CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, DECEMBER 1, 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 JUSTON DOBBS

A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 17, 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

Special Presentations

D.1. SPECIAL PRESENTATION

Receive Special Presentation from the Texas Department of Transportation

Public Hearing

E.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6903

Extending the Corporate Limits of Said City so as to Annex an Area of Land Consisting of Approximately 234.484 acres of Land Located Near the Corner of FM 697 and SH 11 Adjacent to the Sherman City Limits and in the City of Sherman's Extraterritorial Jurisdiction, on Application of the Landowner; Providing that the Owners and Inhabitants of the Subject Area of Land shall be Entitled to the Rights and Privleges of Other Citizens of the City of Sherman and Shall be Bound by the Acts and Ordinances now in Effect and hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280; Providing a Savings/Repealing Clause, Severability Clause and an Effective Date; and Providing for the Publication of the Caption hereof

E.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6904

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 212.1 acres being a part of John Kitchen Survey, Abstract No.673 and a part of the Robert Thompson Survey, Abstract No. 1200, City of Sherman, Grayson County, Texas, Located in the 2000 Block East Ida Road and 3501-3701 Block South Dewey Avenue, Heretofore Zoned R-A (Residential Agriculture) District; Rezoning and Placing the Tract in the PD (Planned Development) of Post Oak Village Zoning Classification,

Austin College (Owner), Robert E. Tesch (Applicant), Pape Dawson (Engineer) and Copley Land Surveying (Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date; Finding And Determining That The Meeting At Which This Ordinance Is Passed Was Noticed And Is Open To The Public As Required By Law

Close Public Hearing and Consider Adoption of Ordinances

F.1. CLOSE PUBLIC HEARING
Consider Adoption of Ordinances 6903 and 6904

Resolutions

G.1. RESOLUTION NO. 7601
Expressing Support for the Low Income Housing Tax Credit Application of Ridgeview Apartment Concerning the Property Located at 1800 W. Washington in Sherman, Texas, for the year 2025

G.2. RESOLUTION NO. 7602
Awarding a Bid to and Authorizing Execution of a Contract with SYB Construction Co., Inc. Based on an Invitation to Bid for the Lamberth Road Drainage Improvements Phase II From Cornerstone Dr to US Highway 75

G.3. ** RESOLUTION NO. 7603*
Authorizing Execution of a Contract Between Tex-Oma Builders Supply Co. and the Greater Texoma Utility Authority Based on Procurement Through TIPS Cooperative Purchasing for the La Cima Door Project

G.4. ** RESOLUTION NO. 7604*
Awarding a Bid to and Authorizing Execution of Contracts with Multiple Vendors for An Annual Supply of Additional Wastewater Chemicals for the Sherman Wastewater Treatment Plant

G.5. ** RESOLUTION NO. 7605*
Casting Votes to Elect a Candidate to Serve as a Member of the Grayson Central Appraisal District Board of Directors

Payment Authorization

H.1. * PAYMENT AUTHORIZATION
Authorizing Payment of $133,120.76 for the Annual Renewal of Computer Aided Dispatch and Record Management System for Animal Control, Police, and Fire

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:

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.

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

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.

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) Planning and Zoning Commission (1) and Alternates (2)

b) Animal Control Advisory Committee (3)

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

COUNCIL CALENDAR

L.1.

Council Calendar

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on or before Sunday, November 23rd at 11:59 p.m., and said time of posting was three business days before said meeting was convened or called to order.

Dated this 23rd day of November 2025. City of Sherman, Texas

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

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

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

People - Quality - Image

ACTION MINUTES

The City Council of the City of Sherman held a regular meeting on Monday, November 17, 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 00:08:10

Mayor Shawn Teamann called the meeting to order at 5:00pm

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 MAYOR SHAWN TEAMANN.

Bookmarked at 00:08:16

A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 3, 2025

Bookmarked at 00:09:20
The City Council reviewed the minutes of the Regular City Council Meeting of November 3, 2025. Motion by Council Member Howeth to approve the Minutes as written. Second by Council Member Holland. All present voted AYE.

Declare Results of the November 4, 2025 Regular Municipal Elections

Bookmarked at 00:09:47

RACES	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Council Member, District 1			
Clay Barnett	953	828	1,810
Sandra Melton	529	636	1,179
Council Member, District 3			
Pamela Howeth	1,138	1,110	2,281

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

CANVASS OF ELECTION RETURNS

C.1. RESOLUTION NO. 7593

Canvassing the Election Returns of the November 4, 2025 General Election for the Purpose of Electing Two Members of the City Council of the City of Sherman (District No. 1 and District No. 3) to Fill Expiring Terms; Declaring the Results of the Election for the Offices of Council Member District No. 1 and District No. 3

Bookmarked at 00:09:54

Council Member Stevenson made a motion to approve resolution no. 7593. Second made by Council Member Holland.

VOTING AYE: TEAMANN, DOBBS, HOWETH, HOLLAND, STEVENSON, MARROQUIN AND BARNETT
VOTING NAY: NONE.
MOTION CARRIED.

Oath of Office

Bookmarked at 00:11:29

Deputy Mayor Election

Bookmarked at 00:14:15

Council Member Steveson made a motion to appoint Council Member Marroquin as Deputy Mayor. Second made by Council Member Barnett.

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

VOTING NAY: NONE.

MOTION CARRIED.

Citizen Comments

F.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.

Bookmarked at 00:15:11

1.2 Ordinance No. 6889

Bookmarked at 00:34:26

I.12. Ordinance No. 6899

Bookmarked at 00:36:48

Consent Agenda

G.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

Bookmarked at 00:16:27

Council Member Barnett made a motion to approve consent agenda. Second made by Council Member Sevenson.

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

VOTING NAY: NONE.

MOTION CARRIED.

Special Presentations

H.1. SPECIAL PRESENTATION

Sherman Parks and Recreation received several awards through TRAPs, top 3 Municipal Excellence finalist at TML, and recognition in a national publication for playground design.

Bookmarked at 00:17:01

Public Hearing

Bookmarked at 00:22:00

I.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6888

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.1286 Acres, Being A Part Of W. Elliott's Addition, George B. Pilant Survey, Abstract No. 963, Lot 15 And The South 15 Feet Of Lot 14, Block 9, City Of Sherman, Grayson County, Texas, Located At 702 South Throckmorton Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-4 (Patio Home Residential) District Zoning Classification, Wright Construction & Development LLC (Owner) And Copley Land Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Reading - Bookmarked at 00:23:39

Discussion - Bookmarked at 00:26:44

I.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6889

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Schools; Elementary, High, College And Universities, Public, Private, Or Denominational In A MF-30 (Multi-Family Residential) District, Located At 818 South Travis Street, Consisting Of 0.487 Acres Being Lot 10, Block 4, Of Hare And Randolph's Addition, City Of Sherman, Grayson County, Texas Jermey Parnell (Owner), Felicitas Smith (Applicant) And Kate A. Wagner (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

Reading - Bookmarked at 00:23:54

Discussion - Bookmarked at 00:26:53

I.3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6890

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 11.79 Acres Being Part Of G.B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas, Located In The 1601 Block South Willow Street, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The PD (Planned Development) District Zoning Classification, With A Base Zoning Of R-TH (Townhome Residential) District Classification, Equity Trust Co Custodian FMO Marius Meintjes Ira (Owner), And Bryan Weisgerber (Representative/Engineer), 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

Reading - Bookmarked at 00:24:03

Discussion - Bookmarked at 00:27:05

I.4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6891

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.1814 Acres Being Lot 5, Block 8, College Park Addition, City Of Sherman, Grayson County, Texas, Located At 820 North Harrison Avenue, Heretofore Zoned R-6 (Single Family Residential) District/College Park Overlay Rezoning And Placing The Tract In The R-2F (Duplex Residential) District/College Park Overlay District Zoning Classification, Rosalba Gomez (Owner) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Reading - Bookmarked at 00:24:11

Discussion - Bookmarked at 00:27:19

I.5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6892

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 1.550 Acres Being Lot 5, Oaks Of Norwood, City Of Sherman, Grayson County, Texas, Located At 2217 Norwood Street, Heretofore Zoned MF-30 (Multifamily Residential) District Rezoning And Placing The Tract In The R-6 (Single Family Residential) District Zoning Classification, Monique Wakefield (Owner) 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

Reading - Bookmarked at 00:24:30

Discussion - Bookmarked at 00:27:45

I.6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6893

Amending Sherman’s Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 6792, And Granting A Specific Use Permit To Allow Hotel Or Motel In A C-1 (Retail Business) District Located At 2105 Texoma Parkway, Consisting Of 8.441 Acres Being In The Smith Mcglothlin Survey, Abstract No. 808 And The J.B. Mcanair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas Nilesh Golakia (Owner) And Bluestar 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

Reading - Bookmarked at 00:24:36

Discussion - Bookmarked at 00:27:53

I.7. INTRODUCTION AND PUBLIC HEARING ORDINANCE NO. 6894

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.328 Acres Being Part Of Samuel Blagg Survey, Abstract No. 56 And Being Proposed Lots 1 And 2, 1432 South Elm Street Addition, City Of Sherman, Grayson County, Texas, Located At 1432 South Elm

Street, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The R-2F (Duplex Residential) District Zoning Classification, Timothy And Susan Marrs (Owner), Sriram Kothandan (Applicant), 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

Reading - Bookmarked at 00:24:46

Discussion - Bookmarked at 00:28:31

I.8. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6895**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.128 Acres Being Part Of Samuel Blagg Survey, Abstract No. 56, And Being Proposed Lot 3, 1432 South Elm Street Addition, City Of Sherman, Grayson County, Texas, Located At 1432 South Elm Street, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The R-4 (Patio Home Residential) District Zoning Classification, Timothy And Susan Marrs (Owner), Sriram Kothandan (Applicant), 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

Reading - Bookmarked at 00:24:53

Discussion - Bookmarked at 00:28:40

I.9. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6896**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Warehousing With Outdoor Storage In A C-2 (General Commercial) District, Located At 4900 Block North FM 1417 (Heritage Parkway), Consisting Of 18.368 Acres Being In The Alfred Hume Survey Addition, Abstract No. 522, City Of Sherman, Grayson County, Texas Sherman 1417 Industrial, LLC (Owner), Alison Rutherford (Applicant) And Eagle 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

Reading - Bookmarked at 00:24:59

Discussion - Bookmarked at 00:29:04

I.10. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6897**

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 10 (Subdivision Regulation); Modifying Regulations Relating To Open Space Requirements For Certain Subdivisions; Providing A Penalty Clause With A Maximum Fine Of $2,000, Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of The Caption Hereof;

Reading - Bookmarked at 00:25:09

Discussion - Bookmarked at 00:29:38

I.11. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6898**

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 14 (Zoning Ordinance), Article 14.01 (General Provisions), Article 14.02 (Zoning Districts), Article 14.04 (Supplementary District Regulations), Article 14.06 (Development Procedures) And Article 14.08 (Definitions); Modifying Certain Existing Regulations And Prescribing New Regulations Related To Interpretation, Usable Open Space Requirements, Architectural And Building Requirements, Minimum Requirements For Lot Area, Width And Setbacks, Garage Requirements, Infill Development, Site Plan Requirements And Definition Of The Term "Dwelling, Townhome"; Providing A Penalty Clause With A Maximum Fine Of $2,000, Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of The Caption Hereof

Reading - Bookmarked at 00:25:21

Discussion - Bookmarked at 00:30:10

I.12. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6899**

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 14 (Zoning Ordinance), Article 14.08 (Definitions) And Article 14.10 (Use Chart); Prescribing New Regulations Relating To The Land Uses Of Massage Establishments, Truck Stops, Household Care Facilities And Donation Boxes; Defining Terms; Providing A Penalty Clause With A Maximum Fine Of $2,000, Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of The Caption Hereof

Reading - Bookmarked at 00:25:46

Discussion - Bookmarked at 00:31:04

I.13. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6900**

Amending the Composition of the Board of Directors for the Sherman, Texas, Tax Increment Reinvestment Zone Number Eight, City of Sherman, Texas, Established Pursuant to Chapter 311 of the Texas Tax Code; Amending Ordinance No. 6476, Previously Approved by the City Council on May 2, 2022; Providing a Repealer Clause, Severability Clause and an Effective Date.

Bookmarked at 00:32:02

I.14. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6901**

Abandoning one (1) 10-Foot Utility Easement Located in Lots 1 through 3 of North Creek Addition, Section Four and Lot 4R of North Creek Addition, Section Five, Being More Particularly Described in the Exhibit "A" Attached Hereto and Made a Part Hereof for all Purposes, which Utility Easement is Established in Instrument No. 2019-118 and further shown in Instrument No. 2021-28, Plat Records, Grayson County, Texas

Bookmarked at 00:32:58

I.15. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6902**

Establishing Maximum, Reasonable and Prudent Rates of Speed on Certain Portions FM 1417 in the City of Sherman; Repealing all Ordinances and Parts of Ordinances in Conflict Herewith; Providing for a Penalty Clause with a maximum Fine of $,000; Providing Severabiity, repealing Clauses; Setting and Effective Date; and Declaring an Emergency

Bookmarked at 00:33:36

Close Public Hearing and Consider Adoption of Ordinances

J.1. **CLOSE PUBLIC HEARING**

Consider Adoption of Ordinances 6888, 6889, 6890, 6891, 6892, 6893, 6894, 6895, 6896, 6897, 6898, 6999, 6900, 6901 & 6902.

Bookmarked at 00:41:17

I.12 ORDINANCE NO 6899

Bookmarked at 00:44:23

Council Member Stevenson made a motion to approve Ordinance No. 6899. Second made by Council Member Barnett.

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

VOTING NAY: NONE.

MOTION CARRIED.

I.2. ORDINANCE NO 6889
Bookmarked at 00:46:02

Council Member Dobbs made a motion to approve Ordinance No. 6889. Second made by Council Member Stevenson

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

VOTING NAY: NONE.

MOTION CARRIED.

I.10, I. 11, I. 13, I. 14 & I. 15 ORDINANCE NOS 6897, 6898, 6900, 6901 & 6902
Bookmarked at 00:47:40

Council Member Barnett made a motion to approve Ordinance Nos. 6897, 6898, 6900, 6901 & 6902. Second made by Council Member Stevenson.

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

VOTING NAY: NONE.
MOTION CARRIED

I.1 ORDINANCE NO 6888
Bookmarked at 00:48:21

Council Member Howeth made a motion to approve Ordinance No. 6888. Second made by Council Member Dobbs

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

VOTING NAY: NONE.
MOTION CARRIED

I.3 ORDINANCE NO 6890
Bookmarked at 00:49:41

Council Member Stevenson made a motion to deny Ordinance No. 6890. Second made by Council Member Barnett

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

VOTING NAY: NONE.
MOTION CARRIED

I.4 ORDINANCE NO 6891
Bookmarked at 00:50:37

Council Member Stevenson made a motion to table Ordinance No. 6891. Second made by Council Member Dobbs.

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

VOTING NAY: NONE.
MOTION CARRIED

I.5 ORDINANCE NO 6892
Bookmarked at 00:56:41

Council Member Stevenson made a motion to approve Ordinance No. 6892. Second made by Council Member Barnett

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

VOTING NAY: NONE.
MOTION CARRIED

I.6. ORDINANCE NO 6893
Bookmarked at 00:56:59

Council Member Barnett made a motion to approve Ordinance No. 6889 with requirement to come back in a 12 month for an update. Second made by Council Member Dobbs

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

VOTING NAY: NONE.
MOTION CARRIED

I.7 & I. 8. ORDINANCE NO 6894 & 6895
Bookmarked at 00:59:55

Council Member Stevenson made a motion to approve Ordinance Nos. 6894 & 6895. Second made by Council Member Marroquin

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

VOTING NAY: NONE.
MOTION CARRIED

I.9. ORDINANCE NO 6896
Bookmarked at 01:00:51

Council Member Stevenson made a motion to approve Ordinance No. 6889 with the amendment that it meets all overlay requirements. Second made by Council Member Howeth

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

VOTING NAY: NONE.
MOTION CARRIED

Resolutions

K.1. **RESOLUTION NO. 7594**

Authorizing the City Manager or his Designee to execute a Purchase and Sale agreement for the acquisition of real property from Vernon L. Krueger Holdings LLC and Vernon Lee Krueger and Becky Lynn Krueger, trustees of the Krueger Family Revocable Trust Agreement dated May 5, 2020, located at 219 W. Pecan Street, Being Part of Lot 4 and Part of Lot 5, Block "N" in the Black's addition, City of Sherman.
Bookmarked at 01:09:30

Council Member Barnett made a motion to approve Resolution No. 7594. Second made by Council Member Howeth

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

VOTING NAY: NONE.
MOTION CARRIED

K.2. **RESOLUTION NO. 7595**

Authorizing Execution of a Development Agreement Between Lennar Homes of Texas Land and Construction, LTD and the City of Sherman, TX for Certain Public Improvements on Approximately 165.361 Acres Generally Located in the Travis Heights neighborhood, in the City of Sherman
Bookmarked at 01:11:21

Council Member Barnett made a motion to approve Resolution No. 7595. Second made by Council Member Holland

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

VOTING NAY: NONE.
MOTION CARRIED

K.3. **** RESOLUTION NO. 7596***

Awarding a Bid to and Authorizing Execution of a Contract with El Dorado Motors, Inc. dba El Dorado Chevrolet for the Purchase of Four Utility Trucks for the Distribution Services Department

Bookmarked at 00:16:27

Council Member Barnett made a motion to approve consent agenda. Second made by Council Member Sevenson.

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

VOTING NAY: NONE.

MOTION CARRIED.

K.4. **** RESOLUTION NO. 7597***

Authorizing Execution of a Chapter 380 Grant Agreement with Wildflowers on Sunday for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

Bookmarked at 00:16:27

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

Council Member Barnett made a motion to approve consent agenda. Second made by Council Member Sevenson.

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

VOTING NAY: NONE.

MOTION CARRIED.

K.5. **** RESOLUTION NO.7598***

Authorizing Execution of a Chapter 380 Grant Agreement with The Impeccable Poppy LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

Bookmarked at 00:16:27

Council Member Barnett made a motion to approve consent agenda. Second made by Council Member Sevenson.

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

VOTING NAY: NONE.

MOTION CARRIED.

K.6. **** RESOLUTION NO. 7599***

Authorizing Execution of a Chapter 380 Grant Agreement with Radoniqi LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

Bookmarked at 00:16:27

Council Member Barnett made a motion to approve consent agenda. Second made by Council Member Sevenson.

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

VOTING NAY: NONE.

MOTION CARRIED.

K.7. **** RESOLUTION NO. 7600***

Authorizing Execution of an Agreement with 200 N Travis LLP Under the City of Sherman's Downtown Building Improvement Grant Program for Renovations at 200 N Travis Street

Bookmarked at 00:16:27

Council Member Barnett made a motion to approve consent agenda. Second made by Council Member Sevenson.

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

VOTING NAY: NONE.

MOTION CARRIED.

Change Orders

L.1. **** CHANGE ORDER NO. 3***

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

Approving the Greater Texoma Utility Authority's Intention to Approve Change Order No. 3 to the South Wastewater Treatment Plant – MBR

Bookmarked at 00:16:27

Council Member Barnett made a motion to approve consent agenda. Second made by Council Member Sevenson.

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

VOTING NAY: NONE.

MOTION CARRIED.

Consider Board/Commission Appointments

M.1. BOARD/COMMISSION APPOINTMENT

Council Audit Committee (3)

Bookmarked at 01:14:23

Council Member Barnett made a motion to reappoint Mayor Teamann, Council Member Dobbs and Council Member Holland to the Council Audit Committee. Second made by Council Member Sevenson.

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

VOTING NAY: NONE.
MOTION CARRIED

M.2. BOARD/COMMISSION APPOINTMENT

Investment Committee (1)

Bookmarked at 01:14:23

Council Member Barnett made a motion to reappoint Council Member Howeth to the Investment Committee. Second made by Council Member Sevenson.

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

VOTING NAY: NONE.
MOTION CARRIED

M.3. BOARD/COMMISSION APPOINTMENT

Tax Reinvestment Committee (2)

Bookmarked at 01:14:23

Council Member Barnett made a motion to reappoint Council Member Stevenson and Deputy Mayor Marroquin to the Tax Reinvestment Committee. Second made by Council Member Sevenson.

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

VOTING NAY: NONE.
MOTION CARRIED

M.4. BOARD/COMMISSION APPOINTMENT

Tax Increment Financing Board #2 Chair

Bookmarked at 01:14:23

Council Member Barnett made a motion to appoint Mayor Teamann as the Chair for the Tax Increment Financing Board #2. Second made by Council Member Sevenson.

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

VOTING NAY: NONE.
MOTION CARRIED

M.5. **BOARD/COMMISSION APPOINTMENT**

Tax Increment Reinvestment Zone #5 Chair

Bookmarked at 01:14:23

Council Member Barnett made a motion to appoint Mayor Teamann as the Chair for the Tax Increment Financing Board #5. Second made by Council Member Sevenson.

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

VOTING NAY: NONE.
MOTION CARRIED

M.6. **BOARD/COMMISSION APPOINTMENT**

Tax Increment Reinvestment Zone #6 Chair

Bookmarked at 01:14:23

Council Member Barnett made a motion to appoint Mayor Teamann as the Chair for the Tax Increment Financing Board #6. Second made by Council Member Sevenson.

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

VOTING NAY: NONE.
MOTION CARRIED

M.7. **BOARD/COMMISSION APPOINTMENT**

Tax Increment Reinvestment Zone #7 Chair

Bookmarked at 01:14:23

Council Member Barnett made a motion to appoint Mayor Teamann as the Chair for the Tax Increment Financing Board #7. Second made by Council Member Sevenson.

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

VOTING NAY: NONE.
MOTION CARRIED

M.8. **BOARD/COMMISSION APPOINTMENT**

Tax Increment Reinvestment Zone #8 Board (4)
Tax Increment Reinvestment Zone #8 Board Chair

Bookmarked at 01:14:23

Council Member Barnett made a motion to appoint Deputy Mayor Marroquin as the Chair and to appoint Council Member Howeth and Council Member Holland to the Tax Increment Financing Board #8. Second made by Council Member Sevenson.

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

VOTING NAY: NONE.
MOTION CARRIED

M.9. **BOARD/COMMISSION APPOINTMENT**

Tax Increment Reinvestment Zone #9 Board Chair

Bookmarked at 01:14:23

Council Member Barnett made a motion to appoint Deputy Mayor Marroquin as the Chair for the Tax Increment Financing Board #9. Second made by Council Member Sevenson.

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

VOTING NAY: NONE.
MOTION CARRIED

COUNCIL COMMENTS

Bookmarked at 01:15:57

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:

O.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.

O.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.

O.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.

O.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

O.5. **TEX. GOV'T CODE § 551.076**

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

O.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.

O.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 01:19:42

Mayor Teamann adjourned the meeting at 6:11pm.

COUNCIL CALENDAR

R.1. 2025 Council Calendar

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Tuesday, November 11, 2025 at or before 11:59 p.m., and said time of posting was three business days prior to said meeting was convened or called to order.

Dated this 11th day of November 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
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

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

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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. C.1.

Meeting Date: 12/1/2025

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:

G. 3. **** RESOLUTION NO. 7603***
Authorizing Execution of a Contract Between Tex-Oma Builders Supply Co. and the Greater Texoma Utility Authority Based on Procurement Through TIPS Cooperative Purchasing for the La Cima Door Project

G. 4. **** RESOLUTION NO. 7604***
Awarding a Bid to and Authorizing Execution of Contracts with Multiple Vendors for An Annual Supply of Additional Wastewater Chemicals for the Sherman Wastewater Treatment Plant

G. 5. **** RESOLUTION NO. 7605***
Casting Votes to Elect a Candidate to Serve as a Member of the Grayson Central Appraisal District Board of Directors

H. 1. **** PAYMENT AUTHORIZATION***
Authorizing Payment of $133,120.76 for the Annual Renewal of Computer Aided Dispatch and Record Management System for Animal Control, Police, and Fire

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.1.

Meeting Date: 12/1/2025

Prepared By:

Approved By: Zachary Flores, City Manager

Caption:
Special Presentation
Receive Special Presentation from the Texas Department of Transportation

Issue:

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.1.

Meeting Date: 12/1/2025

Prepared By: Teri Fine, Assistant to the City Manager

Approved By:

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6903

Extending the Corporate Limits of Said City so as to Annex an Area of Land Consisting of Approximately 234.484 acres of Land Located Near the Corner of FM 697 and SH 11 Adjacent to the Sherman City Limits and in the City of Sherman's Extraterritorial Jurisdiction, on Application of the Landowner; Providing that the Owners and Inhabitants of the Subject Area of Land shall be Entitled to the Rights and Privleges of Other Citizens of the City of Sherman and Shall be Bound by the Acts and Ordinances now in Effect and hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280; Providing a Savings/Repealing Clause, Severability Clause and an Effective Date; and Providing for the Publication of the Caption hereof

Issue:

To introduce, hold a public hearing, and consider adoption of the annexation ordinance that extends the City of Sherman's corporate limits so as to annex approximately 234.484 acres of land located near the corner of FM 697 and SH 11 adjacent to the Sherman City limits and in the City's extraterritorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

It is the City's intention to annex specifically identified areas in the City's ETJ, in accordance with state law and the City Charter. At its November 3rd, 2025 meeting, the City Council approved the schedule for annexation of this property, which set the public hearing for the December 1st, 2025 Regular Council Meeting and the adoption of the Ordinance for that same meeting.

This annexation was initiated by the property owner, Austin College, and the proposed developer, Robert E. Tesch. There is a related agenda item for the Council to consider approval of a Planned Development application from the developer for this project.

Capital Improvement Program:

N/A

Origination:

Letter from J. Pernell Jones, Vice President for Business Affairs at Austin College

Financial Consideration:

At full build out, estimated property taxes will generate about $1.8 Million per year at the current tax rate.

Staff Recommendation:

It is recommended that the City Council introduce, hold the required public hearing, and consider adoption of the

ordinance for annexation of this approximately 234.484 acres of land located located near the corner of FM 697 and SH 11 adjacent to the Sherman City Limits and in the City of Sherman's Extraterritorial Jurisdiction

Alternatives:
As directed by the City Council

Attachments:
1. Ordinance No. 6903
2. Annexation Schedule
3. Annexation Survey
4. Annexation Request
5. Annexation Letter_Combined Ownership_Post Oak Village
6. Exhibit A - Legal Description
7. Exhibit B - Annexation Agreement

ORDINANCE NO. 6903

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX AN AREA OF LAND CONSISTING OF 234.484 ACRES OF LAND LOCATED NEAR THE CORNER OF FM 697 AND SH 11 ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION, ON APPLICATION OF THE LANDOWNER; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE SUBJECT AREA OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF THE CITY OF SHERMAN AND SHALL BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREINAFTER ADOPTED; AUTHORIZING EXECUTION OF THE ANNEXATION SERVICE PLAN AGREEMENT; PROVIDING FOR A PENALTY FOR A VIOLATION OF THIS ORDINANCE AND THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 14 (ZONING ORDINANCE); PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; 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, Austin College and BTI Capital, LLC ("Landowner") has represented and warranted that it is the sole owner of real property within that certain area of land consisting of 234.484± acres, situated in the John Kitchen Survey, Abstract No. 673 and the Robert Thompson Survey, Abstract No. 1200, Grayson County, Texas, as more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes ("Property"); and

WHEREAS, Landowner submitted an application to the City of Sherman, Texas ("Sherman"), requesting voluntary annexation of the Property into the city limits of Sherman; and

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") has investigated and determined that it would be advantageous and beneficial to Sherman and its citizens to annex the Property under the authority of Chapter 43 of the Texas Local Government Code and the Sherman City Charter; and

WHEREAS, the City Council finds that Sherman has complied with all requirements for the consideration and adoption of this Ordinance pursuant to Chapter 43 of the Texas Local Government Code; and

WHEREAS, prior to conducting the public hearing required under Chapter 43 of the Texas Local Government Code, the City Council also investigated and determined that the Property is within the extraterritorial jurisdiction of Sherman and is adjacent and contiguous to the existing city limits of Sherman; and

WHEREAS, the Landowner and Sherman have negotiated and are prepared to enter into a written annexation service plan agreement, a copy of which is attached hereto as Exhibit B, in accordance with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, the City Council finds that the field notes close the boundaries of the Property; and

WHEREAS, the City Council has conducted at least one public hearing at which persons interested in the annexation were given an opportunity to be heard regarding the proposed annexation; and

WHEREAS, the City Council finds that all legal notices, hearing, procedures and publishing requirements for annexation have been performed and completed in the manner and form required by law.

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

SECTION 1: Findings Incorporated. That the findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Annexation Service Plan Agreement. That the City Manager or his designee is hereby authorized and directed to execute, on behalf of Sherman, the annexation service plan agreement between Sherman and the Landowner, a copy of which is attached hereto as Exhibit B.

SECTION 3: Property Annexed. That the Property described as follows and all public streets, roadways and alleyways located within or contiguous to the same are hereby annexed to Sherman, to-wit:

> BEING the following tract of land located in Grayson County, Texas: 234.484± acres, situated in the John Kitchen Survey Abstract No. 673 and the Robert Thompson Survery, Abstract No. 1200; said Property is more particularly described in Exhibit A.

SECTION 4: Rights/Privileges/Inhabitants Bound by Ordinances and Regulations. That from and after the passage of this Ordinance, the Property shall be a part of Sherman, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens of Sherman and shall be bound by all of the ordinances and regulations enacted pursuant to and in conformity with the City Charter and the laws of the State of Texas.

SECTION 5: Official Map and Boundaries Amended. That the official map and boundaries of Sherman are hereby amended to include the Property as part of Sherman. A certified copy of this Ordinance shall be filed in the County Clerk's Office of Grayson County, Texas.

SECTION 6: Unlawful Use. That it shall be unlawful for any person, firm, entity or corporation to use the Property in a manner other than as authorized by this Ordinance and Chapter

14 (Zoning Ordinance) of the Code of Ordinances, City of Sherman, Texas ("Zoning Ordinance"), as they exist or may be amended, 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 and the Zoning Ordinance, as they exist or may be amended.

SECTION 7: Penalty. That 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 00/100 Dollars ($2,000.00). A violation of any provision of this Ordinance or the Zoning Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude Sherman from filing suit to enjoin the violation. Sherman retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 8: Savings/Repealing. That all provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 9: Severability. That 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, sentence, clause and phrase thereof regardless of the fact that any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 10: Effective Date. That this Ordinance shall become effective from and after its adoption and publication as required by the City Charter and by law.

SECTION 11: Public Meeting. That it is hereby officially found and determined that the meeting at which this ordinance was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

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

INTRODUCED on this the 1st day of December 2025

ADOPTED on this the 1st day of December 2025

EFFECTIVE DATE on this the 1st day of December 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

Exhibit B

ANNEXATION SCHEDULING PLAN

Annexation of approximately 234.484 acres of land adjacent to the city limits, located near the corner of FM 697 and SH 11 more commonly known as Post Oak Village.

Monday, November 3, 2025	City Council sets public hearing date and accepts annexation application.
Wednesday, November 19, 2025	Send written notice via certified mail, RRR, to property owner(s) in area to be annexed, public or private entities that provide services in the area and any railroads that have ROW in the area to be annexed. Send written notice via certified mail, RRR, to each public school district in the area to be annexed. Such notices must contain the details described in Section 43.0561 of the Local Government Code. Provide draft of proposed annexation service plan agreement in accordance with Section 43.0672 of the Local Government Code. If subject area is appraised for ad valorem tax purposes as land for agricultural or wildlife management use, offer and document offer in writing (see Section 212.172(b-1) of the Local Government Code) to make a development/annexation agreement as required by Section 43.016 of the Local Government Code
Thursday, November 20, 2025	Publish notice of public hearing in the City's official newspaper. Obtain required affidavit of publication from newspaper. Post notice of public hearing on City's website and keep posting up until the date of the hearing.
Tuesday, November 25, 2025	Post notice of public hearing as required by Open Meetings Act.
Monday, December 1, 2025	Hold public hearing. (Regular Council Meeting)
Monday, December 1, 2025	Adopt ordinance, but **only if** property owner(s) have signed annexation service plan agreement in accordance with Section 43.0672 of the Local Government Code. (Regular Council Meeting)

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE (4202)

N
W E
S

F.M. (IDA ROAD) HIGHWAY NO. 697

N 74°21'10" E 796.40'

N 74°51'10" E 464.64'

P.O.B. Tract 1
1/2" STEEL ROD FOUND
RAILROAD SPIKE FOUND

1/2" STEEL ROD SET (RPLS 6720)

1/2" STEEL ROD FOUND

CONCRETE MONUMENT FOUND

MERRIMAN PARKWAY

S 15°10'10" E

Robert Thompson Survey
Abstract No. 1200

118.877 AC
AZIZ UL-HASSAN FAMILY LIMITED PARTNERSHIP
DOCUMENT NO. 2018-23206
R.P.R.G.C.T.

SURVEY LINE

CONCRETE MONUMENT FOUND

FRAME BARN

N 15°15'52" W

2642.82'

78.430 AC
TRACT NO. 1
AUSTIN COLLEGE
VOL. 2067, PG. 611
R.P.R.G.C.T.

1.48 AC
HUGH D. MAXWELL
ROSEMARY D. MAXWELL
VOL. 2839, PG. 505
O.P.R.G.C.T.

1.38 AC
GREGORY A. BALDWIN
GWENDOLYN G. BALDWIN
VOL. 4585, PG. 897
O.P.R.G.C.T.

KENNETH R. BUENZOW AND ANNE M. BUENZOW, TRUSTEE, THE KEN AND ANNE BUENZOW LIVING TRUST
DOCUMENT NO. 2019-8867
R.P.R.G.C.T.

1.377 AC
JANNA SUE TAYLOR
VOL. 2430, PG. 495
O.P.R.G.C.T.

1.277 AC
ROBERT VERN HARRIS
KAY LI HARRIS
VOL. 1419, PG. 158
D.R.G.C.T.

100 YEAR FLOOD "ZONE X"
AS PER FEMA MAP NO. 48181C0405 F
EFFECTIVE 09/26/2010

1.977 AC
H. LARRY SCOTT
LINDA L. SCOTT
VOL. 2126, PG. 386
R.P.R.G.C.T.

GRANT LEMEUR
RALPH & KRISTIN LEMEUR
DOCUMENT NO. 2020-11873
R.P.R.G.C.T.

MAG NAIL FOUND

1.727 AC
RICHARD AARON BENNETT
TONETTE LEIGH (BENNETT) MORRELL
VOL. 5135, PG. 40
O.P.R.G.C.T.

1.690 AC
BOBBY RICHERSON
DIANE RICHERSON
VOL. 1597, PG. 409
D.R.G.C.T.

2638.00'

1.83 AC
WALLACE P. FAINS
HEATHER R. FAINS
DOCUMENT NO. 2020-30421
O.P.R.G.C.T.

1.291 AC
ROXANNE BARTELMEY
VOL. 1944, PG. 536
R.P.R.G.C.T.

1.45 AC
ZACHARY GARIBAY
CASIE GARIBAY
VOL. 5797, PG. 205
O.P.R.G.C.T.

1.369 AC
DAVID K. PONDER
DOCUMENT NO. 2021-17458
O.P.R.G.C.T.

TRACT (A)
PONDER HOLDINGS, LLC - 503 MERRIMAN FARM RENTAL SERIES
DOCUMENT NO. 2020-4534
R.P.R.G.C.T.

TRACT (B)
PONDER HOLDINGS, LLC - 503 MERRIMAN FARM RENTAL SERIES
DOCUMENT NO. 2020-4534
R.P.R.G.C.T.

531.41'

S 74°19'25" W

435.15'

S 06°42'40" W

189.75'

S 00°42'53" E

267.15'

S 11°13'46" W

322.54'

S 01°17'24" W

S 15°19'02" E

1346.03'

57.300 AC
ORCHARD ESTATE SHERMAN, LLC
DOCUMENT NO. 2024-8974
R.P.R.G.C.T.

57.14 AC
YING HONG HUANG
VOL. 2366, PG. 703
O.P.R.G.C.T.

23.602 AC
LUIS A. ERIVES
VOL. 5913, PG. 98
O.P.R.G.C.T.

7.00 AC
RODOLFO H. RICO
VOL. 5555, PG. 114
O.P.R.G.C.T.

11.7685 AC
SECOND TRACT
CITY OF SHERMAN
VOL. 1342, PG. 152
D.R.G.C.T.

FIRST TRACT
CITY OF SHERMAN
VOL. 1342, PG. 152
D.R.G.C.T.

Rem. 91.717 AC
TRACT NO. 2
AUSTIN COLLEGE
VOL. 2067, PG. 611
R.P.R.G.C.T.

97.5 AC
JAMES EDWARD FORSTER, JR.
VOL. 3116, PG. 479
O.P.R.G.C.T.

33.0 AC
LO LINDA CHOW
HOI PANG CHEUNG
DOCUMENT NO. 2018-26160
R.P.R.G.C.T.

12.034 AC
BROWN-LEWISVILLE RAILROAD FAMILY FIRST LIMITED PARTNERSHIP
DOCUMENT NO. 2019-29325
R.P.R.G.C.T.

11.44 AC
CITY OF SHERMAN
VOL. 2971, PG. 849
O.P.R.G.C.T.

7.25 AC
CITY OF SHERMAN
VOL. 3003, PG. 101
O.P.R.G.C.T.

2.92 AC
TEXAS POWER & LIGHT COMPANY OF DALLAS
VOL. 937, PG. 628 D.R.G.C.T.

50' PERMANENT EASEMENT & RIGHT-OF-WAY
ENTERPRISE TEXAS PIPELINE LLC
VOL. 4883, PG. 369 O.P.R.G.C.T.

50' PERMANENT PIPELINE EASEMENT & R.O.W.
GULF CROSSING PIPELINE INDEX 619-10
VOL. 5311, PG. 466
O.P.R.G.C.T.

70' ACCESS EASEMENT WITH A 100' BUILDING SET BACK
TEXAS POWER & LIGHT CO.
VOL. 1101, PG. 13
O.P.R.G.C.T.
VOL. 249, PG. 80
D.R.G.C.T.

5' COMMUNICATION LINE EASEMENT
GENERAL TELEPHONE COMPANY
VOL. 1649, PG. 17
D.R.G.C.T.

25' WATER LINES AND SEWER LINES EASEMENT
VOL. 1522, PG. 469
D.R.G.C.T.

CHANNEL EASEMENT
VOL. 3124, PG. 256

CHANNEL EASEMENT
VOL. 1128, PG. 141

CHANNEL EASEMENT
VOL. 867, PG. 375

1/2" STEEL ROD SET (RPLS 6720) O/S 30.0'

1/2" STEEL ROD FOUND

WOOD MONUMENT FOUND

CONCRETE MONUMENT FOUND

3" WOOD POST FOUND

S 1ST STREET (S. DEWEY AVENUE) STATE HIGHWAY NO. 11

N 15°33'32" W

S 49°14'26" E

N 74°19'25" E 1578.94'

N 74°19'25" E 2292.53'

N 15°33'32" W 2076.09'

N 74°14'26" W 1348.03'

S 74°55'09" W

S 15°19'02" E

417.89'

C1

POST OAK CREEK

F.M. HWY NO. 1417

S 03°29'18" W 601.60'

L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11 L12 L13 L14

FLOOD WAY "ZONE AE"
AS PER FEMA MAP NO. 48181C0405 F
EFFECTIVE 09/26/2010

100 YEAR FLOOD "ZONE AE"
AS PER FEMA MAP NO. 48181C0405 F
EFFECTIVE 09/26/2010

500-YEAR FLOOD "ZONE X"
AS PER FEMA MAP NO. 48181C0405 F
EFFECTIVE 09/26/2010

100 YEAR FLOOD "ZONE AE"
AS PER FEMA MAP NO. 48181C0405 F
EFFECTIVE 09/26/2010

P.O.B. Tract 2
1/2" STEEL ROD SET (RPLS 6720)

0.115 Acres not in floodplain

10.733 Acres acres out of floodplain

131.309 Acres not in floodplain

212.049 Total Acres
142.157 Total Acres out of floodplain

Tract 1
169.152 Acres

Tract 2
42.897 Acres

John Kitchen Survey
Abstract No. 673

Line Table

LINE	BEARING	DISTANCE
L1	N 44°42'55" W	322.09'
L2	N 13°26'20" W	140.13'
L3	N 21°42'41" E	160.91'
L4	N 52°10'37" E	203.96'
L5	N 47°35'04" W	103.06'
L6	N 27°00'47" W	169.10'
L7	N 18°40'47" W	137.30'
L8	N 29°55'47" W	97.17'
L9	N 77°24'28" W	76.16'
L10	N 82°29'18" W	66.44'
L11	S 85°35'00" W	58.42'
L12	S 69°09'22" W	77.07'
L13	N 85°40'08" W	85.94'
L14	N 88°41'56" W	88.11'

Curve Table

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
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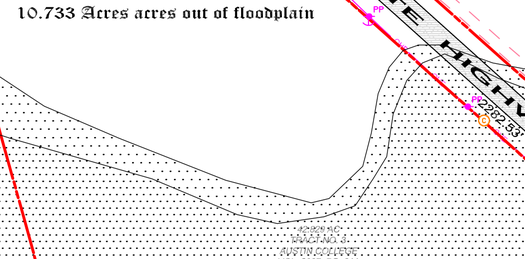
Legend

- SEWER MANHOLE
- GAS MARKER
- ELECTRICAL TRANSFORMER
- ELECTRIC VAULT
- CATV PEDESTAL
- UNDERGROUND CABLE MARK
- TELEPHONE PEDESTAL
- FIRE HYDRANT
- FIBER OPTIC CABLE
- LIGHT POLE
- POWER POLE
- WATER VALVE
- GUY WIRE
- STOP SIGN
- FOUND ROD
- 1/2" STEEL ROD SET (RPLS 6720)
- CONCRETE MONUMENT
- TRAFFIC LIGHTS
- ASPHALT
- GRAVEL
- CONCRETE
- BOUNDARY LINE
- PROPERTY LINE
- OVERHEAD ELECTRIC
- UNDERGROUND GAS LINE
- STOCKADE FENCE
- CHAINLINK FENCE
- BARBWIRE FENCE

Vicinity Map



200 0 100 200 400 800

SCALE ~ 1" = 200'

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ALTA/NSPS Survey

Copley Land Surveying
3904 Texoma Parkway, Sherman, Texas 75076
TX 903-415-0643
john@copleylandsurveying.com
TX Firm No. 10194429, OK C.A. No. 8279

Project Name: Austin College

Project Address:
TBD, S. Dewey Ave & Hwy 11
Sherman, Texas 75020

Prepared For:
BTI CAPITAL, LLC

Drawn by: JNC | Checked by: JCC

Last Site Visit: 5-8-2024 | Sheet: 1 of 3

Date of Survey: 5-8-2024 | Scale: 1" = 200' | CLS Job# 22030149A2

Legal Description Tract 1

Situated in the County of Grayson, State of Texas, being a part of the John Kitchen Survey, Abstract No. 673 and a part of the Robert Thompson Survey, Abstract No. 1200, and being all of the 78.430 acre Tract No. 1, and the Remainder of the 91.717 acre Tract No. 2 conveyed to Austin College by deed of record in Volume 2067, Page 611, Real Property Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a railroad spike found at the intersection of the south line of F.M. Highway No. 697 called (Ida Road) and the center line of Merriman Parkway maintaining the northeast corner of said 78.430 acre Tract No. 1 and the northwest corner of a 1.48 acre tract of land conveyed to Hugh D. Maxwell and Rosemary D. Maxwell by deed of record in Volume 2839, Page 505, Official Public Records, Grayson County, Texas;

Thence **South 15°06'10" East**, along the Centerline of said Merriman Parkway and the east line of said 78.430 acre Tract No. 1, passing railroad spikes found at distances of 409.98 feet, 610.07 feet and 810.12 feet, and passing a mag nail found at a distance of 1,420.23 feet, continuing for a total distance of **2,638.00 feet** to a 1/2" steel rod found in the north line of Tract (A) conveyed to Ponder Holdings, LLC – 503 Merriman Farm Rental Series by deed of record in Document No. 2020-4534 of said Real Property Records, and being in the south line of said Robert Thompson Survey, said rod maintaining the southeast corner of said 78.430 acre Tract No. 1;

Thence **South 74°19'25" West**, along the south line of said 78.430 acre Tract No. 1 and the north line of said Tract (A), a distance of **531.41 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northeast corner of said 91.717 acre Tract No. 2 and the northwest corner of said Tract (A);

Thence southerly along the east line of said 91.717 acre Tract No. 2 and the west line of said Tract (A) the following calls and distances:
South 06°42'40" West, a distance of **435.15 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 00°42'53" East, a distance of **189.75 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 11°13'46" West, a distance of **287.15 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 01°17'24" West, a distance of **322.54 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 15°19'02" East, passing the southwest corner of said Tract (A), and the northwest corner of Tract (B) conveyed of Tract (A) conveyed to Ponder Holdings, LLC – 503 Merriman Farm Rental Series by deed of record in Document No. 2020-4534 of said Real Property Records, continuing along the west line of said Tract (B), for total distance of **1,548.03 feet** to a 1/2" steel rod found in the north line of Ladd Road maintaining the southwest corner of said Tract (B), an angle point in the east line of said 91.717 acre Tract No. 2 and the northwest corner of a 12.034 acre tract of land conveyed to Brown-Lewisville Railroad Family First Limited Partnership by deed of record in Document No. 2019-29325 of said Real Property Records;

Thence **South 15°20'03" East**, continuing along the east line of said 91.717 acre Tract No. 2, the west line of said Ladd Road and the west line of said 12.034 acre tract, a distance of **493.56 feet** to a 1/2" steel rod found in a north right-of-way line of State Highway No. 11 maintaining the southeast corner of the herein described tract and an angle point in the west line of said 12.034 acre tract;

Thence **South 74°58'09" West**, along the north right-of-way line of said State Highway No. 11, a distance of **193.99 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of the herein described tract and an angle point in the east right-of-way line of said State Highway No. 11;

Thence along the east right-of-way line of said State Highway No. 11 and the west line of said 91.717 acre Tract No. 2 the following calls and distances:
North 48°14'26" West, a distance of **2,381.62 feet** to a concrete monument found;
with a curve to the right having a **radius of 2,814.79 feet** (chord bears North 39°39'31" West, a distance of 840.34 feet) an **arc length of 843.50 feet** to a wood monument found;
North 22°52'26" West, passing a 1/2" steel rod found at a distance of 396.50 feet, continuing for at total distance of **417.89 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northwest corner of said 91.717 acre Tract No. 2 and the southwest corner of a 11.7685 acre Second Tract conveyed to the City of Sherman by deed of record in Volume 1342, Page 152, Deed Records, Grayson County, Texas said point being Station 464+28.3 – 78.8' in the north line of said John Kitchen Survey;

Thence **North 74°19'25" East**, along the north line of said 91.717 acre Tract No. 2 and the south of said 11.7685 acre Second Tract, passing the southeast corner of said 11.7685 acre Second Tract and the southwest corner of a tract of land called First Tract conveyed to the City of Sherman by deed of record in Volume 1342, Page 152 of said Deed Records, for a total distance of **1,578.94 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of said 78.430 acre Tract No. 1 and the southeast corner of said First Tract to the City of Sherman;

Thence **North 15°15'52" West**, along a barbwire fence row, the west line of said 78.430 acre Tract No. 1 and the east line of said First Tract to the City of Sherman, a distance of **2,642.82 feet** to a concrete monument found in the south right-of-way line of said F.M. Highway No. 697 maintaining said south right-of-way line of said F.M. Highway No. 697, the northwest corner of said 78.430 acre Tract No. 1 and the northeast corner of said First Tract to the City of Sherman;

Thence along the south right-of-way line of said F.M. Highway No. 697 and the north line of said 78.430 acre Tract No. 1 the following two calls and distances:
North 74°21'10" East, a distance of **796.49 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
North 74°51'10" East, a distance of **484.64 feet** to the **Point-of-Beginning** and containing **169.152 acres** of land.

Legal Description Tract 2

Situated in the County of Grayson, State of Texas, being a part of the John Kitchen Survey, Abstract No. 673 and being all of the 42.829 acre Tract No. 3 conveyed to Austin College by deed of record in Volume 2067, Page 611, Real Property Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the west line of E. 1st Street for the most northerly corner of said 42.829 acre Tract No. 3 and an angle point in the east line of a 57.14 acre tract of land conveyed to Ming-Hong Huang by deed of record in Volume 3368, Page 703, Official Public Records, Grayson County, Texas;

Thence **South 48°14'26" East**, along the west line of said E. 1st Street, the east line of said 42.829 acre Tract No. 3, with the west right-of-way line of State Highway No. 11, a distance of **2,282.53 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for an angle point in the east line of said 42.829 acre Tract No. 3 and point of intersection of the west right-of-way line of said State Highway No. 11 and the north right-of-way line of F.M. Highway No. 1417;

Thence along the north right-of-way line of said F.M. Highway No. 1417 and the south line of said 42.829 acre Tract No. 3 the following calls and distances:
South 44°42'55" East, a distance of **322.09 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 13°26'20" East, a distance of **140.13 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 21°42'41" West, a distance of **160.91 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 52°10'37" West, a distance of **203.96 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 63°29'13" West, a distance of **601.60 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of said 42.829 acre Tract No. 3 and the southeast corner of a 97.5 acre tract of land conveyed to James Edward Forster, Jr. by deed of record in Volume 3118, Page 479 of said Official Public Records;

Thence northerly along the west line of said 42.829 acre Tract No. 3 the following calls and distances:
North 47°35'04" West, a distance of **103.00 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
North 27°00'47" West, a distance of **169.10 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
North 18°40'47" West, a distance of **137.30 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
North 29°55'47" West, passing a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 at a distance of 67.17 feet, continuing for a total distance of **97.17 feet** to a point in the centerline of a creek;

Thence along the centerline of said creek, the west line of said 42.829 acre Tract No. 3 and the east line of said 97.5 acre tract the following calls and distances:
North 77°24'28" West, a distance of **76.16 feet** to a point;
North 82°29'18" West, a distance of **66.44 feet** to a point;
South 85°35'00" West, a distance of **58.42 feet** to a point;
South 69°09'22" West, a distance of **77.07 feet** to a point;
North 85°40'06" West, a distance of **65.94 feet** to a point;
North 88°41'56" West, a distance of **66.11 feet** to a point being the southeast corner of said 57.14 acre tract, the most westerly southwest corner of said 42.829 acre Tract No. 3 and an angle point in the east line of said 97.5 acre tract;

Thence **North 15°33'32" West**, along the east line of said 57.14 acre tract and the west line of said 42.829 acre Tract No. 3, passing a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 at a distance of 30.00 feet, continuing for a total distance of **2,070.09 feet** to the **Point-of-Beginning** and containing **42.897 acres** of land.

The property described herein is the same property described in Fidelity National Title Insurance Company Commitment No. GF No. 2412899-SMDF with an effective date of April 7, 2024 and issued date of April 15, 2024 and all easements, covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the site or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the subject property.

Schedule "B" Items

e. Easement or Right-of-Way from R.A. Chapman to Texas Power & Light Company, of record in Volume 249, Page 80 of the Deed Records of Grayson County, Texas.
AFFECTS THE SUBJECT TRACT

f. Easement and Right-of-Way from R.A. Chapman, Jr. to Texas Power & Light Company, of record in Volume 515, Page 264 of the Deed Records of Grayson County, Texas.
AFFECTS THE SUBJECT TRACT

g. Easement from Mary M. Gutsch and Milton R. Gutsch to the State of Texas, of record in Volume 869, Page 479 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

h. Easement and Right-of-Way from Mary Mayfield Gutsch and the Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to Texas Power & Light Company, of record in Volume 1101, Page 13 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT

i. Easement from The Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to the State of Texas, of record in Volume 1127, Page 615 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

j. Easement from The Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to the City of Sherman, of record in Volume 1522, Page 469 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

k. Easement from The Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to the City of Sherman, of record in Volume 1649, Page 17 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

l. Easement and Right-of-Way Agreement from Austin College to Gulf Crossing Pipeline Company, LLC, of record in Volume 5311, Page 468 of the Official Public Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

m. Easement and Right-of-Way Agreement from Austin College to Gulf Crossing Pipeline Company, LLC, of record in Volume 5311, Page 476 of the Official Public Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

o. Easement from Austin College to Enterprise Texas Pipeline, LLC, of record in Volume 4503, Page 369 of the Official Public Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

p. Any and all rights associated with that easement granted to Texas Power and Light, for electric power line purposes, together with all terms and conditions as set forth in Volume 937, Page 628, Deed Records, Grayson County, Texas
AFFECTS SUBJECT TRACT AS SHOWN

Zoning Notes

Property is located in areas designated as:
"Not zoned" (Area Not yet zoned) by the City of Sherman Zoning Department or County of Grayson

Flood Zone Notes

By graphic plotting only, portions of this property lie within Zone "X, A, & AE" (areas not within the 100 yr. flood zone - no base point elevation) as defined by FEMA Flood Insurance Rate Map, No. 48181C0405 F, which bears an effective date of September 29, 2010.

General Notes

1. The property has an area of 7,368,264 sq. ft. or 169.152 acre of land in Tract 1 and an area of 1,868,603 sq. ft. or 42.897 acre of land in Tract 2.
2. Basis of bearings is Grid North, NAD 83, Texas State Plane Coordinate System, North Central Zone.
3. There was no visible evidence of the use of the subject property as a solid waste dump, sump or sanitary landfill at the time of survey.
4. There are no visible signs of cemeteries.
5. All visible above ground indications of utilities are depicted hereon.
7. There was no visible evidence of striping at time of survey.
8. There was no visible evidence of parking spaces on surface parking areas, lots and in parking structures.

Surveyor Certification

The Undersigned, being a registered surveyor of the State of Texas certifies to:

BTI Capital, LLC

that:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7, 8, 9, 11(a), 13, 16, and 18 of Table A thereof.
The field work was completed on May 8th, 2024.

Date of Plat or Map: May 8th, 2024

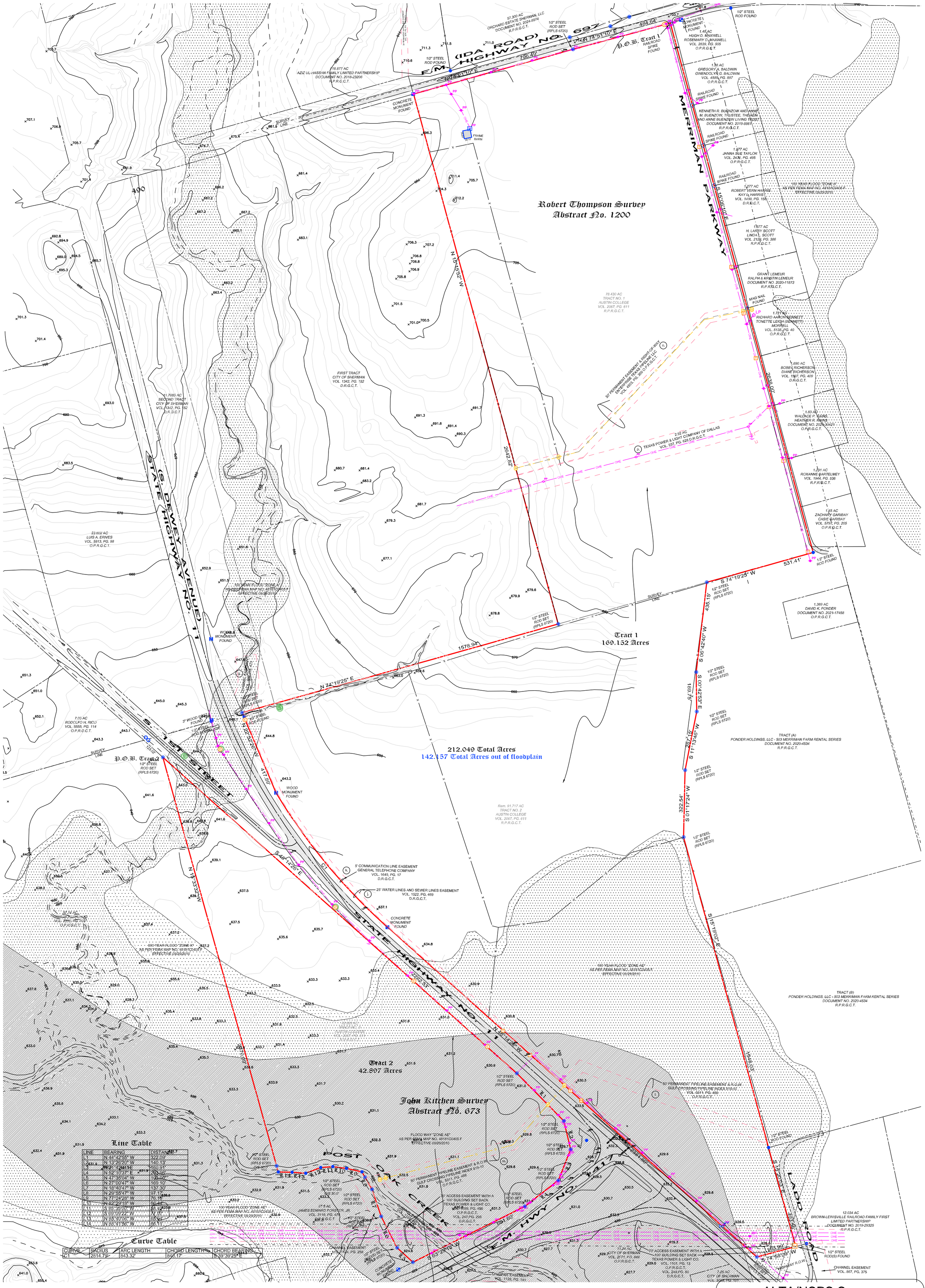
John C. Copley
State of Texas
Registered Professional
Land Surveyor # 6720

STATE OF TEXAS
REGISTERED
JOHN C. COPLEY
6720
PROFESSIONAL
LAND SURVEYOR

ALTA/NSPS Survey

Copley Land Surveying
3904 Texoma Parkway, Sherman, Texas 75076
TX 903-415-0643
john@copleylandsurveying.com
TX Firm No. 10194429, OK C.A. No. 8279

Project Name: Austin College		
Project Address: TBD, S. Dewey Ave & Hwy 11 Sherman, Texas 75020	Prepared For: BTI CAPITAL, LLC	
	Drawn by: JMC	Checked by: JCC
Last Site Visit: 5-8-2024		Sheet: 2 of 3
Date of Survey: 5-8-2024	Scale: 1" = 200'	CLS Job# 22030149A2



Line Table

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- FOUND ROD
- 1/2" STEEL ROD SET (RPLS 6720)
- CONCRETE MONUMENT
- TRAFFIC LIGHTS
- ASPHALT
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- CONCRETE
- BOUNDARY LINE
- PROPERTY LINE
- OVERHEAD ELECTRIC
- UNDERGROUND GAS LINE
- STOCKADE FENCE
- CHAINLINK FENCE
- BARBWIRE FENCE

N W E S

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE (4202)

200 0 100 200 400 800

SCALE ~ 1" = 200'

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CITY OF SHERMAN
TOPOGRAPH OVERLAY
2' CONTOURS (LIMITED)

ALTA/NSPS Survey

Copley Land Surveying
5904 Texoma Parkway, Sherman, Texas 75076
TX 903-415-0643
john@copleylandsurveying.com
TX Firm No. 10194429, OK C.A. No. 8279

Project Name: Austin College		
Project Address: TBD, S. Dewey Ave & Hwy 11 Sherman, Texas 75020	Prepared For: BTI CAPITAL, LLC	
	Drawn by: JMC	Checked by: JCC
Last Site Visit: 5-8-2024		Sheet: 3 of 3
Date of Survey: 5-8-2024	Scale: 1" = 200'	CLS Job# 22030149A2

AUSTIN COLLEGE | Business Affairs

July 1, 2024

Ms. Amber Doan
Engineering Coordinator
City of Sherman
220 W. Mulberry Street
Sherman, Texas 75090

Dear Ms. Doan:

Austin College owns 212.1 acres near the corner of FM 697 and SH 11 in Sherman, Texas ("Property"). See attached survey defining the Property. The Property is subject to a Purchase Agreement.

Austin College is requesting that the Property be annexed into the City of Sherman. We are requesting this property be annexed with condition that the City provides municipal services necessary for future development pursuant to the aforementioned Purchase Agreement. The services that we are requesting include, but are not limited to, water and wastewater service for the entirety of the 212.1-acre property. Austin College plans to follow through with annexation under the condition that the proposed Planned Development zoning is also approved by the City.

Sincerely,

AUSTIN COLLEGE

J. Pernell Jones
Vice President for Business Affairs

07/01/2024
Date

900 N. Grand Avenue, Suite 6F | Sherman, Texas 75090-4400
903-813-2235 | Fax: 903-813-2378 | austincollege.edu

City of Sherman Development Services
220 W. Mulberry
P.O. Box 1106
Sherman, Texas 75090
Phone: 903-892-7229
Email: Planning@CityofSherman.com

Master Application Form

Application Type (and fee)

- ☐ Zoning Change ($500)
- ☐ Variance/Special Exception ($250)
- ☐ Temporary Use Permit ($150)
- ☐ Special Use Permit ($500)
- ☐ Site Plan ($150.00 for 5 acres or less, $30 per acre over 5 acres with a max of $2,500.00
- ☒ Planned Development ($10,000 + $20/acre)
- ☐ Zoning Verification Letter ($50)
- ☐ Preliminary Plat ($350 + $5.00 per lot or $5.00 per acre, whichever is greater)
- ☐ Final Plat ($350 + $5.00 per lot or $5.00 per acre, whichever is greater)
- ☐ Replat ($350 + $5.00 per lot or $5.00 per acre, whichever is greater)

General Information

Proposed Project Name Post Oak Village Total Acres 212.1

Project Address FM 697 and SH 11

Legal Description Property IDs: 125499, 125467

For Plats only: Proposed Lots _____ ☐ Residential ☐ Commercial

Property Owner Information

Name Austin College (Pernell Jones) Phone 903-813-2235

Address 900 N Grand Ave, Suite 6F Email pjones@austincollege.edu

City Sherman State TX Zip Code 75090

Owner's Signature J. Pernell Jones

☒ I authorize the following person to submit this application and serve as my representative for this request.

Applicant Information (If different than Property Owner)

Name Robert E. Tesch Phone 469-795-6615

Address 2001 Auburn Hills Pkwy Email bob@btitexas.com

City McKinney State TX Zip Code 75071

Applicant's Signature Robert E. Tesch

- The Property Owner listed on the deed must sign the application for a complete application
- All items on the **Development Application Checklist** for the application type are required for a complete application
- The application must be submitted per the posted **Application Submittal Dates to planning@cityofsherman.com**
- Any required property notification sign(s) will be paid for and displayed by applicant once an amount is determined

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE (4202)

N
W E
S

F.M. (IDA ROAD) HIGHWAY NO. 697

N 74°21'10" E 796.40'

N 74°51'10" E 464.64'

P.O.B. Tract 1
1/2" STEEL ROD FOUND
RAILROAD SPIKE FOUND

1/2" STEEL ROD SET (RPLS 6720)

1/2" STEEL ROD FOUND

CONCRETE MONUMENT FOUND

MERRIMAN PARKWAY

S 15°10'10" E

Robert Thompson Survey
Abstract No. 1200

118.877 AC
AZIZ UL-HASSAN FAMILY LIMITED PARTNERSHIP
DOCUMENT NO. 2018-23206
R.P.R.G.C.T.

SURVEY LINE

CONCRETE MONUMENT FOUND

FRAME BARN

N 15°15'52" W

2642.82'

78.430 AC
TRACT NO. 1
AUSTIN COLLEGE
VOL. 2067, PG. 611
R.P.R.G.C.T.

1.48 AC
HUGH D. MAXWELL
ROSEMARY D. MAXWELL
VOL. 2839, PG. 505
O.P.R.G.C.T.

1.38 AC
GREGORY A. BALDWIN
GWENDOLYN G. BALDWIN
VOL. 4585, PG. 897
O.P.R.G.C.T.

KENNETH R. BUENZOW AND ANNE M. BUENZOW, TRUSTEE, THE KEN AND ANNE BUENZOW LIVING TRUST
DOCUMENT NO. 2019-8867
R.P.R.G.C.T.

1.377 AC
JANNA SUE TAYLOR
VOL. 2430, PG. 495
O.P.R.G.C.T.

1.277 AC
ROBERT VERN HARRIS
KAY LI HARRIS
VOL. 1419, PG. 158
D.R.G.C.T.

100 YEAR FLOOD "ZONE X"
AS PER FEMA MAP NO. 48181C0405 F
EFFECTIVE 09/26/2010

1.977 AC
H. LARRY SCOTT
LINDA L. SCOTT
VOL. 2126, PG. 386
R.P.R.G.C.T.

GRANT LEMEUR
RALPH & KRISTIN LEMEUR
DOCUMENT NO. 2020-11873
R.P.R.G.C.T.

MAG NAIL FOUND

1.727 AC
RICHARD AARON BENNETT
TONETTE LEIGH (BENNETT) MORRELL
VOL. 5135, PG. 40
O.P.R.G.C.T.

1.690 AC
BOBBY RICHERSON
DIANE RICHERSON
VOL. 1597, PG. 409
D.R.G.C.T.

2638.00'

1.83 AC
WALLACE P. FAINS
HEATHER R. FAINS
DOCUMENT NO. 2020-30421
O.P.R.G.C.T.

1.291 AC
ROXANNE BARTELMEY
VOL. 1944, PG. 536
R.P.R.G.C.T.

1.45 AC
ZACHARY GARIBAY
CASIE GARIBAY
VOL. 5797, PG. 205
O.P.R.G.C.T.

1.369 AC
DAVID K. PONDER
DOCUMENT NO. 2021-17458
O.P.R.G.C.T.

TRACT (A)
PONDER HOLDINGS, LLC - 503 MERRIMAN FARM RENTAL SERIES
DOCUMENT NO. 2020-4534
R.P.R.G.C.T.

TRACT (B)
PONDER HOLDINGS, LLC - 503 MERRIMAN FARM RENTAL SERIES
DOCUMENT NO. 2020-4534
R.P.R.G.C.T.

531.41'

S 74°19'25" W

435.15'

S 06°42'40" W

189.75'

S 00°42'53" E

267.15'

S 11°13'46" W

322.54'

S 01°17'24" W

S 15°19'02" E

1346.03'

57.300 AC
ORCHARD ESTATE SHERMAN, LLC
DOCUMENT NO. 2024-8974
R.P.R.G.C.T.

57.14 AC
YING HONG HUANG
VOL. 2366, PG. 703
O.P.R.G.C.T.

23.602 AC
LUIS A. ERIVES
VOL. 5913, PG. 98
O.P.R.G.C.T.

7.00 AC
RODOLFO H. RICO
VOL. 5555, PG. 114
O.P.R.G.C.T.

11.7685 AC
SECOND TRACT
CITY OF SHERMAN
VOL. 1342, PG. 152
D.R.G.C.T.

FIRST TRACT
CITY OF SHERMAN
VOL. 1342, PG. 152
D.R.G.C.T.

Rem. 91.717 AC
TRACT NO. 2
AUSTIN COLLEGE
VOL. 2067, PG. 611
R.P.R.G.C.T.

97.5 AC
JAMES EDWARD FORSTER, JR.
VOL. 3116, PG. 479
O.P.R.G.C.T.

33.0 AC
LO LINDA CHOW
HOI PANG CHEUNG
DOCUMENT NO. 2018-26160
R.P.R.G.C.T.

12.034 AC
BROWN-LEWISVILLE RAILROAD FAMILY FIRST LIMITED PARTNERSHIP
DOCUMENT NO. 2019-29325
R.P.R.G.C.T.

11.44 AC
CITY OF SHERMAN
VOL. 2971, PG. 849
O.P.R.G.C.T.

7.25 AC
CITY OF SHERMAN
VOL. 3003, PG. 101
O.P.R.G.C.T.

2.92 AC
TEXAS POWER & LIGHT COMPANY OF DALLAS
VOL. 937, PG. 628 D.R.G.C.T.

50' PERMANENT EASEMENT & RIGHT-OF-WAY
ENTERPRISE TEXAS PIPELINE LLC
VOL. 4883, PG. 369 O.P.R.G.C.T.

50' PERMANENT PIPELINE EASEMENT & R.O.W.
GULF CROSSING PIPELINE INDEX 619-10
VOL. 5311, PG. 466
O.P.R.G.C.T.

70' ACCESS EASEMENT WITH A 100' BUILDING SET BACK
TEXAS POWER & LIGHT CO.
VOL. 1101, PG. 13
O.P.R.G.C.T.
VOL. 249, PG. 80
D.R.G.C.T.

5' COMMUNICATION LINE EASEMENT
GENERAL TELEPHONE COMPANY
VOL. 1649, PG. 17
D.R.G.C.T.

25' WATER LINES AND SEWER LINES EASEMENT
VOL. 1522, PG. 469
D.R.G.C.T.

CHANNEL EASEMENT
VOL. 3124, PG. 256

CHANNEL EASEMENT
VOL. 1128, PG. 141

CHANNEL EASEMENT
VOL. 867, PG. 375

1/2" STEEL ROD SET (RPLS 6720) O/S 30.0'

1/2" STEEL ROD FOUND

WOOD MONUMENT FOUND

CONCRETE MONUMENT FOUND

3" WOOD POST FOUND

S 1ST STREET (S. DEWEY AVENUE) STATE HIGHWAY NO. 11

N 15°33'32" W

S 49°14'26" E

N 74°19'25" E 1578.94'

N 74°19'25" E 2292.53'

N 15°33'32" W 2076.09'

N 74°14'26" W 1348.03'

S 74°55'09" W

S 15°19'02" E

417.89'

C1

POST OAK CREEK

F.M. HWY NO. 1417

S 03°29'18" W 601.60'

L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11 L12 L13 L14

FLOOD WAY "ZONE AE"
AS PER FEMA MAP NO. 48181C0405 F
EFFECTIVE 09/26/2010

100 YEAR FLOOD "ZONE AE"
AS PER FEMA MAP NO. 48181C0405 F
EFFECTIVE 09/26/2010

500-YEAR FLOOD "ZONE X"
AS PER FEMA MAP NO. 48181C0405 F
EFFECTIVE 09/26/2010

100 YEAR FLOOD "ZONE AE"
AS PER FEMA MAP NO. 48181C0405 F
EFFECTIVE 09/26/2010

P.O.B. Tract 2
1/2" STEEL ROD SET (RPLS 6720)

0.115 Acres not in floodplain

10.733 Acres acres out of floodplain

131.309 Acres not in floodplain

212.049 Total Acres
142.157 Total Acres out of floodplain

Tract 1
169.152 Acres

Tract 2
42.897 Acres

John Kitchen Survey
Abstract No. 673

Line Table

LINE	BEARING	DISTANCE
L1	N 44°42'55" W	322.09'
L2	N 13°26'20" W	140.13'
L3	N 21°42'41" E	160.91'
L4	N 52°10'37" E	203.96'
L5	N 47°35'04" W	103.06'
L6	N 27°00'47" W	169.10'
L7	N 18°40'47" W	137.30'
L8	N 29°55'47" W	97.17'
L9	N 77°24'28" W	76.16'
L10	N 82°29'18" W	66.44'
L11	S 85°35'00" W	58.42'
L12	S 69°09'22" W	77.07'
L13	N 85°40'08" W	85.94'
L14	N 88°41'56" W	88.11'

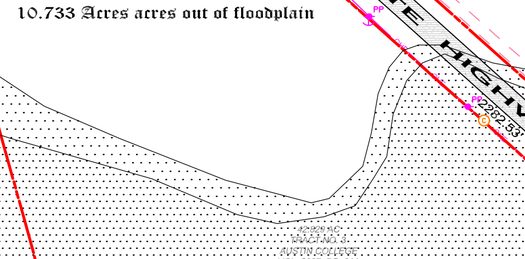
Curve Table

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2814.79'	843.32'	840.17'	S 39°39'25" E

Legend

- SEWER MANHOLE
- GAS MARKER
- ELECTRICAL TRANSFORMER
- ELECTRIC VAULT
- CATV PEDESTAL
- UNDERGROUND CABLE MARK
- TELEPHONE PEDESTAL
- FIRE HYDRANT
- FIBER OPTIC CABLE
- LIGHT POLE
- POWER POLE
- WATER VALVE
- GUY WIRE
- STOP SIGN
- FOUND ROD
- 1/2" STEEL ROD SET (RPLS 6720)
- CONCRETE MONUMENT
- TRAFFIC LIGHTS
- ASPHALT
- GRAVEL
- CONCRETE
- BOUNDARY LINE
- PROPERTY LINE
- OVERHEAD ELECTRIC
- UNDERGROUND GAS LINE
- STOCKADE FENCE
- CHAINLINK FENCE
- BARBWIRE FENCE

Vicinity Map



200 0 100 200 400 800

SCALE ~ 1" = 200'

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ALTA/NSPS Survey

Copley Land Surveying
3904 Texoma Parkway, Sherman, Texas 75076
TX 903-415-0643
john@copleylandsurveying.com
TX Firm No. 10194429, OK C.A. No. 8279

Project Name: Austin College

Project Address:
TBD, S. Dewey Ave & Hwy 11
Sherman, Texas 75020

Prepared For:
BTI CAPITAL, LLC

Drawn by: JNC | Checked by: JCC

Last Site Visit: 5-8-2024 | Sheet: 1 of 3

Date of Survey: 5-8-2024 | Scale: 1" = 200' | CLS Job# 22030149A2

Legal Description Tract 1

Situated in the County of Grayson, State of Texas, being a part of the John Kitchen Survey, Abstract No. 673 and a part of the Robert Thompson Survey, Abstract No. 1200, and being all of the 78.430 acre Tract No. 1, and the Remainder of the 91.717 acre Tract No. 2 conveyed to Austin College by deed of record in Volume 2067, Page 611, Real Property Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a railroad spike found at the intersection of the south line of F.M. Highway No. 697 called (Ida Road) and the center line of Merriman Parkway maintaining the northeast corner of said 78.430 acre Tract No. 1 and the northwest corner of a 1.48 acre tract of land conveyed to Hugh D. Maxwell and Rosemary D. Maxwell by deed of record in Volume 2839, Page 505, Official Public Records, Grayson County, Texas;

Thence **South 15°06'10" East**, along the Centerline of said Merriman Parkway and the east line of said 78.430 acre Tract No. 1, passing railroad spikes found at distances of 409.98 feet, 610.07 feet and 810.12 feet, and passing a mag nail found at a distance of 1,420.23 feet, continuing for a total distance of **2,638.00 feet** to a 1/2" steel rod found in the north line of Tract (A) conveyed to Ponder Holdings, LLC – 503 Merriman Farm Rental Series by deed of record in Document No. 2020-4534 of said Real Property Records, and being in the south line of said Robert Thompson Survey, said rod maintaining the southeast corner of said 78.430 acre Tract No. 1;

Thence **South 74°19'25" West**, along the south line of said 78.430 acre Tract No. 1 and the north line of said Tract (A), a distance of **531.41 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northeast corner of said 91.717 acre Tract No. 2 and the northwest corner of said Tract (A);

Thence southerly along the east line of said 91.717 acre Tract No. 2 and the west line of said Tract (A) the following calls and distances:
South 06°42'40" West, a distance of **435.15 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 00°42'53" East, a distance of **189.75 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 11°13'46" West, a distance of **287.15 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 01°17'24" West, a distance of **322.54 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 15°19'02" East, passing the southwest corner of said Tract (A), and the northwest corner of Tract (B) conveyed of Tract (A) conveyed to Ponder Holdings, LLC – 503 Merriman Farm Rental Series by deed of record in Document No. 2020-4534 of said Real Property Records, continuing along the west line of said Tract (B), for total distance of **1,548.03 feet** to a 1/2" steel rod found in the north line of Ladd Road maintaining the southwest corner of said Tract (B), an angle point in the east line of said 91.717 acre Tract No. 2 and the northwest corner of a 12.034 acre tract of land conveyed to Brown-Lewisville Railroad Family First Limited Partnership by deed of record in Document No. 2019-29325 of said Real Property Records;

Thence **South 15°20'03" East**, continuing along the east line of said 91.717 acre Tract No. 2, the west line of said Ladd Road and the west line of said 12.034 acre tract, a distance of **493.56 feet** to a 1/2" steel rod found in a north right-of-way line of State Highway No. 11 maintaining the southeast corner of the herein described tract and an angle point in the west line of said 12.034 acre tract;

Thence **South 74°58'09" West**, along the north right-of-way line of said State Highway No. 11, a distance of **193.99 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of the herein described tract and an angle point in the east right-of-way line of said State Highway No. 11;

Thence along the east right-of-way line of said State Highway No. 11 and the west line of said 91.717 acre Tract No. 2 the following calls and distances:
North 48°14'26" West, a distance of **2,381.62 feet** to a concrete monument found;
with a curve to the right having a **radius of 2,814.79 feet** (chord bears North 39°39'31" West, a distance of 840.34 feet) an **arc length of 843.50 feet** to a wood monument found;
North 22°52'26" West, passing a 1/2" steel rod found at a distance of 396.50 feet, continuing for at total distance of **417.89 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northwest corner of said 91.717 acre Tract No. 2 and the southwest corner of a 11.7685 acre Second Tract conveyed to the City of Sherman by deed of record in Volume 1342, Page 152, Deed Records, Grayson County, Texas said point being Station 464+28.3 – 78.8' in the north line of said John Kitchen Survey;

Thence **North 74°19'25" East**, along the north line of said 91.717 acre Tract No. 2 and the south of said 11.7685 acre Second Tract, passing the southeast corner of said 11.7685 acre Second Tract and the southwest corner of a tract of land called First Tract conveyed to the City of Sherman by deed of record in Volume 1342, Page 152 of said Deed Records, for a total distance of **1,578.94 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of said 78.430 acre Tract No. 1 and the southeast corner of said First Tract to the City of Sherman;

Thence **North 15°15'52" West**, along a barbwire fence row, the west line of said 78.430 acre Tract No. 1 and the east line of said First Tract to the City of Sherman, a distance of **2,642.82 feet** to a concrete monument found in the south right-of-way line of said F.M. Highway No. 697 maintaining said south right-of-way line of said F.M. Highway No. 697, the northwest corner of said 78.430 acre Tract No. 1 and the northeast corner of said First Tract to the City of Sherman;

Thence along the south right-of-way line of said F.M. Highway No. 697 and the north line of said 78.430 acre Tract No. 1 the following two calls and distances:
North 74°21'10" East, a distance of **796.49 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
North 74°51'10" East, a distance of **484.64 feet** to the **Point-of-Beginning** and containing **169.152 acres** of land.

Legal Description Tract 2

Situated in the County of Grayson, State of Texas, being a part of the John Kitchen Survey, Abstract No. 673 and being all of the 42.829 acre Tract No. 3 conveyed to Austin College by deed of record in Volume 2067, Page 611, Real Property Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the west line of E. 1st Street for the most northerly corner of said 42.829 acre Tract No. 3 and an angle point in the east line of a 57.14 acre tract of land conveyed to Ming-Hong Huang by deed of record in Volume 3368, Page 703, Official Public Records, Grayson County, Texas;

Thence **South 48°14'26" East**, along the west line of said E. 1st Street, the east line of said 42.829 acre Tract No. 3, with the west right-of-way line of State Highway No. 11, a distance of **2,282.53 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for an angle point in the east line of said 42.829 acre Tract No. 3 and point of intersection of the west right-of-way line of said State Highway No. 11 and the north right-of-way line of F.M. Highway No. 1417;

Thence along the north right-of-way line of said F.M. Highway No. 1417 and the south line of said 42.829 acre Tract No. 3 the following calls and distances:
South 44°42'55" East, a distance of **322.09 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 13°26'20" East, a distance of **140.13 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 21°42'41" West, a distance of **160.91 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 52°10'37" West, a distance of **203.96 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 63°29'13" West, a distance of **601.60 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of said 42.829 acre Tract No. 3 and the southeast corner of a 97.5 acre tract of land conveyed to James Edward Forster, Jr. by deed of record in Volume 3118, Page 479 of said Official Public Records;

Thence northerly along the west line of said 42.829 acre Tract No. 3 the following calls and distances:
North 47°35'04" West, a distance of **103.00 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
North 27°00'47" West, a distance of **169.10 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
North 18°40'47" West, a distance of **137.30 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
North 29°55'47" West, passing a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 at a distance of 67.17 feet, continuing for a total distance of **97.17 feet** to a point in the centerline of a creek;

Thence along the centerline of said creek, the west line of said 42.829 acre Tract No. 3 and the east line of said 97.5 acre tract the following calls and distances:
North 77°24'28" West, a distance of **76.16 feet** to a point;
North 82°29'18" West, a distance of **66.44 feet** to a point;
South 85°35'00" West, a distance of **58.42 feet** to a point;
South 69°09'22" West, a distance of **77.07 feet** to a point;
North 85°40'06" West, a distance of **65.94 feet** to a point;
North 88°41'56" West, a distance of **66.11 feet** to a point being the southeast corner of said 57.14 acre tract, the most westerly southwest corner of said 42.829 acre Tract No. 3 and an angle point in the east line of said 97.5 acre tract;

Thence **North 15°33'32" West**, along the east line of said 57.14 acre tract and the west line of said 42.829 acre Tract No. 3, passing a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 at a distance of 30.00 feet, continuing for a total distance of **2,070.09 feet** to the **Point-of-Beginning** and containing **42.897 acres** of land.

The property described herein is the same property described in Fidelity National Title Insurance Company Commitment No. GF No. 2412899-SMDF with an effective date of April 7, 2024 and issued date of April 15, 2024 and all easements, covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the site or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the subject property.

Schedule "B" Items

e. Easement or Right-of-Way from R.A. Chapman to Texas Power & Light Company, of record in Volume 249, Page 80 of the Deed Records of Grayson County, Texas.
AFFECTS THE SUBJECT TRACT

f. Easement and Right-of-Way from R.A. Chapman, Jr. to Texas Power & Light Company, of record in Volume 515, Page 264 of the Deed Records of Grayson County, Texas.
AFFECTS THE SUBJECT TRACT

g. Easement from Mary M. Gutsch and Milton R. Gutsch to the State of Texas, of record in Volume 869, Page 479 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

h. Easement and Right-of-Way from Mary Mayfield Gutsch and the Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to Texas Power & Light Company, of record in Volume 1101, Page 13 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT

i. Easement from The Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to the State of Texas, of record in Volume 1127, Page 615 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

j. Easement from The Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to the City of Sherman, of record in Volume 1522, Page 469 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

k. Easement from The Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to the City of Sherman, of record in Volume 1649, Page 17 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

l. Easement and Right-of-Way Agreement from Austin College to Gulf Crossing Pipeline Company, LLC, of record in Volume 5311, Page 468 of the Official Public Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

m. Easement and Right-of-Way Agreement from Austin College to Gulf Crossing Pipeline Company, LLC, of record in Volume 5311, Page 476 of the Official Public Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

o. Easement from Austin College to Enterprise Texas Pipeline, LLC, of record in Volume 4503, Page 369 of the Official Public Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

p. Any and all rights associated with that easement granted to Texas Power and Light, for electric power line purposes, together with all terms and conditions as set forth in Volume 937, Page 628, Deed Records, Grayson County, Texas
AFFECTS SUBJECT TRACT AS SHOWN

Zoning Notes

Property is located in areas designated as:
"Not zoned" (Area Not yet zoned) by the City of Sherman Zoning Department or County of Grayson

Flood Zone Notes

By graphic plotting only, portions of this property lie within Zone "X, A, & AE" (areas not within the 100 yr. flood zone - no base point elevation) as defined by FEMA Flood Insurance Rate Map, No. 48181C0405 F, which bears an effective date of September 29, 2010.

General Notes

1. The property has an area of 7,368,264 sq. ft. or 169.152 acre of land in Tract 1 and an area of 1,868,603 sq. ft. or 42.897 acre of land in Tract 2.
2. Basis of bearings is Grid North, NAD 83, Texas State Plane Coordinate System, North Central Zone.
3. There was no visible evidence of the use of the subject property as a solid waste dump, sump or sanitary landfill at the time of survey.
4. There are no visible signs of cemeteries.
5. All visible above ground indications of utilities are depicted hereon.
7. There was no visible evidence of striping at time of survey.
8. There was no visible evidence of parking spaces on surface parking areas, lots and in parking structures.

Surveyor Certification

The Undersigned, being a registered surveyor of the State of Texas certifies to:

BTI Capital, LLC

that:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7, 8, 9, 11(a), 13, 16, and 18 of Table A thereof.
The field work was completed on May 8th, 2024.

Date of Plat or Map: May 8th, 2024

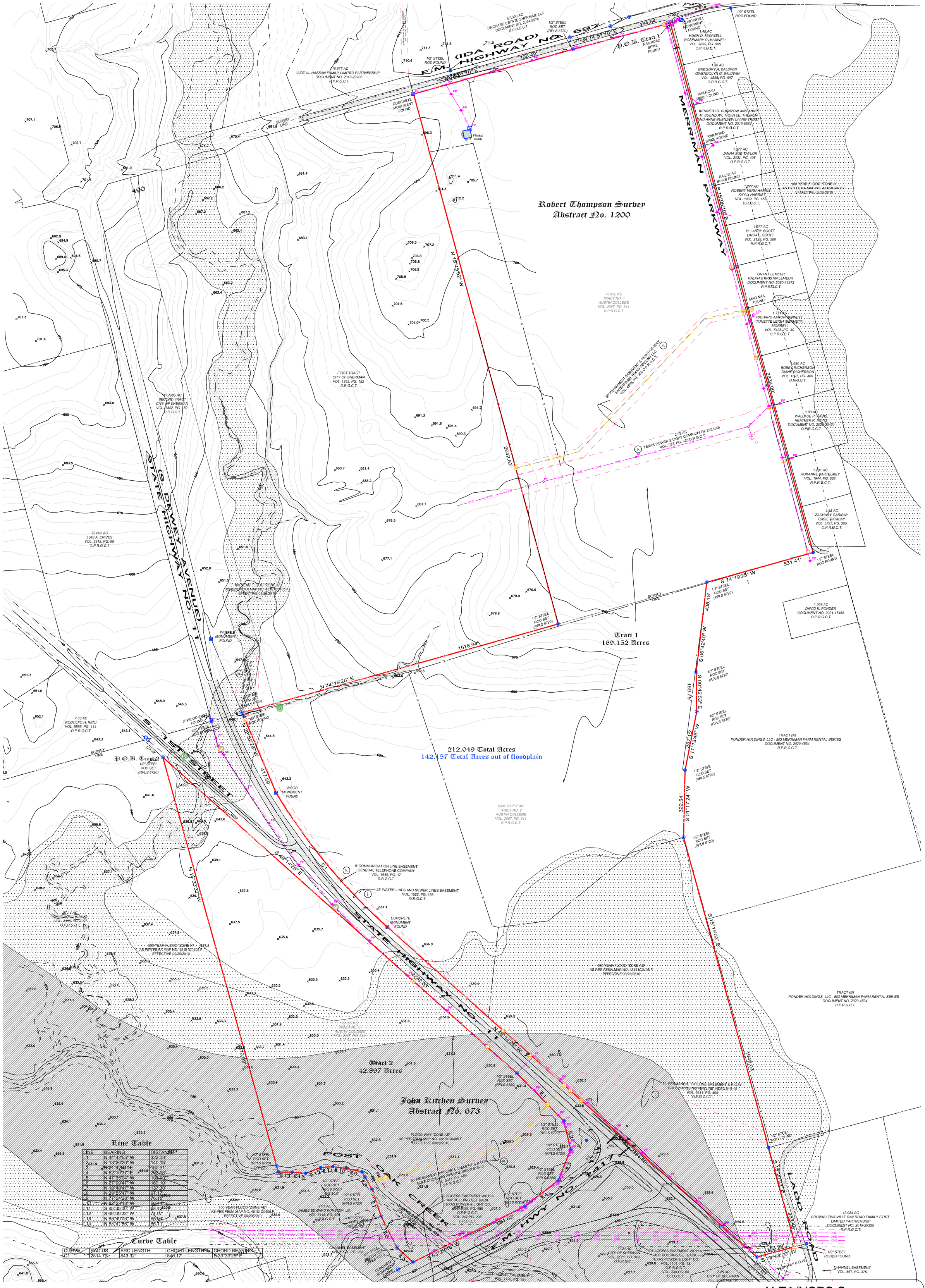
John C. Copley
State of Texas
Registered Professional
Land Surveyor # 6720

STATE OF TEXAS
REGISTERED
JOHN C. COPLEY
6720
PROFESSIONAL
LAND SURVEYOR

ALTA/NSPS Survey

Copley Land Surveying
3904 Texoma Parkway, Sherman, Texas 75076
TX 903-415-0643
john@copleylandsurveying.com
TX Firm No. 10194429, OK C.A. No. 8279

Project Name: Austin College		
Project Address: TBD, S. Dewey Ave & Hwy 11 Sherman, Texas 75020	Prepared For: BTI CAPITAL, LLC	
	Drawn by: JMC	Checked by: JCC
Last Site Visit: 5-8-2024		Sheet: 2 of 3
Date of Survey: 5-8-2024	Scale: 1" = 200'	CLS Job# 22030149A2



Line Table

LINE	BEARING	DISTANCE
L1	N 44°42'55" W	322.09'
L2	N 13°26'20" W	140.13'
L3	N 21°42'51" E	160.91'
L4	N 52°10'37" E	203.66'
L5	N 47°35'04" W	103.00'
L6	N 27°00'47" W	169.10'
L7	N 18°40'47" W	137.30'
L8	N 29°55'47" W	97.17'
L9	N 77°24'28" W	76.15'
L10	N 82°29'18" W	66.44'
L11	S 85°35'00" W	58.42'
L12	S 69°09'22" W	70.07'
L13	N 85°40'06" W	65.94'
L14	N 88°41'56" W	66.11'

Curve Table

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2814.79'	843.32'	840.17'	S 39°39'25" E

Legend

- SEWER MANHOLE
- GAS MARKER
- ELECTRICAL TRANSFORMER
- ELECTRIC VAULT
- CATV PEDESTAL
- UNDERGROUND CABLE MARK
- TELEPHONE PEDESTAL
- FIRE HYDRANT
- FIBER OPTIC CABLE
- LIGHT POLE
- POWER POLE
- WATER VALVE
- GUY WIRE
- STOP SIGN
- FOUND ROD
- 1/2" STEEL ROD SET (RPLS 6720)
- CONCRETE MONUMENT
- TRAFFIC LIGHTS
- ASPHALT
- GRAVEL
- CONCRETE
- BOUNDARY LINE
- PROPERTY LINE
- OVERHEAD ELECTRIC
- UNDERGROUND GAS LINE
- STOCKADE FENCE
- CHAINLINK FENCE
- BARBWIRE FENCE

N W E S

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE (4202)

200 0 100 200 400 800

SCALE ~ 1" = 200'

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CITY OF SHERMAN
TOPOGRAPH OVERLAY
2' CONTOURS (LIMITED)

ALTA/NSPS Survey

Copley Land Surveying
5904 Texoma Parkway, Sherman, Texas 75076
TX 903-415-0643
john@copleylandsurveying.com
TX Firm No. 10194429, OK C.A. No. 8279

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Last Site Visit: 5-8-2024		Sheet: 3 of 3
Date of Survey: 5-8-2024	Scale: 1" = 200'	CLS Job# 22030149A2

BTI CAPITAL LLC
a real estate investment company

AUSTIN COLLEGE | Business Affairs

September 29th, 2025

Ms. Amber Doan
Engineering and Development Coordinator
City of Sherman
220 W. Mulberry Street
Sherman, Texas 75090

Dear Ms. Doan,

BTI Capital, LLC and Austin College together own the 212.1 acres proposed to the City of Sherman (the "City") for annexation, to be known as Post Oak Village (the "Property"). The Property is near the corner of FM 697 and SH 11 in Sherman, Texas ETJ. Please see the attached survey defining the Property. A Purchase Agreement exists between the two owners for BTI Capital, LLC to purchase the remainder of the Property currently owned by Austin College.

BTI Capital, LLC and Austin College are requesting that the Property be annexed into the City of Sherman. This request is made with the condition that the City provides municipal services necessary for future development pursuant to the aforementioned Purchase Agreement. The services that we are requesting include, but are not limited to, water and wastewater service for the entirety of the 212.1-acre property. BTI Capital, LLC and Austin College plan to follow through with annexation under the condition that the proposed Planned Development zoning is also approved by the City.

Sincerely,

BTI Capital, LLC

Robert E. Tesch – Manager

9-30-2025

Date

Austin College

J Pernell Jones – VP of Business Affairs

09/30/2025

Date

:

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the John Kitchen Survey, Abstract No. 673 and a part of the Robert Thompson Survey, Abstract No. 1200, and being all of the 78.430 acre Tract No. 1, and the Remainder of the 91.717 acre Tract No. 2, and being all of the 42.829 acre Tract No. 3 of lands conveyed to Austin College by deed of record in Volume 2067, Page 611, Real Property Records, Grayson County, Texas and being all of the 17.496 acre tract of land conveyed to BTI Capital, LLC by deed of record in Document No. 2024-23841, Official Records, Grayson County, Texas and being that portion of F.M. Highway No. 697, a.k.a. Ida Road being north and adjacent to said 17.496 acre tract and being a part of F.M. Highway No. 1417 and State Highway No. 11 and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod set with an aluminum cap marked COPLEYRPLS 6720 in the north line of said 91.717 acre Tract No. 2, for the southwest corner of said 78.430 acre Tract No. 1, the southeast corner of Sherman Animal Shelter Addition, an addition to the City of Sherman, Texas as shown by plat of record in Document No. 2025-123, Plat Records, Grayson County, Texas and the southeast corner of the called 102 acre tract of land Annexed to the City of Sherman in Ordinance No. 2999;

Thence North 15°17'51" West, with 102 acre tract (Ordinance No. 2999), passing a concrete monument found in the south right-of-way line of F.M. Highway No. 697 (a.k.a. Ida Road), at a distance of 2642.81 feet, continuing for a total distance of 2 732.81 feet to a point in the north right-of-way line of said F.M. Highway No. 697, being the northeast corner of said 102 acre tract(Ordinance No. 2999) and in the common south line of a 118.877 acre tract of land conveyed to Aziz Ul-Hassan Family Limited Partnership by deed of record in Document No. 2018-23206 of said Official Records and a 223.907 acre tract of land Annexed to the City of Sherman in Ordinance No. 3941;

Thence South 88°57'01" East, along the north right-of-way line of said F.M. Highway No. 697, the south line of said 118.877 acre tract and the south line of said 223.907 acre tract (Ordinance No. 3941), a distance of 104.38 feet to a point;

Thence North 74°21'11" East, continuing along the north right-of-way line of said F.M. Highway No. 697, the south line of said 118.877 acre tract and the south line of said 223.907 acre tract (Ordinance No. 3941), passing a 1/2" steel rod found maintaining the southeast corner of said 118.877 acre tract and the southwest corner of a 57.300 acre tract of land conveyed to Orchard Estate Sherman, LLC by deed of record in Document No. 2024-8974 of said Official Records, at a distance of 101.28 feet, continuing along the south line of said 57.300 acre tract for a total distance of 697.84 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

Thence along the north right-of-way line of said F.M. Highway No. 697, the south line of said 57.300 acre tract and the south line of said 223.907 acre tract (Ordinance No. 3941) the following calls and distances:

North 74°51'11" East, a distance of 202.53 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

North 63°31'56" East, a distance of 101.88 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

North 74°51'11" East, a distance of 182.43 feet to a point;

Thence South 15°06'10" East, passing a railroad spike found at the intersection of the south line of F.M. Highway No. 697 called (Ida Road) and the center line of Merriman Parkway maintaining the northeast corner of said 78.430 acre Tract No. 1 and the northwest corner of a 1.48 acre tract of land conveyed to Hugh D. Maxwell and Rosemary D. Maxwell by deed of record in Volume 2839, Page 505, Official Public Records, Grayson County, Texas, at a distance of 80.00 feet, continuing along the Centerline of said Merriman Parkway and the east line of said 78.430 acre Tract No. 1, passing railroad spikes found at distances of 489.98 feet, 690.07 feet and 890.12 feet, and passing a mag nail found at a distance of 1,500.23 feet, continuing for a total distance of 2,718.00 feet to a 1/2" steel rod found in the north line of Tract (A) conveyed to Ponder Holdings, LLC - 503 Merriman Farm Rental Series by deed of record in Document No. 2020-4534 of said Real Property Records, and being in the south line of said Robert Thompson Survey, said rod maintaining the southeast corner of said 78.430 acre Tract No. 1;
Thence South 74°19'25" West, along the south line of said 78.430 acre Tract No. 1 and the north line of said Tract (A), a distance of 531.41 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northeast corner of said 91.717 acre Tract No. 2 and the northwest corner of said Tract (A);

Thence southerly along the east line of said 91.717 acre Tract No. 2 and the west line of said Tract (A) the following calls and distances:
South 06°42'40" West, a distance of 435.15 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 00°42'53" East, a distance of 189.75 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 11°13'46" West, a distance of 287.15 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 01°17'24" West, a distance of 322.54 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;

South 15°19'02" East, passing the southwest corner of said Tract (A), and the northwest corner of Tract (B) conveyed of Tract (A) conveyed to Ponder Holdings, LLC - 503 Merriman Farm Rental Series by deed of record in Document No. 2020-4534 of said Real Property Records, continuing along the west line of said Tract (B), for total distance of 1,548.03 feet to a 1/2" steel rod found in the north line of Ladd Road maintaining the southwest corner of said Tract (B), an angle point in the east line of said 91.717 acre Tract No. 2 and the northwest corner of a 12.034 acre tract of land conveyed to Brown-Lewisville Railroad Family First Limited Partnership by deed of record in Document No. 2019-29325 of said Real Property Records;

Thence South 15°20'03" East, continuing along the east line of said 91.717 acre Tract No. 2, the west line of said Ladd Road and the west line of said 12.034 acre tract, a distance of 493.56 feet to a 1/2" steel rod found in a north right-of-way line of State Highway No. 11 maintaining the southeast corner of the herein described tract and an angle point in the west line of said 12.034 acre tract;
Thence South 74°58'09" West, along the north right-of-way line of said State Highway No. 11, a distance of 193.99 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of the herein described tract and an angle point in the north or east right-of-way line of State Highway No. 11;
Thence South 40°17'08" West, a distance of 111.56 feet to a point in the south or

west right-of- way line of said State Highway No. 11 and in the northeast line of a 7.25 acre tract of land conveyed to the City of Sherman, by deed of record in Volume 3003, Page 101 of said Official Public Records;

Thence North 49°42 52" West, along the south or west right-of-way line of said State Highway No. 11, ȧnd the northeast line of said 7.25 acre tract, passing the northeast corner of said 7.25 acre tract and the most northerly southeast corner of an 11.24 acre tract of land conveyed to the City of Sherman, by deed of record in Volume 2971, Page 849 of said Official Public Records, at a distance of 77.55 feet, continuing along the north line of said 11.24 acre tract for a total distance of 310.80 feet to a point;

Thence along the south or west right-of-way line of said State Highway No. 11 and the south right-of-way line of EM. Highway No. 1417 and the north line of said 11.24 acre tract the following calls and distances:

North 77°28'18" West, a distance of 276.56 feet to a point; South 75°15'18" West, a distance of 490.31 feet to a point; South 63°29'13" West, a distance of 571.60 feet to a point;

Thence North 26°30'47" West, a distance of 200.00 feet to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the north right-of-way line of said F.M. Highway No. 1417, for the southwest corner of said 42.829 acre Tract No. 3 and the southeast corner of a 97.5 acre tract of land conveyed to James Edward Forster, Jr. by deed of record in Volume 3118, Page 479 of said Official Public Records;

Thence northerly along the west line of said 42.829 acre Tract No. 3 the following calls and distances:

North 47°35'04" West, a distance of 103.00 feet to a 1/2" steel rod set with an aluminum cap,
marked COPLEY RPLS 6720;

North 27°00 47" West, a distance of 169.10 feet to a 1/2" steel rod set with an aluminum cap
marked COPLEY RPLS 6720;

North 18°40'47" West, a distance of 137.30 feet to a 1/2" steel rod set with an aluminum cap
marked COPLEY RPLS 6720;

North 29°55'47" West, passing a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 at a distance of 67.17 feet, continuing for a total distance of 97.17 feet to a point in the centerline of a creek;

Thence along the centerline of said creek, the west line of said 42.829 acre Tract No. 3 and the east line of said 97.5 acre tract the following calls and distances:

North 77°24'28" West, a distance of 76.16 feet to a point;
North 82°29 18" West, a distance of 66.44 feet to a point;
South 85°35'00" West, a distance of 58.42 feet to a point;
South 69°09'22" West, a distance of 77.07 feet to a point;
North 85°40'06" West, a distance of 65.94 feet to a point;
North 88°41'56" West, a distance of 66.11 feet to a point being the southeast corner of the 57.14 acre tract of land conveyed to Ming-Hong Huang by deed of record in Volume 3368, Page 703 of said Official Public Records, the most westerly southwest corner of said 42.829 acre Tract No. 3 and an angle point in the east line of said 97.5 acre tract;

Thence North 15°33'32" West, along the east line of said 57.14 acre tract and the west line of said 42.829 acre Tract No. 3, passing 1/2" steel rods set with an aluminum cap marked COPLEY RPLS 6720 at a distances of 30.00 feet, for a total distance of 2,070.09 feet, a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the west line of S. 1st Street for the most northerly corner of said

42.829 acre Tract No. 3 and an angle point in the east line of said 57.14 acre tract;

Thence North 48°14'26" West, along the west line of said S. 1st Street and the northeast line of said 57.14 acre tract, a distance of 123.02 feet to a point in the north survey line of said John Kitchen Survey, Abstract No. 673, being the northeast corner of said 57.14 acre tract and the southeast corner of a 7.00 acre tract of land conveyed to Rodolfo H. Rico by deed of record in Volume 5555, Page 114 of said Official Public Records;

Thence North 74°19'25" East, along the north line of said John Kitchen Survey, Abstract No. 673, passing the east line of S. 1st Street, and the southwest corner of 23.602 acre tract of land conveyed to Luis A. Erives by deed of record in Volume 5913, Page 98 of said Official Public Records, at a distance of 118.67 feet, continuing along the south line of said 23.602 acre tract, passing a 1/2" steel rod found in the west right-of-way line of said State Highway No. 11 maintaining the southeast corner of said 23.602 acre tract, at a distance of 336.97 feet continuing and passing a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northwest corner of said 91.717 acre Tract No. 2 and the southwest corner of said Sherman Animal Shelter Addition, said point being Station 464+28.3 – 78.8' in the north line of said John Kitchen Survey at a distance of 491.73 feet, continuing along the north line of said 91.717 acre Tract No. 2 and the south of said Sherman Animal Shelter Addition for a total distance of 2,070.67 feet to the Point-of-Beginning and containing 234.484 acres of land.

DATED THIS THE 20th DAY OF NOVEMBER 2025

CITY OF SHERMAN, TEXAS

_____

TERI FINE, CITY CLERK

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

ANNEXATION SERVICE PLAN AGREEMENT

This SERVICE PLAN AGREEMENT ("Agreement") is made and entered into by and among the CITY OF SHERMAN, TEXAS, a home-rule municipality ("Sherman"), and BTI CAPITAL, LLC and AUSTIN COLLEGE ("Landowner" or "Developer"). Sherman and Landowner or Developer are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Landowner is the sole owner of that certain tract of land consisting of 234.484± acres, situated in the John Kitchen Survey, Abstract No. 673 and the Robert Thompson Survey, Abstract No. 1200, Grayson County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property" or "Annexed Area"); and

WHEREAS, Landowner submitted to Sherman a voluntary request for annexation of the Property into the corporate limits of Sherman pursuant to Subchapter C-3 of Chapter 43 of the Texas Local Government Code; and

WHEREAS, Landowner acknowledges and agrees that in submitting the voluntary request for annexation of the Property, Landowner has fully investigated and is aware of the rights, duties and obligations that will apply to Landowner and its successors and assigns, as owner of the Property, in the event that the Sherman City Council adopts an ordinance annexing the Property into the corporate limits of Sherman (the "Annexation Ordinance"); and

WHEREAS, Landowner acknowledges and agrees that Sherman has complied or will comply with all requirements for the consideration of Landowner' request for annexation of the Property pursuant to Chapter 43 of the Texas Local Government Code, including holding a public hearing and providing the required public notices regarding the requested annexation; and

WHEREAS, Landowner acknowledges and agrees that the Property is eligible for annexation in all respects under Texas law; and

WHEREAS, the parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code to memorialize their agreement regarding the services Sherman will provide to the Property provided that the Sherman City Council adopts the Annexation Ordinance; and

WHEREAS, Landowner acknowledges and agrees that this Agreement fully complies with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, Sherman has investigated and determined that it would be advantageous and beneficial to Sherman and its citizens to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Sherman and Landowner agree as follows:

1. **Incorporation of Recitals**. The representations, covenants and recitations set forth in the

forth in the foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of Sherman and Landowner.

2. **Land Subject to Agreement**. The land that is subject to this Agreement is the Property. Landowner represents that he is the sole owner of the Property.

3. **Agreement Conditioned on Annexation**. This Agreement and the rights, duties and obligations herein are subject to and conditioned on the Sherman City Council adopting the Annexation Ordinance within ninety (90) days after the Effective Date (hereinafter defined) of this Agreement. In the event that the Sherman City Council does not adopt the Annexation Ordinance within ninety (90) days after the Effective Date of this Agreement, this Agreement shall not be effective and neither party shall have any rights, duties or obligations of any kind under this Agreement. In the event Landowner argues or claims that a term, condition or provision of this Agreement or the Annexation Ordinance is invalid, illegal, void, unenforceable or unlawful, then Sherman has the option to terminate this Agreement, effective immediately.

4. **Agreed Service Plan**. Subject to the terms and conditions of this Agreement, the parties agree that Sherman shall furnish or provide for the following municipal services to the Property after annexation at the following levels and in accordance with the following schedule:

   (a) Police Services.

      (i) Patrolling, responses to calls and other routine police services, within the limits of existing personnel and equipment and in a manner consistent with the methods of Sherman, will be provided in the Annexed Area on the effective date of the Annexation Ordinance.

      (ii) Upon ultimate development of the Annexed Area, the same level of police services will be provided to the Annexed Area as are furnished throughout Sherman at that time.

   (b) Fire Services.

      (i) Fire protection and emergency ambulance services and equipment, within the limits of existing personnel and equipment and the limits of available water and distances from existing fire stations and in a manner consistent with the methods of Sherman, will be provided to the Annexed Area upon the effective date of the Annexation Ordinance.

      (ii) Upon ultimate development of the Annexed Area, the same level of fire and emergency ambulance services will be provided to the Annexed Area as are furnished throughout Sherman at that time.

(c) Environmental Health and Code Enforcement Services.

(i) Enforcement of Sherman's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within the Annexed Area within sixty (60) days of the effective date of the Annexation Ordinance. Sherman's environmental health ordinances and regulations will be enforced through the use of existing personnel.

(ii) As development and construction commence in the Annexed Area, sufficient personnel will be provided to furnish the Annexed Area with the same level of environmental health and code enforcement services as are furnished throughout Sherman at that time.

(d) Building Inspections.

(i) Inspection services, including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with Sherman's codes, regulations and ordinances will be provided within sixty (60) days of the effective date of the Annexation Ordinance. Existing personnel will be used to provide such services.

(ii) All inspection services furnished by Sherman but not mentioned above will be provided to the Annexed Area beginning within sixty (60) days of the effective date of the Annexation Ordinance.

(e) Planning and Zoning Services.

(i) The planning and zoning jurisdiction of Sherman will extend to the Annexed Area upon the effective date of the Annexation Ordinance. Sherman city planning will thereafter encompass the Annexed Area, and it shall be entitled to consideration for zoning in accordance with Sherman's Zoning Ordinance and Comprehensive Plan.

(ii) Sherman's zoning, subdivision, sign and other ordinances shall be enforced in the Annexed Area beginning on the effective date of the Annexation Ordinance.

(f) Park and Recreation Services.

(i) Inhabitants of the Annexed Area may utilize all existing park and recreational services, facilities and sites throughout Sherman beginning on the effective date of the Annexation Ordinance.

(ii) Additional facilities and sites to serve the Annexed Area will be acquired, developed and maintained at locations and times provided by applicable plans, policies, programs and decisions of Sherman. The Annexed Area will be included in all future plans for providing parks and recreation services to Sherman.

(iii) Existing parks, playgrounds, swimming pools and other recreational facilities within the Annexed Area shall, upon dedication to and acceptance by Sherman, be maintained and operated by Sherman, but not otherwise.

(g) Solid Waste Collection Services.

(i) Solid waste collection services shall be provided to the Annexed Area in accordance with Sherman's existing policies, beginning on the effective date of the Annexation Ordinance.

(ii) As development and construction commence in the Annexed Area and population density increases in the Annexed Area, solid waste collection services shall be provided to the Annexed Area in accordance with Sherman's policies regarding frequency, changes and the like as are existing at that time.

(h) Streets.

(i) Sherman's existing policies with regard to street maintenance, applicable throughout Sherman, shall apply to the Annexed Area beginning on the effective date of the Annexation Ordinance. Unless a street within the Annexed Area has been constructed or is improved to Sherman's standards and specifications, such street will not be maintained by Sherman. Notwithstanding anything to the contrary herein, private streets within the Annexed Area shall remain private streets after annexation and Sherman and the Landowner agree that Sherman shall have no obligation to maintain, repair or improve the private streets or to pay the costs thereof.

(ii) As development, improvement or construction of streets to Sherman's standards commences within the Annexed Area, the policies of Sherman with regard to participation in the costs thereof, acceptance upon completion thereof and maintenance after completion thereof shall apply as such policies exist at that time.

(iii) The same level of maintenance shall be provided to streets within the Annexed Area that are accepted by Sherman as is provided to streets throughout Sherman.

(iv) Street lighting installed on streets improved to Sherman's standards and specifications shall be maintained by the appropriate franchise holder in accordance with existing Sherman policies.

(i) Water Services.

(i) Connection to existing Sherman water mains for water service for domestic, commercial and industrial use within the Annexed Area will be provided in accordance with existing Sherman policies. Upon connection to existing mains, water will be provided at rates established by Sherman ordinances for such service throughout Sherman.

(ii) As development and construction commence on the Annexed Area, Sherman water mains will be extended in accordance with provisions of the Subdivision Ordinance and other applicable ordinances and regulations in effect at that time. Sherman's participation in the costs of such extensions shall be in accordance with the applicable Sherman ordinances and regulations in effect at that time. Such extensions will be commenced in accordance with state law.

(iii) Water mains installed or improved to Sherman's standards which are within the Annexed Area and are within dedicated easements shall be maintained by Sherman beginning on the effective date of the Annexation Ordinance.

(iv) Private water lines within the Annexed Area shall be maintained by their respective owners in accordance with existing policies applicable throughout Sherman.

(j) Sanitary Sewer Services.

(i) Connections to existing Sherman sanitary sewer mains for sanitary sewer service in the Annexed Area will be provided in accordance with existing Sherman policies. Upon connection, sanitary sewer service will be provided at rates established by Sherman ordinances for such service throughout Sherman.

(ii) Sanitary sewer mains and/or lift stations installed or improved to Sherman's standards that are located in dedicated easements, are within the Annexed Area and are connected to Sherman mains will be maintained by Sherman beginning on the effective date of the Annexation Ordinance.

(iii) As development and construction commence in the Annexed Area, Sherman sanitary sewer services will be extended in accordance with provisions of the Subdivision Ordinance and other applicable Sherman ordinances and regulations in effect at that time. Sherman's participation in the costs of such extensions shall be in accordance with the applicable Sherman ordinances and regulations in effect at that time. Such extensions will be commenced in accordance with state law.

(k) Miscellaneous.

(i) General municipal administration and administrative services of Sherman shall be available to the Annexed Area beginning on the effective date of the Annexation Ordinance.

(ii) Notwithstanding anything set forth above, this Service Plan does not require all municipal services be provided as set forth above if different characteristics of topography, land use and population density are considered a sufficient basis for providing different levels of service.

5. **Default**. If Sherman fails to comply with the terms and conditions of this Agreement and such failure is not cured within a reasonable period of time after Sherman receives written notice of such failure from Landowner, then Landowner may seek disannexation pursuant to Section 43.141 of the Texas Local Government Code as its sole and exclusive remedy. In no event shall Sherman be liable to Landowner or any other owner or inhabitant of the Annexed Area for any direct, indirect, incidental, special or consequential damages arising out of this Agreement or for the cost of procurement of substitute services.

6. **Covenant Running with the Land**. This Agreement shall be a covenant running with the land and Property and shall be binding on Landowner and Landowner's successors and assigns.

7. **Limitations of Agreement**. Sherman ordinances covering property taxes, utility rates, permit fees, inspection fees, tree mitigation fees, impact fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Landowner to Sherman under any ordinance, whether now existing or in the future arising.

8. **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 facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or 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 Sherman, addressed to it at:

City of Sherman
Attn: Dr. Zachary Flores, City Manager
220 West Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7200
Facsimile: (903) 892-7355
Email: zacharyf@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
Facsimile: (214) 544-4044
Email: rpittman@abernathy-law.com

If to Landowner, addressed to him at:

BTI CAPITAL, LLC
Attn: Robert E. Tesch
2001 Auburn Hills Parkway
McKinney, TX 75071
Telephone: (469) 795-6615
Email: Bob@BTITexas.com

AUSTIN COLLEGE
Attn: J. Pernell Jones
900 Grand Ave., Ste. 6F
Sherman, TX 75090
Telephone: (903) 813-2235
Email:
PJones@AustinCollege.edu

10. **Release. LANDOWNER HEREBY RELEASES, WAIVES AND HOLDS HARMLESS SHERMAN AND ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ALL DAMAGES, INJURIES, CLAIMS, OBJECTIONS, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS ARISING OUT OF OR RELATED TO SHERMAN'S ANNEXATION OF THE PROPERTY, SHERMAN'S CONSIDERATION OF ANNEXATION OF THE PROPERTY AND SHERMAN'S ADOPTION OF THE ANNEXATION ORDINANCE. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

11. **Vested Rights/Chapter 245 Waiver**. This Agreement shall confer no vested rights on the Property, or any portion thereof. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides Sherman with fair notice of any project of Landowner. **LANDOWNER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

12. **Warranties/Representations**. All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

13. **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.

14. **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.

15. **Consideration**. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

16. **Multiple Counterparts**. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

17. **Authority to Execute**. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined). Landowner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and **Landowner covenants and agrees to indemnify, hold harmless, and defend Sherman and its Council members, officers, agents, representatives and employees against any and all claims asserted by any person claiming an ownership interest in the Property who has not signed the Agreement that arise in any way from Sherman's reliance on this Agreement**.

18. **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.

19. **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.

20. **No Third Party Beneficiaries**. Nothing in this Agreement shall be construed to create 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.

21. **Immunity**. It is expressly understood and agreed that, in the execution and performance of this Agreement, Sherman has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that

would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

22. **Miscellaneous Drafting Provisions**. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

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 sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager

Date: _____

Attested to by:

_____
Teri Fine, City Clerk

Approved as to Form and Content:
The Law Firm of Abernathy,
Roeder, Boyd & Hullett, P.C.

By: _____
Name: Ryan D. Pittman
Title: City Attorney

BTI CAPITAL, LLC

By: _____
Printed Name: Robert E. Tesch
Title: Manager
Date: 10/16/2025

AUSTIN COLLEGE

By: _____
Printed Name: J. Pernell Jones
Title: VP of Business Affairs
Date: 10/16/2025

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Zachary Flores**, known to me to be one of the persons whose names are 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 home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Sherman, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

_____
Notary Public, State of Texas
My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF Grayson §

BEFORE ME, the undersigned authority, on this day personally appeared **Robert E. Tesch,** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 16 day of October, 2025.

JOHNA MARCELL BOATRIGHT
My Notary ID # 124357141
Expires March 1, 2029

Notary Public, State of Texas
My Commission Expires: 3/1/29

STATE OF TEXAS §
§
COUNTY OF Grayson §

BEFORE ME, the undersigned authority, on this day personally appeared **J. PERNELL JONES,** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 16 day of October, 2025

JOHNA MARCELL BOATRIGHT
My Notary ID # 124357141
Expires March 1, 2029

Notary Public, State of Texas
My Commission Expires: 3/1/29

Exhibit A

Situated *in the County of Grayson, State of Texas, being a part of the John Kitchen Survey, Abstract No. 673 and a part of the Robert Thompson Survey, Abstract No. 1200, and being all of the 78.430 acre Tract No. 1, and the Remainder of the 91.717 acre Tract No. 2, and being all of the 42.829 acre Tract No. 3 of lands conveyed to Austin College by deed of record in Volume 2067, Page 611, Real Property Records, Grayson County, Texas and being all of the 17.496 acre tract of land conveyed to BTI Capital, LLC by deed of record in Document No. 2024-23841, Official Records, Grayson County, Texas and being that portion of F.M. Highway No. 697, a.k.a. Ida Road being north and adjacent to said 17.496 acre tract and being a part of F.M. Highway No. 1417 and State Highway No. 11 and being more particularly described by metes and bounds as follows:*

Beginning *at a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the north line of said 91.717 acre Tract No. 2, for the southwest corner of said 78.430 acre Tract No. 1, the southeast corner of Sherman Animal Shelter Addition, an addition to the City of Sherman, Texas as shown by plat of record in Document No. 2025-123, Plat Records, Grayson County, Texas and the southeast corner of the called 102 acre tract of land Annexed to the City of Sherman in Ordinance No. 2999;*

Thence ***North 15°17'51" West****, with 102 acre tract (Ordinance No. 2999), passing a concrete monument found in the south right-of-way line of F.M. Highway No. 697 (a.k.a. Ida Road), at a distance of 2642.81 feet, continuing for a total distance of* ***2,732.81 feet*** *to a point in the north right-of-way line of said F.M. Highway No. 697, being the northeast corner of said 102 acre tract(Ordinance No. 2999) and in the common south line of a 118.877 acre tract of land conveyed to Aziz Ul-Hassan Family Limited Partnership by deed of record in Document No. 2018-23206 of said Official Records and a 223.907 acre tract of land Annexed to the City of Sherman in Ordinance No. 3941;*

Thence ***South 88°57'01" East****, along the north right-of-way line of said F.M. Highway No. 697, the south line of said 118.877 acre tract and the south line of said 223.907 acre tract (Ordinance No. 3941), a distance of* ***104.38 feet*** *to a point;*

Thence ***North 74°21'11" East****, continuing along the north right-of-way line of said F.M. Highway No. 697, the south line of said 118.877 acre tract and the south line of said 223.907 acre tract (Ordinance No. 3941), passing a 1/2" steel rod found maintaining the southeast corner of said 118.877 acre tract and the southwest corner of a 57.300 acre tract of land conveyed to Orchard Estate Sherman, LLC by deed of record in Document No. 2024-8974 of said Official Records, at a distance of 101.28 feet, continuing along the south line of said 57.300 acre tract for a total distance of* ***697.84 feet*** *to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;*

Thence along the north right-of-way line of said F.M. Highway No. 697, the south line of said 57.300 acre tract and the south line of said 223.907 acre tract (Ordinance No. 3941) the following calls and distances:

*North 74°51'11" East, a distance of **202.53 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;*
*North 63°31'56" East, a distance of **101.88 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;*
*North 74°51'11" East, a distance of **182.43 feet** to a point;*

*Thence **South 15°06'10" East**, passing a railroad spike found at the intersection of the south line of F.M. Highway No. 697 called (Ida Road) and the center line of Merriman Parkway maintaining the northeast corner of said 78.430 acre Tract No. 1 and the northwest corner of a 1.48 acre tract of land conveyed to Hugh D. Maxwell and Rosemary D. Maxwell by deed of record in Volume 2839, Page 505, Official Public Records, Grayson County, Texas, at a distance of 80.00 feet, continuing along the Centerline of said Merriman Parkway and the east line of said 78.430 acre Tract No. 1, passing railroad spikes found at distances of 489.98 feet, 690.07 feet and 890.12 feet, and passing a mag nail found at a distance of 1,500.23 feet, continuing for a total distance of **2,718.00 feet** to a 1/2" steel rod found in the north line of Tract (A) conveyed to Ponder Holdings, LLC – 503 Merriman Farm Rental Series by deed of record in Document No. 2020-4534 of said Real Property Records, and being in the south line of said Robert Thompson Survey, said rod maintaining the southeast corner of said 78.430 acre Tract No. 1;*

*Thence **South 74°19'25" West**, along the south line of said 78.430 acre Tract No. 1 and the north line of said Tract (A), a distance of **531.41 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northeast corner of said 91.717 acre Tract No. 2 and the northwest corner of said Tract (A);*

Thence southerly along the east line of said 91.717 acre Tract No. 2 and the west line of said Tract (A) the following calls and distances:
*South 06°42'40" West, a distance of **435.15 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;*
*South 00°42'53" East, a distance of **189.75 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;*
*South 11°13'46" West, a distance of **287.15 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;*
*South 01°17'24" West, a distance of **322.54 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;*
*South 15°19'02" East, passing the southwest corner of said Tract (A), and the northwest corner of Tract (B) conveyed of Tract (A) conveyed to Ponder Holdings, LLC – 503 Merriman Farm Rental Series by deed of record in Document No. 2020-4534 of said Real Property Records, continuing along the west line of said Tract (B), for total distance of **1,548.03 feet** to a 1/2" steel rod found in the north line of Ladd Road maintaining the southwest corner of said Tract (B), an angle point in the east line of said 91.717 acre Tract No. 2 and the northwest corner of a 12.034 acre tract of land conveyed to Brown-Lewisville Railroad Family First Limited Partnership by deed of record in Document No. 2019-29325 of said Real Property Records;*

*Thence **South 15°20'03" East**, continuing along the east line of said 91.717 acre Tract No. 2, the west line of said Ladd Road and the west line of said 12.034 acre tract, a distance of **493.56 feet** to a 1/2" steel rod found in a north right-of-way line of State Highway No. 11 maintaining the*

southeast corner of the herein described tract and an angle point in the west line of said 12.034 acre tract;

*Thence **South 74°58'09" West**, along the north right-of-way line of said State Highway No. 11, a distance of **193.99 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of the herein described tract and an angle point in the north or east right-of-way line of State Highway No. 11;*

*Thence **South 40°17'08" West**, a distance of **111.56 feet** to a point in the south or west right-of-way line of said State Highway No. 11 and in the northeast line of a 7.25 acre tract of land conveyed to the City of Sherman, by deed of record in Volume 3003, Page 101 of said Official Public Records;*

*Thence **North 49°42'52" West**, along the south or west right-of-way line of said State Highway No. 11, and the northeast line of said 7.25 acre tract, passing the northeast corner of said 7.25 acre tract and the most northerly southeast corner of an 11.24 acre tract of land conveyed to the City of Sherman, by deed of record in Volume 2971, Page 849 of said Official Public Records, at a distance of 77.55 feet, continuing along the north line of said 11.24 acre tract for a total distance of **310.80 feet** to a point;*

Thence along the south or west right-of-way line of said State Highway No. 11 and the south right-of-way line of F.M. Highway No. 1417 and the north line of said 11.24 acre tract the following calls and distances:
***North 77°28'18" West**, a distance of **276.56 feet** to a point;*
***South 75°15'18" West**, a distance of **490.31 feet** to a point;*
***South 63°29'13" West**, a distance of **571.60 feet** to a point;*

*Thence **North 26°30'47" West**, a distance of **200.00 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the north right-of-way line of said F.M. Highway No. 1417, for the southwest corner of said 42.829 acre Tract No. 3 and the southeast corner of a 97.5 acre tract of land conveyed to James Edward Forster, Jr. by deed of record in Volume 3118, Page 479 of said Official Public Records;*

Thence northerly along the west line of said 42.829 acre Tract No. 3 the following calls and distances:
***North 47°35'04" West**, a distance of **103.00 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;*
***North 27°00'47" West**, a distance of **169.10 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;*
***North 18°40'47" West**, a distance of **137.30 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;*
***North 29°55'47" West**, passing a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 at a distance of 67.17 feet, continuing for a total distance of **97.17 feet** to a point in the centerline of a creek;*

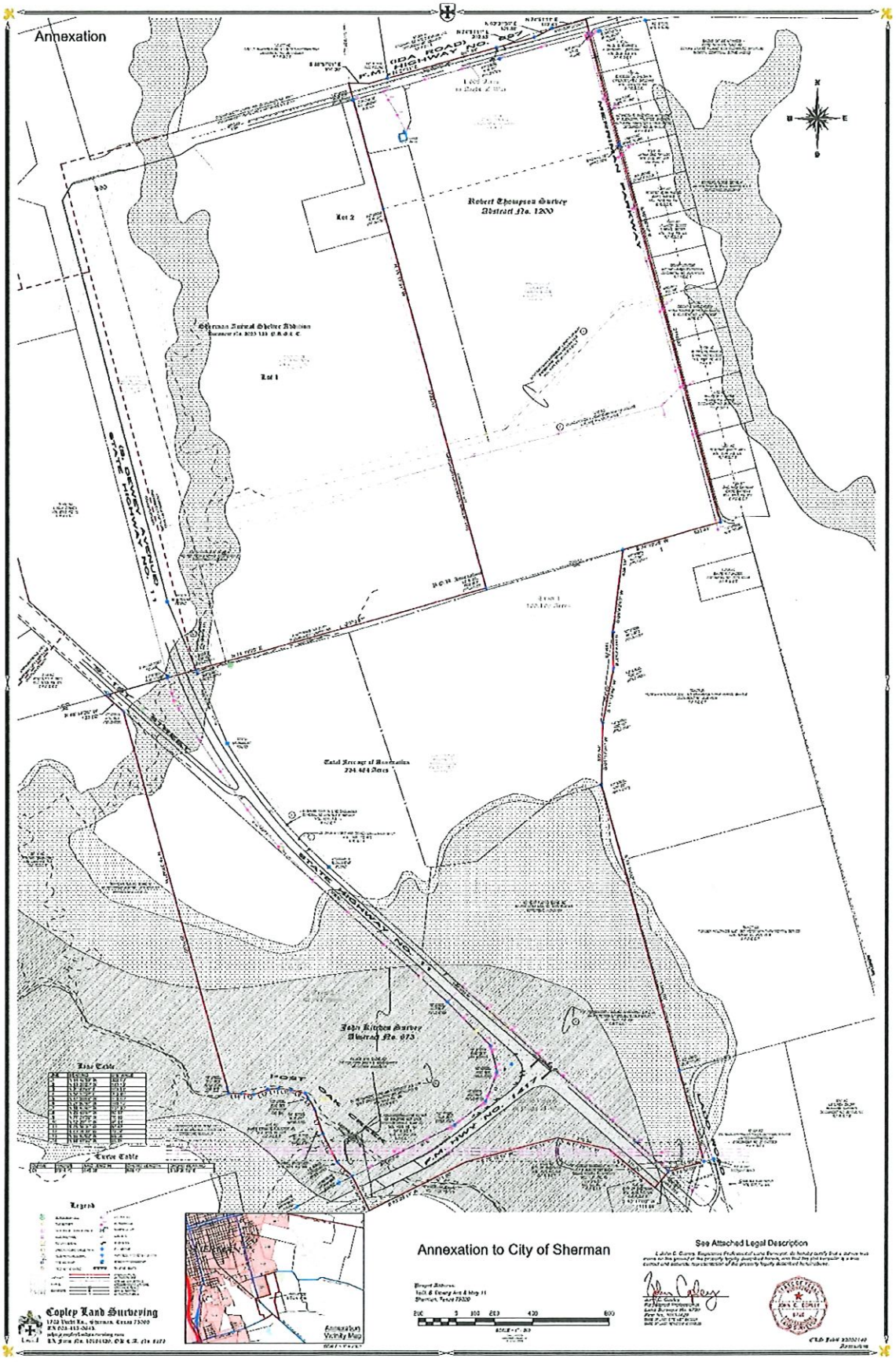
Thence along the centerline of said creek, the west line of said 42.829 acre Tract No. 3 and the east line of said 97.5 acre tract the following calls and distances:

*North 77°24'28" West, a distance of **76.16 feet** to a point;*
*North 82°29'18" West, a distance of **66.44 feet** to a point;*
*South 85°35'00" West, a distance of **58.42 feet** to a point;*
*South 69°09'22" West, a distance of **77.07 feet** to a point;*
*North 85°40'06" West, a distance of **65.94 feet** to a point;*
*North 88°41'56" West, a distance of **66.11 feet** to a point being the southeast corner of the 57.14 acre tract of land conveyed to Ming-Hong Huang by deed of record in Volume 3368, Page 703 of said Official Public Records, the most westerly southwest corner of said 42.829 acre Tract No. 3 and an angle point in the east line of said 97.5 acre tract;*

*Thence **North 15°33'32" West**, along the east line of said 57.14 acre tract and the west line of said 42.829 acre Tract No. 3, passing 1/2" steel rods set with an aluminum cap marked COPLEY RPLS 6720 at a distances of 30.00 feet, for a total distance of **2,070.09 feet**, a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the west line of S. 1st Street for the most northerly corner of said 42.829 acre Tract No. 3 and an angle point in the east line of said 57.14 acre tract;*

*Thence **North 48°14'26" West**, along the west line of said S. 1st Street and the northeast line of said 57.14 acre tract, a distance of **123.02 feet** to a point in the north survey line of said John Kitchen Survey, Abstract No. 673, being the northeast corner of said 57.14 acre tract and the southeast corner of a 7.00 acre tract of land conveyed to Rodolfo H. Rico by deed of record in Volume 5555, Page 114 of said Official Public Records;*

*Thence **North 74°19'25" East**, along the north line of said John Kitchen Survey, Abstract No. 673, passing the east line of S. 1st Street, and the southwest corner of 23.602 acre tract of land conveyed to Luis A. Erives by deed of record in Volume 5913, Page 98 of said Official Public Records, at a distance of 118.67 feet, continuing along the south line of said 23.602 acre tract, passing a 1/2" steel rod found in the west right-of-way line of said State Highway No. 11 maintaining the southeast corner of said 23.602 acre tract, at a distance of 336.97 feet continuing and passing a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northwest corner of said 91.717 acre Tract No. 2 and the southwest corner of said Sherman Animal Shelter Addition, said point being Station 464+28.3 – 78.8' in the north line of said John Kitchen Survey at a distance of 491.73 feet, continuing along the north line of said 91.717 acre Tract No. 2 and the south of said Sherman Animal Shelter Addition for a total distance of **2,070.67 feet** to the **Point-of-Beginning** and containing **234.484 acres** of land.*


Annexation
Robert Thompson Survey
Abstract No. 1200
John Kitchen Survey
Abstract No. 673
Annexation to City of Sherman
See Attached Legal Description
Copley Land Surveying

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.2.

Meeting Date: 12/1/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By:

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6904

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 212.1 acres being a part of John Kitchen Survey, Abstract No.673 and a part of the Robert Thompson Survey, Abstract No. 1200, City of Sherman, Grayson County, Texas, Located in the 2000 Block East Ida Road and 3501-3701 Block South Dewey Avenue, Heretofore Zoned R-A (Residential Agriculture) District; Rezoning and Placing the Tract in the PD (Planned Development) of Post Oak Village Zoning Classification, Austin College (Owner), Robert E. Tesch (Applicant), Pape Dawson (Engineer) and Copley Land Surveying (Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date; Finding And Determining That The Meeting At Which This Ordinance Is Passed Was Noticed And Is Open To The Public As Required By Law

Issue:

Consideration of a Zone Change for 212.1 acres of land located in the 2000 Block East Ida Road and 3501-3701 Block South Dewey Avenue from an R-A (Residential Agricultural) District to PD (Planned Development) District of Post Oak Village.

Background:

The property is located in the 2000 Block East Ida Road and 3501-3701 Block South Dewey Avenue. The owner is requesting a Zone Change from an R-A (Residential Agricultural) District to PD (Planned Development) District of Post Oak Village.

Post Oak Village is visioned as a vibrant master planned community to provide various types of retail and commercial development transitioning to residential areas that consist of multi-family and several types of single-family residences. The overall development is approximately 212.1 acres. Multiple trails and walkways throughout will connect the different areas of development culminating at the amenity area. Amenities will include sports fields, a series of trails, and pedestrian amenities that will eventually connect to the proposed Southeast Trail B that runs along Post Oak Creek. Post Oak Village will have retail & commercial uses and a variety of residential land uses, as shown in the Zoning District Boundary Exhibit. Residential is the primary land use at different densities that support different lifestyles and income levels.

Capital Improvement Program:

N/A

Origination:

Austin College (Owner), Robert E. Tesch (Applicant), Pape Dawson (Engineer) and Copley Land 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.**

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6904
2. Exhibit A - Survey
3. Exhibit B - Development Standards
4. Exhibit C - Zoning District
5. Location Map
6. Zoning Map
7. Future Land Use Map
8. Property Notification Sign
9. Narrative
10. Staff Review Letter
11. Letter of Concern

ORDINANCE NO. 6904

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 212.1 ACRES BEING A PART OF JOHN KITCHEN SURVEY, ABSTRACT NO.673 AND A PART OF THE ROBERT THOMPSON SURVEY, ABSTRACT NO. 1200, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 2000 BLOCK EAST IDA ROAD AND 3501-3701 BLOCK SOUTH DEWEY AVENUE, HERETOFORE ZONED R-A (RESIDENTIAL AGRICULTURE) DISTRICT; REZONING AND PLACING THE TRACT IN THE PD (PLANNED DEVELOPMENT) OF POST OAK VILLAGE ZONING CLASSIFICATION, AUSTIN COLLEGE (OWNER), ROBERT E. TESCH (APPLICANT), PAPE DAWSON (ENGINEER) AND COPLEY LAND SURVEYING (SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; 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 in the 2000 Block East Ida Road and 3501-3701 Block South Dewey Avenue, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed as a PD (Planned Development) of Post Oak Village, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

The development plans, standards and uses of the Property shall conform to and comply with the standards, rules and regulations for development and use of land within the Planned Development District zoning classification. The Property shall be developed in compliance with the additional requirements as set forth and/or depicted herein and in the following exhibits, each of which are attached hereto and incorporated herein by reference for all purposes:

- Exhibit B – Development Standards, and
- Exhibit C – Zoning Exhibit.

The Property shall be developed in compliance with the standards set forth herein, in Exhibit B and Exhibit C and all other ordinances, rules and regulations of Sherman, as they currently exist, may be amended or in the future arising. To the extent that any of the exhibits attached hereto are in conflict with the provisions of this Ordinance or one another, the provisions of this Ordinance, then the provisions of Exhibit B and Exhibit C shall prevail in that order.

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 1st day of December 2025.

ADOPTED on this the 1st day of December 2025.

EFFECTIVE DATE on this the 1st day of December 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

Robert Thompson Survey
Abstract No. 1200

John Kitchen Survey
Abstract No. 673

Tract 1
169.152 Acres

Tract 2
42.897 Acres

P.O.B. Tract 1
P.O.B. Tract 2

212.049 Total Acres
142.157 Total Acres out of floodplain
131.309 Acres not in floodplain
10.733 Acres acres out of floodplain
0.115 Acres not in floodplain

F.M. HIGHWAY NO. 697 (IDA ROAD)
F.M. HIGHWAY NO. 1417
MERRIMAN PARKWAY
S. DEWEY AVENUE (STATE HIGHWAY NO. 11)
STATE HIGHWAY NO. 11
POST OAK CHURCH ROAD
S. 1ST STREET

Line Table

LINE	BEARING	DISTANCE
L1	N 74°42'55" W	322.10'
L2	N 13°26'20" W	146.13'
L3	N 21°42'41" E	150.91'
L4	N 52°10'37" E	262.96'
L5	N 42°35'04" W	103.02'
L6	N 27°00'47" W	155.10'
L7	N 18°40'47" W	137.30'
L8	N 29°55'47" W	97.17'
L9	N 77°50'28" W	76.16'
L10	N 42°22'18" W	58.40'
L11	S 26°35'00" W	58.42'
L12	S 83°07'22" W	77.09'
L13	N 85°40'00" W	85.91'
L14	N 84°41'48" W	53.11'

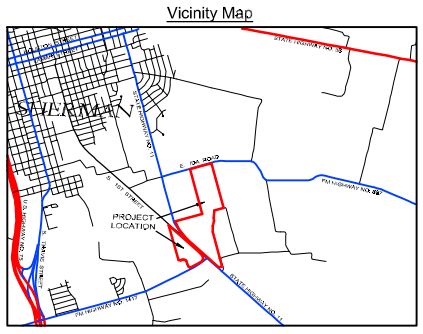
Curve Table

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2814.79'	843.32'	840.17'	S 39°39'25" E

Legend

SEWER MANHOLE, GAS MARKER, ELECTRICAL TRANSFORMER, ELECTRIC VAULT, CATV PEDESTAL, UNDERGROUND CABLE MARK, TELEPHONE PEDESTAL, FIRE HYDRANT, FIBER OPTIC CABLE, LIGHT POLE, POWER POLE, WATER VALVE, GUY WIRE, STOP SIGN, FOUND ROD, 1/2" STEEL ROD SET (RPLS 6720), CONCRETE MONUMENT, TRAFFIC LIGHTS, ASPHALT, GRAVEL, CONCRETE, BOUNDARY LINE, PROPERTY LINE, OVERHEAD ELECTRIC, UNDERGROUND GAS LINE, STOCKADE FENCE, CHAINLINK FENCE, BARBWIRE FENCE

Vicinity Map



200 0 100 200 400 800
SCALE - 1" = 200'

ALTA/NSPS Survey

Copley Land Surveying
5904 Texoma Parkway, Sherman, Texas 75076
TX 903-413-0643
john@copleylandsurveying.com
TX Firm No. 10104420, OK C.A. No. 8279

Project Name: Austin College

Project Address:
TBD, S. Dewey Ave & Hwy 11
Sherman, Texas 75020

Prepared For:
BTI CAPITAL, LLC

Drawn by: JSE | Checked by: JCC

Last Site Visit: 5-8-2024 | Sheet: 1 of 3

Date of Survey: 5-8-2024 | Scale: 1" = 200' | CLS Job# 22030140A2

Legal Description Tract 1

Situated in the County of Grayson, State of Texas, being a part of the John Kitchen Survey, Abstract No. 673 and a part of the Robert Thompson Survey, Abstract No. 1200, and being all of the 78.430 acre Tract No. 1, and the Remainder of the 91.717 acre Tract No. 2 conveyed to Austin College by deed of record in Volume 2067, Page 611, Real Property Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a railroad spike found at the intersection of the south line of F.M. Highway No. 697 called (Ida Road) and the center line of Merriman Parkway maintaining the northeast corner of said 78.430 acre Tract No. 1 and the northwest corner of a 1.48 acre tract of land conveyed to Hugh D. Maxwell and Rosemary D. Maxwell by deed of record in Volume 2839, Page 505, Official Public Records, Grayson County, Texas;

Thence **South 15°06'10" East**, along the Centerline of said Merrimen Parkway and the east line of said 78.430 acre Tract No. 1, passing railroad spikes found at distances of 409.98 feet, 810.07 feet and 810.12 feet, and passing a mag nail found at a distance of 1,420.23 feet, continuing for a total distance of **2,638.00 feet** to a 1/2" steel rod found in the north line of Tract (A) conveyed to Ponder Holdings, LLC – 503 Merriman Farm Rental Series by deed of record in Document No. 2020-4534 of said Real Property Records, and being in the south line of said Robert Thompson Survey, said rod maintaining the southeast corner of said 78.430 acre Tract No. 1;

Thence **South 74°19'25" West**, along the south line of said 78.430 acre Tract No. 1 and the north line of said Tract (A), a distance of **531.41 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northeast corner of said 91.717 acre Tract No. 2 and the northwest corner of said Tract (A);

Thence southerly along the east line of said 91.717 acre Tract No. 2 and the west line of said Tract (A) the following calls and distances:
South 06°42'40" West, a distance of **435.15 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 00°42'53" East, a distance of **189.75 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 11°13'46" West, a distance of **287.15 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 01°17'24" West, a distance of **322.54 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 15°19'02" East, passing the southwest corner of said Tract (A), and the northwest corner of Tract (B) conveyed of Tract (A) conveyed to Ponder Holdings, LLC – 503 Merriman Farm Rental Series by deed of record in Document No. 2020-4534 of said Real Property Records, continuing along the west line of said Tract (B), for total distance of **1,548.03 feet** to a 1/2" steel rod found in the north line of Ladd Road maintaining the southwest corner of said Tract (B), an angle point in the east line of said 91.717 acre Tract No. 2 and the northwest corner of a 12.034 acre tract of land conveyed to Brown-Lewisville Railroad Family First Limited Partnership by deed of record in Document No. 2019-29325 of said Real Property Records;

Thence **South 15°20'03" East**, continuing along the east line of said 91.717 acre Tract No. 2, the west line of said Ladd Road and the west line of said 12.034 acre tract, a distance of **493.56 feet** to a 1/2" steel rod found in a north right-of-way line of State Highway No. 11 maintaining the southeast corner of the herein described tract and an angle point in the west line of said 12.034 acre tract;

Thence **South 74°58'09" West**, along the north right-of-way line of said State Highway No. 11, a distance of **193.99 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of the herein described tract and an angle point in the east right-of-way line of said State Highway No. 11;

Thence along the east right-of-way line of said State Highway No. 11 and the west line of said 91.717 acre Tract No. 2 the following calls and distances:
North 48°14'26" West, a distance of **2,381.82 feet** to a concrete monument found;
with a curve to the right having a **radius of 2,814.79 feet** (chord bears North 39°39'31" West, a distance of 840.34 feet) an **arc length of 843.50 feet** to a wood monument found;
North 22°52'26" West, passing a 1/2" steel rod found at a distance of 396.50 feet, continuing for at total distance of **417.89 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northwest corner of said 91.717 acre Tract No. 2 and the southwest corner of a 11.7685 acre Second Tract conveyed to the City of Sherman by deed of record in Volume 1342, Page 152, Deed Records, Grayson County, Texas said point being Station 464+28.3 – 78.8' in the north line of said John Kitchen Survey;

Thence **North 74°19'25" East**, along the north line of said 91.717 acre Tract No. 2 and the south of said 11.7685 acre Second Tract, passing the southeast corner of said 11.7685 acre Second Tract and the southwest corner of a tract of land called First Tract conveyed to the City of Sherman by deed of record in Volume 1342, Page 152 of said Deed Records, for a total distance of **1,578.94 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of said 78.430 acre Tract No. 1 and the southeast corner of said First Tract to the City of Sherman;

Thence **North 15°15'52" West**, along a barbwire fence row, the west line of said 78.430 acre Tract No. 1 and the east line of said First Tract to the City of Sherman, a distance of **2,642.82 feet** to a concrete monument found in the south right-of-way line of said F.M. Highway No. 697 maintaining said south right-of-way line of said F.M. Highway No. 697, the northwest corner of said 78.430 acre Tract No. 1 and the northeast corner of said First Tract to the City of Sherman;

Thence along the south right-of-way line of said F.M. Highway No. 697 and the north line of said 78.430 acre Tract No. 1 the following two calls and distances:
North 74°21'10" East, a distance of **798.49 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
North 74°51'10" East, a distance of **484.64 feet** to the **Point-of-Beginning** and containing **169.152 acres** of land.

Legal Description Tract 2

Situated in the County of Grayson, State of Texas, being a part of the John Kitchen Survey, Abstract No. 673 and being all of the 42.829 acre Tract No. 3 conveyed to Austin College by deed of record in Volume 2067, Page 611, Real Property Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the west line of E. 1st Street for the most northerly corner of said 42.829 acre Tract No. 3 and an angle point in the east line of a 57.14 acre tract of land conveyed to Ming-Hong Huang by deed of record in Volume 3368, Page 703, Official Public Records, Grayson County, Texas;

Thence **South 48°14'26" East**, along the west line of said E. 1st Street, the east line of said 42.829 acre Tract No. 3, with the west right-of-way line of State Highway No. 11, a distance of **2,282.53 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for an angle point in the east line of said 42.829 acre Tract No. 3 and point of intersection of the west right-of-way line of said State Highway No. 11 and the north right-of-way line of F.M. Highway No. 1417;

Thence along the north right-of-way line of said F.M. Highway No. 1417 and the south line of said 42.829 acre Tract No. 3 the following calls and distances:
South 44°42'55" East, a distance of **322.09 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 13°26'20" East, a distance of **140.13 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 21°42'41" West, a distance of **160.91 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 52°10'37" West, a distance of **203.96 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 63°29'13" West, a distance of **601.60 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of said 42.829 acre Tract No. 3 and the southeast corner of a 97.5 acre tract of land conveyed to James Edward Forster, Jr. by deed of record in Volume 3118, Page 479 of said Official Public Records;

Thence northerly along the west line of said 42.829 acre Tract No. 3 the following calls and distances:
North 47°35'04" West, a distance of **103.00 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
North 27°00'47" West, a distance of **169.10 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
North 16°40'47" West, a distance of **137.30 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
North 29°55'47" West, passing a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 at a distance of 67.17 feet, continuing for a total distance of **97.17 feet** to a point in the centerline of a creek;

Thence along the centerline of said creek, the west line of said 42.829 acre Tract No. 3 and the east line of said 97.5 acre tract the following calls and distances:
North 77°24'28" West, a distance of **78.18 feet** to a point;
North 82°29'18" West, a distance of **66.44 feet** to a point;
South 85°35'00" West, a distance of **58.42 feet** to a point;
South 69°09'22" West, a distance of **77.07 feet** to a point;
North 85°40'06" West, a distance of **85.94 feet** to a point;
North 89°41'56" West, a distance of **66.11 feet** to a point being the southeast corner of said 57.14 acre tract, the most westerly southwest corner of said 42.829 acre Tract No. 3 and an angle point in the east line of said 97.5 acre tract;

Thence **North 15°33'32" West**, along the east line of said 57.14 acre tract and the west line of said 42.829 acre Tract No. 3, passing a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 at a distance of 30.00 feet, continuing for a total distance of **2,070.09 feet** to the **Point-of-Beginning** and containing **42.897 acres** of land.

The property described herein is the same property described in Fidelity National Title Insurance Company Commitment No. GF No. 2412899-SMDF with an effective date of April 7, 2024 and issued date of April 15, 2024 and all easements, covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the site or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the subject property.

Schedule "B" Items

e. Easement or Right-of-Way from R.A. Chapman to Texas Power & Light Company, of record in Volume 249, Page 80 of the Deed Records of Grayson County, Texas.
AFFECTS THE SUBJECT TRACT

f. Easement and Right-of-Way from R.A. Chapman, Jr. to Texas Power & Light Company, of record in Volume 515, Page 264 of the Deed Records of Grayson County, Texas.
AFFECTS THE SUBJECT TRACT

g. Easement from Mary M. Gutsch and Milton R. Gutsch to the State of Texas, of record in Volume 869, Page 479 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

h. Easement and Right-of-Way from Mary Mayfield Gutsch and the Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to Texas Power & Light Company, of record in Volume 1101, Page 13 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT

i. Easement from The Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to the State of Texas, of record in Volume 1127, Page 615 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

j. Easement from The Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to the City of Sherman, of record in Volume 1522, Page 469 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

k. Easement from The Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to the City of Sherman, of record in Volume 1649, Page 17 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

l. Easement and Right-of-Way Agreement from Austin College to Gulf Crossing Pipeline Company, LLC, of record in Volume 5311, Page 468 of the Official Public Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

m. Easement and Right-of-Way Agreement from Austin College to Gulf Crossing Pipeline Company, LLC, of record in Volume 5311, Page 475 of the Official Public Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

o. Easement from Austin College to Enterprise Texas Pipeline, LLC, of record in Volume 4503, Page 369 of the Official Public Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

p. Any and all rights associated with that easement granted to Texas Power and Light, for electric power line purposes, together with all terms and conditions as set forth in Volume 937, Page 628, Deed Records, Grayson County, Texas
AFFECTS SUBJECT TRACT AS SHOWN

Zoning Notes

Property is located in areas designated as:
"Not zoned" (Area Not yet zoned) by the City of Sherman Zoning Department or County of Grayson

Flood Zone Notes

By graphic plotting only, portions of this property lie within Zone "X, A, & AE" (areas not within the 100 yr. flood zone - no base point elevation) as defined by FEMA Flood Insurance Rate Map, No. 48181C0405 F, which bears an effective date of September 29, 2010.

General Notes

1. The property has an area of 7,368,284 sq. ft. or 169.152 acre of land in Tract 1 and an area of 1,868,603 sq. ft. or 42.897 acre of land in Tract 2.
2. Basis of bearings is Grid North, NAD 83, Texas State Plane Coordinate System, North Central Zone.
3. There was no visible evidence of the use of the subject property as a solid waste dump, sump or sanitary landfill at the time of survey.
4. There are no visible signs of cemeteries.
5. All visible above ground indications of utilities are depicted hereon.
7. There was no visible evidence of striping at time of survey.
8. There was no visible evidence of parking spaces on surface parking areas, lots and in parking structures.

Surveyor Certification

The Undersigned, being a registered surveyor of the State of Texas certifies to:

BTI Capital, LLC

that:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7, 8, 9, 11(a), 13, 16, and 18 of Table A thereof. The field work was completed on May 8th, 2024.

Date of Plat or Map: May 8th, 2024

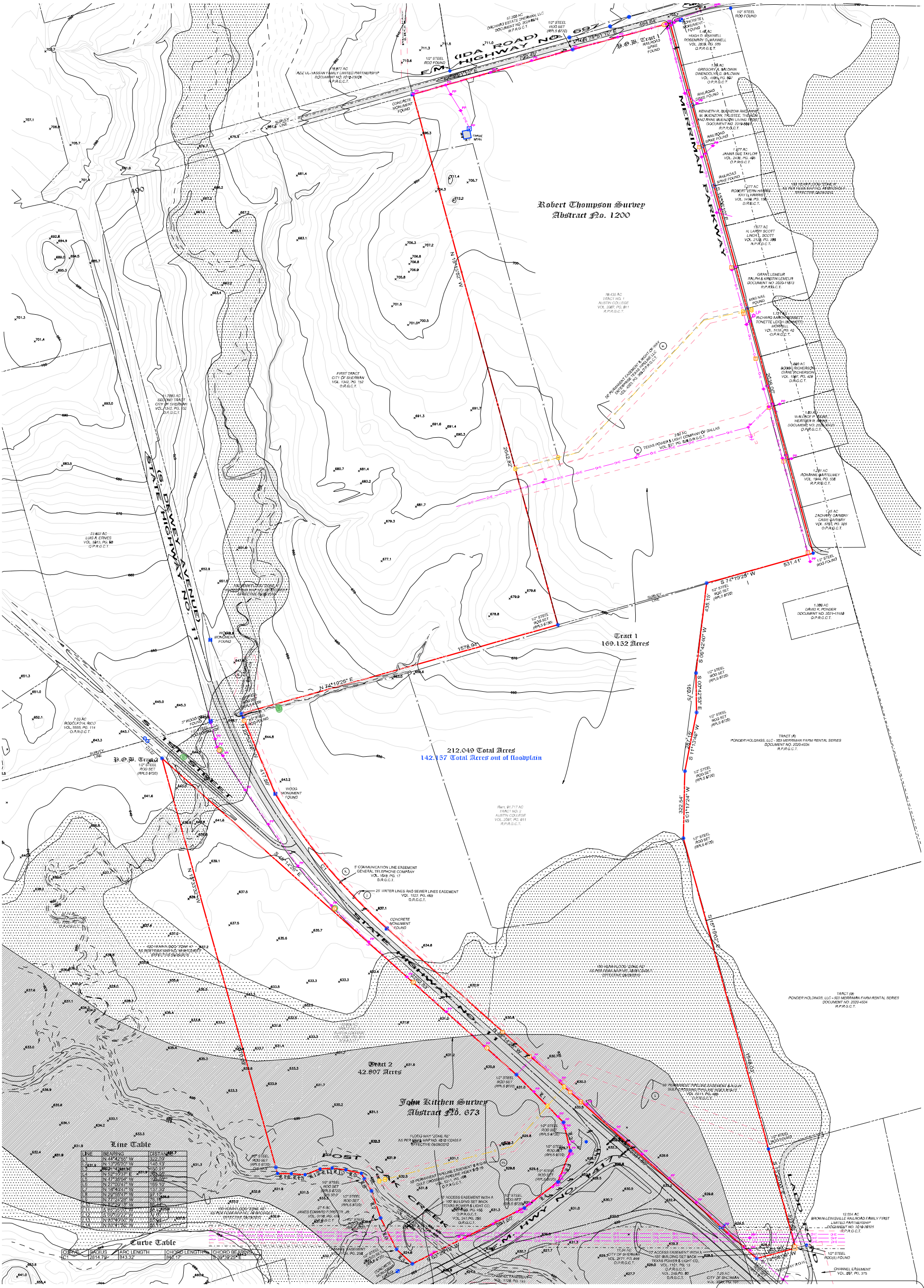
John C. Copley
State of Texas
Registered Professional
Land Surveyor # 6720

STATE OF TEXAS · REGISTERED AS · JOHN C. COPLEY · 6720 · PROFESSIONAL LAND SURVEYOR

ALTA/NSPS Survey

Copley Land Surveying
5904 Texoma Parkway, Sherman, Texas 75076
TX 903-415-0643
john@copleylandsurveying.com
TX Firm No. 10104420, OK C.A. No. 8279

Project Name: Austin College		
Project Address: TBD, S. Dewey Ave & Hwy 11 Sherman, Texas 75020	Prepared For: BTI CAPITAL, LLC	
	Drawn by: JSC	Checked by: JCC
Last Site Visit: 5-8-2024		Sheet: 2 of 3
Date of Survey: 5-8-2024	Scale: 1" = 200'	CLS Job# 20230140A2


Robert Thompson Survey
Abstract No. 1200
Tract 1
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212.049 Total Acres
142.137 Total Acres out of floodplain
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42.897 Acres
John Kitchen Survey
Abstract No. 673
(IDA ROAD) HIGHWAY NO. 691
(S. DEWEY AVENUE) STATE HIGHWAY NO. 11
MERRIMAN PARKWAY
S. STATE HIGHWAY NO. 11
E/M-HWY NO. 691
HOST CREEK
Line Table
LINE | BEARING | DISTANCE
L1 | N 44°42'55" W | 322.66'
L2 | N 13°26'20" W | 1140.13'
L3 | N 82°31'14" E | 169.91'
L4 | N 59°19'07" E | 200.98'
L5 | N 47°35'04" W | 128.00'
L6 | N 27°00'47" W | 169.10'
L7 | N 18°40'47" W | 137.30'
L8 | N 29°58'47" W | 97.17'
L9 | N 77°24'28" W | 75.16'
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L13 | N 83°40'06" W | 65.41'
L14 | N 88°41'56" W | 66.11'
Curve Table
CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING
C1 | 2814.79' | 843.32' | 840.17' | S 39°39'25" E
Legend
SEWER MANHOLE
GAS MARKER
ELECTRICAL TRANSFORMER
ELECTRIC VAULT
CATV PEDESTAL
UNDERGROUND CABLE MARK
TELEPHONE PEDESTAL
FIRE HYDRANT
FIBER OPTIC CABLE
LIGHT POLE
POWER POLE
WATER VALVE
GUY WIRE
STOP SIGN
FOUND ROD
1/2" STEEL ROD SET (RPLS 6720)
CONCRETE MONUMENT
TRAFFIC LIGHTS
ASPHALT
GRAVEL
CONCRETE
BOUNDARY LINE
PROPERTY LINE
OVERHEAD ELECTRIC
UNDERGROUND GAS LINE
STOCKADE FENCE
CHAINLINK FENCE
BARBWIRE FENCE
~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE (4202)
SCALE ~ 1" ~ 200'
CITY OF SHERMAN
TOPOGRAPH OVERLAY
2' CONTOURS (LIMITED)
ALTA/NSPS Survey
Copley Land Surveying
3904 Texoma Parkway, Sherman, Texas 75076
TX 903-415-0643
john@copleylandsurveying.com
TX Firm No. 10104420, OK C.A. No. 8279
Project Name: Austin College
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Sherman, Texas 75020
Prepared For:
BTI CAPITAL, LLC
Drawn by: JGC
Checked by: JCC
Last Site Visit: 5-8-2024
Sheet: 3 of 3
Date of Survey: 5-8-2024
Scale: 1" = 200'
CLS Job# 22030140A2

EXHIBIT B

DEVELOPMENT STANDARDS CODE

PLANNED DEVELOPMENT DISTRICT

POST OAK VILLAGE

TDM
Tesch Development & Management Co., LLC

August 6th, 2025

City of Sherman

Prepared For:
City of Sherman
220 West Mulberry Street
Sherman, TX 75090

Applicant/Developer:
Tesch Development & Management Co. LLC
Contact: Robert E. Tesch
2001 Auburn Hills Parkway
McKinney, TX, 75071

Engineering Consultant:
Pape-Dawson
6105 Tennyson Parkway, Ste. 210
Plano, TX 75024

Architecture Consultant:
Richard Brown Associates
521 W. Wilshire Blvd. Ste. 150
Oklahoma City, Oklahoma 73116

INTRODUCTION

Purpose and Guiding Principles

Post Oak Village is visioned as a vibrant master planned community to provide various types of retail and commercial development transitioning to residential areas that consist of multi-family and several types of single-family residences. The overall development is approximately 212.1 acres. Multiple trails and walkways throughout will connect the different areas of development culminating at the amenity area. Amenities will include sports fields, a series of trails, and pedestrian amenities that will eventually connect to the proposed Southeast Trail B that runs along Post Oak Creek. Several of the guiding principles are as follows:

Pedestrian access throughout the community.
Preservation of natural areas.
Residential and commercial developed in harmony with overall community.

Location

The development is bordered on the west by Post Oak Creek and State Highway 11, on the north by Ida Road, on the south by Ladd Road, and on the east by a portion of Merriman Street. The community is presently located within the ETJ of the City of Sherman and is in the process of annexing into City limits.

ZONING DISTRICT CLASSIFICATIONS

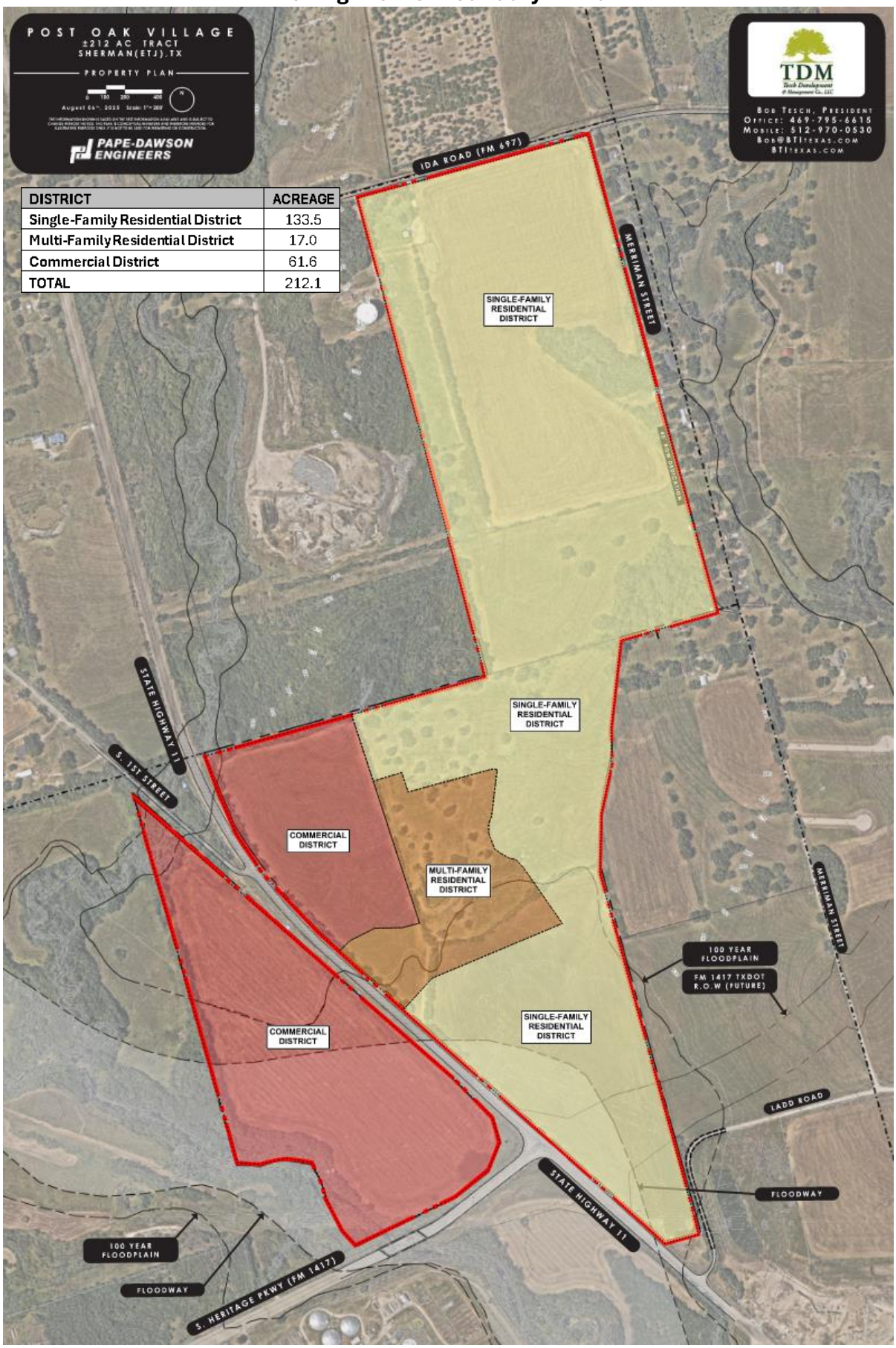
Post Oak Village will have retail & commercial uses and a variety of residential land uses, as shown in the Zoning District Boundary Exhibit. Residential is the primary land use at different densities that support different lifestyles and income levels.

Proposed Zoning Classification Table

DISTRICT	ACREAGE
Single-Family Residential District	133.5
Multi-Family Residential District	17.0
Commercial District	61.6
TOTAL	212.1

*All acreages listed in the Proposed Zoning Classification Table are approximate and will be finalized at the time of Site Plan and/or Plat approval.

Zoning District Boundary Exhibit



DISTRICT	ACREAGE
Single-Family Residential District	133.5
Multi-Family Residential District	17.0
Commercial District	61.6
TOTAL	212.1

SITE AND BUILDING STANDARDS

Specifications for building placement as well as densities, setbacks, lot dimensions and permitted uses as well as general specifics are presented as follows:

Single-Family Residential District Standards:

Single Family R-6

Minimum % of SF District:	10% of SF Residential District lots
Minimum Lot Size:	6,000 square feet
Minimum Lot Width:	60’
Minimum Lot Depth:	100’
Maximum Building Area:	45%
Maximum Building Height:	35’
Parking Required:	1 garage space (min); 1 space/bedroom up to 4
Front Yard Setback:	20’
Rear Yard Setback:	20’
Side Yard Setback:	6’ (15’ corner lot)

Single Family R-6 lots are intended to follow the zoning restrictions as described in Section 14.02.006 of the Sherman Zoning Ordinance.

Single Family R-5

Minimum Lot Size:	5,000 square feet
Minimum Lot Width:	50’
Minimum Lot Depth:	100’
Maximum Building Area:	50%
Maximum Building Height:	35’
Parking Required:	1 garage space (min); 1 space/bedroom up to 4
Front Yard Setback:	20’
Rear Yard Setback:	15’
Side Yard Setback:	5’ (15’ corner lot)

Single Family R-5 lots are intended to follow the zoning restrictions as described in Section 14.02.007 of the Sherman Zoning Ordinance.

Single Family R-4

Maximum % of SF District:	25% of SF Residential District lots
Minimum Lot Size:	4,000 square feet
Minimum Lot Width:	40’
Minimum Lot Depth:	90’
Maximum Building Area:	55%
Maximum Building Height:	35’
Parking Required:	1 garage space (min); 1 space/bedroom up to 4
Front Yard Setback:	20’ (front loaded garage)
Front Yard Setback:	10’ (rear loaded garage)
Rear Yard Setback:	15’ (front loaded garage)
Rear Yard Setback:	20’ (rear loaded garage)
Side Yard Setback:	5’ (15’ corner lot)

Single Family R-4 lots are intended to follow the zoning restrictions as described in Section 14.02.008 of the Sherman Zoning Ordinance.

Lot width for all single-family lots shall be measured as described in the Sherman Zoning Ordinance at the time of approval of this PD – the lot width shall be measured as the mean horizontal distance between the side lot lines of a lot.

Open space for the Single-Family Residential District shall comprise no less than 10% of the overall SF Residential District area.

Parking within the Single-Family Residential District is intended to follow the parking standards for single-family residential zoning as described in Section 14.04.003 (c) of the Sherman Zoning Ordinance at the time of approval of this PD.

Multi-Family Residential District Standards:

Multi-Family MF-30

Minimum Lot Area:	5 acres
Minimum Lot Width:	85’
Minimum Lot Depth:	100’
Maximum Building Area:	50%
Maximum Building Height:	50’
Parking Required:	Efficiency unit: 1 space per unit
	1 Bedroom unit: 1.5 spaces per unit
	2 Bedroom unit: 2 spaces per unit
	3 Bedroom unit: 2.5 spaces per unit
	4 Bedroom unit: 3 spaces per unit
Front Setback:	25’
Rear Setback:	25’
Side Setback:	25’

Multi-Family Residential District Standards cont'd:

Multi-Family MF-30 lots are intended to follow the zoning restrictions as described in Section 14.02.012 of the City of Sherman Zoning Ordinance.

Multi-Family building areas and open space areas will be determined at time of development and are not determined directly within this PD. The amount of open space provided shall meet the criteria set forth in the City of Sherman Zoning Ordinance.

Commercial District Standards:

Commercial C-1

Minimum Lot Area:	10,000 square feet
Minimum Lot Width:	50'
Minimum Front Setback:	25'
Minimum Rear Setback:	25' (where lots in C-1 abut a residential district, the side or rear yard, setback shall not be less than 40')
Minimum Side setback:	15' (where lots in C-1 abut a residential district, the side or rear yard setback shall not be less than 40')
Maximum Building Area:	50%
Maximum Building Height:	50'

Commercial C-1 lots are intended to follow the zoning restrictions as described in Section 14.02.012 of the Sherman Zoning Ordinance.

Commercial building areas and open space areas will be determined at time of development and are not determined directly within this PD. The amount of open space provided shall meet the criteria set forth in the City of Sherman Zoning Ordinance.

Permitted Uses

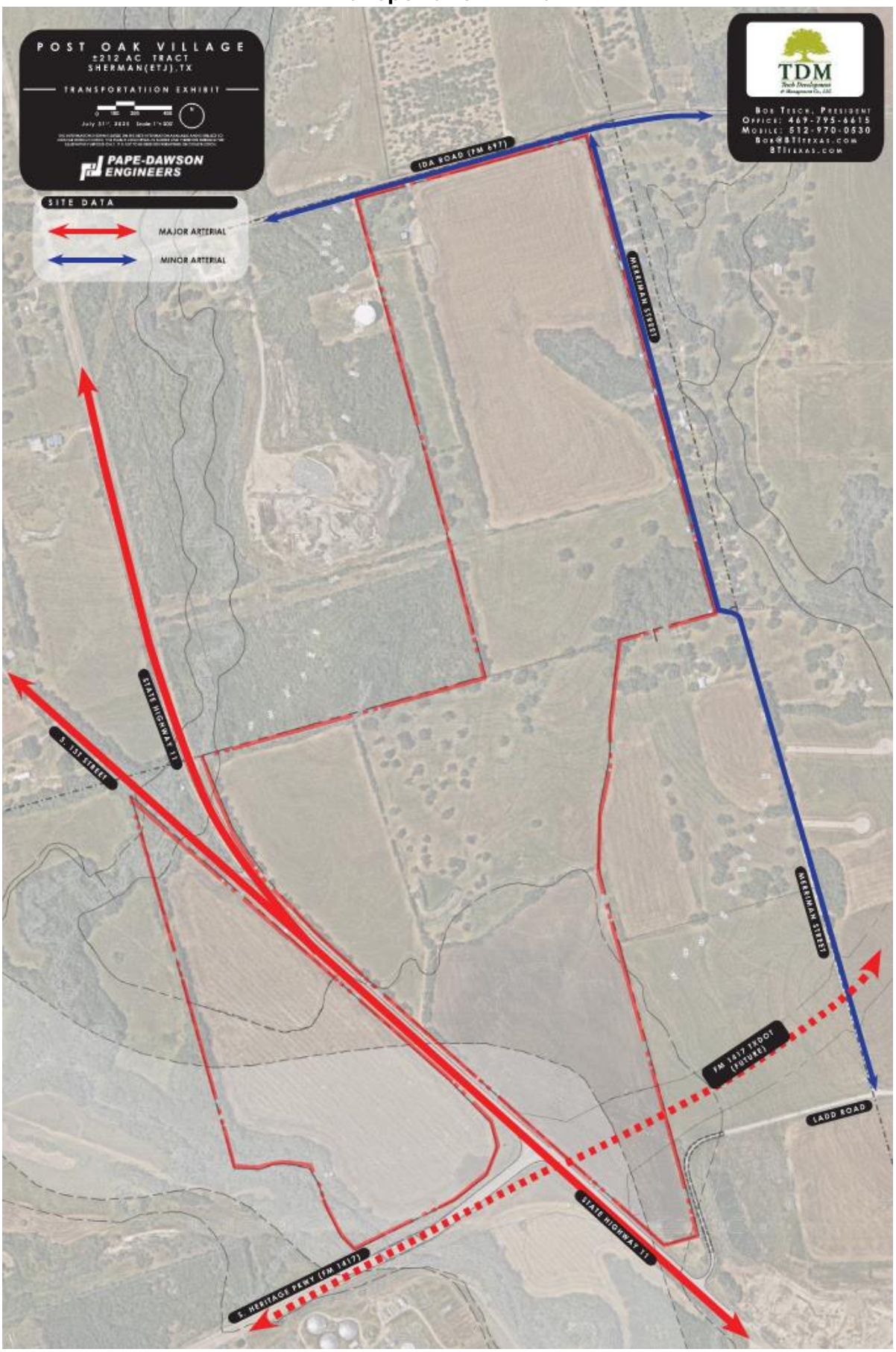
All uses listed above in this PD Code shall be permitted in accordance with their respective restrictions as set forth in the City of Sherman Zoning Ordinance, insofar as those restrictions do not conflict with any of the information listed above. This reference, and all preceding references to the City of Sherman Zoning Ordinance, refer to the version of the Ordinance in force at the time of approval of this PD Code.

Attached Graphic Documents

1. Conceptual Land Plan
2. Transportation Exhibit
3. Conceptual Open Space Exhibit

Conceptual Land Plan

Transportation Exhibit

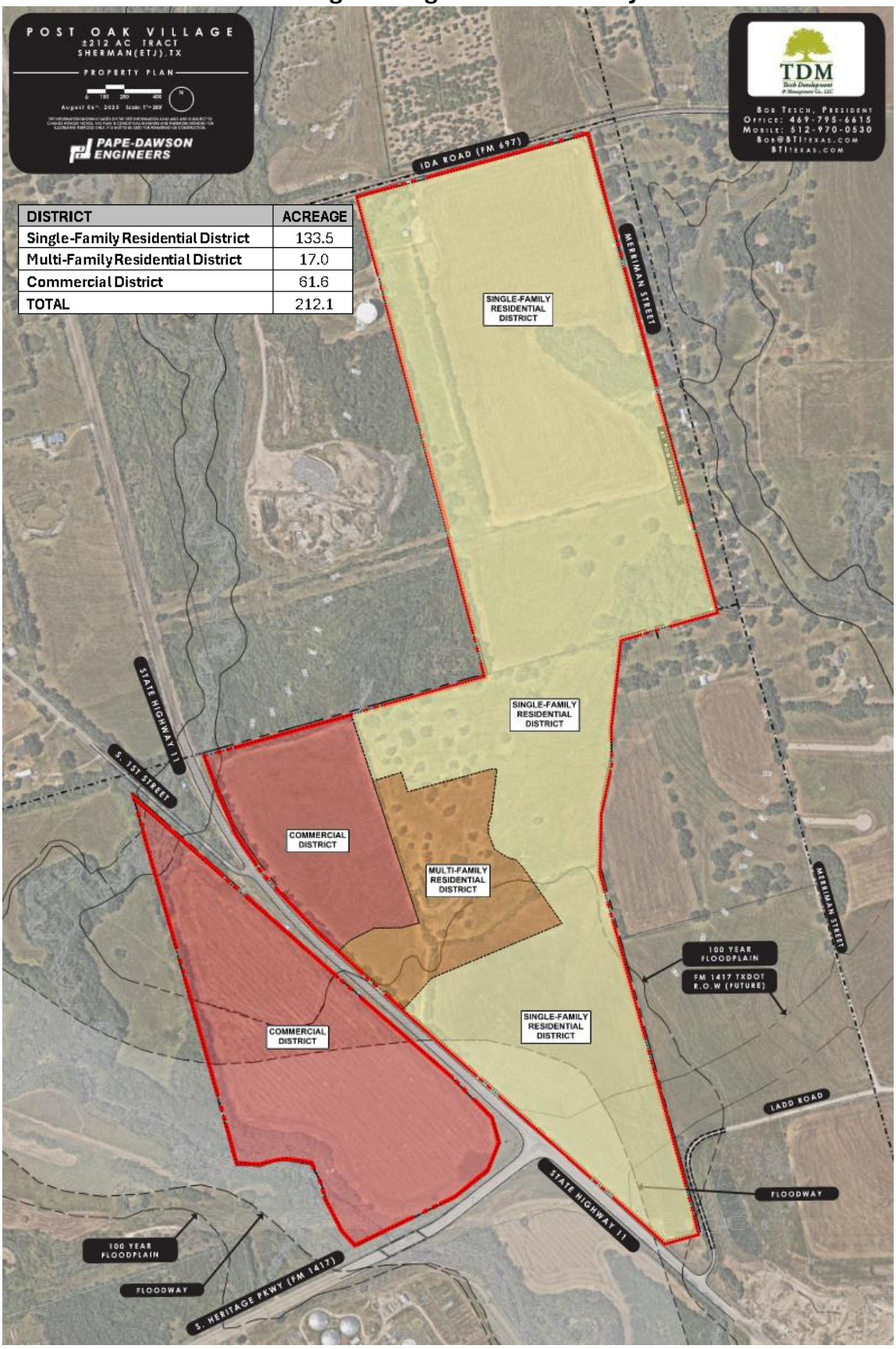


Conceptual Open Space Exhibit

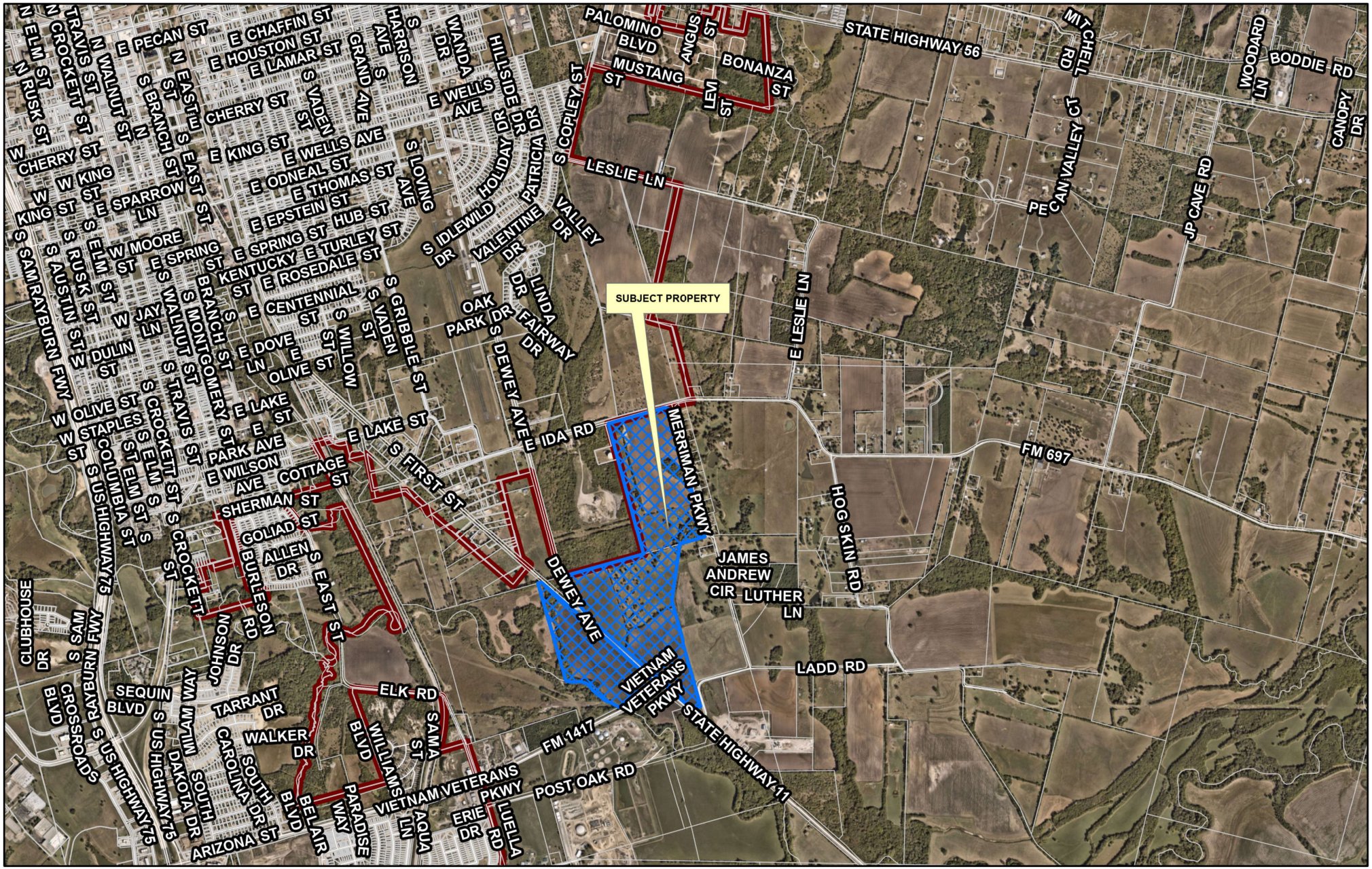
EXHIBIT C

PAPE–DAWSON

Post Oak Village Zoning District Boundary Exhibit



DISTRICT	ACREAGE
Single-Family Residential District	133.5
Multi-Family Residential District	17.0
Commercial District	61.6
TOTAL	212.1



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

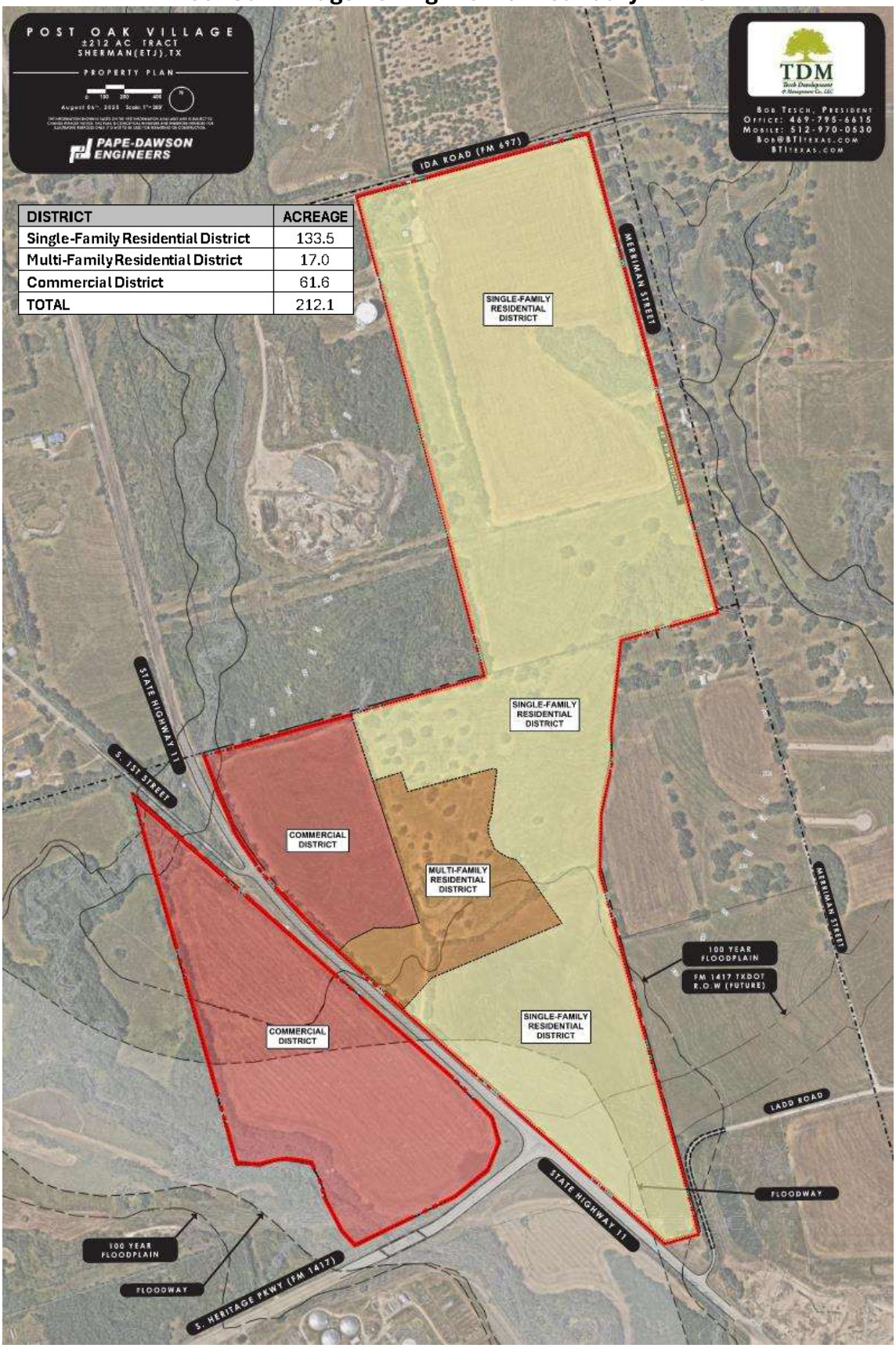
CITY OF SHERMAN
LOCATION MAP
2000 BLK E IDA RD &
3501-3701 BLK S DEWEY AVE

N
W E
S

Date: 8/26/2025 1:27 PM

PAPE–DAWSON

Post Oak Village Zoning District Boundary Exhibit



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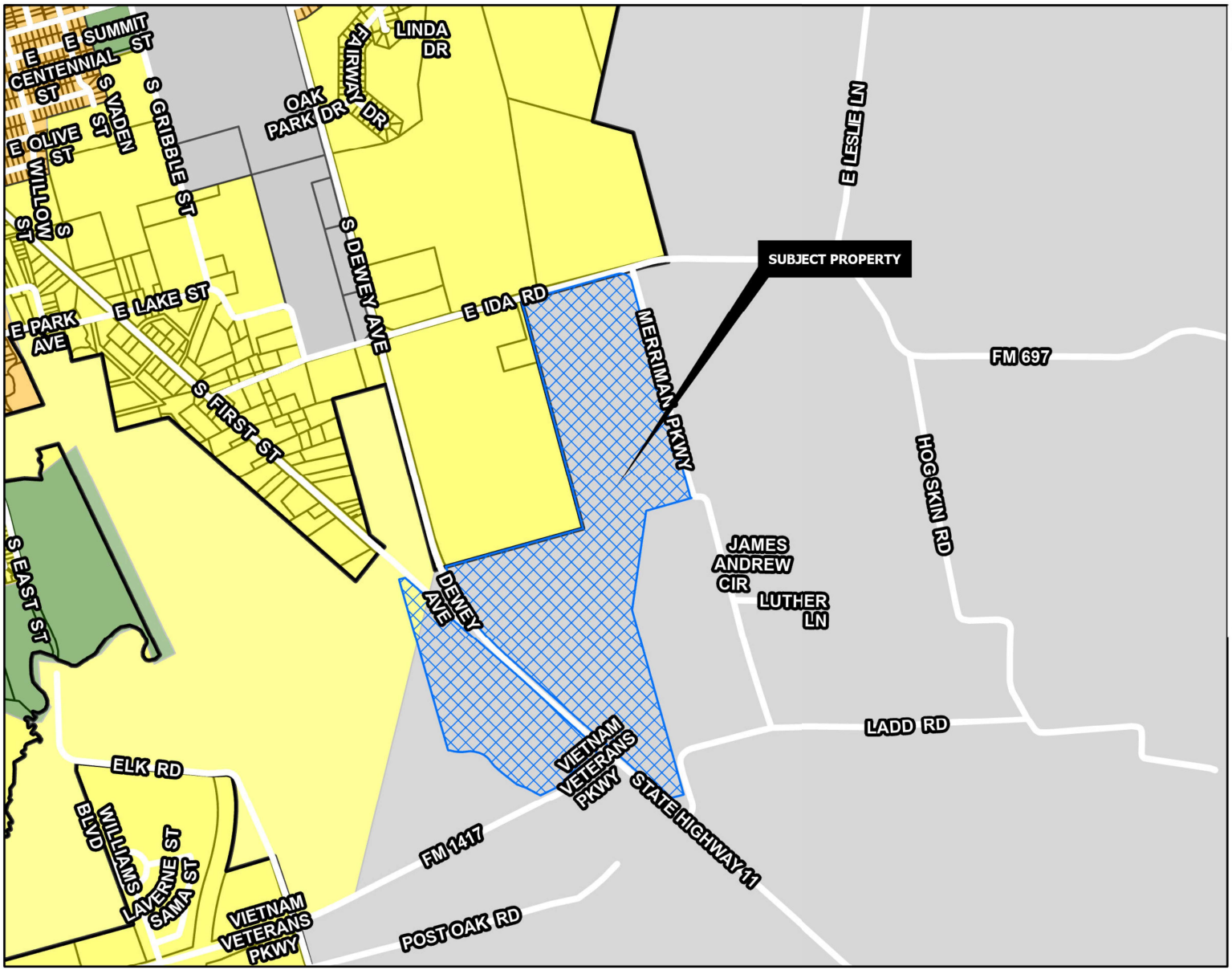


AGRICULTURE/RURAL

Intent & Character

The Agriculture/Rural category is intended for areas of Sherman that are not anticipated for development within the next ten years. These areas are generally located in the ETJ and do not have adequate utilities planned to serve development. Development in this category will generally be served by well water and on-site sewer facilities. It is intended that as development and utilities move further out, these areas should be re-evaluated and assigned an appropriate Future Land Use category during the next comprehensive plan update (or sooner, if needed).

Appropriate Land Use Types

- Large lot residential
- Farming and agriculture

Compatible Zoning Districts

- Residential Agricultural
- Estate Residential

Considerations

- Since a majority of this category is located in the ETJ, use cannot be controlled through the application of zoning. Because of this, the subdivision ordinance should be evaluated to ensure quality subdivision regulations.

Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
2000 BLK E IDA RD &
3501-3701 BLK S DEWEY AVE

N
W E
S

Date: 8/26/2025 1:27 PM

2000 Block East Ida Road and 3501-3701 Block South Dewey – Property Notification Sign

2000 Block East Ida Road and 3501-3701 Block South Dewey – Property Notification Sign

2000 Block East Ida Road and 3501-3701 Block South Dewey – Property Notification Sign

PLANNED DEVELOPMENT DISTRICT

PROJECT NARRATIVE

POST OAK VILLAGE

August 6th, 2025

City of Sherman

Prepared For:
City of Sherman
220 West Mulberry Street
Sherman, TX 75090

Applicant/Developer:
Tesch Development & Management Co. LLC
Contact: Robert E. Tesch
2001 Auburn Hills Parkway
McKinney, TX, 75071

Engineering Consultant:
Pape-Dawson
6105 Tennyson Parkway, Ste. 210
Plano, TX 75024

Architecture Consultant:
Richard Brown Associates
521 W. Wilshire Blvd. Ste. 150
Oklahoma City, Oklahoma 73116

Purpose and Guiding Principles:

Post Oak Village is visioned as a vibrant master planned community to provide various types of retail and commercial development transitioning to residential areas that consist of multi-family and several types of single-family residences. The overall development is approximately 212.1 acres. Multiple trails and walkways throughout will connect the different areas of development culminating at the amenity area. Amenities will include sports fields, a series of trails, and pedestrian amenities that will eventually connect to the proposed Southeast Trail B that runs along Post Oak Creek. Post Oak Village will have retail & commercial uses and a variety of residential land uses, as shown in the Zoning District Boundary Exhibit. Residential is the primary land use at different densities that support different lifestyles and income levels. Several of the guiding principles are as follows:

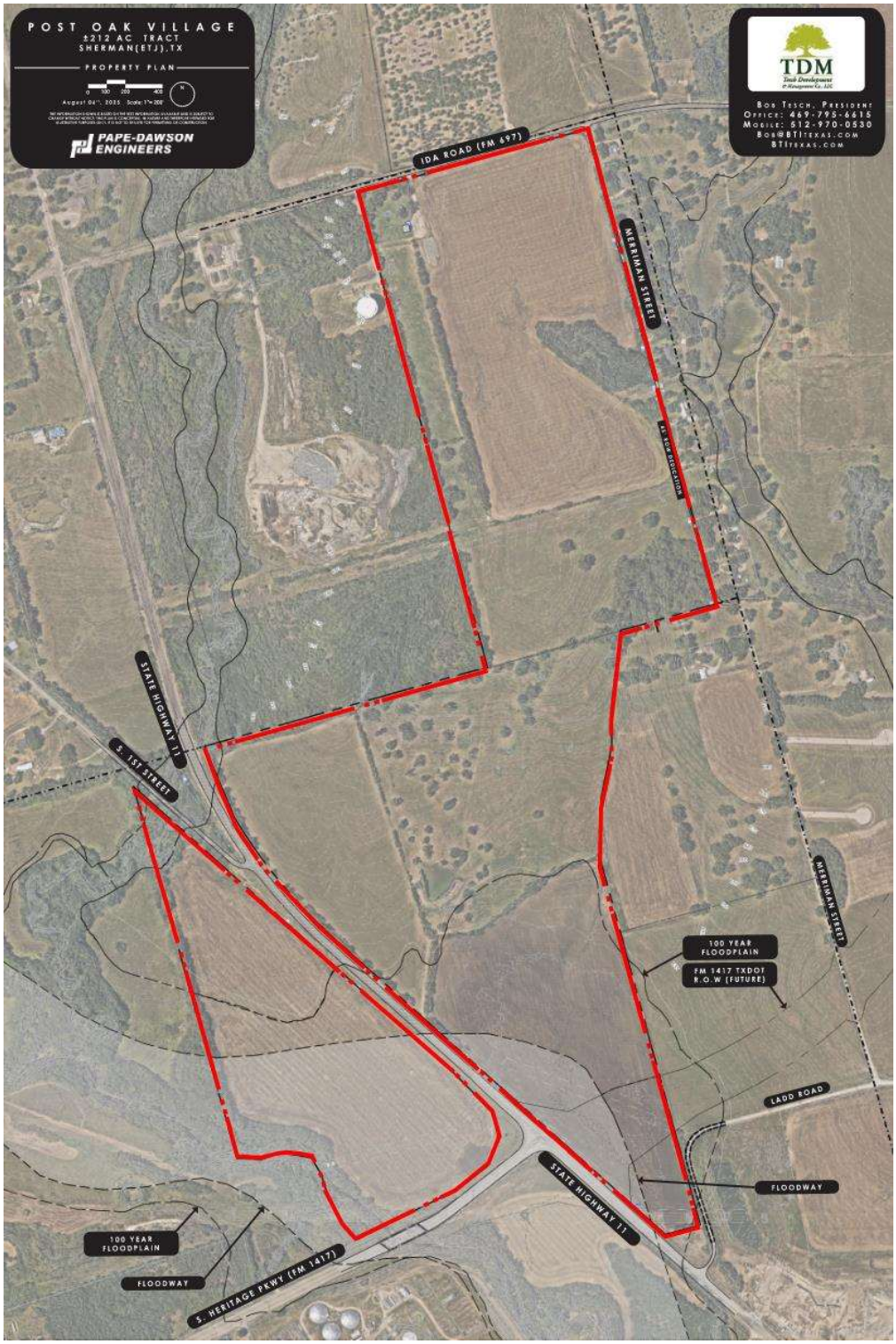
Pedestrian access throughout the community.

Preservation of natural areas.

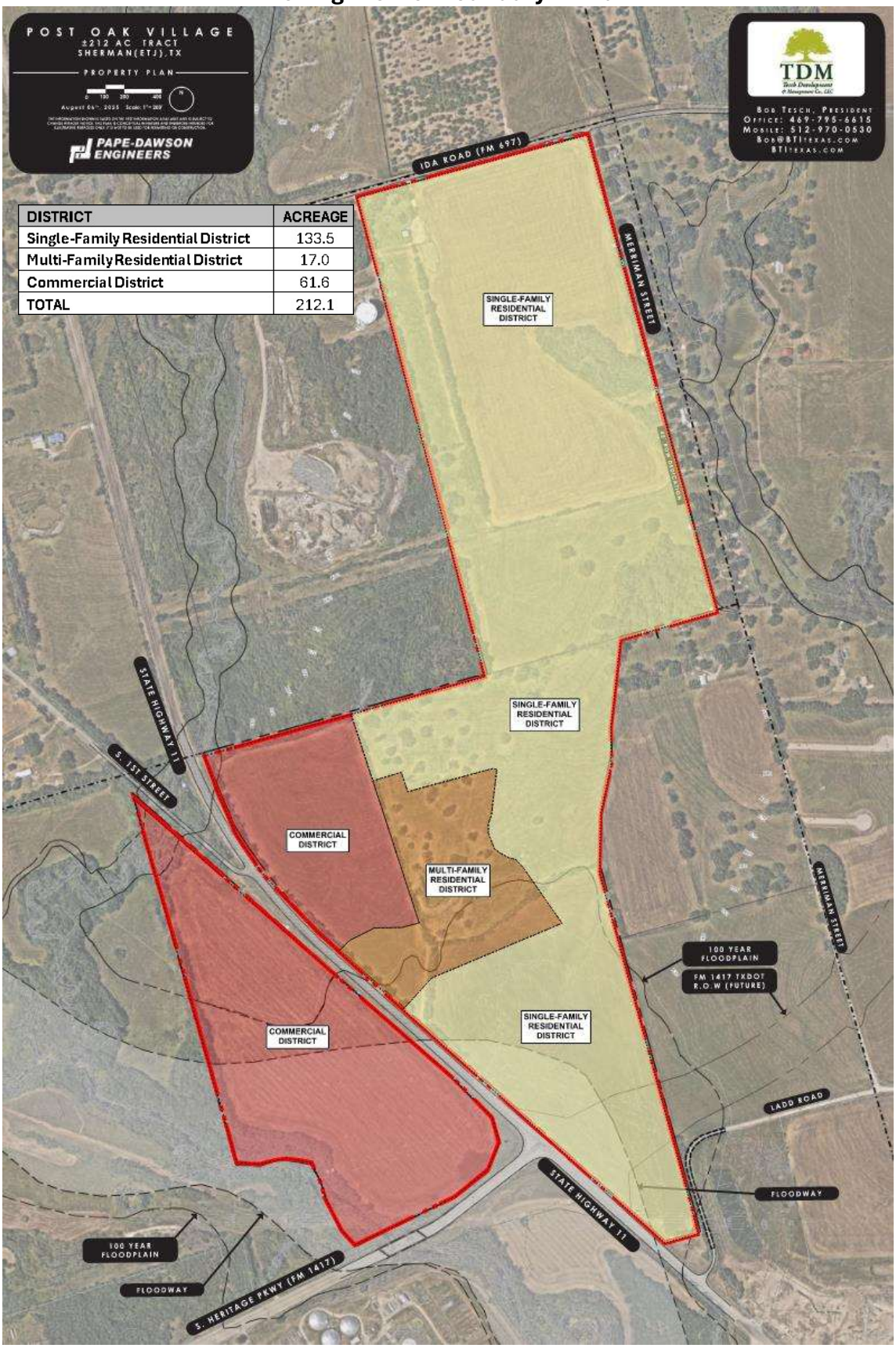
Residential and commercial developed in harmony with overall community.

Location:

The development is bordered on the west by Post Oak Creek and State Highway 11, on the north by Ida Road, on the south by Ladd Road, and on the east by a portion of Merriman Street. The community is presently located within the ETJ of the City of Sherman and is in the process of annexing into City limits.



Zoning District Boundary Exhibit



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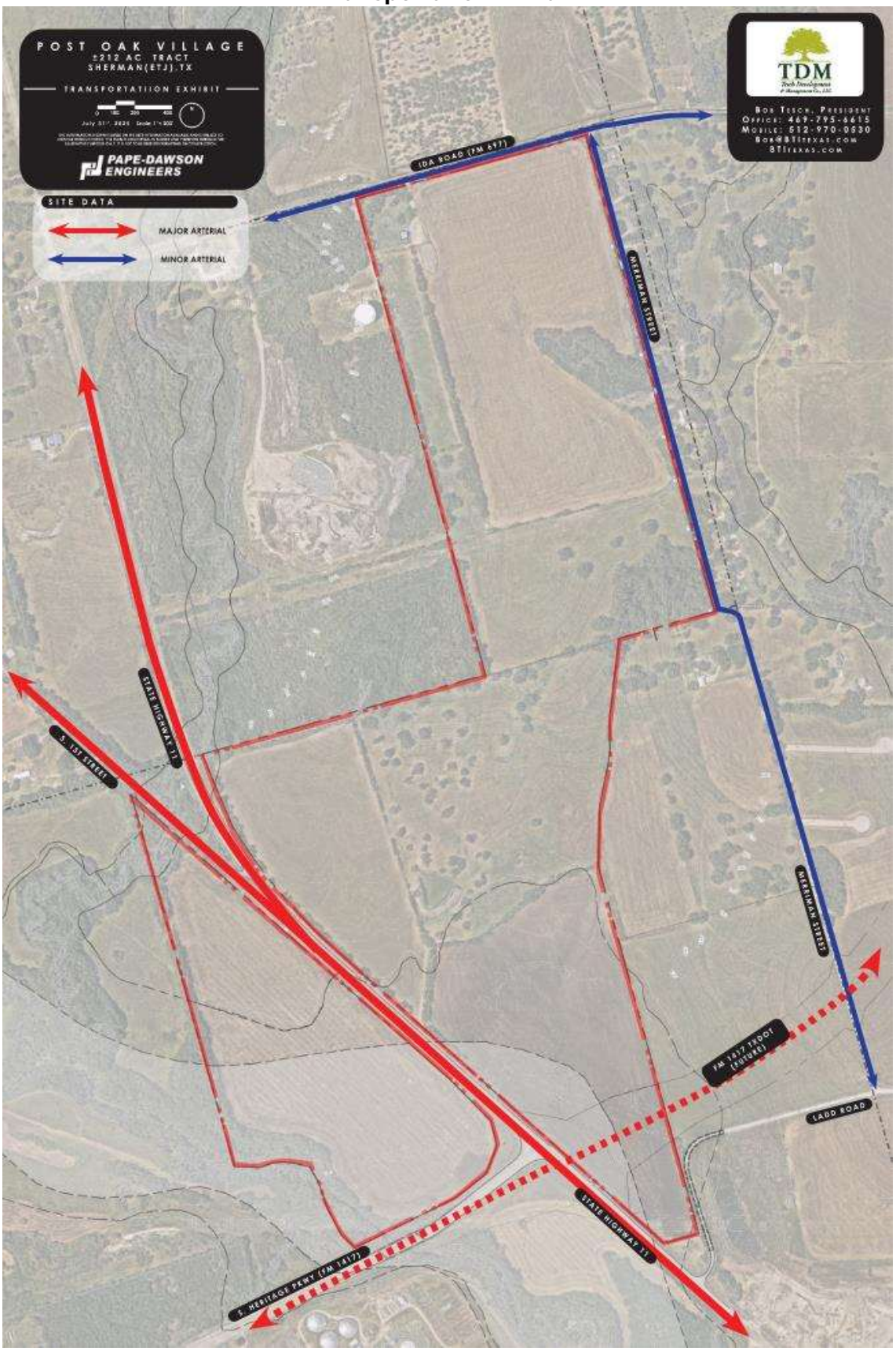
Conceptual Land Plan

Transportation Exhibit



Conceptual Open Space Exhibit

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

September 9, 2025

Sent via Email

Parnell Jones
900 N Grand Ave, Suite 6F
Sherman, TX 75090

Robert E. Tesch
2001 Auburn Hills Pkwy
Mckinney, TX 75071

Dear Applicants,

The request of a Public Hearing and Zone Change from an R-A (Residential Agricultural) District to PD (Planned Development) District located in the 2000 Block East Ida Road and 3501-3701 Block South Dewey Avenue 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 (903.892.7267). *(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 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.
7. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
8. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

9. Platting of the property is required. *Code of Ordinances Chapter10.01.005; Texas Local Government Code Title 1, Sec. 212.004*

10. Preliminary Plat required for each phase of development. *Code of Ordinances Chapter 10.02.002(c)(19)*
11. Design and construction of western half of Merriman Parkway along entire street frontage by developer may be required upon development. Merriman Parkway is on the City Thoroughfare Plan as a Minor Arterial. *Code of Ordinances 10.03.003(e)(1)*
12. Improvement of Ida Road along entire street frontage by developer or deposit of escrow funds by developer is required upon development. *Code of Ordinances 10.03.003(e)(1); 10.03.003(e)(2); 10.04.003(i)*
13. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*
14. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10.03.006; Engineering Design Standards Manual Sec. 4.18*
15. 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 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
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Steven Davis, Asst. Fire Marshal
Amber Doan, Engineering Coordinator
Tom Pruitt, Utility Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Letter of Concern
Project No. 000140-2025

I would like to have my concerns and issues with the proposed project noted since I was unable to attend the Planning and Zoning meeting on 9/16. My name is David Ponder and I reside at 573 Merriman Parkway on a 62 acres tract adjacent to the proposed project. I am bounded by Merriman Parkway to the east and the proposed development to the west.

Having read the project information and listened to the meeting on the 16th I am have the following concerns and issues with the project.

1. Project Density - On first review the impression is that there is a lot going on with this project, Commercial, Multi Family and high density single family. That is a lot going on in a relatively small tract considering a large part is lost to flood zone.
2. Existing infrastructure - Once this project is built there are very few ingress/egress points that can handle a high volume of traffic that will be generated by the high lot density. I only see Ida road and Highway 11 as major points. There are two roads that dump into Merriman Parkway. Merriman Parkway is a single lane ashpalt road that has very light traffic to service the small number of homes located between Ida (FM 697) and Ladd road. This road is not designed to carry the volume that the new project would deliver. What are the plans for Merriman Parkway to address this problem?

A possible solution is to put another entrance on far west side of Ida road and eliminate the Merriman Parkway access. This would solve the problem and be more cost effective by avoiding having to improve Merriman.

3. Sewer Plant - I thought it interesting that the first question asked was about the sewer plant and does the developer realize there is a sewer treatment plant within a half a mile of their project. The answer I heard was they are not really aware of the potential issues this plant poses to their project. My entire life I have had to smell that plant and I consider it an eyesore and I wish our property wasnt near it.

Here is the reality the project is going to have to contend with, they will get odors from the plant blowing across their tract. My home is the nearest to the plant off of Merriman and I can smell the plant on some days. The conditions have to be just right and it usually isn't a big deal and it isn't very common, but it can be smelled. Now they want to put homes ¼ mile further west and ¼ mile further south than me and they think they wont have issues with smell? They are going to have issues and anyone who buys there probably wont be pleased.

The second issue with the plant is light pollution. At night it is lit up like a Christmas tree. My kitchen window overlooks the plant and at night it is bright. We have a short term rental on our property and we had complaints about the lights at night. Again, they want to build homes and apartments closer to the plant than me, they will have complaints about the light as well as the odor.

I realize that the owner of this land has the right to develop it and from what I can determine from past projects is that they do quality work and for that I am pleased. My concerns with this project involve the density and the negative impact it will have on the surrounding neighbors. My hope is that if this development proceeds the valid concerns of those directly impacted will be addressed.

Sincerely,

David Ponder

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.1.

Meeting Date: 12/1/2025

Prepared By:

Approved By:

Caption:
Close Public Hearing
Consider Adoption of Ordinances 6903 and 6904

Issue:

E. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6903
Extending the Corporate Limits of Said City so as to Annex an Area of Land Consisting of Approximately 234.484 acres of Land Located Near the Corner of FM 697 and SH 11 Adjacent to the Sherman City Limits and in the City of Sherman's Extraterritorial Jurisdiction, on Application of the Landowner; Providing that the Owners and Inhabitants of the Subject Area of Land shall be Entitled to the Rights and Privleges of Other Citizens of the City of Sherman and Shall be Bound by the Acts and Ordinances now in Effect and hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280; Providing a Savings/Repealing Clause, Severability Clause and an Effective Date; and Providing for the Publication of the Caption hereof

E. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6904
Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, to Rezone a Tract of Land Consisting of 212.1 acres being a part of John Kitchen Survey, Abstract No.673 and a part of the Robert Thompson Survey, Abstract No. 1200, City of Sherman, Grayson County, Texas, Located in the 2000 Block East Ida Road and 3501-3701 Block South Dewey Avenue, Heretofore Zoned R-A (Residential Agriculture) District; Rezoning and Placing the Tract in the PD (Planned Development) of Post Oak Village Zoning Classification, Austin College (Owner), Robert E. Tesch (Applicant), Pape Dawson (Engineer) and Copley Land Surveying (Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date; Finding And Determining That The Meeting At Which This Ordinance Is Passed Was Noticed And Is Open To The Public As Required By Law

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.1.

Meeting Date: 12/1/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:
RESOLUTION NO. 7601
Expressing Support for the Low Income Housing Tax Credit Application of Ridgeview Apartment Concerning the Property Located at 1800 W. Washington in Sherman, Texas, for the year 2025

Issue:
Consider the formal resolution of support for Impactful Ventures Sherman Low Income Housing Tax Credit application for the property located at 1800 W. Washington Street.

Background:
The City of Sheman received an application for support from Frank Farricker in October 2025. The developer, Impactful Ventures Sherman, is seeking the Council's formal support of a Low-Income Housing Tax Credit (LIHTC) for a planned renovation of the Ridgeview Apartments located at 1800 W. Washington Street.

The developer is proposing a project cost of $31.9 Million with a tax credit contribution of $13 Million.

LIHTC is a federal government incentive program for multi-family development. Developers apply for a 4% or 9% tax credit and if approve, the developer then sells the tax credits in the open market to businesses that need tax breaks. The sale of the tax credits help to fund the capital requirements for the multi-family project development.

Capital Improvement Program:
N/A

Origination:
Development Services

Financial Consideration:
There is no cost to providing this resolution of support.

Staff Recommendation:
Staff has no objection to the approval of this resolution and the support of a LIHTC incentive for the Ridgeview Apartments

Alternatives:
Council could deny the request.

Attachments:

1. Resolution No. 7601
2. Letter of Support
3. LIHTC Application
4. Project Description
5. Ridgeview Apartments Redevelopment Letter Congressman Pat Fallon

RESOLUTION NO. 7601

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXPRESSING SUPPORT FOR THE LOW INCOME HOUSING TAX CREDIT APPLICATION OF IMPACTFUL VENTURES SHERMAN CONCERNING THE PROPERTY LOCATED AT 1800 WEST WASHINGTON STREET IN SHERMAN, TEXAS, FOR THE YEAR 2025; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Impactful Ventures Sherman has expressed interest in renovating the Ridgeview Apartments, located at 1800 West Washington Street in Sherman, Texas, through the State of Texas Low Income Housing Tax Credit Program; and

WHEREAS, Impactful Ventures Sherman has satisfied all requirements of the City of Sherman's Low Income Housing Tax Credit application process and has acted in good faith throughout; and

WHEREAS, City of Sherman staff, through the process of performing its due diligence, has determined that Impactful Ventures Sherman possesses a record of success with similar projects around the country; and

WHEREAS, the remodeling of the Ridgeview Apartments for the purpose of low income housing would provide a long-term benefit to the City and its citizens;

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

SECTION 1. That the City Council of the City of Sherman, Texas, as the governing body of the municipality, hereby expressly sets forth its support for the Low Income Housing Tax Credit application of Impactful Ventures Sherman concerning the property located at 1800 West Washington Street in Sherman, Texas, for the year 2025.

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 1st day of December 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

Sherman
CLASSIC TOWN. BROAD HORIZON.

December 1, 2025

Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

Re: Letter of Support – Ridgeview Apartments Redevelopment 1800 West Washington Street, Sherman, Texas

Dear Review Committee,

On behalf of the City of Sherman, I am writing to express strong support for the proposed redevelopment of **Ridgeview Apartments**, located at **1800 West Washington Street** in Sherman.

This property, once a valuable housing resource, has been tirelessly worn down and is now under consideration for foreclosure. The proposed redevelopment through the **Low-Income Housing Tax Credit (LIHTC) program** represents an opportunity to transform this distressed site into a safe, modern, and energy-efficient community that will serve Sherman workforce for years to come.

The Ridgeview Apartments will provide affordable homes for individuals and families who are essential to the success of our community—teachers, healthcare workers, first responders, seniors, and young professionals. Ensuring that these households have access to quality, affordable housing is critical to maintaining Sherman's balanced growth and economic vitality.

In addition to meeting a pressing housing need, this redevelopment will:

- Revitalize a deteriorated property that currently burdens the community.
- Expand affordable housing options for working families and seniors on fixed incomes.
- Support Sherman's economic growth by creating construction and permanent jobs.
- Strengthen workforce stability by allowing essential employees to live near their places of work.
- Enhance community vitality through thoughtful design, professional management, and long-term affordability protections.

For these reasons, I am pleased to offer my **full support** of this redevelopment proposal. I respectfully encourage the Texas Department of Housing and Community Affairs to give this application your highest consideration.

Sincerely,

Shawn Teamann
Mayor
City of Sherman, Texas

LOW INCOME HOUSING TAX CREDIT (LIHTC)

APPLICATION FOR SUPPORT AND/OR FUNDING ASSISTANCE

PLEASE NOTE: The City of Sherman reserves the right to fund projects at a lower amount than requested, and the right to deny applications that do not coincide with the City's Low Income Housing Tax Credit Support and Funding Assistance Policy, various strategic and master plans, or policy direction from the Sherman City Council.

1. PROJECT INFORMATION

Impactful Ventures

Developer Name

Ridgeview Apartments

Project Name

1800 W Washington Street, Sherman TX 75092

Project Address

001300 — **Census Tract Number**

Washington Elementary — **Elementary School Zone**

Piner Middle School — **Middle School Zone**

Project Type: (X) General ( ) Elderly ( ) Supportive Housing

Role of Applicant: (select all that apply) ( ) Investor (X) Developer ( ) Other:_____

Applicant is Requesting City Council Resolution: (select all that apply) (X) of support (X) stating no objection

Applicant is Requesting: ( ) Abatement ( ) Reduced Fees ( ) Other:_____

Amount of Financial Assistance Requested: _____

2. APPLICANT INFORMATION

If the applicant is not acting as the developer, please provide all of the information below for the developer, as well as the applicant. If the developer involves multiple entities, is a partnership or joint venture, please provide duplicative information for each, and identify the entity that will serve as the "lead" organization.

Impactful Ventures Sherman		
Name		
1206 W Slaughter Ln		
Business/Street Address		
Austin	TX, 78748	
City	State, ZIP	
512-531-9800		
Telephone #		
Frank Farricker	203-554-6140	franfarricker@gmail.com
Contact Person	Contact Telephone #	Email Address
	39-4186490	
DUNS #	Federal Tax ID #	

2. PROJECT DESCRIPTION

Provide a brief project description that addresses all of the following:

a. Indicate the project location by providing an area map with the property highlighted;

b. Provide a preliminary site plan and elevations for the proposed project;

c. Describe the tenant population, income levels, and services, if any, to be provided to or made available to residents;

d. List basic amenities and unit amenities proposed for the project;

e. Describe the taxable status of the development. Indicate whether the development will be paying property taxes or if the development will be tax exempt;

f. Describe current zoning of property. Include a letter from the City of Sherman's Planning Department verifying that the current zoning of the site for the proposed project is compatible with the anticipated use, or include documentation verifying that a request to change current zoning has been submitted;

g. Include evidence of site control, such as a warranty deed or a current, receipted earnest;

h. List the proposed number, type, and size of units:

	Total # of Units	# of Affordable Units	# of Market Rate Units	SF of Each Unit
1 BR				
2 BR				
3 BR				
4 BR				
Total Units				

i. Provide the total number of units servicing each Area Median Gross Income (AMGI) group and the proposed rents (less utility allowances) for low income units and proposed rents for market rate units;

j. Demonstrate the project's compatibility and alignment with the priorities stated in the City's Comprehensive Master Plan and any other applicable master, strategic, and redevelopment or neighborhood plans adopted by the City of Sherman;

k. Describe the involvement and support from local stakeholders and neighborhood organizations; include a list of stakeholders and neighborhood associations contacted;

l. Describe the impact the project is anticipated to have on surrounding neighborhood(s);

m. Describe the impact the project is anticipated to have on existing affordable housing in the area;

n. Describe the impact the project is anticipated to have on city infrastructure; including the impact of traffic associated with the proposed project;

o. Describe the availability of and impact the project is anticipated to have on public transit service;

p. Describe the impact the project is anticipated to have on area schools;

q. Indicate if the project will assist in the elimination of blight, the preservation of environmental assets, and/or enhancement of landscaping;

r. Summarize the key financials of the project, clearly indicating the total project cost, the amount and intended use of City of Sherman funds being requested, and preliminary project financials;

3. DEVELOPMENT TEAM

Identify below the persons or entities anticipated to be involved in the project.

	Development Team Name(s) and Contact Information	Years of Experience	Non-Profit
Owner	Impactful Ventures Sherman		
Developer	Impactful Ventures & Frank Farricker	10 Years Plus	
Architect	bldg. Architecture		
Engineer			
Construction Lender			
Other Lenders			
General Contractor			
Consultant			
Sub-Contractor			
Sub-Contractor			
Other	Impact Commercial Services - Construction Manager	15 Years Plus	
Other			

4. DEVELOPMENT SCHEDULE

Complete the schedule below with anticipated completion dates. Re-order the steps according to the appropriate sequence for your project, and add in any other significant steps integral to your project's development.

	Date(s)
Acquisition and/or holding	March 2026
Securing and packaging project financing	
Construction specifications and cost estimates	Sept - November 2026
Construction bids	Sept - December 2026
Construction start	March 2026
Completion of construction	July 2027
Start of Rent-up	Ongoing - Property is currently in operation
Other:	
Other:	
Other:	

5. PREVIOUS PROJECTS

Provide a list of all other LIHTC projects the developer has completed or has pending. Include information on location, type, number of units, project costs, and project references for ALL previous LIHTC projects. Include a list of additional LIHTC applications you will be submitting to the Texas Department of Housing and Community Affairs. The omission of any previous project in which the principal investors and/or developer have been involved will be considered grounds for dismissal of the application without further review.

6. SUBMISSION INFORMATION

The Office of the City Manager serves as the City's primary staff and point of contact for all LIHTC programs.

Before a project will be evaluated, each applicant requesting support and/or funding assistance must submit a completed application with all attachments by October 31 of the year prior to the year for which the applicant is seeking the city's support.

Completed applications, along with seven (7) copies should be submitted to:

Office of the City Manager
Robby Hefton, City Manager
220 W Mulberry Street
Sherman, TX 75090
903-892-7200

The applicant/developer certifies that the data included in this application and the exhibits attached hereto are true and correct. Any information found to be misleading will mean automatic disqualification under this program. (Unsigned/undated submissions will not be considered).

Hutchinson Utt	Hutchinson Utt
Legal Name of Developer/Entity	**Signature of Authorized Officer**
10.23.2025	Manager
Date	**Title**

Project Description

Ridgeview Apartments

1800 W Washington Street

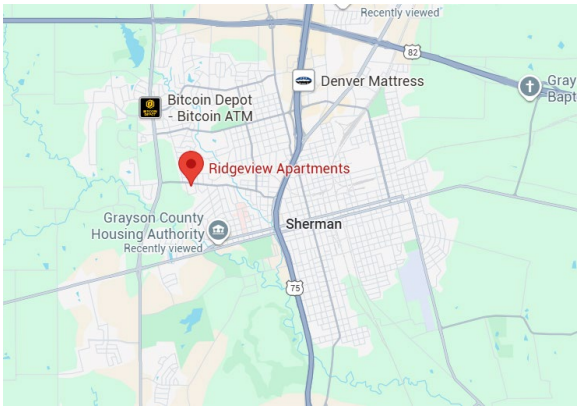
Sherman, TX 75092

A. Location:

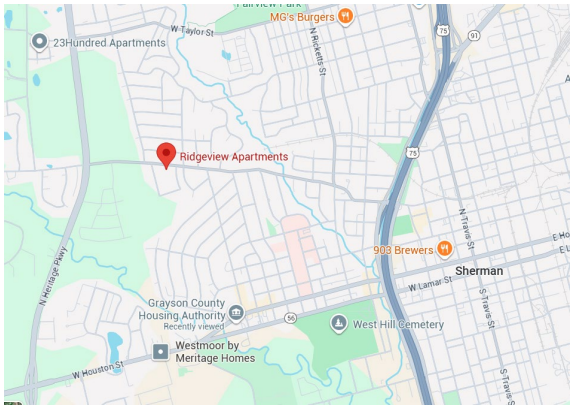
Ridgeview Apartments is located at 1800 W Washington Street, in the northwest quadrant of Sherman, Texas, within the Texas East Area Neighborhood. The property is strategically positioned near major transportation corridors, including U.S. Highway 75 and North Heritage Parkway, offering convenient access to employment centers, retail, schools, and community services.

The site is surrounded by a mix of residential developments and green spaces, contributing to a suburban atmosphere with urban connectivity. Its proximity to Heritage Parkway places it within a growing corridor of multifamily and commercial investment, making it a convenient and desirable location for current and future tenants. .

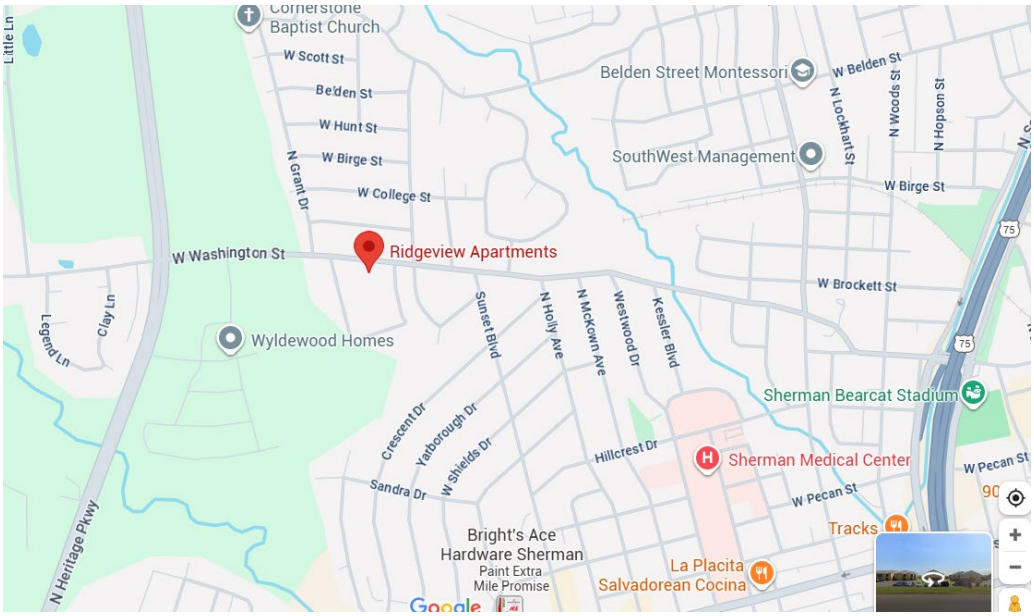
City of Sherman



West Central Sherman



Ridgeview Apartments Neighborhood



Property Aerial Photo. 14 Apartment buildings plus Office

B. Section B: Preliminary Site Plan and Elevations

Site Plan Overview: Ridgeview Apartments is a garden-style multifamily community consisting of 14 two-story residential buildings and one leasing office/community building. The layout is designed to promote walkability, green space integration, and accessibility for residents of all ages and abilities.

Building Design:

- Structure Type: Garden-style, wood-frame construction
- Height: Two stories
- Unit Access: Exterior staircases and landings
- Roofing: Full roof replacement planned
- Windows: Full window replacement planned
- Exterior Repairs: Soffit, fascia, staircases, and landings

C. Tenant Population, Income Levels, and Services Provided

The property serves a diverse tenant population, with a mix of unit types designed to accommodate individuals, couples, and families. The community includes one-, two-, and three-bedroom units, with a significant portion of the units targeting low- to moderate-income households.

Income Levels: The property offers a range of rents that align with various Area Median Gross Income (AMGI) levels. Currently the property is market rate and developer is proposing to convert to affordable to provide a high-quality option to this underserved population.

Services Provided to Residents: Ridgeview Apartments is designed to support resident well-being through a variety of on-site services and amenities:

Community Amenities:
Leasing office and on-site property management
Swimming pool
Basketball and sand volleyball courts
Playground
Laundry facilities
Green spaces and picnic areas
Unit Amenities:
Air conditioning and heating
Dishwasher, refrigerator, oven/range
Walk-in closets and private bathrooms

Washer/dryer hookups
Wheelchair-accessible units
High-speed internet access

Supportive Services (Planned or Available):
Online rent payment and maintenance request systems
Renters insurance program
Pet-friendly policies with designated play areas

D. List basic amenities and unit amenities proposed for the project.
Community Amenities:
Leasing office and on-site property management
Swimming pool
Basketball and sand volleyball courts
Playground
Laundry facilities
Green spaces and picnic areas
Unit Amenities:
Air conditioning and heating
Dishwasher, refrigerator, oven/range
Walk-in closets and private bathrooms
Washer/dryer hookups
Wheelchair-accessible units
High-speed internet access

E. Describe the taxable status of the development. Indicate whether the development will be paying property taxes or if the development will be tax exempt.
At present, Ridgeview Apartments is subject to standard property taxation without any exemptions. As of the submission of this application, no formal decision has been made regarding the future tax status of the development. The final determination will be made specifically how Grayson County Appraisal District's valuation of the property. At this time we believe it very likely that the project will pursue some form of tax-exempt status.
We understand that property tax revenue is a critical consideration for the City of Sherman. Our team is committed to working collaboratively with city officials to ensure transparency and alignment with community priorities.
It is clear the scope of work and investment required to transform Ridgeview Apartments into a safe, attractive, and energy-efficient community is substantial. We believe these

improvements will benefit not only the residents but also the surrounding neighborhood and the city at large. Should a tax exemption be pursued, it will be done with full consideration of the long-term value the project brings to Sherman's housing landscape.

F. Current Zoning – Currently the property is zoned MF-30. This is a purchase of an operating apartment community and are not seeking a change of use or variance to zoning.

G. Include evidence of site control, such as a warranty deed or a current, receipted earnest;
At this time, we are actively negotiating a purchase and sale agreement with the current property owner. While a final executed agreement is not yet in place, we have submitted our application to TSAHC and paid the associated fee, demonstrating our commitment to the project. Additionally, we have had multiple trade professionals visit and assess the site, further indicating our serious intent and ongoing due diligence. We are working diligently to secure site control and ensure the success of this development.

H. List the proposed number, type, and size of units:
Currently property is 100% Market Rate. We are proposing to make it up to 100% affordable.

Total Units	# Affordable Units	# Market Rate	SF Each
1 BDRM	68		652
2 BDRM 1 BTH	16		804
2 BDRM 2 BTH	44		855
3 BDRM 2 BTH	12		1185
Total	140		109,844

I. Provide the total number of units servicing each Area Median Gross Income (AMGI) group and the proposed rents (less utility allowances) for low income units and proposed rents for market rate units;

	# of Units	60% Rent	Utility Allowance	Actual Rents
0 Bedroom (20%)	0			$ -
0 Bedroom (60%)	0			
1 Bedroom (30%)	7	$533.00	$95.00	$438.00
1 Bedroom (50%)	7	$922.00	$95.00	$827.00
1 Bedroom (60%)	54	$1,107.00	$95.00	$1,012.00
2 Bedroom (30%)	7	$633.00	$109.00	$524.00
2 Bedroom (50%)	6	$1,106.00	$109.00	$997.00
2 Bedroom (60%)	47	$1,327.00	$109.00	$1,218.00
2 Bedroom Lg (60%)	0			$ -
3 Bedroom (20%)	0			$ -
3 Bedroom (60%)	12	$1,533.00	$122.00	$1,411.00
4 Bedroom (< 60%)	0		-	
Totals	140			$6,427.00

J. Demonstrate the project's compatibility and alignment with the priorities stated in the City's Comprehensive Master Plan and any other applicable master, strategic, and redevelopment or neighborhood plans adopted by the City of Sherman.

The Ridgeview Apartments rehabilitation project is strongly aligned with the goals and strategies outlined in the City of Sherman's 2022 Comprehensive Plan, particularly under Goal 1: Housing & Neighborhoods and Goal 4: Livability.

1. Alignment with Housing & Neighborhoods (Goal 1)

The Comprehensive Plan emphasizes the importance of preserving and creating quality, affordable housing through a balanced, diverse mix of housing types. Ridgeview Apartments directly supports this goal by:

- Preserving existing affordable housing stock through substantial rehabilitation of 141 units. As well as developers commitment to maintain the units economically attainable.
- Serving low- to moderate-income households, consistent with the Plan's Strategy 1.3 to "pursue affordability and diversity in the Sherman housing market."
- Enhancing neighborhood integrity and livability through site improvements, including updated amenities and infrastructure, aligning with Strategy 1.5 to "protect and enhance existing neighborhoods and housing stock."

2. Support for Complete Neighborhoods

The Plan defines "complete neighborhoods" as those that offer a mix of housing types, access to daily needs, and community amenities. Ridgeview Apartments contributes to this vision by:

- Offering one-, two-, and three-bedroom units to accommodate a range of household sizes.
- Providing on-site amenities such as a swimming pool, playground, laundry facilities, and green spaces.

- Being located in Northwest Sherman, near U.S. Highway 75 and North Heritage Parkway, ensuring residents have convenient access to employment, schools, and services.

3. Advancing Livability (Goal 4)

The project supports Sherman's goal to offer a "complete community experience" by:

- Promoting safe, economical, and attainable housing, which was identified as the #1 priority in the community engagement survey (p. 27).
- Enhancing quality of life through improved housing conditions and community amenities.
- Supporting economic development by providing stable housing for the growing workforce, especially in light of major employers like Texas Instruments expanding in the area.

4. Implementation Support

The project aligns with several action items in the Implementation Action Plan (Table 5.1), including:

- Strategy 1.1.a: Open to working with local organizations to encourage housing for lower-income residents.
- Strategy 1.4.c: Supporting rezonings and PDs that allow for a mix of housing options near services.
- Strategy 1.5.c: Developing partnerships with local organizations that promote upward mobility with the goal of residents being able to purchase homes if this is their wish.

K. Describe the involvement and support from local stakeholders and neighborhood organizations; include a list of stakeholders and neighborhood associations contacted;

We have communicated with the City of Sherman about the project and the city managers office so far. We look forward to receiving direction as to which organizations we should work with to achieve the objectives highlighted in section J and throughout the proposal.

L. Describe the impact the project is anticipated to have on surrounding neighborhood(s).

We believe this project will have a meaningful and direct impact on Ridgeview Apartments' residents. By offering improved living conditions at rents equal to or lower than current rates, we are addressing both affordability and quality of life. The redevelopment plan is comprehensive, beginning with upgrades that address basic health and safety needs. These include electrical system modernization, window replacements, plumbing improvements, and new appliances. These enhancements are expected to significantly

improve life safety and bring each unit into compliance with state and federal Energy Star standards—resulting in long-term economic benefits for residents through reduced utility costs.

Exterior improvements will enhance the property's curb appeal. Serving Sherman's economically vulnerable residents should not mean accepting substandard housing conditions. By improving the visual and structural quality of the property, we aim to uplift the surrounding neighborhood, potentially increasing nearby property values and contributing positively to the City of Sherman's property tax base.

While Ridgeview Apartments consists of 141 units, we believe the broader benefits to the Sherman community—through improved housing, neighborhood revitalization, and economic uplift—will far exceed the scale of the project.

M. Describe the impact the project is anticipated to have on existing affordable housing in the area;

Conversations with the Sherman Housing Authority indicate that they currently have a waiting list of individuals seeking access to affordable housing programs. Similarly, the Texoma Council of Governments has closed its waiting list due to limited federal funding and high demand. This reflects a broader national trend—Sherman is experiencing a significant need for affordable housing options.

Ridgeview Apartments can help address this gap by offering an additional, high-quality alternative for individuals and families, as well as for organizations like those mentioned. By increasing the supply of entry-level housing, the project will contribute to making housing more accessible and attainable for all residents of Sherman.

N. Describe the impact the project is anticipated to have on city infrastructure; including the impact of traffic associated with the proposed project;

We do not anticipate this project will have a negative impact on the City of Sherman's infrastructure. On the contrary, the planned energy and plumbing upgrades are expected to reduce strain on city systems. By bringing the property into compliance with current building and energy codes—including Energy Star standards—the redevelopment will improve efficiency in water and electricity usage, potentially lowering overall utility demand.

Additionally, since Ridgeview Apartments is an existing development with no increase in unit count, we do not expect a significant change in traffic volume. The project is focused on rehabilitation rather than expansion, and therefore should not contribute to increased congestion or require additional roadway capacity.

O. Describe the availability of and impact the project is anticipated to have on public transit service;
As public transit primarily consists of “On-Demand” service through TAPS, we do not believe the project will negatively or positively impact public transit service.

P. Describe the impact the project is anticipated to have on area schools;
We do not believe the project will have any negative impact on the assigned public schools.

Q. Indicate if the project will assist in the elimination of blight, the preservation of environmental assets, and/or enhancement of landscaping.
Planned exterior upgrades—including façade repairs, new roofing, window replacements, and landscaping improvements—will give the community a fresh, modern look and restore pride in the neighborhood.
In addition to aesthetic enhancements, the project includes energy-efficient upgrades that align with environmental preservation goals. By bringing the property into compliance with Energy Star standards and improving plumbing systems, the redevelopment will reduce energy and water consumption, supporting sustainability and reducing strain on municipal resources.

R. Summarize the key financials of the project, clearly indicating the total project cost, the amount and intended use of City of Sherman funds being requested, and preliminary project financials;

Total project cost: $31.9 million dollars
Purchase Price: $11 million dollars
Tax Credit Contribution: $ 13 Million dollars
Per Unit Cost: $75,000 (excludes contingency)

5. Previous LIHTC Projects:
The Developer (Frank Farricker) has participated in the following LIHTC projects:

a. Claremont Manor Apartments: 2 Manor Drive Claremont, NH 03774
    - 90 Units
    - Constructed 1979, rehabilitated 2025
    - $40,600,000 total project cost
    - New Hampshire Housing Finance Authority
    - HUD First mortgage - $17,325,000
    - Cinnaire Equity - $15,800,000

- Deferred Fee - $3,100,000
- Seller Note - $4,000,000

b. Dorchester Square Apartments: 1698 Dorchester Avenue Franklin VA, 23851
   - 125 Units
   - Constructed 1981, rehabilitated 2023, 2024
   - $42,200,000 project cost
   - City of Franklin, VA
   - Fannie Mae first mortgage - $22,200,000
   - Equity - $14,465,000
   - Deferred Fee - $3,200,000
   - Seller Note - 2,500,000
c. Oxford Seniors (pending) 821 Riggs Road Oxford, CT 06478
   - 178 Units
   - New Construction, completion February 2027
   - $51,200,000 project cost
   - Connecticut Housing Finance Authority
   - $35,100,000 CHFA risk share HUD first mortgage
   - $13,100,000, Key equity
   - $3,000,000 deferred fee

PAT FALLON
4TH DISTRICT, TEXAS

2416 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225–6673

HOUSE ARMED SERVICES COMMITTEE
MILITARY PERSONNEL SUBCOMMITTEE
CHAIRMAN

HOUSE PERMANENT SELECT COMMITTEE
ON INTELLIGENCE

HOUSE COMMITTEE ON OVERSIGHT
AND GOVERNMENT REFORM

Congress of the United States
House of Representatives
Washington, DC 20515–4304

November 20, 2025

Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

Dear Review Committee,
I am writing regarding the proposed redevelopment of Ridgeview Apartments, located at 1880 West Washington Street in Sherman.

This property, once a valuable housing resource, has been tirelessly worn down and is now foreclosed. The proposed redevelopment through the Low-Income Housing Tax Credit (LIHTC) program represents an opportunity to transform this distressed site into a safe, modern, and energy-efficient community that will serve Sherman workforce for years to come.

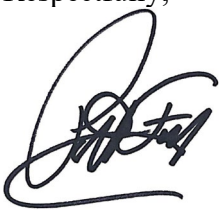
The Ridgeview Apartments will provide affordable homes for individuals and families who are essential to the success of our community—teachers, healthcare workers, first responders, seniors, and young professionals. Ensuring that these households have access to quality, affordable housing is critical to maintaining Sherman's balanced growth and economic vitality.

In addition to meeting a pressing housing need, this redevelopment will:

- Revitalize a deteriorated property that currently burdens the community.
- Expand affordable housing options for working families and seniors on fixed incomes.
- Support Sherman's economic growth by creating construction and permanent jobs.
- Strengthen workforce stability by allowing essential employees to live near their places of work.
- Enhance community vitality through thoughtful design, professional management, and long-term affordability protections.

For these reasons, I am very interested in the potential of this redevelopment proposal. I respectfully encourage the Texas Department of Housing and Community Affairs to give this application your full and fair consideration, consistent with applicable statute and agency guidelines.

Respectfully,



Pat Fallon, Member
House of Representatives
4th District of Texas

Rockwall Office
6531 Horizon Road, Suite A
Rockwall, TX 75032
(972) 771–0100

Sherman District Office
100 West Houston Street, 1st Floor
Sherman, TX 75090
(903) 820–5170

New Boston District Office
15 James Carlow Drive
New Boston, TX 75570
(903) 716–7500

Frisco District Office
6101 Frisco Square Boulevard
Frisco, TX 75034
(202) 913–4115

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.2.

Meeting Date: 12/1/2025

Prepared By: Wayne Lee, Director of Engineering

Approved By: Zachary Flores, City Manager

Caption:

RESOLUTION NO. 7602

Awarding a Bid to and Authorizing Execution of a Contract with SYB Construction Co., Inc. Based on an Invitation to Bid for the Lamberth Road Drainage Improvements Phase II From Cornerstone Dr to US Highway 75

Issue:

To consider awarding a best value bid to and authorizing execution of a contract with SYB Construction Co., Inc. of Venus, Texas, based on an invitation to bid for the Lamberth Road Drainage Improvements Phase II From Cornerstone Dr to US Highway 75 project.

Background:

The Lamberth Road Drainage Improvement Project will address stormwater capacity, erosion issues, and improve roadway conditions along Lamberth Road between Cornerstone Dr and US 75. The project replaces aging drainage infrastructure, improves channel stability, and reconstructs roadway and utility elements within the project limits to meet current City standards.

The improvements include:

• Drainage System Replacement: Removal of 3 existing 36-inch reinforced concrete pipes and installation of 2 new 8’ x 7’ reinforced concrete box culverts, including parallel wing walls at the inlet and outlet.
• Channel Stabilization: Construction of modular retaining walls at the upstream and downstream channel transitions, along with erosion control measures at all impacted channel areas.
• Roadway Reconstruction: Removal and replacement of the existing roadway section, curb and gutter, drive approaches, and sidewalks as necessary within the project limits to restore the corridor following drainage construction.
• Utility Improvements: Relocation and adjustment of water and wastewater utilities within the limits of construction, including installation of new manholes and adjustments to valve and meter boxes.

On October 31, 2025, a public bid opening was held. Nine (9) bidders responded to the request for best value bid submittals. Best value scoring consisted of bid price at 45%, contractor qualifications at 20%, contractor's safety record at 10%, and time to complete the project at 25%. City staff and the design engineer met and scored each submitting contractor. The best scoring submitter was SYB Construction Co., Inc. of Venus, Texas who provided extremely high qualifications for every aspect of this work, and the second fastest time to complete the project.

A bid tabulation and a recommendation letter from the design engineer with the best value scoring is attached.

Capital Improvement Program:

24-053

Origination:
Engineering Department

Financial Consideration:
Funding needed for this project is $1,794,778.56.

Staff Recommendation:
It is recommended that the best value bid be awarded for the Lamberth Road Drainage Improvements Phase II From Cornerstone Dr to US Highway 75 to SYB Construction Co., Inc., for providing, in the opinion of City staff and the design engineer, the highest ranking score. It is also recommended that the City Manager be authorized to execute the required contract documents.

Alternatives:
As may be directed by City Council

Attachments:
1. Resolution No. 7602
2. Contractor Signed Agreement
3. Bid Tabulation
4. Lamberth Drainage Improvements Phase 2_Bid Evaluation Scoring
5. Letter of Recommendation - Lamberth Road - 2025-11-20
6. Lamberth Ph2 Location Map

RESOLUTION NO. 7602

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH SYB CONSTRUCTION CO., INC, BASED ON AN INVITATION TO BID FOR THE LAMBERTH ROAD DRAINAGE IMPROVEMENTS PHASE II FROM CORNERSTONE DR. TO US HIGHWAY 75; 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 SYB Construction Co, Inc. of Venus, Texas, is hereby awarded the bid and the City of Sherman hereby approves the contract with SYB Construction Co, Inc., in the amount of One Million Seven Hundred Ninety-Four Thousand Seven Hundred Seventy-Eight Dollars and Fifty-Six Cents ($1,794,778.56) for the Lamberth Road Drainage Improvements Phase II from Cornerstone Dr. to US Highway 75; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with SYB Construction Co, Inc., for the construction of the aforementioned improvements, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 1st day of December 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

AGREEMENT

THIS AGREEMENT is by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality (the "CITY"), and SYB Construction Co, Inc., a corporation (the "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to collectively as the "parties" or individually as a "party."

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Article 1. **WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Contract Documents (collectively, the "Work"). The Work is generally described as follows:

Lamberth Road Drainage Improvements - Phase 2 from Cornerstone Dr. to US Highway 75

Article 2. **ENGINEER**

The Project has been designed by Halff Associates, Inc., who is hereinafter called ENGINEER and who is to act as CITY'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. **CONTRACT TIME**

3.1 The Work must be substantially completed and ready for final payment within the number of calendar days indicated in the Bid Submittal from the date when the Contract Time commences to run, as provided in the General Conditions.

3.2 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by CITY if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that CONTRACTOR shall pay CITY $ 1,200.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by CITY as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein.

Article 4. **CONTRACT PRICE**

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

At the unit prices shown on the Unit Price Bid Schedule included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

CONTRACTOR shall submit an Application for Payment in accordance with the General Conditions. Applications for Payment will be processed by ENGINEER, as provided in the Special Provisions.

CONTRACTOR and CITY acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of CITY, which fiscal year ends on September 30th of each year, shall be subject to Sherman City Council approval. In the event that the Sherman City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that CITY shall be obligated to pay monies owed CONTRACTOR for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that CONTRACTOR is not in breach of this Agreement.

Article 6. **INTEREST**

If the contract amount of this Agreement is less than $5,000,000, no interest will be paid to the CONTRACTOR on retained money. When the contract amount exceeds $5,000,000, no interest will be paid unless required by law.

Article 7. **CONTRACTOR'S REPRESENTATIONS**

In order to induce CITY to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7.3 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Provisions.

7.4 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

The "Contract Documents," which comprise the entire agreement between CITY and CONTRACTOR concerning the Work, consist of the following:

8.1 This Agreement

8.2 Advertisement for Bids
8.3 Instructions to Respondents
8.4 Certifications Required by Texas Law
8.5 Suspension and Debarment Certification
8.6 Bid Bond and Bid Bond POA
8.7 Statement of Respondent's Qualifications
8.8 Insurance Requirement Affidavit
8.9 Bid Submittal
8.10 Resolution of Award
8.11 Form 1295, Certificate of Interested Parties
8.12 Certificate of Insurance
8.13 Performance Bond and POA
8.14 Payment Bond and POA
8.15 Notice to Proceed
8.16 Closeout Documents
8.17 Special Provisions
8.18 Technical Specification prepared or issued by the City of Sherman dated 07/31/2025 .
8.19 Drawings, consisting of sheets numbered 1 through 47, inclusive with each sheet bearing the following general title: Lamberth Road Drainage Improvements – Phase 2
8.20 Addenda numbers 1 to 1, inclusive.
8.22 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by CITY ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the Sherman City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the City Council's authorization for the City Manager to execute said Change Order. CONTRACTOR agrees that CITY'S project managers are authorized to issue Contingency Allowance Authorization but CITY'S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented, as outlined in this Agreement.

Article 9. **INDEMNITY**

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND

EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Article 10. LIABILITY

To the fullest extent permitted by law, CONTRACTOR shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of CONTRACTOR under this Agreement, and for any and all damage to CONTRACTOR's equipment and other property. CITY assumes no such responsibility or liability. CITY shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or

other persons.

Article 11. **TERMINATION**

CITY is entitled to terminate this Agreement at any time for any reason or for no reason by giving CONTRACTOR at least thirty (30) days' prior written notice of the termination date.

CITY is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement, CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of the Contract Documents, then CITY shall have the right to terminate this Agreement. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Article 12. **MISCELLANEOUS**

12.1 Terms used in the Agreement will have the meanings indicated in the Special Provisions.

12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.

12.4 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

12.5 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 or the City of Sherman 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.

12.6 In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between CITY and CONTRACTOR, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

12.8 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.

12.9 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.

12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of CITY; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between CITY and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONTRACTOR.

12.11 This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

12.12 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

12.13 CITY and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to CITY, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR or by ENGINEER on their behalf. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement (the "Effective Date").

CITY: CITY OF SHERMAN, TEXAS	CONTRACTOR: SYB Construction Co., Inc.
_____	SYB Construction Co., Inc.
By: _____	By: _____
Date: _____	Date: 11-21-2025
	(Corporate Seal)
Attest: _____	Attest: _____
Address for giving notices:	Address for giving notices:
_____	1017 S FM 157
_____	Venus, TX 76084

Bid Tabulation
LAMBERTH ROAD DRAINAGE IMPROVEMENTS - PHASE 2
10/31/2025

ITEM NO.	ITEM DESCRIPTION	Unit	Quantity	Apple Pavement Services LLC		C&J Contractors LLC		Iron T Construction	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE 1:									
1.01	MOBILIZATION (MAXIMUM 5% OF BASE BID)	LS	1	$ 75,000.00	$ 75,000.00	$ 64,000.00	$ 64,000.00	$ 80,000.00	$ 80,000.00
1.02	CONTINGENCY	LS	1	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00
1.03	TRAFFIC CONTROL (TCP PREPARATION, BARRICADES, SIGNS, AND TRAFFIC HANDLING)	LS	1	$ 25,000.00	$ 25,000.00	$ 20,000.00	$ 20,000.00	$ 30,000.00	$ 30,000.00
1.04	PREPARING RIGHT OF WAY	LS	1	$ 15,000.00	$ 15,000.00	$ 8,000.00	$ 8,000.00	$ 10,000.00	$ 10,000.00
1.05	REMOVE TREE 6-INCH OR LARGER	EA	8	$ 1,750.00	$ 14,000.00	$ 1,000.00	$ 8,000.00	$ 1,000.00	$ 8,000.00
1.06	STABILIZED CONSTRUCTION ENTRANCE/EXIT (INSTALL/ MAINTAIN/ REMOVE)	EA	2	$ 2,750.00	$ 5,500.00	$ 3,000.00	$ 6,000.00	$ 2,500.00	$ 5,000.00
1.07	ROCK FILTER DAM (INSTALL/ MAINTAIN/ REMOVE)	LF	35	$ 75.00	$ 2,625.00	$ 90.00	$ 3,150.00	$ 100.00	$ 3,500.00
1.08	REMOVE AND DISPOSE OF GABION WALL	LF	70	$ 35.00	$ 2,450.00	$ 86.00	$ 6,020.00	$ 100.00	$ 7,000.00
1.09	REMOVE AND DISPOSE OF CONCRETE OR MASONRY WALL	LF	70	$ 50.00	$ 3,500.00	$ 143.00	$ 10,010.00	$ 100.00	$ 7,000.00
1.10	REMOVE PAVEMENT, CONCRETE RIPRAPS, SIDEWALKS AND FLATWORK	SY	2,400	$ 22.50	$ 54,000.00	$ 25.00	$ 60,000.00	$ 10.00	$ 24,000.00
1.11	REMOVE AND DISPOSE OF TRIPLE 36-INCH RCP CULVERT	LS	1	$ 4,750.00	$ 4,750.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
1.12	INLET PROTECTION (INSTALL/ MAINTAIN/ REMOVE)	EA	4	$ 250.00	$ 1,000.00	$ 2,000.00	$ 8,000.00	$ 200.00	$ 800.00
1.13	EXISTING UTILITY INVESTIGATION AND COORDINATION	EA	3	$ 2,127.50	$ 6,382.50	$ 4,000.00	$ 12,000.00	$ 2,000.00	$ 6,000.00
BASE BID - BID SCHEDULE 1: SITE PREPARATION, DEMOLITION AND PROJECT-WIDE			**SUBTOTAL**		**$ 359,207.50**		**$ 360,180.00**		**$ 336,300.00**
SCHEDULE 2:	**BID SCHEDULE 2: CHANNEL/DRAINAGE/WALLS/GRADING IMPROVEMENTS**								
2.01	EARTHWORK - CUT & FILL WITHIN SITE	CY	200	$ 35.00	$ 7,000.00	$ 20.00	$ 4,000.00	$ 50.00	$ 10,000.00
2.02	EARTHWORK - IMPORT OFFSITE FILL	CY	900	$ 45.00	$ 40,500.00	$ 40.00	$ 36,000.00	$ 50.00	$ 45,000.00
2.03	TOPSOIL (6-INCH)	SY	1,600	$ 10.00	$ 16,000.00	$ 20.00	$ 32,000.00	$ 2.00	$ 3,200.00
2.04	ESTABLISH GRASS BY BERMUDA BLOCK SODDING	SY	1,600	$ 10.00	$ 16,000.00	$ 7.00	$ 11,200.00	$ 5.00	$ 8,000.00
2.05	PVC-COATED GALVANIZED GABION BASKET WITH GEOTEXTILE FABRIC	CY	1	$ 1,200.00	$ 1,200.00	$ 3,000.00	$ 3,000.00	$ 1,000.00	$ 1,000.00
2.06	CONCRETE CHANNEL LINING	SY	100	$ 155.00	$ 15,500.00	$ 180.00	$ 18,000.00	$ 200.00	$ 20,000.00
2.07	8'X7' CONCRETE BOX CULVERT	LF	94	$ 2,271.25	$ 213,497.50	$ 1,300.00	$ 122,200.00	$ 2,000.00	$ 188,000.00
2.08	PARALLEL WINGWALL "C"	LS	1	$ 15,000.00	$ 15,000.00	$ 36,000.00	$ 36,000.00	$ 50,000.00	$ 50,000.00
2.09	PARALLEL WINGWALL "D"	LS	1	$ 18,000.00	$ 18,000.00	$ 36,000.00	$ 36,000.00	$ 50,000.00	$ 50,000.00
2.10	MODULAR CONCRETE RETAINING WALL "2"	LS	1	$ 35,000.00	$ 35,000.00	$ 75,000.00	$ 75,000.00	$ 40,000.00	$ 40,000.00
2.11	MODULAR CONCRETE RETAINING WALL "3"	LS	1	$ 35,000.00	$ 35,000.00	$ 85,000.00	$ 85,000.00	$ 40,000.00	$ 40,000.00
2.12	MODULAR CONCRETE RETAINING WALL "4"	LS	1	$ 55,000.00	$ 55,000.00	$ 100,000.00	$ 100,000.00	$ 130,000.00	$ 130,000.00
2.13	MODULAR CONCRETE RETAINING WALL "5"	LS	1	$ 45,000.00	$ 45,000.00	$ 105,000.00	$ 105,000.00	$ 130,000.00	$ 130,000.00
2.14	TRAFFIC AND PEDESTRIAN COMBINATION RAIL (TYPE C223)	LF	70	$ 300.00	$ 21,000.00	$ 290.00	$ 290.00	$ 150.00	$ 10,500.00
2.15	8-INCH LIME STABILIZED SUBGRADE	SY	1,850	$ 20.00	$ 37,000.00	$ 12.50	$ 23,125.00	$ 20.00	$ 37,000.00
2.16	HYDRATED LIME	TON	40	$ 375.00	$ 15,000.00	$ 350.00	$ 14,000.00	$ 450.00	$ 18,000.00
2.17	FLEXIBLE BASE (TXDOT TYPE A, GRADE 1-2)	CY	100	$ 100.00	$ 10,000.00	$ 125.00	$ 12,500.00	$ 50.00	$ 5,000.00
2.18	8-INCH REINFORCED CONCRETE PAVEMENT	SY	1,850	$ 81.00	$ 149,850.00	$ 120.00	$ 222,000.00	$ 95.00	$ 175,750.00
2.19	6-INCH MONOLITHIC INTEGRAL CONCRETE CURB	LF	850	$ 28.00	$ 23,800.00	$ 40.00	$ 34,000.00	$ 5.00	$ 4,250.00
2.20	4-INCH CONCRETE SIDEWALK	SY	230	$ 81.00	$ 18,630.00	$ 75.00	$ 17,250.00	$ 100.00	$ 23,000.00
2.21	CURB RAMP (TXDOT TYPE 10)	EA	3	$ 3,250.00	$ 9,750.00	$ 4,000.00	$ 12,000.00	$ 2,000.00	$ 6,000.00
2.22	6-INCH CONCRETE DRIVEWAY (COMMERCIAL)	SY	140	$ 85.00	$ 11,900.00	$ 200.00	$ 28,000.00	$ 100.00	$ 14,000.00
2.23	6-INCH CONCRETE DRIVEWAY (RESIDENTIAL)	SY	35	$ 85.00	$ 2,975.00	$ 200.00	$ 7,000.00	$ 100.00	$ 3,500.00
2.24	PAVEMENT MARKINGS	LS	1	$ 1,500.00	$ 1,500.00	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00
2.25	TRAFFIC SIGNS	EA	5	$ 1,000.00	$ 5,000.00	$ 4,000.00	$ 20,000.00	$ 1,000.00	$ 5,000.00
2.26	24-INCH THICK DRY ROCK RIPRAP, 18-INCH GRADATION WITH GRAVEL BASE AND FILTER FABRIC	SY	245	$ 185.00	$ 45,325.00	$ 170.00	$ 41,650.00	$ 200.00	$ 49,000.00
2.27	INLET (CURB) (10 FEET)	EA	2	$ 14,375.00	$ 28,750.00	$ 9,000.00	$ 18,000.00	$ 10,000.00	$ 20,000.00
2.28	SHEETING AND SHORING FOR BOX CULVERT	LF	94	$ 75.00	$ 7,050.00	$ 490.00	$ 46,060.00	$ 20.00	$ 1,880.00
BASE BID - BID SCHEDULE 2: CHANNEL/DRAINAGE/GRADING/ROADWAY IMPROVEMENTS			**SUBTOTAL**		**$ 900,227.50**		**$ 1,182,285.00**		**$ 1,093,080.00**
SCHEDULE 3:	**BID SCHEDULE 3: N. MESQUITE DR. BRIDGE AND STREET IMPROVEMENTS**								
3.01	REMOVE WATER PIPE	LF	95	$ 23.00	$ 2,185.00	$ 15.00	$ 1,425.00	$ 10.00	$ 950.00
3.02	REMOVE OR ABANDON WASTEWATER PIPE	LF	710	$ 11.50	$ 8,165.00	$ 25.00	$ 17,750.00	$ 20.00	$ 14,200.00
3.03	ABANDON WASTEWATER MANHOLE	EA	2	$ 1,725.00	$ 5,175.00	$ 1,000.00	$ 2,000.00	$ 1,000.00	$ 2,000.00
3.04	8-INCH WASTEWATER PVC (SDR 26) PIPE	LF	620	$ 66.70	$ 41,354.00	$ 70.00	$ 43,400.00	$ 90.00	$ 55,800.00
3.05	STEEL ENCASEMENT PIPE	LF	85	$ 253.00	$ 21,505.00	$ 90.00	$ 7,650.00	$ 250.00	$ 21,250.00
3.06	FURNISH AND INSTALL WASTEWATER LATERALS WITH CLEANOUT	EA	3	$ 1,380.00	$ 4,140.00	$ 1,000.00	$ 3,000.00	$ 1,000.00	$ 3,000.00
3.07	STANDARD 4 FEET DIA. WASTEWATER MANHOLE	EA	1	$ 6,325.00	$ 6,325.00	$ 4,000.00	$ 4,000.00	$ 10,000.00	$ 10,000.00
3.08	STANDARD 5 FEET DIA. WASTEWATER DOGHOUSE MANHOLE	EA	1	$ 9,775.00	$ 9,775.00	$ 7,000.00	$ 7,000.00	$ 12,000.00	$ 12,000.00
3.09	STANDARD 5 FEET DIA. WASTEWATER DROP MANHOLE	EA	2	$ 12,075.00	$ 24,150.00	$ 8,000.00	$ 16,000.00	$ 14,000.00	$ 28,000.00
3.10	8-INCH C-900 DR-18 PVC WATER PIPE	LF	95	$ 86.25	$ 8,193.75	$ 50.00	$ 4,750.00	$ 200.00	$ 19,000.00
3.11	8-INCH GATE VALVE	EA	1	$ 3,277.50	$ 3,277.50	$ 2,600.00	$ 2,600.00	$ 5,000.00	$ 5,000.00
3.12	GRADE BEAMS	LS	1	$ 4,025.00	$ 4,025.00	$ 13,200.00	$ 13,200.00	$ 30,000.00	$ 30,000.00
3.13	ADJUST WATER METER BOX OR VALVE BOX TO FINISHED GRADE	EA	1	$ 287.50	$ 287.50	$ 2,500.00	$ 2,500.00	$ 1,000.00	$ 1,000.00
3.14	TRENCH EXCAVATION PROTECTION	LF	715	$ 3.45	$ 2,466.75	$ 25.00	$ 17,875.00	$ 2.00	$ 1,430.00
BASE BID - BID SCHEDULE 3: WATER AND WASTEWATER IMPROVEMENTS			**SUBTOTAL**		**$ 141,024.50**		**$ 143,150.00**		**$ 203,630.00**
BID SCHEDULES (1, 2, & 3) CONSTRUCTION TOTAL					**$ 1,400,459.50**		**$ 1,685,615.00**		**$ 1,633,010.00**

Bid Tabulation
LAMBERTH ROAD DRAINAGE IMPROVEMENTS - PHASE 2
10/31/2025

ITEM NO.	ITEM DESCRIPTION	Unit	Quantity	J&L Construction LLC		Lynn Vessels Construction LLC		MX Construction Services Inc	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE 1:									
1.01	MOBILIZATION (MAXIMUM 5% OF BASE BID)	LS	1	$ 61,402.00	$ 61,402.00	$ 58,906.25	$ 58,906.25	$ 50,000.00	$ 50,000.00
1.02	CONTINGENCY	LS	1	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00
1.03	TRAFFIC CONTROL (TCP PREPARATION, BARRICADES, SIGNS, AND TRAFFIC HANDLING)	LS	1	$ 21,051.00	$ 21,051.00	$ 15,030.50	$ 15,030.50	$ 25,000.00	$ 25,000.00
1.04	PREPARING RIGHT OF WAY	LS	1	$ 4,295.00	$ 4,295.00	$ 51,375.00	$ 51,375.00	$ 32,000.00	$ 32,000.00
1.05	REMOVE TREE 6-INCH OR LARGER	EA	8	$ 1,350.50	$ 10,804.00	$ 1,771.00	$ 14,168.00	$ 4,000.00	$ 32,000.00
1.06	STABILIZED CONSTRUCTION ENTRANCE/EXIT (INSTALL/ MAINTAIN/ REMOVE)	EA	2	$ 2,877.00	$ 5,754.00	$ 2,000.00	$ 4,000.00	$ 750.00	$ 1,500.00
1.07	ROCK FILTER DAM (INSTALL/ MAINTAIN/ REMOVE)	LF	35	$ 66.49	$ 2,327.15	$ 125.00	$ 4,375.00	$ 350.00	$ 12,250.00
1.08	REMOVE AND DISPOSE OF GABION WALL	LF	70	$ 28.53	$ 1,997.10	$ 31.25	$ 2,187.50	$ 65.00	$ 4,550.00
1.09	REMOVE AND DISPOSE OF CONCRETE OR MASONRY WALL	LF	70	$ 76.37	$ 5,345.90	$ 92.86	$ 6,500.20	$ 65.00	$ 4,550.00
1.10	REMOVE PAVEMENT, CONCRETE RIPRAPS, SIDEWALKS AND FLATWORK	SY	2,400	$ 44.50	$ 106,800.00	$ 18.36	$ 44,064.00	$ 20.00	$ 48,000.00
1.11	REMOVE AND DISPOSE OF TRIPLE 36-INCH RCP CULVERT	LS	1	$ 6,246.00	$ 6,246.00	$ 6,375.00	$ 6,375.00	$ 6,000.00	$ 6,000.00
1.12	INLET PROTECTION (INSTALL/ MAINTAIN/ REMOVE)	EA	4	$ 3,291.00	$ 13,164.00	$ 187.50	$ 750.00	$ 450.00	$ 1,800.00
1.13	EXISTING UTILITY INVESTIGATION AND COORDINATION	EA	3	$ 818.00	$ 2,454.00	$ 3,125.00	$ 9,375.00	$ 20,000.00	$ 60,000.00
BASE BID - BID SCHEDULE 1: SITE PREPARATION, DEMOLITION AND PROJECT-WIDE			**SUBTOTAL**		**$ 391,746.15**		**$ 367,106.45**		**$ 427,650.00**
SCHEDULE 2:	**BID SCHEDULE 2: CHANNEL/DRAINAGE/WALLS/GRADING IMPROVEMENTS**								
2.01	EARTHWORK - CUT & FILL WITHIN SITE	CY	200	$ 18.41	$ 3,682.00	$ 31.25	$ 6,250.00	$ 10.00	$ 2,000.00
2.02	EARTHWORK - IMPORT OFFSITE FILL	CY	900	$ 5.37	$ 4,833.00	$ 40.00	$ 36,000.00	$ 45.00	$ 40,500.00
2.03	TOPSOIL (6-INCH)	SY	1,600	$ 14.38	$ 23,008.00	$ 5.70	$ 9,120.00	$ 15.00	$ 24,000.00
2.04	ESTABLISH GRASS BY BERMUDA BLOCK SODDING	SY	1,600	$ 11.22	$ 17,952.00	$ 9.38	$ 15,008.00	$ 13.00	$ 20,800.00
2.05	PVC-COATED GALVANIZED GABION BASKET WITH GEOTEXTILE FABRIC	CY	1	$ 1,227.00	$ 1,227.00	$ 812.50	$ 812.50	$ 2,500.00	$ 2,500.00
2.06	CONCRETE CHANNEL LINING	SY	100	$ 201.01	$ 20,101.00	$ 209.76	$ 20,976.00	$ 150.00	$ 15,000.00
2.07	8'X7' CONCRETE BOX CULVERT	LF	94	$ 1,454.97	$ 136,767.18	$ 1,204.12	$ 113,187.28	$ 1,500.00	$ 141,000.00
2.08	PARALLEL WINGWALL "C"	LS	1	$ 25,286.00	$ 25,286.00	$ 33,370.17	$ 33,370.17	$ 22,500.00	$ 22,500.00
2.09	PARALLEL WINGWALL "D"	LS	1	$ 25,418.00	$ 25,418.00	$ 33,370.17	$ 33,370.17	$ 22,500.00	$ 22,500.00
2.10	MODULAR CONCRETE RETAINING WALL "2"	LS	1	$ 31,619.00	$ 31,619.00	$ 44,850.00	$ 44,850.00	$ 49,000.00	$ 49,000.00
2.11	MODULAR CONCRETE RETAINING WALL "3"	LS	1	$ 31,619.00	$ 31,619.00	$ 44,850.00	$ 44,850.00	$ 49,000.00	$ 49,000.00
2.12	MODULAR CONCRETE RETAINING WALL "4"	LS	1	$ 45,409.00	$ 45,409.00	$ 92,543.95	$ 92,543.95	$ 77,000.00	$ 77,000.00
2.13	MODULAR CONCRETE RETAINING WALL "5"	LS	1	$ 59,845.00	$ 59,845.00	$ 92,543.95	$ 92,543.95	$ 77,000.00	$ 77,000.00
2.14	TRAFFIC AND PEDESTRIAN COMBINATION RAIL (TYPE C223)	LF	70	$ 409.46	$ 28,662.20	$ 485.14	$ 33,959.80	$ 2,250.00	$ 157,500.00
2.15	8-INCH LIME STABILIZED SUBGRADE	SY	1,850	$ 26.01	$ 48,118.50	$ 10.00	$ 18,500.00	$ 18.00	$ 33,300.00
2.16	HYDRATED LIME	TON	40	$ 964.15	$ 38,566.00	$ 393.75	$ 15,750.00	$ 450.00	$ 18,000.00
2.17	FLEXIBLE BASE (TXDOT TYPE A, GRADE 1-2)	CY	100	$ 57.53	$ 5,753.00	$ 117.50	$ 11,750.00	$ 65.00	$ 6,500.00
2.18	8-INCH REINFORCED CONCRETE PAVEMENT	SY	1,850	$ 87.69	$ 162,226.50	$ 92.46	$ 171,051.00	$ 128.00	$ 236,800.00
2.19	6-INCH MONOLITHIC INTEGRAL CONCRETE CURB	LF	850	$ 21.60	$ 18,360.00	$ 6.90	$ 5,865.00	$ 45.00	$ 38,250.00
2.20	4-INCH CONCRETE SIDEWALK	SY	230	$ 123.58	$ 28,423.40	$ 90.85	$ 20,895.50	$ 75.00	$ 17,250.00
2.21	CURB RAMP (TXDOT TYPE 10)	EA	3	$ 2,422.67	$ 7,268.01	$ 1,966.50	$ 5,899.50	$ 11,500.00	$ 34,500.00
2.22	6-INCH CONCRETE DRIVEWAY (COMMERCIAL)	SY	140	$ 125.81	$ 17,613.40	$ 92.12	$ 12,896.80	$ 125.00	$ 17,500.00
2.23	6-INCH CONCRETE DRIVEWAY (RESIDENTIAL)	SY	35	$ 207.43	$ 7,260.05	$ 134.55	$ 4,709.25	$ 125.00	$ 4,375.00
2.24	PAVEMENT MARKINGS	LS	1	$ 7,862.00	$ 7,862.00	$ 4,600.00	$ 4,600.00	$ 13,500.00	$ 13,500.00
2.25	TRAFFIC SIGNS	EA	5	$ 242.00	$ 1,210.00	$ 661.25	$ 3,306.25	$ 1,300.00	$ 6,500.00
2.26	24-INCH THICK DRY ROCK RIPRAP, 18-INCH GRADATION WITH GRAVEL BASE AND FILTER FABRIC	SY	245	$ 141.66	$ 34,706.70	$ 159.31	$ 39,030.95	$ 85.00	$ 20,825.00
2.27	INLET (CURB) (10 FEET)	EA	2	$ 21,451.00	$ 42,902.00	$ 3,437.50	$ 6,875.00	$ 7,200.00	$ 14,400.00
2.28	SHEETING AND SHORING FOR BOX CULVERT	LF	94	$ 35.79	$ 3,364.26	$ 121.94	$ 11,462.36	$ 125.00	$ 11,750.00
BASE BID - BID SCHEDULE 2: CHANNEL/DRAINAGE/GRADING/ROADWAY IMPROVEMENTS			**SUBTOTAL**		**$ 879,062.20**		**$ 909,432.93**		**$ 1,173,750.00**
SCHEDULE 3:	**BID SCHEDULE 3: N. MESQUITE DR. BRIDGE AND STREET IMPROVEMENTS**								
3.01	REMOVE WATER PIPE	LF	95	$ 16.97	$ 1,612.15	$ 31.25	$ 2,968.75	$ 40.00	$ 3,800.00
3.02	REMOVE OR ABANDON WASTEWATER PIPE	LF	710	$ 9.79	$ 6,950.90	$ 18.55	$ 13,170.50	$ 55.00	$ 39,050.00
3.03	ABANDON WASTEWATER MANHOLE	EA	2	$ 3,220.50	$ 6,441.00	$ 2,562.50	$ 5,125.00	$ 5,000.00	$ 10,000.00
3.04	8-INCH WASTEWATER PVC (SDR 26) PIPE	LF	620	$ 104.06	$ 64,517.20	$ 223.07	$ 138,303.40	$ 75.00	$ 46,500.00
3.05	STEEL ENCASEMENT PIPE	LF	85	$ 188.82	$ 16,049.70	$ 170.66	$ 14,506.10	$ 275.00	$ 23,375.00
3.06	FURNISH AND INSTALL WASTEWATER LATERALS WITH CLEANOUT	EA	3	$ 2,485.00	$ 7,455.00	$ 2,685.00	$ 8,055.00	$ 1,250.00	$ 3,750.00
3.07	STANDARD 4 FEET DIA. WASTEWATER MANHOLE	EA	1	$ 10,880.00	$ 10,880.00	$ 16,411.25	$ 16,411.25	$ 9,500.00	$ 9,500.00
3.08	STANDARD 5 FEET DIA. WASTEWATER DOGHOUSE MANHOLE	EA	1	$ 16,600.00	$ 16,600.00	$ 10,881.25	$ 10,881.25	$ 13,500.00	$ 13,500.00
3.09	STANDARD 5 FEET DIA. WASTEWATER DROP MANHOLE	EA	2	$ 16,968.50	$ 33,937.00	$ 12,526.25	$ 25,052.50	$ 15,500.00	$ 31,000.00
3.10	8-INCH C-900 DR-18 PVC WATER PIPE	LF	95	$ 208.35	$ 19,793.25	$ 375.55	$ 35,677.25	$ 115.00	$ 10,925.00
3.11	8-INCH GATE VALVE	EA	1	$ 4,175.00	$ 4,175.00	$ 2,737.50	$ 2,737.50	$ 3,200.00	$ 3,200.00
3.12	GRADE BEAMS	LS	1	$ 13,692.00	$ 13,692.00	$ 18,800.00	$ 18,800.00	$ 8,500.00	$ 8,500.00
3.13	ADJUST WATER METER BOX OR VALVE BOX TO FINISHED GRADE	EA	1	$ 13,604.00	$ 13,604.00	$ 10,343.75	$ 10,343.75	$ 750.00	$ 750.00
3.14	TRENCH EXCAVATION PROTECTION	LF	715	$ 29.49	$ 21,085.35	$ 2.50	$ 1,787.50	$ 4.00	$ 2,860.00
BASE BID - BID SCHEDULE 3: WATER AND WASTEWATER IMPROVEMENTS			**SUBTOTAL**		**$ 236,792.55**		**$ 303,819.75**		**$ 206,710.00**
BID SCHEDULES (1, 2, & 3) CONSTRUCTION TOTAL					**$ 1,507,600.90**		**$ 1,580,359.13**		**$ 1,808,110.00**

Bid Tabulation
LAMBERTH ROAD DRAINAGE IMPROVEMENTS - PHASE 2
10/31/2025

ITEM NO.	ITEM DESCRIPTION	Unit	Quantity	J&L Construction LLC		Lynn Vessels Construction LLC		MX Construction Services Inc	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE 1:									
1.01	MOBILIZATION (MAXIMUM 5% OF BASE BID)	LS	1	$ 61,402.00	$ 61,402.00	$ 58,906.25	$ 58,906.25	$ 50,000.00	$ 50,000.00
1.02	CONTINGENCY	LS	1	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00
1.03	TRAFFIC CONTROL (TCP PREPARATION, BARRICADES, SIGNS, AND TRAFFIC HANDLING)	LS	1	$ 21,051.00	$ 21,051.00	$ 15,030.50	$ 15,030.50	$ 25,000.00	$ 25,000.00
1.04	PREPARING RIGHT OF WAY	LS	1	$ 4,295.00	$ 4,295.00	$ 51,375.00	$ 51,375.00	$ 32,000.00	$ 32,000.00
1.05	REMOVE TREE 6-INCH OR LARGER	EA	8	$ 1,350.50	$ 10,804.00	$ 1,771.00	$ 14,168.00	$ 4,000.00	$ 32,000.00
1.06	STABILIZED CONSTRUCTION ENTRANCE/EXIT (INSTALL/ MAINTAIN/ REMOVE)	EA	2	$ 2,877.00	$ 5,754.00	$ 2,000.00	$ 4,000.00	$ 750.00	$ 1,500.00
1.07	ROCK FILTER DAM (INSTALL/ MAINTAIN/ REMOVE)	LF	35	$ 66.49	$ 2,327.15	$ 125.00	$ 4,375.00	$ 350.00	$ 12,250.00
1.08	REMOVE AND DISPOSE OF GABION WALL	LF	70	$ 28.53	$ 1,997.10	$ 31.25	$ 2,187.50	$ 65.00	$ 4,550.00
1.09	REMOVE AND DISPOSE OF CONCRETE OR MASONRY WALL	LF	70	$ 76.37	$ 5,345.90	$ 92.86	$ 6,500.20	$ 65.00	$ 4,550.00
1.10	REMOVE PAVEMENT, CONCRETE RIPRAPS, SIDEWALKS AND FLATWORK	SY	2,400	$ 44.50	$ 106,800.00	$ 18.36	$ 44,064.00	$ 20.00	$ 48,000.00
1.11	REMOVE AND DISPOSE OF TRIPLE 36-INCH RCP CULVERT	LS	1	$ 6,246.00	$ 6,246.00	$ 6,375.00	$ 6,375.00	$ 6,000.00	$ 6,000.00
1.12	INLET PROTECTION (INSTALL/ MAINTAIN/ REMOVE)	EA	4	$ 3,291.00	$ 13,164.00	$ 187.50	$ 750.00	$ 450.00	$ 1,800.00
1.13	EXISTING UTILITY INVESTIGATION AND COORDINATION	EA	3	$ 818.00	$ 2,454.00	$ 3,125.00	$ 9,375.00	$ 20,000.00	$ 60,000.00
BASE BID - BID SCHEDULE 1: SITE PREPARATION, DEMOLITION AND PROJECT-WIDE			**SUBTOTAL**		**$ 391,746.15**		**$ 367,106.45**		**$ 427,650.00**
SCHEDULE 2:	**BID SCHEDULE 2: CHANNEL/DRAINAGE/WALLS/GRADING IMPROVEMENTS**								
2.01	EARTHWORK - CUT & FILL WITHIN SITE	CY	200	$ 18.41	$ 3,682.00	$ 31.25	$ 6,250.00	$ 10.00	$ 2,000.00
2.02	EARTHWORK - IMPORT OFFSITE FILL	CY	900	$ 5.37	$ 4,833.00	$ 40.00	$ 36,000.00	$ 45.00	$ 40,500.00
2.03	TOPSOIL (6-INCH)	SY	1,600	$ 14.38	$ 23,008.00	$ 5.70	$ 9,120.00	$ 15.00	$ 24,000.00
2.04	ESTABLISH GRASS BY BERMUDA BLOCK SODDING	SY	1,600	$ 11.22	$ 17,952.00	$ 9.38	$ 15,008.00	$ 13.00	$ 20,800.00
2.05	PVC-COATED GALVANIZED GABION BASKET WITH GEOTEXTILE FABRIC	CY	1	$ 1,227.00	$ 1,227.00	$ 812.50	$ 812.50	$ 2,500.00	$ 2,500.00
2.06	CONCRETE CHANNEL LINING	SY	100	$ 201.01	$ 20,101.00	$ 209.76	$ 20,976.00	$ 150.00	$ 15,000.00
2.07	8'X7' CONCRETE BOX CULVERT	LF	94	$ 1,454.97	$ 136,767.18	$ 1,204.12	$ 113,187.28	$ 1,500.00	$ 141,000.00
2.08	PARALLEL WINGWALL "C"	LS	1	$ 25,286.00	$ 25,286.00	$ 33,370.17	$ 33,370.17	$ 22,500.00	$ 22,500.00
2.09	PARALLEL WINGWALL "D"	LS	1	$ 25,418.00	$ 25,418.00	$ 33,370.17	$ 33,370.17	$ 22,500.00	$ 22,500.00
2.10	MODULAR CONCRETE RETAINING WALL "2"	LS	1	$ 31,619.00	$ 31,619.00	$ 44,850.00	$ 44,850.00	$ 49,000.00	$ 49,000.00
2.11	MODULAR CONCRETE RETAINING WALL "3"	LS	1	$ 31,619.00	$ 31,619.00	$ 44,850.00	$ 44,850.00	$ 49,000.00	$ 49,000.00
2.12	MODULAR CONCRETE RETAINING WALL "4"	LS	1	$ 45,409.00	$ 45,409.00	$ 92,543.95	$ 92,543.95	$ 77,000.00	$ 77,000.00
2.13	MODULAR CONCRETE RETAINING WALL "5"	LS	1	$ 59,845.00	$ 59,845.00	$ 92,543.95	$ 92,543.95	$ 77,000.00	$ 77,000.00
2.14	TRAFFIC AND PEDESTRIAN COMBINATION RAIL (TYPE C223)	LF	70	$ 409.46	$ 28,662.20	$ 485.14	$ 33,959.80	$ 2,250.00	$ 157,500.00
2.15	8-INCH LIME STABILIZED SUBGRADE	SY	1,850	$ 26.01	$ 48,118.50	$ 10.00	$ 18,500.00	$ 18.00	$ 33,300.00
2.16	HYDRATED LIME	TON	40	$ 964.15	$ 38,566.00	$ 393.75	$ 15,750.00	$ 450.00	$ 18,000.00
2.17	FLEXIBLE BASE (TXDOT TYPE A, GRADE 1-2)	CY	100	$ 57.53	$ 5,753.00	$ 117.50	$ 11,750.00	$ 65.00	$ 6,500.00
2.18	8-INCH REINFORCED CONCRETE PAVEMENT	SY	1,850	$ 87.69	$ 162,226.50	$ 92.46	$ 171,051.00	$ 128.00	$ 236,800.00
2.19	6-INCH MONOLITHIC INTEGRAL CONCRETE CURB	LF	850	$ 21.60	$ 18,360.00	$ 6.90	$ 5,865.00	$ 45.00	$ 38,250.00
2.20	4-INCH CONCRETE SIDEWALK	SY	230	$ 123.58	$ 28,423.40	$ 90.85	$ 20,895.50	$ 75.00	$ 17,250.00
2.21	CURB RAMP (TXDOT TYPE 10)	EA	3	$ 2,422.67	$ 7,268.01	$ 1,966.50	$ 5,899.50	$ 11,500.00	$ 34,500.00
2.22	6-INCH CONCRETE DRIVEWAY (COMMERCIAL)	SY	140	$ 125.81	$ 17,613.40	$ 92.12	$ 12,896.80	$ 125.00	$ 17,500.00
2.23	6-INCH CONCRETE DRIVEWAY (RESIDENTIAL)	SY	35	$ 207.43	$ 7,260.05	$ 134.55	$ 4,709.25	$ 125.00	$ 4,375.00
2.24	PAVEMENT MARKINGS	LS	1	$ 7,862.00	$ 7,862.00	$ 4,600.00	$ 4,600.00	$ 13,500.00	$ 13,500.00
2.25	TRAFFIC SIGNS	EA	5	$ 242.00	$ 1,210.00	$ 661.25	$ 3,306.25	$ 1,300.00	$ 6,500.00
2.26	24-INCH THICK DRY ROCK RIPRAP, 18-INCH GRADATION WITH GRAVEL BASE AND FILTER FABRIC	SY	245	$ 141.66	$ 34,706.70	$ 159.31	$ 39,030.95	$ 85.00	$ 20,825.00
2.27	INLET (CURB) (10 FEET)	EA	2	$ 21,451.00	$ 42,902.00	$ 3,437.50	$ 6,875.00	$ 7,200.00	$ 14,400.00
2.28	SHEETING AND SHORING FOR BOX CULVERT	LF	94	$ 35.79	$ 3,364.26	$ 121.94	$ 11,462.36	$ 125.00	$ 11,750.00
BASE BID - BID SCHEDULE 2: CHANNEL/DRAINAGE/GRADING/ROADWAY IMPROVEMENTS			**SUBTOTAL**		**$ 879,062.20**		**$ 909,432.93**		**$ 1,173,750.00**
SCHEDULE 3:	**BID SCHEDULE 3: N. MESQUITE DR. BRIDGE AND STREET IMPROVEMENTS**								
3.01	REMOVE WATER PIPE	LF	95	$ 16.97	$ 1,612.15	$ 31.25	$ 2,968.75	$ 40.00	$ 3,800.00
3.02	REMOVE OR ABANDON WASTEWATER PIPE	LF	710	$ 9.79	$ 6,950.90	$ 18.55	$ 13,170.50	$ 55.00	$ 39,050.00
3.03	ABANDON WASTEWATER MANHOLE	EA	2	$ 3,220.50	$ 6,441.00	$ 2,562.50	$ 5,125.00	$ 5,000.00	$ 10,000.00
3.04	8-INCH WASTEWATER PVC (SDR 26) PIPE	LF	620	$ 104.06	$ 64,517.20	$ 223.07	$ 138,303.40	$ 75.00	$ 46,500.00
3.05	STEEL ENCASEMENT PIPE	LF	85	$ 188.82	$ 16,049.70	$ 170.66	$ 14,506.10	$ 275.00	$ 23,375.00
3.06	FURNISH AND INSTALL WASTEWATER LATERALS WITH CLEANOUT	EA	3	$ 2,485.00	$ 7,455.00	$ 2,685.00	$ 8,055.00	$ 1,250.00	$ 3,750.00
3.07	STANDARD 4 FEET DIA. WASTEWATER MANHOLE	EA	1	$ 10,880.00	$ 10,880.00	$ 16,411.25	$ 16,411.25	$ 9,500.00	$ 9,500.00
3.08	STANDARD 5 FEET DIA. WASTEWATER DOGHOUSE MANHOLE	EA	1	$ 16,600.00	$ 16,600.00	$ 10,881.25	$ 10,881.25	$ 13,500.00	$ 13,500.00
3.09	STANDARD 5 FEET DIA. WASTEWATER DROP MANHOLE	EA	2	$ 16,968.50	$ 33,937.00	$ 12,526.25	$ 25,052.50	$ 15,500.00	$ 31,000.00
3.10	8-INCH C-900 DR-18 PVC WATER PIPE	LF	95	$ 208.35	$ 19,793.25	$ 375.55	$ 35,677.25	$ 115.00	$ 10,925.00
3.11	8-INCH GATE VALVE	EA	1	$ 4,175.00	$ 4,175.00	$ 2,737.50	$ 2,737.50	$ 3,200.00	$ 3,200.00
3.12	GRADE BEAMS	LS	1	$ 13,692.00	$ 13,692.00	$ 18,800.00	$ 18,800.00	$ 8,500.00	$ 8,500.00
3.13	ADJUST WATER METER BOX OR VALVE BOX TO FINISHED GRADE	EA	1	$ 13,604.00	$ 13,604.00	$ 10,343.75	$ 10,343.75	$ 750.00	$ 750.00
3.14	TRENCH EXCAVATION PROTECTION	LF	715	$ 29.49	$ 21,085.35	$ 2.50	$ 1,787.50	$ 4.00	$ 2,860.00
BASE BID - BID SCHEDULE 3: WATER AND WASTEWATER IMPROVEMENTS			**SUBTOTAL**		**$ 236,792.55**		**$ 303,819.75**		**$ 206,710.00**
BID SCHEDULES (1, 2, & 3) CONSTRUCTION TOTAL					**$ 1,507,600.90**		**$ 1,580,359.13**		**$ 1,808,110.00**

Lamberth Road Drainage Improvements - Phase 2 Cornerstone Dr to US Highway 75 - Proposal Evaluation by Base Bid

	Weighted Score										
Selection Criteria	Apple Pavement Services LLC	SYB Construction Co Inc	Quality Excavation, LLC	C & J Contractors, LLC	Vessels Construction	MX Construction Services, Inc	Lynn Vessels Construction, LLC	Iron T Construction, Inc	J & L Construction LLC		
Price Score	**44.0**	**34.3**	**40.8**	**36.5**	**45.0**	**34.1**	**39.0**	**37.7**	**40.9**		**45**
Contractor Qualifications Score	**10.0**	**20.0**	**20.0**	**10.0**	**16.0**	**19.0**	**9.0**	**13.0**	**14.0**		**20**
Safety Record Questionnaire Score	**10.0**	**10.0**	**10.0**	**0.0**	**10.0**	**10.0**	**0.0**	**0.0**	**10.0**		**10**
Construction Time Score	**6.9**	**20.4**	**12.1**	**25.0**	**12.1**	**14.0**	**11.1**	**10.2**	**9.5**		**25**
Total Weighted Score	**70.9**	**84.8**	**82.8**	**71.5**	**83.1**	**77.1**	**59.0**	**60.9**	**74.3**		**100**
Project Rank											

	Individual Prices and Construction Times									
	Apple Pavement Services LLC	SYB Construction Co Inc	Quality Excavation, LLC	C & J Contractors, LLC	Vessels Construction	MX Construction Services, Inc	Lynn Vessels Construction, LLC	Iron T Construction, Inc	J & L Construction LLC	Engineer's Estimate
Price	$1,398,734.50	$1,794,778.56	$1,511,311.00	$1,685,615.00	$1,368,803.29	$1,808,110.00	$1,580,359.63	$1,633,010.00	$1,507,494.90	$1.5M to $1.75M
Substantial Completion	280	90	150	70	160	125	165	180	200	
Final Completion	300	105	180	90	170	160	195	210	220	

indicates low price or time

November 20, 2025
AVO 33985.002

Diego Mingura, PE
Civil Engineer
City of Sherman
317 S. Travis Street
Sherman, TX 75090

RE: Lamberth Road Drainage Improvements (CIP #3045) – Bid Number 2025-27

Dear Mr. Mingura,

Bids for the referenced project were received and opened publicly on Friday, October 31, 2025. A total of nine (9) bids were received. Below is a summary of the bids:

Organization	Total Bid Amount	Substantial Completion (Days)	Final Completion (Days)
Apple Pavement Services LLC	$1,398,734.50	280	300
C & J Contractors, LLC	$1,685,615.00	70	90
Iron T Construction, Inc	$1,633,010.00	180	210
J & L Construction LLC	$1,507,494.90	200	220
Lynn Vessels Construction, LLC	$1,580,359.63	165	195
MX Construction Services, Inc	$1,808,110.00	125	160
Quality Excavation, LLC	$1,511,311.00	150	180
SYB Construction Co. Inc.	$1,794,778.56	90	105
Vessels Construction	$1,368,803.29	160	170

The total engineer's opinion of probable construction cost was $1,677,000.00. Each submission was evaluated by the City of Sherman using the weighted selection criteria stated in the Instructions to Respondents, also shown below:

- Price – 45 Points
- Contractor Qualifications – 20 Points
- Safety Record Questionnaire – 10 Points
- Construction Time – 25 Points

HALFF ASSOCIATES, INC.
1201 NORTH BOWSER ROAD
RICHARDSON, TX 75081-2275
TEL (214) 346-6200
FAX (214) 739-0095
WWW.HALFF.COM

SYB Construction Co. Inc. received the highest total weighted score of 84.8 based on the selection criteria. Based on the City's evaluation, Halff recommends that the City proceed with contract award to SYB Construction Co. Inc. in the amount of $1,794,778.56 for the base bid.

Sincerely,

HALFF ASSOCIATES, INC.

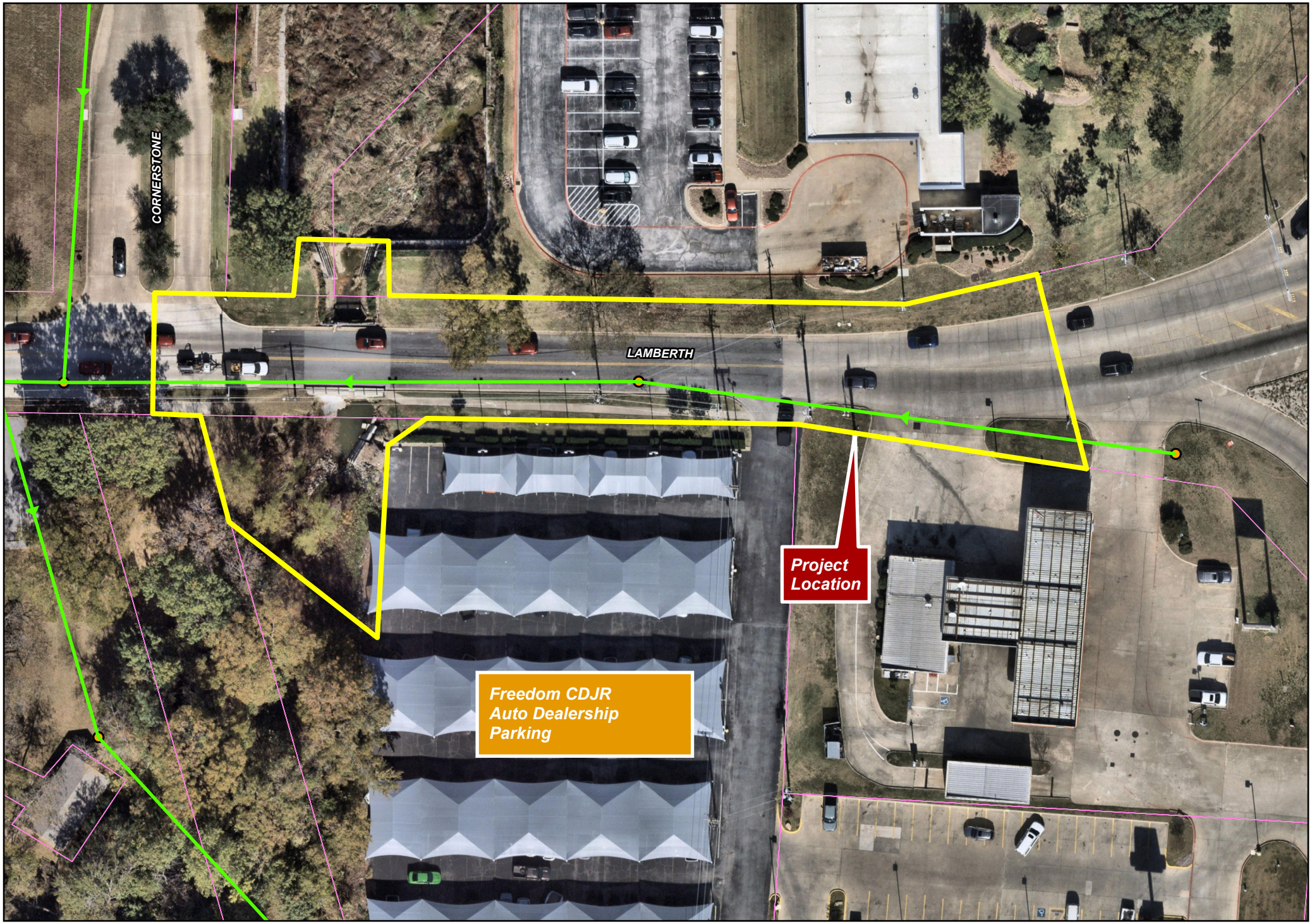
Brandon Tanksley, PE

HALFF ASSOCIATES, INC.

1201 NORTH BOWSER ROAD
RICHARDSON, TX 75081-2275

TEL (214) 346-6200
FAX (214) 739-0095

WWW.HALFF.COM



Sherman Development Engineering Group

Lamberth Rd Drainage Improvements PH 2

1" = 60'

NORTH

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.3.

Meeting Date: 12/1/2025

Prepared By: Jim Cross, Water Systems Manager

Approved By: Zachary Flores, City Manager

Caption:

**** RESOLUTION NO. 7603***

Authorizing Execution of a Contract Between Tex-Oma Builders Supply Co. and the Greater Texoma Utility Authority Based on Procurement Through TIPS Cooperative Purchasing for the La Cima Door Project

Issue:

To consider authorizing a contract between Tex-Oma Builders Supply Co. of Denison, Texas, and the Greater Texoma Utility Authority for the La Cima Door Project.

Background:

The construction of the Water Treatment Plant was completed in 1993. There are seven sections and/or buildings with over 40 exterior doors. An assessment was performed, and 39 exterior doors were identified as having structural issues, including severe corrosion damage to the metal doors and frames due to years of chemical and weather exposure. Replacing the existing metal doors and frames with chemical-resistant fiberglass doors and aluminum frames will add to the life of the facilities, improve environmental controls inside the structures and improve safety and security for the employees and equipment.

Capital Improvement Program:

23-067

Origination:

Engineering Department

Financial Consideration:

The cost of the project is $293,702. Funding will be provided through GTUA Open Market Bonds.

Staff Recommendation:

It is recommended that the Greater Texoma Utility Authority (GTUA) be authorized to execute the required contract documents for the La Cima Door Project.

Alternatives:

As may be directed by City Council.

Attachments:

1. Resolution No. 7603

2. Contractor Signed - AGREEMENT 20251121
3. 207893 La Cima Bid TIP#240501 Proposal
4. TIPS

RESOLUTION NO. 7603

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT BETWEEN TEX-OMA BUILDERS SUPPLY CO. AND THE GREATER TEXOMA UTILITY AUTHORITY BASED ON PROCUREMENT THROUGH TIPS COOPERATIVE PURCHASING FOR THE LA CIMA DOOR PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City of Sherman hereby approves the contract between Tex-Oma Builders Supply Co. of Denison, Texas and the Greater Texoma Utility Authority for the La Cima Door Project, through the TIPS Cooperative Purchasing Estimate #207893 in the amount of Two Hundred Ninety-Three Thousand Seven Hundred Two Dollars and Zero Cents ($293,702.00) for the La Cima Door Project; subject to all Contract Documents being properly completed and approved as to form and content.

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 1st day of December 2025.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____
TERI FINE, CITY CLERK **SHAWN TEAMANN, MAYOR**

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

AGREEMENT

THIS AGREEMENT is by and between the GREATER TEXOMA UTILITY AUTHORITY ("GTUA") on behalf of the City of Sherman, and Tex-Oma Builders Supply Co., a corporation (the "CONTRACTOR"). GTUA and CONTRACTOR are sometimes referred to collectively as the "parties" or individually as a "party."

GTUA and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Article 1. **WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Contract Documents (collectively, the "Work"). The Work is generally described as follows:

La Cima Door Project

Article 2. **CITY OF SHERMAN**

The Project has been designed by the City of Sherman who is hereinafter called "City" and who is to act as GTUA'S representative, assume all duties and responsibilities and have the rights and authority assigned to GTUA in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. **CONTRACT TIME**

3.1 The Work must be 100% completed and ready for final payment within 150 calendar days from the date when the Contract Time commences to run, as provided in the General Conditions.

3.2 Liquidated Damages. GTUA and CONTRACTOR recognize that time is of the essence of this Agreement and that GTUA will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by GTUA if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, GTUA and CONTRACTOR agree that CONTRACTOR shall pay GTUA $ 70.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by GTUA as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein.

Article 4. **CONTRACT PRICE**

GTUA shall pay CONTRACTOR at 100% completion and GTUA approval of the Work in accordance with the Contract Documents in current funds as follows:

At the price shown on the BID PROPOSAL included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

CONTRACTOR shall submit a Final Invoice in accordance with the General Conditions. Payment will be processed by GTUA, as provided in the Special Provisions.

CONTRACTOR and GTUA acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of GTUA, which fiscal year ends on September 30th of each year, shall be subject to GTUA Board approval. In the event that the GTUA Board does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that GTUA shall be obligated to pay monies owed CONTRACTOR for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that CONTRACTOR is not in breach of this Agreement.

Article 6. **INTEREST**

If the contract amount of this Agreement is less than $5,000,000, no interest will be paid to the CONTRACTOR on retained money. When the contract amount exceeds $5,000,000, no interest will be paid unless required by law.

Article 7. **CONTRACTOR'S REPRESENTATIONS**

In order to induce GTUA to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has given GTUA written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by GTUA is acceptable to CONTRACTOR.

7.3 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Provisions.

7.4 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

The “Contract Documents,” which comprise the entire agreement between GTUA and CONTRACTOR concerning the Work, consist of the following:

8.1 This Agreement
8.2 Certifications Required by Texas Law
8.3 Suspension and Debarment Certification
8.4 Request for Quotation
8.5 Bid Proposal
8.6 Agenda Item
8.7 Form 1295, Certificate of Interested Parties
8.8 Certificate of Insurance
8.9 Performance Bond and POA
8.10 Payment Bond and POA
8.11 Notice to Proceed
8.12 Maintenance Bond and POA
8.13 Closeout Documents
8.14 Davis Bacon Wage Determinations
8.15 Special Provisions (if available)
8.16 Technical Specification if prepared or issued by the City of Sherman dated _____.
8.17 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by GTUA ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the GTUA General Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the GTUA's authorization for the GTUA Manager to execute said Change Order. CONTRACTOR agrees that GTUA'S project managers are authorized to issue Contingency Allowance Authorization but GTUA'S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented, as outlined in this Agreement.

Article 9. **INDEMNITY**

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GTUA, THE CITY OF SHERMAN AND THEIR RESPECTIVE BOARD OR CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "GTUA" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES,

SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF GTUA (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST GTUA BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, GTUA SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY GTUA, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY GTUA IN WRITING. GTUA RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, GTUA IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY GTUA IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND GTUA OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY GTUA PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN GTUA-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF GTUA'S WRITTEN NOTICE THAT GTUA IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, GTUA SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY GTUA.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Article 10. **LIABILITY**

To the fullest extent permitted by law, CONTRACTOR shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of CONTRACTOR under this Agreement, and for any and all damage to CONTRACTOR's equipment and other property. GTUA and the City of Sherman assume no such responsibility or liability. GTUA and the City of Sherman shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

Article 11. **TERMINATION**

GTUA or the City of Sherman is entitled to terminate this Agreement at any time for any reason or for no reason by giving CONTRACTOR at least thirty (30) days' prior written notice of the termination date.

GTUA or the City of Sherman is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement, CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of the Contract Documents, then GTUA or the City of Sherman shall have the right to terminate this Agreement. Any such act by GTUA or the City of Sherman shall not be deemed a waiver of any other right or remedy of GTUA or the City of Sherman.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Article 12. **MISCELLANEOUS**

12.1 Terms used in the Agreement will have the meanings indicated in the Special Provisions.

12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.

12.4 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

12.5 The parties acknowledge and agree that, in executing and performing this Agreement, GTUA 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 or the City of Sherman 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.

12.6 In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between GTUA and CONTRACTOR, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

12.8 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.

12.9 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.

12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of GTUA; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between GTUA and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between GTUA and CONTRACTOR.

12.11 GTUA and CONTRACTOR agree the City of Sherman is an intended third-party beneficiary of CONTRACTOR's obligations under the Contract Documents and shall be entitled to enforce such obligations as if it were a party hereto and may seek and obtain any and all available remedies against CONTRACTOR in the event CONTRACTOR breaches any term or provision of the Contract Documents, it being the intent of GTUA and CONTRACTOR to confer direct benefits on the City of Sherman under the Contract Documents. In addition, GTUA and CONTRACTOR agree that the City of Sherman is entitled to exercise all rights of GTUA under the Contract Documents.

12.12 This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

12.13 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

12.14 GTUA and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

12.15 GTUA and CONTRACTOR agree the City of Sherman is an intended third-party beneficiary of CONTRACTOR's obligations under the Contract Documents and shall be entitled to enforce such obligations as if it were a party hereto and may seek and obtain any and all available remedies against CONTRACTOR in the event CONTRACTOR breaches any term or provision of the Contract Documents, it being the intent of GTUA and CONTRACTOR to confer direct benefits on the City of Sherman under the Contract Documents. In addition, GTUA and CONTRACTOR agree that the City of Sherman is entitled to exercise all rights of GTUA under the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, GTUA and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to GTUA and CONTRACTOR. All portions of the Contract Documents have been signed or identified by GTUA and CONTRACTOR. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement (the "Effective Date").

GTUA:	CONTRACTOR: Tex-Oma Builders Supply Co.
_____	_____
By: _____	By: _____
Date: _____	Date: 11-21-2025
	(Corporate Seal)
Attest: _____	Attest: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____

Bid Proposal
207893
TIPS#240501

Tex-Oma Builders Supply Co. - Denison

3365 Juanita Dr., Bldg. 1, Denison, TX 75020
Tel: 903-462-0208 Fax: 903-337-1611

Project Name	City of Sherman - La Cima
Location	243 La Cima RD Sherman, TX

City Of Sherman
Accounts Payable
P. O. Box 1106
Sherman, TX 75091-1106
Tel: (903) 892-7215 Fax: (903) 891-0255

Bid Date	Oct 29, 2025
Drawing Date	
Addenda	

Section

08 11 13 Hollow Metal Doors & Frames
08 12 16 Aluminum Frames
08 16 13 Fiberglass Doors
08 71 00 Door Hardware
08 74 00 Access Control Hardware
Install Doors Frames Hardware
Installation
Key Shop Labor

Tax Code	Tax Description	Tax Amount
122	TX EXEMPT	0.00
	Tax Total:	0.00
	Bid Total:	293,702.00

CLARIFICATIONS:
Bid Is for Materials, Frame, and Doors. This Bid includes installation.

Terms: Net 30 days ; No discount allowed. The full amount due hereunder is payable on demand at the office of Tex-Oma Builders Supply Co., Wichita Falls, TX.
This quotation is valid for only 30 days. An escalation charge of 3 % three percent per quarter will apply after 30 days from quotation date. Your purchase order
or signed acceptance of this proposal is necessary before any material can be ordered or shipped. Standard lead time for materials varies by product and will not
begin until approved submittals are received at our office.

Door Frame Submittal

207893 - City of Sherman - La Cima

Opening									Door										Frame											
																ELEV										ELEV				
OPEN NO.	LOCATION	QTY	OPEN SIZE	SGL/PR	HAND	LABEL	HEADING	HDW SET	MFG	ARCH	TYPE	THICK	SERIES	MATL	CORE	GAUGE	CODE	PAGE	NOTES	MFG	ARCH	TYPE	MATL	SERIES	PROF	GAUGE	JAMB	DEPTH	CODE	PAGE	ANCHOR	NOTES
A100		1	3070	S				A100	SPEC			1 3/4	SL-20	FRP	1/4"GL					**											
A109		1	3070	S				A109	SPEC			1 3/4	SL-20	FRP	1/4"GL					**											
A112		1	38710	S				A112	SPEC			1 3/4	SL-20	FRP						**											
C100		1	3070	S				C100	SPEC			1 3/4	SL-20	FRP	1/4"GL					**											
A113		1	3070	S				A113	SPEC			1 3/4	SL-20	FRP	1/4"GL					SPEC			ALUM	SL-450	BLACK			478			
B113		1	3070	S				B113	SPEC			1 3/4	SL-20	FRP	1/4"GL					**											
A119		1	3070	S				A119	SPEC			1 3/4	SL-20	FRP	1/4"GL					**											
A114		1	3070	S				A114	SPEC			1 3/4	SL-20	FRP	1/4"GL					SPEC			ALUM	SL-450	BLACK			478			
B114		1	3070	S				B114	SPEC			1 3/4	SL-20	FRP	1/4"GL					SPEC			ALUM	SL-450	BLACK			478			
C114		1	3070	S				C114	SPEC			1 3/4	SL-20	FRP	1/4"GL					SPEC			ALUM	SL-450	BLACK			478			
A115		1	3070	S				A115	SPEC			1 3/4	SL-20	FRP	1/4"GL					SPEC			ALUM	SL-450	BLACK			478			
A118		1	3070	S				A118	SPEC			1 3/4	SL-20	FRP	1/4"GL					SPEC			ALUM	SL-450	BLACK			478			
B118		1	99.875"164.5"	P				B118	SPEC			1 3/4	SL-20	FRP	1/4"GL					**											
B116		1	3070	S				B116	SPEC			1 3/4	SL-20	FRP	1/4"GL					SPEC			ALUM	SL-450	BLACK			478			
A116		1	3070	S				A116	SPEC			1 3/4	SL-20	FRP	1/4"GL					SPEC			ALUM	SL-450	BLACK			478			
A117		1	3070	S				A117	SPEC			1 3/4	SL-20	FRP	1/4"GL					SPEC			ALUM	SL-450	BLACK			478			
B117		1	6070	P				B117	SPEC			1 3/4	SL-20	FRP	1/4"GL					SPEC			ALUM	SL-450	BLACK			478			
A121		1	3070	S				A121	SPEC			1 3/4	SL-20	FRP	1/4"GL					**											
B120		1	58710	P				B120	SPEC			1 3/4	SL-20	FRP						**											
A120		1	3070	S				A120	SPEC			1 3/4	SL-20	FRP	1/4"GL					**											
A124		1	3070	S				A124	SPEC			1 3/4	SL-20	FRP	1/4"GL					**											
B124		1	58710	P				B124	SPEC			1 3/4	SL-20	FRP	1/4"GL					**											
B123		1	58710	P				B123	SPEC			1 3/4	SL-20	FRP	1/4"GL					**											
A123		1	3070	S				A123	SPEC			1 3/4	SL-20	FRP						**											
A122		1	3070	S				A122	SPEC			1 3/4	SL-20	FRP	1/4"GL					**											
B119		1	3070	S				B119	SPEC			1 3/4	SL-20	FRP	1/4"GL					**											
A131		1	6470	P				A131	SPEC			1 3/4	SL-20	FRP	1/4"GL					SPEC			ALUM	SL-240	BLACK			478			
A130		1	3070	S				A130	SPEC			1 3/4	SL-20	FRP	1/4"GL					SPEC			ALUM	SL-240	BLACK			478			
C129		1	3070	S				C129	SPEC			1 3/4	SL-20	FRP	1/4"GL					SPEC			ALUM	SL-240	BLACK			478			
A126		1	64710	P				A126	SPEC			1 3/4	SL-20	FRP	1/4"GL					SPEC			ALUM	SL-240	BLACK			478			
D131		1	3470	S				D131	SPEC			1 3/4	SL-20	FRP	1/4"GL					SPEC			ALUM	SL-450	BLACK			478			
B131		1	3070	S				B131	SPEC			1 3/4	SL-20	FRP	1/4"GL					SPEC			ALUM	SL-240	BLACK			478			
MS		1	3070	S				MS	SPEC			1 3/4	SL-20	FRP						CD			A60	SU		18	534			7000019 EO/SF6	
MN		1	3070	S				MN	SPEC			1 3/4	SL-20	FRP						CD			A60	SU		18	534			7000019 EO/SF6	
ME		1	6070	P				ME	SPEC			1 3/4	SL-20	FRP						CD			A60	DU		18	734				
100101A		1	3070	S				100101A	**											**											
100101C		1	3070	S				100101C	**											**											

Door Frame Submittal

Opening									Door									Frame										
																ELEV									ELEV			
OPEN NO.	LOCATION	QTY	OPEN SIZE	SGL/PR	HAND	LABEL	HEADING	HDW SET	MFG	ARCH	TYPE	THICK	SERIES	MATL	CORE	GAUGE	CODE	PAGE	NOTES	MFG	ARCH	TYPE	MATL	SERIES	PROF	GAUGE	JAMB	DEPTH	CODE	PAGE	ANCHOR	NOTES
100104A		1	3070	S				100104A	**											**											
D119		1	3070	S				D119	SPEC			1 3/4	SL-20	FRP	1/4"GL					**											

Set #100101A - 100101A

Doors: 100101A

3	Hinges	5BB1 4 1/2 x 4 1/2 TW8	630	IV
1	Exit Device Trim	996L-NL-R&V	626	VO
1	LFIC Core	1210 PARA KWY	626	YA
1	Housing Assembly	1212 6 PIN	626	YA
1	Wire Harness	CON-12		SC
1	Wire Harness	CON-192		SC
1	Motorized Latch Retraction Kit	MLRK1-VD		MIHW

Set #100101C - 100101C

Doors: 100101C

3	Hinges	5BB1 4 1/2 x 4 1/2 TW8	630	IV
1	Exit Device Trim	996L-NL-R&V	626	VO
1	LFIC Core	1210 PARA KWY	626	YA
1	Housing Assembly	1212 6 PIN	626	YA
1	Wire Harness	CON-12		SC
1	Wire Harness	CON-192		SC
1	Motorized Latch Retraction Kit	MLRK1-VD		MIHW

Set #100104A - 100104A

Doors: 100104A

3	Hinges	5BB1 4 1/2 x 4 1/2 TW8	630	IV
1	Exit Device Trim	996L-NL-R&V	626	VO
1	LFIC Core	1210 PARA KWY	626	YA
1	Housing Assembly	1212 6 PIN	626	YA
1	Wire Harness	CON-12		SC
1	Wire Harness	CON-192		SC
1	Motorized Latch Retraction Kit	MLRK1-VD		MIHW

Set #A100 - Front Entrance A100

Doors: A100

1	Continuous Hinge	CFM 83 HD1 SER8		PE
1	Weatherstrip	306 AV 1 x 36" 2 x 84" TKSP8		PE
1	Threshold	171 A 36" Tapcon Screws		PE
1	Door Bottom Sweep	57 AV 36" TKSP8		PE
1	Exit Device	7100 MELR	630	YA
1	LFIC Core	1210	626	YA
1	Housing Assembly	1212 6 PIN	626	YA
1	Offset Door Pull	VRT26 CFC	US32D	RO
1	Closer	CPS7500 SRI	689	NO
1	Wiring Harness	QC-C1500		MC
1	Wiring Harness	QC-C012		MC

Set #A109 - A109

Doors: A109

Set #A109 - A109

1	Continuous Hinge	CFM 83 HD1 SER8		PE
1	Exit Device	7100 MELR	630	YA
1	LFIC Core	1210	626	YA
1	Housing Assembly	1212 6 PIN	626	YA
1	Offset Door Pull	VRT26 CFC	US32D	RO
1	Closer	CPS7500 SRI	689	NO
1	Wiring Harness	QC-C1500		MC
1	Wiring Harness	QC-C012		MC
1	Weatherstrip	306 AV 1 x 36" 2 x 84" TKSP8		PE
1	Door Bottom Sweep	57 AV 36"		PE
1	Threshold	157 A 36"		PE

Set #A112 - A112

Doors: A112

1	Continuous Hinge	CFM 95 HD1 CUSTOM LENGTH		PE
1	Exit Device	7100	630	YA
1	LFIC Core	1210 PARA KWY	626	YA
1	Housing Assembly	1212 6 PIN	626	YA
1	Offset Door Pull	VRT26 CFC	US32D	RO
1	Closer	CPS7500 SRI	689	NO
1	Weatherstrip	306 AV 1 x 48" 2 x 94"		PE
1	Door Bottom Sweep	57 AV 48"		PE
1	Threshold	157 A 48"		PE

Set #A113 - A113

Doors: A113

1	Continuous Hinge	CFM 83 HD1		PE
1	Lockset	AU 4705LN ICLC	626	YA
1	LFIC Core	1210 PARA KWY	626	YA
1	Closer	CPS7500 SRI	689	NO
1	Weatherstrip	306 AV 1 x 36" 2 x 84" TKSP8		PE
1	Door Bottom Sweep	57 AV 36" TKSP8		PE
1	Threshold	171 A 36" Tapcon Screws		PE

Set #A114 - A114

Doors: A114

1	Continuous Hinge	CFM 83 HD1		PE
1	Exit Device	7100	630	YA
1	LFIC Core	1210 PARA KWY	626	YA
1	Housing Assembly	1212 6 PIN	626	YA
1	Offset Door Pull	VRT26 CFC	US32D	RO
1	Closer	CPS7500 SRI	689	NO
1	Weatherstrip	306 AV 1 x 36" 2 x 84" TKSP8		PE
1	Door Bottom Sweep	57 AV 36" TKSP8		PE
1	Threshold	171 A 36" Tapcon Screws		PE

Set #A115 - A115

Doors: A115

Set #A115 - A115

1	Continuous Hinge	CFM 83 HD1 SER8		PE
1	Exit Device	7100 MELR	630	YA
1	LFIC Core	1210 PARA KWY	626	YA
1	Housing Assembly	1212 6 PIN	626	YA
1	Offset Door Pull	VRT26 CFC	US32D	RO
1	Closer	CPS7500 SRI	689	NO
1	Wiring Harness	QC-C1500		MC
1	Wiring Harness	QC-C012		MC
1	Misc	CONDUIT		MIHW
1	Weatherstrip	306 AV 1 x 36" 2 x 84" TKSP8		PE
1	Door Bottom Sweep	57 AV 36" TKSP8		PE
1	Threshold	171 A 36" Tapcon Screws		PE

Set #A116 - A116

Doors: A116

1	Continuous Hinge	CFM 83 HD1 SER8		PE
1	Exit Device	7100 MELR	630	YA
1	LFIC Core	1210 PARA KWY	626	YA
1	Housing Assembly	1212 6 PIN	626	YA
1	Offset Door Pull	VRT26 CFC	US32D	RO
1	Closer	CPS7500 SRI	689	NO
1	Wiring Harness	QC-C1500		MC
1	Wiring Harness	QC-C012		MC
1	Misc	CONDUIT		MIHW
1	Weatherstrip	306 AV 1 x 36" 2 x 84" TKSP8		PE
1	Door Bottom Sweep	57 AV 36" TKSP8		PE
1	Threshold	171 A 36" Tapcon Screws		PE

Set #A117 - A117

Doors: A117

1	Continuous Hinge	CFM 83 HD1 SER8		PE
1	Exit Device	7100 MELR	630	YA
1	LFIC Core	1210 PARA KWY	626	YA
1	Housing Assembly	1212 6 PIN	626	YA
1	Offset Door Pull	VRT26 CFC	US32D	RO
1	Closer	CPS7500 SRI	689	NO
1	Wiring Harness	QC-C1500		MC
1	Wiring Harness	QC-C012		MC
1	Misc	CONDUIT		MIHW
1	Weatherstrip	306 AV 1 x 36" 2 x 84" TKSP8		PE
1	Door Bottom Sweep	57 AV 36" TKSP8		PE
1	Threshold	171 A 36" Tapcon Screws		PE

Set #A118 - A118

Doors: A118

Set #A118 - A118

1	Continuous Hinge	CFM 83 HD1 SER8		PE
1	Exit Device	7100 MELR	630	YA
1	LFIC Core	1210 PARA KWY	626	YA
1	Housing Assembly	1212 6 PIN	626	YA
1	Offset Door Pull	VRT26 CFC	US32D	RO
1	Closer	CPS7500 SRI	689	NO
1	Wiring Harness	QC-C1500		MC
1	Wiring Harness	QC-C012		MC
1	Misc	CONDUIT		MIHW
1	Weatherstrip	306 AV 1 x 36" 2 x 84" TKSP8		PE
1	Door Bottom Sweep	57 AV 36" TKSP8		PE
1	Threshold	171 A 36" Tapcon Screws		PE

Set #A119 - A119

Doors: A119

1	Continuous Hinge	CFM 83 HD1		PE
1	Lockset	AU 4704LN ICLC	626	YA
1	LFIC Core	1210 PARA KWY	626	YA
1	Closer	CPS7500 SRI	689	NO
1	Weatherstrip	306 AV 1 x 36" 2 x 84" TKSP8		PE
1	Door Bottom Sweep	57 AV 36" TKSP8		PE
1	Threshold	171 A 36" Tapcon Screws		PE

Set #A120 - A20

Doors: A120

1	Continuous Hinge	CFM 83 HD1		PE
1	Lockset	AU 4705LN ICLC	626	YA
1	LFIC Core	1210 PARA KWY	626	YA
1	Electric Strike	8000C	630	HS
1	Closer	CPS7500 SRI	689	NO
1	Wiring Harness	QC-C1500		MC
1	Misc	CONDUIT		MIHW
1	Weatherstrip	306 AV 1 x 36" 2 x 84" TKSP8		PE
1	Door Bottom Sweep	57 AV 36" TKSP8		PE
1	Threshold	171 A 36" Tapcon Screws		PE

Set #A121 - A121

Doors: A121

1	Continuous Hinge	CFM 83 HD1		PE
1	Lockset	AU 4705LN ICLC	626	YA
1	LFIC Core	1210 PARA KWY	626	YA
1	Electric Strike	8000C	630	HS
1	Closer	CPS7500 SRI	689	NO
1	Wiring Harness	QC-C1500		MC
1	Misc	CONDUIT		MIHW
1	Weatherstrip	306 AV 1 x 36" 2 x 84" TKSP8		PE
1	Door Bottom Sweep	57 AV 36" TKSP8		PE
1	Threshold	171 A 36" Tapcon Screws		PE

Set #A122 - A122

Doors: A122

1	Continuous Hinge	CFM 85 HD1 SER8		PE
1	Exit Device	7100 MELR	630	YA
1	LFIC Core	1210 PARA KWY	626	YA
1	Housing Assembly	1212 6 PIN	626	YA
1	Offset Door Pull	VRT26 CFC	US32D	RO
1	Closer	CPS7500 SRI	689	NO
1	Wiring Harness	QC-C1500		MC
1	Wiring Harness	QC-C012		MC
1	Misc	CONDUIT		MIHW
1	Weatherstrip	306 AV 1 x 36" 2 x 84" TKSP8		PE
1	Door Bottom Sweep	57 AV 36" TKSP8		PE
1	Threshold	171 A 36" Tapcon Screws		PE

Set #A123 - A123

Doors: A123

1	Continuous Hinge	CFM 83 HD1		PE
1	Lockset	AU 4705LN ICLC	626	YA
1	LFIC Core	1210 PARA KWY	626	YA
1	Electric Strike	8000C	630	HS
1	Closer	CPS7500 SRI	689	NO
1	Wiring Harness	QC-C1500		MC
1	Misc	CONDUIT		MIHW
1	Weatherstrip	306 AV 1 x 36" 2 x 84" TKSP8		PE
1	Door Bottom Sweep	57 AV 36" TKSP8		PE
1	Threshold	171 A 36" Tapcon Screws		PE

Set #A124 - A124

Doors: A124

1	Continuous Hinge	CFM 85 HD1 SER8		PE
1	Exit Device	7100 MELR	630	YA
1	LFIC Core	1210 PARA KWY	626	YA
1	Housing Assembly	1212 6 PIN	626	YA
1	Offset Door Pull	VRT26 CFC	US32D	RO
1	Closer	CPS7500 SRI	689	NO
1	Wiring Harness	QC-C1500		MC
1	Wiring Harness	QC-C012		MC
1	Weatherstrip	306 AV 1 x 36" 2 x 84" TKSP8		PE
1	Door Bottom Sweep	57 AV 36" TKSP8		PE
1	Threshold	171 A 36" Tapcon Screws		PE

Set #A126 - A126

Doors: A126

Set #A126 - A126

2	Continuous Hinge	CFM 95 HD1 CUSTOM LENGTH		PE
1	Removable Mullion	90KR 96"		DE
2	Exit Device	7100	630	YA
2	LFIC Core	1210 PARA KWY	626	YA
2	Housing Assembly	1212 6 PIN	626	YA
1	Offset Door Pull	VRT26 CFC	US32D	RO
2	Closer	CPS7500 SRI	689	NO
2	Weatherstrip	306 AV 1 x 48" 2 x 94"		PE
2	Door Bottom Sweep	57 AV 48"		PE
1	Threshold	171 A 76"		PE

Set #A130 - A130

Doors: A130

1	Continuous Hinge	CFM 83 HD1		PE
1	Lockset	AU 4705LN ICLC	626	YA
1	LFIC Core	1210 PARA KWY	626	YA
1	Closer	CPS7500 SRI	689	NO
1	Weatherstrip	306 AV 1 x 36" 2 x 84" TKSP8		PE
1	Door Bottom Sweep	57 AV 36" TKSP8		PE
1	Threshold	171 A 36" Tapcon Screws		PE

Set #A131 - A131

Doors: A131

2	Continuous Hinge	CFM 83 HD1		PE
2	Surface Bolt	580-8	US32D	RO
1	Exit Device	7100	630	YA
1	Rim Strike	793	693	YA
1	LFIC Core	1210 PARA KWY	626	YA
1	Housing Assembly	1212 6 PIN	626	YA
2	Offset Door Pull	VRT26 CFC	US32D	RO
2	Closer	CPS7500 SRI	689	NO
1	Weatherstrip	306 AV 1 x 72" 2 x 96" TKSP8		PE
2	Door Bottom Sweep	57 AV 48"		PE
1	Threshold	171 A 72" Tapcon Screws		PE

Set #B113 - B113

Doors: B113

1	Continuous Hinge	CFM 83 HD1		PE
1	Lockset	AU 4705LN ICLC	626	YA
1	LFIC Core	1210 PARA KWY	626	YA
1	Closer	CPS7500 SRI	689	NO
1	Weatherstrip	306 AV 1 x 36" 2 x 84" TKSP8		PE
1	Door Bottom Sweep	57 AV 36" TKSP8		PE
1	Threshold	171 A 36" Tapcon Screws		PE

Set #B114 - B114

Doors: B114

Set #B114 - B114

1	Continuous Hinge	CFM 83 HD1 SER8		PE
1	Exit Device	7100 MELR	630	YA
1	LFIC Core	1210 PARA KWY	626	YA
1	Housing Assembly	1212 6 PIN	626	YA
1	Offset Door Pull	VRT26 CFC	US32D	RO
1	Closer	CPS7500 SRI	689	NO
1	Wiring Harness	QC-C1500		MC
1	Wiring Harness	QC-C012		MC
1	Misc	CONDUIT		MIHW
1	Weatherstrip	306 AV 1 x 36" 2 x 84" TKSP8		PE
1	Door Bottom Sweep	57 AV 36" TKSP8		PE
1	Threshold	171 A 36" Tapcon Screws		PE

Set #B116 - B116

Doors: B116

1	Continuous Hinge	CFM 83 HD1 SER8		PE
1	Exit Device	7100 MELR	630	YA
1	LFIC Core	1210 PARA KWY	626	YA
1	Housing Assembly	1212 6 PIN	626	YA
1	Offset Door Pull	VRT26 CFC	US32D	RO
1	Closer	CPS7500 SRI	689	NO
1	Wiring Harness	QC-C1500		MC
1	Wiring Harness	QC-C012		MC
1	Misc	CONDUIT		MIHW
1	Weatherstrip	306 AV 1 x 36" 2 x 84" TKSP8		PE
1	Door Bottom Sweep	57 AV 36" TKSP8		PE
1	Threshold	171 A 36" Tapcon Screws		PE

Set #B117 - B117

Doors: B117

2	Continuous Hinge	CFM 83 HD1		PE
1	Removable Mullion	90KR 84"		DE
2	Exit Device	7100 -48"	630	YA
2	LFIC Core	1210 PARA KWY	626	YA
2	Housing Assembly	1212 6 PIN	626	YA
1	Offset Door Pull	VRT26 CFC	US32D	RO
2	Closer	CPS7500 SRI	689	NO
1	Weatherstrip	306 AV 1 x 76" 2 x 84"		PE
2	Door Bottom Sweep	57 AV 48"		PE
1	Threshold	171 A 76"		PE

Set #B118 - B118

Doors: B118

Set #B118 - B118

4	Continuous Hinge	CFM 83 HD1		PE
2	Heavy Duty Surface Bolt	585-24	US26D	RO
1	Surface Bolt	582-8	US32D	RO
1	Exit Device	7100 -48"	630	YA
2	Rim Strike	793	693	YA
1	LFIC Core	1210 PARA KWY	626	YA
1	Housing Assembly	1212 6 PIN	626	YA
1	Offset Door Pull	VRT26 CFC	US32D	RO
2	Closer	CPS7500T SRI	689	NO
2	Door Stop w/ Holder	464-RKW	US26D	RO
4	Astragal	29324 CNB 84" TKSP8		PE
2	Door Sweep	293100 CNB 50" TKSP8		PE

Set #B119 - B119

Doors: B119

1	Continuous Hinge	CFM 83 HD1		PE
1	Lockset	AU 4705LN ICLC	626	YA
1	LFIC Core	1210 PARA KWY	626	YA
1	Electric Strike	8000C	630	HS
1	Closer	CPS7500 SRI	689	NO
1	Wiring Harness	QC-C1500		MC
1	Misc	CONDUIT		MIHW
1	Weatherstrip	306 AV 1 x 36" 2 x 84" TKSP8		PE
1	Door Bottom Sweep	57 AV 36" TKSP8		PE
1	Threshold	171 A 36" Tapcon Screws		PE

Set #B120 - B120

Doors: B120

2	Continuous Hinge	CFM 95 HD1 CUSTOM LENGTH		PE
2	Surface Bolt	580-8	US32D	RO
1	Lockset	AU 4704LN ICLC	626	YA
1	LFIC Core	1210 PARA KWY	626	YA
2	Closer	CPS7500 SRI	689	NO
2	Weatherstrip	306 AV 1 x 34" 2 x 94"		PE
2	Door Bottom Sweep	57 AV 36" TKSP8		PE
1	Threshold	171 A 72" Tapcon Screws		PE

Set #B123 - B123

Doors: B123

Set #B123 - B123

2	Continuous Hinge	CFM 95 HD1 CUSTOM LENGTH		PE
1	Removable Mullion	90KR 96"		DE
2	Exit Device	7100	630	YA
2	LFIC Core	1210 PARA KWY	626	YA
2	Housing Assembly	1212 6 PIN	626	YA
1	Offset Door Pull	VRT26 CFC	US32D	RO
2	Closer	CPS7500 SRI	689	NO
1	Weatherstrip	306 AV 1 x 72" 2 x 96" TKSP8		PE
2	Door Bottom Sweep	57 AV 36"		PE
1	Threshold	171 A 72" Tapcon Screws		PE

Set #B124 - B124

Doors: B124

2	Continuous Hinge	CFM 95 HD1 CUSTOM LENGTH		PE
1	Removable Mullion	90KR 96"		DE
2	Exit Device	7100	630	YA
2	LFIC Core	1210 PARA KWY	626	YA
2	Housing Assembly	1212 6 PIN	626	YA
1	Offset Door Pull	VRT26 CFC	US32D	RO
2	Closer	CPS7500 SRI	689	NO
2	Weatherstrip	306 AV 1 x 72" 2 x 96" TKSP8		PE
2	Door Bottom Sweep	57 AV 36"		PE
1	Threshold	171 A 72" Tapcon Screws		PE

Set #B131 - B131

Doors: B131

1	Continuous Hinge	CFM 83 HD1		PE
1	Exit Device	7100	630	YA
1	LFIC Core	1210 PARA KWY	626	YA
1	Housing Assembly	1212 6 PIN	626	YA
1	Offset Door Pull	VRT26 CFC	US32D	RO
1	Closer	CPS7500 SRI	689	NO
1	Weatherstrip	306 AV 1 x 36" 2 x 84" TKSP8		PE
1	Door Bottom Sweep	57 AV 36" TKSP8		PE
1	Threshold	171 A 36" Tapcon Screws		PE

Set #C100 - C100

Doors: C100

1	Continuous Hinge	CFM 83 HD1		PE
1	Lockset	AU 4705LN ICLC	626	YA
1	LFIC Core	1210 PARA KWY	626	YA
1	Electric Strike	8000C	630	HS
1	Closer	CPS7500 SRI	689	NO
1	Wiring Harness	QC-C1500		MC
1	Misc	CONDUIT		MIHW
1	Weatherstrip	306 AV 1 x 36" 2 x 84" TKSP8		PE
1	Door Bottom Sweep	57 AV 36" TKSP8		PE
1	Threshold	171 A 36" Tapcon Screws		PE

Set #C114 - C114

Doors: C114

1	Continuous Hinge	CFM 83 HD1 SER8		PE
1	Exit Device	7100 MELR	630	YA
1	LFIC Core	1210 PARA KWY	626	YA
1	Housing Assembly	1212 6 PIN	626	YA
1	Offset Door Pull	VRT26 CFC	US32D	RO
1	Closer	CPS7500 SRI	689	NO
1	Wiring Harness	QC-C1500		MC
1	Wiring Harness	QC-C012		MC
1	Misc	CONDUIT		MIHW
1	Weatherstrip	306 AV 1 x 36" 2 x 84" TKSP8		PE
1	Door Bottom Sweep	57 AV 36" TKSP8		PE
1	Threshold	171 A 36" Tapcon Screws		PE

Set #C129 - C129

Doors: C129

1	Continuous Hinge	CFM 83 HD1		PE
1	Lockset	AU 4704LN ICLC	626	YA
1	LFIC Core	1210 PARA KWY	626	YA
1	Closer	CPS7500 SRI	689	NO
1	Weatherstrip	306 AV 1 x 36" 2 x 84" TKSP8		PE
1	Door Bottom Sweep	57 AV 36" TKSP8		PE
1	Threshold	171 A 36" Tapcon Screws		PE

Set #D119 - D119

Doors: D119

1	Continuous Hinge	CFM 85 HD1 SER8		PE
1	Exit Device	7100 MELR	630	YA
1	LFIC Core	1210 PARA KWY	626	YA
1	Housing Assembly	1212 6 PIN	626	YA
1	Offset Door Pull	VRT26 CFC	US32D	RO
1	Closer	CPS7500 SRI	689	NO
1	Wiring Harness	QC-C1500		MC
1	Wiring Harness	QC-C012		MC
1	Misc	CONDUIT		MIHW
1	Weatherstrip	306 AV 1 x 36" 2 x 84" TKSP8		PE
1	Door Bottom Sweep	57 AV 36" TKSP8		PE
1	Threshold	171 A 36" Tapcon Screws		PE

Set #D131 - D131

Doors: D131

Set #D131 - D131

1	Continuous Hinge	CFM 83 HD1		PE
1	Exit Device	7100	630	YA
1	LFIC Core	1210 PARA KWY	626	YA
1	Housing Assembly	1212 6 PIN	626	YA
1	Offset Door Pull	VRT26 CFC	US32D	RO
1	Closer	CPS7500 SRI	689	NO
1	Weatherstrip	306 AV 1 x 48" 2 x 84"		PE
1	Door Bottom Sweep	57 AV 48"		PE
1	Threshold	171 A 48" Tapcon Screws		PE

Set #ME - ME

Doors: ME

2	Continuous Hinge	CFM 83 HD1		PE
2	Surface Bolt	580-8	US32D	RO
1	Lockset	AU 4704LN ICLC	626	YA
1	LFIC Core	1210 PARA KWY	626	YA
2	Closer	CPS7500 SRI	689	NO
1	Weatherstrip	306 AV 1 x 72" 2 x 96" TKSP8		PE
2	Door Bottom Sweep	57 AV 36" TKSP8		PE
1	Threshold	171 A 72" Tapcon Screws		PE

Set #MN - MN

Doors: MN

1	Continuous Hinge	CFM 83 HD1		PE
1	Lockset	AU 4704LN ICLC	626	YA
1	LFIC Core	1210 PARA KWY	626	YA
1	Electric Strike	8000C	630	HS
1	Closer	CPS7500 SRI	689	NO
1	Wiring Harness	QC-C1500		MC
1	Weatherstrip	306 AV 1 x 36" 2 x 84" TKSP8		PE
1	Door Bottom Sweep	57 AV 36" TKSP8		PE
1	Threshold	171 A 36" Tapcon Screws		PE

Set #MS - MS

Doors: MS

1	Continuous Hinge	CFM 83 HD1		PE
1	Lockset	AU 4704LN ICLC	626	YA
1	LFIC Core	1210 PARA KWY	626	YA
1	Electric Strike	8000C	630	HS
1	Closer	CPS7500 SRI	689	NO
1	Wiring Harness	QC-C1500		MC
1	Weatherstrip	306 AV 1 x 36" 2 x 84" TKSP8		PE
1	Door Bottom Sweep	57 AV 36" TKSP8		PE
1	Threshold	171 A 36" Tapcon Screws		PE

The Interlocal Purchasing System
Purchasing Made Personal

Printed 31 July 2025

www.texomabuilderssupply.com

Tex-Oma Builders Supply Co

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

PAYMENT TO

ADDRESS	2701 Commerce St.
CITY	Wichita Falls
STATE	TX
ZIP	76301

TIPS CONTACT

NAME	Charlie Martin
PHONE	(866) 839-8477
FAX	(866) 839-8472
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DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N **HUB: N**

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY | PR

Overview

* Greg W. Cox Inc dba Tex-Oma Builders Supply Co. Distributor of all types doors, frames, finish hardware, locksmith services, operable/accordion partitions, toilet partitions, toilet accessories, signage, building specialties, electronic access control & security. *

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
240501	MRO (Maintenance, Repair, and Operations of Facilities and	07/31/2029	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

240501

Justin Longley	Sales Manager	(940) 264-1270	justin.longley@tex-oma.com
Tyler Beechler	Controller	(940) 766-4269	tyler.beechler@tex-oma.com

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.4.

Meeting Date: 12/1/2025

Prepared By: Nathan Whiddon, Wastewater and Laboratory Manager

Approved By: Zachary Flores, City Manager

Caption:
**** RESOLUTION NO. 7604***

Awarding a Bid to and Authorizing Execution of Contracts with Multiple Vendors for An Annual Supply of Additional Wastewater Chemicals for the Sherman Wastewater Treatment Plant

Issue:
To consider awarding contracts with multiple vendors for additional wastewater chemicals for use at the Sherman Wastewater Treatment Plant.

Background:
The City advertised for the solicitation of public proposals for additional chemicals to be used in wastewater operations. On October 27, 2025, the City received proposals from five (5) vendors. In order to gain maximum benefit for the City, each type of chemical is considered separately for awarding purposes. Thus, staff recommends awarding contracts to two (2) different vendors based on lowest responsive bids for citric acid and sodium hypochlorite. The lowest bid submitted for citric acid requested withdrawal of their bid. Staff accepted that vendor request and deemed the bid nonresponsive.

Capital Improvement Program:

Origination:
Treatment Services

Financial Consideration:
Funding is included in the Wastewater Treatment budget for fiscal year (FY) 2025-2026 for the purchase of these chemicals.

Citric Acid = $4,000 (Technology International)
Sodium Hydrochlorite = $9100 (Mid America Chemical)

Staff Recommendation:
It is recommended that the Council award the contracts for these chemicals to the vendors identified in the attached summary.

Alternatives:
As may be recommended by City Council

Attachments:

1. Resolution No. 7604
2. Bid Tabulation - Additonal WW Chemicals - ITB
3. Additional Wastewater Chemicals ITB
4. Supply Contract_placeholder

RESOLUTION NO. 7604

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF CONTRACTS WITH MULTIPLE VENDORS FOR AN ANNUAL SUPPLY OF ADDITIONAL WASTEWATER CHEMICALS FOR THE SHERMAN WASTEWATER TREATMENT PLANT; 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 bids are hereby awarded to Technology International, Inc. and Mid-America Chemical, Inc. for an annual supply of additional wastewater chemicals to be used at the Sherman Wastewater Treatment Plant in accordance with the City's specifications; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute contracts of sale with Technology International, Inc. and Mid-America Chemical, Inc. for said annual supply of additional wastewater chemicals to be used at the Sherman Wastewater Treatment Plant, in accordance with all contract documents attached hereto and made a part hereof for all purposes. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2025-2026 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 1st day of December 2025.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
TERI FINE, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

CITY OF SHERMAN
BID TABULATION
Additional Wastewater Chemicals - Invitation to Bid
BID OPENING Monday, October 27, 2025; 3:00 PM

	CITRIC ACID			SODIUM HYPOCHLORITE			
Vendor	Unit Price	Estimated Gallons	Total Price	Unit Price	Estimated Gallons	Total Price	NOTES
Univar Solutions USA, LLC	8.1607	1,000	8,160.70	5.0000	2,000	10,000.00	
Technology International, Inc.	4.00	1,000	4,000.00	9.60	2,000	19,200.00	citric acid 50% sol. -- not food grade certified
Mid-America Chemical, Inc.	8.96	1,000	8,960.00	4.55	2,000	9,100.00	
Shannon Chemical Corporation	11.77	1,000	11,770.00	no bid	2,000	no bid	
Clearwater Labs, LLC	12.25	1,000	12,250.00	4.70	2,000	9,400.00	

Exhibit A

City of Sherman PO
Box 1106
Sherman, TX 75091-1106

Invitation to bid

For

ADDITIONAL WASTEWATER CHEMICALS

ITB No. 2026-01

Publication Dates: Saturday October 11, 2025
Saturday October 18, 2025

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CITY OF SHERMAN

INVITATION TO BID - BID NO. 2026-01; **ADDITIONAL WASTEWATER CHEMICALS**

The enclosed **INVITATION TO BID** (ITB) and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **ADDITIONAL WASTEWATER CHEMICALS** for the City of Sherman.

Questions may be addressed to the Finance Department at the address listed below. The bids will be opened at **3:00 PM on Monday, October 27, 2025,** at the following address:

City of Sherman
City Hall – Administrative Services Conference Room
220 W. Mulberry Street
Sherman, TX 75090
903-892-7215
craigl@cityofsherman.com

Bids may be submitted by mail to the following address:

City of Sherman
Finance Dept. – ITB for ADDITIONAL WASTEWATER CHEMICALS
Bid No. 2026-01

OR

Electronically at www.publicpurchase.com

OR

By delivery at the City Hall address listed above.

NOTICE TO BIDDERS

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Craig Long, Sherman City Hall, 220 W Mulberry St, Sherman, Texas 75091 until the hour **3:00 PM on the 27th day of October, 2025,** at which time bids duly delivered and submitted will be considered for supplying the following:

BID NO. 2026-01 – ADDITIONAL WASTEWATER CHEMICALS

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council at the following address:

City Council Chambers
City Hall
220 W. Mulberry
Sherman, TX 75090

Each bid delivered to the City shall be sealed and clearly marked "ADDITIONAL WASTEWATER CHEMICALS 2026-01" on the exterior of the bid. Electronic submittals may only be made through Public Purchase at https://www.publicpurchase.com. No email or faxed bids will be accepted. Each bid shall be **manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.**

Please note that all bids **must be received at the designated location or through Public Purchase by the deadline shown**. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for **3:00 PM, Monday, October 27, 2025,** at which time the sealed bids will be opened.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Finance Department, the bidder shall be responsible for actual delivery of the bid before the advertised date and hour for opening of bids. If the mail is delayed by the postal service, courier service, or an ISP (Internet Service Provider), beyond the date and hour set for the bid opening, bids thus delayed will not be considered.

The City of Sherman will receive sealed bids for: **ADDITIONAL WASTEWATER CHEMICALS.**

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sherman's interpretation shall govern.

Information concerning the bid specifications or bid process/procedures may be submitted in writing to Craig Long, Budget Analyst at craigl@cityofsherman.com, or via phone at (903) 892- 7215.

Until the final awarding by the City of Sherman, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, and proceed otherwise when the best interests of said City will be realized hereby.

[Rest of Page Intentionally Left Blank]

CITY OF SHERMAN
GENERAL CONDITIONS

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to: www.ci.sherman.tx.us and to www.publicpurchase.com.

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

ASSIGNMENT OF BID/CONTRACT

The successful bidder may not assign their rights and duties under an award without the written consent of the City. Such consent shall not relieve the assignor of liability in event of default by their assignee.

BID CONSIDERATION / TABULATION

Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

BID SUBMISSION

Bids may be submitted in person, by mail, or electronically at www.publicpurchase.com.

- Submit bids via mail to PO Box 1106, Sherman, TX 75091-1106.
- To submit a bid via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- Bids will not be accepted without a signature.
- Bids submitted by email or fax will not be accepted.
- The City is not responsible for mail service. See page 4, paragraph 2 of the Notice to Bidders.

BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the City to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.**

CHANGES OR ALTERATIONS

No part of this bid may be changed/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request to this bid will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the City's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

DEFAULT

In case of default of the successful bidder, the city of Sherman may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Sherman, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each bid. The city of Sherman considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Sherman, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INDEMNIFICATION

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the vendor or

his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers the vendor shall indemnify and save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The city of Sherman supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycled materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the city of Sherman. As such, the city of Sherman has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 29th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days

of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

PROVISIONAL CLAUSES

The city of Sherman will not enter into any contract where the cost is provisional upon such clauses as are known as "escalator" or "cost-plus" clauses.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Bids submitted via fax or email.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether or not the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

PROPOSAL DEFINITIONS:

"City" is the City of Sherman, Texas.
"Bidder" is an individual or business submitting a bid or proposal to the City of Sherman.
"Independent contractor" or "contractor" is one who contracts to perform work or furnish materials in accordance with a contract.

I. PROPOSAL TERMS

A. The City of Sherman reserves the right to reject any and all proposals received as a result of this ITB. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider. The City does not intend to award a contract fully on the basis of any response made to the proposal: The City reserves the right to consider proposals for modifications at any time before a contract would be awarded; and negotiations would be undertaken with the independent contractor whose proposal is deemed to best meet the City's specifications and needs.
B. Proposals must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
C. In the event it becomes necessary to revise any part of the ITB, addenda will be provided. The deadline for submission of proposals may be adjusted to allow for revisions. To be considered, the entire proposal document, with any amendments, should be returned by the specified date, time and method identified on page 2 of this document.
D. Proposals should be prepared simply and economically providing a straightforward, concise description of the independent contractor's ability to meet the requirements of the ITB. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.
E. The price quotations from the contractor stated in this proposal will not be subject to any price increase from the closing date of this ITB to the mutually agreed to date of contract.
F. The City of Sherman reserves the right to increase or decrease the amount of chemicals ordered based upon annual budget constraints.
G. The City of Sherman reserves the right to award a separate contract to separate

vendors for each item/group or to award one contract for the entire ITB.

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Technical Specifications

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Chemical	Section
Citric Acid	30
Sodium Hypochlorite	40

Citric Acid
Technical Specification
Section 30

The bid price shall include all costs of manufacturing and delivery to the specified point of unloading, including placement in a specified location. ALL bids are to be quoted in cost per GALLON. Bidders shall be bound by the price listed on the Bid Form for the duration of this agreement period.

30.1 Scope:

The supplier shall furnish liquid citric acid (50% concentration). Chemical shall be furnished in 275-gallon to 330-gallon totes. The proposed tote volume should be consistent, although exceptions may be approved at the City's discretion. Chemical totes must be equipped with a 2" camlock fitting. The supplier is required to have at least 10 years in business and 10 years providing the chemical which they are proposing to supply.

30.2 Affidavit of Compliance

The VENDOR shall furnish to the PURCHASER an affidavit of compliance stating that the citric acid supplied meets the requirements of this specification.

30.3 Basis for Rejection

If the citric acid does not meet the chemical, physical, or safety requirements of this specification, notice shall be given to the vendor immediately after observing said noncompliance. In this event, VENDOR shall remove the unsuitable product from the premises of the PURCHASER at the latter's request and replace it with a like amount of satisfactory citric acid. The VENDOR shall be responsible for all expenses.

30.4 Requirements

The citric acid supplied under this contract shall meet the chemical and physical requirements of the specifications.

30.5 Impurities

The liquid citric acid supplied shall contain no impurities that would result in the chemical properties falling below specified concentration.

30.6 Packaging and Shipment

Shipments of citric acid shall conform to current Federal, State, and Local regulations.

30.7 Container Labeling

Shipments shall bear warning labels as specified by the US Department of Transportation (DOT) regulations and other applicable laws and regulations.

END OF SECTION

Sodium Hypochlorite
Technical Specification
Section 40

The bid price shall include all costs of manufacturing and delivery to the specified point of unloading, including placement in a specified location. ALL bids are to be quoted in cost per GALLON. Bidders shall be bound by the price listed on the Bid Form for the duration of this agreement period.

40.1 Scope:

The supplier shall furnish liquid Sodium hypochlorite (10.3% concentration). Chemical shall be furnished in 275-gallon to 330-gallon totes. The proposed tote volume should be consistent, although exceptions may be approved at the City's discretion. Chemical totes must be equipped with a 2" camlock fitting. The supplier is required to have at least 10 years in business and 10 years providing the chemical which they are proposing to supply.

40.2 Affidavit of Compliance

The VENDOR shall furnish to the PURCHASER an affidavit of compliance stating that the sodium hypochlorite supplied meets the requirements of this specification.

40.3 Basis for Rejection

If the Sodium hypochlorite does not meet the chemical, physical, or safety requirements of this specification, notice shall be given to the vendor immediately after observing said noncompliance. In this event, VENDOR shall remove the unsuitable product from the premises of the PURCHASER at the latter's request and replace it with a like amount of satisfactory sodium hypochlorite. The VENDOR shall be responsible for all expenses.

40.4 Requirements

The Sodium hypochlorite supplied under this contract shall meet the chemical and physical requirements of the specifications.

40.5 Impurities

The liquid Sodium hypochlorite supplied shall contain no impurities that would result in the chemical properties falling below specified concentration.

40.6 Packaging and Shipment

Shipments of sodium hypochlorite shall conform to current Federal, State, and Local regulations.

40.7 Container Labeling

Shipments shall bear warning labels as specified by the US Department of Transportation (DOT) regulations and other applicable laws and regulations.

END OF SECTION

BID FORM

Item	Chemical	Unit of Measure	Estimated Units	Unit Price	Total Price
1	Citric Acid	GAL	1,000	$	$
2	Sodium Hypochlorite	GAL	2,000	$	$

BIDDERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Invitation to Bid. I also understand that if this bid is accepted by the City of Sherman that all of the terms and conditions, specifications, and requirements submitted in my bid and any additions, changes, or deletions made during negotiations will be made a part of this bid under a binding contract between my company and the City of Sherman, Texas. I also certify that this bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

___Corporation (The bid MUST be signed by an Officer of the company)

___Partnership (The bid MUST be signed by a General Partner)
___Joint Venture (The bid MUST be signed by an Officer of the company)
___Sole Proprietor (The bid MUST be signed by the Owner)

Company Name: _____

Address of Principal Place of Business:

_____
_____

Mailing Address (if different):

_____
_____

Phone: _____ Fax: _____ Email: _____

Authorized Representative: _____ Signature: ___ Date: _

Acknowledgement of Addenda (if any): #1 ____#2 _____#3 _____

Exhibit B
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

Coverage Required		Limits
_X_	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
_X_	2. General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
__	3. XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	4. Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate.
__	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.

_X_ 6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

_X_ 7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title.

___ 11. Other Insurance Requirements (State Below):

Exhibit C

Affidavit of No Prohibited Interest

§

§

THE STATE OF _____

THE COUNTY OF _____

I, _____, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:_____.

_____ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this _____day of _____, 202__.

_____

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____day of _____, 202__.

_____

Notary Public in and for the State of _____

My commission expires: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2

☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6

Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to an invitation to bid or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

TEXAS ETHICS FORM 1295 & VERIFICATION FORM 2270

NOTE: TEC Form 1295 will not be required for all submitting contractors, but, will be required from the recommended contractor prior to award. Verification Form 2270 is required with all proposal submittals. See next page for forms.

INSTRUCTIONS for
State Law Mandated Certificate of Interested Parties Form (Form 1295)

1. Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Sherman City Council must be accompanied by an original signature unsworn declaration, Certificate of Interested Parties, Form 1295.

2. Form 1295 must be completed in accordance with the TEC Rules: (https://www.ethics.state.tx.us/legal/ch46.html) and Section 2252.908 of the Texas Government Code, as amended: (http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB01295F.htm).

3. For questions or issues regarding the TEC rules and state law provisions and how Form 1295 should be completed, please consult with your own legal counsel.

4. In order to fill out and submit Form 1295, you will need to log in as directed on the TEC website: https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

   Tutorials for creating an account and for creating and submitting Form 1295 may also be found on this web page.

5. Please provide the bolded information exactly as it appears below when creating your certificate:

   Who is the contract with? Click the button for **Other**

   Governmental Entity

   Agency/Entity Name: **City of Sherman**

   Contract ID Number: **2026-01**

   Description of Goods and Services to be provided: **Additional Wastewater Chemicals**

6. All other fields as required or as applicable to the individual vendor must be completed as explained in the tutorial video.

7. Vendors must provide a signed, original signature copy of this form along with four signed, notarized, original signature copies of the contract no later than 14 days after Notice of Recommendation for Award is received. All documents shall be signed by an Officer, Director or other Authorized Agent of the company. If the individual signing as Authorized Agent is not an officer or director of the company, appropriate documentation must be included with these documents to confirm that the individual has the authority to bind the company contractually.

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,

2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name & Title: _____

Firm Name: _____

Date Signed: _____

NOTARIZATION

THE STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned notary public on this day personally appeared _____, on behalf of _____(Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the_____day of _____, 201__.

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF _____

The following definitions apply to Texas Government Code Section 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli -controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

SUPPLY CONTRACT

THE STATE OF TEXAS §

COUNTY OF GRAYSON §

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made and entered into by and between the CITY OF SHERMAN, a municipal corporation of the State of Texas, hereinafter called "CITY", and _____, hereinafter called "SUPPLIER",

WITNESSETH:

SUPPLIER agrees to sell and will deliver to CITY, and CITY agrees to purchase from SUPPLIER, on an as-needed basis, chemicals specified as _____ _____for use at the Sherman Wastewater Treatment Plant as described in the Invitation to bid and incorporated herein for all purposes. As consideration for this contract, SUPPLIER agrees to sell and deliver such chemicals at the prices specified therein in the Invitation to bid during the contract period beginning on November 17, 2025, and ending on November 16, 2026.

Reference is hereby made to the specifications and requirements of the Invitation to bid prepared by CITY and the Bid Proposal submitted by SUPPLIER on October 27, 2025, in answer to CITY's Invitation to bid. All of the specifications and requirements of CITY's Invitation to bid, are incorporated herein by reference and are part of this contract for all purposes.

SUPPLIER hereby agrees to deliver ordered chemicals to CITY at the Sherman Wastewater Treatment Plant located at 1800 E. F.M. 1417, Sherman, Texas, within four (4) business days from the date of order placement. CITY reserves the right on or before initiation of order to reasonably restrict days and hours for delivery. CITY will pay SUPPLIER for chemicals delivered within thirty (30) days from the date of the receipt of invoice.

CITY retains the right to reject without restriction all or any chemicals delivered by SUPPLIER which fails to comply with the specifications as set forth in the Invitation to bid and the Bid Proposal submitted by SUPPLIER. Upon written notice by City to Supplier of non- conforming delivered chemicals which fail to comply with specifications, SUPPLIER shall have three (3) business days from notice of rejection to replace the non-conforming chemicals. CITY shall on notice receive credit for all charges related to non-conforming chemicals delivered. Supplier shall have twenty (20) days from notice of CITY's rejection of non-conforming chemicals to remove non- conforming chemicals from the Sherman Wastewater Treatment Plant at SUPPLIER's expense in default of which, CITY may, at its election, return to SUPPLIER non-conforming chemicals delivered to the CITY thirty (30) days from notice to the SUPPLIER. In the event of CITY's return of non-conforming chemicals, CITY shall be entitled to recover all costs and expense relating to reloading, removal and return of rejected non-conforming chemicals from SUPPLIER. CITY is expressly authorized to contract for return in default of SUPPLIER's removal of non-conforming chemical

supply pursuant to this agreement. City assumes no liability for loss or damage to non-conforming items delivered to CITY under this provision and SUPPLIER agrees to release and hold harmless CITY from any claim or liability relating to SUPPLIER's delivery of non-conforming items pursuant to this contract.

Payment of Monies Owed to the City of Sherman. CITY may, in its discretion, apply any monies owed to SUPPLIER, the contracting party under this agreement, in partial or complete satisfaction of any property taxes due or other monies owed the City of Sherman, which are or become delinquent during the term of this contract.

Amendment of Contract. This agreement may not be changed, varied or altered except by an instrument in writing, duly executed on behalf of CITY and by SUPPLIER.

Assignment of Contract. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.

Severability. Any provision or part of this Contract that is held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CITY and SUPPLIER, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Headings. Section or other headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

Conflicts. If there are any conflicts between the Contract and the Invitation to bid, the provisions in the Contract prevail over the provisions in the Invitation to bid.

Supplier's Warranty. SUPPLIER expressly represents and warrants its compliance with all applicable laws, ordinances and regulations in its operations and material delivered under this Agreement including, but not limited to AWWA standards and NSF60 requirements. SUPPLIER further expressly represents and warrants its compliance with all applicable regulation of hazardous substances as may be present in, used, manufactured, handled, created, stored or delivered to CITY incidental to this Agreement. CITY has no duty to inspect or examine material furnished by SUPPLIER under this Agreement. CITY is entitled to fully rely on material as represented by and specified of SUPPLIER under this Agreement.

Supplier's Indemnity of City. SUPPLIER agrees to indemnify, defend and hold harmless CITY against all claims, damages and liabilities of whatever nature, foreseen or unforeseen under any environmental, hazardous substance law or other law including, but not limited to the following:

a) All fees incurred in defending any action or proceeding brought by any individual, public or private entity arising from materials furnished or incidental to this Agreement. SUPPLIER's liability for fees shall include, but not be limited to legal fees, environmental consultants, engineers, surveyors and expert witnesses.

Any diminution in property value attributable to:

i.) breach of warranty under this Agreement or,

ii.) any cleanup, detoxification, remediation or other response action taken or incidental to any material the subject of this Agreement as may be imposed by Federal, State, local government or Court order.

Notices under this. Agreement. All notices under this Agreement require written notice delivered to CITY or SUPPLIER at the address indicated on this agreement or as otherwise noticed by the party in writing.

Applicable Laws and Venue. This agreement shall be construed in accordance with the laws of the State of Texas, shall be deemed performable and enforceable in the State of Texas, with venue in Grayson County, Texas.

IN WITNESS WHEREOF, this instrument, in duplicate originals of equal force, has been executed on behalf of SUPPLIER and on behalf of CITY, City of Sherman, by its City Manager and attested by its City Clerk, effective the _____ day of _____ 2025.

SUPPLIER:

_____

BY: _____
NAME: _____
TITLE: _____
ADDRESS: _____
_____

CITY:
CITY OF SHERMAN, TEXAS

BY: _____
DR. ZACHARY FLORES,
CITY MANAGER
220 W. MULBERRY
SHERMAN, TEXAS, 75090

ATTEST:

BY: _____
NAME: _____
TITLE: _____

ATTEST:

BY: _____
CITY CLERK'S OFFICE APPROVED:

_____
ABERNATHY,
ROEDER, BOYD &
HULLETT, P.C. CITY
ATTORNEY

SUPPLY CONTRACT

THE STATE OF TEXAS §

COUNTY OF GRAYSON §

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Supplier's Indemnity of City. SUPPLIER agrees to indemnify, defend and hold harmless CITY against all claims, damages and liabilities of whatever nature, foreseen or unforeseen under any environmental, hazardous substance law or other law including, but not limited to the following:

a) All fees incurred in defending any action or proceeding brought by any individual, public or private entity arising from materials furnished or incidental to this Agreement. SUPPLIER's liability for fees shall include, but not be limited to legal fees, environmental consultants, engineers, surveyors and expert witnesses.

Any diminution in property value attributable to:

i.) breach of warranty under this Agreement or,

ii.) any cleanup, detoxification, remediation or other response action taken or incidental to any material the subject of this Agreement as may be imposed by Federal, State, local government or Court order.

Notices under this. Agreement. All notices under this Agreement require written notice delivered to CITY or SUPPLIER at the address indicated on this agreement or as otherwise noticed by the party in writing.

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IN WITNESS WHEREOF, this instrument, in duplicate originals of equal force, has been executed on behalf of SUPPLIER and on behalf of CITY, City of Sherman, by its City Manager and attested by its City Clerk, effective the _____ day of _____ 2025.

SUPPLIER:

_____

BY: _____
NAME: _____
TITLE: _____
ADDRESS: _____
_____

CITY:
CITY OF SHERMAN, TEXAS

BY: _____
DR. ZACHARY FLORES,
CITY MANAGER
220 W. MULBERRY
SHERMAN, TEXAS, 75090

ATTEST:

BY: _____
NAME: _____
TITLE: _____

ATTEST:

BY: _____
CITY CLERK'S OFFICE APPROVED:

_____
ABERNATHY,
ROEDER, BOYD &
HULLETT, P.C. CITY
ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.5.

Meeting Date: 12/1/2025

Prepared By:

Approved By: Zachary Flores, City Manager

Caption:
**** RESOLUTION NO. 7605***
Casting Votes to Elect a Candidate to Serve as a Member of the Grayson Central Appraisal District Board of Directors

Issue:
To consider casting the 174 votes allocated to the City of Sherman for the election of a candidate to the Board of Directors for the Grayson Central Appraisal District

Background:
Every two years, the taxing entities of Grayson County elect the five members of the Grayson Central Appraisal District's Board of Directors. Votes are apportioned on the basis of the tax levy of each entity. The City of Sherman has been allocated 174 votes; and a total of 2,000 votes are necessary to assure the election of a nominee.

Capital Improvement Program:

Origination:
Grayson Central Appraisal District

Financial Consideration:
There is no direct financial impact on the City's finances.

Staff Recommendation:
Staff recommends, City Council cast 87 votes for Brad Morgan and 87 votes for Charlie Williams, two of the candidates for the Grayson Central Appraisal District Board of Directors.

Alternatives:
The City Council could abstain from casting its votes.

Attachments:
1. Resolution No. 7605
2. GCAD Letter
3. GCAD Official Ballot

RESOLUTION NO. 7605

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CASTING VOTES TO ELECT A CANDIDATE TO SERVE AS A MEMBER OF THE GRAYSON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, pursuant to the authority of V.T.C.A., Tax Code §6.01, an appraisal district known as the Grayson Central Appraisal District has been created in Grayson County, Texas; and

WHEREAS, the quality of the property tax system depends on the Appraisal District's Board of Directors; individuals serving on the Board of Directors bring to the Board knowledge, judgment and expertise in establishing policies and procedures for the District's organization and operation; and

WHEREAS, the members of the Board of Directors are nominated and selected by the governing bodies of the voting taxing units in the Appraisal District; and

WHEREAS, a Board of five Directors governs the Grayson Central Appraisal District, plus the Tax Assessor-Collector as a nonvoting Director (if not regularly appointed); and

WHEREAS, the County, County College, Cities and Towns and School Districts participating in the District nominate and select Directors; and

WHEREAS, the Chief Appraiser has notified the City that it is entitled to 174 votes in the Directors' election; and

WHEREAS, the voting taxing units have nominated candidates; and

WHEREAS, the Chief Appraiser has prepared a ballot listing the nominees alphabetically by each candidate's last name; and

WHEREAS, the Chief Appraiser has delivered a copy of this ballot to the presiding officer of the governing body of each voting unit; and

WHEREAS, each voting unit must cast its vote by written resolution and submit it to the Chief Appraiser before December 15, 2025; and

WHEREAS, the City Council of the City of Sherman, Texas may cast all its votes for one candidate or may distribute the votes among any number of candidates;

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

SECTION 1. That all of the above recitals and preambles are found to be true and correct and are made a part hereof for all purposes.

SECTION 2. That the City Council of the City of Sherman, Texas, hereby casts 174 votes for the following candidate for the position of Director of the Grayson Central Appraisal District, as follows:

Brad Morgan	**87**
Candidate	*Number of Votes*
William Stevens	
Candidate	*Number of Votes*
Monte Walker	
Candidate	*Number of Votes*
Charlie Williams	**87**
Candidate	*Number of Votes*

SECTION 3. That the City Clerk shall mark the attached ballot in accordance with this resolution and forward same with a certified copy of this resolution to the Grayson Central Appraisal District.

SECTION 4. 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 1st day of December 2025.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
TERI FINE, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Grayson Central Appraisal District
512 N. Travis
Sherman, Texas 75090
Phone (903) 893-9673
Fax (903) 892-3835
www.graysonappraisal.org

October 22, 2025

Shawn C. Teamann, Mayor & Presiding Officer of Governing Body
City of Sherman
P.O. Box 1106
Sherman, TX 75091-1106

Dear Taxing Entity & Presiding Officer of Governing Body:

The nominations for the GCAD Board of Director's positions have been received. As provided by Property Tax Code, Section 6.03, Subsection (j), please find enclosed an official ballot for the Grayson Central Appraisal District Board of Directors for the upcoming term beginning in 2026. The number of votes allocated to **City of Sherman** is: **174.**

Property Tax Code Section 6.03, Subsection (k), states that each taxing unit eligible to vote shall determine its vote **by resolution** and submit it to the chief appraiser **before December 15, 2025**. A sample resolution has been included for your convenience. The chief appraiser shall count the votes, declare the two candidates who receive the largest cumulative vote total elected, and submit the results to the governing body of each taxing unit in the district and to the candidates.

*****For entities that have at least 5% of the vote - See 6.03 (k)(1) below*****

Sec. 6.03 (k- 1) This subsection applies only to an appraisal district established in a county with a population of 120,000 or more. The governing body of each taxing unit entitled to cast at least five percent of the total votes must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser not later than the third day following the date the resolution is adopted.

If you have any questions regarding this procedure, please contact me at the below telephone number.

Sincerely,

Shawn D. Coker, RPA, CCA
Chief Appraiser/Chief Administrator
903-870-1993

OFFICIAL BALLOT

ENTITY VOTING OF THE BOARD OF DIRECTORS OF THE GRAYSON CENTRAL APPRAISAL DISTRICT 2026-2029 STAGGERD TERMS

- Two members to be elected
- Indicate the number of votes you wish to cast for each candidate by **resolution**
- Candidates are listed alphabetically according to the first letter in each candidate's surname according to TPTC 6.03 (j)
- Resolution must be submitted to the Chief Appraiser **before December 15, 2025.**

Brad Morgan

William Stevens

Monte Walker

Charlie Williams

TPTC- 6.03 (k) The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31 to the governing body of each taxing unit in the district and to the candidates.

Sample Resolution

BE IT RESOLVED by the Board of Trustees/Commissioners/Council of the _____ (Taxing Entity) _____ that:

We, the Board of Trustees/Commissioners/Council of_____ (Taxing Entity) _____, do hereby nominate the following candidates for a position on the Board of Directors of the Grayson Central Appraisal District:

Nominee(s)	# of votes
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

_____ (Taxing Entity) _____ Board of Trustees

By: _____

Attest:

_____

Dated this _____ day of _____,_____

Grayson Central Appraisal District

512 N. Travis Street
Sherman, Texas 75090
903-893-9673 - Phone
903-892-3835 – Fax
www.graysonappraisal.org

Received
City Manager's
AUG 11 2025
Office

August 5, 2025

Shawn C. Teamann, Mayor
City of Sherman
P.O. Box 1106
Sherman, TX 75090

RE: Appraisal District Board of Directors - Notice of Entity Nomination(s)

Dear Presiding Officer,

Three (3) Appraisal District board positions are filled through December 2027 and do not need nominations. These positions are filled by: Brett Graham, Sean Vanderveer, & Obie Greenleaf.

Two (2) Appraisal District board positions are open for appointment for the staggard terms. These are the two (2) positions that you may nominate for (Term = 2026 - 2029).

I have taken the liberty of providing the names of the current board of directors whose positions are up for nomination that have served GCAD well and are willing to continue to serve. We would appreciate the consideration to nominate these individuals again so that GCAD can continue on its path of serving the entities and taxpayers of Grayson. They are: **Charlie Williams & Brad Morgan.**

Should you choose to nominate, the first step in the election process is nomination of candidates by resolution. **Before October 15th**. Taxing units may nominate **by resolution** adopted by its governing body, one candidate for each position to be filled on the Board of Directors, or any number from one to two candidates. Names of the unit's nominees are submitted to the Chief Appraiser before October 15th. After nominations are received, an official ballot will be delivered to your entity by the end of October. Candidate qualifications under 6.03 are:

- District resident for at least two (2) years;
- Not an employee of a taxing entity unless also serving on the governing body or being an elected official of a taxing unit that participates in the district.

The second step, before October 30th, I will prepare and deliver a ballot of the nominees to each taxing unit. Each taxing unit shall determine its vote by resolution and submit to the chief appraiser before December 15th.

As provided by the Texas Property Tax Code, Section 6.03(e), I have calculated the number of votes to which each eligible taxing entity is entitled, according to its proportion of tax levy. Two (2) Appraisal District board positions are open for appointment this year, thus there are a total of 2,000 votes allocated among the voting entities. The number of votes thus allocated to your entity is: **174**

Please let me know if there are questions regarding any aspect of the board appointment process. Thank you in advance for your participation.

Respectfully,

Shawn Coker
Executive Director/Chief Appraiser

Sample Resolution

BE IT RESOLVED by the Board of Trustees/Commissioners/Council of the _____ (Taxing Entity) _____ that:

We, the Board of Trustees/Commissioners/Council of_____ (Taxing Entity) _____, do hereby nominate the following candidates for a position on the Board of Directors of the Grayson Central Appraisal District:

Nominee(s)

_____

_____

_____

_____

_____

_____ (Taxing Entity) _____ Board of Trustees

By: _____

Attest:

_____

Dated this _____ day of _____,_____

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.1.

Meeting Date: 12/1/2025

Prepared By: Shawn Hackworth, IT Manager

Approved By: Zachary Flores, City Manager

Caption:

*** Payment authorization**

Authorizing Payment of $133,120.76 for the Annual Renewal of Computer Aided Dispatch and Record Management System for Animal Control, Police, and Fire

Issue:

Annual Renewal of software maintenance for CentralSquare CAD/RMS system

Background:

The Sherman Police Department, Fire Department and Animal Services utilizes CentralSquare Technologies software to aid with response to calls for service, property and evidence management, equipment and supply management, reporting, and crime analysis. This payment is for the annual maintenance fee and covers software updates and customer service.

Capital Improvement Program:

Origination:

Information Technology Department

Financial Consideration:

Funds are budgeted in FY25-26. Cost is an annual charge of $133,120.76.

Staff Recommendation:

Staff recommends approval of the annual renewal.

Alternatives:

As directed by Council

Attachments:

1. Sherman Police Department , TX January-2026-Renewal Document (1)

Renewal Order prepared by:
Paola Ceballos
paola.ceballos@centralsquare.com

Renewal Order #: Q-236532
Start Date: January 1, 2026
End Date: December 31, 2026
Billing Frequency: Yearly
Subsidiary: Superion, LLC

Renewal Order prepared for:
Tracy Knight, Communications Manager
Sherman Police Department
PO Box 1106
Sherman, Texas 75091
903-892-7185

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	ONESolution Animal Control Annual Maintenance Fee	1	2,360.42 USD
2.	ONESolution AVL Server Host License	1	3,848.85 USD
3.	ONESolution Barcoding Hand-Held Client License Annual Maintenance Fee	2	1,079.19 USD
4.	ONESolution Barcoding Server License Annual Maintenance Fee	5	846.67 USD
5.	ONESolution CAD Client AVL License	1	437.35 USD
6.	ONESolution CAD Client AVL License Annual Subscription Fee	1	642.00 USD
7.	ONESolution CAD Console License	1	1,805.03 USD
8.	ONESolution CAD Console License Annual Maintenance Fee	1	1,486.08 USD
9.	ONESolution CAD Console License Annual Subscription Fee	1	2,782.00 USD
10.	ONESolution CAD Emergency Reporting Interface	1	2,478.43 USD
11.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	2	1,142.56 USD
12.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	1	1,714.69 USD
13.	ONESolution CAD Resource Monitor Display License With Maps Annual Maintenance Fee	14	5,334.27 USD
14.	ONESolution Computer-Aided Dispatch System Annual Maintenance Fee	1	18,328.90 USD
15.	ONESolution Crime Analysis Plus Annual Maintenance Fee	1	1,396.08 USD

Renewal Order prepared by:
Paola Ceballos
paola.ceballos@centralsquare.com

16.	ONESolution E911 Interface Annual Maintenance Fee	1	2,096.39 USD
17.	ONESolution Generic CAD Event Export-Law/Fire/EMS Annual Subscription Fee	1	2,280.71 USD
18.	ONESolution MCT Client AVL License	50	1,457.91 USD
19.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	17	5,454.28 USD
20.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	29	8,945.00 USD
21.	ONESolution MCT Client-MAPS Annual Maintenance Fee	29	1,798.14 USD
22.	ONESolution MCT Client-MAPS Annual Maintenance Fee	17	1,096.27 USD
23.	ONESolution Medical ProQA/Paramount Interface Annual Maintenance Fee	1	1,671.63 USD
24.	ONESolution MFR Client Annual Maintenance Fee	17	5,454.28 USD
25.	ONESolution MFR Client-Arrest Annual Maintenance Fee	17	1,644.40 USD
26.	ONESolution MFR Client-MOBLAN Version Annual Maintenance Fee	2	321.67 USD
27.	ONESolution Mobile Field Reporting Server Annual Maintenance Fee	1	4,030.03 USD
28.	ONESolution Mobile Server Software Annual Maintenance Fee	1	2,615.66 USD
29.	ONESolution Mobile Server Software Annual Maintenance Fee	1	4,533.77 USD
30.	ONESolution Property & Evidence Annual Maintenance Fee	5	1,863.88 USD
31.	ONESolution Quartermaster	1	583.17 USD
32.	ONESolution Records Management System Annual Maintenance Fee	1	27,503.02 USD
33.	ONESolution Rip & Run Printing/Faxing Annual Maintenance Fee	1	2,096.39 USD
34.	ONESolution RMS Map Display & Pin Mapping License Annual Maintenance Fee	15	1,015.53 USD
35.	ONESolution RMS Training Module Annual Maintenance Fee	5	1,185.82 USD
36.	ONESolution State/NCIC Messaging Software Annual Maintenance Fee	1	7,620.26 USD
37.	ONESolution State/NCIC Messaging Software Annual Maintenance Fee	5	571.64 USD
38.	ONESolution State/NCIC Messaging Software Annual Maintenance Fee	10	1,142.50 USD

Renewal Order prepared by:
Paola Ceballos
paola.ceballos@centralsquare.com

39.	ONESolution TDEX Interface Annual Subscription Fee	1	455.89 USD

Renewal Order Total:	133,120.76 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Total Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

MEMBERSHIP ROSTER

PLANNING & ZONING BOARD

LENGTH OF TERMS:THREE YEARS
City Charter Art. VII, Sec. 1- 4 Consecutive

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
David Downtain	1	A 5/2/2017 R 5/2/2019 R 5/2/2022 R 7/8/2025	5/2/2019 5/2/2022 5/2/2025 7/8/2025	1 2 3 4	
Glenn Whitaker	4	A 8/4/2020 R 8/4/2023	8/4/2023 8/4/2026	1 2	
Andrew Ramirez	3	A 11/21/2023	11/21/2026	1	
Leigh Ann Sims (Chair)	4	A 2/21/2018 R 2/21/2021 R 2/21/2024	2/21/2021 2/21/2024 2/21/2027	1 2 3	
Vacant					
Katie Dupuis	1	U 5/20/2025	12/18/2027	1	
Bryan Blagg	4	U 1/5/2021 R 5/2/2022 R 7/8/2025	5/2/2022 5/2/2025 7/8/2028	0 1 2	

NOTE: CHAIR MAY SERVE ONE TWO-YEAR APPOINTMENT (per Sec.9.04.001(d) Code of Ord)

CHAIR	APPOINTMENT DATE	DATE CHAIR EXPIRES	YEARS SERVED AS CHAIR
David Estes	A 8/1/2002	8/1/2003	1
Kelly Bickerstaff	A 8/1/2003	8/1/2004	1
Kelly Bickerstaff	R 8/1/2004	8/1/2005	2
Kelly Bickerstaff	R 8/1/2005	8/1/2006	3
Willie Steele	A 8/8/2006	8/1/2007 (Resigned 5/22/2007)	1
Jason Sofey	U 6/5/2007	8/1/2007	0
Jason Sofey	R 8/1/2007	8/1/2008	1
Jason Sofey	R 8/1/2008	8/1/2009 (Resigned 1/15/2010)	2
Lawrence Davis	A 1/19/2010	1/19/2012	1, 2-year term
Don Hicks	A 8/8/2012	8/8/2014 (Term ended 7/6/2014)	1, 2-year term
Joe Gilbert	A 7/8/2014	7/8/2016	1, 2-year term
Clay Mahone	A 5/2/2017	5/2/2019	1, 2-year term
Clay Mahone	R 2019	2021	2, 2-year term

Clay Mahone	**R 2021**	**2023**	**3, 2-year term**
Clay Mahone	**R 2023**	**2025**	**4, 2-year term**
Leigh Ann Sims	**A 8/19/2025**	**8/19/2027**	**1, 2-year term**

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Alternate Members		
Terrin Bertholf	A 11/21/2023	
Shawn Davis	A 11/21/2023	
Vacant		

City Staff: Rob Rae, Director of Development Services
Revised – 10/27/2025

Note – 11/7/2017 – Charter Election reduced membership from 9 to 7 members
Note – 11/5/2019 – Charter Election removed 2 term limit; service of 18 months of 3 year term, constitutes a full term

May serve maximum of 4 consecutive terms in any combination of offices. After serving their maximum term of office, a 1 year (360 days) absence from office is required before they will be eligible for appointment
Note – 12/16/2019 – Council Agenda – Council approved adding 4 Alternate Members to serve as needed

FACT SHEET

PLANNING AND ZONING COMMISSION

Established by ORDINANCE 3143 – SEPTEMBER 27, 1976

1. **Number of Members: SEVEN - (Charter Amendment Election reduced the number of members from nine to seven – 11/7/2017)**

2. **Term of Appointment: THREE YEARS**

3. **Consecutive Term Rule: FOUR CONSECUTIVE TERMS – CITY CHARTER, ARTICLE VII, SECTION 1 – AFTER SERVING MAXIMUM TERMS, A 1 YEAR (360 DAY) ABSENCE FROM OFFICE IS REQUIRED BEFORE THEY ARE ELIGIBLE FOR REAPPOINTMENT (Charter Amendment Election removed 2 term limit – 11/5/2019)**

4. **Qualifications for Membership: SHERMAN CITY CHARTER, ARTICLE VII, SECTION 1**

5. **Appointed by: MAYOR AND CITY COUNCIL**

6. **Board Organization**

   CHAIRPERSON __A___ VICE CHAIRPERSON __E___ SECRETARY _____

   ELECTED ____ APPOINTED ____

7. **Departmental Responsibility: EXECUTIVE DIRECTOR OF PUBLIC SAFETY**

8. **Meeting Date: FIRST TUESDAY AFTER THE SECOND REGULAR CITY COUNCIL MEETING OF EACH MONTH AT 5:00 P.M.; SPECIAL MEETING AS CALLED**

9. **Attendance Requirements: AUTOMATIC TERMINATION OF MEMBERSHIP FOR FAILURE TO ATTEND THREE CONSECUTIVE MEETINGS WITHOUT GOOD CAUSE (ORD 3143 – 9/27/76)**

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PURPOSE:
To make recommendations to the City Council concerning requests in the areas of public improvements, civic improvements, City planning, opening, widening and changing the streets, routing of public utilities, controlling and regulating traffic upon public streets and ways of the City, and other related matters.

To hear requests for exceptions or changes to Zoning Ordinance; to control platting or subdividing within the City and extra-territorial jurisdiction.

CITY CHARTER MEMBERSHIP REQUIREMENTS:
Resident of Sherman
Qualified voter of the City of Sherman

Animal Control Advisory Committee

Established February 12, 2020 - Res. No. 6593

City Staff: Jason Jeffcoat
Department Responsibility: Police Chief

Meetings: Routinely, based on adopted meeting schedule - at least quarterly

Members:	District	(A)Appoint (R)Reappoint	Letter Sent	Term Begins	Term Expires	Terms	Membership Requirements
Dr. Ken Lawrence	-	A		2/2/2021	2/2/2024	1	Licensed Veterinarian
		R		2/2/2024	2/2/2027	2	
Henry Marroquin	-	A		11/16/2021	3/17/2023	11	Municipal Official
		R		3/17/2023	3/17/2026	2	
Morgan Simpson	-	A		3/17/2020	3/17/2023	1	Animal Services Supervisor
		R		3/17/2023	3/17/2026	2	
Stephanie Phillips	-	A		3/17/2020	3/17/2022	1	Animal Welfare Organization
		R		3/17/2022	3/17/2025	2	
Karen Murphy	-	U		12/17/2024	3/17/2025	0	Sherman Citizen
Janet Karam	1	A		4/2/2024	4/2/2027	1	Sherman Citizen
Aaron Jason Bucy	4	A		10/5/2021	10/5/2024	1	Sherman Citizen
		R		10/5/2024	10/5/2027	2	
Mignon Plyler	4	A		3/17/2020	3/17/2021	0	Sherman Citizen
		R		3/17/2021	3/17/2024	1	
		R		3/17/2024	3/17/2027	2	

Status:	Officers:	Term Begins:	Term Expires:
Chairman	Aaron Bucy	4/13/2022	4/13/2024
Vice Chairman	Mignon Plyler	5/16/2024	4/13/2024

Number of Members: 8
Qualifications - 1 Licensed Veterinarian, 1 Municipal Official, 1 Sherman Animal Services Supervisor, 1 Representative from an Animal Welfare Organization, and 4 Sherman Citizens
Length of Terms: Three (3) years
Consecutive Term Rule: Two (2) Full Terms

Appointed by: Mayor & City Council
Elected Officials: Chairperson, Vice Chairperson & Secretary

Attendance Requirements: If member is absent 33% of the regularly scheduled meeting in a calendar year regardless of excused or no see By-Laws

Purpose: Committee is a citizen's committee to the City Council, created to assist the City in communicating awareness to the citizens of Sherman, regarding the services, procedure, and compliance with State regulations concerning the operation of animal shelters and coordinating review of programs and services to better serve the community.

Responsibilities: (1) Assist in the development of Animal Services' mission and policies; (2) Review and recommend long-range planning and budgeting for Animal Services; (3) Provide research, guidance, advice, sponsor reports and contribute information relevant to Animal Services program development, policies and procedures; (4) Serve as liaisons to the community, increasing support and awareness of Animal Services and assisting in the resolution of citizen concerns, issues, and grievances.