

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, OCTOBER 20, 2025
5:00 PM**

- A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER JOSH STEVENSON**
- A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF OCTOBER 6, 2025 AND THE CALLED TAX INCREMENT FINANCING BOARD #5 MEETING OF OCTOBER 6, 2025.**

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

Public Hearing

D.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6877

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.147 acres being part of Lot 1, Block 1, McBrides's Addition, City Of Sherman, Grayson County, Texas, Located at 408 South Rusk Street, Heretofore Zoned MF-30 (Multi Family Residential) District; Rezoning And Placing The Tract In The R-6 (Single-Family Residential) District Zoning Classification, Armando Chavez & Laura Cordova (Owner), Javier Gonzalez (Applicant) 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.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6878

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.4063 acres being a part of Chaffins 1st Addition, Block 11, Lot 1 through 8, City Of Sherman, Grayson County, Texas, Located at 801, 805, 809 East Lamar Street, Heretofore Zoned R-6 (Single-Family Residential) District and C-2 (General Commercial) District; Rezoning And Placing The Tract In The C-1 (Retail Business) District Zoning Classification, Alicia Barron (Owner) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6879

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow a Church or other place of worship in a C-2 (General Commercial) District, Located At 4800 Texoma Parkway, Consisting of 42.8134 acres being in the John Hendrix Survey, Abstract No. 503, the W.F. Patterson

Survey, Abstract No. 969, the Daniel Shelp Survey, Abstract No. 1097 and the T.J. Shannon Survey, Abstract No. 1136, Lots 1 and 3, Block 1, Midway Mall, City Of Sherman, Grayson County, Texas Star Midway, LLC (Owner) and Byron Equizabal (Applicant) Prescribing Conditions To The Specific Use Permit; Providing 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. 6880

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 1.99 acres being Lots 2 & 3, Block 4 DR., J.H. Caraway's Addition, City Of Sherman, Grayson County, Texas, Located at 606 East Lamberth Road, Heretofore Zoned C-1 (Retail Business) District Rezoning And Placing The Tract In The C-2 (General Commercial) District Zoning Classification, Remington Sherman Automotive, LLC (Owner), Shane Donohue (Applicant) and Texas Heritage Surveying, LLC (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6881

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow an Automobile Repair, Body Work, Painting in a C-2 (General Commercial) District, Located At 606 East Lamberth Road, Consisting of 1.99 acres being Lots 2 & 3, Block 4 DR., J.H. Caraway's Addition, City Of Sherman, Grayson County, Texas Remington Sherman Automotive, LLC (Owner), Shane Donohue (Applicant) and Texas Heritage Surveying, LLC (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing 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. 6882

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 12.67 acres being in the George B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas, Located at 2206 East Lamar Street, Heretofore Zoned C-1 (Retail Business) District; Rezoning And Placing The Tract In The C-2 (General Commercial) District Zoning Classification, Keith Chapman (Owner), Griffin Potts (Applicant) and Texas Heritage Surveying, LLC (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. 6883

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Warehousing in a C-2 (General Commercial) District, Located At 2206 East Lamar Street, Consisting of 12.67 acres being in the George B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas Keith Chapman (Owner), Griffin Potts (Applicant) and Texas Heritage Surveying, LLC (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.8. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6884

Amending Ordinance No. 6855 (Ordering a General Election to be Held on November 4, 2025 for the Purpose of Electing Two City Council Members (District 1 and District 3) to Fill expiring Terms); Providing for Updated Polling Location Information

D.9. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6885

Abandoning a 20' Sanitary Sewer Easement located in the Preston Kitchens Survey, Abstract No. 667. The 20' Sanitary Sewer Easement was established in Volume 881, Page 376, Official Public Records, Grayson County, Texas.

Close Public Hearing and Consider Adoption of Ordinances

E.1. CLOSE PUBLIC HEARING

Consider Adoption of Ordinances 6877, 6878, 6879, 6880, 6881, 6882, 6883 & 6885.

Resolutions

F.1. RESOLUTION NO. 7587

Authorizing Execution of an Agreement with Hidell and Associates Architects, for services in connection with the design and pricing of the future Fleet Services Building.

F.2. * RESOLUTION NO. 7588

Authorizing the Purchase of new 2024 Autocar for the Solid Waste Department from Industrial Power Truck & Equipment through TIPS.

F.3. * RESOLUTION NO. 7589

Authorizing the Execution of an Encroachment Agreement with Grayson County Industry for the Handicapped for the Encroachment of Existing Parking Spaces within the to-be-platted Right of Way and 15' Utility, Landscape, and Sidewalk Easement along Lamar Street (State Highway 56) in the proposed Goodwill Sherman plat.

F.4. * RESOLUTION NO. 7590

Authorizing the Purchase of Multiple Sanitation Vehicles for the Solid Waste Department from Bond Equipment Company through the Texas Local Government Purchasing Cooperative (BuyBoard).

Request to Advertise

G.1. * REQUEST TO ADVERTISE

Request for Proposals for Animal Services Security Fence and Access Control System

Payment Authorization

H.1. * PAYMENT AUTHORIZATION

Authorizing Purchase from SoftwareOne of the Annual Renewal of Microsoft Enterprise Agreement for Licenses including Office 365 and SQL Server through TIPS Purchasing Cooperative Contract

Change Orders

I.1. CHANGE ORDER NO. 1

Approving the Greater Texoma Utility Authority's Intention to Approve Change Order No. 1 to the Sherman WTP - LAS and Rapid Mix Improvements Project

Other Business

J.1. OTHER BUSINESS

Receive Update on Projects in the City

Consider Board/Commission Appointments

K.1. BOARD/COMMISSION APPOINTMENT

Sherman Housing Authority (1)

K.2. BOARD/COMMISSION APPOINTMENT

Historical Preservation Board (1)

COUNCIL COMMENTS

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:

M.1. TEX. GOV'T CODE § 551.071

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

- a) Receive legal advice regarding the Sherman Housing Authority

M.2. 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.

M.3. 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.

M.4. 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

M.5. TEX. GOV'T CODE § 551.076

Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

M.6. 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.

M.7. 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

Adjournment

COUNCIL CALENDAR

P.1. Council Calendar 2025

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

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 October 14, 2025 at or before 11:59 p.m., and said time of posting was three business days before said meeting was convened or called to order.

Dated this 14th day of October 2025. City of Sherman, Texas



Teri Fine, 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 THE CLERKS OFFICE AT (903) 892-7206, TWO (2) WORKING DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

Mayor

Shawn C.
Teamann

Deputy Mayor

Juston Dobbs

Council Members

Henry Marroquin, Council-At-Large, PL #1
Juston Dobbs, Council-At-Large, PL #2
Clay Barnett, Council – District #1

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

ACTION MINUTES

The City Council of the City of Sherman held a regular meeting Monday, October 6, 2025 at 5:00 P.M. in the Council Chambers at 220 W. Mulberry Street to consider the following:

The City Council meetings are Video and Audio recorded and can be viewed at:

<https://www.ci.sherman.tx.us/701/Agendas-and-Minutes>

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

Bookmarked at 00:00:24

Mayor Teamann called the meeting to order at 5:03 p.m.

Council Members Present

Mayor Shawn Teamann

Deputy Mayor Juston Dobbs

Council Member Pam Howeth

Council Member Daron Holland

Council Member Josh Stevenson

Council Member Henry Marroquin

Council Member Clay Barnett

A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER HENRY MARROQUIN

Bookmarked at 00:00:31

A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 15, 2025 AND THE CITY COUNCIL AND SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS JOINT MEETING OF SEPTEMBER 16, 2025.

Bookmarked at 00:1:37

The City Council reviewed the minutes of the September 15, 2025 Regular Meeting and the September 16, 2025 City Council and Sherman Economic Development Corporation Board of Directors Joint Meeting. Motion by Council Member Stevenson to approve the Minutes as written. Second by Deputy Mayor Dobbs. All present voted AYE.

Citizen Comments

B.1. CITIZEN COMMENTS

Bookmarked at 00:02:05

Consent Agenda

C.1. CONSENT AGENDA

Bookmarked at 00:02:17

The Council reviewed the Consent Agenda. Council Member Barnett moved to approve Resolution Nos. 7582, 7583, 7584, 7585 & 7586 on the Consent Agenda as presented. Second by Council Member Holland.

VOTING AYE: TEAMANN, DOBBS, HOWETH, HOLLAND, STEVENSON, MARROQUIN AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

Special Presentation

D.1. SPECIAL PRESENTATION

Sherman Parks and Recreation has been awarded "Best in Texoma" for Fairview Park

Bookmarked at 00:02:56

Proclamations

E.1. OTHER BUSINESS

"National Night Out" - October 7, 2025

Bookmarked at 00:05:17

Public Hearing

F.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6873

Extending the term of Sherman Tax Increment Reinvestment Zone Number Five, City of Sherman, Texas, Established Pursuant to Chapter 311 of the Texas Tax Code; Providing a Repealing Clause, Severability Clause and an Effective Date

Bookmarked at 00:08:01

F.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6874

Approving an Amended Project and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Five, City of Sherman, Texas, Established Pursuant to Chapter 311 of the Texas Tax Code; Providing a Repealer Clause, Severability Clause and an Effective Date

Bookmarked at 00:08:55

F.3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6875

Abandoning a 35' Utility Easement dedicated via Volume 2569, Page 521 of the Grayson County property records

Bookmarked at 00:09:41

F.4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6876

Amending Chapter 9 Of The Code Of Ordinances, Entitled "Personnel", Article 9.05, Entitled "Civil Service Of Firefighters And Police Officers", At Section 9.05.026, Entitled, "Authorized Number Of Positions", To Revise The Number Of Authorized Positions In The Fire Department; Providing For Inclusion In The Code Of Ordinances; Providing For Severability; Providing For A Repealer

Bookmarked at 00:10:55

G.1. CLOSE PUBLIC HEARING

Consider Adoption of Ordinances 6873, 6874, 6875 & 6876

Bookmarked at 00:12:46

Ordinance 6873 & 6874

Motion by Council Member Stevenson to approve Ordinance No. 6873 & 6874. Second by Council Member Howeth.

VOTING AYE: TEAMANN, DOBBS, STEVENSON, HOWETH, HOLLAND, MARROQUIN

VOTING NAY: NONE.

ABSTENTION: BARNETT

MOTION CARRIED.

Ordinances 6875 & 6876

Motion by Council Member Barnett to approve Ordinances 6875 & 6876. Second by Council Member Stevenson.

VOTING AYE: TEAMANN, DOBBS, STEVENSON, HOWETH, HOLLAND, MARROQUIN AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

Resolutions

H.1. RESOLUTION NO. 7577

Confirming the Appointment of the Director of Human Resources

Bookmarked at 00:13:43

Motion by Council Member Barnett to approve Resolution No. 7577. Second by Council Member Holland.

VOTING AYE: TEAMANN, DOBBS, STEVENSON, HOWETH, HOLLAND, MARROQUIN AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

H.2. RESOLUTION NO. 7578

Confirming the Appointment of the City Clerk

Bookmarked at 00:15:46

Motion by Council Member Howeth to approve Resolution No. 7578. Second by Council Member Barnett.

VOTING AYE: TEAMANN, DOBBS, STEVENSON, HOWETH, HOLLAND, MARROQUIN AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

H.3. RESOLUTION NO. 7579

Authorizing Execution of a Professional Services Agreement with Dunaway Associates, LLC for the SE Zone Interconnectivity Improvements

Bookmarked at 00:18:04

Motion by Council Member Stevenson to approve Resolution No. 7579 Second by Council Member Howeth.

VOTING AYE: TEAMANN, DOBBS, STEVENSON, HOWETH, HOLLAND, MARROQUIN AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

H.4. RESOLUTION NO. 7580

Authorizing the City Manager or his designee to execute an agreement and special warranty deed for the purchase and acquisition of real property from Moore Street 7 LLC for the expansion of Interurban Parkway, being 1.5652 acres of land in the Elizabeth Jones Survey, Abstract No. 625, City of Sherman

Bookmarked at 00:19:32

Motion by Council Member Stevenson to approve Resolution No. 7580. Second by Council Member Marroquin

VOTING AYE: TEAMANN, DOBBS, STEVENSON, HOWETH, HOLLAND, MARROQUIN AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

H.5. RESOLUTION NO. 7581

Awarding a Bid to and Authorizing Execution of a Contract with Lynn Vessels Construction, LLC Based on an Invitation to Bid for the Aston Drive Drainage and Roadway Improvements

Bookmarked at 00:21:02

Motion by Council Member Howeth to approve Resolution No. 7581. Second by Deputy Mayor Dobbs

VOTING AYE: TEAMANN, DOBBS, STEVENSON, HOWETH, HOLLAND, MARROQUIN AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

H.6. *RESOLUTION NO. 7582

Awarding a Bid to and Authorizing Execution of a Contract with Lynn Vessels Construction, LLC Based on an Invitation to Bid for the Aston Drive Drainage and Roadway Improvements

Bookmarked at 00:02:30

The Council reviewed the Consent Agenda. Council Member Barnett moved to approve Resolution Nos. 7582, 7583, 7584, 7585 & 7586 on the Consent Agenda as presented. Second by Council Member Holland.

VOTING AYE: TEAMANN, DOBBS, HOWETH, HOLLAND, STEVENSON, MARROQUIN AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

H.7. *RESOLUTION NO. 7583

Authorizing Execution of Payment of Funds Under the City of Sherman's Downtown Building Improvement Grant Program for the Renovations to 202-212 N Walnut Street to David Downtain, D/B/A RP Sherman Properties II, LLC

Bookmarked at 00:02:17

The Council reviewed the Consent Agenda. Council Member Barnett moved to approve Resolution Nos. 7582, 7583, 7584, 7585 & 7586 on the Consent Agenda as presented. Second by Council Member Holland.

VOTING AYE: TEAMANN, DOBBS, HOWETH, HOLLAND, STEVENSON, MARROQUIN AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

H.8. *RESOLUTION NO. 7584

Adopting a Revised Municipal Utility District Policy

Bookmarked at 00:02:17

The Council reviewed the Consent Agenda. Council Member Barnett moved to approve Resolution Nos. 7582, 7583, 7584, 7585 & 7586 on the Consent Agenda as presented. Second by Council Member Holland.

VOTING AYE: TEAMANN, DOBBS, HOWETH, HOLLAND, STEVENSON, MARROQUIN AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

H.9. *RESOLUTION NO. 7584

Authorizing the Execution of an Encroachment Agreement with Cool Water Development, LLP for the Encroachment of an Existing Awning within the to-be-platted 10' Utility Easement along Branch Street in the proposed Cool Water Addition.

Bookmarked at 00:02:17

The Council reviewed the Consent Agenda. Council Member Barnett moved to approve Resolution Nos. 7582, 7583, 7584, 7585 & 7586 on the Consent Agenda as presented. Second by Council Member Holland.

VOTING AYE: TEAMANN, DOBBS, HOWETH, HOLLAND, STEVENSON, MARROQUIN AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

H.10. *RESOLUTION NO. 7585

Authorizing the Execution of an Encroachment Agreement with Cool Water Development, LLP for the Encroachment of an Existing Awning within the to-be-platted 10' Utility Easement along Branch Street in the proposed Cool Water Addition.

Bookmarked at 00:02:17

The Council reviewed the Consent Agenda. Council Member Barnett moved to approve Resolution Nos. 7582, 7583, 7584, 7585 & 7586 on the Consent Agenda as presented. Second by Council Member Holland.

VOTING AYE: TEAMANN, DOBBS, HOWETH, HOLLAND, STEVENSON, MARROQUIN AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

Change Orders

I.1. CHANGE ORDER NO. 2

Approving the Greater Texoma Utility Authority's Intention to Approve Change Order No. 2 to the South Wastewater Treatment Plant – MBR

Bookmarked at 00:24:04

Motion by Council Member Stevenson to approve Change Order No. 2. Second by Deputy Mayor Dobbs

VOTING AYE: TEAMANN, DOBBS, STEVENSON, HOWETH, HOLLAND, MARROQUIN AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

I.2. CHANGE ORDER NO. 1

Approving the Greater Texoma Utility Authority's intention to approve Change Order No. 1 with Blackrock Construction for the Progress Park Sewer Industrial Sewer Outfall project

Bookmarked at 00:26:43

Motion by Council Member Stevenson to approve Change Order No. 2. Second by Deputy Mayor Dobbs

VOTING AYE: TEAMANN, DOBBS, STEVENSON, HOWETH, HOLLAND, MARROQUIN AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

Other Business

J. 1. OTHER BUSINESS

Receive Semi-Annual Report on the Sherman Cultural District

Bookmarked at 00:31:13

J. 2. OTHER BUSINESS

Receive Presentation from Police Sergeant Brandon Hughes on the Police Department's Annual Halloween Event, "Fright Fest"

Bookmarked at 00:34:49

J.3. OTHER BUSINESS

Consider Approval of the Annexation Scheduling Plan for the Proposed Annexation of Approximately 212.1 acres of land located Near the Corner of FM 697 and SH 11 and in the City of Sherman's Extraterritorial Jurisdiction; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

Bookmarked at 00:36:24

Motion by Council Member Barnett to approve the amended other business item. Second by Council Member Holland.

VOTING AYE: TEAMANN, DOBBS, STEVENSON, HOWETH, HOLLAND, MARROQUIN AND BARNETT

**VOTING NAY: NONE.
MOTION CARRIED.**

COUNCIL COMMENTS

Bookmarked at 00:38:14

EXECUTIVE SESSION

Bookmarked at 00:42:56

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:

Mayor Teamann adjourned for Executive Session at 5:43 p.m.

J.1. 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.

J.2. 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) Receive legal advice regarding Public Finance Corporations

J.3. 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.

J.4. 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) Bel Air Development

b) Travis Heights Development Agreement

J.5. TEX. GOV'T CODE § 551.076

Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

J.6. 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.

J.7. 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 Adjournment

Bookmarked at 02:52:29

Mayor Teamann reconvened into General Session at 7:53 p.m.

ADJOURNMENT

Bookmarked at 02:52:35

Mayor Teamann adjourned the meeting at 7:53 p.m.

MAYOR



CITY CLERK OR DESIGNEE

ACTION MINUTES

The Tax Increment Financing Board #5 of the City of Sherman held a called meeting Monday, October 6, 2025 at 5:00 P.M. in the Council Chambers at 220 W. Mulberry Street to consider the following:

The City Council meetings are Video and Audio recorded and can be viewed at:

<https://www.ci.sherman.tx.us/701/Agendas-and-Minutes>

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

Bookmarked at 00:4:57

Mayor Teaman called the meeting to order at 5:00 p.m.

Board Members Present

Mayor Shawn Teamann

Deputy Mayor Juston Dobbs

Council Member Josh Stevenson

Board Members Absent

County Judge Bruce Dawsey

Citizen Comments

B.1. CITIZEN COMMENTS

Bookmarked at 00:05:20

Other Business

C.1. OTHER BUSINESS

Accepting and Approving the Amended Project and Financing Plan for Sherman Tax Increment Reinvestment Zone Number Five (#5); Providing for Findings of Fact

Bookmarked at 00:05:34

Motion by Council Member Stevenson to approve the amended other business item. Second by Deputy Mayor Dobbs

VOTING AYE: TEAMANN, DOBBS, STEVENSON

VOTING NAY: NONE.

MOTION CARRIED.

Tax Payer Impact Statement

Bookmarked at 00:07:17

D.1. FY 2026 TAX PAYER IMPACT STATEMENT

HB 1522, effective as of September 1, 2025, requires that a notice of a meeting discussing or adopting a budget must include a taxpayer impact statement showing, for the median-valued homestead property, a comparison of the property tax bill in dollars pertaining to the property for the current fiscal year to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year if the proposed budget is adopted.

Taxpayer Impact Statement	FY2026 (Upcoming Fiscal Year	FY2026 No-New Revenue

Total tax rate (per \$100 of value)	\$0.508000/\$100	\$0.619404/\$100
Median homestead taxable value	\$231,004	\$251,138
Tax on median-valued homestead	\$1,174	\$1,556

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:

E. 1. 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.

E. 2. 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.

E. 3. 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.

E. 4. 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

E. 5. TEX. GOV'T CODE § 551.076

Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

E. 6. 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.

E. 7. 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

Adjournment

Bookmarked at 00:07:28

Mayor Teamann adjourned the meeting at 5:03pm



CITY CLERK OR DESIGNEE

MAYOR



SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C.1.

Meeting Date: 10/20/2025

Prepared By:

Approved By:

Caption:

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:

F. 2. * RESOLUTION NO. 7588

Authorizing the Purchase of new 2024 Autocar for the Solid Waste Department from Industrial Power Truck & Equipment through TIPS.

F. 3. * RESOLUTION NO. 7589

Authorizing the Execution of an Encroachment Agreement with Grayson County Industry for the Handicapped for the Encroachment of Existing Parking Spaces within the to-be-platted Right of Way and 15' Utility, Landscape, and Sidewalk Easement along Lamar Street (State Highway 56) in the proposed Goodwill Sherman plat.

F. 4. * RESOLUTION NO. 7590

Authorizing the Purchase of Multiple Sanitation Vehicles for the Solid Waste Department from Bond Equipment Company through the Texas Local Government Purchasing Cooperative (BuyBoard).

G. 1. * REQUEST TO ADVERTISE

Request for Proposals for Animal Services Security Fence and Access Control System

H. 1. * PAYMENT AUTHORIZATION

Authorizing Purchase from SoftwareOne of the Annual Renewal of Microsoft Enterprise Agreement for Licenses including Office 365 and SQL Server through TIPS Purchasing Cooperative Contract

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. D.1.

Meeting Date: 10/20/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6877

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.147 acres being part of Lot 1, Block 1, McBrides's Addition, City Of Sherman, Grayson County, Texas, Located at 408 South Rusk Street, Heretofore Zoned MF-30 (Multi Family Residential) District; Rezoning And Placing The Tract In The R-6 (Single-Family Residential) District Zoning Classification, Armando Chavez & Laura Cordova (Owner), Javier Gonzalez (Applicant) 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:

Consideration of a Zone Change for 0.147 acres of land located at 408 South Rusk Street from an MF-30 (Multi Family Residential) District to an R-6 (Single-Family Residential) District.

Background:

The property is located at 408 South Rusk Street. The owner is requesting a Zone Change from an MF-30 (Multifamily Residential) District to an R-6 (Single-Family Residential) District.

The applicant is requesting to have the lot rezoned to R-6 in order to plat the property correctly and construct a home addition. They want to remodel the existing house and add a small laundry room to improve its functionality and livability.

The following has been approved for this location:

- 9/16/2025 - Public Hearing and Variance under Section 14.02.006 to allow a 87' lot depth in lieu of the required 100'.
- 9/16/2025 - Public Hearing and Variance to allow 11.6' front setback in lieu of the required 25'.
- 05/16/2025 - Preliminary Plat of Chavez-Cordova (Conditionally Approved)

Capital Improvement Program:

N/A

Origination:

Armando Chavez & Laura Cordova (Owner), Javier Gonzalez (Applicant) and Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 16, 2025 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff has no objection to the approval of this zone change.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6877
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Land Use Map
6. Narrative
7. Site Plan
8. Landscape Plan
9. Resident Letter

ORDINANCE NO. 6877

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 0.147 ACRES BEING PART OF LOT 1, BLOCK 1, MCBRIDES'S ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 408 SOUTH RUSK STREET, HERETOFORE ZONED MF-30 (MULTI FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, ARMANDO CHAVEZ & LAURA CORDOVA (OWNER), JAVIER GONZALEZ (APPLICANT) 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; 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 408 South Rusk Street and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-6 (Single 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 20th day of October 2025.

ADOPTED on this the 20th day of October 2025.

EFFECTIVE DATE on this the 20th day of October 2025.

CITY OF SHERMAN, TEXAS

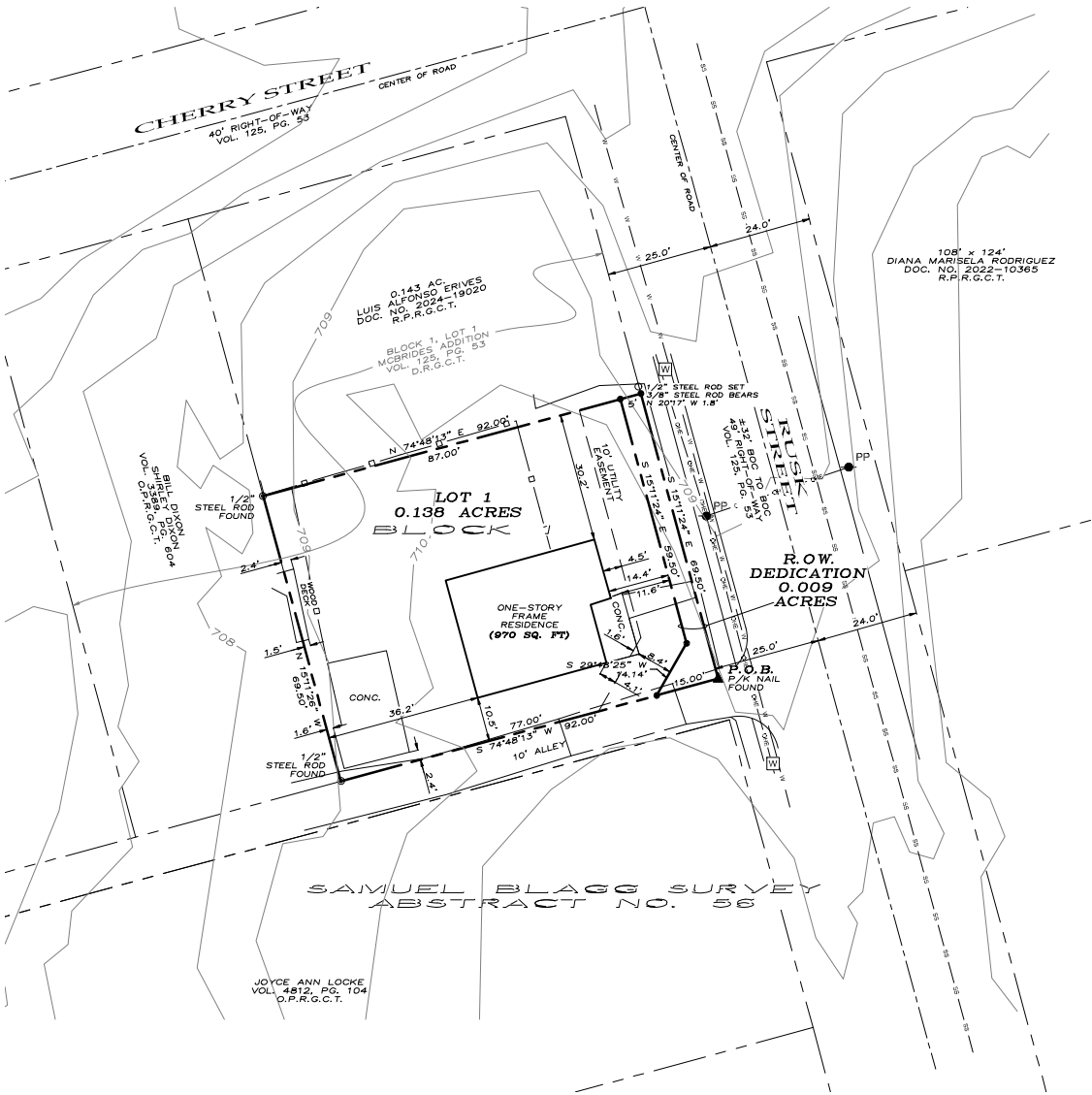
BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



- ~ GENERAL NOTES ~
- Water Supply to be provided by the City of Sherman.
 - Sewer Service to be provided by the City of Sherman.
 - Electrical service is provided by Oncor Electrical Delivery.
 - Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
 - Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
 - The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or drainage easements for the control of erosion.
 - Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
 - The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
 - Bearings are based on the City of Sherman Control Monument Network.
 - The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.
 - The subject property does not lie within a Federal Emergency Management Agency (FEMA) designated flood plain as shown by Firm Map No. 48181C290G, effective date September 1, 2022.

LEGEND	
P.O.B. POINT OF BEGINNING	
● 1/2" STEEL ROD SET	
○ 1/2" STEEL ROD FOUND	
○ 3/8" STEEL ROD FOUND	
O.P.R.G.C.T. OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS	
R.P.R.G.C.T. REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS	
D.R.G.C.T. DEED RECORDS, GRAYSON COUNTY, TEXAS	
--- BOUNDARY LINE	
--- PROPERTY LINE	
--- EASEMENT LINE	

ACCEPTANCE

Approved this _____ day of _____, 2025, by the City Planning and Zoning Commission of the City of Sherman, Texas.

Chairman Secretary

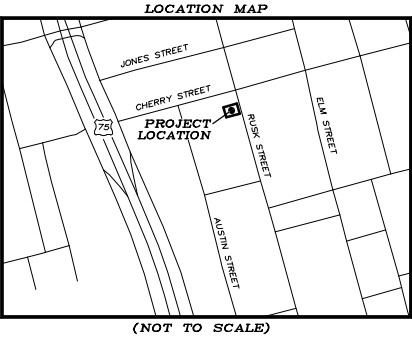
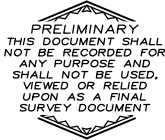
SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

That I, Douglas W. Underwood, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709

Date



Preliminary plat, for inspection purposes only.
In no way official or approved for record purposes.

OWNER'S CERTIFICATE OF DEDICATION

THAT ARMANDO CHAVEZ AND LAURA ALEJANDRA CORDOVA, acting by and through its duly authorized agent, does hereby adopt this plat designating the herein described real property as CHAVEZ-CORDOVA ADDITION, an addition to the City of Sherman, Grayson County, Texas. Being 0.147 acres situated in and being a portion of the SAMUEL BLAGG Survey, Abstract No. 56, City of Sherman, Grayson County, Texas and does hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS, my hand at Grayson County, Texas, this _____ day of _____, 2025.

ARMANDO CHAVEZ

LAURA ALEJANDRA CORDOVA

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, ARMANDO CHAVEZ 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 _____, 2025.

Notary Public in and for
the State of Texas
Commission Expires: _____

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, LAURA ALEJANDRA CORDOVA 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 _____, 2025.

Notary Public in and for
the State of Texas
Commission Expires: _____

AVIGATION RELEASE

THE STATE OF TEXAS
COUNTY OF GRAYSON

WHEREAS, ARMANDO CHAVEZ AND LAURA ALEJANDRA CORDOVA, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as CHAVEZ-CORDOVA ADDITION, an addition to the City of Sherman, Grayson County, Texas.

OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a municipal corporation, hereinafter called CITY, and Sherman Municipal Airport, hereinafter called AIRPORT, from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of all aircraft (aircraft being defined for the purposes of this instrument as any contrivance now known or hereinafter invented, used or designed or navigation of or flight in the air) by whomsoever owned and operated, in the airspace above OWNER'S property. Such release shall include, but not be limited to, any damages to the OWNER'S described property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on the Sherman Municipal Airport, whether such claim be for injury or death to person or persons damages to or taking off of property, and OWNER does hereby fully remise and release any right or cause of action which it may now have or which it may the future have against the CITY or AIRPORT, whether such claims be for injury or death to persons or damage to property due to noise, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation and/or maintenance of aircraft or aircraft engines at or on said Sherman Municipal Airport.

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at CHAVEZ-CORDOVA ADDITION, addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

EXECUTED THIS _____ DAY OF _____, 2025.

BY: ARMANDO CHAVEZ

BY: _____

BY: LAURA ALEJANDRA CORDOVA

BY: _____

PRELIMINARY PLAT
CHAVEZ-CORDOVA
ADDITION

Being a part of the SAMUEL BLAGG Survey, Abstract Number 56. Being in the City of Sherman, Grayson County, Texas. Containing 0.147 acres of land

04-15-2025

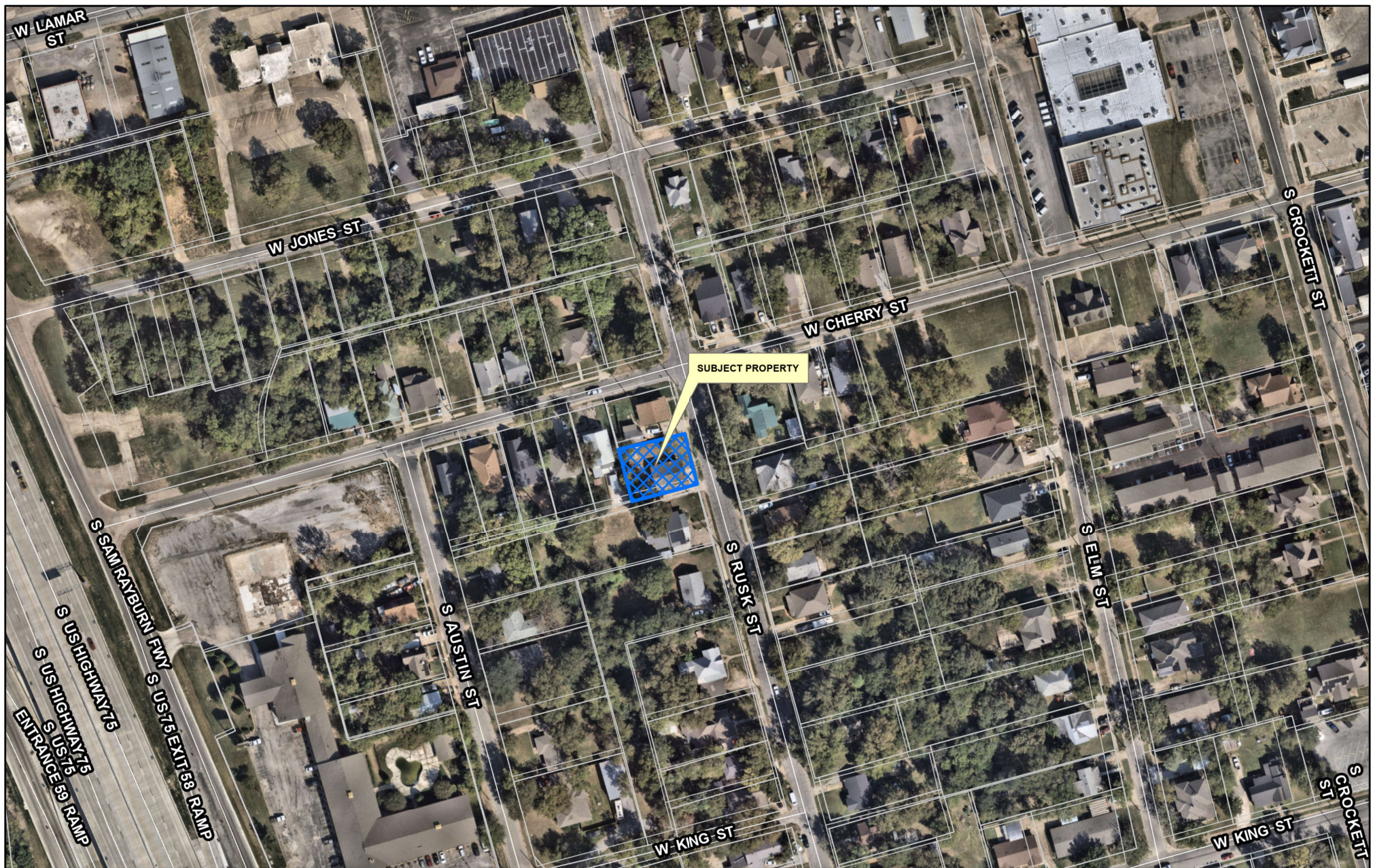
UNDERWOOD

DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

OWNERS/DEVELOPER
ARMANDO CHAVEZ
LAURA ALEJANDRA CORDOVA
222 PUMPING JACK ROAD
SHERMAN, TX 75092

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

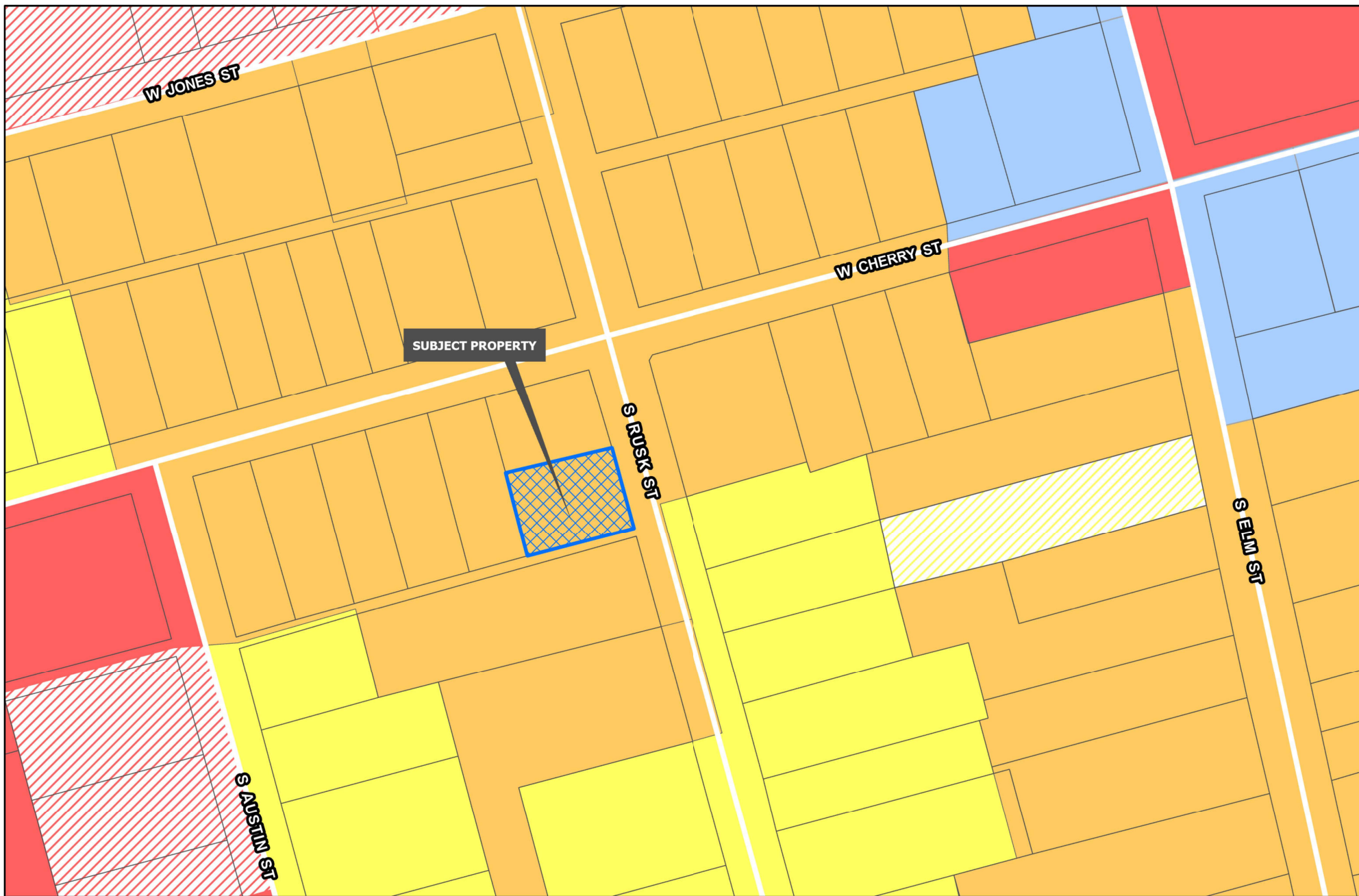


City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
408 S RUSK ST



Date: 7/9/2025 8:28 AM



Development Services
Department

 Planning & Zoning

 R-A Residential Agricultural

 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 Manufactured Housing

 C-N Neighborhood Commercial

 C-O Office

 C-1 Retail Business

 C-2 General Commercial

 M-1 Light Manufacturing

 M-1.5 Medium Manufacturing

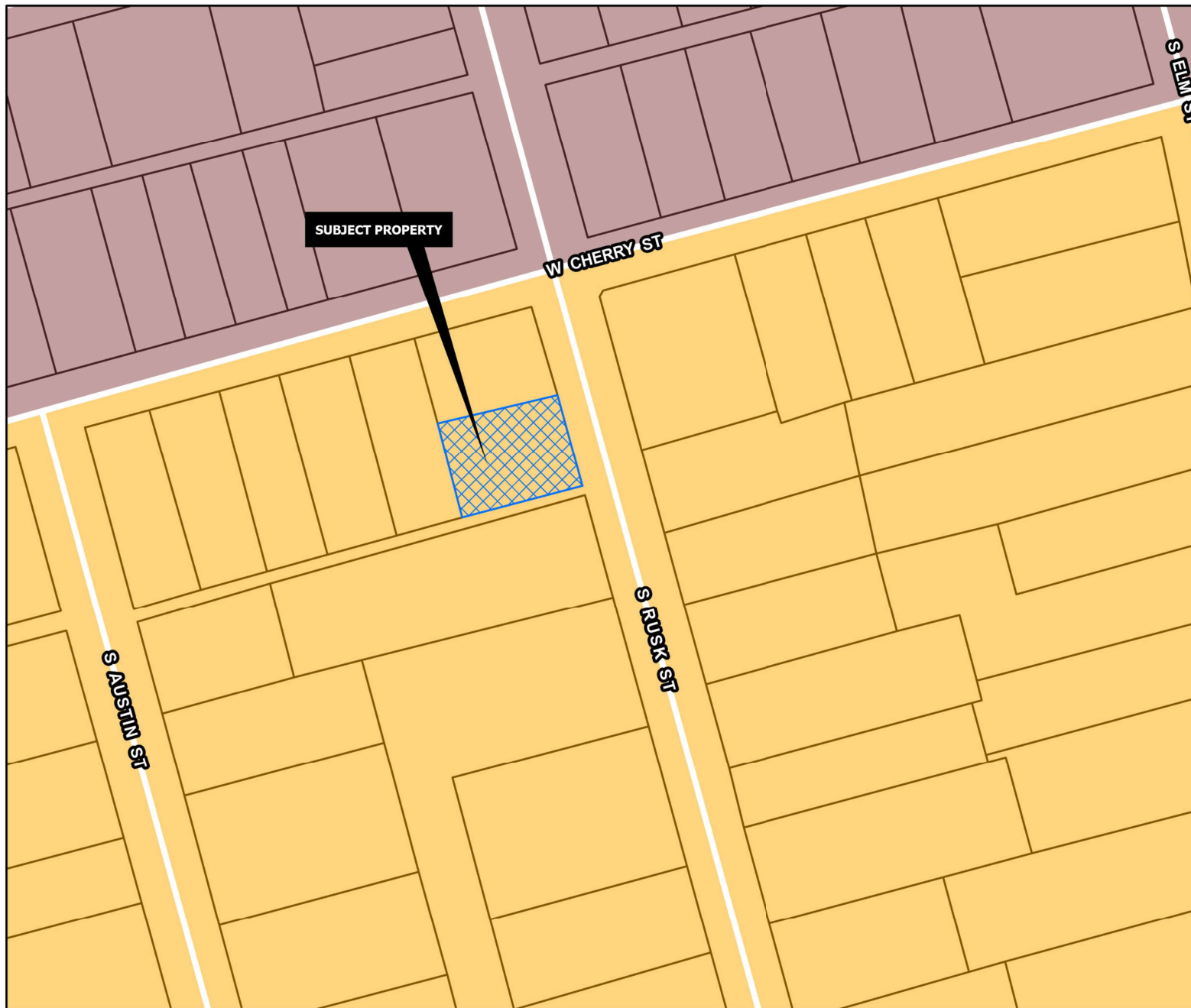
 M-2 Heavy Manufacturing

 PD Planned Development

CITY OF SHERMAN
ZONING MAP
408 S RUSK ST



Date: 7/9/2025 8:28 AM



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

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.



Development Services
Department

Agriculture/Rural	Core Neighborhood	Technology Hub
Airport	Downtown	Planning & Zoning
City Parkland	Regional Commercial	
Community Commercial	Suburban Neighborhood	

CITY OF SHERMAN
FUTURE LAND USE MAP
408 S RUSK ST



Date: 7/9/2025 8:28 AM

Armando Chavez
222 Pumping Jack Rd
Sherman, TX 75092
(903)-818-8573

To whom this may concern,

I am writing to formally express our intentions regarding the property located at 408 S Rusk St Sherman, Tx 75090. PID-163603

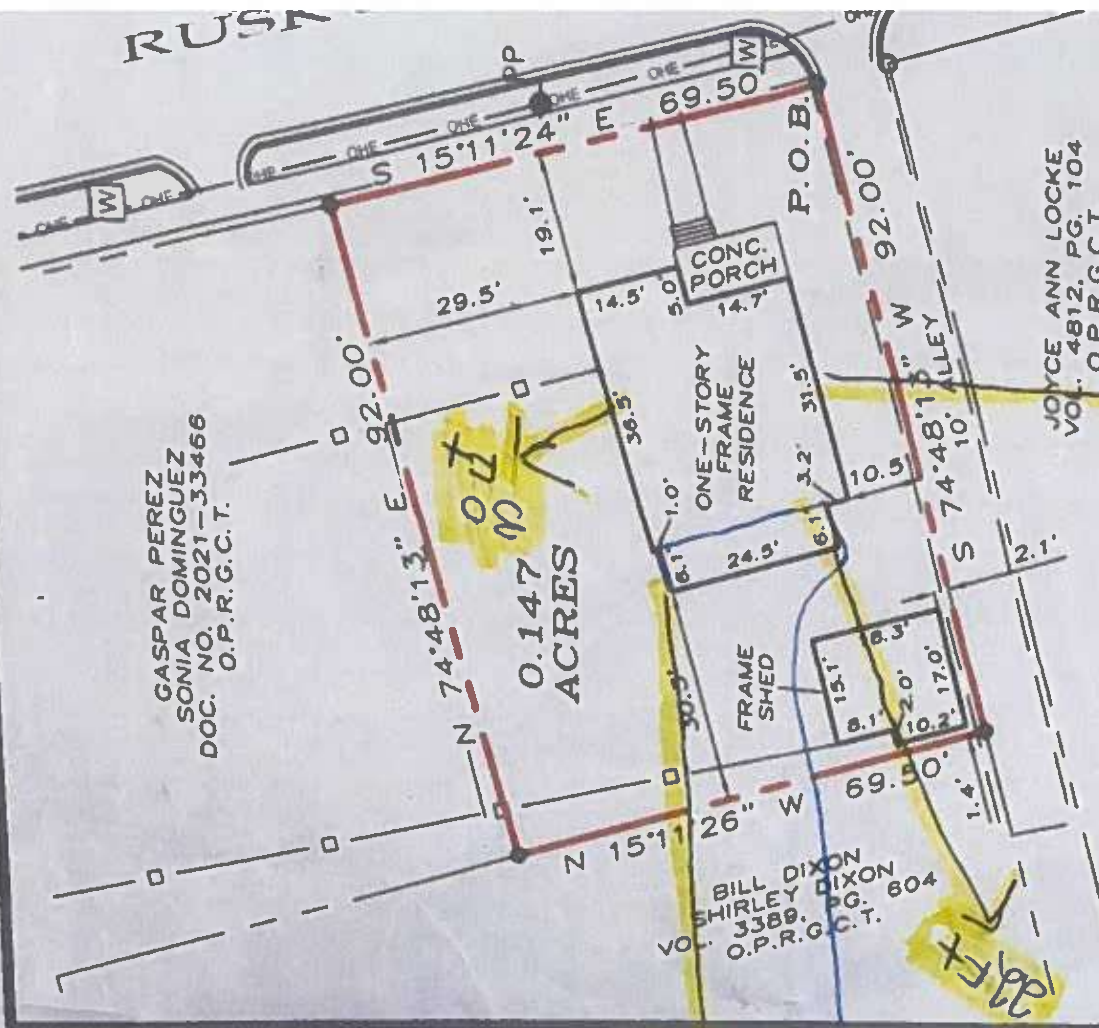
We are seeking to have the lot rezoned to Residential R-6. In addition, we will be requesting a variance, as the lot falls a few feet short of the required depth for this zoning classification.

Our plan, upon approval, is to remodel the existing house and add a small laundry room to improve its functionality and livability. We are committed to ensuring that the renovation aligns with neighborhood aesthetics and city development guidelines.

Thank you for your time and consideration. Please feel free to contact me with any questions or for additional documentation.

Thank you , Armando

RUSK



LEGEND

●	1/2" STEEL ROD SET
○	3/4" PIPE FOUND
PP	POWER POLE
W	WATER METER
P.O.B.	POINT OF BEGINNING
---	BOUNDARY LINE
---	PROPERTY LINE
---	STOCKADE FENCE

This survey contains information that is to be used for planning and surveying. It is to be used in whole or in part without written permission of Underwood & Surveying, Inc. is prohibited. This survey is also unpublished and under the copyright laws of the United States. If this work becomes published, following notice shall read:

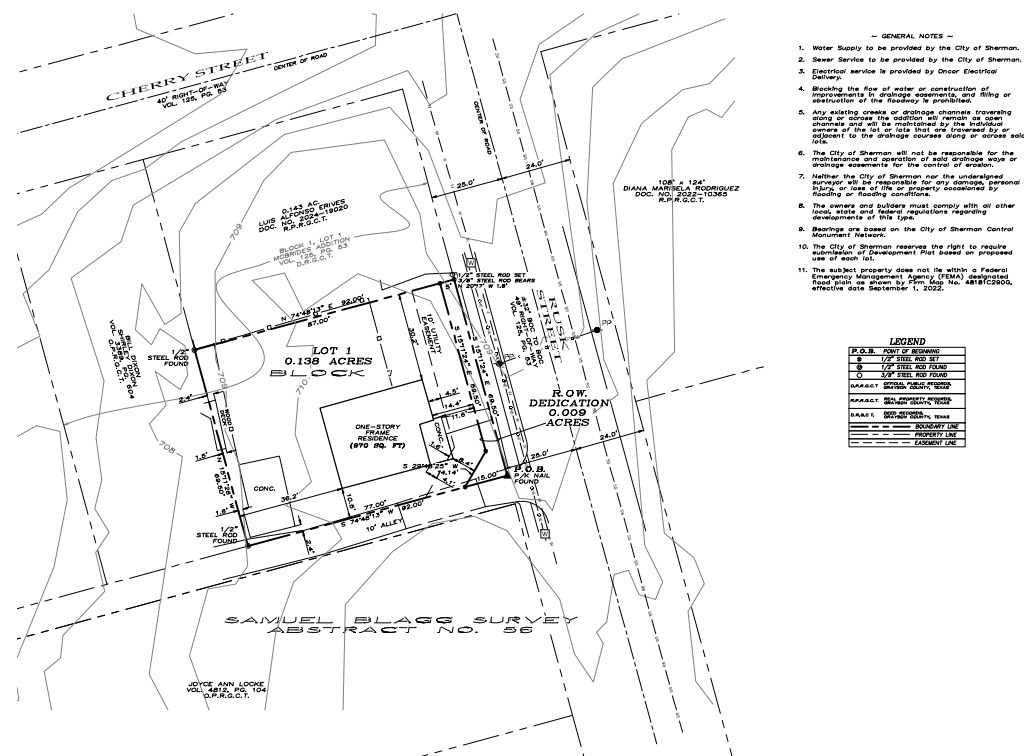
From addition
22' + 23 Ft
To back of property

From addition
11 Ft + 30 Ft
PLEASE see ABOVE
arrows

The addition in place of demo
with additional width + length

Demo
24.5 width
6.1 long

ADD in place of
above Demo
28.10 width
14.0 long



LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part Lot 1, Block 1, of the McBride's Addition, an addition to the City of Sherman, Texas, as shown by plat of record in Volume 125, Page 53, Deed Records of Grayson County, Texas, and being a certain tract of land, to-wit: 69-1/2 x 92' tract of land conveyed to Armando Chavez and Laura Alejandra Cardenas as recorded in Document Number 2021-19591, Official Public Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a P/K nail found for the southeast corner of said 69-1/2' x 92' Tract, said point also being the southeast corner of said Lot 1, Block 1;

Thence South 74°48'13" West, with the southerly line of said 69-1/2' x 92' Tract, and with the northerly line of a 10 foot alley, a distance of 92.00 feet to a 1/2" steel rod found for the southwest corner of said 69-1/2' x 92' Tract, common to the southeast corner of that tract of land described in the deed to Bill Dixon and Shirley Dixon, recorded in Volume 3389, Page 604, said Official Public Records;

Thence North 15°11'26" West, with the westerly line of said 69-1/2' x 92' Tract, and with the easterly line of said Dixon Tract, a distance of 69.50 feet to a 1/2" steel rod found for the northwest corner of said 69-1/2' x 92' Tract;

Thence North 74°48'13" East, with the northerly line of said 69-1/2' x 92' Tract, a distance of 92.00 feet to a 1/2" steel rod set for the northeast corner of said 69-1/2' x 92' Tract, said point being in the West Right-of-Way line of Rusk Street;

Thence South 15°11'24" East, with the easterly line of said 69-1/2' 92' Tract, and with the westerly Right-of-Way line of said Rusk Street, a distance of 69.50 feet to the Point-of-Beginning and containing 0.147 acres of land, more or less.

ACCEPTANCE

Approved this _____ day of _____, 2025, by the City
Planning and Zoning Commission of the City of Sherman, Texas.

Chalmers

~~Secret~~

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS

That I, Douglas W. Underwood, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4708

Date _____

PRELIMINARY
THIS DOCUMENT SHALL
NOT BE RECORDED FOR
ANY PURPOSE AND
SHALL NOT BE USED,
VIEWED OR RELIED
UPON AS A FINAL
SURVEY DOCUMENT

OWNER'S CERTIFICATE OF DEDICATION

[illegible]

WITNESS, my hand at Grayson County, Texas, this day of , 2025.

ARMANDO GHAVER

LAURA ALEJANDRA CORDOVA

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, ARMANDO CHAVEZ 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 10 day of August, 2025.

Notary Public in and for
the State of Texas
Commission Expires:

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, LAURA ALEJANDRA CORDOVA 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 _____, 2025.

Notary Public in and for
the State of Texas
Commission Expires:

AVIGATION RELEASE

THE STATE OF TEXAS
COUNTY OF GRAYSON

WHEREAS, ARMANDO CHAVEZ AND LAURA ALEJANDRA CORDOVA, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as CHAVEZ-CORDOVA ADDITION, an addition to the City of Sherman, Grayson County, Texas;

[illegible]

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at CHAVEZ-CORDOVA ADDITION, an addition to the City of San Antonio, Texas, and is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

EXECUTED THIS DAY OF , 2025

BY: ARMANDO CHAVEZ

BY: _____

BY: LAURA ALEJANDRA CORDOVA

BY

PRELIMINARY PLAT
CHAVEZ-CORDOVA
ADDITION

Being a part of the SAMUEL BLAGG Survey, Abstract Number 56. Being in the City of Sherman, Grayson County, Texas. Containing 0.147 acres of land

04-15-2025

<u>OWNERS/DEVELOPER</u>	<u>SURVEYOR</u>
ARMANDO CHAVEZ	DOUGLAS W. UNDERWOOD
LAURA ALEJANDRA CORDOVA	R.P.L.S. NO. 4709
222 PUMPING JACK ROAD	3404 INTERURBAN ROAD
SHERMAN TX 75092	DENISON, TEXAS

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

9-3-25

To whom it may concern:

I recieved a letter concerning
a zone change for property at
408 S. Rusk - thats next door to me

I have no problem with this change
This is ok with me.

THANKS

Joyce Locke
416 S. Rusk St
Sherman, Tx 75690

Joyce Locke



City Council Regular Meeting

Agenda Item No. D.2.

Meeting Date: 10/20/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6878

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.4063 acres being a part of Chaffins 1st Addition, Block 11, Lot 1 through 8, City Of Sherman, Grayson County, Texas, Located at 801, 805, 809 East Lamar Street, Heretofore Zoned R-6 (Single-Family Residential) District and C-2 (General Commercial) District; Rezoning And Placing The Tract In The C-1 (Retail Business) District Zoning Classification, Alicia Barron (Owner) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 0.4063 acres of land located at 801, 805 and 809 East Lamar Street from an R-6 (Single-Family Residential) District and C-2 (General Commercial) District to C-1 (Retail Business) District.

Background:

The property is located at 801, 805 and 809 East Lamar Street. The owner is requesting a Zone Change from an R-6 (Single-Family Residential) District and C-2 (General Commercial) District to C-1 (Retail Business) District.

This property has been operating as a commercial business for many decades; the property owner would like to request a zone change to be consistent with the current use.

Capital Improvement Program:

N/A

Origination:

Alicia Barron (Owner)

Financial Consideration:

None

Staff Recommendation:

At the September 16, 2025 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6878
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Land Use Map
6. Site Plan
7. Elevation

ORDINANCE NO. 6878

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 0.4063 ACRES BEING A PART OF CHAFFINS 1ST ADDITION, BLOCK 11, LOT 1 THROUGH 8, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 801, 805, AND 809 EAST LAMAR STREET, HERETOFORE ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT AND C-2 (GENERAL COMMERCIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-1 (RETAIL BUSINESS) DISTRICT ZONING CLASSIFICATION, ALICIA BARRON (OWNER) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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 801, 805 and 809 East Lamar Street 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 20th day of October 2025.

ADOPTED on this the 20th day of October 2025.

EFFECTIVE DATE on this the 20th day of October 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

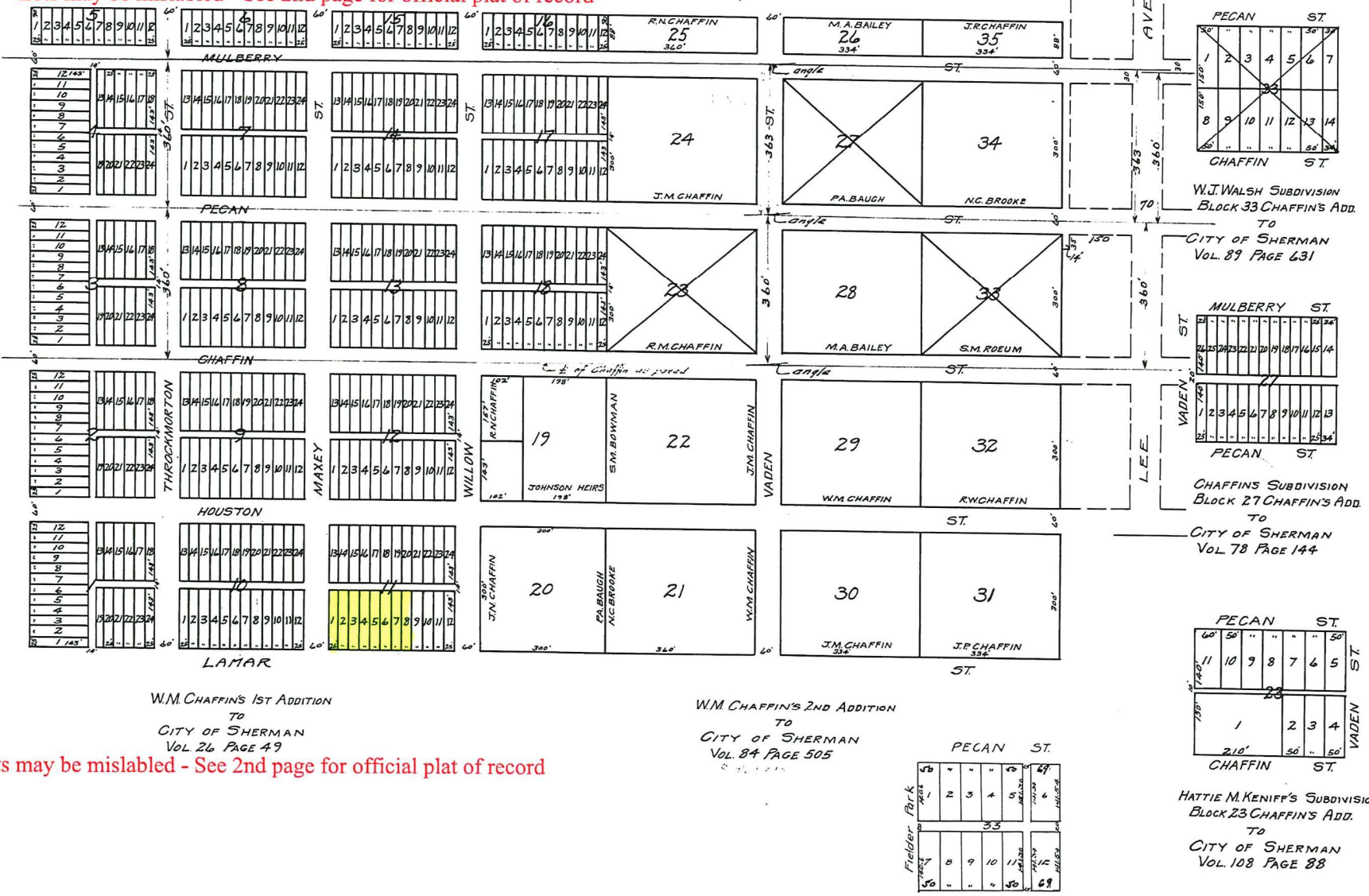
ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

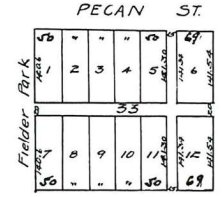
Lots may be mislabeled - See 2nd page for official plat of record



W.M. CHAFFIN'S 1ST ADDITION
TO
CITY OF SHERMAN
VOL. 26 PAGE 49

W.M. CHAFFIN'S 2ND ADDITION
TO
CITY OF SHERMAN
VOL. 84 PAGE 505

Lots may be mislabeled - See 2nd page for official plat of record



J.R. McElroy's Replot
Blk. 33 Chaffin's Add.
Vol. 199 Page 55 alleys Ded.

HATTIE M. KENIFF'S SUBDIVISION
BLOCK 23 CHAFFIN'S ADD.
TO
CITY OF SHERMAN
VOL. 108 PAGE 88

10079

Records
Chaffins
First Addition to the Town of Sherman March 4, 1873

Trans-continental Rail way (Depot)

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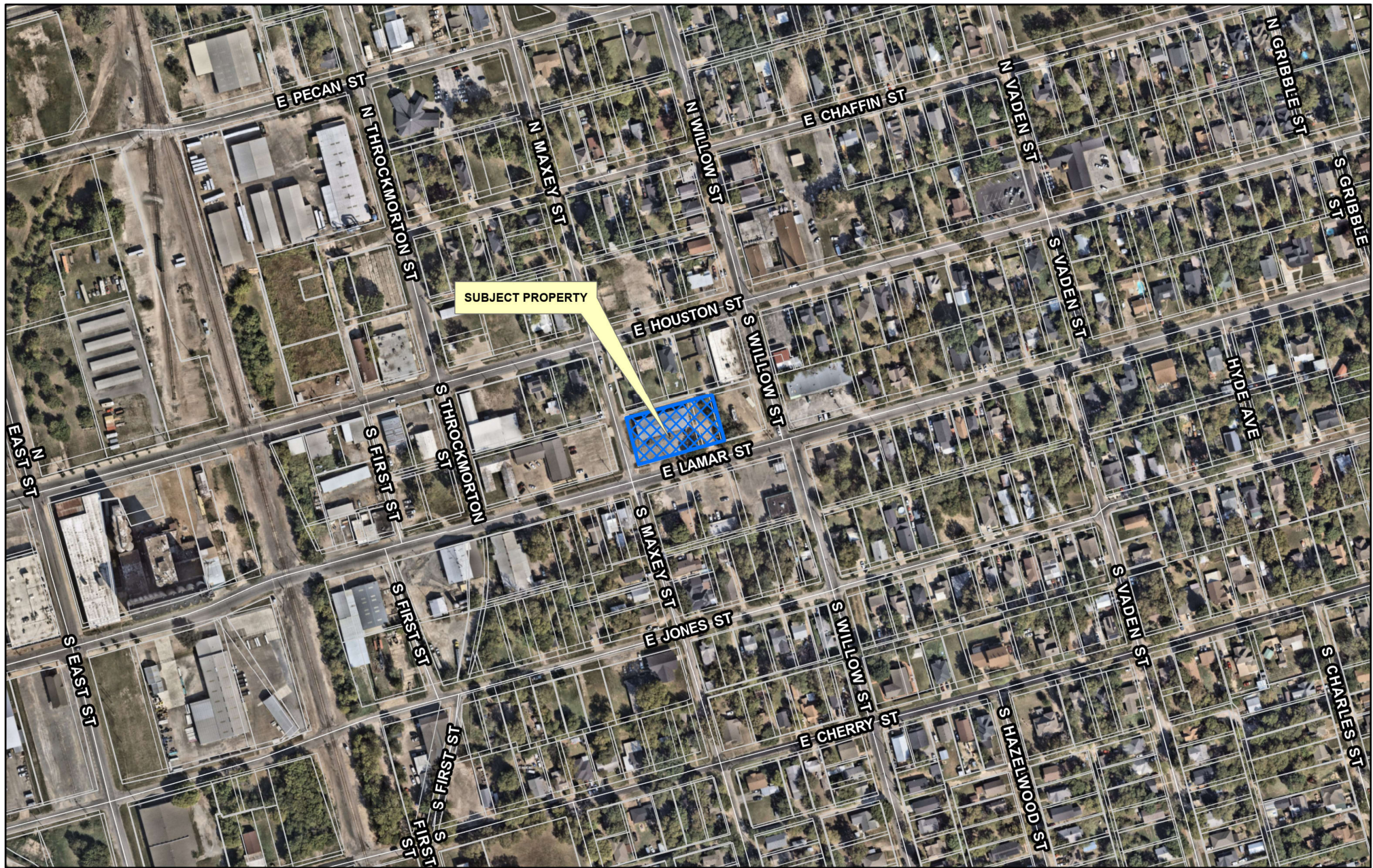
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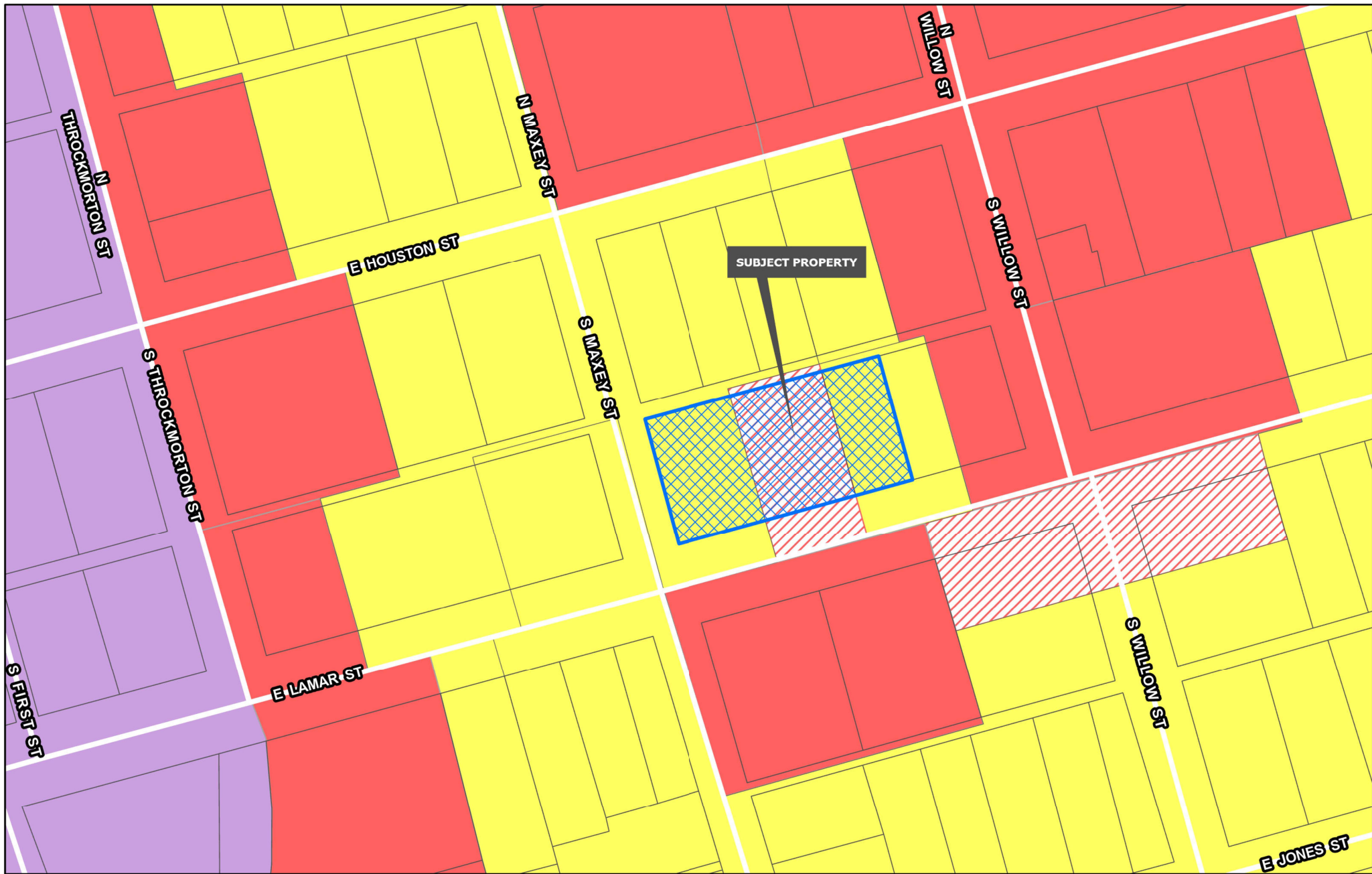
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Complanations. Sides 34. or 150 feet to the inch the blocks
are 30 ft. long. except the north tier, they are 30 ft. by 90 ft.
Block No 1 is 30 ft East of the S. W. cor of a 40 acre tract
owned by the said Whaffner. the lots are 25 ft front by 143 ft. back
alleys 44 ft. wide & streets 60 feet

Filed for Record, March 27th 1875 (No) Recorded, April 5th 1875
J. S. Clark, Clerk of the Court for Brazos County, Texas.

Asst. Treas. (Rich. Clark for Trappan County, Tenn.)





 Planning & Zoning

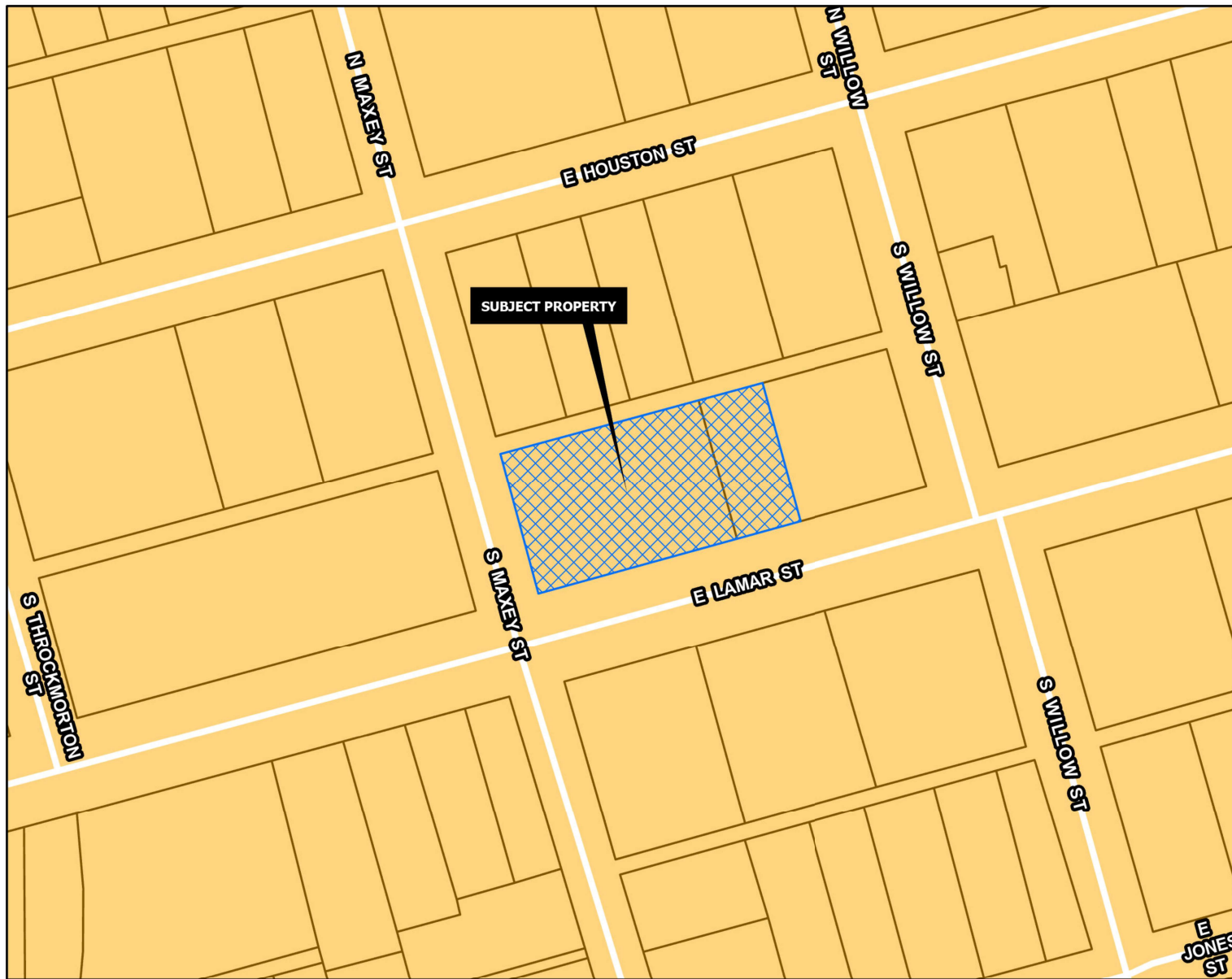
-  R-A Residential Agricultural
-  R-E Estate Residential
-  R-12 Single Family Residential
-  R-6 Single Family Residential
-  R-5 Single Family Residential

-  R-4 Patio Home Residential
-  R-2F Duplex Residential
-  R-TH Townhome Residential
-  MF-15 Multi-Family Residential
-  MF-30 Multi-Family Residential
-  MH Manufactured Housing
-  C-N Neighborhood Commercial

-  C-O Office
-  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 OF SHERMAN
ZONING MAP
801, 805, & 809 E LAMAR**





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

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.



801, 805, 809 E. Lamar



0 50 100 200 Feet







City Council Regular Meeting

Agenda Item No. D.3.

Meeting Date: 10/20/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6879

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow a Church or other place of worship in a C-2 (General Commercial) District, Located At 4800 Texoma Parkway, Consisting of 42.8134 acres being in the John Hendrix Survey, Abstract No. 503, the W.F. Patterson Survey, Abstract No. 969, the Daniel Shelp Survey, Abstract No. 1097 and the T.J. Shannon Survey, Abstract No. 1136, Lots 1 and 3, Block 1, Midway Mall, City Of Sherman, Grayson County, Texas Star Midway, LLC (Owner) and Byron Equizabal (Applicant) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit for 42.8134 acres of land located at 4800 Texoma Parkway to Allow a Church or other place of worship in a C-2 (General Commercial) District.

Background:

The property is located in the 4800 Texoma Parkway. The owner is requesting a Specific Use Permit for a Church or other place of worship in a C-2 (General Commercial) District.

The applicant proposes to convert the former movie theater located in Midway Mall into a church for religious assembly. The facility will be used for weekly worship services, Bible study, community meetings, and related church activities.

The following has been approved for this location:
4800 Texoma Pkwy:

- June 20, 2023 - Public Hearing and Zone Change from an M-1 (Light Manufacturing) District and C-2 (General Commercial) District to a C-2 (General Commercial) District.
- May 16, 2023 - Public Hearing and Zone Change, Tract One, consisting of 42.8134 acres in the John Hendrix Survey, Abstract No. 503, the W.F. Patterson Survey, Abstract No. 969, the Daniel Shelp Survey, Abstract No. 1097 and the T.J. Shannon Survey, Abstract No. 1136, Lots 1 and 3, Block 1, Midway Mall; Tract Two, consisting of 1.1255 acres in the John Hendrix Survey, Abstract No. 503 and the W.F. Patterson Survey, Abstract No. 969, Lots 5 and 7, Block 1, Midway Mall; Tract Four, consisting of 4.000 acres in the W.R. Patterson Survey, Abstract No. 969, Block 4, Midway Mall from a M-1 (Light Manufacturing) District and C-2 (General Commercial) District to a C-2 (General Commercial) District.
- May 16, 2023 - Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow a Mini-warehouse in a C-2 (General Commercial) District.
- May 16, 2023 - Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to
- allow Warehousing in a C-2 (General Commercial) District

- April 18, 2023 - Public Hearing and Temporary Use Permit under Section 14.06.008 to allow Tents, seasonal retail (temporary) in a C-2 (General Commercial) District
- March 21, 2023 - Public Hearing and Specific Use Permit under Section 14.06.009 to allow a School, commercial or trade in a M-1 (Light Manufacturing) District.
- February 22, 2022 - Temporary Use Permit to allow a Mobile COVID Testing Site in a C-2 (General Commercial) District/M-1 (Light Manufacturing) District
- September 8, 1987 - Specific Use Permit to allow a private club in a C-2 (General Commercial) District
- September 9, 1986 - Specific Use Permit to allow a private club in a C-2 (General Commercial) District
- February 13, 1969 - Specific Use Permit to allow a private club in a C-2 (General Commercial) District in Lease Space B-7-4

Capital Improvement Program:

N/A

Origination:

Star Midway, LLC (Owner) and Byron Equizabal (Applicant)

Financial Consideration:

None

Staff Recommendation:

At the September 16, 2025 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Specific Use Permit be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff has no objection to the approval of this item.**

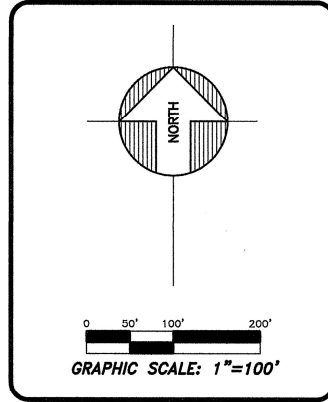
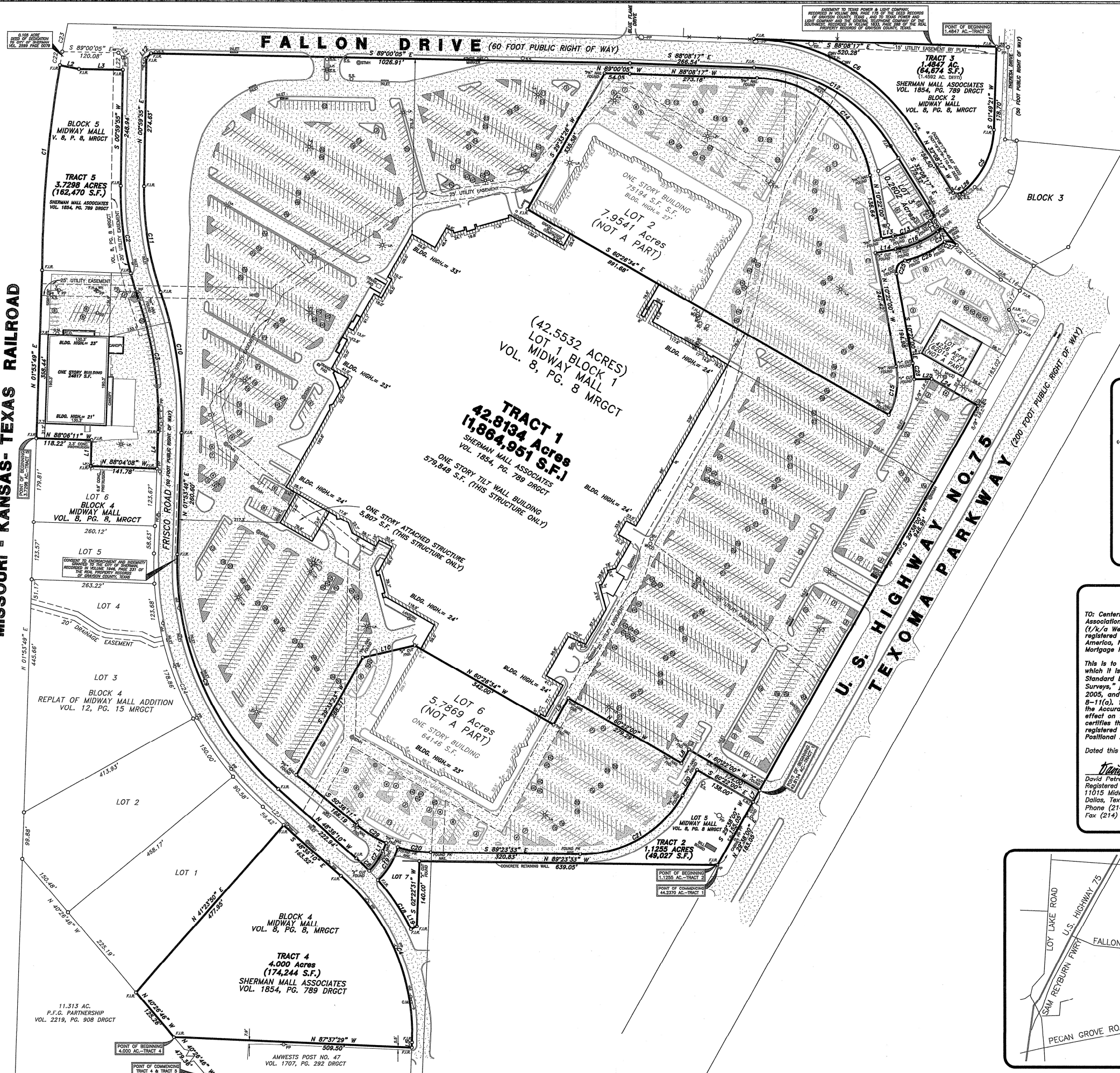
Alternatives:

The City Council could deny the request.

Attachments:

1. Exhibit A - Survey
2. Exhibit B - Site Plan
3. Location Map
4. Zoning Map
5. Future Land Use Map
6. Property Notification Sign
7. Narrative
8. Elevations
9. Staff Review Letter
10. Ordinance No. 6879

MISSOURI - KANSAS- TEXAS RAILROAD



- LEGEND
- F.H. FIRE HYDRANT
 - CHISELED "X" SET
 - CHISELED "X" FOUND
 - 5/8" FOUND IRON ROD W/ PLASTIC CAP
 - IRON ROD SET (SIZE AS NOTED)
 - OVERHEAD UTILITY POLE W/ GUY
 - UNDERGROUND ELECTRIC OR TELEPHONE
 - L.P. LIGHT POLE
 - S.M.H. SANITARY SEWER MANHOLE
 - SAN. SW. CLEAN OUT
 - G.V. GAS VALVE
 - W.V. WATER VALVE
 - A.S. AUTO SPRINKLER
 - E.B. ELECTRIC BOX
 - S.T. STREET SIGN
 - C.M. CABLE MARKER
 - W.M.B. WATER METER BOX
 - G.V. GAS VALVE
 - G.R. GRATE
 - C.B. CABINET
 - V. VAULT
 - H.P.S. HANDICAP PARKING SPACE

CERTIFICATION

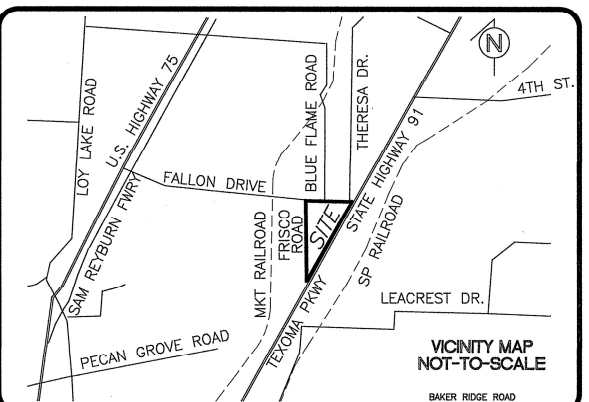
TO: Centerline Servicing, Inc., and U.S. Bank National Association, as successor in interest to Wells Fargo Bank, N.A. (f/k/a Wells Fargo Bank Minnesota, N.A.) as Trustee for the registered holders of First Union National Bank-Bank of America, N.A., Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2001-C-1.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2005, and includes Items 1, 2, 3, 4, 6, 7(a), 7(b)(1), 7(c), 8-11(a), 14, 16, 17 and 18 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Texas, the maximum Relative Positional Accuracy is 0.1 feet.

Dated this 2ND day of SEPTEMBER, 2009.

David Petree
David Petree
Registered Professional Land Surveyor No. 1890
11015 Midway Road
Dallas, Texas 75229
Phone (214) 358-4500
Fax (214) 358-4600

STATE OF TEXAS
REGISTERED
DAVID PETREE
1890
LAND SURVEYOR



DRAWN BY: BVN
CHECKED BY: DRP

NO.	DATE	REVISION
1.	7/20/09	REVISED PER COMMENTS FULLRIGHT & JAWORSKI
2.	8/23/09	ADDED PLAT REFERENCE TO TRACT 5 EASEMENT
3.	9/02/09	REVISED/LINE2 REMOVE LOT 4
4.	DATE	REV4/LINE1
5.	DATE	REV5/LINE1

ALTA/ACSM LAND TITLE SURVEY

SHERMAN MALL ASSOCIATES, L.P.

MIDWAY MALL SITE

CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

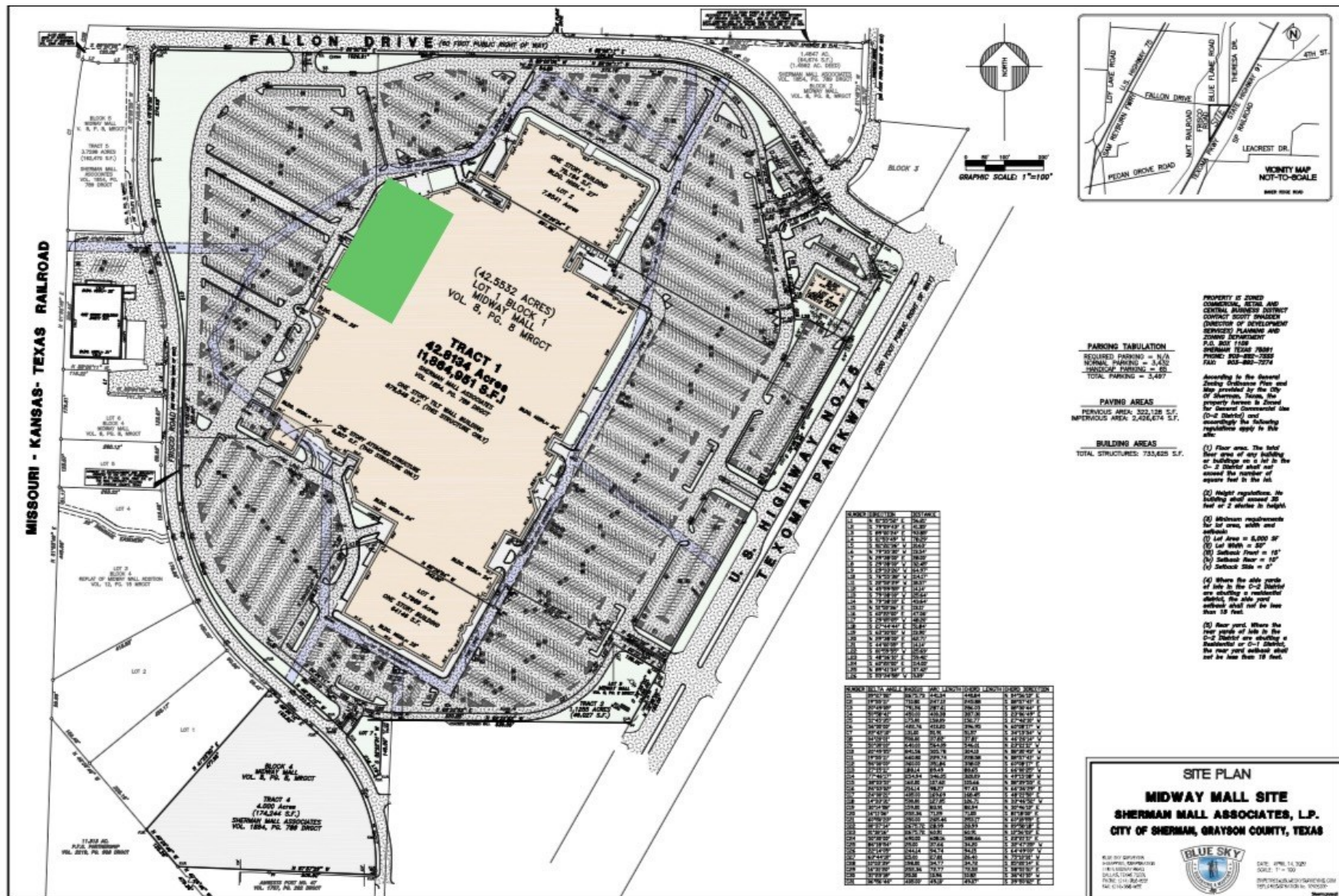
OLD REPUBLIC SITE MANAGEMENT SERVICES
A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

17330 Preston Road, Suite 150A
Dallas, Texas 75252
P: (469) 737-7000 F: (469) 737-7070

COPYRIGHT © 2009, OLD REPUBLIC SITE MANAGEMENT SERVICES. ALL RIGHTS RESERVED.

SHEET
1 OF 3

PROJECT NUMBER
OR090362



MISSOURI - KANSAS- TEXAS RAILROAD

FALLON DRIVE (NO FIRST PUBLIC RIGHT OF WAY)

U.S. HIGHWAY NO. 70

TEXOMA PARKWAY (NO FIRST PUBLIC RIGHT OF WAY)

Block 1

Tract 1
42.5532 Acres
1,984.961 S.F.
MIDWAY MALL ASSOCIATES
VOL. 184, PG. 788 DRGCT

Tract 2
4.000 Acres
174,344 S.F.
MIDWAY MALL ASSOCIATES
VOL. 184, PG. 788 DRGCT

Block 2

Block 3

Block 4

Block 5

Block 6

Block 7

Block 8

Block 9

Block 10

Block 11

Block 12

Block 13

Block 14

Block 15

Block 16

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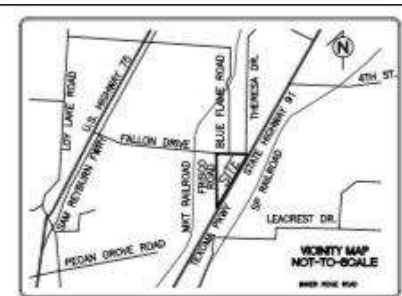
Block 254

Block 255

Block 256

Block 257

Block 25



NORMAL PAVING = 3,432
 POROUS PAVING = 60
 TOTAL PAVING = 3,492

According to the General
 Zoning Ordinance Plan and
 Map provided by the City
 of Overton, Texas, the
 property herein is Zoned for
 General Commercial Use
 (C-1 District) and
 accordingly the following
 regulations apply to this
 site:

(2) Height regulations. No building shall exceed 35

Test nr 2 starts in hallway.

- (2) Minimum requirements for 1st room, 1st floor and outdoors:
 - (1) 1st Area = 8,000 SF
 - (2) 1st Width = 10'
 - (3) Sidewalk Front = 10'
 - (4) Sidewalk Rear = 10'
 - (5) Sidewalk Side = 5'
- (3) Where the side grade of lots in the C-2 District are abutting a residential district, the side yard setback shall not be less than 15 feet.
- (4) Rear yard. Where the rear grade of lots in the C-2 District are abutting a Residential or C-1 District, the rear yard setback shall

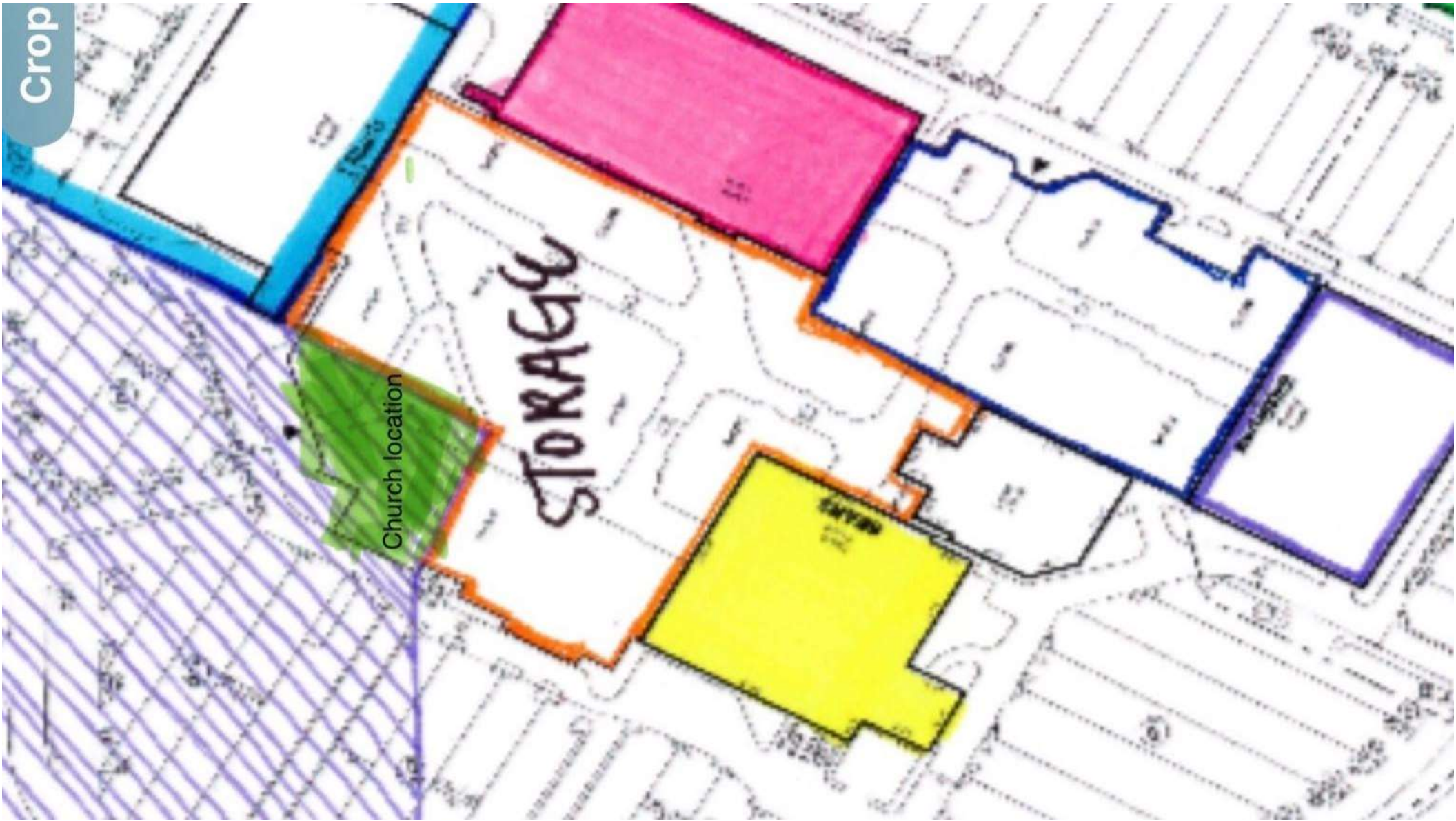
[illegible]

BLUE SKY COUNTRY
 HAWAIIAN SUPERHEROES
 THE HONOLULU AREA
 POLICE TRAINING CENTER
 1000 N. NEELE AVE.
 HONOLULU, HI 96813

DATE: APRIL 14, 2000
 AGES: 7 - 100

SUPERHEROES AND TRAINING OF
 THE HONOLULU POLICE

Crop



diagnose H:\PLANNING\Public Notification KT.aprx

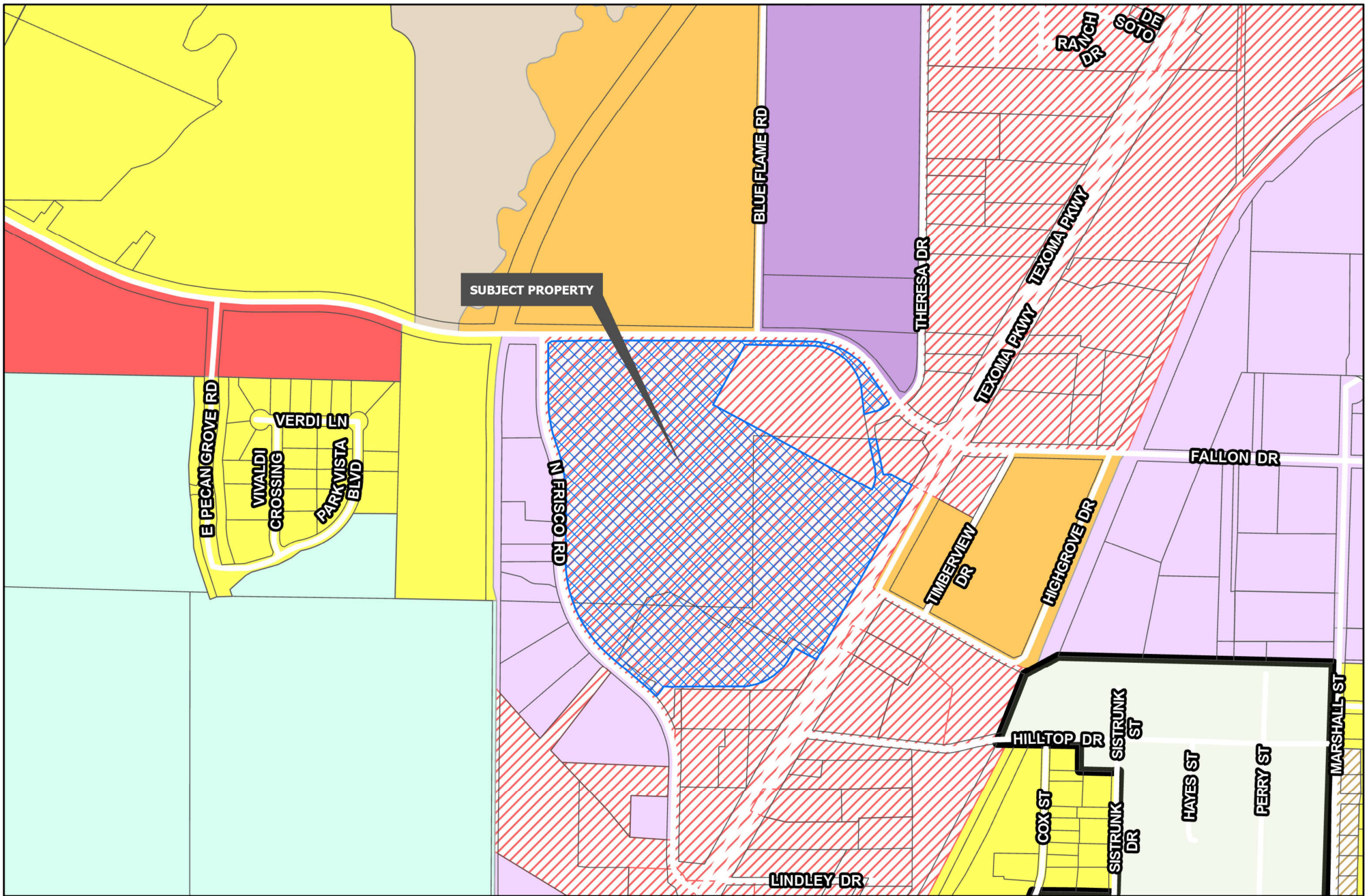


City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
4800 TEXOMA PKWY



Date: 5/6/2023 9:55 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

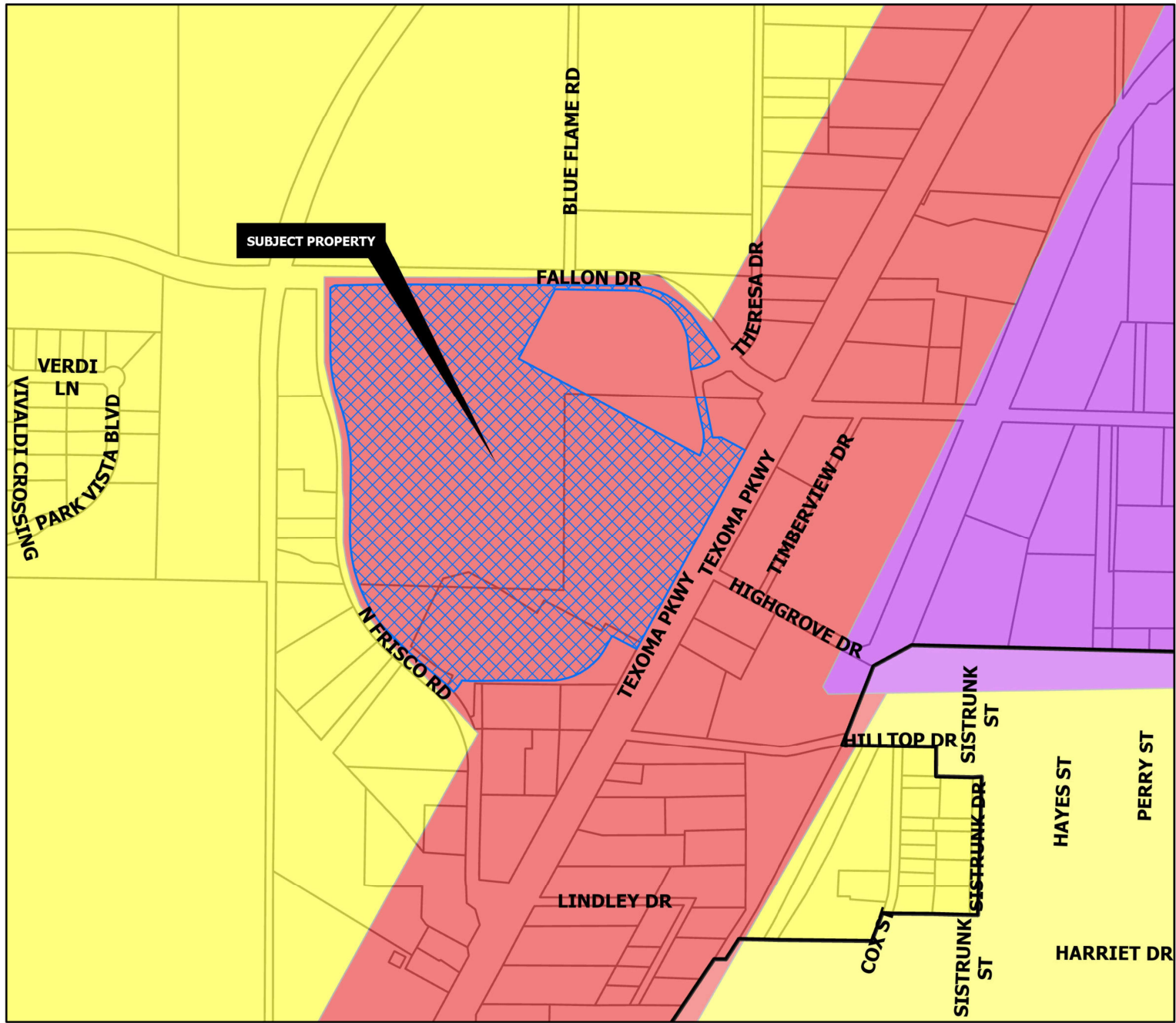
Development Services
Department

R-A Residential Agricultural	MF-15 Multi-Family Residential	M-1.5 Medium Manufacturing
R-E Estate Residential	MF-30 Multi-Family Residential	M-2 Heavy Manufacturing
R-12 Single Family Residential	MH Manufactured Housing	PD Planned Development
R-6 Single Family Residential	C-N Neighborhood Commercial	Road Names All
R-5 Single Family Residential	C-O Office	Planning & Zoning
R-4 Patio Home Residential	C-1 Retail Business	
R-2F Duplex Residential	C-2 General Commercial	
R-TH Townhome Residential	M-1 Light Manufacturing	

CITY OF SHERMAN
ZONING MAP
4800 TEXOMA PKWY



Date: 10/2/2024 2:39 PM



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."



Development Services
Department

	Agriculture/Rural		Core Neighborhood		Technology Hub
	Airport		Downtown		Planning & Zoning
	City Parkland		Regional Commercial		
	Community Commercial		Suburban Neighborhood		

CITY OF SHERMAN
FUTURE LAND USE MAP
4800 TEXOMA PKWY



4800 TEXOMA PARKWAY – PROPERTY NOTIFICATION SIGN



Project Narrative – Conversion of Former Movie Theater to Church Use

Project Address:

Midway Mall
4800 Texoma Pkwy
Sherman, TX 75090

Applicant / Tenant: Byrone Eguizabal

Owner Authorization: Midway Mall Sherman Texas

Proposed Use:

The applicant proposes to convert the existing former movie theater located in Midway Mall into a church for religious assembly.

The facility will be used for weekly worship services, Bible study, community meetings, and related church activities.

Building & Site Details:

- Existing building will remain with no major structural changes.
- Interior renovations will include:
 - Removal of old theater seating as needed
 - Minor finish upgrades for worship area and classrooms
 - Installation or verification of exit signage and lighting
- Estimated occupancy: ~~100-250~~ attendees per service
- Hours of operation: Primarily evenings and weekends
- Existing parking will accommodate attendees (no expansion anticipated).

Compliance & Safety:

- The church will comply with all applicable fire, building, and ADA requirements.
- Fire Marshal inspection will be coordinated for exit and safety verification.
- Any signage changes will comply with city regulations.

Community Impact:

- The proposed church use is a low-traffic, low-impact community use.
- Activities are primarily limited to weekends and evenings, minimizing traffic and noise.

Conclusion:

This project will repurpose an existing vacant building into a positive community use without significant alterations to the site or adverse impact to surrounding properties.

Submitted By: Byrone Eguizabal

Date: 7/1/2025



STAFF REVIEW LETTER

September 9, 2025

Sent via Email

Star Midway, LLC
900 Linden Ave, Suite 100
Rochester, NY 14625

Byron Eguizabal
120 E Mulberry Street
Sherman, TX 75090

Dear Applicants,

The request of a Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow a Church or other place of worship in a C-2 (General Commercial) District located at 4800 Texoma Parkway, Suite 300 has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, September 16, 2025 at 5:00 P.M., in the in the City Council Chambers at 220 W. Mulberry.

City staff has reviewed your request, and the following items need to be noted/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 Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). (*Code of Ordinances Chapter 3*)
3. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Article 14.07*)
4. The property must be properly maintained in a state of good repair and neat appearance.
5. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
6. The granting of the 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(a)(1)(C)*)
8. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
9. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

It is the policy of 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 Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,



Rob Rae

Acting Secretary, Planning and Zoning Board and Board of Adjustment

CC:	Zachary Flores, City Manager	Steven Davis, Asst. Fire Marshal
	Clint Philpott, Asst. City Manager	Amber Doan, Engineering Coordinator
	Wayne Lee, P.E., Director of Engineering	Tom Pruitt, Utility Engineer
	The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney	

ORDINANCE NO. 6879

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 CHURCH OR OTHER PLACE OF WORSHIP IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 4800 TEXOMA PARKWAY, CONSISTING OF 42.8134 ACRES BEING IN THE JOHN HENDRIX SURVEY, ABSTRACT NO. 503, THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969, THE DANIEL SHELP SURVEY, ABSTRACT NO. 1097 AND THE T.J. SHANNON SURVEY, ABSTRACT NO. 1136, LOTS 1 AND 3, BLOCK 1, MIDWAY MALL, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS STAR MIDWAY, LLC (OWNER) AND BYRON EQUIZABAL (APPLICANT) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; 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 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 4800 Texoma Parkway, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Church or other place of worship, 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**.

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 Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. (*Code of Ordinances Chapter 3*)
3. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Article 14.07*)
4. The property must be properly maintained in a state of good repair and neat appearance.
5. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
6. The granting of the 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(a)(1)(C)*)
8. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
9. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Additional Conditions: as applicable

10. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B**.

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 20th day of October 2025.

ADOPTED on this the 20th day of October 2025.

EFFECTIVE DATE on this the 20th day of October 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



City Council Regular Meeting

Agenda Item No. D.4.

Meeting Date: 10/20/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6880

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 1.99 acres being Lots 2 & 3, Block 4 DR., J.H. Caraway's Addition, City Of Sherman, Grayson County, Texas, Located at 606 East Lamberth Road, Heretofore Zoned C-1 (Retail Business) District Rezoning And Placing The Tract In The C-2 (General Commercial) District Zoning Classification, Remington Sherman Automotive, LLC (Owner), Shane Donohue (Applicant) and Texas Heritage Surveying, LLC (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 1.99 acres of land located at 606 East Lamberth Road from a C-1 (Retail Business) District to a C-2 (General Commercial) District.

Background:

The property is located in the 606 East Lamberth Road (Sherman Chevrolet). The owner is requesting a Zone Change from a C-1 (Retail Business) District to a C-2 (General Commercial) District.

The following has been approved:

- 9/16/2025 - Public Hearing and Variance under Section 14.03.001 to allow a metal building in lieu of the required masonry, or masonry veneer, or concrete siding for the existing structure
- 9/16/2025 - Public Hearing and Variance under Section 14.03.001 to allow a metal building in lieu of the required masonry, or masonry veneer, or concrete siding for the proposed structure.
- 2/16/2016 - To allow full height EFIS (Exterior Finish Insulation System) on the front and the north 50' on the east and west façade in lieu of the required masonry requirements for an addition to Earl Owen Supply, Inc. in a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District.

Capital Improvement Program:

N/A

Origination:

Remington Sherman Automotive, LLC (Owner), Shane Donohue (Applicant) and Texas Heritage Surveying, LLC (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 16, 2025 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff has not objection to the approval of this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6880
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Land Use Map
6. Property Notification Sign
7. Narrative
8. Site and Landscape Plan
9. Elevations

ORDINANCE NO. 6880

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 1.99 ACRES BEING LOTS 2 & 3, BLOCK 4 DR., J.H. CARAWAY'S ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 606 EAST LAMBERTH ROAD, HERETOFORE ZONED C-1 (RETAIL BUSINESS) DISTRICT REZONING AND PLACING THE TRACT IN THE C-2 (GENERAL COMMERCIAL) DISTRICT ZONING CLASSIFICATION, REMINGTON SHERMAN AUTOMOTIVE, LLC (OWNER), SHANE DONOHUE (APPLICANT) AND TEXAS HERITAGE SURVEYING, LLC (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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 606 East Lamberth Road and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the C-2 (General Commercial) 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 20th day of October 2025.

ADOPTED on this the 20th day of October 2025.

EFFECTIVE DATE on this the 20th day of October 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

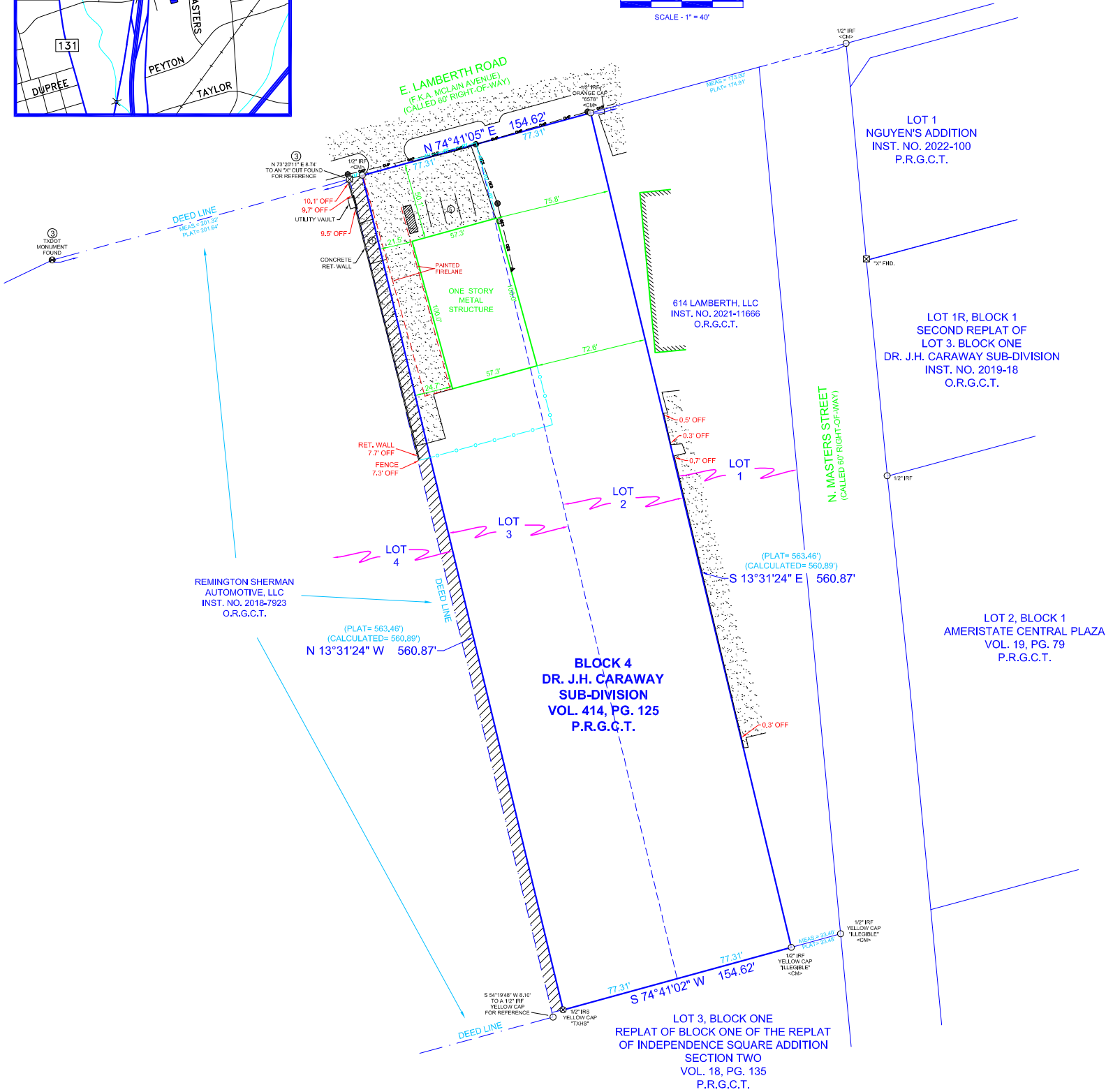
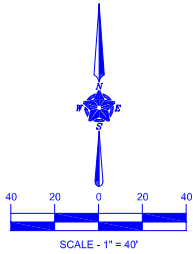
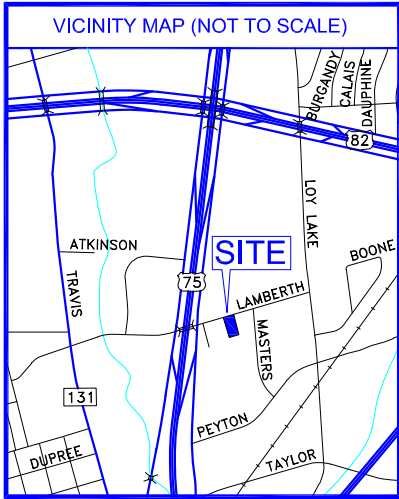
ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



PROPERTY DESCRIPTION

This is to certify that persons under my direction have, this date, made an on-the-ground survey of property located at 606 E. LAMBERTH ROAD, in the City of SHERMAN, Texas, Lot TWO (2) AND LOT THREE (3), Block FOUR (4), of DR. J.H. CARAWAY'S ADDITION, an addition to the City of SHERMAN, GRAYSON COUNTY, Texas, as per PLAT recorded in VOLUME 414, PAGE 125 of the DEED Records of GRAYSON County, Texas.

REVISIONS

No.	Revision/Issue	Date
1.	client comment	10/05/2023
2.	client comment	10/05/2023

LEGEND

⊕ HANDICAPPED SPACE	⊙ LIGHT POLE
① PARKING SPACE	⊙ POWER POLE
⊙ IRON ROD FOUND	⊙ BRICK COLUMN
⊗ IRON ROD SET "TXHS"	AC AIR CONDITIONING
⊙ IRON PIPE FOUND	⊙ FIRE HYDRANT
⊗ "X" FOUND / SET	⊙ ELECTRIC METER
<CM> CONTROL MONUMENT	⊙ GAS METER
⊙ IRRIGATION CONTROL VALVE	⊙ BOLLARD
⊙ CLEAN-OUT	⊙ ASPHALT PAVING
⊙ WATER METER	⊙ CHAIN LINK FENCE
⊙ WATER VALVE	⊙ WOOD FENCE (CENTER POST)
⊙ GREASE TRAP	⊙ WIRE FENCE
⊙ MANHOLE	⊙ IRON FENCE
⊙ STORM SEWER	⊙ PIPE FENCE
⊙ SANITARY SEWER	
⊙ COVERED PORCH, DECK OR CARPORT	
⊙ CONCRETE PAVING	
⊙ NO PARKING	
⊙ GRAVEL/ROCK ROAD OR DRIVE	
⊙ OES OVERHEAD ELECTRIC SERVICE	
⊙ OHP OVERHEAD POWER LINE	
⊙ SS SANITARY SEWER LINE	

EXCEPTIONS TO THE TITLE COMMITMENT

As relied upon and provided by Kensington Vanguard National Land Services of TX, LLC and Stewart Title Guaranty Company, in connection with the transaction referenced in GF No. 5156389-S-TX-CP-BCK with an effective date of August 6, 2023 and an issued date of August 14, 2023.

Exception No.	DESCRIPTION OF EASEMENT	Applies to Subject tract	Shown Graphically on Attached Survey Plat
10b.	Blanket Easement granted to Texas Power & Light Company by instrument recorded in/under Volume 426, Page 520, Deed Records, Grayson County, Texas.	YES	NO (POWER DISTRIBUTION)
10c.	Blanket Easement granted to Texas Pipeline Company by instrument recorded in/under Volume 692, Page 395, Deed Records, Grayson County, Texas.	YES	NO (TO BE LOCATED BY PROVIDER)
10d.	Easement for highway purposes granted to State of Texas by instrument recorded in/under Volume 1343, Page 95, Deed Records, Grayson County, Texas.	NO	NO

GENERAL NOTES

- 1) According to the F.I.R.M. No. 48181C0290G, the subject property lies in Zone X, and does not lie within a Special Flood Hazard Area.
- 2) All easements and building lines are by recorded plat and as furnished in referenced commitment for title insurance unless otherwise noted.
- 3) Record monuments called out on Deed Instrument Number 2018-7923 Official Records, Grayson County, Texas.
- 4) Bearings are based upon the Texas State Plane Coordinate System, North Central Zone 4202, North American Datum of 1983, (2011).

SURVEYOR'S CERTIFICATE

Certify To: Kensington Vanguard National Land Services of TX, LLC, Remington Sherman Automotive, LLC and Stewart Title Guaranty Company, in connection with the transaction referenced in GF No. 5156389-S-TX-CP-BCK.

I hereby certify that on the 3rd day of November 2023, this survey was made on the ground as per the field notes shown on this survey and is true, correct, and accurate as to the boundaries and areas of the subject property and the size, location, and type of buildings and improvements thereon, if any, and as to the other matters shown hereon, and correctly shows the location of all visible easements and rights-of-way and of all rights-of-way, easements, and any other matters of record, or of which I have knowledge or have been advised, whether or not of record, affecting the subject property, and the location of all curb cuts and driveways, if any.

Except as shown on the survey, there are no encroachments upon the subject property by improvements on adjacent property, there are no encroachments on adjacent property, streets, or alleys by any improvements on the subject property, and there are no conflicts or discrepancies.

Both vehicular and pedestrian ingress to and egress from the subject property is provided by E. Lamberth Road, same being a paved, dedicated public right-of-way maintained by The City of Sherman, which abuts the subject property, and is physically open and being used.

This survey complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

TEXAS HERITAGE SURVEYING, LLC

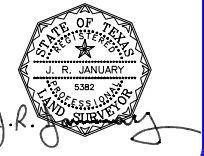


10610 Metric Drive, Suite 124, Dallas, TX 75243
Office 214-340-9700 Fax 214-340-9710
txheritage.com Firm No. 10169300

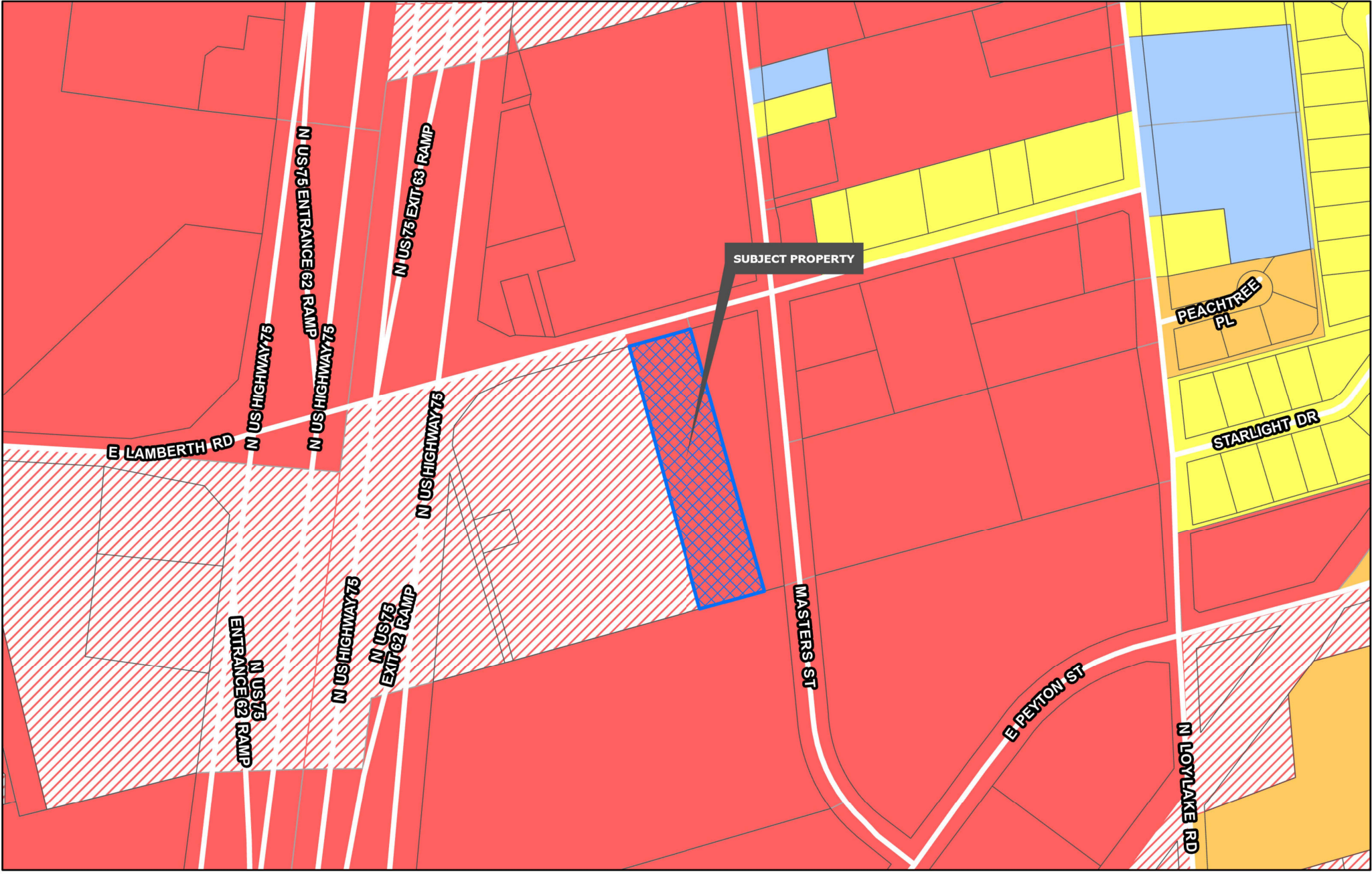
CATEGORY 1A CONDITION II

606 E. LAMBERTH ROAD
LOTS 2 & 3, BLOCK 4
DR. J.H. CARAWAY'S ADDITION
SHERMAN, GRAYSON COUNTY, TEXAS

Task No.
2301939-1
Drawn By
KO
Date
10/02/2023
Scale
1"=40"



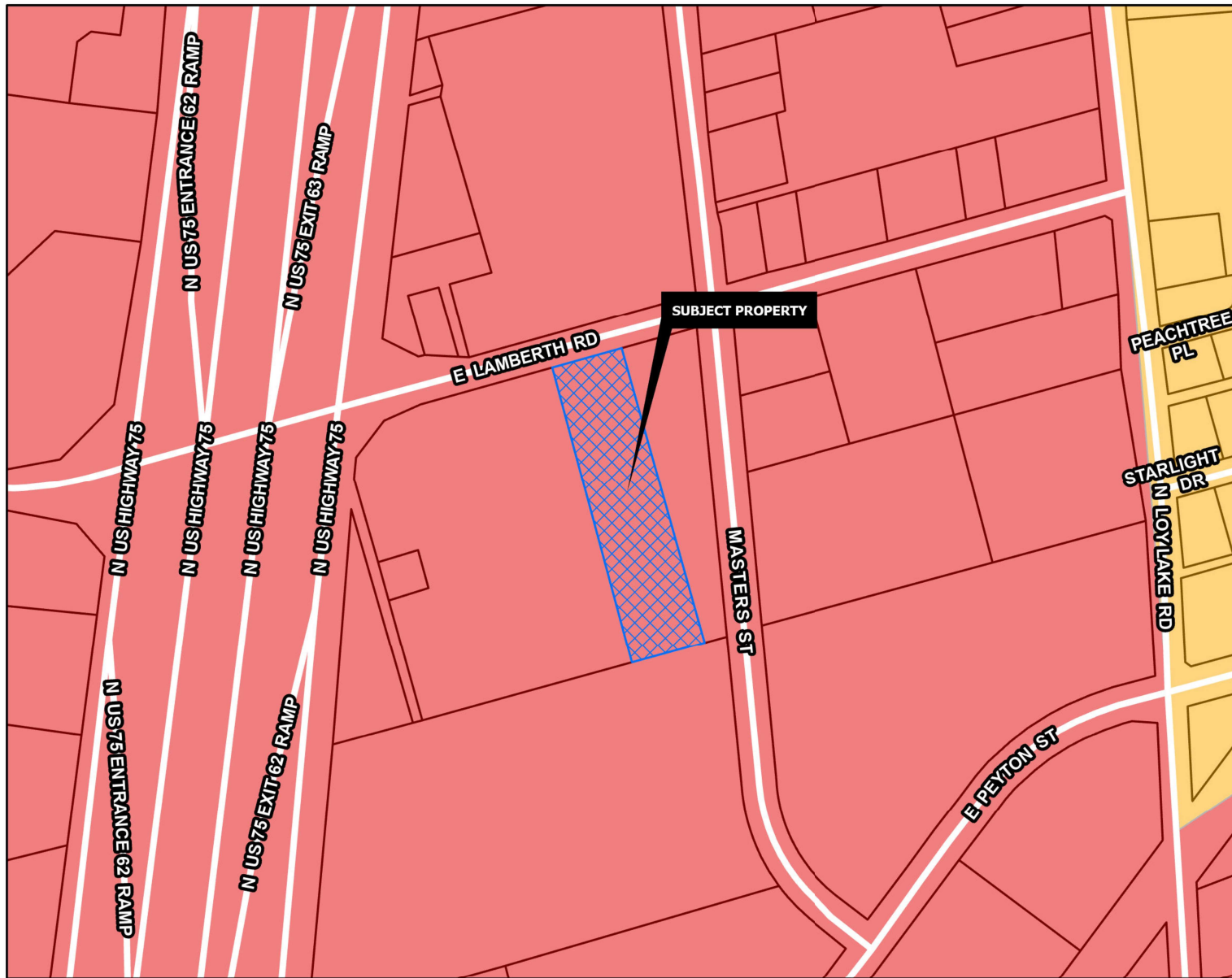




- | | | |
|--------------------------------|--------------------------------|----------------------------|
| Planning & Zoning | R-4 Patio Home Residential | C-O Office |
| R-A Residential Agricultural | R-2F Duplex Residential | C-1 Retail Business |
| R-E Estate Residential | R-TH Townhome Residential | C-2 General Commercial |
| R-12 Single Family Residential | MF-15 Multi-Family Residential | M-1 Light Manufacturing |
| R-6 Single Family Residential | MF-30 Multi-Family Residential | M-1.5 Medium Manufacturing |
| R-5 Single Family Residential | MH Manufactured Housing | M-2 Heavy Manufacturing |
| | C-N Neighborhood Commercial | PD Planned Development |

**CITY OF SHERMAN
ZONING MAP
606 E LAMBERTH RD**





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."



606 EAST LAMBERTH ROAD – PROPERTY NOTIFICATION SIGN





2 September 2025

City of Sherman, Texas
317 S Travis Street
Sherman, TX 75090

Sub: **Sherman Chevrolet Quick Lube Remodel**
606 Lamberth Rd.
Sherman, Texas 75090

This submittal pertains to the property located at 606 Lamberth Road in Sherman, Texas, legally described as "All of Lot Two(2) and Lot Three (3) in block Four (4), Dr. J.H. Carraway's Addition to the City of Sherman, Grayson County, Texas, As per plat recorded in Volume 414, Page 125 of the Deed Records of Grayson County, Texas and as recorded in those certain Warranty Deeds filed for records on April 30, 1985 in Volume 1746 at Pages 731 and Volume 1786, Page 734 of the Deed Records of Grayson County, Texas".

The existing property consists of approximately 1.99 acres and includes an existing 5,725 SF pre-engineered metal building that was formerly used for automotive parts and accessories sales.

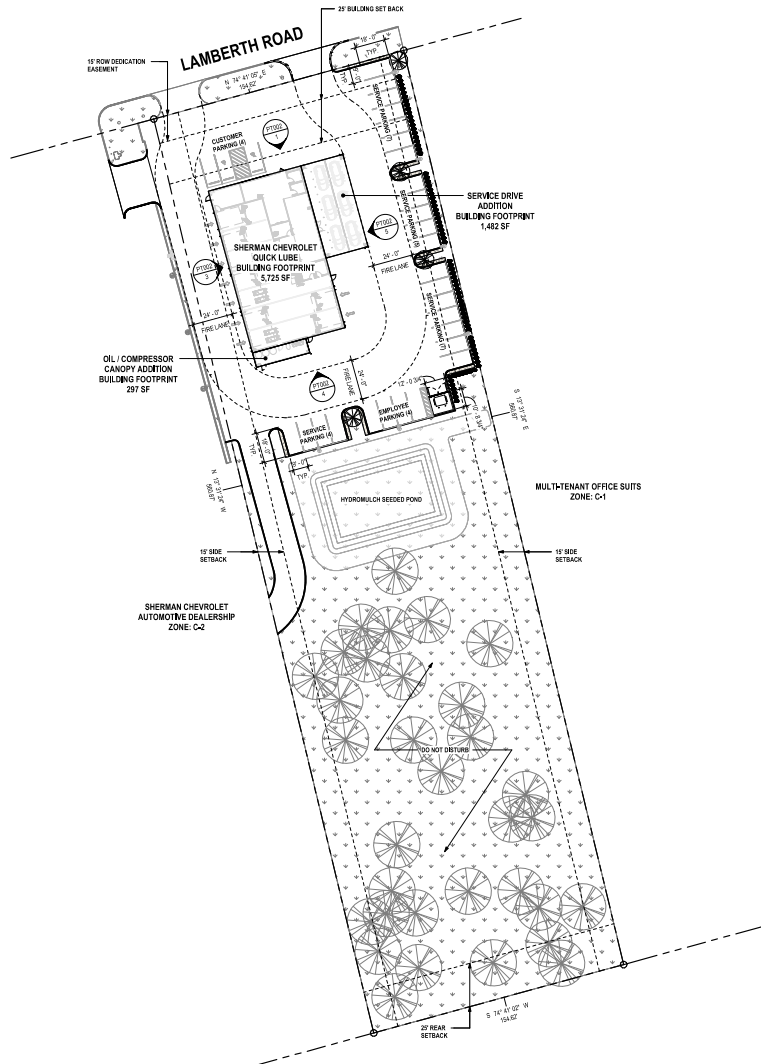
We are requesting Zoning and Specific Use Permit (SUP) approval to allow the property to be repurposed for Automotive Service use. The proposed development will support the relocation of quick service operations from the neighboring Sherman Chevrolet dealership to this dedicated facility, enhancing operational efficiency and improving customer experience.

When customers arrive at the Service Canopy, they are welcomed by service staff, who complete the check-in process and move the vehicle from the drop-off canopy into the service area. Once service is complete, staff return the vehicle to the canopy where customers complete check-out and pick-up. During this time, customers may either wait in the designated lounge or drop off their vehicle and return later for retrieval.

The scope of work includes interior renovations to accommodate vehicle service lifts, office areas, and a customer lounge. In addition, we propose the construction of a new 1,482 SF service canopy and a 297 SF equipment canopy, along with associated site improvements.

Regards,

Jason Otero, AIA
President
LOMA Architecture



1 OVERALL SITE PLAN
1"=30'-0"

PARKING CALCULATIONS	
PARKING CALCULATIONS (PER SECTION 14A.003 - CITY OF SHERMAN MUNICOD)	
AUTOMOBILE (MOTOR VEHICLE) LINES - TWO (2) PARKING SPACES IS REQUIRED FOR EVERY SERVICE BAY WITH A MINIMUM OF FIVE (5) PARKING SPACES.	
TOTAL SERVICE BAYS = 2	
TOTAL PARKING SPACES REQUIRED = 9.2 = 10 SPACES	
TOTAL PARKING SPACES PROVIDED = 10 SPACES	

SITE DATA	
EMPLOYEE PARKING	4
CUSTOMER PARKING	4
SERVICE PARKING	20
TOTAL PARKING SPACES	31 SPACES
TOTAL SITE AREA	86,600 SF
CURRENT ZONING	C-1
PROPOSED ZONING	C-1
HARD SURFACE / IMPERVIOUS AREA (SF)	32,772 SF
FLOOR-TO-AREA RATIO	0.666

BUILDING DATA	
CHEVROLET SHERMAN QUICK LUBE	3,725 SF
SERVICE DRIVE ADDITION	1,482 SF
OIL / COMPRESSOR CANOPY ADDITION	297 SF
TOTAL BUILDING AREA	7,504 SF

NON-RESIDENTIAL TREE AND LANDSCAPING REQUIREMENTS	
LANDSCAPE AREAS - PER SECTION 14A.003(2)(D)	
PARKING LOTS SHALL HAVE OPEN LANDSCAPED AREAS THAT ARE EQUAL TO BUT NOT LESS THAN TEN (10) PERCENT OF THE PARKING AREAS AND DRIVES IN THE PARKING AREAS. THE REQUIRED LANDSCAPE AREAS MAY BE LOCATED ALONG THE PERIMETER OF THE PARKING LOT OR INTERIOR TO THE PARKING LOT AS LANDSCAPED BELTLAGES.	
PARKING AREAS	4,374 SF
DRIVEWAYS / DRIVE AREAS	2,946 SF
TOTAL	10,333 SF
REQUIRED OPEN LANDSCAPE TOTAL AREA: $\frac{10,333 \text{ SF}}{10\%}$	1,033 SF
PROVIDED OPEN LANDSCAPE TOTAL AREA:	56,061 SF

LANDSCAPE LEGEND	
SYMBOL	DESCRIPTION
	NURSERY GROWN CONTAINERIZED TREES
	TREES PER CITY OF SHERMAN LANDSCAPE REGULATION FOR DEVELOPMENT
	SHRUBS
	SHRUBS PER CITY OF SHERMAN LANDSCAPE REGULATION FOR DEVELOPMENT
	SOLID SOD - COMMON BERMDUDA
	CRUSHED GRANITE

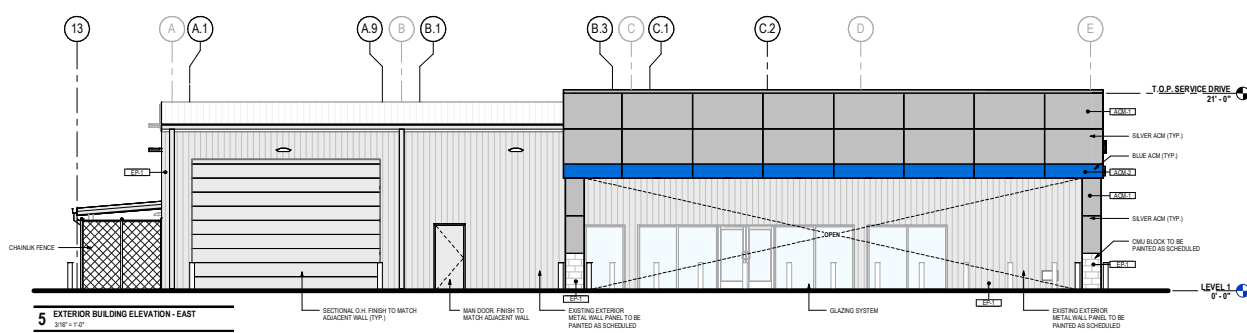
PLANT LIST				
TYPE MARK	BOTANICAL NAME / COMMON NAME	CAL.	HEIGHT	SPREAD
TREES				
L1	QUERCUS VIRGINIANA / LIVE OAK	2"	10' - 14'	6' - 10'
SHRUBS				
A1	BOUSS MICROPHYLLA / JAPANESE BOXWOOD	18"	12'	5 GAL

GENERAL LANDSCAPE NOTES	
1. PLANTING SIZE AND PLACEMENT SHALL BE ONE OF THE FOLLOWING: A. PREPARED BED 18" x 18" x 18" GROUND LIFT B. ULTRA VOR - LANDSCAPE TECHNOLOGY GROUP 2. C.G. TO BE ADVISED THAT ALL NEW TREE MATERIAL IS TO BE CONTAINER GROWN, CORRESPONDING TO EXISTING ROOT BALL, BEING RECORDED BY RESIDENT STANDARDS. 3. C.G. IS RESPONSIBLE FOR THE GRADING OF PARKING LOT ISLANDS AND SETBACKS. GRADE CHANGES SHALL RANGE FROM 4" INCH TO 18" INCH ABOVE THE CURB, EXISTING ON THE BEL OF THE BLIND. SELECT TOPSOIL SHALL BE USED FOR THESE BERMES. REF. LANDSCAPE DETAIL. 4. ALL EXISTING AREAS TO RECEIVE 6" INCHES OF TOPSOIL, TOPPED WITH MULCH SOD OR HYDROMULCH, AND IS TO BE WATERED UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED. 5. ALL TREES PLANTED ADJACENT TO ACCESSIBLE ROUTES AND ACCESSIBLE AREAS SHALL NOT HAVE BRIMS BELOW 60" INCHES ABOVE FINISH GRADE.	

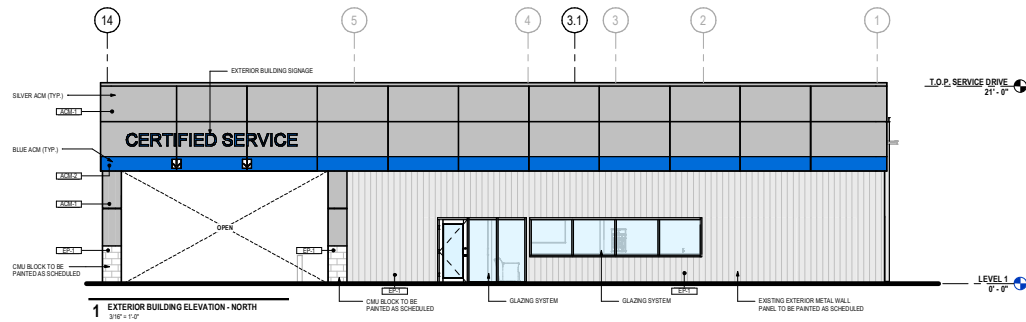
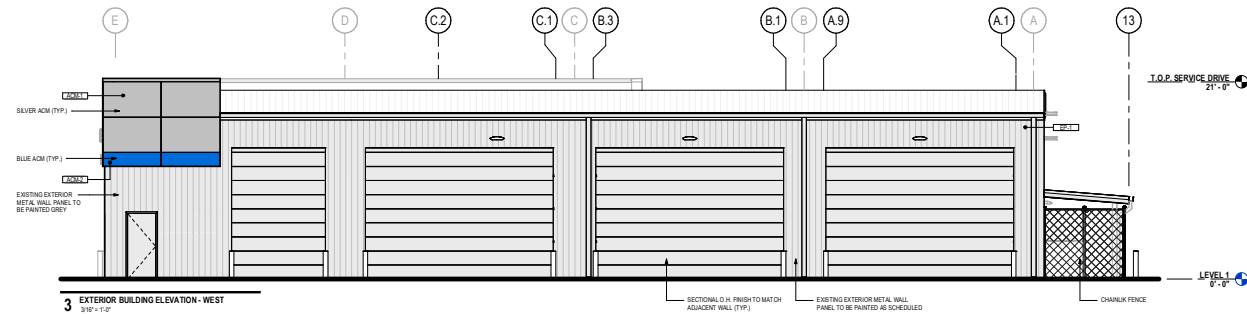
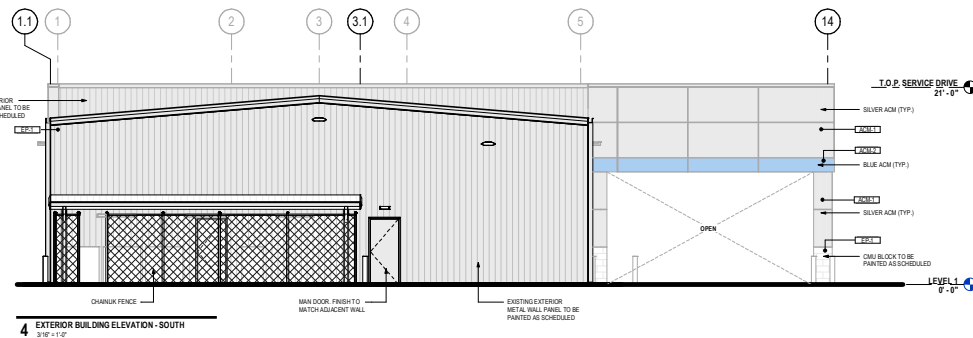
IRRIGATION NOTES	
IRRIGATION SYSTEM DESIGN SHALL BE THE RESPONSIBILITY OF THE C.G. AND COMPLY WITH CITY ORDINANCE REQUIREMENTS AND THE FOLLOWING: NEW COMPONENTS OF IRRIGATION SYSTEM SHALL INCLUDE: 1. 2" METER AND BACKFLOW PREVENTER, CONTROLLER, RAIN SENSOR, WIRING & GATE VALVES. 2. VALVE BOXES, QUICK COUPLERS & IRRIGATION VALVES. 3. JUST SMALL 1/2" PPS WARRING & PPLICATION, ARE REES REMOVING FROM 3/4" TO 2". 4. ADEQUATE NUMBER OF DRIP, SPRAY, AND ROTOR HEADS TO ACHIEVE FULL, HEAD TO HEAD COVERAGE. 5. INCLUDE 4" PVC BUBBLES FOR LATERAL AND MAIN LINES WHERE NECESSARY. 6. ALL OTHER COMPONENTS NECESSARY FOR A COMPLETE IRRIGATION SYSTEM. C.G. MUST INSTALL SOD IN ALL DISTURBED AREAS, INCLUDING BUT NOT LIMITED TO: BERMES, UTILITIES, IRRIGATION & NEWLY PLANTED LANDSCAPING. ALL DISTURBED AREAS ARE TO BE RE-SOODED IN THEIR ENTIRETY ALL UTILITY AND IRRIGATION TRENCHES ARE TO BE RE-SOODED WITH A MINIMUM 3" W.C. SOD TYPE.	



DATE	DELTA	DESCRIPTION
------	-------	-------------



EXTERIOR MATERIAL SCHEDULE				
MARK	MANUFACTURER	MODEL	COLOR / FINISH	CONTACT
ALUMINUM COMPOSITE MATERIAL				
ACM-1	ALPOLIC	-	COLOR: BRIGHT ALUMINUM METALLIC	-
ACM-2	ALPOLIC	-	COLOR: CIVIL BLUE	-
METAL PANEL				
MP-1	MBICI	FW-120	COLOR: TO MATCH ACM-1 FINISH: SMOOTH GAUGE: 24 GAUGE	-
PAINT				
EP-1	BENJAMIN MOORE	OC-61	COLOR: WHITE DIAMOND	-
EP-2	BENJAMIN MOORE	T212-40	COLOR: SILVER HALF DOLLAR	-





City Council Regular Meeting

Agenda Item No. D.5.

Meeting Date: 10/20/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6881

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow an Automobile Repair, Body Work, Painting in a C-2 (General Commercial) District, Located At 606 East Lamberth Road, Consisting of 1.99 acres being Lots 2 & 3, Block 4 DR., J.H. Caraway's Addition, City Of Sherman, Grayson County, Texas Remington Sherman Automotive, LLC (Owner), Shane Donohue (Applicant) and Texas Heritage Surveying, LLC (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit for 1.99 acres of land located at 606 East Lamberth Road to Allow an Automobile Repair, Body Work, Painting in a C-2 (General Commercial) District

Background:

The property is located at 606 East Lamberth Road (adjacent to Sherman Chevrolet). The owner is requesting a Specific Use Permit for an Automobile Repair in a C-2 (General Commercial) District. This property was Earl Owens, an automotive accessory shop. Since Earl Owens closed, the building has been vacant. Sherman Chevrolet plans to make this location a quick lube as part of its campus.

The following has been approved:

- 9/16/2025 - Public Hearing and Variance under Section 14.03.001 to allow a metal building in lieu of the required masonry, or masonry veneer, or concrete siding for the existing structure
- 9/16/2025 - Public Hearing and Variance under Section 14.03.001 to allow a metal building in lieu of the required masonry, or masonry veneer, or concrete siding for the proposed structure.
- 2/16/2016 - To allow full height EFIS (Exterior Finish Insulation System) on the front and the north 50' on the east and west façade in lieu of the required masonry requirements for an addition to Earl Owen Supply, Inc. in a C-1 (Retail Business) District/O-1 (75 & 82) Overlay District.

Capital Improvement Program:

N/A

Origination:

Remington Sherman Automotive, LLC (Owner), Shane Donohue (Applicant) and Texas Heritage Surveying, LLC (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 16, 2025 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Specific Use Permit be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff has no objection to the approval of this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6881
2. Exhibit A - Survey
3. Exhibit B - Site Plan
4. Exhibit C - Landscape Plan
5. EXHIBIT D - ELEVATIONS
6. Location Map
7. Zoning Map
8. Future Land Use Map
9. Property Notification Sign
10. Narrative
11. Staff Review Letter

ORDINANCE NO. 6881

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 AN AUTOMOBILE REPAIR, BODY WORK, PAINTING IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 606 EAST LAMBERTH ROAD, CONSISTING OF 1.99 ACRES BEING LOTS 2 & 3, BLOCK 4 DR., J.H. CARAWAY'S ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS REMINGTON SHERMAN AUTOMOTIVE, LLC (OWNER), SHANE DONOHUE (APPLICANT) AND TEXAS HERITAGE SURVEYING, LLC (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; 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 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 606 East Lamberth Road, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to an Automobile Repair, Body Work, Painting, 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**.

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 Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. (*Code of Ordinances Chapter 3.02(c)*)
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Sec. 14.04.004*)
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Article 14.07*)
5. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
6. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires, displays or parts are permitted.
7. No work shall be performed outside the structure designated for auto repair.
8. The property must be properly maintained in a state of good repair and neat appearance.
9. The granting of the 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. 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 Remington Sherman Automotive, LLC is the owner or lessee of the Property.
11. 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(a)(1)(C)*)
12. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission

Engineering

13. Replatting of the property into one (1) lot is required prior to building permits being issued for additions. *Code of Ordinances Chapter 10.01.005; Texas Local Government Code Title 1, Sec. 212.004*
14. Dedicate a Mutual Access Easement along eastern boundary of adjacent property to the west for existing pavement and proposed fire lane. *Code of Ordinances Chapter 10.03.003(h)(9); 10.03.007(a); Engineering Design Standards Manual 2.5(C)(6)*
15. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance

information to be shown on plat. *Code of Ordinances Chapter 10.03.006; Engineering Design Standards Manual Sec. 4.18*

16. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be found in the Development Guide on the City of Sherman website. *Code of Ordinances Chapter 10.04; Engineering Design Standards Manual Sec. 1.9*

Additional Conditions: as applicable

17. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B**.
18. The property shall be developed and used in accordance with the Landscape Plan shown in **Exhibit C**.
19. The property shall be developed and used in accordance with the Elevations shown in **Exhibit D**.

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 20th day of October 2025.

ADOPTED on this the 20th day of October 2025.

EFFECTIVE DATE on this the 20th day of October 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

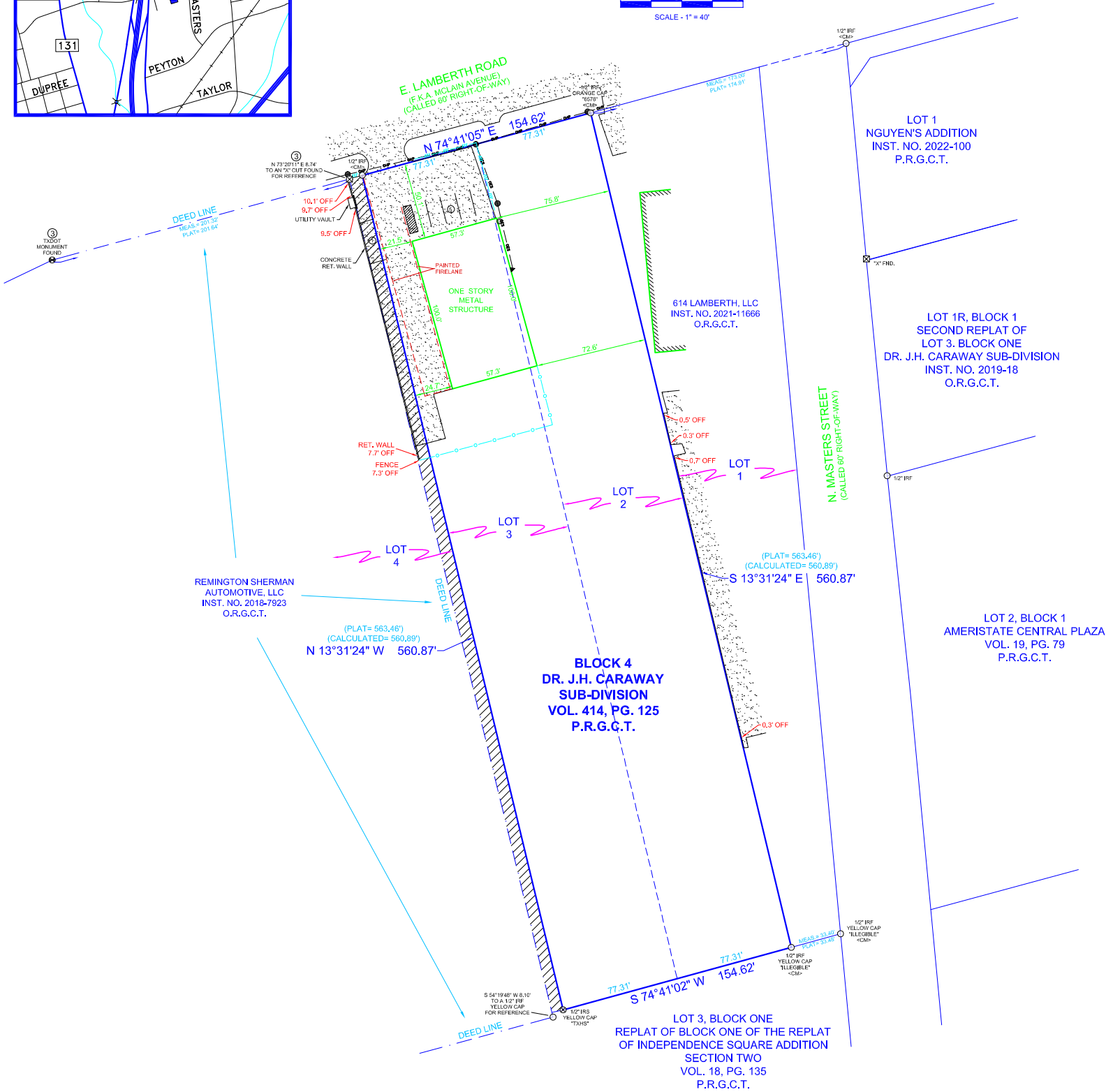
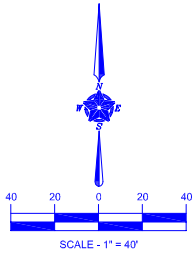
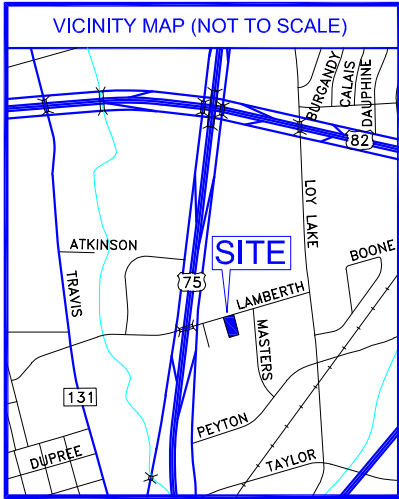
ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



PROPERTY DESCRIPTION

This is to certify that persons under my direction have, this date, made an on-the-ground survey of property located at 606 E. LAMBERTH ROAD, in the City of SHERMAN, Texas, Lot TWO (2) AND LOT THREE (3), Block FOUR (4), of DR. J.H. CARAWAY'S ADDITION, an addition to the City of SHERMAN, GRAYSON COUNTY, Texas, as per PLAT recorded in VOLUME 414, PAGE 125 of the DEED Records of GRAYSON County, Texas.

REVISIONS

No.	Revision/Issue	Date
1.	client comment	10/05/2023
2.	client comment	10/05/2023

LEGEND

⊕ HANDICAPPED SPACE	⊙ LIGHT POLE
① PARKING SPACE	⊙ POWER POLE
⊙ IRON ROD FOUND	⊙ BRICK COLUMN
⊗ IRON ROD SET "TXHS"	AC AIR CONDITIONING
⊙ IRON PIPE FOUND	⊙ FIRE HYDRANT
⊗ "X" FOUND / SET	⊙ ELECTRIC METER
<CM> CONTROL MONUMENT	⊙ GAS METER
⊙ IRRIGATION CONTROL VALVE	⊙ BOLLARD
⊙ CLEAN-OUT	⊙ ASPHALT PAVING
⊙ WATER METER	⊙ CHAIN LINK FENCE
⊙ WATER VALVE	⊙ WOOD FENCE (CENTER POST)
⊙ GREASE TRAP	⊙ WIRE FENCE
⊙ MANHOLE	⊙ IRON FENCE
⊙ STORM SEWER	⊙ PIPE FENCE
⊙ SANITARY SEWER	
⊙ COVERED PORCH, DECK OR CARPORT	
⊙ CONCRETE PAVING	
⊙ NO PARKING	
⊙ GRAVEL/ROCK ROAD OR DRIVE	
⊙ OES OVERHEAD ELECTRIC SERVICE	
⊙ OHP OVERHEAD POWER LINE	
⊙ SS SANITARY SEWER LINE	

EXCEPTIONS TO THE TITLE COMMITMENT

As relied upon and provided by Kensington Vanguard National Land Services of TX, LLC and Stewart Title Guaranty Company, in connection with the transaction referenced in GF No. 5156389-S-TX-CP-BCK with an effective date of August 6, 2023 and an issued date of August 14, 2023.

Exception No.	DESCRIPTION OF EASEMENT	Applies to Subject tract	Shown Graphically on Attached Survey Plat
10b.	Blanket Easement granted to Texas Power & Light Company by instrument recorded in/under Volume 426, Page 520, Deed Records, Grayson County, Texas.	YES	NO (POWER DISTRIBUTION)
10c.	Blanket Easement granted to Texas Pipeline Company by instrument recorded in/under Volume 692, Page 395, Deed Records, Grayson County, Texas.	YES	NO (TO BE LOCATED BY PROVIDER)
10d.	Easement for highway purposes granted to State of Texas by instrument recorded in/under Volume 1343, Page 95, Deed Records, Grayson County, Texas.	NO	NO

GENERAL NOTES

- 1) According to the F.I.R.M. No. 48181C0290G, the subject property lies in Zone X, and does not lie within a Special Flood Hazard Area.
- 2) All easements and building lines are by recorded plat and as furnished in referenced commitment for title insurance unless otherwise noted.
- 3) Record monuments called out on Deed Instrument Number 2018-7923 Official Records, Grayson County, Texas.
- 4) Bearings are based upon the Texas State Plane Coordinate System, North Central Zone 4202, North American Datum of 1983, (2011).

SURVEYOR'S CERTIFICATE

Certify To: Kensington Vanguard National Land Services of TX, LLC, Remington Sherman Automotive, LLC and Stewart Title Guaranty Company, in connection with the transaction referenced in GF No. 5156389-S-TX-CP-BCK.

I hereby certify that on the 3rd day of November 2023, this survey was made on the ground as per the field notes shown on this survey and is true, correct, and accurate as to the boundaries and areas of the subject property and the size, location, and type of buildings and improvements thereon, if any, and as to the other matters shown hereon, and correctly shows the location of all visible easements and rights-of-way and of all rights-of-way, easements, and any other matters of record, or of which I have knowledge or have been advised, whether or not of record, affecting the subject property, and the location of all curb cuts and driveways, if any.

Except as shown on the survey, there are no encroachments upon the subject property by improvements on adjacent property, there are no encroachments on adjacent property, streets, or alleys by any improvements on the subject property, and there are no conflicts or discrepancies.

Both vehicular and pedestrian ingress to and egress from the subject property is provided by E. Lamberth Road, same being a paved, dedicated public right-of-way maintained by The City of Sherman, which abuts the subject property, and is physically open and being used.

This survey complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

TEXAS HERITAGE SURVEYING, LLC



10610 Metric Drive, Suite 124, Dallas, TX 75243
Office 214-340-9700 Fax 214-340-9710
txheritage.com Firm No. 10169300

CATEGORY 1A CONDITION II

606 E. LAMBERTH ROAD
LOTS 2 & 3, BLOCK 4
DR. J.H. CARAWAY'S ADDITION
SHERMAN, GRAYSON COUNTY, TEXAS

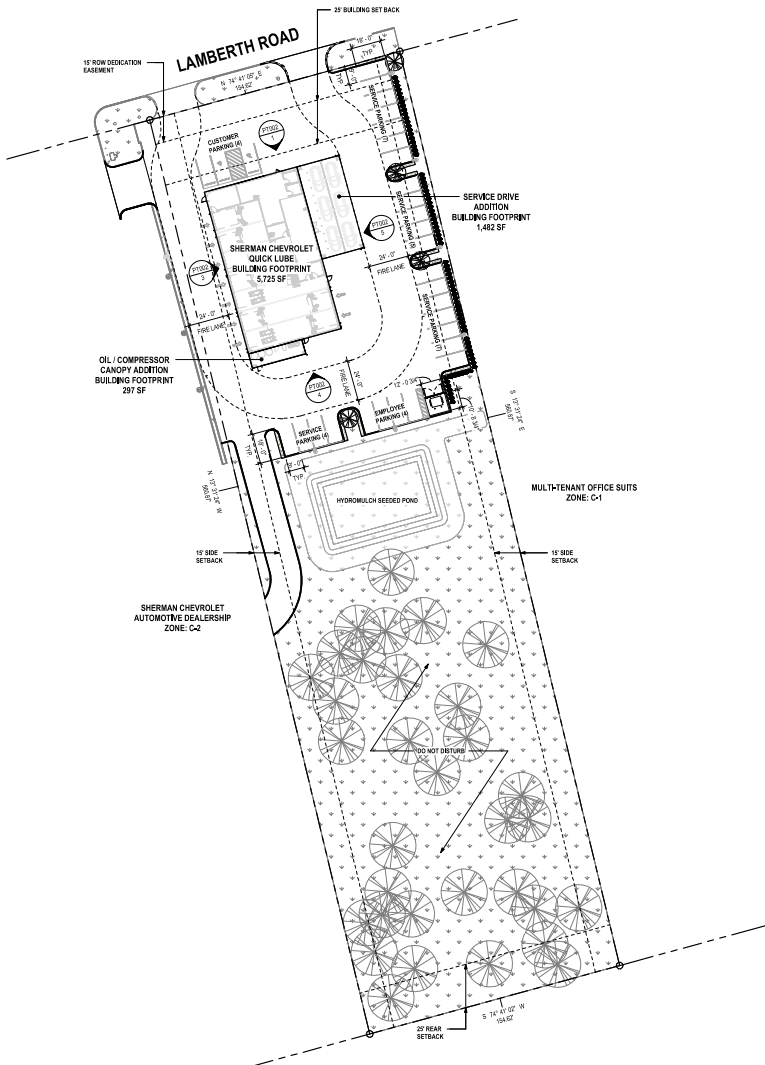
Task No.
2301939-1

Drawn By
KO

Date
10/02/2023

Scale
1"=40"





1 OVERALL SITE PLAN
1"=30'-0"



PARKING CALCULATIONS	
PARKING CALCULATIONS (PER SECTION 14.04.005 - CITY OF SHERMAN MUNICODE)	
AUTOMOBILE (MOTOR VEHICLE) LINES - TWO (2) PARKING SPACES IS REQUIRED FOR EVERY SERVICE BAY WITH A MINIMUM OF FIVE (5) PARKING SPACES.	
TOTAL SERVICE BAYS = 2	
TOTAL PARKING SPACES REQUIRED = 9.2 = 10 SPACES	
TOTAL PARKING SPACES PROVIDED = 10 SPACES	

SITE DATA	
EMPLOYEE PARKING	4
CUSTOMER PARKING	4
SERVICE PARKING	20
TOTAL PARKING SPACES	31 SPACES
TOTAL SITE AREA	86,600 SF
CURRENT ZONING	C-1
PROPOSED ZONING	C-1
HARD SURFACE / IMPERVIOUS AREA (SF)	32,772 SF
FLOOR-TO-AREA RATIO	0.666

BUILDING DATA	
CHEVROLET SHERMAN QUICK LUBE	5,725 SF
SERVICE DRIVE ADDITION	1,482 SF
OIL / COMPRESSOR CANOPY ADDITION	297 SF
TOTAL BUILDING AREA	7,504 SF

NON-RESIDENTIAL TREE AND LANDSCAPING REQUIREMENTS	
LANDSCAPED AREAS - PER SECTION 14.04.005(2)	
PARKING LOTS SHALL HAVE OPEN LANDSCAPED AREAS THAT ARE EQUAL TO BUT NOT LESS THAN TEN (10) PERCENT OF THE PARKING AREAS AND DRIVES IN THE PARKING AREAS. THE REQUIRED LANDSCAPED AREAS MAY BE LOCATED ALONG THE PERIMETER OF THE PARKING LOT OR INTERIOR TO THE PARKING LOT AS LANDSCAPED BELTLAGES.	
PARKING AREAS	4,374 SF
DRIVEWAYS / DRIVE AREAS	2,946 SF
TOTAL	10,939 SF
REQUIRED OPEN LANDSCAPE TOTAL AREA: $\frac{10,939 \text{ SF}}{10\%}$	1,093 SF
PROVIDED OPEN LANDSCAPE TOTAL AREA:	56,061 SF

LANDSCAPE LEGEND	
SYMBOL	DESCRIPTION
	NURSERY GROWN CONTAINERIZED TREES
TREES PER CITY OF SHERMAN LANDSCAPE REGULATION FOR DEVELOPMENT	
	SHRUBS
SHRUBS PER CITY OF SHERMAN LANDSCAPE REGULATION FOR DEVELOPMENT	
	SOLID SOD - COMMON BERMUDA
	CRUSHED GRANITE

PLANT LIST				
TYPE MARK	BOTANICAL NAME / COMMON NAME	CAL.	HEIGHT	SPREAD
TREES				
L1	QUERCUS VIRGINIANA / LIVE OAK	2"	10' - 14'	6' - 10'
SHRUBS				
J6	BOSSUS MICROPHYLLA / JAPANESE BOXWOOD	18"	12'	5 GAL

GENERAL LANDSCAPE NOTES	
1. PLANTING SIZE AND MATURE SHALL BE ONE OF THE FOLLOWING: A. PREPARED BED 18" x 18" GROUND UP B. ULTRA VIOLET - LANDSCAPE TECHNOLOGY GROUP 2. C.G. TO BE ADVISED THAT ALL NEW TREE MATERIAL IS TO BE CONTAINER GROWN, CORRESPONDING TO EXISTING ROOT BALL, BEING RECORDED IN RESIDENCY STANDARDS. 3. C.G. IS RESPONSIBLE FOR THE GRADING OF PARKING LOT ISLANDS AND SETBACKS. GRADE CHANGES SHALL RANGE FROM 4" INCH TO 18" INCH ABOVE THE CURB, EXISTING ON THE BEL OF THE BLIND. SELECT TOPSOIL SHALL BE USED FOR THESE BERMES. REF. LANDSCAPE DETAIL. 4. ALL EXISTING AREAS TO RECEIVE 6" INCHES OF TOPSOIL, TOPPED WITH MULCH, SOD, OR HYDROMULCH, AND IS TO BE WATERED UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED. 5. ALL TREES PLANTED ADJACENT TO ACCESSIBLE ROUTES AND ACCESSIBLE AREAS SHALL NOT HAVE BRIMS BELOW 60" INCHES ABOVE FINISH GRADE.	

IRRIGATION NOTES	
IRRIGATION SYSTEM DESIGN SHALL BE THE RESPONSIBILITY OF THE C.G. AND COMPLY WITH CITY ORDINANCE REQUIREMENTS AND THE FOLLOWING: NEW COMPONENTS OF IRRIGATION SYSTEM SHALL INCLUDE: 1. 2" METER AND BACKFLOW PREVENTER, CONTROLLER, RAIN SENSOR, WIRING & GATE VALVES. 2. VALVE BOXES, QUICK COUPLERS & IRRIGATION VALVES. 3. JUST SMALL 1/2" PPS WARRING & PPLICATION, ARE REES REMOVING FROM 34" TO 100" 4. ADEQUATE NUMBER OF DRIP, SPRAY, AND ROTOR HEADS TO ACHIEVE FULL, HEAD TO HEAD COVERAGE. 5. INCLUDE 4" PVC BUBBLES FOR LATERAL AND MAIN LINES WHERE NECESSARY. 6. ALL OTHER COMPONENTS NECESSARY FOR A COMPLETE IRRIGATION SYSTEM. C.G. MUST INSTALL SOD IN ALL DISTURBED AREAS, INCLUDING BUT NOT LIMITED TO: BERMES, UTILITIES, IRRIGATION & NEWLY PLANTED LANDSCAPING. 1. ALL DISTURBED AREAS ARE TO BE RE-SOODED IN THEIR ENTIRETY 2. ALL UTILITY AND IRRIGATION TRENCHES ARE TO BE RE-SOODED WITH A MINIMUM 3" W.C. SOD TYPE.	

LOMA
ARCHITECTURE

3838 N. SAM HOUSTON PARKWAY E., SUITE 185
HOUSTON, TEXAS 77032

WWW.LOMAAARCH.COM

CIVIL ENGINEER
CML-CON CONSULTANTS, LLC
1445 NORTH LOOP WEST, SUITE 325
HOUSTON, TEXAS 77008
832.293.5816

STRUCTURAL ENGINEER
PRIME STRUCTURAL ENGINEER
15540 FM 1468 SUITE A1 151
MAGNOLIA, TEXAS 77354
254.840.8226

MEP ENGINEER
SPECTRUM DESIGN ENGINEERS
19 SIERRA OAKS DR.
SUGAR LAND, TEXAS 77479
832.796.8076

GEOTECHNICAL ENGINEER
UES
2209 WISCONSIN STREET
DALLAS, TEXAS 75229
972.620.9511

PROJECT:
**SHERMAN CHEVROLET
QUICK LUBE REMODEL**

PROJECT ADDRESS:
**606 LAMBERTH ROAD
SHERMAN, TEXAS 75090**

SEAL/SIGNATURE:

09.02.2025

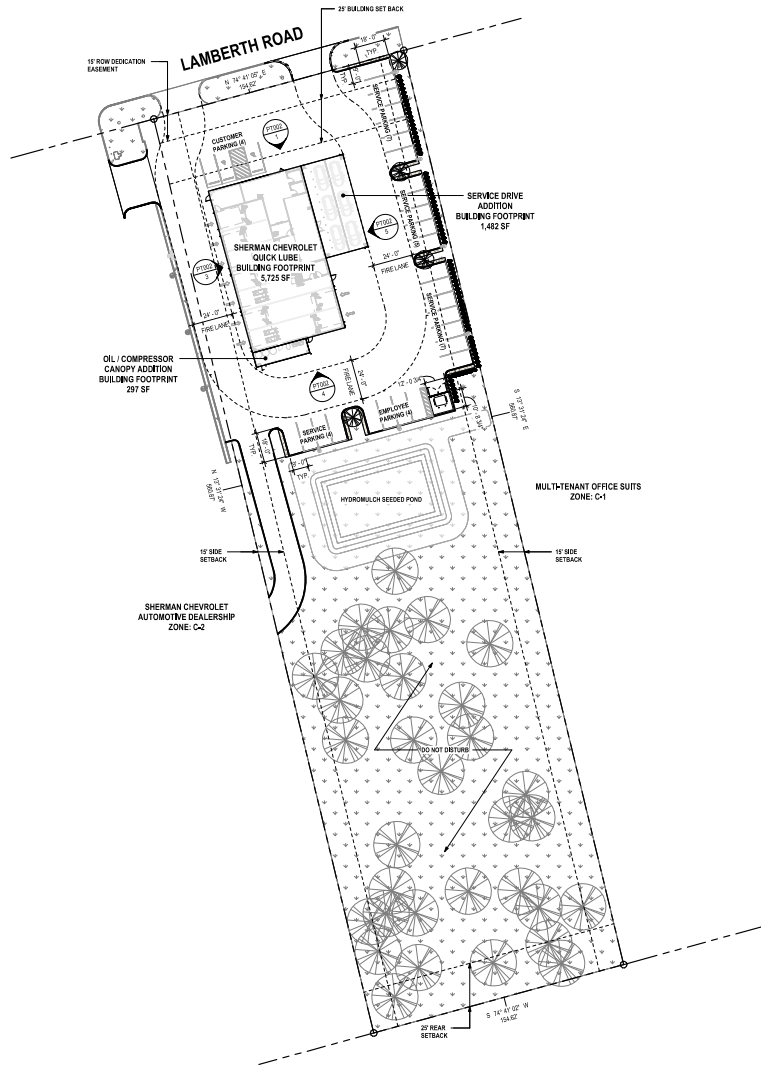
ISSUE HISTORY:		
DATE	DELTA	DESCRIPTION

PROJECT NUMBER: LA2415

ISSUE DATE: 09.02.2025

SHEET NAME:
OVERALL SITE PLAN

SHEET:
PT001



1 OVERALL SITE PLAN
1"=30'-0"

PARKING CALCULATIONS	
PARKING CALCULATIONS (PER SECTION 14A.004 - CITY OF SHERMAN MUNICOD)	
AUTOMOBILE (MOTOR VEHICLE) LUBES - TWO (2) PARKING SPACES IS REQUIRED FOR EVERY SERVICE BAY WITH A MINIMUM OF FIVE (5) PARKING SPACES.	
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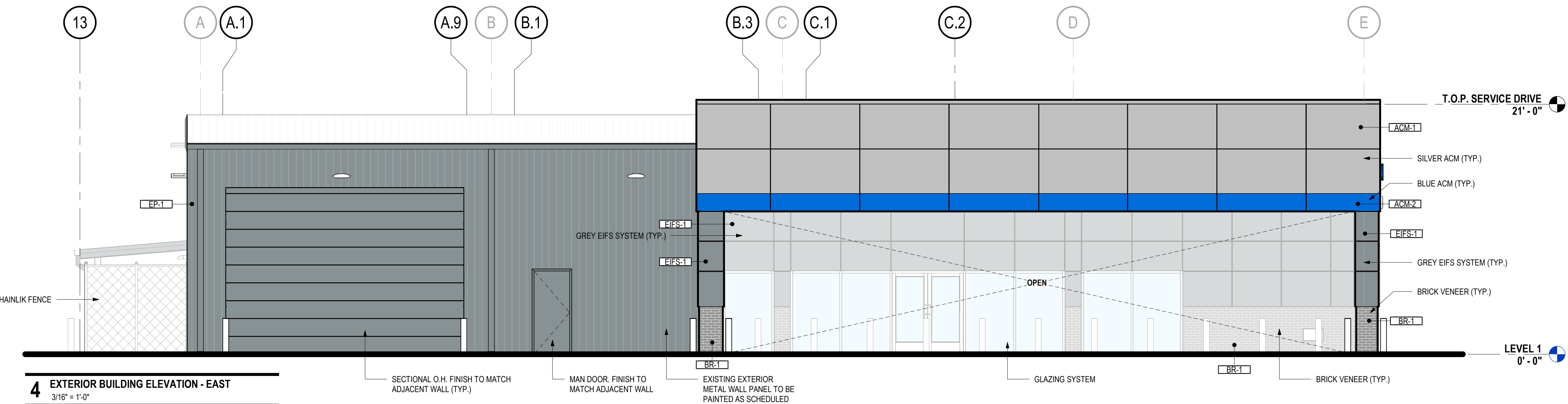
NON-RESIDENTIAL TREE AND LANDSCAPING REQUIREMENTS	
LANDSCAPE AREAS - PER SECTION 14A.006(2)(D)	
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	SHRUBS
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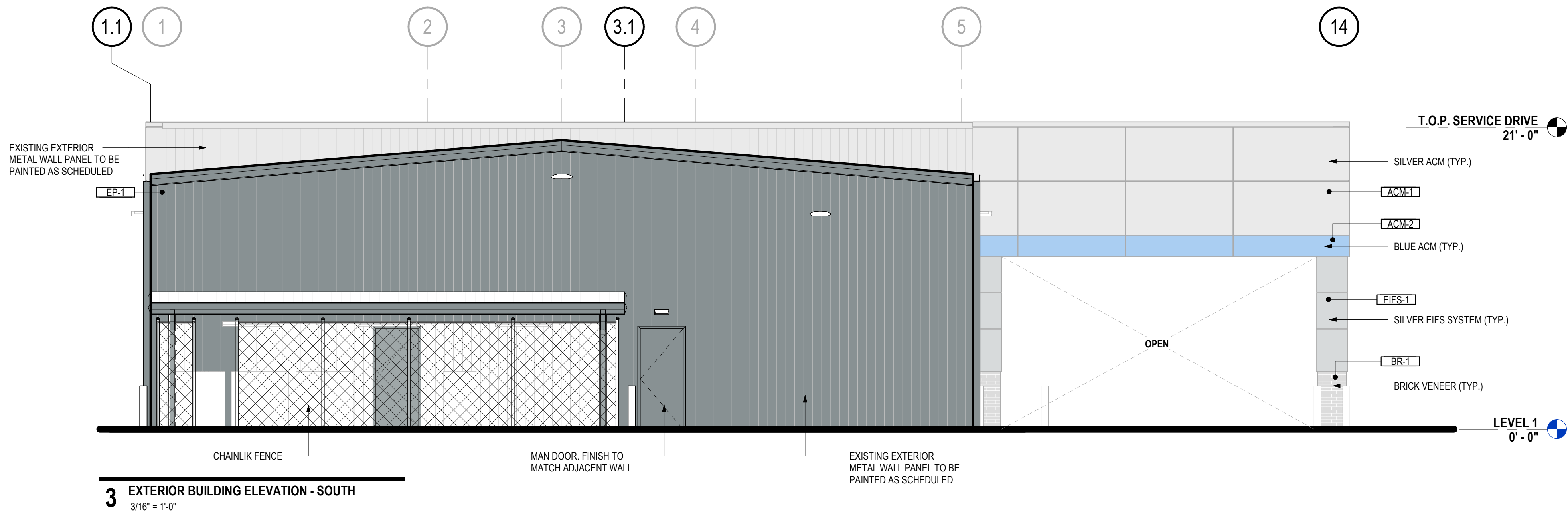
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TREES				
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SHRUBS				
J6	BOUSS MICROPHYLLA / JAPANESE BOXWOOD	18"	12'	5 GAL

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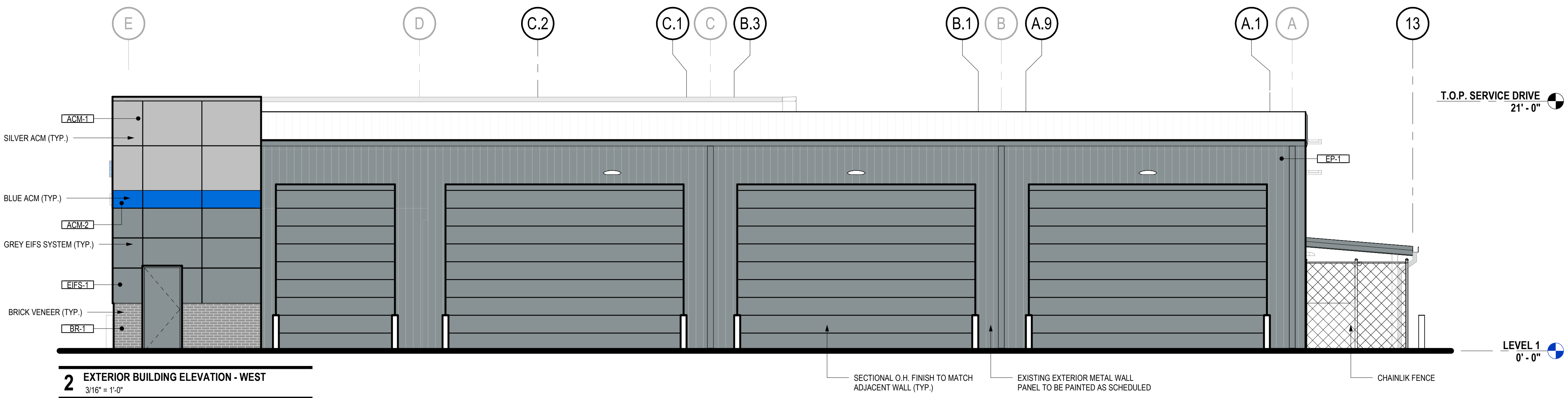
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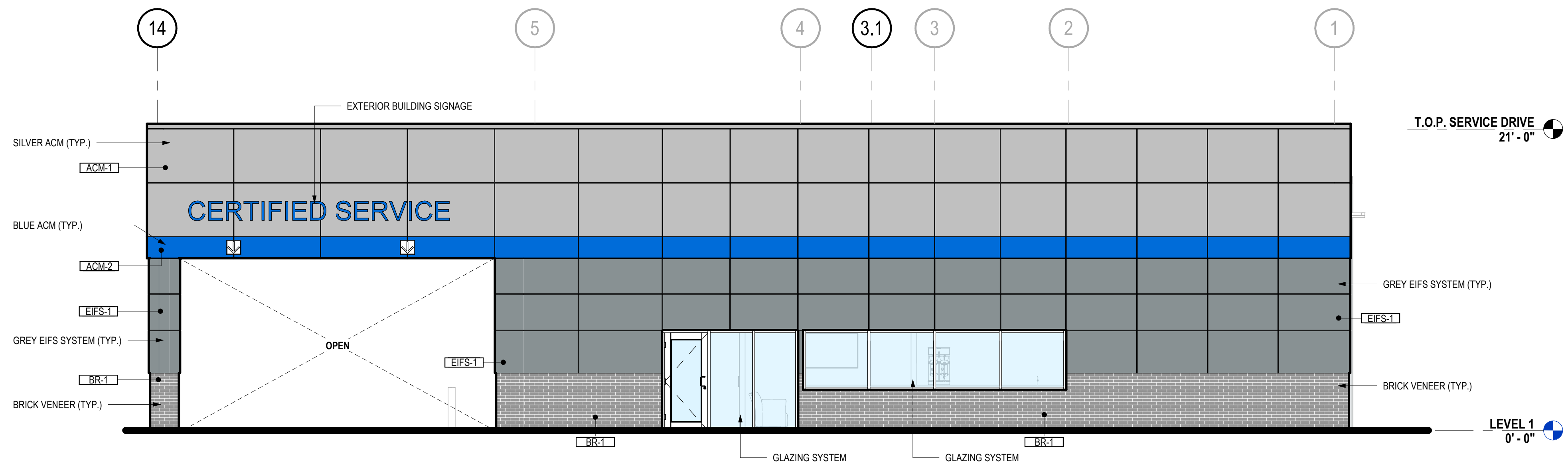
4 EXTERIOR BUILDING ELEVATION - EAST
3/16" = 1'-0"



3 EXTERIOR BUILDING ELEVATION - SOUTH
3/16" = 1'-0"



2 EXTERIOR BUILDING ELEVATION - WEST
3/16" = 1'-0"



1 EXTERIOR BUILDING ELEVATION - NORTH
3/16" = 1'-0"

EXTERIOR MATERIAL SCHEDULE				
MARK	MANUFACTURER	MODEL	COLOR / FINISH	CONTACT
ALUMINUM COMPOSITE MATERIAL				
ACM-1	ALUCOBOND	-	COLOR: STEEL CITY SILVER MICA	-
ACM-2	ALUCOBOND	CLASSIC	COLOR: BOWTIE BLUE II	-
BRICK				
BR-1	ACME BRICK	MODULAR THIN BRICK	COLOR: CHARCOAL TEXTURE: VELOUR SIZE: 0.625" X 2.25" X 7.625" PATTERN: RUNNING HALF	-
EIFS				
EIFS-1	DRYVIT	OUTSULATION PLUS MD SYSTEM	COLOR: TO MATCH EP-1 - SHEWIN WILLIAMS SW9143 CADET FINISH: SANDEBBLE FINE THICKNESS: 2" REINFORCING MESH: PROVIDE PANZER 20 UP TO 8'-0" MESH UP. STANDARD WEIGHT ABOVE.	-
PAINT				
EP-1	SHERWIN WILLIAMS	SW9143	COLOR: CADET	-



09.30.2025

ISSUE HISTORY:		
DATE	DELTA	DESCRIPTION

PROJECT NUMBER: LA2415

ISSUE DATE: 09.30.2025

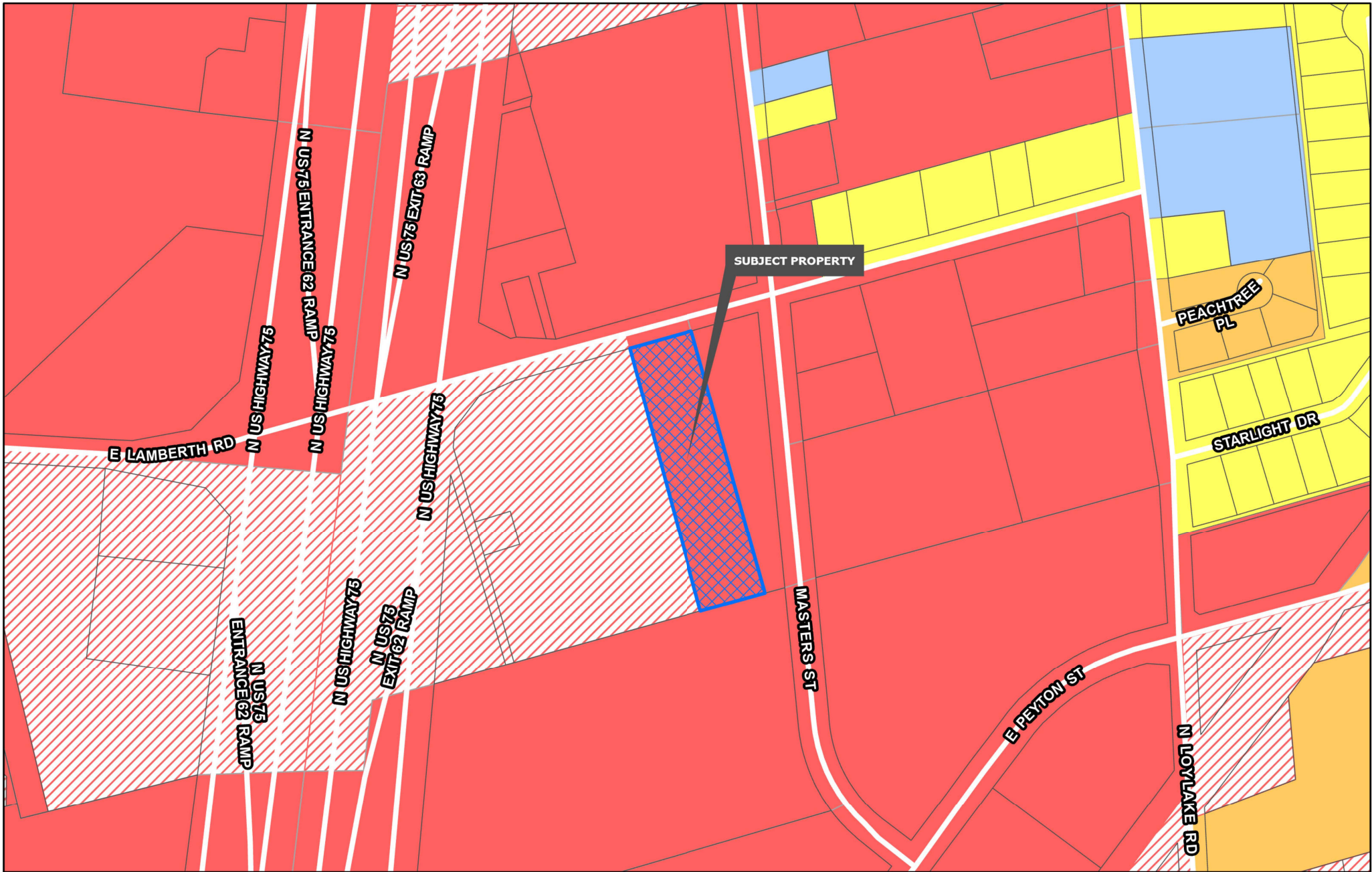
SHEET NAME:

EXTERIOR BUILDING
ELEVATIONS

SHEET:

PT002





Planning & Zoning

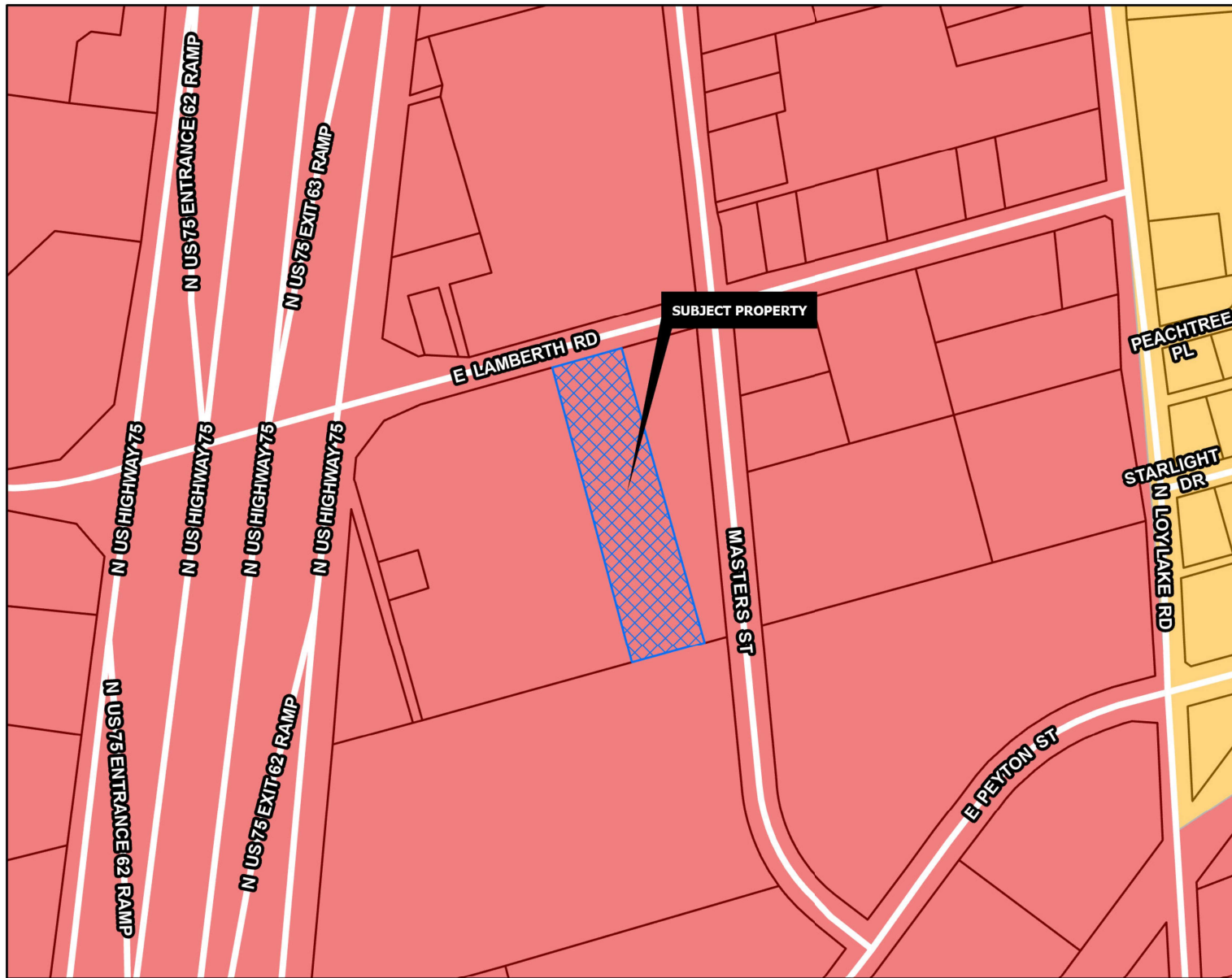
- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential

- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial

- C-O Office
- 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 OF SHERMAN
ZONING MAP
606 E LAMBERTH RD**





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."



606 EAST LAMBERTH ROAD – PROPERTY NOTIFICATION SIGN





2 September 2025

City of Sherman, Texas
317 S Travis Street
Sherman, TX 75090

Sub: **Sherman Chevrolet Quick Lube Remodel**
606 Lamberth Rd.
Sherman, Texas 75090

This submittal pertains to the property located at 606 Lamberth Road in Sherman, Texas, legally described as "All of Lot Two(2) and Lot Three (3) in block Four (4), Dr. J.H. Carraway's Addition to the City of Sherman, Grayson County, Texas, As per plat recorded in Volume 414, Page 125 of the Deed Records of Grayson County, Texas and as recorded in those certain Warranty Deeds filed for records on April 30, 1985 in Volume 1746 at Pages 731 and Volume 1786, Page 734 of the Deed Records of Grayson County, Texas".

The existing property consists of approximately 1.99 acres and includes an existing 5,725 SF pre-engineered metal building that was formerly used for automotive parts and accessories sales.

We are requesting Zoning and Specific Use Permit (SUP) approval to allow the property to be repurposed for Automotive Service use. The proposed development will support the relocation of quick service operations from the neighboring Sherman Chevrolet dealership to this dedicated facility, enhancing operational efficiency and improving customer experience.

When customers arrive at the Service Canopy, they are welcomed by service staff, who complete the check-in process and move the vehicle from the drop-off canopy into the service area. Once service is complete, staff return the vehicle to the canopy where customers complete check-out and pick-up. During this time, customers may either wait in the designated lounge or drop off their vehicle and return later for retrieval.

The scope of work includes interior renovations to accommodate vehicle service lifts, office areas, and a customer lounge. In addition, we propose the construction of a new 1,482 SF service canopy and a 297 SF equipment canopy, along with associated site improvements.

Regards,

Jason Otero, AIA
President
LOMA Architecture

STAFF REVIEW LETTER

September 9, 2025

Sent via email

Remington Sherman Automotive, LLC
600 E. Lamberth Road
Sherman, TX 75090

Shane Donohue
PO Box 653
Colleyville, TX 76034

Dear Applicants,

The request of a Public Hearing, Site Plan and Specific Use Permit under Section 14.08.001 to allow an Automobile Repair, Body Work, Painting in a C-2 (General Commercial) District located at 606 East Lamberth Road has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, September 16, 2025 at 5:00 P.M. in the City Council Chambers at 220 W. Mulberry.

City staff has reviewed your request and the following items need to be noted/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 Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). (*Code of Ordinances Chapter 3.02(c)*)
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Sec. 14.04.004*)
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Article 14.07*)
5. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
6. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires, displays or parts are permitted.
7. No work shall be performed outside the structure designated for auto repair.
8. The property must be properly maintained in a state of good repair and neat appearance.
9. The granting of the 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. 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 Remington Sherman Automotive, LLC is the owner or lessee of the Property.
11. 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(a)(1)(C)*)
12. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which

the Site Plan was approved.

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

Engineering

13. Replatting of the property into one (1) lot is required prior to building permits being issued for additions. *Code of Ordinances Chapter 10.01.005; Texas Local Government Code Title 1, Sec. 212.004*
14. Dedicate a Mutual Access Easement along eastern boundary of adjacent property to the west for existing pavement and proposed fire lane. *Code of Ordinances Chapter 10.03.003(h)(9); 10.03.007(a); Engineering Design Standards Manual 2.5(C)(6)*
15. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10.03.006; Engineering Design Standards Manual Sec. 4.18*
16. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be found in the Development Guide on the City of Sherman website. *Code of Ordinances Chapter 10.04; Engineering Design Standards Manual Sec. 1.9*

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, contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,



Rob Rae

Acting Secretary, Planning and Zoning Board and Board of Adjustment

CC:	Zachary Flores, City Manager	Steven Davis, Asst. Fire Marshal
	Clint Philpott, Asst. City Manager	Amber Doan, Engineering Coordinator
	Wayne Lee, P.E., Director of Engineering	Tom Pruitt, Utility Engineer
	The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney	



City Council Regular Meeting

Agenda Item No. D.6.

Meeting Date: 10/20/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6882

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 12.67 acres being in the George B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas, Located at 2206 East Lamar Street, Heretofore Zoned C-1 (Retail Business) District; Rezoning And Placing The Tract In The C-2 (General Commercial) District Zoning Classification, Keith Chapman (Owner), Griffin Potts (Applicant) and Texas Heritage Surveying, LLC (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date;

Issue:

Consideration of a Zone Change for 12.67 acres of land located at 2206 East Lamar Street from a C-1(Retail Business) District to C-2 (General Commercial) District.

Background:

The property is located in the 2206 East Lamar Street (Goodwill Industries). The owner is requesting a Variance, Zone Change, Site Plan and Specific Use Permit.

This project includes a proposed warehouse addition located at 2206 E. Lamar Street. The existing property is approximately 12.670 acres and contains existing improvements. The proposed improvements include the removal of a 1,500 sf structure, and the construction of a 19,000 sf warehouse building, and a dumpster.

The following has been approved:

- 9/16/2025 - Public Hearing and Variance under Section 14.02.017 to allow a 57' side set back in lieu of the required 60' for the existing structure.
- 9/16/2025 - Public Hearing and Variance under Section 14.02.017 to allow a 39' tall building in lieu of the allowed 35' for the existing structure.
- 9/16/2025 - Public Hearing and Variance under Section 14.02.017 to allow a 39' tall building in lieu of the allowed 35' for the proposed structure.
- 9/19/2006 - Zone Change from an R-1 to C-1

Capital Improvement Program:

N/A

Origination:

Keith Chapman (Owner), Griffin Potts (Applicant) and Texas Heritage Surveying, LLC (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 16, 2025 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff has no objection to the approval of this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6882
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Land Use Map
6. Property Notification Sign
7. Narrative
8. Site Plan
9. Landscape Plan
10. Elevation

ORDINANCE NO. 6882

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 12.67 ACRES BEING IN THE GEORGE B. PILANT SURVEY, ABSTRACT NO. 963, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 2206 EAST LAMAR STREET, HERETOFORE ZONED C-1 (RETAIL BUSINESS) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-2 (GENERAL COMMERCIAL) DISTRICT ZONING CLASSIFICATION, KEITH CHAPMAN (OWNER), GRIFFIN POTTS (APPLICANT) AND TEXAS HERITAGE SURVEYING, LLC (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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 2206 East Lamar Street and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the C-2 (General Commercial) 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 20th day of October 2025.

ADOPTED on this the 20th day of October 2025.

EFFECTIVE DATE on this the 20th day of October 2025.

CITY OF SHERMAN, TEXAS

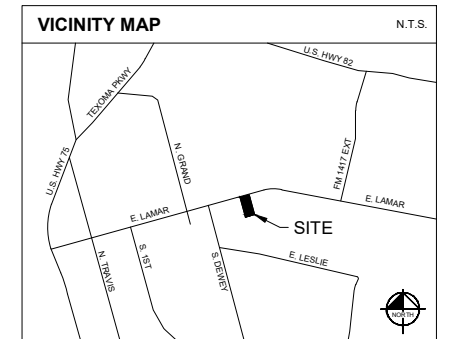
BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



NOTES:

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 0.9998926377.

DESCRIPTION OF SURVEYED PROPERTY:

BEING a tract of land situated in the George B. Pilant Survey, Abstract No. 963, City of Sherman, Grayson County, Texas, and being the remainder of a called 13.105 acre tract of land described in a deed to Grayson County Industry for the Handicapped, as recorded in Volume 1044, Page 249 of the Deed Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of a called 0.28 acre tract dedicated as a State of Texas and Grayson County Easement as recorded in Volume 348, Page 16 of the Deed Records of Grayson County, Texas, common to the southeast corner of a called a State of Texas and Grayson County Easement recorded in Volume 348, Page 392 of the Deed Records of Grayson County, Texas, same being on the southerly right of way line of Lamar Street (State Highway 56), a variable width right of way, and the westerly line of said 13.105 acre tract;

THENCE North 74°08'26" East, departing the westerly line of said 13.105 acre tract, along the southeasterly line of said 0.28 acre tract and the southeasterly right of way line of said Lamar Street and crossing said 13.105 acres, a distance of 109.08 feet to a point for corner, from which, a 1/2 inch iron rod found for witness bears North 15°52' West, 0.86 feet;

THENCE South 15°51'34" East, continuing along the southerly line of said 0.28 acre tract and the southerly right of way line of said Lamar Street and across said 13.105 acre tract, a distance of 10.00 feet to a point for corner;

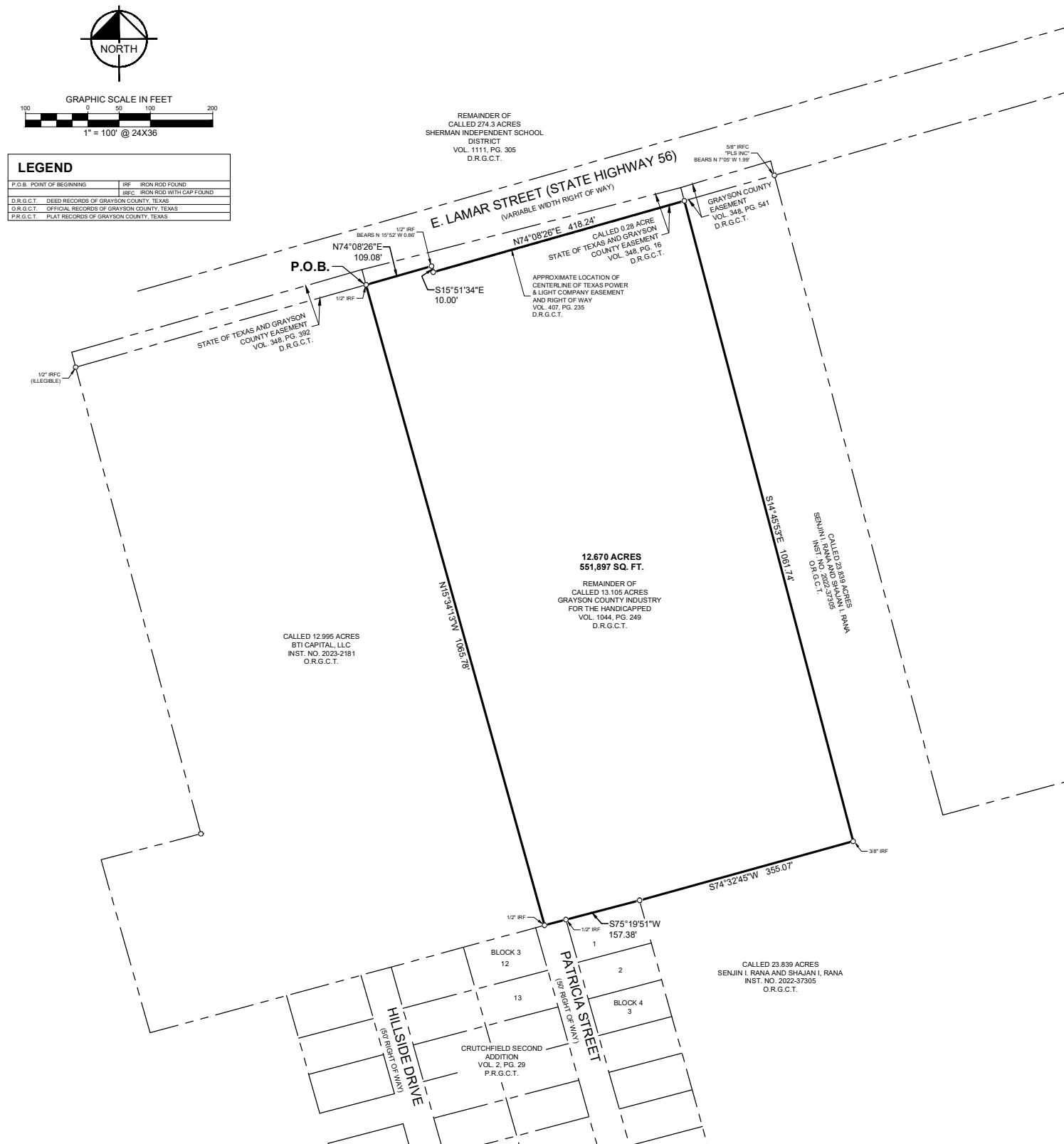
THENCE North 74°08'26" East, continuing along the southerly line of said 0.28 acre tract and the southerly right of way of said Lamar Street and across said 13.105 acre tract, a distance of 418.24 feet to the southeast corner of said 0.28 acre tract, common to the southwest corner of a Grayson County Easement recorded in Volume 348, Page 541 of the Deed Records of Grayson County, Texas, and the northwest corner of a called 23.839 acre tract of land described in a deed to Serjin I. Rana and Shajan I. Rana, as recorded in Instrument No. 2022-37305 of the Official Records of Grayson County, Texas, same being on the northeasterly line of said 13.105 acre tract;

THENCE South 14°45'53" East, departing the southerly right of way line of said Lamar Street, along the northeasterly line of said 13.105 acre tract and the southwesterly line of said 23.839 acre tract, a distance of 1,061.74 feet to a 3/8 inch iron rod found for the southeast corner of said 13.105 acre tract, common to an ell corner of said 23.839 acre tract;

THENCE South 74°32'45" West, along the southeasterly line of said 13.105 acre tract and the northwesterly line of said 23.839 acre tract, a distance of 355.07 feet to the southerly northwest corner of said 23.839 acre tract, common to the northeast corner of Crutchfield Second Addition, according to the plat thereof recorded in Volume 2, Page 29 of the Plat Records of Grayson County, Texas;

THENCE South 75°19'51" West, continuing along the southeasterly line of said 13.105 acre tract and along the northwesterly line of said Crutchfield Second Addition, a distance of 157.38 feet to a 1/2 inch iron rod found for the southwest corner of said 13.105 acre tract, common to the southeast corner of a called 12.995 acre tract of land described in a deed to BTI Capital, LLC, as recorded in Instrument No. 2023-2181 of the Official Records of Grayson County, Texas;

THENCE North 15°34'13" West, departing the northwesterly line of said Crutchfield Second Addition, along the southwesterly line of said 13.105 acre tract and the northeasterly line of said 12.995 acre tract, a distance of 1,065.78 feet to the **POINT OF BEGINNING** and containing 12.670 acres (551,897 square feet) of land, more or less.



07/31/2025


SYLVIANA GUNAWAN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6461
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
sylviana.gunawan@kimley-horn.com



BOUNDARY EXHIBIT
12.670 ACRES
2206 E. LAMAR STREET
GEORGE B. PILANT SURVEY,
ABSTRACT NO. 963
CITY OF SHERMAN,
GRAYSON COUNTY, TEXAS

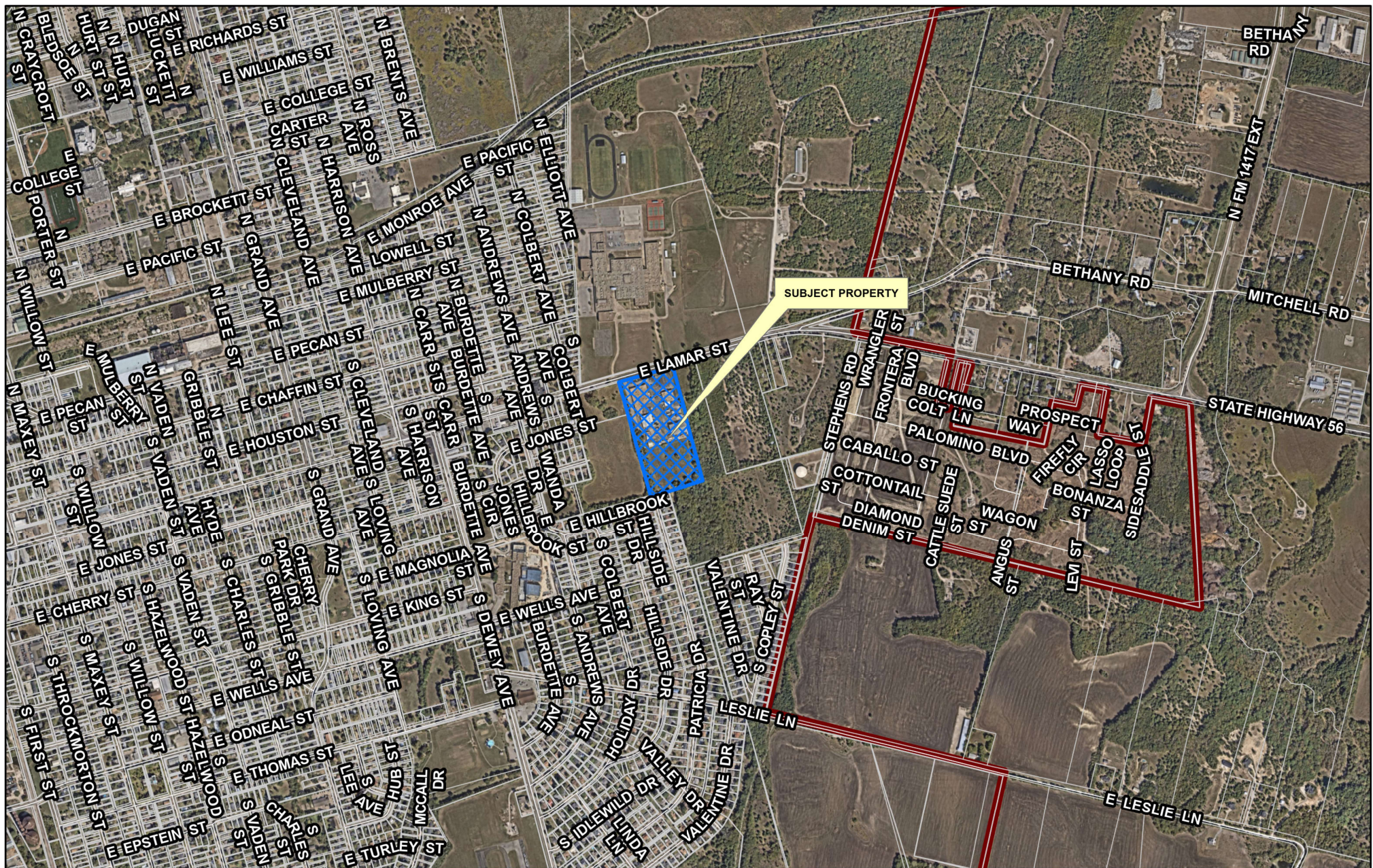
Kimley»Horn

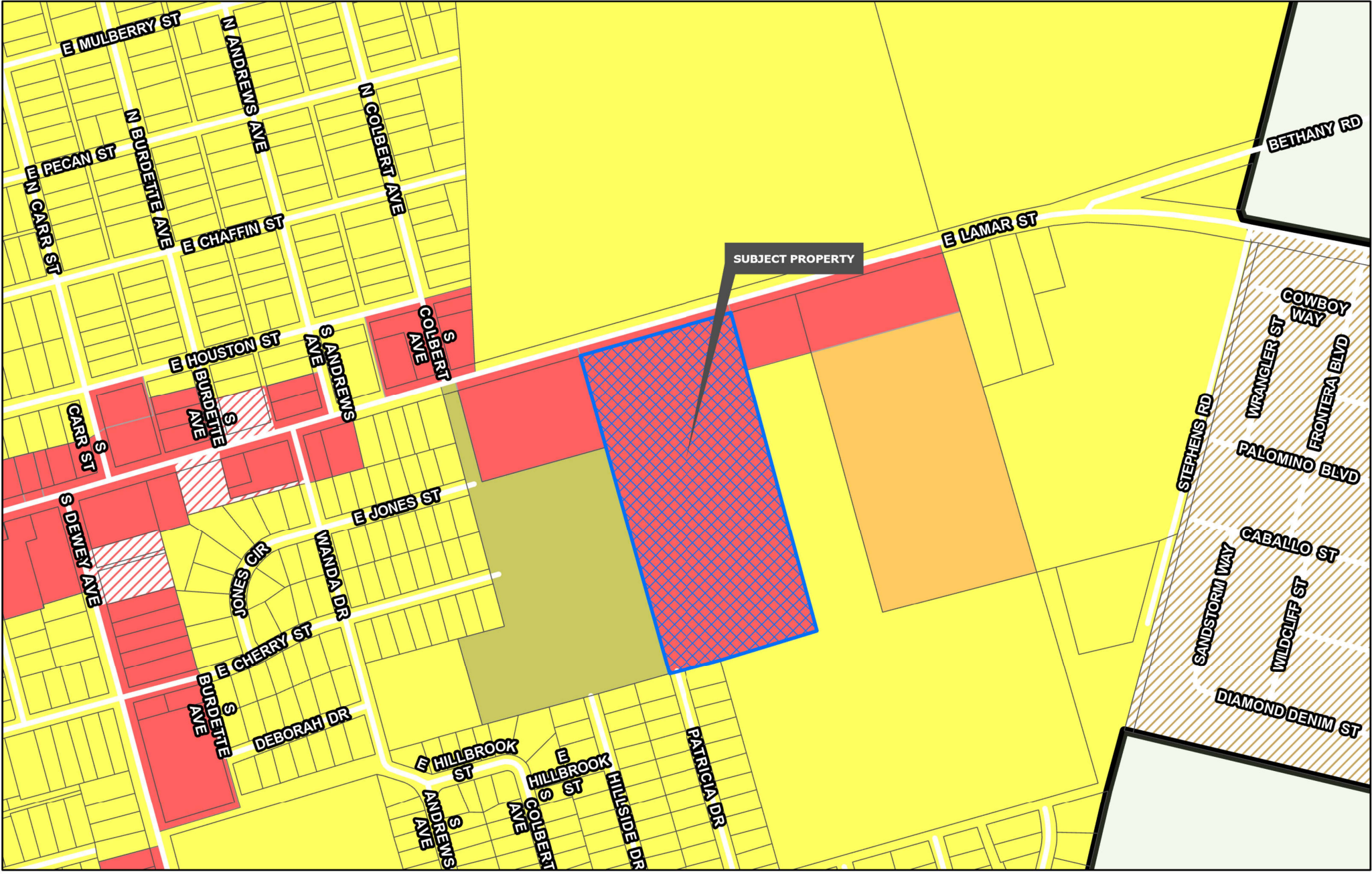
6160 Warren Parkway, Suite 210
Frisco, Texas 75034 FIRM # 10193822

Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
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1		
No.	DATE	REVISION DESCRIPTION





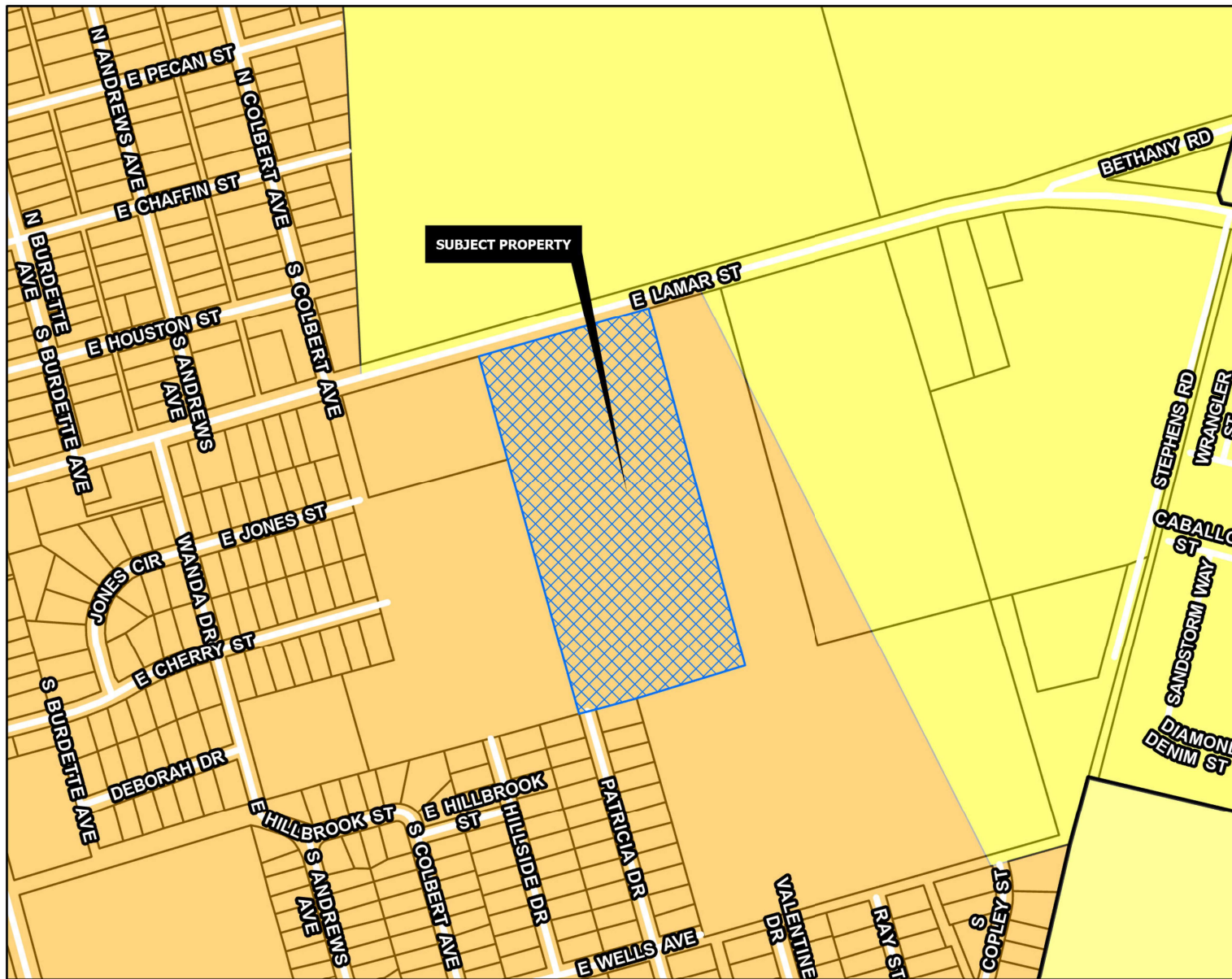
Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

- | | | |
|--------------------------------|--------------------------------|----------------------------|
| Planning & Zoning | R-4 Patio Home Residential | C-O Office |
| R-A Residential Agricultural | R-2F Duplex Residential | C-1 Retail Business |
| R-E Estate Residential | R-TH Townhome Residential | C-2 General Commercial |
| R-12 Single Family Residential | MF-15 Multi-Family Residential | M-1 Light Manufacturing |
| R-6 Single Family Residential | MF-30 Multi-Family Residential | M-1.5 Medium Manufacturing |
| R-5 Single Family Residential | MH Manufactured Housing | M-2 Heavy Manufacturing |
| | C-N Neighborhood Commercial | PD Planned Development |

CITY OF SHERMAN
ZONING MAP
2206 E LAMAR ST



Date: 8/26/2025 1:27 PM



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

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.



2206 EAST LAMAR STREET – PROPERTY NOTIFICATION SIGN



August 6, 2025

City of Sherman
Planning and Development Review Department
220 W Mulberry Street
Sherman, Texas 75090

**Re: Project Narrative – Goodwill Sherman
 Specific Use Permit, Site Plan, Zoning Change, and Variance Application
 2206 East Lamar St
 Sherman, Texas 75090**

To Whom It May Concern,

Please accept this Project Narrative for the above-mentioned project. The proposed warehouse addition is located at 2206 East Lamar St, Sherman, Texas 75090 in Grayson County. The existing property is approximately 12.670 acres and contains existing improvements. The proposed project is currently zoned C-1: Retail Business District.

The proposed improvements include the removal of a ±1,500 sf structure, a proposed ±19,000 sf warehouse building, and a dumpster.

No portion of this site is in the Federal Emergency Management Agency's floodplain according to Flood Insurance Rate map #48181C0290G, Grayson County, Texas and incorporated areas, dated September 1, 2022. There are no known critical environmental features on this site.

The site is currently zoned C-1 with a proposed change to C-2 in order to apply for a specific use permit to allow warehousing.

A Variance request has been submitted regarding a building setback along the east side of the property. We would like for the Board of Adjustments to consider a building setback reduction from 60' to 50' so that existing buildings do not encroach.

If you have any questions or comments, please contact me at 972-486-9447.

Sincerely,

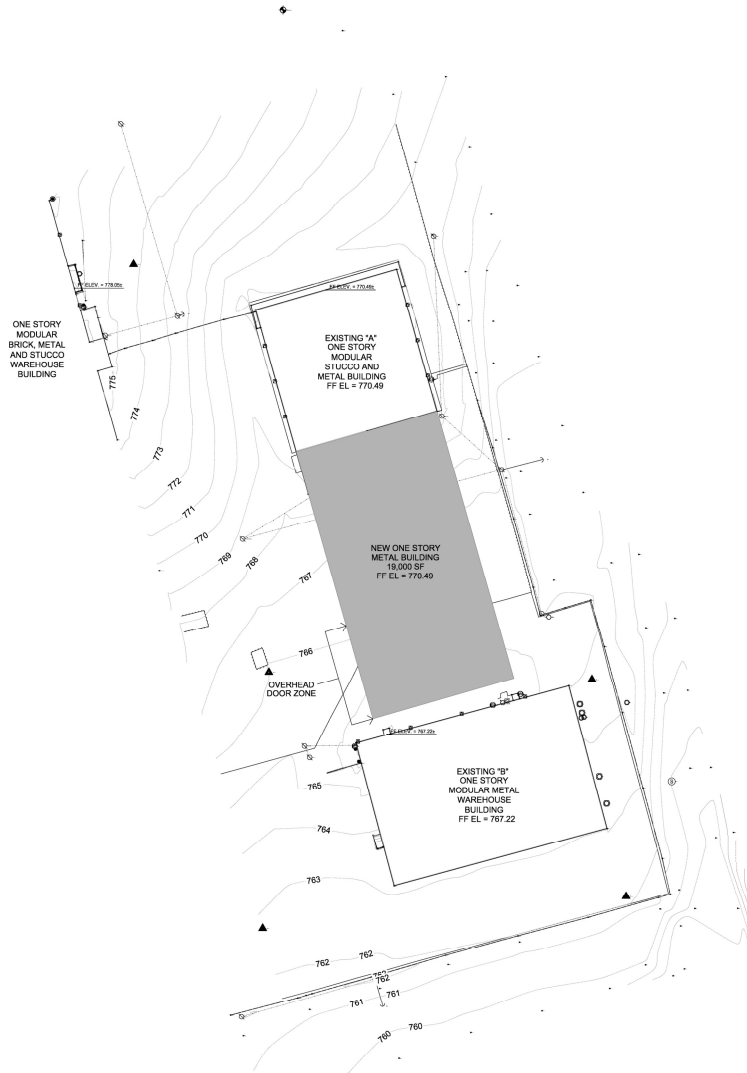
KIMLEY-HORN AND ASSOCIATES, INC.



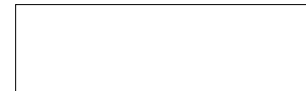
Griffin Potts



SHEET NUMBER
LP-1



01 SITE PLAN
SCALE: 1/32" = 1'-0"



SITE PLAN
GOODWILL SHERMAN
2206 E. LAMAR STREET
BEING A TOTAL OF 12.670 ACRES
GEORGE B. PILANT SURVEY, ABSTRACT NO. 963
City of Sherman Grayson County, Texas
AUGUST 6, 2023

ARCHITECT O'BRIEN ARCHITECTS 1722 ROUTH STREET SUITE 122 DALLAS, TX 75201 PH: 972-788-3030 CONTACT: GEOFFREY BROWN EMAIL: GEOFFREY.BROWN@OBIENARCH.COM	OWNER GOODWILL INDUSTRIES OF NORTHEAST TEXAS 2206 EAST LAMAR ST SHERMAN, TEXAS 75095 PH: (903) 893-3343 EXT. 104 CONTACT: JUSTIN CHAPMAN EMAIL: JCHAPMAN@GOODWILLNORTHEASTTX.COM
---	---



1722 ROUTH STREET
SUITE 122
DALLAS, TX 75201
(972) 788-1010
www.obrienarch.com

GOODWILL
SHERMAN

SHERMAN, TEXAS

OWNER
GOODWILL
INDUSTRIES OF
NORTHEAST TEXAS

ARCHITECT
O'BRIEN
ARCHITECTS

REVISION LOG

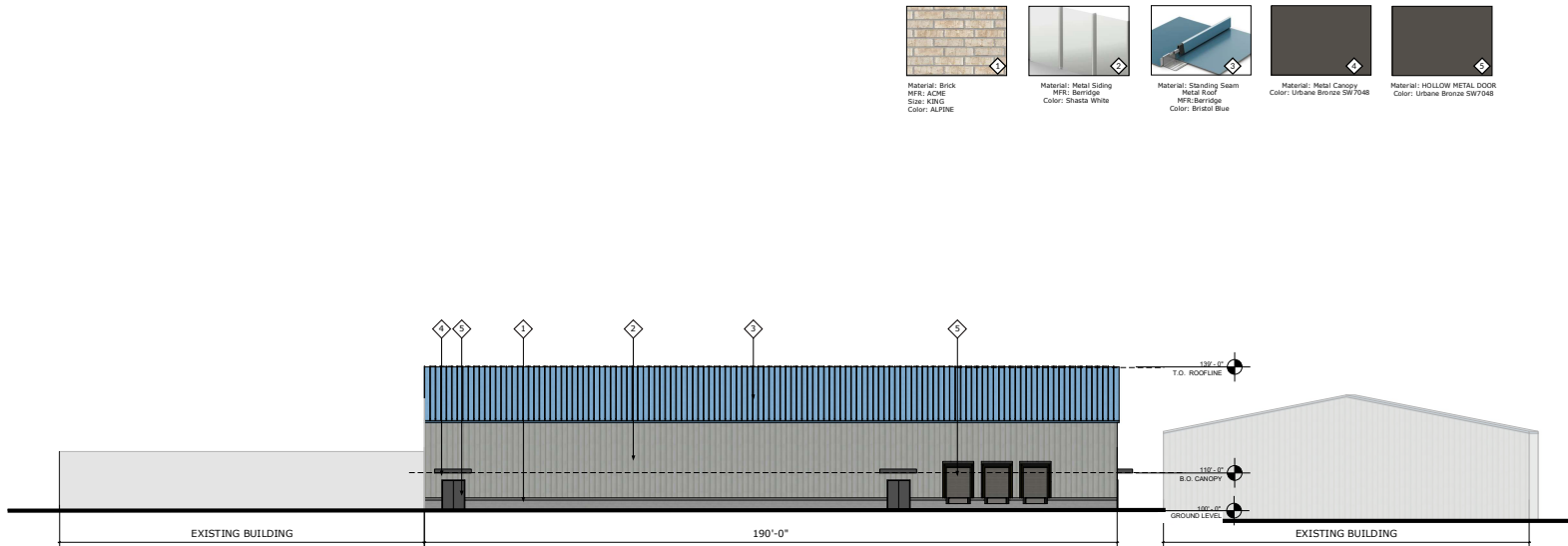
DATE	DESCRIPTION	BY/IA

PROJECT NO. 24-106
ISSUE DATE: 08-06-2025

**NOT FOR
REGULATORY
APPROVAL,
PERMITTING OR
CONSTRUCTION**

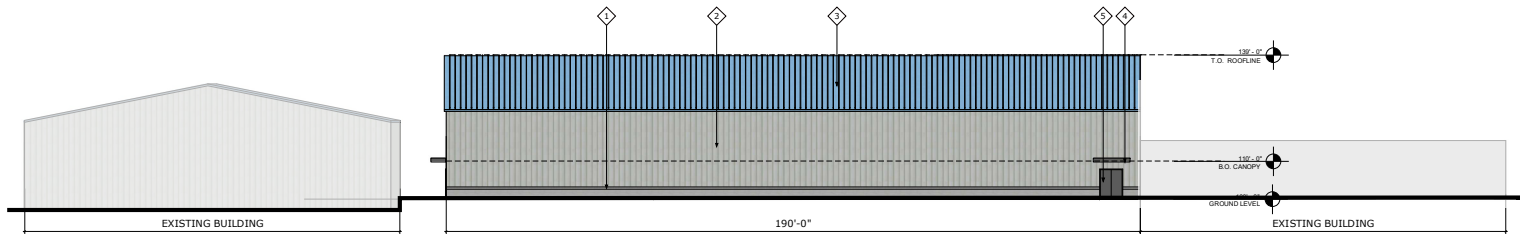
SHEET NO.
SITE PLAN

COPYRIGHT © 2023 O'BRIEN ARCHITECTS. ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF O'BRIEN ARCHITECTS. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM O'BRIEN ARCHITECTS.



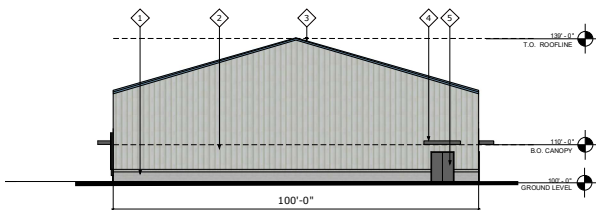
03 WEST ELEVATION

SCALE: 1/16" = 1'-0"



02 EAST ELEVATION

SCALE: 1/16" = 1'-0"



01 EAST ELEVATION

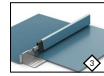
SCALE: 1/16" = 1'-0"



Material: Brick
MFR: ALPINE
Size: KING
Color: ALPINE



Material: Metal Siding
MFR: Barringer
Color: Shasta White



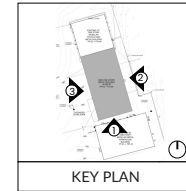
Material: Standing Seam
Metal Roof
MFR: Barringer
Color: Bristol Blue



Material: Metal Canopy
Color: Urbane Bronze SW7048



Material: HOLLOW METAL DOOR
Color: Urbane Bronze SW7048



KEY PLAN

O'BRIEN

1722 ROUTH STREET
SUITE 122
DALLAS, TX 75201
(972) 788-1010
www.obrienarch.com

GOODWILL
SHERMAN

SHERMAN, TEXAS

OWNER
GOODWILL
INDUSTRIES OF
NORTHEAST TEXAS

ARCHITECT
O'BRIEN
ARCHITECTS

REVISION LOG

DATE	DESCRIPTION	BY

PROJECT NO. 24-106
ISSUE DATE: 08-06-2025

NOT FOR
REGULATORY
APPROVAL,
PERMITTING OR
CONSTRUCTION

SHEET NO.

FACADE PLAN

SITE PLAN
GOODWILL SHERMAN
2206 E. LAMAR STREET
BEING A TOTAL OF 12.670 ACRES
GEORGE B. PILANT SURVEY, ABSTRACT NO. 963

City of Sherman Grayson County, Texas
AUGUST 6, 2023

ARCHITECT	OWNER
O'BRIEN ARCHITECTS 1722 ROUTH STREET SUITE 122 DALLAS, TX 75201 PH: 972-788-1010 CONTACT: GEOFFREY BROWN EMAIL: GEOFFREY.BROWN@OBIENARCH.COM	GOODWILL INDUSTRIES OF NORTHEAST TEXAS 2206 EAST LAMAR ST SHERMAN, TEXAS 75095 PH: (903) 893-3343 EXT. 104 CONTACT: JESSICA SHERMAN EMAIL: JESSICA@GOODWILLNORTHTEXAS.ORG

COMPILED & DESIGNED THESE DRAWINGS BY NAME
OF ARCHITECT AND NOT BEING A PART OF THE CONTRACT
METHODS FOR ANY REVISIONS TO BE MADE BY THE ARCHITECT
OR ENGINEER SHALL BE MADE BY THE ARCHITECT OR ENGINEER



City Council Regular Meeting

Agenda Item No. D.7.

Meeting Date: 10/20/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6883

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Warehousing in a C-2 (General Commercial) District, Located At 2206 East Lamar Street, Consisting of 12.67 acres being in the George B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas Keith Chapman (Owner), Griffin Potts (Applicant) and Texas Heritage Surveying, LLC (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit for 12.67 acres of land located at 2206 East Lamar Street to Allow Warehousing in a C-2 (General Commercial) District.

Background:

The property is located in the 2206 East Lamar Street (Goodwill Industries). The owner is requesting a Variance, Zone Change, Site Plan and Specific Use Permit.

This project includes a proposed warehouse addition located at 2206 E. Lamar Street. The existing property is approximately 12.670 acres and contains existing improvements. The proposed improvements include the removal of a 1,500 sf structure, and the construction of a 19,000 sf warehouse building, and a dumpster.

The following has been approved:

- 9/16/2025 - Public Hearing and Variance under Section 14.02.017 to allow a 57' side set back in lieu of the required 60' for the existing structure.
- 9/16/2025 - Public Hearing and Variance under Section 14.02.017 to allow a 39' tall building in lieu of the allowed 35' for the existing structure.
- 9/16/2025 - Public Hearing and Variance under Section 14.02.017 to allow a 39' tall building in lieu of the allowed 35' for the proposed structure.
- 9/19/2006 - Zone Change from an R-1 to C-1

Capital Improvement Program:

N/A

Origination:

Keith Chapman (Owner), Griffin Potts (Applicant) and Texas Heritage Surveying, LLC (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 16, 2025 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Specific Use Permit be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff has no objection to the approval of this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6883
2. Exhibit A - Survey
3. Exhibit B - Site Plan
4. Exhibit C - Landscape Plan
5. Location Map
6. Zoning Map
7. Future Land Use Map
8. Property Notification Sign
9. Narrative
10. Elevation
11. Staff Review Letter

ORDINANCE NO. 6883

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 WAREHOUSING IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 2206 EAST LAMAR STREET, CONSISTING OF 12.67 ACRES BEING IN THE GEORGE B. PILANT SURVEY, ABSTRACT NO. 963, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS KEITH CHAPMAN (OWNER), GRIFFIN POTTS (APPLICANT) AND TEXAS HERITAGE SURVEYING, LLC (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; 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 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 2206 East Lamar Street, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Warehouse, 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**.

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 Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. (*Code of Ordinances Chapter 3.02(c)*)
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Sec. 14.04.004*)
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Article 14.07*)
5. Impact fees will be required at the time of building permit application. (*Chapter 13, Article. 13.11*)
6. The property must be properly maintained in a state of good repair and neat appearance.
7. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
8. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
9. 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(a)(1)(C)*)
10. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
11. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

12. Platting of the property is required prior to building permit being issued for proposed buildings. *Code of Ordinances Chapter 10.01.005; Texas Local Government Code Title 1, Sec. 212.004*
13. Property Boundaries and Easements do not reflect the required Right-of-Way and Easement dedications as indicated in the Preliminary Plat 1st Review Comments.
14. City Council approval of Encroachment Agreement for existing parking spaces that will encroach into the plat required right-of-way dedication is required prior to submitting Final Plat. Encroachment Agreement requirements can be obtained by emailing engineering@cityofsherman.com. *Code of Ordinances 10.03.007(d)*
15. City Council approval of Encroachment Agreement for existing parking spaces that will encroach into the plat required 15' Utility, Landscape, and Sidewalk Easement dedication is required prior to submitting Final Plat. Encroachment Agreement requirements can be obtained by emailing engineering@cityofsherman.com. *Code of Ordinances 10.03.007(d)*

16. Privately owned and maintained detention in accordance with City criteria may be required for any additional impervious area for parking or new buildings. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10.03.006; Engineering Design Standards Manual Sec. 4.18*

Fire Services

17. [] D103.5 Amended - Electric gates shall be equipped with a Knox key switch that operates with the Authority Having Jurisdiction's Knox key. Emergency opening devices shall be approved by the fire code official. *(Located In City Ordinances Amendments)*
18. [] 506.1 Amended - Any new and existing buildings that have a fire sprinkler riser, standpipe system and/or a fire alarm control panel shall have a Knox key box that contains keys or a keycard to gain access to every door leading from the exterior of the building to the fire sprinkler riser, standpipe system and/or the fire alarm control panel. *(Located In City Ordinances Amendments)*

Additional Conditions: as applicable

19. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B**.
20. The property shall be developed and used in accordance with the Landscape Plan shown in **Exhibit C**.

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 20th day of October 2025.

ADOPTED on this the 20th day of October 2025.

EFFECTIVE DATE on this the 20th day of October 2025.

CITY OF SHERMAN, TEXAS

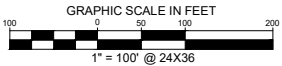
BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

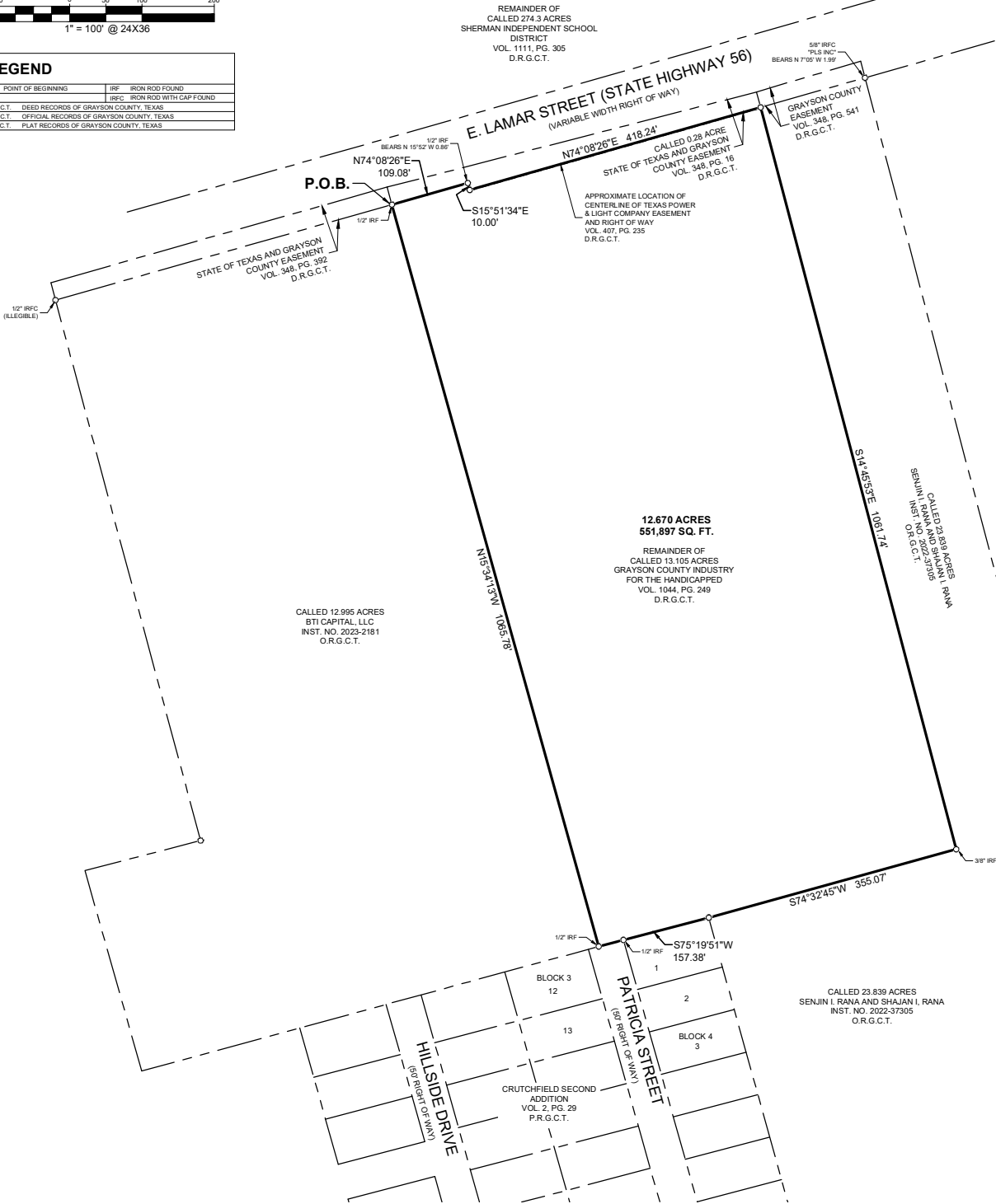
APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



LEGEND

P.O.B. POINT OF BEGINNING	IRF IRON ROD FOUND
D.R.G.C.T. DEED RECORDS OF GRAYSON COUNTY, TEXAS	REC IRON ROD WITH CAP FOUND
O.R.G.C.T. OFFICIAL RECORDS OF GRAYSON COUNTY, TEXAS	
P.R.G.C.T. PLAT RECORDS OF GRAYSON COUNTY, TEXAS	



DESCRIPTION OF SURVEYED PROPERTY:

BEING a tract of land situated in the George B. Pilant Survey, Abstract No. 963, City of Sherman, Grayson County, Texas, and being the remainder of a called 13.105 acre tract of land described in a deed to Grayson County Industry for the Handicapped, as recorded in Volume 1044, Page 249 of the Deed Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of a called 0.28 acre tract dedicated as a State of Texas and Grayson County Easement as recorded in Volume 348, Page 16 of the Deed Records of Grayson County, Texas, common to the southeast corner of a called a State of Texas and Grayson County Easement recorded in Volume 348, Page 392 of the Deed Records of Grayson County, Texas, same being on the southerly right of way line of Lamar Street (State Highway 56), a variable width right of way, and the westerly line of said 13.105 acre tract;

THENCE North 74°08'26" East, departing the westerly line of said 13.105 acre tract, along the southeasterly line of said 0.28 acre tract and the southeasterly right of way line of said Lamar Street and crossing said 13.105 acres, a distance of 109.08 feet to a point for corner, from which, a 1/2 inch iron rod found for witness bears North 15°52' West, 0.86 feet;

THENCE South 15°51'34" East, continuing along the southerly line of said 0.28 acre tract and the southerly right of way line of said Lamar Street and across said 13.105 acre tract, a distance of 10.00 feet to a point for corner;

THENCE North 74°08'26" East, continuing along the southerly line of said 0.28 acre tract and the southerly right of way line of said Lamar Street and across said 13.105 acre tract, a distance of 418.24 feet to the southeast corner of said 0.28 acre tract, common to the southwest corner of a Grayson County Easement recorded in Volume 348, Page 541 of the Deed Records of Grayson County, Texas, and the northwest corner of a called 23.839 acre tract of land described in a deed to Senjin I. Rana and Shajan I. Rana, as recorded in Instrument No. 2022-37305 of the Official Records of Grayson County, Texas, same being on the northeasterly line of said 13.105 acre tract;

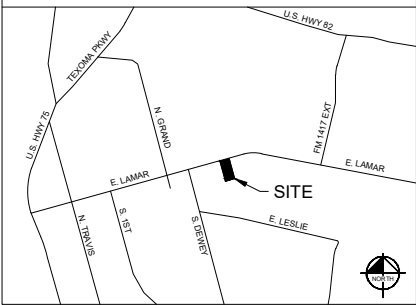
THENCE South 14°45'53" East, departing the southerly right of way line of said Lamar Street, along the northeasterly line of said 13.105 acre tract and the southwesterly line of said 23.839 acre tract, a distance of 1,061.74 feet to a 3/8 inch iron rod found for the southeast corner of said 13.105 acre tract, common to an ell corner of said 23.839 acre tract;

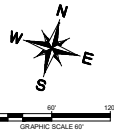
THENCE South 74°32'45" West, along the southeasterly line of said 13.105 acre tract and the northwesterly line of said 23.839 acre tract, a distance of 355.07 feet to the southerly northwest corner of said 23.839 acre tract, common to the northeast corner of Crutchfield Second Addition, according to the plat thereof recorded in Volume 2, Page 29 of the Plat Records of Grayson County, Texas;

THENCE South 75°19'51" West, continuing along the southeasterly line of said 13.105 acre tract and along the northwesterly line of said Crutchfield Second Addition, a distance of 157.38 feet to a 1/2 inch iron rod found for the southwest corner of said 13.105 acre tract, common to the southeast corner of a called 12.995 acre tract of land described in a deed to BTI Capital, LLC, as recorded in Instrument No. 2023-2181 of the Official Records of Grayson County, Texas;

THENCE North 15°34'13" West, departing the northwesterly line of said Crutchfield Second Addition, along the southwesterly line of said 13.105 acre tract and the northeasterly line of said 12.995 acre tract, a distance of 1,065.78 feet to the **POINT OF BEGINNING** and containing 12.670 acres (551,897 square feet) of land, more or less.

VICINITY MAP





SITE DATA TABLE	
LOT NUMBER	LOT 1
LOT AREA	±12.67 ACRES/551,897 SQ FT
BUILDING AREA	±84,500 SQ FT
LAND USE	OFFICE (10,400 SQ FT) RETAIL (10,000 SQ FT) WAREHOUSE (64,100 SQ FT)
PARKING RATIO	OFFICE (1 PER 400 SQ FT) RETAIL (1 PER 250 SQ FT) WAREHOUSE (1 PER 1,000 SQ FT UP TO 20,000 SQ FT) 1 PER 2,000 SQ FT OVER 20,000 SQ FT
PARKING REQUIRED	147 SPACES
PARKING PROVIDED	147 SPACES
ADA PARKING REQUIRED	5 SPACES
ADA PARKING PROVIDED	5 SPACES
CURRENT ZONING	C-1
PURPOSED ZONING	C-2
IMPERVIOUS AREA	±274,300 SQ FT
LANDSCAPE AREA	±279,242 SQ FT
FLOOR-TO-AREA RATIO	0.15
LANDSCAPE DATA TABLE	
IMPROVEMENTS OF THE SITE ARE ONLY WITHIN THE SHOWN LIMITS OF DISTURBANCE. ALL ELEMENTS THAT ARE BEING ADDED MEET THE CURRENT STANDARDS	
PARKING LOT LANDSCAPING	NOT WITHIN LIMITS OF DISTURBANCE
STREET PERIMETER BUFFER	NOT WITHIN LIMITS OF DISTURBANCE
BUFFERYARD LANDSCAPING	ALL EXISTING BUFFERS & TREES SHALL REMAIN UNDISTURBED

LEGEND

- EXISTING PAVEMENT
- PROPOSED BUILDING
- PROPOSED FL
- ONE OVERHEAD ELECTRIC
- FL FIRE LANE
- EXISTING FENCE
- EX EXISTING
- PRO PROPOSED
- ACCESSIBLE PARKING SYMBOL

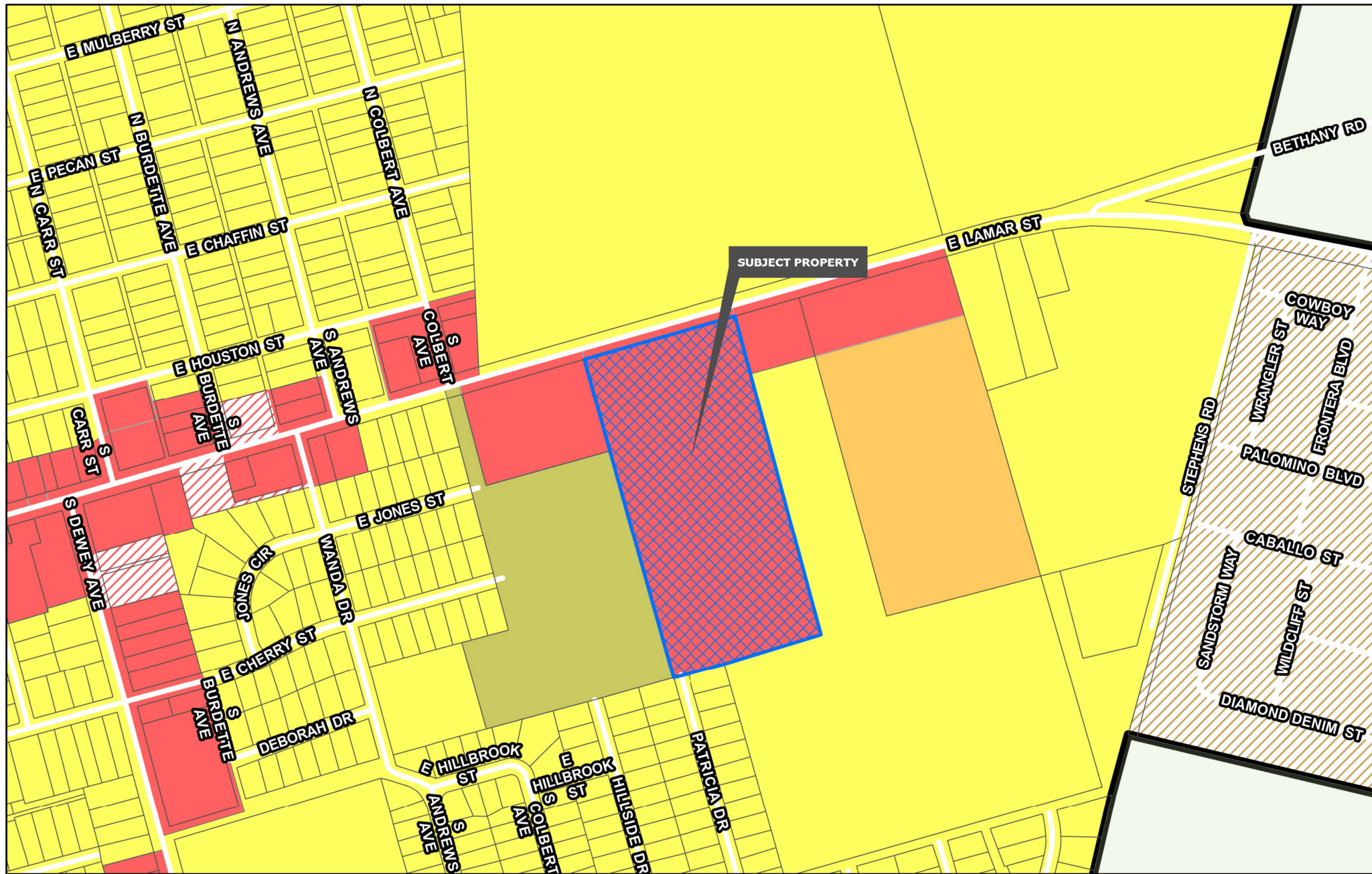


BENCH MARK LIST	
CITY OF SHERMAN MONUMENT #15-106 THE STATION IS LOCATED ON THE SOUTH SIDE OF BINKLEY PARK DRIVE SOUTH OF STATE HIGHWAY 56 APPROXIMATELY 1.2 MILES SOUTHWEST OF THE COURTHOUSE IN DOWNTOWN SHERMAN, TEXAS.	
FROM THE INTERSECTION OF STATE HIGHWAY 56 AND BINKLEY PARK DRIVE GO SOUTH ALONG BINKLEY PARK DRIVE 0.25 MILES TO THE STATION ON THE RIGHT. THE STATION IS LOCATED 5.0 FEET WEST OF THE LID TO CURB INLET, 50.0 FEET SOUTHEAST OF A SPEED LIMIT SIGN, AND 62.0 FEET SOUTHEAST OF A SCHOOL ZONE SIGN. ELEV=714.751'	
TBM #1 12" SET ON THE EASTERN HEADWALL AT THE EASTERN DRIVEWAY AT 2206 E. LAMAR STREET, SHERMAN, TEXAS, LOCATED ON THE SOUTH SIDE OF E. LAMAR STREET, APPROXIMATELY 1,360 FEET EAST OF S. WANDA DRIVE, AND APPROXIMATELY 2,133 FEET EAST OF S. DEWEY AVENUE. ELEV=774.75'	
TBM #2 12" SET ON THE HEADWALL LOCATED AT THE WEST SIDE OF THE EASTERN DRIVEWAY AT SHERMAN MIDDLE SCHOOL, 2201 E. LAMAR STREET, SHERMAN, TEXAS, LOCATED ON THE NORTH SIDE OF E. LAMAR STREET, APPROXIMATELY 867 FEET EAST OF S. COLBERT STREET, AND APPROXIMATELY 1,265 FEET WEST OF BETHANY ROAD. ELEV=774.49'	

DATE	BY
REVISIONS	
No.	
Kimley»Horn © 2025 KIMLEY-HORN AND ASSOCIATES, INC. 200 N. CENTRAL EXPRESSWAY, SUITE 400 SHERMAN, TEXAS 79141 PHONE: 714.417.5035 WWW.KIMLEY-HORN.COM, TX 74608	
PRELIMINARY Not for construction or other purposes. Kimley-Horn 2025.08.01 25.08.01	
PROJECT 00622002	DATE AUGUST 2025
SCALE AS SHOWN	DESIGNED BY JES
DRAWN BY JES	CHECKED BY JES
GOODWILL SHERMAN	
LANDSCAPE PLAN	
SHEET NUMBER LP-1	



Date: 8/26/2025 1:27 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

 Planning & Zoning

 R-A Residential Agricultural

 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 Manufactured Housing

 C-N Neighborhood Commercial

 C-O Office

 C-1 Retail Business

 C-2 General Commercial

 M-1 Light Manufacturing

 M-1.5 Medium Manufacturing

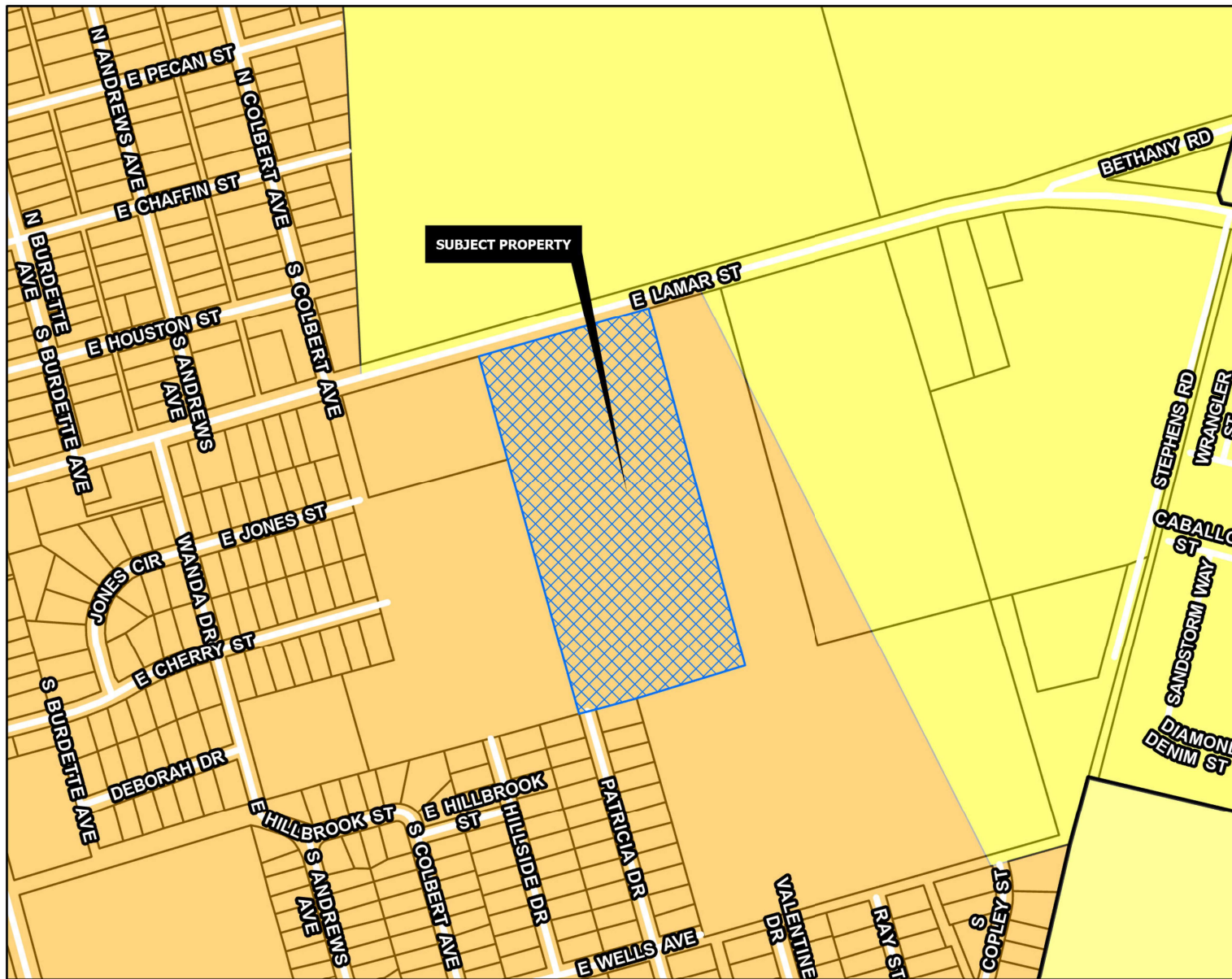
 M-2 Heavy Manufacturing

 PD Planned Development

CITY OF SHERMAN
ZONING MAP
2206 E LAMAR ST



Date: 8/26/2025 1:27 PM



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

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.



2206 EAST LAMAR STREET – PROPERTY NOTIFICATION SIGN



August 6, 2025

City of Sherman
Planning and Development Review Department
220 W Mulberry Street
Sherman, Texas 75090

**Re: Project Narrative – Goodwill Sherman
 Specific Use Permit, Site Plan, Zoning Change, and Variance Application
 2206 East Lamar St
 Sherman, Texas 75090**

To Whom It May Concern,

Please accept this Project Narrative for the above-mentioned project. The proposed warehouse addition is located at 2206 East Lamar St, Sherman, Texas 75090 in Grayson County. The existing property is approximately 12.670 acres and contains existing improvements. The proposed project is currently zoned C-1: Retail Business District.

The proposed improvements include the removal of a ±1,500 sf structure, a proposed ±19,000 sf warehouse building, and a dumpster.

No portion of this site is in the Federal Emergency Management Agency's floodplain according to Flood Insurance Rate map #48181C0290G, Grayson County, Texas and incorporated areas, dated September 1, 2022. There are no known critical environmental features on this site.

The site is currently zoned C-1 with a proposed change to C-2 in order to apply for a specific use permit to allow warehousing.

A Variance request has been submitted regarding a building setback along the east side of the property. We would like for the Board of Adjustments to consider a building setback reduction from 60' to 50' so that existing buildings do not encroach.

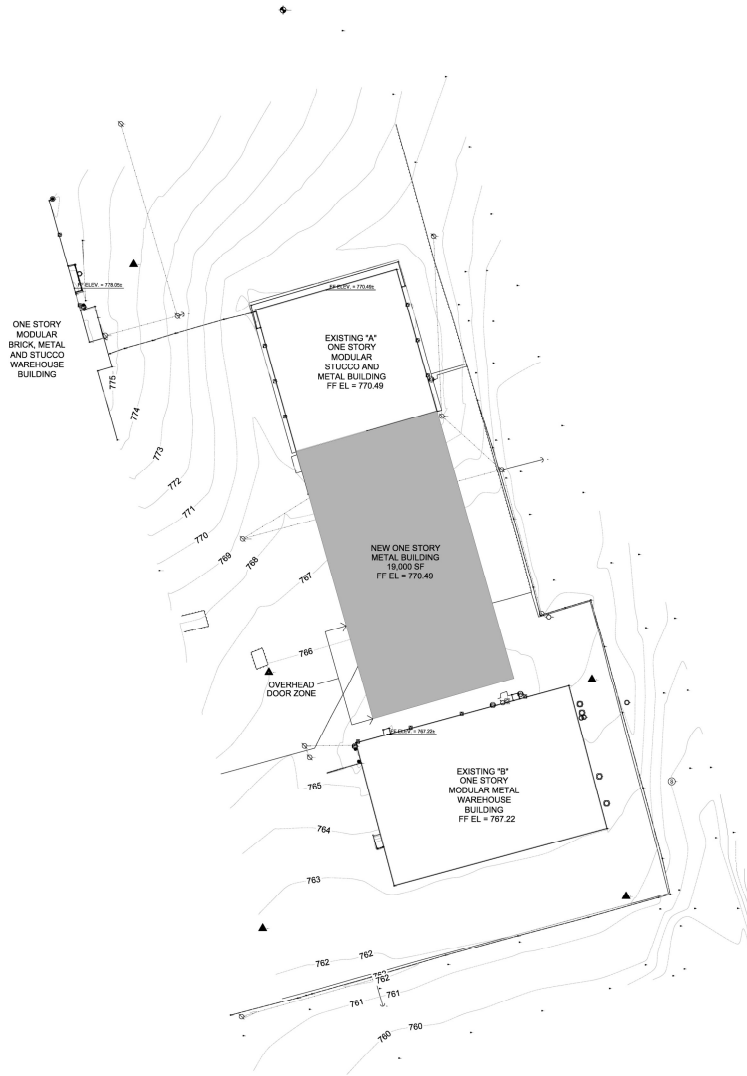
If you have any questions or comments, please contact me at 972-486-9447.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Griffin Potts



01 SITE PLAN
SCALE: 1/32" = 1'-0"



SITE PLAN
GOODWILL SHERMAN
2206 E. LAMAR STREET
BEING A TOTAL OF 12.670 ACRES
GEORGE B. PILANT SURVEY, ABSTRACT NO. 963
City of Sherman Grayson County, Texas
AUGUST 6, 2023

ARCHITECT	OWNER
OBRIEN ARCHITECTS 1722 ROUTH STREET SUITE 122 DALLAS, TX 75201 PH: 972-788-3030 CONTACT: GEOFFREY BROWN EMAIL: GEOFFREY.BROWN@OBRIENARCH.COM	GOODWILL INDUSTRIES OF NORTHEAST TEXAS 2206 EAST LAMAR ST SHERMAN, TEXAS 75091 PH: (936) 893-3343 EXT. 104 CONTACT: JESSICA SHERMAN EMAIL: JESSICA@GOODWILLNORTHEASTTX.COM



1722 ROUTH STREET
SUITE 122
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(972) 788-1010
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GOODWILL
SHERMAN

SHERMAN, TEXAS

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NORTHEAST TEXAS

ARCHITECT
O'BRIEN
ARCHITECTS

REVISION LOG

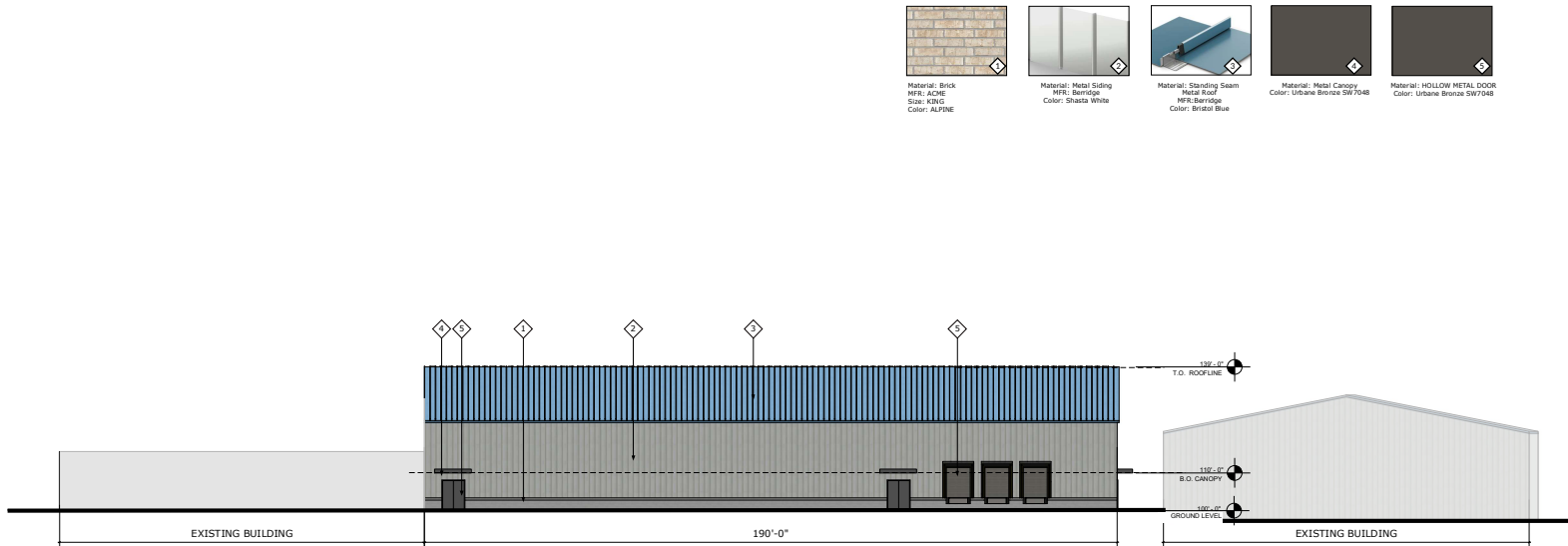
DATE	DESCRIPTION	BY/APP

PROJECT NO. 24-106
ISSUE DATE: 08-06-2025

**NOT FOR
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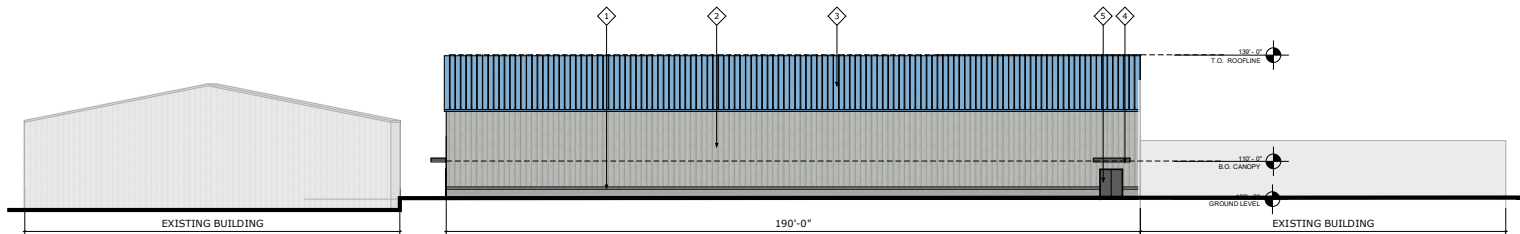
SHEET NO.
SITE PLAN

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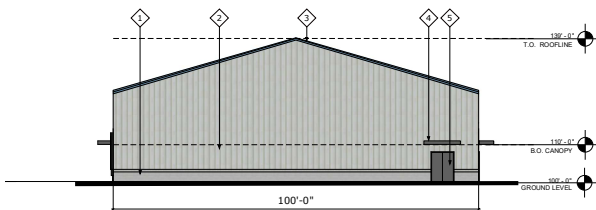
03 WEST ELEVATION

SCALE: 1/16" = 1'-0"



02 EAST ELEVATION

SCALE: 1/16" = 1'-0"



01 EAST ELEVATION

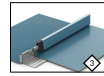
SCALE: 1/16" = 1'-0"



Material: Brick
HPL: ACME
Size: KING
Color: ALPINE



Material: Metal Siding
HPL: Barridge
Color: Shasta White



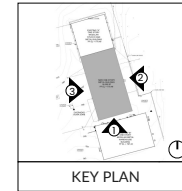
Material: Standing Seam
Metal Roof
HPL: Barridge
Color: Bristol Blue



Material: Metal Canopy
Color: Urbane Bronze SW7048



Material: HOLLOW METAL DOOR
Color: Urbane Bronze SW7048



O'BRIEN

1722 ROUTH STREET
SUITE 122
DALLAS, TX 75201
(972) 788-1010
www.obrienarch.com

GOODWILL
SHERMAN

SHERMAN, TEXAS

OWNER
GOODWILL
INDUSTRIES OF
NORTHEAST TEXAS

ARCHITECT
O'BRIEN
ARCHITECTS

REVISION LOG

DATE	DESCRIPTION	BY

PROJECT NO. 24-106
ISSUE DATE: 08-06-2025

NOT FOR
REGULATORY
APPROVAL,
PERMITTING OR
CONSTRUCTION

SHEET NO.

FACADE PLAN

SITE PLAN
GOODWILL SHERMAN
2206 E. LAMAR STREET
BEING A TOTAL OF 12.670 ACRES
GEORGE B. PILANT SURVEY, ABSTRACT NO. 963
City of Sherman Grayson County, Texas
AUGUST 6, 2023

ARCHITECT O'BRIEN ARCHITECTS 1722 ROUTH STREET SUITE 122 DALLAS, TX 75201 PH: 972-788-1010 CONTACT: GEOFFREY BROWN EMAIL: GEOFFREY.BROWN@OBIENARCH.COM	OWNER GOODWILL INDUSTRIES OF NORTHEAST TEXAS 2206 EAST LAMAR ST SHERMAN, TEXAS 75095 PH: (903) 893-3343 EXT. 104 CONTACT: JESSICA SHERMAN EMAIL: JESSICA@GOODWILLNORTHTEXAS.ORG
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STAFF REVIEW LETTER

September 9, 2025

Sent via Email

Keith Chapman
2206 East Lamar Street
Sherman, TX 75090

Griffin Potts
2600 N Central Expressway, Suite 400
Richardson, TX 75080

Dear Applicants,

The request of a Public Hearing, Site Plan and Specific Use Permit under Section 14.08.001 to allow Warehousing in a C-2 (General Commercial) District located at 2206 East Lamar Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, September 16, 2025 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request, and the following items need to be noted/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 Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). (*Code of Ordinances Chapter 3.02(c)*)
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Sec. 14.04.004*)
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Article 14.07*)
5. Impact fees will be required at the time of building permit application. (*Chapter 13, Article. 13.11*)
6. The property must be properly maintained in a state of good repair and neat appearance.
7. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
8. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
9. 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(a)(1)(C)*)
10. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
11. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

12. Platting of the property is required prior to building permit being issued for proposed buildings. *Code of Ordinances Chapter 10.01.005; Texas Local Government Code Title 1, Sec. 212.004*
13. Property Boundaries and Easements do not reflect the required Right-of-Way and Easement dedications as indicated in the Preliminary Plat 1st Review Comments.
14. City Council approval of Encroachment Agreement for existing parking spaces that will encroach into the plat required right-of-way dedication is required prior to submitting Final Plat. Encroachment Agreement requirements can be obtained by emailing engineering@cityofsherman.com. *Code of Ordinances 10.03.007(d)*
15. City Council approval of Encroachment Agreement for existing parking spaces that will encroach into the plat required 15' Utility, Landscape, and Sidewalk Easement dedication is required prior to submitting Final Plat. Encroachment Agreement requirements can be obtained by emailing engineering@cityofsherman.com. *Code of Ordinances 10.03.007(d)*
16. Privately owned and maintained detention in accordance with City criteria may be required for any additional impervious area for parking or new buildings. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10.03.006; Engineering Design Standards Manual Sec. 4.18*

Fire Services

17. [] D103.5 Amended - Electric gates shall be equipped with a Knox key switch that operates with the Authority Having Jurisdiction's Knox key. Emergency opening devices shall be approved by the fire code official. *(Located In City Ordinances Amendments)*
18. [] 506.1 Amended - Any new and existing buildings that have a fire sprinkler riser, standpipe system and/or a fire alarm control panel shall have a Knox key box that contains keys or a keycard to gain access to every door leading from the exterior of the building to the fire sprinkler riser, standpipe system and/or the fire alarm control panel. *(Located In City Ordinances Amendments)*

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 Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,



Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

CC: Zachary Flores, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Steven Davis, Asst. Fire Marshal
Amber Doan, Engineering Coordinator
Tom Pruitt, Utility Engineer



City Council Regular Meeting

Agenda Item No. D.8.

Meeting Date: 10/20/2025

Prepared By: Teri Fine, Assistant to the City Manager

Approved By:

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6884

Amending Ordinance No. 6855 (Ordering a General Election to be Held on November 4, 2025 for the Purpose of Electing Two City Council Members (District 1 and District 3) to Fill expiring Terms); Providing for Updated Polling Location Information

Issue:

Amending Election Ordinance to provide for polling location information

Background:

In compliance with the City of Sherman Charter and the election laws of the State of Texas, the City must, by ordinance, call a General Municipal Election for the first Tuesday after the first Monday in November, This ordinance establishes the voting centers for this election.

Capital Improvement Program:

Origination:

Financial Consideration:

Cost for the election is estimated to be \$15,000

Staff Recommendation:

It is recommended that the City Council approve the ordinance amending the ordinance calling the General Municipal Election for Tuesday, November 4, 2025

Alternatives:

None

Attachments:

1. Ordinance No. 6884
2. Ordinance No. 6855

ORDINANCE NO. 6884

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 6855 (ORDERING A GENERAL ELECTION TO BE HELD ON NOVEMBER 4, 2025 FOR THE PURPOSE OF ELECTING TWO CITY COUNCIL MEMBERS (DISTRICT 1 AND DISTRICT 3) TO FILL EXPIRING TERMS); PROVIDING FOR UPDATED POLLING LOCATION INFORMATION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas (“City Council”) duly authorized and ordered a general election to be held within the City of Sherman, Texas (“Sherman”) on November 4, 2025, for the purpose of electing two members of the Sherman City Council (District 1 and District 3), with each such term being for a period of three years, pursuant to Ordinance No. 6855; and

WHEREAS, the City Council finds that Ordinance No. 6855 needs to be amended to provide for updated polling location information based on new information received from the Grayson County Elections Administrator after the adoption of Ordinance No. 6855.

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

SECTION 1. Amendment to Section 6 of Ordinance No. 6855. Section 6 of Ordinance No. 6855 is amended in its entirety as follows:

“SECTION 6. Early voting will begin on October 20, 2025, through October 24, 2025, from 8 a.m. to 5 p.m.; on October 25, 2025, from 7:00 a.m. to 7:00 p.m.; on October 26, 2025, from 11:00 a.m. to 5:00 p.m.; and on October 27, 2025, through October 31, 2025, from 7:00 a.m. to 7:00 p.m. Early voting by personal appearance shall be at: Bells City Hall, Council Chambers, 203 S. Broadway, Bells, Texas; Grayson County Election Administration Building, 115 W. Houston, Main Voting Location, Sherman, Texas; Grayson County Sub-Courthouse, J.P. Court Room, 101 W. Woodard, Denison, Texas; St. John the Apostle Episcopal Church, Main Door, 760 W. FM 120, Pottsboro, Texas; Whitesboro City Hall, Council Chambers, 111 W. Main, Whitesboro, Texas; Grayson College South Campus, Room SB113, 1455 W. Van Alstyne Parkway, Van Alstyne, Texas; Summit Gardens Event Center, Main Door, 100 E. O’Connell St., Howe, Texas. The Grayson County Election Administration Building, 115 W. Houston, Sherman, Texas, is designated as the main early voting polling place. Voting times and locations are subject to change. Applications for ballots by mail shall be requested from and mailed to Early Voting Clerk, Elections Administration Building, 115 W. Houston, Sherman, Texas 75090, or faxed to (903) 891-4370 or emailed to votegrayson@co.grayson.tx.us. (If faxed or emailed, the original application must be mailed and received within 4 days.) Applications for ballots by mail must be received no later than the close of business on October 24, 2025.”

SECTION 2. Amendment to Section 7 of Ordinance No. 6855. Section 7 of Ordinance No. 6855 is amended in its entirety as follows:

“**SECTION 7.** Election Day voting by personal appearance shall be at the following vote centers from 7:00 a.m. until 7:00 p.m.:

LOCATION

Bells City Hall – Council Chambers
203 S. Broadway
Bells, Texas 75414

Collinsville Community Center – Main Doors
117 N. Main
Collinsville, Texas 76233

Grayson College – SAB Training Room
6101 Grayson Dr.
Denison, Texas 75020

Grayson County Sub-Courthouse, JP Courtroom
101 W. Woodard
Denison, Texas 75021

Parkside Baptist Church – South Entrance
301 N. Lillis Lane
Denison, Texas 75020

Southside Baptist Church – Main Hall
3500 S. Park
Denison, Texas 75020

Mt. Olive Baptist Church - Gymnasium
920 W. Texas
Denison, Texas 75020

Gordonville Baptist Church – Educational Building, East Doors
187 Gordonville Rd.
Gordonville, Texas 76245

Gunter First Baptist Church – Foyer
99 Gentle Creek Lane
Gunter, Texas 75058

Howe Summit Gardens Event Center – Main Doors
100 E. O'Connell St.
Howe, Texas 75459

St. John the Apostle Episcopal Church – Main Doors
760 W. FM 120
Pottsboro, Texas 75076

Sadler Baptist Church – Fellowship Hall
419 S. Main
Sadler, Texas 76264

Election Administration Building – East & West Doors
115 W. Houston
Sherman, Texas 75090

Faith Church – West Entrance
1800 N. FM 1417
Sherman, Texas 75092

Luella First Baptist Church – Main Door
3162 Hwy 11
Sherman, Texas 75090

Municipal Building – Ballroom
405 N. Rusk
Sherman, Texas 75090

Texoma Council of Governments – Eisenhower Room
1117 Gallagher Drive
Sherman, Texas 75090

United Way of Grayson County – Main Doors
713 E. Brockett
Sherman, Texas 75090

Progressive Baptist – Fellowship Hall
1101 E. Houston
Sherman, Texas 75090

Tioga Fire Department – Meeting Room
601 E. Main
Tioga, Texas 76271

Tom Bean First National Bank – Edwards Room
109 S. Britton
Tom Bean, Texas 75489

Grayson College South Campus - Room SB113
1455 W. Van Alstyne Pkwy
Van Alstyne, Texas 75495

Whitesboro City Hall – Council Chambers
111 W. Main
Whitesboro, Texas 76273

Whitewright Church of Christ – Fellowship Hall
606 S. Carter
Whitewright, Texas 75491

Voting times and locations are subject to change. Election judges shall be determined by the Grayson County Elections Administration”

SECTION 3. Should 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 and phrase thereof regardless of whether any one or more sections, subsections, sentences, clauses or phrases may be declared unconstitutional and/or invalid.

SECTION 4. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portion of conflicting ordinances shall remain in full force and effect.

SECTION 5. It is hereby officially found and determined that the meeting at which this ordinance 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.

INTRODUCED on this the 20th day of October 2025.

ADOPTED on this the 20th day of October 2025.

EFFECTIVE DATE on this the 20th day of October 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

ORDINANCE NO. 6855

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDERING AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 4th DAY OF NOVEMBER, 2025, FOR THE PURPOSE OF ELECTING TWO CITY COUNCIL MEMBERS (DISTRICT 1 AND DISTRICT 3) TO FILL EXPIRING TERMS; PROVIDING THAT THE ELECTION SHALL BE ADMINISTERED BY GRAYSON COUNTY, TEXAS; DESIGNATING EARLY VOTING POLLING PLACES AND HOURS; DESIGNATING ELECTION DAY POLLING PLACES AND HOURS; DESIGNATING FILING DEADLINES; ORDERING NOTICES OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; PROVIDING FOR THE APPOINTMENT OF ELECTION JUDGES; AUTHORIZING THE MAYOR AND CITY CLERK TO TAKE ALL ACTIONS NECESSARY TO COMPLY WITH APPLICABLE ELECTION LAWS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") duly authorizes and hereby orders a general election to be held within the City of Sherman, Texas ("Sherman") on November 4, 2025, for the purpose of electing a Mayor and two members of the Sherman City Council (District 1 and District 3), with each such term being for a period of three years.

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

SECTION 1. That, in compliance with the Sherman Home Rule Charter, and in accordance with the laws and the Constitution of the State of Texas, an election is hereby called and ordered for November 4, 2025, at which all qualified voters may vote for the purpose of electing City Council Members for District 1 and District 3 to fill expiring terms.

SECTION 2. That said election shall be administered by Grayson County, Texas in accordance with a Joint Election Agreement executed pursuant to the authority of a Resolution approved by the City Council.

SECTION 3. That the County Elections Administrator shall prepare electronic ballots for early and election day voting and paper ballots for mail ballots and provisional ballots to be used in said election and shall label the same "*Official Ballot*" on which ballot shall be printed the names of the candidates and the designation of each position sought, which shall be "Council Member, District 1," and "Council Member, District 3," respectively.

SECTION 4. That no person's name shall be placed upon the official ballot as a candidate for the position of Council Member unless such person has filed his/her sworn application for a place on the ballot, as provided by the laws of the State.

SECTION 5. Candidates must file for a specific place and adhere to the filing deadlines. The candidate filing period for the election is as follows:

Beginning: July 19, 2025 at 8:00 a.m.
Ending: August 18, 2025 at 5:00 p.m.

SECTION 6. That early voting will begin on October 20, 2025, and continue through October 31, 2025, at times and locations to be determined by the Grayson County Elections Administration. Voting times and locations are subject to change. Applications for ballots by mail shall be requested from and mailed to Early Voting Clerk, Elections Administration Building, 115 W. Houston, Sherman, Texas 75090, or faxed to (903) 891-4370 or emailed to votegrayson@co.grayson.tx.us. (If faxed or emailed, the original application must be mailed and received within 4 days.) Applications for ballots by mail must be received no later than the close of business on October 24, 2025.

SECTION 7. Election Day voting by personal appearance shall be conducted at designated vote centers from 7:00 a.m. to 7:00 p.m. Voting locations and election judges shall be determined by the Grayson County Elections Administration.

SECTION 8. That notice of said election shall be given by the Mayor of Sherman by causing an election notice to be posted at City Hall not later than the twenty-first day before Election Day, and by publishing the caption for this ordinance at least one time not more than thirty days nor less than ten days prior to the election date, in at least one daily newspaper published in the City of Sherman in accordance with the provisions of the Texas Election Code.

SECTION 9. That for early voting in person, early voting by mail, election day voting and provisional voting, the following voting equipment will be used: ES&S ExpressVote Universal voting machines (EVS 6.1.1.0); ES&S DS200 Digital Precinct Scanners (EVS 6.1.1.0) - at least one per polling site for Early Voting; at least one per polling site for Election Day; ES&S DS450 Digital Central Count Scanner/Tabulator (EVS 6.1.1.0) along with the required ancillary parts and services required for such voting tabulation system.

SECTION 10. That the Presiding Judge for Early Voting shall be Donna Coveney, the Alternate Judge shall be Jess Davis and additional Voting Clerks shall be appointed.

SECTION 11. That an Early Voting Ballot Board for verifying Early Voting ballots shall be appointed, by the Early Voting Judge, consisting of a Presiding Judge and additional Clerks.

SECTION 12. That the rate of pay set by Subchapter E, Sections 32.091 and 32.092 of Title 3 of the Election Code for Election Judges and Clerks shall be at an amount fixed by the appropriate authority, which is at least the federal minimum hourly wage. Two judges will deliver the election returns and will split the \$25.00 pay for that service. No judge may be paid for more than two hours of work before the polls open.

SECTION 13. That Julie Phillips, County Elections Administrator, is hereby appointed Counting Station Presiding Manager.

SECTION 14. That the election shall be conducted in accordance with the Texas Election Code and other applicable law, and all qualified voters of Sherman shall be eligible to vote at the election.

SECTION 15. The Mayor and City Clerk, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code and any other state or federal law in carrying out and conducting the election, whether or not expressly authorized herein.

SECTION 16. Should 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 and phrase thereof regardless of whether any one or more sections, subsections, sentences, clauses or phrases may be declared unconstitutional and/or invalid.

SECTION 17. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portion of conflicting ordinances shall remain in full force and effect.

SECTION 18. This order for an election becomes effective immediately upon its passage.

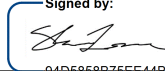
SECTION 19. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

INTRODUCED on this the 4th day of August 2025.

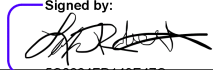
ADOPTED on this the 4th day of August 2025.

EFFECTIVE DATE on this the 4th day of August 2025.

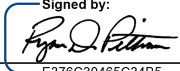
CITY OF SHERMAN, TEXAS

BY:  Signed by:
04D5858B75EE44B...
SHAWN TEAMANN, MAYOR

ATTEST:

BY:  Signed by:
5C0664FD149E47C...
LEAH ROBERTS
EXEC. DIR. OF ADMINISTRATION
ACTING CITY CLERK

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

BY:  Signed by:
F378C30465C34B5...
RYAN D. PITTMAN, CITY ATTORNEY



SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D.9.

Meeting Date: 10/20/2025

Prepared By: Loren Siems, Right of Way Specialist

Approved By: Zachary Flores, Acting City Manager

Caption:

Introduction and Public Hearing of Ordinance No. 6885

Abandoning a 20' Sanitary Sewer Easement located in the Preston Kitchens Survey, Abstract No. 667. The 20' Sanitary Sewer Easement was established in Volume 881, Page 376, Official Public Records, Grayson County, Texas.

Issue:

To consider the abandonment of a 20' Sanitary Sewer Easement located in the Preston Kitchens Survey, Abstract 667

Background:

Said easement which is filed of record as Volume 881, Page 376, Official Public Records, Grayson County, Texas, is not being utilized and is no longer deemed necessary.

Capital Improvement Program:

N/A

Origination:

TCL LN Bank Bk 3 302 LP

Financial Consideration:

None

Staff Recommendation:

City staff recommends abandoning the sanitary sewer easement.

Alternatives:

As may be directed by City Council

Attachments:

1. Ordinance No. 6885
2. 20250925 - Signed SSE Abandonment Request
3. Location map

ORDINANCE NO. 6885

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING A 20' SANITARY SEWER EASEMENT LOCATED IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH EASEMENT IS ESTABLISHED IN VOLUME 881, PAGE 376 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS; 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 of Sherman, Texas seeks to abandon a 20' Sanitary Sewer Easement, as described herein; and

WHEREAS, the Easement was established in Volume 881, Page 376 of the Deed Records of Grayson County, Texas; and

WHEREAS, the City Council has held a public hearing on the proposed abandonment; and

WHEREAS, the City Council has investigated and determined that the easement is no longer needed; and

WHEREAS, the City Council finds that it is in the best interest of the City and its citizens to abandon the City's rights and interest in the easement, and that such action will benefit the public generally.

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

SECTION 1. That the Utility Easement described on the Exhibit "A" attached hereto and made a part hereof for all purposes, is hereby abandoned.

SECTION 2. That it is the intent of the City Council that the City's rights and interests in such easement is hereby vacated.

SECTION 3. All presently existing water and wastewater lines and facilities, electric transmission and distribution lines and facilities, gas lines and facilities, communications lines and facilities and any other utility lines and facilities, if any, that are located in the easement being abandoned herein may remain in place despite this Ordinance and may continue to be used, repaired, enlarged and maintained in the ordinary course of business. Any person wanting removal of any existing utility line or facility must negotiate separately with the pertinent utility. Any person building in the subject easement without first reaching an agreement with a utility having lines or facilities in the subject easement does so at his own risk. After the date of this Ordinance, no utility may add new lines or facilities in the subject easement based on a claim that the subject easement is a public easement or right-of-way. The abandonment approved by this Ordinance does not relinquish any right arising other than from the plat or other instrument creating the public easement, nor does this Ordinance create new rights.

SECTION 4. That the City Clerk is hereby directed to file and record this Ordinance after its adoption in the Official Public Records of Grayson County, Texas.

SECTION 5. 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 6. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 7. Should 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 8. This Ordinance shall become effective immediately upon its passage and adoption.

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

INTRODUCED on this the 20th day of October 2025.

ADOPTED on this the 20th day of October 2025.

EFFECTIVE DATE on this the 20th day of October 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Exhibit A

BEING a tract of land situated in the Preston Kitchens Survey, Abstract Number 667, Grayson County, Texas, and being a portion of a called 165.365-acre tract of land described in a deed to TCL LAND BK3 (2022), LP, as recorded in Instrument Number 2022-18341, Official Public Records, Grayson County, Texas, and a portion of a 20' wide Sanitary Sewer Easement as recorded in Volume 881, Page 376, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found on the easterly right of way line of U. S. Highway 75, a variable width right of way, for a northwest corner of said 165.365-acre tract and the southwest corner of a called 1.50-acre tract of land described in a deed to Amy Shilling and Marvin Shilling, as recorded in Volume 5735, Page 88, Official Public Records, Grayson County, Texas;

THENCE North 75°08'16" East, departing the easterly right of way line of said U. S. Highway 75, along a northerly line of said 165.365-acre tract, the southerly line of said 1.50-acre tract, and the southerly line of a called 2.255-acre tract of land as described in a deed to Steven Wayne Culp, as recorded in Volume 5913, Page 151, Official Public Records, Grayson County, Texas, a distance of 543.57 feet to a corner on the westerly line of said 20' wide Sanitary Sewer Easement, and being the **POINT OF BEGINNING** of the herein described abandonment tract;

THENCE North 75°08'16" East, departing the westerly line of said 20' wide Sanitary Sewer Easement, continuing along a northerly line of said 165.365-acre tract and the southerly line of said 2.255-acre tract, a distance of 22.84 feet to a point for corner on the easterly line of said 20' wide Sanitary Sewer Easement;

THENCE South 03°06'39" West, departing a northerly line of said 165.365-acre tract and the southerly line of said 2.255-acre tract, crossing said 165.365-acre tract and along the easterly line of said 20' wide Sanitary Sewer Easement, a distance of 1.35 feet to a point for corner;

THENCE South 15°27'37" West, continuing across said 165.365-acre tract and along the easterly line of said 20' wide Sanitary Sewer Easement, a distance of 714.24 feet to a point for corner;

THENCE South 13°32'59" West, continuing across said 165.365-acre tract and along the easterly line of said 20' wide Sanitary Sewer Easement, a distance of 326.15 feet to a point for corner;

THENCE North 35°50'07" West, departing the easterly line of said 20' wide Sanitary Sewer Easement, continuing across said 165.365-acre tract, a distance of 26.35 feet to a point for corner on the westerly line of said 20' wide Sanitary Sewer Easement, same being on a westerly line of said 165.365-acre tract, same being the easterly line of a called 2.205-acre tract of land, described in a deed to Thomas N. Shipp as recorded in Volume 5095, Page 365, Official Public Records, Grayson County, Texas, from said point, a 1/2-inch iron rod, found for the northeast corner of said 2.205-acre tract, bears North 05°18'03" East, 120.08 feet;

THENCE North 13°32'59" East, departing the westerly line of said 165.365-acre tract, the easterly line of said 2.205-acre tract, crossing said 165.365-acre tract and along the westerly line of said 20' wide Sanitary Sewer Easement, a distance of 309.33 feet to a point for corner;

THENCE North 15°27'37" East, continuing across said 165.365-acre tract and along the easterly line of said 20' wide Sanitary Sewer Easement, a distance of 704.37 feet to the **POINT OF BEGINNING** and containing 0.4719 of an acre (20,556 square feet) of land, more or less.

EXHIBIT "A"
**20' SANITARY SEWER EASEMENT
ABANDONMENT**
PRESTON KITCHEN SURVEY,
ABSTRACT NO. 667
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

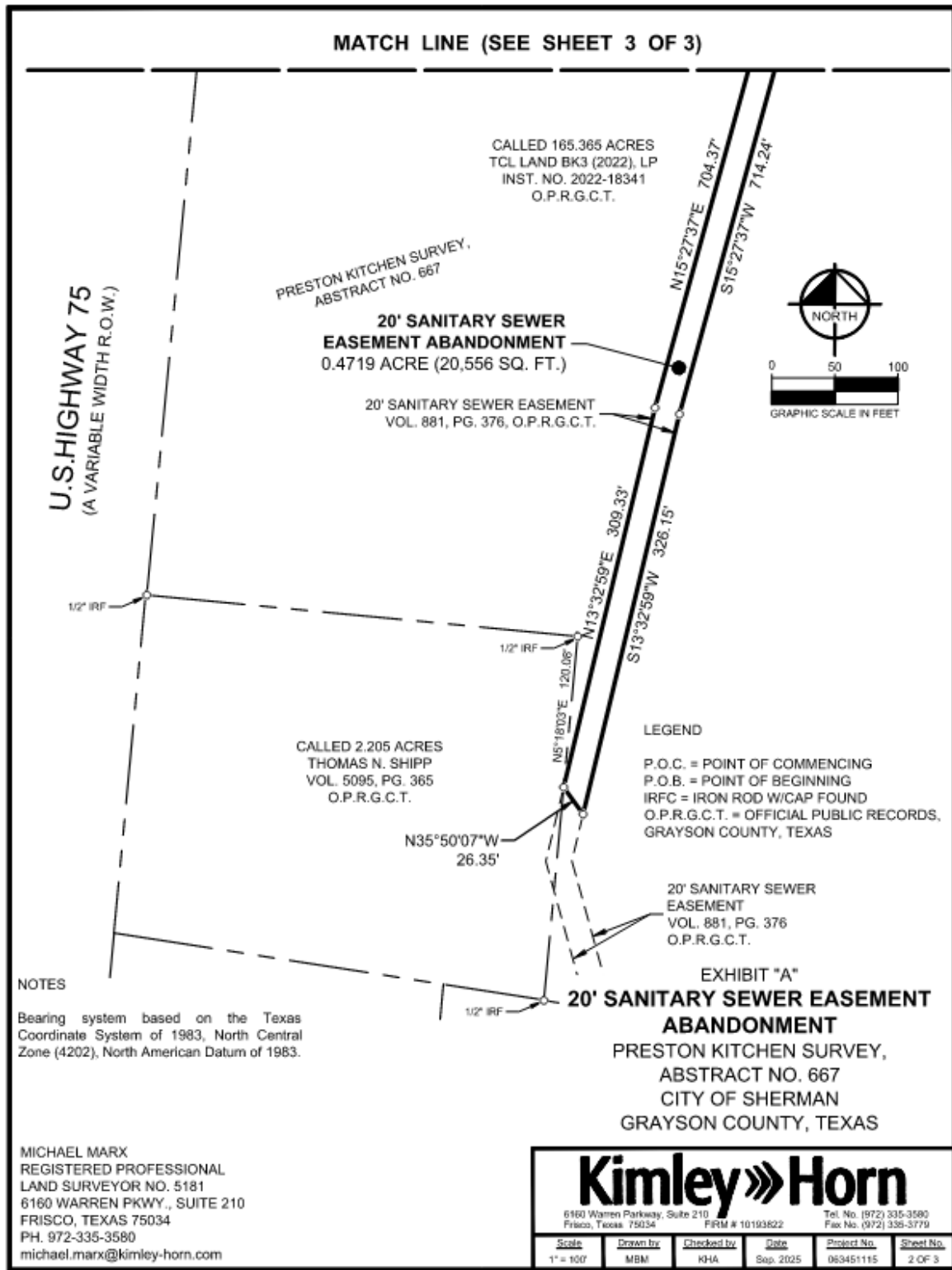
Michael Marx
MICHAEL MARX
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5181
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
michael.marx@kimley-horn.com



Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MBM	KHA	Sep. 2025	063451115	1 OF 3



Utility Easement Abandonment Request

Owner Demographic Information:

TCL LN BANK BK 3 202 LP

Request:

This request is to abandon a 0.4719 acre sanitary sewer easement that was established in Volume 881, Page 376, Official Public Records, Grayson County, Texas.

Reason for requesting abandonment:

This utility easement abandonment is due to the utility easement no longer being needed. The existing sanitary sewer line was demolished and rerouted through proposed easements and public right of way.

Legal description:

BEING a tract of land situated in the Preston Kitchens Survey, Abstract Number 667, Grayson County, Texas, and being a portion of a called 165.365-acre tract of land described in a deed to TCL LAND BK3 (2022), LP, as recorded in Instrument Number 2022-18341, Official Public Records, Grayson County, Texas, and a portion of a 20' wide Sanitary Sewer Easement as recorded in Volume 881, Page 376, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found on the easterly right of way line of U. S. Highway 75, a variable width right of way, for a northwest corner of said 165.365-acre tract and the southwest corner of a called 1.50-acre tract of land described in a deed to Amy Shilling and Marvin Shilling, as recorded in Volume 5735, Page 88, Official Public Records, Grayson County, Texas;

THENCE North 75°08'16" East, departing the easterly right of way line of said U. S. Highway 75, along a northerly line of said 165.365-acre tract, the southerly line of said 1.50-acre tract, and the southerly line of a called 2.255-acre tract of land as described in a deed to Steven Wayne Culp, as recorded in Volume 5913, Page 151, Official Public Records, Grayson County, Texas, a distance of 543.57 feet to a corner on the westerly line of said 20' wide Sanitary Sewer Easement, and being the POINT OF BEGINNING of the herein described abandonment tract;

THENCE North 75°08'16" East, departing the westerly line of said 20' wide Sanitary Sewer Easement, continuing along a northerly line of said 165.365-acre tract and the southerly line of said 2.255-acre tract, a distance of 22.84 feet to a point for corner on the easterly line of said 20' wide Sanitary Sewer Easement;

THENCE South 03°06'39" West, departing a northerly line of said 165.365-acre tract and the southerly line of said 2.255-acre tract, crossing said 165.365-acre tract and along the easterly line of said 20' wide Sanitary Sewer Easement, a distance of 1.35 feet to a point for corner;

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THENCE South 13°32'59" West, continuing across said 165.365-acre tract and along the easterly line of said 20' wide Sanitary Sewer Easement, a distance of 326.15 feet to a point for corner;

THENCE North 35°50'07" West, departing the easterly line of said 20' wide Sanitary Sewer Easement, continuing across said 165.365-acre tract, a distance of 26.35 feet to a point for corner on the westerly line of said 20' wide Sanitary Sewer Easement, same being on a westerly line of said 165.365-acre tract, same being the easterly line of a called 2.205-acre tract of land, described in a deed to Thomas N. Shipp as recorded in Volume 5095, Page 365, Official Public Records, Grayson County, Texas, from said point, a 1/2-inch iron rod, found for the northeast corner of said 2.205-acre tract, bears North 05°18'03" East, 120.08 feet;

THENCE North 13°32'59" East, departing the westerly line of said 165.365-acre tract, the easterly line of said 2.205-acre tract, crossing said 165.365-acre tract and along the westerly line of said 20' wide Sanitary Sewer Easement, a distance of 309.33 feet to a point for corner;

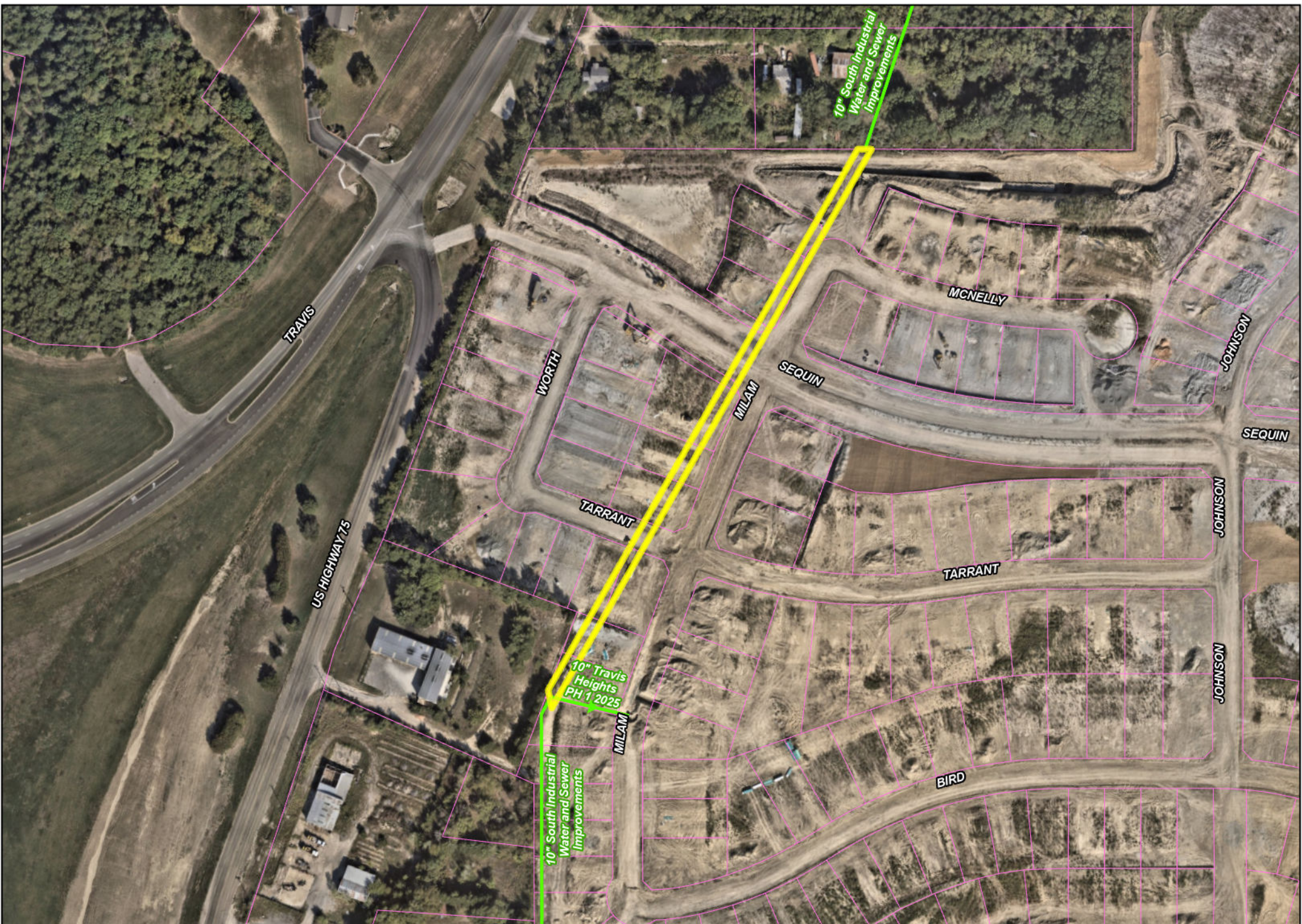
THENCE North 15°27'37" East, continuing across said 165.365-acre tract and along the easterly line of said 20' wide Sanitary Sewer Easement, a distance of 704.37 feet to the POINT OF BEGINNING and containing 0.4719 of an acre (20,556 square feet) of land, more or less.

Signature(s) of Record Owner requesting abandonment:

By: 

Print Name: John D Hutchinson

Title: CEO



Travis Heights Sewer Easement Abandonment

1" = 200'





SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E.1.

Meeting Date: 10/20/2025

Prepared By:

Approved By:

Caption:

Close Public Hearing

Consider Adoption of Ordinances 6877, 6878, 6879, 6880, 6881, 6882, 6883 & 6885.

Issue:

D. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6877

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.147 acres being part of Lot 1, Block 1, McBrides's Addition, City Of Sherman, Grayson County, Texas, Located at 408 South Rusk Street, Heretofore Zoned MF-30 (Multi Family Residential) District; Rezoning And Placing The Tract In The R-6 (Single-Family Residential) District Zoning Classification, Armando Chavez & Laura Cordova (Owner), Javier Gonzalez (Applicant) 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. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6878

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.4063 acres being a part of Chaffins 1st Addition, Block 11, Lot 1 through 8, City Of Sherman, Grayson County, Texas, Located at 801, 805, 809 East Lamar Street, Heretofore Zoned R-6 (Single-Family Residential) District and C-2 (General Commercial) District; Rezoning And Placing The Tract In The C-1 (Retail Business) District Zoning Classification, Alicia Barron (Owner) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6879

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow a Church or other place of worship in a C-2 (General Commercial) District, Located At 4800 Texoma Parkway, Consisting of 42.8134 acres being in the John Hendrix Survey, Abstract No. 503, the W.F. Patterson Survey, Abstract No. 969, the Daniel Shelp Survey, Abstract No. 1097 and the T.J. Shannon Survey, Abstract No. 1136, Lots 1 and 3, Block 1, Midway Mall, City Of Sherman, Grayson County, Texas Star Midway, LLC (Owner) and Byron Equizabal (Applicant) Prescribing Conditions To The Specific Use Permit; Providing 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. 6880

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 1.99 acres being Lots 2 & 3, Block 4 DR., J.H. Caraway's Addition, City Of Sherman, Grayson County, Texas, Located at 606 East Lamberth Road, Heretofore Zoned C-1 (Retail Business) District Rezoning And Placing The Tract In The C-2 (General Commercial) District Zoning Classification, Remington Sherman Automotive, LLC (Owner), Shane Donohue (Applicant) and Texas

Heritage Surveying, LLC (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6881

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow an Automobile Repair, Body Work, Painting in a C-2 (General Commercial) District, Located At 606 East Lamberth Road, Consisting of 1.99 acres being Lots 2 & 3, Block 4 DR., J.H. Caraway's Addition, City Of Sherman, Grayson County, Texas Remington Sherman Automotive, LLC (Owner), Shane Donohue (Applicant) and Texas Heritage Surveying, LLC (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing 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. 6882

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 12.67 acres being in the George B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas, Located at 2206 East Lamar Street, Heretofore Zoned C-1 (Retail Business) District; Rezoning And Placing The Tract In The C-2 (General Commercial) District Zoning Classification, Keith Chapman (Owner), Griffin Potts (Applicant) and Texas Heritage Surveying, LLC (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. 6883

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Warehousing in a C-2 (General Commercial) District, Located At 2206 East Lamar Street, Consisting of 12.67 acres being in the George B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas Keith Chapman (Owner), Griffin Potts (Applicant) and Texas Heritage Surveying, LLC (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 8. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6884

Amending Ordinance No. 6855 (Ordering a General Election to be Held on November 4, 2025 for the Purpose of Electing Two City Council Members (District 1 and District 3) to Fill expiring Terms); Providing for Updated Polling Location Information

D. 9. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6885

Abandoning a 20' Sanitary Sewer Easement located in the Preston Kitchens Survey, Abstract No. 667. The 20' Sanitary Sewer Easement was established in Volume 881, Page 376, Official Public Records, Grayson County, Texas.

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. F.1.

Meeting Date: 10/20/2025

Prepared By: Kim Hobbs, Quality Services Administrative Assistant

Approved By: Zachary Flores, Acting City Manager

Caption:

RESOLUTION NO. 7587

Authorizing Execution of an Agreement with Hidell and Associates Architects, for services in connection with the design and pricing of the future Fleet Services Building.

Issue:

Awarding an agreement for design and pricing for the future Fleet Services Building

Background:

The City Council and Facilities Committee have recognized the need to construct a new Fleet Services Building due to outgrowing the current facility where several safety related issues have also been identified. This agreement is constructed in a way that requires council approval at two separate "decision points" prior to moving on the next phase. The first phase includes the conceptual design phase which will allow Hidell and Associates Architects to develop and refine the concept plan. Once this phase is complete a presentation will be presented to council for approval. If approved, the second phase includes schematic design as well as the selection of a CMAR for project review and detailed pricing. The results will then be presented again to council for approval before moving onto the last phase which includes the actual construction of the facility.

Capital Improvement Program:

Project Code 26-010

Origination:

Building Maintenance

Financial Consideration:

The funding needed for this agreement is \$594,800. Funding for this purchase is being committed out of the Capital Improvement Program Fund.

Staff Recommendation:

It is recommended that the agreement with Hidell Associates Architects for services in connection with the design and pricing of the future Fleet Services Building be approved.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7587
2. Fleet Services Facility Agreement (B133)
3. Proposal
4. Proposed scope of work

RESOLUTION NO. 7587

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING PROFESSIONAL SERVICES FROM HIDELL ASSOCIATES ARCHITECTS FOR SERVICES IN CONNECTION WITH DESIGN AND PRICING OF THE FUTURE FLEET SERVICES BUILDING; 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 services for the design and pricing of the future Fleet Services Building from Hidell Associates Architects at a total price of Five Hundred Ninety Four Thousand Eight Hundred Dollars (\$594,800.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's Capital Improvement Program Fund.

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 20th day of October 2025.

CITY OF SHERMAN, TEXAS

BY: _____

SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

B133-2019 v2 (03-31-2021)

AGREEMENT made as of the ____ day of _____ in the year Two Thousand Twenty-Five (2025).

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

City of Sherman
100 S. Rusk Street
Sherman, Texas 75090

and the Architect:
(Name, legal status, address, and other information)

Hidell and Associates Architects
3033 Kellway Dr., Suite 120
Carrollton, Texas 75006
Phone: 972-416-4666

for the following Project:
(Name, location, and detailed description)

ARBH File No. 6262.0035: City of Sherman/AIA for Fleet Services Facility

Fleet Services Facility
503 E. King Street
Sherman, Texas 75090

The project will consist of a new facility for the City of Sherman Fleet Services department and Public Works Administration Offices. The anticipated structure will include repair bays, service offices, fleet services support spaces, and public works administration offices. The site will include vehicle parking, vehicle wash bay, fuel station and vehicle drop off and pick-up areas.

The Construction Manager (if known):
(Name, legal status, address, and other information)

To be determined.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(2017867089)

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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Shall be developed as part of the basic scope of services.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Construction of a new fleet services facility at 503 E. King Street, Sherman, Texas 75090.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The Owner's overall budget for the Cost of the Work is Nine Million Dollars (\$9,000,000.00), excluding the Architect's fee.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

The date of commencement of construction shall be established with a Notice to Proceed by the Owner.

.3 Substantial Completion date or dates:

TBD, but anticipated to occur in early 2027

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

(Indicate agreement type.)

☒ AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

☐ AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

N/A

§ 1.1.7 The Owner’s anticipated Sustainable Objective for the Project:

(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

N/A

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address, and other contact information.)

Wes Trisler, Executive Director of Operations
City of Sherman
100 S. Rusk Street
Sherman, Texas 75090

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:

(List name, address, and other contact information.)

N/A

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:
To be selected by Owner.

.2 Land Surveyor:
To be determined.

.3 Geotechnical Engineer:
To be determined.

(Paragraphs deleted)

.4 Intentionally Deleted:

.5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

Boundary and Topographic Survey
Construction Period Materials Testing
HVAC Test and Balance

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Aaron Babcock, Principal
Hidell and Associates Architects
3033 Kellway Dr. Suite 120
Carrollton, Texas 75006
Phone: 972-416-4666

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:
To be determined.

(Paragraph deleted)

.2 MEP Engineer:
To be determined.

.3 Landscape Architect:
To be determined.

Init.

.4 Civil Engineer:

To be determined.

§ 1.1.12.2 Consultants retained under Supplemental Services:

If required and with the Owner's prior written approval, other consultants deemed necessary and not included in the Basic Services will be proposed and provided by the Architect and submitted as a Reimbursable Expense.

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation by written amendment hereto. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project, which representative shall be acceptable to Owner.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ \$1,000,000.00) for each occurrence and Two Million Dollars (\$ \$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars (\$ \$1,000,000.00) each accident, Two Million Dollars (\$ 2,000,000.00) each employee, and Two Million Dollars (\$ 2,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate. If the Professional Liability is made on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverage required to be maintained after final payment.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services and other specialty consultants required to address the needs of the Project. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's written approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review of each phase (Schematic Design, Design Development, and Construction Documents), for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause which shall promptly be defined in detail and submitted in writing to Owner, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall include:

- (1) A conceptual Site Plan, scaled accurately, to depict all features of the site, including but not necessarily limited to drives, parking, streets, alleys, easements, finish floor elevation and site contours, location of existing utilities as provided by Owner under Section 5.5 and the building locations indicating proposed sidewalks and other site appurtenances. The site plan shall bear a schedule indicating the acreage of the site,

- the area of the site proposed for concrete or asphalt paving, the total area of the building, and area of proposed covered walks and overhangs.
- (2) Floor Plan or plans, drawn to scale, indicating the dimensions and net areas of each individual space, labeled as to use, and indicating door swings, window or glassed areas, wall thickness, conceptual casework/millwork and other design features, which require Owner approval. Spaces too small at the plan scale to be adequately examined shall be enlarged and illustrated as necessary. Floor plan sheet shall bear a schedule indicating the gross area of the building and the square footage allocated to instruction, administration, support, circulation, and ancillary preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
 - (3) Exterior Elevations, drawn to scale, proposing the design concept and indicating proposed materials and design features.
 - (4) A preliminary code search, indicating the anticipated code requirements governing building, fire, life safety, accessibility, and health, and a statement as to the Architect's and Architect's Consultants' approach to accommodate these requirements shall be included. At the Owner's direction, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. The Architect shall obtain approval of Schematic Design Documents from Owner before proceeding to Design Development Phase.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 The extent of presentation shall be such that all aspects of the design and features, locations of equipment, switching, lighting, door numbers/types, room numbers/finishes, ceiling types/finishes and any other issue which may be incorporated into the Construction Documents shall have been presented to and approved by the Owner.

A complete code review, addressing building, fire, safety, ADA/TAS, health, and any or all other code/ordinance requirements shall be included, indicating the Architect's and Architect's Consultants' interpretations as to the code requirements and the features incorporated into the design that satisfy the requirements.

Site plans shall depict the final locations of all site appurtenances, utility connections and routing, drives, walks, yard irrigation, and other features to illustrate to the Owner that essentially all decisions have been made and that decisions of significance will not be required during Construction Document Phase.

Specifications shall be in outline form, and shall describe the materials and methods intended for use within the project, as well as potential alternates, allowances, and other significant information to be included in the Architectural and Engineering technical specifications sections of a project manual.

(Paragraph deleted)

§ 3.4.3 The Architect shall review the Construction Manager's detailed estimate of the final Cost of the Work.

§ 3.4.4 The Architect shall submit the Design Development Documents to the Owner and request the Owner's approval.

§ 3.4.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents. Owner shall approve Design Development Documents prior to Architect proceeding with Construction Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents which shall comply with all laws, statutes, ordinances, codes, rules and regulations, including, but not limited to, fire building, health, ADA/TAS, and indoor air quality.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site not less than once per week while Work is in progress, and as often as necessary and appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine for the Owner's benefit and protection, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner in writing (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§3.6.2.1.1 The Architect shall provide services made necessary by major defects or deficiencies in the Work of the Construction Manager(s) or its agents, employees or subcontractors which through reasonable care the Architect should have discovered and promptly reported to the Owner but failed to do so. In addition, the Architect shall follow the usual and customary standards of the profession in performing all services under this Agreement. Any defective design drawings or Specifications furnished by the Architect shall be promptly corrected by the Architect at no cost to the Owner. The Owner's approval, acceptance, use of or payment for all or any part of the Architect's services hereunder or the Project itself shall in no way diminish or limit the Architect's obligations and liability or the Owner's rights.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations, the Architect shall endeavor to secure faithful performance by the Construction Manager, and shall not be liable for results of interpretations or decisions rendered without negligence and in good faith. The Owner shall have final authority on matters relating to aesthetic effect, provided such authority is exercised in a way which is consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1

(Paragraphs deleted)

Paragraph Intentionally Deleted.

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 Paragraph Intentionally Deleted.

§ 4.1.2.2 Paragraph Intentionally Deleted.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall, by mutual agreement of Owner and Architect, entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations, after the date of Owner's acceptance of the Construction Drawings, of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .8 Intentionally deleted;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Intentionally deleted;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Intentionally deleted;
- .14 Intentionally deleted; and
- .15 Intentionally deleted.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;

- .4 Evaluating an extensive number of Claims submitted by the Owner's consultants, the Contractor or others in connection with the Work except where such extensive number of claims could have been rectified by more descriptive original Contract Documents or addenda thereto; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide

(Paragraphs deleted)

during Construction Phase Services all services necessary to complete and completely discharge its responsibilities under this Agreement.

§ 4.2.4 Paragraph intentionally deleted.

§ 4.2.5 Paragraph intentionally deleted.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, but the Owner's failure or omission to do so shall not relieve the Architect of his responsibilities hereunder and the Owner shall have no duty of observations, inspection or investigation.

§ 5.13 The Owner shall include the Architect in communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and approved in writing by the Owner, and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work shall not include the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the

Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time, with no adjustment in the Architect's compensation;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.4, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction as amended by the Owner. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be conducted in accordance with the provisions of Section 154.023, Texas Civil Practices and Remedies Code. The request may be made concurrently with the filing of a suit for legal or equitable relief.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration – Intentionally Deleted

(Paragraphs deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner wrongfully fails to make payments to the Architect in accordance with this Agreement, and such failure continues for a period of 30 days after written demand from Architect to Owner, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services, upon submitting and receiving an approved proposal to resume services to the Owner. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted at the mutual consent of the parties to the Agreement.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect may be compensated for expenses incurred in the interruption and resumption of the Architect's services upon submitting and receiving an approved proposal to the Owner. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- .1 Termination Fee (Additional expenses that are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated):

Zero.

- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

The Owner's payment to Architect in accordance with Section 9.6 shall constitute payment for a licensing fee for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, as amended by the Owner. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall not specify or approve for use in the Project any new materials containing asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If the Architect discovers that such substances as described herein have been used or do exist in the Project, the Architect shall promptly notify the Owner in writing. When asbestos containing materials, polychlorinated biphenyl (PCB) or other toxic or hazardous substances are suspected or found in the course of the Project, the Owner shall immediately provide the services of an appropriately qualified expert or consultant to determine the proper course of action. Unless otherwise provided in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations, but only at such times and dates as stipulated by the Owner's Designated Representative. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional

materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 In accordance with Texas Government Code, Chapter 2271, the undersigned avers that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1** Stipulated Sum
(Insert amount)

Compensation shall be a Stipulated Sum of Five Hundred Three Thousand Three Hundred and No/100 Dollars (\$503,300.00).

- .2** Percentage Basis
(Insert percentage value)

N/A () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3** Other
(Describe the method of compensation)

N/A

§ 11.2 Prior to the commencement of any Sustainability Services required pursuant to Section 4.1.3, Architect shall submit to the Owner a written proposal containing the scope and estimated costs related thereto for approval by the Owner.

§ 11.3 Prior to the commencement of any Additional Services that may arise during the course of the Project, including those under Section 4.2, Architect shall submit to the Owner a written proposal containing the scope and estimated costs related thereto for approval by the Owner.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect with no mark-up.

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

SUPPLEMENTAL SERVICES LUMP SUM TOTAL: \$88,500.00

(broken down by category as follows)

Civil Engineering Services: \$88,500.00 (comprised of the following):

- Site Plan \$9,000.00
- Preliminary Engineering \$5,000.00
- Construction Documents \$64,500.00
- Landscape Design Services \$10,000.00

Other Services (if required – not included in fee): \$6,000.00 (comprised of the following):

- As-Built Documents \$4,500.00
- Storm Water Pollution Prevention Plan \$1,500.00

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten	percent (	10	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding	Five	percent (	5	%)
Construction Administration	Twenty-Five	Percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
o Principal.....	\$250.00/hr
o Project Architect.....	\$190.00/hr
o Architect.....	\$130.00/hr
o CADD.....	\$90.00/hr
o Administration.....	\$70.00/hr

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation in connection with the Project, when such transportation is not a function of routine performance of duties of the Architect or Architect's Consultants in connection with the Project, and when such transportation extends beyond 50 miles from the project site; authorized out-of-town travel and substance, which shall be prior approved by the Owner's Designated Representative, and which reimbursements shall be governed by the same travel policies provided for Owner's employees according to current adopted Owner's policy. Prior to the event, the Architect shall request, and the Owner's designated Representative shall provide the provisions and restrictions applicable to out-of-town travel reimbursements. Electronic communication reimbursable expense shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project;
- .2 Intentionally deleted;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Reproductions, specifically limited to progress prints prepared for presentation to Owner at each phase of progress, and final construction documents prepared for distribution at bidding phase, provided that the Architect has duly obtained at least three quotations from commercial printing firms and has chosen the best value for the Owner. Plots shall be limited to plotting of final documents, provided that the Architect has duly obtained at least three quotations from commercial firms offering plotting services, and has chosen the best value for the Owner. Standard form documents are reimbursable if bulk-purchase discounts and other privileges afforded the Architect are extended to the Owner. If licensed electronic document forms are provided in lieu of hard-copy standard forms and are furnished by the Architect, the Architect may charge as reimbursable up to fifty percent (50%) of the purchase price of the corresponding hard-copy documents, subject to restrictions and limitations of copyright provisions governing both documents. Postage and delivery of Instruments of Service are reimbursable provided the Architect duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for the Owner, which may require comparison of delivery costs offered by three or more sources or methods of delivery, which at minimum shall include US Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of the Architect. Handling is not reimbursable;
- .5 Intentionally deleted;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in writing in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested in writing by the Owner or required for the Project;
- .8 Intentionally deleted;
- .9 Intentionally deleted;
- .10 Site office expenses;
- .11 Intentionally deleted; and
- .12 Other similar Project-related expenditures, which are duly presented in advance and approved by the Owner's Designated Representative in writing. Telephone service charges, including office or cellular phones, WATTS or Metro line services or similar charges are not reimbursable. Toll road subscriptions or toll plaza receipts are not reimbursable. Meals or any other related expenses are not reimbursable unless incurred outside a 50-mile radius of the Project, and then only reimbursable subject to compliance with Owner Policy. Faxed transmissions not requiring long distance toll charges are not reimbursable.

The Architect shall be solely responsible for the auditing of all Reimbursable Expenses, including the Architect's prior to submitting to Owner for reimbursement, and shall be responsible for the accuracy thereof. Any overpayment by the Owner for errors in submittals for reimbursement may be deducted from the Architect's subsequent payment for services.

Reimbursable Expenses shall not exceed Four Thousand Two Hundred and No/100 Dollars (\$4,200.00); unless the Scope of Work is modified.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants without any additional mark-up.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

The rate of interest computed in accordance with the provisions of the Texas Government Code, Section 2251.025.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect. Owner may withhold amounts from Architect's compensation to offset sums requested by or paid to contractors for the cost of changes in the Work caused by Architect's errors, omission or negligence.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 505 E. Huntland Drive, Suite 350, Austin, Texas 78752, Phone: 512-305-9000, has jurisdiction over individuals licensed under the Architects Registration Law, Article 249A, VTCS.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 This AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 Building Information Modeling Exhibit, if completed:

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[**N/A**] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

[**X**] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Contract Proposal for Renovation / Addition of Fire Station No. 3. To the extent that any terms contained in Exhibit A conflict with the terms of this B133 or the A201 described below, this B133 or the A201 described below, as applicable, will control.

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

A201-2017 v. 5 (08-13-2024) General Conditions of the Contract for Construction, as modified by Owner, attached hereto and incorporated herein for all purposes.

This Agreement entered into as of the day and year first written above.

CITY OF SHERMAN

HIDELL AND ASSOCIATES ARCHITECTS

By:

OWNER (Signature)

(Printed name and title)

By:

ARCHITECT (Signature)

William Hidell, President

(Printed name, title, and license number, if required)

Additions and Deletions Report for

AIA® Document B133® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:40:50 on 10/13/2025.

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B133-2019 v2 (03-31-2021)

AGREEMENT made as of the _____ day of _____ in the year Two Thousand Twenty-Five (2025).

...

City of Sherman
100 S. Rusk Street
Sherman, Texas 75090

...

Hidell and Associates Architects
3033 Kellway Dr., Suite 120
Carrollton, Texas 75006
Phone: 972-416-4666

...

ARBH File No. 6262.0035: City of Sherman/AIA for Fleet Services Facility

Fleet Services Facility
503 E. King Street
Sherman, Texas 75090

The project will consist of a new facility for the City of Sherman Fleet Services department and Public Works Administration Offices. The anticipated structure will include repair bays, service offices, fleet services support spaces, and public works administration offices. The site will include vehicle parking, vehicle wash bay, fuel station and vehicle drop off and pick-up areas.

...

To be determined.

PAGE 2

Shall be developed as part of the basic scope of services.

...

Construction of a new fleet services facility at 503 E. King Street, Sherman, Texas 75090.

...

The Owner's overall budget for the Cost of the Work is Nine Million Dollars (\$9,000,000.00), excluding the Architect's fee.

PAGE 3

The date of commencement of construction shall be established with a Notice to Proceed by the Owner.

...

TBD, but anticipated to occur in early 2027

...

[☒] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

N/A

...

N/A

...

Wes Trisler, Executive Director of Operations
City of Sherman
100 S. Rusk Street
Sherman, Texas 75090

...

N/A

PAGE 4

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

To be selected by Owner.

...

To be determined.

...

To be determined.

...

.4 — Civil Engineer:

.4 Intentionally Deleted:

...

Boundary and Topographic Survey
Construction Period Materials Testing
HVAC Test and Balance

...

Aaron Babcock, Principal
Hidell and Associates Architects
3033 Kellway Dr. Suite 120
Carrollton, Texas 75006
Phone: 972-416-4666

...

To be determined.

...

.2 Mechanical .2 MEP Engineer:

To be determined.

...

.3 Landscape Architect:

To be determined.

.3 Electrical Engineer:

.4 Civil Engineer:

To be determined.

PAGE 5

If required and with the Owner's prior written approval, other consultants deemed necessary and not included in the Basic Services will be proposed and provided by the Architect and submitted as a Reimbursable Expense.

...

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's ~~compensation~~ compensation by written amendment hereto. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

...

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the ~~model~~ model, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. Project, which representative shall be acceptable to Owner.

...

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. ~~If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, Two Million Dollars (\$ 2,000,000.00) each employee, and Two Million Dollars (\$ 2,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate. If the Professional Liability is made on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverage required to be maintained after final payment.

...

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering ~~services~~. services and other specialty consultants required to address the needs of the Project. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely ~~on, and shall not be responsible for, the accuracy, completeness, and timeliness of,~~ on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's written approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's ~~review~~, review of each phase (Schematic Design, Design Development, and Construction Documents), for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable ~~cause~~, cause which shall promptly be defined in detail and submitted in writing to Owner, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. ~~The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals.~~ In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

...

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. include:

- (1) A conceptual Site Plan, scaled accurately, to depict all features of the site, including but not necessarily limited to drives, parking, streets, alleys, easements, finish floor elevation and site contours, location of existing utilities as provided by Owner under Section 5.5 and the building locations indicating proposed sidewalks and other site appurtenances. The site plan shall bear a schedule indicating the acreage of the site, the area of the site proposed for concrete or asphalt paving, the total area of the building, and area of proposed covered walks and overhangs.
- (2) Floor Plan or plans, drawn to scale, indicating the dimensions and net areas of each individual space, labeled as to use, and indicating door swings, window or glassed areas, wall thickness, conceptual casework/millwork and other design features, which require Owner approval. Spaces too small at the plan scale to be adequately examined shall be enlarged and illustrated as necessary. Floor plan sheet shall bear a schedule indicating the gross area of the building and the square footage allocated to instruction, administration, support, circulation, and ancillary preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- (3) Exterior Elevations, drawn to scale, proposing the design concept and indicating proposed materials and design features.
- (4) A preliminary code search, indicating the anticipated code requirements governing building, fire, life safety, accessibility, and health, and a statement as to the Architect's and Architect's Consultants' approach to accommodate these requirements shall be included. At the Owner's direction, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. The Architect shall obtain approval of Schematic Design Documents from Owner before proceeding to Design Development Phase.

PAGE 8

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents. The extent of presentation shall be such that all aspects of the design and features, locations of equipment, switching, lighting, door numbers/types, room numbers/finishes, ceiling types/finishes and any other issue which may be incorporated into the Construction Documents shall have been presented to and approved by the Owner.

A complete code review, addressing building, fire, safety, ADA/TAS, health, and any or all other code/ordinance requirements shall be included, indicating the Architect's and Architect's Consultants' interpretations as to the code requirements and the features incorporated into the design that satisfy the requirements.

Site plans shall depict the final locations of all site appurtenances, utility connections and routing, drives, walks, yard irrigation, and other features to illustrate to the Owner that essentially all decisions have been made and that decisions of significance will not be required during Construction Document Phase.

Specifications shall be in outline form, and shall describe the materials and methods intended for use within the project, as well as potential alternates, allowances, and other significant information to be included in the Architectural and Engineering technical specifications sections of a project manual.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4.3 The Architect shall review the Construction Manager's detailed estimate of the final Cost of the Work.

§ 3.4.4 The Architect shall submit the Design Development Documents to the Owner and request the Owner's approval.

§ 3.4.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents. Owner shall approve Design Development Documents prior to Architect proceeding with Construction Documents.

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§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. Documents which shall comply with all laws, statutes, ordinances, codes, rules and regulations, including, but not limited to, fire building, health, ADA/TAS, and indoor air quality.

PAGE 10

§ 3.6.2.1 The Architect shall visit the site at intervals not less than once per week while Work is in progress, and as often as necessary and appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, determine for the Owner's benefit and protection, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably-informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner in writing (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§3.6.2.1.1 The Architect shall provide services made necessary by major defects or deficiencies in the Work of the Construction Manager(s) or its agents, employees or subcontractors which through reasonable care the Architect should have discovered and promptly reported to the Owner but failed to do so. In addition, the Architect shall follow the usual and customary standards of the profession in performing all services under this Agreement. Any defective design drawings or Specifications furnished by the Architect shall be promptly corrected by the Architect at no cost to the Owner. The Owner's approval, acceptance, use of or payment for all or any part of the Architect's services hereunder or the Project itself shall in no way diminish or limit the Architect's obligations and liability or the Owner's rights.

...

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, interpretations, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, the Construction Manager, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if without negligence and in good faith. The Owner shall have final authority on matters relating to

aesthetic effect, provided such authority is exercised in a way which is consistent with the intent expressed in the Contract Documents.

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§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	
§ 4.1.1.2 Programming	
§ 4.1.1.3 Multiple Preliminary Designs	
§ 4.1.1.4 Measured drawings	
§ 4.1.1.5 Existing facilities surveys	
§ 4.1.1.6 Site evaluation and planning	
§ 4.1.1.7 Building Information Model management responsibilities	
§ 4.1.1.8 Development of Building Information Models for post construction use	
§ 4.1.1.9 Civil engineering	
§ 4.1.1.10 Landscape design	
§ 4.1.1.11 Architectural interior design	
§ 4.1.1.12 Value analysis	
§ 4.1.1.13 Cost estimating	
§ 4.1.1.14 On-site project representation	
§ 4.1.1.15 Conformed documents for construction	
§ 4.1.1.16 As-designed record drawings	
§ 4.1.1.17 As-constructed record drawings	
§ 4.1.1.18 Post-occupancy evaluation	
§ 4.1.1.19 Facility support services	
§ 4.1.1.20 Tenant-related services	
§ 4.1.1.21 Architect's coordination of the Owner's consultants	
§ 4.1.1.22 Telecommunications/data design	
§ 4.1.1.23 Security evaluation and planning	
§ 4.1.1.24 Commissioning	
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.26 Historic preservation	
§ 4.1.1.27 Furniture, furnishings, and equipment design	
§ 4.1.1.28 Other services provided by specialty Consultants	
§ 4.1.1.29 Other Supplemental Services	

Paragraph Intentionally Deleted.

...

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below:

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)Paragraph Intentionally Deleted.

...

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below:

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)Paragraph Intentionally Deleted.

PAGE 13

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 ~~shall~~, by mutual agreement of Owner and Architect, entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

...

- .1 Services necessitated by a change in the Initial Information, previous instructions or ~~recommendations given by the Construction Manager or the Owner~~, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;

...

- .4 Changing or editing previously prepared Instruments of Service necessitated by official ~~interpretations~~ interpretations, after the date of Owner's acceptance of the Construction Drawings, of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner ~~or Construction Manager~~ not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

...

- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the ~~Owner or Construction Manager~~ Owner;
- .8 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~ Intentionally deleted;

...

- .11 ~~Assistance to the Initial Decision Maker, if other than the Architect;~~ Intentionally deleted;

...

- .13 ~~Services necessitated by the Owner's delay in engaging the Construction Manager;~~ Intentionally deleted;

- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and Intentionally deleted; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate. Intentionally deleted.

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- .4 Evaluating an extensive number of Claims as ~~the Initial Decision Maker~~; submitted by the Owner's consultants, the Contractor or others in connection with the Work except where such extensive number of claims could have been rectified by more descriptive original Contract Documents or addenda thereto; or

...

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ~~()~~ reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 ~~()~~ visits to the site by the Architect during construction
- .3 ~~()~~ inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~()~~ inspections for any portion of the Work to determine final completion during Construction Phase Services all services necessary to complete and completely discharge its responsibilities under this Agreement.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services. Paragraph intentionally deleted.

§ 4.2.5 If the services covered by this Agreement have not been completed within ~~()~~ months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services. Paragraph intentionally deleted.

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§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Service, but the Owner's failure or omission to do so shall not relieve the Architect of his responsibilities hereunder and the Owner shall have no duty of observations, inspection or investigation.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

...

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and approved in writing by the Owner, and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes shall not include the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

...

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, ~~or due to market conditions the Architect could not reasonably anticipate.~~ estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

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- ~~.2~~ authorize rebidding or renegotiating of the Project within a reasonable time, with no adjustment in the Architect's compensation;
- ~~.3~~ terminate in accordance with Section 9.5;
- ~~.3~~ .4 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- ~~.4~~ .5 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, ~~6.5.4~~, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

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§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for ~~Construction.~~ Construction as amended by the Owner. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. ~~The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.~~

...

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to ~~binding dispute resolution.~~ If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. ~~litigation.~~

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be ~~administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement.~~ A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. conducted in accordance with the provisions of Section 154.023, Texas Civil Practices and Remedies Code. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration

proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings suit for legal or equitable relief.

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[☒] Litigation in a court of competent jurisdiction

...

§ 8.3 Arbitration – Intentionally Deleted

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 Consolidation or Joinder

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

...

§ 9.1 If the Owner wrongfully fails to make payments to the Architect in accordance with this Agreement, and such failure continues for a period of 30 days after written demand from Architect to Owner, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's ~~services-~~services, upon submitting and

receiving an approved proposal to resume services to the Owner. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect ~~shall~~ may be compensated for expenses incurred in the interruption and resumption of the Architect's ~~services~~ services upon submitting and receiving an approved proposal to the Owner. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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- .1 ~~Termination Fee:~~ Fee (Additional expenses that are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated):

Zero.

...

The Owner's payment to Architect in accordance with Section 9.6 shall constitute payment for a licensing fee for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project.

...

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, ~~excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~ located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, ~~except as modified in this Agreement.~~ as amended by the Owner. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

...

§ 10.6 ~~Unless otherwise required~~ The Architect shall not specify or approve for use in the Project any new materials containing asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If the Architect discovers that such substances as described herein have been used or do exist in the Project, the Architect shall promptly notify the Owner in writing. When asbestos containing materials, polychlorinated biphenyl (PCB) or other toxic or hazardous substances are suspected or found in the course of the Project, the Owner shall immediately provide the services of an appropriately qualified expert or consultant to determine the proper course of action. Unless otherwise provided in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such ~~representations.~~ representations, but only at such times and dates as stipulated by the Owner's Designated Representative. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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§ 10.10 In accordance with Texas Government Code, Chapter 2271, the undersigned avers that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

...

Compensation shall be a Stipulated Sum of Five Hundred Three Thousand Three Hundred and No/100 Dollars (\$503,300.00).

...

N/A () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

...

N/A

§ 11.2 ~~For the Architect's Supplemental Services designated in Section 4.1.1 and for Prior to the commencement of any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)~~ Architect shall submit to the Owner a written proposal containing the scope and estimated costs related thereto for approval by the Owner.

...

§ 11.3 ~~For Prior to the commencement of any Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)~~ Architect shall submit to the Owner a written proposal containing the scope and estimated costs related thereto for approval by the Owner.

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus — percent (—%), or as follows: with no mark-up.
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

SUPPLEMENTAL SERVICES LUMP SUM TOTAL: \$88,500.00
(broken down by category as follows)

Civil Engineering Services: \$88,500.00 (comprised of the following):

• Site Plan	\$9,000.00
• Preliminary Engineering	\$5,000.00
• Construction Documents	\$64,500.00
• Landscape Design Services	\$10,000.00

Other Services (if required – not included in fee): \$6,000.00 (comprised of the following):

• As-Built Documents	\$4,500.00
• Storm Water Pollution Prevention Plan	\$1,500.00

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Schematic Design Phase	<u>Ten</u>	percent (	<u>10</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	%)
Construction Phase Bidding	<u>Five</u>	percent (	<u>5</u>	%)
Construction Administration	<u>Twenty-Five</u>	Percent (	<u>25</u>	%)

...

o Principal.....	\$250.00/hr
o Project Architect.....	\$190.00/hr
o Architect.....	\$130.00/hr
o CADD.....	\$90.00/hr
o Administration.....	\$70.00/hr

PAGE 22

- .1 ~~Transportation and authorized out-of-town travel and subsistence; in connection with the Project, when such transportation is not a function of routine performance of duties of the Architect or Architect's Consultants in connection with the Project, and when such transportation extends beyond 50 miles from the project site; authorized out-of-town travel and substance, which shall be prior approved by the Owner's Designated Representative, and which reimbursements shall be governed by the same travel policies provided for Owner's employees according to current adopted Owner's policy. Prior to the event, the Architect shall request, and the Owner's designated Representative shall provide the provisions and restrictions applicable to out-of-town travel reimbursements. Electronic communication reimbursable expense shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project;~~
- .2 ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets; Intentionally deleted;~~
- ...
- .4 ~~Printing, reproductions, plots, and standard form documents; Reproductions, specifically limited to progress prints prepared for presentation to Owner at each phase of progress, and final construction documents prepared for distribution at bidding phase, provided that the Architect has duly obtained at least three quotations from commercial printing firms and has chosen the best value for the Owner. Plots shall be limited to plotting of final documents, provided that the Architect has duly obtained at least three quotations from commercial firms offering plotting services, and has chosen the best value for the Owner. Standard form documents are reimbursable if bulk-purchase discounts and other privileges afforded the Architect are extended to the Owner. If licensed electronic document forms are provided in lieu of hard-copy standard forms and are furnished by the Architect, the Architect may charge as reimbursable up to fifty percent (50%) of the purchase price of the corresponding hard-copy documents, subject to restrictions and limitations of copyright provisions governing both documents. Postage and delivery of Instruments of Service are reimbursable provided the Architect duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for the Owner, which may require comparison of delivery costs offered by three or more sources or methods of delivery, which at minimum shall include US Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of the Architect. Handling is not reimbursable;~~
- .5 ~~Postage, handling, and delivery; Intentionally deleted;~~
- .6 ~~Expense of overtime work requiring higher than regular rates, if authorized in writing in advance by the Owner;~~
- .7 ~~Renderings, physical models, mock-ups, professional photography, and presentation materials requested in writing by the Owner or required for the Project;~~
- .8 ~~If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants; Intentionally deleted;~~
- .9 ~~All taxes levied on professional services and on reimbursable expenses; Intentionally deleted;~~
- ...
- .11 ~~Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and Intentionally deleted; and~~
- .12 ~~Other similar Project-related expenditures, which are duly presented in advance and approved by the Owner's Designated Representative in writing. Telephone service charges, including office or cellular~~

phones, WATTS or Metro line services or similar charges are not reimbursable. Toll road subscriptions or toll plaza receipts are not reimbursable. Meals or any other related expenses are not reimbursable unless incurred outside a 50-mile radius of the Project, and then only reimbursable subject to compliance with Owner Policy. Faxed transmissions not requiring long distance toll charges are not reimbursable.

The Architect shall be solely responsible for the auditing of all Reimbursable Expenses, including the Architect's prior to submitting to Owner for reimbursement, and shall be responsible for the accuracy thereof. Any overpayment by the Owner for errors in submittals for reimbursement may be deducted from the Architect's subsequent payment for services.

~~.12~~ Other similar Project-related expenditures. Reimbursable Expenses shall not exceed Four Thousand Two Hundred and No/100 Dollars (\$4,200.00); unless the Scope of Work is modified.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (—%) of the expenses incurred without any additional mark-up.

PAGE 23

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

%—The rate of interest computed in accordance with the provisions of the Texas Government Code, Section 2251.025.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the ~~Architect, or Architect.~~ Owner may withhold amounts from Architect's compensation to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. Work caused by Architect's errors, omission or negligence.

...

§ 12.1 The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 505 E. Huntland Drive, Suite 350, Austin, Texas 78752, Phone: 512-305-9000, has jurisdiction over individuals licensed under the Architects Registration Law, Article 249A, VTCS.

...

.1 This AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

PAGE 24

[N/A] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.

[X] Other Exhibits incorporated into this Agreement:

Exhibit A – Contract Proposal for Renovation / Addition of Fire Station No. 3. To the extent that any terms contained in Exhibit A conflict with the terms of this B133 or the A201 described below, this B133 or the A201 described below, as applicable, will control.

A201-2017 v. 5 (08-13-2024) General Conditions of the Contract for Construction, as modified by Owner, attached hereto and incorporated herein for all purposes.

CITY OF SHERMAN

HIDELL AND ASSOCIATES ARCHITECTS

By: _____

By: _____

William Hidell, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Christopher C. Zillmer/blg, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:40:50 on 10/13/2025 under Order No. 20250128167 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.



/blg

(Signed)

(Title)

October 13, 2025

(Dated)

EXHIBIT A



October 2, 2025

City of Sherman
Wes Trisler
Executive Director of Operations
100 S Rusk
Sherman, Texas 75090

Re: Contract Proposal for a Fleet Services Facility

Wes,

Our team has meticulously collaborated with the city to support the planning of a new Fleet Services Facility. This comprehensive process involved establishing the needs and preparing a site concept and building layout. We are fully prepared to build upon this planning study through a collaborative process with the city to ensure the project meets the needs and budget goals. The project will consist of a pre-engineered metal building system with repair bays, a wash bay, fleet support spaces and utilization of a second floor for the public works administration staff office. The site design will include planning for a future vehicle wash and fuel station, as well as, a building expansion to provide additional repair bays.

Our services shall provide Basic Services (Architecture, MEP Engineering, Structural Engineering) and Supplemental Services (Civil Engineering and Landscape Design). It is anticipated that furniture and equipment design services will be contracted separately, contingent upon approval for the project to proceed into the construction phase.

The fee includes coordinating and implementing all basic and supplemental services as indicated in this letter. All required programming, meetings (Public Works staff and city personnel), and documentation under each project phase (schematic, design development, construction document, CMAR selection and pricing) have been included. In addition, (HAA) has provided credit under the Basic Services for the previously completed conceptual study design work. (Study concept and preliminary cost).

HAA understands the city's desire to develop the project to bring a CMAR on board for a cost analysis. The design will be developed to a level that can be accurately estimated, then presented to staff and council for approval. Upon approval, our team will complete the design and construction documents for a Guaranteed Maximum Price, which will be presented to staff and council for approval before proceeding with the Construction Phase. Our team will not proceed past these decision points with our professional services without authorization. The goal is to begin construction in the fall of 2026. Our fee has been structured to provide basic and supplemental services to develop the drawings for CMAR pricing. Our proposed total fee of \$594,800 is broken down as follows:

Compensation

A. Basic A/E Services:

We propose to provide the services described above for the lump sum of \$503,300.00. We will invoice monthly in proportion to the percentage completion thru the end of the previous month, with the total billings not to exceed the following percentages.

- Concept Design (No Fee – Previously Completed)
- Schematic Design Phase 10%
- Design Development Phase 20%
 - Decision Point – Authorization required to proceed with next step
- Construction Document Phase 40%
- Bidding 5%
 - Decision Point – Authorization required to proceed with next step
- Construction Administration 25%

City of Sherman Fleet Services Design Proposal

B. Supplemental Services:

We propose to provide the services described below for the lump sum of **\$88,500.00**. We will invoice monthly in proportion to the percent completion thru the end of the previous month, with the total billings not to exceed the following amounts:

Civil Engineering

o Site Plan	\$9,000.00
o Preliminary Engineering	\$5,000.00
o Construction Documents	\$64,500.00
o Landscape Design Services	\$10,000.00

Other Services (if required – not included in fee)

o As-Built Documents	\$4,500.00
o Storm Water Pollution Prevention Plan	\$1,500.00

C. Additional Services:

Additional services, if required and requested, will be invoiced either on a negotiated lump sum fee or on an hourly basis using the rates quoted below:

o Principal.....	\$250.00/hr
o Project Architect.....	\$190.00/hr
o Architect.....	\$130.00/hr
o CADD.....	\$90.00/hr
o Administration.....	\$70.00/hr

Based on our understanding of the scope of services; the following items are not included in this proposal:

Exclusions

- Environmental Investigation
- Material Testing Services (by third party)
- Sub-soil drainage / water flow / pressure tests / French drain systems around building perimeter
- Substantial detention improvements. Based on the record drawings for the existing facility, it is presumed that the existing detention basin size and configuration are adequate to accommodate the proposed development, although the project may include the extension new storm drains to the basin.
- LEED certification / Commissioning
- Detailed Fire Sprinkler or Alarm Design (Performance spec only by Engineer) – General Contractor and Fire Subcontractor to design and provide and shall be submitted for Design Team to review as a shop drawing submittal.
- Cost estimating (to be performed by others [CMAR] and assisted by architect).
- Post Occupancy Evaluation
- Alternative Energy Systems Design
- Building Information Modeling
- Operational Analysis
- Traffic Impact Analysis, traffic engineering report / study

Our drawings will be prepared using AutoCAD 2025 utilizing our standard symbols, layering systems, and data presentation. All electronic files will remain property of Hidell and Associates Architects, Inc.

City of Sherman Fleet Services Design Proposal

The Design Team will prepare and submit to the Owner for review conceptual design documents consisting of drawings and other documents illustrating the scale and relationship of Project components. Based on the conceptual design documents and any adjustments authorized by the Owner, the Design Team will prepare and submit to the Owner for review; schematic design documents consisting of drawings and other documents illustrating the scale and relationship of Project components. Based on the schematic design documents and any adjustments authorized by the Owner in its program, desired schedule or Project budget, the Design Team will prepare and submit to the Owner for review; design development documents consisting of drawings and other documents to fix and describe the size and character of the project as architectural, structural, mechanical and electrical systems, security and safety systems, materials and such other elements as may be appropriate. The Design Team will submit for review the construction documents at the 50% complete and 95% complete for a status review by Owner and CMAR. The Design Team will perform its services expeditiously.

Reimbursable Services

1. Reimbursable expenses, such as printing / plotting / deliveries / communication and travel (automobile mileage) will be billed in addition to the base fee and supplemental fee at direct cost (not to exceed \$6,400.00).

We have provided as accompanying back-up to our Fee Proposal the attached document identified as "**Exhibit B – Work Activities**"

Sincerely,
Hidell and Associates Architects



Aaron Babcock
Principal

Cc: Bill Hidell, AIA

Exhibit B - Work Activities

City of Sherman Fleet Services Facility

Proposed Scope of Work

Phase

Conceptual Design Phase Activities

Geotechnical Report

Use concept plan developed in assessment report as a basis for design

Refine concept plan

Develop concept site plan

Develop concept exterior elevations

Review worksessions - *(Programming and concept worksessions)*

On-site presentation and refinement session

City Presentations (As requested)

Schematic Design Phase Activities *(Bi-Monthly Meetings)*

Pre-Development Meeting

Preliminary Site Plan

Preliminary Floor Plan

Preliminary Furniture and Equipment Layout

Preliminary Building Elevations

Engineering systems concepts

Schematic Documents submitted for Review

Documents for Review (Site Plan, Floor Plan, Elevations, Project Narrative)

Review worksessions

On-site presentation and refinement session

Refinement of plan based on City Comments / CMAR Review and Cost

CMAR Selection and project review

City Presentations (As requested)

Exhibit B - Work Activities

City of Sherman Fleet Services Facility

Proposed Scope of Work

Phase

Design Development Phase Activities (Bi-Monthly Meetings)

Exterior shell materials selection

Interior material selection

Landscape plan development

Refinement of building design

Formulation of Structural / Mech / Elec. Systems

Exterior Shell / Site Documents submitted for review

DD Exterior

Site Plan

Landscape Plan

Building Sections

Wall Sections

Roof Plan

Exterior Material Selection Presentation

Exterior Elevations

Interior Finish-Out Documents submitted for review

DD Interior

Dimensional Floor Plan

Furniture Layout Plan

Reflected Ceiling Plan

Door and Window Schedule

Interior Elevations

Interior Material Selection Presentation

Millwork

Equipment Selection

Security System Coordination

Door hardware / Access Control Coordination

A/V coordination

Telecommunications / Data Coordination

Review worksession

On-site presentation and refinement session

Refinement of plan based on City Comments

CMAR Cost and Constructability Review

City Presentations (Design and Proposed Cost)

City Staff and Council Approval Point (Scope and CMAR Price Review)

Exhibit B - Work Activities

City of Sherman Fleet Services Facility

Proposed Scope of Work

Phase

Construction Document (Bi-Monthly Meetings)

Record Document Development

Finalize exterior materials selection

Finalize interior material selections

Finalize site design

Finalize building design

Finalize Structural / Mech / Elec. Systems

Finalize specifications

City Presentations (As requested)

Documents for Review (90% set)

Building Documents - 90% set

Specifications - 90% set

Make corrections based on 90% feedback

CMAR Pricing (GMP for review and approval)

City Staff and Council Decision Point - Construction to only proceed with Authorization

Issue for Building Permit

Issue for Final GMP Pricing

Construction Administration Phase Activities (Weekly Meetings)

Preconstruction Conference

Site Meetings

Engineering Coordination Construction Administration

R.F.I. Review

Shop Drawing Review

Substitutions Review

A.S.I Submission

Change Order procedures

Punch List



City Council Regular Meeting

Agenda Item No. F.2.

Meeting Date: 10/20/2025

Prepared By: Kim Hobbs, Quality Services Administrative Assistant

Approved By: Zachary Flores, Acting City Manager

Caption:

*** RESOLUTION NO. 7588**

Authorizing the Purchase of new 2024 Autocar for the Solid Waste Department from Industrial Power Truck & Equipment through TIPS.

Issue:

To consider approval of a resolution to purchase a new 2024 Autocar from Industrial Power Truck & Equipment through TIPS for use within the Solid Waste Department.

Background:

The new 2024 Autocar will replace vehicle #3301, a 2013 Autocar. The new Autocar will be used in the Solid Waste Department.

Capital Improvement Program:

N/A

Origination:

Department of Solid Waste

Financial Consideration:

The new Autocar will be purchased from Industrial Power Truck & Equipment for \$425,184.79 through TIPS. Funding for this purchase was appropriated in the fiscal year 2025-2026 Solid Waste Budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new 2024 Autocar from Industrial Power Truck & Equipment through TIPS.

Alternatives:

As may be recommended by the City Council

Attachments:

1. Resolution No. 7588
2. Industrial Power Autocar Quote
3. TIPS Agreement

RESOLUTION NO. 7588

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2024 AUTOCAR FROM INDUSTRIAL POWER TRUCK & EQUIPMENT FOR THE SOLID WASTE DEPARTMENT THROUGH TIPS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Industrial Power Truck & Equipment through TIPS a new 2024 Autocar at a total price of Four Hundred Twenty-Five Thousand One Hundred Eighty-Four Dollars and Seventy Nine Cents (\$425,184.79). 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 Fleet Replacement Fund.

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 20th day of October 2025.

CITY OF SHERMAN, TEXAS

BY: _____

SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE



INDUSTRIAL POWER TRUCK & EQUIPMENT

712 N. Beach St., Fort Worth, TX 76111
Phone: 817-834-7473 or Fax 817-834-1516
www.iptruck.com

Invoice # 517511
PO# _____
Date 6/16/2025
TIPS # 230802
Attention Kent Sweat
Business City of Sherman
Address 100 S. Rusk St.
Sherman, TX 75090

Salesman: Bailey Bible

Cell Phone: 214-277-1590

Email: baileyb@iptruck.com

Ship To City of Sherman

100 S. Rusk St., Sherman, TX 75090

kents@cityofsherman.com - 903.892.7366

NEW TRUCK

PRICING

Description:	
VIN #	5VCACDEF4PC243547
STOCK #	51751
BODY #	New Way Sidewinder
YEAR	2024
MAKE	AUTOCAR
MODEL	ACX64 Dual Drive
BODY STYLE	ASL 31yard
*ODOMETER	1
WB	219
Trade - In:	
VIN #	
LICENSE #	
YEAR	
MAKE	
MODEL	
BODY STYLE	
ODOMETER	
PAYOFF AMOUNT	
LIEN HOLDER	

MSRP:	\$281,109.07
TIPS DISCOUNT:	\$64,655.09
CHASSIS OPTIONS:	\$207,911.11
TRADE IN:	\$0.00

Subtotal: \$424,365.09

VIT:	\$669.70
Title Transfer Fee:	\$0.00
Weight Slip/Inspection:	\$0.00
PDI:	\$0.00
Doc Fee:	\$150.00
Finance/Admin Fee:	\$0.00
Dealers Inventory Tax:	\$0.00

The Dealers Inventory Tax is collected and then forwarded to the county Tax assessor-collector to offset taxes on motor vehicle inventory. This is not a federal tax and is not mandatory.

Diesel Surcharge: \$0.00

Effective 7-1-03, a surcharge of 1% of the sales price less trade-in will be charged and collected on the purchase of 1997 year or newer diesel engine trucks with a GVW greater than 14,000 lbs.

Chassis Options:	AMOUNT
Cummins x12 350HP/1350 lb/ft Torque - EPA 3-yr standard warranty, Allison 4500 RDS - 3 yr standard warranty	\$0.00
31 Yard New Way Sidewinder ASL w/ Fire Ext. & Triangle Kit.	\$188,553.81
PAC, PDI, Flooring & Delivery	\$19,357.30
Chassis, Cab & Body 1 yr warranty. Arm & Hydraulic 2yr warranty	\$0.00
Extended Warranty Options:	
Extended Cylinder (\$7K) & Hydraulic (\$12k) Warranty: 5 years	\$0.00
Extended Powertrain & Aftertreatment Warranty: 5yrs \$3400	\$0.00

FRET:	\$0.00
EXTENDED WARRANTY:	\$0.00
Trade In Payoff:	\$0.00
Advanced rental:	\$0.00

Subtotal: \$425,184.79

Down Payment: \$0.00

Balance Due: \$425,184.79

*Note: Federal odometer disclosure requirements are exempted on vehicles exceeding two tons or 16,000 pounds Gross Weight. Used vehicle odometer readings as such are not relied upon as actual miles unless specified in writing with the remark that "odometer reading in actual".

ALL costs represented herein are subject to manufacturers increases if not currently in stock at time of quote and as such are the financial responsibility of the buyer.

This includes Surcharges passed from the Manufacturer to the Dealer. All increases will be passed to the customer.

Sign: _____ Date: _____

Please Specify/Circle how Customer will pay: CHECK or ACH/WIRE

*Note: All government customers will have a Net30 to pay in full. IPT will retain the Title/MSO until payment has been received in full.

INTERLOCAL AGREEMENT
Region VIII Education Service Center
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

City of Sherman
TEXAS PUBLIC ENTITY

TX 991667
Control Number (TIPS will Assign)

Region VIII Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. In addition, authority is granted under Texas Government Code §§ 791.001 *et seq* as amended to enter into Interlocal agreements with said educational entities, as well as, other governmental entities and political subdivisions of Texas and other States. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective JUNE 7, 2017 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:

1. Provide for the organizational structure of the program.
2. Provide staff for efficient operation of the program.
3. Promote marketing of the TIPS Program.
4. Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
5. Provide members with procedures for placing orders through TIPS PO System.
6. Maintain filing system for Due Diligence Documentation.

Role of the Public Entity:

1. Commit to participate in the program by an authorized signature on membership forms.
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.

4. Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

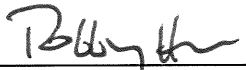
Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public agencies.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public Member Entity:

City of Sherman
Entity Name

By: 
Authorized Signature

Title: Robby Hefton – City Manager

June 7, 2017
Date

Purchasing Cooperative Lead Agency:

Region VIII Education Service Center

By: 
Authorized Signature

Title: Executive Director Region VIII ESC

JUNE 7, 2017
Date

Public Entity Contact Information

Craig Long
Primary Purchasing Person Name

405 N. Rusk
Street Address

Sherman, Texas 75091
City, State Zip

903-892-7215
Telephone Number

903-891-0255
Fax Number

craigl@ci.sherman.tx.us
Primary Person Email Address

Tammy Davis
Secondary Person Name

tammyd@ci.sherman.tx.us
Secondary Person Email Address

If your entity does not require you to have an Interlocal Agreement, please go to the TIPS website under Membership and take advantage of online registration. The states of Texas and Arizona **do** require all entities to have an Interlocal Agreement. Other States or governmental jurisdictions may require an Interlocal agreement as well and you are advised to consult your legal counsel to determine the requirements for your entity. Email completed Interlocal Agreement to tips@tips-usa.com.



City Council Regular Meeting

Agenda Item No. F.3.

Meeting Date: 10/20/2025

Prepared By: Amber Doan, Engineering Coordinator

Approved By: Zachary Flores, Acting City Manager

Caption:

*** RESOLUTION NO. 7589**

Authorizing the Execution of an Encroachment Agreement with Grayson County Industry for the Handicapped for the Encroachment of Existing Parking Spaces within the to-be-platted Right of Way and 15' Utility, Landscape, and Sidewalk Easement along Lamar Street (State Highway 56) in the proposed Goodwill Sherman plat.

Issue:

To consider executing an encroachment agreement relating to to-be-platted Right of Way and a to-be-platted 15' Utility, Landscape, and Sidewalk Easement along Lamar Street (State Highway 56) in the proposed Goodwill Sherman, City of Sherman, Grayson County, Texas

Background:

The preliminary plat for Goodwill Sherman was reviewed and Conditionally Approved by City Staff on September 6, 2025. Upon review of the preliminary plat, it was discovered that the existing parking will encroach into the proposed Right of way and the ordinance-required 15' Utility, Landscape, and Sidewalk Easement, which will be dedicated as a part of filing the Goodwill Sherman final plat. The encroachment agreement is a requirement to proceed with submitting the final plat to the Planning & Zoning Commission for approval and ultimately filing the plat with the Plat Records of Grayson County, Texas.

Capital Improvement Program:

N/A

Origination:

Grayson County Industry for the Handicapped, property owner

Financial Consideration:

None

Staff Recommendation:

City staff has no objections to the proposed encroachment, and upon receiving approval from franchise utilities, it is recommended that the Encroachment Agreement be executed.

Alternatives:

As may be directed by City Council.

Attachments:

1. Resolution No. 7589
2. .Partially Signed Encroachment Agmt-Goodwill Parking
3. .Signed Encroachment Request
4. .Goodwill Sherman Prelim Plat_09012025
5. .Location Map

RESOLUTION NO. 7589

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT TO GRAYSON COUNTY INDUSTRY FOR THE HANDICAPPED FOR THE ENCROACHMENT OF EXISTING PARKING SPACES WITHIN THE TO-BE-PLATTED RIGHT OF WAY AND 15' UTILITY, LANDSCAPE, AND SIDEWALK EASEMENT ALONG LAMAR STREET (STATE HIGHWAY 56) IN THE PROPOSED GOODWILL SHERMAN, IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an encroachment agreement for the encroachment for existing parking spaces within the to-be-platted Right of Way and to-be-platted 15' Utility, Landscape, and Sidewalk Easement along Lamar Street (State Highway 56) in the proposed Goodwill Sherman, in the City of Sherman, as shown on the Exhibit "A" attached hereto and incorporated herein for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TX on this the 20th day of October 2025.

CITY OF SHERMAN, TEXAS

**BY: _____
SHAWN TEAMANN, MAYOR**

ATTEST:

**BY: _____
TERI FINE, CITY CLERK**

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

**BY: _____
RYAN D. PITTMAN, CITY ATTORNEY**



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return to:
City of Sherman
Office of the City Attorney
P. O. Box 1106
Sherman, TX 75091-1106

ENCROACHMENT AND LICENSE AGREEMENT

THIS ENCROACHMENT AND LICENSE AGREEMENT ("Agreement") is made and entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality ("City"), and GRAYSON COUNTY INDUSTRY FOR THE HANDICAPPED ("Licensee"). City and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City and any Franchise Utility Company (each a "Franchisee") have existing rights in certain real property by virtue of that certain Plat of the Goodwill Sherman ("Plat"), Conditionally Approved by City Staff on September 6, 2025, to be filed in the Plat Records, Grayson County, Texas. The Plat, which more particularly describes and depicts a to-be-platted variable width Right of Way dedication and a to-be-platted 15-foot Utility, Landscape, and Sidewalk Easement ("Property"), is incorporated herein by reference for all purposes; and

WHEREAS, Licensee desires to operate, repair and maintain existing parking spaces ("Encroaching Facility"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference for all purposes, by a maximum of 15-feet into the boundaries of the Property; and

WHEREAS, in exchange for the consideration set forth below, City has agreed to grant a license to permit the encroachment of the Encroaching Facility on the Property subject to the terms and conditions of this Agreement and provided that Licensee first complies with the City's ordinances relating to the construction and use of the Encroaching Facility.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Licensee do hereby agree as follows:

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement.

2. Location of Encroaching Facility. City hereby grants a nonexclusive license to Licensee, authorizing Licensee to, at its own cost and expense, maintain and repair the Encroaching Facility within that portion of the Property as generally depicted and described in Exhibit A, subject to the terms and conditions of this Agreement. Any modification, alteration, expansion or addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City. In particular, Licensee shall not modify the Encroaching Facility in any manner that results in the Encroaching Facility: (a) occupying more space within the Property than as approved by this Agreement; (b) extending further into the Property than as approved by this Agreement; or (c) changing the Encroaching Facility's location within the Property to be outside the area approved by this Agreement. Licensee shall ensure that Licensee and any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility abide by the terms and conditions set forth herein and any permit governing the Encroaching Facility. Licensee shall, at its own cost and expense, provide a copy of this Agreement to any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility. Notwithstanding anything to the contrary herein, nothing in this Agreement shall be deemed to waive any applicable requirement of the City's ordinances or regulations applicable to the Encroaching Facility, and Licensee shall be responsible for obtaining a permit, if required under the City's ordinance, prior to any construction on the Encroaching Facility.
3. Restrictions on Use of Property. In using the Property for the purposes described herein, Licensee shall, at its own cost and expense, comply with all applicable laws, rules, regulations and requirements, as they exist, may be amended or in the future arising, including but not limited to, City's ordinances, and shall promptly execute and fulfill all orders and requirements imposed by City or other governmental authorities for the correction, prevention and abatement of nuisances or Code violations in, on or connected with the Encroaching Facility. At the conclusion of any work in connection with the Encroaching Facility, Licensee shall ensure that any third party and/or contractor of Licensee engaged in such work shall remove all debris and other materials from the Property and restore the same to substantially the same condition it was in prior to the commencement of the work thereon or in proximity thereto, with the exception of the encroachment permitted herein. Licensee shall ensure that any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility does not, and shall not itself, place trash dumpsters, toxic or hazardous substances or flammable material in or on the Property. Additionally, Licensee shall not place in or on the Property any other improvements unless approved in advance in writing by City. Any modification, alteration, expansion or other addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City.
4. Maintenance of Encroaching Facility. Licensee shall, at Licensee's sole cost and expense, maintain the Encroaching Facility in good condition and repair. City will

not, under any circumstance, be responsible for any costs, whatsoever, of construction, reconstruction, operation, maintenance, repair or removal of the Encroaching Facility. If City notifies Licensee of any deficiencies in any such maintenance, repair or removal of the Encroaching Facility, Licensee shall make the necessary repairs within the earlier of (a) thirty (30) days after the date of such notice or the (b) another date as determined by City and Licensee in writing. If City notifies Licensee of any deficiencies in any such maintenance, repair or removal of the Encroaching Facility, and Licensee shall thereafter fail to complete such maintenance, repair or removal within the required time period, then City may require Licensee to promptly remove the Encroaching Facility or contract, at Licensee's sole cost and expense, for the maintenance, repair or removal of the Encroaching Facility.

5. Removal of Encroaching Facility. City and any Franchisee are entitled to remove all or a portion of the Encroaching Facility as reasonably necessary to construct, reconstruct, maintain or repair public improvements within the affected Property. City or Franchisee will notify Licensee of any intent to remove all, or a portion, of the Encroaching Facility, and upon receiving such notice, Licensee shall ensure that the requested removal is made within the earlier of (a) thirty (30) days after the date of such notice or (b) another date as determined by City and Licensee in writing. If City or Franchisee notifies Licensee of its intent to remove all, or a portion, of the Encroaching Facility, and Licensee shall thereafter fail to complete the removal within the required time period, then City or Franchisee may require Licensee to promptly remove the Encroaching Facility. Notwithstanding anything to the contrary herein, if the removal is necessitated by an emergency, no notice is required. If so removed, City or Franchisee has no obligation to replace the affected portions of the Encroaching Facility upon completion of such work.
6. Risk and Liability. Licensee assumes all risks and liability resulting or arising from or relating to Licensee's use of the Property, the Encroaching Facility, the existing condition or location of the Property or the existing state of maintenance, repair or operation of the Property. Licensee agrees and acknowledges that City or Franchisee shall not be liable, whatsoever, for any damage to the Encroaching Facility as a result of City's or Franchisee's use or enjoyment of the rights provided it in the Property. Any City and/or Franchisee property or infrastructure damaged or destroyed by Licensee or its agents, employees, representatives, invitees, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, shall be repaired or replaced by City or Franchisee at Licensee's sole cost and expense and payment is due immediately upon Licensee's receipt of an invoice from City or Franchisee.
7. **INDEMNIFICATION. LICENSEE AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND ANY**

OTHER THIRD PARTIES FOR WHOM CITY IS LEGALLY RESPONSIBLE, AS WELL AS EACH FRANCHISEE, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, AND ANY OTHER THIRD PARTIES FROM WHOM FRANCHISE IS LEGALLY RESPONSIBLE FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), LOSSES, DEMANDS, EXPENSES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), OR OTHER HARM ARISING OUT OF, OR OCCASIONED BY, ANY NEGLIGENCE, GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, WHETHER BY ACT OR OMISSION, OF ANY LICENSEE OR ITS AGENTS, REPRESENTATIVES, EMPLOYEES, SEPARATE CONTRACTORS AND/OR SUBCONTRACTORS AND/OR THIRD PARTIES FOR WHOM EACH SUCH LICENSEE IS LEGALLY RESPONSIBLE, REGARDLESS OF ANY JOINT OR CONCURRENT NEGLIGENCE OF CITY OR FRANCHISEE.

IN ITS SOLE DISCRETION, CITY AND FRANCHISEE SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY LICENSEE IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY OR FRANCHISEE, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY OR FRANCHISEE IN WRITING. CITY AND FRANCHISEE RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY AND FRANCHISEE IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY OR FRANCHISEE IS NOT TO BE CONSTRUED AS A WAIVER OF LICENSEE'S OBLIGATION TO DEFEND CITY OR FRANCHISEE OR AS A WAIVER OF LICENSEE'S OBLIGATION TO INDEMNIFY CITY OR FRANCHISEE PURSUANT TO THIS AGREEMENT. LICENSEE SHALL RETAIN CITY-APPROVED OR FRANCHISEE-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S OR FRANCHISEE'S WRITTEN NOTICE THAT CITY OR FRANCHISEE IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ANY LICENSEE FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY AND FRANCHISEE SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND LICENSEE SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY OR FRANCHISEE.

THE PROVISIONS OF THIS SECTION 7 ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY

OTHER PERSON, ENTITY OR THIRD PARTY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION 7 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

8. **No "Permit."** NOTHING CONTAINED IN THIS AGREEMENT SHALL CONSTITUTE A "PERMIT" AS DEFINED IN CHAPTER 245, TEX. LOC. GOV'T CODE, AND NOTHING IN THIS AGREEMENT SHALL BE CONSIDERED TO PROVIDE THE CITY WITH FAIR NOTICE OF A PROJECT. LICENSEE WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEX. LOC. GOV'T CODE BASED ON THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9. Default/Remedies. If Licensee, its employees, agents, representatives, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, defaults under any of the terms and conditions of this Agreement and such default continues for a period of five (5) days after City or Franchisee notifies Licensee of such default in writing, City or Franchisee may, at its sole election and in addition to any other remedies it may exercise, terminate this Agreement, and upon such termination, all of Licensee's rights hereunder shall cease and terminate. This Agreement shall also terminate upon Licensee's abandonment of the Encroaching Facility.

10. Miscellaneous Provisions.

- a. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing 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 via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the Parties shall be as follows:

If to City, addressed to it at:

City of Sherman
Attention: Wayne E. Lee, P.E., CFM, Director of Engineering
220 W. Mulberry St.
Sherman, TX 75091
Telephone: (903) 892-7327

Email: waynel@cityofsherman.com

with a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Email: rpittman@abernathy-law.com

If to Licensee, addressed to it at:

Goodwill North Texas
Attention: Keith Chapman, President & CEO
2206 E. Lamar Street
Sherman, TX 75090
Telephone: 903-893-3145
KChapman@GoodwillNorthTexas.org

- b. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.
- c. 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.
- d. 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 signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- e. 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 its signatories hereto, warrant and represent that they have the authority to bind its respective parties as duly authorized representatives thereof.
- f. 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 contained in this Agreement.

- g. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.
- h. No Third Party Beneficiaries. The parties do not intend that this Agreement be construed as creating any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- i. Indemnification. The parties agree that the indemnity provisions set forth in Section 7 herein are conspicuous, and the parties have read and understood the same.
- j. 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.
- k. 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.
- l. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the parties. 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 either 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.

[Signature page follows.]

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 by the last party to system it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement.

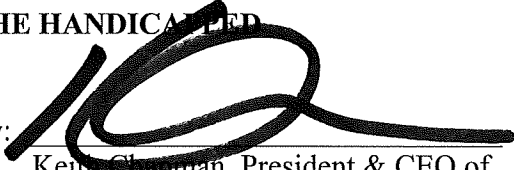
CITY:

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

LICENSEE:

**GRAYSON COUNTY INDUSTRY FOR
THE HANDICAPPED**

By:  _____
Keith Chapman, President & CEO of
Goodwill North Texas

Date: 8-31-07

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Zachary Flores, known to me to be the person whose name is subscribed to the foregoing instrument; he acknowledged to me that he is the city manager and duly authorized representative of the CITY OF SHERMAN, TEXAS, a Texas home-rule municipality, and that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the CITY OF SHERMAN, TEXAS.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared Keith Chapman known to me to be the person whose name is subscribed to the foregoing instrument, and that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of September, 2025



Barbara Lou Wright
Notary Public in and for the State of Texas
My Commission Expires: 3-18-2026

[illegible]

ACCEPTANCE

Approved this _____ day of _____, 20____, by the City Planning and Zoning Commission of the City of Charleston, South Carolina.

Chairman _____ Secretary _____

[illegible][illegible]

- [illegible]

**PRELIMINARY PLAT
GOODWILL SHERMAN
LOT 1, BLOCK A**

**BEING 12.670 ACRES SITUATED IN
THE GEORGE B. PLANT SURVEY,
ASSTRICT NO. 963
CITY OF SHERMAN,
GRAYSON COUNTY, TEXAS**



September 23, 2025

City of Sherman
Planning and Development Review Department
220 W Mulberry Street
Sherman, Texas 75090

**Re: *Encroachment Request – Goodwill Sherman
 2206 East Lamar St
 Sherman, Texas 75090***

To Whom It May Concern,

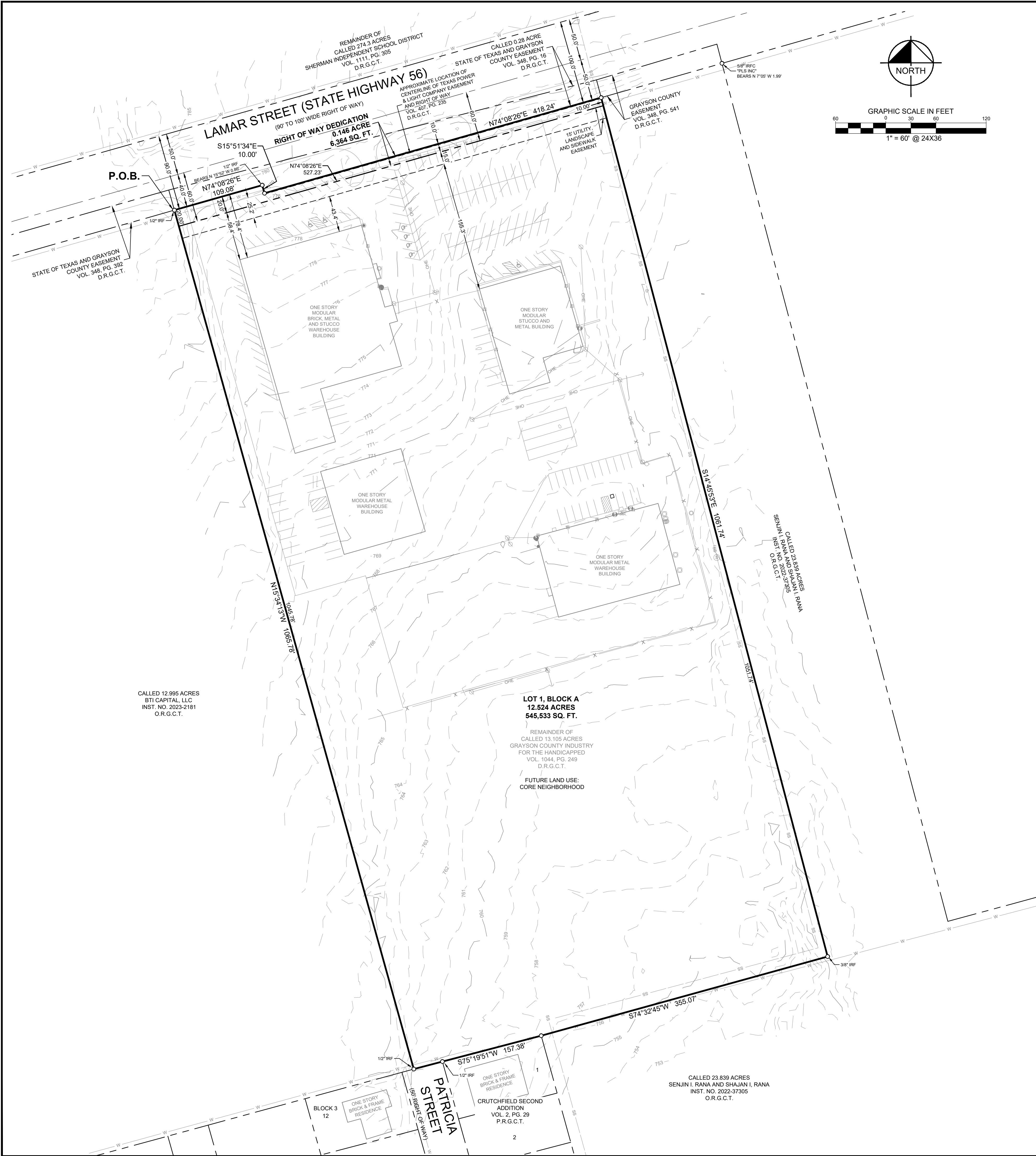
Goodwill Industries of Northeast Texas, inc. would like to request that an encroachment agreement be granted to the subject property located at 2206 East Lamar St, Sherman, Texas 75090 in Grayson County. This encroachment consists of existing pavement and extends into the required right-of-way (ROW) dedication and required 15' utility, landscape, and sidewalk easement. The information below has been included to aid in the drafting of the encroachment agreement.

- Property Address/Property ID Number:
 - 2206 E Lamar St, Sherman, TX 75090
 - Property ID: 122357
- Property Owner information:
 - Grayson County Industry for the Handicapped
- Reason for Encroachment request:
 - This is an existing site, and the newly dedicated ROW and utility, landscape, and sidewalk easement will overlap existing improvements that are needed for the operation of this site.
- Maximum (footage) amount of encroachment into easement:
 - Largest Dimension: ~25.2' from easement to edge of ROW encroachment
 - ROW Encroachment SF: 2,343 sf
 - Easement Encroachment SF: 6,136 sf
 - Total SF of encroachment: 8,479 sf
- Signor's information
 - Keith Chapman, President and CEO of Goodwill Industries of Northeast Texas, inc.
 - 2206 E Lamar St, Sherman, TX 75090
 - KChapman@GoodwillNorthTexas.org
 - 903-893-3145 EXT 104

Thank you,

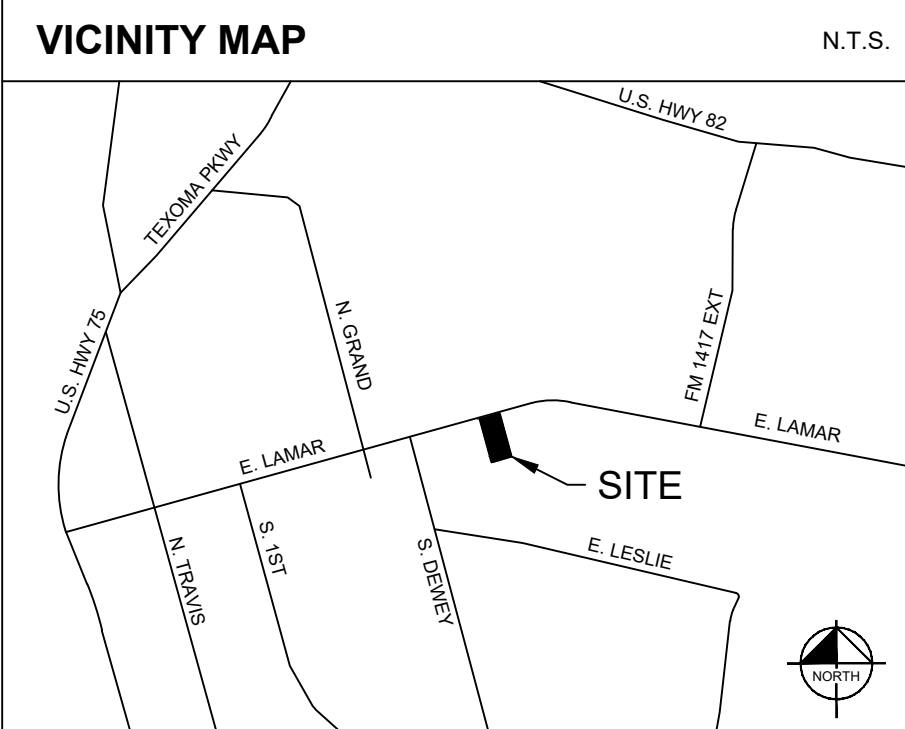


Keith Chapman, President and CEO of Goodwill Industries of Northeast Texas, inc.



LEGEND	
[Symbol]	ROOF DRAIN
[Symbol]	CABLE TV BOX
[Symbol]	CABLE TV HANDHOLE
[Symbol]	CABLE TV MANHOLE
[Symbol]	CABLE TV MARKER FLAG
[Symbol]	CABLE TV MARKER SIGN
[Symbol]	CABLE TV VAULT
[Symbol]	COMMUNICATIONS BOX
[Symbol]	COMMUNICATIONS HANDHOLE
[Symbol]	COMMUNICATIONS MANHOLE
[Symbol]	COMMUNICATIONS MARKER FLAG
[Symbol]	COMMUNICATIONS MARKER SIGN
[Symbol]	COMMUNICATIONS VAULT
[Symbol]	ELEVATION BENCHMARK
[Symbol]	FIBER OPTIC BOX
[Symbol]	FIBER OPTIC HANDHOLE
[Symbol]	FIBER OPTIC MANHOLE
[Symbol]	FIBER OPTIC MARKER FLAG
[Symbol]	FIBER OPTIC MARKER SIGN
[Symbol]	FIBER OPTIC VAULT
[Symbol]	MONITORING WELL
[Symbol]	GAS HANDHOLE
[Symbol]	GAS METER
[Symbol]	GAS MANHOLE
[Symbol]	GAS MARKER FLAG
[Symbol]	GAS SIGN
[Symbol]	GAS TANK
[Symbol]	GAS VAULT
[Symbol]	GAS VALVE
[Symbol]	TELEPHONE BOX
[Symbol]	TELEPHONE HANDHOLE
[Symbol]	TELEPHONE MANHOLE
[Symbol]	TELEPHONE MARKER FLAG
[Symbol]	TELEPHONE MARKER SIGN
[Symbol]	TELEPHONE VAULT
[Symbol]	PIPELINE MARKER SIGN
[Symbol]	ELECTRIC BOX
[Symbol]	FLOOD LIGHT
[Symbol]	GUY ANCHOR
[Symbol]	GUY ANCHOR POLE
[Symbol]	ELECTRIC HANDHOLE
[Symbol]	LIGHT STANDARD
[Symbol]	ELECTRIC METER
[Symbol]	ELECTRIC MANHOLE
[Symbol]	ELECTRIC MARKER FLAG
[Symbol]	ELECTRIC MARKER SIGN
[Symbol]	UTILITY POLE
[Symbol]	ELECTRIC TRANSFORMER
[Symbol]	ELECTRIC VAULT
[Symbol]	HANDICAPPED PARKING
[Symbol]	"V" SIGN
[Symbol]	D.R.G.C.T. DEED RECORDS OF GRAYSON COUNTY, TEXAS
[Symbol]	P.R.G.C.T. PLAT RECORDS OF GRAYSON COUNTY, TEXAS
[Symbol]	O.P.R.G.C.T. OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS

LINE TYPE LEGEND	
[Line Style]	BOUNDARY LINE
[Line Style]	ADJACENT PROPERTY LINE
[Line Style]	EASEMENT LINE
[Line Style]	BUILDING LINE
[Line Style]	WATER LINE
[Line Style]	SS SANITARY SEWER LINE
[Line Style]	STORM SEWER LINE
[Line Style]	GAS
[Line Style]	UNDERGROUND GAS LINE
[Line Style]	OHE OVERHEAD UTILITY LINE
[Line Style]	UGL UNDERGROUND ELECTRIC LINE
[Line Style]	UGT UNDERGROUND TELEPHONE LINE
[Line Style]	FENCE
[Line Style]	CONCRETE PAVEMENT
[Line Style]	ASPHALT PAVEMENT



- NOTES:**
- 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 0.9998926377.
 - All corners are a 5/8-inch iron rod with plastic cap stamped "KHA" set, unless otherwise noted.
 - Existing structures shown hereon are based upon topographic survey performed on 07/14/2025 and information by others.
 - Existing underground utility information shown hereon is based upon City resources provided on 08/28/2025.
 - Water supply to be provided by City of Sherman.
 - Sewer service to be provided by City of Sherman.
 - Electrical service to be provided by Oncor Electric Delivery Company, LLC.
 - Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
 - Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
 - The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
 - All easements and rights-of-way dedicated to the city by this plat include the following rights:
 - The right of the city to change the size of any facilities installed, maintained, or operated within the area;
 - The right of the city to relocate any facilities within the area; and
 - The right of the city to remove from the area vegetation or other obstructions which endanger or may interfere with the efficiency and maintenance of any facilities within the area.

FLOOD STATEMENT:

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48181C0290G, for Grayson County, Texas and incorporated areas, dated September 1, 2022, 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.

ACCEPTANCE

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

Chairman _____ Secretary _____

PRELIMINARY PLAT GOODWILL SHERMAN LOT 1, BLOCK A

BEING 12.670 ACRES SITUATED IN
THE GEORGE B. PILANT SURVEY,
ABSTRACT NO. 963
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'	SG	KHA	08/29/2025	069229002	1 OF 2

OWNER:
GOODWILL INDUSTRIES OF
NORTHEAST OF TEXAS, INC.
2206 E. Lamar Street
Sherman, TX 75090
Contact: Craig D. Boone

ENGINEER:
KIMLEY-HORN AND ASSOC. INC.
2600 N. Central Expressway, Suite 400
Richardson, TX 75080
Tel. No. (469) 200-3892
Contact: Jonathan Kerby, P.E.

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

OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF GRAYSON §

WHEREAS GOODWILL INDUSTRIES OF NORTHEAST TEXAS, INC., is the sole owner of a tract of land situated in the George B. Pilant Survey, Abstract No. 963, City of Sherman, Grayson County, Texas, and being the remainder of a called 13.105 acre tract of land described in a deed to Grayson County Industry for the Handicapped, Inc., as recorded in Volume 1044, Page 249 of the Deed Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of a called 0.28 acre tract dedicated as a State of Texas and Grayson County Easement as recorded in Volume 348, Page 16 of the Deed Records of Grayson County, Texas, common to the southeast corner of a called a State of Texas and Grayson County Easement recorded in Volume 348, Page 392 of the Deed Records of Grayson County, Texas, same being on the southerly right of way line of Lamar Street (State Highway 56), a variable width right of way, and the westerly line of said 13.105 acre tract;

THENCE North 74°08'26" East, departing the westerly line of said 13.105 acre tract, along the southeasterly line of said 0.28 acre tract and the southeasterly right of way line of said Lamar Street and crossing said 13.105 acres, a distance of 109.08 feet to a point for corner, from which, a 1/2 inch iron rod found for witness bears North 15°52' West, 0.86 feet;

THENCE South 15°51'34" East, continuing along the southerly line of said 0.28 acre tract and the southerly right of way line of said Lamar Street and across said 13.105 acre tract, a distance of 10.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE North 74°08'26" East, continuing along the southerly line of said 0.28 acre tract and the southerly right of way line of said Lamar Street and across said 13.105 acre tract, a distance of 418.24 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said 0.28 acre tract, common to the southwest corner of a Grayson County Easement recorded in Volume 348, Page 541 of the Deed Records of Grayson County, Texas, and the northwest corner of a called 23.839 acre tract of land described in a deed to Senjin I. Rana and Shajan I. Rana, as recorded in Instrument No. 2022-37305 of the Official Records of Grayson County, Texas, same being on the northeasterly line of said 13.105 acre tract;

THENCE South 14°45'53" East, departing the southerly right of way line of said Lamar Street, along the northeasterly line of said 13.105 acre tract and the southwesterly line of said 23.839 acre tract, a distance of 1,061.74 feet to a 3/8 inch iron rod found for the southeast corner of said 13.105 acre tract, common to an ell corner of said 23.839 acre tract;

THENCE South 74°32'45" West, along the southeasterly line of said 13.105 acre tract and the northwesterly line of said 23.839 acre tract, a distance of 355.07 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southerly northwest corner of said 23.839 acre tract, common to the northeast corner of Crutchfield Second Addition, according to the plat thereof recorded in Volume 2, Page 29 of the Plat Records of Grayson County, Texas;

THENCE South 75°19'51" West, continuing along the southeasterly line of said 13.105 acre tract and along the northwesterly line of said Crutchfield Second Addition, a distance of 157.38 feet to a 1/2 inch iron rod found for the southwest corner of said 13.105 acre tract, common to the southeast corner of a called 12.995 acre tract of land described in a deed to BTI Capital, LLC, as recorded in Instrument No. 2023-2181 of the Official Records of Grayson County, Texas;

THENCE North 15°34'13" West, departing the northwesterly line of said Crutchfield Second Addition, along the southwesterly line of said 13.105 acre tract and the northeasterly line of said 12.995 acre tract, a distance of 1,065.78 feet to the **POINT OF BEGINNING** and containing 12.670 acres (551,897 square feet) of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT GOODWILL INDUSTRIES OF NORTHEAST TEXAS, INC., acting by and through its duly authorized agent, does hereby adopt this plat designating the herein described real property as **GOODWILL, SHERMAN, LOT 1, BLOCK A**, an addition to the City of Sherman, Grayson County, Texas. Being 12.670 acres situated in and being a portion of the George B. Pilant Survey, Abstract No. 963, City of Sherman, Grayson County, Texas and does hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easement strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon 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 permission of anyone. This plat is approved subject to all ordinances, rules and regulations and resolutions of the City of Sherman, Texas.

WITNESS, my hand at _____ County, Texas, this _____ day of _____, _____.

BY: GOODWILL INDUSTRIES OF NORTHEAST TEXAS, INC., a Texas non-profit corporation

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the County and State 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 purpose and consideration therein and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, _____.

Notary Public, State of Texas

AVIGATION RELEASE

STATE OF TEXAS

COUNTY OF GRAYSON

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS. GOODWILL INDUSTRIES OF NORTHEAST TEXAS, INC., hereinafter called OWNER, is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described in this plat.

OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a home-rule municipality, hereinafter called CITY, and the Sherman Municipal Airport, hereinafter called AIRPORT, and their respective successors and assigns, of and from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of and and all aircraft ("aircraft" being defined for the purpose of this instrument as any contrivance now known or hereinafter invented, including but not limited to jet, propeller-driven, civil, military, experimental or commercial aircraft and helicopters, regardless of existing or future noise levels, designed or used for the purpose of transporting persons or property through air, by whoever owned or operated), in the airspace over OWNER'S property. Such release shall include, but not be limited to, any damages to OWNER'S property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at, taking off from, or operating at or on, or being maintained at the Sherman Municipal Airport, whether such claim be for injury or death to person or persons or damages to or taking of property.

This Release shall be binding upon OWNER and OWNER's successors, heirs, executors, administrators and assigns, and shall be a covenant running with the land.

Executed this _____ day of _____, AD, 20__.

(Owner)

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Sylviana Gunawan, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision ordinance of the City of Sherman, Texas.

Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy, Suite 210
Frisco, Texas 75034
Phone 972-335-3580

Date: _____

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for the County and State on this day personally appeared Sylviana Gunawan, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and consideration therein and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, _____.

Notary Public, State of 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

PRELIMINARY PLAT
GOODWILL SHERMAN
LOT 1, BLOCK A

BEING 12.670 ACRES SITUATED IN
THE GEORGE B. PILANT SURVEY,
ABSTRACT NO. 963
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	SG	KHA	08/29/2025	069229002	2 OF 2

OWNER:
GOODWILL INDUSTRIES OF
NORTHEAST OF TEXAS, INC.
2206 E. Lamar Street
Sherman, TX 75090
Contact: Craig D. Boone

ENGINEER:
KIMLEY-HORN AND ASSOC. INC.
2600 N. Central Expressway, Suite 400
Richardson, TX 75080
Tel. No. (469) 200-3982
Contact: Jonathan Kerby, P.E.

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

Goodwill Sherman - 2206 E. Lamar



0 85 170 340 Feet





City Council Regular Meeting

Agenda Item No. F.4.

Meeting Date: 10/20/2025

Prepared By: Kim Hobbs, Quality Services Administrative Assistant

Approved By: Zachary Flores, Acting City Manager

Caption:

*** RESOLUTION NO. 7590**

Authorizing the Purchase of Multiple Sanitation Vehicles for the Solid Waste Department from Bond Equipment Company through the Texas Local Government Purchasing Cooperative (BuyBoard).

Issue:

To consider approval of a resolution to purchase multiple sanitation vehicles from Bond Equipment Company through BuyBoard for use within the Solid Waste Department.

Background:

The requested purchases will replace vehicle #3407, a 2012 Mack Front Loader; #3408, a 2014 Autocar Frontload; #3302, a 2015 Autocar Sideload; and #3303, a 2013 Autocar Sideload. The sanitation vehicles will be used in the daily operations of the Solid Waste Department.

Capital Improvement Program:

Origination:

Department of Solid Waste

Financial Consideration:

The sanitation vehicles will be purchased from Bond Equipment Company for \$1,757,262.00 through BuyBoard. Funding for this purchase was appropriated in the fiscal 2025-2026 Solid Waste Department Budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new sanitation vehicles from Bond Equipment Company through BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments:

1. Resolution No. 7590
2. BuyBoard Interlocal Participation Agreement
3. Bond Equip Quote X12 Front Load
4. Bond Equip Quote L9-380 Front Load
5. Bond Equip Quote Side Load

RESOLUTION NO. 7590

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF MULTIPLE SANITATION VEHICLES FROM BOND EQUIPMENT COMPANY FOR THE SOLID WASTE 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 Bond Equipment Company through BuyBoard new Sanitation vehicles at a total price of One Million Seven Hundred Fifty-Seven Thousand Two Hundred Sixty-Two Dollars (\$1,757,262.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's Fleet Replacement Fund.

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 20th day of October 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. Term. The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. Termination.
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
 - a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

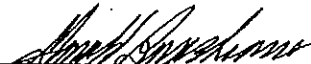
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

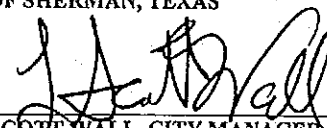
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET

Front 1000

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

PRODUCT PURCHASING BASED ON CONTRACT

Customer		City of Sherman	6/24/2025
Product Description	LH Drive	Battle Motors	LET2 6X4
	Ship to	New Way	Diesel

A. Base Price in Bid/Proposal Number	723-23		\$189,356.00
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B. Published Options *itemize each item below

Double Frame	1594	LH Sentry seat	476
X12 350 R	14132	Adjustable seat shock	168
Block Heater	384	Black Windshield Guard	240
Remote coolant recovery and fill	489	Heated Mirrors	116
Ag Neutral AG	551	Heated spot mirrors	165
Exhaust Diffuser	292	Battery box 3 950 CCA	310
JHMX-460 5.57 disc brakes	8724	Black Windshield Guard	240
Front axle disc brakes	1175	Batt-Disconnect to switch	185
80 Gallon fuel tank	291		
Front bumper Front loader	906		
Tow pins	143	New Way Mammoth FEL	166934
Air horn	798	Freight to New Way	2875
Subtotal column 1	29479	Subtotal column 2	171709

Published Options added to Base Price (Subtotal of Column 1	Column 2)	\$201,188
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C. Subtotal of A+ B	\$390,544
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D. Unpublished Options (Itemize each item below. Not to exceed + 25% of Unpublished)

Alum front wheels	1123	Surcharge	975
Alum rear wheels	3795	Payment after delivery	8000
Center console	590		
Orange seat belts	25		
315/80 Rear Tires	7458		
22K Front suspension	215		
FP HOLD	3400		
Total Column 1	16606	Total Column 2	8975

Unpublished Options added to Base Price (subtotal of Column 1 + 2)	25581
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E. Contract Price Adjustment (if any explain)

F. Total of C + D + E(Not including Buyboard Fee)	\$416,125
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G. Quantity Ordered (Units x F)	1 # of Units	416,125
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H. Buyboard Fee	400	400
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I. Non-Equipment Charges & Credits (ie Ext. Warranty, Trade In, Cost of Factory Trips etc.)	*Cummins Ext Warranty	2620
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*Truck Inspection	0
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2620 ***Per truck
1500 ***Per person

Subtotal non equipment changes

J. TOTAL PURCHASE PRICE INCLUDING (G +H +I)	419,145
---	---------

Bond Equipment Company Inc.	Andy Bond
2946 Irving Blvd	214-637-0760
Dallas, TX 75247	

*Cummins Extended warranty per truck \$2620

*Truck inspection per person \$1500

Front load

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

PRODUCT PURCHASING BASED ON CONTRACT

Customer	City of Sherman	7/18/2025
Product Description	Battle Motors	LE12 6X4
LH Drive	New Way	Diesel
Ship to		

A. Base Price in Bid/Proposal Number	723-23	\$189,356.00
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B. Published Options *itemize each item below)

L9-380 Cummins	5204	LH Sentry seat	476
Double Frame	1594	Adjustable seat shock	168
Block Heater	384	Black Windshield Guard	240
Coolant Fill	489	Heated Mirrors	116
Ag Neutral AG	551	4-Spot Mirror	163
HMX 460	3342	Battery box 3 950 CCA	310
80 Gallon fuel tank	291	Black Windshield Guard	240
Front bumper Front loader	906	Batt-Disconnect to switch	185
Tow Pins	143		
Tow Loops	333		
Air Horn	798	New Way Mammoth FEL	184816
		Freight to New Way	2875
Subtotal column 1	14035	Subtotal column 2	189589

Published Options added to Base Price (Subtotal of Column 1 Column 2)	\$203,624
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C. Subtotal of A+ B	\$392,980
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D. Unpublished Options (Itemize each item below. Not to exceed + 25% of Unpublished)

Alum front wheels	1123	Surcharge	975
Alum rear wheels	3795	Payment after delivery	8000
Center console	590		
Orange seat belts	25		
315/80 Rear Tires	7458		
22K Front suspension	215		
Total Column 1	13206	Total Column 2	8975

Unpublished Options added to Base Price (subtotal of Column 1 + 2)	22181
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E. Contract Price Adjustment (if any explain)

F. Total of C + D + E(Not including Buyboard Fee)	\$415,161
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G. Quantity Ordered (Units x F)	1 # of Units	415,161
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H. Buyboard Fee	400	400
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I. Non-Equipment Charges & Credits (ie Ext. Warranty, Trade In, Cost of Factory Trips etc.)	*Cummins Ext Warranty	2620
---	-----------------------	------

2620 ***Per truck

*Truck Inspection	0
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Subtotal non equipment changes

J. TOTAL PURCHASE PRICE INCLUDING (G +H +I)	418,181
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Bond Equipment Company Inc.	Andy Bond
2946 Irving Blvd	214-637-0760
Dallas, TX 75247	

*Cummins Extended warranty per truck \$2620

Side load

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

PRODUCT PURCHASING BASED ON CONTRACT

Customer		City of Sherman		6/24/2025
Product Description	Dual Drive	Battle Motors	LET2 6X4	Diesel
	Ship to	New Way		

A. Base Price in Bid/Proposal Number	723-23			\$189,356.00
--------------------------------------	--------	--	--	--------------

B. Published Options *itemize each item below)

Double Frame	1594	Interaxle controls/buzzer	34
X12 380R	15273	Batt-Disconnect to switch	185
Block Heater	384	LH Sentry seat	476
Remote coolant recovery and fill	489	RH Sentry Seat	369
HMX 460	3342	Adjustable seat shock	168
D46-170	1350	Adjustable seat shock	168
80 Gallon fuel tank	291	Heated remote mirrors	825
Tow pins	143	Spot Mirrors	86
Dual Drive	6385	Marker lts w/ disconnect	138
ADAS	1212	Battery box 3 950 CCA	310
Air horn	798		
Disable radio in reverse	134		
Diff lock controls w buzzer	391	31 yard sidewinder	204496
DCDL Tandem	1118	New way	2875
Subtotal column 1	32904	Subtotal column 2	210130

Published Options added to Base Price (Subtotal of Column 1	Column 2)	\$243,034
---	------------	-----------

C. Subtotal of A+ B	\$432,390
---------------------	-----------

D. Unpublished Options (Itemize each item below. Not to exceed + 25% of Unpublished)

Orange seat belts	25	Surcharge	975
Heated DV2 valve	182	Payment after delivery	8000
Alum front wheels	1123		
Alum rear wheels	3795		
315/80 Rear Tires Tandem	7458		
FP HOLD	3200		
Total Column 1	15783	Total Column 2	8975

Unpublished Options added to Base Price (subtotal of Column 1 + 2)	24758
--	-------

E. Contract Price Adjustment (if any explain)

F. Total of C +D + E(Not including Buyboard Fee)	\$457,148
--	-----------

G. Quantity Ordered (Units x F)	2 # of Units	914,296
---------------------------------	--------------	---------

H. Buyboard Fee	400	400
-----------------	-----	-----

I. Non-Equipment Charges & Credits (ie Ext. Warranty, Trade In, Cost of Factory Trips etc.)	*Cummins Ext Warranty	5240
---	-----------------------	------

2620 ***Per truck

	*Truck Inspection	0
--	-------------------	---

1500 ***Per person

Subtotal non equipment changes

J. TOTAL PURCHASE PRICE INCLUDING (G +H +I)	919,936
---	---------

Bond Equipment Company Inc.	Andy Bond
2946 Irving Blvd	214-637-0760
Dallas, TX 75247	

*Cummins Extended warranty per truck \$2620

*Truck inspection per person \$1500



City Council Regular Meeting

Agenda Item No. G.1.

Meeting Date: 10/20/2025

Prepared By: Nic Emmons, Assistant Police Chief

Approved By: Zachary Flores, Acting City Manager

Caption:

*** Request to Advertise**

Request for Proposals for Animal Services Security Fence and Access Control System

Issue:

Approval of a request to advertise for proposals for the construction of a security fence and access controlled gates at Animal Services.

Background:

Sherman Animal Services is requesting permission to advertise for the construction of a security fence. The project will construct a 6' pressed point iron fence and install access control systems on two vehicle gates. The project also removes several hundred feet of chain link fence, making an open public area for parking, while securing the animals and facilities.

Capital Improvement Program:

Origination:

Sherman Police Department

Financial Consideration:

The Project is estimated to be less than \$160,000 and funding was approved in the FY 2026 Capital Improvement Fund. Advertising costs are estimated to be about \$200.00.

Staff Recommendation:

Staff recommends the City Council approve this request to advertise for the Animal Services Security Fence project.

Alternatives:

As may be directed by the City Council

Attachments:

None



SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. H.1.

Meeting Date: 10/20/2025

Prepared By: Shawn Hackworth, IT Manager

Approved By: Zachary Flores, Acting City Manager

Caption:

*** Payment authorization**

Authorizing Purchase from SoftwareOne of the Annual Renewal of Microsoft Enterprise Agreement for Licenses including Office 365 and SQL Server through TIPS Purchasing Cooperative Contract

Issue:

Renewing Microsoft Enterprise Agreement for Microsoft 365 and SQL Servers

Background:

Renewal of Microsoft services

Capital Improvement Program:

Origination:

IT Department

Financial Consideration:

Funds are budgeted in FY25-26. Cost is annual charge of \$232,167.66. Purchase from SoftwareOne through TIPS Purchasing Cooperative Contract

Staff Recommendation:

Approval

Alternatives:

Attachments:

1. ProformaInvoice



City of Sherman
Shawn Hackworth
PO Box 1106
SHERMAN, TX 75091

Date	11/12/2025
Customer No.	US-SCU-148247
PO No.	25-01167
External Document No.	TIPS 210101
Your Reference	Annual Billing Yr 2 (OG)
Account Manager	Phillip Bushman
Your Contact Person	Nonprofit Us
E-Mail	nonprofit.us@softwareone.com
Our Tax ID	39-1501504

Proforma Invoice US-SCO-1645552

Invoice Address

City of Sherman
PO Box 1106
SHERMAN, TX 75091

Shipping Address

City of Sherman
Municipal Building
Shawn Hackworth
405 N Rusk St
SHERMAN, TX 75090

License Address

City of Sherman
PO Box 1106
SHERMAN, TX 75091

Pos. No.	Description			Start Date		Version		Amount	
				End Date	OS	Lic. Metrics	OS		
		Manufacturer	Disc-Lev.	Format	Lic. Model	Lic. Metrics	Qty.	Unit Price Sales Tax	(USD)
Contract TIPS 210101									
EA 86863647									
Coverage 11.01.2025 - 10.31.2026									
Year 2									
10	3KS-00001	O365 F3 GCC Sub Per User			11/01/2024	NON-SPEC/AL			
		Government Monthly Subscription Add Prod			10/31/2027	Non-Specific			
		Microsoft	LEVEL D	SUB	IEA ADD G		100	38.76 0.00	3,876.00
20	7MS-00001	Project P3 GCC Sub Per User			11/01/2024	NON-SPEC/AL			
		Government Monthly Subscription Add Prod			10/31/2027	Non-Specific			
		Microsoft	LEVEL D	SUB	IEA ADD G		5	286.68 0.00	1,433.40
30	7NQ-00292	SQL Server Standard Core 2 Lic Core Lic			11/01/2024	NON-SPEC/AL			
		Government 1 Year SA Add Prod			10/31/2027	Non-Specific			
		Microsoft	LEVEL D	MNT	IEA ADD G		17	670.46 0.00	11,397.82
40	AAD-34704	M365 G3 Unified FUSL GCC Sub Per User			11/01/2024	NON-SPEC/AL			
		Government Monthly Subscription Add Prod			10/31/2027	Non-Specific			
		Microsoft	LEVEL D	SUB	IEA ADD G		290	403.92 0.00	117,136.80

SoftwareOne, Inc.

320 E Buffalo St, Suite 200
Milwaukee, WI 53202
USA

Phone: +800 444 9890
Fax: +262 317 5554
Email: info.us@softwareone.com
Web: www.softwareone.com



Proforma Invoice US-SCO-1645552

		Description				Start Date	Version				
						End Date	OS				
Pos.	No.	Manufacturer	Disc-Lev.	Format		Lic. Model	Lic. Metrics	Qty.	Unit Price	Sales Tax	Amount (USD)
50	AAD-63092	M365 F3 Unified GCC Sub Per User				11/01/2024	NON-SPEC/AL				
		Government Monthly Subscription				10/31/2027	Non-Specific				
		Microsoft	LEVEL D	SUB		IEA ADD G		237	87.72	0.00	20,789.64
60	NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on				11/01/2024	NON-SPEC/AL				
		Monthly Subscription				10/31/2027	Non-Specific				
		Microsoft	LEVEL D	SUB		IEA		617	0.00	0.00	0.00
70	P3U-00001	VisioPlan2GCC ShrdSvr ALNG SubsVL MVL PerUsr				11/01/2024	NON-SPEC/AL				
		Government Monthly Subscription Add Prod				10/31/2027	Non-Specific				
		Microsoft	LEVEL D	SUB		IEA ADD G		7	143.88	0.00	1,007.16
80	918-00004	M365 F5 Security GCC Sub Add-on				11/01/2024	NON-SPEC/AL				
		Monthly Subscription				10/31/2027	Non-Specific				
		Microsoft	LEVEL D	SUB		IEA ADD G		237	87.72	0.00	20,789.64
90	8ZZ-00001	M365 G5 Security GCC Sub Per User				11/01/2024	NON-SPEC/AL				
		Government Monthly Subscription Add Prod				10/31/2027	Non-Specific				
		Microsoft	LEVEL D	SUB		IEA ADD G		290	134.64	0.00	39,045.60
100	AAL-45735	M365 G5 GCC Sub Per User				11/01/2024	NON-SPEC/AL				
		Government Monthly Subscription Add Prod				10/31/2027	Non-Specific				
		Microsoft	LEVEL D	SUB		IEA ADD G		5	639.60	0.00	3,198.00
110	EP2-24658	M365 Copilot GCC Sub Add-on				11/01/2024	NON-SPEC/AL				
		Government Monthly Subscription				10/31/2027	Non-Specific				
		Microsoft	LEVEL D	SUB		IEA GOV		10	382.56	0.00	3,825.60
Additional Items											
120	AAD-63094	M365 F3 Unified GCC SU O365 F3 Sub Per User				11/01/2024	NON-SPEC/AL				
		Government Monthly Subscription				10/31/2027	Non-Specific				
		Microsoft	LEVEL D	SUB		IEA GOV		100	48.96	0.00	4,896.00
130	918-00004	M365 F5 Security GCC Sub Add-on				11/01/2024	NON-SPEC/AL				
		Monthly Subscription				10/31/2027	Non-Specific				
		Microsoft	LEVEL D	SUB		IEA ADD G		100	87.72	0.00	8,772.00

Total USD excl. Tax	236,167.66
Tax	0.00
Total USD incl. Tax	236,167.66

Tax Amount Specification

Tax Identifier	Tax %	Line Amount	Inv. Disc. Base	Inv. Disc. Amount	Tax Base	Tax Amount
	0.00	236,167.66	236,167.66	0.00	236,167.66	0.00

SoftwareOne, Inc.

320 E Buffalo St, Suite 200
Milwaukee, WI 53202
USA

Phone: +800 444 9890
Fax: +262 317 5554
Email: info.us@softwareone.com
Web: www.softwareone.com



Proforma Invoice US-SCO-1645552

					Start Date	Version			
Description					End Date	OS	Amount		
Pos. No.	Manufacturer	Disc-Lev.	Format	Lic. Model	Lic. Metrics	Qty.	Unit Price	Sales Tax	(USD)
Total	236,167.66	236,167.66	0.00	236,167.66	0.00				

Payment Terms 30 Days net

Bank Information HSBC-USD, USA-14203 Buffalo, BLZ , Acc. No.: 000255319

Rtg. No.: 021001088, SWIFT: MRMDUS33

View or place within PyraCloud: <https://v1.client.softwareone.com/portal/Orders/DocumentDetail/US/US-SCO-1645552>

SoftwareOne, Inc.

320 E Buffalo St, Suite 200
Milwaukee, WI 53202
USA

Phone: +800 444 9890
Fax: +262 317 5554
Email: info.us@softwareone.com
Web: www.softwareone.com

*Information about data protection at SoftwareOne and how we may use personal data and your rights are available here: <https://www.softwareone.com/en/privacy-statement>



City Council Regular Meeting

Agenda Item No. I.1.

Meeting Date: 10/20/2025

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Zachary Flores, Acting City Manager

Caption:

CHANGE ORDER NO. 1

Approving the Greater Texoma Utility Authority's Intention to Approve Change Order No. 1 to the Sherman WTP - LAS and Rapid Mix Improvements Project

Issue:

To consider approving the Greater Texoma Utility Authority's intention to approve Change Order No. 1 to the Sherman WTP - LAS and Rapid Mix Improvements Project

Background:

Prior to significant industrial users (SIU's) announcing their intention to expand in Sherman, engineering estimates to rehab the Sherman conventional water treatment plant came in at approximately \$50,000,000 to retain 10 MGD of treatment capacity. When the SIU's made their decision to operate in Sherman, and based on their estimated needs and schedule, the decision was made to not reinvest in conventional treatment but utilize those funds for the membrane treatment expansion to meet the projected needs.

The original plan called for allowing the conventional treatment plant to operate as long as possible with minimal investment required cannibalizing hard to find and/or obsolete parts from the other equipment. As the timelines and needs became clearer, the question of when to fund a new Ultra-Filtration with Reverse Osmosis (UF/RO) membrane plant expansion became a critical financial decision for the City in the estimated amount of \$290 million. This in turn forced the decision to re-invest / rehabilitate the 10-MGD existing conventional plant.

By that time, the old conventional plant had lost substantial treatment capacity due to the salvaging of parts. The rehabilitation became a high priority project and to minimize the cost, WTP personnel agreed to manage the project in-house to save construction costs. Funding was provided by GTUA with a budget of \$20,000,000.

Initially, the rehab was deemed an emergency project. The existing Electro-Dialysis Reversal, or EDR, and existing Motor Control Center (MCC) equipment was obsolete and was not reusable for the rehab. The lead time for replacement MCC was 80+ weeks. Because the lead time would take the rehab far beyond the expected completion date, the decision was made to order the equipment asap. The MCC was ordered from H & H Electrical Contractors as a member of BuyBoard, contract #770-25. This purchase does meet the requirements for council approval and is submitted as a change order to this existing rehabilitation project.

It is projected the new 10-MGD EDR system, rehabilitated sand filters, rehabilitated flocculation and sedimentation basins, new chemical feed facilities will carry the old conventional treatment plant into the next 20-years for service. The electrical system MCC now requires council approval to ensure it will also last the next 20-years.

Capital Improvement Program:

23-067

Origination:

Engineering Department

Financial Consideration:

Funding needed for Change Order No. 1 is \$226,185.19 which is a 4.84% increase to the original \$4,671,700.00 contract, and will be provided through the GTUA Open Market Bond funds.

Staff Recommendation:

It is recommended that the City Council approve the Greater Texoma Utility Authority's intention to approve Change Order No. 1 to the Sherman WTP - LAS and Rapid Mix Improvements Project

Alternatives:

As may be directed by the City Council

Attachments:

1. Change Order 1 LAS Rapid Mix
2. Location Map

CHANGE ORDER NO.: 1

Owner: GTUA on behalf of City of Sherman Owner's Project No.: 2024-04
 Engineer: Garver Engineer's Project No.: 21W05325
 Contractor: Red River Construction Co. Contractor's Project No.: 371
 Project: Sherman WTP – LAS and Rapid Mix Improvements Project
 Contract Name:
 Date Issued: 10/6/2025 Effective Date of Change Order: 10/6/2025

The Contract is modified as follows upon execution of this Change Order:

Description:

Add \$226,185.19 to the Contract Price to provide for the completed Work of replacing three (3) Motor Control Centers at the Sherman WTP.

Attachments: PCM #6 – MCC Removal & Replacement

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 4,671,700.00	Original Contract Times: Substantial Completion: February 15, 2025 Ready for final payment: April 15, 2025
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ N/A	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: \$ 4,671,700.00	Contract Times prior to this Change Order: Substantial Completion: February 15, 2025 Ready for final payment: April 15, 2025
Increase this Change Order: \$ 226,185.19	[Increase] [Decrease] this Change Order: Substantial Completion: 0 Days Ready for final payment: 0 Days
Contract Price incorporating this Change Order: \$ 4,897,885.19	Contract Times with all approved Change Orders: Substantial Completion: February 15, 2025 Ready for final payment: April 15, 2025

Recommended by Engineer (if required)

By: Lane Kount

Title: Senior Project Manager

Date: 9/25/2025

Authorized by Owner

By:

Title:

Date:

Accepted by Contractor

Steve Summerhays

Senior Project Manager

9/25/2025

Approved by Funding Agency (if applicable)

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.

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DESCRIPTION OF PROPOSED CONTRACT MODIFICATION #6A

Project: <u>Sherman WTP LAS & Rapid Mix Improvements</u>	PROJECT NUMBER
OWNER: <u>City of Sherman, Texas</u>	
CONTRACTOR: <u>RED RIVER CONSTRUCTION CO.</u>	<u>371</u>
ENGINEER: <u>Garver</u>	<u>21W05325</u>
REFERENCE: <u>MCC Removal & Replacement</u>	<u>Sep. 25, 2025</u>

The Contractor proposes to make the following additions, modifications, or deletions to the Work described in the Contract Documents:

The cost to remove 3 MCC's for a total of 11 sections and supply and install 11 new MCC sections is as follows:

1 LS	MCC Removal & Replacement	\$212,231.00	\$212,231.00
		Subtotal:	\$212,231.00
5%	Contractors Fee		\$10,611.55
1.5%	Bond Fee		\$3,342.64
		TOTAL:	\$226,185.19

PCM Total: \$226,185.19

Additional Time Requested: 0 Calendar Days

Prepared by Red River Construction Co., Inc.

By: Steve Summerkamp
Steve Summerkamp, Project Manager

H&H ELECTRICAL CONTRACTORS, INC.

8475 County Rd. 271, Terrell, Tx 75160
Office # (972) 524-0205 Cell # (214) 729-7977
E-Mail: terrytpcelec@aol.com
TDLR ELECTRICAL CONTRACTOR # 17190

September 22, 2025

Bid Date:

Bid Time: 3:00 P.M.

Bid Proposal:
SHERMAN WTP-MCC REMOVAL/MCC REPLACEMENT
Sherman, Texas

To: City of Sherman

We appreciate the opportunity to quote this project. Our scope of work shall include labor and materials as follows:

Electrical Service

- REMOVE THREE (3) MOTOR CONTRL CENTERS, TOTAL OF ELEVEN (11) SECTIONS.
- DE-TERMINATED ALL CABLE AND LABELING.
- SET NEW MOTOR CONTROL CENTERS AND RE-TERMINATE ALL CABLES.
- SUPPLY ELEVEN NEW MCC SECTIONS FURNISHED BY EATON.
- DRAWINGS 16-18 WEEKS.
- DELIVERY 60-62 WEEKS.

Any work not listed above will be additional to this bid

Our price for the above work is as follows:

Bid Item 1, Complete **\$ 212,231.00**

Bond Adder – 1.8%

- Workers comp., Liability insurance, and Auto insurance per contract requirements
- License and permits as required
- One-year warranty on all materials supplied by H&H Electrical Contractors, Inc.
- This quote is valid for 30 days with a letter of intent to award within 14 days
- Invoices shall be progressive and include payment for materials and services provided
- All payments are due net 30

Thanks again,

Terry Clement
North Texas Area Manager
terrytpcelec@aol.com
972-524-0205 Office
214-729-7977 Cell

If there are any questions, please do not hesitate to call.

Signature of authorized personal below shall constitute commitment of payment for materials and labor incorporated into this project.

Proceed with order.

Approved by Corporation, District, or Municipality_____

Replace Existing Motor Controls in
Chemical Feed Room to be in new
Electrical Room

Water Treatment Plant

New Rapid Mix Vault, New Yard
Piping to Preoxidation Basin - to
Flocculation / Sedimentation Basins,
Electrical, Injection Systems

Cima Rd



0 100 200 400
Feet

Maxar, Microsoft, Esri Community
OpenStreetMap, Microsoft, Esri, HE

Sherman
CLASSIC TOWN. BROAD HORIZON.



SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. J.1.

Meeting Date: 10/20/2025

Prepared By: Nate Strauch, Community and Support Services Manager

Approved By: Zachary Flores, Acting City Manager

Caption:

other business

Receive Update on Projects in the City

Issue:

Receive update on projects in the city

Background:

City staff provides three updates each year on public and private projects in the city, using the City's drone, Sherman III. The next update will be in February.

Capital Improvement Program:

No

Origination:

Communications Manager Nate Strauch

Financial Consideration:

None

Staff Recommendation:

None

Alternatives:

Close your eyes

Attachments:

None



City Council Regular Meeting

Agenda Item No. K.1.

Meeting Date: 10/20/2025

Prepared By: Tasheena Taylor, Records & Information Coordinator

Approved By: Zachary Flores, Acting City Manager

Caption:

BOARD/COMMISSION APPOINTMENT

Sherman Housing Authority (1)

Issue:

Kyle Royal has resigned from the Board effective September 4, 2025. There are three other applicants for service on this board, Wendy Vellotti, Evan Martin and Zach Hefton.

Background:

The Sherman Housing Authority Board oversees the actions of the Housing Authority, suggests plans, and sets policy and procedures for the Authority.

Capital Improvement Program:

N/A

Origination:

City Clerk's Office

Financial Consideration:

There is no financial consideration

Staff Recommendation:

Staff recommends the appointment of Zach Hefton.

Alternatives:

Council may appoint Wendy Vellotti or Evan Martin instead.

Attachments:

1. Housing Authority Board Fact Sheet
2. Sherman Housing Authority Roster_Detailed
3. 2025-09-04 Resignation - Kyle Royal
4. Applicant List for Housing Authority (2)
5. Evan Martin Board Application
6. Wendy Vellotti Board Application
7. 2025-09-30 Zach Hefton



City Council Regular Meeting

Agenda Item No. K.2.

Meeting Date: 10/20/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

BOARD/COMMISSION APPOINTMENT

Historical Preservation Board (1)

Issue:

The Historical Preservation Board promotes the educational, cultural, economic, and general welfare of Sherman by preserving and protecting the historic or architecturally worthy houses and other buildings located within the district. With Council approval, they regulate the alterations, demolition, construction, reconstruction, remodeling or modifications of buildings in the Historical Preservation District.

Background:

Membership of this Board consists of one Planning and Zoning Commission Member; an architect or design person with practical experience, knowledge, or interest in the architecture of the period; one with an interest in the history and heritage of Sherman; and two with an interest in total development of the City.

Clay Mahone was the Planning and Zoning representative on the Historical Board and has since resigned. Council needs to reappoint a new member of the Historical Board from the P&Z commission to replace Clay.

Staff recommends Council appoint Glenn Whitaker as the P&Z representative on the Historical Board.

Capital Improvement Program:

n/a

Origination:

Development Services

Financial Consideration:

none

Staff Recommendation:

It is recommended that the City Council appoint Glenn Whitaker to the Heritage Row Historical Board.

Alternatives:

The alternative is to delay appointment to the Board.

Attachments:

None

2025

Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	6	7	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

[illegible]