

STATE OF TEXAS

§

December 5, 2022

COUNTY OF GRAYSON

§

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on December 5, 2022.

MEMBERS PRESENT: MAYOR DAVID PLYLER; DEPUTY MAYOR JOSH STEVENSON.
COUNCIL MEMBERS DOBBS, HOLLAND, HOWETH, MARROQUIN.

MEMBERS ABSENT: COUNCIL MEMBER TEAMANN.

CALL TO ORDER

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

CALL TO ORDER

SPECIAL PRESENTATION

DENISON POLICE CHIEF MIKE GUDGEL'S PRESENTATION OF A TEXAS POLICE CHIEFS ASSOCIATION BEST PRACTICES ACCREDITATION PROGRAM CERTIFICATE TO THE SHERMAN POLICE DEPARTMENT

POLICE
ACCREDITATION
CERTIFICATE

Mike Gudgel, Police Chief, Denison, Texas, said he is also an Assessor for the Texas Police Chief's Association, and he appeared representing TPCA and their Accreditation Program.

The Texas Police Chief's Association is comprised of over 1,500 professional police chiefs, from all over Texas, that are dedicated to improving the delivery and the quality, of police services.

He appeared to present the Sherman Police Department with a Certificate of Reaccreditation, for continuing to maintain their compliance with law enforcement best practices for law enforcement for the past four years.

Several years ago, the Texas Police Chiefs Association developed the accreditation program for Texas Law Enforcement. It's a program for professional excellence and requires proof of compliance.

This is a voluntary program, where agencies must prove that they meet, or exceed 173 difficult standards. These standards are based on Texas laws, Texas court decisions, and contemporary best practices, identified by the TPCA.

These standards address law enforcement operations, such as use of force, protection of citizen's rights, vehicle pursuits, property and evidence management, and patrol and investigative operations. This accreditation is the "gold standard" for professionalism in Texas.

Approximately four years ago, Sherman obtained this status with TPCA. Since that time, the agency has submitted annual reports, to ensure they continue to meet standards, and continue to provide the citizens of Sherman with quality police services.

COUNCIL MINUTES – DECEMBER 5, 2022

During this process, the Sherman Police Department has once again proven that it meets or exceeds, the best practices for professional law enforcement in Texas. Of the, over 2,700 law enforcement agencies in Texas, only 188 agencies have achieved accredited status, and fewer than that have been reaccredited.

He recognized the Sherman Police Department for their outstanding performance for reaccreditation. His designation assures City management and the citizens of Sherman, that their police department is operating in a manner that reflects the current best practices in Texas law enforcement, and is continually striving for professional ethics, and is one of the best in the State of Texas.

He presented the Certification of Reaccreditation to Police Chief Jason Jeffcoat. Chief Jeffcoat said he was honored to accept the reaccreditation and was grateful that Chief Gudgel was the one selected to present it to him. He said he considered him a mentor and a friend, and it was very “meaningful” to him.

He also thanked every member of the Sherman Police Department that has put the effort in to achieve this reaccreditation. He said, it is not an easy process. He said the Sherman Police Department is an excellent agency and their commitment to this program shows it.

Chief Jeffcoat said they were first accredited in 2018, and they are now on their second term. There are over 173 standards of which they must be proficient and effective to serve the citizens. It holds them accountable to the citizens that they serve, on a daily basis. He assured everyone that the Sherman Police Department will always strive for excellence.

CITIZEN'S COMMENTS

There were no citizen's comments.

CITIZENS COMMENTS

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.

CONSENT AGENDA

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

CONSENT AGENDA

Double Asterisked (**) items are considered to be routine and will be enacted in one motion, subject to the Staff Review Letter, 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. Deputy Mayor Stevenson moved to approve the Consent Agenda, subject to the Staff Review Letter. Second by Council Member Marroquin. All present voted AYE.

Mayor Plyler introduced Ordinance No. 6547 and called for a public hearing:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF SHERMAN, TEXAS, LIMITED TAX NOTES, SERIES 2023"; SPECIFYING THE TERMS AND FEATURES OF SUCH NOTES; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SUCH NOTES; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT AND PROVIDING AN EFFECTIVE DATE.

ORD 6547
LIMITED TAX NOTES

Mary Lawrence, Director of Finance, said with the 2023 Budget, Tax Notes were approved for various pieces of fleet and equipment.

Garry Kimball, President, Specialized Public Finance, Inc.

Mr. Kimball presented a list of 11 bids received for the \$3,095,000 Limited Tax Notes, Series 2023. He said he had not received that many bids in the past six months. The City of Sherman has a AA bond rating.

The winning bid was submitted by Mesirow Financial, at a "true interest cost" of 2.73%, which is within the numbers that the City has been using for budget purposes. He said they do recommend accepting the award and allowing the company to purchase the Limited Tax Notes.

No other citizens appeared before the City Council to discuss Ordinance No. 6547.

Mayor Plyler introduced Ordinance No. 6548 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN ACCEPTING AND APPROVING AN AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN AND A PHASE #2 ASSESSMENT ROLL FOR THE BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN PHASE #2 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN PHASE #2 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS, PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

ORD 6548
BEL AIR VILLAGE
PID AMENDED
SERVICE &
ASSESSMENT PLAN
PHASE 2

Clint Philpott, Assistant City Manager, said this ordinance is to amend the Service and Assessment Plan and the Assessment Roll for the Second Phase, of Bel Air Village Public Improvement District. This phase includes over \$20 million of related infrastructure, and there will be over 500 single family lots.

COUNCIL MINUTES – DECEMBER 5, 2022

There was originally going to be a Phase 2 and a Phase 3 for single family homes. Those have been combined into this phase. Therefore, this will be the last phase of the single-family group.

He presented an updated plan, that includes a change in the interest rate.

No citizens appeared before the City Council to discuss Ordinance No. 6548.

Mayor Plyler introduced Ordinance No. 6549 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 AND ADOPTING ORDINANCE NO. 6549 SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A CHURCH, WOOD ACCESSORY BUILDING AND PAVILION IN AN R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT/R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT/O-1.1 (FM HIGHWAY 1417) OVERLAY DISTRICT AND REPEAL ORDINANCE NO. 4286, LOCATED AT 601 NORTH FM 1417 (HERITAGE PARKWAY), BEING 14.597 ACRES, NAZARENE 1ST ADDITION, BEING A RE-PLAT OF LOTS 1 AND 2, BLOCK 5 OF LAUREL CREEK ADDITION IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 AND THE G.W. McGLOTHLIN SURVEY, ABSTRACT NO. 828 (HERITAGE NAZARENE CHURCH, OWNERS; MIKE HASTINGS; REPRESENTATIVE; AND PRESTON TRAIL 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 6549
SUP FOR CHURCH,
WOOD ACCESSORY
BLDG, PAVILION
(601 N. FM 1417)

Rob Rae, Development Services Director, said this item is for a Specific Use Permit for the Heritage Nazarene Church. They are constructing a new building on their site and needed to update their SUP.

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

Jack Halligan, 201 Arapaho

Mr. Halligan appeared representing the request from Heritage Nazarene Church, and was available if the Council had any questions.

No other citizens appeared before the City Council to discuss Ordinance No. 6549.

Mayor Plyler introduced Ordinance No. 6550 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE C-2 (GENERAL COMMERCIAL) DISTRICT LOCATED IN THE 2300-2700 BLOCKS EAST HIGHWAY 82, BEING 22.705 ACRES IN PART OF THE SAMUEL McGLOTHLIN SURVEY, ABSTRACT NO. 811 AND THE RUBEN HENDRIX SURVEY, ABSTRACT NO. 504 (FROSTFIRE

ORD 6550
ZONE CHANGE
(2300-2700 BLOCKS
OF E. HWY 82)

HWY 82 LLC, OWNERS; MATHIAS HAUBERT, BOHLER ENGINEERING, ENGINEER; LEE ENGINEERING, TRAFFIC ENGINEER; 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.

Mr. Rae said this item is for a zone change, and is also related to Items E-4, E-5, and E-6, which is the same development. This is for a zone change from an R-1 and an M-1 District to a C-2 Commercial District.

The developer is proposing to develop 22.7 acres for a mix of commercial uses and a mini-warehouse or self-storage.

The Planning and Zoning Commission recommended approval of the Zone Change, subject to the Staff Review Letter. There were three letters of opposition, and one of those letters contained 99 signatures and was received by the City staff, prior to the Planning and Zoning Commission Meeting. Most of the comments were related to Item E-5, which is the Multi-Family Development.

Mr. Rae said the proposed usage is compatible with the City's Comprehensive Plan.

Thad Thompson, 3706 Heatherwood Lane

Mr. Thompson said he was formerly a certified property appraiser. He has also seen the traffic study on this property. He said, according to the proposal for a gas station and convenience store on a part of that property, the traffic study shows 2,572 trips in and out of the gas station from FM 1417.

He said this will "only make a bad situation worse." However, if the traffic study is incorrect there won't be very many people entering the gas station from FM 1417. He did not feel it would bring any traffic in from outside. He didn't think the population in the subdivision would be enough to support a gas station and convenience store.

Mary Anderson, 2512 Village Drive

Ms. Anderson said they want to add the gas station and convenience store on the south side of the property, and even if they build the road from Baker to Baker Ridge Road, it doesn't have to be constructed until 2028.

Anyone coming into the proposed gas station must get off at FM 1417, enter the gas station, and then exit through Graystone Drive or under US Hwy 82 across the train tracks. She said the train tracks are a "major situation" because they block the tracks almost every day. She said there was not "good access."

Jon Kendall, 2600 Networking Blvd, #310, Frisco, Texas

Mr. Kendall appeared representing Bohler Engineering, the requester, and was available to answer any questions the Council might have.

COUNCIL MINUTES – DECEMBER 5, 2022

No other citizens appeared before the City Council to discuss Ordinance No. 6550.

Mayor Plyler introduced Ordinance No. 6551 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 2300-2700 BLOCKS EAST HIGHWAY 82, BEING 51.718 ACRES IN PART OF THE SAMUEL McGLOTHLEN SURVEY, ABSTRACT NO. 811 AND THE RUBEN HENDRIX SURVEY, ABSTRACT NO. 504 (FROSTFIRE HWY 82 LLC, OWNERS; MATHIAS HAUBERT, BOHLER ENGINEERING, ENGINEER; LEE ENGINEERING, TRAFFIC ENGINEER; 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.

ORD 6551
ZONE CHANGE
(2300-2700 BLOCKS
OF E. HWY 82)

Mr. Rae said this item is for a zone change, from an R-1 and M-1 District to an R-2 District. A portion of the property is already zoned R-2. The proposed development has 904 multi-family units in their Site Plan.

The Planning and Zoning Commission recommended approval of the zone change. Opposition letters were received about the zone change, specifically about the multi-family, residential portion.

Sherry Sipe, 2516 Village Drive

Ms. Sipe said their neighborhood “has nothing to gain, and everything to lose” with such a massive development of apartments and townhomes. She said the density of this proposal defies the Planning and Zoning Board’s standards.

She said it was known that multi-family developments increase disorder, crime, and create traffic problems, and said, with this instance, the traffic issues become a matter of safety. Ms. Sipe added that it will also decrease property values, because multi-family dwellings are considered lower cost dwellings than single-family homes, and concentrates the population into a smaller area, at a lower cost per person.

Ms. Sipe said this development is unreasonable for this area and provides no compatibility with the current homes on one acre lots. It will also increase the demand for local, public, and retail services, which are already in short supply in Sherman.

She said multi-family housing generates less property tax revenue, per housing unit, than a single-family residence. She said the positive ramifications of this development are zero, while the negative ramifications are many, roads, traffic, railroad hazard, crime, loss of aesthetic value of an open field, loss of wildlife habitat, and loss of a peaceful and crimefree environment. She said it was “not fair to current residents, to allow such an upset to our lifestyle, property, and piece of mind.”

COUNCIL MINUTES – DECEMBER 5, 2022

She added that the 99 signatures on the petition are voices in opposition.

Thad Thompson, 3706 Heatherwood Lane

Mr. Thompson said he found several errors, omissions, and misstatements in the traffic study. Omissions include the narrowing of the railroad at Graystone Drive, the number of trains that pass, and the number of school busses that enter the area. He felt these specifics in the study should be corrected. He felt the traffic generated by the development would not have "minimal effect on the intersection," as stated in the report.

Mary Anderson, 2512 Village Drive

Ms. Anderson said there is poor access to their subdivision. There are trains on the tracks every morning, and they actually switch trains nearby. The trains are not just "traveling through," they actually block the road.

She said Graystone Drive will be the major access point and that road is not wide enough. She asked how many Council Members would like this development built near their own homes.

She said this proposal is not what was suggested for this area in the City's Master Plan. It talked about single-family homes, parks, trails, and things to make it enjoyable. They want to "shove a bunch of buildings in there with a lot of people, with no access to it."

Ms. Anderson said her major concern was emergency vehicles crossing the train tracks. She said there are many senior citizens living in their development, and people could lose their property or their lives because emergency vehicles can't get across the train tracks. They should increase access to the area before a development such as this is built.

No other citizens appeared before the City Council to discuss Ordinance No. 6551.

Mayor Plyler introduced Ordinance No. 6552 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 MINI-WAREHOUSE IN A C-2 (GENERAL COMMERCIAL) DISTRICT IN THE 2300-2700 BLOCKS EAST HIGHWAY 82, BEING 14.819 ACRES IN PART OF THE SAMUEL McGLOTHLEN SURVEY, ABSTRACT NO. 811 AND THE RUBEN HENDRIX SURVEY, ABSTRACT NO. 504 (FROSTFIRE HWY 82 LLC, OWNERS; MATHIAS HAUBERT, BOHLER ENGINEERING, ENGINEER; LEE ENGINEERING, TRAFFIC ENGINEER; 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 6552
SUP FOR
MINI-WAREHOUSE
(2300-2700 BLOCKS
OF E. HWY 82)

COUNCIL MINUTES – DECEMBER 5, 2022

Mr. Rae said this is the last item for this development, and is a Specific Use Permit to allow a mini-warehouse in a C-2 (General Commercial) District.

Two comments they received said this would be a good thing for the neighborhood, the RV storage and mini-warehouse. The Planning and Zoning Commission recommended approval of the Specific Use Permit, subject to the Staff Review Letter. He added that the proposed use is compatible with the City's Comprehensive Master Plan.

Thad Thompson, 3706 Heatherwood Lane

Mr. Thompson said the mini-warehouse will suffer from the same thing that the gas station suffers from. It has lack of visibility and terrible access from FM 1417, and will be supported only by residents of the development. He didn't feel it was suitable for a development of this magnitude, and density of vehicles and people.

Mary Anderson, 2512 Village Drive

Ms. Anderson spoke with the developer and said she felt this was probably the right place for a major storage facility. People moving here won't be able to keep their boats and recreational vehicles in the subdivisions. She said there is no access from Hwy 82.

No other citizens appeared before the City Council to discuss Ordinance No. 6552.

Mayor Plyler introduced Ordinance No. 6553 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 BATTING CAGES IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 3400 TEXOMA PARKWAY, BEING 3.61 ACRES IN PART OF THE HILLARD JENNINGS SURVEY, ABSTRACT NO. 639, BEING PART OF LOTS 10, 12, 13, AND 14, AND ALL OF LOT 11, BLOCK 1, OF REDICK ADDITION (TADLA, OWNER; DAX POWELL, TENANT; AND HELVEY-WAGNER 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 6553
SUP FOR
BATTING CAGES
(3400 TEXOMA PKWY)

Mr. Rae said this is for a Specific Use Permit to allow batting cages on Texoma Parkway. The Planning and Zoning Commission recommended approval of the Specific Use Permit. The proposed use is compatible with the City's Comprehensive Master Plan.

Dax Powell, 27 Sam Roy Lane, Pottsboro

Mr. Powell said he was going to be the tenant in that building, and was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6553.

Mayor Plyler asked that the captions for Ordinance Nos. 6554, 6555, and 6556 be read together.

ORD 6554
BLALOCK INDUSTRIAL
PARK PLANNED
DEVELOPMENT

Mayor Plyler introduced Ordinance No. 6554 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 14 (ZONING ORDINANCE), TO REZONE REAL PROPERTY CONSISTING OF 1,495.57± ACRES, SITUATED IN THE PRESTON KITCHENS SURVEY, ABSTRACT NO. 667, SHERROD DUNMAN SURVEY, ABSTRACT NO. 329, ELIZABETH JONES SURVEY, ABSTRACT NO. 625, AND WILLIAM MARTIN SURVEY, ABSTRACT NO. 765, IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS; PROVIDING THAT THE REAL PROPERTY IS REZONED AND PLACED IN THE PLANNED DEVELOPMENT DISTRICT/LIGHT MANUFACTURING (M-1) DISTRICT (PD/M-1) ZONING CLASSIFICATION; DESCRIBING THE TRACT TO BE REZONED; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF \$2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

Mayor Plyler introduced Ordinance No. 6555 and called for a public hearing:

ORD 6555
ZONING ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING EXHIBIT 1 (GENERAL ZONING ORDINANCE), EXHIBIT A-1 (MATRIX OF PERMITTED USES) AND EXHIBIT B (ZONING – BLALOCK INDUSTRIAL PARK) OF CHAPTER 14 (ZONING ORDINANCE) OF THE CODE OF ORDINANCES, CITY OF SHERMAN, TEXAS; ADOPTING A NEW COMPREHENSIVE ZONING ORDINANCE TO BE CODIFIED AT ARTICLE 14.01 (GENERAL PROVISIONS) THROUGH ARTICLE 14.11 (SHERMAN MUNICIPAL AIRPORT HAZARD ZONING ORDINANCE) OF CHAPTER 14 OF THE CODE OF ORDINANCES; ESTABLISHING NEW ZONING REGULATIONS WITHIN THE CITY OF SHERMAN, TEXAS IN ACCORDANCE WITH CHAPTER 211 OF THE TEXAS LOCAL GOVERNMENT CODE, THE HOME RULE CHARTER OF THE CITY OF SHERMAN, TEXAS AND OTHER LAW; REGULATING AND RESTRICTING THE HEIGHT, NUMBER OF STORIES AND SIZE OF BUILDINGS AND OTHER STRUCTURES, THE PERCENTAGE OF LOTS THAT MAY BE OCCUPIED, THE SIZE OF THE YARDS, COURTS AND OTHER OPEN SPACES, THE DENSITY OF POPULATION, THE LOCATION AND USE OF BUILDINGS, STRUCTURES AND LAND FOR TRADE, INDUSTRY, RESIDENCE OR OTHER PURPOSE; AND IN THE CASE OF DESIGNATED PLACES AND AREAS OF HISTORIC AND CULTURAL IMPORTANCE, TO REGULATE AND RESTRICT THE CONSTRUCTION, ALTERATION, RECONSTRUCTION OR RAZING OF BUILDINGS AND OTHER STRUCTURES; DEFINING TERMS; PROVIDING FOR VARIANCES AND APPEALS; AMENDING CHAPTER 14 (ZONING ORDINANCE), ARTICLE 14.01 (GENERAL PROVISIONS), ARTICLE 14.02 (SHERMAN MUNICIPAL AIRPORT HAZARD ZONING ORDINANCE), ARTICLE 14.03 (PLANNING AND ZONING BOARD), ARTICLE 14.04 (GENERAL ZONING ORDINANCE) AND ARTICLE 14.05 (ZONING – BLALOCK

INDUSTRIAL PARK); PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING REPEALING AND SEVERABILITY CLAUSES; PROVIDING A PENALTY WITH A MAXIMUM FINE OF \$2,000.

Mayor Plyler introduced Ordinance No. 6556 and called for a public hearing:

ORD 6556
ZONING ORDINANCE
FEES, FINES

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, TO ADD APPENDIX C, COMPREHENSIVE FEE SCHEDULE, AND AMENDING ARTICLE 3.14 (PERMIT, DEVELOPMENT AND REGISTRATION FEES); ESTABLISHING AND ORGANIZING FEES, FINES AND OTHER CHARGES TO BE ASSESSED AND COLLECTED BY THE CITY OF SHERMAN; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF \$2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

Mr. Rae said Ordinance 6554 pertains to the Blalock Industrial Park, and is connected to the staff recommendation to update the Zoning Ordinance. The Blalock Industrial Park was originally created in 1962, and was created as a distinct zoning district, with requirements specific to that industrial park. At that time, the industrial park helped attract some very large businesses, some that are still there.

The Blalock Industrial Park is not a “standard zoning district,” but is a unique district by itself. Generally, the property outside the Blalock Industrial Park cannot be zoned to Blalock Industrial Park, nor can the property currently in that designation be removed from the industrial park. There are some other legal requirements that might make that possible. The district is contained to the legal description in the ordinance.

The Blalock Industrial Park is a district that consists of almost 1,500 acres, and is a Master Planned Development District, with unique regulations, specific to that.

Mr. Rae said it is the staff recommendation to rezone the Blalock Industrial Park as a Planned Development District. In 1962, the City of Sherman didn’t have Planned Developments, which were created in 2019 to allow for master planned communities.

The Planned Development District is a tool to facilitate the planning, design, and development of integrated land uses on large tracts of land, they further the goals of the comprehensive plan, and provide a cohesive land plan. He said it also permits greater flexibility and creativity and provides assurance of high-quality standards and a consistent vision.

Mr. Rae outlined the regulations and standard that are included in the Blalock Industrial Park District. He said they are not becoming more restrictive, and if anything, are more lenient. He outlined, the new regulations and standards, including minimum lot area, setbacks, screening, parking, and signs.

Council action today would be to consider adoption of the Blalock Industrial Park Planned Development.

Mr. Rae said Ordinance 6555 is the proposed update of the Zoning Ordinance, which began in early 2022. The original direction from the Council was to provide more flexibility in zoning districts and to consider changing the way Patio Homes were implemented.

He said minor amendments have updated the Zoning Ordinance, in the past, however nothing as large as this review has occurred. A Planning and Zoning Subcommittee was established to review the ordinance and make recommendations.

The Planning and Zoning Commission has reviewed the recommendations, and a Council Work Session was held to review the proposed recommendations. The proposed Zoning Ordinance was also reviewed by the City's legal Council and Halff Associates, the City's third-party consultants.

Updates for the Zoning Ordinance were made in three of the sections, in "Zoning Districts," "Supplementary District Regulations," and "Use Chart."

He said the recommendation is to go from four zoning districts to 11 or 12, which will add more flexibility for additional housing types. Mr. Rae provided a summary of the regulations for the various zones, and highlighted the regulations that have changed, since it was originally presented to Council. The setbacks on R-4 and Townhomes was changed on the recommendation of the City's consultant.

One new district, the C-N (Neighborhood Commercial) District, was added to the Commercial and Manufacturing Zoning Districts. Three of the districts did change, at the request of the City's consultant. Their emphases was having more separation between manufacturing districts and other districts. Therefore, they suggested that the City increase the setbacks and the lot widths to accommodate that distance.

Changes to the Supplementary District Regulations are additions, and concern accessory buildings and structures, and parking and off-street loading areas. He outlined the changes for these regulations.

Mr. Rae said a big change for the Multi-Family designation is the reduction of the parking standards for Multi-Family. Currently the requirement is one parking space per bedroom, but the proposed change would be one parking space for an efficiency unit, 1.5 spaces for one bedroom, 2 spaces for two bedrooms, 2.5 spaces for three bedrooms, and 3 spaces for four bedrooms. This reduces the amount of concrete for parking, that a multi-family developer would need to provide. He said this change was compatible with peer cities.

One of the big changes for the Zoning Ordinance was including a use chart, that defines uses that are permitted in the City, and

COUNCIL MINUTES – DECEMBER 5, 2022

whether they are permitted by “right,” require a Specific Use Permit, or a Temporary Use Permit. This would put all permit fees in the same section.

No citizens appeared before the City Council to discuss Ordinance Nos. 6554, 6555, and 6556.

Mayor Plyler introduced Ordinance No. 6557 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, READOPTING CHAPTER 8, ARTICLE 8.04, DIVISION 2 OF THE CODE OF ORDINANCES, ENTITLED “CURFEW HOURS FOR MINORS”, WITH NO MODIFICATIONS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 6557
CURFEW FOR
MINORS

Ryan Pittman, City Attorney, explained that State law requires the City Council to review and hold a public hearing on the Juvenile Curfew Ordinance. Sherman’s curfew ordinance has been on the books for many years, and State law requires that the Council review and hold the public hearing at least once every three years. The last review was in December 2019.

The purpose of the review is to evaluate the effect of the ordinance on the community and the problems that the ordinance was intended to remedy.

No citizens appeared before the City Council to discuss Ordinance No. 6557.

The Public Hearing was closed.

Ordinance 6547

AN ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF SHERMAN, TEXAS, LIMITED TAX NOTES, SERIES 2023”; SPECIFYING THE TERMS AND FEATURES OF SUCH NOTES; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SUCH NOTES; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT AND PROVIDING AN EFFECTIVE DATE.

ORD 6547
LIMITED TAX NOTES

ACTION TAKEN.

Motion by Council Member Howeth to adopt Ordinance No. 6547, as presented. Second by Council Member Stevenson.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson.
VOTING NAY: None.
MOTION CARRIED.

Ordinance 6548

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN ACCEPTING AND APPROVING AN AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN AND A PHASE #2 ASSESSMENT ROLL FOR THE BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL

ORD 6548
BEL AIR VILLAGE
PID AMENDED
SERVICE &
ASSESSMENT PLAN
PHASE 2

BENEFIT TO THE PROPERTY IN PHASE #2 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN PHASE #2 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS, PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

Clint Philpott, Assistant City Manager, said these resolutions relate to Phase 2 of the Bel Air Village Public Improvement District. It includes both the landowner agreement and the reimbursement agreement.

The reimbursement agreement is different than the one on the next item. This is the process in which the developer will pay to install the public improvements, about \$20 million. Those funds will be assessed to property owners, collected through the City, and it addresses how the developer can request reimbursement for expenses, as they are collected.

As someone moves in, the assessment is charged annually, and paid as part of the property taxes. That assessment will be put into a separate account, and the developer can request that money back, in terms of the landowner agreement.

It also includes disclosure documents so anyone purchasing property in the Public Improvement District understands what they are agreeing too.

The reimbursement agreement was also updated to account for the updated interest rate index.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to adopt Ordinance No. 6548, and approve changes in the final service assessment plan, as distributed tonight. Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

Ordinance 6549

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280 AND ADOPTING ORDINANCE NO. 6549 SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A CHURCH, WOOD ACCESSORY BUILDING AND PAVILION IN AN R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT/R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT/O-1.1 (FM HIGHWAY 1417) OVERLAY DISTRICT AND REPEAL ORDINANCE NO. 4286, LOCATED AT 601 NORTH FM 1417 (HERITAGE PARKWAY), BEING 14.597 ACRES, NAZARENE 1ST ADDITION, BEING A RE-PLAT OF LOTS 1 AND 2, BLOCK 5 OF LAUREL CREEK ADDITION IN THE J.B. McANAIR

ORD 6549
SUP FOR CHURCH,
WOOD ACCESSORY
BLDG, PAVILION
(601 N. FM 1417)

SURVEY, ABSTRACT NO. 763 AND THE G.W. McGLOTHLIN SURVEY, ABSTRACT NO. 828 (HERITAGE NAZARENE CHURCH, OWNERS; MIKE HASTINGS; REPRESENTATIVE; AND PRESTON TRAIL 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.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to adopt Ordinance No. 6549, as presented. Second by Council Member Dobbs.

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

VOTING NAY: None.

MOTION CARRIED.

Ordinance 6550

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE C-2 (GENERAL COMMERCIAL) DISTRICT LOCATED IN THE 2300-2700 BLOCKS EAST HIGHWAY 82, BEING 22.705 ACRES IN PART OF THE SAMUEL McGLOTHLEN SURVEY, ABSTRACT NO. 811 AND THE RUBEN HENDRIX SURVEY, ABSTRACT NO. 504 (FROSTFIRE HWY 82 LLC, OWNERS; MATHIAS HAUBERT, BOHLER ENGINEERING, ENGINEER; LEE ENGINEERING, TRAFFIC ENGINEER; 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.

ORD 6550
ZONE CHANGE
(2300-2700 BLOCKS
OF E. HWY 82)

Ordinance 6551

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 2300-2700 BLOCKS EAST HIGHWAY 82, BEING 51.718 ACRES IN PART OF THE SAMUEL McGLOTHLEN SURVEY, ABSTRACT NO. 811 AND THE RUBEN HENDRIX SURVEY, ABSTRACT NO. 504 (FROSTFIRE HWY 82 LLC, OWNERS; MATHIAS HAUBERT, BOHLER ENGINEERING, ENGINEER; LEE ENGINEERING, TRAFFIC ENGINEER; 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.

ORD 6551
ZONE CHANGE
(2300-2700 BLOCKS
OF E. HWY 82)

Ordinance 6552

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 MINI-WAREHOUSE IN A C-2 (GENERAL COMMERCIAL) DISTRICT IN THE 2300-2700 BLOCKS EAST HIGHWAY 82, BEING 14.819 ACRES IN PART OF THE SAMUEL McGLOTHLEN SURVEY, ABSTRACT NO. 811 AND THE RUBEN HENDRIX SURVEY, ABSTRACT NO. 504 (FROSTFIRE HWY 82 LLC, OWNERS; MATHIAS HAUBERT, BOHLER ENGINEERING, ENGINEER; LEE ENGINEERING, TRAFFIC ENGINEER; AND

ORD 6552
SUP FOR
MINI-WAREHOUSE
(2300-2700 BLOCKS
OF E. HWY 82)

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.

Deputy Mayor Stevenson asked if a traffic study had already been completed on the Specific Use Permit for Ordinance Nos. 6550, 6551, and 6552.

Wayne Lee, Director of Engineering, said a traffic analysis had been done. It says that Frisco Road and Graystone Drive have a situation of Level Service A, which is a .7 second delay during peak morning hours. The study shows it would be Level Service D, or over a 25 second delay, trying to go out to Frisco Road.

Mr. Lee said he reviewed the National Manual that was used and he "can't find anything to refute the numbers" that the engineer came up with in the study itself.

Deputy Mayor Stevenson asked if the main entrance would be off of Graystone Drive and Frisco Road. Mr. Lee said they indicate 40% of the traffic would be at those streets. Sixty percent would be on the highway service road and a new connection to Baker Ridge Road, from Baker Road to Baker Ridge Road.

Council Member Dobbs asked if that road could handle emergency response. Robby Hefton, City Manager, said there is not a separate study for emergency response. He said the question is, does the traffic that is contemplated from this development, necessitate improvement or widening, or the expansion of any of the roadways, Graystone, Baker Road, or Baker Ridge.

Mr. Lee said a two-lane road will accommodate the volume of traffic that the PIA is showing. Graystone Road is a two-lane road, and Baker Road is a gravel road. The study indicates that improvements need to be made to make those asphalt. Council Member Dobbs asked about when those improvements would be made and who would pay for them.

Mr. Lee said the improvements are expected to be made by the developer and they would need to be done when he starts having a lot of development with the apartment complex, that would generate a lot of traffic. The connection would be required, as well as any access and driveways.

Deputy Mayor Stevenson verified that the roads would have to be improved before they would be allowed to build the multi-family portion of the development.

Council Member Howeth asked if the developer understood that he would have to widen the road and make improvements.

Mr. Kendall said they understood that, before they could do any residential development, they would need to construct two 12 foot lanes, being 24 foot asphalt roads. They would also construct a connection from Baker Ridge Road to Baker Road, which would

COUNCIL MINUTES – DECEMBER 5, 2022

allow entrance to Hwy 82. He said “whoever went first” would be required to start the improvements first.

Mayor Plyler asked, at what point during the construction would they take care of the roads. Mr. Kendall said during the utility phase, before any Certificate of Occupancy. Mr. Hefton verified that the requirement would be part of the Staff Review Letter.

Council Members talked about possible access by the streets and Mr. Kendall said they would have to “look at it.”

Mr. Thompson said there is a culvert located east of the railroad track, and it is 21 feet wide at the east end, and 24 feet wide at the west end. It is located on railroad property, and if the road is going to be widened, the railroad will need to be involved.

Council Member Dobbs said this will continue to happen, where people have lived in Sherman with “open land” located behind them. The City Council has a limited amount of control over the sale and development of “raw land.”

Mr. Hefton said, property rights are held in high regard in Texas, and many laws are designed to protect the property rights of owners. Both property owners that want to sell their property for development and property owners living near this land for sale. There is a balance between the rights of property owners and those developing a site. Safety, traffic, and other things must be considered as property develops.

Mr. Hefton said that’s what the City is trying to do, hear the concerns of the property owners, about safety, access for emergency vehicles, and other issues. The developers have committed to making needed improvements, such as widening the road and improving the surface. The Staff Review Letter would also require that improvement be made to the roads to meet the standards.

Mr. Hefton added that, if these developments, conform to the City’s Master Plan, and the City requires road improvements, and can work with the developer and property owners to work that out, even if the City takes the project over and the developer pays for it, the money could be put in escrow for the project.

Ms. Anderson asked how traffic would get back into the development. Mr. Kendall said they could come in different ways, depending on where they were coming from.

Mr. Hefton confirmed that the property was already zoned properly.

Ms. Sipe said they aren’t opposed to 50 homes on one acre lots, but 900 homes, and about 3,000 more people? She felt that was unreasonable.

Council Member Dobbs wanted to tell the entire community, this is happening, and developers can “build within their rights.” He said everyone is dealing with this. The Council is trying to make it work

and trying to make it better. Someone buying the land can do what they want with it, within the parameters that have been set by the Council. They are trying to “make it better.”

Mr. Kendall said, their southern border is a major highway, and their western border is a railroad track, and from a marketing standpoint, the property is not attractive for one acre lots and there’s not a huge market for that.

Mr. Kendall confirmed that they have obtained access for Baker Ridge Road.

A man from the audience said the Sherman Independent School District is extremely concerned about this development and will have to hire more bus drivers and build more schools. He indicated that the SISD was unaware of this development.

Mayor Plyler said the SISD receives a copy of the City Council’s agenda, so they are aware, and Mr. Hefton said the staff meets with the SISD regularly. Mr. Kendall said the project is 36 months out.

David Cortinas, 3808 Crimsonwood Drive

Mr. Cortinas said growth is inevitable, and Sherman is currently experiencing “hyper growth.” There needs to be smart living, and smart planning. Growth is going to come, and the City has done a good job of it so far. He urged them to continue to keep the citizens in mind.

He said there is no recreation there, maybe the City could add a park to help. He urged them to listen to what these citizens are saying, because there is traffic and there will be congestion.

ACTION TAKEN.

Motion by Council Member Howeth to adopt Ordinance Nos. 6550, 6551, and 6552, as presented. Second by Council Member Holland.

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

VOTING NAY: None.

MOTION CARRIED.

Ordinance 6553

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 BATTING CAGES IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 3400 TEXOMA PARKWAY, BEING 3.61 ACRES IN PART OF THE HILLARD JENNINGS SURVEY, ABSTRACT NO. 639, BEING PART OF LOTS 10, 12, 13, AND 14, AND ALL OF LOT 11, BLOCK 1, OF REDICK ADDITION (TADLA, OWNER; DAX POWELL, TENANT; AND HELVEY-WAGNER 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 6553
SUP FOR
BATTING CAGES
(3400 TEXOMA PKWY)
(TIED TO REQUESTOR)

Council Member Howeth asked if the Specific Use Permit was tied to the individual. Mr. Rae said it was not.

ACTION TAKEN.

Motion by Council Member Howeth to adopt Ordinance No. 6553, but granted to the individual applicant making the request. Second by Deputy Mayor Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

Ordinance 6554

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 14 (ZONING ORDINANCE), TO REZONE REAL PROPERTY CONSISTING OF 1,495.57± ACRES, SITUATED IN THE PRESTON KITCHENS SURVEY, ABSTRACT NO. 667, SHERROD DUNMAN SURVEY, ABSTRACT NO. 329, ELIZABETH JONES SURVEY, ABSTRACT NO. 625, AND WILLIAM MARTIN SURVEY, ABSTRACT NO. 765, IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS; PROVIDING THAT THE REAL PROPERTY IS REZONED AND PLACED IN THE PLANNED DEVELOPMENT DISTRICT/LIGHT MANUFACTURING (M-1) DISTRICT (PD/M-1) ZONING CLASSIFICATION; DESCRIBING THE TRACT TO BE REZONED; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF \$2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

ORD 6554

BLALOCK INDUSTRIAL
PARK PLANNED
DEVELOPMENT

Ordinance 6555

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING EXHIBIT 1 (GENERAL ZONING ORDINANCE), EXHIBIT A-1 (MATRIX OF PERMITTED USES) AND EXHIBIT B (ZONING – BLALOCK INDUSTRIAL PARK) OF CHAPTER 14 (ZONING ORDINANCE) OF THE CODE OF ORDINANCES, CITY OF SHERMAN, TEXAS; ADOPTING A NEW COMPREHENSIVE ZONING ORDINANCE TO BE CODIFIED AT ARTICLE 14.01 (GENERAL PROVISIONS) THROUGH ARTICLE 14.11 (SHERMAN MUNICIPAL AIRPORT HAZARD ZONING ORDINANCE) OF CHAPTER 14 OF THE CODE OF ORDINANCES; ESTABLISHING NEW ZONING REGULATIONS WITHIN THE CITY OF SHERMAN, TEXAS IN ACCORDANCE WITH CHAPTER 211 OF THE TEXAS LOCAL GOVERNMENT CODE, THE HOME RULE CHARTER OF THE CITY OF SHERMAN, TEXAS AND OTHER LAW; REGULATING AND RESTRICTING THE HEIGHT, NUMBER OF STORIES AND SIZE OF BUILDINGS AND OTHER STRUCTURES, THE PERCENTAGE OF LOTS THAT MAY BE OCCUPIED, THE SIZE OF THE YARDS, COURTS AND OTHER OPEN SPACES, THE DENSITY OF POPULATION, THE LOCATION AND USE OF BUILDINGS, STRUCTURES AND LAND FOR TRADE, INDUSTRY, RESIDENCE OR OTHER PURPOSE; AND IN THE CASE OF DESIGNATED PLACES AND AREAS OF HISTORIC AND CULTURAL IMPORTANCE, TO REGULATE AND RESTRICT THE CONSTRUCTION, ALTERATION, RECONSTRUCTION OR RAZING OF BUILDINGS AND OTHER STRUCTURES; DEFINING TERMS; PROVIDING FOR VARIANCES AND APPEALS; AMENDING CHAPTER 14 (ZONING ORDINANCE), ARTICLE 14.01 (GENERAL PROVISIONS), ARTICLE 14.02 (SHERMAN MUNICIPAL AIRPORT

ORD 6555

ZONING ORDINANCE

HAZARD ZONING ORDINANCE), ARTICLE 14.03 (PLANNING AND ZONING BOARD), ARTICLE 14.04 (GENERAL ZONING ORDINANCE) AND ARTICLE 14.05 (ZONING – BLALOCK INDUSTRIAL PARK); PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING REPEALING AND SEVERABILITY CLAUSES; PROVIDING A PENALTY WITH A MAXIMUM FINE OF \$2,000.

Ordinance 6556

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, TO ADD APPENDIX C, COMPREHENSIVE FEE SCHEDULE, AND AMENDING ARTICLE 3.14 (PERMIT, DEVELOPMENT AND REGISTRATION FEES); ESTABLISHING AND ORGANIZING FEES, FINES AND OTHER CHARGES TO BE ASSESSED AND COLLECTED BY THE CITY OF SHERMAN; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF \$2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

ORD 6556
ZONING ORDINANCE
FEES, FINES

ACTION TAKEN.

Motion by Council Member Howeth to adopt Ordinance Nos. 6554, 6555, and 6556, as presented. Second by Deputy Mayor Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

Ordinance 6557

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, READOPTING CHAPTER 8, ARTICLE 8.04, DIVISION 2 OF THE CODE OF ORDINANCES, ENTITLED "CURFEW HOURS FOR MINORS", WITH NO MODIFICATIONS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 6557
CURFEW FOR
MINORS

Deputy Mayor Stevenson asked if the curfew ordinance is still needed. Mr. Pittman said he was not aware of any changes that had been proposed or any issues with the ordinance.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to adopt Ordinance No. 6557, as presented. Second by Council Member Dobbs.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6996 – AUTHORIZING EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT, INCLUDING WITHOUT LIMITATION, THAT CERTAIN PHASE #2 LANDOWNER AGREEMENT AND BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT PHASE #2 REIMBURSEMENT AGREEMENT

A RESOLUTION OF THE CITY COUNCIL OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF CERTAIN DOCUMENTS IN

RES 6996
BEL AIR VILLAGE
PID, PHASE 2
LANDOWNER
AGREEMENT

CONNECTION WITH THE BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT, INCLUDING, WITHOUT LIMITATION, THAT CERTAIN PHASE #2 LANDOWNER AGREEMENT AND BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT PHASE #2 REIMBURSEMENT AGREEMENT.

RESOLUTION NO. 6997 – AUTHORIZING EXECUTION OF THE SECOND AMENDMENT TO THE BEL AIR VILLAGE MASTER DEVELOPMENT AGREEMENT WITH TERRA PERPETUA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AMENDING THE TERMS AND CONDITIONS OF THE BEL AIR VILLAGE MASTER DEVELOPMENT AGREEMENT DATED DECEMBER 18, 2020 AND APPROVED BY RESOLUTION NO. 6676

RES 6997
BEL AIR VILLAGE
MASTER
DEVELOPMENT
AGREEMENT
AMENDMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF THE SECOND AMENDMENT TO THE BEL AIR VILLAGE MASTER DEVELOPMENT AGREEMENT WITH TERRA PERPETUA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AMENDING THE TERMS AND CONDITIONS OF THE BEL AIR VILLAGE MASTER DEVELOPMENT AGREEMENT DATED DECEMBER 18, 2020 AND APPROVED BY RESOLUTION NO. 6676.

Mr. Philpott said Resolution 6996 is the assessment that is collected from the City to the developer, and Resolution 6997 is the reimbursement to the developer to complete the roads and infrastructure that the City agreed to pay, for the Bel Air Planned Development. Those are paid directly from the City and not from an assessment.

Some of those funds are coming from existing CIP funds from previous years, and some will come from the issuance this spring.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to approve Resolution Nos. 6996 and 6997, the Phase 2 landowners' agreement and changes in the final Public Improvement District Phase 2 Reimbursement Agreement, distributed tonight. Second by Council Member Dobbs.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6998 – AUTHORIZING THE EXECUTION OF A PROFESSIONAL DESIGN SERVICES AGREEMENT WITH DUNKEN SIMS STOFFELS, INC. FOR THE DESIGN OF BALLFIELD LIGHTING, TRAIL LIGHTING, AND SHADING AT PECAN GROVE ATHLETIC COMPLEX

RES 6998
BALLFIELD LIGHTING
TRAIL LIGHTING &
SHADING AT
PECAN GROVE
ATHLETIC COMPLEX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A PROFESSIONAL DESIGN SERVICES AGREEMENT WITH DUNKEN SIMS STOFFELS, INC. FOR THE DESIGN OF BALLFIELD LIGHTING, TRAIL LIGHTING AND SHADING AT PECAN GROVE ATHLETIC COMPLEX.

Theresa Hutchinson, Parks and Recreation Manager, said this contract will be for ballfield lighting, trail lighting, and shading at

COUNCIL MINUTES – DECEMBER 5, 2022

Pecan Grove Athletic Complex. The contract is with the original designer of the Complex.

Deputy Mayor Stevenson asked about a timeline for the project. Ms. Hutchinson said they hope it will be done in the summer, but they are trying to avoid games that are scheduled at the Complex.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to approve Resolution No. 6998, as presented. Second by Council Member Holland.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6999 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PAPE-DAWSON ENGINEERS, INC. FOR SHERMAN WATER TREATMENT PLANT – CONCENTRATE DISCHARGE AND OUTFALL DESIGN SERVICES
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PAPE-DAWSON ENGINEERS, INC. FOR SHERMAN WATER TREATMENT PLANT – CONCENTRATE DISCHARGE AND OUTFALL DESIGN SERVICES.
CONSENT AGENDA.

RES 6999
WATER TREATMENT
PLANT
CONSTRUCTION

RESOLUTION NO. 7000 – AUTHORIZING THE PURCHASE OF TWO NEW 2023 ACX64 WITH NEW WAY 31 YD SIDEWINDER AUTOMATED SIDE LOADER TRUCKS FROM CHASTANG ENTERPRISE FOR THE SOLID WASTE DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)

RES 7000
SOLID WASTE
VEHICLES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF TWO NEW 2023 ACX64 WITH NEW WAY 31 YD SIDEWINDER AUTOMATED SIDE LOADER TRUCKS FROM CHASTANG ENTERPRISES FOR THE SOLID WASTE DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

RESOLUTION NO. 7001 – AUTHORIZING THE PURCHASE OF A 2023 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 7001
AMBULANCE
PURCHASE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2023 FRAZER TYPE I 14' MODULE AMBULANCE FOR THE SHERMAN FIRE DEPARTMENT FROM KNAPP CHEVROLET AND FRAZER, LTD. THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC).
CONSENT AGENDA.

OTHER BUSINESS

RECEIVE UPDATE FROM TEXAS DEPARTMENT OF TRANSPORTATION PARIS DISTRICT ENGINEER NOEL PARAMANANTHAM ON TXDOT PROJECTS

TXDOT PROJECT
UPDATE

Noel Paramanantham, Texas Department of Transportation Paris District Engineer, updated Council Members on TxDOT Projects. He emphasized that November 7, 2000, was the last day without a death on Texas highways. Twenty-two years have gone by and he said, there are “a number of deaths” on the highways. Currently there are an average of 12 deaths per day, and TxDOT’s goal is to end the streak of deaths on the highway.

The Hwy 75 project, from FM 1417 to SH 91 (Texoma Parkway), is a \$155 million project that was let in September 2019, to reconstruct the highway to a six-lane configuration. The contractor bid to complete the project six months ahead of schedule, and they are on schedule. Currently the project is about 75% complete, and there is a lot of underground work that is not visible that has been done. The estimated completion date is December 2023.

Completion dates on portions of the project include the U-turns at Washington and Center Streets, which should be completed by late December 2022. However, the company that was doing the asphalt went out of business, due to Covid, and another contractor had to be hired. This part of the project is still in the original timeframe, and he said they expect it to be open by the end of December 2022.

Mr. Paramanantham said the SH 91 underpass is also expected to be open by late December 2022, as scheduled. The bridge is complete for the U-turns at US 82 and US 75, but the connections still need to be made. The estimated date is July 2023. The Loy Lake bridge is expected to be fully open in August 2023.

He said they are working on Houston and Lamar Streets and expect to open those intersections in April 2023. Council Member Howeth expressed concern that Houston and Lamar Streets aren’t open, and it appears that they are about ready to close North Travis Street, by Kam Korners. Mr. Paramanantham said they will have Hwy 91 open before they close Travis Street, so there will be access to get around the construction.

Deputy Mayor Stevenson asked if there was a schedule on Post Oak Bridge and Hwy 75. Mr. Paramanantham said he would address that part of the project shortly.

He also addressed some projects that are outside of Sherman, including US 75 from the Collin County Line to FM 902, which was rebuilt about two years ago. The plan is to add an additional lane, to make it a six-lane section. At that time, the Frontage Roads will also be made one-way. The project will cost about \$65 million. They plan to bid the project in 2025, but might be able to move it up to 2024.

The second segment is US 75 from FM 902 to FM 1417, and is called the Texas Instruments segment. They would probably let that as one project, due to the funding commitment they have. Hopefully, those projects will be combined and let in 2024.

They are currently working on segment three, which is FM 1417 to SH 91. Segment four is from SH 91 (Texoma Parkway) to US 82,

and requires a lot of maintenance. At the time it was designed in the 1970s or 1980s, the projected traffic was supposed to be 30,000. However, they are seeing anywhere from 60,000 to 80,000 vehicles on that portion annually. Therefore, they spend about \$220 million annually for repairs on that portion of US 75.

Currently there is not funding for that project, and he asked if the Council would like to assist with funding, because that helps move the project forward at a faster pace.

Segment five is from US 82 to North Loy Lake, in Denison. This portion is fully funded and is scheduled for Summer, between the end of 2024 and 2025. This could be affected by the huge inflation in construction costs. Inflation has increased 30% in the last three months. With that additional 30%, he said they do not have the funds for the project. He is going to request additional funding.

He did mention the segment from North Loy Lake to FM 120 in Denison. They are starting to “push” that segment too.

Mr. Paramanantham said the FM 1417 project, from US 82 to SH 56, is 61% complete, and they are working on the southbound side now. They expect to have the west side complete by the Winter of 2023, with the entire project completion expected in Spring 2024. The Lamberth Street opening is scheduled for December 16, 2022, and the traffic switch north of Lamberth Road is scheduled for February 2023.

Intersections at Washington and Taylor, with FM 1417 will be closed next year, however the timeframe will be announced next year.

Mr. Paramanantham said the Post Oak Creek Bridge on South Travis Street is under construction and is about 45% complete. They are working on one side of the bridge at a time to keep the traffic running. There might be some times that it needs to be shut down entirely, but it will be short term. The estimated completion is May 2023.

The Post Oak Creek Bridge maintenance at SH 56 is 100% complete. Unfortunately, they did have to shut the bridge down completely, but it has reopened.

Another project on US 82 goes all the way to the Cooke County Line, and is primarily a safety project.

Council Member Holland asked about ideas they have for Sherman to help eliminate accidents on US 75. Mr. Paramanantham said it really comes down to information. Why do people not wear seatbelts, why do they look at their phone in the middle of traffic? Education at any public event the City has helps bring it to the forefront.

Council Member Marroquin felt the Washington and Center Street turnarounds need to be a priority. He said traffic is horrible in the morning and afternoon. Mr. Paramanantham said losing the

asphalt contractor hurt that part of the project, but hopefully, by the end of the month, that will be open.

Deputy Mayor Stevenson said in the temporary southbound lane on US 75, the rumble strip is right in the wheel path. He said many drivers almost hit the wall, trying to avoid the strip. He felt it was creating a dangerous situation. Mr. Paramanatham said they would look at it.

REPLAT APPROVAL OF B.H. MOORE HEIRS ADDITION, LOT 8R, BLOCK 16, BEING 0.200 ACRES IN PART OF THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56, AND BEING THE SOUTH 100 FT. OF LOT 8, BLOCK 16 OF THE B.H. MOORE HEIRS ADDITION; MORAN DEVELOPMENTS, LLC, OWNER AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR (1228 SOUTH RUSK STREET)

The City Council approved the Replat of B.H Moore Heirs Addition, a 0.200 acre tract, located at 1228 South Rusk Street.

The property is zoned R-1 (One-Family Residential) District, and the owner would like to plat the property into one lot for residential development. The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.

CONSENT AGENDA, SUBJECT TO STAFF REVIEW LETTER.

REPLAT APPROVAL OF 709 EAST LAMBERTH ADDITION, BLOCK 1, LOT 1, BEING 0.152 ACRES IN THE GEORGE B. PILANT SURVEY, ABSTRACT NUMBER 963, AND ALSO BEING PART OF LOT 3, BLOCK 1, EAST SIDE ADDITION; LUKE SCHEIBMEIR, OWNER AND PRESTON TRAIL LAND SURVEYING, SURVEYOR (709 EAST LAMBERTH)

The City Council approved the Replat of 709 East Lamberth Addition, a 0.152 acre tract, located at 709 East Lamberth Road.

The property is zoned R-1 (One-Family Residential) District, and the owner would like to plat 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, SUBJECT TO STAFF REVIEW LETTER.

REPLAT APPROVAL OF EMAAR ADDITION, BEING 0.317 ACRES IN THE GEORGE B. PILANT SURVEY, ABSTRACT NO. 963, AND ALSO BEING ALL OF LOT 4 AND PART OF LOT 5, BLOCK 2, J.C. LINNSTEAD ADDITION; NAVEED OWAIS, EMAAR TX LLC, OWNER AND UNDERWOOD DRAFTING & SURVEYING, SURVEYOR (514 SOUTH DEWEY AVENUE)

The City Council approved the Replat of Emaar Addition, a 0.317 acre tract, located at 514 South Dewey Avenue.

The property is zoned C-1 (Retail Business) District, and the owner would like to plat the property into one lot for commercial development, subject to the Staff Review Letter.

CONSENT AGENDA, SUBJECT TO STAFF REVIEW LETTER.

APPROVE REPLAT
B.H. MOORE HEIRS,
SAMUEL BLAGG,
B.H. MOORE HEIRS
(1228 S. RUSK ST)

APPROVE REPLAT
709 EAST LAMBERTH
ADDITION
(709 E. LAMBERTH RD)

APPROVE REPLAT
GEORGE B. PILANT
SURVEY
(514 S. DEWEY AVE)

FINAL PLAT APPROVAL OF LOT 1 AND LOT 2, BLOCK 1 FRONTERA, BEING 113.414 ACRES IN THE AARON BURLESON SURVEY, ABSTRACT NO. 61; OF FRONTERA MHC, LLC, OWNER; MARLEY PHILLIPS, DEVELOPER/REPRESENTATIVE; BOWMAN, CONSULTING FIRM (2708 EAST LAMAR STREET)

The City Council approved the Final Plat of Frontera, located at 2708 East Lamar Street.

The property is zoned MH (Manufacturing Housing) District, and the owner would like to plat the property into one lot for a manufactured housing development. The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.

CONSENT AGENDA, SUBJECT TO STAFF REVIEW LETTER.

FINAL PLAT APPROVAL OF FIELDER ADDITION, BEING 0.492 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763, AND BEING A PART OF BLOCK 29, CHAFFINS SECOND ADDITION; LaCIMA CONTRACTING, LLC, OWNER; PAUL TERRELL, REPRESENTATIVE; AND COPLEY LAND SURVEYING, SURVEYOR (1104 EAST CHAFFIN STREET)

The City Council approved the Final Plat of the Fielder Addition, a 0.492 acre tract, located at 1104 East Chaffin Street.

The owner would like to plat the property into three lots for residential development. The owner is also requesting Variances for the setbacks of the existing home and existing detached garage.

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

CONSENT AGENDA, SUBJECT TO STAFF REVIEW LETTER.

COUNCIL COMMENTS

CONGRATULATIONS TO THE POLICE DEPARTMENT

Council Member Dobbs congratulated the Police Department on their recertification of Best Practices Recognition.

CONGRATULATIONS TO THE POLICE DEPARTMENT

Council Member Holland congratulated the Police Department saying that was a great job. A lot of work went into achieving that designation.

CHRISTMAS PARADE

Council Member Holland congratulated the staff on a great job with the Christmas Parade. He said there were lots of people in attendance.

PARKS AND RECREATION

Council Member Holland urged Ms. Hutchinson to continue to work on the Parks and Recreation. He said that was great work on the Athletic Complex.

APPROVE FINAL PLAT
FRONTERA
(2708 E. LAMAR ST)

APPROVE FINAL PLAT
FIELDER ADDITION
(1104 E. CHAFFIN ST)

CONGRATULATIONS
TO POLICE DEPT

CONGRATULATIONS
TO POLICE DEPT

CHRISTMAS
PARADE

PARKS & RECREATION

AA BOND RATING

Council Member Howeth complimented the City on continuing to maintain the AA Bond Rating and was proud that Sherman is a City to which people want to loan money.

CHRISTMAS PARADE

Council Member Howeth said the Christmas Parade was fantastic. She said there were lots of people there and lots of participants.

PECAN GROVE CHRISTMAS LIGHTS

Council Member Howeth also complimented Pecan Grove Lights, but said additional parking is needed. She said it was a fun evening.

PECAN GROVE CHRISTMAS LIGHTS

Deputy Mayor Stevenson agreed, and said the Pecan Grove Lights was a great event.

ANNOUNCEMENTS

Mayor Plyler announced the following:

- The Nights of Lights event will be held from 5:30 pm to 11:00 pm each night, at Pecan Grove West, until after the new year.
- Parks and Recreation has three winter break sport camps: Volleyball Camp for 5th and 6th graders is December 19 through 21; Volleyball Clinic for 3rd and 4th graders is December 19; and Basketball Camp for ages 6 through 12, is from December 27th through 29th. Registration is now open for all events.
- Thanks to Sarah McRae, Albert Garza, and Michelle Adams, and dozens of other City employees who helped make the Christmas Parade a success.

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

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

TEX. GOV'T CODE § 551.071 --

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

TEX. GOV'T CODE § 551.072 --

DELIBERATING THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING

AA BOND RATING

CHRISTMAS PARADE

PECAN GROVE
CHRISTMAS LIGHTS

PECAN GROVE
CHRISTMAS LIGHTS

ANNOUNCEMENTS

EXECUTIVE SESSION

WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON

(A) City Hall Project

TEX. GOV'T CODE § 551.073 --

DELIBERATING A NEGOTIATED CONTRACT FOR A PROSPECTIVE GIFT OR DONATION TO THE CITY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON

TEX. GOV'T CODE § 551.074 --

DELIBERATING THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE; OR TO HEAR A COMPLAINT OR CHARGE AGAINST AN OFFICER OR EMPLOYEE UNLESS THE OFFICER OR EMPLOYEE WHO IS THE SUBJECT OF THE DELIBERATION OR HEARING REQUESTS A PUBLIC HEARING

TEX. GOV'T CODE § 551.076 --

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

TEX. GOV'T CODE § 551.087 --

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

(A) Project Top Secret

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 6:53 p.m.

On Motion duly made and carried, the Executive Session recessed at 7:25 p.m. and reconvened in Open Meeting.

OPEN MEETING

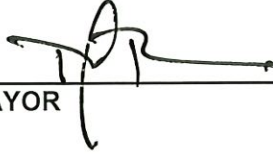
Reconvene into Open Meeting and take action, if any, on items discussed in Executive Session.

OPEN MEETING

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 7:27 p.m.

ADJOURNMENT



MAYOR



CITY CLERK

\$3,095,000 Limited Tax Notes, Series 2023

Rank	Firm	Location	Bid Received	True Interest Cost (TIC)
1	Mesirow Financial, Inc.	Chicago, IL	9:59:54 AM	2.732696%
2	SAMCO Capital Markets	Dallas, TX	9:59:14 AM	2.740185%
3	BOK Financial Securities, Inc.	Dallas, TX	9:54:42 AM	2.743591%
4	HilltopSecurities	Dallas, TX	9:57:34 AM	2.751845%
5	Raymond James & Associates, Inc.	Memphis, TN	9:44:54 AM	2.767398%
6	Stephens Inc.	Little Rock, AR	9:55:39 AM	2.810371%
7	SWBC Investment Services, LLC	San Antonio, TX	9:59:21 AM	2.819482%
8	StoneX Financial Inc.	Atlanta, GA	9:44:02 AM	2.833421%
9	PNC Capital Markets	Philadelphia, PA	9:42:52 AM	2.856321%
10	Robert W. Baird & Co., Inc.	Red Bank, NJ	9:55:35 AM	2.904819%
11	The Baker Group	Oklahoma City, OK	9:59:43 AM	2.974957%

- Bids were due on December 5, 2022 at 10:00 AM, CST. All bids were submitted via Parity's online bidding system.
- The spread between the low bid and the high bid is approximately 0.242% (or 24.2 basis points).
- No bidders elected to have the principal and interest payments on the Notes insured.
- The final TIC equated to 2.732725% based on the resized par amount.



of bonds (the “Future Phase #2 Bonds”), if any, issued by the City and secured by the Phase #2 Assessment Revenue, or (iii) a combination of items (i) and (ii) immediately above. The Phase #2 Assessment Revenue shall be received, collected and deposited into the Phase #2 Assessment Fund subject to the following limitations:

- i. Calculation of the Phase #2 Assessments and the first Annual Installments for lots or parcels of property within the District shall begin as provided for in the SAP and the Assessment Ordinance, or a subsequent amendment to either.
- ii. Until such time as Future Phase #2 Bonds are issued, if any, the Phase #2 Assessments shall accrue interest at the rates set forth in this Section 2. Interest shall continue on the unpaid principal amount of the Phase #2 Assessments for a lot or parcel of property in Phase #2 of the District for the earlier of 30 years or until the Phase #2 Assessments for such lot or parcel of property are paid in full.
- iii. The Developer and its assigns shall be reimbursed in a combined aggregate amount not to exceed the Reimbursement Amount plus interest from the Phase #2 Assessment Fund and as allowed under Section 2(a) above.
- iv. The unpaid Reimbursement Amount shall bear simple interest per annum at the rates of ~~9.09~~9.30% for years one (1) through five (5) and ~~6.09~~6.30% thereafter, provided that, in the event Future Phase #2 Bonds are issued, the per annum interest rates on the Reimbursement Amount shall not exceed, and shall be limited to, the per annum interest rate on such bonds. The interest rates have been approved by the City Council and are authorized by the PID Act and were determined based upon *The Bond Buyer*, a daily publication that publishes this interest rate index, which the highest average index rate for tax-exempt bonds reported in the previous month was ~~4.09~~4.30%. The interest rates of ~~9.09~~9.30% and ~~6.09~~6.30% contained herein comply with Subsections 372.023(e)(1) and (e)(2) of the PID Act.
- v. If any Future Phase #2 Bonds are issued, the City shall bill, collect, and upon receipt, deposit all Phase #2 Assessment Revenue relating to such bonds in the manner set forth in the indenture(s) authorizing such bonds.
- vi. The obligation of owners of the Phase #2 Assessed Property within the District, including the Developer to the extent it continues to own any Phase #2 Assessed Property, to pay Assessments is not in any way

**BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT
PHASE #2 REIMBURSEMENT AGREEMENT**

This Bel Air Village Public Improvement District Phase #2 Reimbursement Agreement (this “Reimbursement Agreement”) is executed by and between the **City of Sherman, Texas** (the “City”) and **Terra Perpetua, LLC**, a Delaware limited liability company (the “Developer”) (individually referred to as a “Party” and collectively as the “Parties”) to be effective December 5, 2022 (the “Effective Date”).

RECITALS

WHEREAS, capitalized terms used in this Reimbursement Agreement shall have the meanings given to them in this Reimbursement Agreement or in the Bel Air Village Public Improvement District Service and Assessment Plan, dated April 4, 2022 and updated for Phase #2 of even date herewith, as the same may be further amended, supplemented, and updated from time to time (the “SAP”) approved by an ordinance passed and approved by the City Council on December 5, 2022; and

WHEREAS, the Developer and the City have entered into that certain Bel Air Village Master Development Agreement, dated December 18, 2020 (as amended from time to time, the “MDA”), which provides for, among other things, the creation of the District (defined below), the City’s and the Developer’s construction of certain improvements within the District that include, without limitation, the Phase #2 Projects (defined below), the Developer’s dedication of certain public improvements within the District to the City, which include, without limitation, the Phase #2 Projects, the levy of Assessments (as subsequently defined in the SAP) on property within Phase #2 of the District, and other matters with respect to the development of the District Property (defined below) and the District; and

WHEREAS, on March 15, 2021 the City Council passed and approved Resolution No. 6711 authorizing the creation of the Bel Air Village Public Improvement District (the “District”) covering approximately 278 acres of land in Sherman, Texas that is owned by the Developer and described by metes and bounds in said Resolution (the “District Property”); and

WHEREAS, the purpose of the District is to finance public improvements (the “Authorized Improvements”) as provided by Chapter 372, Texas Local Government Code, as amended (the “PID Act”) that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the District Property is being developed in phases, and Assessments for each phase have been or will be levied against the Assessed Property (as defined in the SAP) within such phase to pay the costs of Authorized Improvements (as defined in the SAP) that confer a special benefit on the Assessed Property within such phase; and

WHEREAS, Phase #2 Projects (as defined in the SAP) are to be constructed within Phase #2 of the District Property, as described and depicted in the SAP; and

WHEREAS, other than the MDA, the Parties agree that this Reimbursement Agreement supersedes and replaces any prior agreements (whether written or oral) including any amendments to those prior agreements between the Parties regarding the subject matter hereof; and

WHEREAS, the obligations of the City to use the Phase #2 Assessments as provided hereunder is authorized by the PID Act;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES SET FORTH IN THIS REIMBURSEMENT AGREEMENT AND FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Recitals. The recitals in the “WHEREAS” clauses of this Reimbursement Agreement are true and correct, create obligations of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.
2. Reimbursement. Strictly subject to the terms, conditions, and requirements as herein provided and solely from the Phase #2 Assessment Revenues after deduction of the City’s Administrative Expenses (as defined in the SAP), the City agrees to pay the Developer and its assigns, and the Developer and its assigns shall be entitled to receive from the City, the amount equal to the actual hard and soft costs of the design and construction of the Phase #2 Projects paid by the Developer for the Phase #2 Projects Costs that were within budgeted costs, or authorized overrun costs, that were paid or incurred by the Developer in accordance with the MDA, the SAP and this Reimbursement Agreement plus interest on the unpaid balance in accordance with the terms of this Reimbursement Agreement until the date otherwise set forth in the MDA (the “Maturity Date”), and which shall be reimbursed to the Developer and its assigns in a principal amount not to exceed \$20,186,042 as it pertains to the Phase #2 Projects (the “Reimbursement Amount”), plus interest accrued. Notwithstanding the right to reimbursement set forth in the preceding sentence, the Developer acknowledges and agrees that the Developer shall be responsible for all actual costs and expenses incurred in constructing and developing the Phase #2 Projects. The City hereby covenants to create, concurrently with the execution of this Reimbursement Agreement, a separate fund to be designated the “Phase #2 Assessment Fund.” The Reimbursement Amount is payable from monies to be deposited in the Phase #2 Assessment Fund, or from the net proceeds of Future Phase #2 Bonds, if any, as described below:
 - a. All payments of the Reimbursement Amount are payable solely from: (i) the Phase #2 Assessment Revenue received and collected by the City and deposited into the Phase #2 Assessment Fund; (ii) the net proceeds (after payment of costs of issuance, including the costs paid or incurred by the City) of one or more series of bonds (the “Future Phase #2 Bonds”), if any, issued by the City and secured by the Phase #2

Phase #2 Assessments, to pay for all or any portion of the costs and expenses of the Phase #2 Projects hereunder.

- vii. The Developer acknowledges that any lack of availability of amounts in the Phase #2 Assessment Fund or otherwise available from other sources, including any Future Phase #2 Bonds issued by the City, that are secured or that are to be paid, in whole or in part, by Phase #2 Assessments, to pay the costs of the Phase #2 Projects shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Phase #2 Projects required by the MDA, the SAP or this Reimbursement Agreement or any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the District is subject.
 - viii. The City shall have no responsibility whatsoever to the Developer with respect to the investments of any monies held by a trustee under an indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment.
- b. The City and the Developer agree that monies deposited into the Phase #2 Assessment Fund and upon the presentation of evidence satisfactory to the City Manager of the City, the City will, on a no more frequently than monthly basis if a Certification for Payment (defined below) is approved by the City, cause the payment for cost(s) of Phase #2 Projects from the Phase #2 Assessment Fund, subject to the availability of funds in the Phase #2 Assessment Fund, to the Developer or its assignees. These payments will be delivered to the Developer or its assignees in accordance with the MDA, the SAP and this Reimbursement Agreement pursuant to the submission of a "Certification for Payment" (herein so called) substantially in the form of **Exhibit A** attached hereto and incorporated herein for all purposes as follows:
- i. No payment hereunder shall be made from the Phase #2 Assessment Fund until a Certification for Payment is received from the Developer on or before the tenth (10th) day of any given month for work with respect to a Phase #2 Project (or its completed segment or phase thereof) and approved for payment by the City Manager of the City. Upon receipt of a Certification for Payment (along with all accompanying documentation required by the City) from the Developer, the City's inspector shall conduct a review in order to confirm that such request is complete, to confirm that the work with respect to such Phase #2 Project identified therein for which payment is requested was performed in accordance with all applicable governmental laws, rules and regulations and applicable plans and specifications previously approved by the City therefor and with the terms

Payment in accordance with the MDA, SAP and this Reimbursement Agreement. Any amount remaining to be paid on a no more frequently than monthly basis after funds have been exhausted in the Phase #2 Assessment Fund, shall remain as an amount outstanding to be paid, and shall be paid in the next disbursement of funds from the Phase #2 Assessment Fund, again subject to availability of funds in the Phase #2 Assessment Fund and in accordance with the MDA, SAP and this Reimbursement Agreement.

- v. Notwithstanding any other provisions of this Reimbursement Agreement, the account administrator of the Phase #2 Assessment Fund shall make payment directly to the person or entity specified by the Developer in an approved Certification for Payment, including: (1) a general contractor or supplier of materials or services or jointly to Developer (or any permitted assignee of such Developer) and the general contractor or supplier of materials or services, as indicated in an approved Certification for Payment; (2) to the Developer or any assignee of the Developer if an unconditional lien release is attached to such Certification for Payment; and, (3) to the Developer, or to the third party contractor directly, at Developer's request as specified in the Certification for Payment, in the event the Developer provides a general contractor's or suppliers of materials unconditional lien release for a portion of the work covered by the Developer or any assignee of the Developer to the extent of such lien release. None of the account administrator of the Phase #2 Assessment Fund, the City, City Council, City Manager, or any other City representative shall have any liability for relying on the accuracy of the payee information in any Certification for Payment as presented by the Developer or its assignees.
 - vi. Nothing in this Reimbursement Agreement shall be deemed to prohibit Developer or the City from contesting in good faith the validity or amount of any mechanic's or materialman's lien and/or judgment nor limit the remedies available to Developer or the City with respect thereto, including the withholding of any payment that may be associated with the exercise of any such remedy, so long as such delay in performance shall not subject the Phase #2 Project to foreclosure, forfeiture, or sale. If any such mechanics or materialman's lien and/or judgment with respect to any Phase #2 Project is contested, the Developer shall post or cause delivery of a surety bond in the amount determined by the City or City may decline to accept the Phase #2 Project until such mechanics or materialman's lien and/or judgment is satisfied.
3. Unpaid Balance. The amount of the Reimbursement Amount that has not been paid, plus the interest accrued as described in Section 2(a)(iv) above, are collectively, the "Unpaid

Transfer shall be effective until five days after notice of the Transfer is received by the City, including for each Transferee the information required by Section 9 below. The City may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the City. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice.

6. Limited Liability of City. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from the Phase #2 Assessment Fund or the net proceeds of the Future Phase #2 Bonds, if any, and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.
7. Other Agreements. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction or installation of the Phase #2 Projects. The obligations of the Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the District. Nothing herein shall be construed, nor is intended, to affect the City's or Developer's rights and duties to perform their respective obligations under other agreements, regulations and ordinances.
8. Applicable Law; Venue. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Grayson County, Texas.
9. Notice. Any notice required or contemplated by this Reimbursement Agreement shall be signed by or on behalf of the Party giving the Notice, and shall be deemed effective as follows: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United

rights as the Developer to enforce the obligations of the City under this Reimbursement Agreement and shall also have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Reimbursement Agreement with respect to Developer obligations under this Reimbursement Agreement unless the Transferee agrees to be bound.

- b. If the Developer is in Default, the City shall have available all remedies at law or in equity, provided that no Default by the Developer shall: (1) affect the obligations of the City to use the amounts transferred to the Phase #2 Assessment Fund as provided in Sections 2 and 3 of this Reimbursement Agreement; or (2) entitle the City to terminate this Reimbursement Agreement.
 - c. If the City is in Default, the Developer's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement.
- 12. Conflicts. To the extent there is a conflict between this Reimbursement Agreement and an indenture securing the Future Phase #2 Bonds, the indenture securing the Future Phase #2 Bonds shall control as the provisions relate to the Phase #2 Assessments. To the extent there is a conflict between this Reimbursement Agreement and the MDA, this Reimbursement Agreement shall control.
- 13. Non-Waiver. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.
- 14. No Waiver of Powers or Immunity. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.
- 15. Parties in Interest. Nothing in this Reimbursement Agreement, express or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer and its transferees or assigns any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.

of the City Council seated at the time that this Reimbursement Agreement is executed or any future City Council.

22. Term. The term of this Reimbursement Agreement is thirty (30) years, or until the Unpaid Balance is paid in full, whichever occurs first. If the Developer defaults under this Reimbursement Agreement, this Reimbursement Agreement shall not terminate with respect to the costs of the Phase #2 Projects that have been approved by the City pursuant to an approved Certification for Payment prior to the date of default.
23. Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Reimbursement Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Reimbursement Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.
24. Anti-Boycott Verification. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Reimbursement Agreement is a contract for goods or services, will not boycott Israel during the term of this Reimbursement Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.
25. Iran, Sudan, and Foreign Terrorist Organizations. The Developer hereby represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet

Code. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

[SIGNATURE PAGES TO FOLLOW]

DEVELOPER

TERRA PERPETUA, LLC,
a Delaware limited liability company

By: _____
Name: Ronny Guerrero
Its: President & CEO

EXHIBIT A

FORM OF CERTIFICATION FOR PAYMENT

The undersigned is an agent for Terra Perpetua, LLC, a Delaware limited liability company (the “Developer”) and requests payment from the [Phase #2 Assessment Fund (as defined in the Phase #2 Reimbursement Agreement)][construction account under the bond indenture] from the City of Sherman, Texas (the “City”) in the amount of \$ _____ for labor, materials, fees, and/or other general costs related to the construction of certain Phase #2 Projects related to the Bel Air Village Public Improvement District (the “Phase #2 Projects”). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Bel Air Village Public Improvement District Service and Assessment Plan (the “SAP”), the Bel Air Village Master Development Agreement (as amended from time to time, the “MDA”), or the Bel Air Village Public Improvement District Phase #2 Reimbursement Agreement (the “Phase #2 Reimbursement Agreement”).

In connection to the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certification for Payment on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced Phase #2 Projects have not been the subject of any prior payment request submitted to the City or, if previously requested, no disbursement was made with respect thereto.
3. The amount listed for the Phase #2 Projects below is a true and accurate representation of the costs associated with the creation, acquisition, or construction of said Phase #2 Project, and such costs are in compliance with the MDA, SAP, and the Phase #2 Reimbursement Agreement.
4. The Developer is in compliance with the terms and provisions of the MDA, SAP, and the Phase #2 Reimbursement Agreement.

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certification for Payment, acknowledges the Certification for Payment, and finds the Certification for Payment to be in order. After reviewing the Certification for Payment, the City approves the Certification for Payment.

CITY OF SHERMAN, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT

CITY OF SHERMAN, TEXAS

SERVICE AND ASSESSMENT PLAN

April 4, 2022 and updated for Phase #2 on
December 5, 2022

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

A. ADMINISTRATIVE REVIEW	36
B. TERMINATION OF ASSESSMENTS	36
C. AMENDMENTS	36
D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS.....	37
E. SEVERABILITY.....	37

APPENDIX A - PID MAP AND LEGAL DESCRIPTION

APPENDIX B-1 - ESTIMATED COSTS OF THE AUTHORIZED IMPROVEMENTS

APPENDIX B-2 - ALLOCATION OF THE AUTHORIZED IMPROVEMENTS

APPENDIX C - DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

APPENDIX D - PID DISCLOSURE NOTICE

APPENDIX E - ASSESSMENT PER EQUIVALENT UNIT

APPENDIX F - PHASE #1 ASSESSMENT ROLL

APPENDIX G - PHASE #2 ASSESSMENT ROLL

B. Definitions

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

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

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

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

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

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

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

“City” means the City of Sherman, Texas.

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

“County” means Grayson County, Texas.

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

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

“Developer” means Bel Air Village SFR, LLC.

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

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

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

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

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

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

"Phase #1 Reimbursement Agreement" means that certain Bel Air Village Public Improvement District Phase #1 Reimbursement Agreement dated May 3, 2021, by and between the City and the Developer, as may be amended from time to time, in which the Developer agrees to fund certain Actual Costs of Authorized Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs funded by the Developer with interest as permitted by the PID Act.

"Phase #2" means the second Phase to be developed and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix G.

"Phase #2 Assessed Property" means all Parcels within Phase #2 other than Non-Benefited Property and shown in the Phase #2 Assessment Roll against which an Assessment relating to the Phase #2 Projects is levied.

"Phase #2 Assessment Revenues" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #2 Assessed Property, or the Annual Installments thereof, for the Phase #2 Projects.

"Phase #2 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix G, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

"Phase #2 Improvements" mean the Authorized Improvements which only benefit Phase #2 Assessed Property, which are described in Section III.C.

"Phase #2 Maximum Assessment Per Unit" means for Phase #2, an Assessment per unit related to the Phase #2 Projects for each applicable Lot Type as follows:

Lot Type 1 (50 Ft) - \$38,061.29
Lot Type 2 (40 Ft) - \$36,427.76
Lot Type 4 (Townhome) - \$31,527.16
Lot Type 5 (60 Ft) - \$42,308.47

"Phase #2 Projects" mean (i) the pro rata portion of the Major Improvements allocable to Phase #2, and (ii) the Phase #2 Improvements.

"Phase #2 Reimbursement Agreement" means that certain Bel Air Village Public Improvement District Phase #2 Reimbursement Agreement dated December 5, 2022 by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of Authorized Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs funded by the Developer with interest as permitted by the PID Act.

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

II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

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

At completion, the PID is expected to consist of approximately 888 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of units (888) is based upon the proposed development plan.

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

Table II-A
Proposed Development

Proposed Development	Phase #1	Phase #2	Total
25 Ft	98	0	98
Townhomes	0	128	128
40 Ft	124	280	404
50 Ft	105	123	228
60 Ft	0	30	30
Total	327	561	888

B. PROPERTY INCLUDED IN PHASE #1

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

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

Table II-B
Proposed Development – Phase #1

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

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

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

(b) A public improvement may include:

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

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

Landscaping and Hardscaping

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

Table III-A
Estimated Major Improvement Costs

Authorized Improvements	Total Major Improvement Costs	Phase #1 Allocated Amount ¹	Phase #2 Allocated Amount ¹
Roadway Improvements	\$174,570	\$64,591	\$109,979
Water Improvements	\$20,066	\$7,424	\$12,642
Sanitary Sewer Improvements	\$232,876	\$12,803	\$220,073
Storm Drainage Improvements	\$1,737,526	\$764,511	\$973,015
Landscaping and Hardscaping	\$2,205,011	\$815,854	\$1,389,157
Other Soft and Miscellaneous Costs	\$995,177	\$368,215	\$626,961
Total Authorized Improvements	\$5,365,226	\$2,033,399	\$3,331,827

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

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

C. DESCRIPTIONS AND COSTS OF PHASE #1 IMPROVEMENTS

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

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

Road Improvements

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

Water Improvements

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

A description of the Phase #2 Improvements are as follows, and a description of the Major Improvements that are a portion of the Phase #2 Projects can be found in Section III-B above.

Road Improvements

The road improvement portion of the Phase #2 Improvements consists of the construction of road and thoroughfare improvements, including related grading, paving, drainage, curbs, gutters, sidewalks, retaining walls, erosion control, signage, street lighting, and traffic control devices, which benefit the Phase #2 Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water improvements portion of the Phase #2 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Phase #2 Assessed Property. The water improvements will be designed and constructed according to City standards and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Phase #2 Improvements consists of construction and installation of pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to Phase #2 Assessed Property. The sanitary sewer improvements will be designed and constructed according to City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage improvement portion of the Phase #2 Improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts, which benefit the Phase #2 Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Landscaping and Hardscaping

The landscaping improvement portion of the Phase #2 Improvements consists of landscaping, irrigation, and hardscaping.

IV. SERVICE PLAN

A. SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five-year period. The Major Improvements and Phase #1 Projects were substantially completed and dedicated to the City in 3Q2022. The Phase #2 Projects are anticipated to be substantially completed and dedicated to the City in 3Q2024.

The Budgeted Costs for Phase #1 Projects are \$9,607,002 as shown in Table IV-A-1. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

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

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Table IV-A-2
Estimated Sources and Uses – Phase #2

Sources of Funds	Phase #2 Reimbursement Agreement
Assessments	\$20,186,042
Other funding sources	\$0
Total Sources	\$20,186,042
Uses of Funds	
<i>Major Improvements:</i>	
Roadway Improvements	\$109,979
Water Improvements	\$12,642
Sanitary Sewer Improvements	\$220,073
Storm Drainage Improvements	\$973,015
Landscaping and Hardscaping	\$1,389,157
Other Soft and Miscellaneous Costs	\$626,961
<i>Subtotal</i>	<i>\$3,331,827</i>
<i>Phase #2 Improvements</i>	
Roadway Improvements	\$5,151,279
Water Improvements	\$1,999,397
Sanitary Sewer Improvements	\$2,536,153
Storm Drainage Improvements	\$3,351,136
Landscaping and Hardscaping	\$331,500
Other Soft and Miscellaneous Costs	\$3,424,751
<i>Subtotal</i>	<i>\$16,794,215</i>
<i>Other Authorized Improvement Costs</i>	
First year Administrative Expenses	\$60,000
<i>Subtotal</i>	<i>\$60,000</i>
Total Uses	\$20,186,042

B. FIVE YEAR SERVICE PLAN

Phase #1

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

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C. PID DISCLOSURE NOTICE

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

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benefit of the Phase #1 Projects and Phase #2 Projects, as applicable, to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

B. SPECIAL BENEFIT

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

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

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

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

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

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the City Council as to the special benefits described in this Service

Table V-A
Allocation of Major Improvement Costs

Authorized Improvement	Major Improvement Costs	Phase #1 Percent Allocation	Major Improvements Allocated to Phase #1	Phase #2 Percent Allocation	Major Improvements Allocated to Phase #2
Roadway Improvements	\$174,570	37.00%	\$64,591	63%	\$109,979
Water Improvements	\$20,066	37.00%	\$7,424	63%	\$12,642
Sanitary Sewer Improvements	\$232,876	5.50%	\$12,803	95%	\$220,073
Storm Drainage Improvements	\$1,737,526	44.00%	\$764,511	56%	\$973,015
Landscaping and Hardscaping	\$2,205,011	37.00%	\$815,854	63%	\$1,389,157
Other Soft and Miscellaneous Costs	\$995,177	37.00%	\$368,215	63%	\$626,961
Total Major Improvements	\$5,365,226		\$2,033,399		\$3,331,827

See appendix B-2 for detailed descriptions and calculations of the allocations as provided by the project engineer.

D. ASSESSMENT METHODOLOGY

The costs of the Authorized Improvements may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The costs of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

1. Assessment Methodology for Phase #1

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Projects shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of units anticipated to be developed on each Parcel within Phase #1.

Based on the estimates of the costs of the Phase #1 Projects, as set forth in Table III-B, the City Council has determined that the benefit to Phase #1 Assessed Property of the Phase #1 Projects is at least equal to the Assessments levied on the Phase #1 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated equivalent units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated number of units at the time residential Lots are platted to the total estimated number of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #1

The Assessment and Annual Installments for each Assessed Property located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from Phase #1 Assessed Property in an amount sufficient to pay (i) principal and interest on the Phase #1 Reimbursement Agreement, and (ii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available funds to reduce the Annual Installments.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #2

The Assessment and Annual Installments for each Assessed Property located within Phase #2 is shown on the Phase #2 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from Phase #2 Assessed Property in an amount sufficient to pay (i) principal and interest on the Phase #2 Reimbursement Agreement, and (ii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available funds to reduce the Annual Installments.

C. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment for each new subdivided Parcel
- B = the Assessment for the Parcel prior to subdivision
- C = the estimated Equivalent Units to be built on each new subdivided Parcel
- D = the sum of the estimated Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding

securing such reimbursement obligations for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs. The Assessments shall not be reduced to an amount less than the outstanding reimbursement obligations. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If the Authorized Improvements to be funded with the respective reimbursement agreements, including any additional Authorized Improvements described herein, are not undertaken by the City, the Assessment securing such reimbursement obligations for each Assessed Property shall be reduced by the City Council to reflect only the Actual Costs that were expended. The City Council shall reduce such Assessments for each Assessed Property pro rata such that the sum of the resulting reduced Assessments equals the Actual Costs with respect to such Authorized Improvements that were undertaken. The Assessments shall not be reduced to an amount less than the related outstanding reimbursement obligations.

F. PAYMENT OF ASSESSMENTS

1. Payment in Full

- (a) The Assessment for any Parcel may be paid in full at any time. Payment shall include all Prepayment Costs.
- (b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.
- (c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.
- (d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the Act authorizes the City to collect interest and collection costs on the outstanding Assessment. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown in the Phase #1 Assessment Roll and Phase #2 Assessment Roll, which includes interest on the outstanding Assessment and Administrative Expenses.

calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

The collection of the first Annual Installment for a Phase #1 Lot or Parcel shall commence upon the earlier of: (i) with tax bills sent the first October following the issuance of the first building permit for each Lot within Phase #1, such that Assessments are billed only for Lots for which a building permit has been issued, (ii) with tax bills sent the first October after issuance of any Bonds secured by the respective reimbursement agreement for Phase #1 Assessed Property, or (iii) with tax bills sent the first October following the second anniversary of the levy of Assessments on the Phase #1 Assessed Property such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Phase #1 Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

The collection of the first Annual Installment for a Phase #2 Lot or Parcel shall commence upon the earlier of: (i) with tax bills sent the first October following the issuance of the first building permit for each Lot within Phase #2, such that Assessments are billed only for Lots for which a building permit has been issued, (ii) with tax bills sent the first October after issuance of any Bonds secured by the respective reimbursement agreement for Phase #2 Assessed Property, or (iii) with tax bills sent the first October following the second anniversary of the levy of Assessments on the Phase #2 Assessed Property such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Phase #2 Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such property as they become due and payable.

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received by the Phase #2 Assessed Property. Accordingly, the total Assessment to be applied to all the Phase #2 Assessed Property is \$20,186,042 plus annual Administrative Expenses. The Assessment for each Phase #2 Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Phase #2 Assessment Roll is attached hereto as Appendix F.

Table VII-B
Special Benefit Summary - Phase #2

Special Benefit	Total Cost
Total Authorized Improvements (Phase #2 Projects)	\$20,186,042
First year Administrative Expenses	\$60,000
Total Special Benefit	\$20,186,042
Special Benefit:	
Total Special Benefit	\$20,186,042
Projected Phase #2 Assessment	\$20,186,042
Excess Benefit	\$0

(a) See Table III-C for details.

C. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phase #1 Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.G of this Service and Assessment Plan.

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The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels: (i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan.

D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive.

E. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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PHASE #2 LEGAL DESCRIPTION

STATE OF TEXAS §

COUNTY OF GRAYSON §

WHEREAS TERRA PERPETUA, LLC., is the sole owner of a tract of land situated in the Sharrod Dunman Survey, Abstract No. 329, City of Sherman, Grayson County, Texas and being a portion of a called 245.83-acre tract of land described in a Special Warranty Deed to Terra Perpetua, LLC, recorded in Instrument No. 2018-3686 and a portion of a called 32.545-acre tract of land described in a Special Warranty Deed to Terra Perpetua, LLC, recorded in Instrument No. 2019-22865, both of the Official Public Records, Grayson County, Texas, and being all of Lot 2-HOA, Block F, Bel-Air Village, Phase 1, an Addition to the City of Sherman, Texas according to the Replat thereof recorded in Instrument No. 2022-55, said Official Public Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the southernmost southwest corner of Bel-Air Village, Phase 1, an Addition to the City of Sherman, Texas according to the Amended Plat thereof recorded in Instrument No. 2022-54, said Official Public Records, same being the southwest corner of the southern terminus of Bel Air Boulevard (variable width public right-of-way, Instrument No. 2022-54);

THENCE South 78°54'13" East, along the southern terminus of said Bel Air Boulevard, a distance of 110.96 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the southeast corner of the southern terminus of said Bel Air Boulevard;

THENCE North 11°05'47" East, along the easterly right-of-way line of said Bel Air Boulevard, a distance of 25.16 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the south corner of a corner clip at the intersection of the easterly right-of-way line of said Bel Air Boulevard and the southerly right-of-way line of the aforementioned Beach Boulevard;

THENCE North 50°33'06" East, along said corner clip, a distance of 46.74 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the north corner of said corner clip;

THENCE along the southerly right-of-way line of said Beach Boulevard the following courses and distances:

South 82°57'08" East, a distance of 24.65 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for at the beginning of a tangent curve to the left with a radius of 207.00 feet, a central angle of 11°18'55", and a chord bearing and distance of South 88°36'35" East, 40.81 feet;

In an easterly direction, with said curve to the left, an arc distance of 40.88 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a reverse curve to the right with a radius of 193.00 feet, a central angle of 18°29'55", and a chord bearing and distance of South 85°01'06" East, 62.04 feet;

North 89°07'06" East, a distance of 142.12 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a tangent curve to the right with a radius of 1,475.00 feet, a central angle of 00°47'56", and a chord bearing and distance of North 89°31'04" East, 20.57 feet;

In an easterly direction, with said curve to the right, an arc distance of 20.57 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the end of said curve to the right;

South 44°18'21" East, a distance of 14.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 01°16'37" West, a distance of 10.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 88°43'23" East, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 01°16'37" East, a distance of 10.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 46°51'34" East, a distance of 14.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the beginning of a non-tangent curve to the right with a radius of 1,475.00 feet, a central angle of 04°03'00", and a chord bearing and distance of South 85°20'18" East, 104.24 feet;

In an easterly direction, with said non-tangent curve to the right, an arc distance of 104.26 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 83°18'48" East, a distance of 367.76 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the northernmost northeast corner of the aforementioned Lot 2-HOA, common to the northwest corner of Lot 2, Block F, said Bel-Air Village, Phase 1 (2022-54);

THENCE South 06°41'12" West, departing the southerly right-of-way line of said Beach Boulevard and along the common line of said Lot 2-HOA and said Lot 2, a distance of 115.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the southwest corner of said Lot 2, common to an angle point in the northerly line of said Lot 2-HOA;

THENCE South 83°18'48" East, continuing along said common line and along the southerly lines of Lots 3 & 4, Block F, said Bel-Air Village, Phase 1 (2022-54) and the southerly line of Lot 1-HOA, Block F, aforementioned Bel-Air Village, Phase 1 (2022-55), a distance of 225.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the easternmost northeast corner of said Lot 2-HOA, common to the southeast corner of said Lot 1-HOA, same being on the westerly line of a 225-foot right-of-way for the Burlington Northern Santa Fe Railroad;

In a northerly direction, with said curve to the left, an arc distance of 335.51 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the end of said curve to the left;

North 39°39'08" West, a distance of 34.88 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 87°23'18" West, a distance of 10.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 02°36'42" East, a distance of 90.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 87°23'18" East, a distance of 11.08 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 47°38'05" East, a distance of 35.37 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right with a radius of 2,793.00 feet, a central angle of 21°18'23", and a chord bearing and distance of North 13°28'55" East, 1,032.65 feet;

In a northerly direction, with said curve to the right, an arc distance of 1,038.63 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a reverse curve to the left with a radius of 957.00 feet, a central angle of 13°02'20", and a chord bearing and distance of North 17°36'57" East, 217.31 feet;

In a northerly direction, with said curve to the left, an arc distance of 217.78 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the end of said curve to the left;

North 11°05'47" East, a distance of 162.11 feet to the POINT OF BEGINNING and containing 119.806 acres (5,218,735 sq. ft.) of land, more or less.

APPENDIX B-2
ALLOCATION OF THE AUTHORIZED IMPROVEMENTS

APPENDIX D
PID DISCLOSURE NOTICE

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF
PURCHASER

SIGNATURE OF
PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF GRAYSON

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Grayson County.

Seller Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

Appendix E

For purposes of calculating and allocating the Assessments, the Phase #1 Assessed Property has been classified in one of three Lot Types.

“Lot Type 1” means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 50 feet.

“Lot Type 2” means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 40 feet.

“Lot Type 3” means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 25 feet.

“Lot Type 4” means lots identified as such on the Assessment Roll, being lots typically with a Lot specified for townhomes.

“Lot Type 5” means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 60 feet.

A) Proposed Development

Table E-1 shows the projected residential units to be developed within the PID.

Table E-1
Proposed Development within the PID

Description	Proposed Development	
60 Ft Lots	30	Units
50 Ft Lots	228	Units
40 Ft Lots	404	Units
Townhomes	128	Units
25 Ft Lots	98	Units
Total	888	Units

Table E-2 shows the proposed residential units within Phase #1.

Table E-2
Proposed Development – Phase #1

Description	Proposed Development	
50 Ft Lots	105	Units
40 Ft Lots	124	Units
25 Ft Lots	98	Units
Total	327	Units

Table E-4
Equivalent Unit Factors – Phase #1

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor
Lot Type 1 (50 Ft Lot)	\$450,000	1.00 per dwelling unit
Lot Type 2 (40 Ft Lot)	\$400,000	0.89 per dwelling unit
Lot Type 3 (25 Ft Lot)	\$350,000	0.78 per dwelling unit

The total estimated Equivalent Units for Phase #1 are shown in Table E-5 as calculated based on the Equivalent Unit factors shown in Table E-4, estimated Lot Types and number of units estimated to be built within Phase 1.

Table E-5
Estimated Equivalent Units - Phase #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (50 Ft Lot)	105	1.00	105.00
Lot Type 2 (40 Ft Lot)	124	0.89	110.22
Lot Type 3 (25 Ft Lot)	98	0.78	76.22
Total Equivalent Units	327		291.44

C) Allocation of Assessments to Lots within Phase #1

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #1 Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within Phase #1, is \$9,060,054. As shown in Table E-7, there are a total of 291.44 estimated Equivalent Units in Phase #1, resulting in an Assessment per Equivalent Unit of \$31,086.73.

The Assessment per dwelling unit in Phase #1 ("Assessment per Unit") is calculated as the product of (i) \$31,086.73 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (50 Ft Lot) dwelling unit is \$31,086.73 (i.e. $\$31,086.73 \times 1.00$). The Assessment for a Lot Type 2 (40 Ft Lot) dwelling unit is \$27,632.65 (i.e. $\$31,086.73 \times 0.89$). The Assessment for a Lot Type 3 (25 Ft Lot) dwelling unit is \$24,178.57 (i.e. $\$31,086.73 \times 0.78$). Table E-6 sets forth the Assessment per Unit for each Lot Type in Phase #1.

D) Calculation of Equivalent Units – Phase #2

As explained under Section IV.D, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the portion of the Phase #2 Projects to be financed with the Phase #2 Reimbursement Agreement and shall be allocated to the Phase #2 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to the Phase #2 Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 50 Ft, 40 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. These classifications (from Lot Type 1 (50 Ft Lots) representing the highest value to Lot Type 3 (25 Ft Lot) representing the lowest value for residential lots are set forth in Table E-9. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (50 Ft Lots) to 1.0.

Table E-9
Equivalent Unit Factors – Phase #2

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor	
Lot Type 1 (50 Ft Lot)	\$466,000	1.00	per dwelling unit
Lot Type 2 (40 Ft Lot)	\$446,000	0.96	per dwelling unit
Lot Type 4 (Townhomes)	\$386,000	0.83	per dwelling unit
Lot Type 5 (60 Ft Lot)	\$518,000	1.11	per dwelling unit

The total estimated Equivalent Units for Phase #2 are shown in Table E-10 as calculated based on the Equivalent Unit factors shown in Table E-9, estimated Lot Types and number of units estimated to be built within Phase 2.

1

APPENDIX F
PHASE #1 ASSESSMENT ROLL

Appendix F-2
Phase #1 Assessment Roll by Lot Type

Lot Type Assessment Equivalent Unit	Lot Type 1 (50 Ft) \$31,087 1.00
--	---

Year ¹	Principal	Interest ²	Administrative Expenses ³	Annual Installment
1	\$3	\$2,471	\$154	\$2,629
2	\$3	\$2,471	\$157	\$2,632
3	\$3	\$2,471	\$161	\$2,635
4	\$3	\$2,471	\$164	\$2,638
5	\$3	\$2,470	\$167	\$2,641
6	\$364	\$1,538	\$170	\$2,072
7	\$412	\$1,520	\$174	\$2,106
8	\$460	\$1,500	\$177	\$2,137
9	\$511	\$1,477	\$181	\$2,169
10	\$563	\$1,451	\$185	\$2,199
11	\$621	\$1,424	\$188	\$2,233
12	\$683	\$1,393	\$192	\$2,268
13	\$745	\$1,359	\$196	\$2,299
14	\$813	\$1,322	\$200	\$2,335
15	\$882	\$1,282	\$204	\$2,368
16	\$957	\$1,238	\$208	\$2,403
17	\$1,036	\$1,191	\$212	\$2,439
18	\$1,122	\$1,140	\$216	\$2,478
19	\$1,208	\$1,084	\$221	\$2,512
20	\$1,300	\$1,024	\$225	\$2,550
21	\$1,400	\$960	\$229	\$2,589
22	\$1,503	\$891	\$234	\$2,628
23	\$1,613	\$816	\$239	\$2,668
24	\$1,726	\$736	\$243	\$2,706
25	\$1,849	\$651	\$248	\$2,749
26	\$1,976	\$559	\$253	\$2,789
27	\$2,110	\$462	\$258	\$2,830
28	\$2,251	\$357	\$264	\$2,872
29	\$2,402	\$246	\$269	\$2,916
30	\$2,563	\$127	\$274	\$2,964
Total	\$31,087	\$38,103	\$6,264	\$75,453

1 - Each year represents the assessment year ending September 1.

2 - The interest is calculated at an interest rate of 7.95% for years 1 through 5 and 4.95% thereafter on the Phase #1 Reimbursement Agreement.

3 - The Administrative Expenses shown include the estimated PID administration and assessment collection costs.

Appendix F-4
Phase #1 Assessment Roll by Lot Type

Lot Type Assessment Equivalent Unit	Lot Type 3 (25 Ft) \$24,179 0.78
--	---

Year ¹	Principal	Interest ²	Administrative Expenses ³	Annual Installment
1	\$3	\$1,922	\$120	\$2,045
2	\$3	\$1,922	\$122	\$2,047
3	\$3	\$1,922	\$125	\$2,049
4	\$3	\$1,922	\$127	\$2,052
5	\$3	\$1,921	\$130	\$2,054
6	\$283	\$1,196	\$133	\$1,612
7	\$320	\$1,182	\$135	\$1,638
8	\$358	\$1,166	\$138	\$1,662
9	\$398	\$1,149	\$141	\$1,687
10	\$438	\$1,129	\$144	\$1,710
11	\$483	\$1,107	\$146	\$1,737
12	\$531	\$1,083	\$149	\$1,764
13	\$579	\$1,057	\$152	\$1,788
14	\$632	\$1,028	\$155	\$1,816
15	\$686	\$997	\$158	\$1,841
16	\$745	\$963	\$162	\$1,869
17	\$806	\$926	\$165	\$1,897
18	\$873	\$886	\$168	\$1,927
19	\$939	\$843	\$172	\$1,954
20	\$1,011	\$797	\$175	\$1,983
21	\$1,089	\$747	\$178	\$2,014
22	\$1,169	\$693	\$182	\$2,044
23	\$1,254	\$635	\$186	\$2,075
24	\$1,342	\$573	\$189	\$2,105
25	\$1,438	\$506	\$193	\$2,138
26	\$1,537	\$435	\$197	\$2,169
27	\$1,641	\$359	\$201	\$2,201
28	\$1,751	\$278	\$205	\$2,233
29	\$1,868	\$191	\$209	\$2,268
30	\$1,994	\$99	\$213	\$2,306
Total	\$24,179	\$29,635	\$4,872	\$58,686

1 - Each year represents the assessment year ending September 1.

2 - The interest is calculated at an interest rate of 7.95% for years 1 through 5 and 4.95% thereafter on the Phase #1 Reimbursement Agreement.

3 - The Administrative Expenses shown include the estimated PID administration and assessment collection costs.

**Appendix G-1
Phase #2 Assessment Roll**

Parcel
Equivalent Units
Assessment

437109 and 125515
\$20,186,042
530.36

Year ¹	Principal	Interest ²	Administrative Expenses ³	Total Annual Installment
1	\$1,000	<u>\$1,834,911,877.302</u>	\$60,000	<u>\$1,895,911,938.302</u>
2	\$1,000	<u>\$1,834,820,877.209</u>	\$61,200	<u>\$1,897,020,939.409</u>
3	\$1,000	<u>\$1,834,729,877.116</u>	\$62,424	<u>\$1,898,153,940.540</u>
4	\$1,000	<u>\$1,834,639,877.023</u>	\$63,672	<u>\$1,899,311,941.695</u>
5	\$1,000	<u>\$1,834,548,876.930</u>	\$64,946	<u>\$1,900,494,942.876</u>
6	<u>\$378,368,000</u>	<u>\$1,229,025,271.406</u>	\$66,245	<u>\$1,673,270,705.650</u>
7	<u>\$400,389,000</u>	<u>\$1,206,005,248.222</u>	\$67,570	<u>\$1,673,575,704.791</u>
8	<u>\$422,412,000</u>	<u>\$1,181,645,223.715</u>	\$68,921	<u>\$1,672,566,704.636</u>
9	<u>\$446,436,000</u>	<u>\$1,155,945,197.759</u>	\$70,300	<u>\$1,672,245,704.058</u>
10	<u>\$472,462,000</u>	<u>\$1,128,784,170.291</u>	\$71,706	<u>\$1,672,490,703.996</u>
11	<u>\$499,489,000</u>	<u>\$1,100,039,141.185</u>	\$73,140	<u>\$1,672,179,703.324</u>
12	<u>\$528,519,000</u>	<u>\$1,069,650,110.378</u>	\$74,602	<u>\$1,672,253,703.980</u>
13	<u>\$558,550,000</u>	<u>\$1,037,495,077.681</u>	\$76,095	<u>\$1,671,589,703.775</u>
14	<u>\$590,582,000</u>	<u>\$1,003,513,043.031</u>	\$77,616	<u>\$1,671,129,702.647</u>
15	<u>\$625,617,000</u>	<u>\$967,582,100.365</u>	\$79,169	<u>\$1,671,750,702.533</u>
16	<u>\$661,655,000</u>	<u>\$929,519,967.494</u>	\$80,752	<u>\$1,671,271,703.246</u>
17	<u>\$700,694,000</u>	<u>\$889,264,926.229</u>	\$82,367	<u>\$1,671,631,702.596</u>
18	<u>\$741,736,000</u>	<u>\$846,634,882.507</u>	\$84,014	<u>\$1,671,649,702.521</u>
19	<u>\$784,781,000</u>	<u>\$801,507,836.139</u>	\$85,695	<u>\$1,671,202,702.833</u>
20	<u>\$830,829,000</u>	<u>\$753,762,786.936</u>	\$87,409	<u>\$1,671,171,703.344</u>
21	<u>\$879,000</u>	<u>\$703,215,734.709</u>	\$89,157	<u>\$1,671,372,702.865</u>
22	<u>\$931,933,000</u>	<u>\$649,684,679.332</u>	\$90,940	<u>\$1,671,624,703.272</u>
23	<u>\$986,990,000</u>	<u>\$592,986,620.553</u>	\$92,759	<u>\$1,671,745,703.311</u>
24	<u>\$1,044,051,000</u>	<u>\$532,938,558.183</u>	\$94,614	<u>\$1,671,552,703.797</u>
25	<u>\$1,106,115,000</u>	<u>\$469,359,491.970</u>	\$96,506	<u>\$1,671,865,703.476</u>
26	<u>\$1,172,184,000</u>	<u>\$402,003,421.725</u>	\$98,436	<u>\$1,672,440,704.161</u>
27	<u>\$1,242,257,000</u>	<u>\$330,629,347.133</u>	\$100,405	<u>\$1,673,034,704.538</u>
28	<u>\$1,316,334,000</u>	<u>\$254,991,267.942</u>	\$102,413	<u>\$1,673,404,704.355</u>
29	<u>\$1,394,416,000</u>	<u>\$174,846,183.900</u>	\$104,461	<u>\$1,673,308,704.361</u>
30	<u>\$1,477,503,042</u>	<u>\$89,952,94.692</u>	\$106,551	<u>\$1,673,544,704.284</u>
Total	\$20,186,042	<u>\$28,674,622,29.675.048</u>	\$2,434,085	<u>\$51,294,748,52.295.174</u>

1 - Each year represents the assessment year ending September 1.

2 - The interest is calculated at an interest rate of 9.0930% for years 1 through 5 and 6.0930% thereafter on the Phase #2 Reimbursement Agreement.

3 - The Administrative Expenses shown include the estimated PID administration and assessment collection costs.

Appendix G-3
Phase #2 Assessment Roll by Lot Type

Lot Type
Assessment
Equivalent Unit

Lot Type 2 (40 Ft)
\$36,428
0.96

Year ¹	Principal	Interest ²	Administrative Expenses ³	Annual Installment
1	\$2	\$3,311,388	\$108	\$3,421,498
2	\$2	\$3,311,388	\$110	\$3,423,500
3	\$2	\$3,311,387	\$113	\$3,425,502
4	\$2	\$3,311,387	\$115	\$3,427,504
5	\$2	\$3,311,387	\$117	\$3,430,506
6	\$682,664	\$2,218,294	\$120	\$3,020,078
7	\$722,702	\$2,176,253	\$122	\$3,020,076
8	\$762,743	\$2,132,208	\$124	\$3,018,076
9	\$805,787	\$2,086,161	\$127	\$3,018,075
10	\$852,834	\$2,037,112	\$129	\$3,018,075
11	\$900,882	\$1,985,209	\$132	\$3,018,074
12	\$953,937	\$1,930,200	\$135	\$3,018,075
13	\$1,007,993	\$1,872,945	\$137	\$3,017,075
14	\$1,065,050	\$1,811,882	\$140	\$3,016,073
15	\$1,128,113	\$1,746,816	\$143	\$3,017,072
16	\$1,193,182	\$1,677,746	\$146	\$3,016,074
17	\$1,263,252	\$1,605,671	\$149	\$3,017,073
18	\$1,337,328	\$1,528,593	\$152	\$3,017,072
19	\$1,415,409	\$1,446,509	\$155	\$3,016,073
20	\$1,498,496	\$1,360,420	\$158	\$3,016,074
21	\$1,586	\$1,269,326	\$161	\$3,016,073
22	\$1,680,684	\$1,172,226	\$164	\$3,017,074
23	\$1,779,787	\$1,070,120	\$167	\$3,017,074
24	\$1,884,897	\$962,100	\$171	\$3,016,075
25	\$1,996,202	\$847,888	\$174	\$3,017,074
26	\$2,115,137	\$725,761	\$178	\$3,018,075
27	\$2,241,268	\$597,626	\$181	\$3,019,076
28	\$2,375,407	\$460,484	\$185	\$3,020,076
29	\$2,516,555	\$316,332	\$189	\$3,020,076
30	\$2,665,712	\$162,171	\$192	\$3,020,076
Total	\$36,428	\$51,746,53,552	\$4,393	\$92,567,94,372

1 - Each year represents the assessment year ending September 1.

2 - The interest is calculated at an interest rate of 9.0930% for years 1 through 5 and 6.0930% thereafter on the Phase #2 Reimbursement Agreement.

3 - The Administrative Expenses shown include the estimated PID administration and assessment collection costs.

Appendix G-5
Phase #2 Assessment Roll by Lot Type

Lot Type	<u>Lot Type 5 (60 Ft)</u>
Assessment	\$42,308
Equivalent Unit	1.11

Year ¹	Principal	Interest ²	Administrative Expenses ³	Annual Installment
1	\$2	\$3,846935	\$126	\$3,9744.063
2	\$2	\$3,846934	\$128	\$3,9764.065
3	\$2	\$3,845934	\$131	\$3,9784.067
4	\$2	\$3,845934	\$133	\$3,9814.070
5	\$2	\$3,845934	\$136	\$3,9834.072
6	\$792771	\$2,576665	\$139	\$3,507575
7	\$838815	\$2,528616	\$142	\$3,508573
8	\$884864	\$2,477565	\$144	\$3,506573
9	\$935914	\$2,423510	\$147	\$3,505572
10	\$989968	\$2,366453	\$150	\$3,505571
11	\$1,046025	\$2,306392	\$153	\$3,505570
12	\$1,107088	\$2,242327	\$156	\$3,505571
13	\$1,170153	\$2,175259	\$159	\$3,504571
14	\$1,237220	\$2,103186	\$163	\$3,503569
15	\$1,310293	\$2,028109	\$166	\$3,504568
16	\$1,385373	\$1,9482.028	\$169	\$3,503570
17	\$1,467455	\$1,864941	\$173	\$3,504569
18	\$1,553543	\$1,774850	\$176	\$3,504568
19	\$1,643637	\$1,680752	\$180	\$3,503569
20	\$1,740738	\$1,580649	\$183	\$3,503570
21	\$1,842	\$1,474540	\$187	\$3,503569
22	\$1,951955	\$1,362424	\$191	\$3,504570
23	\$2,067075	\$1,243301	\$194	\$3,504570
24	\$2,188203	\$1,117170	\$198	\$3,503571
25	\$2,318337	\$9841.031	\$202	\$3,504570
26	\$2,456482	\$843884	\$206	\$3,505572
27	\$2,603635	\$693728	\$210	\$3,507573
28	\$2,758796	\$534562	\$215	\$3,507572
29	\$2,922968	\$366385	\$219	\$3,507572
30	\$3,096150	\$189198	\$223	\$3,508572
Total	\$42,308	\$60,10062.197	\$5,102	\$107,510109.607

1 - Each year represents the assessment year ending September 1.

2 - The interest is calculated at an interest rate of 9.0930% for years 1 through 5 and 6.0930% thereafter on the Phase #2 Reimbursement Agreement.

3 - The Administrative Expenses shown include the estimated PID administration and assessment collection costs.

Blalock Industrial Park Planned Development City Council Public Hearing

December 5, 2022

Kaiser Aluminum



Sunny Delight
Truck Entrance



Shawman Area Engineer
And Maintenance Facility



GlobalTech, Inc



Purpose

- Originally created in 1962, the Blalock Industrial Park was developed to create a quality, cohesive, and compatible manufacturing district.
- Created as a distinct zoning district with requirements specific to the Blalock Industrial Park.
- This District helped attract businesses at the time such as Johnson & Johnson, Kaiser Aluminum and Oscar Mayer.
- What the Blalock Industrial Park is not:
 - It is not a standard zoning district, like a traditional residential or commercial zoning district.
 - A property outside of the BIP cannot be zoned to BIP
 - A property within the BIP cannot be removed from the BIP
 - The District is contained to the legal description within the Ordinance.
- What the Blalock Industrial Park is:
 - A district that consists of 1,495 acres of land.
 - It is a master planned development district with unique regulations that cannot be accommodated in any other zoning district.
- Therefore, staff recommends that the BIP be rezoned to a Planned Development District.

Planned Development Districts

- City of Sherman created Planned Development District regulations in 2019 to allow master planned communities larger than 200 acres to create unique regulations.
- ...is a tool intended to facilitate the planning, design, and development of integrated land uses on large tracts of land that cannot be adequately accommodated in other zoning districts.
- ...shall further the goals of the comprehensive plan, demonstrate enhanced and contextual design standards, present a well-organized and cohesive land plan, and contain clear and concise development regulations.
- ...may be used to permit innovative and superior land utilization concepts not permitted by other zoning districts in this ordinance.
- ...can permit greater flexibility and creativity to encourage design plans unique to individual projects that are responsive to changing market conditions.
- ...also provides assurance of high-quality standards and a consistent vision across the scope, scale, and term of the project.



Blalock Industrial Park

Regulations and Setbacks

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



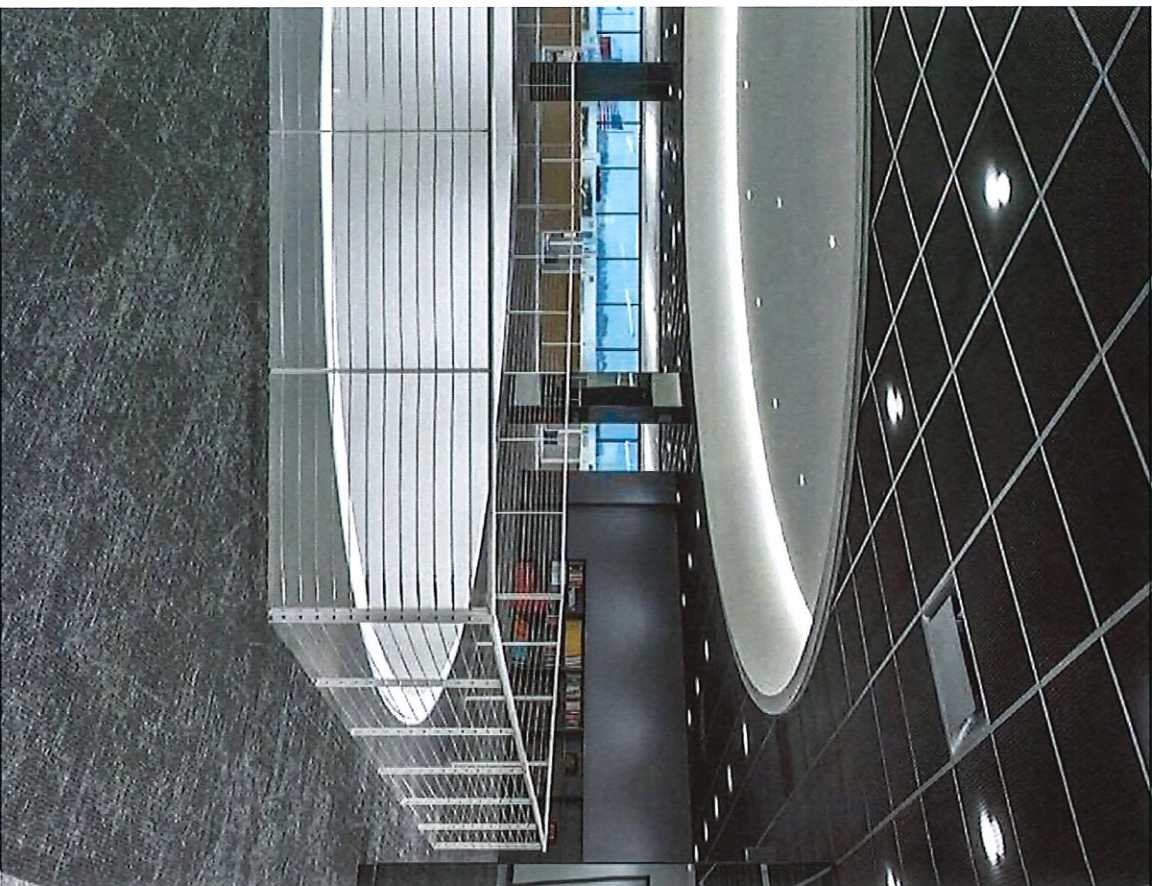
Blalock Industrial Park (Con't)

Other Regulations

- Screening
 - No fences in the front, rear or side yards adjacent to a public roadway
 - No chain link fences visible from a public roadway
 - Mechanical, utility, and service facilities screened on 3 sides and not visible from the public roadway
 - Freight and loading docks shall be screened from the public roadway
- Parking
 - Shall be provided 1 space for every 400sf of office floor area
 - 1 space for every 1000sf of manufacturing floor area up to 20,000sf.
 - *1 space for every 2000sf of manufacturing floor area over 20,000sf.
 - Parking study may be submitted to prove less parking is required to be approved administratively from City Staff.

Sherman
CLASSIC TOWN, BROAD HORIZON.

* Parking rate was adjusted based on discussion with Council on September 22nd.



Blalock Industrial Park (Con't)

Signs

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

Directional signs

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

Wall signs

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

Temporary Signs

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

Blalock Industrial Park Planned Development

Next Steps

- December 5th – City Council Action

Questions & Discussion

Zoning Ordinance Update

City Council Public Hearing

December 5, 2022

Kaiser Aluminum

Sunny Delight
Truck Entrances

Sherman Area Engineer
And Maintenance Facility

GlennTech, Inc

Zoning Ordinance Update

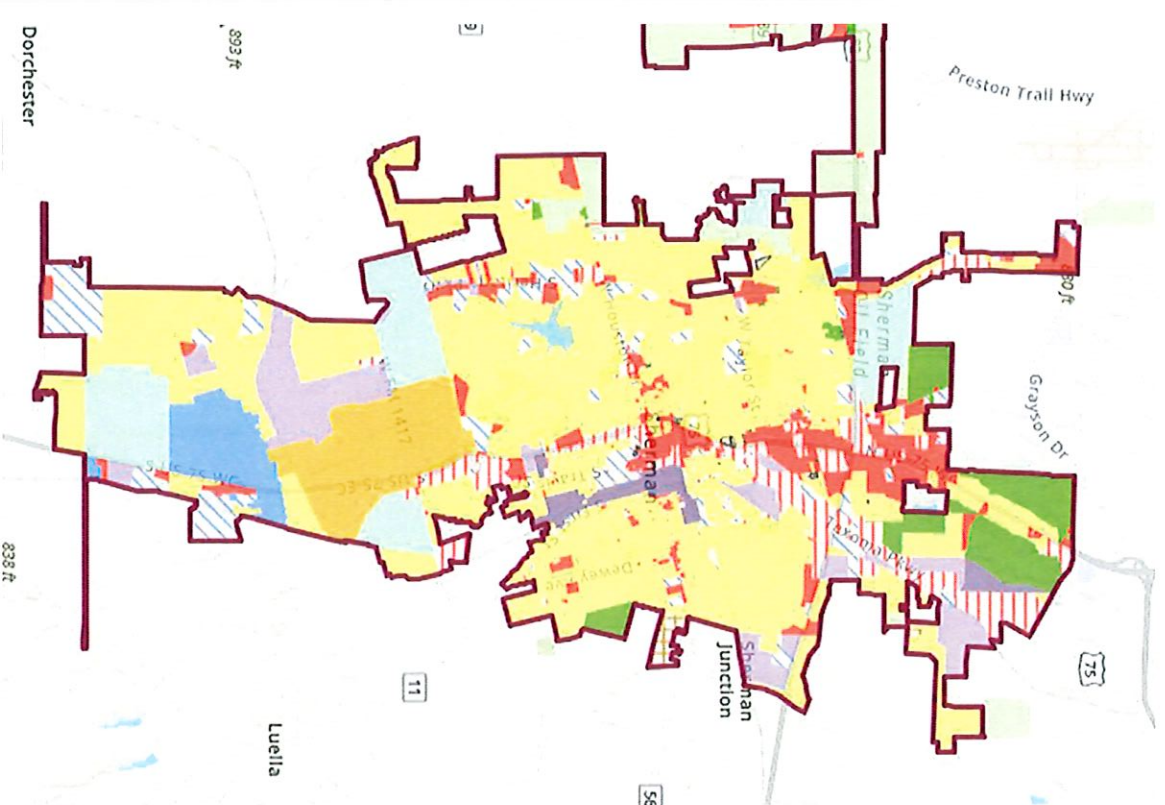
Purpose for the Zoning Ordinance Update

- Council Direction
 - More flexibility in zoning districts
 - Consider changing the way Patio Homes are implemented
- Minor amendments have occurred over time
- P&Z Subcommittee Established on February 22, 2022 to begin review of current Zoning Ordinance.
 - Meetings on March 8th, April 12th, May 10th, June 14th & July 12
- P&Z Presentation on June 21st and July 19th to review draft recommendations
- City Council Work Session on September 22nd to review update
- P&Z Action on November 15th to recommend approval to Council

Zoning Ordinance Update

New Ordinance Outline:

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



Chapter 14.02 Zoning Districts

Residential Zoning Districts

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

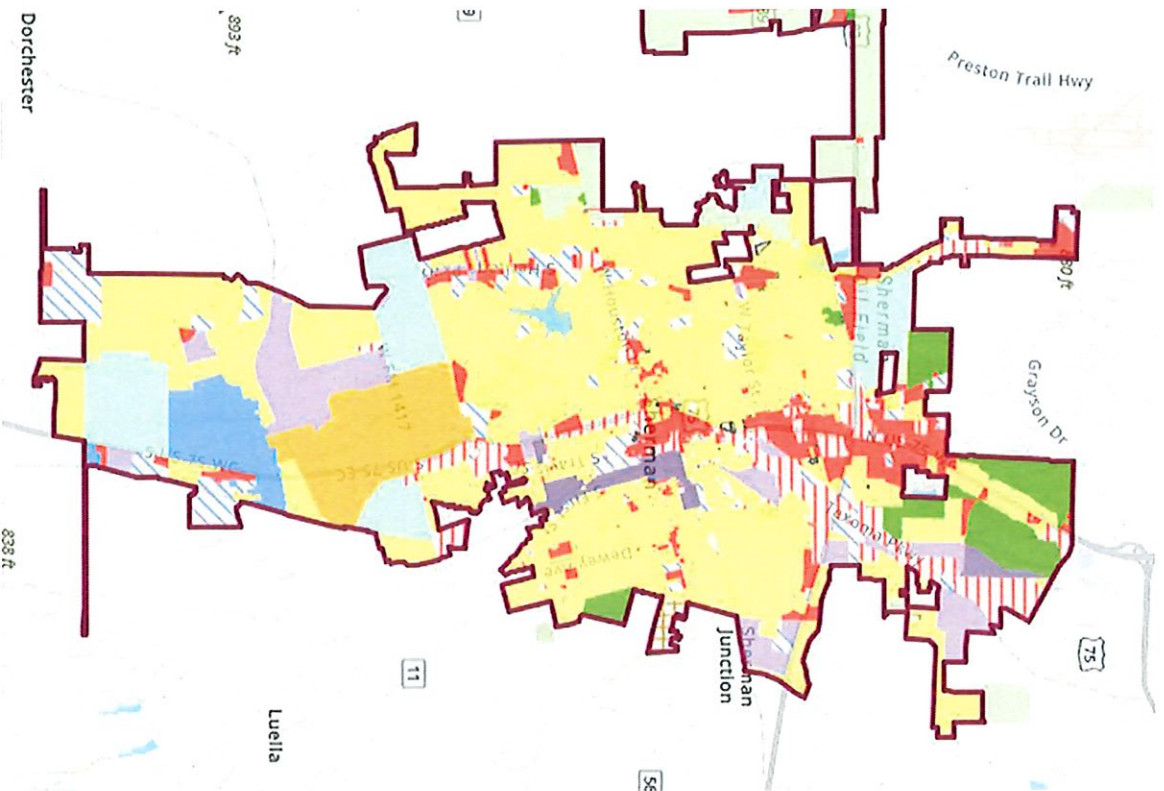
Zoning Ordinance Update

District	Lot Area	Lot Width	Lot Depth	Front Setback	Rear Setback	Side Setback	Floor Area	Building Area	Height	Density
R-A	2 Acres	200'	200'	40'	25'	20' (25')	>800sf	<40%	45'	N/A
R-E	1 Acre	150'	150'	40'	40'	20' (25')	>1,500sf	<20%	45'	N/A
R-12	12k sf	80'	100'	25'	25'	10' (15')	>1,500sf	<40%	40'	N/A
R-6	6,000sf	60'	100'	20'	20'	6' (15')	>1,000sf	<45%	35'	N/A
R-5	5,000sf	50'	100'	20'	15'	5' (15')	>800sf <3,000sf	<50%	35'	N/A
R-4	4,000sf	40'	90'	10' (rear-loaded) 20' (front-loaded)	20' (rear-loaded) 15' (front-loaded)	5' (15')	>800sf <*2,500sf	<55%	35'	N/A
R-2F	6,000sf	60'	100'	20'	20'	6' (15')	>800sf/unit	<65%	40'	N/A
R-TH	2,500sf	25'	100'	10' (rear-loaded) 20' (front-loaded)	20' (rear-loaded) 15' (front-loaded)	0' (15')	>800sf	<65%	40'	N/A
MF-15	2 acres	85'	100'	25'	25'	25'	>800sf/unit	<50%	35'	15units/acre
MF-30	5 acres	85'	100'	25'	25'	25'	N/A	<50%	50'	30 units/acre
MH	3,600sf	60'		25'	10'	10'	N/A	N/A	35'	N/A

Chapter 14.02 Zoning Districts

Commercial & Manufacturing Zoning Districts

- C-N – Neighborhood Commercial
- C-0 – Office District
- C-1 – Retail Business District
- C-2 – General Commercial
- M-1 – Light Manufacturing
- M-1.5 – Medium Manufacturing
- M-2 – Heavy Manufacturing

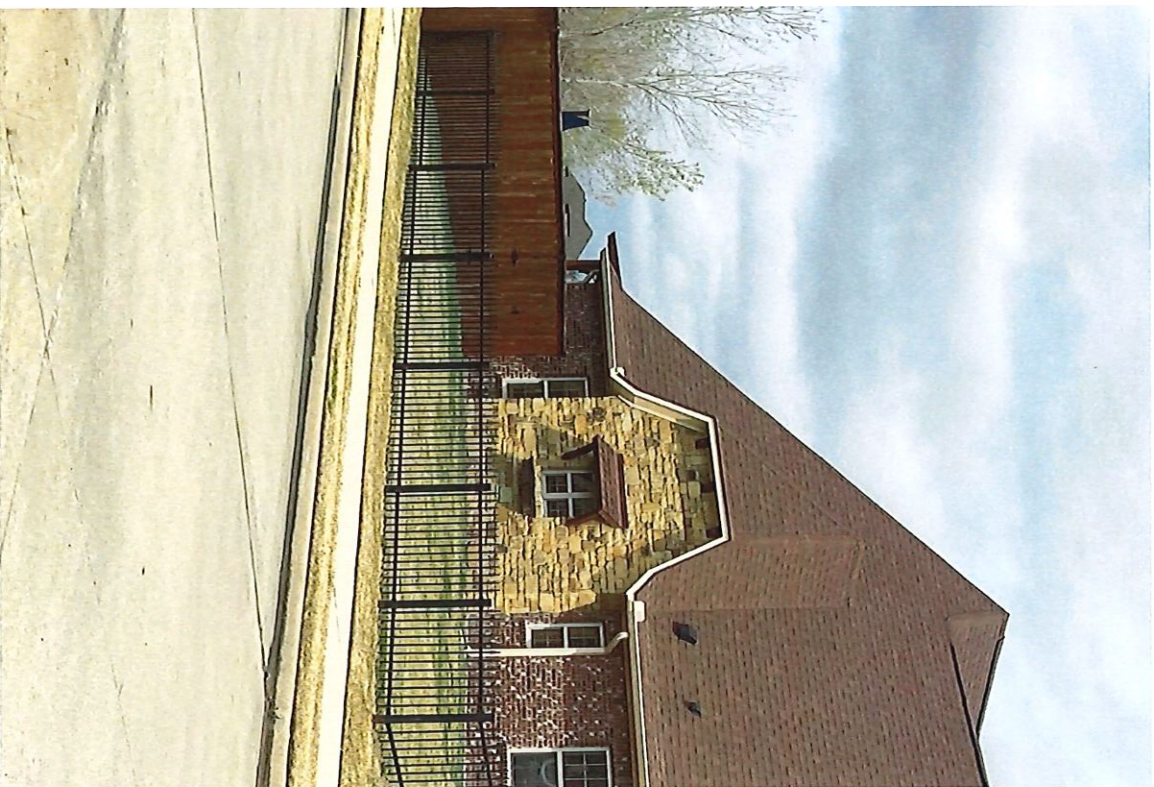


Zoning Ordinance Update

District	Min. Lot Area	Min. Lot Width	Min. Front Setback	Min. Rear Setback	Min. Side Setback (Adj. to Residential)	Building Area	Height	FAR
C-N (New)	10k sf	50'	25'	25'	0' (25')	<40%	35'	0.4
C-O	10k sf	50'	25'	25'	15' (40')	<50%	50'	1.0
C-1	10k sf	50'	25'	25'	15' (40')	<50%	50'	0.5
C-2	10k sf	50'	25'	25'	15' (60')	<50%	35'	0.5
M-1	½ Acre	85'	40'	25'	25' (60')	80% max impervious	100'	1.5
M-1.5	½ Acre	85'	40'	25'	25' (60')	80% max impervious	150'	1.5
M-2	1 Acre	150'	40'	25'	25' (75')	80% max impervious	150'	1.5

Chapter 14.04 Supplementary District Regulations

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





Accessory Buildings & Structures

- Cannot be located in the front yard.
- Must be separated from other structures by 5 feet
- Must be setback 15 feet from side streets
- Detached garages or carports facing an alley or side street must be setback 20 feet.
- Cannot be located in easements.
- Portable Storage Sheds 100 sq. ft. or less can be located in the side or rear yard without a building permit

Accessory Buildings & Structures

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





Parking and Off-Street Loading

Single-Family Standards

- 1 enclosed garage spaces and 1 parking space per bedroom up to a max of 4 including garage spaces.
- No parking of RVs, travel trailers, boat trailers, or other trailers in the front yard
- R-A or R-E may request an exception for concrete or asphalt requirement



Parking and Off-Street Loading

Non-Residential/MF Standards

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

Parking and Off-Street Loading

Multi-Family Parking Changes

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



Use Chart

One-Stop Location For All Uses

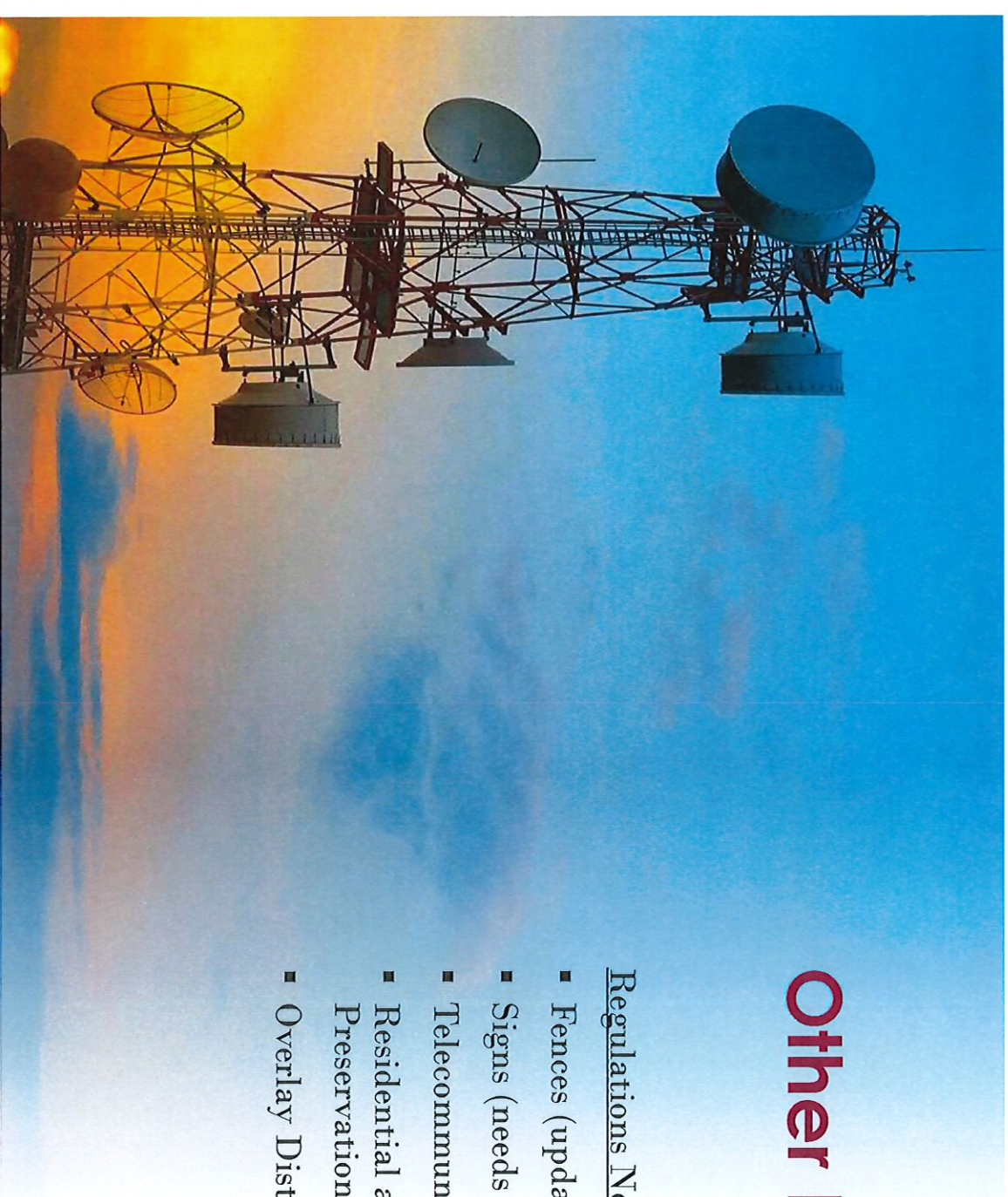
- Permitted Uses
- TUP – Temporary Use Permits
- SUP – Specific Use Permits
- Conditional Uses

[illegible]

Other Regulations

Regulations Not Changing

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



Zoning Ordinance Update

Next Steps

- December 5th – City Council Action

Questions & Discussion

Comprehensive Fee Schedule City Council Public Hearing

December 5, 2022



Purpose

- All building and zoning related fees are currently referenced in Section 3.14 of the Building Regulations.
- The Proposed Comprehensive Fee Schedule is the first action to begin locating all City fees referenced in the Code of Ordinances in one section; Appendix C.
- Staff is not recommending any adjustments on the current fees being charged for building permits or zoning requests.
- However, staff is recommending adding a fee of \$250 for work being done in the City without a permit.
 - This fee would ensure that contractors first get a required permit before doing work in the City.

Comprehensive Fee Schedule

Next Steps

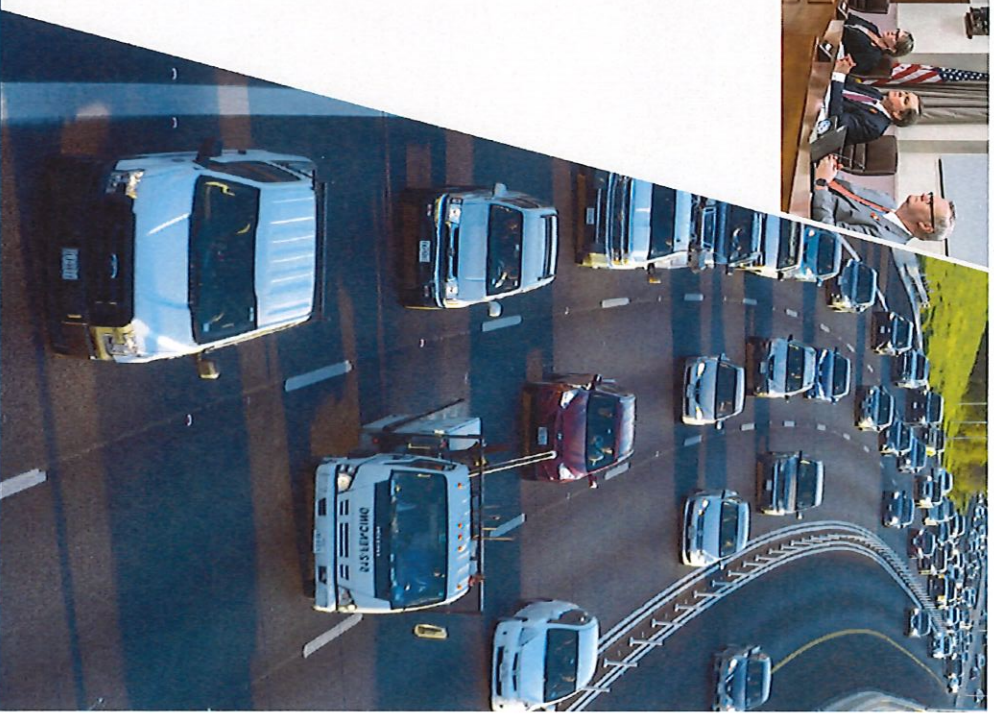
- December 5th – City Council Action

Questions & Discussion



Project Update for the City of Sherman

TxDOT - Connecting You with Texas



December 2022

#EndTheStreakTX



- November 7, 2000 was the last day without a death on Texas roadways – 22 years ago
- Statewide, average of 12 are killed in crashes every single day
- As of today, 3,907 have died on our Texas roadways so far in 2022
- In Grayson County alone, there were 22 people killed in 20 accidents this year
- Distracted driving and impaired driving remain the main root causes

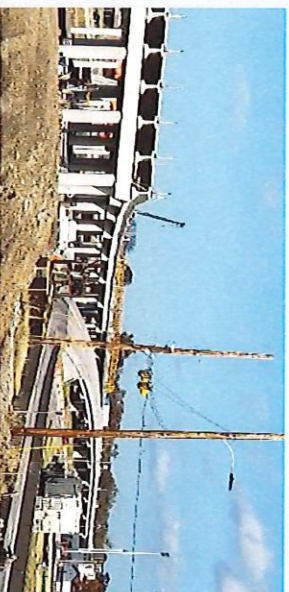
#EndTheStreakTX

End the streak of daily deaths on Texas roadways.

US 75 from FM 1417 to SH 91 (Texoma Parkway)



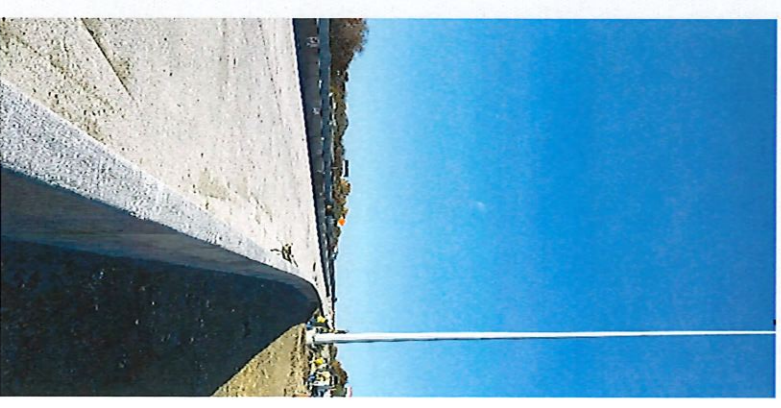
- \$155M project let Sept 19 to reconstruct to 6 lane configuration from FM 1417 to SH 91
- Project will reconstruct FR bridges at US 82 and make ramp improvements throughout
- Project is approximately 75% complete
- Estimated Completion Date: December 2023



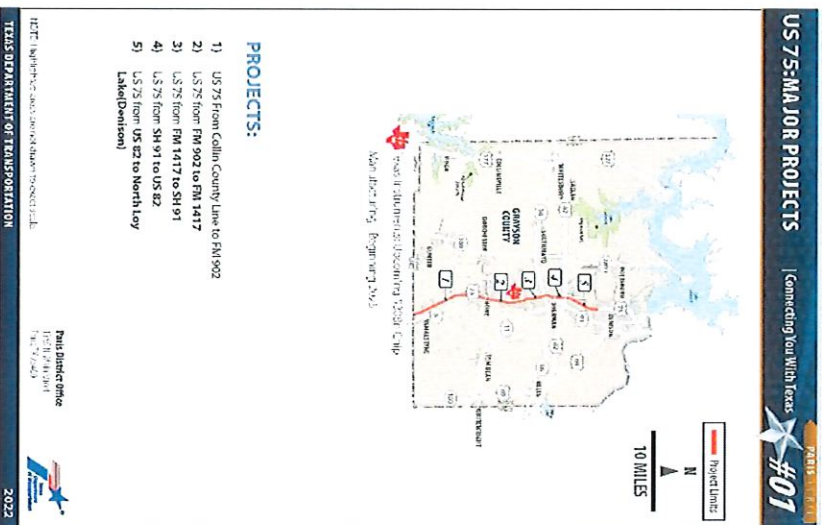
US 75 from FM 1417 to SH 91 (Texoma Parkway)



- U-Turns: Washington and Center Street: Late December 2022
- SH 91 Underpass: Late December 2022
- U-Turns at US 82/US 75: July 2023
- Loy Lake Bridge: Fully Open August 2023



US 75 Projects



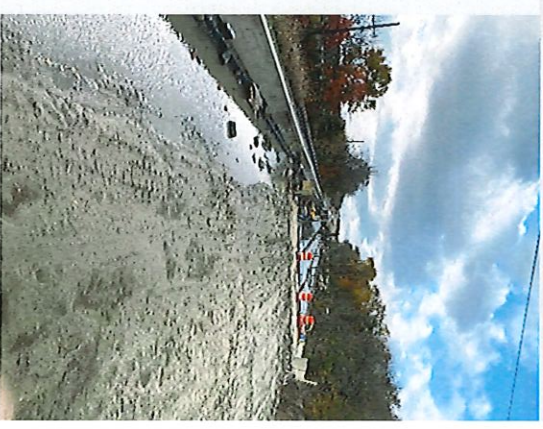
FM 1417 – US 82 to SH 56

- Project let to Zachry Construction for \$31.4M. Approx. 61% complete
- Expect west side pavement to be complete Winter 2023; project completion expected Spring 2024
- Lamberth Street Opening: December 16, 2022
- Traffic Switch north of Lamberth: February 2023
- Intersections at Washington and Taylor on the west side will be closed next year. Timeframe will be announced next year



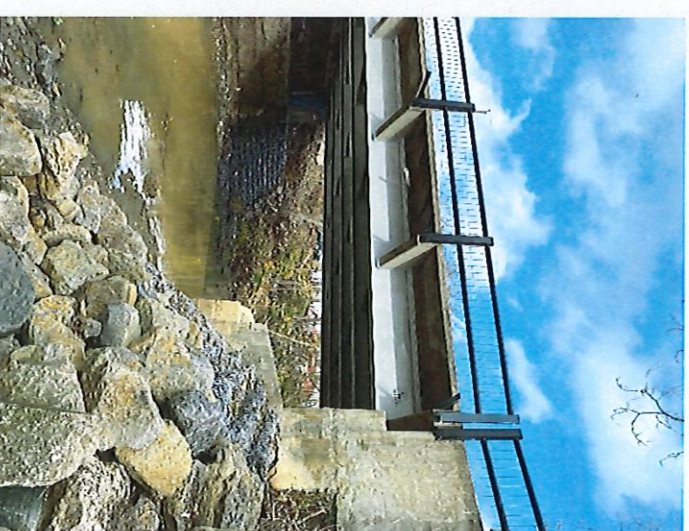
South Travis Street Bridge at Post Oak Creek

- Contractor – IBCTX, LLC - (Iowa Bridge and Culvert)
- Project let amount – \$3,051,415.50
- Percent Complete – 45%
- Estimated completion date – May 4, 2023



SH 56 at Post Oak Creek bridge maintenance

- Contractor – Built Right Construction, LLC
- Individual bridge cost – \$624,313.29
- Percent Complete – 100%
- Estimated completion date – work complete
- Work involves bearing pads, deck drains, bridge joint, paint beams, address erosion and repair sidewalk



US 82 Safety Treatment Projects

- Contractor – Stateline Construction, LLC
- Project let amount – \$5,981,039.00
- Project let in October 2022
- Project limits – Cooke County line to FM 131 (Travis St.)
- Estimated completion date – October 2024

Contact Information



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