

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
TUESDAY, JANUARY 20, 2026
5:00 PM**

- A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER JOSH STEVENSON**
- A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MONDAY, JANUARY 5, 2026.**

Citizen Comments

B.1. CITIZEN COMMENTS

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

Consent Agenda

C.1. CONSENT AGENDA

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

Public Hearing

D.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6913

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 6806 And Granting A Specific Use Permit To Allow A Hotel Or Motel In A C-1 (Retail Business) District Located At 1831 Texoma Parkway, Consisting Of 2.820 Acres, Being In The J.B. McAnair Survey, Abstract No 763, City Of Sherman, Grayson County, Texas Rash Sherman LLC (Owner), And Blue Star Surveying (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6914

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow Contractors Or Construction Offices, Equipment Sales, Service, Rental, And Repair, With Outdoor Storage, in a C-2 (General Commercial) District / Blalock Commercial Overlay District, Located At 3405 South Highway 75, Consisting Of 2.3328 Acres, Being Part Of The Preston Kitchens Survey, Abstract No. 667, City Of Sherman, Grayson County, Highway 75 LLC (Owner); Dean Taylor (Applicant); And Mayo Wright Consultants (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00

D.3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6915

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow A Meeting Hall, In A C-2 (General Commercial) District Located At 5011 Texoma Parkway, Being Part Of Lot 1, Parkway Plaza Addition, City Of Sherman, Grayson County, Texas Sherman Junction Ltd (Owner); Tyler Hendon (Applicant); And David A Minton,(Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00

D.4. INTRODUCTION AND PUBLIC HEARING ORDINANCE NO. 6916

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 31.008 Acres Being A Part Of The Elizabeth Jones Survey, Abstract No. 6254, City Of Sherman, Grayson County, Texas, Located At 5200 Block West Houston Street And 201 Block South Friendship Road, Heretofore Zoned R-A (Residential Agricultural) District; Rezoning And Placing The Tract In The PD (Planned Development) District With A Base Zoning Of C-2 (General Commercial) District, Meyers Industrial Park/EMR Real Estate (Owner), Joshua Lincoln (Representative) And Preston Trail (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Close Public Hearing and Consider Adoption of Ordinances

Resolutions

F.1. RESOLUTION NO. 7614

Authorizing Execution of Amendment No. 1 to the Guaranteed Max Pricing (GMP) with Plyler Construction as Construction Manager-at-Risk (CMAR) for the Remodel and Addition Phase of Fire Station No. 3.

F.2. RESOLUTION NO. 7615

Authorizing Execution of a Professional Services Agreement with Huitt-Zollars, Inc. for the design of the Dripping Springs Water Line Project.

F.3. * RESOLUTION NO. 7616

Award a Bid to & Authorizing Execution of an Agreement with Andritz Separation, Inc. for the Rental of a Skid-Mounted Sludge Thickener for the Wastewater Treatment Plant

F.4. * RESOLUTION NO. 7617

Authorizing the Execution of an Encroachment Agreement with Chris Vickrey and Madeline Conrad for the Encroachment of Two (2) Existing Buildings within the to-be-platted 10' Utility Easement and Right of Way along East Street in the proposed Vickrey-Conrad Addition.

Payment Authorization

G.1. * PAYMENT AUTHORIZATION

Authorization to pay for year two of agreement with Motorola Solutions for Body Cameras, In-Car Video Systems, and Cloud Service

Other Business

H.1. OTHER BUSINESS

Receive Quarterly Progress Report from Sherman Economic Development Corporation President Kent Sharp

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.

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. Main Street Advisory Board (1)

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.

- a. Regional Water Planning
- b. Update on SEDCO Projects

J.7. TEX. GOV'T CODE § 551.089

Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

The Council Reconvenes Into General Session

Adjournment

COUNCIL CALENDAR

M.1. 2026 Council Calendar

CERTIFICATION

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

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 13th day of January, 2026, at or before 11:59 p.m., and said time of posting was three business days before said meeting was convened or called to order.

Dated this 13th day of January, 2026. City of Sherman, Texas



Teri Fine, City Clerk

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time. All agenda items are subject to final action by the City Council.

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

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

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

PERSONS WITH DISABILITIES, WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT THE CLERKS OFFICE AT (903) 892-7206, TWO (2) WORKING DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

Mayor

Shawn C.
Teamann

Deputy Mayor

Henry Marroquin

Council Members

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

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



ACTION MINUTES

The City Council of the City of Sherman held a regular meeting on Monday, January 5, 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 00:04:20

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

Council Member Present:

Mayor Shawn Teamann

Deputy Mayor Henry Marroquin

Council Member Juston Dobbs

Council Member Pam Howeth

Council Member Josh Stevenson

Council Member Daron Holland

Council Member Clay Barnett

A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER CLAY BARNETT

Bookmarked at 00:04:30

A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF DECEMBER 15, 2025.

Bookmarked at 00:05:44

The City Council reviewed the minutes of Regular City Council Meeting of December 15, 2025. Motion by Council Member Barnett to approve the Minutes as written. Second by Council Member Holland. All present voted AYE.

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.

Bookmarked 00:06:08

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

Bookmarked at 00:06:29

Council Member Howeth made a motion to approve items F.3, F. 4, F. 5, G.1 and H.1 on the consent agenda. Second made by Council Member Holland.

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

VOTING NAY: NONE.

MOTION CARRIED.

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

Public Hearing

D.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6903 (TABLED AT THE DECEMBER 1, 2025 REGULAR CITY COUNCIL MEETING)

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 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 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

Bookmarked at 00:07:24 - Reading

Council Member Barnett made a motion to remove items D.1 and D. 2 from the table. Second made by Council Member Holland.

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

VOTING NAY: NONE.

MOTION CARRIED.

Bookmarked at 00:07:59 - Discussion

D.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6904 (TABLED AT THE DECEMBER 1, 2025 REGULAR CITY COUNCIL MEETING)

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

Bookmarked at 00:07:43 - Reading

Council Member Barnett made a motion to remove items D.1 and D. 2 from the table. Second made by Council Member Holland.

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

VOTING NAY: NONE.

MOTION CARRIED.

Bookmarked at 00:7:59 – Discussion

Close Public Hearing and Consider Adoption of Ordinances

Bookmarked at 00:11:09

E.1. CLOSE PUBLIC HEARING

Consider Adoption of Ordinances 6903 and 6904.

Bookmarked at 00:11:19

Council Member Barnett made a motion to approve Ordinances 6903 and 6904 with the staff recommendations listed in the use chart. Second made by Council Member Stevenson.

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

VOTING NAY: DOBBS

MOTION CARRIED.

Resolutions

F.1. RESOLUTION NO. 7609

Awarding a Bid to and Authorizing Execution of a Contract Between Landmark Structures I, LP and the Greater Texoma Utility Authority Based on an Invitation to Bid for the Shepherd 2.0 Million Gallon Elevated Storage Tank

Bookmarked at 00:16:22

Council Member Stevenson made a motion to approve Resolution 7609. Second made by Council Member Barnett.

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

VOTING NAY: NONE

MOTION CARRIED.

F.2. RESOLUTION NO. 7610

Authorizing The City Manager Or His Designee To Execute A Gift Deed For The Acquisition Of 10.67 Acres Of Land In The Preston Kitchens Survey, Abstract 667, Sherman, Texas; For The Dedication Of Land For A Detention Pond And Drainage Purposes In The Sherman Crossroads Development.

Bookmarked at 00:20:39

Council Member Stevenson made a motion to approve Resolution 7610. Second made by Council Member Barnett.

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

VOTING NAY: NONE

ABSTENTION: BARNETT

MOTION CARRIED.

F.3. * RESOLUTION NO. 7611

Authorizing The City Manager Or His Designee To Execute A Purchase And Sale Agreement With Aria Esmaili And 3 Nat LLC For The Purpose Of Purchasing 2 Lots In Sherman, Texas For The Future Site Of The Fleet Service Center.

Bookmarked at 00:06:29

Council Member Howeth made a motion to approve items F.3, F. 4, F. 5, G.1 and H.1 on the consent agenda. Second made by Council Member Holland.

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

VOTING NAY: NONE.

F.4. *RESOLUTION NO. 7612

Authorizing the Execution of an Encroachment Agreement with Grow Sherman Realty, LLC for the Encroachment of an Existing One-Story Structure within the to-be-platted 10' Utility Easement along Texoma Drive in the proposed Grow Sherman Realty Addition

Bookmarked at 00:06:29

Council Member Howeth made a motion to approve items F.3, F. 4, F. 5, G.1 and H.1 on the consent agenda. Second made by Council Member Holland.

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

VOTING NAY: NONE.

MOTION CARRIED.

F.5. * RESOLUTION NO. 7613

Authorizing Execution of an Agreement with Willdan Financial Services to Provide the FY2026 Water/Wastewater Rate Update

Bookmarked at 00:06:29

Council Member Howeth made a motion to approve items F.3, F. 4, F. 5, G.1 and H.1 on the consent agenda. Second made by Council Member Holland.

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

VOTING NAY: NONE.

MOTION CARRIED.

Payment Authorization

G.1. * PAYMENT AUTHORIZATION

Authorizing the purchase of new fiscal year desktop and laptop computers from CDWG through Texas DIR contracts (Texas Misc IT HW Peri and Components DIR-CPO-5093, Dell Held Texas DIR Agreement DIR-CPO-5792, TXDIR - Panasonic DIR-CPO-5225)

Bookmarked at 00:06:29

Council Member Howeth made a motion to approve items F.3, F. 4, F. 5, G.1 and H.1 on the consent agenda. Second made by Council Member Holland.

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

VOTING NAY: NONE.

MOTION CARRIED.

Other Business

H.1. * OTHER BUSINESS

Approval of the 2025 Ad Valorem Tax Roll Value and Tax Levy

Bookmarked at 00:06:29

Council Member Howeth made a motion to approve items F.3, F. 4, F. 5, G.1 and H.1 on the consent agenda. Second made by Council Member Holland.

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

VOTING NAY: NONE.

MOTION CARRIED.

COUNCIL COMMENTS

Bookmarked at 00:21:48

EXECUTIVE SESSION

Bookmarked at 00:23:57

Mayor Teamann adjourned to executive session at 5:20p.m.

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J.1. TEX. GOV'T CODE § 551.071

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

J.2. TEX. GOV'T CODE § 551.072

Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

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) Sherman Housing Authority (2)

b) Texoma Community Center Board of Trustees (1)

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.

a) Bel Air Planned Development

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.

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

The Council reconvenes into General Session

Bookmarked at 01:58:30

Sherman Housing Authority (2)

Bookmarked at 01:58:38

Council Member Stevenson made a motion to appoint Racheal Williams and Ophelia Bell to the Sherman Housing Authority Board. Second made by Council Member Barnett.

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

VOTING NAY: NONE.

MOTION CARRIED.

Texoma Community Center Board of Trustees (1)

Bookmarked at 01:58:52

Council Member Barnett made a motion to appoint Lt. Brandon Toney to the Texoma Community Center Board of Trustees. Second made by Council Member Stevenson

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

VOTING NAY: NONE.

MOTION CARRIED.

Adjournment

Bookmarked at 01:59:09

Mayor Teamann adjourned the meeting at 6:49p.m.

COUNCIL CALENDAR

M.1. 2026 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 December 29, 2025 at or before 11:59 p.m., and said time of posting was three business days before said meeting was convened or called to order.

Dated this 29th day of December 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

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

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

PERSONS WITH DISABILITIES, WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT THE CLERKS OFFICE AT (903) 892-7206, TWO (2) WORKING DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

Mayor

Shawn C.
Teamann

Deputy Mayor

Henry Marroquin

Council Members

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

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

Use Chart – Staff Recommendation

Use Chart:

The use of land or buildings within this Planned Development shall be in accordance with those listed in the article 14.10 (use chart) of the zoning ordinance as determined by the base zoning district, C-2 (General Commercial) District, unless specified below:

Use Type	Post Oak Village PD	Zoning Ordinance	Staff Recommendation
Farm equipment sales, service, repairs, feed store	P	SUP (C-2)	P
Church or other place of worship	P	SUP (C-2)	SUP (C-2)
Civic club, fraternal organization, or lodge	P	SUP (C-2)	P
Bus station	P	SUP (C-2)	SUP (C-2)
Electric power substation or generating including ground-mounted solar and wind	P	SUP (C-2)	P
Garage or maintenance yard, government	P	SUP (C-2)	SUP (C-2)
Telephone exchange, garage, shop, or service	P	SUP (C-2)	SUP (C-2)
Institution for alcoholic, narcotic, or psychiatric patients	P	SUP (C-2)	SUP (C-2)
Rehabilitation facility, inpatient or outpatient	P	SUP (C-2)	SUP (C-2)
Schools; elementary, high, college and universities, public, private, or denominational	P	SUP (C-2)	SUP (C-2)
School district bus yard	P	SUP (C-2)	SUP (C-2)
Auditorium, arena, coliseum, theater, or amphitheater	P	SUP (C-2)	P
Commercial amusement centers, indoor only	P	SUP (C-2)	P

Commercial amusement centers, indoor or outdoor	P	SUP (C-2)	SUP (C-2)
Dance hall, commercial	P	SUP (C-2)	SUP (C-2)
Private clubs when required to obtain a permit from the Texas Alcoholic Beverage Commission	P	SUP (C-2)	SUP (C-2)
Alcoholic beverage establishments	P	SUP (C-2)	SUP (C-2)
Automobile laundry, carwash	P	SUP (C-2)	SUP (C-2)
Automobile, motorcycle, boat, or trailer sales, new or used	P	SUP (C-2)	SUP (C-2)
Automobile repair, body work, or painting	P	SUP (C-2)	SUP (C-2)
Automobile service station	P	[9]	[9]
Boat/recreational vehicle (RV) rental, storage, and repair	P	SUP (C-2)	SUP (C-2)
Contractors or construction offices, equipment sales, service, rental and repair, with outdoor storage	P	SUP (C-2)	P
Credit access business (loan office)	P	SUP (C-2)	SUP (C-2)
Meeting halls	P	SUP (C-2)	P
Mini-warehouse	P	SUP (C-2)	SUP (C-2)
Mobile home/manufactured home sales with distribution	P	SUP (C-2)	P
Psychic/paranormal readings	P	SUP (C-2)	SUP (C-2)
Secondhand store or rummage shop	P	SUP (C-2)	P

Tattoo studio	P	SUP (C-2)	SUP (C-2)
Taxidermist	P	SUP (C-2)	P
Transit vehicle, bus and truck storage, servicing repairs, and sales	P	SUP (C-2)	SUP (C-2)
Travel trailer park	P	SUP (C-2)	SUP (C-2)
Veterinarian, animal hospital, pound or shelter, indoor or outdoor kennels	P	SUP (C-2)	P
Wholesale establishment including storage	P	SUP (C-2)	P
Batching plant, concrete, temporary	P	[11]	[11]
Outdoor Storage	P [5]	[5]	[5]
Portable storage containers	P [6]	[6]	[6]
Trucking, carting, crating, express handling, and storage	P	SUP (C-2)	P
Warehousing	P	SUP (C-2)	P

Legend for Use Chart

P — Use is permitted by right in district indicated

SUP — Use is permitted in district only upon approval of a specific use permit



City Council Regular Meeting

Agenda Item No. C.1.

Meeting Date: 1/20/2026

Prepared By:

Approved By:

Caption:

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

Issue:

F.3. * RESOLUTION NO. 7616

Award a Bid to & Authorizing Execution of an Agreement with Andritz Separation, Inc. for the Rental of a Skid-Mounted Sludge Thickener for the Wastewater Treatment Plant

F.4. * RESOLUTION NO. 7617

Authorizing the Execution of an Encroachment Agreement with Chris Vickrey and Madeline Conrad for the Encroachment of Two (2) Existing Buildings within the to-be-platted 10' Utility Easement and Right of Way along East Street in the proposed Vickrey-Conrad Addition.

G.1. * PAYMENT AUTHORIZATION

Authorization to pay for year two of agreement with Motorola Solutions for Body Cameras, In-Car Video Systems, and Cloud Service

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. D.1.

Meeting Date: 1/20/2026

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6913

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 6806 And Granting A Specific Use Permit To Allow A Hotel Or Motel In A C-1 (Retail Business) District Located At 1831 Texoma Parkway, Consisting Of 2.820 Acres, Being In The J.B. Mcanair Survey, Abstract No 763, City Of Sherman, Grayson County, Texas Rash Sherman Llc (Owner), And Blue Star Surveying (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Repealing Ordinance 6806 and Consideration of a Specific Use Permit for 2.820 acres of land located at 1831 Texoma Parkway to allow a Hotel or Motel in a C-1 (Retail Business) District.

Background:

The property is located at 1831 Texoma Parkway. The owner would like a Specific Use Permit to allow a Hotel or Motel in a C-1 (Retail Business) District.

The following has been approved for this location:

- 12/17/2024 - Public Hearing and Zone Change from a C-2 (General Commercial) District to a C-1 (Retail Business) District. Ordinance No. 6805
- 12/17/2024 - Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow Hotel or motel in a C-1 (Retail Business) District. Ordinance No. 6806
- 3/10/1981 - Exception, To allow a mobile home on property other than a mobile home park for use as a dwelling and motel manager's office.
- 3/10/1970 - Specific Use Permit To allow a billboard sign.

Capital Improvement Program:

N/A

Origination:

Texas Rash Sherman LLC (Owner), and Blue Star Surveying (Surveyor).

Financial Consideration:

None

Staff Recommendation:

Staff recommends this item to be tabled

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6913
2. Exhibit A - Survey
3. Exhibit B - Site Plan
4. Location Map
5. Zoning Map
6. Future Landuse Map
7. Property Notification Sign
8. Ordinance No. 6806

ORDINANCE NO. 6913

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, REPEALING ORDINANCE 6806 AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A HOTEL OR MOTEL IN A C-1 (RETAIL BUSINESS) DISTRICT LOCATED AT 1831 TEXOMA PARKWAY, CONSISTING OF 2.820 ACRES, BEING IN THE J.B. MCANAI SURVEY, ABSTRACT NO 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS RASH SHERMAN LLC (OWNER), AND BLUE STAR SURVEYING (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 1831 Texoma Parkway, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to allow a Hotel or Motel in a C-1 (Retail Business) District, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property as described on **Exhibit A – Survey**.

SECTION 2. Repeal of Ordinance No. 6806. The City Council hereby repeals Ordinance No. 6806 of the Code of Ordinances in its entirety. The effective date of such repeal shall not occur until the effective date of this Ordinance, at which time Ordinance No. 6806 shall be repealed. Such repeal shall not abate any pending prosecution or lawsuit or prevent any prosecution or lawsuit from being commenced for any violation of any provision of Ordinance No. 6806 occurring before the effective date of this Ordinance.

SECTION 3. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (stevend@cityofsherman.com). (*Code of Ordinances Chapter 3.02(c)*)
3. Permanent residents are not allowed. The maximum length of stay for hotel guests shall not exceed 30 days.
4. The property must be properly maintained in a state of good repair and neat appearance.
5. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
6. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
7. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009(a)(1)(C)*)
8. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
9. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

10. Platting of the property is required. *Code of Ordinances Chapter 10.01.005; Texas Local Government Code Title 1, Sec. 212.004*
11. New drive approaches and sidewalks shall conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003(h)*

Additional Conditions:

12. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B**.
13. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than RASH Sherman, LLC or RASH Ventures, LLC is the owner or lessee of the Property.
14. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate, and be rescinded on the first anniversary of the effective date identified below, unless earlier terminated, rescinded, extended, or renewed by separate action of the City Council. The owner of the property subject to the Specific Use Permit must receive City Council approval of an application to extend or renew the Specific Use Permit prior to the expiration thereof.

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

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

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

SECTION 6. That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 9. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

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

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

INTRODUCED on this the 20th day of January 2026.

ADOPTED on this the 20th day of January 2026.

EFFECTIVE DATE on this the 20th day of January 2026.

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

PROPERTY ID: 157366
GEOGRAPHIC ID: S023-0763162
(CALLED 5.34 ACRES)
EISENHOWER TEXOMA LTD.
VOL. 2935, PG. 381
D.R.G.C.T.

PROPERTY ID: 157371
GEOGRAPHIC ID: S023-0763163
(CALLED 0.965 ACRES)
J G WALL REAL ESTATE L.P.
VOL. 5221, PG. 307
D.R.G.C.T.

PROPERTY ID: 157373
GEOGRAPHIC ID: S023-0763164
(CALLED 2.82 ACRES)
JAICHAND & RAKESH DEMLA
VOL. 4507, PG. 846
D.R.G.C.T.

PORTION OF
LOT 5
ROBERTS ESTATES
VOL. 398, PG. 43
D.R.G.C.T.

122,826 SQ. FT. OR
2.820 ACRES

FRISCO ROAD
(A VARIABLE WIDTH PUBLIC R.O.W.)

1831 TEXOMA PARKWAY
(A VARIABLE WIDTH PUBLIC R.O.W.)

PROPERTY ID: 157420
GEOGRAPHIC ID: S023-2111007
FRISCO 931 LLC
VOL. 4001, PG. 175
D.R.G.C.T.

PROPERTY ID: 157196
GEOGRAPHIC ID: S022-0763152
INTERPROPERTY HOLDINGS INC.
VOL. 2376, PG. 227
D.R.G.C.T.

PER CITY OF SHERMAN TEXAS
THIS SUBJECT PROPERTY IS ZONED: C-2 (GENERAL COMMERCIAL)

PER CITY ZONING:
FRONT BUILDING SETBACK 15'
SIDE SETBACK NONE
REAR BUILDING SETBACK 10'
BUILDING HEIGHT 35' OR TWO STORIES
PARKING REQUIRED 1 PARKING SPACE PER UNIT

EXISTING PARKING SPACES
59 SPACES
5 HANDICAP SPACES
64 TOTAL

SURVEYOR'S CERTIFICATION

TO: Rash Ventures, LLC
Jaichand Demla and Rakesh Demla
Chasin Title Company
Stewart Title Guaranty Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 11(a), 13, 14, 16, 17, 18, and 20(a) of Table A thereof. The field work was completed on March 24, 2015.

Date of Plat or Map: March 25, 2015.
Roy Rodriguez
Registered Professional Land Surveyor
Registration No.: Texas 5596

SCHEDULE B TITLE EXCEPTION ITEMS
STEWART TITLE GUARANTY COMPANY
OF # 304091
EFFECTIVE DATE: MARCH 9, 2015
ISSUED DATE: MARCH 13, 2015

10f Any matter, including but not limited to, Easements, Roadways, and/or Building Setback Lines as shown on the recorded plat of the addition of record in Volume 398, Page 43, Deed Records, Grayson County, Texas, (NO EASEMENTS ON PLAT)

10g Passageway easement referenced in deeds of record in Volume 1438, Page 117 and Volume 1589, Page 158, Deed Records, Grayson County, Texas, and subject to the conditions and stipulations contained herein, (DOES AFFECT, CAN NOT BE PLOTTED, IS BLANKET IN NATURE).

10h Easement and Right of Way from Sherman Square South to Texas Power and Light Company and General Telephone Company recorded in Volume 1142, Page 222, Deed Records, Grayson County, Texas, (DOES NOT AFFECT).

10i Stipulations and conditions as contained in General Warranty Deed dated June 23, 1978, of record in Volume 1438, Page 117, Deed Records, Grayson County, Texas, (DOES AFFECT, CAN NOT BE PLOTTED, IS BLANKET IN NATURE).

10j Easement from Bowen McClure and Tiller McClure to Texas Power & Light Company, of record in Volume 391, Page 70 of the Deed Records of Grayson County, Texas, (DOES AFFECT CAN NOT BE PLOTTED).

10k Easement from Bowen McClure to Texas Power & Light Company, of record in Volume 398, Page 670 of the Deed Records of Grayson County, Texas, (DOES AFFECT, CAN NOT BE PLOTTED, IS BLANKET IN NATURE).

NOTES:
1. This survey was made in accordance with laws and/or Minimum Standards of the State of Texas.
2. The property described herein (the "Property") is the same as the property described in STEWART TITLE GUARANTY COMPANY, Commitment No. 304091 with an effective date of March 09, 2015 and that all easements, covenants and restrictions referenced in said 556 commitment or apparent from a physical inspection of the Property or otherwise known to me have been plotted herein or otherwise noted as to their effect on the Property.
3. All visible utilities serving the Property enter through adjoining public streets and/or easements of record.
4. The subject property does not lie within a Special Flood Hazard Area as defined by the Federal Emergency Management Agency. The subject property is located within an area having a Zone Designation of "X" on Flood Insurance Rate Map No. 48181C, with a date of identification of September 29, 2010, for Community No. 05060, in the County of Grayson, State of Texas, which is the current Flood Insurance Rate Map for the community in which the subject property is situated.
5. There are no encroachments onto adjoining premises, streets or alleys by any buildings, structures or other improvements located on the Property and no encroachments onto the Property by buildings, structures or other improvements situated on adjoining premises, except as shown herein.
6. The Property has direct access to Texoma Parkway, a dedicated public street or highway.
7. The total number of surveyed parking spaces on the Property is 64, including 5 designated handicap spaces, and to the extent possible, are graphically shown herein.
8. There was no observed evidence of any party walls with adjoining properties.
9. There was no observed evidence of the site being used as a solid waste dump, sump or sanitary landfill.
10. There was no observed evidence of any delineated weedland areas on the Property.
11. There are no off-site easements benefiting the property.
12. There is no evidence of current earth moving work, building construction or building additions at the Property.

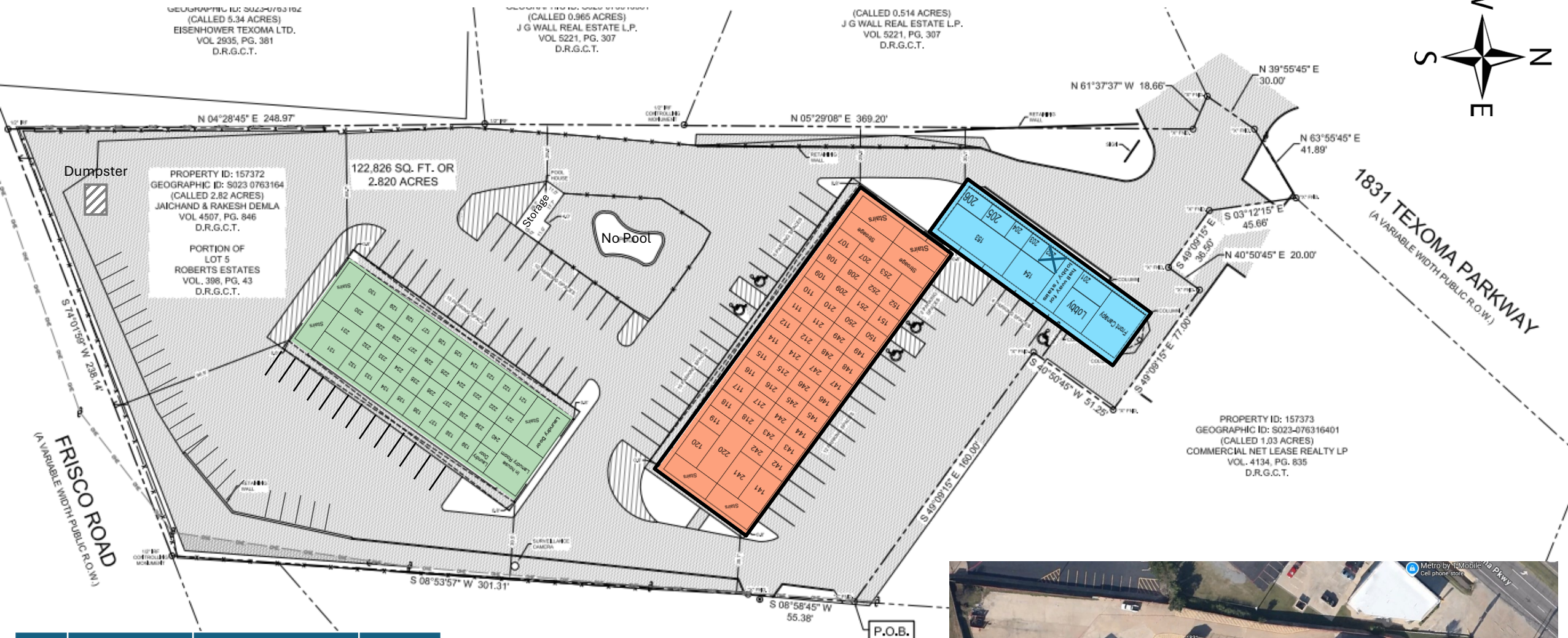
VICINITY MAP
N.T.S.

LEGEND
GAS METER
GAS VALVE
TELEPHONE PEDESTAL
POWER POLE
DOWN GUY
S.S. MAN HOLE
1/2" ORS 1/2" SET CAPPED IRON ROD
STAMPED 5596
CLEAN OUT
MONITORING WELL
TRAFFIC SIGNAL POLE
TRAFFIC SIGNAL BOX
SWB MAN HOLE
VAULT
STORM DRAIN MAN HOLE
FIRE HYDRANT
WATER METER
FUEL PORT
WATER VALVE
TRANSFORMER PAD
ELECTRIC BOX
TREE
SIGN
LIGHT POLE TYPICAL
FENCE
ONE-OVER HEAD ELECTRIC

BLUESTAR SURVEYING LLC
FIRM NUMBER 10147300
1013 CEDAR BREAK CT. 817-659-9206
CELEBRINE, TEXAS 76033
bluestarsurveying@att.net

JN 15-037 GF # 304091 DATE: 3/24/15

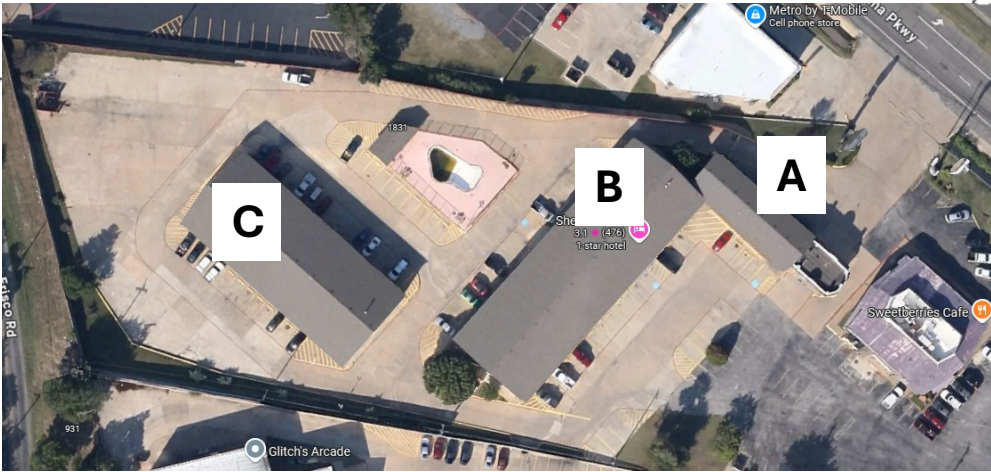
EXHIBIT B



Bldg	Room #s	Amenities	# of Units
A	153-154; 202-206	Canopy; Lobby; Storage	7
B	107-120; 141-152 207-220; 241-253	Guest Laundry; Storage	50
C	121-139; 221-240	House Laundry	39

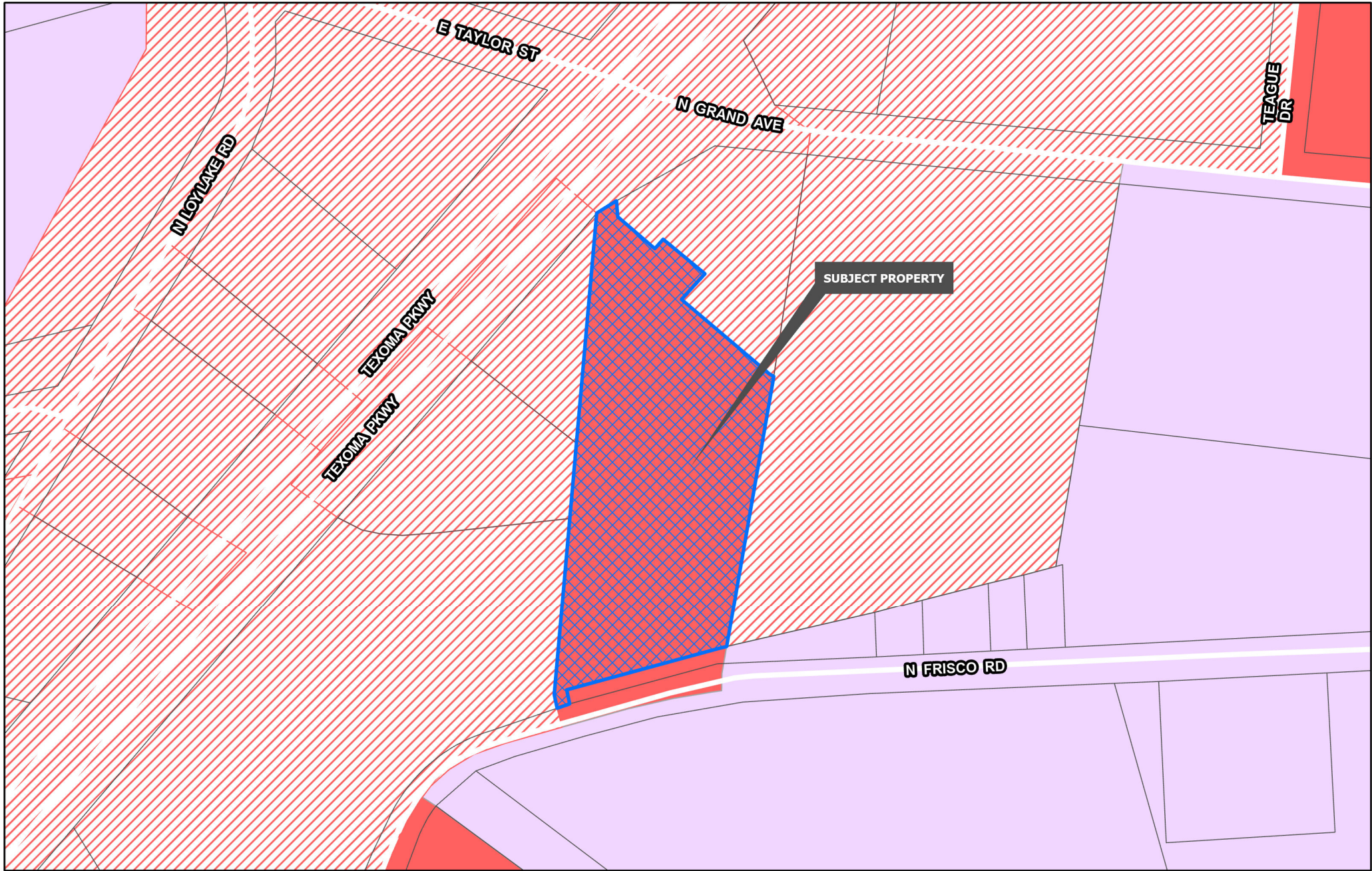
Parking Stalls: Existing – 81; additional spots can be striped on the southeast of the property (shown in Red). Existing parking sapce size is 9'x18'. However, new parking will be 9'x20'.

Sherman Inn and Suites
1831 Texoma Parkway
Sherman, TX 75090





Date: 11/29/2025 11:41 AM



 Planning & Zoning

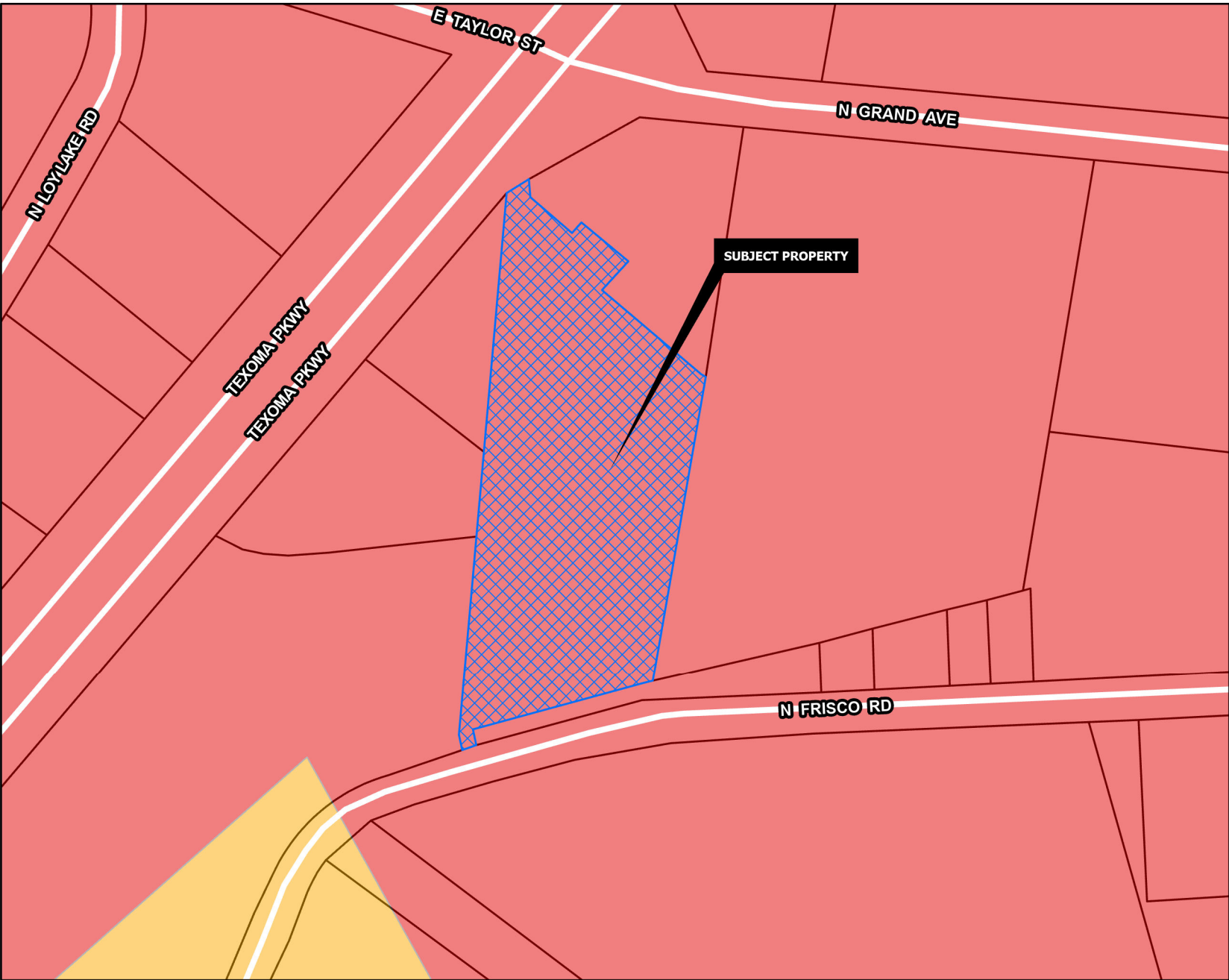
 R-A Residential Agricultural
 R-E Estate Residential
 R-12 Single Family Residential
 R-6 Single Family Residential
 R-5 Single Family Residential

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

 C-O Office
 C-1 Retail Business
 C-2 General Commercial
 M-1 Light Manufacturing
 M-1.5 Medium Manufacturing
 M-2 Heavy Manufacturing
 PD Planned Development

**CITY OF SHERMAN
ZONING MAP
1831 TEXOMA PKWY**





REGIONAL COMMERCIAL

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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





1831 Texoma Pkwy

NOTICE OF SPECIFIC USE PERMIT REQUEST

PROJECT #: 000244-2025

Planning & Zoning Map:



FOR MORE INFORMATION
CONTACT:

DEVELOPMENT SERVICES
903-892-7229

ORDINANCE NO. 6806

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A HOTEL OR MOTEL IN A C-1 (RETAIL BUSINESS) DISTRICT, LOCATED AT 1831 TEXOMA PARKWAY, CONSISTING OF 2.820 ACRES BEING IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS RASH VENTURES, LLC (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; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 1831 Texoma Parkway, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Hotel or motel, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property on **Exhibit A – Survey**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.

2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. (*Code of Ordinances Chapter 3.02(c)*)
3. Permanent residents are not permitted. Hotel guests shall not stay longer than 30 days.
4. The property must be properly maintained in a state of good repair and neat appearance.
5. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
6. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
7. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009(a)(1)(C)*)
8. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
9. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

10. Platting of the property is required. *Code of Ordinances Chapter 10.01.005; Texas Local Government Code Title 1, Sec. 212.004*
11. New drive approaches and sidewalks shall conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003(h)*

Additional Conditions:

12. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B**.
13. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded on the first anniversary of the effective date identified below, unless earlier terminated, rescinded, extended or renewed by separate action of the City Council. The owner of the property subject to the Specific Use Permit must receive City Council approval of an application to extend or renew the Specific Use Permit prior to the expiration thereof.

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

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

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

SECTION 6. That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 9. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

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

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

INTRODUCED on this the 21st day of January 2025.

ADOPTED on this the 21st day of January 2025.

EFFECTIVE DATE on this the 21st day of January 2025.

CITY OF SHERMAN, TEXAS

BY: 
SHAWN TEAMANN, MAYOR

ATTEST:

BY: 
LINDA ASHBY, CITY CLERK

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

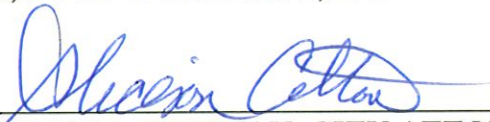
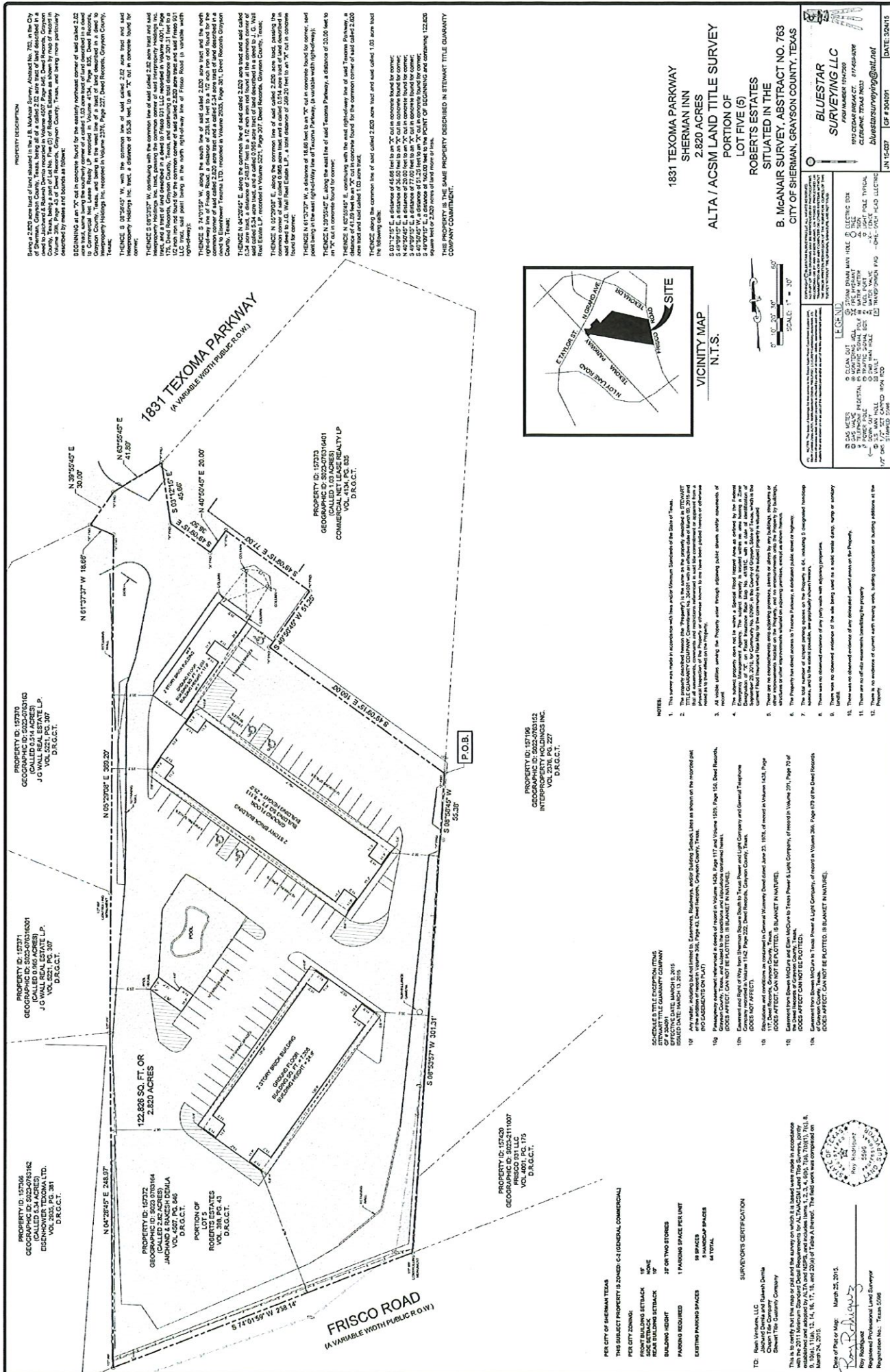
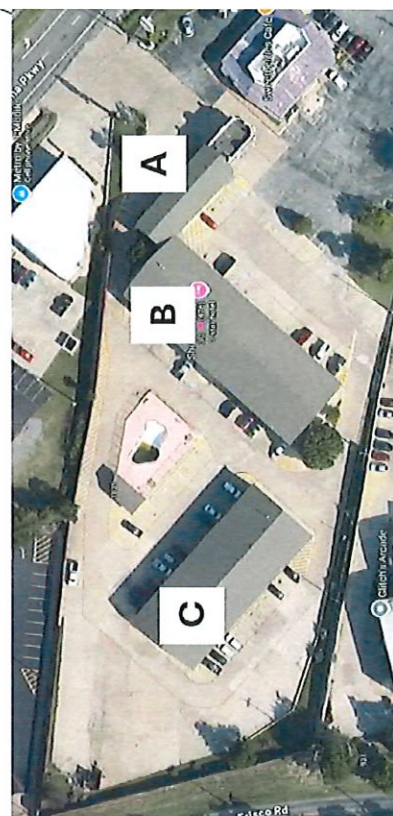
BY: 
~~RYAN D. PITTMAN, CITY ATTORNEY~~
Aliceson Cotton

EXHIBIT A





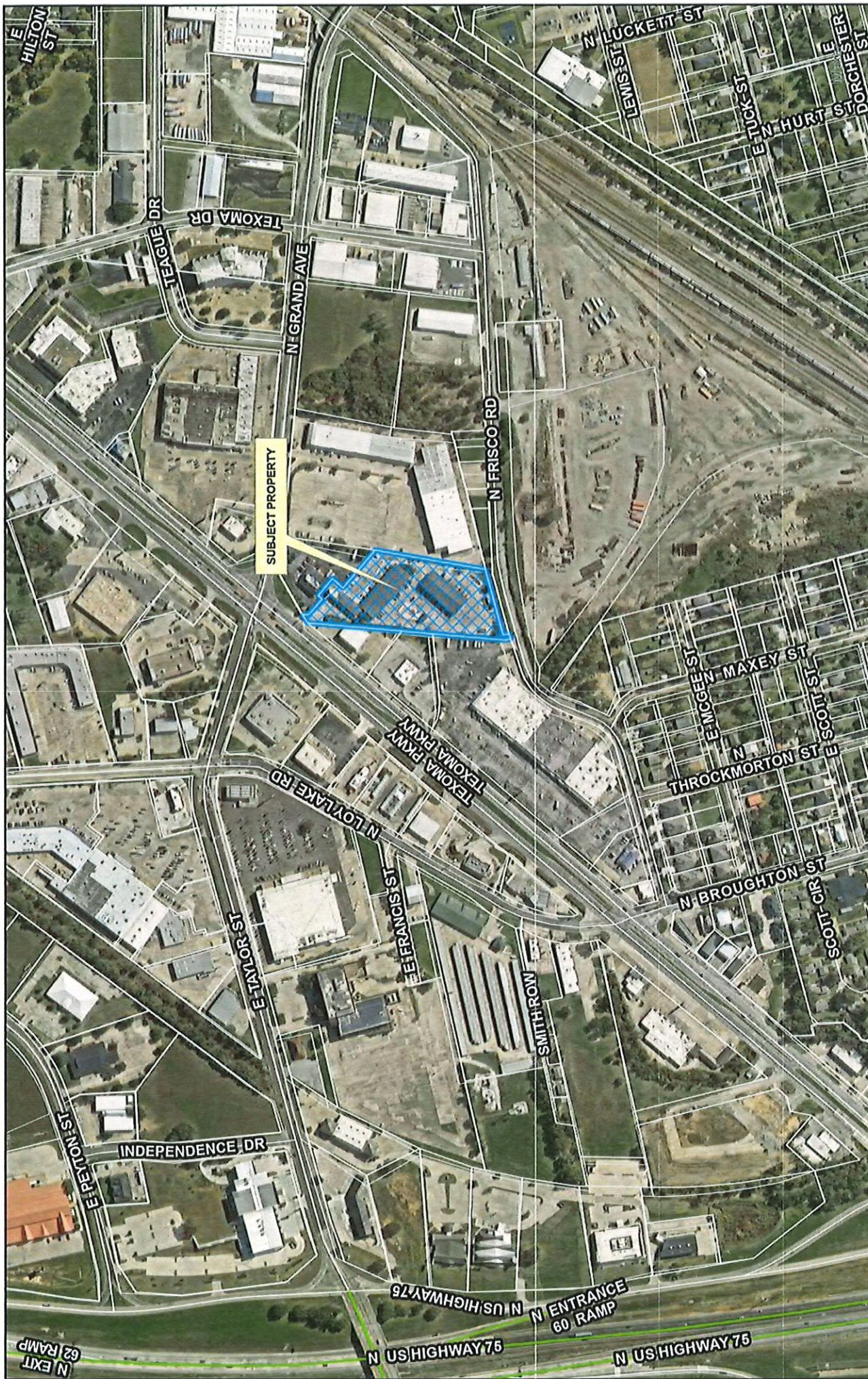
Sherman Inn and Suites
1831 Texoma Parkway
Sherman, TX 75090

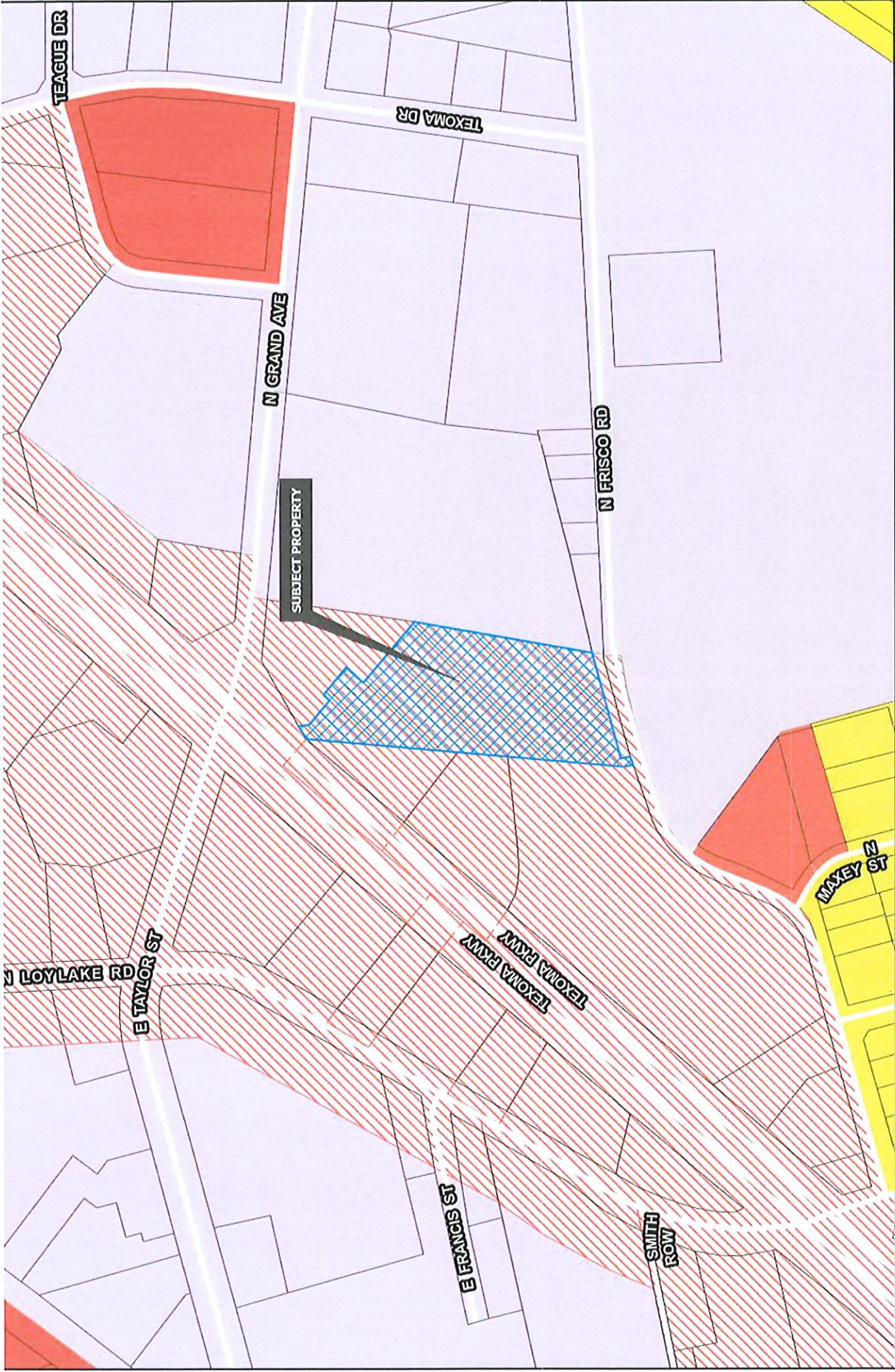
Bldg	Room #s	Amenities	# of Units
A	153-154; 202-206	Canopy; Lobby; Storage	7
B	107-120; 141-152 207-220; 241-253	Guest Laundry; Storage	50
C	121-139; 221-240	House Laundry	39

Parking Stalls: Existing – 81; additional spots can be striped on the southeast of the property (shown in Red). Existing parking space size is 9'x18'. However, new parking will be 9'x20'.



Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department



CITY OF SHERMAN
ZONING MAP
1831 TEXOMA PKWY

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

REGIONAL COMMERCIAL

Intent & Character

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

Appropriate Land Use Types

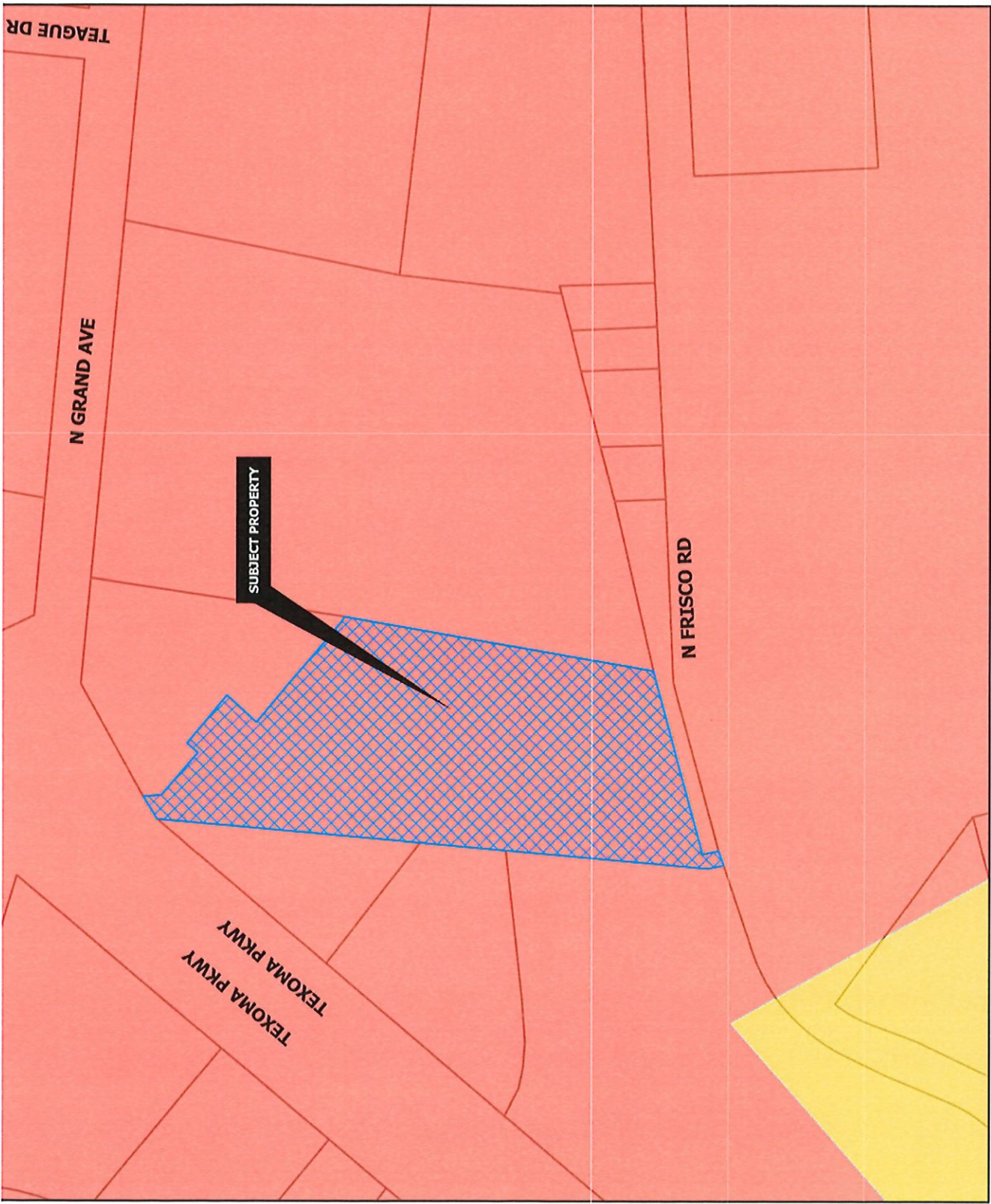
- Retail and Restaurants
- Multi-Family Living
- Office Complex
- Medical
- Mixed Use
- Indoor Entertainment

Compatible Zoning Districts

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

Considerations

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



Sherran
CLASSIC TOWN, BROAD HORIZON

NOTICE OF
PROPOSED ZONE CHANGE
AND SPECIFIC USE PERMIT
REQUEST

PROJECT #: 24-005835

Planning & Zoning Map:



FOR MORE INFORMATION
CONTACT:

DEVELOPMENT SERVICES
903-892-7229

12/05/2024 AT 2:44 P.M.

Building - B



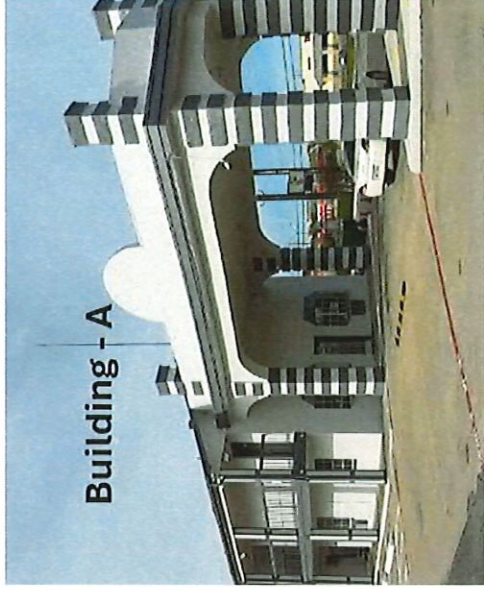
Building - C



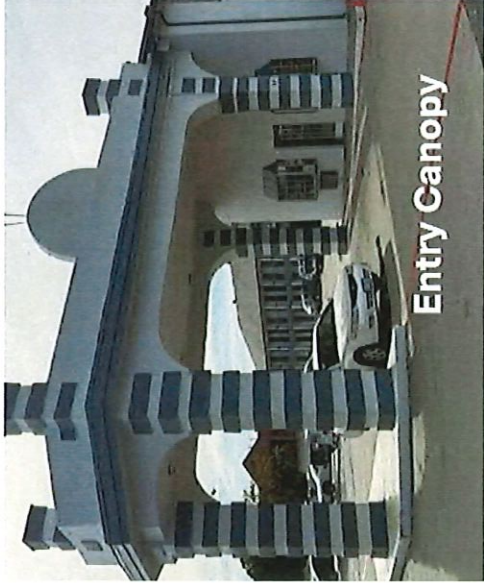
Building - B

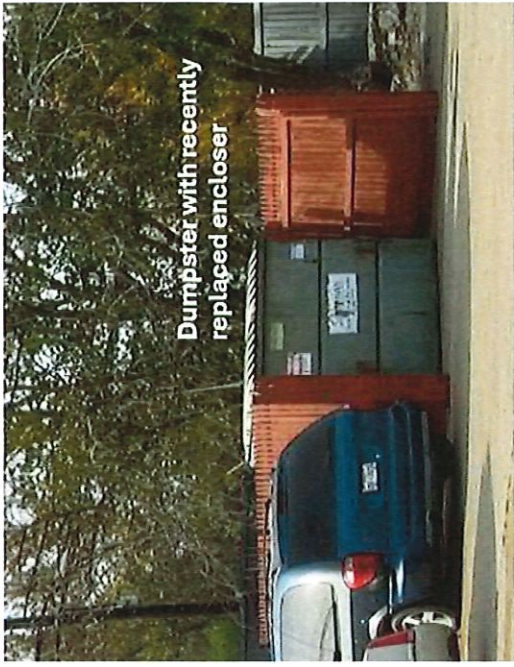


Building - A



Entry Canopy





Dumpster with recently replaced enclosure



Space for Additional Parking



Building Painting in Progress (12/02/24)



Recently painted Firelanes



SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D.2.

Meeting Date: 1/20/2026

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6914

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow Contractors Or Construction Offices, Equipment Sales, Service, Rental, And Repair, With Outdoor Storage, in a C-2 (General Commercial) District / Blalock Commercial Overlay District, Located At 3405 South Highway 75, Consisting Of 2.3328 Acres, Being Part Of The Preston Kitchens Survey, Abstract No. 667, City Of Sherman, Grayson County, Highway 75 LLC (Owner); Dean Taylor (Applicant); And Mayo Wright Consultants (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00

Issue:

Consideration of a Specific Use Permit for 2.3328 acres of land located at 3405 South Highway 75 to allow Contractors or Construction Offices, Equipment Sales, Service, Rental, and Repair, with Outdoor Storage in a C-2 (General Commercial) District/ Blalock Commercial Overlay District.

Background:

The property is located at 3405 South US Hwy 75. The owner is requesting a SUP to allow a Contractors or construction offices, equipment sales, service, rental, and repair, with outdoor storage. The previous business at this location was Equipment Depot. The owner is looking for a new tenant to move in at this location.

Capital Improvement Program:

N/A

Origination:

Highway 75 LLC (Owner); Dean Taylor (Applicant); And Mayo Wright Consultants (Surveyor).

Financial Consideration:

None

Staff Recommendation:

At the January 13, 2026, Special Called Meeting, the Planning and Zoning Commission 6/0 to recommend to City Council that the Specific Use Permit be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6914
2. Exhibit A
3. Exhibit B - Site Plan
4. Location Map
5. Zoning Map
6. Future Landuse Map
7. Property Notification Sign
8. Project Narrative

ORDINANCE NO. 6914

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14 AND GRANTING A SPECIFIC USE PERMIT TO ALLOW CONTRACTORS OR CONSTRUCTION OFFICES, EQUIPMENT SALES, SERVICE, RENTAL, AND REPAIR, WITH OUTDOOR STORAGE, IN A C-2 (GENERAL COMMERCIAL) DISTRICT/ BLALOCK COMMERCIAL OVERLAY DISTRICT, LOCATED AT 3405 SOUTH HIGHWAY 75, CONSISTING OF 2.3328 ACRES, BEING PART OF THE PRESTON KITCHENS SURVEY, ABSTRACT NO. 667, CITY OF SHERMAN, GRAYSON COUNTY, HIGHWAY 75 LLC (OWNER); DEAN TAYLOR (APPLICANT); AND MAYO WRIGHT CONSULTANTS (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 3405 South Highway 75, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to allow Contractors or Construction Offices, Equipment Sales, Service, Rental, and Repair With Outdoor Storage, in a C-2 (General Commercial) District/ Blalock Commercial Overlay District subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property on **Exhibit A – Survey**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. *(Article 3.04)*
3. Sign shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
4. 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)*
5. Outdoor storage of merchandise, equipment or materials, which is essential or incidental to the use and which is not on temporary display for the purpose of being immediately available for sale to the public at-large, shall be screened from all public thoroughfares and abutting uses. Stored merchandise shall not exceed the height of the screening device.
6. The lifts on the front-end loaders shall be stored in the down position.
7. No outside parking or storage of dismantled, junk or inoperable vehicles, equipment, wrecks, tires or parts are allowed.
8. 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.
9. The property must be properly maintained in a state of good repair and neat appearance.
10. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
11. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Sec. 14.06.009(a)(1)(C))*
12. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
13. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

14. Platting of the property is required prior to any building permits being issued for new additions. *Code of Ordinances Chapter 10.01.005; Texas Local Government Code Title 1, Sec. 212.004*
15. New drive approaches and sidewalks shall conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003(h); Engineering Design Standards Manual 2.5*

Fire Services

The following shall be corrected prior to approval of a site plan by the Fire Marshal's Office.

***No fire lanes are marked on the provided documents.**

16. [] 503.1.1 Amended - Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. Except for one- or two-family dwellings, the path of measurements shall be along a minimum ten

foot (10') wide level (not exceeding 3 percent grade) and unobstructed pathway around the external walls of the structure. (*Located In City Ordinances Amendments*)

17. [] 503.2.1 Amended - Fire apparatus access roads shall have an unobstructed width of not less than 24', exclusive of shoulders and an unobstructed vertical clearance of not less than 14'.
18. [] D103.3 Amended - The minimum turning radius shall be at least 25 feet radius unless roadway or fire lane exceeds minimum requirement of 24 feet or approved by fire code official. (*Located In City Ordinances Amendments*)
19. [] D103.4 Amended - Dead-end fire apparatus access roads in excess of 150' in length shall be provided with a 100' diameter cul-de-sac or 120' hammerhead at 24' wide fire lane. (*Located In City Ordinances Amendments*)
20. [] 503.7 Amended - Hose lay shall be measured from the centerline of the fire lane along an unobstructed and level path measuring 10 feet in width. (*Located In City Ordinances Amendments*)
The following are informational items only that may be applicable during construction but should not hold up approval of a site plan for zoning by the Fire Marshal's Office.
21. [] 506.1 Amended - Any new and existing buildings that have a fire sprinkler riser, standpipe system and/or a fire alarm control panel shall have a Knox key box that contains keys or a keycard to gain access to every door leading from the exterior of the building to the fire sprinkler riser, standpipe system and/or the fire alarm control panel. (*Located In City Ordinances Amendments*)

Additional Conditions:

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

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

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

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

SECTION 6. That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with

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

SECTION 8. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 9. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

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

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

INTRODUCED on this the 20th day of January 2026.

ADOPTED on this the 20th day of January 2026.

EFFECTIVE DATE on this the 20th day of January 2026.

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

SURVEY PLAT

TO ALL PARTIES INTERESTED IN PREMISES SURVEYED INCLUDING OLD REPUBLIC NATIONAL TITLE INS. CO., GRAVITAS NATIONAL TITLE LLC GF No. 101-25-00055-T, TBD (LENDER PLACEHOLDER), ALLUVION PARTNERS LLC: THIS IS TO CERTIFY THAT I HAVE THIS DATE, MADE A CAREFUL AND ACCURATE SURVEY ON THE GROUND OF THE PROPERTY LOCATED AT 3405 US HIGHWAY 75 IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS,

BEING all that certain tract or parcel of land situated In Grayson County, Texas, in the Preston Kitchens Survey, Abstract Number 667, as evidenced by the Deed to Highway 75, LLC recorded in Volume 3432, Page 366, Deed Records, Grayson County, Texas, and being more particularly as follows:

BEGINNING at the northwest corner of said Highway 75 LLC tract, the southwest corner of the Amy Hines tract (recording info not found) and on the east line of South U.S. Highway 75, a 1/2 inch iron rod found for corner;

THENCE N 75° 01' 21" E, along the common line of said Highway 75 LLC and Hines tracts, a distance of 594.05 feet to the southeast corner of the Mike Marks tract as recorded in Instrument No. 2017-24752 of said Deed Records and on the west line of Lot 2, Block 1 of the Constitution Village, a 1/2 inch iron rod found for corner

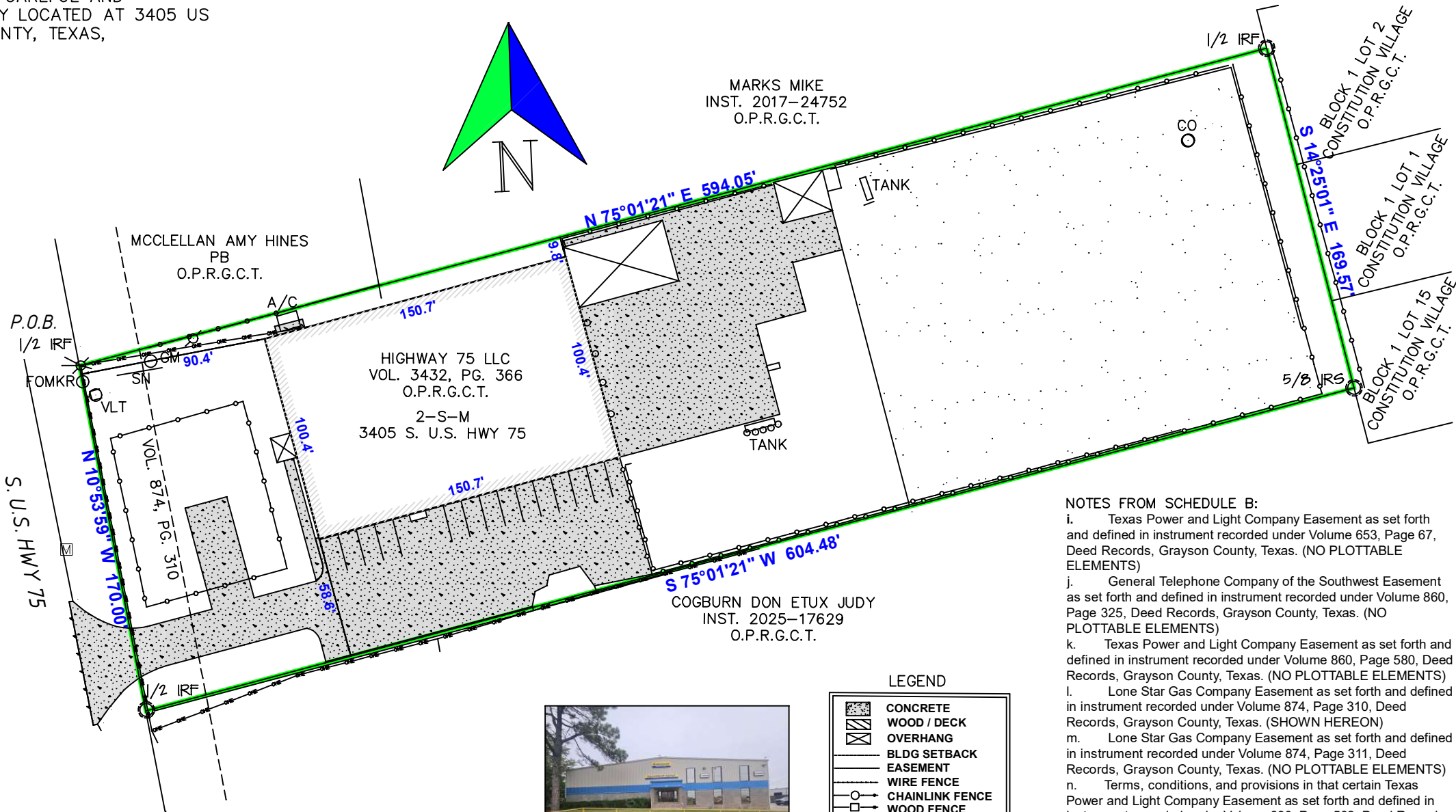
THENCE S 14° 25' 01" E, along the common line of said Highway 75 LLC and Constitution Village tracts, a distance of 169.57 feet to the northeast corner of the Don and Judy Cogburn tract as recorded in Instrument No. 2025-17629 of said Deed Records and on the west line of Lot 15, Block 1 of the Constitution Village, a 5/8 inch iron rod with cap stamped "MAYO-WRIGHT" set for corner;

THENCE S 75° 01' 21" W, along the common line of said Highway 75 LLC and Cogburn tracts, a distance of 604.48 feet to the northeast corner of said Cogburn tract and on said east line of South U.S. Highway 75, a 1/2 inch iron rod found for corner;

THENCE N 10° 53' 59" W, along said east line, a distance of 170.00 feet to the **POINT OF BEGINNING** and containing 101617.1678 square feet or 2.3328 acres of land within these metes and bounds as recited;

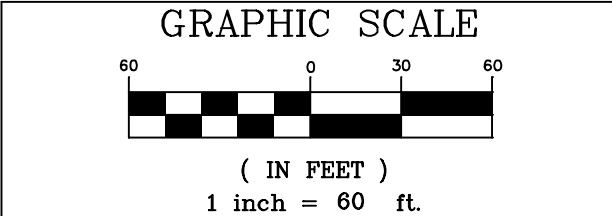
Notes:

1. All bearings are based on Texas State Plane Coordinate System, Zone 4202.
I, Brian C. Wright, Registered Professional Land Surveyor No. 4560, do hereby certify that the plat shown hereon was prepared from an actual survey made on the ground under my supervision and conforms to the Texas Board of Professional Engineering and Land Surveying minimum standards adopted September 30, 2020; the size, location and types of improvements are shown with setback dimensions where applicable. There are no apparent visible encroachments, conflicts or protrusions except as shown. All easements shown are per the reference plat unless noted otherwise. This plat was prepared specifically for the transaction referenced below. The undersigned assumes no responsibility for any other use.



NOTES FROM SCHEDULE B:
i. Texas Power and Light Company Easement as set forth and defined in instrument recorded under Volume 653, Page 67, Deed Records, Grayson County, Texas. (NO PLOTTABLE ELEMENTS)
j. General Telephone Company of the Southwest Easement as set forth and defined in instrument recorded under Volume 860, Page 325, Deed Records, Grayson County, Texas. (NO PLOTTABLE ELEMENTS)
k. Texas Power and Light Company Easement as set forth and defined in instrument recorded under Volume 860, Page 580, Deed Records, Grayson County, Texas. (NO PLOTTABLE ELEMENTS)
l. Lone Star Gas Company Easement as set forth and defined in instrument recorded under Volume 874, Page 310, Deed Records, Grayson County, Texas. (SHOWN HEREON)
m. Lone Star Gas Company Easement as set forth and defined in instrument recorded under Volume 874, Page 311, Deed Records, Grayson County, Texas. (NO PLOTTABLE ELEMENTS)
n. Terms, conditions, and provisions in that certain Texas Power and Light Company Easement as set forth and defined in instrument recorded under Volume 890, Page 562, Deed Records, Grayson County, Texas.
o. Terms, conditions, and provisions in that certain Water Line Easement as set forth and defined in instrument recorded under Volume 892, Page 407, Deed Records, Grayson County, Texas. (NO PLOTTABLE ELEMENTS)

Brian C. Wright 09/02/25
BRIAN C. WRIGHT, R.P.L.S. No. 4560



FLOOD STAMP
IT APPEARS THROUGH VISUAL INTERPOLATION THAT ACCORDING TO THE FLOOD INSURANCE RATE MAPS, PANEL NO. 48181C0405G, THIS PROPERTY IS NOT IN A FLOOD PRONE AREA, ZONE X
GRAVITAS NATIONAL TITLE LLC
G.F. NO.: 101-25-00055-T
PURCHASER: ALLUVION PARTNERS LLC

MW MAYO-WRIGHT CONSULTANTS
329 OAKS TRL. STE. 222
GARLAND, TEXAS 75043
972-346-5203
CONSULTANTS
WWW.MAYO-WRIGHT.COM
TBPLS FIRM No.: 10194516
PROJECT # 250359

EXHIBIT B

SURVEY PLAT

BEING all that certain tract or parcel of land situated in Grayson County, Texas, in the Preston Kitchens Survey, Abstract Number 667, as evidenced by the Deed to Highway 75, LLC recorded in Volume 3432, Page 366, Deed Records, Grayson County, Texas, and being more particularly as follows:

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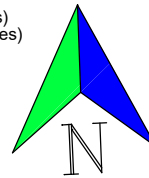
Notes:

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TO ALL PARTIES INTERESTED IN PREMISES SURVEYED INCLUDING: OLD
REPUBLIC NATIONAL TITLE INC. CO., GRATIVAS NATIONAL TITLE LLC GF No.
101-25-00055-T, TBD (LENDER PLACEHOLDER), ALLUVION PARTNERS LLC:
THIS IS TO CERTIFY THAT I HAVE THIS DATE, MADE A CAREFUL AND
ACCURATE SURVEY ON THE GROUND OF THE PROPERTY LOCATED AT 3405
US HIGHWAY 75 IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS.

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 1,3,4,6(a), 7(b), and 8 of Table A thereof. The fieldwork was completed on July 29, 2025.

Total Building SF: 15,130
Office SF: 2,000 (5 required parking spaces)
Warehouse SF: 13,130 (13 required parking spaces)



MARKS MIKE
INST. 2017-24752
O.P.R.G.C.T.

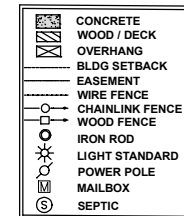
Existing landscape budffer (treeline)
across entire northern boundary

LELLAN AMY HINES
PB
O.P.R.G.C.T.

HIGHWAY 75 LLC
VOL. 3432, PG. 366
O.P.R.G.C.T.
2-S-M
3405 S. U.S. HWY 75
Building height: 23'

COGBURN DON ETUX JUDY
INST. 2025-17629
O.P.R.G.C.T.

LEGEND



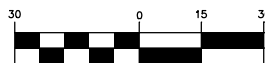
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- k. Texas Power and Light Company Easement as set forth and defined in instrument recorded under Volume 860, Page 580, Deed Records, Grayson County, Texas. (NO PLOTTABLE ELEMENTS)
- l. Lone Star Gas Company Easement as set forth and defined in instrument recorded under Volume 874, Page 310, Deed Records, Grayson County, Texas. (SHOWN HEREON) 30 OFFSET FROM ROW
- m. Lone Star Gas Company Easement as set forth and defined in instrument recorded under Volume 874, Page 311, Deed Records, Grayson County, Texas. (NO PLOTTABLE ELEMENTS)
- n. Texas Power and Light Company Easement as set forth and defined in instrument recorded under Volume 890, Page 562, Deed Records, Grayson County, Texas.
- o. Water Line Easement as set forth and defined in instrument recorded under Volume 892, Page 407, Deed Records, Grayson County, Texas. (NO PLOTTABLE ELEMENTS)

Brian C. Wright 09/02/25
BRIAN C. WRIGHT, R.P.L.S. No. 4560



GRAPHIC SCALE



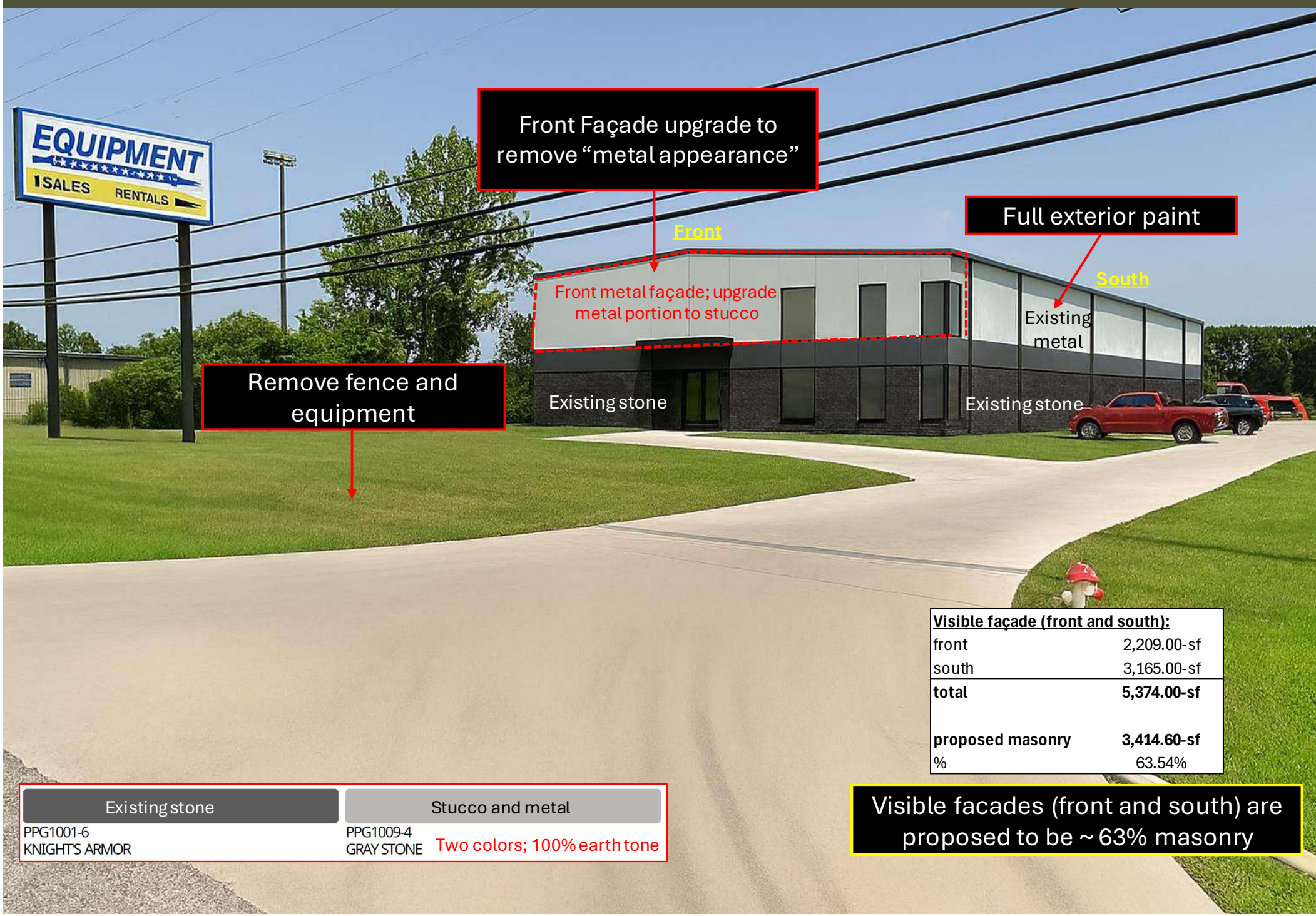
(IN FEET)
1 inch = 30 ft.

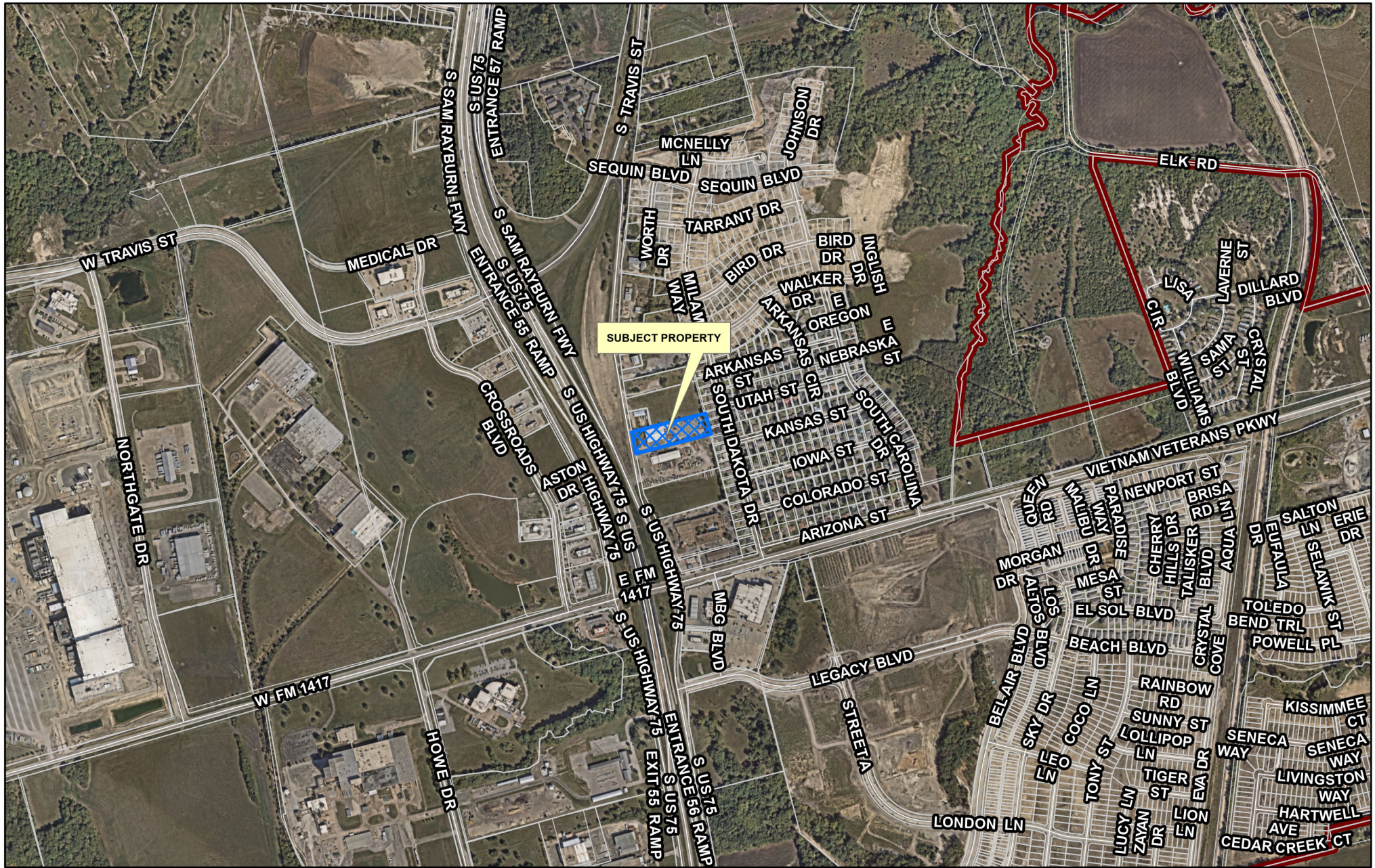
FLOOD STAMP
IT APPEARS THROUGH VISUAL INTERPOLATION
THAT ACCORDING TO THE FLOOD INSURANCE
RATE MAPS, PANEL NO. 48181C0405G, THIS
PROPERTY IS NOT IN A FLOOD PRONE AREA
ZONE X

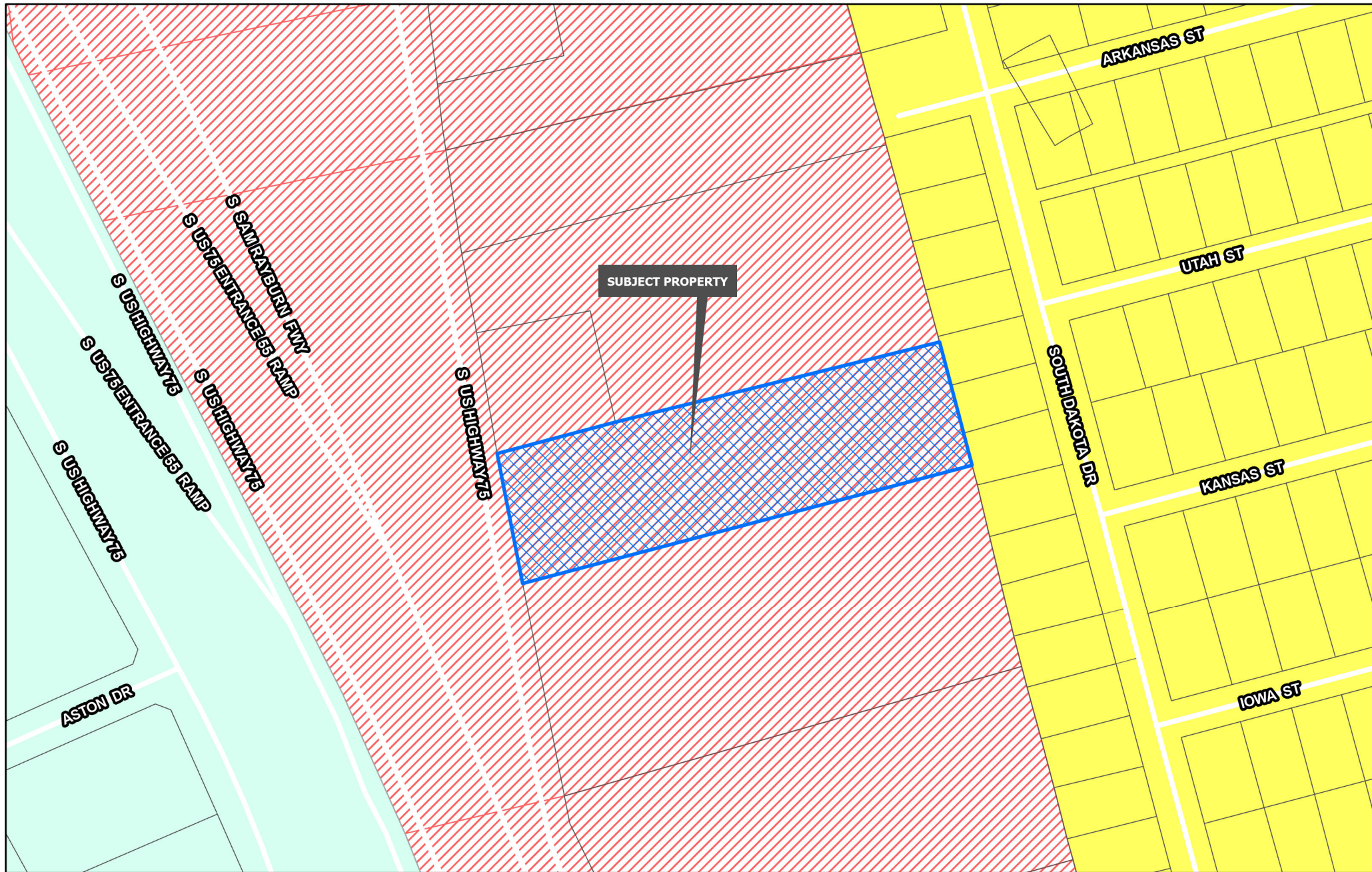
GRAVITAS NATIONAL TITLE LLC
G.F. NO.: 101-25-00055-T
PURCHASER: ALLUVION PARTNERS LLC

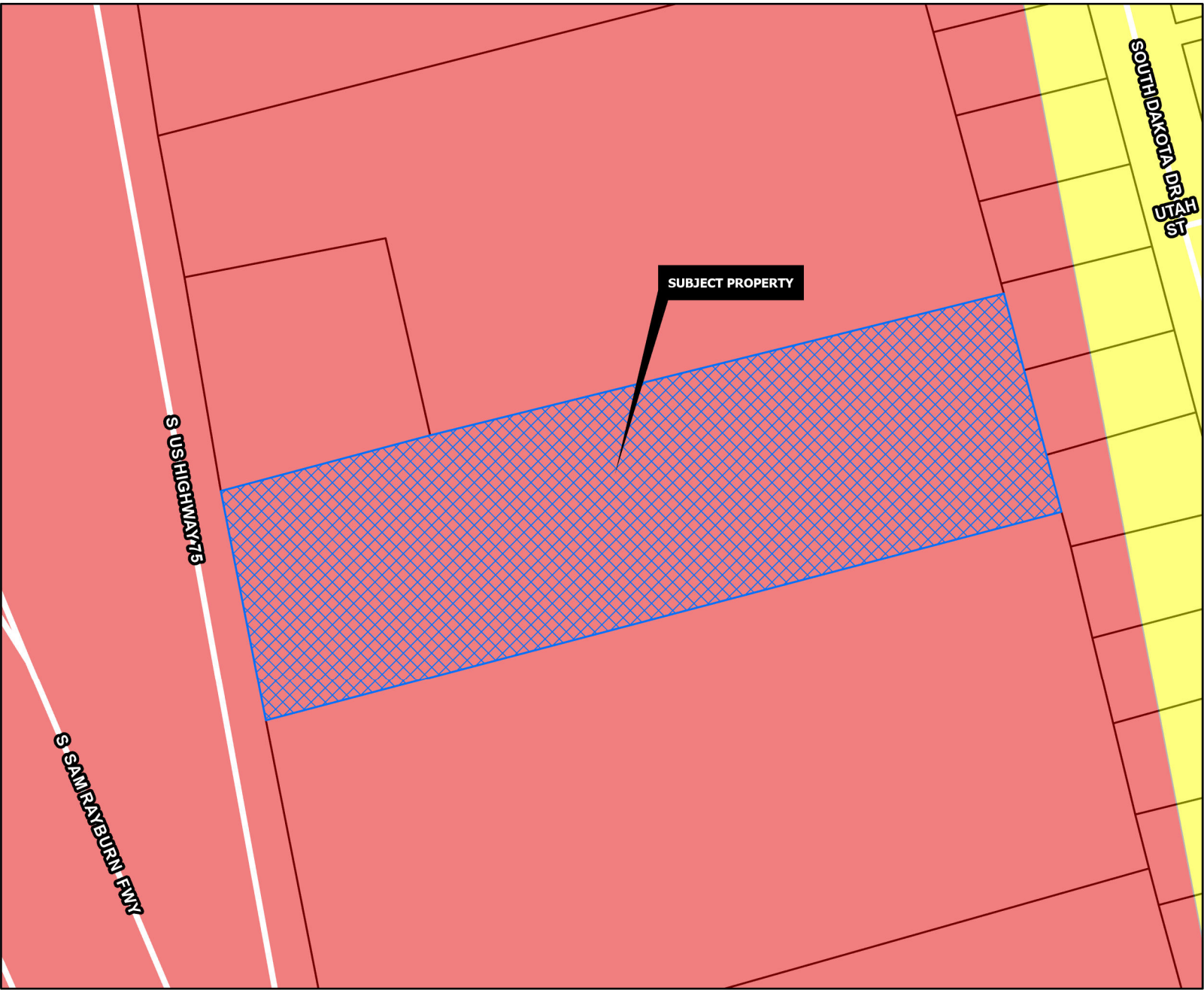
MW MAYO-WRIGHT CONSULTANTS
CONSULTANTS
329 OAKS TRL. STE. 222
GARLAND, TEXAS 75043
972-346-5203
WWW.MAYO-WRIGHT.COM
TBPLS FIRM No.: 10194516

PROJECT # 250359









REGIONAL COMMERCIAL

Intent & Character

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

- Appropriate Land Use Types**
- Retail and Restaurants
 - Multi-Family Living
 - Office Complex
 - Medical
 - Mixed Use
 - Indoor Entertainment

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

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



Project Narrative:

The subject property located at 3405 S. U.S. Highway 75 in Sherman, Texas, is an existing equipment sales and rental facility with an outside storage yard, currently leased to Equipment Depot, an equipment sales and rental company. The property was constructed in 1985 and has operated for decades in the same general use, supporting equipment-related and light commercial activities since its original development. The property is zoned C-2 (General Commercial District), and the applicant is requesting a Special Use Permit (SUP) to allow the continued operation of equipment rental, sales, and related building-supply uses consistent with the character and functionality of the existing facility.

The proposed use includes the rental, sale, and servicing of light construction equipment and building-supply materials, with associated outdoor storage of inventory such as forklifts, lifts, and similar machinery. Indoor portions of the building are used for office, storage, and light repair activities.

To improve the property's appearance and ensure compatibility with surrounding development, the applicant proposes several site upgrades, including:

- Front façade enhancements with updated architectural finishes to modernize the building's appearance and minimize the visual impact of the existing metal structure.
- A full exterior repainting to refresh and unify the building's overall look.
- Relocation of equipment and machinery to the rear of the site to reduce visibility from U.S. 75.
- Basic screening along the western fence using compliant fencing, landscaping, and other screening materials in accordance with City standards.

Similar Special Use Permits have been approved along the U.S. 75 and Texoma Parkway corridors where applicants paired continued commercial or equipment-related operations with façade upgrades, new paint, and enhanced screening. This proposal follows the same model by improving the building's street-facing appearance and bringing the site into closer alignment with the City's design and corridor improvement standards.

Approval of this Special Use Permit will allow the continued operation of an established business while delivering meaningful aesthetic upgrades to the property. The project will improve the visual environment along the U.S. 75 corridor and support the City of Sherman's ongoing efforts to promote high-quality redevelopment and investment within existing commercial areas.



City Council Regular Meeting

Agenda Item No. D.3.

Meeting Date: 1/20/2026

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6915

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow A Meeting Hall, In A C-2 (General Commercial) District Located At 5011 Texoma Parkway, Being Part Of Lot 1, Parkway Plaza Addition, City Of Sherman, Grayson County, Texas Sherman Junction Ltd (Owner); Tyler Hendon (Applicant); And David A Minton,(Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00

Issue:

Consideration of a Specific Use Permit for land located at 5011 Texoma Parkway to allow a Meeting Hall in a C-2 (General Commercial) District.

Background:

The property is located at 5011 Texoma Parkway. The applicant would like a Specific Use Permit to allow a meeting hall in a C-2 (General Commercial) District.

The proposed business, The Bellevue, will operate as a micro-event hall designed to host small gatherings. The venue will specialize in intimate micro-weddings, private birthday celebrations, and funeral repasses for immediate family members.

Capital Improvement Program:

N/A

Origination:

Financial Consideration:

None

Staff Recommendation:

At the Special Called Meeting the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Specific Use Permit be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6915
2. Exhibit A
3. Exhibit B - Site Plan
4. Location Map
5. Zoning Map
6. Future Landuse Map
7. Property Notification Sign
8. Elevation
9. Project Narrative

ORDINANCE NO. 6915

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14 AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A MEETING HALL, IN A C-2 (GENERAL COMMERCIAL) DISTRICT LOCATED AT 5011 TEXOMA PARKWAY, BEING PART OF LOT 1, PARKWAY PLAZA ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS SHERMAN JUNCTION LTD (OWNER); TYLER HENDON (APPLICANT); AND DAVID A MINTON,(SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 5011 Texoma Parkway, City of Sherman, Grayson County, Texas is granted a Specific Use Permit to allow a Meeting Hall, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property on **Exhibit A – Survey**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. (*Code of Ordinances Chapter 3.02(c)*)

3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Sec. 14.04.004*)
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Article 14.07*)
5. The property must be properly maintained in a state of good repair and neat appearance.
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. A Certificate of Occupancy must be obtained prior to occupancy of the structure.
8. Occupancy load shall be coordinated with the Building Official and Fire Marshal and must be posted conspicuously on the Certificate of Occupancy.
9. All parking must be on an improved surface.
10. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
11. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Kristy Neal is the owner or lessee of the property.
12. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009(a)(1)(C)*)
13. 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.
14. 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 Comments (Informational):

15. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*
16. New drive approaches and sidewalks shall conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003(h); Engineering Design Standards Manual 2.5*
17. Privately owned and maintained detention in accordance with City criteria may be required upon addition of impervious area. 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*

Solid Waste:

18. Solid Waste shall be coordinated with Solid Waste Services.
 - a. Dumpster enclosures shall adhere to zoning ordinance 14.04.004(4) and Article 13.06.

Additional Conditions:

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

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

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

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

SECTION 6. That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 9. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

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

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

INTRODUCED on this the 20th day of January 202.

ADOPTED on this the 20th day of January 2026.

EFFECTIVE DATE on this the 20th day of January 2026.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

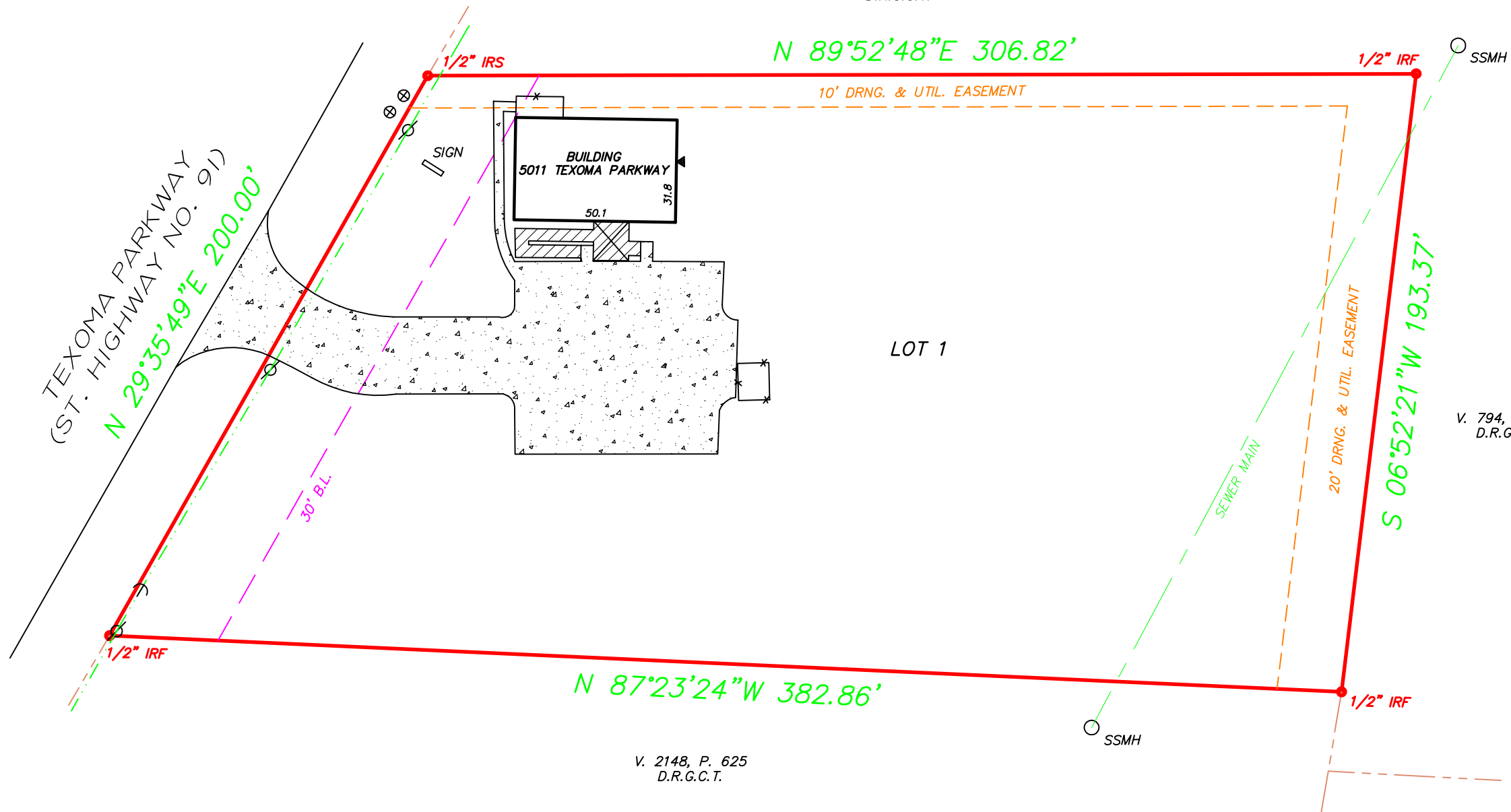
BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

V. 794, P. 305
D.R.G.C.T.



V. 2148, P. 625
D.R.G.C.T.

V. 794, P. 305
D.R.G.C.T.

DESCRIPTION

Lot 1 of PARKWAY PLAZA ADDITION, an Addition to the City of Sherman, Grayson County, Texas, according to the Plat thereof recorded in Volume 15, Page 90, of the Plat Records of Grayson County, Texas.

NOTES

- 1) BEARING SOURCE: Recorded Plat
- 2) Survey prepared with benefit of Title Commitment, G.F. No. 0123392 Effective Date sept. 26, 2016.

I, David W. Fite, Registered Professional Land Surveyor, State of Texas, do certify that the plat hereon was made from measurements performed on the ground, the lines and dimensions of said property being indicated by the plat, the improvements are within the boundaries of the property, set back from the property lines the distances indicated and there are NO VISIBLE EASEMENTS, ENCROACHMENTS CONFLICTS OR PROTRUSIONS, except as shown on the plat hereon.

David W. Fite
David W. Fite, R.P.L.S. No. 5837

LEGEND

Ø	POWER POLE
●	LIGHT POLE
⊖	ANCHOR
▼	ELEC. METER
●	GAS METER
⊗	WATER METER
⊙	WATER VALVE
⊕	FIRE HYDRANT
⌈	TELEPHONE PEDESTAL
⌈	CABLE PEDESTAL
⌈	SUBSURFACE UTILITY BOX
⌈	ELECTRIC TRANSFORMER

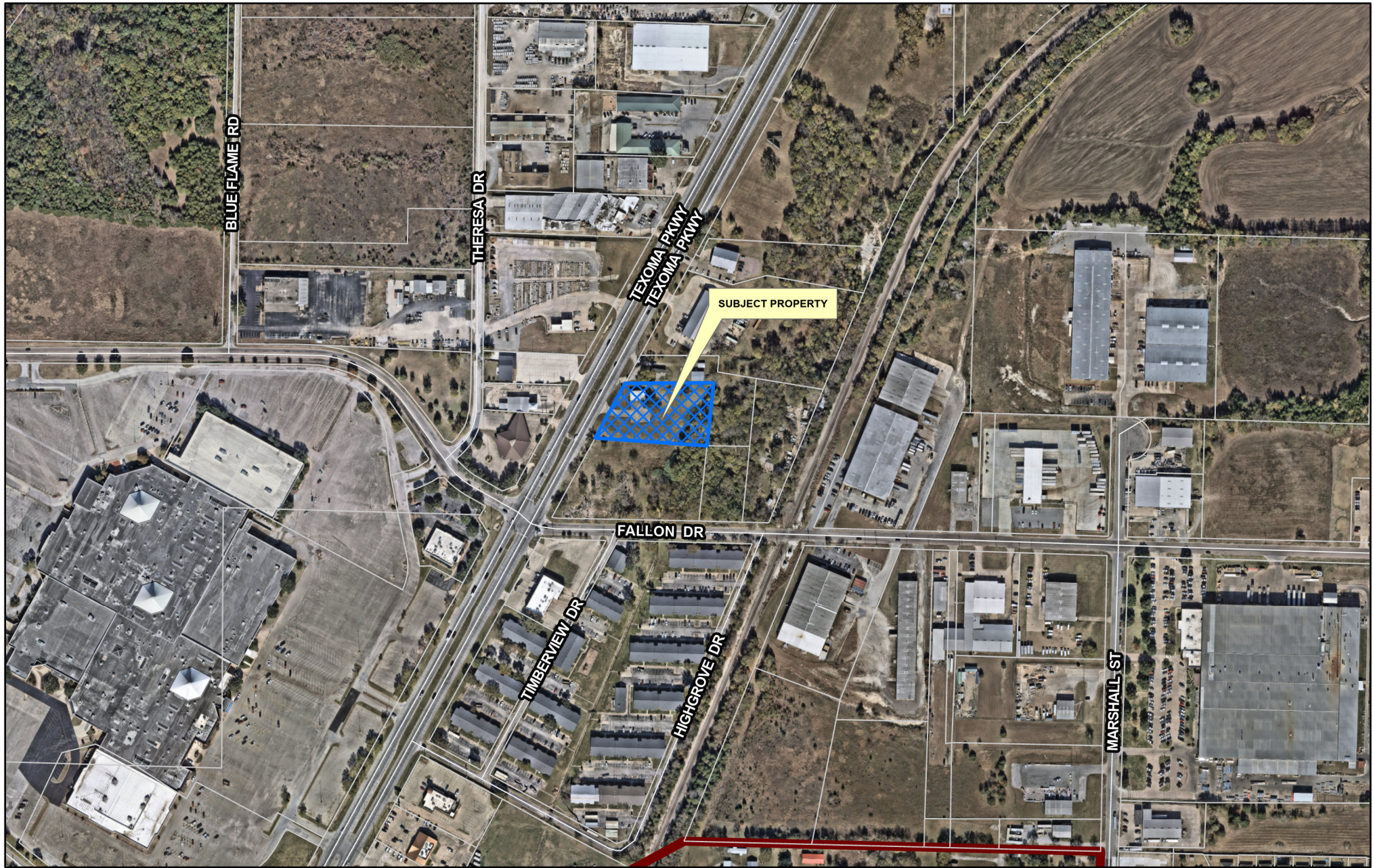
DAVID FITE SURVEYING

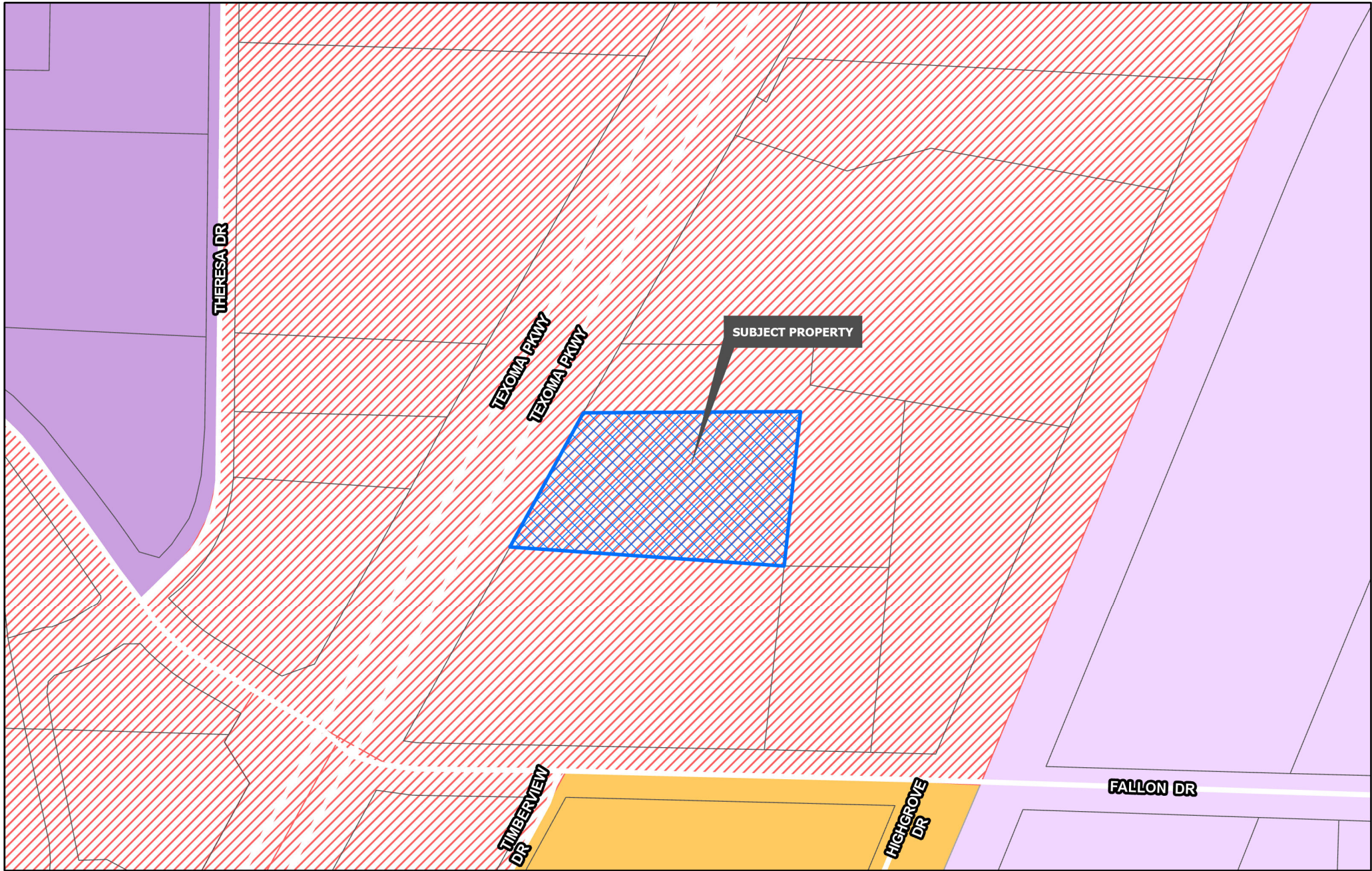
SCALE: 1" = 40'
JOB NO. DF160436
DRAWN: D.W.F.
DATE: 10-26-2016
GF NO. AL10
CHECK: D.W.F.
3480 COUNTY ROAD 3307
GREENVILLE, TX 75402
PH. NO. 903-355-8178
FAX NO. 903-454-7478
E-MAIL: davidfite@wildblue.net



EXHIBIT B







 Planning & Zoning

 R-A Residential Agricultural

 R-E Estate Residential

 R-12 Single Family Residential

 R-6 Single Family Residential

 R-5 Single Family Residential

 R-4 Patio Home Residential

 R-2F Duplex Residential

 R-TH Townhome Residential

 MF-15 Multi-Family Residential

 MF-30 Multi-Family Residential

 MH Manufactured Housing

 C-N Neighborhood Commercial

 C-O Office

 C-1 Retail Business

 C-2 General Commercial

 M-1 Light Manufacturing

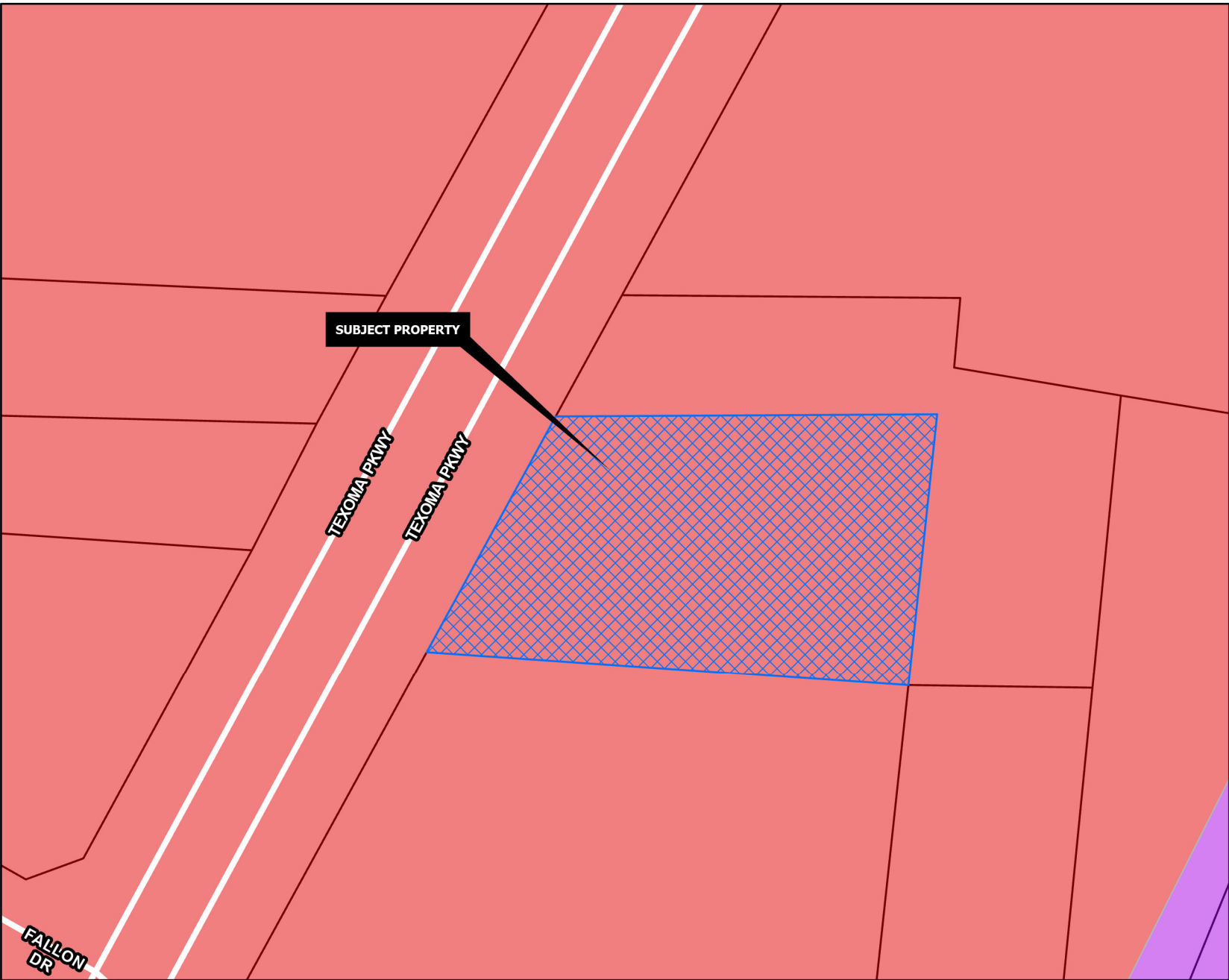
 M-1.5 Medium Manufacturing

 M-2 Heavy Manufacturing

 PD Planned Development

**CITY OF SHERMAN
ZONING MAP
5011 TEXOMA PKWY**





REGIONAL COMMERCIAL

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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



vacations
What's fun to you?

BB

ABOUT TRAVEL

5011

5011 Texoma Pkwy

Sherman
CLASSIC TOWN. BROAD HORIZON.

**NOTICE OF
SPECIFIC USE
PERMIT REQUEST**

PROJECT #: 000232-2025

Planning & Zoning Map:



**FOR MORE INFORMATION
CONTACT:**

**DEVELOPMENT SERVICES
903-892-7229**

PARKWAY PLAZA ADDITION

AN ADDITION TO THE CITY OF SHERMAN, TEXAS
BEING A PART OF THE D.C. SHELPS SURVEY, ABST. NO 1097
CONTAINING 1.46 ACRES OF LAND

LEGAL DESCRIPTION

Situated in the City of Sherman, County of Grayson, State of Texas, being a part of the D. C. Shelp Survey, Abstract No. 1097, and being the same property conveyed by Ernest Franklin Turner et al to George Saphy by deed dated August 23, 1956, recorded in Volume 842, Page 507, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod found maintaining the Southeast corner of the said Saphy tract, also being the Northeast corner of a 2.478 acre tract of land conveyed by Cheryl Vanner to Patricia Hazelwood by deed dated March 29, 1991, recorded in Volume 2148, Page 625, Real Property Records, Grayson County, Texas;

Thence North 87°23'24" West with the North line of the said 2.478 acre tract a distance of 383.03 feet to a 1/2" steel rod set in the East right-of-way line of Texoma Parkway, also known as State Highway No. 91;

Thence North 29°38'00" East with said right-of-way line a distance of 200.00 feet to a 1/2" steel rod set for corner;

Thence South 89°50'16" East a distance of 306.82 feet to a 1/2" steel rod set for corner;

Thence South 06°50'46" West, passing the beginning of an old fence and continuing with said fence for a total distance of 183.53 feet to the Point-of-Beginning and containing 1.46 acres of land more or less.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

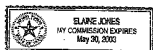
THAT We, the undersigned being the owners of the heretofore described property hereby adopt this plat designating said property as Parkway Plaza Addition, an addition to the City of Sherman, Texas, and does hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way may encumber or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easement strips and any public or private utility shall, at all times, have the right of ingress and egress to, from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing oil or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules, regulations and resolutions of the City of Sherman, Texas.

WITNES MY HAND this 9th day of Sept. 2002.
Dennis E. Reeves
Patricia A. Reeves

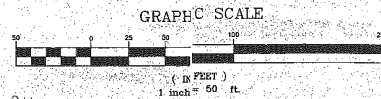
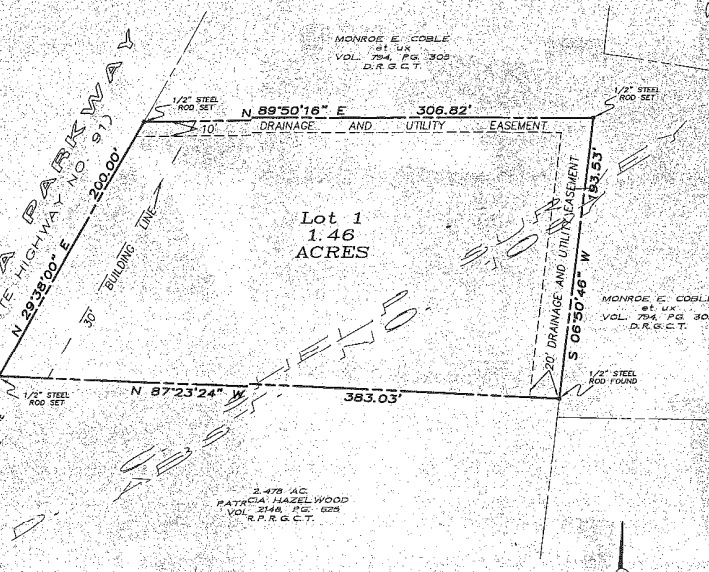
STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Dennis E. Reeves and Patricia A. Reeves, known to me to be those persons whose names are subscribed to the foregoing instrument acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of Sept. 2002.



OWNERS
DENNIS E. AND PATRICIA A. REEVES
5637 TEXOMA PARKWAY
SHERMAN, TEXAS
PHONE (903) 893-8888



FILED FOR RECORD
9-12-2002
at 11:30 o'clock AM
Recorded in Vol. 15 Page 20
SARA JACKSON
County Clerk, Grayson Co., Texas
By: [Signature]



3404 INTERURBAN ROAD DENISON, TEXAS 75020 (903) 465-2151

Approved this 9th day of July 1996 by the City Planning and Zoning Commission of the City of Sherman, Texas.
David M. Galt 9/10/02
Scott Shadden 9/10/02
Chairman Secretary

Accepted by the City Council of the City of Sherman
[Signature]
Mayor, City of Sherman, Texas 9/10/02
Date

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing plat of Parkway Plaza Addition, to the City of Sherman, Texas, was submitted to the City Council on the 10th day of July, 2002, for the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand and seal this 9th day of September, 2002.



Linda Ashby
City Clerk, City of Sherman, Texas

KNOWN ALL MEN BY THESE PRESENTS:

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



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

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Douglas W. Underwood, known to me to be the person whose name is subscribed to the foregoing instrument acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of Sept. 2002.



Elaine Jones
Notary Public in and for the State of Texas
Commission Expires: 5/20/03

SURVEYOR
DOUGLAS W. UNDERWOOD
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS
PHONE (903) 465-2151

Vol-15 Pg-90

The Bellevue

5011 Texoma Parkway
Sherman, Texas 75090

Date: November 5, 2025

To:

City of Sherman Department Services
Planning and Zoning Commission Board
317 S. Travis Street
Sherman, Texas 75090

Subject: Narrative Letter – Proposed Use and Renovation Scope for The Bellevue Micro-Event Hall

Dear Planning and Zoning Commission Board Members,

This letter serves as a formal narrative describing the proposed business use and planned improvements for the property located at 5011 Texoma Parkway, Sherman, Texas. The proposed business, **The Bellevue**, will operate as a **micro-event hall** designed to host small, elegant gatherings. The venue will specialize in **intimate micro-weddings, private birthday celebrations, and funeral repasses for immediate family members**, all within a refined and peaceful setting.

The intent of The Bellevue is to provide the Sherman community with a high-end, boutique-style event space that accommodates smaller guest counts while maintaining an atmosphere of elegance and comfort. The business model focuses on events typically ranging from 15 to 80 guests, ensuring minimal noise, traffic, and parking impact on the surrounding area.

Scope of Proposed Work:

The planned improvements are primarily interior and aesthetic in nature, with no structural modifications to the building's framework. The total interior space measures approximately **1,500 square feet**. The scope of work includes:

- Installation of new flooring throughout the interior space.
- Replacement of existing lighting fixtures with more elegant and energy-efficient options.
- Addition of supplemental lighting to enhance ambiance and functionality.
- Ceiling height adjustment, raising the ceiling approximately two feet to create a more open and inviting atmosphere.
- Relocation and removal of select electrical components as needed to accommodate the new layout.
- Removal of six non-structural partition walls to open the floor plan and improve spatial flow. These walls have outlets and light switches.
- Interior and exterior painting to refresh and modernize the appearance of the property.

Exterior and Landscape Improvements:

The exterior enhancements will focus on improving curb appeal and maintaining a well-kept, professional appearance. Planned updates include:

- Removal of existing overgrown shrubbery.
- Installation of new, low-maintenance, and visually appealing landscaping.

- Adjustment or addition to the existing irrigation system to support the new plantings and ensure efficient water use.

All proposed work will be completed in compliance with applicable city codes and regulations. The improvements are intended to enhance the property's aesthetic value while maintaining harmony with the surrounding neighborhood and commercial corridor.

The Bellevue aims to contribute positively to the Sherman community by offering a tasteful, small-scale venue that supports local families and businesses through meaningful gatherings and celebrations.

Thank you for your time and consideration of this proposal. Please feel free to contact me should additional information or clarification be required.

Additional notes:

Current Owner: Susan Bowman; mailing address is 2802 Persimmon Place Rowlett, TX 75088.

My Lease Term is 5 years.

Respectfully submitted,

Kristy N.Neal

Owner, The Bellevue (Business name pending)

5011 Texoma Parkway

Sherman, Texas 75090

972-901-0033

info@kristyneal.com



City Council Regular Meeting

Agenda Item No. D.4.

Meeting Date: 1/20/2026

Prepared By: Rob Rae, Developmental Services Director

Approved By:

Caption:

INTRODUCTION AND PUBLIC HEARING ORDINANCE NO. 6916

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 31.008 Acres Being A Part Of The Elizabeth Jones Survey, Abstract No. 6254, City Of Sherman, Grayson County, Texas, Located At 5200 Block West Houston Street And 201 Block South Friendship Road, Heretofore Zoned R-A (Residential Agricultural) District; Rezoning And Placing The Tract In The PD (Planned Development) District With A Base Zoning Of C-2 (General Commercial) District, Meyers Industrial Park/EMR Real Estate (Owner), Joshua Lincoln (Representative) And Preston Trail (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 31.008 acres of land located at 5200 Block West Houston Street and 201 Block South Friendship Road from and R-A (Residential Agricultural) District to PD (Planned Development) District.

Background:

The property is located at 5200 Block West Houston Street and 201 Block South Friendship Road. The owner would like a Zone Change from an R-A (Residential Agricultural) District to a PD (Planned Development).

This property was annexed into the Sherman city limits in 2016. At the time, the Meyers Industrial Park was already constructed and in operation. This property has existing non-conforming rights to continue to operate. However, the property owner is getting new businesses into the park, and with the current zoning as R-A, it is challenging to determine what is allowed and what is not allowed.

Staff has encouraged the property owner to request the zone change and apply for a Planned Development to provide flexibility for the uses that were in operation prior to annexation, while allowing the property to attract new businesses within the C-2 district.

Capital Improvement Program:

N/A

Origination:

Meyers Industrial Park/EMR Real Estate (Owner), Joshua Lincoln (Representative) And Preston Trail (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the January 13, 2026, Special Called Meeting the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Zone Change be approved.

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6916
2. Exhibit A
3. Exhibit B - Planned Development Regulations
4. Exhibit C
5. Location Map
6. Zoning Map
7. Future Landuse Map
8. Property Notification Sign
9. Project Narrative
10. Existing Business List
11. Support Letter

ORDINANCE NO. 6916

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 31.008 ACRES BEING A PART OF THE ELIZABETH JONES SURVEY, ABSTRACT NO. 6254, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 5200 BLOCK WEST HOUSTON STREET AND 201 BLOCK SOUTH FRIENDSHIP ROAD, HERETOFORE ZONED R-A (RESIDENTIAL AGRICULTURAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE PD (PLANNED DEVELOPMENT) DISTRICT WITH A BASE ZONING OF C-2 (GENERAL COMMERCIAL) DISTRICT, MEYERS INDUSTRIAL PARK/EMR REAL ESTATE (OWNER), JOSHUA LINCOLN (REPRESENTATIVE) AND PRESTON TRAIL (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 5200 Block West Houston Street and 201 Block South Friendship Road and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the PD (Planned Development) of Meyers Industrial Park, 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 20th day of January 2026.

ADOPTED on this the 20th day of January 2026.

EFFECTIVE DATE on this the 20th day of January 2026.

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 PITTMAN, CITY ATTORNEY

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.



All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

MATCHLINE 'A'

E. DEEVER SURVEY
ABSTRACT NO. 358

CALLED 5.02 ACRES
DON CHARLES WHITLEY
VOL. 5889, PG. 85
O.R.G.C.T.

CALLED 5.19 ACRES
PATRICIA M. DIETERICH &
EDWARD F. DIETERICH
TRACT ONE
VOL. 3580, PG. 246
O.R.G.C.T.

CALLED 4.28 ACRES
CALLED 35' FRIENDSHIP ROAD
R.O.W. DEDICATION
(2995-339)

CALLED 5.19 ACRES
PATRICIA M. DIETERICH &
EDWARD F. DIETERICH
TRACT TWO
VOL. 3580, PG. 246
O.R.G.C.T.

CALLED 5.28 ACRES
PATRICIA M. DIETERICH &
EDWARD F. DIETERICH
TRACT THREE
VOL. 3580, PG. 246
O.R.G.C.T.

Certify to: Kenneth Meyers, John Ray;

I, Chris R. Noah, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this survey has been prepared from an actual on-the-ground survey of the premises depicted hereon and described in the land description attached hereto, conducted under my direction and supervision on 02/28/2020, and there are no discrepancies, conflicts, shortages in area or boundary line conflicts, or any intrusions of visible improvements from adjoining tracts, or protrusions of visible improvements onto adjoining tracts, to the best of my knowledge and belief, except as shown. I further certify that this survey meets or exceeds the minimum standards established by the Texas Board of Professional Land Surveying.

Chris R. Noah, R.P.L.S. No. 6585

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

GENERAL NOTES:

- This survey was completed without the benefit of a title commitment. Easements and/or other matters of record may affect the surveyed property. The Surveyor did not perform an Abstract of Title.
- Abstract lines shown are approximate.

JASON STAMPS SURVEY
ABSTRACT NO. 1115

LEGEND

FOUND MONUMENT	INST. NO.	INSTRUMENT NO.
SET MONUMENT	ACU	AC UNIT
1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET	CMP	CORRUGATED METAL PIPE
IRSC	RCP	REINFORCED CONCRETE PIPE
IRFC	E	ELECTRIC METER
IRFC	U	UTILITY/POWER POLE
IRFC	C	CUT
RSP	T	TELEPHONE BOX
WYCP	B	BURIED TELEPHONE MARKER
BRS	N	NATURAL GAS METER
CM	B	BURIED NATURAL GAS MARKER
()	D	FIRE HYDRANT
R.O.W. RIGHT-OF-WAY	W	WATER VALVE
P.R.G.C.T.	C	CATV BOX
GRAYSON COUNTY, TEXAS	C.O.	CLEAN OUT
D.R.G.C.T.	B	BOUNDARY LINE
GRAYSON COUNTY, TEXAS	A	ADJOINER LINE
O.R.G.C.T.	---	ABSTRACT LINE APPROXIMATE
GRAYSON COUNTY, TEXAS	---	WIRE FENCE
R.P.R.G.C.T.	---	CHAIN LINK FENCE
GRAYSON COUNTY, TEXAS	---	ASPHALT
VOL., PG.	---	OVERHEAD ELECTRIC UTILITY

LEGAL DESCRIPTION

BEING all of that certain tract or parcel of land situated in the Elizabeth Jones Survey, Abstract No. 625, and Jason Stamps Survey, Abstract No. 1115, City of Sherman, Grayson County, Texas, and being a re-entrancement survey of a called 29.457 acre tract of land described in the deed to Kenneth R. Meyers, recorded in Volume 2740, Page 559, Official Records, Grayson County, Texas, and being a re-tracement survey of a called 1.50 acre tract of land described in the deed to EMR Real Estate, LLC, recorded in Instrument No. 2020-13054, Official Records, Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the southeast corner of said 29.457 acre tract, common to the southwest corner of Lot 7 in Block One of Seasons West Addition, Phase One, according to the plat thereof recorded in Volume 15, Page 77, Plat Records, Grayson County, Texas, and on the northerly line of a called 68.642 acre tract of land described in the deed to East Side Ventures Limited Partnership, recorded in Volume 5676, Page 606, said Official Records;

THENCE South 75°21'19" West, with the southerly line of said 29.457 acre tract, and with the northerly line of said 68.642 acre tract, along or near a fence, a distance of 1369.57 feet to a railroad spike found for the southwest corner of said 29.457 acre tract, common to the northwest corner of said 68.642 acre tract, and on the easterly line of a 35-foot Right-of-way Dedication for Friendship Road (called 4.28 acres), recorded in Volume 2995, Page 539, said Official Records, and in Friendship Road (no record found);

THENCE North 01°13'02" West, with a westerly line of said 29.457 acre tract, and with the easterly line of said 4.28 acre tract, and in said Friendship Road, a distance of 878.53 feet to a railroad spike found for the western-most northwest corner of said 29.457 acre tract, common to the southwest corner of a called 3.87 acre tract of land described in the deed to Don Charles Whitley, recorded in Volume 5485, Page 49, said Official Records;

THENCE North 86°49'17" East, with a northerly line of said 29.457 acre tract, and with the southerly line of said 3.87 acre tract, a distance of 329.80 feet to a 1/2-inch iron rod with an illegible cap found for a re-entrant corner of said 29.457 acre tract, common to the southeast corner of said 3.87 acre tract;

THENCE North 01°10'45" West, with a westerly line of said 29.457 acre tract, and with the easterly line of said 3.87 acre tract, a distance of 551.63 feet to a 1/2-inch iron rod found for the northern-most northwest corner of said 29.457 acre tract, common to the northeast corner of said 3.87 acre tract, and on the southerly line of a called 0.52 of an acre tract of land described in the deed to State of Texas, recorded in Volume 345, Page 378, Deed Records, Grayson County, Texas, and with the southerly right-of-way line of West State Highway 56;

THENCE North 74°52'32" East, with a northerly line of said 29.457 acre tract, and with the southerly line of said 0.52 acre tract, and with the southerly right-of-way line of said West State Highway 56, a distance of 240.57 feet to a 5/8-inch iron rod found for a salient corner of said 29.457 acre tract, common to the northwest corner of a called 1.00 acre tract of land described in the deed to Jorge Adalberto Gonzalez and Earnestine Emily Jackson, recorded in Volume 4851, Page 186, said Official Records;

THENCE South 15°05'00" East, with an easterly line of said 29.457 acre tract, and with the westerly line of said Gonzalez Tract, along or near a fence, a distance of 156.82 feet to a 1-inch iron pipe found for a re-entrant corner of said 29.457 acre tract, common to the southwest corner of said Gonzalez Tract;

THENCE North 74°55'00" East, with a northerly line of said 29.457 acre tract, and with the southerly line of said Gonzalez Tract, along or near a fence, a distance of 129.81 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" (hereinafter referred to as Capped Iron Rod) set for a salient corner of said 29.457 acre tract, common to the southeast corner of said Gonzalez Tract,

and on the westerly line of a called 1.00 acre tract of land described in the deed to G. Tommy Bastian, recorded in Volume 4291, Page 662, said Official Records;

THENCE South 15°01'10" East, with an easterly line of said 29.457 acre tract, and with the westerly line of said Bastian Tract, along or near a fence, a distance of 278.43 feet to a Capped Iron Rod set for a re-entrant corner of said 29.457 acre tract, common to the southwest corner of said Bastian Tract;

THENCE North 75°25'46" East, with a northerly line of said 29.457 acre tract, and with the southerly line of said Bastian Tract, along or near a fence, a distance of 100.00 feet to a wood fence corner post found for a re-entrant corner of said 29.457 acre tract, common to the southeast corner of said Bastian Tract;

THENCE North 15°04'29" West, with a westerly line of said 29.457 acre tract, and with the easterly line of said Bastian Tract, along or near a fence, a distance of 436.11 feet to a 1/2-inch iron rod found for a salient corner of said 29.457 acre tract, common to the northeast corner of said Bastian Tract, and on the southerly line of aforesaid 0.52 acre tract, and on the southerly right-of-way line of aforesaid West State Highway 56;

THENCE North 74°52'32" East, with a northerly line of said 29.457 acre tract, and with the southerly line of said 0.52 acre tract, and with the southerly right-of-way line of said West State Highway 56, a distance of 50.59 feet to a Capped Iron Rod set for the northern-most northeast corner of said 29.457 acre tract, common to the northwest corner of a called 1.50 acre tract;

THENCE North 74°35'19" East, with a northerly line of said 1.50 acre tract, and with the southerly line of said 0.52 acre tract, and with the southerly right-of-way line of said West Houston Street, a distance of 149.72 feet to a 3/8-inch iron rod with plastic cap stamped "BROOKS" found for the northern-most northeast corner of said 1.50 acre tract, common to the northwest corner of a called 0.75 acre tract of land described in the deed to John D. Sanford recorded in Volume 5009, Page 839, said Official Records, and common to the southeast corner of said 0.52 acre tract;

THENCE South 15°06'52" East, with an easterly line of said 1.50 acre tract, and with the westerly line of said 0.75 acre tract, a distance of 171.67 feet to a 3/8-inch iron rod with plastic cap stamped "BROOKS" found for the southwest corner of said 0.75 acre tract;

THENCE North 74°48'14" East, with a northerly line of said 1.50 acre tract, and with the southerly line of said 0.75 acre tract, a distance of 35.02 feet to a 1/2-inch iron pipe found for the eastern-most northeast corner of said 1.50 acre tract, common to the western-most northwest corner of aforesaid Block One of Seasons West Addition.

THENCE South 15°10'27" East, with an easterly line of said 1.50 acre tract, and with the westerly line of said Block One of Seasons West Addition, a distance of 213.84 feet to a 3/8-inch iron rod with plastic cap stamped "BROOKS" found for the eastern-most northeast corner of said 29.457 acre tract, common to the southeast corner of said 1.50 acre tract, and on the westerly line said Block One of Seasons West Addition;

THENCE South 15°15'28" East, with an easterly line of said 29.457 acre tract, and with the westerly line of said Block One of Seasons West Addition, a distance of 599.32 feet to a Capped Iron Rod set for corner;

THENCE South 14°50'36" East, continuing with an easterly line of said 29.457 acre tract, and with the westerly line of said Block One of Seasons West Addition, a distance of 335.48 feet to the POINT OF BEGINNING and enclosing 31.008 acres (1,350, 715 square feet) of land, more or less.

MEYER'S INDUSTRIAL PARK
E. JONES SURVEY, ABSTRACT NO. 625
JASON STAMPS SURVEY, ABSTRACT NO. 1115
29.508 ACRES
City of Sherman, Grayson County, Texas

Preston Trail
LAND SURVEYING

18P.L.S. Firm No.
1019475
Drawn by: BWH
Checked by: CRN
Scale: 1"=50'
Date: 03/01/2020
Project No.: 20-004
Sheet No.: 2 of 2

PLANNED DEVELOPMENT DESIGN STATEMENT

Meyers Industrial Park

The design, development and use of the Property shall comply with this Ordinance, Sherman's Zoning Ordinance, the Zoning Exhibit, attached hereto as Exhibit C, and the following development standards:

A. Base District:

The Property shall be developed and used in accordance with the regulations applicable to the C-2 (General Commercial) district of the Zoning Ordinance, as it exists or may be amended, subject to the standards set forth herein, and further provided that the following land uses on the Property shall be subject to the regulations set forth in the Use Chart below, notwithstanding any statement to the contrary in the Zoning Ordinance, as it exists or may be amended:

B. Use Chart:

Use Type	Meyers Industrial Park PD
Agricultural Uses:	
Farm equipment sales, service, repairs, feed store	P
Recreation and Entertainment Uses:	
Sexually oriented businesses	
Commercial, Retail, and Service Uses:	
Automobile, motorcycle, boat, or trailer sales, new or used	P [1]
Automobile repair, body work, or painting	P [2]
Contractors or construction offices, equipment sales, service, rental and repair, with outdoor storage	P
Secondhand store or rummage shop	P
Wholesale establishment, including storage	P
Manufacturing and Industrial Uses:	
Food products, manufacturing, processing, or storage	P

Furniture and upholstery manufacturing	P
Heavy equipment, storage, repair and sales, earth moving	SUP
Industrial and manufacturing plants (apparel, drugs and pharmaceuticals, electronic, plastic, or similar products manufacture)	P
Industrial and manufacturing plants (automobiles, motorcycles, trucks or trailers, boats, vehicle parts or similar products manufacture)	P
Junk, salvage yard, or wrecking service	
Machine shop or welding	P
Outdoor Storage	P [3]
Portable storage containers	P [3]
Trucking, carting, crating, express handling, and storage	P
Warehousing	P

Legend for Use Chart

P - Use is permitted by right in district indicated.

[BLANK] – Use is prohibited in district indicated.

SUP - Use is permitted in district only upon approval of a specific use permit.

[1] - Automobile, motorcycle, boat, or trailer sales, new or used – Indoor showroom sales permitted by right. Outdoor car lots or outdoor showrooms allowed only upon approval of a specific use permit.

[2] - Automobile repair, body work, or painting – Permitted by right for all buildings not facing a public street. Automobile repair, body work, or painting businesses facing a public street allowed only upon approval of a specific use permit.

[3] – Outdoor storage & portable storage containers – The storing of business property may be permitted in the side and rear yard of a lot so long as it is fully screened from adjacent properties and not visible from any public street right-of-way.

C. District Regulations:

The dimensional regulations shall be per C-2 except where noted:

1. Building Setbacks

The minimum building setbacks are as follows:

- Thoroughfare Street Setback
 - State Highway 56: 25'
 - Friendship Road: 25'
- Front, Rear, and Side Setbacks
 - North: 15' (along Scharff Crane Rental site)
 - South: 25' (maintain building line of existing metal structures)
 - East: 60' (25' where property jogs at northeast corner to maintain building line of existing metal structures)
 - West: 15' (along Scharff Crane Rental site)
- Refer to attached Setbacks Exhibit for additional clarification.

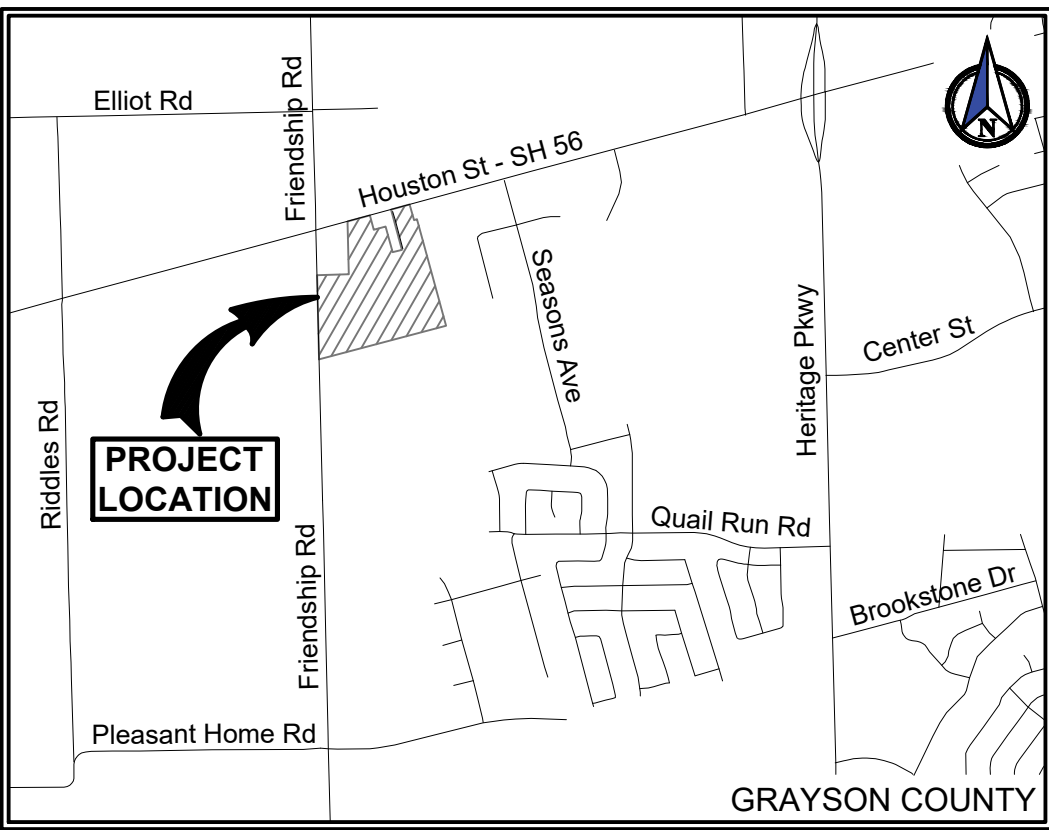
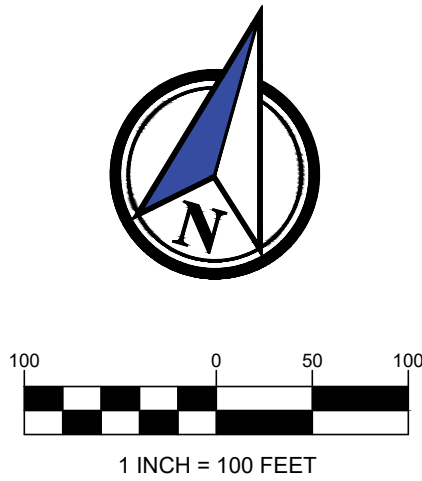
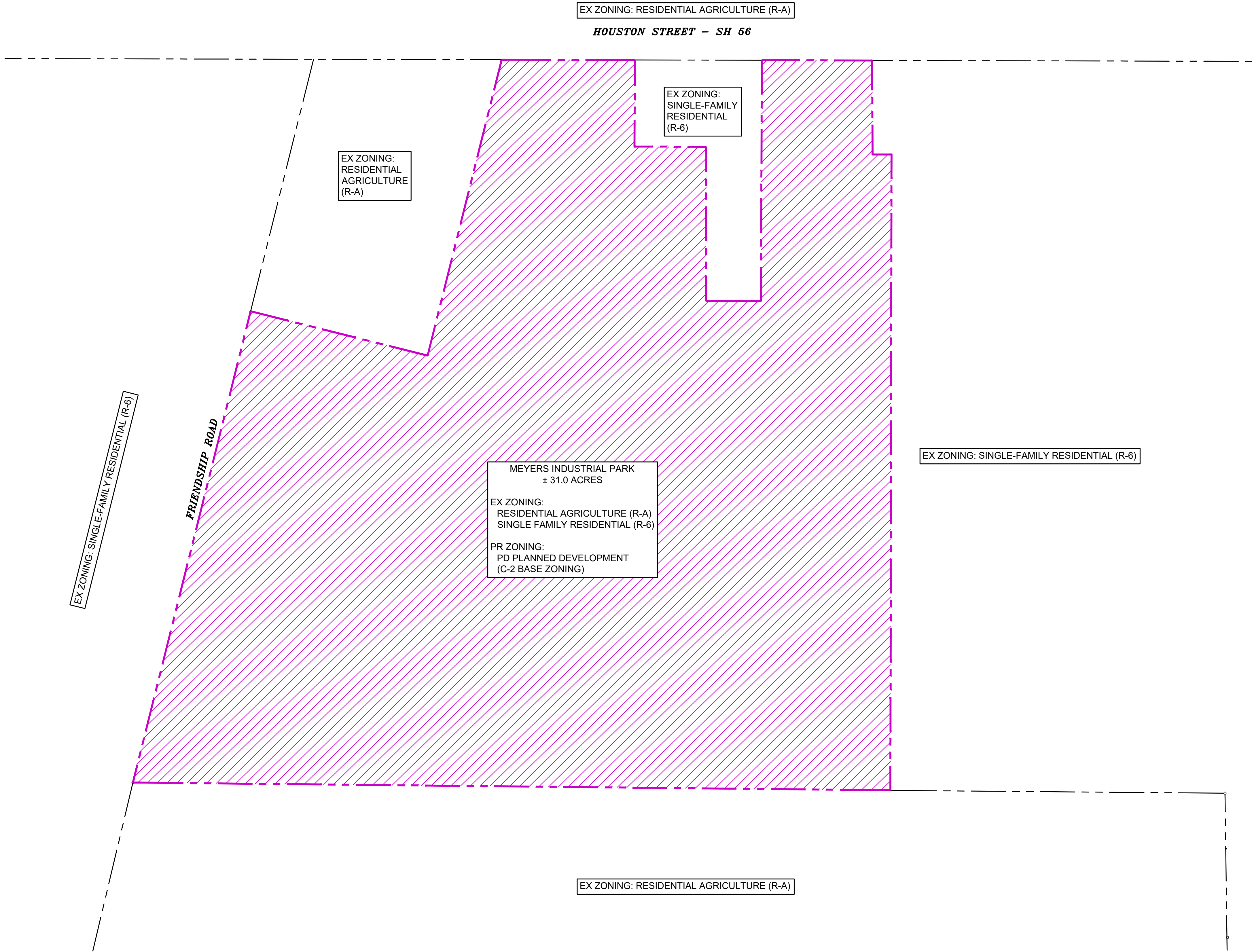
2. Facade Requirements

All facade and building elevations shall adhere to the Non-Residential Requirements as noted below. The City Council hereby designates the Property for its historical, cultural or architectural importance and significance pursuant to Section 3000.002(d) of the Texas Government Code.

Non-Residential Requirements:

- All buildings shall have 100 percent masonry on the elevations or facades facing a public street exclusive of doors and windows. Acceptable masonry finishing materials are brick, three-phase stucco/plaster, EIFS, stone and/or cast stone, including slate, flagstone, granite, limestone, and marble.
- Rear and side elevations or facades not facing a public street may be constructed with masonry, three-phase stucco/plaster, corrugated metal, and/or cementitious siding/Hardie-board siding.
- All buildings internal to the site (not facing a public street) shall be allowed metal facades, including corrugated metal, to stay consistent with existing building materials found on-site.
- Wood or vinyl siding is not permitted as an exterior finishing material.
- The following materials are allowed for roofs:
 - Asphalt shingles;
 - Industry-approved synthetic shingles;
 - Standing seam metal;
 - Corrugated metal (internal buildings only)
 - Clay, concrete, or slate tile;
 - Flat roofs that include a parapet screening and feature a well-defined cornice treatment; and
 - Single-Ply Membrane Roofing.
- Aluminum siding or cladding, galvanized steel, or other bright metal, wood or plastic siding, cementitious siding, unfinished concrete block, exposed aggregate, wood roof shingles and reflective glass are all prohibited as roofing materials.

FILE: C:\Users\Joshua.Lincoln\OneDrive\Documents\Projects\1055-006_Sherman - Meyers Industrial Park\z_AutoCAD\1055-006 EX.1 ZONING EXHIBIT.dwg
USER: joshua DATE/TIME: Jan 14, 2026 12:23pm



VICINITY MAP (NOT TO SCALE)

GENERAL NOTE

1. THIS PLAN IS CONCEPTUAL IN NATURE. THE EXHIBIT IS INTENDED FOR ZONING PURPOSES ONLY, AND NOT INTENDED TO REPRESENT FINAL SITE PLAN DESIGN.

LEGEND



PD ZONING AREA

Scale:	1" = 100'
Designed by:	JAL
Drawn by:	AV
Checked by:	AA
Date:	January 14, 2026
Project No.	1055-006

EX.1

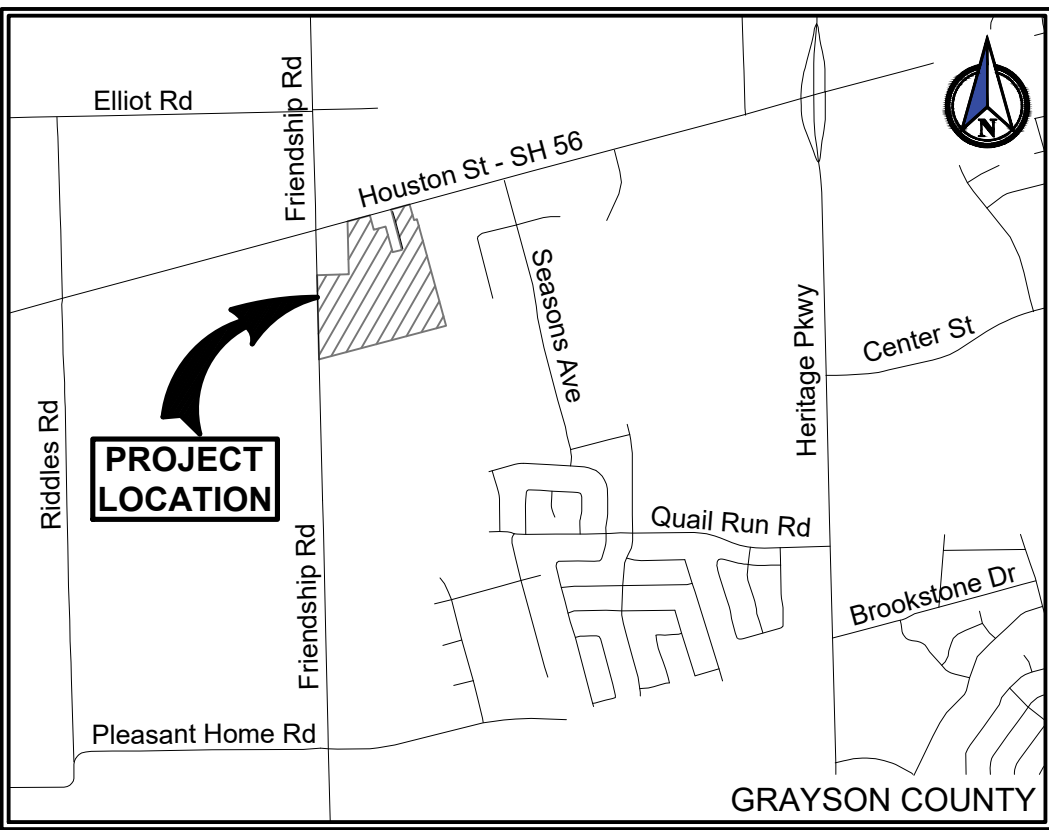
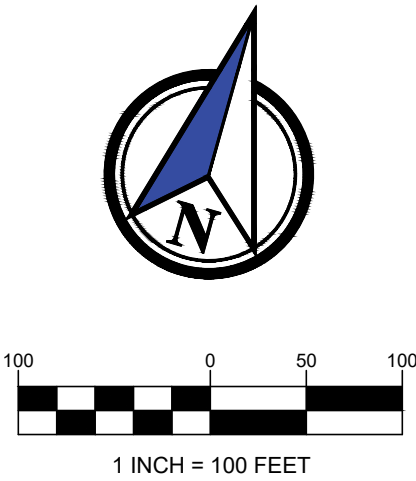
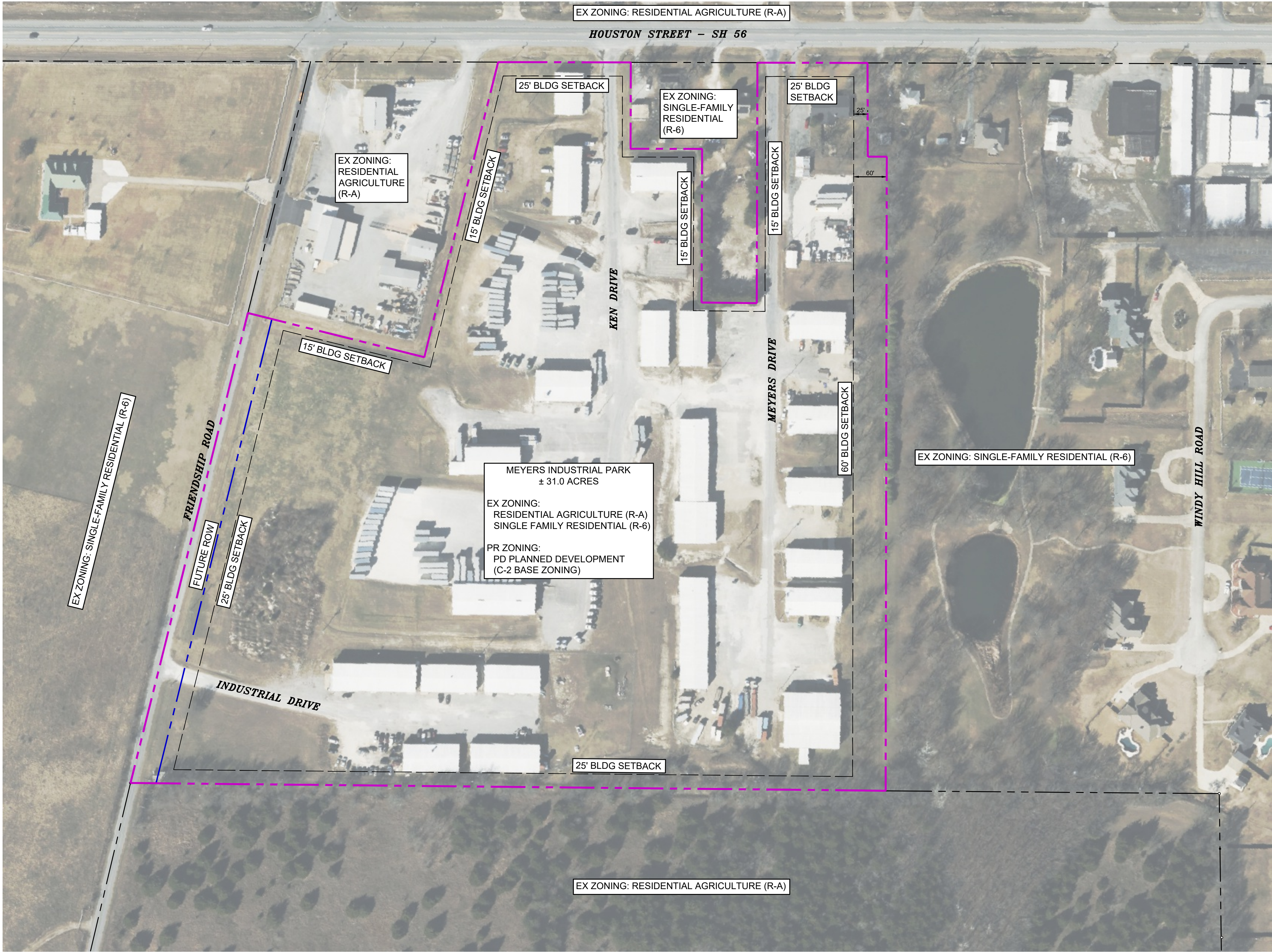
PLANNED DEVELOPMENT ZONING EXHIBIT

MEYERS INDSTRUAL PARK
City of Sherman, Grayson County, Texas

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
LINCOLN CONSULTING & ENGINEERING
Firm No. 21223
Engineer JOSHUA A. LINCOLN, P.E.
P.E. No. 114389 Date 1/14/2026

LCE LINCOLN
CONSULTING & ENGINEERING
131 N. Ballard Ave.
Suite A
Wylie, Texas 75098
phone (214) 708-5010
Josh@LincolnCE.com
Copyright © 2026 Firm No. F-21223

FILE: C:\Users\Joshua.Lincoln\OneDrive\Documents\Projects\1055-006_Sherman - Meyers Industrial Park\z_AutoCAD\1055-006_EX 2 BLDG SETBACK.dwg
USER: joshua DATE/TIME: Jan 14, 2026 12:26pm



VICINITY MAP
(NOT TO SCALE)

GENERAL NOTE

1. THIS PLAN IS CONCEPTUAL IN NATURE. THE EXHIBIT IS INTENDED FOR ZONING PURPOSES ONLY, AND NOT INTENDED TO REPRESENT FINAL SITE PLAN DESIGN.

Scale:	1" = 100'
Designed by:	JAL
Drawn by:	AV
Checked by:	AA
Date:	January 14, 2026
Project No.	1055-006

EX.2

PLANNED DEVELOPMENT
SETBACK EXHIBIT

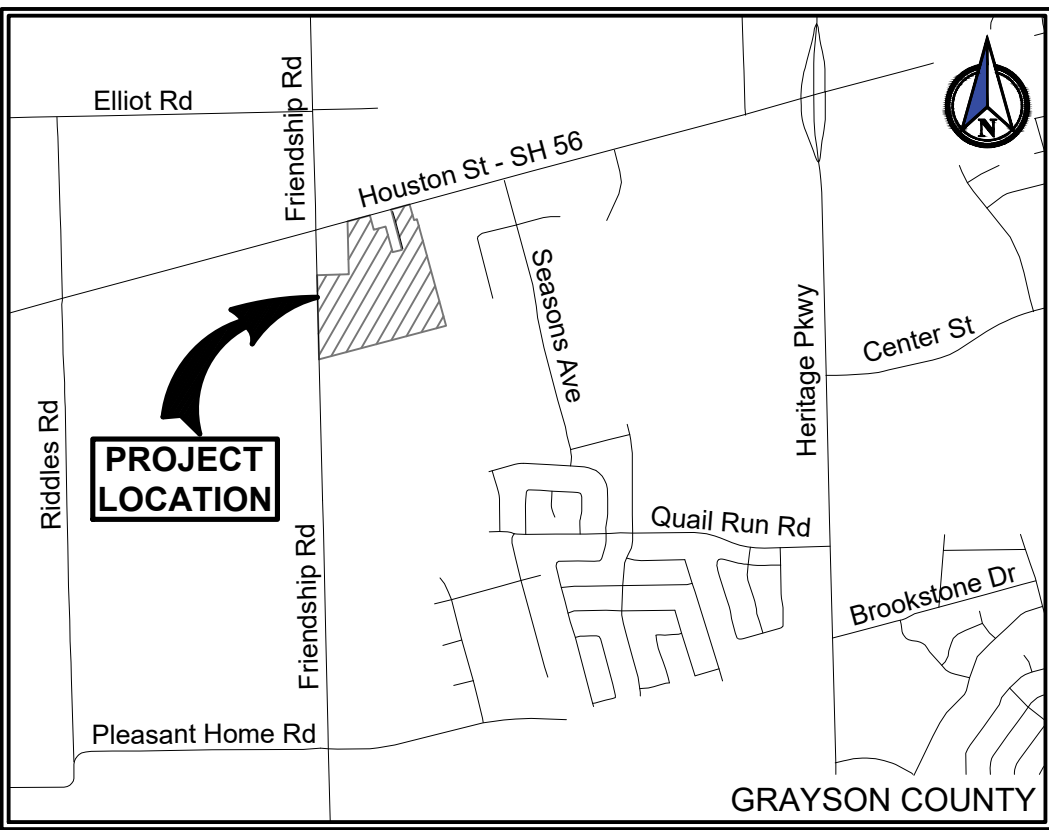
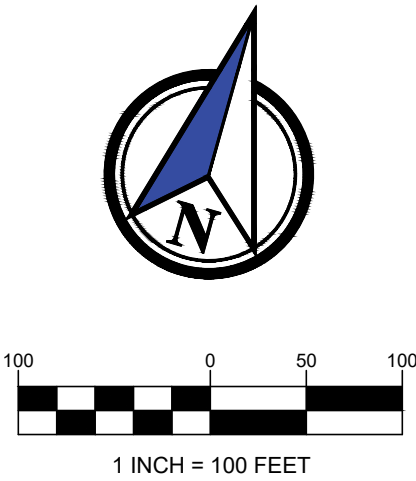
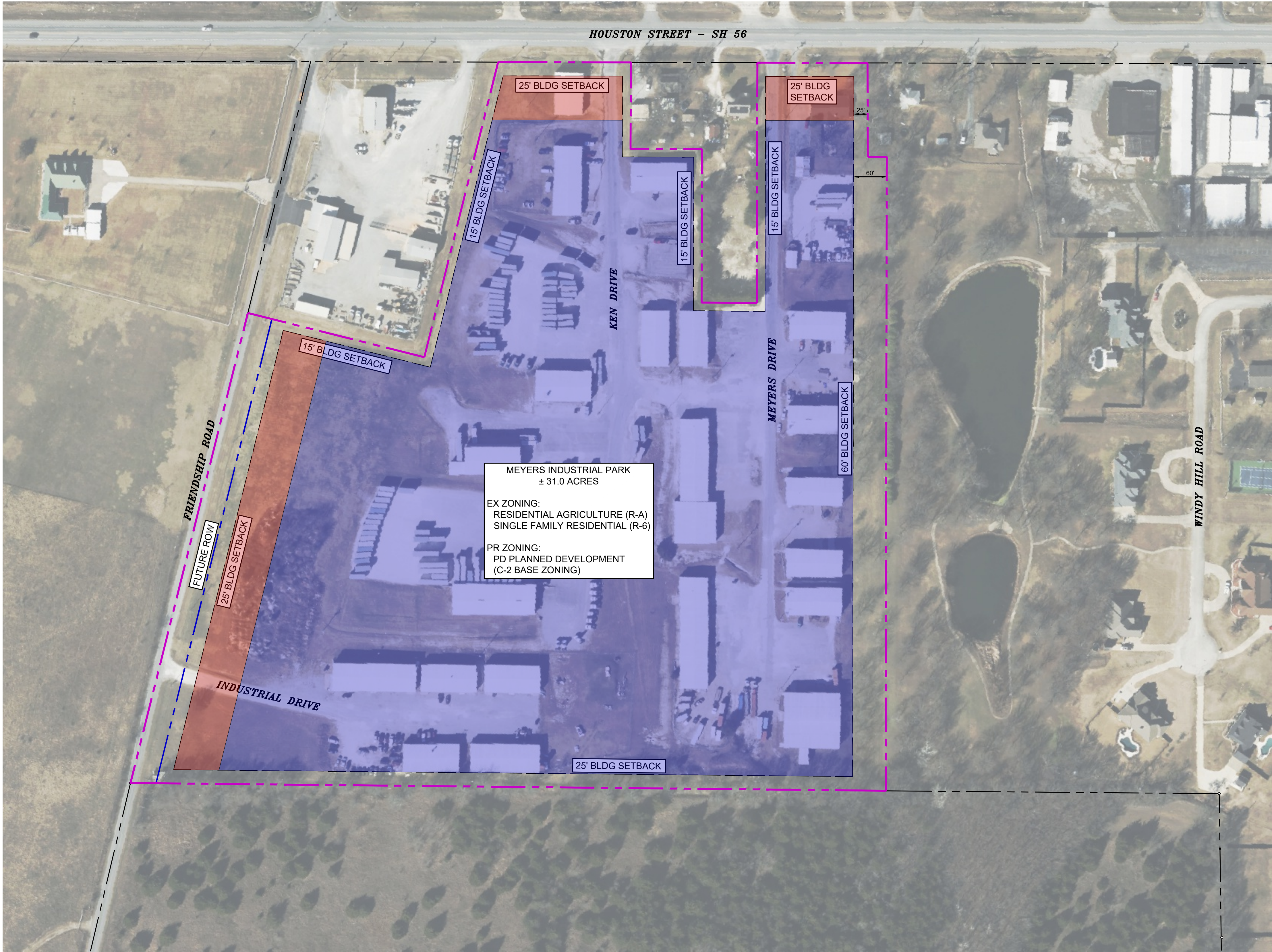
MEYERS INDSTRUTIAL PARK
City of Sherman, Grayson County, Texas

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
LINCOLN CONSULTING & ENGINEERING
Firm No. 21223
Engineer JOSHUA A. LINCOLN, P.E.
P.E. No. 114389 Date 1/14/2026

LCE LINCOLN
CONSULTING & ENGINEERING
131 N. Ballard Ave.
Suite A
Wylie, Texas 75098
phone (214) 708-5010
Josh@LincolnCE.com
Copyright © 2026 Firm No. F-21223

MEYERS INDUSTRIAL PARK - CITY OF SHERMAN, TEXAS - LC&E PROJECT NO. 1055-006

FILE: C:\Users\Joshua.Lincoln\OneDrive\Documents\Projects\1055-006_Sherman - Meyers Industrial Park\2 AutoCAD\1055-006 EX.3 FACADE.dwg
USER: joshua DATE/TIME: Jan 14, 2026 11:02am



VICINITY MAP (NOT TO SCALE)

GENERAL NOTE

1. THIS PLAN IS CONCEPTUAL IN NATURE. THE EXHIBIT IS INTENDED FOR ZONING PURPOSES ONLY, AND NOT INTENDED TO REPRESENT FINAL SITE PLAN DESIGN.

LEGEND

- MASONRY STREET FACING FACADE
- INTERNAL METAL FACADE

Scale: 1" = 100'

Designed by: JAL

Drawn by: AV

Checked by: AA

Date: January 14, 2026

Project No. 1055-006

EX.3

PLANNED DEVELOPMENT
FACADE EXHIBIT

MEYERS INDSTRUTIAL PARK
City of Sherman, Grayson County, Texas

PRELIMINARY

FOR REVIEW ONLY

NOT FOR CONSTRUCTION

LINCOLN CONSULTING & ENGINEERING

Firm No. 21223

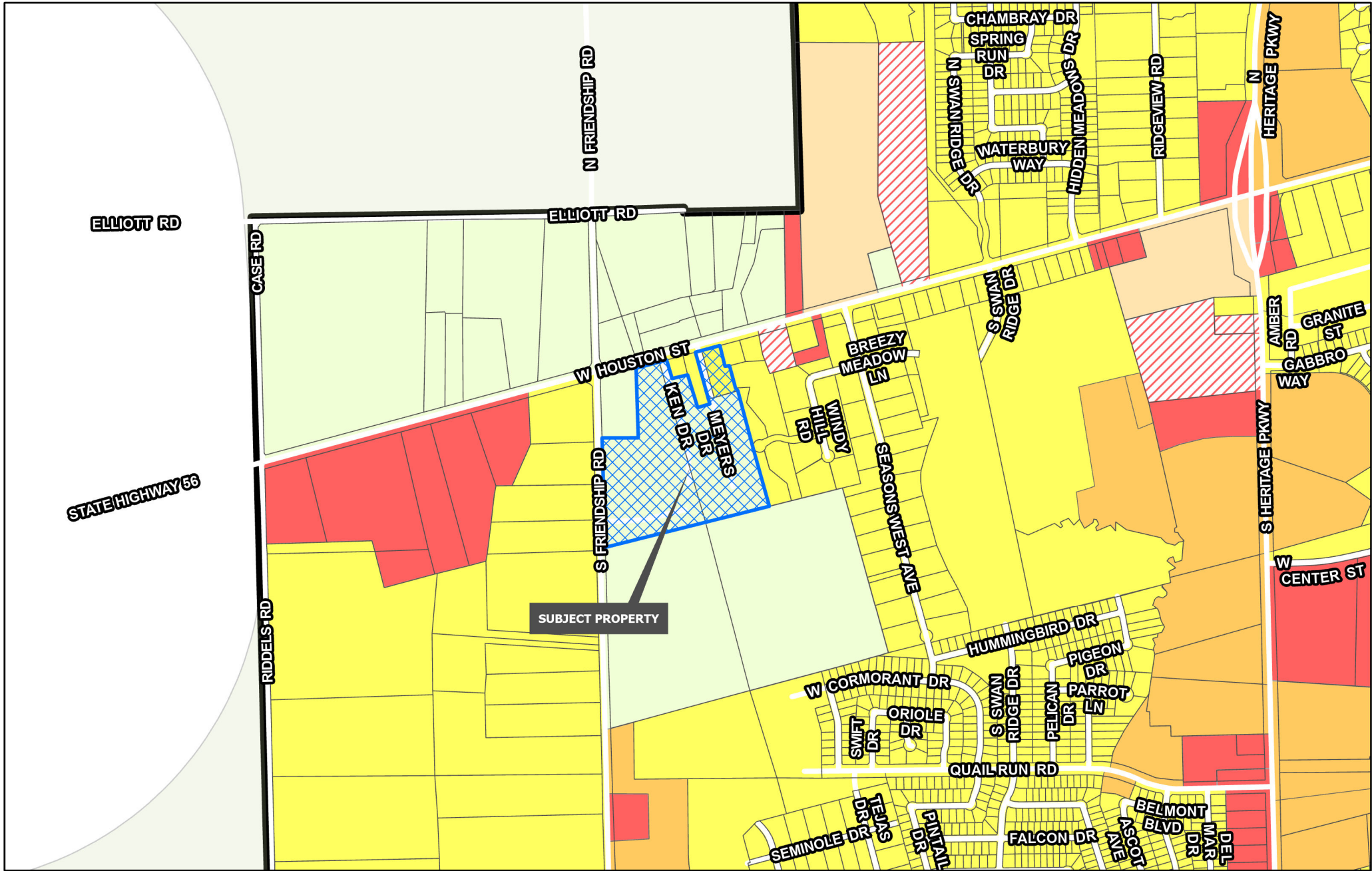
Engineer JOSHUA A. LINCOLN, P.E.

P.E. No. 114389 Date 1/14/2026

LCE LINCOLN
CONSULTING & ENGINEERING

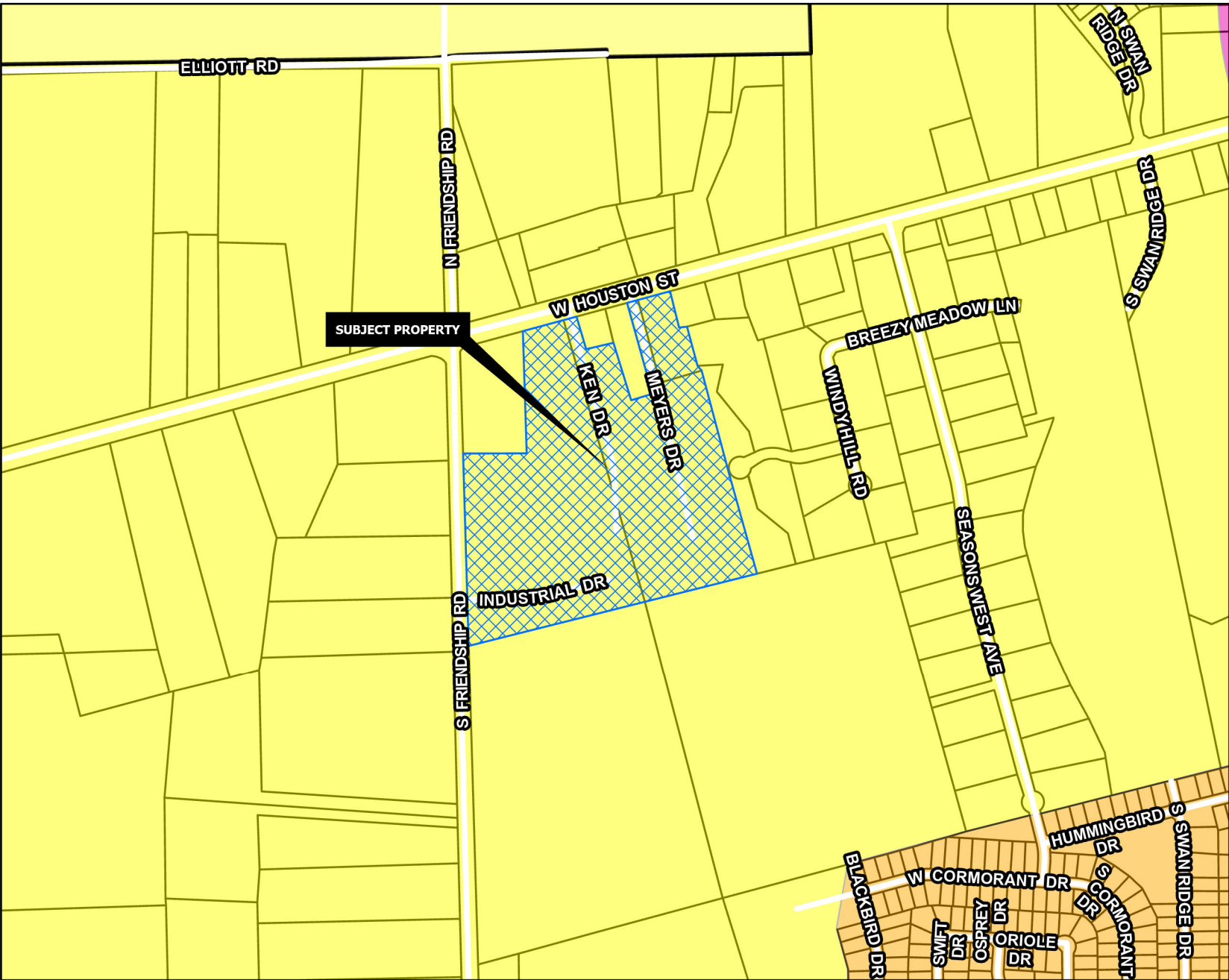
phone (214) 708-5010
Josh@LincolnCE.com
Suite A
Wylie, Texas 75098
Copyright © 2026 Firm No. F-21223

MEYERS INDUSTRIAL PARK - CITY OF SHERMAN, TEXAS - LC&E PROJECT NO. 1055-006



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





SUBURBAN NEIGHBORHOOD

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

- Street connections to existing and future developments.
- Smaller lots and denser development can serve as a transition from the local commercial areas.



Sherman
CLASSIC TOWN, BROAD HORIZON

**NOTICE OF
PROPOSED ZONING
CHANGE**

PROJECT #: 000229-2025

Planning & Zoning Map:  FOR MORE INFORMATION
CONTACT:
DEVELOPMENT SERVICES
903-892-7229



November 4, 2025

Planning Department
CITY OF SHERMAN
317 S. Travis Street
Sherman, Texas 75090

RE: *Planned Development Narrative*
Meyers Industrial Park
±31.0ac Tract

To Whom It May Concern,

Meyers Industrial Park is an existing flex-space warehouse development, owned by John Ray, Meyers Industrial Park LLC (MIP) & EMR Real Estate LLC (EMR). The overall 31.0 acre subject property is currently, and intended in the future, to be utilized for light industrial uses.

The tract has recently been annexed into the City of Sherman, at which time the property was designated with R-A (MIP portion) and R-6 (EMR portion) zoning classifications. Ultimately, these zoning districts do not conform with either the existing or future intended uses.

The owner would like to rezone the property and prepare for future development and expansion of the property. With the intention of multiple commercial and industrial uses on the site, the owner proposes a Planned Development Zoning district based on General Commercial (C-2) with elements and uses added from Light Manufacturing (M-1) – please see attached PD Design Statement for more information and detail.

We appreciate and look forward to the opportunity to work with City staff on the development process. If you have any questions or concerns regarding this letter, the attachments, or the project, please do not hesitate to contact us.

Sincerely,

Lincoln Consulting & Engineering, Inc.



Joshua A. Lincoln, P.E.

Existing Business List Meyers Industrial Park

Existing business in the proposed Zoning as of January 13, 2026 that require an SUP per the Use Table do not require an SUP process to acquire a Certificate of Occupancy. See list below of the existing businesses to be considered as permitted use:

Existing Meyers Industrial Park Businesses:

Business name	Address	Use
Vestis	210 Ken Drive	Uniform Store
903 Motors	157 Meyers Drive	Auto Sales
USAA Strength	158 Meyers Drive	Gym
Automation Dynamics	207 Meyers Drive	Warehousing
Ramsey's Twisted Garage	215 Meyers Drive	Auto Repair
PC Classic Cars	218 Meyers Drive 304 Meyers Drive 317 Meyers Drive	Auto Sales
Bridges Diesel and Auto Services	221 Meyers Drive	Auto Repair
WDB Ventures LLC	305 Meyers Drive	Construction Office w/out Outdoor Storage
Flores HVAC	5201 Industrial Drive 5205 Industrial Drive	Construction Office w/out Outdoor Storage
Texoma Classics	5204 Industrial Drive 5208 Industrial Drive 5217 Industrial Drive 5223B Industrial Drive	Auto Repair (restoration)
Timothy Vick	5211 Industrial Drive	Retail Store (online)
Alfa Motors	5212 Industrial Drive	Auto Repair
Ariana Lopez	5223A Industrial Drive	Retail Store (online)
BNN Equipment	5120 West Houston Shop	Auto Repair (trailers)
Ken Myers	104 Ken Drive 108 Ken Drive	Warehousing
Dr David Phillips	112 Ken Drive	Warehousing
Reese Painting LLC	119 Ken Drive	Construction Office w/out Outdoor Storage
Alma Ampudio	120 Ken Drive	Warehousing
Brook Telecom Solutions	126 Ken Drive	Telephone exchange, garage, shop, or service
Rainbow International of Sherman	155 Ken Drive	Construction Office w/out Outdoor Storage
ServPro	159 Ken Drive	Construction Office w/out Outdoor Storage
Dollarsharp Motors	220 Ken Drive	Auto Sales

ABF Freight	204 Ken Drive	Trucking
Texas Star Automotive	224 Ken Drive	Auto Repair
Ben E Keith	308 Ken Drive	Tucking Food & Beverage Distribution

Mrozinski, Tammy

From: Naing Kyaw [REDACTED]
Sent: Sunday, January 4, 2026 10:00 PM
To: Planning
Subject: Re: Re. 5200 block West Houston St. & 201 block S. Friendship Rd. Zoning

EXTERNAL EMAIL: -- Avoid clicking on links or files -- Be safe!

Dear City of Sherman Planning Department,

I am writing to express my preference for a zoning change of Meyers Industrial Park/EMR Real Estate, the property located in the 5200 block W. Houston St. and 201 the Block South friendship Road to a **Planned Development District**. I believe this designation would allow for a development approach that is compatible with surrounding uses and aligned with the City of Sherman's planning goals.

Thank you for your consideration.

Sincerely,

Sandar Win & Naing Kyaw
Trustees of Win & Kyaw Revocable Trust
[REDACTED]



SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E.1.

Meeting Date: 1/20/2026

Prepared By:

Approved By:

Caption:

Close Public Hearing

Consider Adoption of Ordinances 6913, 6914, 6915, and 6916.

Issue:

D.1.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6913

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 6806 And Granting A Specific Use Permit To Allow A Hotel Or Motel In A C-1 (Retail Business) District Located At 1831 Texoma Parkway, Consisting Of 2.820 Acres, Being In The J.B. McAnair Survey, Abstract No 763, City Of Sherman, Grayson County, Texas Rash Sherman LLC (Owner), And Blue Star Surveying (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.2.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6914

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow Contractors Or Construction Offices, Equipment Sales, Service, Rental, And Repair, With Outdoor Storage, in a C-2 (General Commercial) District / Blalock Commercial Overlay District, Located At 3405 South Highway 75, Consisting Of 2.3328 Acres, Being Part Of The Preston Kitchens Survey, Abstract No. 667, City Of Sherman, Grayson County, Highway 75 LLC (Owner); Dean Taylor (Applicant); And Mayo Wright Consultants (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00

D.3.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6915

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow A Meeting Hall, In A C-2 (General Commercial) District Located At 5011 Texoma Parkway, Being Part Of Lot 1, Parkway Plaza Addition, City Of Sherman, Grayson County, Texas Sherman Junction Ltd (Owner); Tyler Hendon (Applicant); And David A Minton,(Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00

D.4.

INTRODUCTION AND PUBLIC HEARING **ORDINANCE NO. 6916**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 31.008 Acres Being A Part Of The Elizabeth Jones Survey, Abstract No. 6254, City Of Sherman, Grayson County, Texas, Located At 5200 Block West Houston Street And 201 Block South Friendship Road, Heretofore Zoned R-A (Residential Agricultural) District; Rezoning And Placing The Tract In The PD (Planned Development) District With A Base Zoning Of C-2 (General Commercial) District, Meyers Industrial Park/EMR Real Estate (Owner), Joshua Lincoln (Representative) And Preston Trail (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. F.1.

Meeting Date: 1/20/2026

Prepared By: Billy Hartsfield, Fire Chief

Approved By: Zachary Flores, City Manager

Caption:

RESOLUTION NO. 7614

Authorizing Execution of Amendment No. 1 to the Guaranteed Max Pricing (GMP) with Plyler Construction as Construction Manager-at-Risk (CMAR) for the Remodel and Addition Phase of Fire Station No. 3.

Issue:

To Consider Authorizing Execution of Amendment No. 1 to the GMP for Fire Station 3 Remodel

Background:

At the October 6, 2025 meeting, City Council awarded services for Construction Manager-at-Risk to Plyler Construction for renovations and additions to Fire Station No. 3. This amendment to the contract sets the Guaranteed Maximum Price at \$3,948,845.00. This amount is less than the budgeted amount of \$4,000,000.00.

Capital Improvement Program:

Fire Station 3 remodel (25-031)

Origination:

Capital improvements to Fire Facilities

Financial Consideration:

\$3,948,845.00. This money is allocated in the current CIP budget.

Staff Recommendation:

Recommend approval

Alternatives:

None

Attachments:

1. Resolution No. 7614
2. A133 -2019 Exhibit A GMP Amendment (Fire Station 3) - Final (2)
3. Attachment A - GMP Amendment (Fire Station 3) Breakdown(5037806.1)
4. Attachment B - GMP Amendment (Fire Station 3) Project Manual(5038255.1)
5. Attachment C - GMP Amendment (Fire Station 3) Drawings(5038252.1)

RESOLUTION NO. 7614

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXCECUTION OF AMENDMENT NO. 1 TO THE GUARANTEED MAX PRICING WITH PLYLER CONSTRUCTION, AS CONSTRUCTION MANAGER-AT-RISK (CMAR), FOR THE REMODEL AND ADDITION PHASE OF FIRE STATION 3; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Amendment no. 1 to the guaranteed max pricing (GMP) with Plyler Construction, Construction Manager-at-Risk (CMAR), for the construction phase of the Fire Station 3, 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 20th day of January 2026.

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



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

A133 Exhibit A v1 (7-31-20)

This Amendment dated the ____ day of _____ in the year Two Thousand Twenty-Six (2026) , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Fourth day of September in the year Two Thousand Twenty-Five (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

ARBH File No.: 6262.0031 City of Sherman/Fire Station No. 3 Renovation

Fire Station No. 3
3200 N. F.M. 1417
Sherman, TX 75092

Updates to the apparatus bay to develop spaces that properly clean and store contaminated items, isolating them from the living areas. The living quarters shall be updated to meet current individual dorm and restroom standards, as well as updates to the kitchen, pantry, and office areas. The building systems will require modification and replacement.

THE OWNER:
(Name, legal status, and address)

City of Sherman
220 W. Mulberry
Sherman, TX 75090
903-892-7206

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Plyler Construction
3505 Texoma Parkway
Sherman, TX 75090

ADDITIONS AND DELETIONS:

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

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

A.1	GUARANTEED MAXIMUM PRICE
A.2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
A.3	INFORMATION UPON WHICH AMENDMENT IS BASED
A.4	CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. One Hundred Percent (100%) of the savings will be returned to Owner. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Three Million Nine Hundred Forty-Eight Thousand Eight Hundred Forty-Five and No/100 Dollars (\$ 3,948,845.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

An itemized statement of the Guaranteed Maximum Price prepared by Plyer Construction, dated December 2025 is attached hereto as Attachment A and incorporated herein for all purposes.

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

A date set forth in a notice to proceed issued by the Owner

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than Three Hundred Sixty-Five (365) calendar days from the date of commencement of the Work.

☐ By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work
n/a

Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
NONE.			

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Those Specifications referenced in the Sherman Fire Station No. 3 Renovation & Expansion 'Preliminary Design Narrative' dated August 9, 2025, prepared by Hidell and Associates Architects, referenced in Attachment B attached hereto and incorporated in their entirety herein for all purposes.

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Those Drawings referenced in the City of Sherman Fire Station No. 3 Renovation and Addition dated August 9, 2025, prepared by Hidell and Associates Architects, referenced in Attachment C attached hereto and incorporated in its entirety herein for all purposes.

Number	Title	Date
§ A.3.1.4	The Sustainability Plan, if any: <i>(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)</i>	

Title	Date	Pages
None.		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
Owner's Allowance – Owner controlled	\$150,000.00
Framing Repair Allowance	\$50,000.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

§ A.3.1.8 In accordance with Texas Government Code, Chapter 2271, the undersigned avers that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

City of Sherman

Plyer Construction

By:
OWNER *(Signature)*

(Printed name and title)

By:
CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)



Additions and Deletions Report for

AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:19:27 on 01/08/2026.

PAGE 1

A133 Exhibit A v1 (7-31-20)

This Amendment dated the ____ day of _____ in the year Two Thousand Twenty-Six (2026), is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Fourth day of September in the year Two Thousand Twenty-Five (the "Agreement")

...

ARBH File No.: 6262.0031 City of Sherman/Fire Station No. 3 Renovation

Fire Station No. 3
3200 N. F.M. 1417
Sherman, TX 75092

Updates to the apparatus bay to develop spaces that properly clean and store contaminated items, isolating them from the living areas. The living quarters shall be updated to meet current individual dorm and restroom standards, as well as updates to the kitchen, pantry, and office areas. The building systems will require modification and replacement.

...

City of Sherman
220 W. Mulberry
Sherman, TX 75090
903-892-7206

...

Plyler Construction
3505 Texoma Parkway
Sherman, TX 75090

PAGE 2

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. One Hundred Percent (100%) of the savings will be returned to Owner. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Three Million Nine Hundred Forty-Eight Thousand Eight Hundred Forty-Five and No/100 Dollars (\$ 3,948,845.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

An itemized statement of the Guaranteed Maximum Price prepared by Plyer Construction, dated December 2025 is attached hereto as Attachment A and incorporated herein for all purposes.

PAGE 3

[X] Established as follows:

...

A date set forth in a notice to proceed issued by the Owner

...

[X] Not later than Three Hundred Sixty-Five (365) calendar days from the date of commencement of the Work.

...

n/a

...

NONE.

...

Those Specifications referenced in the Sherman Fire Station No. 3 Renovation & Expansion 'Preliminary Design Narrative' dated August 9, 2025, prepared by Hidell and Associates Architects, referenced in Attachment B attached hereto and incorporated in their entirety herein for all purposes.

PAGE 4

Those Drawings referenced in the City of Sherman Fire Station No. 3 Renovation and Addition dated August 9, 2025, prepared by Hidell and Associates Architects, referenced in Attachment C attached hereto and incorporated in its entirety herein for all purposes.

...

None.

...

Owner's Allowance – Owner controlled \$150,000.00

Framing Repair Allowance \$50,000.00

...

§ A.3.1.8 In accordance with Texas Government Code, Chapter 2271, the undersigned avers that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

PAGE 5

City of Sherman

Plyer Construction

By: _____

By: _____



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Christopher C. Zillmer/blg, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:19:27 on 01/08/2026 under Order No. 20250128167 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.



/blg

(Signed)

(Title)

January 8, 2026

(Dated)

General Conditions	\$568,378.00
Sitework and Concrete	\$809,318.00
Structure	\$448,593.00
Waterproofing, Doors and Finishes	\$894,876.00
Plumbing, Mechanical and Electrical	\$1,116,391.00
Overhead and Profit	\$111,289.00
Total	\$3,948,845.00

**Sherman Fire Station No. 3
Renovation & Expansion**

City of Sherman, TX

'Preliminary Design Narrative'

August 9, 2025

All information contained within the following Design Narrative is preliminary and is being provided to define the anticipated scope of work. This information is not for pricing purposes.

PROJECT DESCRIPTION

The project scope is a renovation and expansion of the existing fire station. The total square footage is 7,157 sf (Existing 5,157 s.f. + 2,000 s.f. new additions). The key features follow:

- The existing Apparatus Bay configuration remains:
 - Two drive-thru bays with access off of W Pecan Grove Rd
 - New overhead sectional doors at the front and back bay openings.
 - The bays shall be updated with new lighting, updated ceiling, new epoxy floors and painted masonry walls.
- The existing “fire house” shall be modified.
 - The interior wall configuration will be modified to meet current department’s needs. Select walls to remain.
 - The reconfiguration includes revised plumbing locations.
- New Addition
 - Building additions will include expansion of the “fire house” at three locations. The expansions will provide additional office conference areas, additional bunk rooms, and an expanded kitchen area. A new building addition will be located west of the Apparatus Bay which will provide areas for bunker gear storage and cleaning.
- Site
 - The site configuration will include a staff parking expansion, a single story garage structure, and fuel station. The landscape will be modified to accommodate the new addition and parking areas.
- Associated Drawings

COVER	COVER SHEET
SP	CIVIL SITE PLAN
LANDSCAPE PLAN	LANDSCAPE PLAN
A100	ARCHITECTURAL SITE PLAN
DEMO 200	DEMOLITION FLOOR PLAN
A200	FLOOR PLAN
A210	REFLECTED CEILING PLAN
A220	ROOF PLAN
A300	EXTERIOR ELEVATIONS
A301	EXTERIOR ELEVATIONS
A500	BUILDING SECTIONS
A900	FINISH PLAN

OPTION B

Option B is a renovation and expansion of the existing fire station. The total square footage is 14,471 sf (Existing 9,528 s.f. + 4,943 s.f. new addition). The key features follow:

- New drive-thru Apparatus Bay addition:
 - Three drive through bays located north of the existing facility. Bays have entry access from Crockett St. and Existing access to West Travis.
 - Bay will include vehicle exhaust system and radiant heaters (gas)
 - Folding bay doors shall be utilized at West Travis Exit.
 - Pricing shall include options for folding bay doors along the west façade with cost reduction for overhead roll up doors.
- The existing interior layout shall be modified.
 - All interior walls of the existing fire station shall be removed.
 - The new layout includes areas for office, conference, living, dining, kitchen, and dorm areas. A new lobby will include the area for the existing department's Antique MAC engine.
 - A covered outdoor area is created utilizing a portion of the existing bay area.
- Site
 - The site configuration for this option assumes entry access off W. Jones St. and Crockett Streets. Secure staff parking is located along the Crockett Street entry and north of the new bay addition. The remaining onsite parking would be unsecure for city use.
- Associated Drawings

A100E	EXISTING SITE PLAN
A100B	SITE PLAN – OPTION B
DEMO 200	DEMOLITION FLOOR PLAN
A200B	FLOOR PLAN - OPTION B
	<i>Door Schedule</i>
	<i>Wall type schedule</i>
A200B-N	ANNOTATION PLAN – OPTION B
	<i>Equipment Schedule</i>
	<i>Millwork Schedule</i>
A210A	REFLECTED CEILING PLAN – OPTION B
A300B	EXTERIOR ELEVATIONS – OPTION 1
A301B	EXTERIOR ELEVATIONS – OPTION 2
A302B	EXTERIOR ELEVATIONS – OPTION 3
A900A	FINISH PLAN – OPTION B

ARCHITECTURAL NARRATIVE

Code Analysis

The City of Sherman Adopted Codes includes the following:

- International Building Code, 2021 Edition.
- International Mechanical Code, 2021 Edition.
- International Plumbing Code, 2021 Edition.
- National Electrical Code, 2023 Edition
- International Energy Conservation Code, 2021 Edition.
- International Fire Code, 2021 Edition, including all Appendices.
- Local Adopted Amendments / Ordinances

The existing facility was constructed in 2000. The existing building systems are as follows:

Structural System

The existing structure consists of a concrete floor slab with concrete grade beams and piers. The slab is constructed over 12" void forms. Vertical structure is wood frame construction (walls and trusses) at the fire house sections. The apparatus bay and support spaces have load bearing masonry wall units.

The new building addition to the fire house shall match the existing structural system with a suspended concrete floor slab with grade beams on piers. The vertical system shall be load bearing wood studs with a wood roof truss system. The west addition to the Apparatus Bay shall have a suspended concrete floor slab over grade beams and piers. The vertical construction shall consist of load bearing CMU walls with a wood truss roof system.

New Hardened Room – Included in both options.

A hardened room will be constructed utilizing the new bunker gear storage area. Walls shall be constructed of 8" thick fully grouted CMU walls. The roof will consist of 12" deep wide flange steel beams at 4 feet plus or minus on center, supporting a 6" thick slab consisting of 2" composite form metal deck and 4" concrete topping. The top of the beams will be set at 10'-0" above the finish floor plus or minus, which will allow having an exposed area with area for lights and exhaust ducts.

Roof System

The existing asphalt shingle roof system shall be replaced.

Mechanical System

The existing system will be replaced with a new Variable Refrigerant Flow (VFR) system. The system will provide individual zones at each dorm, the day room, kitchen, office and conference room, restrooms, and support spaces. The apparatus bay will utilize the existing radiant gas heating system with new fans for air circulation.

Plumbing Systems

The existing plumbing systems shall be modified as required to meet the new configuration (supply and drain piping). All existing fixtures will be replaced. A new hot water supply system with recirculation pumps and expansion tank will be required.

Electrical System

The existing electrical system shall be modified. The main panel shall remain with new distribution as required. A new generator will be included. All existing lighting shall be removed and replaced with new LED light fixtures.

Fire Alarm

The existing fire alarm system shall remain and be updated as required.

Fire Suppression system

The existing fire suppression system shall be modified to meet the new room configurations. The existing fire riser will be removed and a new 6" fire riser will be located in the west addition.

CITY OF SHERMAN FIRE STATION NO. 3 RENOVATION AND ADDITION

3200 N. FM 1417 (HERITAGE PARKWAY)
SHERMAN, TX 75092

OWNER
CITY OF SHERMAN
220 W MULBERRY STREET
SHERMAN, TX 75090
PHONE (903) 892-7206

ARCHITECTURAL / ENGINEERING TEAM
HIDELL AND ASSOCIATES ARCHITECTS

3033 KELLWAY DRIVE, SUITE 120
CARROLLTON, TEXAS 75006-2505
CONTACT: AARON BABCOCK
PHONE: (972) 416-4666
EMAIL: ababcock@hidell.com

CIVIL ENGINEER
CROSS ENGINEERING CONSULTANTS
131 S. TENNESSEE STREET
MCKINNEY, TX 75069
PHONE: (972) 562-4409
FAX: (972) 562-4471
jhake@crossengineering.biz

LANDSCAPE ARCHITECT
GRUBBS DESIGN GROUP
403 SOUTH TENNESSEE STREET
MCKINNEY, TEXAS 75069
PHONE: (972)-548-5020
JOE@GRUBBSDESIGN.NET

MEP
KJE
500 MOSELEY ROAD
CROSS ROAD, TEXAS
PHONE: (940) 387-0805
EMAIL: wjustice@kje-us.com

STRUCTURAL ENGINEER
ISBELL ENGINEERING CONSULTANT
501 N. STEMMONS, ST.
SANGER, TEXAS 76226
PHONE: 940-458-7503
EMAIL: JDavidson@eikoncg.com

BUILDING CODE INFORMATION	
2021 INTERNATIONAL BUILDING CODE 2021 INTERNATIONAL MECHANICAL CODE 2021 INTERNATIONAL PLUMBING CODE 2021 NATIONAL ELECTRICAL CODE 2021 INTERNATIONAL ENERGY CONSERVATION CODE 2021 INTERNATIONAL FIRE CODE LOCAL ADOPTED AMENDMENTS / ORDINANCES	
OCCUPANCY AND BUILDING SF	
TYPE OF CONSTRUCTION: TYPE I-B USE OF OCCUPANCY: PRIMARY OCCUPANCY - BUSINESS (B) (FIRE STATION) SECONDARY OCCUPANCY - STORAGE (S-2) RESIDENTIAL OCCUPANCY - RESIDENTIAL (R-2)	
BUILDING AREA:	EXISTING 5,157 SF NEW ADDITION 2,000 SF TOTAL 7,157 SF
	ANNEX GARAGE 870 SF
SCOPE OF PROJECT	
THE PROPOSED PROJECT IS A RENOVATION AND ADDITION TO AN EXISTING FIRE STATION. THE EXISTING STRUCTURE WAS CONSTRUCTED IN 2008. THE EXISTING FLOOR, ROOF, AND SELECT WALLS TO REMAIN. THE INTERIOR OF THE EXISTING FACILITY SHALL BE MODIFIED TO MEET NEW DEPARTMENT REQUIREMENTS WITH A MODIFIED DORM LAYOUT, UPDATED KITCHEN AND RECONFIGURED TOILET ROOMS. A NEW ADDITION WILL PROVIDE A DECK AREA, BUNKER GEAR STORAGE, WORKROOM, OFFICES AND A NEW LOBBY. A NEW SINGLE STORY GARAGE STRUCTURE HAS BEEN ADDED SOUTH OF THE FACILITY WITH EXPANDED STAFF PARKING. THE SCOPE OF WORK INCLUDES NEW FUEL TANK STORAGE AND BACK-UP GENERATOR. THE SITE SHALL BE RECONFIGURED WITH UPDATED LANDSCAPE IN SELECT AREAS AND NEW FENCING.	
TDLR NUMBER	
TBD	
VICINITY MAP	
	



08.09.2025

INFORMATION ONLY - NOT FOR PRICING OR CONSTRUCTION



City Council Regular Meeting

Agenda Item No. F.2.

Meeting Date: 1/20/2026

Prepared By: Jacob Pannell, Senior Civil Engineer

Approved By: Zachary Flores, City Manager

Caption:

RESOLUTION NO. 7615

Authorizing Execution of a Professional Services Agreement with Huitt-Zollars, Inc. for the design of the Dripping Springs Water Line Project.

Issue:

To consider authorizing the execution of a Contract with Huitt-Zollars, Inc. for engineering design services for the Dripping Springs Water Line Project.

Background:

This project is for the design of Water CIP project #9 identified in the 2023 Water Master Plan and consists of designing and developing construction plans and bidding documents for a 12-inch water line and pressure-reducing valve along Dripping Springs Road from Sweetwater Way east to Comino Dos Logos. As outlined in the Water Master Plan, the existing development is connected by a single 6-inch water line which results in low available fire flow to the area. Upsizing this line to 12-inch will increase capacity and allow the area to receive adequate fire flow.

This contract includes design services, bidding services, and construction administration services.

Capital Improvement Program:

25-020

Origination:

Engineering Department

Financial Consideration:

The required funding of \$221,700.00 for this contract was previously budgeted in 2024 OM bonds.

Staff Recommendation:

It is recommended that this professional services agreement with Huitt-Zollars, Inc. be approved.

Alternatives:

As may be directed by City Council.

Attachments:

1. Resolution No. 7615
2. Signed PSA
3. Exhibit

RESOLUTION NO. 7615

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HUITT-ZOLLARS, INC. FOR THE DRIPPING SPRINGS WATER LINE PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Huitt-Zollars, Inc. for the Dripping Springs Water Line Project, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TX on this the 20th day of January, 2026.

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 PITTMAN, CITY CLERK

AGREEMENT
BETWEEN
THE CITY OF SHERMAN, TEXAS
AND
Huitt-Zollars, Inc.
FOR
PROFESSIONAL SERVICES

Made as of the _____ day of _____, 2026:

Between City: **The City of Sherman, Texas**
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7208

and Consultant: **Huitt-Zollars, Inc.**
1800 Teague Drive, Suite 100
Sherman, TX 75090
Telephone: (903) 328-2090
Facsimile: (903) 328-2089

for the following Project: **Dripping Springs Water Line Project**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Huitt-Zollars, Inc., a Texas Corporation ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, City desires to engage Consultant to provide professional services for the Dripping Springs Water Line Project ("Project"); and

WHEREAS, Consultant desires to render such professional services ("Services") for City on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 CONSULTANT'S SERVICES

- 1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes ("**Scope of Services**"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of a written amendment to this Agreement, may be authorized from time to time by City ("**Amendment**").
- 1.2.1 **Requirement of Written Amendment** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Amendment by the Sherman Director of Engineering or designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Amendment requiring additional funding of \$50,000 or more of the original contract amount shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Amendment.
- 1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN AMENDMENT ISSUED BY THE CITY.**
- 1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Engineering Budget Summary, attached hereto as **Exhibit B** and incorporated herein by reference for all purposes.
- 1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

ARTICLE 2 CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the Services of Consultant:

- 2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.
- 2.2 **City Project Manager** – When necessary in City's sole discretion, City shall designate a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant's Services.

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a Lump Sum basis in an amount not to exceed **One Hundred Fifty-Seven Thousand, Two Hundred Dollars (\$157,200.00)**; and (b) for Special Services, on a Time and Material basis in an amount not to exceed **Sixty-Four Thousand, Five Hundred Dollars (\$64,500.00)** (collectively, "Consultant's Fee"); and (c) paid in accordance with this Article 3 and the Project Engineering Budget Summary as set forth in **Exhibit B**.
- 3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.
- 3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to

declare Contractor in default of the terms and conditions of the Agreement. Consultant shall submit his findings in writing to City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

- 3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be solely responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and for consulting with such agencies and utilities to obtain all necessary approvals and/or permissions. Consultant shall be responsible for preparation and timely submittal of documents required for review, approval and/or recording by such agencies and/or utilities. Consultant shall be solely responsible for making such changes in the construction documents ("Construction Documents") as may be required by existing written standards promulgated by such agencies and/or utilities at no additional charge to City.

- 3.2 **Direct Expenses** – Direct Expenses ("Direct Expenses") are included in Consultant's Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Engineering Budget Summary set forth in **Exhibit B**, and consistent with **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment for Services; provided, however, that this shall not be City's sole and exclusive remedy for said over-payment.

- 3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in **Exhibit A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to the Contract on a cost not to exceed sum or hourly basis in accordance with this paragraph ("Additional Services") and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:

- 3.3.1 Additional meetings, hearings, work-sessions or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit A**.

- 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- 3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.
- 3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to Exhibit G. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.
- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Upon request, such background material may include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of **Article 3.5** of this Agreement. If a dispute is resolved in favor of City,

Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

- 3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter “D” of the TEX. GOV’T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project (“Scope of the Project”) or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant’s compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant’s compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed
- 3.10 **Fixed Budget Limit for Construction Cost** – If a fixed budget limit for the Construction Cost has been established, the Consultant shall be permitted to make reasonable adjustments in the scope of the Project and to include alternate bid items in the Bid Proposal to adjust the Construction Cost to the fixed limit. However, this paragraph shall not operate to increase the fixed budget limit of the Construction Cost established in this Agreement. All adjustments in the Scope of the Project shall be

approved by the City and documented in writing. Should the lowest bona fide bid for construction of the Project be in excess of 130% of \$2,360,000.00 due to the negligence or other fault of the Consultant, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or re-negotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4), require that the Consultant adjust the Project scope or quality, or both, as necessary to reduce the Construction Cost to within the budgetary constraints. In the case of (4) the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the fixed limitation on Construction Cost. These revisions and modifications may include splitting the Project into multiple Construction Phases that will fall within budget constraints. The Consultant shall provide the services defined in Exhibit A, as required, for each of the new phases created by splitting the Project. Notwithstanding anything in the foregoing and for clarity, if any such redesign effort is required of Consultant necessary to maintain the project within the Construction Cost that is not due specifically to the negligent act, error, omission, or willful misconduct on the part of Consultant, those services will be provided as Additional Services in accordance with Section 3.3 and shall entitle the Consultant to compensation and an appropriate adjustment in the **Consultant's** schedule.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.
- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of

service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5

CONSULTANT'S INSURANCE REQUIREMENTS

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Contractor Insurance Guidelines, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide 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. Such policy 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. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy 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. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term

of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy 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. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project's size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Such policy 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. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT'S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to City as indicated in Article 3.4 of this Agreement. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses which are invoiced on a Time and Materials basis will be made available if requested.

ARTICLE 7 AUDITS AND RECORDS/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV'T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit F** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT/REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 of this Agreement and agrees to pay any costs over and above the fee which City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event, it may make good the deficiency in which the default consists, and deduct the costs from Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

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 9 DISPUTE RESOLUTION/MEDIATION

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

ARTICLE 10 INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS “CITY” FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND EXPENSES (INCLUDING ATTORNEY’S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS “CONSULTANT” FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, “CLAIMS”). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM “CLAIMS” IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR’S OR EMPLOYEE’S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, 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. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE AND TEXAS CIVIL PRACTICE AND REMEDIES CODE Section 130.002.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT 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 CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT 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 CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by 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 City, addressed to:

Wayne E. Lee, P.E., CFM
Director of Engineering
City of Sherman
220 W Mulberry St.
Sherman, TX 75091
Telephone: (903) 892-7327
Email: waynel@cityofsherman.com

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

If to Consultant, addressed to:

John Ho, P.E.
Vice President
Huitt-Zollars, Inc.
1800 Teague Drive, Suite 100
Sherman, TX 75090
Telephone: (903) 328-2090
Email: jho@huitt-zollars.com

ARTICLE 12 MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “G,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 **Exhibit A**, Scope of Services.

12.1.2 **Exhibit B**, Project Engineering Budget Summary.

12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (CADD).

12.1.4 **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.5 **Exhibit E**, Contractor Insurance Guidelines.

12.1.6 **Exhibit F**, Conflict of Interest Questionnaire, Form CIQ.

12.1.7 Exhibit G, 2026 Hourly Rate Sheet

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, or **Exhibit F** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F** or **Exhibit A** shall prevail in that order.

12.2 **Assignment and Subletting** – Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Consultant of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third-party billing.

12.3 **Attorney’s Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, 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.

- 12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.5 **Savings/Severability** – In the event of 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.
- 12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other 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 other 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 date hereof.
- 12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.11 **Multiple Counterparts** – This Agreement may be executed in a number of

identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

- 12.12 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have waived, any immunity, governmental, sovereign and/or official, or defense that is 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 in this Agreement.
- 12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.
- 12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.15 **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.
- 12.16 **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.
- 12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.
- 12.18 **Representations** – All 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.
- 12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent

for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.

- 12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.
- 12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.
- 12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's current fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's current fiscal year unless and until such funds are budgeted.
- 12.23 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.
- 12.24 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners,

employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.

- 12.25 **Reference to City** – When referring to “City,” this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

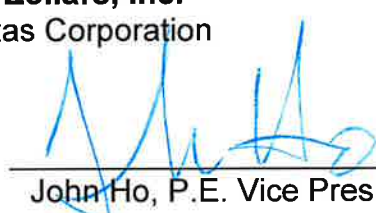
CITY:

City of Sherman, Texas,
a Texas home-rule municipality

By: _____
Zachary Flores, PhD. City Manager

CONSULTANT:

Huitt-Zollars, Inc.
a Texas Corporation

By:  _____
John Ho, P.E. Vice President

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **JOHN HO**, 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 PRESIDENT AND DULY AUTHORIZED REPRESENTATIVE FOR **HUITT-ZOLLARS, INC.**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 6th DAY OF January 2026.

Toni Lynn Hollingsworth
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 11-10-28

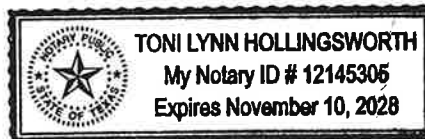


EXHIBIT A SCOPE OF SERVICES

I. PROJECT DESCRIPTION

This project consists of designing and developing plans and bidding documents for the 12" water line in Dripping Springs Road from Sweetwater Way east to Comino Dos Logos. The approximate length of the proposed water line is 3,600 linear feet. Services will include Levels A and B SUE, Geotechnical Investigation, production of construction plans, bidding, and construction phase services, and coordination with the City of Sherman, and the franchised utility companies. Design of the project will be in accordance with the City of Sherman and TxDOT standard specifications and details where applicable.

The Engineer agrees to provide professional engineering services for the project as outlined herein.

II. GENERAL REQUIREMENTS

- A.** Specific design requirements shall be obtained from the City of Sherman Engineering Design Standards. Consultant will establish and summarize design criteria. The design criteria will be reviewed by the City for approval prior to beginning design work.
- B.** Consultant shall coordinate with other engineering consultants, utility companies, franchise utilities, City of Sherman, pipeline companies, and any other entity which has facilities within or adjacent to the Project.
- C.** Each time the Consultant submits plans and/or specifications to City, two (2) copies (as well as PDF versions) of each shall be submitted, unless otherwise instructed. These shall be reviewed and checked by City and returned to Consultant for corrections. When the corrected copies of the plans and specifications are returned to City, the original and reviewed plans and specifications shall also be returned to City. All plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated.
- D.** The Consultant shall submit a monthly report outlining, at a minimum, the work on the project which occurred the previous month, the work expected to be completed the following month, the next major project milestone, and any information needed from the City. The report is to be submitted with monthly invoice.
- E.** Communications and Reporting:
 - i** Attend a pre-design project kickoff meeting with City staff to confirm and clarify scope, understand City objectives, and ensure economical and functional designs meet City requirements.

EXHIBIT A SCOPE OF SERVICES

- ii Attend review meeting with the City at the end of each design phase.
- iii Prepare and submit monthly invoices in the format acceptable to the City.
- iv Prepare and submit monthly progress reports.
- v Prepare and submit baseline Project Schedule initially, Project Schedule updates, and updated Opinion of Probable Construction Cost with each plan submittal.
- vi Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
- vii With respect to coordination with permitting authorities, Consultant shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. Consultant shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements.
- viii Attend additional project coordination meetings, if needed.

III. TASK SUMMARY, BASIC SERVICES

A. Preliminary Design Phase (60%)

- a. Prepare preliminary water line layout exhibit for the City to review.
- b. Prior to the Preliminary review meeting with the City, the Consultant shall schedule and attend a project site visit with the City Project Manager and Construction personnel to walk the project. The Consultant shall summarize the City's comments from the field visit and submit this information to the City in writing.
- c. Prepare engineering review drawings including detailed construction-related notes. A general notes sheet(s), coordinate control sheet(s), proposed traffic control sheet(s), and detail sheet(s) will be required for all projects.
- d. The Consultant will consult with the City, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. Consultant will design City facilities to avoid or minimize conflicts with existing utilities, and where known and possible, consider potential future utilities in designs.
- e. The Engineer will advise the City of any geotechnical, soil, foundation, or other subsurface investigations or any special surveys, Level B or A SUE, or special testing which, in the opinion of the Consultant, may be required for the proper execution of the project, and assist the City in arranging for the conduct of such investigations and tests. The performance of geotechnical investigations and tests will not be a part of the Consultant's Basic Engineering Services and will

EXHIBIT A SCOPE OF SERVICES

not be included unless specifically authorized in writing under "E. Special Services."

- f. Existing water, sanitary sewer, and storm drains will be shown on the plans based on field information and surveys collected by the Consultant and from existing "Record Drawings" provided by the City of Sherman. Other utilities should be shown on the plans based on field information and surveys collected by the Consultant, utility locates requested by the Consultant, and any available "Record Drawings" that the Consultant can obtain from other utilities.
- g. Prepare miscellaneous plan sheets, including cover sheet, index, general notes, project control (1"=100' scale, 22"x34" sheets), and applicable City standard details.
- h. Prepare Preliminary Project Manual, including Bid Form and Special Conditions and technical specifications.
- i. Provide Opinion of Probable Construction Cost Estimates (OPCC)

B. Final Design/Construction Plans (90%, 100%)

- a. Prepare final engineering review drawings that address all comments from the Preliminary review.
- b. Prepare detailed cost estimates based on current unit prices from the proposal of authorized construction, which shall include summaries of bid items and quantities on the unit price system of bidding, wherever practical.
- c. Finalize miscellaneous plan sheets, including cover sheet, index, general notes, project control and applicable City standard details.
- d. When required by the nature of the project, the Consultant shall provide necessary exhibits and attend a public meeting with the City.
- e. Upon completion of the final design review, the Consultant shall furnish to the City up to four (4) additional copies and a pdf of the construction drawings to be forwarded to the utility companies.
- f. Upon completion of the final design review, the Consultant shall furnish to the City, where required by the circumstances of the assignment, the engineering data, construction plans, completed forms, and reports necessary for

EXHIBIT A SCOPE OF SERVICES

applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid or for planning advances not included in Basic Engineering Services).

C. Bid Phase Services

- a. Prepare bid set drawings and specifications that address all comments from the final design review and additional information provided by utility relocations and right-of-way negotiations.
- b. Furnish to the City all necessary copies of approved Construction Contract Documents needed for competitive bidding (plans, specifications, notice to bidders, proposals, etc.). All sets of Construction Contract Documents in excess of eight (8) copies are to be paid for separately as provided hereinafter.
- c. Consultant will submit the project plans to TCEQ for review, if required for the Project
- d. Assist the City in the advertisement of the Project for competitive bids.
- e. Assist the City with any Pre-Bidders meetings.
- f. Prepare addenda as appropriate to interpret, clarify, or expand the Bid Documents.
- g. Assist the City in the opening and tabulation of bids for construction of the Project.
- h. Prepare a written summary of the bid tabulation and evaluation together with a letter addressing the award of the construction contract.
- i. Assist in the preparation of formal Construction Contract Documents, provide four (4) copies of contracts to be executed by the contractor, and coordinate their execution by the respective parties.
- j. The Consultant shall not be required to guarantee the accuracy of the final design Cost of Construction, but may be required to provide additional services at no cost to the City if bids for the Project exceed the fixed budget limit for the Construction Cost as provided in Article 3.

D. Construction Phase Services

- a. Conformed Document submittal:

EXHIBIT A SCOPE OF SERVICES

- i. Update the Bid Documents (plans and Project Manual) to incorporate bid addenda items
 - ii. Print up to ten (10) sets 11"x17" plans and Project Manuals for issuance at the Pre-Construction Conference.
 - iii. Package and submit CAD base files upon request.
- b. Site Visits upon request
- c. *Pre-Construction Meeting.* Attend Pre-Construction Meeting(s) prior to commencement of Work at the Site
- d. *Franchise Utility Coordination.* Assist the City with franchise utility coordination efforts and conflict resolution during construction.
- e. *Requests for information.* Coordinate with Engineer and issue clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City.
- f. *Change Orders.* Recommend Change Orders to City, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor. Task includes preparing plan sheet revisions.
- g. *Shop Drawings, Samples, and Submittals.* Review and approve or take other appropriate action in respect to Shop Drawings, Samples, Submittals and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- h. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- i. *Disagreements between City and Contractor.* As necessary, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- j. *Limitation of Responsibilities.* Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.
- k. Consultant shall prepare construction Record Documents based on the

EXHIBIT A SCOPE OF SERVICES

information received from Contractor within 30 days of final completion in accordance with the Agreement. Consultant shall submit one full size set and one pdf file of the Record Documents.

E. Special Services

- a. Various services incidental to the project, but not within the scope of the Basic Engineering Services covered by A., B., C. and D. preceding, which may be performed or arranged for separately by City, or may be added to the Consultant's responsibilities by mutual agreement and written authorization include but are not necessarily limited to the following:
 - i. Appearances before hearings for eminent domain proceedings are specifically not included in the specified per parcel payment.
 - ii. Appearances before regulatory agencies.
 - iii. Assistance to the City as an expert witness in any litigation or claim, arising from, or in connection with, the Project.
 - iv. Special investigations involving detailed consideration of operation, maintenance, and overhead expense; preparation of rate schedules; preparation of special reports and an engineer's certificate as required for marketing bonds; earnings and expense statements; preparation of assessment rolls; special feasibility studies; appraisals; valuations; and material audits or inventories required for certification of force account construction performed by the City.
 - v. Detailed mill, shop, and/or laboratory inspection of materials or equipment.
 - vi. Geotechnical Investigation & Report - obtain the services of a qualified geotechnical engineering laboratory to conduct soil and foundation investigations, including eight (8) test borings, soil tests, and analyses of test results; and provide trench compaction recommendations.
 - vii. Preparation of applications and supporting documents for government grants or planning advances for public works projects.
 - viii. Preparation of report, sketches, drawings, presentations, and permit applications involving environmental, historical, and archaeological considerations.
 - ix. Revision of reports and Construction Contract Documents after specific approval by City.
 - x. Provide Level "A" and Level "B" Subsurface Utility Engineering will be performed. Three (3) Level "A" SUE test holes with one day of traffic control services are included.

IV. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

EXHIBIT A SCOPE OF SERVICES

A. Additional Services not included in the existing Scope of Services – City and Consultant agree the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

1. Annual reporting for SWPPP
2. Boundary survey
3. Construction phase storm water pollution prevention plan (SWPPP) or services
4. Construction site monitoring or inspections
5. Construction staking services
6. Environmental studies/reports
7. Separate specification documents
8. Design for trench safety
9. Water Modeling.
10. Flood Studies.
11. Landscaping and Irrigation Design.
12. Roadway/Drainage Design.
13. Easement appraisals and acquisitions.
14. Fees for permitting and advertising.
15. Water condition surveys.
16. Surveying to determine final quantities for the final pay estimate.
17. Any other work tasks not specifically set forth in EXHIBIT A.III – TASK SUMMARY, BASIC SERVICES.
18. Design Survey
19. Easement Preparations.

EXHIBIT B
PROJECT BUDGET SUMMARY

I. Basic Services

A. Preliminary Design Plans (60%) (Expected Completion:)	\$65,900.00
B. Pre-Final Design/Construction Plans (90%) (Expected Completion:)	\$44,700.00
C. Final Design/Construction Plans (100%) (Expected Completion:)	\$18,900.00
D. Bid Phase Services (Expected Completion:)	\$ 9,100.00
E. <u>Construction Phase Services</u>	<u>\$18,600.00</u>
<i>Total Basic Services (Lump Sum)</i>	<u><i>\$157,200.00</i></u>

II. Special Services

Level "B" Subsurface Utility Engineering	\$28,000.00
Level "A" Subsurface Utility Engineering	\$16,000.00
Geotechnical Investigation & Report:	\$20,500.00
<i>Total Authorized Special Services (Time and Material Not to Exceed)</i>	<i>\$64,500.00</i>
<i>Project Budget, Grand Total (Not to Exceed)</i>	<i>\$221,700.00</i>

EXHIBIT C
GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

1. Files shall be done in DWG/DXF format.
2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83 Grid.
3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.
4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.
5. The file shall contain required features for the project type as detailed below:
 - a. Pre-Construction/As-Built Plans and/or Record Documents:
 - i. Layers from Final Plat Requirements as Applicable to Project Type.
 - ii. Water Utility Features.
 - iii. Sanitary Sewer Features.
 - iv. Storm Sewer Features.
6. Each required feature group should be provided as a separate layer within the file.
7. Layer names should be representative of the information contained in the layer.
8. Line work should be done per accepted industry norms.

Text should not be smaller than 0.08" on a full-size sheet, and should be a font such as Simplex, Calibri, or Arial.

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND
ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

- I. **CONSULTANT'S RESPONSIBILITY**. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment(s) for services; however, this shall not be City's sole and exclusive remedy for said over-payment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

- A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

- B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.
- C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as

a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

- E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

- A. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

- A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.
- B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

I. GENERAL INSURANCE REQUIREMENTS –

- A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability 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 policy endorsement(s) evidencing the required insurance shall be submitted prior to execution of the Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and policy 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(s) is required for this Agreement.

Coverage Required		Limits
<u> X </u>	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
<u> X </u>	2. General Liability	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate
<u> </u>	3. XCU Coverage	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

-
- | | | | |
|---------------|-----|---|--|
| <u> X </u> | 4. | Professional Liability | <ul style="list-style-type: none">▪ Minimum \$1,000,000.00 each claim;▪ Minimum \$2,000,000.00 in the aggregate |
| <u> X </u> | 5. | Umbrella Coverage of Excess Liability Coverage | <ul style="list-style-type: none">▪ An amount of \$2,000,000.00▪ Minimum \$2,000,000.00 in the aggregate |
| <u> X </u> | 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. | |
| <u> X </u> | 7. | General Liability Insurance provides for a Waiver of Subrogation against the 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 the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance. | |
| <u> X </u> | 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. | |
| <u> X </u> | 9. | Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s). | |
| <u> X </u> | 10. | The Certificate of Insurance must state the project title and bid number. | |
| <u> </u> | 11. | Other Insurance Requirements (State Below): | |

EXHIBIT F

CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY
1 Name of vendor who has a business relationship with local governmental entity. Huitt-Zollars, Inc.	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. Clay Barnett 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. Clay Barnett is an employee of Huitt-Zollars, Inc. 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. Huitt-Zollars is a firm that provides services to the City of Sherman.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity Date		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021



Sherman

2026

HOURLY RATE SHEET

Engineering/Architecture

Principal	\$330.00
Sr. Project Manager	\$315.00
QA Manager	\$300.00
Design Principal	\$310.00
Sr. Structural Engineer	\$290.00
Sr. Civil Engineer	\$270.00
Sr. Mechanical Engineer	\$275.00
Sr. Electrical Engineer	\$275.00
Sr. Plumbing Engineer	\$250.00
Project Manager	\$245.00
Civil Engineer	\$215.00
Structural Engineer	\$215.00
Mechanical Engineer	\$215.00
Electrical Engineer	\$215.00
Plumbing Engineer	\$215.00
EIT	\$155.00
Sr. Architect	\$275.00
Sr. NL Architectural Staff	\$190.00
NL Architectural Staff	\$170.00
Architect	\$185.00
Architect Intern 1	\$115.00
Architect Intern 2	\$125.00
Architect Intern 3	\$145.00
Sr. Landscape Architect	\$200.00
Landscape Architect	\$155.00
Landscape Architect Intern	\$115.00
Sr. Planner	\$320.00
Planner	\$165.00
Planner Intern	\$145.00
Sr. Sustainability Professional	\$185.00
Sustainability Professional	\$155.00
Sr. Designer	\$175.00
Designer	\$140.00
Sr. CADD Technician	\$165.00
CADD Technician	\$110.00

Interior Design

Sr. Interior Designer	\$ 160.00
Interior Designer	\$ 135.00
Interior Designer Intern	\$ 100.00

Survey

Survey Manager	\$260.00
Sr. Project Surveyor	\$200.00
Project Surveyor	\$160.00
Sr. Survey Technician	\$155.00
Survey Technician	\$130.00

Survey Crews

1-Person Survey Crew	\$155.00
2-Person Survey Crew	\$200.00
3-Person Survey Crew	\$215.00

Construction

Sr. Construction Manager	\$280.00
Construction Manager	\$215.00
Resident Engineer	\$165.00
Sr. Resident Project Representative	\$215.00
Resident Project Representative	\$170.00
Sr. Construction Inspector	\$160.00

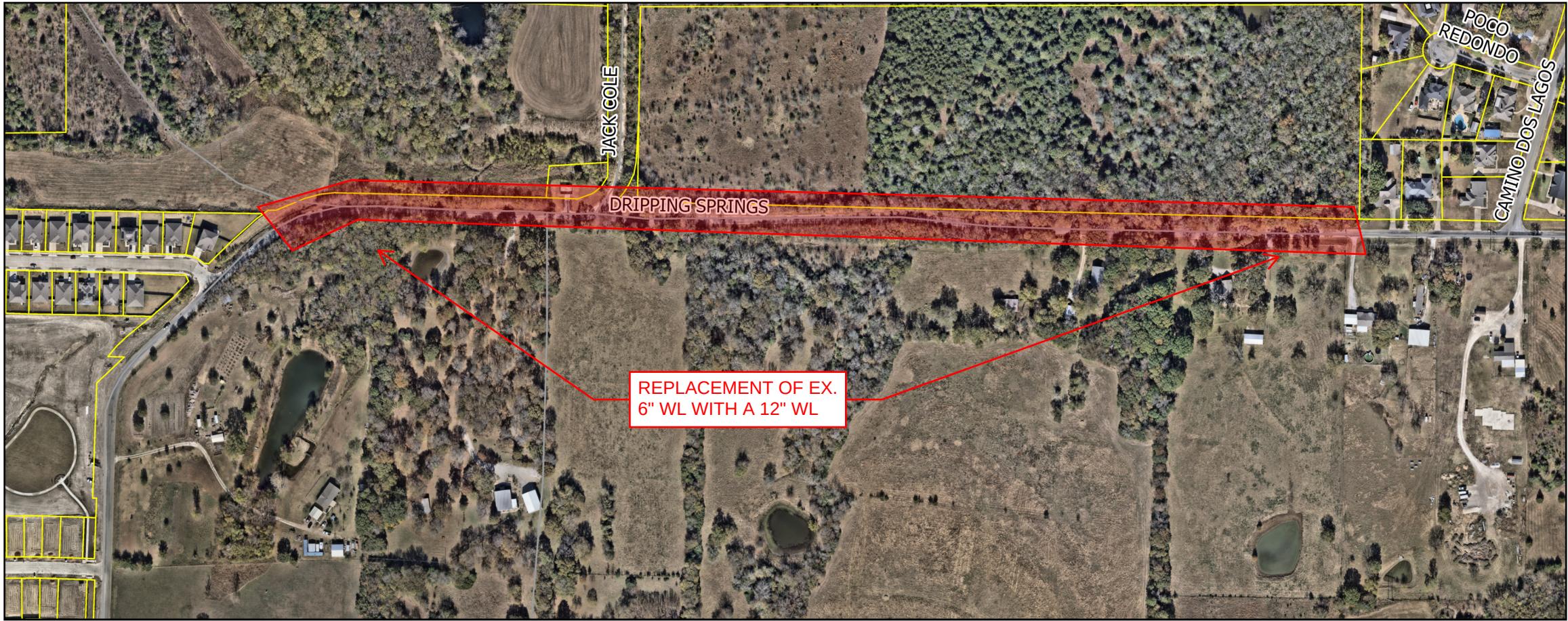
Administrative

Sr. Project Support	\$130.00
Project Support	\$110.00

Reimbursable Expenses

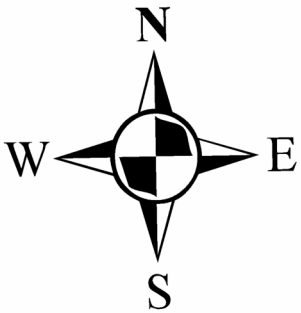
Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate

**Subject to Annual Escalation

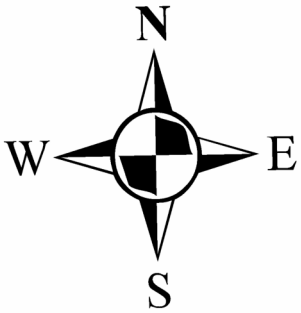
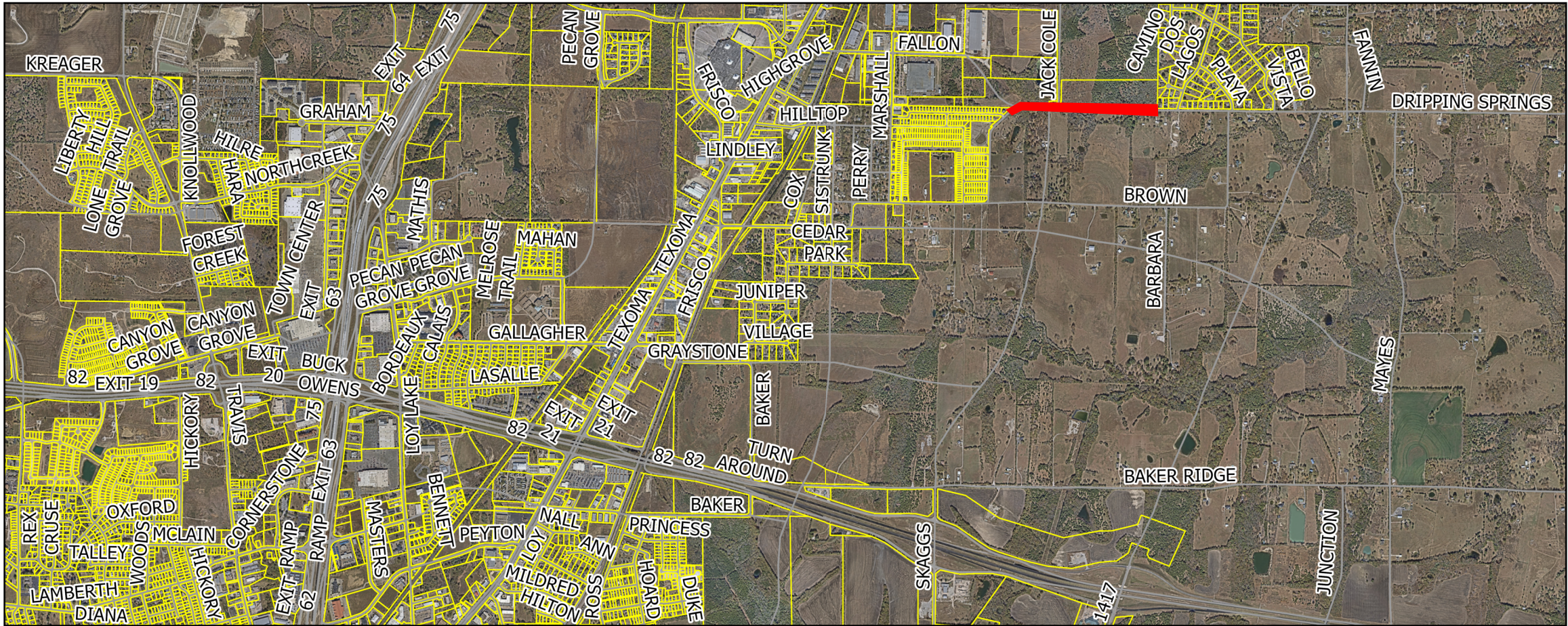


Sherman
CLASSIC TOWN. BROAD HORIZON

DRIPPING SPRINGS WL



0 500 1,000 Feet



0 3,750 7,500 Feet



City Council Regular Meeting

Agenda Item No. F.3.

Meeting Date: 1/20/2026

Prepared By: Nathan Whiddon, Wastewater and Laboratory Manager

Approved By: Zachary Flores, City Manager

Caption:

*** Resolution No. 7616**

Award a Bid to & Authorizing Execution of an Agreement with Andritz Separation, Inc. for the Rental of a Skid-Mounted Sludge Thickener for the Wastewater Treatment Plant

Issue:

To consider awarding a bid and authorizing execution of a contract with Andritz Separation, Linc for the rental of a skid-mounted sludge thickener for use at the Wastewater Treatment Plant.

Background:

With the implementation of the new South Wastewater Treatment Plant (WWTP) facility, it is necessary to add additional sludge thickening facilities to reduce the volume of sludge generated in the treatment process to more manageable quantities, which must eventually be hauled to the landfill. In October 2025, the city advertised for a permanent sludge thickener project at the South MBR WWTP. Approval of this item provided for a temporary piece of thickening equipment to be rented until completion of the permanent facilities through the separately bid construction project. A public request for competitive, sealed bids resulted in one (1) submittal, which was opened on November 4, 2025. City staff recommends awarding and execution of an agreement with Andritz Separation, Inc. of Arlington, Texas, for the rental of the skid-mounted sludge thickener.

Capital Improvement Program:

Origination:

Treatment Services

Financial Consideration:

The proposed rental agreement includes a monthly rental fee of \$15,000.00 and a tear-down/pickup fee of \$750.00, not to exceed a total cost of \$270,750.00. The initial rental term was not expected to surpass two (2) months. As construction has progressed at the Wastewater Treatment Plant, the rental time has been adjusted to an estimated eighteen (18) months. This item was approved in the FY 2025-2026 budget.

Staff Recommendation:

Staff recommends that the City Council award the rental contract for a skid-mounted sludge thickener to Andritz Separation, Inc. of Arlington, Texas.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7616
2. Rental Agreement
3. Exhibit A_ Invitation to Bid - Thickener Skid System Rental
4. Exhibit B_ Andritz Separation, Inc submittal
5. Exhibits C, D & E_ Andritz
6. Bid Tabulation -Skid-mounted Sludge Thickener Rental - ITB

RESOLUTION NO. 7616

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH ANDRITZ SEPARATION, INC. FOR THE RENTAL OF A SKID-MOUNTED SLUDGE THICKENER FOR THE 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 Andritz Separation, Inc. is hereby awarded the City of Sherman's contract for the rental of a skid-mounted sludge thickener for the wastewater treatment plant, in accordance with all bid documentation attached hereto and incorporated herein for all purpose.

SECTION 2. That the City Manager is hereby authorized and directed, subject to all contract documents being completed and approved as to form and content by the City Attorney, to execute an agreement with Andritz Separation, Inc. for the rental of a skid-mounted sludge thickener for the wastewater treatment plant, in the same or substantially same form as the contract documents attached hereto and incorporated herein for all purposes.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this 20th day of January 2026.

CITY OF SHERMAN, TEXAS

**BY: _____
SHAWN TEAMANN, MAYOR**

ATTEST:

**BY: _____
TERI FINE, CITY CLERK**

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

**BY: _____
RYAN D. PITTMAN, CITY ATTORNEY**



ANDRITZ SEPARATION RENTAL AGREEMENT

8x3 ROTARY DRUM THICKENER SKID SYSTEM

For

**City of Sherman Texas
("Customer")
Mr. Jeff Rigdon Wastewater
Superintendent**

Price Summary

Monthly Rental Cost @ \$15,000/month

Sixteen (16) month term agreement \$240,000 total

Two (2) month extension at Customer's sole discretion not to exceed \$30,000 total

Delivery, Setup, Teardown, and Pickup Fee (lump sum): \$750

Training Services hourly rate as outlined in Ex. F (as needed)

Cleaning Fee: \$750 (if applicable)

See also section 1.0 for additional pricing details, section 2.0 for customer responsibilities and section 3.0 for rental terms.

**Rental to be decommissioned by Andritz Separation at completion of rental and prior to the return of rental. Power and wash water must not be disconnected for decommissioning.*





1. DESCRIPTION AND SPECIFICATION



8 x 3 Rotary Drum Thickener

General

The Andritz dewatering skid system comprises of the following major components mounted on two transportable skids:

- Rotary Drum Thickener
- Feed pump (progressive cavity)
- Sludge pump (progressive cavity) □ Wash water booster pump
- Polymer dosing system, emulsion
- Sludge / polymer mixing tank with agitator
- Control and drive / starter panels
- Piping and control valves



Skid Weights and Dimensions

- Thickening skid dimensions – 14' x 12' x 10' high □
Thickening skid weight – 12,000 lbs. approx.

Utility Requirements

Power:

460VAC / 3 phase
Connection to a customer supplied 60 AMP circuit breaker
Wash water – 60 gpm @ 40 psi

Piping:

4" Sludge feed inlet, Camlock. Flooded suction required.
1" Clean water inlet for polymer, male Camlock
2" Water inlet, male Camlock
6" Filtrate discharge, male Camlock

Hoses & Power Cord

Description	QTY
4" x 20' camlock male/female sludge feed/cake discharge hose	8
2" Water Hose with Cam-Lock fitting – ~100' long	2
6" collapsible filtrate hose with Cam-Lock fitting – ~ 150' long	1
100' power cable for connection to 480V, 3PH, 60HZ	1

Stand area:

The skid should be located a a hard level surface (Concrete, asphalt or hard packed gravel. Dirt, grass or other soft surfaces are not suitable.
Stand dimensions: 25' x 20 'approximately

Lifting:

The skid is provided with lifting lugs to enable lifting with a crane. Spreader bars must be provided to effectively lift and position the skid.



Feed pump specifications: Netzech

Progressive cavity type
Flow Rate 60 – 340 GPM
Flooded suction required
Controlled directly by the skid control panel

Thickened sludge pump specifications: Netzech

Progressive cavity type
Flow Rate 40 – 120 GPM
Controlled directly by the skid control panel

Polymer pump specifications: Velodyne

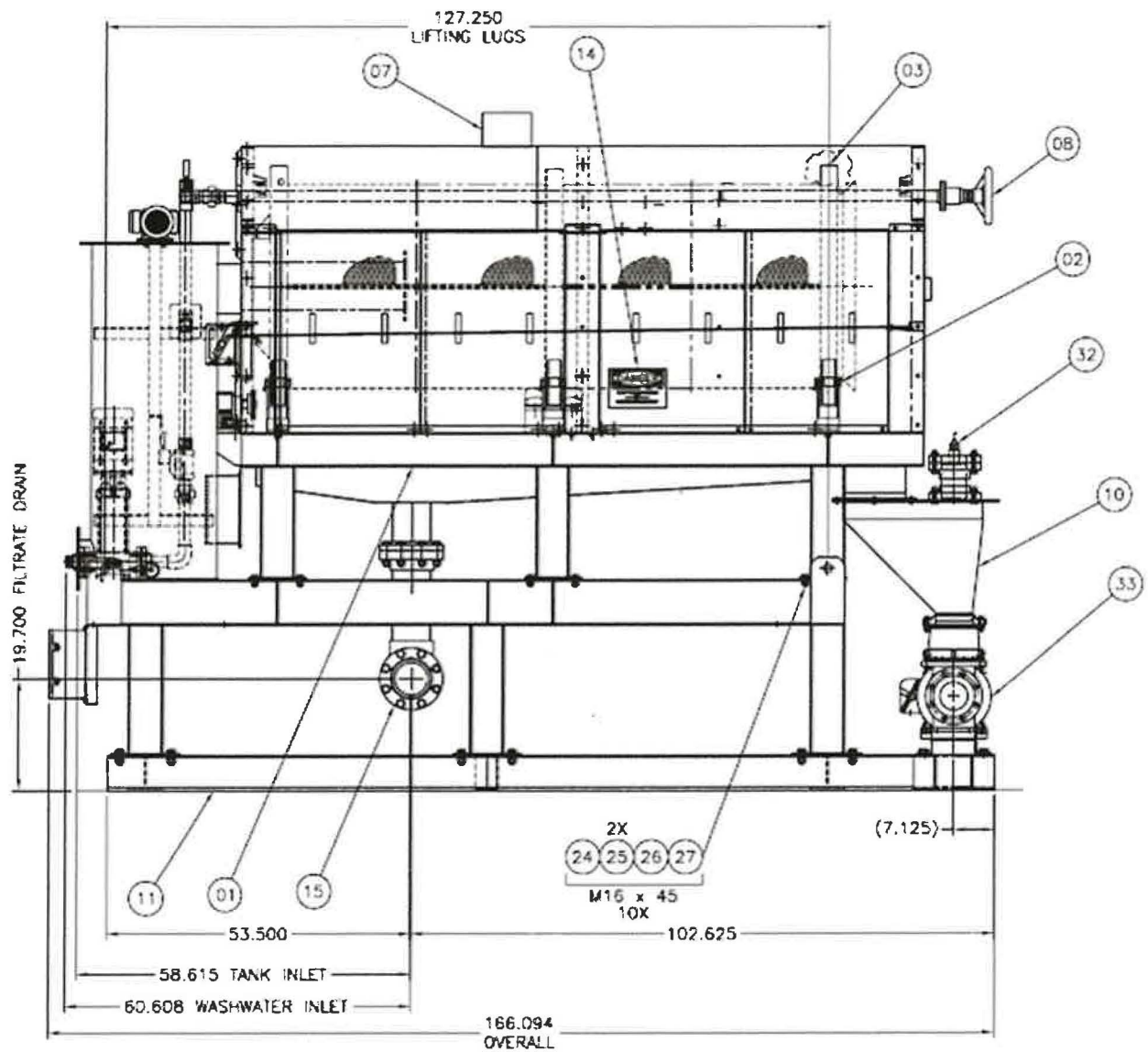
VeloBlend liquid polymer blending system
Polymer flow range 0.5 – 10 GPH
Dilution water flow 4 – 40 GPM
Controlled directly by the skid control panel

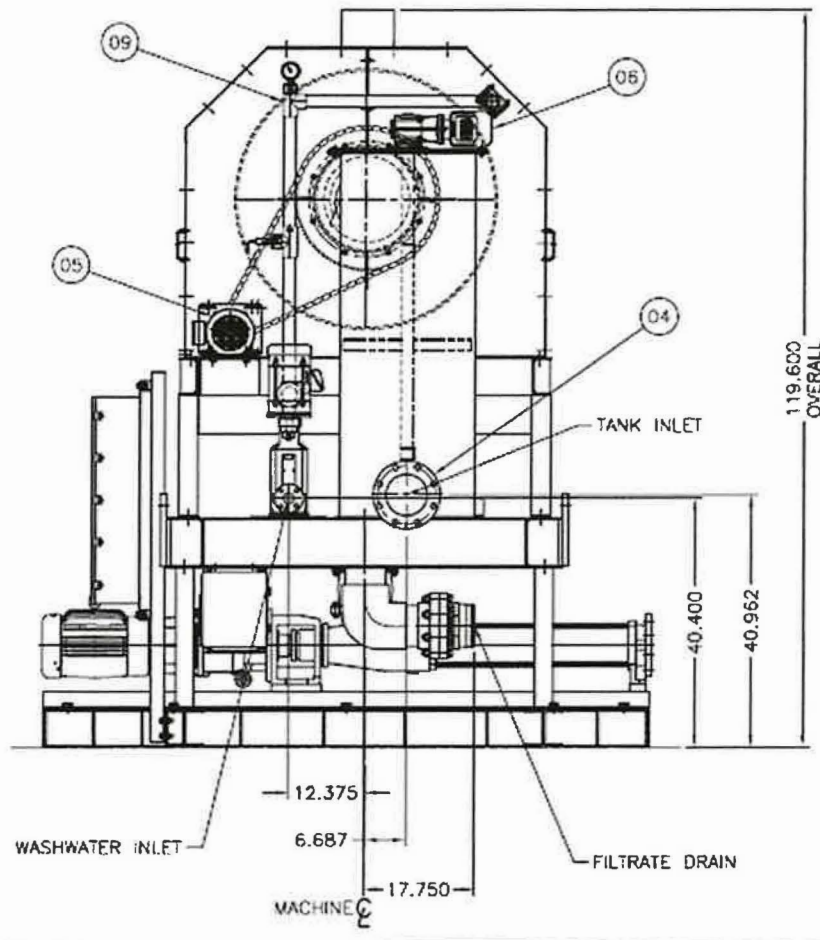
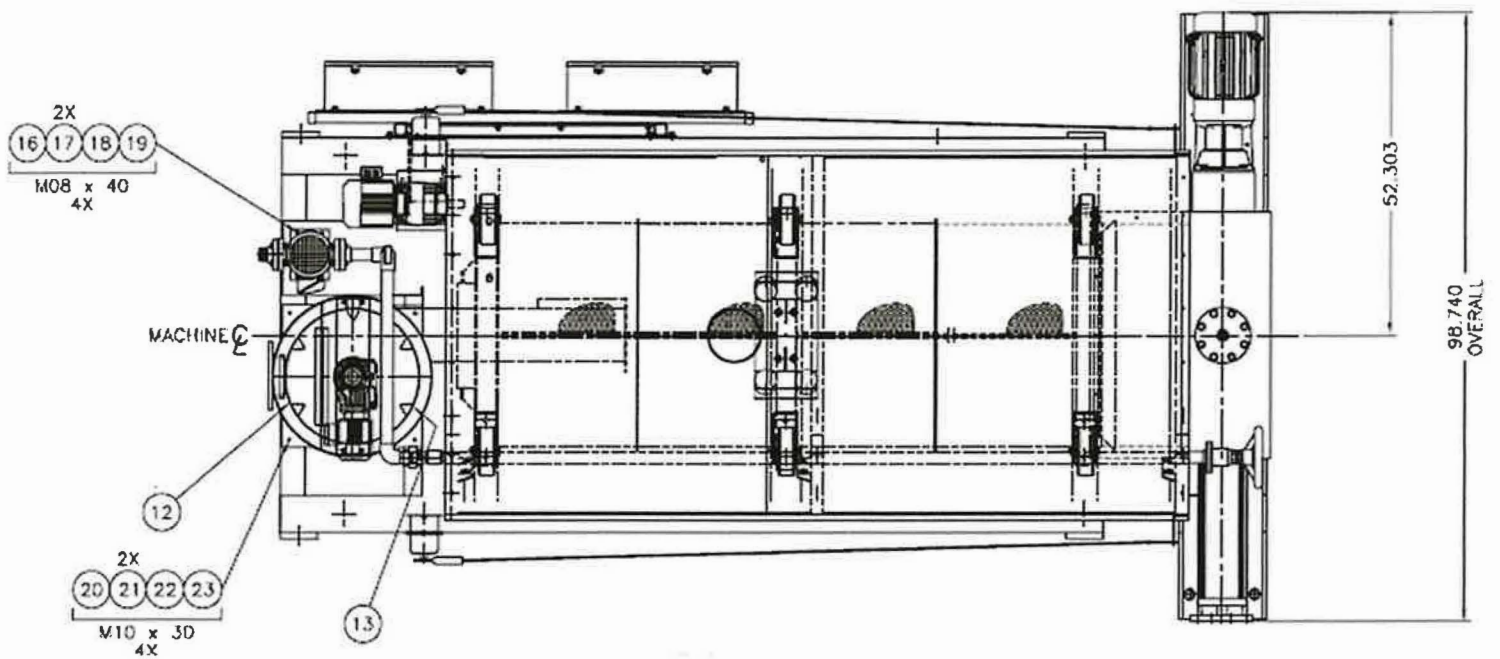
Control and drive / starter panel specification

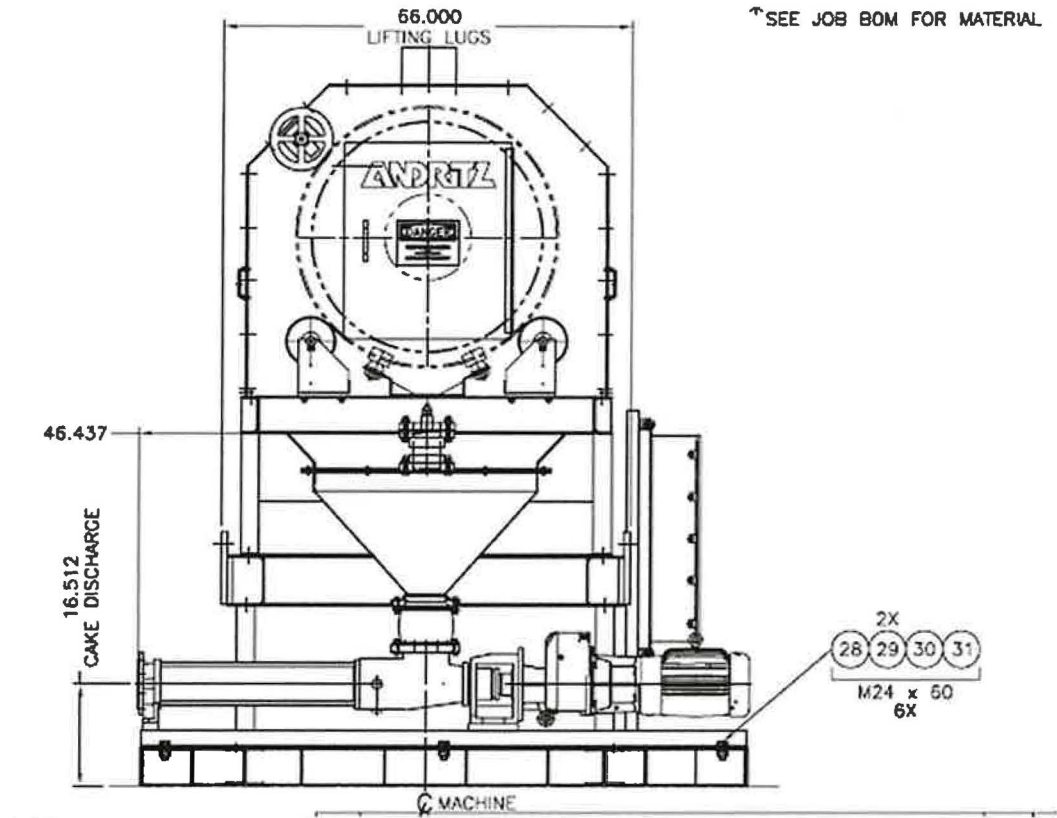
The control and stater panel contains the disconnect, all starters, contactors, fuses and VFD's required to run the drum thickener, feed pump, polymer system and thickened sludge pump. A PLC integrates the start up, shut down, washing and safety features for the dewatering system. All the equipment mounted on the skid is controlled and interlocked by the skid control system.



RDT Skid Drawings









No	PART No	QTY	DESCRIPTION	MATERIAL
01	DMV30190	1	RST FRAME	*
02	DMM27464	1	TRUNNION AND GUIDE WHEEL ASSEMBLY	*
03	DMV30193	1	DRUM ASSEMBLY	*
04	DMM24564	1	TANK ASSEMBLY	*
05	DMV24555	1	MAIN DRIVE ASSEMBLY	*
06	DMV24566	1	TANK MIXER DRIVE ASSEMBLY	*
07	DMV30196	1	COVER ASSEMBLY	*
08	DMV30200	1	SHOWER ASSEMBLY	*
09	DMV33003	1	WASHWATER BOOSTER PUMP PUMP ASSEMBLY	*
10	DMM33004	1	DISCHARGE TRANSITION ASSEMBLY	*
11	DMM33009	1	LOWER SKID, E-STOP & CONTROL PANEL ASSEMBLY	*
12	DMM30289	1	TANK COVER-LEFT	*
13	DMV30290	1	TANK COVER-RIGHT	*
14	-	1	TAGGING DETAILS	*
15	DMM33010	1	FILTRATE DISCHARGE DRAIN ASSEMBLY	*
16	933SXM08X40	4	HEX BOLT, M08 x 40	*
17	125SXM08	8	FLATWASHER, M08	*
18	127SXM08	4	LOCKWASHER, M08	*
19	934SXM08	4	HEX NUT, M08	*
20	933SXM10X30	4	HEX BOLT, M10 x 30	*
21	125SXM10	8	FLATWASHER, M10	*
22	127SXM10	4	LOCKWASHER, M10	*
23	934SXM10	4	HEX NUT, M10	*
24	933SXM16X45	10	HEX BOLT, M16 x 45	*
25	125SXM16	20	FLATWASHER, M16	*
26	127SXM16	10	LOCKWASHER, M16	*
27	934SXM16	10	HEX NUT, M16	*
28	933SXM24X60	6	HEX BOLT, M24 x 60	*
29	125SXM24	12	FLATWASHER, M24	*

No	PART No	QTY	DESCRIPTION	MATERIAL
30	127SXM24	6	LOCKWASHER, M24	*
31	934SXM24	6	HEX NUT, M24	*
32	SEE ELECT. BOM	1	SENSOR	*
33	SEE ELECT. BOM	1	PROGRESSIVE CAVITY PUMP	*



Pricing

Rental Charges:

\$15,000 / month

- Rental charges start when technician is onsite to supervise installation /commission the equipment and trains operators and after equipment arrives on site ("Rental Start Date").
- Partial month at pro-rated rental rate
- Equipment shall include equipment as outlined in the bid specifications and any supplies, tools, spare parts, and components provided by ANDRITZ to Customer.

Delivery, Setup, Teardown, and Pickup Fee (lump sum):

\$750

- Roundtrip cost from Andritz Texas facility to customer site.
- Equipment to be shipped in advance of start dates to allow time for site electrical and piping connections to be completed, typically 2-3 working days. No daily rental charges will apply during transportation.
- 50% of the lump sum shall be Invoiced with first month rental invoice.
- 50% of the lump sum shall be invoiced with the last month's rental invoice.

Training Services:

- At Customer's sole discretion, training services shall be provided only if authorized in writing by the Customer. Training services will be invoiced at the current Andritz field service rates outlined in Exhibit F.

Cleaning Fee (if applicable):

\$750 for normal cleaning

- If the unit is returned in an excessively dirty condition and additional cleaning above normal is required, additional cleaning charges will apply
- Invoiced with last rental invoice

Rental Dates:

Sixteen (16) months from the Rental Start Date with an optional two (2) month renewal term.



Payment Terms:

Effective the Rental Start Date, Rental days and technician charges to be billed and invoice sent to the Customer every 30 days. No payment to Andritz shall be made until Andritz tenders an invoice to Customer. On all submitted invoices for services rendered in accordance with Exhibit F (including technician charges) completed on a monthly basis, Andritz shall include appropriate support to the submitted charges on said invoice. Such support shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.

Termination of this Agreement occurs at the end of the Rental Dates outlined herein.

Customer reserves the right to terminate this Agreement and if such should occur, Cancellation must be made no less than seven (7) days before the scheduled rental start date.



2. Customer Responsibilities

Operator(s) to assist the ANDRITZ technician in conducting the first test runs and coordinating with the plant personnel. This Operator is to be with the rental Equipment during all the operating times.

Personnel to supervise the installation of the Equipment, utilities and product connections and removal of any resulting waste by the ANDRITZ technician from the processing area in an environmentally “safe” method.

Unloading and Loading of the Equipment on site along with assisting machine set-up.

Supply and discharge lines to and from the ANDRITZ equipment for product, potable water, operating water, cooling water, process chemicals, and instrument compressed air.

Supply and disposal of any chemicals such as, but not limited to polymers, flocculants, and coagulants that may be necessary for dewatering application.

Supply, installation and field wiring of electrical devices to and from the control panel.

Chemicals for the Clean in Place (“CIP”) and general Equipment cleaning.

Site preparation and civil/architectural /mechanical/modifications (as needed). Necessary permits, licenses, local fees, etc.

Equipment disconnect and loading on outbound truck.

Transport costs from the last rental location or Vendor – ANDRITZ facility and return shipment to Andritz facility, if applicable.

3. Rental Agreement Terms

3.1 Term of Payment

The terms for payment of the Rental charged (as defined in the Quote) will commence on Rental Start Date.



3.2 Option to Extend Rental

At Customer's sole discretion, the Agreement may be extended for two (2) month extension at Customer's sole discretion under the same terms and conditions herein. Customer shall have an option to extend this Rental as outlined herein provided ANDRITZ receives at its Arlington, TX office written notice of customer's desire to so extend at least Ten (10) business days before the expiration of this Rental.

3.3 Start up

An ANDRITZ technician must be present at the start-up of the Equipment. In the event the Equipment requires servicing, customer will have equipment serviced only by an ANDRITZ technician.

3.4 Safety and Maintenance

Customer is responsible for proper maintenance of the equipment while on the premise as well as the proper cleaning thereof prior to return to ANDRITZ. If, after inspection by ANDRITZ it is determined that the equipment requires repair and /or cleaning in excess of that which would be expected under normal operating conditions, the parties may collaborate and discuss such costs in good faith.

Customer must provide Material Safety Data Sheets (MSDS) for any substances (products and cleaning agents) processed through the Equipment, as mandated by OSHA's Hazardous Communication Standard. Machines known to be the hazardous materials must be clean and decontaminated by Customer. A Certificate of Cleaning/Decontamination and MSDS sheets must be supplied with shipping papers.

Failure to supply certificate of cleaning/decontamination and MSDS sheets will result in continuation of rental charges and possibly refusal of shipment.

4.1 Tools and spare parts

Customer will be responsible for all tools and parts shipped with the Equipment upon the initiation of the first rental agreement executed on or about September 3, 2025. Customer shall also be responsible for any and all tools and parts received after full execution of this Agreement provided ANDRITZ provides a list of such tools/parts in writing to Customer when Customer receives these new tools/parts.

4.2 Ownership and Use

The Equipment shall, at all times, be the sole and exclusive property of ANDRITZ. Customer shall have no rights or property interest therein, except for the right to use it in the normal operation of the Equipment.

The Equipment is and shall remain personal property even if installed in or attached to real property.



ANDRITZ expressly reserves the right to display notice of ownership on the Equipment by means of a suitable stencil, label or plaque affixed thereto.

Customer shall keep the equipment at all times free and clear from all claims, levies, liens encumbrances.

Customer shall immediately give ANDRITZ written notice of any such attachment or other judicial process affecting the Equipment Rental hereunder.

Customer shall not pledge, lend, create a security interest in, sublet or part with possession of the Equipment or any part thereof or attempt in any other manner to dispose thereof, or remove the Equipment or any part thereof, without ANDRITZ's permission, from the aforementioned address of the Customer.

Customer will operate the Equipment in accordance with the applicable manual of instructions, by competent and qualified personnel, as provided herein in Exhibit F

(Chapter 4-1 to 4-8, MAINTENANCE OF THE ROTARY DRUM THICKENER - ANDRITZ Operation & Maintenance Manual).

4.3 Limitation of Liability:

ANDRITZ HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SHERMAN AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "SHERMAN" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL THIRD PARTY 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), TO THE EXTENT THEY ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY ANDRITZ, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM ANDRITZ IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "ANDRITZ" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENCE, GROSSLY NEGLIGENCE AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF ANDRITZ IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, BUT EXCLUDING ANY CLAIMS TO THE EXTENT CAUSED BY THE NEGLIGENCE OR MISCONDUCT OF SHERMAN (COLLECTIVELY, "CLAIMS"). NOTWITHSTANDING ANYTHING TO THE CONTRARY, ANDRITZ'S LIABILITY UNDER THIS SECTION SHALL NOT EXCEED THE AMOUNTS EQUAL TO THE AMOUNT OF INSURANCE REQUIRED HEREIN.

PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT SHERMAN (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS, IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND SHERMAN TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO SHERMAN FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT SHERMAN IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENCE FOR THE CLAIMS REFERRED TO THEREIN, SHERMAN AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO SHERMAN'S PERCENTAGE OF JOINT, CONCURRENT, OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, TO CONSULTANT WITHIN SIXTY (60) DAYS OF THE DATE OF THE JUDGMENT.



Notwithstanding anything else to the contrary in this Rental Agreement, ANDRITZ's liability, and that of ANDRITZ's agents, employees, and vendors, under this Rental Agreement shall not exceed in the aggregate \$1,000,000 USD, and ANDRITZ or their agents, employees, and Parties shall in no event be liable to the other party for any loss of profits or revenue or business opportunity, loss from shutdown of the other party's plant or other party's inability to operate its plant at full capacity, the cost of obtaining other means for performing the function of the Equipment, or incidental or other consequential damages of any nature. The limitations of liability shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity (unless expressly stated otherwise herein), or otherwise. Notwithstanding the foregoing, the limitations of liability as per this paragraph shall not apply to ANDRITZ's indemnity obligations for third-party claims for bodily injury or tangible property damage arising out of or resulting from ANDRITZ negligence, willful misconduct, or other legal fault (provided ANDRITZ has the express right to defend and settle all such claims for which this exception to the limitations of liability per this paragraph, only to the extent such settlement include a financial or specific performance obligation on, or admission of liability by, the Customer).



4.4 Breach:

The parties shall have the right to terminate this Rental Agreement due to a default of and/or breach by the other party of any covenant, agreement, or condition contain within this Agreement, subject to the notice provisions herein.

Unless expressly stated otherwise herein, 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 that party's 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.

If, upon any termination of this Rental the customer fails or refuses forthwith to deliver the Equipment to ANDRITZ, ANDRITZ shall have the right to enter the customer's premises or any other premises where the Equipment might be found and take possession or and remove the Equipment without legal process

4.5 Warranty

ANDRITZ agrees Customer shall not owe any Rental Charges unless the Equipment is in good working condition. ANDRITZ warrants to Customer that when ANDRITZ delivers the Equipment to the Delivery Point the Equipment shall be in good operating condition. If the Equipment is not in operating condition when ANDRITZ delivers it to the Delivery Point, ANDRITZ shall place the Equipment in operating condition by repairing or replacing the Equipment or components. ANDRITZ shall do this either at Customer's premises or elsewhere, at ANDRITZ's option. Customer agrees to provide ANDRITZ with workspace and utilities, which ANDRITZ needs in order to do ANDRITZ's work.

ANDRITZ warrants to Customer that ANDRITZ has the right to rent out/lease the Equipment to Customer according to the terms of the bid (Exhibit A) and this Rental Agreement.



4.6. Miscellaneous

This Rental Agreement contains ANDRITZ's and Customer's full understanding and supersedes all prior oral or written understandings with respect to its subject matter. This Rental Agreement may not be amended except in writing.

This Rental Agreement shall be governed by and construed according to Texas Law. All notices under this Rental Agreement must be in writing and delivered to the address set forth in the Rental Agreement or such other address notified in writing to the other party and are effective upon receipt. If any portion of this Rental Agreement is found invalid by the final judgment of a court of competent jurisdiction, the remaining portions shall continue in full force. Customer may not assign its rights or obligations under this Agreement without the prior written consent of ANDRITZ. This Rental Agreement may be signed in one or more counterparts each of which shall constitute an original. The article and section headings contained in this Rental Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Rental Agreement.

5. Additional Charges (subject to the Price Summary Limitations)

Technicians will be billed in accordance with the then current Andritz field service rate sheet as outlined in Exhibit F, 2025 Field Service Policy and Rate Sheet.

Customer will be responsible for any charges to replace missing tools or equipment supplied with the system or to repair any damage to the equipment not present when the system was supplied (beyond normal wear and tear).

Replacement Cost of all leased ANDRITZ Equipment, tools, spare parts, components, etc. outlined herein: \$400,000

6. Governing Law Venue - This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be in a court of appropriate jurisdiction in Grayson County, Texas.

7. Complete Agreement: This Agreement, including the exhibits hereto labeled "A" through "F" all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and or contemporaneous written and or oral understandings. This Agreement may not be amended, supplemented, and/or modified exception by written agreement duly executed by both parties. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, or Exhibit F are in conflict with provisions of this Agreement or each other, the provisions of Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, this Agreement, or Exhibit F shall prevail in that order.



CITY:

City of Sherman, Texas,
a Texas home-rule municipality

By:

Zachary Flores, City Manager

CONTRACTOR:

Andritz Separation, Inc. ("ANDRITZ")

By:

Name _____

Title _____

Exhibit A
Invitation to Bid



City of Sherman
PO Box 1106
Sherman, TX 75091-1106

Invitation to Bid

For

Skid-Mounted Sludge Thickener
Rental
ITB No. 2026-03

Publication Dates: Saturday October 18, 2026
Saturday October 25, 2026

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**CITY OF SHERMAN, TEXAS
FINANCE DEPARTMENT**

INVITATION TO BID - BID NO. 2026-03; SKID-MOUNTED SLUDGE THICKENER RENTAL

The enclosed **INVITATION TO BID** (ITB) and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **SKID-MOUNTED SLUDGE THICKENER RENTAL** 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 Tuesday, November 4, 2025**, at the following address:

**City of Sherman – City Hall Administrative Services Conference Room
220 W. Mulberry
Sherman, TX
903-892-7215
craigl@cityofsherman.com**

Bids may be submitted by mail to the following address:

**City of Sherman
Finance Dept. – ITB for SKID-MOUNTED SLUDGE THICKENER RENTAL - No. 2026-03
P.O. Box 1106
Sherman, TX 75091-1106**

OR

Electronically at

www.publicpurchase.com

OR

By delivery at the Municipal Building address listed above.

NOTICE TO BIDDERS

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Craig Long, Sherman City Hall, 220 W Mulberry St, Sherman, Texas 75091 until the hour **3:00 PM on the 4th day of November, 2025**, at which time bids duly delivered and submitted will be considered for supplying the following:

BID NO. 2026-03 – SKID-MOUNTED SLUDGE THICKENER RENTAL

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council at the following address:

**City Council
Chambers City Hall
220 W. Mulberry
Sherman, TX**

Each bid delivered to the City shall be sealed and clearly marked “SKID-MOUNTED SLUDGE THICKENER RENTAL 2026-03” 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, Tuesday, November 4, 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: **SKID-MOUNTED SLUDGE THICKENER RENTAL**

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.

ASSIGNMENT OF BID/CONTRACT

The successful bidder may not assign their rights and duties under and award without the written consent of the City. Such consent shall not relieve the assignor of liability in event of default by their assignee.

BID CONSIDERATION

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.

CHANGES OR ALTERATIONS

No part of this bid may be changed/alterd 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.***

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.

END OF SECTION

TECHNICAL SPECIFICATIONS

Scope:

The rental period starts once the unit is on site and has been commissioned by the vendor's representative. Rental term is month-to-month, estimated to last approximately 18 months. The City is responsible for routine maintenance and cleaning of the equipment while on site.

Utilities provided by the City:

- 460VAC / 3 phase power connected to a 60 AMP circuit breaker
- Wash water – 60 gpm @ 40 psi

Bid Requirements:

- Monthly rental fee
- Delivery, setup, teardown, and pickup fee

Equipment Requirements:

The skid mounted, self-contained rotary drum thickener system should include:

- Rotary drum thickener
- Feed pump
- Thickened sludge pump
- Polymer dosing system for emulsion polymer
- Sludge/polymer mixing tank with agitator
- Control, drive, and starter panels
- Piping and control valves
- Connections for utilities, supply, and return lines provided by the city

Rotary Drum Thickener specifications:

- Capable of feed rates from 60-320 gpm

Feed Pump specifications:

- Progressive cavity pump
- Capable of flow rates from 60-320 gpm
- Controlled by control panel included on the skid

Thickened Sludge Pump specifications:

- Progressive cavity pump
- Capable of flow rates from 40-120 gpm
- Controlled by control panel included on the skid

Polymer Pump specifications:

- Polymer flow range 0.5-10 gpm
- Dilution water flow range 4-40 gpm
- Controlled by control panel included on the skid

Control Panel specifications:

- Vendor to provide a control panel containing all disconnects, starters, contactors, fuses, and VFDs required to run the drum thickener, feed pump, polymer system, and thickened sludge pump

- Vendor provided PLC should integrate startup, shut down, washing, and safety features
- All equipment included in this ITB should be mounted on the skid and controlled and interlocked by the skid's control system

Connection specifications

- 4" sludge feed inlet, camlock / flooded suction
- 1" clean water inlet, male camlock
- 2" water inlet, male camlock
- 6" filtrate discharge male camlock

Additional Requirements:

Unit must be onsite and commissioned within 15 business days of the contract being awarded, or by December 12th, 2025, whichever occurs first.

Affidavit of Compliance

The VENDOR shall furnish to the City an affidavit of compliance stating that the sludge thickener skid system supplied meets the requirements of this specification.

Basis for Rejection

If the sludge thickener skid system does not meet the 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 City at the latter's request and replace it with a satisfactory sludge thickener skid system. The VENDOR shall be responsible for all expenses.

END OF SECTION

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: Andritz Separation, Inc.

Address of Principal Place of Business:

1010 Commercial Blvd S.
Arlington, TX 76001

Mailing Address (if different):

Phone: 817-465-5611 Fax: _____ Email: _____

Separation.service.us@andritz.com

Authorized Representative: Robert King Signature: _____ Date: _____

*

Acknowledgement of Addenda (if any): #1 _____ #2 _____ #3 _____

BID FORM

Bidder accepts all of the terms and conditions set forth in the Advertisement for Bid and the Bid Specification Package.

Monthly Rental Fee:

\$ 15,000.00

Delivery, Setup, Teardown, and Pickup Fee (lump sum):

\$ 750.00

Signature of Bidder

[Signature]

Bidder (print name)

Robert King

Exhibit D
Affidavit of No Prohibited Interest

THE STATE OF Texas §

THE COUNTY OF Tarrant §

I, Robert King, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other: _____

X _____ None of the Above.

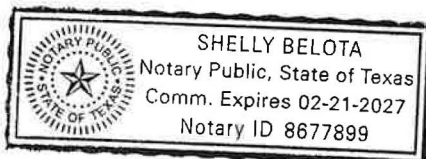
Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ____ day of _____, 202__.

[Signature]
Signature of Official Title

BEFORE ME, the undersigned authority, this day personally appeared Robert King, 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 4th day of November, 2025



Shelly Belota
Notary Public in and for the State of Texas
My commission expires: 2/21/2027

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Andritz Separation, Inc

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.

N/A
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 *[Signature]*
Signature of vendor doing business with the governmental entity

11/4/2025
Date

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](https://www.ethics.state.tx.us/whatsnew/elf%20info%20form1295.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: **2026-03**

Description of Goods and Services to be provided: **Skid-Mounted Sludge Thickener Rental**

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:

Robert King Sr. Vice President
Andritz Separation, Inc

NOTARIZATION

THE STATE OF

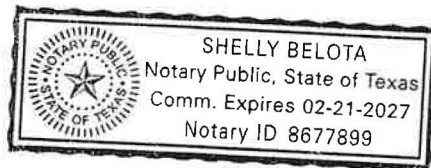
Texas

COUNTY OF

Tarrant

BEFORE ME, the undersigned notary public on this day personally appeared Robert King, on behalf of Andritz Separation, Inc (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 4th day of November, 2025



Shelly Belota
NOTARY PUBLIC IN AND

FOR THE STATE OF

Texas

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.

Exhibit A
Invitation to Bid



City of Sherman
PO Box 1106
Sherman, TX 75091-1106

Invitation to Bid

For

Skid-Mounted Sludge Thickener
Rental

ITB No. 2026-03

Publication Dates: Saturday October 18, 2026
Saturday October 25, 2026

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**CITY OF SHERMAN, TEXAS
FINANCE DEPARTMENT**

INVITATION TO BID - BID NO. 2026-03; SKID-MOUNTED SLUDGE THICKENER RENTAL

The enclosed **INVITATION TO BID** (ITB) and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **SKID-MOUNTED SLUDGE THICKENER RENTAL** 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 Tuesday, November 4, 2025**, at the following address:

**City of Sherman – City Hall Administrative Services Conference Room
220 W. Mulberry
Sherman, TX
903-892-7215
craigl@cityofsherman.com**

Bids may be submitted by mail to the following address:

**City of Sherman
Finance Dept. – ITB for SKID-MOUNTED SLUDGE THICKENER RENTAL - No. 2026-03
P.O. Box 1106
Sherman, TX 75091-1106**

OR

Electronically at

www.publicpurchase.com

OR

By delivery at the Municipal Building address listed above.

NOTICE TO BIDDERS

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Craig Long, Sherman City Hall, 220 W Mulberry St, Sherman, Texas 75091 until the hour **3:00 PM on the 4th day of November, 2025**, at which time bids duly delivered and submitted will be considered for supplying the following:

BID NO. 2026-03 – SKID-MOUNTED SLUDGE THICKENER RENTAL

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council at the following address:

**City Council
Chambers City Hall
220 W. Mulberry
Sherman, TX**

Each bid delivered to the City shall be sealed and clearly marked “SKID-MOUNTED SLUDGE THICKENER RENTAL 2026-03” 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, Tuesday, November 4, 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: **SKID-MOUNTED SLUDGE THICKENER RENTAL**

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.

ASSIGNMENT OF BID/CONTRACT

The successful bidder may not assign their rights and duties under and award without the written consent of the City. Such consent shall not relieve the assignor of liability in event of default by their assignee.

BID CONSIDERATION

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.

CHANGES OR ALTERATIONS

No part of this bid may be changed/alterd 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.***

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.

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END OF SECTION

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Scope:

The rental period starts once the unit is on site and has been commissioned by the vendor's representative. Rental term is month-to-month, estimated to last approximately 18 months. The City is responsible for routine maintenance and cleaning of the equipment while on site.

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- Wash water – 60 gpm @ 40 psi

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- Monthly rental fee
- Delivery, setup, teardown, and pickup fee

Equipment Requirements:

The skid mounted, self-contained rotary drum thickener system should include:

- Rotary drum thickener
- Feed pump
- Thickened sludge pump
- Polymer dosing system for emulsion polymer
- Sludge/polymer mixing tank with agitator
- Control, drive, and starter panels
- Piping and control valves
- Connections for utilities, supply, and return lines provided by the city

Rotary Drum Thickener specifications:

- Capable of feed rates from 60-320 gpm

Feed Pump specifications:

- Progressive cavity pump
- Capable of flow rates from 60-320 gpm
- Controlled by control panel included on the skid

Thickened Sludge Pump specifications:

- Progressive cavity pump
- Capable of flow rates from 40-120 gpm
- Controlled by control panel included on the skid

Polymer Pump specifications:

- Polymer flow range 0.5-10 gpm
- Dilution water flow range 4-40 gpm
- Controlled by control panel included on the skid

Control Panel specifications:

- Vendor to provide a control panel containing all disconnects, starters, contactors, fuses, and VFDs required to run the drum thickener, feed pump, polymer system, and thickened sludge pump

- Vendor provided PLC should integrate startup, shut down, washing, and safety features
- All equipment included in this ITB should be mounted on the skid and controlled and interlocked by the skid's control system

Connection specifications

- 4" sludge feed inlet, camlock / flooded suction
- 1" clean water inlet, male camlock
- 2" water inlet, male camlock
- 6" filtrate discharge male camlock

Additional Requirements:

Unit must be onsite and commissioned within 15 business days of the contract being awarded, or by December 12th, 2025, whichever occurs first.

Affidavit of Compliance

The VENDOR shall furnish to the City an affidavit of compliance stating that the sludge thickener skid system supplied meets the requirements of this specification.

Basis for Rejection

If the sludge thickener skid system does not meet the 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 City at the latter's request and replace it with a satisfactory sludge thickener skid system. The VENDOR shall be responsible for all expenses.

END OF SECTION

BIDDERS CERTIFICATION

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Invitation to Bid. I also understand that if this bid is accepted by the City of Sherman that all of the terms and conditions, specifications, and requirements submitted in my bid and any additions, changes, or deletions made during negotiations will be made a part of this bid under a binding contract between my company and the City of Sherman, Texas. I also certify that this bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

- ☐ Corporation (The bid MUST be signed by an Officer of the company)
- ☐ Partnership (The bid MUST be signed by a General Partner)
- ☐ Joint Venture (The bid MUST be signed by an Officer of the company)
- ☐ Sole Proprietor (The bid MUST be signed by the Owner)

Company Name: _____

Address of Principal Place of Business:

Mailing Address (if different):

Phone: _____ Fax: _____ Email: _____

Authorized Representative: _____ Signature: ____ Date: _

Acknowledgement of Addenda (if any): #1 ____ #2 ____ #3 ____

BID FORM

Bidder accepts all of the terms and conditions set forth in the Advertisement for Bid and the Bid Specification Package.

Monthly Rental Fee:

\$ _____

Delivery, Setup, Teardown, and Pickup Fee (lump sum):

\$ _____

Signature of Bidder _____

Bidder (print name) _____

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

- A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.
- B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.
- C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – “X” means that the following coverage is required for this Agreement.

	Coverage Required	Limits
--	-------------------	--------

<u> X </u>	1. Worker’s Compensation & Employer’s Liability	▪ Statutory Limits of the State of Texas
<u> X </u>	2. General Liability	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	3. XCU Coverage	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	4. Professional Liability	▪ Minimum \$1,000,000.00 each claim; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of \$ 2,000,000.00.
<u> X </u>	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.	
<u> X </u>	7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

- X 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).
- X 10. The Certificate of Insurance must state the project title.
- ___ 11. Other Insurance Requirements (State Below):

Exhibit D
Affidavit of No Prohibited Interest

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

- _____ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- _____ Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.
- _____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- _____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000).
- _____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.
- _____ Other: _____.
- _____ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ____ day of _____, 202__.

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 202__.

Notary Public in and for the State of _____
My commission expires: _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

TEXAS ETHICS FORM 1295 & VERIFICATION FORM 2270

NOTE: TEC Form 1295 will not be required for all submitting contractors, but, will be required from the recommended contractor prior to award. Verification Form 2270 is required with all proposal submittals. See next page for forms.

INSTRUCTIONS for State Law Mandated Certificate of Interested Parties Form (Form 1295)

1. Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Sherman City Council must be accompanied by an original signature unsworn declaration, Certificate of Interested Parties, Form 1295.
2. Form 1295 must be completed in accordance with the TEC Rules: (<https://www.ethics.state.tx.us/legal/ch46.html>) and Section 2252.908 of the Texas Government Code, as amended: (<http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB01295F.htm>).
3. For questions or issues regarding the TEC rules and state law provisions and how Form 1295 should be completed, please consult with your own legal counsel.
4. In order to fill out and submit Form 1295, you will need to log in as directed on the TEC website: [https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf%20info%20form1295.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: **2026-03**

Description of Goods and Services to be provided: **Skid-Mounted Sludge Thickener Rental**
6. All other fields as required or as applicable to the individual vendor must be completed as explained in the tutorial video.
7. Vendors must provide a signed, original signature copy of this form along with four signed, notarized, original signature copies of the contract no later than 14 days after Notice of Recommendation for Award is received. All documents shall be signed by an Officer, Director or other Authorized Agent of the company. If the individual signing as Authorized Agent is not an officer or director of the company, appropriate documentation must be included with these documents to confirm that the individual has the authority to bind the company contractually.

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,
2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name & Title: _____

Firm Name: _____

Date

Signed: _____

NOTARIZATION

THE STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned notary public on this day personally appeared _____, on behalf of _____ (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 202__.

NOTARY PUBLIC IN AND

FOR THE STATE OF _____

The following definitions apply to Texas Government Code Section 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.



ANDRITZ SEPARATION RENTAL AGREEMENT
8x3 ROTARY DRUM THICKENER SKID SYSTEM

For

City of Sherman Texas
Mr. Jeff Rigdon
Wastewater Superintendent

Price Summary

Monthly Rental Cost (16 months @ \$15,000/month) \$240,000

Cleaning Fee: \$750

See also section 1.0 for additional pricing details, section 2.0 for customer responsibilities and section 3.0 for rental terms.

**Rental to be decommissioned by Andritz Separation at completion of rental and prior to the return of rental. Power and wash water must not be disconnected for decommissioning.*





1. DESCRIPTION AND SPECIFICATION



8 x 3 Rotary Drum Thickener

General

The Andritz dewatering skid system comprises of the following major components mounted on two transportable skids:

- Rotary Drum Thickener
- Feed pump (progressive cavity)
- Sludge pump (progressive cavity) □ Wash water booster pump
- Polymer dosing system, emulsion
- Sludge / polymer mixing tank with agitator
- Control and drive / starter panels
- Piping and control valves



Skid Weights and Dimensions

- ☐ Thickening skid dimensions – 14' x 12' x 10' high ☐
Thickening skid weight – 12,000 lbs. approx.

Utility Requirements

Power:

460VAC / 3 phase
Connection to a customer supplied 60 AMP circuit breaker
Wash water – 60 gpm @ 40 psi

Piping:

4" Sludge feed inlet, Camlock. Flooded suction required.
1" Clean water inlet for polymer, male Camlock
2" Water inlet, male Camlock
6" Filtrate discharge, male Camlock

Hoses & Power Cord

Description	QTY
4" x 20' camlock male/female sludge feed/cake discharge hose	8
2" Water Hose with Cam-Lock fitting – ~100' long	2
6" collapsible filtrate hose with Cam-Lock fitting – ~ 150' long	1
100' power cable for connection to 480V, 3PH, 60HZ	1

Stand area:

The skid should be located a a hard level surface (Concrete, asphalt or hard packed gravel. Dirt, grass or other soft surfaces are not suitable.
Stand dimensions: 25' x 20 'approximately

Lifting:

The skid is provided with lifting lugs to enable lifting with a crane. Spreader bars must be provided to effectively lift and position the skid.



Feed pump specifications: Netzech

Progressive cavity type
Flow Rate 60 – 340 GPM
Flooded suction required
Controlled directly by the skid control panel

Thickened sludge pump specifications: Netzech

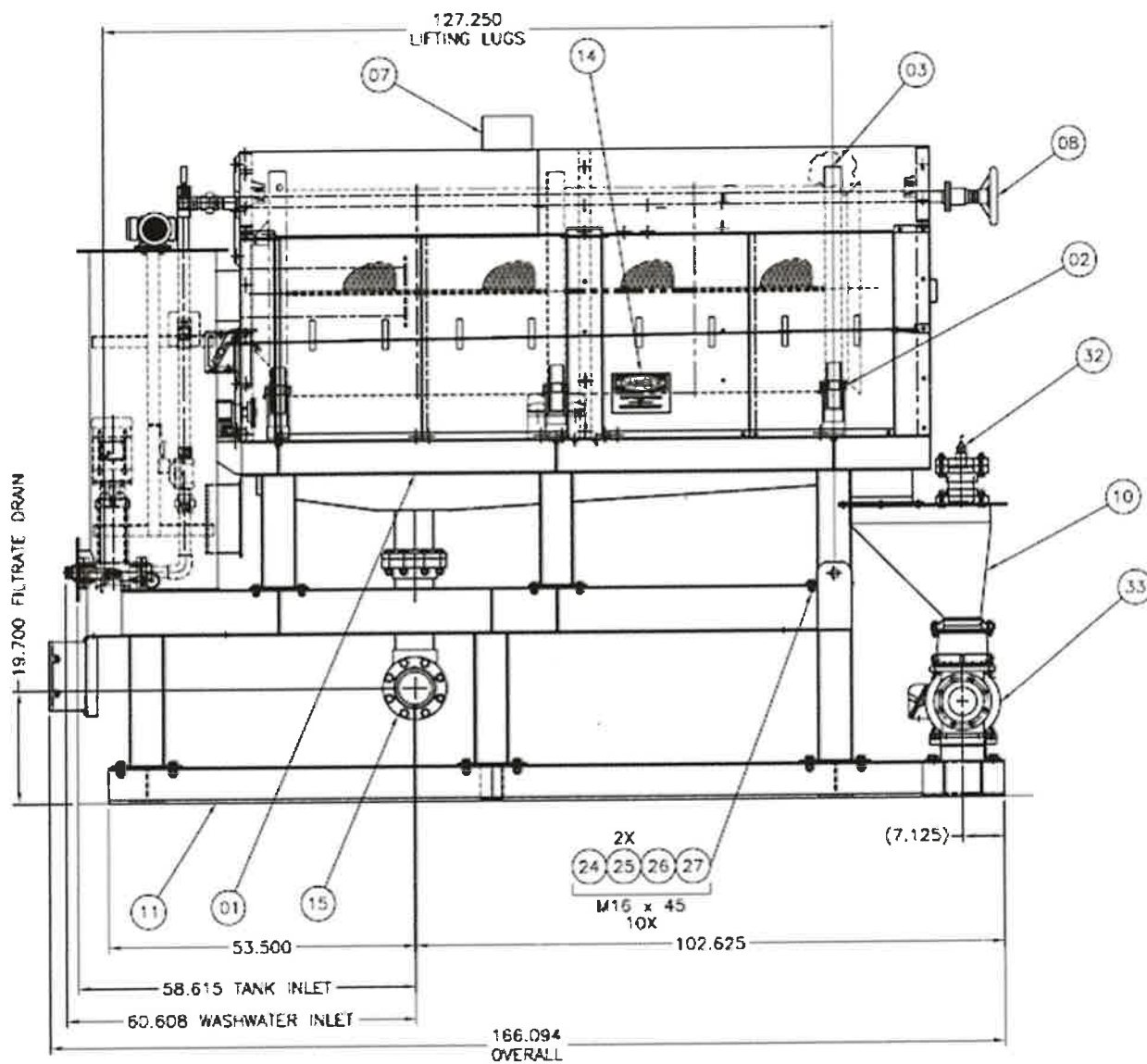
Progressive cavity type
Flow Rate 40 – 120 GPM
Controlled directly by the skid control panel

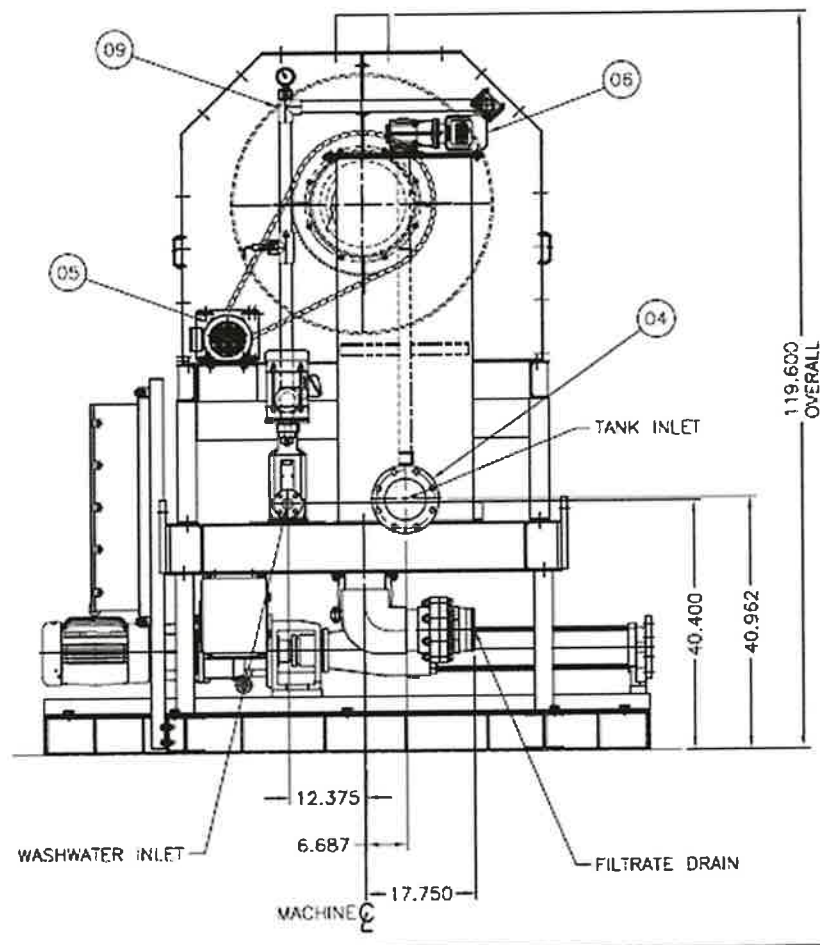
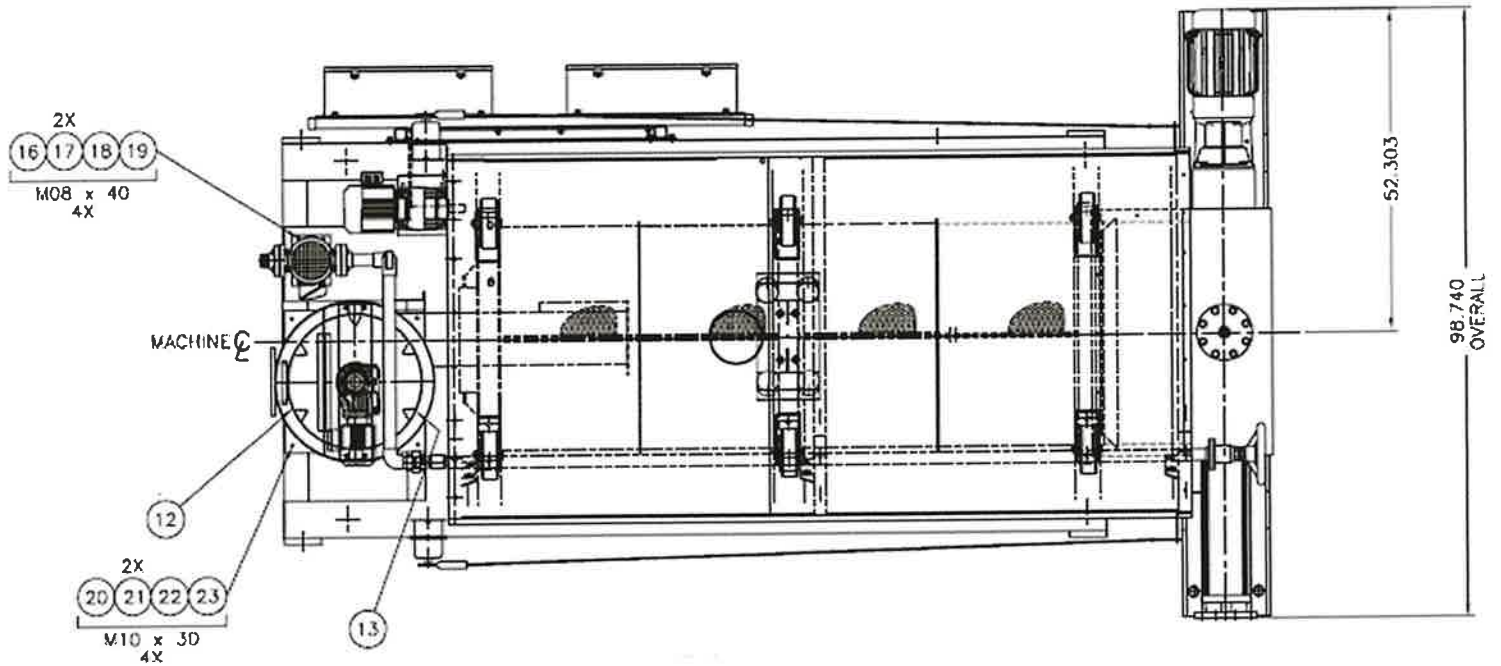
Polymer pump specifications: Velodyne

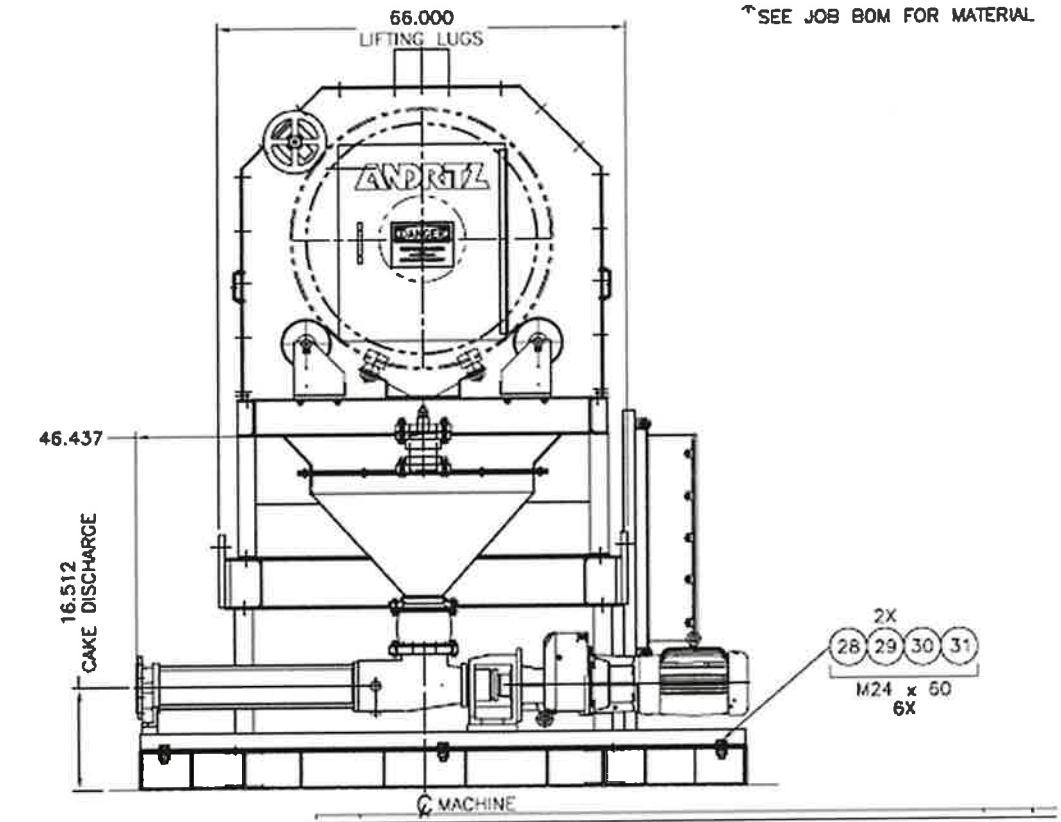
VeloBlend liquid polymer blending system
Polymer flow range 0.5 – 10 GPH
Dilution water flow 4 – 40 GPM
Controlled directly by the skid control panel

Control and drive / starter panel specification

The control and stater panel contains the disconnect, all starters, contactors, fuses and VFD's required to run the drum thickener, feed pump, polymer system and thickened sludge pump. A PLC integrates the start up, shut down, washing and safety features for the dewatering system. All the equipment mounted on the skid is controlled and interlocked by the skid control system.









No	PART No	QTY	DESCRIPTION	MATERIAL
01	DMV30190	1	RST FRAME	"
02	DMM27464	1	TRUNNION AND GUIDE WHEEL ASSEMBLY	"
03	DMV30193	1	DRUM ASSEMBLY	"
04	DMM24564	1	TANK ASSEMBLY	"
05	DMV24555	1	MAIN DRIVE ASSEMBLY	"
06	DMV24566	1	TANK MIXER DRIVE ASSEMBLY	"
07	DMV30196	1	COVER ASSEMBLY	"
08	DMM30200	1	SHOWER ASSEMBLY	"
09	DMM33003	1	WASHWATER BOOSTER PUMP PUMP ASSEMBLY	"
10	DMM33004	1	DISCHARGE TRANSITION ASSEMBLY	"
11	DMM33009	1	LOWER SKID, E-STOP & CONTROL PANEL ASSEMBLY	"
12	DMV30289	1	TANK COVER-LEFT	"
13	DMV30290	1	TANK COVER-RIGHT	"
14	-	1	TAGGING DETAILS	"
15	DMM33010	1	FILTRATE DISCHARGE DRAIN ASSEMBLY	"
16	933SXM08X40	4	HEX BOLT, M08 x 40	"
17	125SXM08	8	FLATWASHER, M08	"
18	127SXM08	4	LOCKWASHER, M08	"
19	934SXM08	4	HEX NUT, M08	"
20	933SXM10X30	4	HEX BOLT, M10 x 30	"
21	125SXM10	8	FLATWASHER, M10	"
22	127SXM10	4	LOCKWASHER, M10	"
23	934SXM10	4	HEX NUT, M10	"
24	933SXM16X45	10	HEX BOLT, M16 x 45	"
25	125SXM16	20	FLATWASHER, M16	"
26	127SXM16	10	LOCKWASHER, M16	"
27	934SXM16	10	HEX NUT, M16	"
28	933SXM24X60	6	HEX BOLT, M24 x 60	"
29	125SXM24	12	FLATWASHER, M24	"
No	PART No	QTY	DESCRIPTION	MATERIAL
30	127SXM24	6	LOCKWASHER, M24	"
31	934SXM24	6	HEX NUT, M24	"
32	SEE ELECT. BOM	1	SENSOR	"
33	SEE ELECT. BOM	1	PROGRESSIVE CAVITY PUMP	"



Pricing

Rental Charges:	\$15,000 / month • Rental charges start when technician is onsite to supervise installation / commission the equipment and train operators, or 4 days after equipment arrives on site, whichever occurs first. • Partial month at pro-rated rental rate
Freight Charges:	To be invoiced at cost plus 20% handling • Roundtrip cost from Andritz Texas facility to customer site • Equipment to be shipped in advance of start dates to allow time for site electrical and piping connections to be completed, typically 2-3 working days. No daily rental charges will apply during transportation
Startup and Training Services:	• Startup and training services will be invoiced at the current Andritz field service rates • Invoiced with first month rental invoice
Cleaning Fee:	\$750 for normal cleaning • If the unit is returned in an excessively dirty condition and additional cleaning above normal is required, additional cleaning charges will apply • Invoiced with last rental invoice
Maintenance Service Fee:	In the event that the rental period extends beyond the normal service intervals defined in the operating and maintenance manual, customer will be responsible for the cost of the appropriate Andritz service.
Rental Dates:	<u>TBD</u> to <u>TBD</u>



Payment Terms:

First 10 days rental and estimate of freight charges to be paid in advance to secure the rental dates. Subsequent rental days and technician charges to be billed every 30 days and are due upon receipt.

Cancellation must be made no less than seven (7) days before the scheduled rental start date. In the event of cancellation of the rental, the initial 10 day rental period and freight payments to secure the rental are non-refundable.



2. Customer Responsibilities

Operator(s) to assist the ANDRITZ technician in conducting the first test runs and coordinating with the plant personnel. This Operator is to be with the rental Equipment during all the operating times.

Personnel to supervise the installation of the Equipment, utilities and product connections and removal of any resulting waste from the processing area in an environmentally “safe” method.

Unloading, Loading and Installation of the Equipment on site along with assisting machine set-up.

Supply and discharge lines to and from the ANDRITZ equipment for product, potable water, operating water, cooling water, process chemicals, and instrument compressed air.

Supply and disposal of any chemicals such as, but not limited to polymers, flocculants, and coagulants that may be necessary for dewatering application.

Supply, installation and field wiring of electrical devices to and from the control panel.

Chemicals for the CIP and general Equipment cleaning.

Site preparation and civil/architectural /mechanical/modifications (as needed).

Necessary permits, licenses, local fees, etc.

Equipment teardown, crating and loading on outbound truck.

Transport costs from the last rental location or Vendor – ANDRITZ facility and return shipment to Andritz facility, if applicable.

3. Rental Agreement Terms

4.1 Term of Rental Period

The term of the rental shall commence upon the delivery of the equipment to the customer and shall continue to the expiration of the period set forth in Section 2.

4.2 Term of Payment

The terms for payment of the Rental charged (as defined in the Quote) will commence (4) calendar days after the Equipment is delivered to the customer’s site or when the Equipment is started, whichever is earlier, and ends upon shipment to Vendor.



4.3 Option to Extend Rental

Customer shall have an option to extend this Rental provided ANDRITZ receives at its Arlington, TX office written notice of customer's desire to so extend at least Ten (10) business days before the expiration of this Rental.

4.4 Start up

An ANDRITZ technician must be present at the start-up of the Equipment. In the event the Equipment requires servicing, customer will have equipment serviced only by an ANDRITZ technician.

4.5 Safety and Maintenance

Customer is responsible for proper maintenance of the equipment while on the premise as well as the proper cleaning thereof prior to return to ANDRITZ. If, after inspection by ANDRITZ it is determined that the equipment requires repair and /or cleaning in excess of that which would be expected under normal operating conditions, the parties will negotiate each party's liability for such costs in good faith.

Customer must provide Material Safety Data Sheets (MSDS) for any substances (products and cleaning agents) processed through the Equipment, as mandated by OSHA's Hazardous Communication Standard. Machines known to be the hazardous materials must be clean and decontaminated by Customer. A Certificate of Cleaning/Decontamination and MSDS sheets must be supplied with shipping papers.

Failure to supply certificate of cleaning/decontamination and MSDS sheets will result in continuation of rental charges and possibly refusal of shipment.

4.6 Tools and spare parts

Customer will be responsible for all tools and parts shipped with the Equipment.

4.7 Late return charge

In the event the customer fails to return the equipment upon the expiration of the Rental period or any extension thereof granted by, customer will be charged a late return penalty at the rate of two (2) times the highest rental charge.

4.8 Ownership and Use

The Equipment shall, at all times, be the sole and exclusive property of ANDRITZ. Customer shall have no rights or property interest therein, except for the right to use it in the normal operation of the Equipment. An executed UCC-1 and Security Document shall be provided to ANDRITZ.

The Equipment is and shall remain personal property even if installed in or attached to real property.



ANDRITZ expressly reserves the right to display notice of ownership on the Equipment by means of a suitable stencil, label or plaque affixed thereto.

Customer shall comply with all applicable laws. Customer shall keep the equipment at all times free and clear from all claims, levies, liens encumbrances and process. Customer shall immediately give ANDRITZ written notice of any such attachment or other judicial process affecting the Equipment Rental hereunder.

Customer shall not pledge, lend, create a security interest in, sublet or part with possession of the Equipment or any part thereof or attempt in any other manner to dispose thereof, or remove the Equipment or any part thereof, without ANDRITZ's permission, from the aforementioned address of the Customer.

Customer will operate the Equipment in accordance with the applicable manual of instructions, by competent and qualified personnel.

4.9 Insurance and Indemnity

Customer shall, at Customer's expense, insure the Equipment against loss by theft, fire, or other casualty in amounts which ANDRITZ believes to be necessary to protect ANDRITZ's interests. Customer shall, at Customer's own expense, obtain general public liability insurance to protect ANDRITZ against claims for property damage, personal injury, and death arising out of the Equipment or its use. The minimum amounts of such insurance shall be \$500,000.00 for injury or death of one person, \$500,000 for any one occurrence, and \$500,000 for property damage. Customer's insurance shall be endorsed to cover customer's liability to ANDRITZ under the Indemnity in paragraph below. Such insurance shall not be cancelable without giving ANDRITZ 30 days prior written notice. Customer shall provide ANDRITZ with certificates of Customer's insurance. Customer shall indemnify and hold harmless ANDRITZ and ANDRITZ's agents, employees, and vendors, against any claim, liability, penalty, judgment, or expense, including attorney's fees, by reason of claims of injury to person or property (including, without limitation, product liability claims) which arise out of the use or condition or control of the Equipment.

4.10 Risk of Loss

Customer hereby assumes the entire risk of loss, damage or destruction of the Equipment from any and every cause whatsoever during the term of this Rental and thereafter until redelivery to and acceptance by ANDRITZ.

4.11 Taxes and Licenses:

Customer shall pay all license fees, registration fees, assessments, charges and taxes (Municipal, State and Federal) which may now or thereafter be imposed upon the leasing, renting, possession or use of the Equipment.



4.12 Breach

Upon default in the payment of any rental payment when due, or upon a breach of any other condition of this Rental to be performed or observed by the customer, or if during the term of this Rental bankruptcy or insolvency proceedings are commenced by or against the customer, or if a writ or execution is levied against the customer's property, or if the customer, or if a writ or execution is levied against the customer's property, or if the customer discontinues business at the address set forth above, ANDRITZ shall have the right, without notice or demand, to terminate this Rental but such termination shall not release the customer from the payment of damages sustained by ANDRITZ.

If, upon any termination of this Rental the customer fails or refuses forthwith to deliver the Equipment to ANDRITZ, ANDRITZ shall have the right to enter the customer's premises or any other premises where the Equipment might be found and take possession or and remove the Equipment without legal process

Customer shall reimburse ANDRITZ for any costs, including reasonable attorney's fees, ANDRITZ incurs in recovery of the Equipment, collecting money which Customer owes ANDRITZ, or enforcing any provisions of this Rental Agreement.

4.13 Warranty

ANDRITZ warrants to Customer that when ANDRITZ delivers the Equipment to the Delivery Point the Equipment shall be in good operating condition. If the Equipment is not in operating condition when ANDRITZ delivers it to the Delivery Point, ANDRITZ shall place the Equipment in operating condition by repairing or replacing the Equipment or components. ANDRITZ shall do this either at Customer's premises or elsewhere, at ANDRITZ's option. Customer agrees to provide ANDRITZ with workspace and utilities, which ANDRITZ needs in order to do ANDRITZ's work.

ANDRITZ warrants to Customer that ANDRITZ has the right to rent out/lease the Equipment to Customer according to the terms of this Rental Agreement. If ANDRITZ does not have such right, ANDRITZ's only obligation under this Section 4.13 shall be to obtain this right.

THE EXPRESS WARRANTIES ANDRITZ MAKES TO CUSTOMER IN THIS SECTION 3.14 ARE THE ONLY WARRANTIES ANDRITZ SHALL OR DOES MAKE. THERE ARE NO STATUTORY OR IMPLIED WARRANTIES. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.14 Limitation of Liability

ANDRITZ's liability, and that of ANDRITZ's agents, employees, and vendors, under this Rental Agreement shall not exceed in the aggregate the reasonable costs of performing ANDRITZ's warranty obligations under Section 4.13. ANDRITZ and ANDRITZ's agents, employees, and vendors, shall in no event be liable to Customer for any loss of profits or revenue or business opportunity, loss from shutdown of Customer's plant or Customer's inability to operate Customer's plant at full capacity, the cost of obtaining



other means for performing the function of the Equipment, or incidental or other consequential damages of any nature.

4.15. Miscellaneous

This Rental Agreement contains ANDRITZ's and Customer's full understanding and supersedes all prior oral or written understandings with respect to its subject matter. This Rental Agreement may not be amended except in writing.

This Rental Agreement shall be governed by and construed according to Texas Law. All notices under this Rental Agreement must be in writing and delivered to the address set forth in the Rental Agreement or such other address notified in writing to the other party and are effective upon receipt. If any portion of this Rental Agreement is found invalid by the final judgment of a court of competent jurisdiction, the remaining portions shall continue in full force. Customer may not assign its rights or obligations under this Agreement without the prior written consent of ANDRITZ. This Rental Agreement may be signed in one or more counterparts each of which shall constitute an original. The article and section headings contained in this Rental Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Rental Agreement.

4. Additional Charges

Technicians will be billed in accordance with the then current Andritz field service rate sheet.

Customer will be responsible for any charges to replace missing tools or equipment supplied with the system or to repair any damage to the equipment not present when the system was supplied.

Customer will be responsible for additional cleaning above and beyond what is considered normal.

Replacement Cost of Equipment: \$400,000

Contract Acceptance:

Company Name: Andritz Separation, Inc

Title: Sr. Vice President

Signature: [Signature]

Date: 11/4/2025

Exhibit A
Invitation to Bid



City of Sherman
PO Box 1106
Sherman, TX 75091-1106

Invitation to Bid

For

Skid-Mounted Sludge Thickener
Rental
ITB No. 2026-03

Publication Dates: Saturday October 18, 2026
Saturday October 25, 2026

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**CITY OF SHERMAN, TEXAS
FINANCE DEPARTMENT**

INVITATION TO BID - BID NO. 2026-03; SKID-MOUNTED SLUDGE THICKENER RENTAL

The enclosed **INVITATION TO BID** (ITB) and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **SKID-MOUNTED SLUDGE THICKENER RENTAL** 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 Tuesday, November 4, 2025**, at the following address:

**City of Sherman – City Hall Administrative Services Conference Room
220 W. Mulberry
Sherman, TX
903-892-7215
craigl@cityofsherman.com**

Bids may be submitted by mail to the following address:

**City of Sherman
Finance Dept. – ITB for SKID-MOUNTED SLUDGE THICKENER RENTAL - No. 2026-03
P.O. Box 1106
Sherman, TX 75091-1106**

OR

Electronically at

www.publicpurchase.com

OR

By delivery at the Municipal Building address listed above.

NOTICE TO BIDDERS

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Craig Long, Sherman City Hall, 220 W Mulberry St, Sherman, Texas 75091 until the hour **3:00 PM on the 4th day of November, 2025**, at which time bids duly delivered and submitted will be considered for supplying the following:

BID NO. 2026-03 – SKID-MOUNTED SLUDGE THICKENER RENTAL

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council at the following address:

**City Council
Chambers City Hall
220 W. Mulberry
Sherman, TX**

Each bid delivered to the City shall be sealed and clearly marked "SKID-MOUNTED SLUDGE THICKENER RENTAL 2026-03" 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, Tuesday, November 4, 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: **SKID-MOUNTED SLUDGE THICKENER RENTAL**

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.

ASSIGNMENT OF BID/CONTRACT

The successful bidder may not assign their rights and duties under and award without the written consent of the City. Such consent shall not relieve the assignor of liability in event of default by their assignee.

BID CONSIDERATION

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.

CHANGES OR ALTERATIONS

No part of this bid may be changed/alterd 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.***

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.

END OF SECTION

TECHNICAL SPECIFICATIONS

Scope:

The rental period starts once the unit is on site and has been commissioned by the vendor's representative. Rental term is month-to-month, estimated to last approximately 18 months. The City is responsible for routine maintenance and cleaning of the equipment while on site.

Utilities provided by the City:

- 460VAC / 3 phase power connected to a 60 AMP circuit breaker
- Wash water – 60 gpm @ 40 psi

Bid Requirements:

- Monthly rental fee
- Delivery, setup, teardown, and pickup fee

Equipment Requirements:

The skid mounted, self-contained rotary drum thickener system should include:

- Rotary drum thickener
- Feed pump
- Thickened sludge pump
- Polymer dosing system for emulsion polymer
- Sludge/polymer mixing tank with agitator
- Control, drive, and starter panels
- Piping and control valves
- Connections for utilities, supply, and return lines provided by the city

Rotary Drum Thickener specifications:

- Capable of feed rates from 60-320 gpm

Feed Pump specifications:

- Progressive cavity pump
- Capable of flow rates from 60-320 gpm
- Controlled by control panel included on the skid

Thickened Sludge Pump specifications:

- Progressive cavity pump
- Capable of flow rates from 40-120 gpm
- Controlled by control panel included on the skid

Polymer Pump specifications:

- Polymer flow range 0.5-10 gpm
- Dilution water flow range 4-40 gpm
- Controlled by control panel included on the skid

Control Panel specifications:

- Vendor to provide a control panel containing all disconnects, starters, contactors, fuses, and VFDs required to run the drum thickener, feed pump, polymer system, and thickened sludge pump

- Vendor provided PLC should integrate startup, shut down, washing, and safety features
- All equipment included in this ITB should be mounted on the skid and controlled and interlocked by the skid's control system

Connection specifications

- 4" sludge feed inlet, camlock / flooded suction
- 1" clean water inlet, male camlock
- 2" water inlet, male camlock
- 6" filtrate discharge male camlock

Additional Requirements:

Unit must be onsite and commissioned within 15 business days of the contract being awarded, or by December 12th, 2025, whichever occurs first.

Affidavit of Compliance

The VENDOR shall furnish to the City an affidavit of compliance stating that the sludge thickener skid system supplied meets the requirements of this specification.

Basis for Rejection

If the sludge thickener skid system does not meet the 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 City at the latter's request and replace it with a satisfactory sludge thickener skid system. The VENDOR shall be responsible for all expenses.

END OF SECTION

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: Andritz Separation, Inc.

Address of Principal Place of Business:

1010 Commercial Blvd S.
Arlington, TX 76001

Mailing Address (if different):

Phone: 817-465-5611 Fax: _____ Email: _____

Separation.service.us@andritz.com

Authorized Representative: Robert King Signature: _____ Date: _____

*

Acknowledgement of Addenda (if any): #1 _____ #2 _____ #3 _____

BID FORM

Bidder accepts all of the terms and conditions set forth in the Advertisement for Bid and the Bid Specification Package.

Monthly Rental Fee:

\$ 15,000.00

Delivery, Setup, Teardown, and Pickup Fee (lump sum):

\$ 750.00

Signature of Bidder

Bidder (print name)


Robert King

Exhibit D
Affidavit of No Prohibited Interest

THE STATE OF Texas §

THE COUNTY OF Tarrant §

I, Robert King, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other: _____

X _____ None of the Above.

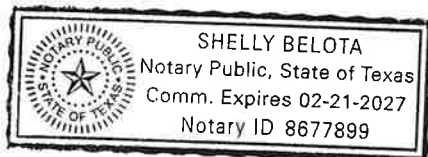
Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ____ day of _____, 202__.

[Signature]
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Robert King, 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 4th day of November, 2025



Shelly Belota
Notary Public in and for the State of Texas
My commission expires: 2/21/2027

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Andritz Separation, Inc

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.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 *[Signature]*
Signature of vendor doing business with the governmental entity

11/4/2025
Date

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/elfinfoform1295.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: **2026-03**

Description of Goods and Services to be provided: **Skid-Mounted Sludge Thickener Rental**

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:

Robert King
Sr. Vice President
Andritz Separation, Inc

NOTARIZATION

THE STATE OF

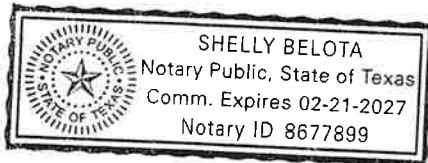
Texas

COUNTY OF

Tarrant

BEFORE ME, the undersigned notary public on this day personally appeared Robert King, on behalf of Andritz Separation, Inc (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 4th day of November, 2025



Shelly Belota

NOTARY PUBLIC IN AND

FOR THE STATE OF

Texas

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.

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

- A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.
- B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.
- C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – “X” means that the following coverage is required for this Agreement.

	Coverage Required	Limits
--	-------------------	--------

<u> X </u>	1. Worker’s Compensation & Employer’s Liability	▪ Statutory Limits of the State of Texas
<u> X </u>	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.
<u> X </u>	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.	
<u> X </u>	7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

- X 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).
- X 10. The Certificate of Insurance must state the project title.
- ___ 11. Other Insurance Requirements (State Below):

Exhibit D
Affidavit of No Prohibited Interest

THE STATE OF Texas §
THE COUNTY OF Tarrant §

I, Robert King, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

- _____ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- _____ Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.
- _____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- _____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000).
- _____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.
- _____ Other: _____
- X _____ None of the Above.

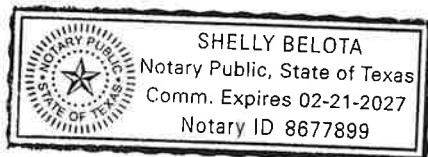
Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ____ day of _____, 202__.

[Signature]
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Robert King, 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 4th day of November, 2025



Shelly Belota
Notary Public in and for the State of Texas
My commission expires: 2/21/2027

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Andritz Separation, Inc

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.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 *[Signature]*
Signature of vendor doing business with the governmental entity

11/4/2025
Date

CITY OF SHERMAN
BID TABULATION
Skid-mounted Sludge Thickener Rental - Invitation to Bid
BID OPENING Tuesday, November 4, 2025; 3:00 PM

[illegible]



City Council Regular Meeting

Agenda Item No. F.4.

Meeting Date: 1/20/2026

Prepared By: Amber Doan, Engineering Coordinator

Approved By: Zachary Flores, City Manager

Caption:

*** RESOLUTION NO. 7617**

Authorizing the Execution of an Encroachment Agreement with Chris Vickrey and Madeline Conrad for the Encroachment of Two (2) Existing Buildings within the to-be-platted 10' Utility Easement and Right of Way along East Street in the proposed Vickrey-Conrad Addition.

Issue:

To consider executing an encroachment agreement relating to a to-be-platted 10' Utility Easement and Right of Way along East Street in the proposed Vickrey-Conrad Addition, City of Sherman, Grayson County, Texas

Background:

The preliminary plat for Vickrey-Conrad Addition was reviewed and Conditionally Approved by City Staff on April 15, 2025. Upon review of the preliminary plat, it was discovered that the two (2) existing one-story buildings extend to 3.1-feet from the property line, which will then encroach into the proposed 10' Utility Easement, which will be dedicated as a part of filing the Vickrey-Conrad Addition final plat. In addition, the dedication of a right-of-way corner clip is required, extending the encroachment of the existing building to 8.08-feet into the right-of-way. The encroachment agreement is a requirement to proceed with submitting the final plat to the Planning & Zoning Commission for approval and ultimately filing the plat with the Plat Records of Grayson County, Texas.

Capital Improvement Program:

N/A

Origination:

Chris Vickrey and Madeline Conrad, property owners

Financial Consideration:

None

Staff Recommendation:

Staff has no objection.

Alternatives:

As may be directed by City Council.

Attachments:

1. Resolution No. 7617
2. .Partially Signed Agmt_01062026
3. .Encroachment Request_01022026
4. .Prelim Plat Vickrey-Conrad Addn
5. .Location Map

RESOLUTION NO. 7617

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT TO CHRIS VICKREY AND MADELINE CONRAD FOR THE ENCROACHMENT OF TWO (2) EXISTING BUILDINGS WITHIN THE TO-BE-PLATTED 10' UTILITY EASEMENT AND RIGHT OF WAY ALONG EAST STREET IN THE PROPOSED VICKREY-CONRAD ADDITION, IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an encroachment agreement for the encroachment for two (2) existing one-story structures within the to-be-platted 10' Utility Easement and Right of Way along East Street in the proposed Vickrey-Conrad Addition, in the City of Sherman, as shown on the Exhibit "A" attached hereto and incorporated herein for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TX on this the 20th day of January 2026.

CITY OF SHERMAN, TEXAS

**BY: _____
SHAWN TEAMANN, MAYOR**

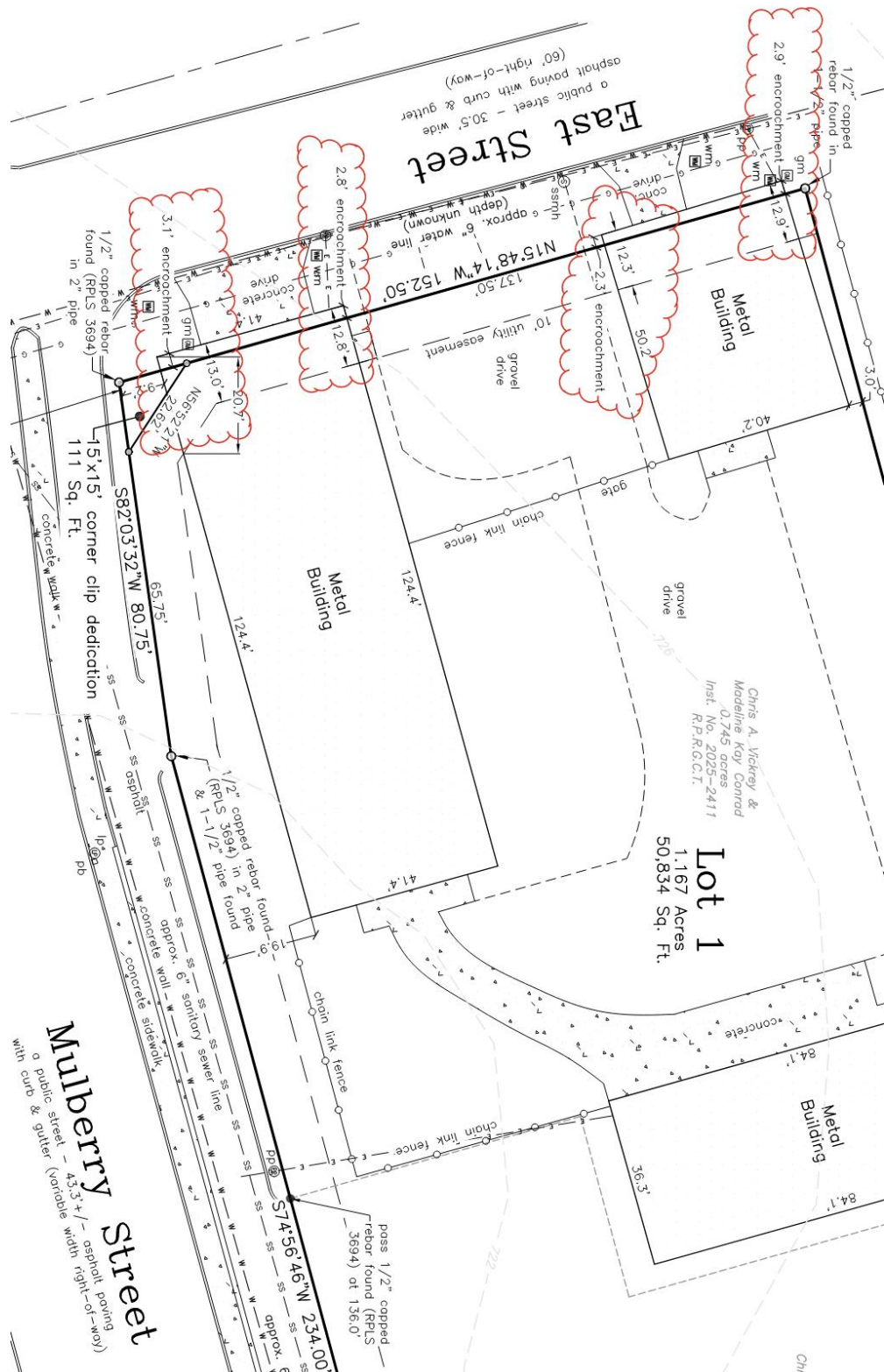
ATTEST:

**BY: _____
TERI FINE, CITY CLERK**

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

**BY: _____
RYAN D. PITTMAN, CITY ATTORNEY**

EXHIBIT “A”



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return to:
City of Sherman
Office of the City Attorney
P. O. Box 1106
Sherman, TX 75091-1106

ENCROACHMENT AND LICENSE AGREEMENT

THIS ENCROACHMENT AND LICENSE AGREEMENT ("Agreement") is made and entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality ("City"), and CHRIS VICKREY and MADELINE CONRAD ("Licensee"). City and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City and any Franchise Utility Company (each a "Franchisee") have existing rights in certain real property by virtue of that certain Plat of the Vickrey-Conrad Addition ("Plat"), Conditionally Approved by Preliminary Plat Conditional Approval Letter dated April 15, 2025, to be filed in the Plat Records, Grayson County, Texas. The Plat, which more particularly describes and depicts a plat-required 10-foot Utility Easement as well as existing and plat-required Right-of-Way ("Property"), is incorporated herein by reference for all purposes; and

WHEREAS, Licensee desires to operate, repair and maintain two (2) one-story structures ("Encroaching Facility"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference for all purposes, by a maximum of 8.08-feet into the boundaries of the Property; and

WHEREAS, in exchange for the consideration set forth below, City has agreed to grant a license to permit the encroachment of the Encroaching Facility on the Property subject to the terms and conditions of this Agreement and provided that Licensee first complies with the City's ordinances relating to the construction and use of the Encroaching Facility.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Licensee do hereby agree as follows:

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement.

2. Location of Encroaching Facility. City hereby grants a nonexclusive license to Licensee, authorizing Licensee to, at its own cost and expense, maintain and repair the Encroaching Facility within that portion of the Property as generally depicted and described in Exhibit A, subject to the terms and conditions of this Agreement. Any modification, alteration, expansion or addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City. In particular, Licensee shall not modify the Encroaching Facility in any manner that results in the Encroaching Facility: (a) occupying more space within the Property than as approved by this Agreement; (b) extending further into the Property than as approved by this Agreement; or (c) changing the Encroaching Facility's location within the Property to be outside the area approved by this Agreement. Licensee shall ensure that Licensee and any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility abide by the terms and conditions set forth herein and any permit governing the Encroaching Facility. Licensee shall, at its own cost and expense, provide a copy of this Agreement to any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility. Notwithstanding anything to the contrary herein, nothing in this Agreement shall be deemed to waive any applicable requirement of the City's ordinances or regulations applicable to the Encroaching Facility, and Licensee shall be responsible for obtaining a permit, if required under the City's ordinance, prior to any construction on the Encroaching Facility.
3. Restrictions on Use of Property. In using the Property for the purposes described herein, Licensee shall, at its own cost and expense, comply with all applicable laws, rules, regulations and requirements, as they exist, may be amended or in the future arising, including but not limited to, City's ordinances, and shall promptly execute and fulfill all orders and requirements imposed by City or other governmental authorities for the correction, prevention and abatement of nuisances or Code violations in, on or connected with the Encroaching Facility. At the conclusion of any work in connection with the Encroaching Facility, Licensee shall ensure that any third party and/or contractor of Licensee engaged in such work shall remove all debris and other materials from the Property and restore the same to substantially the same condition it was in prior to the commencement of the work thereon or in proximity thereto, with the exception of the encroachment permitted herein. Licensee shall ensure that any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility does not, and shall not itself, place trash dumpsters, toxic or hazardous substances or flammable material in or on the Property. Additionally, Licensee shall not place in or on the Property any other improvements unless approved in advance in writing by City. Any modification, alteration, expansion or other addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City.
4. Maintenance of Encroaching Facility. Licensee shall, at Licensee's sole cost and expense, maintain the Encroaching Facility in good condition and repair. City will not, under any circumstance, be responsible for any costs, whatsoever, of

construction, reconstruction, operation, maintenance, repair or removal of the Encroaching Facility. If City notifies Licensee of any deficiencies in any such maintenance, repair or removal of the Encroaching Facility, Licensee shall make the necessary repairs within the earlier of (a) thirty (30) days after the date of such notice or the (b) another date as determined by City and Licensee in writing. If City notifies Licensee of any deficiencies in any such maintenance, repair or removal of the Encroaching Facility, and Licensee shall thereafter fail to complete such maintenance, repair or removal within the required time period, then City may require Licensee to promptly remove the Encroaching Facility or contract, at Licensee's sole cost and expense, for the maintenance, repair or removal of the Encroaching Facility.

5. Removal of Encroaching Facility. City and any Franchisee are entitled to remove all or a portion of the Encroaching Facility as reasonably necessary to construct, reconstruct, maintain or repair public improvements within the affected Property. City or Franchisee will notify Licensee of any intent to remove all, or a portion, of the Encroaching Facility, and upon receiving such notice, Licensee shall ensure that the requested removal is made within the earlier of (a) thirty (30) days after the date of such notice or (b) another date as determined by City and Licensee in writing. If City or Franchisee notifies Licensee of its intent to remove all, or a portion, of the Encroaching Facility, and Licensee shall thereafter fail to complete the removal within the required time period, then City or Franchisee may require Licensee to promptly remove the Encroaching Facility. Notwithstanding anything to the contrary herein, if the removal is necessitated by an emergency, no notice is required. If so removed, City or Franchisee has no obligation to replace the affected portions of the Encroaching Facility upon completion of such work.
6. Risk and Liability. Licensee assumes all risks and liability resulting or arising from or relating to Licensee's use of the Property, the Encroaching Facility, the existing condition or location of the Property or the existing state of maintenance, repair or operation of the Property. Licensee agrees and acknowledges that City or Franchisee shall not be liable, whatsoever, for any damage to the Encroaching Facility as a result of City's or Franchisee's use or enjoyment of the rights provided it in the Property. Any City and/or Franchisee property or infrastructure damaged or destroyed by Licensee or its agents, employees, representatives, invitees, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, shall be repaired or replaced by City or Franchisee at Licensee's sole cost and expense and payment is due immediately upon Licensee's receipt of an invoice from City or Franchisee.
7. **INDEMNIFICATION.** **LICENSEE AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND ANY OTHER THIRD PARTIES FOR WHOM CITY IS LEGALLY RESPONSIBLE, AS WELL AS EACH FRANCHISEE, ITS AGENTS,**

REPRESENTATIVES, EMPLOYEES, AND ANY OTHER THIRD PARTIES FROM WHOM FRANCHISE IS LEGALLY RESPONSIBLE FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), LOSSES, DEMANDS, EXPENSES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), OR OTHER HARM ARISING OUT OF, OR OCCASIONED BY, ANY NEGLIGENCE, GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, WHETHER BY ACT OR OMISSION, OF ANY LICENSEE OR ITS AGENTS, REPRESENTATIVES, EMPLOYEES, SEPARATE CONTRACTORS AND/OR SUBCONTRACTORS AND/OR THIRD PARTIES FOR WHOM EACH SUCH LICENSEE IS LEGALLY RESPONSIBLE, REGARDLESS OF ANY JOINT OR CONCURRENT NEGLIGENCE OF CITY OR FRANCHISEE.

IN ITS SOLE DISCRETION, CITY AND FRANCHISEE SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY LICENSEE IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY OR FRANCHISEE, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY OR FRANCHISEE IN WRITING. CITY AND FRANCHISEE RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY AND FRANCHISEE IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY OR FRANCHISEE IS NOT TO BE CONSTRUED AS A WAIVER OF LICENSEE'S OBLIGATION TO DEFEND CITY OR FRANCHISEE OR AS A WAIVER OF LICENSEE'S OBLIGATION TO INDEMNIFY CITY OR FRANCHISEE PURSUANT TO THIS AGREEMENT. LICENSEE SHALL RETAIN CITY-APPROVED OR FRANCHISEE-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S OR FRANCHISEE'S WRITTEN NOTICE THAT CITY OR FRANCHISEE IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ANY LICENSEE FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY AND FRANCHISEE SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND LICENSEE SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY OR FRANCHISEE.

THE PROVISIONS OF THIS SECTION 7 ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON, ENTITY OR THIRD PARTY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION 7 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

8. **No "Permit."** NOTHING CONTAINED IN THIS AGREEMENT SHALL CONSTITUTE A "PERMIT" AS DEFINED IN CHAPTER 245, TEX. LOC. GOV'T CODE, AND NOTHING IN THIS AGREEMENT SHALL BE CONSIDERED TO PROVIDE THE CITY WITH FAIR NOTICE OF A PROJECT. LICENSEE WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEX. LOC. GOV'T CODE BASED ON THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
9. **Default/Remedies.** If Licensee, its employees, agents, representatives, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, defaults under any of the terms and conditions of this Agreement and such default continues for a period of five (5) days after City or Franchisee notifies Licensee of such default in writing, City or Franchisee may, at its sole election and in addition to any other remedies it may exercise, terminate this Agreement, and upon such termination, all of Licensee's rights hereunder shall cease and terminate. This Agreement shall also terminate upon Licensee's abandonment of the Encroaching Facility.
10. **Miscellaneous Provisions.**
- a. **Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the Parties shall be as follows:
- If to City, addressed to it at:
City of Sherman
Attention: Wayne E. Lee, P.E., CFM, Director of Engineering
220 W. Mulberry St.
Sherman, TX 75091
Telephone: (903) 892-7327
Email: waynel@cityofsherman.com
- with a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.

Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Email: rpittman@abernathy-law.com

If to Licensee, addressed to it at:

Chris Vickrey
Madeline Conrad
7212 Scotland Court
Plano, TX 75024-4571
Telephone: (903)271-7368
Email: vickreypinnacle@yahoo.com

- b. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.
- c. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- d. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- e. Authority to Execute. Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing its signatories hereto, warrant and represent that they have the authority to bind its respective parties as duly authorized representatives thereof.
- f. Savings/Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

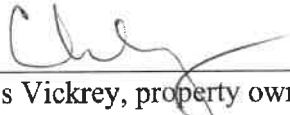
- g. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.
- h. No Third Party Beneficiaries. The parties do not intend that this Agreement be construed as creating any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- i. Indemnification. The parties agree that the indemnity provisions set forth in Section 7 herein are conspicuous, and the parties have read and understood the same.
- j. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- k. Immunity. The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- l. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the parties. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to system it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement.

LICENSEE:

CHRIS VICKREY

By: 
Chris Vickrey, property owner

Date: 1-6-2024

CITY:

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager

Date: _____

LICENSEE:

MADELINE CONRAD

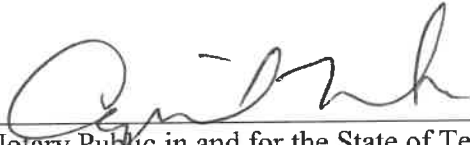
By: 
Madeline Conrad, property owner

Date: 1-6-2024

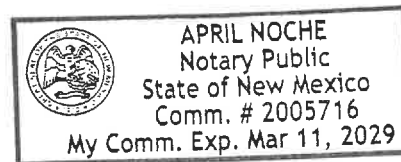
New Mexico AM
STATE OF ~~TEXAS~~ §
COUNTY OF ~~GRAYSON~~ §
Santa Fe §

BEFORE ME, the undersigned authority, on this day personally appeared Chris Vickrey known to me to be the person whose name is subscribed to the foregoing instrument, and that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of January, 2026


Notary Public in and for the State of Texas
My Commission Expires: March 11, 2029

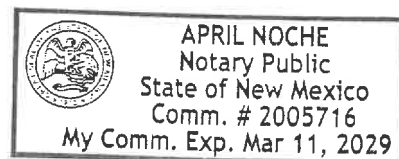
New Mexico AM
STATE OF ~~TEXAS~~ §
COUNTY OF ~~GRAYSON~~ §
Santa Fe §



BEFORE ME, the undersigned authority, on this day personally appeared Madeline Conrad known to me to be the person whose name is subscribed to the foregoing instrument, and that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of January, 2026


Notary Public in and for the State of Texas
My Commission Expires: March 11, 2029



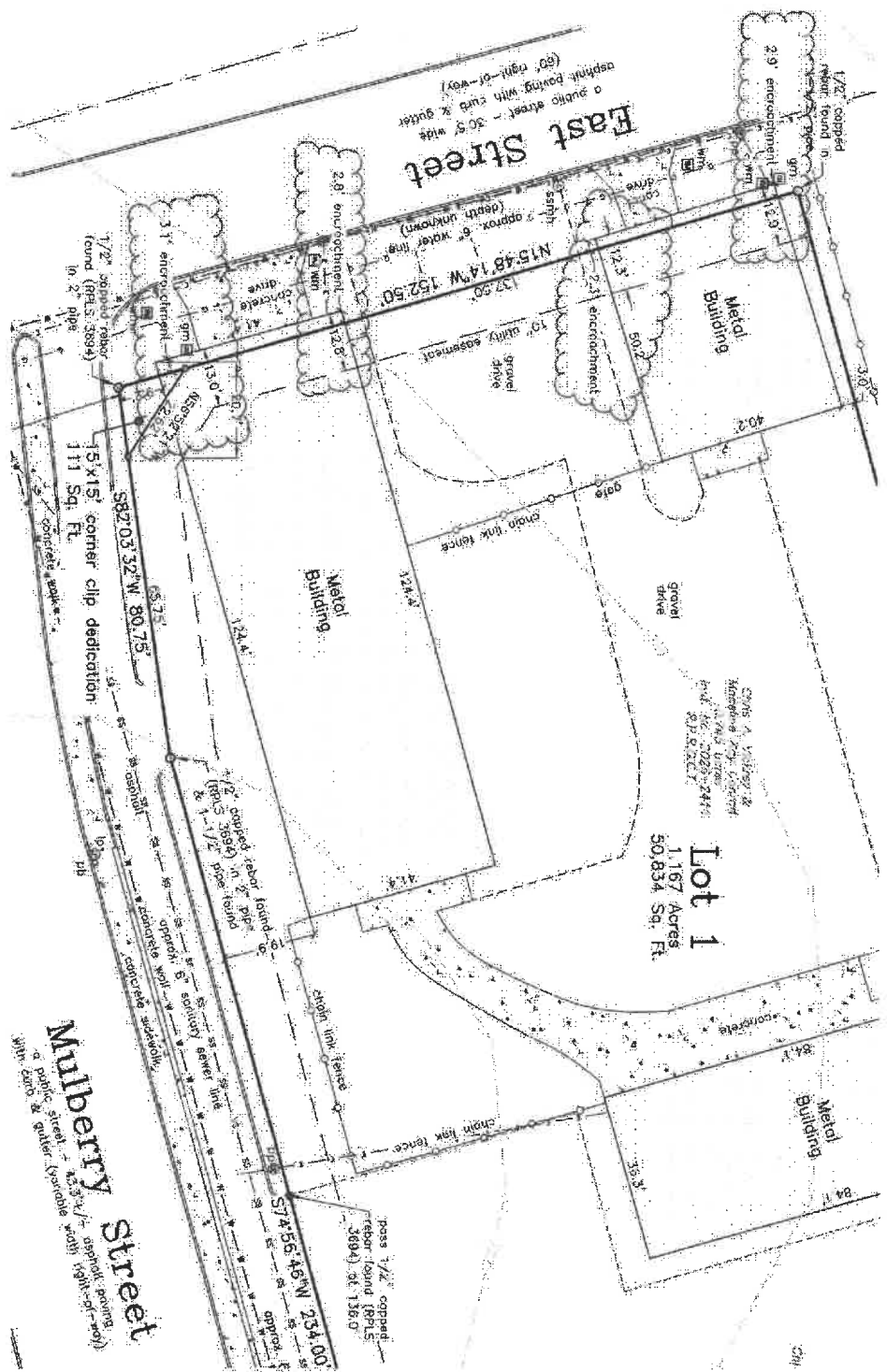
THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared Zachary Flores, known to me to be the person whose name is subscribed to the foregoing instrument; he acknowledged to me that he is the city manager and duly authorized representative of the CITY OF SHERMAN, TEXAS, a Texas home-rule municipality, and that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the CITY OF SHERMAN, TEXAS.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

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

EXHIBIT "A"



ENCROACHMENT AGREEMENT REQUEST LETTER

Project: Vickrey-Conrad Addition

Property Address: 309 N. East Street/521 E. Mulberry Street, Sherman

Property ID: 161617

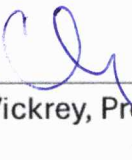
Property Owner: Chris Vickrey and Madeline Conrad

7212 Scotland Court, Plano, TX 75024-4571

Phone: 903-271-7368 – Email: vickreypinnacle@yahoo.com

The purpose of this request is to obtain an approved encroachment agreement to submit a final plat on the above described property as part of the preliminary plat conditional approval letter dated April 15, 2025.

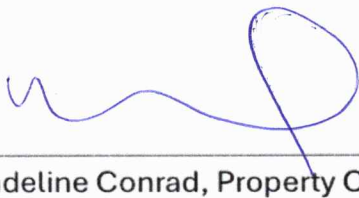
Maximum Encroachment into Right of Way: 8.08 feet; Maximum Encroachment into 10' Utility Easement: 10 feet. See attached Exhibit for dimensions.



Chris Vickrey, Property Owner

1-2-26

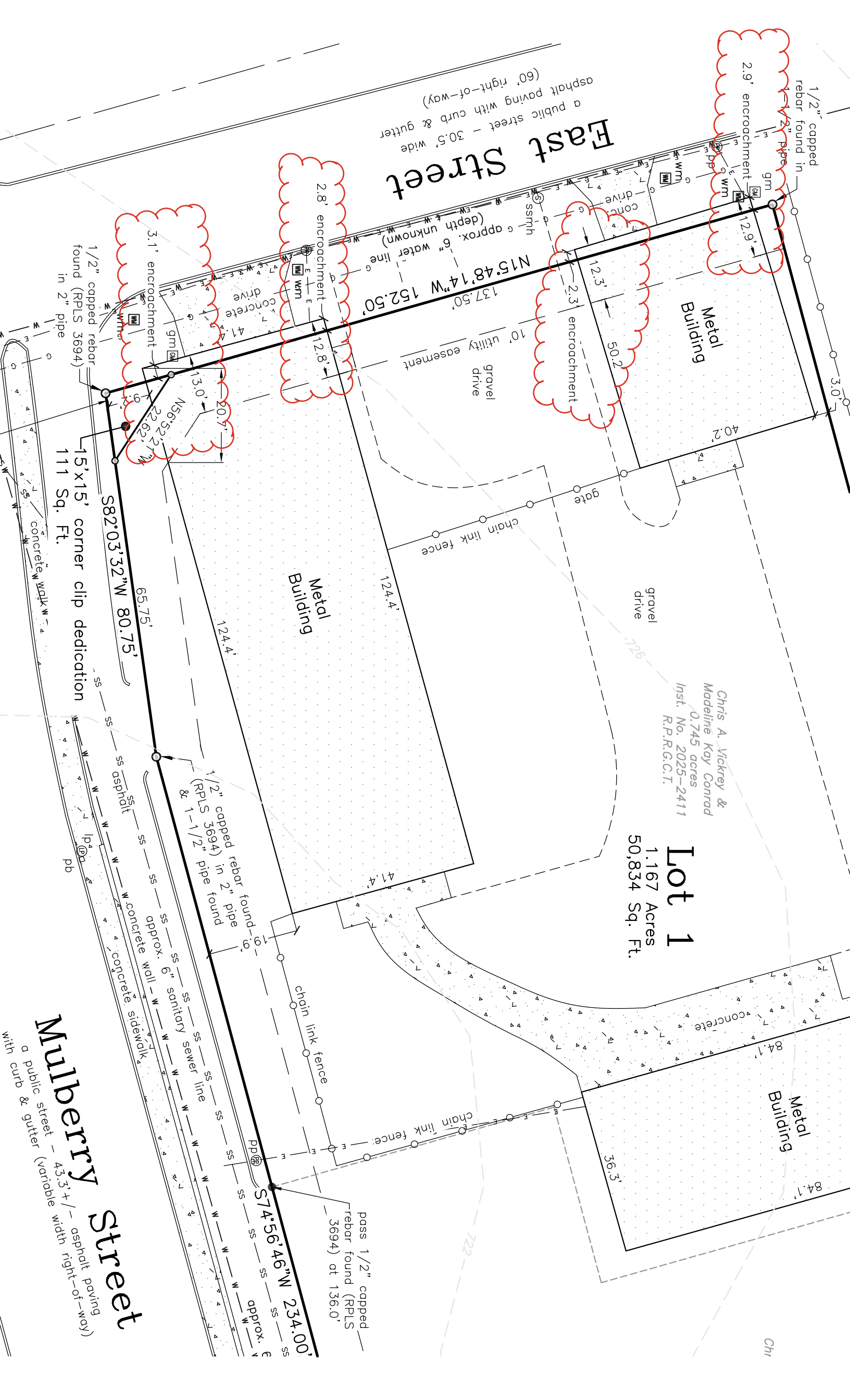
Date



Madeline Conrad, Property Owner

1-2-26

Date



East Street

a public street - 30.5' wide
asphalt paving with curb & gutter
(60' right-of-way)

2.9' encroachment

2.3' encroachment

2.8' encroachment

3.1' encroachment

Metal Building

Metal Building

Chris A. Vickrey &
Madeline Kay Conrad
0.745 acres
Inst. No. 2025-2411
R.P.R.G.C.T.

Lot 1
1.167 Acres
50,834 Sq. Ft.

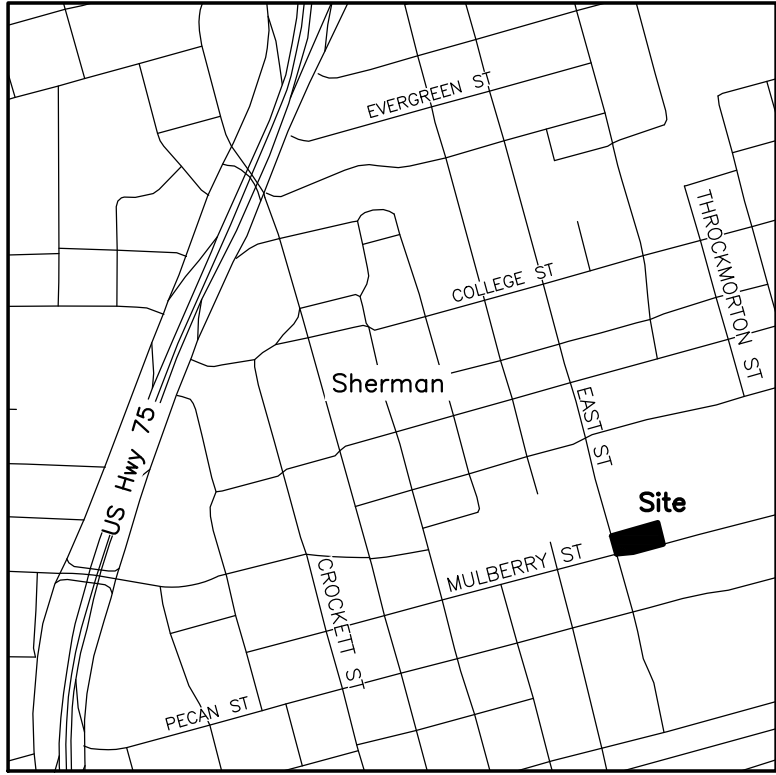
Metal Building

15'x15' corner clip dedication
111 Sq. Ft.

Mulberry Street

a public street - 43.3'+/- asphalt paving
with curb & gutter (variable width right-of-way)

Vicinity Map
(not to scale)



General Notes:

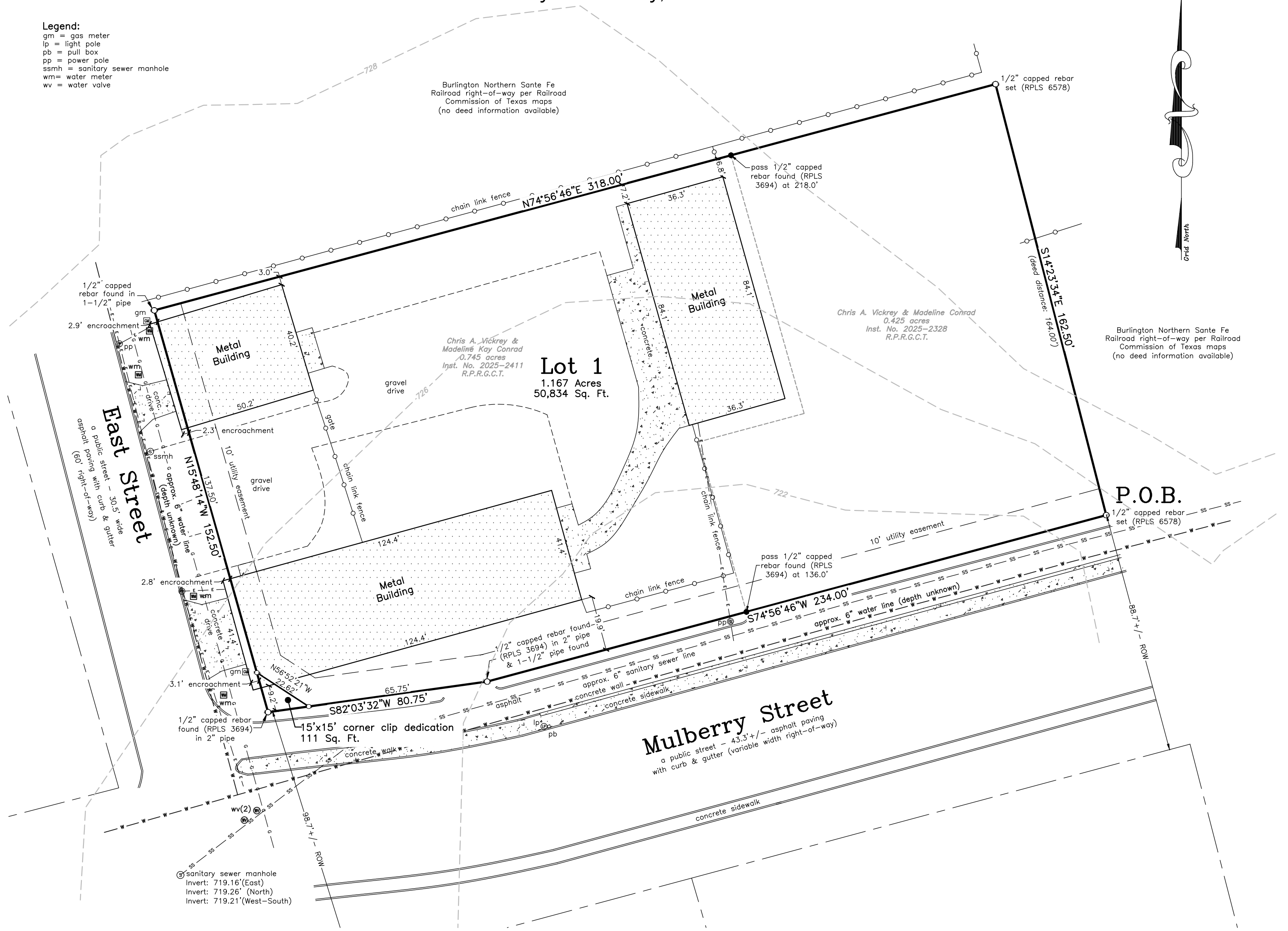
1. Water Supply to be provided by City of Sherman.
2. Sewer service to be provided by City of Sherman.
3. Electrical service is provided by Oncor Electric Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat hereon lies within a Zone "X" (areas determined to be outside 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0290 G, Revised Date: September 1, 2022.
8. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

Notice: Preliminary plat, for inspection purposes only. In no way official or approved for record purposes. Contours shown hereon based upon City of Sherman GIS maps. No on-ground topographic data was collected during this survey.

J.B. McAnair Survey
Abstract No. 763
City of Sherman
Grayson County, Texas

Bearing Base: Texas Coordinate System of NAD83, North Central Zone per GPS observations. All coordinates are in U.S. Survey Feet and all distances are in surface distances.

Legend:
gm = gas meter
lp = light pole
pb = pull box
pp = power pole
ssmh = sanitary sewer manhole
wmm = water meter
wv = water valve



LEGAL DESCRIPTION

SITUATED in the City of Sherman, County of Grayson, being a part of the J.B. McAnair Survey, Abstract No. 763, and being all of the 0.745 acre tract conveyed by Warranty Deed with Vendor's Lien from Goodwill Industries of Northeast Texas, Inc. to Chris Vickrey and Madeline Kay Conrad on January 24, 2025 as recorded in Inst. No. 2025-2411, Real Property Records, Grayson County, Texas, and all of the 0.425 acre tract of land conveyed from Bethany Ann Wells, Joshua Evans Holbrook, Jason Nicholas Holbrook, Michael Drew Holbrook, Jacquelyn Michelle Melton and Joshua Holbrook, Independent Executor of the Estate of Fred Henry Holbrook to Chris A. Vickrey and Madeline Conrad on January 27, 2025 and recorded in Inst. No. 2024-2328, said Real Property Records and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch capped rebar set (RPLS 6578) in the North line of Mulberry Street, a public street, and being the Southeast corner of both said Vickrey & Conrad 0.425 ac. and the herein described tract;

THENCE South 74 deg. 56 min. 46 sec. West, with the North line of said Mulberry Street and the South line of said Vickrey & Conrad 0.425 ac., passing a 1/2 inch capped rebar found (RPLS 3694) at 136.0 ft. at the Southwest corner of said Vickrey & Conrad 0.425 ac. and the Southeast corner of said Vickrey & Conrad 0.745 ac., continuing with the South line of said Vickrey & Conrad 0.745 ac. for a TOTAL distance of 234.00 ft. to a 1/2 inch capped rebar found (RPLS 3694) in a 2 inch and a 1-1/2 inch pipe found at an angle point;

THENCE South 82 deg. 03 min. 32 sec. West, continuing with the North line of said Mulberry Street and the South line of said Vickrey & Conrad 0.745 ac., a distance of 80.75 ft. to a 1/2 inch capped rebar found (RPLS 3694) in a 2-inch pipe at the intersection of the North line of said Mulberry Street with the East line of East Street, a public street, and being the Southwest corner of both said Vickrey & Conrad 0.745 ac. and the herein described tract;

THENCE North 15 deg. 48 min. 14 sec. West, with the East line of said East Street and the West line of said Vickrey & Conrad 0.745 ac., a distance of 152.50 ft. to a 1/2 inch capped rebar found in a 1-1/2 inch pipe at the Northwest corner of both said Vickrey & Conrad 0.745 ac. and the herein described tract;

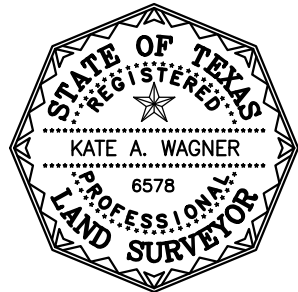
THENCE North 74 deg. 56 min. 46 sec. East, with the North line of said Vickrey & Conrad 0.745 ac., passing a 1/2 inch capped rebar found (RPLS 3694) at the most Northerly Northwest corner of said Vickrey & Conrad 0.425 ac. and the Northeast corner of said Vickrey & Conrad 0.745 ac., continuing now with the North line of said Vickrey & Conrad 0.725 ac. for a TOTAL distance of 162.50 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at the Northeast corner of both said Vickrey & Conrad 0.745 ac. and the herein described tract;

THENCE South 14 deg. 23 min. 34 sec. East, with the East line of said Vickrey & Conrad 0.425 ac., a distance of 162.50 ft. to the **PLACE OF BEGINNING** and containing 1.170 ACRES of land.

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

Kate A. Wagner, R. P. L. S. No. 6578 Date:

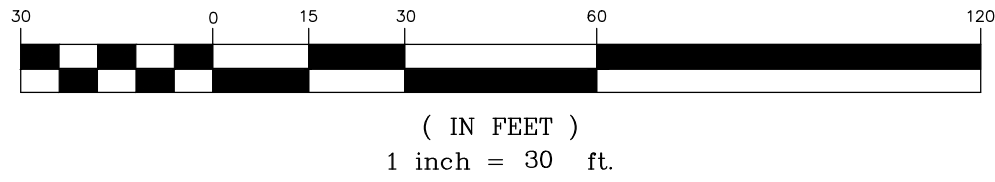


Owners:
Chris A. Vickrey &
Madeline Conrad
P.O. Box 1372
Sherman, TX 75090

SURVEYOR:

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10028100

GRAPHIC SCALE



STATE OF TEXAS
COUNTY OF GRAYSON

We, Chris A. Vickrey & Madeline Conrad, sale owners of Vickrey-Conrad Addition to the City of Sherman, Texas, do hereby dedicate the streets, easements, alleys, rights-of-way, parks, school sites and other public places shown hereon to the public use forever.

William Bradley Douglass

Larena Virginia Douglass

AVIGATION RELEASE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Chris A. Vickrey & Madeline Conrad, hereinafter called OWNERS, are the owners of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described in this plat.

OWNERS do hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a home-rule municipality, hereinafter called CITY, and the Sherman Municipal Airport, hereinafter called AIRPORT, and their respective successors and assigns, of and from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of any and all aircraft ("aircraft" being defined for the purpose of this instrument as any contrivance now known or hereinafter invented, including but not limited to jet, propeller-driven, civil, military, experimental or commercial aircraft and helicopters, regardless of existing or future noise levels, designed or used for the purpose of transporting persons or property through the air, by whoever owned or operated), in the airspace over OWNER's property. Such release shall include, but not be limited to, any damages to OWNER'S property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at, taking off from, operating at or on, or being maintained at the Sherman Municipal Airport, whether such claim be for injury or death to person or persons or damages to or taking of property.

This Release shall be binding upon OWNER and OWNER'S successors, heirs, executors, administrators and assigns, and shall be a covenant running with the land.

Executed this _____ day of _____, AD, 2025.

Chris A. Vickrey

Madeline Conrad

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared Chris A. Vickrey, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2025.

Notary Public, Grayson County, Texas

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared Madeline Conrad, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2025.

Notary Public, Grayson County, Texas

CITY ACCEPTANCE

Sherman
CLASSIC TOWN. BROAD HORIZON.

City Engineer
City of Sherman

Date

ATTEST:

City Clerk

Preliminary Plat
Lot 1
Vickrey-Conrad Addition
to the
City of Sherman
Grayson County, Texas
1.170 Acres
in the
J.B. McAnair Survey
Abstract No. 763

DATE OF PREPARATION: APRIL 3, 2025
JOB No. CGS390325

Encroachment - 521 E. Mulberry Street



0 25 50 100 Feet





SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. G.1.

Meeting Date: 1/20/2026

Prepared By: Shawn Hackworth, IT Manager

Approved By: Zachary Flores, City Manager

Caption:

*** PAYMENT AUTHORIZATION**

Authorization to pay for year two of agreement with Motorola Solutions for Body Cameras, In-Car Video Systems, and Cloud Service

Issue:

Authorization to pay for year 2 of agreement with Motorola for Body Cams, In-Car Video, & Cloud Service

Background:

Motorola for Body Cams, In-Car Video, & Cloud Service is used by Police Department. This is for payment of year 2.

Capital Improvement Program:

Origination:

IT Department

Financial Consideration:

\$134,000 each year; under purchasing contract Texas DIR-TSO-4101. This is within budget for FY26.

Staff Recommendation:

The staff recommends this is approved.

Alternatives:

Attachments:

1. Invoice for Year 2



Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

Invoice 1187157344

Issue Date Oct 08, 2025	P.O. No. QUOTE-2772289	P.O. Date Oct 14, 2024
Sales Order 3203544655	Delivery No.	Customer No. 1035975343

Billing Address

SHERMAN POLICE DEPT, CITY OF
ATTN: Accounts Payable
2600 W TRAVIS ST
SHERMAN TX 75092
United States

Shipping Address

SHERMAN POLICE DEPT, CITY OF
2600 W TRAVIS ST
SHERMAN TX 75092
United States

Important Information**For all invoice payment inquiries contact**

SLT6AR@motorolasolutions.com
Telephone: 800-247-2346

Special Instructions and Comments

General Comment: SERVICE FROM 14-OCT-2025 TO 13-OCT-2026

Payment Details**Payment Method / Terms**

Net Due in 30 Days

Payment Address

Motorola Solutions, Inc.
13104 Collections Center Drive
Chicago, IL 60693
United States

Bank

CHICAGO

Bank Account No.

3756319819

ABA Routing No. for ACH

111000012

ABA Routing No. for Wire Transfer

026009593

SWIFT

BOFAUS3N

Invoice Total

USD 134,000.00

Payment Due Date Nov 07, 2025

Pay Online

motorolasolutions.com/billing

Invoice 1187157344

Please detach here and return the bottom portion with your payment

Page 1 of 2

Payment Coupon**Invoice 1187157344****Issue Date**

Oct 08, 2025

Customer No.

1035975343

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

Billing Address

SHERMAN POLICE DEPT, CITY OF
ATTN: Accounts Payable
2600 W TRAVIS ST
SHERMAN TX 75092
United States

Payment Address

Motorola Solutions, Inc.
13104 Collections Center Drive
Chicago, IL 60693
United States

Invoice Total

USD 134,000.00

Tax Included 0.00

Payment Due Date **Nov 07, 2025**

Provide your remittance details to:
US.remittance@motorolasolutions.com

#	Description	Ship Date	Service Period	Unit Price	Qty	Amount
1	PAYMENT 2 OF 5 - VAAS, CCE AND VIGILANT			134,000.00	1	134,000.00
USD Subtotal						134,000.00
USD Total Tax						0.00
USD Invoice Total						134,000.00
USD Amount Due						134,000.00



City Council Regular Meeting

Agenda Item No. H.1.

Meeting Date: 1/20/2026

Prepared By: Tasheena Taylor, Records & Information Coordinator

Approved By: Zachary Flores, City Manager

Caption:

OTHER BUSINESS

Receive Quarterly Progress Report from Sherman Economic Development Corporation President Kent Sharp

Issue:

To receive the Sherman Economic Development Corporation (SEDCO) quarterly progress report from President Kent Sharp

Background:

The brief presentation by the SEDCO President will provide the City Council with an overview of SEDCO's activities and accomplishments during the period from October 2025 to December 2025. SEDCO's last update was presented at the September 16, 2025 City Council and SEDCO Board of Directors Joint Meeting.

Capital Improvement Program:

Origination:

City Council

Financial Consideration:

This presentation is for information purposes only and has no impact on the City's revenues or expenses.

Staff Recommendation:

No action is required of the City Council.

Alternatives:

None recommended

Attachments:

1. SEDCO Quarterly Report - January 2026

REPORTING FORM FOR BOARDS AND COMMISSIONS

Name of Board: Sherman Economic Development Corporation

Name of Chair: Gail Utter

Name of Vice-Chair: Jason Brumm

Date of Report to City Council: January 20, 2026

- 1. In simple terms and as briefly as possible, please describe the mission of your board.**
 - *The mission of the Sherman Economic Development Corporation (SEDCO) is to grow and diversify the economy of Sherman and the surrounding area through the addition of new jobs and investment of primary employers.*
- 2. Please list the top accomplishments of your board within the past quarter. (Please limit the list to five or fewer items).**
 - *Co-hosted the Sherman Mayor's Economic Development Roundtable, bringing together local leadership, industry partners, and community stakeholders for a forward-looking discussion on Sherman's growth and economic momentum. The program featured the State of the City presented by City Manager Dr. Zachary Flores, industry insight from Juan-Carlos Ruck of H-E-B, and a hometown-to-national perspective conversation with Will Cain of FOX News, moderated by Mayor Shawn Teamann.*
 - *Presented a \$350,000 check to Coherent in recognition of their \$9,902,291.06 in qualified capital investment and their continued commitment to maintaining an annual average of 338 full-time employees at their facility located at 3800 S. U.S. 75.*
 - *Presented the second of three annual incentive payments in the amount of \$307,369.83 to Tyson Fresh Meats, Inc. after verifying full compliance with the Agreement for Financial Assistance, including maintaining an annual average of at least 1,600 full-time employees at its Sherman facility.*
 - *Construction is underway on Molino's corn mill facility.*
- 3. What are your plans for this board in the next quarter?**
 - *Compete aggressively for the attraction of new jobs and investments to the city by narrowing our focus to national and international companies within the advanced manufacturing, semiconductor, research and development, and corporate headquarters clusters.*
 - *Through the Business Retention and Expansion (BRE) Program, we will continue our BRE visits to the Sherman industries and work closely with companies that have announced new investments in Sherman to ensure they have the support to meet their goals and receive the incentives as identified in the performance agreements.*
 - *Host the Plant Manager & Safety Leader Forum on January 13 at Sherman High School to tour the CTE Lab.*
 - *Host a Women in STEM Speed Networking event on February 10 at GlobalWafers and host a booth at the College and Career Fair at B. McDaniel Intermediate School on January 30.*
 - *Kent will participate in Sherman Chamber Leadership Economic Development Day.*
 - *Ashton will complete the final two modules for the Certified Texas Economic Development Certification.*

- *The SEDCO team will attend the Texas Economic Development Council's Winter Conference in El Paso, TX in February.*
- *Continue to add contacts to the Sherman WOMO business directory.*
- *Contact each company for current job count, job listing updates on shermantxjobs.com, and industry updates. New listings will be boosted on social media.*
- *Complete an aerial Map update.*
- *Preparing for the WOMO Connect & Shop Expo scheduled for April 30.*
- *Planning to host a Regional event in May.*

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

- *The SEDCO Board meets on the second Tuesday of each month and holds Special Called Meetings when needed. Since our last report, the SEDCO Board has held three Regular Scheduled Board Meetings (October 14th, November 18th, December 9th).*

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

- *100%*

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

Dr. Al Hambrick missed all of the 4th quarter meetings due to surgery. Robin Phillips and Rob Wilson were absent for the October 14th Regular Scheduled Meeting.

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

- *Presently working ten active projects with an estimated \$8.7 billion CAPEX and approximately 3,860 new jobs and 356 retained jobs.*
- *Completed nine site visits and prospect calls with companies interested in relocating and/or expanding their operations to Sherman.*
- *During the last quarter, the SEDCO Board approved the following:*
 - *Resolution No. SEDCO-2025.21 Wastewater Easement SEDCO Parcel 125531 with the City of Sherman concerning property situated in the Sherrod Dunman Survey, Abstract No 329, located south of Progress Park VIII.*
 - *Resolution No. SEDCO-2025.22 Three Rail Easements with DJL Properties Texas, LLC consisting of 7.169 acres, 3.943 acres, and 1.264 acres in the W.A. Martin Survey located in Progress Park II*
 - *Resolution No. SEDCO-2025.23 License Agreement and State Law Addendum with the Board of Regents of The University of Texas System for a 100 sq ft use of land on Progress Park I and IV for Seismic Study*
 - *Resolution No. SEDCO-2025.24 authorizing and approving the execution of an Access Easement with a Temporary Construction Easement with the City of Sherman, Texas, concerning property situated in the Sherrod Dunman Survey, Abstract No. 329.*
 - *Resolution No. SEDCO-2025.25: Authorizing a \$50,000 Small Business Development Grant for DSBWorldwide, Inc., dba EduClasses, to support a \$145,000 capital investment at its Sherman facility, while retaining at least seven full-time jobs and participating in SEDCO's Community Involvement Initiative through a 1% contribution to a local nonprofit.*
 - *Resolution No. SEDCO-2025.26: Authorizing up to \$2.2 million in incentives for Tower Extrusions, LLC to support a \$71.8 million investment to purchase, upgrade, and reopen the former Kaiser Aluminum facility in Sherman, creating and maintaining*

at least 70 manufacturing jobs and participating in SEDCO's Community Involvement Initiative with a 1% contribution to a local nonprofit.

- *Resolution No. SEDCO-2025.27: Authorizing a \$500,000 grant for new equipment for the Engineering Program at Austin College to support hands-on training and strengthen the local engineering and advanced manufacturing workforce pipeline in Sherman.*
- *Kent, Ashton, and Shannon attended Semicon West in Phoenix, co-sponsored the Texas on Deck: Swing, Sip, and Connect event where we collected 77 leads.*
- *Kent participated on the Regional Economic Development panel at the Texoma Made Conference hosted by Texoma Council of Governments at Austin College.*
- *Hosted the Leadership Lunch with 25 Plant Managers and Community Leaders in attendance.*
- *Co-hosted the Red, White, and You Job Fair with 49 employers, 396 job seekers, and 32 veterans.*
- *Hosted the Women in STEM industry meet-up at Assa Abloy with 46 ladies in attendance.*
- *Participated in two Women in STEM committee meetings to discuss past and future events.*
- *Permit meeting with Coherent, T & D Engineering, K & B Construction, and City of Sherman staff to discuss upcoming projects and permitting process.*
- *Collaboration meeting with Texas Instruments, Denison Development Alliance, Workforce Solutions Texoma, and Interlink.*
- *Met with Workforce Solutions Texoma and Interlink to discuss NNME Microelectronics grant to expand workforce upskilling and reskilling.*
- *Met the seismic study team to discuss placement of equipment on Progress Park I and IV.*
- *Meeting to discuss dirt placement options in Progress Park VI related to new industrial construction and identify the best solution for all parties involved. Participants on the call included Huitt-Zollars, BGE Inc., and Via Rail.*
- *Continued the weekly meetings with Sherman industries (both existing and new), BNSF, and Via Rail to discuss rail projects in Progress Park.*
- *Updated the aerial map in preparation for new printed maps in 2026.*
- *Kent and Ashton attended the Texas Economic Development Corporation (TEDC) Board Retreat and Team Texas Advisory Council Winter Retreat in Austin.*
- *Shannon attended the Southern Economic Development Council (SEDC) Emerging Leaders Conference in Dallas.*
- *Shannon attended the International Asset Management Council Fall Forum in Indianapolis, IN.*
- *The SEDCO team and Gail Utter, SEDCO Board Chair, attended the Economic Development Sales Tax Workshop in Richardson, TX.*
- *Ashton completed the Certified Texas Economic Developer (CTED) modules in Innovation and Entrepreneurial Strategies, Talent, Ecosystems, and Workforce Development at College Station.*
- *Michelle completed the Basic Economic Development Course in Frisco, TX.*
- *Michelle was Principal for a Day at Fred Douglas Early Childhood Center. This program brings community leaders into Sherman Independent Schools to form ongoing partnerships, increase awareness of the strengths and challenges and well as demonstrate the commitment to quality education for all students.*
- *Shannon attended the Economic and Market Outlook Seminar at Austin College.*

- *Kent and Shannon attended the 2025 State of the Community hosted by Texoma HR with County Judge Bruce Dawsey, Sherman Mayor Shawn Teamann, and Denison Assistant City Manager Renee Waggoner presenting.*
- *Kent and Shannon attended the Dallas Regional Chamber DFW Regional Marketing Team Lunch.*
- *Toured the Sherman High School for options of available space for future events.*
- *The SEDCO staff meet with Rob Rae and Kerri Turner, Development Services, for a 101 Planning/Process meeting part 1 and 2 to better understand the permitting process and how we can assist our industries.*
- *Partnership call between SEDCO and Southern Economic Development Council.*
- *Kent met with members of the Community Cares Fund to discuss mission, funding, and reporting methods.*
- *Sponsored and attended the Sherman Chamber Annual Awards Celebration.*
- *SEDCO staff participated in multiple webinars, committee meetings, and community events.*
- *Sponsored eight ads on Facebook highlighting Sherman industries, Red, White, and You Job Fair, Manufacturing Monday, Progress Park, available jobs on shermantxjobs.com, the Sherman community including downtown, and sedco.org:*
 - *Total Reach: 38,804*
 - *Total Link Clicks: 1001*
 - *Total Post Engagement: 6,163*

2026

Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

[illegible]