESSMENTS OR DEPLOYMENTS RELATING TO INFORMATION RESOURCES TECHNOLOGY, NETWORK SECURITY INFORMATION, OR THE DEPLOYMENT OR SPECIFIC OCCASIONS FOR IMPLEMENTATION OF SECURITY PERSONNEL, CRITICAL INFRASTRUCTURE OR SECURITY DEVICES

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 6:17 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:48 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

TEXOMA COUNCIL OF GOVERNMENTS BOARD OF DIRECTORS (1)
ACTION TAKEN.

TCOG BOARD
OF DIRECTORS

Motion by Council Member Marroquin to appoint Juston Dobbs, to the Texoma Council of Governments Board of Directors, for a term from November 16, 2021 to November 2022. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

COUNCIL MINUTES – NOVEMBER 15, 2021

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:50 p.m.

ADJOURNMENT

MAYOR

CITY CLERK

CITY OF SHERMAN, TEXAS

Regular Municipal Election November 2, 2021 Registered Voters 23,876 City Ballots Cast 3,535 * Percentage Voted 14.8 %

PRECINCTS	101*	102	103 *	104 *	106 *	108 *	301	302	303 *	304	305 *	405	408 *	409	TOTAL
Early Ballots Cast	258	110	0	0	1	0	161	511	59	345	0	25	7	580	2,058 *
Reg. Ballots Cast	197	94	0	0	0	0	125	396	53	218	0	22	4	368	1,477
Total Ballots Cast	455	204	0	0	1	0	286	907	112	563	0	47	11	948	3,535 *
Registered Voters	4,088	2,402	0	3	12	0	2,396	6,397	546	2,970	0	611	71	4,380	23,876
% of registered voters casting ballots by precinct	11.13%	8.49%	0%	0%	8.33%	0%	11.94%	14.18%	20.51%	18.96%	0%	7.69%	15.49%	21.64%	14.8%

*Split Precincts – Some voters in these precincts are inside the Sherman City Limits and some are outside the Sherman City Limits;
Only voters inside the Sherman City Limits are allowed to vote the Sherman Ballot

Voter Statistics

RACES	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Mayor			
Sandra Melton	687	587	1,274
David Plyler	1,344	868	2,212
Council Member, At-Large, Place 1			
Henry Marroquin	966	721	1,687
Kevin Couch	1,004 *	679	1,683 *
Council Member, At-Large, Place 2			
André Luper	741	592	1,333
Juston Dobbs	1,197	787	1,984

* Results of the At-Large, Place 1 position after the Recount Petition – 1 additional mail ballot counted for Kevin Couch – no designation of precinct

CITY OF SHERMAN, TEXAS

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Voter Statistics by Precincts

PRECINCTS	101 *	102	103 *	104 *	106 *	108 *	301	302	303 *	304	305 *	405	408 *	409	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Mayor																	
Sandra Melton	210	111	0	0	1	0	102	311	30	174	0	14	6	315	687	587	1,274
David Plyler	238	89	0	0	0	0	180	581	81	384	0	33	5	621	1,344	868	2,212
Council Member, At–Large, Place 181																	
Henry Marroquin	254	109	0	0	0	0	116	394	43	291	0	17	6	457	966	721	1,687
Kevin Couch	174	78	0	0	1	0	151	472	67	252	0	29	4	454	1,004 *	679	1,683 *
Council Member, At–Large, Place 2																	
André Luper	247	137	0	0	1	0	103	332	24	179	0	9	5	296	741	592	1,333
Juston Dobbs	173	53	0	0	0	0	156	517	81	358	0	36	4	606	1,197	787	1,984

* Results of the At-Large, Place 1 position after the Recount Petition – 1 additional mail ballot counted for Kevin Couch – no designation of precinct

RECOUNT CERTIFICATION-NOVEMBER 2, 2021 CITY OF SHERMAN ELECTION

		Marroquin	Couch	Verified
EARLY VOTING	MAIL BALLOTS			
EV	Sherman EA Main	123	193	2H
EV	Sherman Lobby	752	677	2H
EV	Denison	75	109	2H
EV	Pottsboro	7	18	2H
EV	Van Alstyne	6	5	2H
EV	Whitesboro	1	0	2H
EV		2	2	2H
ELECTION DAY	ELECTION DAY SITES			
Bells	Bells City Hall	0	0	2H
Collinsville	Collinsville Community Bldg.	0	0	2H
Denison	Grayson County Sub-Courthouse	3	3	2H
Denison	Parkside Baptist Church	1	3	2H
Denison	Mt. Olive Baptist Church	2	0	2H
Denison	Southside Baptist Church	0	0	2H
Denison	Grayson College	12	4	2H
Gordonville	Gordonville Baptist Church	0	0	2H
Gunter	Gunter First Baptist Church	0	4	2H
Howe	Howe Community Ctr.	4	2	2H
Pottsboro	Pottsboro ISD Administration	0	2	2H
Sadler	Sadler Baptist Church	0	1	2H
Sherman	Election Administration	298	259	2H
Sherman	Election Administration-Lobby	74	62	2H
Sherman	Luella First Baptist Church	2	3	2H
Sherman	Progressive Baptist Church	19	11	2H
Sherman	Faith Church	129	190	2H
Sherman	Municipal Ballroom	67	31	2H
Sherman	United Way of Grayson County	41	25	2H
Sherman	Texoma Council of Governments	63	76	2H
Tioga	Fire Dept. Meeting Room	0	0	2H
Tom Bean	First National Bank of Tom Bean	0	0	2H
Van Alstyne	Grayson College-South Campus	4	1	2H
Whitesboro	Whitesboro City Hall	1	2	2H
Whitewright	Whitewright Church of Christ	1	0	2H

1,687 1,683

Manual recount has been completed and required documents have been delivered to the Recount Supervisor.

Linda Ashby
Recount Supervisor-Linda Ashby/City of Sherman

11/10/2021
Date

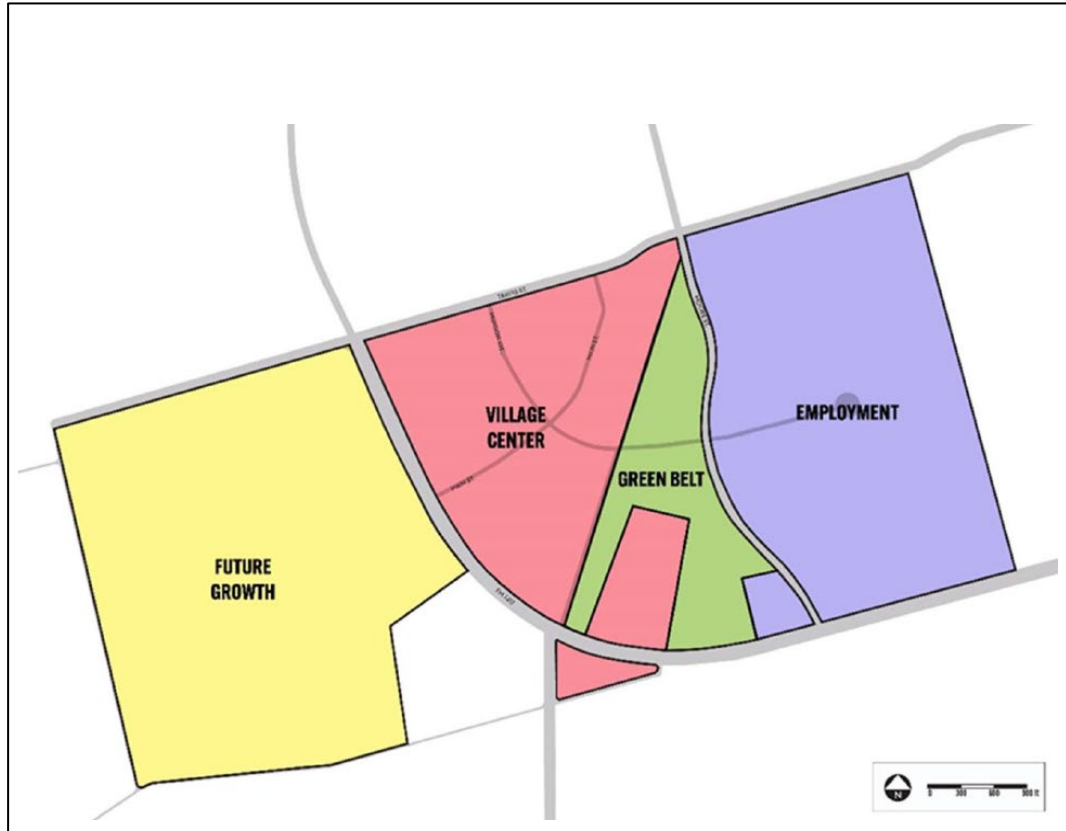
Tamie Hayes
Election Administrator-Tamie Hayes/Grayson County

11-10-2021
Date

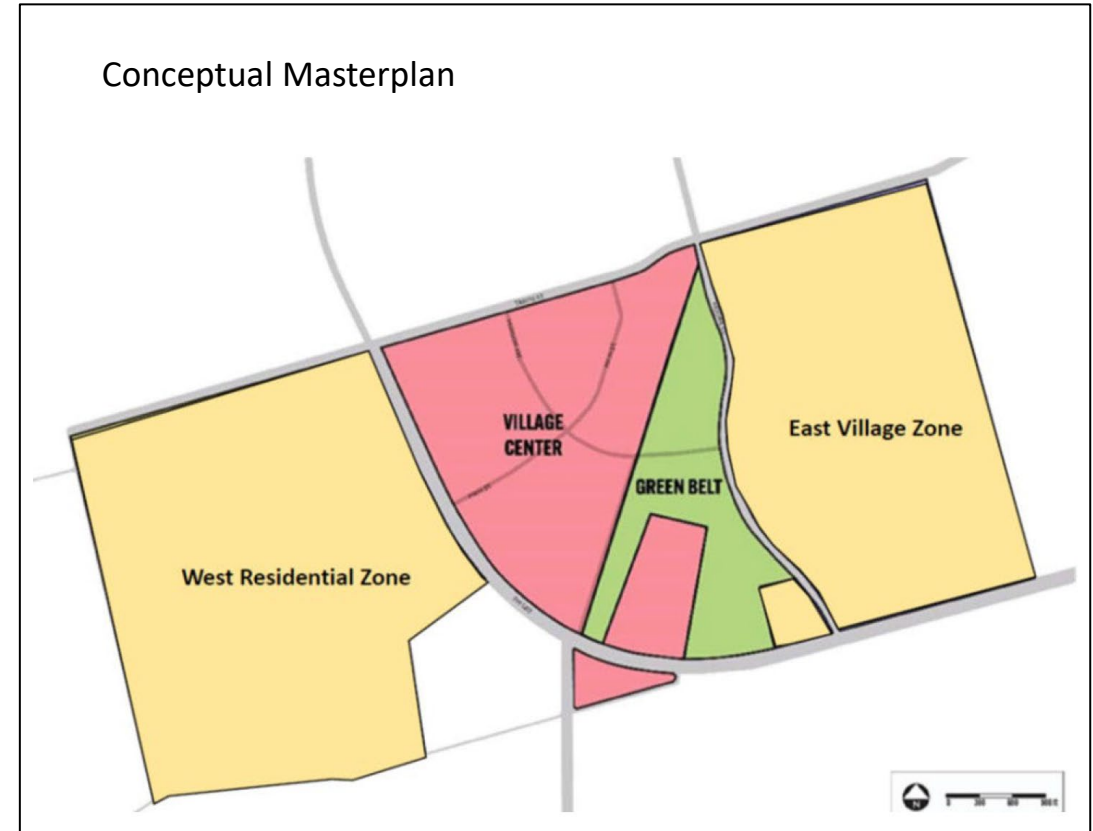
Wambrock

The Village Planned Development - Rezoning

Previous Planned Development



Proposed Planned Development

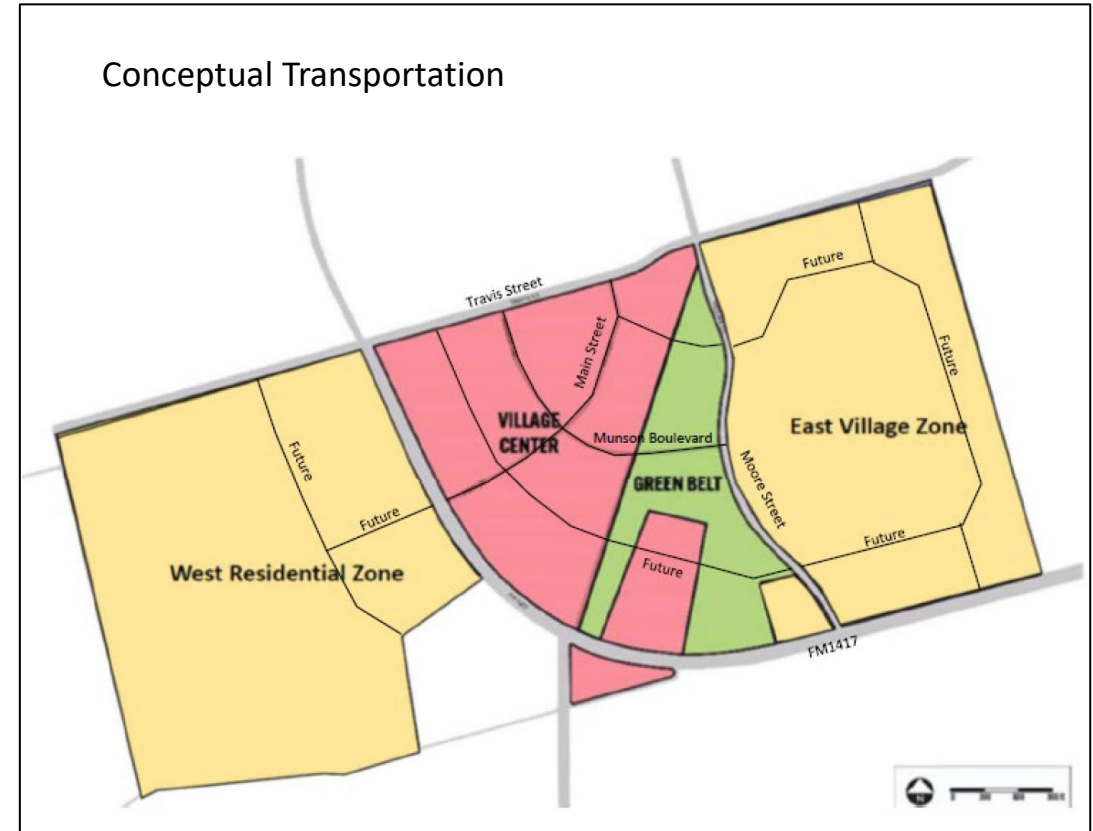


The Village Planned Development - Rezoning

Previous Planned Development



Proposed Planned Development

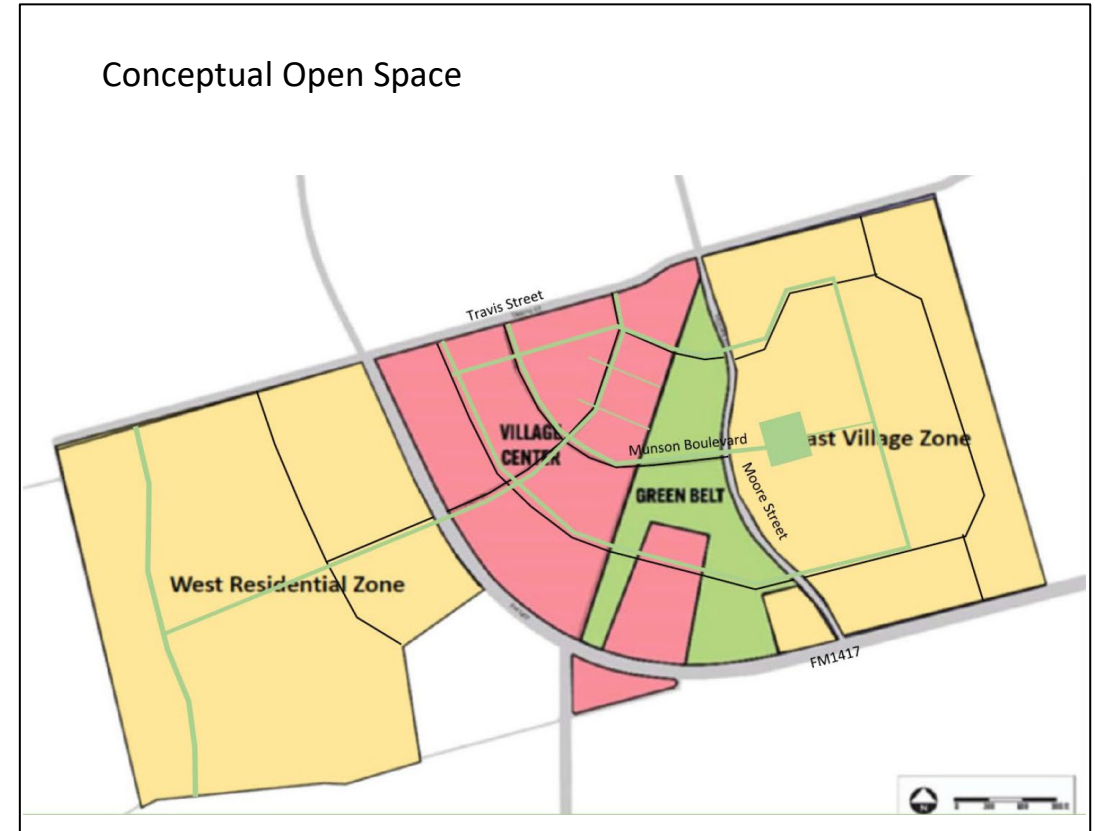


The Village Planned Development - Rezoning

Previous Planned Development

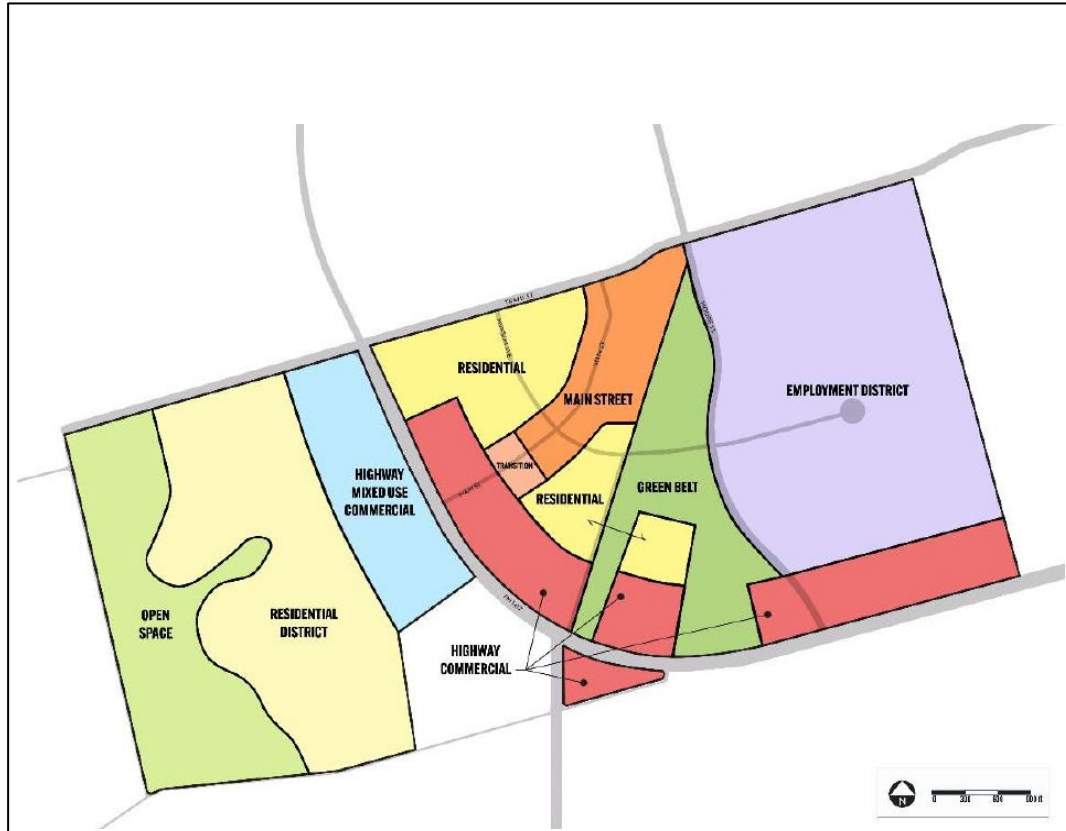


Proposed Planned Development

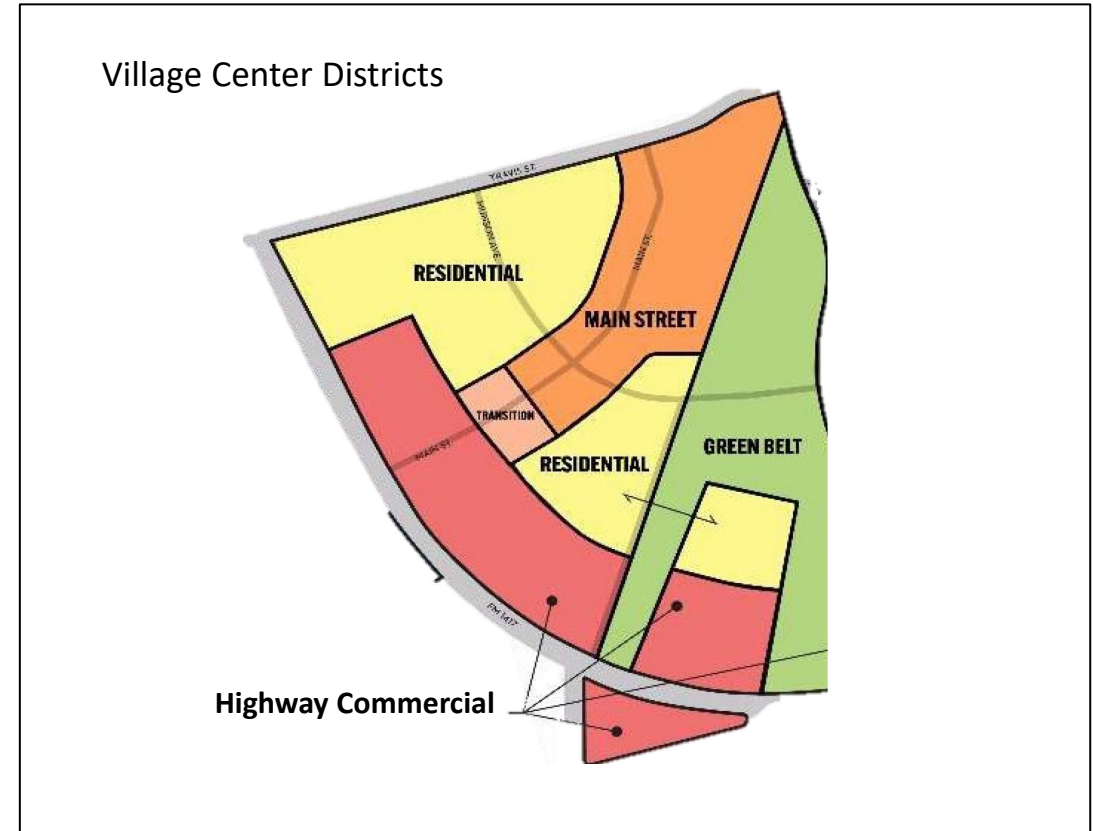


The Village Planned Development - Rezoning

Previous Planned Development

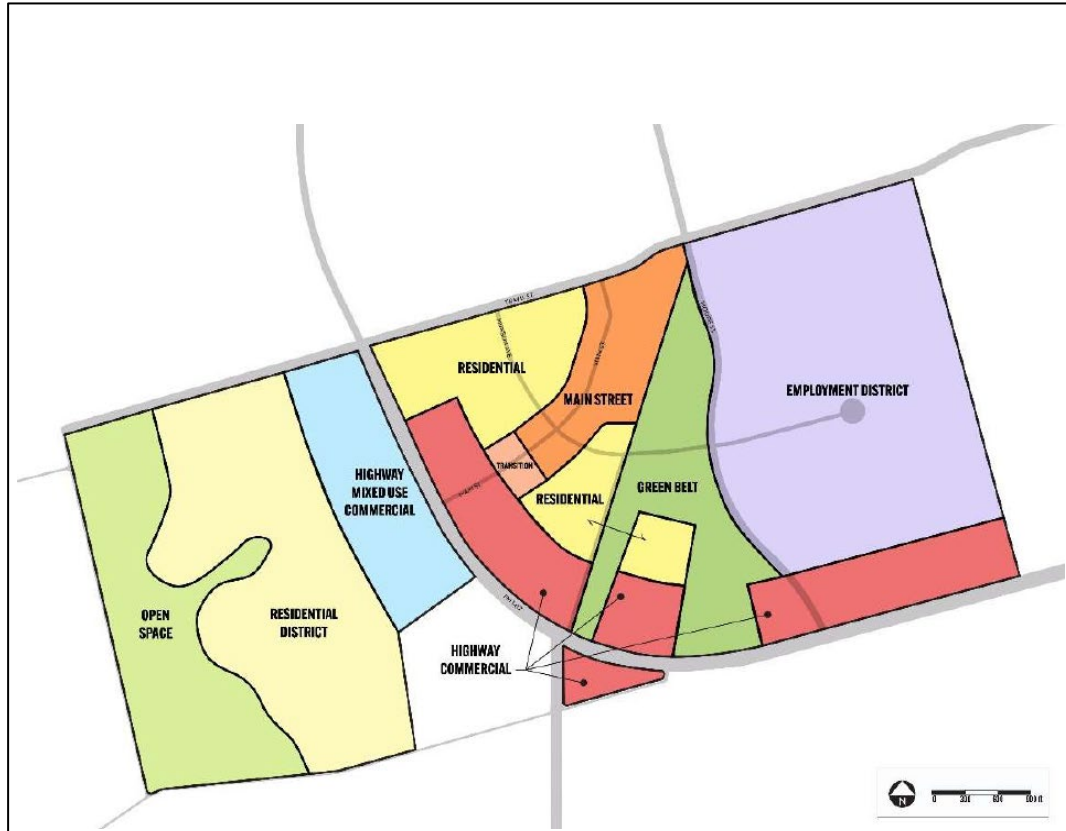


Proposed Planned Development



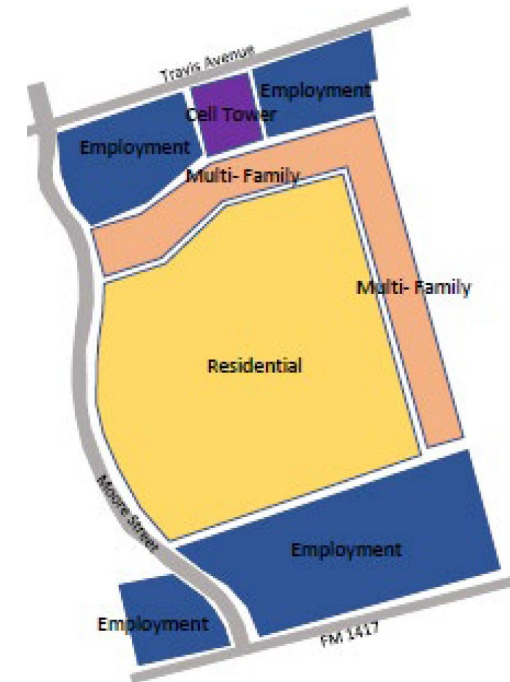
The Village Planned Development - Rezoning

Previous Planned Development



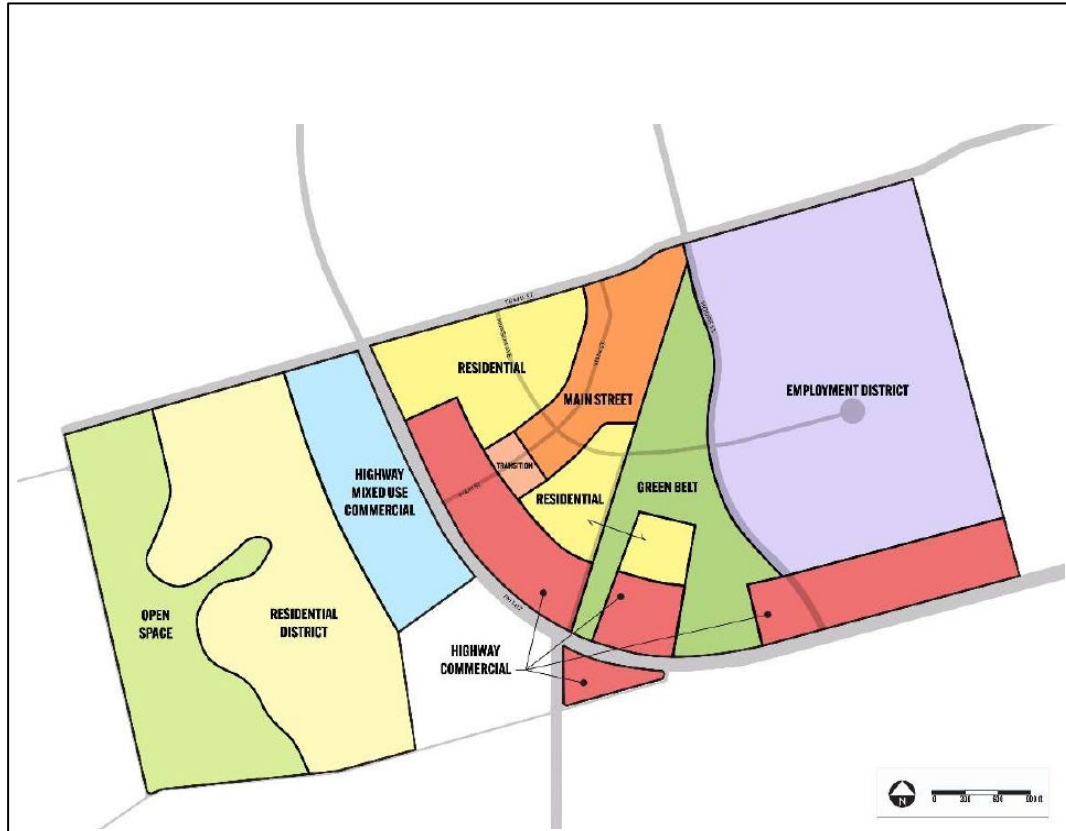
Proposed Planned Development

East Village Districts

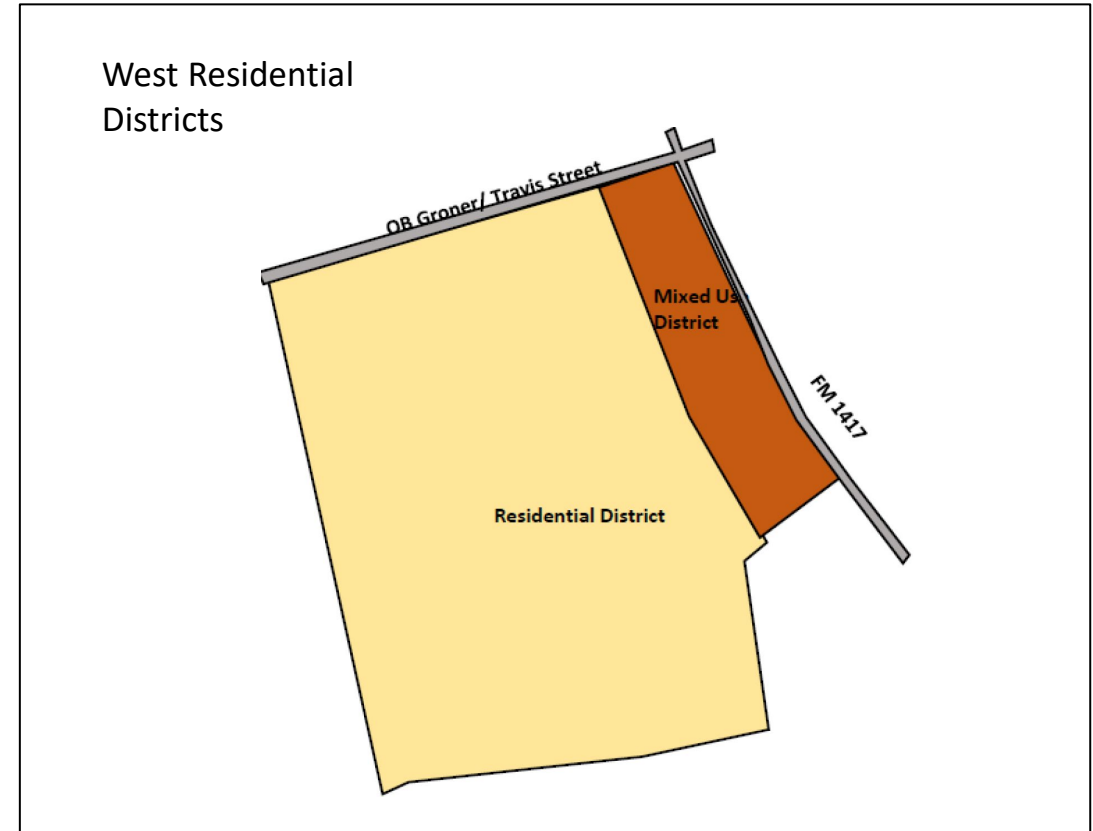


The Village Planned Development - Rezoning

Previous Planned Development



Proposed Planned Development

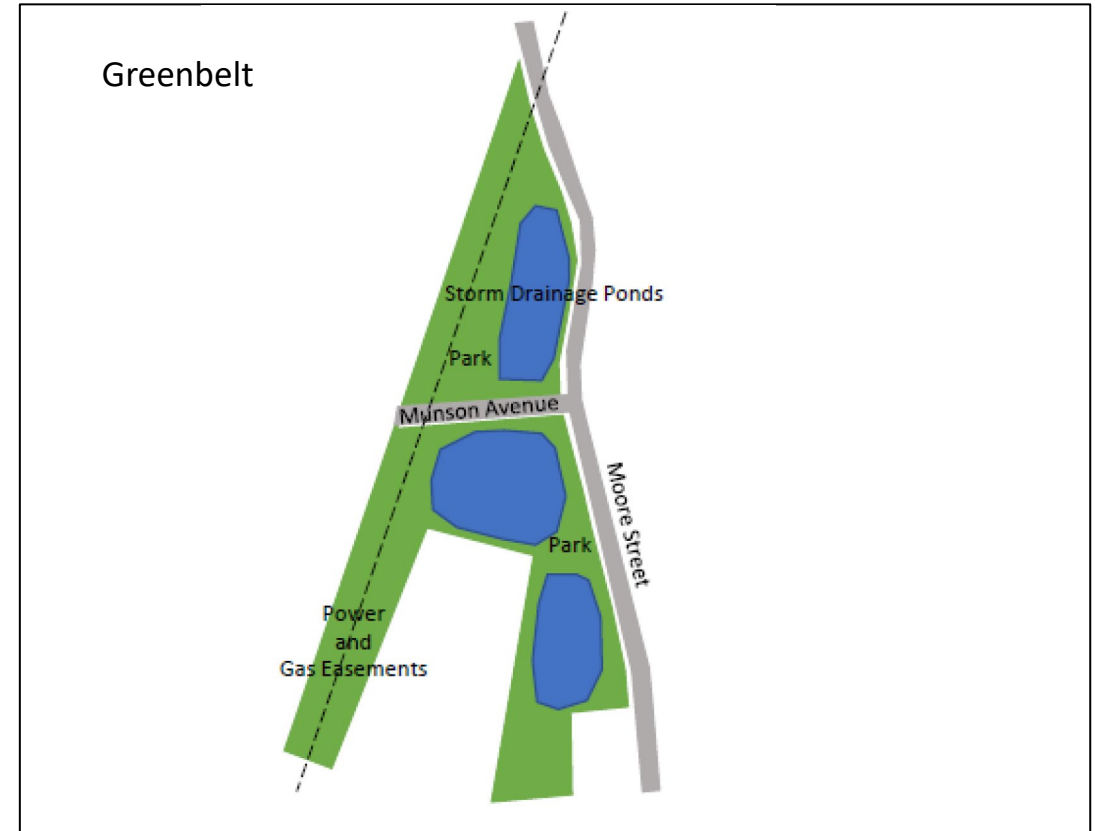


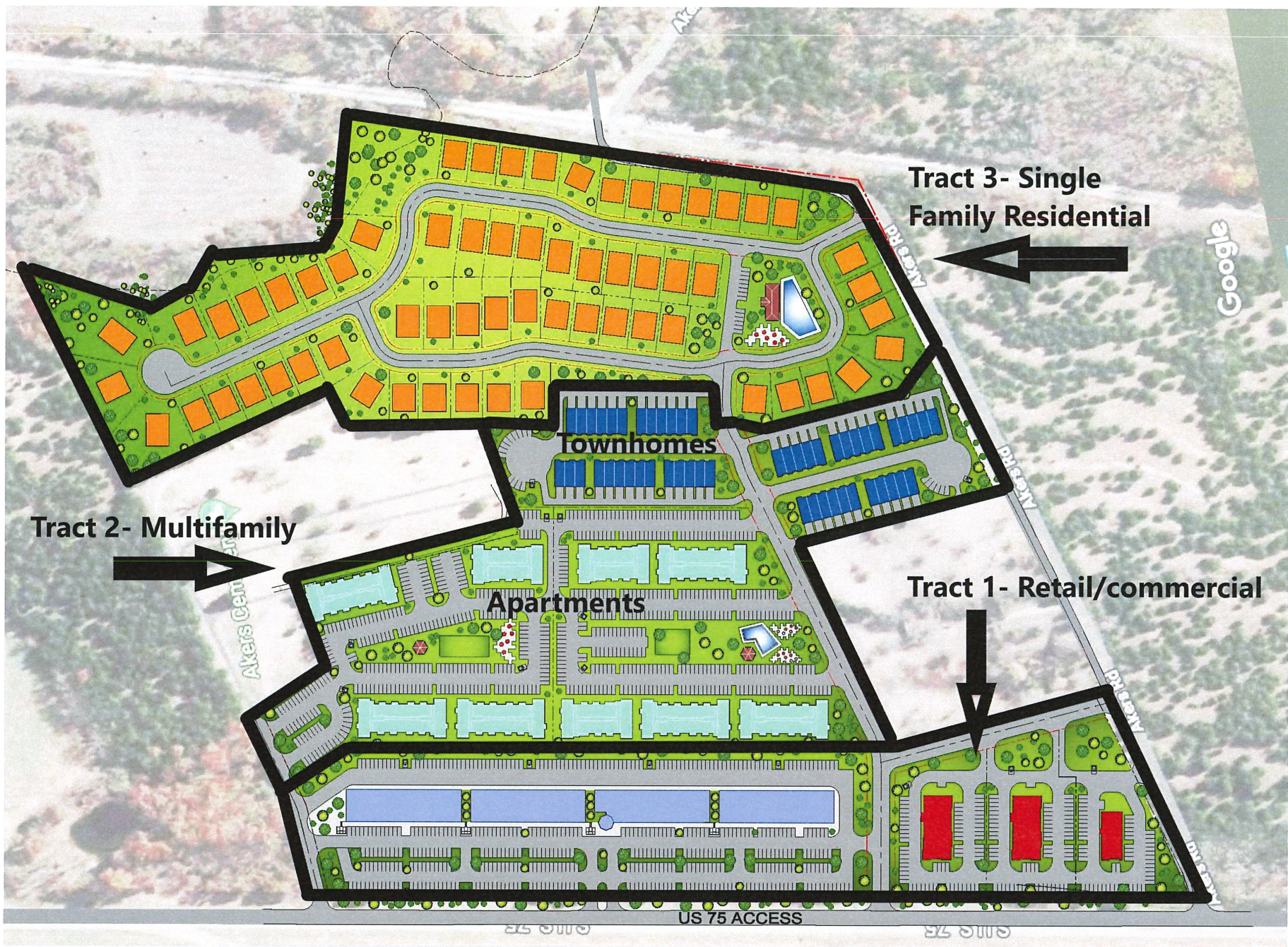
The Village Planned Development - Rezoning

Previous Planned Development

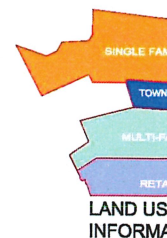


Proposed Planned Development





LE



Tract 2- Multifamily



Tract 3- Single Family Residential



Tract 1- Retail/commercial



Apartments

Townhomes

US 75 ACCESS

Animal Services Contract Update

History

Sherman has the only government ran animal shelter in the County.

Historically, we have charged \$50/ animal for other agencies to use the shelter. We have assumed all costs after that.

County brought in 20% of the animal population into the shelter in FY20.

FY20 Budget \$951,665.28

County paid \$25,700.00 = Approximately 2.7% of expenses

Proposed fee structure consistent with Collin County

Total Intake = 2564

Grayson County Intake = 531

Grayson County brought 20.7% of the animals into the shelter in FY20

FY22 Animal Services Budget Direct Costs= \$1,025,998

FY 22 Animal Services Indirect Costs = \$102,600

Full Cost/Animal = \$440

Grayson County Payment \$233,731

Other cities would pay based upon the percentage of animals they brought into the shelter the previous full FY.

Based on previous full FY (FY20)

Implementation

- We are currently operating under an expired agreement.
- Timing of this issue did not allow County to build the higher fees into their budget.
- Flexible implementation dates:
 - January 1 2022
 - April 1 2022
 - July 1 2022
 - As directed by council



City Council Regular Meeting

C. 1.

Meeting Date: 12/06/2021

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

E. 7. *RESOLUTION NO. 6818

Authorizing Execution of an Encroachment Agreement with Enterprise Texas Pipeline, LLC for the Installation of a Twenty-four (24) foot wide Access Drive, Parking, and a Twenty-four (24) inch Drainage Pipe within the 50' Pipeline Easement as filed in Volume 4518, Page 741, Official Public Records, Grayson County, Texas, for Entry Purposes to Lot 1 of the Proposed Sherman PD Facility on West Travis Addition in the City of Sherman

E. 8. *RESOLUTION NO. 6819

Authorizing the Purchase of a New Single Turner Valve Maintenance Trailer from E.H. Wachs for the Distribution Services Department through the Texas Local Government Purchasing Cooperative (BuyBoard)

E. 9. *RESOLUTION NO. 6820

Authorizing the Purchase of a New Compact Mini Excavator from Holt Cat for the Distribution Services Department through Sourcewell Purchasing Cooperative

E. 10. *RESOLUTION NO. 6821

Authorizing the Purchase of a New International MV607 Dump Truck from Southwest International for the Distribution Services Department through the Texas Local Government Purchasing Cooperative (BuyBoard)

E. 11. *RESOLUTION NO. 6822

Authorizing the Purchase of a new 2022 Ford F250 Crew Cab 4x4 from Silsbee Ford for the Distribution Services Department through TIPS

E. 12. *RESOLUTION NO. 6823

Authorizing the Purchase of a New Rovver X Sewer Camera from EnviroSight for the Distribution Services Department through the Texas Local Government Purchasing Cooperative (BuyBoard)

E. 13 *RESOLUTION NO. 6824

Authorizing the Purchase of a New Kubota Skid Steer from Zimmerer Kubota for the Distribution Services Department through the Texas Local Government Purchasing Cooperative (BuyBoard).

E. 14. *RESOLUTION NO. 6825

Authorizing the Purchase of Two (2) 2022 Ford F150 Crew Cab Trucks for the Sherman Fire Department and the Emergency Management Department for Silsbee Ford Through the TIPS Purchasing Cooperative

E. 15. *RESOLUTION NO. 6826

Authorizing Execution of an Interlocal Agreement with the City of Southlake for Potential Savings in Purchasing Various Goods and Services

F. 1. *REQUEST TO ADVERTISE

Annual Supply of Water Chemicals

F. 2. *REQUEST TO ADVERTISE

Annual Services for Finish and Rough Mowing of Various City Properties



City Council Regular Meeting

C. 2.

Meeting Date: 12/06/2021

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:

G. 3. **OTHER BUSINESS

Replat approval of Lot 1 and part of Lot 3, Block 3, R.A. King Addition, being a Replat of Lot 1 and part of Lot 3, Block 3 of the R.A. King Addition, being 0.269 acres in the Samuel Blagg Survey, Abstract No. 56, also being all of Lot 1 and part of Lot 3, Block 3, Robert A. King's Addition; James Garza, Owner; George Odwesso, Developer; and Underwood Drafting & Surveying, Surveyor (702 South Montgomery Street)

G. 4. **OTHER BUSINESS

Replat approval of the North 70 ft. of Lot 3, Block 4, W.D. Fitch Addition, being 0.225 acres in the G.B. Pilant Survey, Abstract No. 963 and being the north 70' of Lot 3, Block 4, W.D. Fitch Addition; M&G Home Builders, Owner; and Helvey-Wagner Surveying, Inc, Surveyor (1207 South First Street)

G. 5. **OTHER BUSINESS

Replat approval of the South 31 ft. of Lot 3 and the North 39 ft. of Lot 5, Block 3, Robert A. King's Addition, being 0.241 acres in the Samuel Blagg Survey, Abstract No. 56, also being the South 31 ft. of Lot 3 and the North 39 ft. of Lot 5, Block 3, Robert A. King's Addition; Rivera & Cintron, LLC, Owners and Helvey-Wagner Surveying, Inc., Surveyor (708 South Montgomery Street)

G. 6. **OTHER BUSINESS

Final Plat approval of Laurel Creek Addition, Section Four, being 9.620 acres in the J.B. McAnair Survey, Abstract No. 763, Mitchell Enterprises, LTD, Owner; Vilbig & Associates, PLLC, Civil Engineer; and Helvey-Wagner Surveying, Inc., Surveyor (400 Block Laurel Creek Drive)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 1.

Meeting Date: 12/06/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6435

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 Paint Booth in an M-1 (Light Manufacturing) District/O-1.2 (Sam Rayburn) Overlay District at 2005 South Sam Rayburn Freeway, being Lot 1, Block 43R of the Replat of Block 43R, Lot 1 South Side Addition (FRHP Lincolnshire, LLC, Owner; Camping World, Tenant; and Coree Corbin, Corbin Design Company, 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 Paint Booth in an M-1 (Light Manufacturing) District/O-1.2 (Sam Rayburn) Overlay District at 2005 South Sam Rayburn Freeway, being Lot 1, Block 43R of the Replat of Block 43R, Lot 1 South Side Addition (FRHP Lincolnshire, LLC, Owner; Camping World, Tenant; and Coree Corbin, Corbin Design Company, Representative)

Background:

The property is located at 2005 South Sam Rayburn Freeway, the southeast corner of Wilson Avenue and South Sam Rayburn Freeway; Camping World is the tenant. The property is zoned an M-1 (Light Manufacturing) District.

The following has been approved for the property:

- Exception to allow a 6' fence in lieu of the allowed 4' - February 11, 1992
- Variance to allow a 2' front setback for an electronic message center addition to an existing freestanding sign for a total face area of 224 square foot in lieu of the required 40' front setback in an M-1 (Light Manufacturing) District/O-1.2. (Sam Rayburn) Overlay District. - January 19, 2016
- Specific Use Permit to allow a parking lot extension for additional RV storage in a C-1 (Retail Business) District/O-1.2 (Sam Rayburn Overlay) District. (P&Z Condition: Provide 8' wood fence on the east side adjacent to residential properties and review the SUP 1 year from the time of the Certificate of Occupancy Permit is issued. - November 5, 2018 (Ord. 6164)

Camping World would like to install a spray paint booth inside their Maintenance Facility to paint RV's and RV parts.

Origination:

FRHP Lincolnshire, LLC (Owner)
Camping World (Tenant)
Coree Corbin, Corbin Design Company (Representative)

Financial Consideration:

None

Staff Recommendation:

At the November 16, 2021 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 and meeting the requirements of the Pretreatment Department.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6435
Exhibit A
Location Map
Zoning Map
Zoning Sign Photo
Site Plan/Submittals
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6435

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 PAINT BOOTH IN AN M-1 (LIGHT MANUFACTURING) DISTRICT/O-1.2 (SAM RAYBURN) OVERLAY DISTRICT AT 2005 SOUTH SAM RAYBURN FREEWAY, BEING LOT 1, BLOCK 43R OF THE REPLAT OF BLOCK 43R, LOT 1 SOUTH SIDE ADDITION (FRHP LINCOLNSHIRE, LLC, OWNER; CAMPING WORLD, TENANT; AND COREE CORBIN, CORBIN DESIGN COMPANY, 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, FRHP Lincolnshire, LLC (Owner), Camping World (Tenant) and Coree Corbin, Corbin Design Company (Representative concerning the property located at 2005 South Sam Rayburn Freeway, being Lot 1, Block 43R of the Replat of Block 43R, Lot 1 South Side Addition are granted a Specific Use Permit to allow a Paint Booth in an M-1 (Light Manufacturing) District/O-1.2 (Sam Rayburn) 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**:

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 M-1 (Light Manufacturing) District, the O-1.2 (Sam Rayburn) Overlay District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.8; Sec. 6.13.3, 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. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
5. A parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
6. The trash dumpster must be located inside the main building area and screened. (*Chapter 14, Exhibit A, Section 7, Subsection 13(d)(4)*)
7. The property must be properly maintained in a state of good repair and neat appearance.
8. The property and use shall comply with all City, Federal and State regulations.
9. Violations of the conditions of the SUP will terminate the Specific Use Permit.
10. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires or parts allowed.
11. 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.
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. Approved fire lane shall be striped prior to issuance of Certificate of Occupancy.
14. Drainage and dumpster items to be addressed prior to issuance of Certificate of Occupancy.

Planning and Zoning Commission:

15. Meeting all requirements of the Pretreatment Department.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Section 2, Ordinance No. 2280.

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

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

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

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

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

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

INTRODUCED on this the 6th day of December, 2021.

ADOPTED on this the 6th day of December, 2021.

EFFECTIVE DATE on this the 6th day of December, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

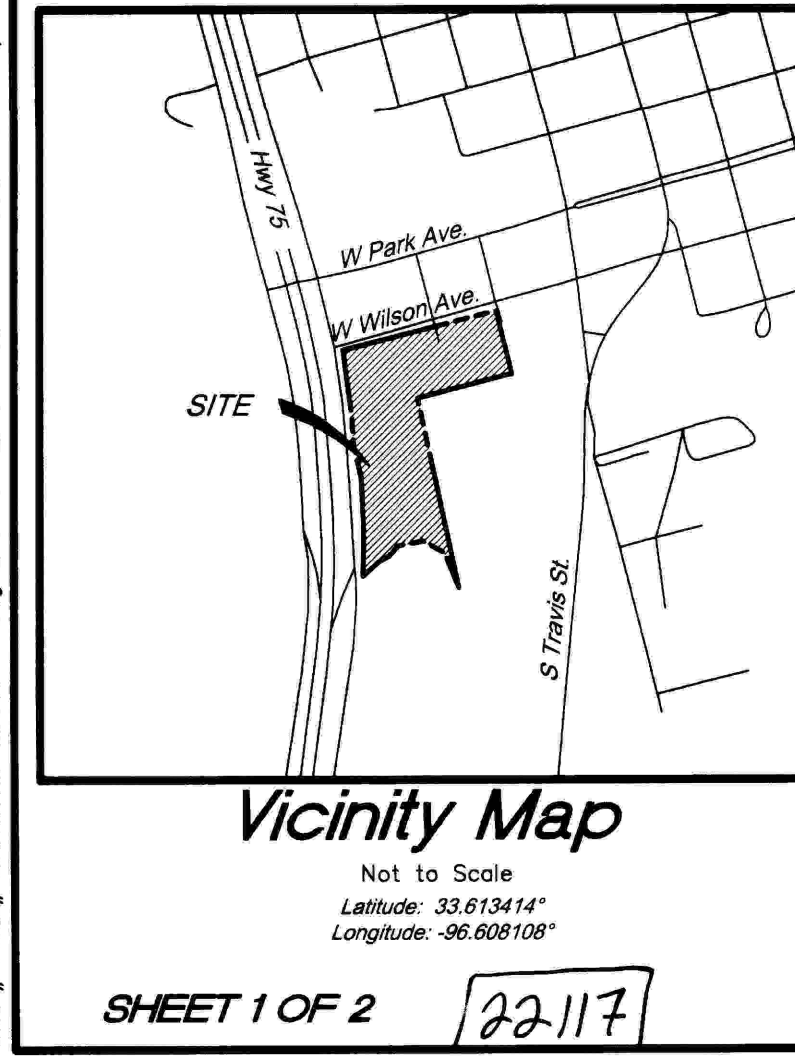
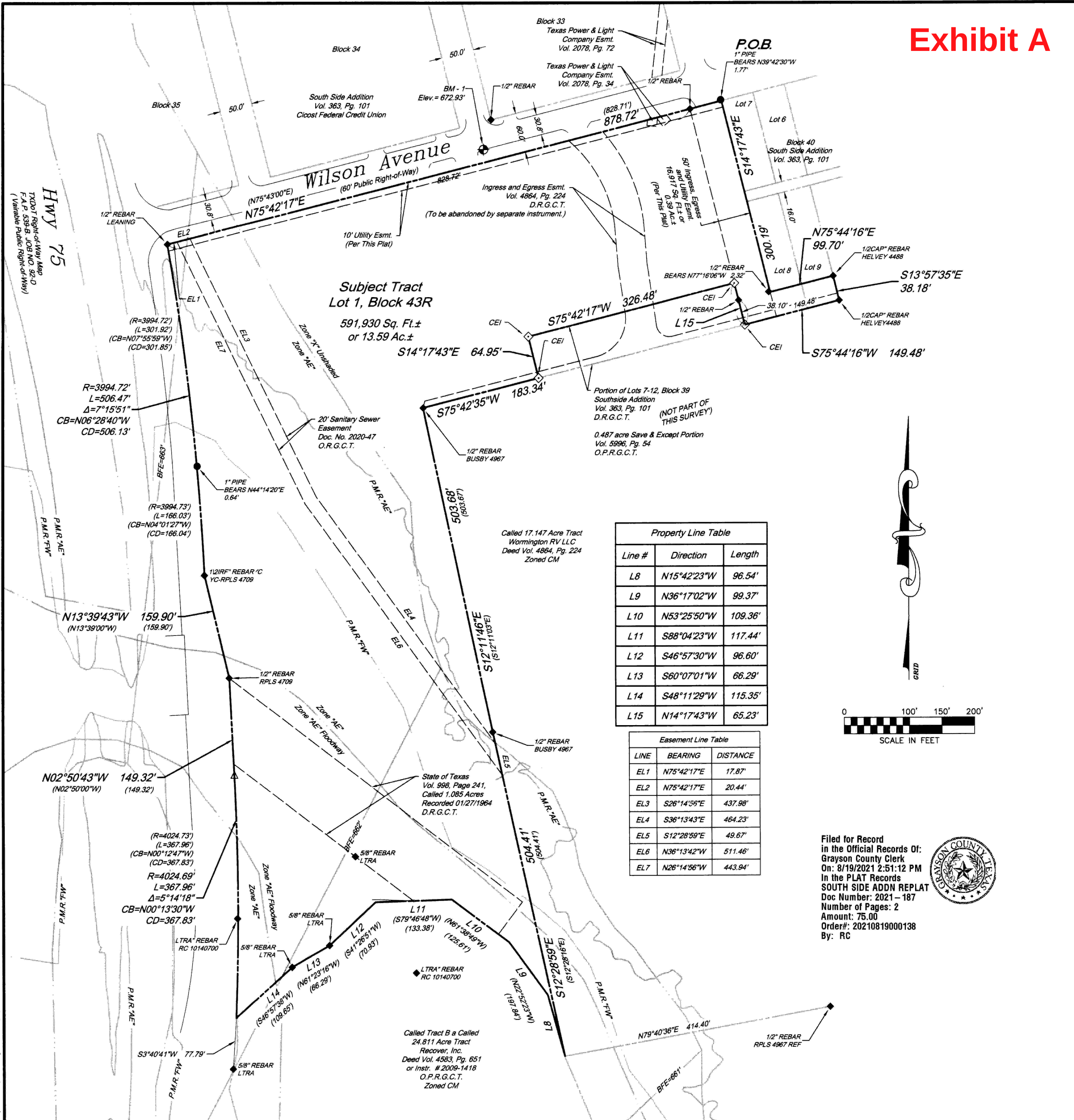
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Exhibit A



Re-Plat of Block 43R, Lot 1, South Side Addition
Being a Re-Plat of the Final Plat of Block 43R, Lot 1, South Side Addition
An Addition to the City of Sherman, Grayson County, Texas
out of the Preston Kitchen Survey, Abstract No. 667, as recorded in Doc. No. 2020-47, O.R.G.C.T.

CEI Engineering Associates, Inc.
ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS

3108 SW REGENCY PKWY
BENTONVILLE, AR 72712 (479) 273-9472
CORPORATE OFFICE: TBP/LS FIRM: #10031500

3030 LBI FREEWAY
DALLAS, TX 75234 (972) 488-3737
DALLAS OFFICE: TBP/LS FIRM: #10194234

Engineers/Surveyors:
CEI Engineering Associates, Inc.
3108 SW Regency Parkway, Suite 2
Bentonville, AR 72708
Phone: (479) 273-9472
Fax: (479) 271-0536
Engineering Contact: David Tipton
Surveyor: James Barnett

Owner / Owners:
Parcel #166574 & #167090
FRHP Lincolnshire LLC
280 Parkway Dr. Ste 270
Lincolnshire, IL 60069

PROPERTY DESCRIPTION:
BEING a 13.59 acre tract of land situated in the Preston Kitchen Survey, Abstract No. 667, City of Sherman, Grayson County, Texas, also being multiple tracts granted to FRHP Lincolnshire, LLC, as recorded in Special Warranty Deed, Volume 5996, Page 54, Official Public Records of Grayson County, Texas (O.P.R.G.C.T.), said multiple tracts are referred to as follows:
Tract No. 1, being a 13.59 acre tract, being a portion of a 26.318-acre tract recorded in Vol. 2255, Pg. 473 Real Property Records of Grayson County, Texas (R.P.R.G.C.T.);
Tract No. 3, being all of Blocks 38, 39 and a portion of Block 37 as shown on the map entitled "Re-Plat of Block No. 4, 5, 6, 15, 16, 17, 28, 31, 40 and 41 of South Side Addition to the City of Sherman, by the Sherman Manufacturing Co." as recorded in Vol. 363, Pg. 101, Deed Records of Grayson County, Texas (D.R.G.C.T.), being a 5.809-acre tract, except a called for 0.487-acre portion of Lots 7-12 of said Block 38;
Tract No. 4, being a 0.888-acre tract, except a called for 0.487-acre portion of Lots 7-12 of said Block 38, said Tract No. 4 being a being a portion of Cottage Avenue (Unimproved), abandoned by City Ordinance 4880, described in Quitclaim Deed, Vol. 2067, Pg. 608 O.P.R.G.C.T.;
Said herein described tract also being all of Elm Avenue (Ruek Street), a 50-foot Public R.O.W. (Unimproved), being a 0.34 acre tract, abandoned by City Ordinance No. 6082, recorded in Instrument No. 2017-28238, O.P.R.G.C.T.;
More particularly described by metes and bounds based on the fieldwork that was completed on September 16, 2020 from an actual on the ground survey of the herein described tract, it was performed by CEI Engineering Associates, Inc., under the supervision of James Barnett RPLS #6596, with the Basis of Bearings being established by NAD83, State Plane Coordinates, Texas North Central Zone, using the RTKNet.com network;
BEGINNING at the Northwest corner of Lot 7, Block 40 of aforementioned South Side Addition, from which a 1 inch Iron Pipe found bears North 34°23'00" West 1.77 feet, for the Northeast corner of aforementioned Tract No. 3, also being the intersection of the South Right-of-Way (R.O.W.) line of Wilson Avenue, a 60-foot Public R.O.W. with the East R.O.W. line of aforementioned Elm Avenue;
THENCE South 14°17'43" East, 300.19 feet along the West property line of Lot 7 and Lot 8 of Block 40, South Side Addition Vol. 363, Pg. 101 to a point on the East line of said Elm Avenue, being a common corner on the North R.O.W. line of aforementioned Cottage Avenue from which a 1/2-inch Rebar bears North 77°16'06" West, 2.32 feet;
THENCE departing said East line, along said North line, North 75°44'16" East 99.70 feet, to a found 1/2-inch Rebar with cap stamped "HELVEY 4488", being a point on the East line of said portion of Cottage Avenue;
THENCE departing said North line, along said East line, South 13°57'35" East, 38.18 feet to a found 1/2-inch Rebar with cap stamped "HELVEY 4488", being the Southeast corner of said portion of Cottage Avenue, also being a point on the North line of a called 17.147-acre tract, granted to Worthington RV, LLC, recorded in Vol. 4864, Pg. 224, D.R.G.C.T.;
THENCE with said North line, South 75°44'16" West, 149.48 feet to the Southeast corner of aforementioned 0.487-acre portion, being a set 5/8-inch Rebar with cap stamped "CEI ENG ASSOC INC." (CEI);
THENCE leaving said North line along the boundary of said 0.487-acre portion the following three (3) calls:
1. North 14°17'43" West, 38.10 feet passing a found 1/2" rebar, with a total distance of 65.23 feet to a set 5/8-inch Rebar, CEI;
2. South 75°42'17" West, 326.48 feet to a set 5/8-inch Rebar, CEI;
3. South 14°17'43" East, 64.95 feet to a point on the aforementioned North line of aforementioned 17.147-acre tract, being a set 5/8-inch Rebar, CEI;
THENCE leaving said 0.487-acre portion boundary along the said North line South 75°42'35" West, 183.34 feet to a 1/2-inch Rebar "Busty 4967" being the Northwest corner of said 17.147-acre tract, also being the previous Northeast corner of aforementioned Tract No. 1;
THENCE departing said North line, with the West line of said 17.147-acre tract, South 12°11'46" East, 503.68 feet to a 1/2-inch Rebar "Busty 4967";
THENCE continuing with said West line, South 12°28'59" East, 504.41 feet to a point in the center of Post Oak Creek, also being the Southwest corner of said 17.147-acre tract, also being the Northeast corner of a tract granted to Harvey Timothy EL AL, recorded in Vol. 3514, Pg. 472, O.P.R.G.C.T., also being the Northwest corner of a called 6.429-acre tract granted to Recovery, Inc., recorded in Vol. 4583, Pg. 651, O.P.R.G.C.T., also being the previous Southeast corner of aforementioned Tract No. 1, also being the Southeast corner of herein described tract;
THENCE departing said West line, with the contiguous South line of said 6.429-acre tract and the herein described tract, along the center of Post Oak Creek, (field located January 29, 2020) the following seven (7) courses:
1. North 15°42'23" West, 96.54 feet;
2. North 36°17'02" West, 99.37 feet;
3. North 53°25'50" West, 109.36 feet;
4. South 88°04'23" West, 117.44 feet;
5. South 46°57'30" West, 96.60 feet;
6. South 60°07'01" West, 66.29 feet;
7. South 48°11'28" West, 115.35 feet to a point on the curve to the left having a radius of 4,024.69 feet and a central angle of 5°14'16" and having a chord which bears North 00°13'30" West, and a chord distance of 367.83 feet, being on the East R.O.W. boundary of U.S. Highway No. 75, being the Northwest corner of said 6.429-acre tract, also being the Southwest corner of said Tract No. 1, also being the Southwest corner of herein described tract;
THENCE in a Northerly direction with said R.O.W. boundary the following four courses:
1. Along said curve to the left an arc distance of 229.33 feet passing a found 5/8" rebar with a red plastic cap stamped "LTRA 10140700", a total distance of 367.86 feet to a point;
2. North 02°50'43" West, 149.32 feet to a found 1/2-inch Rebar "RPLS 4709";
3. North 13°38'43" West, 159.80 feet to a found 1/2-inch Rebar with yellow cap "RPLS 4709", being the start of a curve to the left having a radius of 3994.72 feet and a central angle of 7°15'51" and having a chord which bears North 06°28'40" West, and a chord distance of 506.13 feet;
4. Along said curve to the left an arc distance of 506.47 feet to a found 1/2-inch Rebar, being the Southwest corner of aforementioned 17.147-acre tract, also being the previous Northwest corner of aforementioned Tract No. 3, also being the Northwest corner of herein described tract;
THENCE departing said East R.O.W. boundary, with said South R.O.W. line, North 75°42'17" East, passing a 1/2-inch Rebar at 828.72 feet and continuing for a total distance of 878.72 feet to the POINT OF BEGINNING containing 591.930 square feet or 13.589 acres of land more or less.

CERTIFICATE OF ACCEPTANCE:
Accepted by the City Council of the City of Sherman
Mayor, City of Sherman, Texas
The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing plat of Re-Plat of Block 43R, Lot 1, South Side Addition, an addition to the City of Sherman, Texas, was submitted to the City Council on the 18th day of August, 2021, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to execute the acceptance thereof by signing his name as hereinabove subscribed.
Witness my hand this 18th day of August, 2021.
Suzie Ashby
City Clerk, City of Sherman, Texas
PLANNING AND ZONING COMMISSION CERTIFICATE OF ACCEPTANCE:
Accepted this 14th day of February, 2021, by Operation of the Law.
Chairman Secretary
SURVEYOR'S CERTIFICATION
KNOW ALL MEN BY THESE PRESENTS:
That I, Raul Dominguez Reyes, 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 were properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.
Raul Dominguez Reyes, TX RPLS No. 5390
Date July 27 2021

Re-Plat of Block 43R, Lot 1, South Side Addition
Being a Re-Plat of the Final Plat of Block 43R, Lot 1, South Side Addition
An Addition to the City of Sherman, Grayson County, Texas
out of the Preston Kitchen Survey, Abstract No. 667, as recorded in Doc. No. 2020-47, O.R.G.C.T.

Plat Preparation Date: September, 2020

CEI Engineering Associates, Inc.
ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS

3108 SW REGENCY PKWY
BENTONVILLE, AR 72712 (479) 273-9472
CORPORATE OFFICE: TBP/LS FIRM: #10031500

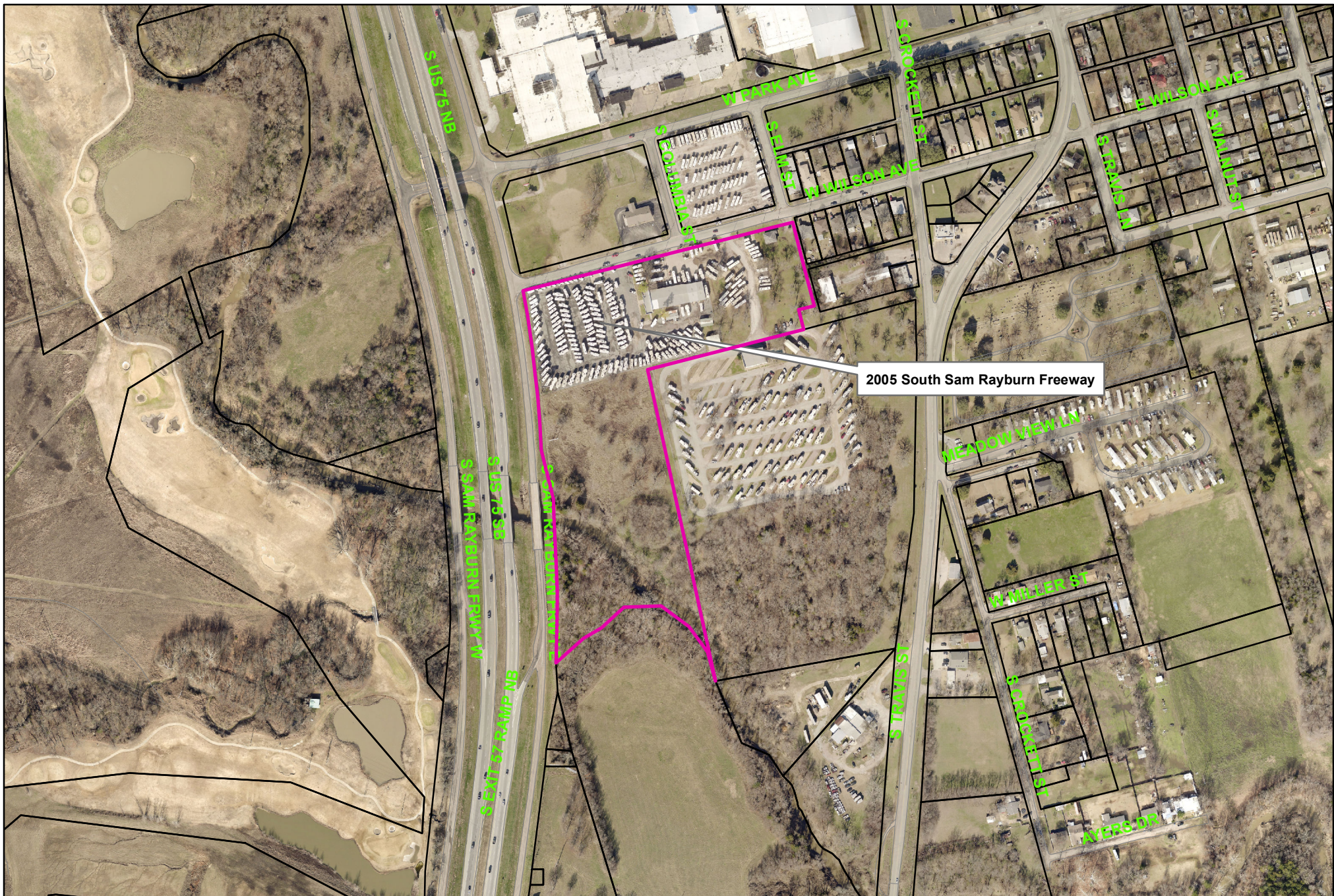
3030 LBI FREEWAY
DALLAS, TX 75234 (972) 488-3737
DALLAS OFFICE: TBP/LS FIRM: #10194234

OWNER'S DEDICATION:
NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:
THAT WE, FRHP LINCOLNSHIRE LLC, do hereby adopt this plat designating the hereinabove property as BLOCK 43R, LOT 1, SOUTH SIDE 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 deep 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 2 day of August, 2021
By: Brent Moody, President
Brent Moody, Title President
State of Texas
County of Grayson
Before me, the undersigned Notary Public, in and for the said County and State, on this day personally appeared Brent Moody, 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 2 day of August, 2021.
Notary Public in and for the State of TX
My commission expires: 3/18/22
JESSICA L. GORSH
Notary Public, State of Texas
JULY 27 2021
The Undersigned, the City Clerk of the City of Sherman, Texas, hereby certifies that the foregoing plat of Re-Plat of Block 43R, Lot 1, South Side Addition, an addition to the City of Sherman, Texas, was submitted to the City Council on the 18th day of August, 2021, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to execute the acceptance thereof by signing his name as hereinabove subscribed.
Witness my hand this 18th day of August, 2021.
Suzie Ashby
City Clerk, City of Sherman, Texas
AVIGATION RELEASE:
THE STATE OF TEXAS
COUNTY OF GRAYSON
WHEREAS, FRHP LINCOLNSHIRE LLC, hereinafter called OWNER, is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as BLOCK 43R, LOT 1, SOUTH SIDE 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 conveyance 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 damages to property due to noises, vibration, fumes, dust, fuel and lubricant particles, and all 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 respect to said property located at BLOCK 43R, LOT 1, SOUTH SIDE 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 2 day of August, 2021
By: FRHP LINCOLNSHIRE LLC
Brent Moody, Title President
GENERAL NOTES:
1. Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied to the surveyor.
2. This plat represents a Re-Plat of Block 43R of South Side Addition, recorded in Doc. No. 2020-47, O.R.G.C.T.
3. The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
4. Basis of Bearings: NAD83, State Plane, Texas North Central Zone, established using a WDS network RTK observation. This observation was compared to an OPUS solution for accuracy.
5. This survey is valid only if the drawing includes the seal and signature of the surveyor.
6. This survey meets current Texas Standards of Practice for Property Boundary Surveys and Plats.
7. No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or facilities.
8. Subsurface and environmental conditions were not examined nor considered as a part of this survey.
9. The contractor is advised to contact the 911 One-Call Center before any construction begins, depending on the state there is a possibility of a severe penalty for not making this call. Not all utility companies are members of the One-Call System. Therefore the contractor is advised to contact all non-members as well as the One-Call System.
10. By scaled map location and graphical plotting only. This property is located in Zone "X" Unshaded which are areas determined to be outside the 0.2% annual chance floodplain determined by the National Flood Insurance Program, Flood Insurance Rate Map for Grayson County, Texas.
Map Number: 48181C0405F
Map Revised: September 29, 2010
By scaled map location and graphical plotting only. A portion of the property is located within Flood Zone "AE" as determined by the National Flood Insurance Program which is subject to inundation by the 1% annual chance flood (100-year flood) shown on the Flood Insurance Rate Map for Grayson County, Texas.
Map Number: 48181C0405F
Map Revised: September 29, 2010
11. This Re-Plat was performed after the exhibit of the abandoning of Cottage Avenue from City Ordinance 4880 was presented to the surveyor.

Engineers/Surveyors:
CEI Engineering Associates, Inc.
3108 SW Regency Parkway, Suite 2
Bentonville, AR 72708
Phone: (479) 273-9472
Fax: (479) 271-0536
Engineering Contact: David Tipton
Surveyor: Raul Dominguez Reyes

Owner / Owners:
Parcel #166574 & #167090
FRHP Lincolnshire LLC
280 Parkway Dr. Ste 270
Lincolnshire, IL 60069

E-9-459

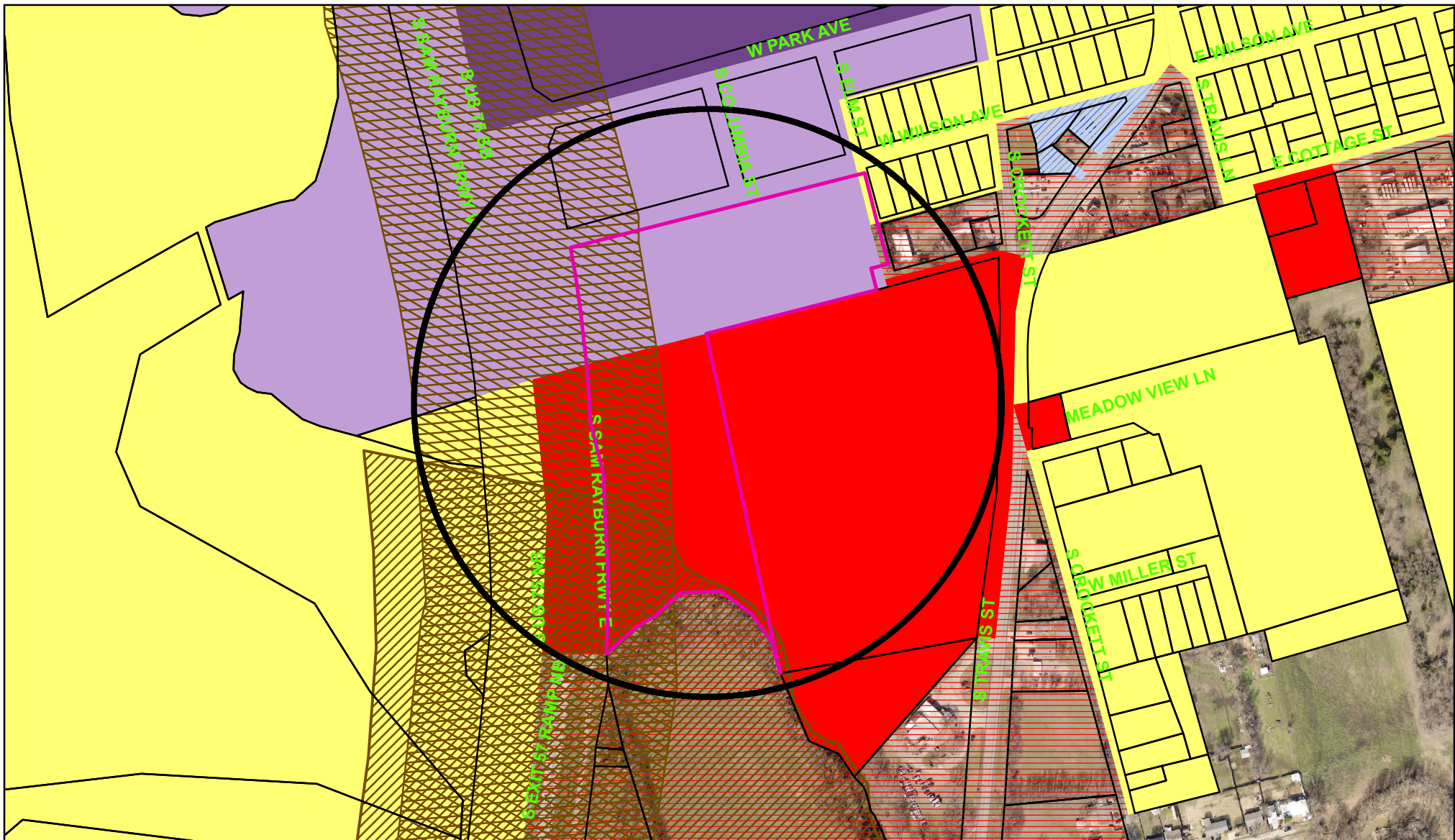


City of Sherman, Texas
Development Services Department

2005 South Sam Rayburn Freeway



1 in = 400 ft



Zoning - 2005 South Sam Rayburn Freeway

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

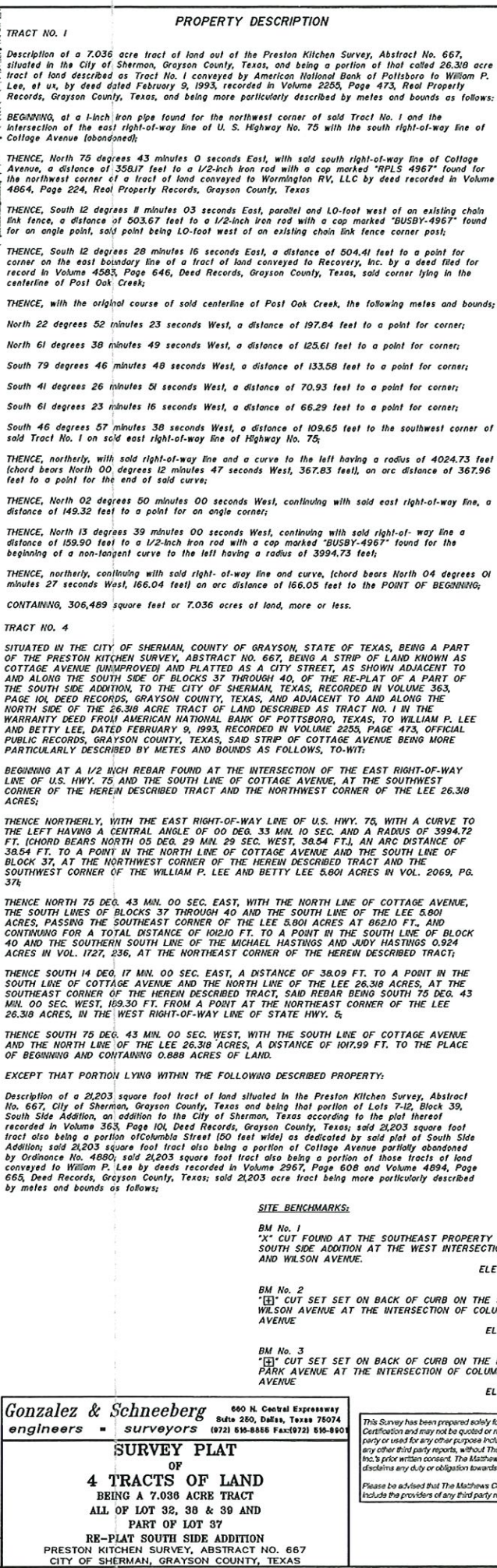


NOT TO SCALE

1 in = 400 ft

2005 South Sam Rayburn Freeway





BEGINNING, at the southeast corner of sold Block 39, South Side Addition; sold point also being at the intersection of the west right-of-way line of Elm Avenue (Rusk Street)(50 feet wide) and the north line of sold abandoned College Avenue;

THENCE, North 14 degrees 17 minutes 00 seconds West, leaving sold common line, passing at a distance of 380.09 feet, the sold north line of abandoned College Avenue; sold point also being on the south line of sold Columbia Street; in all, a total distance of 64.95 feet to a point at the northwest corner of sold 2L203 square foot tract; sold point also being in sold Columbia Street;

THENCE, North 75 degrees 43 minutes 00 seconds East, with the north line of sold 2L203 square foot tract, a distance of 326.48 feet to a point at the northeast corner of sold 2L203 square foot tract; sold point also being in the sold west right-of-way line of Elm Avenue; sold point also being on the east line of sold Block 39;

THENCE, South 14 degrees 17 minutes 00 seconds East, with the common line of sold west right-of-way line of Elm Avenue and the Block 39, a distance of 26.86 feet to the POINT OF BEGINNING;

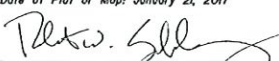
CONTAINING, 2L203 square feet or 0.487 acres of land, more or less.

SURVEYOR'S CERTIFICATION

To: FRHP Lincolnshire, LLC, a Minnesota limited liability company, FreedomRoads, LLC, a Minnesota limited liability company, CWI, Inc., a Kentucky corporation, First American Title Insurance Company and The Matthews Company, Inc.

This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(iii), 7(c), 8, 9, 10(a), 13, 14, 16, 17, and 20 of Table A thereof. The fieldwork was completed on December 19, 2016.

Date of Plot or Map: January 21, 2017


Robert W. Schneeburg, Texas R.P.L.S. No. A804
Gonzalez & Schneeburg, Engineers & Surveyors, Inc.
660 N. Central Expressway, Suite 250
Plano, Texas 75074
Phone (972) 516-8855 Fax (972) 516-8901
email: robert.schneeburg@gs-engineers.com
GSES 6590-IF-01-02
Date: January 30, 2017
Date of Last Revision: June 5, 2017



The property described and shown hereon is the same property described in First American Title Insurance Company Title Commitment GF No. NCS-830693-PHX1, effective date January 26, 2017, issued May 5, 2017.

GENERAL NOTES:

- Bearing system for this survey are based upon the south right-of-way line of Park Avenue, bearing North 75 degrees 43 minutes 00 seconds East, according to the deed referenced hereon.
- This survey is based on deeds, easements and/or recorded plats and other records furnished by the client and/or the client's representative as well as significant visible monuments found on the subject property and adjacent properties, field measurements and evidence of boundaries found on the ground. However, this survey shall not represent warranty of title or guarantee of ownership. The surveyor did not obstruct the subject property. This survey was performed with the benefit of a current title commitment provided by First American Title Insurance Company Title Commitment GF No. NCS-830693-PHX1, effective date January 26, 2017, issued May 5, 2017.
- Subject tract has direct access to Park Ave., Elm Ave., Wilson Ave., and Columbia Ave., all public rights-of-way.
- All utilities appear to enter subject tract via public right-of-way.
- Subject tract is located in Zone "AE" (Floodway), areas within a flood hazard area; Zone "AE", areas within a flood hazard area with Base Flood Elevations determined and Zone "X", areas outside a flood hazard area, according to the Flood Insurance Rate Map Community Panel No. 48/8C0402 F, dated September 29, 2010.
- There is no observable evidence of earth moving work, building construction or building additions within recent months.
- There are no changes in street right-of-way lines either completed or proposed, and available from the controlling jurisdiction.
- There is no observable evidence of recent street or sidewalk construction or repairs.
- There is no observable evidence of site use as a solid waste dump, sump or sanitary landfill.
- Subject tract appears to drain into a public right-of-way.
- No evidence of cemeteries, gravesites or burial grounds.
- Current Zoning allows for current use.
- No evidence of potential wetlands were observed on the subject property at the time the survey was conducted, nor have we received any documentation of any wetlands being located on the subject property. No markers found at the time of this survey.

SHEET 2 OF 2

"ALTA/NSPS LAND TITLE SURVEY"

PREPARED FOR:

Inc.®

THE MATTHEWS COMPANY

CORNER OF A BLOCK 33
OF COLUMBIA STREET

672.99

SOUTH CURB LINE OF
COLUMBIA STREET AND WILSON

672.93

SOUTH CURB LINE OF
COLUMBIA STREET AND PARK

675.84

benefit of the parties set forth in this Surveyor's report, and upon by, nor may copies be delivered to, any other party, without limitation, the preparation of zoning reports or other documents, and the Surveyor, Inc. and Gonzalez & Schneeburg, Inc. expressly disavows any party that is not identified in this Surveyor's Certification.

Surveyor, Inc. and Gonzalez & Schneeburg, Inc. will not be liable for the Surveyor's Certification.

17220 Newhope Street, Suites 108-110, Fountain Valley, CA 92708
Tel: (714) 979-7181 Fax: (714) 641-2840
www.themathewscopany.com

4	6/5/17	added topographic info	GSES	GSES
3	5/8/17	revised title	GSES	GSES
2	3/30/17	updated title	GSES	GSES
1	2/13/17	as requested	GSES	GSES
MARK	DATE	REVISION	BY	AP/VD

Camping World and Good Sam

2005 S. Sam Rayburn Fwy.
Sherman, Tx

SCALE: 1"=50'	CHKD./AP/VD:
DATE: January 30, 2017	APPROVED:
DWN. BY: GSES	
CHKD. BY: RWS	



1. BOOTH IS FABRICATED FROM 18 GAUGE GALVANIZED STEEL SHEET, PRE-PUNCHED AND COMPANION FLANGED FOR.
2. MEANS OF EGRESS DOORS FROM PRE-FABRICATED SPRAY BOOTH SHALL BE NOT LESS THAN 30-INCHES IN WIDTH BY 80 INCHES IN HEIGHT.
3. PAINT BOOTH & OR PAINT ROOM SHALL COMPLY WITH THE REQUIREMENTS CONCERNING THE PROTECTION OF EXHAUST AIR FROM ANY PROPERTY LINE BEING A MIN. OF 30'-0" AND 10'-0" FROM ANY INTAKE OF OPENING BACK INTO THE BUILDING.
4. THE EXHAUST SYSTEM BEING INSTALLED IS NOT HEATED OR INVOLVED IN THE POWER CABLES.
5. THERE WILL BE NO WELDING NERVE OR AROUND AREAS OF PAINT BOOTH.
6. THE PAINTING OPERATIONS & PAINT MIXING (SEE OWNERS STATEMENT STAPLED FRONT OF PLANS) WILL BE CONFINED TO AN ENCLOSED SPRAY BOOTH OR SPRAY ROOM.
7. THE EXHAUST SYSTEM SHALL BE IN ACCORDANCE WITH THE DIRECTIONS FROM ANY OPERATING SHALL BE CONSIDERED CLASS 1 DIVISION 2. THIS SPACE WILL BE FREE FROM CLUTTER AND DEBRIS ALLOWING SPACE TO BE USED FOR APPLICATION OF PAINTS AND COATINGS OF 5-GAL. OR MORE.
8. CLOSED BOOTH OPENINGS ARE CONSIDERED CLASS 1 DIV II WITHIN 3'-0" OF THE OPENINGS.
9. PAINT BOOTH, PAINT ROOMS AND PAINT STORAGE CABINETS SHALL COMPLY WITH THE REQUIREMENTS OF NFPA 30B: FIRE CODE - U.B.C. - I.B.C. & U.M.C.
10. SOLVENT WELD VAPOR REQUIRED FOR INTERLOCKING SPRAY AIR WITH THE EXHAUST SYSTEM SHALL BE CLASS 1 DIVISION 2.
11. INSIDE THE BOOTH ELECTRICAL SHALL BE CLASS 1 DIV.....

IFC 2404.4 FIRE PROTECTION.
SPRAY BOOTHS AND SPRAY ROOMS SHALL BE PROTECTED BY AN APPROVED AUTOMATIC FIRE-EXTINGUISHING SYSTEM COMPLYING WITH CHAPTER 9. PROTECTION SHALL ALSO EXTEND TO EXHAUST PLENUMS, EXHAUST DUCTS AND BOTH SIDES OF DRY FILTERS WHEN SUCH FILTERS ARE USED.
NOTE: SPRAY BOOTHS FIRE SUPPRESSION SYSTEM WILL BE TYPE (AMEREX PRE-ENGINEERED DRY CHEMICAL) ... JFPA-17 (SEPARATE PERMIT REQUIRED PER FIRE MARSHALL.)

IFC 2404.4.1 FIRE EXTINGUISHERS.
PORTABLE FIRE EXTINGUISHERS COMPLYING WITH SECTION 906 SHALL BE PROVIDED FOR SPRAYING AREAS IN ACCORDANCE WITH THE REQUIREMENTS FOR AN EXTRA (HIGH) HAZARD OCCUPANCY.

SPRAYING SPACES SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE, AND SECTION 2404.3.3.1 AND SECTIONS 2404.4 THROUGH 2404.8 OF THIS CODE.

IFC 2404.3.2.5 - CLEAR SPACE

SPRAY BOOTHS SHALL BE INSTALLED SO THAT ALL PARTS OF THE BOOTH ARE READILY ACCESSIBLE FOR CLEANING. A CLEAR SPACE OF NOT LESS THAN 3 FEET (914 MM) SHALL BE MAINTAINED ON ALL SIDES OF THE SPRAY BOOTH. THIS CLEAR SPACE SHALL BE KEPT FREE OF ANY STORAGE OR COMBUSTIBLE CONSTRUCTION.

THIS REQUIREMENT SHALL NOT PROHIBIT LOCATING A SPRAY BOOTH

ELECTRICAL WIRING AND EQUIPMENT LOCATED OUTSIDE OF, BUT WITHIN 5 FEET HORIZONTALLY AND 3 FEET VERTICALLY OF OPENINGS IN A SPRAY BOOTH OR A SPRAY ROOM, SHALL BE APPROVED FOR CLASS I, DIVISION 2 OR CLASS II, DIVISION 2 HAZARDOUS LOCATIONS, WHICHEVER IS APPLICABLE

IFC 2404.3.2.6 SIZE.

THE AGGREGATE AREA OF SPRAY BOOTHS IN A BUILDING SHALL NOT EXCEED THE LESSER OF 10 PERCENT OF THE AREA OF ANY FLOOR OF A BUILDING OR THE BASIC AREA ALLOWED FOR A GROUP H-2 OCCUPANCY WITHOUT AREA INCREASES, AS SET FORTH IN THE INTERNATIONAL BUILDING CODE. THE AREA OF AN INDIVIDUAL SPRAY BOOTH IN A BUILDING SHALL NOT EXCEED THE LESSER OF THE AGGREGATE SIZE LIMIT OR 1,500 SQUARE FEET (139 M2).

EXCEPTION:
ONE INDIVIDUAL BOOTH NOT EXCEEDING 500 SQUARE FEET (46 M2).

EXISTING BLDG	10,600 SQ.FT. TOTAL
---------------	---------------------

GLOBAL FINISHING SOLUTIONS
ENCLOSED CROSS DRAFT - LCDW-181650-PDT-IHS-B8-CUF

AGGREGATE AREA OF PAINT BOOTH

= 9.27%

MAXIMUM AMOUNT OF PAINT BOOTHS ALLOWED ACCORDING TO CODE COMPLIANCE IS 10% OF AGGREGATE AREA OF THE BUILDING OR 7,000 SQ.FT. OF TOTAL PAINT BOOTHS, WHICHEVER COMES FIRST. ONCE LIMIT IS REACHED, THERE MUST BE A FIRE WALL SEPARATING THE PAINT BOOTH(S) OR CHANGE THE OCCUPANCY TO H (HAZARD).

NOTE:	
1. PAINT BOOTH CODE REQUIREMENTS & STANDARDS ON SHEET "A3 0" FB DETAILS & NOTES.	
2. FOR DETAILED SPECIFICATIONS & ASSEMBLY DRAWINGS, REFERENCE THE MANUFACTURING DOCUMENTS ATTACHED.	



2601 Cartwright Rd Ste D #129
Missouri City, TX 77489
Coree Corbin
P: 832.594.4134

**CAMPING
WORLD**

CAMPING WORLD RV SERVICE
2005 S SAM RAYBURN FREEWAY
SHERMAN, TEXAS 75090

©2021

PROJECT
PAINT BOOTH PERMIT

START DATE
9-29-2021

DRAWN BY
Coree

CD JOB #
040921

SCALE
1/8"=1'-0"

DESCRIPTION

FLOOR PLAN

PROJECT #

SHEET NUMBER

A2.0

4 of 6

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1. PAINT BOOTH & OR PAINT ROOMS SHALL COMPLY WITH THE REQUIREMENTS CONCERNING DISTANCES OF EXHAUST FROM ANY PROPERTY LINE BEING A MIN. OF 30'-0" AND 10'-0" FROM ANY INTAKE OF OPENING BACK INTO THE BUILDING.
2. SPRAY BOOTHS FIRE SUPPRESSION SYSTEM WILL BE TYPE (A) EXERC PRE-ENGINEERED DRY CHEMICAL (N) FPA-11 (SEPARATE PERMIT REQUIRED PER FIRE MARSHAL)
3. EXHAUST STACK & MOTOR VENTILATION AND EXHAUST SYSTEMS ARE DESIGNED AND INSTALLED PER NFPA 91.
4. AIR VELOCITY SHALL BE DESIGNED, INSTALLED AND MAINTAINED SUCH THAT THE AVERAGE AIR VELOCITY ACROSS THE FILTER SECTION OF THE SPRAY BOOTH DURING SPRAYING SHALL BE NOT LESS THAN 100 LIN. FPM.
5. ALL VENTILATION SYSTEMS SHALL BE KEPT IN OPERATION AT ALL TIMES WHILE SPRAYING OPERATIONS ARE CONDUCTED AND FOR A SUFFICIENT TIME THEREAFTER TO ALLOW VAPORS FROM DRYING COATED MATERIALS AND FINISHING MATERIAL RESIDUE TO BE EXHAUSTED.... ELECTRICAL INTERLOCK IS REQUIRED SO THAT SPRAYING CANNOT BE CONDUCTED UNLESS THE VENTILATION AND SUPPLY (DIRECT FIRED HEATER) FANS ARE IN OPERATION.
6. ALL VENTILATION & INTAKE WILL BE ADEQUATE TO SUPPLY ANY REQUIREMENTS OF CFM NEEDED AND SPECIFIED BY ANY PAINT BOOTH EXHAUST

1- TUBE AXIAL FAN, INDUSTRIAL HEAVY DUTY, PRECISION MACHINED ALUMINUM, NON SPARKING BALANCED BLADE
TEFC, UL LISTED

1. WHERE REQUIRED BY CODE, SPRAY BOOTHS OPERATIONS TO BE INTERLOCKED WITH DOORS SO THAT SPRAY OPERATIONS CEASE WHEN DOOR IS AJAR, SUPPLIED BY OTHERS.

- MECHANICAL VENTILATION SHALL BE KEPT IN OPERATION AT ALL TIMES WHILE SPRAYING OPERATIONS ARE CONDUCTED AND FOR A SUFFICIENT TIME THEREAFTER TO ALLOW VAPORS FROM DRYING.
- COATED ARTICLES AND FINISHING MATERIAL RESIDUE TO BE EXHAUST SUFFICIENT TIME THEREAFTER TO ALLOW VAPORS FROM DRYING

1. DUCTWORK MUST BE SIZED AND INSTALLED IN ACCORDANCE WITH APPLICABLE CODES AND STANDARDS, AS WELL AS PER NFPA 91.

- 1.1. A SIZE VARIATION MAY EXIST FROM RECOMMENDED DUCT SIZE TO UNIT FLANGE SIZE. RECOMMENDED DUCT SIZE APPLIES TO THE SIZE OF THE DUCT AT THE CONNECTION TO THE EQUIPMENT.
- 1.2. A PROPERLY DESIGNED DUCT TRANSITION FROM THE BLOWER OUTLET TO A LARGER DUCT IS RECOMMENDED FOR LONG DUCTS OR DUCTS WITH NUMEROUS ELBOWS.
2. ON HEATERS ("IF APPLICABLE") MOUNTED OUTDOORS
 - 2.1. DISCHARGE DUCTWORK SHOULD BE INSULATED TO MINIMIZE CONDENSATION DURING THE "OFF" CYCLE IN COLD WEATHER.
 - 2.2. A FRESH AIR INTAKE HOOD WITH BIRD SCREEN IS REQUIRED. DISCHARGE DUCT SHOULD BE COMMON TO BOTH BLOWERS ON TWIN BLOWER UNITS. INDIVIDUAL DUCTS FOR EACH BLOWER ARE NOT RECOMMENDED.
3. ON A HEATER ("IF APPLICABLE") MOUNTED INDOORS
 - 3.1. WITH THROUGH THE ROOF INTAKE, A "MUSHROOM" TYPE INTAKE HOOD IS RECOMMENDED TO PREVENT MOISTURE ENTRAPMENT.
 - 3.2. WHEN USING THROUGH THE WALL, "INTAKE DUCT, THE INTAKE LOUVER SHOULD HAVE ADEQUATE MOISTURE BAFFLING CHARACTERISTICS. ALL INTAKE DUCTWORK EXPOSED TO THE HEATED SPACE SHOULD BE INSULATED.

INCLUDES 1/8" CABLE, ANCHORS, TURNBUCKLES AND CLAMPS FOR INSTALLATION OF 3 GUY WIRES TO EXHAUST STACK. CONNECTOR RING SOLD SEPARATELY.
(BY INSTALLER)

1. PROPER GUYING AND BRACING IS ESSENTIAL FOR PART OF THE CHIMNEY THAT EXTENDS ABOVE THE ROOF OR PARAPET WALL. THE CHIMNEY AT THIS POINT IS SUBJECT TO WIND CONDITIONS AND NEEDS SPECIAL ATTENTION FOR PROPER STABILIZATION.
2. IF THE STACK ABOVE THE ROOF DOES NOT EXCEED 10', NO SPECIAL GUYING OR BRACING IS REQUIRED. HOWEVER, TO PROTECT THE FLASHING FROM LATERAL MOVEMENT, A GUIDE MUST BE INSTALLED AT THE ROOF LEVEL.
3. FOR STACK HEIGHT ABOVE THE ROOF THAT NEEDS GUYING OR BRACING, A SUPPORT, A SMALL LENGTH AND AN EXPANSION LENGTH MUST BE INSTALLED NEAR THE ROOF LEVEL TO ABSORB THE THERMAL EXPANSION AND MINIMIZE THIS EFFECT ON THE GUY WIRES OR BRACE.
4. WHEN USING GUY WIRE, THE CABLE MUST BE SLIGHTLY SLACK OR LOOSE TO ALLOW THERMAL EXPANSION.
5. WHEN USING RIGID BRACING, THE MAXIMUM VERTICAL HEIGHT BETWEEN SUPPORTS MUST BE REDUCED TO 5' TO COMPENSATE THERMAL EXPANSION

THE GUY WIRE IS USED WHERE THE GUY WIRE EXTENDS MORE THAN 10' ABOVE THE ROOF. IT CONSISTS OF A BAND DESIGNED TO RECEIVE 3 GUY WIRE (SUPPLIED BY OTHERS) AT 120° APART OR 6 GUY WIRE AT 60° APART FOR DIAMETER LARGER THAN 24". THE GUY WIRES ARE FIXED TO THE ROOF BY MEAN OF TENSION AND ANCHOR (ALSO BY OTHERS) WHEN INSTALLING GUY WIRE, THE CABLE MUST BE SLIGHTLY SLACK OR LOOSE TO ALLOW THERMAL EXPANSION OR BE EQUIPPED WITH TENSIONING SPRINGS (BY OTHERS) THE TENSIONING SPRINGS ARE MANDATORY ONLY WHEN THERE IS MORE THAN ONE LEVEL OF GUY WIRE NEEDED TO MINIMIZE THE EFFECT OF THERMAL EXPANSION, GOOD PRACTICE IMPLIES INSTALLING A FIXED SUPPORT AND AN EXPANSION LENGTH AT THE ROOF LEVEL.

1. THE METAL STIFFENER IS USED TO STABILIZE THE CHIMNEY WHERE IT EXTENDS MORE THAN 10' ABOVE THE ROOF.
2. THE FASTENERS OF THE BAND (RUB) AND TWO BRACES (SUPPLIED BY THE INSTALLER).
3. TO MINIMIZE LOADS INDUCED BY THERMAL EXPANSION ON BRACES AND SUPPORT, THE MAXIMUM DISTANCE BETWEEN THE LAST FIXED SUPPORT AND THE BAND OF THE METAL STIFFENER MUST BE REDUCED TO 5'.
4. BEGIN BY ATTACHING THE BRACES TO THE BAND WITH SUPPLIED BOLTS AND NUTS. NEXT, INSTALL THE BAND ON THE CHIMNEY AND TIGHTEN THE BAND. FIX THE BRACES TO THE METAL STIFFENER AT DESIRED DEGREE. MAKE SURE YOU HAVE A RIGID STRUCTURE ON THE ROOF.



PAINT SPRAY BOOTH GENERAL MECHANICAL NOTES:

1. PAINT BOOTH & OR PAINT ROOMS SHALL COMPLY WITH THE REQUIREMENTS CONCERNING DISTANCES OF EXHAUST FROM ANY PROPERTY LINE BEING A MIN. OF 30'-0" AND 10'-0" FROM ANY INTAKE OF OPENING BACK INTO THE BUILDING.
2. SPRAY BOOTHS FIRE SUPPRESSION SYSTEM WILL BE TYPE (AMEREX PRE-ENGINEERED DRY CHEMICAL) NFPA-17 (SEPARATE PERMIT REQUIRED PER FIRE MARSHALL).
3. EXHAUST STACK & MOTOR VENTILATION AND EXHAUST SYSTEMS ARE DESIGNED AND INSTALLED PER NFPA 91.
4. AIR VELOCITY SHALL BE DESIGNED, INSTALLED AND MAINTAINED SUCH THAT THE AVERAGE AIR VELOCITY ACROSS THE FILTER SECTION OF THE SPRAY BOOTH DURING SPRAYING SHALL BE NOT LESS THAN 100 LPM. FPM.
5. MECHANICAL VENTILATION SHALL BE KEPT IN OPERATION AT ALL TIMES WHILE SPRAYING OPERATIONS ARE CONDUCTED AND FOR A SUFFICIENT TIME THEREAFTER TO ALLOW VAPORS FROM DRYING COATED ARTICLES AND FINISHING MATERIAL RESIDUE TO BE EXHAUSTED... ELECTRICAL INTERLOCK IS REQUIRED SO THAT SPRAYING CANNOT BE CONDUCTED UNLESS THE VENTILATION AND SUPPLY (DIRECT FIRED HEATER) FANS ARE IN OPERATION.
6. ALL VENTILATION & INTAKE WILL BE ADEQUATE TO SUPPLY ANY REQUIREMENTS OF CFM NEEDED AND SPECIFIED BY NEW PAINT BOOTH EXHAUST.

EXHAUST FAN- PAINT BOOTH

- 1- TUBE AXIAL FAN, INDUSTRIAL HEAVY DUTY, PRECISION MACHINED ALUMINUM, NON SPARKING BALANCED BLADE. TFC, UL LISTED

.... ELECTRICAL INTERLOCK IS REQUIRED

1. WHERE REQUIRED BY CODE, SPRAY BOOTHS OPERATIONS TO BE INTERLOCKED WITH DOORS SO THAT SPRAY OPERATIONS CEASE WHEN DOOR IS AWAY, SUPPLIED BY OTHERS.

- MECHANICAL VENTILATION SHALL BE KEPT IN OPERATION AT ALL TIMES WHILE SPRAYING OPERATIONS ARE CONDUCTED AND FOR A SUFFICIENT TIME THEREAFTER TO ALLOW VAPORS FROM DRYING.

- COATED ARTICLES AND FINISHING MATERIAL RESIDUE TO BE EXHAUST SUFFICIENT TIME THEREAFTER TO ALLOW VAPORS FROM DRYING

PAINT SPRAY BOOTH GENERAL ELECTRICAL NOTES

1. ALL ELECTRICAL SHALL COMPLY WITH N.E.C. 516, ARTICLE 511.3 OF THE N.E.C., AND FIRE CODE AND U.B.C.
2. ELECTRICAL INTERLOCK IS REQUIRED SO THAT SPRAYING CANNOT BE CONDUCTED UNLESS THE VENTILATION FANS ARE IN OPERATION VIA AIR SOLENOID.
3. INSIDE THE BOOTH ELECTRICAL SHALL BE CLASS I DIV II WITHIN 3' OF THE OPENINGS.
4. ALL ELECTRICAL COMPONENTS ARE UL LISTED.
5. CLOSED BOOTH OPENINGS ARE CONSIDERED CLASS I DIV II WITHIN 3' OF THE OPENINGS.
6. ALL ELECTRICAL, RECEPTACLES AND EQUIPMENT MEET OR EXCEED NFPA-NEC-UMC-UBC CODES.
7. THE PAINT BOOTHS LIGHT FIXTURES AND WIRING ON THE INTERIOR AND EXTERIOR WILL BE COMPLETELY SEALED.
8. ELECTRIC MOTORS DRIVING EXHAUST FANS SHALL NOT BE PLACED IN BOOTHS OR DUCTS... FANS ROTATING ELEMENTS SHALL BE NON FERROUS OR NON SPARKING OR CASING SHALL BE LINES WITH SUCH MATERIAL....
9. ELECTRICAL GROUNDING IS REQUIRED FOR METAL PARTS OF SPRAY BOOTH, EXHAUST DUCTS AND PIPING SYSTEMS CONVEYING CLASS I OR II LIQUIDS IN ACCORDANCE WITH THE ELECTRICAL CODE.
10. ALL 125 VOLT RECEPTACLES LOCATED IN SHOP AREA SHALL BE GFCI PROTECTED AND SHALL BE MOUNTED AT 46" AFF.
11. ALL SHOP LIGHTING SHALL BE FLORESCENT STRIP FIXTURES MOUNTED AT 14FT. AFF.
12. NO ELECTRICAL BOXES, SWITCHES, RECEPTACLES, ETC. SHALL BE MOUNTED WITHIN 3 FT. OF ANY OPENING OF THE SPRAY BOOTH.

EXHAUST FAN- PAINT BOOTH

- 1- TUBE AXIAL FAN, INDUSTRIAL HEAVY DUTY, PRECISION MACHINED ALUMINUM, NON SPARKING BALANCED BLADE. TFC, UL LISTED

.... ELECTRICAL INTERLOCK IS REQUIRED

1. WHERE REQUIRED BY CODE, SPRAY BOOTHS OPERATIONS TO BE INTERLOCKED WITH DOORS SO THAT SPRAY OPERATIONS CEASE WHEN DOOR IS AWAY, SUPPLIED BY OTHERS.

- MECHANICAL VENTILATION SHALL BE KEPT IN OPERATION AT ALL TIMES WHILE SPRAYING OPERATIONS ARE CONDUCTED AND FOR A SUFFICIENT TIME THEREAFTER TO ALLOW VAPORS FROM DRYING.

- COATED ARTICLES AND FINISHING MATERIAL RESIDUE TO BE EXHAUST SUFFICIENT TIME THEREAFTER TO ALLOW VAPORS FROM DRYING

PAINT SPRAY BOOTH GENERAL PLUMBING NOTES: (GAS LINE)

GAS LINE

1. DUCTWORK MUST BE SIZED AND INSTALLED IN ACCORDANCE WITH APPLICABLE CODES AND STANDARDS, AS WELL AS PER NFPA 91.
- 1.1. A SIZE VARIATION MAY EXIST FROM RECOMMENDED DUCT SIZE TO UNIT FLANGE SIZE. RECOMMENDED DUCT SIZE APPLIES TO THE SIZE OF THE DUCT AT THE CONNECTION TO THE EQUIPMENT.
- 1.2. A PROPERLY DESIGNED DUCT TRANSITION FROM THE BLOWER OUTLET TO A LARGER DUCT IS RECOMMENDED FOR LONG DUCTS OR DUCTS WITH NUMEROUS ELBOWS.

APPROXIMATE DIMENSIONS:

2. DO NOT SCALE! THESE GAS LINES FOR EXACT LENGTHS.
3. FIELD VERIFY FOR EXACT LENGTHS

GENERAL NOTES

4. PAINT BOOTHS HAVE BUILT IN REGULATORS
5. REFERENCE SPECIFICATIONS FOR LOCATION ON GAS TRAIN
6. NATURAL GAS CAPACITY TO PROVIDE FOR RATED BTU AT GAS TRAIN INLET, A MINIMUM GAS PRESSURE OF 1/4 PSI IS REQUIRED, A MAXIMUM OF 1/2 PSI IS PREFERRED.
7. ALLOW ADEQUATE SPACE AROUND THE BOOTH IN ACCORDANCE TO THE CURRENT NFPA 33, EDITION
8. MEANS OF EGRESS TO CONFORM TO THE CURRENT NFPA 101, EDITION
9. PROVIDE FOR UNOBSTRUCTED EXPLOSION RELIEF IN ACCORDANCE TO THE CURRENT NFPA 65, EDITION
10. AN APPROVED AUTOMATIC FIRE EXTINGUISHING SYSTEM SHALL BE PROVIDED BY OTHERS. IN ACCORDANCE TO THE CURRENT NFPA 33, EDITION.

SUPPLY PRESSURE

THE INSTALLER WILL PROVIDE A 1/8" N.P.T. PLUGGED TAPPING, ACCESSIBLE FOR TEST GAUGE CONNECTION IMMEDIATELY UPSTREAM OF THE GAS SUPPLY CONNECTION TO THE HEATER.

11. SUPPLY GAS PIPING , INCLUDING UNION AND DRIP LEG (IF APPLICABLE) (RECOMMEND DEDICATED LINE FROM METER WHEN POSSIBLE) THE GAS TAKE OFF FROM THE DROP LINE MUST BE PARALLEL TO THE BURNER GAS INLET CONNECTION. IF THE MAXIMUM SUPPLY PRESSURE IS LESS THAN 1/2 PSIG, A SECOND STAGE REGULATOR IS NOT REQUIRED.

12. GAS PRESSURE MUST BE A MINIMUM OF 1/4" PSI (7" W.C.) AND A MAXIMUM OF 3/4". CAPACITY TO PROVIDE FOR BURNER.
- 12.1. IF SUPPLY PRESSURE IS MEDIUM OR HIGH, A "STEP-DOWN" REGULATOR MUST BE INSTALLED A MINIMUM OF 10' AWAY FROM GAS TRAIN. IN ACCORDANCE WITH ANSI Z21.60, (NFPA 54-8.2)

13. VENTING OF REGULATOR AND VALVES ON GAS TRAIN TO THE EXTERIOR OF BUILDING -MINIMUM OF 10' FROM INTAKE.

14. DO NOT INSTALL GAS PIPING TO OBSTRUCT ANY ACCESS DOORS, ACCESS PANELS, WALKWAYS, OR VENT STACKING.

PAINT SPRAY BOOTH GENERAL DUCTWORK NOTES:

1. DUCTWORK MUST BE SIZED AND INSTALLED IN ACCORDANCE WITH APPLICABLE CODES AND STANDARDS, AS WELL AS PER NFPA 91.
- 1.1. A SIZE VARIATION MAY EXIST FROM RECOMMENDED DUCT SIZE TO UNIT FLANGE SIZE. RECOMMENDED DUCT SIZE APPLIES TO THE SIZE OF THE DUCT AT THE CONNECTION TO THE EQUIPMENT.
- 1.2. A PROPERLY DESIGNED DUCT TRANSITION FROM THE BLOWER OUTLET TO A LARGER DUCT IS RECOMMENDED FOR LONG DUCTS OR DUCTS WITH NUMEROUS ELBOWS.
2. ON HEATERS (IF APPLICABLE) MOUNTED OUTDOORS
- 2.1. DISCHARGE DUCTWORK SHOULD BE INSULATED TO MINIMIZE CONDENSATION DURING THE "OFF" CYCLE IN COLD WEATHER.
- 2.2. A FRESH AIR INTAKE HOOD WITH BIRD SCREEN IS REQUIRED. DISCHARGE DUCT SHOULD BE COMMON TO BOTH BLOWERS ON TWIN BLOWER UNITS. INDIVIDUAL DUCTS FOR EACH BLOWER ARE NOT RECOMMENDED.
3. ON A HEATER (IF APPLICABLE) MOUNTED INDOORS
- 3.1. WITH THROUGH THE ROOF INTAKE, A "MUSHROOM" TYPE INTAKE. HOOD IS RECOMMENDED TO PREVENT MOISTURE ENTRAPMENT.
- 3.2. WHEN USING "THROUGH THE WALL " INTAKE DUCT, THE INTAKE LOUVER SHOULD HAVE ADEQUATE MOISTURE BAFFLING CHARACTERISTICS. ALL INTAKE DUCTWORK EXPOSED TO THE HEATED SPACE SHOULD BE INSULATED.

GUY WIRE KIT (If Applicable)

INCLUDES 1/8" CABLE, ANCHORS, TURNBUCKLES AND CLAMPS FOR INSTALLATION OF 3 GUY WIRES TO EXHAUST STACK. CONNECTOR RING SOLD SEPARATELY. (BY INSTALLER)

GUYING AND BRACING

1. PROPER GUYING AND BRACING IS ESSENTIAL FOR PART OF THE CHIMNEY THAT EXTENDS ABOVE THE ROOF OR PARAPET WALL. THE CHIMNEY AT THIS POINT IS SUBJECT TO WIND CONDITIONS AND NEEDS SPECIAL ATTENTION FOR PROPER STABILIZATION.
2. IF THE STACK ABOVE THE ROOF DOES NOT EXCEED 10', NO SPECIAL GUYING OR BRACING IS REQUIRED. HOWEVER, TO PROTECT THE FLASHING FROM LATERAL MOVEMENT, A GUIDE MUST BE INSTALLED AT THE ROOF LEVEL.
3. FOR STACK HEIGHT ABOVE THE ROOF THAT NEEDS GUYING OR BRACING, A SUPPORT, A SMALL LENGTH AND A EXPANSION LENGTH MUST BE INSTALLED NEAR THE ROOF LEVEL TO ABSORB THE THERMAL EXPANSION AND MINIMIZE THIS EFFECT ON THE GUY WIRES OR BRACE.
4. WHEN USING RIGID BRACING, THE MAXIMUM VERTICAL HEIGHT BETWEEN SUPPORTS MUST BE REDUCED TO 5' TO COMPENSATE THERMAL EXPANSION

GUY WIRE (GW)

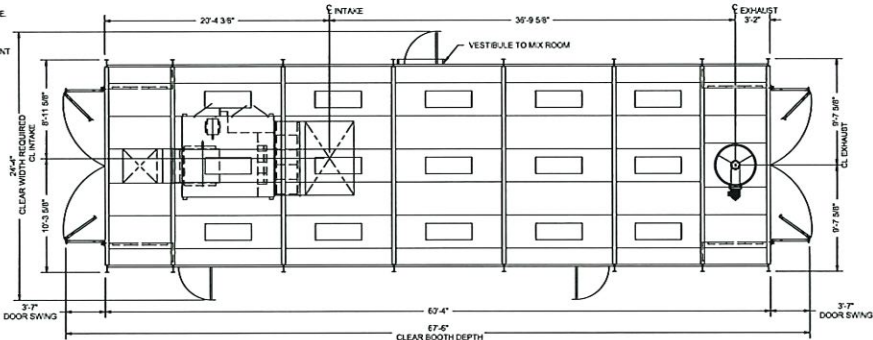
THE GUY WIRE IS USED WHERE THE CHIMNEY EXTENDS MORE THAN 10' ABOVE THE ROOF. IT CONSISTS OF A BAND DESIGNED TO RECEIVE 3 GUY WIRE (SUPPLIED BY OTHERS) AT 120" APART OR 6 GUY WIRE AT 60" APART FOR DIAMETER LARGER THAN 24". THE GUY WIRES ARE FIXED TO THE ROOF BY MEAN OF TENSION AND ANCHOR (ALSO BY OTHERS) WHEN INSTALLING GUY WIRE, THE CABLE MUST BE SLIGHTLY SLACK OR LOOSE TO ALLOW THERMAL EXPANSION OR BE EQUIPPED WITH TENSIONING SPRINGS (BY OTHERS) THE TENSIONING SPRINGS ARE MANDATORY ONLY WHEN THERE IS MORE THAN ONE LEVEL OF GUY WIRE NEEDED TO MINIMIZE THE EFFECT OF THERMAL EXPANSION, GOOD PRACTICE IMPLIES INSTALLING A FIXED SUPPORT AND AN EXPANSION LENGTH AT THE ROOF LEVEL.

METAL STIFFENER

1. THE METAL STIFFENER IS USED TO STABILIZE THE CHIMNEY WHERE IT EXTENDS MORE THAN 10' ABOVE THE ROOF.
2. IT CONSISTS OF ONE BAND (BB) AND TWO BRACES (SUPPLIED BY THE INSTALLER).
3. TO MINIMIZE LOADS INDUCED BY THERMAL EXPANSION ON BRACES AND SUPPORT, THE MAXIMUM DISTANCE BETWEEN THE LAST FIXED SUPPORT AND THE BAND OF THE METAL STIFFENER MUST BE REDUCED TO 5'.
4. BEGIN BY ATTACHING THE BRACES TO THE BAND WITH SUPPLIED BOLTS AND NUTS. NEXT, INSTALL THE BAND ON THE CHIMNEY AND TIGHTEN THE BAND. FIX THE BRACES TO THE METAL STIFFENER AT DESIRED DEGREE. MAKE SURE YOU HAVE A RIGID STRUCTURE ON THE ROOF.

NOTES

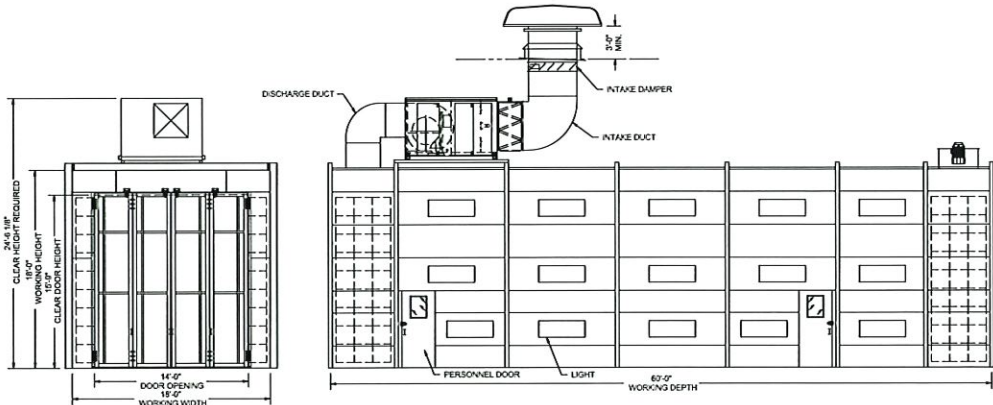
1. BOOTH IS FABRICATED FROM 18 GAGE WHITE PRE-COAT SHEET STEEL, PRE-PUNCHED AND COMPANION FLANGED FOR BOLT TOGETHER ASSEMBLY.
2. BOOTHS SUPPORT STRUCTURE IS FABRICATED FROM 18 BEAMS, PRE-DRILLED AND FACTORY PAINTED WHITE.
3. DUCT SUPPORT NOT SUPPLIED OR DESIGNED BY GFS. EQUIPMENT IS NOT DESIGNED TO SUPPORT DUCT. DUCT SUPPORTS SHALL BE DESIGNED TO RELIEVE THE EQUIPMENT OF ALL DUCT LOAD.
4. INCLUDED, BUT NOT SHOWN:
(1) CONTROL PANEL W/ AUTO BALANCE
(1) MANOMETER
(1) 1/2" SOLENOID VALVE
(1) AIR PROVING SWITCH
(1) DOOR LIMIT SWITCHES



BUILDING ROOF HEIGHT		28 FT	
BUILDING DISTANCE TO WALL		FT	
BUILDING ROOF FINISH		FLAT	
WIND INTAKE	18 GA	52 3/4 x 81 1/4	61 x 89
WIND DISCHARGE	18 GA	37 1/4 x 37 1/4	46 x 46
EXHAUST	SPIRAL	42	50 x 50
COMPONENT	TYPE	SIZE	OPENING (RECOMMENDED)

DUCT INFO - ROOF/WALL OPENINGS

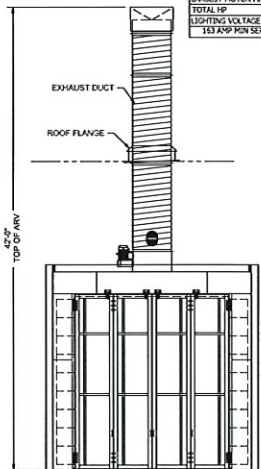
PLAN VIEW



PAINT BOOTH

1/8"=1'-0"

BOOTH EQUIPMENT SPECIFICATIONS	
EXHAUST FAN	
MODEL # 125-0083	EXHAUST FAN
ARRANGEMENT HI	DIAMETER 48
LOCATION INDOOR	CFM 10,400
HEAT SOURCE CORRECT FIRED	STATIC PRESSURE 3/4"
HORSEPOWER 3,499/250	HORSEPOWER 19
TEMP. RISE 120	VOLTAGE 220/208/460
GAS PRESSURE 1.54	PHASE 3
GAS TYPE NG	ENCLOSURE TFC
CFM 34,450	QUANTITY 1
DUCT ESP 1/2"	LIGHTS
HORSEPOWER 25	PLAT # LAB012-4-LED
VOLTAGE 208	SIZE 48"
PHASE 3	TUBES - (INCL.) 4
MOTOR OOP	TYPE LED
GAS INLET SIZE 1.5	VOLTAGE 120/207
VFD REQUIRED YES	RATING CLASS 1 DIV. 2
WEIGHT 3463	ACCESS INSIDE
QUANTITY 45	
INTAKE FILTERS	
MINIMUM 36" AREA IN FRONT OF ANY ACCESS DOORS TO BE CLEAR OF SPONGE AND WADDING TO ENSURE ADEQUATE CLEAR AREA FOR MAINTENANCE	PLAT # 217-512
SIZE 22" x 22" x 1"	QUANTITY 22
EXHAUST FILTERS	
PLAT # 175-EXP-2003W	QUANTITY 22
SIZE 22" x 22" x 2"	
STACK WEIGHTS	
DUCT 23.4	PLATEWEP R
FAN 263	PLATEWEP R
MOTOR 189	PLATEWEP R
ELBOWS 53	POLYESTER FIBERGLASS
CLAMPERS 14	TYPE SOLID W/ NUTS
NUTS 133	QUANTITY 3
TYPE SOLID	PRODUCT DOORS
STYLE BE-FOLD	QUANTITY 2
ELECTRICAL INFO	
OPERATING VOLTAGE 220 VOLT 3PH 4W 60HZ	
PULL LOAD AMPS 130	
LARGEST MOTOR HP 25	
TOTAL HP 35	
LIGHTING VOLTAGE 120 6W	
183 AMP PHN SERVICE REQ	



PAINT MIXING ROOM

1/4"=1'-0"

CORBIN DESIGN CO.

2601 Cartwright Rd Ste D #129
Missouri City, TX 77489
P: 832.594.4134
c.dcorbin@corbindesignco.com

Revisions:



CAMPING WORLD RV SERVICE

2005 S SAM RAYBURN FREEWAY
SHERMAN, TEXAS 75090

©2021

PROJECT PAINT BOOTH PERMIT

START DATE 9-29-2021

DRAWN BY Coree

CD JOB # 040921

SCALE VARIES

DESCRIPTION PAINT BOOTH DETAILS & NOTES

PROJECT #

SHEET NUMBER

A3.0

6 of 6

STAFF REVIEW LETTER

November 9, 2021

FRHP Lincolnshire, LLC
Tricia Mollen
250 Parkway Drive, Suite 270
Lincolnshire, IL 60069

Coree Corbin
2601 Cartwright Rd., Ste. D #129
Missouri City, TX 77459

Camping World of Sherman
Robert Burns
2005 S. Sam Rayburn Freeway
Sherman, TX 75090

Dear Applicants,

The request for an Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Paint Booth an M-1 (Light Manufacturing) District/O-1.2 (Sam Rayburn) Overlay District located at 2005 South Sam Rayburn Freeway has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, November 16, 2021 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City Ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the M-1 (Light Manufacturing) District, the O-1.2 (Sam Rayburn) Overlay District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.8; Sec. 6.13.3, 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. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
5. A parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
6. The trash dumpster must be located inside the main building area and screened. (*Chapter 14, Exhibit A, Section 7, Subsection 13(d)(4)*)
7. The property must be properly maintained in a state of good repair and neat appearance.
8. The property and use shall comply with all City, Federal and State regulations.
9. Violations of the conditions of the SUP will terminate the Specific Use Permit.
10. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires or parts allowed.
11. 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.

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. Approved fire lane shall be striped prior to issuance of Certificate of Occupancy.
14. Drainage and dumpster items to be addressed prior to issuance of Certificate of Occupancy.

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
Christopher Armstrong, Asst. City Engineer

Clint Philpott, Asst. City Manager
Tom Pruitt, Utility Engineer



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

Agenda Item No. 9.

Meeting Date: 11/16/2021

Prepared by: Patsy Reeves, Development Services Coordinator
Rob Rae, Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

Requested Action/Proposed Use:

2005 SOUTH SAM RAYBURN FREEWAY

The request of FRHP Lincolnshire, LLC (Owner), Camping World (Tenant) and Coree Corbin, Corbin Design Company (Representative) concerning the property located at 2005 South Sam Rayburn Freeway, being Lot 1, Block 43R of the Replat of Block 43R, Lot 1 South Side Addition, 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 Paint Booth an M-1 (Light Manufacturing) District/O-1.2 (Sam Rayburn) Overlay District.

Background:

The property is located at 2005 South Sam Rayburn Freeway, the southeast corner of Wilson Avenue and South Sam Rayburn Freeway; Camping World is the tenant. The property is zoned an M-1 (Light Manufacturing) District.

The following has been approved for the property:

- Exception to allow a 6' fence in lieu of the allowed 4' - February 11, 1992
- Variance to allow a 2' front setback for an electronic message center addition to an existing freestanding sign for a total face area of 224 square foot in lieu of the required 40' front setback in an M-1 (Light Manufacturing) District/O-1.2. (Sam Rayburn) Overlay District. - January 19, 2016
- Specific Use Permit to allow a parking lot extension for additional RV storage in a C-1 (Retail Business) District/O-1.2 (Sam Rayburn Overlay) District. (P&Z Condition: Provide 8' wood fence on the east side adjacent to residential properties and review the SUP 1 year from the time of the Certificate of Occupancy Permit is issued. - November 5, 2018 (Ord. 6164)

Camping World would like to install a spray paint booth inside their Maintenance Facility to paint RV's and RV parts.

Adjacent Zoning:

R-1 (One-Family Residential) District

C-1 (Retail Business) District

M-1 (Light Manufacturing) District

Origination:

FRHP Lincolnshire, LLC (Owner)

Camping World (Tenant)

Coree Corbin, Corbin Design Company (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:

13

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Plat

Site Plan/Submittals

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 2.

Meeting Date: 12/06/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6436

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow 235 Patio Homes in an R-1 (One-Family Residential) District in the 3100-3500 Blocks Dripping Springs Road, Being Lots 15-28, Block B, Lots 16-40, Block C, Lots 1-18, Block D, Lots 1-18, Block E, Lots 1-18, Block F, Lots 1-9, Block G, Lots 1-58, Block H, Lots 1-9, Block J and Lots 1-66, Block K of the proposed Replat of Sweetwater Springs, Phase 2, a Replat of Lot 15, Block B, Lot 16, Block C, Sweetwater Springs Subdivision, Block 7, Hilltop Estates, Lots 6-9, Block 1, Lots 2-5, Block 6, Midway Estates Addition, Lots 2-9, Block 1, Lots 2-9, Block 3, Lot 1, Block 2 and Lot 1, Block 4, Hilltop 2 Estates, Phase 1 (Barton Capital, LTD and James and Laura Frame, Owners; S2 Land Development, Developer; Strand, Civil Engineer; and Pierce-Murray Land Solutions, 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 235 Patio Homes in an R-1 (One-Family Residential) District in the 3100-3500 blocks Dripping Springs Road, Being Lots 15-28, Block B, Lots 16-40, Block C, Lots 1-18, Block D, Lots 1-18, Block E, Lots 1-18, Block F, Lots 1-9, Block G, Lots 1-58, Block H, Lots 1-9, Block J and Lots 1-66, Block K of the proposed Replat of Sweetwater Springs, Phase 2, a Replat of Lot 15, Block B, Lot 16, Block C, Sweetwater Springs Subdivision, Block 7, Hilltop Estates, Lots 6-9, Block 1, Lots 2-5, Block 6, Midway Estates Addition, Lots 2-9, Block 1, Lots 2-9, Block 3, Lot 1, Block 2 and Lot 1, Block 4, Hilltop 2 Estates, Phase 1 (Barton Capital, LTD and James and Laura Frame, Owners; S2 Land Development, Developer; Strand, Civil Engineer; and Pierce-Murray Land Solutions, Surveyor)

Background:

The property is located in the 3100-3500 Blocks of Dripping Springs Road at the southwest corner of Dripping Springs Road and Sweetwater Way. It is zoned an R-1 (One-Family Residential) District and M-H (Manufactured Housing) District. The owner would like to Replat the property, rezone a portion of the property to an R-1 (One-Family Residential) District for residential development. They are also requesting a Specific Use Permit and site plan approval to allow 235 patio homes in an R-1 (One-Family Residential) District. The applicant is including 8.09 acres of usable open space in the proposed plan, which is 18.4% of the total acreage of the development. The Patio Home Ordinance requires a minimum of 10% open space for patio home developments of 50 units or more.

Origination:

Barton Capital, LTD and James and Laura Frame (Owners)
S2 Land Development (Developer)
Strand (Civil Engineer)
Pierce-Murray Land Solutions (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the November 16, 2021 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. 6436
Exhibit A - Plat
Exhibit A Legal Description
Exhibit B - Site Plan
Location Map
Zoning Map
Zoning Sign Photo
Site Plan
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6436

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 NO MORE THAN 235 PATIO HOMES IN AN R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT IN THE 3100-3500 BLOCKS OF DRIPPING SPRINGS ROAD, BEING LOTS 15-28, BLOCK B, LOTS 16-40, BLOCK C, LOTS 1-18, BLOCK D, LOTS 1-18, BLOCK E, LOTS 1-18, BLOCK F, LOTS 1-9, BLOCK G, LOTS 1-58, BLOCK H, LOTS 1-9, BLOCK J AND LOTS 1-66, BLOCK K OF THE PROPOSED REPLAT OF SWEETWATER SPRINGS, PHASE 2, A REPLAT OF LOT 15, BLOCK B, LOT 16, BLOCK C, SWEETWATER SPRINGS SUBDIVISION, BLOCK 7, HILLTOP ESTATES, LOTS 6-9, BLOCK 1, LOTS 2-5, BLOCK 6, MIDWAY ESTATES ADDITION, LOTS 2-9, BLOCK 1, LOTS 2-9, BLOCK 3, LOT 1, BLOCK 2 AND LOT 1, BLOCK 4, HILLTOP 2 ESTATES, PHASE 1 (BARTON CAPITAL, LTD AND JAMES AND LAURA FRAME, OWNERS; S2 LAND DEVELOPMENT, DEVELOPER; STRAND, CIVIL ENGINEER; AND PIERCE-MURRAY LAND SOLUTIONS, 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, Barton Capital, LTD and James and Laura Frame (Owners), S2 Land Development (Developer), Strand (Civil Engineer) and Pierce-Murray Land Solutions (Surveyor), concerning the property located in the 3100-3500 blocks of Dripping Springs Road, Being Lots 15-28, Block B, Lots 16-40, Block C, Lots 1-18, Block D, Lots 1-18, Block E, Lots 1-18, Block F, Lots 1-9, Block G, Lots 1-58, Block H, Lots 1-9, Block J and Lots 1-66, Block K of the proposed Replat of Sweetwater Springs, Phase

2, a Replat of Lot 15, Block B, Lot 16, Block C, Sweetwater Springs Subdivision, Block 7, Hilltop Estates, Lots 6-9, Block 1, Lots 2-5, Block 6, Midway Estates Addition, Lots 2-9, Block 1, Lots 2-9, Block 3, Lot 1, Block 2 and Lot 1, Block 4, Hilltop 2 Estates, Phase 1 are granted a Specific Use Permit to allow no more than 235 Patio Homes in an R-1 (One-Family Residential) District, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include property described as **Exhibit A: Plat and Legal Description 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 R-1 (One-Family Residential) District, the Fence Ordinance, the Patio Home Ordinance and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.3; Sec. 7(13); Sec. 8 Subsection (9) and Sec. 17*)
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. 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 6.3 & Section 7, Subsection 10(b)*)
4. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
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. Replatting of the property is required.
8. Side yard setbacks must be uniform for all homes within a given block. (*Chapter 14, Exhibit A, Sec. 8, Subsection (9)*)
9. Any subdivision developed under the Patio Home (PH) standards of this ordinance shall provide usable open space which equals or exceeds ten (10) percent of the gross platted area, excluding rights-of-way for major thoroughfares. Usable open space shall not be required for a patio home development if it contains fifty (50) or fewer lots and the property contiguous (abutting or separating only by a local or collector street) to the subdivision is either developed for use other than patio homes or is restricted by zoning to not permit patio home development. Properties separated by rights-of-way, drainage or utility easements in excess of sixty (60) feet in width shall not be considered as contiguous. (*Chapter 14, Exhibit A, Sec. 8, Subsection (9)*)
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. The Replat is dependent on the approval of the Specific Use Permit to allow patio homes.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Section 2, Ordinance No. 2280.

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

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

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

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

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

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

INTRODUCED on this the 6th day of December, 2021.

ADOPTED on this the 6th day of December, 2021.

EFFECTIVE DATE on this the 6th day of December, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

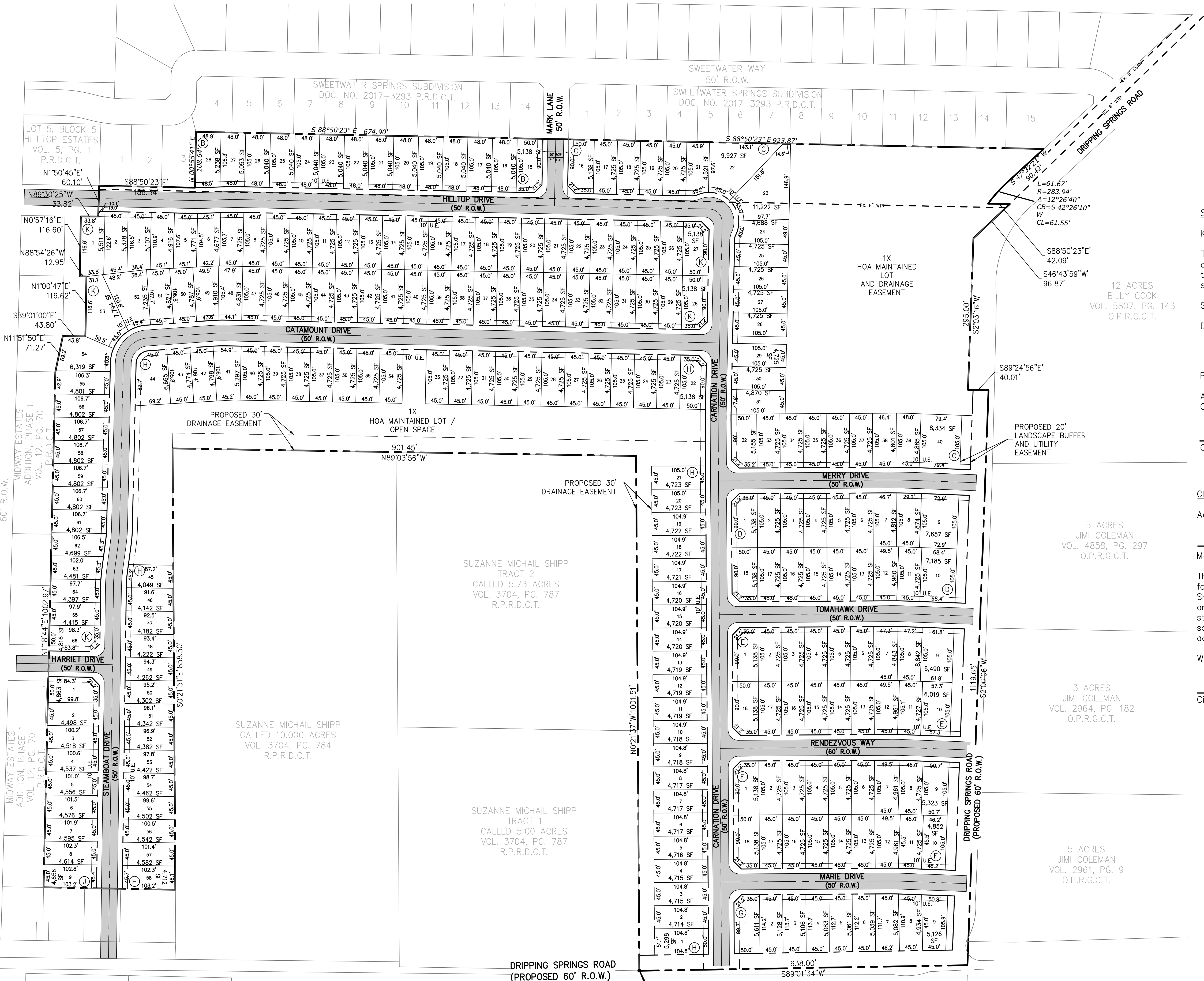
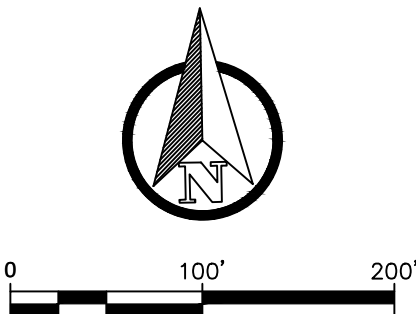
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Exhibit A - Plat



- NOTES
1. TOTAL RESIDENTIAL LOTS - 235
 2. ALL PROPOSED INTERIOR STREETS - 50' R.O.W. AND 31' B-B
 3. 30' OF R.O.W. DEDICATED FROM CENTERLINE OF DRIPPING SPRINGS ROAD TOWARDS PROPERTY.

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, _____ 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.

Signature: _____

Date: _____

PLANNING AND ZONING COMMISSION CERTIFICATE OF ACCEPTANCE

Approved this _____ day of _____, 20____, by the City Planning and Zoning Commission of the City of Sherman, Texas.

Chairman _____ Secretary _____

CITY COUNCIL CERTIFICATE OF ACCEPTANCE

Accepted by the City Council of the City of Sherman:

Mayor, City of Sherman, Texas _____ Date _____

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing final _____ replat of Subdivision or Addition to the City of Sherman was submitted to the City Council on the _____ day of _____, 20____, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements, and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this _____ day of _____, A.D. 20____

City Clerk, City of Sherman, Texas _____

BEING A REPLAT OF

SWEETWATER SPRINGS SUBDIVISION (LOT 15, BLOCK B; LOT 16, BLOCK C)
HILLTOP ESTATES (BLOCK 7)
MIDWAY ESTATES ADDITION (LOTS 6-9, BLOCK 1; LOTS 2-5 BLOCK 6)
PHASE 1 HILLTOP 2 ESTATES (LOTS 2-9, BLOCK 1; LOTS 2-9, BLOCK 3; LOT 1, BLOCK 2; LOT 1 BLOCK 4)

FINAL PLAT

LOTS 15-28, BLOCK B; LOTS 16-40, LOT 1X, BLOCK C;
LOTS 1-18, BLOCK D; LOTS 1-18, BLOCK E; LOTS 1-18, BLOCK F; LOTS 1-9, BLOCK G; LOTS 1-58, LOT 1X BLOCK H; LOTS 1-9, BLOCK J; LOTS 1-66, BLOCK K

SWEETWATER SPRINGS, PHASE 2

ZONED R-1 (ONE FAMILY RESIDENTIAL)
44.17 ACRES
SITUATED IN THE
JOHN HENDRIX SURVEY, ABSTRACT NO. 503
AND THE EUSTACIO CANTON SURVEY, ABSTRACT NUMBER 211
LOCATED IN CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

10003 TECHNOLOGY BLVD. WEST
DALLAS, TX 75220
972-620-8204
REGISTRATION NO: F-1629
DATE: 10/25/2021



OWNER:
JAMES & LAURA FRAME
508 VAWTER DRIVE
VAN ALSTYNE, TEXAS 75495

OWNER:
BARTON CAPITAL, LTD
RON BARTON
715 S. SAM RAYBURN FREEWAY
SHERMAN, TEXAS 75090

DEVELOPER:
S2 LAND DEVELOPMENT
JUSTIN CHRIST
10003 TECHNOLOGY BLVD.
DALLAS, TEXAS 75220

Exhibit A - Legal Description

OVERALL PROPERTY DESCRIPTION

BEING a tract of land situated in the Eustacio Canton Survey, Abstract Number 221 and the John Hendrix Survey, Abstract Number 503, both of the City of Sherman, Grayson County, Texas and being all of that certain 17.14 acre tract of land described in deed to Barton Capital, Ltd., as recorded in Document Number 2018-28758, Real Property Records, Grayson County, Texas, and all of Lots 15, Block B and Lot 16, Block C, Sweetwater Springs Subdivision, as recorded in Document Number 2017-3293, Plat Records, Grayson County, Texas, and all of that certain called 17.85 acre tract of land described in deed to James Frame and wife, Laura Frame, as recorded in Document Number 2019-6025, Real Property Records, Grayson County, Texas and being a part of Block 7 of A Replat of A Part of Block No. 5 and all of Block Numbers 6, 7, 8, 9, 10, 17, 18, 19, 20, 21, 26, 27, 28, 29, and 30 of Hilltop Estates, an Addition to said City of Sherman, Texas, as shown by plat of record in Volume 5, Page 1, Plat Records, Grayson County, Texas, including a part of Blocks 1 and 3 and all of Blocks 2 and 4 of that replatted portion of said Block 7 known as Phase 1, Hilltop 2 Estates Addition to said City of Sherman as shown by plat of record in Volume 9, Page 3, said Plat Records, also including all of that portion of said Block 7 known as Midway Estates Phase 2 to said City of Sherman, as shown by plat recorded in Volume 16, Page 164, said Plat Records, and 5.21 acres lying within the limits of the dedicated streets (Hilltop Drive, Bryan Lane, Marion Lane, Harriet Drive and Carter Court), shown on the above mentioned plats of record, and being more particularly described by metes and bounds as follows:

BEGINNING at a P. K. Nail found in the approximate centerline of Dripping Springs Road (a variable width Right-of-Way) and being the southwest corner of said called 17.14 acre tract, said P.K. Nail also being the southeast corner of that certain called 5.000 acre tract described in deed to Suzanne Michail Shipp, as recorded in Volume 3704, Page 787, Real Property Records, Grayson County, Texas;

THENCE N 00°21'37"W, along the common line of the west line of said called 17.14 acre tract and the east line of said called 5.000 acre tract, at a distance of 29.99 feet pass a 1/2 inch iron rod found in the apparent north Right-of-Way line of said Dripping Springs Road, then continuing along said common line and then along the east line of that certain called 5.728 acre tract of land described in deed to Suzanne Michail Shipp, as recorded in Volume 3704, Page 787, Real Property Records, Grayson County, Texas, a total distance of 1001.51 feet pass a 1/2 inch iron rod found for the northeast corner of said called 5.728 acre tract and an "L" corner in the east line of Block Number 7, of the Replat of a part of Block No. 5 and all of Blocks, 6, 7, 8, 9, 10, 17, 18, 19, 20, 21, 26, 27, 28, 29, and 30 of Hilltop Estates Subdivision, as recorded in Volume 5, Page 1, Plat Records, Grayson County, Texas and being in the southerly line of said called 17.85 acre Frame tract;

THENCE N 89°03'56"W, a distance of 901.45 feet along the common line of the southerly line of said 17.85 acre Frame tract and the north line of said called 5.728 tract and then along the north line of that certain called 10.00 acre tract of land described in deed to Suzanne Michail Shipp, as recorded in Volume 3704, Page 784, Real Property Records, Grayson County, Texas to a 1/2 inch iron rod found;

THENCE S 00°21'51"E, a distance of 858.50 feet along the common line of an east line of said called 17.85 acre Frame tract and the west line of said called 10.000 acre tract to the southeast corner of Midway Estates Addition Phase 2 and the northeasterly northeast corner of Midway Estates Addition Phase 1, as recorded in Volume 12, Page 70, Plat Records, Grayson County, Texas;

THENCE N 88°58'38"W, a distance of 256.36 feet along the most southerly line of said called 17.85 acre Frame tract, the south line of said Midway Estates Addition Phase 2 and the most southerly north line of

said Midway Estates Addition Phase 1 to a 1/2 inch iron rod found for the southwest corner of said Midway Estates Addition Phase 2;

THENCE N 01°18'44"E, a distance of 1002.97 feet along the east line of said Midway Estates Addition Phase 1 and the west line of said called 17.85 acre Frame tract to a 1/2 inch iron rod with cap stamped "Sarin 3694" found;

THENCE N 11°51'50"E, a distance of 71.27 feet continuing along said west line;

THENCE S 89°01'00"E, a distance of 43.80 feet continuing along said west line to a 1/2 iron rod with cap stamped "Sarin 3694" found;

THENCE N 01°00'47"E, a distance of 116.62 feet continuing along said west line to a 1/2 inch iron rod found;

THENCE N 88°54'26"W, a distance of 12.95 feet continuing along said west line to a 1/2 inch iron rod found;

THENCE N 00°57'16"E, a distance of 116.60 feet continuing along said west line to a 1/2 inch iron rod with cap stamped "Sarin 3694" found in the south Right-of-Way line of Hilltop Drive (a 60' Right-of-Way, not open or constructed);

THENCE S 89°30'25"E, a distance of 33.82 feet continuing along said west line and said south Right-of-Way line to a 1/2 inch iron rod found;

THENCE N 01°50'45"E, a distance of 60.10 feet continuing along said west line to a 1/2 inch iron rod found in the north Right-of-Way line of said Hilltop Drive and being the most northerly northwest corner of said called 17.85 acre Frame tract and being in the south line of the aforementioned Sweetwater Springs Subdivision;

THENCE S 88°50'23"E, a distance of 186.34 feet along the south line of said Sweetwater Springs Subdivision and the north line of said called 17.85 acre Frame tract to a 1/2 iron rod with cap stamped "GCP 6578" found at the southwest corner of the aforementioned Lot 15, Block B, said Sweetwater Springs Subdivision;

THENCE N 00°55'41"E, a distance of 108.64 feet along the west line of said Lot 15 to the northwest corner of said Lot 15;

THENCE S 88°50'23"E, a distance of 674.90 feet along the north line of said Lot 15 to the northeast corner of said Lot 15 and the west Right-of-Way line of Mark Lane (a 50' Right-of-Way, not open or constructed in this area);

THENCE S 01°09'37"W, a distance of 108.64 feet along the east line of said Lot 15 and said west Right-of-Way to a 1/2 inch iron rod found, being in the north line of said called 17.85 acre Frame tract and the north Right-of-Way line of said Hilltop Drive;

THENCE S 88°50'23"E, a distance of 50.00 feet along the north line of said called 17.85 acre Frame tract and the north Right-of-Way line of said Hilltop Drive to a 1/2 inch iron rod with cap stamped "GCP 6578"

found for the southwest corner of the aforementioned Lot 16, Block C, Sweetwater Springs Subdivision and also being the east Right-of-Way line of the aforementioned Mark Lane;

THENCE N 01°09'37"E, a distance of 108.64 feet along said east Right-of-Way and the west line of said Lot 16 to a 1/2 inch iron rod found for the northwest corner of said Lot 16;

THENCE S 88°50'23"E, a distance of 923.87 feet along the north line of said Lot 16 to a 1/2 inch iron rod with cap stamped "GCP 6578" found for the northeast corner of said Lot 16 and being in the west Right-of-Way line of Dripping Springs Road;

THENCE S 47°32'21"W, a distance of 90.42 feet along the east line of said Lot 16 and said west Right-of-Way line to a 1/2 inch iron rod with cap stamped "GCP 6578" found at the beginning of a curve to the left;

THENCE continuing along the east line of said Lot 16 and said west Right-of-Way line and with said curve to the left, an arc distance of 61.67 feet, through a central angle of 12°26'40", having a radius of 283.94 feet and a long chord of which bears S 42°26'10"W, 61.55 feet to a 1/2 inch iron rod with cap stamped "GCP 6578" found for the southeast corner of said Lot 16 and being in the north line of said called 17.85 acre Frame tract;

THENCE S 88°50'23"E, a distance of 42.09 feet along said north line to the existing west Right-of-Way line of said Dripping Springs Road;

THENCE S 46°43'59"W, a distance of 96.87 feet along the east line of said called 17.85 acre Frame tract and said existing west Right-of-Way line;

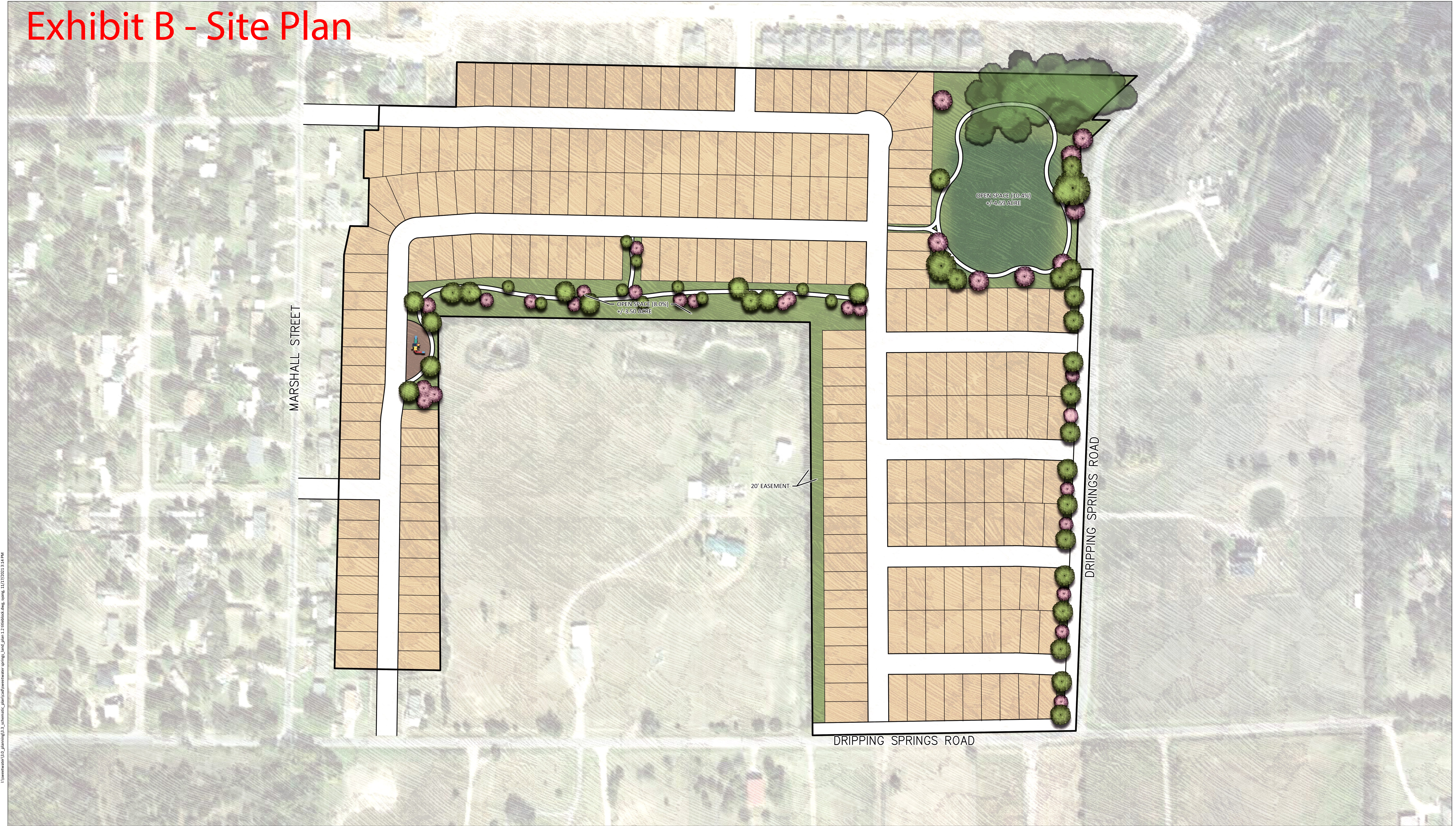
THENCE S 02°03'16"W, a distance of 295.00 feet continuing along the east line of said called 17.85 acre Frame tract and said existing west Right-of-Way line to the most easterly southeast corner of the aforementioned Lot 7 and being in the north line of the aforementioned called 17.14 acre Barton Capital, Ltd. Tract;

THENCE S 89°24'56"E, a distance of 40.01 feet along the north line of said called 17.14 acre tract to a Mag Nail set in the approximate centerline of said Dripping Springs Road;

THENCE S 02°06'06"W along the east line of said called 17.14 acre tract and said centerline, at 493.14 pass a Railroad Spike found, at 806.69 feet pass a Spike found, in all a total distance of 1119.65 feet to a 1/2 inch iron rod found at the intersection of the centerline of said Dripping Springs Road to the north and west and Brown Road to the east;

THENCE S 89°01'34"W, a distance of 638.00 feet along the south line of said called 17.14 acre tract and the centerline of said Dripping Springs Road, returning to the Point of Beginning and containing 1,918,543 square feet or 44.044 acres of land, more or less.

Exhibit B - Site Plan



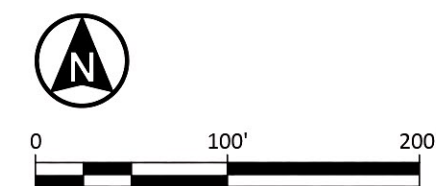
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PLANNING + LANDSCAPE ARCHITECTURE

This exhibit is an illustrative representation for presentation purposes only and should not be used for computation or construction purposes. The information provided within should be considered a graphic representation to aid in determining plan components and relationships and is subject to change without notice. All property boundaries, easements, road alignments, drainage, floodplains, environmental issues and other information shown is approximate and should not be relied upon for any purpose. No warranties, express or implied, concerning the actual design, accuracy, location, and character of the facilities shown on this exhibit are intended.

@ 2021 STRAND, ALL RIGHTS RESERVED

10003 TECHNOLOGY BLVD WEST | DALLAS TEXAS 75220 | 972 620 8204



11/17/2021

± 44.17 ACRES OF LAND

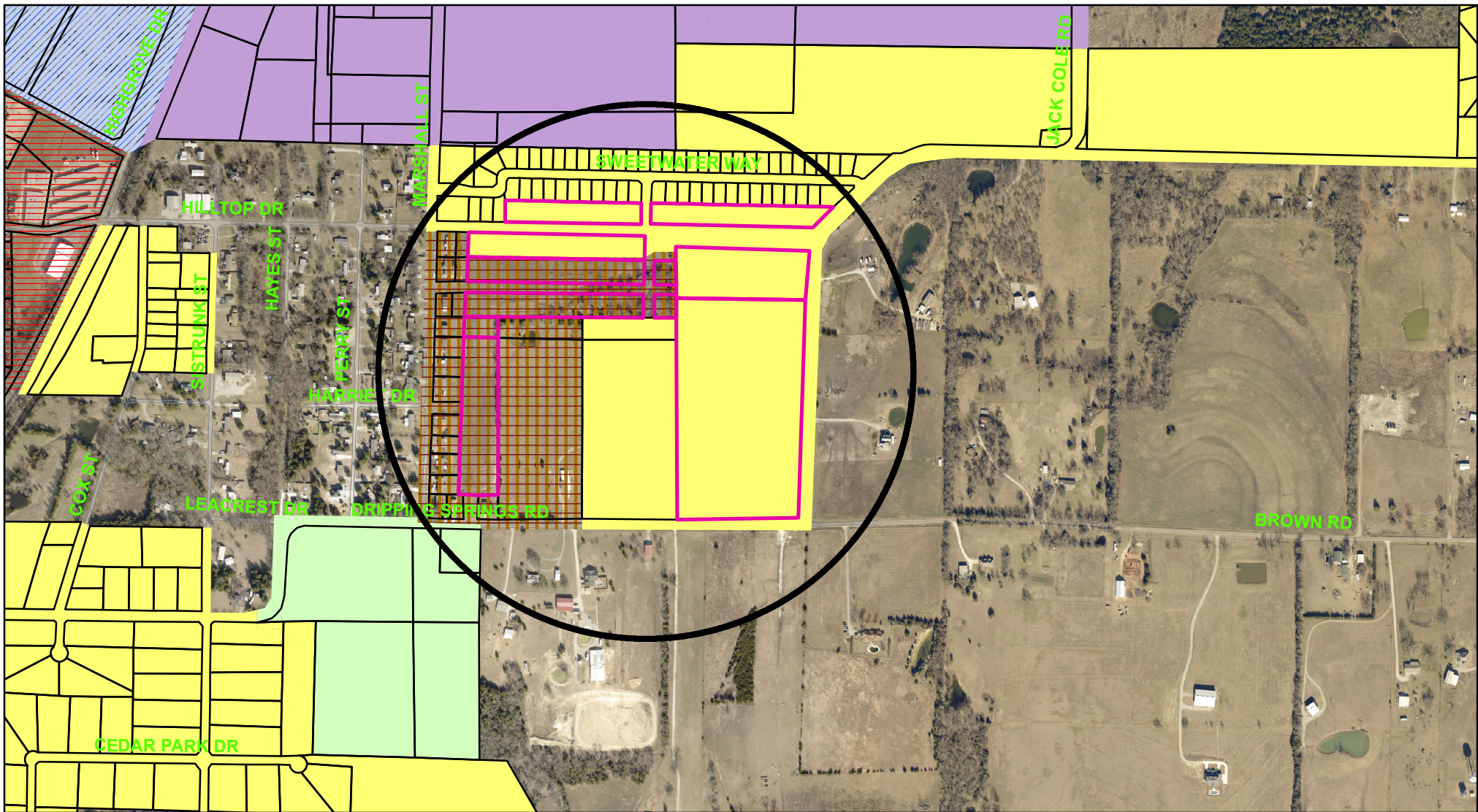
SWEETWATER SPRINGS - PHASE 2

SCHEMATIC PLAN

PRELIMINARY LOT COUNT TABLE	
RESIDENTIAL TYPE	SUBTOTAL
45' x 105' (TYP)	236

PRELIMINARY OPEN SPACE	
OPEN SPACE AREA	%
+/- 8.09 ACRE	18.4





Zoning - 3100-3500 Blocks Dripping Springs 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 = 700 ft

3100-3500 Blocks Dripping Springs Road



Oct 28, 2021 at 12:38 PM

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PLANNING + LANDSCAPE ARCHITECTURE



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0 100' 200'

10003 TECHNOLOGY BLVD WEST | DALLAS TEXAS 75220 | 972.620.8204

11/17/2021

± 44.17 ACRES OF LAND

SWEETWATER SPRINGS - PHASE 2

SCHEMATIC PLAN

PRELIMINARY LOT COUNT TABLE	
RESIDENTIAL TYPE	SUBTOTAL
45' x 105' (TYP)	236

PRELIMINARY OPEN SPACE	
OPEN SPACE AREA	%
+/- 8.09 ACRE	18.4

STAFF REVIEW LETTER

November 9, 2021

Barton Capital, LTD
715 S. Sam Rayburn Freeway
Sherman, TX 75090

S2 Land Development
Justin Christ
10003 Technology Blvd.
Dallas, TX 75220

Strand
Ashley Williams, P.E.
10003 Technology Blvd.
Dallas, TX 75220

Pierce-Murray Land Solutions
800 Tallyho Circle
Tyler, TX 75703

Dear Applicants,

The request for a Zone change approval under Ordinance No. 2280, Section 12, from an M-H (Manufactured Housing) District to an R-1 (One-Family Residential) District and Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow (235) patio homes in an R-1 (One-Family Residential) District located in the 3100-3500 blocks of Dripping Springs Road has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, November 16, 2021 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-1 (One-Family Residential) District, the Fence Ordinance, the Patio Home Ordinance and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.3; Sec. 7(13); Sec. 8 Subsection (9) and Sec. 17*)
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. 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 6.3 & Section 7, Subsection 10(b)*)
4. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
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. Replatting of the property is required.
8. Side yard setbacks must be uniform for all homes within a given block. (*Chapter 14, Exhibit A, Sec. 8, Subsection (9)*)
9. Any subdivision developed under the Patio Home (PH) standards of this ordinance shall provide usable open space which equals or exceeds ten (10) percent of the gross platted area, excluding rights-of-way for major thoroughfares. Usable open space shall not be required for a patio home development if it contains fifty (50) or fewer lots and the property contiguous (abutting or

separating only by a local or collector street) to the subdivision is either developed for use other than patio homes or is restricted by zoning to not permit patio home development. Properties separated by rights-of-way, drainage or utility easements in excess of sixty (60) feet in width shall not be considered as contiguous. (*Chapter 14, Exhibit A, Sec. 8, Subsection (9)*)

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. The Replat is dependent on the approval of the Specific Use Permit to allow patio homes.

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
Christopher Armstrong, Asst. City Engineer

Clint Philpott, Asst. City Manager
Tom Pruitt, Utility Engineer



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

Agenda Item No. 31.

Meeting Date: 11/16/2021

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:

3100-3500 BLOCKS DRIPPING SPRINGS ROAD

The request of Barton Capital, LTD and James and Laura Frame (Owners), S2 Land Development (Developer), Strand (Civil Engineer) and Pierce-Murray Land Solutions (Surveyor) concerning the property in the 3100-3500 blocks of Dripping Springs Road, being 44.044 acres in Eustacio Canton Survey, Abstract No. 221 and the John Hendrix Survey, Abstract No. 503 and being all of Lots 15, Block B and Lot 16, Block C, Sweetwater Springs Subdivision, and being a part of Block 7 of A Replat of A Part of Block No. 5 and all of Block Numbers 6, 7, 8, 9, 10, 17, 18, 19, 20, 21, 26, 27, 28, 29, and 30 of Hilltop Estates, including a part of Blocks 1 and 3 and all of Blocks 2 and 4 of that replatted portion of said Block 7 known as Phase 1, Hilltop 2 Estates Addition, also including all of that portion of said Block 7 known as Midway Estates Phase 2, and 5.21 acres lying within the limits of the dedicated streets (Hilltop Drive, Bryan Lane, Marion Lane, Harriet Drive and Carter Court, as follows:

Planning and Zoning Commission

- A. Replat approval of Sweetwater Springs, Phase 2, a Replat of Lot 15, Block B, Lot 16, Block C, Sweetwater Springs Subdivision, Block 7, Hilltop Estates, Lots 6-9, Block 1, Lots 2-5, Block 6, Midway Estates Addition, Lots 2-9, Block 1, Lots 2-9, Block 3, Lot 1, Block 2 and Lot 1, Block 4, Hilltop 2 Estates, Phase 1
- B. Zone change approval under Ordinance No. 2280, Section 12 from an M-H (Manufactured Housing) District to an R-1 (One-Family Residential) District; Being 13.150 acres in the in Eustacio Canton Survey, Abstract No. 221 and the John Hendrix Survey, Abstract No. 503, and being a part of Block 7 of a Replat of a Part of Block No. 5 and all of Block Numbers 6, 7, 8, 9, 10, 17, 18, 19, 20, 21, 26, 27, 28, 29, and 30 of Hilltop Estates including a part of Blocks 1 and 3 and all of Blocks 2 and 4 of that replatted portion of said Block 7 known as Phase 1, Hilltop 2 Estates Addition also including all of that portion of said Block 7 known as Midway Estates Phase 2 and including 2.81 acres lying within the limits of the dedicated streets (Bryan Lane, Marion Lane, Harriet Drive and Carter Court.
- C. Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow (235) patio homes in an R-1 (One-Family Residential) District. Being Lots 15-28, Block B, Lots 16-40, Block C, Lots 1-18, Block D, Lots 1-18, Block E, Lots 1-18, Block F, Lots 1-9,

Block G, Lots 1-58, Block H, Lots 1-9, Block J and Lots 1-66, Block K of the proposed Replat of Sweetwater Springs, Phase 2, a Replat of Lot 15, Block B, Lot 16, Block C, Sweetwater Springs Subdivision, Block 7, Hilltop Estates, Lots 6-9, Block 1, Lots 2-5, Block 6, Midway Estates Addition, Lots 2-9, Block 1, Lots 2-9, Block 3, Lot 1, Block 2 and Lot 1, Block 4, Hilltop 2 Estates, Phase 1

Background:

The property is located in the 3100-3500 Blocks of Dripping Springs Road at the southwest corner of Dripping Springs Road and Sweetwater Way. It is zoned an R-1 (One-Family Residential) District and M-H (Manufactured Housing) District. The owner would like to Replat the property, rezone a portion of the property to an R-1 (One-Family Residential) District for residential development. They are also requesting a Specific Use Permit and site plan approval to allow 253 patio homes in an R-1 (One-Family Residential) District.

Adjacent Zoning:

R-1 (One-Family Residential) District
M-H (Manufactured Housing) District

Origination:

Barton Capital, LTD and James and Laura Frame (Owners)
S2 Land Development (Developer)
Strand (Civil Engineer)
Pierce-Murray Land Solutions (Surveyor)

Master Plan Designation:

Agricultural and Rural – Typically are large parcels that are primarily used for crops or pasture land. These low density regions surrounding the City do not have significant demands on the transportation or utilities network.

Number of notices mailed:

43

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Sweetwater Springs Phase 2
Zoning Exhibit
Site Plan
Staff Review Letter - Replat



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 3.

Meeting Date: 12/06/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6437

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-1 (One-Family Residential) District, located in the 3100-3500 Blocks of Dripping Springs Road, Being 13.150 acres in the Eustacio Canton Survey, Abstract No. 221 and the John Hendrix Survey, Abstract No. 503, and being a part of Block 7 of a Replat of a Part of Block No. 5 and all of Block Numbers 6, 7, 8, 9, 10, 17, 18, 19, 20, 21, 26, 27, 28, 29, and 30 of Hilltop Estates including a Part of Blocks 1 and 3 and all of Blocks 2 and 4 of that Replatted Portion of Said Block 7 Known as Phase 1, Hilltop 2 Estates Addition also Including all of that Portion of said Block 7 known as Midway Estates Phase 2 and Including 2.81 Acres Lying within the Limits of the Dedicated Streets (Bryan Lane, Marion Lane, Harriet Drive and Carter Court) (Barton Capital, LTD and James and Laura Frame, Owners; S2 Land Development, Developer; Strand, Civil Engineer; and Pierce-Murray Land Solutions, 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 Barton Capital, LTD and James and Laura Frame (Owners), S2 Land Development (Developer), Strand (Civil Engineer) and Pierce-Murray Land Solutions (Surveyor) concerning the property in the 3100-3500 blocks of Dripping Springs Road, being 13.150 acres in the in Eustacio Canton Survey, Abstract No. 221 and the John Hendrix Survey, Abstract No. 503, and being a part of Block 7 of a Replat of a Part of Block No. 5 and all of Block Numbers 6, 7, 8, 9, 10, 17, 18, 19, 20, 21, 26, 27, 28, 29, and 30 of Hilltop Estates including a part of Blocks 1 and 3 and all of Blocks 2 and 4 of that replatted portion of said Block 7 known as Phase 1, Hilltop 2 Estates Addition also including all of that portion of said Block 7 known as Midway Estates Phase 2 and including 2.81 acres lying within the limits of the dedicated streets (Bryan Lane, Marion Lane, Harriet Drive and Carter Court) for zone change approval from an M-H (Manufactured Housing) District to an R-1 (One-Family Residential) District.

Background:

The property is located in the 3100-3500 Blocks of Dripping Springs Road at the southwest corner of Dripping Springs Road and Sweetwater Way. It is zoned an R-1 (One-Family Residential) District and M-H (Manufactured Housing) District. The owner would like to Replat the property, rezone a portion of the property to an R-1 (One-Family Residential) district for residential development. They are also requesting a Specific Use Permit and site plan approval to allow 253 patio homes in an R-1 (One-Family Residential) District.

Origination:

Barton Capital, LTD and James and Laura Frame (Owners)
S2 Land Development (Developer)
Strand (Civil Engineer)
Pierce-Murray Land Solutions (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the November 16, 2021 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. 6437
Exhibit A - Site Plan
Exhibit B - Field Notes
Location Map
Zoning Map
Zoning Sign Photo
Sweetwater Springs Phase 2
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6437

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 IN THE 3100-3500 BLOCKS OF DRIPPING SPRINGS ROAD, BEING 13.150 ACRES IN THE EUSTACIO CANTON SURVEY, ABSTRACT NO. 221 AND THE JOHN HENDRIX SURVEY, ABSTRACT NO. 503, AND BEING A PART OF BLOCK 7 OF A REPLAT OF A PART OF BLOCK NO. 5 AND ALL OF BLOCK NUMBERS 6, 7, 8, 9, 10, 17, 18, 19, 20, 21, 26, 27, 28, 29, AND 30 OF HILLTOP ESTATES INCLUDING A PART OF BLOCKS 1 AND 3 AND ALL OF BLOCKS 2 AND 4 OF THAT REPLATTED PORTION OF SAID BLOCK 7 KNOWN AS PHASE 1, HILLTOP 2 ESTATES ADDITION ALSO INCLUDING ALL OF THAT PORTION OF SAID BLOCK 7 KNOWN AS MIDWAY ESTATES PHASE 2 AND INCLUDING 2.81 ACRES LYING WITHIN THE LIMITS OF THE DEDICATED STREETS (BRYAN LANE, MARION LANE, HARRIET DRIVE AND CARTER COURT) (BARTON CAPITAL, LTD AND JAMES AND LAURA FRAME, OWNERS; S2 LAND DEVELOPMENT, DEVELOPER; STRAND, CIVIL ENGINEER; AND PIERCE-MURRAY LAND SOLUTIONS, 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 – Site Plan and Exhibit B – Field Notes**, attached hereto, located in the 3100-3500 blocks of Dripping Springs Road, and all streets, roads and alleyways contiguous and/or adjacent thereto, 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 6th day of December, 2021.

ADOPTED on this the 6th day of December, 2021.

EFFECTIVE DATE on this the 6th day of December, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

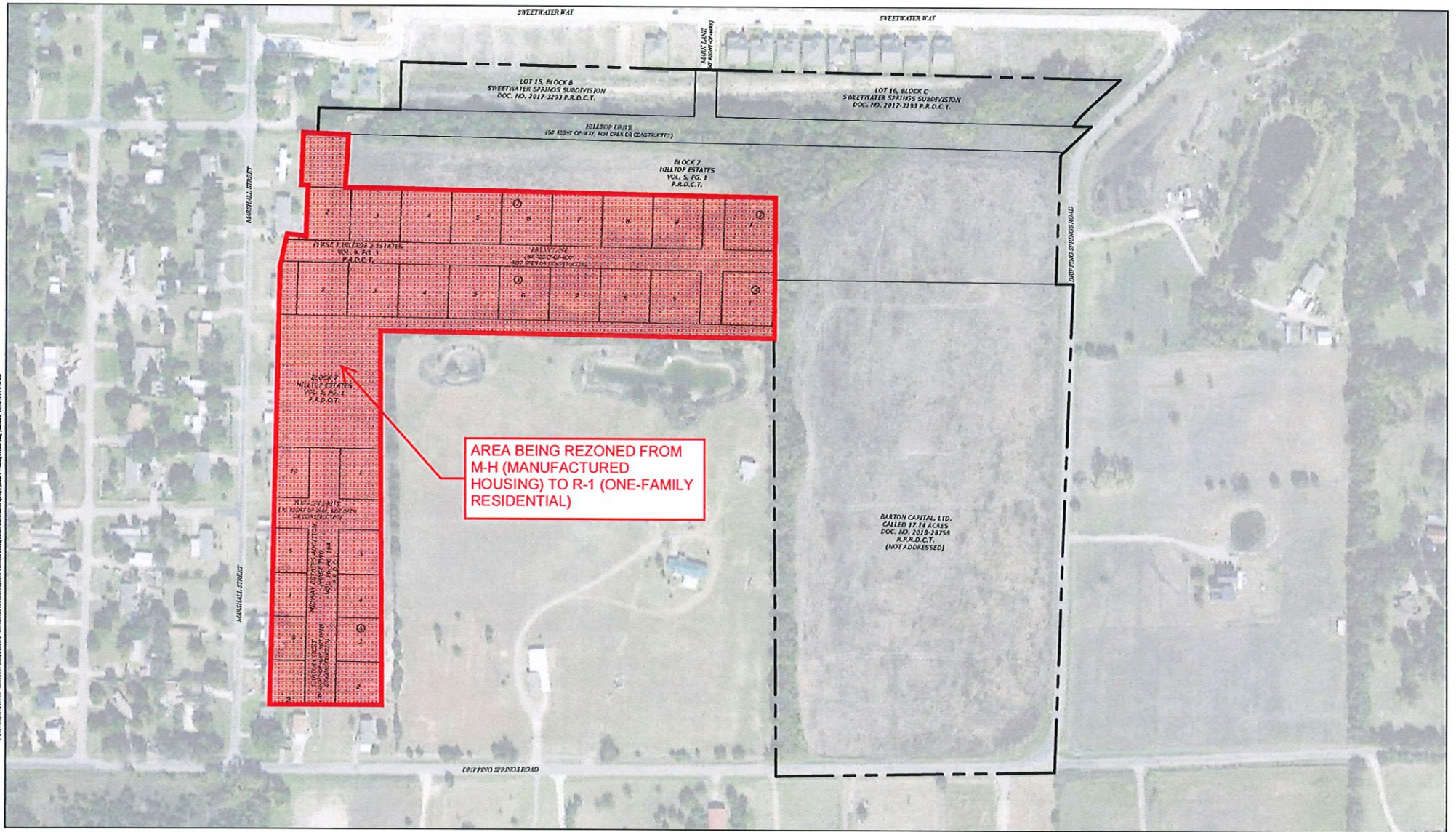
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Exhibit A - Site Plan



± 44 ACRES OF LAND
SWEETWATER SPRINGS, PHASE 2
SHERMAN, TX
ZONE CHANGE EXHIBIT

Exhibit B - Field Notes

ZONING DESCRIPTION

MH TO R-1 13.150 ACRES

BEING a tract of land situated in the Eustacio Canton Survey, Abstract Number 221 and the John Hendrix Survey, Abstract Number 503, both of the City of Sherman, Grayson County, Texas and being a portion of that certain called 23.06 acre tract of land described in deed to James Frame and wife, Laura Frame, as recorded in Document Number 2019-6025, Real Property Records, Grayson County, Texas and being a part of Block 7 of a Replat of a Part of Block No. 5 and all of Block Numbers 6, 7, 8, 9, 10, 17, 18, 19, 20, 21, 26, 27, 28, 29, and 30 of Hilltop Estates, an Addition to said City of Sherman, Texas, as shown by plat of record in Volume 5, Page 1, Plat Records, Grayson County, Texas, including a part of Blocks 1 and 3 and all of Blocks 2 and 4 of that replatted portion of said Block 7 known as Phase 1, Hilltop 2 Estates Addition to said City of Sherman as shown by plat of record in Volume 9, Page 3, said Plat Records, also including all of that portion of said Block 7 known as Midway Estates Phase 2 to said City of Sherman, as shown by plat recorded in Volume 16, Page 164, said Plat Records, and including 2.81 acres lying within the limits of the dedicated streets (Bryan Lane, Marion Lane, Harriet Drive and Carter Court), shown on the above mentioned plats of record, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of said Midway Estates Addition Phase 2, also being the northeast corner of Lot 1, the southeast corner of Lot 2 and the northwest corner of Lot 10, of Block 1, Midway Estates Addition, Phase One, as recorded in Volume 12, Page 70, Plat Records, Grayson County, Texas;

THENCE N 01°18'44"E, a distance of 1002.97 feet along the east line of said Midway Estates Addition Phase 1 and the west line of said Frame tract to a 1/2 inch iron rod with cap stamped "Sarin 3694" found at the northeast corner of Lot 5, Block 2, said Midway Estates Addition Phase 1;

THENCE N 11°51'50"E, a distance of 71.27 feet continuing along said west line to a 1/2 inch iron rod with cap stamped "Pierce Murray" set for the southeast corner of Lot 2, Block 3, said Midway Estates Addition Phase 1 and being in the south line of that certain tract of land described in deed to James L. Gossett and Candace Gossett, Husband and Wife, as recorded in Document Number 2019-19953, Real Property Records, Grayson County, Texas;

THENCE S 89°01'00"E, a distance of 43.80 feet continuing along said west line and along said south line to a 1/2 iron rod with cap stamped "Sarin 3694" found for the southeast corner of said Gossett tract;

THENCE N 01°00'47"E, a distance of 111.13 feet continuing along said west line and along the east line of said Gossett tract to the common line of the north line of the existing Manufacturing Housing District and the south line of the existing R-1 One Family Residential District as shown on the City of Sherman website (cityofsherman.maps.arcgis.com);

THENCE S 88°54'00"E, a distance of 957.52 feet along said common line;

THENCE N 47°53' 21"E, a distance of 45.60 feet continuing along said common line;

THENCE S 88°49'39"E, a distance of 82.59 feet continuing along said common line to an "L" corner in said common line;

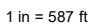
Exhibit B - Field Notes

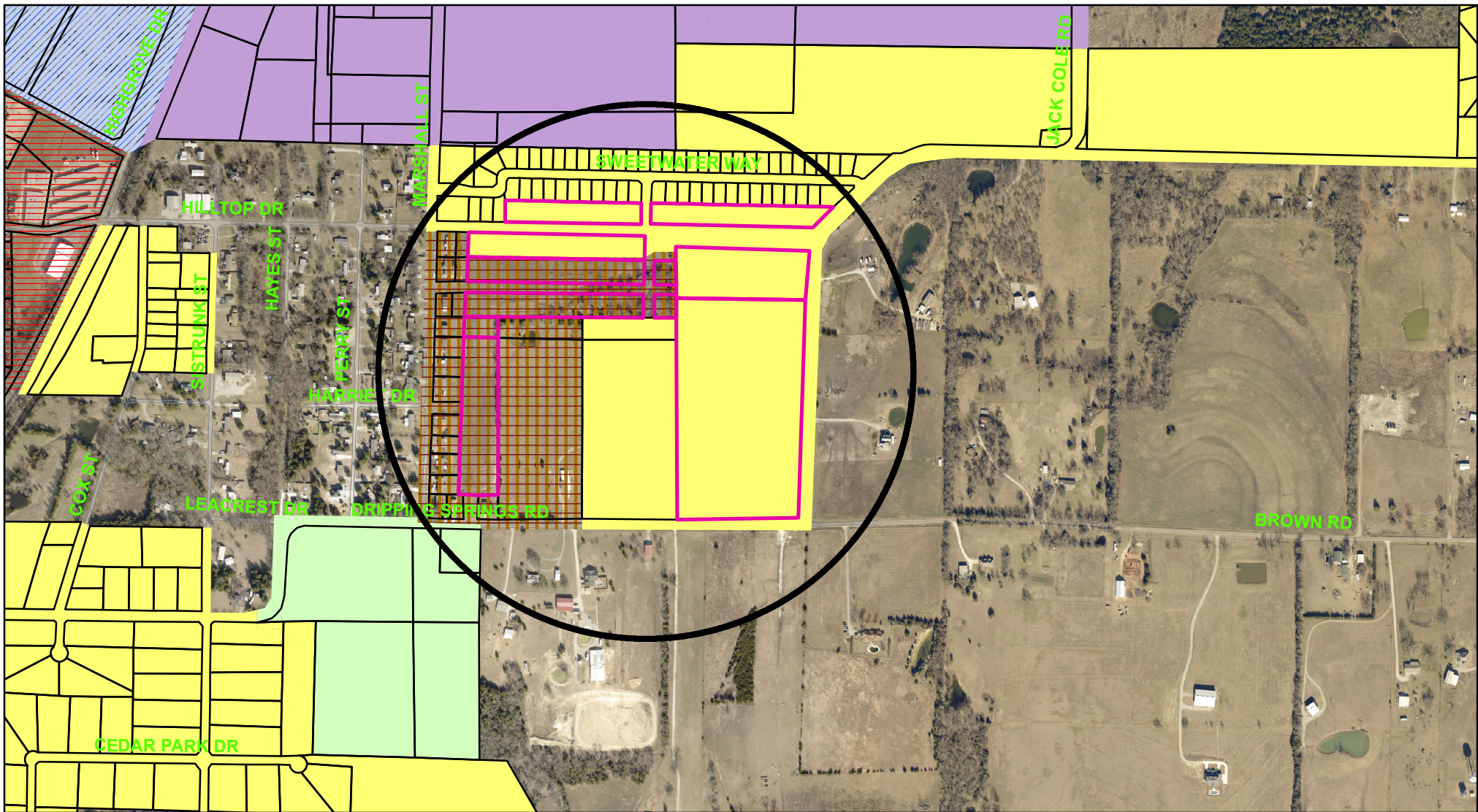
THENCE S 00°47'55"W, a distance of 354.16 feet along said common line to a 1/2 iron rod found, being the northeast corner of that certain called 5.728 acre tract of land described in deed to Suzanne Michail Shipp, as recorded in Volume 3704, Page 787, Real Property Records, Grayson County, Texas;

THENCE N 89°03'56"W, a distance of 901.45 feet along the common line of the southerly line of said Frame tract and the north line of said called 5.728 tract and then along the north line of that certain called 10.00 acre tract of land described in deed to Suzanne Michail Shipp, as recorded in Volume 3704, Page 784, Real Property Records, Grayson County, Texas to a 1/2 inch iron rod found;

THENCE S 00°21'51"E, a distance of 858.50 feet along the common line of an east line of said Frame tract and the west line of said called 10.000 acre tract to a 1/2 inch iron rod with cap stamped "Pierce Murray" set for the southeast corner of the aforementioned Midway Estates Addition Phase 2 and the northeast corner of Lot 1, Block 6, Midway Estates Addition Phase 1;

THENCE N 88°58'38"W, a distance of 256.36 feet along the most southerly line of said Frame tract, the south line of said Midway Estates Addition Phase 2 and the most southerly north line of said Midway Estates Addition Phase 1 returning to the Point of Beginning and containing 572,831 square feet or 13.150 acres of land, more or less.





Zoning - 3100-3500 Blocks Dripping Springs 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



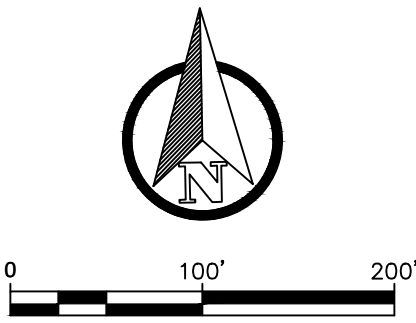
NOT TO SCALE

1 in = 700 ft

3100-3500 Blocks Dripping Springs Road



Oct 28, 2021 at 12:38 PM



- NOTES
1. TOTAL RESIDENTIAL LOTS - 235
 2. ALL PROPOSED INTERIOR STREETS - 50' R.O.W. AND 31' B-B
 3. 30' OF R.O.W. DEDICATED FROM CENTERLINE OF DRIPPING SPRINGS ROAD TOWARDS PROPERTY.

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, _____ 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.

Signature: _____

Date: _____

PLANNING AND ZONING COMMISSION CERTIFICATE OF ACCEPTANCE

Approved this _____ day of _____, 20____, by the City Planning and Zoning Commission of the City of Sherman, Texas.

Chairman _____ Secretary _____

CITY COUNCIL CERTIFICATE OF ACCEPTANCE

Accepted by the City Council of the City of Sherman:

Mayor, City of Sherman, Texas _____ Date _____

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing final _____ replat of Subdivision or Addition to the City of Sherman was submitted to the City Council on the _____ day of _____, 20____, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements, and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this _____ day of _____, A.D. 20____

City Clerk, City of Sherman, Texas _____

BEING A REPLAT OF

SWEETWATER SPRINGS SUBDIVISION (LOT 15, BLOCK B; LOT 16, BLOCK C)
HILLTOP ESTATES (BLOCK 7)
MIDWAY ESTATES ADDITION (LOTS 6-9, BLOCK 1; LOTS 2-5 BLOCK 6)
PHASE 1 HILLTOP 2 ESTATES (LOTS 2-9, BLOCK 1; LOTS 2-9, BLOCK 3; LOT 1, BLOCK 2; LOT 1 BLOCK 4)

FINAL PLAT

LOTS 15-28, BLOCK B; LOTS 16-40, LOT 1X, BLOCK C;
LOTS 1-18, BLOCK D; LOTS 1-18, BLOCK E; LOTS 1-18, BLOCK F; LOTS 1-9, BLOCK G; LOTS 1-58, LOT 1X BLOCK H; LOTS 1-9, BLOCK J; LOTS 1-66, BLOCK K

SWEETWATER SPRINGS, PHASE 2

ZONED R-1 (ONE FAMILY RESIDENTIAL)
44.17 ACRES
SITUATED IN THE
JOHN HENDRIX SURVEY, ABSTRACT NO. 503
AND THE EUSTACIO CANTON SURVEY, ABSTRACT NUMBER 211
LOCATED IN CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

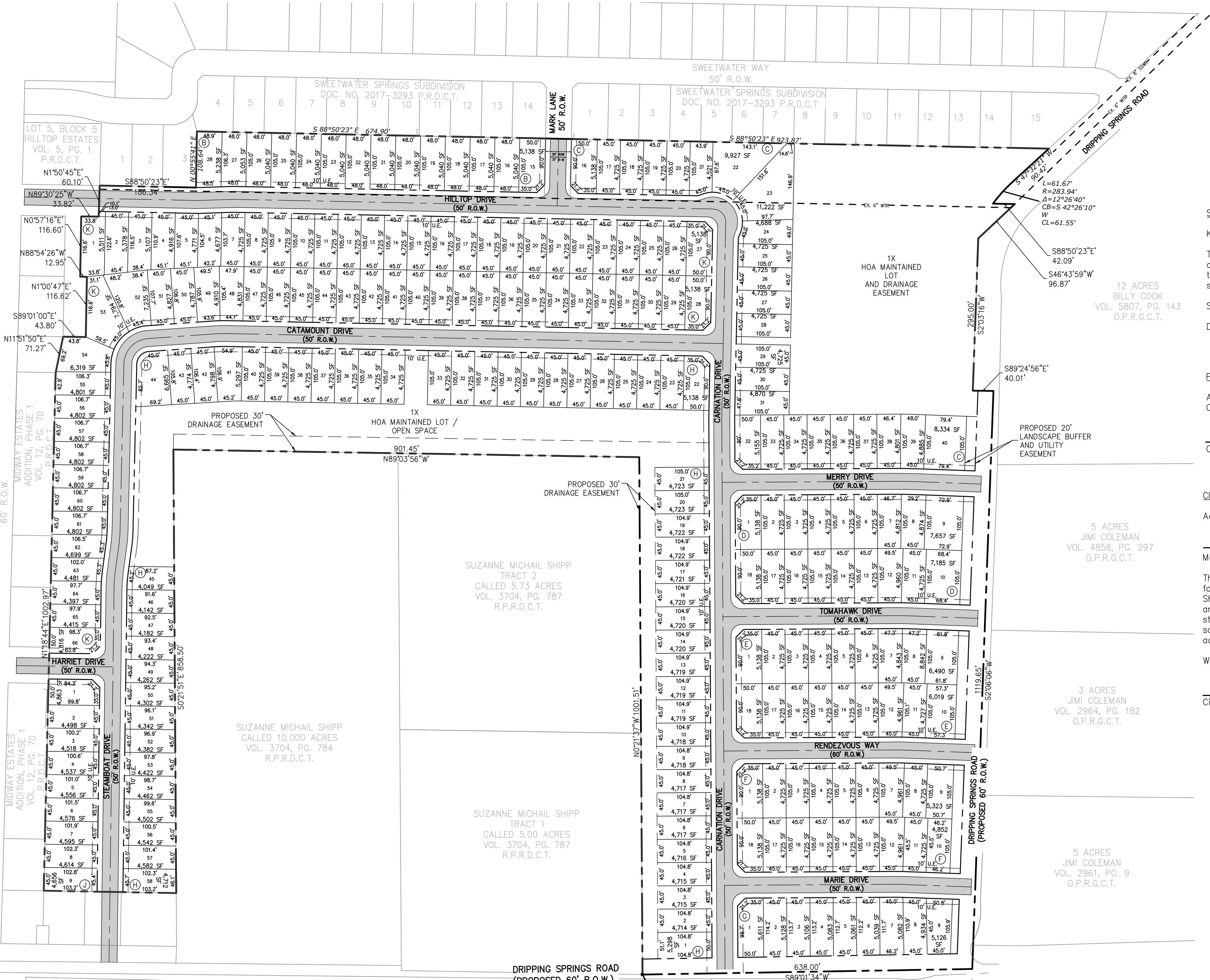
10003 TECHNOLOGY BLVD. WEST
DALLAS, TX 75220
972-620-8204
REGISTRATION NO: F-1629
DATE: 10/25/2021



OWNER:
JAMES & LAURA FRAME
508 VAWTER DRIVE
VAN ALSTYNE, TEXAS 75495

OWNER:
BARTON CAPITAL, LTD
RON BARTON
715 S. SAM RAYBURN FREEWAY
SHERMAN, TEXAS 75090

DEVELOPER:
S2 LAND DEVELOPMENT
JUSTIN CHRIST
10003 TECHNOLOGY BLVD.
DALLAS, TEXAS 75220



FERNANDO MERAZ
AND ANGELA MERAZ
CALLED 1.000 ACRES
VOL. 5037, PG. 17
R.P.R.D.C.T.

FERNANDO MERAZ
AND ANGELA MERAZ
CALLED 5.507 ACRES
VOL. 4768, PG. 285
R.P.R.D.C.T.

5 ACRES
ROBERTO MERAZ
VOL. 4894, PG. 680
O.P.R.G.C.T.

24 ACRES
DANNY PETERSEN
DOC. #2021-22547
O.P.R.G.C.T.

5 ACRES
CLAUDIA LOPEZ
DOC. #2020-9559
O.P.R.G.C.T.

38 ACRES
ARMANDO TOVAR
DOC. #2018-18230
O.P.R.G.C.T.

20 ACRES
DUSTIN EUGENE VANSICKLE
VOL. 5756, PG. 545
O.P.R.G.C.T.

5 ACRES
JIMI COLEMAN
VOL. 2961, PG. 9
O.P.R.G.C.T.

3 ACRES
JIMI COLEMAN
VOL. 2964, PG. 182
O.P.R.G.C.T.

5 ACRES
JIMI COLEMAN
VOL. 4858, PG. 297
O.P.R.G.C.T.

12 ACRES
BILLY COOK
VOL. 5807, PG. 143
O.P.R.G.C.T.

SUZANNE MICHAEL SHIPP
CALLED 10.000 ACRES
VOL. 3704, PG. 784
R.P.R.D.C.T.

SUZANNE MICHAEL SHIPP
TRACT 2
CALLED 5.73 ACRES
VOL. 3704, PG. 787
R.P.R.D.C.T.

SUZANNE MICHAEL SHIPP
TRACT 1
CALLED 5.00 ACRES
VOL. 3704, PG. 787
R.P.R.D.C.T.

STAFF REVIEW LETTER

November 9, 2021

Barton Capital, LTD
715 S. Sam Rayburn Freeway
Sherman, TX 75090

S2 Land Development
Justin Christ
10003 Technology Blvd.
Dallas, TX 75220

Strand
Ashley Williams, P.E.
10003 Technology Blvd.
Dallas, TX 75220

Pierce-Murray Land Solutions
800 Tallyho Circle
Tyler, TX 75703

Dear Applicants,

The request for a Zone change approval under Ordinance No. 2280, Section 12, from an M-H (Manufactured Housing) District to an R-1 (One-Family Residential) District and Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow (235) patio homes in an R-1 (One-Family Residential) District located in the 3100-3500 blocks of Dripping Springs Road has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, November 16, 2021 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-1 (One-Family Residential) District, the Fence Ordinance, the Patio Home Ordinance and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.3; Sec. 7(13); Sec. 8 Subsection (9) and Sec. 17*)
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. 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 6.3 & Section 7, Subsection 10(b)*)
4. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
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. Replatting of the property is required.
8. Side yard setbacks must be uniform for all homes within a given block. (*Chapter 14, Exhibit A, Sec. 8, Subsection (9)*)
9. Any subdivision developed under the Patio Home (PH) standards of this ordinance shall provide usable open space which equals or exceeds ten (10) percent of the gross platted area, excluding rights-of-way for major thoroughfares. Usable open space shall not be required for a patio home development if it contains fifty (50) or fewer lots and the property contiguous (abutting or

separating only by a local or collector street) to the subdivision is either developed for use other than patio homes or is restricted by zoning to not permit patio home development. Properties separated by rights-of-way, drainage or utility easements in excess of sixty (60) feet in width shall not be considered as contiguous. (*Chapter 14, Exhibit A, Sec. 8, Subsection (9)*)

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. The Replat is dependent on the approval of the Specific Use Permit to allow patio homes.

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
Christopher Armstrong, Asst. City Engineer

Clint Philpott, Asst. City Manager
Tom Pruitt, Utility Engineer



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

Agenda Item No. 31.

Meeting Date: 11/16/2021

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:

3100-3500 BLOCKS DRIPPING SPRINGS ROAD

The request of Barton Capital, LTD and James and Laura Frame (Owners), S2 Land Development (Developer), Strand (Civil Engineer) and Pierce-Murray Land Solutions (Surveyor) concerning the property in the 3100-3500 blocks of Dripping Springs Road, being 44.044 acres in Eustacio Canton Survey, Abstract No. 221 and the John Hendrix Survey, Abstract No. 503 and being all of Lots 15, Block B and Lot 16, Block C, Sweetwater Springs Subdivision, and being a part of Block 7 of A Replat of A Part of Block No. 5 and all of Block Numbers 6, 7, 8, 9, 10, 17, 18, 19, 20, 21, 26, 27, 28, 29, and 30 of Hilltop Estates, including a part of Blocks 1 and 3 and all of Blocks 2 and 4 of that replatted portion of said Block 7 known as Phase 1, Hilltop 2 Estates Addition, also including all of that portion of said Block 7 known as Midway Estates Phase 2, and 5.21 acres lying within the limits of the dedicated streets (Hilltop Drive, Bryan Lane, Marion Lane, Harriet Drive and Carter Court, as follows:

Planning and Zoning Commission

- A. Replat approval of Sweetwater Springs, Phase 2, a Replat of Lot 15, Block B, Lot 16, Block C, Sweetwater Springs Subdivision, Block 7, Hilltop Estates, Lots 6-9, Block 1, Lots 2-5, Block 6, Midway Estates Addition, Lots 2-9, Block 1, Lots 2-9, Block 3, Lot 1, Block 2 and Lot 1, Block 4, Hilltop 2 Estates, Phase 1
- B. Zone change approval under Ordinance No. 2280, Section 12 from an M-H (Manufactured Housing) District to an R-1 (One-Family Residential) District; Being 13.150 acres in the in Eustacio Canton Survey, Abstract No. 221 and the John Hendrix Survey, Abstract No. 503, and being a part of Block 7 of a Replat of a Part of Block No. 5 and all of Block Numbers 6, 7, 8, 9, 10, 17, 18, 19, 20, 21, 26, 27, 28, 29, and 30 of Hilltop Estates including a part of Blocks 1 and 3 and all of Blocks 2 and 4 of that replatted portion of said Block 7 known as Phase 1, Hilltop 2 Estates Addition also including all of that portion of said Block 7 known as Midway Estates Phase 2 and including 2.81 acres lying within the limits of the dedicated streets (Bryan Lane, Marion Lane, Harriet Drive and Carter Court.
- C. Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow (235) patio homes in an R-1 (One-Family Residential) District. Being Lots 15-28, Block B, Lots 16-40, Block C, Lots 1-18, Block D, Lots 1-18, Block E, Lots 1-18, Block F, Lots 1-9,

Block G, Lots 1-58, Block H, Lots 1-9, Block J and Lots 1-66, Block K of the proposed Replat of Sweetwater Springs, Phase 2, a Replat of Lot 15, Block B, Lot 16, Block C, Sweetwater Springs Subdivision, Block 7, Hilltop Estates, Lots 6-9, Block 1, Lots 2-5, Block 6, Midway Estates Addition, Lots 2-9, Block 1, Lots 2-9, Block 3, Lot 1, Block 2 and Lot 1, Block 4, Hilltop 2 Estates, Phase 1

Background:

The property is located in the 3100-3500 Blocks of Dripping Springs Road at the southwest corner of Dripping Springs Road and Sweetwater Way. It is zoned an R-1 (One-Family Residential) District and M-H (Manufactured Housing) District. The owner would like to Replat the property, rezone a portion of the property to an R-1 (One-Family Residential) District for residential development. They are also requesting a Specific Use Permit and site plan approval to allow 253 patio homes in an R-1 (One-Family Residential) District.

Adjacent Zoning:

R-1 (One-Family Residential) District
M-H (Manufactured Housing) District

Origination:

Barton Capital, LTD and James and Laura Frame (Owners)
S2 Land Development (Developer)
Strand (Civil Engineer)
Pierce-Murray Land Solutions (Surveyor)

Master Plan Designation:

Agricultural and Rural – Typically are large parcels that are primarily used for crops or pasture land. These low density regions surrounding the City do not have significant demands on the transportation or utilities network.

Number of notices mailed:

43

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Sweetwater Springs Phase 2
Zoning Exhibit
Site Plan
Staff Review Letter - Replat



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 4.

Meeting Date: 12/06/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6438

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-2 (Multi-Family Residential) District, located at 2100 East Lamar Street, being 12.995 acres in the George B. Pilant Survey, Abstract No. 963 (Gary L. Matthews, Owner; Wyldewood Homes, Prospective Buyer; Tim Pike, Representative; and Preston Trail 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 Gary L. Matthews (Owner), Wyldewood Homes (Prospective Buyer), Tim Pike (Representative) and Preston Trail Land Surveying (Surveyor) concerning the property at 2100 East Lamar Street, being 12.995 acres in the George B. Pilant Survey, Abstract No. 963 for zone change approval from an R-1 (One Family Residential) District and C-1 (Retail Business) District to an R-2 (Multi-Family Residential) District.

Background:

The property is located at 2100 East Lamar Street; Goodwill Industries adjoins the property to the east. The property is zoned a C-1 (Retail Business) District and an R-1 (One-Family Residential) District. The owner would like to rezone the property to an R-2 (Multi-Family Residential) District for development of Two-Family Dwellings (Duplexes).

Origination:

Gary L. Matthews (Owner)
Wyldewood Homes (Prospective Buyer)
Tim Pike (Representative)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the November 16, 2021 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. 6438

Exhibit A - Survey

Location Map

Zoning Map

Zoning Sign Photo

Preliminary Site Plan

Building Elevations

Staff Review Letter

P&Z Communication

Letter from Donna Burk

ORDINANCE NO. 6438

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 2100 EAST LAMAR STREET, BEING 12.995 ACRES IN THE GEORGE B. PILANT SURVEY, ABSTRACT NO. 963 (GARY L. MATTHEWS, OWNER; WYLDEWOOD HOMES, PROSPECTIVE BUYER; TIM PIKE, REPRESENTATIVE; AND PRESTON TRAIL LAND SURVEYING, 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 2100 East Lamar Street, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-2 (Multi-Family Residential) District and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include such property.

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

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

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

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

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

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

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

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

INTRODUCED on this the 6th day of December, 2021.

ADOPTED on this the 6th day of December, 2021.

EFFECTIVE DATE on this the 6th day of December, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

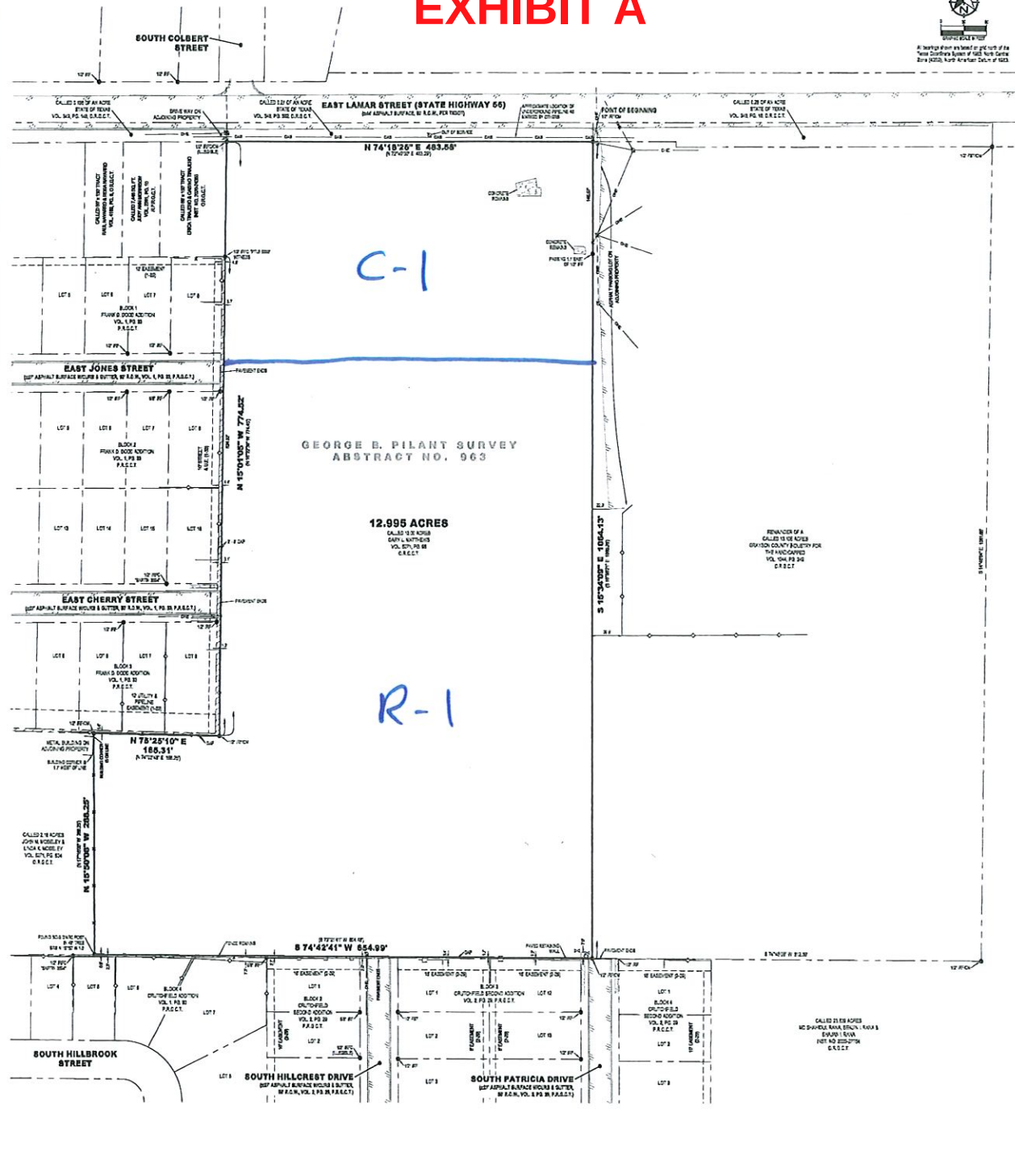
**APPROVED AS TO FORM
AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



All bearings shown are based on grid north of the Texas Coordinate System of 1983, North American Datum of 1983.



LAND DESCRIPTION:

BEING all of that certain tract or parcel of land situated in the George B. Pilant Survey, Abstract No. 963, City of Sherman, Grayson County, Texas, and being a re-division of a certain 13.30 acre tract of land described in the deed to Guy L. Matthews, recorded in Volume 5271, Page 84, Official Records, Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/4-section line found for the northeast corner of said 13.30 acre tract, common to the southeast corner of a certain 0.27 of an acre tract of land described in the deed to State of Texas, recorded in Volume 348, Page 352, Official Records, Grayson County, Texas, and common to the western-most northeast corner of a certain 0.27 of an acre tract of land described in the deed to State of Texas, recorded in Volume 348, Page 18, said Deed Records, and on the westerly line of said 13.30 acre tract of land described in the deed to Grayson County Industry for the Handicapped, recorded in Volume 1504, Page 348, said Deed Records, and on the southerly right-of-way line of East Lamar Street (State Highway 66);

THENCE South 74°18'26" East, with the southerly line of said 13.30 acre tract, and with the westerly line of said 13.30 acre tract, passing 1.5 feet west of a 1/4-section line from pipe in a distance of 145.27 feet, and continuing on said southerly line a distance of 1364.13 feet to a 1/4-section line found for the southeast corner of said 13.30 acre tract, common to the southeast corner of said 13.30 acre tract;

THENCE South 74°42'41" West, with the southerly line of said 13.30 acre tract, a distance of 634.95 feet to the southeast corner of said 13.30 acre tract, common to the southeast corner of a certain 2.10 acre tract of land described in the deed to John M. Mowrey and Linda K. Mowrey, recorded in Volume 5271, Page 854, said Official Records, and from which a found Sub DVC Post is in 45 feet to the north 13°10' West, a distance of 1.0 foot;

THENCE North 15°01'50" East, with the southerly line of said 13.30 acre tract, and with the westerly line of said 13.30 acre tract, a distance of 288.25 feet to a 1/4-section line found for the western-most northeast corner of said 13.30 acre tract, common to the northeast corner of said 13.30 acre tract;

THENCE North 79°22'17" East, with the southerly line of said 13.30 acre tract, a distance of 195.31 feet to a 1/4-section line found for a northeast corner of the westerly line of said 13.30 acre tract;

THENCE North 15°01'50" West, with the westerly line of said 13.30 acre tract, passing an iron nail in a distance of 634.95 feet to a 1/4-section line found for the southeast corner of a certain 0.27 of an acre tract of land described in the deed to State of Texas, recorded in Volume 348, Page 352, said Deed Records, and common to the southeast corner of a certain 0.27 of an acre tract of land described in the deed to John M. Mowrey and Linda K. Mowrey, recorded in Volume 5271, Page 854, said Official Records, and from which a found Sub DVC Post is in 45 feet to the north 13°10' West, a distance of 1.0 foot;

THENCE North 74°18'26" East, with the southerly line of said 13.30 acre tract, and with the westerly line of said 13.30 acre tract, passing 1.5 feet west of a 1/4-section line from pipe in a distance of 145.27 feet, and continuing on said southerly line a distance of 1364.13 feet to a 1/4-section line found for the southeast corner of said 13.30 acre tract, common to the southeast corner of said 13.30 acre tract;

Containing 12.995 acres of land, more or less.

LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
1	FOUND CORNER	2	REPLACEMENT
3	IRON ROD FOUND	4	IRON ROD FOUND
5	IRON ROD FOUND	6	IRON ROD FOUND
7	IRON ROD FOUND	8	IRON ROD FOUND
9	IRON ROD FOUND	10	IRON ROD FOUND
11	IRON ROD FOUND	12	IRON ROD FOUND
13	IRON ROD FOUND	14	IRON ROD FOUND
15	IRON ROD FOUND	16	IRON ROD FOUND
17	IRON ROD FOUND	18	IRON ROD FOUND
19	IRON ROD FOUND	20	IRON ROD FOUND
21	IRON ROD FOUND	22	IRON ROD FOUND
23	IRON ROD FOUND	24	IRON ROD FOUND
25	IRON ROD FOUND	26	IRON ROD FOUND
27	IRON ROD FOUND	28	IRON ROD FOUND
29	IRON ROD FOUND	30	IRON ROD FOUND
31	IRON ROD FOUND	32	IRON ROD FOUND
33	IRON ROD FOUND	34	IRON ROD FOUND
35	IRON ROD FOUND	36	IRON ROD FOUND
37	IRON ROD FOUND	38	IRON ROD FOUND
39	IRON ROD FOUND	40	IRON ROD FOUND
41	IRON ROD FOUND	42	IRON ROD FOUND
43	IRON ROD FOUND	44	IRON ROD FOUND
45	IRON ROD FOUND	46	IRON ROD FOUND
47	IRON ROD FOUND	48	IRON ROD FOUND
49	IRON ROD FOUND	50	IRON ROD FOUND
51	IRON ROD FOUND	52	IRON ROD FOUND
53	IRON ROD FOUND	54	IRON ROD FOUND
55	IRON ROD FOUND	56	IRON ROD FOUND
57	IRON ROD FOUND	58	IRON ROD FOUND
59	IRON ROD FOUND	60	IRON ROD FOUND
61	IRON ROD FOUND	62	IRON ROD FOUND
63	IRON ROD FOUND	64	IRON ROD FOUND
65	IRON ROD FOUND	66	IRON ROD FOUND
67	IRON ROD FOUND	68	IRON ROD FOUND
69	IRON ROD FOUND	70	IRON ROD FOUND
71	IRON ROD FOUND	72	IRON ROD FOUND
73	IRON ROD FOUND	74	IRON ROD FOUND
75	IRON ROD FOUND	76	IRON ROD FOUND
77	IRON ROD FOUND	78	IRON ROD FOUND
79	IRON ROD FOUND	80	IRON ROD FOUND
81	IRON ROD FOUND	82	IRON ROD FOUND
83	IRON ROD FOUND	84	IRON ROD FOUND
85	IRON ROD FOUND	86	IRON ROD FOUND
87	IRON ROD FOUND	88	IRON ROD FOUND
89	IRON ROD FOUND	90	IRON ROD FOUND
91	IRON ROD FOUND	92	IRON ROD FOUND
93	IRON ROD FOUND	94	IRON ROD FOUND
95	IRON ROD FOUND	96	IRON ROD FOUND
97	IRON ROD FOUND	98	IRON ROD FOUND
99	IRON ROD FOUND	100	IRON ROD FOUND

GENERAL NOTES:

- This survey was completed without the benefit of a title commitment. Additional easements and/or other claims of record may affect the surveyed property. The Surveyor did not perform an abstract of title.
- Location of underground pipelines based on information provided by Texas Railroad Commission GIS and/or observed underground markings by others (in flag and/or permanent markers) and should be considered approximate.

Survey by Guy L. Matthews, Registered Professional Land Surveyor, L.L.C.

Chris R. Hunt, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this survey has been prepared from an actual and independent survey of the premises depicted hereon and described in the land description attached hereto, conducted under my direction and approval on 05/02/2012, and there are no discrepancies, omissions, or errors in this survey, except as shown. I further certify that this survey meets or exceeds the minimum standards established by the Texas Board of Professional Land Surveying.

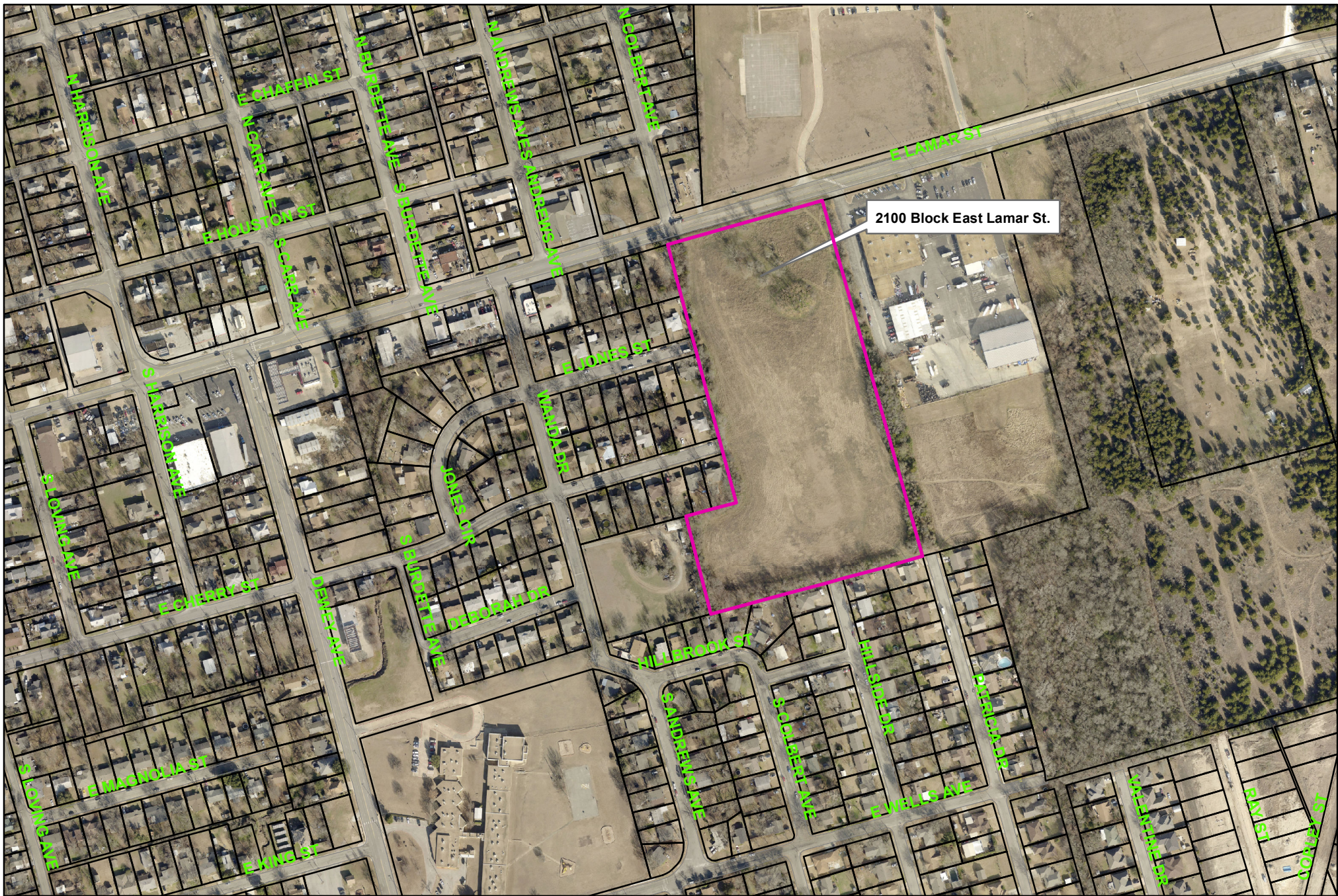


TITLE SURVEY
12.995 ACRES
GEORGE B. PILANT SURVEY, ABSTRACT NO. 963
180 East Lamar Street, Sherman
Grayson County, Texas



FLOOD STATEMENTS:
These statements are based on the Flood Insurance Rate Map for the City of Sherman, Grayson County, Texas, Community Number 4850, effective date 05/05/2010 and that map indicates that this property is within "Non-shaded Zone X" defined as "Areas determined to be suitable for flood insurance" as shown on Flood 5550 of said map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, or more extensive, greater lands use and will occur and flood height may be increased by man-made or natural causes. This flood statement is not evidence liability on the part of the surveyor.

1941777
10/16/12
Drawn by Bill
Checked by G.H.
Scale 1/4"=100'
Date 05/10/2012
Project No. 21-0072
Sheet No. 1 of 1



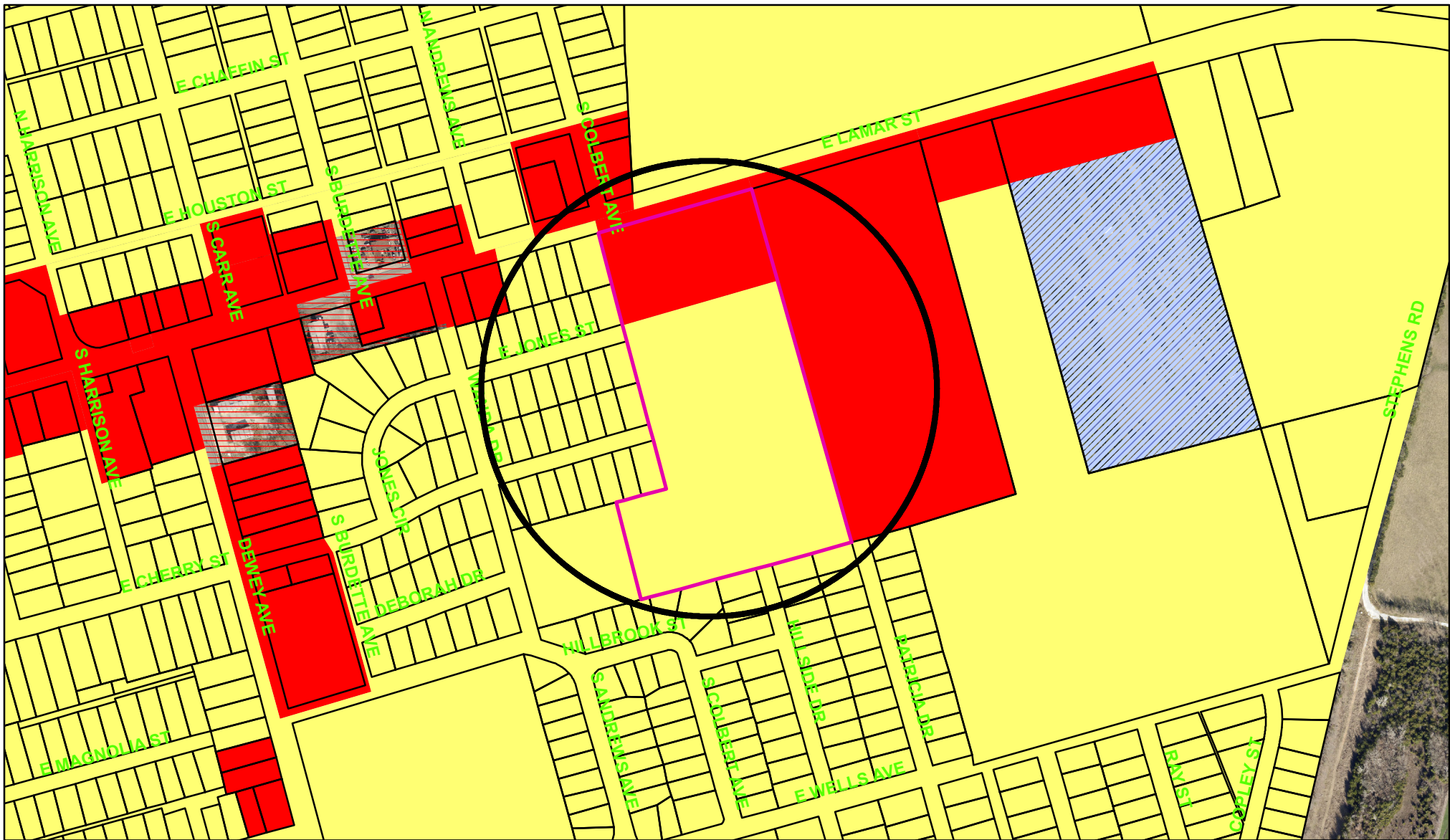
2100 Block East Lamar Street

City of Sherman, Texas
Development Services Department



NOT TO SCALE

1 in = 367 ft



Zoning - 2100 East Lamar Street

Legend

Special Districts Overlay

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

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

FM 1417
Sam 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 = 400 ft

2100 Block East Lamar Street



PLOT DATE: 11/12/2021 1:06 PM





CEC CORPORATION
WWW.CECORP.COM
800.445.5545

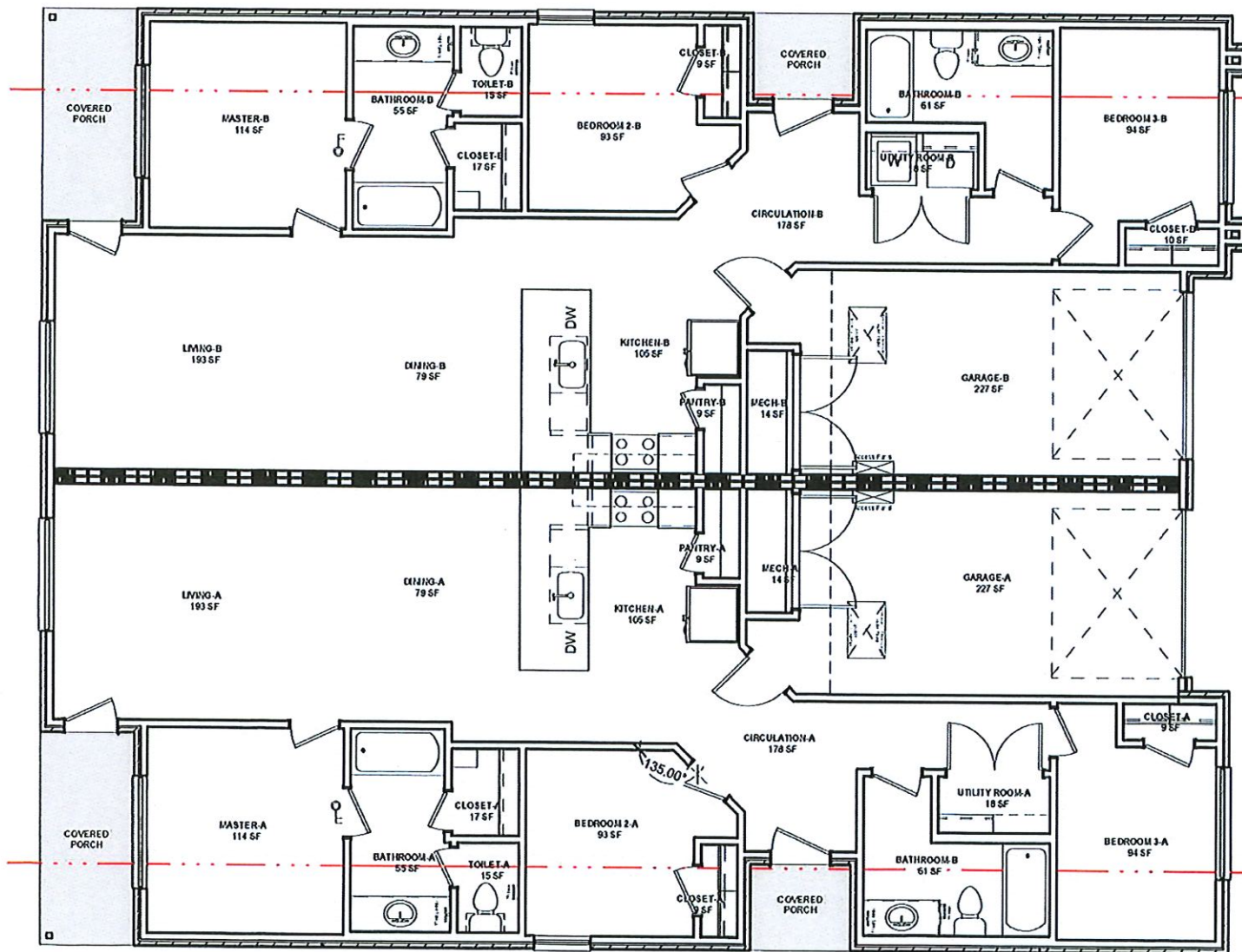
THIS DOCUMENT IS
PRELIMINARY IN
NATURE AND IS NOT
A FINAL, SIGNED
AND SEALED
DOCUMENT

SUBMITTAL:		REVISION HISTORY	
DATE:	PROJECT NO.:	NO.	DESCRIPTION
	210395		
	DESIGNED BY: ALB		
	DRAWN BY: ALB		
	APPROVED BY: ALB		
SCALE:	AS SHOWN		

EAST SIDE PROJECT
SHERMAN, TEXAS

SHEET NAME
####
SHEET
####





1 | FLOOR PLAN
3/16" = 1'-0"

Over Brick Areas - B

CONDITIONED SPACE - B	1208 SF
GARAGE - B	265 SF

Rooms - UNIT B

Name	Area
MASTER-B	114 SF
BATHROOM-B	55 SF
TOILET-B	15 SF
CLOSET-B	17 SF
BEDROOM 2-B	93 SF
CLOSET-B	9 SF
BATHROOM-B	61 SF
UTILITY ROOM-B	18 SF
BEDROOM 3-B	94 SF
CLOSET-B	10 SF
GARAGE-B	227 SF
MECH-B	14 SF
PANTRY-B	9 SF
DINING-B	79 SF
LIVING-B	193 SF
KITCHEN-B	105 SF
CIRCULATION-B	178 SF
BATHROOM-B	61 SF

Over Brick Areas - A

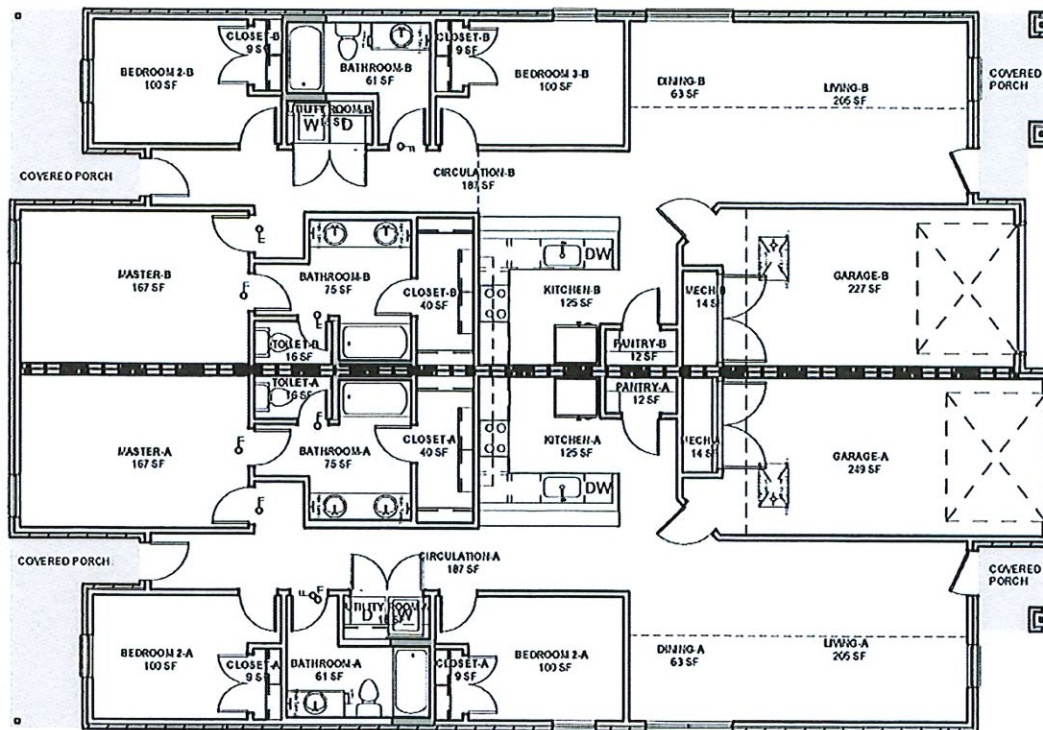
CONDITIONED SPACE - A	1208 SF
GARAGE - A	265 SF

Rooms - UNIT A

Name	Area
MASTER-A	114 SF
BATHROOM-A	55 SF
TOILET-A	15 SF
CLOSET-A	17 SF
BEDROOM 2-A	93 SF
CLOSET-A	9 SF
UTILITY ROOM-A	18 SF
BEDROOM 3-A	94 SF
CLOSET-A	9 SF
GARAGE-A	227 SF
MECH-A	14 SF
PANTRY-A	9 SF
DINING-A	79 SF
LIVING-A	193 SF
KITCHEN-A	105 SF
CIRCULATION-A	178 SF

SA-100		SALES PLAN	
FRONT:	ATFR	FLOORPLAN:	DP-1200-0101
		DATE:	
PLAN: DP-1200-1A		CUSTOMER:	
ADDRESS:		THIS PLAN HAS BEEN PREPARED FOR THE SPECIFIC PROJECT AND SITE SHOWN HEREON. IT IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. ANY UNAUTHORIZED USE IS STRICTLY PROHIBITED. THE ENGINEER ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THIS PLAN.	
		BETENBAUGH HOMES	





1 | FLOOR PLAN
1/8" = 1'-0"

Over Brick Areas - B

Name	Area
------	------

CONDITIONED AREA-B	1354 SF
GARAGE-B	266 SF

Rooms - UNIT B

Name	Area
------	------

LIVING-B	205 SF
DINING-B	63 SF
CIRCULATION-B	187 SF
KITCHEN-B	125 SF
PANTRY-B	12 SF
MECH-B	14 SF
GARAGE-B	227 SF
BEDROOM 3-B	100 SF
BATHROOM-B	61 SF
BEDROOM 2-B	100 SF
CLOSET-B	40 SF
BATHROOM-B	75 SF
TOILET-B	16 SF
MASTER-B	167 SF
UTILITY ROOM-B	18 SF
CLOSET-B	9 SF
CLOSET-B	9 SF

Over Brick Areas - A

Name	Area
------	------

CONDITIONED AREA-A	1354 SF
GARAGE-A	292 SF

Rooms - UNIT A

Name	Area
------	------

LIVING-A	205 SF
DINING-A	63 SF
CIRCULATION-A	187 SF
KITCHEN-A	125 SF
PANTRY-A	12 SF
MECH-A	14 SF
GARAGE-A	249 SF
BEDROOM 2-A	100 SF
BATHROOM-A	61 SF
BEDROOM 2-A	100 SF
CLOSET-A	40 SF
BATHROOM-A	75 SF
TOILET-A	16 SF
MASTER-A	167 SF
UTILITY ROOM-A	18 SF
CLOSET-A	9 SF
CLOSET-A	9 SF

A200

FLOOR PLAN

REVISION: 1
1.0



THIS PLAN HAS BEEN PREPARED FOR THE ADDRESS LISTED FOR THE PROJECT AND IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF BETHENBOUGH HOMES.

PLAN: 1350 SF DUPLEX A

ADDRESS:

CUSTOMER:

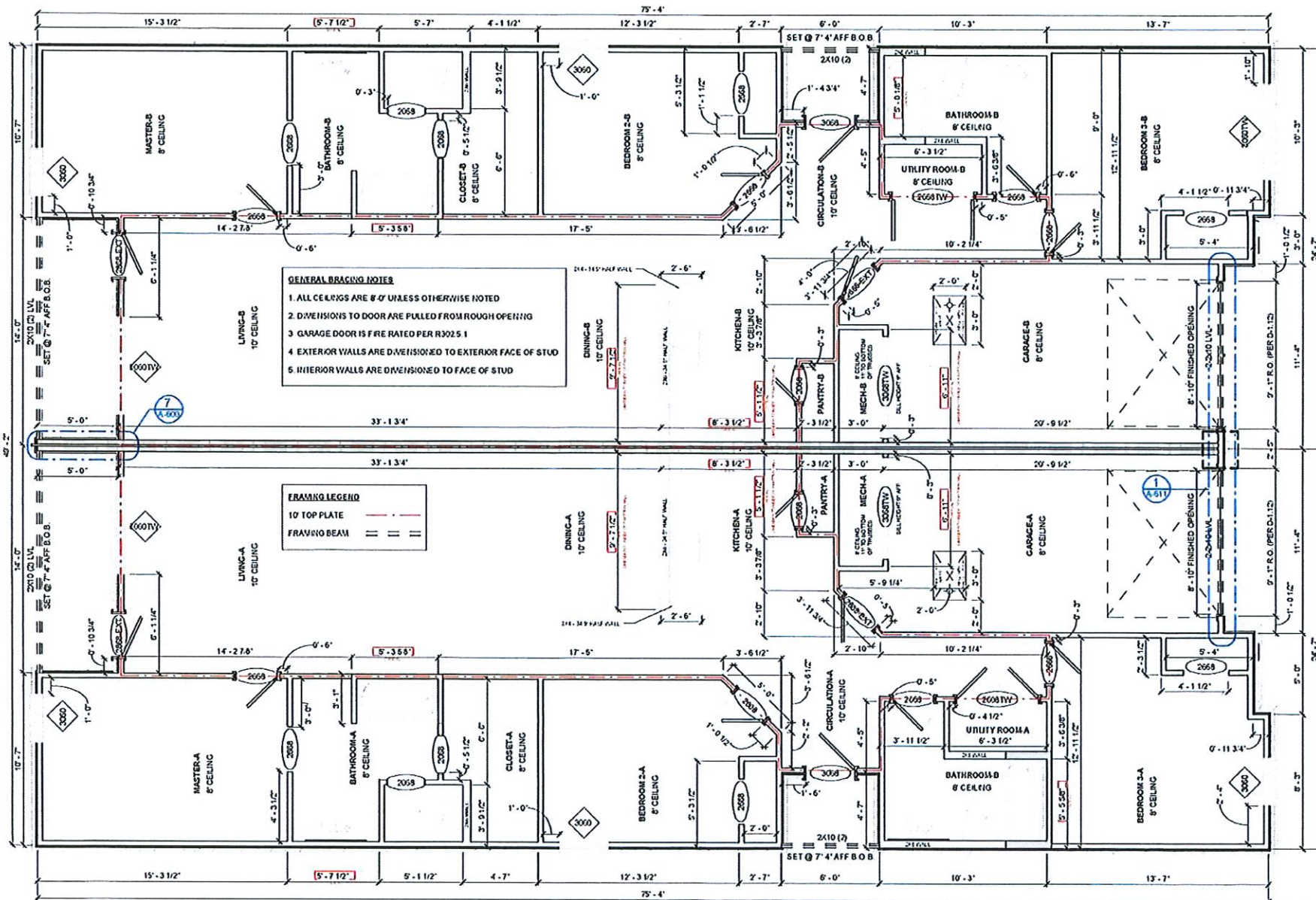
PLANS, SPECIFICATIONS AND NOTING SUBJECT TO CHANGE WITHOUT NOTICE. NOT TO SCALE.

© COPYRIGHT BETHENBOUGH HOMES



BETHENBOUGH
HOMES





1 | FRAMING PLAN
3/16" = 1'-0"

A-200 FRONT: BTFR FLOORPLAN: DP-1500-0101 DATE:			FRAMING PLAN
OPTIONS:			
PLAN: 1500-1B	ADDRESS:	CUSTOMER:	
THIS PLAN AND SPECIFICATIONS ARE THE PROPERTY OF BETENBOUGH HOMES. NO PART OF THIS PLAN OR SPECIFICATIONS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM BETENBOUGH HOMES. ANY UNAUTHORIZED USE IS STRICTLY PROHIBITED.			
BETENBOUGH HOMES			

STAFF REVIEW LETTER

November 9, 2021

Gary L. Matthews
1201 Timberlake Circle
Edmond, OK 730345

Tim Pike
518 Bledsoe Rd.
Gunter, TX 75058

Dear Applicants,

The request for a Zone change and site plan approval under Ordinance No. 2280, Section 12, from a C-1 (Retail Business) District and R-1 (One-Family Residential) District to an R-2 (Multi-Family Residential) District located at 2100 East Lamar Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, November 16, 2021 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the 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. 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 & Section 7, Subsection 10(b)*)
4. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
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.

Engineering:

9. Platting of the property is required. *Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004*
10. Proposed street names must be approved by the City of Sherman Development Services Department prior to filing the plat. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(B)(1)(h)*

11. 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*
12. Water main must be extended in accordance with City criteria to serve proposed development. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G)*
13. Sanitary Sewer main must be extended in accordance with City criteria to serve proposed development. Sewer capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
14. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I)*
15. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
16. Development Agreement required for Public Infrastructure.

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
Christopher Armstrong, Asst. City Engineer

Clint Philpott, Asst. City Manager
Tom Pruitt, Utility Engineer



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

Agenda Item No. 30.

Meeting Date: 11/16/2021

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

Requested Action/Proposed Use:

2100 EAST LAMAR STREET

The request of Gary L. Matthews (Owner), Wyldewood Homes (Prospective Buyer), Tim Pike (Representative) and Preston Trail Land Surveying (Surveyor) concerning the property at 2100 East Lamar Street, being 12.995 acres in the George B. Pilant Survey, Abstract No. 963, as follows:

Planning and Zoning Commission

Zone change and site plan approval under Ordinance No. 2280, Section 12, from a C-1 (Retail Business) District and R-1 (One-Family Residential) District to an R-2 (Multi-Family Residential) District.

Background:

The property is located at 2100 East Lamar Street; Goodwill Industries adjoins the property to the east. The property is zoned a C-1 (Retail Business) District and an R-1 (One-Family Residential) District. The owner would like to rezone the property to an R-2 (Multi-Family Residential) District for development of Two-Family Dwellings (Duplexes) on approximately (50) fifty lots.

Adjacent Zoning:

R-1 (One-Family Residential) District

C-1 (Retail Business) District

Origination:

Gary L. Matthews (Owner)

Wyldewood Homes (Prospective Buyer)

Tim Pike (Representative)

Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

52

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Survey

Proposed Lots

Building Elevations

Staff Review Letter

220 W. Mulberry (Elm)

RECEIVED

NOV 15 2021

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

BUILDING & ZONING DEPARTMENT

TELEPHONE NO. (903) 892-7229

EMAIL: planning@cityofsherman.com

FAX NO. (903) 892-7274

October 29, 2021

Donna Burk
516 Patricia
Sherman, TX 75090

The Planning and Zoning Commission and Board of Adjustments of the City of Sherman will hold a public hearing on the day of Tuesday, November 16, 2021 at 5:00 P.M. in the City Council Chambers, at 220 W. Mulberry, to hear the request of:

Gary L. Matthews (Owner), Wyldewood Homes (Prospective Buyer), Tim Pike (Representative) and Preston Trail Land Surveying (Surveyor) concerning the property at 2100 East Lamar Street, being 12.995 acres in the George B. Pilant Survey, Abstract No. 963

The request is as follows:

Planning and Zoning Commission

Zone change and site plan approval under Ordinance No. 2280, Section 12, from a C-1 (Retail Business) District and R-1 (One-Family Residential) District to an R-2 (Multi-Family Residential) District.

As a property owner within two hundred feet (200') of this property, you are invited to attend. You are not required to be present, but all interested parties wishing to speak should appear at the time and place stated above. If you cannot attend the public hearing, but wish to have your views presented to the Board, you may do so in the space provided below or by a separate letter and mailed to:

Rob Rae
Acting Secretary, Planning and Zoning Commission
P.O. Box 1106
Sherman, Texas 75091-1106



Acting Secretary, Planning & Zoning Commission

I have had a good conversation with Mr. Rob Rae about my main concerns here, where my own property is affected and I truly hope to have the same conversation with Mr. Tim Pike. I am VERY CONCERNED about irrigation toward my retaining wall, damage to my wall, and ESPECIALLY major FLOOD CONTROL should the adjoining plot overflow in another major flood.

Unless this notice is delivered in an envelope that has the "City of Sherman" logo and is affixed with postage as required by the U.S. Postal Service, it is NOT an official notice sent to you by the City of Sherman.

PO Box 1106 / Sherman, TX 75091-1106 / 903-892-7229 (Phone) / www.ci.sherman.tx.us

THANK YOU SO MUCH FOR CONSIDERING MY CONCERNS! Donna Burk
Be Blessed!



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 5.

Meeting Date: 12/06/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6439

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-1 (One-Family Residential) District, located in the 3800 Block of West Houston Street, **Tract 1** - being 7.475 acres in the Fielding Bacon Survey, Abstract No. 119 and **Tract 2** - being 3.513 acres in the Fielding Bacon Survey, Abstract No. 119 (F. George Nieberg, M.D., Owner; Vilbig & Associates, PLLC, Civil Engineer/Representative; Kingdom Road Equities, LLC, Developer; 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 George Nieberg, M.D. (Owner), Vilbig & Associates, PLLC (Civil Engineer/Representative), Kingdom Road Equities, LLC (Developer) and Copley Land Surveying (Surveyor) concerning the property in the 3800 block of West Houston Street, **Tract 1** - being 7.475 acres in the Fielding Bacon Survey, Abstract No. 119 and **Tract 2** - being 3.513 acres in the Fielding Bacon Survey, Abstract No. 119 for zone change approval from a C-2 (General Commercial) District to an R-1 (One-Family Residential) District.

Background:

The property is located in the 3800 block of West Houston Street between Ridgeview Road and Seasons West Avenue and is zoned an R-1 (One-Family Residential) District and C-2 (General Commercial) District. The owner is requesting a zone change on a portion of the property to an R-1 (One-Family Residential) District and plat the property into 306 lots for residential development.

Origination:

F. George Nieberg, M.D. (Owner)
Vilbig & Associates, PLLC (Civil Engineer/Representative)
Kingdom Road Equities, LLC (Developer)

Financial Consideration:

None

Staff Recommendation:

At the November 16, 2021 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. 6439

Exhibit A - Survey

Exhibit B - Field Notes

Location Map

Zoning Map

Zoning Sign Photo

Hidden Meadows Addition

Staff Review Letter

P&Z Communication

ORDINANCE NO. 6439

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 IN THE 3800 BLOCK OF WEST HOUSTON STREET, TRACT 1 - BEING 7.475 ACRES IN THE FIELDING BACON SURVEY, ABSTRACT NO. 119 AND TRACT 2 - BEING 3.513 ACRES IN THE FIELDING BACON SURVEY, ABSTRACT NO. 119 (F. GEORGE NIEBERG, M.D., OWNER; VILBIG & ASSOCIATES, PLLC, CIVIL ENGINEER/REPRESENTATIVE; KINGDOM ROAD EQUITIES, LLC, DEVELOPER; AND COPLEY LAND SURVEYING, SURVEYOR); PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Exhibit B – Field Notes**, attached hereto, located in the 3800 block of West Houston Street, and all streets, roads and alleyways contiguous and/or adjacent thereto, 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 6th day of December, 2021.

ADOPTED on this the 6th day of December, 2021.

EFFECTIVE DATE on this the 6th day of December, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Exhibit A - Survey

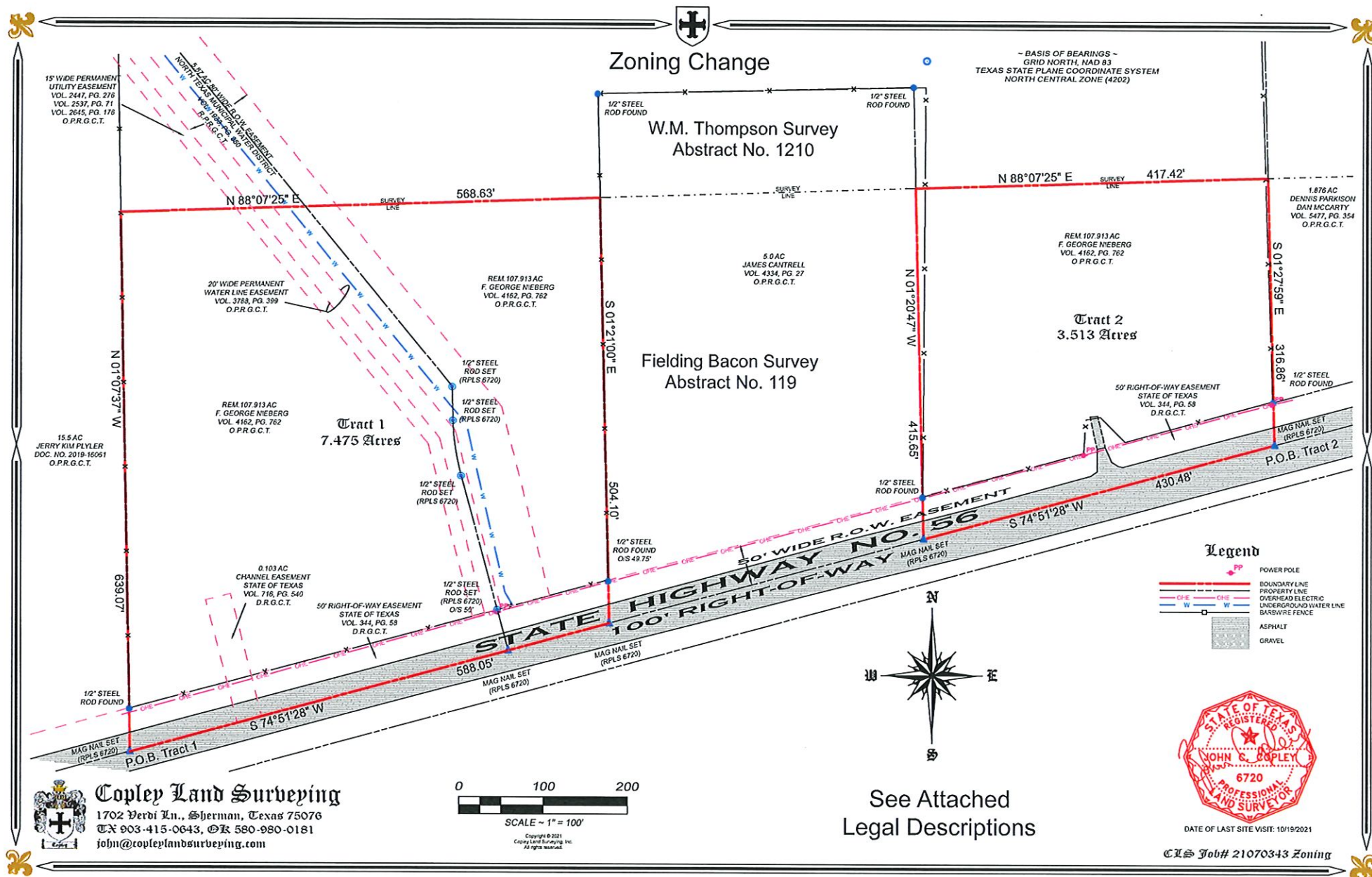


Exhibit B - Field Notes

Copley Land Surveying



Tract 1

Legal Description

CLS Job# 21070343 Zoning

Situated in the City of Sherman, County of Grayson, State of Texas, and being a part of the Fielding Bacon Survey, Abstract No. 119, and being a part of a 107.913 acre tract of land conveyed to F. George Nieberg by deed of record in Volume 4162, Page 762, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a mag nail set with an aluminum washer marked COPLEY RPLS 6720 in the center of said State Highway No. 56 for the southwest corner of the herein described tract and the southeast corner of a 15.5 acre tract of land conveyed to Jerry Kim Plyler by deed of record in Document No. 2019-16061 of said Official Public Records;

Thence **North 01°07'37" West**, along the east line of said 15.5 acre tract passing a 1/2" steel rod found at a distance of 50.76 and continuing for a total distance of **639.07 feet** to the intersection of said north line of said fielding Bacon Survey, the south line of W.M. Thompson Survey, Abstract No. 1210 and the east line of said 15.5 acre tract for the northwest corner of the herein described tract;

Thence **North 88°39'13" East**, along the north line of said Fielding Bacon Survey and the south line of said W.M. Thompson Survey line, a distance of **568.63 feet** to the intersection of said north line of said Fielding Bacon Survey, the south line of said W.M. Thompson Survey and the west line of a 5.0 acre tract of land conveyed to James Cantrell by deed of record in Volume 4334, Page 27 of said Official Public Records;

Thence **South 01°21'00" East**, along the west line of said 5.0 acre tract passing a 1/2" steel rod found at a distance of 454.34 feet and continuing for total distance of **504.10 feet** to a mag nail set with an aluminum washer marked COPLEY RPLS 6720 in the center of said State Highway No. 56 for the southwest corner of said 5.0 acre tract and the southwest corner of the herein described tract;

Thence **South 74°51'28" West**, along the centerline of said State Highway No. 56 and the south line of said 107.913 acre tract, a distance of **588.05 feet** to a mag nail set with an aluminum washer marked COPLEY RPLS 6720 in the center of said State Highway No. 56 for the southwest corner of the herein described tract and the southeast corner of a 15.5 acre tract of land conveyed to Jerry Kim Plyler by deed of record in Document No. 2019-16061 of said Official Public Records;

I, John C. Copley, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

John C. Copley
Registered Professional
Land Surveyor No. 6720
Firm No. 10194429

Exhibit B - Field Notes

Copley Land Surveying



Tract 2

Legal Description

CLS Job# 21070343 Zoning

Situated in the City of Sherman, County of Grayson, State of Texas, and being a part of the Fielding Bacon Survey, Abstract No. 119, and being a part of a 107.913 acre tract of land conveyed to F. George Nieberg by deed of record in Volume 4162, Page 762, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a mag nail set with an aluminum washer marked COPLEY RPLS 6720 in the center of State Highway No. 56 for the southeast corner of said 107.913 acre tract said point bearing South 01°27'59" East, a distance of 50.9 feet from a 1/2" steel rod found in the north right-of-way line of said State Highway No. 56 maintaining the southwest corner of a 1.876 acre tract of land conveyed to Dennis Parkison and Dan McCarty by deed of record in Volume 5477, Page 354 of said Official Public Records;

Thence **South 74°51'28" West**, along the centerline of said State Highway No 56 and the south line of said 107.913 acre tract, a distance of **430.48 feet** to a mag nail set with an aluminum washer marked COPLEY RPLS 6720 in the center of said State Highway No. 56 for the southeast corner of a 5.0 acre tract of land conveyed to James Cantrell by deed of record in Volume 4334, Page 27 of said Official Public Records and an angle point in the south line of the herein described tract;

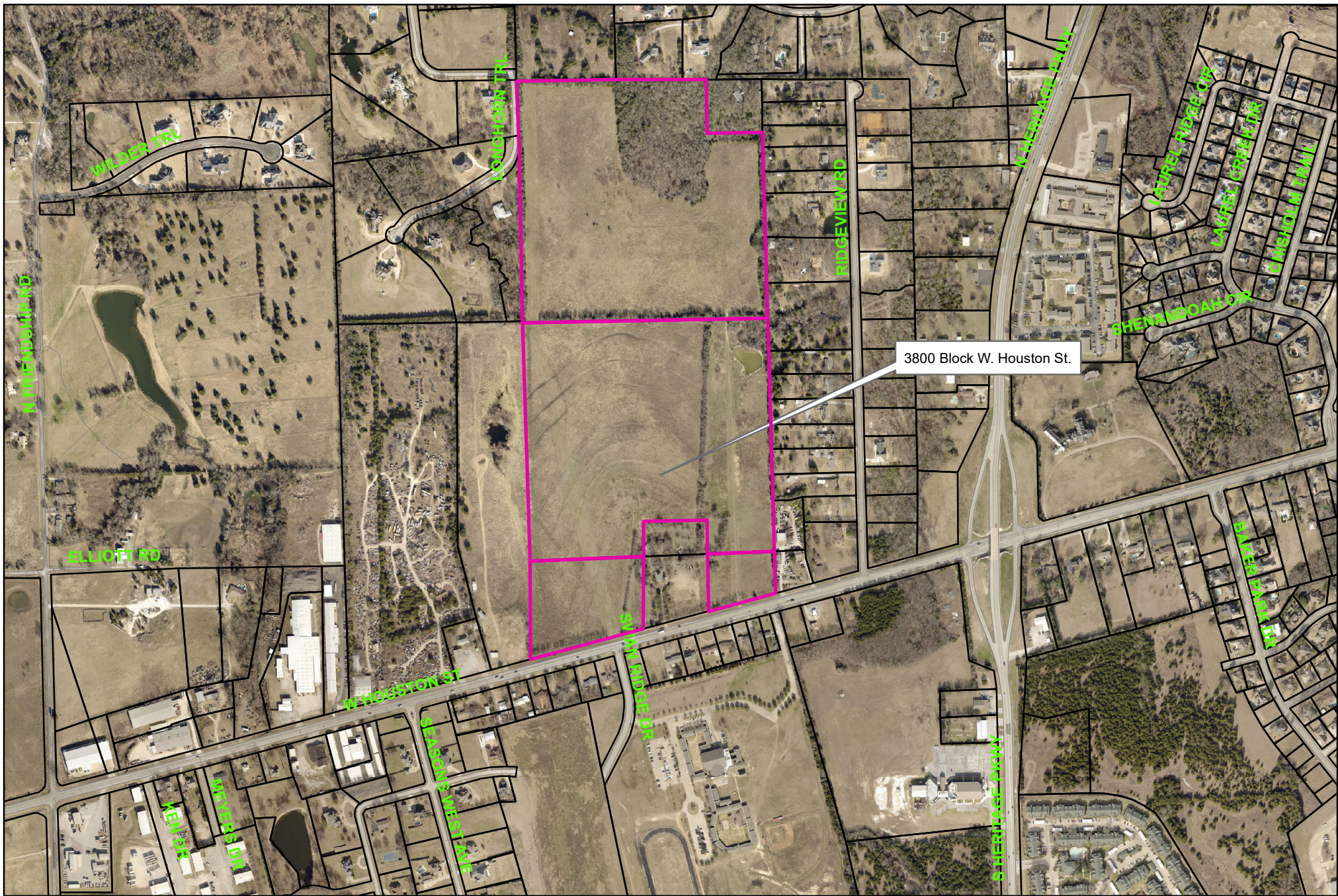
Thence **North 01°20'47" West**, along the east line of said 5.0 acre tract passing a 1/2" steel rod found at a distance of 49.39 feet and continuing for total distance of **415.65 feet** to the intersection of the north line of said Fielding Bacon Survey, the south line of W.M. Thompson Survey, Abstract No. 1210 and the east line of said 5.0 acre tract;

Thence **North 88°39'13" East**, along the north line of said Fielding Bacon Survey and the south line of said W.M. Thompson Survey line, a distance of **417.42 feet** to the intersection of said north line of said Fielding Bacon Survey, the south line of said W.M. Thompson Survey and the east line of said 107.913 acre tract as well as the west line of said 1.876 acre tract;

Thence **South 01°27'59" East**, along the west line of said 1.876 acre tract, passing the called 1/2" steel rod found at the southwest corner of said 1.876 acre tract at a distance of 265.93 feet and continuing for a total distance of **316.86 feet** to the **Point-of-Beginning** and containing **3.513 acres** of land.

I, John C. Copley, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

John C. Copley
Registered Professional
Land Surveyor No. 6720
Firm No. 10194429



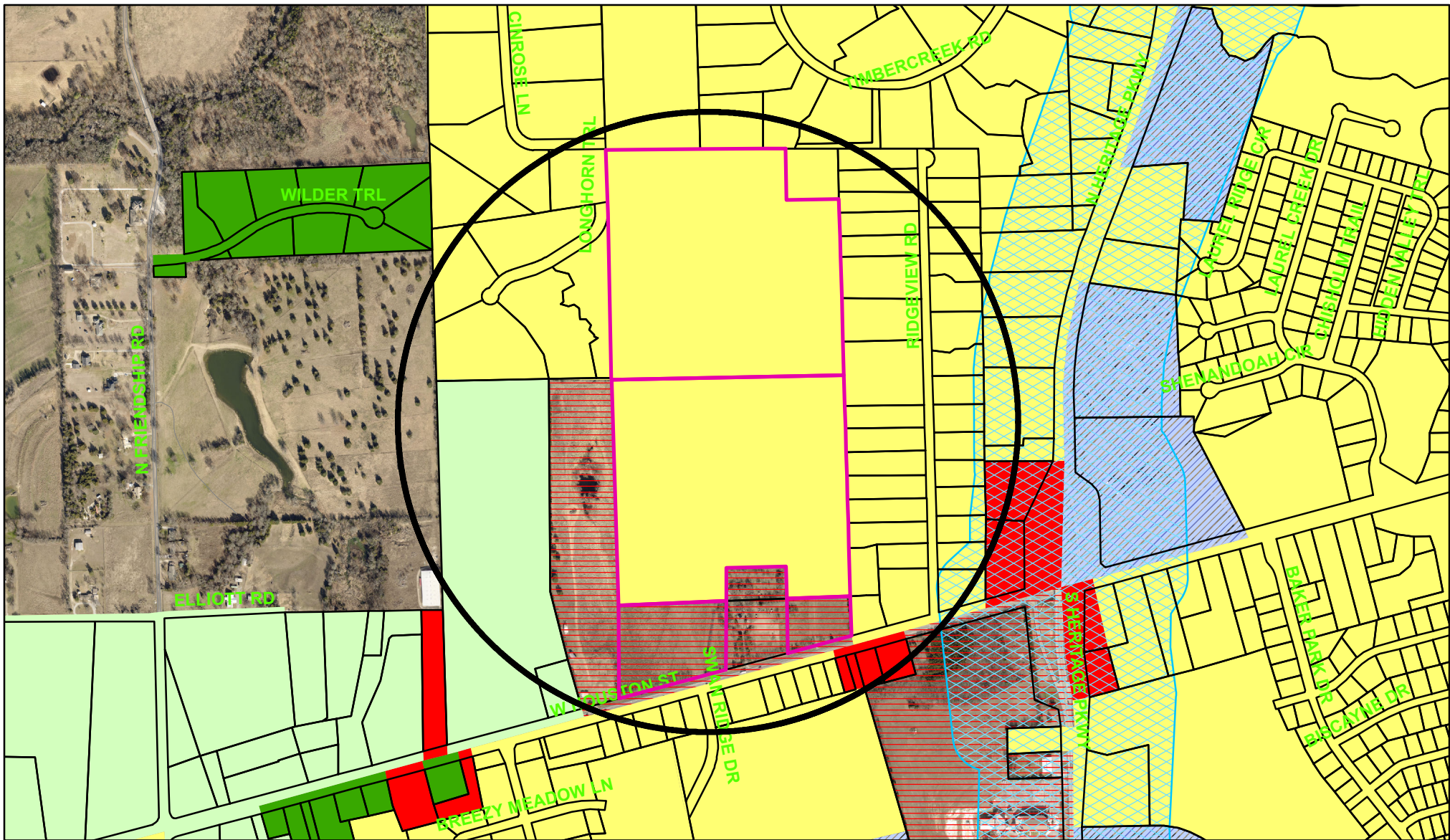
City of Sherman, Texas
Development Services Department

3800 Block West Houston Street



NOT TO SCALE

1 in = 700 ft



Zoning - 3800 Block West Houston Street

Legend

Special Districts Overlay

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

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District

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



City of Sherman, Texas
Development Services Department

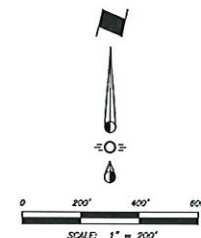
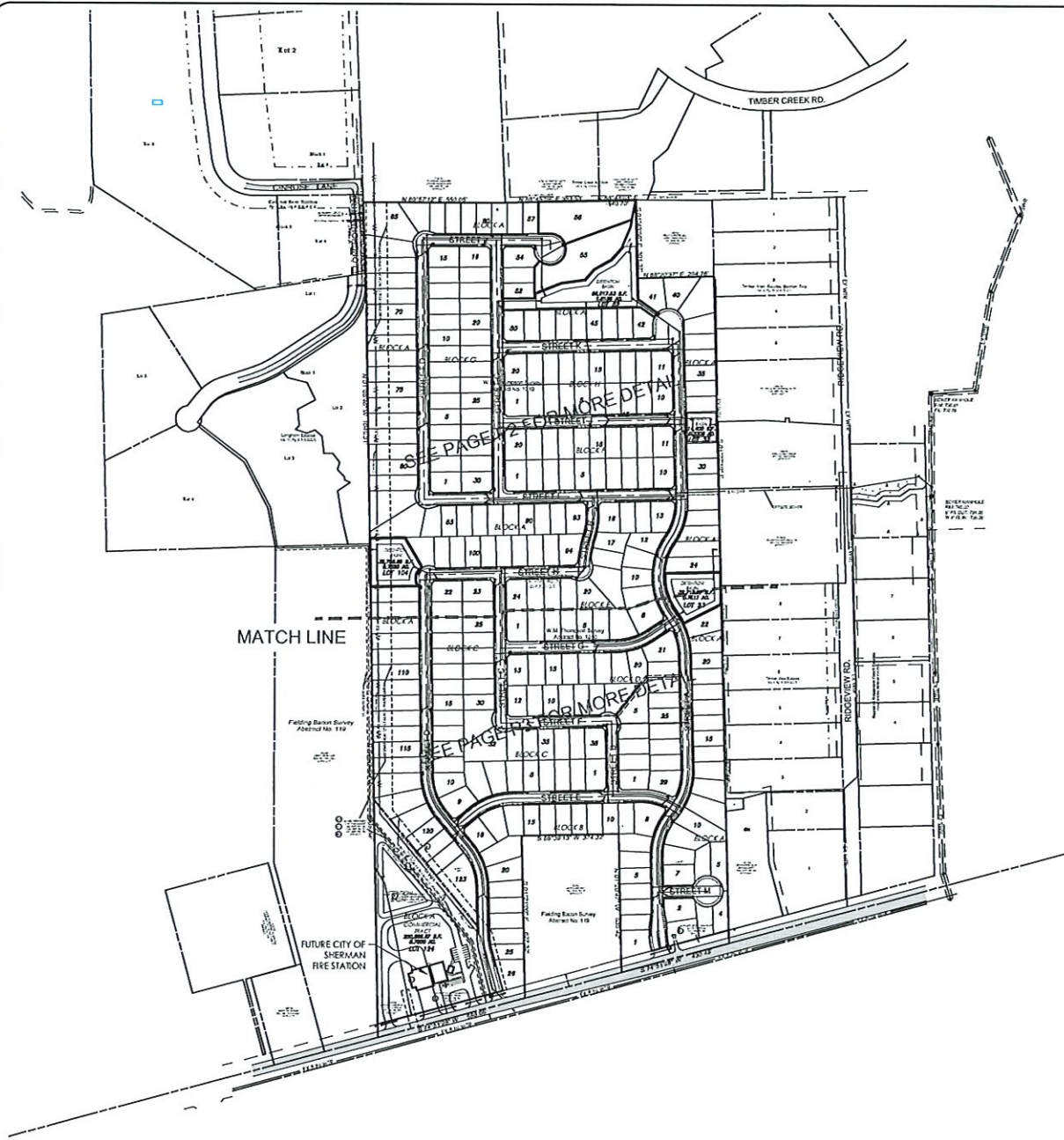


NOT TO SCALE

1 in = 800 ft

3800 Block West Houston Street





- NOTES**
- TOTAL RESIDENTIAL LOTS-----306
 - MINIMUM LOT SIZE-----60' X 120'
 - MINIMUM CORNER LOTS ----75'X 120'
 - COMMERCIAL LOT-----1
 - DETENTION BASIN LOTS-----4
 - TOTAL LOTS-----311
 - ALL STREET WIDTH NOT INDICATED WILL BE 50' ROW WITH 31' PAVING.
 - EXISTING ZONING R-1, C-2
 - PROPOSED ZONING R-1, C-2

LOT COUNTS				
RESIDENTIAL BLK#	LOTS	COMMERCIAL LOT	DETENTION BASIN LOTS	TOTAL LOTS
A	119	1	4	124
B	26	—	—	26
C	38	—	—	38
D	29	—	—	29
E	24	—	—	24
F	20	—	—	20
G	30	—	—	30
H	20	—	—	20
TOTAL	306	1	4	311

Preliminary Plat, for Inspection Purposes Only. In No Way Official or Approved for Record Purposes.

Chairman, City of Sherman
 Planning and Zoning Commission

Date

OWNER:
 F. GEORGE NIEBERG, M.D.
 426 N. HIGHLAND AVE.
 SHERMAN, TEXAS 75092
 903-893-6109

DEVELOPER:
 KINGDOM EQUITIES L.L.C.
 FRANK MAY - PARTNER
 MIKE BLUBAUGH - PARTNER
 8650 FREEPORT PKWY, SUITE 100
 IRVING, TEXAS 75063
 214-600-2013

PROGRESS PLOTS FOR REVIEW ONLY NOT FOR CONSTRUCTION DATE: 10/21/2021

CAUTION! THERE MAY BE UNDISCOVERED GAS, OIL, OR OTHER HAZARDOUS MATERIALS IN THE SUBSURFACE. UNUSUAL CALL BEFORE DIGGING

NO.	DATE	BY	DESCRIPTION

PRELIMINARY PLAT
 87.711 ACRES TRACT
 FDM EQUITIES, L.L.C.
 KREC EQUITIES, LTD
 214-600-2013

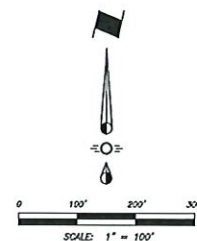
SUBMITTAL #1: 10/21/21
 SUBMITTAL #2: ---
 SUBMITTAL #3: ---
 SUBMITTAL #4: ---
 DESIGN/PLAN/DRAIN/RS
 CHECKED/DATE
 SCALE: 1" = 200'
 VIA PROJECT NO: 2021-04

SHEET
P1
 1 OF 3

VILBIG & ASSOCIATES, INC.
 CONSULTING ENGINEERS & SURVEYORS
 517 W. WOODWARD STREET, DENVER, CO 80202
 PHONE: (303) 355-7333 FAX: (303) 355-0999
 (504) 586-1886 FAX: (504) 586-1888

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF THE AUTHORITY OF DAVID A. OCTOBER 21, 2021. IT IS NOT TO BE USED FOR CONSTRUCTION, FINAL, NO, OR FURTHER PURPOSES.

HIDDEN MEADOWS
 ADDITION
 CITY OF SHERMAN
 GRAYSON COUNTY, TEXAS



PROGRESS PLOTS
FOR INTERIM DESIGN
REVIEW ONLY
NOI FOR CONSTRUCTION
DATE: 10/21/2021

!CAUTION!!
THERE MAY BE UNDERGROUND GAS
LINES, TELEPHONE CABLES AND
ELECTRICAL LINES WITHIN VICINITY
OF SITE. EXACT LOCATIONS ARE
UNKNOWN. CALL BEFORE DIGGING.



PRELIMINARY PLAT
87.711 ACRES TRACT
FDM EQUITIES, LLC
KREG EQUITIES, LTD
214-600-2013

THIS DOCUMENT IS RELEASED
FOR THE PURPOSE OF
INTERIM REVIEW UNDER THE
AUTHORITY OF DAVID A.
VILBING, F.E. 67207 ON
OCTOBER 21, 2021. IT IS NOT TO
BE USED FOR CONSTRUCTION,
LEGAL INFO. OR PERMIT PURPOSES.

HIDDEN MEADOWS
ADDITION
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

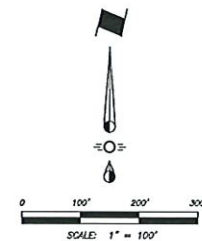
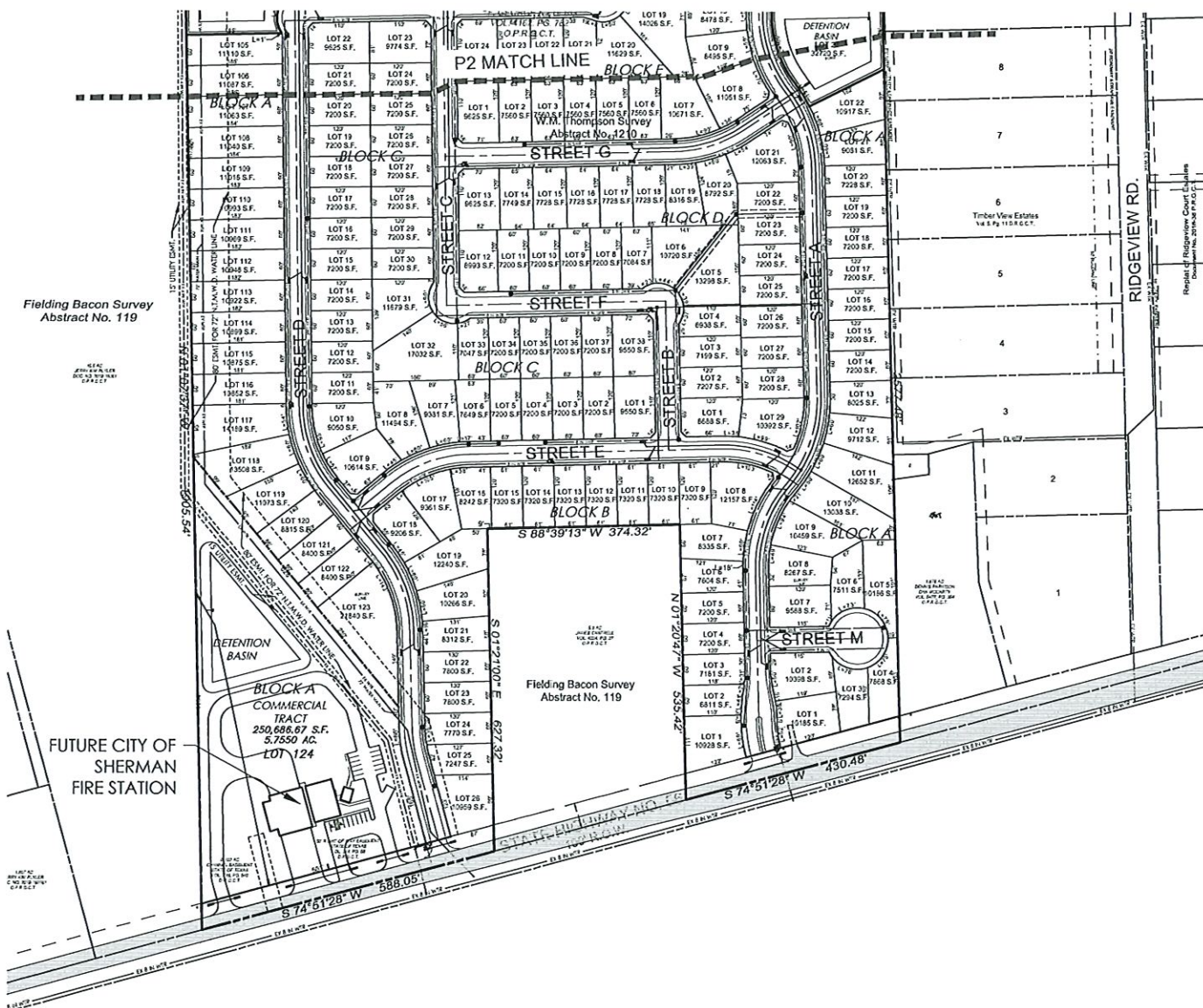
VILBIG & ASSOCIATES, INC.
CONSULTING ENGINEERS & SURVEYORS

517 W. WOODARD STREET, DENISON, TX 75020
PHONE: (214) 352-7233 FAX (214) 352-0919
TEXAS ENG. FIRM #5614 & SURVEYING FIRM #0913200

[illegible]

SUBMITTAL #1: 10/21/21
SUBMITTAL #2: ---/---/---
SUBMITTAL #3: ---/---/---
SUBMITTAL #4: ---/---/---
DESIGN: DV/PN DRAWN: RS
CHECKED: DAV
SCALE: 1" = 100'

SHEET
P2
2 OF 3



PROGRESS PLOTS
 FOR INTERIM DESIGN
 NOT FOR CONSTRUCTION
 DATE: 10/21/2021

CAUTION!
 THERE WILL BE AN ADDITIONAL 5%
 CHARGE FOR ANY CHANGES
 TO THE PLOT AFTER THE
 DATE OF THE PLOT.
 UNLESS OTHERWISE NOTED
 OTHERWISE, CALL BEFORE CHANGES



NO.	DATE	BY	DESCRIPTION

REVISIONS

VILBIG & ASSOCIATES, INC.
 CONSULTING ENGINEERS & SURVEYORS
 517 W. WOODWARD STREET, DENVER, CO 80202
 PHONE: (303) 733-7333 FAX: (303) 733-7333
 EMAIL: INFO@VILBIG.COM WEBSITE: WWW.VILBIG.COM

THIS DOCUMENT IS RELEASED
 FOR THE PURPOSE OF
 AUTHORITY OF THE
 CITY OF SHERMAN, TEXAS
 TO BE USED FOR CONSTRUCTION
 OF THE PROJECT.
 FINAL DEC. OR PERMIT PURPOSES.

HIDDEN MEADOWS
 ADDITION
 CITY OF SHERMAN
 GRAYSON COUNTY, TEXAS

PRELIMINARY PLAT
 87.711 ACRES TRACT
 FOM EQUITIES, LLC
 KREC EQUITIES, LTD
 214-600-2013

SUBMITTAL #1: 10/21/21
 SUBMITTAL #2: 10/21/21
 SUBMITTAL #3: 10/21/21
 SUBMITTAL #4: 10/21/21
 CHECKED BY: [Signature]
 SCALE: 1" = 100'

SHEET
P3
 3 OF 3

STAFF REVIEW LETTER

November 9, 2021

F. George Nieberg, M.B.
425 N. Highland Ave.
Sherman, TX 75092

Copley Land Surveying.
1702 Verdi Ln.
Sherman, TX 75090

Vilbig & Associates
517 W. Woodard St.
Denison, TX 75020

Kingdom Road Equities, LLC
8650 Freeport Parkway, Ste. 100
Irving, TX 75063

Dear Applicants,

The request for a Zone change approval under Ordinance No. 2280, Section 12, from a C-2 (General Commercial) District to an R-1 (One-Family Residential) District located in the 3800 block of West Houston Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, November 16, 2021 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-1 (One-Family Residential) District, the Fence Ordinance, and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.3; Sec. 7(13) and Sec. 17*)
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. 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 6.3 & Section 7, Subsection 10(b)*)
4. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
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. Platting of the property is required.
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
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer

Clint Philpott, Asst. City Manager
Tom Pruitt, Utility Engineer



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

Agenda Item No. 29.

Meeting Date: 11/16/2021

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:

3800 BLOCK WEST HOUSTON STREET

The request of F. George Nieberg, M.D. (Owner), Vilbig & Associates, PLLC (Civil Engineer/Representative), Kingdom Road Equities, LLC (Developer) and Copley Land Surveying (Surveyor) concerning the property in the 3800 block of West Houston Street, being 87.711 acres in the W.M. Thompson Survey, Abstract No. 1210 and the Fielding Bacon Survey, Abstract No. 119 , as follows:

Planning and Zoning Commission

- A. Preliminary Plat approval for Hidden Meadows Addition
- B. Zone change approval under Ordinance No. 2280, Section 12, from a C-2 (General Commercial) District to an R-1 (One-Family Residential) District; **Tract 1** - being 7.475 acres in the Fielding Bacon Survey, Abstract No. 119 and **Tract 2** - being 3.513 acres in the Fielding Bacon Survey, Abstract No. 119

Background:

The property is located in the 3800 block of West Houston Street between Ridgeview Road and Seasons West Avenue and is zoned an R-1 (One-Family Residential) District and C-2 (General Commercial) District. The owner is requesting a zone change on a portion of the property to an R-1 (One-Family Residential) District and plat the property into 279 lots for residential development.

Adjacent Zoning:

R-1 (One-Family Residential) District
C-2 (General Commercial) District

Origination:

F. George Nieberg, M.D. (Owner)
Vilbig & Associates, PLLC (Civil Engineer/Representative)
Kingdom Road Equities, LLC (Developer)

Master Plan Designation:

Suburban Residential – Increased density and closer building setbacks separate Suburban Residential from Countryside and Estate, but more landscaping and open space distinguish Suburban Residential from Urban and Auto-Urban categories. New suburban subdivisions typically have curvilinear streets and sidewalks, as well as curb and gutter.

Number of notices mailed:

40

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Hidden Meadows Addition

Zoning Exhibit

Staff Review Letter - Plat

Staff Review Letter - Zone Change



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 6.

Meeting Date: 12/06/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6440

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-2 (Multi-Family Residential) District, located at 400 West U.S. Highway 82, being 22.109 acres in J.B. McAnair Survey, Abstract No. 763 (AJH Enterprises, LTD, Owner; Jon David Cross, Cross Engineering Consultants, Civil Engineer/Representative, Lee Engineering, Parking Study; and Underwood Drafting and 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 AJH Enterprises, LTD (Owner), Jon David Cross, Cross Engineering Consultants (Civil Engineer/Representative), Lee Engineering (Parking Study) and Underwood Drafting and Surveying (Surveyor) concerning the property at 400 West U.S. Highway 82, being 22.109 acres in J.B. McAnair Survey, Abstract No. 763 for zone change approval from an R-1 (One-Family Residential) District to an R-2 (Multi-Family Residential) District.

Background:

The property is located at 400 West U.S. Highway 82 between Rex Cruse Drive and Hickory Street. The property is zoned an R-1 (One-Family Residential) District. The owner would like to develop 22 acres into a multi-family development. The property has several gas well sites, which restrict the placement of apartment buildings. This leads to a site design with significant open space. They plan to construct The Heights on Hickory Street, 288 units, 3 buildings with a clubhouse.

Origination:

AJH Enterprises, LTD (Owners)
Jon David Cross, Cross Engineering Consultants (Civil Engineer/Representative)
Lee Engineering (Parking Study)
Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the November 16, 2021 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. 6440
Exhibit A - Survey
Location Map
Zoning Map
Zoning Sign Photo
Site Plan
Building Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6440

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 400 WEST U.S. HIGHWAY 82, BEING 22.109 ACRES IN J.B. MCANAIR SURVEY, ABSTRACT NO. 763 (AJH ENTERPRISES, LTD, OWNER; JON DAVID CROSS, CROSS ENGINEERING CONSULTANTS, CIVIL ENGINEER/REPRESENTATIVE; LEE ENGINEERING, PARKING STUDY; AND UNDERWOOD DRAFTING AND SURVEYING, 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 400 West U.S. Highway 82, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-2 (Multi-Family Residential) District, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include such property.

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

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

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

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

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

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

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

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

INTRODUCED on this the 6th day of December, 2021.

ADOPTED on this the 6th day of December, 2021.

EFFECTIVE DATE on this the 6th day of December, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

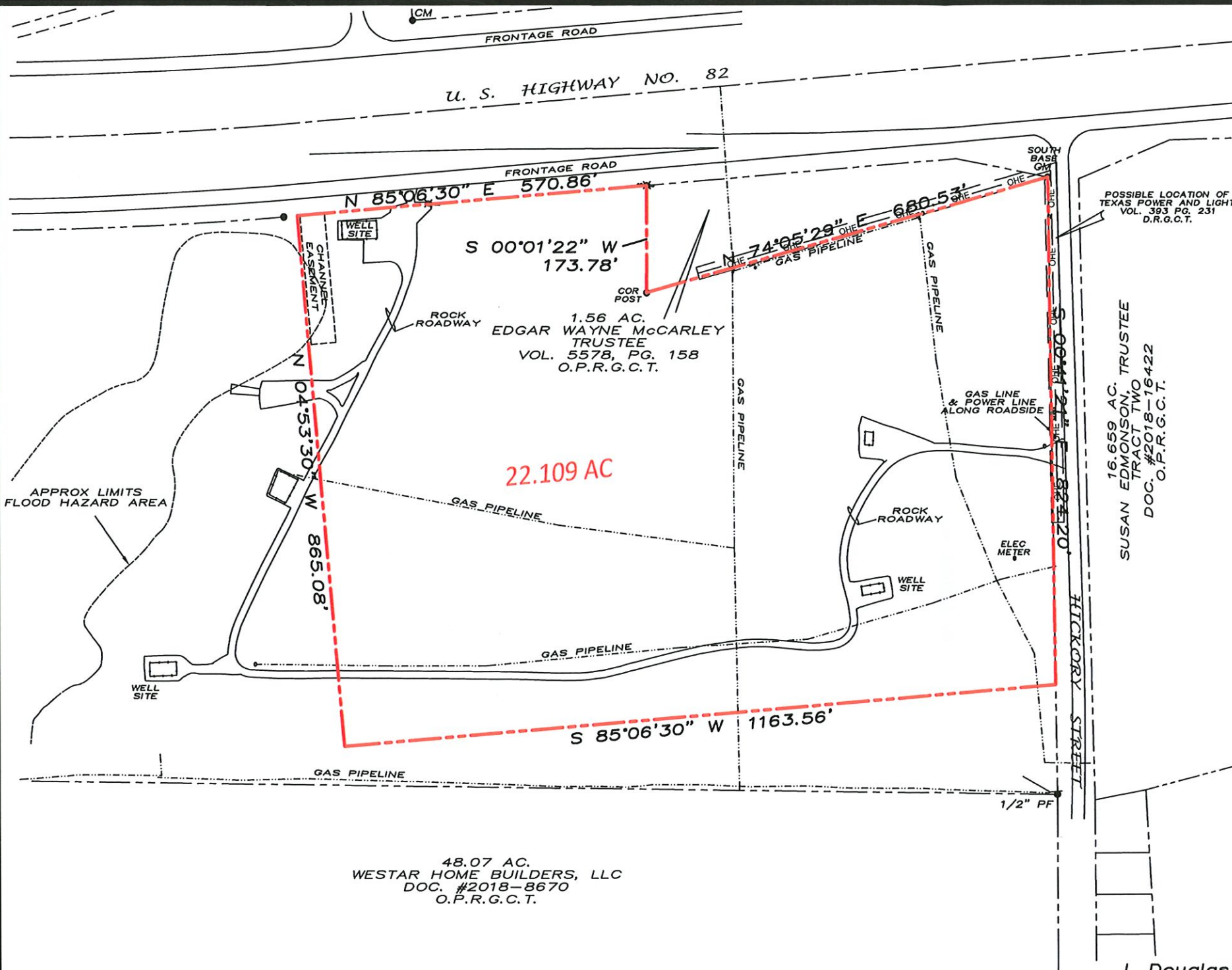
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Exhibit A



ZONING TRACT
LEGAL DESCRIPTION

Situated in the City of Sherman, Grayson County, Texas, being a part of the J. B. McAnair Survey, Abstract No. 763, and being a part of the same tract of land described as 97.32 acres conveyed by Bettina Rising and Ann L. Shub, Trustees et al to Bettina Rising and Ann L. Shub, Trustees by deed dated October 1, 1997, recorded in Volume 2581, Page 693, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at the Northwest corner of that tract of land described as 1.56 acres and referred to as Parcel No. 2 as conveyed by Edgar Wayne McCarley to Edgar Wayne McCarley, Trustee by deed dated December 3, 2014, recorded in Volume 5578, Page 158, said Official Public Records;

Thence South 00°01'22" West with the general course of a fence a distance of 173.78 feet to a corner post maintaining an inside angle corner to the said 97.32 acre tract and the Southwest corner of the said 1.56 acre tract;

Thence North 74°05'29" East with the general course of a fence along a North line of the said 97.32 acre tract a distance of 680.53 feet to a point for the Northeast corner of the herein described tract and Southeast corner of the said 1.56 acre tract at the South base of a concrete monument, an angle point in said South right-of-way line of Highway No. 82, and West line of a public road locally known as Hickory Street;

Thence South 00°41'21" East with said West line of Hickory Street a distance of 824.20 feet to a point;

Thence South 85°06'30" West, a distance of 1,163.56 feet to a point;

Thence North 04°53'30" West, a distance of 865.08 feet to a point in the south right-of-way line of U. S. Highway No. 82;

Thence North 85°06'30" East with said right-of-way line, a distance of 570.86 feet to the Point of Beginning and containing 22.109 acres of land.

I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. Its use or disclosure in whole or part without the express written permission of Underwood Drafting & Surveying, Inc. is prohibited.

This survey is also unpublished work protected under the copyright laws of the United States of America. If this work becomes published, the following notice shall apply:

Copyright © 2021
Underwood Drafting & Surveying, Inc.
All rights reserved.

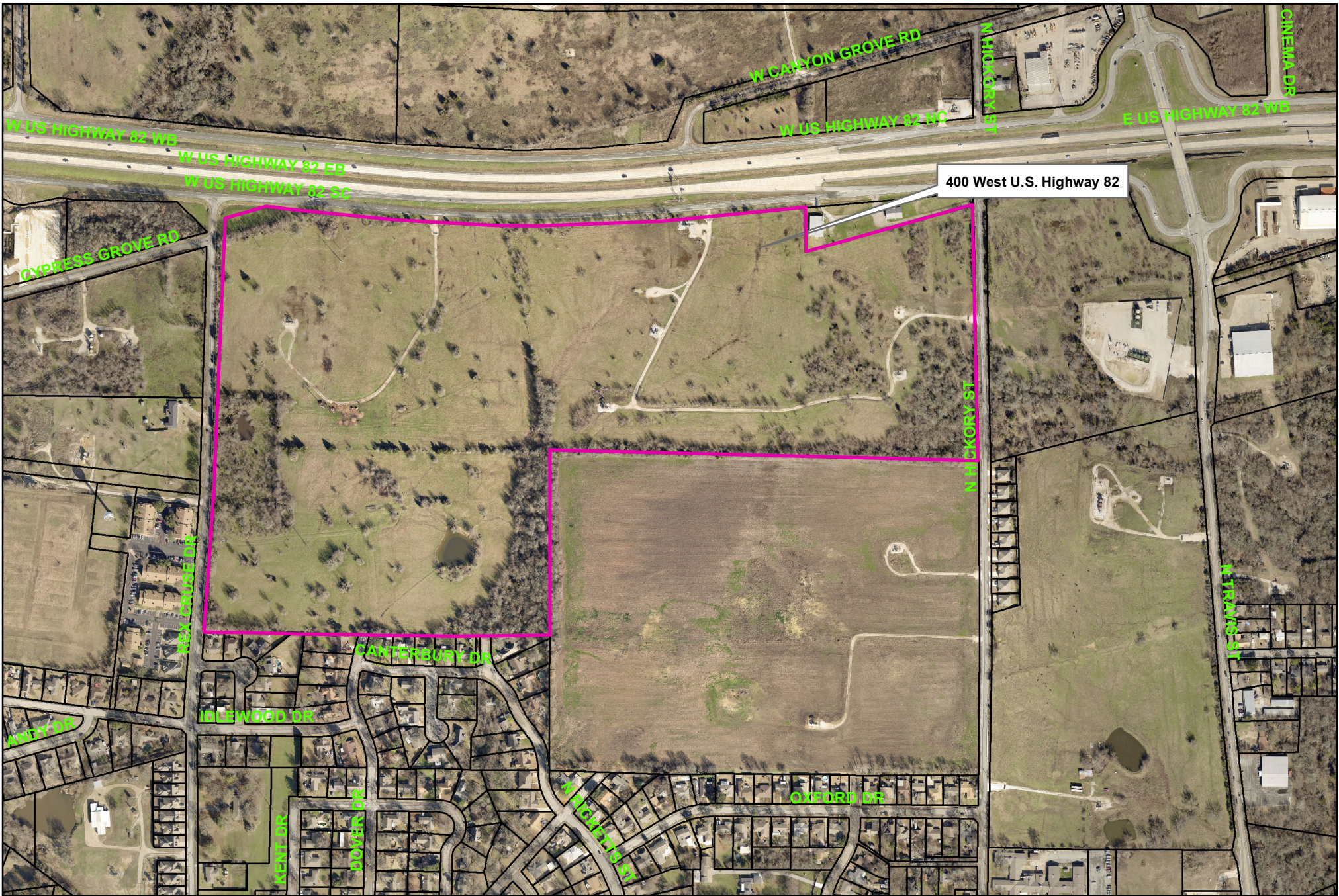
~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE



3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151



Douglas W. Underwood
Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 10/20/21



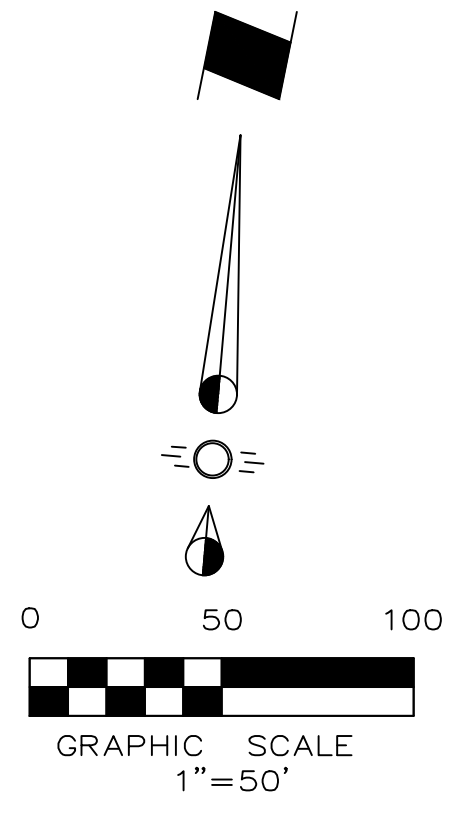
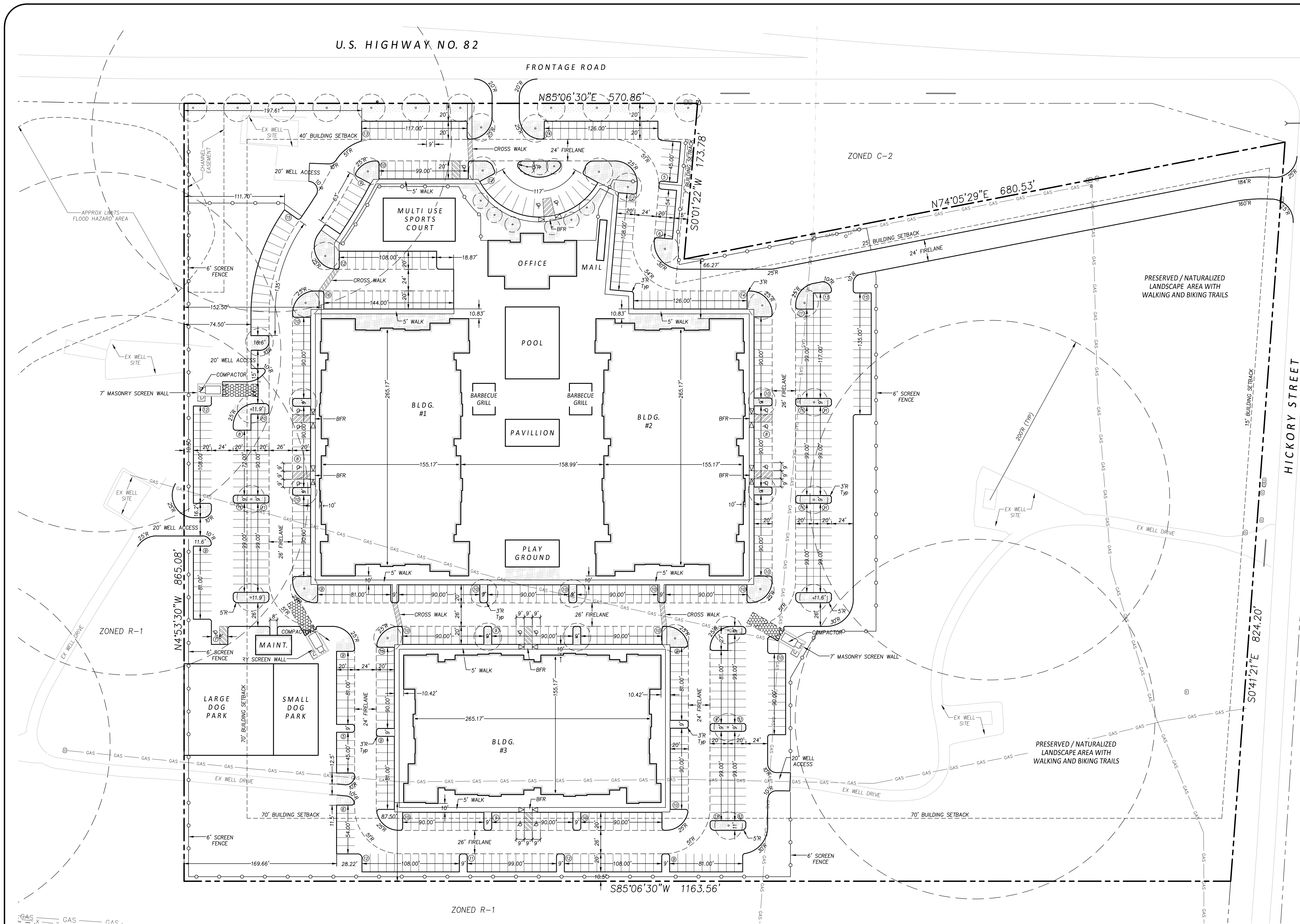
City of Sherman, Texas
Development Services Department

400 West U.S. Highway 82


$$1 \text{ in} = 500 \text{ ft}$$

400 West Highway 82





16.659 AC.
SUSAN EDMONSON, TRUSTEE
TRACT TWO
DOC. #2018-16422
O.P.R.G.C.T.
ZONED CM

SITE DATA TABLE			
Existing Zoning:	R-1		
Proposed Zoning:	R-2		
Proposed Use:	Multifamily		
Lot Area:	22.109	Acres	(963,071 sf)
Unit Breakdown per Building:			
1 Bedroom	48	3-Story	
2 Bedroom	42	3-Story	
3 Bedroom	6	3-Story	
Total Units/Building:	96	x3 Buildings = 288	
Building Height Information:			
Buildings 1, 2 & 3		3-Story	
Building Square Footage Information:			
Building	42,383	SF	(3x)
Total Square Footage	127,149		
Lot Coverage:	13%		
Floor to Area Ratio (FAR):	0.13		
Parking Requirement:			
2 spaces per 1 bedroom unit	288	Spaces	
2 spaces per 2 bedroom unit	252	Spaces	
3 spaces per 3 bedroom unit	54	Spaces	
Total Parking:	594	Spaces	
Parking Provided			
Apartment Surface Parking	570	Spaces	
Apartment HC Parking	16	Spaces	
Apartment Subtotal:	586	Spaces	
Community/Leasing Parking	10	Spaces	
Community/Leasing HC Parking	2	Spaces	
Community/Leasing Subtotal:	12	Spaces	
Total Parking:	598	Spaces	
Impervious Area:	260,938	SF	
Landscaped Area:	557,765	SF	
Site Amenities			
1. Dog Park (15,190 SF)			
2. Pool (4,800 SF)			
3. Leasing Office (4,785 SF)			
4. Maintenance (867 SF)			

ENGINEER:
Cross Engineering Consultants, Inc.
1720 W. Virginia Street
McKinney, Texas 75069
Phone (972) 562-4409
Fax (972) 562-4471
Contact: Jon David Cross, P.E.

SURVEYOR:
Underwood Drafting & Surveying, Inc.
3404 Interurban Road
Denison, Texas 75021
Phone (903) 465-2151
Fax (903) 465-2152
Contact: Doug Underwood, RPLS

CROSS ENGINEERING CONSULTANTS
1720 W. Virginia Street
McKinney, Texas 75069
772.562.4409

McKinney, Texas 75069
Texas P.E. Firm No. F-5935

Drawn By:	Checked By:	Scale:
C.E.C.I.	C.E.C.I.	1"=50'

THIS DOCUMENT IS
RELEASED FOR THE
PURPOSE OF INTERIM
REVIEW UNDER THE
AUTHORITY OF JON
DAVID CROSS, P.E. NO.
82618 ON 10/20/21.
IT IS NOT TO BE USED
FOR CONSTRUCTION
PURPOSES.

SITE PLAN

THE HEIGHTS AT HICKORY STREET

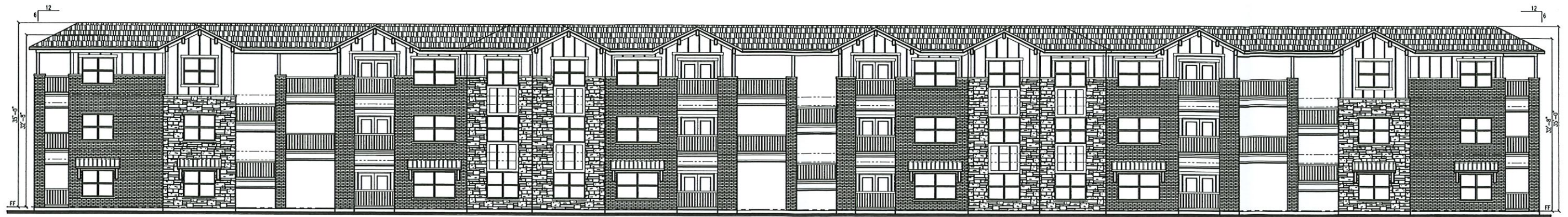
AZIM HILL, LLC

CITY OF SHERMAN, TEXAS

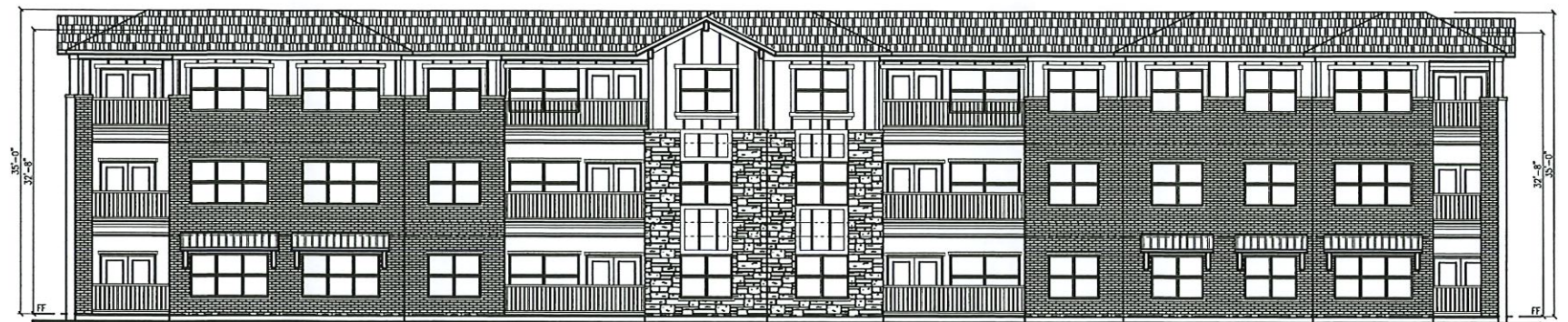
Sheet No.
SP

Project No.
21041

REX CRUSE DEVELOPMENT



FRONT (SOUTH) ELEVATION
SCALE: 1/8"=1'-0"



TYP. SIDE ELEVATION
SCALE: 1/8"=1'-0"



REAR (NORTH) ELEVATION
SCALE: 1/8"=1'-0"

JOB #1866
22/MAY/2019

A.J.H.
ENTERPRISES
LTD.

THE HEIGHTS AT
HICKORY ST.
SHERMAN, TX

FILE NAME: 1866-8THELEV-0 (05-22-19) .ES

SHEET

A-1

OF 8A SHEET

STAFF REVIEW LETTER

November 9, 2021

AJH Enterprises, LTD
151 Player Circle, Second Floor
Southlake, TX 76092

Underwood Drafting & Surveying
3404 Interurban Rd.
Denison, TX 75021

Cross Engineering Consultants
Jon David Cross
1720 W. Virginia St.
McKinney, TX 75069

Dear Applicants,

The request for a zone change and site plan approval for The Heights on Hickory Street under Ordinance No. 2280, Section 12, from an R-1 (One-Family Residential) District to an R-2 (Multi-Family Residential) District located at 400 West U.S. Highway 82 has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, November 16, 2021 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-2 (Multi-Family Residential) District, the O-1 (75 & 82) Overlay District, the Sign Ordinance, the Fence Ordinance and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.4; Sec. 6.13.1, 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). (*Code of Ordinances Chapter 3.02(c)*)
3. The setbacks requirements are: Front – 40'; Rear and Sides - twice the height of the highest point on the building. (*Chapter 14, Exhibit A, Sec. 13.1, Subsection (5)(b)*)
4. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
5. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 6.4 and Section 7, Subsection 10(b)*)
6. All finishes shall be masonry, masonry veneer or concrete siding. (*Chapter 14, Exhibit A, Section 6.13.1*)
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. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right-of-way. (*Chapter 14, Exhibit A, Section 6.13.1, Subsection 6 (c)(2)*).

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. The location of the trash receptors must be approved by the Public Works Department.
15. Platting of the property is required. *Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004*
16. Drive approaches and sidewalks must conform to City of Sherman 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*
17. Location of drive approach off of Hickory Street may require relocation upon civil review.
18. Water main must be extended in accordance with City criteria to serve proposed Lots. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G)*
19. Sanitary Sewer main must be extended in accordance with City criteria to serve proposed Lots. Sewer capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
20. 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.*
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)*

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
Christopher Armstrong, Asst. City Engineer

Clint Philpott, Asst. City Manager
Tom Pruitt, Utility Engineer



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

Agenda Item No. 22.

Meeting Date: 11/16/2021

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:

400 WEST U.S. HIGHWAY 82

The request of AJH Enterprises, LTD (Owner), Jon David Cross, Cross Engineering Consultants (Civil Engineer/Representative) and Underwood Drafting and Surveying (Surveyor) concerning the property at 400 West U.S. Highway 82, being 22.109 acres in J.B. McAnair Survey, Abstract No. 763, as follows:

Board of Adjustments

- A. Exception under Ordinance No. 2280, Section 7, Subsection (13)(d)(4) and Section 6.13.1, Subsection (5) to allow the trash compactor on the west side to have a 15' setback in lieu of the required 70' in an R-2 (Multi-Family Residential) District/O-1 (75 & 82) Overlay District.

Planning and Zoning Commission

- B. Zone change and site plan approval for The Heights on Hickory Street 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 400 West U.S. Highway 82 between Rex Cruse Drive and Hickory Street. The property is zoned an R-1 (One-Family Residential) District. The owner would like to develop 22 acres into a multi-family development. The property has several gas well sites, which restrict the placement of apartment buildings; this leads to a site design with significant open space. They plan to construct The Heights on Hickory Street, a 288 unit, 3 buildings with a clubhouse.

Adjacent Zoning:

R-1 (One-Family Residential) District
C-2 (General Commercial) District

Origination:

AJH Enterprises, LTD (Owners)

Jon David Cross, Cross Engineering Consultants (Civil Engineer/Representative)

Underwood Drafting & Surveying (Surveyor)

Master Plan Designation:

Suburban Residential – Increased density and closer building setbacks separate Suburban Residential from Countryside and Estate, but more landscaping and open space distinguish Suburban Residential from Urban and Auto-Urban categories. New suburban subdivisions typically have curvilinear streets and sidewalks, as well as curb and gutter.

Number of notices mailed:

30

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Survey

Site Plan

Building Elevations

Staff Review Letter



City Council Regular Meeting

D. 7.

Meeting Date: 12/06/2021

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6435, 6436, 6437, 6438, 6439 & 6440.

Issue:

- D. 1** **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6435** 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 Paint Booth in an M-1 (Light Manufacturing) District/O-1.2 (Sam Rayburn) Overlay District at 2005 South Sam Rayburn Freeway, being Lot 1, Block 43R of the Replat of Block 43R, Lot 1 South Side Addition (FRHP Lincolnshire, LLC, Owner; Camping World, Tenant; and Coree Corbin, Corbin Design Company, Representative); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed \$2,000.00
- D. 2** **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6436**
Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow 235 Patio Homes in an R-1 (One-Family Residential) District in the 3100-3500 Blocks Dripping Springs Road, Being Lots 15-28, Block B, Lots 16-40, Block C, Lots 1-18, Block D, Lots 1-18, Block E, Lots 1-18, Block F, Lots 1-9, Block G, Lots 1-58, Block H, Lots 1-9, Block J and Lots 1-66, Block K of the proposed Replat of Sweetwater Springs, Phase 2, a Replat of Lot 15, Block B, Lot 16, Block C, Sweetwater Springs Subdivision, Block 7, Hilltop Estates, Lots 6-9, Block 1, Lots 2-5, Block 6, Midway Estates Addition, Lots 2-9, Block 1, Lots 2-9, Block 3, Lot 1, Block 2 and Lot 1, Block 4, Hilltop 2 Estates, Phase 1 (Barton Capital, LTD and James and Laura Frame, Owners; S2 Land Development, Developer; Strand, Civil Engineer; and Pierce-Murray Land Solutions, 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. 6437**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-1 (One-Family Residential) District, located in the 3100-3500 Blocks of Dripping Springs Road, Being 13.150 acres in the Eustacio Canton Survey, Abstract No. 221 and the John Hendrix Survey, Abstract No. 503, and being a part of Block 7 of a Replat of a Part of Block No. 5 and all of Block Numbers 6, 7, 8, 9, 10, 17, 18, 19, 20, 21, 26, 27, 28, 29, and 30 of Hilltop Estates including a Part of Blocks 1 and 3 and all of Blocks 2 and 4 of that Replatted Portion of Said Block 7 Known as Phase 1, Hilltop 2 Estates Addition also Including all of that Portion of said Block 7 known as Midway Estates Phase 2 and Including 2.81 Acres Lying within the Limits of the Dedicated Streets (Bryan Lane, Marion Lane, Harriet Drive and Carter Court) (Barton Capital, LTD and James and Laura Frame, Owners; S2 Land Development, Developer; Strand, Civil Engineer; and Pierce-Murray Land Solutions, Surveyor); Providing for a Penalty not to Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability

Clause And An Effective Date

D. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6438

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-2 (Multi-Family Residential) District, located at 2100 East Lamar Street, being 12.995 acres in the George B. Pilant Survey, Abstract No. 963 (Gary L. Matthews, Owner; Wyldewood Homes, Prospective Buyer; Tim Pike, Representative; and Preston Trail 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. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6439

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-1 (One-Family Residential) District, located in the 3800 Block of West Houston Street, Tract 1 - being 7.475 acres in the Fielding Bacon Survey, Abstract No. 119 and Tract 2 - being 3.513 acres in the Fielding Bacon Survey, Abstract No. 119 (F. George Nieberg, M.D., Owner; Vilbig & Associates, PLLC, Civil Engineer;/Representative; Kingdom Road Equities, LLC, Developer; 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. 6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6440

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-2 (Multi-Family Residential) District, located at 400 West U.S. Highway 82, being 22.109 acres in J.B. McAnair Survey, Abstract No. 763 (AJH Enterprises, LTD, Owner; Jon David Cross, Cross Engineering Consultants, Civil Engineer/Representative, Lee Engineering, Parking Study; and Underwood Drafting and Surveying, Surveyor); Providing for a Penalty not to Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 1.

Meeting Date: 12/06/2021

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6812

Authorizing Execution of a Purchase and Sale Agreement with Barrett Keith Brown for the Purchase of Approximately 39.95 Acres of Land, Generally Located at the Southwest Corner of FM 691 and La Cima Road in the City of Sherman, Texas

Issue:

To consider a Purchase and Sale Agreement with the Barrett Keith Brown for the purchase of approximately 39.95 acres of land generally located in the City of Sherman, Texas at the Southwest Corner of FM 691 and La Cima Road

Background:

At the regular meeting on November 15, 2021, Council discussed the purchase and value of real property generally located south of FM 691, east of FM 1417, west of US Highway 75 and north of US Highway 82 during executive session. This land would be used to expand the water treatment plant and/or provide a location for future backup storage of water for the City's surface water system.

Origination:

City Manager's Office

Financial Consideration:

The purchase price of this land is \$38,500.00 per acre. Total acreage will be verified by boundary survey, approximate acreage is 39.95 acres. Total cost will be about \$1,538,000.00

Staff Recommendation:

It is recommended that the City Council authorize the purchase of this land

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6812

Purchase and Sale Agreement

Location Map

RESOLUTION NO. 6812

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH BARRETT KEITH BROWN FOR THE PURCHASE OF APPROXIMATELY 39.95 ACRES OF LAND, GENERALLY LOCATED AT THE SOUTHWEST CORNER OF FM 691 AND LA CIMA ROAD 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 be and is hereby authorized, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Purchase and Sale Agreement with Barrett Keith Brown for the purchase of approximately 39.95 acres of land generally located at the southwest corner of FM 691 and La Cima Road in the City of Sherman, Texas, in the amount of Thirty-Eight Thousand Five Hundred Dollars and Zero Cents (\$38,500.00) per acre; in accordance with the terms and provisions of the contract documents attached hereto and incorporated herein for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of December, 2021.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

PURCHASE AND SALE AGREEMENT

+/- 39.95 acres, City of Sherman, Grayson County, Texas

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made and entered into between **THE CITY OF SHERMAN, TEXAS**, a home-rule municipality (the “Purchaser”) and **BARRETT KEITH BROWN**, an individual (“Seller”).

RECITALS

WHEREAS, defined terms are indicated by initial capital letters. Defined terms shall have the meaning set forth herein, whether or not such terms are used before or after the definitions are set forth.

WHEREAS, Purchaser desires to purchase the Property and Seller desires to sell the Property, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, provisions, covenants and agreements set forth herein, as well as the sums to be paid by Purchaser to Seller, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Purchaser and Seller agree as follows:

ARTICLE 1 **BASIC INFORMATION**

Section 1.1 Certain Defined Terms

The following defined terms shall have the meanings set forth below:

- A. City.** The City of Sherman, Texas.
- B. Closing.** The completion of the transaction described in this Agreement.
- C. Closing Date.** The date that is thirty (30) days after the expiration of the Inspection Period.
- D. Cure Period.** The period beginning on the date Seller receives Purchaser’s Objections and ending on the date that is ten (10) days thereafter.
- E. Due Diligence Delivery Date.** The date that is ten (10) days after the Effective Date.
- F. Earnest Money.** ELEVEN THOUSAND NINE HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS (\$11,985.00).
- G. Earnest Money Delivery Date.** The date that is three (3) business days after the fully executed Agreement is delivered to the Title Company.

H. Effective Date. The date on which the fully executed Agreement along with the Earnest Money is received by the Title Company, as shown on the Title Company Acceptance Page.

I. Gross Acres. The gross land area within the boundaries of the Land, as determined by the Survey.

J. Inspection Period. The period beginning on the Effective Date and ending on the date which is sixty (60) days after the Effective Date.

K. Purchase Price. The sum of ~~THIRTY-THOUSAND AND 00/100 DOLLARS (\$30,000.00)~~ **THIRTY-EIGHT THOUSAND AND FIVE HUNDRED DOLLARS (38,500.00)** times the number of Gross Acres of the Land.

JP
X-^{JP}

L. Purchaser's Broker. N/A.

M. Review Period. The period ending fifteen (15) days after Purchaser's receipt of the later of the (i) initial Title Commitment, (ii) Title Documents, and (iii) the Survey.

N. Seller's Broker. Tyler Hemenway (Younger Partners Dallas, LLC).

O. Survey Delivery Date. The date that is ten (10) days after the Effective Date.

P. Title Commitment Delivery Date. The date that is twenty (20) days after the Effective Date.

Q. Title Company. Reunion Title Company.

R. Title Termination Period. The period beginning on the expiration of the Cure Period and ending on the date that is five (5) days after the Cure Period.

Section 1.2 Closing Costs

Closing costs shall be allocated and paid as follows:

COST	RESPONSIBLE PARTY
Title Commitment	Seller
Premium for standard form Title Policy	Seller
Premium for endorsements or additional coverage for the Title Policy	Purchaser
Recording Fees	Purchaser
Financing expenses for Purchaser's loan, if any	Purchaser

Escrow Fee charged by Title Company	Evenly split between Purchaser and Seller
Commission to Seller's Broker	Seller
All other Closing costs, expenses, charges and fees customarily paid by purchasers in Grayson County	Purchaser
All other Closing costs, expenses, charges and fees customarily paid by sellers in Grayson County, including Schedule C Curative Items	Seller

Section 1.3 Notice Addresses

Purchaser: City of Sherman
 Attn: Robby Hefton, City Manager
 220 Mulberry Street
 Sherman, Texas 75454
 Telephone: 903-819-7452
 Email: robbyh@cityofsherman.com

with copy to: Abernathy, Roeder, Boyd & Hullett, P.C.
 Attn: Ryan D. Pittman and Chris Zillmer
 1700 Redbud Boulevard, Suite 300
 McKinney, Texas 75069
 Telephone: 214-544-4046
 Email: rpittman@abernathy-law.com

Seller: Barrett Keith Brown

 Email: _____

with copy to: Scott Pelley P.C.
 Attn: Jacob Pelley
 717 N. Crockett Street
 Sherman, Texas 75090
 Telephone: 9036-964-0852
 Email: jacob@scottpelley.com

Title Company: Reunion Title Company
 Attn: Kathy Ruiz
 1700 Redbud Blvd., Suite 300
 McKinney, TX 75069
 Telephone: 214-544-4000

ARTICLE 2 **PROPERTY**

Section 2.1 Property Description

Upon the terms and conditions hereinafter stated, Seller hereby agrees to sell and convey to Purchaser the following (collectively, the “Property”):

A. Land. Good and indefeasible title to approximately 39.95± acres of land generally located in the City of Sherman, Texas at the southwest corner of FM 691 and La Cima Road (the “Land”), together with all benefits, privileges, easements, tenements, hereditaments, rights and appurtenances thereon or pertaining to such Land, as more specifically set forth herein on **Exhibit “A”** and as depicted on **Exhibit “A-1”**, attached hereto and incorporated herein by this reference.

B. Improvements. All buildings, structures, fixtures, and improvements situated on, in, or under the Land, if any (“Improvements”); all benefits, privileges, tenements, hereditaments, rights and appurtenances thereon or pertaining to the Improvements and all easements owned by Seller, if any, which are used or needed in connection with the operation or development of the Land (the Land and the Improvements are herein referenced as the “Real Property”).

C. Personal Property. All of Seller’s right, title, and interest in any personal property owned by Seller, if any, as of the Closing Date that is attached to or located on and used exclusively in connection with the operation, repair, or maintenance of the Real Property, including but not limited to all fixtures, fittings, appliances, apparatuses, equipment, tools, machinery, heating, ventilating, air-conditioning, lighting, plumbing, and electrical fixtures, hot-water heaters, furnaces, heating controls, Agreement rights, claims, systems, and other items of tangible and intangible personal property and replacements, affixed or attached to, situated on, or used exclusively in connection with the Real Property (collectively, “Personal Property”).

D. Licenses and Permits. To the extent assignable by Seller to Purchaser, and to the extent any of the following exist and run with the Real Property, all of Seller’s right, title, and interest in and to (i) licenses, permits, certificates of occupancy, or similar documents relating to the Real Property and Personal Property; (ii) all permits, approvals, licenses, water and sewer capacity commitments, all engineering and architectural plans; and (iii) all plans, drawings, specifications, surveys, engineering reports, and other technical descriptions of the Real Property and/or Personal Property (collectively, “Licenses and Permits”).

Section 2.2 Legal Description

The legal description of the Land set forth in the final Survey certified to the Purchaser and Title Company shall be substituted for **Exhibit “A”** to the extent there is any change as the description of the Property to be conveyed hereunder and shall become part of this Agreement.

ARTICLE 3

PURCHASE PRICE

Purchaser agrees to purchase the Property at the Purchase Price and upon the terms set forth herein. At Closing, Purchaser shall deliver to Seller the Purchase Price in cash or other immediate funds.

ARTICLE 4

EARNEST MONEY

On or before the Earnest Money Delivery Date, Purchaser shall deposit the Earnest Money in the form of a check or wire transfer with the Title Company in its capacity as escrow agent, to be held in escrow pursuant to the terms of this Agreement. If Purchaser fails to timely deposit the Earnest Money, Seller may terminate this Agreement at any time before Purchaser deposits the Earnest Money with the Title Company, and upon such election, this Agreement shall terminate. Purchaser agrees that One Hundred and No/100 Dollars (\$100.00) of the Earnest Money is given as consideration for this Agreement (the “Independent Consideration”), which Independent Consideration shall be applied to the Purchase Price at Closing, but shall not be returned to Purchaser in the event the Earnest Money is otherwise returned to the Purchaser pursuant to the terms of this Agreement. The Earnest Money shall be credited to the Purchase Price at Closing.

ARTICLE 5

DUE DILIGENCE AND CONTINGENCIES

Section 5.1 Survey and Title Review

A. Survey. Seller shall deliver to Purchaser a copy of Seller’s existing survey of the Property, if any (the “Survey”) on or before the Survey Delivery Date. If a new or updated survey of the Property is required, then such new or updated survey shall be obtained by Purchaser at Purchaser’s expense and shall be prepared by a registered land surveyor in conformity with the “Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys” jointly established and adopted by ALTA and NSPS in 2011 (or such local equivalent as may exist with respect to the Property), in conformity with such standards as are required by the Title Company as a condition to the removal of the survey exception from the Title Commitment, and certified to Purchaser, the Title Company and such other parties as Purchaser shall designate by written notice to Seller.

B. Title Commitment. On or before the Title Commitment Delivery Date, Seller shall deliver or cause to be delivered to Purchaser (i) a title commitment (the “Title Commitment”) covering the Property binding the Title Company to issue a Texas Owner Policy of Title Insurance (the “Title Policy”) on the standard form prescribed by the Texas State Board of Insurance at the Closing, in the full amount of the Purchase Price, insuring Purchaser’s fee simple title to the Property to be good and indefeasible, subject only to the Permitted Exceptions as defined below, and (ii) the following documents (collectively, the “Title Documents”): (1) true and legible copies of all recorded instruments affecting the Property and recited as exceptions in the Title Commitment, and (2) a current tax certificate.

C. Special Assessment Districts. If the Property is situated within a utility district or flood control district subject to the provisions of Section 50.301, Texas Water Code, then Seller shall give to Purchaser as part of the Title Documents the required written notice and Purchaser agrees to acknowledge receipt of the notice in writing. The notice must set forth the current tax rate, the current bonded indebtedness and the authorized indebtedness of the district, and must comply with all other applicable requirements of the Texas Water Code. If the Property is subject to mandatory membership in a property owner's association, Seller shall notify Purchaser of the current annual budget of the property owners' association, and the current authorized fees, dues and/or assessments relating to the Property.

D. Review and Cure Period. During the Review Period, Purchaser shall have the opportunity to review the Survey, the Title Commitment, and the Title Documents. If Purchaser has any objections to the Survey, Title Commitment or Title Documents, Purchaser may deliver such objections to Seller in writing within the Review Period (collectively, "Objections"). Purchaser's failure to provide Objections to Seller prior to the expiration of the Review Period shall be a waiver of Purchaser's right to object, and any item to which Purchaser does not include in its Objections on or before to the expiration of the Review Period shall also be deemed a "Permitted Exception." Items that the Title Company identifies as to be released at Closing will be deemed Objections by Purchaser and shall not be Permitted Exceptions. If Purchaser provides Seller with any Objections, Seller may, but is not obligated to attempt to satisfy the Objections within the Cure Period.

E. Failure or Refusal to Cure. If Seller cannot satisfy or chooses not to satisfy Purchaser's Objections within the Cure Period, then Purchaser may terminate this Agreement by delivering a written notice to Seller within the Title Termination Period. If Purchaser terminates this Agreement, the Earnest Money shall be immediately returned to Purchaser and thereafter neither party shall have any rights or obligations under this Agreement (except for those which may expressly survive the termination of this Agreement). If Purchaser does not terminate this Agreement, then Purchaser shall be deemed to have waived any uncured Objections, except for those Objections Seller has agreed to cure, and must accept such title as Seller is able to convey as of Closing, subject to the other terms and provisions of this Agreement. Notwithstanding the foregoing, at or prior to Closing, Seller shall discharge or cause to be discharged all: (i) matters set forth on Schedule C of the Title Commitment; (ii) exceptions to title created after the Effective Date without the written consent of Purchaser; and (iii) judgments, liens and mortgages affecting the Property, and same shall not constitute Permitted Exceptions.

Section 5.2 Due Diligence

On or prior to the Due Diligence Delivery Date, Seller shall deliver to Purchaser copies of all engineering investigations, soils reports, feasibility reports, tests, environmental studies, license agreements, management agreements, and other information related to the Property in Seller's possession or control. Notwithstanding Seller's delivery of the above described studies, tests and other due diligence material, if any, Purchaser acknowledges that any information of any type which Purchaser has received or may receive from Seller, or its agents, is furnished to Purchaser as a courtesy only and on the express condition that Purchaser shall make an independent verification of the accuracy of such information, and that all such information is being furnished without any representation or warranty by Seller as to the truth, accuracy, or completeness of such

information; provided, however, that Seller confirms that Seller has no current actual knowledge of any material inaccuracies or errors in any such due diligence materials. Further, as a condition to Seller's delivery of any due diligence materials to Purchaser, Purchaser expressly acknowledges the foregoing in its acceptance of such due diligence items from Seller, and agrees to waive any and all claims against Seller for any cause of action arising from Purchaser's reliance on such Seller furnished due diligence materials.

Section 5.3 Inspection Period

A. Purchaser's Right to Inspect the Property. Prior to the expiration of the Inspection Period, Purchaser shall have the right to inspect the Property and determine if the same is suitable for Purchaser's intended use. If Purchaser notifies Seller in writing on or before 11:59 p.m. on the last day of the Inspection Period that Purchaser disapproves or is dissatisfied in any way with the Property, such determination to be made in Purchaser's sole and absolute discretion, then this Agreement shall terminate and the Earnest Money heretofore delivered by Purchaser to Title Company shall be returned to Purchaser; provided, however, the Independent Consideration shall not be returned to Purchaser. If Purchaser fails to so notify Seller in writing prior to the expiration of the Inspection Period of Purchaser's election to terminate this Agreement, this Agreement shall continue in full force and effect. Seller hereby grants to Purchaser during the Inspection Period the right to enter upon the Property and conduct such tests as Purchaser deems necessary.

B. Indemnification for Inspection. To the extent permitted by law, Purchaser shall indemnify, defend, and hold harmless Seller from all claims, actions or causes of action which might occur by virtue of the entry upon or testing of the Property and provided further that in the event Purchaser does not return the Property to its condition prior to Purchaser's activities, Purchaser shall be responsible for all damages occasioned to the Property arising out of the entry upon or testing of the Property, and this indemnity and covenant will survive the Closing or termination of this Agreement for a period of twelve (12) months. Notwithstanding the foregoing or anything contained herein to the contrary, Purchaser shall have no obligation to indemnify Seller for any claim, action or cause of action which is caused, in whole or in part, by Seller's grossly negligent act or omission or to the extent caused by the willful misconduct of Seller, nor shall Purchaser be required to indemnify Seller with respect to Purchaser's discovery or disturbance of any preexisting matter on or with respect to the Property existing prior to entry on the Property by Purchaser or Purchaser's agents, independent contractors, servants, or employees, including, but not limited to, any hazardous material or dangerous condition.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

Section 6.1 Seller's Representation and Warranties

Seller represents and warrants to Purchaser as of the Effective Date and as of the Closing as follows:

A. Title. Seller has the right to convey and will convey to Purchaser good and indefeasible fee simple title to the Property free and clear of any and all liens, assessments,

unrecorded easements, security interests and other encumbrances except only to the Permitted Exceptions.

B. Licenses. There are no parties in possession of any portion of the Property as licensees, tenants at sufferance or trespassers except for those disclosed, and delivered to Seller as part of the due diligence materials.

C. Negative Covenants. Seller shall not further encumber any of the Property or allow an encumbrance upon the title to any of the Property without the written consent of Purchaser.

D. Liens and Debts. There are no mechanic's liens, Uniform Commercial Code liens or unrecorded liens against the Property, and Seller shall not allow any such liens to attach to the Property prior to Closing, which will not be satisfied out of the Closing proceeds. All obligations of Seller arising from the ownership and operation of the Property and any business operated on the Property, if any, including, but not limited to, taxes, leasing commissions, salaries, and similar agreements, have been paid or will be paid prior to Closing. Except for obligations for which provisions are made in this Agreement for prorating at Closing, there will be no obligations of Seller with respect to the Property outstanding as of Closing.

E. Litigation. To Seller's knowledge, there is no pending or threatened litigation, condemnation, or assessment affecting any of the Property. Seller shall promptly advise Purchaser of any litigation, condemnation or assessment affecting any of Property which is threatened or instituted after the Effective Date.

F. Operation of the Property. After the Effective Date through the Closing Date, Seller shall maintain the Property in the same condition and in the same manner as existed on the Effective Date, except for ordinary wear and tear and any casualty loss.

G. Patriot Act. To the extent applicable to Seller, Seller has complied in all material respects with the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, which comprises Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "Patriot Act") and the regulations promulgated thereunder, and the rules and regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), to the extent such laws are applicable to Seller. To the best of Seller's knowledge, Seller is not included on the List of Specially Designated Nationals and Blocked Persons maintained by the OFAC, or is a resident in, or organized or chartered under the laws of, (i) a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 311 or 312 of the Patriot Act as warranting special measures due to money laundering concerns or (ii) any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur.

H. Organization and Authority. Seller is an individual. The execution and delivery of this Agreement by those executing this Agreement on Seller's behalf and Seller's performance of this Agreement has been duly authorized by Seller, and this Agreement is binding on Seller and

enforceable against Seller in accordance with its terms. The execution of this Agreement and the consummation of the transaction contemplated herein will not violate any restriction, court order or agreement to which Seller or the Property is subject.

I. No Prohibitions. Neither Seller, nor any employee executing this Agreement on behalf of Seller is prohibited from (i) executing or delivering this Agreement; (ii) complying with the terms of this Agreement or (iii) consummating the transactions contemplated by this Agreement by any applicable governmental requirement, agreement, instrument, restriction, or by a judgment, order or decree of any governmental authority having jurisdiction over Seller or the Property.

J. Compliance with Laws. To the best of Seller's current actual knowledge, neither the Property, nor Seller are currently subject to (i) any existing, pending or threatened investigation or inquiry by any governmental authority or (ii) any remedial obligations, under any applicable law, statute, ordinance, rule, regulation, order or determination of any governmental authority or any board of fire underwriters (or other body exercising similar functions), or any restrictive covenant or deed restriction or zoning ordinance or classification affecting the Property, including, without limitation, all applicable building codes, fire codes, health codes, water codes, flood disaster laws and health and Environmental Laws and regulations (hereinafter sometimes collectively called the "Applicable Laws"). Seller has received no notice from any municipal, state, federal or other governmental authority of any violation of any Applicable Laws issued in respect of the Property which has not been heretofore corrected, and no such violation exists.

K. "AS IS". EXCEPT AS EXPRESSLY PROVIDED HEREIN, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, ABSENCE OF LATENT DEFECTS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PURCHASER AGREES THAT WITH RESPECT TO THE PROPERTY, PURCHASER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR SELLER'S REPRESENTATIVES. PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, LATENT DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PURCHASER AGREES TO TAKE WHATEVER ACTION AND PERFORM WHATEVER INVESTIGATIONS AND STUDIES PURCHASER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION

OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OF, OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO, ANY HAZARDOUS AND/OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS AND THERE ARE NO ORAL OR WRITTEN AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY. FURTHER, PURCHASER HEREBY ACKNOWLEDGES TO SELLER THAT PURCHASER AND SELLER ARE NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE THE CLOSING AND SHALL NOT BE MERGED THEREIN.

Section 6.2 Purchaser's Representations and Warranties

Purchaser represents and warrants to Seller as of the Effective Date and as of the Closing as follows:

A. Organization and Authority. Purchaser is a home-rule municipality validly existing under the laws of the State of Texas. The execution and delivery of this Agreement by those executing this Agreement on Purchaser's behalf and Purchaser's performance of this Agreement has been duly authorized by Purchaser, and this Agreement is binding on Purchaser and enforceable against Purchaser in accordance with its terms. The execution of this Agreement and the consummation of the transaction contemplated herein will not violate any restriction, court order or agreement to which Purchaser is subject. If Purchaser assigns this Agreement to an allowed third party, such entity shall be duly organized, validly existing and in good standing under the laws of the State of Texas and have all the requisite power and authority to enter into, deliver and perform this Agreement.

B. Litigation. To Purchaser's knowledge, there is no pending or threatened litigation affecting Purchaser that would materially impact the transaction described in this Agreement. Purchaser shall promptly advise Seller of any litigation affecting Purchaser and its ability to consummate the transaction contemplated herein which is threatened or instituted after the Effective Date.

C. Patriot Act. To the extent applicable to Purchaser, Purchaser has complied in all material respects with the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, which comprises Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "Patriot Act") and the regulations promulgated thereunder, and the rules and regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), to the extent such laws are applicable to Purchaser. To the best of Purchaser's knowledge, Purchaser is not included on the List of Specially Designated Nationals and Blocked Persons maintained by the OFAC, or is a resident in, or organized or chartered under the laws of, (i) a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 311 or 312 of the Patriot Act as warranting special measures due to money laundering concerns or (ii) any foreign country that

has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur.

D. No Prohibitions. Neither Purchaser, nor any employee executing this Agreement on behalf of Purchaser is prohibited from (i) executing or delivering this Agreement; (ii) complying with the terms of this Agreement or (iii) consummating the transactions contemplated by this Agreement by any applicable governmental requirement, agreement, instrument, restriction, or by a judgment, order or decree of any governmental authority having jurisdiction over Purchaser.

Section 6.3 Knowledge

A. Seller's Knowledge. For purposes of this Agreement and any closing document, whenever the phrase "to Seller's actual knowledge," "to Seller's knowledge," "the knowledge of Seller," or "to the best of Seller's knowledge" or similar words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of Barrett Keith Brown, at the times indicated only, without independent inquiry, without any actual or implied duty of inquiry whatsoever and without imputation to such person of the knowledge of any other person. The named individuals are acting for and on behalf of Seller and in a capacity as an officer or representative of Seller and is in no manner expressly or impliedly making any representations or warranties in an individual capacity. Purchaser waives any right to sue or seek any personal judgment or claim against such individuals.

B. Purchaser's Knowledge. For purposes of this Agreement and any closing document, whenever the phrase "to Purchaser's actual knowledge," "to Purchaser's knowledge," "the knowledge of Purchaser," or "to the best of Purchaser's knowledge" or similar words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of Robby Hefton, at the times indicated only, without independent inquiry, without any actual or implied duty of inquiry whatsoever and without imputation to such person of the knowledge of any other person. The named individuals are acting for and on behalf of Purchaser and in a capacity as an officer or representative of Purchaser and is in no manner expressly or impliedly making any representations or warranties in an individual capacity. Seller waives any right to sue or seek any personal judgment or claim against such individuals.

Section 6.4 Remedies

If either party discovers prior to Closing that any of the other party's representations or warranties have been misrepresented or are inaccurate, such discovering party may notify the party with deficient representations and/or warranties in writing, and the deficient party may attempt to correct or remedy the misrepresentation or inaccuracy. If the misrepresentation or inaccuracy is not remedied prior to Closing, upon written notice to the deficient party, the discovering party may: (i) proceed to Closing without waiving any claim for breach of warranty or misrepresentation; (ii) delay Closing until ten (10) days after the misrepresentation or inaccuracy is remedied; or (iii) exercise any remedies available for default by the deficient party under this Agreement.

Section 6.5 Non-Conformance

Purchaser has or will independently investigate and verify to Purchaser's satisfaction the extent of any limitations or permitted uses of the Property. Purchaser acknowledges that the current use of the Property or any improvements located on the Property (or both) may not conform to applicable Federal, State or municipal laws, ordinances, codes or regulations. Zoning, permitted uses, height limitations, setback requirements, minimum parking requirements, limitations on coverage of improvements to total area of land, requirements of the Americans with Disabilities Act, wetlands restrictions and other matters may have a significant economic impact upon Purchaser's intended use of the Property. Purchaser is not relying upon any warranties or representations of Seller concerning the permitted uses of the Property or with respect to any nonconformance of the Property.

ARTICLE 7 CLOSING

Section 7.1 Closing Date

The Closing shall occur on or before the Closing Date. Seller shall deliver possession of the Property at Closing.

Section 7.2 Seller's Closing Documents

At the Closing, Seller shall deliver the following to Purchaser:

A. A duly executed Special Warranty Deed (the "Deed"), in the form attached hereto as **Exhibit "B"**, conveying the Property to Purchaser in fee simple according to the legal description prepared by the surveyor as shown on the Survey, subject only to the Permitted Exceptions;

B. The Title Policy issued by the underwriter for the Title Company pursuant to the Title Commitment, subject only to the Permitted Exceptions, in the full amount of the Purchase Price, dated as of the date of Closing, and with the survey exception deleted except as to "shortages in area;"

C. A FIRPTA certificate, duly executed and acknowledged by Seller;

D. Only if necessary, a Bill of Sale conveying all of Seller's right, title, and interest in the Personal Property, if any, to Purchaser free and clear of all restrictions, conditions, easements, liens, and other encumbrances, except the Permitted Exceptions;

E. A general assignment assigning to Purchaser all of Seller's interest in any Licenses and Permits;

F. An assignment to Purchaser of Seller's interest in any Leases;

G. Evidence of Seller's authority and capacity to close this transaction; and

H. All other documents reasonably required by the Title Company from Seller to close this transaction.

Section 7.3 Purchaser's Closing Documents

At the Closing, Purchaser shall deliver the following to Seller:

- A.** The Purchase Price;
- B.** Evidence of Purchaser's authority and capacity to close this transaction;
- C.** All other documents reasonably required by the Title Company from Purchaser to close this transaction.

Section 7.4 Closing Costs

Each party shall pay its respective costs associated with the Closing in accordance with Section 1.2 above.

Section 7.5 Ad Valorem Taxes

All state, county, and municipal taxes for the then current year relating to the Property shall be prorated as of the Closing Date and, in accordance with the provisions of Section 26.11 of the Texas Tax Code, the Title Company shall collect from Seller its portion of such taxes and remit the same to the appropriate taxing jurisdictions. This provision shall survive the Closing.

NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES. If for the current ad valorem tax year the taxable value of the Property that is the subject of this Agreement is determined by a special appraisal method that allows for appraisal of the Property at less than its market value, the person to whom the Property is transferred may not be allowed to qualify the Property for that special appraisal in a subsequent tax year and the Property may then be appraised at its full market value. In addition, the transfer of the Property or a subsequent change in the use of the Property may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the Property. The taxable value of the Property and the applicable method of appraisal is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

ARTICLE 8

CASUALTY LOSS; CONDEMNATION.

All risk of loss to the Property shall remain upon Seller prior to the Closing. If, prior to the Closing, any portion of the Property is damaged or destroyed by fire or other casualty, or subject to a condemnation or taking or the threat of a condemnation or taking, Purchaser may either terminate this Agreement by delivering a written termination notice to Seller or elect to close. If the transaction is to proceed to Closing, there shall be no reduction in the Purchase Price, but Seller shall assign to Purchaser all of Seller's right and interest in any insurance proceeds and/or condemnation awards, as applicable, plus an amount equal to any insurance deductible.

ARTICLE 9

DEFAULT

Section 9.1 Purchaser's Remedies

If Seller fails to perform its obligations under this Agreement for any reason except Purchaser's default, which continues for more than ten (10) days following delivery of written notice of such default from Purchaser to Seller, then Seller shall be in default and Purchaser may elect to (i) terminate this Agreement and receive the Earnest Money, or (ii) pursue the remedy of specific performance, as its sole and exclusive remedies.

Section 9.2 Seller's Remedies

If Purchaser fails to perform its obligations under this Agreement for any reason except Seller's default, which continues for more than ten (10) days following delivery of written notice of such default from Seller to Purchaser, then Purchaser shall be in default, and Seller may terminate this Agreement and receive the Earnest Money.

ARTICLE 10

REAL ESTATE COMMISSIONS

If and only if, as and when this transaction is closed, Seller shall pay a commission to Seller's Broker in an amount set forth in a separate agreement between Seller and Seller's Broker (the "Commission"). The Commission shall be payable at Closing, if, as and when Closing occurs and the transaction is funded. It is expressly understood, acknowledged and agreed that Seller's Broker's right to such Commission shall vest only upon the actual Closing and funding of this Agreement and no Commission shall be earned, due or owing in the event the purchase and sale transaction contemplated herein shall fail to close for any reason whatsoever including, but not limited to, the default of either Seller or Purchaser. In no event whatsoever shall any Seller's Broker be entitled to receive any portion of the Earnest Money. Each party hereto represents to the other that, except as set forth above with respect to Seller's Broker, it has not authorized any other broker or finder to act on its behalf in connection with the sale and purchase transaction contemplated hereby and that it has not dealt with any broker or finder purporting to act for any other party. Each party hereto agrees, to the extent permitted by law, to indemnify and hold harmless the other party from and against any and all liabilities, costs, damages and expenses of any kind or character arising from any claims for brokerage or finder's fees, commissions or other similar fees in connection with the transactions covered by this Agreement insofar as such claims shall be based upon alleged arrangements or agreements made by such party or on its behalf, which indemnity shall expressly survive any termination or Closing of this Agreement.

ARTICLE 11

MISCELLANEOUS PROVISIONS

Section 11.1 Notices

All notices and other communications required or permitted under this Agreement must be in writing and shall be deemed delivered on the earlier of: (i) actual receipt, if delivered in person or by messenger with evidence of delivery; (ii) the date and time of transmission if delivered by

email; or (iii) three (3) business days after deposit in the United States Mail as required below. Notices delivered by mail must be deposited with the U.S. Postal Service and sent by certified mail return receipt requested with postage prepaid, and properly addressed to the intended recipient at the address set forth below. Any party may change its address for notice purposes by delivering written notice of its new address to all other parties in the manner set forth above.

Section 11.2 Forms and Construction

This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Seller and Purchaser hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

Section 11.3 Attorney's Fees

The prevailing party in any legal proceeding brought in relation to this Agreement or transaction shall be entitled to recover from the non-prevailing party's court costs, reasonable attorneys' fees and all other reasonable litigation expenses.

Section 11.4 Assignment

Purchaser may not assign this Agreement without the prior written consent of Seller. Notwithstanding the foregoing, Purchaser may assign its rights under this Agreement to any affiliated entity which directly or indirectly controls, is controlled by or is under common control with Purchaser without the consent of Seller, on the condition that the assignee expressly assumes all of the obligations of Purchaser hereunder in a written agreement, and such written agreement is delivered to Seller prior to the Closing Date. This Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties.

Section 11.5 Integration

This Agreement contains the complete agreement between the parties with respect to the Property and cannot be varied except by written agreement of the parties hereto. The parties agree that there are no oral or signed agreements, understandings, representations or warranties made by the parties which are not expressly set forth herein.

Section 11.6 Survival

Any warranty, representation, covenant, condition or obligation contained in this Agreement not otherwise consummated at the Closing will survive the Closing of this transaction for a period of one (1) year.

Section 11.7 Binding Effect

This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective heirs, legal representatives, successors and assigns.

Section 11.8 Time for Performance

Time is of the essence under each provision of this Agreement. If any date of performance hereunder falls upon a Saturday, Sunday or recognized holiday, such date will be deemed moved forward to the next day which is not a Saturday, Sunday or recognized holiday.

Section 11.9 Business Day

The term “business day” shall mean days elapsed exclusive of Saturday, Sunday or recognized holidays.

Section 11.10 Governing Law

This Agreement shall be construed under and governed by the laws of the State of Texas, and unless otherwise provided herein, all obligations of the parties created under this Agreement are to be performed in the county where the Property is located.

Section 11.11 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal or unenforceable provision shall not affect any other provisions, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Agreement.

Section 11.12 Counterparts

This Agreement may be executed in a number of identical counterparts. Each counterpart is deemed an original and all counterparts shall, collectively, constitute one agreement. Executed documents transmitted electronically shall be considered originals.

Section 11.13 Gender; Number

Unless the context requires otherwise, all pronouns used in this Agreement shall be construed to include the other genders, whether used in the masculine, feminine or neuter gender. Words in the singular number shall be construed to include the plural, and words in the plural shall be construed to include the singular.

Section 11.14 Immunity

It is expressly understood and agreed that, in the execution and performance of this Agreement, Purchaser has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

Section 11.15 Further Assurances

The parties each agree that at any time, or from time to time, after the execution of this Agreement each party will, upon the request of the other party hereto, execute and deliver such further documents and do such further acts and things as such other party may reasonably request in order to effect fully the purposes of this Agreement

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

EXECUTED on the dates stated below, but to be **EFFECTIVE** on the Effective Date defined herein.

PURCHASER:

Date: _____

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager

SELLER:

Date: ☐ _____

Jacob Pelley, Ind. ex
Jacob Pelley, Ind. ex (Dec 1, 2021 17:07 CST)

BARRETT KEITH BROWN

TITLE COMPANY ACCEPTANCE

The Title Company acknowledges receipt of the executed Agreement and Earnest Money on _____, 20__, at _____(a.m./p.m.) and has accepted the Earnest Money subject to the terms and conditions set forth in this Agreement.

TITLE COMPANY:

REUNION TITLE COMPANY

By: _____
Name: _____
Title: _____

Reunion Title Company
Attn: Kathy Ruiz
1700 Redbud Blvd., Suite 300
McKinney, TX 75069

EXHIBIT "A"
LEGAL DESCRIPTION

G-0468 GOODE JOHN A-G0468, ACRES 39.95, GRAYSON COUNTY, TEXAS

EXHIBIT “A-1”
DEPICTION OF THE LAND



EXHIBIT "B"
FORM OF SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GRAYSON §

THAT BARRETT KEITH BROWN, an individual ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by the CITY OF SHERMAN, TEXAS, a home-rule municipality ("Grantee"), the receipt and sufficiency of which is hereby acknowledged by Grantor, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL AND CONVEY unto Grantee that certain real property more particularly described on Exhibit A attached hereto and incorporated herein (the "Land"), together with all and singular, the rights and appurtenances pertaining to the Land, including any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way, and including all of Grantor's rights to all oil, gas and other minerals in and under the Land, if any, together with any improvements, fixtures, and personal property situated on and attached to the Land (collectively, the "Property").

This conveyance is made and accepted subject to all those certain easements, covenants, restrictions and other matters more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference for all purposes, to the extent that same are valid and subsisting and affect the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the title to the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject only, however, to the Permitted Exceptions.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed to be effective as of the _____ day of _____, 2021.

GRANTOR:

BARRETT KEITH BROWN

STATE OF TEXAS §
 §
COUNTY OF SHERMAN §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared BARRETT KEITH BROWN, an individual.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 202__.

Notary Public in and for the State of Texas

My Commission Expires:

After Recording Return to:
Abernathy, Roeder, Boyd & Hullett, P.C.
1700 Redbud Boulevard, Suite 300
McKinney, Texas 75069
Attention: Ryan D. Pittman

EXHIBIT A
Legal Description of the Property

EXHIBIT B
The Permitted Exceptions





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 2.

Meeting Date: 12/06/2021

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6813

Authorizing Execution of an Agreement with Kara Massengale d/b/a Specs in the City under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program for Improvements to 100 N Travis Street

Issue:

An agreement with Kara Massengale d/b/a Specs in the City for a Building Restoration and Improvement Grant for improvements to a historically significant, Central Business District property at 100 N Travis Street

Background:

Following the October 31 fire at Kelly Square, City staff reached out to the impacted businesses to offer financial and other assistance. Staff proposes using the downtown facade grant to help impacted businesses reestablish. Staff further recommends suspending the program rules to allow for a 50% matching grant in lieu of the usual 25%. This is the first application received for the 2022 budget year.

Origination:

Assistant City Manager Clint Philpott

Financial Consideration:

A 50% match for improvements to 100 N Travis would total \$7,958.49. The grant budget for the current fiscal year is \$50,000.

Staff Recommendation:

Staff recommends suspending the rules of the grant program to allow a 50% matching grant for businesses impacted by the Kelly Square fire.

Alternatives:

As directed by Council

Attachments

Resolution No. 6813
Grant Application
Improvements Invoice

RESOLUTION NO. 6813

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH KARA MASSENGALE D/B/A SPECS IN THE CITY UNDER THE CITY OF SHERMAN'S CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 100 NORTH TRAVIS STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Kara Massengale d/b/a Specs in the City for improvements to 100 North Travis Street under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of December, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:**

**THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C**

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

FOR OFFICE USE ONLY (Entire Page)

	Staff Initials	Comments
Ownership Confirmed		
Property Taxes Paid in Full		
Work Order Search (Building)		
Fire Code Conformity		
Master Plan Conformity		
Zoning Conformity		
Building Regulations Conformity		
Copy of Deed Attached		
Copy of Mortgage Attached		
Proof of Historical Significance		
Architectural Renderings		
Elevation Renderings		



**CITY OF SHERMAN
CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM**

AGREEMENT

THIS AGREEMENT is made and entered into on this the _____ day of _____, 20____, by and between the City of Sherman, a municipal corporation of the State of Texas, hereinafter referred to as "City", and _____, hereinafter referred to as "Applicants."

WITNESSETH THAT, in consideration of the mutual promises and undertaking herein for the purpose of carrying out the restoration of a downtown property, thereby benefiting both the Applicants and the City;

THEREFORE, the Applicants and the City certify and agree to the terms and conditions as set forth below:

**I.
TERMS OF AGREEMENT**

1. **Ownership and Grant Program.** The Applicants represent and presented documentation that they are the owners of or tenants in good standing of a certain property located at _____ in the City of Sherman, Grayson County, Texas, hereinafter referred to as "Property," lying within an area where the City is conducting a Central Business District Historic Building Restoration and Improvement Grant Program as described in the Program's "Guidelines and Policies," a copy of which has been provided to the Applicants and is attached hereto as Exhibit "A" and made a part of this Agreement for all purposes, a copy of which has been provided to the Applicants.
2. **Property Description and Eligibility.** The Property is of commercial, retail, service, professional and/or office use, and Applicants' proposed improvements to the Property listed in the Central Business District Historic Building Restoration and Improvement Grant Program Application are eligible improvements as described in the Program's Guidelines and Policies. Applicants state that all of the information contained in the application is truthful and discloses sufficient information so as not to be misleading. The submitted application is attached hereto as Exhibit "B" and incorporated into this Agreement for all purposes.
3. **Compliance with Codes.** All improvements to be undertaken will be consistent with all applicable Zoning and Building Codes.
4. **City Approval for Work.** Only the work that is agreed to by the City and the Applicants, which will be outlined in a formal written notice to proceed to be provided to the Applicants by the City upon Application approval, will be eligible for reimbursement. Any changes to the project that are not approved by the City in writing will not be eligible for reimbursement. Any work that is

begun by the Applicants prior to receiving a written notice to proceed from the City will not be eligible for reimbursement.

5. **Rebate/Reimbursement.** The City will rebate a portion of the cost of eligible building improvements as described in the Program Guidelines. Reimbursement claims for all eligible expenses for completed improvements must be accompanied by the following supporting documents: applicable planning and building permits, canceled checks and paid invoices/receipts for eligible work.
6. **Lien.** Upon completion of the work, the City shall record a conditional lien on the property in the full amount of the City's monetary grant to Applicants and the Applicants consent to such lien. The lien shall remain in effect until the terms and conditions in Exhibit "A" have been fully complied with or the lien in favor of the City has been paid in full.
7. **Display of Sign.** After the work has been completed, Applicants shall display a sign or banner (provided by the City) indicating participation in the Central Business District Historic Building Restoration and Improvement Grant Program. The sign shall be displayed either on the exterior or in the front window of the building for a period of thirty (30) days.
8. **City Access to Building.** Applicants agree to allow the City or its agents access to buildings and improvements, when convenient for all parties, for inspection of the Central Business District Historic Building Restoration and Improvement Grant Program work.
9. **Work Payment and Personnel.** In accordance with the terms of this Agreement, the Applicants shall hire all personnel and pay for all labor, materials, tools, transportation, services, City licenses and permits necessary to perform or cause to have performed, and all work as specified in the Application. Applicants are aware of Labor Code Section 3700, which requires worker's compensation insurance or self insurance for employees.
10. **Time Period for Work.** Upon the signing of this Agreement, the Applicants shall have a period of ninety (90) days in which to take out a building permit. Work shall commence within sixty (60) days of the approval date of the building permit and be completed within twelve (12) months thereafter. Extensions, if warranted, may be granted at the discretion of the City. No change to work without the written consent of both the City and Applicants will be permitted.
11. **Notice and Compliance with Laws.** The Applicants shall give all notices required and comply with all applicable laws, ordinances and codes and shall, at their expense, secure and pay all said fees and charges for the performance of the work.
12. **No City Liability.** Applicants understand and agree that the City and their officers, agents, and employees, shall have no responsibility or liability of any failure or inadequacy of performance or defective workmanship or materials in regard to the agreed-upon improvements.
13. **Proper Use of Hotel/Motel Tax Revenues.** Applicants acknowledge that they are aware that the money being provided to them through this agreement comes from the City's Hotel/Motel Tax revenues; and Applicants further acknowledge and agree that they have independently determined that the project contemplated by this agreement and the submitted application complies with the State law regarding the use and application of such money, as set forth in the Texas Tax Code at Chapter 351, Section 351.101 and, in particular, that the project will enhance and promote tourism by attracting visitors from outside the City and the project will enhance the



**CITY OF SHERMAN
CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM**

Submission Requirements

It is strongly recommended that all Applicants carefully review the "City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program Guidelines and Policies" prior to completing an application.

It is also recommended that Applicants discuss their proposed improvements and any questions regarding the submission requirements with the Developmental Services Department and the City Manager's Office prior to completing the application form.

Please ensure that the following items have been included in your submission. Failure to provide the necessary documentation will delay the processing of your application.

Application Checklist:

- ☐ Copy of deed included
- ☐ Copy of mortgage (if applicable) included
- ☐ Description of proposed improvements – designs/drawings attached
- ☐ Pictures attached
- ☐ Estimate of costs/quotes or other details
- ☐ Signature of owner/authorized agent
- ☐ Application complete
- ☐ Are improvements in compliance with the City of Sherman Master Plan, Zoning Ordinance, Building Regulations, and other applicable laws?
- ☐ All material, pictures, drawings, newspaper articles, original deeds, etc. that will help identify the building as a historically significant structure through architectural design, building use or events that have taken place in or around it.
- ☐ Architectural and elevation renderings.



CITY OF SHERMAN
City Manager's Office
220 West Mulberry Street
Sherman, Texas 75090
Tele: (903) 892-7201 Fax: (903) 892-7355

FOR OFFICE USE ONLY	
File #	_____
Assessment Role Number	Assessed Property Value
_____	_____
Property Address	_____
_____	_____
Date Application Received	Date Application Completed
_____	_____

**CENTRAL BUSINESS DISTRICT HISTORIC
BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM**

Application

The information requested below will be used to process your application under the terms and conditions of the City of Sherman's Historic Building Restoration and Improvement Grant (Forgivable Loan) Program.

I. Applicant Information

1. Applicant(s) name: Kara Massengale
Mailing address: 100 N. TRAVIS ST. Ste C
City: Sherman State: Tx. Zip: 75090
2. Applicant's daytime telephone number: 963-744-3427
Cell # () _____ Facsimile # () _____
E-mail address: kara @ Specs in the city downtown. Com
3. Status of applicant (please check one)
☐ Property owner with vacant facility
☐ Property owner with tenant business
☐ Property owner/operator of existing business on property
☒ Property tenant with property owner consent
4. Owner of property is a/an (please check one)
☐ Individual
☐ Partnership (attach copy of Partnership Agreement)
☐ Corporation/profit (attach copy of Articles of Incorporation)
☐ Corporation/nonprofit (attach list of officers and directors)
☐ Trust (attach copy of Trust Agreement)
☐ Other
5. Length of ownership: _____
Date purchased: _____

recommended that Applicants discuss their proposed improvements and any questions regarding the submission requirements with the Developmental Services Department and the City Manager's Office prior to completing the application form.

Description: _____

☐ Designs Attached

☐ Before Picture(s) Attached

2. How many jobs will be **retained** once the project is completed? 2
2 Full-time positions _____ Part-time positions
3. How many **new positions** will result from this project? unknown
_____ Full-time positions _____ Part-time positions

IV. Work Estimates

Please attach two (2) independent contractor estimates for each component of the proposed improvement. Please note that grant/forgivable loan funding shall be based on the lowest bid. Eligible costs shall be the cost of materials, equipment, and contracted labor to complete eligible improvements. Professional fees such as architects, engineers, and solicitors are not eligible costs. Labor provided by the Applicant or tenant of the building is not an eligible cost.

1. Name/Company and Phone Number of Preferred Contractor:
Attabray Construction - 903-771-9779
Amount: ~~\$~~ 15,917.00
2. Name/Company and Phone Number of Second Contractor:
2020 millenium - 903-647-3714
Amount: 23,900.00
3. Additional Estimates/Comments: (Please attach additional quotes, as required)
The third company was non-responsive.
and never provided the quote.

II. Property Information

1. Address of property to be improved:
100 N. TRAVIS St Suite C
Sherman 75090
2. Legal description of subject property:
OTP Sherman Block 2 Lot 6
3. Tax Assessor Parcel Number(s):
161839
4. Year built: 1902 Square footage: 1000
5. Is this a National Register building? Yes ☐ No ☐ (check one) unknown
Is this a building of known historical significance? Yes ☐ No ☐ (check one) unknown
6. What are the current types of businesses occupying the building?
Boatique, Attorney offices, Opti
7. Name and phone number of tenant(s), if applicable: Spics in the City
903-819-8653
(Attach additional names/numbers, if needed)
8. Use of building after construction: Optical Shop
9. Number of parking spaces provided: 6 Proposed: _____ Total: _____
10. Current zoning: Down town Business District
11. Is a zoning amendment required? Yes ☐ No ☒ (check one)
12. Attach architectural and elevation renderings.

III. Project Description

1. Description of Proposed Improvements. Please provide a detailed description of your proposed improvements. Attach a copy of your architectural or design plans. Identify the materials to be used, such as the type of paint or stain (i.e., exterior latex, color, etc.). Include details of new signs or awnings, etc. Provide color photos of the subject property and those adjacent prior to and after the improvements are made.

Please note: Applicants should carefully review the "City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program Guidelines and Policies", and discuss all proposed improvements with the City of Sherman's Developmental Services Department prior to completing this application. It is also

historical restoration, rehabilitation, or preservation of a historic structure. Applicants further acknowledge and agree that, if the project is determined at any time not to comply with Chapter 351 of the Texas Tax Code, any and all money acquired from the City by Applicants for this project shall be immediately and fully reimbursed to the City.

II. GENERAL TERMS

Assignment of Agreement

No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

INDEMNIFICATION

Applicants shall indemnify, release, defend and hold City, their officers, employees and agents, harmless from all claims, losses, liabilities, damages, suits, actions or proceedings by any person including Applicants, their employees and agents from personal injury, death or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities completed hereunder by this indemnification shall not include the sole negligence or willful misconduct of City, their officers, employees or agents.

Successors and Assigns

City and Applicants each bind themselves, their partners, successors, assigns, and legal representatives to the other parties hereto, their partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement.

Severability and Conflict

Any provision or part of the Agreement held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and the Applicants, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Captions

Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Choice of Law: Venue

This Agreement, the entire relationship of the parties, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Texas, without giving effect to its choice of laws principles. This Agreement is wholly performable in Grayson County, Texas.

Exclusive venue for any litigation between the parties shall be brought in Grayson County, Texas, and shall be brought in the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas. The parties waive any challenge to personal jurisdiction or venue (including without limitation a challenge based on inconvenience) in Grayson County, Texas, and specifically consent to the jurisdiction of the State District Courts of Grayson County, Texas, or in the United States District Court for the Eastern District of Texas, Sherman Division.

Binding Authority

By their signatures below, the individuals represent that they have reviewed this Agreement with their attorney and that the individuals have the express authority to enter into this Agreement.

Entire Agreement

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of both the parties to be attached to and made a part of this Agreement.

IN WITNESS WHEREOF, City and the Applicants have signed this Agreement in duplicate. One counterpart each has been delivered to City and the Applicants. All portions of the Agreement have been signed or identified by City and the Applicants or on their behalf.

EXECUTED on this the _____ day of _____, 2____.

CITY OF SHERMAN, TEXAS:

APPLICANTS:

By: _____
Robby Hefton, City Manager

By: Specs in the City
Name: Kara Massengale
Address: 100N. TRAVIS ST. Ste C
Sherman, TX. 75090
Phone: 903-819-8653
903-744-3427

By: _____
Name: _____
Address: _____
Phone: _____

**APPROVED AS TO FORM
AND CONTENT:**

By: _____
Brandon S. Shelby,
City Attorney

4. Total estimated costs of your improvements: \$16,000
5. Estimated completion date for your improvements? December 15, 2021

V. Historic Significance

The City's Program for improving the historic buildings of downtown Sherman is being funded through the City's Hotel/Motel Tax revenues, which require that this money may be spent only on historic buildings that would tend to attract tourists. Many factors may indicate a building's historic significance such as age, architectural design, building use, events or significant people. Some of this may be proved through deeds, pictures, books, newspaper articles and the like. Attach to this application all matters that would prove your claim that this is a historic building.

VI. Signature of Owner/Authorized Agent – Affidavit or Sworn Declaration

I/We, _____, of the City of Sherman, County of Grayson, State of Texas, make oath and say (or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application in respect of the application is true.

I/We hereby authorize inspections of my/our property to be improved.

I/We acknowledge that any work carried out prior to written confirmation of grant approval may not be eligible.

I/We acknowledge receiving, understanding, and accepting the terms and conditions of the City of Sherman Central Business District Historic Building Restoration and Improvement Grant Program.

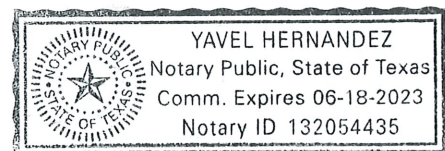
Sworn to (or declared before me), _____, a Notary Public in and for the State of Texas, on this the _____ day of _____, 20____.

Karamanyla
Applicant

Co-Applicant

Property Owner (if different from Applicant)

Yavel Hernandez
Notary Public, State of Texas
My Commission Expires: 06-18-2023



VII. Consent of the Owner to the Use and Disclosure of Personal Information

I/We, Kara Massengale,
am the owner of the land that is the subject of this Application and, for the purposes of the
Freedom of Information and Protection of Privacy Act, I/we authorize and consent to the use by
or the disclosure to any person or public body of any personal information that is collected under
the authority of the _____ for the purposes of processing this application.

11/30/2021
Date

Kara Massengale
Signature of Owner(s)

VIII. Authorization for Agent (complete only if Applicant is not the registered Owner)

I/We, _____,
the Owner(s) of the subject property, have reviewed and understand the guidelines and policies
for the City of Sherman Central Business District Historic Building Restoration and Improvement
Grant Program, including the requirement of a conditional property lien, and hereby authorize
_____ (Agent) to act on my/our behalf with respect to the
application.

Date

Signature of Owner(s)

Note: Information provided in this application will become part of a public record.

INVOICE

Kara MASSENGAIL
100 N TRAVIS ST STE C
SHERMAN, TEXAS 75090
(903) 744-3427

AttaBray Construction And Remodeling

Sherman, Texas 75090

Phone: +903-771-9779 903-819-7424

Email: attabrayconstruction@gmail.com

Payment Terms	Due upon receipt
Invoice #	000202
Date	11/29/2021
PO #	2005

Description	Total
Specks	\$14,208.49
FOOR INSTALLATION & FLOAT FLOOR OUT AND ALL PREP. \$5000.00 ALL ELECTRIC ISSUES. 2500.00 BUILD NEW WALL. 1500.00 CUT WALL DOWN TO DO THE CHAIR RAIL. 500.00 TAPE BED & TEXTURE. 800.00 PAINT. 1500.00 HANG OVER SIZE LIGHTING 700.00	
PADDING FOR FLOORING	\$662.62
SUPLIED BY CUSTOMER	
GOOSENECK LIGHTS	\$168.83
SUPLIED BY CUSTOMER	
KILZ PAINT	\$27.04
CHANDELIER LIGHT&LED LIGHTING	\$850.00

Subtotal	\$15,916.98
Total	\$15,916.98
Deposit Due	\$4,000.00

Notes:

CUSTOMER PAYED \$4000.00 NEW BALANCE OF \$11,916.98

AttaBray Construction and Remodel

Kara MASSENGAIL

Erick Rios
500 W. Woodard St Suite 3
Denison, Texas 75020
(903) 647-3714

Estimate

Submitted on 11/10/2021

Owner

Kara Massengale
Downtown Sherman, Tx



Description	Total price
Demo, trash and haul off	\$350.00
Build a 20ft wall. Tape, bed, texture & single door	\$2,700.00
Float 1000sqft. w/ self leveling compound	\$3,700.00
Install laminate flooring	\$1,800.00
Remove tin and trim and re-install	\$2,150.00
Paint 1000sqft x \$8/sqft.	\$8,000.00
Install new track lighting 4 rows over displays	\$5,200.00

* does not include permits

\$23,900.00

INVOICE

Kara MASSENGAIL
100 N TRAVIS ST STE C
SHERMAN, TEXAS 75090
(903) 744-3427

AttaBray Construction And Remodeling

Sherman, Texas 75090

Phone: +903-771-9779 903-819-7424

Email: attabrayconstruction@gmail.com

Payment Terms	Due upon receipt
Invoice #	000202
Date	11/29/2021
PO #	2005

Description

Total

Specks	\$14,208.49
FOOR INSTALLATION & FLOAT FLOOR OUT AND ALL PREP. \$5000.00 ALL ELECTRIC ISSUES. 2500.00 BUILD NEW WALL. 1500.00 CUT WALL DOWN TO DO THE CHAIR RAIL. 500.00 TAPE BED & TEXTURE. 800.00 PAINT. 1500.00 HANG OVER SIZE LIGHTING 700.00	
PADDING FOR FLOORING	\$662.62
SUPLIED BY CUSTOMER	
GOOSENECK LIGHTS	\$168.83
SUPLIED BY CUSTOMER	
KILZ PAINT	\$27.04
CHANDELIER LIGHT&LED LIGHTING	\$850.00

Subtotal	\$15,916.98
-----------------	--------------------

Total	\$15,916.98
--------------	--------------------

Payments Summary

11/30/2021 - Cash	\$4,000.00
Paid Total	\$4,000.00
Remaining Amount	\$11,916.98

Notes:

CUSTOMER PAYED \$4000.00 NEW BALANCE OF \$11,916.98

AttaBray Construction and Remodel

Kara MASSENGAIL



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 3.

Meeting Date: 12/06/2021

Prepared By: Zachary Flores, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6814

Authorizing Execution of an Interlocal Agreement between the City of Sherman and Grayson College in order to establish guidelines for the Texoma Regional Police Academy and the Cadets that the Sherman Police Department sends to the academy.

Issue:

Approving an Interlocal Agreement (ILA) between the City of Sherman and Grayson College in order to establish guidelines for the Texoma Regional Police Academy and the Cadets that the Sherman Police Department sends to the academy.

Background:

The Sherman Police Department utilizes the Texoma Regional Police Academy at Grayson College to conduct a variety of training to include sending cadets to the police academy. This is an integral part of the police departments hiring process. This agreement establishes guidelines and sets expectations for both parties in reference to the police academy.

Origination:

Chief Zachary Flores

Financial Consideration:

None

Staff Recommendation:

The staff recommends approval of this Interlocal Agreement.

Alternatives:

None are recommended.

Attachments

Resolution No. 6814

Interlocal Agreement

RESOLUTION NO. 6814

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND GRAYSON COLLEGE IN ORDER TO ESTABLISH GUIDELINES FOR THE TEXOMA REGIONAL POLICE ACADEMY AND THE CADETS THAT THE SHERMAN POLICE DEPARTMENT SENDS TO THE ACADEMY; 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, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Interlocal Agreement with Grayson College for qualified adults to complete their law enforcement training, as set forth below and in accordance with the terms and provisions of the Interlocal Agreement attached hereto and incorporated herein for all purposes:

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of December, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

**INTERLOCAL AGREEMENT
FOR LAW ENFORCEMENT BASIC PEACE OFFICER TRAINING
BETWEEN
GRAYSON COLLEGE
AND THE
CITY OF SHERMAN**

This agreement, made and entered into, by and between Grayson College, (referred to herein as the "College," the "College District," or "Grayson College"), and the City of Sherman (referred to herein as the "City"), evidences the following:

I. PURPOSE

Grayson College and the City of Sherman support and believe in a partnership that will provide opportunities for qualified adults to complete their law enforcement training locally. This partnership will in turn provide Sherman Police Department with the trained professionals it needs to achieve its mission and goals. Therefore, Grayson College agrees to provide college-level instruction in basic peace officer training that is compliant with Texas Commission on Law Enforcement standards.

II. LOCATION AND STUDENT COMPOSITION OF CLASSES

1. The majority of the class sessions will be held on the College's main campus. Some classes, such as firearms training and driving course, could be taught at an off-site location. It is the student's responsibility to have transportation to all classes.
2. The Law Enforcement Academy could be a combination of Sherman Police Department new employees, other law enforcement agency's new employees and open enrollment students.
3. Students must be registered for college credit by the official census date for the credit course; otherwise, the student will not be considered a credit student and will not be awarded college credit for the course.

III. FACULTY SELECTION, SUPERVISION, EVALUATION AND COMPENSATION

1. The College will select, supervise, and evaluate instructors for courses which result in the award of college credit. The College shall supervise and evaluate instructors of all courses using the same or comparable procedures used for similar faculty at the College.
2. All instructors must meet the requirements of the College and the minimal requirements as specified by the Southern Association of Colleges and Schools Commission on Colleges. All instructors must also meet the requirements of the Texas Commission on Law Enforcement (TCOLE) to teach within the Law Enforcement Academy. Meeting TCOLE standards will be determined by the Grayson College Law Enforcement Program

Director.

3. The City may provide on-duty officers and supervisors to teach certain portions of the academy with the following stipulations:
 - a. Each instructor will complete a background check with GC human resources department.
 - b. The Law Enforcement Program Director and Interim Director will select and approve all instructors within the academy and schedule classes as appropriate.
 - c. The Sherman Police Department will invoice the College \$30 for each instructional hour taught within the academy by an on-duty officer.
 - i. All invoice must be received by GC within 30 days of the end of each academy to insure they are paid within the same fiscal year.

IV. ELIGIBLE COURSES

1. This agreement only applies to specific credit courses that are a part of the Law Enforcement Academy Certificate. If the student decides to take additional workforce or academic courses, they will pay regular tuition and fees as set by the Grayson College Board of Trustees.

V. COURSE CURRICULUM, INSTRUCTION, AND GRADING

1. The College shall ensure that all courses taught within this agreement are equivalent with respect to the curriculum, materials, instruction, rigor, and method of student evaluation. These standards shall be upheld regardless of the student composition of the class.
2. Identified course outcomes/learning objectives must meet all college requirements.
3. The regular academic policies applicable to other credit courses will apply to the Law Enforcement Academy courses. These policies include an appeal process for disputed grades, drop policy, the communication of the grading policy to students, when the syllabus must be distributed, etc.

VI. TUITION, FEES AND REQUIRED MATERIALS

1. For students who are sponsored by the city service area, the College agrees to charge tuition and fees at the rates similar to an in-district student. In-district tuition and fees will be charged regardless of the student's residence status.
2. The City of Sherman agrees to pay for the cost of tuition, fees, textbooks, and required student supplies or to indicate to the College who is responsible for tuition, fees, textbooks, and required student supply items.
3. The College and the City agree that tuition and fees which are to be paid by the student are due and payable in full at the time of registration. If the City alone is to be responsible

for payment of a student's tuition and fees, the College agrees to bill the city immediately following registration. The city agrees to settle all account receivables with the College within 30 days of the billing date. Students whose tuition and fees are not paid by the official college census day of the class or who do not have a valid account receivable as of the official college census date will be dropped from the college roll and must be removed from the class.

VII. TERMS OF THE AGREEMENT

This agreement shall not become effective unless and until approved by the Grayson College Board of Trustees and the City of Sherman. If so approved, the Agreement shall be valid for 12 months from the date of last signature. This agreement will automatically renew each year unless either party expresses intent to terminate agreement.

If it is the intention of one party to terminate this agreement, the one party shall provide a one hundred twenty (120) day written notice to the other party of their intention to terminate this agreement.

The agreement may be amended or extended by written addendum to this agreement.

All notices and communications related to this agreement shall be addressed to the respective educational administrator.

Approved by the Grayson College Board of Trustees, executed by Grayson College, and signed by its President.

GRAYSON COLLEGE

By _____ Date _____
Dr. Jeremy P. McMillen, *President*

Approved by the City of Sherman, executed by Sherman City Council, and signed by its City Manager.

CITY OF SHERMAN

By: _____ Date _____
Mr. Robby Hefton, *City Manager*



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 4.

Meeting Date: 12/06/2021

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6815

Authorizing Execution of Amendment No. 1 to the Professional Services Agreement with Parkhill, Smith & Cooper, Inc, DBA Parkhill for the Water System Emergency Backup Power Project

Issue:

To consider an amendment to the professional services agreement with Parkhill, Smith & Cooper, Inc, DBA Parkhill for additional engineering services to design emergency backup power system for 1) the Water Treatment Plant, 2) the Raw Water Pump Station at Lake Texoma, and 3) Additional Switch Gear/Automatic Transfer Switch (SWGR/ATS).

Background:

Due to longer than expected timelines in acquiring North Texas Municipal Water District (NTMWD) and Army Corps of Engineers site for the Lake Texoma Pump Station (LTPS) site which appears will not happen until Summer 2022, it is recommended to split the Water Treatment Plant project from the LTPS projects. This amendment will be further accelerated if we move forward with the electrical portion at the WTP, called Switch Gear/Automatic Transfer Switch (SWGR/ATS). This amendment will increase the original engineering contract \$95,000.00.

Origination:

Engineering Department

Financial Consideration:

The fee increase for Amendment No.1 is \$95,000.00. The total Engineering Services fee will now be \$285,000.00. Funding will come from the Utility Improvement Fund budget for fiscal year 2021. The Utility Fund will be reimbursed with 2022 Open Market funds from Greater Texoma Utility Authority (GTUA).

Staff Recommendation:

It is recommended that Amendment No. 1 to the Professional Services Agreement with Parkhill, Smith & Cooper, Inc, DBA Parkhill for additional Engineering Services for the Water System Emergency Backup Power Project be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6815

Amendment No. 1

Original Agreement

Location Map

RESOLUTION NO. 6815

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC. DBA PARKHILL FOR THE WATER SYSTEM EMERGENCY BACKUP POWER PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute Amendment No.1 to the Professional Services Agreement with Parkhill, Smith & Cooper, Inc., DBA Parkhill for the Water System Emergency Backup Power Project, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of December, 2021.

CITY OF SHERMAN, TEXAS

**BY: _____
DAVID PLYLER, MAYOR**

ATTEST:

**BY: _____
LINDA ASHBY, CITY CLERK**

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

**BY: _____
RYAN D. PITTMAN, CITY ATTORNEY**

AMENDMENT NO. 1

TO THE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES BETWEEN THE CITY OF SHERMAN (OWNER) AND PARKHILL, SMITH & COOPER INC. (ENGINEER) FOR THE WATER SYSTEM EMERGENCY BACKUP POWER PROJECT

Dated April 5, 2021 ("Original Agreement")

This Amendment No. 1 serves to increase the original contract fees under the Original Agreement based on the following **additional** work to the project scope:

1. Task 1:

- a. Preliminary Analysis and Investigation
 - i. N/A – Included in Original Agreement
- b. Design and City Compliance
 - i. Separate design documents to include additional project sheets, secondary specification set and divide survey files to comply with all State and Federal regulations.
 - 1. Divide the Water Treatment Plant (WTP) from the Lake Texoma Pump Station (LTPS) into two separate bidding packages.
 - 2. Divide WTP into two separate bid packages to include
 - a. Switchgear (SWGR) and Automatic Transfer Switch (ATS)
 - i. Emergency Designation Procurement
 - b. Emergency Power Generator (EPG)
- c. Bidding Contract and Award
 - i. Division of design packages will require multiple bidding and contract award phases to include prebid and postbid meetings with recommendation of awards
 - 1. Divide WTP and LTPS into separate design and bid packages
 - 2. Divide WTP into two separate design bid packages to include
 - a. SWGR / ATS
 - b. EPG
- d. Construction Administration
 - i. Division in packages requires additional administration time in relation, but not limited to , project meetings, pay applications, and submittal review
 - 1. Divide WTP / LTPS into two separate design and bid packages
 - 2. Divide WTP into two separate design bid packages to include
 - a. SWGR/ATS
 - b. EPG

2. Task 2 – Site Survey

- a. Easement legal documents and **additional** survey at LTPS in conjunction with property coordination through United States Army Corps of Engineers

The contract amount under the Original Agreement shall be increased by a fee not to exceed the following amounts:

- | | |
|---|----------|
| 1. Task 1 – Engineering Design and Basic Services | |
| a. N/A - No Additional Fee | |
| b. Design and City Compliance | |
| i. Divide WTP/ LTP | \$30,000 |
| ii. SWGR/ATS & EPG | \$7,500 |
| c. Bidding and Contract Award | |
| i. Divide WTP /LTPS | \$12,500 |
| ii. N/A - No Additional Fee | |
| d. Construction Administration | |
| i. Divide WTP/WTPS | \$25,000 |
| ii. SWGR/ATS & EPG | \$12,500 |
| 2. Task 2 – Site Survey | |
| a. Site Survey | \$7,500 |

TOTAL FEE INCREASE (NOT TO EXCEED): **\$95,000**

ARTICLE III. TERM

1. Contract completion date shall be extended from December 31, 2021 until October 31, 2022.
 - a. Due to material shortages, along with continued coordination through the USACE and NTMWD, additional time will be required for project completion.

[Rest of page left intentionally blank]

This Amendment No. 1 shall be effective on the date it is executed by the last party to execute it. The OWNER and ENGINEER hereby agree to amend the Proposed Fees section of this Original Agreement to read as follows:

Proposed Fees

Engineer shall be compensated on the following lump sum basis. Additional Services shall be performed base on the attached 2019 rate schedule.

1. Task 1 – Engineering Design and Basic Services
 - a. Preliminary Analysis and Investigation.....\$18,000
 - b. Design and City Compliance\$147,500
 - c. Bidding and Contract Award\$25,000
 - d. Construction Administration.....\$70,000
2. Task 2 – Site Survey
 - a. Site Survey\$24,500

CONTRACT TOTAL (NOT TO EXCEED):\$285,000

The parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Original Agreement and acknowledge and agree that the Original Agreement remains in full force and effect, except as amended in this Amendment No. 1. To the extent that any provision contained herein conflicts with the Original Agreement, the provision contained herein shall supersede such conflicting provision contained in the Original Agreement. This Amendment No. 1 and the Original Agreement contain the entire agreement of the parties with respect to the matters contained herein. This Amendment No. 1 may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

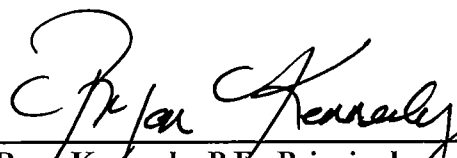
[Rest of page left intentionally blank]

EXECUTED in three (3) counterparts (each of which is an original) on behalf of ENGINEER shown below, and on behalf of the OWNER by its City Manager (thereunto duly authorized) this _____ day of _____, 2021.

OWNER:
CITY OF SHERMAN, TEXAS

ENGINEER:
PARKHILL

Robby Hefton, City Manager



Ryan Kennerly, P.E., Principal

ATTEST:

ATTEST:

Linda Ashby
City Clerk

APPROVAL RECOMMENDED:

Wayne E. Lee, P.E., CFM / Director Engineering

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

BY: _____

NAME: _____
CITY ATTORNEY

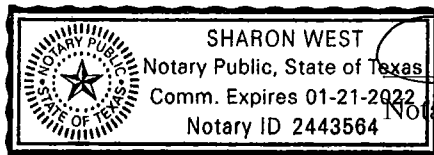
CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS§

COUNTY OF Tarrant§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Ryan Kennerly of Parkhill known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Parkhill, a corporation, that (s)he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of November, A.D. 2021.



Sharon West
Notary Public In and For Tarrant County, Texas

My Commission Expires:

1-21-2022

Professional Services/Consultant Agreement

ENGINEERING SERVICES AGREEMENT

This AGREEMENT or CONTRACT is made and entered into this 5th day of April 2021, by and between the City of Sherman, Texas hereinafter also called the OWNER or City, and Parkhill, Smith & Cooper, Inc, DBA Parkhill hereinafter called the ENGINEER or Consultant. On consideration of the mutual agreements herein and subject to the following terms and conditions, the parties mutually agree as follows:

ARTICLE I. SERVICES TO BE PROVIDED

ENGINEER agrees to furnish professional engineering services in accordance with the terms and conditions of this AGREEMENT (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

ENGINEER shall conduct professional engineering services generally described as follows:

City of Sherman – Water System Emergency Backup Power Project

ARTICLE II. SCOPE OF WORK

During the term of this AGREEMENT, ENGINEER shall perform at the request and satisfaction of the Engineering Department of the City of Sherman, the stated services and the indicated fee schedule attached as **EXHIBIT A**.

ARTICLE III. TERM

The contract term shall commence on the date of this AGREEMENT and be completed by December 31, 2021. The contract term may be extended by mutual AGREEMENT of the parties.

ARTICLE IV. PROJECT INITIATION

Prior to the OWNER issuing a work order to proceed with any assessments, surveys, or other related work, ENGINEER shall provide OWNER with a written proposal detailing the scope of services and providing a fee estimate for proposed work. Said costs are to be based on the attached fee schedule. Final cost, excluding an approved change order, may not exceed the cost estimate by more than 10 percent without written approval of the OWNER.

ARTICLE V. FEES

Fees for services performed under this AGREEMENT shall be based on an hourly rate for personnel, equipment, and related services as detailed on the fee schedule attached as **EXHIBIT A** to this AGREEMENT. Subcontract services such as consulting with other engineers, as well as other services not specifically listed on the fee schedule, will be performed by subconsultants who operate under a subcontract agreement with ENGINEER. Fees shall be payable from the currently available funds. In the event funds are not available, ENGINEER shall not be obligated to perform the work.

ARTICLE VI. PAYMENT TERMS

ENGINEER will invoice OWNER for work performed on a monthly basis. In the case of short duration projects, invoicing will be upon project completion, with the invoice issued upon delivery of appropriate proposals or documents. Alternative invoicing methods may be acceptable provided they are agreed to prior to the work being undertaken.

ARTICLE VII. INSURANCE

Prior to the commencement of services under this AGREEMENT, ENGINEER shall obtain standard comprehensive professional liability insurance coverage in an amount of at least \$1,000,000.00 per claim with a \$2,000,000.00 aggregate policy limit per year, covering the services provided under this AGREEMENT. A "claims made" policy is acceptable subject to coverage being maintained during the course of the PROJECT and up to two (2) years after completion and acceptance of PROJECT by the City. ENGINEER shall maintain such coverage during all phases of engineering services and for two (2) years after substantial completion of the PROJECT. The OWNER shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, to the OWNER by certified mail.

ENGINEER will maintain general insurance coverage as follows:

- A. Worker's Compensation Insurance – Statutory as required by the Texas Labor Code.
- B. Employer's Liability Insurance - \$100,000 per accident; \$300,000 per disease; \$100,000 occupational disease per employee.
- C. Commercial General Liability Insurance - \$2,000,000 per occurrence; \$2,000,000 aggregate policy limit applies per project.
- D. Automobile Liability Insurance - \$1,000,000 CSL
- E. Professional Liability - \$1,000,000 per occurrence; \$2,000,000 aggregate policy limit. A "claims made" policy is acceptable subject to coverage being maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City.

ENGINEER shall maintain such coverage during all phases of engineering services and for two (2) years after substantial completion of the PROJECT. The OWNER shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, to the OWNER by certified mail.

The OWNER, City of Sherman, including its officers, officials, employees, Boards and Commissions, and volunteers shall be named as an additional insured by endorsement to the general insurance coverage listed in this AGREEMENT, excluding Workers' Compensation, Employers' Liability, and Professional Liability (for which a waiver of subrogation is required to be issued in favor of the OWNER), with regard to the ENGINEER'S activities as required by this CONTRACT. The coverage shall contain no

special limitations on the scope of protection afforded to the OWNER, and all premiums arising from the coverage herein shall be the responsibility of the ENGINEER.

ARTICLE VIII. INDEMNIFICATION

The ENGINEER shall hold harmless and indemnify the OWNER from all claims and liability for damage arising out of or in connection with this CONTRACT to the extent that the damage is caused by or results from failure by the ENGINEER or the ENGINEER'S agent, consultant under contract, or another entity over which the ENGINEER exercises control to perform services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer, or that results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the ENGINEER or the ENGINEER'S agent, consultant under contract, or another entity over which the ENGINEER exercises control. The ENGINEER shall also save harmless the OWNER from any and all expenses, including attorney fees which might be incurred by the OWNER in litigation or otherwise resisting said claim or liabilities, which might be imposed on the OWNER as the result of such negligent acts or omissions by the ENGINEER in proportion to the ENGINEER'S liability.

ENGINEER further agrees that during the course and scope of this AGREEMENT, except with OWNER'S knowledge and consent, ENGINEER shall not represent any third party against the OWNER in any claim, litigation, or other matter, or be retained to act as an expert witness for any third party in any claim, litigation, or any other matter that is, or may be, adversarial to the OWNER, as determined by the OWNER.

Acceptance by the OWNER of the ENGINEER'S work shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, subcontractors, agents, or consultants for the accuracy and competency of ENGINEER'S work; nor shall such acceptance be deemed to be an assumption of such responsibility by the OWNER for any defect, error, or omission in the ENGINEER'S work, its employees, subcontractors, agents, and consultants. ENGINEER, shall without additional costs or fee, correct or revise any errors or deficiencies in his performance.

The parties hereby acknowledge and agree that OWNER is entering into this AGREEMENT pursuant to its governmental functions and that nothing contained in the AGREEMENT shall be construed as constituting a waiver of the OWNER'S governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this AGREEMENT is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the OWNER'S immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this AGREEMENT is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code ("CPRC"), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

ARTICLE IX. COMPLIANCE WITH LAWS

The ENGINEER, its consultants, agents, employees and subcontractors shall comply with all applicable Federal and State laws, charter and ordinances of the City of Sherman, as amended, and all other applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. ENGINEER shall complete only the professional engineering services as required in the performance of the services contracted for herein.

ARTICLE X. OWNER'S RIGHTS AND OWNERSHIP OR DOCUMENTS

All ENGINEER'S designs and work products under this AGREEMENT including, but not limited to, tracings, drawings, plans, specifications, studies and other documents completed or partially completed, shall be the property of the City, to be used as the City desires, without restriction. ENGINEER specifically waives and releases any proprietary rights or ownership claims herein.

ARTICLE XI. SUCCESSORS AND ASSIGNS

The City and the ENGINEER each bind himself, his partners, successors, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this AGREEMENT. The ENGINEER shall not assign, sublet or transfer its interest in this AGREEMENT without the written consent of the City.

ARTICLE XII. PROVISION FOR TERMINATION/INTERRUPTION

The City may terminate or suspend the ENGINEER'S services under this AGREEMENT at any time upon paying all sums due the ENGINEER for work to time of termination and after giving the ENGINEER seven (7) calendar days prior written notice by certified mail, stating the reason for such termination or suspension.

In the event of termination or abandonment of the ENGINEER'S services under this AGREEMENT, payment shall be made to the ENGINEER for all services performed to the date of same.

Upon payment in the event of termination or abandonment, all documents prepared by the ENGINEER shall become the property of the City.

If this AGREEMENT is terminated because of material breach of this AGREEMENT by the ENGINEER, the City may have the remaining work and services to be performed by the ENGINEER performed by another engineer, and the ENGINEER shall be liable to the City for any excess costs accrued by the City thereof.

ARTICLE XIII. CONFIDENTIALITY

ENGINEER will maintain as confidential any documents or information provided by OWNER and will not release or publish same to any third party without prior permission from OWNER, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to OWNER.

ARTICLE XIV. GOVERNING LAW

This AGREEMENT shall be governed in all respects by the laws of the State of Texas. Venue for this AGREEMENT shall be exclusively in Grayson County, Texas.

ARTICLE XV. SURVIVAL

All provisions of this AGREEMENT for indemnity or allocation of responsibility or liability between OWNER and ENGINEER shall survive the completion of the services and the termination of the AGREEMENT.

ARTICLE XVI. SEVERABILITY

In the event that any provision of the AGREEMENT is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

ARTICLE XVII. ENGINEERS SEAL

The ENGINEER shall place a Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished by ENGINEER to the Owner.

ARTICLE XVIII. PUBLIC FUNDING

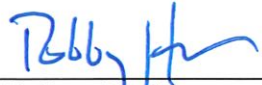
This Contract is subject to the appropriation of public funds by the City in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Contract for that fiscal year. The obligation of the City pursuant to this Contract in any fiscal year for which this Contract is in effect shall constitute a current expense of the City for that fiscal year only, and shall not constitute an indebtedness of the City of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Contract, this Contract may be terminated without any liability to either party.

**ARTICLE XIX.
EXTENT OF AGREEMENT**

This AGREEMENT represents the entire and integrated AGREEMENT between the City and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral.

EXECUTED in three (3) counterparts (each of which is an original) on behalf of ENGINEER shown below, and on behalf of the OWNER this 7th day of April, 2021.

OWNER:
CITY OF SHERMAN, TEXAS


Robby Hefton, City Manager

ATTEST:

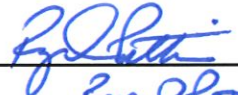


ENGINEER:
PARKHILL


Ryan Kennerly, Principal

ATTEST:

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

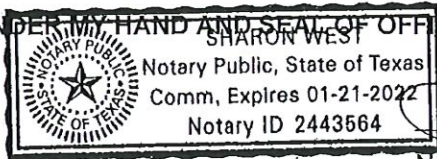
BY: 
NAME: 
CITY ATTORNEY

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Tarrant

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Ryan Kennerly of Parkhill known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Parkhill, a corporation, that (s)he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29 day of March, A.D. 2021.



Sharon West
Notary Public In and For Tarrant County, Texas

My Commission Expires:

1-21-2022

EXHIBIT A
SCOPE OF SERVICES, FEE, AND RATE SCHEDULE



March 29, 2021

Tom Pruitt, PE
Utility Engineer
220 W Mulberry St
Sherman, TX 75091

Re: Emergency Power Generation – ROWTP & LTPS

Dear Mr. Pruitt:

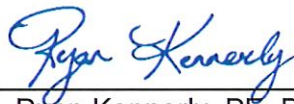
Parkhill, Smith & Cooper, Inc. (Parkhill) is pleased to provide this proposal to deliver professional services under our engineering, survey and construction administration teams. These tasks are related to the design and construction efforts at two City facilities (RO Water Treatment Plant & Lake Texoma Pump Station) in order to maintain adequate supply and treatment of the potable water system should primary power be disrupted for any reason.

Please see Exhibit A, attached, for a proposed scope of service to be accomplished, along with associated cost. For reference, Parkhill's rate schedule for the current calendar year has also been included.

Thank you for the opportunity to provide our services on this project. We trust the letter is responsive to your request, and we look forward to your approval. Should you have any questions, please do not hesitate to call me at 817.633.0434 or 806.441.1602. I may also be reached by email at rkennerly@parkhill.com

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By 
Ryan Kennerly, PE, DBIA
Principal

RSK

Enclosures

cc: Clint Philpott – City of Sherman
Wayne Lee – City of Sherman
Jim Cross – City of Sherman
Oscar Canales – City of Sherman
Marcy Trujillo - Parkhill

EXHIBIT A

Professional Engineering Scope of Services Emergency Power Generation – ROWTP & LTPS

PROJECT DESCRIPTION

The project generally includes the addition of two new generators and associated electrical feeds, gas and/or diesel supply, automatic transfer switches and concrete support structures.

PROFESSIONAL SERVICES

The following items have been identified as necessary components for delivery of a complete and effective project. Parkhill will perform preliminary analysis of the system to include any required site investigations, verify topographic and site survey components, develop plan and specifications documents, and coordinate bid phase along with construction administration services. *Please note that services do not include SCADA, HMI and/or PLC programming*

Task 1 – Engineering Design and Basic Services:

a. Preliminary Analysis and Investigation:

- Scope development & contract execution
- Site investigation & data collection
- Review of existing as-built documents
- City kick-off and team introductions
- Coordination with local energy providers & inspectors
- Review and suggest grant and/or loan forgiveness opportunities.
- Coordination with NTMWD @ LTPS

b. Design and City Compliance:

- 60% design documents (plans & specifications) / QA/QC review
- City review and comment period
- Manufacturer coordination on material lead times
- 90% design documents (plans & specifications) / QA/QC review
- City review and comment period
- Internal constructability review (Internal)
- Finalize bid documents and submit w/ OPCC

c. Bidding and Contract Award:

- Develop & publish project advertisement
- Furnish bid documents to perspective contractors
- Schedule and attend pre-bid conference
- Prepare and issue addenda, as applicable
- Schedule and attend bid opening
- Proposal evaluation and recommendation

d. Construction Administration:

- Schedule and attend pre-construction conference
- Submittal review and approval
- Attend factory testing, as applicable, prior to shipment
- Facilitate monthly construction progress meetings
- Monthly site inspection (maximum of six)
- Preparation of change orders, as applicable
- Prepare applications for payment
- Conformed to construction (as-built) document submittal

Task 2 – Site Survey:

- Topographic and site survey along project limits
- Derive same control, as applicable to existing City files
- Establish control monuments and benchmarks throughout project limits
- Easement description and exhibit development along project limits

OWNER'S SERVICES

- Coordination of site visits at appropriate times throughout the project
- Coordination with utility providers and assistance with any easement procurement
- Design documents review at 60% & 90%
- Facilitate meeting site for project related conferences
- Process engineering and construction pay-application requests

SCHEDULE

Engineering design and basic services will initiate after notification from the Owner and are estimated to conclude no later than December 31st, 2021, or as generator lead times and contractor install will allow, whichever is later.

METHOD OF PAYMENT

Owner shall deliver compensation on an hourly rate basis in accordance with the fee summary below. Invoices shall be submitted monthly by the engineer, in a format acceptable to the owner, based upon the percentage of work completed to date. The engineer shall not exceed the stated fee without prior written consent from the Owner.

1a – Preliminary Analysis and Investigation.....	\$18,000
1b – Design and City Compliance.....	\$110,000
1c – Bidding & Contract Award.....	\$12,500
1d – Construction Administration.....	\$32,500
2 – Site Survey.....	\$17,000

Estimated Hourly Rate, NTE Fee: **\$190,000**

***SPECIAL SERVICES**

Services shall be authorized in writing by the Owner, as needed. Basis of payment is to be determined at the time of authorization. The following are examples and are not intended to be all-inclusive of types of special services which may be required.

- *Architectural improvements to electrical control structures*
- *Funding Agency Form Submission and Application Coordination*
- *Construction Oversight and/or Resident Project Representation*
- *Remote Automation (SCADA), HMI or PLC Design and/or Programming*
- *Bond Counsel*
- *Financial Advisor*
- *Subsurface Utility Engineering (SUE)*
- *Geotechnical Investigation*
- *Construction Materials Testing*

PARKHILL 2021 RATE SCHEDULE

Parkhill

Hourly Rate Schedule

January 1, 2021 through December 31, 2021

Client: City of Sherman

Project: Emergency Power Generation

Agreement Date: TBD

Location: Sherman, TX

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$64.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
SUPPORT STAFF II	\$76.00	Architect	\$160.00	Architect	\$265.00
SUPPORT STAFF III	\$104.00	Civil Engineer	\$189.00	Civil Engineer	\$286.00
SUPPORT STAFF IV	\$111.00	Electrical Engineer	\$183.00	Electrical Engineer	\$297.00
SUPPORT STAFF V	\$123.00	Interior Designer	\$144.00	Interior Designer	\$229.00
SUPPORT STAFF VI	\$133.00	Landscape Architect	\$155.00	Landscape Architect	\$247.00
PROFESSIONAL LEVEL I		Mechanical Engineer	\$183.00	Mechanical Engineer	\$297.00
Architect	\$131.00	Structural Engineer	\$181.00	Structural Engineer	\$273.00
Civil Engineer	\$136.00	Surveyor III	\$128.00	Professional Surveyor VI	\$208.00
Electrical Engineer	\$139.00	Other Professional	\$141.00	Other Professional	\$225.00
Interior Designer	\$124.00	PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Landscape Architect	\$124.00	Architect	\$197.00	Architect	\$341.00
Mechanical Engineer	\$136.00	Civil Engineer	\$220.00	Civil Engineer	\$341.00
Structural Engineer	\$130.00	Electrical Engineer	\$215.00	Electrical Engineer	\$341.00
Surveyor I	\$99.00	Interior Designer	\$156.00	Interior Designer	\$257.00
Other Professional	\$122.00	Landscape Architect	\$168.00	Landscape Architect	\$341.00
PROFESSIONAL LEVEL II		Mechanical Engineer	\$215.00	Mechanical Engineer	\$341.00
Architect	\$141.00	Structural Engineer	\$210.00	Structural Engineer	\$341.00
Civil Engineer	\$152.00	Surveyor IV	\$147.00	Professional Surveyor VII	\$231.00
Electrical Engineer	\$156.00	Other Professional	\$167.00	Other Professional	\$341.00
Interior Designer	\$131.00	PROFESSIONAL LEVEL V			
Landscape Architect	\$131.00	Architect	\$238.00		
Mechanical Engineer	\$156.00	Civil Engineer	\$265.00		
Structural Engineer	\$147.00	Electrical Engineer	\$263.00		
Surveyor II	\$110.00	Interior Designer	\$189.00		
Other Professional	\$129.00	Landscape Architect	\$207.00		
		Mechanical Engineer	\$263.00		
		Structural Engineer	\$253.00		
		Professional Surveyor V	\$174.00		
		Other Professional	\$185.00		

Expenses: Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 15 percent for items such as:

1. Maps, photographs, postage, phone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job-specific fees, insurance, permits, and licenses applicable to work services.
5. Mileage at IRS-approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one-and-a-half times these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.

Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2021 through December 31, 2021. After December 31, 2021, invoices will reflect the Schedule of Charges currently in effect.



GeoEye, Maxar, Microsoft, Esri ©
Wildlife, BuildingFootprintUSA, Esri

Sherman
CLASSIC TOWN. BROAD HORIZON.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 5.

Meeting Date: 12/06/2021

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6816

Approving the Greater Texoma Utility Authority's Intention to Contract with North Texas Municipal Water District (NTMWD) for the Cost Share Agreement for Lake Texoma Pump Station 2019 Electrical Improvements Project No. 01-0530-19

Issue:

Approving the intention of the Greater Texoma Utility Authority (GTUA) to administer an agreement for the Cost Share Agreement for Lake Texoma Pump Station 2019 Electrical Improvements Project No. 101-0530-19

Background:

The Lake Texoma Pump Station (LTPS) was built in the mid 1980's. Construction of the pump station and a 72" water main was a joint venture between NTMWD and the GTUA to provide raw surface water to the City of Sherman and the Panda Power Plant. That project was a 20% cost share that still exists today. Studies performed by NTMWD's engineer, CDM Smith, recommend improvements to meet current and future needs of this pump station.

Origination:

Engineering Department

Financial Consideration:

The City of Sherman's cost share will be 20% of these improvements in the amount of \$3,466,325.00. If the project qualifies, grant funding from the State and Local Fiscal Recovery Funds will be used. Alternate funding is through GTUA.

Staff Recommendation:

It is recommended that the City Council approve GTUA's intention to contract with North Texas Municipal District for the Cost Share Agreement for Lake Texoma Pump Station 2019 Electrical Improvements Project No. 101-0530-19

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6816

Cost Share Agreement

Location Map

RESOLUTION NO. 6816

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH NORTH TEXAS MUNICIPAL WATER DISTRICT FOR THE COST SHARE AGREEMENT FOR LAKE TEXOMA PUMP STATION 2019 ELECTRICAL IMPROVEMENTS PROJECT NO. 101-0530-19; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City of Sherman hereby approves the Greater Texoma Utility Authority's intention to enter into a contract with North Texas Municipal Water District in the total amount of Three Million, Four Hundred Sixty-Six Thousand, Three Hundred Twenty-Five Dollars and Zero Cents (\$3,466,325.00) for the Cost Share Agreement for Lake Texoma Pump Station 2019 Electrical Improvements Project No. 101-0530-19.

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, TX on this the 6th day of December, 2021.

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**

**COST SHARE AGREEMENT
FOR LAKE TEXOMA PUMP STATION
2019 ELECTRICAL IMPROVEMENTS
PROJECT NO. 101-0530-19**

This Cost Share Agreement for the Lake Texoma Pump Station 2019 Electrical Improvements (the "*Agreement*") is made this 16th day of December, 2021, (the "*Effective Date*") by and between North Texas Municipal Water District, a conservation and reclamation district created pursuant to Article XVI, Section 59, of the Texas Constitution ("*NTMWD*") and Greater Texoma Utility Authority, a conservation and reclamation district created pursuant to Article XVI, Section 59, of the Texas Constitution ("*GTUA*"). NTMWD and GTUA may be collectively referred to herein as the "*Parties*".

RECITALS

WHEREAS, NTMWD and GTUA entered into that certain *Contractual Agreement - Texoma Water Diversion* dated October 31, 1985 (the "*Water Diversion Contract*") which, among other things, contemplated the construction of certain intake pump facilities for raw water intake and distribution from Lake Texoma ("*Joint Facilities*"); and

WHEREAS, the Water Diversion Contract contemplated that the Parties would enter into separate agreements to share the costs of future improvements related to the Texoma Water Intake Facilities; and

WHEREAS, in February 2019, with GTUA's consent, NTMWD executed an engineering services agreement for the Lake Texoma Pump Station 2019 Electrical Improvements, Project No. 101-0530-19 to evaluate the current hydraulic and electrical systems at the pump station site, identify system constraints and provide recommendations to improve pumping capacity and reliability of the electrical system; and

WHEREAS, in association with the Lake Texoma Pump Station 2019 Electrical Improvements, Project No. 101-0530-19, the Parties have agreed to expand the electrical capacity of the Oncor substation facility adjacent to the pump station from 7.5 mVA to 28 mVA ("*Oncor Substation Improvements*"), install all necessary outdoor gear to reduce planned 12.5 kV substation voltage down to 5 kV pump station voltage, and replace the original switchgear and motor control center with new gear (collectively, the "*Pump Station Improvements*"); and

WHEREAS, the Parties desire to memorialize their agreement as to the sharing of the costs of construction of the "*Oncor Substation Improvements*" and "*Pump Station Improvements*".

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Oncor Substation Improvements.** NTMWD shall have sole discretion in and responsibility for the planning, construction, and installation of the “*Oncor Substation Improvements*”.
2. **Pump Station Electrical Improvements.** The “*Pump Station Improvements*” shall be constructed by the NTMWD as designed by an engineer selected by NTMWD. All engineering contracts and construction contracts shall be awarded, supervised, and controlled by the NTMWD. An advisory Texoma Task Force, composed of three members, one appointed by the GTUA General Manager and two appointed by the NTMWD, shall oversee the project.
3. **Costs of Construction.** Attached hereto as Exhibit A is a summary of the estimated engineering, construction, and miscellaneous costs associated with the construction of the Oncor Substation Improvements and Pump Station Improvements. GTUA hereby agrees to pay 20% of the Total Project Costs in the amount of \$3,466,325 (the “*GTUA Share*”) and NTMWD agrees to pay 80% of the Total Project Costs in the amount of \$13,865,302 (the “*NTMWD Share*”). The Total Project Costs are estimates only and each party agrees to pay their respective percentage share of the final total costs related to the Oncor Substation Improvements and the Pump Station Improvements.
4. **Payment of GTUA Share for the “Oncor Substation Improvements”.** GTUA shall pay 50% of the estimated GTUA Share for the Oncor Substation Improvements project to NTMWD at the NTMWD address listed below under Section 8 Addresses for Notice not later than 30 days after the Effective Date of this Agreement. The remainder of costs associated with the GTUA Share shall be paid within thirty (30) days of completion of construction and installation of the “*Oncor Substation Improvements*” upon written notice from the District. The Texoma Task Force shall receive monthly updates on this project.
5. **Payment of GTUA Share for the “Pump Station Improvements” Design Fees.** GTUA shall pay 100% of the estimated GTUA Share for design fees for the Pump Station Improvements Project to NTMWD at the NTMWD address listed below under Section 8 Addresses for Notice not later than thirty (30) days after NTMWD award of the engineering services agreement upon written notice from the District. The Texoma Task Force shall have the opportunity to review the Engineering Services agreement prior to execution.
6. **Payment of GTUA Share for the “Pump Station Improvements” Construction Cost.** GTUA shall pay 100% of the GTUA Share to NTMWD at the NTMWD address listed below under Section 8 Addresses for Notice within thirty (30) days of completion of construction and installation of the “*Pump Station Improvements*” upon written notice from the District.
7. **Operation and Maintenance.** Operation and maintenance of the Pump Station Improvements shall continue to be performed in accordance with that certain *Operation*

and Maintenance Agreement between the Parties, dated July 19, 1993, including any amendments thereto.

8 **Addresses for Notice:**

NTMWD:
Attn: Executive Director
North Texas Municipal Water District
P.O. Box 2408
Wylie, Texas 75098
Phone: (972) 442-5405

GTUA:
Attn: General Manager
Greater Texoma Utility Authority
5100 Airport Road
Denison, TX 75020
Phone: (903) 786-4433

9. **No Third-Party Beneficiaries.** NTMWD and GTUA are entering into this Agreement solely for the benefit of themselves and agree that nothing in this Agreement shall be construed to confer any right, privilege or benefit on any person or entity other than the Parties.
10. **No Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate owner, and no Party shall have the right to act as an agent for another Party, unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.
11. **Entire Agreement: Amendments: Captions.** This Agreement, along with the Water Diversion Contract, contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior or contemporaneous agreements or understandings, verbal or written, between the parties hereto respecting such matters. This Agreement may be amended by written agreement of amendment executed by both parties thereto, but not otherwise. Section headings shall not be used in construing this Agreement.
12. **Attorneys' Fees.** In the event any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising out of, this Agreement, or to recover damages for the breach thereof, the party prevailing in any such action or proceedings shall be entitled to recover from the non prevailing party all reasonable attorneys' fees and reasonable costs and expenses incurred by the prevailing party, including such fees and costs incurred with respect to appeals, arbitrations and bankruptcy proceedings.
13. **Cumulative Remedies.** No remedy conferred upon a party in this Agreement is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity or by statute (except as otherwise expressly herein

provided).

14. **Binding Effect; Governing Law.** Except as expressly provided otherwise in this Agreement, all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, without regard to the rules governing choice of law.
15. **Successors and Assigns.** Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall be at the sole discretion of such party.
16. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.
17. **Severability.** If any provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

NTMWD:

NORTH TEXAS MUNICIPAL WATER DISTRICT, a conservation and reclamation district created pursuant to Article XVI, Section 59, of the Texas Constitution

By:_____

Name: Jennafer P. Covington

Title: Executive Director

GTUA:

GREATER TEXOMA UTILITY AUTHORITY, a conservation and reclamation district created pursuant to Article XVI, Section 59, of the Texas Constitution

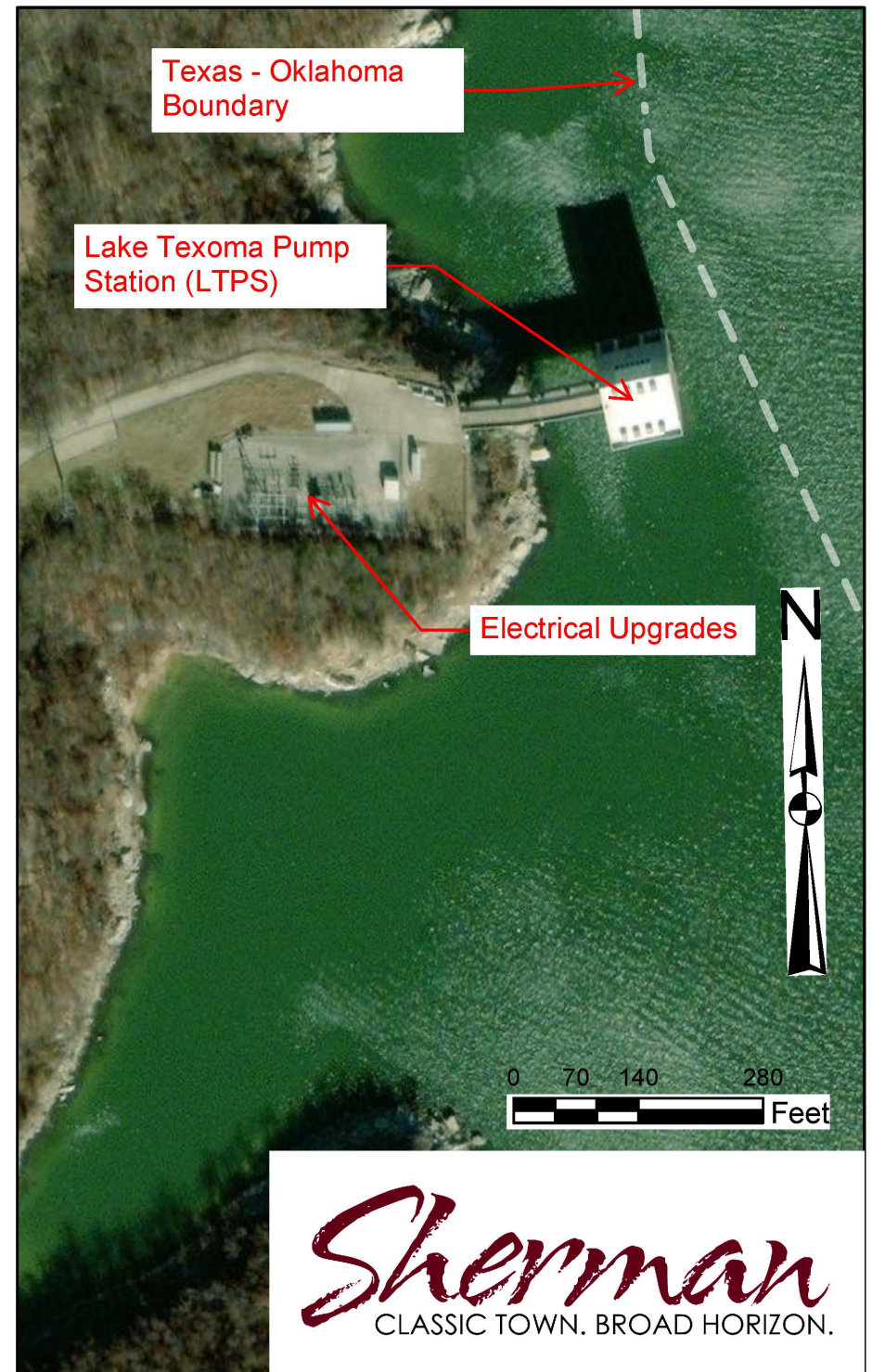
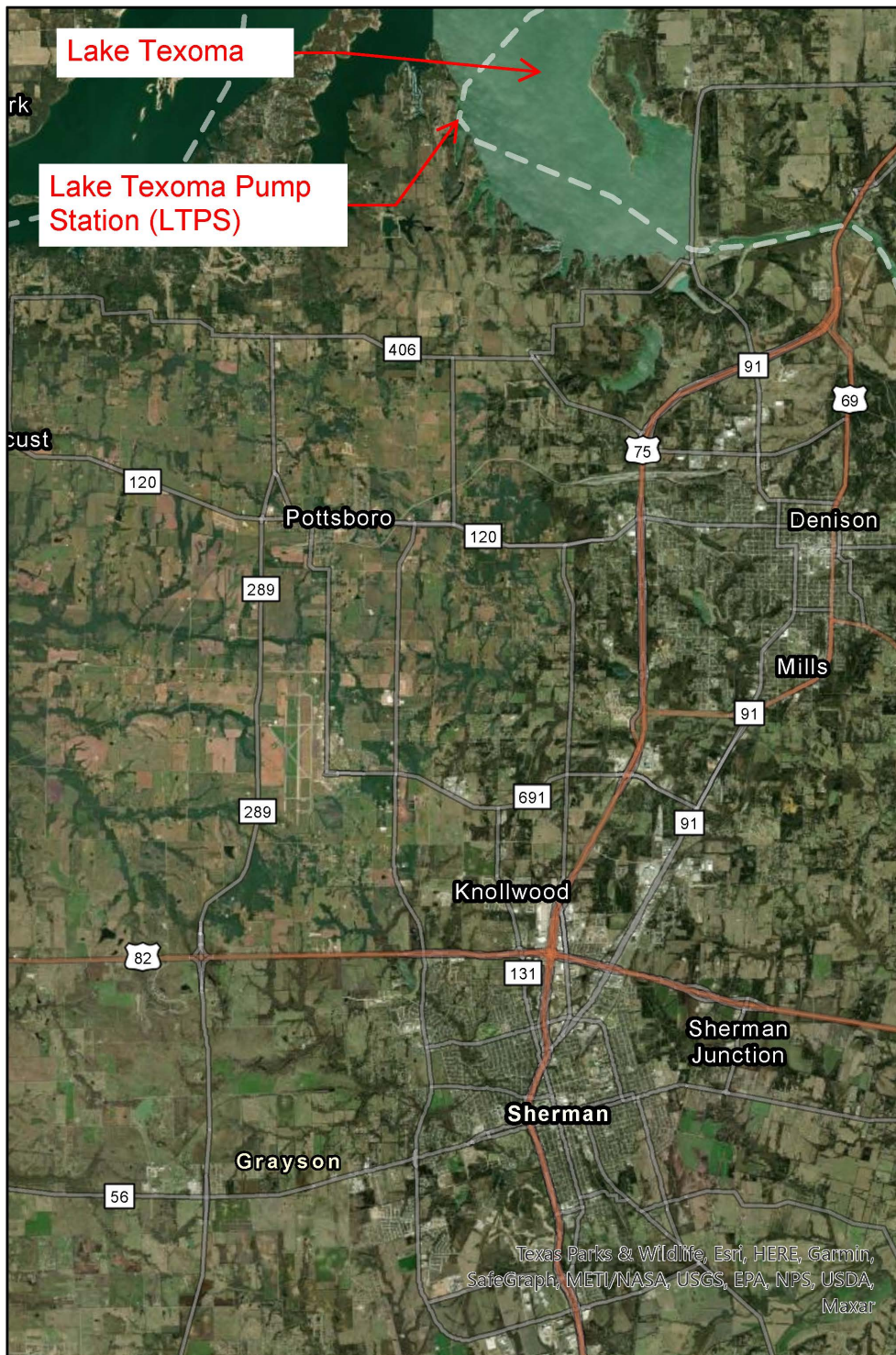
By:_____

Name: Drew Satterwhite, P.E.

Title: General Manager

EXHIBIT A
(Estimated Total Project Costs)

Project Number	Project Name	Estimated Cost Share		Estimated Project Total Cost
		GTUA @ 20%	NTMWD @ 80%	
101-0530-19	Lake Texoma Pump Station 2019 Electrical Improvements “Oncor Substation Improvements”	\$710,492	\$2,841,968	\$3,552,460
101-0530-19	Lake Texoma Pump Station 2019 Electrical Improvements “Pump Station Improvements” Design Fees	\$337,373	\$1,349,494	\$1,686,867
101-0530-19	Lake Texoma Pump Station 2019 Electrical Improvements “Pump Station Improvements” Construction Cost	\$2,418,460	\$9,673,840	\$12,092,300
Total Project Costs:		\$3,466,325	\$13,865,302	\$17,331,627





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 6.

Meeting Date: 12/06/2021

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6817

Accepting the Contract with Lynn Vessels Construction, LLC as Complete for the Construction of the Sherman Wastewater Treatment Plant Stormwater Management Project

Issue:

To consider and act upon a resolution approving the Greater Texoma Utility Authority's (GTUA) acceptance of the contract with Lynn Vessels Construction, LLC as complete for construction of the City of Sherman's Wastewater Treatment Plant Stormwater Management Project.

Background:

The City's Capital Improvement Program contained a project to construct a storm sewer to prevent stormwater from leaving the wastewater treatment plant. The project has been completed and is ready for formal acceptance by the City. The project was completed on-time, and came in about \$185,000 less than was bid/budgeted.

Origination:

Engineering Department

Financial Consideration:

The staff recommends accepting the \$933,334.79 contract with Lynn Vessels Construction, LLC. as complete for construction of the City of Sherman Wastewater Treatment Plant Stormwater Management Project. This final contract amount represents a reduction over originally bid/budgeted amounts by about \$185,000.

Staff Recommendation:

It is recommended that the City Council approve the resolution and accept the contract as complete for this project.

Alternatives:

As may be directed by the Council

Attachments

Resolution No. 6817

GTUA Agenda Communication - November 11, 2021

Location Map

RESOLUTION NO. 6817

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ACCEPTING THE CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC AS COMPLETE FOR THE CONSTRUCTION OF THE SHERMAN WASTEWATER TREATMENT PLANT STORMWATER MANAGEMENT PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman, Texas, has entered into a Contract for Water Supply and Sewer Service with the Greater Texoma Utility Authority; and

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with Lynn Vessels Construction Company, LLC for the construction of the Sherman Wastewater Treatment Plant Stormwater Management Project for the City of Sherman, Texas; and

WHEREAS, representatives of the City of Sherman, the Greater Texoma Utility Authority, and the project engineer have inspected the Sherman Wastewater Treatment Plant Stormwater Management Project and found it to be complete;

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 formally accepts the contract with Lynn Vessels Construction Company, LLC for construction of the Sherman Wastewater Treatment Plant Stormwater Management Project as complete.

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, TX on this the 6th day of December, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



GREATER TEXOMA UTILITY AUTHORITY

AGENDA COMMUNICATION

DATE: November 11, 2021

SUBJECT: AGENDA ITEM NO. IX

CONSIDER AND ACT UPON A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC FOR THE SHERMAN WASTEWATER TREATMENT PLANT STORMWATER MANAGEMENT PROJECT AS COMPLETE

ISSUE

The Stormwater Management project is now complete.

BACKGROUND

The City of Sherman staff approached the Authority staff requesting financial assistance for several upcoming capital improvement projects. After several meetings with the City staff, we identified the projects that we believe are ideal candidates to take advantage of the below market interest rate savings through the Texas Water Development Board's ("TWDB") Clean Water State Revolving Fund ("CWSRF"). Projects requested to be funded through the CWSRF include 1) Aeration Basin Upgrade, Phase II; 2) Biological Clarifier Rehabilitation; 3) WWTP Control Building Expansion; 4) Brine Line Project (engineering, bores, rights-of-way, construction); and 5) WWTP Storm water Lift Station. These improvements are all identified in the City of Sherman's 5-year Capital Improvements Plan that they develop annually.

In January, the Board and City of Sherman Council approved the Bond Resolution which authorized the issuance of \$13,595,000 through the TWDB's CWSRF program. The Authority was able to procure a special class of CWSRF funds called the Equivalency Funds, which offers below market interest rates. The interest rate received for this issuance was 0.29% for a 20-year term. The TWDB estimated that the City of Sherman could save approximately \$2.1 million over the life of the loan by using the CWSRF.

At the March meeting, the Board authorized the award of the Stormwater Management Project to Lynn Vessels Construction in the amount of \$1,117,488.42.

Change Order No. 1 consisted of the following changes: (1) Decrease \$1,500.00 for reduced bond cost. (2) Decrease of \$42,542.75 for revised submerged wet well design per Drawing Exhibit 1. (3) Decrease for removal of mistakenly included sales tax and lower pump cost. (4) Increase of \$4,051.20 for adding 2 warning lights; installing 2 soft-starts and additional electrical work to make system operational with deletion of SCADA. (5) Decrease of \$37,518.75 for deletion of two custom designed manholes permitted by the revised wet well design. (6) Increase of \$5,625.00 based on unit bid price due to error on bid proposal form, 37 square yards of pavement are required where only 1 was mistakenly called for. (7) Decrease of \$13,565.00 for deletion of a gravel road from box culver crossing to the ultraviolet disinfection building. (8) Decrease of \$43,705.20 for deleting SCADA system. (9) Decrease of \$43,997.13 for deleting seeding/grass cover requirements and adding fertilized sod stapled to the basin perimeter slopes only, with irrigation as required to establish growth. Sod will extend 3' beyond top of slope on the flatter areas. The bottom of the detention basin, the excavation fill areas and miscellaneous disturbed area will not be plowed, fertilized, seeded, irrigated and mowed to establish ground cover. Change Order No. 1 resulted in a reduction of \$184,153.63 resulting in a revised contract amount of \$933,334.79.



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

PAGE 2

CONSIDERATIONS

This project is now complete. A walk through has been performed with the City Inspector, contractor and the engineer. There will need to be one final walk through with the TWDB before the TWDB will release funds for the final pay application.

The City of Sherman Council will consider this closeout at their November 15, 2021 council meeting.

STAFF RECOMMENDATIONS

Staff recommends authorizing the closeout of the contract with Lynn Vessels Construction. The recommendation is contingent upon the Sherman City Council taking similar action.

ATTACHED

Closeout Documents

PREPARED AND SUBMITTED BY:

Drew Satterwhite, P.E., General Manager



Stormwater pond and
Lift Station Improvements



Feet
600

1,200

Sherman
CLASSIC TOWN. BROAD HORIZON.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 7.

Meeting Date: 12/06/2021

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

***RESOLUTION NO. 6818**

Authorizing Execution of an Encroachment Agreement with Enterprise Texas Pipeline, LLC for the Installation of a Twenty-four (24) foot wide Access Drive, Parking, and a Twenty-four (24) inch Drainage Pipe within the 50' Pipeline Easement as filed in Volume 4518, Page 741, Official Public Records, Grayson County, Texas, for Entry Purposes to Lot 1 of the Proposed Sherman PD Facility on West Travis Addition in the City of Sherman

Issue:

To consider execution of an encroachment agreement into the 50' Pipeline Easement as filed in Volume 4518, Page 741, Official Public Records, Grayson County, Texas

Background:

The Sherman Police Department Headquarters being constructed at 2600 Northgate Drive includes an entry off of West Travis Street. This entrance will cross the 50' Pipeline Easement as filed in Volume 4518, Page 741, OPRGCT. Enterprise Texas Pipeline, LLC is requiring an Encroachment Agreement to allow the City of Sherman to construct said entrance, parking, and drainage pipe that will encroach into said easement.

Origination:

Engineering Department

Financial Consideration:

None

Staff Recommendation:

City staff recommends that the encroachment agreement be executed.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6818

Encroachment Agreement with Exhibits

Proposed Plat - Sherman PD on West Travis Addition

Location Map

RESOLUTION NO. 6818

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT WITH ENTERPRISE TEXAS PIPELINE, LLC FOR THE INSTALLATION OF A TWENTY-FOUR (24) FOOT ACCESS DRIVE, PARKING, AND TWENTY-FOUR (24) INCH DRAINAGE PIPE WITHIN THE 50' PIPELINE EASEMENT AS FILED IN VOLUME 4518, PAGE 741, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS, FOR ENTRY PURPOSES TO LOT 1 OF THE PROPOSED SHERMAN PD FACILITY ON WEST TRAVIS ADDITION IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an encroachment easement with Enterprise Texas Pipeline, LLC for the installation of a Twenty-four (24) foot access drive and parking within the 50' Pipeline Easement as filed in Volume 4518, Page 741, Official Public Records, Grayson County, Texas, as shown on the Exhibit "A" of the Encroachment Agreement attached hereto and incorporated herein for all purposes.

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

SECTION 3. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place, and purpose of said meetings were given all as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF THE CITY OF SHERMAN on this the 6th day of December, 2021.

CITY OF SHERMAN, TEXAS

**BY: _____
DAVID PLYLER, MAYOR**

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

ENCROACHMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

This Encroachment Agreement (“Agreement”) is made and entered into by and between **ENTERPRISE TEXAS PIPELINE LLC** (hereinafter referred to as “Company”) whose mailing address is c/o Land Department, P.O. Box 4324, Houston, Texas 77210-4324 and physical address is c/o Land Department, 9420 W. Sam Houston Parkway N., Houston, Texas 77064-6317, and the **CITY OF SHERMAN, TEXAS** (hereinafter referred to as “Landowner”), whose address is 220 W. Mulberry Street, Sherman, Texas 75090, upon the following terms and conditions:

WITNESSETH:

WHEREAS, Landowner owns a certain tract of land located in Grayson County, Texas and more particularly described as follows:

Being that certain 10.000 acre tract of land in the Elizabeth Jones Survey, Abstract No. 625, City of Sherman, Grayson County, Texas and more particularly described in that Special Warranty Deed from Sherman Economic Development Corporation to City of Sherman, Texas, effective October 23, 2020 and recorded under Document Number 30104 in the Official Records of Grayson County, Texas (the “Property”);

WHEREAS, Company holds a certain right of way and easement upon, over, under and through the Property, more particularly described in that certain Grant of Easement from Sherman Economic Development Corporation to Enterprise Texas Pipeline LLC dated August 18, 2008, and recorded under Document Number 2008-00021348 in the Official Records of Grayson County, Texas (the “Easement”);

WHEREAS, Company owns and operates a pipeline that is located within the Easement and commonly known as 225-21/Sherman Extension pipeline (the “Pipeline”; the Pipeline together with any related valves, meters, equipment, and other appurtenances, collectively the “Facilities”) that runs through the Property pursuant to the Easement;

WHEREAS, Landowner desires to construct a **twenty-four foot by six inch thick (24’ w x 6” thk.) reinforced concrete over six (6) inch stabilized subgrade driveway; five (5) inch thick reinforced concrete pavement over six (6) inch stabilized subgrade parking lots; five (5) foot wide reinforced concrete sidewalk; twenty-four (24) inch RCP; and added Fill**, as shown on the plans dated August 30, 2021 and attached hereto as Exhibit A over/under/across the Pipeline, which will encroach on the Easement (the “Encroachment”);

WHEREAS, Landowner desires to obtain Company's consent to encroach on the Easement and Facilities; and

WHEREAS, Company, subject to the terms and conditions hereinafter stated, is willing to permit the Encroachment.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees to accommodate the Encroachment, subject to the following terms and conditions, and Company and Landowner hereby agree as follows:

1. Recitals: The foregoing Recitals are hereby incorporated into and made part of this Agreement.

2. Assumption of Risk: Landowner assumes all risks for damages, injuries, or loss to either property or persons, which may be incurred by Landowner or its agents, invitees, guests, or licensees present on, or in the vicinity of, the Easement and in any way associated with the Encroachment. Any maintenance or improvements to or repairs of the Encroachment that may become necessary shall be the sole responsibility, and performed at the sole cost and expense, of Landowner. Landowner shall keep all portions of the Encroachment in good repair.

3. Construction Parameters: Construction activity of any kind, including, but not limited to, equipment movement, materials storage, boring, and digging that take place within the Easement will require 48 hours (two working days) prior notice to TEXAS One-Call at 811. A Company representative must be present during any of the aforementioned construction activities and Landowner acknowledges that Company's representative shall have full authority to stop any of Landowner's excavation or construction related activities within the Easement if Company's representative, in his/her sole discretion, believes Landowner's activities could result in damage to the Facilities or pose a threat to the environment or public safety. The presence of Company's representative will not relieve Landowner of any liability under this Agreement.

4. The following language must be conspicuously displayed on all drawings depicting the Pipeline(s):

WARNING!

HIGH PRESSURE PIPELINE(S)

Excavation and/or Construction Prohibited without Prior Written Permission From
Enterprise Texas Pipeline LLC

5. Construction Parameters (continued): No equipment will be allowed to work over the Pipeline, unless approved by Company's representative. Excavators must work/dig parallel to the Pipeline, and the buckets must have barred teeth with a plate welded across the teeth, not detachable implements will be allowed. Any excavation within eighteen (18) inches

plus half the diameter of the Pipeline will be done by hand; however, no mechanical excavation should ever be performed less than two (2) feet from the Pipeline. No medium to large vibratory compaction equipment is allowed within minimum ten (10) feet from the Pipeline, only walk-behind vibratory rollers/compactors are allowed. Landowner's crossing(s) will be as close to ninety (90) degrees as possible to the Pipeline, but not less than forty-five (45) degrees. Company will require physical verification of Pipeline depth of cover and alignment, at Landowner's expense, prior to work being performed near the Pipeline. The method of physical verification, whether hydro-excavation or other means, shall be coordinated and approved by Company's field representative. If the Pipeline is not at the anticipated alignment or depth, Landowner shall adjust the Encroachment accordingly at no expense to Company. A minimum of five (5) feet of stable soil cover must be maintained over the Pipeline. No excavation or removal of cover will be permitted within the Pipeline right-of-way without prior approval.

6. Driveway and Parking Lots: Landowner will maintain a minimum of **five and fifty-six hundredths (5.56) feet** of cover between the top of the Pipeline and the top of the driveway and parking lot pavement surfaces. For rigid road surfaces, Landowner will install expansion joints at no greater than ten (10) foot intervals over the entirety of the Pipeline right-of-way. Landowner shall be responsible for all future damage to the **Driveway and Parking Lots** including its replacement or restoration in the event that Company, or its designee, must access the Pipeline and/or associated right-of-way to perform routine or emergency maintenance.

7. Underground Utility: Underground utility will be installed under the Pipeline, via trenchless bore construction method. Landowner will install the twenty-four (24) inch RCP in such a way that a minimum vertical separation of three and fifty-one hundredths (3.51) feet between the bottom of the Pipeline and the top of Landowner's UTILITY is maintained. In coordination with and at the discretion of Company's Pipeline Representative, Landowner's UTILITY shall include adequate inspection potholes minimum 36-inches below the Pipeline to ensure bore path is below the Pipeline. Foreign utilities crossing Company's Pipeline should include warning tape in accordance with the American Public works Association (APWA) Uniform Color Code, above the foreign utility, 12-inches below ground and shall extend at least 20-feet each direction measured from the crossing point. All bore pits should be outside the pipeline right-of-way. Encroaching entity should evaluate the stipulations provided and adjust accordingly at no expense to Company or its affiliates if the stipulations provided present safety and/or environmental concerns.

8. Fill Material: When laying fill material, Landowner shall strip the areas on the natural grade to be filled to ensure the said area remains free of roots, trash, and other foreign debris. Landowner shall obtain fill material from excavation areas, borrow pits, or other approved sources. These materials shall be free of organics, roots, metals, rocks, and other foreign debris. Landowner shall place fill material in such a manner that allows for positive drainage sheet flow across Company's Easement and no ponding of storm water.

9. Heavy Equipment: Company will require a **minimum of 72 hours written notice** prior to crossing the Pipeline with heavy equipment. Wherever Landowner will cross the Pipeline and/or Easement with heavy equipment, Landowner will place eight (8) inch thick timber mats over the Pipeline and/or Easement as determined by Company's field representative.

10. Excavated Material: Excavated material will not be placed over the Pipeline. Landowner agrees to clean up and repair all damages to the Easement resulting from the work on or across the Easement. Any and all damage repairs and cleanup of the Easement will be subject to Company's acceptance.

11. Landscaping: Large landscaping is not permitted on the Easement, including, but not limited to, trees, shrubs, and large landscaping with a mature untrimmed height greater than eighteen (18) inches. Company reserves the right to trim canopy of any trees or other vegetation adjacent to the Easement to prevent overhang onto the Easement.

12. No Interference: Landowner shall at all times conduct all of its activities within the Easement in such a manner as not to interfere with or impede in any manner whatsoever the operation of the Facilities and any related activities of Company. If at any time Company, in its sole discretion, determines that the safety, operation, or maintenance of the Facilities is adversely affected by the Encroachment, Company may take any and all necessary action to protect the Easement and Facilities from such adverse condition. In accordance with Section 15, Landowner shall promptly reimburse Company for its reasonable costs incurred in protecting or modifying the Facilities from, or to eliminate, such adverse condition.

13. INDEMNIFICATION

(A) GENERAL INDEMNITY: EXCEPT WITH RESPECT TO CLAIMS RELATING TO BODILY INJURY OR DEATH OF AN EMPLOYEE (AS DEFINED IN PARAGRAPH (B) BELOW), LANDOWNER AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS (COLLECTIVELY "INDEMNIFY") COMPANY, ITS AFFILIATES, PARTNERS, MEMBERS, DIRECTORS, OFFICERS, AGENTS, CONTRACTORS AND EMPLOYEES (COLLECTIVELY THE "INDEMNIFIED PARTIES" OR INDIVIDUALLY AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, INJURIES, JUDGMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES (COLLECTIVELY "CLAIMS"), FOR BODILY OR PERSONAL INJURIES, INCLUDING, BUT NOT LIMITED TO, DEATH, TO ANY PERSON OR DAMAGES TO OR DESTRUCTION OF PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE LOSS OF USE THEREOF, ACTUALLY OR ALLEGEDLY CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE ENCROACHMENT, THE CONSTRUCTION OF THE ENCROACHMENT, OR THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, CLAIMS CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, VIOLATION OF ANY STATUTE, RULE OR REGULATION OR OTHER ACT OR OMISSION BY LANDOWNER OR ITS RESPECTIVE AGENTS, CONTRACTORS OR

EMPLOYEES, OR ANY OTHER PARTY FOR WHOSE ACTS LANDOWNER IS LIABLE (EACH A “LANDOWNER PARTY”). LANDOWNER’S OBLIGATION TO INDEMNIFY SHALL APPLY EVEN IF SUCH CLAIMS ARE ACTUALLY OR ALLEGEDLY CAUSED IN PART BY THE STRICT LIABILITY OR THE ACTS, OMISSIONS, OR NEGLIGENCE OF AN INDEMNIFIED PARTY, EVEN IF SUCH NEGLIGENCE OR OTHER ACTS OR OMISSIONS ARE ACTIVE OR PASSIVE, DIRECT OR INDIRECT, SOLE OR CONCURRENT. THIS PARAGRAPH (A) IS INTENDED TO INDEMNIFY THE INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, AS PROVIDED ABOVE; BUT THE INDEMNIFIED PARTIES SHALL NOT BE ENTITLED TO INDEMNIFICATION UNDER THIS PARAGRAPH (A) FOR ANY CLAIMS TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY. NOTWITHSTANDING THE FOREGOING, IF SUBCHAPTER C OF CHAPTER 151 OF THE TEXAS INSURANCE CODE APPLIES TO THIS AGREEMENT, THIS INDEMNITY PROVISION SHALL NOT APPLY TO THE EXTENT THAT IT REQUIRES LANDOWNER TO INDEMNIFY AN INDEMNIFIED PARTY AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF THE INDEMNIFIED PARTY, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNIFIED PARTY, OTHER THAN LANDOWNER OR ITS AGENTS, EMPLOYEES OR CONTRACTORS OF ANY TIER.

(B) INDEMNITY FOR EMPLOYEE CLAIMS: LANDOWNER AGREES TO AND SHALL INDEMNIFY THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS FOR BODILY INJURY OR DEATH OF ANY EMPLOYEE OF (i) LANDOWNER, (ii) ANY OTHER LANDOWNER PARTY OR (iii) THEIR RESPECTIVE AGENTS (COLLECTIVELY “EMPLOYEE” FOR THE PURPOSE OF THIS SECTION), ACTUALLY OR ALLEGEDLY CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE ENCROACHMENT THE CONSTRUCTION OF THE ENCROACHMENT, OR THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, CLAIMS DUE TO NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, VIOLATION OF ANY STATUTE, RULE OR REGULATION OR OTHER ACT OR OMISSION BY ANY LANDOWNER PARTY OR EMPLOYEE. LANDOWNER’S OBLIGATION TO INDEMNIFY SHALL APPLY EVEN IF SUCH CLAIMS ARE ACTUALLY OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE STRICT LIABILITY OR THE ACTS, OMISSIONS, OR NEGLIGENCE OF AN INDEMNIFIED PARTY REGARDLESS OF WHETHER SUCH NEGLIGENCE OR OTHER ACTS OR OMISSIONS ARE ACTIVE OR PASSIVE, DIRECT OR INDIRECT, SOLE OR CONCURRENT. THIS PARAGRAPH (B) IS INTENDED TO INDEMNIFY THE INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, AS PROVIDED ABOVE.

14. Reimbursement: If at any time the existence, construction, operation, maintenance, relocation, or removal of the Encroachment causes Company to incur any cost that in any manner relates to Company’s operation, maintenance, removal, repair, replacement, protection, modification, construction, alteration, relocation, changing the size of, addition to and/or inspection of the Facilities or Easement, or the cleanup or handling of any spills of petroleum products (individually and collectively, “Easement Operations”), Landowner agrees to reimburse Company for any and all such costs that would not have been incurred but for the

existence of the Encroachment. Landowner hereby releases Company from and agrees that Company will not be held liable for any damages to the Encroachment arising from Easement Operations. Any sums Landowner is required to pay or reimburse to Company under this Agreement shall accrue interest at the lesser of the maximum legal rate or 18% per annum, beginning the 30th day after Company makes written demand to Landowner for same, until paid in full.

15. Insurance: Landowner shall maintain (and require its contractors to maintain, during the course of work on the Encroachment) insurance of the type, in the amount and under the terms set forth in Exhibit B attached hereto and made a part thereof. Certificates of Insurance on all policies shall be furnished to Company prior to (but not more than 30 days prior to) the time work on the Encroachment is commenced. Company shall be entitled to request and receive copies of all applicable policies and endorsements.

16. Removal: Company has the right to remove all or portions of the Encroachment as necessary in Company's discretion in its exercise of the rights granted to it under the Easement. Should Company need to remove any portion of the Encroachment within the Easement in order to conduct Easement Operations, Landowner shall pay for the cost of removing and be responsible for replacing or reinstalling such removed portion of the Encroachment and the costs thereof. Company shall not be responsible for any loss, damage, or replacement to the Encroachment or any associated equipment and facilities that exist within the Easement; and Landowner releases Company from all costs, losses, or damages directly or indirectly arising from Company's removal of any portion of the Encroachment.

17. No Waiver: The existence of the Encroachment does not constitute a waiver of Company's express rights under the Easement or any other rights which Company may have express or implied by law or equity.

18. No Additional Improvements: Except for the Encroachment, Landowner will not at any time erect, construct, or create any additional buildings, improvements, structures, or obstructions of any kind on, above, or below the surface of the Easement, or change the grade thereof, or cause or permit these things to be done by others, without the express prior written consent of Company, which consent may be withheld in Company's sole discretion. No structures or improvements, including, but not limited to, fences, water wells, septic systems, utility poles, light poles, buildings, houses, barns, garages, patios, swimming pools, or concrete or asphalt slabs, are permitted on the Easement. This Agreement provides only for the Encroachment, and any and all future encroachments require Company's prior review and written consent.

19. Termination: If Landowner is in breach of any terms or conditions set forth in this Agreement, Company, at its option, may terminate this Agreement upon ten (10) days written notice to Landowner unless such breach has been cured prior to the expiration of such ten (10) day period. In the event of such termination, Landowner shall immediately remove all of the Encroachment situated on the Easement, or if Landowner fails to remove all of the

Encroachment, Company may, at its option, remove the Encroachment at Landowner's cost and expense and without any liability whatsoever. The failure by Company to exercise this termination option as to any particular breach shall not constitute a waiver of Company's future right to exercise this termination option as to the same or any future breach.

20. Legal Costs: In the event that Landowner breaches any of the terms, covenants, or provisions of this Agreement, and Company retains counsel and/or commences litigation to enforce any provisions of this Agreement and prevails, the cost of attorneys' fees and the attendant costs and expenses will be payable to Company by Landowner upon demand.

21. Runs with the Land: The terms, covenants and conditions of this Agreement constitute covenants running with the land and shall be binding upon and inure to the benefit of Company and Landowner, their heirs, legal representatives, successors and assigns.

22. Governance and Venue: This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Texas, without regard to any of its principles of conflicts of laws that would make applicable the laws of any other jurisdiction. Exclusive venue for any suit, action, or proceeding brought by either party in connection with this Agreement shall be in the state and federal courts located in Harris County, Texas. The parties each hereby irrevocably and unconditionally waive, to the fullest extent they may legally and effectively do so, any objection they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in the state and federal courts situated in Harris County, Texas. **EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATED TO THIS AGREEMENT.**

23. Construction: If any term, covenant or condition of this Agreement is deemed invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other terms, covenants or conditions of this Agreement shall remain in full force and effect. Upon such determination, the parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the parties, as closely as possible and in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the maximum extent possible.

24. Amendment: This Agreement shall not be amended or modified in any manner, including the conduct of the parties, except by written instrument duly signed by Company and Landowner or their respective heirs, successors or assigns.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Company and Landowner and their respective heirs, legal representatives, successors and assigns.

26. Entire Agreement: This Agreement, including any exhibits hereto, constitute the entire agreement between Company and Landowner with respect to the Encroachment and supersedes and replaces any prior agreement, whether written or oral, between the Parties with respect thereto.

27. Counterparts: This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. [Delivery of an executed copy of this Agreement by facsimile, e-mail or other electronic means shall be effective as delivery of an original executed counterpart of this Agreement and shall be binding on the parties hereto and thereto. Any party delivering an executed counterpart of this Agreement by electronic means shall also physically deliver original executed counterparts of this Agreement in the manner and quantity as requested by Company or Company's counsel, but the failure to physically deliver such original executed counterparts shall not affect the validity, enforceability, and binding effect of this Agreement.]

28. Notices: Any notice required by or permitted under this Agreement must be in writing. Any such notice will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in the opening paragraph of this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered to the other parties as provided herein.

REMAINDER OF PAGE LEFT BLANK

SIGNATURES CONTAINED ON NEXT PAGE

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

(COMPANY)

ENTERPRISE TEXAS PIPELINE LLC

By: _____

Carl D. Richardson
Agent and Attorney-in-Fact

Date: _____

(LANDOWNER)

CITY OF SHERMAN, TEXAS

By: _____

Robby Hefton
City Manager

Date: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

This instrument was acknowledged before me on this ____ day of _____, 2021, by Carl D. Richardson, Agent and Attorney-in-Fact for Enterprise Texas Pipeline LLC, on behalf of such limited liability company as authorized by its Board of Managers.

(seal) _____
Notary Public

My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

This instrument was acknowledged before me on this ____ day of _____, 2021, by Robby Hefton, as City Manager of the City of Sherman, Texas, on behalf of such municipality.

(seal) _____
Notary Public

My Commission Expires: _____

Prepared By/Return To:
Enterprise Texas Pipeline LLC
c/o T. York – Land Department
P.O. Box 4324
Houston, Texas 77210-4324

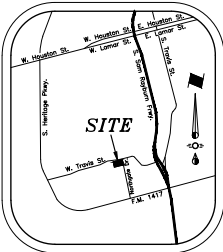
ENGINEERING PLANS

SHERMAN POLICE DEPARTMENT HEADQUARTERS

CITY OF SHERMAN, TEXAS

Index Of Drawings

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	Final Plat
	Topographic Survey
SP	Site Plan
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02-1	Grading Plan
03-1	Existing Drainage Area Map
03-2	Proposed Drainage Area Map
03-3	Storm Sewer Plan
03-4	Storm Sewer Profiles
03-5	Storm Sewer Profiles
04-1	Water & Sewer Plan
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06-1	Construction Details
06-2	City Standard Details
06-3	City Standard Details
06-4	City Standard Details
06-5	City Standard Details
06-6	City Standard Details
06-7	City Standard Details
06-8	TXDOT Details



Vicinity Map
NTS

Prepared For
Hidell & Associates Architects, Inc.
3033 Kellway Drive, Suite 120
Dallas, Texas 75006

Engineer



1720 W. Virginia Street
972.562.4409
McKinney, Texas 75069
Texas P.E. Firm No. F-5935



ISSUE DATES:	REVISIONS:	DATE	BY
07/08/2021			
08/23/2021			
08/30/2021			
09/29/2021			
10/06/2021			
10/29/2021			
11/16/2021			

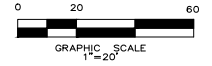
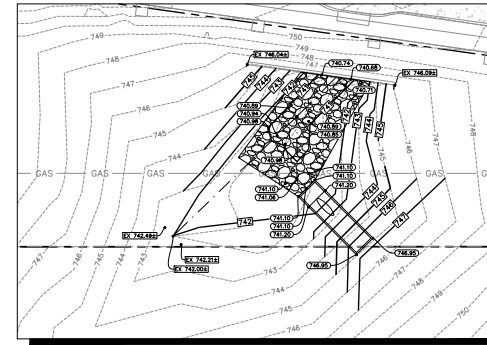
CAUTION!!!
EXISTING GAS LINE IN AREA.
CONTRACTOR TO FIELD VERIFY
LOCATION AND DEPTH PRIOR TO
CONSTRUCTION AND NOTIFY
ENGINEER OF ANY DISCREPANCIES.

CAUTION!!
Existing Utilities in Area. Contractor
to determine location and elevation of all
utilities prior to construction. Contractor
to Inform Engineer of any conflicts prior
to construction.

RETAINING WALL NOTES

1. All portions of proposed retaining walls including foundations, footings, etc. shall not extend into the right of way.
2. The maintenance of retaining walls shall be the responsibility of the property owner on which the retaining wall is located.
3. Retaining walls greater than 15" in height require a separate building permit. Retaining walls greater than 24" in height require plans signed and sealed by licensed State of Texas structural or geotechnical engineer.

STORM LINE "C" HEADWALL INSET



GRADING NOTES

1. All materials and construction shall be in accordance with the City of Sherman Standard Specifications and Construction Standards, and Standard Specifications for Public Works Construction prepared by North Central Texas Council of Governments (Latest Revision).
2. Existing utilities are shown schematically and are for the contractor's guidance only. The location and/or elevation of existing utilities as shown on these plans are based on records of the various utility companies, and, where possible, measurements taken in the field. The contractor must call the appropriate utility company at least 72 hours prior to any excavation to request exact field location of utilities.
3. The contractor shall be responsible for protecting all existing improvements in the construction of this project. The contractor is responsible for repairs of damage to any existing improvements during construction. Repairs shall be equal to or better than condition prior to construction.
4. All pavement subgrade shall be compacted to at least 95% Standard Proctor Density at or slightly above Optimum. All work shall be done in accordance with the Geotechnical Report.
5. Erosion Control shall be in place prior to the disturbance of any existing surface.
6. All sidewalk slopes shall conform to A.D.A. requirements as follows: 1:20 longitudinal (along the walk) 1:50 transverse (across the walk)
7. All proposed grades in landscaped areas are finished grade elevations. Contractor to allow for seeding or sodding of these areas.
8. Proposed spot elevations are top of pavement elevations unless noted otherwise.

LEGEND

- 0.00 Proposed Spot Elevation
- Ex. 0.00 Existing Spot Elevation
- TW, TS Top of Wall, Steps Elevation
- BW, BS Bottom of Wall, Steps Elevation
- GB Elevation at Grade Beam
- TI Top of Inlet Elevation
- XXXX Proposed Contour
- XXXX Existing Contour
- Valley
- Highpoint

STOP!
CALL BEFORE YOU DIG



((@ least 72 hours prior to digging))

CAUTION!!!
EXISTING GAS LINE IN AREA.
CONTRACTOR TO FIELD VERIFY
LOCATION AND DEPTH PRIOR TO
CONSTRUCTION AND NOTIFY
ENGINEER OF ANY DISCREPANCIES.

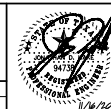
MATCHLINE SHEET C2-2

GEOTECHNICAL REPORT NOTE

Work Shall be done in accordance with the current Geotechnical Report prepared by ECS Southwest, LLP Project Number 19:8099 dated November 12, 2020.

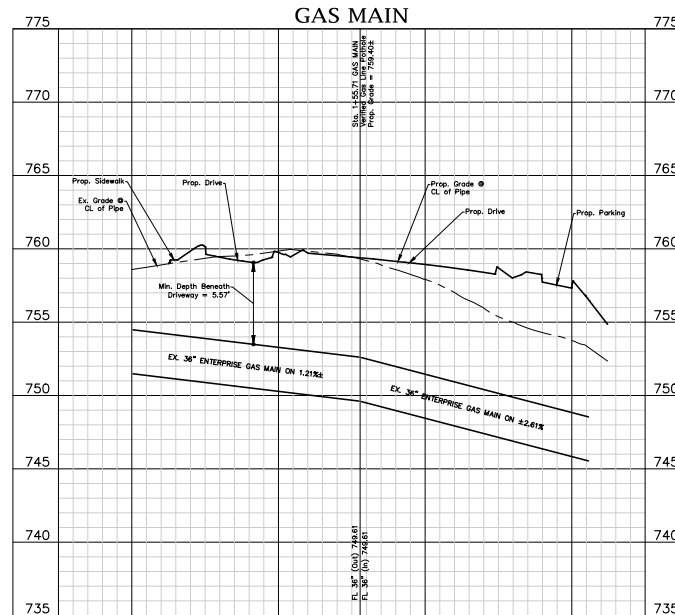
Issue Date:	Revision & Date:
3 08/23/2021	1
4 08/30/2021	2
5 09/29/2021	3
6 10/06/2021	4
7 10/29/2021	5
8 11/16/2021	6

CROSS ENGINEERING CONSULTANTS		
1120 W. Virginia Street McKinney, Texas 75069 972.562.4409 Fax 972.562.4409		
Drawn By:	Checked By:	Scale:
C.E.G.	C.E.G.	1"=20'



GRADING PLAN	
SHERMAN POLICE DEPARTMENT HEADQUARTERS	
HIDELL ASSOCIATES ARCHITECTS SHERMAN, TEXAS	

Sheet No.	C2-1
Project No.	20119



NOTE: THIS IS NOT A CONSTRUCTION DOCUMENT.
THIS DOCUMENT IS FOR CONCEPTUAL PLANNING PURPOSES ONLY.

Issue Dates:	Revision & Date:
3	1
4	2
5	3
6	4
7	5
8	6

CROSS
ENGINEERING
CONSULTANTS

1720 W. Virginia Street
972.562.4409

McKinney, Texas 75069
Texas P.E. Firm No. P-903

Drawn By:
C.E.G.L.

Checked By:
C.E.G.L.

Scale:
H: 1"=40', V: 1"=4'

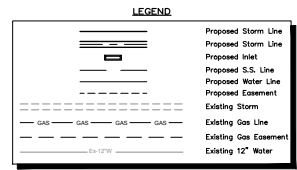
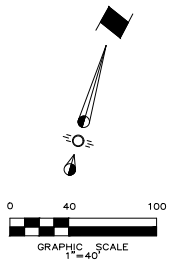
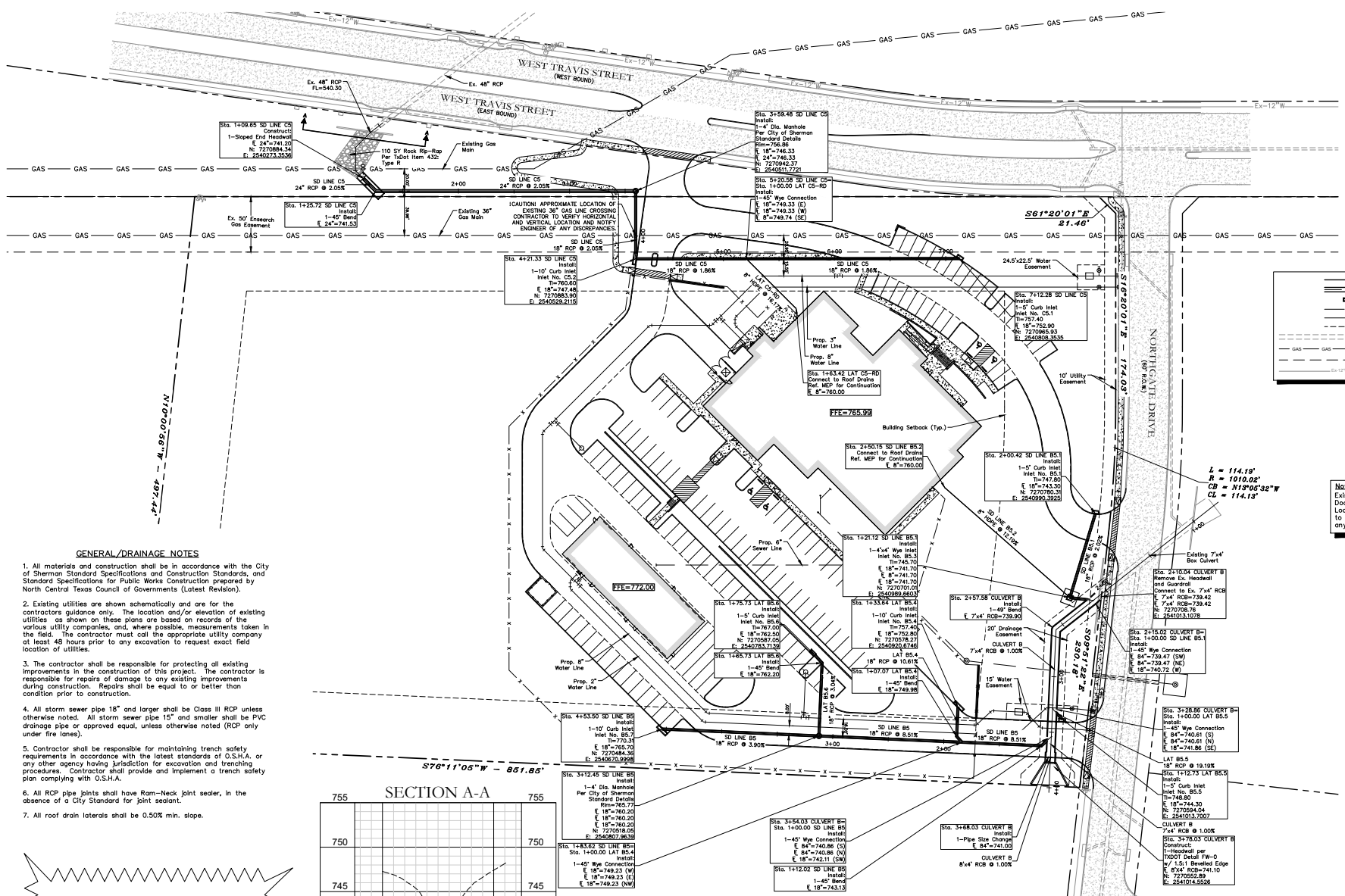
THIS DOCUMENT IS
RELEASED FOR THE
PURPOSE OF INTERIM
REVIEW UNDER THE
AUTHORITY OF
JONATHAN D. HAKE, P.E.
NO. 94738 ON
11/16/2023. IT IS NOT
TO BE USED FOR
CONSTRUCTION
PURPOSES.

GAS MAIN PROFILE
SHERMAN POLICE DEPARTMENT
HEADQUARTERS
HIDELL ASSOCIATES ARCHITECTS
SHERMAN, TEXAS

Sheet No.
EX-2
Project No.
20119



((@ least 72 hours prior to digging))

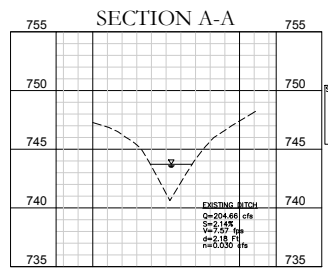


Notes.
Existing Utilities Shown Per As-Built Documents. Contractor to Field Verify Location and Depth of All Utilities Prior to Construction and Notify Engineer of any Discrepancies.

$L = 114.1'$
 $R = 1010.02'$
 $CB = N13^{\circ}05'32''E$
 $CE = 114.13'$

GENERAL/DRAINAGE NOTES

1. All materials and construction shall be in accordance with the City of Sherman Standard Specifications and Construction Standards, and Standard Specifications for Public Works Construction prepared by North Central Texas Council of Governments (Latest Revision).
2. Existing utilities are shown schematically and are for the contractor's guidance only. The location and/or elevation of existing utilities as shown on these plans are based on records of the various utility companies, and, where possible, measurements taken in the field. The contractor must call the appropriate utility company at least 48 hours prior to any excavation to request exact field location of utilities.
3. The contractor shall be responsible for protecting all existing improvements in the construction of this project. The contractor is responsible for repairs of damage to any existing improvements during construction. Repairs shall be equal to or better than condition prior to construction.
4. All storm sewer pipe 18" and larger shall be Class III RCP unless otherwise noted. All storm sewer pipe 15" and smaller shall be PVC drainage pipe or approved equal, unless otherwise noted (RCP only under fire lanes).
5. Contractor shall be responsible for maintaining trench safety requirements in accordance with the latest standards of O.S.H.A. or any other agency having jurisdiction for excavation and trenching procedures. Contractor shall provide and implement a trench safety plan complying with O.S.H.A.
6. All RCP pipe joints shall have Ram-Neck joint sealer, in the absence of a City Standard for joint sealer.
7. All roof drain laterals shall be 0.50% min. slope.



CAUTION!!
Existing Utilities in Area. Contractor shall determine location and elevation of all utilities prior to construction. Contractor shall inform Engineer of any conflicts prior to construction.

Issue Dates:	Revision & Date:
3 08/23/2021	1
4 08/30/2021	2
5 09/29/2021	3
6 10/06/2021	4
7 10/29/2021	5
8 11/16/2021	6

CROSS ENGINEERING CONSULTANTS
1121 W. Virginia Street
972.562.4499
McKinney, Texas 75069
Tara P.E. Fax No. 970.93

Drawn By: C.E.C.L. Checked By: C.E.C.L. Scale: 1"=40'



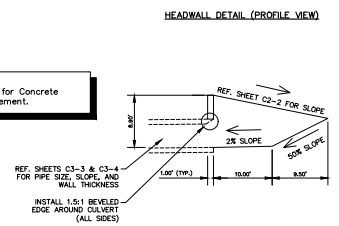
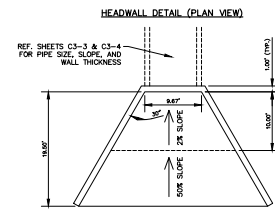
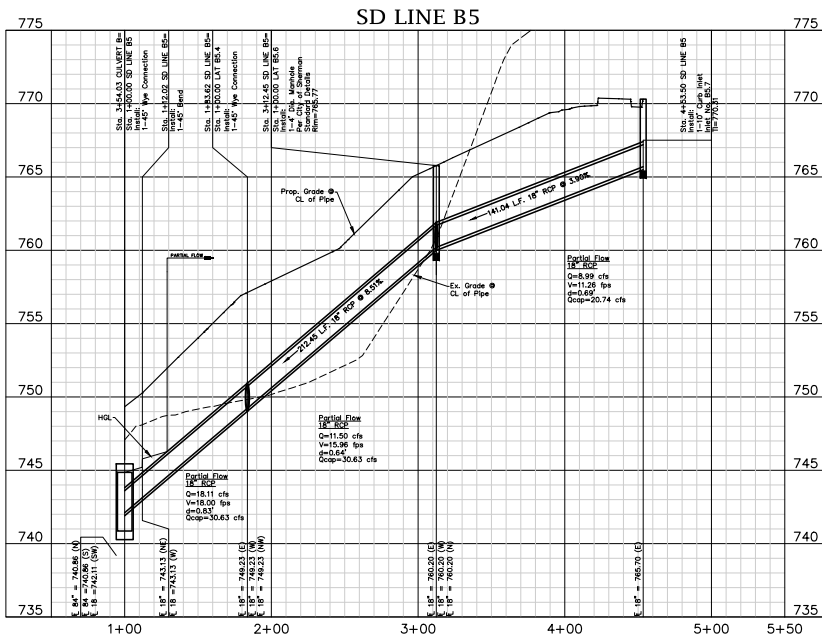
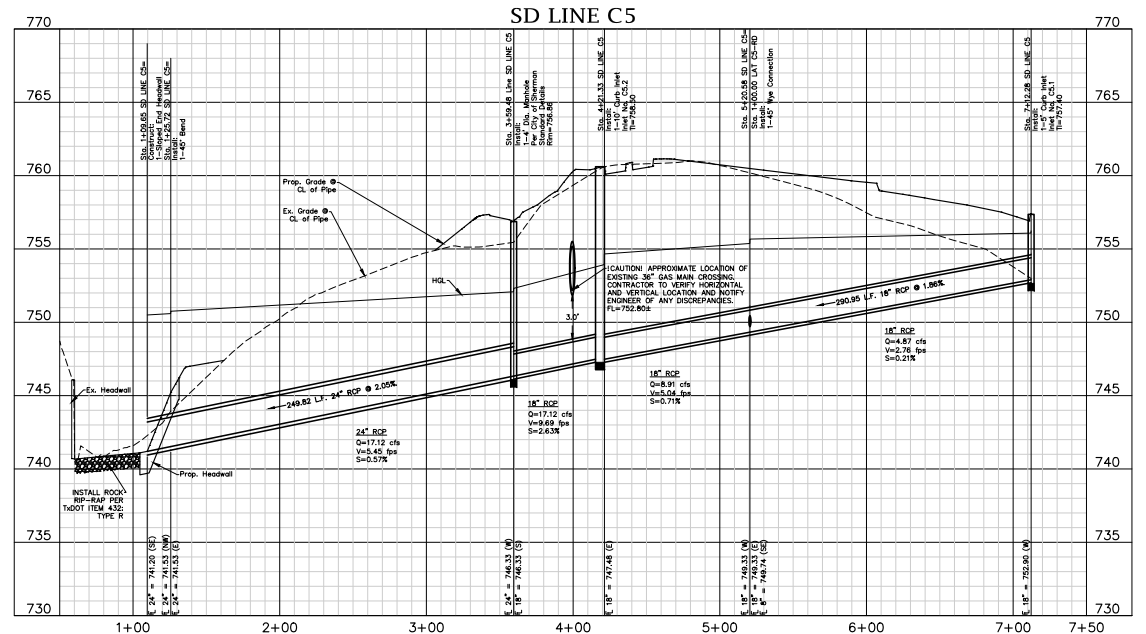
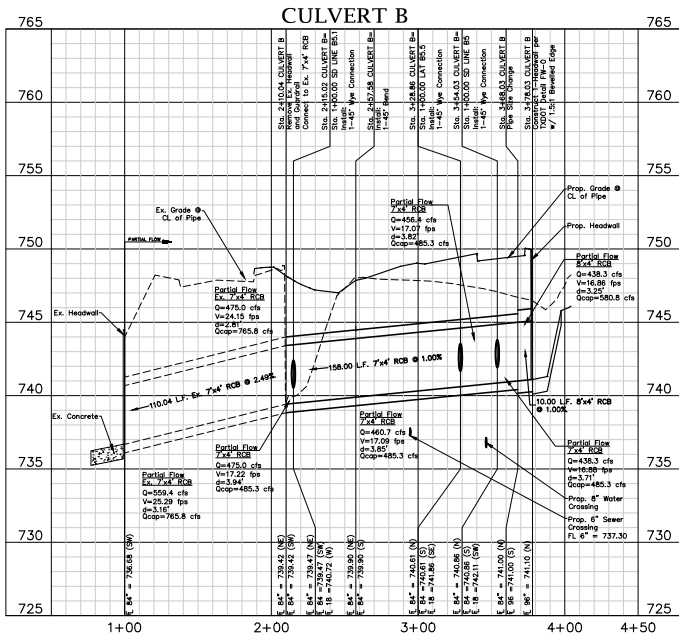
STORM SEWER PLAN
SHERMAN POLICE DEPARTMENT
HEADQUARTERS
HIDELL ASSOCIATES ARCHITECTS
SHERMAN, TEXAS

Sheet No.
C3-3
Project No.
201119



(@ least 72 hours prior to digging)

SHERMAN POLICE DEPARTMENT HEADQUARTERS



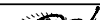
CAUTION!!
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Note:
Existing Utilities Shown Per As-Built Documents. Contractor to Field Verify Location and Depth of All Utilities Prior to Construction and Notify Engineer of any Discrepancies.

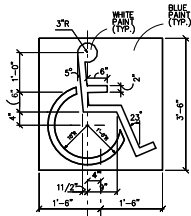
STOP!
CALL BEFORE YOU DIG



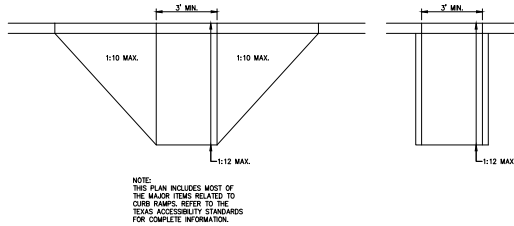
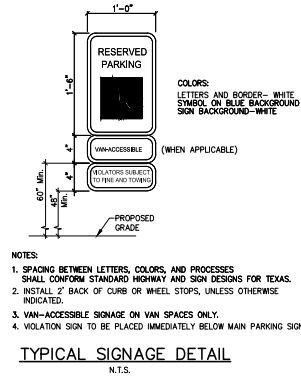
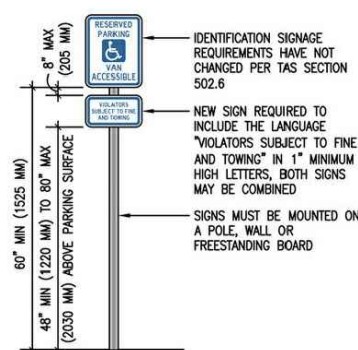
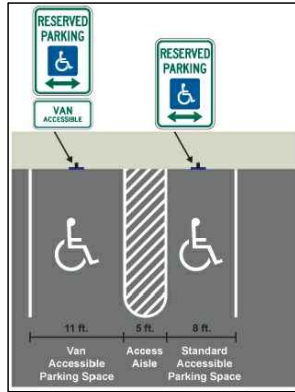
(@ least 72 hours prior to digging)

Issue Dates:	Revision & Date:	CROSS ENGINEERING CONSULTANTS 1120 W. Virginia Street 972.562.4499 McKinney, Texas 75069 Tera P.E., Firm No. 9-903			 11/16/2021	STORM PROFILES		Sheet No.
3 08/23/2021	1					SHERMAN POLICE DEPARTMENT HEADQUARTERS		C3-4
4 08/30/2021	2					HIDELL ASSOCIATES ARCHITECTS		
5 09/29/2021	3					SHERMAN, TEXAS		
6 10/06/2021	4							
7 10/29/2021	5							
8 11/16/2021	6	Drawn By: C.E.C.L.	Checked By: C.E.C.L.	Scale: H: 1"=40'; V: 1"=4'		Project No. 20119		

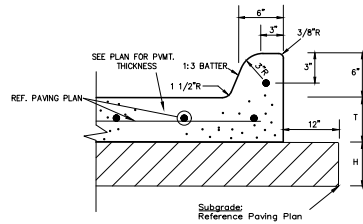
SHERMAN POLICE DEPARTMENT HEADQUARTERS



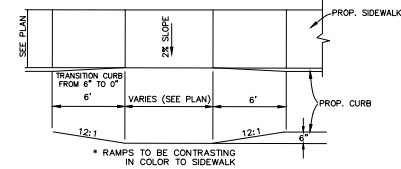
HANDICAP SYMBOL DETAIL
N.T.S.



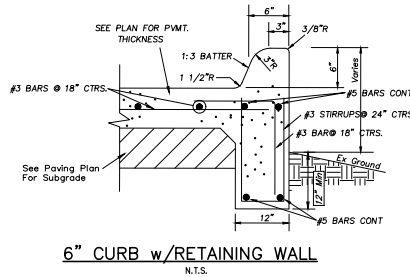
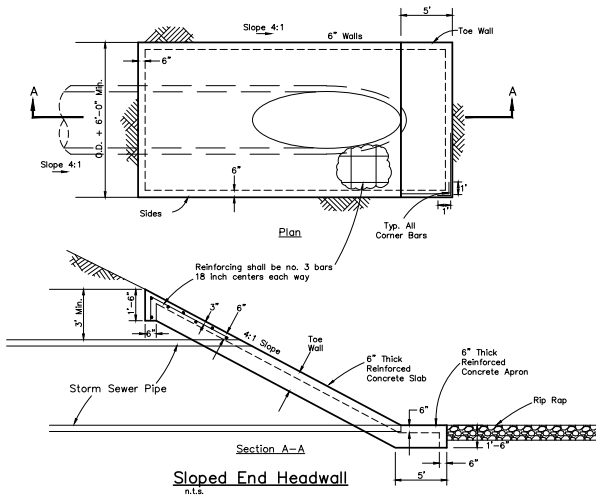
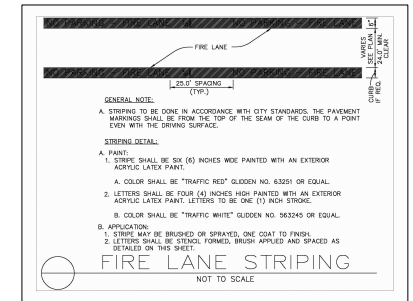
HANDICAP RAMP DETAIL (PRIVATE USE ONLY)
N.T.S.



PAVEMENT SECTION WITH CURB
N.T.S.



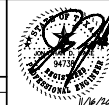
HANDICAP RAMP DETAIL (PRIVATE USE ONLY)
N.T.S.



Issue Dates:	Revision & Date:
3 08/23/2021	1
4 08/30/2021	2
5 09/29/2021	3
6 10/06/2021	4
7 10/29/2021	5
8 11/16/2021	6

CROSS ENGINEERING CONSULTANTS
1120 W. Virginia Street
McKinney, Texas 75069
972.562.4489
Texas P.E. Firm No. F-9038

Drawn By: C.E.C.L. Checked By: C.E.C.L. Scale:



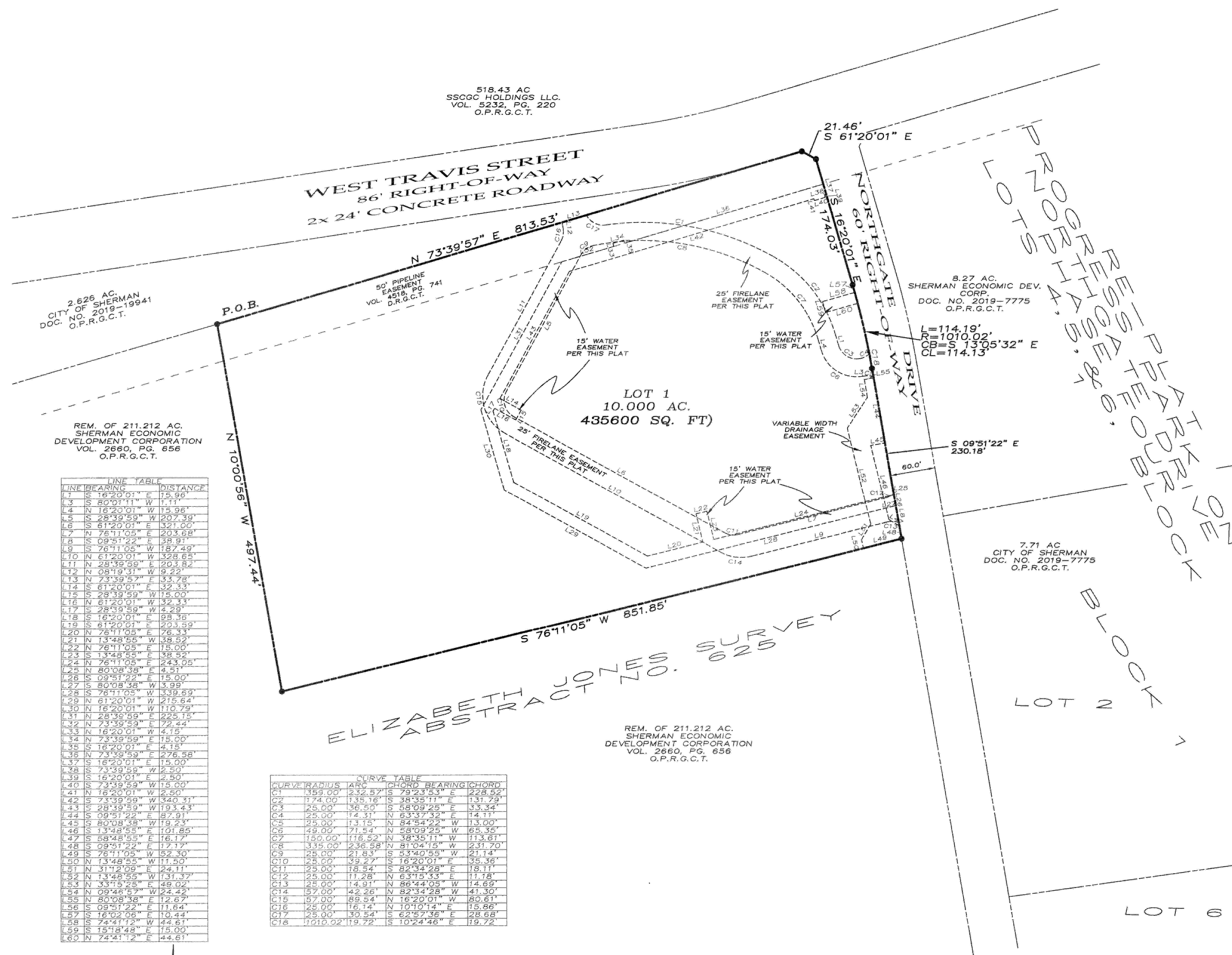
CONSTRUCTION DETAILS
SHERMAN POLICE DEPARTMENT
HEADQUARTERS
HIDELL ASSOCIATES ARCHITECTS
SHERMAN, TEXAS

Sheet No.
C6-1
Project No.
201119

EXHIBIT "B"

Insurance Requirements

- A. Payor agrees to procure and maintain, and shall require all Contractors to procure and maintain, insurance coverages in the kinds and amounts, and with deductibles reasonably acceptable as set forth below:
- (i) Worker's Compensation Insurance, including occupational disease coverage, in accordance with the benefits afforded by the statutory worker's compensation acts applicable to the state, territory or district of hire, supervision or place of accident.
 - (ii) Employer's Liability Insurance in an amount not less than \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit.
 - (iii) Commercial General Liability Insurance with a single limit of liability for bodily injury or property damage of \$1,000,000 per occurrence (\$2,000,000 Aggregate) on ISO Coverage Form CG 00 01 (or equivalent), such coverage to include products/completed operations liability, premises/operations, independent contractors, broad form bodily injury and property damage, personal injury, explosion, blanket contractual liability and sudden and accidental pollution liability.
 - (iv) Business Automobile Liability Insurance covering all owned, non-owned, leased, rented, and hired motor vehicles, including coverage for loading and unloading, used in the performance of this Agreement, with limits of not less than \$1,000,000 combined single limit.
 - (v) Excess Liability Insurance with limits of not less than \$5,000,000 per occurrence and in the aggregate providing additional limits of insurance to the coverage described in subsections ii, iii and iv above.
- B. All required insurance shall:
- (i) except Worker's Compensation or Employer's Liability insurance, name Enterprise, its directors, employees, agents and representatives (collectively, the "Enterprise Indemnified Parties") as an additional insured;
 - (ii) not contain exclusions for claims arising out of the negligence of any Enterprise Indemnified Parties as an additional insured; and
 - (iii) be endorsed as primary and non-contributing to any other insurance policies carried by Enterprise with respect to Payor's operations.
- C. Except where prohibited by law, all policies of insurance pertaining to this Agreement which are procured, held or maintained by Payor or any Contractor, whether required by this Agreement or not, shall be endorsed to provide that the underwriters or insurers waive any and all rights of subrogation against the Enterprise Indemnified Parties.
- D. Payor shall:
- (i) simultaneously with its execution of this Agreement, provide to Enterprise Certificates of Insurance for itself and each of its Contractors on a standard ACORD form signed by an authorized representative evidencing the coverages, limits, endorsements and extensions required herein for Enterprise and each entity required to be named as an additional insured herein; and
 - (ii) deliver, or require to be delivered, to Enterprise a renewal certificate not less than ten (10) days before policy expiration.



FINAL PLAT SHERMAN PD ON WEST TRAVIS ADDITION

Being a all of a 10.0 acre tract of Land in the
Elizabeth Jones Survey, Abstract Number 625.
Being in the City of Sherman, Grayson County,
Texas. Containing 10.00 acres of land

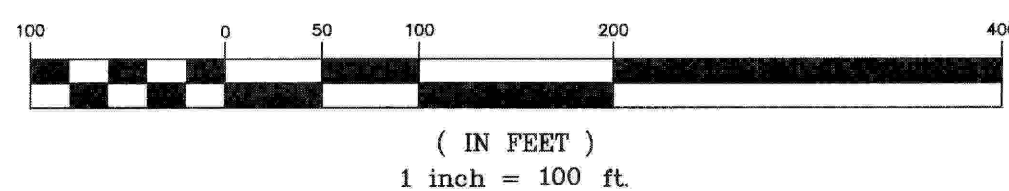
OWNERS/DEVELOPER
CITY OF SHERMAN
220 W. MULBERRY
SHERMAN, TX 75092

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

UNDERWOOD
DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

GRAPHIC SCALE



LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract No. 625, and being all of the same tract of land described as 10.0 acres conveyed to The City of Sherman by deed recorded in Document Number 2020-30104, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at a found 3/4" pipe at the Northwest corner of said 211.212 acre tract

Thence North 73°39'57" East a distance of 1070.54 feet to a set 1/2" steel rod, the True Point-of-Beginning;

Thence North 73°39'57" East, a distance of 813.53 feet to a set 1/2" steel rod;

Thence South 61°20'01" East, a distance of 21.46 feet to a set 1/2" steel rod;

Thence South 16°20'01" East, a distance of 174.03 feet to a set 1/2" steel rod;

Thence with a tangent curve to the right having a radius of 1010.02 feet, (chord bears South 13°05'32" East, a distance of 114.13 feet) an arc length of 114.19 feet to a set 1/2" steel rod;

Thence South 09°51'22" East, a distance of 230.18 feet to a set 1/2" steel rod;

Thence South 76°11'05" West, a distance of 851.85 feet to a set 1/2" steel rod;

Thence North 10°05'56" West, a distance of 497.44 feet to the Point-of-Beginning and containing 10.000 acres of land.

CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, SHERMAN PD ON WEST TRAVIS ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council on the _____ day of _____, 2021, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this _____ day of _____, 2021.

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.

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT I, CITY OF SHERMAN, do hereby adopt this plat designating the hereinabove property as the SHERMAN PD ON WEST TRAVIS 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 _____, 2021.

CITY MANAGER
ROBBY HEFTON

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, ROBBY HEFTON known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

Notary Public in and for
the State of Texas
Commission Expires: _____

ACCEPTANCE

Approved this _____ day of _____, 2021, 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

FINAL PLAT SHERMAN PD ON WEST TRAVIS ADDITION

Being a all of a 10.0 acre tract of Land in the
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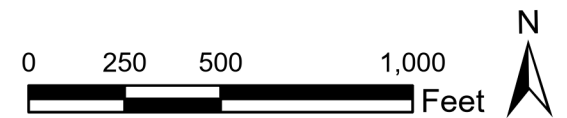
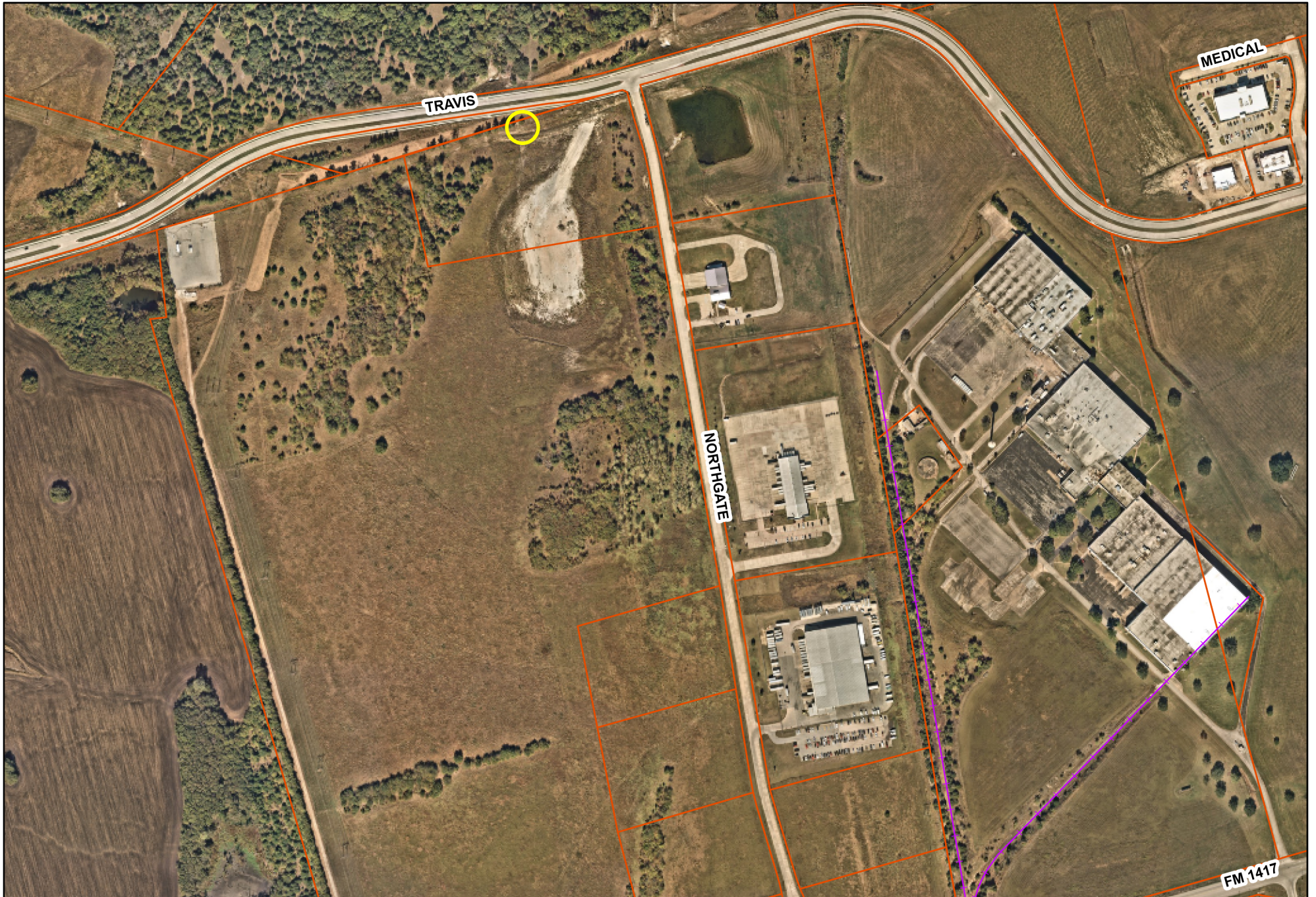
OWNERS/DEVELOPER
CITY OF SHERMAN
220 W. MULBERRY
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SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

UNDERWOOD
DRAFTING & SURVEYING

SHEET 2 OF 2 3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

Sherman PD on West Travis





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 8.

Meeting Date: 12/06/2021

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

***RESOLUTION NO. 6819**

Authorizing the Purchase of a New Single Turner Valve Maintenance Trailer from E.H. Wachs for the Distribution Services Department through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase a new Single Turner Valve Maintenance Trailer from the BuyBoard for use within the Distribution Services Department

Background:

The requested purchase is a new purchase to be used by Distribution Services in the operations and maintenance of valves in the city. The valve trailer allows the operator to open and close valves throughout the distribution system mechanically instead of manually. This is much more efficient process with some of these valves being hundreds of turns to open and close.

Quotes from local vendors were solicited for this purchase.

Origination:

Department of Public Works

Financial Consideration:

The new Maintenance Trailer will be purchased from E.H. Wachs for \$70,068.75 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2021-2022 Distribution Services Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Maintenance Trailer through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6819

E.H. Wachs Quotation

BuyBoard Interlocal Agreement

Product Image

RESOLUTION NO. 6819

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW SINGLE TURNER VALVE MAINTENANCE TRAILER FROM E.H. WACHS FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from E.H. Wachs through the Texas local Government Purchasing Cooperative (BuyBoard) a new Single Turner Valve Maintenance Trailer at a total price of Seventy Thousand and Sixty Eight Dollars and Seventy Five Cents (\$70,068.75). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2021-2022 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of December, 2021.

CITY OF SHERMAN, TEXAS

**BY: _____
DAVID PLYLER, MAYOR**

ATTEST:

**BY: _____
LINDA ASHBY, CITY CLERK**

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

**BY: _____
RYAN D. PITTMAN, CITY ATTORNEY**



Water Utility Products
600 Knightsbridge Pkwy | Lincolnshire IL 60069
T +1 847 537 8800 | F +1 847 520 1147
ehwachs.com

updated
quote

Quotation

Page 1 of 1

TO: **Jayson Risner**
Utilities Superintendent
City of Sherman
805 S East St(waterdept)
100 S. Rusk St.(shipping)
Sherman, TX 75090

Date: 10/26/2021
Quotation Number: JB146281
Payment Terms: Net 30
Shipping Terms: FOB Origin
Valid Through: 1/10/2022
Estimated Delivery: 8 Weeks ARO
Reference: BuyBoard#597-19

E.H. Wachs is pleased to offer the following quotation.

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
1	77-000-36 Standard LX (Gas) – VMT (RH): Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box. Other options available include: Under deck mounted Spare Tire Kit (77-411-00), 2-5/16" Ball Tongue (77-215-01), 45lb Breaker, Mount and 14" Moil Point (08-000-10, 08-405-00 & 08-410-02) or already GPS enabled controller/datalogger, however adding Trimble R2 GNSS receiver (79-412-02) provides capability of submeter to centimeter level positioning accuracy (highest accuracy in real-time with the use of correction sources).	1	EA	68,750.00	1.5%	67,718.75
Subtotal						67,718.75
Motor Freight						2,350.00
Total (USD)						\$70,068.75

Thank you for the opportunity to quote your application needs. If you have any questions or if I may be of any further assistance to you please do not hesitate to notify me.

(SALES TAX!!!!) We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your order.

Jeffrey Brehm
Outside Sales Rep Utility Div.
512-348-0171
jbrehm@ehwachs.com

Sales of E.H. Wachs products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale, found at www.ehwachs.com ("Terms"). Any additional or different terms are hereby rejected. Commencement of work by E.H. Wachs or acceptance of delivery of products by you constitutes your acceptance of the Terms.

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. Term. The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. Termination.
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
 - a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

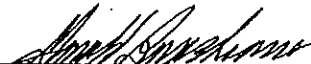
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

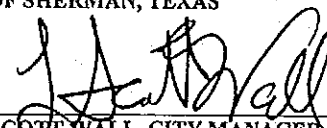
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 9.

Meeting Date: 12/06/2021

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

***RESOLUTION NO. 6820**

Authorizing the Purchase of a New Compact Mini Excavator from Holt Cat for the Distribution Services Department through Sourcewell Purchasing Cooperative

Issue:

To consider approval of a resolution to purchase a new Mini Excavator from Sourcewell for use within the Distribution Services Department

Background:

The requested purchase is a new purchase to be used in the Distribution Services Department. The mini excavator will be used for repairing water and sewer lines, and general utility repairs throughout the city. The "mini" size allows much more flexibility with it's smaller footprint to go in areas larger machines would not otherwise be able to navigate.

Quotes from local vendors were solicited for this purchase.

Origination:

Department of Public Works

Financial Consideration:

The new Mini Excavator will be purchased from Holt Cat for \$66,837.00 through Sourcewell. Funding for this purchase was appropriated in the fiscal year 2021-2022 Distribution Services Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the Mini Excavator through Sourcewell Purchasing Cooperative.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6820

Holt Cat Quote

Sourcewell Purchasing Agreement

Mini Excavator

RESOLUTION NO. 6820

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW COMPACT MINI EXCAVATOR FROM HOLT CAT FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH SOURCEWELL PURCHASING COOPERATIVE; 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 Holt Cat through Sourcewell Purchasing Cooperative a new Compact Mini Excavator at a total price of Sixty Six Thousand and Eight Hundred Thirty Seven Dollars and (\$66,837.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2021-2022 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN on this the 6th day of December, 2021.

CITY OF SHERMAN, TEXAS

**BY: _____
DAVID PLYLER, MAYOR**

ATTEST:

**BY: _____
LINDA ASHBY, CITY CLERK**

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

**BY: _____
RYAN D. PITTMAN, CITY ATTORNEY**



DATE: November 2, 2021
QUOTE #:290211-01

CITY OF SHERMAN
JASON RISNER
PO BOX 1106
SHERMAN, TEXAS 75091-1106

Brent Pemberton
817.219.6187

updated Price

*Rev.
11-12-21*

One (1) New Caterpillar Inc Model: 305 Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

SALE PRICE

\$66,837

Quote Through Sourcewell Contract 032119 – Member 45027

WARRANTY

Standard Warranty: 24 Month/2000 Hour Total Machine Limited Warranty

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
QP3/CAB/LNG STK/STR BL/RADIO	610-5461
STICK, LONG, WITH 1ST AUX	596-7594
LINES, BOOM	527-7611
LINES, STICK	584-3653
TRACK, 16", RUBBER BELT	527-7627
LIGHTS, STANDARD	579-8867
MONITOR NEXT GEN, CAMERA READY (No Camera Included)	579-8876
RADIO, BT/USB/AUX/MIC (Radio am/fm/Bluetooth)	579-8873
PRODUCT LINK, CELLULAR PL243	579-8889
CAT KEY, WITH PASSCODE OPTION	522-6460
COUNTERWEIGHT, STANDARD	576-9149
BLADE, STD, BOCE (Straight Blade – no angle)	597-0753
LIGHTS, LED, REAR	579-8870
REAR MIRROR, CAB	601-7747
MIRROR, CAB, RIGHT	428-7870
BELT, SEAT, 3" RETRACTABLE	510-6085
BUCKET-HD, 18", 3.1 FT3, 5T	464-9909

STANDARD EQUIPMENT

POWERTRAIN

Cat C1.7T diesel engine
-U.S. EPA tier 4 final
-EU stage V
-ISO 9249/EEC 80/1270
-Rated net power 34.1kW
-2,400 rpm - ISO 9249/EEC 80/1269

Automatic engine idle
Automatic engine shut-off
Automatic swing brake
Automatic two speed travel
Fuel and water separator with indicator
Radial seal, double element air filter



Official
CERTIFICATE OF MEMBERSHIP

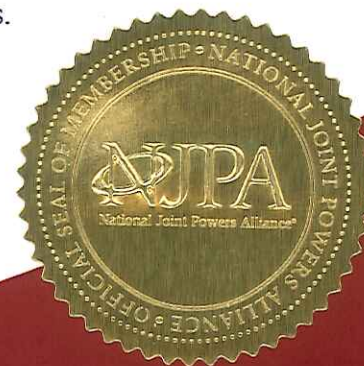
City of Sherman

Member # 2,440

This certificate entitles the entity named above the opportunity to purchase off of nationally, competitively bid contracts. The entity will save time by using pre-bid contracts, save money by leveraged volume pricing and obtain quality products from nationally acclaimed vendors.

A handwritten signature in black ink, appearing to read "Duff Erholtz", is written over a horizontal line.

Duff Erholtz, Membership Manager



Competitively Bid National Cooperative Contract Solutions





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 10.

Meeting Date: 12/06/2021

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

***RESOLUTION NO. 6821**

Authorizing the Purchase of a New International MV607 Dump Truck from Southwest International for the Distribution Services Department through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase a new International MV607 Dump Truck from the BuyBoard for use within the Distribution Services Department

Background:

The requested purchase is to replace Unit 551 a 2000 GMC Dump Truck. This purchase will allow Distribution Services to haul spoil and material, to and from job sites while containing the material with little to no spillage.

Quotes from local vendors were solicited for this purchase.

Origination:

Department of Public Works

Financial Consideration:

The new International Dump Truck will be purchased from Southwest International for \$96,134.00 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2021-2022 Distribution Services Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new International Dump Truck through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6821

Southwest International Quote

BuyBoard Interlocal Agreement

RESOLUTION NO. 6821

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW INTERNATIONAL MV607 DUMP TRUCK FROM SOUTHWEST INTERNATIONAL FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Southwest International through the Texas Local Government Purchasing Cooperative (Buyboard) a new International MV607 Dump Truck at a total price of Ninety Six Thousand and One Hundred Thirty Four Dollars and No Cents (\$96,134.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2021-2022 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of December, 2021.

CITY OF SHERMAN, TEXAS

**BY: _____
DAVID PLYLER, MAYOR**

ATTEST:

**BY: _____
LINDA ASHBY, CITY CLERK**

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

**BY: _____
RYAN D. PITTMAN, CITY ATTORNEY**

Texas Local Government Purchasing Cooperative
The Buy Board

PRICING WORKSHEET

Buying Agency: City of Sherman		Date Prepared 11/4/2021	
Southwest International Trucks		Contract 601-19	
Product Description: 2023 International MV607			
33,000 GVWR 5-6 yd dump		MV607 4x2 is base price	
Contact Person:	Item: Base Chassis Bid	\$	59,310.60
B: Options Option cost is 80% of MSRP			
Two front tow hooks	67.20	Engine control remote mounted	48.00
120,000 PSI Frame rails with license plate holder	704.80	Allison 2500 RDS transmission 6 speed	4,103.20
Front bumper extension	40.00	Synthetic transmission oil	120.80
12,000 Lb. front axle and suspension	413.60	21,000 Lb. rear axle and suspension	503.20
2 air tanks mounted under battery box with drain valve	64.00	Rear axle lube	158.40
Air brake ABS	1,085.60	Fuel/water separator mounted under hood	40.00
Air dryer and mounting	360.00	50 gallon aluminum fuel tank	80.00
MGM brake chambers	120.00	Heater shut off valve/ silicone heater hoses	173.60
Front and rear slack adjusters	76.80	Factory installed air conditioner	738.40
Front and rear dust shields for brakes	84.00	Interior grab handles/ Gauges in dash	338.40
S-cam air brakes	80.00	Air ride driver's seat/two man passenger's seat	553.60
Tilting steering column	100.00	Exterior grab handle/ Air ride cab suspension	527.20
Sheppard M100 steering gear	96.00	C-loop heated mirrors and hood mirrors	275.20
Dana Spicer driveline system	76.80	Orange seat belts/ arm rests	56.80
Horizontal exhaust system	928.80	Hose clamps for heater hoses	20.00
Body bulder wiring to back of cab	80.00	PTO hour meter	110.40
3 batteries 1980 CCA with battery box	224.00	Fresh air filter	60.80
Battery disconnect switch/ Back up alarm	236.80	Spare wheels from factory	180.80
AM/FM Radio with speakers	332.80	Steel front and rear wheels	120.80
LED turn signals / Air horn	232.80	11R22.5 Goodyear Endurance RSA tires	\$1,228.80
Jump start stud/ Battery indicator light	\$181.60	Factory Surcharge	\$1,750.00
Clearance LED lights and Test switch	\$89.60		
Additional power source and USB ports	\$104.00		
Mud flaps for front wheels	\$60.80		
Cummins B6.7 engine 240HP/560 torque	\$1,440.00		
Subtotal Column 1:	\$ 7,280.00	Subtotal Column 2:	\$11,188.40
Total Options		\$	18,468.40
CHASSIS WITH FACTORY OPTIONS			\$ 77,779.00
TOTAL BODY PRICE			17,605.00

See attached body spec sheet
Warren Quote # 12250

Additional Options:			
Buy Board Fee			400.00
Transportation			0.00
DOT Inspection with Fire Extinguisher and Road Flare Kit			350.00
TOTAL BUY BOARD PRICE			\$96,134.00

Calvin Lewis	
Southwest International Trucks-McKinney.	PRICING FOR ONE OR MORE UNITS
McKinney, Texas 75070	
Fax# 972-629-3601	
Office# 972-629-3608	Price is good as of 11/4/21. Price is subject to further surcharges from
E-mail Address: calvin.lewis@swit-tx.com	manufacturer. Lead times will vary depending on factory conditons.

To purchase this unit, please issue a purchase order to Southwest International Trucks, Inc. and send it to the Buy Board.
We will order your truck when we receive notification from the Buy Board of your purchase order.

Thank you,
Calvin Lewis

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. Term. The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. Termination.
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
 - a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

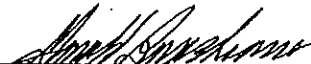
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

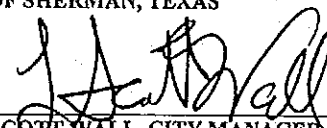
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 11.

Meeting Date: 12/06/2021

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

***RESOLUTION NO. 6822**

Authorizing the Purchase of a new 2022 Ford F250 Crew Cab 4x4 from Silsbee Ford for the Distribution Services Department through TIPS

Issue:

To consider approval of a resolution to purchase a new Ford F250 Crew Cab Pickup from TIPS for use within the Distribution Services Department.

Background:

The requested purchase is to replace Unit 509 (a 2001 Dodge 3/4 ton Pickup). This unit will be used to transport workers and materials, tools and equipment to the job locations throughout the city. Quotes from local vendors were solicited for this purchase.

Origination:

Department of Public Works

Financial Consideration:

The new Ford F250 Crew Cab will be purchased from Silsbee Ford for \$52,382.00 through TIPS. Funding for this purchase was appropriated in the fiscal year 2021-2022 Distribution Services Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Ford F250 Crew Cab through TIPS.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6822

Silsbee Ford Ford F250 Quote

TIPS Interlocal Agreement

RESOLUTION NO. 6822

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2022 FORD F250 CREW CAB 4X4 FROM SILSBEE FORD FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH TIPS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Silsbee Ford through TIPS a new Ford F250 Crew Cab 4x4 at a total price of Fifty Two Thousand and Three Hundred Eighty Two Dollars (\$52,382.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2021-2022 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN on this the 6th day of December, 2021.

CITY OF SHERMAN, TEXAS

**BY: _____
DAVID PLYLER, MAYOR**

ATTEST:

**BY: _____
LINDA ASHBY, CITY CLERK**

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

**BY: _____
RYAN D. PITTMAN, CITY ATTORNEY**



Updated quote
11-22-21

PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF SHERMAN

Prepared by: JARROD RUNNELS

Contact: JASON RISNER

Phone: 409-895-3858

Email: jaysonr@cityofsherman.com

Email: fleetsales@outlook.com

Product Description: FORD F250 CREW CAB

Date: November 10, 2021

A. Bid Item: W2A A. Base Price: \$ 33,371.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
				2022 FORD CREW CAB 4x4	
52B	TRAILER BRAKE CONTROLLER	\$ 270.00		6.2L V8 GASOLINE ENGINE	\$ -
90L	POWER WINDOWS AND LOCKS	\$ 1,125.00		6 SPD AUTO TRANS	
18B	RUNNING BOARDS	\$ 445.00		STANDARD AM/FM RADIO W BLUETOOTH	
TBM	ALL TERRAIN TIRES	\$ 165.00		8' BED	
	TOW HOOKS	INC		PAINTED STEEL WHEELS	
X3E	3.73 E LOCKING AXLE	\$ 390.00	67D	200/240 AMP ALTERNATOR	\$ 165.00
17F	XL DECOR (CHROME BUMPER)	\$ 220.00			

Total of B. Published Options: \$ 2,780.00

Published Option Discount (5%) \$ (139.00)

C. Unpublished Options

Description	Bid Price	Options	Bid Price
READING SERVICE BODY WITH TOP OPENING	\$ 9,870.00		
LIFTGATE FOR SERVICE BODY	\$ 3,870.00		
TRAILER HITCH FOR LIFTGATE	\$ 465.00		
4x4 UPGRADE	\$ 1,710.00		
SPARE TIRE	\$ -		

Total of C. Unpublished Options: \$ 15,915.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: \$

G. Additional Delivery Charge: 260 \$ 455.00

H. Subtotal: \$ 52,382.00

I. Quantity Ordered 1 x H = \$ 52,382.00

J. Trade in: \$ -

K. \$

L. Total Purchase Price \$ 52,382.00

INTERLOCAL AGREEMENT
Region VIII Education Service Center
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

City of Sherman
TEXAS PUBLIC ENTITY

TX 991667
Control Number (TIPS will Assign)

Region VIII Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. In addition, authority is granted under Texas Government Code §§ 791.001 *et seq* as amended to enter into Interlocal agreements with said educational entities, as well as, other governmental entities and political subdivisions of Texas and other States. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective JUNE 7, 2017 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:

1. Provide for the organizational structure of the program.
2. Provide staff for efficient operation of the program.
3. Promote marketing of the TIPS Program.
4. Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
5. Provide members with procedures for placing orders through TIPS PO System.
6. Maintain filing system for Due Diligence Documentation.

Role of the Public Entity:

1. Commit to participate in the program by an authorized signature on membership forms.
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.

4. Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

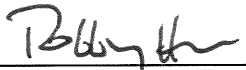
Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public agencies.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public Member Entity:

City of Sherman
Entity Name

By: 
Authorized Signature

Title: Robby Hefton – City Manager

June 7, 2017
Date

Purchasing Cooperative Lead Agency:

Region VIII Education Service Center

By: 
Authorized Signature

Title: Executive Director Region VIII ESC

JUNE 7, 2017
Date

Public Entity Contact Information

Craig Long
Primary Purchasing Person Name

405 N. Rusk
Street Address

Sherman, Texas 75091
City, State Zip

903-892-7215
Telephone Number

903-891-0255
Fax Number

craigl@ci.sherman.tx.us
Primary Person Email Address

Tammy Davis
Secondary Person Name

tammyd@ci.sherman.tx.us
Secondary Person Email Address

If your entity does not require you to have an Interlocal Agreement, please go to the TIPS website under Membership and take advantage of online registration. The states of Texas and Arizona **do** require all entities to have an Interlocal Agreement. Other States or governmental jurisdictions may require an Interlocal agreement as well and you are advised to consult your legal counsel to determine the requirements for your entity. Email completed Interlocal Agreement to tips@tips-usa.com.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 12.

Meeting Date: 12/06/2021

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

***RESOLUTION NO. 6823**

Authorizing the Purchase of a New Rovver X Sewer Camera from EnviroSight for the Distribution Services Department through the Texas Local Government Purchasing Cooperative (BuyBoard)

Issue:

To consider approval of a resolution to purchase a new Rovver X Sewer Camera from the BuyBoard for use within the Distribution Services Department

Background:

The purchase of the new Rovver X Sewer Camera will allow the Distribution Services Department the ability to video inside the city's sewer mains to see the condition of the mains. The camera will be used for preventative maintenance and to identify any problems in the sewer mains. The Distribution Services Department previously has not had a sewer camera with this capability.

Origination:

Department of Public Works

Financial Consideration:

The new Rovver X Sewer Camera will be purchased from EnviroSight for \$66,454.00 through the BuyBoard. Funding for this purchase was appropriated in the fiscal 2021-2022 Distribution Services Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Rovver X Sewer Camera through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6823

Envirosight Camera Quotation

BuyBoard Interlocal Agreement

Rover X

RESOLUTION NO. 6823

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW ROVVER X SEWER CAMERA FROM ENVIROSIGHT FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Envirosight through the Texas Local Government Purchasing Cooperative (BuyBoard) a new Rovver X Sewer Camera at a total price of Sixty Six Thousand and Four Hundred Fifty Four Dollars and No Cents (\$66,454.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2021-2022 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN on this the 6th day of December, 2021.

CITY OF SHERMAN, TEXAS

**BY: _____
DAVID PLYLER, MAYOR**

ATTEST:

**BY: _____
LINDA ASHBY, CITY CLERK**

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

**BY: _____
RYAN D. PITTMAN, CITY ATTORNEY**

*updated
quote*

Sherman, Texas

to: Jayson Risner, City of Sherman
address: Sherman, Texas
re: Buy Board Contract # 577-18
date: Oct 6, 2021



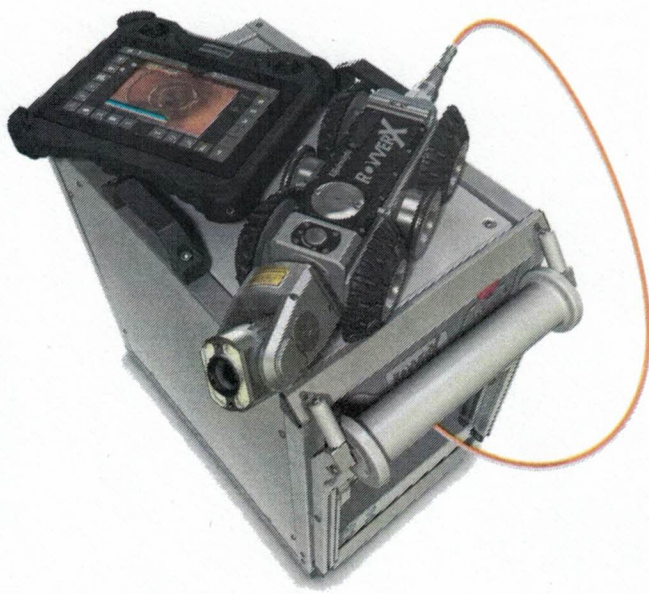
Envirosight

sewer inspection technology

Solution Overview: ROVVER X

The one crawler system that makes inspecting pipes simple for beginners, while delivering the capability and productivity larger operations demand.

- Steerable 6-wheel drive
- Modular design for versatility
- Auto-updating controls with self-diagnostics
- Lateral launch, side-scan and laser options
- WinCan VX software included



technical details attached



Deliverables & Pricing

Envirosight

sewer inspection technology

qty	part no.	item	amount	Subtotal
1	E -RX-SYS-PORTABLE-21	Rovver X Portable System System includes VC500 Controller with Visior™ Report Software installed, RM200 Manual Cable Reel with 200M (660ft) cable, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter, RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	\$63,750	\$63,750
				
2	E -080-0709-00	Small Aggressive Wheel QC Quick Change Small Aggressive Wheel D85x18 / d12	\$455	\$910
				
2	E -080-0705-00	Small Grease Wheel QC QuickChange Small Grease Wheel RX1 D85 x 18 / d12	\$275	\$550
				
1	E-000-0035-00	Top Manhole Cable Roller for RVX Top Manhole Cable Roller for RVX	\$424	\$424

ENrosight

sewer inspection technology

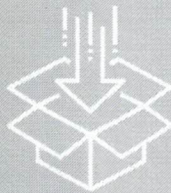


1	E -000-0036-00	Tyger Tail	\$70	\$70
		Tyger Tail 2" for manhole bottom cable RVX		



1		Shipping	\$750	\$750
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total: **\$66,454**



projected delivery: **[projected date]**

FOB: **[FOB]**

terms: **[terms]**

subject to terms and conditions listed on next page

Envirosight

sewer inspection technology

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. Term. The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. Termination.
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
 - a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

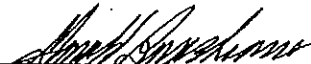
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

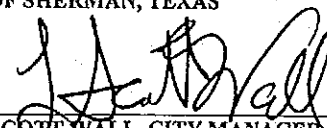
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 13.

Meeting Date: 12/06/2021

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

***RESOLUTION NO. 6824**

Authorizing the Purchase of a New Kubota Skid Steer from Zimmerer Kubota for the Distribution Services Department through the Texas Local Government Purchasing Cooperative (BuyBoard).

Issue:

To consider approval of a resolution to purchase a new Skid Steer from the BuyBoard for use within the Distribution Services Department.

Background:

The requested purchase is replacing unit 560 (a 2005 Case Skid Steer). It will be used by the Distribution Services Department in various situations daily during the maintenance and repair of water and sewer lines throughout the city.

Quotes from local vendors were solicited for this purchase.

Origination:

Department of Public Works

Financial Consideration:

The new Kubota Skid Steer will be purchased from Zimmerer Kubota for \$62,527.00 through the BuyBoard. Funding for this purchase was appropriated in the fiscal year 2021-2022 Distribution Services Department budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Kubota Skid Steer through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6824

Zimmerer Kubota Skid Steer Quote

BuyBoard Interlocal Agreement

RESOLUTION NO. 6824

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW KUBOTA SKID STEER FROM ZIMMERER KUBOTA FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Zimmerer Kubota through the Texas Local Government Purchasing Cooperative (BuyBoard) a new Skid Steer at a total price of Sixty Two Thousand and Five Hundred Twenty Seven Dollars (\$62,527.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2021-2022 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of December, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



Contract Numbers:

CE - #597-19

GM - #611-20

SVL97-2HC WEB QUOTE #2202643

Date: 11/16/2021 2:53:05 PM

-- Customer Information --

Risner, Jayson

City of Sherman

jaysonr@cityofsherman.com

903-814-7291

Quote Provided By

Zimmerer Kubota & Equipment, Inc.

Steve Lee

5165 Mark IV Parkway

Ft. Worth, TX 76106

email: stevel@zkmail.com

phone: 8172816143

-- Standard Features --

-- Custom Options --

**Kubota**

S Series

SVL97-2HC

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Final Tier 4 Certified Kubota Diesel Engine
Electronic Travel Torque Management System
Vertical Lift Path Loader Frame
Standard Front Quick Coupler, Float Standard
Hydraulic Quick Coupler Option
Loader Arm Self-Leveling
Loader Boom Lock
Open ROPS/FOPS
Optional enclosed and pressurized cab with A/C
High Back, Adjustable, Vinyl, Suspension Seat
2" Retractable Seat Belt And 2-Piece Seat Bar
23.1 gpm Auxiliary Hydraulics Standard, 40.0 gpm Option
Case Drain Line
Rigid Mounted Undercarriage, 5 Lower Track Rollers
High Grip Rubber Tracks, 17.7" Standard
Two Speed Travel System
Automatic Wet Disk Parking Brake
Kubota 4 Hydraulic Pump Load Sensing System
2 Variable Displacement Pumps
Rearview Camera
KubotaNOW Telematics
Lockable DEF Cap Guard
Hydraulic Joystick Controls
ISO Operating Pattern
Dial Knob and Foot Throttle Controls
Stall Guard Engine Controls
Automatic Glow Plugs
Key Switch Stop System
Self Bleed Fuel System
2 Front and 2 Rear Working Lights
Hour Meter, Engine Temperature, DEF, and Fuel Gauges and Warning Lights
Lockable DEF Tank Cap
Lockable Fuel Cap
Radio Ready on Enclosed Cabs

BASIC UNITS

SVL97-2S, 17.7" Rubber Tracks,
Open ROPS/FOPS Cab
Quick Coupler

OPERATIONAL**DIMENSIONS**

Operating Weight*, SVL97-2s,
17.7" Rubber Tracks, Open
ROPS/FOPS Cab,
Mechanical Quick Coupler 11,299
lbs.
Rated Operating Capacity (ROC)
@ 35%
of Tipping Load complies with ISO
14397-1
and SAE J 818) 3,200 lbs.
Rated Operating Capacity (ROC)
@ 50%
of Tipping Load 4,572 lbs.
Tipping Load 9,143 lbs.
Auxiliary Hydraulics Flow 24 / 40.0
gpm
Travel Speed (Low / High) 5.0 / 7.3
mph
Reach @ Maximum Height 40.7"
Height to Hinge Pin 128.6"
Ground Pressure 4.5 psi.
Traction Force 12,178 lbf.

* Includes operator's weight, 175
lbs.

ENGINE

V3800-Tier 4 Kubota Final Tier 4
Diesel Engine
4 Cylinder, 4 Cycle, Turbo Charged
96.0 Gross HP @ 2400 rpm

DIMENSIONS

Cab Height 83.4"
Width (without attachment) 77.2"
Length (without attachment) 123.5"
Length of Track on Ground 65.6"

SVL97-2HC Base Price: \$78,952.00

(1) SVL REAR VIEW CAMERA KIT inc.
S6780-SVL REAR VIEW CAMERA KIT

(1) SVL TELEMATICS HARNESS inc.
S6702-SVL TELEMATICS HARNESS

(1) KubotaNOW TELEMATICS MODEM inc.
DCU6700-KubotaNOW TELEMATICS MODEM

(1) 80" HEAVY DUTY HIGH CAPACITY BUCKET \$1,948.00
(25 CU-FT) W/CUTTING EDGE
AP-HD80HC-80" HEAVY DUTY HIGH CAPACITY BUCKET (25
CU-FT) W/CUTTING EDGE

Configured Price: \$80,900.00

BUY BOARD Discount: (\$19,416.00)

SUBTOTAL: \$61,484.00

Dealer Assembly: \$0.00

Freight Cost: \$665.00

PDI: \$378.00

Total Unit Price: \$62,527.00

Quantity Ordered: 1

Final Sales Price: \$62,527.00

**Purchase Order Must Reflect
the Final Sales Price**

**To order equipment – purchase orders must be made out and
returned to:**

Kubota Tractor Corporation

Attn: National Accounts

1000 Kubota Drive

Grapevine, TX 76051

or email NA.Support@kubota.com

or call 817-756-1171 or fax 844-582-1581

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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198.143.57.15

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YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. Term. The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. Termination.
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
 - a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

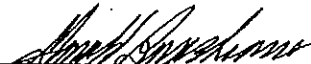
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

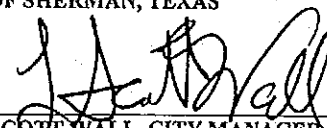
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 14.

Meeting Date: 12/06/2021

Prepared By: Danny Jones, Fire Chief

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6825**

Authorizing the Purchase of Two (2) 2022 Ford F150 Crew Cab Trucks for the Sherman Fire Department and the Emergency Management Department for Silsbee Ford Through the TIPS Purchasing Cooperative

Issue:

To consider approval of a resolution to purchase Two (2) 2022 Ford F150 Crew Cab Trucks from Silsbee Ford for use within the Sherman Fire Department and Sherman Emergency Management through the TIPS purchasing cooperative.

Background:

The Sherman Fire Department and the City of Sherman Emergency Management Division, has budgeted for the purchase of two (2) 2022 Ford F150 trucks in fiscal year (FY) 2021-2022. The total estimated cost for the purchase of these two (2) vehicles is \$73,120.00.

TIPS is a purchasing cooperative that provides services under Texas Government Code Chapter 791 to participating school districts, cities, counties, and other state agencies and political subdivisions. Contracts procured through TIPS fulfill the City's legal procurement requirements.

Quotes from local vendors were solicited for this purchase.

Origination:

Fire Chief Danny Jones

Financial Consideration:

Funds for this purchase were approved in the FY 2021-2022 budget.

Staff Recommendation:

Staff recommends that the City Council authorize the purchase of two (2) Ford F150 Trucks.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6825

Pricing Summary

TIPS Agreement

RESOLUTION NO. 6825

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF TWO (2) 2022 FORD F150 CREW CAB TRUCKS FOR THE SHERMAN FIRE DEPARTMENT AND THE EMERGENCY MANAGEMENT DEPARTMENT FROM SILSBEE FORD THROUGH THE TIPS PURCHASING COOPERATIVE; 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 Silsbee Ford, through the TIPS Purchasing Cooperative, two (2) 2022 Ford F150 Crew Cab Trucks for the Sherman Fire Department and the Emergency Management Department at a total price of Seventy-Three Thousand One Hundred Twenty Dollars and Zero Cents (\$73,120.00), in accordance with the provisions of the proposal and terms and conditions of the Interlocal Participation Agreement, both attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2021-2022 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of December, 2021.

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



PRODUCT PRICING SUMMARY

TIPS USA 200206 TRANSPORTATION VEHICLES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF SHERMAN MEMBER# TX991667

Prepared by: JARROD RUNNELS

Contact: TOM BROWN

Phone: 409-895-3858/ 409-749-9556

Email: 903-892-7343 / tomb@cityofsherman.com

Email: fleetsales@outlook.com

Product Description: FORD F150 CREW CAB

Date: November 2, 2021

A. Bid Item: W1C **A. Base Price:** \$ 26,123.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
		\$ -			
				2022 FORD F150 CREW CAB	
			995	5.0L V8 GAS ENGINE	\$ 1,895.00
				10 SPD TRANS	
101A	XL MID SERIES 4X4 UPGRADE	\$ 4,460.00		1- OXFORD WHITE, 1 RACE RED	
	POWER WINDOWS/LOCKS/MIRRORS		GB	40/20/40 CLOTH SEATING	\$ -
	CRUISE CONTROL/REVERSE SENSING		XL3	3.31 LMT SLIP	\$ 420.00
	RUBBER FLOORS		19S	STX PACKAGE	\$ 1,780.00
53B	RECEIVER HITCH	\$ 205.00		SYNC 4, REAR DEFROSTER	
Total of B. Published Options:					\$ 8,760.00

Published Option Discount (5%) \$ (438.00)

C. Unpublished Options

Description	Bid Price	Options	Bid Price
413 SKID PLATES	\$ 160.00		
595 FOG LAMPS	\$ -		
642 MAGNETIC MET ALUMINUM WHEELS	\$ 1,225.00		
67T TRAILER BRAKE CONTROLLER	\$ 275.00		
T2P 275/60R20 AT	\$ -		
Total of C. Unpublished Options:			\$ 1,660.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: \$ -

G. Additional Delivery Charge: 260 miles \$ 455.00

H. Subtotal: \$ 36,560.00

I. Quantity Ordered 2 **x H =** \$ 73,120.00

J. Trade in: \$ -

K. Total Purchase Price \$ 73,120.00

INTERLOCAL AGREEMENT
Region VIII Education Service Center
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

City of Sherman
TEXAS PUBLIC ENTITY

Control Number (TIPS will Assign)

Region VIII Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. In addition, authority is granted under Texas Government Code §§ 791.001 *et seq* as amended to enter into Interlocal agreements with said educational entities, as well as, other governmental entities and political subdivisions of Texas and other States. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective _____ and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:

1. Provide for the organizational structure of the program.
2. Provide staff for efficient operation of the program.
3. Promote marketing of the TIPS Program.
4. Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
5. Provide members with procedures for placing orders through TIPS PO System.
6. Maintain filing system for Due Diligence Documentation.

Role of the Public Entity:

1. Commit to participate in the program by an authorized signature on membership forms.
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.

4. Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public agencies.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public Member Entity:

Purchasing Cooperative Lead Agency:

City of Sherman
Entity Name

Region VIII Education Service Center

By: _____
Authorized Signature

By: _____
Authorized Signature

Title: Robby Hefton – City Manager

Title: Executive Director Region VIII ESC

Date

Date

Public Entity Contact Information

Craig Long
Primary Purchasing Person Name

405 N. Rusk
Street Address

Sherman, Texas 75091
City, State Zip

903-892-7215
Telephone Number

903-891-0255
Fax Number

craigl@ci.sherman.tx.us
Primary Person Email Address

Tammy Davis
Secondary Person Name

tammyd@ci.sherman.tx.us
Secondary Person Email Address

If your entity does not require you to have an Interlocal Agreement, please go to the TIPS website under Membership and take advantage of online registration. The states of Texas and Arizona **do** require all entities to have an Interlocal Agreement. Other States or governmental jurisdictions may require an Interlocal agreement as well and you are advised to consult your legal counsel to determine the requirements for your entity. Email completed Interlocal Agreement to tips@tips-usa.com.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 15.

Meeting Date: 12/06/2021

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

***RESOLUTION NO. 6826**

Authorizing Execution of an Interlocal Agreement with the City of Southlake for Potential Savings in Purchasing Various Goods and Services

Issue:

Authorizing the execution of an Interlocal Agreement with the City of Southlake for the opportunity for potential savings when procuring various goods and services.

Background:

By entering into an Interlocal Agreement with the City of Southlake, the City of Sherman will have the opportunity to realize competitively bid pricing for various goods and services purchased under present and future purchasing arrangements, competitive bids, proposals, and contracts.

Chapter 791 of the Texas Local Government Code statutorily authorizes local governments to enter into Interlocal Agreements, which allows the local government to purchase from a contract currently existing between another local government and a vendor. This Interlocal Agreement fully satisfies the statutory competitive bid requirements.

Origination:

Finance Department

Financial Consideration:

Budgeted funds will be used for related purchases.

Staff Recommendation:

Staff recommends that the City Council authorize execution of an Interlocal Agreement between the City of Sherman and the City of Southlake.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6826
Interlocal Agreement

RESOLUTION NO. 6826

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF SOUTHLAKE FOR POTENTIAL SAVINGS IN PURCHASING VARIOUS GOODS AND SERVICES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Interlocal Agreement with the City of Southlake to for potential savings in purchasing various goods and services in accordance with the terms and provisions of the contract documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 6th day of December, 2021.

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 PITTMAN, CITY ATTORNEY

INTERLOCAL AGREEMENT

This agreement made and entered into this 19 day of October, 2021, by and between the CITY OF SOUTHLAKE (hereinafter called "SOUTHLAKE") and the CITY OF SHERMAN, TEXAS (hereinafter called "SHERMAN") each acting by and through its duly authorized officials:

WHEREAS, SOUTHLAKE and SHERMAN are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, SOUTHLAKE and SHERMAN wish to enter into an Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which SOUTHLAKE and SHERMAN may purchase various goods and services commonly utilized by each entity;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of SOUTHLAKE and SHERMAN through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, SOUTHLAKE and SHERMAN have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; SOUTHLAKE and SHERMAN agree as follows:

1. SOUTHLAKE and SHERMAN may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may participate in and purchase goods and services from vendors under each others present and future purchasing arrangements, bids, proposals and contracts;
2. SOUTHLAKE and SHERMAN shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. SOUTHLAKE and SHERMAN shall each make their respective payments from current revenues available to the paying party;
3. The Agreement shall be in full force and effect until terminated by either party;
4. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating entity(ies);
5. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto;
6. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

EXECUTED hereto on the day and year first above written.

CITY OF SOUTHLAKE

CITY OF SHERMAN

ST Shana Yelverton
Shana Yelverton, City Manager

Mayor (Or Authorized Designee)

ATTEST:

Amy Shelley
City Secretary

City Secretary

APPROVED AS TO FORM:

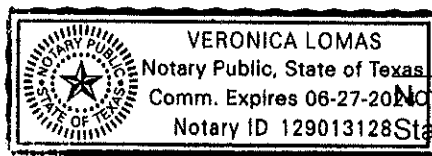
E. C. [Signature]
City Attorney

Attorney

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 19 day of October, 2021,
by Shana Yelverton of the **CITY OF SOUTHLAKE, TEXAS**, a home-rule
municipal corporation, on behalf of such corporation.



V. Lomas

STATE OF TEXAS §

COUNTY OF GRAYSON §

This instrument was acknowledged before me on the _____ day of _____, 2021,
by _____ of the **CITY OF SHERMAN, TEXAS**, a home-rule
municipal corporation, on behalf of such corporation.

Notary Public in and for the
State of Texas



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 1.

Meeting Date: 12/06/2021

Prepared By: Jim Cross, Water Systems Manager

Approved By: Robby Hefton, City Manager

Caption:

***REQUEST TO ADVERTISE**

Annual Supply of Water Chemicals

Issue:

Approval of a request to advertise for the annual supply of water chemicals for the calendar year 2022

Background:

Annually, the City requests public bids or renews the contract, if able, for the supply of our industrial chemical purchases. These chemicals are for use at the Water Treatment Plant and the Wastewater Treatment Plant.

Origination:

Utilities Services

Financial Consideration:

Funds for the purchase of water chemicals are included in the recently approved budget for fiscal year 2021-2022. Advertising costs are estimated to be about \$200.00.

Staff Recommendation:

It is recommended that the City Council approve the advertising related to the purchase of the annual supply of chemicals.

Alternatives:

As may be directed by the City Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 2.

Meeting Date: 12/06/2021

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Annual Services for Finish and Rough Mowing of Various City Properties

Issue:

Requesting permission to advertise to contract for the annual mowing of City boulevards, islands, street right-of-ways, and other City properties

Background:

In order to optimize efficiency and maintenance, City staff has contracted for various City-owned properties to be mowed on a periodic basis. The public bid will be structured to include bidding components for Finish and Rough Mowing locations, to be overseen by the Park Maintenance and Street Maintenance departments. City staff requests permission to advertise for bids to provide these services.

Origination:

Park Maintenance Department
Street Maintenance Department

Financial Consideration:

Funding for mowing services has been allocated in various City department budgets for the 2021-2022 fiscal year. Costs for advertising are expected to be about \$200.00.

Staff Recommendation:

It is recommended that the Sherman City Council authorize the staff to advertise for bids.

Alternatives:

As may be directed by the City Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 1.

Meeting Date: 12/06/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Replat approval of Sweetwater Springs, Phase 2, a Replat of Lot 15, Block B, Lot 16, Block C, Sweetwater Springs Subdivision, Block 7, Hilltop Estates, Lots 6-9, Block 1, Lots 2-5, Block 6, Midway Estates Addition, Lots 2-9, Block 1, Lots 2-9, Block 3, Lot 1, Block 2 and Lot 1, Block 4, Hilltop 2 Estates, Phase 1, being 44.044 acres in Eustacio Canton Survey, Abstract No. 221 and the John Hendrix Survey, Abstract No. 503 and being all of Lots 15, Block B and Lot 16, Block C, Sweetwater Springs Subdivision, and being a part of Block 7 of A Replat of A Part of Block No. 5 and all of Block Numbers 6, 7, 8, 9, 10, 17, 18, 19, 20, 21, 26, 27, 28, 29, and 30 of Hilltop Estates, including a part of Blocks 1 and 3 and all of Blocks 2 and 4 of that replatted portion of said Block 7 known as Phase 1, Hilltop 2 Estates Addition, also including all of that portion of said Block 7 known as Midway Estates Phase 2, and 5.21 acres lying within the limits of the dedicated streets (Hilltop Drive, Bryan Lane, Marion Lane, Harriet Drive and Carter Court); Barton Capital, LTD and James and Laura Frame, Owners; S2 Land Development, Developer; Strand, Civil Engineer; and Pierce-Murray Land Solutions, Surveyor (3100-3500 Blocks Dripping Springs Road)

Issue:

To consider Replat approval of Sweetwater Springs, Phase 2, a Replat of Lot 15, Block B, Lot 16, Block C, Sweetwater Springs Subdivision, Block 7, Hilltop Estates, Lots 6-9, Block 1, Lots 2-5, Block 6, Midway Estates Addition, Lots 2-9, Block 1, Lots 2-9, Block 3, Lot 1, Block 2 and Lot 1, Block 4, Hilltop 2 Estates, Phase 1, being 44.044 acres in Eustacio Canton Survey, Abstract No. 221 and the John Hendrix Survey, Abstract No. 503 and being all of Lots 15, Block B and Lot 16, Block C, Sweetwater Springs Subdivision, and being a part of Block 7 of A Replat of A Part of Block No. 5 and all of Block Numbers 6, 7, 8, 9, 10, 17, 18, 19, 20, 21, 26, 27, 28, 29, and 30 of Hilltop Estates, including a part of Blocks 1 and 3 and all of Blocks 2 and 4 of that replatted portion of said Block 7 known as Phase 1, Hilltop 2 Estates Addition, also including all of that portion of said Block 7 known as Midway Estates Phase 2, and 5.21 acres lying within the limits of the dedicated streets (Hilltop Drive, Bryan Lane, Marion Lane, Harriet Drive and Carter Court); Barton Capital, LTD and James and Laura Frame, Owners; S2 Land Development, Developer; Strand, Civil Engineer; and Pierce-Murray Land Solutions, Surveyor (3100-3500 Blocks Dripping Springs Road)

Background:

The property is located in the 3100-3500 Blocks of Dripping Springs Road at the southwest corner of Dripping Springs Road and Sweetwater Way. It is zoned an R-1 (One-Family Residential) District and M-H (Manufactured Housing) District. The owner would like to Replat the property, rezone a portion of the property to an R-1 (One-Family Residential) District for residential development.

Origination:

Barton Capital, LTD and James and Laura Frame (Owners)
S2 Land Development (Developer)
Strand (Civil Engineer)
Pierce-Murray Land Solutions (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 19, 2021 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.

The Replat is dependent on the approval of the Specific Use Permit to allow patio homes.

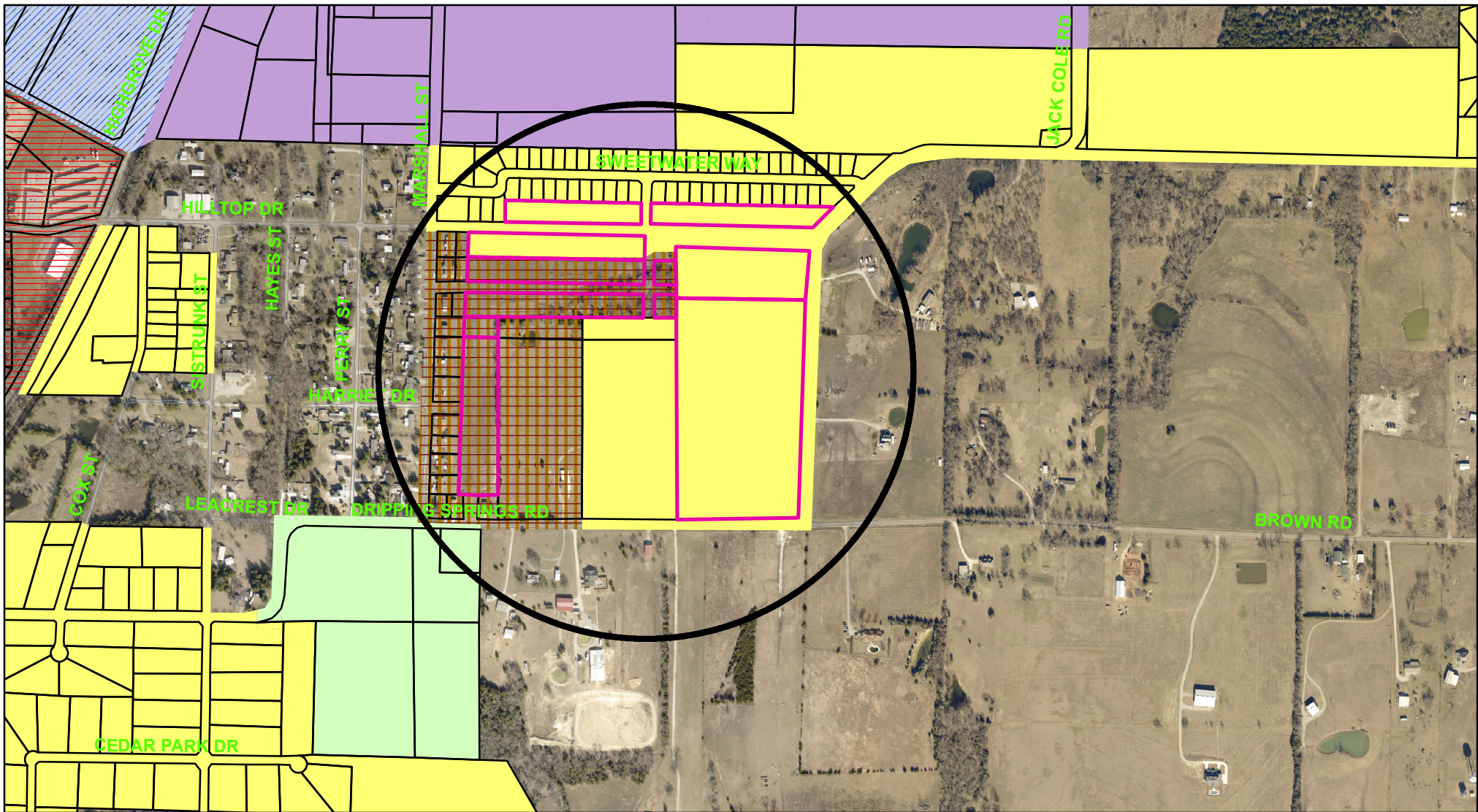
Alternatives:

None

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Sweetwater Springs Phase 2
Staff Review Letter
P&Z Communication





Zoning - 3100-3500 Blocks Dripping Springs 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



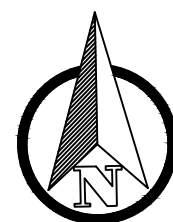
NOT TO SCALE

1 in = 700 ft

3100-3500 Blocks Dripping Springs Road



Oct 28, 2021 at 12:38 PM



- NOTES**
1. TOTAL RESIDENTIAL LOTS - 235
 2. ALL PROPOSED INTERIOR STREETS - 50' R.O.W. AND 31' B-B
 3. 30' OF R.O.W. DEDICATED FROM CENTERLINE OF DRIPPING SPRINGS ROAD TOWARDS PROPERTY.

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, _____, 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.

Signature: _____

Date: _____

PLANNING AND ZONING COMMISSION CERTIFICATE OF ACCEPTANCE

Approved this _____ day of _____, 20____, by the City Planning and Zoning Commission of the City of Sherman, Texas.

Chairman _____ Secretary _____

CITY COUNCIL CERTIFICATE OF ACCEPTANCE

Accepted by the City Council of the City of Sherman:

Mayor, City of Sherman, Texas

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing final _____ reprint of Subdivision or Addition to the City of Sherman was submitted to the City Council on the _____ day of _____, 20____ and the City Council by formal action then and there accepted the dedication of streets, alleys, easements, and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this _____ day of _____, A.D. 20_____

City Clerk, City of Sherman, Texas

BEING A REPLAT OF

SWEETWATER SPRINGS SUBDIVISION (LOT 15, BLOCK B; LOT 16, BLOCK C)
HILLTOP ESTATES (BLOCK 7)
MIDWAY ESTATES ADDITION (LOTS 6-9, BLOCK 1; LOTS 2-5 BLOCK 6)
PHASE 1 HILLTOP 2 ESTATES (LOTS 2-9, BLOCK 1; LOTS 2-9, BLOCK 3; LOT 1,
BLOCK 2; LOT 1 BLOCK 4)

FINAL PLAT

LOTS 15-28, BLOCK B; LOTS 16-40, LOT 1X, BLOCK C;
LOTS 1-18, BLOCK D; LOTS 1-18, BLOCK E; LOTS 1-18,
BLOCK F; LOTS 1-9, BLOCK G; LOTS 1-58, LOT 1X BLOCK
H; LOTS 1-9, BLOCK J; LOTS 1-66, BLOCK K

SWEETWATER SPRINGS, PHASE 2

ZONED R-1 (ONE FAMILY RESIDENTIAL)
44.17 ACRES
SITUATED IN THE
JOHN HENDRIX SURVEY, ABSTRACT NO. 503
AND THE EUSTACIO CANTON SURVEY, ABSTRACT NUMBER 211
LOCATED IN CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

DATE: 10/25/2021

OWNER:
JAMES & LAURA FRAME
508 VAWTER DRIVE
VAN ALSTYNE, TEXAS 75495

OWNER:
BARTON CAPITAL, LTD
RON BARTON
715 S. SAM RAYBURN FREEWAY
SHERMAN, TEXAS 75090

DEVELOPER:
LAND DEVELOPMENT
STIN CHRIST
003 TECHNOLOGY BLVD.
LLAS. TEXAS 75220

OWNER:

BARTON CAPITAL, LTD
RON BARTON
715 S. SAM RAYBURN FREEWAY
SHERMAN, TEXAS 75090

DEVELOPER:

S2 LAND DEVELOPMENT
JUSTIN CHRIST
10003 TECHNOLOGY BLVD.
DALLAS, TEXAS 75220

OWNER

5 ACRES
CLAUDIA LOPEZ
DOC. #2020-9559
O.P.R.G.C.T.

38 ACRES
ARMANDO TOVAR
DOC. #2018-18230
O.P.B.G.C.T.

5 ACRES
ROBERTO MERAZ
VOL. 4894, PG. 680
O P R G C T

24 ACRES
DANNY PETERSEN
DOC. #2021-22547
O P R G C T

SUZANNE MICHAEL SHIPP
TRACT 1
CALLED 5.00 ACRES
VOL. 3704, PG. 787
R.P.R.D.C.T.

SUZANNE MICHAEL SHIFF
CALLED 10.000 ACRES
VOL. 3704, PG. 784
R P R D C T

SUZANNE MICHAEL SHIPF
TRACT 2
CALLED 5.73 ACRES
VOL. 3704, PG. 787
R.P.R.D.C.T.

FERNANDO MERAZ
AND ANGELA MERAZ
CALLED 1.000 ACRES
VOL. 5037, PG. 17
R.P.R.D.C.T.

FERNANDO MERAZ
AND ANGELA MERAZ
CALLED 5.507 ACRES
VOL. 4768, PG. 285
R.P.R.D.C.T.



STAFF REVIEW LETTER

November 8, 2021

James & Laura Frame
508 Vawter Dr.
Van Alstyne, TX 75495

Barton Capital, Ltd.
Attn: Ron Barton
715 S. Sam Rayburn Frwy.
Sherman, TX 75090

S2 Land Development
Attn: Justin Christ
10003 Technology Blvd.
Dallas, TX 75220

Strand
10003 Technology Blvd. West
Dallas, TX 75220

Dear Applicants,

The request for approval of the Sweetwater Springs, Phase 2 has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, November 16, 2021 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. The Replat is dependent on the approval of the Specific Use Permit to allow patio homes.
2. Carter Court was dedicated per plat Midway Estates, Phase 1 and should be extended from Dripping Springs Road. There are two occupied lots already addressed off Carter Court.
3. Existing platted, unimproved portion of Carter Court to be renamed to Steamboat Drive by City Council prior to filing final plat to reflect proposed plat.
4. Metes and bounds must match drawing. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
5. Abandonment of previously platted streets must be approved by City Council filed in the Official Public Records of Grayson County. Abandonment information shall be shown in General Notes on final plat. Coordinate with Engineering Department for abandonment process.
6. Verify fire requirements and code compliance with Fire Marshal. *Code of Ordinances Chapter 3.02(c)*
7. Knuckle meeting City standard to be added on Lots 52, 53 & 54, Block K. *Code of Ordinances Chapter 3.02.002(c)(37)*
8. Steamboat Drive to be extended to Dripping Springs Road or temporary cul de sac shall be required. *Code of Ordinances Chapter 3.02.002(c)(37)*
9. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*

10. Proposed street names must be approved by the City of Sherman Development Services Department prior to filing the plat. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(B)(1)(h)*
11. Water main must be extended in accordance with City criteria to serve proposed development. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G)*
12. Sanitary Sewer main must be extended in accordance with City criteria to serve proposed development. Sewer capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
13. 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.*
14. 30' Drainage Easements on X Lots shall be changed to Private Drainage Easements.
15. Indicate width of Private Drainage Easement north of Lot 21, Block H on plat.
16. Graphically show dedication of right of way on plat. Additional Right of Way Dedication along Dripping Springs may be required in regards to Grayson County Thoroughfare Plan.
17. Landscape Easement to be incorporated into adjacent private property lots or be assigned as X Lots.
18. Dedicate additional right of way
19. X Lots to have individual Lot Numbers.
20. X Lots to be shown as owned and maintained by HOA on plat.
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. Check with United States Postal Service (972-393-6326) for establishing the method or mode of mail delivery, the type of mailbox and location of the mailbox for each street delivery address. Centralized delivery is the preferred method of mail delivery.
23. 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.
24. 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,



Christopher G. Armstrong, P.E., CFM
Assistant City Engineer

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: 11/16/2021

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:

3100-3500 BLOCKS DRIPPING SPRINGS ROAD

The request of Barton Capital, LTD and James and Laura Frame (Owners), S2 Land Development (Developer), Strand (Civil Engineer) and Pierce-Murray Land Solutions (Surveyor) concerning the property in the 3100-3500 blocks of Dripping Springs Road, being 44.044 acres in Eustacio Canton Survey, Abstract No. 221 and the John Hendrix Survey, Abstract No. 503 and being all of Lots 15, Block B and Lot 16, Block C, Sweetwater Springs Subdivision, and being a part of Block 7 of A Replat of A Part of Block No. 5 and all of Block Numbers 6, 7, 8, 9, 10, 17, 18, 19, 20, 21, 26, 27, 28, 29, and 30 of Hilltop Estates, including a part of Blocks 1 and 3 and all of Blocks 2 and 4 of that replatted portion of said Block 7 known as Phase 1, Hilltop 2 Estates Addition, also including all of that portion of said Block 7 known as Midway Estates Phase 2, and 5.21 acres lying within the limits of the dedicated streets (Hilltop Drive, Bryan Lane, Marion Lane, Harriet Drive and Carter Court, as follows:

Planning and Zoning Commission

- A. Replat approval of Sweetwater Springs, Phase 2, a Replat of Lot 15, Block B, Lot 16, Block C, Sweetwater Springs Subdivision, Block 7, Hilltop Estates, Lots 6-9, Block 1, Lots 2-5, Block 6, Midway Estates Addition, Lots 2-9, Block 1, Lots 2-9, Block 3, Lot 1, Block 2 and Lot 1, Block 4, Hilltop 2 Estates, Phase 1
- B. Zone change approval under Ordinance No. 2280, Section 12 from an M-H (Manufactured Housing) District to an R-1 (One-Family Residential) District; Being 13.150 acres in the in Eustacio Canton Survey, Abstract No. 221 and the John Hendrix Survey, Abstract No. 503, and being a part of Block 7 of a Replat of a Part of Block No. 5 and all of Block Numbers 6, 7, 8, 9, 10, 17, 18, 19, 20, 21, 26, 27, 28, 29, and 30 of Hilltop Estates including a part of Blocks 1 and 3 and all of Blocks 2 and 4 of that replatted portion of said Block 7 known as Phase 1, Hilltop 2 Estates Addition also including all of that portion of said Block 7 known as Midway Estates Phase 2 and including 2.81 acres lying within the limits of the dedicated streets (Bryan Lane, Marion Lane, Harriet Drive and Carter Court.
- C. Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow (235) patio homes in an R-1 (One-Family Residential) District. Being Lots 15-28, Block B, Lots 16-40, Block C, Lots 1-18, Block D, Lots 1-18, Block E, Lots 1-18, Block F, Lots 1-9,

Block G, Lots 1-58, Block H, Lots 1-9, Block J and Lots 1-66, Block K of the proposed Replat of Sweetwater Springs, Phase 2, a Replat of Lot 15, Block B, Lot 16, Block C, Sweetwater Springs Subdivision, Block 7, Hilltop Estates, Lots 6-9, Block 1, Lots 2-5, Block 6, Midway Estates Addition, Lots 2-9, Block 1, Lots 2-9, Block 3, Lot 1, Block 2 and Lot 1, Block 4, Hilltop 2 Estates, Phase 1

Background:

The property is located in the 3100-3500 Blocks of Dripping Springs Road at the southwest corner of Dripping Springs Road and Sweetwater Way. It is zoned an R-1 (One-Family Residential) District and M-H (Manufactured Housing) District. The owner would like to Replat the property, rezone a portion of the property to an R-1 (One-Family Residential) District for residential development. They are also requesting a Specific Use Permit and site plan approval to allow 253 patio homes in an R-1 (One-Family Residential) District.

Adjacent Zoning:

R-1 (One-Family Residential) District
M-H (Manufactured Housing) District

Origination:

Barton Capital, LTD and James and Laura Frame (Owners)
S2 Land Development (Developer)
Strand (Civil Engineer)
Pierce-Murray Land Solutions (Surveyor)

Master Plan Designation:

Agricultural and Rural – Typically are large parcels that are primarily used for crops or pasture land. These low density regions surrounding the City do not have significant demands on the transportation or utilities network.

Number of notices mailed:

43

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Sweetwater Springs Phase 2
Zoning Exhibit
Site Plan
Staff Review Letter - Replat



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 2.

Meeting Date: 12/06/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Replat approval of L.R. Kane Addition, Lots 1 & 2, Block A, being a Replat of Lots 57 & 59, Block F, Maxey Addition, being Lots 57 and 59, Block F, Maxey Addition; The Durham Group, LLC and Katelyn Davis, LLC, Owners; and ELD Engineering, Inc., Civil Engineer/Surveyor (1808 North Lockhart Street)

Issue:

To consider Replat approval of L.R. Kane Addition, Lots 1 & 2, Block A, being a Replat of Lots 57 & 59, Block F, Maxey Addition, being Lots 57 and 59, Block F, Maxey Addition; The Durham Group, LLC and Katelyn Davis, LLC, Owners; and ELD Engineering, Inc., Civil Engineer/Surveyor (1808 North Lockhart Street)

Background:

The property is located at 1808 North Lockhart Street, the southwest corner of Taylor and Lockhart Streets, across the street from Fairview Elementary School and is zoned an R-1 (One-Family Residential) District. The owner would like to Plat the property into two lots for residential development.

Origination:

The Durham Group, LLC and Katelyn Davis, LLC (Owners)
ELD Engineering, Inc. (Civil Engineer/Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the November 16, 2021 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

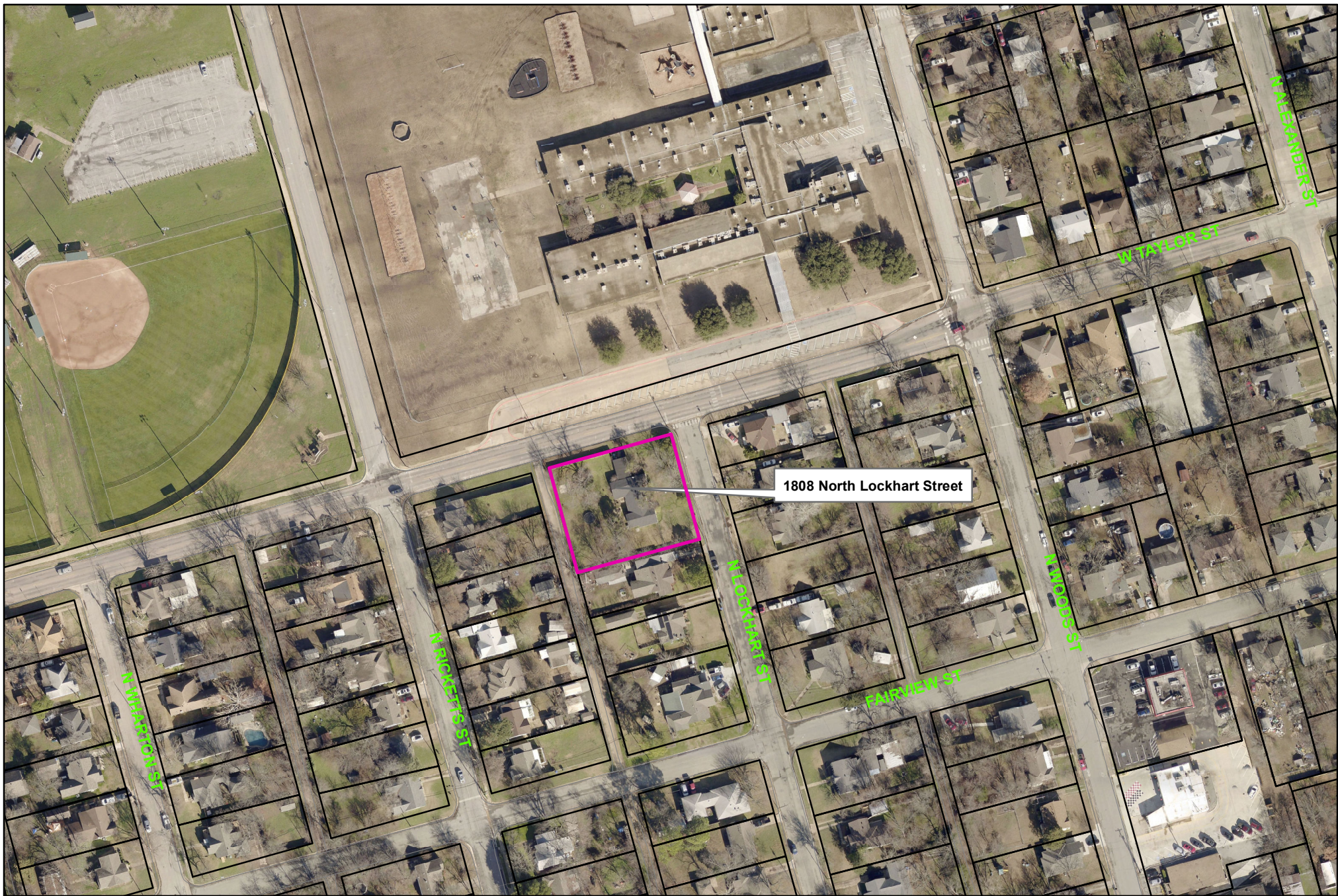
Zoning Map

Zoning Sign Photo

L.R. Kane Addition, Lots 1 & 2, Block A, a Replat of Lots 57 & 59, Blks. F, Maxey Addition

Staff Review Letter

P&Z Communication

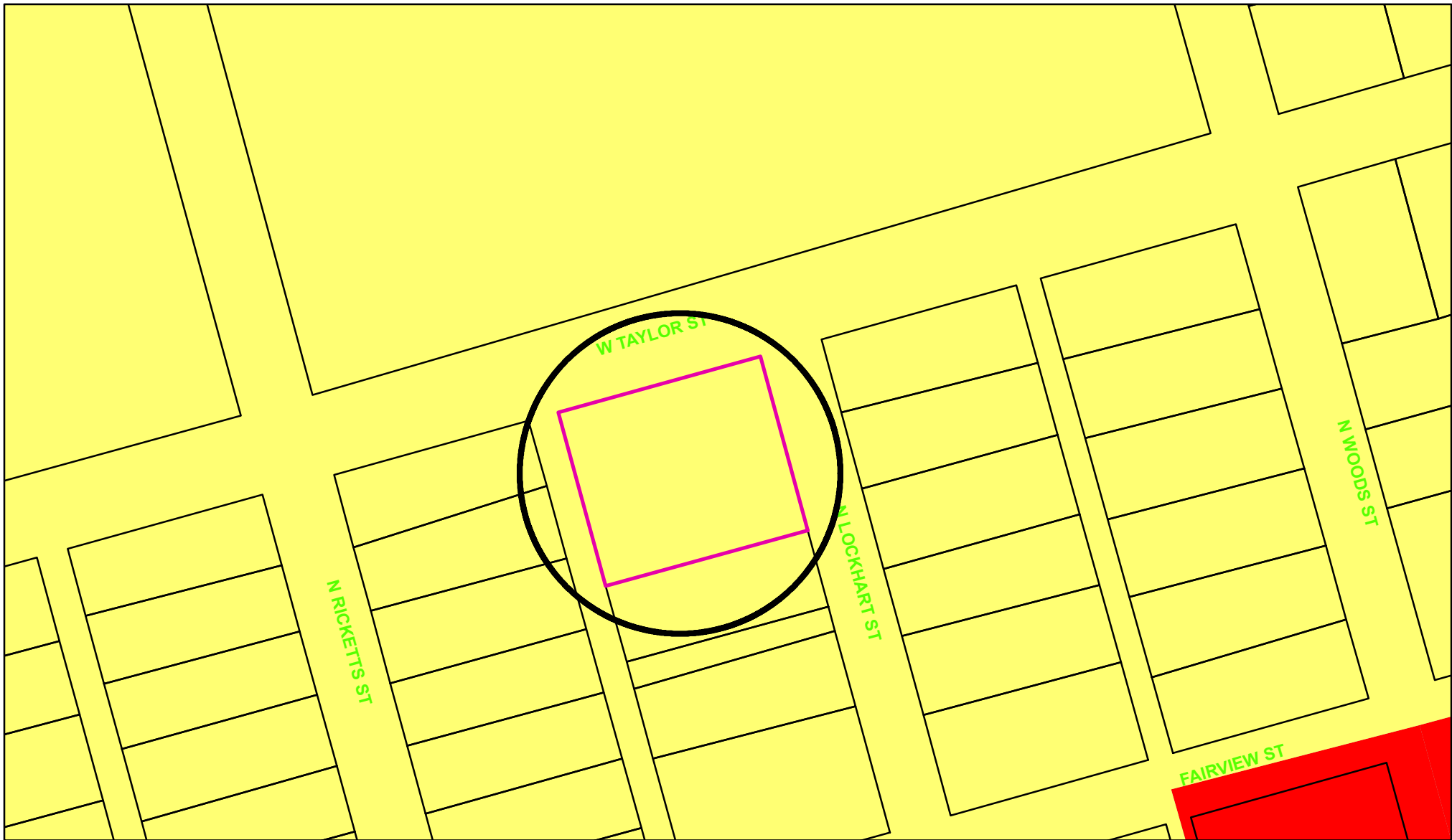


City of Sherman, Texas
Development Services Department

1808 North Lockhart Street



1 in = 153 ft



Zoning - 1808 North Lockhart 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



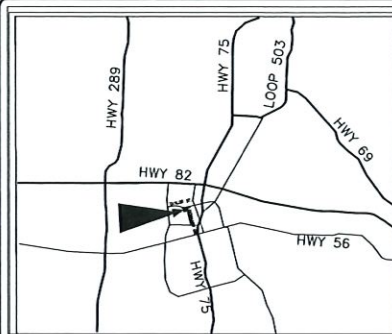
NOT TO SCALE

1 in = 100 ft

1808 North Lockhart Street



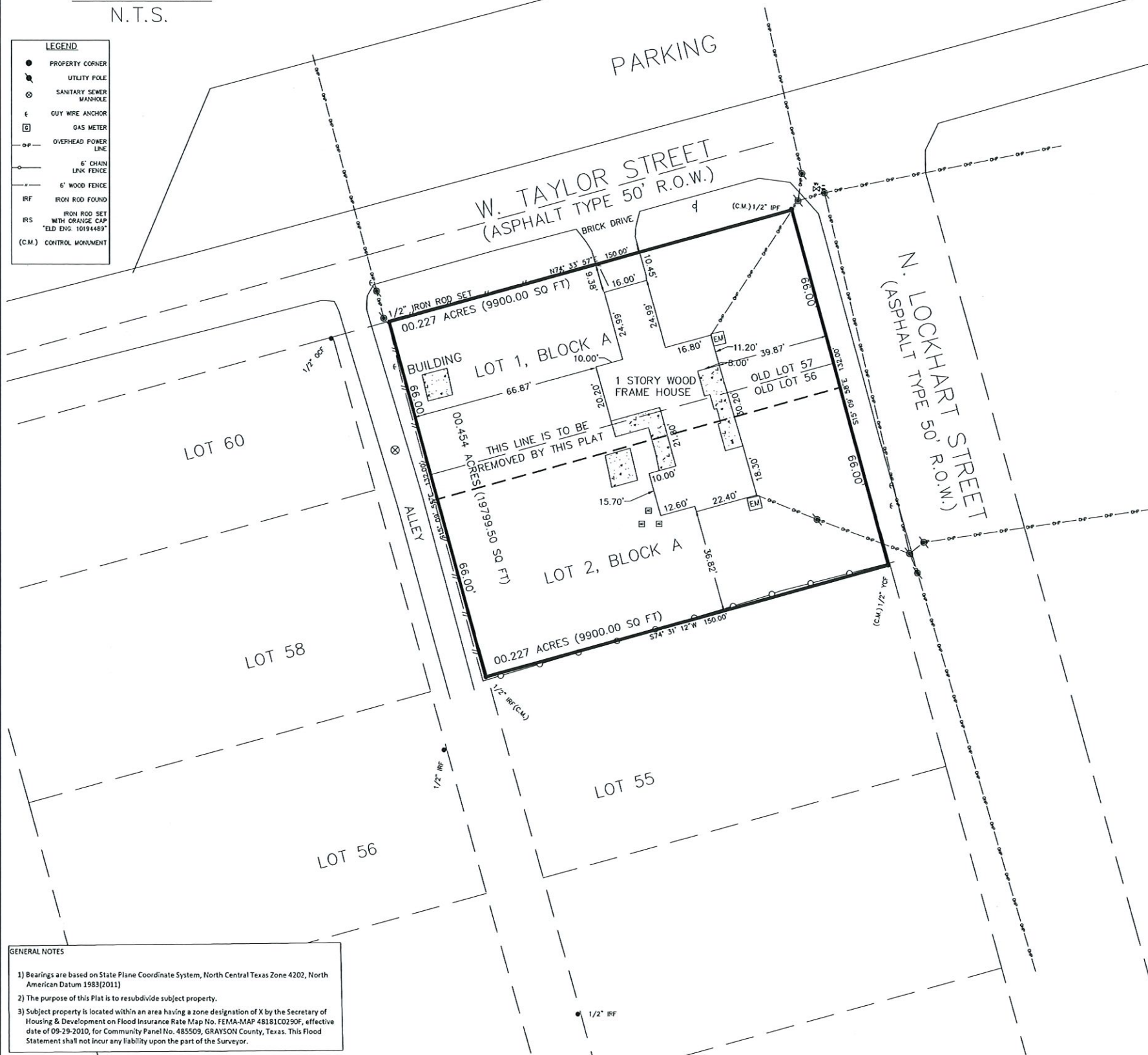
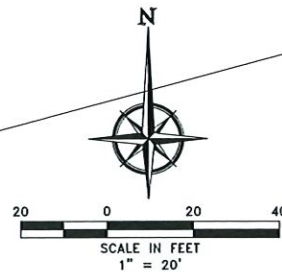
Oct 28, 2021 at 12:05 PM



VICINITY MAP
N.T.S.

LEGEND	
●	PROPERTY CORNER
○	UTILITY POLE
⊗	SANITARY SEWER MANHOLE
⊕	GUY WIRE ANCHOR
□	GAS METER
—	OVERHEAD POWER LINE
—	6" CHAIN LINK FENCE
—	6" WOOD FENCE
IRF	IRON ROD FOUND
IRF	IRON ROD SET
IRS	WITH ORANGE CAP
IRS	"ELD ENG. 10194489"
(C.M.)	CONTROL MONUMENT

FAIRVIEW ELEMENTARY SCHOOL
SHERMAN ISD



GENERAL NOTES

- 1) Bearings are based on State Plane Coordinate System, North Central Texas Zone 4202, North American Datum 1983(2011)
- 2) The purpose of this Plat is to resubdivide subject property.
- 3) Subject property is located within an area having a zone designation of X by the Secretary of Housing & Development on Flood Insurance Rate Map No. FEMA-MAP 48181C0250F, effective date of 09-29-2010, for Community Panel No. 485509, GRAYSON County, Texas. This Flood Statement shall not incur any liability upon the part of the Surveyor.

City of Sherman
Tax Status
Paid _____ Unpaid _____
Manager of Collections

To the Clerk of Grayson County

This Plat approved subject to all platting ordinances, rules, regulations, & resolutions of City of Sherman, Texas.
Under ordinances adopted by the City of Sherman on MONTH 1, YEAR. The Approval of this plat by the City of Sherman is automatically terminated after the _____ day of _____, 20____, and unless this plat is presented for filing on or before said date, it should not be accepted for filing.

By _____
Commission Officer
Attest _____
Secretary

OWNERS CERTIFICATE
STATE OF TEXAS
COUNTY OF GRAYSON
BEING ALL OF LOTS 57 AND 59, BLOCK F OF THE MAXEY ADDITION, AN ADDITION TO THE CITY OF SHERMAN, RECORDED IN VOLUME 406, PAGE 281 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS.
DECLARATION OF COVENANTS
NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS
That We _____ do hereby adopt this plat designating the herein described property as L. R. KANE ADDITION, an addition to the City of Sherman, Texas & do hereby dedicate to the public use forever the streets & alleys shown thereon. The easements shown thereon are hereby reserved for the purposes indicated and shall be open to fire, police and all public and private utilities for each particular use. The maintenance of paving on all easements is the responsibility of the property owner. No buildings, fences, trees, shrubs, or other improvements shall be constructed, reconstructed or placed upon, over or across the easements as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using, or desiring to use same. All and any public utility shall have the full right to removed and keep removed all or parts of any buildings, fences, trees, shrubs or any other improvements or growths which in any way may endanger or interfere with construction, maintenance and efficiency of its respective system on the easements and all public utilities shall at all times have the full right of ingress and egress to or from and upon said easements for the purpose of constructing, reconstructing inspecting, patrolling, maintaining and addition to or removing all parts of its respective system without the necessary at any time procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance and service required or ordinarily performed by that utility.
All utility easements shall also include additional area of working space for construction and maintenance of the public water and sanitary sewer systems. Additional easement are also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water services from the main to and including the meters and boxes, sewer laterals from the main to the curb or pavement line, and the descriptions of such additional easements herein granted shall be determined by their locations as installed.
This plat approved subject to all platting ordinances, rules and regulations of the City of Sherman Texas.
WITNESS OUR HAND AT _____ TEXAS, this the _____ day of _____ 2021.
BY: _____
BY: _____
BY: _____
BY: _____
State of Texas
County of Grayson Before me, the undersigned, a notary public for said County and State, appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.
GIVEN MY HAND AND SEAL OF OFFICE this the _____ day of _____ 2021.

Notary Public in and for the County of Grayson, Texas.

State of Texas
County of Grayson
Before me, the undersigned, a notary public for said County and State, appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for purposes and considerations therein expressed.

GIVEN MY HAND AND SEAL OF OFFICE this the _____ day of _____ 2021

Notary Public in and for the County of GRAYSON, Texas

L. R. KANE ADDITION
LOT 1 & 2, BLOCK A
BEING A REPLAT OF
LOT 57 & 59, BLOCK F
MAXEY ADDITION
VOL. 406, PG. 281
PRGCT
19800 SQFT/ .454 ACRES
SITUATED IN J.B.MCANAIR SURVEY
ABSTRACT NO. - 763
CITY OF SHERMAN, GRAYSON COUNTY TEXAS

SURVEYORS CERTIFICATE

I, Larry A. Probeck, A Registered Professional Land Surveyor, licensed by the State of Texas, do hereby certify that I have prepared this plat from an actual survey of the land and that the corner monuments shown hereon were found and/or properly placed under supervision in accordance with the platting rules and regulations of the City of Sherman, Grayson County, Texas.

WITNESS MY HAND AT GRAYSON COUNTY, TEXAS this the _____ day of _____ 2021

PRELIMINARY-FOR REVIEW ONLY

LARRY A. PROBECK
Texas Registered Professional Land Surveyor # 5187

State of Texas
County of GRAYSON

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Larry A. Probeck, known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed and under oath stated that the statements in foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 2021

ERIC L. DAVIS ENGINEERING, INC.
FIRM SURVEY NO. 10194489
TBPLS FIRM # 10194489
120 East Main Street
Forney, Texas 75126
972/564-0592 Fax 972/564-6523
E-Mail ericdavis@eldengineering.com





STAFF REVIEW LETTER

November 8, 2021

The Durham Group, LLC
Katelyn Davis, LLC
3700 Melrose Trail
Sherman, TX 75090

Eric L. Davis Engineering, Inc.
120 East Main Street
Forney, TX 75126

Dear Applicants,

The request for approval of the L.R. Kane Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, November 16, 2021 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

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. The width of the pavement for streets shall be shown on the plat.
3. Sidewalks are required along both Taylor Street and Lockhart Street and an ADA compliant pedestrian ramp is required on the corner of Taylor Street and Lockhart Street. *Code of Ordinances Chapter 3, Division 4, Sec. 3.10*
4. Dedicate a 15'x15' Right of Way corner clip on Northeast corner of proposed Lot 1, Block A. *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 Taylor Street and Lockhart Street. Ensure 10' Utility Easement parallels the new right of way established by the corner clip required in Item 2. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
6. Simplify Addition name to omit Lot and Block numbers for clarity.
7. Remove direction from Street Names.
8. Remove improvements from plat.
9. Add Avigation Release to plat. Coordinate with Engineering Department for language. *Code of Ordinances Chapter 14, Article 14.02*
10. Metes and bounds must match drawing. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)(7)*
11. Add ownership and surveyor blocks to both pages of final plat. *Code of Ordinances Chapter 10.05, Section 6*
12. Dedication statement does not meet City standard. *Code of Ordinances Chapter 10.05, Section 6*
13. Plat layout does not meet City standard. *Code of Ordinances Chapter 10.05, Section 6*
14. The City of Sherman does not maintain alleys.

15. 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)*
16. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

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,



Christopher G. Armstrong, P.E., CFM
Assistant City Engineer

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. 10.

Meeting Date: 11/16/2021

Prepared by: Patsy Reeves, Development Services Coordinator
Rob Rae, Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

Requested Action/Proposed Use:

*** 1808 NORTH LOCKHART STREET**

The request of The Durham Group, LLC and Katelyn Davis, LLC (Owners) ELD Engineering, Inc. (Civil Engineer/Surveyor) concerning the property at 1808 North Lockhart Street, being Lots 57 and 59, Block F, Maxey Addition, as follows:

Planning and Zoning Commission

Replat approval of L.R. Kane Addition, Lots 1 & 2, Block A, Being a Replat of Lots 57 & 59, Block F, Maxey Addition.

Background:

The property is located at 1808 North Lockhart Street, the southwest corner of Taylor and Lockhart Streets, across the street from Fairview Elementary School and is zoned an R-1 (One-Family Residential) District. The owner would like to plat the property into two lots for residential development.

Adjacent Zoning:

R-1 (One-Family Residential) District

Origination:

The Durham Group, LLC and Katelyn Davis, LLC (Owners)
ELD Engineering, Inc. (Civil Engineer/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:

48

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat LR Kane Addition, Lots 1 & 2, Block A, A Replat of Lots 57 & 59, Blk. F. Maxey Addn

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 3.

Meeting Date: 12/06/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

****OTHER BUSINESS**

Replat approval of Lot 1 and part of Lot 3, Block 3, R.A. King Addition, being a Replat of Lot 1 and part of Lot 3, Block 3 of the R.A. King Addition, being 0.269 acres in the Samuel Blagg Survey, Abstract No. 56, also being all of Lot 1 and part of Lot 3, Block 3, Robert A. King's Addition; James Garza, Owner; George Odwesso, Developer; and Underwood Drafting & Surveying, Surveyor (702 South Montgomery Street)

Issue:

To consider Replat approval of Lot 1 and part of Lot 3, Block 3, R.A. King Addition, being a Replat of Lot 1 and part of Lot 3, Block 3 of the R.A. King Addition, being 0.269 acres in the Samuel Blagg Survey, Abstract No. 56, also being all of Lot 1 and part of Lot 3, Block 3, Robert A. King's Addition; James Garza, Owner; George Odwesso, Developer; and Underwood Drafting & Surveying, Surveyor (702 South Montgomery Street)

Background:

The property is located 702 South Montgomery Street, the southwest corner of Wells Avenue and Montgomery Street and is zoned an R-2 (Multi-Family Residential) District. The owner would like to Plat the property into one (1) lot for residential development.

Origination:

James Garza (Owner)

George Odwesso (Developer)

Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 19, 2021 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 Lot 1 & pt. Lot 3, Blk.3, R.A. King Addition

Staff Review Letter

P&Z Communication



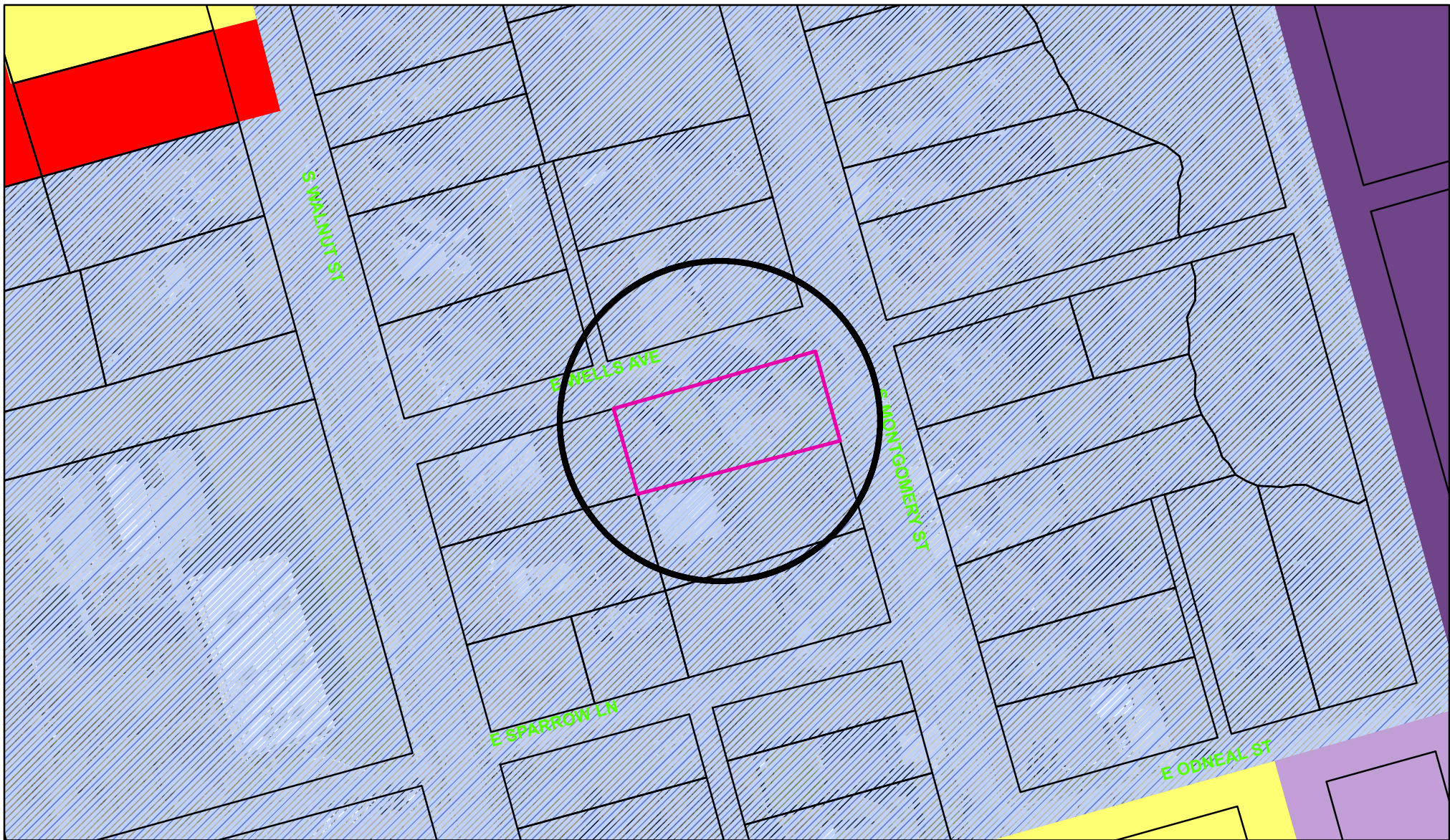
City of Sherman, Texas
Development Services Department

702 South Montgomery Street



NOT TO SCALE

1 in = 200 ft



Zoning - 702 South Montgomery 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

- 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

702 South Montgomery Street

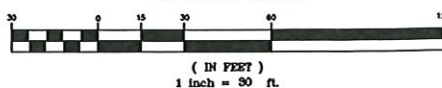




REPLAT OF LOT 1 AND PART LOT 3,
BLOCK 3 OF R. A. KING ADDITION.
BEING A REPLAT OF LOT 1 AND PART OF LOT 3, BLOCK
3 OF THE R.A. KING ADDITION IN VOLUME 25, PAGE
559, D.R.G.C.T. AN ADDITION TO THE CITY OF
SHERMAN, GRAYSON COUNTY, TEXAS
BEING 0.269 ACRES

~ BASIS OF BEARINGS ~
GRID NORTH, MAG. 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

OWNERS/DEVELOPER
JAMES K. GARZA
5225 TOWN AND COUNTRY BLVD.
APT. 136, FRISCO, TEXAS 75034

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS 75021

10-19-2021

UNDERWOOD
DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

SHEET 1 OF 2

LOCATION MAP



(NOT TO SCALE)

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT I, JAMES K. GARZA do hereby adopt this plat designating the hereinabove property as REPLAT OF LOTS 1 AND PART OF LOT 3, BLOCK 3 OF THE R.A. KING ADDITION, on 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 dealing 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 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 _____, 2021.

JAMES K. GARZA

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 JAMES K. GARZA, known to me to be the persons whose names are 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 _____, 2021.

Notary Public in and for
the State of Texas

CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, REPLAT OF LOTS 1 AND PART OF LOT 3, BLOCK 3 OF THE R.A. KING ADDITION, on addition to the City of Sherman, Texas, was submitted to the City Council on the _____ day of _____, 2021, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this _____ day of _____, 2021.

Clerk, City of Sherman, Texas

~ GENERAL NOTES ~

1. Water Supply to be provided by the City of Sherman.
2. Sewer Service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the 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.

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being all of Lot 1 and part of Lot 3, Block of the Robert A. Kings Addition as recorded in Volume 25, Page 559, Deed Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at found 1/2" steel rod in the West Right-of-Way of Montgomery Street;

Thence South 74°37'09" West, with the North line of a tract of land conveyed to Rivera and Clintron LLC. Recorded in Document Number 2021-26781 of said Official Public Records a distance of 150.00 feet to a set 1/2" steel rod;

Thence North 15°22'51" West, with the East line of a tract of land conveyed to SMOF RC, Recorded in Document Number 2019-18953 of said Official Public Records a distance of 78.00 feet to a found 1/2" steel rod in the South Right-of-Way of a 20.0' alley known as Wells Avenue;

Thence North 74°37'09" East, with the South line of said alley a distance of 150.00 feet to a set 1/2" steel rod;

Thence South 15°22'51" East, with said West line of Montgomery Street a distance of 78.00 feet to the Point-of-Beginning and containing 0.269 acres of land.

ACCEPTANCE

Approved this _____ day of _____, 2021, by the
City Planning Commission to the City of Sherman, Texas.

Chairman Secretary

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Accepted by the City Council of the City of Sherman

Mayor, City of Sherman, Texas

Date

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

That I, Douglas W. Underwood, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon were 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

REPLAT OF LOT 1 AND PART LOT 3,
BLOCK 3 OF R. A. KING ADDITION.
BEING A REPLAT OF LOT 1 AND PART OF LOT 3, BLOCK
3 OF THE R.A. KING ADDITION IN VOLUME 25, PAGE
559, D.R.G.C.T. AN ADDITION TO THE CITY OF
SHERMAN, GRAYSON COUNTY, TEXAS
BEING 0.269 ACRES

OWNERS/DEVELOPER
JAMES K. GARZA
5225 TOWN AND COUNTRY BLVD.
APT. 136, FRISCO, TEXAS 75034

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS 75021

10-19-2021

UNDERWOOD
DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

SHEET 2 OF 2



STAFF REVIEW LETTER

November 8, 2021

James K. Garza
5225 Town and Country Blvd.
Apt. 136
Frisco, TX 75034

Underwood Drafting & Surveying
3404 Interurban Road
Denison, TX 75020

Dear Applicants,

The request for approval of the Replat of Lot 1 and Part Lot 3, Block 3 of the R.A. King Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, November 16, 2021 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
2. Graphically show edge of pavement on plat.
3. Simplify Plat Name.
4. Remove Utility Easement from South and West property lines.
5. Add Avigation Release to plat. Coordinate with Engineering Department for language. *Code of Ordinances Chapter 14, Article 14.02*
6. Show and adequately label a minimum of three (3) found monuments on drawing. *Code of Ordinances Chapter 10, Exhibit A, Sec. 15(A).*
7. Show point of beginning on drawing. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
8. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
9. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
10. A parking space is considered to be 9' x 20'. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
11. Parking requirement is one space per bedroom, minimum two per unit *(Chapter 14, Exhibit A, Section 6.4, Subsection (4))*
12. If the existing building does not meet current setback ordinances, approval of a variance is required before filing the plat. *(Chapter 14, Exhibit A, Section 6.4, Subsection (1))*
13. 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.

14. 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,



Christopher G. Armstrong, P.E., CFM
Assistant City Engineer

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. 11.

Meeting Date: 11/16/2021

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

Requested Action/Proposed Use:

*** 702 SOUTH MONTGOMERY STREET**

The request of James Garza (Owner), George Odwesso (Developer) and Underwood Drafting & Surveying, Inc. (Surveyor) concerning the property at 702 South Montgomery Street, being 0.269 acres in the Samuel Blagg Survey, Abstract No. 56, also being all of Lot 1 and part of Lot 3, Block 3, Robert A. King's Addition, as follows:

Planning and Zoning Commission

Replat approval of Lot 1 and part of Lot 3, Block 3, R.A. King Addition, being a Replat of Lot 1 and part of Lot 3, Block 3 of the R.A. King Addition

Background:

The property is located at 702 South Montgomery Street, the southwest corner of Wells Avenue and Montgomery Street and is zoned an R-2 (Multi-Family Residential) District. The owner would like to plat the property into (1) one lot for residential development.

Adjacent Zoning:

R-2 (Multi-Family Residential) District

Origination:

James Garza (Owner)

George Odwesso (Developer)

Underwood Drafting & Surveying (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

62

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat Lot 1 & pt. Lot 3, Blk.3, R.A. King Addition

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 4.

Meeting Date: 12/06/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

****OTHER BUSINESS**

Replat approval of the North 70 ft. of Lot 3, Block 4, W.D. Fitch Addition, being 0.225 acres in the G.B. Pilant Survey, Abstract No. 963 and being the north 70' of Lot 3, Block 4, W.D. Fitch Addition; M&G Home Builders, Owner; and Helvey-Wagner Surveying, Inc, Surveyor (1207 South First Street)

Issue:

To consider Replat approval of the North 70 ft. of Lot 3, Block 4, W.D. Fitch Addition, being 0.225 acres in the G.B. Pilant Survey, Abstract No. 963 and being the north 70' of Lot 3, Block 4, W.D. Fitch Addition; M&G Home Builders, Owner; and Helvey-Wagner Surveying, Inc, Surveyor (1207 South First Street)

Background:

The property is located at 1207 South First Street between Kentucky and Rosedale Street and is zoned an R-1 (One-Family Residential) District. The owner would like to plat the property into one (1) lot for residential development.

Origination:

M&G Home Builders (Owner)

Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the November 16, 2021 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 the North 70 Ft. Lot 3, Blk. 4, W.D. Fitch Addition

Staff Review Letter

P&Z Communication



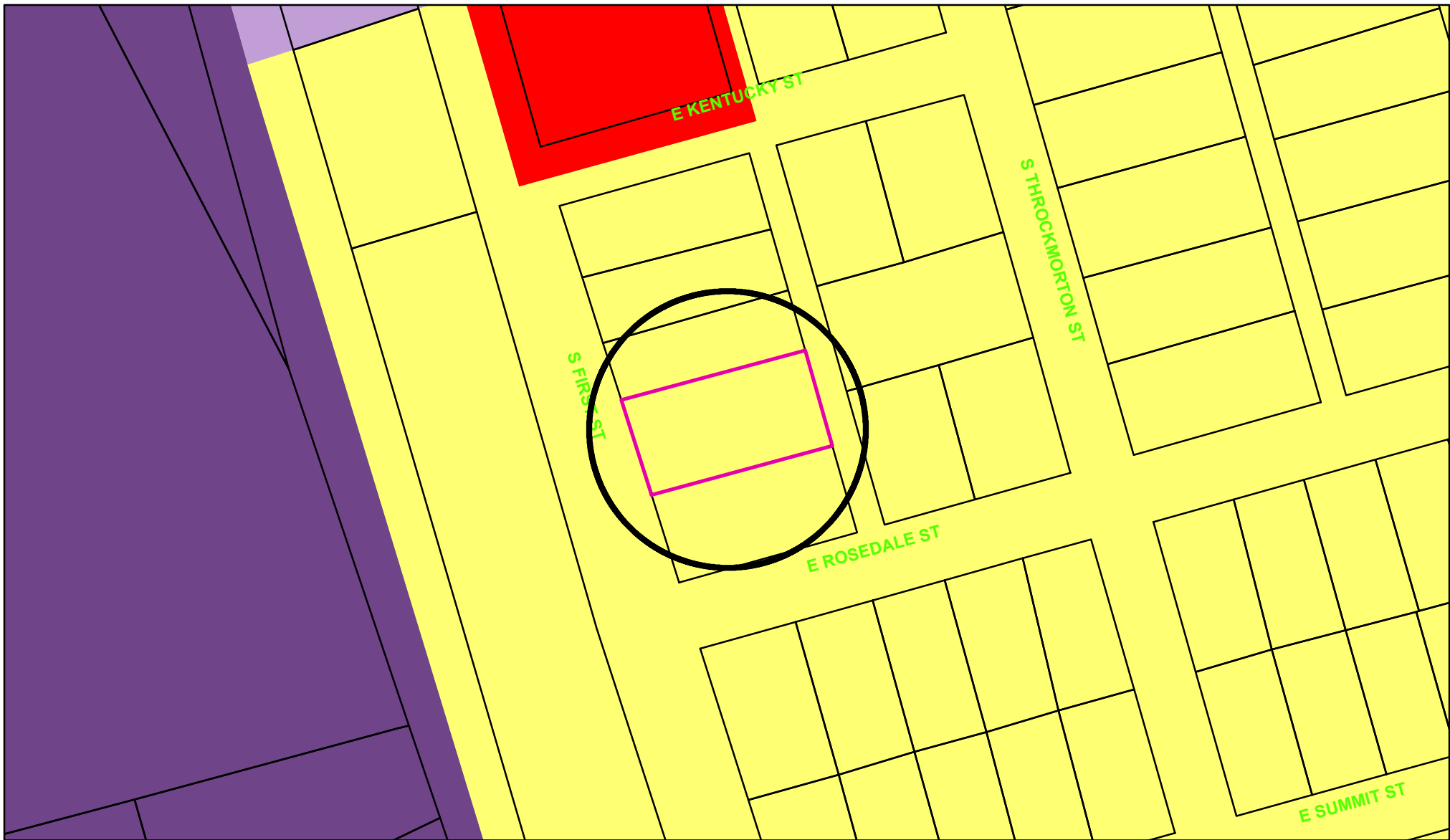
City of Sherman, Texas
Development Services Department

1207 South First Street



NOT TO SCALE

1 in = 226 ft



Zoning - 1207 South First Street

Legend

Special Districts Overlay

DISTRICT_NAME

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

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP - Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District

CO Office District

- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development



City of Sherman, Texas
Development Services Department

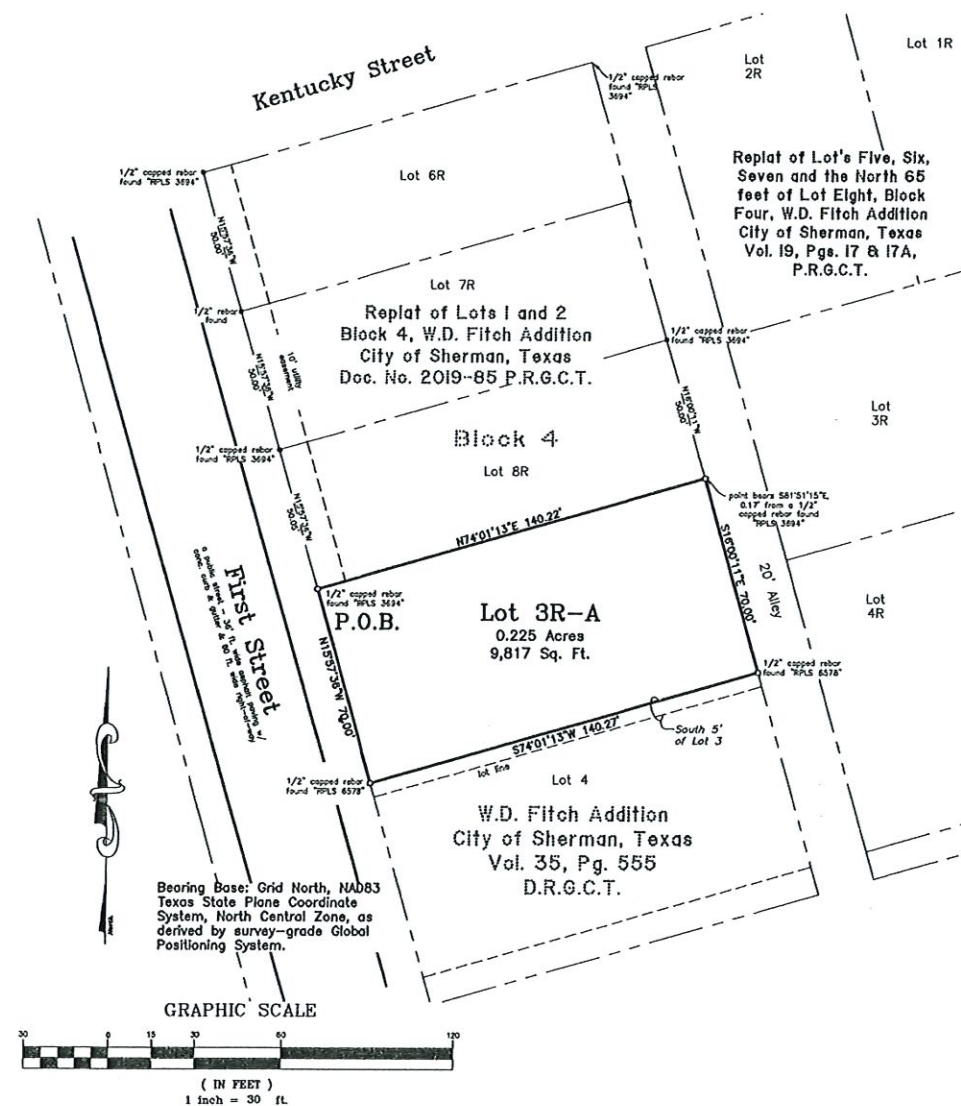


NOT TO SCALE

1 in = 100 ft

1207 South First Street

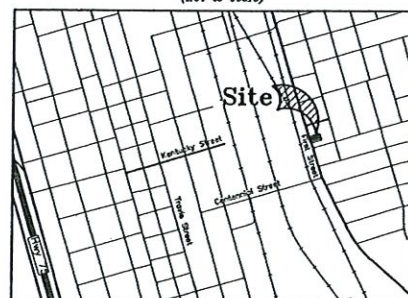




Replat of the North 70 ft. of Lot 3, Block 4, W.D. Fitch Addition to the City of Sherman Grayson County, Texas

0.225 Acres
in the
**G.B. Pilant Survey
Abstract No. 963**

Vicinity Map
(not to scale)



General Notes:

1. Water Supply to be provided by the City of Sherman.
2. Sewer service to be provided by the City of Sherman.
3. Electrical service is provided by Onco 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 creek 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. 48BIC02290 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. CGS391021

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:
M&G Home Builders
1218 N Brents Avenue
Sherman, Texas 75090

FIELD NOTES

SITUATED in the City of Sherman, County of Grayson, State of Texas, and being a part of the G.B. Pilant Survey, Abstract No. 963, and being the North 70 ft. of Lot 3, Block 4 of W.D. Fitch Addition to the City of Sherman, Texas as per plat of record in Volume 35, Page 555, Deed Records, Grayson County, Texas, and being more particularly described by notes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch capped rebar found (RPLS 3694" in the East line of First Street, a public street, at the Southwest corner of Lot 8R, Block 4, Replat of Lots 1 and 2, Block 4, W.D. Fitch Addition to the City of Sherman, Texas as per plat of record in Doc. No. 2019-85, Plat Records, Grayson County, Texas and the Northwest corner of said Lot 3;

THENCE North 74 deg. 01 min. 13 sec. East, with the South line of said Lot 8R and the North line of said Lot 3, a distance of 140.22 ft. to a point in the West line of a 20 ft. wide alley, at the Southeast corner of said Lot 8R and the Northeast corner of said Lot 3, S&D point bears South 81 deg. 51 min. 15 sec. East, 0.17 ft. from a 1/2 inch capped rebar found (RPLS 3694);

THENCE South 16 deg. 00 min. 11 sec. East, with the West line of said alley and the East line of said Lot 3, a distance of 70.00 ft. to a 1/2 inch capped rebar found, stamped "RPLS 6578" at the Southeast corner of the herein described tract;

THENCE South 74 deg. 01 min. 13 sec. West, over and across said Lot 3, a distance of 140.27 ft. to a 1/2 inch capped rebar found, stamped "RPLS 6578" in the East line of said First Street, in the West line of said Lot 3, at the Southwest corner of the herein described tract;

THENCE North 15 deg. 57 min. 36 sec. West, with the East line of said First Street and the West line of said Lot 3, a distance of 70.00 ft. to the **PLACE OF BEGINNING** and containing 0.225 ACRES and/or 9,817 sq. ft. of land.

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

Kate A. Wagner, R.P.L.S. No. 6578

Date:



I, M&G Home Builders, LLC, owner of Replat of the North 70 ft. of Lot 3, Block 4, W.D. Fitch Addition, to the City of Sherman, do hereby dedicate the streets and easements shown hereon to the public use forever.

Martin Covarrubias, Authorized Representative for M&G Home Builders, LLC

AVIGATION RELEASE

WHEREAS, M&G Home Builders, 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 the North 70 ft. of Lot 3, Block 4, W.D. Fitch 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 Replat of the North 70 ft. of Lot 3, Block 4, W.D. Fitch 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 _____, 2021.

By: _____

By: Martin Covarrubias for M&G Home Builders, LLC, Owner

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

Given under my hand and seal of office this _____ day of _____, 2021

Notary Public, Grayson County, Texas

Sherman
CLASSIC TOWN, BROAD HORIZON

This, the final plat of Replat of the North 70 ft. of Lot 3, Block 4, W.D. Fitch Addition to the City of Sherman, is hereby approved this _____ day of _____, 2021, by the Planning and Zoning Commission of the City of Sherman, Texas.

Chairman _____

Secretary _____

This, the final plat of Replat of the North 70 ft. of Lot 3, Block 4, W.D. Fitch Addition to City of Sherman, is hereby approved this _____ day of _____, 2021, 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 the North 70 ft. of Lot 3, Block 4, W.D. Fitch Addition to City of Sherman, was submitted to the city council of Sherman, Texas, on the _____ day of _____, 2021, and that the City Council, by formal action, then and there accepted the dedication of all easements, and other public areas, as shown and set forth in and upon said plat; and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as here above subscribed.

CERTIFIED THIS _____ DAY OF _____, 2021, BY _____ CITY CLERK, CITY OF SHERMAN, TEXAS

Replat of the North 70 ft. of Lot 3, Block 4, W.D. Fitch Addition to the City of Sherman Grayson County, Texas

0.225 Acres
in the
**G.B. Pilant Survey
Abstract No. 963**

Job No. CGS391021

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:
M&G Home Builders
1218 N Brents Avenue
Sherman, Texas 75090



STAFF REVIEW LETTER

November 8, 2021

M&G Home Builders
1218 N. Brents Avenue
Sherman, TX 75090

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

Dear Applicants,

The request for approval of the Replat of the North 70 ft. of Lot 3, Block 4, W.D. Fitch Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, November 16, 2021 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
2. Dedicate a 10' Utility Easement along First Street. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
3. Simplify Plat Name.
4. The City of Sherman does not maintain alleys.
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,



Christopher G. Armstrong, P.E., CFM
Assistant City Engineer

cc:	Robby Hefton, City Manager	Rob Rae, Director of Development Services
	Tom Pruitt, Utility Engineer	Billy Hartsfield, Fire Marshal
	Clint Philpott, Assistant City Manager	
	The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney	



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

Agenda Item No. 19.

Meeting Date: 11/16/2021

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:

*** 1207 SOUTH FIRST STREET**

The request of M&G Home Builders (Owner) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property at 1207 South First Street, being 0.225 acres in the G.B. Pilant Survey, Abstract No. 963 and being the north 70' of Lot 3, Block 4, W.D. Fitch Addition, as follows:

Planning and Zoning Commission

Replat approval of the North 70 ft. of Lot 3, Block 4, W.D. Fitch Addition.

Background:

The property is located at 1207 South First Street between Kentucky and Rosedale Streets and is zoned an R-1 (One-Family Residential) District. The owner would like to plat the property into (1) one lot for residential development.

Adjacent Zoning:

R-1 (One-Family Residential) District

Origination:

M&G Home Builders (Owner)

Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

47

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat North 70' Lot 3, Block 4, W.D. Fitch Addition

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 5.

Meeting Date: 12/06/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

****OTHER BUSINESS**

Replat approval of the South 31 ft. of Lot 3 and the North 39 ft. of Lot 5, Block 3, Robert A. King's Addition, being 0.241 acres in the Samuel Blagg Survey, Abstract No. 56, also being the South 31 ft. of Lot 3 and the North 39 ft. of Lot 5, Block 3, Robert A. King's Addition; Rivera & Cintron, LLC, Owners and Helvey-Wagner Surveying, Inc., Surveyor (708 South Montgomery Street)

Issue:

To consider Replat approval of the South 31 ft. of Lot 3 and the North 39 ft. of Lot 5, Block 3, Robert A. King's Addition, being 0.241 acres in the Samuel Blagg Survey, Abstract No. 56, also being the South 31 ft. of Lot 3 and the North 39 ft. of Lot 5, Block 3, Robert A. King's Addition; Rivera & Cintron, LLC, Owners and Helvey-Wagner Surveying, Inc., Surveyor (708 South Montgomery Street)

Background:

The property is located 708 South Montgomery Street, the southwest corner of Wells Avenue and Montgomery Street and is zoned an R-2 (Multi-Family Residential) District. The owner would like to plat the property into one (1) lot for residential development.

Origination:

Rivera & Cintron, LLC (Owner)

Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the October 19, 2021 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 the South 31 ft Lot 3 & North 9 ft of Lot 5 Robert A. King's Addition

Staff Review Letter

P&Z Communication



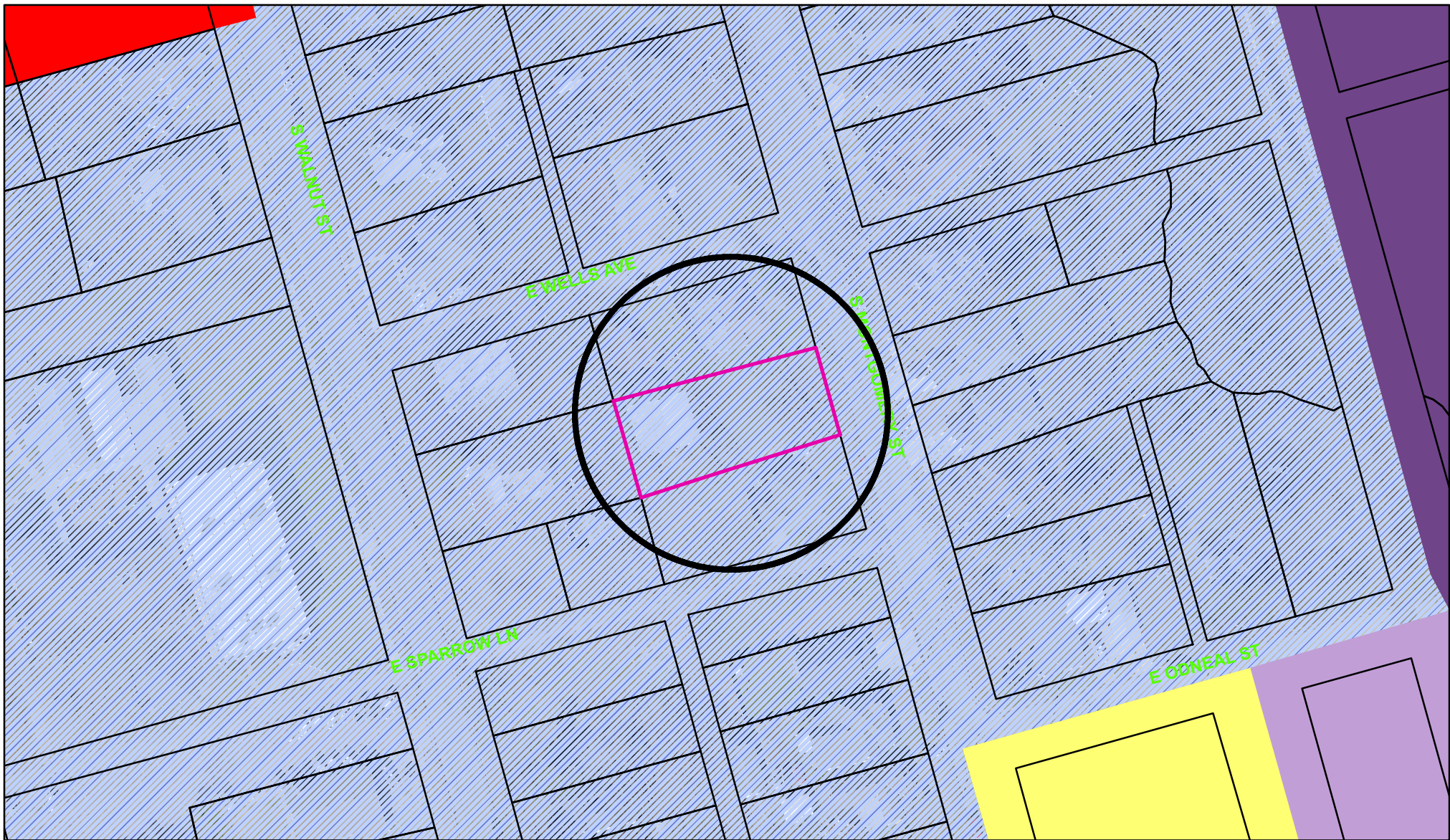
City of Sherman, Texas
Development Services Department

708 South Montgomery Street



NOT TO SCALE

1 in = 200 ft



Zoning - 708 South Montgomery 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



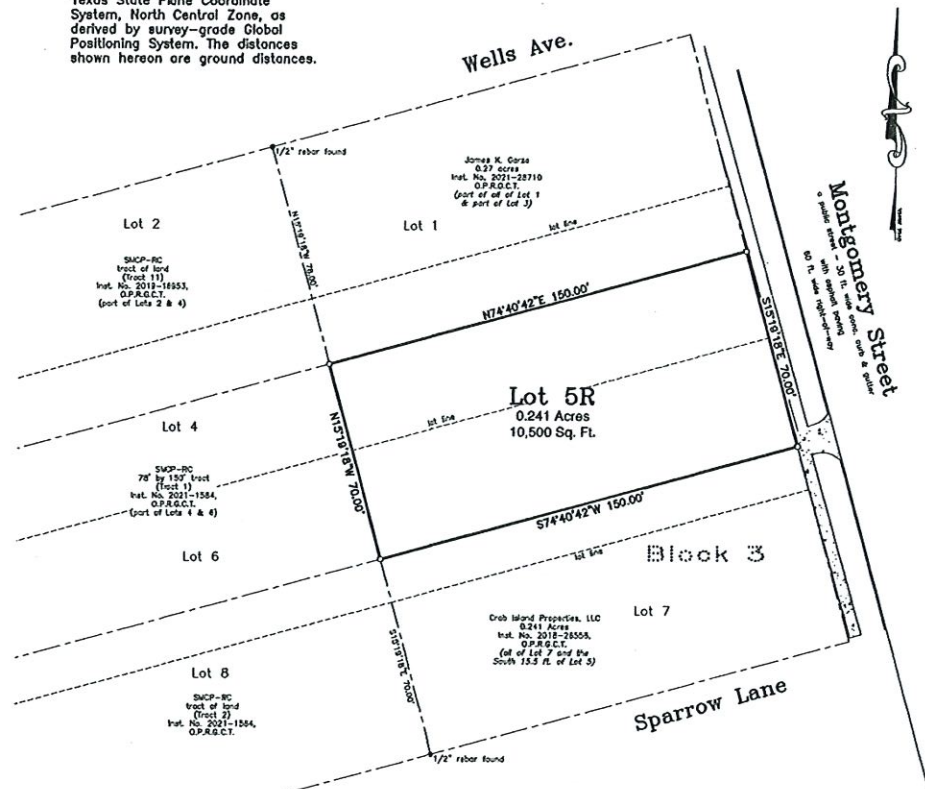
NOT TO SCALE

1 in = 100 ft

708 South Montgomery Street



Bearing Base: Grid North, NAD83
Texas State Plane Coordinate
System, North Central Zone, as
derived by survey-grade Global
Positioning System. The distances
shown hereon are ground distances.



**Replat of the South 31 ft. of Lot 3 and
the North 39 ft. of Lot 5, Block 3,
Robert A. King's Addition
to the
City of Sherman, Texas
0.241 Acres
in the
Samuel Blagg Survey
Abstract No. 56**

General Notes:

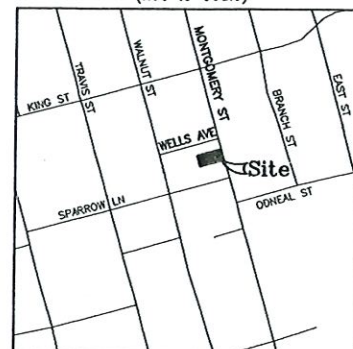
1. Water Supply to be provided by the City of Sherman, Texas.
2. Sewer service to be provided by the City of Sherman, Texas.
3. Electrical service is provided by Oncor Electric Delivery Corp.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the roadway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat hereon lies within a Zone "X" (areas determined to be outside 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and incorporated Areas, Map No. 48181C0290 F, Revised Date: September 29, 2010.
8. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

Job No. CGS371021

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurveying.net
TBPELS Firm Registration No. 10088100

Owner:
Rivera & Cintron Limited
Liability Company
8901 Bent Tree Drive
McKinney, Texas 75072

**Vicinity Map
(not to scale)**



FIELD NOTES

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the Samuel Blagg Survey, Abstract No. 56, being known as the South 31 ft. of Lot 3 and the North 39 ft. of Lot 5, Block 3, Robert A. King's Addition to the City of Sherman, Texas, as per plat of record in Volume 25, Page 559, Deed Records, Grayson County, Texas and being the same tract of land conveyed by General Warranty Deed from Walter Ventura and Johnny Ventura to Rivera & Cintron Limited Liability Company on August 6, 2021 and recorded in Instrument No. 2021-26781, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds, as follows to-wit:

BEGINNING at a 1/2 inch rebar found in the West line of said Lot 5 and the East line of Lot 6, said Block 3, at the Northwest corner of the Crab Island Properties, LLC 0.241 acre tract of land conveyed in Instrument No. 2018-26558, said Official Public Records (being known as all of Lot 7, said Block 3 and the South 15.5 ft. of said Lot 5), the Northeast corner of the SMCP-RC tract of land (Tract 2) conveyed in Instrument No. 2021-1684, said Official Public Records, the Southeast corner of the SMCP-RC tract of land (Tract 1) conveyed in said Inst. No. 2021-1584 and the Southwest corner of said Rivera & Cintron tract, S4D rebar bears North 15 deg. 19 min. 18 sec. West, 70.00 ft. from a 1/2 inch rebar found at the Southwest corner of said Lot 7 and the Southeast corner of Lot 8, said Block 3;

THENCE North 15 deg. 19 min. 18 sec. West, with the West line of both said Lots 5 and 3 and the East line of said Lot 6 and Lot 4, said Block 3, a distance of 70.00 ft. to a 1/2 inch rebar found at the Northeast corner of said SMCP-RC 78 ft. by 150 ft. tract, the Southeast corner of the SMCP-RC tract of land (Tract 11) conveyed in Instrument No. 2019-16953, said Official Public Records, the Southwest corner of the James K. Garza 0.27 acre tract of land conveyed in Instrument No. 2021-28710, said Official Public Records and the Northwest corner of said Rivera & Cintron tract, S4D rebar bears South 15 deg. 19 min. 18 sec. East, 78.00 ft. from a 1/2 inch rebar found at the Northwest corner of Lot 1, said Block 3 and the Northeast corner of Lot 2, said Block 3;

THENCE North 74 deg. 40 min. 42 sec. East, with the South line of said Garza 0.27 ac. and the North line of said Rivera & Cintron tract, a distance of 150.00 ft. to a 1/2 inch capped rebar found (RPLS 3694) in the West line of Montgomery Street, a public street, in the East line of said Lot 3, at the Southeast corner of said Garza 0.27 ac. and the Northeast corner of said Rivera & Cintron tract;

THENCE South 15 deg. 19 min. 18 sec. East, with the West line of said Montgomery Street and the East line of said Lots 3 and 5, a distance of 70.00 ft. to a PK nail found at the Northeast corner of said Crab Island Properties 0.241 ac. and the Southeast corner of said Rivera & Cintron tract;

THENCE South 74 deg. 40 min. 42 sec. West, with the North line of said Crab Island Properties 0.241 ac. and the South line of said Rivera & Cintron tract, a distance of 150.00 ft. to the PLACE OF BEGINNING and containing 0.241 ACRES and/or 10,600 SQUARE FEET 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, Rivera & Cintron Limited Liability Company, sole owner of Replat of the South 31 ft. of Lot 3 and the North 39 ft. of Lot 5, Block 3, Robert A. King's Addition to the City of Sherman, Texas, do hereby dedicate the streets, easements, alleys, rights-of-way, parks, school sites and other public places shown hereon to the public use forever.

Alejandro Rivera, Authorized Representative for Rivera & Cintron Limited Liability Company

AVIGATION RELEASE

WHEREAS, Rivera & Cintron Limited Liability Company, 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 the South 31 ft. of Lot 3 and the North 39 ft. of Lot 5, Block 3, Robert A. King's Addition to the City of Sherman, Texas, on addition to the City of Sherman, Grayson County, Texas.

OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a municipal corporation, hereinafter called CITY, and Sherman Municipal Airport, hereinafter called AIRPORT, from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of all aircraft (aircraft being defined for the purposes of this instrument as any contrivance now known or hereinafter invented, used or designed or navigation of or flight in the air) by whomsoever owned and operated, in the airspace above OWNER'S property. Such release shall include, but not be limited to, any damages to the OWNER'S described property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on the Sherman Municipal Airport, whether such claim be for injury or death to person or persons damages to or taking off of property; and OWNER does hereby fully remise and release any right or cause of action which it may now have or which it may in the future have against the CITY or AIRPORT, whether such claims be for injury or death to persons or damage to property due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation and/or maintenance of aircraft or aircraft engines at or on said Sherman Municipal Airport.

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at Replat of the South 31 ft. of Lot 3 and the North 39 ft. of Lot 5, Block 3, Robert A. King's Addition to the City of Sherman, Texas, 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 ____, 2021.

By:

By: Alejandro Rivera for Rivera & Cintron Limited Liability Company, Owner

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared Alejandro Rivera, 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 ____, 2021.

Notary Public, Grayson County, Texas

Sherman
CLASSIC TOWN BROAD HORIZON

This, the final plat of Replat of the South 31 ft. of Lot 3 and the North 39 ft. of Lot 5, Block 3, Robert A. King's Addition to the City of Sherman, Texas, is hereby approved this ____ day of ____, 2021, by the Planning and Zoning Commission of the City of Sherman, Texas.

Chairman

Secretary

This, the final plat of Replat of the South 31 ft. of Lot 3 and the North 39 ft. of Lot 5, Block 3, Robert A. King's Addition to the City of Sherman, Texas, is hereby approved this ____ day of ____, 2021, 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 the South 31 ft. of Lot 3 and the North 39 ft. of Lot 5, Block 3, Robert A. King's Addition to the City of Sherman, Texas, was submitted to the City Council of Sherman, Texas, on the ____ day of ____, 2021, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND THIS ____ DAY OF ____, 2021, BY
CITY CLERK, CITY OF SHERMAN, TEXAS

**Replat of the South 31 ft. of Lot 3 and the
North 39 ft. of Lot 5, Block 3,
Robert A. King's Addition
to the
City of Sherman, Texas
0.241 Acres
in the
Samuel Blagg Survey
Abstract No. 56**

Job No. CGS371021

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurveying.net
TBPELS Firm Registration No. 10088100

Owner:
Rivera & Cintron Limited
Liability Company
8901 Bent Tree Drive
McKinney, Texas 75072



STAFF REVIEW LETTER

November 8, 2021

Rivera & Cintron Limited
Liability Company
8901 Bent Tree Drive
McKinney, TX 75072

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

Dear Applicants,

The request for approval of the Replat of the South 31 ft. of Lot 3 and the North 39 ft. of Lot 5, Block 3, Robert A. King's Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, November 16, 2021 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Existing drive approach does not meet current standard. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
2. Dedicate a 10' Utility Easement along Montgomery Street. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
3. Simplify Plat Name.
4. Show point of beginning on drawing. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
5. Show a minimum of three (3) found monuments on drawing. *Code of Ordinances Chapter 10, Exhibit A, Sec. 15(A).*
6. Called bearing from found monument on Southwest corner of Lot 7 to Point of Beginning does not match metes and bounds. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
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. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
9. A parking space is considered to be 9' x 20'. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
10. Parking requirement is one space per bedroom, minimum two per unit *(Chapter 14, Exhibit A, Section 6.4, Subsection (4))*
11. If the existing building does not meet current setback ordinances, approval of a variance is required before filing the plat. *(Chapter 14, Exhibit A, Section 6.4, Subsection (1))*
12. 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.

13. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

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

Respectfully,



Christopher G. Armstrong, P.E., CFM
Assistant City Engineer

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal



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

Agenda Item No. 11.

Meeting Date: 11/16/2021

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

Requested Action/Proposed Use:

*** 702 SOUTH MONTGOMERY STREET**

The request of James Garza (Owner), George Odwesso (Developer) and Underwood Drafting & Surveying, Inc. (Surveyor) concerning the property at 702 South Montgomery Street, being 0.269 acres in the Samuel Blagg Survey, Abstract No. 56, also being all of Lot 1 and part of Lot 3, Block 3, Robert A. King's Addition, as follows:

Planning and Zoning Commission

Replat approval of Lot 1 and part of Lot 3, Block 3, R.A. King Addition, being a Replat of Lot 1 and part of Lot 3, Block 3 of the R.A. King Addition

Background:

The property is located at 702 South Montgomery Street, the southwest corner of Wells Avenue and Montgomery Street and is zoned an R-2 (Multi-Family Residential) District. The owner would like to plat the property into (1) one lot for residential development.

Adjacent Zoning:

R-2 (Multi-Family Residential) District

Origination:

James Garza (Owner)

George Odwesso (Developer)

Underwood Drafting & Surveying (Surveyor)

Master Plan Designation:

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

Number of notices mailed:

62

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Replat Lot 1 & pt. Lot 3, Blk.3, R.A. King Addition

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 6.

Meeting Date: 12/06/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

****OTHER BUSINESS**

Final Plat approval of Laurel Creek Addition, Section Four, being 9.620 acres in the J.B. McAnair Survey, Abstract No. 763, Mitchell Enterprises, LTD, Owner; Vilbig & Associates, PLLC, Civil Engineer; and Helvey-Wagner Surveying, Inc., Surveyor (400 Block Laurel Creek Drive)

Issue:

To consider Final Plat approval of Laurel Creek Addition, Section Four, being 9.620 acres in the J.B. McAnair Survey, Abstract No. 763, Mitchell Enterprises, LTD, Owner; Vilbig & Associates, PLLC, Civil Engineer; and Helvey-Wagner Surveying, Inc., Surveyor (400 Block Laurel Creek Drive)

Background:

The property is located in the 400 block of Laurel Creek Drive and is zoned an R-1 (One-Family Residential) District. The owner would like Final Plat approval for twenty-four (24) residential lots.

Origination:

Mitchell Enterprises, LTD (Owner)
Vilbig & Associates, PLLC (Civil Engineer)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the November 16, 2021 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

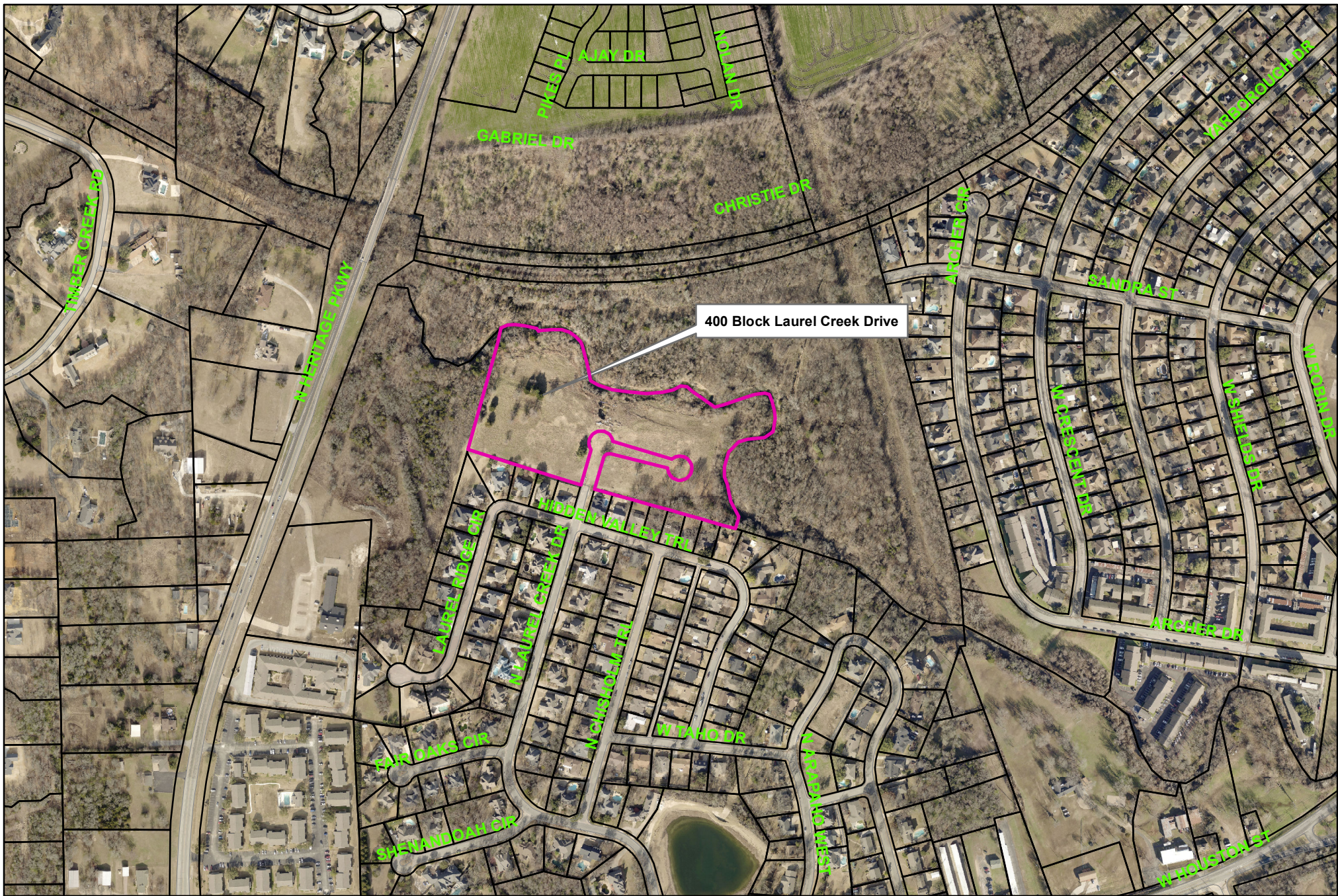
Location Map

Zoning Map

Laurel Creek Addition, Section 4

Staff Review Letter

P&Z Communication



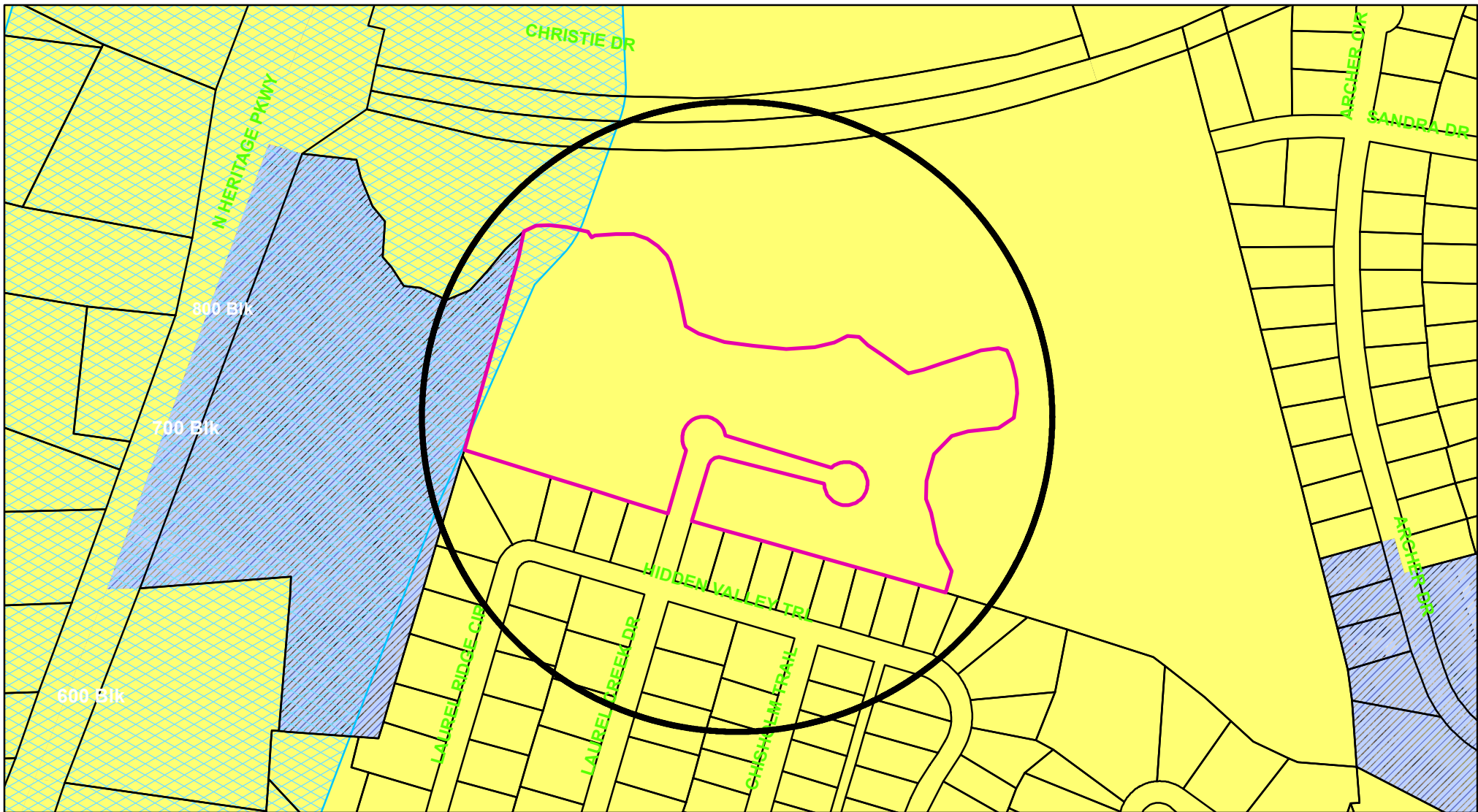
City of Sherman, Texas
Development Services Department

400 Block Laurel Creek Drive



NOT TO SCALE

1 in = 489 ft



Zoning - 400 Block Laurel Creek Drive

Legend

Special Districts Overlay

DISTRICT_NAME

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

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

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

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District

- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing 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



STAFF REVIEW LETTER

November 8, 2021

Mitchell Enterprises, LTD
P.O. Box 3109
Sherman, TX 75090

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

Dear Applicants,

The request for approval of the Laurel Creek Addition, Section 4 has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, November 16, 2021 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*
2. Show existing flood fringe and proposed flood fringe per CLOMR on plat. Plat must reflect and reference information as stated in FEMA Physical Map Revision No. 316-PMR.
3. No building permits will be issued for properties lying within the FEMA Physical Map Revision No. 316-PMR until proposed LOMR has been approved by the City of Sherman and FEMA.
4. Dedicate a 10' Utility Easement between Lots 22 & 23. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
5. Dedicate a 10' Utility Easement along rear property line of Lot 22. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
6. Dedicate a 20' Sanitary Sewer Easement around existing sanitary sewer mains or relocate existing sewer main. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
7. Drainage Outlets exceed the boundaries of drainage easements. Drainage Easements must be widened to accommodate for all of drainage outlet. Correct appropriately.
8. 20' Drainage Easements on North and South side of proposed plat shall be changed to Private Drainage Easements.
9. Drainage and Utility Easement between Lots 12 and 13 shall be changed to Drainage and Sanitary Sewer Easement.
10. Metes and Bounds and Drawing on north boundary line do not match graphically. Correct appropriately.
11. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I)*

12. Water main must be extended in accordance with City criteria to serve proposed Lots. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G)*
13. Sanitary Sewer main must be extended in accordance with City criteria to serve proposed Lots. Sewer capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H).*
14. Three Party Agreement required for Public Infrastructure.
15. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
16. Check with United States Postal Service (972-393-6326) for establishing the method or mode of mail delivery, the type of mailbox and location of the mailbox for each street delivery address. Centralized delivery is the preferred method of mail delivery.
17. 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*
18. 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.
19. 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,



Christopher G. Armstrong, P.E., CFM
Assistant City Engineer

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. 27.

Meeting Date: 11/16/2021

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:

*** 400 BLOCK LAUREL CREEK DRIVE**

The request of Mitchell Enterprises, LTD (Owner), Vilbig & Associates, PLLC (Civil Engineer) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property in the 400 block of Laurel Creek Drive, being 9.620 acres in the J.B. McAnair Survey, Abstract No. 763, as follows:

Planning and Zoning Commission

Final Plat approval of Laurel Creek Addition, Section Four.

Background:

The property is located in the 400 block of Laurel Creek Drive in west Sherman off West Houston Street and is zoned an R-1 (One-Family Residential) District. The owner would like to plat the property into (24) twenty-four residential lots.

Adjacent Zoning:

R-1 (One-Family Residential) District

R-2 (Multi-Family Residential) District

Origination:

Mitchell Enterprises, LTD (Owner)

Vilbig & Associates, PLLC (Civil Engineer)

Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

Agricultural and Rural – Typically are large parcels that are primarily used for crops or pasture land.

These low density regions surrounding the City do not have significant demands on the transportation or utilities network.

Number of notices mailed:

Not required.

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map

Zoning Map

Laurel Creek Addition, Section 4

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 12/06/2021

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2021 Council Calendar

2022 Council Calendar

2021

Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
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31						

February						
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March						
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April						
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	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	
1/19/2021	Rescheduled - Martin Luther King, Jr. Day
4/23/2021	Called Budget Planning Meeting
5/27/2021	Called Capital Improvement Program Work Session
7/6/2021	Rescheduled - Independence Day
9/7/2021	Rescheduled - Labor Day
9/14/2021	Called Joint Meeting w/SEDCO Board of Directors
11/10/2021	Called Meeting - Canvass of Election Returns
12/13/2021	Rescheduled - Christmas Holiday

2022

Council Calendar

January						
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	Holiday for Firefighters/Police Only
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	City Council Called Meeting
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CALLED MEETINGS	
1/18/2022	Rescheduled - Martin Luther King, Jr. Day
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