CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, FEBRUARY 6, 2023
5:00 P.M.

A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

A. 2. PLEDGE OF ALLEGIANCE LED BY DEPUTY MAYOR JOSH STEVENSON

A. 3. INVOCATION BY DEPUTY MAYOR JOSH STEVENSON

A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JANUARY 17, 2023

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. 6560
Accepting and Approving the Amended Project Plan and the Financing Plan for the Sherman Tax Increment Reinvestment Zone, Number Two (#2); Providing for Findings of Fact

D. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6561
Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow a Tattoo Studio on a Tract of Land Zoned C-2 (General Commercial) District Located at 4909 Texoma Parkway, Suite 104, Lot 1, Block 1, Sherman I-75 Addition, City of Sherman, Grayson County, Texas (Norcan Enterprises, Inc., Owner; Joseph Jennings, Tenant; and Copley Land Surveying, Surveyor); Prescribing Conditions to the Specific Use Permit; Providing A Penalty Not to Exceed $2,000.00

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

D. 3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6562**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 6.226 Acres in the J.B McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, Located at 2131 North Loy Lake Road, Heretofore Zoned C-2 (General Commercial) District; Rezoning and Placing the Tract in the MF-30 (Multi-Family Residential) District Zoning Classification, (Matthew Grynwald, Owner; Honey Goel, Representative; Kohinoor Rahman, FK + Architect, LLC, Representative/Architect; and Underwood Drafting & Surveying , 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. 6563**

Amending Sherrnan's Zoning Ordinance/Code of Ordinances Chapter 14 and Granting a Specific Use Permit to allow Automobile, Motorcycle, Boat or Trailer Sales, New or Used, on a Tract of Land Zoned C-2 (General Commercial) District Located at 2500 Texoma Parkway, Consisting of 5.933 acres in the R. Hendrix Survey, Abstract No. 504, City of Sherman, Grayson County, Texas (John E. Russell, RFJ Auto Properties, LLC, Owner; Jeremy Nelson, Representative; Kirkman Engineering, Engineer; Landprint Landscape Architecture and Urban Design, Landscape Architect; and Barton Chapa Surveying, LLC, Surveyor); Prescribing Conditions to the Specific Use Permit; Providing A Penalty Not to Exceed $2,000.00

D. 5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6564**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 24.535 acres in part of the Robert Foster Survey, Abstract No. 420 and the James A. Foster Survey, Abstract No. 418, City of Sherman, Grayson County, Texas, located in the 101-201 Blocks East Shepherd Road and the 6601-6801 Blocks South Highway 75 heretofore zoned R-6 (Single-Family Residential) District; Rezoning and Placing the Tract in the C-1 (Retail Business) District Zoning Classification (Badresh Trifdei, Prograce Shepherd LLC, Owner; Bohler Engineering, Engineer; and Nexmetro Communities, Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6565**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 29.776 acres in Part of the Robert Foster Survey, Abstract No. 420 and the James A. Foster Survey, Abstract No. 418, City of Sherman, Grayson County, Texas, located in the 101-201 Blocks East Shepherd Road and the 6601-6801 Blocks South Highway 75, heretofore zoned R-6 (Single-Family Residential) District; Rezoning and placing the tract in the MF-15 (Multi-Family Residential) District Zoning Classification (Badresh Trifdei, Prograce Shepherd LLC, Owner; Bohler Engineering, Engineer; and Nexmetro Communities, Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6566**

Adopting a Revised Official Zoning Map

Close Public Hearing and Consider Adoption of Ordinances

D. 8. **ADOPTION OF ORDINANCES**

Consider Adoption of Ordinance Numbers 6560, 6561, 6562, 6563, 6564, 6565 & 6566.

Resolutions

E. 1. **RESOLUTION NO. 7024**

Confirming the Employment of the Sherman Fire Department's Fire Chief

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

E. 2. **RESOLUTION NO. 7025**
Declaring the City of Sherman's Intention to Participate in an Economic Development Program to Promote Development/ Redevelopment in Tax Increment Reinvestment Zone Number 2; Establishing Guidelines and Criteria

E. 3. **RESOLUTION NO. 7026**
Authorizing Execution of an Agreement with David Downtain, d/b/a RP Sherman Properties II, LLC under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program for Improvements to 211 West Lamar Street

E. 4. **** RESOLUTION NO. 7027***
Requesting Authorization to Purchase NeoGov Applicant Tracking and E-forms Software-As-Service from SHI International Corporation Through the OMNIA Partners Purchasing Cooperative

E. 5. **** RESOLUTION NO. 7028***
Awarding a Bid to and Authorizing Execution of a Contract with Rubicon Global, LLC for the Purchase and Implementation of Solid Waste Software

E. 6. **** RESOLUTION NO. 7029***
Authorizing Submission of a Grant Application and the Acceptance of the General Victim Assistance Grant Program, PY2024 Through the Office of the Governor - Criminal Justice Division to Fund the Addition of a Victim Advocate for the Sherman Police Department

E. 7. **** RESOLUTION NO. 7030***
Authorizing Submission of a Grant Application to the Office of the Governor - Criminal Justice Division to Fund the Purchase of Rifle-Resistant Body Armor for the Sherman Police Department

E. 8. **** RESOLUTION NO. 7031***
Awarding a Bid to and Authorizing Execution of a Contract with El Dorado Chevrolet for the Purchase of Two (2) New Three Quarter-Ton and Two (2) New Half-Ton Trucks

E. 9. **** RESOLUTION NO. 7032***
Authorizing the Purchase of a New Ford F-750 Dump Truck from Rush Truck Center for the Distribution Services Department Through BuyBoard

Requests to Advertise

F. 1. **** REQUEST TO ADVERTISE***
Annual Purchase of Water Meters for the City of Sherman Automated Meter Reading System

F. 2. ****REQUEST TO ADVERTISE***
Hickory Hill Offsite Water and Sanitary Sewer Project

Change Orders

G. 1. **CHANGE ORDER NO. 1**
Ida Road Ground Storage Tank Rehabilitation; O&J Coatings, Inc.; $198,000.00 Increase

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

Other Business

H. 1. **OTHER BUSINESS**

Replat of Plyler Addition, being part of Hilliard Jennings Survey, Abstract No. 639, and part of Samuel M. McGlothlen Survey, Abstract No. 811, and being part of Lots 4, 5, and 6, Block 2, Redick Addition, consisting of 8.972 acres, and currently zoned C-2 (General Commercial) District and M-1 (Light Manufacturing) District; David Plyler, Lloyd Plyler Construction, LLC, Owner and Underwood Drafting & Surveying, Inc, Surveyor (3505 Texoma Parkway and 3512-3702 Frisco Road)

H. 2. **** OTHER BUSINESS***

Approve Quarterly Investment Report for Quarter Ended December 31, 2022

H. 3. ***** OTHER BUSINESS***

Final Plat of Brinkley Addition, being 2.051 acres in the William Martin Survey, Abstract 765, and currently zoned R-6 (Single-Family Residential) District/ FM Highway 1417 Overlay District; John Robert Turley Estate, Owner; James Ray Brinkley, Representative/Power of Attorney; and Underwood Drafting & Surveying, Surveyor (1628 West FM 1417 (Heritage Parkway))

H. 4. ***** OTHER BUSINESS***

Replat of Lot 10R, Block Two, Preston Club The Classics, Phase Three, being part of the Daniel Bickenback Survey, Abstract No 128 and the J.M. Thomas Survey, Abstract 1234, and also being a Replat of Lots 10 and 11, Block Two, Preston Club The Classics, Phase Three, consisting of 0.541 acres and currently zoned R-6 (Single-Family Residential) District; Hearrell Enterprises, Owner; and Helvey-Wagner Surveying, Inc., Surveyor (171 and 187 Roberts Run)

H. 5. ***** OTHER BUSINESS***

Final Plat of Quail Run, Phase Two A, being 11.098 acres in the Elizabeth Jones Survey, Abstract No. 625 and the Jason Stamps Survey, Abstract No. 1115, and is currently zoned R-6 (Single-Family Residential) District; 300 Sherman LP, Owner and Preston Trail Land Surveying,Surveyor (4701-4801 Blocks Quail Run Road)

H. 6. ***** OTHER BUSINESS***

Final Plat of Quail Run, Phase Two B, being 9.331 acres in the Jason Stamps Survey, Abstract No. 1115, and is currently zoned R-6 (Single-Family Residential) District; 300 Sherman LP, Owner and Preston Trail Land Surveying, Surveyor (4901-5201 Blocks Quail Run Road)

H. 7. ***** OTHER BUSINESS***

Final Plat of Westmoor Phase 1, being 26.424 acres in the Elizabeth Jones Survey, Abstract No. 625, and is currently zoned R-6 (Single-Family Residential) District; W.W. Collins Holdings, L.P., Owner and Kimley-Horn, Surveyor (2100 Block West Houston Street)

I. **COUNCIL COMMENTS**

Executive Session

J. 1. **EXECUTIVE SESSION**

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

Tex. Gov't Code § 551.071	Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.
Tex. Gov't Code § 551.072	Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person. (a) Purchase of real estate east of US 75, between SH 56 and US 82
Tex. Gov't Code § 551.073	Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.
Tex. Gov't Code § 551.074	Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing. (a) Historical Preservation Board
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.
Tex. Gov't Code § 551.089	Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

The Council reconvenes into General Session

K. 1. OPEN MEETING

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

L. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Friday, February 3, 2023 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 3rd day of February 2023.
City of Sherman, Texas

_____
City Clerk

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

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

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

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

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

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

Mayor	Deputy Mayor	Council Members	
David Plyler	Josh Stevenson	Henry Marroquin, Council-At-Large, PL #1	Josh Stevenson, Council – District #2
		Juston Dobbs, Council-At-Large, PL #2	Pamela L. Howeth, Council – District #3
		Shawn C. Teamann, Council – District #1	Daron Holland, Council – District #4

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SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **A. 4.**

Meeting Date: 02/06/2023

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JANUARY 17, 2023

Attachments

January 17, 2023
Fire Station No. 1

STATE OF TEXAS §

January 17, 2023

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on January 17, 2023.

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

MEMBERS ABSENT: **COUNCIL MEMBER DOBBS.**

CALL TO ORDER — **CALL TO ORDER**

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

APPROVE MINUTES — **APPROVE MINUTES**

The Council reviewed the Minutes of the Regular City Council Meeting of January 3, 2023. Deputy Mayor Stevenson moved to approve the Minutes, as presented; Second by Council Member Teamann; All present voted AYE.
MOTION CARRIED.

CITIZEN'S COMMENTS — **CITIZEN'S COMMENTS**

There were no citizen's comments.

CONSENT AGENDA — **CONSENT AGENDA**

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

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

RESOLUTION NO. 7013 – AUTHORIZING EXECUTION OF A STANDARD FORM OF AGREEMENT BETWEEN OWNER (CITY OF SHERMAN) AN ARCHITECT (HIDELL AND ASSOCIATES ARCHITECTS, INC.) FOR PROFESSIONAL SERVICES RELATING TO THE RENOVATION AND ADDITION FOR FIRE STATION NO. 1 — **RES 7013 FIRE STATION NO 1 RENOVATION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A STANDARD FORM OF AGREEMENT BETWEEN OWNER (CITY OF SHERMAN) AND ARCHITECT (HIDELL AND ASSOCIATES ARCHITECTS, INC.) FOR PROFESSIONAL SERVICES RELATING TO THE RENOVATION AND ADDITION FOR FIRE STATION NO. 1.

Billy Hartsfield, Acting Fire Chief, introduced Aaron Babcock, Architect, Hidell & Associates Consultants, and said he has been working with the City on a complete facility master plan for the Fire Department. During that time, it became apparent that some

improvements were needed on some of the stations that were currently occupied. Between the staff and Mr. Babcock, they will put together a package to present to the Council.

During the study, it became apparent that Station 1 would continue to be an entryway to the downtown. However, many improvements are needed for Station 1. He said it would be a "rebuild" of the station, and would add three bedrooms, for a total of 10; with all being compliant for male and/or female firefighters. It will also add three restrooms and four showers; with all being compliant for male and female firefighters.

Chief Hartsfield said he believed the new station would have decades of useful service to the City.

Mr. Babcock discussed goals that would apply to all the stations. The presentation tonight will discuss what must be done to that site, what can be utilized, and what needs to be changed.

He discussed goals of the project with the major one being to expand staffing capacity, that houses a crew, as well as fire administration. Therefore, the interior must be renovated to house the crews, as well as the staffing levels.

Another goal is to isolate the carcinogens and the contaminates when firefighters come back from a fire. They plan to create a hot zone, warm zone, and cold zone, to create safe living spaces. Basically, that would mean single dorm rooms, single toilets, and single showers. Mr. Babcock added that they wanted to have a 20 plus year lifespan for the building. The facility also needs to provide secured parking and outdoor space for staff members.

The original building was constructed in 1964, and is a single story building with 9,570 square feet. The building sits on 0.8 acres. The existing structural system and the floor slab and foundation are in good condition.

However, the facility does limit the crew capability, and the equipment is not properly isolated. The living areas are not adequate in size or configuration and it doesn't meet current code standards or ADA standards. The building is not sprinkled and the layout doesn't have individual toilets or showers.

Mr. Babcock addressed what would remain of the current building and what would need to be replaced. Basically, strip the building down to its core and then rebuild it back.

He also presented a conceptual layout, showing that the building would need to expand to the north to meet the capacity needs. Then the entire site would need to be secured. This would provide the needed bays and parking to accommodate staff, even during shift changes.

Mr. Babcock said, with this plan, the building would be increased by almost 11,000 square feet, and would have five single showers, one single toilet, and three back-in bays. Amenities included would

be that the bunker gear and the gear laundry would both be isolated, there would be a dedicated workroom, individual dorms and showers, a covered outdoor patio, enlarged watch room, and one additional bay in the facility.

He also addressed the required steps to complete the renovation of the facility. Once the CMAR is selected and the documents are "put together," it would come back to the Council for approval.

During construction, the facility would need to be vacated. They would use Station 2 and Station 4 during that time. An Engine and a Medic would temporarily be moved back to Station 2, and the Battalion and Reserve would permanently move to Station 4. For this solution, an additional bunk room would need to be created at Station 4. Station 4 is located on Northgate Drive and Station 2 is located on Dewey Avenue.

The Fire Administration would temporarily relocate to Station 5.5, and would mainly need workstations in the existing meeting room. Station 5.5 is the separate building that was purchased next to the Fire Station on Frisco Road. Mr. Babcock said construction time is estimated to be 12 months, so the new facility should open in the Fall or Summer of 2024.

Council Member Holland asked if the new site plan for Station 1 would be close to the newly remodeled Carter Building. Mr. Babcock said the site would still include the City's parking lot that sits behind the Carter Building. He said the plan only uses City property. They aren't taking any extra property.

Council Member Howeth asked how taking away Central Fire Station would impact the fire and paramedic coverage for the downtown area. She said she has already received phone calls about closing Station 2, and coverage for that part of town.

Chief Hartsfield said Station 1 and Station 2, have a 50% overlap for coverage area. By combining those two stations, they have not completely vacated either area. While the construction is underway, there would be longer than typical response times because they are coming from Station 2 or Station 4. It will still be within national average, but longer than what they are used too.

Robby Hefton, City Manager, added that, during the 2.5 weeks that Station 1 and Station 2 have been combined, the response times for coverage in that area are well within the standards.

Council Member Teamann verified that this change will give the staff the potential to run multiple pieces of equipment out of the station. Chief Hartsfield said it will give them the flexibility to run the equipment needed out of the station.

Deputy Mayor Stevenson asked about the timeline for the project. Mr. Babcock said they anticipate the CMAR being on board in March 2023, which means it should go to Council this summer, and construction should take about 12 months.

Mr. Hefton said there should be a more detailed discussion at the Budget Workshop, with budget numbers, to make a part of the bond package. The actual renovation work should be done between the Summer of 2023 and the Summer of 2024. He added that they are probably several months away from vacating Station 1. He felt that the data would show that Central Fire Station was centrally located, and with the additional staff, can handle the area that it is covering.

Council Member Howeth said the parking lot at Central Fire Station is a safe zone for people to meet that are selling something, or meeting for a date through social media. She expressed concern that there might not be a place for that with the changes to the facility, and she asked the Police and Fire Departments to find another location that could be used for the safe zone. She felt that was an asset to the community.

ACTION TAKEN.
Motion by Deputy Mayor Stevenson to approve Resolution No. 7013, as presented. Second by Council Member Teamann.
VOTING AYE: Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RES 7014 NEW SHERMAN CITY HALL

RESOLUTION NO. 7014 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN OWNER AND ARCHITECT BETWEEN THE CITY OF SHERMAN AND M. ARTHUR GENSLER JR. & ASSOCIATES, INC. FOR THE DESIGN OF THE NEW SHERMAN CITY HALL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN OWNER (CITY OF SHERMAN) AND ARCHITECT (M. ARTHUR GENSLER JR. & ASSOCIATES, INC.) FOR THE DESIGN OF THE NEW SHERMAN CITY HALL.

Zach Flores, Executive Director of Public Safety, said with the growth of the City, there has also been a needed growth of the City Hall, and they have now outgrown the space in the current City Hall.

Mr. Hefton said the goal on this project is also to come back during the Budget Workshop and present a timeline, the estimated cost, and a scope of the project.

Council Member Teamann asked about the RFQ for the engineering firm. Mr. Hefton said the City doesn't always use an RFQ for engineering and architectural firms.

ACTION TAKEN.
Motion by Deputy Mayor Stevenson to approve Resolution No. 7014, as presented. Second by Council Member Howeth.
VOTING AYE: Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RES 7015 GRAYSON COUNTY JAIL

RESOLUTION NO. 7015 – AUTHORIZING EXECUTION OF AN INTERLOCAL MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SHERMAN AND GRAYSON COUNTY TO ESTABLISH GUIDELINES REGARDING THE HOUSING AND HANDLING OF THOSE PERSONS INCARCERATED IN THE GRAYSON COUNTY JAIL FOR THE CITY OF SHERMAN CLASS C CHARGES ONLY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SHERMAN AND THE GRAYSON COUNTY SHERIFF'S OFFICE TO ESTABLISH GUIDELINES REGARDING THE HOUSING AND HANDLING OF THOSE PERSONS INCARCERATED IN THE GRAYSON COUNTY JAIL FOR THE CITY OF SHERMAN CLASS "C" CHARGES ONLY.

Jason Jeffcoat, Police Chief, explained that this was a "rework" of a 2013 contract with Grayson County to house the Class C arrests only. It does not pertain to those arrests over Class C. The contract is for an increase from $45 per day to $65 per day, to house these prisoners. The contract will expire annually and will increase in cost with whatever the market rate is at that time.

Deputy Mayor Stevenson asked if a lot of people were arrested at this level. Chief Jeffcoat said they weren't, maybe only 10 to 12 per month, with less than $10,000 per year in fines.

Council Member Teamann confirmed that normally for Class C, they are issued a citation and come to Municipal Court.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to approve Resolution No. 7015, as presented. Second by Council Member Teamann.

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

RES 7016 EMINENT DOMAIN FOR WASTEWATER IMPROVEMENTS

RESOLUTION NO. 7016 – DETERMING A PUBLIC NECESSITY TO ACQUIRE BY EMINENT DOMAIN A SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR PUBLIC USE, INCLUDING THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR AND MAINTENANCE OF PUBLIC WASTEWATER IMPROVEMENTS, CONSISTING OF TWO TRACTS OF LAND COMPRISING 0.054 ACRES (SANITARY SEWER EASEMENT) AND A 20-F00T AREA ON BOTH SIDES OF SAID 0.054 ACRES FOR A TEMPORARY CONSTRUCTION EASEMENT OWNED BY SUSAN M. BRANNUM ACCORDING TO VOLUME 5531, PAGE 816 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE PRESTON KITCHEN SURVEY, ABSTRACT NO. 667, GRAYSON COUNTY, TEXAS, AS DEEMED NECESSARY BY THE CITY MANAGER OR HIS DESIGNEE; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE THE SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT 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 EASEMENTS, OFFERING TO ACQUIRE THE EASEMENTS,

VOLUNTARILY, FROM THE LANDOWNER 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, DETERMING A PUBLIC NECESSITY TO ACQUIRE BY EMINENT DOMAIN A SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR PUBLIC USE, INCLUDING THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR AND MAINTENANCE OF PUBLIC WASTEWATER IMPROVEMENTS, CONSISTING OF TWO TRACTS OF LAND COMPRISING OF 0.054 ACRES (SANITARY SEWER EASEMENT) AND A 20-FOOT AREA ON BOTH SIDES OF SAID 0.054 ACRES FOR A TEMPORARY CONSTRUCTION EASEMENT OWNED BY SUSAN M. BRANNUM, ACCORDING TO VOLUME 5531, PAGE 816 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE PRESTON KITCHENS SURVEY, ABSTRACT NO. 667, GRAYSON COUNTY, TEXAS, AS DEEMED NECESSARY BY THE CITY MANAGER OR HIS DESIGNEE; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE THE SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT 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 EASEMENTS, OFFERING TO ACQUIRE THE EASEMENTS, VOLUNTARILY, FROM THE LANDOWNER THROUGH THE MAKING OF BONA FIDE OFFERS; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

Wayne Lee, Director of Engineering, said this Resolution would allow the City to pursue eminent domain, if needed, for a Wastewater Improvement Project in this area. Most of the easements for the project have been acquired. However, this property owner has said they will "never" give the City an easement.

The project will be to replace two older, smaller lines, with one larger one, and will include a slightly different alignment. An appraisal has been done on the property and an initial offer has been made.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to approve Resolution No. 7016, as presented. Second by Council Member Holland.

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

RES 7017 EMINENT DOMAIN FOR WASTEWATER IMPROVEMENTS

RESOLUTION NO. 7017 – DETERMING A PUBLIC NECESSITY TO ACQUIRE BY EMINENT DOMAIN A SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR PUBLIC USE, INCLUDING THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR AND MAINTENANCE OF PUBLIC WASTEWATER IMPROVEMENTS, CONSISTING OF TWO TRACTS OF LAND COMPRISING 1.693 ACRES (TEMPORARY CONSTRUCTION

EASEMENT) AND 1,359 ACRES (SANITARY SEWER EASEMENT) OWNED BY HMI-SHERMAN 592, LLC, ACCORDING TO INSTRUMENT NUMBER 2022-28337 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE SHEROD DUNMAN SURVEY, ABSTRACT NO. 329, AND THE WINIFRED BAILEY SURVEY, ABSTRACT NO. 64, GRAYSON COUNTY, TEXAS, AS DEEMED NECESSARY BY THE CITY MANAGER OR HIS DESIGNEE; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE THE SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT 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 EASEMENTS, OFFERING TO ACQUIRE THE EASEMENTS, VOLUNTARILY, FROM THE LANDOWNER 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, DETERMING A PUBLIC NECESSITY TO ACQUIRE BY EMINENT DOMAIN A SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR PUBLIC USE, INCLUDING THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR AND MAINTENANCE OF PUBLIC WASTEWATER IMPROVEMENTS, CONSISTING OF TWO TRACTS OF LAND COMPRISING 1.693 ACRES (TEMPORARY CONSTRUCTION EASEMENT) AND 1.359 ACRES (SANITARY SEWER EASEMENT) OWNED BY HMI-SHERMAN 592, LLC, ACCORDING TO INSTRUMENT NUMBER 2022-28337 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE SHEROD DUNMAN SURVEY, ABSTRACT NO. 329, AND THE WINFRED BAILEY SURVEY, ABSTRACT NO. 64, GRAYSON COUNTY, TEXAS, AS DEEMED NECESSARY BY THE CITY MANAGER OR HIS DESIGNEE; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE THE SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT 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 EASEMENTS, OFFERING TO ACQUIRE THE EASEMENTS, VOLUNTARILY, FROM THE LANDOWNER THROUGH THE MAKING OF BONA FIDE OFFERS; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee said this was also a Wastewater Capacity Improvement Project to replace an existing, older, smaller line, with a bigger line. The alignment will also be a lot deeper to serve the upstream area, up to the West Travis Street, West Hwy 75 area. It will also affect the ability to relocate the existing main to the Bel Air property, but this downstream line must be completed first.

The City has spent a number of months, trying to negotiate a deal with the property owner, but it's holding up the developer's ability to do the next phase of the Bel Air Development.

Therefore, the staff is also requesting to do eminent domain on this property, to get the project moving forward. They are in the process of obtaining an appraisal for the first official offer.

Council Member Teamann said the Council doesn't usually see eminent domain requests so early in the process. He asked if there was a reason it was going to eminent domain so quickly.

Mr. Lee said it just gives the staff the ability up to that point. He said they would accept a negotiated settlement from the property owner at any time, and not move to eminent domain. This just gives the staff the ability to pursue eminent domain, once they have met all the statutory requirements, if it is needed.

Mr. Hefton said, in both of these cases, the staff has had discussions with property owners for a very long time.

ACTION TAKEN.
Motion by Deputy Mayor Stevenson to approve Resolution No. 7017, as presented. Second by Council Member Howeth.
VOTING AYE: Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RES 7018
SEDCO ARTICLES OF INCORPORATION

RESOLUTION NO. 7018 – APPROVING AND ADOPTING AN AMENDMENT TO THE ARTICLES OF INCORPORATION OF THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION, A TYPE A ECONOMIC DEVELOPMENT CORPORATION, OPERATING PURSUANT TO CHAPTER 504 OF THE TEXAS LOCAL GOVERNMENT CODE AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND ADOPTING AN AMENDMENT TO THE ARTICLES OF INCORPORATION OF THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION, A TYPE A ECONOMIC DEVELOPMENT CORPORATION, OPERATING PURSUANT TO CHAPTER 504 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

Kent Sharp, President, Sherman Economic Development Corporation, said they are requesting to amend SEDCO's Articles of Incorporation, which were done in 1996 when the corporation was first formed.

He said he has been asked nearly every Legislative Session, to come to Austin and testify before various committees. The topics are always issues that affect economic development, and it's typically only informative, and they ask how it effects their City locally.

SEDCO's attorney checked the bylaws to make sure there was no problem with Mr. Sharp testifying. Previously, SEDCO was not allowed to influence legislation. For non-profits, which SEDCO is, the IRS has strict rules stating you can't have a "substantial

amount" of your organization's efforts going to influence legislation. This amendment would allow for "limited" testimony.

Deputy Mayor Stevenson asked if there was a difference between testimony and lobbying. Ryan Pittman, City Attorney, said lobbying efforts aren't defined in the Articles of Incorporation, and the concern was to make sure that providing testimony and giving feedback on legislative efforts, would not violate the Articles of Incorporation.

ACTION TAKEN.
Motion by Council Member Teamann to approve Resolution No. 7018, as presented. Second by Deputy Mayor Stevenson.
VOTING AYE: Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RES 7019 BUILDING ENCROACHMENT IN UTILITY EASEMENT (901 E. HOUSTON)

RESOLUTION NO. 7019 – AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT WITH HOPE ON HOUSTON FOR THE ENCROACHMENT OF AN EXISTING BUILDING WITHIN THE PROPOSED PLATTED 10-FOOT UTILITY EASEMENT ALONG THE SOUTH AND WEST PROPERTY LINES OF HOPE ON HOUSTON ADDITION AND A PROPOSED 20-FOOT WASTEWATER EASEMENT, APPROVED BY CITY COUNCIL ON JANUARY 3, 2022, TO BE FILED IN THE PLAT RECORDS, GRAYSON COUNTY, TEXAS, LOCALLY KNOWN AS 901 E. HOUSTON STREET IN THE CITY OF SHERMAN, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT WITH HOPE ON HOUSTON FOR THE ENCROACHMENT OF AN EXISTING BUILDING WITHIN THE PROPOSED PLATTED 10-FOOT UTILITY EASEMENT ALONG THE SOUTH AND WEST PROPERTY LINES OF HOPE ON HOUSTON ADDITION, AND A PROPOSED 20-FOOT WASTEWATER EASEMENT, APPROVED BY CITY COUNCIL ON JANUARY 3, 2022, TO BE FILED IN THE PLAT RECORDS, GRAYSON COUNTY, TEXAS, LOCALLY KNOWN AS 901 E. HOUSTON STREET IN THE CITY OF SHERMAN.
CONSENT AGENDA.

RES 7020 ABANDON UTILITY EASEMENT (BRIGHT STAR ADDITION)

RESOLUTION NO. 7020 – ABANDONING ONE (1) SIXTEEN FOOT (16') UTILITY EASEMENT LOCATED IN LOTS 1-4, BLOCK 3 OF REPLAT OF BRIGHT STAR ADDITION, VOLUME 3, PAGE 80, PLAT RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED ON THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH UTILITY EASEMENTS IS ESTABLISHED IN VOLUME 3, PAGE 80 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING ONE (1) SIXTEEN FOOT (16') UTILITY EASEMENT LOCATED IN LOTS 1-4, BLOCK 3 OR REPLAT OF BRIGHT STAR ADDITION, VOLUME 3, PAGE 80, PLAT RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED ON THE EXHIBIT "A" ATTACHED

HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH UTILITY EASEMENT IS ESTABLISHED IN VOLUME 3, PAGE 80 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS.
CONSENT AGENDA.

RESOLUTION NO. 7021 – AUTHORIZING THE PURCHASE OF 1,404 NEW 95 GALLON EG CARTS THAT WILL BE USED BY THE SOLID WASTE DEPARTMENT

RES 7021 SOLID WASTE CARTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF 1,404 95 GALLON EG CARTS FROM REHRIG PACIFIC COMPANY FOR THE SOLID WASTE DEPARTMENT THROUGH SOURCEWELL.
CONSENT AGENDA.

RESOLUTION NO. 7022 – AUTHORIZING EXECUTION OF AN AGREEMENT FOR FIRE PROTECTION SERVICES BETWEEN GRAYSON COUNTY, TEXAS AND THE CITY OF SHERMAN, TEXAS FOR THE PERIOD OF OCTOBER 1, 2022 THROUGH JUNE 30, 2023

RES 7022 GRAYSON COUNTY FIRE PROTECTION SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT FOR FIRE PROTECTION SERVICES BETWEEN GRAYSON COUNTY, TEXAS AND THE CITY OF SHERMAN, TEXAS FOR THE PERIOD OF OCTOBER 1, 2022 THROUGH JUNE 30, 2023.
CONSENT AGENDA.

RESOLUTION NO. 7023 – AUTHORIZING EXECUTION OF AN AGREEMENT FOR AMBULANCE SERVICES WITH GRAYSON COUNTY FOR THE PERIOD OF OCTOBER 1, 2022 THROUGH JUNE 30, 2023

RES 7023 GRAYSON COUNTY AMBULANCE SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT FOR AMBULANCE SERVICES WITH GRAYSON COUNTY FOR THE PERIOD OF OCTOBER 1, 2022 THROUGH JUNE 30, 2023.
CONSENT AGENDA.

REQUEST TO ADVERTISE
PURCHASE MULTIPLE FLEET VEHICLES FOR MULTIPLE CITY DEPARTMENTS

REQ TO ADVERTISE PURCHASE OF VEHICLES

The City Council approved the request to advertise for the purchase of multiple fleet vehicles for various City departments, including Public Works, Facility Maintenance, and Water Quality.
CONSENT AGENDA.

ANNUAL SUPPLY OF WATER CHEMICALS

ANNUAL SUPPLY OF WATER CHEMICALS

The City Council approved the request to advertise for the annual supply of water chemicals for the calendar year 2023. This includes industrial chemical purchases that are used at the Water Treatment Plant, Wastewater Lift Stations, and the Wastewater Treatment Plant.
CONSENT AGENDA.

FIRE STATION NO. 1 CMAR

CONTRACTING WITH A CONSTRUCTION MANAGER-AT-RISK (CMAR) FOR RENOVATIONS AND ADDITIONS TO FIRE STATION NO. 1

The City Council approved the request to advertise for a Construction Manager-at-Risk for renovations and additions to Fire Station No. 1, located at 318 South Travis Street.

The Fire Department received approval during the Fiscal Year 2022-2023 Budget Workshop to move forward with renovations and additions for Central Fire Station.

The City has utilized the CMAR process on previous projects, and it has proven to be effective and efficient.
CONSENT AGENDA.

OTHER BUSINESS

SEDCO QUARTERLY REPORT

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

Mayor Plyler called on Mr. Sharp for SEDCO's Quarterly Progress Report. He also mentioned that the Texas Economic Development Council had awarded SEDCO the 2022 Community Economic Development Award for their efforts in securing the biggest deal in Texas history, for cities with a population of 20,001 to 50,000, for the Texas Instruments expansion.

Mr. Sharp said SEDCO's mission has not changed, and their top accomplishment for this quarter was the ground breaking of GlobalWafers American's new $5 billion, 300-mm silicon wafer production facility. The project brings 1,500 new jobs to the community, and at full build-out, the plant will be one of the largest electronics production facilities in the United States, and among the largest manufacturing plants in the world.

The Golden Shovel Website ranked sedco.org in the top five of the "Best Economic Development Websites for 2023."

He said SEDCO also voted on the new officers for the upcoming year. Janie Bates was elected Chairman, Scott Bandemir was elected Vice Chairman, and Jason Brumm was elected Secretary/ Treasurer.

Mr. Sharp said their plans for the next quarter include the attraction of new jobs and investments by narrowing their focus to companies that align with the City's semiconductor cluster, as well as working with business retention and expansion.

They launched the 2023 Raising Innovative Sherman Entrepreneurs Challenge and are actively seeking applications through the website portal. They also hosted the Sherman Women-Owned and Minority-Owned Business Kick-Off Event in January. Eighty-four individuals expressed an interest in the program, which will help them with their business needs and create an environment for education and support, and build a database of these businesses.

Mr. Sharp said he, Ashton Bellows, Chief Administrative Officer, and Shannon Blake, Economic Development Specialist, will be attending the Texas Economic Development Council Legislative Conference, in support of the Chapter 313 Agreements with the School District in Texas. These agreements encourage businesses to invest and grow in Texas. They keep Texas competitive with the other states.

SEDCO is currently working six active projects with an estimated $3.06 billion in capital expenditures, 4,440 new jobs, and 283 retained jobs. He said, one project makes up the bulk of that. They have also completed four site visits, with companies interested in relocation and/or expanding their operations to Sherman.

Mr. Sharp, Mayor Plyler, and Mr. Hefton traveled to Austin recently to meet with Governor Greg Abbott, and Coherent's Chairman/CEO, President, and Vice President. They met about a potential $3 billion project which could bring up to 4,000 high-tech jobs to Sherman over the next five years. Coherent is formerly II-VI/Finisar.

Council Member Marroquin asked about regular minority owned businesses. Mr. Sharp said the program includes both "women owned businesses" and "minority owned businesses."

CLOSE STREETS BLACK HISTORY MONTH FREEDOM PARADE (FEBRUARY 11, 2023)

CONSIDER THE REQUEST OF JAN FLETCHER TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE BLACK HISTORY MONTH FREEDOM PARADE ON SATURDAY, FEBRUARY 11, 2023, AT 10:00 AM

The City Council approved the request of Jan Fletcher to temporarily close certain streets for the Black History Month Freedom Parade on February 11, 2023, at 10:00 a.m. The BC Bowie Scholarship Foundation will be hosting the event, which will be the third year.

The event will require traffic control assistance from the City and they will contact the Police Department to coordinate the parade escort. They will also require City labor and equipment to provide traffic control assistance and implement barricade placement and removal.

CONSENT AGENDA.

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

KEEP SHERMAN BEAUTIFUL

KEEP SHERMAN BEAUTIFUL COMMISSION (4)

ACTION TAKEN.

Motion by Council Member Teamann to reappoint Ronald Engelke to the Keep Sherman Beautiful Commission for a term from January 1, 2023 to January 1, 2025, to appoint Karla Vessels and Allen Martin to terms from January 18, 2023 to January 18, 2025, and to appoint Rhonda Corley to fill an unexpired term from January 18, 2023 to April 5, 2024, as presented. Second by Deputy Mayor Stevenson.

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

COUNCIL COMMENTS

DR. MARTIN LUTHER KING, JR. PROGRAM — **DR. MLK PROGRAM**

Council Member Holland said they did a good job on the program yesterday at Austin College for Dr. Martin Luther King, Jr. Day. He would like to see high school students become more involved next year.

ANNOUNCEMENTS — **ANNOUNCEMENTS**

Mayor Plyler announced the following:

- **The Habitators fundraiser for Habitat for Humanity will be held on January 21, 2023, at 11:00 a.m., in the Municipal Ballroom.**
- **The Chamber of Commerce's Annual Awards luncheon will be held on January 27, 2023, and is a great way to recognize some of Sherman's community leaders.**
- **Coffee with the Mayor will be held on February 7, 2023, at the Goodwill Store on Texoma Parkway.**

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

TEX. GOV'T CODE § 551.072 --
DELIBERATING THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON

TEX. GOV'T CODE § 551.073 --
DELIBERATING A NEGOTIATED CONTRACT FOR A PROSPECTIVE GIFT OR DONATION TO THE CITY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON

TEX. GOV'T CODE § 551.074 --
DELIBERATING THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE; OR TO HEAR A COMPLAINT OR CHARGE AGAINST AN OFFICER OR EMPLOYEE UNLESS THE OFFICER OR EMPLOYEE WHO IS THE

SUBJECT OF THE DELIBERATION OR HEARING REQUESTS A PUBLIC HEARING

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

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

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

The Executive Session was not needed.

ADJOURNMENT **ADJOURNMENT**
On Motion duly made and carried, the meeting adjourned at 5:49 p.m.

MAYOR

CITY CLERK

FIRE STATION NO. 1

CITY OF SHERMAN FIRE DEPARTMENT

CITY COUNCIL
PRESENTATION
1.17.2023

PREPARED BY
HIDELL AND ASSOCIATES ARCHITECTS, INC.

PROJECT GOALS

EXPAND STAFFING CAPACITY
Increase capacity to accommodate combining Station No.1 and Station No. 2

PROMOTE A HEALTHY WORKING ENVIRONMENT
Isolate contaminated equipment and establish decontamination and transition zones to create safe living spaces.

ACCESSIBLE TO ALL DEPARTMENT STAFF MEMBERS
Create a layout allowing all staff members to work at this location

EXTEND THE LIFE OF EXISTING BUILDING
Update building systems to meet current code and industry standards

SECURE SITE FOR STAFF MEMBERS
Revise the site to create secure parking and outdoor areas for staff.

EXISTING CONDITIONS

QUICK FACTS

•CONSTRUCTED IN **1964**
•SIZE: **9,570 SF** – Single Story
•SITE AREA: 0.8 ACRES
•**Battalion 81**
•**Rescue 81**
•**Ladder 81**
•**ISO**

BUILDING ASSESSMENT

The existing structural system is in **good condition**

The floor slab and foundation are in **good condition**

Crew capacity is **limited**

Equipment is not properly isolated

Living Areas **are not** adequate in size or configuration.

The facility **does not** meet current code standards:

The facility is currently **not sprinkled**

The configuration **does not** meet ADA standards

The layout **does not** have individual toilets/showers

EXISTING CONDITIONS

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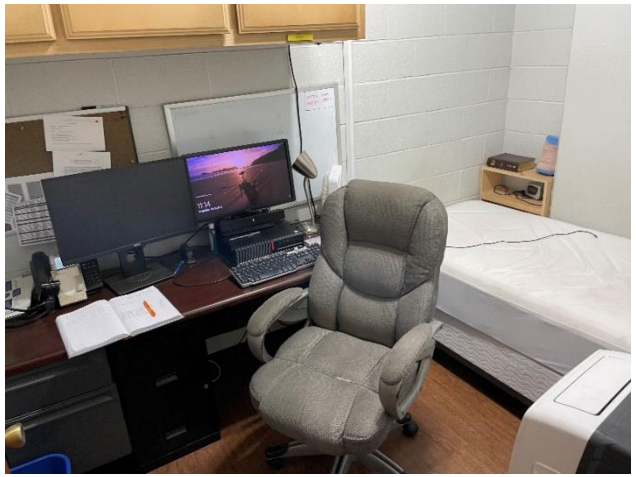
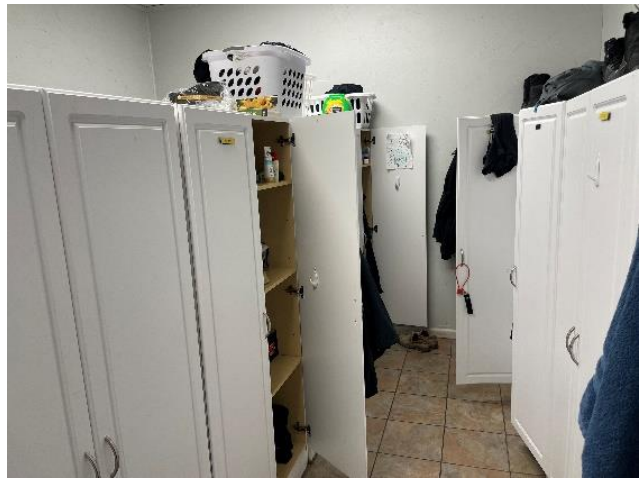




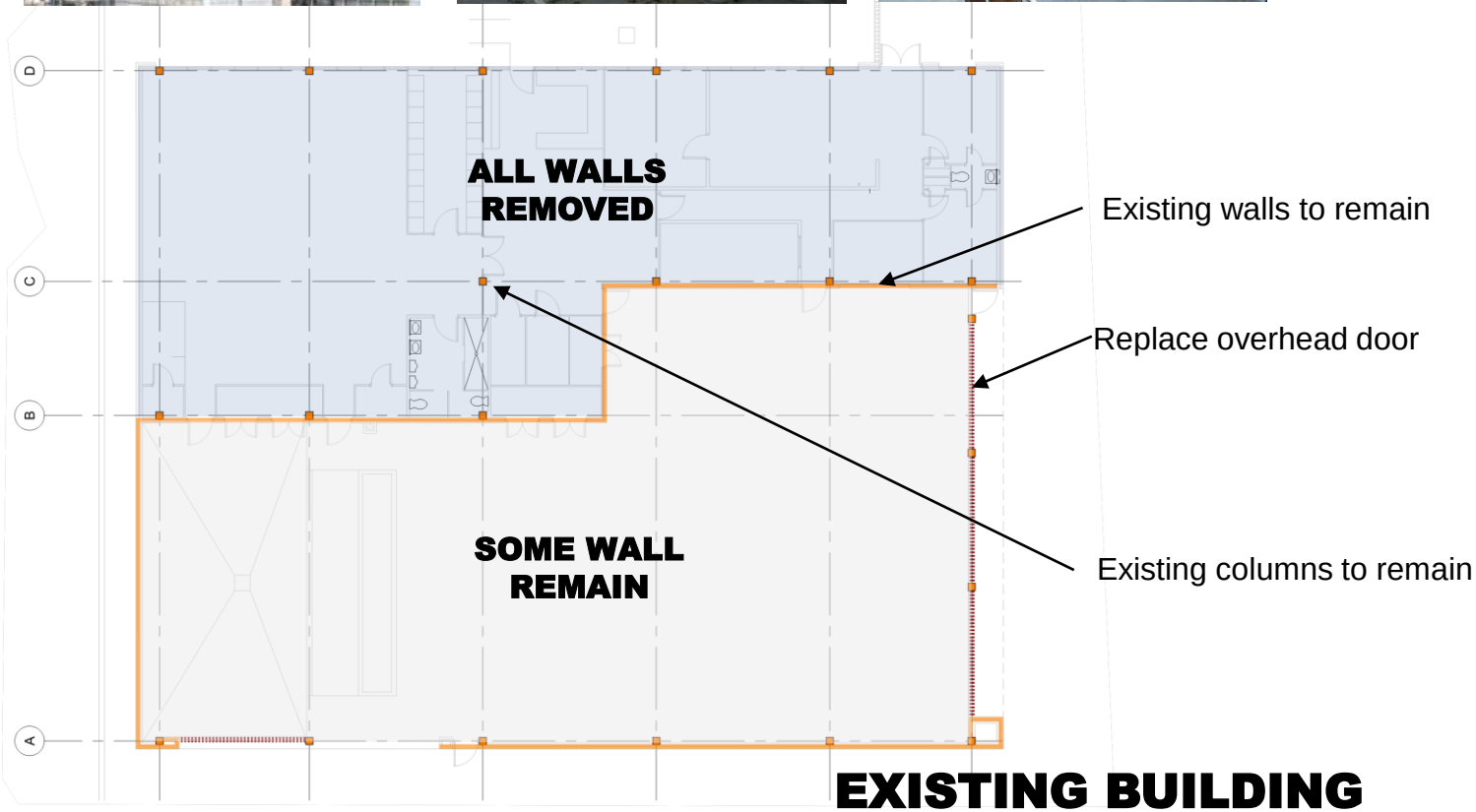
PLANS TO REBUILD

ASSESS WHAT CAN REMAIN

- •Existing structure
  - Concrete columns
  - Concrete roof structure
- Existing bay walls
- Existing floor structure
- Height of bays is acceptable for future use

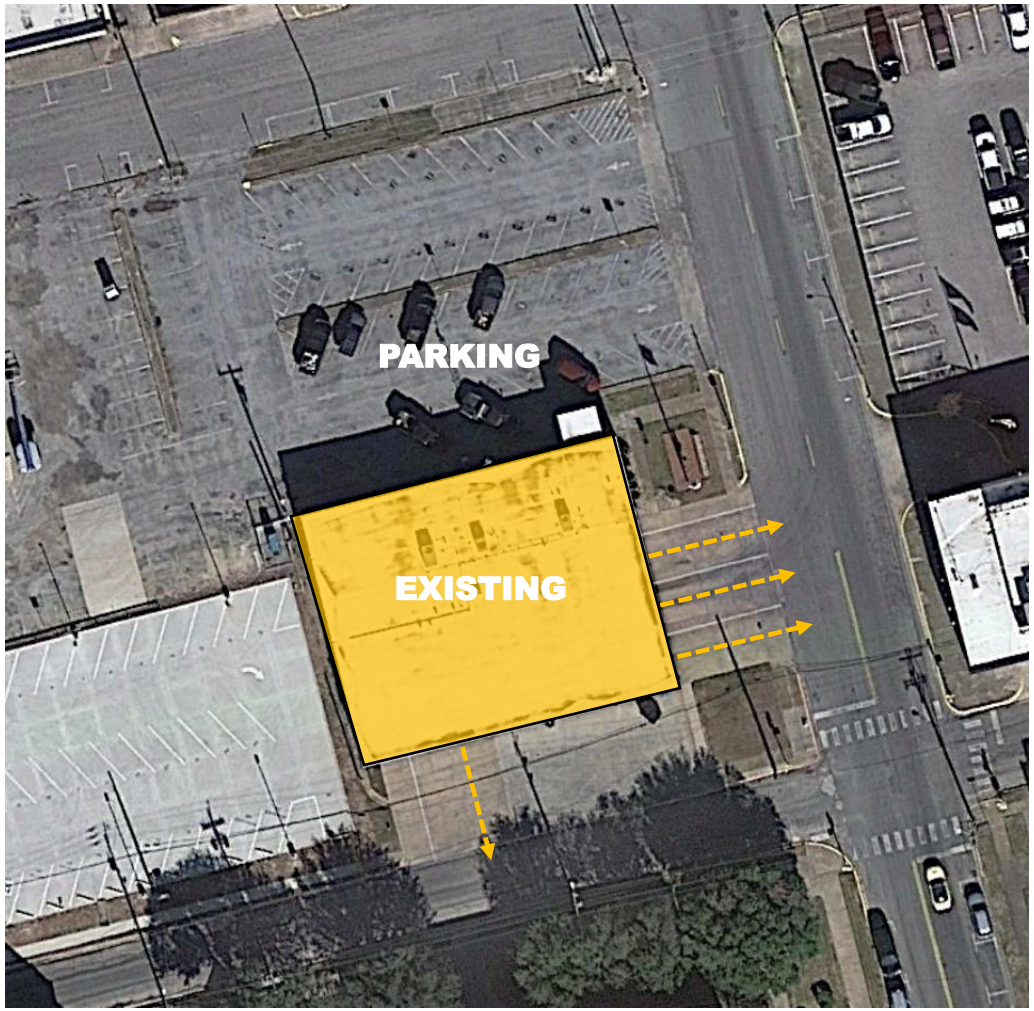
ASSESS WHAT NEED TO BE REPLACED

- Interior configuration – new interior wall layout
- Building systems – New mechanical, plumbing and electrical distribution
- Select exterior wall removal and replacement
- New apparatus bay doors
- New lighting
- New interior finishes

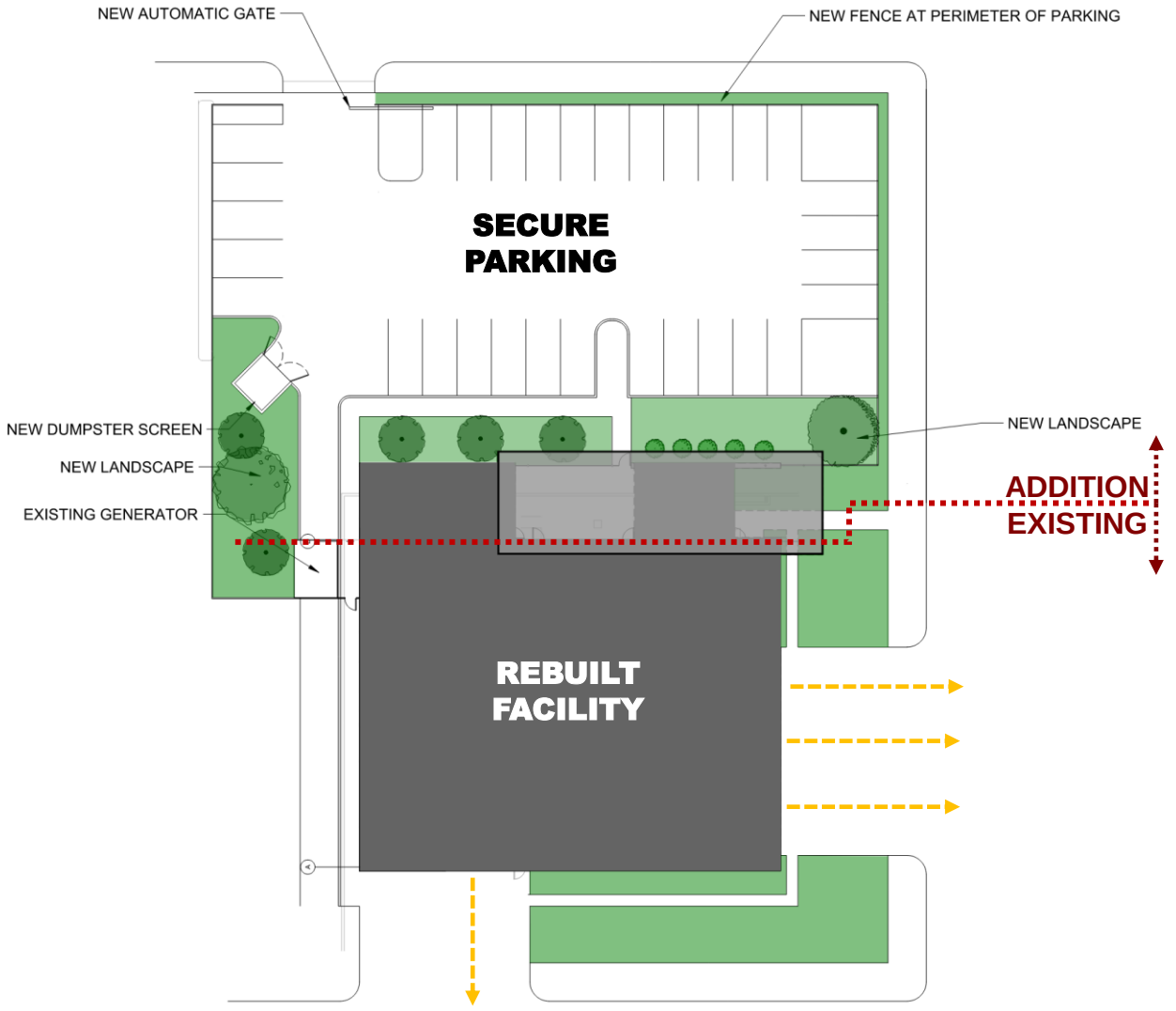


EXISTING BUILDING

CONCEPTUAL LAYOUT – SITE LAYOUT



EXISTING SITE



PROPOSED SITE CONCEPT

CONCEPTUAL LAYOUT – FLOOR PLAN LAYOUT

QUICK FACTS

HEAVY RENOVATION:	5,062 SF
LIGHT RENOVATION:	4,484 SF
ADDITION:	1,320 SF
TOTAL:	10,866 SF

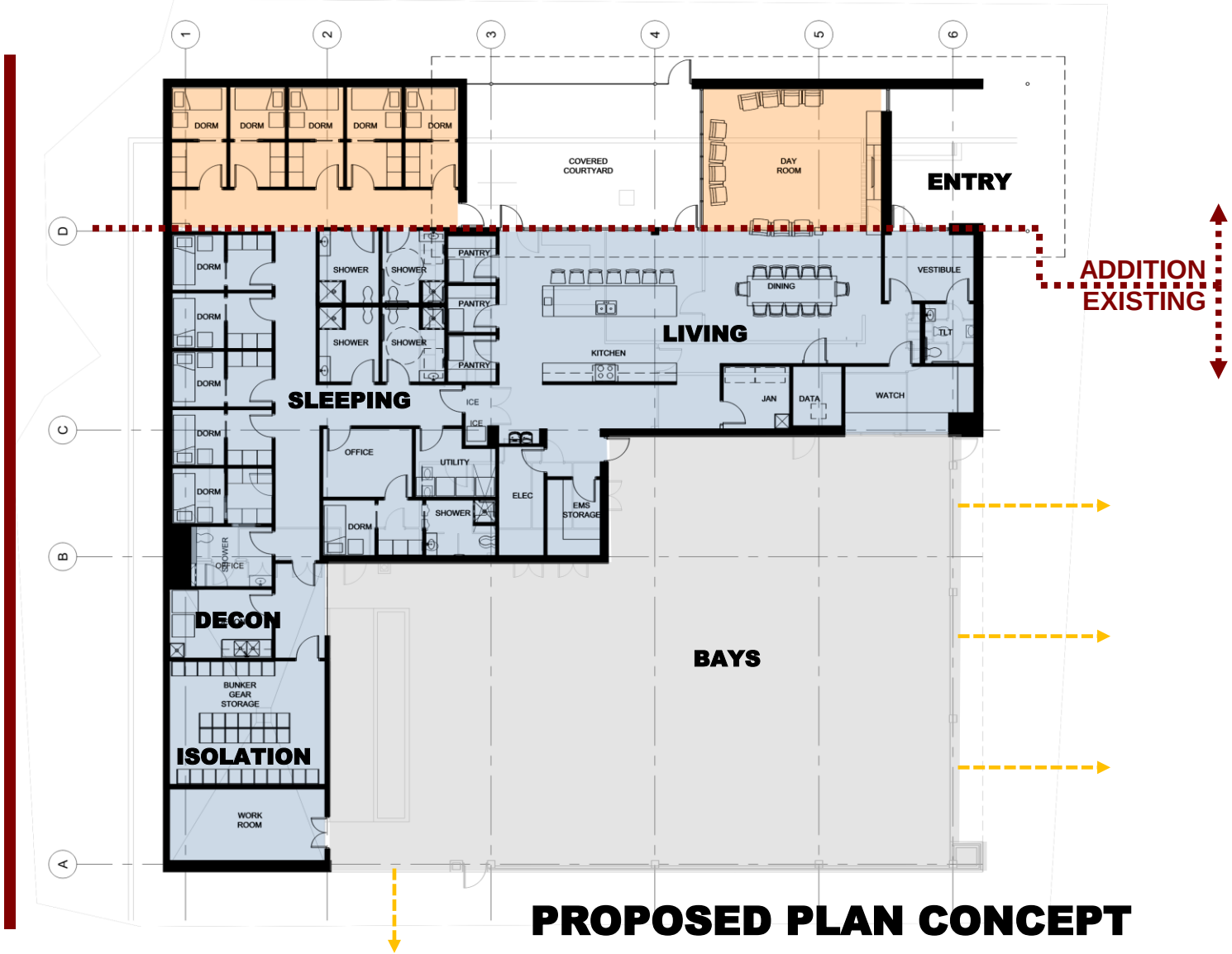
DORMS11

RESTROOMS: 5 (SINGLE SHOWER)
1 (SINGLE TOILET)

BAYS: 3 (BACK-IN)

LAYOUT AMENITIES:

- Bunker gear isolated
- Gear laundry isolated
- Dedicated workroom
- Individual dorms
- Individual showers
- Covered outdoor patio
- Enlarged watch room
- Vehicle parking (1 inside bay)



PROPOSED PLAN CONCEPT

REQUIRED STEPS TO COMPLETE CONSTRUCTION

STEPS

DESIGN PROCESS

- •SELECT CONSTRUCTION MANAGER AT RISK
- •COMPLETE DESIGN DRAWINGS
- •ESTABLISH A GMP (ESTIMATED COST $4+ MILLION)
- •SUBMIT FOR REGULATORY REVIEW

CITY COUNCIL APPROVAL OF GMP

VACATE STATION NO. 1 DURING CONSTRUCTION

- •RELOCATE CREW / EQUIPMENT →

PROPOSED SOLUTION

PERMANENTLY USE STATION NO. 4
REQUIRED WORK: CREATE ADDITIONAL BUNK ROOM
TIMEFRAME: COMPLETE SPRING 2023
Battalion and Reserve

TEMPORARILY USE STATION NO. 2
REQUIRED WORK: N/A
TIMEFRAME: SUMMER 2023 TO SUMMER 2024
Engine and Medic

- •RELOCATE THE FIRE ADMINISTRATION →

TEMPORARILY RELOCATE TO 5 1/2
REQUIRED WORK: RELOCATE WORKSTATIONS IN THE EXISTING MEETING ROOM
TIMEFRAME: (2 YEARS OR LESS)

FACILITY CONSTRUCTION

- •RENOVATION AND EXPANSION

FIRE STATION NO. 1 OPENING

- •ESTIMATED SUMMER / FALL 2024

PROPOSED MODIFICATIONS – INCREASE STAFF CAPACITY

QUICK FACTS

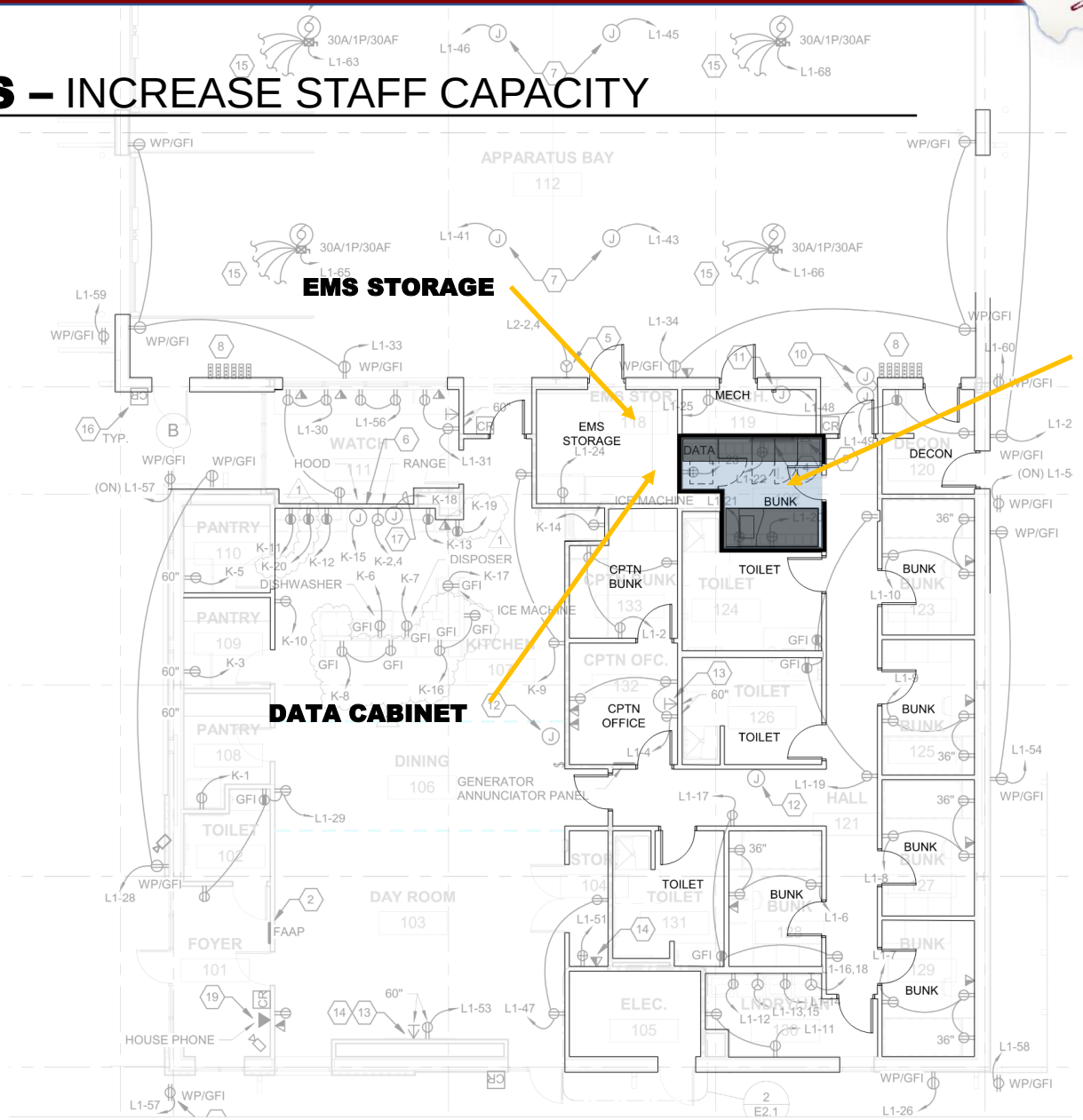
Existing Bunks 5 Crew + 1 Captain

Relocate Data Rack

Renovate existing Data room to Bunk

Install new Data Cabinet in EMS Storage

Revise Mechanical System for new Bunk Layout



FIRE STATION NO. 1

CITY OF SHERMAN FIRE DEPARTMENT

CITY COUNCIL
PRESENTATION
1.17.2023

PREPARED BY
HIDELL AND ASSOCIATES ARCHITECTS, INC.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **C. 1.**

Meeting Date: 02/06/2023

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

E. 4. **** RESOLUTION NO. 7027***
Requesting Authorization to Purchase NeoGov Applicant Tracking and E-forms Software-As-Service from SHI International Corporation Through the OMNIA Partners Purchasing Cooperative

E. 5. **** RESOLUTION NO. 7028***
Awarding a Bid to and Authorizing Execution of a Contract with Rubicon Global, LLC for the Purchase and Implementation of Solid Waste Software

E. 6. **** RESOLUTION NO. 7029***
Authorizing Submission of a Grant Application and the Acceptance of the General Victim Assistance Grant Program, PY2024 Through the Office of the Governor - Criminal Justice Division to Fund the Addition of a Victim Advocate for the Sherman Police Department

E. 7. **** RESOLUTION NO. 7030***
Authorizing Submission of a Grant Application to the Office of the Governor - Criminal Justice Division to Fund the Purchase of Rifle-Resistant Body Armor for the Sherman Police Department

E. 8. **** RESOLUTION NO. 7031***
Awarding a Bid to and Authorizing Execution of a Contract with El Dorado Chevrolet for the Purchase of Two (2) New Three Quarter-Ton and Two (2) New Half-Ton Trucks

E. 9. **** RESOLUTION NO. 7032***
Authorizing the Purchase of a New Ford F-750 Dump Truck from Rush Truck Center for the Distribution Services Department Through BuyBoard

F. 1. **** REQUEST TO ADVERTISE***
Annual Purchase of Water Meters for the City of Sherman Automated Meter Reading System

F. 2. **** REQUEST TO ADVERTISE***
Hickory Hill Offsite Water and Sanitary Sewer Project

H. 2. **** OTHER BUSINESS***
Approve Quarterly Investment Report for Quarter Ended December 31, 2022

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **C. 2.**

Meeting Date: 02/06/2023

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

H. 3. ***** OTHER BUSINESS***

Final Plat of Brinkley Addition, being 2.051 acres in the William Martin Survey, Abstract 765, and currently zoned R-6 (Single-Family Residential) District/ FM Highway 1417 Overlay District; John Robert Turley Estate, Owner; James Ray Brinkley, Representative/Power of Attorney; and Underwood Drafting & Surveying, Surveyor (1628 West FM 1417 (Heritage Parkway))

H. 4. ***** OTHER BUSINESS***

Replat of Lot 10R, Block Two, Preston Club The Classics, Phase Three, being part of the Daniel Bickenback Survey, Abstract No 128 and the J.M. Thomas Survey, Abstract 1234, and also being a Replat of Lots 10 and 11, Block Two, Preston Club The Classics, Phase Three, consisting of 0.541 acres and currently zoned R-6 (Single-Family Residential) District; Hearrell Enterprises, Owner; and Helvey-Wagner Surveying, Inc., Surveyor (171 and 187 Roberts Run)

H. 5. ***** OTHER BUSINESS***

Final Plat of Quail Run, Phase Two A, being 11.098 acres in the Elizabeth Jones Survey, Abstract No. 625 and the Jason Stamps Survey, Abstract No. 1115, and is currently zoned R-6 (Single-Family Residential) District; 300 Sherman LP, Owner and Preston Trail Land Surveying,Surveyor (4701-4801 Blocks Quail Run Road)

H. 6. ***** OTHER BUSINESS***

Final Plat of Quail Run, Phase Two B, being 9.331 acres in the Jason Stamps Survey, Abstract No. 1115, and is currently zoned R-6 (Single-Family Residential) District; 300 Sherman LP, Owner and Preston Trail Land Surveying, Surveyor (4901-5201 Blocks Quail Run Road)

H. 7. ***** OTHER BUSINESS***

Final Plat of Westmoor Phase 1, being 26.424 acres in the Elizabeth Jones Survey, Abstract No. 625, and is currently zoned R-6 (Single-Family Residential) District; W.W. Collins Holdings, L.P., Owner and Kimley-Horn, Surveyor (2100 Block West Houston Street)

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 1.**

Meeting Date: 02/06/2023
Prepared By: Mary Lawrence, Director of Finance
Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6560
Accepting and Approving the Amended Project Plan and the Financing Plan for the Sherman Tax Increment Reinvestment Zone, Number Two (#2); Providing for Findings of Fact

Issue:

To approve Sherman Tax Increment Reinvestment Zone, Number Two (TIRZ #2) Amended Project and Financing Plans

Background:

At the direction of the City Council, staff has developed a plan to significantly enhance downtown to attract businesses and visitors. Revenue from Tax Increment Reinvestment Zone #2 will be used to provide funding for improvements and a grant program. Sewer upgrades will address deteriorated lines, exposed pipes and problems with odor. Aesthetic improvements at Kidd-Key Park, and around the square, plus improved parking options will help attract visitors. The new Downtown Building Improvement Grant will assist businesses by incentivizing improvements to existing historical buildings.

The Tax Increment Reinvestment Zone #2 Board will also consider approval of the amended plan on Monday, February 6th. The City will contribute 100% of its tax rate to the Zone's increment. No other entities will participate. The attached plans provide more details on the plan.

The amended plans will take effect on approval by the City Council.

Origination:

City Manager Robby Hefton
Tax Increment Reinvestment Board #2

Financial Consideration:

The first phase of sewer upgrades of approximately $1.3 million is financed with debt issued by the Greater Texoma Utility Authority (GTUA) and repaid with TIRZ #2 tax increments. Aesthetic and parking improvements of about $300,000 will be paid for with tax increments. The grant program is ongoing and will be funded by available tax increments.

Staff Recommendation:

The staff recommends approving this Ordinance.

Alternatives:

The City Council could deny this Ordinance or direct that changes be made in the Ordinance or to the project and financing plans.

Attachments

Ordinance No. 6560

TIRZ 2 Second Amendment Project and Financing Plans

ORDINANCE NO. 6560

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ACCEPTING AND APPROVING THE AMENDED PROJECT PLAN AND THE FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE, NUMBER TWO (#2); PROVIDING FOR FINDINGS OF FACT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Council hereby finds and determines that the Board of Directors of the Sherman Tax Increment Reinvestment Zone, Number Two (#2) presented to the City Council an Amended Project Plan and a Financing Plan for the Sherman Tax Increment Reinvestment Zone, Number Two (#2), which the Board finds are feasible and conform to the City's Master Plan and recommends that the City Council accept and approve the Amended Project Plan and Financing Plan as presented, which are attached hereto.

SECTION 2. 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 6th day of February, 2023.

ADOPTED on this the 6th day of February, 2023.

EFFECTIVE DATE on this the 6th day of February, 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____

LINDA ASHBY, CITY CLERK **DAVID PLYLER, MAYOR**

APPROVED AS TO FORM
AND CONTENT:
ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____

RYAN D. PITTMAN, CITY ATTORNEY

Project and Financing Plans
Tax Increment Reinvestment Zone #2
Second Amendment

February 6, 2023

PROJECT AND FINANCING PLANS

TAX INCREMENT REINVESTMENT ZONE #2

SECOND AMENDMENT

The City of Sherman, Texas formed Tax Increment Reinvestment Zone (TIRZ) #2 by Ordinance 5343 on October 17, 2005. On April 7, 2008, TIRZ #2 Project and Financing Plans were approved by the City Council by Ordinance 5526 and then amended on April 7, 2008, by Ordinance 5526. This will be the second amendment.

DESCRIPTION

The location of Tax Increment Reinvestment Zone #2 generally encompasses downtown Sherman. It contains approximately 165 acres of land bordered on the south by Jones Street, on the east by Montgomery and Travis Streets, on the west and northwest by U.S. Highway 75 and on the north by U.S. Highway 75 and Washington Street. The base taxable value is $15,263,809. Attachment A is a map of the TIRZ#2 boundaries.

PROPOSED PLANNING AND ZONING CHANGES

The zone is largely C-1, Retail Business District with an area of C-2, General Commercial consisting of mostly retail establishments. No zoning changes are anticipated. Any changes to codes, ordinances, or master plan because of the creation or expansion of the TIRZ will be made through the existing processes and procedures of the City.

NON-PROJECT COSTS

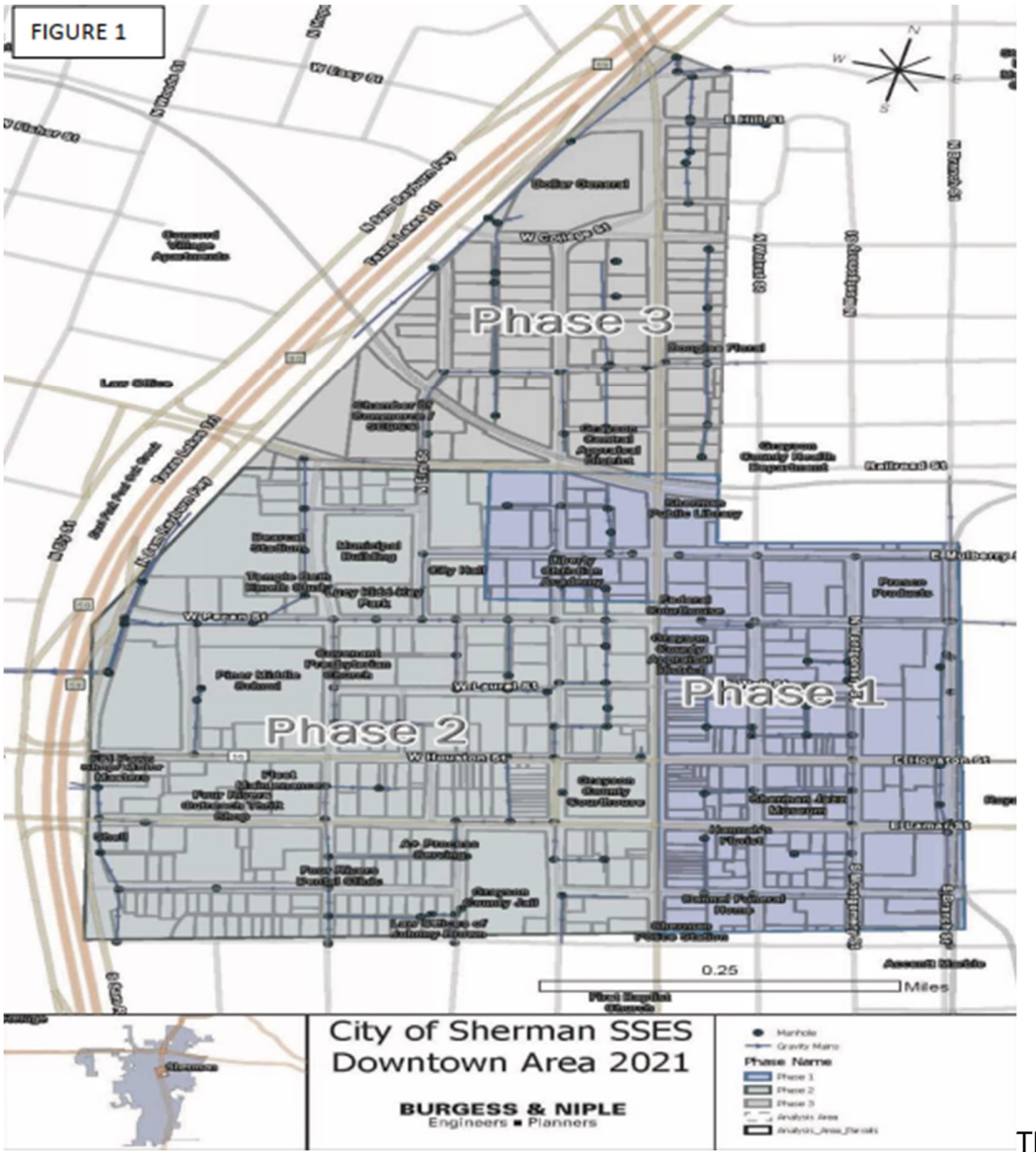
Non-project costs within the TIRZ are those development costs not paid for by the TIRZ. No non-project costs are anticipated.

RELOCATION OF DISPLACED PERSONS

No person will be displaced as a result of implementing the Plan.

PROJECT COSTS

I. *Downtown Sewer Upgrades:* The zone is in the Sherman downtown which dates to the nineteenth century. Much of the infrastructure reflects this age including problems with odor, exposed pipes, and other deteriorated infrastructure. An evaluation study was done of Phase 1 (Figure 1) to determine the sources of inflow and infiltration and develop a project list. This first of three phases will replace approximately 5,500 linear feet of existing sewer mains.



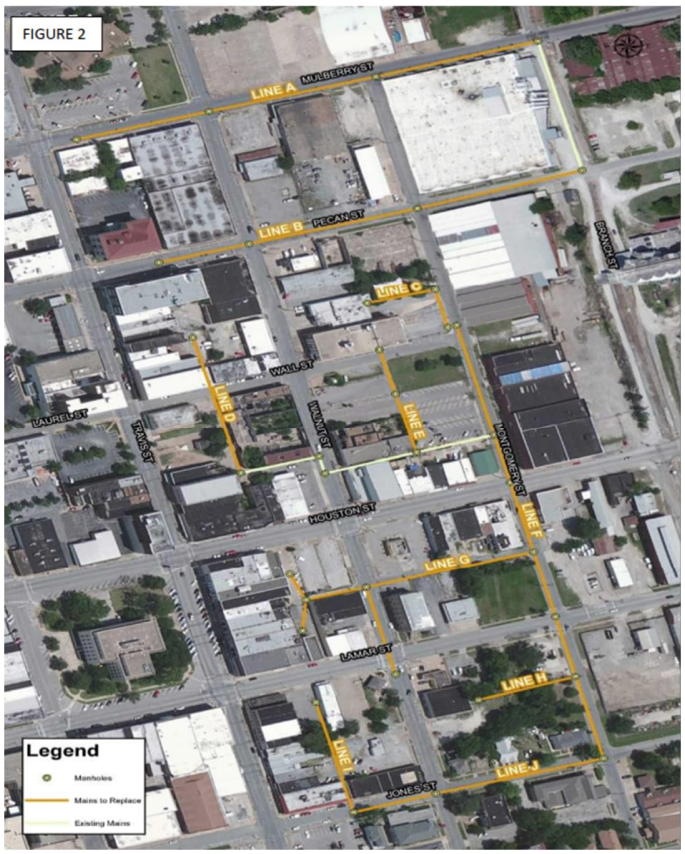
The

The cost of the first phase (Figure 2) is estimated at $1,359,404.

1. Line A on Mulberry Street – replace entire length of various sizes of clay pipe with 8 and 12-inch HDPE pipe and replace manholes.
2. Line B on Pecan Street – replace various sizes of clay pipe with 8-inch HDPE pipe and replace manholes.
3. Line C off Montgomery Street between Pecan and Wall Street – replace 6-inch clay pipe with 8-inch PVC and manholes.
4. Line D in Alley between Houston, Pecan, Walnut and Travis Street – replace 6-inch clay with 8-inch PVC pipe and replace manholes. Add a manhole in the middle of Wall Street.

5. Line E in Alley between Houston, Wall, Walnut, and Montgomery Street – replace 6-inch clay pipe with 8-inch HDPE pipe and shift northernmost manhole on Wall into the street from its current placement in the sidewalk.
6. Line F on Montgomery Street – replace 6-inch clay pipe with 8-inch PVC pipe and shift alignment to the west. Abandon water line between Houston Street and Jones Street transferring the services to the 10-inch waterline on the east side of the street. Abandon existing manholes.
7. Line G in Alley Between Lamar, Travis, Houston, and Montgomery Street – replace 6-inch clay pipe with 8-inch PVC pipe and shift alignment east of Walnut Street to the center of the alley. Install an 8-inch PVC main behind the building at Houston and Travis Street to service the laterals.
8. Line H in Alley off Montgomery Street Between Lamar and Jones Street – replace 6-inch clay pipe with 8-inch PVC pipe and shift alignment to the south.
9. Line I in Alley between Jones, Travis, Lamar, and Walnut Street – replace 6-inch clay pipe with 8-inch HDPE pipe.
10. Line J on Jones Street – replace 6-inch clay pipe with 8-inch HDPE pipe.

See Figure 2 for a description of improvements and cost for each line and Attachment B for estimated schedule of costs.



During inspection, it was noted that more private service connections were present than should be indicating the possible presence of inactive connections, or laterals. Contractor will provide

CCTV of laterals during construction to identify where the lateral services to and if the lateral is active or not.

Phase 1 addresses the most severe defects. Costs for future phases 2 and 3 have not been developed and will be funded up to the amount of remaining debt proceeds.

II. *Infrastructure upgrades:* Much of the public infrastructure in downtown Sherman is aged and needs to be replaced or refurbished. Several projects to be funded with TIRZ dollars seek to address those issues:

- Replacing 12 streetlights around the Grayson County Courthouse with updated fixtures.
- Rehabbing the century-old fountain in Kidd-Key Park.
- Replacing the flower beds in front of Kidd-Key Auditorium.
- Repaving the parking lot on the corner of Houston and Lamar streets.

Administrative expenses such as engineering and legal fees will be funded through the TIRZ. Total project costs are estimated at $300,000.

III. *Downtown Building Improvement Grant:* The Downtown Building Improvement Grant (DBIG) program is designed to stimulate improvements to existing, historic buildings in the downtown Tax Increment Reinvestment Zone of the City of Sherman, Texas. The goal of this program is to enhance the physical appearance and economic vitality of downtown Sherman, and to promote public/private investment to complement ongoing historical revitalization efforts.

This program is designed to make positive, high-impact visual improvements to historically significant commercial and residential buildings by providing an overall enhanced image for downtown Sherman, thereby attracting visitors to shop, dine, and do business downtown.

The program provides a maximum grant of $50,000 per project, per year as a matching monetary incentive to the owners or tenants of historically significant commercial or residential properties in the downtown TIRZ.

Total project costs will vary depending on interest and project eligibility but are estimated at approximately $100,000 per year.

ECONOMIC FEASIBILITY STUDY

An economic feasibility study finds that the plan is economically feasible. See Attachment C.

EXISTING USES AND CONDITIONS AND PROPOSED USES

The zone is in one of the oldest parts of town and contains a large amount of deteriorated utility infrastructure. Current uses are governmental, retail, restaurant, and judicial. The improvements are expected to generate additional business activity in the zone.

ESTIMATED AMOUNT OF BONDED INDEBTEDNESS

Debt of $3,000,000 has been issued to finance sewer improvements. Additional improvements may be made in the future financed by debt or pay-as-you-go.

ESTIMATED TIME OF COSTS

Sewer improvements are currently in the design process. The first phase of construction is expected to start second quarter 2023 with completion in about a year.

Other infrastructure upgrades, including the streetlight replacement, Kidd-Key fountain and flower bed rehabilitation, and parking lot paving are expected to commence in the first quarter of 2023. Expected completion of early 2024.

The Downtown Building Improvement Grant will commence immediately upon passage of the second amendment and continue until the termination of the zone.

METHOD OF FINANCING/SOURCES OF REVENUE

Attachment D shows the sources of revenue at 100% of the tax rate from the City of Sherman on the incremental value generated in the zone. Bond funds will be used to finance the sewer improvements. Interest income from the fund may also be used to pay expenses of the zone. No other taxing entities will participate.

CURRENT TOTAL ASSESSED VALUE OF REAL ESTATE IN THE ZONE

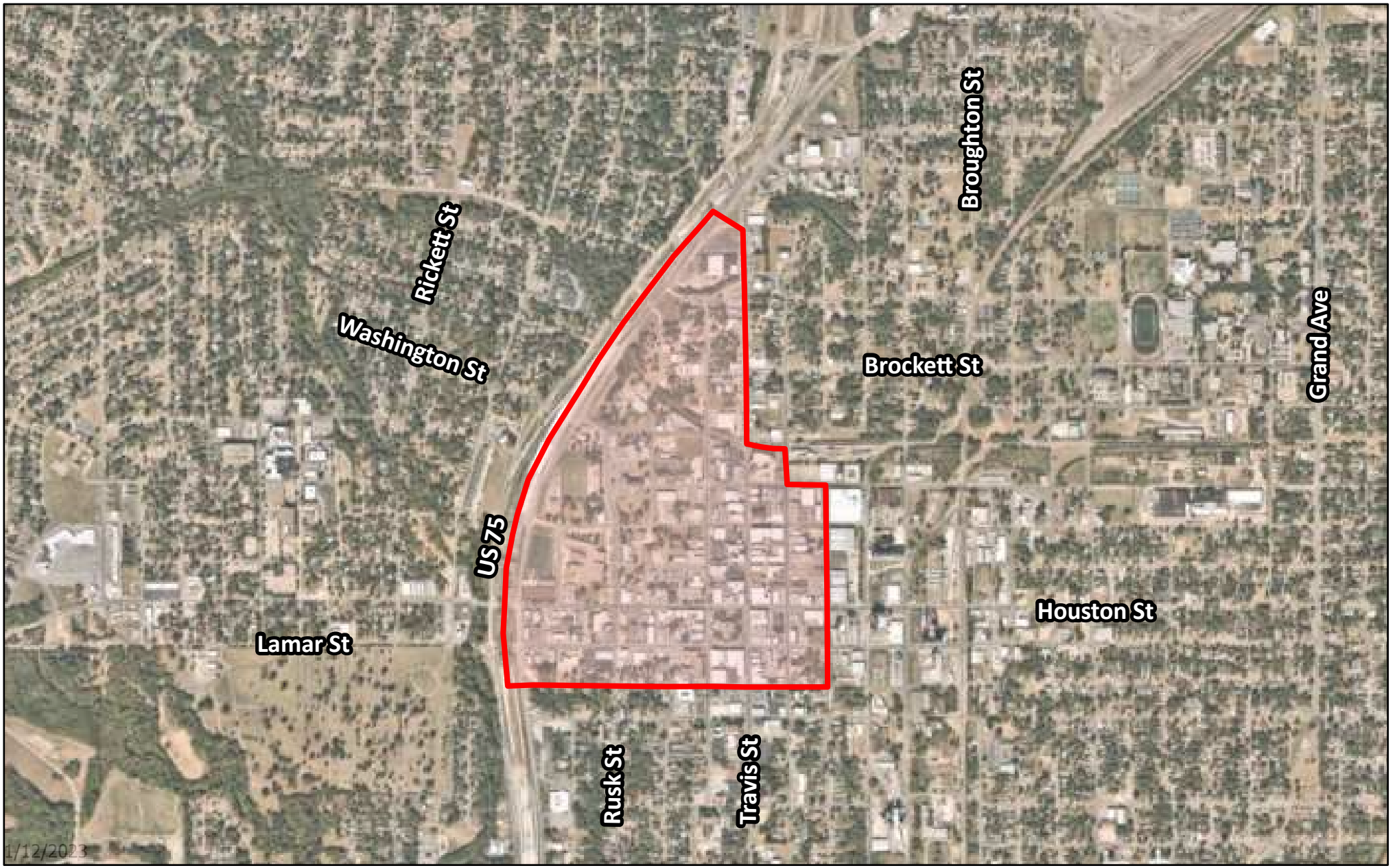
The current taxable value of real estate in the zone is $70,339,750.

ESTIMATED CAPTURED APPRAISED VALUE

Attachment E shows the estimated captured assessed value of the zone for each year of its projected existence.

DURATION OF ZONE

The Zone will terminate when all project costs and debt service has been paid.



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

Tax Increment Reinvestment Zone (TIRZ - 2)

N
W E
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Date: 1/12/2023 2:07 PM

Scale: 1:14,400

City of Sherman
Tax Increment Reinvestment Zone #2
CONSTRUCTION COSTS
Attachment B

Description		**Amount**
Downtown Sewer Upgrades		
Phase 1: See detail on Attachment B-1	$	1,359,404
Phases 2 and 3: TBD	$	1,640,596
Infrastructure Upgrades		
12 Streetlights and fixtures		
Kidd-Key Park fountain		
Kidd-Key Auditorium flower beds		
Repave parking lot at Houston and Lamar		
Total Infrastructure Upgrades		300,000
Total Construction Costs	**$**	**3,300,000**

CITY OF SHERMAN, TEXAS
2022 DOWNTOWN REHAB PHASE 1
OPINION OF PROBABLE CONSTRUCTION COST
DATE: November 29, 2022

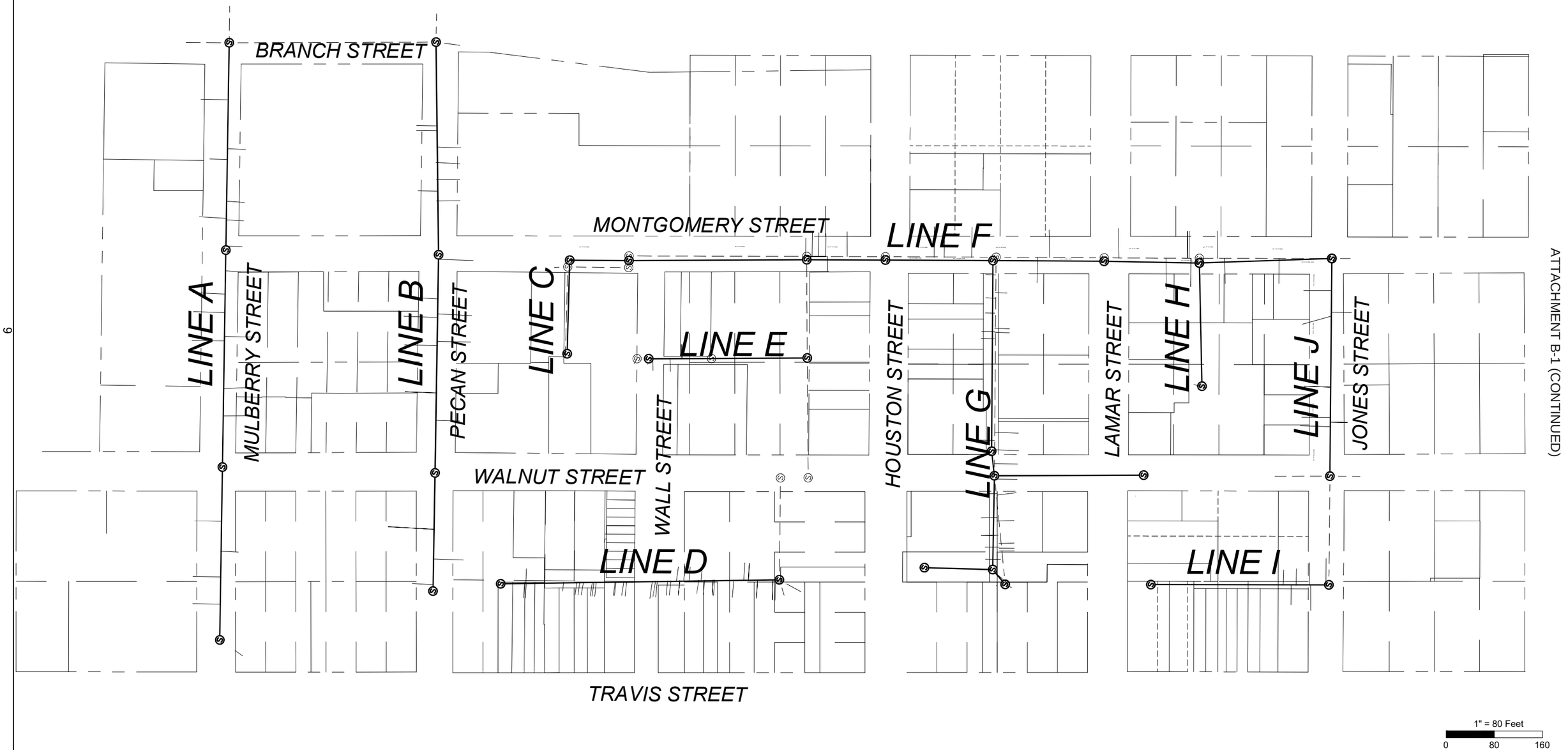
BURGESS & NIPLE
Engineers ■ Planners
12750 Merit Dr. | Park Central 7 | Suite 425
Dallas, TX 75251
(972) 620-1255 Fax (972) 620-8028

ITEM NO.	DESCRIPTION OF UNIT	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	LINE A	LINE B	LINE C	LINE D	LINE E	LINE F	LINE G	LINE H	LINE I	LINE J
1	Mobilization (2% Excluding Mobilization)	LS	1	$ 25,000.00	$ 25,000.00										
2	Trench Safety Design & Implementation	LF	2702	$ 2.00	$ 5,404.00	40	40	156	223	30	1265	703	205	20	20
3	Traffic Control Plan & Installation and Maintenance of Barricades and Signs	LS	1	$ 5,000.00	$ 5,000.00										
4	Erosion and Sediment Conrol	LS	1	$ 3,500.00	$ 3,500.00										
5	Pre-Construction CCTV Inspection of San. Sewer Lines	LF	5466	$ 2.00	$ 10,932.00	991	911		463	264	1265	703	205	296	368
6	Pre-Construction CCTV of 4" Long Side Sewer Services (pipe bursting)	EA	0	$ 500.00	$ -										
7	Rehab Ex. 6" San. Sewer with 8" HDPE (DR-21) San Sewer by Pipe Bursting	LF	1661	$ 80.00	$ 132,880.00	287	196		250	264				296	368
8	Rehab Ex. 8" San. Sewer with 8" HDPE (DR-21) San Sewer by Pipe Bursting	LF	722	$ 80.00	$ 57,760.00	360	362								
9	Rehab Ex. 12" San. Sewer with 12" HDPE (DR-21) San Sewer by Pipe Bursting	LF	697	$ 100.00	$ 69,700.00	344	353								
10	Const. 8" DR-26 PVC San. Sewer (ASTM 2241, MIN 150 PSI PRESSURE RATED) PIPE by Open Cut	LF	0	$ 85.00	$ -										
11	Construct 8" PVC San. Sewer by Open Cut Methods	LF	2542	$ 80.00	$ 203,360.00			156	213		1265	703	205		
12	Construct 8" PVC (Certalok) San. Sewer by Other than Open Cut Methods	LF	0	$ 130.00	$ -										
13	Const. 4.0' Dia. Sanitary Sewer MH (0'-6')	EA	29	$ 5,500.00	$ 159,500.00	3	3	1	3	3	7	5	1	2	1
14	Const. 4.0' Dia. Drop SS MH (0'-6')	EA	3	$ 6,500.00	$ 19,500.00	1	1				1				
15	Extra Depth for 4.0' Diameter MH	VF	22	$ 350.00	$ 7,630.00	6.7	3.7			0.4	6	2		2	1
16	Const. 5.0' Dia. Sanitary Sewer MH (0'-6')	EA	0	$ 6,000.00	$ -										
17	Const. 5.0' Dia. Drop Sanitary Sewer MH (0'-6')	EA	0	$ 6,500.00	$ -										
18	Extra Depth for 5.0' Diameter MH	VF	0	$ 400.00	$ -										
19	Abandon Ex. San. Sewer Manhole	EA	1	$ 650.00	$ 650.00					1					
20	Remove Ex. San. Sewer Manhole	EA	27	$ 850.00	$ 22,950.00	4	4	1	2	2	8	2	1	2	1
21	Std. Mainline Cleanout Replacement	EA	0	$ 600.00	$ -										
22	Open Cut Short Side San. Sewer Services with cleanout	EA	93	$ 1,250.00	$ 116,250.00	10	8	2	32	3	7	22	1	6	2
23	Open Cut Long Side San. Sewer Services with cleanout	EA	35	$ 1,850.00	$ 64,750.00	8	10				12				5
24	Additional 4" PVC San. Sewer (SDR-35) Service Line Beyond R.O.W. Line.	LF	100	$ 50.00	$ 5,000.00										
25	Remove and Replace 6" Thick Concrete Driveway Pavement	SY	90	$ 65.00	$ 5,850.00			90							
26	Remove and Replace 6" Thick Conc. Alley Pavement	SY	380	$ 65.00	$ 24,700.00				380						
27	Remove and Replace 8" Conc. Street Pavement	SY	0	$ 75.00	$ -										
28	Remove and Replace 6" Asphalt Street Pavement	SY	2068	$ 70.00	$ 144,760.00	181	195		17	45	920	530		60	120
29	6" Concrete Curb and Gutter	LF	285	$ 35.00	$ 9,975.00	72	72	4	8	10	76	15			28
30	6" Monolithic Concrete Curb	LF	0	$ 8.00	$ -										
31	Remove and Replace Concrete Sidewalk/Leadwalk	SY	10	$ 55.00	$ 550.00					10					
32	Solid Sodding	SY	456	$ 6.00	$ 2,736.00			5			76		340		35
33	Concrete Encasement	LF	0	$ 50.00	$ -										
34	Obstruction Removal	EA	5	$ 1,000.00	$ 5,000.00										
35	Post Construction San. Sewer Point Repairs	LF	100	$ 125.00	$ 12,500.00										
36	Water Main Lowering	EA	0	$ 2,500.00	$ -										
37	Water Service	EA	5	$ 1,000.00	$ 5,000.00						5				
38	Std Fire Hydrant Assembly	EA	1	$ 3,500.00	$ 3,500.00						1				
39	6" Gate Valve	EA	1	$ 2,500.00	$ 2,500.00						1				
40	Sprinkler System Repair	FIXED	1	$ 5,000.00	$ 5,000.00										
41	Tree Removal	EA	2	$ 500.00	$ 1,000.00										

TOTAL: $1,132,837.00

20% CONTINGENCY $226,567.40

TOTAL WITH CONTINGENCY: $1,359,404.40



ATTACHMENT B-1 (CONTINUED)

6

BURGESS & NIPLE
Engineers ■ Planners
12750 MERIT DRIVE,
PARK CENTRAL 7, SUITE 425
DALLAS, TEXAS 75251
TBPE FIRM REGISTRATION NO. 10834

EXHIBIT
NOT FOR CONSTRUCTION BIDDING, OR PERMIT PURPOSES. FOR REVIEW ONLY.
BURGESS & NIPLE, INC.
Lowell D. DeGroot, P.E. No. 93862
Date: NOVEMBER 22, 2022

DESIGN: B&N
DRAWN: B&N
APPROVED: LDD
DATE: NOV. 2022

CITY OF SHERMAN
DOWNTOWN SEWER REHAB

SANITARY SEWER REPLACEMENTS
PHASE 1
PROPOSED LAYOUT

SHEET

City of Sherman
Tax Increment Reinvestment Zone #2
PROJECT COSTS
Attachment C

Fiscal Year	Economic Development Grants	Capital Outlay	Debt Service	Total
2006	$ -	$ -	$ -	$ -
2007	-	-	-	-
2008	-	-	-	-
2009	-	40,647	-	40,647
2010	-	53,732	-	53,732
2011	-	43,801	-	43,801
2012	-	338,024	-	338,024
2013	-	363,534	-	363,534
2014	-	18,530	-	18,530
2015	-	-	-	-
2016	-	-	-	-
2017	-	-	-	-
2018	-	132,514	-	132,514
2019	-	54,813	-	54,813
2020	-	1,000	-	1,000
2021	-	34,199	-	34,199
2022	-	96,091	-	96,091
2023	100,000	1,659,404	200,000	1,959,404
2024	100,000	1,640,596	200,000	1,940,596
2025	100,000	100,000	200,000	400,000
2026	100,000	100,000	200,000	400,000
2027	100,000	50,000	200,000	350,000
2028	100,000	50,000	200,000	350,000
2029	100,000	25,000	200,000	325,000
2030	100,000	25,000	200,000	325,000
2031	100,000	50,000	200,000	350,000
2032	100,000	50,000	200,000	350,000
2033	100,000	50,000	200,000	350,000
2034	100,000	100,000	200,000	400,000
2035	100,000	100,000	200,000	400,000
2036	100,000	100,000	200,000	400,000
2037	100,000	100,000	200,000	400,000
2038	100,000	100,000	200,000	400,000
2039	100,000	200,000	200,000	500,000
2040	100,000	200,000	200,000	500,000
2041	100,000	200,000	200,000	500,000
2042	100,000	200,000	200,000	500,000
2043	100,000	200,000	200,000	500,000
2044	100,000	200,000	200,000	500,000
2045	100,000	300,000	200,000	600,000
2046	100,000	300,000	200,000	600,000
2047	100,000	300,000	200,000	600,000
2048	100,000	300,000	200,000	600,000
2049	100,000	300,000	200,000	600,000
2050	100,000	400,000	200,000	700,000
2051	100,000	400,000	200,000	700,000
2052	100,000	400,000	200,000	700,000
2053	100,000	500,000	200,000	800,000
		$ 9,876,885	$ 6,200,000	$ 19,176,885

City of Sherman
Tax Increment Reinvestment Zone #2
FEASIBILITY STUDY
Attachment D

Fiscal Year	Captured Value	City Property Tax	Interest Income/ Other	Debt Proceeds	Grant Revenue	Total Inflow
2006	$ -	$ -	$ -	$ -	$ -	$ -
2007	9,197,786	24,058	1,080	-	-	25,138
2008	18,330,210	73,321	1,345	-	-	74,666
2009	19,088,317	61,270	1,945	-	-	63,215
2010	15,544,642	49,743	871	-	-	50,614
2011	18,331,630	59,880	817	-	-	60,697
2012	19,179,389	61,490	757	-	224,918	287,165
2013	18,895,146	60,464	405	-	129,060	189,929
2014	10,674,060	64,400	597	-	1,924	66,921
2015	17,285,568	64,302	236	-	-	64,538
2016	18,648,728	69,559	-	-	-	69,559
2017	22,194,928	87,515	-	-	-	87,515
2018	22,720,910	97,086	1,794	-	-	98,880
2019	27,866,983	119,076	4,942	-	-	124,018
2020	30,575,119	149,509	4,887	-	-	154,396
2021	37,098,850	190,475	1,755	-	-	192,230
2022	39,711,539	194,189	13,585	-	-	207,775
2023	55,075,941	258,819	20,364	1,359,404	-	1,638,587
2024	57,186,134	268,736	10,162	1,640,596	-	1,919,494
2025	59,359,632	278,950	9,491	-	-	288,441
2026	61,598,335	289,470	5,943	-	-	295,413
2027	63,904,199	300,306	4,207	-	-	304,514
2028	66,279,240	311,467	2,761	-	-	314,228
2029	68,725,531	322,963	1,623	-	-	324,587
2030	71,245,211	334,804	1,610	-	-	336,414
2031	73,840,482	347,000	1,973	-	-	348,973
2032	76,513,611	359,562	1,940	-	-	361,502
2033	79,266,933	372,501	2,306	-	-	374,807
2034	82,102,855	385,828	3,095	-	-	388,923
2035	85,023,855	399,554	2,743	-	-	402,297
2036	88,032,485	413,693	2,816	-	-	416,509
2037	91,131,374	428,255	3,341	-	-	431,596
2038	94,323,230	443,255	4,346	-	-	447,601
2039	97,610,841	458,705	2,679	-	-	461,384
2040	100,997,080	474,618	1,451	-	-	476,069
2041	104,484,907	491,008	690	-	-	491,698
2042	108,077,368	507,890	426	-	-	508,316
2043	111,777,604	525,279	691	-	-	525,970
2044	115,588,846	543,189	1,517	-	-	544,706
2045	119,514,426	561,637	2,938	-	-	564,575
2046	123,557,773	580,638	1,812	-	-	582,449
2047	127,722,420	600,209	1,254	-	-	601,462
2048	132,012,007	620,367	1,300	-	-	621,667
2049	136,430,282	641,130	1,989	-	-	643,119
2050	140,981,104	662,515	3,360	-	-	665,876
2051	145,668,452	684,543	2,275	-	-	686,818
2052	150,496,420	707,231	1,856	-	-	709,087
2053	155,469,226	730,600	2,145	-	-	732,745
		$ 15,731,057	$ 140,122	$ 3,000,000	$ 355,902	$ 19,227,081

City of Sherman
Tax Increment Reinvestment Zone #2
FEASIBILITY STUDY
Attachment D

Fiscal Year	Economic Development Grants	Capital Outlay	Debt Service	Total Outflow	Net Cashflow	Cumulative Cash Position
2006	$ -	$ -	$ -	$ -	$ -	$ -
2007	-	-	-	-	25,138	25,138
2008	-	-	-	-	74,666	99,804
2009	-	40,647	-	40,647	22,568	122,372
2010	-	53,732	-	53,732	(3,118)	119,254
2011	-	43,801	-	43,801	16,896	136,150
2012	-	338,024	-	338,024	(50,859)	85,291
2013	-	363,534	-	363,534	(173,605)	(88,314)
2014	-	18,530	-	18,530	48,391	(39,923)
2015	-	-	-	-	64,538	24,615
2016	-	-	-	-	69,559	94,174
2017	-	-	-	-	87,515	181,689
2018	-	132,514	-	132,514	(33,634)	148,056
2019	-	54,813	-	54,813	69,205	217,260
2020	-	1,000	-	1,000	153,396	370,656
2021	-	34,199	-	34,199	158,030	528,687
2022	-	96,091	-	96,091	111,684	640,371
2023	100,000	1,659,404	200,000	1,959,404	(320,817)	319,554
2024	100,000	1,640,596	200,000	1,940,596	(21,102)	298,451
2025	100,000	100,000	200,000	400,000	(111,559)	186,892
2026	100,000	50,000	200,000	350,000	(54,587)	132,306
2027	100,000	50,000	200,000	350,000	(45,486)	86,819
2028	100,000	50,000	200,000	350,000	(35,772)	51,047
2029	100,000	25,000	200,000	325,000	(413)	50,634
2030	100,000	25,000	200,000	325,000	11,414	62,048
2031	100,000	50,000	200,000	350,000	(1,027)	61,021
2032	100,000	50,000	200,000	350,000	11,502	72,524
2033	100,000	50,000	200,000	350,000	24,807	97,331
2034	100,000	100,000	200,000	400,000	(11,077)	86,253
2035	100,000	100,000	200,000	400,000	2,297	88,550
2036	100,000	100,000	200,000	400,000	16,509	105,059
2037	100,000	100,000	200,000	400,000	31,596	136,656
2038	100,000	200,000	200,000	500,000	(52,399)	84,256
2039	100,000	200,000	200,000	500,000	(38,616)	45,640
2040	100,000	200,000	200,000	500,000	(23,931)	21,709
2041	100,000	200,000	200,000	500,000	(8,302)	13,408
2042	100,000	200,000	200,000	500,000	8,316	21,724
2043	100,000	200,000	200,000	500,000	25,970	47,694
2044	100,000	200,000	200,000	500,000	44,706	92,399
2045	100,000	300,000	200,000	600,000	(35,425)	56,974
2046	100,000	300,000	200,000	600,000	(17,551)	39,423
2047	100,000	300,000	200,000	600,000	1,462	40,886
2048	100,000	300,000	200,000	600,000	21,667	62,552
2049	100,000	300,000	200,000	600,000	43,119	105,671
2050	100,000	400,000	200,000	700,000	(34,124)	71,547
2051	100,000	400,000	200,000	700,000	(13,182)	58,365
2052	100,000	400,000	200,000	700,000	9,087	67,451
2053	100,000	500,000	200,000	800,000	(67,255)	196
		$ 9,926,885		$ 19,226,885	$ 196	

City of Sherman
Tax Increment Reinvestment Zone #3
PROJECT REVENUE
Attachment E

Fiscal Year	Captured Value	Taxes On Captured Value	Interest Income	Debt Proceeds	Grant Revenue	Total Revenue
2006	$ -	$ -	$ -	$ -	$ -	$ -
2007	9,197,786	24,058	1,080	-	-	25,138
2008	18,330,210	73,321	1,345	-	-	74,666
2009	19,088,317	61,270	1,945	-	-	63,215
2010	15,544,642	49,743	871	-	-	50,614
2011	18,331,630	59,880	817	-	-	60,697
2012	19,179,389	61,490	757	-	224,918	287,165
2013	18,895,146	60,464	405	-	129,060	189,929
2014	10,674,060	64,400	597	-	1,924	66,921
2015	17,285,568	64,302	236	-	-	64,538
2016	18,648,728	69,559	-	-	-	69,559
2017	22,194,928	87,515	-	-	-	87,515
2018	22,720,910	97,086	1,794	-	-	98,880
2019	27,866,983	119,076	4,942	-	-	124,018
2020	30,575,119	149,509	4,887	-	-	154,396
2021	37,098,850	190,475	1,755	-	-	192,230
2022	39,711,539	194,189	13,585	-	-	207,775
2023	55,075,941	258,819	20,364	1,359,404	-	1,638,587
2024	57,186,134	268,736	10,162	1,640,596	-	1,919,494
2025	59,359,632	278,950	9,491	-	-	288,441
2026	61,598,335	289,470	5,943	-	-	295,413
2027	63,904,199	300,306	4,207	-	-	304,514
2028	66,279,240	311,467	2,761	-	-	314,228
2029	68,725,531	322,963	1,623	-	-	324,587
2030	71,245,211	334,804	1,610	-	-	336,414
2031	73,840,482	347,000	1,973	-	-	348,973
2032	76,513,611	359,562	1,940	-	-	361,502
2033	79,266,933	372,501	2,306	-	-	374,807
2034	82,102,855	385,828	3,095	-	-	388,923
2035	85,023,855	399,554	2,743	-	-	402,297
2036	88,032,485	413,693	2,816	-	-	416,509
2037	91,131,374	428,255	3,341	-	-	431,596
2038	94,323,230	443,255	4,346	-	-	447,601
2039	97,610,841	458,705	2,679	-	-	461,384
2040	100,997,080	474,618	1,451	-	-	476,069
2041	104,484,907	491,008	690	-	-	491,698
2042	108,077,368	507,890	426	-	-	508,316
2043	111,777,604	525,279	691	-	-	525,970
2044	115,588,846	543,189	1,517	-	-	544,706
2045	119,514,426	561,637	2,938	-	-	564,575
2046	123,557,773	580,638	1,812	-	-	582,449
2047	127,722,420	600,209	1,254	-	-	601,462
2048	132,012,007	620,367	1,300	-	-	621,667
2049	136,430,282	641,130	1,989	-	-	643,119
2050	140,981,104	662,515	3,360	-	-	665,876
2051	145,668,452	684,543	2,275	-	-	686,818
2052	150,496,420	707,231	1,856	-	-	709,087
2053	155,469,226	730,600	2,145	-	-	732,745
	$ 3,389,341,608	$ 15,731,057	$ 140,122	$ 3,000,000	$ 355,902	$ 19,227,081

City of Sherman
Tax Increment Reinvestment Zone #3
ESTIMATED CAPTURED APPRAISED VALUE
Attachment F

Fiscal Year	Estimated Captured Value
2006	$ -
2007	9,197,786
2008	18,330,210
2009	19,088,317
2010	15,544,642
2011	18,331,630
2012	19,179,389
2013	18,895,146
2014	10,674,060
2015	17,285,568
2016	18,648,728
2017	22,194,928
2018	22,720,910
2019	27,866,983
2020	30,575,119
2021	37,098,850
2022	39,711,539
2023	55,075,941
2024	57,186,134
2025	59,359,632
2026	61,598,335
2027	63,904,199
2028	66,279,240
2029	68,725,531
2030	71,245,211
2031	73,840,482
2032	76,513,611
2033	79,266,933
2034	82,102,855
2035	85,023,855
2036	88,032,485
2037	91,131,374
2038	94,323,230
2039	97,610,841
2040	100,997,080
2041	104,484,907
2042	108,077,368
2043	111,777,604
2044	115,588,846
2045	119,514,426
2046	123,557,773
2047	127,722,420
2048	132,012,007
2049	136,430,282
2050	140,981,104
2051	145,668,452
2052	150,496,420
2053	155,469,226

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 2.**

Meeting Date: 02/06/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6561

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow a Tattoo Studio on a Tract of Land Zoned C-2 (General Commercial) District Located at 4909 Texoma Parkway, Suite 104, Lot 1, Block 1, Sherman I-75 Addition, City of Sherman, Grayson County, Texas (Norcan Enterprises, Inc., Owner; Joseph Jennings, Tenant; and Copley Land Surveying, Surveyor); Prescribing Conditions to the Specific Use Permit; Providing A Penalty Not to Exceed $2,000.00

Issue:

To consider a Tattoo Studio in a C-2 (General Commercial) District located at 4909 Texoma Parkway, Suite 104, being Lot 1, Block 1, Sherman I-75 Addition (Norcan Enterprises, Inc., Owner; Joseph Jennings, Tenant; and Copley Land Surveying, Surveyor)

Background:

The property is located at 4909 Texoma Parkway Suite 104 between Fallon and Highgrove Drives and is zoned C-2 (General Commercial) District. The owner is requesting a Specific Use Permit and Site Plan for a Tattoo Studio.

Origination:

Norcan Enterprises, Inc. (Owner)
Joseph Jennings (Tenant)
Copley Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the January 10, 2023 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.**The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6561
Exhibit A - Survey & Site Plan
Location Map
Zoning Map
Zoning Sign Photo
Future Land Use Map
Narrative
Floor Plan
Photos/Elevations
Staff Review Letter
P & Z Communication

ORDINANCE NO. 6561

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14 AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A TATTOO STUDIO, ON A TRACT OF LAND ZONED C-2 (GENERAL COMMERCIAL) DISTRICT LOCATED AT 4909 TEXOMA PARKWAY, SUITE 104, LOT 1, BLOCK 1, SHERMAN I-75 ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (NORCAN ENTERPRISES, INC., OWNER; JOSEPH JENNINGS, TENANT; AND COPLEY LAND SURVEYING, SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

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

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 4909 Texoma Parkway, Suite 104, Lot 1, Block 1, Sherman I-75 Addition, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Tattoo Studio, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property highlighted in green on **Exhibit A – Survey/Site Plan**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General

Zoning Ordinance, Ordinance No. 2280 and the regulations applicable to the C-2 (General commercial) District. (*Chapter 14)*

2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267). *(Code of Ordinances Chapter 3.02(c))*
3. Parking shall be provided for one space per 250 square feet of gross floor area. Required parking spaces shall be a minimum of 9' wide and 20' long. (*Chapter 14, Sec. 14.04.003(5)(a) and Sec. 14.04.003(c)(1)).*
4. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
5. The property must be properly maintained in a state of good repair and neat appearance.
6. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
7. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009 (1)(a)(3))*
8. The approval of the Site Plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.
9. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Additional Conditions:

10. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit A.**
11. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Joseph Jennings is the lessee of the Property.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. 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 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 7. That the 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 8. 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 9. 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 10. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

INTRODUCED on this the 6th day of February 2023.

ADOPTED on this the 6th day of February 2023.

EFFECTIVE DATE on this the 6th day of February 2023.

CITY OF SHERMAN, TEXAS

BY: _____

DAVID PLYLER, MAYOR

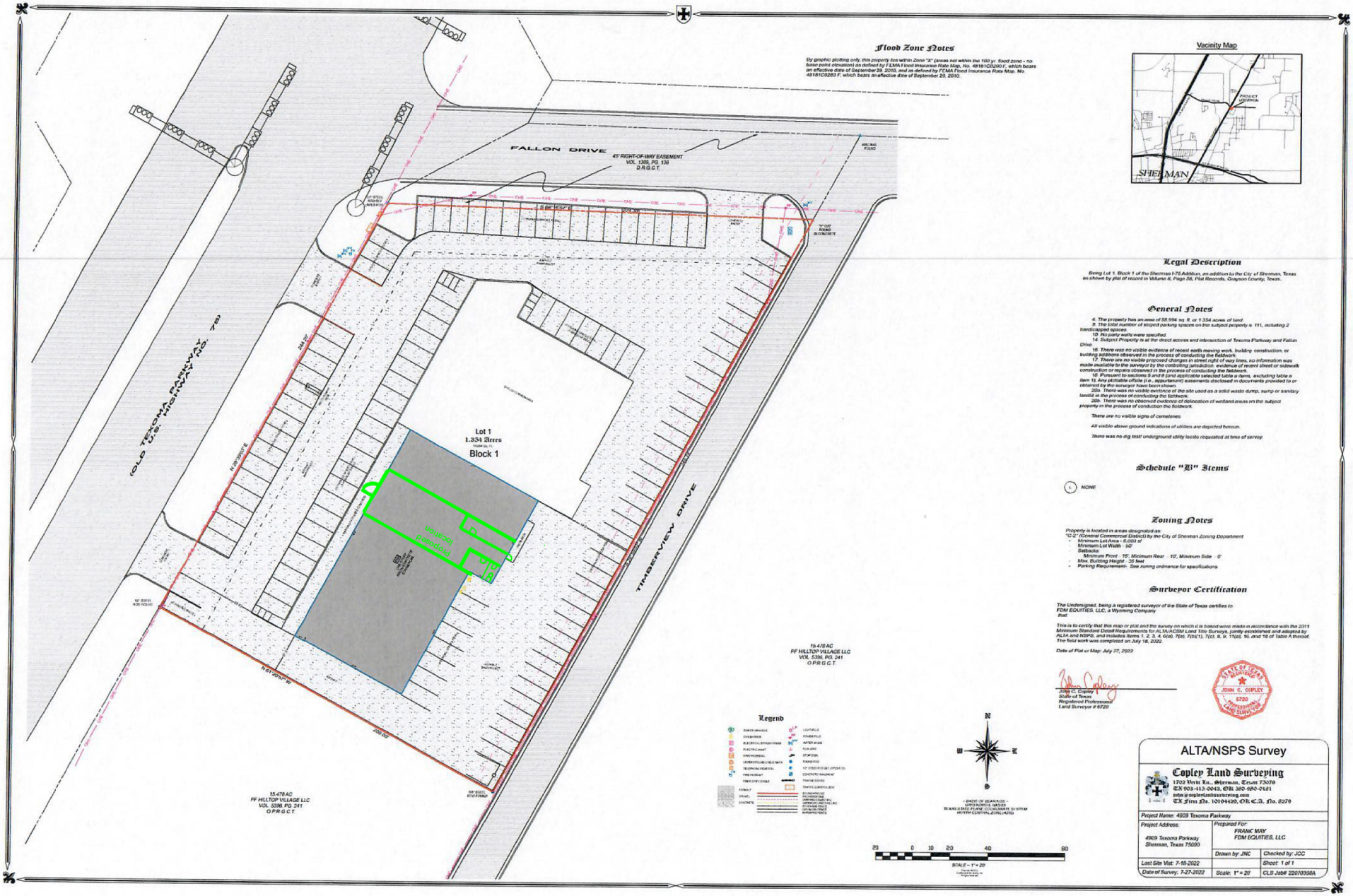
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



Flood Zone Notes

By graphic plotting only, this property lies within Zone "X" (areas not within the 100 yr. flood zone - no base point elevation) as defined by FEMA Flood Insurance Rate Map, No. 48181C0260 F, which bears an effective date of September 26, 2010, and as defined by FEMA Flood Insurance Rate Map, No. 48181C0280 F, which bears an effective date of September 26, 2010.

Vicinity Map

Legal Description

Being Lot 1, Block 1 of the Sherman I-75 Addition, an addition to the City of Sherman, Texas as shown by plat of record in Volume R, Page 58, Plat Records, Grayson County, Texas.

General Notes

4. The property has an area of 58,094 sq. ft. or 1.334 acres, of land.
9. The total number of striped parking spaces on the subject property is 111, including 2 handicapped spaces.
10. No parts/ wells were specified.
14. Subject Property is at the direct access and intersection of Texoma Parkway and Fallon Drive.
16. There was no visible evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
17. There are no visible proposed changes in street right of way lines, no information was made available to the surveyor by the controlling jurisdiction. evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
19. Pursuant to sections 5 and 8 (and applicable selected table a items, excluding table a item 1). Any plottable offsite (i.e., appurtenant) easements disclosed in documents provided to or obtained by the surveyor have been shown.
20a. There was no visible evidence of the site used as a solid waste dump, sump or sanitary landfill in the process of conducting the fieldwork.
20b. There was no observed evidence of delineation of wetland areas on the subject property in the process of condution the fieldwork.

There are no visible signs of cemetenes.

All visible above ground indications of utilities are depicted hereon.

There was no dig test/ underground utility locate requested at time of survey.

Schedule "B" Items

1. NONE

Zoning Notes

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

Surveyor Certification

The Undersigned, being a registered surveyor of the State of Texas certifies to:
FDM EQUITIES, LLC, a Wyoming Company
that:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(a), 7(a), 7(b)(1), 7(c), 8, 9, 11(a), 16, and 18 of Table A thereof. The field work was completed on July 18, 2022.

Date of Plat or Map: July 27, 2022

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

STATE OF TEXAS REGISTERED JOHN C. COPLEY 6720 LAND SURVEYOR

ALTA/NSPS Survey

Copley Land Surveying
1702 Verde Dr., Sherman, Texas 75070
TX 903-413-3043, OK 580-580-0181
john@copleylandsurveying.com
TX Firm No. 10194420, OK C.A. No. 8270

Project Name: 4909 Texoma Parkway	
Project Address: 4909 Texoma Parkway Sherman, Texas 75090	Prepared For: FRANC MAY FDM EQUITIES, LLC
	Drawn by: JNC / Checked by: JCC
Last Site Visit: 7-18-2022	Sheet: 1 of 1
Date of Survey: 7-27-2022	Scale: 1" = 20' / CLS Job# 22070398A

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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

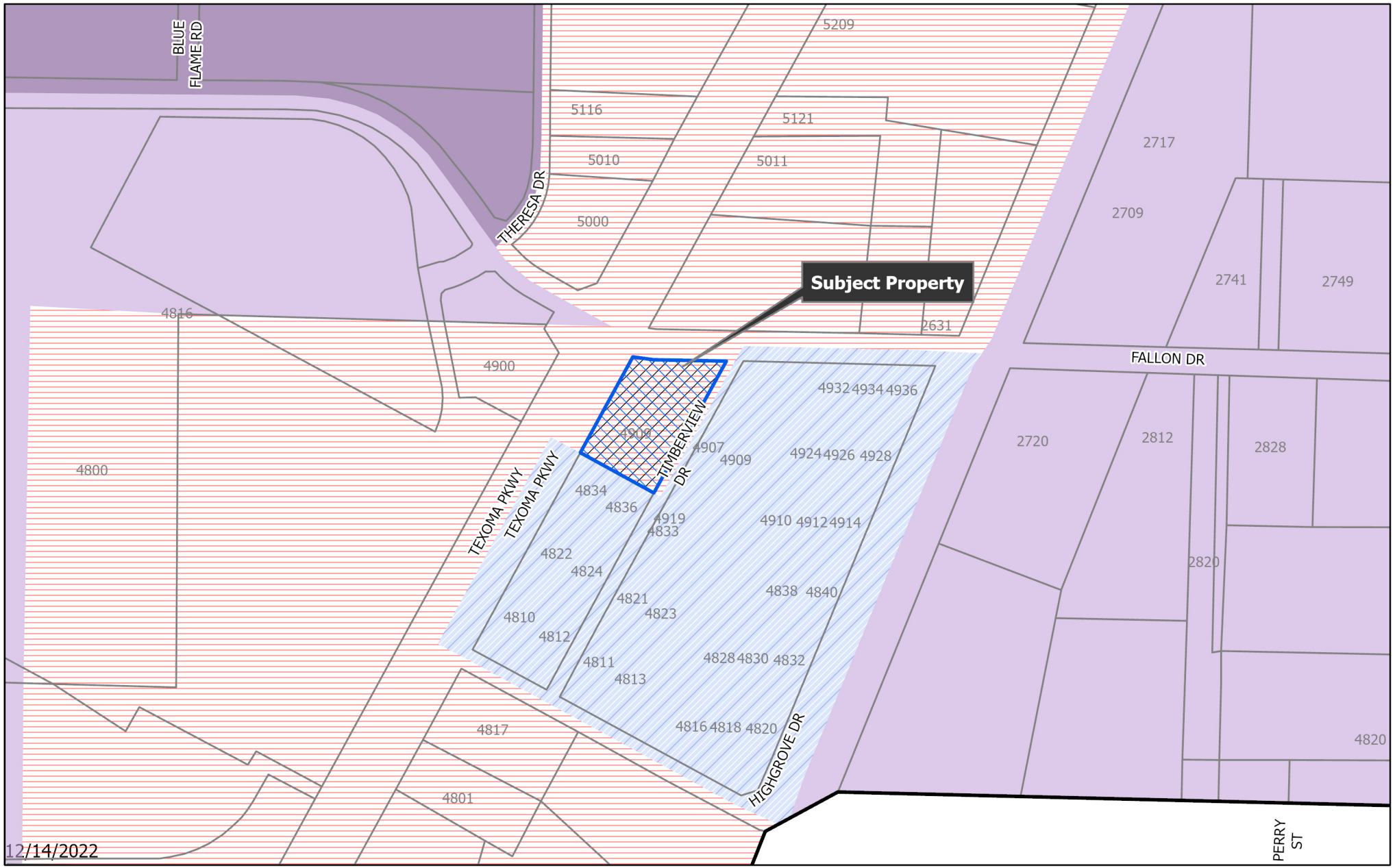
CITY OF SHERMAN

4909 Texoma Parkway

N
W E
S

Date: 12/14/2022 4:30 PM

Scale: 1:3,600



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- 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 Distgrict
- 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
- Subject Locations
- Parcels
- City Limits

CITY OF SHERMAN
Zoning Location Map

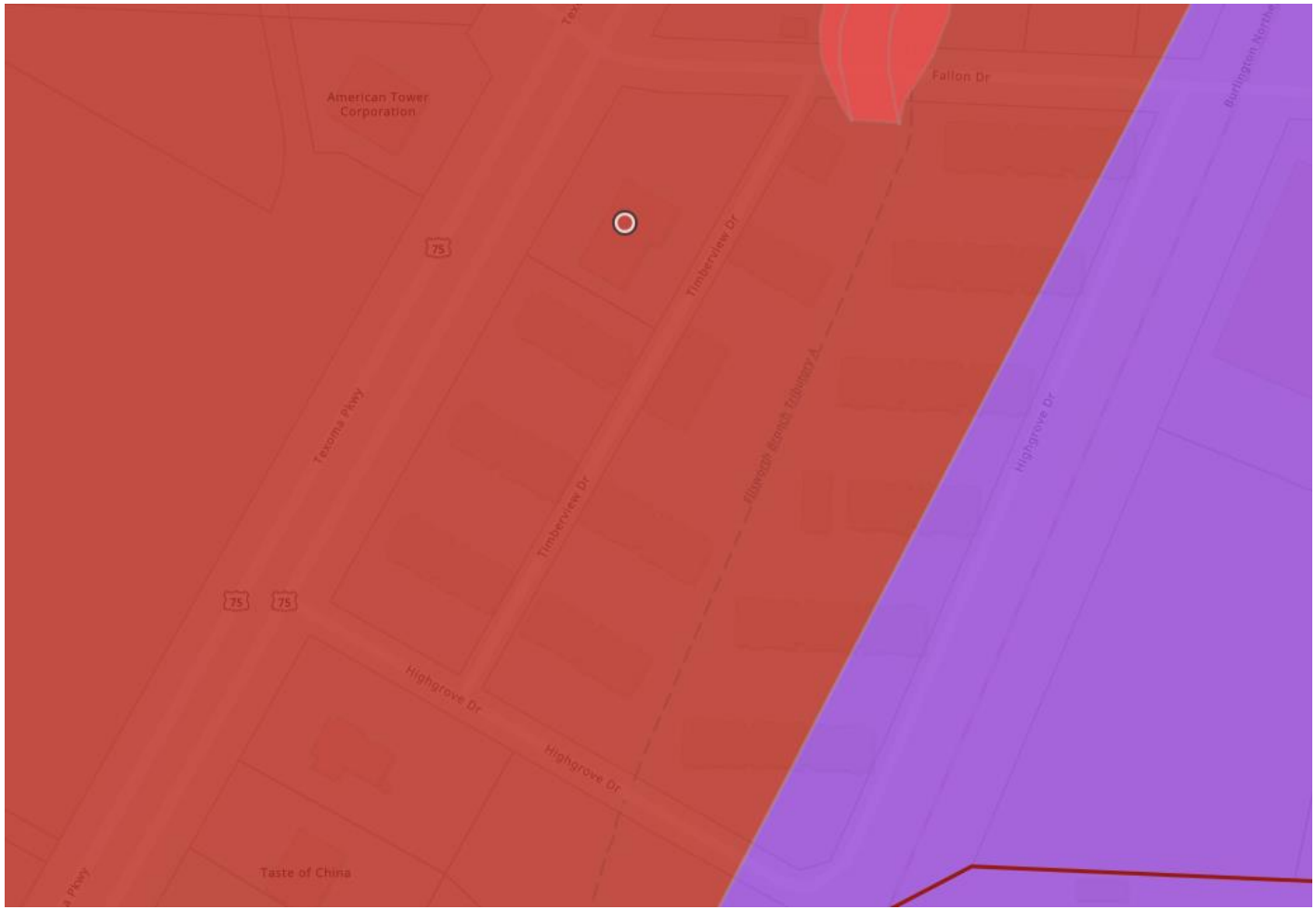
4909 Texoma Parkway

N
W E
S

Scale: 1:3,600

Date: 12/14/2022 4:30 PM

4909 TEXOMA PARKWAY



CITY OF SHERMAN
FUTURE LAND USE MAP
4909 TEXOMA PARKWAY

- AGRICULTURE/RURAL
- COMMUNITY COMMERCIAL
- CORE NEIGHBORHOOD
- DOWNTOWN
- PARKS
- REGIONAL COMMERCIAL
- SUBURBAN NEIGHBORHOOD
- TECHNOLOGY HUB
- FLOODPLAIN & OPEN SPACE
- NTRA ZONING
- AIRPORT

REGIONAL COMMERCIAL

Intent & Character

The Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Appropriate Land Use Types

- Retail and Restaurants
- Multi-Family Living
- Office Complex
- Medical
- Mixed Use
- Indoor Entertainment

Compatible Zoning Districts

- Retail Business
- General Commercial
- Office
- Multi-Family Residential (MF-15 and MF-30)
- Planned Development (for larger tracts)

Considerations

- Site design considerations should be given to parking, landscaping, and building articulation.
- Where possible, parking should be screened from view or well-landscaped with native, drought-tolerant plants.
- All buildings facades fronting a public street or within significant public view should have aesthetically-pleasing horizontal and vertical articulation.
- Signage should be multi-tenant, where possible, and should match the character of the primary structure.
- High density residential should be included in mixed use developments.
- High density residential is appropriate behind commercial areas, with inter-connectivity.
- If high density is stand alone, the surrounding uses and connectivity should be considered to avoid an "island."

Attn: 4909 Texoma Pkwy suite 104

To whom it may concern:

My name is Joseph Jennings and I'm the owner of an already established business located in McKinney Texas. The name of my business is Borrowed Time Fine Art & Tattoo Gallery. We have been in business since February of 2017, shortly after the loss of my father. I always admired his ability to go above and beyond for others. He gave me a fierce work ethic and supported my dreams in tattooing and business. While he never got to see my business open and then flourish I know he has been forever by my side all the while.

I currently run the business with my fiancé, an Air Force veteran, who I taught to tattoo in 2018. She is a very successful artist herself and a single mother of two. I have been tattooing for 20 years now and am an award winning artist in several categories with a love for all types and styles of tattooing. I'm a single father of a 12 year old son. I employ a manager and other artists as well. All of which are are taught at Borrowed Time how to tattoo. We have a very unique vision for how the experience of a client in a tattoo studio should be and employ very high ethical standards as well. The most important thing about Borrowed Time is the experience and the atmosphere. We make all of our clients feel comfortable and confident about their experience at Borrowed Time. We provide the highest standards in service, application, and cleanliness as well as a high quality product and service to our clients that are in search of the perfect tattoo. We are award winning artists in all categories and tattoo for the love the art form brings us. We are family owned and operated and we often times host benefits for local charities and organizations that serve the greater good.

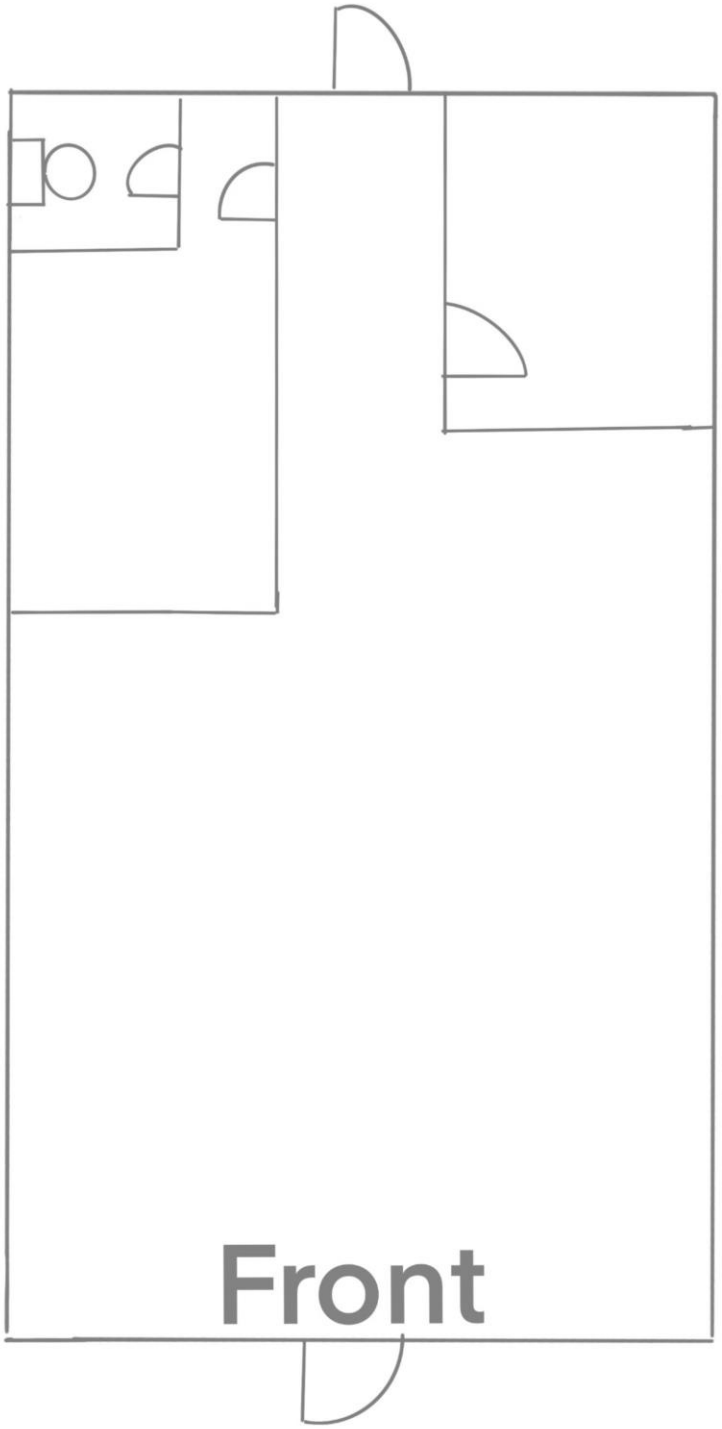
Thanks for your time and consideration in both reading this as well as having given me the opportunity to tell you a little about myself and my company. I look forward to a new beginning in Sherman with our second location and foresee great things to come for us all.

Sincerely,

Joseph Jennings

FINE ART GALLERY
Borrowed Time
EST. 2017

4909 Texoma Pkwy suite 104
Sherman TX
75090



4909 Texoma Pkwy suite 104

FINE ART GALLERY
Borrowed Time
EST. 2017

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

January 3, 2023

Norcan Enterprises, Inc
200 Edgehill Rd
Montreal Quebec, Canada H3Y 1E9

Copley Land Surveying
1702 Verdi Ln
Sherman, TX 75090

Joseph Jennings
1406 N. McDonald St.
McKinney, TX 75071

Dear Applicants,

The request for a Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009, to allow a Tattoo Studio in a C-2 (General Commercial) District located at 4909 Texoma Parkway, Suite 104 has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, January 10, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280 and the regulations applicable to the C-2 (General commercial) District. (*Chapter 14)*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267). *(Code of Ordinances Chapter 3.02(c))*
3. Parking shall be provided for one space per 250 square feet of gross floor area. Required parking spaces shall be a minimum of 9' wide and 20' long. (*Chapter 14, Sec. 14.04.003(5)(a) and Sec. 14.04.003(c)(1)).*
4. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
5. The property must be properly maintained in a state of good repair and neat appearance.
6. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
7. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009 (1)(a)(3))*
8. The approval of the Site Plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was

approved.

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

It is the policy of this Planning and Zoning Commission and the Board of Adjustment 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
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 17.

Meeting Date: 01/10/2023

Prepared by: Lauren Marlow, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

4909 TEXOMA PARKWAY SUITE 104

The request of Norcan Enterprises, Inc. (Owner), Joseph Jennings (Tenant) and Copley Land Surveying (Surveyor) concerning the property located at 4909 Texoma Parkway, Suite 104, being Lot 1, Block 1, Sherman I-75 Addition, as follows:

Planning and Zoning Commission

Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009, to allow a Tattoo Studio in a C-2 (General Commercial) District.

Background:

The property is located at 4909 Texoma Parkway Suite 104 between Fallon and Highgrove Drives and is zoned C-2 (General Commercial) District. The owner is requesting a Specific Use Permit and Site Plan for a Tattoo Studio.

Adjacent Zoning:

C-2 (General Commercial) District
MF-30 (Multi Family Residential) District

Origination:

Norcan Enterprises, Inc. (Owner)
Joseph Jennings (Tenant)
Copley Land Surveying (Surveyor)

Master Plan Designation:

Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Number of notices mailed:

6

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Future Land Use Map
Narrative
Survey & Site Plan
Elevations
Floor Plan
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 3.**

Meeting Date: 02/06/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6562

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 6.226 Acres in the J.B McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, Located at 2131 North Loy Lake Road, Heretofore Zoned C-2 (General Commercial) District; Rezoning and Placing the Tract in the MF-30 (Multi-Family Residential) District Zoning Classification, (Matthew Grynwald, Owner; Honey Goel, Representative; Kohinoor Rahman, FK + Architect, LLC, Representative/Architect; and Underwood Drafting & Surveying , Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

To consider the request of Matthew Grynwald (Owner), Honey Goel (Representative), Kohinoor Rahman, FK + Architect, LLC (Representative/Architect) and Underwood Drafting & Surveying (Surveyor) to rezone a tract of land consisting of 6.226 acres in the J.B McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, located at 2131 North Loy Lake Road, heretofore zoned C-2 (General Commercial) District; Rezoning and placing the tract in the MF-30 (Multi-Family Residential) District Zoning Classification

Background:

The property is located at 2131 North Loy Lake Road between East Peyton Street and Cottonwood Drive. The owner is requesting a Zone Change from a C-2 (General Commercial) District to an MF-30 (Multi-Family Residential) District and Site Plan approval for a three-story, 168-unit apartment complex consisting of 88 one-bedroom and 84 two-bedroom units.

Origination:

Matthew Grynwald (Owner)
Honey Goel (Representative)
Kohinoor Rahman, FK + Architect, LLC (Representative/Architect)
Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the January 10, 2023 regular meeting, the Planning and Zoning Commission voted 4/1 to recommend to the City Council that the Zone Change be approved subject to the Staff Review Letter. There was one citizen opposition presented at the Planning and Zoning Commission meeting. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6562
Exhibit A - Survey & Legal Desc.
Location Map
Zoning Map
Zoning Sign Photo
Future Land Use Map
Narrative
Site Plan
Elevations
Landscape Plan
Staff Review Letter
P & Z Communication
Traffice Study

ORDINANCE NO. 6562

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 6.226 ACRES IN THE J.B MCANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 2131 NORTH LOY LAKE ROAD, HERETOFORE ZONED C-2 (GENERAL COMMERCIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION (MATTHEW GRYNWALD, OWNER; HONEY GOEL, REPRESENTATIVE; KOHINOOR RAHMAN, FK + ARCHITECT, LLC, REPRESENTATIVE/ARCHITECT; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYOR); PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 2131 North Loy Lake Road, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the MF-30 (Multi-Family Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, 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 Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

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

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

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

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

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

INTRODUCED on this the 6th day of February 2023.

ADOPTED on this the 6th day of February 2023.

EFFECTIVE DATE on this the 6th day of February 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN PITTMAN, CITY ATTORNEY

JOB NO. A4070494

EXIHIBIT A

LINE TABLE		
LINE	LENGTH	BEARING
L1	62.23	N 37°41'11" E
L2	18.02	S 02°18'53" E

PEYTON-STREET

LOY-LAKE-ROAD

M. K. & T. RAILROAD

N 73°44'49" E 237.67'

SET 1/2" STEEL ROD

SET 1/2" STEEL ROD

FH

WATER EASEMENT VOL. 2263, PG. 173 R.P.R.G.C.T.

S 17°31'23" E 115.97'

TRACT 1 0.787 AC.

20' EASEMENT ENSEARCH CORPORATION VOL. 1462, PG. 456 D.R.G.C.T.

N 37°41'11" E 174.22'

S 75°45'35" W 381.31'

N 75°45'35" E 381.31'

FOUND 1/2" STEEL ROD

APPARENT LOCATION BURK ROYALTY CO. VOL. 1035, PG. 169 D.R.G.C.T.

FOUND 5/8" STEEL ROD

REM. 5.580 AC.
707 W. WASHINGTON JOINT VENTURE
VOL. 2385, PG. 116
R.P.R.G.C.T.

SCALE 1" = 100'

FOUND 1/2" STEEL ROD

N 37°41'11" E 98.09'

S 17°31'23" E 52.18'

FOUND 3/4" STEEL ROD

INGRESS & EGRESS AGREEMENT VOL. 2673, PG. 586 O.P.R.G.C.T.

0.37 AC. JAMES M. BARNES LINDA B. BARNES VOL. 3407, PG. 749 O.P.R.G.C.T.

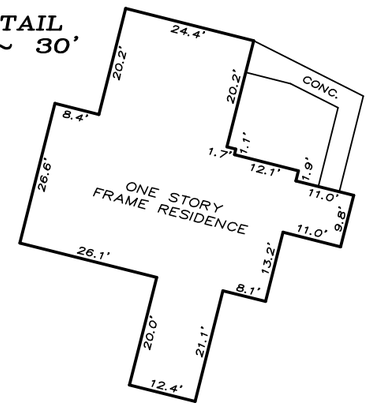
161.37' N 06°15'10" W

WATER WELL

VARIOUS DILAPIDATED OUT-BUILDINGS ARE LOCATED ON THE SUBJECT TRACT

~ BASIS OF BEARINGS ~
COURSE ALONG THE NORTH LINE OF COTTONWOOD PARK ADDITION AS PER PLAT OF RECORD IN VOL. 4, PG. 76, P.R.G.C.T.

DETAIL
1" ~ 30'



6.876 AC.
JAMES R. MELTON, JR.
VOL. 1809, PG. 598
R.P.R.G.C.T.

S 16°12'08" E 356.40'

SET SPIKE NAIL

MH

L1

L2

SET SPIKE NAIL TELE. PED.

TELE. PED.

FOUND 1/2" STEEL ROD

N 70°58'22" E 182.92'

FOUND 1/2" STEEL ROD

SEE DETAIL

PP

TEXAS UTILITIES ELECTRIC CO. VOL. 2713, PG. 567 O.P.R.G.C.T.

N 02°18'53" W 154.50'

TRACT 2 5.439 AC.

SET SPIKE NAIL

S 75°49'18" W 755.61'

PP

PP

LP

FOUND 1" STEEL ROD

PP

TELE. PED.

TELE. PED.

8' UTILITY EASEMENT

1 2 3

COTTONWOOD DRIVE

PARK

COTTONWOOD ADDITION VOL. 4, PG. 76 P.R.C.C.T.

MH

7 6 4 5

This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. Its use or disclosure in whole or part without the express written permission of Underwood Drafting & Surveying, Inc. is prohibited.

This survey is also unpublished work protected under the copyright laws of the United States of America. If this work becomes published, the following notice shall apply:

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Underwood Drafting & Surveying, Inc.
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SEE LEGAL DESCRIPTION ATTACHED

I, Jason B. Armstrong, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and is correct and that there are no visible discrepancies, conflicts, shortages in area, or rights of way, except as shown on the plat herewith, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

Jason B. Armstrong
Registered Professional
Land Surveyor No. 5557

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

Legal Description
Job No. A4070494

Tract 1

Situated in the City of Sherman, Grayson County, Texas, being a part of the J.B. McAnair Survey, Abstract No. 763, being a part of the 5.580 acre tract of land conveyed to 707 W. Washington Joint Venture by deed of record in Volume 2385, Page 116, of the Real Property Records, Grayson County, Texas, and being more particularly described as follows:

Beginning at a 5/8" steel rod found at an ell corner in the south line of said 5.580 acre tract, said rod being the northeast corner of the 5.77 acre tract of land conveyed to R. Graham Hicks, et ux, by deed of record in Volume 934, Page 137, of the Deed Records, Grayson County, Texas;

Thence South 75°45'35" West a distance of 381.31 feet to a ½" steel rod found in the southeasterly right-of-way line of the M. K. & T. Railroad, said rod being the most westerly corner of said 5.580 acre tract;

Thence North 37°41'11" East with said southeasterly right-of-way line, a distance of 174.22 feet to a ½" steel rod set in the south right-of-way line of Peyton Street for the most northerly northwest corner of said 5.580 acre tract;

Thence North 73°44'49" East with said south right-of-way line, a distance of 237.67 feet to a ½" steel rod set for the northeast corner of the herein described tract;

Thence South 17°31'23" East over and across said 5.580 acre tract, a distance of 115.97 feet to the **Point-of-Beginning** and containing **0.787 acres** of land.

I, Jason B. Armstrong, Registered Professional Land Surveyor, hereby certify that the above field notes were prepared from an actual survey made on the ground and are true and correct to the best of my knowledge and belief.

_____
Jason B. Armstrong
Registered Professional
Land Surveyor No. 5557

Legal Description
Job No. A4070494

Tract 2

Situated in the City of Sherman, Grayson County, Texas, being a part of the J.B. McAnair Survey, Abstract No. 763, being a part of the 5.77 acre tract of land conveyed to R. Graham Hicks, et ux, by deed of record in Volume 934, Page 137, of the Deed Records, Grayson County, Texas, and being more particularly described as follows:

Beginning at a spike nail set in the center of a public road locally known as Loy Lake Road at the southwest corner of said 5.77 acre tract;

Thence North 02°18'53" West with the center of said public road, a distance of 154.50 feet to a spike nail set in the southeasterly right-of-way line of the M. K. & T. Railroad, said nail being the most westerly northwest corner of said 5.77 acre tract;

Thence North 37°41'11" East with said southeasterly right-of-way line, a distance of 62.23 feet to a spike nail set in asphalt in the east line of said public road for the northwest corner of the 0.37 acre tract of land conveyed to James M. Barnes and Linda Barnes by deed of record in Volume 3407, Page 749, of the Official Public Records, Grayson County, Texas;

Thence South 02°18'53" East with said east line, a distance of 18.02 feet to a ½" steel rod found at the southwest corner of said 0.37 acre tract;

Thence North 70°58'22" East a distance of 182.92 feet to a ½" steel rod found at the southeast corner of said 0.37 acre tract;

Thence North 06°15'10" West a distance of 161.37 feet to a ½" steel rod found in said southeasterly right-of-way line for the northeast corner of said 0.37 acre tract;

Thence North 37°41'11" East with said southeasterly right-of-way line, a distance of 98.09 feet to a ½' steel rod found at the most westerly corner of the 5.580 acre tract of land conveyed to 707 W. Washington Joint Venture by deed of record in Volume 2385, Page 116, of the Real Property Records, Grayson County, Texas, said rod being the most northerly northwest corner of said 5.77 acre tract;

Thence North 75°45'35" East a distance of 381.31 feet to a 5/8" steel rod found at an ell corner in the south line of said 5.580 acre tract, said rod being the northeast corner of said 5.77 acre tract;

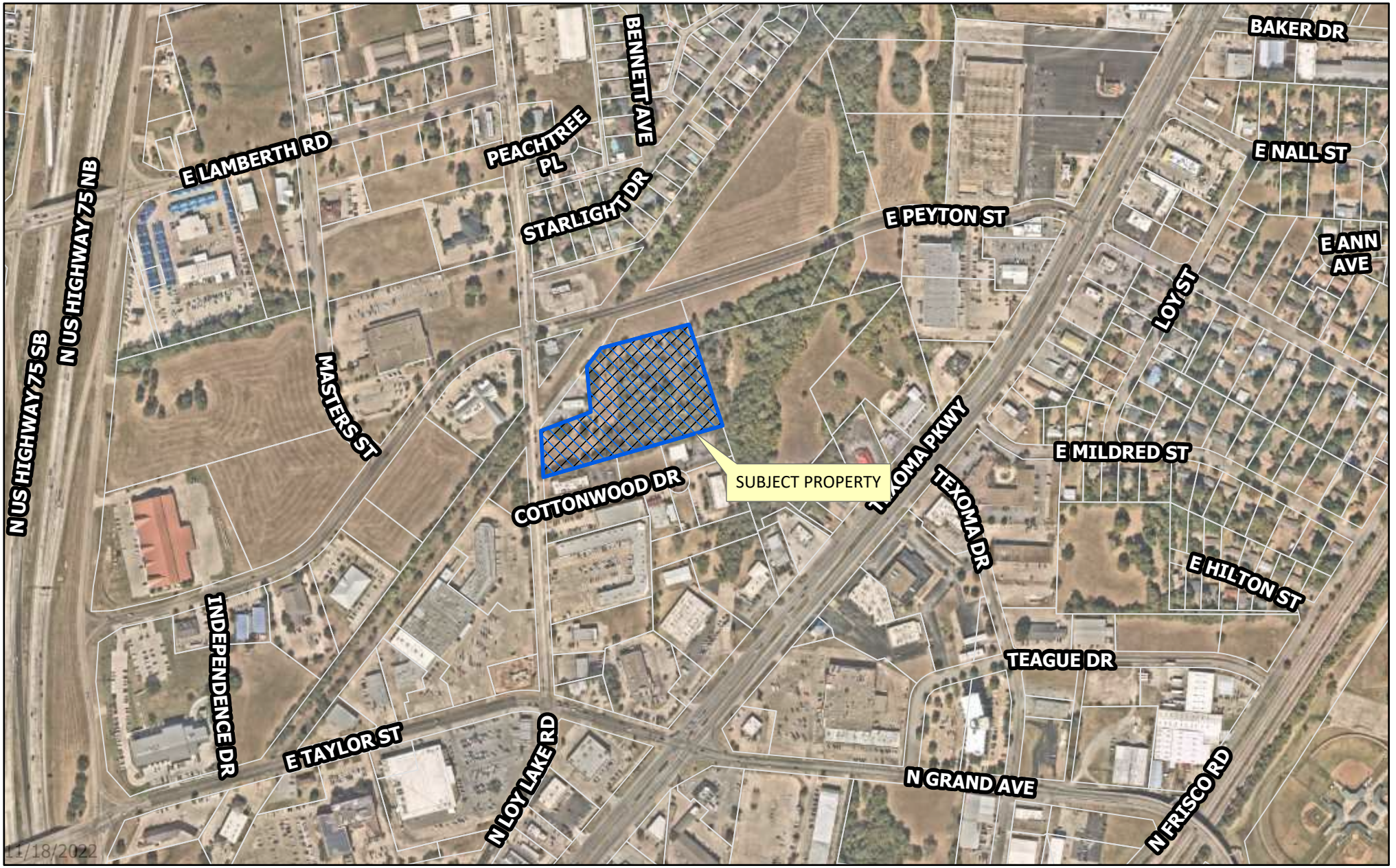
Thence South 17°31'23" East a distance of 52.18 feet to a ¾" steel rod found at the most southerly southwest corner of said 5.580 acre tract, the northwest corner of the 6.876 acre tract of land conveyed to James R. Melton, Jr., by deed of record in Volume 1809, Page 598, of said Real Property Records;

Thence South 16°12'08" East with the west line of said 6.876 acre tract, a distance of 356.40 feet to a 1" steel rod found at the northeast corner of Cottonwood Park Addition, an addition to the City of Sherman, Texas, as shown by plat of record in Volume 4, Page 76, of the Plat Records, Grayson County, Texas, said rod being the southeast corner of said 5.77 acre tract;

Thence South 75°49'18" West with the north line of said addition, a distance of 755.61 feet to the **Point-of-Beginning** and containing **5.439 acres** of land.

I, Jason B. Armstrong, Registered Professional Land Surveyor, hereby certify that the above field notes were prepared from an actual survey made on the ground and are true and correct to the best of my knowledge and belief.

_____
Jason B. Armstrong
Registered Professional
Land Surveyor No. 5557



dlagrone H:\ENGINEERING\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

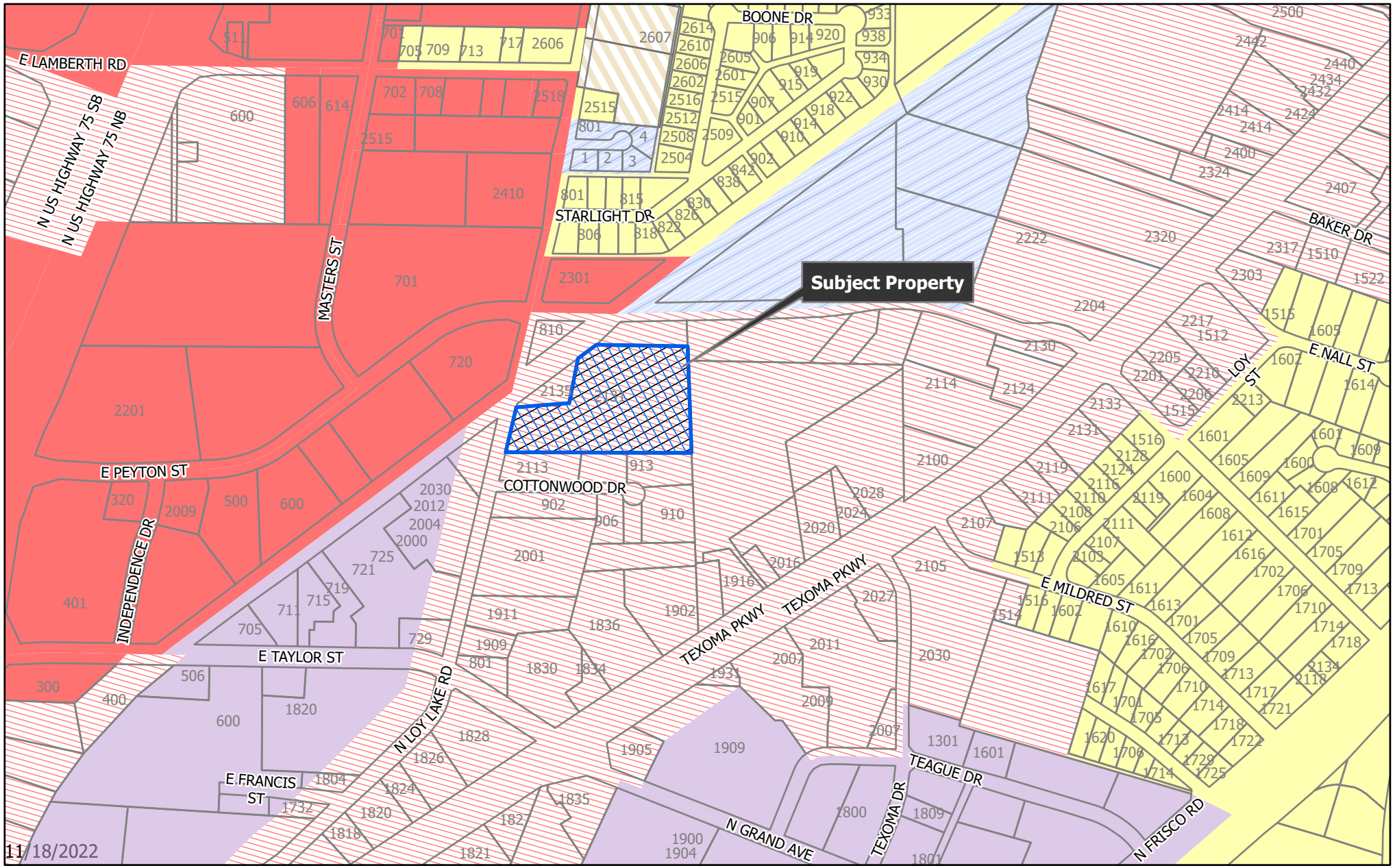
CITY OF SHERMAN

2131 Loy Lake Rd

N
W E
S

Date: 11/17/2022 3:05 PM

Scale: 1:6,000



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- 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 Distgrict
- 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
- Subject Locations
- Parcels
- City Limits

CITY OF SHERMAN
Zoning Location Map

2131 N Loy Lake Rd

N W E S

Scale: 1:6,000

Date: 11/17/2022 3:05 PM

Dec 28, 2022 at 3:54 PM

RANDY JAY
PRICE REDUCED
FOR SALE
Dec 27, 2022 at 4:18 PM

CITY OF SHERMAN
Future Land Use Map
2131 N Loy Lake Road

- AGRICULTURE/RURAL
- COMMUNITY COMMERCIAL
- CORE NEIGHBORHOOD
- DOWNTOWN
- PARKS
- REGIONAL COMMERCIAL
- SUBURBAN NEIGHBORHOOD
- TECHNOLOGY HUB
- FLOODPLAIN & OPEN SPACE
- NTRA ZONING
- AIRPORT

CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

REGIONAL COMMERCIAL

Intent & Character

The Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Appropriate Land Use Types

- Retail and Restaurants
- Multi-Family Living
- Office Complex
- Medical
- Mixed Use
- Indoor Entertainment

400 chisholm place,
suite 310, plano, texas 75075
phone (469) 258-9322 (m)
(972) 424-1325 (w)
www.fkarchitect.com
fahim2582@aol.com

fk + architect, llc

November 15, 2022

Kerri Turner,
220 W Mulberry,
Sherman, TX 75090

Subject: Zoning Change Request for Apartments Buildings at Peyton Street and Loy Lake Road.

Dear Kerri,

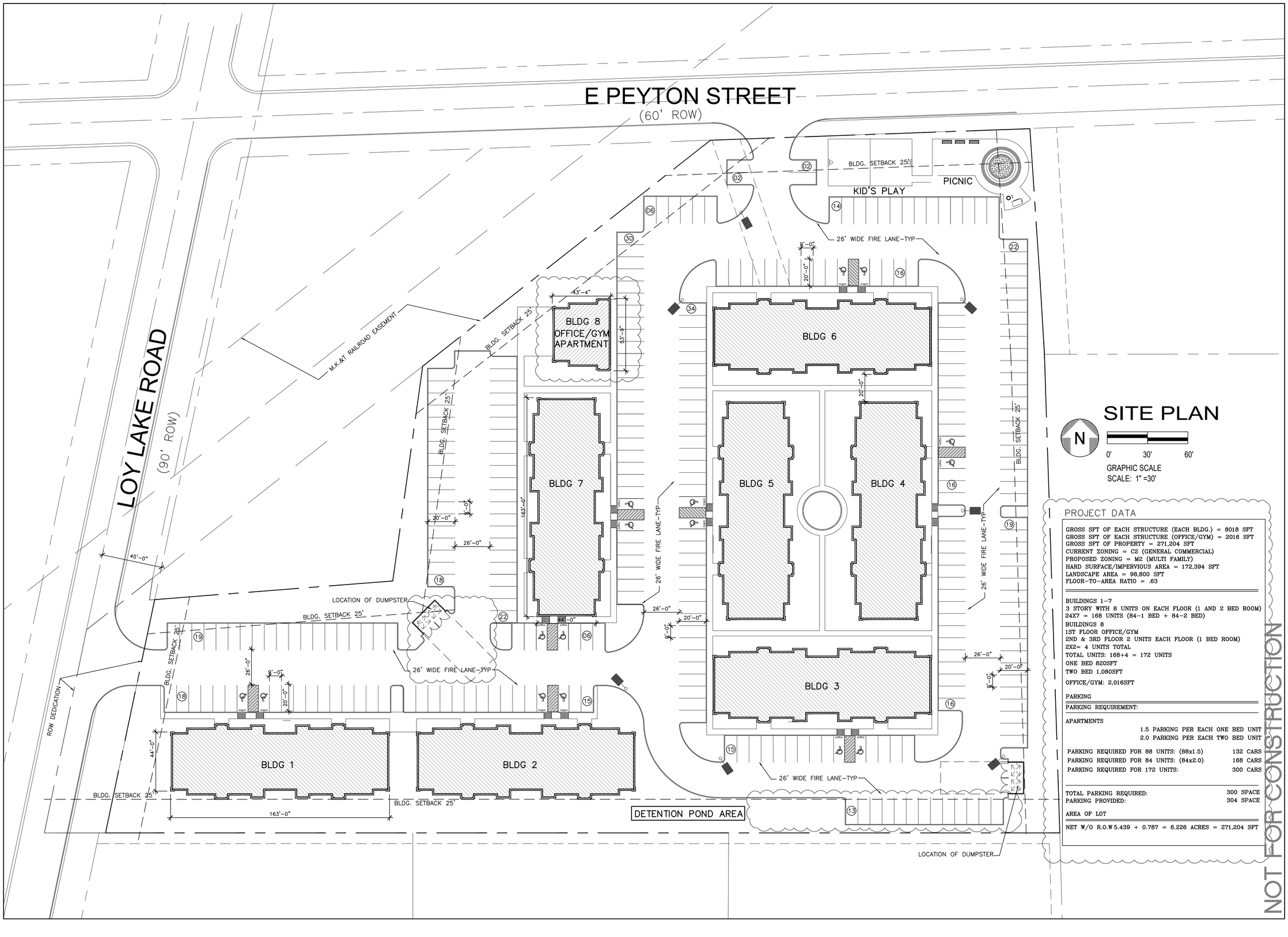
Our client Mr. Honey Goal, wants to develop Multifamily apartment buildings, above stated the property. Current zone is C-2 and requesting to change for R-2 (Multifamily).

So, we hope you will consider our application for zoning change and allow our client to build the Multifamily apartments in his current lot. Please call us with any question.

Thank you
Sincerely,

Kohinoor Rahman
11/16/2022

Kohinoor Rahman
Cell: 214-434-7903



SITE PLAN

N

0' 30' 60'

GRAPHIC SCALE
SCALE: 1" =30'

PROJECT DATA

GROSS SFT OF EACH STRUCTURE (EACH BLDG.) = 8018 SFT
GROSS SFT OF EACH STRUCTURE (OFFICE/GYM) = 2016 SFT
GROSS SFT OF PROPERTY = 271,204 SFT
CURRENT ZONING = C2 (GENERAL COMMERCIAL)
PROPOSED ZONING = M2 (MULTI FAMILY)
HARD SURFACE/IMPERVIOUS AREA = 172,394 SFT
LANDSCAPE AREA = 98,800 SFT
FLOOR-TO-AREA RATIO = .63

BUILDINGS 1-7
3 STORY WITH 8 UNITS ON EACH FLOOR (1 AND 2 BED ROOM)
24X7 = 168 UNITS (84-1 BED + 84-2 BED)
BUILDINGS 8
1ST FLOOR OFFICE/GYM
2ND & 3RD FLOOR 2 UNITS EACH FLOOR (1 BED ROOM)
2X2= 4 UNITS TOTAL
TOTAL UNITS: 168+4 = 172 UNITS
ONE BED 620SFT
TWO BED 1,080SFT
OFFICE/GYM: 2,016SFT

PARKING

PARKING REQUIREMENT:

APARTMENTS
1.5 PARKING PER EACH ONE BED UNIT
2.0 PARKING PER EACH TWO BED UNIT

PARKING REQUIRED FOR 88 UNITS: (88x1.5)	132 CARS
PARKING REQUIRED FOR 84 UNITS: (84x2.0)	168 CARS
PARKING REQUIRED FOR 172 UNITS:	300 CARS
TOTAL PARKING REQUIRED:	300 SPACE
PARKING PROVIDED:	304 SPACE

AREA OF LOT

NET W/O R.O.W 5.439 + 0.787 = 6.226 ACRES = 271,204 SFT

NOT FOR CONSTRUCTION

fk + architect, llc
400 chisholm place
suite 310
plano, texas 75075
972-424 1325 (w)
469-258-9322 (c)
fahim2502@aol.com
web: fkarchitect.com

12/20/2022

REGISTERED ARCHITECT M. Fahim Khan 21965 STATE OF TEXAS

SEAL ONLY VALID IF SIGNED AND DATED

Original Date:
SEPTEMBER 30, 2022

Issue Log

ISSUED FOR REVIEW	10/03/2022
ISSUED FOR ZONING CHANGE	11/16/2022

DRAWN BY: CHECKED BY:

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PEYTON VILLAS
APARTMENTS-172 UNITS
AT EAST PEYTON STREET
SHERMAN, TEXAS 75090

Sheet Number:
A100
Project Number:
22-0XX

01 NORTH ELEVATION
SCALE: 1/8"=1'-0"

02 SOUTH ELEVATION
SCALE: 1/8"=1'-0"

03 EAST ELEVATION
SCALE: 1/8"=1'-0"

04 WEST ELEVATION
SCALE: 1/8"=1'-0"

EXTERIOR MATERIAL LIST

APARTMENTS AT
ROANOKE, TEXAS

BRICK
BR 1–ACME BLEND 137 (FIELD)
LIGHT BUFF
ACME BRICK
P–(972) 241–1400
F–(972 406–9374

STUCCO
SC 1–SW 7705–WHEAT PENNY
SHERWIN WILLIAMS
P–(260) 347–3781

TEXTURE COAT ON CONCRETE
T 1–MATCH SHERWIN WILLIAMS
ROAN 2722

STONE
ST 1–LEUDER'S LIMESTONE,
ROUGH NATURAL TEXTURE
P–(972) 517–9997
F (972) 661–3322

METAL COPING
MC 1–COLOR: SANDSTONE
UNA CLAD
P–(800) 426–7737

PORCELAIN TILE
PC 1–COLOR: ON GRAY
PORCELANOSA
(201)–712–0556

PAINT
P 1–SHERWIN WILLIAMS,
ROAN 2722
SHERWIN WILLIAMS
P–(260) 347–3781

NOTES:

PAINTS AND GLAZING ARE SUBJECTED TO THE APPROVAL OF THE OWNER. GC TO PROVIDE SAMPLE OF ALL PAINT COLOR TO THE OWNER BEFORE PURCHASING ANY PAINT. GC TO MAKE A MOCK UP SAMPLE OF ALL PAINT AND GET APPROVAL OF THE OWNER PRIOR TO APPLICATION.

fk + architect, llc
400 chisholm place
suite 310
plano, texas 75075
972-424 1325 (w)
469-258-9322 (c)
fahim2582@aol.com
web: fkarchitect.com

SEAL ONLY VALID IF SIGNED AND DATED

Original Date:
SEPTEMBER 30, 2022

Issue Log

ISSUED FOR REVIEW	10/03/2022

DRAWN BY: CHECKED BY:

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PEYTON VILLAS
APARTMENTS–168 UNITS
AT EAST PEYTON STREET
SHERMAN, TEXAS 75090

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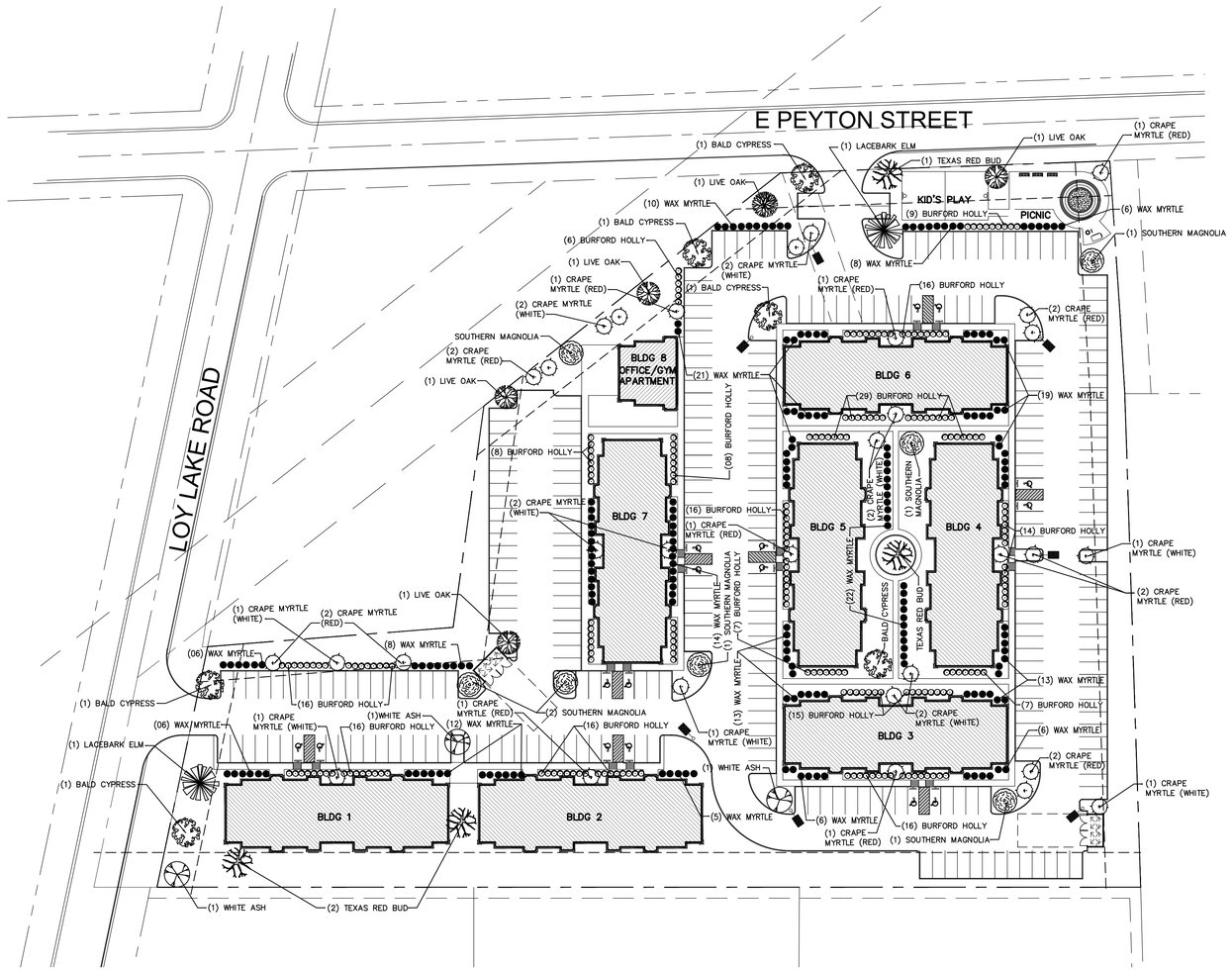
Sheet Number:
A301

Project Number:
22–0XX



LANDSCAPEPLAN

N

0' 50' 100'

GRAPHIC SCALE
SCALE: 1" = 50'

VICINITY MAP

PLANT LIST

QUAN.	COMMON NAMES	SCIENTIFIC NAME	SIZE	REMARKS
TREES				
5	LIVE OAK	QUERCUS VERGINIANA	4" CAL.	CONT. GROWTH 14' TO 16' HT, 6' TO 8' SPR.
3	WHITE ASH	MAGNOLIA GRANDIFLORA	4" CAL.	CONT. GROWTH 14' TO 18' HT, 6' TO 8' SPR.
6	BALD CYPRESS	LAGESTROEMIA INDICA	4" CAL.	MIN 8' AT THE TIME OF PLANTING
2	LACEBARK ELM	ULMUS PERVIFOLIA	4" CAL.	CONT. GROWTH 12' TO 14' HT, 6' TO 7' SPR.
7	SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA	3" CAL.	CONT. GROWTH 14' TO 18' HT, 6' TO 8' SPR.
4	TEXAS RED BUD	CIRCISS CANADENSIS 'TEXAS'	2" CAL.	CONT. GROWTH 6' TO 8' HT, 4' TO 6' FULL.
16	CRAPE MYRTLE (RED)	LAGESTROEMIA INDICA	4" CAL.	MIN 8' AT THE TIME OF PLANTING
15	CRAPE MYRTLE (WHITE)	LAGESTROEMIA INDICA "NATCHEZ"	4" CAL.	MIN 8' AT THE TIME OF PLANTING
SHURBS				
294	DFW. BURFORD HOLLY	ILEXCORNUTA BURFORDII NANA	5 GAL.	30" TO 34' HT, FULL.
134	DFW. WAX MYRTLE	MYRICA PUSILLA	24" HT	

GENERAL PLANT NOTES:

1. USE 1/8" STEEL EDGING (PAINTED GREEN).
2. USE 3" OF SANDY LOAM AND 3" OF ORGANIC MULCH FOR BED PREPARATIONS. TOTAL BED MIX TO THE DEPTH OF 8" MINIMUM.
3. SOLID SOD ALL THE LAWN AREAS WITH ST. AUGUSTINE GRASS. REPLACE ALL EXISTING LAWN AREAS DAMAGED IN THE CONSTRUCTION PROCESS.
4. TOP DRESS ALL THE PLANTING BED AREAS WITH 2" DEEP HARD WOOD MULCH, AFTER THE PLANTING OPERATIONS.
5. ALL THE PLANTING BED AND LAWN AREAS TO HAVE AUTOMATIC IRRIGATION SYSTEM AS PER STATE OF TEXAS AND CITY OF ROWLET CODES AND REQUIREMENTS.

LANDSCAPE RQUIREMENTS:

TOTAL PARKING LOT AREA:	114,268 SF
LANDSCAPE AREA REQUIRED 10% OF PARKING AREA:	11,426 SF
LANDSCAPE AREA PROVIDED 11.20% OF PARKING AREA:	12,807 SF
LANDSCAPE ISLANDS REQUIRED 40% OF PARKING LANDSCAPE AREA:	4,835.2 SF
LANDSCAPE ISLANDS PROVIDED 40% OF PARKING LANDSCAPE AREA:	5,122.80 SF

TREE LEGEND

	LACEBARK ELM		CRAPE MYRTLE (RED)
	BALD CYPRESS		CRAPE MYRTLE (WHITE)
	WHITE ASH		TEXAS RED BUD
	LIVE OAK		SOUTHERN MAGNOLIA
SHRUBS			
	DFW. BURFORD HOLLY		DFW. WAX MYRTLE
VINE			
	TANGERINE BEAUTY		BIG BLUE LIRIOPE
	GRASS LAWN		
	CONC SIDEWALK		
	STEEL EDGING		

NOT FOR CONSTRUCTION

fk + architect, llc
400 chisholm place
suite 310
plano, texas 75075
972-424 1325 (w)
469-258-9322 (c)
fakim2502@aol.com
web: fkarchitect.com

12/20/2022

REGISTERED ARCHITECT M. Fazlul Kabir Khan 25962 STATE OF TEXAS

SEAL ONLY VALID IF SIGNED AND DATED

Original Date:
SEPTEMBER 30, 2022

Issue Log

ISSUED FOR REVIEW	10/03/2022
ISSUED FOR ZONING CHANGE	11/16/2022

DRAWN BY: CHECKED BY:

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PEYTON VILLAS
APARTMENTS-172 UNITS
AT EAST PEYTON STREET
SHERMAN, TEXAS 75090

Sheet Number:
LS100

Project Number:
22-0XX

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

January 3, 2023

Honey Goel
4602 Boulder Dr
Parker, TX 75002

Underwood Drafting & Surveying
3404 Interurban Rd
Denison, TX 75021

FK + Architect, LLC
Kohinoor Rahman
400 Chisholm Pl #310
Plano, TX 75075

Dear Applicants,

The request for a Public Hearing, Site Plan and Zone Change from a C-2 (General Commercial) District to an MF-30 (Multi-Family Residential) District located at 2131 North Loy Lake Road has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, January 10, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280 and the regulations applicable to the MF-30 (Multi-Family Residential) District. (*Chapter 14)*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267). *(Code of Ordinances Chapter 3.02(c))*
3. Parking shall be provided for 1.5 spaces per every one-bedroom unit and 2 spaces per every 2-bedroom unit; a parking space is considered to be 9' x 20' or 9' by 18' when possible, for a vehicle to overhang the front of a parking space that is landscaped *(Chapter 14, Section 14.04.003(5) and 14.04.003 (4)(c))*
4. All uses within an MF-30 (Multi-Family Residential) District shall provide a screening device as an enclosure for garbage and trash containers. Such enclosure shall be located within the building area of the lot. The container shall be positioned or screened in such a way so that it is not visible from any street, highway or major thoroughfare. Enclosures shall be constructed of masonry or similar durable material. *(Chapter 14, 14.04.004(4)(d))*
5. A minimum six (6) foot masonry or wrought iron, with masonry columns, perimeter fence shall be provided adjacent to public streets to surround a multi-family development. The masonry columns along a public street shall be separated at 24 feet on center. The perimeter fence may extend along the front property line long so long as it does not impact sight distance at intersecting streets, alleys, and driveways as defined in Subsection (2)(a). *(Chapter 14, Sec. 14.04.004(4))*
6. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Sec. 14.04.003(5))*
7. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*

8. Landscaping is required that is 10 percent of the parking areas and drives in the parking area and of that 10 percent, 40 percent is required to be used as landscaped islands. *(Chapter 14, Sec.14.04.006(2))*.
9. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
10. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

11. Platting of the property is required prior to issuance of Building Permit. *Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004*
12. Dedication of Right of Way may be required upon platting. *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*
13. Plat name shall have the same name as civil plans.
14. 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*
15. The location of the trash receptors must be approved by the Public Works Department.
16. Verify fire requirements and code compliance with Fire Marshal. *Code of Ordinances Chapter 3.02(c)*
17. Internal water and wastewater lines will be privately owned and maintained.
18. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*

It is the policy of the Planning and Zoning Commission and Board of Adjustment 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 Adjustment

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

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 15.

Meeting Date: 01/10/2023

Prepared by: Lauren Marlow, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

2131 NORTH LOY LAKE ROAD

The request of Matthew Grynwald (Owner), Honey Goel (Representative), Kohinoor Rahman, FK + Architect, LLC (Representative/Architect) and Underwood Drafting & Surveying (Surveyor) concerning the property located at 2131 North Loy Lake Road, being 6.226 acres in the J.B McAnair Survey, Abstract No. 763, as follows:

Planning and Zoning Commission

Public Hearing, Site Plan and Zone Change from a C-2 (General Commercial) District to an MF-30 (Multi-Family Residential) District.

Background:

The property is located at 2131 North Loy Lake Road between East Peyton Street and Cottonwood Drive. The owner is requesting a Zone Change from a C-2 (General Commercial) District to an MF-30 (Multi-Family Residential) District and Site Plan approval for a three-story, 168-unit apartment complex consisting of 88 one-bedroom and 84 two-bedroom units.

Adjacent Zoning:

C-2 (General Commercial) District

Origination:

Matthew Grynwald (Owner)
Honey Goel (Representative)
Kohinoor Rahman, FK + Architect, LLC (Representative/Architect)
Underwood Drafting & Surveying (Surveyor)

Master Plan Designation:

Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged

Number of notices mailed:

18

Objections Received:

1

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
FLUM
Survey
Site Plan
Elevations
Landscape Plan
Staff Review Letter

Technical Memorandum

To: Fahim Khan

From: Firoze Shams, PE, PTOE

CC: Sam Dam

Date: January 25, 2023

Subject: **Trip Generation Analysis for the Proposed Multifamily Housing at the southeast corner of the intersection of Loy Lake Rd and E Peyton St in Sherman, Texas**

INTRODUCTION

Global Civil Solutions, LLC was tasked by **fk+architect, LLC**, to determine the trips generated by the proposed multifamily housing development at the southeast corner of the intersection of Loy Lake Rd and E Peyton St in Sherman, Texas. The total number of units in eight separate buildings are 172, with 88 1-Bed units and 84 2-Bed units. The approximate floor area of 1-Bed and 2-Bed units are 820 SF and 1080 SF respectively.

A layout of the proposed development is shown in Attachment A. For trip generation purposes for the proposed development, we considered the **Multifamily Housing (Mid-Rise) Not Close to Rail Transit (ITE Trip Generation Code 221)**.

The project build-out year is expected to be 2025. ADT for the adjacent Loy Lake Rd and E Peyton St was obtained from TxDOT websites as part of our analysis and a detailed trip generation was performed for the proposed development.

The expected traffic volume (ADT) from the proposed development was added to the adjacent Loy Lake Rd and E Peyton St ADTs to visualize the overall impacts. **It was found that the proposed property is only marginally impacting the traffic operations of the adjacent roadway facilities and intersections which will all operate acceptably for both the background and the build-out traffic (ADT). Both Loy Lake Rd and E Peyton St have adequate capacity to handle the minor increase in traffic volumes from the proposed development.** The following sections will illustrate the detailed process for the analysis.

SITE CONDITIONS

Two driveway accesses are proposed from the development, one each to Loy Lake Rd and E Peyton St. Loy Lake Rd is a 2-Lane minor arterial with a two-way-left-turn-lane in the middle and a posted speed of 30 MPH connecting with US 82 to the north and Texoma Pkwy to the south. E Peyton St is a 2-Lane collector type facility with a posted speed of 30 MPH connecting with Texoma Pkwy to the east and US 75 to the west.

HISTORICAL TRAFFIC COUNTS

Historical traffic counts for Loy Lake Rd and E Peyton St were obtained from TxDOT websites and shown in Table 1.

Table 1 – Historical ADT for Loy Lake Rd and Peyton St near the Proposed Development

Count Location	Count Source	Count (Year)	ADT	Projected 2025
E Peyton St East of Project	TxDOT	2018	4,097	4,427
E Peyton St West of Project	TxDOT	2018	2,955	3,193
Loy Lake Rd North of Project	TxDOT	2018	9,660	10,438
Loy Lake Rd South of Project	TxDOT	2018	8,588	9,279

Traffic has been assumed to grow at 1.15% which is the current population growth rate in Sherman, Texas

We estimated a traffic growth rate of 1.15% for the area. This is based on the general population growth on 1.15% in the region in the past few years. This growth rate was applied to the year 2018 ADT to generate the build-out year (2025) traffic.

TRIP GENERATION RATES AND TRIPS GENERATED BY THE PROPOSED DEVELOPMENT

A trip generation analysis was performed for the proposed development based on the trip generation rates and equations provided in the ITE Trip Generation Manual 11th Edition. Table 2 shows all the detailed trip generation parameters and rates.

Table 2 - Trip Generation Rates based on ITE Trip Generation Manual 11th Edition

Development	ITE Code	Units	Daily Rate/Equation	AM Peak Hour		PM Peak Hour	
				In/Out	Rate/Equation	In/Out	Rate/Equation
Multifamily Housing (Mid-Rise) Not Close to Rail Transit	221	Dwelling Unit	4.54	26/74	0.35	60/40	0.39

The trips generated for the proposed development are shown in Table 3.

Table 3 - Trips Generated by the Proposed Development based on ITE Trip Generation Rates

Development	Units/Area	ADT	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Multifamily Housing (Mid-Rise) Not Close to Rail	172	781	60	16	44	67	41	26
Total		**781**	**60**	**16**	**44**	**67**	**41**	**26**

Notes:

1. It is assumed that the trips in and out from the proposed development are equally distributed between the two driveways
2. Based on comments from the City, the trips on Loy Lake Rd would be equally distributed to both the north and south directions and the trips on the E Peyton St Driveway would be split 75:25 to the west and east directions

Total weekday traffic generated by the proposed facility is 781 and the weekday peak traffic is 67 VPH for the PM Peak Hour.

TRAFFIC ANALYSIS

The trips generated by the proposed development were added to the background traffic for the build-out year to compute the total traffic for the analysis. Based on the traffic volumes in Table 3, it can be seen that the generated traffic (ADT) when distributed to each of Loy Lake Rd and E Peyton St is quite small compared to the existing ADTs on the two facilities and as such, will have minimal impacts on both the facilities.

Adjacent Link Analysis

The link volumes for Loy Lake Rd and E Peyton St were analyzed for capacity issues. Build-out traffic projections are shown in table 4.

Table 4 – Traffic on Adjacent Street based on Trips Generated from Development

		Loy Lake Rd (2-Lane Arterial)			E Peyton St (2-Lane Collector)		
		2018	**2025 (Projected)**	**2025 Total**	**2018**	**2025 (Projected)**	**2025 Total**
Background Traffic (VPH)	ADT	9,660	10,438	10,438	4,097	4,427	4,427
Project Traffic (VPH)	ADT	NA	NA	390	NA	NA	390
Total Traffic (VPH)	ADT	9,660	10,438	**10,828**	4,097	4,427	**4,817**
Generalized Service Volumes	1000 Veh/Day	**9.7**	**10.4**	**10.8**	**4.1**	**4.4**	**4.8**
Generalized Service Volumes LOS	LOS	D	D	**D**	C	C	**C**

Note:

1. Projected ADT is based on 1.15% Linear Growth Rate
2. Generalized Service Volume 4.4 - 5.9 is indicative of LOS C for a two-lane street facility with 30 mph
3. Generalized Service Volume 11.5 - 15.4 is indicative of LOS D for a two-lane street facility with 30 mph

Based on the above table, it can be seen that the additional traffic from the proposed development does not have any detrimental impacts on the LOS of the existing facilities when compared to the projected background traffic in year 2025. Both Loy Lake Rd and E Peyton St will operate acceptably with the additional traffic from the proposed development.

Deceleration Lane Recommendations

Based on the requirements for the Texas Access Management Manual, we would not require a right turn deceleration lane for any of the two driveways to the proposed development. The deceleration lane threshold of 60 VPH right turning volume is not achieved at any of the two driveways. As such, **no right turn deceleration lane is needed for either Loy Lake Rd or E Peyton St for this development.**

CONCLUSIONS AND RECOMMENDATIONS

Both the ADT (781 VPD) and the Peak hour traffic (67 VPH) are well under the usual thresholds of ADT (1000 VPD) and Peak Hour traffic (100 VPH) needed to trigger a detailed Traffic Impact Analysis. Additionally, the development is substantially less than 100 Acres. Due to the small increase in traffic, we do not expect any traffic operational issues related to the proposed development. As such, we do not think a detailed TIA is necessary.

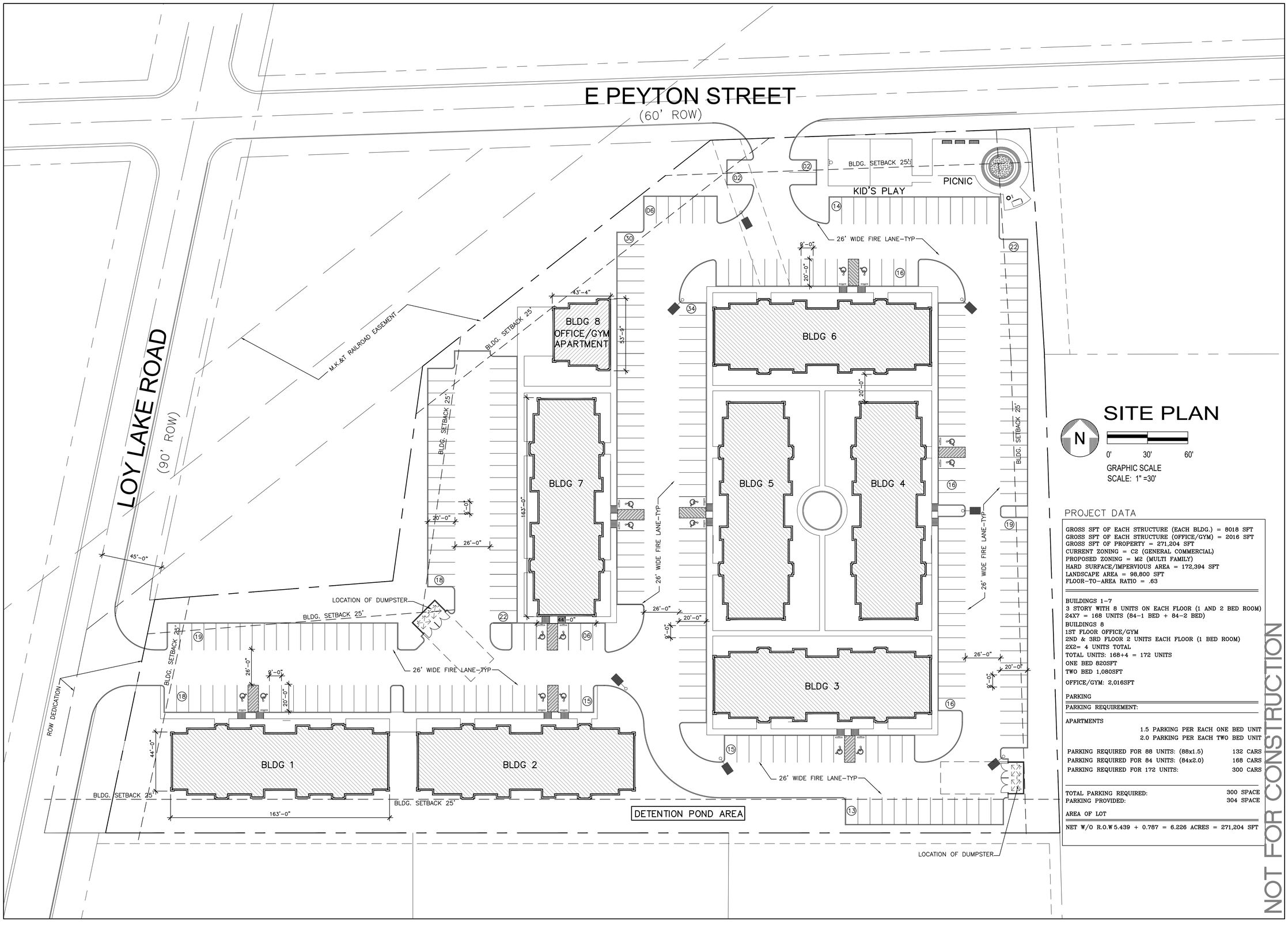
Based on the data presented in this traffic impact analysis, it can be clearly seen that both Loy Lake Rd and E Peyton St are currently operating at traffic volumes significantly less than capacity and the proposed development will have very minimal impacts on the traffic operations of both facilities. With the minor increase in traffic volumes in both the AM and PM Peak hours, the overall operations (LOS) of both facilities along with the intersection of Loy Lake Rd/E Peyton St are expected to remain unchanged for both AM and PM peak hours for the project build-out year. The right turning volumes at both the project driveways are not high enough to justify right turn deceleration lanes.

Firoze Shams, PE, PTOE

11551 Forest Central Drive, Suite 220, Dallas, TX 75243 • Phone (214) 731-4117 • Fax (214) 702-5202
Info@global-civil.com www.global-civil.com

EXHIBIT A
(PROPOSED SITE LAYOUT)

11551 Forest Central Drive, Suite 220, Dallas, TX 75243 • Phone (214) 731-4117 • Fax (214) 702-5202
Info@global-civil.com www.global-civil.com



SITE PLAN

N

0' 30' 60'

GRAPHIC SCALE
SCALE: 1" =30'

PROJECT DATA

GROSS SFT OF EACH STRUCTURE (EACH BLDG.) = 8018 SFT
GROSS SFT OF EACH STRUCTURE (OFFICE/GYM) = 2016 SFT
GROSS SFT OF PROPERTY = 271,204 SFT
CURRENT ZONING = C2 (GENERAL COMMERCIAL)
PROPOSED ZONING = M2 (MULTI FAMILY)
HARD SURFACE/IMPERVIOUS AREA = 172,394 SFT
LANDSCAPE AREA = 98,800 SFT
FLOOR-TO-AREA RATIO = .63

BUILDINGS 1-7
3 STORY WITH 8 UNITS ON EACH FLOOR (1 AND 2 BED ROOM)
24X7 = 168 UNITS (84-1 BED + 84-2 BED)
BUILDINGS 8
1ST FLOOR OFFICE/GYM
2ND & 3RD FLOOR 2 UNITS EACH FLOOR (1 BED ROOM)
2X2= 4 UNITS TOTAL
TOTAL UNITS: 168+4 = 172 UNITS
ONE BED 820SFT
TWO BED 1,080SFT
OFFICE/GYM: 2,016SFT

PARKING

PARKING REQUIREMENT:	
APARTMENTS	
1.5 PARKING PER EACH ONE BED UNIT	
2.0 PARKING PER EACH TWO BED UNIT	
PARKING REQUIRED FOR 88 UNITS: (88x1.5)	132 CARS
PARKING REQUIRED FOR 84 UNITS: (84x2.0)	168 CARS
PARKING REQUIRED FOR 172 UNITS:	300 CARS
TOTAL PARKING REQUIRED:	300 SPACE
PARKING PROVIDED:	304 SPACE

AREA OF LOT

NET W/O R.O.W 5.439 + 0.787 = 6.226 ACRES = 271,204 SFT

NOT FOR CONSTRUCTION

fk + architect, llc
400 chisholm place
suite 310
plano, texas 75075
972-424 1325 (w)
469-258-0322 (c)
fahim2582@aol.com
web: fkarchitect.com

12/20/2022

REGISTERED ARCHITECT M. Fahim Khan 21962 STATE OF TEXAS

SEAL ONLY VALID IF SIGNED AND DATED

Original Date:
SEPTEMBER 30, 2022

Issue Log

ISSUED FOR REVIEW	10/03/2022
ISSUED FOR ZONING CHANGE	11/16/2022

DRAWN BY: CHECKED BY:

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PEYTON VILLAS
APARTMENTS-172 UNITS
AT EAST PEYTON STREET
SHERMAN, TEXAS 75090

Sheet Number:
A100
Project Number:
22-0XX

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 4.**

Meeting Date: 02/06/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6563

Amending Sherrnan's Zoning Ordinance/Code of Ordinances Chapter 14 and Granting a Specific Use Permit to allow Automobile, Motorcycle, Boat or Trailer Sales, New or Used, on a Tract of Land Zoned C-2 (General Commercial) District Located at 2500 Texoma Parkway, Consisting of 5.933 acres in the R. Hendrix Survey, Abstract No. 504, City of Sherman, Grayson County, Texas (John E. Russell, RFJ Auto Properties, LLC, Owner; Jeremy Nelson, Representative; Kirkman Engineering, Engineer; Landprint Landscape Architecture and Urban Design, Landscape Architect; and Barton Chapa Surveying, LLC, Surveyor); Prescribing Conditions to the Specific Use Permit; Providing A Penalty Not to Exceed $2,000.00

Issue:

To consider Automobile Sales, New or Used, on a tract of land zoned C-2 (General Commercial) District located at 2500 Texoma Parkway, consisting of 5.933 acres in the R. Hendrix Survey, Abstract No. 504, City of Sherman, Grayson County, Texas (John E. Russell, RFJ Auto Properties, LLC, Owner; Jeremy Nelson, Representative; Kirkman Engineering, Engineer; Landprint Landscape Architecture and Urban Design, Landscape Architect; and Barton Chapa Surveying, LLC, Surveyor)

Background:

The property is located at 2500 Texoma Parkway at the Southwest corner of Highway 82 and Texoma Parkway and is zoned C-2 (General Commercial) District.

The owner is requesting the following:

- Specific Use Permit to allow Automobile Sales, new or used in a C-2 (General Commercial) District as well as a Site Plan for Texoma Hyundai.

The following has been approved for this location:

- June 11, 1974 - Zone Change from a R-1 (Single Family Residential) to a C-2 (General Commercial) District
- November 11, 2003 - Variance to allow an additional freestanding sign per lot in R-1
- November 11, 2003 - Specific Use Permit for Auto Dealership in C-2 & O-1, Ordinance 5188
- December 15, 2020 - Exception to allow an existing metal building for an automobile restoration center in lieu of the required masonry in a C-2 (General Commercial) District/O-1 (75 & 82)

Overlay District.

- December 15, 2020 - Specific Use Permit to allow an automobile restoration center with paint booth in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District.
- January 10, 2023 - Variance to allow at 10.5' side setback in lieu of the required 15' and a 4.4' rear setback in lieu of the required 25'
- January 10, 2023 - Variance to allow 9.77% of open landscaped area in lieu of the required 10% and 21% of the required landscaped islands in lieu of the required 40%.

Origination:

John E. Russell, RFJ Auto Properties, LLC (Owner)
Jeremy Nelson (Representative)
Kirkman Engineering (Engineer)
Landprint Landscape Architecture and Urban Design (Landscape Architect)
Barton Chapa Surveying, LLC (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the January 10, 2023 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.**The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6563
Exhibit A - Preliminary Plat
Exhibit B - Site Plan
Exhibit C - Landscape Plan
Location Map
Zoning Map
Zoning Sign Photo
Future Land Use Map
Narrative
Elevations
Staff Review Letter
P & Z Communication

ORDINANCE NO. 6563

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14 AND GRANTING A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE, MOTORCYCLE, BOAT OR TRAILER SALES, NEW OR USED, ON A TRACT OF LAND ZONED C-2 (GENERAL COMMERCIAL) DISTRICT LOCATED AT 2500 TEXOMA PARKWAY, CONSISTING OF 5.933 ACRES IN THE R. HENDRIX SURVEY, ABSTRACT NO. 504, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (JOHN E. RUSSELL, RFJ AUTO PROPERTIES, LLC, OWNER; JEREMY NELSON, REPRESENTATIVE; KIRKMAN ENGINEERING, ENGINEER; LANDPRINT LANDSCAPE ARCHITECTURE AND URBAN DESIGN, LANDSCAPE ARCHITECT; AND BARTON CHAPA SURVEYING, LLC, SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

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

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 2500 Texoma Parkway consisting of 5.933 acres in the R. Hendrix Survey, Abstract No. 504, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to allow Automobile, Motorcycle, Boat or Trailer Sales, New or Used, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property described as **Exhibit A – the "property"**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280 and the regulations applicable to the C-2 (General commercial) District. (*Chapter 14, Sec. 14.02.017).*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267). *(Code of Ordinances Chapter 3.02(c))*
3. Off-street parking shall be prohibited from encroaching into the public right-of-way in any case. *(Chapter 14, Sec. 14.04.003(2)(a))*
4. Parking shall be provided for one space per 500 square feet of sales floor area. Required parking spaces shall be a minimum of 9' wide and 20' long. (*Chapter 14, Sec. 14.04.003(5)(a) and Sec. 14.04.003(c)(1)).*
5. Freight docks, service bays, loading docks, truck berths and heavy storage areas shall be screened from all abutting uses, except when the abutting use is determined to be of equal or greater intensity. The aforementioned areas shall be screened from all thoroughfares. *(Chapter 14, Sec. 14.02.017(4)(h))*
6. All non-conforming signs and/or billboards must be removed.
7. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
8. The property must be properly maintained in a state of good repair and neat appearance.
9. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
10. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009 (1)(a)(3))*
11. The approval of the Site Plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.
12. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering – Site Plan

13. Platting of the property is required. *Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004*
14. 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*
15. Encroachment Agreement approved by City Council required for existing buildings over Wastewater main prior to building permit being issued.
16. Encroachment Agreement approved by City Council required for proposed displays within

to be platted Utility Easement prior to building permit being issued.

17. 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.*

Additional Conditions:

18. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**
19. The property shall be developed and used in accordance with the Landscape Plan show in **Exhibit C.**
20. This Specific Use Permit shall allow only Automobile Sales, New or Used, on the property. Motorcycle, Boat or Trailer Sales, New or Used, are not allowed on the property under this Specific Use Permit.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. 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 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 7. That the 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 8. 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 9. 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 10. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

INTRODUCED on this the 6th day of February 2023.

ADOPTED on this the 6th day of February 2023.

EFFECTIVE DATE on this the 6th day of February 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

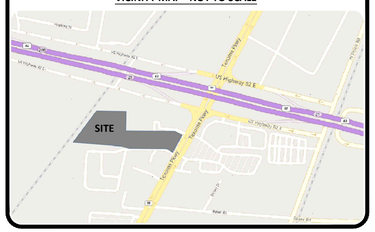
BY: _____
LINDA ASHBY, CITY CLERK

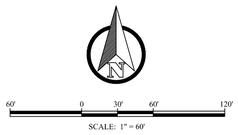
APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

VICINITY MAP - NOT TO SCALE





LEGEND OF ABBREVIATIONS

•	D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
•	P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS
•	O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS
•	DOC.#	DOCUMENT NUMBER
•	C.M.	CONTROLLING MONUMENT
•	SQ. FT.	SQUARE FEET
•	ROW	RIGHT OF WAY
•	CRS	CAPPED REBAR SET

SURVEYOR'S NOTES:

1. Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83), distances are surface with a combined scale factor of 1.00012.
2. This property lies within Zone "X" of the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, map no. 48181C0290G, with an effective date of September 1, 2022, via scaled map location and graphic plotting.
3. Monuments are found unless specifically designated as set.
4. Elevations (if shown) are North American Vertical Datum of 1988 (NAVD '88), same being the vertical datum of the Geodetic Control published by the City of Sherman, Texas.
5. Improvements shown hereon are existing unless otherwise noted.

PLAT NOTE:

1. Preliminary Plat, for Inspection Purposes Only. In No Way Official or Approved for Record Purposes.

PROPERTY DESCRIPTION

BEING a tract situated in the R. Hendrix survey, abstract number 504, Grayson County, Texas, being the same tract described in the deed to RFJ Auto Properties, LLC, recorded in Volume 5491, Page 87, Deed Records, Grayson County, Texas, the subject tract being more particularly described as follows (Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (NAD '83)):

BEGINNING at a 1/2 inch rebar with cap stamped "SARTIN" found at the northwest corner of said RFJ tract, lying on the southeast right-of-way of the MKT Railway Company;

THENCE with the north line of said RFJ tract, the following calls:

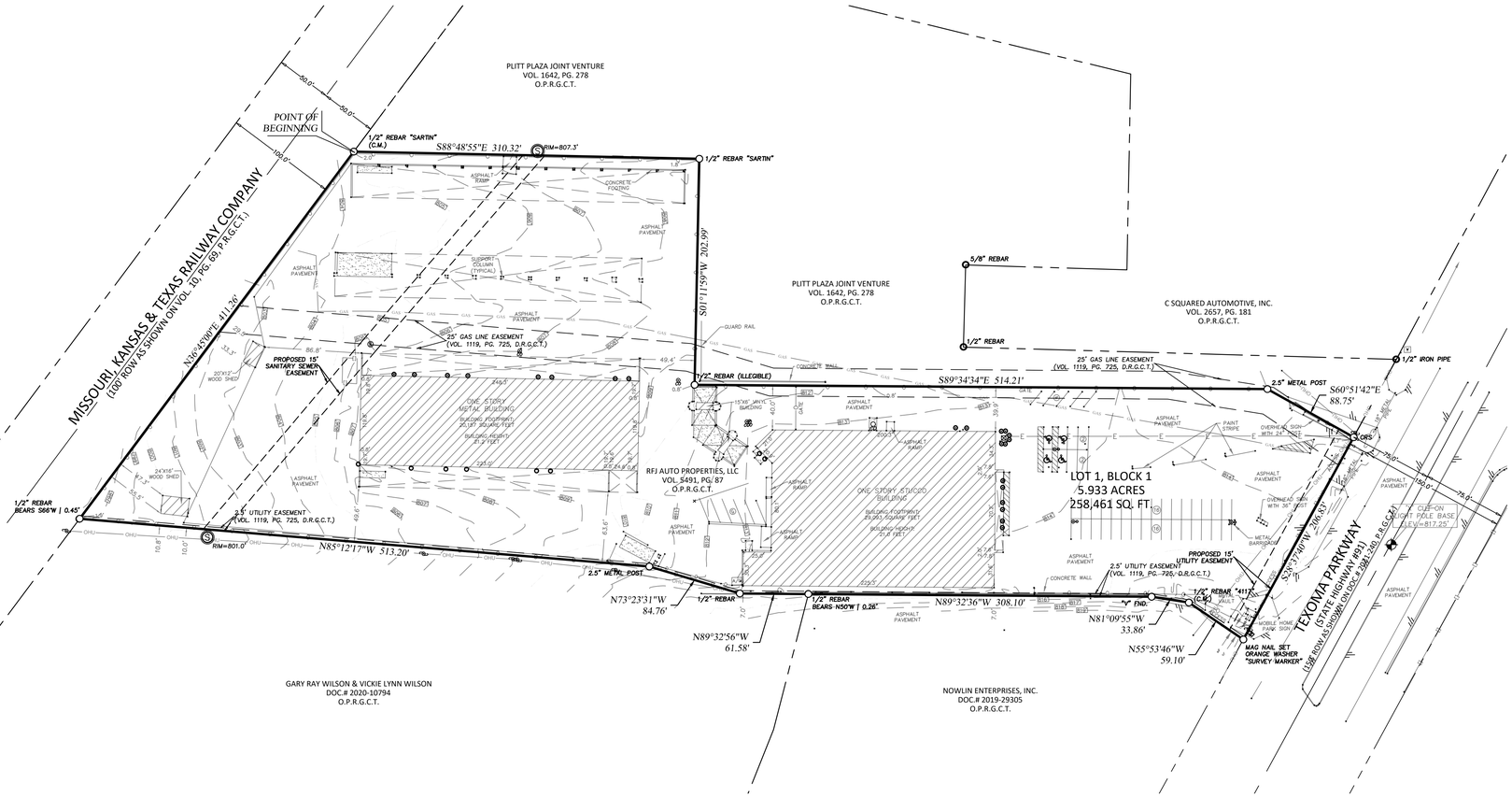
1. SOUTH 88 degrees 48 minutes 55 seconds EAST, a distance of 310.32 feet to a 1/2 inch rebar with cap stamped "SARTIN" found;
2. SOUTH 01 degree 11 minutes 59 seconds WEST, a distance of 202.99 feet to a 1/2 inch rebar with illegible cap found;
3. SOUTH 89 degrees 34 minutes 34 seconds EAST, a distance of 514.21 feet to a 2-1/2 inch metal post found;
4. SOUTH 60 degrees 51 minutes 42 seconds EAST, a distance of 88.75 feet to a 1/2 inch rebar with cap stamped "BARTON CHAPA" set ("capped rebar set") on the northwest right-of-way of Texoma Parkway (also known as "State Highway #91");

THENCE with the northwest right-of-way of said Texoma Parkway, SOUTH 28 degrees 37 minutes 40 seconds WEST, a distance of 206.83 feet to a Mag nail with orange washer set;

THENCE with the south line of said RFJ tract, the following calls:

1. NORTH 55 degrees 53 minutes 46 seconds WEST, a distance of 59.10 feet to a 1/2 inch rebar with cap stamped "4117" found;
2. NORTH 81 degrees 09 minutes 55 seconds WEST, a distance of 33.86 feet to a "V" cut found;
3. NORTH 89 degrees 32 minutes 36 seconds WEST, a distance of 308.10 feet to a point from which a 1/2 inch rebar found bears NORTH 50 degrees WEST, 0.26 feet;
4. NORTH 89 degrees 32 minutes 56 seconds WEST, a distance of 61.58 feet to a 1/2 inch rebar found;
5. NORTH 73 degrees 23 minutes 31 seconds WEST, a distance of 84.76 feet to a 2-1/2 inch metal post found;
6. NORTH 85 degrees 12 minutes 17 seconds WEST, a distance of 513.20 feet to the southeast right-of-way of said railway, from which a 1/2 inch rebar found bears SOUTH 66 degrees WEST, 0.45 feet;

THENCE with the southeast right-of-way of said railway, NORTH 36 degrees 45 minutes 00 seconds EAST, a distance of 411.26 feet, returning to the **POINT OF BEGINNING** and enclosing 5.933 acres (258,461 square feet) of land, more or less.



CHAIRMAN, CITY OF SHERMAN
PLANNING AND ZONING COMMISSION

DATE

ENGINEER/PREPARER

kirkman ENGINEERING

5200 State Highway 121
Colleyville, TX 76034
Phone: 817-488-4960

SURVEYOR

BARTON CHAPA SURVEYING, LLC
5200 State Highway 121
Colleyville, TX 76034
Phone: 817-864-1957
info@bcsdfw.com
TBPLS Firm #10194474

OWNER

RFJ AUTO PROPERTIES, LLC
401 WILLOWCREST
ROCKWALL, TX 75032

JOB NO.	2022.001.291
DRAWN:	BCS
CHECKED:	JHB

TABLE OF REVISIONS	
DATE	SUMMARY

TEXOMA HYUNDAI

SHERMAN, TEXAS

SHEET:

VO1

PRELIMINARY PLAT
LOT 1, BLOCK 1
TEXOMA HYUNDAI ADDITION

A TRACT SITUATED IN THE
R. HENDRIX SURVEY, ABSTRACT #504
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
PREPARED DECEMBER, 2022

SURVEY PREPARED BY: BARTON CHAPA SURVEYING, LLC
5200 STATE HIGHWAY 121 COLLEYVILLE, TX 76034 (817) 864-1957

Z:\Project Data\Survey\001 - Kirkman Engineering\2022\291 - Texoma Hyundai\Drawings

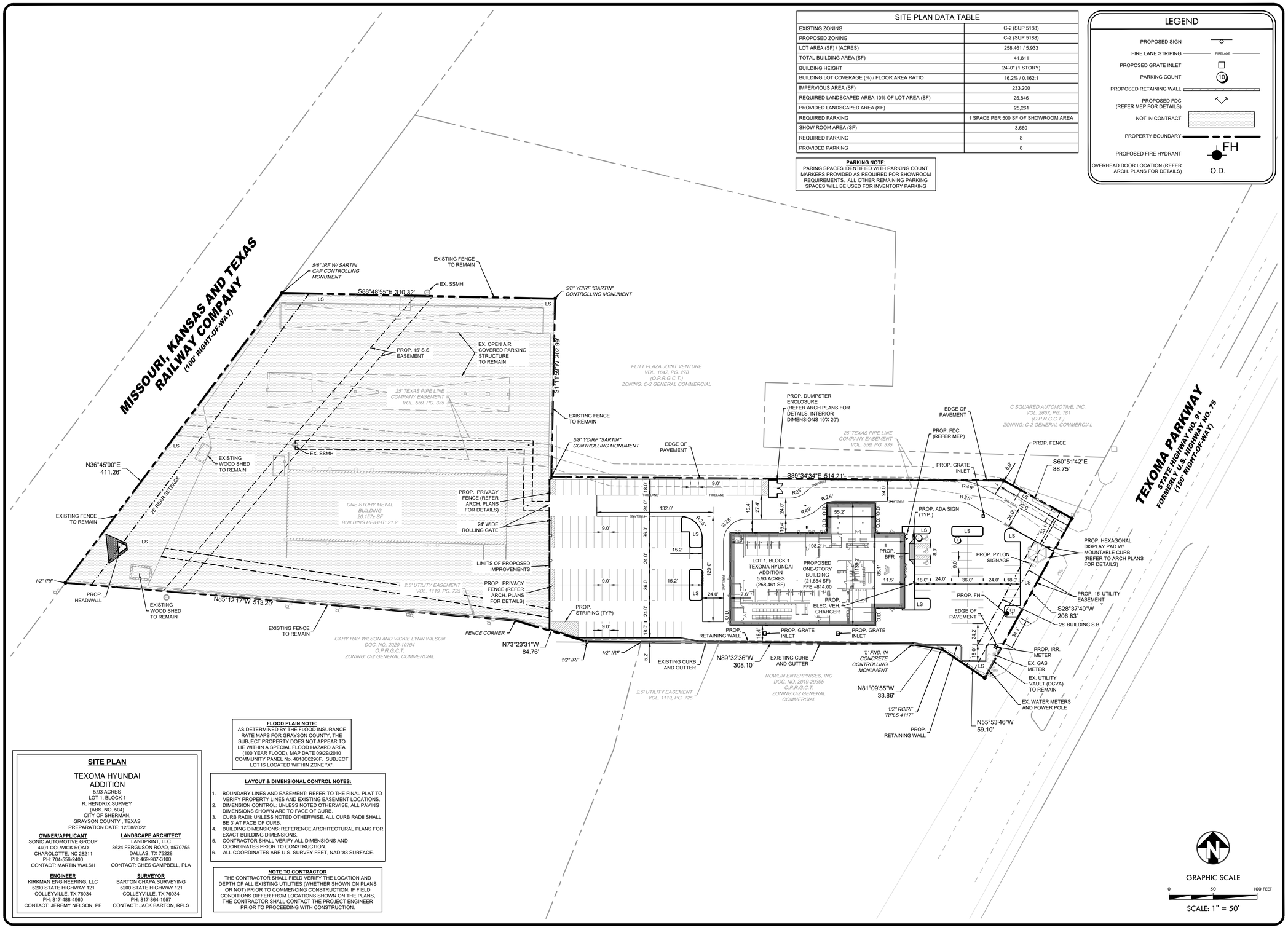
EXHIBIT B

SITE PLAN DATA TABLE	
EXISTING ZONING	C-2 (SUP 5188)
PROPOSED ZONING	C-2 (SUP 5188)
LOT AREA (SF) / (ACRES)	258,461 / 5.933
TOTAL BUILDING AREA (SF)	41,811
BUILDING HEIGHT	24'-0" (1 STORY)
BUILDING LOT COVERAGE (%) / FLOOR AREA RATIO	16.2% / 0.162:1
IMPERVIOUS AREA (SF)	233,200
REQUIRED LANDSCAPED AREA 10% OF LOT AREA (SF)	25,846
PROVIDED LANDSCAPED AREA (SF)	25,261
REQUIRED PARKING	1 SPACE PER 500 SF OF SHOWROOM AREA
SHOW ROOM AREA (SF)	3,660
REQUIRED PARKING	8
PROVIDED PARKING	8

PARKING NOTE:
PARING SPACES IDENTIFIED WITH PARKING COUNT MARKERS PROVIDED AS REQUIRED FOR SHOWROOM REQUIREMENTS. ALL OTHER REMAINING PARKING SPACES WILL BE USED FOR INVENTORY PARKING

LEGEND

- PROPOSED SIGN
- FIRE LANE STRIPING (FIRELANE)
- PROPOSED GRATE INLET
- PARKING COUNT (10)
- PROPOSED RETAINING WALL
- PROPOSED FDC (REFER MEP FOR DETAILS)
- NOT IN CONTRACT
- PROPERTY BOUNDARY
- PROPOSED FIRE HYDRANT (FH)
- OVERHEAD DOOR LOCATION (REFER ARCH. PLANS FOR DETAILS) (O.D.)



GRAPHIC SCALE
0 50 100 FEET
SCALE: 1" = 50'

FLOOD PLAIN NOTE:
AS DETERMINED BY THE FLOOD INSURANCE RATE MAPS FOR GRAYSON COUNTY, THE SUBJECT PROPERTY DOES NOT APPEAR TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA (100 YEAR FLOOD), MAP DATE 09/29/2010 COMMUNITY PANEL No. 48181C0290F. SUBJECT LOT IS LOCATED WITHIN ZONE "X".

LAYOUT & DIMENSIONAL CONTROL NOTES:

1. BOUNDARY LINES AND EASEMENT: REFER TO THE FINAL PLAT TO VERIFY PROPERTY LINES AND EXISTING EASEMENT LOCATIONS.
2. DIMENSION CONTROL: UNLESS NOTED OTHERWISE, ALL PAVING DIMENSIONS SHOWN ARE TO FACE OF CURB.
3. CURB RADII: UNLESS NOTED OTHERWISE, ALL CURB RADII SHALL BE 3' AT FACE OF CURB.
4. BUILDING DIMENSIONS: REFERENCE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
5. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND COORDINATES PRIOR TO CONSTRUCTION.
6. ALL COORDINATES ARE U.S. SURVEY FEET, NAD '83 SURFACE.

NOTE TO CONTRACTOR
THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES (WHETHER SHOWN ON PLANS OR NOT) PRIOR TO COMMENCING CONSTRUCTION. IF FIELD CONDITIONS DIFFER FROM LOCATIONS SHOWN ON THE PLANS, THE CONTRACTOR SHALL CONTACT THE PROJECT ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.

SITE PLAN

TEXOMA HYUNDAI ADDITION
5.93 ACRES
LOT 1, BLOCK 1
R. HENDRIX SURVEY
(ABS. NO. 504)
CITY OF SHERMAN,
GRAYSON COUNTY , TEXAS
PREPARATION DATE: 12/08/2022

OWNER/APPLICANT
SONIC AUTOMOTIVE GROUP
4401 COLWICK ROAD
CHAROLOTTE, NC 28211
PH: 704-556-2400
CONTACT: MARTIN WALSH

LANDSCAPE ARCHITECT
LANDPRINT, LLC
8624 FERGUSON ROAD, #570755
DALLAS, TX 75228
PH: 469-987-3100
CONTACT: CHES CAMPBELL, PLA

ENGINEER
KIRKMAN ENGINEERING, LLC
5200 STATE HIGHWAY 121
COLLEYVILLE, TX 76034
PH: 817-488-4960
CONTACT: JEREMY NELSON, PE

SURVEYOR
BARTON CHAPA SURVEYING
5200 STATE HIGHWAY 121
COLLEYVILLE, TX 76034
PH: 817-864-1957
CONTACT: JACK BARTON, RPLS

FILE PATH: K:\Jobs\SAG22002_Texoma Hyundai\Drawings\03 - Production\K:\Jobs\SAG22002_Texoma Hyundai\Drawings\03 - Production\C3.0 SITE PLAN_SAG22002

FILENAME: C3.0 SITE PLAN_SAG22002.dwg
PLOTTED BY: JEREMY NELSON
PLOTTED ON: 12/20/2022

PRELIMINARY FOR REVIEW ONLY
THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND NOT INTENDED FOR THE PURPOSES OF CONSTRUCTION, BIDDING OR PERMIT. THEY WERE PREPARED BY, OR UNDER THE SUPERVISION OF:
JEREMY B. NELSON
P.E.# 138740
DATE: December 20, 2022

Sonic Automotive

4401 COLWICK ROAD
CHARLOTTE, NC 28211
704-556-2400

TEXOMA HYUNDAI

LOT 1, BLOCK 1,
TEXOMA HYUNDAI ADDITION
R. HENDRIX SURVEY
ABS. NO. 504
(5.933 AC)
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

REV:	DATE:	DESCRIPTION:

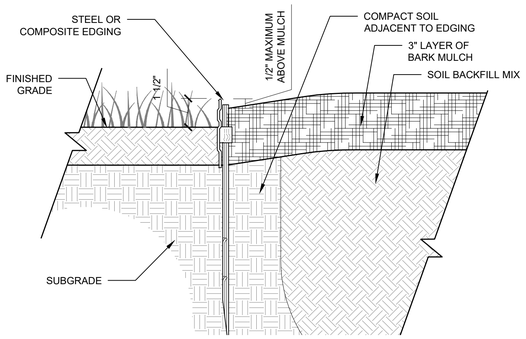
kirkman ENGINEERING
KIRKMAN ENGINEERING, LLC
5200 STATE HIGHWAY 121
COLLEYVILLE, TX 76034
TEXAS FIRM NO. 15874

JOB NUMBER: SAG22002
ISSUE DATE: 12/20/2022

SITE PLAN

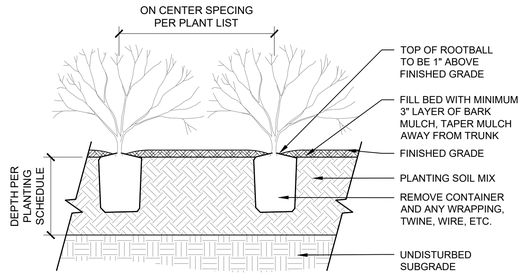
SHEET:
C3.0

EXHIBIT C



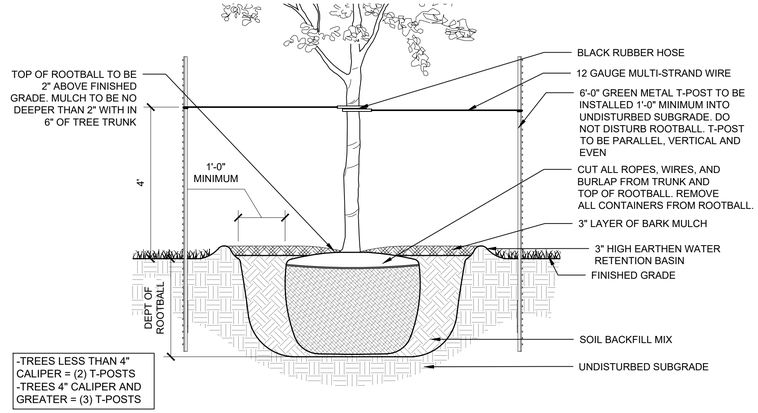
4 STEEL EDGE

SECTION SCALE: 3"=1'-0"



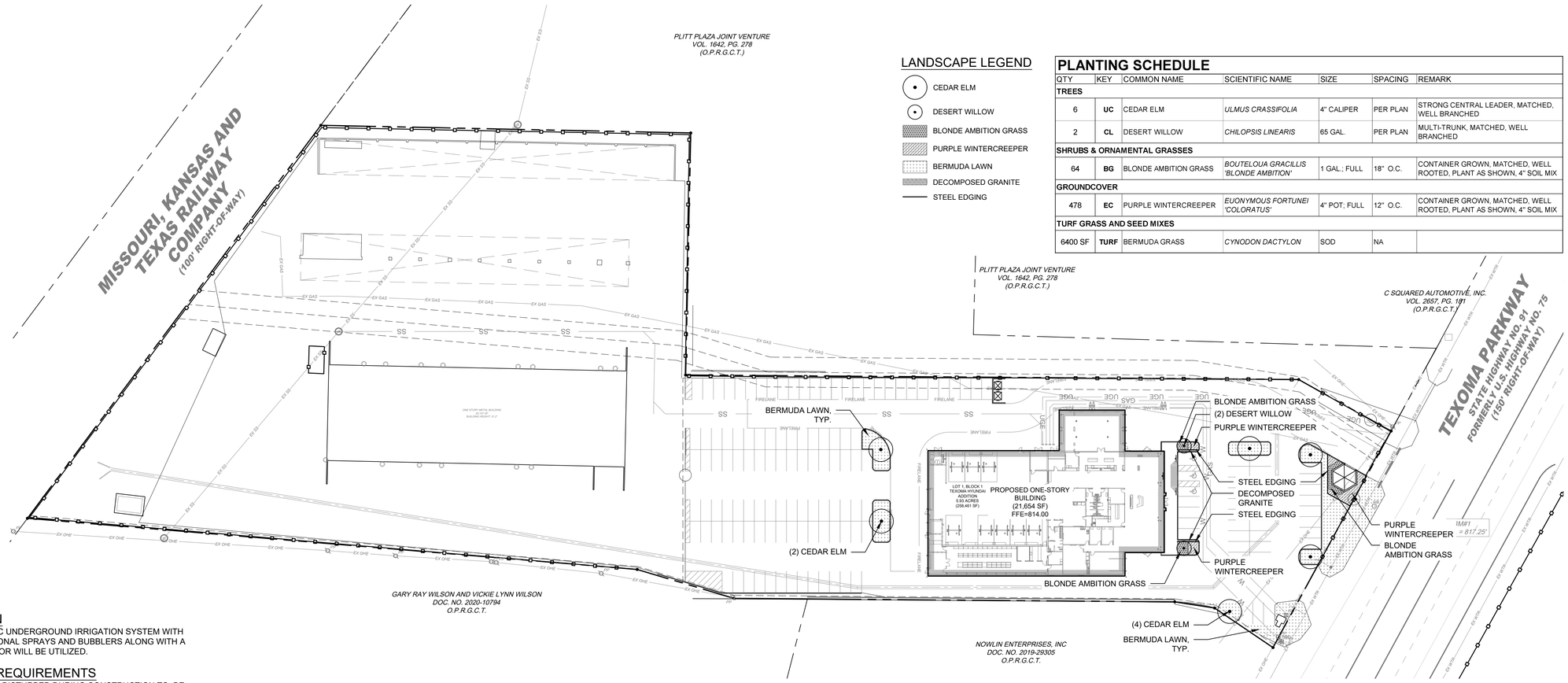
3 SHRUB PLANTING

SECTION SCALE: 3/8"=1'-0"



2 TREE PLANTING

SECTION SCALE: 1/2"=1'-0"



LANDSCAPE LEGEND

- CEDAR ELM
- DESERT WILLOW
- BLONDE AMBITION GRASS
- PURPLE WINTERCREEPER
- BERMUDA LAWN
- DECOMPOSED GRANITE
- STEEL EDGING

PLANTING SCHEDULE

QTY	KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING	REMARK
TREES						
6	**UC**	CEDAR ELM	*ULMUS CRASSIFOLIA*	4" CALIPER	PER PLAN	STRONG CENTRAL LEADER, MATCHED, WELL BRANCHED
2	**CL**	DESERT WILLOW	*CHILOPSIS LINEARIS*	65 GAL.	PER PLAN	MULTI-TRUNK, MATCHED, WELL BRANCHED
SHRUBS & ORNAMENTAL GRASSES						
64	**BG**	BLONDE AMBITION GRASS	*BOUTELOUA GRACILLIS 'BLONDE AMBITION'*	1 GAL.; FULL	18" O.C.	CONTAINER GROWN, MATCHED, WELL ROOTED, PLANT AS SHOWN, 4" SOIL MIX
GROUNDCOVER						
478	**EC**	PURPLE WINTERCREEPER	*EUONYMOUS FORTUNEI 'COLORATUS'*	4" POT; FULL	12" O.C.	CONTAINER GROWN, MATCHED, WELL ROOTED, PLANT AS SHOWN, 4" SOIL MIX
TURF GRASS AND SEED MIXES						
6400 SF	**TURF**	BERMUDA GRASS	*CYNODON DACTYLON*	SOD	NA	

IRRIGATION

1. AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH CONVENTIONAL SPRAYS AND BUBBLERS ALONG WITH A RAIN SENSOR WILL BE UTILIZED.

PLANTING REQUIREMENTS

1. ALL AREAS DISTURBED DURING CONSTRUCTION TO BE RE-ESTABLISHED AS NOTED ON PLANS. CEREAL RYEGRASS TO BE USED AS OVERSEED IF INSTALLING BETWEEN NOVEMBER AND FEBRUARY.

1 LANDSCAPE PLAN

PLAN SCALE: 1"=50' NORTH

0' 25' 50' 100'

Landprint.

Landscape Architecture & Urban Design

8624 Ferguson Road, #570755
Dallas, Texas 75228
469.987.3100 www.landprint.la

Project

TEXOMA HYUNDAI

Sherman, TX

Kirkman Engineering

Project Number KMEn_004

Drawn By CC

Checked By CC, XY

Issue Date 12-12-2022

Revisions

Sheet Title

LANDSCAPE PLAN, PLANT LIST & DETAILS

Sheet Number

L1.1.01

dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

12/15/2022

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

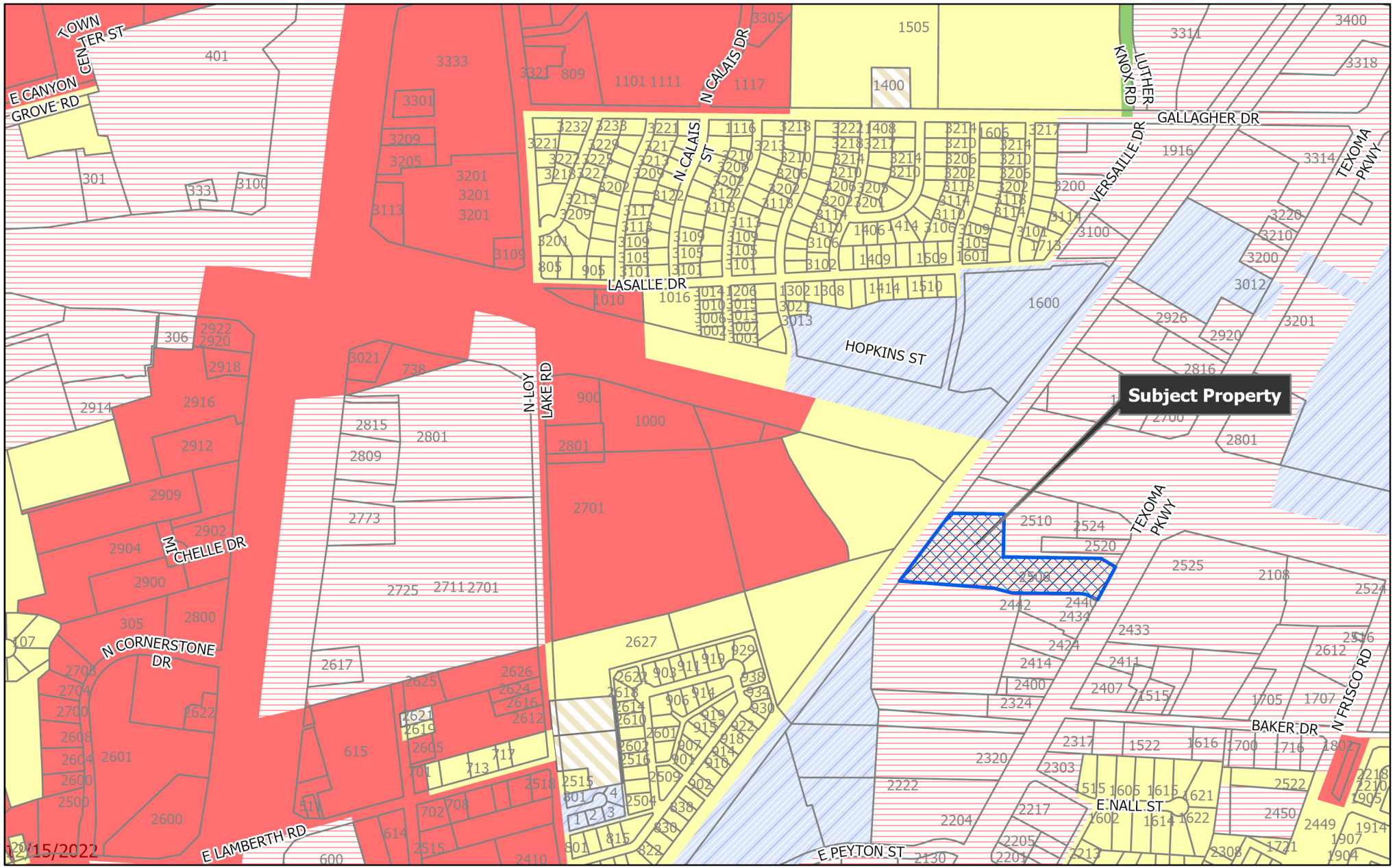
CITY OF SHERMAN

2500 Texoma Parkway

N
W E
S

Date: 12/15/2022 4:21 PM

Scale: 1:8,272



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12/15/2022

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- 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 Distgrict
- 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
- Subject Locations
- Parcels
- City Limits

CITY OF SHERMAN
Zoning Location Map

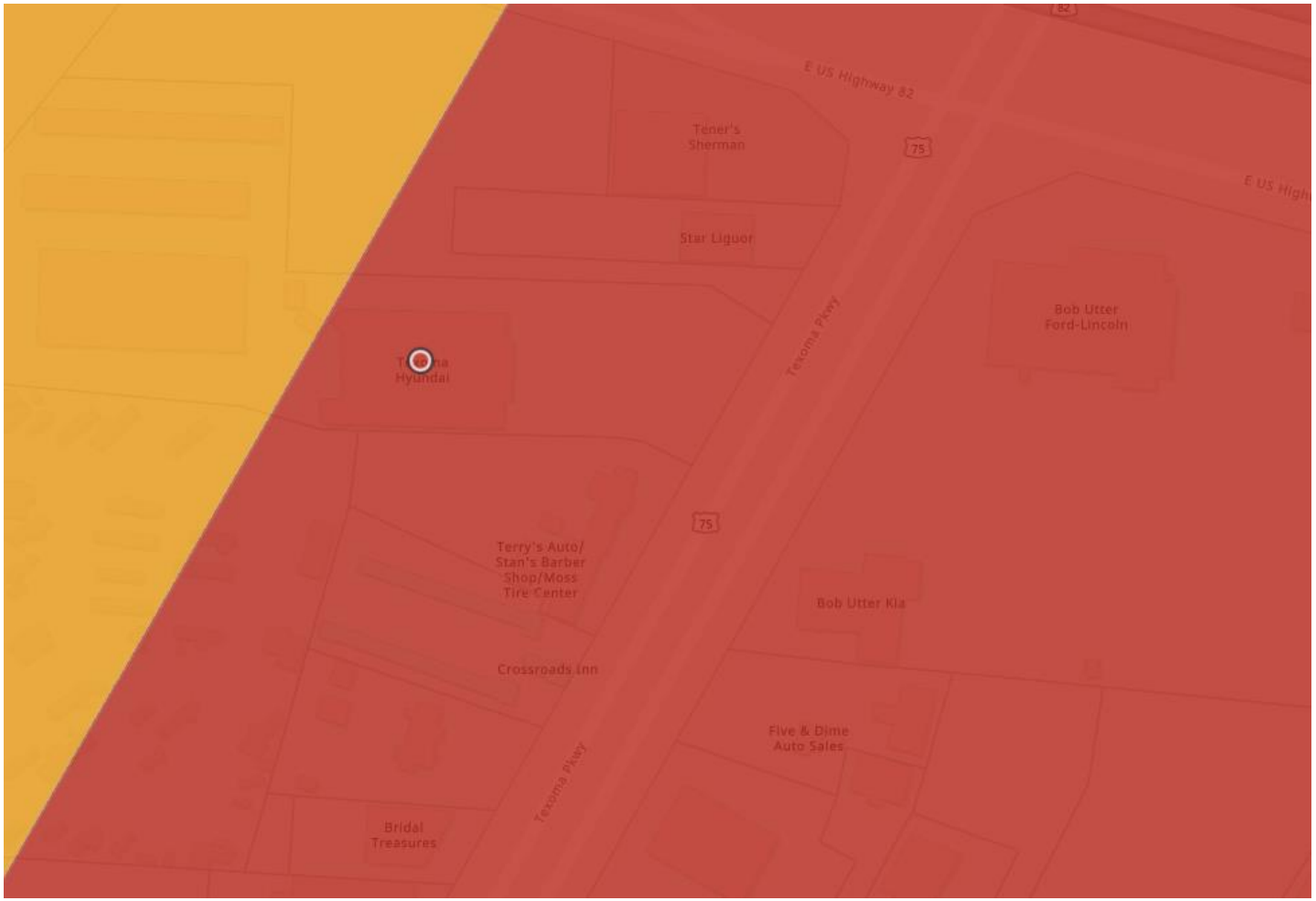
2500 Texoma Parkway

N W E S

Scale: 1:8,320

Date: 12/15/2022 4:21 PM

2500 TEXOMA PARKWAY



CITY OF SHERMAN
FUTURE LAND USE MAP
2500 TEXOMA PARKWAY

- AGRICULTURE/RURAL
- COMMUNITY COMMERCIAL
- CORE NEIGHBORHOOD
- DOWNTOWN
- PARKS
- REGIONAL COMMERCIAL
- SUBURBAN NEIGHBORHOOD
- TECHNOLOGY HUB
- FLOODPLAIN & OPEN SPACE
- NTRA ZONING
- AIRPORT

REGIONAL COMMERCIAL

Intent & Character

The Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Appropriate Land Use Types

- Retail and Restaurants
- Multi-Family Living
- Office Complex
- Medical
- Mixed Use
- Indoor Entertainment

Compatible Zoning Districts

- Retail Business
- General Commercial
- Office
- Multi-Family Residential (MF-15 and MF-30)
- Planned Development (for larger tracts)

Considerations

- Site design considerations should be given to parking, landscaping, and building articulation.
- Where possible, parking should be screened from view or well-landscaped with native, drought-tolerant plants.
- All buildings facades fronting a public street or within significant public view should have aesthetically-pleasing horizontal and vertical articulation.
- Signage should be multi-tenant, where possible, and should match the character of the primary structure.
- High density residential should be included in mixed use developments.
- High density residential is appropriate behind commercial areas, with inter-connectivity.
- If high density is stand alone, the surrounding uses and connectivity should be considered to avoid an "island."

Kirkman Engineering
5200 State Highway 121
Colleyville, TX 76034

Mr. Rob Rae, AICP
Director of Development Services
City of Sherman
220 West Mulberry Street
Sherman, TX 75091

December 15, 2022

RE: Texoma Hyundai Project Narrative & Variance Request:

Dear Mr. Rae,

The proposed project will consist of the demolition of an existing building and associated site elements, and the construction of a state-of-the-art automotive Hyundai dealership for sales and service of new and preowned vehicles. The overall square footage of the new building is approximately 22,056 square feet. The building consists of three main areas: a new car sales show room of approximately 2,810 square feet, an area comprised of business offices and support areas for dealership employees and customer focus spaces equal to 8,739 square feet, and a service area for vehicle repairs that is approximately 10,507 square feet. This project will also include repair and replacement of any associated site elements necessary to serve the new building and fresh landscaping.

List of Variances:

1. The existing structure at the northwest corner of the site encroaches into the 25' rear yard setback. A variance requested for the existing structure to remain.
2. The City's landscape requirement of 10% of the site area to be landscaped with 40% of the provided landscaping to be in parking islands cannot be met. The total site area is 5.93 acres. However, only 2.4 acres +/- are included in the area of redevelopment. The total landscape required for the site is 25,846 sf and the total landscape provided is 25,261 sf with 5,386 sf (21%) being in parking islands. A variance is requested to allow the development to be completed as shown on the site plan and landscape plan.

Please let this letter serve at the project narrative and variance request for the above referenced project. If there are any questions or additional information needed, please contact me at the number listed below.

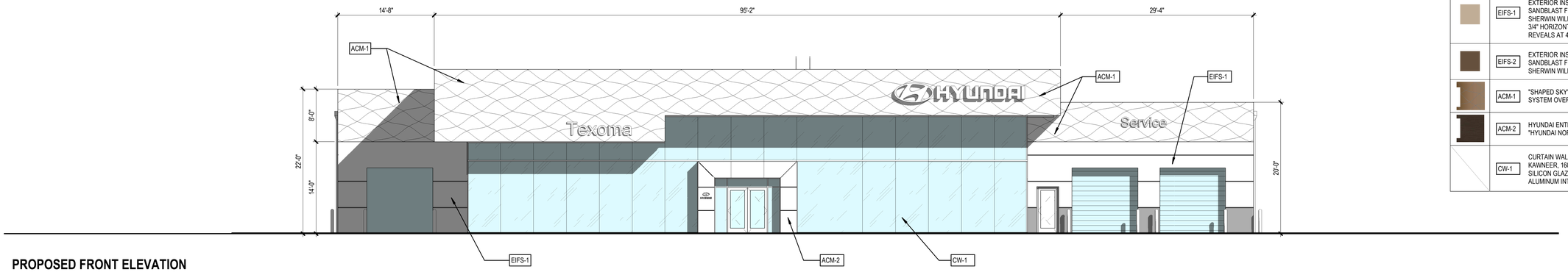
Thank you,

Jeremy B. Nelson, PE

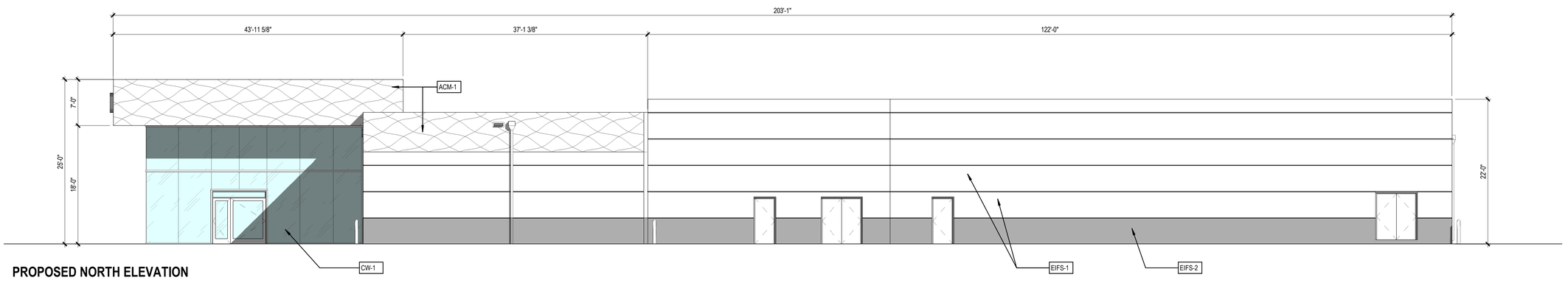
Jeremy Nelson, P.E.

Autodesk Docs://78610068 - Sonic Texoma Hyundai/78610068 - Sonic Texoma Hyundai - ARCH.rvt

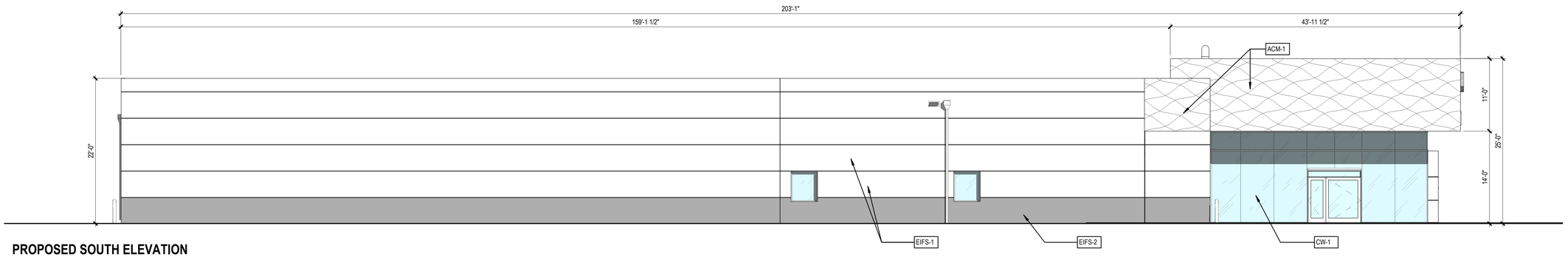
EXTERIOR FINISHES LEGEND		
	EIFS-1	EXTERIOR INSULATION FINISH SYSTEM, SANDBLAST FINISH, COLOR TO MATCH SHERWIN WILLIAMS 9111 "ANTLER VELVET" 3/4" HORIZONTAL V-GROOVE TYPE REVEALS AT 4'-0"
	EIFS-2	EXTERIOR INSULATION FINISH SYSTEM, SANDBLAST FINISH, COLOR TO MATCH SHERWIN WILLIAMS 6104 "KAFFEE"
	ACM-1	"SHAPED SKY" ACM PANEL RAIN SCREEN SYSTEM OVER BLACK ACM PANEL BASE
	ACM-2	HYUNDAI ENTRY ELEMENT ACM PANEL "HYUNDAI NORTH AMERICA BRONZE"
	CW-1	CURTAIN WALL GLAZING SYSTEM KAWNEER, 1600 SS 7 1/2" STRUCTURAL SILICON GLAZED WITH ANODIZED ALUMINUM INTERIOR MULLIONS



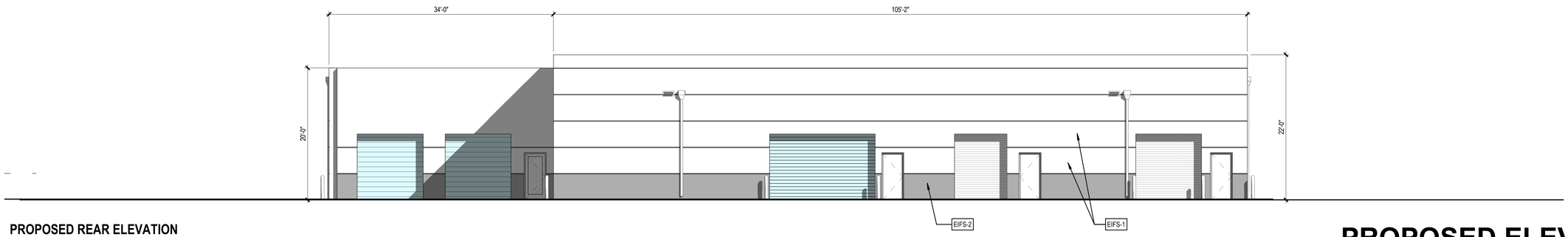
PROPOSED FRONT ELEVATION



PROPOSED NORTH ELEVATION



PROPOSED SOUTH ELEVATION



PROPOSED REAR ELEVATION

PROPOSED ELEVATIONS

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

January 3, 2023

RFJ Auto Properties, LLC
John E. Russ III
4401 Colwick Road
Charlotte, NC 28211

Sonic Automotive Group
4401 Colwick Road
Charlotte, NC 28211

Barton Chapa Surveying, LLC
5200 State Highway 121
Colleyville, TX 76034

Kirkman Engineering, LLC
Jeremy Nelson
5200 State Highway 121
Colleyville, TX 76034

Landprint Landscape Architecture
8624 Ferguson Road
Dallas, TX 75228

Dear Applicants,

The requests for a Public Hearing and Variance under Section 14.02.017 to allow a 10.5' side setback in lieu of the required 15' and a 4.4' rear setback in lieu of the required 25' for an existing structure in a C-2 (General Commercial) District; Public Hearing and Variance under Section 14.04.006(2)(a) to allow 9.77% of open landscaped area in a parking lot in lieu of the required 10% and 21% of the required landscaped area to be used as islands in lieu of the required 40% in a C-2 (General Commercial) District; Public Hearing and Specific Use Permit under Section 14.06.009 to allow Automobile Sales, new or used, in a C-2 (General Commercial) District; and Site Plan for Texoma Hyundai located at 2500 Texoma Parkway have been scheduled to be heard by the Planning and Zoning Commission on Tuesday, January 10, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280 and the regulations applicable to the C-2 (General commercial) District. (*Chapter 14, Sec. 14.02.017).*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267). *(Code of Ordinances Chapter 3.02(c))*
3. Off-street parking shall be prohibited from encroaching into the public right-of-way in any case. *(Chapter 14, Sec. 14.04.003(2)(a))*
4. Parking shall be provided for one space per 500 square feet of sales floor area. Required parking spaces shall be a minimum of 9' wide and 20' long. (*Chapter 14, Sec. 14.04.003(5)(a) and Sec. 14.04.003(c)(1)).*

5. Freight docks, service bays, loading docks, truck berths and heavy storage areas shall be screened from all abutting uses, except when the abutting use is determined to be of equal or greater intensity. The aforementioned areas shall be screened from all thoroughfares. *(Chapter 14, Sec. 14.02.017(4)(h))*
6. All non-conforming signs and/or billboards must be removed.
7. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
8. The property must be properly maintained in a state of good repair and neat appearance.
9. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
10. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009 (1)(a)(3))*
11. The approval of the Site Plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.
12. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering – Site Plan

13. Platting of the property is required. *Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004*
14. 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*
15. Encroachment Agreement approved by City Council required for existing buildings over Wastewater main prior to building permit being issued.
16. Encroachment Agreement approved by City Council required for proposed displays within to be platted Utility Easement prior to building permit being issued.
17. 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.*

Engineering – Preliminary Plat

18. Plat layout does not meet City standard. Coordinate with Engineering Department for example of required plat layout prior to submitting Final Plat. Code of Ordinances Chapter 10.05, Section 6
19. Encroachment Agreement approved by City Council required for existing buildings over Wastewater main. Instrument information for Encroachment Agreement to be shown on Plat.
20. Encroachment Agreement approved by City Council required for proposed displays within to be platted Utility Easement. Instrument information for Encroachment Agreement to be shown on Plat.
21. Gas line lies outside of filed Gas Line Easement filed in Vol. 1119, Pg. 725, DRGCT. Engineering Department to be provided with filed Easement from Gas Company which properly centers over existing gas pipeline. Said Easement to be shown on plat. Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)
22. All Staff Review Letter items on Preliminary Plat shall be addressed prior to submitting Final Plat to Planning & Zoning Commission. Code of Ordinances Chapter 10.05, Section 6(A)(1)

It is the policy of this Planning and Zoning Commission and the Board of Adjustment 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
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 18.

Meeting Date: 01/10/2023

Prepared by: Lauren Marlow, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman	
David Downtain, Vice Chairman	Paul Manley, Commissioner
Shawn Davis, Commissioner	Glenn Whitaker, Commissioner
Leigh Ann Sims, Commissioner	Bryan Blagg, Commissioner

Requested Action/Proposed Use:

2500 TEXOMA PARKWAY

The request of John E. Russell, RFJ Auto Properties, LLC (Owner), Jeremy Nelson (Representative), Kirkman Engineering (Engineer), Landprint Landscape Architecture and Urban Design (Landscape Architect) and Barton Chapa Surveying, LLC (Surveyor) concerning the property located at 2500 Texoma Parkway, being 5.933 acres in the R. Hendrix Survey, Abstract No. 504, as follows:

Board of Adjustment

A. Public Hearing and Variance under Section 14.02.017 to allow a 10.5' side setback in lieu of the required 15' and a 4.4' rear setback in lieu of the required 25' for an existing structure in a C-2 (General Commercial) District.
B. Public Hearing and Variance under Section 14.04.006(2)(a) to allow 9.77% of open landscaped area in a parking lot in lieu of the required 10% and 21% of the required landscaped area to be used as islands in lieu of the required 40% in a C-2 (General Commercial) District.

Planning and Zoning Commission

A. Public Hearing and Specific Use Permit under Section 14.06.009 to allow Automobile Sales, new or used, in a C-2 (General Commercial) District.
B. Site Plan for Texoma Hyundai.
C. Preliminary Plat of Texoma Hyundai Addition.

Background:

The property is located at 2500 Texoma Parkway at the Southwest corner of Highway 82 and Texoma Parkway and is zoned C-2 (General Commercial) District.

The owner is requesting the following:

- The existing structure at the northwest corner of the site encroaches into the 25' rear yard setback. A variance requested for the existing structure to remain.

- The City's landscape requirement of 10% of the site area to be landscaped with 40% of the provided landscaping to be in parking islands cannot be met. The total site area is 5.93 acres, only 2.4 acres +/- are included in the area of redevelopment. The total landscape required for the site is 25,846 square feet and the total landscape provided is 25,261 square feet with 5,386 square feet (21%) being in parking islands. A variance is requested to allow the development to be completed as shown on the site plan and landscape plan.
- Specific Use Permit to allow Automobile Sales, new or used in a C-2 (General Commercial) District as well as a Site Plan and Preliminary Plat for Texoma Hyundai.

The following has been approved for this location:

- June 11, 1974 - Zone Change from a R-1 (Single Family Residential) to a C-2 (General Commercial) District
- November 11, 2003 - Variance to allow an additional freestanding sign per lot in R-1
- November 11, 2003 - Specific Use Permit for Auto Dealership in C-2 & O-1, Ordinance 5188
- December 15, 2020 - Exception to allow an existing metal building for an automobile restoration center in lieu of the required masonry in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District.
- December 15, 2020 - Specific Use Permit to allow an automobile restoration center with paint booth in a C-2 (General Commercial) District/O-1 (75 & 82) Overlay District.

Adjacent Zoning:

C-2 (General Commercial) District
R-6 (Single Family Residential)

Origination:

John E. Russell, RFJ Auto Properties, LLC (Owner)
Jeremy Nelson (Representative)
Kirkman Engineering (Engineer)
Landprint Landscape Architecture and Urban Design (Landscape Architect)
Barton Chapa Surveying, LLC (Surveyor)

Master Plan Designation:

Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Number of notices mailed:

10

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Future Land Use Map
Narrative
Preliminary Plat
Survey/ Metes & Bounds
Site Plan
Elevations
Landscape Plan
Variance Exhibit
Staff Review Letter-Zoning
Staff Review Letter-Plat

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 5.**

Meeting Date: 02/06/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6564

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 24.535 acres in part of the Robert Foster Survey, Abstract No. 420 and the James A. Foster Survey, Abstract No. 418, City of Sherman, Grayson County, Texas, located in the 101-201 Blocks East Shepherd Road and the 6601-6801 Blocks South Highway 75 heretofore zoned R-6 (Single-Family Residential) District; Rezoning and Placing the Tract in the C-1 (Retail Business) District Zoning Classification (Badresh Trifdei, Prograce Shepherd LLC, Owner; Bohler Engineering, Engineer; and Nexmetro Communities, 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 Badresh Trifdei, Prograce Shepherd LLC (Owner), Bohler Engineering (Engineer) and Nexmetro Communities (Surveyor) to rezone a tract of land consisting of 24.535 acres in part of the Robert Foster Survey, Abstract No. 420 and the James A. Foster Survey, Abstract No. 418, City of Sherman, Grayson County, Texas, located in the 101-201 Blocks East Shepherd Road and the 6601-6801 Blocks South Highway 75 heretofore zoned R-6 (Single-Family Residential) District; Rezoning and placing the tract in the C-1 (Retail Business) District Zoning Classification

Background:

The property is located at 101-201 Blocks East Shepherd Road and the 6601-6801 Blocks South Highway 75, the northeast corner of Highway 75 and West Shephard Road, in the 75 & 82 Overlay District. The owner is requesting Zone Changes and Site Plan approval to allow a mixed use development consisting of commercial uses and residential uses.

Origination:

Badresh Trifdei, Prograce Shepherd LLC (Owner)
Bohler Engineering (Engineer)
Nexmetro Communities (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the January 10, 2023 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. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6564
Exhibit A - Zoning Exhibit
Exhibit B - Legal Description
Location Map
Zoning Map
Zoning Sign Photo
Future Land Use Map
Narrative
Site Plan
Staff Review Letter
P & Z Communication

ORDINANCE NO. 6564

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 24.535 ACRES IN THE ROBERT FOSTER SURVEY, ABSTRACT NO. 420 AND THE JAMES A. FOSTER SURVEY, ABSTRACT NO. 418, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 101-201 BLOCKS EAST SHEPHERD ROAD AND THE 6601-6801 BLOCKS SOUTH HIGHWAY 75, HERETOFORE ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-1 (RETAIL BUSINESS) DISTRICT ZONING CLASSIFICATION (BADRESH TRIFDEI, PROGRACE SHEPHERD LLC, OWNER; BOHLER ENGINEERING, ENGINEER; AND NEXMETRO COMMUNITIES, 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 – Zoning Exhibit and Exhibit B – Zoning Legal Description**, attached hereto, located in the 101-201 Blocks East Shepherd Road and the 6601-6801 Blocks South Highway 75, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the C-1 (Retail Business) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, 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 Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

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

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

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

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

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

INTRODUCED on this the 6th day of February 2023.

ADOPTED on this the 6th day of February 2023.

EFFECTIVE DATE on this the 6th day of February 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

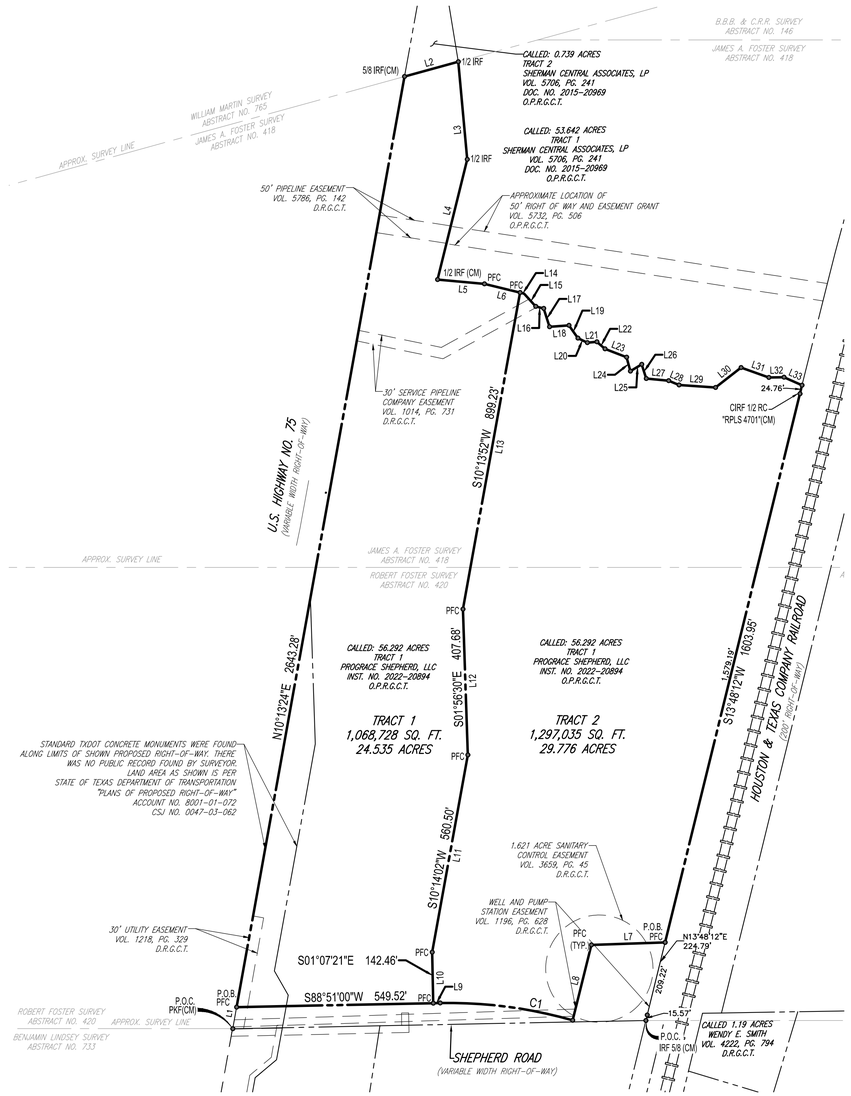
APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

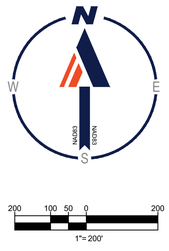
BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

LINE TABLE		
NO.	BEARING	LENGTH
L1	N10°13'24"E	61.36'
L2	N74°37'02"E	156.01'
L3	S05°11'42"E	274.00'
L4	S13°52'31"W	346.16'
L5	S84°43'25"E	131.71'
L6	S76°19'19"E	102.50'
L7	S88°05'24"W	206.17'
L8	S13°55'29"W	217.13'
L9	S88°52'39"W	19.35'
L10	N01°07'21"W	142.46'
L11	N10°14'02"E	560.50'
L12	N01°56'30"W	407.68'
L13	N10°13'52"E	899.23'
L14	S76°15'15"E	11.76'
L15	S41°53'52"E	48.15'
L16	S75°58'40"E	23.30'
L17	S17°35'07"E	53.87'
L18	N85°55'06"E	54.53'
L19	N34°53'28"W	43.44'
L20	N64°34'38"W	29.25'

LINE TABLE		
NO.	BEARING	LENGTH
L21	S85°11'26"W	26.72'
L22	N48°49'12"W	29.92'
L23	N69°07'37"W	64.72'
L24	N15°25'17"W	40.53'
L25	S58°56'00"W	36.70'
L26	N17°44'22"W	41.80'
L27	N84°38'38"W	62.80'
L28	N67°26'38"W	31.38'
L29	N86°02'05"W	102.24'
L30	S51°56'33"W	90.54'
L31	N70°18'05"W	82.64'
L32	S89°03'33"W	42.48'
L33	N66°13'49"W	55.00'





LEGEND

P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND STAMPED "_____"
PFC	POINT FOR CORNER
PKF	PK NAIL FOUND
D.R.D.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS
SQ. FT.	SQUARE FEET
VOL. PG.	VOLUME PAGE
INST. NO.	INSTRUMENT NUMBER
(CM)	CONTROLLING MONUMENT

ZONING EXHIBIT TRACT 1 & 2

54.311 ACRES OUT OF
JAMES A. FOSTER SURVEY ABSTRACT NO. 418 AND
ROBERT FOSTER SURVEY ABSTRACT NO. 420,
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

BOHLER ENGINEERING, ALL RIGHTS RESERVED.
THE COPYING OR USE OF THIS DOCUMENT, OR PORTIONS THEREOF, FOR OTHER THAN THE ORIGINAL PROJECT OR THE PURPOSE ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF BOHLER ENGINEERING, IS PROHIBITED.

BOHLER™
2600 NETWORK BLVD., SUITE 310
FRISCO, TEXAS 75034
469.458.7300
www.bohlerengineering.com
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TBPELS No. 10194413

SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
SUSTAINABLE DESIGN
PROGRAM MANAGEMENT
PERMITTING SERVICES
LANDSCAPE ARCHITECTURE
TRANSPORTATION SERVICES

FILE NO.	DATE	DRAWN	REVIEWED	APPROVED	SCALE	DWG. NO.
TXA220083.01	12/15/22	CRC	ASA	ASA	1" = 200'	1 OF 1

EXHIBIT B

ZONING LEGAL DESCRIPTION: (Tract 1)

BEING a tract of land situated in the City of Sherman, Grayson County, Texas, being a part of the Robert foster Survey, Abstract No. 420 and the James A. Foster Survey, Abstract No. 418, being all of a called 56.292 acre tract of land described as Tract 1 in Special Warranty Deed with Vendor's Lien to Prograce Shepherd, LLC, recorded in Instrument No. 2022-20894, Official Public Records, Grayson County, Texas (O.P.R.G.C.T.), and being more particularly described as follows:

COMMECING at a PK nail found at the southwest corner of said 56.292 acre tract of land, said nail being in or near the centerline of Shepherd road and being in the east right-of-way line of U.S. Highway 75 (a variable width right-of-way);

THENCE North 10 degrees 13 minutes 24 seconds East, a distance of 61.36 feet to a point at the **POINT FOR BEGINNING**;

THENCE North 10 degrees 13 minutes 24 seconds East, distance of 2,643.28 feet along the west line of said 56.292 acre tract of land and the east right-of-way of said U.S. Highway No. 75 to a five-eighths iron rod found at the northwest corner of said 56.292 acre tract of land and the southwest corner of a called 0.739 acre tract of land described as Tract 2 in Special Warranty Deed to Sherman Central Associates, LP., recorded in Volume 5706, Page 241, D.R.G.C.T.;

THENCE North 74 degrees 37 minutes 02 seconds East, a distance of 156.01 feet along the north line of said 56.292 acre tract of land and south line of said 0.739 acre tract of land to a one-half inch iron rod with yellow plastic cap stamped "Bohler Eng." (herein after called capped iron rod) found for corner, said iron being in the westerly line of a called 53.642 acre tract of land described as Tract 1 in said Volume 5706, Page 241, D.R.G.C.T.;

THENCE South 05 degrees 11 minutes 42 seconds East, a distance of 274.00 feet along the west line of said 53.642 acre tract of land to a capped iron rod found for corner;

THENCE South 13 degrees 52 minutes 31 seconds West, a distance of 346.16 feet along the west line of said 53.642 acre tract of land to a half inch iron rod found at the southwest corner of said 53.642 acre tract of land;

THENCE along the north line of said 56.292 acre tract of land and the south line of 53.642 acre tract of land and being in or near the centerline of a creek, the following courses and distances:

South 84 degrees 43 minutes 25 seconds, a distance of 131.71 feet to a point for corner;

South 76 degrees 19 minutes 19 seconds, a distance of 102.50 feet to a point for corner;

THENCE over and across said 56.292 acre tract of land, the following course and distances:

South 10 degrees 13 minutes 52 seconds West, a distance of 899.23 feet to a point for corner;

South 01 degrees 56 minutes 30 seconds East, a distance of 407.68 feet to a point for corner;

South 10 degrees 14 minutes 02 seconds West, a distance of 560.50 feet to a point for corner;

South 01 degrees 07 minutes 21 seconds East, a distance of 142.46 feet to a point for corner;

THENCE South 88 degrees 51 minutes 00 seconds West, a distance of 549.52 feet to the **POINT OF BEGINNING**, and containing 1,068,728 square feet or 24.535 acres of land

dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

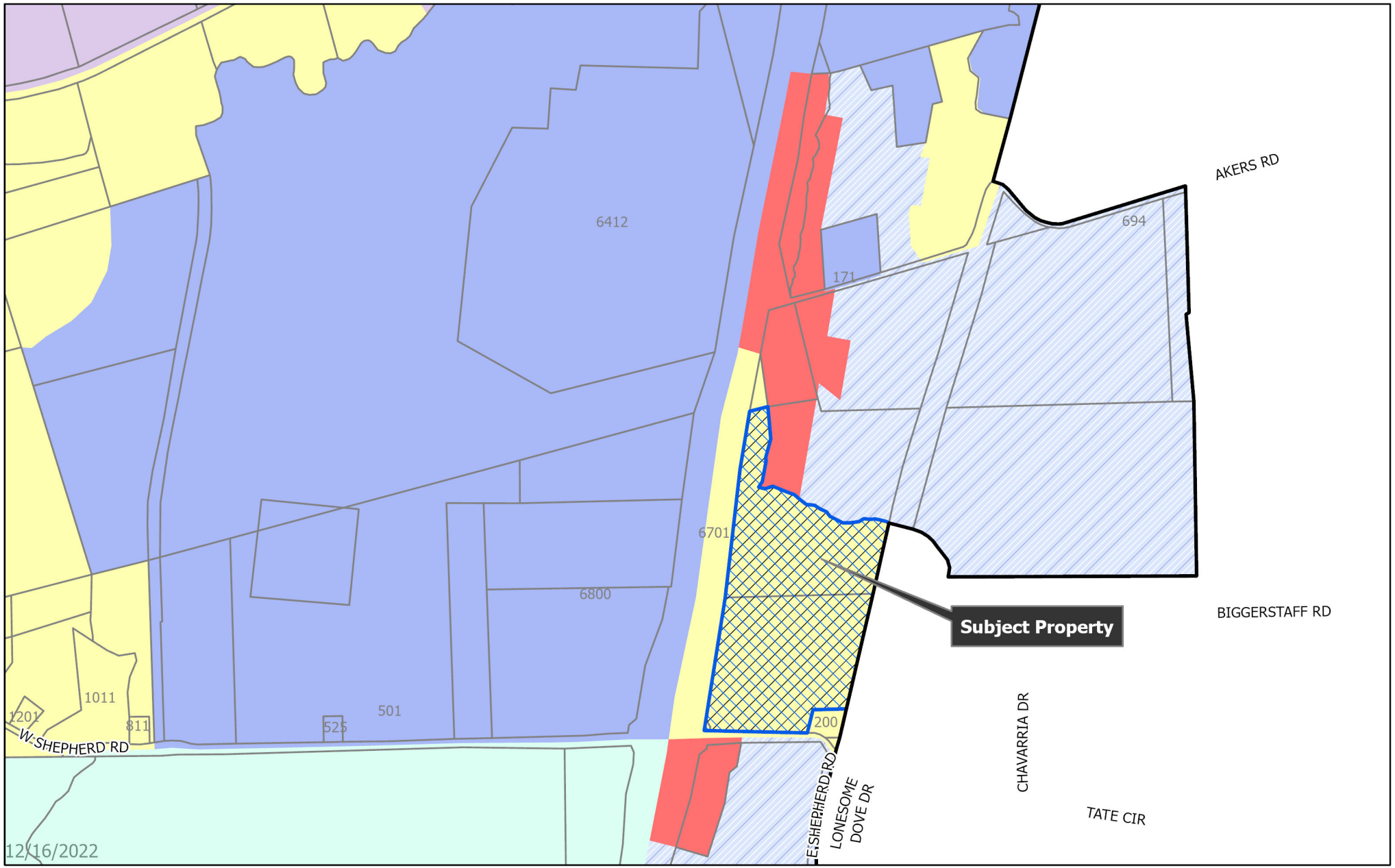
CITY OF SHERMAN

201 E Shepherd Dr

N
W E
S

Date: 12/16/2022 8:48 AM

Scale: 1:12,775



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- 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 Distgrict
- 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
- Subject Locations
- Parcels
- City Limits

CITY OF SHERMAN
Zoning Location Map

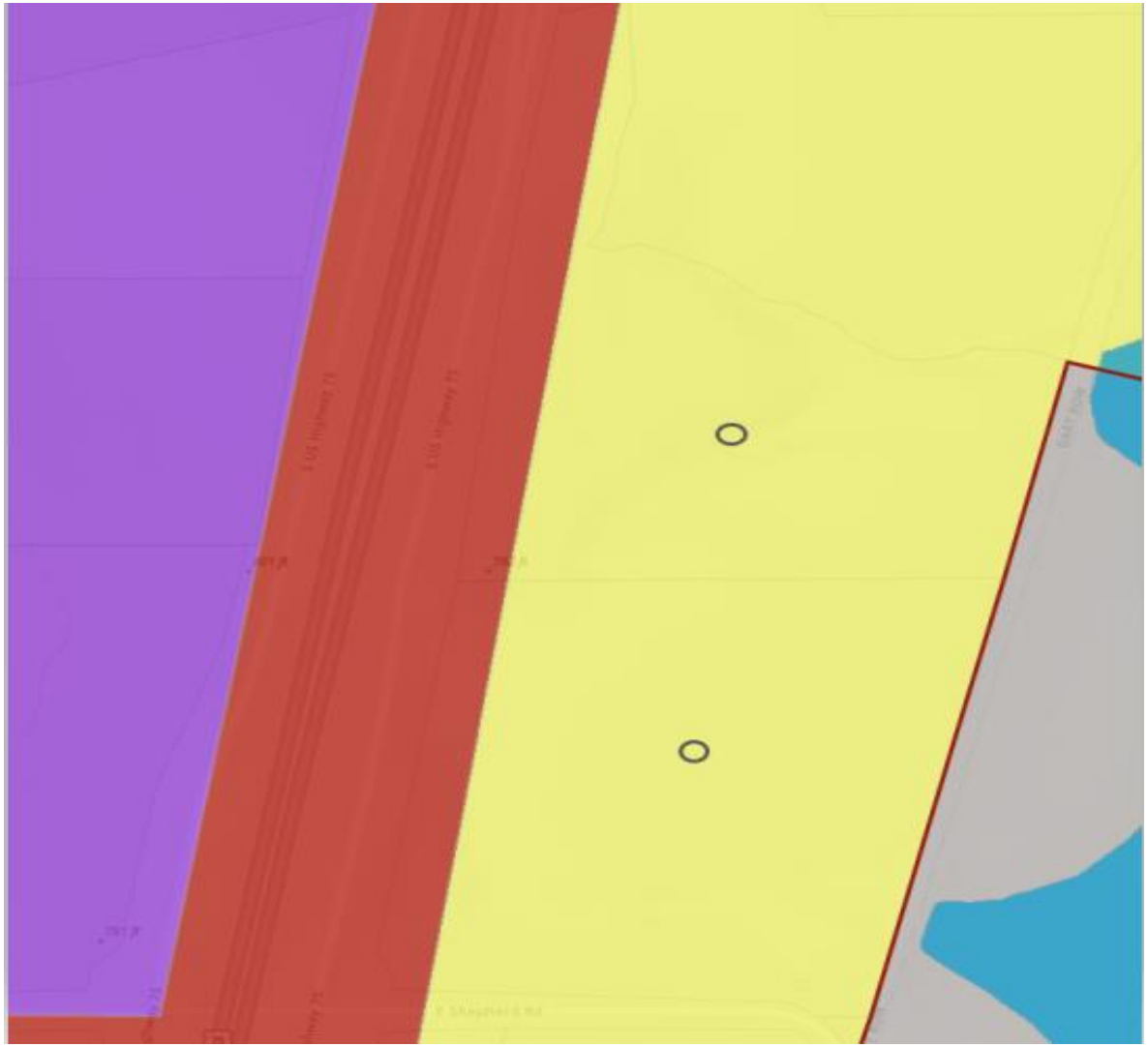
201 E Shepherd Dr

N
W E
S

Scale: 1:13,000

Date: 12/16/2022 8:48 AM

101-201 BLOCKS EAST SHEPHERD ROAD AND 6601-6801 BLOCKS SOUTH HIGHWAY 75



CITY OF SHERMAN
FUTURE LAND USE MAP
101-201 BLKS E SHEPHERD & 6601-6801 BLKS S HWY 75

- AGRICULTURE/RURAL
- COMMUNITY COMMERCIAL
- CORE NEIGHBORHOOD
- DOWNTOWN
- PARKS
- REGIONAL COMMERCIAL
- SUBURBAN NEIGHBORHOOD
- TECHNOLOGY HUB
- FLOODPLAIN & OPEN SPACE
- NTRA ZONING
- AIRPORT

SUBURBAN NEIGHBORHOOD

Intent & Character

The Suburban Neighborhood category is intended to allow primarily single-family detached in a "complete neighborhood" setting. New subdivisions should include a mix of housing products and lot sizes. Areas of supporting local commercial should be integrated into the neighborhoods, primarily along major streets near the entrance of neighborhoods. Community amenities such as parks, trails, open spaces, and civic uses should also be included in the creation of new subdivisions. This category gives flexibility for the creation of master-planned neighborhoods that are compatible with the surrounding area.

Appropriate Land Use Types

- Single-family detached (primary land use type)
- Single-family attached (duplexes and townhomes)
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Estate Residential
- Single-Family Residential (R-12, R-6, R-5, and R-4)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Neighborhood Commercial
- Planned Development

REGIONAL COMMERCIAL

Intent & Character

The Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Appropriate Land Use Types

- Retail and Restaurants
- Multi-Family Living
- Office Complex
- Medical
- Mixed Use
- Indoor Entertainment

Compatible Zoning Districts

- Retail Business
- General Commercial
- Office
- Multi-Family Residential (MF-15 and MF-30)
- Planned Development (for larger tracts)

2600 Network Blvd. Suite 310
Frisco, TX 75034
469.458.7300

Project Narrative
For a
Zoning Change Application

Submitted on behalf of:
PROGRACE SHEPHERD, 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

December 15, 2022

Prograce Shepherd, 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 and residential uses, on approximately 56 acres, located northeast of the intersection of Hwy 75 and W Shepherd Drive.

The project parcel is currently zoned R-1 One Family Residential. The proposed zoning districts consist of C-1 and MF-15, which closely aligns with either the current zoning districts and/or the adjacent zoning districts.

With an approved Zoning Compliance Plan, the 56 acre development will be host to a mixed variety of uses catering to Sherman residents. The commercial uses along US Hwy 75 will allow local businesses to capture business and offer desirable and sought highway commercial. The proposed low-density multifamily residential will offer the local workforce that drives Sherman with a quality residence. The Commercial is a good fit based on the proximity to Highway 75, and the low density multifamily abuts well against the adjacent railroad.

Our team strongly believes that the mixed use zoning changes sought offer a better balance of uses than the single family residential zoning allows for today. Our team believes that this variety of uses and businesses will 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.

CALLED: 53.642 ACRES
TRACT 1
SHERMAN CENTRAL
ASSOCIATES, LP
VOL. 5706, PG. 241
DOC. NO. 2015-20969
O.P.R.G.C.T.
ZONING: C-1/R-2

EX. FO MARKER
EX. FH
EX. FO MARKER (2)
BM #2
CIRF
L61
L62
10(m) 50' PIPELINE EASEMENT
VOL. 5786, PG. 142
D.R.G.C.T.
APPROXIMATE LOCATION OF
50' RIGHT OF WAY AND EASEMENT GRANT
VOL. 5732, PG. 506
O.P.R.G.C.T.
EX. GM
EX. SIGN (TYP.)
EX. WV
1/2 IRF(CM)
L63
L64
L65
L66
L67
L68
L69
L70
L71
L72
L73
L74
L75
L76
L77
L78
L79
L80
L81
L82
L83
EX. SIGN (TYP.)
EX. POWER POLE (TYP.)
EX. GM
EX. FO MARKER
EX. FH
EX. UNKNOWN MH
EX. FO MARKER
BMON
EX. FO MARKER
EX. FENCE
EX. FO MARKER
BMON
EX. FO MARKER
BMON
EX. GRATE INLET
EX. UNKNOWN MH
EX. FO MARKER
BMON
EX. 24" METAL PIPE FL=735.49'
EX. FO MARKER
EX. FO MARKER
EX. RCB 3'x3' HEADWALL FL= 746.59'
10(k) 30' UTILITY EASEMENT
VOL. 1218, PG. 329
D.R.G.C.T.
EX. FO MARKER
BMON
EX. STM INLET
EX. TELE PEDESTAL (2)
EX. TELE PEDESTAL (2)
EX. 24" RCP HEADWALL FL= 761.14'
P.O.B. PKF(CM)
EX. TELE PEDESTAL
EX. BROKEN 24" RCP FL=717.24'
EX. SAN MH
EX. WM
EX. ELEC BOX (4)
EX. TELE PEDESTAL
EX. TELE PEDESTAL
EX. 36" CMP FL=701.32'
EX. 18" RCP HEADWALL FL=706.70'
EX. FENCE (TYP.)
10(j) WELL AND PUMP STATION EASEMENT
VOL. 1196, PG. 628
D.R.G.C.T.
EX. CMP 15" FL=729.62'
CMP 15" FL=728.97'
EX. FH
IRF
IRF 5/8 (CM)
CIRF W/ RED CAPPED "RPLS 4701" (CM)
IRF
IRF
CALLED 1.19 ACRES
WENDY E. SMITH
VOL. 4222, PG. 794
D.R.G.C.T.
EXISTING MOBILE HOME
10(j) APPROXIMATE LOCATION
20' UTILITY EASEMENT
VOL. 1046, PG. 335
D.R.G.C.T.
10(j) 1.621 ACRE SANITARY CONTROL EASEMENT
VOL. 3659, PG. 5
D.R.G.C.T.
10(j) PIPELINE EASEMENT
VOL. 1196, PG. 628
D.R.G.C.T.
WATERLINE EASEMENT
VOL. 3553, PG. 679
O.P.R.G.C.T.
15' WATER EASEMENT
VOL. 3458, PG. 314
O.P.R.G.C.T.
STANDARD TXDOT CONCRETE MONUMENTS WERE FOUND
LIMITS OF SHOWN PROPOSED RIGHT-OF-WAY. THERE
WAS NO PUBLIC RECORD FOUND BY SURVEYOR.
LAND AREA AS SHOWN IS PER
STATE OF TEXAS DEPARTMENT OF TRANSPORTATION
"PLANS OF PROPOSED RIGHT-OF-WAY"
ACCOUNT NO. 8001-01-072
CSJ NO. 0047-03-062

U.S. HIGHWAY NO. 75
(VARIABLE WIDTH R.O.W. - 55 M.P.H. SPEED LIMIT)

SHEPHERD ROAD
(VARIABLE WIDTH R.O.W. - 35 M.P.H. SPEED LIMIT)

SOUTH PACIFIC RAILROAD
(100' R.O.W.)

HOUSTON & TEXAS COMPANY RAILROAD
(200' R.O.W.)

PROP HOTEL
70'x200'
100 ROOMS
±2AC LOT

PROP HOTEL
70'x200'
100 ROOMS
±2AC LOT

QSR
SF: 3,000

PROP RETAIL
28,000 SF

PROP RETAIL
13,054 SF

PROP RETAIL
13,051 SF

QSR
SF: 3,000

QSR
SF: 3,000

QSR
SF: 1,500

Detention

Open Space

Open Space

Detention

Gate

Main Entry

Call Box

Gate

Leasing Center

Pool

Grill

Event Lawn

Dog Park

LOT 3: ±1.2 AC

60' R.O.W. DEDICATION

N10°13'24"E 2704.65'
(N10°13'27"E 2705.04')

S01°56'58"E 409.00'

S10°13'34"W 644.77'

S29°44'24"E 77.98'

S10°11'33"W 92.61'

138.77'

(S88°06'55"W 1158.96')

S88°51'34"W 1155.00'

S13°48'12"W 1828.74'

(S13°48'57"W 1813.33')

(N13°48'57"E 1727.64')

(S89°01'54"W 366.77')

S89°05'26"W 53.04'

213.58'

CALLED: 56.292
TRACT 2
KIM W. YANG AND SPOUSE
SUE S. YANG
INST. NO 2020-34628
O.P.R.G.C.T.

TRACT 2
686,446 SQ. FT.
15.759 ACRES

ZONE X

(VACANT LOT)

CALLED: 105.837 ACRES
DOSTI PARTNERS, LLC
DOC. NO. 2021-43374
O.P.R.G.C.T.
ZONING: C-1/R-2

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.

LEGEND	
	PROPERTY LINE
	CURB
FL FL FL	FIRE LANE MARKING
	FIRE LANE

LAND USE AND ZONING INFORMATION AND NOTES:

APPLICANT:	PROGRACE SHEPHERD, LLC
OWNER:	PROGRACE SHEPHERD, LLC
PARCEL ID:	127597 HIGHWAY 75 SHERMAN GRAYSON COUNTY, TEXAS

TOTAL SITE ACREAGE: 52.7 AC
C-2: 22.9 AC (± 997524 SF) M-15: 29.8 AC (± 1298088 SF)
ZONING:
EXISTING: R-1 AND O-1 OVERLAY DISTRICT (500' ON EITHER SIDE OF ROW WITH HIGHWAY 75)
PROPOSED: C-2, M-15
USE:
EXISTING: VACANT
PROPOSED: COMMERCIAL, MULTI-FAMILY

BULK REQUIREMENTS:
ZONING: M-15

MIN LOT AREA	5,000 SF
MIN LOT FRONTAGE	N/A
MIN. BUILIDNG SETBACK	
FRONT SETBACK	15'
SIDE SETBACK (RESIDENTIAL)	-
SINE ONE (SUM OF BOTH)	-
REAR SETBACK (RESIDENTIAL)	10'
HIGHWAY CORRIDOR OVERLAY REQUIREMENTS	
FROM HIGHWAY ROW OR 25' PLUS HEIGH OF BLDG. WHICHEVER IS 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) (1 / 400 SF OFFICE) = 25 PARKING SPACES EACH (150 TOTAL) (1/1,000 SF WAREHOUSE) = 14 PARKING SPACES EACH (84 TOTAL) LIGHT INDUSTRIAL +/-240,000 SF (1 SP / 1000 SF) = 240 PARKING SPACES STORAGE FACILITY +/-77,000 SF (1 SP / 1000 SF) = 77 PARKING SPACES	551 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'

100 50 25 0 100
1"= 100'

H:\2022\TXA220083.00\00\ENGINEERING\DRAWINGS\CONSTRUCTION PLANS\PLAN SETS\TXA220083.00 - SITE - C1 ----->LAYOUT: SITE PLAN

BOHLER
2600 NETWORK BLVD, SUITE 310
FRISCO, TX 75034
Phone:(469) 458-7300
TX@BOHLERENG.COM

PROP. C-1 SITE PLAN

12/14/2022 | DJC/JRB | TXA220083.00 | CPTA-1

SHERMAN, TX 75090 | CPTA-1

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

January 3, 2023

Badresh Trifdei
2504 Loftsmoor Lane
Plano, TX 75025

Nexmetro Communities
2221 Lakeside Blvd Ste 1210
Richardson, TX 75082

Bohler Engineering
2600 Network Blvd Ste 310
Frisco, TX 75034

Prograce Shepherd, LLC
2504 Loftsmoor Lane
Plano, TX 75025

Dear Applicants,

The request for a Public Hearing and Zone Change from an R-6 (Single-Family Residential) District to a C-1 (Retail Business) District; Public Hearing and Zone Change from an R-6 (Single-Family Residential) District to an MF-15 (Multi-Family Residential) District; and Site Plan for the Northeast corner of South Highway 75 and East Shepherd Road located in the 101-201 Blocks East Shepherd Road and the 6601-6801 Blocks South Highway 75 has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, January 10, 2023 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 – C-1 (Retail Business) 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 C-1 (Retail Business) District and the O-1 (75 & 82) Overlay District. *(Chapter 14, Sec. 14.02.016 and Sec. 14.03.001).*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267). *(Code of Ordinances Chapter 3.02(c))*
3. Required parking or driveways must be paved concrete or asphalt. (*Chapter 14, Sec. 14.04.003(2)(a))*
4. The required parking requirement shall be determined by use. (*Chapter 14, Sec. 14.04.003(5)(a))*
5. Off-street parking shall be prohibited from encroaching into the public right-of-way. (*Chapter 14, Sec. 14.04.003(4)(a))*
6. Required parking spaces shall be a minimum of 9' wide and 20' long. (*Chapter 14, Sec.14.04.003(4)(c)(1))*
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, Sec.14.03.001(6)(c)(2))*
8. All uses within the C-1 (Retail Business) District shall provide a screening device as an enclosure for garbage and trash containers. Such enclosure shall be located within the building area of the lot. The container shall be positioned or screened in such a way so that it is not visible from any street, highway or major thoroughfare. Enclosures shall be constructed of masonry or similar durable material. (*Chapter 14, Sec.14.04.004(4)(d))*

9. All refuse areas shall be screened on three sides. Gates are not required. (*Chapter 14, Sec.14.03.001(7)(d)(4))*
10. A minimum six (6) foot masonry or wrought iron, with masonry columns, perimeter fence shall be provided adjacent to public streets to surround a multi-family development. The masonry columns along a public street shall be separated at 24 feet on center. *(Chapter 14, Sec. 14.04.004(4))*
11. Building materials must be specified and consistent with the intent of these standards. Wall finishes shall be masonry, or masonry veneer, or concrete siding. A complete set of elevation plans and schedule of materials used on every freestanding building shall be submitted to the Planning and Zoning Commission. *(Chapter 14, Sec.14.03.001(4)(b))*
12. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
13. The site plan is conceptual and will require final site plan approval from the Planning and Zoning Commission.
14. 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.
15. 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 2 – MF-15 (Multi-Family Residential) District:

16. 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 MF-15 (Multi-Family Residential) District and the O-1 (75 & 82) Overlay District. *(Chapter 14, Sec. 14.02.011 and Sec. 14.03.001)*
17. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267). *(Code of Ordinances Chapter 3.02(c))*
18. Required parking or driveways must be paved concrete or asphalt. (*Chapter 14, Sec. 14.04.003(2)(a))*
19. The required parking requirement shall be determined by use. (*Chapter 14, Sec. 14.04.003(5)(a))*
20. Off-street parking shall be prohibited from encroaching into the public right-of-way. (*Chapter 14, Sec. 14.04.003(4)(a))*
21. Required parking spaces shall be a minimum of 9' wide and 20' long. (*Chapter 14, Sec.14.04.003(4)(c)(1))*
22. 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, Sec.14.03.001(6)(c)(2))*
23. All uses within an MF-15 (Multi-Family Residential) District shall provide a screening device as an enclosure for garbage and trash containers. Such enclosure shall be located within the building area of the lot. The container shall be positioned or screened in such a way so that it is not visible from any street, highway or major thoroughfare. Enclosures shall be constructed of masonry or similar durable material. (*Chapter 14, Sec.14.04.004(4)(d))*
24. All refuse areas shall be screened on three sides. Gates are not required. (*Chapter 14, Sec.14.03.001(7)(d)(4))*
25. Building materials must be specified and consistent with the intent of these standards. Wall finishes shall be masonry, or masonry veneer, or concrete siding. A complete set of elevation plans and schedule of materials used on every freestanding building shall be submitted to the Planning and Zoning Commission. (*Chapter 14, Sec.14.03.001(4)(b))*
26. The site plan is conceptual and will require final site plan approval from the Planning and Zoning Commission.
27. 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.

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

Engineering

29. Platting of the property is required. *Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004*
30. All references to Shepherd Road to be changed to Shepherd Drive. Changes to be reflected on plat.
31. 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*
32. Water capacity shall be verified for proposed use.
33. Wastewater main must be extended in accordance with City criteria to serve proposed development. Wastewater capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
34. 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.*
35. Verify fire requirements and code compliance with Fire Marshal. *Code of Ordinances Chapter 3.02(c)*
36. The location of the trash receptors must be approved by the Public Works Department.

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
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 19.

Meeting Date: 01/10/2023

Prepared by: Lauren Marlow, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

101-201 BLOCKS EAST SHEPHERD ROAD AND 6601-6801 BLOCKS SOUTH HIGHWAY 75

The request of Badresh Trifdei, Prograce Shepherd LLC (Owner), Bohler Engineering (Engineer) and Nexmetro Communities (Surveyor) concerning the property located in the 101-201 Blocks East Shepherd Road and the 6601-6801 Blocks South Highway 75, being 54.311 acres in part of the Robert Foster Survey, Abstract No. 420 and the James A. Foster Survey, Abstract No. 418, and located in the 75 & 82 Overlay District, as follows:

Planning and Zoning Commission

A. **Tract One** – Being 24.535 acres in part of the Robert Foster Survey, Abstract No. 420 and the James A. Foster Survey, Abstract No. 418 – Public Hearing and Zone Change from an R-6 (Single-Family Residential) District to a C-1 (Retail Business) District.
B. **Tract Two –** Being 29.776 acres in part of the Robert Foster Survey, Abstract No. 420 and the James A. Foster Survey, Abstract No. 418 – Public Hearing and Zone Change from an R-6 (Single-Family Residential) District to an MF-15 (Multi-Family Residential) District.
C. Site Plan for the Northeast corner of South Highway 75 and East Shepherd Road.

Background:

The property is located at 101-201 Blocks East Shepherd Road and the 6601-6801 Blocks South Highway 75 is located at the Northeast corner of Highway 75 and West Shephard Road, located in the 75 & 82 Overlay District and zoned R-6 (One Family Residential) District. The owner is requesting Zone Changes and Site Plan approval to allow a mixed use development consisting of commercial uses and residential uses.

Adjacent Zoning:

R-6 (One Family Residential) District
MF-30 (Multi-Family Residential) District
ETJ (Extra Territorial Jurisdiction)
C-1 (Retail Business) District

Origination:

Badresh Trifdei, Prograce Shepherd LLC (Owner)
Bohler Engineering (Engineer)
Nexmetro Communities (Surveyor)

Master Plan Designation:

Suburban Neighborhood category is intended to allow primarily single-family detached in a "complete neighborhood" setting. New subdivisions should include a mix of housing products and lot sizes. Areas of supporting local commercial should be integrated into the neighborhoods, primarily along major streets near the entrance of neighborhoods. Community amenities such as parks, trails, open spaces, and civic uses should also be included in the creation of new subdivisions. This category gives flexibility for the creation of master-planned neighborhoods that are compatible with the surrounding area.
Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Number of notices mailed:

6

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Future Land Use Map
Narrative
Survey
Site Plan - C1
Site Plan - MF-15
Elevations
Zoning Exhibit Tract 1 & 2
Legal Description - Tract 1
Legal Description - Tract 2
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 6.**

Meeting Date: 02/06/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6565

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 29.776 acres in Part of the Robert Foster Survey, Abstract No. 420 and the James A. Foster Survey, Abstract No. 418, City of Sherman, Grayson County, Texas, located in the 101-201 Blocks East Shepherd Road and the 6601-6801 Blocks South Highway 75, heretofore zoned R-6 (Single-Family Residential) District; Rezoning and placing the tract in the MF-15 (Multi-Family Residential) District Zoning Classification (Badresh Trifdei, Prograce Shepherd LLC, Owner; Bohler Engineering, Engineer; and Nexmetro Communities, 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 Badresh Trifdei, Prograce Shepherd LLC (Owner), Bohler Engineering (Engineer) and Nexmetro Communities (Surveyor) to rezone a tract of land consisting of 29.776 acres in part of the Robert Foster Survey, Abstract No. 420 and the James A. Foster Survey, Abstract No. 418, City of Sherman, Grayson County, Texas, located in the 101-201 Blocks East Shepherd Road and the 6601-6801 Blocks South Highway 75, heretofore zoned R-6 (Single-Family Residential) District; Rezoning and placing the tract in the MF-15 (Multi-Family Residential) District Zoning Classification

Background:

The property is located at 101-201 Blocks East Shepherd Road and the 6601-6801 Blocks South Highway 75, the northeast corner of Highway 75 and West Shephard Road, in the 75 & 82 Overlay District. The owner is requesting Zone Changes and Site Plan approval to allow a mixed use development consisting of commercial uses and residential uses.

Origination:

Badresh Trifdei, Prograce Shepherd LLC (Owner)
Bohler Engineering (Engineer)
Nexmetro Communities (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the January 10, 2023 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. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6565
Exhibit A - Zoning Exhibit
Exhibit B - Legal Description
Location Map
Zoning Map
Zoning Sign Photo
Future Land Use Map
Narrative
Site Plan
Elevations
Staff Review Letter
P & Z Communication

ORDINANCE NO. 6565

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 29.776 ACRES IN THE ROBERT FOSTER SURVEY, ABSTRACT NO. 420 AND THE JAMES A. FOSTER SURVEY, ABSTRACT NO. 418, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 101-201 BLOCKS EAST SHEPHERD ROAD AND THE 6601-6801 BLOCKS SOUTH HIGHWAY 75, HERETOFORE ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE MF-15 (MULTI-FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION (BADRESH TRIFDEI, PROGRACE SHEPHERD LLC, OWNER; BOHLER ENGINEERING, ENGINEER; AND NEXMETRO COMMUNITIES, 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 – Zoning Exhibit and Exhibit B – Zoning Legal Description**, attached hereto, located in the 101-201 Blocks East Shepherd Road and the 6601-6801 Blocks South Highway 75, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the MF-15 (Multi-Family Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, 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 Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

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

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

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

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

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

INTRODUCED on this the 6th day of February 2023.

ADOPTED on this the 6th day of February 2023.

EFFECTIVE DATE on this the 6th day of February 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

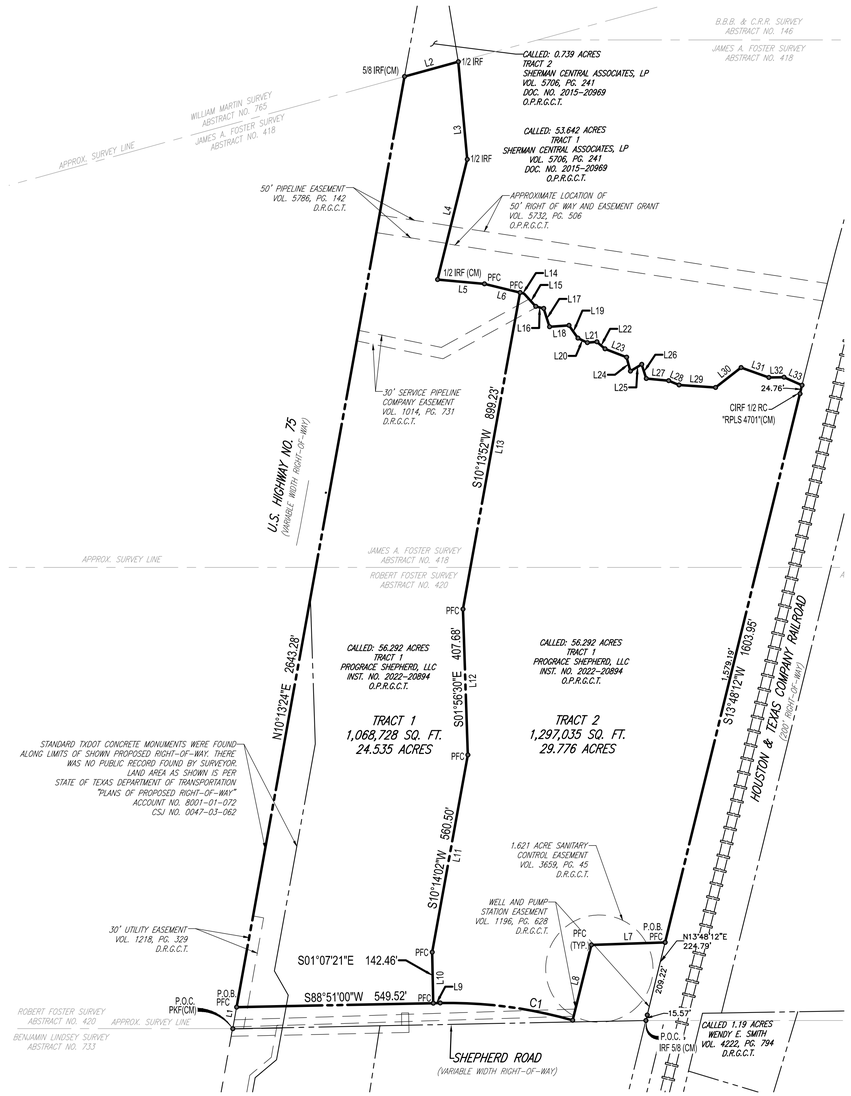
APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

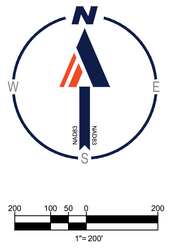
BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

LINE TABLE		
NO.	BEARING	LENGTH
L1	N10°13'24"E	61.36'
L2	N74°37'02"E	156.01'
L3	S05°11'42"E	274.00'
L4	S13°52'31"W	346.16'
L5	S84°43'25"E	131.71'
L6	S76°19'19"E	102.50'
L7	S88°05'24"W	206.17'
L8	S13°55'29"W	217.13'
L9	S88°52'39"W	19.35'
L10	N01°07'21"W	142.46'
L11	N10°14'02"E	560.50'
L12	N01°56'30"W	407.68'
L13	N10°13'52"E	899.23'
L14	S76°15'15"E	11.76'
L15	S41°53'52"E	48.15'
L16	S75°58'40"E	23.30'
L17	S17°35'07"E	53.87'
L18	N85°55'06"E	54.53'
L19	N34°53'28"W	43.44'
L20	N64°34'38"W	29.25'

LINE TABLE		
NO.	BEARING	LENGTH
L21	S85°11'26"W	26.72'
L22	N48°49'12"W	29.92'
L23	N69°07'37"W	64.72'
L24	N15°25'17"W	40.53'
L25	S58°56'00"W	36.70'
L26	N17°44'22"W	41.80'
L27	N84°38'38"W	62.80'
L28	N67°26'38"W	31.38'
L29	N86°02'05"W	102.24'
L30	S51°56'33"W	90.54'
L31	N70°18'05"W	82.64'
L32	S89°03'33"W	42.48'
L33	N66°13'49"W	55.00'





LEGEND

P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND STAMPED "_____"
PFC	POINT FOR CORNER
PKF	PK NAIL FOUND
D.R.D.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS
SQ. FT.	SQUARE FEET
VOL. PG.	VOLUME PAGE
INST. NO.	INSTRUMENT NUMBER
(CM)	CONTROLLING MONUMENT

ZONING EXHIBIT TRACT 1 & 2

54.311 ACRES OUT OF
JAMES A. FOSTER SURVEY ABSTRACT NO. 418 AND
ROBERT FOSTER SURVEY ABSTRACT NO. 420,
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

BOHLER ENGINEERING, ALL RIGHTS RESERVED.
THE COPYING OR USE OF THIS DOCUMENT, OR PORTIONS THEREOF, FOR OTHER THAN THE ORIGINAL PROJECT OR THE PURPOSE ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF BOHLER ENGINEERING, IS PROHIBITED.

BOHLER™
2600 NETWORK BLVD., SUITE 310
FRISCO, TEXAS 75034
469.458.7300
www.bohlerengineering.com
TBPE No. 18065
TBPELS No. 10194413

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LAND SURVEYING
SUSTAINABLE DESIGN
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PERMITTING SERVICES
LANDSCAPE ARCHITECTURE
TRANSPORTATION SERVICES

FILE NO.	DATE	DRAWN	REVIEWED	APPROVED	SCALE	DWG. NO.
TXA220083.01	12/15/22	CRC	ASA	ASA	1" = 200'	1 OF 1

EXHIBIT B

ZONING LEGAL DESCRIPTION: (Tract 2)

BEING a tract of land situated in the City of Sherman, Grayson County, Texas, being a part of the Robert Foster Survey, Abstract No. 420 and the James A. Foster Survey, Abstract No. 418, being part of a called 56.292 acre tract of land described as Tract 1 in Special Warranty Deed with Vendor's Lien to Prograce Shepherd, LLC, recorded in Instrument No. 2022-20894, Official Public Records, Grayson County, Texas (O.P.R.G.C.T.) and being more particularly described as follows:

COMMENCING at a five-eighths inch iron rod found southeast corner of said 56.292 acre tract of land and the northeast corner of a called 57.912 acre tract of land described in in Special Warranty Deed to JMTK II Building Company LLC, recorded in Document No. 2022-25670, O.P.R.G.C.T.;

THENCE North 13 degrees 48 minutes 12 seconds East, passing a distance of 15.57 feet to a one-half inch iron rod with red plastic cap stamped "RPLS 4701" found and continuing a total distance of 224.79 feet to a point at the **POINT OF BEGINNING**;

THENCE over and across said 56.292 acre tract of land, the following course and distances:

South 88 degrees 05 minutes 24 seconds West, a distance of 206.17 feet to a point for corner;

South 13 degrees 55 minutes 29 seconds West, a distance of 217.13 feet to a point for corner, said point being at the beginning of a non-tangent curve to the left and is near the centerline of Shepherd Road (variable width right-of-way);

In a northwesterly direction, a distance of 374.93 feet, having a central angle of 17 degrees 02 minutes 58 seconds, a radius of 1,260.00 feet whose chord bears North 82 degrees 35 minutes 52 seconds West a distance of 373.55 feet to a point for corner;

South 88 degrees 52 minutes 39 seconds West, a distance of 19.35 feet to a point for corner;

North 01 degrees 07 minutes 21 seconds West, a distance of 142.46 feet to a point for corner;

North 10 degrees 14 minutes 02 seconds East, a distance of 560.50 feet to a point for corner;

North 01 degrees 56 minutes 30 seconds West, a distance of 407.68 feet to a point for corner;

North 10 degrees 13 minutes 52 seconds East, a distance of 899.23 feet to a point for corner, said point being in the north line of said 56.292 acre tract of land and south line of a called 53.642 acre tract of land described as tract 1 in a Special Warranty Deed to Sherman Central Associates, LP., recorded in Volume 5706, Page 241, D.R.G.C.T. and being in or near the centerline of a creek;

THENCE along the north line of 56.292 acre tract of land, the south line of said 53.642 acre tract of land and the centerline of said creek, the following courses and distances:

South 76 degrees 15 minutes 15 seconds East, a distance of 11.76 feet to a point for corner;

South 41 degrees 53 minutes 52 seconds East, a distance of 48.15 feet to a point for corner;

South 75 degrees 58 minutes 40 seconds East, a distance of 23.30 feet to a point for corner;

South 17 degrees 35 minutes 07 seconds East, a distance of 53.87 feet to a point for corner;

North 85 degrees 55 minutes 06 seconds East, a distance of 54.53 feet to a point for corner;

South 34 degrees 53 minutes 28 seconds East, a distance of 43.44 feet to a point for corner;

South 64 degrees 34 minutes 38 seconds East, a distance of 29.25 feet to a point for corner;

North 85 degrees 11 minutes 26 seconds East, a distance of 26.72 feet to a point for corner;

South 48 degrees 49 minutes 12 seconds East, a distance of 29.92 feet to a point for corner;

South 69 degrees 07 minutes 37 seconds East, a distance of 64.72 feet to a point for corner;

South 15 degrees 25 minutes 17 seconds East, a distance of 40.53 feet to a point for corner;

North 58 degrees 56 minutes 00 seconds East, a distance of 36.70 feet to a point for corner;

South 17 degrees 44 minutes 22 seconds East, a distance of 41.80 feet to a point for corner;

South 84 degrees 38 minutes 38 seconds East, a distance of 62.80 feet to a point for corner;

South 67 degrees 26 minutes 38 seconds East, a distance of 31.38 feet to a point for corner;

South 86 degrees 02 minutes 05 seconds East, a distance of 102.24 feet to a point for corner;

North 51 degrees 56 minutes 33 seconds East, a distance of 90.54 feet to a point for corner;

South 70 degrees 18 minutes 05 seconds East, a distance of 82.64 feet to a point for corner;

North 89 degrees 03 minutes 33 seconds East, a distance of 42.48 feet to a point for corner;

South 66 degrees 13 minutes 49 seconds East, a distance of 55.00 feet to a point for corner at the northeast corner of said 56.292 acre tract of land and the southeast corner of said 53.642 acre tract of land, said point being in the west right-of-way line of Houston and Texas Central Railroad (200' width Right-of-Way);

THENCE South 13 degrees 48 minutes 12 seconds West, passing at a distance of 24.76 feet a one-half inch iron rod with red plastic cap stamped “RPLS 4701” found for a witness corner and continuing a total distance of 1,603.95 feet to the **POINT OF BEGINNING** and containing 1,297,035 square feet or 29.776 acres of land

dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

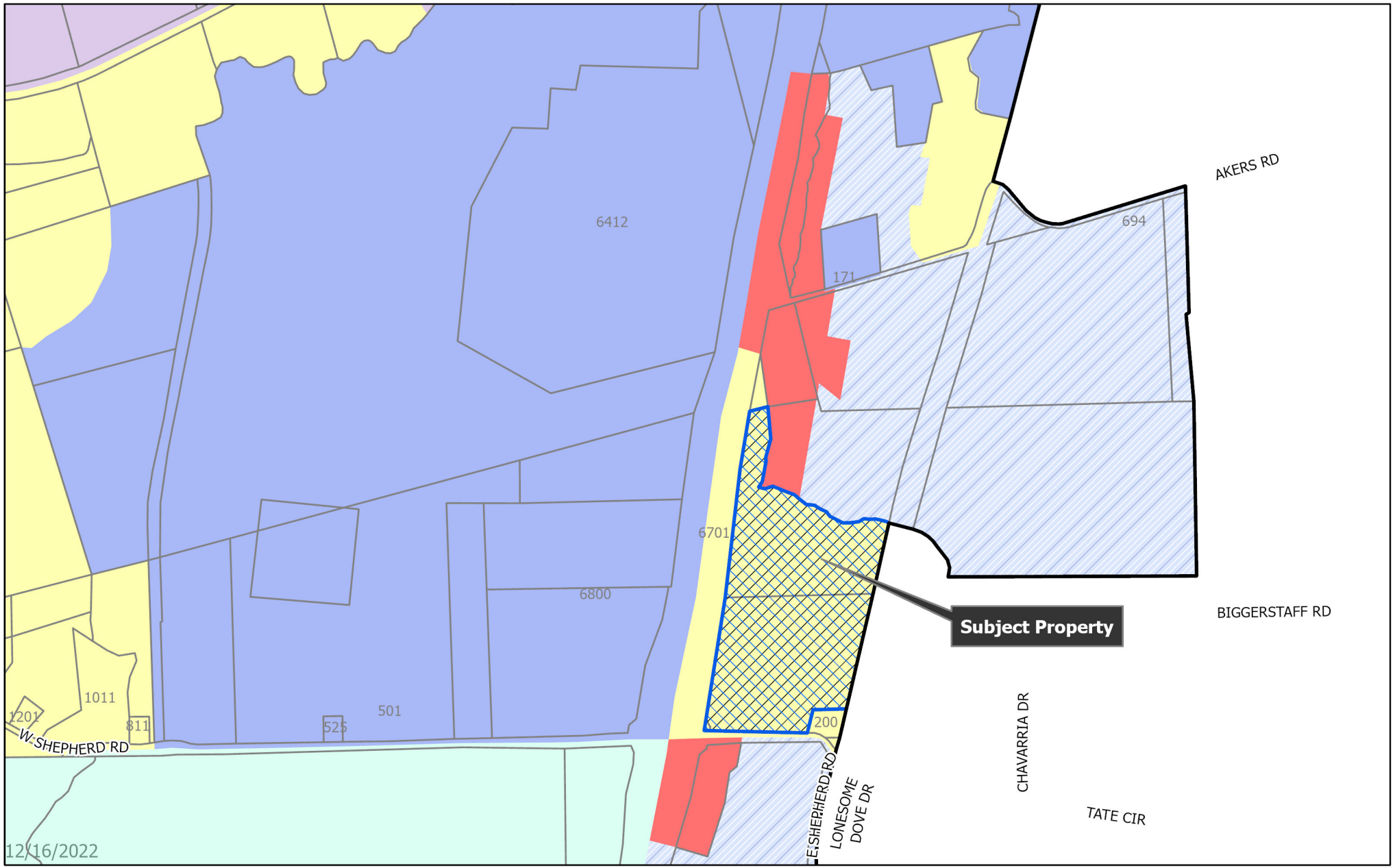
CITY OF SHERMAN

201 E Shepherd Dr

N
W E
S

Date: 12/16/2022 8:48 AM

Scale: 1:12,775



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- 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 Distgrict
- 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
- Subject Locations
- Parcels
- City Limits

CITY OF SHERMAN
Zoning Location Map

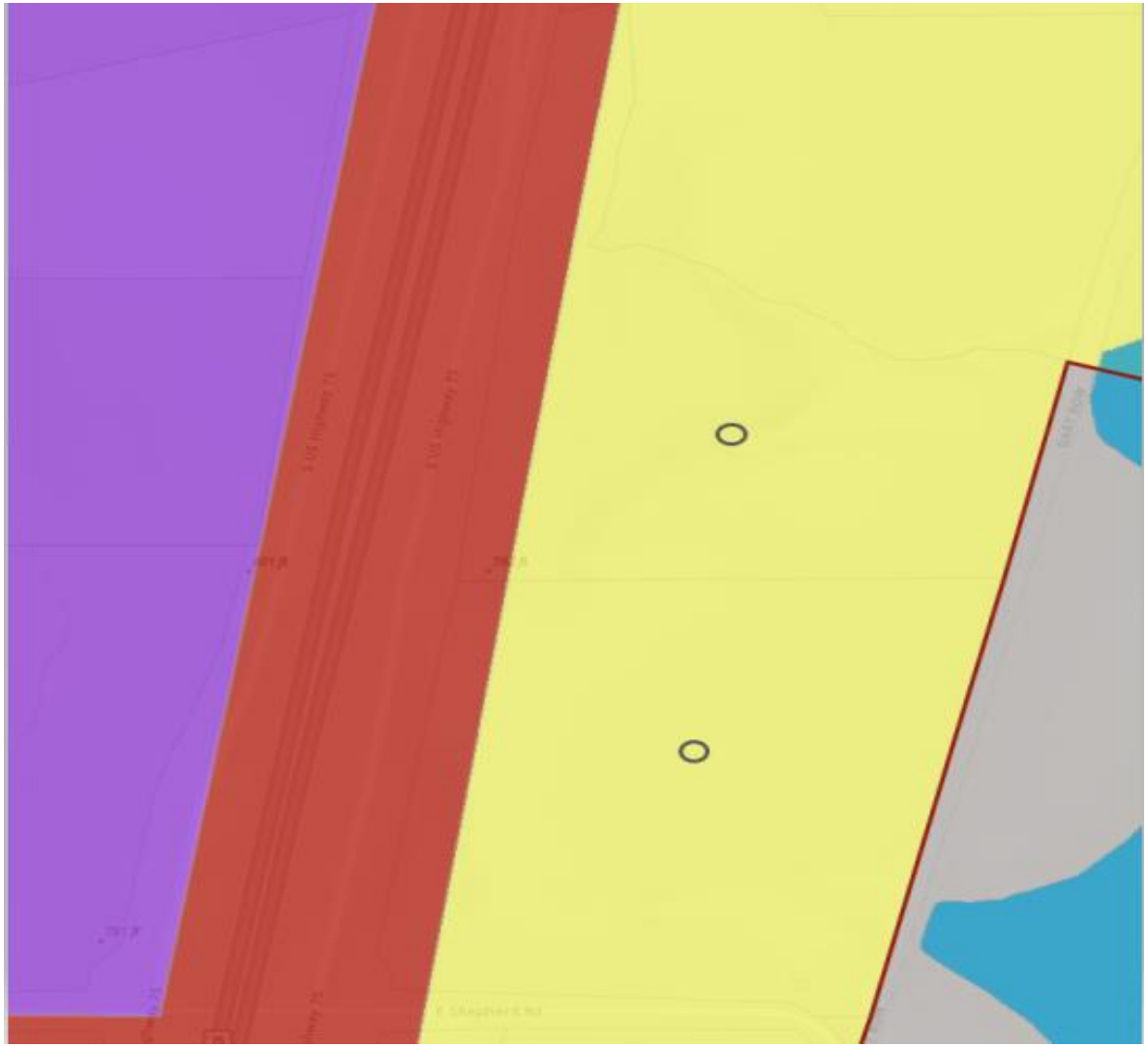
201 E Shepherd Dr

N
W E
S

Scale: 1:13,000

Date: 12/16/2022 8:48 AM

101-201 BLOCKS EAST SHEPHERD ROAD AND 6601-6801 BLOCKS SOUTH HIGHWAY 75



CITY OF SHERMAN
FUTURE LAND USE MAP
101-201 BLKS E SHEPHERD & 6601-6801 BLKS S HWY 75

- AGRICULTURE/RURAL
- COMMUNITY COMMERCIAL
- CORE NEIGHBORHOOD
- DOWNTOWN
- PARKS
- REGIONAL COMMERCIAL
- SUBURBAN NEIGHBORHOOD
- TECHNOLOGY HUB
- FLOODPLAIN & OPEN SPACE
- NTRA ZONING
- AIRPORT

SUBURBAN NEIGHBORHOOD

Intent & Character

The Suburban Neighborhood category is intended to allow primarily single-family detached in a "complete neighborhood" setting. New subdivisions should include a mix of housing products and lot sizes. Areas of supporting local commercial should be integrated into the neighborhoods, primarily along major streets near the entrance of neighborhoods. Community amenities such as parks, trails, open spaces, and civic uses should also be included in the creation of new subdivisions. This category gives flexibility for the creation of master-planned neighborhoods that are compatible with the surrounding area.

Appropriate Land Use Types

- Single-family detached (primary land use type)
- Single-family attached (duplexes and townhomes)
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Estate Residential
- Single-Family Residential (R-12, R-6, R-5, and R-4)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Neighborhood Commercial
- Planned Development

REGIONAL COMMERCIAL

Intent & Character

The Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Appropriate Land Use Types

- Retail and Restaurants
- Multi-Family Living
- Office Complex
- Medical
- Mixed Use
- Indoor Entertainment

Compatible Zoning Districts

- Retail Business
- General Commercial
- Office
- Multi-Family Residential (MF-15 and MF-30)
- Planned Development (for larger tracts)

2600 Network Blvd. Suite 310
Frisco, TX 75034
469.458.7300

Project Narrative
For a
Zoning Change Application

Submitted on behalf of:
PROGRACE SHEPHERD, 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

December 15, 2022

Prograce Shepherd, 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 and residential uses, on approximately 56 acres, located northeast of the intersection of Hwy 75 and W Shepherd Drive.

The project parcel is currently zoned R-1 One Family Residential. The proposed zoning districts consist of C-1 and MF-15, which closely aligns with either the current zoning districts and/or the adjacent zoning districts.

With an approved Zoning Compliance Plan, the 56 acre development will be host to a mixed variety of uses catering to Sherman residents. The commercial uses along US Hwy 75 will allow local businesses to capture business and offer desirable and sought highway commercial. The proposed low-density multifamily residential will offer the local workforce that drives Sherman with a quality residence. The Commercial is a good fit based on the proximity to Highway 75, and the low density multifamily abuts well against the adjacent railroad.

Our team strongly believes that the mixed use zoning changes sought offer a better balance of uses than the single family residential zoning allows for today. Our team believes that this variety of uses and businesses will 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.

CALLED: 53.642 ACRES
TRACT 1
SHERMAN CENTRAL
ASSOCIATES, LP
VOL. 5706, PG. 241
DOC. NO. 2015-20969
O.P.R.G.C.T.
ZONING: C-1/R-2

U.S. HIGHWAY NO. 75
(VARIABLE WIDTH R.O.W. - 55 M.P.H. SPEED LIMIT)

SHEPHERD ROAD
(VARIABLE WIDTH R.O.W. - 35 M.P.H. SPEED LIMIT)

HOUSTON & TEXAS COMPANY RAILROAD
(200' R.O.W.)

SOUTH PACIFIC RAILROAD
(100' R.O.W.)

PROP HOTEL
70'x200'
100 ROOMS
±2AC LOT

PROP HOTEL
70'x200'
100 ROOMS
±2AC LOT

QSR
SF: 3,000

QSR
SF: 3,000

QSR
SF: 3,000

QSR
SF: 1,500

PROP RETAIL
28,000 SF

PROP RETAIL
13,054 SF

Detention

Open Space

Open Space

Dog Park

Leasing Center

Pool

Grill

Event Lawn

Main Entry

Call Box

Gate

LOT 3: ±1.2 AC

CALLED: 56.292
TRACT 2
KIM W. YANG AND SPOUSE
SUE S. YANG
INST. NO 2020-34628
O.P.R.G.C.T.

TRACT 2
686,446 SQ. FT.
15.759 ACRES

ZONE X

(VACANT LOT)

CALLED: 1.19 ACRES
WENDY E. SMITH
VOL. 4222, PG. 794
D.R.G.C.T.

EXISTING MOBILE HOME

CALLED: 105.837 ACRES
DOSTI PARTNERS, LLC
DOC. NO. 2021-43374
O.P.R.G.C.T.
ZONING: C-1/R-2

10(f) APPROXIMATE LOCATION OF 50' RIGHT OF WAY AND EASEMENT GRANT VOL. 5732, PG. 506 O.P.R.G.C.T.

10(g) 1.621 ACRE SANITARY CONTROL EASEMENT VOL. 3659, PG. 5 D.R.G.C.T.

10(h) APPROXIMATE LOCATION 20' UTILITY EASEMENT VOL. 1046, PG. 335 D.R.G.C.T.

10(i) PIPELINE EASEMENT VOL. 1196, PG. 628 D.R.G.C.T.

10(j) WELL AND PUMP STATION EASEMENT VOL. 1196, PG. 628 D.R.G.C.T.

10(k) 30' UTILITY EASEMENT VOL. 1218, PG. 329 D.R.G.C.T.

10(l) 50' PIPELINE EASEMENT VOL. 5786, PG. 142 D.R.G.C.T.

WATERLINE EASEMENT VOL. 3553, PG. 679 O.P.R.G.C.T.

15' WATER EASEMENT VOL. 3458, PG. 314 O.P.R.G.C.T.

60' R.O.W. DEDICATION

(S88°06'55"W 1158.96')
S88°51'34"W 1155.00'

S10°13'34"W 644.77'

N10°13'24"E 2704.65'
(N10°13'21"E 2705.04')

S01°56'58"E 409.00'

S29°44'24"E 77.98'

S10°11'33"W 92.61'

P.O.B. PKF(CM)

138.77'

S89°05'26"W 53.04'

213.58'

(S89°01'54" 366.77')

S13°48'12"W 1828.74'

(S13°48'57"W 1813.33')

(N13°48'57"E 1727.64')

S13°48'12"W 1828.74'

CIRF W/ RED CAPPED "RPLS 4701" (CM)

IRF 5/8 (CM)

IRF

CIRF

BM #2

1/2 IRF(CM)

L61 L62 L63 L64 L65 L66 L67 L68 L69 L70 L71 L72 L73 L74 L75 L76 L77 L78 L79 L80 L81 L82 L83

EX. FO MARKER

EX. FH

EX. GM

EX. WV

EX. SIGN (TYP.)

EX. POWER POLE (TYP.)

EX. UNKNOWN MH

EX. FENCE

EX. RCB 3'x3' HEADWALL FL= 746.59'

EX. 24" METAL PIPE FL=735.49'

EX. 24" RCP HEADWALL FL= 761.14'

EX. STM INLET

EX. GRATE INLET

EX. TELE PEDESTAL (2)

EX. 36" CMP FL=701.32'

EX. 18" RCP HEADWALL FL=706.70'

EX. CMP 15" FL=729.62'

CMP 15" FL=728.97'

EX. FH

EX. BROKEN 24" RCP FL=717.24'

EX. SAN MH

EX. ELEC BOX (4)

EX. WM

EX. TELE PEDESTAL

BMON

EX. FENCE

Gate

Main Entry

Call Box

Leasing Center

Pool

Grill

Event Lawn

Dog Park

Detention

Open Space

Open Space

Gate

EX. FENCE (TYP.)

EX. SIGN (TYP.)

EX. UNKNOWN MH

EX. POWER POLE (TYP.)

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EX. FH

EX. BROKEN 24" RCP FL=717.24'

EX. SAN MH

EX. ELEC BOX (4)

EX. WM

EX. TELE PEDESTAL

EX. TELE PEDESTAL (2)

BMON

EX. FENCE

IRF

IRF 5/8 (CM)

CIRF W/ RED CAPPED "RPLS 4701" (CM)

100 YR

LAND USE AND ZONING INFORMATION AND NOTES:

APPLICANT:	PROGRACE SHEPHERD, LLC
OWNER:	PROGRACE SHEPHERD, LLC
PARCEL ID:	127597 HIGHWAY 75 SHERMAN GRAYSON COUNTY, TEXAS

TOTAL SITE ACREAGE: 52.7 AC
C-2: 22.9 AC (± 997524 SF) M-15: 29.8 AC (± 1298088 SF)
ZONING:
EXISTING: R-1 AND O-1 OVERLAY DISTRICT (500' ON EITHER SIDE OF ROW WITH HIGHWAY 75)
PROPOSED: C-2, M-15
USE:
EXISTING: VACANT
PROPOSED: COMMERCIAL, MULTI-FAMILY

BULK REQUIREMENTS:

ZONING: M-15	
MIN LOT AREA	N/A
MIN LOT FRONTAGE	N/A
MIN. BUILIDNG SETBACK	
FRONT SETBACK	15'
SIDE SETBACK (RESIDENTIAL)	10' (15')
SINE ONE (SUM OF BOTH)	-
REAR SETBACK (RESIDENTIAL)	10'

HIGHWAY CORRIDOR OVERLAY REQUIREMENTS

FROM HIGHWAY ROW OR 25' PLUS HEIGH OF BLDG. WHICHEVER IS 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) (1 / 400 SF OFFICE) = 25 PARKING SPACES EACH (150 TOTAL) (1/1,000 SF WAREHOUSE) = 14 PARKING SPACES EACH (84 TOTAL) LIGHT INDUSTRIAL +/-240,000 SF (1 SP / 1000 SF) = 240 PARKING SPACES STORAGE FACILITY +/-77,000 SF (1 SP / 1000 SF) = 77 PARKING SPACES	551 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'

M-15 UNIT BREAKDOWN

1 BEDROOM	44 UNITS
2 BEDROOM	113 UNITS
3 BEDROOM	82 UNITS
UNIT DENSITY (UNITS/ACRE)	8 UNITS/ACRE

ANDARD TXDOT CONCRETE MONUMENTS WERE FOUND
IMITS OF SHOWN PROPOSED RIGHT-OF-WAY. THERE
WAS NO PUBLIC RECORD FOUND BY SURVEYOR.
LAND AREA AS SHOWN IS PER
STATE OF TEXAS DEPARTMENT OF TRANSPORTATION
"PLANS OF PROPOSED RIGHT-OF-WAY"
ACCOUNT NO. 8001-01-072
CSJ NO. 00047-03-062

N W E S

100 50 25 0 100
1"= 100'

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.

LEGEND

	PROPERTY LINE
	CURB
FL FL FL	FIRE LANE MARKING
	FIRE LANE

H:\2022\TXA220083.00\00\ENGINEERING\DRAWINGS\CONSTRUCTION PLANS\PLAN SETS\TXA220083.00 - SITE - MF15---LAYOUT - SITE PLAN

PROP. M-15 SITE PLAN

12/14/2022 | DJC/JRB | TXA220083.00 | CPTA-1

BOHLER

2600 NETWORK BLVD, SUITE 310
FRISCO, TX 75034
Phone:(469) 458-7300
TX@BOHLERENG.COM

SHERMAN, TX 75090 | CPTA-1

N W E S

100 50 25 0 100
1"= 100'

One Bedroom

Two Bedroom

Three Bedroom

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

January 3, 2023

Badresh Trifdei
2504 Loftsmoor Lane
Plano, TX 75025

Nexmetro Communities
2221 Lakeside Blvd Ste 1210
Richardson, TX 75082

Bohler Engineering
2600 Network Blvd Ste 310
Frisco, TX 75034

Prograce Shepherd, LLC
2504 Loftsmoor Lane
Plano, TX 75025

Dear Applicants,

The request for a Public Hearing and Zone Change from an R-6 (Single-Family Residential) District to a C-1 (Retail Business) District; Public Hearing and Zone Change from an R-6 (Single-Family Residential) District to an MF-15 (Multi-Family Residential) District; and Site Plan for the Northeast corner of South Highway 75 and East Shepherd Road located in the 101-201 Blocks East Shepherd Road and the 6601-6801 Blocks South Highway 75 has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, January 10, 2023 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 – C-1 (Retail Business) 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 C-1 (Retail Business) District and the O-1 (75 & 82) Overlay District. *(Chapter 14, Sec. 14.02.016 and Sec. 14.03.001).*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267). *(Code of Ordinances Chapter 3.02(c))*
3. Required parking or driveways must be paved concrete or asphalt. (*Chapter 14, Sec. 14.04.003(2)(a))*
4. The required parking requirement shall be determined by use. (*Chapter 14, Sec. 14.04.003(5)(a))*
5. Off-street parking shall be prohibited from encroaching into the public right-of-way. (*Chapter 14, Sec. 14.04.003(4)(a))*
6. Required parking spaces shall be a minimum of 9' wide and 20' long. (*Chapter 14, Sec.14.04.003(4)(c)(1))*
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, Sec.14.03.001(6)(c)(2))*
8. All uses within the C-1 (Retail Business) District shall provide a screening device as an enclosure for garbage and trash containers. Such enclosure shall be located within the building area of the lot. The container shall be positioned or screened in such a way so that it is not visible from any street, highway or major thoroughfare. Enclosures shall be constructed of masonry or similar durable material. (*Chapter 14, Sec.14.04.004(4)(d))*

9. All refuse areas shall be screened on three sides. Gates are not required. (*Chapter 14, Sec.14.03.001(7)(d)(4))*
10. A minimum six (6) foot masonry or wrought iron, with masonry columns, perimeter fence shall be provided adjacent to public streets to surround a multi-family development. The masonry columns along a public street shall be separated at 24 feet on center. *(Chapter 14, Sec. 14.04.004(4))*
11. Building materials must be specified and consistent with the intent of these standards. Wall finishes shall be masonry, or masonry veneer, or concrete siding. A complete set of elevation plans and schedule of materials used on every freestanding building shall be submitted to the Planning and Zoning Commission. *(Chapter 14, Sec.14.03.001(4)(b))*
12. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
13. The site plan is conceptual and will require final site plan approval from the Planning and Zoning Commission.
14. 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.
15. 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 2 – MF-15 (Multi-Family Residential) District:

16. 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 MF-15 (Multi-Family Residential) District and the O-1 (75 & 82) Overlay District. *(Chapter 14, Sec. 14.02.011 and Sec. 14.03.001)*
17. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267). *(Code of Ordinances Chapter 3.02(c))*
18. Required parking or driveways must be paved concrete or asphalt. (*Chapter 14, Sec. 14.04.003(2)(a))*
19. The required parking requirement shall be determined by use. (*Chapter 14, Sec. 14.04.003(5)(a))*
20. Off-street parking shall be prohibited from encroaching into the public right-of-way. (*Chapter 14, Sec. 14.04.003(4)(a))*
21. Required parking spaces shall be a minimum of 9' wide and 20' long. (*Chapter 14, Sec.14.04.003(4)(c)(1))*
22. 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, Sec.14.03.001(6)(c)(2))*
23. All uses within an MF-15 (Multi-Family Residential) District shall provide a screening device as an enclosure for garbage and trash containers. Such enclosure shall be located within the building area of the lot. The container shall be positioned or screened in such a way so that it is not visible from any street, highway or major thoroughfare. Enclosures shall be constructed of masonry or similar durable material. (*Chapter 14, Sec.14.04.004(4)(d))*
24. All refuse areas shall be screened on three sides. Gates are not required. (*Chapter 14, Sec.14.03.001(7)(d)(4))*
25. Building materials must be specified and consistent with the intent of these standards. Wall finishes shall be masonry, or masonry veneer, or concrete siding. A complete set of elevation plans and schedule of materials used on every freestanding building shall be submitted to the Planning and Zoning Commission. (*Chapter 14, Sec.14.03.001(4)(b))*
26. The site plan is conceptual and will require final site plan approval from the Planning and Zoning Commission.
27. 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.

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

Engineering

29. Platting of the property is required. *Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004*
30. All references to Shepherd Road to be changed to Shepherd Drive. Changes to be reflected on plat.
31. 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*
32. Water capacity shall be verified for proposed use.
33. Wastewater main must be extended in accordance with City criteria to serve proposed development. Wastewater capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
34. 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.*
35. Verify fire requirements and code compliance with Fire Marshal. *Code of Ordinances Chapter 3.02(c)*
36. The location of the trash receptors must be approved by the Public Works Department.

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
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 19.

Meeting Date: 01/10/2023

Prepared by: Lauren Marlow, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

101-201 BLOCKS EAST SHEPHERD ROAD AND 6601-6801 BLOCKS SOUTH HIGHWAY 75

The request of Badresh Trifdei, Prograce Shepherd LLC (Owner), Bohler Engineering (Engineer) and Nexmetro Communities (Surveyor) concerning the property located in the 101-201 Blocks East Shepherd Road and the 6601-6801 Blocks South Highway 75, being 54.311 acres in part of the Robert Foster Survey, Abstract No. 420 and the James A. Foster Survey, Abstract No. 418, and located in the 75 & 82 Overlay District, as follows:

Planning and Zoning Commission

A. **Tract One** – Being 24.535 acres in part of the Robert Foster Survey, Abstract No. 420 and the James A. Foster Survey, Abstract No. 418 – Public Hearing and Zone Change from an R-6 (Single-Family Residential) District to a C-1 (Retail Business) District.
B. **Tract Two –** Being 29.776 acres in part of the Robert Foster Survey, Abstract No. 420 and the James A. Foster Survey, Abstract No. 418 – Public Hearing and Zone Change from an R-6 (Single-Family Residential) District to an MF-15 (Multi-Family Residential) District.
C. Site Plan for the Northeast corner of South Highway 75 and East Shepherd Road.

Background:

The property is located at 101-201 Blocks East Shepherd Road and the 6601-6801 Blocks South Highway 75 is located at the Northeast corner of Highway 75 and West Shephard Road, located in the 75 & 82 Overlay District and zoned R-6 (One Family Residential) District. The owner is requesting Zone Changes and Site Plan approval to allow a mixed use development consisting of commercial uses and residential uses.

Adjacent Zoning:

R-6 (One Family Residential) District
MF-30 (Multi-Family Residential) District
ETJ (Extra Territorial Jurisdiction)
C-1 (Retail Business) District

Origination:

Badresh Trifdei, Prograce Shepherd LLC (Owner)
Bohler Engineering (Engineer)
Nexmetro Communities (Surveyor)

Master Plan Designation:

Suburban Neighborhood category is intended to allow primarily single-family detached in a "complete neighborhood" setting. New subdivisions should include a mix of housing products and lot sizes. Areas of supporting local commercial should be integrated into the neighborhoods, primarily along major streets near the entrance of neighborhoods. Community amenities such as parks, trails, open spaces, and civic uses should also be included in the creation of new subdivisions. This category gives flexibility for the creation of master-planned neighborhoods that are compatible with the surrounding area.
Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Number of notices mailed:

6

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Future Land Use Map
Narrative
Survey
Site Plan - C1
Site Plan - MF-15
Elevations
Zoning Exhibit Tract 1 & 2
Legal Description - Tract 1
Legal Description - Tract 2
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 7.**

Meeting Date: 02/06/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6566
Adopting a Revised Official Zoning Map

Issue:

To consider the adoption of an updated "Official Zoning Map" as required in Section 14.01.002 of the Zoning Ordinance.

Background:

Since that last zoning map update, the Planning and Zoning Commission and the City Council have approved zoning change requests of a number of properties in the City as permitted by law and Chapter 14 of the City's Code of Ordinances. In addition, this map update reflects the new zoning district classifications created as part of the 2022 Zoning Ordinance Update. 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. 6548 on February 7, 2022.

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.

Attachments

Ordinance No. 6566
Exhibit A - Official Zoning Map

ORDINANCE NO. 6566

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 DETERMING 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 February 7, 2022, as part of Sherman's Zoning Ordinance/Code of Ordinance, Chapter 14 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 6th day of February 2023.

ADOPTED on this the 6th day of February 2023.

EFFECTIVE DATE on this the 6th day of February 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

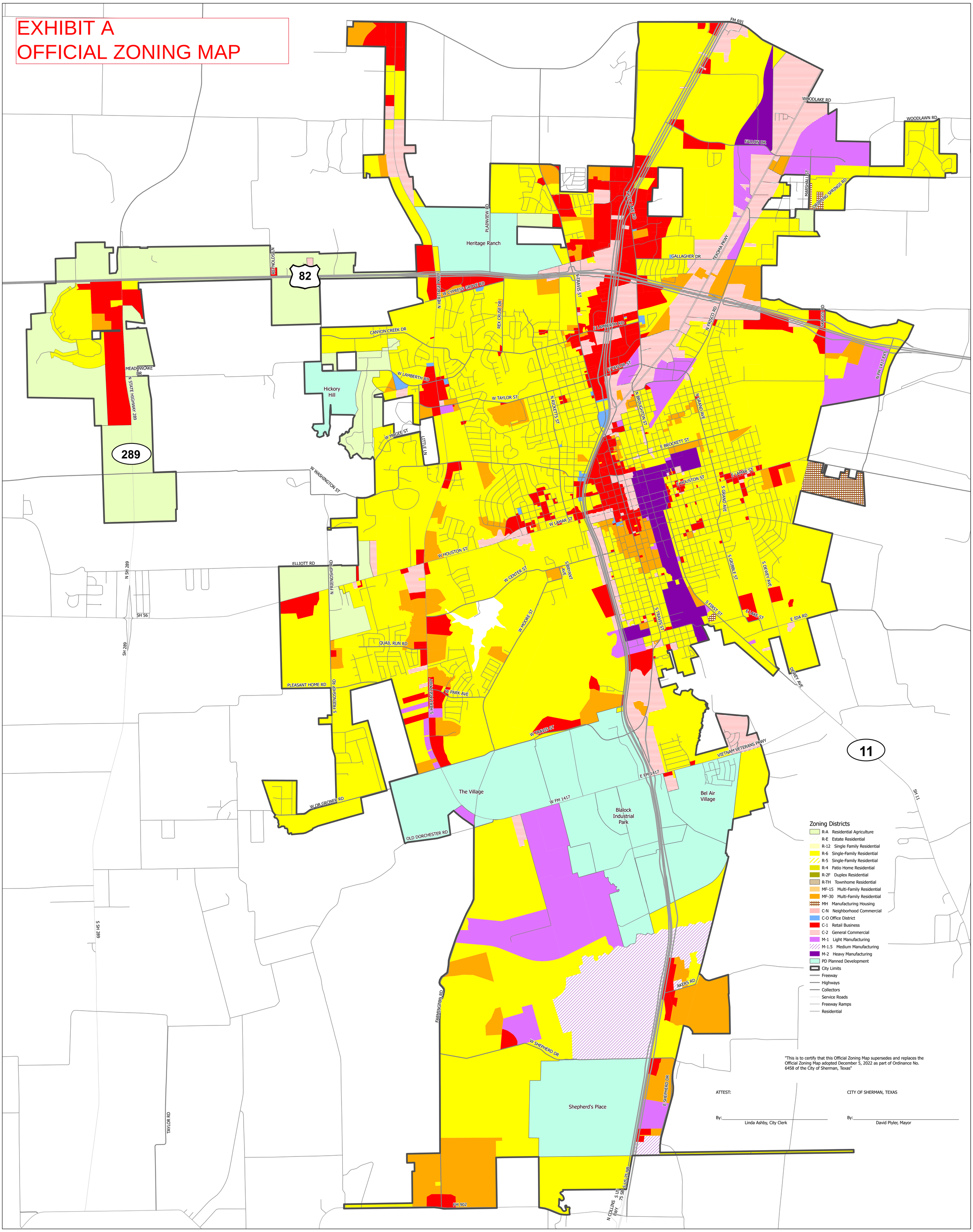
ATTEST:

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
OFFICIAL ZONING MAP



Zoning Districts

- R-A Residential Agriculture
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single-Family Residential
- R-5 Single-Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufacturing Housing
- C-N Neighborhood Commercial
- C-O Office District
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development
- City Limits
- Freeway
- Highways
- Collectors
- Service Roads
- Freeway Ramps
- Residential

"This is to certify that this Official Zoning Map supersedes and replaces the Official Zoning Map adopted December 5, 2022 as part of Ordinance No. 6458 of the City of Sherman, Texas"

ATTEST:

By:_____
Linda Ashby, City Clerk

CITY OF SHERMAN, TEXAS

By:_____
David Plyler, Mayor

diagrone: H:\ENGINEER\GIS\ArcGIS Pro Projects\Zoning\Zoning.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman Official Zoning Map

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SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 8.**

Meeting Date: 02/06/2023

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6560, 6561, 6562, 6563, 6564, 6565 & 6566.

Issue:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6560

D. 1. Accepting and Approving the Amended Project Plan and the Financing Plan for the Sherman Tax Increment Reinvestment Zone, Number Two (#2); Providing for Findings of Fact

D. 2. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6561**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow a Tattoo Studio on a Tract of Land Zoned C-2 (General Commercial) District Located at 4909 Texoma Parkway, Suite 104, Lot 1, Block 1, Sherman I-75 Addition, City of Sherman, Grayson County, Texas (Norcan Enterprises, Inc., Owner; Joseph Jennings, Tenant; and Copley Land Surveying, Surveyor); Prescribing Conditions to the Specific Use Permit; Providing A Penalty Not to Exceed $2,000.00

D. 3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6562**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 6.226 Acres in the J.B McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, Located at 2131 North Loy Lake Road, Heretofore Zoned C-2 (General Commercial) District; Rezoning and Placing the Tract in the MF-30 (Multi-Family Residential) District Zoning Classification, (Matthew Grynwald, Owner; Honey Goel, Representative; Kohinoor Rahman, FK + Architect, LLC, Representative/Architect; and Underwood Drafting & Surveying , 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. 6563**

Amending Sherrnan's Zoning Ordinance/Code of Ordinances Chapter 14 and Granting a Specific Use Permit to allow Automobile, Motorcycle, Boat or Trailer Sales, New or Used, on a Tract of Land Zoned C-2 (General Commercial) District Located at 2500 Texoma Parkway, Consisting of 5.933 acres in the R. Hendrix Survey, Abstract No. 504, City of Sherman, Grayson County, Texas (John E. Russell, RFJ Auto Properties, LLC, Owner; Jeremy Nelson, Representative; Kirkman Engineering, Engineer; Landprint Landscape Architecture and Urban Design, Landscape Architect; and Barton Chapa Surveying, LLC, Surveyor); Prescribing Conditions to the Specific Use Permit; Providing A Penalty Not to Exceed $2,000.00

D. 5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6564**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 24.535 acres in part of the Robert Foster Survey, Abstract No. 420 and the James A. Foster Survey, Abstract No. 418, City of Sherman, Grayson County, Texas, located in the 101-201 Blocks East Shepherd Road and the 6601-6801 Blocks South Highway 75 heretofore zoned R-6 (Single-Family Residential) District; Rezoning and Placing the Tract in the C-1 (Retail Business) District Zoning Classification (Badresh Trifdei, Prograce Shepherd LLC, Owner; Bohler Engineering, Engineer; and Nexmetro Communities, Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6565**

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 29.776 acres in Part of the Robert Foster Survey, Abstract No. 420 and the James A. Foster Survey, Abstract No. 418, City of Sherman, Grayson County, Texas, located in the 101-201 Blocks East Shepherd Road and the 6601-6801 Blocks South Highway 75, heretofore zoned R-6 (Single-Family Residential) District; Rezoning and placing the tract in the MF-15 (Multi-Family Residential) District Zoning Classification (Badresh Trifdei, Prograce Shepherd LLC, Owner; Bohler Engineering, Engineer; and Nexmetro Communities, Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6566**

Adopting a Revised Official Zoning Map

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 1.**

Meeting Date: 02/06/2023

Prepared By: Zachary Flores, Executive Director of Public Safety

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7024

Confirming the Employment of the Sherman Fire Department's Fire Chief

Issue:

To consider confirming the employment of the Sherman Fire Department's Fire Chief

Background:

The need to appoint a new Fire Chief comes with the recent announcement of current Chief Danny Jones' retirement, effective January 1, 2023. Sherman's City Charter, Article IV, Section 2(d), grants the City Manager the power and duty to appoint the Fire Chief, "subject to the council's approval." In addition, such Council confirmation is required by Section 143.013 of the Local Government Code.

Over the past couple of months, the City Manager conducted a competitive internal search process to identify a new Fire Chief, which resulted in five applicants. Upon completion of the search, the City Manager selected Billy Hartsfield as the Fire Chief.

Hartsfield has worked for the City of Sherman since 2007. He has served as a Firefighter/Paramedic, Engineer, Captain, and Division Chief/Fire Marshall. Hartsfield has shown exceptional leadership in his time at the Sherman Fire Department and has performed above expectations during his time as the Acting and Interim Fire Chief. Hartsfield meets all of the requirements in Local Government Code Section 143.013 to be appointed Sherman's Fire Chief.

The City Manager asks the council to confirm his selection of Hartsfield as the Fire Chief.

Origination:

City Manager Robby Hefton

Financial Consideration:

This position is budgeted.

Staff Recommendation:

The City Manager recommends that the Council approve this Resolution confirming the employment of Billy Hartsfield as Sherman's new Fire Chief.

Alternatives:

None recommended

Attachments

Resolution No. 7024

RESOLUTION NO. 7024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CONFIRMING THE EMPLOYMENT OF THE SHERMAN FIRE DEPARTMENT'S FIRE CHIEF; 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 Manager of the City of Sherman has offered employment to Mr. Billy Hartsfield as the Fire Chief of the City of Sherman Police Department, which Mr. Hartsfield has accepted; and

WHEREAS, Chapter 143 of the Local Government Code and Article IV, Section 2(d) of the Sherman City Charter require such appointment to be confirmed by the City Council;

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

SECTION 1. That Mr. Billy Hartsfield is hereby confirmed as the Fire Chief for the City of Sherman Fire Department.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of February 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 2.**

Meeting Date: 02/06/2023

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7025

Declaring the City of Sherman's Intention to Participate in an Economic Development Program to Promote Development/ Redevelopment in Tax Increment Reinvestment Zone Number 2; Establishing Guidelines and Criteria

Issue:

Creating the Downtown Building Improvement Grant program.

Background:

The City of Sherman seeks to replace its Downtown Building Restoration and Improvement Grant Program with a more streamlined, generous program titled the "Downtown Building Improvement Grant". The DBIG would improve upon its predecessor in the following ways:

- Changing the funding source from the Hotel/Motel Tax Fund to the downtown Tax Increment Reinvestment Zone.
- Increasing the maximum yearly grant from $25,000 to $50,000.
- Increasing the allowable monetary match from 4:1 to 2:1 for certain improvements.
- Removing fee requirements for approved projects.
- Requiring 80% occupancy for the five-year window following project completion.
- Providing for multi-year eligibility for any project totaling more than $500,000.
- Providing eligibility for residential improvements.

The City of Sherman believes the DBIG program will provide additional flexibility for applicants while increasing the financial impact of the funds disbursed.

Origination:

City Manager Robby Hefton
Executive Director of Public Safety Zachary Flores
Community and Support Services Manager Nate Strauch

Financial Consideration:

Changing the funding mechanism from the Hotel/ Motel Tax Fund to the TIRZ will allow for additional grants while providing relief for the overburdened HOT Fund. Total program costs will vary depending on interest, fund balance, and project eligibility, but are estimated at approximately $100,000 per year.

Staff Recommendation:

Staff recommends approval

Alternatives:

As directed by Council

Attachments

Resolution No. 7025

Program Guidelines and Application

RESOLUTION NO. 7025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DECLARING THE CITY OF SHERMAN'S INTENTION TO PARTICIPATE IN AN ECONOMIC DEVELOPMENT PROGRAM TO PROMOTE DEVELOPMENT/REDEVELOPMENT IN TAX INCREMENT REINVESTMENT ZONE NUMBER 2; ESTABLISHING GUIDELINES AND CRITERIA; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City of Sherman intends to participate in an economic development program to promote development/redevelopment in Tax Increment Reinvestment Zone Number 2 and to establish program guidelines.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of February 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Downtown Building Improvement Grant

Guidelines and Policies

Policy Statement

The Downtown Building Improvement Grant program is designed to stimulate improvements to existing, historic buildings in the downtown Tax Increment Reinvestment Zone of the City of Sherman, Texas. The goal of this program is to enhance the physical appearance and economic vitality of downtown Sherman, and to promote public/private investment to complement ongoing historical revitalization efforts.

Program Description

This program is designed to make positive, high-impact visual improvements to historically significant commercial and residential buildings by providing an overall enhanced image for downtown Sherman, thereby attracting visitors to shop, dine, and do business downtown.

The program provides a maximum grant of $50,000 per project, per year as a matching monetary incentive to the owners or tenants of historically significant commercial or residential properties in the downtown TIRZ.

In most cases, for every $4 the applicant invests in the renovation or improvement of the subject property, the City will reimburse $1 of qualified expenditures, up to the maximum grant authorized by the City Council, not to exceed $50,000 per project, per year.

For improvements required by any City of Sherman department – including but not limited to grease traps, sprinkler systems, and plumbing improvements – the City will reimburse $1 for every $2 spent by the applicant, up to $50,000 per project, per year.

Likewise, any portion of a project to restore a historic façade (e.g. removing "modernized" cladding to reveal original architecture), is eligible for the increased 2:1 match. The City Council retains authority to decide the final matching amount and funding ratio on any project.

Any City building permit for work covered under this grant will not be charged any fees for those permits. However, this provision is NOT retroactive and applies only to building permit fees incurred after approval.

Eligibility

Historic buildings within the downtown TIRZ that are of a commercial, residential, retail, service, or professional use are eligible to participate in the program. For the purposes of this grant, "historic" refers to any building built more than 50 years before the current year.

Assistance under this program will be considered subject to the availability of funding and subject to the approval of the City Council.

Minimum Guidelines

To be approved for a grant under this program, projects must make a substantial improvement to the building, at the discretion of City staff and City Council. Routine upgrades such as painting are considered maintenance, not an improvement.

Building improvements should maintain the character of the downtown area. Program funds shall be made available only to projects that enhance and are sensitive to the historical nature of the structure. The design drawings must be approved by the City in order to access funding for improvement.

Buildings improved with funds from this program must remain occupied for at least 4 of the 5 years following the completion of the project. Any applicant who fails to satisfy this requirement will not be eligible for additional grants under this program, and the City reserves the right to claw back funds paid to the applicant under this program. For the purposes of this grant, "Occupied" refers to ongoing commercial, residential, retail, service, or professional use, and does not include passive uses such as storage, as determined by the City in its sole discretion.

Retroactive applications will not be accepted. Only work that is currently underway or has yet to begin at the time of approval qualifies for reimbursement.

Grants are provided on a first-come, first-served basis. The City reserves the right to amend or modify these Guidelines and program eligibility and requirements at any time.

Additional requirements:

- Improvements to be undertaken shall conform to the City's then-current codes and any other then-current policies and regulations applying to the subject property.
- For properties with multiple storefronts, it is recommended that the façade treatment provide a cohesive theme while also allowing for some distinctive design elements to the various businesses, such as signage, exposing transom windows, lighting, flower boxes, murals, etc., to provide better street visibility and promote economic development downtown.

- Permits for any project under this program must be obtained no more than six (6) months after Council approval. The approval of an application under this program is considered null and void if this requirement is not met or if permits have expired without the work being completed. If those permits expire, the applicant must re-apply.

- Any project with a verified, third-party bid for work totaling more than $500,000 is eligible to be considered for a grant for each budget year during which work is ongoing, so long as the total amount granted in the previous year has been exhausted. Applicants will be eligible for a second grant covering only the remaining, unpaid work, not for work that has already been completed.

Eligible Improvements

Eligible improvements must be permanent in nature as determined by the City of Sherman in its sole discretion. All improvements must be consistent with the City of Sherman Master Plan, zoning ordinance, building regulations, and other applicable laws. Eligible costs include the cost of materials, equipment, and contracted labor to complete eligible improvements, including, but not limited to, the following:

- Commercial code compliance renovations
- Permanent commercial interior remodeling improvements
- Permanent commercial site (exterior) improvements
- Compliance with Americans with Disabilities Act (ADA) for commercial properties
- Work necessary to bring the structure up to life-safety code standards
- Installation, repair, and replacement of exterior doors and hardware
- Repair, replacement, or addition of exterior shutters and awnings/canopies
- Repair, replacement, or purchase of signs (when performed as part of an overall façade improvement)
- Repair and replacement or installation of interior and exterior stairs, porches, railings, and exit facilities
- Repair and rebuilding of interior and exterior walls, including cleaning, sealing, tuckpointing and painting
- Repair or replacement of frames, sills, glazing, replacement of glass and installation of new windows
- Installation of permanently affixed landscaping, such as stone or brick planters
- Installation, repair, or replacement of exterior lighting
- Mechanical, including rewiring, replumbing, insulation, mechanical systems/climate control

Ineligible Improvements include:

- Furnishings and equipment purchases
- Working capital
- Inventory financing
- Title reports and legal fees
- Extermination of insects, rodents, vermin, and other pests
- Improvements that do not comply with City of Sherman Master Plan, Zoning Ordinance, Building Regulations, and other applicable laws

Application Process

Program Application and Agreement forms are available on the City of Sherman website, www.cityofsherman.com. The application process is as follows:

After reviewing the program guidelines, the applicant will meet with City staff to discuss the work to be undertaken. If the proposed work is within the program guidelines, as determined by City staff in its sole discretion, a completed application is submitted to the City. Written bids, sketches, color samples, and material supplies should be included with the complete application, as well as proof of ownership or a lease agreement. The applicant is responsible for submitting plans and specifications to the City and obtaining all required planning and building permits, and any other applicable approvals.

The Sherman City Council will consider the recommendations made by the City staff and will make its decision in a public meeting.

Deviations from approved plans and specifications may disqualify the applicant from reimbursement under this grant program unless those changes are approved by City staff. False or incomplete information submitted by the applicant to the City also shall disqualify the applicant for reimbursement. Any applicant disqualified for these reasons or denied for a grant has the right to appeal to the City Manager, who will make a final determination. Any appeals must be in writing, state the grounds for the appeal, and submitted within 10 days of the date of disqualification or denial.

Funds will be reimbursed only after payment has been made by the applicant. Reimbursement claims for all eligible expenses must be submitted along with cancelled checks and matching invoices/receipts for eligible work. Any invoices paid more than eighteen months after City Council approval of a grant application is not eligible for reimbursement. The City reserves the right to require the return of funds provided, plus interest and collection costs, in the event the applicant fails to complete the work or otherwise fails to comply with any applicable program guidelines and requirements, ordinances or other laws.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Downtown Tax Increment Reinvestment Zone

An online version of this map is available here:
https://experience.arcgis.com/experience/6000d76bee8f4c47a07f21e9a9ceae6a

Downtown Building Improvement Grant Application and Agreement

The information requested below will be used to process your application under the terms and conditions of the City of Sherman's Downtown Building Improvement Grant. All grant applications must include pictures of the current building, designs or renderings of the finished product, and historical pictures, if available.

I. Applicant Information

1. Applicant(s) name:_____

   Mailing address:_____

   City:_____ State:_____ Zip:_____

2. Applicant's daytime telephone number:_____

   E-mail address:_____

3. Status of applicant (please check one)
   - ____ Property owner with vacant facility
   - ____ Property owner with tenant business
   - ____ Property owner/operator of existing business on property
   - ____ Property tenant with property owner consent
   - ____ Property deed, lease, or other document evidencing applicant's status

5. Length of ownership/ lease: _____
   Date purchased/ leased: _____

II. Property Information

1. Address of property to be improved: _____

2. Legal description of subject property:
   _____
   _____

3. Grayson County Tax Assessor Parcel Number(s):
   _____

4. Year built: _____ Square footage: _____
   (Eligible buildings must be at least 50 years of age.)

6. What are the current types of businesses or other uses occupying the building?
   _____
   _____
   _____

7. Name and phone number of tenant(s), if applicable: _____

_____

(Attach additional names/numbers, if needed)

8. Use of building after construction: _____

_____

9. Number of parking spaces provided: _____ Proposed:_____ Total:_____

10. Current zoning:_____

11. Is a zoning amendment required? Yes___ No___

III. Project Description

1. Description of Proposed Improvements. Please provide a detailed description of your proposed improvements. Attach a copy of your architectural or design plans.

Description:_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

☐ **Designs Attached** ☐ **"Before" Picture(s) Attached**

2. How many jobs will be **retained** once the project is completed?

_____ Full-time positions _____ Part-time positions

3. How many **new positions** will result from this project?

_____ Full-time positions _____ Part-time positions

IV. Work Estimates

Please attach a minimum of two (2) independent contractor estimates for the proposed improvements. Please note that grant funding shall be based on the lowest bid. Eligible costs shall be the cost of materials, equipment, and contracted labor to complete eligible improvements.

1. Name/Company and Phone Number of Preferred Contractor:

_____

_____

Amount:_____

2. Name/Company and Phone Number of Second Contractor:

_____

_____

Amount: _____

3. Additional Estimates/Comments: (Please attach additional quotes, as required)

4. Total estimated costs of your improvements: _____

5. Estimated completion date for your improvements? _____

VI. Agreement of Applicant and Property Owner

I/We, _____, of the City of Sherman, County of Grayson, State of Texas, declare under penalty of perjury that the information contained in this application is true and correct and that the information contained in the documents that accompany this application is true, correct, and complete. I/We certify and warrant that the proposed work described in this Application meets the eligibility requirements of the City of Sherman Downtown Building Improvement Grant Program. In exchange for the City of Sherman's consideration of this application, I/We hereby agree to the following:

I/We hereby authorize City of Sherman employees and agents to perform inspections of my/our property if granted funds under the City of Sherman Downtown Building Improvement Grant Program, both before and during the work for which funds are granted under this Program and after completion of the work to ensure compliance with the terms and conditions of the Program and all other applicable ordinances and other laws.

I/We acknowledge that any work carried out prior to written confirmation of grant approval may not be eligible for reimbursement.

I/We acknowledge receiving, understanding, and accepting the terms and conditions of the City of Sherman Downtown Building Improvement Grant Program, and agree to fully comply with the same along with all other applicable ordinances and other laws, all of which are incorporated herein by reference, if granted funds under the Program. I agree that the City of Sherman is entitled to the immediate return or reimbursement of any and all funds paid to the Applicant or other persons under the Program, plus interest and collection costs, in the event the Applicant fails to complete the work for which the grant was approved or otherwise fails to comply with all applicable Program guidelines and requirements, ordinances and other laws. I/We Applicants further acknowledge and agree that, if funds provided by the City to the Applicant under the Program are determined at any time not to comply with applicable state laws relating to the authorized uses of such funds, all funds paid to the Applicant or other persons under the Program shall be immediately returned or reimbursed to the City.

Chapter 2264 Certification: Pursuant to Chapter 2264 of the Texas Local Government Code, I/We hereby certifies that the Applicant's business, or a branch, division, or department of the Applicant's business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If after receiving this grant from the City of Sherman, Applicant, or a branch, division, or department of Applicant's business, is convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the grant with interest, at the rate and according to the terms provided by this Agreement under Section 2264.053 of the Texas Local Government Code, not later than the 120th day after the date

the Applicant is notified of the violation. I/We agree that this document serves as an agreement under Chapter 380 of the Texas Local Government Code.

I/We agree to indemnify, release, defend and hold harmless the City of Sherman and its officers, employees and agents, from and against all claims, losses, liabilities, damages, suits, actions, or proceedings asserted or brought by any person, including Applicant and the property owner and their respective officers, employees, agents, contractors, and subcontractors, arising out of personal injury, death or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities completed hereunder.

_____

Applicant or Authorized Agent of Applicant

_____

Property Owner (if different from Applicant)
or Authorized Agent of Property Owner

VII. Consent of the Owner to the Use and Disclosure of Information

I/We, _____, am the owner of the land that is the subject of this Application, and I/we authorize and consent to the use by or the disclosure to any person or public body, including the City of Sherman, of any personal or other information that is collected for the purposes of processing this application and administering the grant program. (*Note: Information provided in this application will become a public record, subject to disclosure under the Texas Public Information Act and/or Texas Open Meetings Act.)*

_____ _____

Date Signature of Owner(s)

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 3.**

Meeting Date: 02/06/2023

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7026

Authorizing Execution of an Agreement with David Downtain, d/b/a RP Sherman Properties II, LLC under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program for Improvements to 211 West Lamar Street

Issue:

An agreement with David Downtain, d/b/a RP Sherman Properties II, LLC for a Building Restoration and Improvement Grant for improvements to a historically significant, Central Business District property at 211 West Lamar Street (The Carpet Store)

Background:

The Downtown Building Improvement Grant is designed to stimulate substantial, visible, and permanent improvements to historically significant buildings and to spur interest in vacant and underutilized buildings of historical value in the downtown TIRZ. Grants under the program are awarded at the City Council's sole discretion, in the maximum amount of $50,000 per project, per year.

This application is the first received under the new program. The project is to restore the historic structure established in approximately 1940 and located at 211 West Lamar Street in Downtown Sherman. The project will restore and renovate the interior and exterior of the 7,471-square-foot structure. The expected qualified costs for the proposed renovation work are approximately $525,572. The project qualifies for a matching grant of $50,000.

Origination:

Community and Support Services Manager Nate Strauch

Financial Consideration:

The project is eligible for a DBIG grant in the amount of $50,000.

Staff Recommendation:

As the application meets the requirements of the program, it is recommended that the City Council consider an award to David Downtain, d/b/a RP Sherman Properties II, LLC, in the amount of $50,000.

Alternatives:

As directed by Council

Attachments

Resolution No. 7026
Grant Application
Total project costs
Location Map

RESOLUTION NO. 7026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH DAVID DOWNTAIN, D/B/A RP SHERMAN PROPERTIES II, LLC UNDER THE CITY OF SHERMAN'S CENTRAL BUSINESS DISTRICT HISTORIC BUILDING RESTORATION AND IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO 211 WEST LAMAR STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with David Downtain, d/b/a RP Sherman Properties II, LLC for improvements to 211 West Lamar Street under the City of Sherman's Central Business District Historic Building Restoration and Improvement Grant Program, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of February 2023.

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

Downtown Building Improvement Grant Application and Agreement

The information requested below will be used to process your application under the terms and conditions of the City of Sherman's Downtown Building Improvement Grant. All grant applications must include pictures of the current building, designs or renderings of the finished product, and historical pictures, if available.

I. Applicant Information

1. Applicant(s) name: RP Sherman Properties II, LLC

   Mailing address: 1200 N East Street

   City: Sherman State: TX Zip: 75090

2. Applicant's daytime telephone number: 972-832-8011

   E-mail address: ddowntain@risenproperties.com

3. Status of applicant (please check one)
   - _X_ Property owner with vacant facility
   - ____ Property owner with tenant business
   - ____ Property owner/operator of existing business on property
   - ____ Property tenant with property owner consent
   - ____ Property deed, lease, or other document evidencing applicant's status

5. Length of ownership/ lease: 19 Months
   Date purchased/ leased: June 25, 2021

II. Property Information

1. Address of property to be improved: 211 W Lamar St. Sherman TX 75090

2. Legal description of subject property:
   OTP SHERMAN, BLOCK 4, LOT PT 4, 5, 6, & 7, 53.5X150 8025 SQ FT

3. Grayson County Tax Assessor Parcel Number(s):
   161870

4. Year built: 1940 Square footage: 7471
   (Eligible buildings must be at least 50 years of age.)

6. What are the current types of businesses or other uses occupying the building?
   N/A - Vacant

7. Name and phone number of tenant(s), if applicable: N/A

(Attach additional names/numbers, if needed)

8. Use of building after construction: Lease Space – Possible restaurant, retail, other

9. Number of parking spaces provided: 4 Proposed: _____ Total: 4

10. Current zoning: Central Business District C-1

11. Is a zoning amendment required? Yes___ No_X_

III. Project Description

1. Description of Proposed Improvements. Please provide a detailed description of your proposed improvements. Attach a copy of your architectural or design plans.

Description: We plan to completely renovate the full exterior of the building and create a front façade that honors the historic tradition and embraces the progress and revitalization of downtown Sherman. The exterior renovations include: Window replacement, Replacement of deteriorated siding and trim, Full exterior paint, Roof Replacement (TPO with polyiso insulation). Roof replacement requires extensive structural repairs of joists and decking.

Infrastructure Upgrades include: Primary electrical service replacement, Full sewer in slab, pouring 3" concrete foundation overlay.

These improvements will have the building ready for Phase 2 - tenant finish-out – build to suit.

X Designs Attached	**X "Before" Picture(s) Attached**

2. How many jobs will be **retained** once the project is completed?

_____ Full-time positions _____ Part-time positions

3. How many **new positions** will result from this project?

_____ Full-time positions _____ Part-time positions

IV. Work Estimates

Please attach a minimum of two (2) independent contractor estimates for the proposed improvements. Please note that grant funding shall be based on the lowest bid. Eligible costs shall be the cost of materials, equipment, and contracted labor to complete eligible improvements.

1. Name/Company and Phone Number of Preferred Contractor:
D2 Builders, LP 940-289-0200

Amount: 276,000 Budget – Cost Plus

2. Name/Company and Phone Number of Second Contractor:
Joe Tully, PintrailRestoration.com 469-642-9910

Amount: 301,000.00 Budget Cost Plus

3. Additional Estimates/Comments: (Please attach additional quotes, as required)

4. Total estimated costs of your improvements: Phase 1 275,000 to 300,000

5. Estimated completion date for your improvements? July 1st 2023

VI. Agreement of Applicant and Property Owner

I/We, RP Sherman Properties II, LLC, of the City of Sherman, County of Grayson, State of Texas, declare under penalty of perjury that the information contained in this application is true and correct and that the information contained in the documents that accompany this application is true, correct, and complete. I/We certify and warrant that the proposed work described in this Application meets the eligibility requirements of the City of Sherman Downtown Building Improvement Grant Program. In exchange for the City of Sherman's consideration of this application, I/We hereby agree to the following:

I/We hereby authorize City of Sherman employees and agents to perform inspections of my/our property if granted funds under the City of Sherman Downtown Building Improvement Grant Program, both before and during the work for which funds are granted under this Program and after completion of the work to ensure compliance with the terms and conditions of the Program and all other applicable ordinances and other laws.

I/We acknowledge that any work carried out prior to written confirmation of grant approval may not be eligible for reimbursement.

I/We acknowledge receiving, understanding, and accepting the terms and conditions of the City of Sherman Downtown Building Improvement Grant Program, and agree to fully comply with the same along with all other applicable ordinances and other laws, all of which are incorporated herein by reference, if granted funds under the Program. I agree that the City of Sherman is entitled to the immediate return or reimbursement of any and all funds paid to the Applicant or other persons under the Program, plus interest and collection costs, in the event the Applicant fails to complete the work for which the grant was approved or otherwise fails to comply with all applicable Program guidelines and requirements, ordinances and other laws. I/We Applicants further acknowledge and agree that, if funds provided by the City to the Applicant under the Program are determined at any time not to comply with applicable state laws relating to the authorized uses of such funds, all funds paid to the Applicant or other persons under the Program shall be immediately returned or reimbursed to the City.

Chapter 2264 Certification: Pursuant to Chapter 2264 of the Texas Local Government Code, I/We hereby certifies that the Applicant's business, or a branch, division, or department of the Applicant's business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If

after receiving this grant from the City of Sherman, Applicant, or a branch, division, or department of Applicant's business, is convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the grant with interest, at the rate and according to the terms provided by this Agreement under Section 2264.053 of the Texas Local Government Code, not later than the 120th day after the date the Applicant is notified of the violation. I/We agree that this document serves as an agreement under Chapter 380 of the Texas Local Government Code.

I/We agree to indemnify, release, defend and hold harmless the City of Sherman and its officers, employees and agents, from and against all claims, losses, liabilities, damages, suits, actions, or proceedings asserted or brought by any person, including Applicant and the property owner and their respective officers, employees, agents, contractors, and subcontractors, arising out of personal injury, death or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities completed hereunder.

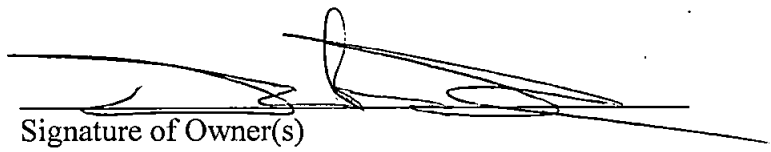
Applicant or Authorized Agent of Applicant

Property Owner (if different from Applicant)
or Authorized Agent of Property Owner

VII. Consent of the Owner to the Use and Disclosure of Information

I/We, RP SHERMAN PROPERTIES, II, LLC, am the owner of the land that is the subject of this Application, and I/we authorize and consent to the use by or the disclosure to any person or public body, including the City of Sherman, of any personal or other information that is collected for the purposes of processing this application and administering the grant program. (*Note: Information provided in this application will become a public record, subject to disclosure under the Texas Public Information Act and/or Texas Open Meetings Act.)*

2/1/2023
Date



Signature of Owner(s)

211
211
LOVE
OFFICE

211
211
BRANDS

211
211
BRANDS

211 W Lamar Renovation Cost:

Plumbing	47,000
Primary Electric	32,000
Fire Sprinkler	42,000
Mechanical/HVAC	58,000
Exterior Façade	59,000
Roof	63,000
Floor Cap/Flooring	29,000
Interior Finishes	161,000
Parking Lot/Misc	12,000
	503,000

Summary of Estimate from d2 Builders

Structural Joist Repplacement Roof Decking	$	28,000.00	
Roof Composition - Rear Structure TPO w/ Polyiso	$	72,000.00	
Side Window Replacement 10 replacement window with new Metal exterior trim	$	10,800.00	
Replace Rotten Wood And Siding Replace siding on rear structure Replace rotten trim Gutter replacement	$	17,500.00	$ 276,800.00
Exterior Paint Prep building less front façade Paint Sides and rear of building	$	14,000.00	
New Interior Sewer Remove concrete and trench new plumbing locations per plan	$	18,000.00	
New Primary Electrical Replcae electriacl primary service with 200 AMP and disconnet	$	9,500.00	
Concrete Slab Overlay Pour and finish 3" reinforced concrete slab to	$	32,000.00	
Front Façade Design and Build New Front Façade Budgetary Number to Include Cladding, Siding or Stucco, Glazing, New Door, Steel, and Awning	$	75,000.00	

Summary of Estimate from Pintrail Restoration

Structural Joist Repplacement Roof Decking	$	25,000.00	
Roof Composition - Rear Structure TPO w/ Polyiso	$	78,500.00	
Side Window Replacement 10 replacement window with new Metal exterior trim	$	12,500.00	
Replace Rotten Wood And Siding Replace siding on rear structure Replace rotten trim Gutter replacement	$	18,000.00	$ 301,000.00
Exterior Paint Prep building less front façade Paint Sides and rear of building	$	15,500.00	
New Interior Sewer Remove concrete and new plumbing locations per plan	$	21,000.00	
New Primary Electrical Replcae electriacl prim with 200 AMP and disconnet	$	12,800.00	
Concrete Slab Overlay Pour and finish 3" rein concrete slab to	$	36,200.00	
Front Façade Design and Build New Budgetary Number to Include Cladding, Siding or Stucco, Glazing, New Door, Steel, and Awning	$	81,500.00	

d2 Built

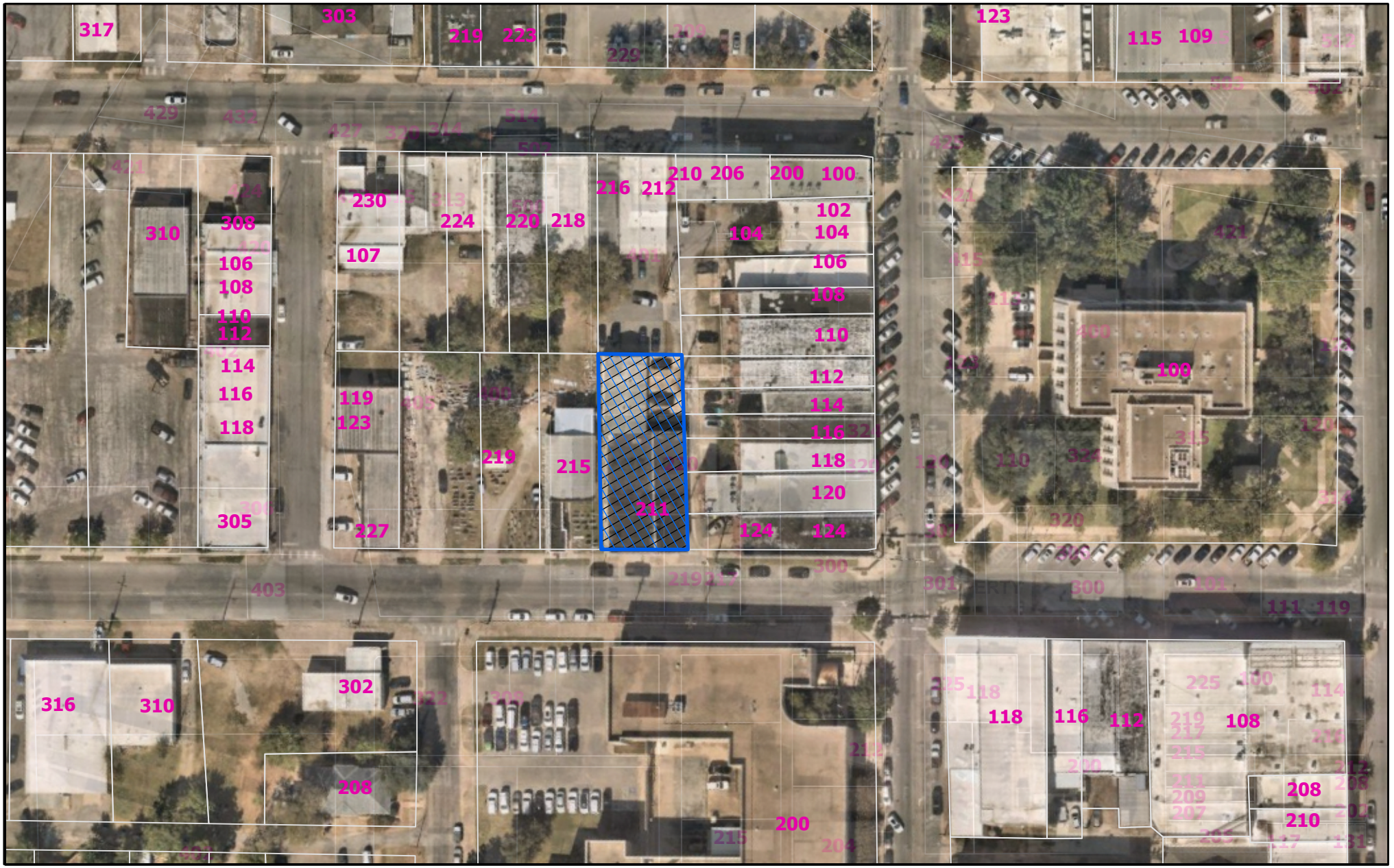
211 W Lamar Improvement Budget
Renovation Information:

Historic Façade Replacement/Update	72,600	
Plumbing	39,800	
Primary Electric	41,400	
Fire Sprinkler	41,772	
Mechanical/HVAC	58,000	
Roof	63,000	
Floor Cap/Flooring	29,000	
Interior Finishes	161,000	
Parking Lot/Misc	19,000	
		525,572
Projected Total		**525,572**

Pintrail Restoration

211 W Lamar Improvement Budget
Renovation Information:

Historic Façade Replacement/Update	69,800	
Plumbing	41,600	
Primary Electric	44,000	
Fire Sprinkler	42,500	
Mechanical/HVAC	61,000	
Roof	67,500	
Floor Cap/Flooring	34,000	
Interior Finishes	172,000	
Parking Lot/Misc	16,000	
		548,400
Projected Total		**548,400**



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

211 W Lamar St.

N
W E
S

Date: 2/3/2023 10:31 AM

Scale: 1:2,400

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 4.**

Meeting Date: 02/06/2023

Prepared By: Shawn Hackworth, IT Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7027***

Requesting Authorization to Purchase NeoGov Applicant Tracking and E-forms Software-As-Service from SHI International Corporation Through the OMNIA Partners Purchasing Cooperative

Issue:

Requesting authorization to purchase applicant tracking and e-forms software-as-service from SHI International Corporation for the Human Resources department.

Background:

The addition of NeoGov applicant tracking and e-forms software-as-service will improve applicant tracking and related work flow in the Human Resources department. This purchase will be under an active contract with SHI International Corporation through the OMNIA Partners purchasing cooperative and satisfies competitive bidding requirements under Texas Local Government Code Chapter 271. The attached quote is for a 3-year term.

Origination:

Information Technology Services

Financial Consideration:

Funding for the first year is available through General Fund Reserves. The cost of the first year is $53,534.20 including setup and implementation. The second and third years are $48,408.60 and $53,238.40, respectively.

Staff Recommendation:

It is recommended that staff be authorized to purchase NeoGov applicant tracking and e-forms software-as-service from SHI International Corporation through the OMNIA Partners purchasing cooperative.

Alternatives:

As may be directed by City Council

Attachments

Resolution No. 7027
SHI Quote

RESOLUTION NO. 7027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REQUESTING AUTHORIZATION TO PURCHASE NEOGOV APPLICANT TRACKING AND E-FORMS SOFTWARE-AS-SERVICE FROM SHI INTERNATIONAL CORPORATION THROUGH THE OMNIA PARTNERS PURCHASING COOPERATIVE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to authorize the purchase of NeoGov Applicant Training and E-forms Software-as-Service from SHI International Corporation through OMNIA Partners Purchasing Cooperative, in accordance with all contract documents attached hereto and made a part hereof for all purposes. Funds for this purchase are being committed out of the City of Sherman's General Fund Reserves.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 6th day of February 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____

LINDA ASHBY, CITY CLERK **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

Pricing Proposal
Quotation #: 23004102
Created On: 1/24/2023
Valid Until: 3/1/2023

TX-City of Sherman

Craig Long
P.O. Box 1106
Sherman, TX 75090
United States
Phone: 9038927206
Fax:
Email: craigl@cityofsherman.com

PubSec Inside Account Executive

Shanice Saunders
290 Davidson Ave
Somerset,NJ 0873
Phone: 800-527-6389 x.555-XXXX
Fax:
Email: shanice_saunders@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	NeoGov Prorated Term includes: Insight Subscription, Insight Setup, Onboard Subscription, Onboard Setup, eForms Subscription, eForms Setup, Single Sign On Subscription, Single Sign on Setup, New Hire Export Subscription, New Hire Export Setup NEOGOV - Part#: ProratedTerm Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 3/1/2023 – 9/30/2023	1	$53,534.20	$53,534.20
2	Year 1, NeoGov Service Subscription includes: Insight Subscription, Onboard Subscription, eForms Subscription, Single Sign On Subscription, New Hire (IN+ON Data) Subscription NEOGOV - Part#: Year1 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 10/1/2023 – 9/30/2024 **Note:** Year 1 of 2.	1	$48,408.60	$48,408.60
3	Year 2, NeoGov Service Subscription includes: Insight Subscription, Onboard Subscription, eForms Subscription, Single Sign On Subscription, New Hire Export (IN+ON Data) Subscription NEOGOV - Part#: Year2 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 10/1/2024 – 9/30/2025 **Note:** Year 2 of 2.	1	$53,238.40	$53,238.40

Subtotal	$155,181.20
Shipping	$0.00
Total	$155,181.20

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3695478; DUNS# 14-724-3096

****Special Conditions****
• Initial Term: March 1st, 2023 - September 30th, 2024
• Pro-Rated SaaS Subscription Fees and Professional Service Fees shall be due net thirty (30) from subscription start date.
• Annual SaaS Subscription Fee invoices shall commence after expiration of the Pro-Rated Term.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 5.**

Meeting Date: 02/06/2023

Prepared By: Shawn Hackworth, IT Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7028***

Awarding a Bid to and Authorizing Execution of a Contract with Rubicon Global, LLC for the Purchase and Implementation of Solid Waste Software

Issue:

To consider awarding a bid to and authorizing execution of a contract to Rubicon Global, LLC, for the purchase and implementation of a solid waste software system. Such a system would provide inventory and tracking of current and future equipment, containers and personnel, route maintenance and optimization with GIS integration, detailed billing capabilities, and an in-vehicle system to provide location and video.

Background:

At the July 5, 2022 meeting, the City Council authorized a request to advertise for the solicitation of proposals for the purchase and implementation of solid waste software. A public request for competitive, sealed proposals resulted in three (3) submittals, which were opened on August 10, 2022. Rubicon Global, LLC of Lexington, KY, received the highest valuation, based on specific criteria detailed in the Request for Proposals.

Origination:

Information Technology Services

Financial Consideration:

The proposed purchase is approximately $76,625.00 for upfront costs and $42,372.00 in annually recurring costs.

Staff Recommendation:

Staff recommends that the City Council award the contract for the purchase and implementation of solid waste software to Rubicon Global, LLC of Lexington, Kentucky.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 7028
Master Agreeement
Service Agreement
Bid Evaluation
Exhibit A _Bid Request
Exhibit B_Rubicon Global Proposal
Exhibits D & E

RESOLUTION NO. 7028

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH RUBICON GLOBAL, LLC, FOR THE PURCHASE AND IMPLEMENTATION OF SOLID WASTE SOFTWARE ; 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 Rubicon Global, LLC, a Kentucky corporation, is hereby awarded the City of Sherman's contract for the purchase and implementation of solid waste software, in accordance with all bid documentation attached hereto and incorporated herein for all purpose.

SECTION 2. That the City Manager is hereby authorized and directed, subject to all contract documents being completed and approved as to form and content by the City Attorney, to execute a contract with Rubicon Global, LLC for the purchase and implementation of solid waste software, in the same or substantially same form as the contract documents attached hereto and incorporated herein for all purposes.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of January 2023.

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: _____
NAME:_____

CITY ATTORNEY

DocuSign Envelope ID: F2F8A739-E18A-4D4C-85E8-8A7417121A20

MASTER SOFTWARE SERVICES AGREEMENT

THIS MASTER SOFTWARE SERVICES AGREEMENT (this "Agreement") is made and entered into as of _____, by and between RUBICON GLOBAL, LLC, a Delaware limited liability company ("Rubicon"), and THE CITY OF SHERMAN, TEXAS, with a principal place of business at 220 W Mulberry St, Sherman, TX 75090 ("Client").

In consideration of the mutual covenants and agreements made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions.

Capitalized terms used and not otherwise defined in this Agreement shall have the following meanings:

1.1 "Affiliate" means any entity that is controlled by Client, where "control" means the ownership of, or the power to vote, more than fifty percent (50%) of the voting stock, shares, or interests in an entity.

1.2 "Agreement" means this Agreement, and any Orders, exhibits, Statements of Work and amendments to the foregoing.

1.3 "Client" means the entity entering into this Agreement and any Affiliate designated in this Agreement or an Order which is authorized to receive the Subscribed Services. Client shall be fully responsible for the performance of all of its Affiliates' obligations under this Agreement.

1.4 "Client Content" means all data, imagery, information and other content (a) transmitted by or on behalf of Client through the System; (b) provided by Client or on Client's behalf for use in connection with the Subscribed Services; or (c) otherwise processed or stored by Rubicon or its contractors on Client's behalf pursuant to this Agreement.

1.5 "Documentation" means the then-current, commercially available user manuals, training materials and technical manuals relating to the Subscribed Services provided to Client by Rubicon pursuant to this Agreement.

1.6 "Effective Date" means the earlier of (a) the date this Agreement and the first Order are accepted and signed by Rubicon; or (b) the date Client begins using or receiving the Subscribed Services.

1.7 "Intellectual Property Rights" means, on a world-wide basis, any and all (a) rights associated with works of authorship, including without limitation, copyrights, copyrightable rights, moral rights and mask work rights; (b) trademark, service mark and trade name rights and any similar rights recognized under applicable law; (c) rights in confidential information and trade secret; (d) patents and patentable rights; (e) all rights with respect to inventions, discoveries, improvements, know-how, formulas, algorithms, processes, technical information and other technology; (f) all other intellectual and industrial property rights of every kind or nature, whether arising by operation of law, contract, license or otherwise; and (g) all international, national, foreign, state and local registrations, applications for registration and any renewals and extensions thereof (including, without limitation, any continuations, continuations-in-part, divisions, reissues, substitutions and reexaminations), all goodwill associated therewith, and all benefits, privileges, causes of action and remedies relating to any of the foregoing (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and extensions; to sue for all past, present and future infringements or other violations relating thereto; and to settle and retain all proceeds from any such actions).

1.8 "Marks" means the trademarks, service marks or trade names of Client.

1.9 "Order(s)" means the order(s), and any amendments thereto, executed by the parties and which references this Agreement. Each Order shall specify the Subscribed Services being subscribed for, the licensing parameters, the term of the Order, the applicable fees, billing period, and other charges, as well as payment terms. Each Order with the terms of this Agreement, and any exhibits and amendments to such Order, is a separate and independent contractual obligation of Rubicon

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from any other Order. In the event of any conflict between the terms of this Agreement and the terms of any such Order, the terms of such Order shall prevail.

1.10 "Professional Services" means implementation, consulting and training services, including without limitation, technical services to facilitate setup and deployment of the Subscribed Services specified in a Statement of Work.

1.11 "Rubicon Software" means Rubicon's proprietary software programs used by Rubicon to provide the Subscribed Services (including, without limitation, all source code, object code, designs, copyrightable works, ideas, inventions, technology and other Intellectual Property Rights therein), as modified, enhanced or replaced by Rubicon from time to time. For the avoidance of doubt, Rubicon Software does not include Client Content.

1.12 "Statement of Work" means a document executed by both parties that describes the Professional Services to be performed by Rubicon pursuant to the Professional Services Terms (as defined in Section 2.6), including without limitation, the project assumptions, specifications, scope, work plan, responsibilities, duration and fees for such Professional Services, which Statements of Work shall reference this Agreement and be sequentially numbered. Each Statement of Work with the Professional Services Terms, and any exhibits, change orders and amendments to such Statement of Work, is a separate and independent contractual obligation of Rubicon from any other Statement of Work.

1.13 "Subscribed Services" means Rubicon's proprietary, web-based services set forth in an Order which are provided to Client on a subscription basis and enable use of the Rubicon Software through the System.

1.14 "System" means the Rubicon Software and the server grade computers and related networks maintained by or on behalf of Rubicon and its third-party providers to host the Rubicon Software and provide the Subscribed Services to Client, all as hereafter modified, enhanced or replaced by Rubicon.

1.15 "Third Party Offerings" means services delivered or performed by third parties independently of Rubicon related to the Subscribed Services, or other online, web-based CRM, ERP, or other business application subscription services, and any associated offline products provided by third parties, that interoperate with the Subscribed Services.

1.16 "Work Product" means any software, data, documentation, graphics, text, code, inventions, pictures, audio, video, animations, enhancements, improvements, methods, processes, works of authorship, work-flow methods or other deliverables or any portions of the foregoing that Rubicon creates, whether alone or jointly, while performing Professional Services or any other services hereunder. Work Product excludes: (a) the Subscribed Services; (b) the System; (c) any generic routines or code that have general application to the Rubicon Software or System; and (d) all modifications, alterations, derivative works and enhancements to the foregoing, and all copies thereof.

2. Services.

2.1 Subscribed Services. Subject to the terms and conditions set forth herein, including without limitation, Client's payment of all applicable fees, Rubicon hereby agrees to provide the Subscribed Services, and in connection therewith, Rubicon hereby grants to Client during the term of the applicable Order a non-exclusive, non-transferable, non-sublicensable, limited right and license to (a) access and use of the Subscribed Services subject to the terms specified in the SOW and as specified in the applicable Order, solely for Client's internal use; (b) to transmit and receive Client Content to and from the System; and (c) use the Documentation in connection with such rights. The rights granted to Client pursuant to any Order shall terminate upon the termination or expiration of this Agreement or the applicable Order for any reason. All rights not expressly granted to Client are reserved by Rubicon and its licensors.

2.2 Limitations. Client shall not: (a) access or use any portion of the Subscribed Services or System except as expressly authorized pursuant to an Order; (b) cause or permit decompilation, reverse assembly or reverse engineering of all or any portion of the Subscribed Services or System; (c) copy any ideas, features, functions or graphics of the Subscribed Services or System or modify or make derivative works based upon the Subscribed Services or System; (d) delete, fail to reproduce or modify any patent, copyright, trademark or other proprietary rights notices which appear on or in the Subscribed Services, System or Documentation; or (e) directly or indirectly, sublicense, relicense, distribute, disclose, use, rent or lease the Subscribed Services or System, or any portion thereof, for third party use, third party training, facilities management or time-sharing, or use as an application service provider or service bureau. Without limiting the foregoing, Client may not use the Subscribed Services or System to: (i) send or store material containing viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs ("Malicious Code"); (ii) interfere with or disrupt the integrity or performance of the Subscribed Services, System or the data contained therein; or (iii) attempt to gain unauthorized access to the Subscribed Services or System.

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2.3 Support. Client will be responsible for providing first line maintenance and support to its authorized end users in connection with the Subscribed Services. Qualified employees of Client who have been trained on use of the Subscribed Services (the "Designated Employees") to contact Rubicon with technical questions or issues with respect to the Subscribed Services and to report System outages or failures. Rubicon shall respond to the technical support questions from the Designated Employees and commence the process of responding to System or Subscribed Services outages or failures in accordance with Rubicon's standard procedures. The Designated Employees shall assist Rubicon in resolving issues with the Subscribed Services and System as Client resources allow. Rubicon acknowledges that limited availability of Designated Employees does not, under any circumstance, waive Rubicon's obligations described in Addendum A. Rubicon is under no obligation to provide functional updates, enhancements or upgrades to the System or Subscribed Services by any time certain.

2.4 System Availability. Rubicon will use commercially reasonable efforts to enable and maintain access to the Subscribed Services. Updates to the System will be scheduled for evenings and/or weekends to minimize disruption. Client acknowledges and agrees that certain portions of the Subscribed Services, including without limitation, data storage, hosting, and System hardware management, may be provided by third party service providers. Rubicon will provide ongoing management of the System, located at the third-party provider's location, in accordance with Rubicon's agreement with the third-party provider(s), in order to maintain the best practical availability of the Subscribed Services. Rubicon may change its third-party data hosting provider to another hosting provider, in Rubicon's sole discretion, from time to time. Additional system availabilities can be found in Addendum A.

2.5 Browsers. Client acknowledges and agrees that the Subscribed Services will only be compatible with and support use with the most recently superseded version for one year from the date of the general release of the then-current version, of the following browsers: Edge, Firefox, Safari and Google Chrome.

2.6 Professional Services. If requested and as available, Rubicon will provide Client with Professional Services pursuant to mutually agreeable Statements of Work in accordance with the Professional Services Terms attached hereto as Exhibit A ("Professional Services Terms").

2.7 Provisioning of the Subscribed Services. Rubicon may update the functionality and user interface of the Subscribed Services from time to time in its sole discretion as part of its ongoing improvement of the Subscribed Services. Client agrees that its subscription to the Subscribed Services is neither contingent on the delivery of any future functionality or features beyond that available on the Effective Date of this Agreement nor dependent on any oral or written public comments made by Rubicon regarding future functionality or features. The Subscribed Services contain no known Malicious Code.

3. Client Obligations.

3.1 Resources. Except as expressly set forth herein, Client and its end users shall be solely responsible for providing all resources, equipment and software at its or their respective facilities which are necessary for them to access the System and/or receive the Subscribed Services. Client and its end users must provide all equipment and licenses necessary to access and use the Internet, and pay all fees associated with such access and use. To the extent Rubicon's provision of the Subscribed Services requires data, documents, information or materials of any nature to be furnished, in whole or in part, by Client or its employees, agents, contractors, representatives or authorized users, Client will cause such employees, agents, contractors, representatives and authorized users to furnish such data, documents and information in a manner which permits Rubicon to perform the Subscribed Services as contemplated herein.

3.2 Third Party Coordination; Required Consents. To the extent the Subscribed Services require access to a third party service provider who is under contract with Client, or access or use of such provider's information or interconnection with such provider's services, facilities, technology or systems in order to receive or transmit Client Content, Client shall be responsible for obtaining any required third party licenses or consents necessary for Rubicon to access and use such information, services, facilities, technology or systems.

3.3 Third-Party Web Sites, Products and Services. The Subscribed Services may rely on or require that Client access Third Party Offerings. If Client elects to use the Subscribed Services with Third Party Offerings, Client agrees that: (a) its use of Third Party Offerings must at all times comply with the terms of service governing such offerings (including, without limitation, the Samsara Terms of Service set forth in Addendum C attached hereto); and (b) notwithstanding anything to the contrary, Rubicon has the right to export and import Client Content to and from such Third-Party Offerings for purposes of delivering the Subscribed Services purchased by Client. Client's or its user's use of third-party websites must at all times

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comply with the terms of service governing such websites. Client understands and agrees that the availability of the Subscribed Services, or certain features and functions thereof, is dependent on the corresponding availability of Third-Party Offerings or specific features and functions of Third-Party Offerings. Rubicon will not be liable to Client or any third party in the event that changes in Third Party Offerings cause the unavailability of the Subscribed Services or any feature or function thereof. Rubicon may also refer Client to third party service providers that offer Third Party Offerings. Rubicon does not make any representations or warranties regarding any such Third Party Offerings, whether or not such Third Party Offerings or services are designated by Rubicon as "certified," "approved," "recommended" or otherwise, or the services are provided by a third party that is a member of a Rubicon partner program. To the extent that Rubicon requires that Client grant Rubicon authorizations, passwords or other user credentials to a Third-Party Offering ("Rubicon Access Codes") to retrieve Client Content or to enable interoperability with the Subscribed Services, Client shall promptly provide such Rubicon Access Codes.

3.4 Integrated Third-Party Software. Rubicon may integrate third-party computer software into the Subscribed Services. In such an event, Rubicon will obtain, at no additional charge to Client, all rights necessary for Client to use such third-party computer software with the Subscribed Services. All free software is distributed to Client WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. A copy of the free software is included with the Subscribed Services. Rubicon disclaims on behalf of all individuals or entities that distributed such free software to Rubicon (the "Contributors") all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose; and Rubicon excludes on behalf of all such Contributors (i) all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits; and (ii) any provisions which differ from this Agreement which are offered by any particular Contributor alone and not by any other party.

3.5 Section intentionally left blank.

3.6 Activity. Rubicon will provide Client access to the Subscribed Services by issuance of a confidential site address and passwords to Client. Client is responsible for maintaining the confidentiality of such address and passwords and any activity that transpires through the use of such address and passwords. Client shall: (a) notify Rubicon immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (b) report to Rubicon immediately and use reasonable efforts to stop immediately any unauthorized copying or distribution of Client Content that is known or suspected by Client; and (c) not impersonate another Rubicon client or user or provide false identity information to gain access to or use of the Subscribed Services.

4. Prices; Ordering; Payment.

4.1 Invoicing and Payment. Except as otherwise specified in an Order or Statement of Work: (a) Client shall pay to Rubicon all fees, charges and expenses due and owing pursuant to an Order or Statement of Work in U.S. dollars to the address designated on the invoice within thirty (30) days following Rubicon's invoice date; and (b) all payment obligations are non-cancellable, non-refundable and non-contingent. Client may not set-off any amounts owing to Client against any payments owing to Rubicon hereunder. Payments which are not received when due shall bear interest at the lesser of the maximum amount chargeable by law or one and a half percent (1½%) per month commencing with the date payment was due. In addition, in the event Client fails to timely pay any fees or charges when due, Rubicon may, in its discretion, suspend or terminate any Subscribed Services or other services hereunder in accordance with Section 5.4.

4.2 Taxes and Duties. Excluding taxes based on Rubicon's net income, Client is liable and responsible for paying all federal, state and local sales, foreign withholding, value added, use, property, excise, service and other taxes, and all duties and customs fees relating to Client's receipt or use of the Subscribed Services, whether or not Rubicon invoices Client for such taxes, duties or customs fees, unless Client timely provides Rubicon with a valid tax exemption or direct pay certificate showing Client is exempt from such payments. If Rubicon is required to pay any such taxes, duties or customs fees, Client shall reimburse Rubicon for such amounts in accordance with Section 4.1.

4.3 Audits. During the Term, upon thirty (30) days prior written notice to the other party, each party may audit the other party's facilities, records and use of the Subscribed Services to determine the other party's compliance with the terms and conditions of this Agreement. Such audits shall occur during regular business hours and shall be conducted in a manner designed to limit disruption to audited party's business.

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5. Term and Termination.

5.1 Term. The term of this Agreement ("Term") shall commence on the Effective Date and shall continue for a period of three (3) years unless earlier terminated in accordance with the provisions hereof. The Term shall allow for unlimited one-year extensions at additional cost.

5.2 Automatic Monthly Extension. On the last day of the Term, unless (a) an agreement for a renewal term has been executed; or (b) a written termination notice is provided by either party pursuant to this Section 5, this Agreement will automatically extend and continue to be effective on a month-to-month basis until either (a) or (b) occurs ("Automatic Monthly Extension").

5.3 Termination. Either party may terminate this Agreement or the applicable Order or Statement of Work if the other party breaches this Agreement or such Order or Statement of Work, as applicable, and fails to correct the breach within thirty (30) days following receipt of written notice from the non-breaching party. In addition, Rubicon may terminate this Agreement immediately if Client files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or if a trustee is set up to administer a substantial portion of Client's assets or business. In addition, Client may terminate this Agreement immediately if Rubicon files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or if a trustee is set up to administer a substantial portion of Rubicon's assets or business.

5.4 Suspension of Services. In the event (a) Client fails to timely pay any fees when due; or (b) any element of the Subscribed Services, or Client's receipt or use thereof, violates any applicable law, rule, or regulation, Rubicon may suspend or terminate any Subscribed Services and other services immediately without notice.

5.5 Effect of Termination. Upon termination of this Agreement or an Order or Statement of Work for any reason, all unpaid payment obligations shall become immediately due and owing and Client shall immediately cease using the applicable Subscribed Services and return all Documentation to Rubicon. In addition, in the event this Agreement or any Order is terminated early, before completion of the applicable term, for any reason other than due to Rubicon's breach, Client shall pay to Rubicon (in addition to any other amounts due under this Agreement) as liquidated damages within thirty (30) days following any such termination, (a) any non-refundable costs incurred by Rubicon in connection with such termination including, but not limited to, hardware costs and licensing fees paid to third party licensors.. Client acknowledges and agrees that (i) the payment of such fees does not constitute a penalty, but is due to the difficulty in estimating actual damages for early termination; (ii) such fees are a reasonable estimate of the amounts required to fairly compensate Rubicon in such events; and that (iii) such fees have taken into consideration Rubicon's cost savings due to the termination of this Agreement and the present value of accelerated payments. Upon termination of this Agreement, Client shall also return to Rubicon or destroy all copies of Rubicon's Trade Secrets and Confidential Information in every form, unless required to be retained by Client under applicable records retention laws and regulations, provided that all such retained Trade Secrets and Confidential Information shall remain subject to the obligation of confidentiality under the terms of this Agreement until it is returned or destroyed. Upon request of Rubicon, Client agrees to certify in writing to Rubicon that it and each of its Affiliates have performed the foregoing obligations. Sections 1, 4, 5.5, 6.2, 6.3, and 7, 8, 10 and 11 shall survive any termination of this Agreement in accordance with their respective terms.

6. Representations and Warranties.

6.1 Services Warranty. Provided that Client notifies Rubicon of the non-conformance within the warranty period, and subject to the limitations set forth herein, Rubicon warrants that the Subscribed Services will be provided substantially in accordance with the applicable Documentation for a period of ninety (90) days from the date such Subscribed Services are first provided. No specific result from the provision of Subscribed Services is assured or guaranteed. In the event of any breach of the foregoing warranty, Rubicon shall, at its option, (a) re-perform the Subscribed Services which were not performed as warranted at no additional charge; or (b) in the event Rubicon is unable to re-perform such Subscribed Services after exercising commercially reasonable efforts to do so, refund the fees paid to Rubicon for the Subscribed Services which were not performed as warranted. Notwithstanding the foregoing, Rubicon shall have no obligation to provide the warranty services described in this Section 6.1 if: (i) the performance failure is attributable to Client's deviation from applicable operating instructions or failure to perform Client's obligations set forth in this Agreement; or (ii) Client or any other person or entity (other than Rubicon) has modified the Subscribed Services.

6.2 Client Acknowledgment. Client acknowledges and agrees that it has made its own evaluation in deciding to subscribe for the Subscribed Services. The warranties provided in this Agreement extend solely to Client and to no other person

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or entity whatsoever. Without limiting the foregoing, Rubicon is not responsible for the results that may be obtained from use of the Subscribed Services.

6.3 DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, RUBICON MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO THE SUBSCRIBED SERVICES, THE SYSTEM OR ANY OTHER SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, PROFESSIONAL SERVICES. RUBICON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES ARISING FROM CONDUCT, COURSE OF DEALING OR CUSTOM OF TRADE, AND ALL WARRANTIES OF TITLE AND NON-INFRINGEMENT UNLESS EXPRESSLY WARRANTED IN THIS AGREEMENT. RUBICON DOES NOT WARRANT THAT THE SUBSCRIBED SERVICES, SYSTEM OR OTHER SERVICES ARE OR WILL BE ERROR-FREE OR THAT THE USE OR OPERATION OF THE SUBSCRIBED SERVICES, SYSTEM OR OTHER SERVICES WILL BE UNINTERRUPTED OR THAT ALL ERRORS OR ISSUES WITH THE SUBSCRIBED SERVICES, SYSTEM OR OTHER SERVICES CAN OR WILL BE CORRECTED.

7. Confidentiality.

7.1 Confidentiality. Each party (the "Receiving Party") acknowledges that it will have access to Confidential Information and Trade Secrets of the other party (the "Disclosing Party"). For purposes of this Agreement, "Trade Secrets" means information, without regard to form, which: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy but is not deemed to be public information under applicable law, including but not limited to the Texas Public Information Act and Texas Open Meetings Act; and "Confidential Information" means information, other than Trade Secrets, that is of value to Disclosing Party and is treated as confidential and is not considered or deemed to be public information under applicable law, including but not limited to the Texas Public Information Act and Texas Open Meetings Act. Client shall (i) notify Rubicon of any request for access to or disclosure of Rubicon's Trade Secrets or Confidential Information and (ii) not designate or disclose Rubicon's Trade Secrets and Confidential Information without Rubicon's written consent, unless such designation or disclosure is required by law. Rubicon's Trade Secrets and Confidential Information include, without limitation, the Subscribed Services, the System, the Documentation and object and source code for the Rubicon Software. The Receiving Party agrees to use the Trade Secrets and Confidential Information of the Disclosing Party solely for purposes of performing its obligations or exercising its rights under this Agreement. The Receiving Party agrees to discuss the Trade Secrets and Confidential information of the Disclosing Party only with, and to transmit the Trade Secrets and Confidential Information only to, those officers, employees and consultants of the Receiving Party who have a need to know the Trade Secrets or Confidential Information for the purposes set forth herein and who have agreed in writing to treat such information as confidential on terms no less restrictive than as set forth in this Agreement. The parties acknowledge and agree that the terms of any previously executed confidentiality or nondisclosure agreements shall remain in effect with respect to the information exchanged thereunder.

7.2 Security Precautions. The Receiving Party shall take commercially reasonable security precautions to prevent unauthorized use and disclosure of the Trade Secrets and Confidential Information of the Disclosing Party and shall use at least the same degree of care the Receiving Party employs with respect to its own Trade Secrets and Confidential Information, but in no event less than a reasonable standard of care. The Receiving Party shall not permit unauthorized access to the Trade Secrets or Confidential Information of the Disclosing Party.

7.3 Duration and Exceptions. With regard to Confidential Information, the obligations in this Section 7 shall continue for the Term and for a period of five (5) years thereafter. With regard to Trade Secrets, the obligations in this Section 7 shall continue for so long as such information constitutes a trade secret under applicable law, but in no event less than the Term and for a period of five (5) years thereafter. The Receiving Party's obligations with respect to Trade Secrets and Confidential Information of the Disclosing Party shall not apply to the extent such Trade Secrets or Confidential Information: (a) are previously known to the Receiving Party without restriction on disclosure; (b) cease to be secret or confidential except by reason of a breach of this Agreement by the Receiving Party; (c) are independently developed by the Receiving Party without reference to the Trade Secrets or Confidential Information of the Disclosing Party; or (d) were received from a third party without obligations of confidence and without breach of this Agreement. In addition, the Receiving Party may disclose Trade Secrets and Confidential Information of the Disclosing Party to the extent such disclosure is required by applicable law or by any governmental authority, provided the Receiving Party notifies the Disclosing Party, if permitted by law, of the applicable

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legal requirements before such disclosure occurs so as to enable the Disclosing Party to obtain such protection as may be available to preserve the confidentiality of such information.

8. Intellectual Property Rights.

8.1 Rubicon's Intellectual Property. Rubicon (or its licensors) retains title to the Subscribed Services, System, and Documentation, and all modifications, alterations, derivative works, and enhancements thereto, and all copies thereof and Intellectual Property Rights therein. Except as specified herein, Client does not acquire any rights, express or implied, in the Subscribed Services, System or Documentation, and has no right to commercialize or transfer the Subscribed Services, System or Documentation, in whole or in part. No license, right or Intellectual Property Right in any Rubicon trademark, trade name or service mark is granted pursuant to this Agreement. Subject only to the following, title to all Work Product will at all times remain the sole and exclusive property of Rubicon or its licensors; provided that Rubicon shall not obtain any ownership rights in any Client Content provided by, or on behalf of, Client. Upon reasonable request, Client agrees to execute such documents as may be reasonably requested by Rubicon to secure Rubicon's rights in and to the foregoing, including without limitation written instruments that may be necessary to register a copyright or trademark, or otherwise enforce, perfect, or record Rubicon's Intellectual Property Rights. Rubicon hereby grants Client during the term of the applicable Order a non-exclusive, royalty free (subject only to the fees provided for in a Statement of Work), limited right and license to copy, use, modify and sub-license all Work Product.

8.2 Client Content. Client shall own all Client Content. Client shall have sole responsibility for the accuracy, completeness, quality, integrity, legality, reliability, timeliness, appropriateness, and intellectual property ownership and right to use all Client Content, and Rubicon shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store Client Content for any reason. Rubicon does not warrant the correctness, completeness, merchantability or fitness for a particular purpose of any Client Content. In the event this Agreement is terminated (other than by reason of Client's breach), Rubicon will make available to Client in a commercially usable format a file of the Client Content in its possession, if any, within thirty (30) following Client's request; provided such request is made within thirty (30) days following termination of the Agreement. Rubicon reserves the right to (a) withhold, remove and/or discard Client Content in its possession, if any, in the event Client breaches this Agreement, including, without limitation, non-payment of fees and charges; and (b) purge and delete Client Content, if any, in its possession if Client fails to request such Client Data within sixty (60) days following termination of this Agreement.

8.3 License to Client Content. Client hereby grants to Rubicon the non-exclusive right and license to (a) receive, retrieve, process, use and transmit any Client Content necessary or reasonably desirable to perform the Subscribed Services or other services; (b) use, copy, manipulate and store any Client Content that will be archived, stored or otherwise transmitted in connection with the Subscribed Services or other services; and (c) to aggregate Client Content and data with content and data from other clients ("Data Aggregations") for purposes including, without limitation, product and service development and commercialization and quality improvement initiatives. Rubicon will redact Client Content in such a way as to not divulge Client's Confidential Information or Trade Secrets. All Data Aggregations will be the sole and exclusive property of Rubicon.

8.4 Intentionally deleted.

9. Defense and Indemnification.

9.1 Limited Covenant to Defend. Rubicon will defend any third party claim brought against Client in the United States to the extent that the claim, if true, would constitute an infringement or misappropriation by the Subscribed Services of any valid and subsisting patent or copyright (a) recognized under the laws of the United States; and (b) of which Rubicon had actual knowledge; provided, however, that: (i) Client promptly advises Rubicon of the claim upon learning of the assertion of the claim; and (ii) Rubicon is given the sole right to control the defense and/or settlement of the claim, in litigation or otherwise.

9.2 Injunctions Obtained by Third Parties. If a third-party infringement claim, of which Rubicon is notified in accordance with Section 9.1 (or of which Rubicon is otherwise aware or believe is likely) results, or in Rubicon's opinion is likely to result, in an injunction prohibiting Client from continued use of the Subscribed Services that is the subject matter of the claim, then Rubicon may, in its sole discretion and at its expense: (a) procure for Client the right to continue to use the Subscribed Services that are the subject matter of the claim; (b) replace or modify the Subscribed Services that are the subject matter of the claim to make them non-infringing, but, where reasonably possible, preserving the functionality of such

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Subscribed Services; or (c) if the foregoing remedies are not commercially practical, suspend or terminate access to the infringing Subscribed Services.

9.3 Exceptions to Duties to Defend and Indemnify. Notwithstanding any other provisions hereof, Rubicon shall have no obligation to indemnify or defend Client for any third party claim pursuant to this Section 9, nor be required to pay losses, damages or expenses under this Section 9, if Client agrees to settle any such claim without the prior written consent of Rubicon, or if the claim arises out of, in whole or in part: (a) a modification of the Subscribed Services by anyone other than Rubicon; (b) use of the Subscribed Services other than in accordance with the Documentation or the terms of this Agreement; (c) use of a release of the Subscribed Services without having implemented updates, the use of which would have cured the alleged infringement; (d) any third party software or service; (e) use of the Subscribed Services in combination with Third Party Offering or any other third party hardware, software, database or materials where, absent such combination, the Subscribed Services would not be infringing; or (f) Client's negligence or willful misconduct.

10. Limitation on Liability.

10.1 EXCLUSION OF DAMAGES. IN NO EVENT SHALL RUBICON OR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, OR COMPUTER FAILURE, DELAY OR MALFUNCTION), EVEN IF RUBICON HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

10.2 SECTION INTENTIONALLY LEFT BLANK.

10.3 EXCEPTIONS. THE FOREGOING LIMITATIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

10.4 PROTOTYPE COMPONENT RIDER. CLIENT ACKNOWLEDGES AND AGREES THAT SOME PARTS OF THE SYSTEM IDENTIFIED BY RUBICON AND PROVIDED TO THE CLIENT HEREUNDER ARE PRELIMINARY, TEST VERSIONS (EACH BEING A "PROTOTYPE COMPONENT" AND COLLECTIVELY "PROTOTYPE COMPONENTS"). IF AND TO THE EXTENT ANY PROTOTYPE COMPONENTS ARE PROVIDED TO CLIENT, ALL REPRESENTATIONS AND WARRANTIES, AND LIABILITIES REGARDING SUCH PROTOTYPE COMPONENTS, AND OTHER SUPPLEMENTAL TERMS AND CONDITIONS REGARDING THE PROTOTYPE COMPONENTS, SHALL BE GOVERNED BY THE "PROTOTYPE COMPONENT RIDER" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS ADDENDUM C. IN THE EVENT OF AN INCONSISTENCY BETWEEN THE PROTOTYPE COMPONENT RIDER AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THE PROTOTYPE COMPONENT RIDER SHALL PREVAIL AND CONTROL.

11. Miscellaneous.

11.1 Dispute Resolution; Governing Law. The laws of the State of Texas shall govern this Agreement, without reference to conflicts of law rules or principles. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement. Client hereby consents and submits to the exclusive jurisdiction and venue over any action, suit or other legal proceeding that may arise out of or in connection with this Agreement, by any state or federal court located within or about Grayson County, Texas USA. Client shall bring any action, suit or other legal proceeding to enforce, directly or indirectly, this Agreement or any right based upon it exclusively in such courts.

11.2 Force Majeure. Neither party will be liable for any loss, damage or delay resulting from any event beyond such party's reasonable control (a "Force Majeure Event"), and delivery and performance dates will be extended to the extent of any delays resulting from any such Force Majeure Event. Each party will promptly notify the other upon becoming aware that a Force Majeure Event has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement. Notwithstanding any other provision of this Section 11.2, a Force Majeure Event shall not relieve Client of its obligations to pay monies due and owing to Rubicon hereunder. If a Force Majeure Event prevents a party from performing their obligations under this Agreement for more than thirty (30) days, the other party may terminate this Agreement upon written notice to the defaulting party.

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11.4 Independent Contractors. Nothing in this Agreement shall be construed to create an agency, joint venture, partnership or other form of business association between the parties. Neither party has the right or authority to make any contract, representation or binding promise of any nature on behalf of the other party, and neither party shall hold itself out as having such right or authority.

11.5 No Waiver. The failure on the part of either party to exercise any right or remedy hereunder will not operate as further waiver of such right or remedy in the future or any other right or remedy.

11.6 Severability. In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision in any other circumstances, will not be affected thereby.

11.7 Counterparts. This Agreement may be executed in duplicate and either copy or both copies are considered originals.

11.8 Notices. All official notices (including any notices regarding breach, termination, renewal, etc.) required or permitted hereunder shall be in writing and shall be delivered personally or sent by certified, registered mail or next day express mail or courier, postage prepaid. Any such notice shall be deemed given (a) when so delivered personally; (b) three (3) days after, when sent by certified or registered mail; or (c) the day after, when sent by next day express mail or courier, as follows: (i) if to Client, to it at: 220 W Mulberry St, Sherman, TX 75090; (ii) if to Rubicon, to it at: Rubicon Global, LLC, 100 West Main Street, Suite 610, Lexington, KY 40507. In addition, routine, non-contractual notices, consents and approvals (including support) given under this Agreement may be delivered in writing as provided above or through electronic mail or other electronic record addressed to the parties identified herein.

11.9 Marketing. Client agrees that Rubicon may reference Client's execution of this Agreement and its status as a user of the Subscribed Services in marketing materials and in sales presentations.

11.10 Entire Agreement. This Agreement (including any Orders, Exhibits, Statements of Work and attachments, which are hereby incorporated herein by reference) constitute the final and entire agreement between the parties, and supersedes all prior written and oral agreements, understandings, or communications with respect to the subject matter of this Agreement.

11.11 Cooperative Purchasing. Rubicon and the Client agree that other government entities (including but not limited to municipalities, counties, states, public utilities, non-profit hospitals, educational institutes, special governmental agencies, and non-profit corporations) that allow cooperative purchasing may utilize the terms of this agreement to procure Rubicon's software and services.

The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Master Software Services Agreement and to bind their respective party hereto.

CITY OF SHERMAN, TEXAS	**RUBICON GLOBAL, LLC**
	DocuSigned by:
	E237204F53154S1...
Authorized Signature	Authorized Signature
Printed Name and Title	Conor Riffle SVP, Smart Cities
Date: _____	Printed Name and Title
	Date: 1/20/2023 | 4:46 PM EST

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Exhibit A
Professional Services Terms

These Professional Services Terms are hereby annexed to and made a part of the Master Software Services Agreement (the "Agreement") between Rubicon and Client. In the event any provisions of these Professional Services Terms contradict or are inconsistent with the provisions of the Agreement, the provisions these Professional Services Terms shall prevail and govern.

1. Services. Upon request by Client, Rubicon will provide consultants to perform implementation, consulting and training services to the extent such Professional Services are identified in any mutually agreed upon Statement of Work more fully describing the project assumptions, specifications, scope, work plan, responsibilities, duration and fees for such Professional Services, which Statements of Work shall reference the Agreement and be sequentially numbered. Any modifications to a Statement of Work shall be made by written change order, in Rubicon's standard form, executed by both parties to this Agreement (a "Change Order"). Each Change Order complying with this Section shall be deemed to be an amendment to the applicable Statement of Work to which it applies and shall become a part thereof.

2. Cooperation. All Professional Services will be coordinated with the designated Client Project Coordinator, as identified in each Statement of Work. Client shall cooperate and provide information as is reasonably necessary or desirable for the timely completion of the Professional Services. Client shall at all times make available its functional and/or information technology personnel as reasonably required or desirable for Rubicon to perform the Professional Services, and Client shall timely fulfill its obligations and responsibilities set forth in each Statement of Work. To the extent required or as specified in any Statement of Work or work plan, Client shall provide Rubicon with access to its facilities, software, systems, data, information and support materials to perform the Professional Services. Client acknowledges that Rubicon's performance hereunder is contingent on Client's timely and effective performance of Client's responsibilities and Client's timely decisions and approvals. If Client fails to provide required information and/or make decisions as agreed or in a reasonably expeditious and timely manner, and such failure results in a delay in delivery of any deliverables or Work Product or to the overall project, Client agrees to extend the time frame for delivery of the deliverable or project, as applicable, on a day for day basis and compensate Rubicon for any additional work required as a result of such delay.

3. Project Control. Rubicon shall have the sole right to supervise, manage, contract, direct, procure, perform, or cause to be performed, all Professional Services performed by it pursuant to a Statement of Work. Rubicon may subcontract all or a portion of the Professional Services to a qualified third party. In recognition that Rubicon personnel may perform similar services for third parties, this Agreement shall not prevent Rubicon from providing services or developing materials that may be perceived as competitive with those developed or provided hereunder, subject to the confidentiality provisions of the Agreement.

4. Compensation. All Professional Services will be provided by Rubicon on a time, materials and expense basis at Rubicon's then current rates, unless otherwise agreed by the parties in a Statement of Work.

5. Termination. These Professional Services Terms shall be effective as of the Effective Date of the Agreement and shall remain in effect until (a) terminated by either party upon thirty (30) days prior written notice in the event no Statement of Work is outstanding; or (b) as provided in the Agreement, whichever is earlier. Client shall be liable for payment to Rubicon for all Professional Services provided or performed prior to the effective date of any such termination, including any expenses incurred pursuant to the provision of such Services.

6. Additional Services. Any services performed by Rubicon at the request of Client that are outside the scope of any Professional Services described in the applicable Statement of Work shall be governed by these terms and will be billed at Rubicon's then current rates.

7. Acceptance Criteria. Each deliverable provided to Client through Professional Services under this Agreement (collectively, the "Client Deliverables") will be deemed accepted by Client upon delivery, unless Client provides written notice of rejection to Rubicon within five (5) business days of such delivery (the "Acceptance Period") and such notice specifically identifies the manner in which the applicable Client Deliverables fail to materially comply with their applicable specifications. In the event Client rejects the applicable Client Deliverables within the Acceptance Period, Rubicon shall use commercially reasonable efforts to make such corrections to Client Deliverables, such that the Client Deliverables materially comply with the applicable specifications, and shall present the same to Client for acceptance pursuant to this paragraph. Any

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use of Client Deliverables by Client following delivery, other than review and testing of such Client Deliverables to confirm compliance with the applicable specifications, shall constitute acceptance.

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ORDER NUMBER 1 TO THE
MASTER SOFTWARE SERVICES AGREEMENT

This independent Order Number 1 ("Order") to the Master Software Services Agreement is made as of _____("Order Effective Date"), by and between Rubicon Global, LLC ("Rubicon") and the CITY OF SHERMAN, TEXAS ("Client"). This Order is part of the Master Software Services Agreement between the parties dated _____ ("Agreement"). Capitalized terms used and not otherwise defined in this Order shall have the respective meanings set forth in the Agreement.

1. The Subscribed Services.

DESCRIPTION	COST
Year 1 Cost	$124,471.25
Year 2 Cost	$52,346.25
Year 3 Cost	$52,346.25
Total Cost (36-month contract)	$229,163.75

The complete pricing proposal has been included in this package as Addendum B.

2. Other Charges. As may be agreed to by the parties in writing from time to time.

3. Payment Terms. The parties agree that the fees for the above services shall be a total of TWO HUNDRED TWENTY-NINE THOUSAND, ONE HUNDRED SIXTY-THREE DOLLARS, AND SEVENTY-FIVE CENTS (US$229,163.75) payable as follows ("Fee"):

a. US$124,471.25 due upon execution of this Agreement.
b. US$52,346.25 due upon the first anniversary of this Agreement.
c. US$52,346.25 due upon the second anniversary of this Agreement.

4. Renewal. Unless either party gives the other party written notice of non-renewal at least ninety (90) days prior to the expiration of the initial term, upon expiration of the initial terms of the Subscribed Services (as described in the table in Section 1 of this Order) and Client's obligations to pay the applicable fees, the parties shall meet and determine if the Agreement shall be extended by another term. If the parties shall so agree, they will negotiate in good faith terms, conditions and fees associated with any renewal term. For purposes of clarification, the liquidated damages specified in Section 5.5 of the Agreement shall apply to the initial term of the Subscribed Services, or the then-current renewal term, as the case may be.

5. Fee for the Automatic Monthly Extension Period. Fee for the Automatic Monthly Extension described in the Section 5.2 of the Agreement will be $4,362.19 per month, which Rubicon will invoice each month while the Automatic Monthly Extension is in effect. Client shall pay all fees, charges and expenses in accordance with the Section 4 of the Agreement.

6. Separate Agreement. Rubicon may provide Professional Services regarding the Subscribed Services provided hereunder pursuant to a Statement of Work to the Professional Services Terms executed between the parties. Client understands and agrees that such Professional Services and associated Statements of Work that may be signed are separate and independent contractual obligations from any Order or amendment thereto relating to the access and use of the Subscribed Services. Client shall not withhold payments that are due and payable pursuant to this Order or any other Order(s) or amendment(s) thereto because of the status of Professional Services performed under any Statement of Work.

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The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Order and to bind their respective party hereto.

ACCEPTED BY:

CITY OF SHERMAN, TEXAS

Authorized Signature

Printed Name and Title

ACCEPTED BY:

RUBICON GLOBAL, LLC

DocuSigned by:

E237204F5315451...

Authorized Signature

Conor Riffle SVP, Smart Cities

Printed Name and Title

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ADDENDUM A

SERVICE AVAILABILITY

RUBICONSmartCity software is hosted externally using Amazon Web Services (AWS).

Below please find our standard Service Level Availability Policy (SLA):

Rubicon's Service Availability commitment for a given calendar month is **99.5%.** Service Availability is calculated per month as follows: (Total time - Unplanned Outage - Planned Maintenance) / (Total – Planned Maintenance) X 100

- Definitions:
  - *Total time* is the total minutes in the month
  - *Unplanned Outage* is total minutes unavailable due to an unplanned outage in the month
  - *Planned Maintenance* is total minutes of planned maintenance in the month. Currently, Planned Maintenance is four (4) hours for weekly maintenance, four (4) hours for monthly maintenance, four (4) hours for quarterly maintenance. Rubicon's current weekly maintenance begins at 10 pm (Eastern) on Fridays; monthly maintenance begins at 2:00 am (Eastern) on Saturday; and quarterly maintenance begins at 6:00am (Eastern) on Saturday. All times are subject to change upon reasonable notice. If actual maintenance exceeds the time allotted for Planned Maintenance, it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month. The measurement point for Service Availability is the availability of the Rubicon Service. Customer may request an availability report once per month.
- Service Response
  - Rubicon Production Support and Service Level Availability Policy (SLA)
  - Rubicon's Service Response commitment is: (1) not less than 50% of (online) transactions in two (2) seconds or less and not more than 10% in five (5) seconds or more.
  - Service Response is the processing time of the Rubicon Production Service in the Amazon Web Service data center to complete transactions submitted from a web browser.
  - The time required to complete the request will be measured from the point in time when the request has been fully received by the encryption endpoint in the Amazon Web Service data center, until such time as the response begins to be returned for transmission to Customer. Customer may request a response time report not more than once per month via email.
- Disaster Recovery
  - Rubicon commits to a recovery time objective of twelve (12) hours - measured from the time that the Rubicon Service becomes unavailable until it is available again. Rubicon commits to a recovery point objective of one (1) hour - measured from the time that the first transaction is lost until the Rubicon Service became unavailable.
  - Rubicon will test the disaster recovery plan once every six months and will make available a written summary of the results of the most recent test available to Customer upon its request made via the Customer Center.
- Severity Level Determination Submittal
  - Customer shall reasonably self-diagnose each support issue and recommend to Rubicon an appropriate Severity Level designation. Rubicon shall validate Customer's Severity Level designation or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the Rubicon Severity Level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

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- Support Issue Production Levels - Response and Escalation
    - Response Time is the period from the time the Production case was logged in the Customer Center until Rubicon responds to Customer and/or escalation within Rubicon, as appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.
        - SEVERITY LEVEL 1
            - Definition: The Rubicon Service is unavailable for all users
            - Rubicon Response Commitment: Rubicon will respond within one (1) hour of receipt of case.
            - Resolution: Rubicon will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
            - Escalation: If the problem has not been resolved within one (1) hour, Rubicon will escalate the problem within the appropriate Rubicon organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.
            - Customer Response Commitment: Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.
        - SEVERITY LEVEL 2
            - Definition: The Rubicon Service contains a bug that prevents Customer from executing one or more critical business processes with a significant impact and no workaround exists.
            - Rubicon Response Commitment: Rubicon will respond within one (1) hour of receipt of case.
            - Resolution: Rubicon will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
            - Escalation: If the problem has not been resolved within four {4) hours.; Customer may request that Rubicon escalate the problem within the appropriate Rubicon organization where the escalated problem will have higher priority than ongoing development or operations initiatives.
            - Customer Response Commitment: Customer shall remain accessible by phone for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.
        - SEVERITY LEVEL 3
            - Definition: The Rubicon Service contains a bug that prevents Customer from executing one or more important business processes. A workaround exists but is not optimal.
            - Rubicon Response Commitment: Rubicon will respond within four (4) hours of receipt of case.
            - Resolution: If resolution requires a Rubicon bug fix, Rubicon will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
            - Escalation: If the problem has not been resolved within one (1) week, Customer may request that Rubicon escalate the problem to the appropriate Rubicon organization .
            - Customer Response Commitment: Customer will respond to Rubicon requests for additional information and implement recommended solutions in a timely manner.
        - SEVERITY LEVEL 4:

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- Definition: The Rubicon Service contains an issue that may disrupt important business processes where a workaround is available or functionality is not imperative to Customer's business operations.
- Rubicon Response Commitment: Rubicon will respond within twenty-four (24) hour of receipt of case.
- Resolution: If resolution requires a Rubicon bug fix, Rubicon will add the bug fix to its development queue for a future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- Escalation: None.
- Customer Response Commitment: Customer will respond to Rubicon requests for additional information and implement recommended solutions in a timely manner.

▪ CUSTOMER CARE or OPERATIONS REQUEST (Severity Level 5):

- Definition: Non-system issues such as Named Support Contact change, requests for SLA reports or business documents, etc. If necessary to open a Support case requesting assistance, Severity *5* should be used.
- Rubicon Response Commitment: Rubicon will respond within twenty-four (24) hours of receipt of case.
- Resolution Commitment: Rubicon will respond to request. Customer will be notified of status changes.
- Escalation: None.
- Customer Commitment: Customer will respond to Rubicon requests for additional information in a timely manner.

o Rubicon Support Scope

▪ Rubicon will support functionality that is developed by Rubicon and under its direct control. For any other functionality, and/or issues or errors in the Rubicon Service caused by issues, errors and/or changes in Customer's information systems and/or third party products or services, Rubicon may assist Customer and its third party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of Rubicon's support obligations. Service Level failures attributable to (i) Customers acts or omissions; and (ii) force majeure events shall be excused.

o Rubicon Service Credit

▪ In the event of a failure by Rubicon to meet the Service Availability and Service Response minimums as set forth in the SLA, as Customer's sole and exclusive remedy, at Customer's request, Rubicon shall provide service credits in accordance with the following:

▪ a) First month in any rolling six (6) month period: 10% of the Subscription Fee paid for the applicable month for the affected Service

▪ b) Second month in any rolling six (6) month period: 20% of the Subscription Fee paid for the applicable month for the affected Service

▪ c) Third month in any rolling six (6) month period: 30% of the Subscription Fee paid for the applicable month for the affected Service

▪ d) Fourth month in any rolling six (6) month period: 40% of the Subscription Fee paid for the applicable month for the affected Service

▪ e) Fifth month in any rolling six (6) month period: 50% of the Subscription Fee paid for the applicable month for the affected Service or within thirty (30) days of such failure Customer shall have the option to terminate the entire Agreement and upon such termination Customer shall receive a refund of all prepaid subscription fees that are unearned as of the date such termination is effective.

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- If more than one of the above (a through e) is triggered, Customer will be eligible for the greater amount for the applicable month only. Credits shall be deducted from subsequent invoices for subscription fees or other fees or, upon expiration or termination of the Agreement, paid to Customer directly.

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ADDENDUM B

PRICING PROPOSAL

Statement of Work – RUBICONSmartCity™

Rubicon will outfit 31 solid waste vehicles with RUBICONSmartCity for the City of Sherman's solid waste department, which will provide insights into the City's solid waste collection operations. Rubicon will provide all hardware and accompanying accessories for all 31 vehicles per the scope set forth below.

- Monitor and collect real time data on the City's solid waste, recycling, and bulk operations, capturing vehicle position, associated driver, route details & progress, and vehicle breadcrumbs on the Portal;
- Provide data insights on service verification, vehicle telematics, and driver performance;
- Log and photograph exceptions at the curb including, but not limited, cart not out, cart blocked, and bulk before /after photos;
- Report critical community issues – such as potholes, graffiti, branches, damaged public litter cans - via the In-Cab-Interface. Issues will be associated with a location and time stamp.
- Optimize bulk and other ad hoc, point to point routing, increasing the number of pick-ups per day;
- Provide overview of all routes, route progress, and route details through the Portal;
- Provide dynamic route information to City drivers via in-truck technology, including route progress, turn by turn directions, and voice over directions;
- Digitize existing operations including electronic pre / post-trip inspections, scale tickets, and route details;
- Improve accuracy and responsiveness to customer service requests in "real time";
- Gather, review, and export data on route mileage, route start and stop time, percentage of completed stops, miles driven, stationary time, and more;
- Identify cost savings by optimizing routes, improving driver performance, and identifying efficiencies;

Rubicon's team will work hand in hand with the City of Sherman to install (if necessary), instruct, and successfully deploy our solution. Working in close coordination with the Public Works Department, Rubicon will outfit the City's solid waste and recycling vehicles with ICI devices and any required accessories. We will closely coordinate with City staff to ensure installation does not disrupt daily operations. In addition, our Customer Success team will conduct a series of stakeholder specific trainings onsite or remotely to ensure all necessary and applicable City drivers, dispatchers, supervisors, and managers all know how to use our technology. Our Customer Success team will be available to do additional remote and onsite training as needed by the City.

Rubicon will provide the City of Sherman with ongoing support delivered by our Customer Success Manager, whose mission is to deliver on our commitments to meet or exceed the City's expectations. Rubicon will provide the City with numerous ways to contact the Customer Success Manager (i.e. phone, email, online help desk). This advocate is responsible for contract adherence, relationship health and continuous improvement, and will

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serve as an escalation point. The Customer Success Manager will also conduct consistent update calls with the City and provide support and training as needed throughout the lifetime of the contract.

Rubicon Deliverables:

- Provide all necessary hardware, software, and training.
- Install all equipment or, in the case of City-led installation, advise the City on best method to install the equipment.
- Provide training to City staff on the equipment and portal and any maintenance required throughout the lifetime of the contract, where necessary.
- Monitor and service the hardware as needed to ensure it continues to function effectively for the lifetime of the contract.
- Provide analysis on this data as needed to deliver insights to the Public Works Department.

City of Sherman Roles & Responsibilities:

We require our cities to be full partners in the implementation of this technology; without that, new technology adoption will never happen successfully. Below we have outlined the commitments required from the City to ensure a smooth launch and implementation process.

- **Provide truck data, route data, process information and knowledge transfer, and customer data (if applicable) per the project schedule and in the approved templates**: without this data and understanding of existing processes, we will be unable to launch the technology successfully.
- **Make vehicles, drivers, and other staff and resources available**: we install much of the technology at nights and/or on weekends, and it helps us very much to have access to the vehicles on the schedule we agree upon with the City. It is also helpful to have all relevant project staff available at key moments for training.
- **Appoint a Project Manager**: It is helpful to have a single point of contact in the City from Day 1. This person can help to expedite requests and keep the project on track. An example role is outlined below.

Example City Role: Rubicon Project Manager
Skillset: Knowledge of the operational processes of the solid waste department, especially as relates to vehicles, drivers, and back office operations; knowledge of customers and their needs; understanding of the data flows within the department and outside the department; project management skills.
Hours required: 5 - 10 per week, possibly more in the initial launch phase.

The City is responsible for making available to Rubicon detailed data regarding:

1. Trucks
2. Drivers
3. City Staff Users
4. Customer address and service information

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The installation and launch timelines are dependent upon data being provided by the city in the Rubicon-specified format with quality. In the event that the city is unable to provide the required data or formats Rubicon will be able to assist and as required will submit the corresponding change control detailing mutually agreed upon scope of services including the impact to the project schedule and costs if applicable.

Rubicon Acceptance Testing & Procedures:

Rubicon is Commercial Off The Shelf Technology (COTS). As a result, no acceptance testing takes place. We allow for configuration specific to City of Sherman within the Rubicon portal and application during the implementation period of the contract. We will work closely with our partners in the City's Public Works Department to ensure the product is configured to their standards and requirements.

Key Performance Indicators

Rubicon and Public Works Department will jointly identify a number of performance indicators to track in order to best determine the success of contract deliverables, as outlined below. The parties will continue to refine this list throughout the course of the contract by mutual agreement.

Work Plan & Schedule

Rubicon will work with the Public Works department to set benchmarks and timelines for each phase of the contract deployment. The below are the four major milestones that will be key for a rapid and on-time deployment.

Start date: Date of Contract Signature
Overview of Milestones and Major Tasks:

I. Kick Off – Within 30 Days of Contract Execution: Rubicon will work with the City to outline all key deliverables and timelines with City staff. Initial focus will be the steps needed to get the technology set up and running in City vehicles without disrupting existing operations. A key City deliverable during the stage will be providing a number of data points (truck data, route data, etc…) to Rubicon to enable technology implementation and launch. Equipped with the data supplied by City staff, we will setup the City's Portal including route information, customer addresses, and truck information. The Portal will serve as the main interface for managers and supervisors. Once the Portal is created, we will provide login information to City staff. To adhere to the project timeline, the timely provision of address, route, and truck information from the City will be critical. Our team will work closely with City officials and provide an easy-to-use data upload template to smooth this process.

II. Installation (If Necessary) – Within 60 Days of Contract Execution: Seamless installation and setup is a top priority for our team. Rubicon will install any Rubicon provided devices, hardware, and/or accessories in the agreed upon number of the City's solid waste vehicles. Rubicon will arrange and execute installation of the technology, which will be performed by a certified third-party sub-contractor. We will work in conjunction with the City's team to arrange for installation of all devices in participating vehicles without disruption to day-to-day operations. Installation can be completed with minimal impact on drivers or fleet maintenance staff.

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III. Initial Staff Training – Within 90 Days of Contract Execution: Our Customer Success team will conduct a series of training sessions to participating drivers on using the In-Cab-Interface. These training sessions have been designed to appeal to drivers who have used a smartphone before as well as drivers who may be unfamiliar with the technology. The sessions are delivered in a driver-friendly environment, on a schedule that does not impact drivers' ability to finish their daily routes. We will conduct separate in person or remote training with the City's fleet managers, supervisors, customer service representatives, and anyone else the City wants to train.

IV. Post-Launch Data Collection & Reporting – Ongoing: Rubicon will test and calibrate all devices post installation and training to ensure everything is working correctly. In addition, Rubicon will conduct ongoing calls with the City to assess where business processes can be modified to best leverage the technology and highlight key trends in the data.

V. Professional Services: API Integration - Milestones for professional services will be agreed between the City and Rubicon prior to commencement. The City will dictate when work should commence on any professional services work (API Integration). For integrations Rubicon recommends a 6-month timeline per integration.

Pricing Details

The parties agree that the fees for the above services shall be a total of **$229,163.75** payable as follows ("Fee"):

a. $124,471.25 due upon execution of the agreement.

b. $52,346.25 due upon the first anniversary of the agreement.

c. $52,346.25 due upon the second anniversary of the agreement.

30-days prior to the due dates Rubicon will provide an invoice to the City, and support the city in creating a purchase order.

Rubicon uses a Software-as-a-Service (SaaS) model for pricing. SaaS service models provide several advantages for the customer:

- Solution upgrades become available for customers automatically. Costs and effort associated with upgrades and new releases are lower than the traditional model that usually forces the user to buy an upgrade package and install it or pay for specialized services to get the environment upgraded.
- Reduce the costs for hardware and software licenses compared with the traditional model because service usually resides in shared or multi-user environments.
- Reduce the time spent on installation and configuration reducing issues that complicate software deployment.
- Reduce maintenance costs since Rubicon owns the environment and costs are split among all customers that use the solution.
- No hidden costs for additional services or features.

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The proposed RUBICONSmartCity cost is for 31 vehicles in Sherman's solid waste fleet. A breakdown of all costs have been included below:

31 Vehicles - BYOD		
	UNITS	***COST***
Total Upfront		***$72,125.00***
Device Installation	31 Vehicles	$3,875.00
API Integration	125 Hours	$18,750.00
Launcher Training/Implementation	140 Hours	$21,000.00
Fleet Optimization	19 Vehicles	$28,500.00
Total Annual Recurring		**$52,346.25**
RUBICONSmartCity Software		**$30,096.00**
Portal & Mobile App Software License (Software)	22 Device Licenses	$30,096.00
Rubicon Y		**$5,882.25**
Vehicle Gateways	31 Devices	$0.00
License for Vehicle Gateways	31 Licenses	$5,882.25
Rubicon Z		**$16,368.00**
Forward-Facing Dash Camera	31 Devices	$0.00
License for Forward-Facing Dash Camera	31 Licenses	$9,974.25
Camera Connector	31 Devices	$0.00
License Camera Connector License	31 Licenses	$6,393.75
Y1		$124,471.25
Y2		$52,346.25
Y3		$52,346.25
PROMOTIONAL DISCOUNT TOTAL		***$229,163.75***

What's Included Portal & Mobile App Software License:
Annual Recurring Cost - $30,096.00
Unlimited city staff access to the RUBICONSmartCity Portal (Software)

- Mobile App Licenses for city owned tablets
- External hosting in a secure cloud environment
- All personnel training, hardware and software maintenance and warranty
- Access to all currently available features and software updates and upgrades
    - This includes in field supervisor, street sweeper, and snow removal Mobile App and Portal developments as they become publicly available

What's Included in Vehicle Gateways (Samsara):

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Annual Recurring Cost - $5,882.25

- Seamless API integration with RUBICONSmartCity
- All hardware, cellular data, warranty and support
- Unlimited users in the Samsara dashboard, alerting and reporting
- Open access to APIs to integrate with Rubicon, Fleet Management Software, Mapping software, etc
- All hardware, warranty, and support

What's Included in Forward-Facing Dash Camera (Samsara):
Annual Recurring Cost - $9,974.25

- Artificial-Intelligence event detection (rolling stop signs, tailgating/near collision, lane departure, etc)
- Automated voice coaching for event detection ("reduce speed", "stop sign violation detected", "increase following distance", etc)
- Ability to recall video over cellular, live stream cameras, unlimited cloud storage of recalled videos
- All hardware, warranty, and support

What's Included in Camera Connector (Samsara):
Annual Recurring Cost - $6,393.75

- Cellular data integration with existing 3rd party vehicle camera systems
- 100 hours worth of drive time video saved in video for recall
- Retrieve video to the cloud in real-time via cellular
- Unlimited cloud storage of all retrieved videos
- All hardware, warranty, and support

What's Included in Rubicon Y Installation:
One Time Cost - $3,875.00

- Installation of all in-vehicle devices (Samsara) in 31 of the City's solid waste vehicles
- An approved certified vendor to complete all of the necessary telematic installations

What's Included in Launch/Training/Implementation:
One Time Cost - $21,000.00

- Rubicon's Customer Success Team will conduct a series of training sessions for participating operators to ensure that they are able to utilize the ICI to its full extent
- Rubicon will conduct separate Portal training with the city's fleet managers, supervisors, customer service representatives, etc.
- After installation and training, Rubicon and the city will "Go Live" and start the user testing and acceptance plan for sixty consecutive calendar days
- After sixty days, and once the city is satisfied with the technical implementation and the veracity of the data, RUBICONSmartCity will be officially implemented

What's Included in API Integration:
One Time Cost - $18,750.00

- 125 hours of software development time for integration with system of City's choosing (e.g. Oracle CC&B, Assetworks M5, existing GIS software system, telematics provider, CRM, scale house software, etc.)
- This includes working with the City to create a specific work plan for integration with City system(s)
- Defining the scope, technical design, and plan for integration between Rubicon's system and the desired City system(s)

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What's Included in Fleet Optimization:
One Time Cost - $28,500.00

- Rubicon works directly with cities to identify goals, incorporate constraints, and produce scenarios for the city to review before implementation.
- Rubicon optimizes all of your routes offline and provides the tools necessary to keep them up to date and balanced within our digital portal as your routes change over time.
- Rubicon bases our optimization recommendations on observed fleet data through our in-truck technology combined with pre-existing data from the city.

The fees for any extensions or renewals beyond Year 3 will be agreed upon by Client and Rubicon prior to each such extension or renewal term.

Line Item Add-Ons for Additional RUBICONSmartCity Technology

Should the City wish to add additional technology, devices, or services during the course of the contract, the City may purchase these off of the list below. Rubicon can provide additional discounts off these list prices at its discretion

RUBICONSmartCity Add-On Line Item Pricing		
Professional Services: One Time Cost		
	UNITS	***COST***
Device Installation	Per Device	$125.00
API Integration	Per Hour	$150.00
Launcher Training/Implementation	Per Hour	$150.00
Fleet Optimization	Per Vehicle	$1,500.00
Software + Hardware: Annual Recurring Cost		
	UNITS	***COST***
RUBICONSmartCity Software		
Portal & Mobile App Software License (Software)	Per Device License	$1,368.00
Rubicon X		
iPad Tablets + Mobile Data	Per Device	$864.00
Rubicon Y		
Vehicle Gateways	Per Device	$0.00
License for Vehicle Gateways	Per License	$189.75
Rubicon Z		
Camera Connector	Per Device	$0.00
License Camera Connector License	Per License	$206.25
Forward-Facing Dash Camera	Per Device	$0.00
License for Dual-Facing Dash Camera	Per License	$321.75

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AGREEMENT FOR SOFTWARE SERVICES

The **City of Sherman, Texas**, a home-rule municipality ("City"), and **Rubicon Global, LLC**, a Delaware limited liability company ("Contractor"), hereby enter into this agreement for software services ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City desires to engage Contractor to perform software services for City's solid waste collection operations under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services.
   Contractor shall provide the services and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.
   The term of this Agreement shall begin on Effective Date (defined in Exhibit B) and continue until expiration or termination of the Master Software Services Agreement in Exhibit B.

3. Compensation.
   In exchange for Contractor's performance of the Services in accordance with the Agreement Documents, City agrees to pay Contractor as described in ORDER NUMBER 1 TO THE MASTER SOFTWARE SERVICE AGREEMENT.

   City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

   The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that City shall be obligated to pay monies owed Contractor for services it has

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provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.

The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

A. This Agreement;

B. Master Software Services Agreement, including Order Number 1 and Addendums A through E as Exhibit B;

C. City's Insurance Requirements, attached hereto as Exhibit C;

D. Affidavit of No Prohibited Interested, attached hereto as Exhibit D; and

E. Conflict of Interest Questionnaire, attached hereto as Exhibit E.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit B, Exhibit C, or Exhibit D are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit B , Exhibit C, or Exhibit D, and Exhibit A shall prevail in that order.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in City's Insurance Requirements, attached hereto as Exhibit C and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to City. Contractor also shall comply with all other requirements set forth in Exhibit C.

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7. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the City Charter. Contractor shall execute and deliver to City the Affidavit of No Prohibited Interest, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit E and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

8. Indemnity.

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO

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DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Liability.
To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. City assumes no such responsibility or liability. City shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

10. Compliance with Laws; Standard of Care.
Both parties shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, to the extent applicable to Contractor and the Services,. If either party observes or is notified that the Services under this Agreement are at variance with applicable laws, statutes, ordinances, regulations and policies, the party shall promptly notify the other party in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

11. Termination.
Either party is entitled to terminate this Agreement at any time for any reason or for no reason by giving the other party at least thirty (30) days' prior written notice of the termination date.

12. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.

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The parties agree that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the other party, which will not be unreasonably withheld. The parties further agree that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve each party of its full obligations to the other party as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third-party billing.

14. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

15. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

18. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

19. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

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20. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

21. Headings.
The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

22. Indemnity.
The parties agree that the indemnity provision set forth in Section 8 herein is conspicuous and the parties have read and understood the same.

23. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: Rubicon Global, LLC
Attn: Legal Department
100 West Main Street, Suite 610
Lexington, KY 40507

If to City, to: City of Sherman
Attn: _____
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: _____
Email: _____

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Email: rpittman@abernathy-law.com

24. Representations.

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Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

26. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Contractor.

27. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

28. Reference to City.
When referring to "City" herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

29. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

30. Multiple Counterparts.
This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed

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by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

ATTEST:

_____
Linda Ashby, City Secretary

APPROVED AS TO FORM AND CONTENT:

_____
Ryan D. Pittman, City Attorney

RUBICON GLOBAL, LLC,
a Delaware limited liability company

By: DocuSigned by: _____
E237204F5315451...
Printed Name: Conor Riffle
Title: SVP, Smart Cities
Date: 1/20/2023 | 4:46 PM EST

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Exhibit B

[Master Software Services Agreement]
[Exhibit A, Professional Services Terms]
[Order Number 1 to the Master Software Services Agreement]
[Addendums A through E]

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Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

Coverage Required		Limits
_X_	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
_X_	2. General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
__	3. XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.

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___	4. Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate.
___	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.

_X_ 6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

_X_ 7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title.

___ 11. Other Insurance Requirements (State Below):

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Exhibit D
Affidavit of No Prohibited Interest

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:_____.

_____ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ____ day of _____, 2022.

_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 2022.

_____
Notary Public in and for the State of _____
My commission expires: _____

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Exhibit E

Conflict of Interest Questionnaire, Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE — **FORM CIQ**

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity — Date

Form provided by Texas Ethics Commission — www.ethics.state.tx.us — Revised 11/30/2015

RFP Evaluation - Solid Waste Software

Evaluation Criteria	Routeware, Inc.	Rubicon Global	WIS
Ability of vendor to meet City Requirements (50%)	29.17	32.00	33.33
Cost of project (30%)	15.83	29.17	18.33
References for similar projects from vendor (20%)	11.67	19.00	15.00
Evaluation Score	56.67	80.17	66.67

Exhibit A
Request for Proposal

City of Sherman
PO Box 1106
Sherman, TX 75091-1106

Request for Proposals

For

SOLID WASTE SOFTWARE

RFP No. 2022-16

Publication Dates: **Sunday July 10, 2022**
Sunday July 17, 2022

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CITY OF SHERMAN, TEXAS

FINANCE DEPARTMENT

REQUEST FOR PROPOSAL - BID NO. 2022-16; **SOLID WASTE SOFTWARE**

The enclosed **REQUEST FOR PROPOSAL** (RFP) and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **SOLID WASTE SOFTWARE** for the City of Sherman.

Questions may be addressed to the Finance Department at the address listed below. The bids will be opened at **2:00 p.m. on Thursday, August 4, 2022,** at the following address:

City of Sherman – Finance Department
Municipal Building
405 N. Rusk Street
Sherman, TX
903-892-7215
craigl@cityofsherman.com

Bids may be submitted by mail to the following address:

City of Sherman
Finance Dept. – RFP for SOLID WASTE SOFTWARE - No. 2022-16

P.O. Box 1106
Sherman, TX 75091-1106

OR

Electronically at www.publicpurchase.com

OR

By delivery at the Municipal Building address listed above.

NOTICE TO BIDDERS

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Craig Long, Sherman Municipal Building, 405 N. Rusk, Sherman, Texas 75091 until the hour **2:00 PM on the 4th day of August, 2022,** at which time bids duly delivered and submitted will be considered for supplying the following:

BID NO. 2022-16 – SOLID WASTE SOFTWARE

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council at the following address:

City Council Chambers
City Hall
220 W. Mulberry
Sherman, TX

Each bid delivered to the City shall be sealed and clearly marked "SOLID WASTE SOFTWARE 2022-16" on the exterior of the bid. Electronic submittals may only be made through Public Purchase at https://www.publicpurchase.com. No email or faxed bids will be accepted. Each bid shall be **manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.**

A **non-mandatory** pre-bid meeting is scheduled at **10:00 a.m., Thursday, July 21, 2022**, to be located at the **Sherman Municipal Building Training Room, located on the 3rd floor**, **at 405 N. Rusk Street, Sherman, Texas**. Attendance is not mandatory, but, is a preferred method of receiving questions and requests from vendors for clarification.

Please note that all bids **must be received at the designated location or through Public Purchase by the deadline shown**. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for **2:00 p.m., Thursday, August 4, 2022,** at which time the sealed bids will be opened.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Finance Department, the bidder shall be responsible for actual delivery of the bid before the advertised date and hour for opening of bids. If the mail is delayed by the postal service, courier service, or an ISP (Internet Service Provider), beyond the date and hour set for the bid opening, bids thus delayed will not be considered.

The City of Sherman will receive sealed bids for: **SOLID WASTE SOFTWARE.**

Bidders should carefully examine all terms, conditions, specifications and related documents.

Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sherman's interpretation shall govern.

Information concerning the bid specifications or bid process/procedures may be submitted in writing to Craig Long, Budget Analyst at craigl@cityofsherman.com, or via phone at (903) 892-7215.

Until the final awarding by the City of Sherman, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, and proceed otherwise when the best interests of said City will be realized hereby.

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CITY OF SHERMAN
GENERAL CONDITIONS

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to: www.ci.sherman.tx.us and to www.publicpurchase.com.

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

ASSIGNMENT OF BID/CONTRACT

The successful bidder may not assign their rights and duties under and award without the written consent of the City. Such consent shall not relieve the assignor of liability in event of default by their assignee.

BID CONSIDERATION / TABULATION

Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City. Please refer to the **EVALUATION CRITERIA** for additional information.

BID SUBMISSION

Bids may be submitted in person, by mail, or electronically at www.publicpurchase.com.

- Submit bids via mail to PO Box 1106, Sherman, TX 75091-1106.
- To submit a bid via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- Bids will not be accepted without a signature.
- Bids submitted by email or fax will not be accepted.
- The City is not responsible for mail service. See page 4, paragraph 2 of the Notice to Bidders.

BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the City to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.**

CHANGES OR ALTERATIONS

No part of this bid may be changed/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request to this bid will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the City's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

DEFAULT

In case of default of the successful bidder, the city of Sherman may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Sherman, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each bid. The city of Sherman considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Sherman, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INDEMNIFICATION

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the

vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers the vendor shall indemnify and

save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The city of Sherman supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the city of Sherman. As such, the city of Sherman has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days

of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

PROVISIONAL CLAUSES

The city of Sherman will not enter into any contract where the cost is provisional upon such clauses as are known as “escalator” or “cost-plus” clauses.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Bids submitted via fax or email.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether or not the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

PROPOSAL DEFINITIONS:

"City" is the City of Sherman, Texas.
"Bidder" is an individual or business submitting a bid or proposal to the City of Sherman.
"Independent contractor" or "contractor" is one who contracts to perform work or furnish materials in accordance with a contract.

I. PROPOSAL TERMS

A. The City of Sherman reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider. The City does not intend to award a contract fully on the basis of any response made to the proposal: the City reserves the right to consider proposals for modifications at any time before a contract would be awarded; and negotiations would be undertaken with the independent contractor whose proposal is deemed to best meet the City's specifications and needs.
B. Proposals must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
C. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. The deadline for submission of proposals may be adjusted to allow for revisions. To be considered, the entire proposal document, with any amendments, should be returned by the specified date, time and method identified on page 2 of this document.
D. Proposals should be prepared simply and economically providing a straightforward, concise description of the independent contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.
E. The price quotations from the contractor stated in this proposal will not be subject to any price increase from the closing date of this RFP to the mutually agreed to date of contract.
F. The City of Sherman reserves the right to increase or decrease the amount of athletic court improvements at Fairview Park based upon annual budget constraints with fifteen (15) days' notice.

G. The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire RFP.

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SPECIFICATIONS

SOLID WASTE SOFTWARE

CITY OF SHERMAN, TEXAS

BRIEF PROJECT SUMMARY

The City of Sherman is requesting proposals for Solid Waste Software. The City is requesting proposals from qualified vendors to provide a software solution for our Solid Waste Department. This software should be capable of maintaining both commercial and residential services.

CURRENT PROCESS

The city currently uses AMCS Tower software. Currently, there are 4127 commercial sites and 15,588 residential sites serviced. The city currently runs 5 roll offs, 5 front load, 5 side load, 1 rear load, 3 knuckle-boom and 2 transfer trailers Monday thru Friday. One roll off and 1 front load runs each Saturday. The Tower software provides methods to view route information in the vehicles via iPad. Tower does not provide GPS integration.

BENEFITS TO THE CITY

Many key benefits expected to be delivered by the new software system are:

- a more streamlined process;
- business flow configured in the system for consistent processing;
- one system for routing, job assignments, and scheduling;
- use of one centralized database for data like street addresses;
- efficient retrieval of data from a single system;
- strong GIS integration for maps and analysis;
- vehicle camera and location integration
- mobile applications;

CITY REQUEST

The City is requesting bids to provide a Solid Waste Software system solution that utilizes ESRI Arc GIS based on the requirements below:

Requirements to be addressed in your proposal:

- Role and/or user based logons that providing stakeholder access to those functions and data required by their position within the City, or as an external applicant or stakeholder.
- We require four users with named, full time access, plus seven additional users with concurrent access.
- Solid Waste software to run both commercial and residential services. Commercial services: roll off and front load containers. Residential services: automated side load, bulk and brush.
- Able to export customer data to Incode 10 for billing. File export in csv or txt format to include field for Incode account number and breakdown of all current charges.
- Must be able to separate residential from commercial billing, must have multiple billing

groups.

- Must have a method to write off balances for all customers monthly.
- Must convert data from current system.
- Customer data initial setup with flexibility to make customer data changes such as; rates, extra charges, etc.
- Routing capabilities for both services by address that recalculates based off GPS and driver completion. Turn by turn routing is not required but useful if it does not add extra cost.
- Able to make new address updates easily and at least quarterly.
- Live view for office use to monitor real time route completion, driver location on route.
- Office to driver real time communications for street closures, missed collections, extra services, carry out addresses, gate codes, container locations, etc.
- Minimal interference for driver uses and interface.
- Continual driver use training for new drivers. This would be driver training module that we would be able to cover with newly hired drivers.
- Must have system to issue/assign/resolve workorders.
- Must provide inventory system for equipment/vehicles/carts.
- Must be able to track and map equipment/vehicles/carts.
- The system must be able to provide useable reports to show growth trends.
- System should be SQL based and provide data warehouse schema.
- Company must provide a support system that is available to take calls and provide answers/resolutions in timely manner.
- Intuitive user interface that streamlines business process flows.
- Program should be in compliance with all local, state, and federal regulations concerning the above processes.
- Integration with Environmental Systems Research Institute (ESRI) GIS map services.
- Integration with Microsoft Office programs and email applications for enhanced communications.
- Ability to interface to other software (i.e. Tyler Incode). *Preferably utilizing an Application Programming Interface (API).*
- User friendly.
- Automated alerts.
- Quick search and reports.
- Property/parcel/address management.
- Capable of attaching notes/files/pictures.
- Budget friendly.
- Options available for Cloud-based or on-premise.
- Must provide service-level agreement with guarantees and financial penalties for down-time.
- Provide agreement that vendor will support Microsoft lifecycle for Operating system and Browser support.
- Vendor should provide technical support during the project until completion of route optimization.
- Vendor should provide Training for all personnel involved.
- Must provide three (3) verifiable references for similar scope of successful projects.
- Must be bonded and insured.

City provided:

- The City will provide technical assistance to export a route file from the ESRI software that accommodates the winning bidder's requirements
- The City will provide a project manager as the main point of contact during this project
- The City will provide testing of updated routing before moving to production

[REST OF THIS PAGE INENTIONALLY LEFT BLANK]

BIDDERS INFORMATION

Bidder's Name: _____

Bidder's Company _____

Bidder's Address _____

Bidder's City/State _____

Bidder's Phone/Fax #_____

Bidder's E-Mail _____

BID FORM

Bidder accepts all of the terms and conditions set forth in the Advertisement for Bid and the Bid Specification Package. Bidder has visited the sites and become familiar with and is satisfied as to the general conditions that may affect cost, progress, and performance of specified work.

When applicable, the City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire RFP.

Proposers may elect not to submit pricing and proposals for all items listed below:

Solid Waste Software (lump sum): ***$ _____***

Signature of Bidder _____

Bidder (print name) _____

EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

- Ability of the vendor to meet the City's requirements – 50%
- Cost of the project – 30%
- References for similar projects from vendor – 20%

City process after proposals are opened:

The City of Sherman will review proposals submitted, schedule potential or staff requested demos, and determine the best value vendor based on the evaluation criteria listed above. Once we have made a determination of the winning vendor, this must be approved by the Sherman City Council before any contract can be signed.

Upon review of proposals, the City of Sherman may request a demonstration meeting from one or more vendors.

Please submit one copy of your proposal marked as "Original".

[REST OF THIS PAGE INENTIONALLY LEFT BLANK]

Contractor References

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

Coverage Required		Limits
_X_	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
_X_	2. General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	3. XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	4. Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate.
___	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.
_X_	6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.	
_X_	7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

X 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

X 10. The Certificate of Insurance must state the project title.

___ 11. Other Insurance Requirements (State Below):

Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:_____.

_____ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ___ day of _____, 202_.

_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 202_.

_____
Notary Public in and for the State of _____
My commission expires: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

TEXAS ETHICS FORM 1295 & VERIFICATION FORM 2270

NOTE: TEC Form 1295 will not be required for all submitting contractors, but, will be required from the recommended contractor prior to award. Verification Form 2270 is required with all proposal submittals. See next page for forms.

INSTRUCTIONS for
State Law Mandated Certificate of Interested Parties Form (Form 1295)

1. Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Sherman City Council must be accompanied by an original signature unsworn declaration, Certificate of Interested Parties, Form 1295.

2. Form 1295 must be completed in accordance with the TEC Rules: (https://www.ethics.state.tx.us/legal/ch46.html) and Section 2252.908 of the Texas Government Code, as amended: (http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB01295F.htm).

3. For questions or issues regarding the TEC rules and state law provisions and how Form 1295 should be completed, please consult with your own legal counsel.

4. In order to fill out and submit Form 1295, you will need to log in as directed on the TEC website: https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

   Tutorials for creating an account and for creating and submitting Form 1295 may also be found on this web page.

5. Please provide the bolded information exactly as it appears below when creating your certificate:

   Who is the contract with? Click the button for **Other**

   Governmental Entity

   Agency/Entity Name: **City of Sherman**

   Contract ID Number: **2022-16**

   Description of Goods and Services to be provided:

   Solid Waste Software

6. All other fields as required or as applicable to the individual vendor must be completed as explained in the tutorial video.

7. Vendors must provide a signed, original signature copy of this form along with four signed, notarized, original signature copies of the contract no later than 14 days after Notice of Recommendation for Award is received. All documents shall be signed by an Officer, Director or other Authorized Agent of the company. If the individual signing as Authorized Agent is not an officer or director of the company, appropriate documentation must be included with these documents to confirm that the individual has the authority to bind the company contractually.

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,

2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name & Title: _____

Firm Name: _____

Date Signed: _____

NOTARIZATION

THE STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned notary public on this day personally appeared _____, on behalf of _____ (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the_____day of _____, 20 __.

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF _____

The following definitions apply to Texas Government Code Section 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

RUBICON

Response to Request for Proposal RFP No. 2022-16

Solid Waste Software

City of Sherman, Texas

August 4, 2022

Submitted by:
Rubicon
100 West Main St., Ste. #610
Lexington, KY 40507

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Cover Letter and Executive Summary

Rubicon® is pleased to submit the following response to the RFP for Routing Software for Solid Waste Collection for the City of Sherman's Solid Waste Department. Rubicon offers an industry-leading, comprehensive, and cost-effective solution designed to run solid waste departments more efficiently and effectively. Rubicon understands the City of Sherman's departmental needs and can execute upon the City's goals given our company's unique experience working with over 80 cities across the United States.

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Rubicon's mission is to end waste; not only physical waste, but also wasted time, wasted tax dollars, and wasted energy for governments, taxpayers, and businesses. Founded in 2008, Rubicon is a technology company that provides technology solutions for commercial and government fleets worldwide. Our work began in the commercial solid waste space over ten years ago. Through our extensive, pre-qualified network of over 7,000 haulers, we serve thousands of commercial sites globally, including Fortune 500 companies such as Best Buy, Dollar General, and 7-Eleven. We collaborate with our commercial and government partners to execute on their operational and sustainability goals, always with an eye towards providing solutions built for long-term economic viability.

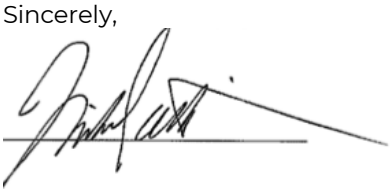
OUR UNDERSTANDING OF SHERMAN'S OBJECTIVES We are aligned with the City's desire to deploy an integrated technology platform specifically designed for refuse collection operations to reduce overall costs, increase operational efficiency, enhance workforce management, and improve customer service for Sherman residents. RUBICONSmartCity™ was designed specifically to help city governments run faster, more efficient, and more effective waste, recycling, and municipal fleet operations. RUBICONSmartCity will provide the City of Sherman's Solid Waste Department with specialized solid waste functionality – service verification, exception noting at the curb, vehicle fault codes, route management, and fleet optimization – to meet the goals outlined in this RFP.

WHY RUBICON IS QUALIFIED Rubicon is uniquely qualified to partner with the City of Sherman on this RFP due to our solid waste specific expertise, our ability to rapidly deploy our solution, and our understanding of the City of Sherman's operation. We are confident our solution provides the systems, data, and insights that will meet the City's ultimate objectives.

STATEMENT OF ACCEPTANCE This cover letter, signed by an authorized representative of Rubicon, constitutes a representation Rubicon is able to perform the services described in this RFP. The response shall remain valid for ninety (90) days.

Rubicon is fully committed to providing the City of Sherman with a best-in-class solution that addresses the City's initiatives. Thank you for your time and consideration. We look forward to the opportunity to continue our partnership with the City of Sherman.

Sincerely,



Michael Allegretti
Chief Strategy Officer
Rubicon Global, LLC

a. Executive Summary

Rubicon is pleased to submit the following bid to provide an integrated waste routing software solution to the City of Sherman, TX. This proposal outlines a tailored solution to ensure that the city realizes its objectives to identify operational enhancements, cost savings, and improved customer service.

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CITY OF SHERMAN'S OBJECTIVES We understand the City of Sherman's main objectives to be the following:

- **Operational Enhancements and Efficiency:** Create more efficient, balanced routes that are accurate and consistent through enhanced routing capabilities including the ability to optimize routes, sequence stops, and balance routes based on a number of predetermined constraints.
- **Identify Cost Savings:** Visibility of daily operations, in near real time, with the ability to capture and analyze operational data for decisions, performance measurement, and improvement that will allow the City to lower fuel consumption and provide preventative maintenance on equipment.
- **Improved Service Verification:** Verify that trash, recycling, and yard waste are collected and provide verifiable proof for customer service representatives in the case that a customer inquires about their collection.

Our solution, built upon our experience and partnerships with cities of all sizes, equips us to successfully meet and exceed the goals of this RFP.

RUBICON'S PROPOSAL To deliver on the contract goals outlined by the City, Rubicon proposes installing RUBICONSmartCity's technology in the City's 21 solid waste vehicles. Our technology suite includes the In-Cab Interface (the ICI), a specially-configured smartphone or tablet, preloaded with our application. The ICI works to collect data that is transmitted in near real time back to a web-based portal (the Portal). If the City wishes to procure smartphone or tablet devices outside of the proposed contract, the Rubicon Driver Application is available for download in the Apple App Store or Google Play Store. A bring-your-own-device (BYOD) pricing proposal is included in Rubicon's response, providing the City with maximum optionality in terms of procurement. As part of our proposal, we also include a full fleet optimization exercise to be completed within the first year under contract.

RUBICONSmartCity allows cities to improve operational efficiencies by expanding the amount and type of information a city can collect, along with creating a digital operation to keep routes accurate, consistent, efficient, and balanced through Rubicon's comprehensive routing solution. City staff can use Rubicon's system to make route changes in real time, on an ad-hoc basis, and push the changes directly to in-cab devices, ensuring operations are running efficiently at any given moment. Our technology enables actionable information about vehicle health, vehicle status, verification of service, issues at the curb, and the ability to log city insights (potholes, graffiti, etc.), saving fuel, staff, and equipment costs. Additionally, through Rubicon's Portal, city designated personnel can access all the data related to operations, actively manage routes, proactively provide customer service, and run detailed reports.

RUBICONSmartCity enables solid waste departments to provide best-in-class customer service while generating a significant return on investment. In our partner cities, we've been able to provide meaningful taxpayer savings, improvements in citizen satisfaction, and

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avoided CO2 emissions equivalent to taking hundreds of passenger vehicles off the road through digitizing operations and improving operation efficiencies. In the City of Kansas City, MO, for example, the City has experienced over $2 million in annual taxpayer savings. We believe in the power of a tailored and holistic approach to best meet the needs of all our partners. We seek forward-thinking partners such as the City of Sherman that aim to optimize their routes to best service their growing population and we would be excited to have an opportunity to help you meet your goals.

Company Background and Experience

Rubicon is a digital marketplace for waste and recycling, and provider of innovative software-based solutions to businesses and governments worldwide. Creating a new industry standard by using technology to drive environmental innovation, the company helps turn businesses into more sustainable enterprises and neighborhoods into greener and smarter places to live and work. Rubicon's mission is to end waste. It helps its partners find economic value in their waste streams and confidently execute on their sustainability goals.

Founded in 2008, Rubicon has been utilizing technology to create smart, sustainable businesses and cities for 14 years. Today, Rubicon is the worldwide leader in providing cloud-based waste and recycling solutions. The company focuses on developing cutting-edge software that brings transparency to the waste and recycling industry, encouraging customers to make data-driven decisions that lead to more efficient and effective operations that drive more sustainable outcomes. With more than 8 million service locations worldwide, Rubicon is headquartered in Lexington, KY, and deploys a remote workforce of just under 500 staff with core teams in Lexington KY; New York, NY; and San Francisco, CA.

In January 2022, Rubicon announced it acquired CIVIX LLC, a routing software and solutions company based out of Freiburg, Germany. Founded in 1999, CIVIX is the developer of the market-leading FleetRoute route optimization and strategic planning software and associated technologies for data collection, in-cab navigation, dispatching, tracking, performance monitoring, and messaging. FleetRoute's geographic information system (GIS) and cloud-based route optimization software is used to solve the most complex high-density routing problems through advanced network algorithms developed specifically for the municipal services, utility, and street surveying industries. With customers in North America, Europe and the Middle East, FleetRoute's book of business includes local governments, councils, and municipalities; private companies and corporations; public utilities; and federal and regional government agencies. In addition to CIVIX's full suite of route optimization services, it also provides operational consulting services as part of its offering.

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Rubicon Technologies, LLC is currently in the process of merging with Founder SPAC and will be going public on the New York Stock Exchange in 2022. As a public company, Rubicon anticipates accelerated tech development and growth in resources.

Rubicon is transforming the traditional waste and recycling industry business model as a Certified B Corporation, affirming that the company meets the highest standards of verified social and environmental performance. Certified since 2012, Rubicon is one of the largest and longest certified B Corporations in the world, joining the ranks of Patagonia and Ben & Jerry's. Rubicon's B Corp status is representative of how we leverage our business as a catalyst for environmental stewardship.

In 2019, B Corp awarded Rubicon "Best for the World" recognitions for "Environment" as well as "Corporate Governance."

Rubicon has also been awarded a Great Place to Work(R) in 2018, 2019, 2020, 2021, and 2022, as well as having been recognized as one of Glassdoor's "Eleven Companies with Seriously Impressive Benefits" in 2018.

RUBICONSmartCity Overview

Our direct and deep experience in the solid waste space is what informs our technology for city partners.

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Our technology was purpose-built through the eyes of municipal drivers and supervisors to best meet their particular needs. The resulting proprietary platform, RUBICONSmartCity, empowers municipal governments to streamline operations and work towards long term sustainability goals, while improving customer service and uncovering taxpayer savings.

The RUBICONSmartCity system was first launched in the City of Atlanta, providing the City's Department of Public Works with transformative data regarding waste and recycling collection services. Rubicon's technology was deployed in the City's fleet of approximately 80 trucks servicing 96,000 locations, leading to potential annual cost savings over $750,000. The deliberate and tailored approach we took in Atlanta has since been enhanced and replicated in all of our city partnerships.

Since that time, RUBICONSmartCity has been rolled out in more than 80 cities across the United States delivering millions of dollars in taxpayer savings, improving customer service scores, and leading to measurable reductions in emissions while improving quality of life. RUBICONSmartCity partners have included Kansas City, MO; Washington, DC; Columbus, OH; Houston, TX; Memphis, TN; Roseville, CA; Spokane, WA; Glendale, AZ; and Pensacola, FL. Multiple cities have won Smart 50 Awards for transforming their solid waste operations with the help of Rubicon, including: Montgomery, AL in 2019; Kansas City, MO in 2021; and Harrisonburg, VA in 2022.

SOLID WASTE EXPERTISE: First and foremost, we are a company that is born from and built for the solid waste industry. **Unlike other companies, which focus on numerous industries or simply fleet telematics, Rubicon is specifically focused on solid waste and recycling operations.** We have over a decade of experience specific to this industry and are the trusted partner for a large swath of the Fortune 500 and Fortune 50 companies. Retail, commercial, banking, grocery and restaurant companies trust us to manage their nationwide waste and recycling portfolios, and in some cases their global portfolios, totaling over 8 million service locations.

Rubicon was founded with the vision to improve economic efficiency and reduce landfill tonnage for both our city and commercial partners. We realized that no company in our industry offered a truly sustainable solution and that imminent environmental regulations demanded better practices and improved metrics. We have experience in helping both our city and commercial partners improve their recycling operations, divert more waste from landfills, and increase cost savings. Our technology was built from this deep knowledge of the waste and recycling industry – its needs, its challenges, and most of all, its opportunities for improvement.

HARDWARE-LIGHT SOLUTION: We know the importance of providing a comprehensive system for cities that is simple and easy to install. That's why we designed our technology not to rely on RFID, cameras, or wires running all over a truck. Drivers simply take smartphones with them each day, place them in the mount on the dashboard, and go. Our solution allows a typical city to be up and running with our technology within 60-90 days of contract signature, even for a large fleet. Rubicon's hardware-light solution streamlines installation and reduces maintenance costs.

RUBICONSmartCity's In Cab Interface (ICI) component is a portable system, allowing it to be transferred from vehicle to vehicle. In practice, this means that when a vehicle is out of service, the technology can simply be moved to the next vehicle that will take its place. With Rubicon's asset-light solution, the City can avoid costly hardware repair and replacement costs that hardware like RFID would require.

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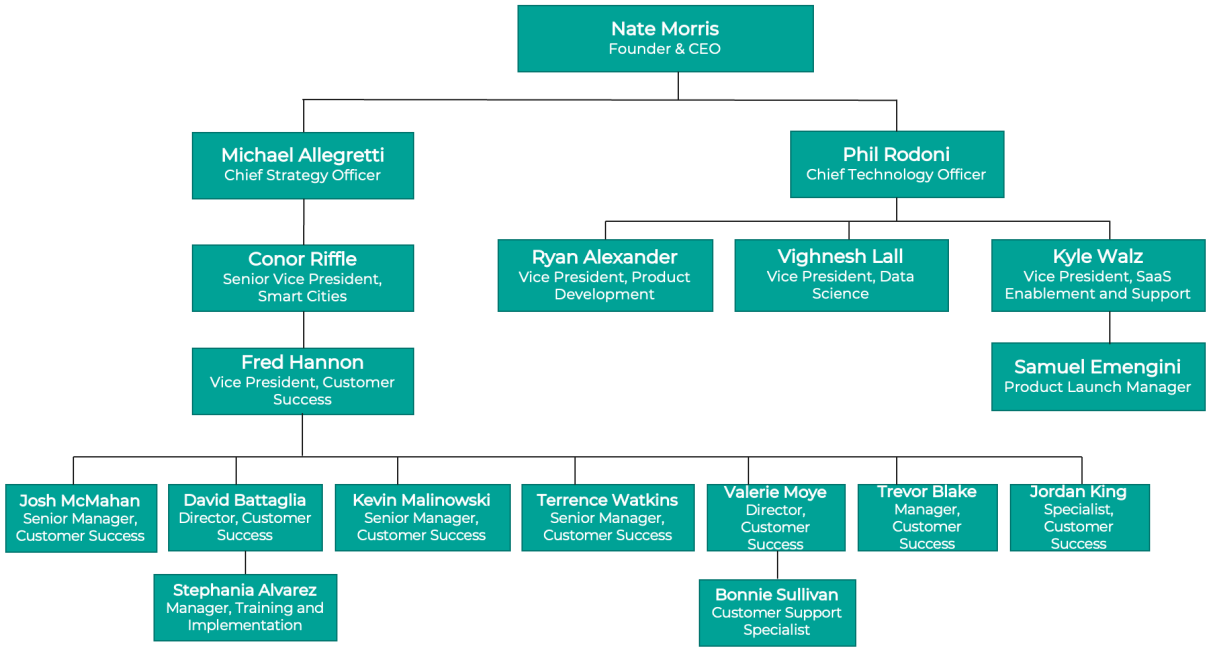
Proposed Project Team Description and Organization Chart

Rubicon will support the City of Sherman across three specialized and experienced teams: Customer Success, Product Development & Technology, and Smart City Partnerships. Each team includes industry experts and professionals who will be responsible for collaborating with City staff to ensure successful implementation, deployment, and maintenance of the technology throughout the contract duration. These teams bring exceptional experience – in routing, solid waste operations, technology, and city government – to meet the City's requirements as outlined in the RFP. The three Rubicon team members who will be principally responsible for this project are:

- Conor Riffle, Senior Vice President, Smart Cities
- Fred Hannon, Vice President, Customer Success
- Emily Silver, Manager, Customer Success

Below is an organizational chart of key personnel, titles, and roles as well as a description of the three core teams:



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Emily Silver- Customer Success Manager
Columbus, OH

EXPERIENCE WITH RUBICON | Emily started at Rubicon in 2022. Her role focuses on assisting our city partners in adopting and implementing Rubicon's technology. This allows cities to achieve greater operational efficiency through a data enabled model.

QUALIFICATIONS | Prior to working at Rubicon, Emily has a strong background in implementing software, focusing on process improvement, and maximizing profitability.

ROLE TO BE PERFORMED | Emily will work in close alignment with Fred as an implementation and training specialist for all implementation and customer support matter.

Fred Hannon- Vice President of Customer Success
New York, NY

EXPERIENCE WITH RUBICON | Fred Hannon joined Rubicon at the start of 2020. He is tasked with the development and management of Rubicon's Customer Success department. Fred previously built customer-focused management teams and has more than 10 years of municipal management experience.

QUALIFICATIONS | Fred has 20+ years of leadership experience, most notably with early-stage companies involved in municipal services. He's held positions in publishing, financial services, parking enforcement and an entrepreneurial venture as a landscape designer. Fred currently manages a team with direct responsibility for Rubicon's entire municipal portfolio including Spokane, WA; Montgomery, AL and Santa Fe, NM.

ROLE TO BE PERFORMED | Fred will oversee all phases of the engagement to ensure the City's needs are met and exceeded. Val will report and escalate any issues to Fred as required. During the

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launch and implementation phase, Fred will dedicate his time to help ensure a seamless transition of the technology deployment. Following the completion of the launch and implementation phase, Fred will support the City on an as-needed basis.

Phil Rodoni- Chief Technology Officer

San Francisco, CA

Phil is the Chief Technology Officer at Rubicon, where he continually seeks opportunities to enhance the company's cloud-based platform and deliver a superior experience to city partners and haulers. Phil has been a part of the Rubicon team since 2015. Phil and his team will be involved in the development and maintenance of the hardware and software throughout the duration of this contract.

Phil is well-versed in financial services, mobile internet, and software development. He was previously the Vice President of Software Development at Esurance where he enabled the company to expand its offerings and geographic footprint. He also worked as Vice President at Charles Schwab, building a platform that supported 100,000 concurrent users, and brings 26 years of industry experience. Rodoni holds a Bachelor of Arts in Economics and Master of Business Administration from the University of California, Berkeley.

As Rubicon's CTO, Phil has played a high-level role in managing the technical support and product development throughout the duration of the contract term for all of the 75+ cities Rubicon has worked with over the last three years.

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Ryan Alexander – Vice President, Product Development
Atlanta, GA

EXPERIENCE WITH RUBICON | Ryan joined the Rubicon team in 2015 and is currently the Vice President of Product Development. His responsibilities include product design and development for the company's customer, vendor, and city technology solutions. During his time at Rubicon, Ryan previously held the position of Product Manager of Mobile Technology Solutions and RUBICONSmartCity.

QUALIFICATIONS | Ryan has worked within procurement specifically with a focus on strategic sourcing initiatives. Throughout his career, Ryan has held multiple positions at a Fortune 500 Company, West Rock, including roles within Procurement, Supply Chain, and Six Sigma. Ryan holds a Bachelor of Science in Mechanical Engineering from the University of Tennessee, Knoxville.

ROLE TO BE PERFORMED | Collaborating with the Customer Success Manager, Ryan will work on the back-end enhancement of hardware and software to meet all of Rubicon's city partner's development requests.

Kyle Walz- Vice President, SaaS Enablement and Support
Atlanta, GA

EXPERIENCE WITH RUBICON | Kyle joined Rubicon in 2016. As Vice President of SaaS Enablement and Support, Kyle is responsible for ensuring that city partners experience a seamless integration with the RUBICONSmartCity technology suite. Prior to his current role, Kyle fulfilled the duties of Director of Launch, Director of OpEx & Innovation, and National Account Launch Manager at Rubicon. Over the past three years, Walz has led a dedicated team of managers and junior managers to construct and implement a robust customer launch process for Rubicon customers. Kyle and his team have launched major national customers totaling thousands of locations across the United States.

QUALIFICATIONS | Kyle came to Rubicon after holding roles in Logistics, Operations, and Transportation Procurement at Amazon.com, BDP International, and JB Hunt. At Amazon, Kyle supported growth strategy for supply chain logistics and managed U.S. outbound global logistics solutions for Amazon customers across multiple marketplaces.

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ROLE TO BE PERFORMED | Kyle will work with Shermans's dedicated Customer Success Manager - Kevin Malinowski - to ensure all the City's technology needs and requests are met.

Conor Riffle-
Senior Vice President, Smart Cities
New York, NY

EXPERIENCE WITH RUBICON | Conor Riffle, Senior Vice President of Smart Cities, joined Rubicon in 2017. He oversees business development and customer success for Rubicon's Smart Cities product. Conor has supported city governments in delivering more sustainable, efficient services for the last ten years.

QUALIFICATIONS | Before Rubicon, Conor was one of the early employees at the Clinton Foundation, where he helped to build the C40, a network of the world's largest cities dedicated to climate change action. Beginning in 2010, Conor served as the founding Director of Cities and Data Product Innovation at CDP, an international environmental NGO. Under Conor's leadership, CDP's cities program achieved global recognition as the premier platform for city governments to report environmental data. More than 600 global cities now use CDP's platform annually. In 2013 and again in 2017, Bloomberg Philanthropies announced major investments in CDP's work with cities. Conor has overseen the successful deployment of RUBICONSmartCity in over 75+ cities.

ROLE TO BE PERFORMED | Conor will oversee all phases of the engagement to ensure the City's needs are met and exceeded. The City's dedicated

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Customer Success Manager will report and escalate any issues to Conor as required.

Michael Allegretti -
Chief Strategy Officer
New York, NY

EXPERIENCE WITH RUBICON | As Chief Strategy Officer at Rubicon since 2016, Michael leads all government partnership and sales efforts, including the licensing of company technology to city governments and pursuing enterprise contracts through competitive bidding. Additionally, Allegretti identifies business risks and opportunities created by federal, state, and local public policy, as well as overseeing Rubicon's marketing, and communications functions. He serves as a thought leader and external spokesperson, authoring opinion pieces, fielding media, and delivering speeches.

QUALIFICATIONS | Allegretti has had extensive experience in public policy throughout his career. Prior to Rubicon, he served as Director of the Center for State & Local Leadership at the Manhattan Institute and the Senior Manager for Public Policy at Uber Technologies. Additionally, Allegretti was a congressional candidate for the U.S. House of Representatives in 2010.

ROLE TO BE PERFORMED | Michael oversees all government partnership and sales efforts, including the licensing of company technology to city governments and pursuing enterprise contracts through competitive bidding.

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Project Schedule and Implementation Plan

RUBICON

PROJECT SCHEDULE + TRAINING PLAN - CITY OF SHERMAN

Exhibit B

**Timing depends on City deliverable

This template workplan outlines how Rubicon will implement a Route and Service Management System for the City of Cedar Rapids. Each step details the events in a sequential manner, identifying key personnel and estimated time required to complete each step.

Steps	Key Personnel	Time		Entities Involved	
PHASE I: IMPLEMENTATION					
INTERNAL KICK-OFF + SET UP	**Rubicon Owner**	**stimated Days to Comple**	**Schedule**	**Rubicon**	**City of Sherman**
Schedule Internal Kickoff	Partnerships Team	0.5	Prior to Project Start	x	
All Project Team Members Identified, including dedicated Customer Success Manager	Partnerships Team / Customer Succes	0.5	Prior to Project Start	x	
Set up Weekly Implementation Meetings for Milestone Updates (Internal to Rubicon)	Partnerships Team	0.5	Prior to Project Start	x	
Finalize Customer Rollout and Implementation Plan	Customer Success Team	5	Within 15 Days of Project Start	x	
Create Basecamp Portal	Customer Success Team	0.5	Within 15 Days of Project Start	x	
Setup and Configure City Support Email Address	Customer Success Team	0.5	Within 15 Days of Project Start	x	
Ask City to Provide Address, Route, Driver, and Truck Data (if not already in progress)	Partnerships Team / Customer Succes	30	Prior to Project Start	x	x
Order Equipment	Customer Success Team	5 - 15	Within 15 Days of Project Start	x	
CITY - RUBICON KICK-OFF	**Rubicon Owner**	**stimated Days to Comple**	**Schedule**	**Rubicon**	**City of Sherman**
Schedule City Kickoff	Customer Success Team	0.5	Within 15 Days of Project Start	x	x
Agree goals and KPIs with City Staff	Customer Success Team	5	Within 15 Days of Project Start	x	x
Agree on Weekly Implementation Updated Format (Meetings, Emails, etc) for Milestone Updates	Customer Success Team	0.5	Within 15 Days of Project Start	x	x
Confirm Financial Set-up Process: Payment Terms, Future Procurement, etc, if necessary	Customer Success Team	0.5	Prior to Project Start	x	
Discuss Any Other Customer Specific Requests or Unique Needs	Customer Success Team	0.5	Within 15 Days of Project Start	x	x
Agree on Key Personnel for Training	Customer Success Team	1	Within 15 Days of Project Start	x	x
Agree to System Testing Acceptance Plan	Customer Success TEam	1	Within 15 Days of Project Start	x	x
Outline Calibration Period	Customer Success Team	0.5	Within 15 Days of Project Start	x	
Agree on Service Times for Issues (Service Level Agreement)	Customer Success Team	2	Within 15 Days of Project Start	x	x
Discuss and Agree on Plan for Immediate Integration with City Systems and Future Integrations	Customer Success Team	3	Within 15 Days of Project Start	x	
City Staff Deliver Address, Route, Driver, and Truck Data	Customer Success Team	10	Within 15 Days of Project Start		x
Upload City Data to Portal	Product Team	30	Depends on City Deliverable	x	x
Create City Portal	Product Team	0.5	Depends on City Deliverable	x	
Gain full alignment on historical baseline data (if applicable)	Customer Success Team	0 - 5	Within 60 Days of Project Start	x	x
INTEGRATION	**Owner**	**stimated Days to Comple**	**Schedule**	**Rubicon**	**City of Sherman**
Schedule City Integration	Customer Success Team / Product Tea	TBD	Ongoing	x	x
Integration Approach Review & Agreement	Customer Success Team / Product Tea	TBD	Ongoing	x	x
Architecture and Environment Discussions	Customer Success Team / Product Tea	TBD	Ongoing	x	x
Rubicon Presents existing API and Integration Solution Architecture	Customer Success Team / Product Tea	TBD	Ongoing	x	
Joint Review of Data Requirements	Customer Success Team / Product Tea	TBD	Ongoing	x	x
Prioritization and Change Control	Customer Success Team / Product Tea	TBD	Ongoing	x	x
Integration with City Software Systems Begins	Customer Success Team / Product Tea	TBD	Ongoing	x	x
IN CAB INTERFACE SETUP	**Rubicon Owner**	**stimated Days to Comple**	**Schedule**	**Rubicon**	**City of Sherman**
Setup Phones and Configure App	Customer Success Team	1	Within 55 days of Customer Data Received**	x	
Enter Device IDs	Customer Success Team	0.5	Within 55 days of Customer Data Received**	x	
ON-SIITE TRAINING	**Rubicon Owner**	**stimated Days to Comple**	**Schedule**	**Rubicon**	**City of Sherman**
Train "Train the Trainer"	Customer Success Team	1	Within 70 days of Customer Data Received**	x	x
Train Drivers on Phones	Customer Success Team	5 - 10	Within 70 days of Customer Data Received**	x	x
Train Supervisors on Phones + Portal	Customer Success Team	5 - 10	Within 70 days of Customer Data Received**	x	x
Train Office Staff on Portal	Customer Success Team	0.5	Within 70 days of Customer Data Received**	x	x
Train Other Department Staff (311 Center, etc)	Customer Success Team	0.5	Within 70 days of Customer Data Received**	x	x
****Launch Training Complete**					
Provide Any Additional Equipment as necessary	Customer Success Team	0 - 5	Ongoing	x	
SOFT LAUNCH	**Rubicon Owner**	**stimated Days to Comple**	**Schedule**	**Rubicon**	**City of Sherman**
Confirm Cellular Data Transmission Consistency	Product Team / Customer Success Tea	5 - 10	Within 80 days of Customer Data Received**	x	
Identify and Correct Any Address, Service, Driver or Truck Inconsistencies	Product Team / Customer Success Tea	0 - 5	Within 80 days of Customer Data Received**	x	
Test Smart Phone Systems	Customer Success Team	0.5	Within 80 days of Customer Data Received**	x	
Provide Additional Training to City Staff as needed	Customer Success Team	0 - 10	Ongoing	x	x
Drivers Login to Routes on Phones Daily	Customer Success Team	1	thin 100 days of Customer Data Received**	x	x
Conduct Dry Runs + Ride Alongs with Drivers as needed	Customer Success Team	0 - 10	thin 100 days of Customer Data Received**	x	x
Supervisors and Office Staff Use Portal to Plan Routes	Customer Success Team	1	thin 100 days of Customer Data Received**	x	x
Customer Success Team and Account Manager Provide On-Site Support and Training	Customer Success Team	Ongoing	Ongoing	x	x
TESTING AND ACCEPTANCE PLAN	**Rubicon Owner**	**stimated Days to Comple**	**Schedule**	**Rubicon**	**City of Sherman**
Launch sytem acceptance plan	Customer Success Team	60	thin 120 days of Customer Data Recieved**	x	x
****System accepted and officially launched**					
PHASE II: RECURRING					
ONGOING SUPPORT	**Rubicon Owner**	**stimated Days to Comple**	**Schedule**	**Rubicon**	**City of Sherman**
Customer Success Team Provides On-Site Support and Training	Customer Success Team	Ongoing	Ongoing	x	x
All Challenges Logged with Plan to Resolve	Customer Success Team	0 - 5	Ongoing	x	
Check-in Cadence Identified and Meetings Scheduled	Customer Success Team	0.5	Ongoing	x	x
Provide Release Notes To Key Staff	Customer Success Team	0.25 / week	Ongoing	x	
Monthly Check-in Call with Key Team Members to Review and Repair Issues	Customer Success Team	0.5 / month	Ongoing	x	x
Schedule and Complete mid-point Check-in	Customer Success Team	0.5	Ongoing	x	x
Provide Visibility on Requested Product Enhancements	Customer Success Team / Product Tea	0.25 / week	Ongoing	x	x
PHASE III: FLEET OPTIMIZATION (Optional)					
FLEET OPTIMIZATION	**Rubicon Owner**	**stimated Days to Comple**	**Schedule**	**Rubicon**	**City of Sherman**
Pull Vehicle Route Performance Data from System	Product Team	5	hin 30 days of Fleet Optimization Kick Off**	x	
Obtain GIS Centerline Files From City	Customer Success Team / Product Tea	7	hin 30 days of Fleet Optimization Kick Off**	x	x
Validate Centerline Files from City and Setup Norfolk Map	Customer Success Team / Product Tea	14	hin 45 days of Fleet Optimization Kick Off**	x	
Validate all Addresses and Services	Customer Success Team / Product Tea	21	hin 45 days of Fleet Optimization Kick Off**	x	
Setup Cedar Rapids Contraints, Load Addresses, and Create Zones	Customer Success Team / Product Tea	14	hin 90 days of Fleet Optimization Kick Off**	x	
Validate New Zones with City	Customer Success Team / Product Tea	1	hin 90 days of Fleet Optimization Kick Off**	x	x
Create Daily Routes for Each Zone	Customer Success Team / Product Tea	10	hin 90 days of Fleet Optimization Kick Off**	x	
Validate New Daily Routes with City	Customer Success Team / Product Tea	1	hin 90 days of Fleet Optimization Kick Off**	x	x
Testing Period	Customer Success Team / Product Tea	7	n 120 days of Fleet Optimization Kick Off**	x	
City Confirms Go Live with New Zones and Routes	Customer Success Team / Product Tea	1	n 120 days of Fleet Optimization Kick Off**	x	x
Drivers Go Live with New Zones and Routes	Customer Success Team / Product Tea	1	n 180 days of Fleet Optimization Kick Off**	x	
Calibration and Adjustment Period to Finalize Routes and Zones	Customer Success Team / Product Tea	14	n 180 days of Fleet Optimization Kick Off**	x	
City Signs off on Project	Customer Success Team / Product Tea	1	n 180 days of Fleet Optimization Kick Off**	x	x

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Response to the Requirements

Overview of the Technology

Rubicon proposes installing RUBICONSmartCity's core hardware and software components. RUBICONSmartCity's suite of technology utilizes a smartphone or tablet preloaded with our customized application (which we refer to as the in-cab interface, or ICI). The data collected from the ICI is transferred in near real time to the Portal, Rubicon's browser-based dashboard.

RUBICONSMARTCITY HARDWARE AND SOFTWARE

RUBICONSmartCity is a flexible solution enabling easy transfer across vehicles and applicability across a variety of fleet operations. It is likely that not all of the City's heavy vehicles are on the road every day, and it is not uncommon for multiple vehicles to be in the shop for maintenance purposes. Our flexible platform ensures the City is only deploying technology that is actually needed, enabling municipal government to do more with less.

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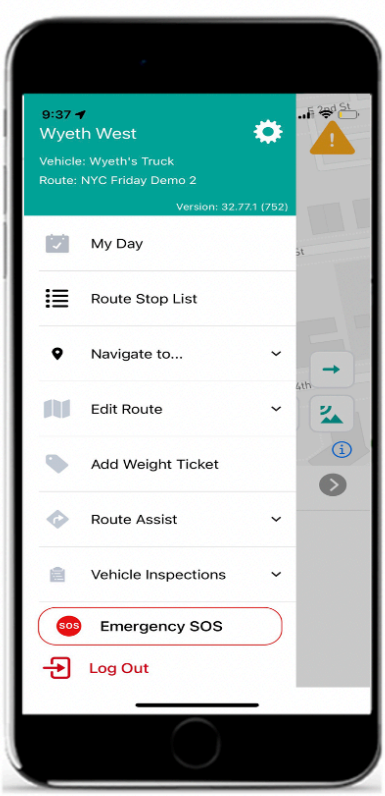

ICI DISPLAYING THE ACTION MENU

RUBICON'S IN-CAB-INTERFACE: The second key component of our solution is the ICI, which sits in a swivel mount inside the cab of the truck, requiring no hard-wiring. The ICI was purposely designed to be mobile and interchangeable allowing any operator to use any ICI in any vehicle. Cities have the option to either have Rubicon provide the ICI or to procure their own device.

SAMSARA VEHICLE GATEWAY: Samsara will provide their GPS / telematics monitoring unit, the vehicle gateway (5-minute install). The Vehicle Gateway integrates information from a variety of built-in and accessory sensors including cameras, providing a comprehensive and intuitive view of your fleet. The Vehicle Gateway monitors engine diagnostics, fuel efficiency, driver productivity, and safety. Samsara's advanced GPS technology also simultaneously reads from multiple independent satellite systems, providing precise, real-time location even in challenging geographical environments.

SAMSARA CAMERA CONNECTOR HUB: Samsara's camera connector hub installs in under 15 minutes and allows you to pull footage from your existing camera systems into Samsara's dash camera and up into the cloud. With the camera connector you can pull footage from all your cameras and your dash cameras in real time and in a single view to replay pivotal moments.

RUBICON'S DRIVER APP: The ICI is responsible for tracking data points such as vehicle location, route completion, and service verification for commercial pick-up locations and residential service areas without RFID. The ICI also provides turn-by-turn capabilities, route information, transit time estimates, and weight ticket logging to support improved collection operations and customer service. In addition, the ICI enables operators to complete a fully electronic and DOT compliant pre- and post-trip inspection for every trip. The Driver App also

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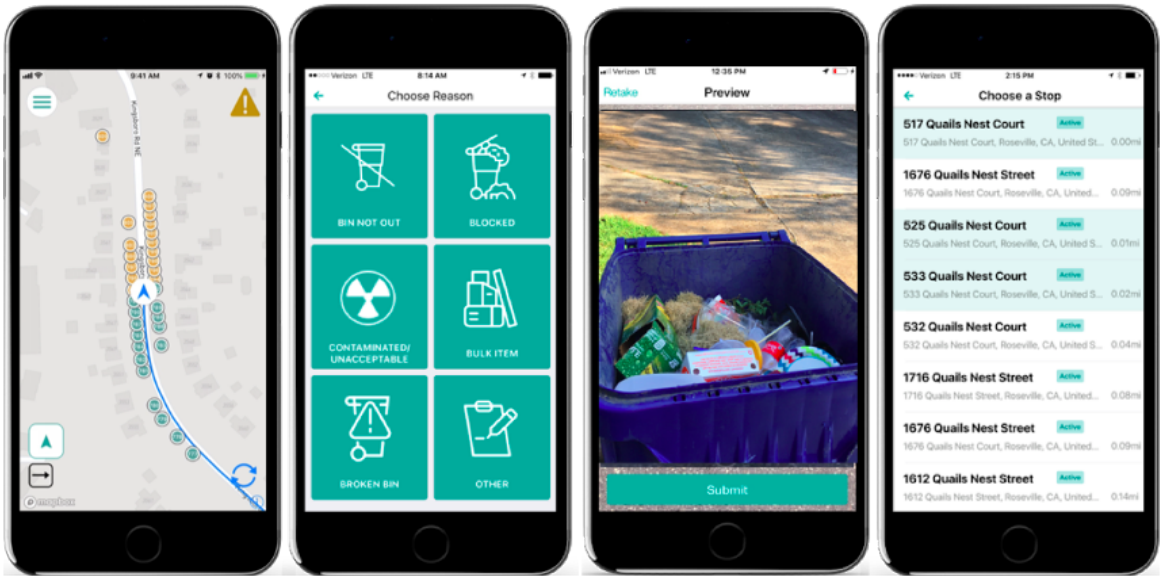
supports two-way messaging so supervisors and drivers can easily notify each other of important updates as drivers are running routes. The app also enables drivers to assist other drivers with completing their routes in the event of on-route truck breakdowns or other issues that require assistance. These supported features enable our city partners to fully digitize their operations and keep operations flexible.

The ICI provides operators with turn-by-turn directions to specific points. Operators can choose from a pre-populated list of destinations (for example, the first or last stop of their route, a disposal facility, the truck yard, and directions along a sequenced route). Other notable features include a return-to-route feature, transit time estimates, as well as the ability to provide directions audibly. Navigation is particularly helpful for operators who are new to routes (for example, in the case of sickness or employee turnover). This has been especially important in ensuring a safer operating environment during the COVID-19 public health emergency.

The ICI also empowers operators to relay issues as they see them along their route by tapping an exception button on the ICI. These exceptions provide office staff with real time information on an address-by-address level of what an operator is encountering while on route. The list of exceptions is vast and customizable, with standard items including overflowing containers, contaminated bins, and illegal bulk waste or yard waste. Beyond reporting an exception, the ICI allows operators the ability to capture images using the device to provide office staff and supervisors with additional insight into issues encountered on route. A reduction in citizen calls or text messages is a common benefit of the system reported by our partners, because as your operators document issues with photos, your customer service representatives in the solid waste department or elsewhere in the City are able to communicate this new level of documentation to citizens. If desired, the images operators capture on the route can prompt an automatic email to the customer providing further accountability.



ICI DISPLAYING A WORKFLOW FOR LOGGING AN EXCEPTION AT THE CURB

The ICI also allows operators to make notes at each address. For example, operators can log notes about the specific location of a bin at a particular address, allowing any operator the ability to proficiently run any route. Notes created by office staff or operators are linked to the

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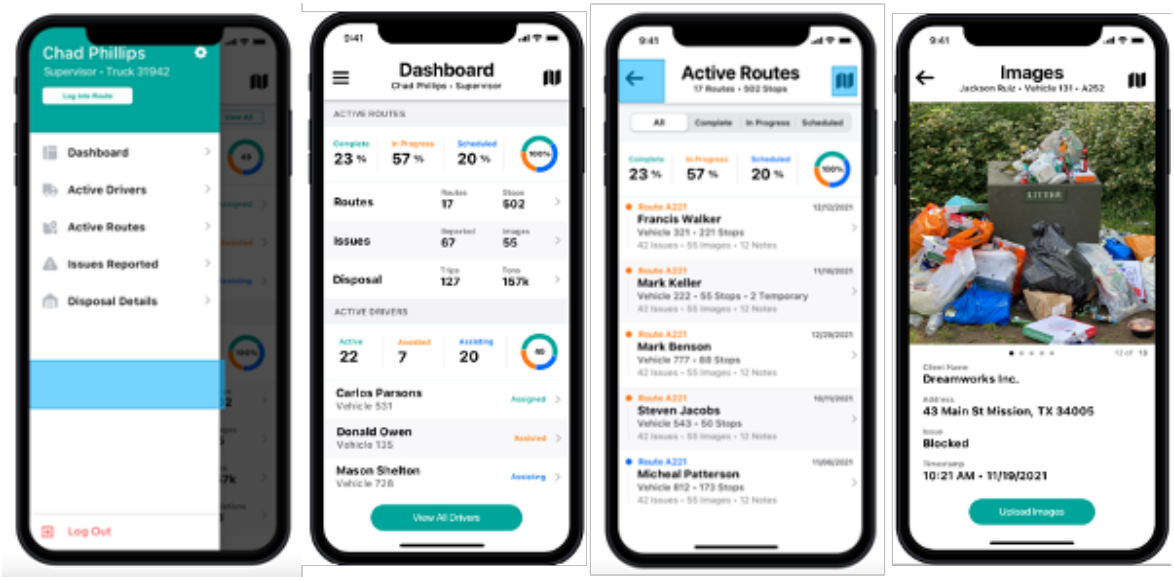
customer address and are available for office review and can be visible to other drivers in a scenario where they need to provide assistance on a route.

Through the Rubicon portal supervisors have the ability to send messages to their drivers. Messages can be sent to an individual driver, the entire fleet, a specific vehicle type or drivers on a specific route. The messaging tool is often utilized to alert drivers of potential issues on route. Whether it is avoiding specific areas or directing another driver to assist on a route the ability for two messaging is a powerful tool that is utilized by many of Rubicon's city partners. Messages are confirmed through read receipts and will be displayed as a pop up on the ICI when received by a driver.

Finally, If a driver is unable to complete his or her assigned route for any reason (i.e. vehicle maintenance issues or equipment failure) the driver can request assistance utilizing the ICI. Drivers select Route Assist from the ICI menu and an alert is sent to nearby vehicles to inform them of the request. If a nearby driver accepts the request, he or she can utilize turn-by-turn directions to be routed to unfinished stops on the new route.

SUPERVISOR APP: Rubicon has also developed an App experience specifically designed to help solid waste field supervisors manage operations when on the move. In the Supervisor App, City users can quickly review a driver's location, route progress, disposal and any reported exceptions in real time. If a truck has maintenance issues or a driver is in need of assistance, City users can use the App to identify the truck's location and utilize turn-by-turn directions to navigate to the driver. City supervisors and code enforcement officials can utilize the App to investigate exceptions reported at the curb and more efficiently respond to service requests when in the field. The App experience can be customized for each Supervisor so that the user is only viewing routes or drivers associated with his or her section of the City.



ICI DISPLAYING THE SUPERVISOR APP

THE PORTAL: The information collected by RUBICONSmartCity's ICI feeds back into the Portal in near real-time. Often referred to as the command center of RUBICONSmartCity, the Portal is a password protected, browser-based dashboard that is a city's centralized platform for all

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solid waste operational data. Rubicon provides access to the Portal to an unlimited number of users at no additional cost, and levels of access can be customized by the City. Using the Portal, city staff gain access to route management and planning tools to enable the most efficient operation. Dispatchers can easily create, edit, and optimize both recurring and point-to-point routes. Digitized customer, route, and vehicle information can be searched, edited, and exported. For day-to-day operations, the dashboard displays service verification, a map of all vehicles and their locations in near real time, and insights to aid effective and flexible operations. Supervisors can monitor route progress and adjust stops as needed. Meanwhile, customer service representatives can utilize data that the ICI gathers at the curb about collection issues in order to respond to citizen 311 requests in near real time. To drive long-term operational improvement, the Portal provides reports and presents data that supervisors and office staff can use to develop new training and procedures. This also includes improving driver safety, optimizing routes, and focusing on preventative maintenance.

RUBICONSmartCity Functionality and Associated Benefits for Sherman

Digitize Operations

RUBICONSmartCity provides a full-service customer, route and work order management solution for city solid waste operations. First and foremost, Rubicon's platform will empower the City of Sherman to switch from a manual process to a largely automated process built around digital route sheets and digital customer service history views. Rubicon's team will work with the City of Sherman to digitize Sherman's customer and route data.

In the Rubicon Portal, cities can keep their customer and route information up to date as well as ensure operations remain the most efficient. In the "Customer" Tab within the Portal, supervisors and dispatchers can view customer service information and service history. RUBICONSmartCity arranges customer accounts in tiers and each location can be built to receive any number of service types as well as container types. The Portal allows for quick and easy look up of residential and commercial customer accounts. Within the customer details page a supervisor or manager can quickly identify what services are provided to each location associated with an account. Furthermore, by selecting the account's service history the manager is able to review all of the services associated with that account, and the status of each respective pick up. Each service type and container type are captured along with pictures of any issues the driver may report while servicing that account. This provides City staff quick access to a detailed ledger for each account. When the City needs to add or remove customers, or change the status of a certain customer account, the Supervisors can add information individually or bulk upload service accounts through a pre-populated Excel via the Customer Upload tool.

With the ICI, operators can also navigate through their routes with turn-by-turn directions. Operators can choose from a pre-populated list of destinations (for example, the first or last stop of their route, a disposal facility, the truck yard, and directions along a sequenced route). Other notable features include a return-to-route feature, transit time estimates, as well as the ability to provide directions audibly. Navigation is particularly helpful for operators who are new to routes (for example, in the case of sickness or employee turnover). This has been especially important in ensuring a safer operating environment during the COVID-19 public health emergency.

Monitor & Adjust Operations in Real Time

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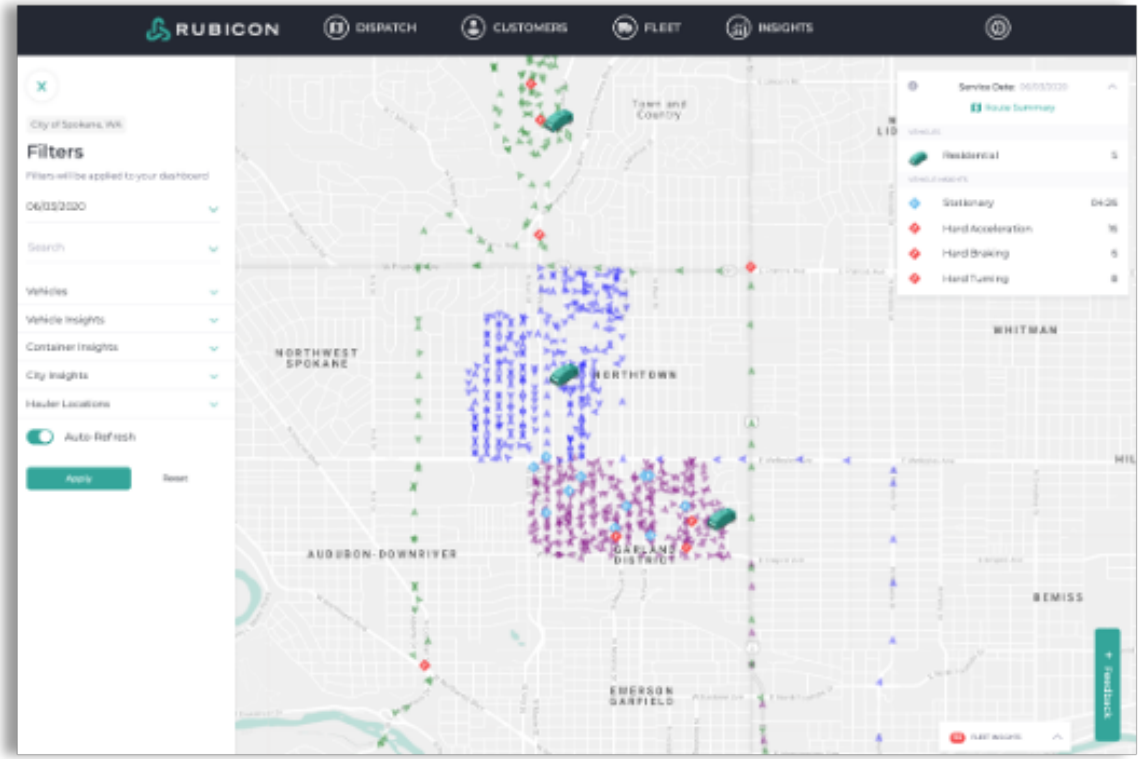
RUBICONSmartCity provides a GPS/AVL system for vehicle tracking. Once installed, the Rubicon ICI enables supervisors and in-office staff to track all vehicles using the Portal. Additionally, the Portal displays historical breadcrumb trails to show where the vehicle has driven, the heading of the vehicle, the speed of the vehicle. The Portal also houses vital information about operator behavior including speeding instances.



VIEW OF THE PORTAL SHOWING BREADCRUMB TRAILS

City staff can also manage, edit, and optimize all routes in Rubicon's Portal. In the Dispatch tab supervisors and in-office staff can view daily route progress in real time. Supervisors have the ability to hover over any truck or route on the live map dashboard to view individual route progress. Using this information, supervisors can identify where and if routes need to be adjusted to ensure the best customer service. For recurring MSW routes, the City of Sherman can easily view, edit, and/ or optimize stops automatically in the Portal to ensure maximum efficiency and cost savings. Sequencing takes into consideration a number of factors including reducing left turns, trips to a landfill, and other constraints. This functionality can be especially helpful as new customers are added or removed from existing routes, enabling cities to maintain optimized routes through these changes.

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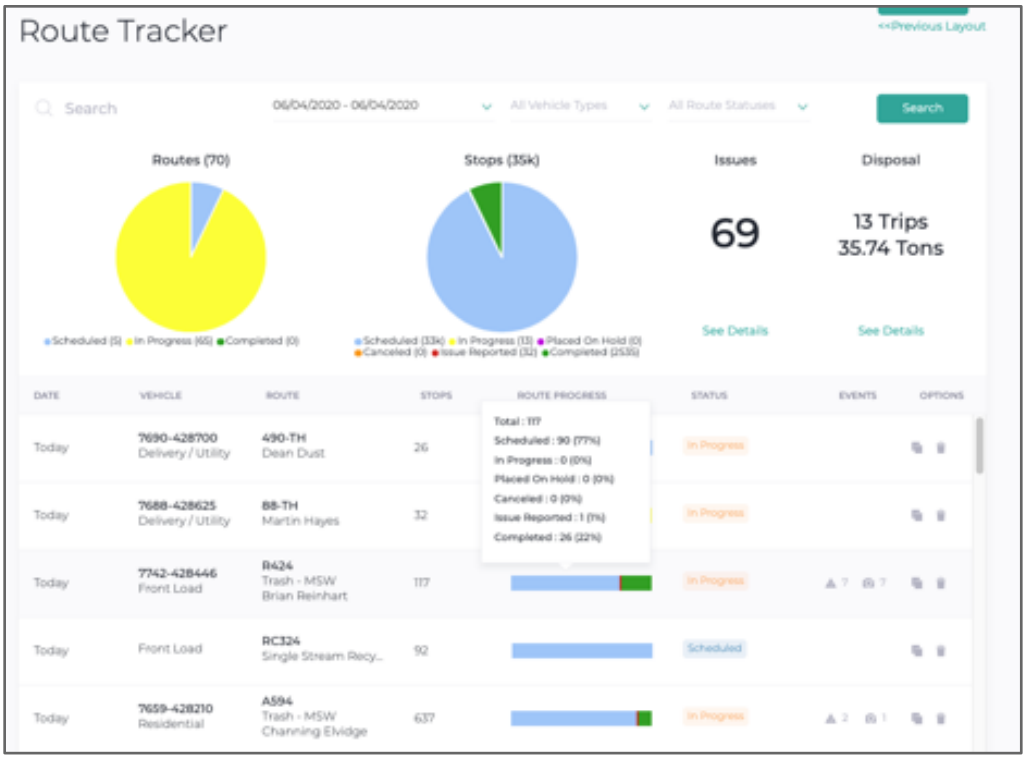

SCREENSHOT OF ROUTE TRACKER PAGE

Drivers also work together to cover each other's stops in the case of a vehicle breakdown or other unanticipated emergency. If a driver is unable to complete his or her assigned route for any reason (i.e. vehicle maintenance issues or sickness) the driver can request assistance utilizing the ICI. Drivers select "Route Assist" from the ICI menu and an alert is sent to nearby vehicles to inform them of the request. If a nearby driver accepts the request, he or she can utilize turn-by-turn directions to be routed to unfinished stops on the new route. Customer locations along the new route will be displayed in a different color and shape on the ICI to provide clarity for the driver. Our system will recognize that another vehicle (or multiple vehicles) are assisting and verify service as usual. This functionality is particularly helpful if a truck breaks down mid-route with a maintenance issue, and will help Sherman guarantee consistent service to all of its customers.

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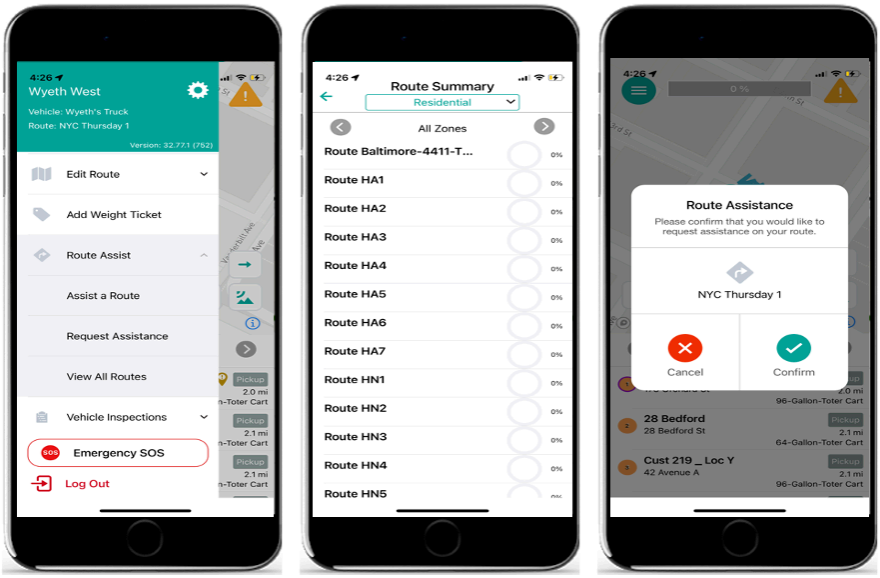

SCREENSHOT OF ROUTE ASSIST ON THE ICI

Reduce Missed Pick Ups & Unnecessary Go Backs

One of RUBICONSmartCity's unique abilities is to verify service in residential service areas, in real-time, without using RFID. Based upon Rubicon's experience, relying on cumbersome hardware to operate consistently and accurately is a cost liability. We are intimately familiar with municipal government and its budgetary constraints. By providing a hardware-light solution instead of one that is hardware-intensive, we are able to save the city money, both in upfront costs and in long-term hardware repair and replacement costs. Without extensive hardware, the risk of continued maintenance costs and outdated hardware is essentially eliminated.

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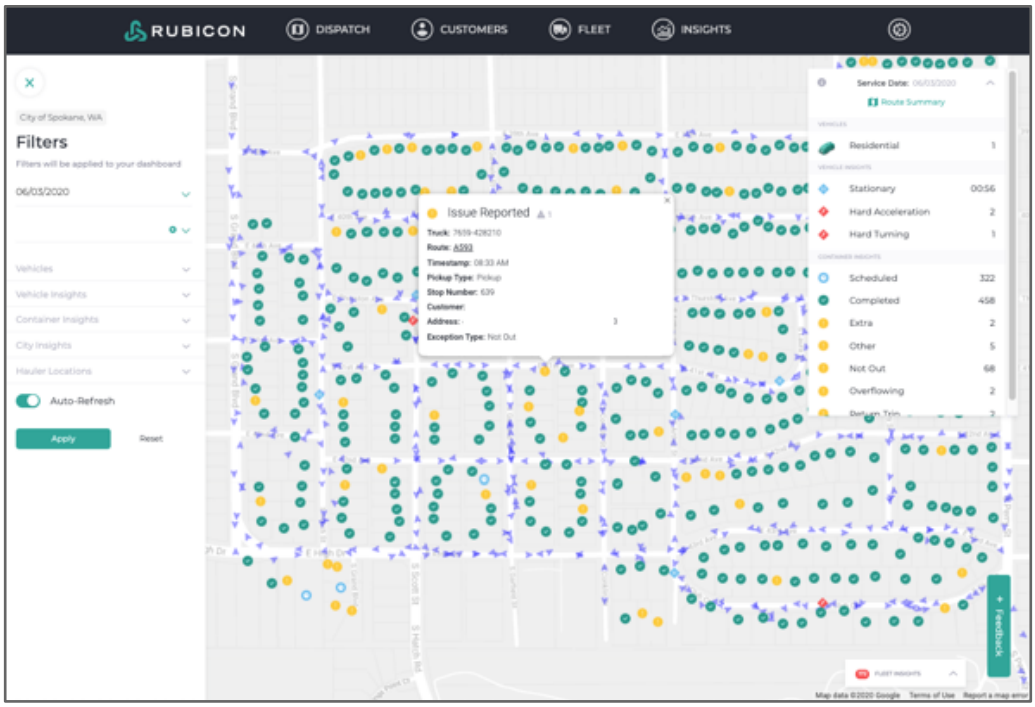

PORTAL DISPLAYING A DETAILED VIEW OF A ROUTE SHOWING COMPLETED STOPS (GREEN), SCHEDULED STOPS (BLUE), AND YELLOW STOPS (A REPORTED EXCEPTION)

To verify that service has occurred in a particular area, our solution leverages the ICI to collect a multitude of parameters about the operation of solid waste vehicles. Using the speed and location of a solid waste vehicle in conjunction with a geocoded customer address, we are able to verify that the vehicle was servicing the area. Our patented technology analyzes the collected parameters to determine if service could have taken place. Using the ICI, operators can flag issues along the route to better inform supervisors and in-office staff about reasons why they were unable to perform service at a given address. This technology allows the solid waste department to verify when and where service has taken place, reducing unnecessary trips, vehicle wear and tear, and overtime.

A key area of future opportunity is reducing the number of missed pickups and recording the number of go backs performed by the Department through Rubicon's technology. Using RUBICONSmartCity, office staff can identify if/ when citizens' requests for a return trip are unwarranted. Although the Department may continue to perform this service free of charge, the City is armed with data on the number of service calls and go-backs requested and the costs associated with this service.

Enable Data-Driven Operations

Rubicon provides daily insights and reporting to help cities understand trends, patterns, and opportunities. Fleetwide analytics, real-time driving insights – pickups per hour, stationary time, speeding, trip time, and others – are visually displayed on the Portal's Insights page, giving managers greater understanding of operations both historically and as they unfold. In addition, City staff can quickly download and export reports into Excel for further analysis. Some of these on-demand reports include Route summary, Driver Performance Metrics (including a unit's start, stop, time on site, as well as instances of speeding, idle time, etc.), Route Issues Reported, Disposal Data, and more. The City of Sherman's Project Manager, Emily

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Silver will also work with the City to identify areas where operations can be streamlined and optimized.
Through geofencing, supervisors can begin to understand how and where drivers are spending their time each day. Geofencing, in combination with the ICI, provides the ability to identify particular days or routes where drivers are spending an inordinate amount of time at a disposal facility, or better understand the time spent either servicing or transiting to and from a route, as well as the time spent in their respective yards or operational facilities each day. All of this data is presented in an easy to digest format directly in the Portal.

ROUTE PLAYBACK FEATURE IN PORTAL

Additionally, through geofencing, supervisors can begin to understand how and where drivers are spending their time each day. Geofencing, in combination with the ICI, provides the ability to identify particular days or routes where drivers are spending an inordinate amount of time at a disposal facility, or better understand the time spent either servicing or transiting to and from a route, as well as the time spent in their respective yards or operational facilities each day. All of this data is presented in an easy to digest format directly in the Portal.

Two-Way Messaging

Supervisors and drivers can communicate through two-way messaging in the Portal and in the Driver App so they can notify each other of issues, alerts, and reminders throughout the day.

In the Portal, dispatchers can notify drivers of important alerts such as traffic or a driver in need of assistance so that they can efficiently manage drivers throughout the day. Dispatchers can click on the “Messages” window in the bottom right of the Portal screen. When expanded, the user can view existing messages by clicking on the individual message or send a message by clicking the “+ New Message” button. A portal user can send messages to all drivers, an individual driver, all drivers of a specific vehicle type, and all drivers of a specific route. Portal users can also hover over or click on the check mark of a delivered message to see which drivers have viewed which message and at what time.

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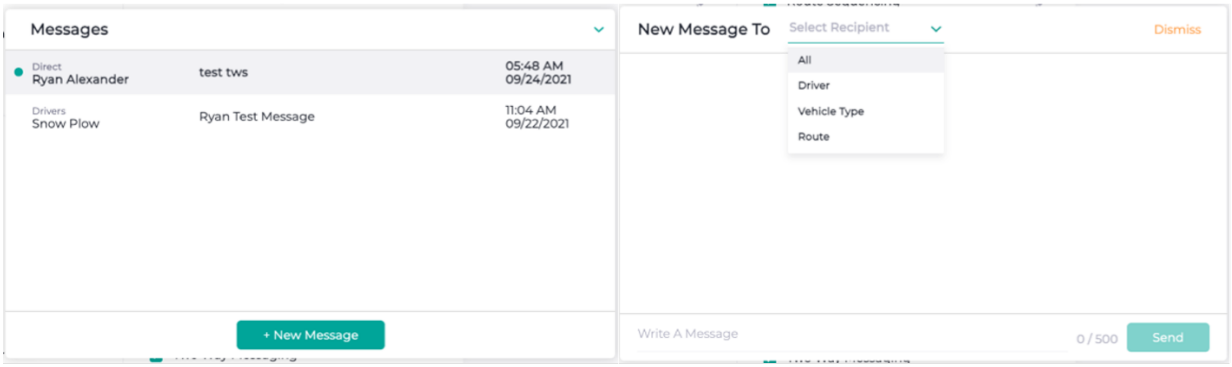

SCREENSHOT OF THE MESSAGES WINDOW IN THE PORTAL: 1) SHOWING THE EXISTING MESSAGES AND THE "+ NEW MESSAGE" BUTTON; 2) SHOWING HOW TO SELECT THE RECIPIENT(S) OF A MESSAGE

In the Driver App, drivers can notify dispatchers if they encounter issues on the route and need another driver to assist their route. Drivers can see a "Messages" option in the Action Menu. If selected, the driver sees a list of all current messages. If selected, the Driver can see a list of all current messages and can click the "New Message" icon to compose a new message.

The Driver can click on an existing message to see the message details and history. Pop up messages are displayed for new incoming messages. The Driver can click "OK" to dismiss or "Reply/ View" to view details and respond as needed. A driver can respond to an individual message.

Drivers can send a message to an individual portal user by replying to an individual message from that user, by clicking "New Message" from the Messages menu, or by selecting the portal user to whom they would like to send the message. Currently, drivers can only send messages to one user at a time. The Driver can click on an existing message to see the message details and history.

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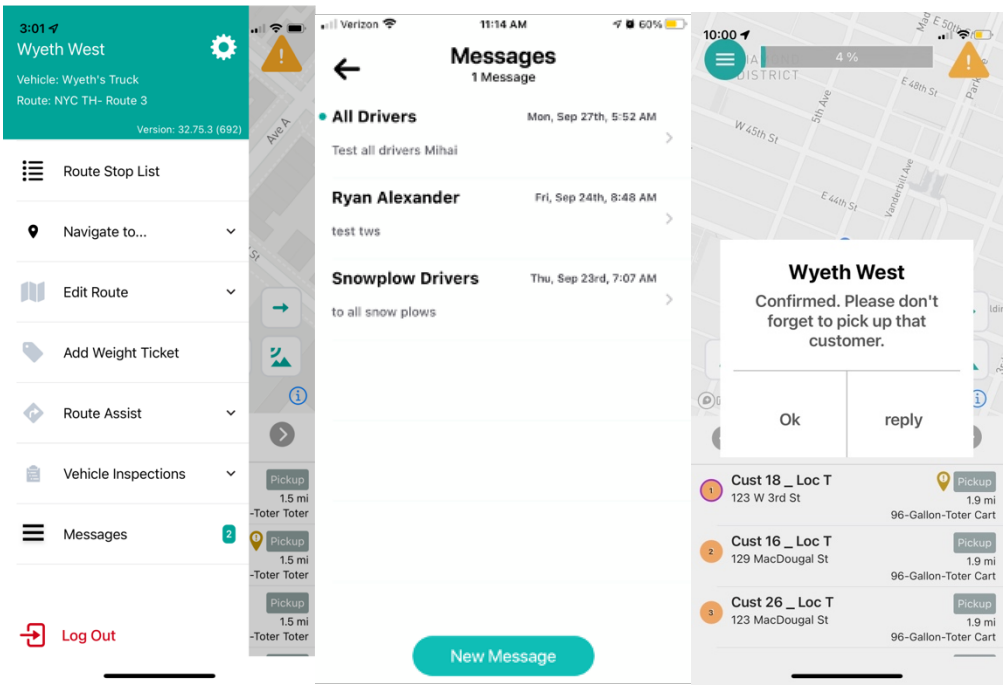

SCREENSHOT OF THE MESSAGES FEATURE IN THE DRIVER APP: 1) SHOWING THE "MESSAGES" OPTION; 2) SHOWING THE MESSAGES BOARD WITH EXISTING MESSAGES AND THE "NEW MESSAGE" ICON; 3) SHOWING A POP-UP INCOMING MESSAGE

Using Solid Waste Fleets to Deliver Proactive Citizen Service

Because solid waste vehicles are the only city vehicles to go down every street at least once a week, cities can use their solid waste fleet to proactively address problems in the City before residents reach out.

RUBICONSmartCity's "City Insights" functionality allows drivers to record city issues that go beyond the collection of waste and recycling, such as potholes, downed power lines, and illegal dumping.

Similar to logging an exception at the collection point, drivers click the City Flagging tag on the exception button. It will bring up a list of preselected options and the driver selects the appropriate option, takes a photo of the problem, then geotags the location.

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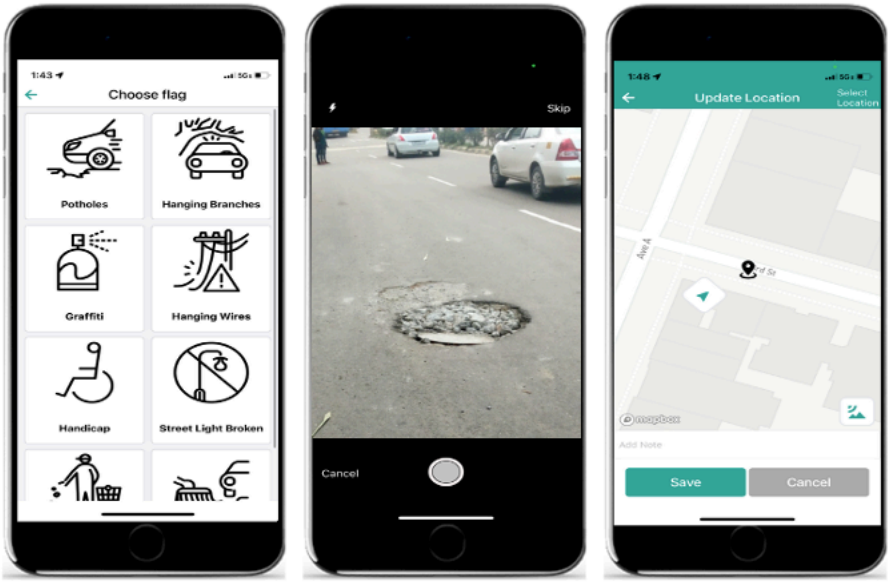
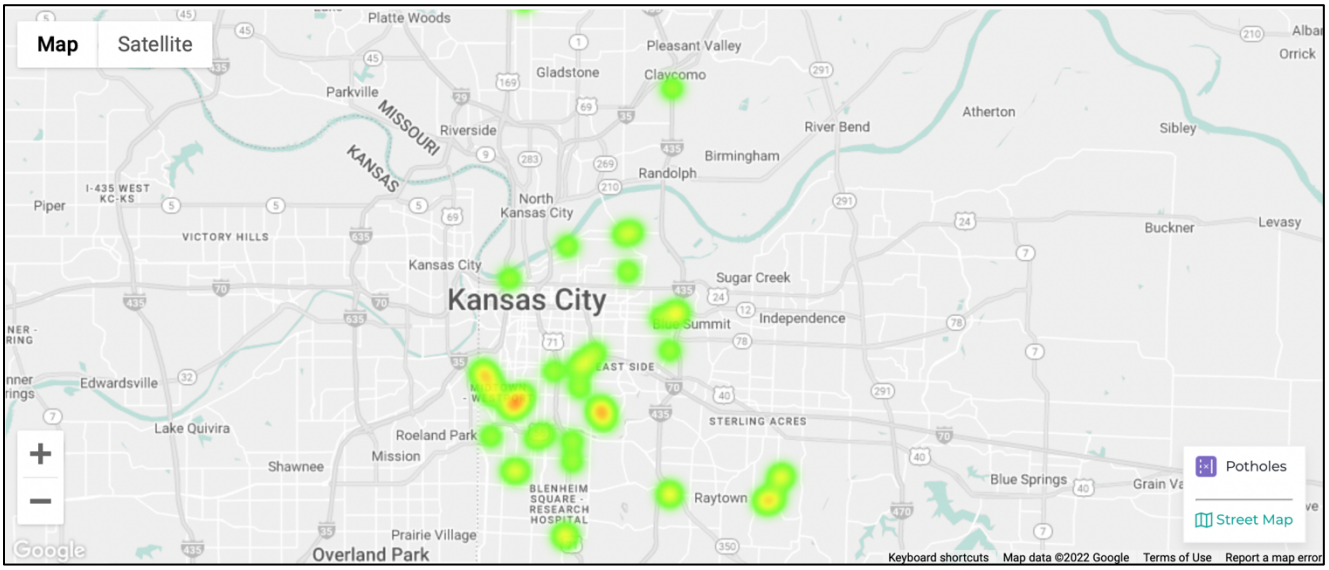


CITY INSIGHT FLAGGING IN THE ICI

In the Portal, administrators will be able to view the City Insight tags on a map as well as in exportable list form. In a partner city, Rubicon integrated with their work order management system. Insights that are logged on the ICI are sent through the Portal to the work order management system, allowing the City to proactively address problems.



A HEATMAP OF TAGGED CITY INSIGHTS

	A	B	C	D	E	F	G	H	I	J	K	
1	Date	Insight	Address	Route	Vehicle	Status	Lat	Long	Notes	Image Count	Route Details	Z Picture
2	4/22/22	Potholes	4710 Fairmount Ave, Kansas City, MO 64112, USA		63023	Open	39.04226083	-94.60438067		1		https://image-handler.prod.aws.rubic
3	4/22/22	Potholes	2720 Nicholson Ave, Kansas City, MO 64120, USA		62018	Open	39.12447883	-94.54818633		1		https://image-handler.prod.aws.rubic
4	4/22/22	Potholes	4833 Jarboe St, Kansas City, MO 64112, USA		63023	Open	39.03932833	-94.5996455		1		https://image-handler.prod.aws.rubic
5	4/22/22	Potholes	4833 Jarboe St, Kansas City, MO 64112, USA		63023	Open	39.039332	-94.59965067		1		https://image-handler.prod.aws.rubic
6	4/22/22	Potholes	4833 Jarboe St, Kansas City, MO 64112, USA		63023	Open	39.039338	-94.5996525		1		https://image-handler.prod.aws.rubic
7	4/22/22	Potholes	6525 E 103rd St, Kansas City, MO 64134, USA		63026	Open	38.93737017	-94.51289767		1		https://image-handler.prod.aws.rubic
8	4/22/22	Potholes	7333 NE 48th St, Kansas City, MO 64119, USA		63043	Open	39.18041783	-94.4936865		1		https://image-handler.prod.aws.rubic
9	4/22/22	Potholes	7801 E Truman Rd, Kansas City, MO 64126, USA		63040	Open	39.09207	-94.49112567		1		https://image-handler.prod.aws.rubic
10	4/22/22	Potholes	5900 NE 49th St, Kansas City, MO 64119, USA		63040	Open	39.18261983	-94.5108685		1		https://image-handler.prod.aws.rubic
11	4/22/22	Potholes	2635 Poplar Ave, Kansas City, MO 64127, USA		62018	Open	39.07685483	-94.52580867		1		https://image-handler.prod.aws.rubic
12	4/22/22	Potholes	2601 Poplar Ave, Kansas City, MO 64127, USA		62018	Open	39.07792833	-94.52579067		1		https://image-handler.prod.aws.rubic
13	4/22/22	Potholes	2601 Poplar Ave, Kansas City, MO 64127, USA		62018	Open	39.07793883	-94.52580117		1		https://image-handler.prod.aws.rubic
14	4/22/22	Potholes	2601 Poplar Ave, Kansas City, MO 64127, USA		62018	Open	39.07794067	-94.5257995		1		https://image-handler.prod.aws.rubic
15	4/22/22	Potholes	2732 Jackson Ave, Kansas City, MO 64128, USA		62018	Open	39.07533133	-94.53414567		1		https://image-handler.prod.aws.rubic
16	4/22/22	Potholes	3829 Troost Ave, Kansas City, MO 64109, USA		62018	Open	39.056079	-94.572107		1		https://image-handler.prod.aws.rubic
17	4/22/22	Potholes	5701 Bales Ave, Kansas City, MO 64130, USA		62018	Open	39.02224267	-94.54507683		1		https://image-handler.prod.aws.rubic
18	4/22/22	Potholes	2700 Manchester Trafficway, Kansas City, MO 64129, USA		63023	Open	39.07337817	-94.49613		1		https://image-handler.prod.aws.rubic
19	4/22/22	Potholes	5730 E Front St, Kansas City, MO 64120, USA		63026	Open	39.13068483	-94.51586517		1		https://image-handler.prod.aws.rubic
20	4/22/22	Potholes	6850 E Front St, Kansas City, MO 64120, USA		63043	Open	39.130262	-94.50134717		1		https://image-handler.prod.aws.rubic
21	4/22/22	Potholes	2519-2561 NE Chouteau Trafficway, Kansas City, MO 64120, USA		63041	Open	39.14578767	-94.53405083		1		https://image-handler.prod.aws.rubic
22	4/22/22	Potholes	NE Chouteau Trafficway, Kansas City, MO 64120, USA		63041	Open	39.1422115	-94.53244733		1		https://image-handler.prod.aws.rubic
23	4/22/22	Potholes	1974 NE Chouteau Trafficway, Kansas City, MO 64120, USA		63041	Open	39.14202883	-94.53235067		1		https://image-handler.prod.aws.rubic
24	4/22/22	Potholes	NE Chouteau Trafficway, Kansas City, MO 64120, USA		63041	Open	39.14130367	-94.531944		1		https://image-handler.prod.aws.rubic
25	4/22/22	Potholes	11501 Bannister Rd, Kansas City, MO 64134, USA		63026	Open	38.94993817	-94.44920367		1		https://image-handler.prod.aws.rubic
26	4/22/22	Potholes	5127 NE 45th St, Kansas City, MO 64117, USA		63043	Open	39.17548733	-94.518757		1		https://image-handler.prod.aws.rubic
27	4/22/22	Potholes	4536 N Oakley Ave, Kansas City, MO 64117, USA		63043	Open	39.17689417	-94.51438333		1		https://image-handler.prod.aws.rubic
28	4/22/22	Potholes	5304 NE 45th Terrace, Kansas City, MO 64117, USA		63043	Open	39.17637317	-94.5176515		1		https://image-handler.prod.aws.rubic
29	4/22/22	Potholes	1225 NE 81st Ct, Kansas City, MO 64118, USA		63043	Open	39.24033383	-94.56515517		1		https://image-handler.prod.aws.rubic
30	4/22/22	Potholes	1225 NE 81st Ct, Kansas City, MO 64118, USA		63043	Open	39.24033467	-94.565159		1		https://image-handler.prod.aws.rubic
31	4/22/22	Potholes	4403 NE 52nd Terrace, Kansas City, MO 64119, USA		63041	Open	39.18874167	-94.52738367		1		https://image-handler.prod.aws.rubic
32	4/22/22	Potholes	3498 Manchester Trafficway, Kansas City, MO 64129, USA		62018	Open	39.062164	-94.5013095		1		https://image-handler.prod.aws.rubic
33	4/22/22	Potholes	4004 Winchester Ave, Kansas City, MO 64129, USA		62018	Open	39.05170617	-94.5009735		1		https://image-handler.prod.aws.rubic
34	4/22/22	Potholes	5218 E 24th St, Kansas City, MO 64127, USA		62018	Open	39.08187583	-94.52112517		1		https://image-handler.prod.aws.rubic
35	4/22/22	Potholes	2017 Van Brunt Blvd, Kansas City, MO 64127, USA		62018	Open	39.0863395	-94.52093483		1		https://image-handler.prod.aws.rubic
36	4/23/22	Potholes	8012 E Truman Rd, Kansas City, MO 64126, USA		63043	Open	39.09333467	-94.49011567		1		https://image-handler.prod.aws.rubic
37	4/23/22	Potholes	1924 Van Brunt Blvd, Kansas City, MO 64127, USA		63043	Open	39.08911883	-94.51991617		1		https://image-handler.prod.aws.rubic
38	4/23/22	Potholes	5300 Gardner Ave, Kansas City, MO 64120, USA		62018	Open	39.12724267	-94.51981117		1		https://image-handler.prod.aws.rubic
39	4/23/22	Potholes	7100 Troost Ave, Kansas City, MO 64131, USA		62018	Open	38.99880733	-94.57525567		1		https://image-handler.prod.aws.rubic

AN EXPORTED LIST OF CITY INSIGHTS

Optimize Recurring & Ad-hoc Routes

Balanced, efficient routes save time and money. Collection services are the largest single cost that a city faces related to waste and recycling. Rubicon's technology helps city partners monitor, analyze, and improve existing routes providing visibility into average trip time, pickups per hour, and idle time.

Rubicon's system differentiates between *route optimization* and *fleet optimization:*

Route Optimization This refers to daily routing optimization in which the City can make edits to routes in real time. RUBICONSmartCity's Dispatch Board is the "go-to" tool for managing day to day routes. Staff use the Dispatch Board to shift a few stops from recurring waste, recycling, or other collection routes because a truck went out of service, or to schedule and optimize a City's ad-hoc, point-to-point routes (i.e. pre-scheduled bulk, cart delivery, etc.). For example, in the event of equipment failure or problems encountered during a route, the office staff has the ability to electronically move the remaining stops and transfer them between routes using the Portal. This can be as easy as dragging and dropping specific stops over to a new route, or viewing the stops on a route and utilizing the "lasso" tool to select those that need to be adjusted. These updates are then pushed out to the ICI to notify drivers in the field of the change. Drivers are alerted of changes made to their route through a pop-up that displays on the ICI. City staff can make these adjustments for any route type including Bulk, Yard Waste, Commercial, or Residential.

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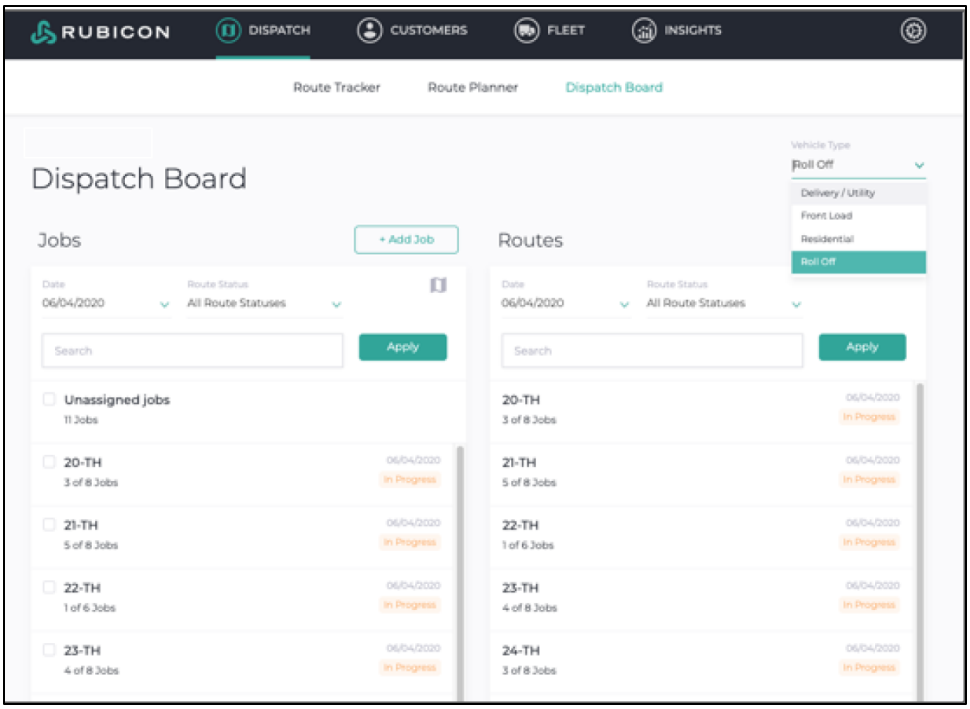

SCREENSHOT OF THE PORTAL SHOWING THE DISPATCH BOARD WITH JOBS, ROUTES, AND VEHICLE TYPES

Rubicon's daily route management is completed within the Portal on an ongoing basis while a full fleet optimization is a separate process that includes all of the City's existing, fixed routes.

Fleet Optimization Fleet optimization encompasses more than simply identifying the shortest route between points on a map. It refers to the process of redesigning and optimizing all of the City's recurring routes. In addition to distance, specific constraints are taken into consideration ranging from the number and location of required stops to turns and intersections along a route, among others identified by the City. Fleet optimization, when based on comprehensive data about your operations, can save the City significant time and money. For example, Rubicon's team developed optimized routes for a City partner that helped reduce total route mileage by 15% and save over $70,000 annually in fuel costs alone.

Rubicon's optimization process differs from its competitors in the market in several ways. First, Rubicon manages the majority of fleet optimization tasks and responsibilities and requests City input when needed, removing the burden of significant time commitments from city personnel. Fleet optimization is a complex, complicated, and time-consuming process. Our process is designed to keep optimizations as simple as possible for the City, as we guide our city partners through the process with collaboration in multiple iterations. We optimize all routes offline and then provide City back-office staff with the tools necessary to keep them up to date and balanced within our Portal.

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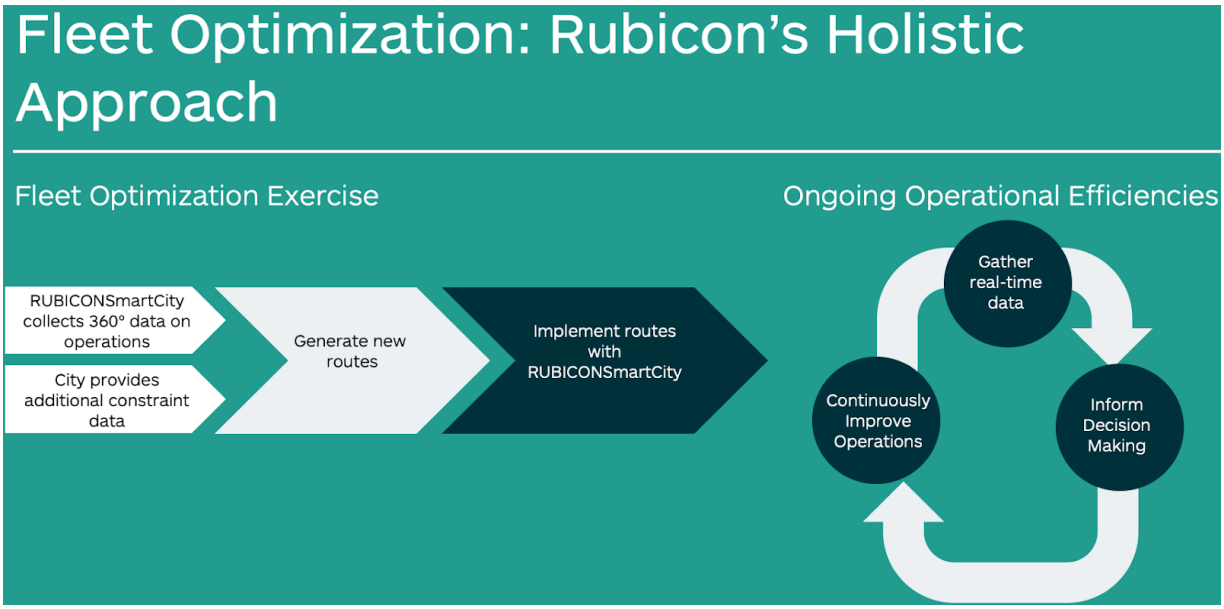

Second, Rubicon's process differs because of the power of our in-truck technology. Utilizing data gathered by the ICI, Rubicon bases our optimization recommendations on observed fleet data combined with pre-existing data from the City. This secondary validation process ensures the data is clean and not simply based on projections or estimates. This is why the RUBICONSmartCity technology suite is a required component to our full fleet optimization services. The technology will allow Rubicon to gather and analyze numerous data points to understand route efficiency including average number of stops per route, average route time, number of pickups per hour, and other critical information. This data provides a critically important baseline of current operations to inform optimization recommendations.

Third, Rubicon's in-truck technology also offers unique capabilities that assist the City in implementing the new, optimized routes. For example, changes to recurring routes after optimization can be immediately pushed to drivers through the ICI and assist them via turn-by-turn navigation as they learn their new routes. The ICI also provides stop-by-stop notes to help drivers learn their new customers and relevant service alerts at each address. And the ICI collects additional data that can be used to optimize routes over time.

Finally, Rubicon is uniquely positioned as a fleet optimization provider because it has its own in-house, proprietary routing software through an acquisition of CIVIX in 2021. CIVIX has been a leader in route optimization software for over two decades, particularly in the type of high-density routing that is essential for solid waste collection. CIVIX has deployed route optimization for solid waste, snow removal, street sweeper, leaf collection, and other operations in cities worldwide. Combined the Rubicon and CIVIX teams have conducted over 250 optimizations for city and state partners.

TOOLS In order to successfully complete a comprehensive optimization of the City's current routes, Rubicon will employ tools including mapping software such as ArcGIS and Mapbox, a variety of route optimization tools, as well as our own proprietary software and expert

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optimization team to achieve the City's goals.

PROJECT PLAN: With fleet optimization, the ultimate goal is to provide optimized routes that best meet and exceed the City's specific needs. As a result, the different stages of fleet optimization are subject to change and are dependent on the City's data and team capacity. Our typical fleet optimization process takes a phased approach to the optimization process. In order to deliver the most efficient routes for the City, it is important that we utilize data collected by your vehicles running their existing routes. Rubicon will leverage data collected while running routes, publicly-available data sources such as alleyways and street layers, all relevant constraints the City of Sherman provides, and unique constraints that are built into Rubicon's proprietary routing algorithm to conduct the fleet optimization project. After the project is complete, the new routes will be displayed for each driver on the ICI, removing confusion and any disruption in service. Since the in-truck technology will be implemented prior to running the optimization, drivers will already have received training on the ICI and other components of the technology, making for a truly seamless transition.

PHASE 1: INSTALL AND UTILIZE RUBICONSmartCity TECHNOLOGY If selected for this contract, Rubicon will install our in-truck ICI and swivel mounts prior to running an optimization on the City's routes. We pride ourselves on providing a seamless installation and setup process. Additionally, our Customer Success Team will conduct a series of training sessions for participating drivers to ensure they are able to utilize the ICI and associated Driver app to its fullest extent.

PHASE 2: ESTABLISH PROJECT GOALS If selected for this contract, Rubicon will work with Sherman's Solid Waste & Recycling Division to outline key deliverables, discuss objectives, and identify the pain points within the existing operation. Our team of solid waste collection and routing specialists will meet with the City's team to establish project goals, scope, timeline, and key requirements. Sample project goals include the following:

- Optimize Number of Trucks
- Optimize Number of Routes per Day
- Balance Route Hours
- Balance Route Stops
- Reduce Overtime Hours
- Improve Customer Service
- Optimize Miles Driven

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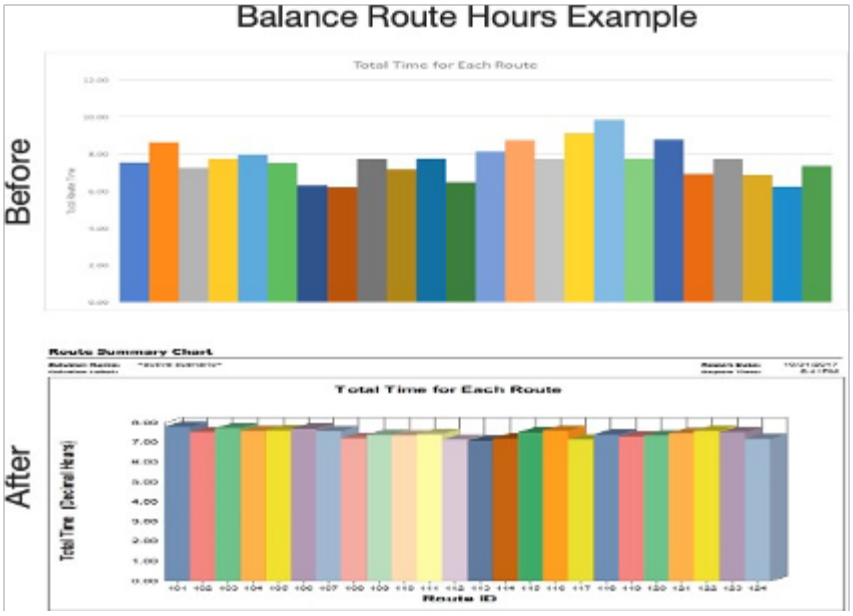

EXAMPLE OF ROUTE HOURS BEFORE AND AFTER BALANCING

PHASE 3: COLLECT BASELINE DATA After agreeing on goals, KPIs, and project scope with the City, Rubicon's team will begin collecting baseline data derived from the in-truck technology. These data points will include :

- Route Start/End Times
- Route Hours
- Service Times per location
- Street Data
- Disposal Sites
- Number of Routes
- Number of Drivers
- Number of Trucks Utilized
- Special Service Requirements

	Route Statistics					
Route	Time	Quantity	Stops	Units	Mileage	Trips
	hh:mm	tons	(count)	(count)	miles	(count)
3	14:14	42.495	2833	2833	103.670	3
5	13:00	39.420	2628	2628	78.414	2
6	13:08	36.855	2457	2457	108.705	2
8	12:59	36.765	2451	2451	89.115	2
11	14:50	44.475	2965	2965	93.324	3

EXAMPLE BASELINE DATA FOR OPTIMIZATION

PHASE 4: ESTABLISH PARAMETERS & CONSTRAINTS Typical parameters and constraints include the following:

- Route Start/End Times
- Number of Service Days
- Number of Trucks/Routes
- Service Side

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- U Turns, Left Turns, etc.
- Driver Breaks
- Pre/Post Trip Time
- Workable Hours

Turn Analysis				
(count)	(count)	(count)	(count)	(count)
465	151	189	20	16
344	116	147	19	36
618	115	161	30	20
409	122	183	17	34
739	93	128	13	24

SAMPLE ROUTE TURN ANALYSIS

PHASE 5: FLEET OPTIMIZATION During Phase 5, our fleet optimization experts run scenarios and establish optimal routes based upon the first four phases:

- Create Optimal Service Zones
- Create Optimal Service Areas
- Create Optimized Routes

These steps occur over a three month period, with one month allotted to each segment. Rubicon and the City will work collaboratively to review each step, make iterative adjustments, and, if needed, rerun scenarios.

PHASE 6: TEST NEW ROUTES, FINALIZE, & GO-LIVE After the route optimization process has been completed, Rubicon will work with the City to test and finalize the new routes. Small adjustments and tweaks can be made during this phase. Once both sides are satisfied with the results, the new routes will be pushed out to drivers via the ICI. Additionally, the ICI will help drivers learn their routes after the optimization. The ICI provides turn-by-turn navigation to guide drivers directly to their stops and back and forth to disposal sites, along with a digital list of stops with locations marked on a map. Additionally, the ICI provides location alerts to flag for drivers when, for example, they need to service a customer that requires backyard pick-up. The ICI will also assist drivers in ensuring stops are not missed by verifying when service has been completed at a particular location.

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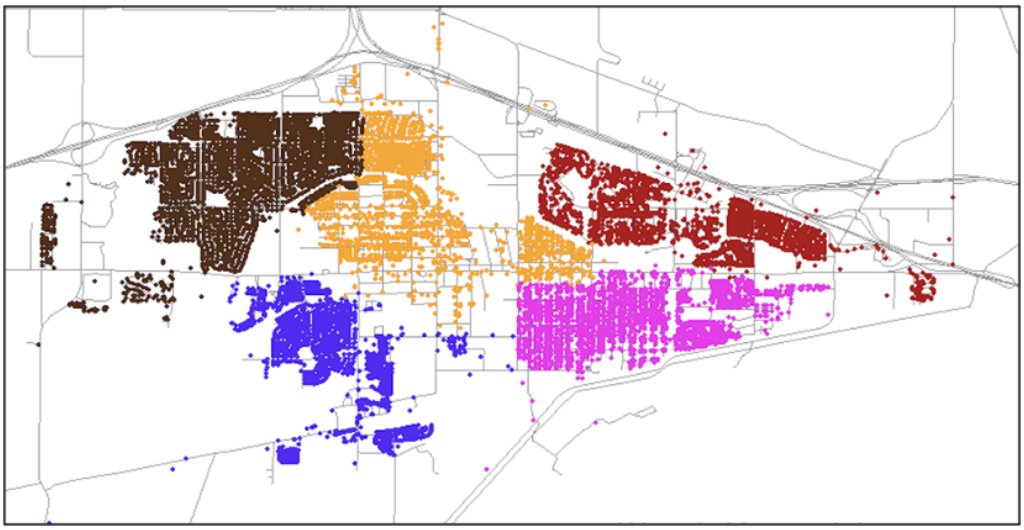

EXAMPLE OF OPTIMIZED OPERATION

CITY RESOURCES Rubicon requires our cities to be active partners in the implementation of the technology and throughout the optimization process. Without mutual cooperation, the adoption of new technology and new routes will not reach their peak potential. The City will be responsible for providing detailed data to Rubicon regarding:

1. Trucks (critical path)
2. Routes (required for service verifications and route optimization)
3. Drivers (required for vehicles with interactive devices)
4. Users
5. Customers

Response to the Project Requirements

Role and/or user based logon that providing stakeholder access to those functions and data required by their position within the City, or as an external applicant or stakeholder.

Using the Portal, City staff gain access to route management and planning tools to enable the most efficient operation. Dispatchers can easily create, edit, and optimize both recurring and point-to-point routes. Digitized customer, route, and vehicle information can be searched, edited, and exported. For day-to-day operations, the dashboard displays service verification, a map of all vehicles and their locations in near real time, and insights to aid effective and flexible operations. Supervisors can monitor route progress and adjust stops as needed. Meanwhile, customer service representatives can utilize data that the ICI gathers at the curb about collection issues in order to respond to citizen 311 requests in near real time.

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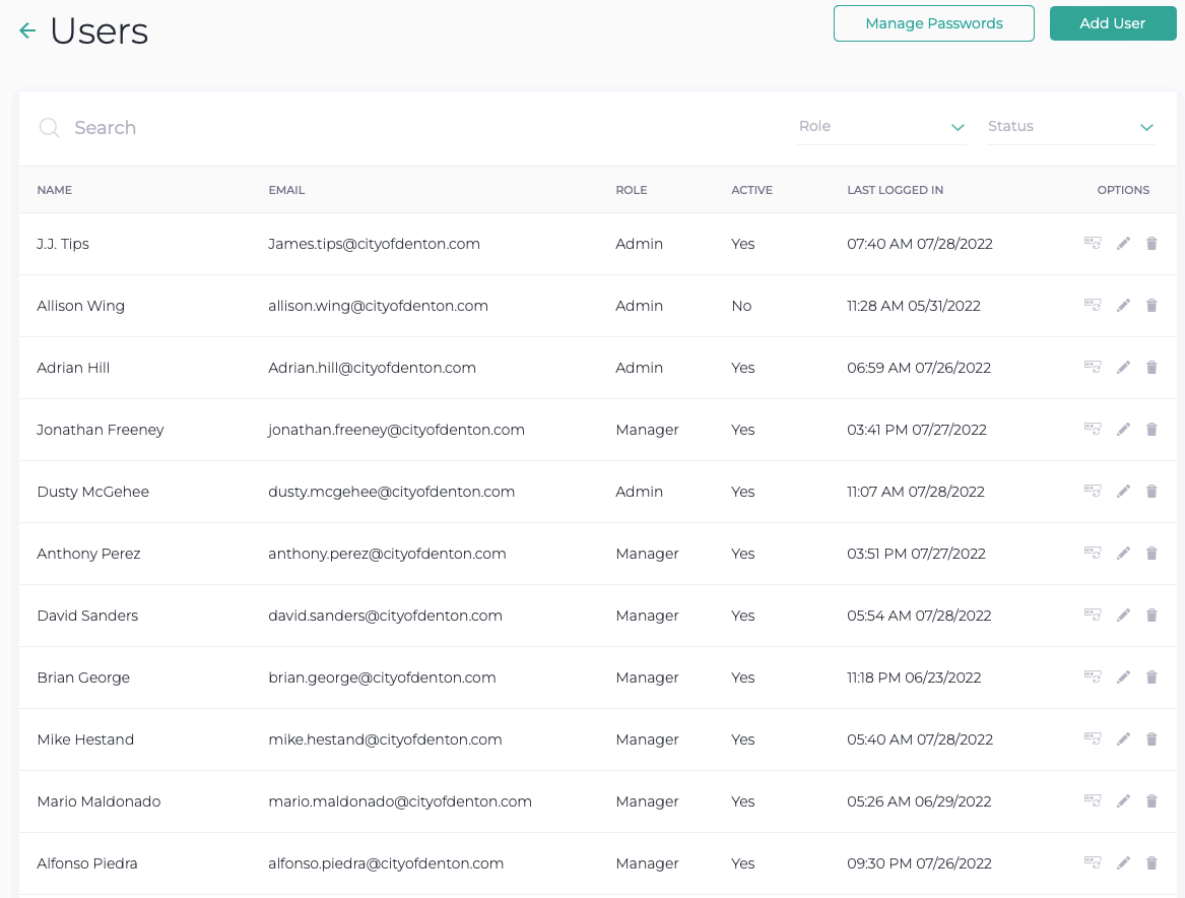
We require four users with named, full time access, plus seven additional users with concurrent access.

Rubicon provides access to the Portal to an unlimited number of users at no additional cost, and levels of access can be customized by the City. The Portal will not significantly impact the City's bandwidth capacity or internal network security.

The Rubicon Portal has 3 levels of access: view only, manager, and admin. Having separate levels of access allows only certain users to make change while allowing others, such as customer service representatives, to still use the system without being able to make any changes.



NAME	EMAIL	ROLE	ACTIVE	LAST LOGGED IN	OPTIONS
J.J. Tips	James.tips@cityofdenton.com	Admin	Yes	07:40 AM 07/28/2022	
Allison Wing	allison.wing@cityofdenton.com	Admin	No	11:28 AM 05/31/2022	
Adrian Hill	Adrian.hill@cityofdenton.com	Admin	Yes	06:59 AM 07/26/2022	
Jonathan Freeney	jonathan.freeney@cityofdenton.com	Manager	Yes	03:41 PM 07/27/2022	
Dusty McGehee	dusty.mcgehee@cityofdenton.com	Admin	Yes	11:07 AM 07/28/2022	
Anthony Perez	anthony.perez@cityofdenton.com	Manager	Yes	03:51 PM 07/27/2022	
David Sanders	david.sanders@cityofdenton.com	Manager	Yes	05:54 AM 07/28/2022	
Brian George	brian.george@cityofdenton.com	Manager	Yes	11:18 PM 06/23/2022	
Mike Hestand	mike.hestand@cityofdenton.com	Manager	Yes	05:40 AM 07/28/2022	
Mario Maldonado	mario.maldonado@cityofdenton.com	Manager	Yes	05:26 AM 06/29/2022	
Alfonso Piedra	alfonso.piedra@cityofdenton.com	Manager	Yes	09:30 PM 07/26/2022	

THE USERS PAGE IN THE PORTAL

Solid Waste software to run both commercial and residential services. Commercial services: roll off and front load containers. Residential Services: automated side load, bulk and brush.

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RubiconSmartCity enables Solid Waste Departments to effectively and efficiently manage multiple service types. Customers can be classified by service type during an excel file upload or in the customer tab of the Portal. Using the Route Builder tool within the Dispatch tab customers are assigned to routes; customers can be filtered by service type when building routes to create, for example, a bulk only or MSW only route. Under the Fleet tab vehicles can be created and vehicle type (front load/ automated side load/etc.) identified, or vehicles can be classified in an excel file upload.

For Residential Services, routes can be created within Rubicon's Portal that specifically service only bulk, brush, or MSW by automated side load collection. Service is confirmed by our ICI and telematics device through a combination of geospatial data and algorithms. We will work with the City to import residential customer data and residential routes.

For Commercial Services, Rubicon developed a container management functionality that is supported within roll off and front load driver applications. A city can search for the location of any container, understand its service history, and the container condition. A point-to-point route can be created for a driver only servicing commercial containers. Confirmation of a driver servicing a commercial container can be done manually through the ICI or automatically. For Commercial Services that are not container related (basic cart/bin pick up) customer data, routes, and service confirmation are the same as Residential, it is just service classification that differs.

Rubicon can create a custom web-based application that commercial roll off customers can use to schedule a service. That web application will be integrated with the RUBICONSmartCity Portal, which will also be integrated with the current billing service. Information will be displayed on the Dispatch Board in the Portal, where it can be routed, scheduled, and assigned to the driver.

Able to export data to Incode 10 for billing. File export in csv or txt format to include field for Incode account number and breakdown of all current charges

While Rubicon does not currently have an integration with Tyler Incode 10. If awarded, Rubicon will explore and scope out an integration with Tyler Incode 10. Our Partner cities are our co-innovation partners, and cities' needs are one of the primary drivers of our product development roadmap.

Must be able to separate residential from commercial billing, must have multiple billing groups.

If awarded, Rubicon will explore the possibility of an integration with Tyler Incode 10. If an integration is possible and if applicable in Incode 10, the City can separate residential and commercial billing and have multiple billing groups.

Must have a method to write off balances for all customers monthly.

If selected and after Rubicon integrates with Tyler Incode 10, the City will be able to write off customer balances monthly. RUBICONSmartCity can verify services completed through the ICI and sent to the Portal. Through improved service verification from the Rubicon platform,

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normal services that were verified and extra services, such as late fees and bulk collection, can be pushed from the Rubicon platform to the billing system.

Must convert data from current system.

If selected, Sherman will be assigned a Launch Specialist and a Customer Success Manager. Rubicon will work with the City to move data from the current system to the Rubicon Portal. If the City has all the information is ESRI ArcGIS, the Rubicon-ESRI partnership would allow the City to import their customers with ease.

Rubicon also has an Excel form that the City can use to import customers into the Rubicon platform. If provided customer addresses, day of service, and service type, Rubicon can import the customers into the system.

Customer data initial setup with flexibility to make customer data changes such as rates, extra charges, ect.

Rubicon makes it simple to import customer data into the system initially, either through the ESRI integration or the customer upload sheet. Once integrated with Tyler Incode 10, RUBICONSmartCity can verify services completed through the ICI, such as extra charges, and send that information to the Rubicon Portal before being sent to Incode 10.

Routing capabilities for both services by address that recalculates based off GPS and driver completion. Turn by turn routing is not required but useful if it does not add extra cost.

RUBICONSmartCity provides a full-service routing solution for solid waste operations. City in-office staff and dispatchers can optimize and sequence both individual recurring and ad hoc routes with the click of a button. City staff can use the Dispatch Board to easily create any point to point ad hoc routes (i.e. prescheduled bulk, CFC, White Goods, etc.). Dispatchers can also utilize the Route Builder to filter the jobs as needed and create a pre-specified number of routes. Rubicon's system will then optimize and sequence these stops in the most efficient order. With the ability to create and optimize recurring, ad-hoc routes, and work orders on the fly, Supervisors are empowered to run a more efficient operation that can better meet resident's customer service needs. Rubicon's system eliminates paper route sheets and balances routes in order for operations to run as efficiently as possible.

With the ICI, operators can also navigate through their routes with turn-by-turn directions. Operators can choose from a pre-populated list of destinations (for example, the first or last stop of their route, a disposal facility, the truck yard, and directions along a sequenced route). Other notable features include a return-to-route feature, transit time estimates, as well as the ability to provide directions audibly. Navigation is particularly helpful for operators who are new to routes (for example, in the case of sickness or employee turnover). This has been especially important in ensuring a safer operating environment during the COVID-19 public health emergency.

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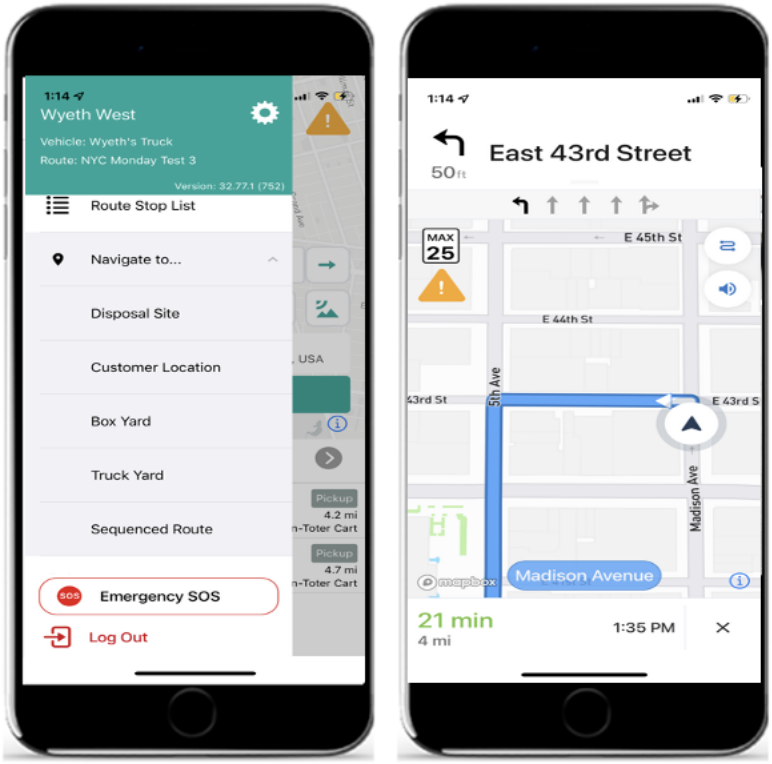
RUBICONSmartCity's ICI will allow drivers to view turn-by-turn directions to ensure the route is driven in the most efficient manner. The turn-by-turn functionality is dynamic and gives operators the ability to quickly access directions to the first stop on the route, to the disposal facility, to the last stop serviced before going to the landfill, to a specific customer location along a route, or simply standard stop-by-stop directions. Turn-by-turn directions are displayed on the ICI and, if the operator prefers, can also be spoken aloud.



Able to make new address updates easily and at least quarterly

We are acutely aware that cities are constantly growing and changing. RUBICONSmartCity has the capacity to easily respond to new data inputs. New customer addresses and stops can be added on-the-fly by office staff through the portal. Cities can keep their customer and route information up-to-date, as well as ensure operations remain the most efficient. In the Customer tab within the Portal, supervisors and dispatchers can view customer service information and service history.

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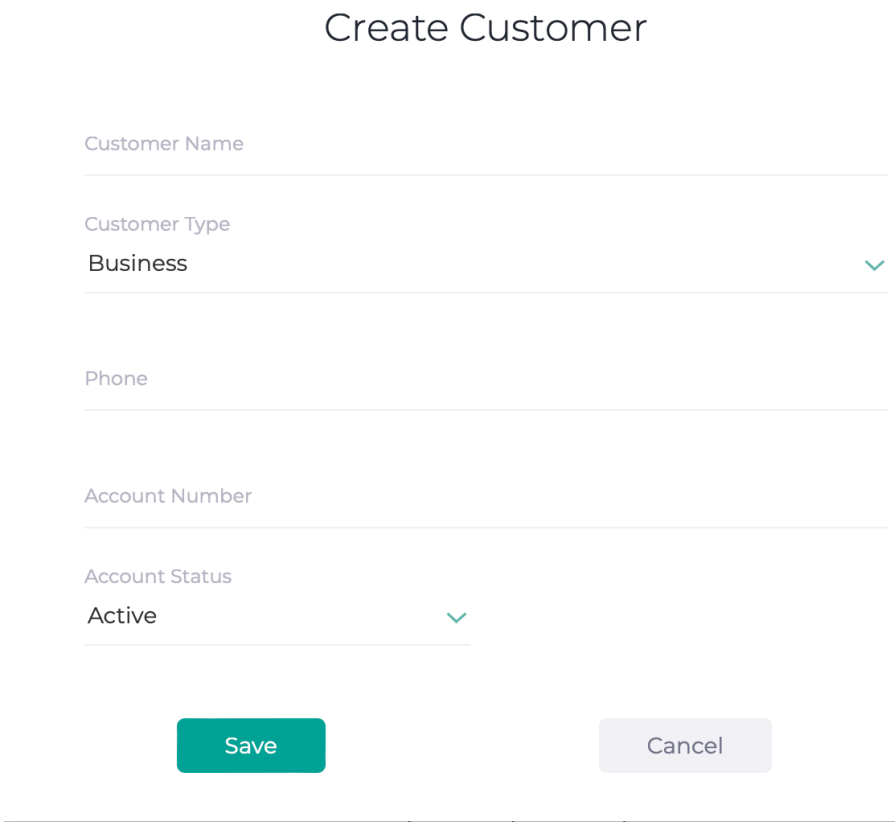

THE ADD CUSTOMER FEATURE IN THE PORTAL

With the Rubicon-ESRI partnership, the city can upload new customers and service locations automatically. Our integration connects with existing feature service layers within the City's ArcGIS instance so that data is always kept in sync between the two systems.

Live view for office use to monitor real time route completion, driver location on route

Office staff can monitor the status of the routes in near real time on the Route Tracker page under the Dispatch tab. The Route Tracker page contains routes that are scheduled, in progress, or completed, in each route, supervisors can view the stops as they are completed in near real time and the progress bar will update as drivers verify service and log exceptions.

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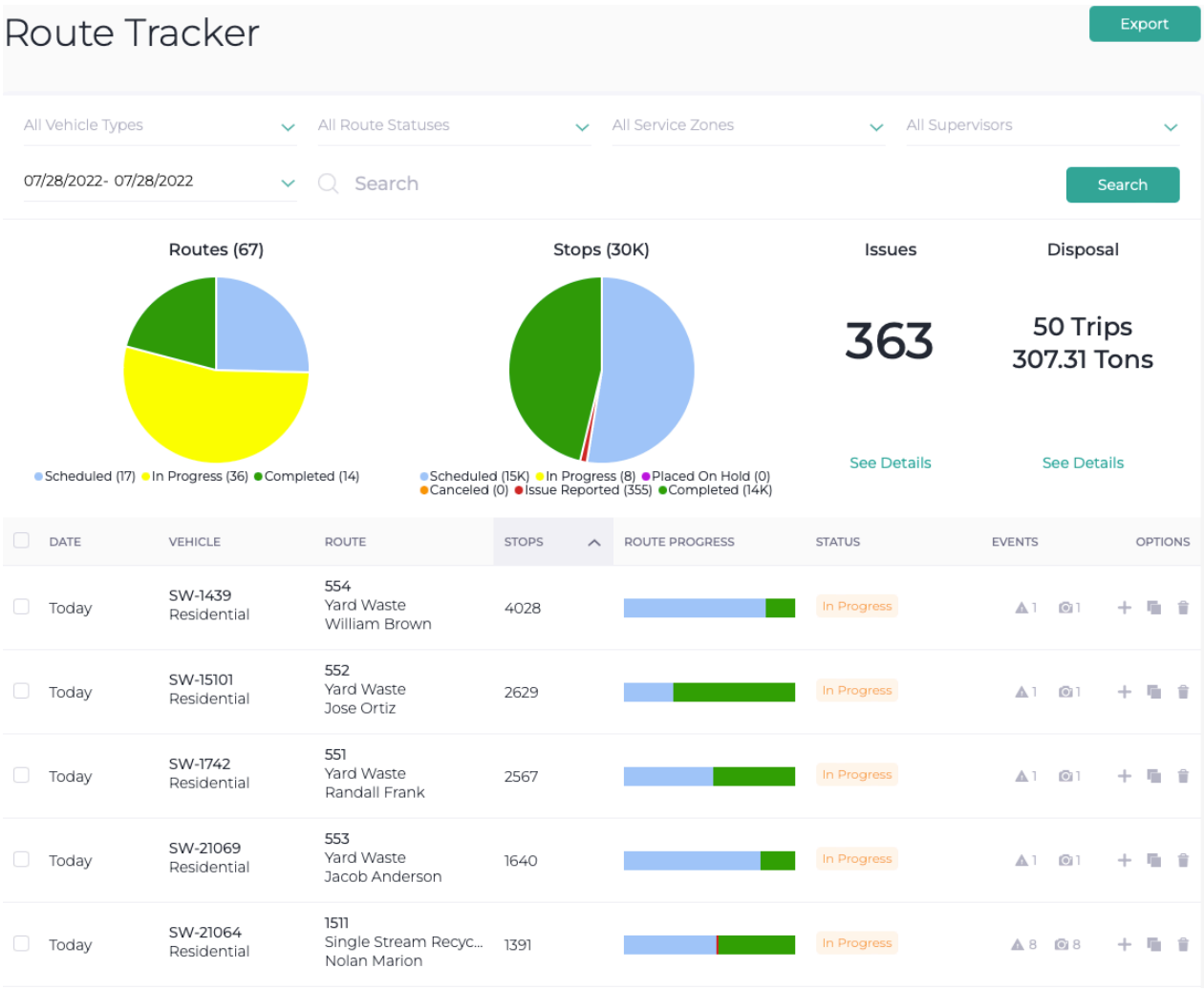

THE ROUTE TRACKER PAGE SHOWING THE LIVE PROGRESS OF THE ROUTES

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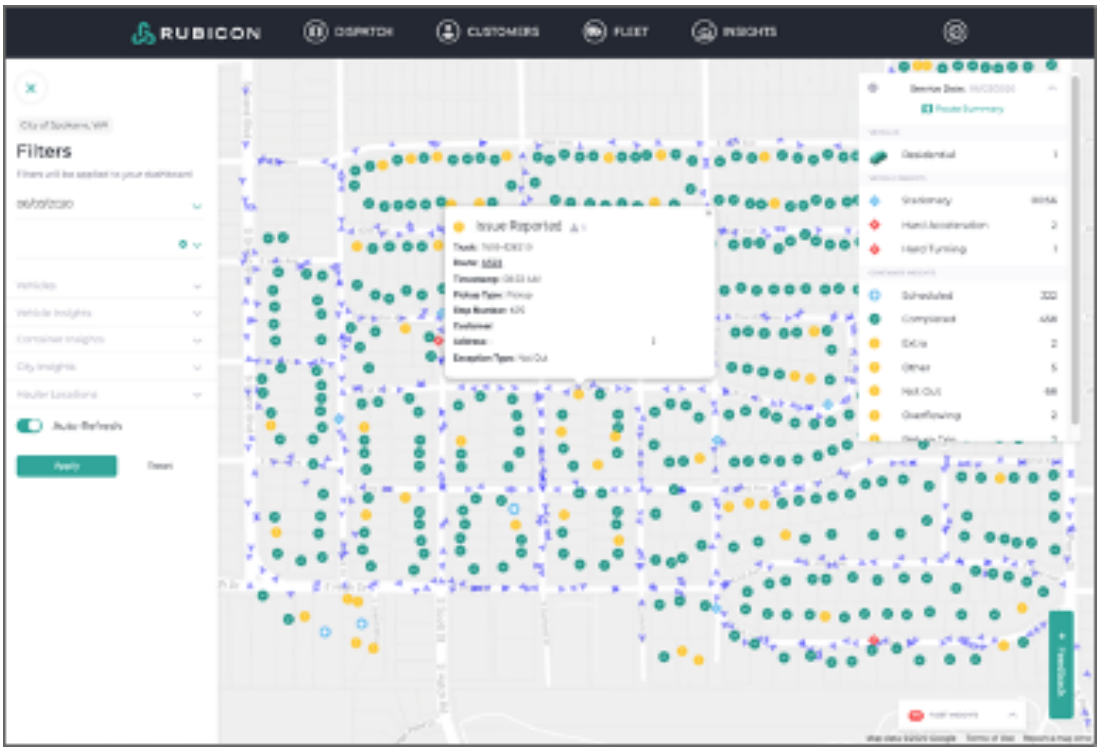

PORTAL DISPLAYING A DETAILED VIEW OF A ROUTE SHOWING COMPLETED STOPS (GREEN), SCHEDULED STOPS (BLUE), AND YELLOW STOPS (A REPORTED EXCEPTION)

Office to driver real time communications for street closures, missed collections, extra services, carry out addresses, gate codes, container locations, ect.

RUBICONSmartCity also has two-way messaging between the supervisors and drivers so they can notify each other of issues, alerts, and reminders throughout the day. A supervisor has the ability to message a driver, several drivers, or the entire fleet. The supervisor will see when the message was delivered to the recipients and will see when the message was read.

In the Portal, supervisors can notify drivers of important alerts such as traffic, missed collections, or a driver in need of assistance so that they can efficiently manage routes throughout the day. Supervisors can click on the “Messages” window in the bottom right of the Portal screen, view existing messages, or send a message by clicking the “+ New Message” button. A portal user can send messages to all drivers, an individual driver, all drivers of a specific vehicle type, and all drivers of a specific route. Portal users can also hover over or click on the check mark of a delivered message to see which drivers have viewed which message and at what time.

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THE MESSAGE SCREEN AS IT APPEARS ON THE PORTAL

In the Driver App, drivers can notify supervisors if they encounter issues on the route and need another driver to assist their route. Drivers can see a “Messages” option in the Action Menu. If selected, the driver sees a list of all current messages. If selected, the Driver can see a list of all current messages and can click the “New Message” icon to compose a new message.

The Driver can click on an existing message to see the message details and history. Pop up messages are displayed for new incoming messages. The Driver can click “OK” to dismiss or “Reply/ View” to view details and respond as needed.

Drivers can send a message to an individual portal user by replying to an individual message from that user, by clicking “New Message” from the Messages menu, or by selecting the portal user to whom they would like to send the message. The Driver can click on an existing message to see the message details and history.

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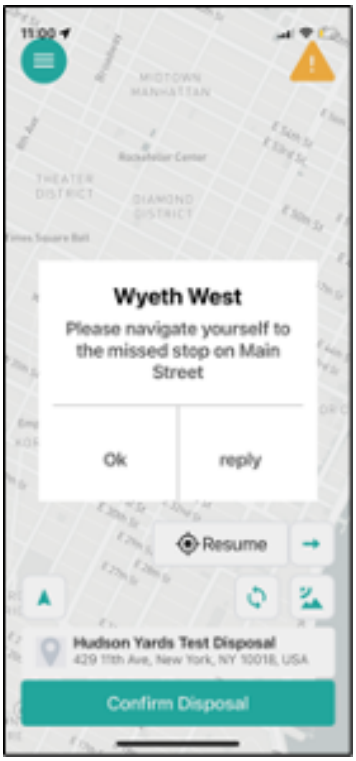

A MESSAGE BEING DELIVERED ON THE ICI

Minimal interference for driver uses and interface.

The ICI is responsible for tracking data points such as vehicle location, route completion, and service verification for commercial pick-up locations and residential service areas without RFID. The ICI also provides turn-by-turn capabilities, route information, transit time estimates, and weight ticket logging to support improved collection operations and customer service. In addition, the ICI enables operators to complete a fully electronic and DOT compliant pre- and post-trip inspection for every trip. The Driver App also supports two-way messaging so supervisors and drivers can easily notify each other of important updates as drivers are running routes. The app also enables drivers to assist other drivers with completing their routes in the event of on-route truck breakdowns or other issues that require assistance. These supported features enable our city partners to fully digitize their operations and keep operations flexible.

The ICI provides operators with turn-by-turn directions to specific points. Operators can choose from a pre-populated list of destinations (for example, the first or last stop of their route, a disposal facility, the truck yard, and directions along a sequenced route). Other notable features include a return-to-route feature, transit time estimates, as well as the ability to provide directions audibly. Navigation is particularly helpful for operators who are new to routes (for example, in the case of sickness or employee turnover). This has been especially important in ensuring a safer operating environment during the COVID-19 public health emergency.

The ICI was developed with drivers in mind and designed to for minimal interaction so that drivers can focus on safety. Service confirmation is **hands free** and turn by turn directions can be spoken aloud. Drivers only have to interact with the ICI at the beginning and end of their

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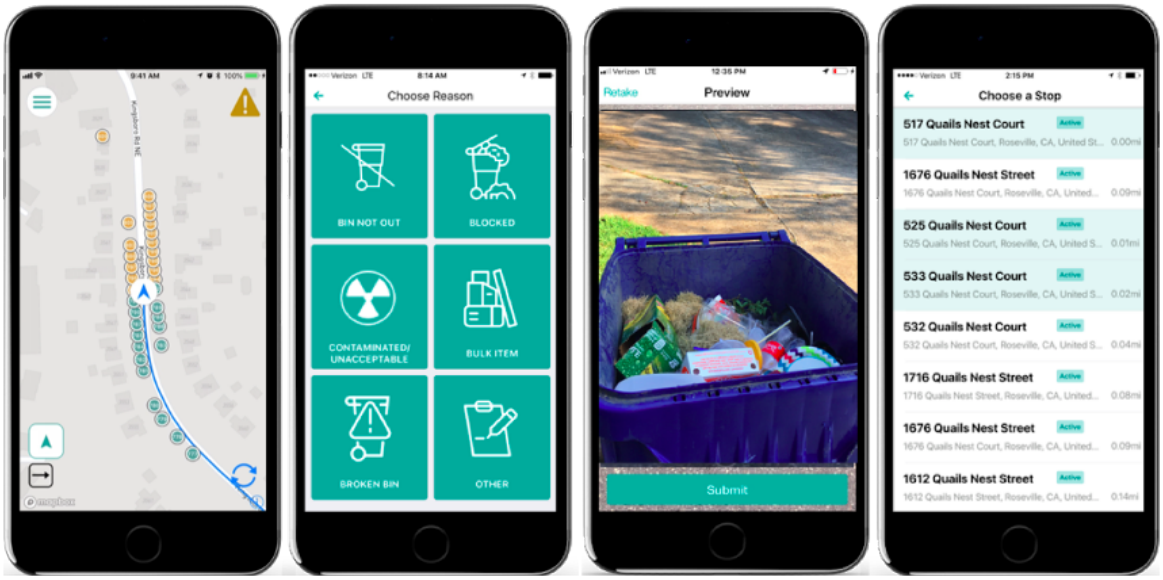
route, when there is an issue with service confirmation or collection, they require route assistance, or their supervisor is communicating with them via two-way messaging.



Continual driver use training for new driver. This would be driver training module that we would be able to cover with newly hired driver.

Rubicon offers extensive training during the launch of the product and ongoing training when necessary. During the launch process, Rubicon will train the drivers before they go out and be available for questions when they return. When Rubicon releases updates, the Customer Success Manager will train all relevant staff on the new features.

While additional training can be conducted by the Rubicon staff at the City's request and at no extra cost, Rubicon uses a train-the-trainer model. That model turns employees into experts in the technology who can then teach other members of the Department. The advantage of a train-the-trainer model is that it distributes a range of knowledge and kill to a significant number of employees.

Must have system to issue/assign/resolve workorders.

In the Portal, City staff can easily assign new services to routes electronically for recurring and daily ad hoc routes. For recurring routes, Managers and Supervisors can edit recurring routes in the "Route Planner" page. After inserting new stops, City Staff can subsequently re-sequence recurring routes to ensure Operators run routes the most efficiently. For ad hoc routes or last minute changes, Supervisors can add work orders or new services through the Dispatch Board. When operators arrive at the beginning of their shift, they log into their route on the ICI. The operator receives a pop-up notification on the ICI that a service has been added to his or her route, or that stops have been re-assigned to their route from another route. The navigation automatically adapts to include the new stops and continues providing turn-by-turn directions without disruption.

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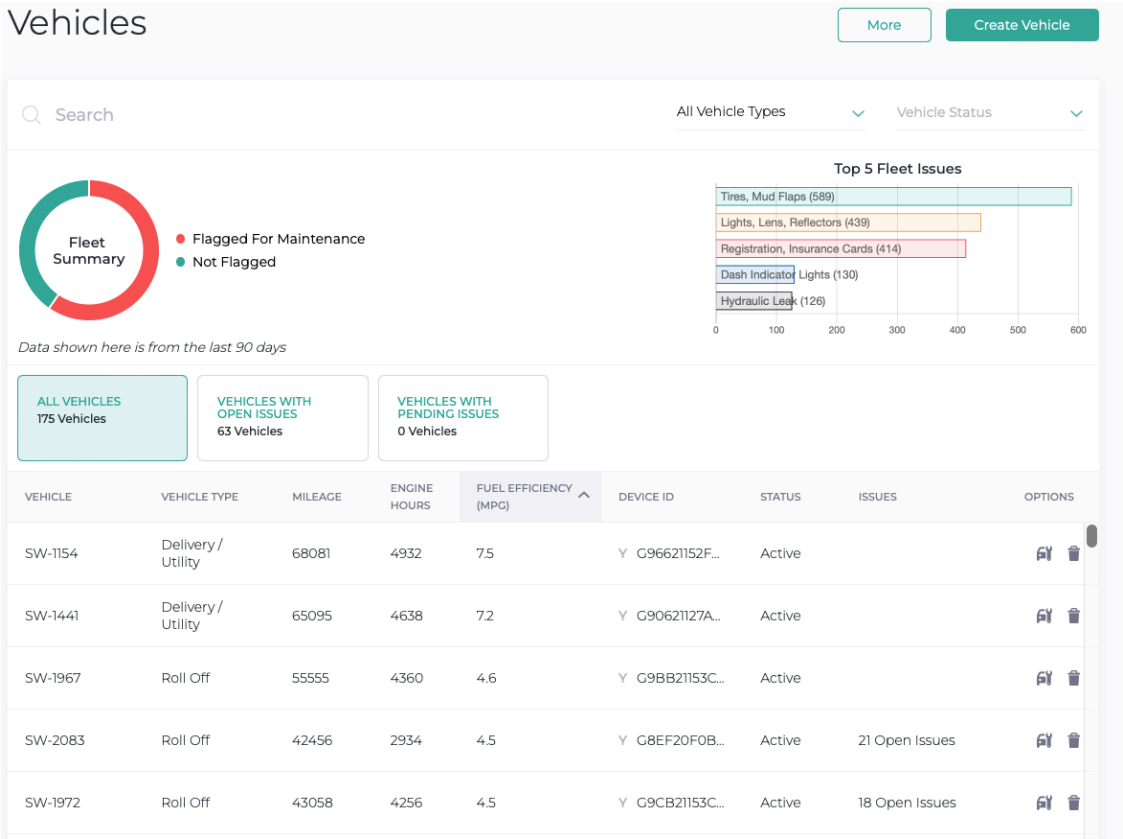
Must provide inventory system for equipment/vehicles/carts.

In the vehicles page, the city can view all the trucks in their fleet, their status, milage, engine hours, fuel efficiency, and issues. The issues logged from the pre and post trip inspections can be viewed in this page as well as an inventory of parts.



THE VEHICLES PAGE IN THE PORTAL

In the container page, the city can view the location of all the commercial and residential containers in the city. When clicking on an icon, the size of the container, condition, status, and location will appear.

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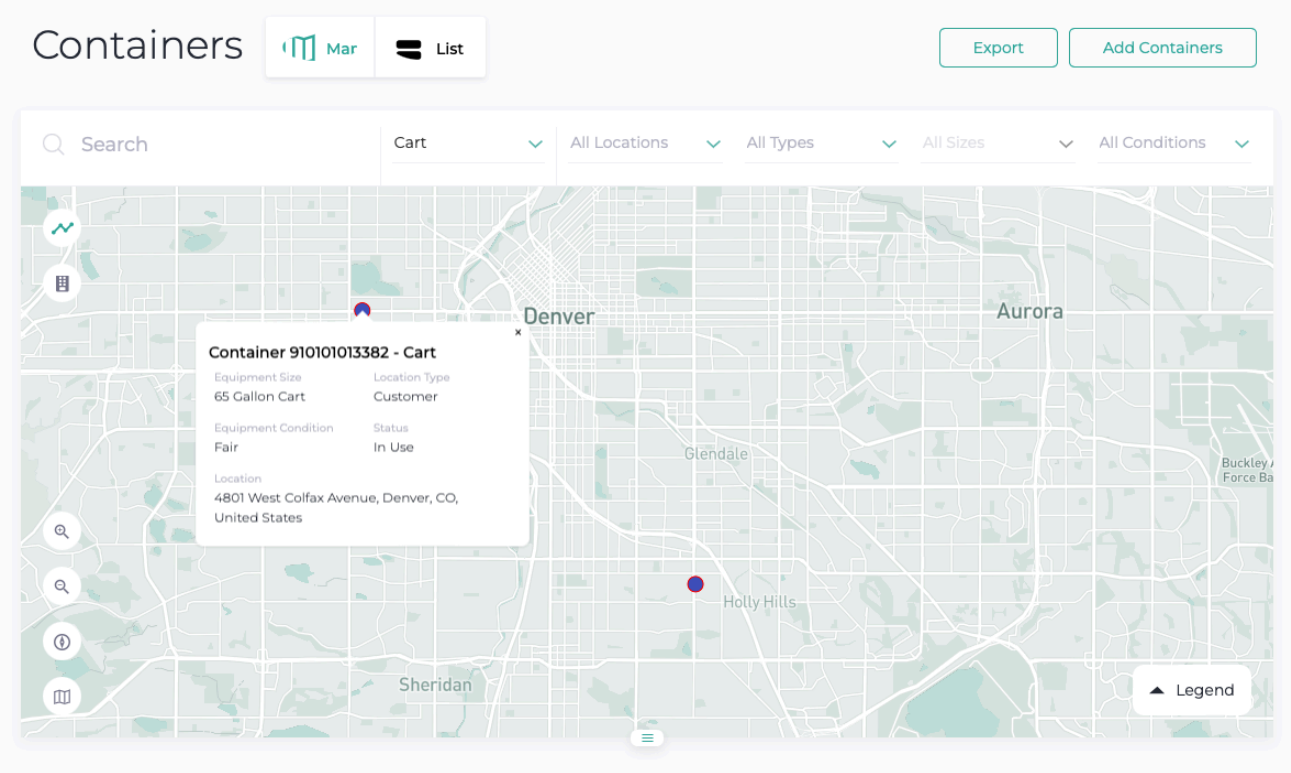
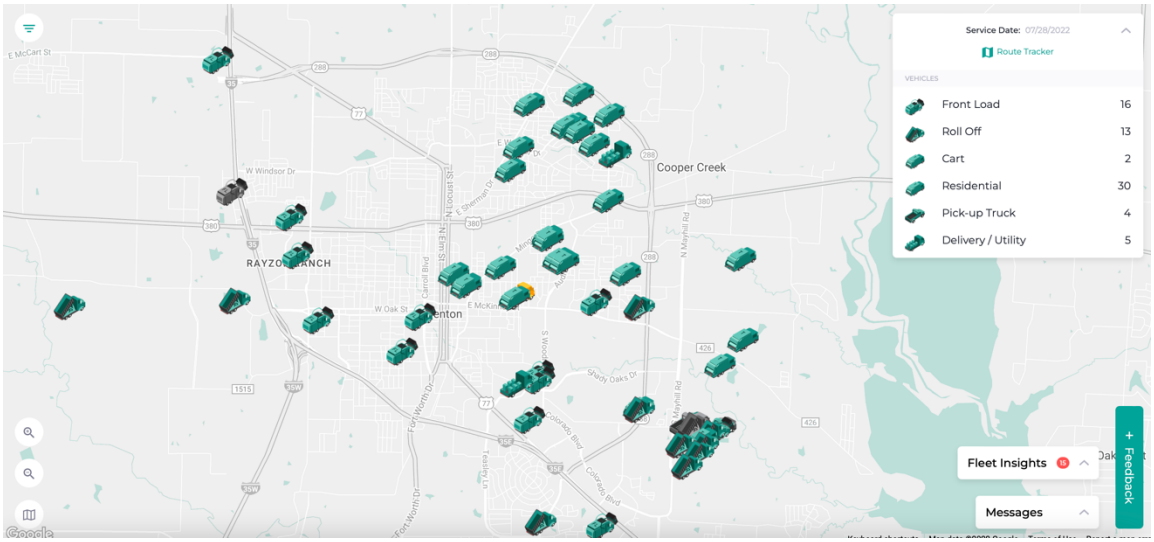


THE CONTAINER PAGE IN THE PORTAL

Must be able to track and map equipment/vehicles/carts.

In Dashboard, the city can view the location of their trucks in near live time. The map will show trucks that are active in green, idle trucks in yellow, and inactive trucks in gray. Clicking on the truck icon will show the time that the vehicle was at that location and the pre-trip inspection. Bins, carts, and roll off containers are also visible when viewing routes in map view. Pins representing these assets will change color depending on service status.



THE LOCATION OF THE VEHICLES IN THE DASHBOARD

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The system must be able to provide usable reports to show growth trends.

In the Portal, administrators have the ability to pull reports compiled from data collected by the driver through the ICI. Data is collected from collection rates, weight tickets, city insights, driver behavior, fault codes, and more.

All data is stored in the Portal for up to 6 months then it is stored through Amazon Web Services at their facility in Virginia. All data from more than 6 months can be accessible through a data request by the city to their Customer Success Manager.

There are currently 16 different report options available in the Portal. If the City would like a different report created, they can reach out their customer success manager and new report can potentially be created. The current reports in the system are

- **Daily route details:** The daily route details report is a detailed list of every single stop run on that day. It will include the time that the vehicle was at the stop, whether there was an exception, and if service was completed.
- **Delivery/utility job history:** Delivery/utility job history report will show cart delivery, and roll off and bulk item collection. The report shows the driver, the status, the item, and the time service took place over a period of time.
- **Disposal tons:** The disposal tons report will show the total tons disposed over the selected time. The disposals are broken down into single stream recycling, yard waste, and municipal solid waste. This report is helpful for tracking how much total waste is being generated and dumped.
- **Driver productivity:** The driver productivity report will show how many routes a driver has run in the selected time period as well as how many total hours run, hours assisting, homes per hour, completion percentage, and more.
- **Driver summary:** The driver summary report will show how many trips they've run in the selected time period and provide of driver behavior insights such as speeding and hard braking instances.
- **Fault codes:** The fault code report will show the fault codes generated over the selected period of time by vehicle. It will show total fault codes and critical fault codes.
- **Fuel log:** The fuel log report will show the number of fill ups, fuel efficiency, miles driven, and gallons used for every vehicle over the selected time period.
- **Insight history:** The insights history report will show vehicle actions such as stationary time, time assisting, phone battery, and fault codes over the selected time period.
- **Location alerts:** The location alert report will show all the location alerts that are active in the City. Alerts include gate codes, assisted service, and frequent contaminators.
- **Pre/post trip:** The pre/post trip report will show every line item in the pre and post trip checks over the selected time period.
- **Roll off job history:** The roll off job history report will show the action that every roll off container has had in the selected time period, including action, location, and service history.
- **Roll off service history:** The Roll off service history report will show every container in the City, their size, location, and the last time they were serviced.

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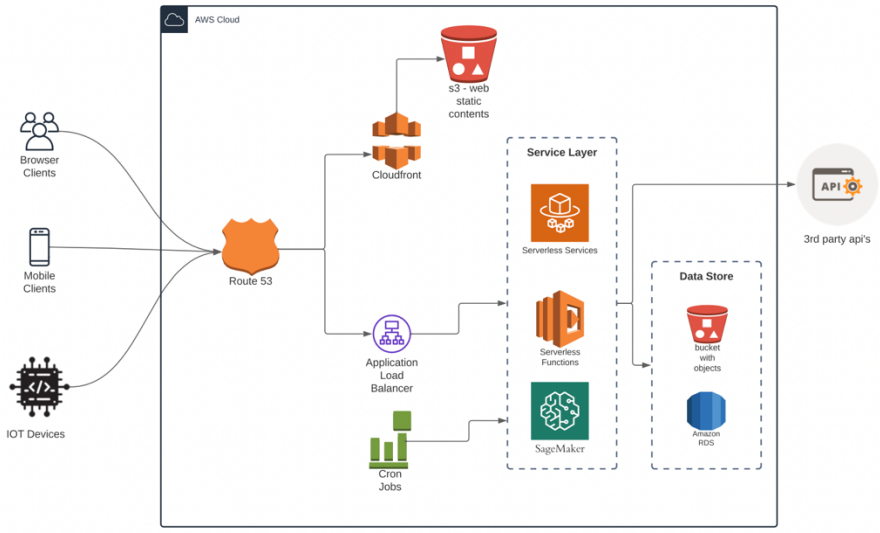
- **Pickup report:** The pickup report is an exportable list of every exception logged over the selected time period. It will show the resident, address, service, and reason that collection could not occur.
- **Route productivity:** The route productivity report will show the average homes collected per hour and per mile, the average disposal pounds per home on that route, the completion percentage, and total tons per route.
- **Route Summary:** The route summary report will show the total disposal tons, issues, stops, and completion percentage by route types.
- **Unserviced stops for residential:** The unserviced stops for residential report will show every stop, if any, that were missed during a route on a particular day.

System should be SQL based and provide data warehouse schema.

All data and reports can be exported via excel in formats that are compatible with SQL interfaces. City data is stored with AWS (Amazon Web Services) and data is available on the portal for up to 6 months before it is moved to our AWS data warehouse. This is to ensure portal interactions are not impacted by loading outdated data and lag. If data older than 6 months is needed, it is available upon request.

Rubicon High Level System Diagram



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RUBICON'S SYSTEM ARCHITECTURE DESIGN

Company must provide a support system that is available to take call and provide answers/resolutions in timely manner.

If Rubicon is awarded the bid, Sherman will be assigned a launch specialist to assist the City with uploading City data into the Rubicon system, training drivers, and supporting the launch. Once launched, the City will be assigned a Customer Success Manager.

The Customer Success Manager and the City will set up a weekly call to discuss progress and concerns. The Customer Success Manager will also be available to assist the City on call when problems arise.

Intuitive user interface that streamlines business process flows.

RUBICONSmartCity was designed to be a tool for drivers and administrators to more efficiently do their job. When developing the technology, Rubicon worked with drivers and office staff to find what features could be useful to streamline their work flow and increase productivity.

Rubicon's clean user interface and intuitive design has helped save our partner cities thousands of hours of work.

Program should be in compliance with all local, state, and federal regulations concerning the above process.

Rubicon has been deployed in dozens of States and many cities in Texas. Rubicon has not been found non-compliant in any bidding processes or contacts to date.

Integration with Environmental Systems Research Institute (ESRI) GIS map services.

Rubicon is an ESRI Silver Partner and integrates with ArcGIS to streamline municipal waste operations. Using our ArcGIS integration, cities can bring critical data – like customers, service locations, service frequencies, and routes—from ArcGIS into Rubicon's platform every night. Our integration connects with existing feature service layers within the City's ArcGIS instance so that data is always kept in sync between the two systems. This integration reduces errors, eliminates duplicative work, and saves time for city employees.

Integration with Microsoft Office programs and email applications for enhanced communications.

Rubicon has an integration with Microsoft Office products. Exportable reports are downloaded in Excel format. If the City uses the customer service email functionality, those emails would be through Outlook and housed on an Outlook server.

Ability to interface to other software (I.e. Tyler Incode). Preferably utilizing an Application Programming Interface (API).

Rubicon provides a public facing REST API for RUBICONSmartCity clients to provide potential communications with potential future systems. Upon award, Rubicon would be glad to discuss potential enhancements and integrations with the City. The Rubicon API is language agnostic and can be accessed from languages that supports HTTPS requests and JSON. The Rubicon API is deployed in a Cloud environment and accessible to our clients through authorized calls. The data exchange for the API calls will be in JSON format. Rubicon allows the client to use a

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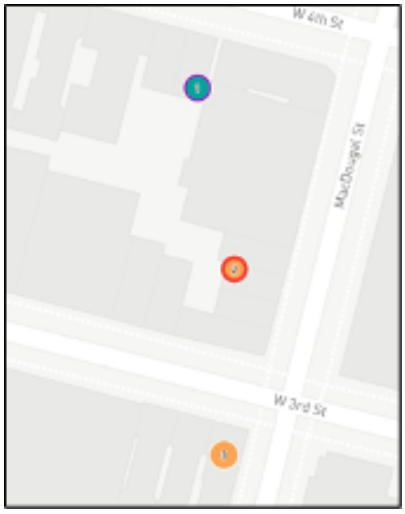
preprod environment during the development phase. Rubicon will provide a separate API integration key for each environment (preprod, prod).

User friendly.

Rubicon strives to be a tool that drivers and administrators can use to perform their job faster and more efficiently. Both the portal and the ICI are easy to use products for anyone already familiar with technology and our Customer Success Team's training is extensive and thorough to ensure all users are comfortable navigating our online tool. Should the City encounter any usage issues our Customer Success Team's will assist with individualized solutions within a timely manner.

Automated alerts.

In the ICI, drivers can track their route progress through a progress bar and serviced and un-serviced locations will be a different color on the map. The progress bar is at the top of the ICI and will show a percentage of the route that has been serviced or where an exception has been logged. On the map, stops that have yet to be serviced are yellow, stops where service was verified are green, and stops where there was an exception are red.



THE DIFFERENT COLORS INDICATING SERVICE ON THE ICI

Not only will un-serviced stops be a different color on the maps, but drivers can filter the stop list to only show stops that have yet to be serviced. Drivers also have the ability to enable turn-by-turn directions to the stops that they missed.

Quick search and reports.

City staff can quickly download and export reports into Excel for further analysis. Some of these on-demand reports include Route Summary, Driver Performance Metrics (including a unit's start, stop, time on site, as well as instances of speeding, hard braking, idle time, etc.), Fault

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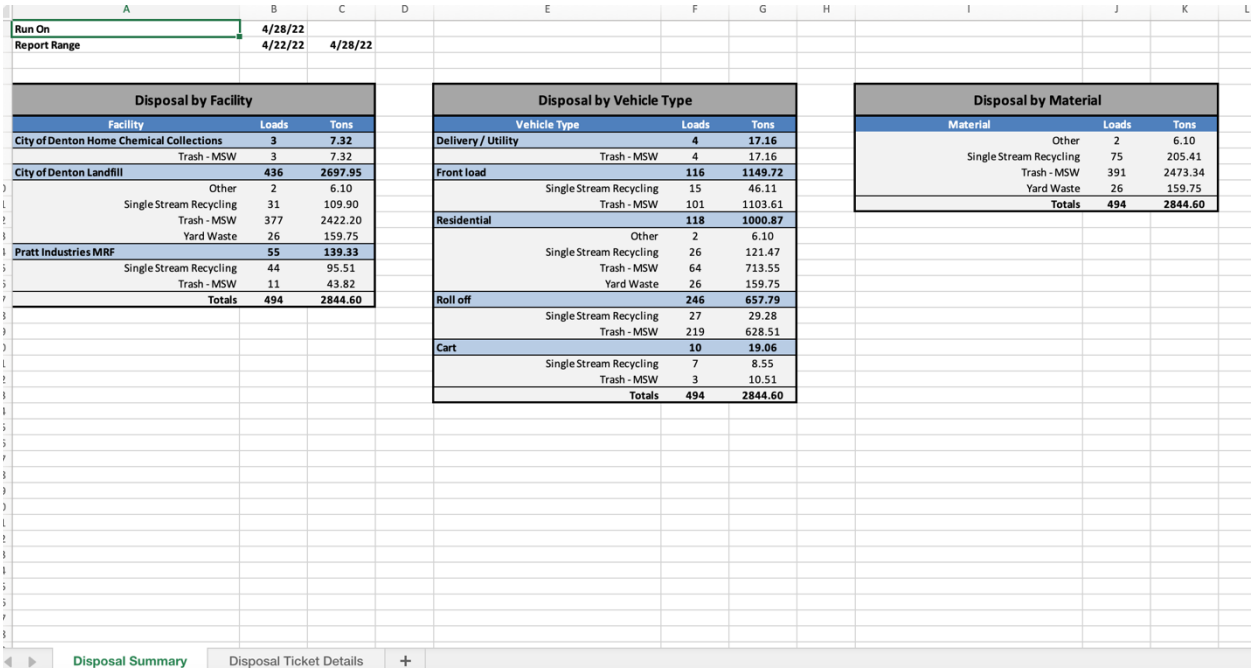
Code Information, Route Issues Reported, Disposal Data, and more. Over time, Rubicon's Product Development team can update the Portal to include specific reporting functionalities as requested by the City.

RUBICONSmartCity offers numerous live and on-demand stock reports in the Portal including, but not limited to, route summary, exception reports, daily route details, insight history, disposal tons, and safety metrics. Reports are exported directly into Excel for further analysis by city staff. Below is a list data points that can be unlocked by utilizing Rubicon's advanced reporting capabilities:

- **Live reports:** Speeding, Stationary Time, Fault Codes, Trip Time, Disposal Tons, Pickups per Hour, Hard Acceleration, Hard Braking, and Hard Turning.
- **On-Demand reports:** Route Summary, Daily Route Details, Disposal Data, Safety Metrics (hard driving, speeding, etc.), Stationary Time, Exceptions Reported, Unserviced Stops, Pre/Post Trip Information, Fault Codes, and GO9 Device Status.

Below are some examples of reports from a partner city.



Run On	4/28/22	
Report Range	4/22/22	4/28/22

Disposal by Facility

Facility	Loads	Tons
City of Denton Home Chemical Collections	3	7.32
Trash - MSW	3	7.32
City of Denton Landfill	436	2697.95
Other	2	6.10
Single Stream Recycling	31	109.90
Trash - MSW	377	2422.20
Yard Waste	26	159.75
Pratt Industries MRF	55	139.33
Single Stream Recycling	44	95.51
Trash - MSW	11	43.82
Totals	494	2844.60

Disposal by Vehicle Type

Vehicle Type	Loads	Tons
Delivery / Utility	4	17.16
Trash - MSW	4	17.16
Front load	116	1149.72
Single Stream Recycling	15	46.11
Trash - MSW	101	1103.61
Residential	118	1000.87
Other	2	6.10
Single Stream Recycling	26	121.47
Trash - MSW	64	713.55
Yard Waste	26	159.75
Roll off	246	657.79
Single Stream Recycling	27	29.28
Trash - MSW	219	628.51
Cart	10	19.06
Single Stream Recycling	7	8.55
Trash - MSW	3	10.51
Totals	494	2844.60

Disposal by Material

Material	Loads	Tons
Other	2	6.10
Single Stream Recycling	75	205.41
Trash - MSW	391	2473.34
Yard Waste	26	159.75
Totals	494	2844.60

Disposal Summary | Disposal Ticket Details | +

EXAMPLE OF A DISPOSAL REPORT

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Drivers:	Aaron Dorn,Alexander Nash,Alfonso Piedra,Anthony Perez,Arturo Ramirez,Austin Proft,Axel Reyes,Blake Ellis,Bobby Self,Brady LaPress,Brent Pennington,Charles Sperry,Christopher Cruz,Corey Simpson,Dan Honeywell,Daren Sims,David Solis,Donnie Camargo,Dusty
Date Range:	04/22/2022 - 04/28/2022
Material Types:	Other,SingleStreamRecycling,TrashMSW,YardWaste

Driver Name	Material Type	Route Count	Route Hours	Helping Hours	Homes/Hour	Stationary Time	Total Stops	Completed Stops	Completion %	Miles	Tons
Aaron Dorn	TrashMSW	22	41.92	6.23	115.9921	02h 34m	4747	4862	102%	217	90
Alexander Nash	TrashMSW	4	22.9	0	119.214	01h 31m	3447	2730	79%	142	45.14
Alfonso Piedra	SingleStreamRecycling	2	2.4	2.4	7.5	00h 00m	0	18	0%	38	
Alfonso Piedra	TrashMSW	6	45.72	9.35	13.95552	01h 25m	436	638	146%	358	110.92
Anthony Perez	Other	1	3.27	0	1.836735	00h 37m	8	6	75%	29	
Anthony Perez	SingleStreamRecycling	1	0.53	0.53	146.25	00h 00m	0	78	0%	7	
Anthony Perez	TrashMSW	1	0.8	0.8	100	00h 00m	0	80	0%	8	
Anthony Perez	YardWaste	1	2.95	0	0	01h 37m	1		0%	22	
Arturo Ramirez	YardWaste	3	17.87	0.23	50.20522	03h 32m	3488	897	26%	151	6.66
Austin Proft	TrashMSW	4	31.01	0	0.4191295	14h 59m	21	13	62%	173	
Axel Reyes	TrashMSW	25	36.15	3	104.1494	01h 45m	4443	3765	85%	251	72.49
Blake Ellis	SingleStreamRecycling	1	0	0	0	00h 00m	0		0%	0	
Blake Ellis	TrashMSW	6	36.12	0.98	0	00h 41m	627	448	71%	249	133.76
Bobby Self	YardWaste	3	27.73	0	119.8558	02h 29m	6178	3324	54%	130	50.64
Brady LaPress	SingleStreamRecycling	3	5.11	5.11	12.3127	00h 00m	0	63	0%	9	
Brent Pennington	SingleStreamRecycling	8	33.51	1.83	115.9423	02h 03m	5026	3886	77%	185	15.43
Charles Sperry	SingleStreamRecycling	7	34.31	1.82	106.793	01h 12m	5190	3663	71%	186	10.03
Christopher Cruz	SingleStreamRecycling	2	6.32	6.32	67.28232	00h 00m	0	425	0%	35	
Christopher Cruz	TrashMSW	3	15.34	0.4	40.95652	01h 11m	825	628	76%	64	12.84
Christopher Cruz	YardWaste	6	25.6	15.77	74.60938	00h 54m	1257	1910	152%	156	16.94
Corey Simpson	SingleStreamRecycling	1	1.55	1.55	8.387096	00h 00m	0	13	0%	16	
Corey Simpson	TrashMSW	6	31.41	1.05	14.70557	01h 27m	447	462	103%	230	90.78
Dan Honeywell	SingleStreamRecycling	11	37.64	7.38	93.23894	02h 56m	5000	3512	70%	204	24.52
Dan Honeywell	TrashMSW	1	0.02	0.02	180	00h 00m	0	3	0%	0	
Daren Sims	TrashMSW	5	40.93	0	0.9039088	05h 50m	39	37	95%	549	44.72
David Solis	TrashMSW	3	25.63	0	0.7412224	03h 40m	25	19	76%	198	71.92
Donnie Camargo	SingleStreamRecycling	1	1.93	1.93	6.724138	00h 00m	0	13	0%	17	
Donnie Camargo	TrashMSW	9	39.54	8.64	10.72513	02h 18m	393	424	108%	367	88.79
Dusty McGehee	YardWaste	1	0.3	0.3	0	00h 00m	0		0%	4	
Eddie Kerns	TrashMSW	5	36.61	0	0.7373691	08h 44m	29	27	93%	426	73.32
Edgar Lujan	SingleStreamRecycling	1	8.12	8.12	10.10267	00h 06m	0	82	0%	83	
Edgar Lujan	TrashMSW	3	19.83	1.65	7.210084	04h 00m	135	143	106%	148	43.26
Edgar San Miguel	SingleStreamRecycling	1	0.03	0.03	0	00h 00m	0		0%	1	
Edgar San Miguel	TrashMSW	7	45.77	0.07	11.12163	04h 04m	574	509	89%	456	110.64

Summary Details +

EXAMPLE OF A DRIVER PRODUCTIVITY REPORT

Date Range:	04/22/2022 - 04/28/2022
Material Types:	Other,SingleStreamRecycling,TrashMSW,YardWaste
Service Types:	FrontLoad,Residential,RollOff,Toter

Route Name	Service Type	Material Type	Homes/Hour	Homes/Mile	LBS/Home	Primary Route Hours	Average Help Hours	Completed Stops	Helper Completed	Completion %	Tons/Route Day
2430(Shiloh)	Residential	TrashMSW	100	10.09	0	1.31	0.4	100	80	80%	1.73
2431(Shiloh)	Residential	SingleStreamRecycling	146.25	10.89	0	1.69	0.26	89	78	88%	0
1201	Residential	TrashMSW	137.29	18.54	48.58	4.25	0	1167	0	0%	12.01
1202	Residential	TrashMSW	101.64	15.58	58.6	2.18	0.21	1030	144	14%	3.78
1203	Residential	TrashMSW	86.48	8.96	43.12	2.98	0.34	901	127	14%	5.98
1204	Residential	TrashMSW	95.37	15.12	36.63	4.61	0	879	0	0%	12
1205	Residential	TrashMSW	117.69	19.12	55.72	2.16	0.05	1051	33	3%	4.57
1206	Residential	TrashMSW	102.93	18.04	67.5	9.2	0	947	0	0%	14.03
1207	Residential	TrashMSW	93.84	14.56	14.87	1.8	0.34	920	77	8%	11.34
1208	Residential	TrashMSW	60.68	4.48	38.02	2.2	0.22	626	91	15%	3.52
1211	Residential	SingleStreamRecycling	115.99	20.97	0	1.45	0.36	1056	217	21%	0
1212	Residential	SingleStreamRecycling	121.55	17.92	183.57	2.14	0.72	888	106	12%	1.42
1213	Residential	SingleStreamRecycling	106.35	17.63	180.49	4.18	0.32	966	78	8%	2.46
1214	Residential	SingleStreamRecycling	125.58	25.18	169	8.25	0	1036	0	0%	6.13
1215	Residential	SingleStreamRecycling	111.05	20.12	0	9.5	0	1055	0	0%	0
1216	Residential	SingleStreamRecycling	83.89	12.85	154.25	9.08	0	762	0	0%	4.94
1217	Residential	SingleStreamRecycling	48.88	3.57	97.87	8.45	0	413	0	0%	4.22
1230	Residential	TrashMSW	35.71	9.02	67.25	9.72	0	347	0	0%	5.16
1231	Residential	SingleStreamRecycling	77.35	10.23	0	0	3.4	263	263	100%	0
1301	Residential	TrashMSW	117.44	17.35	56.02	2.6	0.97	1092	176	16%	5.45
1302	Residential	TrashMSW	54.72	11.24	47.97	2.84	0.34	1067	135	13%	3.24
1303	Residential	TrashMSW	93.14	11.69	54.55	2.71	0.61	967	211	22%	4.62
1304	Residential	TrashMSW	114.62	20.24	47.97	2.48	0	852	0	0%	5.92
1305	Residential	TrashMSW	130.63	18.32	83.71	2.48	0.49	990	19	2%	3.87
1306	Residential	TrashMSW	118.08	21.96	52.94	4.68	0.01	1109	3	0%	10.44
1307	Residential	TrashMSW	65.7	11.09	11.06	1.46	0.7	748	172	23%	8.68
1308	Residential	TrashMSW	85.58	15.37	36.7	4.24	0	726	0	0%	9.89
1311	Residential	SingleStreamRecycling	115.38	18.94	175.78	3.9	0.09	923	23	2%	2.56
1312	Residential	SingleStreamRecycling	127.64	21.6	184.96	8.77	0	1119	0	0%	6.05
1313	Residential	SingleStreamRecycling	90.83	14.69	160.86	3.02	1.21	1035	213	21%	1.7
1314	Residential	SingleStreamRecycling	108.3	19.4	157.22	8.55	0	926	0	0%	5.89
1315	Residential	SingleStreamRecycling	76.33	11.88	60.9	3.12	0.77	857	142	17%	3.91
1316	Residential	SingleStreamRecycling	103.32	18.12	67.04	8.03	0	830	0	0%	12.38
1317	Residential	SingleStreamRecycling	104.54	19.37	0	3.23	0.47	833	157	19%	0
1401	Residential	TrashMSW	100.33	21.73	138.73	2.01	0.01	806	0	0%	1.45
1402	Residential	TrashMSW	127.86	25.38	83.63	2.54	0.19	1057	81	8%	3.89
1403	Residential	TrashMSW	121.78	22.28	48.63	4.22	0	1027	0	0%	10.56
1404	Residential	TrashMSW	127.15	27.23	82.69	2.71	0	1032	0	0%	4.16
1405	Residential	TrashMSW	108.7	20.93	48.53	1.71	0.69	909	168	18%	3.82
1406	Residential	TrashMSW	141.09	37.83	50.71	4.57	0	1291	0	0%	12.73
1407	Residential	TrashMSW	104.72	20.58	13.82	2.42	0.6	1218	204	17%	18.34
1408	Residential	TrashMSW	123.68	27.41	55.78	4.63	0	1144	0	0%	10.26
1411	Residential	SingleStreamRecycling	83.03	16.14	124.3	3.04	2.34	828	71	9%	2.03
1412	Residential	SingleStreamRecycling	100.34	23.35	173.44	4.43	0.31	1003	115	11%	2.56
1413	Residential	SingleStreamRecycling	121.65	26.79	0	3.63	0.37	962	78	8%	0
1414	Residential	SingleStreamRecycling	95.33	28.06	53.63	1.49	0.89	1056	206	20%	2.64
1415	Residential	SingleStreamRecycling	118.49	21.93	203.81	8.58	0	1017	0	0%	4.99
1416	Residential	SingleStreamRecycling	121.75	27.6	145.14	4.29	0.96	1064	19	2%	3.6

EXAMPLE OF A ROUTE PRODUCTIVITY REPORT

Property/parcel/address management.

Using the Portal, the City is able to upload address data for commercial and residential service locations. The address data can include latitude and longitude for greater accuracy. Address can be updated whenever needed and the customer associated with an address can be

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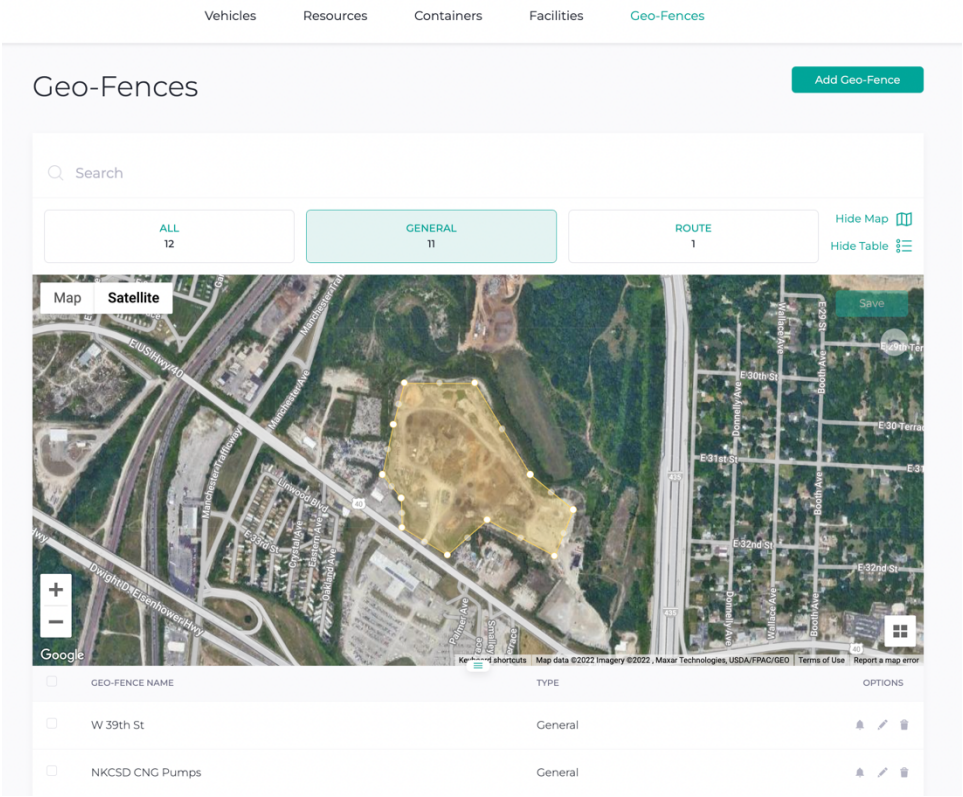
changed. Address data can exist independently of customer information which can be helpful in a high turnover residence such as an apartment building.

RUBICONSmartCity provides the ability to establish specific and custom geo-fenced areas including truck yards, transfer stations, landfills, and box yards. These locations can be viewed in the Portal, by selecting Hauler Locations. These geofenced areas are particularly helpful for alerting drivers of necessary action on the ICI. For example, when the driver enters the geofenced area of a landfill the ICI provides an automatic reminder to the driver to log a weight ticket. Cities also have the ability to create custom geofences along a route or in a particular area in a city through the Geo-Fences tab located on the Fleet page within the Portal. City users can set up custom alerts for when drivers are active or stationary inside or outside of these geofenced boundaries. For example, users can set up a geofence around the city's limits and be alerted if a truck leaves this area.



Capable of attaching notes/files/pictures.

The ICI allows operators the ability to capture images using the device to provide office staff and supervisors with additional insight into issues encountered on route. A reduction in citizen calls or text messages is a common benefit of the system reported by our partners, because as your operators document issues with photos, your customer service representatives in the solid waste department or elsewhere in the City, are able to communicate this new level of documentation to citizens.

The ICI also allows operators to make notes at each address. For example, operators can log notes about the specific location of a bin at a particular address, allowing any operator the

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ability to proficiently run any route. Notes created by office staff or operators are linked to the customer address and are available for office review, and can be visible to other drivers in a scenario where they need to provide assistance on a route.

Budget friendly

Rubicon uses a Software-as-a-Service (SaaS) model for pricing. SaaS models provide several advantages for the customer:

- Reduce the costs for hardware and software licenses compared with the traditional model because service usually resides in shared or multi-user environments.
- Reduce the time spent on installation and configuration reducing issues that complicate software development.
- Reduce maintenance costs since Rubicon owns the environment and it is split among all customers that use that solution.
- Solution upgrades become available for customers automatically. Costs and effort associated with upgrades and new releases are lower than the traditional model that usually forces the user to buy an upgrade package and install it, or pay for specialized services to get the environment upgraded.

Options available for Cloud-based or on-premise.

The Rubicon Portal is a password protected website and can be accessed anywhere, in the office or off-premise. Be it because of inclement weather, personal emergencies, or working from home, being a cloud-based system allows administrators to be able to conduct their work from anywhere.

Must provide service-level agreement with guarantees and financial penalties for down-time.

Rubicon will work to give the city ample warning if there is any potential downtime with the system. If there is any expected down-time, the Customer Success Manager will reach out to the City and notify them of the expected length of the down-time.

Rubicon will not accept any financial penalties for down-time.

Provide agreement that vendor will support Microsoft lifecycle for Operating system and Browser support.

Microsoft Edge is our preferred browser and we will continue to support this browser.

Vendor should provide technical support during the project until completion of route optimization.

Rubicon's system distinguishes between *route optimization* and *fleet optimization* as outlined below.

Route Optimization

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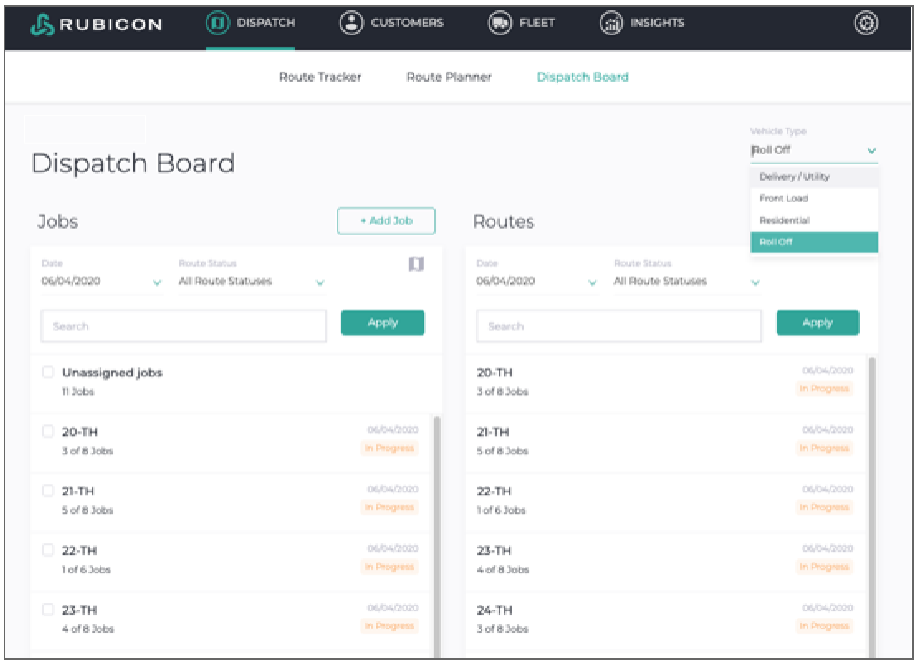
RUBICONSmartCity's Dispatch Board is the "go to" tool for managing day to day routes. Staff use the Dispatch Board to shift a few stops from a recurring waste route because a truck went out of service, or to schedule and optimize a City's ad hoc, point-to-point routes (i.e. pre-scheduled bulk, cart delivery, etc).



SCREENSHOT OF THE PORTAL SHOWING THE DISPATCH BOARD WITH JOBS, ROUTES, AND VEHICLE TYPES

For example, in the event of equipment failure or problems encountered during a route, the office staff has the ability to electronically move the remaining stops and transfer them between routes using the Portal. This can be as easy as dragging and dropping specific stops over to a new route, or viewing the stops on a route and utilizing the "lasso" tool to select those that need to be adjusted. These updates are then pushed out to the ICI to notify drivers in the field of the change. Drivers are alerted of changes made to their route through a pop-up that displays on the ICI. City staff can make these adjustments for any route type including Bulk, Yard Waste, Commercial, or Residential.

City staff also use the Dispatch Board to easily create any point-to-point ad hoc routes (i.e. pre-scheduled bulk or commercial routes). On a daily basis, office staff responsible for receiving and scheduling these routes have the ability to add customer locations individually or import them from a pre-populated Excel file. The Dispatcher can then click the Route Builder, filter the jobs as needed, and create a pre-specified number of routes. Rubicon's system will then optimize and sequence these stops in the most efficient order with a click of the button. When drivers arrive at the beginning of their shift, they log into their route on the ICI. The ICI can then provide turn-by-turn directions so drivers can run their route without confusion. Additional service orders can be added to any active route at any time by the office staff.

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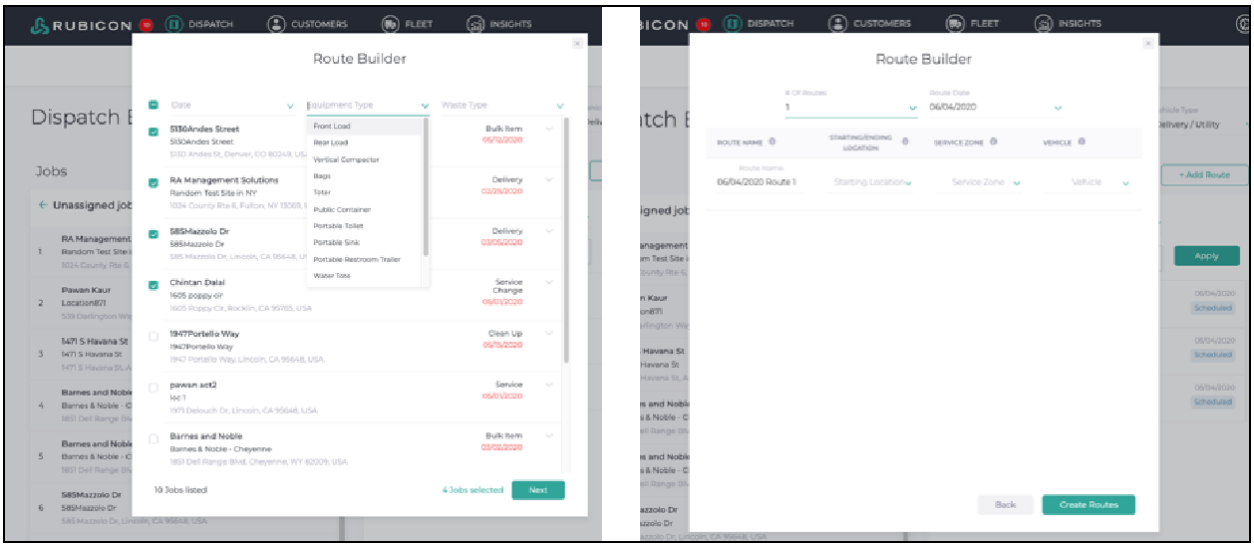

SCREENSHOT OF THE ROUTE BUILDER: 1) SHOWING HOW TO FILTER STOPS; 2) SHOWING HOW TO SCHEDULE AND SEQUENCE ROUTES

Fleet Optimization

Rubicon offers an optional fleet optimization service for the City's recurring residential routes. We define fleet optimization as optimizing every fixed, recurring solid waste and recycling route in your operations. This process takes around six months and involves close cooperation between the City and Rubicon.

Fleet optimization is a complex process that encompasses more than simply identifying the shortest route between points on a map. In addition to distance, specific constraints are taken into consideration ranging from the number and location of required stops, to turns and intersections along a route, among others identified by the City. Fleet optimization, when based upon comprehensive data about your operations, can save the City significant time and money. For example, in a fleet optimization scenario Rubicon ran for the City of Atlanta, we identified the potential to decrease the number of weekly route hours run by waste and recycling vehicles by 6.1% and decrease the number of miles driven by 7.8%; saving the City over $300,000 annually on optimization and over $750,000 when including savings leveraged from technology. When optimization is matched with our technology, cities can unlock their full ROI potential.

Rubicon's optimization process differs from its competitors in the market in several ways. First, Rubicon does all the heavy lifting, removing the burden of significant time commitments from City personnel. Fleet optimization is a complex, complicated, and time-consuming process that we guide our city partners through in an iterative and collaborative way. We optimize all of a City's routes offline and then provide the tools necessary to keep them up-to-date and balanced within our Portal. Our process is designed to keep optimizations as simple as possible for the City.

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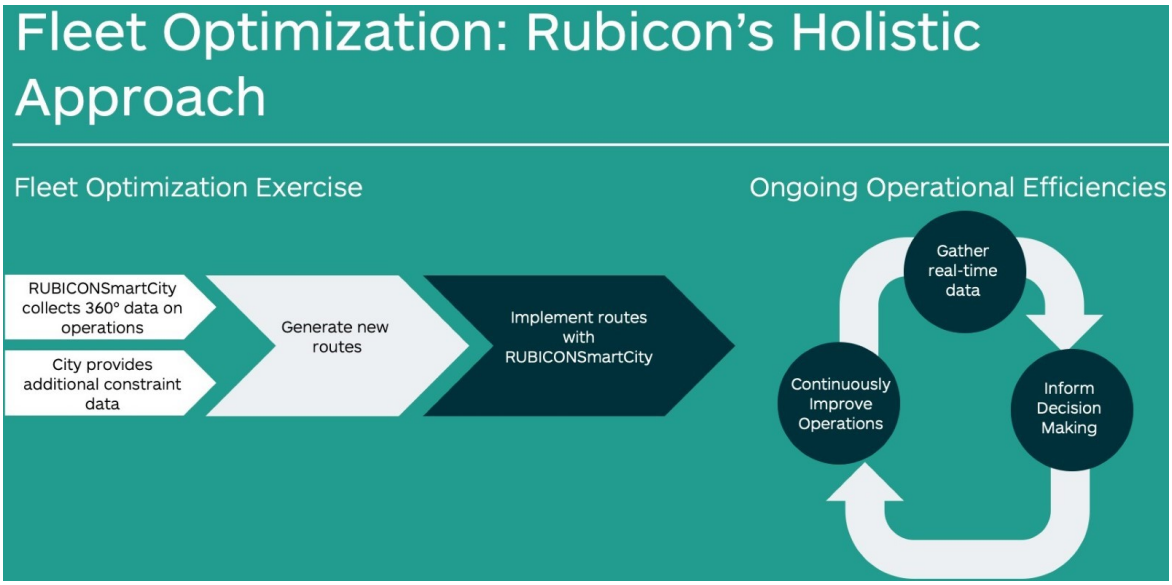

Second, Rubicon's process differs because of the power of our in-truck technology. Utilizing data gathered by the Samsara Vehicle Gateway telematics device and ICI, Rubicon bases our optimization recommendations on observed fleet data combined with pre-existing data from the City. This secondary validation process ensures the data is clean and not simply based on projections or estimates. This is why the RUBICONSmartCity technology suite is a required component to our full fleet optimization services. The technology will allow Rubicon to gather and analyze numerous data points to understand route efficiency including average number of stops per route, average route time, number of pickups per hour, and other critical information. This data provides a critically important baseline of current operations to inform optimization recommendations.

Finally, Rubicon's in-truck technology and Portal offer unique capabilities that assist the City in implementing the new, optimized routes. For example, changes to recurring routes after optimization can be immediately pushed to drivers through the ICI and assist them via turn-by-turn navigation as they learn their new routes. The ICI also provides stop-by-stop notes to help drivers learn their new customers and relevant service alerts at each address. And the ICI collects additional data that can be used to optimize routes over time.

City staff can manage, edit, and optimize routes in Rubicon's Portal. In the Dispatch tab Supervisors and in-office staff can view daily route progress in real time. Supervisors have the ability to hover over any truck or route on the live map dashboard to view individual route progress. Using the Route Tracker page, Supervisors can view all this information to easily identify where and if routes need to be adjusted to ensure the best customer service possible.

After the route optimization process has been completed, Rubicon will work with the City to test and finalize the new routes. Small adjustments and tweaks can be made during this phase. Once both sides are satisfied with the results, the new routes will be pushed out to drivers via the ICI. Additionally, the ICI will help drivers learn their routes after the optimization. The ICI provides turn-by-turn navigation to guide drivers directly to their stops and back and

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forth to disposal sites, along with a digital list of stops with locations marked on a map. Additionally, the ICI provides location alerts to flag for drivers when, for example, they need to service a customer that requires backyard pick-up. The ICI will also assist drivers in ensuring stops are not missed by verifying when service has been completed at a particular location.

Vendor should provide Training for all personnel involved.

Our Customer Success Team will conduct a series of training sessions for participating operators to ensure that they are able to utilize the ICI to its full extent. These training sessions have been designed to appeal to operators who have used a smart device before, as well as operators who may be unfamiliar with the technology. The sessions are delivered in an operator-friendly environment, on a schedule that does not impact the staff's ability to finish its daily routes. We will conduct separate in-person training with the City's fleet managers, supervisors, customer service representatives, and others the City might want to be familiar with the technology, once permissible, based on local COVID-19 related ordinances.

Vehicle camera and location integration

Rubicon will be using Samsara as the telematics provider. The Samsara Vehicle Gateway has the ability to connect with the 3rd Eye cameras that the City currently uses.

Must provide three (3) verifiable references for similar scope of successful projects. (IG)

The City of Kansas City, MO - Department of Solid Waste

- **Contact Name:** Michael Shaw, Director of Public Works
- **Contact Phone Number:** 1 (505) 955-2012
- **Contact Email:** michael.shaw@kcmo.org
- **Duration:** October 2019 - Present

Rubicon's technology was deployed in the City of Kansas City's 80 vehicles allowing the City to optimize scheduling and routing, provide real-time updates to drivers, improve customer service, and streamline management and scheduling systems. Using Rubicon's technology, the Solid Waste Department has doubled the service area covered by those 80 vehicles, recognized significant cost savings through streamlined operations and optimized routing, and improved service delivery to residents and response time to requests or missed pickups.

At the beginning of this engagement, Rubicon successfully coordinated and managed integrating RUBICONSmartCity with both the City's 311 and bulky waste scheduling systems. With weekly check-ins and ongoing communications, Rubicon implemented this project within budget and on schedule.

The City of Santa Fe, NM - Environmental Services Department

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- **Contact Name:** Shirlene Sitton, Director of Environmental Services
- **Contact Phone Number:** (505) 955-2200
- **Contact Email:** sesitton@ci.santa-fe.nm.us
- **Duration:** May 2017- Present

The City of Santa Fe deployed Rubicon's technology in the city's fleet of 42 trucks servicing 32,000 residential and commercial customers for waste and recycling. The city was seeking to improve residential and commercial waste and recycling systems. Throughout the project, Rubicon provided all components of the technology, which consists of hardware and software, specifically iPhone 6+ smartphones, pod devices, accessory kits, an operator-facing application (app), and a manager-facing secure website (portal). In addition to the technology, the services also included on-the-ground support and training by a team of dedicated specialists.

The City of Denton, TX - Solid Waste & Recycling Department

- **Contact Name:** Brian Boerner, Director of Solid Waste
- **Contact Phone Number:** (940) 349-8001
- **Contact Email:** brian.boerner@cityofdenton.com
- **Duration:** November 2019 - Present

Rubicon's technology was deployed in the City of Denton's 78 vehicles, 11 of which are roll off vehicles. The City utilizes Rubicon's technology to build and schedule dozens of recurring roll off routes for its 130+ customer locations. Additionally, thanks to the Dispatch Board's functionality the City can field ad-hoc requests, build routes on the go, and service additional stops in a cost and time effective manner. Driver's are able to execute new routes via the turn-by-turn functionality as they navigate to new stops.

Must be bonded and insured. (WW)

The appropriate forms are attached in the "General Attachments" area on Public Purchase.

Pricing

The appropriate forms are attached in the "General Attachments" area on Public Purchase.

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Conclusion

Rubicon appreciates the City of Sherman taking the time to read through Rubicon's response to the RFP for Routing Software for Solid Waste Collection. Rubicon believes it meets and exceeds the City's needs for the following reasons:

- Rubicon's proprietary high-density routing software that is specifically designed for the solid waste industry and has conducted over 250 optimizations over the past 20 years
- Ability to edit routes in the Portal in real time to respond to the changing demands and circumstances of the City's operations
- Issue logging in the ICI so drivers can note issues preventing collection such as bins not out and contamination
- Rubicon's automatic service verification that feeds into the Portal in real time, allowing customer service calls to respond to and close out customer complaints effectively
- Two-way messaging in the Driver App and the Portal so drivers and supervisors can notify each other of updates while on route

Rubicon is grateful for the opportunity to work with the City of Sherman and is hopeful for the future.

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RUBICON

3-YEAR HGAC/SOURCEWELL CONTRACT PRICING PROPOSAL
CITY OF SHERMAN, TX

RUBICONSmartCity™ is a suite of technology products and services designed to help city governments run waste and recycling operations faster, smarter, and more effectively. With our unique technology running in city trucks, Rubicon can help the City of Sherman save money and provide more effective sanitation services. Our cost proposal is based on the information provided by the City of Sherman to date. We believe the amount of software outlined below is sufficient to meet the City's goals.

Our solution includes:

- Unlimited City of Sherman staff access to the Portal
- 22 software subscriptions to the RUBICONSmartCity Driver Application
- External hosting in a secure cloud environment
- Installation, training, maintenance, and warranty included
- A Fleet Optimization
- 31 Samsara Vehicle Gateways and Camera Connectors

Included in SaaS/Recurring charges:

- Software as a Service Access
- Ongoing Project Manager Support
- Included Device Breakages (Hardware replacement count to be delivered upon agreement with the City on hardware/software configuration)
- Route Management Software including sequencing and optimization of recurring and point-to-point routes

Included in implementation/Upfront charges:

- Training/Launching/Implementation
- Hardware and Accessories (If necessary)
- Device Installation (If necessary)

Our pricing breakdown covers 22 software subscriptions to the RUBICONSmartCity Driver Application, 31 Samsara Vehicles Gateways and Camera Connectors, and unlimited City of Sherman staff access to the Manager Portal. Additionally, we've provided a quote for the fleet optimization project during a three-year contract.

RUBICON

Solid Waste Vehicles

Rubicon's Portal + 22 RUBICONSmartCity Driver Applications

(3 Year HGAC/Sourcewell Contract)

31 Vehicles - BYOD		
	UNITS	***COST***
Total Upfront		***$76,625.00***
Device Installation	31 Vehicles	$3,875.00
API Integration	125 Hours	$18,750.00
Launcher Training/Implementation	140 Hours	$21,000.00
Fleet Optimization	22 Vehicles	$33,000.00
Total Annual Recurring		**$42,372.00**
RUBICONSmartCity Software		**$30,096.00**
Portal & Mobile App Software License (Software)	22 Device Licenses	$30,096.00
Rubicon Y		**$5,882.25**
Vehicle Gateways	31 Devices	$0.00
License for Vehicle Gateways	31 Licenses	$5,882.25
Rubicon Z		**$6,393.75**
Camera Connector	31 Devices	$0.00
License Camera Connector License	31 Licenses	$6,393.75
Y1		$118,997.00
Y2		$42,372.00
Y3		$42,372.00
PROMOTIONAL DISCOUNT TOTAL		***$203,741.00***

Fleet Optimization

Rubicon charges a separate, additional, one-time fee for fleet optimization services for trash and recycling vehicles. This optimization project typically happens one time during a 3-year contract period. We have

based this price on an estimate of 19 vehicles. If we optimize additional vehicles, we will charge a higher price.

DESCRIPTION	COST
Fleet Optimization (one-time cost)	$28,500

Should additional hours of development and or support be necessary to complete integrations with City software systems, Rubicon will charge $250 per hour. Should additional hours of training be desired, Rubicon will charge $250 per hour. Applicable taxes are not included in the above figures.

(Optional) RUBICONSmartCity Add-On Line-Item Pricing

The below information is if the City would like to purchase additional software and hardware from Rubicon.

RUBICONSmartCity Add-On Line Item Pricing		
Professional Services: One Time Cost		
	UNITS	***COST***
Device Installation	Per Device	$125.00
API Integration	Per Hour	$150.00
Launcher Training/Implementation	Per Hour	$150.00
Fleet Optimization	Per Vehicle	$1,500.00
Software + Hardware: Annual Recurring Cost		
	UNITS	***COST***
RUBICONSmartCity Software		
Portal & Mobile App Software License (Software)	Per Device License	$1,368.00
Rubicon X		
iPad Tablets + Mobile Data	Per Device	$864.00
Rubicon Y		
Vehicle Gateways	Per Device	$0.00
License for Vehicle Gateways	Per License	$189.75
Rubicon Z		
Camera Connector	Per Device	$0.00
License Camera Connector License	Per License	$206.25
Forward-Facing Dash Camera	Per Device	$0.00
License for Dual-Facing Dash Camera	Per License	$453.75

Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF New York §

THE COUNTY OF New York §

I, Conor Riffle, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:_____.

X None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this 13 day of September, 2022

C Riffle, SVP Smart Cities

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Conor Riffle, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this 13 day of September, 2022.

Notary Public in and for the State of New Jersey

My commission expires: _____

COURTNEY A. CAMPORINE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 1/30/2023

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Rubicon Cyleball, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

9/13/2022

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 6.**

Meeting Date: 02/06/2023

Prepared By: Jana Garner, Grants Coordinator

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7029***

Authorizing Submission of a Grant Application and the Acceptance of the General Victim Assistance Grant Program, PY2024 Through the Office of the Governor - Criminal Justice Division to Fund the Addition of a Victim Advocate for the Sherman Police Department

Issue:

Seeking approval to submit for the General Victim Assistance Grant Program, PY2024 through the Office of the Governor, Public Safety Office Criminal Justice Division.

Background:

The City was awarded the PY2024 grant for a Victim Advocate. This grant application seeks to fund the position for another year. The services provided help us fulfill our state legal requirement to offer advocate services to sexual assault victims during their interviews with law enforcement.

The purpose of the program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. Services include responding to the emotional and physical needs of crime victims, assisting victims in stabilizing their lives after a victimization, assisting victims to understand and participate in the criminal justice system, and providing victims with safety and security.

Origination:

Jana Garner, Grants Coordinator
Sherman Police Department

Financial Consideration:

There is no match required for this grant. The Sherman PD will be asking for approximately $72,700.

Staff Recommendation:

Request approval from the City Council to apply to the Office of the Governor - Criminal Justice Division for funding of a Victim Advocate for the Sherman PD.

Alternatives:

The Council could deny the grant opportunity.

Attachments

Resolution No. 7029

2024 Announcement

RESOLUTION NO. 7029

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, PY2024 THROUGH THE OFFICE OF THE GOVERNOR – CRIMINAL JUSTICE DIVISION TO FUND THE ADDITION OF A VICTIM ADVOCATE FOR THE SHERMAN POLICE DEPARTMENT. FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized, subject to all contract documents being properly completed and approved as to form and content by City Attorney, seeking approval to submit a grant application for the General Victim Assistant Grant Program, PY2024 through the office of the Governor, Public Safety Office, Criminal Justice Division to fund a Victim Advocate position with the Sherman Police Department.

SECTION 2. That the City Manager is hereby authorized to apply for, accept, reject, alter, or terminate a grant.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place and purpose of said meeting was given as required by law.

SECTION 4. That it is hereby approved that in the event of loss or misuse of the Office of the Governor – Criminal Justice Division funds, the City of Sherman assures that the funds will be returned to the Office of the Governor - Criminal Justice Division in full.

SECTION 5. That the City Council understands there is no matching requirement for said project by the Office of the Governor – Criminal Justice Division and the Texoma Council of Governments Criminal Justice Grant application; and

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of February 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Office of the Governor, Public Safety Office
Criminal Justice Division
Funding Announcement: ***General Victim Assistance Grant Program, FY2024***

Purpose

The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process.

Services may include the following:

- Responding to the emotional and physical needs of crime victims;
- Assisting victims in stabilizing their lives after a victimization;
- Assisting victims to understand and participate in the criminal justice system; and
- Providing victims with safety and security.

Projects seeking to provide specialized programs for victims of commercial sexual exploitation or sex trafficking under the age of 25 must apply under either the Residential and Community-Based Services for Victims of Commercial Sexual Exploitation or the CSEY Advocacy Program Request for Application. Projects seeking to provide general victim services to broad categories of victim populations that may include victims of commercial sexual exploitation or trafficking should apply under this General Victims Services Request for Application.

Projects seeking to prevent, investigate or prosecute commercial sexual exploitation should refer to the funding announcement designed for those projects.

Agencies applying for funds to support a CASA or Children's Advocacy Center program must apply through either Texas CASA, Inc. or Children's Advocacy Centers of Texas.

Available Funding

Federal funding is authorized for these projects under the following sources:

- Victims of Crime Act of 1984 (VOCA) as amended and codified in 34 U.S.C. §20103. VOCA funds are made available through a Congressional appropriation to the U.S. Department of Justice, Office for Victims of Crime. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.
- Section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2, which amends Title VI of the Social Security Act by adding sections 602 to establish the Coronavirus State Fiscal Recovery Fund.

Eligible Organizations

Applications may be submitted by state agencies, public and private non-profit institutions of higher education, independent school districts, Native American tribes, councils of governments, non-profit corporations (including hospitals and faith-based organizations) and units of local government, which are defined as a non-statewide governmental body with the authority to establish a budget and impose taxes (includes hospital districts). Other local governmental agencies should apply through an associated unit of local government.

Application Process

Applicants must access the PSO's eGrants grant management website at https://eGrants.gov.texas.gov to register and apply for funding. For more instructions and information, see the OOG's *eGrants User Guide to Creating an Application*, available here.

1. For eligible local and regional projects:
    a. Applicants must contact their applicable regional council of governments (COG) regarding their application.
    b. Each of Texas' 24 COGs holds its own application planning workshops, workgroups, and/or subcommittees and facilitates application prioritization for certain programs within its region. Failure to comply with regional requirements imposed by the COG may render an application ineligible.
2. State agencies, and other organizations proposing projects with a statewide impact, may submit applications directly to PSO.

Applicants are required to submit fully developed and detailed grant budgets at the time of application, PSO will not accept placeholder applications and/or budget line items in lieu of a well written and detailed grant application.

Non-profit applicants are limited to a single application per agency, and all other eligible organizations are limited to one application per unit, district or division.

Key Dates

Action	Date
Funding Announcement Release	12/12/2022
Online System Opening Date	12/12/2022
Final Date to Submit and Certify an Application	2/09/2023 at 5:00pm CST
Project Start Date	10/01/2023

Project Period

Projects **may not exceed 12 months** and must begin on or after 10/01/2023 and expire on or before 9/30/2024.

Funding Levels

Minimum: $10,000

Maximum: No Maximum

Match Requirement: None

Note: Applicants are strongly cautioned to only apply for the amount of funding they can responsibly expend in the grant period. PSO will be tracking expenditure rates throughout the life of the grants and may take action to avoid large de-obligations at the end of grant periods.

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards (TxGMS), Federal Uniform Grant Guidance, and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

The following list of eligible activities and costs apply generally to all projects under this announcement.

Crisis Services

- Services that respond to immediate needs (other than medical care), emotional, psychological, and physical health and safety including:
    - Crisis intervention services;
    - Accompanying victims to hospitals for medical examinations[1];
    - Hotline counseling;
    - Safety planning;
    - Emergency food, clothing, and transportation;
    - Window, door, or lock replacement or repair, and other repairs necessary to ensure a victim's safety;
    - Costs of the following, on an emergency basis (i.e., when the State's compensation program, the victim's health insurance plan, Medicaid, or other health care funding source, is not reasonably expected to be available quickly enough to meet the emergency needs of a victim (typically within 48 hours of the crime): Non-prescription and prescription medicine, prophylactic or other treatment to prevent HIV/AIDS infection or other infectious disease, durable medical equipment (such as wheel-chairs, crutches, hearing aids, eyeglasses), and other healthcare items; in all cases the grant must be considered the option of last resort; and

[1] Note related to hospital accompaniment with sexual assault survivors: In accordance with Art. 56A.351, Texas Code of Criminal Procedure, a victim shall be offered the opportunity to have a sexual assault program advocate available during a sexual assault forensic exam. Sec. 420.051, Texas Government Code defines a sexual assault program advocate as an individual who has completed a sexual assault training program certified by the attorney general and is an employee or volunteer of a sexual assault program.

- Emergency legal assistance, such as for filing for restraining or protective orders, and obtaining emergency custody orders and visitation rights;

- Personal advocacy and emotional support including:
    - Working with a victim to assess the impact of the crime;
    - Identification of victim's needs;
    - Case management;
    - Management of practical problems created by the victimization;
    - Identification of resources available to the victim;
    - Provision of information, referrals, advocacy, and follow-up contact for continued services, as needed;
    - Traditional, cultural, and/or alternative therapy/healing (e.g., art therapy, yoga – with appropriate training, certification, or licensure);
    - Transportation of victims to receive services and to participate in criminal justice proceedings; and
    - Public awareness and education presentations (including the development of presentation materials, brochures, newspaper notices, and public service announcements) in schools, community centers, and other public forums that are designed to inform crime victims of specific rights and services and provide them with (or refer them to) services and assistance, this activity will only be funded in conjunction with programs providing direct services.

Forensic Interviews (with the following parameters):

- Results of the interview will be used not only for law enforcement and prosecution purposes, but also for identification of needs such as social services, personal advocacy, case management, substance abuse treatment, and mental health services;
- Interviews are conducted in the context of a multi-disciplinary investigation and diagnostic team, or in a specialized setting such as a child advocacy center; and
- The interviewer is trained to conduct forensic interviews appropriate to the developmental age and abilities of children, or the developmental, cognitive, and physical or communication disabilities presented by adults.

Legal Advocacy

- Facilitating participation in criminal justice and other public proceedings arising from the crime, including:
    - Advocacy on behalf of a victim;
    - Accompanying a victim to offices and court;
    - Transportation, meals, and lodging to allow a victim who is not a witness to participate in a proceeding;
    - Interpreting for a non-witness victim who is deaf or hard of hearing, or with limited English proficiency;

- Providing child care and respite care to enable a victim who is a caregiver to attend activities related to the proceeding;
- Notification to victims regarding key proceeding dates (e.g., trial dates, case disposition, incarceration, and parole hearings);
- Assistance with Victim Impact Statements;
- Assistance in recovering property that was retained as evidence; and
- Assistance with restitution advocacy on behalf of crime victims.

- Legal assistance services (including those provided on an emergency basis), where reasonable and where the need for such services arises as a direct result of the victimization, including:
  - Those (other than criminal defense) that help victims assert their rights as victims in a criminal proceeding directly related to the victimization, or otherwise protect their safety, privacy, or other interests as victims in such a proceeding; and
  - Those actions (other than tort actions) that, in the civil context, are reasonably necessary as a direct result of the victimization.

Multi-Disciplinary Teams and Case Coordination

- Representatives of several agencies meet regularly to discuss common cases and share information to enhance investigation, prosecution, and victim restoration. Cases are followed through in this manner to closure. Participating agencies may include Child Protective Service, law enforcement, prosecutors' offices, Sexual Assault Nurse Examiners or other medical personnel, mental health professionals, etc.

Peer Support Groups

- Peer-support, including activities that provide opportunities for victims to meet other victims, share experiences, and provide self-help, information, and emotional support.

Professional Therapy and Counseling

- Mental health counseling and care, including, but not limited to, out-patient therapy/counseling provided by a person who meets professional standards to provide these services in the jurisdiction in which the care is administered.

Protective Order Assistance:

- Legal representation provided by program staff and/or staff attorneys to obtain protective orders and assistance;
- May be provided by law enforcement personnel, prosecution staff or other service providers; and
- Services may be available at non-traditional locations and times.

Shelter Programs

- Providing a safe place for victims/survivors and their children;
- Short-term (up to 45 days) in-home care and supervision services for children and adults who remain in their own homes when the offender/caregiver is removed; and

- Short-term (up to 45 days) nursing-home, adult foster care, or group-home placement for adults for whom no other safe, short-term residence is available;

Victim-Offender Meetings

- Meetings between the survivor and the offender who perpetrated the crime against the survivor. At a minimum grantees must consider:
    - The safety and security of the survivor;
    - The benefit of therapeutic value to the survivor;
    - The procedures for ensuring that participation of the survivor and offender are voluntary and that everyone understands the nature of any meeting or other activity;
    - The provision of appropriate support and accompaniment for the survivor;
    - Appropriate debriefing opportunities for the survivor after a meeting;
    - The credentials of the facilitators; and
    - The opportunity for a survivor to withdraw from the process at any time.

Transitional Housing

- Travel, rental assistance, security deposits, utilities, and other costs incidental to relocation of survivors into transitional housing, as well as voluntary support services such as childcare and counseling. Provision of this service is limited to 18 months in duration per client and must require active participation in program services designed to enable self-sufficiency of the client. PSO should be considered the payee of last resort for this service. To be eligible, this service must be included in the original application budget prioritized by the local Council of Government's Criminal Justice Advisory Committee.

Program-Specific Requirements

All projects under this funding announcement must meet the following requirements:

Cultural competency: Applicants must be culturally competent when providing services to victims. Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process. Cultural competency occurs when: (1) cultural knowledge, awareness and sensitivity are integrated into action and policy; (2) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and (3) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.

Victim services assessment survey: All recipients of funding under this announcement may be required to participate in a victim services assessment during their grant period, as directed by PSO.

Special requirements for vehicle purchases:

Only non-profits will be eligible to purchase vehicles under this funding announcement. The vehicles must be for the purpose of transporting victims to receive various services.

Eligibility Requirements

1. Entities receiving grant funds must demonstrate a record of effective services to victims of crime and financial support from sources other than the Crime Victims Fund; or substantial support from sources other than the Crime Victims Fund.

    - A program has demonstrated a record of effective direct services and support when, for example, it demonstrates the support and approval of its direct services by the community, its history of providing direct services in a cost-effective manner, and the breadth or depth of its financial support from sources other than the Crime Victims Fund.
    - A program has substantial financial support from sources other than the Crime Victims Fund when at least twenty-five percent of the program's funding in the year of, or the year preceding the award comes from such sources.

2. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

3. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. This disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

    Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

4. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

5. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

   Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2024, or the end of the grant period, whichever is later.

6. Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies that it does not have in effect, purport to have in effect, and is not subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of immigration laws, and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

   Each non-profit organization must download, complete and then upload into eGrants the **CEO/NGO Certifications and Assurances Form** certifying compliance with federal and state immigration enforcement requirements.

7. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at https://www.sam.gov/.

Failure to comply with program or eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the Guide to Grants or any of the following unallowable costs:

1. Lobbying or advocacy activities with respect to legislation or to administrative changes to regulations or administrative policy (cf. 18 U.S.C. 1913), whether conducted directly or indirectly;

2. The active investigation and prosecution of criminal activity, except for the provision of victim assistance services (e.g., emotional support, advocacy, and legal services) to crime victims, under 28 CFR § 94.119, during such investigation and prosecution;
3. Any activities related to fundraising;
4. Capital improvements; property losses and expenses; real estate purchases; mortgage payments; remodeling; and construction;
5. Reimbursement of crime victims for expenses incurred as a result of a crime;
6. Salaries, benefits, fees, furniture, equipment, and other expenses of executive directors, board members, and other administrators (except as specifically allowed);
7. Counseling or treatment for substance abuse (general counseling that includes a component addressing substance abuse is eligible);
8. Victim-offender meetings that serve to replace (or as a part of) criminal justice proceedings;
9. Medical training;
10. Medical care or expenses (except as specifically allowed);
11. Forensic medical evidence collection to include the salary, overtime or on-call cost of SANE Nurses;
12. Cash payments to victims, gift cards, or fuel vouchers;
13. Creation of a voucher program where victims are directly given vouchers for such services as housing or counseling;
14. Transportation, lodging, per diem or any related costs for third-party participants to attend a training, when grant funds are used to develop and conduct training;
15. Leasing of vehicles;
16. Training of external partners or the community;
17. Program income;
18. Research and studies;
19. Activities that may compromise victim safety;
20. Entertainment, including amusement, diversion, social activities, field trips, excursions and any associated costs (i.e. tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) unless there is a clear programmatic purpose and the costs are approved in advance by PSO; and
21. Nonessential maintenance on buildings, lawn care, and landscaping; and
22. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

Application Screening: The Office of the Governor will screen all applications to ensure that they meet the requirements included in the funding announcement.

Merit Review – Local Projects: Projects with a local impact will be reviewed by a panel appointed by the local Council of Governments using their own criteria. The merit review panels will assess the applications for quality and rank by priority, and then report their findings to the Office of the Governor. Applicants must contact their applicable regional Council of Governments (COG). Each of Texas' 24 COGs holds its own application planning workshops, workgroups, and/or subcommittees and facilitates application prioritization for certain programs within its region. Failure to comply with regional requirements imposed by the COG may render an application ineligible.

Merit Review – Statewide Projects: The Office of the Governor will review applications to understand the overall demand for the program and for significant variations in costs per item. After this review, the Office of the Governor will determine if all eligible applications can be funded based on funds available, if there are cost-effectiveness benefits to normalizing or setting limits on the range of costs, and if other fair-share cuts may allow for broader distribution and a higher number of projects while still remaining effective.

Final Decisions – All Projects: The Office of the Governor will consider rankings along with other factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, PSO or state government priorities and strategies, legislative directives, need, geographic distribution, or other relevant factors.

PSO may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, PSO may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 7.**

Meeting Date: 02/06/2023

Prepared By: Jana Garner, Grants Coordinator

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7030***

Authorizing Submission of a Grant Application to the Office of the Governor - Criminal Justice Division to Fund the Purchase of Rifle-Resistant Body Armor for the Sherman Police Department

Issue:

Seeking approval to submit for Rifle-Resistant Body Armor Grant, FY24 through the Office of the Governor, Public Safety Office, Criminal Justice Division

Background:

The Sherman Police Department plans to use the grant funding to purchase rifle-resistant body armor vests as added protection for officers

Origination:

Sherman Police Department

Financial Consideration:

There are no matching funds requirements for this grant

Staff Recommendation:

The staff recommends submitting the application to the Criminal Justice Grant Program, FY24 and accepting if awarded

Alternatives:

Should the Council decline this grant opportunity, other funding opportunities will be explored

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Attachments

Resolution No. 7030

RESOLUTION NO. 7030

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 RIFLE-RESISTANT BODY ARMOR 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.

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 rifle-resistant body armor for the Sherman Police Department be operated for the period of October 1, 2023 through September 30, 2024; 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 rifle-resistant body armor to the Office of the Governor.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of February 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 8.**

Meeting Date: 02/06/2023

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7031***

Awarding a Bid to and Authorizing Execution of a Contract with El Dorado Chevrolet for the Purchase of Two (2) New Three Quarter-Ton and Two (2) New Half-Ton Trucks

Issue:

To consider awarding a bid to and authorizing execution of a contract for the purchase of two new 3/4-ton trucks and two new 1/2-ton trucks from El Dorado Chevrolet of McKinney, Texas, based upon a request for public bids for the Parks Maintenance and Engineering Departments.

Background:

At the January 3, 2023 meeting, the City Council approved a request to advertise for public bids. On January 24, 2023, two (2) bidders responded to the request for bids. City staff recommends awarding to the lowest responsive bid in the amount of $201,161.64, submitted by El Dorado Chevrolet of McKinney, Texas.

Origination:

Finance Department

Financial Consideration:

The total cost of these four vehicles is $201,161.64.

Staff Recommendation:

It is recommended the City Council approve this request

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 7031
El Dorado Chevrolet Submittal
Exhibits C through E_El Dorado
Invitation to Bid
Addendum #1 to ITB
Bid Tabulation

RESOLUTION NO. 7031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH EL DORADO CHEVROLET FOR THE PURCHASE OF TWO NEW THREE-QUARTER-TON TRUCKS AND TWO NEW HALF-TON TRUCKS; 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 El Dorado Chevrolet of McKinney, Texas, is hereby awarded the bid for the purchase of two new three-quarter-ton trucks and two new half-ton trucks in the amount of Two Hundred One Thousand One Hundred Sixty One Dollars and Sixty-Four Cents ($201,161.64)**;** and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with El Dorado Chevrolet for the purchase of two new three-quarter-ton trucks and two new half-ton trucks, in accordance with all contract documents attached hereto and made a part hereof for all purposes. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2022-2023 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 6th day of February 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____
LINDA ASHBY, CITY CLERK **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

BID FORM

Bidder accepts all of the terms and conditions set forth in the Advertisement for Bid and the Bid Specification Package.

Total Price for Two (2) New Three-Quarter -Ton Trucks & One (1) New Half-Ton Truck for Parks/Cemetery Maintenance Departments INCLUDING all fees: $ 153,626.

Total Price for One (1) New Half-Ton Truck for Engineering Department INCLUDING all fees: $ 47,735.23

Total Bid price (INCLUDING all fees) $ 201,361

Signature of Bidder _____

Bidder (print name) Tom Boon

Contractor References

Customer Name: FARMERSville OVERHEAD DOOR
Address: 14024 CATY RD. 567 FARMERSville, Tx 75442
Contact: KEN DAVIS Telephone #: 214-733-0575
Scope of work performed: GARAGE DOORS
Length of Service: 10 years

Customer Name: City OF EDGEWOOD
Address: 107 NE FRONT St Edgewood, TX 75117
Contact: MARIA Pertra Telephone #: 903-896-4448
Scope of work performed: TRUCKS
Length of Service: 2 years

Customer Name: Grayson-Collin ELECTRIC COOP
Address: PO BOX 548 VAN Alstyne, TX 75495
Contact: BRUCE STEVENS Telephone #: 903-482-5231
Scope of work performed: TRUCKS
Length of Service: 20 years

Purchase Agreement

Your Service Department Friends at El Dorado Motors
El Dorado Motors
2300 N. Central Expressway
McKinney, TX 75070

Buyer	Co-Buyer	Vehicle
City Of Sherman City Sherman PO Box 1106 Sherman, TX 75090 E: (903) 892-7301 craigl@cityofsherman.com		2023 Chevrolet Silverado 1500 Work Truck VIN: BUILD DATE1/30/23 Stock #: ON ORDER Mileage: 42 Color: White

Purchase Details	
Accessories:	$0.00
Service Contract:	$0.00
GAP:	$0.00
Government Fees:	$38.75
Proc/Doc Fees:	$150.00
Total Taxes	$96.48
Total Sales Price:	$47,735.23
Trade Allowance:	$0.00
Trade Payoff:	$0.00
Trade Equity:	$0.00
Rebate:	$0.00
Cash Down:	$0.00
Cash Price:	$47,735.23

X _____
Customer Signature

_____
Date

X _____
Manager Signature

_____
Date

Disclaimer:

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This is an offer to purchase this vehicle today, NOT A FINANCE CONTRACT. You certify that the above information is correct and accurate, and authorize the release of credit history for the purpose of vehicle sales. Payments on this worksheet are estimates and are subject to lender approval.

OrderWORKBENCH

Order Detail # CGXXDB

BAC: 112232 **BFC:** 1 **Name:** EL DORADO MOTORS, INC.

Current as of 01/20/2023 - 12:22 PM EST

BAC Information

Contact Name **Phone #**

DAN FL112 **Stock No.** WHITE

Model/Order Information

Model Year: 2023 **Division:** CHEVROLET

Distrib. Entity: RET **Order Type:** TRE - Retail Stock

Allocation Group: CLDCRW **Model:** CK10743 - 1500 Silverado: 4WD, Crew Cab

TPW: 01/30/2023

MSRP w/DFC †: $52,645.00

Estimated Delivery Date:

Vehicle Specifications

PEG: 1WT - Work Truck Preferred Equipment Group

Trim: H2G - 1WT-Vinyl, Jet Black, Interior Trim

Primary Color: GAZ - Summit White

Engine: L84 - Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T

Emissions:

Transmission: MHT - 10-Speed Automatic

Ordered Options: AKO: Glass, Deep Tinted
AQQ: Keyless Remote Entry
AU3: Power Door Locks
AZ3: Seats: Front 40/20/40 Split-Bench, Full Feature
BG9: Floor Covering: Rubberized Vinyl, Black
C49: Defogger, Rear Window, Electric
C5Y: GVW Rating 7100 Lbs
CGN: Chevytec Spray-on Liner
DLF: Mirrors, O/S: Power, Heated
E63: Durabed
FE9: Federal Emissions
G80: Auto Locking Differential, Rear
GU5: Rear Axle: 3.23 Ratio
IOR: Chevrolet Infotainment, 7" Color Screen
JHD: Hill Descent Control
JL1: Integrated Trailer Brake Controller

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K34: Cruise Control
KC4: Cooler, Engine Oil
KNP: Transmission Cooling System
NQH: Transfer Case: Active, 2-Speed, Autotrac, Rotary Dial
PCV: 1WT Convenience 1 Package
PED: Chevy Safety Assist
QDV: Tires: 265/70 R17 All Terrain, Blackwall
QT5: Tailgate Function--EZ Lift, Power Lock & Release
RD6: Wheels: 17" Steel - Painted Ultra Silver
TQ5: Headlamps, Intellibeam
UBI: 2-USBs, Second Row Charge/Data Ports
UE4: Following Distance Indicator
UHX: Lane Keep Assist/Departure Warning
UKJ: Sensor, Front Pedestrian Braking
UVB: Rear Vision Camera, HD
VK3: Front License Plate Mounting Provisions
Z71: Suspension Package: Off-Road
K47: Heavy Duty Air Filter
KI4: 120 Volt Electrical Receptacle, In Cab
KW7: Alternator, 170 AMP
NZZ: Skid Plate
PEB: 1WT Value Package
PRF: Remote Access Plan
QK1: Standard Tailgate
R6Y: OPD / Focused Ordering Configuration Not Desired
SAF: Spare Tire Lock
U2K: SiriusXM Satellite Radio (subscription)
UE1: OnStar Communication System
UEU: Sensor, Forward Collision Alert
UHY: Automatic Emergency Braking
UQF: Speaker System: Standard Sound System
V76: Recovery Hooks
XCQ: Tire, Spare: 265/70 R17 All Season, Blackwall
Z82: Trailering Package

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† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GMPricing.com for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice.

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Purchase Agreement

Your Service Department Friends at El Dorado Motors
El Dorado Motors
2300 N. Central Expressway
McKinney, TX 75070

Buyer	Co-Buyer	Vehicle
City Of Sherman City Sherman PO Box 1106 Sherman, TX 75090 E: (903) 892-7301 craigl@cityofsherman.com		2023 Chevrolet Silverado 1500 Work Truck VIN: BUILD DATE1/30/23 Stock #: ON ORDER Mileage: 42 Color: White

Purchase Details	
Accessories:	$0.00
Service Contract:	$0.00
GAP:	$0.00
Government Fees:	$38.75
Proc/Doc Fees:	$150.00
Total Taxes	$96.48
Total Sales Price:	$47,735.23
Trade Allowance:	$0.00
Trade Payoff:	$0.00
Trade Equity:	$0.00
Rebate:	$0.00
Cash Down:	$0.00
Cash Price:	$47,735.23

X _____
Customer Signature

_____
Date

X _____
Manager Signature

_____
Date

Disclaimer:

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This is an offer to purchase this vehicle today, NOT A FINANCE CONTRACT. You certify that the above information is correct and accurate, and authorize the release of credit history for the purpose of vehicle sales. Payments on this worksheet are estimates and are subject to lender approval.

OrderWORKBENCH

Order Detail # CGZBNB

BAC: 112232 **BFC:** 1 **Name:** EL DORADO MOTORS, INC.

Current as of 01/20/2023 - 12:20 PM EST

BAC Information

Contact Name **Phone #**

DAN L4WWT **Stock No.** WHITE

Model/Order Information

Model Year: 2023

Distrib. Entity: RET

Allocation Group: CLDCRW

Division: CHEVROLET

Order Type: TRE - Retail Stock

Model: CK10743 - 1500

Silverado: 4WD, Crew Cab

TPW: 01/30/2023

MSRP w/DFC †: $52,645.00

Estimated Delivery Date:

Vehicle Specifications

PEG: 1WT - Work Truck Preferred Equipment Group

Primary Color: GAZ - Summit White

Trim: H2G - 1WT-Vinyl, Jet Black, Interior Trim

Engine: L84 - Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T

Emissions:

Transmission: MHT - 10-Speed Automatic

Ordered Options: AKO: Glass, Deep Tinted
AQQ: Keyless Remote Entry
AU3: Power Door Locks
AZ3: Seats: Front 40/20/40 Split-Bench, Full Feature
BG9: Floor Covering: Rubberized Vinyl, Black
C49: Defogger, Rear Window, Electric
C5Y: GVW Rating 7100 Lbs
CGN: Chevytec Spray-on Liner
DLF: Mirrors, O/S: Power, Heated
E63: Durabed
FE9: Federal Emissions
G80: Auto Locking Differential, Rear
GU5: Rear Axle: 3.23 Ratio
IOR: Chevrolet Infotainment, 7" Color Screen
JHD: Hill Descent Control
JL1: Integrated Trailer Brake Controller

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K34: Cruise Control
KC4: Cooler, Engine Oil
KNP: Transmission Cooling System
NQH: Transfer Case: Active, 2-Speed, Autotrac, Rotary Dial
PCV: 1WT Convenience 1 Package
PED: Chevy Safety Assist
QDV: Tires: 265/70 R17 All Terrain, Blackwall
QT5: Tailgate Function--EZ Lift, Power Lock & Release
RD6: Wheels: 17" Steel - Painted Ultra Silver
TQ5: Headlamps, Intellibeam
UBI: 2-USBs, Second Row Charge/Data Ports
UE4: Following Distance Indicator
UHX: Lane Keep Assist/Departure Warning
UKJ: Sensor, Front Pedestrian Braking
UVB: Rear Vision Camera, HD
VK3: Front License Plate Mounting Provisions
Z71: Suspension Package: Off-Road
K47: Heavy Duty Air Filter
KI4: 120 Volt Electrical Receptacle, In Cab
KW7: Alternator, 170 AMP
NZZ: Skid Plate
PEB: 1WT Value Package
PRF: Remote Access Plan
QK1: Standard Tailgate
R6Y: OPD / Focused Ordering Configuration Not Desired
SAF: Spare Tire Lock
U2K: SiriusXM Satellite Radio (subscription)
UE1: OnStar Communication System
UEU: Sensor, Forward Collision Alert
UHY: Automatic Emergency Braking
UQF: Speaker System: Standard Sound System
V76: Recovery Hooks
XCQ: Tire, Spare: 265/70 R17 All Season, Blackwall
Z82: Trailering Package

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Purchase Agreement

Your Service Department Friends at El Dorado Motors
El Dorado Motors
2300 N. Central Expressway
McKinney, TX 75070

Buyer	Co-Buyer	Vehicle
City Of Sherman City Sherman PO Box 1106 Sherman, TX 75090 E: (903) 892-7301 craigl@cityofsherman.com		2023 Chevrolet Silverado 2500HD Custom VIN: BUILD EST 2/13/23 Stock #: ON ORDER Mileage: Color:

Purchase Details	
Accessories:	$0.00
Service Contract:	$0.00
GAP:	$0.00
Government Fees:	$38.75
Proc/Doc Fees:	$150.00
Total Taxes:	$106.84
Total Sales Price:	$52,845.59
Trade Allowance:	$0.00
Trade Payoff:	$0.00
Trade Equity:	$0.00
Rebate:	$0.00
Cash Down:	$0.00
Cash Price:	$52,845.59

have 2 coming

X _____
Customer Signature

_____
Date

X _____
Manager Signature

_____
Date

Disclaimer:

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OrderWORKBENCH

Order Detail # CHXP1M

BAC: 112232 **BFC:** 1 **Name:** EL DORADO MOTORS, INC.

Current as of 01/20/2023 - 01:31 PM EST

BAC Information

Contact Name **Phone #**

DAN CX4WD **Stock No.** WHITE

Model/Order Information

Model Year: 2023

Distrib. Entity: RET

Allocation Group: CHDCRW

Division: CHEVROLET

Order Type: TRE - Retail Stock

Model: CK20743 - 2500HD Silverado: 4WD Standard Box Crew Cab

TPW: 02/13/2023

MSRP w/DFC †: W/A

Estimated Delivery Date:

Vehicle Specifications

PEG: 1CX - Custom Preferred Equipment Group

Primary Color: GAZ - Summit White

Ordered Options: AE7: Seats: Front 40/20/40 Split-Bench, Uplevel
AQQ: Keyless Remote Entry
B30: Floor Covering: Carpet, Color Keyed
C49: Defogger, Rear Window, Electric
DWC: Mirrors, O/S: Man.Fold.,Man. Ext., Heat, Turn Indicator

Trim: H1T - 1WT/1FL-Cloth, Jet Black, Interior Trim

Engine: L8T - Engine: 6.6L, V-8, SIDI

Emissions:

Transmission: MYD - 6-Speed Automatic
AKO: Glass, Deep Tinted
AU3: Power Door Locks
BTV: Remote Engine Starting Pkg
DD8: ISRV Mirror, Electro-chromatic
E63: Durabed
G80: Auto Locking Differential, Rear
IOR: Chevrolet Infotainment, 7" Color Screen
JL1: Integrated Trailer Brake Controller
K47: Heavy Duty Air Filter

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FE9: Federal Emissions
GT4: Rear Axle: 3.73 Ratio
JGF: GVW Rating 10,650 Lbs
K34: Cruise Control
KC4: Cooler, Engine Oil
KW7: Alternator, 170 AMP
PCX: 1CX/2CX Convenience 1 Package
PDX: 1CX Custom Value Package
Q86: Wheels: 20" Aluminum
QK2: Multi-Flex Tailgate
R7O: Rear Seat: Folding with Storage Package
RIA: LPO - Interior Floor Liners
SAF: Spare Tire Lock
U2K: SiriusXM Satellite Radio (subscription)
UE1: OnStar Communication System
UF2: Lighting, Cargo Box, LED
UK3: Radio Controls -Steering Wheel
V76: Recovery Hooks
VQO: LPO - Assist Steps, Work, Black
Z82: Trailering Package
ZYG: Tire, Spare: LT275/70 R18 All Terrain, Blackwall
KNP: Transmission Cooling System
NQF: Transfer Case: w/ Rotary Dial Control, Electronic Shift
PDB: LPO - Dark Essentials Package
PRF: Remote Access Plan
QF9: Tires: LT275/65 R20 All Terrain, Blackwall
QT5: Tailgate Function--EZ Lift, Power Lock & Release
RGE: Safety Confidence Package
RIK: LPO - Badge Exterior Black Nameplates
SFZ: LPO--Chevy Bow Tie, Blacked Out
UDD: Driver Info Display
UEU: Sensor, Forward Collision Alert
UHY: Automatic Emergency Braking
UVC: Rear Vision Camera
VK3: Front License Plate Mounting Provisions
YM8: LPO Processing Option
ZLA: Infotainment Package

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Purchase Agreement

Your Service Department Friends at El Dorado Motors
El Dorado Motors
2300 N. Central Expressway
McKinney, TX 75070

Buyer	Co-Buyer	Vehicle
City Of Sherman City Sherman PO Box 1106 Sherman, TX 75090 E: (903) 892-7301 craigl@cityofsherman.com		2023 Chevrolet Silverado 2500HD Custom VIN: BUILD EST 2/06/23 Stock #: ON ORDER Mileage: Color:

Purchase Details	
Accessories:	$0.00
Service Contract:	$0.00
GAP:	$0.00
Government Fees:	$38.75
Proc/Doc Fees:	$150.00
Total Taxes	$106.84
Total Sales Price:	$52,845.59
Trade Allowance:	$0.00
Trade Payoff:	$0.00
Trade Equity:	$0.00
Rebate:	$0.00
Cash Down:	$0.00
Cash Price:	$52,845.59

have 2 coming!

X _____
Customer Signature

_____
Date

X _____
Manager Signature

_____
Date

Printed 1/20/23 12:28 PM

Disclaimer:

This is an offer to purchase this vehicle today, NOT A FINANCE CONTRACT. You certify that the above information is correct and accurate, and authorize the release of credit history for the purpose of vehicle sales. Payments on this worksheet are estimates and are subject to lender approval.

OrderWORKBENCH

Order Detail # CGXV8D

BAC: 112232 **BFC:** 1 **Name:** EL DORADO MOTORS, INC.

Current as of 01/20/2023 - 11:57 AM EST

BAC Information

Contact Name **Phone #**

DAN CX4WD **Stock No.** WHITE

option 1

Model/Order Information

have 2

Model Year: 2023

Distrib. Entity: RET

Allocation Group: CHDCRW

Division: CHEVROLET

Order Type: TRE - Retail Stock

Model: CK20743 - 2500HD Silverado: 4WD Standard Box Crew Cab

TPW: 02/06/2023

MSRP w/DFC †: W/A

Estimated Delivery Date:

Vehicle Specifications

PEG: 1CX - Custom Preferred Equipment Group

Primary Color: GAZ - Summit White

Ordered Options: AE7: Seats: Front 40/20/40 Split-Bench, Uplevel
AQQ: Keyless Remote Entry
B30: Floor Covering: Carpet, Color Keyed
C49: Defogger, Rear Window, Electric
DWC: Mirrors, O/S: Man.Fold.,Man. Ext., Heat, Turn Indicator

Trim: H1T - 1WT/1FL-Cloth, Jet Black, Interior Trim

Engine: L8T - Engine: 6.6L, V-8, SIDI

Emissions:

Transmission: MYD - 6-Speed Automatic
AKO: Glass, Deep Tinted
AU3: Power Door Locks
BTV: Remote Engine Starting Pkg
DD8: ISRV Mirror, Electro-chromatic
E63: Durabed
G80: Auto Locking Differential, Rear
IOR: Chevrolet Infotainment, 7" Color Screen
JL1: Integrated Trailer Brake Controller
K47: Heavy Duty Air Filter

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FE9: Federal Emissions
GT4: Rear Axle: 3.73 Ratio
JGF: GVW Rating 10,650 Lbs
K34: Cruise Control
KC4: Cooler, Engine Oil
KW7: Alternator, 170 AMP
PCX: 1CX/2CX Convenience 1 Package
PDX: 1CX Custom Value Package
Q86: Wheels: 20" Aluminum
QK2: Multi-Flex Tailgate
R7O: Rear Seat: Folding with Storage Package
RIA: LPO - Interior Floor Liners
SAF: Spare Tire Lock
U2K: SiriusXM Satellite Radio (subscription)
UE1: OnStar Communication System
UF2: Lighting, Cargo Box, LED
UK3: Radio Controls -Steering Wheel
V76: Recovery Hooks
VQO: LPO - Assist Steps, Work, Black
Z82: Trailering Package
ZYG: Tire, Spare: LT275/70 R18 All Terrain, Blackwall
KNP: Transmission Cooling System
NQF: Transfer Case: w/ Rotary Dial Control, Electronic Shift
PDB: LPO - Dark Essentials Package
PRF: Remote Access Plan
QF9: Tires: LT275/65 R20 All Terrain, Blackwall
QT5: Tailgate Function--EZ Lift, Power Lock & Release
RGE: Safety Confidence Package
RIK: LPO - Badge Exterior Black Nameplates
SFZ: LPO--Chevy Bow Tie, Blacked Out
UDD: Driver Info Display
UEU: Sensor, Forward Collision Alert
UHY: Automatic Emergency Braking
UVC: Rear Vision Camera
VK3: Front License Plate Mounting Provisions
YM8: LPO Processing Option
ZLA: Infotainment Package

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Purchase Agreement

Your Service Department Friends at El Dorado Motors
El Dorado Motors
2300 N. Central Expressway
McKinney, TX 75070

Buyer	Co-Buyer	Vehicle
City Of Sherman City Sherman PO Box 1106 Sherman, TX 75090 E: (903) 892-7301 craigl@cityofsherman.com		2023 Chevrolet Silverado 2500HD LT VIN: BUILD WEEK 2/27 Stock #: ON Mileage: 42 Color:

Purchase Details	
Accessories:	$0.00
Service Contract:	$0.00
GAP:	$0.00
Government Fees:	$38.75
Proc/Doc Fees:	$150.00
Total Taxes:	$106.54
Total Sales Price:	$52,695.29
Trade Allowance:	$0.00
Trade Payoff:	$0.00
Trade Equity:	$0.00
Rebate:	$0.00
Cash Down:	$0.00
Cash Price:	$52,695.29

Only have 1 coming

X _____
Customer Signature

_____
Date

X _____
Manager Signature

_____
Date

Disclaimer:

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This is an offer to purchase this vehicle today, NOT A FINANCE CONTRACT. You certify that the above information is correct and accurate, and authorize the release of credit history for the purpose of vehicle sales. Payments on this worksheet are estimates and are subject to lender approval.

GM OrderWORKBENCH

Order Detail # CCVJWN

BAC: 112232 **BFC:** 1 **Name:** EL DORADO MOTORS, INC.

Current as of 01/20/2023 - 12:49 PM EST **---For Dealer Use Only---**

BAC Information

Charge-to BAC 112232	**Charge-to BFC** 1
Ship-to BAC 112232	**Ship-to BFC** 1
Contact Name	**Phone #**
DAN FLT92	**Stock No.** WHITE

* option 2 only have 1

Model/Order Information

Model Year: 2023
Distrib. Entity: RET
Allocation Group: CHDCRW

Division: CHEVROLET
Order Type: TRE - Retail Stock
Model: CK20743 - 2500HD Silverado: 4WD Standard Box Crew Cab
TPW: 02/27/2023

MSRP w/DFC †: $55,850.00
Event Description: 3000 - Accepted by Production Control
Priority: 5
Estimated Delivery Date:

Vehicle Specifications

PEG: 1LT - LT Preferred Equipment Group
Primary Color: GAZ - Summit White

Trim: H0U - 1WT/1LT/1SP/2LT/1FL/1LS-Cloth, Jet Black, Interior Trim
Engine: L8T - Engine: 6.6L, V-8, SIDI
Emissions:
Transmission: MYD - 6-Speed Automatic

Ordered Options: AE7: Seats: Front 40/20/40 Split-Bench, Uplevel
AQQ: Keyless Remote Entry
BG9: Floor Covering: Rubberized Vinyl, Black
CMT: Gooseneck / 5th Wheel
AKO: Glass, Deep Tinted
AU3: Power Door Locks
CGN: Chevytec Spray-on Liner
DD8: ISRV Mirror, Electro-chromatic
E63: Durabed
G80: Auto Locking Differential, Rear

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Package
DWC: Mirrors, O/S: Man.Fold.,Man. Ext., Heat, Turn Indicator
FE9: Federal Emissions
GT4: Rear Axle: 3.73 Ratio
JGF: GVW Rating 10,650 Lbs
JL1: Integrated Trailer Brake Controller
K47: Heavy Duty Air Filter
KNP: Transmission Cooling System
NQH: Transfer Case: Active, 2-Speed, Autotrac, Rotary Dial
PRF: Remote Access Plan
PZ8: Hitch Guidance with Hitch View and Image Adjustment
QK1: Standard Tailgate
SAF: Spare Tire Lock
U01: Roof Marker Lamps
U2K: SiriusXM Satellite Radio (subscription)
UE1: OnStar Communication System
UVB: Rear Vision Camera, HD
V76: Recovery Hooks
VK3: Front License Plate Mounting Provisions
Z6A: Gooseneck / 5th Wheel Prep Package
Z82: Trailering Package
ZYG: Tire, Spare: LT275/70 R18 All Terrain, Blackwall
IOS: Chevrolet Infotainment Plus, 8" P/U Screen, 10.2" SUV
JHD: Hill Descent Control
K34: Cruise Control
KC4: Cooler, Engine Oil
KW7: Alternator, 170 AMP
NZZ: Skid Plate
PYT: Wheels: 18" Steel, Painted
QF6: Tires: LT275/70 R18 All Terrain, Blackwall
QT5: Tailgate Function--EZ Lift, Power Lock & Release
SNO: LPO - Gooseneck Hitch Completion Package
U1D: Trailering Information Application
UDD: Driver Info Display
UK3: Radio Controls -Steering Wheel
V46: Bumper, Front, Chrome
VJH: Bumper, Rear, Chrome Step
YM8: LPO Processing Option
Z71: Suspension Package: Off-Road
ZL6: Advanced Trailering Package

---

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GMPricing.com for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice.

© 2008 General Motors. All Rights Reserved.

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

Coverage Required		Limits
X	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
X	2. General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
__	3. XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	4. Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate.
___	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.
X	6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.	
X	7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

X 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

X 10. The Certificate of Insurance must state the project title.

___ 11. Other Insurance Requirements (State Below):

Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF Texas §

THE COUNTY OF Collin §

I, Thomas Bean, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other: _____.

X None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this 9 day of Dec, 2022

_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Thomas Bean, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this 9 day of Dec, 2022

Kittie Salisbury
Notary Public in and for the State of TX
My commission expires: 8-20-24

KITTIE SALISBURY
Notary Public, State of Texas
Comm Expires 08-20-2024
Notary ID 8721779

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

ELDORADO CHEVROLET

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Tom Bean — 12/6/22

Signature of vendor doing business with the governmental entity — Date

Exhibit A
Invitation to Bid

City of Sherman
PO Box 1106
Sherman, TX 75091-1106

Invitation to Bid

For

PURCHASE OF TWO NEW THREE-QUARTER TON AND TWO NEW HALF-TON TRUCKS

ITB No. 2023-05

Publication Dates: **Sunday January 8, 2023**
Sunday January 15, 2023

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CITY OF SHERMAN, TEXAS

FINANCE DEPARTMENT

INVITATION TO BID - BID NO. 2023-05; **PURCHASE OF TWO NEW THREE-QUARTER TON AND TWO NEW HALF-TON TRUCKS**

The enclosed **INVITATION TO BID** (ITB) and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **PURCHASE OF TWO NEW THREE-QUARTER TON AND TWO NEW HALF-TON TRUCKS** for the City of Sherman.

Questions may be addressed to the Finance Department at the address listed below. The bids will be opened at **2:00 p.m. on Tuesday, January 24, 2023,** at the following address:

City of Sherman – Finance Department
Municipal Building
405 N. Rusk Street
Sherman, TX
903-892-7215
craigl@cityofsherman.com

Bids may be submitted by mail to the following address:

City of Sherman
Finance Dept. – ITB for PURCHASE OF TWO NEW THREE-QUARTER TON AND TWO NEW HALF-TON TRUCKS - No. 2023-05

P.O. Box 1106
Sherman, TX 75091-1106

OR

Electronically at www.publicpurchase.com

OR

By delivery at the Municipal Building address listed above.

NOTICE TO BIDDERS

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Craig Long, Sherman Municipal Building, 405 N. Rusk, Sherman, Texas 75091 until the hour **2:00 PM on the 24th day of January, 2023,** at which time bids duly delivered and submitted will be considered for supplying the following:

BID NO. 2023-05 – PURCHASE OF TWO NEW THREE-QUARTER TON AND TWO NEW HALF-TON TRUCKS

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council at the following address:

City Council Chambers
City Hall
220 W. Mulberry
Sherman, TX

Each bid delivered to the City shall be sealed and clearly marked "PURCHASE OF TWO NEW THREE-QUARTER TON AND TWO NEW HALF-TON TRUCKS 2023-05" on the exterior of the bid. Electronic submittals may only be made through Public Purchase at https://www.publicpurchase.com. No email or faxed bids will be accepted. Each bid shall be **manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.**

Please note that all bids **must be received at the designated location or through Public Purchase by the deadline shown**. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for **2:00 p.m., Tuesday, January 24, 2023,** at which time the sealed bids will be opened.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Finance Department, the bidder shall be responsible for actual delivery of the bid before the advertised date and hour for opening of bids. If the mail is delayed by the postal service, courier service, or an ISP (Internet Service Provider), beyond the date and hour set for the bid opening, bids thus delayed will not be considered.

The City of Sherman will receive sealed bids for: **PURCHASE OF TWO NEW THREE-QUARTER TON AND TWO NEW HALF-TON TRUCKS.**

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict

between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sherman's interpretation shall govern.

Information concerning the bid specifications or bid process/procedures may be submitted in writing to Craig Long, Budget Analyst at craigl@cityofsherman.com, or via phone at (903) 892-7215.

Until the final awarding by the City of Sherman, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, and proceed otherwise when the best interests of said City will be realized hereby.

[Rest of Page Intentionally Left Blank]

CITY OF SHERMAN
GENERAL CONDITIONS

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to: www.ci.sherman.tx.us and to www.publicpurchase.com.

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

ASSIGNMENT OF BID/CONTRACT

The successful bidder may not assign their rights and duties under and award without the written consent of the City. Such consent shall not relieve the assignor of liability in event of default by their assignee.

BID CONSIDERATION / TABULATION

Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

BID SUBMISSION

Bids may be submitted in person, by mail, or electronically at www.publicpurchase.com.

- Submit bids via mail to PO Box 1106, Sherman, TX 75091-1106.
- To submit a bid via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- Bids will not be accepted without a signature.
- Bids submitted by email or fax will not be accepted.
- The City is not responsible for mail service. See page 4, paragraph 2 of the Notice to Bidders.

BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the City to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.**

CHANGES OR ALTERATIONS

No part of this bid may be changed/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request to this bid will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the City's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

TERMINATION

City is entitled to terminate this contract at any time for any reason or for no reason by giving the Contractor at least thirty (30) days' prior written notice of the termination date.

City is entitled to terminate this contract immediately on breach of any term or provision of the contract documents by Contractor. If at any time during the term of this contract the Contractor shall fail to commence the work in accordance with the provisions of the contract documents or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of the contract documents, then the City shall have the right to terminate this contract and complete the work in any manner it deems desirable, including engaging the services of other parties, if the Contractor does not cure any such default after five (5) days written notice thereof. Any such act by the City shall not be deemed a waiver of any other right or remedy of the City.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Sherman, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each bid. The city of Sherman considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Sherman, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to

provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INDEMNIFICATION

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers the vendor shall indemnify and save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The city of Sherman supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the city of Sherman. As such, the city of Sherman has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not

control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time. It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

PROVISIONAL CLAUSES

The city of Sherman will not enter into any contract where the cost is provisional upon such clauses as are known as "escalator" or "cost-plus" clauses.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Bids submitted via fax or email.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for

which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether or not the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

PROPOSAL DEFINITIONS:

"City" is the City of Sherman, Texas.
"Bidder" is an individual or business submitting a bid or proposal to the City of Sherman.
"Independent contractor" or "contractor" is one who contracts to perform work or furnish materials in accordance with a contract.

I. PROPOSAL TERMS

A. The City of Sherman reserves the right to reject any and all proposals received as a result of this ITB. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider. The City does not intend to award a contract fully on the basis of any response made to the proposal: the City reserves the right to consider proposals for modifications at any time before a contract would be awarded; and negotiations would be undertaken with the independent contractor whose proposal is deemed to best meet the City's specifications and needs.
B. Proposals must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
C. In the event it becomes necessary to revise any part of the ITB, addenda will be provided. The deadline for submission of proposals may be adjusted to allow for revisions. To be considered, the entire proposal document, with any amendments, should be returned by the specified date, time and method identified on page 3 of this document.
D. Proposals should be prepared simply and economically providing a straightforward, concise description of the independent contractor's ability to meet the requirements

of the ITB. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

E. The price quotations from the contractor stated in this proposal will not be subject to any price increase from the closing date of this ITB to the mutually agreed to date of contract.
F. The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire ITB.

[REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

SPECIFICATIONS

Trucks for the Parks Maintenance & Cemetery Maintenance Departments:

- Two (2) new three-quarter-ton trucks; Used will not be accepted
  - 4x4 models preferred, but, not required for bid submittal
  - Crew cab, extended cab, or quad cab models only
  - Exterior color: white is preferred, but, not required for bid submittal
  - Interior flooring: carpet will not be accepted
  - Make must be Chevy, Ford, Dodge, or GMC

- One (1) new half-ton truck; Used will not be accepted
  - 4x4 model preferred, but, not required for bid submittal
  - Crew cab, extended cab, or quad cab model only
  - Exterior color: white is preferred, but, not required for bid submittal
  - Interior flooring: carpet will not be accepted
  - Make must be Chevy, Ford, Dodge, or GMC

Truck for Engineering Department:

- One (1) new half-ton truck; Used will not be accepted
- 4x4 model preferred, but, not required for bid submittal
- Four-door (Quad) model only
- Exterior color: white is preferred, but, not required for bid submittal
- Make must be Chevy, Ford, Dodge, or GMC
- Additional specs required:

  **power side mirrors, rear backup camera, vinyl seats, rubber flooring, spray-in bed liner, automatic transmission, spare accessory switches, 40/20 split bench seat w/ center console, all-terrain tires.

BIDDERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Invitation to Bid. I also understand that if this bid is accepted by the City of Sherman that all of the terms and conditions, specifications, and requirements submitted in my bid and any additions, changes, or deletions made during negotiations will be made a part of this bid under a binding contract between my company and the City of Sherman, Texas. I also certify that this bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

___ Corporation (The bid MUST be signed by an Officer of the company)
___ Partnership (The bid MUST be signed by a General Partner)
___ Joint Venture (The bid MUST be signed by an Officer of the company)
___ Sole Proprietor (The bid MUST be signed by the Owner)

Company Name: _____

Address of Principal Place of Business:

_____

_____

Mailing Address (if different):

_____

_____

Phone: _____

Fax: _____

Email: _____

Authorized Representative: _____

Signature: _____

Date: _____

Acknowledgement of Addenda (if any): #1 ____ #2 ____ #3 ____

BID FORM

Bidder accepts all of the terms and conditions set forth in the Advertisement for Bid and the Bid Specification Package.

Total Price for Two (2) New Three-Quarter -Ton Trucks & One (1) New Half-Ton Truck for Parks/Cemetery Maintenance Departments INCLUDING all fees: ***$ _____***

Total Price for One (1) New Half-Ton Truck for Engineering Department INCLUDING all fees: ***$ _____***

Total Bid price (INCLUDING all fees) ***$ _____***

Signature of Bidder _____

Bidder (print name) _____

Contractor References

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

	Coverage Required	Limits
X	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
X	2. General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
__	3. XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	4. Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate.
__	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.
X	6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.	
X	7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title.

___ 11. Other Insurance Requirements (State Below):

Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:_____.

_____ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ___ day of _____, 202_.

_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 202_.

_____
Notary Public in and for the State of _____
My commission expires: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

TEXAS ETHICS FORM 1295 & VERIFICATION FORM 2270

NOTE: TEC Form 1295 will not be required for all submitting contractors, but, will be required from the recommended contractor prior to award. Verification Form 2270 is required with all proposal submittals. See next page for forms.

INSTRUCTIONS for
State Law Mandated Certificate of Interested Parties Form (Form 1295)

1. Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Sherman City Council must be accompanied by an original signature unsworn declaration, Certificate of Interested Parties, Form 1295.

2. Form 1295 must be completed in accordance with the TEC Rules: (https://www.ethics.state.tx.us/legal/ch46.html) and Section 2252.908 of the Texas Government Code, as amended: (http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB01295F.htm).

3. For questions or issues regarding the TEC rules and state law provisions and how Form 1295 should be completed, please consult with your own legal counsel.

4. In order to fill out and submit Form 1295, you will need to log in as directed on the TEC website: https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

   Tutorials for creating an account and for creating and submitting Form 1295 may also be found on this web page.

5. Please provide the bolded information exactly as it appears below when creating your certificate:

   Who is the contract with? Click the button for **Other**

   Governmental Entity

   Agency/Entity Name: **City of Sherman**

   Contract ID Number: **2023-05**

   Description of Goods and Services to be provided: **Purchase of Two New Three-Quarter-Ton and Two New Half-Ton Trucks**

6. All other fields as required or as applicable to the individual vendor must be completed as explained in the tutorial video.

7. Vendors must provide a signed, original signature copy of this form along with four signed, notarized, original signature copies of the contract no later than 14 days after Notice of Recommendation for Award is received. All documents shall be signed by an Officer, Director or other Authorized Agent of the company. If the individual signing as Authorized Agent is not an officer or director of the company, appropriate documentation must be included with these documents to confirm that the individual has the authority to bind the company contractually.

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,

2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name & Title: _____

Firm Name: _____

Date Signed: _____

NOTARIZATION

THE STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned notary public on this day personally appeared _____, on behalf of _____ (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the_____day of _____, 202__.

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF _____

The following definitions apply to Texas Government Code Section 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Addendum #1

Invitation to Bid – Purchase of Two New Three-Quarter Ton and Two New Half-Ton Trucks -- Bid No. 2023-05

Please see below for the revision to the internal flooring specs:

Trucks for the Parks Maintenance & Cemetery Maintenance Departments:

- Two (2) new three-quarter-ton trucks; Used will not be accepted
  - 4x4 models preferred, but, not required for bid submittal
  - Crew cab, extended cab, or quad cab models only
  - Exterior color: white is preferred, but, not required for bid submittal
  - Interior flooring: ~~carpet will not be accepted~~ Floor liners are acceptable.
  - Make must be Chevy, Ford, Dodge, or GMC

- One (1) new half-ton truck; Used will not be accepted
  - 4x4 model preferred, but, not required for bid submittal
  - Crew cab, extended cab, or quad cab model only
  - Exterior color: white is preferred, but, not required for bid submittal
  - Interior flooring: ~~carpet will not be accepted~~ Floor liners are acceptable.
  - Make must be Chevy, Ford, Dodge, or GMC

CITY OF SHERMAN
BID TABULATION
Invitation to Bid - Requirements for Purchase of Two New Three-Quarter-Ton Trucks and Two New Half-Ton Trucks
BID OPENING Tuesday, January 24, 2023; 2:00 PM

Vendor	Two (2) New Three-Quarter-Ton & One (1) New Half-Ton Truck -- Parks Maintenance Dept.	One (1) New Half-Ton Truck -- Engineering Dept.	Total Bid Price	NOTES
Bob Utter Ford	3/4-ton $66,210.00 3/4-ton $69,570.00 1/2-ton $44,000.00 (opt 1) 1/2-ton $54,400.00 (opt 2)	1/2-ton $52,985.00	$ 243,165.00	Option 1 for the 1/2-ton truck in Parks Maintenance is a 2WD. Specs listed 4x4 preferred, so "Total Bid Price" includes vendor's option 2.
El Dorado Chevrolet	3/4-ton $52,845.59 3/4-ton $52,845.59 1/2-ton $47,735.23 3/4-ton $52,695.29 (opt 2 - only 1 avail.)	1/2-ton $47,735.23	$ 201,161.64	** Option 2 not considered,as staff preferred identical 3/4-ton units.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 9.**

Meeting Date: 02/06/2023

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7032***

Authorizing the Purchase of a New Ford F-750 Dump Truck from Rush Truck Center for the Distribution Services Department Through BuyBoard

Issue:

To consider approval of a resolution to purchase a new Ford F-750 Dump Truck from the BuyBoard for use within the Distribution Services Department.

Background:

The requested purchase will replace vehicle 585, a 2001 GMC Dump Truck. This new Ford F-750 Dump Truck will be used in the daily operations of the Distribution Services Department.

Origination:

Department of Public Works

Financial Consideration:

The new Ford F-750 Dump Truck will be purchased from Rush Truck Center for $90,326.70 through BuyBoard. Funding for this purchase was appropriated in the fiscal year 2021-2022 Distribution Services Department Budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase a new Ford F-750 Dump Truck from Rush Truck Center through BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 7032
Rush Truck Services Ford F-750 Dump Truck
BuyBoard Agreement

RESOLUTION NO. 7032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW FORD F-750 DUMP TRUCK FROM RUSH TRUCK CENTER FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH 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 Rush Truck Center through BuyBoard a new Ford F-750 Dump Truck at a total price of Ninety Thousand Three Hundred Twenty Six Dollars and Seventy Cents ($90,326.70). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2021-2022 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 6th day of February 2023.

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

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE--BUYBOARD

Remit P.O.'s To: munisales@rushenterprises.com

Vendor	*RUSH TRUCK CENTER*	Date Prepared	*1/26/2023*
Contact for Vendor:	*COLTON KRUSE*	Phone	(830) 320-5219
End User:	*City of Sherman*		
End User Contact:	***Fleet Manager***	Phone/Fax	
Product Description:	***Ford F-750 Dump Truck***		

A: Base Price in Bid/Buyboard ID Number:	601-19	Series:	**F-750**	$ 39,350.00

B: Published Options(*Itemize Below*)

	DESCRIPTION	AMOUNT
Ford	F7A	$ 3,560.00
Ford	Voltmeter/Back Up Alarm/De-Rate to 25,999 GVWR	$ 330.00
Ford	Transmission PTO Provision/12k Front Axle	$ 820.00
Ford	102" Mirrors/Jump Start Stud/Body Builder Wiring	$ 315.00
Ford	Aux Switches-Synthetic Front Lube/Synthetic Rear Lube	$ 275.00
Ford	12K Front Suspension/1800 CCA Batteries-23k Rear Suspension	$ 595.00
Subtotal Column 1:	$ 5,895.00	

OPT #	DESCRIPTION	AMOUNT
Ford	Anti-Theft System-Remote Keyless Entry/Air Ride Driver	$ 755.00
Ford	Power Equipment Group/Daytime Running Lights	$ 495.00
RTC-0051	OEM+ Safety Analysis	$ 1,236.00
RTC-0050	Dump Body Prep	$ 3,901.00
RTC-0004	Dump Body	$ 20,829.00
RTC-1026	Lot Insurance/Floorplan Interest	$ 3,640.00
Subtotal Column 2:	$ 30,856.00	

Published Options added to Base Price(*Subtotal of "Col 1" & "Col 2"*)	$ 36,751.00

C: Subtotal of A + B	$ 76,101.00

D: Non Published Options

Ledwell Dump Body with Options	$ (1,154.00)				
Subtotal Column 1:	$ (1,154.00)	Subtotal Column 2:	$ -		

Unpublished Options added to Base price (*Subtotal "Col 1 + Col 2"*)	$ (1,154.00)

E: Contract Price Adjustment (*If any, explain here*)	
Ford Model Year Price Increase/GPC Reduction	$ 12,264.00

F: Total of C + D +/- E	$ 87,211.00

G: Quantity ordered	1	x	$ 87,211.00

H: BUYBOARD Administrative Fee	$ 400.00

I: Non-Equipment Charges & Credits (*I.e.: Ext. Warranty, Trade-In, Delivery, etc.*)

Freight	$ 2,715.70	x	1	$ 2,715.70		
		x	1	$ -		
						$ 2,715.70

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	$ 90,326.70

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT

RECEIVED JUL 15 '02

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 **F. 1.**

Meeting Date: 02/06/2023

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

**** REQUEST TO ADVERTISE***

Annual Purchase of Water Meters for the City of Sherman Automated Meter Reading System

Issue:

Approval of a request to advertise for the annual purchase of water meters for the City's Automated Meter Reading System

Background:

The City requests bids to establish a price agreement for the purchase of water meters ranging in sizes 5/8" to 2". Water meters must be compatible with the ITRON automated reading systems, MRVS and AMI.

Origination:

Utility Billing

Financial Consideration:

Funding for the purchase of water meters was approved in the fiscal year 2022-2023 budget. Advertising costs are estimated at $200.00.

Staff Recommendation:

It is recommended that the City Council approve the advertising related to the annual purchase of water meters.

Alternatives:

As may be directed by the City Council

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 2.**

Meeting Date: 02/06/2023

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

REQUEST TO ADVERTISE

Hickory Hill Offsite Water and Sanitary Sewer Project

Issue:

Requesting permission to advertise for bids the construction of the Hickory Hill Offsite Water and Sanitary Sewer Project as part of the mixed-use planned development (PD) known as Hickory Hill, being an approximate 150.434-acre residential development west of Carriage Estates Road in the City of Sherman, Texas

Background:

This project is part of the 2022-2023 Capital Improvement Program Budget. In June 2022 (Ordinance No. 6492), the City Council approved rezoning the property generally located in the 3400-4000 Blocks of West Lamberth Road, as a Planned Development District. The ultimate Planned Development is expected to offer a future mix of commercial, retail, office, entertainment, and residential opportunities, complemented with areas set aside as parks, waterways, and open space amenities. At the August 15, 2022 Regular City Council meeting, the City Council approved the Master Development Agreement for the construction of Public Facilities for the Planned Development known as Hickory Hill. The MDA lines out the responsibilities of the City and Sherman Hickory Hill, LLC in constructing infrastructure and other public improvements as part of the Hickory Hill development. Under the MDA, the City is responsible for funding half of certain major infrastructure (Lamberth Road from Carriage Estates to Friendship Road, Friendship Road - two lanes), funding all of the water line along Lamberth Road and off-site sewer to the southern boundary of this development, while Sherman Hickory Hill, LLC will be responsible for funding half of certain major infrastructure (Lamberth Road from Carriage Estates to Friendship Road and Friendship Road - two lanes) and constructing all other needed public infrastructure within the development.

Because of Texas procurement requirements, the City will be bidding and managing this project and will be receiving the developers' cost share prior to the construction contract execution.

This bid package includes only the offsite water lines and the sanitary sewer lines along Lamberth Rd and Friendship Road.

The City's Estimated Portion is estimated to be about $1.5 million. Sherman Hickory Hill's estimated portion is estimated to be about $1.1 million

Origination:

Engineering Department

Financial Consideration:

This project is estimated to cost approximately $2,600,000.00; funding for Sherman's portion of the costs will be available in the 2023 GTUA Open Market Budget. The cost of advertising is expected to be less than $500.00.

Staff Recommendation:

It is recommended that the City Council authorize the staff to advertise the project for bid.

Alternatives:

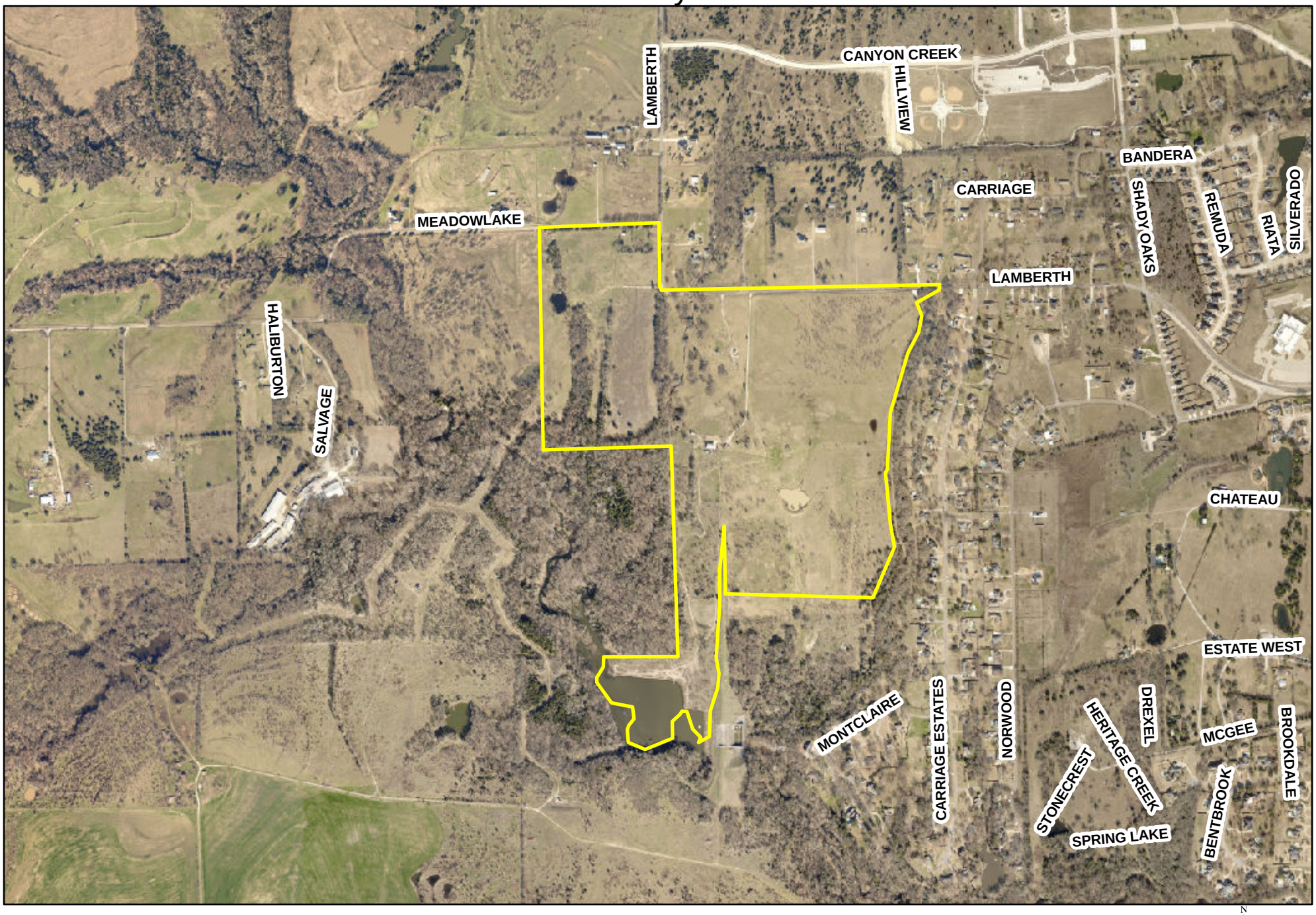
As may be directed by the City Council

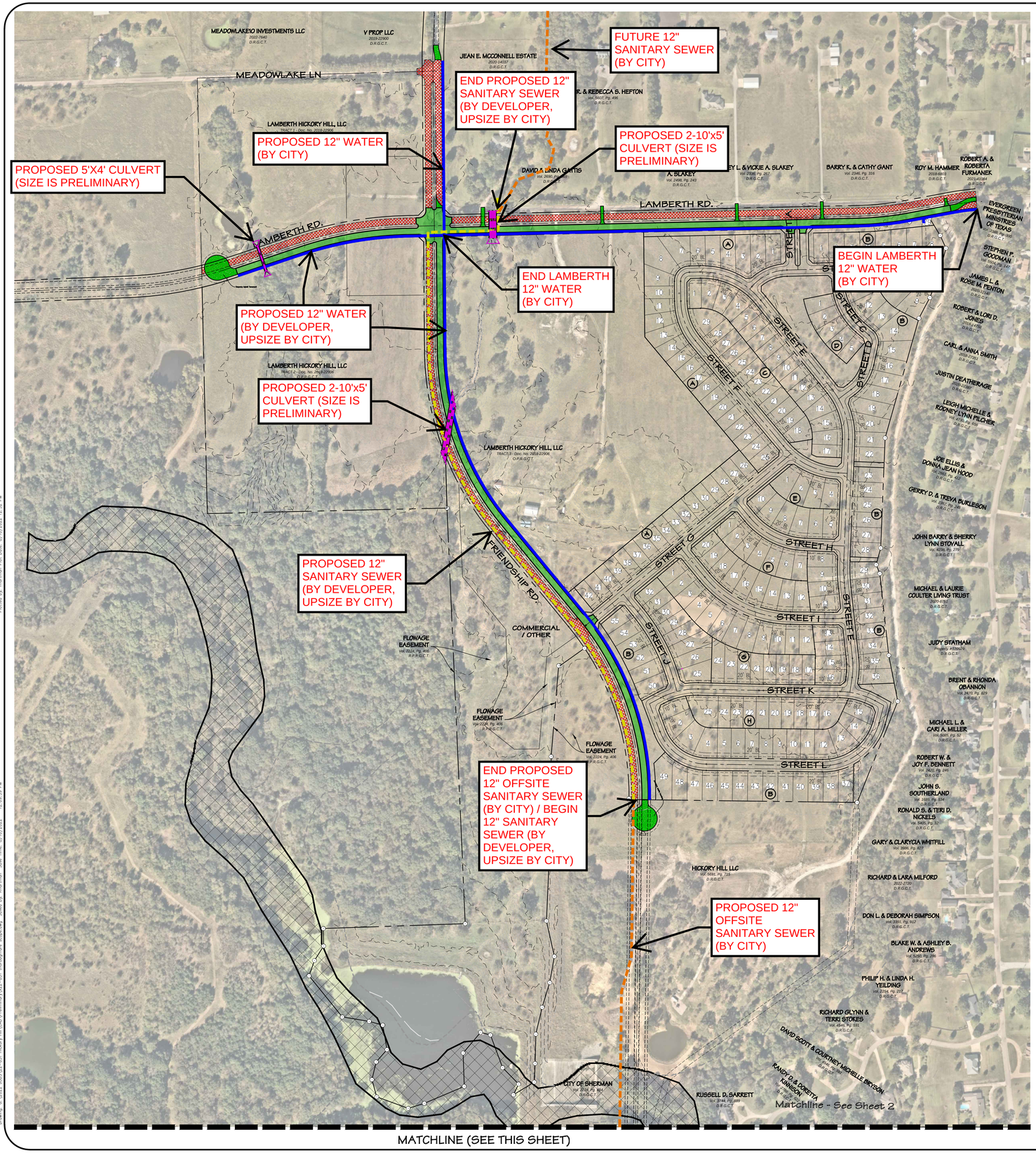
Attachments

Location Map

Exhibit A

Hickory Hill

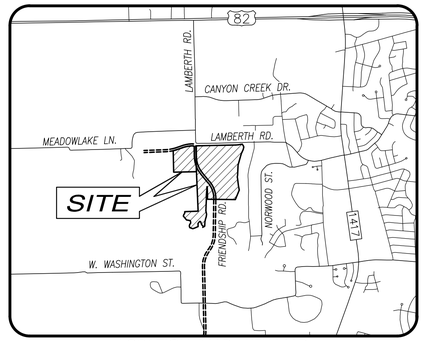




MATCHLINE (SEE THIS SHEET)

LEGEND

- PHASE 1 PAVEMENT TO BE CONSTRUCTED WITH INITIAL DEVELOPEMENT
- TEMPORARY TRANSITIONAL PAVEMENT FROM PROPOSED TO EXISTING CONDITIONS.
- PHASE 2 PAVEMENT TO BE INCLUDED IN DESIGN SCOPE AND CONSTRUCTED IN THE FUTURE.



LOCATION MAP / KEY MAP
N.T.S.

MATCHLINE (SEE THIS SHEET)

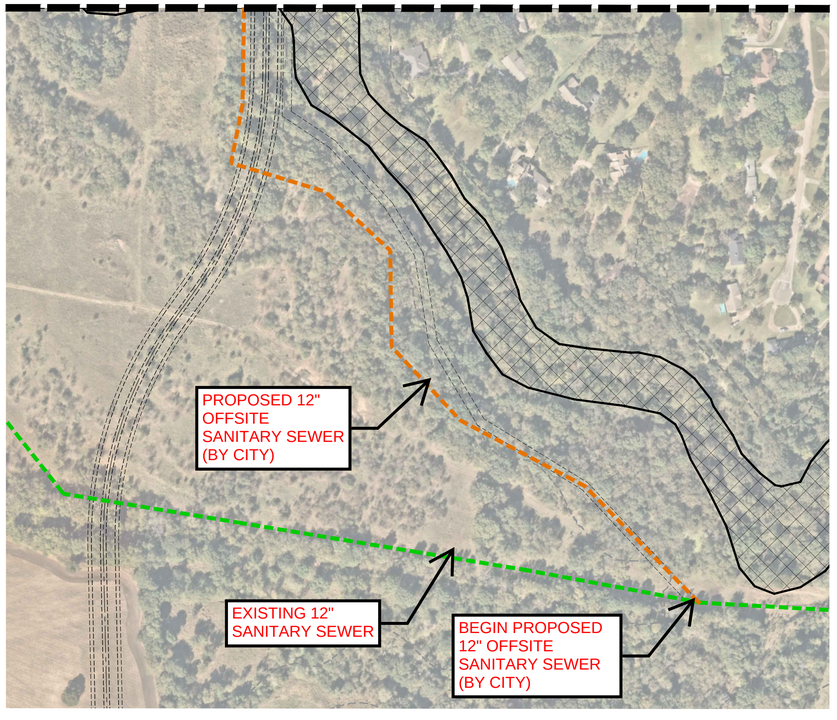


EXHIBIT A
HICKORY HILL
PUBLIC INFRASTRUCTURE

Plotted By: Andrew Pitt Date: 8/10/2022 12:52 PM
Drawing: G:\2022_JOBS\22-051 Hickory Hill\CAD\Preliminary\22-051 Hickoryoffsite scope.dwg Saved By: Andrew Save Time: 8/10/2022 12:09:39 PM

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 1.**

Meeting Date: 02/06/2023
Prepared By: Tom Pruitt, Utility Engineer
Approved By: Robby Hefton, City Manager

Caption:

CHANGE ORDER NO. 1
Ida Road Ground Storage Tank Rehabilitation; O&J Coatings, Inc.; $198,000.00 Increase

Issue:

Change Order No. 1 with O&J Coatings for the Ida Road Ground Storage Tank Rehabilitation. The pump and motors were pulled for bearing replacement and the pumps were found to be in need of replacement. This change order addition will provide for replacement of three high service pumps at the Ida Road Pump Station site. The pumps have been in service for over 30 years. All three will have new pump sections but the motors will be rehabilitated.

Background:

The original project was for repainting inside and outside of the 5-million gallon Ida Road Ground Storage Tank, painting the Sherman logo on the Harrison Elevated Storage Tank with new fall protection ladder, valve replacements at the Ida Road pump station site, pump bearing replacements, repainting of miscellaneous exposed piping fixtures, and all necessary cleanup. Upon removing the existing pumps for bearing replacement, it was determined that the pumps were in need of replacement also, initiating this change for additional work. O&J will be using Weisinger Well Repair for this additional scope of work.

Origination:

Engineering Department

Financial Consideration:

This change order will be funded in part from the American Rescue Plan Act (ARPA); also known as Covid-19 Stimulus Package,

Staff Recommendation:

It is recommended that Change Order No. 1 for the Ida Road Ground Storage Tank Rehabilitation for the replacement of three high service pumps be approved.

Alternatives:

As may be directed by City Council

Attachments

Change Order No.1

Location Map

Change Order

Date of Issuance: February 6, 2023 No. 1

Project: Ida Road Ground Storage Tank Rehabilitation	Project No.: PW #1468-U
Owner: City of Sherman	Date of Contract: March 21, 2022
Contractor: O&J Coatings, Inc.	

The Contract Documents are modified as follows upon execution of this Change Order:

Bid Item #	Quantity	Unit	Description	Unit Cost	Total Cost
CO#1_1	3	EA	Remove and replace existing vertical turbine pump, complete, installed, tested, cleaned up, including bonds, warranties, painting, and all necessary work.	$66,000	$198,000
				Total Change Order #1	$198,000.00

Justification:

Upon detailed examination, the existing high service pumps were also in need of major rehabilitation.

Costs include pump and motor replacements.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$983,000.00

Increase from previously approved Change Orders No. 0 to No. 0:

$0

Contract Price prior to this Change Order:

$983,000.00

Increase of this Change Order:

$198,000.00

Contract Price incorporating this Change Order:

$1,181,000.00

CHANGE IN CONTRACT TIMES:

Original Contract Times:
Substantial completion days: 235
Substantial completion date: January 15, 2023

Increase from previously Change Orders No. 0 to No. 0:
Substantial completion days: 235
Substantial completion date: January 15, 2023

Contract Times prior to this Change Order:
Substantial completion days: 235
Substantial completion date: January 15, 2023

Increase of this Change Order:
Substantial completion days: 90
Substantial completion date: April 15, 2023

Contract Times with all approved Change Orders:
Substantial completion days: 325
Substantial completion date: April 15, 2023

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 1/26/2023	Date:	Date: 1/26/2023

Sherman
CLASSIC TOWN, BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 1.**

Meeting Date: 02/06/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Replat of Plyler Addition, being part of Hilliard Jennings Survey, Abstract No. 639, and part of Samuel M. McGlothlen Survey, Abstract No. 811, and being part of Lots 4, 5, and 6, Block 2, Redick Addition, consisting of 8.972 acres, and currently zoned C-2 (General Commercial) District and M-1 (Light Manufacturing) District; David Plyler, Lloyd Plyler Construction, LLC, Owner and Underwood Drafting & Surveying, Inc, Surveyor (3505 Texoma Parkway and 3512-3702 Frisco Road)

Issue:

To consider Replat of Plyler Addition, being part of Hilliard Jennings Survey, Abstract No. 639, and part of Samuel M. McGlothlen Survey, Abstract No. 811, and being part of Lots 4, 5, and 6, Block 2, Redick Addition, consisting of 8.972 acres, and currently zoned C-2 (General Commercial) District and M-1 (Light Manufacturing) District; David Plyler, Lloyd Plyler Construction, LLC, Owner and Underwood Drafting & Surveying, Inc, Surveyor (3505 Texoma Parkway and 3512-3702 Frisco Road)

Background:

The property is located at 3505 Texoma Parkway and 3512-3702 Frisco Road between Texoma Parkway and Frisco Road and is zoned C-2 (General Commercial) District and M-1 (Light Manufacturing) District. The owner would like to plat the property into one lot for commercial development.

Origination:

David Plyler, Lloyd Plyler Construction, LLC (Owner)
Underwood Drafting and Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

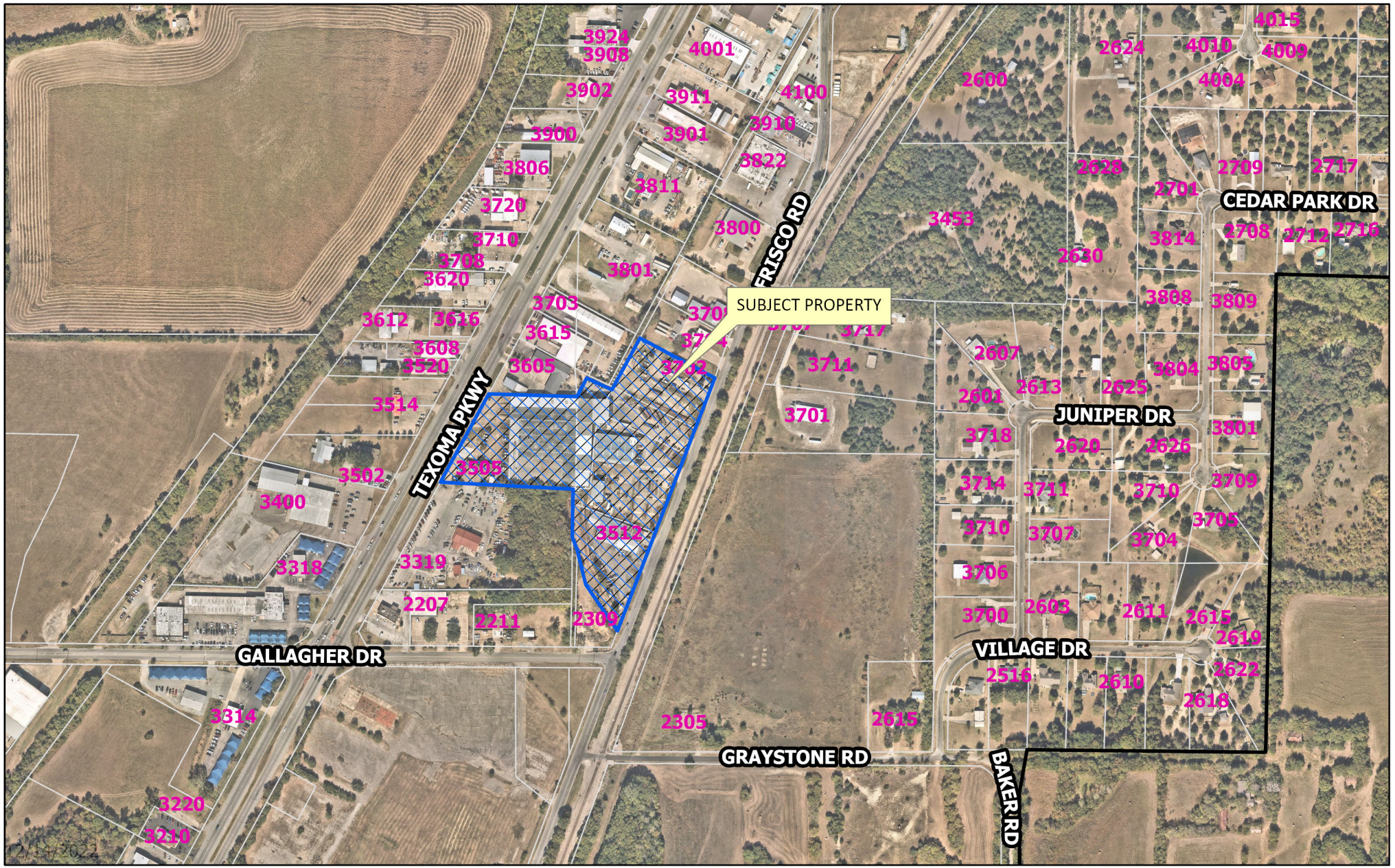
At the January 10, 2023 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Replat
Staff Review Letter
P & Z Communication



dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

3505 Texoma Parkway 3512 Frisco
Plyler Addition Replat

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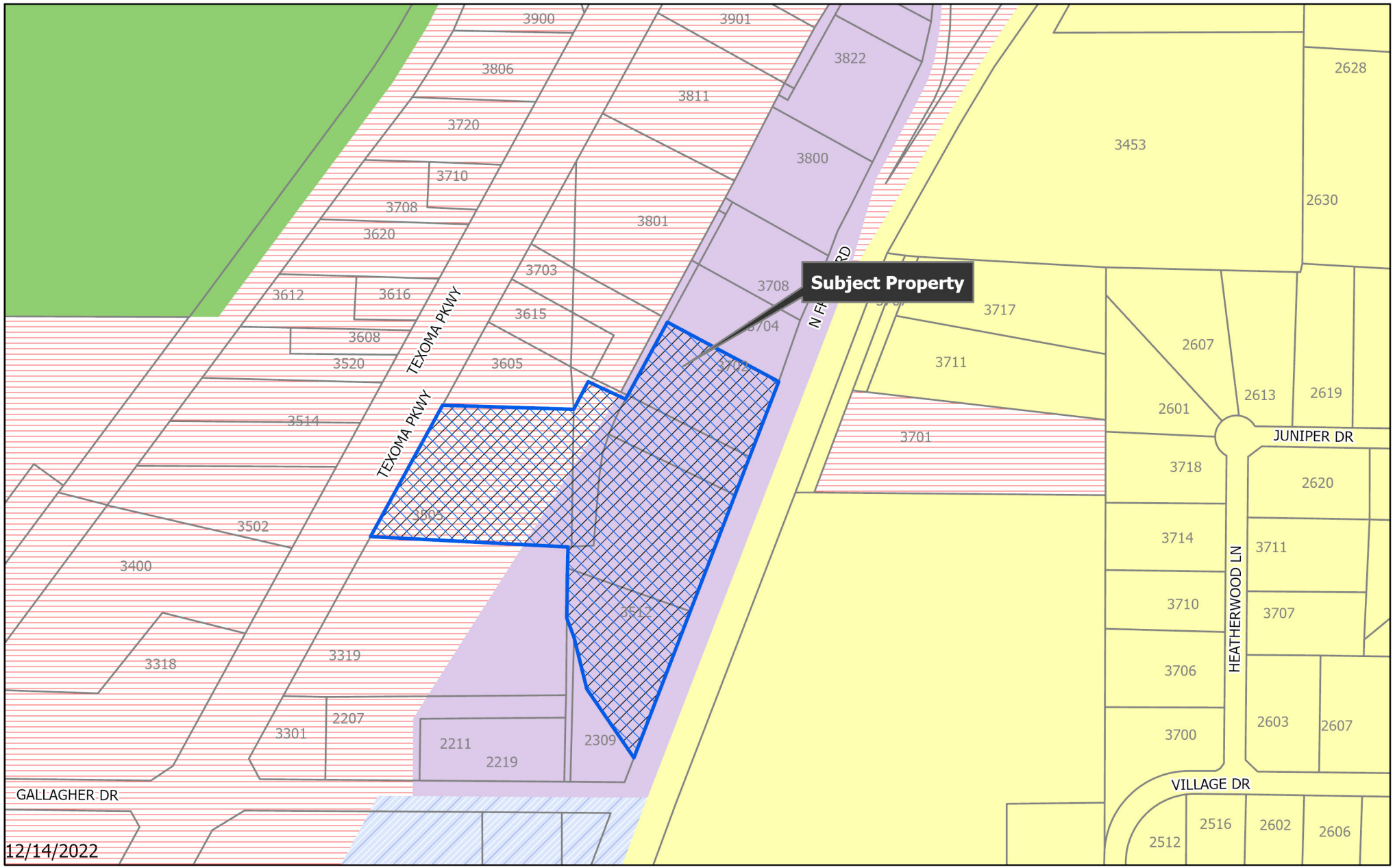

BIP Blalock Industrial Park
C-1 Retail Business District
C-2 General Commercial District
CO Office District
Lakes
M-1 Light Manufacturing District
M-1.5 Medium Manufacturing District
M-2 Heavy Manufacturing District
MH Manufacturing Housing Distgrict
R-1 One Family Residential District
R-2 Multi-Family Residential District
R-A Single Family Agricultural District
SF-1 Single Family Residential District
PD Planned Development
Subject Locations
Parcels
City Limits

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
Zoning Location Map

3505 Texoma Parkway 3512 Frisco
Plyler Addition Replat

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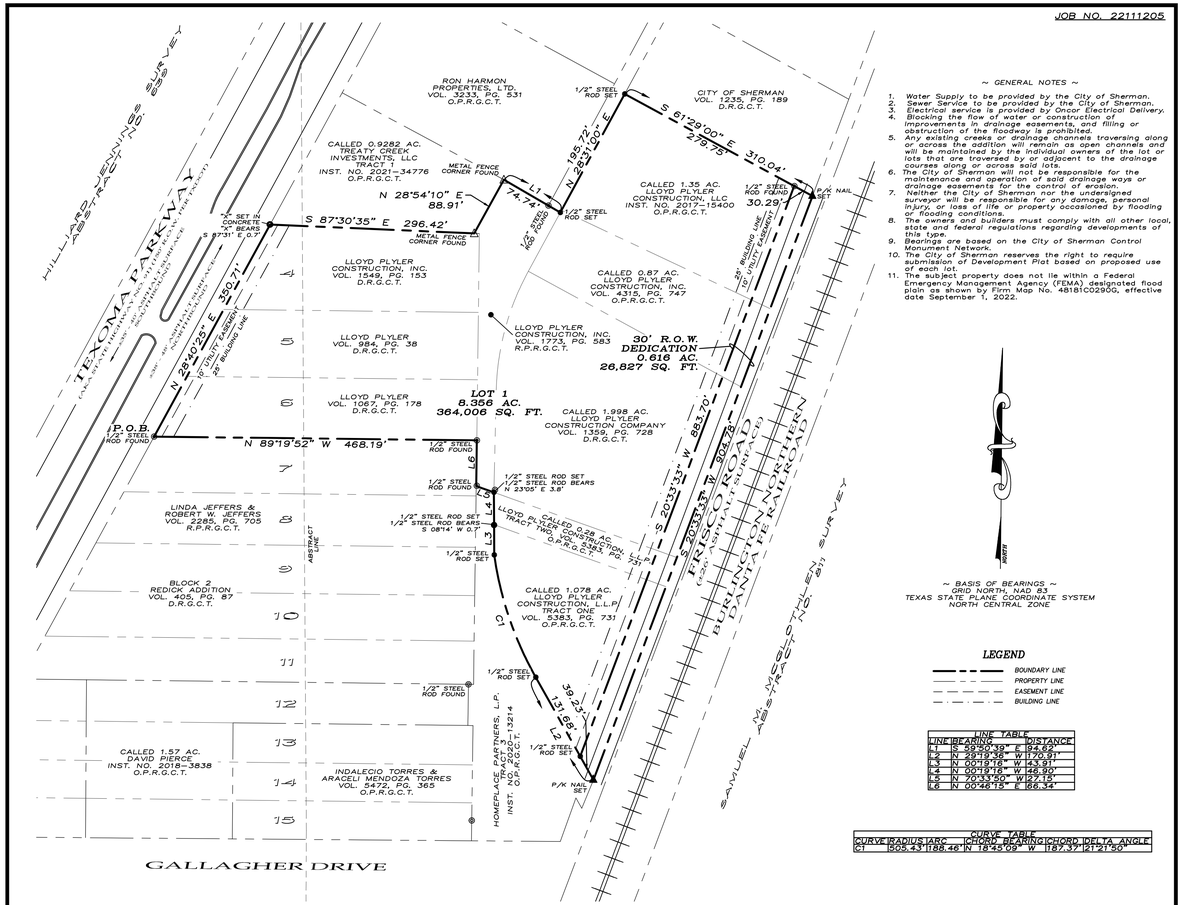
Date: 12/14/2022 4:30 PM

JOB NO. 22111205


HILLIARD JENNINGS SURVEY ABSTRACT NO. 639
TEXOMA PARKWAY
(AKA STATE HIGHWAY NO. 91)
RON HARMON PROPERTIES, LTD. VOL. 3233, PG. 531 O.P.R.G.C.T.
CITY OF SHERMAN VOL. 1235, PG. 189 D.R.G.C.T.
CALLED 0.9282 AC. TREATY CREEK INVESTMENTS, LLC TRACT 1 INST. NO. 2021-34776 O.P.R.G.C.T.
CALLED 1.35 AC. LLOYD PLYLER CONSTRUCTION, LLC INST. NO. 2017-15400 O.P.R.G.C.T.
CALLED 0.87 AC. LLOYD PLYLER CONSTRUCTION, INC. VOL. 4315, PG. 747 O.P.R.G.C.T.
LLOYD PLYLER CONSTRUCTION, INC. VOL. 1549, PG. 153 D.R.G.C.T.
LLOYD PLYLER CONSTRUCTION, INC. VOL. 1773, PG. 583 R.P.R.G.C.T.
LLOYD PLYLER VOL. 984, PG. 38 D.R.G.C.T.
LLOYD PLYLER CONSTRUCTION COMPANY VOL. 1359, PG. 728 D.R.G.C.T.
LLOYD PLYLER VOL. 1067, PG. 178 D.R.G.C.T.
CALLED 1.998 AC. LLOYD PLYLER CONSTRUCTION COMPANY VOL. 1359, PG. 728 D.R.G.C.T.
LOT 1 8.356 AC. 364,006 SQ. FT.
30' R.O.W. DEDICATION 0.616 AC. 26,827 SQ. FT.
P.O.B. 1/2" STEEL ROD FOUND
N 89°19'52" W 468.19'
N 28°40'25" E 350.71'
S 87°30'35" E 296.42'
N 28°54'10" E 88.91'
S 59°50'39" E 74.74'
N 28°31'00" E 195.72'
S 61°29'00" E 279.75'
S 20°33'33" W 904.78'
S 20°33'33" W 883.70'
FRISCO ROAD
CITY ASHTABULA SUBDIVISION
BURLINGTON NORTHERN SANTA FE RAILROAD
SAMUEL MCGLOTHLIN SURVEY
BLOCK 2 REDICK ADDITION VOL. 405, PG. 87 D.R.G.C.T.
LINDA JEFFERS & ROBERT W. JEFFERS VOL. 2285, PG. 705 R.P.R.G.C.T.
CALLED 0.28 AC. LLOYD PLYLER CONSTRUCTION, INC. VOL. 5383, PG. 731 O.P.R.G.C.T.
CALLED 1.078 AC. LLOYD PLYLER CONSTRUCTION, L.L.P. TRACT ONE VOL. 5383, PG. 731 O.P.R.G.C.T.
HOMEPLACE PARTNERS, L.P. INST. NO. 2020-13214
CALLED 1.57 AC. DAVID PIERCE INST. NO. 2018-3838 O.P.R.G.C.T.
INDALECIO TORRES & ARACELI MENDOZA TORRES VOL. 5472, PG. 365 O.P.R.G.C.T.
GALLAGHER DRIVE
1/2" STEEL ROD FOUND
1/2" STEEL ROD SET
1/2" STEEL ROD SET 1/2" STEEL ROD BEARS N 23°05' E 3.8'
1/2" STEEL ROD SET 1/2" STEEL ROD BEARS S 08°14' W 0.7'
P/K NAIL SET
METAL FENCE CORNER FOUND
"+" SET IN CONCRETE "X" BEARS S 87°31' E 0.7'
1/2" STEEL ROD FOUND 0.5' DEEP
1/2" STEEL ROD FOUND 0.4' DEEP
1/2" STEEL ROD FOUND 0.3' DEEP
P/K NAIL FOUND
1/2" STEEL ROD FOUND 0.2' DEEP
1/2" STEEL ROD FOUND 0.1' DEEP
1/2" STEEL ROD FOUND 0.6' DEEP
1/2" STEEL ROD FOUND 0.7' DEEP
1/2" STEEL ROD FOUND 0.8' DEEP
1/2" STEEL ROD FOUND 0.9' DEEP
1/2" STEEL ROD FOUND 1.0' DEEP
1/2" STEEL ROD FOUND 1.1' DEEP
1/2" STEEL ROD FOUND

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

January 3, 2023

Lloyd Plyler Construction, LLC
P.O. Box 2406
Sherman, TX 75091-2406

Underwood Drafting & Surveying
3404 Interurban Road
Denison, TX 75021

Dear Applicants,

The request for approval of the Final Plat of Plyler Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, January 10, 2023 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. The width of the right-of-way for Frisco Road shall be shown on the plat. If no ROW is documented, existing ROW shall be determined by found monuments and shown on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
3. Additional Dedication of Right of Way on Frisco Road may be required upon verification of existing ROW. City of Sherman Requires a total of 60' ROW from railroad right of way. *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*
4. Dedicate a 15' Utility Easement along Texoma Parkway. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
5. Dedicate a 10' Utility Easement along Frisco Road. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
6. Add zip code to address blocks on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
7. Remove building line from plat. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
8. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.

9. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
10. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. 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
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 7.

Meeting Date: 01/10/2023

Prepared by: Lauren Marlow, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

* **3505 TEXOMA PARKWAY AND 3512-3702 FRISCO ROAD**

The request of David Plyler, Lloyd Plyler Construction, LLC (Owner) and Underwood Drafting and Surveying, Inc. (Surveyor) concerning the property located at 3505 Texoma Parkway and 3512-3702 Frisco Road, being part of Hilliard Jennings Survey, Abstract No. 639, and part of Samuel M. McGlothlen Survey, Abstract No. 811, and being part of Lots 4, 5, and 6, Block 2, Redick Addition, consisting of 8.972 acres, and currently zoned C-2 (General Commercial) District and M-1 (Light Manufacturing) District, as follows:

Planning and Zoning Commission

Replat of Plyler Addition.

Background:

The property is located at 3505 Texoma Parkway and 3512-3702 Frisco Road between Texoma Parkway and Frisco Road and is zoned C-2 (General Commercial) District and M-1 (Light Manufacturing) District. The owner would like to plat the property into one lot for commercial development.

Adjacent Zoning:

C-2 (General Commercial) District
M-1 (Light Manufacturing) District

Origination:

David Plyler, Lloyd Plyler Construction, LLC (Owner)
Underwood Drafting and Surveying, Inc. (Surveyor)

Master Plan Designation:

Not Applicable.

Number of notices mailed:

Not Required.

Objections Received:
0

Development Review Meeting:
No

Attachments

Location Map
Zoning Map
Replat
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 2.**

Meeting Date: 02/06/2023
Prepared By: Mary Lawrence, Director of Finance
Approved By: Robby Hefton, City Manager

Caption:

**** OTHER BUSINESS***

Approve Quarterly Investment Report for Quarter Ended December 31, 2022

Issue:

To approve the Investment Report for the quarterly period ended December 31, 2022

Background:

These reports are being presented in accordance with the state law that requires at least a quarterly presentation to the Council. A separate report is included for the debt proceeds as required by the Investment Policy. The reports were given to the Investment Committee prior to submittal to the Council.

The total operating portfolio book value of about $29.1 million increased by about $900,000 from the previous quarter due to purchases of $2.0 million in U.S. Agency Securities, $0.5 million in deposits in an FDIC Insured Investment Account combined with withdrawals of $1.6 million from the Local Government Investment Pools. The underlying investments were adequately diversified among six different types of securities. The portfolio's weighted-average maturity of 397 days increased from 382 days last quarter. The portfolio yield of 2.44% was 232 basis points below our benchmark 1-year Constant Maturity Treasury Index. Book value slightly exceeds market value ($0.7 million) due to an increase in market interest rates.

The debt proceeds portfolio balance of $16.5 million had decreased by about $5.7 million due to payments for capital projects. The portfolio includes a Local Government Investment Pool, an FDIC insured investment account and U.S. Agencies. The portfolio's weighted-average maturity of 80 days increased from 68 days last quarter. The portfolio yield of 2.99% was 113 basis points below the benchmark yield for this portfolio, the 4-week Constant Maturity Index of 4.12%. Book value approximated market value.

Origination:

Finance Department

Financial Consideration:

None

Staff Recommendation:

It is recommended that the Council accept the Investment Report as presented.

Alternatives:

The Council could offer suggestions for improvement or could request more frequent reporting.

Attachments

2022-12-31 Investment Reports

Sherman
CLASSIC TOWN. BROAD HORIZON.

memorandum

DATE: Thursday, January 19, 2023

TO: The City of Sherman Investment Committee
Councilman Juston Dobbs
Deputy Mayor Pam Howeth
Robby Hefton, City Manager

FROM: Mary Lawrence, Director of Finance ml

SUBJECT: Investment Reports for the Quarter Ended December 31, 2022

Enclosed is a copy of the quarterly investment reports for December 31, 2022. As of that date, the City followed all applicable state laws and internal policies for the portfolio.

The total operating portfolio book value of about $29.1 million increased by about $900,000 from the previous quarter due to purchases of $2.0 million in U.S. Agency Securities, $0.5 million in deposits in an FDIC Insured Investment Account combined with withdrawals of $1.6 million from the Local Government Investment Pools. The underlying investments were adequately diversified among six different types of securities. The portfolio's weighted-average maturity of 397 days increased from 382 days last quarter. The portfolio yield of 2.44% was 232 basis points below our benchmark 1-year Constant Maturity Treasury Index. Book value slightly exceeds market value ($0.7 million) due to an increase in market interest rates.

The debt proceeds portfolio balance of $16.5 million had decreased by about $5.7 million due to payments for capital projects. The portfolio includes a Local Government Investment Pool, an FDIC insured investment account and U.S. Agencies. The portfolio's weighted-average maturity of 80 days increased from 68 days last quarter. The portfolio yield of 2.99% was 113 basis points below the benchmark yield for this portfolio, the 4-week Constant Maturity Index of 4.12%. Book value approximated market value.

The investment reports will be on the February 6, 2023, City Council agenda for their review and approval. Please call me if you have any questions about this item.

attachment (as stated above)

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TEXAS
INVESTMENT PORTFOLIO SUMMARY
For the Quarter Ending December 31, 2022

Total Portfolio Summary

	Current Quarter 12/31/2022	Prior Quarter 9/30/2022	Change From Prior Quarter
Book Value	$ 29,135,489	$ 28,239,437	$ 896,052
Market Value	$ 28,426,395	$ 27,466,146	$ 960,249
Weighted Average Maturity - Days	397	382	15
Weighted Average Yield	2.44%	1.53%	0.91%
Earned Income	$ 143,845	$ 93,077	$ 50,768
Earned Income - Year-to-Date	$ 143,845	$ 185,329	$ (41,484)

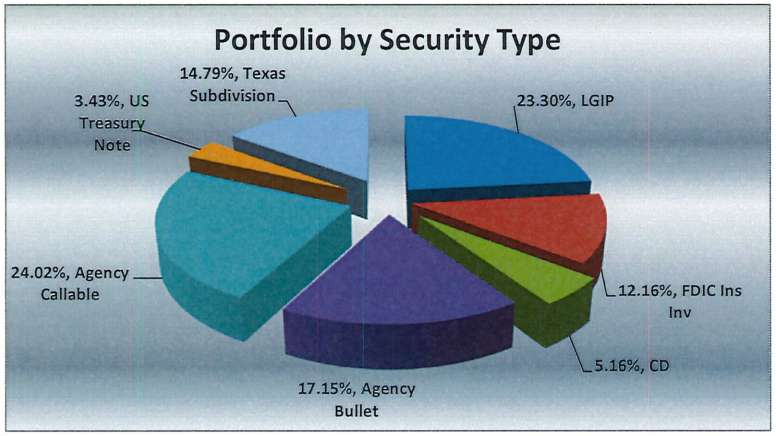
This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

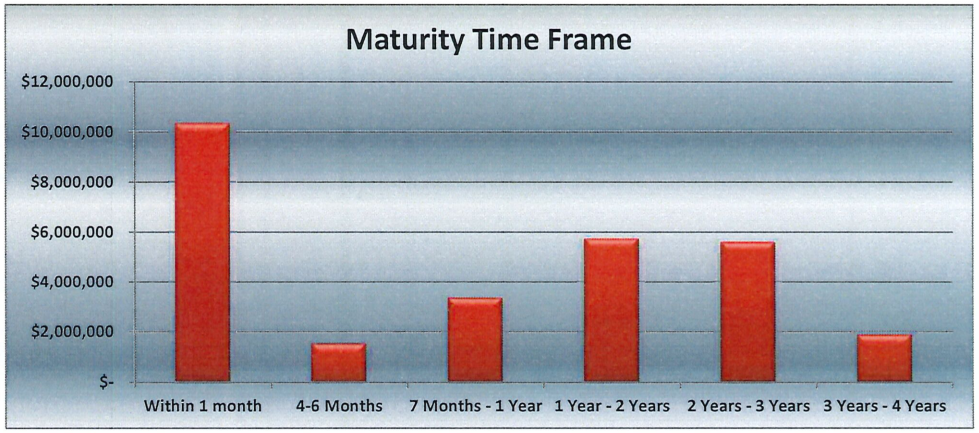
As of December 31, 2022, the City's portfolio had a book value of $29.1 million and a market value of $28.4 million. Of this amount, approximately $6.8 million was held in Local Government Investment Pools (LGIP), $3.5 million was held in an FDIC Insured Investment Account, $1.5 million was held in Certificates of Deposit (CD), $12.0 million was held in U.S. Agency Securities, $1.0 million was held in U.S. Treasury Notes and $4.3 million was held in State of Texas political subdivision obligations.

The portfolio value increased by $0.9 million from the previous quarter due to purchases of $2.0 million in US Agency Securities and $0.5 million into FDIC Insured Investment Accounts. Withdrawals included $1.6 million from Local Government Investment Pools.

The weighted average yield of the portfolio was 2.44%, which is 232 basis points less than the 1-year Constant Maturity Treasury Index of 4.76%, and 91 basis points above the previous quarter.

The weighted average maturity of the portfolio increased from 382 days at September 30, 2022, to 397 days at December 31, 2022.





Mary Lawrence

Mary Lawrence, Finance Director and City of Sherman Investment Officer

Jana Walker

Jana Walker, Controller and City of Sherman Investment Officer

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Investments Outstanding
As of 12/31/2022

CUSIP	Settlement Date	Security Type	Security Description	CPN Rate	Maturity Date	Credit Rating	Par Value	Purchase Price	Original Cost	Book Value	Market Price	Market Value	Days to Maturity	YTM
TexPool		LGIP	TexPool		1/1/2023	AAAm	$ 2,545,882	100.00	$ 2,545,882	$ 2,545,882	100.00	$ 2,545,882	1	3.51%
TexStar		LGIP	TexSTAR		1/1/2023	AAAm	112,895	100.00	112,895	112,895	100.00	112,895	1	3.46%
TexPool ARPA		LGIP	TexPool ARPA		1/1/2023	AAAm	4,130,120	100.00	4,130,120	4,130,120	100.00	4,130,120	1	3.51%
Landing Rock		FDIC Ins Inv	Landing Rock		1/1/2023		3,542,116	100.00	3,542,116	3,542,116	100.00	3,542,116	1	3.18%
CD 197831662	12/13/22	CD	Simmons Bank	3.50%	6/13/2023		1,503,386	100.00	1,503,386	1,503,386	100.00	1,503,386	164	3.50%
977810JU5	01/05/21	Texas Subdivision	City of Wolfforth TX GO	4.00%	2/15/2023	AA-	250,000	107.58	268,955	251,122	100.10	250,255	46	0.39%
498730AX8	03/09/21	Texas Subdivision	Klondike TX ISD GO	1.00%	2/15/2023	AAA	360,000	101.74	366,253	360,404	99.66	358,784	46	0.10%
639285PW9	02/10/22	Texas Subdivision	Navarro ISD GO	5.00%	2/15/2023	AAA	200,000	104.60	209,198	201,134	100.22	200,449	46	0.46%
3130ASPB9	07/28/22	Agency Callable	FHLB	3.10%	7/28/2023	AA+	1,000,000	99.98	999,750	999,856	99.14	991,361	209	3.13%
448474TM8	12/17/20	Texas Subdivision	City of Hutto, TX Ref Series B	2.00%	8/1/2023	AA	400,000	104.17	416,676	403,710	98.58	394,327	213	0.40%
340405MW6	12/22/20	Texas Subdivision	City of Floresville TX Elec Light Ref	4.00%	8/15/2023	A+	525,000	109.30	573,841	536,531	100.51	527,668	227	0.46%
413946PC2	06/25/20	Texas Subdivision	Harris Cnty TX MUD #278 Ref	4.00%	9/1/2023	AA	420,000	108.17	457,439	427,906	100.58	422,444	244	1.14%
02301EED9	06/16/21	Texas Subdivision	Amarillo Potter TX	4.00%	11/15/2023	AA+	445,000	108.73	483,826	459,073	100.86	448,832	319	0.37%
3134GXXQ2	07/19/22	Agency Callable	Freddie Mac	2.25%	12/28/2023	AA+	500,000	99.42	497,725	498,003	98.66	493,315	362	3.39%
9128CBM2	02/22/21	US Treasury Note	US Treasury Note B Class	0.13%	2/15/2024	AA+	1,000,000	99.76	997,578	999,104	95.03	950,313	411	0.21%
3133EMVD1	04/05/21	Agency Callable	FFCB	0.33%	4/5/2024	AA+	1,000,000	100.00	1,000,000	1,000,000	94.35	943,474	461	0.33%
3130ARPN5	04/26/22	Agency Bullet	FHLB	2.61%	4/26/2024	AA+	1,000,000	100.00	1,000,000	1,000,000	96.97	969,733	482	2.61%
3130AMLM2	06/07/21	Agency Callable	FHLB	0.38%	6/7/2024	AA+	500,000	100.00	500,000	500,000	93.71	468,563	524	0.38%
811275HB5	11/23/21	Texas Subdivision	Scurry Rosser TX ISD	3.00%	8/15/2024	Aa3	205,000	106.91	219,155	213,433	100.02	205,043	593	0.45%
3136G43H4	03/29/21	Agency Callable	FHLB	0.40%	9/16/2024	AA+	1,000,000	99.850	998,500	999,259	92.82	928,230	625	0.44%
3130APNE1	11/18/21	Agency Callable	FHLB	0.90%	11/18/2024	AA+	1,000,000	100.000	1,000,000	1,000,000	92.75	927,530	688	0.90%
386166JC7	02/24/22	Texas Subdivision	Grand Praire TX TXbl Ref	3.00%	1/1/2025	AA	310,000	103.887	322,050	318,448	96.45	298,985	732	1.60%
983064YX8	03/11/21	Texas Subdivision	City of Wylie, TX GO	3.00%	2/15/2025	AA	250,000	110.740	276,852	264,528	100.48	251,195	777	0.25%
3133ENPY0-A	02/25/22	Agency Bullet	FFCB	1.75%	2/25/2025	AA+	1,000,000	99.966	999,660	999,756	94.63	946,336	787	1.76%
3133ENPY0-B	03/11/22	Agency Bullet	FFCB	1.75%	2/25/2025	AA+	1,000,000	99.513	995,913	997,237	94.40	943,952	787	1.92%
3130ARCN9	03/29/22	Agency Callable	FHLB	2.00%	9/29/2025	AA+	1,000,000	100.000	1,000,000	1,000,000	93.45	934,495	1,003	2.00%
3134GX3U6	10/24/22	Agency Bullet	Freddie Mac	5.15%	10/24/2025	AA+	1,000,000	100.000	1,000,000	1,000,000	99.77	997,740	1,028	5.15%
3130AUBX1	12/29/22	Agency Bullet	FFCB	5.00%	12/29/2025	AA+	1,000,000	100.000	1,000,000	1,000,000	99.82	998,244	1,094	5.00%
79625GFC2	04/13/22	Texas Subdivision	San Antonio Tx Elec & Gas TXBl	3.15%	2/1/2026	AA+	350,000	100.000	350,000	350,000	94.63	331,212	1,128	3.15%
232769JW0	09/02/22	Texas Subdivision	Cypress-Fairbanks TX Ind Sch	5.00%	2/15/2026	AA+	500,000	104.770	523,031	521,586	101.21	506,028	1,142	3.52%
3130AMMJ8	06/06/21	Agency Callable	FHLB	0.40%	6/9/2026	AA+	1,000,000	100.000	1,000,000	1,000,000	90.35	903,489	1,256	0.40%
Total							**$ 29,049,399**		**$ 29,290,801**	**$ 29,135,489**		**$ 28,426,395**		

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Market Value Summary
As of 12/31/2022

CUSIP	Settle Date	Security Description	Maturity Date	Market Value 9/30/2022	Change in Market Value	Market Value 12/31/2022
TexPool		TexPool		$ 3,529,270	$ (983,388)	$ 2,545,882
TexStar		TexStar		111,917	978	112,895
Landing Rock		Landing Rock		3,019,052	523,064	3,542,116
TexPool ARPA		TexPool ARPA		4,753,448	(623,328)	4,130,120
CD 197831662		CD		1,501,701	(1,501,701)	-
CD 197831662		CD renewal		-	1,503,386	1,503,386
977810JU5	1/5/2021	City of Wolfforth, TX GO	2/15/2023	250,805	(550)	250,255
498730AX8	3/9/2021	Klondike, TX ISD GO	2/15/2023	356,103	2,681	358,784
639285PW9	2/10/2022	Navarro ISD GO	2/15/2023	201,426	(977)	200,449
3130ASPB9	7/28/2022	FHLB	7/28/2023	988,166	3,195	991,361
448474TM8	12/17/2020	City of Hutto, TX GO	8/1/2023	393,073	1,254	394,327
340405MW6	12/22/2020	City of Floresville, TX Electr	8/15/2023	528,444	(776)	527,668
413946PC2	6/25/2020	Harris Cnty, TX MUD #278 GO	9/1/2023	422,505	(61)	422,444
02301EED9	6/25/2020	Amarillo Potter TX	11/15/2023	448,622	210	448,832
3134GXXQ2	7/18/2022	Freddie Mac	12/28/2023	493,332	(17)	493,315
9128CBM2	2/22/2021	US Treasury Note B Class	2/15/2024	944,844	5,469	950,313
3133EMVD1	4/5/2021	FHLB	4/5/2024	939,051	4,423	943,474
3130ARPN5	4/26/2022	FHLB	4/26/2024	970,343	(610)	969,733
3130AMLM2	6/7/2021	FHLB	6/7/2024	466,209	2,354	468,563
811275HB5	11/23/202/21	Scurry Rosser TX ISD	8/15/2024	202,759	2,284	205,043
3136G43H4	3/29/2021	FHLB	9/16/2024	923,385	4,845	928,230
3130APNE1	11/18/2021	FHLB	11/18/2024	929,144	(1,614)	927,530
386166JC7	2/24/2022	Grand Praire TX Txbl Ref	1/1/2025	298,627	358	298,985
983064YX8	3/11/2021	City of Wylie, TX GO	2/15/2025	247,891	3,304	251,195
3133ENPYO-A	2/25/2022	FFCB	2/25/2025	943,479	2,857	946,336
3133ENPYO-B	3/10/2022	FFCB	2/25/2025	940,783	3,169	943,952
3130ARCN9	3/29/2022	FHLB	9/29/2025	928,741	5,754	934,495
3134GX3U6	10/24/2022	Freddie Mac	10/24/2025	-	997,740	997,740
3130AUBX1	12/29/2022	FHLB	12/29/2025	-	998,244	998,244
79625GFC2	4/13/2022	San Antonio Tx Elec & Gas TXBI	2/1/2026	333,085	(1,873)	331,212
232769JWO	2/15/2023	Cypress-Fairbanks TX Ind Sch	2/15/2026	508,471	(2,443)	506,028
3130AMMJ8	6/6/2021	FHLB	6/9/2026	891,471	12,018	903,489
Total				**$ 27,466,147**	**$ 960,248**	**$ 28,426,395**

Sherman
CLASSIC TOWN. BROAD HORIZON.

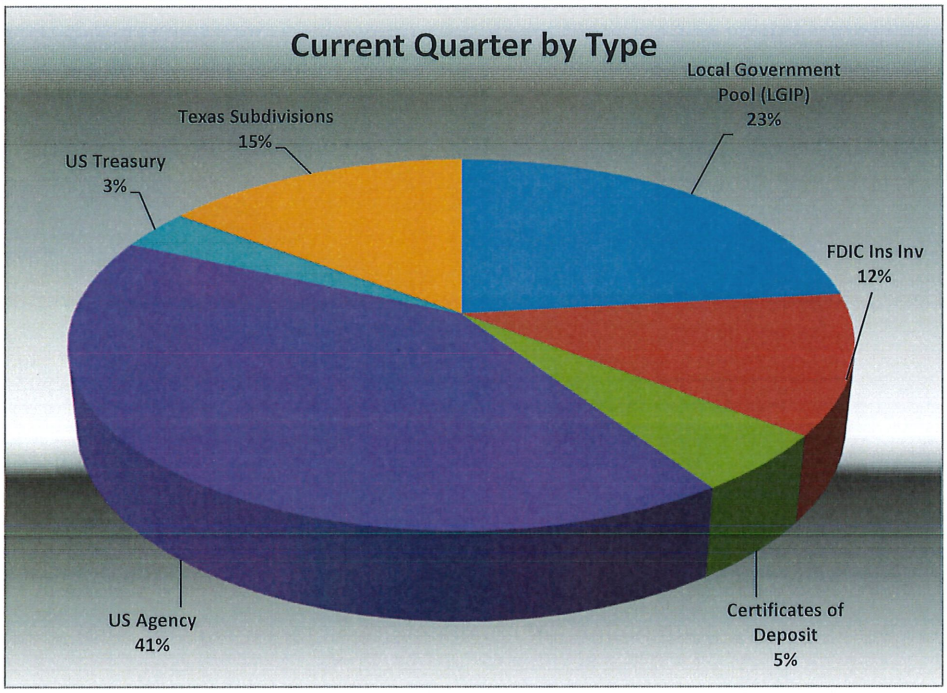
CITY OF SHERMAN, TX
Investment Transaction Report
As of 12/31/2022

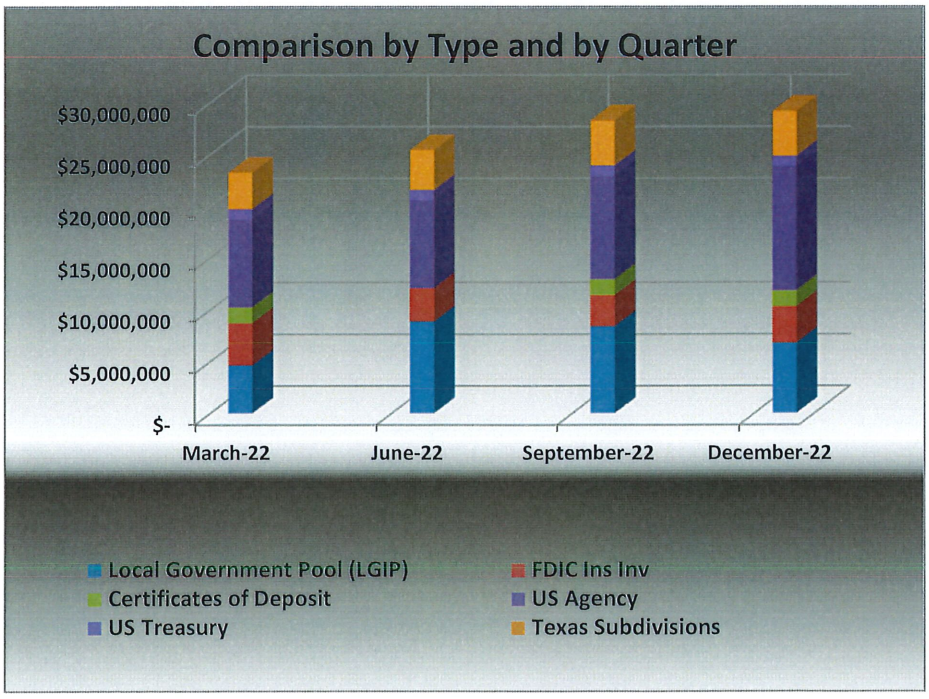
Trade Date	Settle Date	CUSIP	Security Description	Coupon	Maturity Date	Call Date	Par Value	Principal Amount	Interest Purchased/ Received	Total Amount	YTM
Maturities, Calls and Withdrawals											
	11/14/2022	Texpool-ARPA	LGIP	3.98%	1/1/2023		662,158	662,158	-	662,158	3.61%
	11/2/2022	Texpool	LGIP	3.61%	1/1/2023		2,000,000	2,000,000	-	2,000,000	3.61%
	11/9/2022	Texpool	LGIP	2.93%	1/1/2023		1,000,000	1,000,000	-	1,000,000	3.61%
	12/13/2022	CD 197831662	Simmons	0.45%	12/3/2022		1,500,000	1,501,701	1,684	1,503,385	0.45%
Purchases											
	10/24/2022	3134GX3U6	Freddie Mac	5.15%	10/24/2025	4/24/2023	1,000,000	1,000,000	-	1,000,000	5.15%
	12/13/2022	CD 197831662	Simmons	3.50%	6/13/2023		1,503,386	1,503,386	-	1,503,386	3.50%
	12/29/2022	3130AUBX1	FHLB	5.00%	12/29/2025	12/29/2023	1,000,000	1,000,000	-	1,000,000	5.00%
	12/20/2022	Texpool	LGIP	2.41%	1/1/2023		2,000,000	2,000,000	-	2,000,000	3.98%
	12/28/2022	Landing Rock	FDIC Ins Inv	3.97%	1/1/2023		500,000	500,000	-	500,000	3.97%
Income Payments											
	12/31/2022	TexPool	LGIP	3.98%					16,612	16,612	3.98%
	12/31/2022	TexStar	LGIP	3.97%					978	978	3.97%
	12/31/2022	Landing Rock	FDIC Ins Inv	3.70%					23,064	23,064	3.70%
	12/31/2022	TexPool-ARPA	LGIP	3.98%					38,829	38,829	3.98%
	10/5/2022	3133EMVD1	FFCB	0.33%	4/5/2024				1,650	1,650	0.33%
	10/26/2022	3130ARPN5	FHLB	2.61%	4/26/2024				13,050	13,050	2.61%
	11/15/2022	02301EED9	Amarillo Potter TX	4.00%	11/15/2023				8,900	8,900	0.37%
	11/18/2022	3130APNE1	FHLB	0.90%	11/18/2024				4,500	4,500	0.90%
	12/7/2022	3130AMLM2	FHLB	0.38%	6/7/2024				938	938	0.38%
	12/9/2022	3130AMMJ8	FHLB	0.40%	6/9/2026				2,000	2,000	0.40%
	12/28/2022	3134GXXQ2	Freddie Mac	2.25%	12/28/2023				5,625	5,625	3.39%
Total									**$ 117,830**		

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Comparison by Type
As of 12/31/2022

Cash/Investment Type	Balance 3/31/2022	Balance 6/30/2022	Balance 9/30/2022	Balance 12/31/2022	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	$ 4,636,630	$ 8,858,725	$ 8,394,635	$ 6,788,897	23%	50.00%
FDIC Ins Inv	4,096,833	3,211,569	3,019,052	3,542,116	12%	50.00%
Certificates of Deposit	1,501,347	-	1,501,701	1,503,386	5%	50.00%
US Agency	8,494,609	8,495,157	9,993,000	11,994,111	41%	50.00%
US Treasury	998,492	998,694	998,899	999,104	3%	50.00%
Texas Subdivisions	3,503,931	3,831,384	4,332,150	4,307,875	15%	50.00%
Total	**$ 23,231,842**	**$ 25,395,529**	**$ 28,239,437**	**$ 29,135,489**	**100.00%**	





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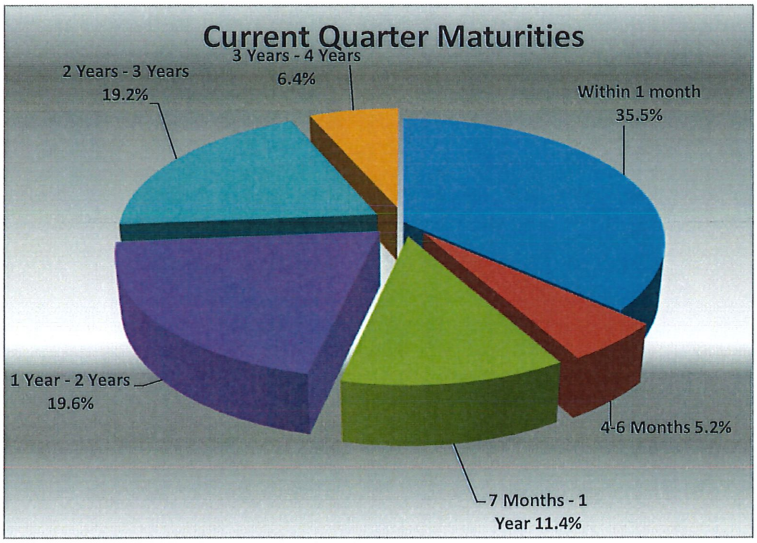
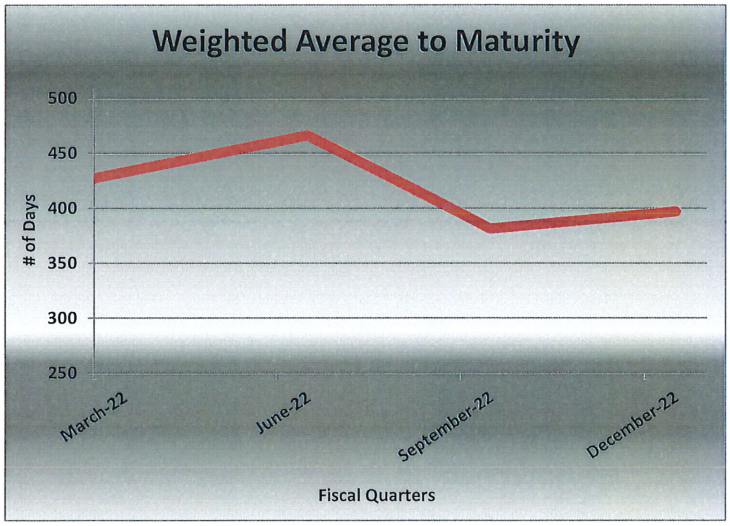
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Portfolio by Maturity
As of 12/31/2022

Maturity Time Frame	Balance 3/31/2022	Balance 6/30/2022	Balance 9/30/2022	Balance 12/31/2022	Percent of Portfolio
Within 1 month	$ 8,733,463	$ 12,070,294	$ 11,413,687	$ 10,331,013	35.5%
2-3 Months	2,501,347	-	-	812,660	2.8%
4-6 Months	-	-	2,319,683	1,503,386	5.2%
7 Months - 1 Year	828,624	823,303	2,377,082	3,325,079	11.4%
1 Year - 2 Years	2,865,203	5,352,242	5,673,377	5,711,796	19.6%
2 Years - 3 Years	6,303,205	4,799,689	4,582,295	5,579,969	19.2%
3 Years - 4 Years	1,000,000	1,350,000	1,873,313	1,871,586	6.4%
4 Years - 5 Years	1,000,000	1,000,000	-	-	0.0%
	$ 23,231,842	**$ 25,395,528**	**$ 28,239,437**	**$ 29,135,489**	**100.00%**

Liquidity Indicator					Maximum Allowable
Weighted Average Maturity	**466.90**	**420.97**	**381.64**	**397.41**	**500.00**





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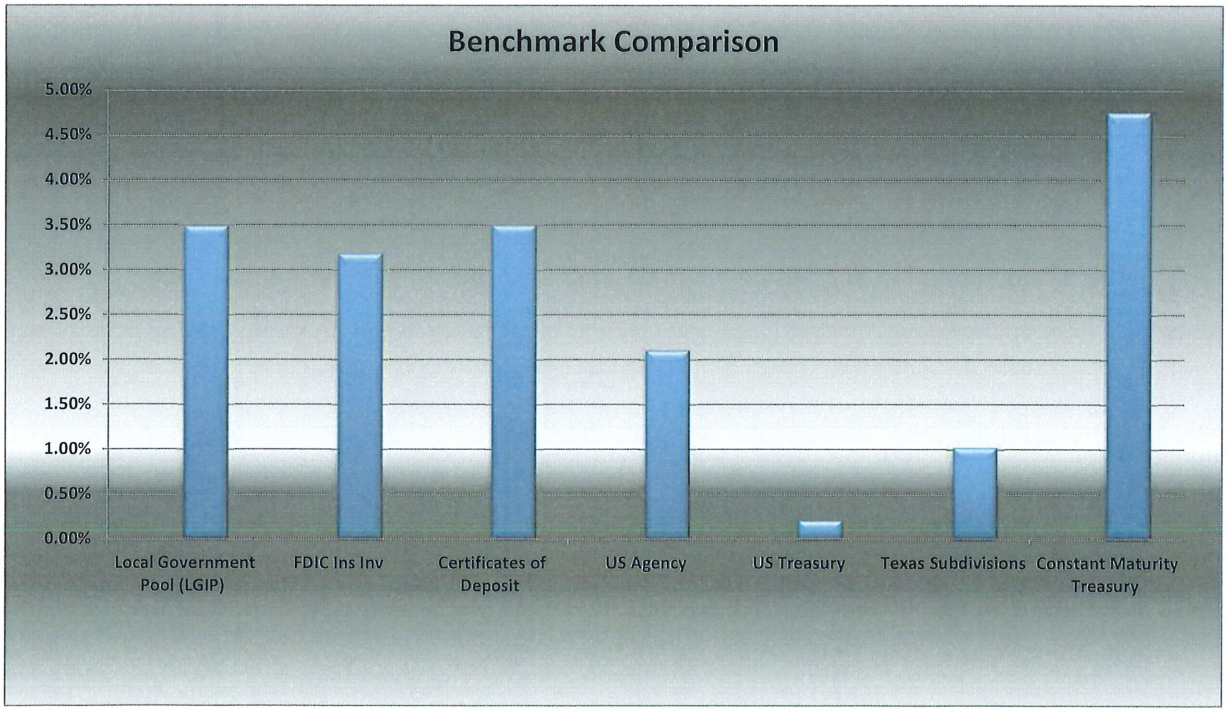
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Earned Income
As of 12/31/2022

Date Received/ Purchased	CUSIP	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
12/31/2022	TexPool	TexPool			$ 16,612	$ -	$ 16,612
12/31/2022	TexStar	TexStar			978	-	978
12/31/2022	Landing Rock	Landing Rock			23,064	-	23,064
12/31/2022	TexPool-ARPA	TexPool			38,829	-	38,829
12/13/2022	CD 197831662	Simmons Bank	0.45%	0.45%	1,684	(499)	1,185
12/31/2022	CD 197831662	Simmons Bank	3.50%	3.50%	-	2,595	2,595
10/26/2022	3130ARPN5	FHLB	2.61%	2.61%	13,050	(6,525)	6,525
10/5/2022	3133EMVD1	FFCB	0.33%	0.33%	1,650	(825)	825
11/15/2022	02301EED9	Amarillo Potter TX	4.00%	0.37%	8,900	(8,471)	429
11/18/2022	3130APNE1	FHLB	0.90%	0.90%	4,500	(2,250)	2,250
12/7/2022	3130AMLM2	FHLB	0.38%	0.38%	938	(470)	468
12/9/2022	3130AMMJ8	FHLB	0.40%	0.40%	2,000	(1,000)	1,000
12/28/2022	3134GXXQ2	Freddie Mac	2.25%	3.39%	5,625	(2,281)	3,344
12/31/2022	386166JC7	Grand Praire TX TXbl Ref	3.00%	1.60%	-	1,269	1,269
12/31/2022	448474TM8	City of Hutto, TX GO	2.00%	0.40%	-	410	410
12/31/2022	7625GFC2	San Antonio Tx Elec & Gas TXBI	3.15%	3.15%	-	2,753	2,753
12/31/2022	639285PW9	Navarro ISD GO	5.00%	0.46%	-	232	232
12/31/2022	498730AX8	Klondike TX ISD GO	1.00%	0.10%	-	91	91
12/31/2022	983064YX8	City of Wylie, TX GO	3.00%	0.25%	-	166	166
12/31/2022	340405MW6	City of Floresville, TX Elec Light Re	4.00%	0.46%	-	638	638
12/31/2022	977810JU5	City of Wolfforth TX GO	4.00%	0.39%	-	255	255
12/31/2022	9128CBM2	US Treasury Note B Class	0.13%	0.21%	-	520	520
12/31/2022	3133ENPY0-A	FFCB	1.75%	1.76%	-	4,403	4,403
12/31/2022	3136G43H4	FMNA	0.40%	0.44%	-	1,108	1,108
12/31/2022	811275HB5	Scurry Rosser TX ISD	3.00%	0.45%	-	240	240
12/31/2022	3130AUBX1	FHLB	5.00%	5.00%	-	833	833
12/31/2022	3133ENPY0-B	FFCB	1.75%	1.92%	-	4,786	4,786
12/31/2022	413946PC2	Harris Cnty TX MUD #278 GO	4.00%	1.14%	-	1,260	1,260
12/31/2022	3130ARCN9	FHLB	2.00%	2.00%	-	5,000	5,000
12/31/2022	237269JWO	Cypress-Fairbanks Tx Ind Sch	5.00%	3.52%	-	4,523	4,523
12/31/2022	3134AGX3UG	Freddie Mac	5.15%	5.15%	-	9,442	9,442
12/31/2022	3130ASPB9	FHLB	3.10%	3.13%	-	7,812	7,812
					$ 117,830	$ 26,015	$ 143,845



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CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TEXAS
DEBT PROCEEDS PORTFOLIO SUMMARY
For the Quarter Ending December 31, 2022

Total Portfolio Summary

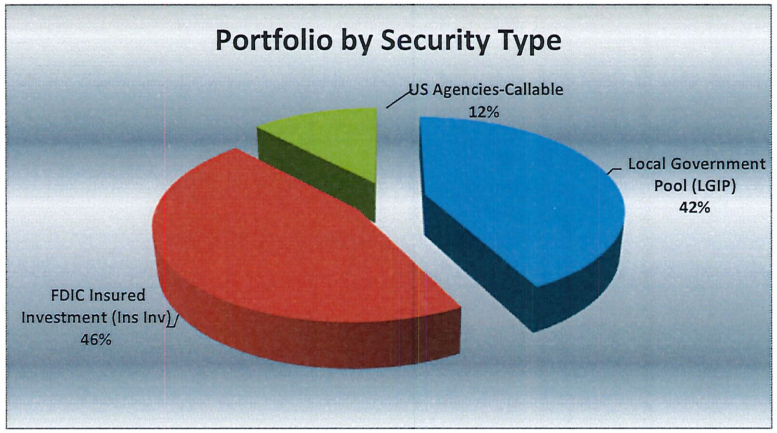
	Current Quarter 12/31/2022	Prior Quarter 9/30/2022	Change From Prior Quarter
Book Value	$ 16,484,681	$ 22,161,892	$ (5,677,211)
Market Value	$ 16,337,672	$ 22,004,844	$ (5,667,172)
Weighted Average Maturity - Days	80	68	12
Weighted Average Yield	2.99%	1.78%	1.21%
Earned Income	$ 147,496	$ 115,052	$ 32,444
Earned Income - Year-to-Date	$ 147,496	$ 179,196	$ (31,700)

This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

As of December 31, 2022, the City of Sherman's debt proceeds portfolio had a book value of about $16.5 million, which approximates the market value. Of this amount, $7 million was held in Local Government Investment Pools (LGIP), $7.5 million was held in FDIC Insured Investment Accounts (Ins Inv), and $2 million was held in U.S. Agency Securities.

The portfolio value decreased by $5.7 million from the previous quarter due to draws for project payments.

The weighted average yield on the portfolio was 2.99%, 113 basis points below the 4-week Constant Maturity Treasury Index of 4.12%, and 121 basis points above the previous quarter.



Mary Lawrence

Mary Lawrence, Finance Director and City of Sherman Investment Officer

Jana Walker

Jana Walker, Controller and City of Sherman Investment Officer

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Investments Outstanding
AS of 12/31/2022

Name/CUSIP	Debt Issuance	Settlement Date	Security Type	Security Description	Maturity Date	Par Value	Purchase Price	Original Cost	Book Value	Market Price	Market Value	Days to Maturity	YTM
TexPool	2017A Stormwater Certificates of Obligation		LGIP	TexPool	1/1/2023	$ 186,384	100.00	$ 186,384	$ 186,384	100.00	$ 186,384	1	3.51%
TexPool	2021 Certificates of Obligation		LGIP	TexPool	1/1/2023	6,796,744	100.00	6,796,744	6,796,744	100.00	6,796,744	1	3.51%
Landing Rock	2017 Certificates of Obligation		Ins Inv	Landing Rock	1/1/2023	2,434,505	100.00	2,434,505	2,434,505	100.00	2,434,505	1	3.18%
Landing Rock	2021 Certificates of Obligation		Ins Inv	Landing Rock	1/1/2023	5,067,048	100.00	5,067,048	5,067,048	100.00	5,067,048	1	3.18%
31300AMZQ8	2021 Certificates of Obligation	06/30/21	US Agency-Callable	FHLB	8/30/2024	1,000,000	100.00	1,000,000	1,000,000	93.08	930,826	608	0.51%
3130AMHGO	2021 Certificates of Obligation	05/27/21	US Agency-Callable	FHLB	11/26/2024	1,000,000	100.00	1,000,000	1,000,000	92.22	922,165	696	0.48%
Total						**$ 16,484,681**		**$16,484,681**	**$ 16,484,681**		**$ 16,337,672**		

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Market Value Summary
AS of 12/31/2022

CUSIP	Security Type / Description	Maturity Date	Market Value 9/30/2022	Change in Market Value	Market Value 12/31/2022
TexPool 2017A Stormwater CO	LGIP		$ 184,746	$ 1,638	$ 186,384
TexPool 2021 CO	LGIP		12,531,971	(5,735,227)	6,796,744
Landing Rock 2017 CO	Ins Inv		2,416,208	18,297	2,434,505
Landing Rock 2021 CO	Ins Inv		5,028,967	38,081	5,067,048
31300AMZQ8-FHLB 2021 CO	US Agency-Callable	8/30/2024	926,212	4,614	930,826
3130AMHGO-FHLB 2021 CO	US Agency-Callable	11/26/2024	916,740	5,425	922,165
Total			**$ 22,004,844**	**$ (5,667,172)**	**$ 16,337,672**

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Investment Transaction Report
AS of 12/31/2022

Settle Date	Name	Security Description	Coupon	Maturity Date	Par Value	Price	Principal Amount	Interest Purchased/ Received	Total Amount	YTM
Project Payments/Draws										
10/24/2022	TexPool 2021 CO	LGIP			$ 1,886,745		$ 1,886,745	$ -	$ 1,886,745	
11/15/2022	TexPool 2021 CO	LGIP			1,710,391		1,710,391		1,710,391	
11/30/2022	TexPool 2021 CO	LGIP			500,006		500,006		500,006	
12/28/2022	TexPool 2021 CO	LGIP			1,725,101		1,725,101		1,725,101	
Deposits/Purchases										
Income Payments										
10/31/2022	Landing Rock 2017 CO	Ins Inv	3.70%					$ 5,101	5,101	3.70%
10/31/2022	Landing Rock 2021 CO	Ins Inv	3.70%					10,616	10,616	3.70%
10/31/2022	TexPool 2017A Stormwater CO	LGIP	3.98%					460	460	3.98%
10/31/2022	TexPool 2021 CO	LGIP	3.98%					29,981	29,981	3.98%
11/28/2022	3130AMHG0	FHLB	0.48%					2,375	2,375	0.48%
11/30/2022	Landing Rock 2017 CO	Ins Inv	3.30%					6,040	6,040	3.30%
11/30/2022	Landing Rock 2021 CO	Ins Inv	3.30%					12,571	12,571	3.30%
11/30/2022	TexPool 2017A Stormwater CO	LGIP	3.61%					550	550	3.61%
11/30/2022	TexPool 2021 CO	LGIP	3.61%					28,919	28,919	3.61%
12/31/2022	Landing Rock 2017 CO	Ins Inv	2.55%					7,156	7,156	2.55%
12/31/2022	Landing Rock 2021 CO	Ins Inv	2.55%					14,893	14,893	2.55%
12/31/2022	TexPool 2017A Stormwater CO	LGIP	2.93%					628	628	2.93%
12/31/2022	TexPool 2021 CO	LGIP	2.93%					28,118	28,118	2.93%
12/31/2022	31300AMZQ8	FHLB	0.51%					2,550	2,550	0.51%
Total								**$ 149,957**		

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Comparison by Type
AS of 12/31/2022

Cash / Investment Type	Balance 3/31/2022	Balance 6/30/2022	Balance 9/30/2022	Balance 12/31/2022	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	$ 25,998,683	$ 18,988,918	$ 12,716,717	$ 6,983,128	42.36%	100.00%
FDIC Insured Investment (Ins Inv)	7,410,381	7,417,170	7,445,175	7,501,553	45.51%	100.00%
US Agency-Callable	2,000,000	2,000,000	2,000,000	2,000,000	12.13%	100.00%
Total	**$ 35,409,064**	**$ 28,406,088**	**$ 22,161,892**	**$ 16,484,681**	**100.00%**	

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Portfolio by Maturity
AS of 12/31/2022

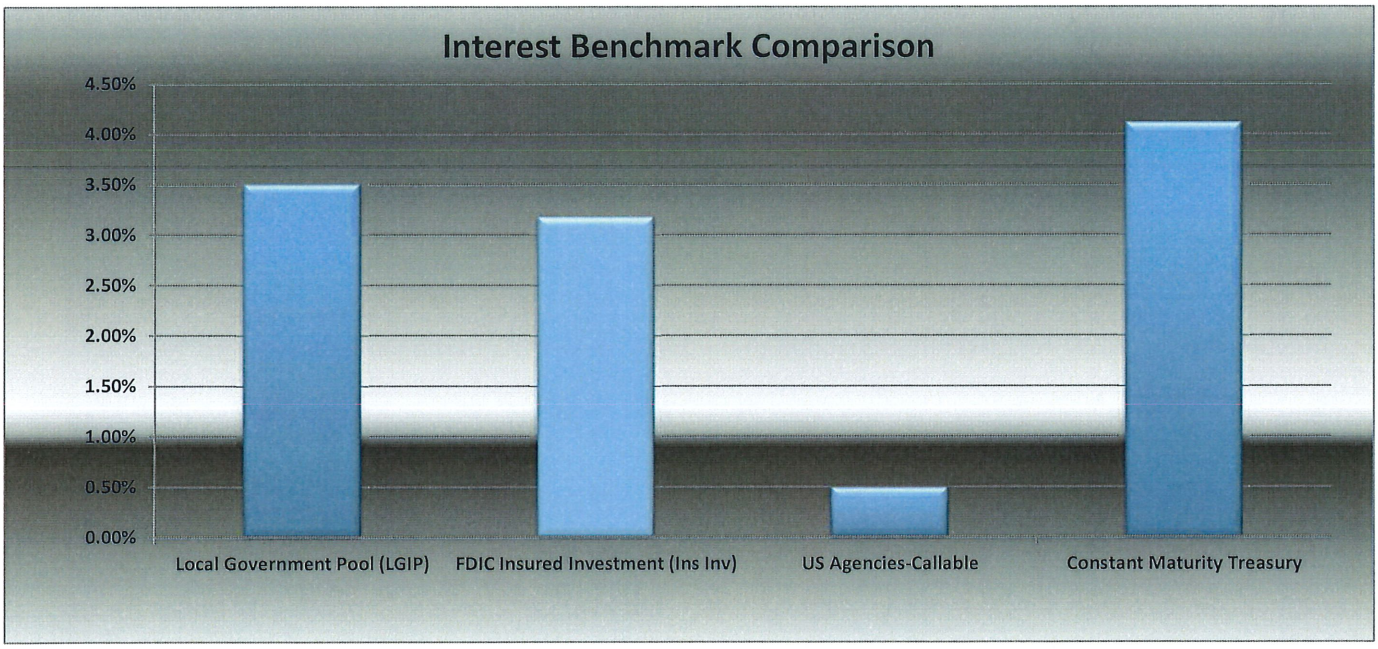
Maturity Time Frame	Balance 3/31/2022	Balance 6/30/2022	Balance 9/30/2022	Balance 12/31/2022	Percent of Portfolio	Maximum Allowable
Within 1 month	$ 33,409,064	$ 26,406,088	$ 20,161,892	$ 14,484,681	87.9%	100%
1 year - 2 years	$ -	$ -	$ 1,000,000	$ 2,000,000	12.1%	
2 years - 3 years	2,000,000	2,000,000	1,000,000	-	0.0%	
3 years - 4 years	-	-		-	0.0%	
	$ 35,409,064	**$ 28,406,088**	**$ 22,161,892**	**$ 16,484,681**		

Liquidity Indicator				
Weighted Average Maturity	**53.30**	**59.79**	**68.05**	**79.98**

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN, TX
Earned Income
AS of 12/31/2022

Date Received/ Purchased	Name	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
10/31/2022	Landing Rock 2017 CO	Insured Investment		3.70%	$ 5,101	$ -	$ 5,101
10/31/2022	Landing Rock 2021 CO	Insured Investment		3.70%	10,616	-	10,616
10/31/2022	TexPool 2017A Stormwater CO	LGIP		3.98%	460	-	460
10/31/2022	TexPool 2021 CO	LGIP		3.98%	29,981	-	29,981
11/28/2022	3130AMHGO-FHLB 2021 CO	US Agency-Callable		0.48%	2,375	(1,187)	1,188
11/30/2022	Landing Rock 2017 CO	Insured Investment		3.30%	6,040	-	6,040
11/30/2022	Landing Rock 2021 CO	Insured Investment		3.30%	12,571	-	12,571
11/30/2022	TexPool 2017A Stormwater CO	LGIP		3.61%	550	-	550
11/30/2022	TexPool 2021 CO	LGIP		3.61%	28,919	-	28,919
12/31/2022	Landing Rock 2017 CO	Insured Investment		3.70%	7,156	-	7,156
12/31/2022	Landing Rock 2021 CO	Insured Investment		3.70%	14,893	-	14,893
12/31/2022	TexPool 2017A Stormwater CO	LGIP		3.98%	628	-	628
12/31/2022	TexPool 2021 CO	LGIP		3.98%	28,118	-	28,118
12/31/2022	31300AMZQ8-FHLB 2021 CO	US Agency-Callable		0.51%	2,550	(1,275)	1,275
					$ 149,957	**$ (2,462)**	**$ 147,496**



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 3.**

Meeting Date: 02/06/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Final Plat of Brinkley Addition, being 2.051 acres in the William Martin Survey, Abstract 765, and currently zoned R-6 (Single-Family Residential) District/ FM Highway 1417 Overlay District; John Robert Turley Estate, Owner; James Ray Brinkley, Representative/Power of Attorney; and Underwood Drafting & Surveying, Surveyor (1628 West FM 1417 (Heritage Parkway))

Issue:

To consider Final Plat of Brinkley Addition, being 2.051 acres in the William Martin Survey, Abstract 765, and currently zoned R-6 (Single-Family Residential) District/ FM Highway 1417 Overlay District; John Robert Turley Estate, Owner; James Ray Brinkley, Representative/Power of Attorney; and Underwood Drafting & Surveying, Surveyor (1628 West FM 1417 (Heritage Parkway))

Background:

The property is located at 1628 West FM 1417 (Heritage Parkway) between Farmington Road and Flanary Road and is zoned R-6 (Single-Family Residential) District. The owner would like to plat the property into one lot for residential development.

Origination:

John Robert Turley Estate (Owner)
James Ray Brinkley (Representative/Power of Attorney)
Underwood Drafting and Surveying Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the January 10, 2023 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
Staff Review Letter
P & Z Communication

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12/15/2022

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

1628 FM 1417

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Date: 12/15/2022 8:54 AM

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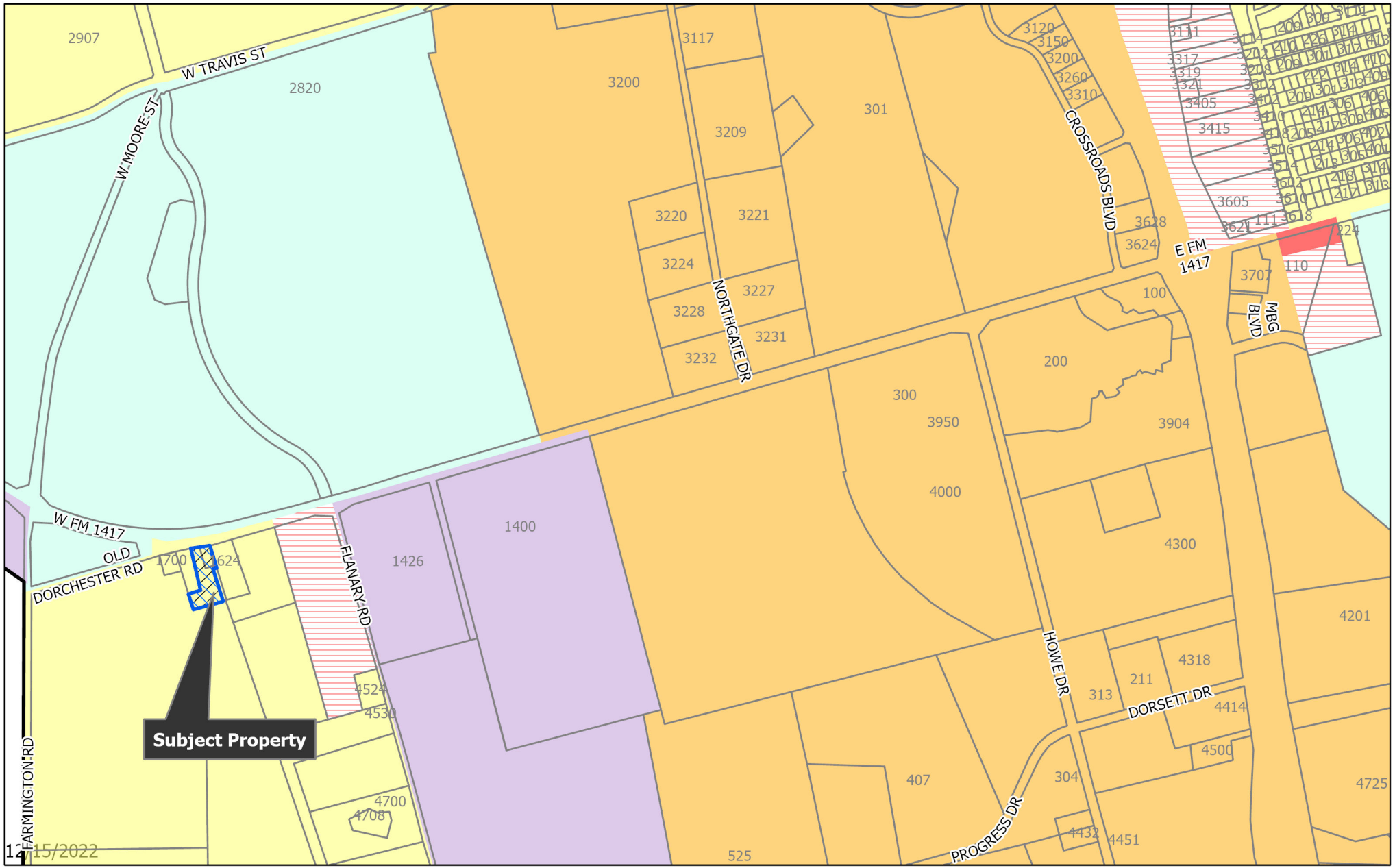

12/15/2022

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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- 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 Distgrict
- 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
- Subject Locations
- Parcels
- City Limits

CITY OF SHERMAN
Zoning Location Map

1628 FM 1417

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Scale: 1:13,000

Date: 12/15/2022 8:54 AM

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

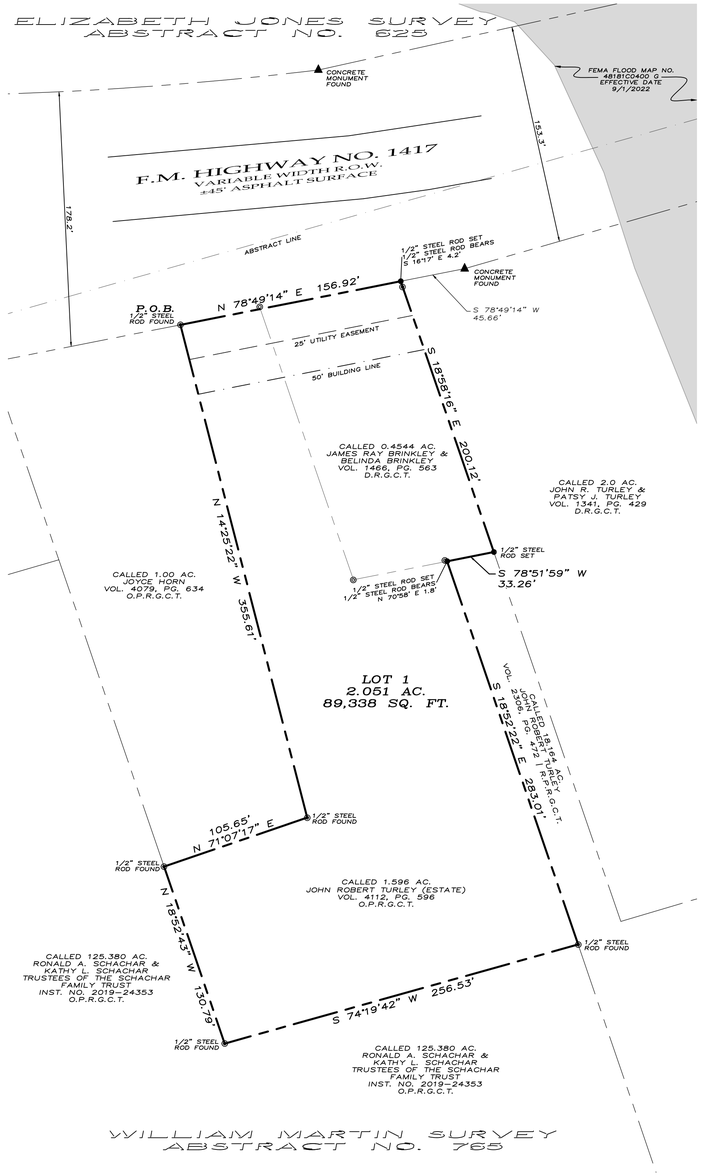
GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

~ GENERAL NOTES ~

1. Water Supply to be provided by the City of Sherman.
2. Sewer Service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or drainage easements for the control of erosion.
7. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
8. The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument Network.
10. The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.
11. The subject property does not lie within a Federal Emergency Management Agency (FEMA) designated flood plain as shown by Firm Map No. 48181C0400G, effective date September 1, 2022.



LEGEND

- 1/2" STEEL ROD SET
- 1/2" STEEL ROD FOUND
- CONCRETE MONUMENT FOUND
- BOUNDARY LINE
- PROPERTY LINE
- EASEMENT LINE
- BUILDING LINE

FINAL PLAT
BRINKLEY ADDITION
Being a part of the William Martin Survey, Abstract Number 765. Being in the City of Sherman, Grayson County, Texas. Containing 2.051 acres of land.

12/06/2022

OWNERS/DEVELOPER
JAMES RAY BRINKLEY
1624 W. F.M. 1417
SHERMAN, TX 75092

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of William Martin Survey, Abstract No. 765, and being all of a called 0.4544 acre tract of land described in the deed to James Ray Brinkley and Belinda Brinkley, recorded in Volume 1466, Page 563, Deed Records, Grayson County, Texas, and all of a called 1.596 acre tract of land described in the deed to John Robert Turley (Estates), recorded in Volume 4112, Page 596, Official Public Records, Grayson County, Texas, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod found for the northern-most northwest corner of said 1.596 acre tract, common to the northeast corner of a called 1.00 acre tract of land described in the deed to Joyce Horn, recorded in Volume 4079, Page 634, said Official Public Records, and on the southerly right-of-way line of F.M. Highway No. 1417;

Thence North 78°49'14" East, with a northerly line of said 1.596 acre tract, and with the northerly line of aforesaid 0.4544 acre tract, and with the southerly right-of-way line of said F.M. Highway No. 1417, a distance of 156.92 feet to a 1/2" steel rod set for the northeast corner of said 0.4544 acre tract, common to the northwest corner of a called 2.0 acre tract of land described in the deed to John R. Turley and Patsy J. Turley, recorded in Volume 1341, Page 429, said Deed Records, and from which a 1/2" steel rod bears South 16°17' East, a distance of 4.2 feet;

Thence South 18°58'16" East, with the easterly line of said 0.4544 acre tract, and with the westerly line of said 2.0 acre tract, a distance of 200.12 feet to a 1/2" steel rod set for the southeast corner of said 0.4544 acre tract, common to a salient corner on the northerly line of a called 18.164 acre tract of land described in the deed to John Robert Turley, recorded in Volume 2306, Page 472, Real Property Records, Grayson County, Texas;

Thence South 78°51'59" West, with the southerly line of said 0.4544 acre tract, and with a northerly line of said 18.164 acre tract, a distance of 33.26 feet to a 1/2" steel rod set for the eastern-most northeast corner of aforesaid 1.596 acre tract, common to the western-most northwest corner of said 18.164 acre tract, and from which a 1/2" steel rod bears North 70°58' East, a distance of 1.8 feet;

Thence South 18°52'22" East, with an easterly line of said 1.596 acre tract, and with a westerly line of said 18.164 acre tract, a distance of 283.01 feet to a 1/2" steel rod found for the southeast corner of said 1.596 acre tract, common to the eastern-most northeast corner of a called 125.380 acre tract of land described in the deed to Ronald A. Schachar and Kathy L. Schachar, trustees of the Schachar Family Trust, recorded in Instrument No. 2019-24353, said Official Public Records;

Thence South 74°19'42" West, with the southerly line of said 1.596 acre tract, and with a northerly line of said 125.380 acre tract, a distance of 256.53 feet to a 1/2" steel rod found for the southwest corner of said 1.596 acre tract;

Thence North 18°52'43" West, with a westerly line of said 1.596 acre tract, and with an easterly line of said 125.380 acre tract, a distance of 130.79 feet to a 1/2" steel rod found for the western-most northwest corner of said 1.596 acre tract, common to the southwest corner of aforesaid 1.00 acre tract;

Thence North 71°07'17" East, with a northerly line of said 1.596 acre tract, and with the southerly line of said 1.00 acre tract, a distance of 105.65 feet to a 1/2" steel rod found for a re-entrant corner on the northerly line of said 1.596 acre tract, common to the southeast corner of said 1.00 acre tract;

Thence North 14°25'22" West, with a westerly line of said 1.596 acre tract, and with the easterly line of said 1.00 acre tract, a distance of 355.61 feet to the Point-of-Beginning and containing 2.051 acres (89,338 square feet) of land, more or less.

CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, BRINKLEY ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council on the_____day of _____, 2023, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this_____day of _____, 2023.

_____
Clerk, City of Sherman, Texas

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

That I, Douglas W. Underwood, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon where properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

_____ _____
Douglas W. Underwood Date
Registered Professional
Land Surveyor, No. 4709

ACCEPTANCE

Approved this _____ day of _____, 2023, by the City Planning Commission to the City of Sherman, Texas.

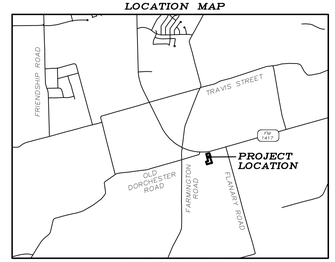
_____ _____
Chairman Secretary

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Accepted by the City Council of the City of Sherman

_____ _____
Mayor, City of Sherman, Texas Date

LOCATION MAP



(NOT TO SCALE)

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT I, JAMES RAY BRINKLEY, do hereby adopt this plat designating the hereinabove property as the BRINKLEY ADDITION, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part or any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this_____day of _____, 2023.

_____
JAMES RAY BRINKLEY

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, JAMES RAY BRINKLEY known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this___day of_____, 2023.

_____
Notary Public in and for
the State of Texas
Commission Expires: _____

FINAL PLAT
BRINKLEY ADDITION
Being a part of the William Martin Survey, Abstract Number 765. Being in the City of Sherman, Grayson County, Texas. Containing 2.051 acres of land.

12/06/2022

OWNERS/DEVELOPER
JAMES RAY BRINKLEY
1624 W. F.M. 1417
SHERMAN, TX 75092

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

January 3, 2023

James Ray Brinkley
1624 W. FM 1417
Sherman, TX 75092

Underwood Drafting & Surveying
3404 Interurban Road
Denison, TX 75021

Dear Applicants,

The request for approval of the Final Plat of Brinkley Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, January 10, 2023 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. Mutual Access Easement by separate instrument required from adjacent property East of subject property to allow for ingress/egress to FM 1417. Graphically show Mutual Access Easement and filing information on plat.
3. City wastewater does not serve subject property. On-site sewage facility or extension of wastewater main by developer is required. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
4. Add zip code to address blocks on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
5. Remove building line from plat. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
6. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
7. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*

8. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. 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
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 9.

Meeting Date: 01/10/2023

Prepared by: Lauren Marlow, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

* **1628 WEST FM 1417 (HERITAGE PARKWAY)**

The request of John Robert Turley Estate (Owner), James Ray Brinkley (Representative/Power of Attorney) and Underwood Drafting and Surveying Inc. (Surveyor) concerning the property located at 1628 West FM 1417 (Heritage Parkway), being 2.051 acres in the William Martin Survey, Abstract 765, and currently zoned R-6 (Single-Family Residential) District, located in the FM Highway 1417 Overlay District, as follows:

Planning and Zoning Commission

Final Plat of Brinkley Addition.

Background:

The property is located at 1628 West FM 1417 (Heritage Parkway) between Farmington Road and Flanary Road and is zoned R-6 (Single-Family Residential) District. The owner would like to plat the property into one lot for residential development.

Adjacent Zoning:

R-6 (Single-Family Residential) District
PD (Planned Development)
FM 1417 Overlay

Origination:

John Robert Turley Estate (Owner)
James Ray Brinkley (Representative/Power of Attorney)
Underwood Drafting and Surveying Inc. (Surveyor)

Master Plan Designation:

Not Applicable.

Number of notices mailed:

Not Required.

Objections Received:
0

Development Review Meeting:
No

Attachments

Location Map
Zoning Map
Final Plat
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 4.**

Meeting Date: 02/06/2023
Prepared By: Rob Rae, Director of Development Services
Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Replat of Lot 10R, Block Two, Preston Club The Classics, Phase Three, being part of the Daniel Bickenback Survey, Abstract No 128 and the J.M. Thomas Survey, Abstract 1234, and also being a Replat of Lots 10 and 11, Block Two, Preston Club The Classics, Phase Three, consisting of 0.541 acres and currently zoned R-6 (Single-Family Residential) District; Hearrell Enterprises, Owner; and Helvey-Wagner Surveying, Inc., Surveyor (171 and 187 Roberts Run)

Issue:

To consider the Replat of Lot 10R, Block Two, Preston Club The Classics, Phase Three, being part of the Daniel Bickenback Survey, Abstract No 128 and the J.M. Thomas Survey, Abstract 1234, and also being a Replat of Lots 10 and 11, Block Two, Preston Club The Classics, Phase Three, consisting of 0.541 acres and currently zoned R-6 (Single-Family Residential) District; Hearrell Enterprises, Owner; and Helvey-Wagner Surveying, Inc., Surveyor (171 and 187 Roberts Run)

Background:

The property is located at 171 and 187 Roberts Run between Preston Club Drive and North State Highway 289 and is zoned R-6 (Single-Family Residential) District. The owner would like to plat the property into one lot for residential development.

Origination:

Hearrell Enterprises (Owner)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

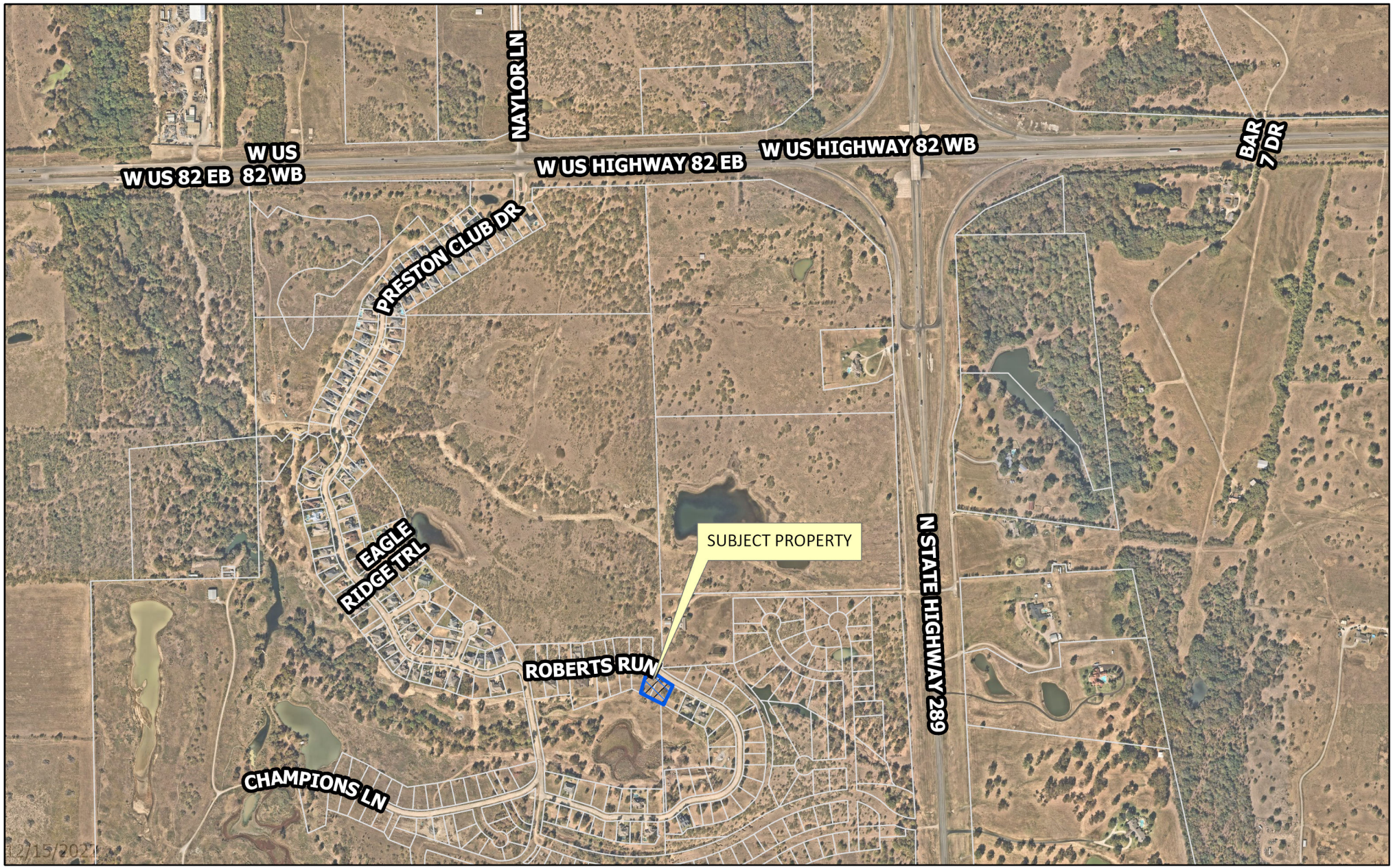
At the January 10, 2023 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter
P & Z Communication



dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

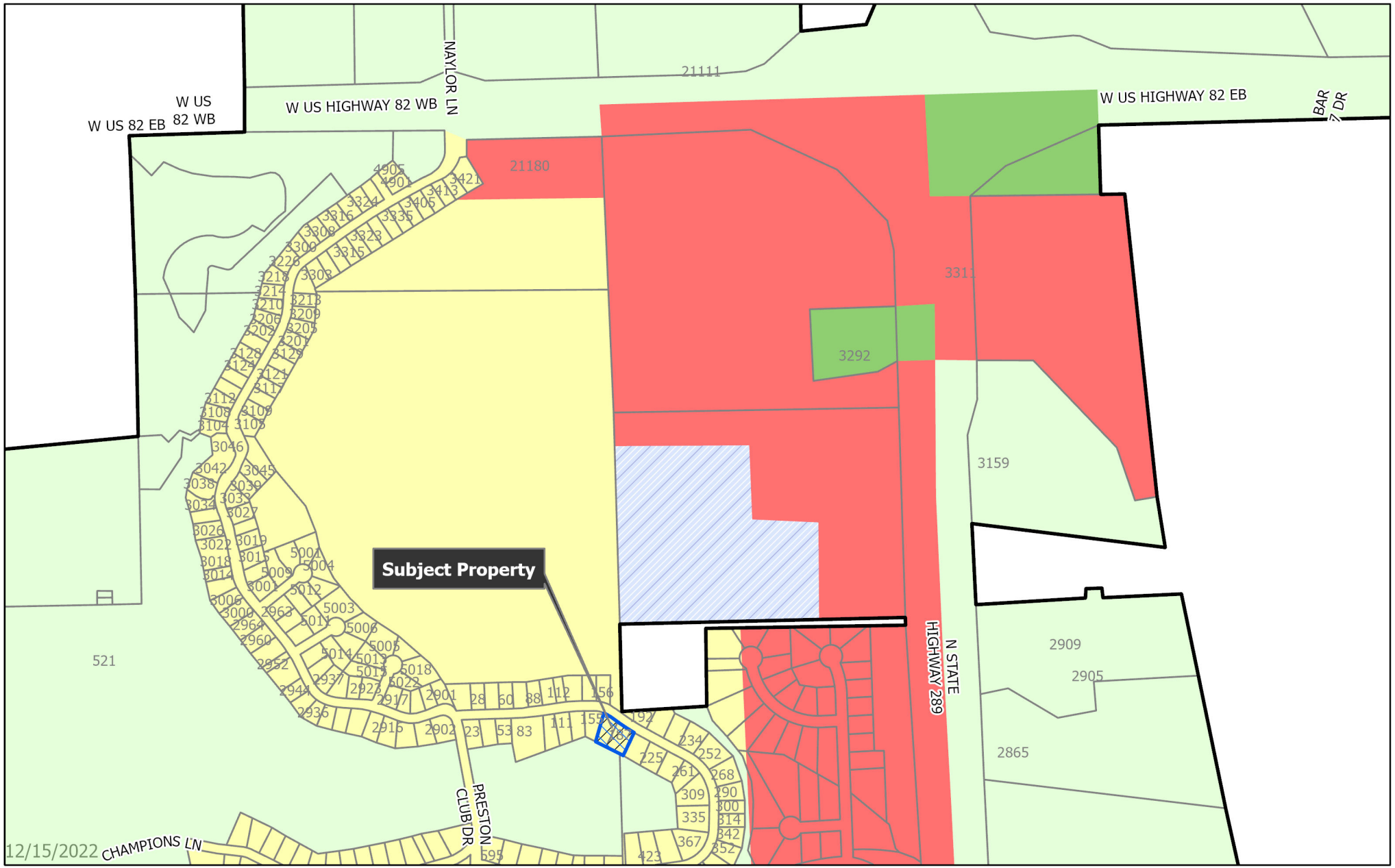
CITY OF SHERMAN

171 187 Roberts Run

N
W E
S

Date: 12/15/2022 8:54 AM

Scale: 1:9,926



Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- 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 Distgrict
- 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
- Subject Locations
- Parcels
- City Limits

CITY OF SHERMAN
Zoning Location Map

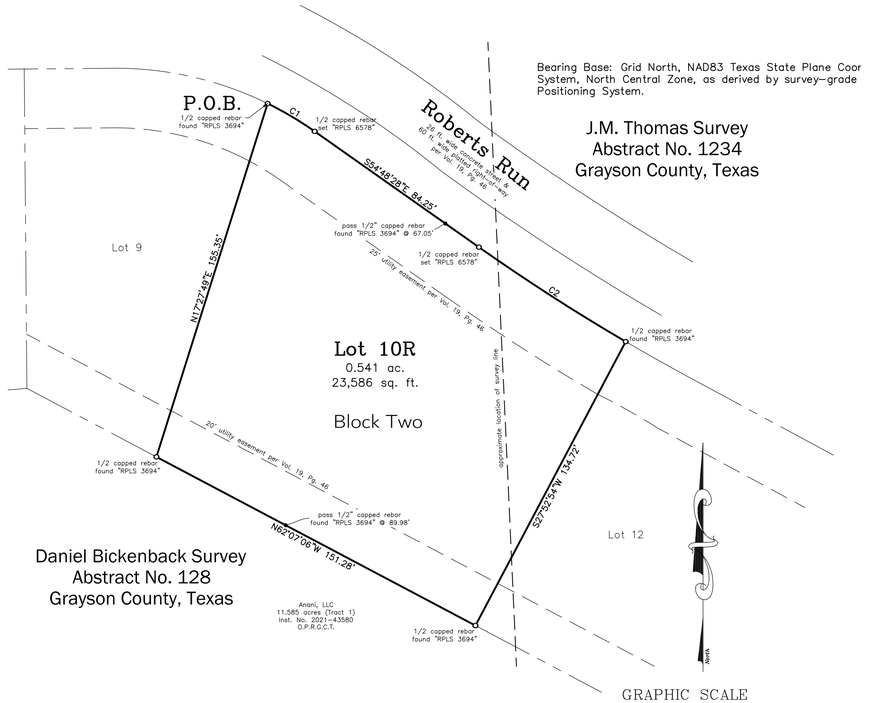
171 187 Roberts Run

N
W E
S

Scale: 1:8,320

Date: 12/15/2022 8:54 AM

171 & 187 ROBERTS RUN RD



Bearing Base: Grid North, NAD83 Texas State Plane Coor System, North Central Zone, as derived by survey-grade Positioning System.

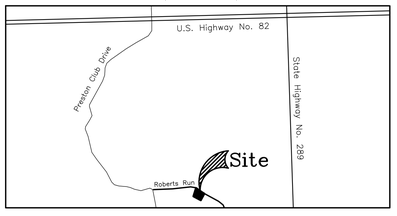
J.M. Thomas Survey
Abstract No. 1234
Grayson County, Texas

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

Vicinity Map
(not to scale)



General Notes:

1. Water Supply to be provided by City of Sherman.
2. Sewer service to be provided by City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery Company.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat 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. 48181C0275 G, Revised Date: September 1, 2022.
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.

Replat
Lot 10R, Block Two
Replat of Lots 10 & 11, Block Two of Preston Club The Classics, Phase Three
to the
City of Sherman, Texas
0.541 Acres
in the
Daniel Bickenback Survey, Abstract No. 128 & J.M. Thomas Survey, Abstract No. 1234

Job No. CGS301222

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owner:
Hearrell Enterprises, Inc
2008 Norwood Drive
Sherman, Texas 75092

X:\Shared Projects\Replat-Lots-10-and-11-Preston-Club-Phase-Three\Civil 3D\171-187-roberts-run.dwg Layout: Plat Plot Date Dec 13 22 Time: 1:48 PM

LEGAL DESCRIPTION

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the Daniel Bickenback Survey, Abstract No. 128 and the J.M. Thomas Survey, Abstract No. 1234, being a Replat of Lots 10 and 11, Block Two of Preston Club The Classics, Phase Three to Grayson County, Texas, as per plat of record in Volume 19, Page 46, Plat Records, Grayson County, Texas, being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch capped rebar found, stamped "RPLS 3694" in the South right-of-way line of said Roberts Run, at the Northeast corner of Lot 9, said Block Two and the Northwest corner of both said Lot 10 and the herein described tract;

THENCE Southeasterly, with the South right-of-way line of said Roberts Run and the North lines of both said Lots 10 and 11, the following calls and distances:

1. Southeasterly, with a curve to the right having a central angle of 09 deg. 03 min. 56 min., a radius of 145.00 ft. (chord bears South 59 deg. 20 min. 50 sec. East, 22.92 ft.), an arc distance of 22.94 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at the end of said curve;
2. South 54 deg. 48 min. 28 sec. East, passing a 1/2 inch capped rebar found, stamped "RPLS 3694" at the Northwest corner of said Lot 11 and the Northeast corner of said Lot 10 for a distance of 67.05 ft. and continuing on said course for a **TOTAL** distance of 84.25 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at the beginning of said curve;
3. Southeasterly, with a curve to the left having a central angle of 04 deg. 50 min. 12 min., a radius of 867.18 ft. (chord bears South 57 deg. 13 min. 24 sec. East, 73.18 ft.), an arc distance of 73.20 ft. to a 1/2 inch capped rebar found, stamped "RPLS 3694" at the Northwest corner of Lot 12, said Block Two and the Northeast corner of both said Lot 11 and the herein described tract, at the end of said curve;

THENCE South 27 deg. 52 min. 54 sec. West, with the West line of said Lot 12 and the East line of said Lot 11, a distance of 134.72 ft. to a 1/2 inch capped rebar found, stamped "RPLS 3694" in the North line of a 11.585 acre tract of land conveyed to Anani, LLC in Inst. No. 2021-43580, said Official Public Records, at the Southwest corner of said Lot 12 and the Southeast corner of both said Lot 11 and the herein described tract;

THENCE North 62 deg. 07 min. 06 sec. West, with the South lines of said Lot 11 and the North line of said Anani, LLC 11.585 ac., passing a 1/2 inch capped rebar found, stamped "RPLS 3694" at the Southeast corner of said Lot 10 and the Southwest corner of said Lot 11, at 89.98 ft. and continuing now with the South line of said Lot 10 for a **TOTAL** distance of 151.28 ft. to a 1/2 inch capped rebar found, stamped "RPLS 3694" at the Southeast corner of said Lot 9 and the Southwest corner of both said Lot 10 and the herein described tract;

THENCE North 17 deg. 27 min. 49 sec. East, with the East line of said Lot 9 and the West line of said Lot 10, a distance of 155.35 ft. to the **PLACE OF BEGINNING** and containing **0.541 ACRES** of land.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was made on the ground of the property shown hereon under my personal and direct supervision, and that the corner monumentation meets the standards set according to the Subdivision Regulations of the City of Sherman, Texas.

_____
Kate A. Wagner, R. P. L. S. No. 6578 Date:

STATE OF TEXAS
REGISTERED
KATE A. WAGNER
6578
PROFESSIONAL
LAND SURVEYOR

I, Stephen Hearrell, owner of Replat of Lots 10 and 11, Block Two, Preston Club The Classics, Phase Three, to the City of Sherman, Texas, do hereby dedicate the streets and easements shown hereon to the public use forever.

_____
Stephen Hearrell
Authorized Representative of Hearrell Enterprises, Inc

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared Stephen Hearrell, 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 _____, 2023.

_____
Notary Public, Grayson County, Texas

Sherman
CLASSIC TOWN. BROAD HORIZON.

This, the final plat of Replat of Lots 10 and 11, Block Two, Preston Club The Classics, Phase Three, to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2023, by the Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

This, the final plat of Replat of Lots 10 and 11, Block Two, Preston Club The Classics, Phase Three, to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2023, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: _____
MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing final plat of Replat of Lots 10 and 11, Block Two, Preston Club The Classics, Phase Three, to the City of Sherman, Texas, was submitted to the city council of Sherman, Texas, on the _____ day of _____, 2023, and that the City Council, by formal action, then and there accepted the dedication of all easements, and other public areas, as shown and set forth in and upon said plat; and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as here above subscribed.

CERTIFIED THIS _____ DAY OF _____, 2023, BY _____
CITY CLERK, CITY OF SHERMAN, TEXAS

Replat
Lot 10R, Block Two
Replat of Lots 10 & 11, Block Two of Preston Club The Classics, Phase Three
to the
City of Sherman, Texas
0.541 Acres
in the
Daniel Bickenback Survey, Abstract No. 128 & J.M. Thomas Survey, Abstract No. 1234

Job No. CGS301222

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owner:
Hearrell Enterprises, Inc
2008 Norwood Drive
Sherman, Texas 75092

X:\Shared Projects\Replat-Lots-10-and-11-Preston-Club-Phase-Three\Civil 3D\171-187-roberts-run.dwg Layout: Plat Plot Date Dec 13 22 Time: 1:48 PM

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

January 3, 2023

Hearrell Enterprises, Inc.
2008 Norwood Drive
Sherman, TX 75092

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

Dear Applicants,

The request for approval of the Replat of Lots 10 & 11, Block Two, Preston Club The Classics, Phase Three has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, January 10, 2023 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Simplify Plat Name. Plat name must not exceed 20 characters in length. Sub-labels, i.e. "being a replat of…" do not count in the total character limit.
2. Curve table not shown on plat. Correct appropriately. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
3. Metes and bounds must match drawing. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
4. Ghost previous lot lines on drawing. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
5. Create General Note stating Roberts Run is a private road which is owned and maintained by the HOA.
6. Water main extension in accordance with City criteria may be required to serve proposed Lot. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G)*
7. Wastewater main extension in accordance with City criteria may be required to serve proposed Lot. Wastewater capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
8. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
9. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*

10. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. 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
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 10.

Meeting Date: 01/10/2023

Prepared by: Lauren Marlow, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

* **171 AND 187 ROBERTS RUN**

The request of Hearrell Enterprises (Owner) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property located at 171 and 187 Roberts Run, being part of the Daniel Bickenback Survey, Abstract No 128 and the J.M. Thomas Survey, Abstract 1234, and also being a Replat of Lots 10 and 11, Block Two, Preston Club The Classics, Phase Three, consisting of 0.541 acres and currently zoned R-6 (Single-Family Residential) District, as follows:

Planning and Zoning Commission

Public Hearing and Replat of Lot 10R, Block Two, Preston Club The Classics, Phase Three

Background:

The property is located at 171 and 187 Roberts Run between Preston Club Drive and North State Highway 289 and is zoned R-6 (Single-Family Residential) District. The owner would like to plat the property into one lot for residential development.

Adjacent Zoning:

R-6 (Single-Family Residential) District
R-A (Residential Agricultural) District

Origination:

Hearrell Enterprises (Owner)
Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

Not Applicable.

Number of notices mailed:

31

Objections Received:
0

Development Review Meeting:
No

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 5.**

Meeting Date: 02/06/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Final Plat of Quail Run, Phase Two A, being 11.098 acres in the Elizabeth Jones Survey, Abstract No. 625 and the Jason Stamps Survey, Abstract No. 1115, and is currently zoned R-6 (Single-Family Residential) District; 300 Sherman LP, Owner and Preston Trail Land Surveying,Surveyor (4701-4801 Blocks Quail Run Road)

Issue:

To consider Final Plat of Quail Run, Phase Two A, being 11.098 acres in the Elizabeth Jones Survey, Abstract No. 625 and the Jason Stamps Survey, Abstract No. 1115, and is currently zoned R-6 (Single-Family Residential) District; 300 Sherman LP, Owner and Preston Trail Land Surveying,Surveyor (4701-4801 Blocks Quail Run Road)

Background:

The property is located in the 4701-4801 Blocks Quail Run Road between Friendship Road and Blackbird Drive and is zoned R-6 (Single-Family Residential) District. The owner would like to plat the property into 47 lots for residential development.

Origination:

300 Sherman LP (Owner)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

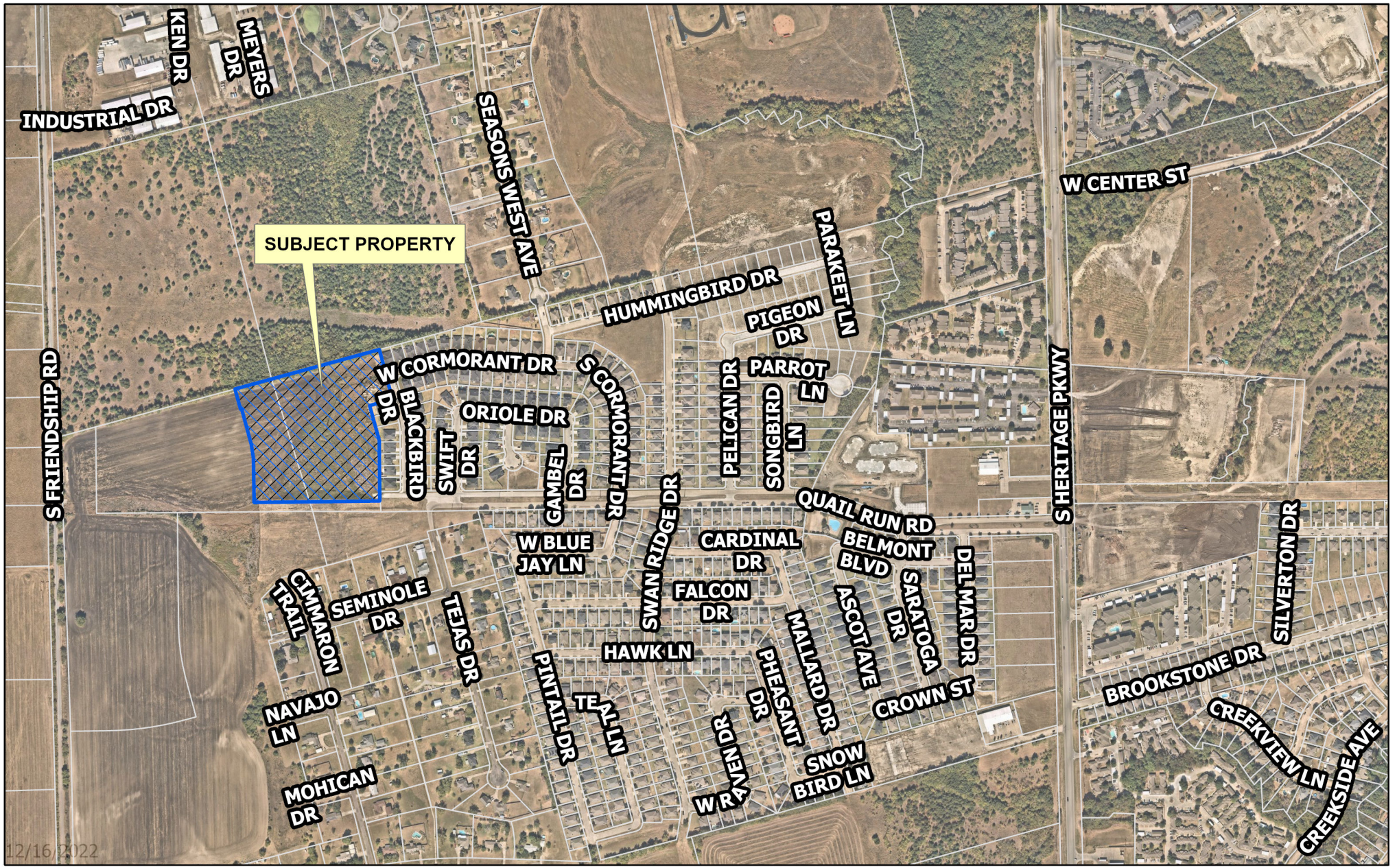
At the January 10, 2023 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
Land Description
Staff Review Letter
P & Z Communication



12/16/2022

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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

4701-4801 Blk Quail Run

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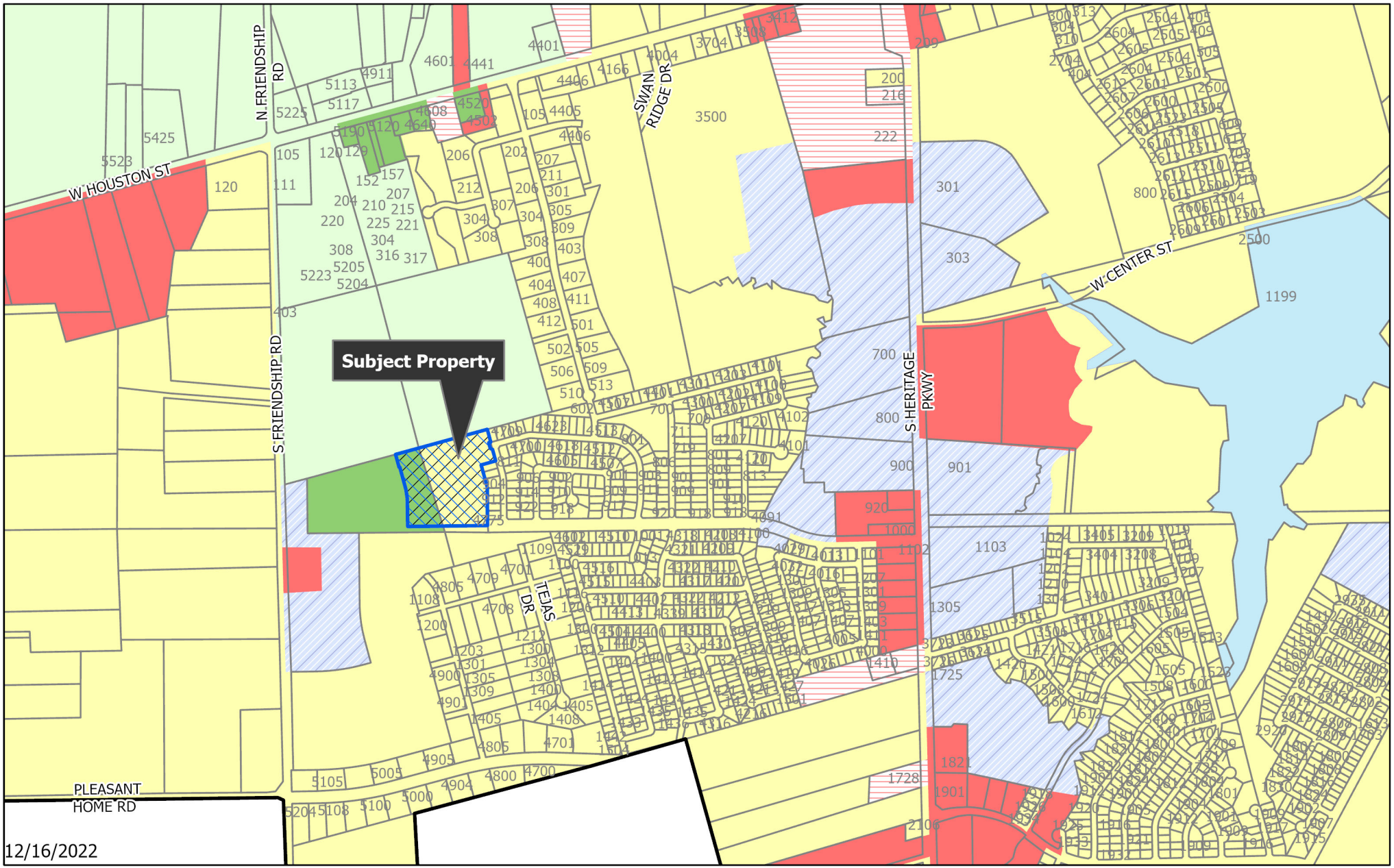
Date: 12/16/2022 8:48 AM

Scale: 1:8,272



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
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- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
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- MH Manufacturing Housing Distgrict
- 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
- Subject Locations
- Parcels
- City Limits

CITY OF SHERMAN
Zoning Location Map

4701-4801 Blk Quail Run

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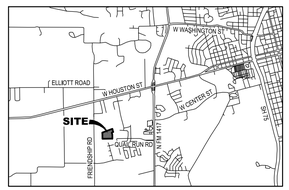
Scale: 1:13,000

Date: 12/16/2022 8:48 AM



VICINITY MAP
(NOT TO SCALE)

GENERAL NOTES:

1. 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for all lot corners unless otherwise specified.
2. Lot 17, Block E is to be owned and maintained by the HOA.

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.9998852517.

0 30 60
GRAPHIC SCALE IN FEET

LEGEND

●	FOUND MONUMENT
○	SET MONUMENT
IRSC	1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND W/PLASTIC CAP
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
VOL., PG.	VOLUME, PAGE
AC	ACRES
SF	SQUARE FOOT
U.E.	UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
———	BOUNDARY LINE
— — —	ADJOINER LINE
- - - - -	EASEMENT

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	177.23'	690.00'	14°43'02"	N 07°55'25" W	176.75'
C2	77.06'	300.00'	14°43'02"	N 07°55'25" W	76.85'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 45°33'54" W	21.21'
L2	S 44°26'06" W	21.21'
L3	N 45°33'54" W	21.21'
L4	S 44°26'06" W	21.21'
L5	S 60°16'56" E	21.21'
L6	N 29°43'04" E	21.21'
L7	S 60°16'56" E	21.21'
L8	N 29°43'04" E	21.21'
L9	S 60°16'56" E	21.21'
L10	S 60°16'56" E	28.16'
L11	N 29°43'04" E	28.28'

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

OWNER:
300 Sherman LP
11002 Scarsdale Blvd
Suite B
Houston, TX 77089
Contact: Do Nguyen

DEVELOPER:
300 Sherman LP
11002 Scarsdale Blvd
Suite B
Houston, TX 77089
Contact: Do Nguyen

ENGINEER:
GEES, Inc
c/o Allison Engineering Group
2415 N. Elm Street
Denton, TX 76201
Ph: 940-380-9453
Contact: Greg Edwards, P.E.

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
787 W FM 996
Pottsboro, TX 75076
Ph: 903-786-6029

FINAL PLAT
QUAIL RUN, PHASE TWO A
11.098 ACRES
JASON STAMPS SURVEY, ABSTRACT NO. 1115
ELIZABETH JONES SURVEY, ABSTRACT NO. 625
City of Sherman, Grayson County, Texas

Preston Trail LAND SURVEYING
787 W FM 996
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-786-6029

TBPLS Firm No.	Drawn by: LGT	Scale: 1"=60'	Project No. 17-0499.2A
10194175	Checked by: CRN	Date: 12/13/2022	Sheet No. 1 of 2

OWNER'S CERTIFICATE

WHEREAS 300 SHERMAN LP is the owner of all of **BEING** all of that certain tract or parcel of land situated in the Elizabeth Jones Survey, Abstract No. 625 and Jason Stamps Survey, Abstract No. 1115, City of Sherman, Grayson County, Texas, and being a part of a called 37.921 acre tract of land described as Tract Two in the deed to 300 Sherman LP, recorded in Instrument No. 2017-23892, Official Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" (hereinafter referred to as Capped Iron Rod) set for the northeast corner of the herein described tract of land, common to the northern-most northwest corner of Quail Run, Phase One, an addition to the City of Sherman, Grayson County, Texas, according to the plat thereof recorded in Instrument No. 2019-28, Plat Records, Grayson County, Texas, on the southerly line of a called 68.642 acre tract of land described in the deed to East Side Ventures Limited Partnership, recorded in Volume 5676, Page 606, said Official Records, and from which a 1/2-inch iron rod with a plastic cap stamped "PROLINE" bears North 74°39'46" East, a distance of 463.15 feet;

THENCE crossing said 37.921 acre tract, with the westerly line of said Quail Run, Phase One, the following Eight (8) courses:

1. South 15°16'56" East, a distance of 110.59 feet to a Capped Iron Rod set for corner;
2. South 74°43'04" West, a distance of 17.63 feet to a Capped Iron Rod set for corner;
3. South 15°16'56" East, a distance of 50.00 feet to a Capped Iron Rod set for corner;
4. South 60°16'56" East, a distance of 21.21 feet to a Capped Iron Rod set for corner;
5. South 15°16'56" East, a distance of 95.00 feet to a Capped Iron Rod set for corner;
6. South 74°43'04" West, a distance of 125.00 feet to a Capped Iron Rod set for corner;
7. South 15°16'56" East, a distance of 187.80 feet to a Capped Iron Rod set for corner;
8. South 00°33'54" East, a distance of 317.02 feet to a Capped Iron Rod set for the southeast corner of the herein described tract of land, and on the southerly line of said 37.921 acre tract;

THENCE South 89°26'06" West, with the southerly line of said 37.921 acre tract, and with the northerly line of a called 37.811 acre tract of land described as Tract One in the deed to 300 Sherman, LP, recorded in Instrument No. 2017-23892 part of the way, a distance of 654.83 feet to a Capped Iron Road set for the southwest corner of the herein described tract of land;

THENCE in a northerly direction, crossing said 37.921 acre tract, the following Five (5) courses:

1. North 00°33'54" West, a distance of 233.73 feet to a Capped Iron Rod set for corner;
2. North 09°35'59" West, a distance of 71.39 feet to a Capped Iron Rod set for corner;
3. North 15°16'56" West, a distance of 190.96 feet to a Capped Iron Rod set for corner;
4. North 74°43'04" West, a distance of 4.93 feet to a Capped Iron Rod set for corner;
5. North 15°16'56" West, a distance of 110.50 feet to a Capped Iron Rod set for the northwest corner of the herein described tract of land, on the northerly line of said 37.921 acre tract, and on the southerly of aforesaid 68.642 acre tract;

THENCE North 74°53'13" East, with the northerly line of said 37.921 acre tract, and with the southerly line of said 68.642 acre tract, a distance of 167.86 feet to a 1/2-inch iron rod found for corner;

THENCE North 74°39'46" East, continuing the northerly line of said 37.921 acre tract, and the southerly line of said 68.642 acre tract, a distance of 612.14 feet to the POINT OF BEGINNING and enclosing 11.098 acres (483,441 square feet) of land, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That **300 SHERMAN LP**, does hereby adopt this plat designating the hereinbefore described property as **QUAIL RUN PHASE TWO A**, an Addition to the City of Sherman, Grayson County, Texas, and does hereby dedicate to the public use forever all streets, rights-of-way, alleys and easements shown thereon. The City or any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and the City or any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Sherman, Texas.

By: _____
Kelvin Hoang, Partner

STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Kelvin Hoang, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ___ DAY OF _____, 20_____.

_____
Notary Public in and for the State of Texas

CITY COUNCIL CERTIFICATE OF ACCEPTANCE

Accepted by the City Council of the City of Sherman, Texas:

_____ _____
Mayor, City of Sherman, Texas Date

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

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

_____
Clerk, City of Sherman, Texas

PLANNING AND ZONING COMMISSION CERTIFICATE OF ACCEPTANCE

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

_____ _____
Chairman Secretary

SURVEYORS CERTIFICATE

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground and that all monuments shown hereon actually actually exist and that their location, size, and material are correctly shown.

_____
Chris R. Noah Date
Registered Professional Land Surveyor No. 6585

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

FLOOD STATEMENT:
I have examined the F.E.M.A. Flood Insurance Rate Map for Grayson County, Texas, Community Number 485509, effective date 09/29/2010 and that map indicates that this property is within "Non-shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood" as shown on Panel 0400 F of said map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, on rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

OWNER:
300 Sherman LP
11002 Scarsdale Blvd
Suite B
Houston, TX 77089
Contact: Do Nguyen

DEVELOPER:
300 Sherman LP
11002 Scarsdale Blvd
Suite B
Houston, TX 77089
Contact: Do Nguyen

ENGINEER:
GEES, Inc
c/o Allison Engineering Group
2415 N. Elm Street
Denton, TX 76201
Ph: 940-380-9453
Contact: Greg Edwards, P.E.

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
787 W FM 996
Pottsboro, TX 75076
Ph: 903-786-6029

FINAL PLAT
QUAIL RUN, PHASE TWO A
11.098 ACRES
JASON STAMPS SURVEY, ABSTRACT NO. 1115
ELIZABETH JONES SURVEY, ABSTRACT NO. 625
City of Sherman, Grayson County, Texas

Preston Trail LAND SURVEYING
787 W FM 996
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-786-6029

TBPLS Firm No.	Drawn by: LGT	Scale: 1"=60'	Project No. 17-0499.2A
10194175	Checked by: CRN	Date: 12/13/2022	Sheet No. 2 of 2

BEING all of that certain tract or parcel of land situated in the Elizabeth Jones Survey, Abstract No. 625 and Jason Stamps Survey, Abstract No. 1115, City of Sherman, Grayson County, Texas, and being a part of a called 37.921 acre tract of land described as Tract Two in the deed to 300 Sherman LP, recorded in Instrument No. 2017-23892, Official Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" (hereinafter referred to as Capped Iron Rod) set for the northeast corner of the herein described tract of land, common to the northern-most northwest corner of Quail Run, Phase One, an addition to the City of Sherman, Grayson County, Texas, according to the plat thereof recorded in Instrument No. 2019-28, Plat Records, Grayson County, Texas, on the southerly line of a called 68.642 acre tract of land described in the deed to East Side Ventures Limited Partnership, recorded in Volume 5676, Page 606, said Official Records, and from which a 1/2-inch iron rod with a plastic cap stamped "PROLINE" bears North 74°39'46" East, a distance of 463.15 feet;

THENCE crossing said 37.921 acre tract, with the westerly line of said Quail Run, Phase One, the following Eight (8) courses:

1. South 15°16'56" East, a distance of 110.59 feet to a Capped Iron Rod set for corner;
2. South 74°43'04" West, a distance of 17.63 feet to a Capped Iron Rod set for corner;
3. South 15°16'56" East, a distance of 50.00 feet to a Capped Iron Rod set for corner;
4. South 60°16'56" East, a distance of 21.21 feet to a Capped Iron Rod set for corner;
5. South 15°16'56" East, a distance of 95.00 feet to a Capped Iron Rod set for corner;
6. South 74°43'04" West, a distance of 125.00 feet to a Capped Iron Rod set for corner;
7. South 15°16'56" East, a distance of 187.80 feet to a Capped Iron Rod set for corner;
8. South 00°33'54" East, a distance of 317.02 feet to a Capped Iron Rod set for the southeast corner of the herein described tract of land, and on the southerly line of said 37.921 acre tract;

THENCE South 89°26'06" West, with the southerly line of said 37.921 acre tract, and with the northerly line of a called 37.811 acre tract of land described as Tract One in the deed to 300 Sherman, LP, recorded in Instrument No. 2017-23892 part of the way, a distance of 654.83 feet to a Capped Iron Road set for the southwest corner of the herein described tract of land;

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2. North 09°35'59" West, a distance of 71.39 feet to a Capped Iron Rod set for corner;
3. North 15°16'56" West, a distance of 190.96 feet to a Capped Iron Rod set for corner;
4. South 74°43'04" West, a distance of 4.93 feet to a Capped Iron Rod set for corner;
5. North 15°16'56" West, a distance of 110.50 feet to a Capped Iron Rod set for the northwest corner of the herein described tract of land, on the northerly line of said 37.921 acre tract, and on the southerly of aforesaid 68.642 acre tract;

THENCE North 74°53'13" East, with the northerly line of said 37.921 acre tract, and with the southerly line of said 68.642 acre tract, a distance of 167.86 feet to a 1/2-inch iron rod found for corner;

THENCE North 74°39’46” East, continuing the northerly line of said 37.921 acre tract, and the southerly line of said 68.642 acre tract, a distance of 612.14 feet to the POINT OF BEGINNING and enclosing 11.098 acres (483,441 square feet) of land, more or less.

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

January 3, 2023

Attn: Do Nguyen
300 Sherman, LP
11002 Scarsdale Blvd., Ste. B
Houston, TX 77089

Attn: Greg Edwards
Gees, Inc.

c/o Allison Engineering Group
2415 N. Elm St.
Denton, TX 76201

Preston Trail Land Surveying, LLC
787 W. FM 996
Pottsboro, TX 75076

Dear Applicants,

The request for approval of the Final Plat of Quail Run, Phase Two A has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, January 10, 2023 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. Utility Easement south of Lot 1, Block F to be shown as a Wastewater Easement on plat drawing. Show Instrument information for said Wastewater Easement on drawing.
3. Water main must be extended in accordance with City criteria to serve proposed Lot. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G)*
4. 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).*
5. 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.*
6. Three Party Agreement required for Public Infrastructure.
7. Privately owned and maintained detention and Open Space in Lot 17, Block E to be shown as "Private Drainage Easement and Open Space" on drawing and in General Notes No. 2. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I); Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
8. Proposed street names must be approved by the City of Sherman Development Services Department prior to filing the plat. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(B)(1)(h)*

9. Graphically show proposed back of curb on drawing.
10. 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.
11. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
12. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
13. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. 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
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 11.

Meeting Date: 01/10/2023

Prepared by: Lauren Marlow, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

* **4701-4801 BLOCKS QUAIL RUN ROAD**

The request of 300 Sherman LP (Owner) and Preston Trail Land Surveying (Surveyor) concerning the property located in the 4701-4801 Blocks Quail Run Road, being 11.098 acres in the Elizabeth Jones Survey, Abstract No. 625 and the Jason Stamps Survey, Abstract No. 1115, and is currently zoned R-6 (Single-Family Residential) District, as follows:

Planning and Zoning Commission

Final Plat of Quail Run, Phase Two A.

Background:

The property is located in the 4701-4801 Blocks Quail Run Road between Friendship Road and Blackbird Drive and is zoned R-6 (Single-Family Residential) District. The owner would like to plat the property into 47 lots for residential development.

Adjacent Zoning:

R-6 (Single-Family Residential) District
R-A (Residential Agricultural)

Origination:

300 Sherman LP (Owner)
Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

Not Applicable.

Number of notices mailed:

Not Required.

Objections Received:
0

Development Review Meeting:
No

Attachments

Location Map
Zoning Map
Final Plat
Land Description
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 6.**

Meeting Date: 02/06/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Final Plat of Quail Run, Phase Two B, being 9.331 acres in the Jason Stamps Survey, Abstract No. 1115, and is currently zoned R-6 (Single-Family Residential) District; 300 Sherman LP, Owner and Preston Trail Land Surveying, Surveyor (4901-5201 Blocks Quail Run Road)

Issue:

To consider Final Plat of Quail Run, Phase Two B, being 9.331 acres in the Jason Stamps Survey, Abstract No. 1115, and is currently zoned R-6 (Single-Family Residential) District; 300 Sherman LP, Owner and Preston Trail Land Surveying, Surveyor (4901-5201 Blocks Quail Run Road)

Background:

The property is located at 4901-5201 Blocks Quail Run Road between Friendship Road and Blackbird Drive and is zoned R-6 (Single-Family Residential) District. The owner would like to plat the property into 38 lots for residential development.

Origination:

300 Sherman LP (Owner)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

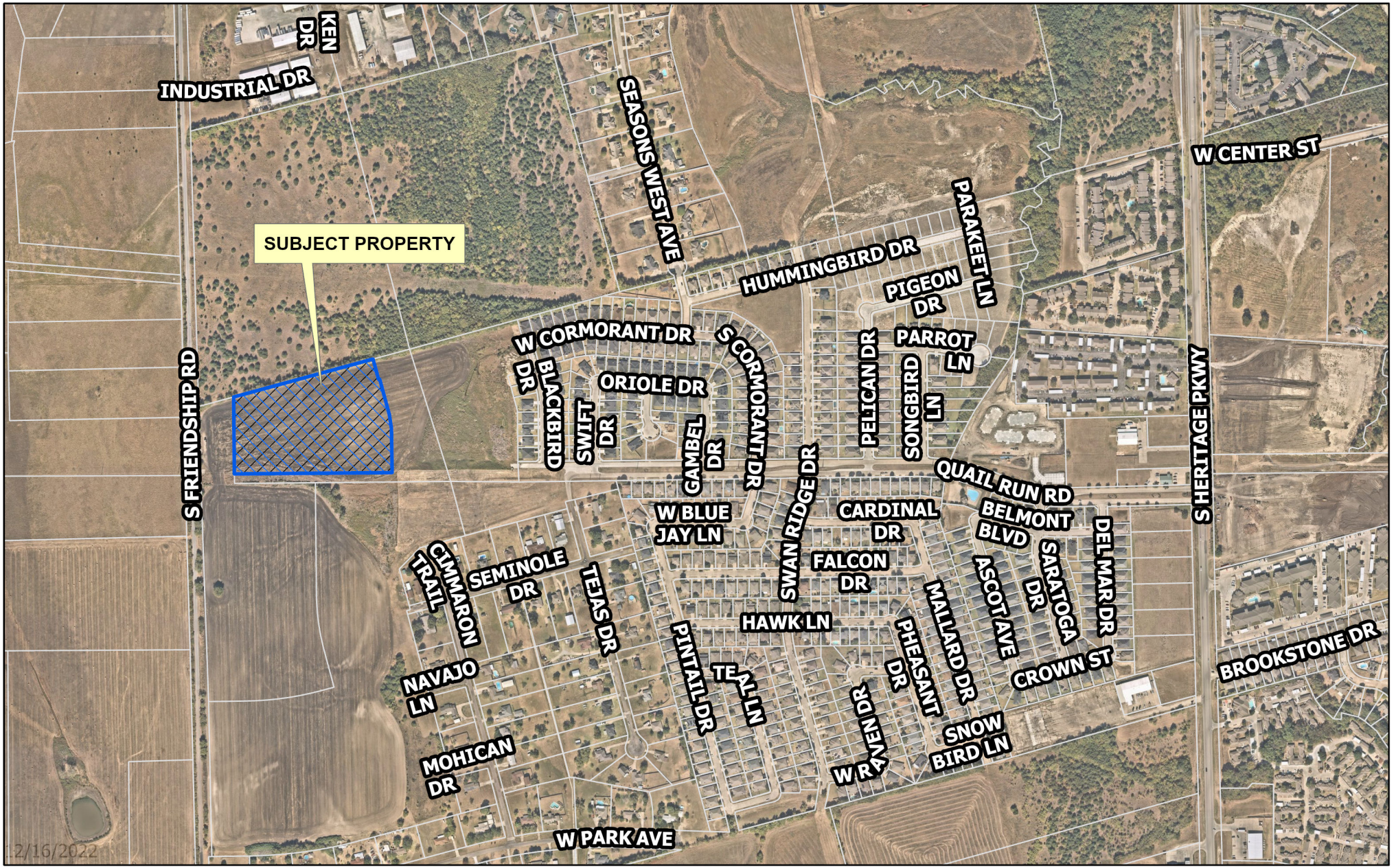
At the January 10, 2023 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
Land Description
Staff Review Letter
P & Z Communication



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

4901-5201 Blk Quail Run

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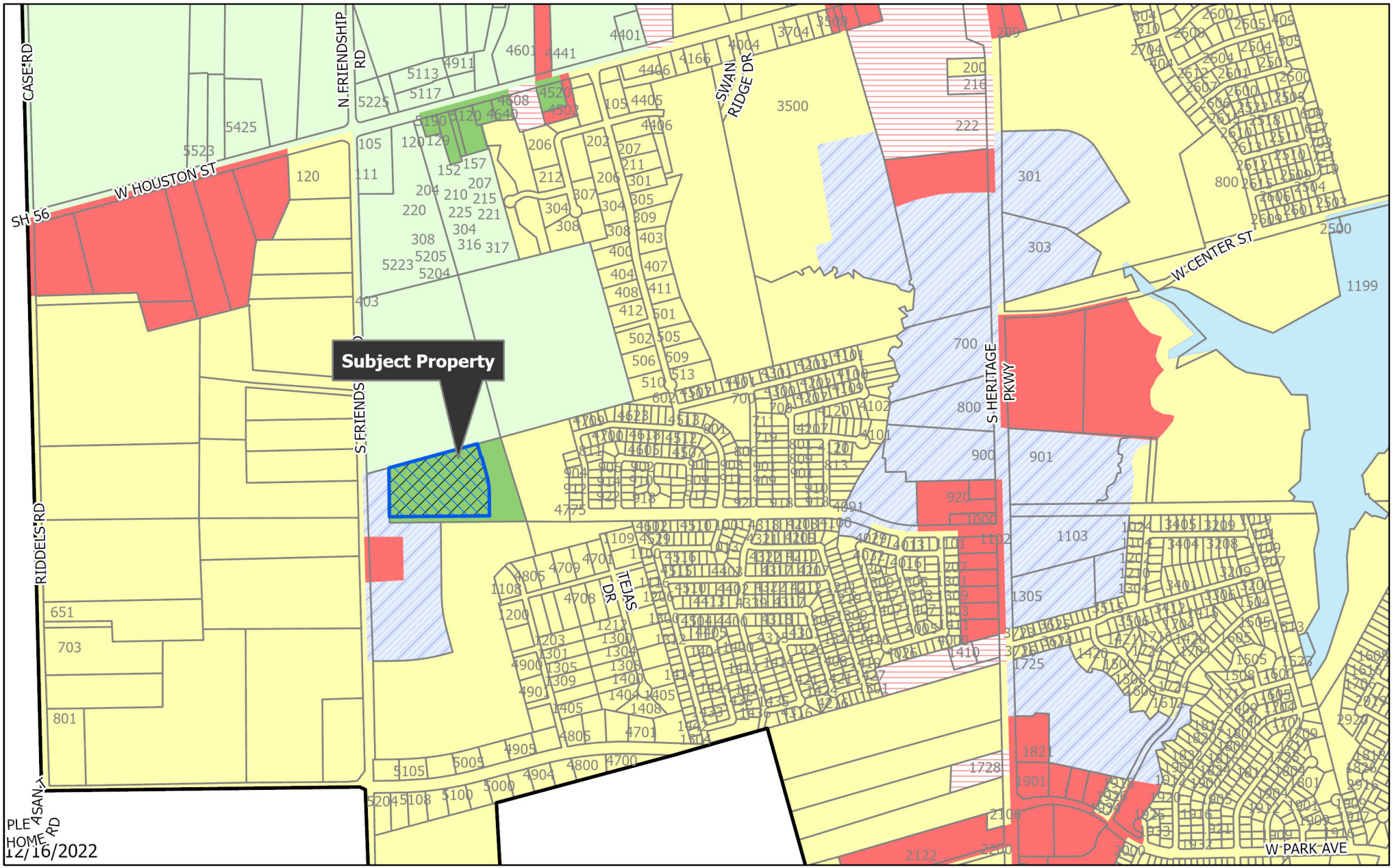
Date: 12/16/2022 8:48 AM

Scale: 1:8,272



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- 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 Distgrict
- 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
- Subject Locations
- Parcels
- City Limits

CITY OF SHERMAN
Zoning Location Map

4901-5201 Blk Quail Run

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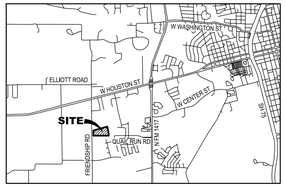
Scale: 1:13,000

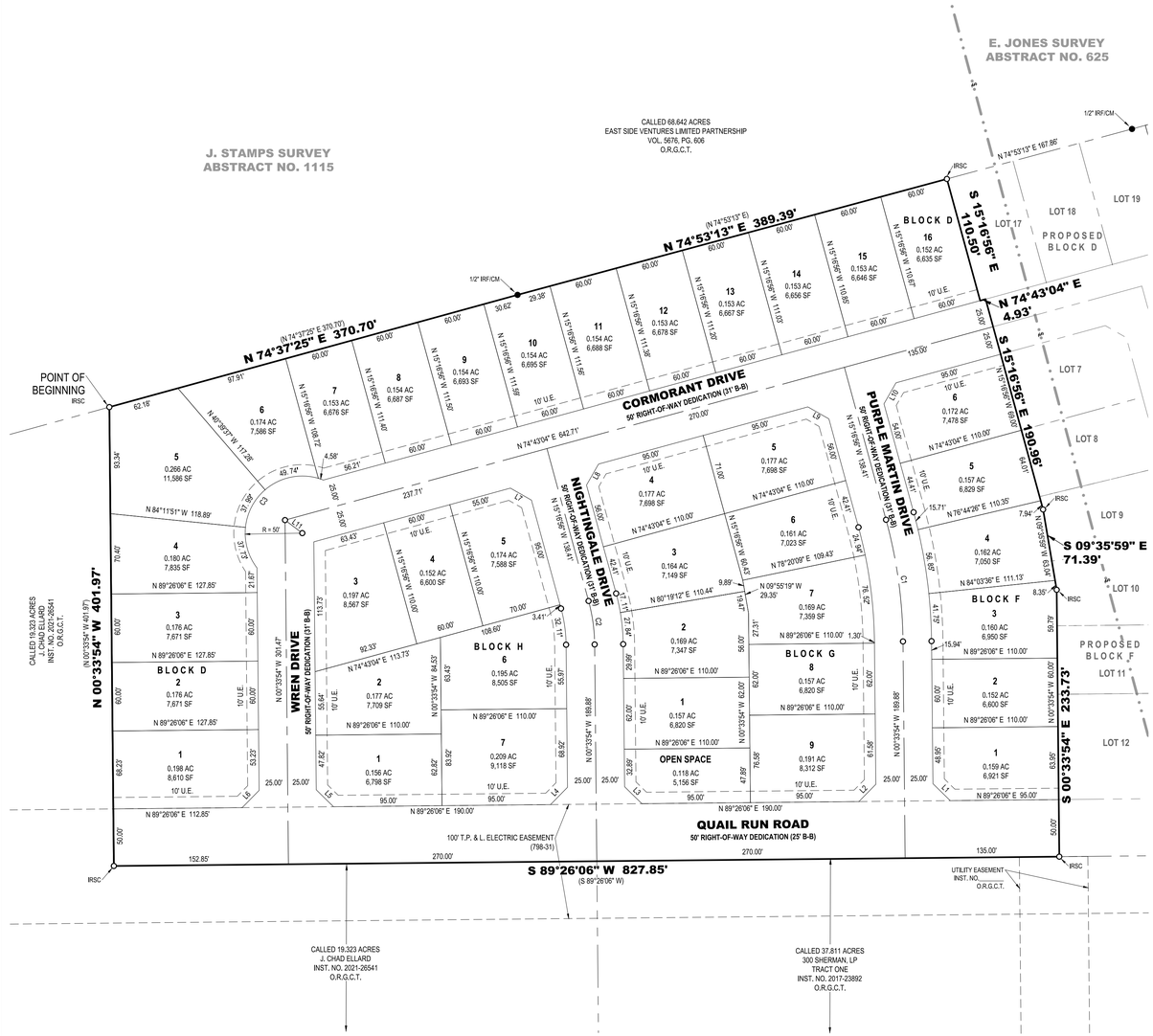
Date: 12/16/2022 8:48 AM



VICINITY MAP
(NOT TO SCALE)

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	107.88'	420.00'	14°43'02"	N 07°55'25" W	107.59'
C2	38.53'	150.00'	14°43'02"	N 07°55'25" W	38.42'
C3	130.05'	50.00'	149°01'22"	N 37°04'35" E	96.37'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 45°33'54" W	21.21'
L2	S 44°26'06" W	21.21'
L3	N 45°33'54" W	21.21'
L4	S 44°26'06" W	21.21'
L5	N 45°33'54" W	21.21'
L6	S 44°26'06" W	21.21'
L7	S 60°16'56" E	21.21'
L8	N 29°43'04" E	21.21'
L9	S 60°16'56" E	21.21'
L10	N 29°43'04" E	21.21'
L11	S 52°55'25" E	18.94'



LEGEND

●	FOUND MONUMENT
○	SET MONUMENT
IRSC	1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND W/PLASTIC CAP
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
VOL., PG.	VOLUME, PAGE
AC	ACRES
SF	SQUARE FOOT
U.E.	UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
———	BOUNDARY LINE
- - - - -	ADJOINER LINE
- - - - -	EASEMENT

GENERAL NOTES:

1. 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for all lot corners unless otherwise specified.

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202). North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.9998852517.

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

OWNER:
300 Sherman LP
11002 Scarsdale Blvd
Suite B
Houston, TX 77089
Contact: Do Nguyen

DEVELOPER:
300 Sherman LP
11002 Scarsdale Blvd
Suite B
Houston, TX 77089
Contact: Do Nguyen

ENGINEER:
GEES, Inc
c/o Allison Engineering Group
2415 N. Elm Street
Denton, TX 76201
Ph: 940-380-9453
Contact: Greg Edwards, P.E.

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
787 W FM 996
Pottsboro, TX 75076
Ph: 903-786-6029

FINAL PLAT
QUAIL RUN, PHASE TWO B
9.331 ACRES
JASON STAMPS SURVEY, ABSTRACT NO. 1115
City of Sherman, Grayson County, Texas

Preston Trail LAND SURVEYING
787 W FM 996
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-786-6029

TBPLS Firm No.	Drawn by: LGT Checked by: CRN	Scale: 1"=60' Date: 12/13/2022	Project No. 17-0499.2B Sheet No. 1 of 2
10194175			

OWNER'S CERTIFICATE

WHEREAS 300 SHERMAN LP is the owner of all of that certain tract or parcel of land situated in the Jason Stamps Survey, Abstract No. 1115, City of Sherman, Grayson County, Texas, and being a part of a called 37.921 acre tract of land described as Tract Two in the deed to 300 Sherman LP, recorded in Instrument No. 2017-23892, Official Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" (hereinafter referred to as Capped Iron Rod) set for the northwest corner of said 37.921 acre tract, common to the northern-most northeast corner of a called 19.323 acre tract of land described in the deed to J. Chad Ellard, recorded in Instrument No. 2021-26541, said Official Records, on the southerly line of a called 68.642 acre tract of land described in the deed to East Side Ventures Limited Partnership, recorded in Volume 5676, Page 606, said Official Records;

THENCE North 74°37'25" East, with the northerly line of said 37.921 acre tract and with the southerly line of said 68.642 acre tract, a distance of 370.70 feet to a 1/2-inch iron rod found for corner;

THENCE North 74°53'13" East, continuing the northerly line of said 37.921 acre tract, and the southerly line of said 68.642 acre tract, a distance of 389.39 feet to Capped Iron rod set for the northeast corner of the herein described tract of land;

THENCE in a southerly direction, crossing said 37.921 acre tract, the following Five (5) courses:

1. South 15°16'56" East, a distance of 110.50 feet to a Capped Iron Rod set for corner;
2. North 74°43'04" East, a distance of 4.93 feet to a Capped Iron Rod set for corner;
3. South 15°16'56" East, a distance of 190.96 feet to a Capped Iron Rod set for corner;
4. South 09°35'59" East, a distance of 71.39 feet to a Capped Iron Rod set for corner;
5. South 00°33'54" East, a distance of 233.73 feet to a Capped Iron Rod set for corner, on the southerly line of said 37.921acre tract, on the northerly line of a called 37.811 acre tract of land described in the deed to 300 Sherman, LP, recorded in instrument No. 2017-23892, said Official Records;

THENCE South 89°26'06" West, with the southerly line of said 37.921 acre tract, and with the northerly line of said 37.811 acre tract part of the way, and with a southerly line of aforesaid 19.323 acre tract, a distance of 827.85 feet to a Capped Iron Rod set for the southwest corner of said 37.921 acre tract, common to a re-entrant corner on a southerly line of said 19.323 acre tract;

THENCE North 00°33'54" West, with the westerly line of said 37.921 acre tract, and with an easterly line of said 19.323 acre tract, a distance of 401.97 feet to the POINT OF BEGINNING and enclosing 9.331 acres (406,465 square feet) of land, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That **300 SHERMAN LP**, does hereby adopt this plat designating the hereinbefore described property as **QUAIL RUN PHASE TWO B**, an Addition to the City of Sherman, Grayson County, Texas, and does hereby dedicate to the public use forever all streets, rights-of-way, alleys and easements shown thereon. The City or any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and the City or any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Sherman, Texas.

By: _____
Kelvin Hoang, Partner

STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Kelvin Hoang, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 20_____.

_____
Notary Public in and for the State of Texas

CITY COUNCIL CERTIFICATE OF ACCEPTANCE

Accepted by the City Council of the City of Sherman, Texas:

_____ _____ _____
Mayor, City of Sherman, Texas Date

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

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

_____
Clerk, City of Sherman, Texas

PLANNING AND ZONING COMMISSION CERTIFICATE OF ACCEPTANCE

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

_____ _____ _____
Chairman Secretary

SURVEYORS CERTIFICATE

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground and that all monuments shown hereon actually actually exist and that their location, size, and material are correctly shown.

_____
Chris R. Noah Date
Registered Professional Land Surveyor No. 6585

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

FLOOD STATEMENT:
I have examined the F.E.M.A. Flood Insurance Rate Map for Grayson County, Texas, Community Number 485509, effective date 09/29/2010 and that map indicates that this property is within "Non-shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood" as shown on Panel 0400 F of said map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, on rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

OWNER:
300 Sherman LP
11002 Scarsdale Blvd
Suite B
Houston, TX 77089
Contact: Do Nguyen

DEVELOPER:
300 Sherman LP
11002 Scarsdale Blvd
Suite B
Houston, TX 77089
Contact: Do Nguyen

ENGINEER:
GEES, Inc
c/o Allison Engineering Group
2415 N. Elm Street
Denton, TX 76201
Ph: 940-380-9453
Contact: Greg Edwards, P.E.

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
787 W FM 996
Pottsboro, TX 75076
Ph: 903-786-6029

FINAL PLAT
QUAIL RUN, PHASE TWO B
9.331 ACRES
JASON STAMPS SURVEY, ABSTRACT NO. 1115
City of Sherman, Grayson County, Texas

Preston Trail LAND SURVEYING
787 W FM 996
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-786-6029

TBPLS Firm No.	Drawn by: LGT Checked by: CRN	Scale: 1"=60' Date: 12/13/2022	Project No. 17-0499.2B Sheet No. 2 of 2
10194175			

BEING all of that certain tract or parcel of land situated in the Jason Stamps Survey, Abstract No. 1115, City of Sherman, Grayson County, Texas, and being a part of a called 37.921 acre tract of land described as Tract Two in the deed to 300 Sherman LP, recorded in Instrument No. 2017-23892, Official Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" (hereinafter referred to as Capped Iron Rod) set for the northwest corner of said 37.921 acre tract, common to the northern-most northeast corner of a called 19.323 acre tract of land described in the deed to J. Chad Ellard, recorded in Instrument No. 2021-26541, said Official Records, on the southerly line of a called 68.642 acre tract of land described in the deed to East Side Ventures Limited Partnership, recorded in Volume 5676, Page 606, said Official Records;

THENCE North 74°37'25" East, with the northerly line of said 37.921 acre tract and with the southerly line of said 68.642 acre tract, a distance of 370.70 feet to a 1/2-inch iron rod found for corner;

THENCE North 74°53'13" East, continuing the northerly line of said 37.921 acre tract, and the southerly line of said 68.642 acre tract, a distance of 389.39 feet to Capped Iron rod set for the northeast corner of the herein described tract of land;

THENCE in a southerly direction, crossing said 37.921 acre tract, the following Five (5) courses:

1. South 15°16'56" East, a distance of 110.50 feet to a Capped Iron Rod set for corner;
2. North 74°43'04" East, a distance of 4.93 feet to a Capped Iron Rod set for corner;
3. South 15°16'56" East, a distance of 190.96 feet to a Capped Iron Rod set for corner;
4. South 09°35'59" East, a distance of 71.39 feet to a Capped Iron Rod set for corner;
5. South 00°33'54" East, a distance of 233.73 feet to a Capped Iron Rod set for corner, on the southerly line of said 37.921 acre tract, on the northerly line of a called 37.811 acre tract of land described in the deed to 300 Sherman, LP, recorded in instrument No. 2017-23892, said Official Records;

THENCE South 89°26'06" West, with the southerly line of said 37.921 acre tract, and with the northerly line of said 37.811 acre tract part of the way, and with a southerly line of aforesaid 19.323 acre tract, a distance of 827.85 feet to a Capped Iron Rod set for the southwest corner of said 37.921 acre tract, common to a re-entrant corner on a southerly line of said 19.323 acre tract;

THENCE North 00°33'54" West, with the westerly line of said 37.921 acre tract, and with an easterly line of said 19.323 acre tract, a distance of 401.97 feet to the POINT OF BEGINNING and enclosing 9.331 acres (406,465 square feet) of land, more or less.

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

January 3, 2023

Attn: Do Nguyen
300 Sherman, LP
11002 Scarsdale Blvd., Ste. B
Houston, TX 77089

Attn: Greg Edwards
Gees, Inc.

c/o Allison Engineering Group
2415 N. Elm St.
Denton, TX 76201

Preston Trail Land Surveying, LLC
787 W. FM 996
Pottsboro, TX 75076

Dear Applicants,

The request for approval of the Final Plat of Quail Run, Phase Two B has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, January 10, 2023 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. Open Space south of Lot 1, Block G to be assigned a Lot Number and be shown as being owned and maintained by the HOA on drawing and in General Notes.
3. Utility Easement south of Lot 1, Block F to be shown as a Wastewater Easement on plat drawing. Show Instrument information for said Wastewater Easement on drawing.
4. Water main must be extended in accordance with City criteria to serve proposed Lot. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G)*
5. 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).*
6. 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.*
7. Three Party Agreement required for Public Infrastructure.
8. Proposed street names must be approved by the City of Sherman Development Services Department prior to filing the plat. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(B)(1)(h)*
9. Graphically show proposed back of curb on drawing.

10. 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.
11. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
12. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
13. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. 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
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 12.

Meeting Date: 01/10/2023

Prepared by: Lauren Marlow, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

* **4901-5201 BLOCKS QUAIL RUN ROAD #22-004488**

The request of 300 Sherman LP (Owner) and Preston Trail Land Surveying (Surveyor) concerning the property located in the 4901-5201 Blocks Quail Run Road, being 9.331 acres in the Jason Stamps Survey, Abstract No. 1115, and is currently zoned R-6 (Single-Family Residential) District, as follows:

Planning and Zoning Commission

Final Plat of Quail Run, Phase Two B.

Background:

The property is located at 4901-5201 Blocks Quail Run Road between Friendship Road and Blackbird Drive and is zoned R-6 (Single-Family Residential) District. The owner would like to plat the property into 38 lots for residential development.

Adjacent Zoning:

R-6 (Single-Family Residential) District
MF-30 (Multi-Family Residential) District
R-A (Residential Agricultural)

Origination:

300 Sherman LP (Owner)
Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

Not Applicable.

Number of notices mailed:

Not Required.

Objections Received:
0

Development Review Meeting:
No

Attachments

Location Map
Zoning Map
Final Plat
Land Description
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 7.**

Meeting Date: 02/06/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Final Plat of Westmoor Phase 1, being 26.424 acres in the Elizabeth Jones Survey, Abstract No. 625, and is currently zoned R-6 (Single-Family Residential) District; W.W. Collins Holdings, L.P., Owner and Kimley-Horn, Surveyor (2100 Block West Houston Street)

Issue:

To consider Final Plat of Westmoor Phase 1, being 26.424 acres in the Elizabeth Jones Survey, Abstract No. 625, and is currently zoned R-6 (Single-Family Residential) District; W.W. Collins Holdings, L.P., Owner and Kimley-Horn, Surveyor (2100 Block West Houston Street)

Background:

The property is located in the 2100 Block West Houston Street between Baker Park and Binkley Park Drives and is zoned R-6 (One Family Residential) District. The owner would like to plat the property into 128 residential lots.

Origination:

W.W. Collins Holdings, L.P. (Owner)
Kimley-Horn (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the January 10, 2023 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
Staff Review Letter
P & Z Communication

dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

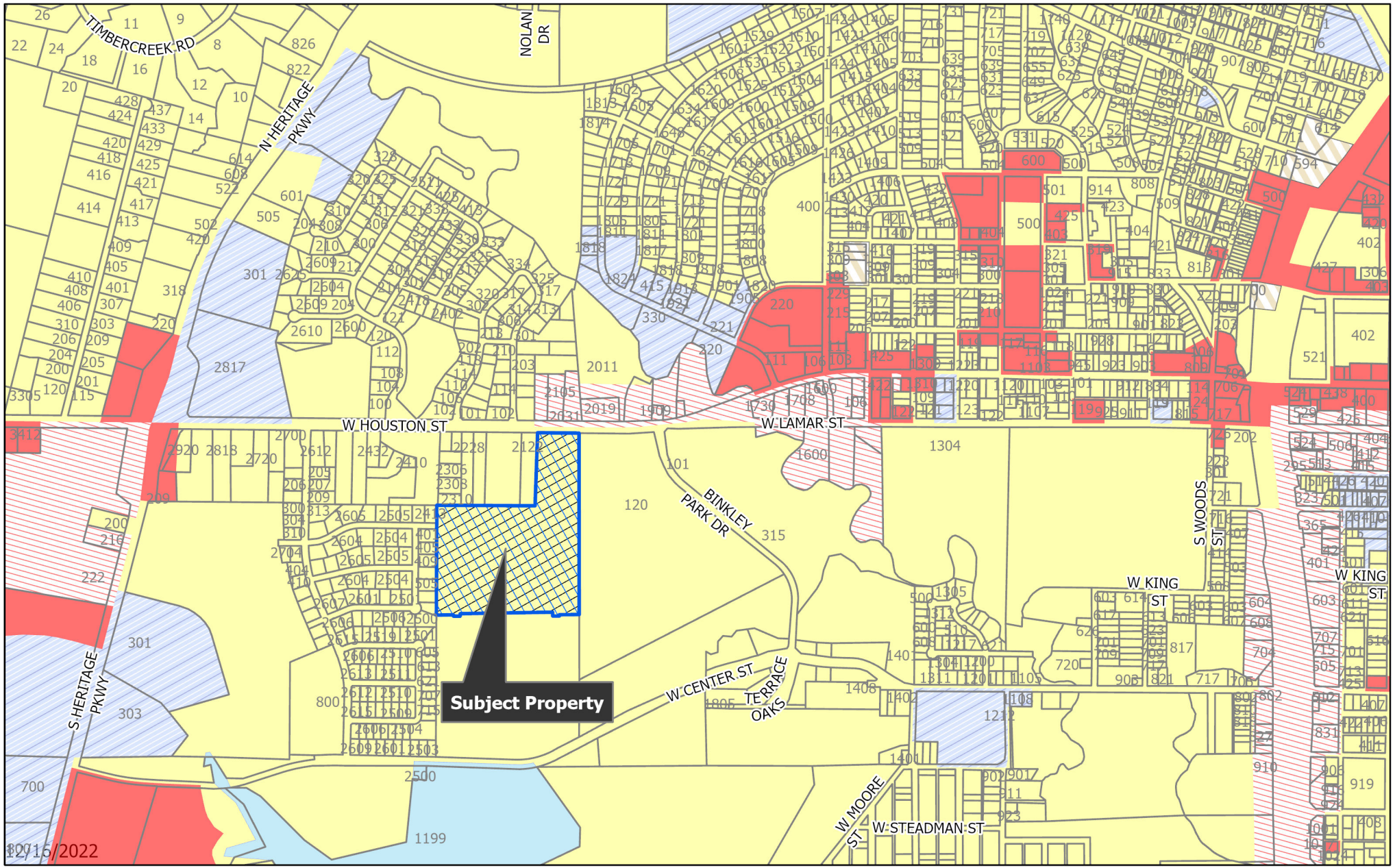
CITY OF SHERMAN

2100 Blk W Houston
Westmoor Phase 1

N
W E
S

Date: 12/16/2022 8:48 AM

Scale: 1:6,853



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- 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 Distgrict
- 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
- Subject Locations
- Parcels
- City Limits

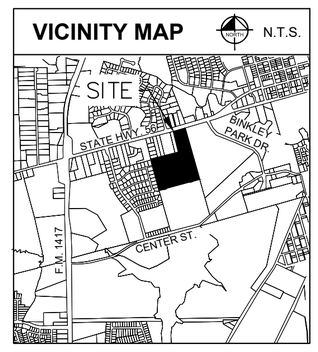
CITY OF SHERMAN
Zoning Location Map

2100 Blk W Houston
Westmoor Phase 1

N W E S

Scale: 1:13,000

Date: 12/16/2022 8:48 AM



GRAPHIC SCALE IN FEET

150 0 75 150 300

1" = 150' @ 24X36

FINAL PLAT

WESTMOOR PHASE 1

BLOCK A, LOTS 1X, 2-32, 33X & 34-46;
BLOCK B, LOTS 1-28;
BLOCK C, LOTS 1-28;
BLOCK D, LOTS 1-14;
BLOCK E, LOTS 1X & 2-15;

128 RESIDENTIAL LOTS
3 HOA LOTS

26.424 ACRES SITUATED IN THE
ELIZABETH JONES SURVEY, ABSTRACT NO. 625,
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

LEGEND

———	BOUNDARY LINE
— — — —	EASEMENT LINE
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND WITH CAP
IRSC	IRON ROD SET WITH CAP
INST. NO.	INSTRUMENT NUMBER
NTS	NOT TO SCALE
FND.	FOUND
P.R.G.C.T.	PLAT RECORDS OF GRAYSON COUNTY, TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS
XS	"X" CUT IN CONCRETE SET
XF	"X" CUT IN CONCRETE FOUND
P.O.B.	POINT OF BEGINNING
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
S.W.E.	SIDE WALK EASEMENT
U.E.	UTILITY EASEMENT
F.A.U.E.	FIRE LANE, ACCESS, AND UTILITY EASEMENT
W.E.	WATER EASEMENT
A.E.	ACCESS EASEMENT
E.E.	ELECTRIC EASEMENT

NOTES:

1. All corners are a 5/8-inch iron rod with plastic cap stamped "KHA" set, unless otherwise noted.
2. Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. Distances shown are Surface values. To obtain Grid values, multiply the distance by the Project Combined Scale Factor (PCF) of 0.999890661049.
3. Block A, Lot 1X, Block A, Lot 33X & Block E, Lot 1X, are owned and maintained by the HOA

FLOOD STATEMENT: According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48181C0270F, for Grayson County, Texas and incorporated areas, dated September 29, 2010, this property is located within:

Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain"

If this site 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 flood statement shall not create liability on the part of the surveyor.

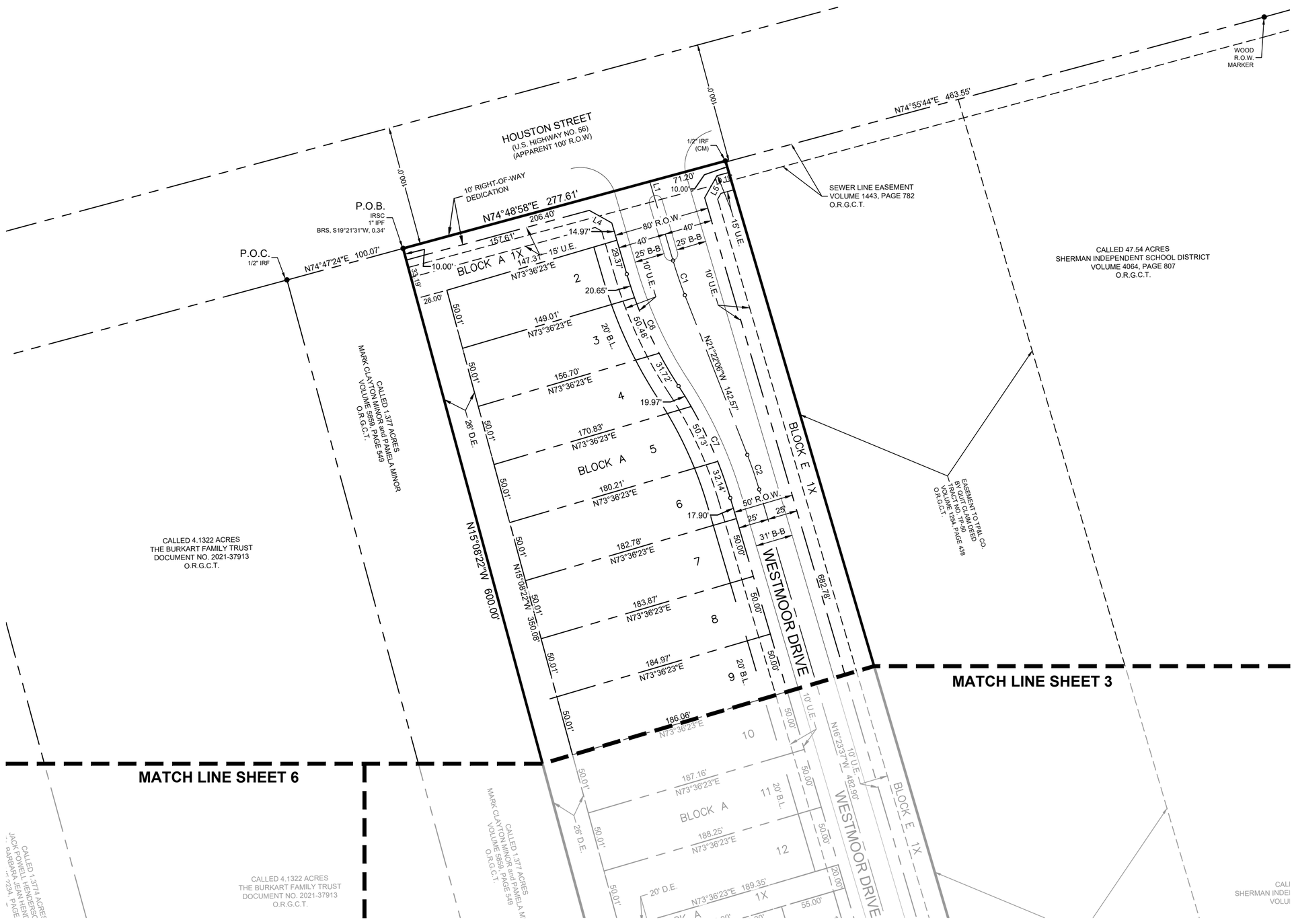
SEE SHEET No. 5 FOR LINE & CURVE TABLES

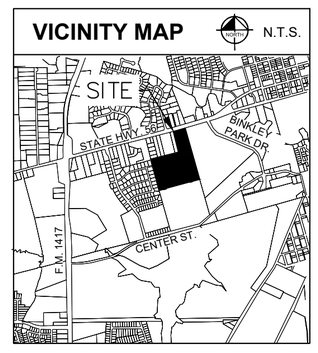
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 150'	JCC	KHA	DEC. 2022	061179330	1 OF 7

OWNER / APPLICANT:
W. W. Collins Holdings, L.P.
4112 Inwood Road,
Fort Worth, Texas 76109
Contact :

SURVEYOR / ENGINEER:
Kimley-Horn and Associates, Inc.
260 E. Davis Street, Suite 100
McKinney, TX 75069
Ph: (972) 335-3580
Contact: Michael Carlisle, PE





GRAPHIC SCALE IN FEET

60 0 30 60 120

1"=60' @ 24"X36"

FINAL PLAT

WESTMOOR PHASE 1

BLOCK A, LOTS 1X, 2-32, 33X & 34-46;
BLOCK B, LOTS 1-28;
BLOCK C, LOTS 1-28;
BLOCK D, LOTS 1-14;
BLOCK E, LOTS 1X & 2-15;

128 RESIDENTIAL LOTS
3 HOA LOTS

26.424 ACRES SITUATED IN THE
ELIZABETH JONES SURVEY, ABSTRACT NO. 625,
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

LEGEND

———	BOUNDARY LINE
— — — —	EASEMENT LINE
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND WITH CAP
IRSC	IRON ROD SET WITH CAP
INST. NO.	INSTRUMENT NUMBER
NTS	NOT TO SCALE
FND.	FOUND
P.R.G.C.T.	PLAT RECORDS OF GRAYSON COUNTY, TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS
XS	"X" CUT IN CONCRETE SET
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W.E.	WATER EASEMENT
A.E.	ACCESS EASEMENT
E.E.	ELECTRIC EASEMENT

NOTES:

1. All corners are a 5/8-inch iron rod with plastic cap stamped "KHA" set, unless otherwise noted.
2. Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. Distances shown are Surface values. To obtain Grid values, multiply the distance by the Project Combined Scale Factor (PCF) of 0.999890661049.
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Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain"

If this site 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 flood statement shall not create liability on the part of the surveyor.

SEE SHEET No. 5 FOR LINE & CURVE TABLES

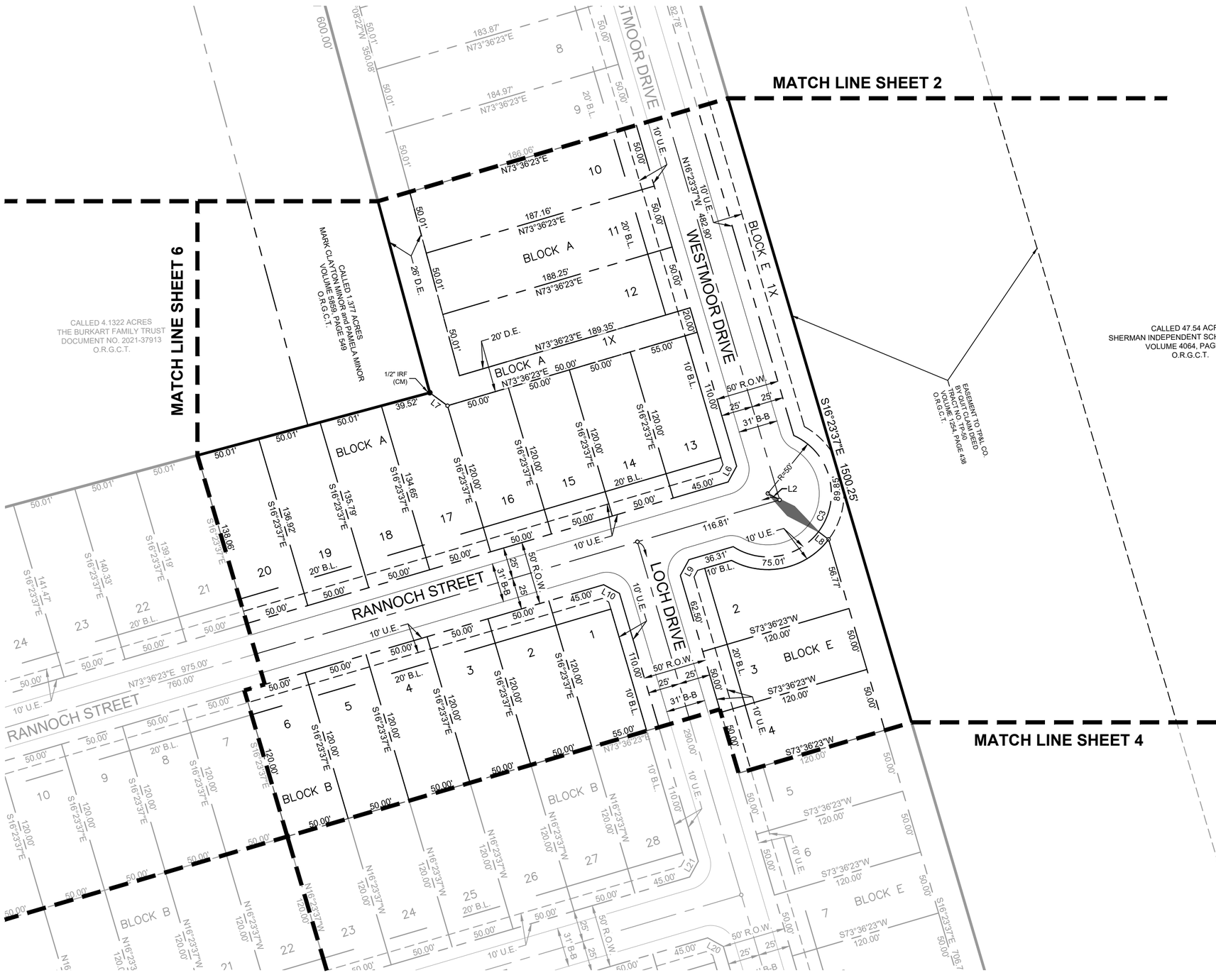
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

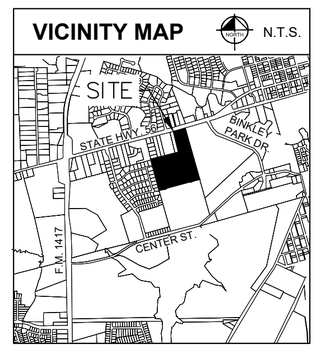
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	JCC	KHA	DEC. 2022	061179330	2 OF 7

OWNER / APPLICANT:
W. W. Collins Holdings, L.P.
4112 Inwood Road,
Fort Worth, Texas 76109
Contact :

SURVEYOR / ENGINEER:
Kimley-Horn and Associates, Inc.
260 E. Davis Street, Suite 100
McKinney, TX 75069
Ph: (972) 335-3580
Contact: Michael Carlisle, PE

DWG NAME: K:\FRI_SURVEY\061179330-MERITAGE HOMES - SHERMAN\DWG\FINAL PLATS\061179330 PHASE 1 FP VER20.DWG PLOTTED BY CRABLE, JEFF 12/15/2022 3:39 PM LAST SAVED 12/15/2022 2:59 PM





NORTH

GRAPHIC SCALE IN FEET

60 0 30 60 120

1"=60' @ 24"X36"

SEE SHEET No. 5 FOR LINE & CURVE TABLES

LEGEND

	BOUNDARY LINE
	EASEMENT LINE
IRF	IRON ROD FOUND
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W.E.	WATER EASEMENT
A.E.	ACCESS EASEMENT
E.E.	ELECTRIC EASEMENT

NOTES:

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3. Block A, Lot 1X, Block A, Lot 33X & Block E, Lot 1X, are owned and maintained by the HOA

FLOOD STATEMENT: According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48181C0270F, for Grayson County, Texas and incorporated areas, dated September 29, 2010, this property is located within:

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FINAL PLAT
WESTMOOR PHASE 1

BLOCK A, LOTS 1X, 2-32, 33X & 34-46;
BLOCK B, LOTS 1-28;
BLOCK C, LOTS 1-28;
BLOCK D, LOTS 1-14;
BLOCK E, LOTS 1X & 2-15;

128 RESIDENTIAL LOTS
3 HOA LOTS

26.424 ACRES SITUATED IN THE
ELIZABETH JONES SURVEY, ABSTRACT NO. 625,
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

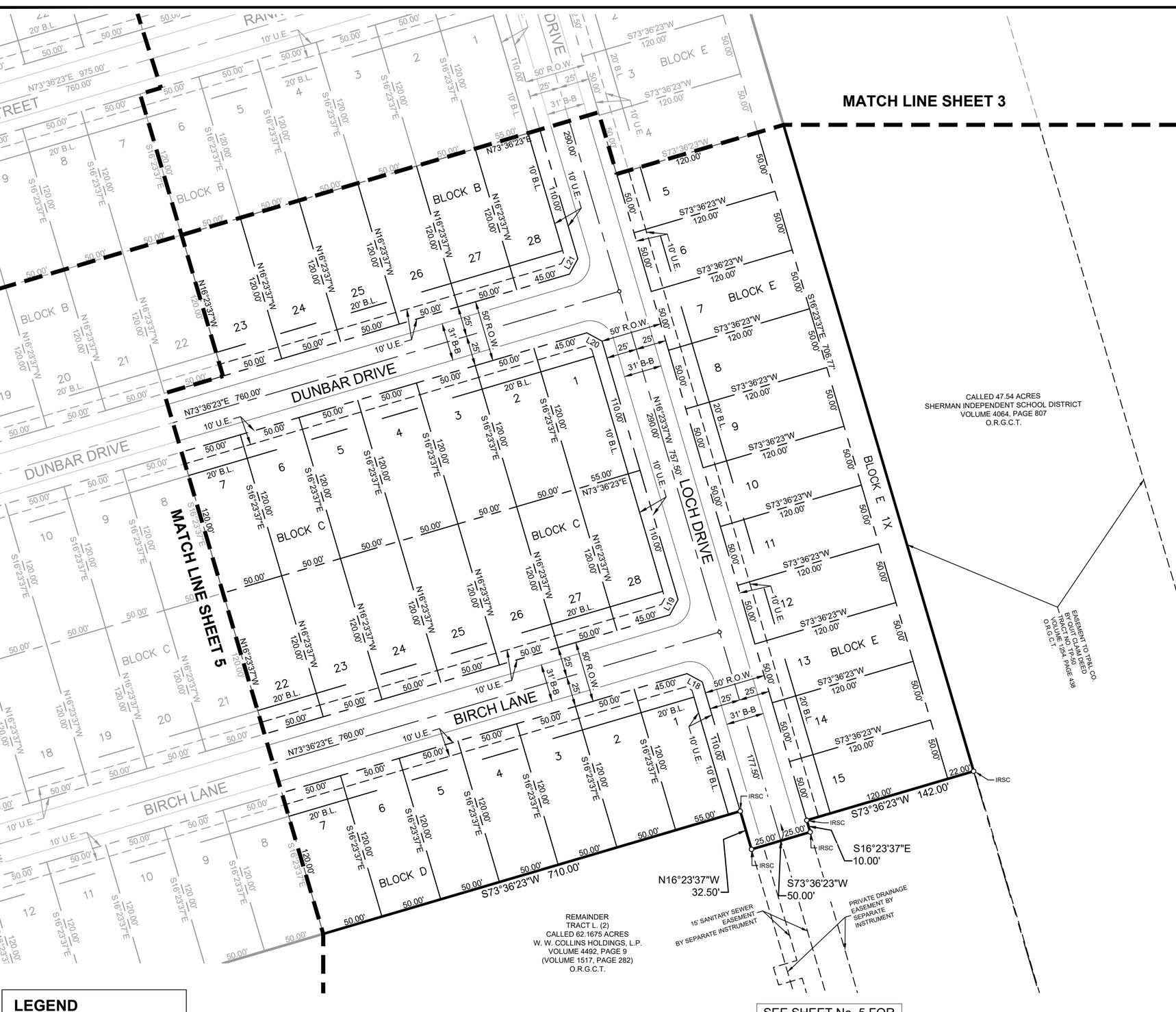
Kimley»Horn

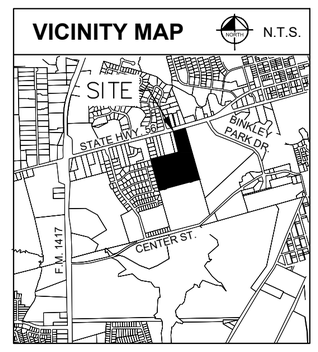
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	JCC	KHA	DEC. 2022	061179330	3 OF 7

OWNER / APPLICANT:
W. W. Collins Holdings, L.P.
4112 Inwood Road,
Fort Worth, Texas 76109
Contact :

SURVEYOR / ENGINEER:
Kimley-Horn and Associates, Inc.
260 E. Davis Street, Suite 100
McKinney, TX 75069
Ph: (972) 335-3580
Contact: Michael Carlisle, PE





NORTH

GRAPHIC SCALE IN FEET

60 0 30 60 120

1"=60' @ 24"X36"

SEE SHEET No. 5 FOR LINE & CURVE TABLES

LEGEND

	BOUNDARY LINE
	EASEMENT LINE
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND WITH CAP
IRSC	IRON ROD SET WITH CAP
INST. NO.	INSTRUMENT NUMBER
NTS	NOT TO SCALE
FND.	FOUND
P.R.G.C.T.	PLAT RECORDS OF GRAYSON COUNTY, TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS
XS	"X" CUT IN CONCRETE SET
XF	"X" CUT IN CONCRETE FOUND
P.O.B.	POINT OF BEGINNING
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
S.W.E.	SIDE WALK EASEMENT
U.E.	UTILITY EASEMENT
F.A.U.E.	FIRE LANE, ACCESS, AND UTILITY EASEMENT
W.E.	WATER EASEMENT
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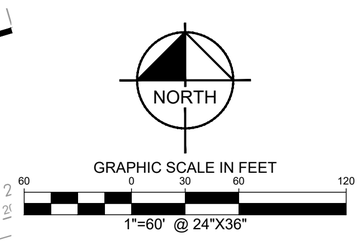
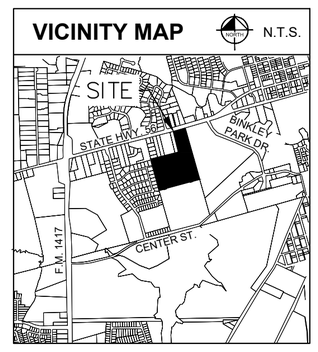
Contact: Michael Carlisle, PE

DWG NAME: K:\FRI_SURVEY\061179330-MERITAGE HOMES - SHERMAN\DWG\FINAL PLATS\061179330 PHASE 1 FP VER20.DWG PLOTTED BY CRABLE, JEFF 12/15/2022 3:39 PM LAST SAVED 12/15/2022 2:59 PM





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	EASEMENT LINE
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IRSC	IRON ROD SET WITH CAP
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LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N16°23'37"W	68.49'	L7	S53°43'22"E	17.30'	L13	N28°36'23"E	14.14'	L19	N28°36'23"E	14.14'
L2	S61°23'37"E	10.61'	L8	N52°53'33"W	10.00'	L14	S61°23'37"E	14.14'	L20	S61°23'37"E	14.14'
L3	N16°23'37"W	10.00'	L9	S28°36'23"W	14.14'	L15	S28°36'23"W	14.14'	L21	N28°36'23"E	14.14'
L4	S60°47'19"E	21.44'	L10	S61°23'37"E	14.14'	L16	S61°23'37"E	14.14'	L22	N74°56'16"E	15.47'
L5	N29°12'41"E	20.99'	L11	S81°38'20"E	15.12'	L17	S28°36'23"W	14.14'	L23	S74°56'16"W	7.19'
L6	N28°36'23"E	14.14'	L12	S61°49'41"E	20.00'	L18	S61°23'37"E	14.14'			

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	4°58'29"	350.00'	30.39'	S18°52'51"E	30.38'
C2	4°58'29"	350.00'	30.39'	N18°52'51"W	30.38'
C3	188°55'00"	50.00'	164.86'	N28°36'23"E	99.70'
C4	287°32'43"	60.00'	301.12'	S25°24'03"E	70.92'
C5	152°46'47"	10.50'	28.00'	S87°13'00"W	20.41'
C6	16°50'06"	350.00'	102.84'	S24°48'40"E	102.47'
C7	16°50'06"	350.00'	102.84'	N24°48'40"W	102.47'

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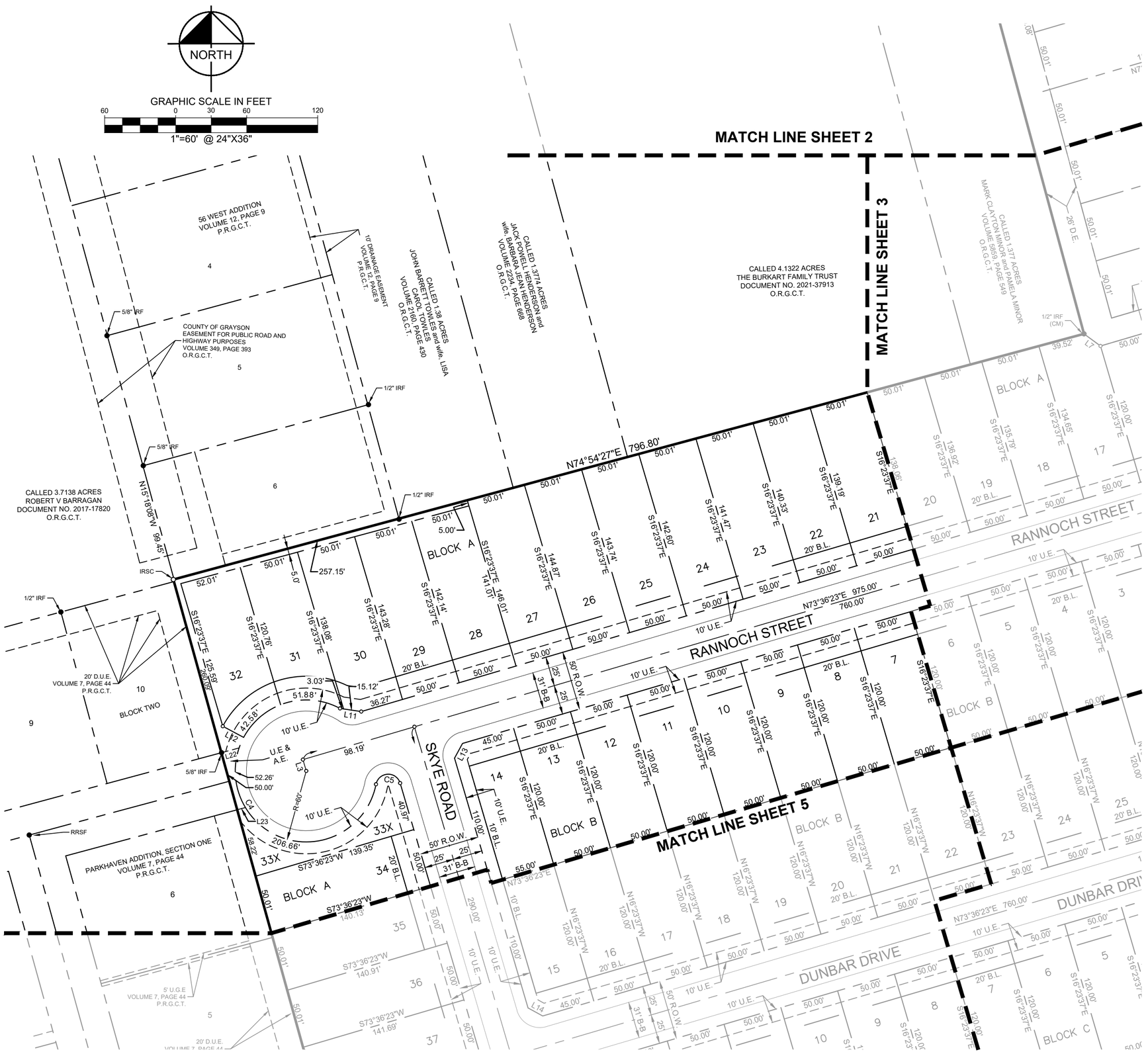

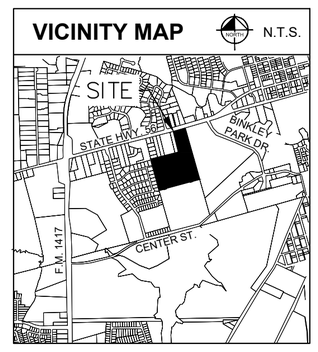

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Contact: Michael Carlisle, PE

OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF GRAYSON §

WHEREAS W. W. COLLINS HOLDINGS, L.P., is the owner of a 67.25 acre tract of land situated in the Elizabeth Jones Survey, Abstract No. 625, Grayson County, Texas and being a remainder of a called 62.1675 acre tract of land (Tract L, 2) conveyed to W.W. Collins Holdings, L.P. by Warranty Deed recorded in Volume 4492, Page 9 of the Official Records of Grayson County, Texas (O.R.G.C.T), being a remainder of a called 65.0993 acre tract of land (Tract L, 1) conveyed to W.W. Collins Holdings, L.P. by Warranty Deed recorded in Volume 4492, Page 9 of the O.R.G.C.T., and being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod in the south right of way line of West Houston Street (U.S. Highway No. 56), being the northwest corner of a called 1.377 acre tract of land conveyed to Mark Clayton Minor and Pamela Minor by Warranty Deed recorded in Volume 5859, Page 549 of the O.R.G.C.T., and being the northeast corner of a called 4.1322 acre tract of land conveyed to the Burkart Family Trust by Warranty Deed recorded in Document No. 2021-37913 of the O.R.G.C.T., from which a found 1/2-inch iron rod being the northwest corner a called 1.38 acre tract of land conveyed to John Barrett Towles and wife, Lisa Carol Towles by Warranty Deed recorded in Volume 2160, Page 430 of the O.R.G.C.T. bears, South 74°55'15" West, a distance of 500.84 feet;

THENCE North 74°47'24" East, along the north line of said 1.377 acre tract, a distance of 100.07 feet to a set 5/8-inch iron rod (with cap stamped "KHA") being northwest corner of said remainder of 62.1675 acre tract, and being the **POINT OF BEGINNING** of the herein described tract, from which a found 1-inch iron pipe bears, South 19°21'31" West, a distance of 0.34 feet;

THENCE North 74°48'58" East, along the south line of said right of way, and north line of said remainder of 62.1675 acre tract, a distance of 277.61 feet to a found 1/2-inch iron rod, being the northwest corner of a called 47.54 acre tract of land conveyed to Sherman Independent School District by Warranty Deed recorded in Volume 4064, Page 807 of the O.R.G.C.T., from which a found wooden right of way marker bears, North 75°03'16" East, a distance of 463.55 feet;

THENCE South 16°23'37" East, along the west line of said 47.54 acre tract, a distance of 1500.25 feet to a set 5/8-inch iron rod (with cap stamped "KHA");

THENCE departing the west line of said 47.54 acre tract and crossing said remainder of 62.1675 acre tract, the following courses and distances:

South 73°36'23" West, a distance of 142.00 feet to a 5/8-inch iron rod set (with cap stamped "KHA");

South 16°23'37" East, a distance of 10.00 feet to a 5/8-inch iron rod set (with cap stamped "KHA");

South 73°36'23" West, a distance of 50.00 feet to a 5/8-inch iron rod set (with cap stamped "KHA");

North 16°23'37" West, a distance of 32.50 feet to a 5/8-inch iron rod set (with cap stamped "KHA");

South 73°36'23" West, a distance of 710.00 feet to a 5/8-inch iron rod set (with cap stamped "KHA");

South 16°23'37" East, a distance of 18.21 feet to a 5/8-inch iron rod set (with cap stamped "KHA");

South 73°36'23" West, a distance of 50.00 feet to a 5/8-inch iron rod set (with cap stamped "KHA");

North 16°23'37" West, a distance of 10.00 feet to a 5/8-inch iron rod set (with cap stamped "KHA");

South 73°36'23" West, a distance of 149.52 feet to a 5/8-inch iron rod set (with cap stamped "KHA") in the west line of said remainder of 62.1675 acre tract, same being in the east line of Block 2, Parkhaven Addition, Section Five recorded in Volume 10, Page 55 of the P.R.G.C.T;

THENCE North 15°29'48" West, along the west line of said remainder of 62.1675 acre tract, the east line of said Block 2, Parkhaven Addition, Section Five, and the east line of Block 5, and Block 2 of Parkhaven Addition Section One recorded in Volume 7, Page 44 of the P.R.G.C.T., a distance of 910.17 feet to a set 5/8-inch iron rod (with cap stamped "KHA"), being the southeast corner of a called 3.7138 acre tract of land conveyed to Robert V. Barragan by Warranty Deed recorded in Document No. 2017-17820 of the O.R.G.C.T., and being the southwest corner of Lot 6 of 56 West Addition recorded in Volume 12, Page 9 of the P.R.G.C.T., from which a found 5/8-inch iron rod being the northwest corner of said Lot 6 bears, North 15°18'08" West, 99.45 feet;

THENCE North 74°54'27" East, along the north line of said remainder of 62.1675 acre tract, south line of said Lot 6, of 56 West Addition, south line of said 1.38 acre tract, south line of a called 1.3774 acre tract conveyed to Jack Powell Henderson and wife, Barbara Jean Henderson recorded in Volume 2234, Page 668 of the O.R.G.C.T., south line of said 4.1322 acre tract, and south line of said 1.377 acre tract, passing at a distance of 197.48 feet a found 1/2-inch iron rod being the southeast corner of said Lot 6, and continuing another 499.61 feet passing a found 1-1/4-inch pipe being the southeast corner of said 4.1322 acre tract, southwest corner of said1.377 acre tract, continuing in all a total distance of 796.80 feet to a found 1/2-inch iron rod being the southeast corner of said 1.377 acre tract;

THENCE North 15°08'22" West, along the east line of said 1.377 acre tract, and west line of said remainder of 62.1675 acre tract a distance of 600.00 feet to the **POINT OF BEGINNING** and containing 26.424 acres (1,151,028 sq. ft.) of land, more or less

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, **W. W. COLLINS HOLDINGS, L.P.**, acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as **WESTMOOR PHASE 1**, an addition to the City of Sherman, and does hereby dedicate to the public use forever, the streets and alleys shown thereon.

W. W. COLLINS HOLDINGS, L.P., does herein certify the following:

1. The streets and alleys herein are dedicated in fee simple for street and alley purposes.
2. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
3. The easements and public use areas, as shown and created by this plat, are dedicated for the public use forever for the purposes indicated on this plat.
4. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be place in landscape easements if approved by the City of Sherman.
5. The City of Sherman is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
6. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Sherman's use thereof.
7. The City of Sherman and public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
8. The City of Sherman and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.
9. All modifications to this document shall be by means of plat and approved by the City of Sherman.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Sherman, Texas.

WITNESS, my hand, this _____ day of _____, _____.

BY: **W. W. COLLINS HOLDINGS, L.P.**, a Texas limited partnership

By: _____
_____

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, _____.

_____
Notary Public, State of Texas

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Michael B. Marx, do hereby certify that I prepared this plat and the field notes made a part thereof 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.

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

_____
Michael B. Marx
Registered Professional Land Surveyor No. 5181
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy, Suite 210
Frisco, Texas 75034
Phone 972-335-3580

STATE OF TEXAS §

COUNTY OF GRAYSON §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Michael B. Marx, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2022.

_____
Notary Public, State of Texas

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

_____ _____
Chairman Secretary

Accepted by the City Council of the City of Sherman:

_____ _____
Mayor, City of Sherman, Texas Date

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

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

_____
City Clerk, City of Sherman, Texas

FINAL PLAT
WESTMOOR PHASE 1

BLOCK A, LOTS 1X, 2-32, 33X & 34-46;
BLOCK B, LOTS 1-28;
BLOCK C, LOTS 1-28;
BLOCK D, LOTS 1-14;
BLOCK E, LOTS 1X & 2-15;

128 RESIDENTIAL LOTS
3 HOA LOTS

26.424 ACRES SITUATED IN THE
ELIZABETH JONES SURVEY, ABSTRACT NO. 625,
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JCC	KHA	DEC. 2022	061179330	7 OF 7

OWNER / APPLICANT:
W. W. Collins Holdings, L.P.
4112 Inwood Road,
Fort Worth, Texas 76109
Contact :

SURVEYOR / ENGINEER:
Kimley-Horn and Associates, Inc.
260 E. Davis Street, Suite 100
McKinney, TX 75069
Ph: (972) 335-3580
Contact: Michael Carlisle, PE

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

January 3, 2023

W.W. Colling Holdings, L.P.
4112 Inwood Road
Fort Worth, TX 76109

Attn: Michael Carlisle
Kimley-Horn and Associates, Inc.
260 E. Davis St., Ste. 100
McKinney, TX 75069

Dear Applicants,

The request for approval of the Final Plat of Westmoor Phase 1 has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, January 10, 2023 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. The width of the right-of-way and pavement for Houston Street (SH 56) shall be shown on the plat. If no ROW is documented, existing ROW shall be determined by found monuments and shown on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
2. Dedicate a 15'x15' Right of Way corner clip on all internal intersecting corners. *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*
3. Dedicate a 20'x20' Right of Way corner clip on corner lots adjacent to Houston Street (SH 56). *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*
4. Remove direction (West) from Houston Street in metes and bounds description. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
5. Remove Building Line from plat. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
6. Off-site privately owned and maintained detention in Phase 2 shall be constructed with Phase 1.
7. Off-site easements by separate instrument to have instrument information shown on drawing.
8. Verify fire requirements and code compliance with Fire Marshal. *Code of Ordinances Chapter 3.02(c)*
9. Water main must be extended in accordance with City criteria to serve proposed development. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G)*
10. Wastewater main must be extended in accordance with City criteria to serve proposed development. Wastewater capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
11. Three Party Agreement required for Public Infrastructure.

12. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
13. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
14. 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. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. 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
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 13.

Meeting Date: 01/10/2023

Prepared by: Lauren Marlow, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

* **2100 BLOCK WEST HOUSTON STREET**

The request of W.W. Collins Holdings, L.P. (Owner) and Kimley-Horn (Surveyor) concerning the property located in the 2100 Block West Houston Street, being 26.424 acres in the Elizabeth Jones Survey, Abstract No. 625, and is currently zoned R-6 (Single-Family Residential) District, as follows:
Planning and Zoning Commission
Final Plat of Westmoor Phase 1.

Background:

The property is located in the 2100 Block West Houston Street between Baker Park and Binkley Park Drives and is zoned R-6 (One Family Residential) District. The owner would like to plat the property into 128 residential lots.

Adjacent Zoning:

R-6 (Single-Family Residential) District

Origination:

300 Sherman LP (Owner)
Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

Not Applicable.

Number of notices mailed:

Not Required.

Objections Received:

0

Development Review Meeting:
No

Attachments

Location Map
Zoning Map
Final Plat
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting

Meeting Date: 02/06/2023

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2023 Council Calendar

2023
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						
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March						
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April						
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30						

May						
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August						
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September						
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October						
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29	30	31				

November						
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December						
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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
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

CALLED MEETINGS	