

**CITY OF SHERMAN  
CITY COUNCIL REGULAR MEETING AGENDA  
COUNCIL CHAMBERS OF THE CITY HALL  
220 WEST MULBERRY STREET  
SHERMAN, TEXAS  
MONDAY, FEBRUARY 7, 2022  
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY MAYOR DAVID PLYLER**
- A. 3. INVOCATION BY MAYOR DAVID PLYLER**
- A. 4. APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING OF JANUARY 18, 2022.**

**Citizen Comments**

**B. 1. CITIZEN COMMENTS**

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

**Consent Agenda**

**C. 1. CONSENT AGENDA**

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

**C. 2. CONSENT AGENDA**

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

**Public Hearing**

**D. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6453**

Establishing Maximum, Reasonable and Prudent Rates of Speed Along the North Bound Frontage Road of US 75 from FM 1417 to Center Street in the Corporate Limits of Sherman, Grayson County, Texas; Fixing Penalties for Violation Thereof; Declaring an Emergency

**D. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6454**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the C-1 (Retail Business) District/O-1 (75 & 82) Overlay District, Located in the 7000-7600 blocks of South U.S. Highway 75, being 10.113 acres in the Benjamin Lindsey Survey, Abstract No. 733 (107 Parsons Venture LTD, Owner; Dosti Partners, LLC, Prospective Buyer; Bohler Engineering, Civil Engineer; Kurtz-Bedford Associates, Inc., Surveyor); Providing for a Penalty not to Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

**D. 3.     INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6455**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-2 (Multi-Family Residential) District, Located in the 7000-7600 Blocks of South U.S. Highway 75, Being 46.962 acres in the Benjamin Lindsey Survey, Abstract No. 733 (107 Parsons Venture LTD, Owner; Dosti Partners, LLC, Prospective Buyer; Bohler Engineering, Civil Engineer; Kurtz-Bedford Associates, Inc., Surveyor); Providing for a Penalty not to Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

**D. 4.     INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6456**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the M-1 (Light Manufacturing) District/O-1 (75 & 82) Overlay District, Located in the 7000-7600 blocks of South U.S. Highway 75, being 46.130 acres in the Benjamin Lindsey Survey, Abstract No. 733 (107 Parsons Venture LTD, Owner; Dosti Partners, LLC, Prospective Buyer; Bohler Engineering, Civil Engineer; Kurtz-Bedford Associates, Inc., Surveyor); Providing for a Penalty not to Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

**D. 5.     INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6457**

Amending Chapter 14 of the Code of Ordinances, City of Sherman, Texas, Entitled “Zoning Ordinance”, Article 14.04, Entitled “General Zoning Ordinance”, at Exhibit A, Entitled “General Zoning Ordinance”, Section 6.12, Entitled “PD (Planned Development) District”; Providing For Inclusion In The Code Of Ordinances; Modifying Certain Regulations Relating to the PD (Planned Development) District; Providing a Repealing Clause, a Severability Clause and a Penalty Clause; Providing a Penalty not to Exceed \$2,000.00

**D. 6.     INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6458**

Adopting a Revised Official Zoning Map

**Close Public Hearing and Consider Adoption of Ordinances**

**D. 7.     ADOPTION OF ORDINANCES**

Consider Adoption of Ordinance Numbers 6453, 6454, 6455, 6456, 6457 & 6458.

**Resolutions**

**E. 1.     RESOLUTION NO. 6842**

Authorizing Execution of a Professional Services Agreement with Burgess & Niple, Inc. for the Downtown Wastewater Improvements, Phase 1 Project

**E. 2.     RESOLUTION NO. 6843**

Ratifying the City Manager's Actions in Connection with the Execution of a Purchase and Sale Agreement with Earnestine White and WK Family Trust for the Purchase of Approximately 60 Acres of Land, Generally Located at the Northwest Corner of Plainview Road and La Cima Road in the Extraterritorial Jurisdiction (ETJ) of the City of Sherman, Texas

**E. 3.     \* RESOLUTION NO. 6844**

Authorizing the Purchase of Two New Chevy Tahoes from Lake Country Chevrolet through TIPS Purchasing Cooperative for the Sherman Police Department



- E. 4.     **\* RESOLUTION NO. 6845**  
Authorizing the Purchase of Two New Ford F-150 Trucks for the Development Services Department from Sam Pack's Five Star Ford through the Texas Local Government Purchasing Cooperative (BuyBoard)
- E. 5.     **\* RESOLUTION NO. 6846**  
Renewing Guidelines and Criteria for the City of Sherman's Industrial and Commercial Tax Abatement Program to Promote Development/Redevelopment in Certain Areas of the City
- E. 6.     **\* RESOLUTION NO. 6847**  
Authorizing Submission of a Grant Application to the Office of the Governor Criminal Justice Division to Fund the Purchase of Body Armor Plates and Ballistic Helmets for the Sherman Police Department; Designating the City Manager as the Authorized Official to Accept, Reject, Alter or Terminate the Grant on Behalf of the City

#### **Requests to Advertise**

- F. 1.     **\* REQUEST TO ADVERTISE**  
Annual Water and Sewer Maintenance Supplies and Parts
- F. 2.     **\* REQUEST TO ADVERTISE**  
Invitation to Bid for the Removal and Replacement of an Air-Cooled Chiller in Kidd Key Auditorium

#### **Other Business**

- G. 1.     **OTHER BUSINESS**  
Repair and Rework of the Dorchester #8 Trinity and the Shepard #1 Woodbine Well under Emergency Designation
- G. 2.     **OTHER BUSINESS**  
Recognition of City of Sherman Award: "Certificate of Achievement for Excellence in Financial Reporting"
- G. 3.     **OTHER BUSINESS**  
Receive Presentation on the Status of the New Sherman Police Department Headquarters
- G. 4.     **\*\* OTHER BUSINESS**  
Final Plat approval of Aleman Addition, being 1.574 acres in the J.B. McAnair Survey, Abstract No. 763; Anthony and Lane Aleman, Owners and Helvey-Wagner Surveying, Inc., Surveyor (310 and 324 West U.S. Highway 82)
- G. 5.     **\*\* OTHER BUSINESS**  
Replat approval of Grimsley Addition, being a Replat of the West 50 ft. of Lots 1 & 2, Block 4, Hall and Jones Addition; JDH Grimsley Properties, LLC, Owner; Phillip Morgan, Developer; and Helvey-Wagner Surveying, Inc., Surveyor (315 East College Street)
- G. 6.     **\*\* OTHER BUSINESS**  
Replat approval of Professional Addition, being a Replat of Lots 6A-R and 6B-R, Replat of Lot 6, Block A, Dr. Swamy Addition and Lot 7, Block A, Dr. Swamy Addition; 2019 MK & Associates, LLC & 2017 GK Associates, LLC, Owners and Helvey-Wagner Surveying, Inc., Surveyor (2416, 2500 and 6119 Swamy Drive)

## **Consider Board/Commission Appointments**

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

- (a) Main Street Advisory Committee (1)

### **I. COUNCIL COMMENTS**

## **Executive Session**

### **J. 1. EXECUTIVE SESSION**

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

|                              |                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tex. Gov't Code §<br>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.<br>(a) Receive legal advice regarding pending litigation. |
| Tex. Gov't Code §<br>551.072 | Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.                                                                                                                                                              |
| Tex. Gov't Code §<br>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 §<br>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.<br>(a) Comprehensive Plan Advisory Committee         |
| Tex. Gov't Code §<br>551.076 | Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.                                                                                                                                                                                                                                          |
| Tex. Gov't Code §<br>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.                |

**The Council reconvenes into General Session**

**K. 1. OPEN MEETING**

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

**L. ADJOURNMENT**

**COUNCIL CALENDAR**

**CERTIFICATION**

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

Dated this 4<sup>th</sup> day of February, 2022.  
City of Sherman, Texas

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City Clerk

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

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

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

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

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

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

**Mayor**

David Plyler

**Deputy Mayor**

Pamela L. Howeth

**Council Members**

Henry Marroquin, Council-At-Large, PL #1  
Juston Dobbs, Council-At-Large, PL #2  
Shawn C. Teamann, Council – District #1

Josh Stevenson, Council – District #2  
Pamela L. Howeth, Council – District #3  
Daron Holland, Council – District #4



# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Regular Meeting**

**A. 4.**

**Meeting Date:** 02/07/2022

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING OF JANUARY 18, 2022.**

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### **Attachments**

January 18, 2022 - Called Meeting

Comprehensive Master Plan

SEDCO Quarterly Update

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STATE OF TEXAS                   §  
                                                           January 18, 2022  
 COUNTY OF GRAYSON           §

**BE IT REMEMBERED THAT A Called 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 January 18, 2022.**

**MEMBERS ABSENT: COUNCIL MEMBER MARROQUIN.**

## CALL TO ORDER

**APPROVE MINUTES**

The Council reviewed the Minutes of the Regular City Council Meeting of January 3, 2022. Council Member Stevenson moved to approve the Minutes, as presented; Second by Deputy Mayor Howeth; All present voted AYE.  
**MOTION CARRIED.**

## CITIZEN'S COMMENTS

## CONSENT AGENDA

## CONSENT AGENDA

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

**ORD 6452  
MUNICIPAL COURT  
FEES**

**Mary Lawrence, Director of Finance, said the current ordinance concerning Municipal Court fees was out of compliance with State**

law. The law had changed concerning how certain fees collected by the Municipal Court should be allocated to the different funds. There are no changes in the fees, but this amendment will bring the ordinance into compliance with State law.

No citizens appeared before the City Council to discuss Ordinance No. 6452.

The Public Hearing was closed.

**ADOPTION OF ORDINANCES**

**Ordinance 6452**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 7, ENTITLED “MUNICIPAL COURT”, ARTICLE 7.02, ENTITLED “MUNICIPAL COURT BUILDING SECURITY FUND”, AT SECTIONS 7.02.001, 7.02.002 AND 7.02.003, AND SECTION 7.03, ENTITLED “MUNICIPAL COURT TECHNOLOGY FUND”, AT SECTIONS 7.03.001, 7.03.002, 7.03.003 AND 7.03.004; MODIFYING CERTAIN PROVISIONS REQUIRING ASSESSMENT AND PAYMENT OF MUNICIPAL COURT FEES AND COSTS IN ACCORDANCE WITH APPLICABLE LAW; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6452  
MUNICIPAL COURT  
FEES

**ACTION TAKEN.**

Motion by Deputy Mayor Howeth to adopt Ordinance No. 6452, as presented. Second by Council Member Teamann.

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

VOTING NAY: None.

MOTION CARRIED.

**JOINT RESOLUTION NO. 6834 – A JOINT RESOLUTION OF THE BOARD OF TRUSTEES OF THE SHERMAN INDEPENDENT SCHOOL DISTRICT AND THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING AN INTERLOCAL COOPERATIVE AGREEMENT FOR USE OF VETERANS FIELD AT FAIRVIEW PARK**

JOINT RES 6834  
CITY & SISD USE OF  
VETERAN’S FIELD

A JOINT RESOLUTION OF THE BOARD OF TRUSTEES OF THE SHERMAN INDEPENDENT SCHOOL DISTRICT AND THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING AN INTERLOCAL COOPERATIVE AGREEMENT FOR THE USE OF VETERANS FIELD AT FAIRVIEW PARK.

Theresa Hutchinson, Parks and Recreation Manager, said, with the addition of the new sports facilities at the new high school, the Sherman High School Baseball Team no longer solely uses Veteran’s Field for games and practices.

The new agreement with the Sherman Independent School District will still provide them with practice and game space, when they need it. But it will also open up the facility for Sherman Youth Baseball, 14 and under, which really needs a new facility for their games.

The City will also take over maintenance of the field, like was previously done.

COUNCIL MINUTES – JANUARY 18, 2022

Council Member Holland asked if that would move everyone from Rosedale Park for practices too. Ms. Hutchinson said they would probably still practice at Rosedale, but all games would probably be at Veteran's Field.

**ACTION TAKEN.**

Motion by Council Member Holland to approve Joint Resolution No. 6834, as presented. Second by Council Member Stevenson.  
VOTING AYE: Dobbs, Holland, Howeth, Stevenson, Teamann.  
VOTING NAY: None.  
MOTION CARRIED.

**RESOLUTION NO. 6835 – AUTHORIZING SUBMISSION OF A GRANT APPLICATION AND THE ACCEPTANCE OF THE GENERAL VICTIM ASSISTANCE GRANT PROGRAM, FY2023 THROUGH THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION**

**RES 6835  
VICTIM ASSISTANCE  
GRANT PROGRAM**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF A GRANT APPLICATION AND THE ACCEPTANCE OF THE GENERAL VICTIM ASSISTANCE GRANT PROGRAM FY2023 THROUGH THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION.

Sam Boyle, Police Lieutenant, explained that the Police Department is asking for Council approval to apply for grant funding for a designated employee for victim assistance. Currently the only victim assistance offered to a victim reporting crimes to the Police Department, is through the District Attorney's Office.

Because of this, the only assistance provided to victims is once the case has actually been filed. That means there is a lag time, and some cases are not filed at all, and those victims never receive any benefits. With the grant funding, they are hoping to close that gap, and offer better assistance to the victims.

Lieutenant Boyle said, if awarded, the grant funding would come in around the end of the City's fiscal year, in September or October 2022. There is also an approval process with the Texoma Council of Governments.

Deputy Mayor Howeth asked what type of assistance would be offered to victims. Lieutenant Boyle said the assistance would not be monetary, but would be more like counseling, education, coordination, and things like that. The victim's assistance position would coordinate with non-governmental organizations, such as the Child Advocacy Center, Women's Crisis Center, or CASA.

Also, it would assist any victim that needs contact information, counseling, someone to talk too and listen, or someone to explain the process. He said there is also a change in State law that requires law enforcement organizations to provide an advocate, if wanted, for every sexual assault victim, while they're being interviewed by the police.

That would be a large part of what this position would do. It would provide an in-house employee that would provide compliance with that State law, instead of having to coordinate with an outside entity.

Council Member Teamann verified that this would be a “non badged” position. He asked if the \$61,000 from the grant would cover the entire annual cost of the position. Lieutenant Boyle said there is no match required, and they hope to receive full funding through the grant. Receipt of the grant will be up to TCOG and the State.

Council Member Dobbs asked if other cities the size of Sherman have this position or is this relatively new. Lieutenant Boyle said Grayson County does not have anything like this yet, but Collin County does, and the City of Wylie does. Zach Flores, Police Chief, said it is pretty typical that agencies the size of Sherman, do have this position.

**ACTION TAKEN.**

Motion by Council Member Stevenson to approve Resolution No. 6835, as presented. Second by Council Member Dobbs.  
VOTING AYE: Dobbs, Holland, Howeth, Stevenson, Teamann.  
VOTING NAY: None.  
MOTION CARRIED.

**RESOLUTION NO. 6836 – AUTHORIZING THE EXECUTION OF AMENDMENT #1 TO THE ADVANCE FUNDING AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR A FEDERAL-AID HIGHWAY PROJECT TO REPLACE A BRIDGE OFF THE STATE SYSTEM FOR THE SOUTH TRAVIS STREET BRIDGE IN THE CITY OF SHERMAN**

**RES 6836  
TXDOT AGREEMENT  
FOR SOUTH TRAVIS  
STREET BRIDGE**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AMENDMENT #1 TO THE ADVANCE FUNDING AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR A FEDERAL-AID HIGHWAY PROJECT TO REPLACE A BRIDGE OFF THE STATE SYSTEM, FOR THE SOUTH TRAVIS STREET BRIDGE IN THE CITY OF SHERMAN.**

Wayne Lee, Director of Engineering, said in 2016, the Texas Department of Transportation provided a Bridge Report that recommended improvements to the deck, beam, and railings of the South Travis Street Bridge, to continue to extend the life of the bridge.

In 2017, the City hired Kimley-Horn to analyze the practicality of doing that. Because of the age of the bridge, and the fact that it's located in the 100-year floodplain, they recommended that the bridge be rebuilt.

In 2019 and 2020, TxDOT secured 90/10 Federal funding, for replacement of the bridge. The City Council then approved an agreement with TxDOT for funding. Since that time, the City has



requested that pedestrian walkways be added to each side of the bridge with protective railings. They have also asked for some aesthetic enhancements to be added to the railings. The proposed agreement covers that additional cost.

Total cost for the bridge is expected to be about \$3 million. The City's total participation is almost \$572,000. He said funding was available with the 2017 and 2021 Certificates of Obligation Bonds. Construction is expected to begin in the late summer or early fall of 2022.

Mayor Plyler asked, since the bridge is below the floodplain, will the bridge be elevated, and if so, how much work will that involve. Mr. Lee said the bridge will be elevated. Clint Philpott, Assistant City Manager, said he thought it would probably be elevated about a quarter mile in each direction.

Mayor Plyler confirmed that Oncor would not have to move any power lines.

Council Member Teamann asked about the timeline for construction. Mr. Lee said he expected the project to be 9 to 12 months, however they will maintain traffic on the existing bridge, because the new bridge will be built one lane at a time. It will either be signed for one-way traffic or they will have traffic signals on each side designating the lane, one-way at a time. The bridge will not be totally closed to traffic.

**ACTION TAKEN.**

Motion by Council Member Stevenson to approve Resolution No. 6836, as presented. Second by Deputy Mayor Howeth.  
VOTING AYE: Dobbs, Holland, Howeth, Stevenson, Teamann.  
VOTING NAY: None.  
MOTION CARRIED.

**RESOLUTION NO. 6837 – AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING DESIGN SERVICES AGREEMENT WITH BIRKHOFF, HENDRICKS & CARTER, L.L.P. FOR DESIGN OF THE SHEPHERD DRIVE SEWER EXTENSION PROJECT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING DESIGN SERVICES AGREEMENT WITH BIRKHOFF, HENDRICKS & CARTER, L.L.P. FOR DESIGN OF THE SHEPHERD DRIVE SEWER EXTENSION PROJECT.

RES 6837  
SHEPHERD DRIVE  
SEWER EXTENSION

Mr. Lee said this agreement is for design services for the Shepherd Drive Sewer Extension Project, to extend the 24-inch line behind Finisar. The line will provide sewer service for development to the south side of Shepherd Drive.

Even with the designs, the staff plans to wait until development begins before the project is put out for bid. Then it will be coordinated with the developer. Cost is approximately \$65,000, and there is funding in the Utility Fund.

Council Member Teamann asked if the 24-inch line would be adequate for the number of homes that will be constructed in that area. Mr. Lee said it would be adequate. He added that the development will be putting in a lift station that will go to this line.

**ACTION TAKEN.**

Motion by Council Member Stevenson to approve Resolution No. 6837, as presented. Second by Council Member Teamann.  
VOTING AYE: Dobbs, Holland, Howeth, Stevenson, Teamann.  
VOTING NAY: None.  
MOTION CARRIED.

**RESOLUTION NO. 6838 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC. FOR THE UPDATE OF THE CITY OF SHERMAN'S COMPREHENSIVE MASTER PLAN**

**RES 6838  
COMPREHENSIVE  
MASTER PLAN**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC. FOR THE UPDATE OF THE CITY OF SHERMAN'S COMPREHENSIVE MASTER PLAN.**

Rob Rae, Director of Development Services, said the request is to execute a contract with Halff and Associates to update the City's Comprehensive Master Plan. The Plan was last updated in 2009.

During the last budget, they requested \$100,000 to develop a vision for growth in Sherman, to evaluate the existing conditions, and to develop a future land use plan for development and growth. Since the budget was approved, the staff has looked at expanding the scope to include a Housing Study, which would incorporate the expanded employment that Sherman will be experiencing, and a Trails Master Plan.

He explained that Comprehensive Master Plans are created to help guide and enforce the development, growth, and infrastructure improvements of a community. The purpose is to look at the "big picture" or the vision, and to assess those for short-term actions.

The plans are typically updated as needed, generally every 5, 10, or 20 years. Mr. Rae said a lot has happened since 2009, and Sherman is looking at a lot of future growth.

He said one advantage of adding the Trails Master Plan in with the Comprehensive Master Plan is that the community outreach can be done for both projects at the same time. This will also provide a cost benefit. As development trends change, it becomes very important to update the plan. There has been a major increase in residential building permits during the last 12 years.

Mr. Rae also outlined the key tasks for the Comprehensive Plan, with the addition of the Housing Study and the Trails Master Plan. He said they would incorporate information from the Water and Wastewater Master Plan, the Parks Master Plan, and the Transportation Master Plan.

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The Trails Master Plan would build off of what the MPO has recently developed for identifying corridors for trail development. There have also been some developers that have dedicated park space for the purpose of building trails. They also want to look at housing and future housing needs.

Mr. Rae said the timeline estimates adoption of the Comprehensive Master Plan by October 2022.

Council Member Teamann said he appreciated the Housing Study but asked when the last Parks Master Plan was completed. Ms. Hutchinson said it was done in 2017, but did not include trails.

Deputy Mayor Howeth asked if the Plan would indicate whether or not there is a need for public transportation. Mr. Rae said that issue could be included in the Transportation Plan that is being developed. He said the MPO currently has a consultant that is developing a fixed route study for transit in both Sherman and Denison.

**ACTION TAKEN.**

Motion by Deputy Mayor Howeth to approve Resolution No. 6838, as presented. Second by Council Member Dobbs.  
VOTING AYE: Dobbs, Holland, Howeth, Stevenson, Teamann.  
VOTING NAY: None.  
MOTION CARRIED.

**RESOLUTION NO. 6839 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC FOR PROVIDING PROFESSIONAL CONSULTING SERVICES FOR THE PAVEMENT MANAGEMENT PROGRAM**

**RES 6839  
PAVEMENT  
MANAGEMENT  
PROGRAM**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC FOR PROVIDING PROFESSIONAL CONSULTING SERVICES FOR THE PAVEMENT MANAGEMENT PROGRAM.

Mr. Philpott said this was a planning item that was discussed at the budget meeting. The goal is to drive every mile of the City streets and do an assessment on their condition, giving them a rating. The staff will then make sure that what the Street Department is maintaining, in-house, matches with this plan.

The last time this was done was in 2014, with the final plan completed in 2015. That map has been used often during the last five or six years. It's now time to update the map, to assure that money is being spent on streets as needed.

Deputy Mayor Howeth asked if the assessment could be done in-house. Mr. Philpott said there is 290 miles of streets, which will be driven with a special, automated vehicle, that takes a picture straight down of the street, to the left, and to the right. The data is then analyzed, based on specific standards for road conditions, to determine the number of cracks in the street, the condition of the

curb, and many other items. There is a lot of data included in the analysis, that the City would not be able to do in-house.

Kevin Winkler, Public Works Manager, said the study would also do a data collection of the curb and gutter, which was not done in the 2014 study. He added that they will actually drive the main streets both ways, to collect data on both sides of the street instead of just one side.

The data will also be entered into a software program and the City staff will be trained to use the software, so the maps can be actively updated as repairs are made.

Deputy Mayor Howeth confirmed that the study will be used to make a priority list of streets that need to be repaired first, and which could wait on repairs.

Council Member Teamann said many of the streets are failing because of the infrastructure under the surface of the street, and he asked if this study will consider the depth of the layers and the covering on top of the street. Mr. Winkler said there is a tremendous algorithm that goes into effect for the final assessment.

**ACTION TAKEN.**

Motion by Council Member Stevenson to approve Resolution No. 6839, as presented. Second by Deputy Mayor Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6840 – DETERMINING A PUBLIC NECESSITY TO ACQUIRE BY EMINENT DOMAIN CERTAIN PROPERTY IN FEE SIMPLE FOR PUBLIC USE, INCLUDING THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR AND MAINTENANCE OF PUBLIC WATER AND OTHER UTILITY IMPROVEMENTS, INCLUDING THE PUBLIC WATER TREATMENT PLANT EXPANSION AND IMPROVEMENT PROJECT AND OTHER PUBLIC UTILITY PROJECTS, CONSISTING OF A 39.95-ACRE TRACT OF LAND CONVEYED TO BARRETT KEITH BROWN AS RECORDED IN VOLUME 4902, PAGE 308 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE JOHN GOODE SURVEY, ABSTRACT NO. 468, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AND OTHER TRACTS OF LAND IN THE VICINITY OF THE EXISTING PUBLIC WATER TREATMENT PLANT, AS DEEMED NECESSARY BY THE CITY MANAGER OR HIS DESIGNEE; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE CERTAIN PROPERTY FOR PUBLIC USE BY EMINENT DOMAIN FOR SUCH USES; AUTHORIZING THE CITY MANAGER OF THE CITY OF SHERMAN, TEXAS, TO ESTABLISH PROCEDURES FOR ACQUIRING THE PROPERTY, OFFERING TO ACQUIRE THE PROPERTY, VOLUNTARILY, FROM THE LANDOWNER(S) THROUGH THE MAKING OF BONA FIDE OFFERS; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DETERMINING A PUBLIC NECESSITY TO

RES 6840  
OBTAIN LAND FOR  
WATER TREATMENT  
PLANT THROUGH  
EMINENT DOMAIN

ACQUIRE BY EMINENT DOMAIN CERTAIN PROPERTY IN FEE SIMPLE FOR PUBLIC USE, INCLUDING THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR AND MAINTENANCE OF PUBLIC WATER AND OTHER UTILITY IMPROVEMENTS, INCLUDING THE PUBLIC WATER TREATMENT PLANT EXPANSION AND IMPROVEMENT PROJECT AND OTHER PUBLIC UTILITY PROJECTS, CONSISTING OF A 39.95-ACRE TRACT OF LAND CONVEYED TO BARRETT KEITH BROWN AS RECORDED IN VOLUME 4902, PAGE 308 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE JOHN GOODE SURVEY, ABSTRACT NO. 468, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AND OTHER TRACTS OF LAND IN THE VICINITY OF THE EXISTING PUBLIC WATER TREATMENT PLANT, AS DEEMED NECESSARY BY THE CITY MANAGER OR HIS DESIGNEE; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE CERTAIN PROPERTY FOR PUBLIC USE BY EMINENT DOMAIN FOR SUCH USES; AUTHORIZING THE CITY MANAGER OF THE CITY OF SHERMAN, TEXAS, TO ESTABLISH PROCEDURES FOR ACQUIRING THE PROPERTY, OFFERING TO ACQUIRE THE PROPERTY, VOLUNTARILY, FROM THE LANDOWNER(S) THROUGH THE MAKING OF BONA FIDE OFFERS; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Philpott said this resolution gives the staff the authority to take the next step to condemn, if necessary, to acquire property adjacent to the Water Treatment Plant. The staff is still working with the property owners to acquire the property, but if this process “falls apart,” the next step will be condemnation. This would give the City the authority to move on that, at some point in the future.

Council Member Dobbs asked if the staff has exhausted all communications on their end for purchase of the property. Mr. Philpott said the staff is actually still coordinating with the owners, and trying to get them to agree to the price under contract.

The staff will continue that effort, but there are “two paths” that need to run at the same time in order to get the property acquired in a timely manner, to move forward with the planning.

**ACTION TAKEN.**

Motion by Council Member Stevenson to approve Resolution No. 6840, as presented. Second by Deputy Mayor Howeth.  
VOTING AYE: Dobbs, Holland, Howeth, Stevenson, Teamann.  
VOTING NAY: None.  
MOTION CARRIED.

**RESOLUTION NO. 6841 – AUTHORIZING THE PURCHASE OF A NEW 2022 AUTOCAR SIDEWINDER ASL FROM CHASTANG ENTERPRISES FOR THE SOLID WASTE DEPARTMENT THROUGH BUYBOARD**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW

RES 6841  
SOLID WASTE  
VEHICLE

2022 AUTOCAR SIDEWINDER ASL FROM CHASTANG ENTERPRISES FOR THE SOLID WASTE DEPARTMENT THROUGH BUYBOARD.  
CONSENT AGENDA.

REQUEST TO ADVERTISE

IDA ROAD GROUND STORAGE TANK REHABILITATION

The City Council approved the request to advertise for the Ida Road Ground Storage Tank Rehabilitation Project.

In the 2020 annual tank inspection report, this project was considered the highest priority and in need of rehabilitation as soon as possible. The tank is also on the 2022 Capital Improvement Project list and repairs were allocated in the budget at a cost of \$3 million.

This project estimate is approximately \$2.3 million and will be funded through the Coronavirus State and Local Recovery Funds, which is part of the American rescue Plan Act, also known as the Covid-19 Stimulus Package.

CONSENT AGENDA.

EMERGENCY CHANGE ORDER NO. 1

NORTH TRAVIS WATER LINE REPLACEMENT/US 75 WATER LINE CROSSING; HAYES CONSTRUCTION, LLC; \$53,013.00 INCREASE

Tom Pruitt, Utility Engineer, said the Change Order is to include replacement of a sewer main, located west of the Harrison Street crossing, under a railroad track, in the North Travis Water Line Replacement/US 75 Water Line Crossing project.

The sewer main has become severely deteriorated and currently needs weekly maintenance to prevent it from backing up. It has been repaired nine times since July 2021, and four times since December 2021 alone. The pipe has collapsed under the railroad track.

The City has had a contract with Hayes Construction for the North Travis Water Line Replacement, which is complete and back in service. They are currently doing the Choctaw Creek bore. This project is within their capability and will be done on an emergency basis.

The change order results in a \$53,013 increase in the contract amount, yielding a total contract price of \$526,852. Funding for the change order will come from the Utility Fund.

Council Member Stevenson confirmed that this is under the low railroad crossing on Harrison Street. Mr. Pruitt said the sewer line runs through a back alley.

Council Member Stevenson confirmed that they have been authorized to start the project, but they are waiting on pipe.

ACTION TAKEN.

Motion by Deputy Mayor Howeth to approve Emergency Change Order No. 1, for a \$53,013 increase to Hayes Construction, LLC,

REQ TO ADVERTISE

IDA ROAD

GROUND STORAGE  
TANK REHAB

CHANGE ORDER

NORTH TRAVIS

WATER LINE

REPLACEMENT,

US 75 WATER LINE

CROSSING

for the North Travis Water Line Replacement/US 75 Water Line Crossing, as presented. Second by Council Member Dobbs.  
VOTING AYE: Dobbs, Holland, Howeth, Stevenson, Teamann.  
VOTING NAY: None.  
MOTION CARRIED.

**OTHER BUSINESS**

**RATIFYING THE EMERGENCY EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH EATON CORPORATION FOR THE INSTALLATION OF A NEW SWITCHGEAR/AUTOMATIC TRANSFER SWITCH (SWGR/ATS)**

SWITCHGEAR,  
AUTOMATIC  
TRANSFER SWITCH  
AT WATER  
TREATMENT PLANT

Mr. Pruitt said in February 2021, there was a severe ice storm and the Water Treatment Plant lost power for several days. The Council has approved the purchase of an emergency generator.

In order to moved more quickly on the project, it was split into pieces, one of which was to hire Eaton. They are a cabinet maker for electrical cabinets, and they also make the switchgear.

City engineers are working with Eaton to get this switchgear fit into the building. The existing building already had the manual switchgear. If the switchgear is in place, when the generator arrives, it will just need to be plugged in.

With this equipment, the staff will have the ability to automatically transfer between the two services.

Council Member Teamann said the Council has not seen the plan or study for the generators. He asked if this was a part of that plan.

Mr. Pruitt said that study was for the Wastewater Treatment Plant generator. The City hired the engineer to complete the design for the Water Treatment Plant generator. The design for the Water Treatment Plant is 95% complete. There was a delay at the Raw Water Pump Station. They are moving forward with the generator for the Water Treatment Plant.

**ACTION TAKEN.**

Motion by Council Member Stevenson to approve the emergency execution of a Professional Service Agreement with Eaton Corporation for the installation of a new Switchgear/Automatic Transfer Switch at the Water Treatment Plant, as presented. Second by Council Member Holland.  
VOTING AYE: Dobbs, Holland, Howeth, Stevenson, Teamann.  
VOTING NAY: None.  
MOTION CARRIED.

**RECEIVE QUARTERLY PROGRESS REPORT FROM SHERMAN ECONOMIC DEVELOPMENT CORPORATION PRESIDENT KENT SHARP**

SEDCO PROGRESS  
REPORT

Kent Sharp, President, Sherman Economic Development Corporation, presented the quarterly progress report. He distributed an updated written report that corrected an item that was omitted from the original one. The report covered the last quarter of 2021.

He reiterated that the mission of SEDCO is to grow and diversify the economy of Sherman and the surrounding area through the addition of new jobs and investment of primary employers.

He said the announcement from Texas Instruments of a \$30 billion project with 3,200 jobs, was the highlight of his career. Council Member Stevenson laughed, saying, “you’re not the only one!”

SEDCO also approved a resolution authorizing a 5% capital investment incentive to II-VI for \$2,701,500. Their total investment will be \$53,030,000, which is in addition to the \$400 million they’ve already invested. This will also include another 112 good paying jobs.

They also approved a resolution authorizing a 5% capital investment incentive to Panda Sherman Power for a \$400,000 project to build a parts and materials warehouse. The incentive will total \$19,900. Their current job count is at 27 employees.

Trinity Tape & Marking is a new company coming to Sherman, and they received a SEDCO incentive of 5%. Their proposed project is almost \$4.7 million, and if that hits the mark, the incentive would be \$234,000. They also plan to add 18 jobs over the next three years.

Mr. Sharp said SEDCO has closed on 71 acres, located south of Progress Park VII, and the 49 acres south of Progress Park VI.

He also outlined meetings with plant managers and safety leaders, and the Leadership Breakfast. With the continuation of COVID, these types of meetings and events have been limited. They also expect to launch the new sedco.org website, which will feature new technology.

SEDCO has “kicked off” the 2022 RISE Challenge, which is the entrepreneurial challenge for \$250,000 which is allocated by a panel of community judges. Applicants could be awarded anywhere from \$25,000 to \$100,000. It becomes a grant if they keep the business open for three or four years.

Mr. Sharp said SEDCO is currently working on 14 active projects, with an estimated \$17.2 billion in capital expenditures, with 12,163 new jobs and 120 retained jobs. They are receding back on one project, that was a huge portion of those numbers.

They have also completed three site visits and two prospect calls with companies interested in expanding their operations to Sherman. SEDCO completed business retention and expansion visits with II-VI and Modular Power Solutions.

SEDCO did an Exclusivity Agreement on Progress Parks I, II, IV, VI, VII, the 71-acre site south of Park VII, and the 49-acre site south of Park VI for Project Charge, which was the project they have “pulled back” on. He said their land just won’t work for that project. Unless something happens and additional land is found that would accommodate the project, that project will not move forward.



Mr. Sharp said the SEDCO staff works very hard on social media, and they sponsored 13 ads highlighting ShermanTXJobs.com, RISE competition, the Sherman WOMO director sign-up, a Mueller Construction job opportunity, the Red, White & You Job Fair, and the 25<sup>th</sup> Anniversary Mini-Documentary. The total reach of those campaigns was 146,611. He added that 5,600 people actually clicked links, there was 80,269 post engagements, and 62 event responses. He added that if you aren't doing social media, you are missing a big segment of the market.

Mr. Sharp addressed a couple of observations. He mentioned the "TI Effect," which has caused land owners to increase the value of their land, since the announcement that Texas Instruments was building their multi-billion-dollar facility in Sherman. Especially on large tracts of undeveloped, pasture land, that might be several miles from infrastructure, the owners are thinking it might be worth \$35,000 per acre.

He said they don't know what those land prices will be, and won't know until land sales actually start happening. He said, since Texas Instruments' announcement, SEDCO has received a lot of calls about multi-family, single-family, retail, and commercial, and most developers feel like they "are late to the party."

He said they are looking at their old incentive structure and trying to determine what changes need to be made, due to the robust demand. He also said SEDCO would love to participate in the City's upcoming Comprehensive Master Plan, even to the point of financial participation. He said economic development is very much a part of that type of planning.

Council Member Stevenson said, based on the type of parcels of land that certain entities are looking for, he asked if Mr. Sharp felt they needed to search out larger parcels in other areas. Mr. Sharp said they need to have some 400 to 500-acre, contiguous, flat tracts. He said Sherman's topography is beautiful, but it's hard to find a tract for industrial use, without a wet river running through it.

Council Member Stevenson asked if there would be enough workers in the area. Mr. Sharp said our industries need workers and that is a nationwide problem. He said they are working with many other entities and organizations on this issue.

**APPROVE QUARTERLY INVESTMENT REPORT FOR QUARTER ENDED DECEMBER 31, 2021**

The City Council approved the Quarterly Investment Report for the quarter ended December 31, 2021. The report was presented in accordance with State Law.

As of December 31, 2021, the portfolios were in compliance with applicable State laws and the Investment Policy. The operating investment portfolio had a book value of about \$20.2 million, a decrease of about \$0.6 million from the prior quarter of \$20.8

**QUARTERLY  
INVESTMENT  
REPORT**

## COUNCIL MINUTES – JANUARY 18, 2022

million. The decrease was due to the purchase of \$1 million in U.S. Agencies, \$0.2 million in Texas political subdivision securities, and withdrawals of \$1.8 million from Local Government Investment Pools.

The underlying investments were adequately diversified among six different types of securities. This portfolio is appropriately liquid, and its weighted-average maturity was about 400 days, an increase from 375 days at the end of last quarter. The portfolio yield of 0.39% is the same as the benchmark yield. Market value approximates book value.

The debt proceeds portfolio balance of \$38 million was invested in Local Government Investment Pools, an FDIC insured investment account and U.S. Agency securities. Transactions in this portfolio consist of payments for capital projects and the receipt of interest income. The yield of 0.09% was above the benchmark yield of 0.06%. Market value approximates book value.

CONSENT AGENDA.

### COUNCIL COMMENTS

#### MARTIN LUTHER KING DAY PARADE

Council Member Holland said it was cold for the recent Martin Luther King Day Parade, but there was a good turnout for the weather. He thanked those involved with the event.

MARTIN LUTHER  
KING DAY PARADE

#### CHERRY STREET PARK

Deputy Mayor Howeth said she passed Cherry Street Park the other day and there were probably 30 young men playing basketball in the park. She said it was nice to see that the neighborhood parks were being used.

CHERRY STREET  
PARK

#### VETERAN'S FIELD

Council Member Holland commended Ms. Hutchinson for working with the SISD on the agreement for use of Veteran's Field.

VETERAN'S FIELD

#### COMPREHENSIVE MASTER PLAN

Council Member Teamann said he appreciated the relationship between Parks and Recreation and the Comprehensive Master Plan. He said he has been asking about the trail system since he first was elected to City Council. He appreciated that being a part of the future planning and felt that was a large part of making Sherman walkable and bikeable.

COMPREHENSIVE  
MASTER PLAN

#### ROAD STUDY

Council Member Teamann said he was also thankful for the Road Study that was being done. He said it was important for the Council to know what needs to be done and how. He also would like to hear a report on how many miles of road the new allocated funds will go to for next year.

ROAD STUDY

### ANNOUNCEMENTS

Mayor Plyler announced the following:

- The Friends of the Sherman Library will hold their annual book sale on January 22, 2022, across the street from MLK Park. The sale will be open from 8:00 a.m. until 2:00 p.m.

ANNOUNCEMENTS

- The Sherman Chamber of Commerce will hold their Annual Awards luncheon on January 28, 2022 at Austin College. The event will recognize community businesses and individuals that provided outstanding leadership during 2021.
- Habitat for Humanity will host their annual Habitators fundraiser on January 29, 2022 in the Municipal Ballroom. Tickets are available on Facebook.

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

**EXECUTIVE SESSION**

**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**

- (a) Receive legal advice regarding proposed airport access agreement for development adjacent to the Sherman Municipal Airport and related issues

**TEX. GOV'T CODE § 551.072 --**

**DELIBERATING THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON**

- (a) Deliberation regarding the purchase and value of real property generally located adjacent to the Public Water Treatment Plant

**TEX. GOV'T CODE § 551.073 --**

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

**TEX. GOV'T CODE § 551.074 --**

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

- (a) Greater Texoma Utility Authority Board of Directors (2)

TEX. GOV'T CODE § 551.076 –  
DELIBERATING THE DEPLOYMENT, OR SPECIFIC OCCASIONS  
FOR IMPLEMENTATION, OF SECURITY PERSONNEL OR DEVICES  
OR A SECURITY AUDIT

TEX. GOV'T CODE § 551.087 –  
DISCUSSING OR DELIBERATING COMMERCIAL OR FINANCIAL  
INFORMATION THAT THE CITY HAS RECEIVED FROM A BUSINESS  
PROSPECT THAT THE CITY SEEKS TO HAVE LOCATE, STAY OR  
EXPAND IN OR NEAR THE CITY AND WITH WHICH THE CITY IS  
CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR  
DELIBERATING THE OFFER OF A FINANCIAL OR OTHER  
INCENTIVE TO A BUSINESS PROSPECT  
(a) Sherman Hospital Project

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

On Motion duly made and carried, the Open Meeting recessed and  
reconvened in Executive Session at 5:56 p.m.

On Motion duly made and carried, the Executive Session recessed  
at 6:40 p.m. and reconvened in Open Meeting.

OPEN MEETING

OPEN MEETING

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

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS  
AND COMMISSIONS

GREATER TEXOMA UTILITY AUTHORITY BOARD OF DIRECTORS

GTUA

(2)

ACTION TAKEN.

Motion by Deputy Mayor Howeth to reappoint Donald Johnston  
and Matt Brown, to the Greater Texoma Utility Authority Board  
of Directors, for a term from December 31, 2021 to December 31,  
2023. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

COUNCIL MINUTES – JANUARY 18, 2022

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:42 p.m.

ADJOURNMENT

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK



# Comprehensive Master Plan Update

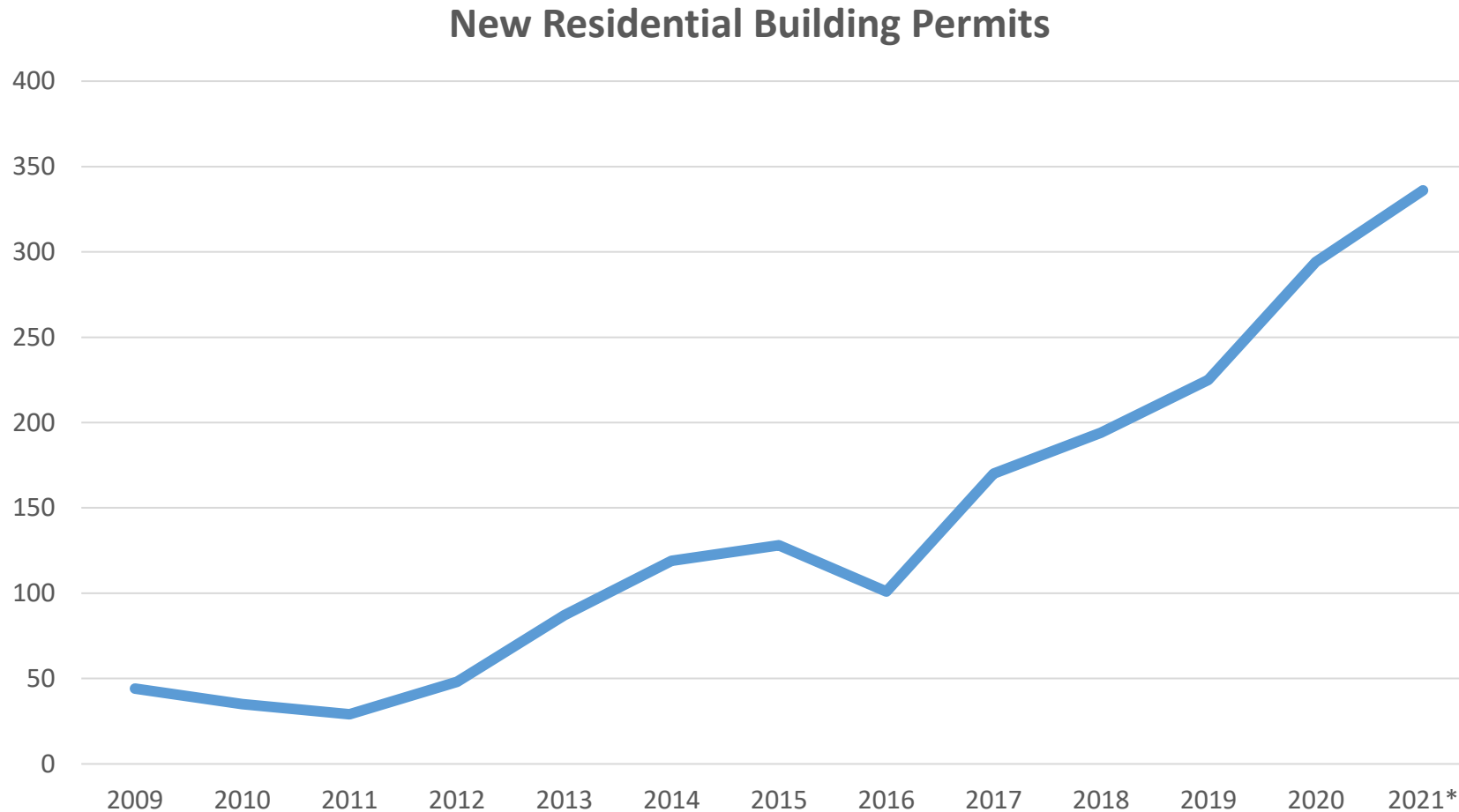
Sherman City Council

January 18, 2022

# Comprehensive Master Planning

- Sherman has the ability to create a comprehensive plan to guide development, growth, and infrastructure improvements. (Local Government Code Section 213)
- Purposes of Comprehensive Plan to determine “big picture” vision and to assess long-term considerations into short-term actions.
- Comprehensive Plans are updated as needed, but can range between 10-20 years between updates.
- Forecast year for the plan can vary from 10 – 50 years depending on how far we want to look out.
- Vision and goals are developed through community outreach
- Comprehensive Plan updates are needed regularly because development trends change.

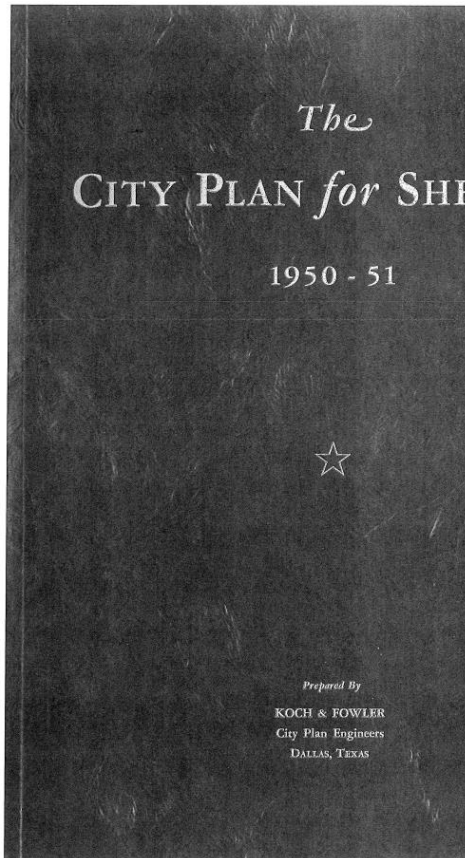
# ...a lot has changed in 12 years



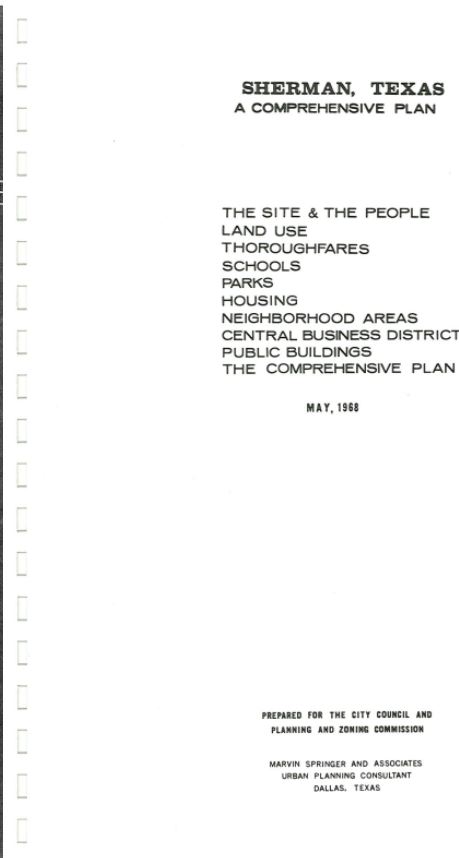


# Comprehensive Planning in Sherman

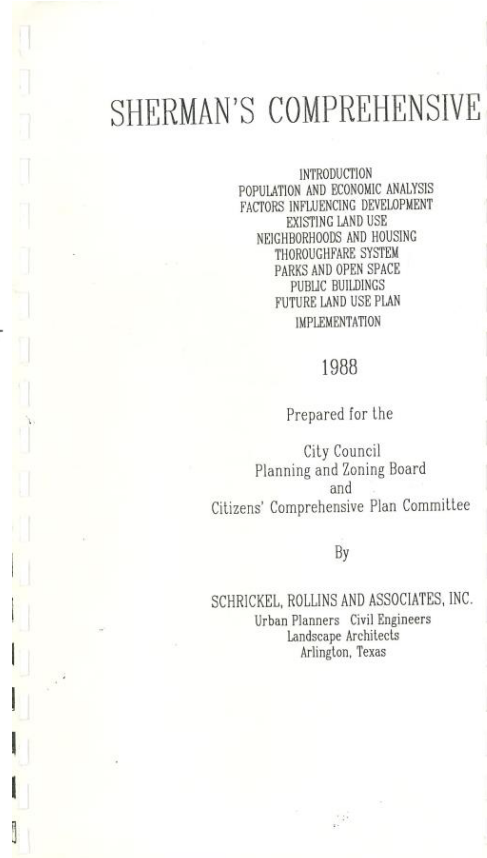
1950-51



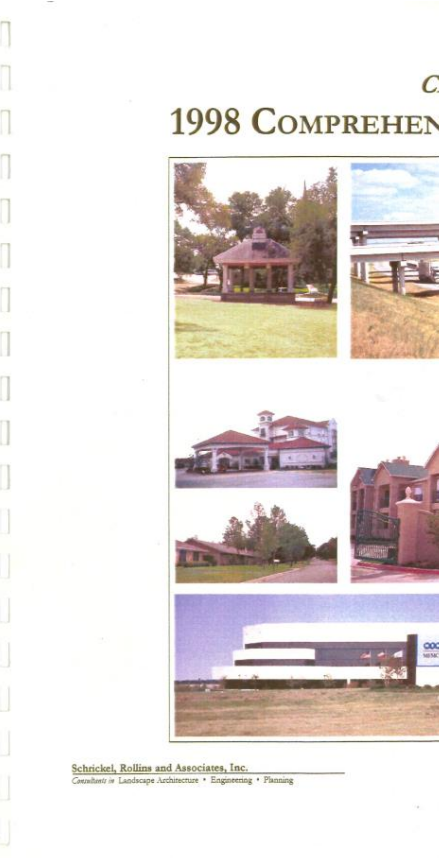
1967-68



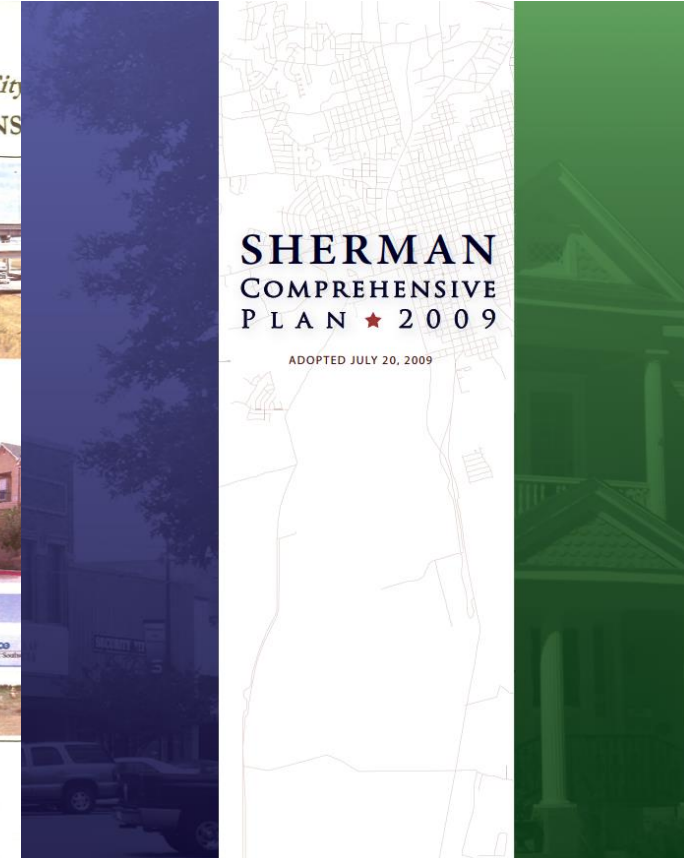
1988



1998

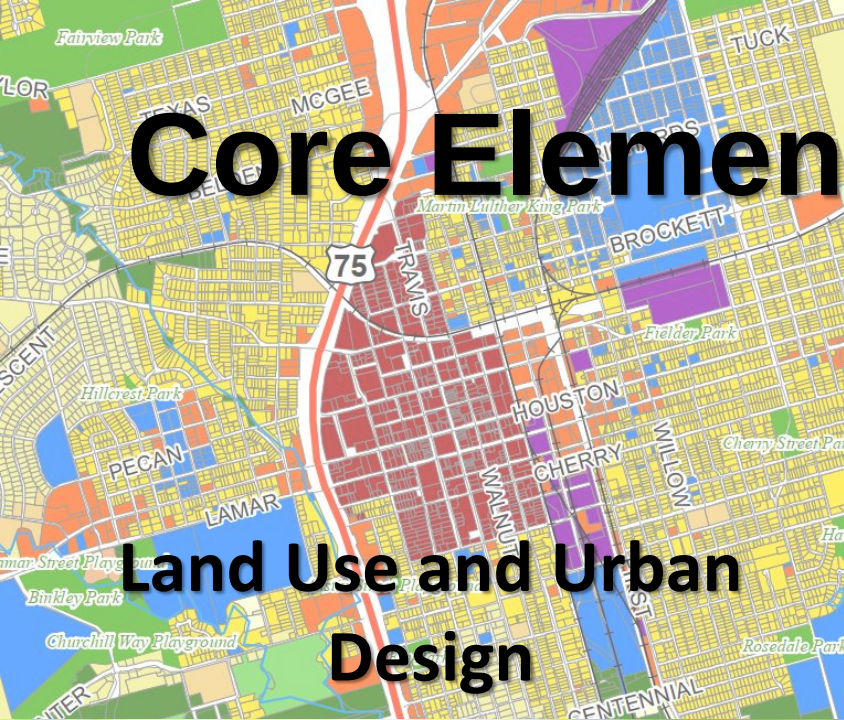


2009





# Core Elements of a Comprehensive Plan



**Land Use and Urban Design**



**Housing and Neighborhoods**



**Transportation and Mobility**



**Parks and Trails**



**Infrastructure**



**Economic Development**

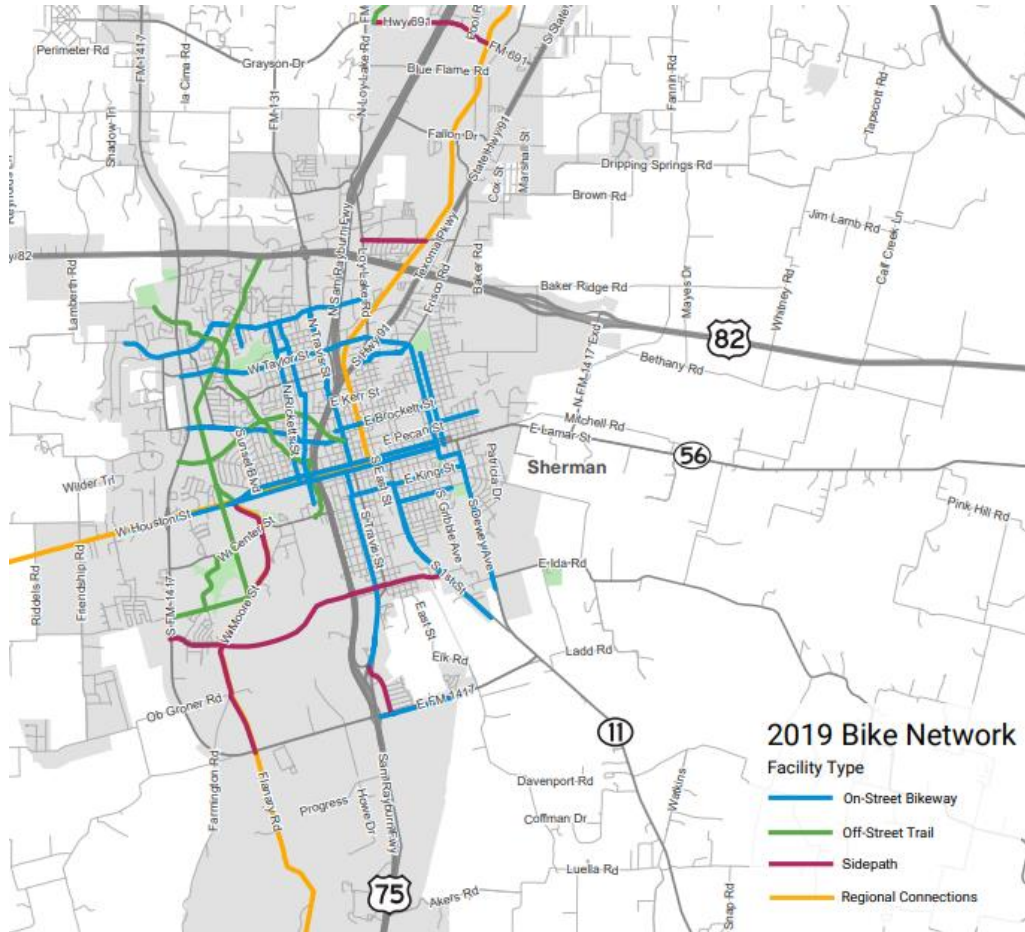


# Key Tasks for Comprehensive Plan

- Develop the Vision for Growth in Sherman
  - Public Involvement and Outreach
  - Comprehensive Plan Advisory Committee
- Examine Existing Conditions
- Develop Future Land Use Plan
- Conduct a Housing Study
- Develop a Trails Master Plan
- Incorporate Information from Other Master Plans
  - Water and Wastewater Master Plan
  - Parks Master Plan
  - Transportation Master Plan (Staff Developed)



# Trails Master Plan & Housing Study



# Comprehensive Plan Schedule

- January – February: Select consultant, project kickoff, appoint Comprehensive Plan Advisory Committee
- March: Begin Community Engagement & Existing Conditions
- April – August: Development of the Plan
- Sept. - October: Plan Adoption (P&Z – 9/20/22; Council – 10/17/22)





# Discussion

# Goals to consider for the Plan

- Vision developed from the Community, not the vision of a consultant or staff.
- Needs to be a simple document that is easy to read and understand.
  - Not over 200 pages
  - Not over technical
- The plan should be used and referenced once adopted.
- Primary Scope Items:
  - Public Outreach and Public Meetings
  - Technical Analysis
  - Comprehensive Plan Document

## REPORTING FORM FOR BOARDS AND COMMISSIONS

Name of Board: Sherman Economic Development Corporation

Name of Chair: Janie Bates

Name of Vice-Chair: Gail Utter

Date of Report to City Council: January 18, 2022

**1. In simple terms and as briefly as possible, please describe the mission of your board.**

- The mission of the Sherman Economic Development Corporation (SEDCO) is to grow and diversify the economy of Sherman and the surrounding area through the addition of new jobs and investment of primary employers.

**2. Please list the top accomplishments of your board within the past quarter.  
(Please limit the list to five or fewer items).**

- Texas Instruments announced Sherman was selected as the home for their new 300-mm semiconductor wafer fabrication project. Total investment potential to reach approximately \$30 Billion and roughly 3,200 jobs. Construction is scheduled to begin in Q1 2022 on the first and second FABs.
- Resolution No. SEDCO-2021.15 was approved, authorizing a 5% capital investment incentive to II-VI for \$2,701,500. II-VI total investment equals \$53,030,000.
- Resolution No. SEDCO-2021.16 was approved, authorizing a 5% capital investment incentive to Panda Sherman Power for the construction of an approx. 9,600 sq. ft. spare parts/materials warehouse. Panda's investment equals \$398,000, and SEDCO's incentive totals \$19,900. Current job count is 27 employees.
- Resolution No. SEDCO-2021.17 was approved, authorizing a 5% capital investment incentive to Trinity Tape & Marking. This company is moving their operations, including 5 jobs, from Howe to an existing building on Marshall Street in Sherman. Trinity's proposed CAPEX is \$4,680,000, and SEDCO's incentive totals \$234,000. The company plans to add an additional 18 jobs over the next three years.
- Closed on the 71 acres south of Progress Park VII and the 49 acres south of Progress Park VI.
- The SEDCO Board voted for the FY 20-21 Officers to remain in their positions for FY 21-22 – Janie Bates (Chair), Gail Utter (Vice Chair), and Scott Bandemir (Secretary).

**3. What are your plans for this board in the next quarter?**

- Compete aggressively for the attraction of new jobs and investments to the city from existing Sherman employers and new companies, both nationally and internationally.
- Work closely with companies that have announced new investments in Sherman to ensure they have the support to meet their goals and receive the incentives as identified in the Performance Agreements.
- Kent will continue business retention and expansion visits to the Sherman industries and attend meetings for the Texas Economic Development Council (TEDC), Center for Workplace Learning (CWL), Advanced Manufacturing Program (AMP), North Texas Regional Airport (NTRA), United Way of Grayson County, Grayson Leadership Roundtable, Housing Authority Board, and the Sherman Education Foundation.



- *Schedule Q1 meetings with the Plant Managers and Safety Leaders.*
- *Host a Leadership Breakfast in February.*
- *To recognize our existing industries for their hard work and to show appreciation to their employees for choosing to live and work in the Sherman, SEDCO will sponsor a lunch for the employees at Mueller Construction Company in January and PQD in March.*
- *Launch the new sedco.org website.*
- *Contact each company with a job listing on shermantxjobs.com for updates. New listings will be boosted on social media.*
- *Kick-off the 2022 Raising Innovative Sherman Entrepreneurs (RISE) Challenge.*
- *Start creating masterclasses on popular business topics to be uploaded to the webpage dedicated to WOMO: Supporting Sherman Women & Minority-Owned Businesses.*
- *Continue to add contacts to the Sherman WOMO business directory.*
- *Attend the Texas Economic Development Council's (TEDC) Winter Conference in Sugar Land.*
- *Shannon will attend the TEDC Basic Economic Development Course in Round Rock.*
- *Sponsor the Sherman Chamber Annual Awards Luncheon.*

**4. How often did this board meet in the last quarter?**

- *The SEDCO Board meets on the second Tuesday of each month and holds special called meetings when needed. Since our last report, the SEDCO Board held three regularly scheduled meetings (October 12<sup>th</sup>, November 9<sup>th</sup>, December 14<sup>th</sup>).*

**5. In what percentage of those meetings was a quorum of board members present?**

- *100%*

**6. Did any member attend less than 75% of those meetings? If so, which member and how often did they attend.**

- *No*

**7. What other information would your board like to communicate to the City Council? (please be concise in your response).**

- *SEDCO is presently working 14 active projects with an estimated \$17.2 Billion CAPEX, approximately 12,163 new jobs, and 120 retained jobs.*
- *Completed three site visits and two prospect calls with companies interested in expanding their operations to Sherman.*
- *Completed business retention and expansion visits with II-VI and Modular Power Solutions.*
- *The SEDCO Board approved Resolution No. SEDCO-2021.12: Authorizing an extension of the assistance awarded to Eternity Technologies in a performance agreement dated August 13, 2019, and previously known as "Project Pyrex," through December 31, 2022.*
- *An Exclusivity Agreement on Progress Parks I, II, IV, VI, VII, the 71-acre site south of Park VII, and the 49-acre site south of Park VI for Project Charge was approved through March 31, 2022, with the option to renew for like term. Note: This has not been executed.*
- *Worked with Via Rail on multiple projects with companies seeking rail served sites in Progress Park.*
- *Met with the program partners – Austin College and the Grayson SBDC – to discuss marketing, website updates, and other essential resources for the 2022 Raising Innovative Sherman Entrepreneurs (RISE) Challenge.*

- Hosted a luncheon for the Sherman bankers to share information about the RISE Challenge and how it could assist their business clients seeking additional capital to grow or expand their operations.
- Started promoting the RISE Challenge through press releases and ads on social media and local TV.
- Hosted two RISE Public Interest Meetings to educate the public about SEDCO, increase awareness about the RISE Challenge guidelines, and help answer any questions of those interested in the applying.
- Co-sponsored the Advanced Manufacturing Program (AMP) Kick-Off for parents, students, and teachers, as well as an AMP Counselor Luncheon to discuss the program's requirements and benefits.
- Co-sponsored the Red, White, and You Job Fair with radio and social media ads. The event drew 58 employers and 109 job seekers.
- Continued the partnership with Grayson College CWL to offer no-cost training to full-time employees of Sherman-based, Type A businesses.
- Continued to work with Golden Shovel on the production of the new sedco.org which is on schedule to launch in Q1 2022.
- Released the 25th Anniversary Mini-Documentary.
- Held orientations for new council members Juston Dobbs and Henry Marroquin and new SEDCO Board Member Dr. Al Hambrick.
- Hosted the Fall Leadership Breakfast with 16 industry, education, and community leaders in attendance.
- Sponsored an industry appreciation lunch for the employees at Eternity Technologies.
- Kent provided an economic development update to the Sherman Chamber Board of Directors and served on the panels for THRMA's State of the Community Forum and Austin College's Public Administration Symposium.
- Hosted the second Sherman WOMO meeting to discuss branding, provide an update on the database, and brainstorm ideas for workshops/masterclasses moving forward.
- Sponsored a total of 13 ads on social media highlighting ShermanTXJobs.com, RISE, the Sherman WOMO directory sign-up, a Mueller Construction job opportunity, the Red, White & You Job Fair, and the 25<sup>th</sup> Anniversary Mini-Documentary:
  - Total Reach: 146,611
  - Total Link Clicks: 5,600
  - Total Post Engagement: 80,269
  - Total Event Responses: 62
- Shannon participated in four webinars through TEDC and the Governor's Office or Economic Development and Tourism.
- Ashton served on the hiring committee for the Contract Training Coordinator position at the Center for Workplace Learning.
- Met with the Antero Group, a civil engineering, urban planning, and strategic consulting firm to learn more about their services.
- Toured Trinity One Records, a Sherman-based record label offering audio and music productions for artists and businesses.
- In partnership with the Sherman Chamber, the staff participated in a toy drive supporting the Grayson County Children's Advocacy Center and a toiletry drive supporting Masterkey Ministries.
- Sponsored the Sherman Chamber's Virtual Texas Legislative Forum.

- *The staff participated in the following meetings and events: TEDC's 2021 Annual Conference, Tax Reinvestment Committee Meeting for Project Edge, TEDC Executive Committee Meeting, AMP Mentor Orientation, United Way of Grayson County Board and Revenue Meetings, Sherman Education Foundation Board Meeting, City Council Meetings, Housing Authority Board Meeting, Plug-In Texoma; Red, White, and You Job Fair Planning Meeting, Rotary, the groundbreaking for the new City of Sherman Police Department, the new mural dedication, and Emerson's 45th Anniversary Celebration.*





**City Council Regular Meeting**

**C. 1.**

**Meeting Date:** 02/07/2022

**Approved By:** Robby Hefton, City Manager

---

**Caption:**

**CONSENT AGENDA**

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

**Issue:**

- E. 3.**      **\* RESOLUTION NO. 6844**  
Authorizing the Purchase of Two New Chevy Tahoes from Lake Country Chevrolet through TIPS Purchasing Cooperative for the Sherman Police Department
- E. 4.**      **\* RESOLUTION NO. 6845**  
Authorizing the Purchase of Two New Ford F-150 Trucks for the Development Services Department from Sam Pack's Five Star Ford through the Texas Local Government Purchasing Cooperative (BuyBoard)
- E. 5.**      **\* RESOLUTION NO. 6846**  
Renewing Guidelines and Criteria for the City of Sherman's Industrial and Commercial Tax Abatement Program to Promote Development/Redevelopment in Certain Areas of the City
- E. 6.**      **\* RESOLUTION NO. 6847**  
Authorizing Submission of a Grant Application to the Office of the Governor Criminal Justice Division to Fund the Purchase of Body Armor Plates and Ballistic Helmets for the Sherman Police Department; Designating the City Manager as the Authorized Official to Accept, Reject, Alter or Terminate the Grant on Behalf of the City
- F. 1.**      **\* REQUEST TO ADVERTISE**  
Annual Water and Sewer Maintenance Supplies and Parts
- F.2.**      **\* REQUEST TO ADVERTISE**  
Invitation to Bid for the Removal and Replacement of an Air-Cooled Chiller in Kidd Key Auditorium
-



**City Council Regular Meeting**

**C. 2.**

**Meeting Date:** 02/07/2022

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**CONSENT AGENDA**

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

**Issue:**

**G. 4.      \*\* OTHER BUSINESS**

Final Plat approval of Aleman Addition, being 1.574 acres in the J.B. McAnair Survey, Abstract No. 763; Anthony and Lane Aleman, Owners and Helvey-Wagner Surveying, Inc., Surveyor (310 and 324 West U.S. Highway 82)

**G. 5.      \*\* OTHER BUSINESS**

Replat approval of Grimsley Addition, being a Replat of the West 50 ft. of Lots 1 & 2, Block 4, Hall and Jones Addition; JDH Grimsley Properties, LLC, Owner; Phillip Morgan, Developer; and Helvey-Wagner Surveying, Inc., Surveyor (315 East College Street)

**G. 6.      \*\* OTHER BUSINESS**

Replat approval of Professional Addition, being a Replat of Lots 6A-R and 6B-R, Replat of Lot 6, Block A, Dr. Swamy Addition and Lot 7, Block A, Dr. Swamy Addition; 2019 MK & Associates, LLC & 2017 GK Associates, LLC, Owners and Helvey-Wagner Surveying, Inc., Surveyor (2416, 2500 and 6119 Swamy Drive)

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# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Regular Meeting

D. 1.

**Meeting Date:** 02/07/2022

**Prepared By:** Clint Philpott, Assistant City Manager

**Approved By:** Robby Hefton, City Manager

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### **Caption:**

#### **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6453**

Establishing Maximum, Reasonable and Prudent Rates of Speed Along the North Bound Frontage Road of US 75 from FM 1417 to Center Street in the Corporate Limits of Sherman, Grayson County, Texas; Fixing Penalties for Violation Thereof; Declaring an Emergency

### **Issue:**

The Texas Department of Transportation (TxDOT) is requesting speed limit changes along the north bound frontage road of US 75 from FM 1417 to Center st. in Sherman's city limits, for the duration of their construction activities on Federal Aid Project No. NH2020(008).

### **Background:**

On December 13, 2021, the City Council received an update from Paris District Engineer Noel Paramanantham on the various Texas Department of Transportation (TxDOT) projects along US Hwy 75, US Hwy 82, and FM 1417. TxDOT's Traffic Control Plan calls for the use of Low Profile Concrete Barriers along north bound US 75 frontage road. This will require the speed limit to be temporarily reduced from 50 MPH to 45 MPH along the north bound frontage road of US 75 from FM 1417 to Center St.

### **Origination:**

Texas Department of Transportation

### **Financial Consideration:**

None

### **Staff Recommendation:**

It is recommended that TxDOT's recommended speed limits be approved for construction purposes.

### **Alternatives:**

As may be directed by the City Council



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**Attachments**

Ordinance No. 6453

Aerial Location Map

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## **ORDINANCE NO. 6453**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ESTABLISHING MAXIMUM, REASONABLE AND PRUDENT RATES OF SPEED ALONG THE NORTH BOUND FRONTAGE ROAD OF US 75 FROM FM 1417 TO CENTER STREET IN THE CORPORATE LIMITS OF SHERMAN, GRAYSON COUNTY, TEXAS; FIXING PENALTIES FOR VIOLATION THEREOF; DECLARING AN EMERGENCY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, by authority and direction of the City Council of the City of Sherman, Texas, the Traffic and Operations Office of the Texas Department of Transportation determines the maximum, reasonable and prudent rates of speed for vehicles traveling upon the following named streets and highways and parts thereof, to facilitate the most effective use of said streets and highways and the safe and effective movement of vehicular traffic thereon;

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

**SECTION 1.** That no person shall drive a vehicle upon a public road, street and highway in the City of Sherman, Texas, at a speed greater than is reasonable and prudent under the conditions and circumstances then existing. Except when a special hazard exists that requires lower speeds for compliance with the above requirement, the limits hereinafter set out shall be lawful; but any speed in excess of the limits hereinafter set out for the streets and highways and portions thereof to which they apply shall be prima facie evidence that the speed is not reasonable or prudent:

Along the North bound Frontage Road of US 75 from FM 1417 to Center Street, a speed limit of forty five (45) miles per hour at all times until completion of the Texas Department of Transportation Federal Aid Project No. NH2020 (008) as evidenced, which is hereby approved by the Texas Department of Transportation.

**SECTION 2.** That any person violating the provisions of this ordinance shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a work zone fine not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00).

**SECTION 3.** That the fact that present traffic regulations are inadequate to control traffic in the area covered by this ordinance creates an emergency which is here and now declared, and all rules and regulations providing for the reading of ordinance is passed as an emergency measure and shall be in full force and effect from and after its passage and publication and after the installation of speed limit signs.

**SECTION 4.** That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

**SECTION 5.** That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 6.** That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

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

**INTRODUCED** on this the 7<sup>th</sup> day of February, 2022.

**ADOPTED** on this the 7<sup>th</sup> day of February, 2022.

**EFFECTIVE DATE** on this the 7<sup>th</sup> day of February, 2022.

**CITY OF SHERMAN, TEXAS**

**BY:** \_\_\_\_\_  
**DAVID PLYLER, MAYOR**

**ATTEST:**

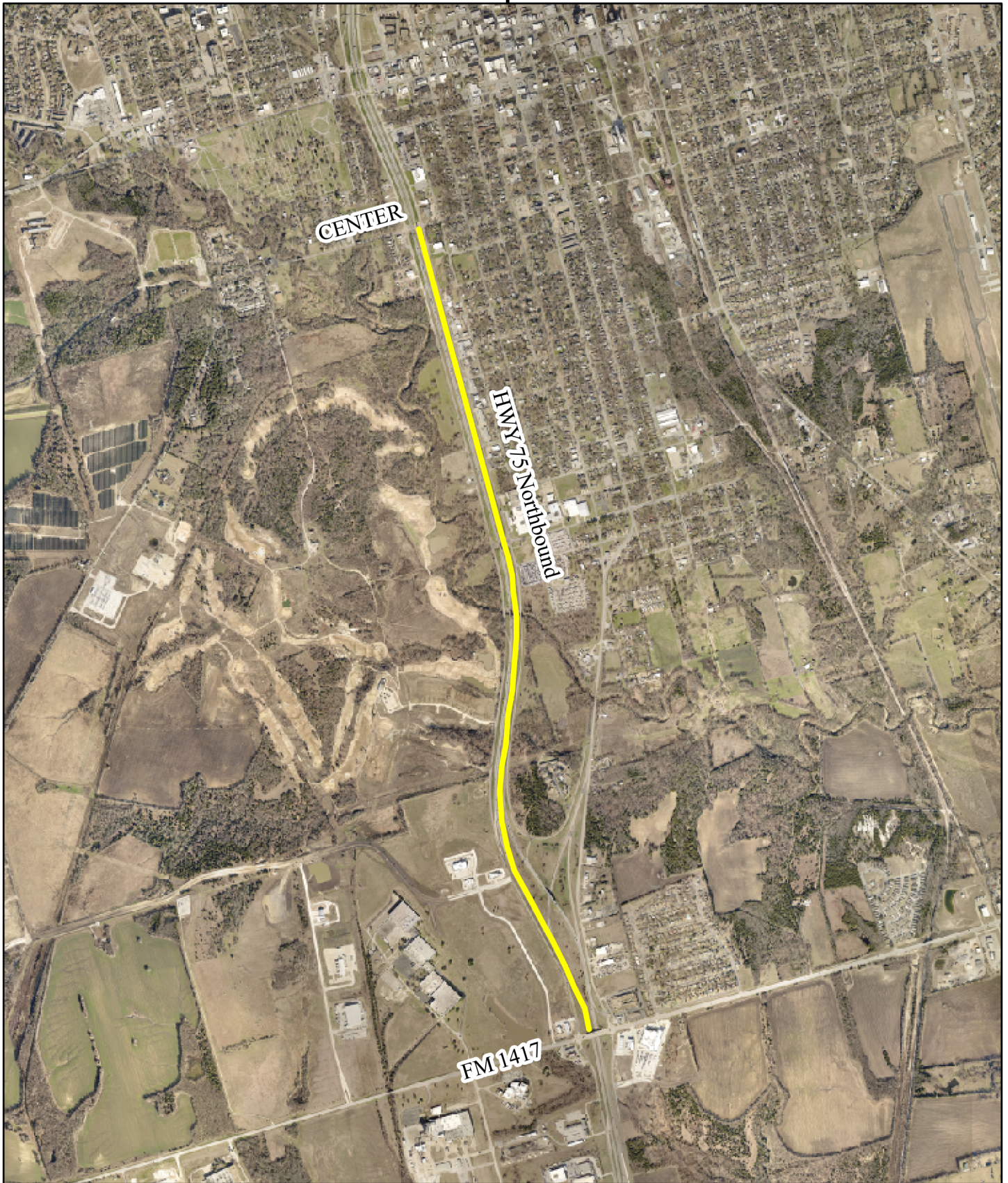
**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

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

**BY:** \_\_\_\_\_  
**RYAN PITTMAN,  
CITY ATTORNEY**



# Reduced Speed Limit



0 1,000 2,000 4,000  
Feet







# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Regular Meeting

D. 2.

**Meeting Date:** 02/07/2022

**Prepared By:** Rob Rae, Director of Development Services

**Approved By:** Robby Hefton, City Manager

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### **Caption:**

#### **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6454**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the C-1 (Retail Business) District/O-1 (75 & 82) Overlay District, Located in the 7000-7600 blocks of South U.S. Highway 75, being 10.113 acres in the Benjamin Lindsey Survey, Abstract No. 733 (107 Parsons Venture LTD, Owner; Dosti Partners, LLC, Prospective Buyer; Bohler Engineering, Civil Engineer; Kurtz-Bedford Associates, Inc., Surveyor); Providing for a Penalty not to Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

### **Issue:**

To consider the request of 107 Parsons Venture LTD (Owner), Dosti Partners, LLC (Prospective Buyer), Bohler Engineering (Civil Engineer), Kurtz-Bedford Associates, Inc. (Surveyor) concerning the property in the 7000-7600 blocks of South U.S. Highway 75, being 10.113 acres in the Benjamin Lindsey Survey, Abstract No. 733 for a zone change and conceptual site plan approval under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to C-1 (Retail Business) District/O-1 (75 & 82) Overlay District.

### **Background:**

The property is located in the 7000-7600 blocks of South U.S. Highway 75; the southeast corner of Highway 75 and Shepherd Drive. The property is zoned an M-1.5 (Medium Manufacturing) District. The owner is requesting a zone change to allow a mixed use development consisting of commercial, multi-family and light manufacturing uses on approximately 107 acres. The site plan is conceptual and will need final Planning and Zoning Commission approval.

### **Origination:**

107 Parsons Venture LTD (Owner)  
Dosti Partners, LLC (Prospective Buyer)  
Bohler Engineering (Civil Engineer)  
Kurtz-Bedford Associates, Inc. (Surveyor)

### **Financial Consideration:**

None

**Staff Recommendation:**

At the January 11, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter.

**Alternatives:**

The City Council could deny the request.

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**Attachments**

Ordinance No. 6454

Exhibit A - Legal Description/Field Notes

Location Map

Zoning Map

Zoning Sign Photo

Narrative

Survey

Site Plan

Staff Review Letter

P&Z Communication

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**ORDINANCE NO. 6454**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT/O-1 (75 & 82) OVERLAY DISTRICT, LOCATED IN THE 7000-7600 BLOCKS OF SOUTH U.S. HIGHWAY 75, BEING 10.113 ACRES IN THE BENJAMIN LINDSEY SURVEY, ABSTRACT NO. 733 (107 PARSONS VENTURE LTD, OWNER; DOSTI PARTNERS, LLC, PROSPECTIVE BUYER; BOHLER ENGINEERING, CIVIL ENGINEER; KURTZ-BEDFORD ASSOCIATES, INC., SURVEYOR); PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW**

**WHEREAS**, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

**WHEREAS**, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

**WHEREAS**, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

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

**SECTION 1.** That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Legal Description/Field Notes**, attached hereto, located in the 7000-7600 blocks of South U.S. Highway 75, shall be rezoned and placed in the C-1 (Retail Business) District/O-1 (75 & 82) Overlay District, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include such property.

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

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

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

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

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

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

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

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

**INTRODUCED** on this the 7<sup>th</sup> day of February, 2022.

**ADOPTED** on this the 7<sup>th</sup> day of February, 2022.

**EFFECTIVE DATE** on this the 7<sup>th</sup> day of February, 2022.

**CITY OF SHERMAN, TEXAS**

**BY:** \_\_\_\_\_  
**DAVID PLYLER, MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

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

**BY:** \_\_\_\_\_  
**RYAN D. PITTMAN, CITY ATTORNEY**

## Exhibit A

### RETAIL ZONING

**BEING** a tract of land situated in the City of Sherman, Grayson County, Texas, being a part of the Benjamin Lindsey Survey, Abstract No. 733, and being part of a called 107.466 acre tract of land described in a Special Warranty Deed to 107 Parson Venture, LTD., recorded in Volume 3896, Page 181, Deed Records, Grayson County, Texas (D.R.G.C.T.), being part of a called 1.781 acre tract of land described in a Deed to the State of Texas, recorded in Volume 3584, Page 20, Official Public Records, Grayson County, Texas. (O.P.R.G.C.T.) and being more particularly described as follows:

**BEGINNING** at a point in or near the intersection of the northbound frontage road of US Highway 75 (a variable width Right-of-Way) and Shepherd Drive (a variable width Right-of-Way);

**THENCE** North 88 degrees 52 minutes 12 seconds East, a distance of 513.85 feet to a point;

**THENCE** South 08 degrees 47 minutes 54 seconds West, a distance of 253.91 feet to a point;

**THENCE** South 50 degrees 39 minutes 53 seconds West, a distance of 81.19 feet to a point;

**THENCE** South 09 degrees 40 minutes 36 seconds West, a distance of 264.06 feet to a point;

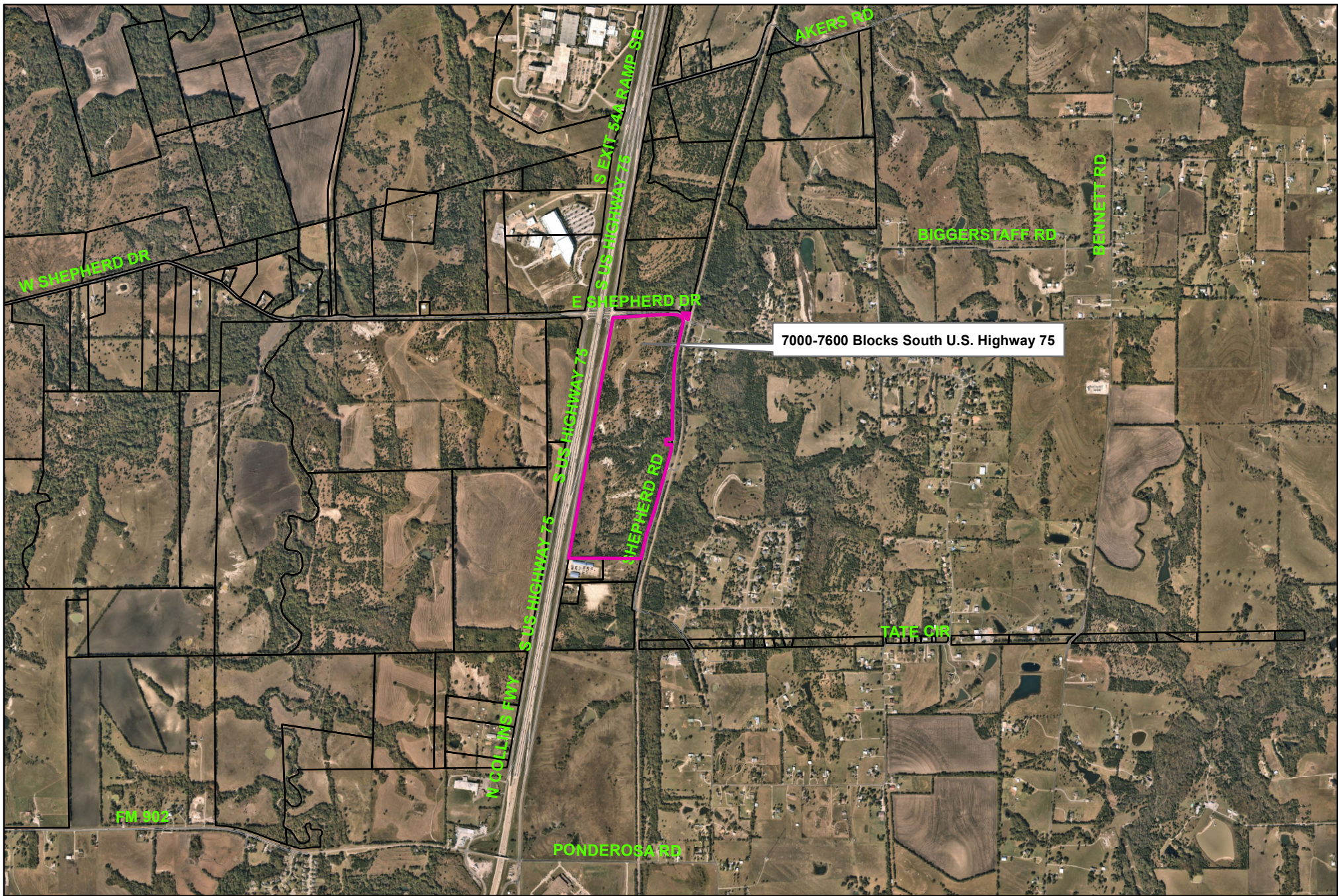
**THENCE** South 16 degrees 46 minutes 43 seconds West, a distance of 452.50 feet to a point;

**THENCE** North 72 degrees 49 minutes 46 seconds West, a distance of 204.23 feet to a point;

**THENCE** North 76 degrees 35 minutes 50 seconds West, a distance of 205.56 feet to a point;

**THENCE** North 10 degrees 12 minutes 28 seconds East, a distance of 891.95 feet to the **POINT OF BEGINNING** and containing 440,506 square feet or 10.113 acres of land.





City of Sherman, Texas  
Development Services Department

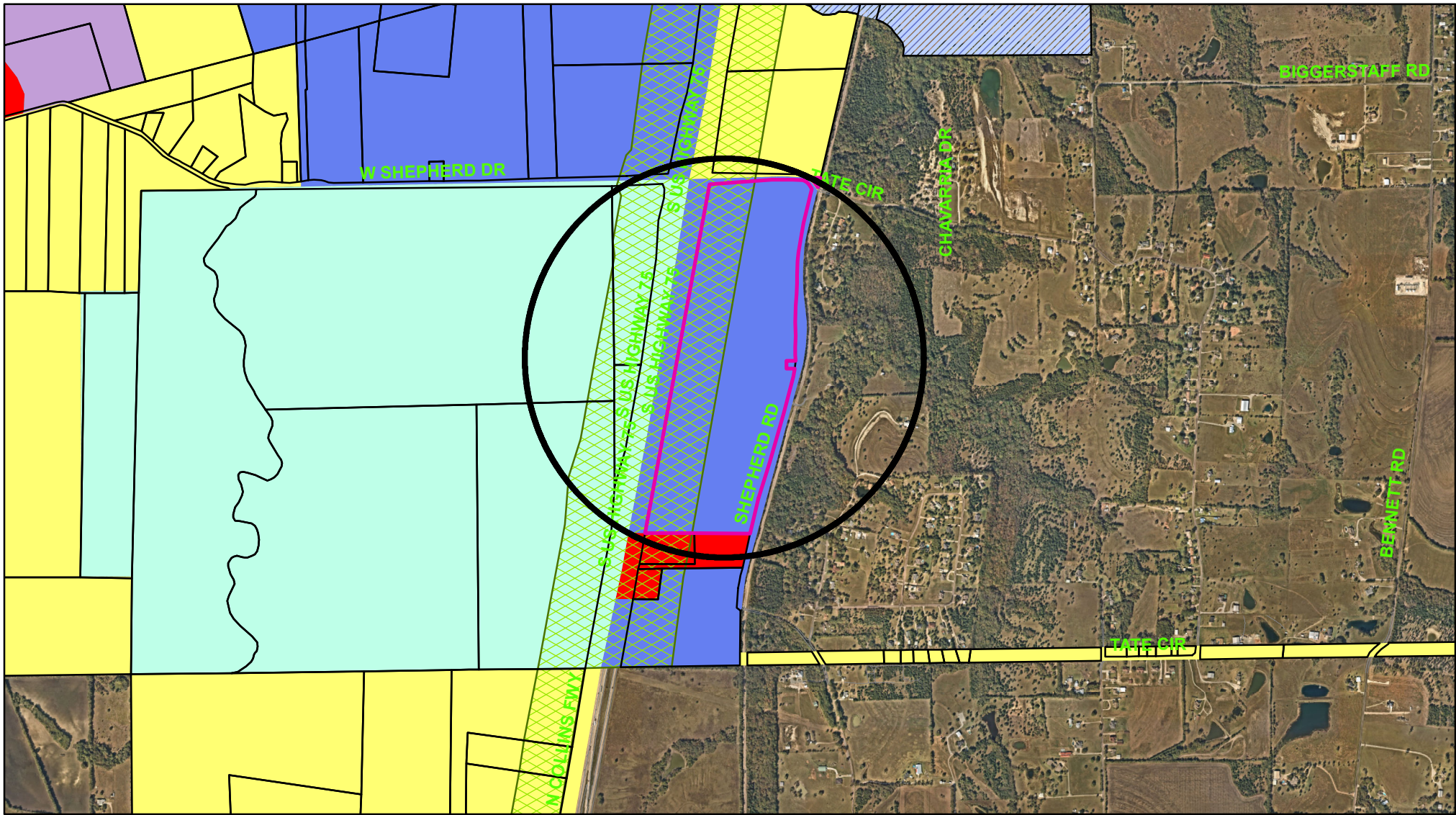
## 7000-7600 Blocks South U.S. Highway 75



NOT TO SCALE

1 in = 2,000 ft





## Zoning - 7000-7600 Blocks South U.S. Highway 75

### Legend

#### Special Districts Overlay

##### DISTRICT\_NAME

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

#### Transportation Corridor

#### Representation: SpermGIS.DBO.TransportationCorridor\_Rep\_1

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

#### Zoning Districts

##### Representation: SpermGIS.DBO.ZoningDistrict\_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District

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



City of Sherman, Texas  
Development Services Department



NOT TO SCALE

1 in = 1,500 ft

## 7000 - 7600 Blocks South U.S. Highway 75





## **Project Narrative For a Zoning Change Application**

**Submitted on behalf of:  
Dosti Partners, LLC  
2504 Loftsmoor Lane  
Plano, TX 75025  
Mr. Bhadresh Trivedi  
Bhadresh.trivedi@yahoo.com**

**Submitted to:  
  
The City of Sherman, Texas  
Development Services  
220 W Mulberry  
PO Box 1106  
Sherman, TX 75091**

**November 15, 2021**

Dosti Partners, LLC is pleased to submit this Project Narrative statement along with our application to The City of Sherman in support of a Zoning Change application. This application, if approved, will allow for the development of a mixed use development consisting of commercial uses, multifamily uses, and light manufacturing uses on approximately 107 acres, located southeast of the intersection of US-75 and Shepard Rd.

The project parcel is currently zoned MF-1.5, which allows for heavy manufacturing at the entrance to the City of Sherman. All adjacent developments are either also zoned Commercial, adjacent to public ROW, or beyond Sherman City limits, so the proposed use will be compatible with the adjacent properties. All proposed uses are permissible within the intended zoning districts.

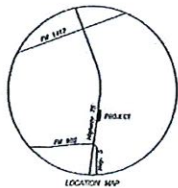
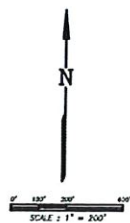
With an approved Zoning Compliance Plan, the 107 acre development will be host to a mixed variety of uses catering to Sherman residents. The light manufacturing uses can provide stable jobs and offer local businesses a convenient location off of US-75. The commercial uses along US-75 and Sheppard will allow local businesses to capture business from both local traffic and travelers. The Commercial zone will also provide more traditional office uses for local businesses to flourish in the City of Sherman, in addition to offering necessary services for residents. The proposed multifamily residential will offer the local workforce that drives Sherman a quality residence. With the nearby Texas Instruments Campus, the multifamily will offer a convenient, local working force.

Our team strongly believes that the mixed use zoning changes sought offer a better vision for the entryway to Sherman, and a more stable variety of uses and businesses that allow the City of Sherman to continue to grow, while still maintaining the "Classic Town, Broad Horizon" vision. The entire development team looks forward to working with The City of Sherman to make this vision for the parcel a reality and respectfully request support of this Zoning Change Request.

Respectfully,

Mathias Haubert, P.E.





| SYMBOL              | DESCRIPTION                           |
|---------------------|---------------------------------------|
| Iron Rod Found      |                                       |
| Iron Rod Set        |                                       |
| Corner Pin          |                                       |
| City Line           |                                       |
| 1/2" Hydrant        |                                       |
| Water Valve         |                                       |
| Telephone Machine   |                                       |
| Sanitary Sewer      |                                       |
| Manhole             |                                       |
| Telephone Marker    |                                       |
| Telephone Protected |                                       |
| DOCK                | Deed Records of Grayson County, Texas |

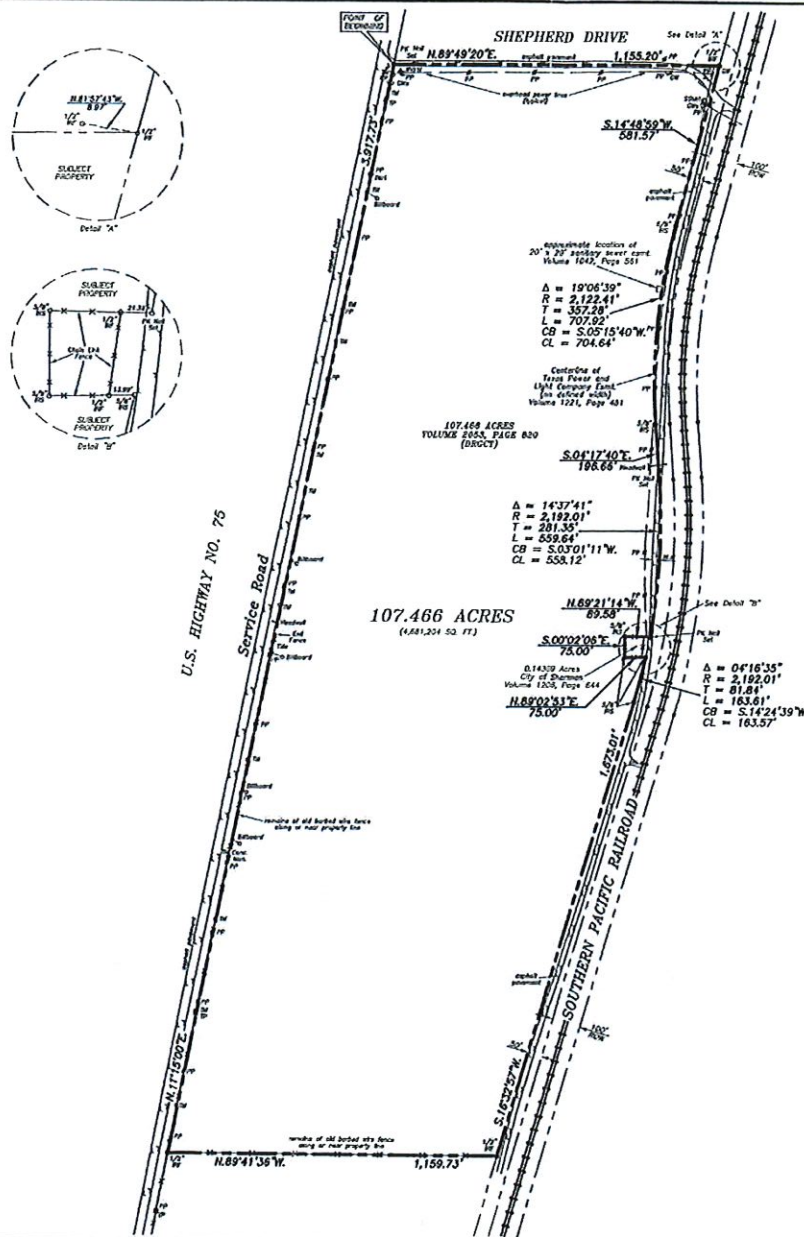
#### NOTES

FLOOD STATEMENT: According to Community Flood No. 485509 0015 B, dated June 04, 1950 of the Federal Emergency Management Agency, National Flood Insurance Program map this property is within Flood Zone "C", which is not a special flood hazard area. If this area is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This statement shall not create liability on the part of the Surveyor.

See subject to reservation of undivided 1/2th non-participating interest in oil, gas and other minerals contained in deed recorded in Volume 1038, Page 693.

See subject to reservation of undivided 1/2th non-participating royalty interest contained in deed recorded in Volume 1711, Page 243.

To the best of our knowledge and belief, the reservation of undivided 1/2th non-participating interest in oil, gas and other minerals contained in deed recorded in Volume 1038, Page 133, dated on April 15, 1955 and does not affect the subject property.



#### FIELD NOTE DESCRIPTION

BEGINNING at 107.466 acre tract of land situated in the Benjamin Lindsey Survey, Abstract Number 733, in the City of Sherman, Grayson County, Texas and being all of a 107.466 acre tract of land according to the deed recorded in Volume 2003, Page 810 of the Deed Records of Grayson County, Texas (BROCK) and being more particularly described as follows:

BEGINNING at a PK Nail set for the northeast corner of said 107.466 acre tract of land and being located at the point of intersection of the centerline of Shepherd Drive with the easterly right-of-way line of U.S. Highway No. 75 (a vehicle width right-of-way).

THENCE along or near the centerline of said Shepherd Drive NORTH 89°49'20" EAST a distance of 1,155.20 feet to a 1/2 inch iron rod found for the northeast corner of said 107.466 acre tract of land and being located 50 feet west of and perpendicular to the east right-of-way line of the Southern Pacific Railroad (a 100 feet wide right-of-way);

THENCE along a line 50 feet west of and parallel with the westerly right-of-way line of said Southern Pacific Railroad as follows:

SOUTH 14°48'53" WEST a distance of 661.57 feet to a 5/8 inch iron rod set for the beginning of a curve to the left having a radius of 2,122.41 feet, a chord bearing of South 03°51'11" West and a chord length of 704.64 feet;

Along said curve to the left through a central angle of 17°06'39" for an arc length of 707.92 feet to a 5/8 inch iron rod set for the point of tangency;

SOUTH 64°17'47" EAST a distance of 158.66 feet to a PK Nail set for the beginning of a curve to the right having a radius of 2,122.01 feet, a chord bearing of South 03°51'11" West and a chord length of 558.12 feet;

Along said curve to the right through a central angle of 14°37'41" for an arc length of 559.84 feet to a PK Nail set for the northeast corner of a 0.14339 acre tract to the City of Sherman according to the deed recorded in Volume 2008, Page 814 (BROCK);

THENCE NORTH 89°21'14" WEST a distance of 82.58 feet to a 5/8 inch iron rod set for the northeast corner of said 0.14339 acre tract of land;

THENCE SOUTH 03°02'04" EAST a distance of 75.00 feet to a 5/8 inch iron rod set for the southeast corner of said 0.14339 acre tract of land;

THENCE NORTH 89°02'53" EAST a distance of 75.00 feet to a 5/8 inch iron rod set for the southeast corner of said 0.14339 acre tract of land and being located 50 feet west of and perpendicular to the westerly right-of-way line of said Southern Pacific Railroad and being located in a curve to the right having a radius of 2,122.01 feet, a chord bearing of South 14°48'53" West and a chord length of 143.57 feet;

THENCE along a line 50 feet west of and parallel with the westerly right-of-way line of said Southern Pacific Railroad as follows:

Along said curve to the right through a central angle of 04°16'35" for an arc length of 163.61 feet to a 5/8 inch iron rod set for the corner;

SOUTH 13°22'57" WEST a distance of 1,473.61 feet to a 1/2 inch iron rod found for the southeast corner of said 107.466 acre tract of land;

THENCE NORTH 89°41'20" WEST a distance of 1,155.73 feet to a 1/2 inch iron rod found for the southeast corner of said 107.466 acre tract of land and being located in the easterly right-of-way line of said U.S. Highway No. 75;

THENCE along the westerly line of said 107.466 acre tract of land with the easterly right-of-way line of said U.S. Highway No. 75 NORTH 11°50'00" EAST a distance of 3,517.73 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 107.466 acres or 4,659,264 square feet of land, more or less, all according to that survey prepared by Austin J. Bedford and Associates, Inc., dated September, 1978 and signed by Austin J. Bedford, Registered Professional Land Surveyor No. 4132, to which reference is hereby made.

#### SURVEYOR'S CERTIFICATE

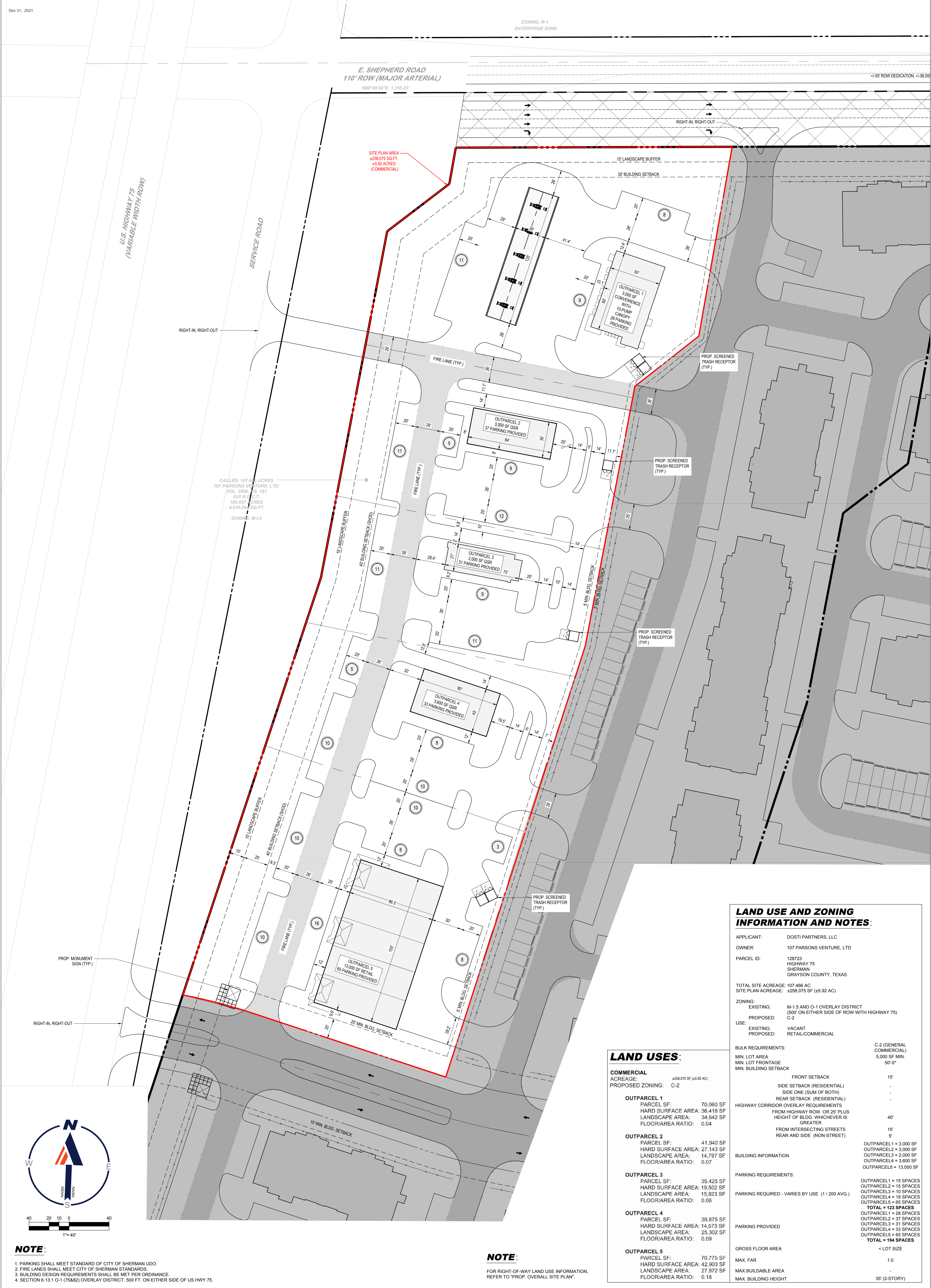
I, Austin J. Bedford, a Registered Professional Land Surveyor in the State of Texas do hereby certify that on the ground survey of the property shown was made under my supervision and that this map correctly represents the facts found at the time of survey and that there are no omissions or alterations, except as shown herein, and that all corner monuments are correct as described herein.

Date

Austin J. Bedford  
Registered Professional Land Surveyor No. 4132  
KURTZ - BEDFORD & ASSOCIATES, INC.  
4222 Forest Road, Suite 2  
Gorford, Texas 75043  
(972) 240-5913

|                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Checked: J. A. Bedford<br>Dated: September 29, 1978<br>Title: Surveyor<br>Drawn: B. T. Whitaker<br>Scale: 1" = 200'<br>Sheet: 1 of 1<br>Co: 1 | No. _____<br>Date _____<br>REVISIONS                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                                                                                               | Client: CRAIG INTERNATIONAL, INC.<br>4701 W. UNIVERSITY DRIVE<br>MCKINNEY, TEXAS 75070 (972) 529-1371<br>BENJAMIN LINDSEY SURVEY ABST. NO. 733<br>CITY OF SHERMAN<br>GRAYSON COUNTY, TEXAS<br>BOUNDARY AND<br>IMPROVEMENT SURVEY<br>107.466 ACRES<br>Kurtz ~ Bedford Associates, Inc. <b>K B A</b><br>Consulting Engineers ~ Surveyors<br>4222 Forest Road, Suite 2 • Gorford, Texas 75043 (972) 240-5913 • Fax (972) 240-1166 |







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**STAFF REVIEW LETTER**

January 3, 2022

107 Parsons Venture LTD  
6850 TPC Dr., Ste. 104  
McKinney, TX 75070

Bohler Engineering  
6017 Main Street  
Frisco, TX 75034

Dosti Partners, LLC  
2504 Loftsmoor Lane  
Plano, TX 75025

Kurtz-Bedford Associates, Inc  
4222 Rosehill Rd., Ste. 2  
Garland, TX 75043

Dear Applicants,

The request for a zone change and site plan approval under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to a C-1 (Retail Business) District, R-2 (Multi-Family Residential) District and M-1 (Light Manufacturing) District located in the 7000-7600 blocks of South U.S. Highway 75 has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, January 11, 2022 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

**Zoning – Tract 1 – R-2 (Multi-Family Residential) District:**

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-2 (Multi-Family Residential) District, the O-1 (75 & 82) Overlay District, the Sign Ordinance, the Fence Ordinance and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.4; Sec. 6.13.1, Sec. 7(13), Section 7 (14) and Sec. 17*).
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
4. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 6.4 and Section 7, Subsection 10(b)*)
5. All finishes shall be masonry or masonry veneer. (*Chapter 14, Exhibit A, Section 6.13.1*)
6. The trash dumpster will need to be located inside the main building area and screened. (*Chapter 14, Exhibit A, Section 7, Subsection 13(d)(4)*)
7. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right-of-way. (*Chapter 14, Exhibit A, Section 6.13.1, Subsection 6 (c)(2)*).
8. Screening of the property is required. (*Chapter 14, Exhibit A, Section 7, Subsection 13(d)*)
9. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
10. The site plan is conceptual and will require final site plan approval from the Planning and Zoning Commission.



11. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article. 13.11*)
12. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
13. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.
14. Any nonconforming signs will need to be removed before building permits will be issued.

**Zoning – Tract 2 – C-1 (Retail Business) District:**

15. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (Retail Business) District, the O-1 (75 & 82) Overlay District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.6; Sec. 6.13.1, Sec. 7(13), Section 7 (14) and Sec. 17*).
16. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
17. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
18. The required parking requirement shall be determined by use.
19. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
20. A parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
21. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right-of-way. (*Chapter 14, Exhibit A, Section 6.13.1, Subsection 6 (c)(2)*).
22. The trash dumpster must be located inside the main building area. (*Chapter 14, Exhibit A, Section 7, Subsection 13(d)(4)*)
23. The site plan is conceptual, a more detailed site plan will require additional approval from the Planning and Zoning Commission.
24. Any nonconforming signs will need to be removed before building permits will be issued.
25. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article. 13.11*)
26. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
27. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

**Zoning – Tract 3 – M-1 (Light Manufacturing) District:**

28. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the M-1 (Light Manufacturing) District, the Fence Ordinance and the Sign Ordinance. (*Chapter 14, Exhibit A, Sec. 6.8; Sec. 7(13) and Sec. 7(14)*).
29. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
30. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
31. The required parking requirement shall be determined by use.



32. The site plan is conceptual, a more detailed site plan will require additional approval from the Planning and Zoning Commission.
33. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
34. A parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
35. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article 13.11*)
36. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
37. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.
38. Any nonconforming signs will need to be removed before building permits will be issued.

Engineering:

39. Check with United States Postal Service (972-393-6326) for establishing the method or mode of mail delivery, the type of mailbox and location of the mailbox for each street delivery address. Centralized delivery is the preferred method of mail delivery.
40. Coordinate with Engineering Department regarding traffic concerns of proposed development/site plan.
41. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
42. Platting of the property is required. *Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004*
43. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
44. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I)*
45. Sanitary Sewer main must be extended in accordance with City criteria to serve proposed Lot. Sewer capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
46. Internal water and sewer lines will be privately owned and maintained.
47. Verify fire requirements and code compliance with Fire Marshal. *Code of Ordinances Chapter 3.02(c)*
48. Water Pro-rata will be due at the time of development. *Code of Ordinances Chapter 13, Sec. 13.07.282*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,



Rob Rae

Acting Secretary, Planning and Zoning Commission and Board of Adjustments

CC:      Robby Hefton, City Manager  
         Clint Philpott, Asst. City Manager  
         Wayne Lee, P.E., Director of Engineering  
         Tom Pruitt, Utility Engineer  
         The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

         Billy Hartsfield, Fire Marshal  
         Amber Doan, Engineering Coordinator  
         Christopher Armstrong, Asst. City Engineer





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

**Agenda Item No. 7.**

**Meeting Date:** 01/11/2022

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

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

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**Requested Action/Proposed Use:**

**7000-7600 BLOCKS SOUTH U.S. HIGHWAY 75**

The request of 107 Parsons Venture LTD (Owner), Dosti Partners, LLC (Prospective Buyer), Bohler Engineering (Civil Engineer), Kurtz-Bedford Associates, Inc. (Surveyor) concerning the property in the 7000-7600 blocks of South U.S. Highway 75, being 107.466 acres in the Benjamin Lindsey Survey, Abstract No. 733; as follows;

***Planning and Zoning Commission***

- A. **Tract 1** – Being 46.962 acres in the Benjamin Lindsey Survey, Abstract No. 733 - Zone change and conceptual site plan approval under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to an R-2 (Multi-Family Residential) District.
- B. **Tract 2** – Being 10.113 acres in the Benjamin Lindsey Survey, Abstract No. 733 - Zone change and conceptual site plan approval under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District.
- C. **Tract 3** – Being 46.130 acres in the Benjamin Lindsey Survey, Abstract No. 733 - Zone change and conceptual site plan approval under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to an M-1 (Light Manufacturing) District/O-1 (75 & 82) Overlay District.

**Background:**

The property is located in the 7000-7600 blocks of South U.S. Highway 75; the southeast corner of Highway 75 and Shepherd Drive. The property is zoned an M-1.5 (Medium Manufacturing) District. The owner is requesting a zone change to allow a mixed use development consisting of commercial, multi-family and light manufacturing uses on approximately 107 acres. This request was tabled at the December 14, 2021 Planning and Zoning Commission Meeting.

**Adjacent Zoning:**

R-1 (One-Family Residential) District  
C-1 (Retail Business) District

**Origination:**

107 Parsons Venture LTD (Owner)  
Dosti Partners, LLC (Prospective Buyer)  
Bohler Engineering (Civil Engineer)  
Kurtz-Bedford Associates, Inc. (Surveyor)

**Master Plan Designation:**

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

**Number of notices mailed:**

3

**Objections Received:**

0

**Development Review Meeting:**

Yes

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**Attachments**

Location Map  
Zoning Map  
Zoning Sign Photo  
Narrative  
Survey  
Overall Site Plan  
Site Plan R-2  
Site Plan C-2  
Site Plan M-1  
Rezoning Site Rendering  
Staff Review Letter

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# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Regular Meeting

D. 3.

**Meeting Date:** 02/07/2022

**Prepared By:** Rob Rae, Director of Development Services

**Approved By:** Robby Hefton, City Manager

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### **Caption:**

#### **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6455**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-2 (Multi-Family Residential) District, Located in the 7000-7600 Blocks of South U.S. Highway 75, Being 46.962 acres in the Benjamin Lindsey Survey, Abstract No. 733 (107 Parsons Venture LTD, Owner; Dosti Partners, LLC, Prospective Buyer; Bohler Engineering, Civil Engineer; Kurtz-Bedford Associates, Inc., Surveyor); Providing for a Penalty not to Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

### **Issue:**

To consider the request of 107 Parsons Venture LTD (Owner), Dosti Partners, LLC (Prospective Buyer), Bohler Engineering (Civil Engineer), Kurtz-Bedford Associates, Inc. (Surveyor) concerning the property in the 7000-7600 blocks of South U.S. Highway 75, Being 46.962 acres in the Benjamin Lindsey Survey, Abstract No. 733 for a zone change and conceptual site plan approval under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to an R-2 (Multi-Family Residential) District.

### **Background:**

The property is located in the 7000-7600 blocks of South U.S. Highway 75; the southeast corner of Highway 75 and Shepherd Drive. The property is zoned an M-1.5 (Medium Manufacturing) District. The owner is requesting a zone change to allow a mixed use development consisting of commercial, multi-family and light manufacturing uses on approximately 107 acres.

### **Origination:**

107 Parsons Venture LTD (Owner)  
Dosti Partners, LLC (Prospective Buyer)  
Bohler Engineering (Civil Engineer)  
Kurtz-Bedford Associates, Inc. (Surveyor)

### **Financial Consideration:**

None

**Staff Recommendation:**

At the January 11, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter.

**Alternatives:**

The City Council could deny the request.

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**Attachments**

Ordinance No. 6455

Exhibit A - Legal Description/Field Notes

Location Map

Zoning Map

Zoning Sign Photo

Narrative

Survey

Site Plan

Overall Conceptual Site Plan

Staff Review Letter

P&Z Communication

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## **ORDINANCE NO. 6455**

**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 7000-7600 BLOCKS OF SOUTH U.S. HIGHWAY 75, BEING 46.962 ACRES IN THE BENJAMIN LINDSEY SURVEY, ABSTRACT NO. 733 (107 PARSONS VENTURE LTD, OWNER; DOSTI PARTNERS, LLC, PROSPECTIVE BUYER; BOHLER ENGINEERING, CIVIL ENGINEER; KURTZ-BEDFORD ASSOCIATES, INC., SURVEYOR); PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW**

**WHEREAS**, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

**WHEREAS**, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

**WHEREAS**, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

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

**SECTION 1.** That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Legal Description/Field Notes**, attached hereto, located in the 7000-7600 blocks of South U.S. Highway 75, shall be rezoned and placed in the R-2 (Multi-Family Residential) District, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include such property.

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

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

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

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

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

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

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

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

**INTRODUCED** on this the 7<sup>th</sup> day of February, 2022.

**ADOPTED** on this the 7<sup>th</sup> day of February, 2022.

**EFFECTIVE DATE** on this the 7<sup>th</sup> day of February, 2022.

**CITY OF SHERMAN, TEXAS**

**BY: \_\_\_\_\_**  
**DAVID PLYLER, MAYOR**

**ATTEST:**

**BY: \_\_\_\_\_**  
**LINDA ASHBY, CITY CLERK**

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

**BY: \_\_\_\_\_**  
**RYAN D. PITTMAN, CITY ATTORNEY**

## Exhibit A

### RESIDENTIAL ZONING

**BEING** a tract of land situated in the City of Sherman, Grayson County, Texas, being a part of the Benjamin Lindsey Survey, Abstract No. 733, and being part of a called 107.466 acre tract of land described in a Special Warranty Deed to 107 Parson Venture, LTD., recorded in Volume 3896, Page 181, Deed Records, Grayson County, Texas (D.R.G.C.T.), being part of a called 1.781 acre tract of land described in a Deed to the State of Texas, recorded in Volume 3584, Page 20, Official Public Records, Grayson County, Texas. (O.P.R.G.C.T.) and being more particularly described as follows:

**COMMENCING** at a point in or near the intersection of the northbound frontage road of US Highway 75 (a variable width Right-of-Way) and Shepherd Drive (a variable width Right-of-Way);

**THENCE** North 88 52 minutes 12 seconds East, a distance of 769.31 feet to the **POINT OF BEGINNING**;

**THENCE** North 88 degrees 52 minutes 12 seconds East, a distance of 769.31 feet to a point;

**THENCE** South 13 degrees 42 minutes 34 seconds West, a distance of 588.20 feet to a point and the beginning of a tangent curve to the left;

**THENCE** in a southwesterly direction, a distance of 699.58 feet, having a central angle of 19 degrees 06 minutes 38 seconds, a radius of 2,097.41 feet, a tangent length of 353.07 feet, whose chord bearing is South 04 degrees 09 minutes 15 seconds West and a chord distance 696.34 feet;

**THENCE** South 05 degrees 24 minutes 05 seconds East, a distance of 196.66 feet to the beginning of a tangent curve to right;

**THENCE** in a southeasterly direction, a distance of 256.71 feet, having a central angle 06 degrees 38 minutes 03 seconds, a radius of 2,217.01 feet, a tangent length 128.50 feet, and whose chord bearing is South 02 degrees 05 minutes 03 seconds East and a chord distance of 256.56 feet;

**THENCE** North 79 degrees 49 minutes 42 seconds West, a distance of 599.58 feet to a point;

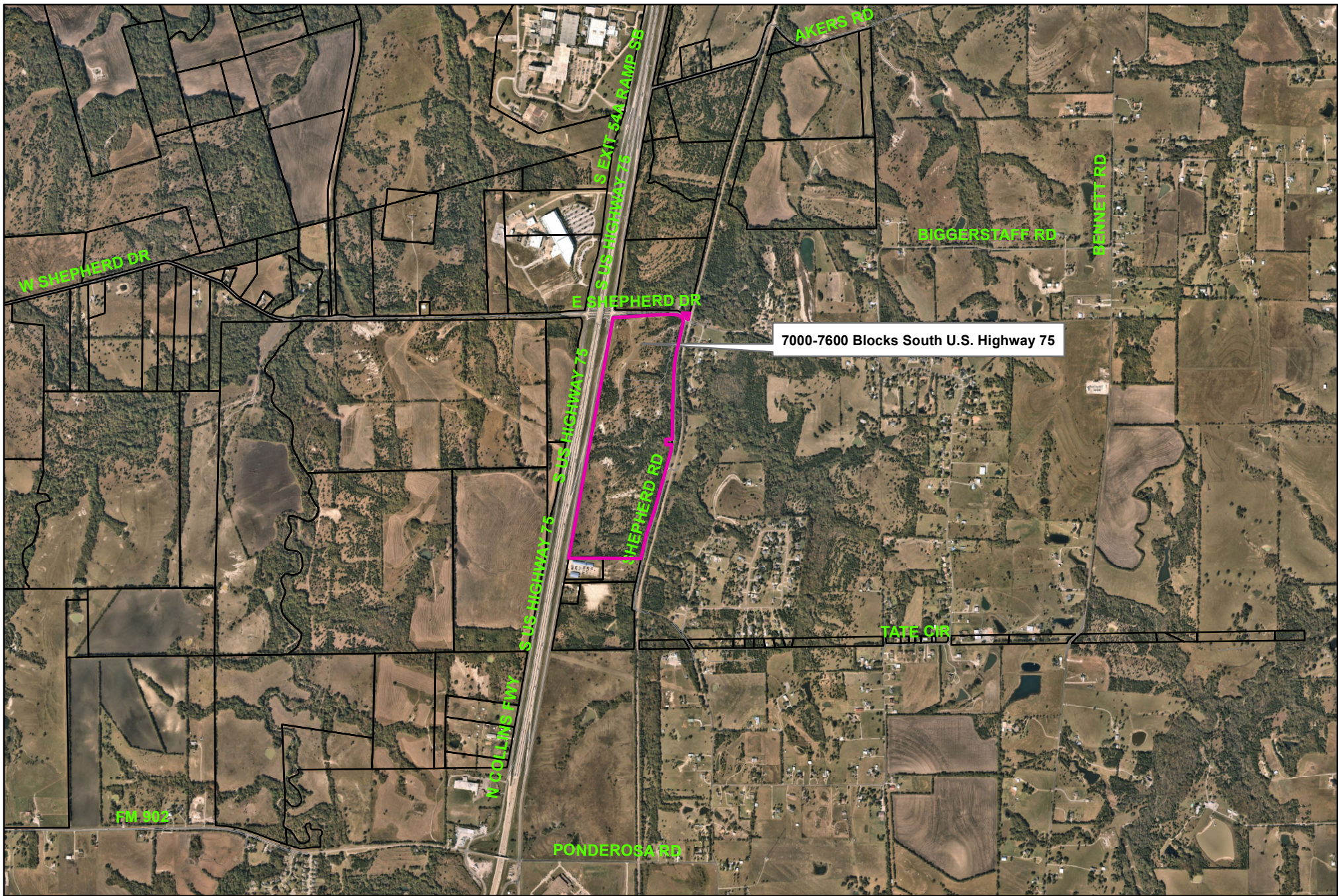
**THENCE** South 10 degrees 10 minutes 18 seconds West, a distance of 237.16 feet to a point and beginning of a tangent curve to the right;

**THENCE** in a southwesterly direction, a distance of 588.64 feet, having a central angle of 89 degrees 55 minutes 48 seconds, a radius of 375.03 feet, a tangent length of 374.57 feet, whose chord bearing is South 55 degrees 08 minutes 19 seconds West and a chord distance of 530.05 feet;

**THENCE** North 79 degrees 53 minutes 36 seconds West, a distance of 429.38 feet to a point;

**THENCE** North 10 degrees 12 minutes 28 seconds East, a distance of 1,188.98 feet to the **POINT OF BEGINNING** containing 2,045,656 square feet or 46.962 acres of land.





City of Sherman, Texas  
Development Services Department

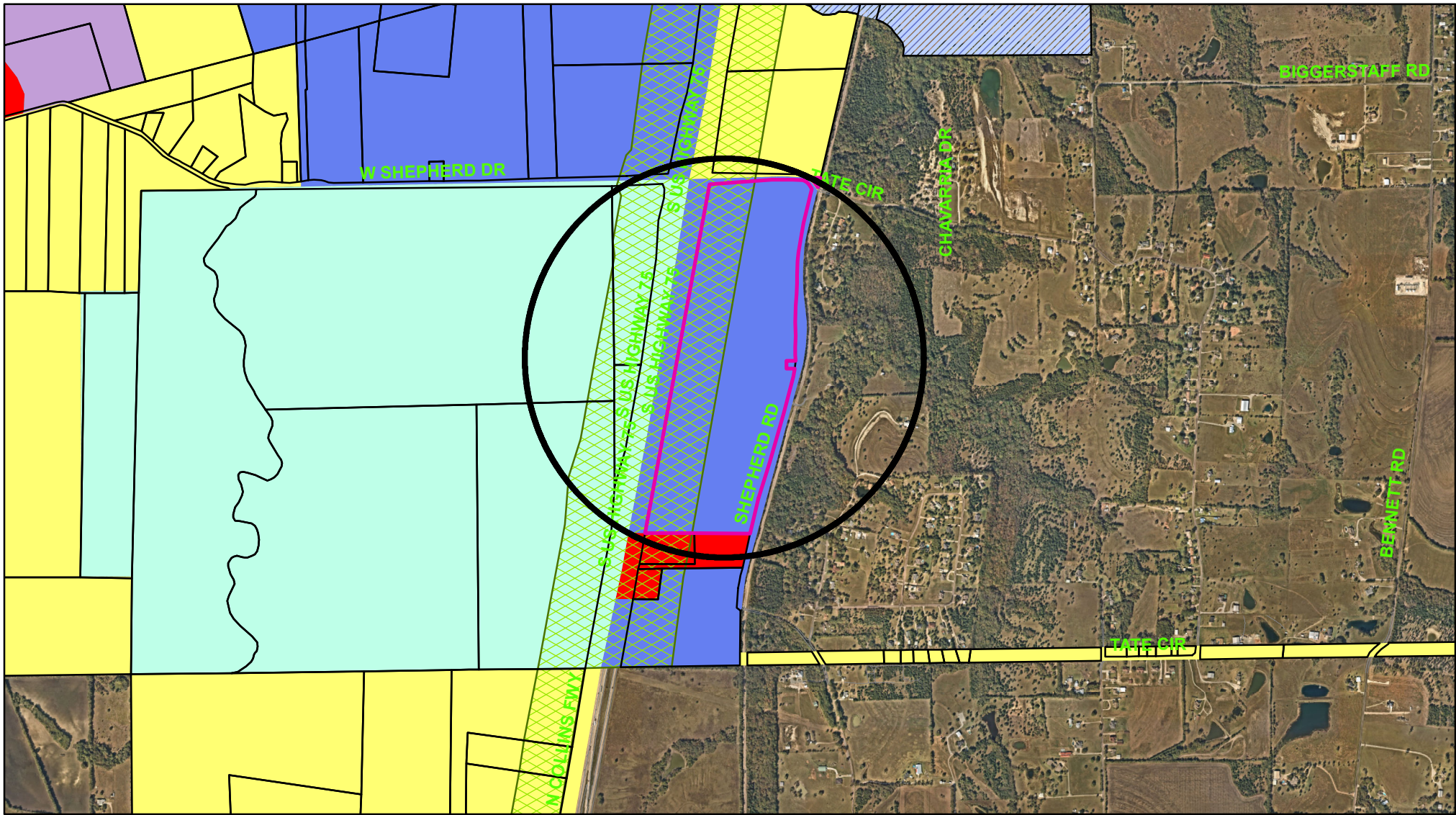
## 7000-7600 Blocks South U.S. Highway 75



NOT TO SCALE

1 in = 2,000 ft





## Zoning - 7000-7600 Blocks South U.S. Highway 75

### Legend

#### Special Districts Overlay

##### DISTRICT\_NAME

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

#### Transportation Corridor

#### Representation: SpermGIS.DBO.TransportationCorridor\_Rep\_1

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

#### Zoning Districts

##### Representation: SpermGIS.DBO.ZoningDistrict\_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District

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

*Sherman*  
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas  
Development Services Department



NOT TO SCALE

1 in = 1,500 ft

## 7000 - 7600 Blocks South U.S. Highway 75





## **Project Narrative For a Zoning Change Application**

**Submitted on behalf of:  
Dosti Partners, LLC  
2504 Loftsmoor Lane  
Plano, TX 75025  
Mr. Bhadresh Trivedi  
Bhadresh.trivedi@yahoo.com**

**Submitted to:  
  
The City of Sherman, Texas  
Development Services  
220 W Mulberry  
PO Box 1106  
Sherman, TX 75091**

**November 15, 2021**



Dosti Partners, LLC is pleased to submit this Project Narrative statement along with our application to The City of Sherman in support of a Zoning Change application. This application, if approved, will allow for the development of a mixed use development consisting of commercial uses, multifamily uses, and light manufacturing uses on approximately 107 acres, located southeast of the intersection of US-75 and Shepard Rd.

The project parcel is currently zoned MF-1.5, which allows for heavy manufacturing at the entrance to the City of Sherman. All adjacent developments are either also zoned Commercial, adjacent to public ROW, or beyond Sherman City limits, so the proposed use will be compatible with the adjacent properties. All proposed uses are permissible within the intended zoning districts.

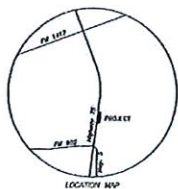
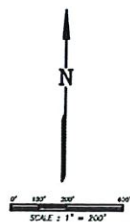
With an approved Zoning Compliance Plan, the 107 acre development will be host to a mixed variety of uses catering to Sherman residents. The light manufacturing uses can provide stable jobs and offer local businesses a convenient location off of US-75. The commercial uses along US-75 and Sheppard will allow local businesses to capture business from both local traffic and travelers. The Commercial zone will also provide more traditional office uses for local businesses to flourish in the City of Sherman, in addition to offering necessary services for residents. The proposed multifamily residential will offer the local workforce that drives Sherman a quality residence. With the nearby Texas Instruments Campus, the multifamily will offer a convenient, local working force.

Our team strongly believes that the mixed use zoning changes sought offer a better vision for the entryway to Sherman, and a more stable variety of uses and businesses that allow the City of Sherman to continue to grow, while still maintaining the "Classic Town, Broad Horizon" vision. The entire development team looks forward to working with The City of Sherman to make this vision for the parcel a reality and respectfully request support of this Zoning Change Request.

Respectfully,

Mathias Haubert, P.E.





| LEGEND              |                                       |
|---------------------|---------------------------------------|
| Iron Rod Found      |                                       |
| Iron Rod Set        |                                       |
| Corner Pin          |                                       |
| City Line           |                                       |
| 1/2" Diameter       |                                       |
| Radio Wave          |                                       |
| Telephone Machine   |                                       |
| Telephone Street    |                                       |
| Telephone           |                                       |
| Telephone Marker    |                                       |
| Telephone Protected |                                       |
| DOCT                | Deed Records of Grayson County, Texas |

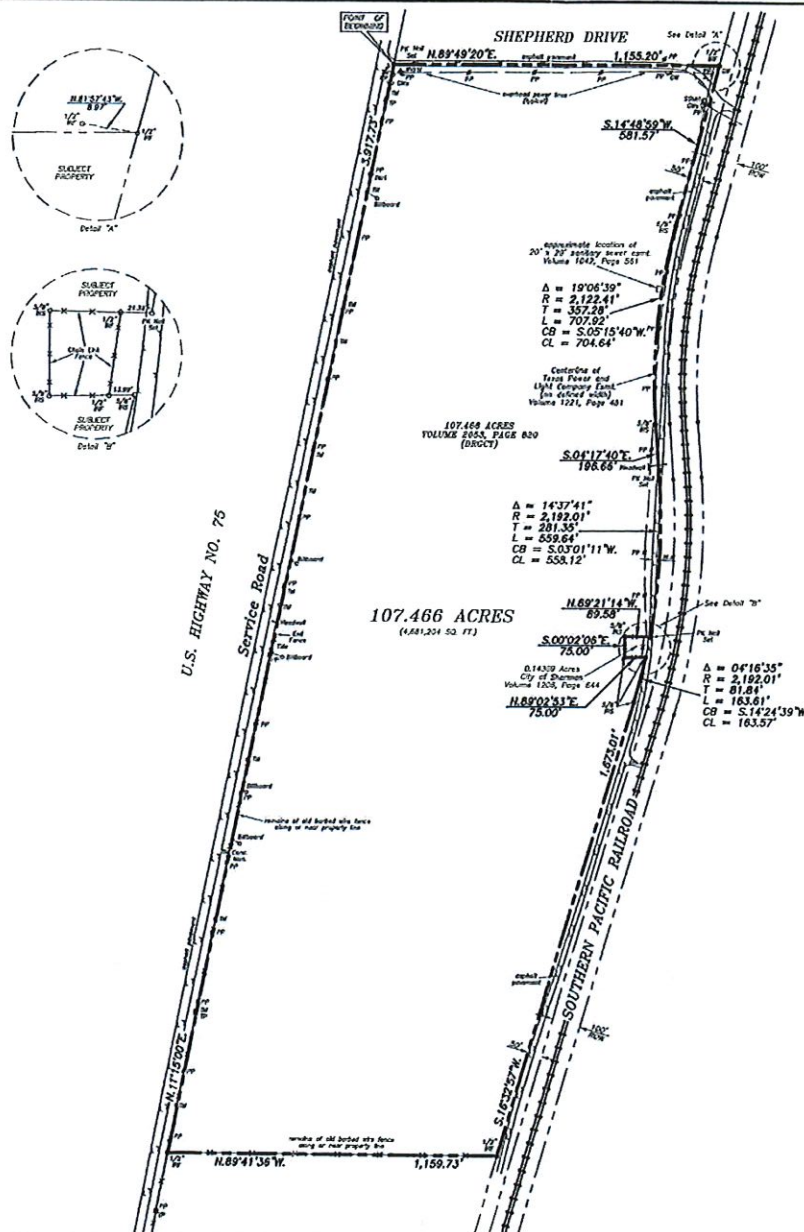
**NOTES**

FLOOD STATEMENT: According to Community Flood No. 485509 0015 B, dated June 04, 1950 of the Federal Emergency Management Agency, National Flood Insurance Program map this property is within Flood Zone "C", which is not a special flood hazard area. If this area is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This statement shall not create liability on the part of the Surveyor.

See subject to reservation of undivided 1/2th non-participating interest in oil, gas and other minerals contained in deed recorded in Volume 1038, Page 693.

See subject to reservation of undivided 1/2th non-participating royalty interest contained in deed recorded in Volume 1711, Page 243.

To the best of our knowledge and belief, the reservation of undivided 1/2th non-participating interest in oil, gas and other minerals contained in deed recorded in Volume 1038, Page 133, dated on April 15, 1955 and does not affect the subject property.



# FIELD NOTE DESCRIPTION

BEGINNING at a 107.466 acre tract of land situated in the Benjamin Lindsey Survey, Abstract Number 733, in the City of Sherman, Grayson County, Texas and being all of a 107.466 acre tract of land according to the deed recorded in Volume 2003, Page 810 of the Deed Records of Grayson County, Texas (DOCT) and being more particularly described as follows:

BEGINNING at a PK Nail set for the northeast corner of said 107.466 acre tract of land and being located at the point of intersection of the centerline of Shepherd Drive with the easterly right-of-way line of U.S. Highway No. 75 (a vehicle width right-of-way).

THENCE along or near the centerline of said Shepherd Drive NORTH 89°49'20" EAST a distance of 1,155.20 feet to a 1/2 inch iron rod found for the northeast corner of said 107.466 acre tract of land and being located 50 feet west of and perpendicular to the east right-of-way line of the Southern Pacific Railroad (a 100 feet wide right-of-way);

THENCE along a line 50 feet west of and parallel with the westerly right-of-way line of said Southern Pacific Railroad as follows:

SOUTH 14°08'53" WEST a distance of 661.57 feet to a 5/8 inch iron rod set for the beginning of a curve to the left having a radius of 2,122.41 feet, a chord bearing of South 03°51'41" West and a chord length of 704.64 feet;

Along said curve to the left through a central angle of 17°06'39" for an arc length of 707.92 feet to a 5/8 inch iron rod set for the point of tangency;

SOUTH 64°17'40" EAST a distance of 158.66 feet to a PK Nail set for the beginning of a curve to the right having a radius of 2,122.01 feet, a chord bearing of South 03°51'41" West and a chord length of 558.12 feet;

Along said curve to the right through a central angle of 14°37'41" for an arc length of 559.84 feet to a PK Nail set for the northeast corner of a 0.14379 acre tract to the City of Sherman according to the deed recorded in Volume 2008, Page 814 (DOCT);

THENCE NORTH 89°21'14" WEST a distance of 82.58 feet to a 5/8 inch iron rod set for the northeast corner of said 0.14379 acre tract of land;

THENCE SOUTH 09°02'04" EAST a distance of 75.00 feet to a 5/8 inch iron rod set for the southeast corner of said 0.14379 acre tract of land;

THENCE NORTH 89°02'53" EAST a distance of 75.00 feet to a 5/8 inch iron rod set for the southwest corner of said 0.14379 acre tract of land and being located 50 feet west of and perpendicular to the westerly right-of-way line of said Southern Pacific Railroad and being located in a curve to the right having a radius of 2,122.01 feet, a chord bearing of South 17°24'31" West and a chord length of 143.57 feet;

THENCE along a line 50 feet west of and parallel with the westerly right-of-way line of said Southern Pacific Railroad as follows:

Along said curve to the right through a central angle of 04°16'35" for an arc length of 163.57 feet to a 5/8 inch iron rod set for corner;

SOUTH 13°22'57" WEST a distance of 1,473.61 feet to a 1/2 inch iron rod found for the southeast corner of said 107.466 acre tract of land;

THENCE NORTH 89°41'20" WEST a distance of 1,155.73 feet to a 1/2 inch iron rod found for the southeast corner of said 107.466 acre tract of land and being located in the easterly right-of-way line of said U.S. Highway No. 75;

THENCE along the westerly line of said 107.466 acre tract of land with the easterly right-of-way line of said U.S. Highway No. 75 NORTH 11°50'00" EAST a distance of 3,517.73 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 107.466 acres or 4,659,264 square feet of land, more or less, all according to that survey prepared by Austin J. Bedford and Associates, Inc., dated September, 1978 and signed by Austin J. Bedford, Registered Professional Land Surveyor No. 4132, to which reference for all purposes is hereby made.

## SURVEYOR'S CERTIFICATE

I, Austin J. Bedford, a Registered Professional Land Surveyor in the State of Texas do hereby certify that on the ground survey of the property shown was made under my supervision and that this map correctly represents the facts found at the time of survey and that there are no omissions or alterations, except as shown herein, and that all corner monuments are correct as described herein.

Date

Austin J. Bedford  
Registered Professional Land Surveyor No. 4132  
KURTZ - BEDFORD & ASSOCIATES, INC.  
4222 Forest Road, Suite 2  
Gorford, Texas 75043  
(972) 240-5913

|                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Checked: A. J. Bedford<br>Dated: September 29, 1978<br>Title: Surveyor<br>Drawn: B. J. Whitaker<br>Scale: 1" = 200'<br>Sheet: 1 of 1<br>Co: 1 | No. _____<br>Date _____<br>REVISIONS<br>1. _____<br>2. _____<br>3. _____<br>4. _____<br>5. _____                                                                                                                                                                                                                                                                                                                               |
|                                                                                                                                               | Client: CRAIG INTERNATIONAL, INC.<br>4701 W. UNIVERSITY DRIVE<br>MCKINNEY, TEXAS 75070 (972) 529-1371<br>BENJAMIN LINDSEY SURVEY ABST. NO. 733<br>CITY OF SHERMAN<br>GRAYSON COUNTY, TEXAS<br>BOUNDARY AND<br>IMPROVEMENT SURVEY<br>107.466 ACRES<br>Kurtz ~ Bedford Associates, Inc. <b>K B A</b><br>Consulting Engineers ~ Surveyors<br>4222 Forest Road, Suite 2 • Gorford, Texas 75043 (972) 240-5913 • Fax (972) 240-1166 |



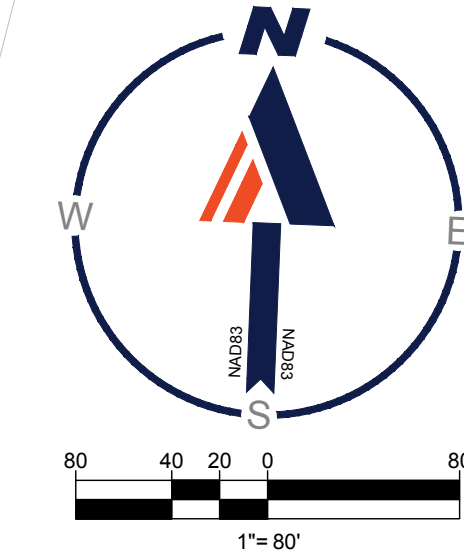
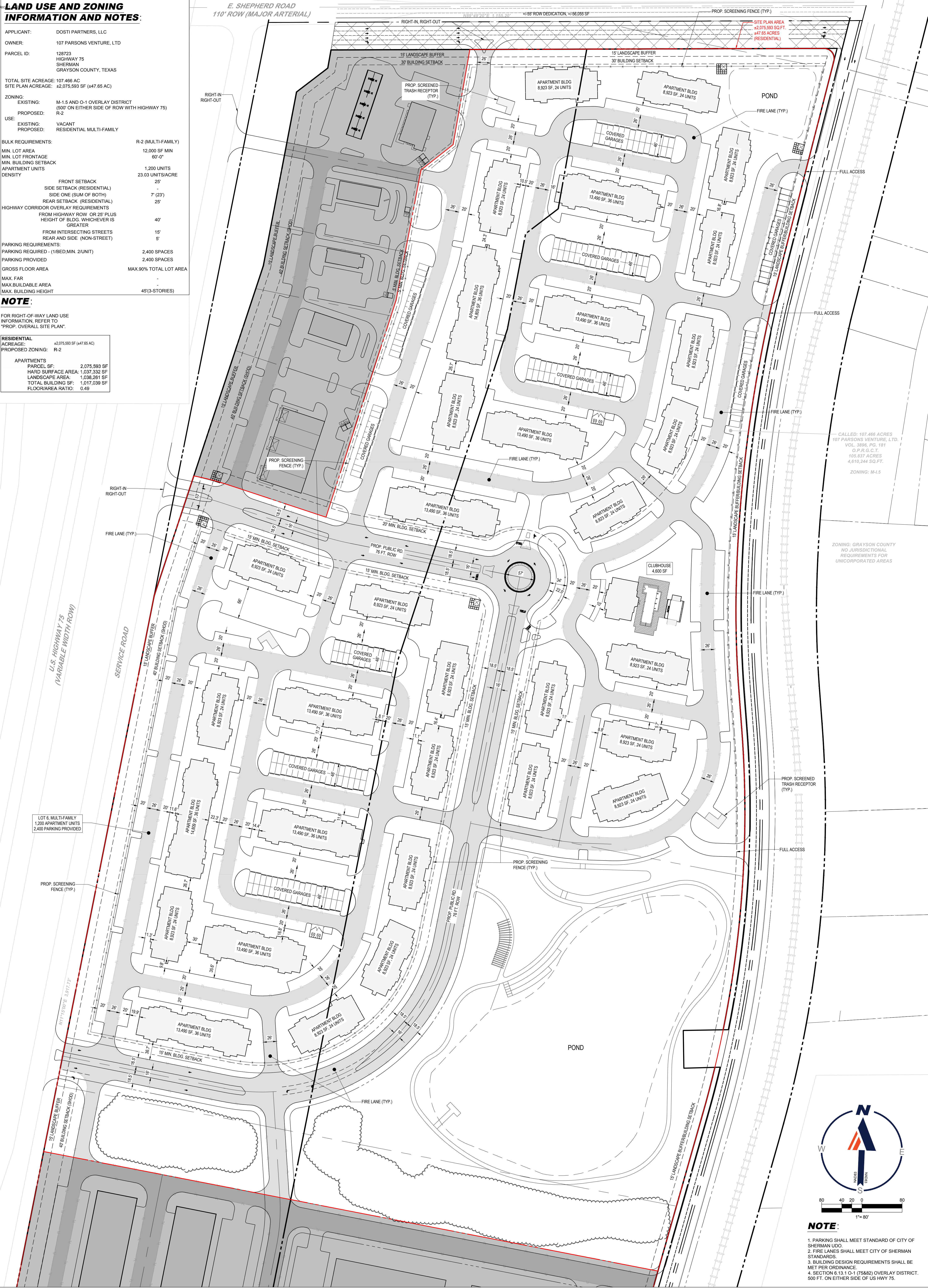
LAND USE AND ZONING  
INFORMATION AND NOTES:

|                                                                   |                                                                                |
|-------------------------------------------------------------------|--------------------------------------------------------------------------------|
| APPLICANT:                                                        | DOSTI PARTNERS, LLC                                                            |
| OWNER:                                                            | 107 PARSONS VENTURE, LTD                                                       |
| PARCEL ID:                                                        | 128723<br>HIGHWAY 75<br>SHERMAN<br>GRAYSON COUNTY, TEXAS                       |
| TOTAL SITE ACREAGE:                                               | 107.466 AC                                                                     |
| SITE PLAN ACREAGE:                                                | ±2,075,593 SF (±47.65 AC)                                                      |
| ZONING:                                                           |                                                                                |
| EXISTING:                                                         | M-1.5 AND O-1 OVERLAY DISTRICT<br>(500' ON EITHER SIDE OF ROW WITH HIGHWAY 75) |
| PROPOSED:                                                         | R-2                                                                            |
| USE:                                                              |                                                                                |
| EXISTING:                                                         | VACANT                                                                         |
| PROPOSED:                                                         | RESIDENTIAL MULTI-FAMILY                                                       |
| BULK REQUIREMENTS:                                                | R-2 (MULTI-FAMILY)                                                             |
| MIN. LOT AREA                                                     | 12,000 SF MIN<br>60'-0"                                                        |
| MIN. LOT FRONTAGE                                                 |                                                                                |
| MIN. BUILDING SETBACK                                             | 1,200 UNITS                                                                    |
| APARTMENT UNITS DENSITY                                           | 23.03 UNITS/ACRE                                                               |
| FRONT SETBACK                                                     | 25'                                                                            |
| SIDE SETBACK (RESIDENTIAL)                                        |                                                                                |
| SIDE ONE (SUM OF BOTH)                                            | 7' (23')                                                                       |
| REAR SETBACK (RESIDENTIAL)                                        | 25'                                                                            |
| HIGHWAY CORRIDOR OVERLAY REQUIREMENTS                             |                                                                                |
| FROM HIGHWAY ROW OR 25' PLUS HEIGHT OF BLDG. WHICHEVER IS GREATER | 40'                                                                            |
| FROM INTERSECTING STREETS                                         | 15'                                                                            |
| REAR AND SIDE (NON-STREET)                                        | 5'                                                                             |
| PARKING REQUIREMENTS:                                             |                                                                                |
| PARKING REQUIRED - (1/BD; MIN. 2/UNIT)                            | 2,400 SPACES                                                                   |
| PARKING PROVIDED                                                  | 2,400 SPACES                                                                   |
| GROSS FLOOR AREA                                                  | MAX. 90% TOTAL LOT AREA                                                        |
| MAX. FAR                                                          |                                                                                |
| MAX. BUILDABLE AREA                                               |                                                                                |
| MAX. BUILDING HEIGHT                                              | 45'(3-STORIES)                                                                 |

NOTE:

FOR RIGHT-OF-WAY LAND USE INFORMATION, REFER TO "PROP. OVERALL SITE PLAN".

|                      |                           |
|----------------------|---------------------------|
| RESIDENTIAL ACREAGE: | ±2,075,593 SF (±47.65 AC) |
| PROPOSED ZONING:     | R-2                       |
| APARTMENTS           |                           |
| PARCEL SF:           | 2,075,593 SF              |
| HARD SURFACE AREA:   | 1,037,332 SF              |
| LANDSCAPE AREA:      | 1,038,261 SF              |
| TOTAL BUILDING SF:   | 1,017,039 SF              |
| FLOOR/AREA RATIO:    | 0.49                      |



- NOTE:
1. PARKING SHALL MEET STANDARD OF CITY OF SHERMAN UDO.
  2. FIRE LANES SHALL MEET CITY OF SHERMAN STANDARDS.
  3. BUILDING DESIGN REQUIREMENTS SHALL BE MET PER ORDINANCE.
  4. SECTION 6.13.1 O-1 (75&82) OVERLAY DISTRICT. 500 FT. ON EITHER SIDE OF US HWY 75.

PROP. R-2 SITE PLAN

BOHLER //

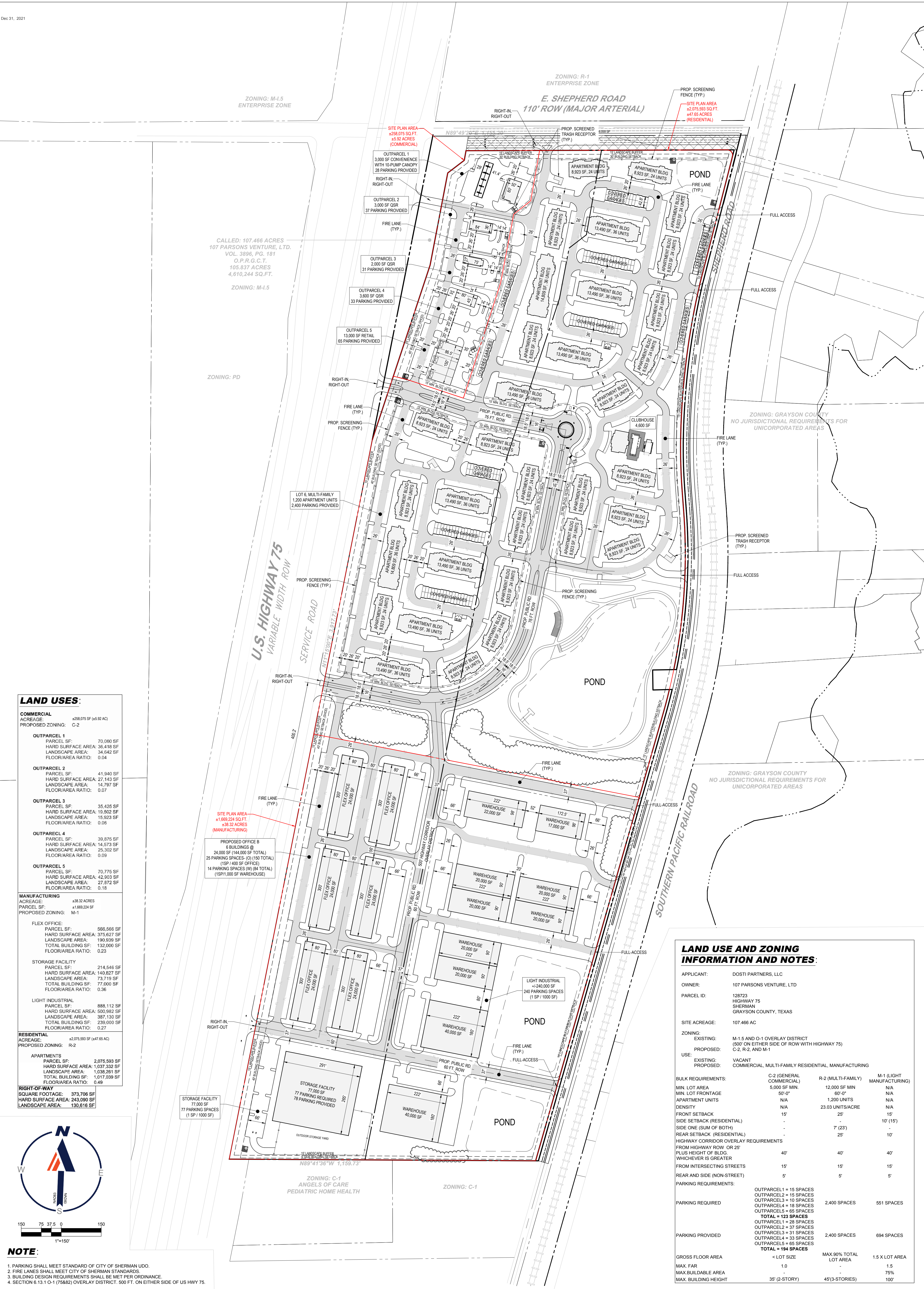
6017 MAIN STREET  
FRISCO, TX 75034  
Phone: (469) 458-7300  
TX@BohlerEng.com  
TBPe No. 18065 | TBPLS No. 10194413

DOSTI PARTNERS, LLC

SHERMAN, TX 75090

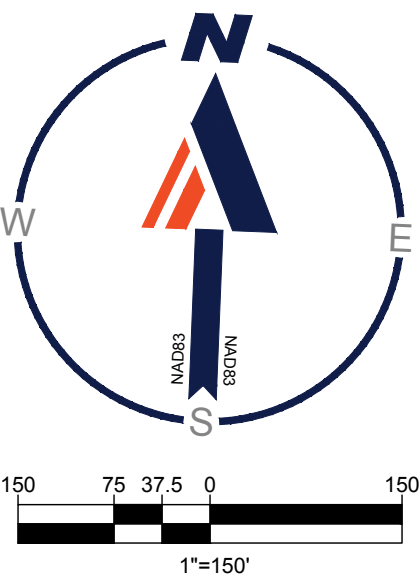
12-30-2021 | MVP | TD212044 | Rev 0





LAND USES:

|                    |                           |
|--------------------|---------------------------|
| COMMERCIAL         | ±258,075 SF (±5.92 AC)    |
| ACREAGE:           |                           |
| PROPOSED ZONING:   | C-2                       |
| OUTPARCEL 1        |                           |
| PARCEL SF:         | 70,060 SF                 |
| HARD SURFACE AREA: | 36,418 SF                 |
| LANDSCAPE AREA:    | 34,642 SF                 |
| FLOOR/AREA RATIO:  | 0.04                      |
| OUTPARCEL 2        |                           |
| PARCEL SF:         | 41,940 SF                 |
| HARD SURFACE AREA: | 27,143 SF                 |
| LANDSCAPE AREA:    | 14,797 SF                 |
| FLOOR/AREA RATIO:  | 0.07                      |
| OUTPARCEL 3        |                           |
| PARCEL SF:         | 35,425 SF                 |
| HARD SURFACE AREA: | 19,502 SF                 |
| LANDSCAPE AREA:    | 15,923 SF                 |
| FLOOR/AREA RATIO:  | 0.06                      |
| OUTPARCEL 4        |                           |
| PARCEL SF:         | 39,876 SF                 |
| HARD SURFACE AREA: | 14,573 SF                 |
| LANDSCAPE AREA:    | 25,302 SF                 |
| FLOOR/AREA RATIO:  | 0.09                      |
| OUTPARCEL 5        |                           |
| PARCEL SF:         | 70,775 SF                 |
| HARD SURFACE AREA: | 42,903 SF                 |
| LANDSCAPE AREA:    | 27,872 SF                 |
| FLOOR/AREA RATIO:  | 0.18                      |
| MANUFACTURING      | ±38.32 ACRES              |
| ACREAGE:           |                           |
| PARCEL SF:         | ±1,669,224 SF             |
| PROPOSED ZONING:   | M-1                       |
| FLEX OFFICE:       |                           |
| PARCEL SF:         | 566,566 SF                |
| HARD SURFACE AREA: | 375,627 SF                |
| LANDSCAPE AREA:    | 190,939 SF                |
| TOTAL BUILDING SF: | 132,000 SF                |
| FLOOR/AREA RATIO:  | 0.23                      |
| STORAGE FACILITY   |                           |
| PARCEL SF:         | 214,546 SF                |
| HARD SURFACE AREA: | 140,827 SF                |
| LANDSCAPE AREA:    | 73,719 SF                 |
| TOTAL BUILDING SF: | 77,000 SF                 |
| FLOOR/AREA RATIO:  | 0.36                      |
| LIGHT INDUSTRIAL   |                           |
| PARCEL SF:         | 888,112 SF                |
| HARD SURFACE AREA: | 500,982 SF                |
| LANDSCAPE AREA:    | 387,130 SF                |
| TOTAL BUILDING SF: | 236,000 SF                |
| FLOOR/AREA RATIO:  | 0.27                      |
| RESIDENTIAL        | ±2,075,593 SF (±47.55 AC) |
| ACREAGE:           |                           |
| PROPOSED ZONING:   | R-2                       |
| APARTMENTS         |                           |
| PARCEL SF:         | 2,075,593 SF              |
| HARD SURFACE AREA: | 1,037,332 SF              |
| LANDSCAPE AREA:    | 1,038,261 SF              |
| TOTAL BUILDING SF: | 1,017,039 SF              |
| FLOOR/AREA RATIO:  | 0.49                      |
| RIGHT-OF-WAY       |                           |
| SQUARE FOOTAGE:    | 373,706 SF                |
| HARD SURFACE AREA: | 243,090 SF                |
| LANDSCAPE AREA:    | 130,616 SF                |



NOTE:

1. PARKING SHALL MEET STANDARD OF CITY OF SHERMAN UDO.
2. FIRE LANES SHALL MEET CITY OF SHERMAN STANDARDS.
3. BUILDING DESIGN REQUIREMENTS SHALL BE MET PER ORDINANCE.
4. SECTION 6.13.1.0-1 (75&82) OVERLAY DISTRICT. 500 FT. ON EITHER SIDE OF US HWY 75.

LAND USE AND ZONING INFORMATION AND NOTES:

|                                                                    |                                                                                                                                                      |                        |                           |
|--------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------------------------|
| APPLICANT:                                                         | DOSTI PARTNERS, LLC                                                                                                                                  |                        |                           |
| OWNER:                                                             | 107 PARSONS VENTURE, LTD                                                                                                                             |                        |                           |
| PARCEL ID:                                                         | 128723                                                                                                                                               |                        |                           |
|                                                                    | HIGHWAY 75 SHERMAN GRAYSON COUNTY, TEXAS                                                                                                             |                        |                           |
| SITE ACREAGE:                                                      | 107.466 AC                                                                                                                                           |                        |                           |
| ZONING:                                                            | M-1.5 AND O-1 OVERLAY DISTRICT (500' ON EITHER SIDE OF ROW WITH HIGHWAY 75) C-2, R-2, AND M-1                                                        |                        |                           |
| USE:                                                               | EXISTING: VACANT<br>PROPOSED: COMMERCIAL, MULTI-FAMILY RESIDENTIAL, MANUFACTURING                                                                    |                        |                           |
| BULK REQUIREMENTS:                                                 | C-2 (GENERAL COMMERCIAL)                                                                                                                             | R-2 (MULTI-FAMILY)     | M-1 (LIGHT MANUFACTURING) |
| MIN. LOT AREA                                                      | 5,000 SF MIN.                                                                                                                                        | 12,000 SF MIN          | N/A                       |
| MIN. LOT FRONTAGE                                                  | 50'-0"                                                                                                                                               | 60'-0"                 | N/A                       |
| APARTMENT UNITS                                                    | N/A                                                                                                                                                  | 1,200 UNITS            | N/A                       |
| DENSITY                                                            | N/A                                                                                                                                                  | 23.03 UNITS/ACRE       | N/A                       |
| FRONT SETBACK                                                      | 15'                                                                                                                                                  | 25'                    | 15'                       |
| SIDE SETBACK (RESIDENTIAL)                                         | -                                                                                                                                                    | -                      | 10' (15')                 |
| SIDE ONE (SUM OF BOTH)                                             | -                                                                                                                                                    | 7' (23')               | -                         |
| REAR SETBACK (RESIDENTIAL)                                         | -                                                                                                                                                    | 25'                    | 10'                       |
| HIGHWAY CORRIDOR OVERLAY REQUIREMENTS                              |                                                                                                                                                      |                        |                           |
| FROM HIGHWAY ROW, OR 25' PLUS HEIGHT OF BLDG. WHICHEVER IS GREATER | 40'                                                                                                                                                  | 40'                    | 40'                       |
| FROM INTERSECTING STREETS                                          | 15'                                                                                                                                                  | 15'                    | 15'                       |
| REAR AND SIDE (NON-STREET)                                         | 5'                                                                                                                                                   | 5'                     | 5'                        |
| PARKING REQUIREMENTS:                                              |                                                                                                                                                      |                        |                           |
| PARKING REQUIRED                                                   | OUTPARCEL1 = 15 SPACES<br>OUTPARCEL2 = 15 SPACES<br>OUTPARCEL3 = 10 SPACES<br>OUTPARCEL4 = 18 SPACES<br>OUTPARCEL5 = 65 SPACES<br>TOTAL = 123 SPACES | 2,400 SPACES           | 551 SPACES                |
| PARKING PROVIDED                                                   | OUTPARCEL1 = 26 SPACES<br>OUTPARCEL2 = 37 SPACES<br>OUTPARCEL3 = 31 SPACES<br>OUTPARCEL4 = 33 SPACES<br>OUTPARCEL5 = 65 SPACES<br>TOTAL = 194 SPACES | 2,400 SPACES           | 694 SPACES                |
| GROSS FLOOR AREA                                                   | < LOT SIZE                                                                                                                                           | MAX.90% TOTAL LOT AREA | 1.5 X LOT AREA            |
| MAX. FAR                                                           | 1.0                                                                                                                                                  | -                      | 1.5                       |
| MAX.BUILDABLE AREA                                                 | -                                                                                                                                                    | -                      | 75%                       |
| MAX. BUILDING HEIGHT                                               | 35' (2-STORY)                                                                                                                                        | 45'(3-STORIES)         | 100'                      |

BOHLER

6017 MAIN STREET  
FRISCO, TX 75034  
Phone: (469) 458-7300  
TX@BohlerEng.com  
TBPE No. 18065 | TBPLS No. 10194413

PROP. OVERALL SITE PLAN

DOSTI PARTNERS, LLC  
SHERMAN, TX 75090



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**STAFF REVIEW LETTER**

January 3, 2022

107 Parsons Venture LTD  
6850 TPC Dr., Ste. 104  
McKinney, TX 75070

Bohler Engineering  
6017 Main Street  
Frisco, TX 75034

Dosti Partners, LLC  
2504 Loftsmoor Lane  
Plano, TX 75025

Kurtz-Bedford Associates, Inc  
4222 Rosehill Rd., Ste. 2  
Garland, TX 75043

Dear Applicants,

The request for a zone change and site plan approval under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to a C-1 (Retail Business) District, R-2 (Multi-Family Residential) District and M-1 (Light Manufacturing) District located in the 7000-7600 blocks of South U.S. Highway 75 has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, January 11, 2022 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

**Zoning – Tract 1 – R-2 (Multi-Family Residential) District:**

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-2 (Multi-Family Residential) District, the O-1 (75 & 82) Overlay District, the Sign Ordinance, the Fence Ordinance and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.4; Sec. 6.13.1, Sec. 7(13), Section 7 (14) and Sec. 17*).
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
4. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 6.4 and Section 7, Subsection 10(b)*)
5. All finishes shall be masonry or masonry veneer. (*Chapter 14, Exhibit A, Section 6.13.1*)
6. The trash dumpster will need to be located inside the main building area and screened. (*Chapter 14, Exhibit A, Section 7, Subsection 13(d)(4)*)
7. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right-of-way. (*Chapter 14, Exhibit A, Section 6.13.1, Subsection 6 (c)(2)*).
8. Screening of the property is required. (*Chapter 14, Exhibit A, Section 7, Subsection 13(d)*)
9. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
10. The site plan is conceptual and will require final site plan approval from the Planning and Zoning Commission.



11. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article. 13.11*)
12. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
13. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.
14. Any nonconforming signs will need to be removed before building permits will be issued.

**Zoning – Tract 2 – C-1 (Retail Business) District:**

15. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (Retail Business) District, the O-1 (75 & 82) Overlay District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.6; Sec. 6.13.1, Sec. 7(13), Section 7 (14) and Sec. 17*).
16. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
17. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
18. The required parking requirement shall be determined by use.
19. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
20. A parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
21. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right-of-way. (*Chapter 14, Exhibit A, Section 6.13.1, Subsection 6 (c)(2)*).
22. The trash dumpster must be located inside the main building area. (*Chapter 14, Exhibit A, Section 7, Subsection 13(d)(4)*)
23. The site plan is conceptual, a more detailed site plan will require additional approval from the Planning and Zoning Commission.
24. Any nonconforming signs will need to be removed before building permits will be issued.
25. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article. 13.11*)
26. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
27. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

**Zoning – Tract 3 – M-1 (Light Manufacturing) District:**

28. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the M-1 (Light Manufacturing) District, the Fence Ordinance and the Sign Ordinance. (*Chapter 14, Exhibit A, Sec. 6.8; Sec. 7(13) and Sec. 7(14)*).
29. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
30. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
31. The required parking requirement shall be determined by use.



32. The site plan is conceptual, a more detailed site plan will require additional approval from the Planning and Zoning Commission.
33. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
34. A parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
35. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article 13.11*)
36. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
37. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.
38. Any nonconforming signs will need to be removed before building permits will be issued.

Engineering:

39. Check with United States Postal Service (972-393-6326) for establishing the method or mode of mail delivery, the type of mailbox and location of the mailbox for each street delivery address. Centralized delivery is the preferred method of mail delivery.
40. Coordinate with Engineering Department regarding traffic concerns of proposed development/site plan.
41. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
42. Platting of the property is required. *Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004*
43. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
44. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I)*
45. Sanitary Sewer main must be extended in accordance with City criteria to serve proposed Lot. Sewer capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
46. Internal water and sewer lines will be privately owned and maintained.
47. Verify fire requirements and code compliance with Fire Marshal. *Code of Ordinances Chapter 3.02(c)*
48. Water Pro-rata will be due at the time of development. *Code of Ordinances Chapter 13, Sec. 13.07.282*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Rob Rae at 903-892-7229 prior to the meeting.



Respectfully,



Rob Rae

Acting Secretary, Planning and Zoning Commission and Board of Adjustments

CC:      Robby Hefton, City Manager  
         Clint Philpott, Asst. City Manager  
         Wayne Lee, P.E., Director of Engineering  
         Tom Pruitt, Utility Engineer  
         The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

         Billy Hartsfield, Fire Marshal  
         Amber Doan, Engineering Coordinator  
         Christopher Armstrong, Asst. City Engineer



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

**Agenda Item No. 7.**

**Meeting Date:** 01/11/2022

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

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

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**Requested Action/Proposed Use:**

**7000-7600 BLOCKS SOUTH U.S. HIGHWAY 75**

The request of 107 Parsons Venture LTD (Owner), Dosti Partners, LLC (Prospective Buyer), Bohler Engineering (Civil Engineer), Kurtz-Bedford Associates, Inc. (Surveyor) concerning the property in the 7000-7600 blocks of South U.S. Highway 75, being 107.466 acres in the Benjamin Lindsey Survey, Abstract No. 733; as follows;

***Planning and Zoning Commission***

- A. **Tract 1** – Being 46.962 acres in the Benjamin Lindsey Survey, Abstract No. 733 - Zone change and conceptual site plan approval under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to an R-2 (Multi-Family Residential) District.
- B. **Tract 2** – Being 10.113 acres in the Benjamin Lindsey Survey, Abstract No. 733 - Zone change and conceptual site plan approval under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District.
- C. **Tract 3** – Being 46.130 acres in the Benjamin Lindsey Survey, Abstract No. 733 - Zone change and conceptual site plan approval under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to an M-1 (Light Manufacturing) District/O-1 (75 & 82) Overlay District.

**Background:**

The property is located in the 7000-7600 blocks of South U.S. Highway 75; the southeast corner of Highway 75 and Shepherd Drive. The property is zoned an M-1.5 (Medium Manufacturing) District. The owner is requesting a zone change to allow a mixed use development consisting of commercial, multi-family and light manufacturing uses on approximately 107 acres. This request was tabled at the December 14, 2021 Planning and Zoning Commission Meeting.

**Adjacent Zoning:**

R-1 (One-Family Residential) District  
C-1 (Retail Business) District

**Origination:**

107 Parsons Venture LTD (Owner)  
Dosti Partners, LLC (Prospective Buyer)  
Bohler Engineering (Civil Engineer)  
Kurtz-Bedford Associates, Inc. (Surveyor)

**Master Plan Designation:**

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

**Number of notices mailed:**

3

**Objections Received:**

0

**Development Review Meeting:**

Yes

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**Attachments**

Location Map  
Zoning Map  
Zoning Sign Photo  
Narrative  
Survey  
Overall Site Plan  
Site Plan R-2  
Site Plan C-2  
Site Plan M-1  
Rezoning Site Rendering  
Staff Review Letter

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# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Regular Meeting

D. 4.

**Meeting Date:** 02/07/2022

**Prepared By:** Rob Rae, Director of Development Services

**Approved By:** Robby Hefton, City Manager

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### **Caption:**

#### **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6456**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the M-1 (Light Manufacturing) District/O-1 (75 & 82) Overlay District, Located in the 7000-7600 blocks of South U.S. Highway 75, being 46.130 acres in the Benjamin Lindsey Survey, Abstract No. 733 (107 Parsons Venture LTD, Owner; Dosti Partners, LLC, Prospective Buyer; Bohler Engineering, Civil Engineer; Kurtz-Bedford Associates, Inc., Surveyor); Providing for a Penalty not to Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

### **Issue:**

To consider the request of 107 Parsons Venture LTD (Owner), Dosti Partners, LLC (Prospective Buyer), Bohler Engineering (Civil Engineer), Kurtz-Bedford Associates, Inc. (Surveyor) concerning the property in the 7000-7600 blocks of South U.S. Highway 75, being 46.130 acres in the Benjamin Lindsey Survey, Abstract No. 733 for a zone change and conceptual site plan approval under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to an M-1 (Light Manufacturing) District/O-1 (75 & 82) Overlay District.

### **Background:**

The property is located in the 7000-7600 blocks of South U.S. Highway 75; the southeast corner of Highway 75 and Shepherd Drive. The property is zoned an M-1.5 (Medium Manufacturing) District. The owner is requesting a zone change to allow a mixed use development consisting of commercial, multi-family and light manufacturing uses on approximately 107 acres. The site plan is conceptual and will need Planning and Zoning Commission approval.

### **Origination:**

107 Parsons Venture LTD (Owner)  
Dosti Partners, LLC (Prospective Buyer)  
Bohler Engineering (Civil Engineer)  
Kurtz-Bedford Associates, Inc. (Surveyor)

### **Financial Consideration:**

None

**Staff Recommendation:**

At the January 11, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter.

**Alternatives:**

The City Council could deny the request.

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**Attachments**

Ordinance No. 6456

Exhibit A - Legal Description/Field Notes

Location Map

Zoning Map

Zoning Sign Photo

Narrative

Survey

Site Plan

Overall Site Plan

Staff Review Letter

P&Z Communication

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## ORDINANCE NO. 6456

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE M-1 (LIGHT MANUFACTURING) DISTRICT/O-1 (75 & 82) OVERLAY DISTRICT, LOCATED IN THE 7000-7600 BLOCKS OF SOUTH U.S. HIGHWAY 75, BEING 46.130 ACRES IN THE BENJAMIN LINDSEY SURVEY, ABSTRACT NO. 733 (107 PARSONS VENTURE LTD, OWNER; DOSTI PARTNERS, LLC, PROSPECTIVE BUYER; BOHLER ENGINEERING, CIVIL ENGINEER; KURTZ-BEDFORD ASSOCIATES, INC., SURVEYOR); PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW**

**WHEREAS**, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

**WHEREAS**, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

**WHEREAS**, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

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

**SECTION 1.** That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Legal Description/Field Notes**, attached hereto, located in the 7000-7600 blocks of South U.S. Highway 75, shall be rezoned and placed in the M-1 (Light Manufacturing) District/O-1 (75 & 82) Overlay District, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include such property.

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

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



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

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

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

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

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

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

**INTRODUCED** on this the 7<sup>th</sup> day of February, 2022.

**ADOPTED** on this the 7<sup>th</sup> day of February, 2022.

**EFFECTIVE DATE** on this the 7<sup>th</sup> day of February, 2022.

**CITY OF SHERMAN, TEXAS**

**BY:** \_\_\_\_\_  
**DAVID PLYLER, MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

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

**BY:** \_\_\_\_\_  
**RYAN D. PITTMAN, CITY ATTORNEY**

## Exhibit A

### INDUSTRIAL ZONING

**BEING** a tract of land situated in the City of Sherman, Grayson County, Texas, being a part of the Benjamin Lindsey Survey, Abstract No. 733, and being part of a called 107.466 acre tract of land described in a Special Warranty Deed to 107 Parson Venture, LTD., recorded in Volume 3896, Page 181, Deed Records, Grayson County, Texas (D.R.G.C.T.), and being more particularly described as follows:

**COMMENCING** at a point in or near the intersection of the northbound frontage road of US Highway 75 (a variable width Right-of-Way) and Shepherd Drive (a variable width Right-of-Way);

**THENCE** South 10 degrees 12 minutes 28 seconds West a distance of 2,280.93 feet to the **POINT OF BEGINNING**;

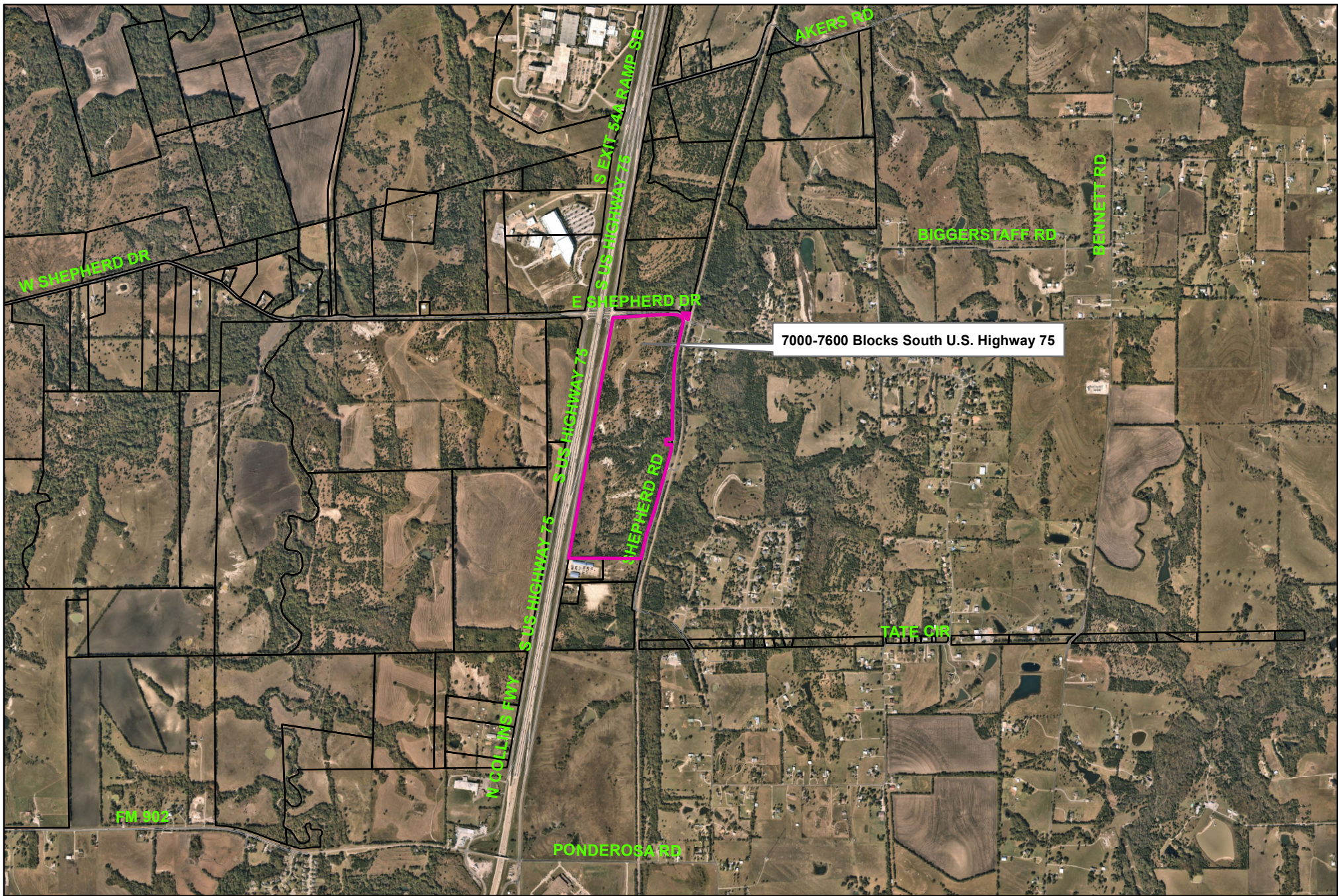
**THENCE** South 79 degrees 53 minutes 36 seconds East, a distance of 1,395.56 feet to a point;

**THENCE** South 15 degrees 38 minutes 40 seconds West, a distance of 1,402.36 feet to a point;

**THENCE** South 89 degrees 09 minutes 48 seconds West, a distance of 1,286.52 feet to a point;

**THENCE** North 10 degrees 12 minutes 28 seconds East, a distance of 1,640.05 feet to the **POINT OF BEGINNING** containing 2,009,414 square feet or 46.130 acres of land.





City of Sherman, Texas  
Development Services Department

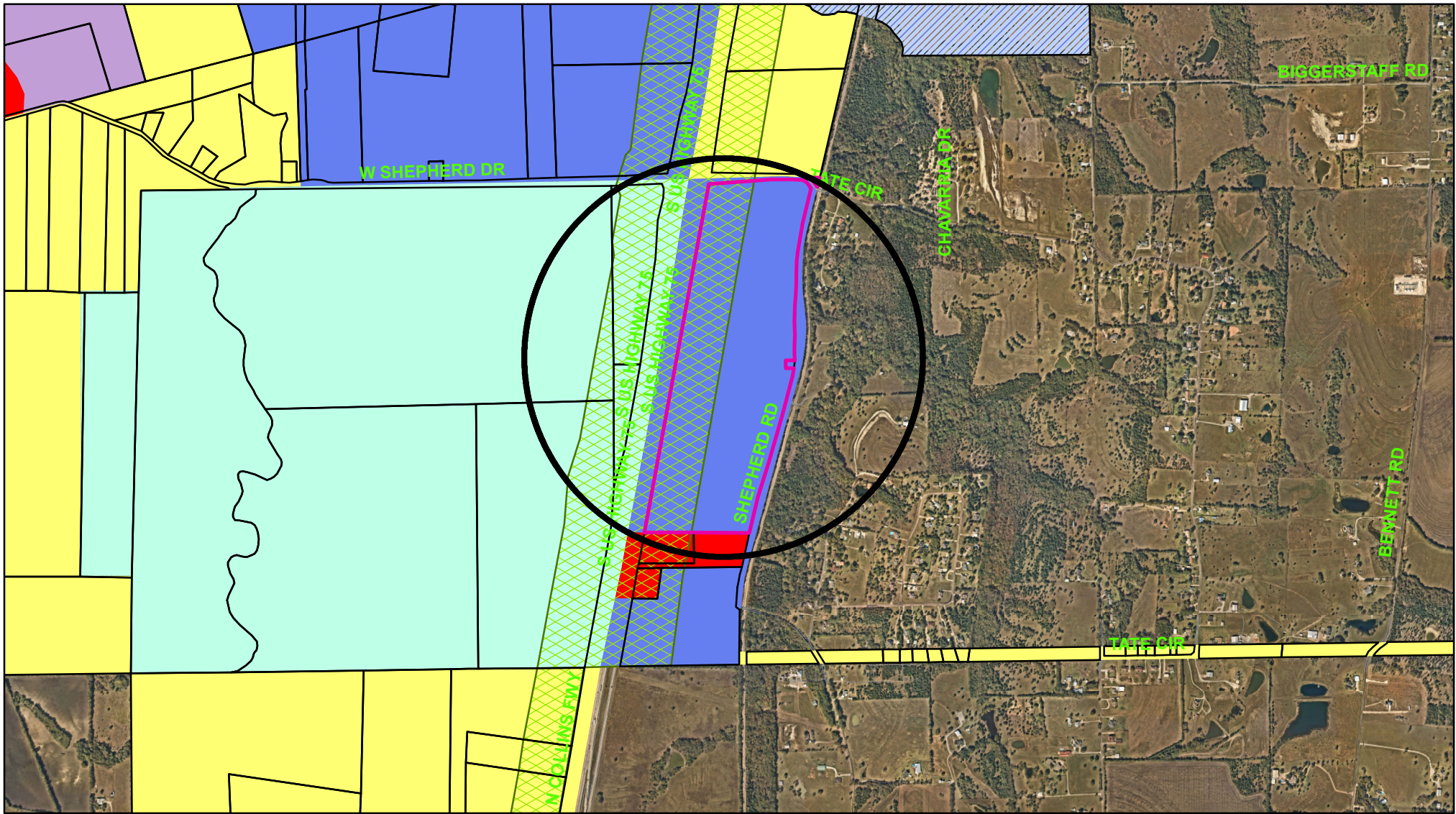
## 7000-7600 Blocks South U.S. Highway 75



NOT TO SCALE

1 in = 2,000 ft





## Zoning - 7000-7600 Blocks South U.S. Highway 75

### Legend

#### Special Districts Overlay

- DISTRICT\_NAME**
- Arts and Cultural District
  - Blalock Commercial Overlay District
  - Central Business District
  - College Park District
  - Downtown Overlay District
  - Historic Preservation District

#### Transportation Corridor

#### Representation: SpermGIS.DBO.TransportationCorridor\_Rep\_1

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

#### Zoning Districts

#### Representation: SpermGIS.DBO.ZoningDistrict\_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District

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



City of Sherman, Texas  
Development Services Department



NOT TO SCALE

1 in = 1,500 ft

## 7000 - 7600 Blocks South U.S. Highway 75



Nov 23, 2021 at 12:48 PM



## **Project Narrative For a Zoning Change Application**

**Submitted on behalf of:  
Dosti Partners, LLC  
2504 Loftsmoor Lane  
Plano, TX 75025  
Mr. Bhadresh Trivedi  
Bhadresh.trivedi@yahoo.com**

**Submitted to:  
  
The City of Sherman, Texas  
Development Services  
220 W Mulberry  
PO Box 1106  
Sherman, TX 75091**

**November 15, 2021**

Dosti Partners, LLC is pleased to submit this Project Narrative statement along with our application to The City of Sherman in support of a Zoning Change application. This application, if approved, will allow for the development of a mixed use development consisting of commercial uses, multifamily uses, and light manufacturing uses on approximately 107 acres, located southeast of the intersection of US-75 and Shepard Rd.

The project parcel is currently zoned MF-1.5, which allows for heavy manufacturing at the entrance to the City of Sherman. All adjacent developments are either also zoned Commercial, adjacent to public ROW, or beyond Sherman City limits, so the proposed use will be compatible with the adjacent properties. All proposed uses are permissible within the intended zoning districts.

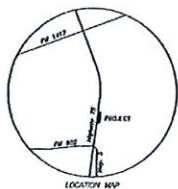
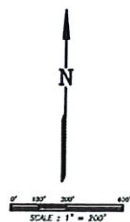
With an approved Zoning Compliance Plan, the 107 acre development will be host to a mixed variety of uses catering to Sherman residents. The light manufacturing uses can provide stable jobs and offer local businesses a convenient location off of US-75. The commercial uses along US-75 and Sheppard will allow local businesses to capture business from both local traffic and travelers. The Commercial zone will also provide more traditional office uses for local businesses to flourish in the City of Sherman, in addition to offering necessary services for residents. The proposed multifamily residential will offer the local workforce that drives Sherman a quality residence. With the nearby Texas Instruments Campus, the multifamily will offer a convenient, local working force.

Our team strongly believes that the mixed use zoning changes sought offer a better vision for the entryway to Sherman, and a more stable variety of uses and businesses that allow the City of Sherman to continue to grow, while still maintaining the "Classic Town, Broad Horizon" vision. The entire development team looks forward to working with The City of Sherman to make this vision for the parcel a reality and respectfully request support of this Zoning Change Request.

Respectfully,

Mathias Haubert, P.E.





| LEGEND              |                                       |
|---------------------|---------------------------------------|
| Iron Rod Found      |                                       |
| Iron Rod Set        |                                       |
| Corner Pin          |                                       |
| City Line           |                                       |
| 1/2" Diameter       |                                       |
| Radio Wave          |                                       |
| Telephone Machine   |                                       |
| Telephone Street    |                                       |
| Telephone           |                                       |
| Telephone Marker    |                                       |
| Telephone Protected |                                       |
| DOCT                | Deed Records of Grayson County, Texas |

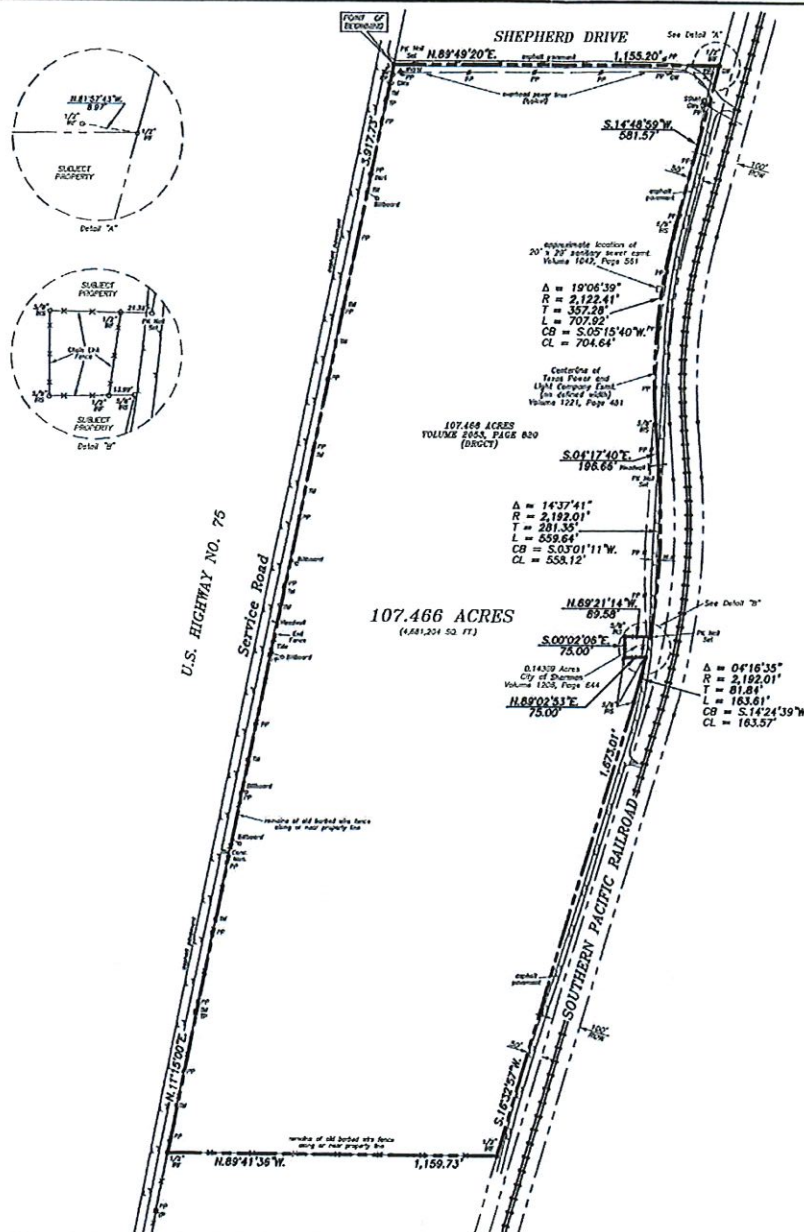
**NOTES**

FLOOD STATEMENT: According to Community Flood No. 485509 0015 B, dated June 04, 1950 of the Federal Emergency Management Agency, National Flood Insurance Program map this property is within Flood Zone "C", which is not a special flood hazard area. If this area is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This statement shall not create liability on the part of the Surveyor.

See subject to reservation of undivided 1/2th non-participating interest in oil, gas and other minerals contained in deed recorded in Volume 1038, Page 693.

See subject to reservation of undivided 1/2th non-participating royalty interest contained in deed recorded in Volume 1711, Page 243.

To the best of our knowledge and belief, the reservation of undivided 1/2th non-participating interest in oil, gas and other minerals contained in deed recorded in Volume 1038, Page 133, dated on April 15, 1955 and does not affect the subject property.



# FIELD NOTE DESCRIPTION

BEGINNING at 107.466 acre tract of land situated in the Benjamin Lindsey Survey, Abstract Number 733, in the City of Sherman, Grayson County, Texas and being all of a 107.466 acre tract of land according to the deed recorded in Volume 2003, Page 810 of the Deed Records of Grayson County, Texas (DOCT) and being more particularly described as follows:

BEGINNING at a PK Nail set for the northeast corner of said 107.466 acre tract of land and being located at the point of intersection of the centerline of Shepherd Drive with the easterly right-of-way line of U.S. Highway No. 75 (a vehicle width right-of-way).

THENCE along or near the centerline of said Shepherd Drive NORTH 89°49'20" EAST a distance of 1,155.20 feet to a 1/2 inch iron rod found for the northeast corner of said 107.466 acre tract of land and being located 50 feet west of and perpendicular to the east right-of-way line of the Southern Pacific Railroad (a 100 feet wide right-of-way);

THENCE along a line 50 feet west of and parallel with the westerly right-of-way line of said Southern Pacific Railroad as follows:

SOUTH 14°08'53" WEST a distance of 661.57 feet to a 5/8 inch iron rod set for the beginning of a curve to the left having a radius of 2,122.41 feet, a chord bearing of South 03°01'11" West and a chord length of 704.64 feet;

Along said curve to the left through a central angle of 17°06'39" for an arc length of 707.92 feet to a 5/8 inch iron rod set for the point of tangency;

SOUTH 64°17'40" EAST a distance of 158.66 feet to a PK Nail set for the beginning of a curve to the right having a radius of 2,122.01 feet, a chord bearing of South 03°01'11" West and a chord length of 558.12 feet;

Along said curve to the right through a central angle of 14°37'41" for an arc length of 559.84 feet to a PK Nail set for the northeast corner of a 0.14379 acre tract to the City of Sherman according to the deed recorded in Volume 2008, Page 814 (DOCT);

THENCE NORTH 89°21'14" WEST a distance of 82.58 feet to a 5/8 inch iron rod set for the northeast corner of said 0.14379 acre tract of land;

THENCE SOUTH 03°01'11" EAST a distance of 75.00 feet to a 5/8 inch iron rod set for the southeast corner of said 0.14379 acre tract of land;

THENCE NORTH 89°02'53" EAST a distance of 75.00 feet to a 5/8 inch iron rod set for the southeast corner of said 0.14379 acre tract of land and being located 50 feet west of and perpendicular to the westerly right-of-way line of said Southern Pacific Railroad and being located in a curve to the right having a radius of 2,122.01 feet, a chord bearing of South 17°24'31" West and a chord length of 143.57 feet;

THENCE along a line 50 feet west of and parallel with the westerly right-of-way line of said Southern Pacific Railroad as follows:

Along said curve to the right through a central angle of 04°16'35" for an arc length of 163.57 feet to a 5/8 inch iron rod set for corner;

SOUTH 13°22'57" WEST a distance of 1,473.61 feet to a 1/2 inch iron rod found for the southeast corner of said 107.466 acre tract of land;

THENCE NORTH 89°41'36" WEST a distance of 1,155.73 feet to a 1/2 inch iron rod found for the southeast corner of said 107.466 acre tract of land and being located in the easterly right-of-way line of said U.S. Highway No. 75;

THENCE along the westerly line of said 107.466 acre tract of land with the easterly right-of-way line of said U.S. Highway No. 75 NORTH 17°50'00" EAST a distance of 3,517.73 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 107.466 acres or 4,659,264 square feet of land, more or less, all according to that survey prepared by Austin J. Bedford and Associates, Inc., dated September, 1978 and signed by Austin J. Bedford, Registered Professional Land Surveyor No. 4132, to which reference for all purposes is hereby made.

## SURVEYOR'S CERTIFICATE

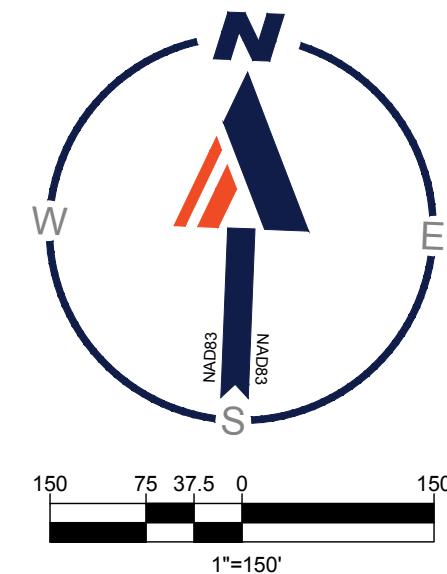
I, Austin J. Bedford, a Registered Professional Land Surveyor in the State of Texas do hereby certify that on the ground survey of the property shown was made under my supervision and that this map correctly represents the facts found at the time of survey and that there are no omissions or alterations, except as shown herein, and that all corner monuments are correct as described herein.

Date

Austin J. Bedford  
Registered Professional Land Surveyor No. 4132  
KURTZ - BEDFORD & ASSOCIATES, INC.  
4222 Forest Road, Suite 2  
Gorham, Texas 75043  
(972) 240-5913

|                                                                                                                                              |                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Checked: J. A. Bedford<br>Dated: September 29, 1978<br>Title: Surveyor<br>Drawn: B. T. Webster<br>Scale: 1" = 200'<br>Sheet: 1 of 1<br>Co: 1 | No. _____<br>Date _____<br>REVISIONS                                                                                                                                                                                                       |
|                                                                                                                                              | Client: CRAIG INTERNATIONAL, INC.<br>4701 W. UNIVERSITY DRIVE<br>MCKINNEY, TEXAS 75070 (972) 529-1371                                                                                                                                      |
|                                                                                                                                              | BENJAMIN LINDSEY SURVEY ABST. NO. 733<br>CITY OF SHERMAN<br>GRAYSON COUNTY, TEXAS                                                                                                                                                          |
|                                                                                                                                              | <b>BOUNDARY AND IMPROVEMENT SURVEY</b><br><b>107.466 ACRES</b><br><b>Kurtz ~ Bedford Associates, Inc. (KBA)</b><br>Consulting Engineers ~ Surveyors<br>4222 Forest Road, Suite 2 • Gorham, Texas 75043 (972) 240-5913 • Fax (972) 240-1166 |





**NOTE:**

1. PARKING SHALL MEET STANDARD OF CITY OF SHERMAN UDO.
2. FIRE LANES SHALL MEET CITY OF SHERMAN STANDARDS.
3. BUILDING DESIGN REQUIREMENTS SHALL BE MET PER ORDINANCE.
4. SECTION 6.13.1 O-1 (75882) OVERLAY DISTRICT: 500 FT. ON EITHER SIDE OF US HWY 75.

SITE PLAN AREA  
±1,669,224 SQ. FT.  
±38.32 ACRES  
(MANUFACTURING)

PROPOSED OFFICE B  
6 BUILDINGS @  
24,000 SF (144,000 SF TOTAL)  
25 PARKING SPACES (150 TOTAL)  
(1 SP / 400 SF OFFICE)  
14 PARKING SPACES (W) (84 TOTAL)  
(1 SP / 1,000 SF WAREHOUSE)

LIGHT INDUSTRIAL  
±240,000 SF  
240 PARKING SPACES  
(1 SP / 1,000 SF)

**LAND USE AND ZONING  
INFORMATION AND NOTES:**

|                                                                                                                          |                                                                                |
|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| APPLICANT:                                                                                                               | DOSTI PARTNERS, LLC                                                            |
| OWNER:                                                                                                                   | 107 PARSONS VENTURE, LTD                                                       |
| PARCEL ID:                                                                                                               | 128723<br>HIGHWAY 75<br>SHERMAN<br>GRAYSON COUNTY, TEXAS                       |
| TOTAL SITE ACREAGE:                                                                                                      | 107.466 AC                                                                     |
| SITE PLAN ACREAGE:                                                                                                       | ±1,669,224 SF (±38.32 AC)                                                      |
| ZONING:                                                                                                                  |                                                                                |
| EXISTING:                                                                                                                | M-1.5 AND O-1 OVERLAY DISTRICT<br>(500' ON EITHER SIDE OF ROW WITH HIGHWAY 75) |
| PROPOSED:                                                                                                                | M-1                                                                            |
| USE:                                                                                                                     |                                                                                |
| EXISTING:                                                                                                                | VACANT                                                                         |
| PROPOSED:                                                                                                                | LIGHT MANUFACTURING                                                            |
| BULK REQUIREMENTS:                                                                                                       | M-1 (LIGHT MANUFACTURING)                                                      |
| MIN. LOT AREA                                                                                                            | N/A                                                                            |
| MIN. LOT FRONTAGE                                                                                                        | N/A                                                                            |
| MIN. BUILDING SETBACK                                                                                                    |                                                                                |
| FRONT SETBACK                                                                                                            | 15'                                                                            |
| SIDE SETBACK (RESIDENTIAL)                                                                                               | 10' (15')                                                                      |
| SIDE ONE (SUM OF BOTH)                                                                                                   | -                                                                              |
| REAR SETBACK (RESIDENTIAL)                                                                                               | 10'                                                                            |
| HIGHWAY CORRIDOR OVERLAY REQUIREMENTS                                                                                    |                                                                                |
| FROM HIGHWAY ROW OR 25' PLUS<br>HEIGHT OF BLDG. WHICHEVER IS<br>GREATER                                                  | 40'                                                                            |
| FROM INTERSECTING STREETS                                                                                                | 15'                                                                            |
| REAR AND SIDE (NON-STREET)                                                                                               | 5'                                                                             |
| PARKING REQUIREMENTS:                                                                                                    |                                                                                |
| PARKING REQUIRED                                                                                                         |                                                                                |
| PROPOSED OFFICE - 6 BUILDINGS @ 24,000 SF (144,000 SF TOTAL)<br>(1 / 400 SF OFFICE) = 25 PARKING SPACES EACH (150 TOTAL) |                                                                                |
| (11,000 SF WAREHOUSE) = 14 PARKING SPACES EACH (84 TOTAL)                                                                |                                                                                |
| LIGHT INDUSTRIAL ±240,000 SF<br>(1 SP / 1,000 SF) = 240 PARKING SPACES                                                   | 551 SPACES                                                                     |
| STORAGE FACILITY ±77,000 SF<br>(1 SP / 1,000 SF) = 77 PARKING SPACES                                                     |                                                                                |
| PARKING PROVIDED                                                                                                         | 694 SPACES                                                                     |
| GROSS FLOOR AREA                                                                                                         | 1.5 X LOT AREA                                                                 |
| MAX. FAR                                                                                                                 | 1.5                                                                            |
| MAX. BUILDABLE AREA                                                                                                      | 75%                                                                            |
| MAX. BUILDING HEIGHT                                                                                                     | 100'                                                                           |

**NOTE:**

FOR RIGHT-OF-WAY LAND USE  
INFORMATION, REFER TO  
"PROP. OVERALL SITE PLAN".

|                    |               |
|--------------------|---------------|
| MANUFACTURING      |               |
| ACREAGE:           | ±38.32 ACRES  |
| PARCEL SF:         | ±1,669,224 SF |
| PROPOSED ZONING:   | M-1           |
| FLEX OFFICE:       |               |
| PARCEL SF:         | 566,566 SF    |
| HARD SURFACE AREA: | 375,627 SF    |
| LANDSCAPE AREA:    | 190,939 SF    |
| TOTAL BUILDING SF: | 132,000 SF    |
| FLOOR/AREA RATIO:  | 0.23          |
| STORAGE FACILITY   |               |
| PARCEL SF:         | 214,546 SF    |
| HARD SURFACE AREA: | 140,827 SF    |
| LANDSCAPE AREA:    | 73,719 SF     |
| TOTAL BUILDING SF: | 77,000 SF     |
| FLOOR/AREA RATIO:  | 0.36          |
| LIGHT INDUSTRIAL   |               |
| PARCEL SF:         | 888,112 SF    |
| HARD SURFACE AREA: | 500,982 SF    |
| LANDSCAPE AREA:    | 387,130 SF    |
| TOTAL BUILDING SF: | 239,000 SF    |
| FLOOR/AREA RATIO:  | 0.27          |

**PROP. M-1 SITE PLAN**

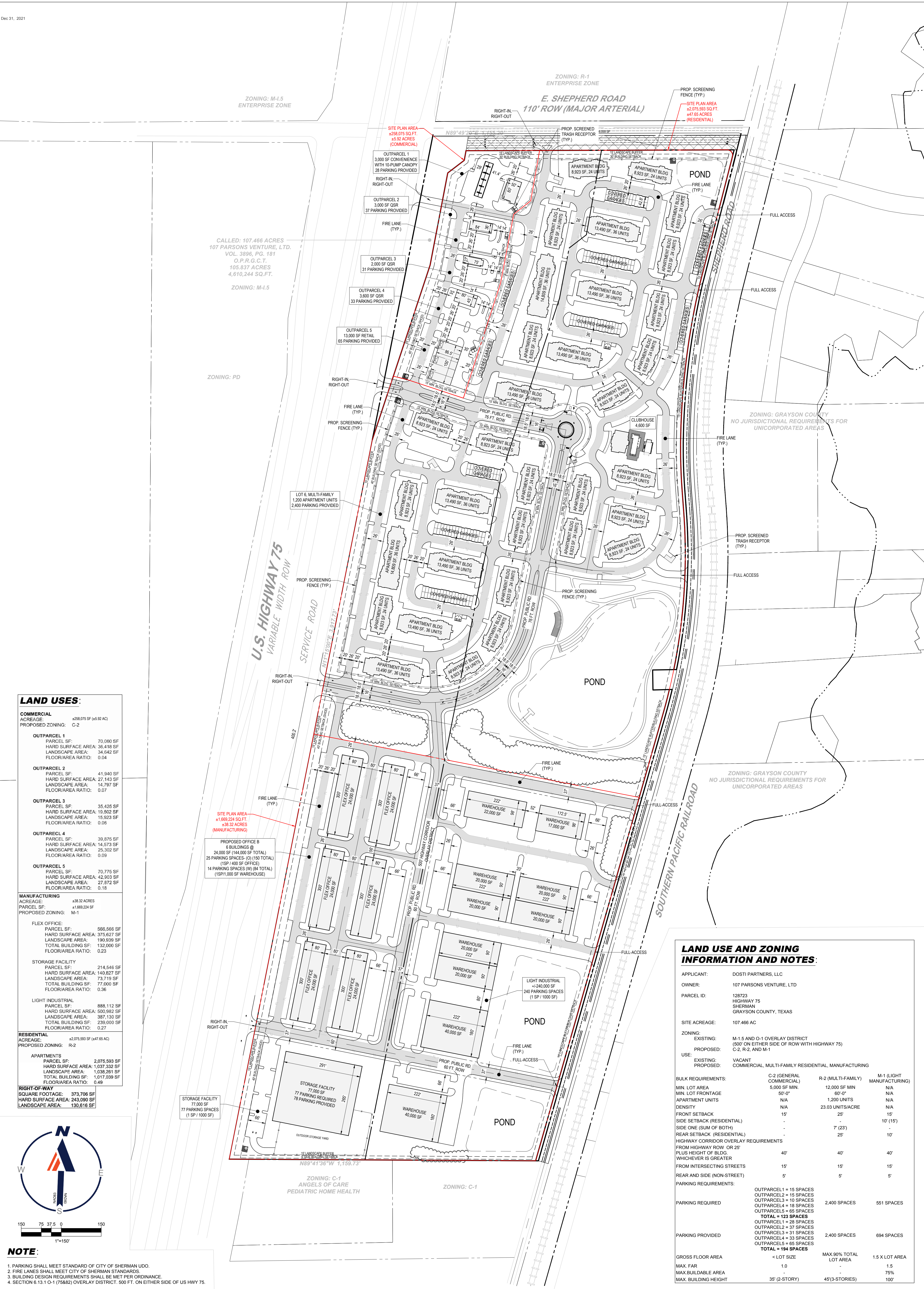
**BOHLER**

6017 MAIN STREET  
FRISCO, TX 75034  
Phone: (469) 458-7300  
**TX@BohlerEng.com**  
TBPE No. 18065 | TBPLS No. 10194413

DOSTI PARTNERS, LLC

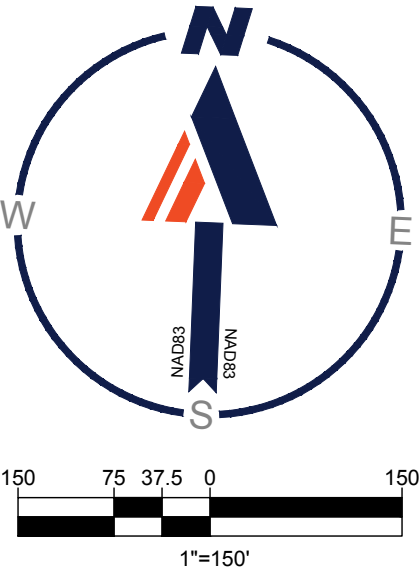
SHERMAN, TX 75090





LAND USES:

|                      |                                                                                                                                                         |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| COMMERCIAL           | ACREAGE: ±258.075 AC (±5.92 AC)                                                                                                                         |
| PROPOSED ZONING: C-2 |                                                                                                                                                         |
| OUTPARCEL 1          | PARCEL SF: 70,060 SF<br>HARD SURFACE AREA: 36,418 SF<br>LANDSCAPE AREA: 34,642 SF<br>FLOOR/AREA RATIO: 0.04                                             |
| OUTPARCEL 2          | PARCEL SF: 41,940 SF<br>HARD SURFACE AREA: 27,143 SF<br>LANDSCAPE AREA: 14,797 SF<br>FLOOR/AREA RATIO: 0.07                                             |
| OUTPARCEL 3          | PARCEL SF: 35,425 SF<br>HARD SURFACE AREA: 19,502 SF<br>LANDSCAPE AREA: 15,923 SF<br>FLOOR/AREA RATIO: 0.06                                             |
| OUTPARCEL 4          | PARCEL SF: 39,875 SF<br>HARD SURFACE AREA: 14,573 SF<br>LANDSCAPE AREA: 25,302 SF<br>FLOOR/AREA RATIO: 0.09                                             |
| OUTPARCEL 5          | PARCEL SF: 70,775 SF<br>HARD SURFACE AREA: 42,903 SF<br>LANDSCAPE AREA: 27,872 SF<br>FLOOR/AREA RATIO: 0.18                                             |
| MANUFACTURING        | ACREAGE: ±38.32 ACRES<br>PARCEL SF: ±1,669,224 SF<br>PROPOSED ZONING: M-1                                                                               |
| FLEX OFFICE:         | PARCEL SF: 566,566 SF<br>HARD SURFACE AREA: 375,627 SF<br>LANDSCAPE AREA: 190,939 SF<br>TOTAL BUILDING SF: 132,000 SF<br>FLOOR/AREA RATIO: 0.23         |
| STORAGE FACILITY     | PARCEL SF: 214,546 SF<br>HARD SURFACE AREA: 140,827 SF<br>LANDSCAPE AREA: 73,719 SF<br>TOTAL BUILDING SF: 77,000 SF<br>FLOOR/AREA RATIO: 0.36           |
| LIGHT INDUSTRIAL     | PARCEL SF: 888,112 SF<br>HARD SURFACE AREA: 500,982 SF<br>LANDSCAPE AREA: 387,130 SF<br>TOTAL BUILDING SF: 236,000 SF<br>FLOOR/AREA RATIO: 0.27         |
| RESIDENTIAL          | ACREAGE: ±2,075.593 AC (±47.55 AC)                                                                                                                      |
| PROPOSED ZONING: R-2 |                                                                                                                                                         |
| APARTMENTS           | PARCEL SF: 2,075,593 SF<br>HARD SURFACE AREA: 1,037,332 SF<br>LANDSCAPE AREA: 1,038,261 SF<br>TOTAL BUILDING SF: 1,017,039 SF<br>FLOOR/AREA RATIO: 0.49 |
| RIGHT-OF-WAY         | SQUARE FOOTAGE: 373,706 SF<br>HARD SURFACE AREA: 243,090 SF<br>LANDSCAPE AREA: 130,616 SF                                                               |



NOTE:

1. PARKING SHALL MEET STANDARD OF CITY OF SHERMAN UDO.
2. FIRE LANES SHALL MEET CITY OF SHERMAN STANDARDS.
3. BUILDING DESIGN REQUIREMENTS SHALL BE MET PER ORDINANCE.
4. SECTION 6.13.1 O-1 (75&82) OVERLAY DISTRICT. 500 FT. ON EITHER SIDE OF US HWY 75.

LAND USE AND ZONING INFORMATION AND NOTES:

|                                                                    |                                                                                                                                                      |                                                     |                           |
|--------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|---------------------------|
| APPLICANT:                                                         | DOSTI PARTNERS, LLC                                                                                                                                  |                                                     |                           |
| OWNER:                                                             | 107 PARSONS VENTURE, LTD                                                                                                                             |                                                     |                           |
| PARCEL ID:                                                         | 128723                                                                                                                                               |                                                     |                           |
|                                                                    | HIGHWAY 75 SHERMAN GRAYSON COUNTY, TEXAS                                                                                                             |                                                     |                           |
| SITE ACREAGE:                                                      | 107.466 AC                                                                                                                                           |                                                     |                           |
| ZONING:                                                            | M-1.5 AND O-1 OVERLAY DISTRICT (500' ON EITHER SIDE OF ROW WITH HIGHWAY 75) C-2, R-2, AND M-1                                                        |                                                     |                           |
| USE:                                                               | EXISTING:                                                                                                                                            | VACANT                                              |                           |
|                                                                    | PROPOSED:                                                                                                                                            | COMMERCIAL, MULTI-FAMILY RESIDENTIAL, MANUFACTURING |                           |
| BULK REQUIREMENTS:                                                 | C-2 (GENERAL COMMERCIAL)                                                                                                                             | R-2 (MULTI-FAMILY)                                  | M-1 (LIGHT MANUFACTURING) |
| MIN. LOT AREA                                                      | 5,000 SF MIN.                                                                                                                                        | 12,000 SF MIN                                       | N/A                       |
| MIN. LOT FRONTAGE                                                  | 50'-0"                                                                                                                                               | 60'-0"                                              | N/A                       |
| APARTMENT UNITS                                                    | N/A                                                                                                                                                  | 1,200 UNITS                                         | N/A                       |
| DENSITY                                                            | N/A                                                                                                                                                  | 23.03 UNITS/ACRE                                    | N/A                       |
| FRONT SETBACK                                                      | 15'                                                                                                                                                  | 25'                                                 | 15'                       |
| SIDE SETBACK (RESIDENTIAL)                                         | -                                                                                                                                                    | -                                                   | 10' (15')                 |
| SIDE ONE (SUM OF BOTH)                                             | -                                                                                                                                                    | 7' (23')                                            | -                         |
| REAR SETBACK (RESIDENTIAL)                                         | -                                                                                                                                                    | 25'                                                 | 10'                       |
| HIGHWAY CORRIDOR OVERLAY REQUIREMENTS                              |                                                                                                                                                      |                                                     |                           |
| FROM HIGHWAY ROW, OR 25' PLUS HEIGHT OF BLDG. WHICHEVER IS GREATER | 40'                                                                                                                                                  | 40'                                                 | 40'                       |
| FROM INTERSECTING STREETS                                          | 15'                                                                                                                                                  | 15'                                                 | 15'                       |
| REAR AND SIDE (NON-STREET)                                         | 5'                                                                                                                                                   | 5'                                                  | 5'                        |
| PARKING REQUIREMENTS:                                              |                                                                                                                                                      |                                                     |                           |
| PARKING REQUIRED                                                   | OUTPARCEL1 = 15 SPACES<br>OUTPARCEL2 = 15 SPACES<br>OUTPARCEL3 = 10 SPACES<br>OUTPARCEL4 = 18 SPACES<br>OUTPARCEL5 = 65 SPACES<br>TOTAL = 123 SPACES | 2,400 SPACES                                        | 551 SPACES                |
| PARKING PROVIDED                                                   | OUTPARCEL1 = 26 SPACES<br>OUTPARCEL2 = 37 SPACES<br>OUTPARCEL3 = 31 SPACES<br>OUTPARCEL4 = 33 SPACES<br>OUTPARCEL5 = 65 SPACES<br>TOTAL = 194 SPACES | 2,400 SPACES                                        | 694 SPACES                |
| GROSS FLOOR AREA                                                   | < LOT SIZE                                                                                                                                           | MAX.90% TOTAL LOT AREA                              | 1.5 X LOT AREA            |
| MAX. FAR                                                           | 1.0                                                                                                                                                  | -                                                   | 1.5                       |
| MAX.BUILDABLE AREA                                                 | -                                                                                                                                                    | -                                                   | 75%                       |
| MAX. BUILDING HEIGHT                                               | 35' (2-STORY)                                                                                                                                        | 45'(3-STORIES)                                      | 100'                      |

**BOHLER**

6017 MAIN STREET  
FRISCO, TX 75034  
Phone: (469) 458-7300  
**TX@BohlerEng.com**  
TBPE No. 18065 | TBPLS No. 10194413

**PROP. OVERALL SITE PLAN**

DOSTI PARTNERS, LLC

SHERMAN, TX 75090



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**STAFF REVIEW LETTER**

January 3, 2022

107 Parsons Venture LTD  
6850 TPC Dr., Ste. 104  
McKinney, TX 75070

Bohler Engineering  
6017 Main Street  
Frisco, TX 75034

Dosti Partners, LLC  
2504 Loftsmoor Lane  
Plano, TX 75025

Kurtz-Bedford Associates, Inc  
4222 Rosehill Rd., Ste. 2  
Garland, TX 75043

Dear Applicants,

The request for a zone change and site plan approval under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to a C-1 (Retail Business) District, R-2 (Multi-Family Residential) District and M-1 (Light Manufacturing) District located in the 7000-7600 blocks of South U.S. Highway 75 has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, January 11, 2022 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

**Zoning – Tract 1 – R-2 (Multi-Family Residential) District:**

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-2 (Multi-Family Residential) District, the O-1 (75 & 82) Overlay District, the Sign Ordinance, the Fence Ordinance and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.4; Sec. 6.13.1, Sec. 7(13), Section 7 (14) and Sec. 17*).
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
4. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 6.4 and Section 7, Subsection 10(b)*)
5. All finishes shall be masonry or masonry veneer. (*Chapter 14, Exhibit A, Section 6.13.1*)
6. The trash dumpster will need to be located inside the main building area and screened. (*Chapter 14, Exhibit A, Section 7, Subsection 13(d)(4)*)
7. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right-of-way. (*Chapter 14, Exhibit A, Section 6.13.1, Subsection 6 (c)(2)*).
8. Screening of the property is required. (*Chapter 14, Exhibit A, Section 7, Subsection 13(d)*)
9. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
10. The site plan is conceptual and will require final site plan approval from the Planning and Zoning Commission.



11. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article. 13.11*)
12. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
13. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.
14. Any nonconforming signs will need to be removed before building permits will be issued.

**Zoning – Tract 2 – C-1 (Retail Business) District:**

15. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (Retail Business) District, the O-1 (75 & 82) Overlay District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.6; Sec. 6.13.1, Sec. 7(13), Section 7 (14) and Sec. 17*).
16. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
17. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
18. The required parking requirement shall be determined by use.
19. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
20. A parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
21. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right-of-way. (*Chapter 14, Exhibit A, Section 6.13.1, Subsection 6 (c)(2)*).
22. The trash dumpster must be located inside the main building area. (*Chapter 14, Exhibit A, Section 7, Subsection 13(d)(4)*)
23. The site plan is conceptual, a more detailed site plan will require additional approval from the Planning and Zoning Commission.
24. Any nonconforming signs will need to be removed before building permits will be issued.
25. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article. 13.11*)
26. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
27. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

**Zoning – Tract 3 – M-1 (Light Manufacturing) District:**

28. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the M-1 (Light Manufacturing) District, the Fence Ordinance and the Sign Ordinance. (*Chapter 14, Exhibit A, Sec. 6.8; Sec. 7(13) and Sec. 7(14)*).
29. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
30. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). (*Chapter 14, Exhibit A, Section 7, Subsection 10(h)*)
31. The required parking requirement shall be determined by use.



32. The site plan is conceptual, a more detailed site plan will require additional approval from the Planning and Zoning Commission.
33. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
34. A parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
35. Impact fees will be required if the property was not platted before June 7, 2021 (*Chapter 13, Article 13.11*)
36. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
37. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.
38. Any nonconforming signs will need to be removed before building permits will be issued.

Engineering:

39. Check with United States Postal Service (972-393-6326) for establishing the method or mode of mail delivery, the type of mailbox and location of the mailbox for each street delivery address. Centralized delivery is the preferred method of mail delivery.
40. Coordinate with Engineering Department regarding traffic concerns of proposed development/site plan.
41. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
42. Platting of the property is required. *Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004*
43. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
44. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I)*
45. Sanitary Sewer main must be extended in accordance with City criteria to serve proposed Lot. Sewer capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
46. Internal water and sewer lines will be privately owned and maintained.
47. Verify fire requirements and code compliance with Fire Marshal. *Code of Ordinances Chapter 3.02(c)*
48. Water Pro-rata will be due at the time of development. *Code of Ordinances Chapter 13, Sec. 13.07.282*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,



Rob Rae

Acting Secretary, Planning and Zoning Commission and Board of Adjustments

CC:      Robby Hefton, City Manager  
         Clint Philpott, Asst. City Manager  
         Wayne Lee, P.E., Director of Engineering  
         Tom Pruitt, Utility Engineer  
         The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

         Billy Hartsfield, Fire Marshal  
         Amber Doan, Engineering Coordinator  
         Christopher Armstrong, Asst. City Engineer





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

**Agenda Item No. 7.**

**Meeting Date:** 01/11/2022

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

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

---

**Requested Action/Proposed Use:**

**7000-7600 BLOCKS SOUTH U.S. HIGHWAY 75**

The request of 107 Parsons Venture LTD (Owner), Dosti Partners, LLC (Prospective Buyer), Bohler Engineering (Civil Engineer), Kurtz-Bedford Associates, Inc. (Surveyor) concerning the property in the 7000-7600 blocks of South U.S. Highway 75, being 107.466 acres in the Benjamin Lindsey Survey, Abstract No. 733; as follows;

***Planning and Zoning Commission***

- A. **Tract 1** – Being 46.962 acres in the Benjamin Lindsey Survey, Abstract No. 733 - Zone change and conceptual site plan approval under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to an R-2 (Multi-Family Residential) District.
- B. **Tract 2** – Being 10.113 acres in the Benjamin Lindsey Survey, Abstract No. 733 - Zone change and conceptual site plan approval under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District.
- C. **Tract 3** – Being 46.130 acres in the Benjamin Lindsey Survey, Abstract No. 733 - Zone change and conceptual site plan approval under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to an M-1 (Light Manufacturing) District/O-1 (75 & 82) Overlay District.

**Background:**

The property is located in the 7000-7600 blocks of South U.S. Highway 75; the southeast corner of Highway 75 and Shepherd Drive. The property is zoned an M-1.5 (Medium Manufacturing) District. The owner is requesting a zone change to allow a mixed use development consisting of commercial, multi-family and light manufacturing uses on approximately 107 acres. This request was tabled at the December 14, 2021 Planning and Zoning Commission Meeting.

**Adjacent Zoning:**

R-1 (One-Family Residential) District  
C-1 (Retail Business) District

**Origination:**

107 Parsons Venture LTD (Owner)  
Dosti Partners, LLC (Prospective Buyer)  
Bohler Engineering (Civil Engineer)  
Kurtz-Bedford Associates, Inc. (Surveyor)

**Master Plan Designation:**

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

**Number of notices mailed:**

3

**Objections Received:**

0

**Development Review Meeting:**

Yes

---

**Attachments**

Location Map  
Zoning Map  
Zoning Sign Photo  
Narrative  
Survey  
Overall Site Plan  
Site Plan R-2  
Site Plan C-2  
Site Plan M-1  
Rezoning Site Rendering  
Staff Review Letter

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# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Regular Meeting

D. 5.

**Meeting Date:** 02/07/2022

**Prepared By:** Rob Rae, Director of Development Services

**Approved By:** Robby Hefton, City Manager

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### **Caption:**

#### **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6457**

Amending Chapter 14 of the Code of Ordinances, City of Sherman, Texas, Entitled "Zoning Ordinance", Article 14.04, Entitled "General Zoning Ordinance", at Exhibit A, Entitled "General Zoning Ordinance", Section 6.12, Entitled "PD (Planned Development) District"; Providing For Inclusion In The Code Of Ordinances; Modifying Certain Regulations Relating to the PD (Planned Development) District; Providing a Repealing Clause, a Severability Clause and a Penalty Clause; Providing a Penalty not to Exceed \$2,000.00

### **Issue:**

Consider updates to Section 6.12 of the General Zoning Ordinance entitled Planned Development District. A summary of the recommended updates include the following:

- Updates to regulations related to the "Modifications and Amendments to PD Districts." Providing additional detail on major modifications that require approval from Planning & Zoning and City Council and minor modifications that can be approved administratively such as architectural and landscaping standards (Subsection 9).
- Additional detail on required content to be included in PD Development Plans (Subsection 5(a)).
- Recommended legal updates throughout Section 6.12 for consistency with State legislation and City ordinances.

Staff worked closely with the City Attorney to make these recommended updates to the Planned Development District regulations.

### **Background:**

The Planned Development Ordinance was adopted March 18, 2019 by Ordinance 6186. The Planned Development (PD) district is a tool intended to facilitate the planning, design, and development of integrated land uses on large tracts of that cannot be adequately accommodated in other zoning districts. A PD 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. To date, four PD Districts have been adopted by ordinance in the City of Sherman: The Village, Bel Air Village, Heritage Ranch, and Shepherd's Place.



This update to the Planned Development Ordinance is a result of requests from developers to make modifications and amendments to already approved PD Development Plans. The recommended language provides guidance on the process to allow for changes to PD Development Plans once they have been adopted by ordinance. Major Modifications to Development Plans will be required to get Planning and Zoning and City Council approval, while Minor Modifications allow staff to approve specific changes such as architectural or landscaping regulations administratively.

**Origination:**

Staff

**Financial Consideration:**

None

**Staff Recommendation:**

At the January 11, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Planned Development Ordinance be updated.

**Alternatives:**

The City Council could modify or deny the request.

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**Attachments**

Ordinance No. 6457

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**ORDINANCE NO. 6457**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES, CITY OF SHERMAN, TEXAS, ENTITLED “ZONING ORDINANCE”, ARTICLE 14.04, ENTITLED “GENERAL ZONING ORDINANCE”, AT EXHIBIT A, ENTITLED “GENERAL ZONING ORDINANCE”, SECTION 6.12, ENTITLED “PD (PLANNED DEVELOPMENT) DISTRICT”; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; MODIFYING CERTAIN REGULATIONS RELATING TO THE PD (PLANNED DEVELOPMENT) DISTRICT; PROVIDING A REPEALING CLAUSE, A SEVERABILITY CLAUSE AND A PENALTY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, the City Council of the City of Sherman, Texas (“City Council”) has investigated and determined that Chapter 14, Article 14.04 (General Zoning Ordinance), Exhibit A (General Zoning Ordinance), Section 6.12 (PD (Planned Development) District) of the Code of Ordinances of the City of Sherman, Texas (“City” or “Sherman”) should be amended as provided herein; and

**WHEREAS**, Sherman has complied with all legal notices and public hearings as required by law; and

**WHEREAS**, the City Council finds that it will be advantageous, beneficial and in the best interest of the citizens of Sherman to amend the Code of Ordinances as set forth below.

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

**SECTION 1.** That Chapter 14, Article 14.04 of the Code of Ordinances of the City of Sherman, Texas, is hereby amended at Exhibit A, Section 6.12 (PD (Planned Development) District) as follows<sup>1</sup>:

**“Sec. 6.12. PD (Planned Development) District.**

- (1) **Introduction.** The Planned Development (PD) district 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. A PD 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

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<sup>1</sup> Deletions are evidenced by ~~strikethrough~~; additions are *italicized*.

regulations.

(2) Intent and Purpose.

- (a) A PD district may be used to permit innovative and superior land utilization concepts not permitted by other zoning districts in this ordinance. A PD district can permit greater flexibility and creativity to encourage design plans unique to individual projects that are responsive to changing market conditions. The PD district also provides assurance of high-quality standards and a consistent vision across the scope, scale, and term of the project.
- (b) To ensure that each PD is established to achieve specific, unique planning and design objectives, and to guard against its misuse simply to obtain variances and exceptions for an otherwise conventional development project, PD submittal and approval criteria are provided herein to establish minimum requirements, standards, and procedures.

(3) Establishment of a PD District. The governing body may create a PD district by ordinance through an amendment to the zoning map, pursuant to Section 12 and the procedures established therein. The PD ordinance shall establish the boundaries of the district and assign a project name and number. ~~No base zoning district will be directly paired with a PD district.~~ Any overlay districts that apply to land within the PD project boundaries shall be integrated into the PD district. *Unless specified in the ordinance governing a PD district, all buildings and uses shall comply with all City development requirements. The PD district standards shall conform to all other provisions of the Zoning Ordinance and Code of Ordinances unless specifically excluded or modified in the ordinance governing the PD district. If the standards of a base zoning district are amended, then the most recently amended standards shall apply to a PD district that incorporates base zoning district standards unless the standards have been individually listed within the ordinance governing the PD district as being different from the base zoning district. Base zoning district amendments are applicable to PD districts and do not require special notice to be provided to the properties within a PD district.*

(4) Minimum Qualification of a Proposed PD District. To be eligible for consideration, a proposed PD district shall adhere to the following:

- (a) Minimum Size. A PD district shall be established with a minimum of 200 *contiguous* acres, sufficient to accommodate a large master-planned community. The City Council may consider requests for a PD smaller than 200 *contiguous* acres if it is demonstrated that the project satisfies all other eligibility and approval criteria except for the minimum size. In no case shall the development area of a new PD district be less than 100 acres.
- (b) Mix of Land Uses. To ensure a mix of supporting and integrated land uses, a PD district ~~should shall~~ contain ~~at least~~ *a mixture of the following:*
  - \* two housing types (single-family, attached housing/townhouse, or multifamily);
  - \* retail, office, business/employment; and/or
  - \* a public destination (large park, public plaza, town center, school/library, or



similar community gathering place).

Each of the above uses shall be of large enough area to demonstrate capacity as an integral component of the overall land-use mix within the project. At the discretion of the City, the area, density, and intensity of each proposed land use shall be evaluated by staff for overall compliance with existing plans and PD requirements.

- (5) Planned Development Components. The Director shall ensure that a completed application related to a PD district has been submitted by the applicant that includes the information and materials necessary to render an informed decision. The applicant shall prepare a Statement of Justification for the PD district to explain ~~the rational basis for~~ why the proposed project should be accommodated with a PD in lieu of conventional base zoning. The Director shall clearly describe and publish required information for each component. During review, the Director, Planning and Zoning Commission and/or the City Council may require the submission of additional information as needed to meet the objectives of these requirements.

(a) The PD ordinance shall comprise the following components:

- (1) Development Plan. *The Development Plan contains the written terms and standards necessary to ensure compliance with the PD objectives and approved plans. The Development Plan shall include the following:*
- (i) *Introduction – A narrative of PD purpose, intent, and guiding principles.*
  - (ii) *Site and Building Standards – A list or table of permitted land uses and associated special development standards within the district, including, but not limited to, intensity, density, lot dimensions and coverage, setbacks, building height, and floor-to-area ratio.*
  - (iii) *Architectural Standards – To regulate residential and commercial architectural elements and treatments related to the façade materials, roofs, service areas and other elements and standards.*
  - (iv) *Landscaping Standards – To guide development of private and public areas of green space and landscape elements such as signage, lighting, screening, and parking.*
  - (v) *Parks and Open Space Standards – To demonstrate open space and park standards including types of amenities, trail connections, and the responsibility of management of parks and open space within the Planned Development.*
  - (vi) *Conceptual Plan Map – See Subsection (5)(a)(2) below.*
  - (vii) *Transportation Master Plan Map – To exhibit thoroughfare connections and street circulation.*
  - (viii) *Parks & Open Space Map – To exhibit the location of planned parks and open space. This shall include the location of the parks and open space and a table demonstrating the number of acres that will be used for parks and open space.*

*Proposed Deviations (if any) – To identify deviations from specific City standards for public improvements (e.g., streets, sidewalks, utility easements, etc.).*

- (a) ~~Development Plan.~~ The Development Plan contains the written terms and standards necessary to ensure compliance with the PD objectives and approved plans. The Development Plan shall include a narrative of PD purpose, intent, and guiding principles. The Development Plan shall also include, at a minimum, a list or table of permitted land uses and associated special development standards within the district, including, but not limited to, intensity, density, lot dimensions and coverage, setbacks, building height, floor-to-area ratio, parking, access, screening, landscape elements, signage, lighting, management associations, and other requirements deemed necessary and appropriate by the governing bodies. Graphical and narrative explanations of proposed uses, design integration and compatibility shall demonstrate the applicant's understanding of the proposed regulations. Proposed deviations from specific City of Sherman standards for public improvements (e.g., streets, sidewalks, utility assignments, etc.) shall be similarly detailed in the plan, with concurrence of City staff.
- (b)(2) Conceptual Plan. The Conceptual Plan shall graphically demonstrate the applicant's intent for the development of the proposed Planned Development. The plan exhibit shall show general land use areas, acreages and maximum densities, primary street circulation and access points, floodplains, open space and parkland, pedestrian and trail circulation, and general location of amenities and other programming, if applicable. This plan stage is intended to be neither exhaustive nor absolute and is expected to be refined further in the Detailed Site Plan.
- (c)(b) Detailed Site Plan. The Detailed Site Plan shall refine the Conceptual Plan to show precise locations of land uses, building envelopes and architectural elevations, local street circulation and access points, parking areas, final locations and alignments of pedestrian and trail circulation, park and amenity details, buffering, screening and landscape areas, drainage facility locations, and other details as applicable to the project. For phased PD projects, multiple Detailed Site Plans may be submitted within the project boundaries, but no development shall occur on a site without approval of a Detailed Site Plan. A Traffic Impact Analysis (TIA) may be required from the developer prior to any approvals for the detailed site plan. The traffic consultant must be approved by the City of Sherman.
- (c) *The Development Plan and/or Conceptual Plan shall in no way establish vested rights for the property.*
- (6) Development Criteria. As part of the application review process, the Director, Planning and Zoning Commission, and City Council shall determine whether the proposed PD provides an adequate framework for enhanced land design and integration of uses, and *whether that* the proposal exceeds the minimum standards of the zoning regulations. The Commission and Council may elect to impose supplemental conditions to the Conceptual/Detailed Site Plan and/or Development Plan to ensure justification for approval of the PD. Approval of a PD and subsequent development within the boundaries thereof

shall adhere to the following:

- (a) Consistency with the Comprehensive Plan. As the intent of the PD district is to provide for use and design flexibility, any combination of uses may be considered for the district provided that each use is specifically identified along with any appropriate conditions or limitations. The elements of the proposed PD shall be consistent with and promote the goals of the comprehensive plan.
- (b) Enhanced Project Design. It is the intent of these regulations to encourage excellence in project design for PD districts to further implement the policies contained in the comprehensive plan. In exchange for greater design flexibility, PD districts are expected to exceed the minimum regulatory standards applicable to non-PD districts. The following criteria will be used to evaluate PD project design:
  - (1) The project should be appropriately compatible with surrounding neighborhoods relative to architectural design; scale, massing, and building height; historical character; and disposition and orientation of buildings. Transitions to surrounding development shall be made when the proposed project contains differing use and scale.
  - (2) Land uses, buildings, streets, open space, pedestrian circulation, and landscape should be arranged to produce a cohesive, orderly and creative layout that is complementary and supportive of the mix of uses.
  - (3) The project should preserve the natural resources and historical aesthetic character of the site to the greatest extent practicable. Floodplains and riparian areas including wetlands and stream channels, existing specimen trees, other native woody vegetation, and natural topographical features should be identified, demarcated, and preserved as open areas.
  - (4) A variety of housing product types should be included and integrated in an appropriate manner to provide market options within the development.
  - (5) Streets shall be designed with enhancements to the pedestrian realm including sidewalks and shared-use paths separated from vehicular movement with a vegetated parkway buffer and street trees.
  - (6) The street network shall comprise a hierarchy of street types and demonstrate principles supportive of multi-modal users and enhanced connectivity. Streets shall be designed to accommodate expected users, taking into consideration the characteristics of the site and vicinity, such as connections to the existing street network and pedestrian system improvements, existing structures, and natural features.
  - (7) Residential and non-residential building design should demonstrate enhanced architectural elements such as masonry and finishes. Primary building facades should be oriented towards pedestrians to enhance and activate streetscapes.
  - (8) The project shall include a network of connected, common open spaces for use as community gathering places and recreational resources. The open space network should incorporate amenities such as trails, seating, shade,



lighting, and wayfinding sufficient to accommodate all expected users in compliance with all federal, state, and local jurisdictions. Wherever possible, the open-space network should connect to trails and parks outside of the project.

- (7) Planned Development Approval Authority. The components of a PD district, described in Subsection (5) Planned Development Components, shall be considered by the Planning and Zoning Commission and City Council in the manner described below:
- (a) Conceptual Plan. The Conceptual Plan shall be considered for approval by the City Council along with a Development Plan to establish the PD district, with a recommendation from the Planning and Zoning Commission. In certain cases, following a thorough analysis of the submittal, the Director may recommend to the Planning and Zoning Commission that the project proceed directly to Detailed Site Plan for initial PD establishment. In such instance, the applicant shall submit both a Conceptual Plan and Detailed Site Plan, along with a Development Plan, to the Planning and Zoning Commission for consideration and recommendation to the City Council.
  - (b) Detailed Site Plan. ~~The A Detailed Site Plan shall be considered for approval either by the Planning and Zoning Commission for a PD District initially established with a Conceptual Plan, or by the City Council if submitted for initial PD establishment, provided that the Detailed Site Plan accounts for the entire project site. In the instance that a Detailed Site Plan is submitted for initial PD establishment, the Planning and Zoning Commission shall make a recommendation on the Detailed Site Plan and Development Plan. If changes are proposed to a Development Plan that was initially established with a Conceptual Plan, the Planning and Zoning Commission is granted authority to consider approval of the changes for consistency with the objectives in the original PD district approval or defer the changes to the City Council with a recommendation.~~
  - (c) Development Plan. The Development Plan shall be considered for approval by the Planning and Zoning Commission and City Council accompanied by either a Conceptual Plan or Detailed Site Plan, as established in this section. *Certain amendments to an approved Development Plan may be approved by the Director in accordance with Subsection 6.12(9)*
- (8) Development within a Planned Development District.
- (a) An approved PD district shall regulate the use and development of property within the district boundaries per the Development Plan. All building permits and development requests shall be in accordance with the plan ~~until and unless it is amended by the City Council.~~
  - (b) The PD district shall not modify the procedures of the application or approval process for development or building within the PD district. Such processes shall follow and adhere to the normal procedures and requirements established by these regulations.
- (9) Modifications and Amendments to PD Districts. ~~Revisions or~~ Modifications to adopted regulating documents of a PD district shall be as follows:

- (a) Initiating Request for PD Modifications. Consideration of a modification in any PD district boundary or other PD regulation may be initiated only with the written consent of all owners of property within the PD district boundaries or by the Planning and Zoning Commission or City Council on its own motion when it finds that the public will benefit from consideration of the proposed modification.
- (b)(a) Development Plans. Major Modifications, as defined in subsection (e)(d), to an approved ~~Conceptual~~ Development Plan shall be considered for approval by City Council following recommendation of the Planning and Zoning Commission. Minor Modifications, as defined in subsection (f), may be approved by the Director. Minor modifications approved by the Director shall be memorialized in the City's records and incorporated into the Development Plan approved by ordinance following any amendment approved by the City Council. ~~All other modifications shall be approved by the Planning and Zoning Commission at the time of Detailed Site Plan or subsequent requests following approval.~~
- (c)(b) Conceptual Plans. Major Modifications, as defined in subsection (e)(d), to an approved Conceptual Plan shall be considered for approval by City Council following recommendation of the Planning and Zoning Commission. All other modifications shall be approved by the Planning and Zoning Commission at the time of Detailed Site Plan or subsequent requests following approval.
- (d)(e) Detailed Site Plan. All modifications to an approved Detailed Site Plan shall be approved by the Planning and Zoning Commission.
- (e)(d) Major Modifications. A major modification is described as a change that increases the number of dwelling units/lots or residential density by more than 10 percent; building heights, or lot coverages; a change to primary street connection location; reduction in parkland or open space (without corresponding reduction in dwelling units); a change that alters access, circulation, or infrastructure in a way that would impact surrounding properties; a change to a zoning regulation, PD district boundary, or land uses; a change that does not meet the criteria of a minor modification, as defined in subsection (f); and other changes deemed by the Director to be substantially different than the vision and principles established in the approved PD Development Plan. ~~Areas and alignments shown on the Conceptual Plan may be adjusted and refined at the time of Detailed Site Plan but shall generally represent the vision that was approved upon establishment.~~
- (f) Minor Modifications. A minor modification is described as a change that only affects aesthetic elements of the Development Plan, including but not limited to, architectural standards, landscaping standards, and parks and open space standards that do not include reductions in parkland and open space as defined in subsection (e). Minor modifications do not include a major modification as defined in subsection (e).
- (g) Protest and Notice Requirements. Protests against proposed modifications shall be filed at least seven (7) days before the date of the public hearing. In computing the percentage of land area subject to a protest under Section 211.006(d) of the Texas Local Government Code, the area of the lots or land covered by the specific proposed modification, which may be less than the entire area of land within the

*PD district boundaries, or the lots or land immediately adjoining that area and extending 200 feet from that area, shall be included.*

- (h) Appeals. Any person aggrieved or any official or department of the City affected by any decision or judgment of the Director concerning the interpretation or administration of this subsection (9) may appeal such decision or judgment to the Planning and Zoning Commission. Such appeal shall be taken within a reasonable time, not to exceed ten (10) days of the date of the decision, by filing with the Director and with the Planning and Zoning Commission a notice of appeal specifying the grounds thereof and accompanied by a fee as established by City Council. The Director shall promptly transmit to the Planning and Zoning Commission all papers constituting the record upon which the action appealed from was taken. An appeal stays all proceedings in furtherance of the action taken from, unless the Director from whom the appeal is taken certifies to the Planning and Zoning Commission after the notice of appeal is filed with him, that by reason of facts stated in the certificate, a stay would, in his opinion, cause imminent peril to life and property. In such case, proceedings shall not be stayed other than by a restraining order which may be granted by the Planning and Zoning Commission, on notice to the Director from whom the appeal is taken and on due cause shown. The Planning and Zoning Commission's decision on the appeal shall be final.
- (10) Expiration of Approved PD District. A Detailed Site Plan shall be submitted for approval within two (2) years from the approval of the Conceptual Plan for a minimum of 20 percent of the project area. ~~If a Detailed Site Plan is not submitted within two (2) years or no progress toward completion of the project is made in a five-year period, then the previous approval of the Concept Plan and the Development Plan shall expire. Upon expiration, the land within the boundaries of the PD shall automatically revert to the zoning district in place prior to approval of the PD district. The City Council may elect to extend approval periods of a PD with justification as to why the plans should remain in place.~~
- (11) ~~Revocation of Approved Planned Development Districts. The property owner may request to abandon a PD and nullify an approved PD district by making an application for rezoning to an alternate zoning district. If the City determines that the project fails or ceases to comply with the applicable standards, criteria, or conditions of the PD district ordinance, the City Council may initiate a revocation by rezoning the property to the zoning district prior to the PD district, or another district as may be appropriate."~~

**SECTION 2.** That the Code of Ordinances shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 3.** That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each



section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

**SECTION 4.** That it is hereby officially found and determined that the meeting at which this Ordinance was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

**SECTION 5.** That this Ordinance shall become effective from and after its adoption and publication as required by law.

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

**INTRODUCED** on this the 7<sup>th</sup> day of February, 2022.

**ADOPTED** on this the 7<sup>th</sup> day of February, 2022.

**EFFECTIVE DATE** on this the 7<sup>th</sup> day of February, 2022.

**CITY OF SHERMAN, TEXAS**

**BY:** \_\_\_\_\_  
**DAVID PLYLER, MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

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

**BY:** \_\_\_\_\_  
**RYAN D. PITTMAN, CITY ATTORNEY**

*Dates of publication:* \_\_\_\_\_



# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Regular Meeting

D. 6.

**Meeting Date:** 02/07/2022

**Prepared By:** Rob Rae, Director of Development Services

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6458**

Adopting a Revised Official Zoning Map

**Issue:**

To consider the adoption of a revised official zoning map

**Background:**

Since that last zoning map update, the City Planning and Zoning Commission and the City Council have previously changed the zoning of a number of properties in the City as permitted by law and Chapter 14 of the City's Code of Ordinances. This Ordinance incorporates those changes to reflect the effect of those recent actions on the zoning map. The official zoning map was last adopted by Ordinance No. 6363 on March 1, 2021.

**Origination:**

Development Services

**Financial Consideration:**

None

**Staff Recommendation:**

It is recommended that the City Council adopt the revised official zoning map.

**Alternatives:**

No other alternatives are recommended.

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**Attachments**

Ordinance No. 6458

Official Zoning Map

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## **ORDINANCE NO. 6458**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING A REVISED OFFICIAL ZONING MAP; PROVIDING A PENALTY CLAUSE, REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, the City Planning and Zoning Commission and the City Council have previously changed the zoning of a number of properties in the City as permitted by law and Chapter 14 of the City's Code of Ordinances; and

**WHEREAS**, the City Council now wishes to approve a revised zoning map reflecting all changes in zoning previously made;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS;**

**SECTION 1.** That, from and after the effective date of this Ordinance, the zoning map attached hereto as Exhibit "A" and incorporated herein for all purposes, hereby adopted as the official zoning map for the City of Sherman, superseding and replacing the official zoning map adopted on March 1, 2021, as part of Ordinance No. 2280 of the City of Sherman, Texas.

**SECTION 2.** That the Mayor is hereby authorized and directed to affix his signature to the new map and have his signature attested by the City Clerk.

**SECTION 3.** That all provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

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



**SECTION 5.** That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

**SECTION 6.** That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

**SECTION 7.** That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

**INTRODUCED** on this the 7<sup>th</sup> day of February, 2022.

**ADOPTED** on this the 7<sup>th</sup> day of February, 2022.

**EFFECTIVE DATE** on this the 7<sup>th</sup> day of February, 2022.

**CITY OF SHERMAN, TEXAS**

**BY:** \_\_\_\_\_  
**DAVID PLYLER, MAYOR**

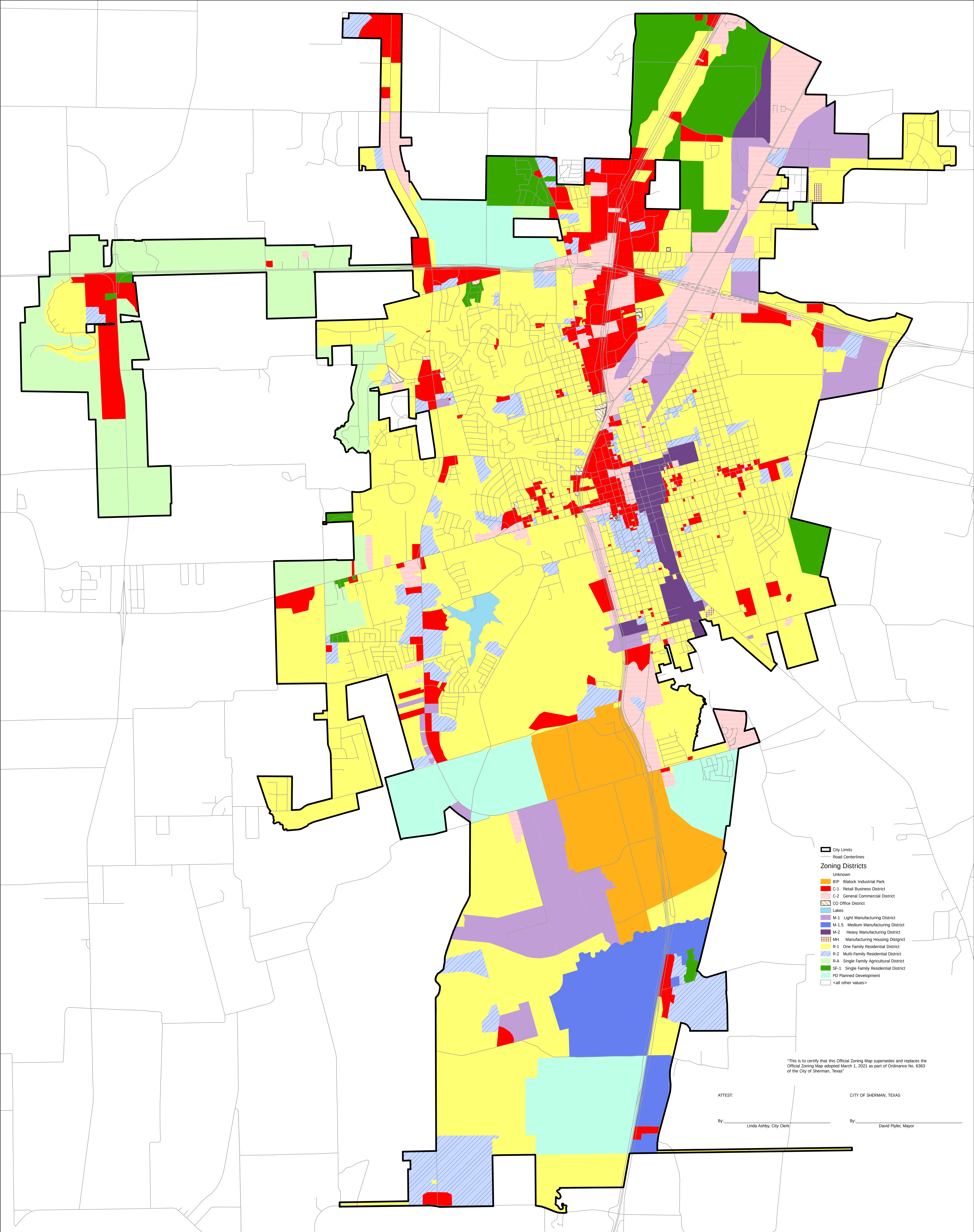
**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

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

**BY:** \_\_\_\_\_  
**RYAN D. PITTMAN,  
CITY ATTORNEY**

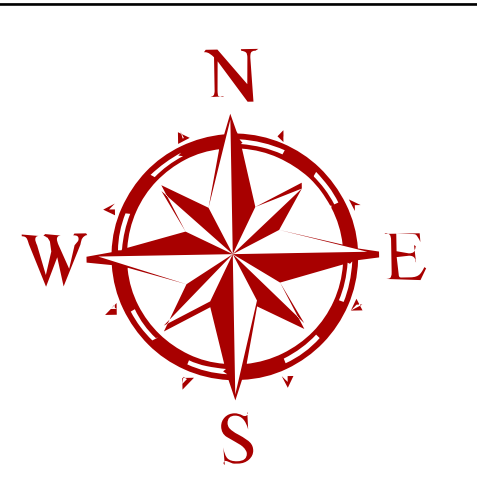




- City Limits  
Road Centerlines
- Zoning Districts**
- Unknown
- BIP Block Industrial Park
  - C-1 Retail Business District
  - C-2 General Commercial District
  - CO Office District
  - Lakes
  - M-1 Light Manufacturing District
  - M-1.5 Medium Manufacturing District
  - M-2 Heavy Manufacturing District
  - MH Manufacturing Housing District
  - R-1 One Family Residential District
  - R-2 Multi-Family Residential District
  - R-A Single Family Agricultural District
  - SF-1 Single Family Residential District
  - PD Planned Development
  - <all other values>

"This is to certify that this Official Zoning Map supersedes and replaces the Official Zoning Map adopted March 1, 2021 as part of Ordinance No. 6363 of the City of Sherman, Texas"

ATTEST: \_\_\_\_\_ CITY OF SHERMAN, TEXAS  
By: Linda Ashby, City Clerk By: David Plyler, Mayor







**City Council Regular Meeting**

**D. 7.**

**Meeting Date:** 02/07/2022

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**ADOPTION OF ORDINANCES**

Consider Adoption of Ordinance Numbers 6453, 6454, 6455, 6456, 6457 & 6458.

**Issue:**

**D. 1      INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6453**

Establishing Maximum, Reasonable and Prudent Rates of Speed along the North Bound Frontage Road of US 75 from FM 1417 to Center Street in the Corporate Limits of Sherman, Grayson County, Texas; Fixing Penalties for Violation Thereof; Declaring an Emergency

**D. 2.      INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6454**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the C-1 (Retail Business) District/O-1 (75 & 82) Overlay District, concerning the property in the 7000-7600 blocks of South U.S. Highway 75, being 10.113 acres in the Benjamin Lindsey Survey, Abstract No. 733 (107 Parsons Venture LTD, Owner; Dosti Partners, LLC, Prospective Buyer; Bohler Engineering, Civil Engineer; Kurtz-Bedford Associates, Inc., Surveyor); Providing for a Penalty not to Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

**D. 3.      INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6455**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-2 (Multi-Family Residential) District, Located in the 7000-7600 Blocks of South U.S. Highway 75, Being 46.962 acres in the Benjamin Lindsey Survey, Abstract No. 733 (107 Parsons Venture LTD, Owner; Dosti Partners, LLC, Prospective Buyer; Bohler Engineering, Civil Engineer; Kurtz-Bedford Associates, Inc., Surveyor); Providing for a Penalty not to Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

**D. 4.      INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6456**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the M-1 (Light Manufacturing) District/O-1 (75 & 82) Overlay District, Located in the 7000-7600 blocks of South U.S. Highway 75, being 46.130 acres in the Benjamin Lindsey Survey, Abstract No. 733 (107 Parsons Venture LTD, Owner; Dosti Partners, LLC, Prospective Buyer; Bohler Engineering, Civil Engineer; Kurtz-Bedford Associates, Inc., Surveyor); Providing for a Penalty not to Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

**D. 5.      INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6457**

Amending Chapter 14 of the Code of Ordinances, City of Sherman, Texas, Entitled "Zoning Ordinance", Article 14.04, Entitled "General Zoning Ordinance", at Exhibit A, Entitled "General Zoning Ordinance", Section 6.12, Entitled "PD (Planned Development) District"; Providing For Inclusion In The Code Of Ordinances; Modifying Certain Regulations Relating to the PD (Planned Development) District; Providing a Repealing Clause, a Severability Clause and a Penalty Clause; Providing a Penalty not to Exceed \$2,000.00



**D. 6.      INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6458**  
Adopting a Revised Official Zoning Map

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# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Regular Meeting

E. 1.

**Meeting Date:** 02/07/2022

**Prepared By:** Wayne Lee, Director of Engineering

**Approved By:** Robby Hefton, City Manager

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### **Caption:**

#### **RESOLUTION NO. 6842**

Authorizing Execution of a Professional Services Agreement with Burgess & Niple, Inc. for the Downtown Wastewater Improvements, Phase 1 Project

### **Issue:**

To consider a contract for professional services with Burgess & Niple, Inc. for the Downtown Wastewater Improvements, Phase 1 Project

### **Background:**

The property owners in the downtown central business district have expressed concern about odors they believe are coming from the sanitary sewer system. On March 1, 2021, City Council approved a Sanitary Sewer Evaluation Study (SSES) to be performed by Burgess & Niple. In October 2021, Burgess & Niple delivered their results of the SSES with a geographical three phase improvement project to address the infrastructure defects they identified. This contract will initially evaluate how those defects should be rehabilitated or replaced, and a future addendum to this contract will be needed for final design of construction drawings.

### **Origination:**

Engineering Department

### **Financial Consideration:**

The total funding needed for this contract is \$184,410.00. Money is still available in 2021 fiscal year budget allocation within TIRZ #2 to be used towards utility improvements within the downtown central business district.

### **Staff Recommendation:**

It is recommended that the contract for professional services with Burgess & Niple, Inc. for the Downtown Wastewater Improvements, Phase 1 Project be approved.

### **Alternatives:**

As may be directed by the City Council

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## **Attachments**

Resolution No. 6842  
Agreement  
Location Map

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**RESOLUTION NO. 6842**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH BURGESS & NIPLE, INC. FOR THE DOWNTOWN WASTEWATER IMPROVEMENTS, PHASE 1 PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Burgess & Niple, Inc. for the Downtown Wastewater Improvements, Phase 1 Project, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS** on this the 7<sup>th</sup> day of February, 2022.

**CITY OF SHERMAN, TEXAS**

**ATTEST:**

**BY: \_\_\_\_\_**  
**LINDA ASHBY, CITY CLERK**

**BY: \_\_\_\_\_**  
**DAVID PLYLER, MAYOR**

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

**BY: \_\_\_\_\_**  
**RYAN D. PITTMAN, CITY ATTORNEY**

## **AGREEMENT FOR PROFESSIONAL ENGINEERING DESIGN SERVICES**

This AGREEMENT or CONTRACT is made and entered into this \_\_\_\_\_ day of February, 2022, by and between the City of Sherman, Texas hereinafter called the OWNER, and Burgess & Niple, Inc., hereinafter called the ENGINEER.

### **RECITALS**

WHEREAS, the OWNER intends to construct Downtown Wastewater Improvements, Phase 1, hereinafter referred to as the PROJECT; and

WHEREAS, the OWNER desires to obtain engineering services in connection with the PROJECT and set forth in the Scope of Services attached hereto as Exhibit "A"; and

WHEREAS, the ENGINEER is acceptable to the OWNER, and is willing to enter into an Agreement with the OWNER to perform such services; and

NOW, in consideration of the premises and mutual covenants contained herein, the OWNER and the ENGINEER agree as follows:

### **CONTRACTUAL UNDERTAKINGS**

#### **SECTION I EMPLOYMENT OF ENGINEER**

The OWNER agrees to employ the ENGINEER and the ENGINEER agrees to furnish engineering design services in connection with the PROJECT as stated in Section II, and for having rendered such services, the OWNER agrees to pay to the ENGINEER compensation as stated in Section VI.

ENGINEER agrees to furnish engineering design services in accordance with the terms and conditions of this AGREEMENT (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

#### **SECTION II CHARACTER AND EXTENT OF SERVICES**

The Basic Engineering Services to be rendered by ENGINEER are to be considered distinguishable from other services and shall be performed as required during the following phases of the PROJECT:

- A. PRELIMINARY ENGINEERING STUDY
- B. DESIGN PHASE – N/A
- C. CONSTRUCTION PHASE – N/A

In addition to the Basic Services, other services related to the PROJECT that may be included by specific authorization are identified herein as "D. SPECIAL SERVICES."

These various services that ENGINEER will perform are more fully described in Exhibit "A" and as follows:

A. PRELIMINARY ENGINEERING STUDY

1. If the OWNER determines that a preliminary engineering study is needed, the ENGINEER will attend a conference with OWNER regarding the scope and requirements of the study needed for the PROJECT.
2. Prepare a preliminary engineering study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the OWNER, to include preliminary layouts, a right-of-way map, sketches, and cost estimates for the PROJECT, and to set forth clearly the ENGINEER's recommendations. Such estimates for probable costs shall be made on the basis of ENGINEER's knowledge, experience and qualifications and represent ENGINEER's judgment as an experienced professional engineer. ENGINEER does not guarantee that proposals, bids, or actual total project costs or total construction costs will not vary from the opinions provided by ENGINEER.
3. Furnish the OWNER all necessary copies of the preliminary engineering report, including preliminary layouts, a right-of-way map, sketches, and cost estimates. All reports in excess of ten (10) copies are to be paid for separately as provided hereinafter.
4. Schedule and attend a preliminary engineering study review meeting with OWNER.

B. DESIGN PHASE

C. CONSTRUCTION PHASE

D. SPECIAL SERVICES

Various services incidental to the project, but not within the scope of the Basic Engineering Services covered by A., B., and C. preceding, which may be performed or arranged for separately by OWNER, or may be added to the ENGINEER's responsibilities by mutual agreement and written authorization include but are not necessarily limited to the following:

1. Field surveys to collect information required for design, including photogrammetry, and related office computations and drafting. All surveys and coordinate information shall be based on the NAD 83 CORS Grid Coordinate System utilizing control monuments established within the City of Sherman.



2. Land surveys, establishment of boundaries and monuments, and related office computations and drafting.
3. Staking of the centerline of the proposed PROJECT for utility coordination. The ENGINEER or its surveyor shall stake the centerline throughout the extent of the PROJECT. The beginning and the end of the PROJECT shall be designated. The points of intersection, points of curvature, and points of tangency of all horizontal curves shall be designated. Stations and half-stations (50-foot and 100-foot) shall be designated throughout the entire PROJECT, on tangential and curvilinear portions. Said centerline control is to be established in a timely fashion as directed by City staff. Said centerline control markings are to be a one-time event and shall be of a nature to last a minimum of eight months.
4. Furnish descriptive instruments related to the acquisition of easements and/or rights-of-way. The description of these parcels should be rotated to match the bearings of the individual deeds. The payment for these instruments will be made on a per parcel basis unless otherwise indicated in Section VI. C. As part of providing instruments for right-of-way acquisition, the Engineer/Surveyor will need to stake the corners of the acquisition after construction is complete. Appearances before hearings for eminent domain proceedings are specifically not included in the specified per parcel payment.
5. Appearances before regulatory agencies.
6. Assistance to the OWNER as an expert witness in any litigation or claim, arising from, or in connection with, the PROJECT.
7. Special investigations involving detailed consideration of operation, maintenance, and overhead expense; preparation of rate schedules; preparation of special reports and an engineer's certificate as required for marketing bonds; earnings and expense statements; preparation of assessment rolls; special feasibility studies; appraisals; valuations; and material audits or inventories required for certification of force account construction performed by the OWNER.
8. Detailed mill, shop, and/or laboratory inspection of materials or equipment.
9. Assist the OWNER in obtaining the services of a qualified geotechnical engineering laboratory to conduct soil and foundation investigations, including test borings, soil tests, and analyses of test results.
10. Travel required of the ENGINEER to perform these Special Services in connection with the PROJECT.
11. Additional reports and Contract Documents in excess of fifteen (15) copies as required for the initiation, bidding, and administration of the PROJECT.

12. Preparation of applications and supporting documents for government grants or planning advances for public works projects.
13. Preparation of report, sketches, drawings, presentations, and permit applications involving environmental, historical, and archaeological considerations.
14. Revision of reports and Construction Contract Documents after specific approval by OWNER, as provided in Section VII.
15. Subsurface Utility Engineering that involves level "A" identification of a utility will be paid per each utility location identified.
16. Subsurface Utility Engineering that involves level "B" identification of a utility will be paid per linear foot.
17. Provide engineering surveys to refresh and re-establish benchmarks and reference points on NAD 83 CORS Grid Coordinate System for construction of the project, one time only. This does not include construction staking.
18. Project Bidding
  - a. Prepare bid set drawings and specifications that address all comments from the final design review and additional information provided by utility relocations and right-of-way negotiations.
  - b. Furnish to the OWNER all necessary copies of approved Construction Contract Documents needed for competitive bidding (plans, specifications, notice to bidders, proposals, etc.). All sets of Construction Contract Documents in excess of fifteen (15) copies are to be paid for separately as provided hereinafter.
  - c. ENGINEER will submit the project plans to the State of Texas for the TAS/ADA review, if required for the PROJECT. ENGINEER will prepare the application and make the submittal. The OWNER will provide a check for the fee based on the construction cost of pedestrian improvements per the submittal requirements. ENGINEER will address comments from the review and revise plans if necessary.
  - d. Assist the OWNER in the advertisement of the PROJECT for competitive bids.
  - e. Assist the OWNER with any Pre-Bidders meetings.
  - f. Assist the OWNER in the opening and tabulation of bids for construction of the PROJECT and recommend to the OWNER as to the proper action on all proposals received.
  - g. Assist in the preparation of formal Construction Contract Documents, provide four (4) copies of contracts to be executed by the contractor, and coordinate their execution by the respective parties.

### **SECTION III AUTHORIZATION OF SERVICES**

No professional services of any nature shall be undertaken by the ENGINEER under this agreement without written authorization from the OWNER.

#### **SECTION IV PERIOD OF SERVICE**

This AGREEMENT shall be effective upon execution by the OWNER and the ENGINEER and shall remain in force until terminated under the provisions hereinafter provided in Section IX.

#### **SECTION V COORDINATION WITH THE OWNER**

The ENGINEER shall hold periodic conferences with the OWNER, or its representatives, to the end that the PROJECT, as perfected, shall have full benefit of the OWNER's experience and knowledge of existing needs and facilities and be consistent with its current policies and construction standards. To implement this coordination, the OWNER shall make available to the ENGINEER for use in planning the PROJECT, all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to existing facilities and to the PROJECT.

#### **SECTION VI THE ENGINEER'S COMPENSATION**

For and in consideration of the services to be rendered by the ENGINEER, the OWNER shall pay and the ENGINEER shall receive the compensation hereinafter set forth for the PRELIMINARY ENGINEERING STUDY of the work and additionally for SPECIAL SERVICES that are in addition to the Basic Engineering Services. All remittances by OWNER of such compensation shall either be mailed or delivered to the ENGINEER's home office as identified in the work authorization.

"Salary Cost" used herein is defined as the cost of salaries of engineers, draftsmen, stenographers, surveyors, clerks, laborers, etc., for time directly chargeable to the PROJECT plus social security contributions, unemployment, excise and payroll taxes, employment compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

- A. Payment for a PRELIMINARY ENGINEERING STUDY shall be due within thirty (30) days after submission and acceptance by the OWNER of the PRELIMINARY STUDY and any applicable reports, sketches, estimates, opinions, etc. This fee shall be the only amount due from OWNER, and ENGINEER shall not be reimbursed for expenses in addition to this fee.

Compensation for the Basic Engineering Services (PRELIMINARY ENGINEERING STUDY, DESIGN, and CONSTRUCTION PHASES) on the work covered by the PROJECT shall not be increased without City Council approved resolution. This fee shall be the only amount due for Basic Engineering Services from OWNER, and ENGINEER shall not be reimbursed for expenses in addition to the fee.



- B. Compensation for SPECIAL SERVICES not covered by the PRELIMINARY ENGINEERING STUDY of Basic Engineering Services provided hereinabove shall be as follows:

For all of ENGINEER's personnel time applied to the SPECIAL SERVICES, on an hourly basis, shall be per Engineer's established hourly rates included as Exhibit "B" to this AGREEMENT.

For all direct non-labor and/or subcontract expense, including mileage, travel and living expenses, invoice or internal office cost plus a ten percent (10%) service charge, provided that all reimbursable expenses are pre-authorized by the OWNER.

Payments to the ENGINEER for authorized SPECIAL SERVICES will be due monthly, upon presentation of monthly statements by the ENGINEER for such services.

- C. It is agreed by both the OWNER and the ENGINEER that the total fees paid under this "Agreement for Professional Engineering Design Services" shall not exceed the following budgeted total without OWNER approval. This fee shall be the only amounts due from OWNER, and ENGINEER shall not be reimbursed for expenses in addition to the fee.

**ENGINEERING FEES:**

**Basic Engineering Services:**

|                                              |                     |
|----------------------------------------------|---------------------|
| Preliminary Engineering Study                | \$ 71,000.00        |
| Design Phase                                 | \$ N/A              |
| Construction Phase                           | \$ N/A              |
| <b>Total Basic Engineering Services Fee:</b> | <b>\$ 71,000.00</b> |

**Authorized Special Services:**

|                                                                                           |                      |
|-------------------------------------------------------------------------------------------|----------------------|
| Design Surveying                                                                          | \$ 33,000.00         |
| Level "A" Subsurface Utility Engineering Investigation up to 10 Test Holes:               | \$ 21,450.00         |
| Level "B" Subsurface Utility Engineering Designating utilities within area not-to-exceed: | \$ 50,050.00         |
| <u>Geotechnical Investigation &amp; Report:</u>                                           | <u>\$ 8,910.00</u>   |
| <b>Total Authorized Special Services</b>                                                  | <b>\$ 113,410.00</b> |

**BUDGETED TOTAL: \$ 184,410.00**

The BUDGETED TOTAL (including Preliminary Engineering Study as shown in Exhibit A) is a maximum of \$184,410.00 and shall not be exceeded without OWNER approval.

## **SECTION VII REVISION OF REPORTS, PLANS, SPECIFICATIONS AND OTHER DOCUMENTS**

The revision and rework of reports, plans, specifications, and other documents during the formative stages as an orderly process in the development of the PROJECT to meet the needs of the OWNER shall be considered as part of the Basic Engineering Services. After a definite plan has been approved by the OWNER, if a decision is subsequently made by the OWNER, which, for its proper execution involves extra services and expenses for changes in, or additions to the drawings, specifications or other documents, or if the ENGINEER is put to labor or expense by delays imposed on him from causes not within its control, such as, but not limited to the re-advertisement of bids or by the delinquency or insolvency of Contractors, the ENGINEER shall be compensated for such extra expense which shall be considered as Special Services, unless the revisions were required due to bids for construction of the PROJECT exceeding the fixed budget limit for the Construction Cost per Section VI.

## **SECTION VIII OWNERSHIP OF DOCUMENTS**

The OWNER shall have unlimited right for the benefit of the OWNER for use in future projects to all drawings, designs, specifications, ENGINEER's designs and structures, notes and other pertinent consultant-engineer work procured in the performance of this AGREEMENT or in contemplation thereof, and all "Record Drawings" produced after completion of the PROJECT work, if any, including the right to use same on any other OWNER work without additional cost to the OWNER. Any use of the aforementioned documents for future projects shall be without use of ENGINEER's name or registration seal and without any liability to the ENGINEER, its agents, employees, subcontractors and consultants. In the event this PROJECT is terminated at any point, plans, drawings, structural designs, specifications and other pertinent consultant-engineer work shall become the property of the OWNER.

## **SECTION IX TERMINATION**

Either party to this AGREEMENT may terminate the AGREEMENT by giving to the other party thirty (30) days notice in writing. Upon delivery of such notice by the OWNER to the ENGINEER, the ENGINEER shall discontinue all services in connection with the performance of the AGREEMENT and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to the AGREEMENT. As soon as practicable after receipt of notice of termination, the ENGINEER shall submit a statement, showing in detail the services performed under the AGREEMENT less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, plans and reports prepared under this AGREEMENT shall be delivered to the OWNER when and if this AGREEMENT is terminated, but subject to the restrictions as to their use, as set forth in Section VIII.

If the AGREEMENT is terminated because of a material breach of this AGREEMENT by the ENGINEER, the OWNER may have the remaining work and services to be performed by the ENGINEER performed by another, and the ENGINEER shall be liable to the OWNER for any additional costs over the contract amount accrued by the OWNER associated with the breach of AGREEMENT.

## **SECTION X SUCCESSORS AND ASSIGNMENTS**

The OWNER and the ENGINEER each binds itself and its successors, executors, administrators and assigns to any other party of the AGREEMENT and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this AGREEMENT. Except as noted above, neither the OWNER nor the ENGINEER shall assign, sublet or transfer its interest in this AGREEMENT without the written consent of the other. Nothing herein shall be constituted as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

## **SECTION XI SPECIAL CONDITIONS**

SPECIAL CONDITIONS CONTAINED IN "AUTHORIZATION OF SERVICES" ISSUED BY OWNER AND ACCEPTED BY ENGINEER WITH SPECIFIC REFERENCE TO THIS AGREEMENT SHALL BECOME A PART HEREOF:

1. SPECIAL SERVICES shall be authorized only by the City Engineer or his duly authorized designee for this AGREEMENT.
2. The total budgeted fee shall not be exceeded without specific written authorization by the City.

## **SECTION XII TIME OF COMPLETION**

The prompt completion of this PROJECT is critical and time is of the essence. Unnecessary delays to the PROJECT shall be grounds for dismissal of the ENGINEER and the termination of this contract without any or further liability to the OWNER other than a prorated payment for necessary and timely work done on the PROJECT to the time of termination. ENGINEER proposes to complete the PRELIMINARY ENGINEERING STUDY if required, PRELIMINARY DESIGN PHASE, INTERMEDIATE DESIGN PHASE, and FINAL DESIGN PHASE for the entire PROJECT within 150 calendar days of the date of the City Council resolution approving the AGREEMENT. This time frame, shall not, except for cause, be exceeded by ENGINEER.



### **SECTION XIII PROFESSIONAL LIABILITY INSURANCE**

Prior to the commencement of design under this AGREEMENT, ENGINEER shall obtain standard comprehensive professional liability insurance coverage in an amount of at least \$21,000,000.00 per occurrence with a \$2,000,000.00 aggregate policy limit per year, covering the services provided under this AGREEMENT, including contractual liability under this AGREEMENT. A "claims made" policy is acceptable subject to coverage being maintained during the course of the PROJECT and up to two (2) years after completion and acceptance of PROJECT by the City. ENGINEER shall maintain such coverage during all phases of engineering services and for two (2) years after substantial completion of the PROJECT. The OWNER shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, or change in limits by endorsement, to the OWNER by certified mail.

### **SECTION XIV INDEMNITY**

**ENGINEER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS ARTICLE XIV) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY ENGINEER, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM ENGINEER IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "ENGINEER" FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF ENGINEER IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE,**

KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN ENGINEER AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE ENGINEER, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. ENGINEER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN ENGINEER IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE ENGINEER FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY ENGINEER THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN ENGINEER'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY ENGINEER IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF ENGINEER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ENGINEER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ENGINEER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN

**SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF ENGINEER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND ENGINEER SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.**

#### **SECTION XV GENERAL INSURANCE**

The ENGINEER shall have \$2,000,000.00 CSL of Automobile Liability Insurance coverage; Statutory Workers' Compensation as required by the Texas Labor Code; \$100,000 per accident, \$300,000 per disease, and \$100,000 per occupational disease per employee of Employer's Liability Insurance; and \$2,000,000 per occurrence with a \$2,000,000.00 aggregate policy limit per PROJECT of Commercial General Liability Insurance with a CG2503. In lieu of the \$2,000,000.00 Commercial General Liability Insurance and the CG2503, the ENGINEER and OWNER may mutually agree to OWNER's and Contractor's Protective Liability Coverage.

The OWNER, City of Sherman, including its officers, officials, employees, Boards and Commissions, and volunteers shall be named as an additional insured by endorsement to the professional and general insurance coverage listed in this CONTRACT, excluding Workers' Compensation and Employers' Liability (for which a waiver of subrogation is required to be issued in favor of the OWNER), with regard to the ENGINEER's activities as required by this CONTRACT. The coverage shall contain no special limitations on the scope of protection afforded to the OWNER, and all premiums arising from the coverage herein shall be the responsibility of the ENGINEER.

#### **SECTION XVI ENGINEER'S SEAL**

The ENGINEER shall place a Texas Professional Engineer's seal of endorsement on documents and engineering data furnished by ENGINEER to the OWNER as required by the Board of Professional Engineers rules.

#### **SECTION XVII VENUE**

Venue for all purposes shall be exclusively in Grayson County, Texas.

#### **SECTION XVIII CHOICE OF STATE**

This AGREEMENT shall be governed by the law of the State of Texas.

**[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK.]**



EXECUTED in three (3) counterparts (each of which is an original) on behalf of ENGINEER shown below, and on behalf of the OWNER this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

OWNER:  
**CITY OF SHERMAN, TEXAS**

ENGINEER:  
**BURGESS & NIPLE, INC.**

\_\_\_\_\_  
Robby Hefton, City Manager

\_\_\_\_\_  
Steven Sanders, Ph.D., P.E., Vice President

ATTEST:

ATTEST:

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

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_  
**CITY ATTORNEY**

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

Scope of services as authorized for the PROJECT shall include:

#### **Task 100: Preliminary Engineering Study**

ENGINEER will provide engineering services including, but not limited to, the following:

1. Prepare a preliminary engineering study and report of the PROJECT in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the OWNER, to include preliminary layouts, a right-of-way map, sketches, and cost estimates for the PROJECT, and to set forth clearly the ENGINEER's recommendations.
2. Compilation of information and data collected from the Geotechnical Engineering Report, Site Survey, and Subsurface Utility Engineer summary.
3. Evaluation of and recommendation for sanitary sewer rehabilitation methods for the PROJECT, specifically CIPP, pipe-bursting, and open-cut trench method
4. ENGINEER's opinion of probable construction cost estimate for recommendation. Such estimates for probable costs shall be made on the basis of ENGINEER's knowledge, experience and qualifications and represent ENGINEER's judgment as an experienced professional engineer. ENGINEER does not guarantee that proposals, bids, or actual total project costs or total construction costs will not vary from the opinions provided by ENGINEER.
5. Preliminary Design Report review meeting with the OWNER.
6. Furnish the OWNER all necessary copies of the preliminary engineering study and report, including preliminary layouts, a right-of-way map, sketches, and cost estimates. All reports in excess of ten (10) copies are to be paid for separately at cost by the OWNER.

#### **Task 200: Geotechnical Engineering Services**

If and as authorized by OWNER, the Geotechnical Engineering Services will include three (3) 20-foot soil borings within the Project Area for laboratory testing and report preparation.

ENGINEER and its geotechnical engineering subcontractor will perform the following services:

1. Initial Project Coordination, Utility Coordination and Field Services
  - a. Review and discussion of initial plans with OWNER for test locations
  - b. Review of utility plans and call Texas One Call for utility markings
  - c. Review of available geologic mapping of Project Area
  - d. Provide drilling services for field testing and obtain soils samples for laboratory testing
  - e. Obtain depth of water table if any is found
2. Laboratory Testing and Report Preparation
  - a. Evaluate and visually classify soil samples
  - b. Evaluate soil samples through a series of laboratory tests to determine engineering properties

- c. Review and analyze the results of the soil testing
- d. Determine engineering properties of the soils and prepare foundation and/or pavement recommendations
- e. Provide an electronic copy and two printed copies of engineering report

### **Task 300: Site Survey**

If and as authorized by OWNER, the Site Survey scope of work for this Project shall include the following:

1. Location of visible franchise utilities (Gas, Telephone/FOC, Electric, Cable, etc.) and associated appurtenances including but not limited to: power poles, guy anchors, manholes, meters, valves, test stations, vaults, handholds, pull boxes, pedestals, controllers, etc. If available, the size, material type, pressure rating, line voltage and utility owner as applicable will be denoted. Visible Texas 811 markings will be shown on the survey. ENGINEER and its surveyor will not be responsible for showing any underground lines that are not marked.
2. Location of visible public utilities (water, wastewater, storm sewer, and telephone/fiber) and associated appurtenances including but not limited to: manholes, cleanouts, meters, services, isolation valves, blow-offs, fire hydrants, inlets, junction boxes, headwalls, wingwalls, rip-rap, aprons and all other appurtenances. Survey will denote size, material type and flow direction, where accessible. Survey will locate top of operation nut elevations for visible utility valves. Accessible utility manholes will be detailed identifying: structure size, material type, rim elevations, measure downs and corresponding flow line and top of pipe elevations for visible pipe wall penetrations. Those accessible upstream and downstream sanitary and storm sewer rim and invert data will be shown.
3. The limits of structure, ground elevation adjacent to those limits, visible roof drain outfalls and finished floor elevation will be shown for all buildings and structures within the proposed survey limits.
4. Provide location, height and material type for fences located within the project limits. Provide the location and material type for retaining walls and provide top and bottom of wall elevations along its length at grade changes.
5. Survey will locate and tie existing right-of-way, property lines and easements, including type, size, volume and page, where applicable. Survey to show lot, block, abstract number, adjacent street names and property address. City and County boundaries will be shown where applicable. Property owner and business names will be shown on the survey. Easements will be shown that are filed of record or those that ENGINEER and its surveyor has been made aware of.
6. Roadways, driveways, alleys and sidewalks will be located and identified on the survey. Existing width and composition of improved surfaces will be shown on the survey. Existing lane markings and signage will be identified on the survey.
7. Survey will locate and tie top, toe and flow lines of existing swales, channels and creeks with the project limits. Survey will locate headwall and wingwalls and denote number, size, material type, flow line and top of pipe elevation for culvert conduit(s).

8. Survey will locate trees 6" or larger in diameter, shrubs and landscaping features and provide identification notes accordingly. Survey will attempt to provide tree common name and caliper as measured approximately four feet off the ground. Major tree and brush lines will be delineated on the survey. Existing visible irrigation structures and planters will be located on this survey.
9. Ponds and waterways within project areas will be detailed and shown on the survey. Survey will attempt to capture the toe of each feature. This estimate includes floating each feature to determine bottom shots.
10. Set permanent and temporary bench marks to be utilized by the contractor. Benchmark and Control Point descriptions shall be provided in the delivered CADD file. The description will include the Horizontal location, measurements to other permanent on-site infrastructure such as telephone poles, water valves, manhole lids, etc. Additionally, the Vertical elevation (as described below) will be included. Control Points shall be properly described and labeled in the CADD drawings.
11. Deliverables shall be in AutoCAD 2021 format Civil 3D CAD files with existing surface created in the file.

#### **Task 400: Subsurface Utility Engineer**

If and as authorized by OWNER, the subsurface utility engineering services will include the following:

1. A Quality Level "B" SUE whereas Quality Level "B" is defined as two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the horizontal position of subsurface utilities within approximately one-foot. Utilities to be designated include gas, telecommunications, electric, traffic signals, storm, water and sanitary sewer.
2. A Quality Level "A" SUE whereas Quality Level "A" is defined as three-dimensional (x,y,z) utility information obtained utilizing non-destructive vacuum excavation equipment to expose utilities at critical points which are then tied down by surveying. Also known as "locating", this quality level provides precise horizontal and vertical positioning of utilities within approximately 0.05 feet. Up to ten (10) Quality Level "A" test holes will be included in the scope of services as determined by the ENGINEER and coordinated with the OWNER.



**EXHIBIT B  
RATE SCHEDULE**

## **Rates Schedule**

**Burgess and Niple, Inc.  
2021 – 2022**

| <b>Classification</b>  | <b>Hourly Rate Range</b> |
|------------------------|--------------------------|
| Principal              | \$265                    |
| Senior Project Manager | \$245 - \$255            |
| Project Engineer       | \$125 - \$165            |
| Designer               | \$100 - \$130            |
| Clerical               | \$90 - \$115             |

## CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ of \_\_\_\_\_ known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said \_\_\_\_\_, a corporation, that (s)he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

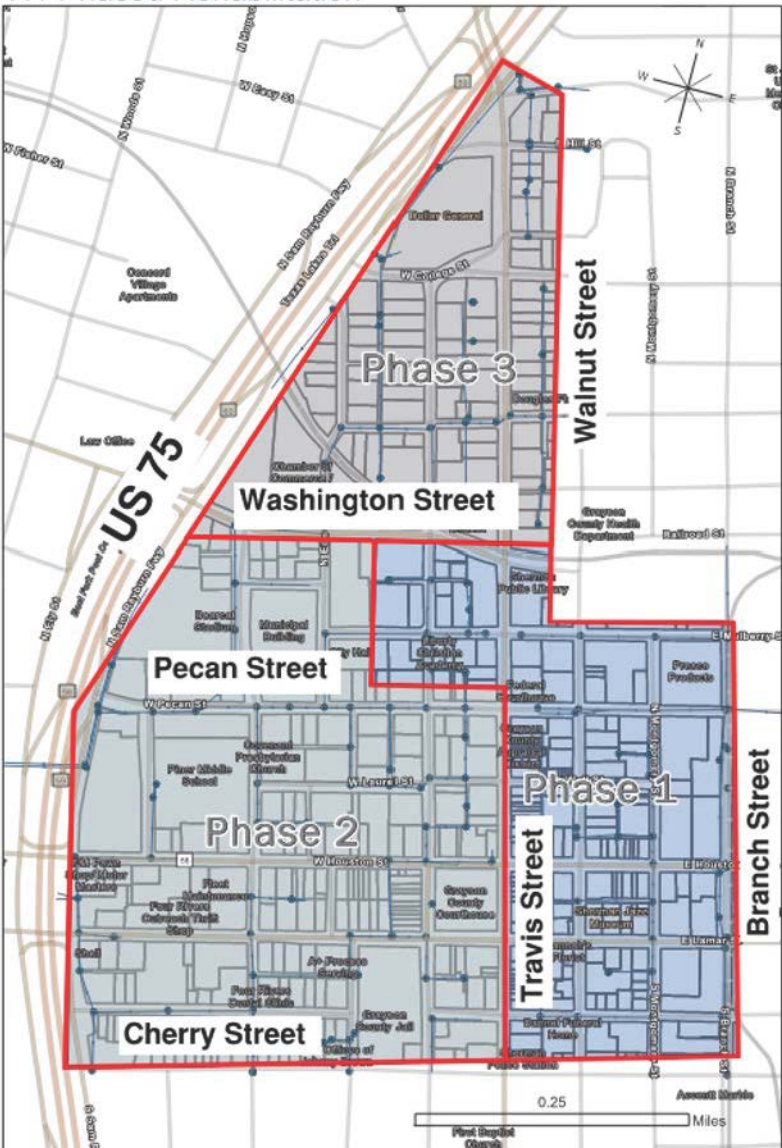
**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

\_\_\_\_\_  
Notary Public In and For \_\_\_\_\_ County, Texas

My Commission Expires:

\_\_\_\_\_

## 7.1 Phased Rehabilitation





# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Regular Meeting

E. 2.

**Meeting Date:** 02/07/2022

**Prepared By:** Clint Philpott, Assistant City Manager

**Approved By:** Robby Hefton, City Manager

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### **Caption:**

#### **RESOLUTION NO. 6843**

Ratifying the City Manager's Actions in Connection with the Execution of a Purchase and Sale Agreement with Earnestine White and WK Family Trust for the Purchase of Approximately 60 Acres of Land, Generally Located at the Northwest Corner of Plainview Road and La Cima Road in the Extraterritorial Jurisdiction (ETJ) of the City of Sherman, Texas

### **Issue:**

To ratify the City Manager's action in connection with a Purchase and Sale Agreement with Earnestine White and WK Family Trust for the Purchase of Approximately 60 Acres of Land, Generally Located at the Northwest Corner of Plainview Road and La Cima Road in the Extraterritorial Jurisdiction (ETJ) of the City of Sherman, Texas

### **Background:**

At the regular meeting on November 15, 2021, Council discussed the purchase and value of real property generally located south of FM 691, east of FM 1417, west of US Highway 75 and north of US Highway 82 during executive session. This land would be used to expand the water treatment plant and/or provide a location for future backup storage of water for the City's surface water system.

### **Origination:**

City Manager's Office

### **Financial Consideration:**

The purchase price of this land is \$37,500 per acre. Total acreage will be verified by boundary survey, approximate acreage is 60 acres. Total cost will be about \$2.25 million.

### **Staff Recommendation:**

It is recommended that the City Council authorize the purchase of this land

### **Alternatives:**

As may be directed by the City Council

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## **Attachments**

Resolution No. 6843

White Estate Farm and Ranch Contract

Location Map

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**RESOLUTION NO. 6843**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RATIFYING THE CITY MANAGER'S ACTIONS IN CONNECTION WITH THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH EARNESTINE WHITE AND WK FAMILY TRUST FOR THE PURCHASE OF APPROXIMATELY 60 ACRES OF LAND, GENERALLY LOCATED AT THE NORTHWEST CORNER OF PLAINVIEW ROAD AND LA CIMA ROAD IN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That the City Council hereby ratifies all acts taken by the City Manager in connection with the execution of a Purchase and Sale Agreement with Earnestine White and the WK White Family Trust for the purchase of approximately 60 acres of land generally located at the northwest corner of Plainview and La Cima Road in the City of Sherman, Texas, in the amount of Thirty Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00) per acre and the purchase of the same in accordance with the terms and provisions of the contract documents attached hereto and incorporated herein for all purposes.

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS** on this the 7<sup>th</sup> day of February, 2022.

**CITY OF SHERMAN, TEXAS**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**BY:** \_\_\_\_\_  
**DAVID PLYLER, MAYOR**

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

**BY:** \_\_\_\_\_  
**RYAN D. PITTMAN, CITY ATTORNEY**



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)  
**FARM AND RANCH CONTRACT**

11-08-2021



1. **PARTIES:** The parties to this contract are ERNESTINE WHITE and the W.K. WHITE FAMILY TRUST (Seller) and CITY OF SHERMAN, TEXAS (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. **PROPERTY:** The land, improvements, accessories and crops except for the exclusions and reservations, are collectively referred to as the Property (Property).

A. **LAND:** The land situated in the County of Grayson, Texas, described as follows: G-0277 Cook A F A-G0277, G0277 Cook A F A-G0277, Acres 60; see attached Exhibit "A"

or as described on attached exhibit, also known as 5319 N. Heritage Pkwy., Sherman, TX 75092 (address/zip code), together with all rights, privileges, and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships.

B. **IMPROVEMENTS:**

- (1) **FARM AND RANCH IMPROVEMENTS:** The following **permanently installed and built-in items**, if any: windmills, tanks, barns, pens, fences, gates, sheds, outbuildings, and corrals.
- (2) **RESIDENTIAL IMPROVEMENTS:** The house, garage, and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property attached to the above described real property.

C. **ACCESSORIES:**

- (1) **FARM AND RANCH ACCESSORIES:** The following described related accessories: (check boxes of conveyed accessories) ☐ portable buildings ☐ hunting blinds ☐ game feeders ☐ livestock feeders and troughs ☐ irrigation equipment ☐ fuel tanks ☐ submersible pumps ☐ pressure tanks ☐ corrals ☐ gates ☐ chutes ☐ other: \_\_\_\_\_

- (2) **RESIDENTIAL ACCESSORIES:** The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, security systems that are not fixtures, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories. "Controls" includes Seller's transferable rights to the (i) software and applications used to access and control improvements or accessories, and (ii) hardware used solely to control improvements or accessories.

D. **CROPS:** Unless otherwise agreed in writing, Seller has the right to harvest all growing crops until delivery of possession of the Property.

E. **EXCLUSIONS:** The following improvements, accessories, and crops will be retained by Seller and must be removed prior to delivery of possession: See Addendum

F. **RESERVATIONS:** Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. **SALES PRICE:**

A. Cash portion of Sales Price payable by Buyer at closing ..... \$ 2,250,000.00

B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum,

☐ Loan Assumption Addendum, ☐ Seller Financing Addendum .. \$ 0.00

C. Sales Price (Sum of A and B) ..... \$ 2,250,000.00

D. The Sales Price ☒ will ☐ will not be adjusted based on the survey required by Paragraph 6C.

If the Sales Price is adjusted, the Sales Price will be calculated on the basis of \$ 37,500.00 per acre. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within five days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in ☒ 3A ☐ 3B ☐ proportionately to 3A and 3B.

4. **LEASES:** Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. (Check all applicable boxes)

☐ A. **RESIDENTIAL LEASES:** The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases is attached to this contract.

☐ B. **FIXTURE LEASES:** Fixtures on the Property are subject to one or more fixture leases (for example, solar panels, propane tanks, water softener, security system) and the Addendum Regarding Fixture Leases is attached to this contract.

☐ C. **NATURAL RESOURCE LEASES:** "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party.

Initialed for identification by Buyer \_\_\_\_\_ and Seller EW MFA

WK WHITE K.S.

TREC NO. 25-14

- ☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
- ☐ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within \_\_\_\_\_ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

**5. EARNEST MONEY AND TERMINATION OPTION:**

- A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Chapin Title Company, Attn: Tamara Noyes, as escrow agent, at 620 N. Travis, Sherman, Texas 75090 (address): \$ 25,000.00 as earnest money and \$ 10,000.00 as the Option Fee. The earnest money and Option Fee shall be made payable to escrow agent and may be paid separately or combined in a single payment.
- ~~(1) Buyer shall deliver additional earnest money of \$ \_\_\_\_\_ to escrow agent within \_\_\_\_\_ days after the Effective Date of this contract.~~
- (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
- (3) The amount(s) escrow agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
- (4) Buyer authorizes escrow agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases escrow agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.
- B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 60 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and escrow agent shall release any Option Fee remaining with escrow agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. TIME: **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

**6. TITLE POLICY AND SURVEY:**

- A. TITLE POLICY: Seller shall furnish to Buyer at ☐ Seller's ☒ Buyer's expense an owner policy of title insurance (Title Policy) issued by: Chapin Title Company (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) The standard printed exception for standby fees, taxes and assessments.
- (2) Liens created as part of the financing described in Paragraph 3.
- (3) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (4) The standard printed exception as to marital rights.
- (5) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (6) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
- ☒ (i) will not be amended or deleted from the title policy; or
- ☐ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☐ Seller.
- (7) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.



C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only):

- ☐ (1) Within \_\_\_\_\_ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** The existing survey ☐ will ☐ will not be recertified to a date subsequent to the Effective Date of this contract at the expense of ☐ Buyer ☐ Seller. If the existing survey is not approved by the Title Company or Buyer's lender(s), a new survey will be obtained at the expense of ☐ Buyer ☐ Seller no later than 3 days prior to Closing Date.
- ☒ (2) Within 30 days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- ☐ (3) Within \_\_\_\_\_ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- ☐ (4) No survey is required.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title disclosed on the survey other than items 6A(1) through (5) above; or disclosed in the Commitment other than items 6A(1) through (7) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: \_\_\_\_\_

Buyer must object on or before the Closing Date or (ii) \_\_\_\_\_ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. EXCEPTION DOCUMENTS: Prior to the execution of the contract, Seller has provided Buyer with copies of the Exception Documents listed below or on the attached exhibit. Matters reflected in the Exception Documents listed below or on the attached exhibit will be permitted exceptions in the Title Policy and will not be a basis for objection to title:

| <u>Document</u> | <u>Date</u> | <u>Recording Reference</u> |
|-----------------|-------------|----------------------------|
| _____           | _____       | _____                      |
| _____           | _____       | _____                      |
| _____           | _____       | _____                      |

F. SURFACE LEASES: Prior to the execution of the contract, Seller has provided Buyer with copies of written leases and given notice of oral leases (Leases) listed below or on the attached exhibit. The following Leases will be permitted exceptions in the Title Policy and will not be a basis for objection to title: Agriculture lease with WK White Family Trust

G. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (3) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (4) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in

the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

- (5) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (6) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (7) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property ☒ is ☐ is not located in a Texas Agricultural Development District. For additional information contact the Texas Department of Agriculture
- (8) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (9) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (10) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

## 7. PROPERTY CONDITION:

- A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

**NOTICE:** Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

- B. **SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):**

(Check one box only)

- ☐ (1) Buyer has received the Notice
- ☐ (2) Buyer has not received the Notice. Within \_\_\_\_\_ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
- ☒ (3) The Texas Property Code does not require this Seller to furnish the Notice.

- C. **SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS** is required by Federal law for a residential dwelling constructed prior to 1978.

- D. **ACCEPTANCE OF PROPERTY CONDITION:** "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.
- ☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: see special provisions paragraph 11

(Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs and treatments.)

- E. **COMPLETION OF REPAIRS:** Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs will be transferred to Buyer at Buyer's expense.

If Seller fails to complete any agreed repairs prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete repairs.

- F. **LENDER REQUIRED REPAIRS AND TREATMENTS:** Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- G. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- H. **SELLER'S DISCLOSURES:** Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
  - (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
  - (3) any environmental hazards that materially and adversely affect the Property;
  - (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
  - (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
  - (6) any threatened or endangered species or their habitat affecting the Property.
- I. **RESIDENTIAL SERVICE CONTRACTS:** Buyer may purchase a residential service contract from a residential service company. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$\_\_\_\_\_. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**
- J. **GOVERNMENT PROGRAMS:** The Property is subject to the government programs listed below or on the attached exhibit: USDA Natural Resource Conservation Program

Seller shall provide Buyer with copies of all governmental program agreements. Any allocation or proration of payment under governmental programs is made by separate agreement between the parties which will survive closing.

#### 8. BROKERS AND SALES AGENTS:

- A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: \_\_\_\_\_
- B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

#### 9. CLOSING:

- A. The closing of the sale will be on or before March 15, 2022, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6, an assignment of Leases, and furnish tax statements or certificates showing no delinquent taxes on the Property.
  - (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
  - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
  - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

#### 10. POSSESSION:

- A. **BUYER'S POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☒ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**

B. SMART DEVICES: "Smart Device" means a device that connects to the internet to enable remote use, monitoring, and management of: (i) the Property; (ii) items identified in any Non-Realty Items Addendum; or (iii) items in a Fixture Lease assigned to Buyer. At the time Seller delivers possession of the Property to Buyer, Seller shall:

- (1) deliver to Buyer written information containing all access codes, usernames, passwords, and applications Buyer will need to access, operate, manage, and control the Smart Devices; and
- (2) terminate and remove all access and connections to the improvements and accessories from any of Seller's personal devices including but not limited to phones and computers.

**11. SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

1. Regarding Assignment of contract Buyer will have the right to assign this contract only to an entity that is associated with the Buyer. Contract will not be assigned to outside third party without Sellers' consent.
2. See Paragraph 2E - Exclusions
3. Seller has no interest in the Mineral Estate; therefore none will be conveyed.

**12. SETTLEMENT AND OTHER EXPENSES:**

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

- (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
- (b) Seller shall also pay an amount not to exceed \$\_\_\_\_\_ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses) Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

**13. PRORATIONS AND ROLLBACK TAXES:**

A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. ~~The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year. Rentals which are unknown at time of closing will be prorated between Buyer and Seller when they become known. See addendum.~~

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

**14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer, (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.



- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 16. MEDIATION:** ~~It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.~~
- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
- 18. ESCROW:**
- A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent. Escrow agent may require any disbursement made in connection with this contract to be conditioned on escrow agent's collection of good funds acceptable to escrow agent.
  - B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by escrow agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
  - C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursal of the earnest money.
  - D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
  - E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

**21. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

**To Buyer at:** Robby Hefton, City Manager

**To Seller at:** Ernestine T. White

W.K. White Family Trust

Phone: ( 903 ) 892-7200

Phone: ( 903 ) 870-8247

E-mail/Fax: robbyh@ci.sherman.tx.us

E-mail/Fax: wwhite1059@aol.com

E-mail/Fax: \_\_\_\_\_

E-mail/Fax: \_\_\_\_\_

**22. AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- ☐ Third Party Financing Addendum
- ☐ Seller Financing Addendum
- ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ☐ Buyer's Temporary Residential Lease
- ☐ Loan Assumption Addendum
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Addendum for "Back-Up" Contract
- ☐ Addendum for Coastal Area Property
- ☐ Addendum for Authorizing Hydrostatic Testing
- ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal
- ☐ Addendum for Reservation of Oil, Gas and Other Minerals
- ☐ Addendum containing Notice of Obligation to Pay Improvement District Assessment

- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ☐ Seller's Temporary Residential Lease
- ☐ Short Sale Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☐ Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☐ Addendum Regarding Residential Leases
- ☐ Addendum Regarding Fixture Leases
- ☒ Other (list):  
Information About Brokerage Services  
Addenda Regarding Special Provisions

**23. CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's  
Attorney is: Ryan Pittman

Seller's  
Attorney is: Bret Evans

Phone: ( 214 ) 544-4000

Phone: ( 903 ) 465-4303

Fax: ( )

Fax: ( )

E-mail: rpittman@abernathy-law.com

E-mail: bevans@brettevanslaw.com

Initialed for identification by Buyer \_\_\_\_\_ and Seller EV WKW  
MLA H.S.

TREC NO. 25-14

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (Effective Date).  
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer \_\_\_\_\_

Seller \_\_\_\_\_

*Ernestine White*  
*William Keller Edlet III*  
*Mary Lu Aycock*  
*Kimberly White Smith*

Buyer \_\_\_\_\_

Seller \_\_\_\_\_



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 25-14. This form replaces TREC NO. 25-13.

### RATIFICATION OF FEE

Listing Broker has agreed to pay Other Broker \_\_\_\_\_ of the total Sales Price when Listing Broker's fee is received. Escrow Agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

Other Broker: \_\_\_\_\_ Listing Broker: \_\_\_\_\_  
By: \_\_\_\_\_ By: \_\_\_\_\_

### BROKER INFORMATION AND AGREEMENT FOR PAYMENT OF BROKERS' FEES

|                                         |                    |                                                 |
|-----------------------------------------|--------------------|-------------------------------------------------|
| <u>n/a</u>                              | <u>Lee Terrell</u> | <u>182280</u>                                   |
| Other Broker                            | License No.        | Listing or Principal Broker                     |
| <u>Associate's Name</u>                 | <u>License No.</u> | <u>Raymond Gabe Terrell</u>                     |
| <u>Team Name</u>                        | <u>License No.</u> | <u>731523</u>                                   |
| <u>Associate's Email Address</u>        | <u>Phone</u>       | <u>Listing Associate's Name</u>                 |
| <u>Licensed Supervisor of Associate</u> | <u>License No.</u> | <u>Team Name</u>                                |
| <u>Other Broker's Office Address</u>    | <u>Phone</u>       | <u>leeterrelland@gmail.com</u>                  |
| <u>City</u>                             | <u>State</u>       | <u>Zip</u>                                      |
|                                         |                    | <u>Listing Associate's Email Address</u>        |
|                                         |                    | <u>Phone</u>                                    |
|                                         |                    | <u>Licensed Supervisor of Listing Associate</u> |
|                                         |                    | <u>License No.</u>                              |
|                                         |                    | <u>2404 San Miguel St</u>                       |
|                                         |                    | <u>Listing Broker's Office Address</u>          |
|                                         |                    | <u>Phone</u>                                    |
|                                         |                    | <u>Sherman</u>                                  |
|                                         |                    | <u>TX</u>                                       |
|                                         |                    | <u>75092</u>                                    |
|                                         |                    | <u>City</u>                                     |
|                                         |                    | <u>State</u>                                    |
|                                         |                    | <u>Zip</u>                                      |

represents ☐ Buyer only as Buyer's agent  
☐ Seller as Listing Broker's subagent

Selling Associate License No.

Team Name

Selling Associate's Email Address Phone

Licensed Supervisor of Selling Associate License No.

Selling Associate's Office Address

City State Zip

represents ☒ Seller only  
☐ Buyer only  
☐ Seller and Buyer as an intermediary

Upon closing of the sale by Seller to Buyer of the Property described in the contract to which this fee agreement is attached: (a) ☒ Seller ☐ Buyer will pay Listing/Principal Broker ☐ a cash fee of \$ \_\_\_\_\_ or ☒ 6.000 % of the total Sales Price; and (b) ☐ Seller ☐ Buyer will pay Other Broker ☐ a cash fee of \$ \_\_\_\_\_ or ☐ \_\_\_\_\_ % of the total Sales Price. Seller/Buyer authorizes and directs Escrow Agent to pay the brokers from the proceeds at closing.

**Brokers' fees are negotiable. Brokers' fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested or maintained by the Texas Real Estate Commission.**

Arnestine White Buyer  
Seller Mary Lu Ayroch  
William Keller White III  
Seller Kimberly White Smith Buyer

Do not sign if there is a separate written agreement for payment of Brokers' fees.



**OPTION FEE RECEIPT**

Receipt of \$ 10,000.00 (Option Fee) in the form of CK  
is acknowledged.

Escrow Agent \_\_\_\_\_ Date \_\_\_\_\_

**EARNEST MONEY RECEIPT**

Receipt of \$ 25,000.00 Earnest Money in the form of CK  
is acknowledged.

Tamara Noyes \_\_\_\_\_ tamara.noyes@chapintitle.com \_\_\_\_\_  
Escrow Agent Received by Email Address Date/Time

Chapin Title Co. - 620 N. Travis \_\_\_\_\_ (903) 868-1415  
Address Phone

Sherman \_\_\_\_\_ TX \_\_\_\_\_ 75090 \_\_\_\_\_  
City State Zip Fax

**CONTRACT RECEIPT**

Receipt of the Contract is acknowledged.

Tamara Noyes \_\_\_\_\_ tamara.noyes@chapintitle.com \_\_\_\_\_  
Escrow Agent Received by Email Address Date

Chapin Title Co. - 620 N. Travis \_\_\_\_\_ (903) 868-1415  
Address Phone

Sherman \_\_\_\_\_ TX \_\_\_\_\_ 75090 \_\_\_\_\_  
City State Zip Fax

**ADDITIONAL EARNEST MONEY RECEIPT**

Receipt of \$ \_\_\_\_\_ additional Earnest Money in the form of \_\_\_\_\_  
is acknowledged.

Escrow Agent \_\_\_\_\_ Received by \_\_\_\_\_ Email Address \_\_\_\_\_ Date/Time \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax \_\_\_\_\_

GOODE

115341  
BROWN BARRETT  
KEITH ESTATE

A-0464  
JOHN GOODE

115342  
CITY OF  
SHERMAN

**Campbell**

115299  
CAMPBELL  
LEASE SERVICE

A-0277  
N.F. COOK  
**Exhibit A**

**Subject Tract**  
approx 60 acres.

(west boundary is not to scale)

395628  
MALONE  
PLUMBING

115298  
WHITE ERNESTINE &  
WK FAM TRUST ETAL

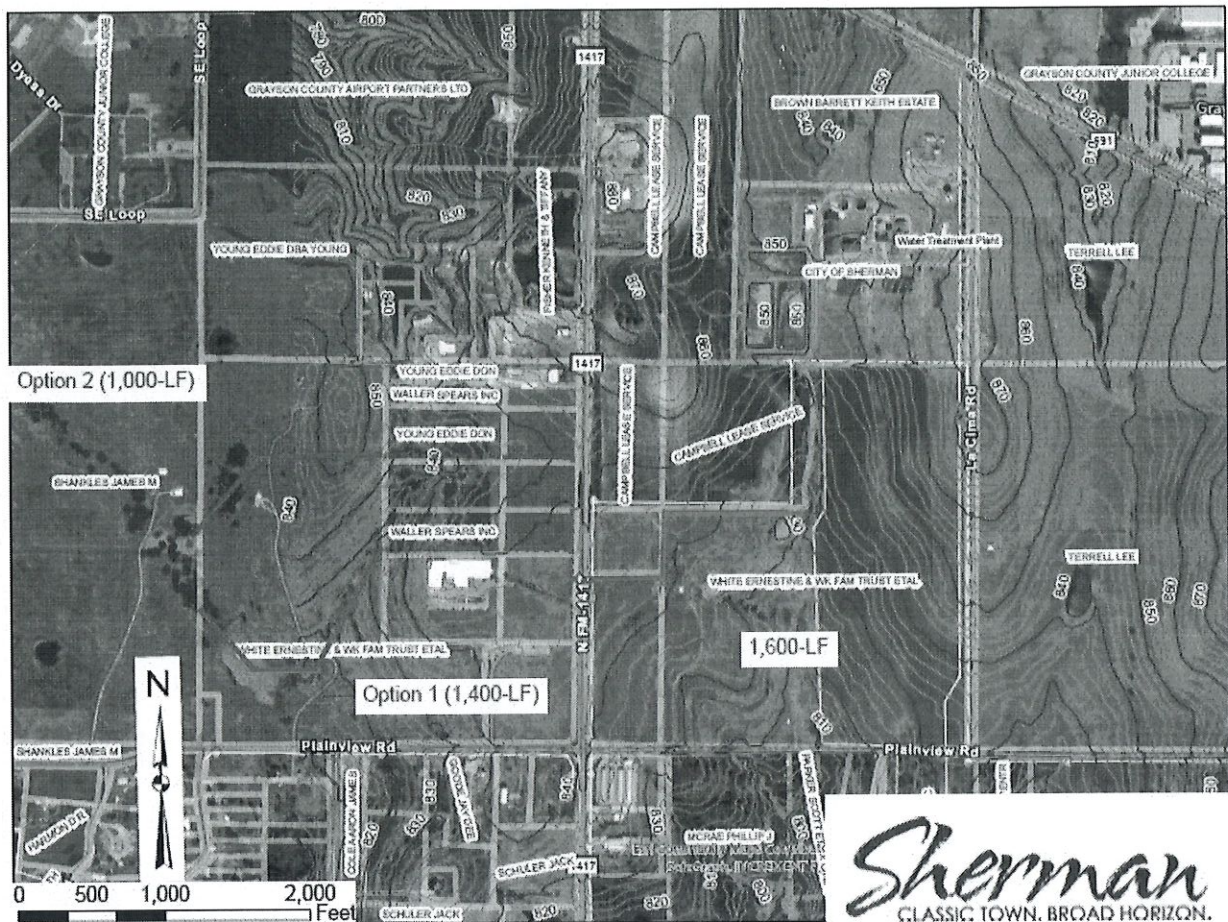
MSA  
K.S.  
EW



## Addendum Regarding Special Provisions

Property: 5319 N. Heritage Pkwy, Sherman, TX 75092

1. The parties agree the following language is added to the end of Section 13(B) (Rollback Taxes): "In accordance with the provisions of Section 26.11 of the Texas Tax Code, the Title Company shall collect from Seller its portion of such taxes and remit the same to the appropriate taxing jurisdictions. Purchaser does not hereby waive any exemption or other exception it, or the Property, may have from rollback taxes pursuant to Texas Tax Code § 23.55(f) or other applicable law. The provisions of this Section shall survive the Closing.  
~~If a replat or zoning change is required prior to Closing, any rollback taxes that result shall be the sole responsibility of Buyer.~~
2. Upon closing of the sale by Seller to Buyer of the Property described in the Contract, Buyer shall pay to Seller the sum of ~~\$1,000.00~~ **\$2,500.00**
3. Upon closing of the sale by Seller to Buyer of the Property described in the Contract, Buyer and Seller shall execute an agricultural lease agreement at Closing whereby Buyer shall lease to Seller the Property for a term of 12 months commencing on the date of Closing (the "Lease") under the terms and conditions set forth below:
  - (a) The form of a mutually acceptable lease agreement must be approved by Seller and Buyer prior to the end of the Option Period. Seller's and Buyer's obligation to close on the sale and purchase of the Property is subject to and contingent upon Seller and Buyer entering into a mutually acceptable agricultural lease agreement on or before Closing. Failure to satisfy this condition of Closing shall result in the return of the Option Fee and Earnest Money to Buyer.
  - (b) During the term of the Lease, the annual rental amount shall be ONE DOLLAR (\$1.00).
  - (c) Seller shall be responsible for payment of all water, sewer, electric and other utility costs. Seller shall be responsible for personal property taxes and assessments imposed on the trade fixtures, appliances, and other personal property placed by Seller on the Property.
  - (d) Seller shall maintain all portions of the Property and will keep the Property reasonably clean and free from waste. Seller shall not be permitted to make alterations to the Property without the prior written approval of Buyer. Seller shall maintain liability insurance with limits of not less than ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) combined single limit, per occurrence and per annum, for injury or death to persons or damage to property, naming Buyer as an additional insured and containing a waiver of subrogation in favor of Buyer.
  - (e) Upon the expiration or termination of the Lease, Seller shall—on or before 72 hours from such expiration or termination—remove all personal property from the Property at Seller's expense.
4. Upon closing of the sale by Seller to Buyer of the Property described in the Contract, Buyer and Seller shall execute an easement option agreement at Closing whereby Seller shall grant to Buyer the exclusive option to acquire and compel the dedication at no cost or expense to Buyer of one or more easements for drainage purposes, including the conveyance of sanitary waste water generated at Purchaser's water treatment plant, as determined by Buyer, on the following tracts owned by Seller: Grayson County CAD Property ID Nos. 115298, 115297 and 115313 (the "Option"). The Option shall be subject to the terms and conditions set forth below:
  - (a) The form of a mutually acceptable option agreement must be approved by Seller and Buyer prior to the end of the Option Period. Seller's and Buyer's obligation to close on the sale and purchase of the Property is subject to and contingent upon Seller and Buyer entering into a mutually acceptable option agreement on or before Closing. Failure to satisfy these conditions of Closing shall result in the return of the Option Fee and Earnest Money to Buyer.
  - (b) The term of the Option shall be 12 months commencing on the date of Closing.
  - (c) The Option shall apply to no more than 5 acres in the aggregate on the three tracts described above.
  - (d) The property subject to the Option shall not exceed 60 feet at its widest point along the Option's east-west path.
  - (e) The Option shall be a covenant running with the land, and the option agreement shall be recorded in the Official Public Records of Grayson County, Texas.
  - (f) Buyer's purchase of the Property shall be the sole consideration for the Option.
5. **In accordance with prior agreement between Seller and the City of Sherman, Buyer agrees to replace Seller's two water taps on the Property along La Cima with two new taps on Seller's property fronting on FM 1417.**



**BUYER:**

Date: \_\_\_\_\_

**CITY OF SHERMAN, TEXAS,**  
a home-rule municipality

By: \_\_\_\_\_  
Robby Hefton, City Manager

**SELLER:**

Date: \_\_\_\_\_

*Ernestine White*  
\_\_\_\_\_  
**ERNESTINE WHITE**

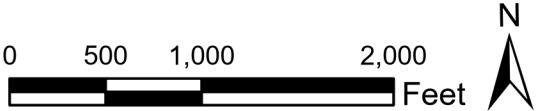
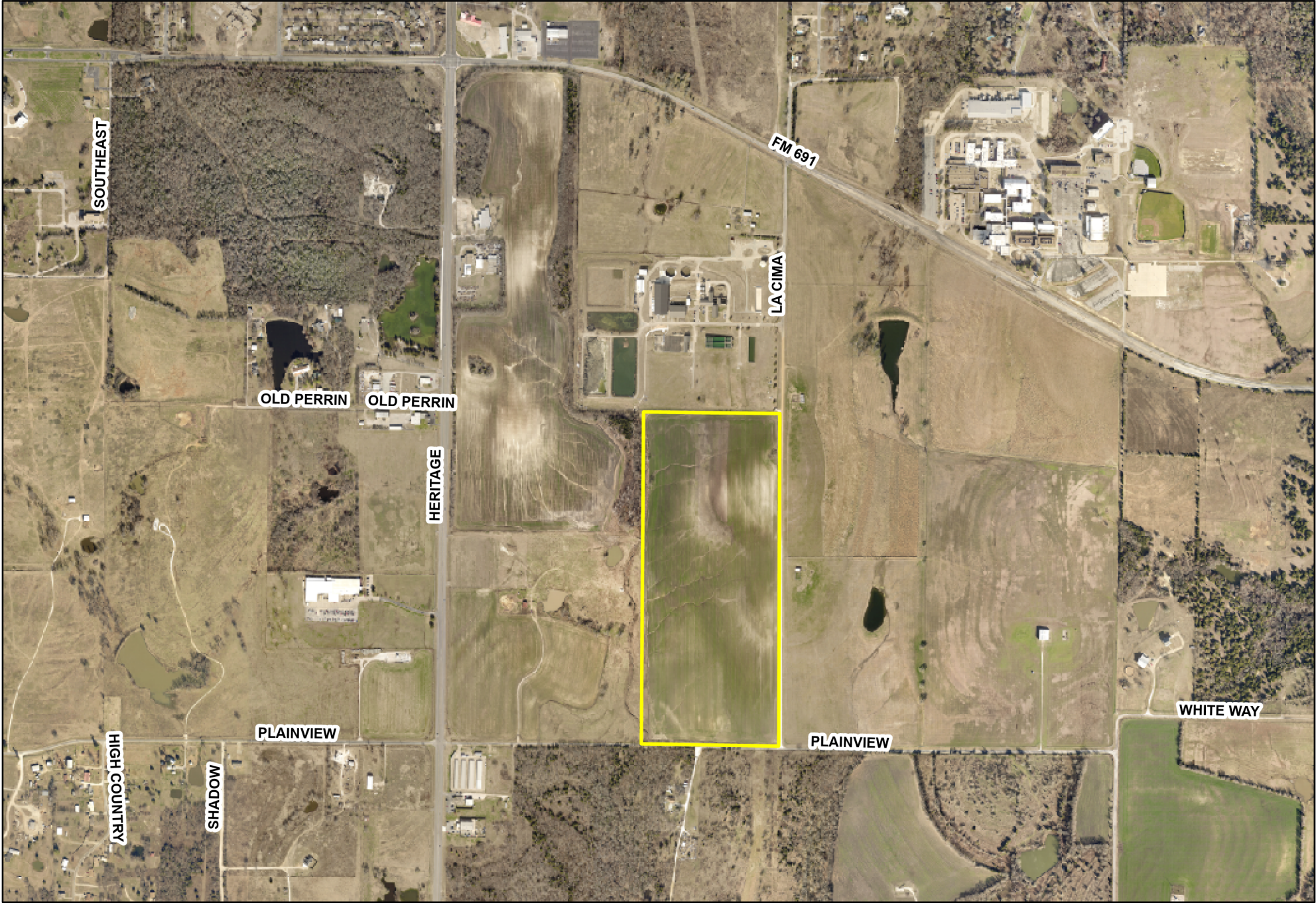
**THE W.K. WHITE FAMILY TRUST,**  
a Texas trust  
*The W. K. White Family Trust*

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Approximate 60 acres along La Cima







# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Regular Meeting

E. 3.

**Meeting Date:** 02/07/2022

**Prepared By:** Zachary Flores, Police Chief

**Approved By:** Robby Hefton, City Manager

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#### **Caption:**

#### **\* RESOLUTION NO. 6844**

Authorizing the Purchase of Two New Chevy Tahoes from Lake Country Chevrolet through TIPS Purchasing Cooperative for the Sherman Police Department

#### **Issue:**

To consider approval of a resolution to purchase two (2) new Chevy Tahoes from Lake Country Chevrolet through TIPS Purchasing Cooperative for the Sherman Police Department

#### **Background:**

The estimated cost for the purchase of these two (2) vehicles is \$75,072.00 through the TIPS Purchasing Cooperative.

Funding for this was approved by the City Manager as a result of unforeseen fleet issues that have rendered existing vehicles unsuitable for front-line patrol vehicles.

#### **Origination:**

Police Department

#### **Financial Consideration:**

The Police Tahoes will be funded through the FY2022 Tax Notes.

#### **Staff Recommendation:**

It is recommended that staff be authorized to purchase the two (2) vehicles through TIPS.

#### **Alternatives:**

As may be recommended by the City Council

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#### **Attachments**

Resolution No. 6844

Quote

TIPS Interlocal Agreement

**RESOLUTION NO. 6844**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF TWO NEW CHEVY TAHOES FROM LAKE COUNTRY CHEVROLET THROUGH TIPS PURCHASING COOPERATIVE FOR THE SHERMAN POLICE DEPARTMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That the City Manager be and is hereby authorized and directed to purchase from Lake Country Chevrolet through TIPS two new Chevy Tahoes at a total price of Seventy Five Thousand Seventy Two Dollars and Zero Cents (\$75,072.00). Any agreements related to this purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2021-2022 budget.

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS** on this the 7<sup>th</sup> day of February, 2022.

**CITY OF SHERMAN, TEXAS**

**BY:** \_\_\_\_\_  
**DAVID PLYLER, MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

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

**BY:** \_\_\_\_\_  
**RYAN D. PITTMAN, CITY ATTORNEY**



## PRODUCT PRICING SUMMARY

**TIPS USA 200206 TRANSPORTATION VEHICLES**

**VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951**

**End User:** SHERMAN PD

**Prepared by:** SETH GAMBLIN

**Contact:**

**Phone:** 512.436.1313**Email:**

**Email:** [SGAMBLIN.SILSBEEFLEET@GMAIL.COM](mailto:SGAMBLIN.SILSBEEFLEET@GMAIL.COM)

**Product Description:** CHEVY TAHOE PPV

**Date:** January 20, 2022

**A. Bid Item:** \_\_\_\_\_

|                       |                     |
|-----------------------|---------------------|
| <b>A. Base Price:</b> | <b>\$ 35,524.00</b> |
|-----------------------|---------------------|

## B. Factory Options

| Code    | Description                      | Bid Price                      | Code | Description                    | Bid Price   |
|---------|----------------------------------|--------------------------------|------|--------------------------------|-------------|
| CC10706 | 91C 2022 TAHOE PPV 2WD           | \$ 1,195.00                    |      |                                |             |
| L84     | 5.3L V8 W/AUTOMATIC              | \$ -                           | 5T5  | VINYL BACK SEAT                | \$ -        |
| MQC     | 10 SPEED TRANS                   | \$ -                           |      |                                |             |
| 6J7     | FLASHER SYSTEM, HEAD & TAIL LAMP | \$ 50.00                       |      | REAR PARK ASSIST / REAR CAMERA |             |
| AMF     | KEY FOBS                         | \$ 75.00                       |      | WHEELS 20"X9" STEEL            |             |
|         |                                  |                                |      | ASSIST STEPS                   |             |
|         |                                  |                                |      |                                |             |
|         |                                  |                                |      |                                |             |
|         |                                  |                                |      |                                |             |
|         |                                  | Total of B. Published Options: |      |                                | \$ 1,320.00 |

|                                       |                  |
|---------------------------------------|------------------|
| <b>Published Option Discount (5%)</b> | <b>\$ (6.25)</b> |
|---------------------------------------|------------------|

**C. Unpublished Options [not to exceed 25%]**

\$= 0.0 \%

| Description | Bid Price | Options                        | Bid Price |
|-------------|-----------|--------------------------------|-----------|
|             |           | EXTERIOR - BLACK               |           |
|             |           | INTERIOR - JET BLACK CLOTH H1T |           |
|             |           |                                |           |
|             |           |                                |           |
|             |           | 123038, 123039                 |           |
|             |           |                                |           |
|             |           |                                |           |
|             |           |                                |           |
|             |           |                                |           |

|                                         |           |          |
|-----------------------------------------|-----------|----------|
| <b>Total of C. Unpublished Options:</b> | <b>\$</b> | <b>-</b> |
|-----------------------------------------|-----------|----------|

**D. Floor Plan Interest (for in-stock and/or equipped vehicles):**

|    |   |
|----|---|
| \$ | - |
|----|---|

**E. Lot Insurance (for in-stock and/or equipped vehicles):**

|    |        |
|----|--------|
| \$ | 350.00 |
|----|--------|

#### F. Contract Price Adjustment:

|  |
|--|
|  |
|--|

|           |                                    |     |              |
|-----------|------------------------------------|-----|--------------|
| <b>G.</b> | <b>Additional Delivery Charge:</b> | 199 | <b>miles</b> |
|-----------|------------------------------------|-----|--------------|

|    |        |
|----|--------|
| \$ | 348.25 |
|----|--------|

**H. Subtotal:**

|    |           |
|----|-----------|
| \$ | 37,536.00 |
|----|-----------|

**I. Quantity Ordered**                      2                      x H =

|    |           |
|----|-----------|
| \$ | 75,072.00 |
|----|-----------|

**J. Trade in:**

\$ -

K.

\_\_\_\_\_

**L. Total Purchase Price**

**\$ 75,072.00**



**INTERLOCAL AGREEMENT**  
**Region VIII Education Service Center**  
**TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT**  
**(School, College, University, State, City, County, or Other Political Subdivision)**

City of Sherman  
TEXAS PUBLIC ENTITY

**TX 991667**  
Control Number (TIPS will Assign)

Region VIII Education Service Center  
Pittsburg, Texas

225 - 950  
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. In addition, authority is granted under Texas Government Code §§ 791.001 *et seq* as amended to enter into Interlocal agreements with said educational entities, as well as, other governmental entities and political subdivisions of Texas and other States. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective JUNE 7, 2017 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

**Statement of Services to be Performed:**

Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

**Roles of the TIPS Purchasing Cooperative:**

1. Provide for the organizational structure of the program.
2. Provide staff for efficient operation of the program.
3. Promote marketing of the TIPS Program.
4. Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
5. Provide members with procedures for placing orders through TIPS PO System.
6. Maintain filing system for Due Diligence Documentation.

**Role of the Public Entity:**

1. Commit to participate in the program by an authorized signature on membership forms.
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.

4. Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner.

**General Provisions:**

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

**Authorization:**

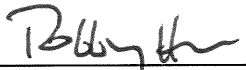
Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public agencies.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

**Public Member Entity:**

City of Sherman  
Entity Name

By:   
Authorized Signature

Title: Robby Hefton – City Manager

June 7, 2017  
Date

**Purchasing Cooperative Lead Agency:**

Region VIII Education Service Center

By:   
Authorized Signature

Title: Executive Director Region VIII ESC

JUNE 7, 2017  
Date

---

**Public Entity Contact Information**

Craig Long  
Primary Purchasing Person Name

405 N. Rusk  
Street Address

Sherman, Texas 75091  
City, State Zip

903-892-7215  
Telephone Number

903-891-0255  
Fax Number

craigl@ci.sherman.tx.us  
Primary Person Email Address

Tammy Davis  
Secondary Person Name

tammyd@ci.sherman.tx.us  
Secondary Person Email Address

If your entity does not require you to have an Interlocal Agreement, please go to the TIPS website under Membership and take advantage of online registration. The states of Texas and Arizona **do** require all entities to have an Interlocal Agreement. Other States or governmental jurisdictions may require an Interlocal agreement as well and you are advised to consult your legal counsel to determine the requirements for your entity. Email completed Interlocal Agreement to [tips@tips-usa.com](mailto:tips@tips-usa.com).



# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Regular Meeting

E. 4.

**Meeting Date:** 02/07/2022

**Prepared By:** Rob Rae, Director of Development Services

**Approved By:** Robby Hefton, City Manager

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### **Caption:**

#### **\* RESOLUTION NO. 6845**

Authorizing the Purchase of Two New Ford F-150 Trucks for the Development Services Department from Sam Pack's Five Star Ford through the Texas Local Government Purchasing Cooperative (BuyBoard)

### **Issue:**

To consider approval of a resolution to purchase two (2) 2022 Ford F-150 Trucks through the Texas Local Government Purchasing Cooperative (BuyBoard) for use within the Development Services Department

### **Background:**

The requested purchase is to add two new F-150 trucks for the Development Services Building Inspectors. With development increasing in the City of Sherman, the need for additional Building Inspectors has also increased. Using City vehicles will allow for clear identification of City employees as they conduct business on behalf of the City. The proposed vehicles will be identified in a manner similar to other City of Sherman fleet vehicles.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system called the BuyBoard.

Quotes were received from Holiday Chevrolet, Bob Utter Ford, Sherman Chevrolet and Sam Pack's Five Star Ford. The lowest estimated cost of the new Ford F-150 Trucks was received from Sam Pack's Five Star Ford for \$25,815.31 each, for a total cost of \$51,630.62 for two vehicles.

### **Origination:**

Development Services Department

### **Financial Consideration:**

The trucks will be funded through the FY2022 Tax Notes.



**Staff Recommendation:**

It is recommended that staff be authorized to purchase two new Ford F-150 trucks for the Development Services Department.

**Alternatives:**

As directed by the City Council

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**Attachments**

Resolution No. 6845

Estimate from Sam Pack's Five Star Ford

BuyBoard Interlocal Agreement

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**RESOLUTION NO. 6845**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF TWO NEW FORD F-150 TRUCKS FOR THE DEVELOPMENT SERVICES DEPARTMENT FROM SAM PACK'S FIVE STAR FORD THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That the City Manager be and is hereby authorized and directed to purchase from Sam Pack's Five Star Ford through the Texas Local Government Purchasing Cooperative (BuyBoard) two new Ford F-150 Trucks at a total price of Fifty-One Thousand Six Hundred Thirty Dollars and Sixty-Two Cents (\$51,630.62). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of Tax Note Proceeds.

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS** on this the 7<sup>th</sup> day of February, 2022.

**CITY OF SHERMAN, TEXAS**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**BY:** \_\_\_\_\_  
**DAVID PLYLER, MAYOR**

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

**BY:** \_\_\_\_\_  
**RYAN D. PITTMAN, CITY ATTORNEY**

## CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

**Contract Name:BuyBoard 601-19**

WHITE

**\$ 20,850.00**

|                                 |             |
|---------------------------------|-------------|
| Total of B. - Published Options | \$ 2,760.00 |
|---------------------------------|-------------|

|                                               |           |          |
|-----------------------------------------------|-----------|----------|
| <b>Total of C. - Dealer Published Options</b> | <b>\$</b> | <b>-</b> |
|-----------------------------------------------|-----------|----------|

|                                                      |                    |
|------------------------------------------------------|--------------------|
| Trade-in Allowance - Non-Equipment debts and credits | \$ -               |
| <b>TOTAL PURCHASE PRICE INCLUDING ADMIN FEE</b>      | <b>\$51,630.62</b> |

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the  
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. Term. The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. Termination.
  - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
  - b. By the Cooperative. The Cooperative may terminate this Agreement by:
    1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
    2. Giving thirty (30) days notice by certified mail to the Cooperative Member.



- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
  - a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
  - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

#### GENERAL PROVISIONS

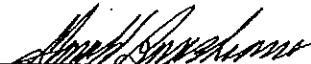
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

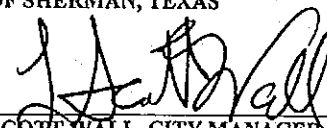
**TO BE COMPLETED BY THE COOPERATIVE:**

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02  
Gerald Brashears, Cooperative Administrator

**TO BE COMPLETED BY COOPERATIVE MEMBER:**

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002  
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER  
Address: 405 N. RUSK STREET  
SHERMAN, TEXAS 75090  
Phone: (903) 892-7285  
Fax: (903) 891-0255  
Email: PURCH@TEXOMA.NET



# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Regular Meeting

E. 5.

**Meeting Date:** 02/07/2022

**Prepared By:** Mary Lawrence, Director of Finance

**Approved By:** Robby Hefton, City Manager

---

**Caption:**

**\* RESOLUTION NO. 6846**

Renewing Guidelines and Criteria for the City of Sherman's Industrial and Commercial Tax Abatement Program to Promote Development/Redevelopment in Certain Areas of the City

**Issue:**

To amend the guidelines and criteria established for the City of Sherman's Industrial Tax Abatement Program

**Background:**

Tax Code, Chapter 312, Section 312.002 requires the City to reauthorize its Industrial Tax Abatement Program guidelines and criteria every two years. The last renewal was approved at the June 1, 2020 City Council meeting. This program, which began on July 18, 1988 with the City Council's adoption of Resolution No. 2455, is intended to promote commercial and industrial development and the creation of jobs.

Updates to the guidelines and criteria include clarification of the definition of eligible property, the role of the Tax Reinvestment Committee, the application process, and the abatement start date.

**Origination:**

City Manager Robby Hefton

City Attorney Ryan Pittman

**Financial Consideration:**

There is no immediate impact to reauthorizing the guidelines and criteria for the City's Industrial and Commercial Tax Abatement Program. The impact of a particular abatement is evaluated when the abatement agreement is presented to the City Council.

**Staff Recommendation:**

The staff recommends that the City Council approve the resolution.



**Alternatives:**

The City Council could decide not to participate in the Industrial and Commercial Tax Abatement Program.

---

**Attachments**

Resolution No. 6846

Industrial and Commercial Tax Reinvestment Program Red-lined

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## **RESOLUTION NO. 6846**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RENEWING GUIDELINES AND CRITERIA FOR THE CITY OF SHERMAN'S INDUSTRIAL AND COMMERCIAL TAX ABATEMENT PROGRAM TO PROMOTE DEVELOPMENT/REDEVELOPMENT IN CERTAIN AREAS OF THE CITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, by Resolution No. 6620 passed and approved on June 1, 2020, the City of Sherman declared its eligibility and intention to participate in the Tax Abatement Program to promote development/redevelopment in certain areas of the City and adopted Tax Abatement Guidelines and Criteria for use in all Tax Abatement Programs; and

**WHEREAS**, the City of Sherman is required to renew the guidelines and criteria adopted for this program every two years;

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

**SECTION 1.** That the City Council of the City of Sherman, Texas, hereby renews the following Tax Abatement Guidelines and Criteria for use in all Industrial and Commercial Tax Abatement Programs, as required by law:

### **CITY OF SHERMAN'S RENEWED INDUSTRIAL AND COMMERCIAL TAX ABATEMENT GUIDELINES AND CRITERIA**

- 1.** A tax abatement agreement must be reasonably likely to contribute to the retention or expansion of primary employment or to attract a primary employer to make a major capital investment that will benefit the City of Sherman's economic development. Primary employers are those companies whose sales, service and shipments are ultimately used in statewide, national or international markets.
- 2.** A tax abatement agreement will not be entered into where a company is only changing its location within Grayson County, without increasing the number of employees, significantly expanding the facilities, or unless failure to grant such abatement would mean the loss of the business operation in Grayson County.
- 3.** Tax abatement agreements will be considered for both new facilities and structures and for the expansion or modernization of existing facilities and structures.
- 4.** The City Council of the City of Sherman will approve or deny a tax abatement request based upon the subjective evaluation of the following guidelines and criteria. The Council may

consider any advisory recommendations received from the Tax Reinvestment Advisory Committee as it may choose:

- **Employment Impact**

How many jobs will be brought to Sherman?

What types of jobs will be created?

List the number of jobs by class that will be created and the wage range of each class of job.

What will the total annual payroll be? Include current and increase factors.

Expectation for jobs filled by transfers from other company locations vs. locally-filled jobs.

- **Fiscal Impact**

How much real and personal property ~~value~~ will be added to the tax rolls, in square footage and in estimated value?

What is the economic life of the personal property?

What is the expected depreciation of the taxable value of the real and personal property?

How much direct sales tax will be generated for the City of Sherman during construction and after operations have commenced?

How will this project affect existing businesses and/or office facilities?

What infrastructure construction would be required?

What is the total annual operating budget of this facility projected to be? (For expansion, state current and projected increase.)

What is the estimated water use?

- **Community Impact**

What effect would the project have on the local housing market?

Is the project compatible with existing long-range or comprehensive plans?

What is the environmental impact of the project?

**SECTION 2.** That these Renewed Industrial and Commercial Tax Abatement Guidelines and Criteria shall be effective immediately upon the passage of this resolution.

**SECTION 3.** That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS** on this the 7<sup>th</sup> day of February, 2022.

**CITY OF SHERMAN, TEXAS**

**BY:** \_\_\_\_\_  
**DAVID PLYLER, MAYOR**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

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

**BY:** \_\_\_\_\_  
**RYAN D. PITTMAN,  
CITY ATTORNEY**



**INDUSTRIAL AND COMMERCIAL  
TAX REINVESTMENT  
PROCEDURES MANUAL  
AND  
APPLICATION**



**SHERMAN, TEXAS**

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## **GENERAL PURPOSE AND OBJECTIVES**

The City of Sherman is committed to the promotion of high quality development in all parts of the city City and to an ongoing improvement in the quality of life for its citizens. As these objectives are generally served by the enhancement and expansion of the local economy, the City of Sherman will, on a case-by-case basis, give consideration to providing tax abatement as a stimulation for economic development in Sherman. It is the policy of the City of Sherman that said consideration will be provided in accordance with the procedures and criteria outlined in this document. Nothing herein shall imply or suggest that the City of Sherman is under any obligation to provide tax abatement to any applicant. All applicants shall be considered on a case-by-case basis.

The following process shall pertain to review of tax abatement requests for the City of Sherman only. The City of Sherman shall not be responsible for providing information to or seeking responses from other taxing entities on the behalf of any applicant.

## **DEFINITION OF TERMS**

**Act** – The Property Redevelopment and Tax Abatement Act, Texas Tax Code Ann. 312.001, et seq., as amended from time to time.

**Agreement** – A contractual agreement between a property owner and/or lessee and taxing entity for the purpose of tax abatement.

**Applicant** – An owner of real property located in a reinvestment zone who requests tax abatement in accordance with these guidelines.

~~**Base Year Value** – The assessed value of eligible property on January 1 preceding the execution of the agreement made after January 1 but before the execution of the agreement.~~

**Economic Life** – The number of years a property improvement is expected to be in service in a facility.

~~**Deferred Maintenance** – Improvements necessary for continued operations that do not improve productivity or alter the process technology.~~

**Depreciation** – reduction in the appraised and or taxable value (before abatement), of an asset with the passage of time.

**Expansion** – The addition or enlargement of buildings, structures, fixed machinery or equipment for the purposes of increasing production capacity.

**Facility** – Property improvements completed or in the process of construction which together comprise an integral whole.

**Modernization** – The replacement and upgrading of existing facilities which increases the productive input or output, updates the technology, or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing or repairing.

**New Facility** – A property previously undeveloped that is placed into service by means other than or in conjunction with expansion or modernization.

**Reinvestment Zone** – An area designated in accordance with the Act by the City of Sherman, or if outside the city limits of Grayson County. Only property in a Reinvestment Zone is eligible for tax abatement.

**Total Facility** – All buildings and structures including fixed machinery and equipment at the site(s) where the “abatement facility” is located.



## **APPLICANT ELIGIBILITY**

A Facility may be eligible for abatement if it is located in a Reinvestment Zone. ~~and construction has not begun.~~

As provided in the Act, abatement may only be granted for the value of eligible property subsequent to and listed in an abatement agreement between the taxing entity and the property owner and lessee (if required), subject to such limitations as the taxing entity may require.

Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

Eligible Property – Abatement may be extended to the value of ~~real and tangible personal property for both new facilities and structures, and for the expansion or modernization of existing facilities and structures that are reasonably likely as a result of being granted abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development within the City of Sherman.~~ ~~buildings, structures, machinery and equipment, site improvement plus that office space and related improvements necessary to the operation and administration of the facility.~~

Ineligible Property – The following types of property shall be fully taxable and ineligible for abatement: ~~: land, existing improvements, real property and tangible personal property used primarily to provide retail sales or services to the public, real property used for residential purposes, real property with a productive life of less than 10 years, tangible personal property that the Grayson Central Appraisal District classifies as inventory or supplies, real or tangible personal property located in the reinvestment zone prior to the effective date of the tax abatement agreement, or any other property for which abatement is not allowed by law. land; inventories; supplies; tools; furnishings and other forms of movable personal property; vehicles; vessels; aircraft; housing; hotel accommodations; deferred maintenance investments; projects such as LED lighting and ADA (Americans with Disabilities Act) improvements; property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas.~~

Owned/Leased Facilities – If a leased facility is granted an abatement, the agreement shall be executed with the lessor and the lessee. Further constraints will be considered under any lease hold facility.

Value and Term of Abatement – Upon determination that a Tax Abatement should be offered to the applicant, the value and terms of the abatement to be considered will be up to ten (10) years and up to 100% abatement including the construction period as provided by Texas State Law. ~~Abatement shall be granted effective with the January 1 valuation date immediately following the date of execution of the abatement agreement. However, if requested, a one-year deferral may be granted.~~

Required Investment – Generally, a project must include at least \$5,000,000 in investment to be considered for a tax abatement.

## COMMITTEE

~~Any request for tax abatement shall be reviewed by the Tax Reinvestment Committee, said committee being comprised of two elected officials from each of the tax entities involved.~~

The Tax Reinvestment Committee **may be convened on a case-by-base basis to advise the City Council on an application for a tax abatement, or to include a certain geographic area in a Reinvestment Zone.** ~~consider requests for abatement for property not presently located in a Reinvestment Zone. In that case, the Tax Reinvestment Committee will also make a recommendation to the City of Sherman that a certain geographic area be designated a Reinvestment Zone.~~

~~The Tax Reinvestment Committee serves as a recommending body to the taxing entities regarding whether economic development incentives should be offered in each individual case.~~

## **CRITERIA**

Any request for tax abatement shall be evaluated based upon a subjective review of the following criteria which each applicant may be requested to address in narrative format:

### **Employment Impact**

How many jobs will be brought to Sherman?

What types of jobs will be created?

List the number of jobs by class that will be created and the wage range of each class of job.

What will the total annual payroll be? Include current and increase factors.

Expectation for jobs filled by transfers from other company locations vs. locally-filled jobs.

### **Fiscal Impact**

How much real and personal property will be added to the tax rolls, in square footage and in estimated value?

What is the economic life of the personal property?

What is the expected depreciation of the taxable value of the real and personal property?

How much direct sales tax will be generated for the City of Sherman during construction and after operations have commenced?

How will this project affect existing businesses and/or office facilities?

What infrastructure construction would be required?

What is the total annual operating budget of this facility projected to be? (For expansion, state current and projected increase.)

What is the estimated water use?

### **Community Impact**

What effect would the project have on the local housing market?

How compatible is the project with the City's Comprehensive Plan?

What environmental impact, if any, will be created by the project?



## **PROCEDURES**

~~Grayson County, Grayson College, Sherman Independent School District, and the City of Sherman have in place resolutions allowing them to participate in Tax Reinvestment Zones and tax abatement agreements.~~

Any person, partnership, organization, corporation or other entity desiring that the City of Sherman consider providing tax abatement to encourage location of operations within the city limits of Sherman ~~shall~~ **may** be required to comply with the following procedural guidelines. Nothing within these guidelines shall imply or suggest that Sherman be under any obligation to provide a tax abatement in any amount of value to any applicant.

1. Preliminary Application Steps. **The Applicant may be required to submit a written request to the attention of the City Manager, City of Sherman, Texas, 220 W. Mulberry Street, Sherman, TX 75090. The request should include all necessary information to evaluate the request, and should contain the following information, if required:**
  - A. Applicant shall submit an “Application for Tax Abatement.”
  - B. Applicant shall address all criteria questions outlined in Section II in narrative form.
  - C. Applicant shall prepare a survey map showing the precise location of the property, all roadways within five hundred (500) feet of the site, all existing land uses and zoning within five hundred (500) feet of the site, and the kind, number and location of all proposed improvements.
  - D. City may request applicant to provide substantiation of the economic feasibility of the overall project to assist in determining the long-term benefit to the City.
  - E. A complete legal description shall be provided.
  - F. Applicant shall complete all forms and information detailed in Items A through B above and submit them to the City of Sherman or the Sherman Economic Development Corporation (SEDCO).

**Once a request has been submitted to the City Manager, it shall be regarded as public information and will be available for inspection by the public as allowed by the Texas Public Information Act. Any proprietary information included as a part of the request**

should be so indicated, marked in advance and supplied in such a manner to be readily separated from the remainder of the materials.

2. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be required as needed.

Applicant may be asked to meet with representatives of the City and SEDCO to discuss the details of the application and prepare it for a presentation of proposal to the Tax Reinvestment Committee. These meetings are held in confidence.

- ~~3. Applicant presents a proposal to the Tax Reinvestment Committee. (This committee consists of two representatives from the following taxing entities: Grayson County, Sherman Independent School District, Grayson College, and the Sherman City Council.) The proposal will need to include the total capital investment, type of project, and number of expected jobs to be created. The Tax Reinvestment Committee will determine the percentage and duration of tax abatement, if any, they will propose to their respective boards and council. Again, these meetings are held in confidence.~~

- ~~3.4. The Tax Reinvestment Committee representatives will present the proposal under an identifying number to avoid disclosure of Applicant to: Grayson County Commissioners Court, Sherman Independent School District Board, Grayson College Board, and the Sherman City Council.~~

The representatives of each taxing entity are responsible for requesting this item be placed on their respective agendas for discussion.

If the Applicant's facility is not in a Reinvestment Zone, the City of Sherman's representatives will propose an ordinance to the City Council, designating the Tax Reinvestment Zone and approving the terms of percentage and duration of tax abatement. If the Applicant is located outside the Sherman city limits, and is within Grayson County, the Tax Reinvestment Zone would be designated by Grayson County.

The governing bodies of the Sherman Independent School District, Grayson College, and Grayson County may consider participation in the tax abatement agreement between the City of Sherman and the Applicant.

## **LEGAL DOCUMENTATION PREPARATION**

The governing body eligible for initiating the designation of the Reinvestment Zone (City or County) will be responsible for drafting the proposed agreement pursuant to the approved Tax Abatement, as well as all collateral documentation.

~~All legal fees associated with the drafting of the document are to be paid by the applicant.~~

The legal document is to include the following:

1. Estimated value of expansion or new construction to be abated.
2. Percent of value to be abated each year.
3. Commencement date and the termination date of abatement.
4. Proposed use of the facility, nature of construction, time schedule, map, property description and improvements list as provided in the application.
5. Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture and administration.

## **EXECUTION OF AGREEMENT**

### **TAX REINVESTMENT ZONE INDUSTRIAL AND COMMERCIAL APPLICATION**

#### **SECTION I**

1. Property Owner: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone Numbers: \_\_\_\_\_
2. Property Owner's Representative: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone Numbers: \_\_\_\_\_
3. Physical Property Address: \_\_\_\_\_
4. Property Legal Description (include as an attachment with metes and bounds)
5. Property is located within: City of Sherman? \_\_\_\_\_  
Sherman I.S.D.? \_\_\_\_\_  
Grayson County? \_\_\_\_\_
6. Description of Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Date of projected occupation of project/initiation of operations: \_\_\_\_\_
8. Narrative response to criteria questions in Section II of application? \_\_\_\_\_  
(Yes or No, and include attachment)



## **SECTION II**

### **Employment Impact**

How many jobs will be brought to Sherman?

What types of jobs will be created?

List the number of jobs that will be created and the wage range of each class of job.

What will the total annual payroll be? Include current and increase factors.

Expectation for jobs filled by transfers from other company locations vs. locally-filled jobs.

### **Fiscal Impact**

How much real and personal property will be added to the tax rolls, in square footage and in estimated value?

What is the economic life of the personal property?

What is the expected depreciation of the taxable value of the real and personal property?

How much direct sales tax will be generated for the City of Sherman during construction and after operations have commenced?

How will this project affect existing businesses and/or office facilities?

What infrastructure construction would be required?

What is the total annual operating budget of this facility projected to be? (For expansion, state current and projected increase.)

What is the estimated water use?

### **Community Impact**

What effect would the project have on the local housing market?

How compatible is the project with the City's Comprehensive Plan?

What environmental impact, if any, will be created by the project?



# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Regular Meeting

E. 6.

**Meeting Date:** 02/07/2022

**Prepared By:** Jana Garner, Grants Coordinator

**Approved By:** Robby Hefton, City Manager

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### **Caption:**

#### **\* RESOLUTION NO. 6847**

Authorizing Submission of a Grant Application to the Office of the Governor Criminal Justice Division to Fund the Purchase of Body Armor Plates and Ballistic Helmets for the Sherman Police Department; Designating the City Manager as the Authorized Official to Accept, Reject, Alter or Terminate the Grant on Behalf of the City

### **Issue:**

Seeking approval to submit for the Criminal Justice Division - Rifle-Resistant Grant, FY23 through the Office of the Governor, Public Safety Office, Criminal Justice Division

### **Background:**

In 2017, the Sherman City Council approved the application to the Criminal Justice Grant to purchase rifle-resistant body armor vests for the Sherman Police Department (Resolution No. 6275). The grant funds were approved and in 2018, the Sherman Police Department purchased rifle-resistant body armor vests. The hard armor plates contained within the vests are now at their expiration; therefore, new plates are needed.

The Sherman Police Department plans to use the grant funding to replace expired hard armor plates. While expired vests may not be penetrable by a bullet, the internal components are more likely to warp, crack or dent, which may cause serious bodily harm to the wearer. It is recommended that body armor plates be replaced every five years. For added protection, the SPD would also like to purchase HHV ATE Gen 2 Ballistic Helmets with these grant funds. These helmets are guaranteed for ten years and are made of advanced para-aramid fibers while weighing only three pounds fully loaded.

### **Origination:**

Sherman Police Department

### **Financial Consideration:**

There are no matching funds requirements for this grant. The Sherman PD will be asking for approximately \$64,517.00 of funding from the State.

**Staff Recommendation:**

The staff recommends submitting the application to the Criminal Justice Grant Program, FY23 and accepting if awarded.

**Alternatives:**

The Council could decline this grant opportunity.

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**Attachments**

Resolution No. 6847

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**RESOLUTION NO. 6847**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR CRIMINAL JUSTICE DIVISION TO FUND THE PURCHASE OF BODY ARMOR PLATES AND BALLISTIC HELMETS FOR THE SHERMAN POLICE DEPARTMENT; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, The City Council of the City of Sherman, Texas, finds it in the best interest of the citizens of Sherman, Texas, that the purchase of body armor plates and ballistic helmets for the Sherman Police Department be operated for the period of October 1, 2022 through September 30, 2023; and

**WHEREAS**, the City Council understands there is no matching requirement for said project by the Office of the Governor – Criminal Justice Division and the Texoma Council of Governments Criminal Justice Grant application; and

**WHEREAS**, the City Council agrees that in the event of loss or misuse of the Office of the Governor – Criminal Justice Division funds, the City of Sherman assures that the funds will be returned to the Office of the Governor - Criminal Justice Division in full.

**WHEREAS**, the City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City.

**NOW THEREFORE, BE IT RESOLVED** that City Council of the City of Sherman approves submission of the grant application for body armor plates and ballistic helmets to the Office of the Governor.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS** on this 7<sup>th</sup> day of February, 2022.

**CITY OF SHERMAN, TEXAS**

**ATTEST:**

**BY:** \_\_\_\_\_  
**LINDA ASHBY, CITY CLERK**

**BY:** \_\_\_\_\_  
**DAVID PLYLER, MAYOR**

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

**BY:** \_\_\_\_\_  
**RYAN D. PITTMAN, CITY ATTORNEY**





# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Regular Meeting

F. 1.

**Meeting Date:** 02/07/2022

**Prepared By:** Kevin Winkler, Public Works Manager

**Approved By:** Robby Hefton, City Manager

---

**Caption:**

**\* REQUEST TO ADVERTISE**

Annual Water and Sewer Maintenance Supplies and Parts

**Issue:**

Approve advertising for bids that will provide the City with water and sewer supplies and parts for annual maintenance work

**Background:**

Annually, the City requests bids or renews the contract, if able, for our supply of water and sewer supplies and parts used in the maintenance of the City's water system and sewer system. The staff is requesting to advertise for a new annual supply contract. The current contract expires in March 2022.

**Origination:**

Distribution Services

**Financial Consideration:**

Purchases are made with budgeted funds in the Utility Fund and are included in the approved fiscal year 2021-2022 budget. Cost for advertising for this contract is expected to be less than \$200.00.

**Staff Recommendation:**

It is requested that the City Council authorize the staff to advertise the annual contract for bids.

**Alternatives:**

As may be directed by the City Council.

---



# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Regular Meeting

F. 2.

**Meeting Date:** 02/07/2022

**Prepared By:** Clint Philpott, Assistant City Manager

**Approved By:** Robby Hefton, City Manager

---

### **Caption:**

#### **\* REQUEST TO ADVERTISE**

Invitation to Bid for the Removal and Replacement of an Air-Cooled Chiller in Kidd Key Auditorium

### **Issue:**

Requesting permission to advertise for bids for the removal and disposal of the existing air-cooled chiller and installation of a replacement air-cooled chiller in Kidd Key Auditorium.

### **Background:**

The air-cooled chiller is responsible for the air conditioning of Kidd Key Auditorium, located at the Sherman Municipal Building. The existing chiller has been in operation for approximately 22 years and has reached the end of its useful life. The scope of this bid request will include the removal and disposal of the existing chiller, as well as the installation of a new air-cooled chiller.

### **Origination:**

Building Maintenance Department

### **Financial Consideration:**

Funding is available in the Capital Improvement Fund; cost of advertising is expected to be approximately \$200.00.

### **Staff Recommendation:**

It is recommended that the City Council authorize staff to advertise the project for public bid.

### **Alternatives:**

As may be directed by the City Council

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# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Regular Meeting

G. 1.

**Meeting Date:** 02/07/2022

**Prepared By:** Tom Pruitt, Utility Engineer

**Approved By:** Robby Hefton, City Manager

---

#### **Caption:**

#### **OTHER BUSINESS**

Repair and Rework of the Dorchester #8 Trinity and the Shepard #1 Woodbine Well under Emergency Designation

#### **Issue:**

To allow the repair and rework of the Dorchester #8 Trinity and the Shepard #1 Woodbine Well under emergency designation

#### **Background:**

The Dorchester 8 Trinity well was TV surveyed and found to be plugged with what appears to be a rubber substance. The TV survey also revealed approximately 120 feet of column pipe needing replacement.

The Shepard 1 Woodbine well was also pulled and TV surveyed to determine possible cause of failure. The pump bearings were over-tolerance, possibly due to the well's production of sand.

These wells are prime producers for the groundwater supply zone and are needed to meet summer production demands. Due to the time involved to repair the wells, lead time on well parts, and the need to return the wells to service as soon as possible to meet upcoming summer demand, it is requested that the Council authorize the staff to proceed on an emergency basis to rework and repair the wells.

#### **Origination:**

Engineering Department

#### **Financial Consideration:**

The City staff's estimated costs to repair the wells is approximately \$400,000.00. The City's Utility Fund will be utilized to fund the repairs.

#### **Staff Recommendation:**

It is recommended that the emergency repairs to the Dorchester 8 Trinity and the Shepard 1 Woodbine Wells be approved and that the City Manager be authorized to execute any required contract documents.

**Alternatives:**

As may be directed by the City Council

---

**Attachments**

Dorchester 8T Recommendations

Shepard 1WB Recommendations

Location Map

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January 31, 2022

City of Sherman  
243 La Cima Dr.  
Sherman, TX 75090

Attn: Oscar Canales

***Ref:   Dorchester 8 Trinity – Budgetary Estimate***

Mr. Canales:

As you requested, we have removed the pumping equipment, performed an inspection of the pumping equipment, and completed a TV Survey of the well. Listed below are our findings and recommendations.

Inspection of the pumping equipment found the pump bowl to be in good condition. The inlet on the bottom impeller was found to be plugged with a rubber substance. The existing submersible motor megged good on all three legs and the thrust bearing and shaft projection are in good shape. The submersible motor cable megged low. The field inspections of the column pipe and check valves found 120' of column pipe bad and requiring replacement.

A TV Survey was performed on 12/17/2021 to investigate the conditions of the well after removing the pumping equipment. The static water level was 849' and the total depth viewed was 1446' which we believe is where the top of the 8" lap pipe is covered by debris that the camera could not penetrate. This debris will need to be cleared before permanent pumping equipment is installed and operated.

**Recommended Scope of Services to Clear Top of Lap Pipe** **\$43,760.00**

- Install work pipe and airline and attempt to clear material blocking the top of the lap by jetting and/or pushing through the obstruction.
- Lower the work pipe to the bottom of the well and jet any accumulated debris from the bottom of the well.
- Re-televis the well after clearing the top of the lap and make a report of findings

**Pump Repairs and Installation** **\$196,796.00**

- Rebuild the existing pump to include a new stainless steel bowl shaft and new bronze bowl bearings
- New 5"-8 round T&C lift nipple
- 6 new 5" x 20' T&C 8 round pump column
- 1200 ft. new Paige Hydroflex 250MCM with ground
- Miscellaneous items to make operational
- Shop labor to assemble the new equipment and prep for shipment
- Haul and re-install the pumping equipment
- Start up and bacteriological sampling

**Grand Total of Scope of Services Outlined Above .....\$240,556.00**



January 31, 2022  
Mr. Oscar Canales  
Re: City of Sherman Dorchester 8T Water Well - Budgetary Estimate  
Page -2-

Let us know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Randy Hagen", is written over a light blue horizontal line.

**Randy Hagen**

January 31, 2022

City of Sherman  
243 La Cima Dr.  
Sherman, TX 75090

Attn: Oscar Canales

**Ref: *Shepard 1 Woodbine Well – Budgetary Estimate***

Mr. Canales:

As you requested, we have removed the pumping equipment, performed an inspection of the pumping equipment, and completed a TV Survey of the well. Listed below are our findings and recommendations.

Inspections of the pumping equipment found that all of the bowl bearings and their respective pump shaft surfaces contain over tolerance wear. The suction screen was also found to be collapsed. A good amount of sand was observed between the impellers and their bowl seats and on the top shrouds of the impellers. Most of the impeller skirts have signs of operating against their respective bowl seats. The leading edges of the bowl vanes have grooves cut in them possibly caused by the pumpage of sand. The existing submersible motor megged to ground on all three legs, the rotor is locked and the thrust bearing has failed which allowed the shaft to drop approximately 1/4". The submersible motor cable passed both the dry and water immersion testing. The 1/4" airline would not hold any pressure. The field inspections of the column pipe and check valves found all to be in good condition.

A TV Survey was performed on 12/17/2021 to investigate the conditions of the well after removing the pumping equipment from the well. The static water level was 602' and the total depth viewed was 1059'. Reviewing the survey video revealed scale build-up at 20' onward. The stainless steel shutter screen screen perforations are mostly open. There were no structural issues noted at this time. Please consider the following:

**Scope of Materials & Services**

- New 400 GPM @ 798' TDH, 3600 RPM submersible pump with stainless steel collets
- New 5"-8 round T&C lift nipple
- New 125 HP, 460 Volt, 3600 RPM, Heat Exchanger submersible motor with splice kit
- 860 ft. new Paige Hydroflex 250MCM with ground
- 850 ft. new 1/4" stainless steel airline complete with water level detector kit
- Miscellaneous items to make operational
- Shop labor to assemble the new equipment and prep for shipment
- Haul and re-install the pumping equipment
- Start up and bacteriological sampling

**Total of Scope of Services and Materials Outlined Above ..... \$136,882.00**

\* Note - We investigated the feasibility of installing a downhole sand separator on this pump equipment, but found that the 10" I.D. liner will not accommodate such a device.



January 31, 2022

Mr. Oscar Canales

Re: City of Sherman Shepard 1WB Water Well – Budgetary Estimate

Page -2-

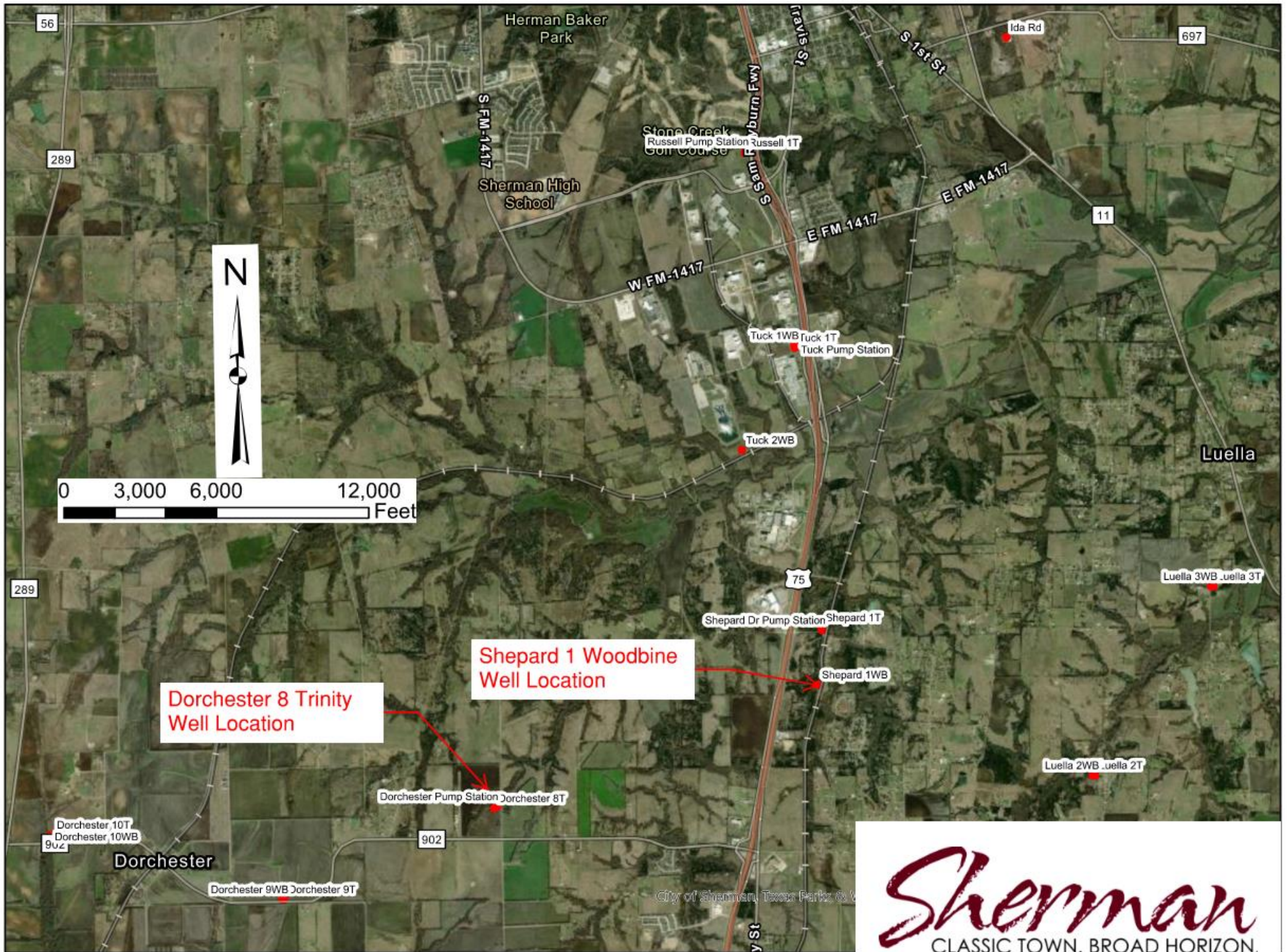
Let us know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Randy Hagen". The signature is fluid and cursive, with the first name "Randy" being more prominent than the last name "Hagen".

**Randy Hagen**





*Sherman*  
CLASSIC TOWN. BROAD HORIZON.



# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Regular Meeting

G. 2.

**Meeting Date:** 02/07/2022

**Prepared By:** Mary Lawrence, Director of Finance

**Approved By:** Robby Hefton, City Manager

---

**Caption:**

**OTHER BUSINESS**

Recognition of City of Sherman Award: "Certificate of Achievement for Excellence in Financial Reporting"

**Issue:**

The City of Sherman Finance Department has received the Certificate of Achievement for Excellence in Financial Reporting for the fiscal year ended September 30, 2020.

**Background:**

The Certificate of Achievement for Excellence in Financial Reporting has been awarded for the 35<sup>th</sup> consecutive year to the City of Sherman by the Government Finance Officers Association of the United States and Canada for its comprehensive annual financial report (CAFR). This award is the highest form of recognition in the area of governmental accounting and financial reporting; and its attainment represents a significant accomplishment by a government and its management. The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate the City's financial story and motivate potential users and user groups to read the CAFR. It speaks well of the City of Sherman, the Finance Department, and all operating departments that play a role in the financial reporting process. It also reflects favorably on the external audit firm that has been an important part of the financial reporting process.

**Origination:**

City Manager's Office

**Financial Consideration:**

None

**Staff Recommendation:**

The Council need take no action on this agenda item; provided for informational purposes only.

---

**Attachments**

Certificate of Achievement - FY2020 CAFR

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Government Finance Officers Association

**Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting**

Presented to

**City of Sherman  
Texas**

For its Annual Comprehensive  
Financial Report  
For the Fiscal Year Ended

September 30, 2020

*Christopher P. Morill*

Executive Director/CEO



# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Regular Meeting

G. 3.

**Meeting Date:** 02/07/2022

**Prepared By:** Jason Jeffcoat, Assistant Police Chief

**Approved By:** Robby Hefton, City Manager

---

**Caption:**

**OTHER BUSINESS**

Receive Presentation on the Status of the New Sherman Police Department Headquarters

**Issue:**

Update Council on the status of the New Sherman Police Department Headquarters.

**Background:**

The current Sherman Police Headquarters Facility was built in 1966 and has reached its maximum occupancy and potential for future growth.

Notice to Proceed was granted in November of 2021 and construction began in earnest immediately after. This presentation will provide an update to the council on the status of the construction.

**Origination:**

Police Department

**Financial Consideration:**

None.

**Staff Recommendation:**

None

**Alternatives:**

None

---





# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Regular Meeting

G. 4.

**Meeting Date:** 02/07/2022

**Prepared By:** Rob Rae, Director of Development Services

**Approved By:** Robby Hefton, City Manager

---

### **Caption:**

#### **\*\* OTHER BUSINESS**

Final Plat approval of Aleman Addition, being 1.574 acres in the J.B. McAnair Survey, Abstract No. 763; Anthony and Lane Aleman, Owners and Helvey-Wagner Surveying, Inc., Surveyor (310 and 324 West U.S. Highway 82)

### **Issue:**

To consider Final Plat approval of Aleman Addition, being 1.574 acres in the J.B. McAnair Survey, Abstract No. 763; Anthony and Lane Aleman, Owners and Helvey-Wagner Surveying, Inc., Surveyor (310 and 324 West U.S. Highway 82)

### **Background:**

The property is located at 310 and 324 West U.S. Highway 82, the southwest corner of U.S. Highway 82 and Hickory Street and is zoned a C-2 (General Commercial) District. The owner would like to plat the property into (2) two lots for commercial development.

### **The following has been approved for the property at 310 W. Highway 82:**

- August 13, 1979 - Zone change to a C-2 (General Commercial) District (Ordinance 3351)
- June 7, 2010 - Specific Use Permit to allow a single faced digital billboard in a C-2 (General Commercial) District (Ordinance 5652)
- May 18, 2021 - Variance to allow a 25' front setback for a 50' tall digital billboard
- October 19, 2020 - Specific Use Permit to allow a Contractor's Office/Warehouse in a C-2 (General Commercial) District (Ordinance 6329)

### **The following has been approved for the property at 324 West Highway 82:**

- January 22, 1991 - Zone change to a C-2 (General Commercial) District (Ordinance 4196)
- October 18, 1994 - To not require a screening device between C-2 (General Commercial) District and R-1 (One Family Residential) District.

### **Origination:**

Anthony and Lane Aleman (Owners)

Helvey-Wagner Surveying, Inc. (Surveyor)

**Financial Consideration:**

None

**Staff Recommendation:**

At the January 11, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

**Alternatives:**

None

---

**Attachments**

Location Map

Zoning Map

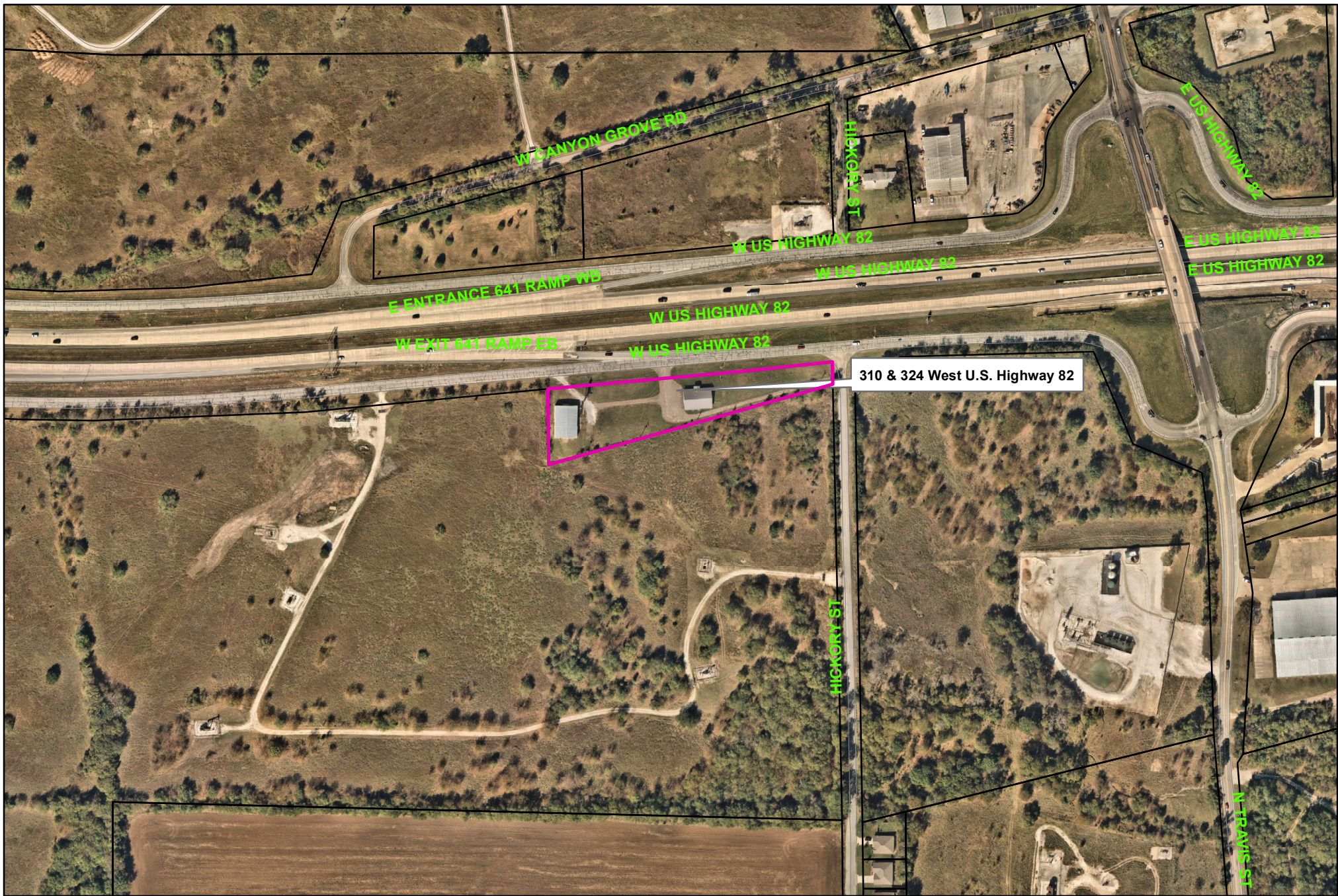
Aleman Addition Final Plat

Staff Review Letter

P & Z Communication

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City of Sherman, Texas  
Development Services Department

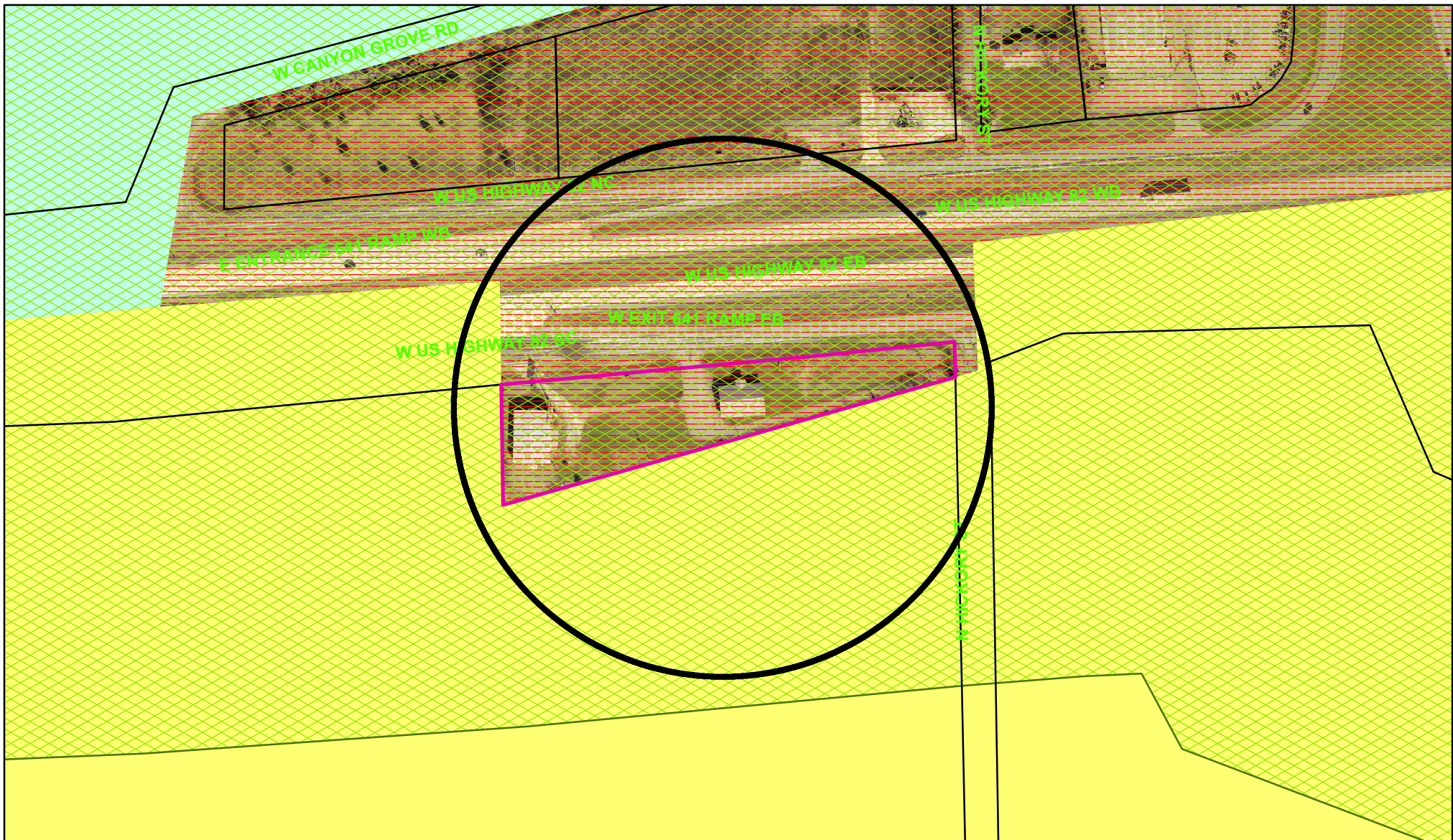
## 310 & 324 West U.S. Highway 82



NOT TO SCALE

1 in = 293 ft





## Zoning - 310 & 324 West U.S. Highway 82

### Legend

#### Special Districts Overlay

##### DISTRICT\_NAME

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

#### Representation: ShermGIS.DBO.TransportationCorridor\_Rep\_1

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

#### Zoning Districts

##### Representation: ShermGIS.DBO.ZoningDistrict\_Rep

- Unknown
- BIP - Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District

#### CO Office District

- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development



City of Sherman, Texas  
Development Services Department

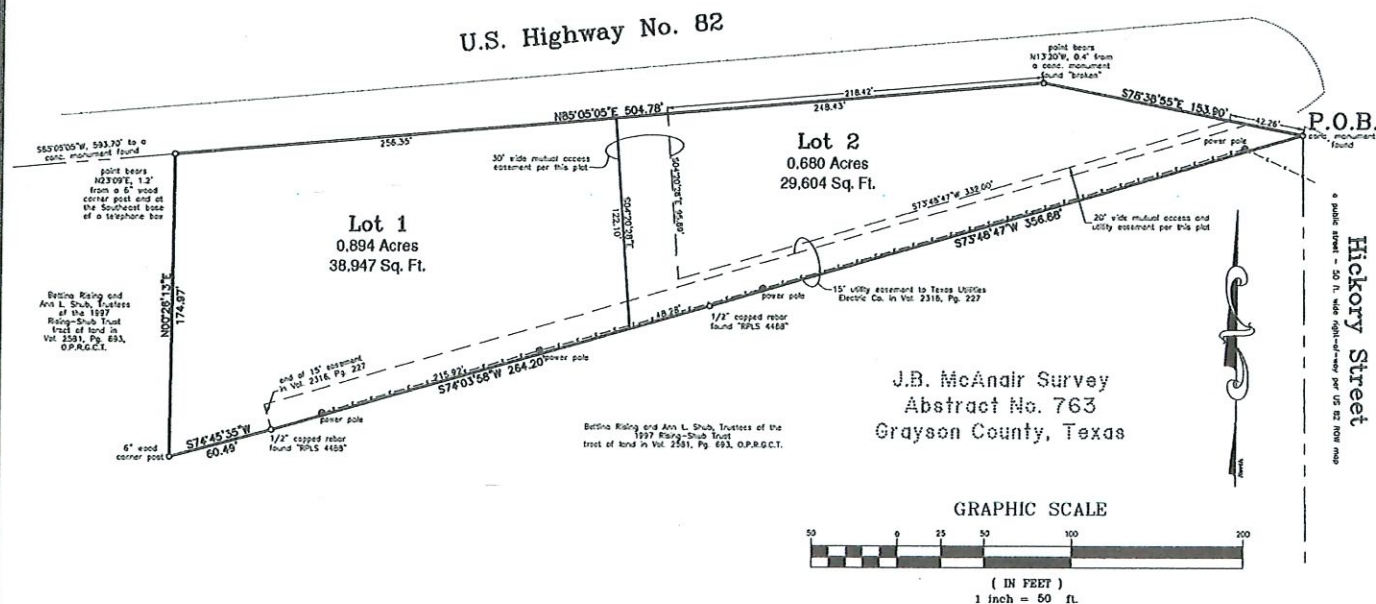


NOT TO SCALE

1 in = 200 ft



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



**Aleman Addition  
to  
the City of Sherman  
Grayson County, Texas  
1.574 Acres  
in the  
J.B. McAnair Survey  
Abstract No. 763**

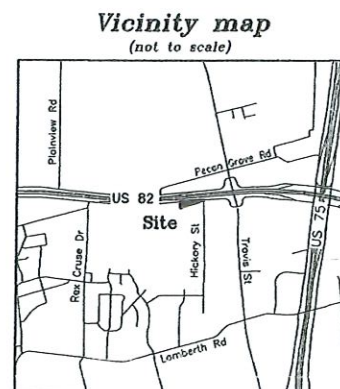
**General Notes:**

1. Water Supply to be provided by City of Sherman.
2. Sewer service to be provided by on-site sewage facility approved by Grayson County, Texas.
3. Electrical service is provided by Onco Electrical Delivery Co.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the roadway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plot herein lies within a Zone "X" (areas determined to be outside 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 4518100280 F, Revised Date: September 29, 2010.
8. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

Job No. CGS381021

Helvey-Wagner Surveying, Inc.  
222 W. Main St., Denison, Texas 75020  
Ph (903) 463-6191  
Email: kate@helveywagnersurveying.net  
TBPELS Firm Registration No. 10088100

Owners:  
Anthony Aleman and Lane Aleman  
6 Timbercreek  
Sherman, Texas 75092



**FIELD NOTES**

SITUATED in the City of Sherman, County of Grayson, State of Texas, being out of the J.B. McAnair Survey, Abstract No. 763, being all of the 1.574 acre tract of land conveyed by Warranty Deed with Vendor's Lien from Edgar Wayne McCarley, Trustee of the Edgar Wayne McCarley Revocable Trust to Anthony Aleman and Lane Aleman on October 21, 2020 and recorded in Instrument No. 2020-30130, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

**BEGINNING** at a concrete monument found at the intersection of the South right-of-way line of U.S. Highway No. 82 with the West line of Hickory Street, a public street, at the Southeast corner of said Aleman 1.574 ac.;

**THENCE** South 73 deg. 48 min. 47 sec. West, with the general course of a wire fence maintaining the South line of said Aleman 1.574 ac., a distance of 356.88 ft. to a 1/2 inch capped rebar found, stamped "RPLS 4488" at an angle point;

**THENCE** South 74 deg. 03 min. 58 sec. West, continuing with the general course of a wire fence maintaining the South line of said Aleman 1.574 ac., a distance of 264.20 ft. to a 1/2 inch capped rebar found, stamped "RPLS 4488" at an angle point;

**THENCE** South 74 deg. 45 min. 35 sec. West, continuing with the general course of a wire fence maintaining the South line of said Aleman 1.574 ac., a distance of 60.49 ft. to a 6 inch wood corner post at the Southwest corner of said Aleman 1.574 ac.;

**THENCE** North 00 deg. 26 min. 13 sec. East, continuing with the general course of a wire fence maintaining the West line of said Aleman 1.574 ac., passing East 0.5 ft. of a 6 inch wood corner post at a distance of 173.9 ft., continuing on and leaving said fence for a TOTAL distance of 174.97 ft. to a point in the South right-of-way line of said U.S. Highway No. 82, at the Northwest corner of said Aleman 1.574 ac., SMD point bears North 85 deg. 05 min. 05 sec. East, 593.70 ft. from a concrete monument found;

**THENCE** North 85 deg. 05 min. 05 sec. East, with the South right-of-way line of said U.S. Highway No. 82 and the North line of said Aleman 1.574 ac., a distance of 504.78 ft. to a point at the Northeast corner of said Aleman 1.574 ac., SMD point bears North 13 deg. 20 min. West, 0.4 ft. from a broken concrete monument found;

**THENCE** South 78 deg. 38 min. 55 sec. East, continuing with the South right-of-way line of said U.S. Highway No. 82 and the North line of said McCarley 1.560 ac., a distance of 153.90 ft. to the **PLACE OF BEGINNING** and containing 1.574 ACRES and/or 68,051 SQUARE FEET of land.

**KNOW ALL MEN BY THESE PRESENTS:**

THAT I, Billy F. Helvey, Registered Professional Land Surveyor, do hereby certify that I prepared this plot from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

Billy F. Helvey, R. P. L. S. No. 4488

Date:



We, Anthony Aleman and Lane Aleman, sole owners of Aleman Addition to the City of Sherman, Texas, do hereby dedicate the streets, easements, alleys, rights-of-way, parks, school sites and other public places shown hereon to the public use forever.

Anthony Aleman

Lane Aleman

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

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Notary Public, Grayson County, Texas

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

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Notary Public, Grayson County, Texas

*Sherman*  
CLASSIC TOWN BROAD HORIZON

This, the final plot of Aleman Addition to the City of Sherman, Texas, is hereby approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the Planning and Zoning Commission of the City of Sherman, Texas.

Chairman

Secretary

This, the final plot of Aleman Addition to the City of Sherman, Texas, is hereby approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS:

MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing final plot of Aleman Addition to the City of Sherman, Texas, was submitted to the City Council of Sherman, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plot, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, BY \_\_\_\_\_  
CITY CLERK, CITY OF SHERMAN, TEXAS

**Aleman Addition  
to  
the City of Sherman  
Grayson County, Texas  
1.574 Acres  
in the  
J.B. McAnair Survey  
Abstract No. 763**

Helvey-Wagner Surveying, Inc.  
222 W. Main St., Denison, Texas 75020  
Ph (903) 463-6191  
Email: kate@helveywagnersurveying.net  
TBPELS Firm Registration No. 10088100

Owners:  
Anthony Aleman and Lane Aleman  
6 Timbercreek  
Sherman, Texas 75092





## STAFF REVIEW LETTER

January 3, 2022

Anthony Aleman and Lane Aleman  
6 Timbercreek  
Sherman, TX 75092

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

Dear Applicants,

The request for approval of the Aleman Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 11, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
2. Water main must be extended in accordance with City criteria to serve proposed Lots. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G)*
3. City sewer does not serve subject property. On-site sewage facility or extension of sewer main by developer is required. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
4. Privately owned and maintained detention in accordance with City criteria may be required upon development. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I)*
5. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
6. Original tax certificates with \$0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
7. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

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

Respectfully,



Wayne E. Lee, P.E., CFM  
Director of Engineering

cc: Robby Hefton, City Manager  
Tom Pruitt, Utility Engineer  
Clint Philpott, Assistant City Manager  
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Rob Rae, Director of Development Services  
Billy Hartsfield, Fire Marshal



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

**Agenda Item No. 8.**

**Meeting Date:** 01/11/2022

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

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

---

**Requested Action/Proposed Use:**

**\* 310 & 324 WEST U.S. HIGHWAY 82**

The request of Anthony and Lane Aleman (Owners) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property at 310 and 324 West U.S. Highway 82, being 1.574 acres in the J.B. McAnair Survey, Abstract No. 763, as follows:

***Planning and Zoning Commission***

Final Plat approval of Aleman Addition.

**Background:**

The property is located at 310 and 324 West U.S. Highway 82, the southwest corner of U.S. Highway 82 and Hickory Street and is zoned a C-2 (General Commercial) District. The owner would like to plat the property into (2) two lots for commercial development.

**The following has been approved for the property at 310 W. Highway 82:**

- August 13, 1979 - Zone change to a C-2 (General Commercial) District (Ordinance 3351)
- June 7, 2010 - Specific Use Permit to allow a single faced digital billboard in a C-2 (General Commercial) District (Ordinance 5652)
- May 18, 2021 - Variance to allow a 25' front setback for a 50' tall digital billboard
- October 19, 2020 - Specific Use Permit to allow a Contractor's Office/Warehouse in a C-2 (General Commercial) District (Ordinance 6329)

**The following has been approved for the property at 324 West Highway 82:**

- January 22, 1991 - Zone change to a C-2 (General Commercial) District (Ordinance 4196)
- October 18, 1994 - To not require a screening device between C-2 (General Commercial) District and R-1 (One Family Residential) District.

**Adjacent Zoning:**

R-1 (One-Family Residential) District

**Origination:**

Anthony and Lane Aleman (Owners)  
Helvey-Wagner Surveying, Inc. (Surveyor)

**Master Plan Designation:**

Suburban Residential – Increased density and closer building setbacks separate Suburban Residential from Countryside and Estate, but more landscaping and open space distinguish Suburban Residential from Urban and Auto-Urban categories. New suburban subdivisions typically have curvilinear streets and sidewalks, as well as curb and gutter.

**Number of notices mailed:**

Not required.

**Objections Received:**

0

**Development Review Meeting:**

No

---

**Attachments**

Location Map  
Zoning Map  
Aleman Addition  
Staff Review Letter

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# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Regular Meeting

G. 5.

**Meeting Date:** 02/07/2022

**Prepared By:** Rob Rae, Director of Development Services

**Approved By:** Robby Hefton, City Manager

---

### **Caption:**

#### **\*\* OTHER BUSINESS**

Replat approval of Grimsley Addition, being a Replat of the West 50 ft. of Lots 1 & 2, Block 4, Hall and Jones Addition; JDH Grimsley Properties, LLC, Owner; Phillip Morgan, Developer; and Helvey-Wagner Surveying, Inc., Surveyor (315 East College Street)

### **Issue:**

To consider Replat approval of Grimsley Addition, being a Replat of the West 50 ft. of Lots 1 & 2, Block 4, Hall and Jones Addition; JDH Grimsley Properties, LLC, Owner; Phillip Morgan, Developer; and Helvey-Wagner Surveying, Inc., Surveyor (315 East College Street)

### **Background:**

The property is located at 315 East College Street between Montgomery and Branch Streets and is zoned an R-1 (One-Family Residential) District. The owner would like to Replat part of three lots into one 50.19' wide lot, 5,034 lot area for residential development.

### **Origination:**

JDH Grimsley Properties, LLC (Owner)  
Helvey-Wagner Surveying, Inc. (Surveyor)

### **Financial Consideration:**

None

### **Staff Recommendation:**

At the January 11, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

### **Alternatives:**

None

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### **Attachments**

Location Map

Zoning Map

Grimsley Addition Replat

Staff Review Letter

P & Z Communication

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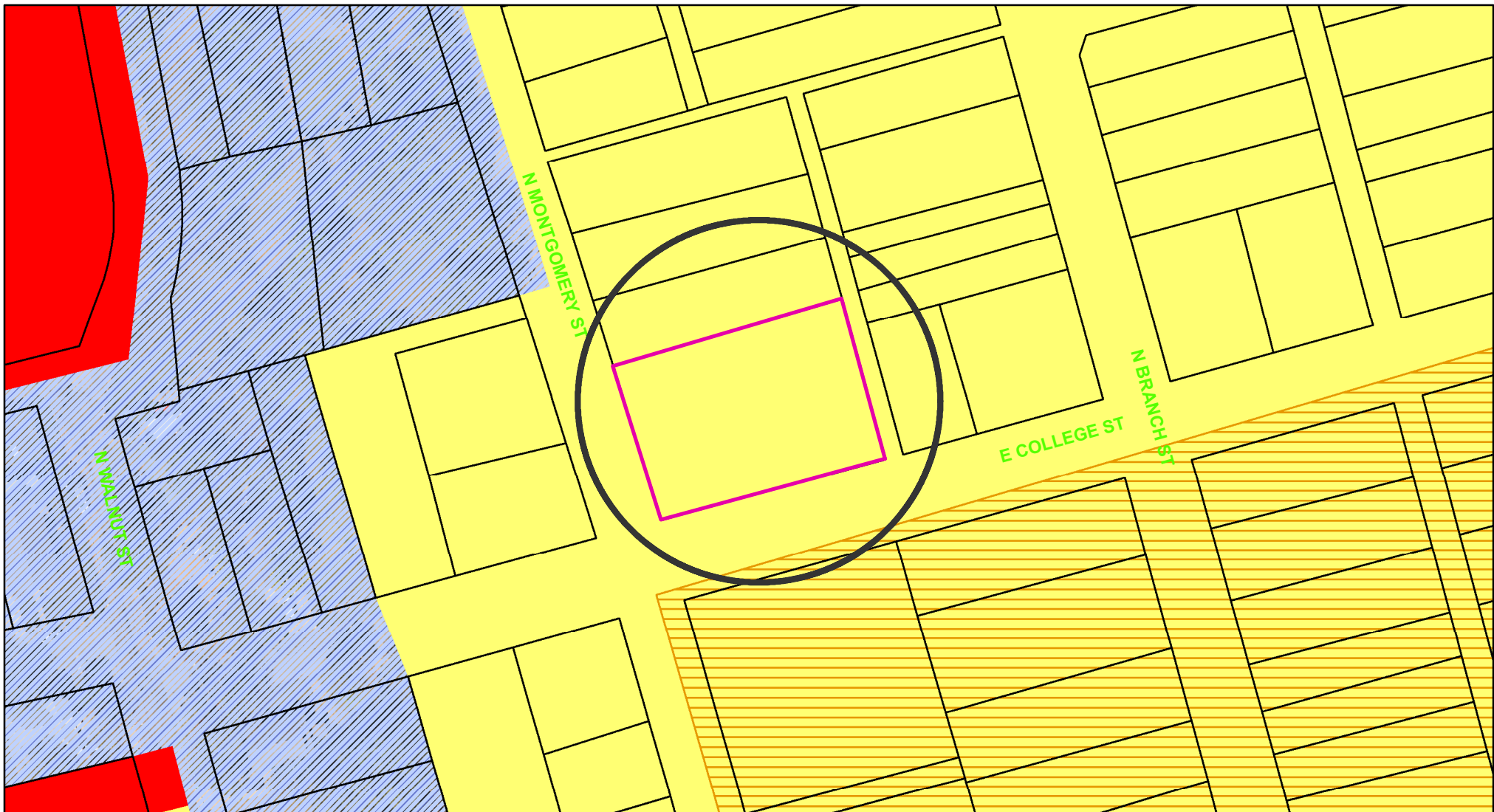
City of Sherman, Texas  
Development Services Department

**315 East College Street**



1 in = 100 ft





## Zoning - 315 East College Street

### Legend

#### Special Districts Overlay

##### DISTRICT\_NAME

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

#### Transportation Corridor

#### Representation: ShermGIS.DBO.TransportationCorridor\_Rep\_1

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

#### Zoning Districts

##### Representation: ShermGIS.DBO.ZoningDistrict\_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District

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



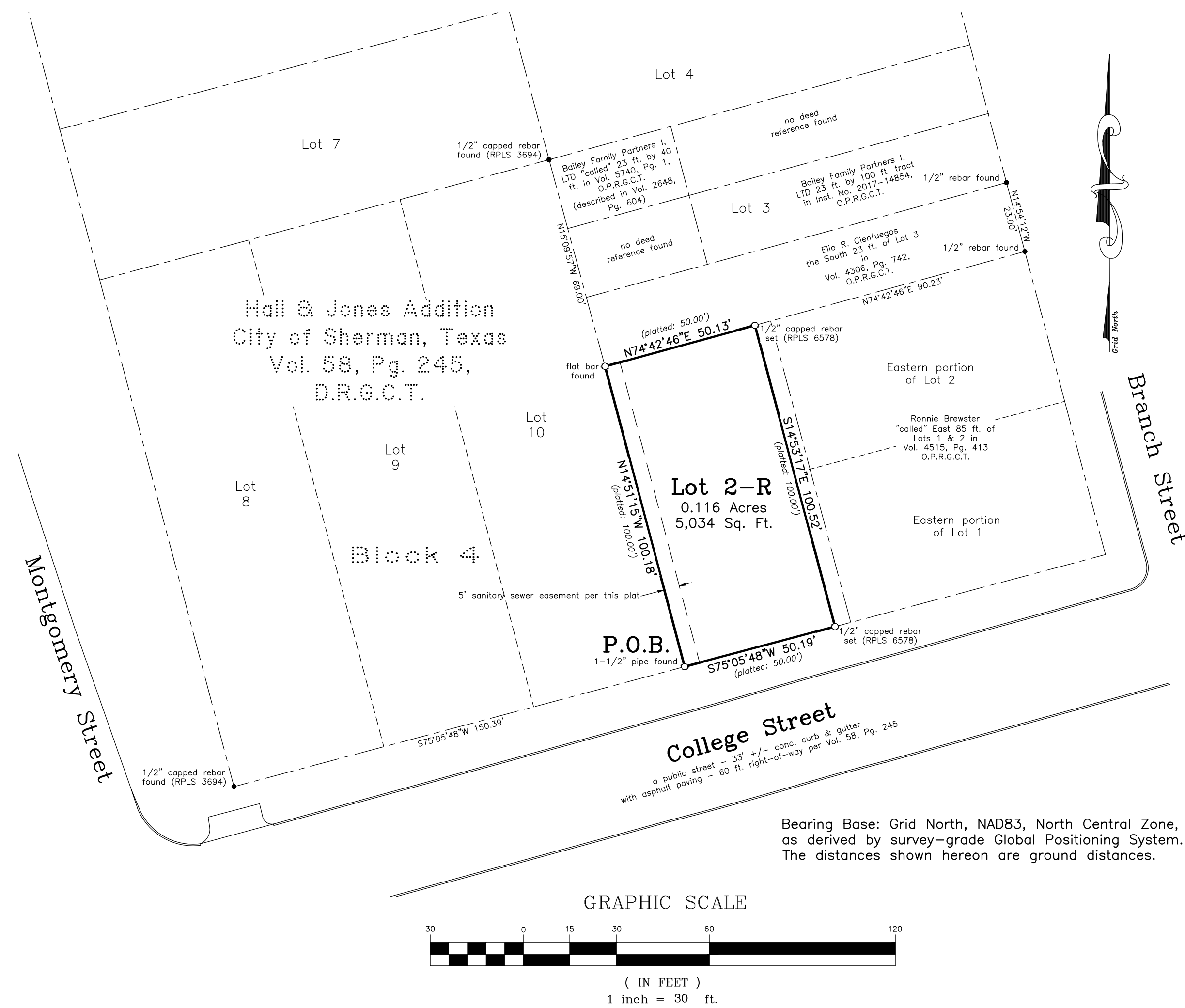
City of Sherman, Texas  
Development Services Department



NOT TO SCALE

1 in = 100 ft

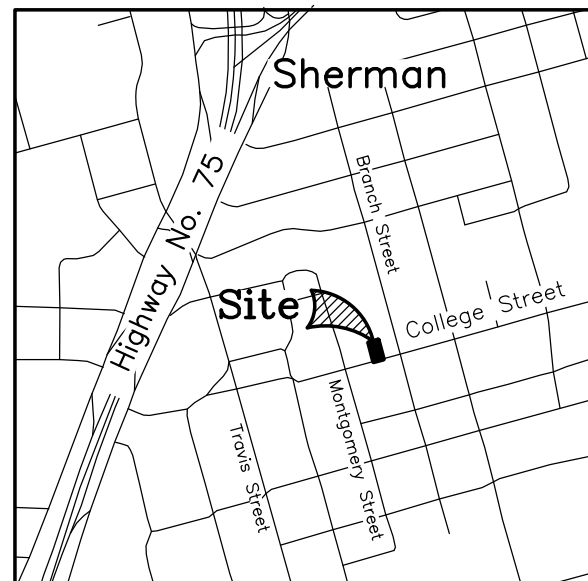




**Grimsley Addition**  
**(being a Replat of the West 50 ft.**  
**of Lots 1 & 2, Block 4,**  
**Hall and Jones Addition)**  
**to the**  
**City of Sherman, Texas**  
**0.116 Acres/5,034 Sq. Ft.**

**in the**  
**J.B. McAnair Survey**  
**Abstract No. 763**

**Vicinity Map**  
*(not to scale)*



**General Notes:**

1. Water Supply to be provided by City of Sherman, Texas.
2. Sewer service to be provided by City of Sherman, Texas.
3. Electrical service is provided by Oncor Electrical Delivery Co.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the roadway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat hereon lies within a Zone "X" (areas determined to be outside 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0290 F, Revised Date: September 29, 2010.
8. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

Job No. CGS441221  
Owner  
Helvey-Wagner Surveying, Inc.  
222 W. Main St., Denison, Texas 75020  
Phone (903) 463-6191  
Email: kate@helveywagnersurvey.net  
TBPELS Firm Registration No. 10088100  
JDH Grimsley Properties, LLC  
7612 Queens Garden Drive  
Dallas, Texas 75248

**FIELD NOTES**

**SITUATED** in the City of Sherman, County of Grayson, State of Texas, being the "called" West 50 ft. of Lots 1 and 2 of Hall and Jones Addition to the City of Sherman, Texas, as recorded in Volume 58, Page 245, Deed Records, Grayson County, Texas, being more particularly described by metes and bounds as follows, to-wit:

**BEGINNING** at a 1-1/2 inch pipe found, lying in the North right-of-way line of College Street, a generally East-West street, being the Southeast corner of Lot 10, said Block 4, and the Southwest corner of both said Lot 1 and the herein described tract, SAID pipe bears South 75 deg. 05 min. 48 sec. West, 150.39 ft. to a 1/2 inch capped rebar found (RPLS 3694) at the Southwest corner of Lot 8, said Block 4;

**THENCE** North 14 deg. 51 min. 15 sec. West, with the West lines of said Lots 1 and 2, and the East line of said Lot 10, a distance of 100.18 ft. to a flat bar found at the Northwest corner of both said Lot 2 and the herein described tract, lying in the South line of the Elio R. Cienfuegos tract of land known as the South 23 ft. of Lot 3, Block 4, of said Hall and Jones Addition, in Volume 4306, Page 742, Official Public Records, Grayson County, Texas, FROM which a 1/2 inch capped rebar found (RPLS 3694) at the Northeast corner of said Lot 10 bears North 15 deg. 09 min. 57 sec. West, 69.00 ft.;

**THENCE** North 74 deg. 42 min. 46 sec. East, with the North line of said Lot 2 and the South line of said Cienfuegos tract, a distance of 50.13 ft. to a 1/2 inch capped rebar set (RPLS 6578) at the Northeast corner of the herein described tract, FROM which a 1/2 inch rebar found at the Northeast corner of said Lot 2 bears North 74 deg. 42 min. 46 sec. East, 90.23 ft.;

**THENCE** South 14 deg. 53 min. 17 sec. East, over and across both said Lots 1 and 2, a distance of 100.52 ft. to a 1/2 inch capped rebar set (RPLS 6578) at the Southeast corner of the herein described tract, lying in the North right-of-Way line of said College Street and the South line of said Lot 1;

**THENCE** South 75 deg. 05 min. 48 sec. West, with the North right-of-Way line of said College Street and the South line of said Lot 1, a distance of 50.19 ft. to the **PLACE OF BEGINNING** and containing **0.116 ACRES** and/or **5,034 SQUARE FEET** of land.

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT** I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that I prepared this plot from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

Kate A. Wagner, R. P. L. S. No. 6578 Date:



I, JDH Grimsley Properties, LLC, sole owner of Grimsley Addition to the City of Sherman, Texas, do hereby dedicate the streets, easements, alleys, rights-of-way, parks, school sites and other public places shown hereon to the public use forever.

J.D. Grimsley, Representative for JDH Grimsley Properties, LLC

**AVIGATION RELEASE**

WHEREAS, JDH Grimsley Properties, LLC, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as Grimsley Addition, an addition to the City of Sherman, Grayson County, Texas.

OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a municipal corporation, hereinafter called CITY, and Sherman Municipal Airport, hereinafter called AIRPORT, from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of all aircraft (aircraft being defined for the purposes of this instrument as any contrivance now known or hereinafter invented, used or designed or navigation of or flight in the air) by whomsoever owned and operated, in the airspace above OWNER'S property. Such release shall include, but not be limited to, any damages to the OWNER's described property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on the Sherman Municipal Airport, whether such claim be for injury or death to person or persons damages to or taking off of property; and OWNER does hereby fully remise and release any right or cause of action which it may now have or which it may in the future have against the CITY or AIRPORT, whether such claims be for injury or death to persons or damage to property due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation and/or maintenance of aircraft or aircraft engines at or on said Sherman Municipal Airport.

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at Grimsley Addition, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2022.

By: \_\_\_\_\_

By: Authorized Representative for JDH Grimsley Properties, LLC, Owner

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

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2022.

Notary Public, Grayson County, Texas



This, the final plat of Grimsley Addition to the City of Sherman, Texas, is hereby approved this \_\_\_\_ day of \_\_\_\_\_, 2022, by the Planning and Zoning Commission of the City of Sherman, Texas.

Chairman \_\_\_\_\_ Secretary \_\_\_\_\_

This, the final plat of Grimsley Addition to the City of Sherman, Texas is hereby approved this \_\_\_\_ day of \_\_\_\_\_, 2022, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: \_\_\_\_\_  
MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing final plat of Grimsley Addition to the City of Sherman, Texas, was submitted to the City Council of Sherman, Texas, on the \_\_\_\_ day of \_\_\_\_\_, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022, BY \_\_\_\_\_  
CITY CLERK, CITY OF SHERMAN, TEXAS

**Grimsley Addition**  
**(being a Replat of the West 50 ft.**  
**of Lots 1 & 2, Block 4,**  
**Hall and Jones Addition)**  
**to the**  
**City of Sherman, Texas**  
**0.116 Acres/5,034 Sq. Ft.**

**in the**  
**J.B. McAnair Survey**  
**Abstract No. 763**





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## STAFF REVIEW LETTER

January 3, 2022

JDH Grimsley Properties, LLC  
7612 Queens Garden Drive  
Dallas, TX 75248

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

Dear Applicants,

The request for approval of the Grimsley Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 11, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
2. Dedicate a 10' Utility Easement along College Street. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
3. Original tax certificates with \$0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
4. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
5. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

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

Respectfully,



Wayne E. Lee, P.E., CFM  
Director of Engineering

cc:      Robby Hefton, City Manager  
         Tom Pruitt, Utility Engineer  
         Clint Philpott, Assistant City Manager  
         The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Rob Rae, Director of Development Services  
Billy Hartsfield, Fire Marshal



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

**Agenda Item No. 10.**

**Meeting Date:** 01/11/2022

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

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

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**Requested Action/Proposed Use:**

**315 EAST COLLEGE STREET**

The request of JDH Grimsley Properties, LLC (Owner), Phillip Morgan (Developer) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property at 315 East College Street, being 0.116 acres in the J.B. McAnair Survey, Abstract No. 763 and being the west 50 foot of Lots 1 and 2 of Hall and Jones Addition, as follows:

***Board of Adjustments***

- A. Exception under Ordinance No. 2280, Section 6.3, Subsections (1) to allow a 50.19' lot width, 5,034 lot area in lieu of the required 60' lot width, 6,000 square foot lot area for the proposed Lot 2R, Grimsley Addition, a Replat of the west 50' of Lots 1 & 2, Block 4, Hall and Jones Addition in an R-1 (One-Family Residential) District:
- B. Variance under Ordinance No. 2280, Section 6.3, Subsection (1) to allow 5' side setbacks for a single-family residential dwelling in lieu of the required 6' in an R-1 (One-Family Residential) District.

***Planning and Zoning Commission***

- C. Replat approval of Grimsley Addition, being a Replat of the West 50 ft. of Lots 1 & 2, Block 4, Hall and Jones Addition.

**Background:**

The property is located at 315 East College Street between Montgomery and Branch Streets and is zoned an R-1 (One-Family Residential) District. The owner would like to Replat part of three lots into one 50.19' wide lot, 5,034 lot area for residential development. They are also requesting 5' side yard setbacks for the residential dwelling.

**Adjacent Zoning:**

R-1 (One-Family Residential) District



**Origination:**

JDH Grimsley Properties, LLC (Owner)  
Helvey-Wagner Surveying, Inc. (Surveyor)

**Master Plan Designation:**

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

**Number of notices mailed:**

62

**Objections Received:**

0

**Development Review Meeting:**

No

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**Attachments**

Location Map  
Zoning Map  
Zoning Sign Photo  
Grimsley Addition  
Site Plan for Variance  
Staff Review Letter - Plat  
Staff Review Letter - Variance

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# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Regular Meeting

G. 6.

**Meeting Date:** 02/07/2022

**Prepared By:** Rob Rae, Director of Development Services

**Approved By:** Robby Hefton, City Manager

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### **Caption:**

#### **\*\* OTHER BUSINESS**

Replat approval of Professional Addition, being a Replat of Lots 6A-R and 6B-R, Replat of Lot 6, Block A, Dr. Swamy Addition and Lot 7, Block A, Dr. Swamy Addition; 2019 MK & Associates, LLC & 2017 GK Associates, LLC, Owners and Helvey-Wagner Surveying, Inc., Surveyor (2416, 2500 and 6119 Swamy Drive)

### **Issue:**

To consider Replat approval of Professional Addition, being a Replat of Lots 6A-R and 6B-R, Replat of Lot 6, Block A, Dr. Swamy Addition and Lot 7, Block A, Dr. Swamy Addition; 2019 MK & Associates, LLC & 2017 GK Associates, LLC, Owners and Helvey-Wagner Surveying, Inc., Surveyor (2416, 2500 and 6119 Swamy Drive)

### **Background:**

The property is located at 2416, 2500 and 6119 Swamy Drive, the southeast corner of U.S. Highway 82 and FM 691 and is zoned a C-2 (General Commercial) District. The owner would like to Replat the property into (3) three lots for commercial development.

### **Origination:**

2019 MK & Associates, LLC & 2017 GK Associates, LLC (Owners)  
Helvey-Wagner Surveying, Inc. (Surveyor)

### **Financial Consideration:**

None

### **Staff Recommendation:**

At the January 11, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

### **Alternatives:**

None

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## **Attachments**

Location Map

Zoning Map

Professional Addition Replat

Staff Review Letter

P & Z Communication

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City of Sherman, Texas  
Development Services Department

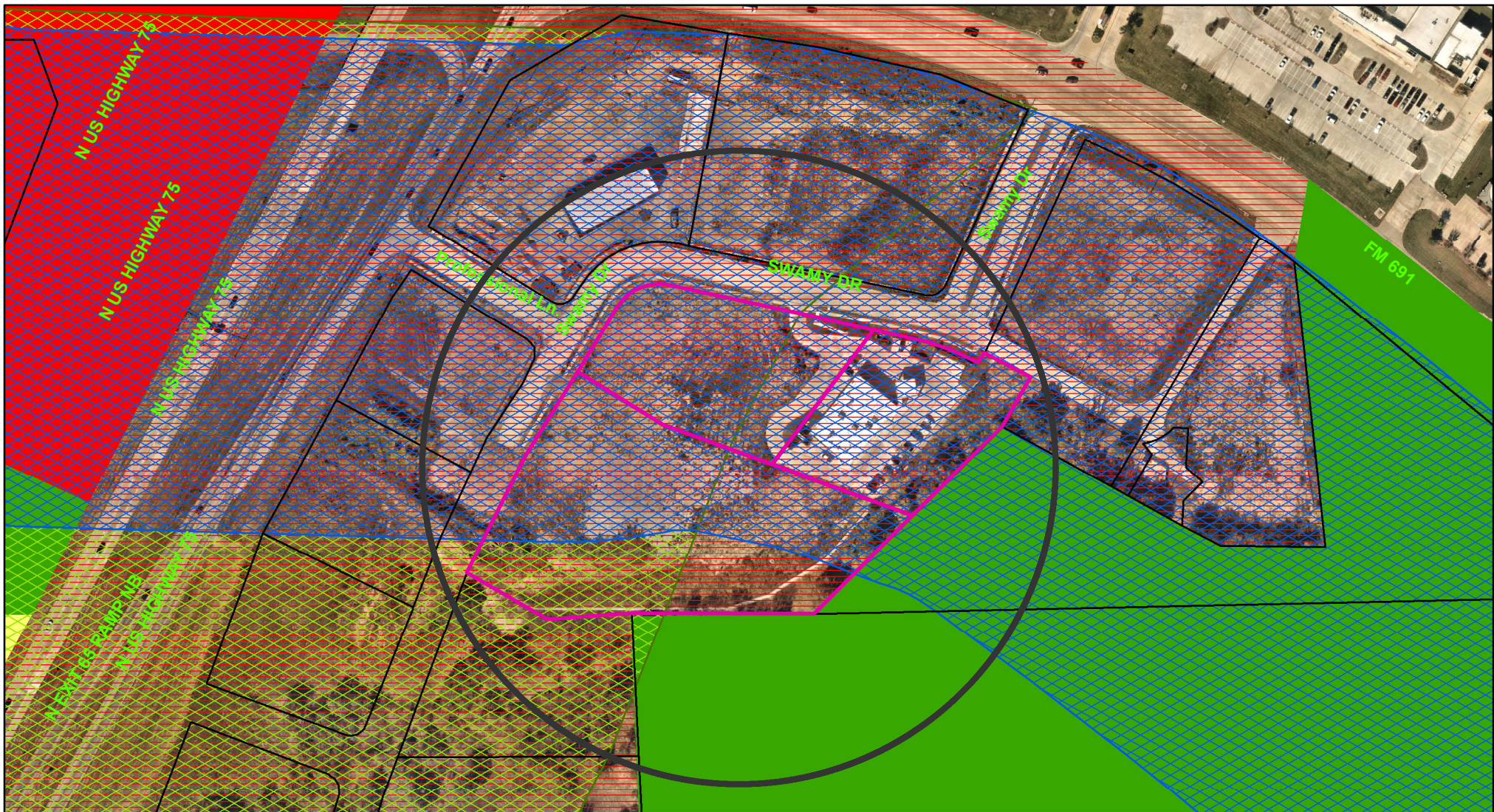
## 2416, 2500 & 6119 Swamy Drive



NOT TO SCALE

1 in = 293 ft





## Zoning - 2416, 2500 & 6119 Swamy Drive

### Legend

#### Special Districts Overlay

##### DISTRICT\_NAME

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

#### Transportation Corridor

#### Representation: SpermGIS.DBO.TransportationCorridor\_Rep\_1

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

#### Zoning Districts

##### Representation: SpermGIS.DBO.ZoningDistrict\_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District

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



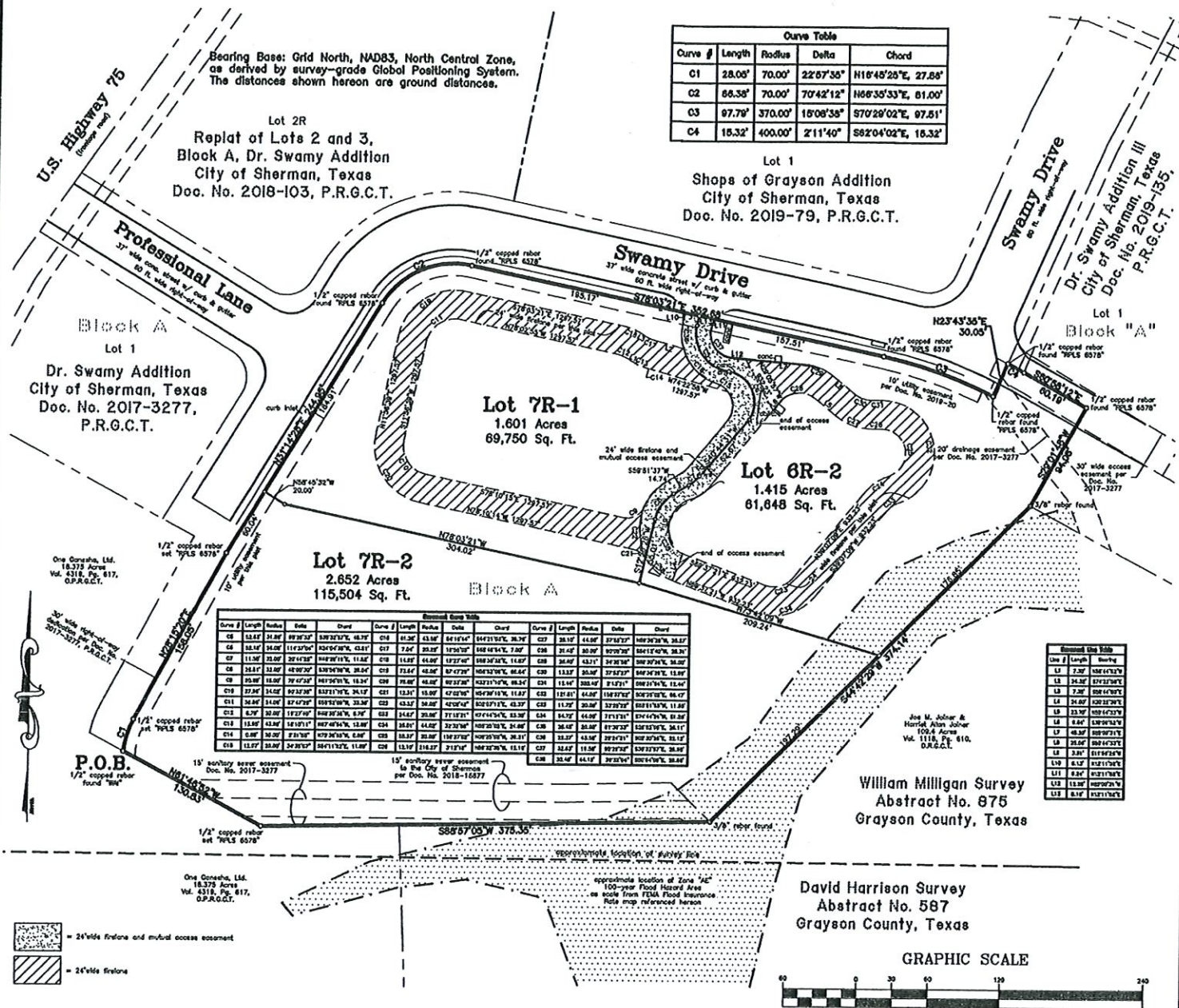
City of Sherman, Texas  
Development Services Department



NOT TO SCALE

1 in = 200 ft





# Professional Addition (being a Replat of Lots 6A-R and 6B-R, Replat of Lot 6, Block A, Dr. Swamy Addition and Lot 7, Block A, Dr. Swamy Addition)

to  
**City of Sherman**  
**Grayson County, Texas**  
**5.668 Acres/246,882 Sq. Ft.**  
in the  
**William Milligan Survey**  
**Abstract No. 875**

- General Notes:**
1. Water Supply to be provided by City of Sherman.
  2. Sewer service to be provided by City of Sherman.
  3. Electrical service to be provided by Oncor Electric Delivery Co.
  4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the roadway is prohibited.
  5. Any existing creek or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
  6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
  7. All of the property shown on the plat herein lies within a Zone 100-Year Flood Hazard Area Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 49181C0280 F, Revised Date: September 28, 2010.
  8. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury or loss of life or property occasioned by flooding or flooding conditions.
  9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

Job No. CGS541221  
**Helvey-Wagner Surveying, Inc.**  
222 W. Main St., Denison, Texas 75020  
Ph (903) 463-6191  
Email: kate@helveywagnersurveying.net  
TBPELS Firm Registration No. 10088100

Owner:  
2019 M K & Associates, LLC &  
2017 GK Associates, LLC  
1858 Buckeye Drive  
Allen, Texas 75013



## FIELD NOTES

SITUATED in the City of Sherman, County of Grayson, State of Texas, and being a part of the William Milligan Survey, Abstract No. 875, and being all of Lot 7, Block A, Dr. Swamy Addition to the City of Sherman, Texas, as per plat of record in Document No. 2017-3277, Plat Records, Grayson County, Texas, and Lots 6A-R and 6B-R, Replat of Lot 6, Dr. Swamy Addition to the City of Sherman, Texas as per plat of record in Doc. No. 2019-20, said Plat Records and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a 1/2 inch capped rebar found, stamped "W" at the Southeast corner of Swamy Drive, as dedicated per Doc. No. 2017-3277, in a North line of the One Ganesha, LTD 18.375 acre tract of land conveyed in Volume 4319, Page 617, Official Public Records, Grayson County, Texas, at the Southwest corner of both said Lot 7 and the herein described tract;

THENCE Northeast, with the East line of said Swamy Drive and the West line of said Lot 7, along a curve to the right having a radius of 70.00 ft., a central angle of 22 deg. 57 min. 35 sec. (Chord bears: North 18 deg. 48 min. 25 sec. East, 27.88 ft.), and an arc length of 28.00 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at the end of said curve;

THENCE North 28 deg. 15 min. 20 sec. East, continuing with the East line of said Swamy Drive and the West line of said Lot 7, a distance of 158.05 ft. to a 1/2 inch capped rebar found, stamped "RPLS 6578" at the beginning of a curve;

THENCE North 31 deg. 14 min. 28 sec. East, continuing with the East line of said Swamy Drive and the West line of said Lots 7 and 6A-R, a distance of 244.95 ft. to a 1/2 inch capped rebar found, stamped "RPLS 6578" at the beginning of a curve;

THENCE Northeast, along the Northwest line of said Lot 6A-R and the Southeast line of said Swamy Drive, with a curve to the right, having a radius of 70.00 ft., a central angle of 70 deg. 42 min. 12 sec. (Chord bears: North 68 deg. 35 min. 33 sec. East, 81.00 ft.) and an arc length of 88.38 ft. to a 1/2 inch capped rebar found, stamped "RPLS 6578" at the end of said curve;

THENCE South 78 deg. 03 min. 21 sec. East, with the South right-of-way of said Swamy Drive and the North line of said Lot 6B-R & Lot 6B-R, a distance of 352.88 ft. to a 1/2 inch capped rebar found, stamped "RPLS 6578" at the beginning of a curve to the right, at an angle point;

THENCE East, continuing with the South right-of-way of said Swamy Drive and the North line of said Lot 6B-R, and a tangent curve to the right, having a radius of 370.00 ft. and a central angle of 15 deg. 08 min. 35 sec., (Chord bears: South 70 deg. 28 min. 02 sec. East, 97.51 ft.), on an arc distance of 97.79 ft. to a 1/2 inch capped rebar found stamped "RPLS 6578" at an EI corner of said Lot 6B-R;

THENCE North 23 deg. 43 min. 35 sec. East, with the East right-of-way of said Swamy Drive and a West line of said Lot 6B-R, a distance of 30.05 ft. to a 1/2 inch capped rebar found stamped "RPLS 6578" at the most Western Southwest corner of Lot 1, Block "A" of Dr. Swamy Addition III to the City of Denison, Texas, recorded in Document No. 2019-135, said Plat Records and the most Northern Northwest corner of said Lot 6B-R;

THENCE East, with a South line of said Lot 1 and a North line of said Lot 6B-R, and a non-tangent curve to the right, having a radius of 400.00 ft., a central angle of 02 deg. 11 min. 40 sec., (Chord bears: South 62 deg. 04 min. 02 sec. East, 15.32 ft.) on an arc distance of 15.32 ft. to a 1/2 inch capped rebar found stamped "RPLS 6578" at the end of said curve, an angle point;

THENCE South 60 deg. 58 min. 12 sec. East, continuing with a South line of said Lot 1 and a North line of said Lot 6B-R, a distance of 60.19 ft. to a 1/2 inch capped rebar found stamped "RPLS 6578" at an EI corner of said Lot 1 and Northeast corner of said Lot 6B-R;

THENCE South 29 deg. 01 min. 48 sec. West, with a West line of said Lot 1 and the East line of said Lot 6B-R, a distance of 94.08 ft. to a 3/8 inch rebar found at a Northwest corner of the 109.4 acre tract of land conveyed to Joe M. Joiner and Harriet Alan Joiner, recorded in Volume 1118, Page 610, Deed Records, Grayson County, Texas, and an angle point of said Lot 6B-R;

THENCE South 44 deg. 42 min. 29 sec. West, with the West line of said Joiner 109.4 ac. and the East line of both said Lot 6B-R and Lot 7, a distance of 374.14 ft. to a 3/8 inch rebar found at an EI corner of said Lot 109.4 ac. and the Southeast corner of said Lot 7;

THENCE South 88 deg. 57 min. 05 sec. West, with the North line of both said Joiner 109.4 ac. and One Ganesha 18.375 ac. and the South line of said Lot 7, a distance of 375.35 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" at an angle point of both said One Ganesha and Lot 7;

THENCE North 61 deg. 46 min. 52 sec. West, with a North line of said One Ganesha 18.375 ac. and the South line of said Lot 7, a distance of 130.83 ft. to the PLACE OF BEGINNING and containing 5.668 ACRES of land.

### KNOW ALL MEN BY THESE PRESENTS:

THAT I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

Kate A. Wagner, R. P. L. S. No. 6578 Date:



I, 2019 MK & Associates, LLC & 2017 GK Associates, LLC, sole owner of Professional Addition (being a Replat of Lots 6A-R and 6B-R, Replat of Lot 6, Block A, Dr. Swamy Addition and Lot 7, Block A, Dr. Swamy Addition) to City of Sherman, Grayson County, Texas, do hereby dedicate the streets, easements, alleys, rights-of-way, parks, school sites and other public places shown hereon to the public use forever.

Authorized Representative for 2019 MK & Associates, LLC & 2017 GK Associates, LLC

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

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Notary Public, Grayson County, Texas

This, the final plat of Professional Addition (being a Replat of Lots 6A-R and 6B-R, Replat of Lot 6, Block A, Dr. Swamy Addition and Lot 7, Block A, Dr. Swamy Addition) to City of Sherman, Grayson County, Texas, is hereby approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the Planning and Zoning Commission of the City of Sherman, Texas.

Chairman \_\_\_\_\_ Secretary \_\_\_\_\_

This, the final plat of Professional Addition (being a Replat of Lots 6A-R and 6B-R, Replat of Lot 6, Block A, Dr. Swamy Addition and Lot 7, Block A, Dr. Swamy Addition) to City of Sherman, Grayson County, Texas, is hereby approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: MAYOR, CITY OF SHERMAN, TEXAS DATE \_\_\_\_\_

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing final plat of Professional Addition (being a Replat of Lots 6A-R and 6B-R, Replat of Lot 6, Block A, Dr. Swamy Addition and Lot 7, Block A, Dr. Swamy Addition) to City of Sherman, Grayson County, Texas, was submitted to the City Council of Sherman, Texas, on the day of \_\_\_\_\_, 2021, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, BY \_\_\_\_\_ CITY CLERK, CITY OF SHERMAN, TEXAS

# Professional Addition (being a Replat of Lots 6A-R and 6B-R, Replat of Lot 6, Block A, Dr. Swamy Addition and Lot 7, Block A, Dr. Swamy Addition)

to  
**City of Sherman**  
**Grayson County, Texas**  
**5.668 Acres/246,882 Sq. Ft.**

Job No. CGS541221  
**Helvey-Wagner Surveying, Inc.**  
222 W. Main St., Denison, Texas 75020  
Ph (903) 463-6191  
Email: kate@helveywagnersurveying.net  
TBPELS Firm Registration No. 10088100

Owner:  
2019 M K & Associates, LLC &  
2017 GK Associates, LLC  
1858 Buckeye Drive  
Allen, Texas 75013

In the  
**William Milligan Survey**  
**Abstract No. 875**





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## STAFF REVIEW LETTER

January 3, 2022

2019 M K & Associates, LLC  
2017 GK Associates, LLC  
1858 Buckeye Drive  
Allen, TX 75013

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

Dear Applicants,

The request for approval of the Professional Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 11, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
2. Remove fire lane from drawing.
3. Dedicate a 30 +/- foot Right of Way Dedication along Swamy Drive to extend 60' ROW through eastern boundary of proposed Lot 6R-2. *Code of Ordinances Chapter 10, Exhibit A, Sec. 5(C)(1)*
4. Dedicate a 10' Utility Easement along new dedicated Right of Way. Easement shall begin at eastern boundary line of 10' Utility Easement in Instrument. 2019-20 and extend to eastern boundary of proposed Lot 6R-2. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
5. Show Sanitary Sewer Easement along Eastern boundary of proposed Lot 7R-2 over existing sewer main. If no easement exists, coordinate with Engineering Department for required width of sanitary sewer easement to be dedicated. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
6. Sanitary Sewer main must be extended in accordance with City criteria to serve proposed Lot 7R-1. Sewer capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
7. Dedicate 10' Sanitary Sewer Easement along South side of proposed Lot 6R-2 to serve proposed Lot 7R-1. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
8. Civil Engineering plans for sanitary sewer main extension shall be provided to the Engineering Department for review and approval. Plat to denote location of sanitary sewer easement serving Lot 7R-1 prior to filing of plat. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

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

Respectfully,



Wayne E. Lee, P.E., CFM  
Director of Engineering

cc: Robby Hefton, City Manager  
Tom Pruitt, Utility Engineer  
Clint Philpott, Assistant City Manager  
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Rob Rae, Director of Development Services  
Billy Hartsfield, Fire Marshal





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

**Agenda Item No. 9.**

**Meeting Date:** 01/11/2022

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

Clay Mahone, Chairman

David Downtain, Vice Chairman

Shawn Davis, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Glenn Whitaker, Commissioner

Bryan Blagg, Commissioner

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**Requested Action/Proposed Use:**

**\* 2416, 2500 AND 6119 SWAMY DRIVE**

The request of 2019 MK & Associates, LLC & 2017 GK Associates, LLC (Owners) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property at 2416, 2500 and 6119 Swamy Drive, being 5.668 acres in the William Milligan Survey, Abstract No. 875, and being all of Lot 7, Block A, Dr. Swamy Addition and Lots 6A-R and 6B-R, Replat of Lot 6, Dr. Swamy Addition, as follows:

***Planning and Zoning Commission***

Replat approval of Professional Addition, being a Replat of Lots 6A-R and 6B-R, Replat of Lot 6, Block A, Dr. Swamy Addition and Lot 7, Block A, Dr. Swamy Addition.

**Background:**

The property is located at 2416, 2500 and 6119 Swamy Drive, the southeast corner of U.S. Highway 82 and FM 691 and is zoned a C-2 (General Commercial) District. The owner would like to Replat the property into (3) three lots for commercial development.

**Adjacent Zoning:**

R-1 (One-Family Residential) District

C-2 (General Commercial) District

**Origination:**

2019 MK & Associates, LLC & 2017 GK Associates, LLC (Owners)  
Helvey-Wagner Surveying, Inc. (Surveyor)

**Master Plan Designation:**

Natural – Natural areas are wooded or vegetated lands which are essentially untouched by development and still retain significant resources.  
and

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

**Number of notices mailed:**

Not required.

**Objections Received:**

0

**Development Review Meeting:**

No

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**Attachments**

Location Map

Zoning Map

Professional Addition

Staff Review Letter

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# SHERMAN CITY COUNCIL

## Agenda Communication Form

**City Council Regular Meeting**

**H. 1.**

**Meeting Date:** 02/07/2022

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**

(a) Main Street Advisory Committee (1)

**Issue:**

There is currently one vacancy on the Main Street Advisory Committee. We have applications from Aaron Jason Bucy and Verna Morneau. There are no other applications for service on this board.

**Background:**

The City Council created the Main Street Advisory Committee by Resolution No. 6063, approved on March 7, 2016. The purpose of the Committee is to encourage participation in the Main Street Downtown Revitalization Program, to establish and evaluate goals and priorities for the Main Street Program, to review design appropriateness for the purpose of participation in the Main Street Low Interest Loan Program and Incentive Grant Projects, to design and coordinate activities coinciding with the Main Street Program, to assist with the Main Street Program Annual Report, and to advise and support the Main Street Manager to further the goals and priorities of the Main Street Program.

**Origination:**

The appointment originated with the Tourism Department.

**Financial Consideration:**

There is no financial consideration.

**Staff Recommendation:**

It is the staff recommendation that the City Council appoint Aaron Jason Bucy to the the Main Street Advisory Board.

**Alternatives:**

The alternative is to appoint someone else or delay an appointment to the Board.

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### **Attachments**

Roster

Fact Sheet

Applicant List

Aaron Jason Bucy Application

Verna Morneau Application

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# MEMBERSHIP ROSTER

## MAIN STREET ADVISORY BOARD

LENGTH OF TERMS: 2 Years  
Consecutive Term Limit 3 Terms

| MEMBER             | DISTRICT | TERM BEGINS                               | TERM EXPIRES                        | TER MS      | MEMBERSHIP REQUIREMENTS |
|--------------------|----------|-------------------------------------------|-------------------------------------|-------------|-------------------------|
| David Downtain     | 1        | A 6/8/2021                                | 6/8/2023                            | 1           |                         |
| Sean Vanderveer    | 3        | U 5/7/2019<br>R 3/31/2020                 | 3/31/2020<br>3/31/2022              | 0<br>1      |                         |
| Vacant             |          |                                           |                                     |             |                         |
| Tommi Sue Homuth   | n/a      | U 1/22/2020<br>R 3/31/2020                | 3/31/2020<br>3/31/2022              | 0<br>1      |                         |
| David Gunn         | n/a      | A 3/31/2017<br>R 3/31/2019<br>R 3/31/2021 | 3/31/2019<br>3/31/2021<br>3/31/2023 | 1<br>2<br>3 |                         |
| Nancy Sims         | 4        | A 3/31/2018<br>R 3/31/2020                | 3/31/2020<br>3/31/2022              | 1<br>2      |                         |
| Lindsey Manley     | 1        | A 9/5/2018<br>R 9/5/2020                  | 9/5/2020<br>9/5/2022                | 1<br>2      |                         |
| Diana Salas        | n/a      | A 9/5/2018<br>R 9/5/2020                  | 9/5/2020<br>9/5/2022                | 1<br>2      |                         |
| Courtney Mitchell  | 1        | A 9/5/2018<br>R 9/5/2020                  | 9/5/2020<br>9/5/2022                | 1<br>2      |                         |
| Sarah Richardson   | 4        | A 10/20/2020                              | 10/20/2022                          | 1           |                         |
| Ex-Officio Members |          |                                           |                                     |             |                         |
| Daron Holland      |          |                                           |                                     |             | Council Member          |
| Karen Tooley       |          |                                           |                                     |             | DSP&R President         |

Ex-Officio Members: City Council Member  
Downtown Sherman Preservation & Revitalization President

Chair:  
Vice Chair:

Resolution 6063, approved Sept. 4, 2018  
Increased membership from 6 to 10

CITY STAFF:  
Revised 6/8/2021

# FACT SHEET

## MAIN STREET ADVISORY BOARD

Established by RESOLUTION 6063 – MARCH 7, 2016

1. Number of Members: SIX
2. Term of Appointment: 2 YEARS
3. Consecutive Term Rule: THREE TERMS – ORDINANCE 4223 (10/21/91)
4. Qualifications for Membership: PRESERVE AND GROW DOWNTOWN AS A BUSINESS CENTER FOR SHERMAN
- 5.
6. Appointed by: MAYOR AND CITY COUNCIL

### 7. Board Organization

CHAIRPERSON E VICE CHAIRPERSON      SECRETARY E  
ELECTED E APPOINTED     

8. Departmental Responsibility: DIRECTOR OF COMMUNITY AND SUPPORT SERVICES
9. Meeting Date: NO RULE – AS SET BY BOARD BY-LAWS
10. Attendance Requirements: NO RULE – AS SET BY BOARD BY-LAWS

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### Ex-Officio Members:

City Council Member

Downtown Sherman Preservation & Revitalization President

### PURPOSE:

- Encourage participation in the Sherman Main Street Downtown Revitalization Program
- Establish and evaluate goals and priorities for the Main Street Program
- Review design appropriateness for the purpose of participation in the Main Street Low Interest Loan Program and Incentive Grant Projects
- Design and coordinate activities coinciding with the Main Street Program
- Assist with the Main Street Program Annual Report
- Advise and support the Main Street Manager to further the goals and priorities of the Main Street Program.

### RESPONSIBILITIES:

Said Board shall work with the Main Street Manager and other City officials to publicize the Main Street Program and shall recommend projects and activities to include marketing, advertising, promotion, design, organization, economic restructuring as related to the Main Street Program. The Board will also review any commercial construction or reconstruction plans proposed within the Main Street Program Target Area.

**APPLICANT LIST**  
**Main Street Advisory Board**

**Positions**  
**Vacant**   1  

| <b>Applicant</b> | <b>Address</b>       | <b>District</b> | <b>Qualifications</b>                                                                        |
|------------------|----------------------|-----------------|----------------------------------------------------------------------------------------------|
| Aaron Jason Bucy | 1917 Timberline Lane | 4               | Bucy Group of Companies<br>Appointed to the Animal<br>Control Advisory Board on<br>10/5/2021 |
| Verna Morneau    | 202 Arapaho West     | 4               | Angel Ridge Enterprises                                                                      |

COMMENTS:



# CITY OF SHERMAN APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:

City Clerk's Office  
220 W. Mulberry  
P.O. Box 1106  
Sherman, TX 75091  
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name:

AARON JASON BUCY

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board  
or Commission:

MAIN STREET ADVISORY COMMITTEE

☒ Yes, I would be interested in serving on subcommittees that may be formed.

## Personal Information

Home Address: 1917 TIMBERLINE LN

Mailing Address:

Telephone: 903-744-5502 Fax:

E-Mail: OFFICERBUCY@GMAIL.COM

Sherman Resident for 15 years County: 15

Drivers License No.: 29452312 (TX)

Voter Registration No.: 1167099109 ✓

## Occupational Information

Business Name: BUCY GROUP OF COMPANIES

Occupation: ENTREPRENEUR

Address: 111A N. TRAVIS ST., SUITE 3

Telephone: 903-357-8817 Fax:

E-Mail: AARON@BUCYGROUP.COM

Which Council District do you live in? (see attached map)

DISTRICT 4 ✓

Prior work experience: (please include dates)

SEE ATTACHED WORK HISTORY DOCUMENT

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1995

Business College, Correspondence School, Adult Education, Other? YES - SEE ATTACHED EDUCATION

Name of College/University: GRAYSON COLLEGE

☐ Bachelor's ☐ Master's ☐ PhD

DOCUMENT

Volunteer Work: (please include dates)

MAKE-A-WISH FOUNDATION (2003-2009), TEXAS STATE GUARD (2004-2010)  
CIVIL AIR PATROL (2019-PRESENT)

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☒ Yes ☐ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

CLASS C "ISSUANCE OF BAD CHECK" - CONVICTION DATE 1/2010 - PAID FINE

CASE NO: - SEE ATTACHED DOCKET SHEET.  
2003-2-395

Application valid for 12 months from date received

Taxes - None



Are you presently serving on a City board or commission? ☒ Yes ☐ No

If so, which one?

ANIMAL CONTROL ADVISORY COMMITTEE

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I HAVE A RETAIL STOREFRONT AT 125 N. TRAVIS. MY ADMIN OFFICE HAS BEEN AT 111A N. TRAVIS FOR 2 1/2 YEARS. I HAVE A USED INTEREST IN DOWNTOWN SUCCESS.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) PROVIDE GUIDANCE AND EDUCATION TO INDIVIDUALS INTERESTED IN DEVELOPING OR OPENING A NEW DOWNTOWN BUSINESS. A MENTOR PROGRAM TO NAVIGATE THE PERMITTING PROCESSES THROUGH THE DIFFERENT DEPARTMENTS AS THE PROJECT PROGRESSES WOULD BE HELPFUL.

2) PROVIDE AWARENESS TO DOWNTOWN SMALL BUSINESSES ABOUT GRANTS THROUGH OTHER AGENCIES, I.E. SEDCO, SBA, ETC.

3) I LIKE THE MULTI-BUSINESS PARTICIPATION IN THE DOWNTOWN EVENTS. I WOULD LIKE TO MAKE SURE THAT CONTINUES AND STRENGTHENS.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

AAS BUSINESS ADMIN. FAMILIARITY W/ MANY DOWNTOWN BUSINESS OWNERS: EMPLOYS DUE TO OFFICING DOWNTOWN FOR SEVERAL YEARS.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

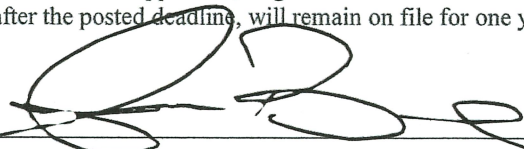
NONE

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No

Comments: I HAVE RECENTLY SPOKE W/ SARAH McRAE SMITH ABOUT BOARD ACTIVITIES AND PREVIOUSLY W/ TRACE ROSS, BEFORE HE MOVED.

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: 

Date: 10/13/2021

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

**Sherman**  
CLASSIC TOWN. BROAD HORIZON.



# CITY OF SHERMAN APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



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220 W. Mulberry  
P.O. Box 1106  
Sherman, TX 75091  
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Verna Morneau

*(Please print legal name and your name as you wish it to appear, if different.)*

Name of Board  
or Commission: Sherman Main Street Board

☒ Yes, I would be interested in serving on subcommittees that may be formed.

| Personal Information                                        | Occupational Information                          |
|-------------------------------------------------------------|---------------------------------------------------|
| Home Address: <u>202 Arapaho West</u>                       | Business Name: <u>Angel Ridge Enterprises</u>     |
| Mailing Address: <u>202 Arapaho West</u>                    | Occupation: <u>Marketing &amp; Media Director</u> |
| Telephone: <u>903-771-9206</u> Fax: _____                   | Address: <u>419 S Travis</u>                      |
| E-Mail: <u>media@angelridgeenterprises.com</u>              | Telephone: <u>903-821-4200</u> Fax: _____         |
| Sherman Resident for <u>44</u> years County: <u>Grayson</u> | E-Mail: <u>media@angelridgeenterprises.com</u>    |
| Drivers License No.: <u>03953054</u>                        |                                                   |
| Voter Registration No.: <u>1025169368</u> ✓                 |                                                   |

Which Council District do you live in? *(see attached map)* District 4 ✓

Prior work experience: *(please include dates)*

Elite-Energy Partners 2015-2017, Diana Salas Farmers Insurance 2017-2019, Sherman Chamber of Commerce 2019-2019, 831 Consulting 2017 - Current, Angel Ridge 2021 to present.

**Educational Achievement:**

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1996

Business College, Correspondence School, Adult Education, Other? \_\_\_\_\_

Name of College/University: UT Dallas

☒ Bachelor's ☐ Master's ☐ PhD

**Volunteer Work: *(please include dates)***

I'm a Sherman Chamber Ambassador, I volunteer with many of Downtown Sherman Now events, I volunteer with several local non-profits.

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

*Taxes - None*



Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? \_\_\_\_\_

Why do you want to become a member of this particular board or commission (*how would you use this experience to benefit the City*)?  
I have previously served on the Sherman Main Street Board for almost two terms. I had to resigned due to health.  
I believe I was able to help many ways on this board while I served.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) I believe Sherman Main Street Board lacks people who really wants to jump in and do the work like so many other boards. I believe with careful consideration on who you select for your board or commission and looking at their precious volunteer service, you can find great people who will get the job done.

2) Board Members sometimes can veer of the main issue of the mission. I believe sometimes we all need to be reminded of the mission so we can stay on track.

3) Every Board Members obligation is participation, showing up and not missing. I believe that this can be resolved by making sure each board member knows the rules and consequences if participation isn't met.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

I'm critical thinking and works well with a team. I have great leadership skills and creative. I have certificates for Certified Associate in Project Management and a Project Management Professional. I love our community and being involved.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No  
Comments: \_\_\_\_\_

#### Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: Derna Mameau

Date: 1/30/22

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

**Sherman**  
CLASSIC TOWN. BROAD HORIZON.



# SHERMAN CITY COUNCIL

## Agenda Communication Form

### City Council Regular Meeting

**Meeting Date:** 02/07/2022

**Approved By:** Robby Hefton, City Manager

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**Caption:**

**COUNCIL CALENDAR**

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**Attachments**

2022 Council Calendar

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# 2022

## Council Calendar

| January |    |    |    |    |    |    |
|---------|----|----|----|----|----|----|
| Su      | Mo | Tu | We | Th | Fr | Sa |
|         |    |    |    |    |    | 1  |
| 2       | 3  | 4  | 5  | 6  | 7  | 8  |
| 9       | 10 | 11 | 12 | 13 | 14 | 15 |
| 16      | 17 | 18 | 19 | 20 | 21 | 22 |
| 23      | 24 | 25 | 26 | 27 | 28 | 29 |
| 30      | 31 |    |    |    |    |    |

| February |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| Su       | Mo | Tu | We | Th | Fr | Sa |
|          |    | 1  | 2  | 3  | 4  | 5  |
| 6        | 7  | 8  | 9  | 10 | 11 | 12 |
| 13       | 14 | 15 | 16 | 17 | 18 | 19 |
| 20       | 21 | 22 | 23 | 24 | 25 | 26 |
| 27       | 28 |    |    |    |    |    |
|          |    |    |    |    |    |    |

| March |    |    |    |    |    |    |
|-------|----|----|----|----|----|----|
| Su    | Mo | Tu | We | Th | Fr | Sa |
|       |    | 1  | 2  | 3  | 4  | 5  |
| 6     | 7  | 8  | 9  | 10 | 11 | 12 |
| 13    | 14 | 15 | 16 | 17 | 18 | 19 |
| 20    | 21 | 22 | 23 | 24 | 25 | 26 |
| 27    | 28 | 29 | 30 | 31 |    |    |
|       |    |    |    |    |    |    |

| April |    |    |    |    |    |    |
|-------|----|----|----|----|----|----|
| Su    | Mo | Tu | We | Th | Fr | Sa |
|       |    |    |    |    | 1  | 2  |
| 3     | 4  | 5  | 6  | 7  | 8  | 9  |
| 10    | 11 | 12 | 13 | 14 | 15 | 16 |
| 17    | 18 | 19 | 20 | 21 | 22 | 23 |
| 24    | 25 | 26 | 27 | 28 | 29 | 30 |
|       |    |    |    |    |    |    |

| May |    |    |    |    |    |    |
|-----|----|----|----|----|----|----|
| Su  | Mo | Tu | We | Th | Fr | Sa |
| 1   | 2  | 3  | 4  | 5  | 6  | 7  |
| 8   | 9  | 10 | 11 | 12 | 13 | 14 |
| 15  | 16 | 17 | 18 | 19 | 20 | 21 |
| 22  | 23 | 24 | 25 | 26 | 27 | 28 |
| 29  | 30 | 31 |    |    |    |    |
|     |    |    |    |    |    |    |

| June |    |    |    |    |    |    |
|------|----|----|----|----|----|----|
| Su   | Mo | Tu | We | Th | Fr | Sa |
|      |    |    | 1  | 2  | 3  | 4  |
| 5    | 6  | 7  | 8  | 9  | 10 | 11 |
| 12   | 13 | 14 | 15 | 16 | 17 | 18 |
| 19   | 20 | 21 | 22 | 23 | 24 | 25 |
| 26   | 27 | 28 | 29 | 30 |    |    |
|      |    |    |    |    |    |    |

| July |    |    |    |    |    |    |
|------|----|----|----|----|----|----|
| Su   | Mo | Tu | We | Th | Fr | Sa |
|      |    |    |    |    | 1  | 2  |
| 3    | 4  | 5  | 6  | 7  | 8  | 9  |
| 10   | 11 | 12 | 13 | 14 | 15 | 16 |
| 17   | 18 | 19 | 20 | 21 | 22 | 23 |
| 24   | 25 | 26 | 27 | 28 | 29 | 30 |
| 31   |    |    |    |    |    |    |

| August |    |    |    |    |    |    |
|--------|----|----|----|----|----|----|
| Su     | Mo | Tu | We | Th | Fr | Sa |
|        | 1  | 2  | 3  | 4  | 5  | 6  |
| 7      | 8  | 9  | 10 | 11 | 12 | 13 |
| 14     | 15 | 16 | 17 | 18 | 19 | 20 |
| 21     | 22 | 23 | 24 | 25 | 26 | 27 |
| 28     | 29 | 30 | 31 |    |    |    |
|        |    |    |    |    |    |    |

| September |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| Su        | Mo | Tu | We | Th | Fr | Sa |
|           |    |    |    | 1  | 2  | 3  |
| 4         | 5  | 6  | 7  | 8  | 9  | 10 |
| 11        | 12 | 13 | 14 | 15 | 16 | 17 |
| 18        | 19 | 20 | 21 | 22 | 23 | 24 |
| 25        | 26 | 27 | 28 | 29 | 30 |    |
|           |    |    |    |    |    |    |

| October |    |    |    |    |    |    |
|---------|----|----|----|----|----|----|
| Su      | Mo | Tu | We | Th | Fr | Sa |
|         |    |    |    |    |    | 1  |
| 2       | 3  | 4  | 5  | 6  | 7  | 8  |
| 9       | 10 | 11 | 12 | 13 | 14 | 15 |
| 16      | 17 | 18 | 19 | 20 | 21 | 22 |
| 23      | 24 | 25 | 26 | 27 | 28 | 29 |
| 30      | 31 |    |    |    |    |    |

| November |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| Su       | Mo | Tu | We | Th | Fr | Sa |
|          |    | 1  | 2  | 3  | 4  | 5  |
| 6        | 7  | 8  | 9  | 10 | 11 | 12 |
| 13       | 14 | 15 | 16 | 17 | 18 | 19 |
| 20       | 21 | 22 | 23 | 24 | 25 | 26 |
| 27       | 28 | 29 | 30 |    |    |    |
|          |    |    |    |    |    |    |

| December |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| Su       | Mo | Tu | We | Th | Fr | Sa |
|          |    |    |    | 1  | 2  | 3  |
| 4        | 5  | 6  | 7  | 8  | 9  | 10 |
| 11       | 12 | 13 | 14 | 15 | 16 | 17 |
| 18       | 19 | 20 | 21 | 22 | 23 | 24 |
| 25       | 26 | 27 | 28 | 29 | 30 | 31 |
|          |    |    |    |    |    |    |

|  |                                      |
|--|--------------------------------------|
|  | Holiday                              |
|  | Holiday for Firefighters/Police Only |
|  | City Council Regular Meeting         |
|  | City Council Called Meeting          |
|  | Special Called Meeting               |
|  | Budget Workshop                      |
|  | Cancelled City Council Meeting       |

| CALLED MEETINGS |                                              |
|-----------------|----------------------------------------------|
| 1/18/2022       | Rescheduled - Martin Luther King, Jr. Day    |
| 2/9/2022        | Capital Improvement Program Planning Session |
| 2/23/2022       | Joint Meeting - Legal Training               |
| 7/5/2022        | Rescheduled - Independence Day               |
| 9/6/2022        | Rescheduled - Labor Day                      |
|                 |                                              |
|                 |                                              |
|                 |                                              |
|                 |                                              |