

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, FEBRUARY 16, 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 JUSTON DOBBS**
- A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 2, 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

Special Presentations

D.1. SPECIAL PRESENTATION

City Employee Winter Weather Recognition

Public Hearing

E.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6917

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 1.51 Acres Being A Part Of The G.B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas, Located At 1207 East Ida Road, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In C-2 (General Commercial) District Zoning Classification, Bobby Richerson (Owner), And Sartin & Associates (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6918

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 18.557 Acres Being A Part Of The John Jennings Survey, Abstract No. 647, City Of Sherman, Grayson County, Texas, Located At 4305 North Travis Street, Heretofore Zoned R-6 (Single Family Residential) District, And C-1 (Retail Business) District; Rezoning And Placing The Tract In PD (Planned Development) District With A Base Zoning Of C-1 (Retail Business) District; Creed Canyon Partners, LTD. (Owner), And Helvey-Wagner Surveying, LLC (Surveyor); Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date;

E.3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6919

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 4.208 Acres; Being Lots 4, 5, And 6, Block 22 And Lots 1, 2, And 3, Block 21, A Part Of Lots 1, 2, And 3, Block 21 W. Elliot's Addition, Lots 1 And 2, Block 9 And All Of Lots 1, 2, 3, And 4, Block 10, C.L. Stowe's Addition, Lots 1-12, Block 12 W. Elliott's Addition; Being A Part Of The G.B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas, Located At 900 East Wells Street, Heretofore Zoned C-1 (Retail Business) District; Rezoning And Placing The Tract In R-4 (Patio Home Residential) District Zoning Classification, Wells BHCP, LLC (Owner), Michael Carlisle (Applicant) And Helvey-Wagner Surveying, Inc.(Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E.4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6920

Declaring the City of Sherman's Eligibility and Intention to Participate in a Residential Tax Abatement Program to Promote Development/Redevelopment in Certain Areas of the City; Establishing Guidelines and Criteria

Close Public Hearing and Consider Adoption of Ordinances

F.1. CLOSE PUBLIC HEARING

Adoption of Ordinances 6917, 6918, 6919 and 6920.

F.2. ORDINANCE NO. 6915 (TABLED AT THE JANUARY 20, 2026 CITY COUNCIL MEETING)

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, Susan Kay Brown (Owner); Kristy Neal(Applicant); And David Fite Surveying (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Finding And Determining That The Meeting At Which This Ordinance Is Passed Was Noticed And Is Open To The Public As Required By Law.

Resolutions

G.1. RESOLUTION NO. 7622

Awarding Bid to and Authorizing Execution of a Contract with KDA Industries, Inc. Based on an Invitation to Bid for the Choctaw Creek WS Site 8A Wetland Mitigation Pond Improvements

G.2. RESOLUTION NO. 7623

Authorizing The Purchase And Installation Of Restroom Facility At Pecan Grove East Park From Romtec Through The Purchasing Cooperative Buy Board.

G.3. * RESOLUTION NO. 7624

Authorizing Submission of a Grant Application and the Acceptance of the Criminal Justice Grant Program, FY2027 through the Office of the Governor - Criminal Justice Division to Fund the Purchase of a Crash Data Retrieval Cable System for the Sherman Police Department

Request to Advertise

H.1. *REQUEST TO ADVERTISE

Request to advertise for Annual Water Plant Chemicals and for Annual Services for additional Right-of-Way Mowing

Other Business

I.1. OTHER BUSINESS

Receive Update On Projects Around The City.

I.2. * OTHER BUSINESS

Receive 2025 Racial Profiling Report

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:

K.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.

K.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.

K.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.

K.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) Library Board (3)
- b) Main Street Advisory Board (3)

K.5. TEX. GOV'T CODE § 551.076

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

K.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.

K.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

N.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 Tuesday, February 10, 2026 at or before 11:59p.m., and said time of posting was three business days before said meeting was convened or called to order.

Dated this 10th day of February 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

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



ACTION MINUTES

The City Council of the City of Sherman held a regular meeting on Monday, February 2, 2026 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 00:06:03

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 Josh Stevenson

Council Member Daron Holland

Council Member Clay Barnett

Council Members Absent:

Council Member Pam Howeth

A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER PAMELA L. HOWETH- DARON HOLLAND

Bookmarked at 00:06:15

A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JANUARY 20, 2025.

Bookmarked at 00:07:04

The City Council reviewed the minutes of Regular City Council Meeting of January 20, 2026. Motion by Council Member Barnett to approve the Minutes with the correction of the date. Second by Council Member Stevenson. All present voted AYE.

Citizen Comments

B.1. CITIZEN COMMENTS

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Bookmarked at 00:07:38

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 00:07:53

Council Member Barnett made a motion to approve items D. 2. – D. 4, and E.3. – E.5. Second made by Council Member Holland

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

VOTING NAY: NONE.

MOTION CARRIED.

Resolutions

D.1. RESOLUTION NO. 7618

Authorize Execution of a Contract with Anderson Fence & Custom Welding LLC for the Animal Services Security Fence and Access Control Project

Bookmarked at 00:08:27

Council Member Stevenson made a motion to approve Resolution No. 7618. Second made by Council Member Dobbs.

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

VOTING NAY: NONE.

MOTION CARRIED.

D.2. * RESOLUTION NO. 7619

Authorizing The Execution Of An Encroachment Agreement With Ty Osmani For The Encroachment Of An Existing One-Story Structure Within The Platted 20' Utility Easement Along The Eastern And Southern Borders Of Lot 2 In Replat Of Part Of Lot 6 And Part Of Lot 7 Of The Plat Of The Divisional Survey For The Heirs Of J.B. Shannon Deed.

Bookmarked at 00:07:53

Council Member Barnett made a motion to approve items D. 2. – D. 4, and E.3. – E.5. Second made by Council Member Holland

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

VOTING NAY: NONE.

MOTION CARRIED.

D.3. * RESOLUTION NO. 7620

Authorizing City Participation In Texpool Prime And Designating Authorized Representatives.

Bookmarked at 00:07:53

Council Member Barnett made a motion to approve items D. 2. – D. 4, and E.3. – E.5. Second made by Council Member Holland

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

VOTING NAY: NONE.

MOTION CARRIED.

D.4. * RESOLUTION NO.7621

Authorizing City Participation In The Local Government Investment Cooperative (LOGIC) Trust And Designating Authorized Representatives To Invest City Of Sherman Funds.

Bookmarked at 00:07:53

Council Member Barnett made a motion to approve items D. 2. – D. 4, and E.3. – E.5. Second made by Council Member Holland

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

VOTING NAY: NONE.

MOTION CARRIED.

Other Business

E.1. OTHER BUSINESS

Discuss and Consider Approval of the Budget Calendar for Fiscal Year (FY) 2026-2027

Bookmarked at 00:10:18

Council Member Stevenson made a motion to approve the budget calendar as presented. Second made by Council Member Barnett.

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

VOTING NAY: NONE.

MOTION CARRIED.

E.2. OTHER BUSINESS

Receive Presentation from the Leadership Sherman's Class of 2026

Bookmarked at 00:11:51

No action required

E.3. * OTHER BUSINESS

Approve the Investment Reports for the Quarter Ended December 31, 2025

Bookmarked at 00:07:53

Council Member Barnett made a motion to approve items D. 2. – D. 4, and E.3. – E.5. Second made by Council Member Holland

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

VOTING NAY: NONE.

MOTION CARRIED.

E.4. * OTHER BUSINESS

Repair and Rework of the Dorchester #10 Trinity Well Under Emergency Designation

Bookmarked at 00:07:53

Council Member Barnett made a motion to approve items D. 2. – D. 4, and E.3. – E.5. Second made by Council Member Holland

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

VOTING NAY: NONE.

MOTION CARRIED.

E.5. * OTHER BUSINESS

Purchasing Equipment for the Spears Lift Station on Fallon Drive Under Emergency Designation through TIPS
Bookmarked at 00:07:53

Council Member Barnett made a motion to approve items D. 2. – D. 4, and E.3. – E.5. Second made by Council Member Holland

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

VOTING NAY: NONE.

MOTION CARRIED.

COUNCIL COMMENTS

Bookmarked at 00:16:13

EXECUTIVE SESSION

Bookmarked at 00:21:31

Mayor Teamann adjourned to executive session at 5:15pm

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G.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.

G.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.

G.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.

G.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

G.5. TEX. GOV'T CODE § 551.076

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

G.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. Global Wafers Foreign Trade Zone

b.

G.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

Bookmarked at 00:55:51

Mayor Teamann reconvened into general session at 5:50pm

Adjournment

Bookmarked at 00:56:07

Mayor Teamann adjourned the meeting at 5:50pm

Tax Payer Impact Statement

J.1. FY 2026 TAX PAYER IMPACT STATEMENT

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

Taxpayer Impact Statement	FY2026 (Upcoming Fiscal Year	FY2026 No-New Revenue
Total tax rate (per \$100 of value	\$0.508000/\$100	\$0.619404/\$100
Median homestead taxable value	\$231,004	\$251,138
Tax on median- valued homestead	\$1,174	\$1,556

COUNCIL CALENDAR

K.1. 2026 Council Calendar

MAYOR

CITY CLERK OR DESIGNEE



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D.1.

Meeting Date: 2/16/2026

Prepared By: Kim Hobbs, Quality Services Administrative Assistant

Approved By:

Caption:

Special Presentation

City Employee Winter Weather Recognition

Issue:

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E.1.

Meeting Date: 2/16/2026

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6917

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 1.51 Acres Being A Part Of The G.B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas, Located At 1207 East Ida Road, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In C-2 (General Commercial) District Zoning Classification, Bobby Richerson (Owner), And Sartin & Associates (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consider of a Zone Chage for 1.51 acres of land located at 1207 East Ida Road from R-6 (Single Family Residential) District to C-2 (General Commercial) District.

Background:

The property is located at 1207 East Ida Road. The owner requests a Zone Change from R-6 (Single Family Residential) District to C-2 (General Commercial) District to align zoning with the property's current and intended use as a low-impact, light commercial facility housing two existing metal buildings used for small-scale shop, storage, and administrative operations.

Capital Improvement Program:

N/A

Origination:

The request of Bobby Richerson (Owner), and Sartin & Associates, Inc. (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. 6917
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Elevation
8. Project Narrative

ORDINANCE NO. 6917

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 1.51 ACRES BEING A PART OF THE G.B. PILANT SURVEY, ABSTRACT NO. 963, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1207 EAST IDA ROAD, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN C-2 (GENERAL COMMERCIAL) DISTRICT ZONING CLASSIFICATION, BOBBY RICHERSON (OWNER), AND SARTIN & ASSOCIATES (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 1207 East Ida Road and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the C-2 (General Commercial) District, and that Sherman’s Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman’s Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

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

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

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

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

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

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

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

INTRODUCED on this the 16th day of February 2026.

ADOPTED on this the 16th day of February 2026.

EFFECTIVE DATE on this the 16th day of February 2026.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

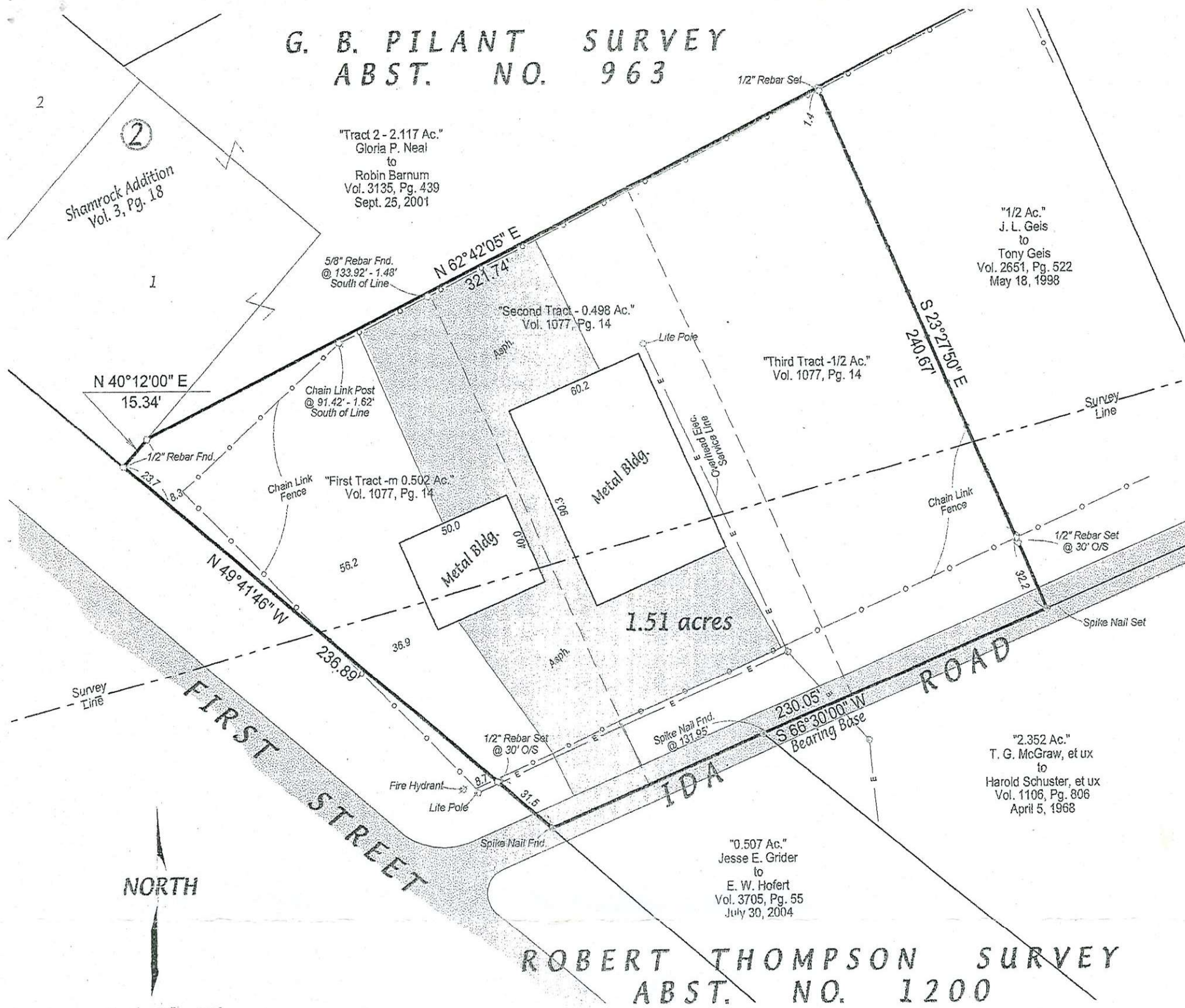
ATTEST:

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

G. B. PILANT SURVEY
ABST. NO. 963



ROBERT THOMPSON SURVEY
ABST. NO. 1200

SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors
P.O. Box 1843 - 109 S. Travis - Sherman, Texas 75091-1843
phone (903)892-8003 - fax (903)868-2970

SURVEY FOR: BOBBY R. RICHERSON & DIANA RICHERSON

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 18 th day of April, 2007 of the following described property:

(LEGAL DESCRIPTION ATTACHED)

That this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

THIS SURVEY PLAT WAS PREPARED FROM A SURVEY PERFORMED ON THE DATE SHOWN HEREON FOR THE CLIENT NAMED HEREINABOVE AND FOR THE TRANSACTION TAKING PLACE AT THE TIME OF THIS SURVEY. THIS SURVEY PLAT IS NOT TO BE USED IN CONNECTION WITH ANY FUTURE TRANSACTIONS WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE UNDERSIGNED SURVEYOR AND THE UNDERSIGNED SURVEYOR ACCEPTS NO LIABILITY FOR ANY FUTURE UNAUTHORIZED USE OF THIS SURVEY PLAT.

Marshall Sartin
Marshall Sartin
R.P.L.S. # 3694



SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors
P.O. Box 1843 - 109 S. Travis - Sherman, Texas 75091-1843
phone (903)892-8003 fax (903)868-2970

SITUATED in the County of Grayson, State of Texas, being a part of the G. B. PILANT SURVEY, Abstract No. 963, and the ROBERT THOMPSON SURVEY, Abstract No. 1200, being a part of a 106 acre tract of land conveyed by Sterling C. Evans, Substitute Trustee to T. G. McGraw by deed dated June 6, 1944, recorded in Volume 458, Page 415, Deed Records, Grayson County, Texas, being a re-survey of an 0.502 acre tract of land described in First Tract, an 0.498 acre tract of land described in Second Tract, and a 1/2 acre tract of land described in Third Tract in deed from Bobby G. Hazelwood, et ux to C. C. Teague, dated February 20, 1967, recorded in Volume 1077, Page 14, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a found spike nail on the Northeasterly line of First Street, at a point 2.3 feet Southeast of the center of a public road running Northeasterly known as Ida Road, said nail maintaining the Southerly corner of said First Tract, the most Westerly corner of an 0.507 acre tract of land conveyed by Jesse E. Grider to E. W. Hofert by deed dated July 30, 2004, recorded in Volume 3705, Page 55, Official Public Records, Grayson County, Texas;

THENCE North 49 deg. 41 min. 46 sec. West, with the Northeasterly line of said First Street, crossing the North line of said Thompson Survey, the South line of said Pilant Survey, and continuing for a total distance of 236.89 feet to a found 1/2 inch rebar maintaining the most Westerly corner of said First Tract, the Southerly corner of lot One (1) in Block Two (2) of Shamrock Addition to the City of Sherman, Texas as shown by plat of record in Volume 3, Page 18, Plat Records, Grayson County, Texas, the most Southerly corner of a 2.117 acre tract of land described in Tract 2 in deed from Gloria P. Neal to Robin Barnum, dated September 25, 2001, recorded in Volume 3135, Page 439, Official Public Records, Grayson County, Texas;

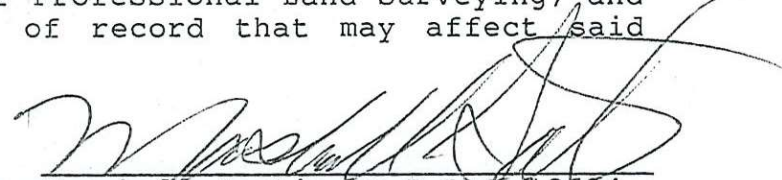
THENCE North 40 deg. 12 min. 00 sec. East, with the Southeasterly line of said Lot One, a distance of 15.34 feet to a found 1/2 inch rebar at an angle point in the Southeasterly line of said Barnum 2.117 acre tract;

THENCE North 62 deg. 42 min. 05 sec. East, continuing with the Southeasterly line of said 2.117 acre tract, at a distance of 91.42 feet passing 1.62 feet Northwest of a chain link fence post at an angle point in a chain link fence, and continuing along the North side of said chain link fence, at a distance of 133.92 feet passing 1.48 feet Northwest of a found 5/8 inch rebar maintaining the Northeast corner of said First Tract, the Northwest corner of said Second Tract, and continuing, passing the Northeast corner of said Second Tract, the Northwest corner of said Third Tract, and continuing for a total distance of 321.74 feet to a set 1/2 inch rebar for the Northeast corner of said Third Tract, the Northwest corner of a 1/2 acre tract of land conveyed by J. L. Geis to Tony Geis by deed dated May 8, 1998, recorded in Volume 2651, Page 522, Official Public Records, Grayson County, Texas, 1.4 feet Northwest of a chain link fence corner post;

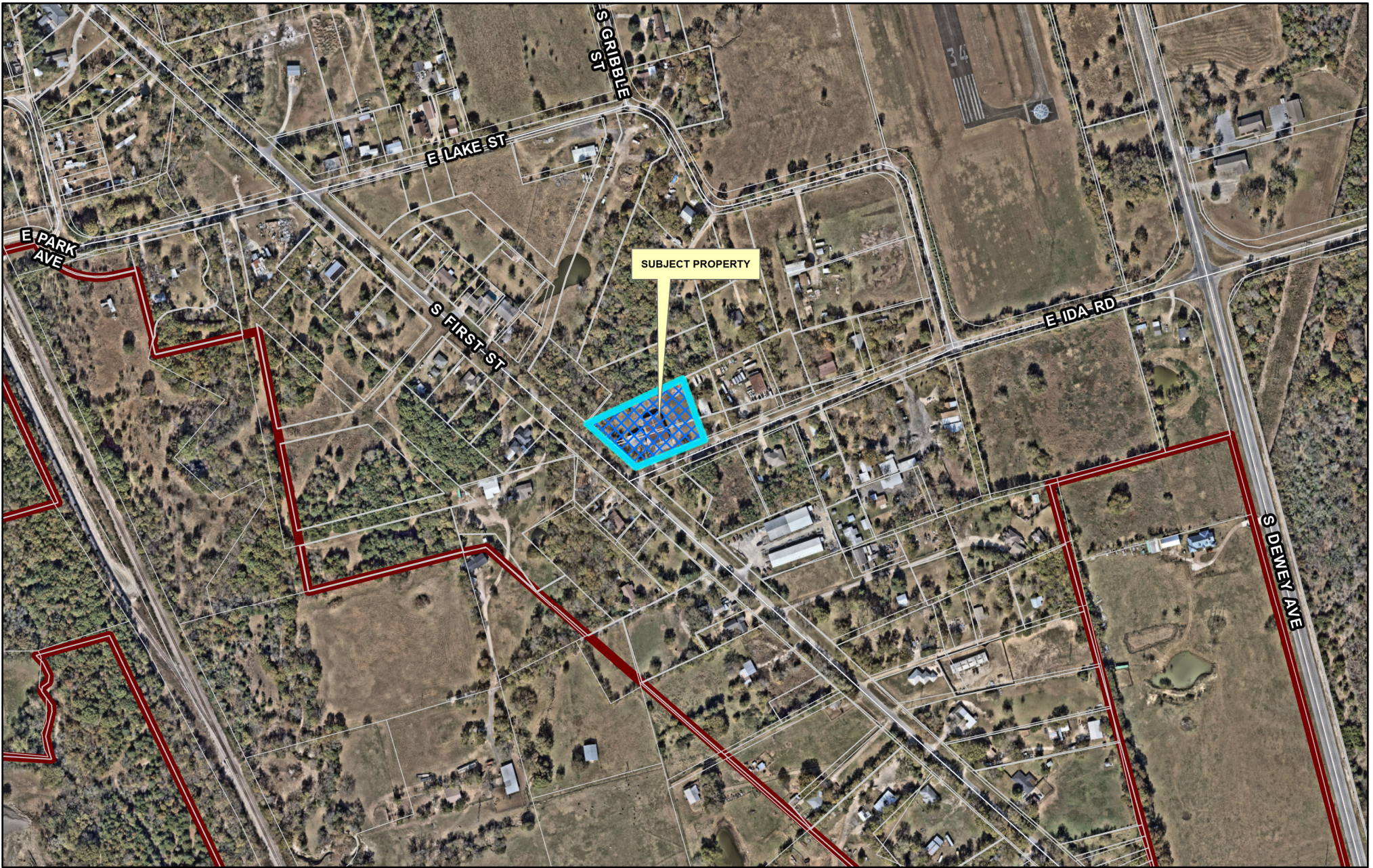
THENCE South 23 deg. 27 min. 50 sec. East, with the East line of said Third Tract, the West line of said Geis 1/2 acre tract, at a distance of 1.4 feet passing a chain link fence corner post, and continuing with the general line of a chain link fence, at a distance of 208.47 feet passing a chain link fence corner post, at a distance of 210.67 feet passing a set 1/2 inch rebar, and continuing for a total distance of 240.67 feet to a set spike nail for the Southeast corner of said Third Tract, the Southwest corner of said Geis 1/2 acre tract, in an asphalt public road known as Ida Road, and on the North line of a 2.352 acre tract of land conveyed by T. G. McGraw, et ux to Harold Schuster, et ux by deed dated April 5, 1968, recorded in Volume 1106, Page 806, Deed Records, Grayson County, Texas;

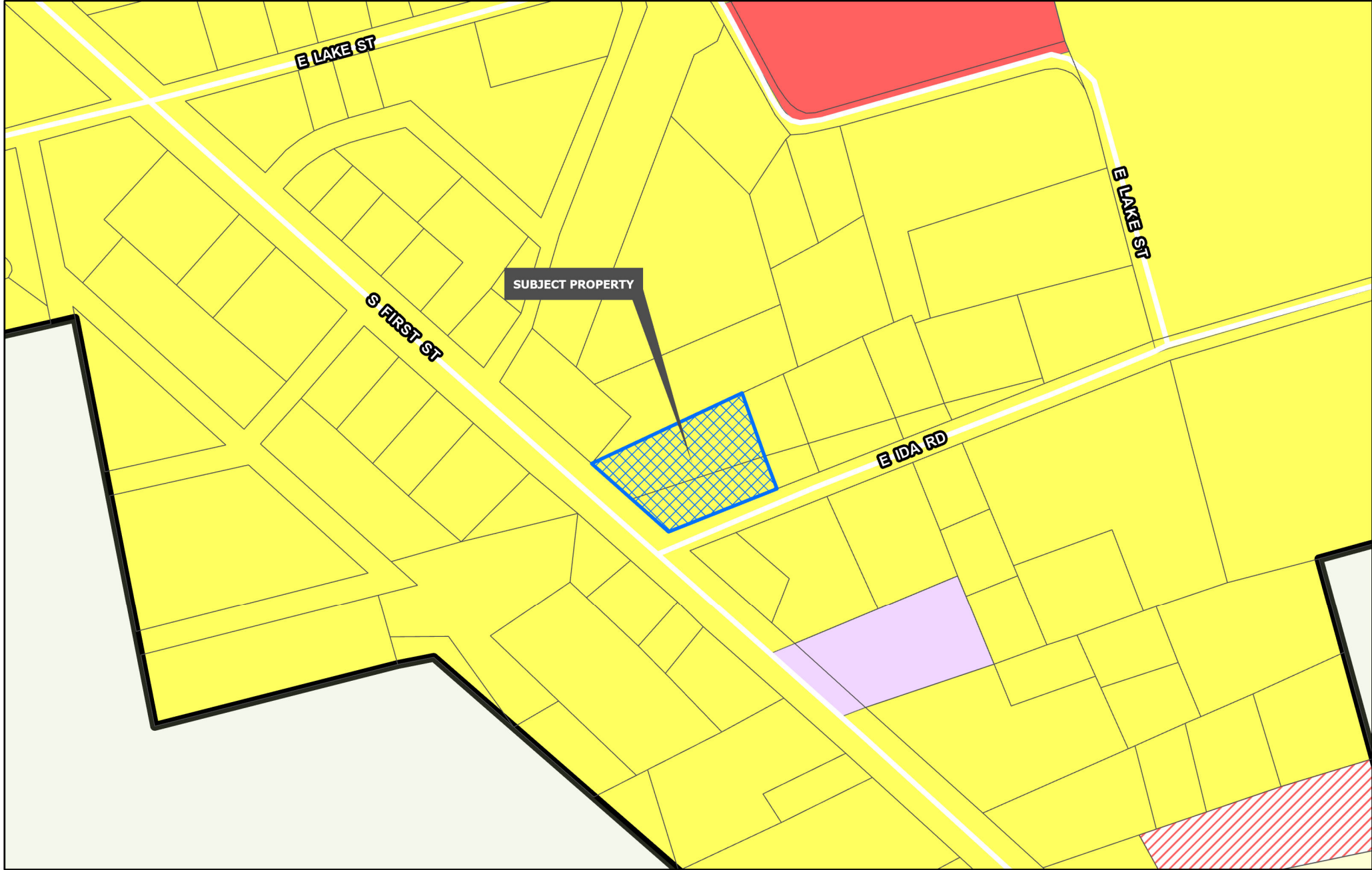
THENCE South 66 deg. 30 min. 00 sec. West, with the South line of said Third tract, the North line of said Schuster 2.352 acre tract, passing the Southwest corner of said Third Tract, the Southeast corner of said Second Tract, at a distance of 131.95 feet passing a found spike nail maintaining the Westerly corner of said Schuster 2.352 acre tract, the Northeasterly corner of the above mentioned Hofert 0.507 acre tract, and continuing with its Northerly line, passing the Southwest corner of said Second Tract, the Southeast corner of said First Tract, and continuing for a total distance of 230.05 feet to the PLACE OF BEGINNING, and containing 1.51 ACRES OF LAND more or less.....

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property legally described hereon was made on the ground on the 18 th day of April, 2007 and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record that may affect said property.


Marshall Sartin, R.P.L.S. #3694







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

**CITY OF SHERMAN
 ZONING MAP
 1207 E IDA RD**



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

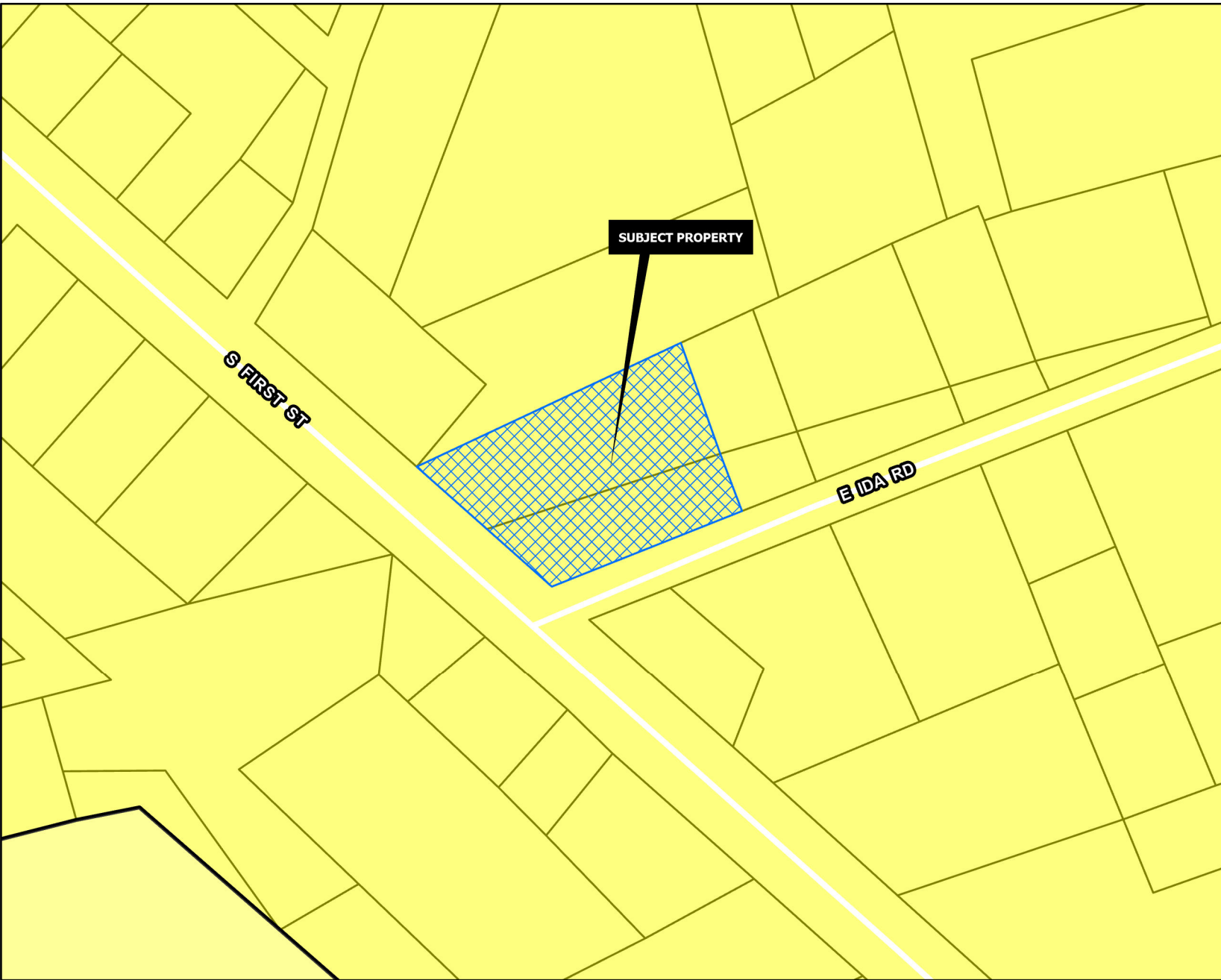
- Single-family detached (primary land use type)
- Single-family attached (duplexes and townhomes)
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

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.



1207 E IDA Road

Sherman
CLASSIC TOWN. BROAD HORIZON.

NOTICE OF PROPOSED ZONING CHANGE

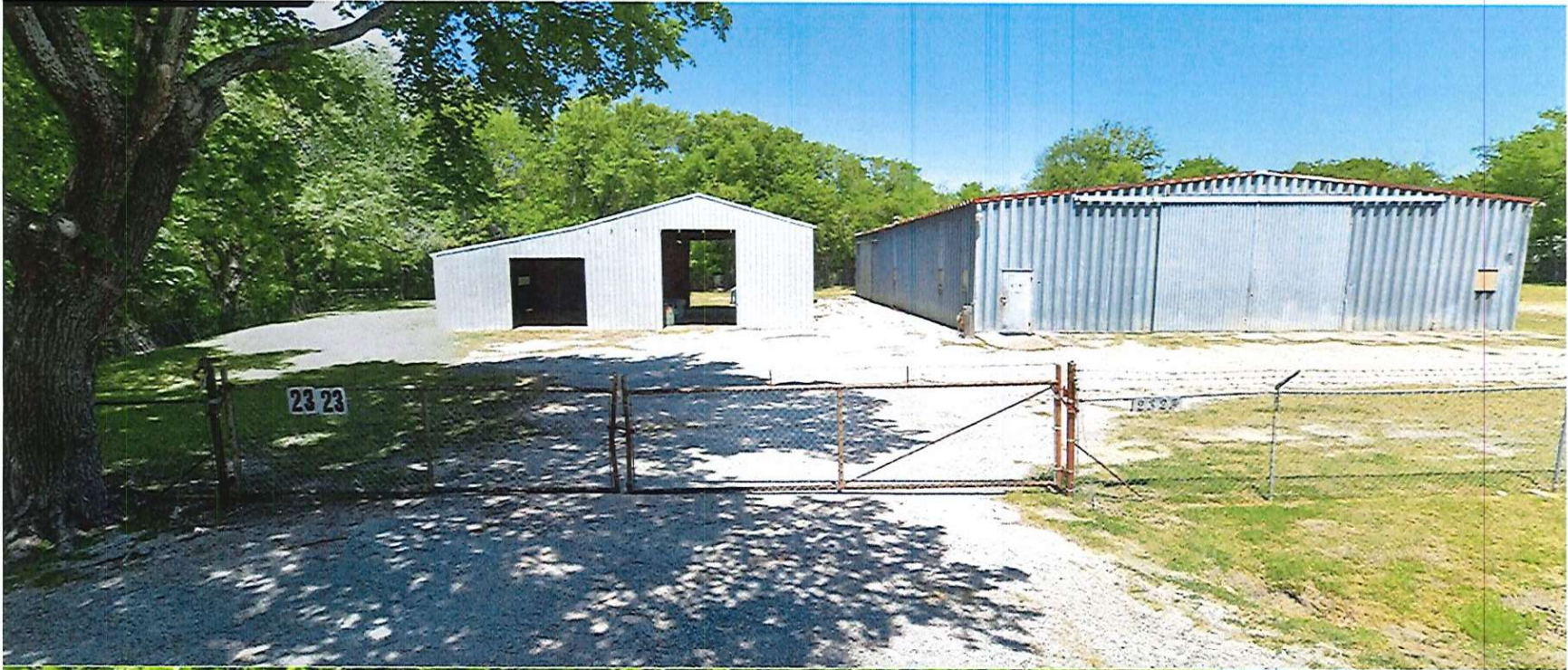
PROJECT #: 000243-2025

Planning & Zoning Map:



FOR MORE INFORMATION
CONTACT:

DEVELOPMENT SERVICES
903-892-7229



Rezoning Request Narrative

City of Sherman Planning & Development Board

Owner / Applicant: Bobby Richerson

Property Location: Intersection of E. Ida Road and First Street, Sherman, Texas

Legal Description: G.B. Pilant Survey, Abstract No. 963, approximately 1.51 acres

Current Zoning: Residential (R)

Requested Zoning: C-2 – Community Commercial District

Purpose of Request

The owner seeks to rezone the subject tract from Residential (R) to C-2 (Community Commercial District) to align zoning with the property's current and intended use as a low-impact, light commercial facility housing two existing metal buildings used for small-scale shop, storage, and administrative operations. The proposed rezoning reflects the site's actual character and use history, while ensuring compatibility with surrounding properties through enhanced screening, buffering, and limited-intensity operations.

Background

The property was annexed by the City of Sherman around 1996 and assigned a Residential (R) designation by default. Since that time, the site has contained two existing metal buildings situated on a graveled lot, used historically for commercial and light industrial purposes consistent with neighboring uses to the south and east. The proposed C-2 designation formalizes this reality, establishes clear zoning compliance for ongoing business operations, and allows the City to regulate the site under its commercial design standards.

Lot Area and Width

Requirement: Minimum lot area 10,000 sq ft; minimum width 50 ft.

Response: The subject tract measures approximately 65,775 sq ft (1.51 acres) with over 200 ft of frontage along Ida Road, exceeding all dimensional minimums.

Setbacks

Requirement: Front – 25 ft; Rear – 25 ft; Side – 15 ft (or 60 ft when abutting residential).

Response: All existing buildings are located well beyond the minimum setbacks. The northern property boundary abuts residential zoning, and the owner provides more than 60 ft of separation consistent with code.

Thoroughfare Setback

Requirement: 25 ft minimum from any major street or thoroughfare.

Response: Both buildings and the proposed 10 ft cedar privacy fence are situated more than 25 ft from the E. Ida Road right-of-way.

Floor Area Ratio (FAR) and Building Coverage

Requirement: FAR ≤ 0.5 (50% of lot area).

Response: Combined building area is approximately 7,500 sq ft (≈ 11% of total lot area). FAR is well below 0.5, and building coverage far below 50%.

Height

Requirement: Maximum 35 ft.

Response: Existing metal buildings are approximately 18–20 ft at ridge height. No new structures will exceed the 35 ft height limit.

Off-Street Parking (§14.04.003)

Requirement: Parking must accommodate proposed use type and be screened from public right-of-way.

Response: Ten (10) standard off-street stalls, including one (1) ADA-compliant stall with striped access aisle, are designated along the eastern property line. These spaces are accessed via an internal drive aisle and are fully screened by the proposed 10 ft cedar fence and existing tree line.

Landscaping and Screening (§14.04.004 & §14.04.006)

Requirement: Landscaping and visual screening where abutting residential or public right-of-way.

Response: A 10 ft cedar privacy fence will be installed along Ida Road and First Street, extended sufficiently along adjacent property lines to block all public sightlines. The existing mature tree line along First Street will be retained as a natural buffer. These measures exceed minimum requirements and ensure full visual separation from neighboring residences.

Loading and Service Areas

Requirement: Service and loading areas must be screened from public view.

Response: No exterior loading docks exist. Any service operations will occur within the fenced and screened yard area, not visible from public streets.

Consistency with the Comprehensive Plan

The City's Comprehensive Plan encourages logical transitions between residential and commercial districts and supports small-scale commercial uses at the edge of industrial areas. This property serves as a buffer zone between residential to the north and heavier commercial/industrial uses to the south and east. The C-2 designation aligns with the City's vision for moderate-intensity, low-impact commercial growth along established corridors while maintaining visual compatibility with nearby homes.

Public Compatibility and Community Benefits

- Provides a neatly maintained, fully screened property consistent with modern commercial aesthetics.

- Converts a long-standing nonconforming site into a legally zoned, regulated commercial property.
- Ensures no residential encroachment on an area already dominated by light commercial uses.
- Enhances the streetscape through fencing and preserved green buffers.

Conclusion

The owner respectfully requests approval to rezone the 1.51-acre property from Residential (R) to C-2 (Community Commercial District). This request complies with all dimensional, height, parking, and screening standards in §14.02.017, protects neighboring residences through significant visual screening and buffering, and aligns with the City's comprehensive plan for commercial corridor development. Approval will enable continued productive use of the site while maintaining the character and safety of the surrounding neighborhood.

Bobby Richardson



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E.2.

Meeting Date: 2/16/2026

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6918

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 18.557 Acres Being A Part Of The John Jennings Survey, Abstract No. 647, City Of Sherman, Grayson County, Texas, Located At 4305 North Travis Street, Heretofore Zoned R-6 (Single Family Residential) District, And C-1 (Retail Business) District; Rezoning And Placing The Tract In PD (Planned Development) District With A Base Zoning Of C-1 (Retail Business) District; Creed Canyon Partners, LTD. (Owner), And Helvey-Wagner Surveying, LLC (Surveyor); Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date;

Issue:

Consideration of a Zone Change for 18.557 acres of land located at 4305 North Travis Street from R-6 (Single Family Residential) District and C-1 (Retail Business) District to a PD (Planned Development) District with base zoning of C-1 (Retail Business) District.

Background:

The property is located at 4305 North Travis Street. The property owner would like a Zone Change from R-6 (Single Family Residential) District and C-1 (Retail Business) District to a PD (Planned Development) District with a base zoning of C-1 (Retail Business) District.

Capital Improvement Program:

N/A

Origination:

The request of Creed Canyon Partners, Ltd. (Owner) and Helvey-Wagner Surveying, LLC (Surveyor)

Financial Consideration:

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. Staff recommends that the proposed use chart for the PD be amended. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6918
2. Exhibit A - Survey
3. Exhibit B - Development Standards
4. Exhibit C - Zoning Exhibit
5. Use Chart - Staff Recommendation
6. Location Map
7. Zoning Map
8. Future Landuse Map
9. Property Notification Sign

ORDINANCE NO. 6918

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 18.557 ACRES BEING A PART OF THE JOHN JENNINGS SURVEY, ABSTRACT NO. 647, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 4305 NORTH TRAVIS STREET, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT AND C-1 (RETAIL BUSINESS) DISTRICT; REZONING AND PLACING THE TRACT IN PD (PLANNED DEVELOPMENT) DISTRICT WITH A BASE ZONING OF C-1 (RETAIL BUSINESS) DISTRICT; CREED CANYON PARTNERS, LTD. (OWNER), AND HELVEY-WAGNER SURVEYING, LLC (SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 4305 North Travis Street and all streets, roads and alleyways contiguous and/or adjacent thereto (“**Property**”), shall be rezoned and placed in the PD (Planned Development) District, 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 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 16th day of February 2026.

ADOPTED on this the 16th day of February 2026.

EFFECTIVE DATE on this the 16th day of February 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

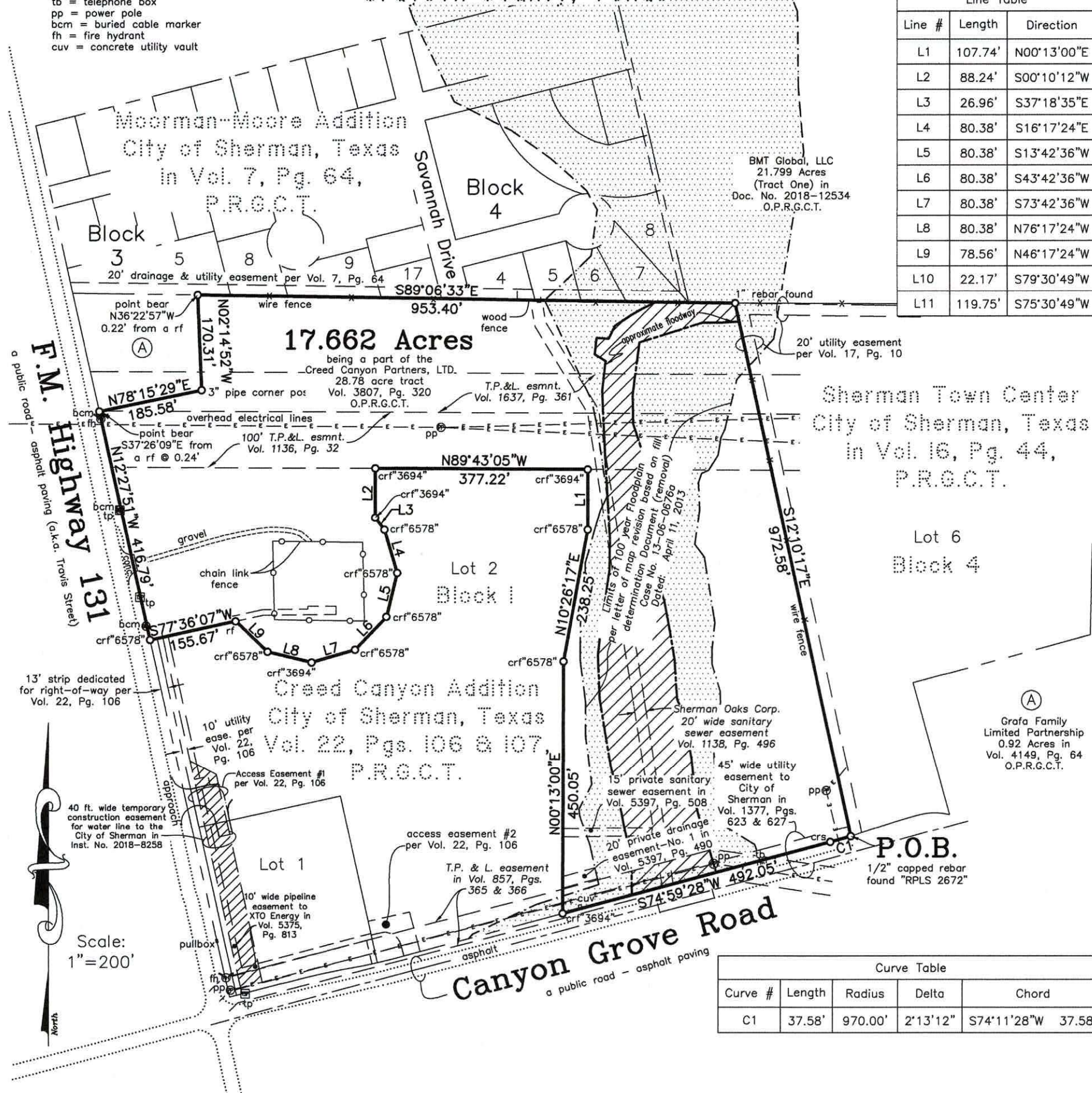
**John Jennings Survey
Abstract No. 647
Grayson County, Texas**

Bearing Base: Grid North, NAD83 Texas State Plane Coordinate System, North Central Zone, as derived by survey-grade Global Positioning System.

Legend:

- crs = 1/2" capped rebar set "RPLS 6578"
- crf"3694" = 1/2" capped rebar found "RPLS 3694"
- crf"6578" = 1/2" capped rebar found "RPLS 6578"
- rf = 1/2" rebar found
- tp = telephone pedestal
- tb = telephone box
- pp = power pole
- bcm = buried cable marker
- fh = fire hydrant
- cuv = concrete utility vault

Line Table		
Line #	Length	Direction
L1	107.74'	N00°13'00"E
L2	88.24'	S00°10'12"W
L3	26.96'	S37°18'35"E
L4	80.38'	S16°17'24"E
L5	80.38'	S13°42'36"W
L6	80.38'	S43°42'36"W
L7	80.38'	S73°42'36"W
L8	80.38'	N76°17'24"W
L9	78.56'	N46°17'24"W
L10	22.17'	S79°30'49"W
L11	119.75'	S75°30'49"W



Sherman Town Center
City of Sherman, Texas
in Vol. 16, Pg. 44,
P.R.G.C.T.

Lot 6
Block 4

(A)
Grafa Family
Limited Partnership
0.92 Acres in
Vol. 4149, Pg. 64
O.P.R.G.C.T.

Curve Table				
Curve #	Length	Radius	Delta	Chord
C1	37.58'	970.00'	2°13'12"	S74°11'28"W 37.58'

Owner: Creed Canyon Partners, LTD

This survey is for the sole benefit of the Owner Stated hereon and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey complies with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1A, Condition 3, TSPS Land Title Survey and is a true and correct representation of the property shown hereon to the best of my knowledge and belief. See Field Notes attached herewith.

A portion of the subject property shown hereon lies within the limits of a Zone "AE" 100-year Flood Hazard Area, as scaled from the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0290 F, Revised Date: September 29, 2010.

Job No. BGS320520-R

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph: (903) 463-6191 Fax: (903) 463-4088
Email: kate@helveywagnersurveying.net
Texas Board of Professional Land Surveying
Firm Registration No. 10088100

Kate A. Wagner
Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: May 12, 2020
Revised Date: July 22, 2020

Exhibit A

ALTA/NSPS Land Title Survey

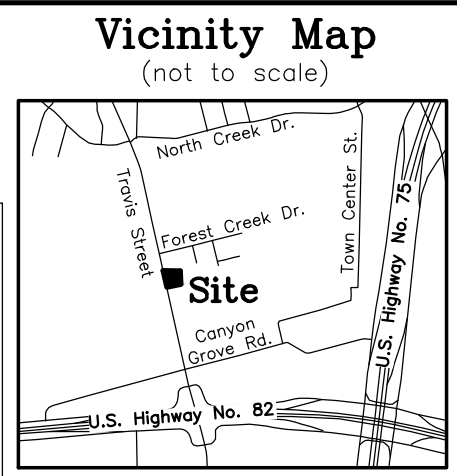
Moorman-Moore Addition
City of Sherman, Texas
in Vol. 7, Pg. 64, P.R.G.C.T.

P.O.B.
1/2" capped rebar set (RPLS 6578)

0.895 Acres
being a part of the Grafa Family Limited Partnership 0.92 Acres in Vol. 4149, Pg. 64 O.P.R.G.C.T.

John Jennings Survey
Abstract No. 647
City of Sherman
Grayson County, Texas

Subject Property Address: 4305 N. Travis Street, Sherman, Texas 75092
GROSS LAND AREA: 0.895 ACRES and/or 38,991 SQUARE FEET



Easement Certification pursuant to title commitment provided by Chicago Title Company, Effective Date of February 24, 2023 and Issued on April 20, 2023, GF No. 4712023377:
10(f). The location of easement to The Texas Pipe Line Company in Volume 792, Page 469, D.R.G.C.T. DOES AFFECT the subject property and is "blanket" in nature and cannot be plotted.
10(g). The location of easement to Texas Power & Light Co. in Volume 857, Page 365, D.R.G.C.T. DOES NOT AFFECT the subject property.
10(i). The location of easement to Texas Power & Light Co. in Volume 1637, Page 363, R.P.R.G.C.T. DOES AFFECT the subject property, as shown hereon.
10(l). The location of easement to the City of Sherman, Texas in Inst. No. 2018-8260, O.P.R.G.C.T. DOES AFFECT the subject property, as shown hereon.

LEGAL DESCRIPTION:

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the John Jennings Survey, Abstract No. 647, being a part of the 0.92 acres conveyed by General Warranty Deed with Vendor's Lien from Laura Belle Foster to Grafa Family Limited Partnership on November 15, 2006, as recorded in Volume 4149, Page 64, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch capped rebar set (RPLS 6578) lying in the East right-of-way line of Travis Street (aka: F.M. Highway No. 131) and in the North line of said Grafa Family Limited Partnership 0.92 ac., at the Southwest corner of Lot 5, Block 3 of Moorman-Moore Addition to the City of Sherman, as per plat of record in Volume 7, Page 64, Plat Records, Grayson County, Texas and being the Northwest corner of the herein described tract;

THENCE South 89 deg. 06 min. 32 sec. East, with the South line of said Lot 5, a distance of 222.22 ft. to the most Northerly Northwest corner of the remainder of 28.78 acres conveyed to Creed Canyon Partners, LTD, as recorded in Vol. 3807, Pg. 320, said Official Public Records, and being the Northeast corner of both said Grafa Family Limited Partnership 0.92 ac. and the herein described tract, from which point bears North 36 deg. 22 min. 57 sec. West, 0.22 ft. from a "bent" 1/2 inch rebar found;

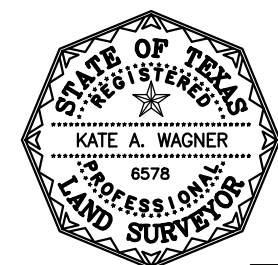
THENCE South 02 deg. 14 min. 52 sec. East, with a West line of said Creed Canyon Partners, LTD remainder of 28.78 ac., a distance of 170.31 ft. to a 3 inch pipe corner post found at the Southeast corner of both said Grafa Family Limited Partnership 0.92 ac. and the herein described tract;

THENCE South 78 deg. 15 min. 29 sec. West, with the North line of said Creed Canyon Partners, LTD remainder of 28.78 ac. and the South line of said Grafa Family Limited Partnership 0.92 ac., a distance of 185.58 ft. to the most Westerly Northwest corner of said Creed Canyon Partners, LTD remainder of 28.78 ac. and the Southwest corner of the herein described tract, lying in the East right-of-way line of said Travis Street, from which point bears South 37 deg. 26 min. 09 sec. East, 0.24 ft. from a 1/2 inch rebar found;

THENCE North 12 deg. 34 min. 48 sec. West, with the East line of said Travis Street, a distance of 216.60 ft. to the **PLACE OF BEGINNING** and containing **0.895 ACRES** of land.

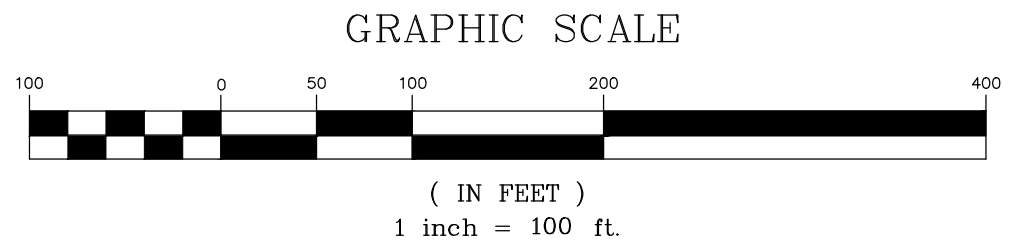
This is to certify to: Grafa Family Limited Partnership (Owner), Fifty Mission Capital, LLC (Buyer) and Chicago Title and/or its underwriters and to whom else it may concern that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes Items 1, 2, 3 and 4 of Table A thereof. The field work was completed on March 21, 2023.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0290 G, Revised Date: September 1, 2022.



Kate A. Wagner

Kate A. Wagner, R. P. L. S. No. 6578
Registered Professional Land Surveyor No. 6578
Date of Plat or Map: April 24, 2023



Bearing Base: Grid North, NAD83 Texas State Plane Coordinate System, North Central Zone, as derived by survey-grade Global Positioning System.

Job No. BGS240423

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurveying.net
TBPELS Firm Registration No. 10088100

EXHIBIT B – CREED BUSINESS PARK PLANNED DEVELOPMENT STANDARDS

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:

1. Base District:

The Property shall be developed and used in accordance with the regulations applicable to the C-1 (Retail Business) 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:

2. Use Chart:

Use Type	Creed Business Park
Recreation and Entertainment Uses:	
Skating rink, commercial	P
Commercial, Retail, and Service Uses:	
Alcoholic beverage establishments	P
Automobile repair, body work, or painting	P
Bakery, wholesale	P
Boat/recreational vehicle (RV) rental, storage, and repair	P
Building material sales or monument sales	P
Contractors or construction offices, equipment sales, service, rental and repair, with outdoor storage	P
Exterminator	P
Greenhouse, plant nursery, or garden center	P
Laboratory, research or testing	P
Pawn shop	P
Tattoo studio	P
Veterinarian, animal hospital, pound or shelter, indoor or outdoor kennels	P
Wholesale establishment including storage	P
Manufacturing and Industrial Uses:	
Machine tools, sales, service, rental, and repair	P

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.

3. District Regulations:

The dimensional regulations shall be per C-1 except where noted:

A. Building Setbacks

The minimum building setbacks are as follows:

- i. Building setback, west side of development (along Travis Street): 15 Feet

B. Landscape Buffers

- i. Landscape compatibility buffer, north side of development: 10 Feet

C. Parking standards – 9’ x 18’ parking spaces are allowed by right

4. Architectural and Building Requirements:

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.

All architectural and building elevations shall adhere to the non-residential requirements in the Zoning Ordinance unless noted below:

A. Building Design and Tilt-Wall Construction. Buildings within the PD may utilize tilt-wall concrete construction. The smaller of the two retail buildings fronting Travis Street can be commercial steel

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-1 (Retail Business) District, unless specified below:

Use Type	Creed Business Park	Zoning Ordinance	Staff Recommendation
Recreation and Entertainment Uses:			
Skating rink, commercial	P	P (C-2)	P
Commercial, Retail, and Service Uses:			
Alcoholic beverage establishments	P	SUP (C-1 & C-2)	SUP
Automobile repair, body work, or painting	P	SUP (C-2)	SUP
Bakery, wholesale	P	P (C-2)	P
Boat/recreational vehicle (RV) rental, storage, and repair	P	SUP (C-2)	SUP
Building material sales or monument sales	P	P (C-2)	P
Contractors or construction offices, equipment sales, service, rental and repair, with outdoor storage	P	SUP (C-2)	[1]
Exterminator	P	P (C-2)	P
Greenhouse, plant nursery, or garden center	P	P (C-2)	P
Laboratory, research or testing	P	P (C-2)	P
Pawn shop	P	P (C-2)	SUP
Tattoo studio	P	SUP (C-2)	SUP
Veterinarian, animal hospital, pound or shelter, indoor or outdoor kennels	P	SUP (C-2)	SUP
Wholesale establishment including storage	P	SUP (C-2)	P
Manufacturing and Industrial Uses:			
Machine tools, sales, service, rental, and repair	P	P (C-2)	P

Trucking, carting, crating, express handling, and storage	P	SUP (C-2)	SUP
Warehousing	P	SUP (C-2)	P

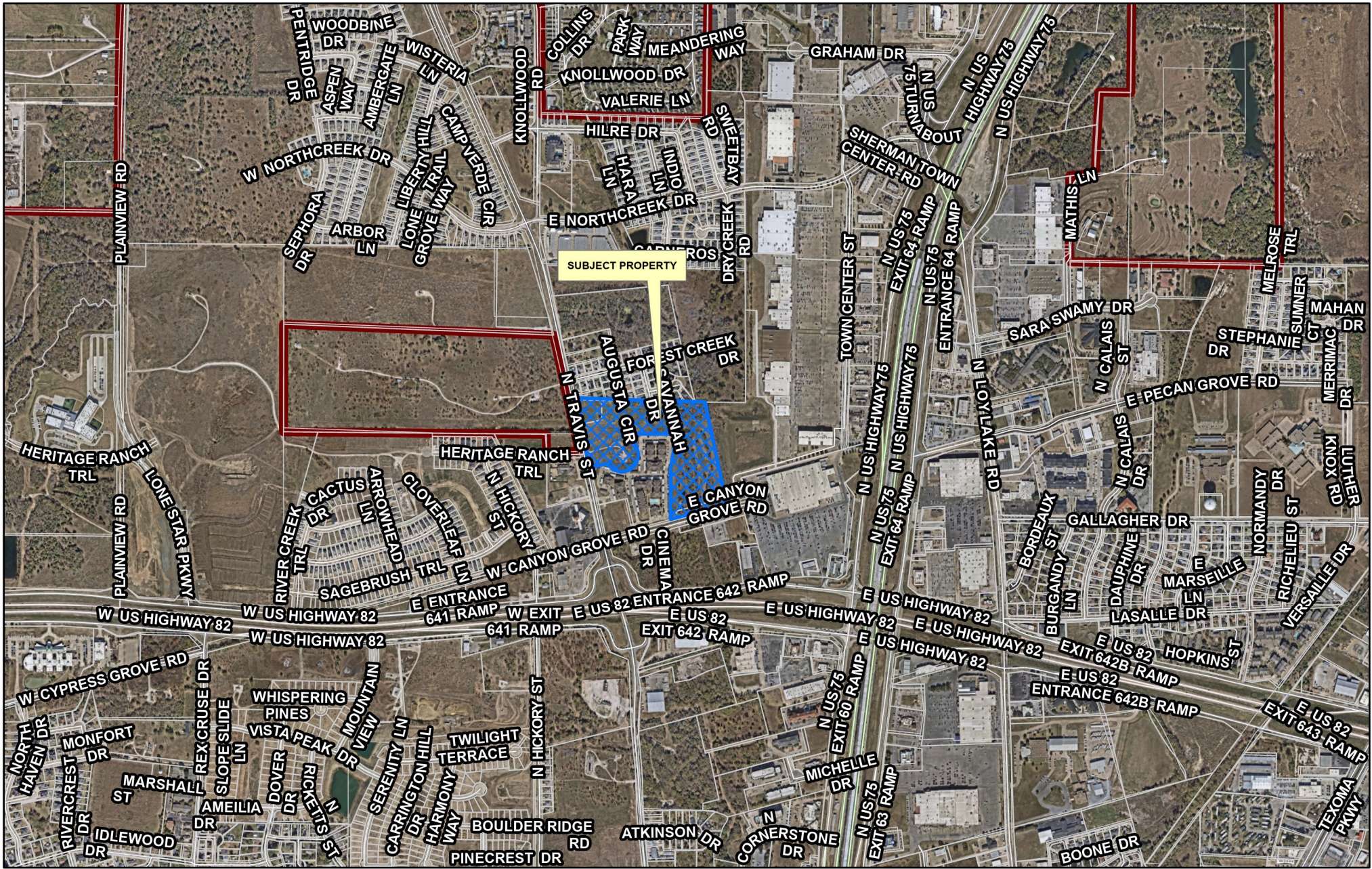
Legend for Use Chart

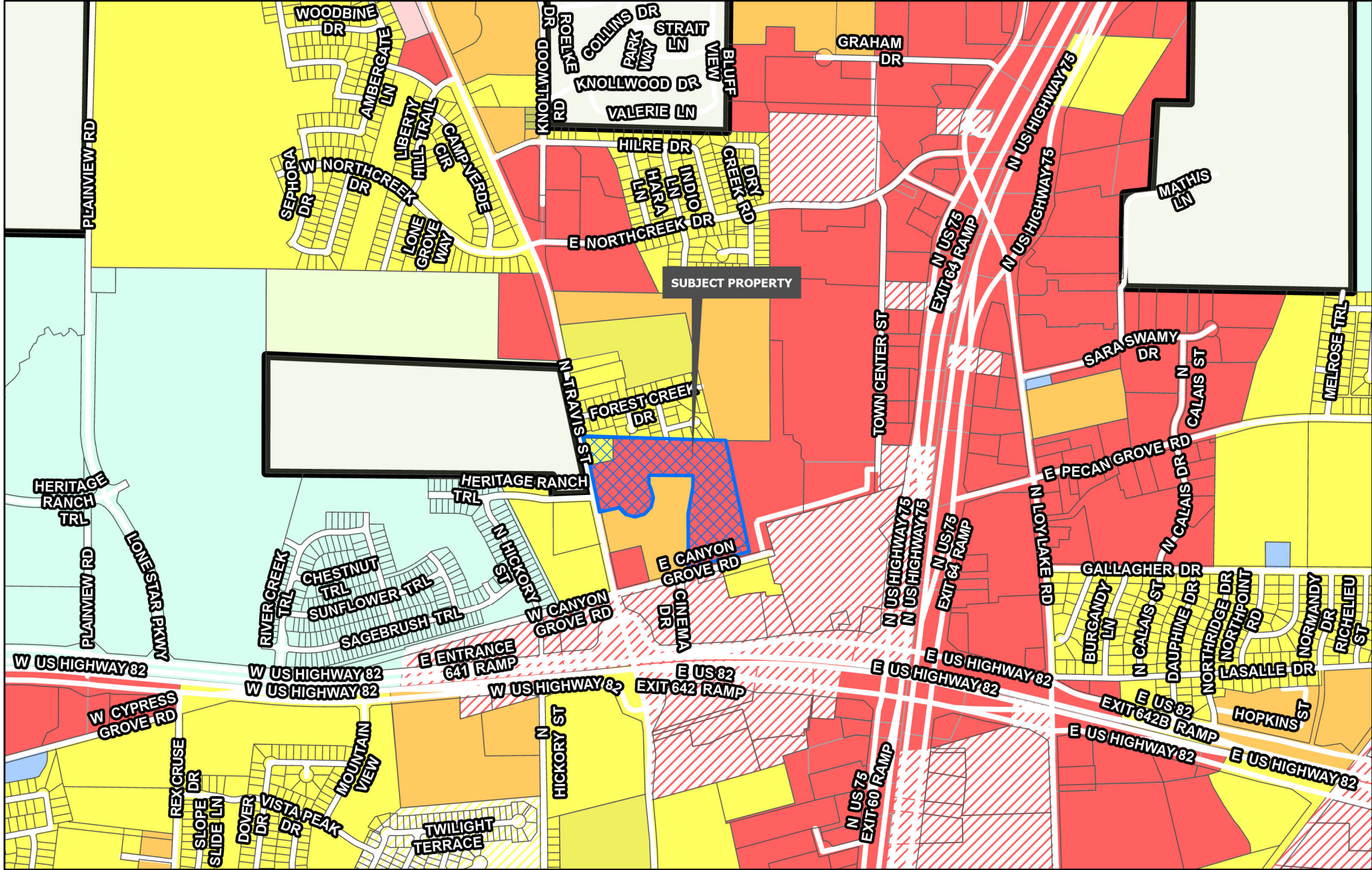
P - Use is permitted by right in district indicated.

[BLANK] – Use is prohibited in district indicated.

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

[1] Contractors or construction offices, equipment sales, service, rental and repair, with outdoor storage – Outdoor storage is not allowed within 100 feet of the Travis Street right-of-way and shall not be visible from any public street right-of-way.





- | | | |
|--------------------------------|--------------------------------|----------------------------|
| 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 |



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

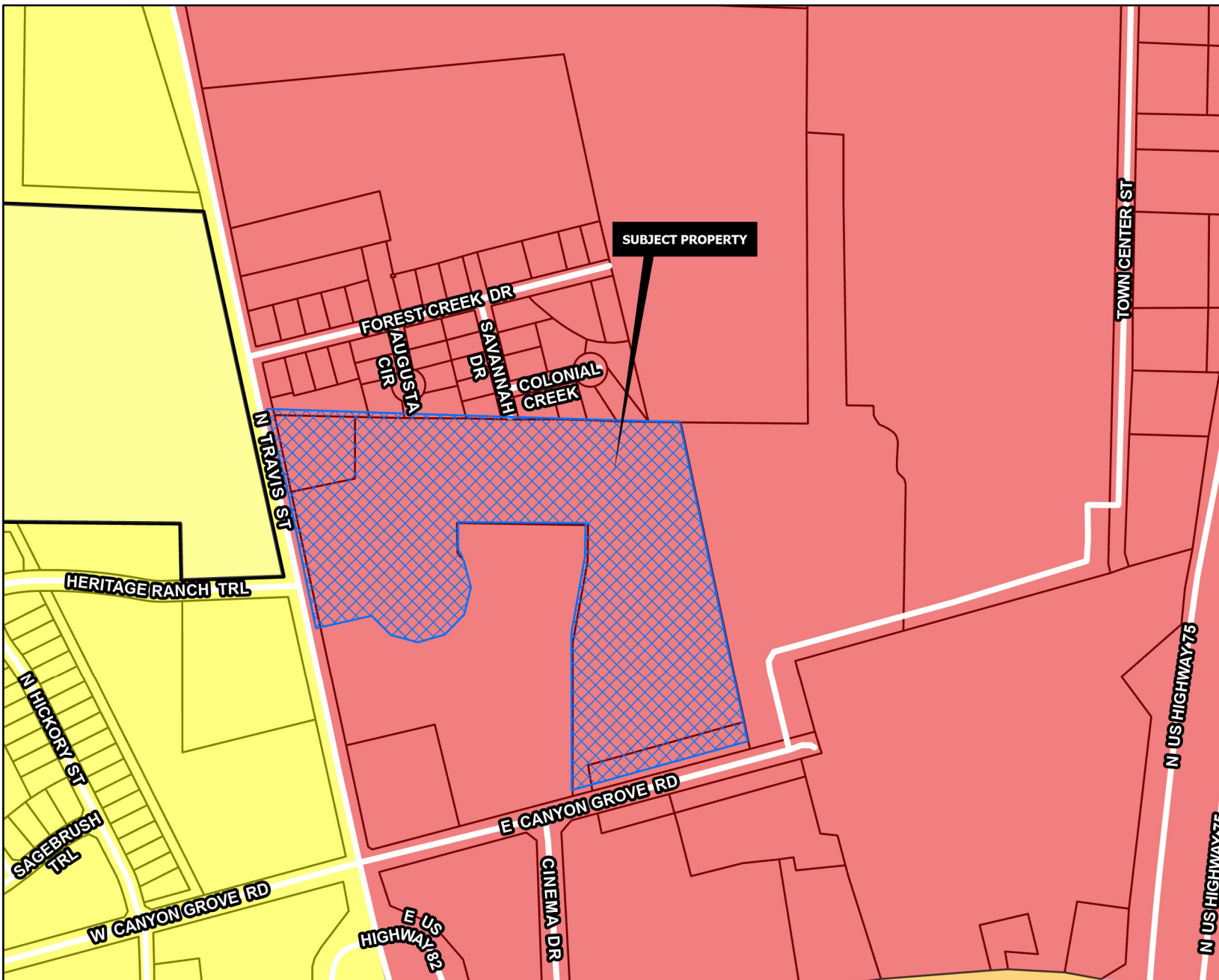
- Retail and Restaurants
- Multi-Family Living
- Office Complex
- Medical
- Mixed Use
- Indoor Entertainment

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."



Sherm
CLASSIC TOWN, BRO



4305 N Travis St

NOTICE OF PROPOSED ZONING CHANGE

PROJECT #: 000267-2025

Planning & Zoning Map:



FOR MORE INFORMATION
CONTACT:

DEVELOPMENT SERVICES
903-892-7229



City Council Regular Meeting

Agenda Item No. E.3.

Meeting Date: 2/16/2026

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6919

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 4.208 Acres; Being Lots 4, 5, And 6, Block 22 And Lots 1, 2, And 3, Block 21, A Part Of Lots 1, 2, And 3, Block 21 W. Elliot's Addition, Lots 1 And 2, Block 9 And All Of Lots 1, 2, 3, And 4, Block 10, C.L. Stowe's Addition, Lots 1-12, Block 12 W. Elliott's Addition; Being A Part Of The G.B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas, Located At 900 East Wells Street, Heretofore Zoned C-1 (Retail Business) District; Rezoning And Placing The Tract In R-4 (Patio Home Residential) District Zoning Classification, Wells BHCP, LLC (Owner), Michael Carlisle (Applicant) And Helvey-Wagner Surveying, Inc.(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 4.208 acres of land located at 900 East Well Avenue from C-1 (Retail Business) District to R-4 (Patio Home Residential) District.

Background:

The property is located at 900 East Wells Street. The owner would like a Zone Change from C-1 (Retail Business) District to R-4 (Patio Home Residential) District to construct approximately 25 single-family homes. Single-family is consistent with the development pattern of the surrounding area.

This is the former location of The Baltic and St. Charles Apartments. In 2025, the city participated in the demolition of the substandard buildings on this site.

Capital Improvement Program:

N/A

Origination:

The request of Wells BHCP, LLC (Owner), Michael Carlisle (Applicant), and Helvey-Wagner Surveying, Inc. (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. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6919
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Project Narrative

ORDINANCE NO. 6919

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 4.208 ACRES; BEING LOTS 4, 5, AND 6, BLOCK 22 AND LOTS 1, 2, AND 3, BLOCK 21, A PART OF LOTS 1, 2, AND 3, BLOCK 21 W. ELLIOT'S ADDITION, LOTS 1 AND 2, BLOCK 9 AND ALL OF LOTS 1, 2, 3, AND 4, BLOCK 10, C.L. STOWE'S ADDITION, LOTS 1-12, BLOCK 12 W. ELLIOTT'S ADDITION; BEING A PART OF THE G.B. PILANT SURVEY, ABSTRACT NO. 963, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 900 EAST WELLS STREET, HERETOFORE ZONED C-1 (RETAIL BUSINESS) DISTRICT; REZONING AND PLACING THE TRACT IN R-4 (PATIO HOME RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, WELLS BHCP, LLC (OWNER), MICHAEL CARLISLE (APPLICANT) AND HELVEY-WAGNER SURVEYING, INC.(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 900 East Wells Street and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-4 (Patio Home) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman’s Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

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

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

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

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

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

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

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

INTRODUCED on this the 16th day of February 2026.

ADOPTED on this the 16th day of February 2026.

EFFECTIVE DATE on this the 16th day of February 2026.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

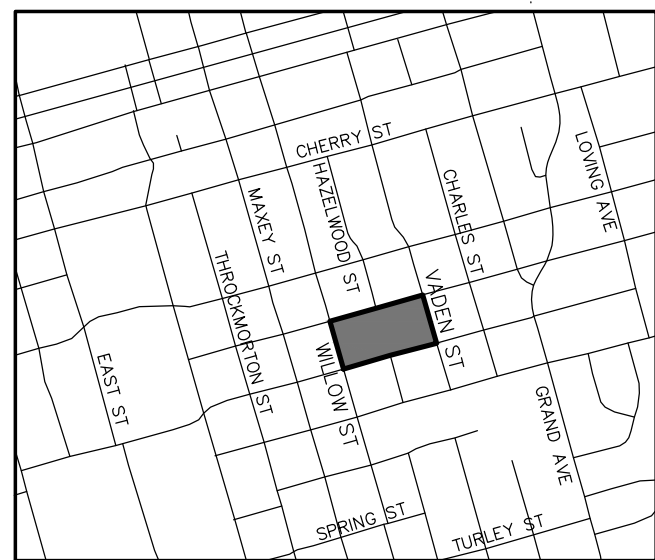
ATTEST:

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

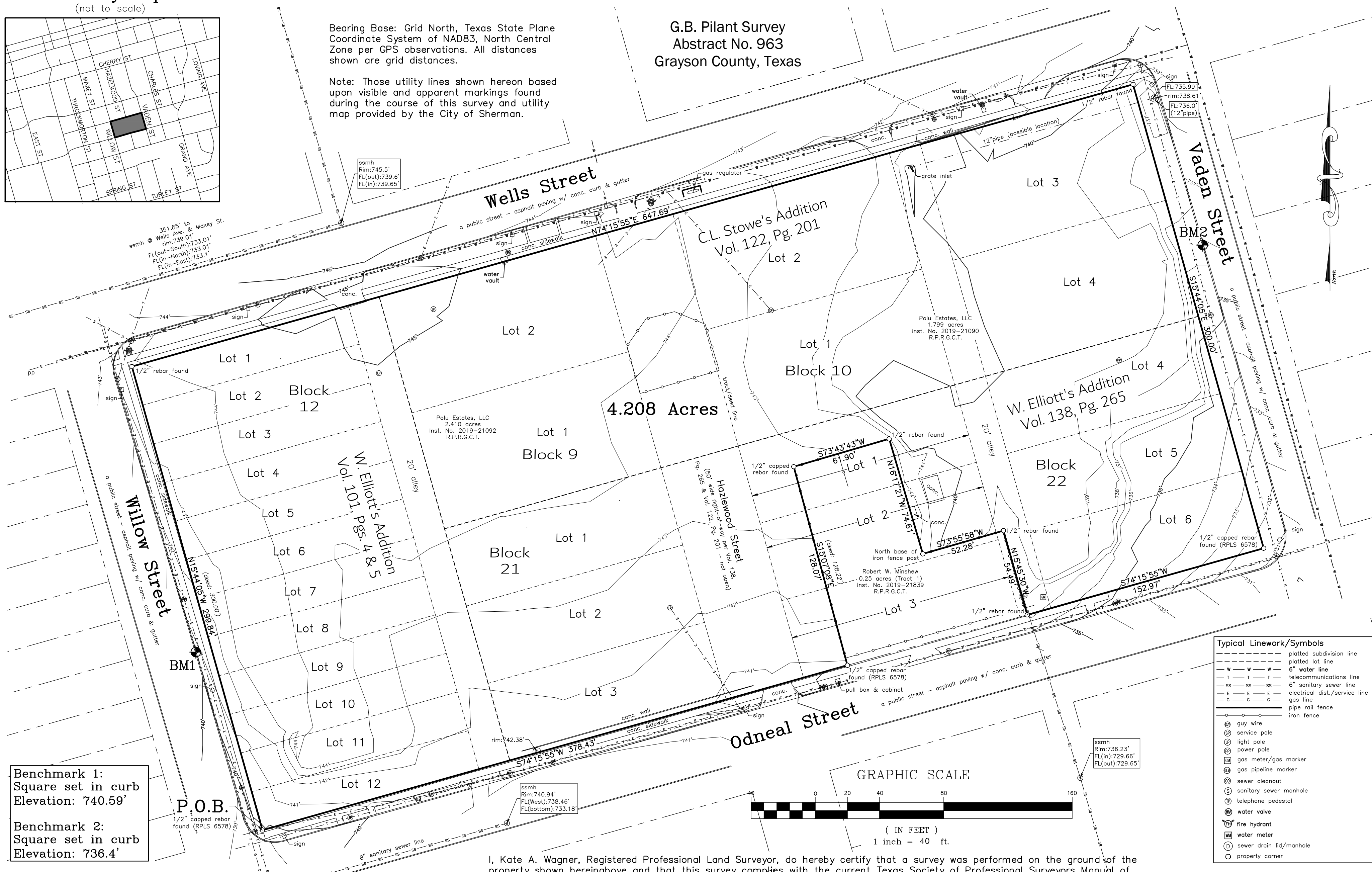
Vicinity Map
(not to scale)



Bearing Base: Grid North, Texas State Plane Coordinate System of NAD83, North Central Zone per GPS observations. All distances shown are grid distances.

Note: Those utility lines shown hereon based upon visible and apparent markings found during the course of this survey and utility map provided by the City of Sherman.

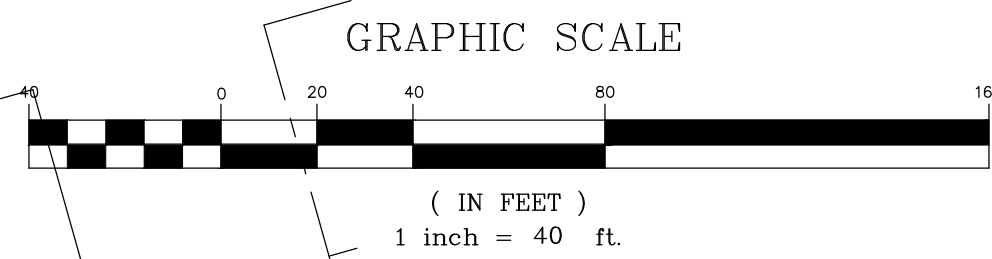
G.B. Pilant Survey
Abstract No. 963
Grayson County, Texas



Benchmark 1:
Square set in curb
Elevation: 740.59'

Benchmark 2:
Square set in curb
Elevation: 736.4'

P.O.B.
1/2" capped rebar found (RPLS 6578)



Typical Linework/Symbols	
---	platted subdivision line
- - - -	platted lot line
— W — W — W —	6" water line
— T — T — T —	telecommunications line
— SS — SS — SS —	6" sanitary sewer line
— E — E — E —	electrical dist./service line
— G — G — G —	gas line
—	pipe rail fence
—	iron fence
⊙	guy wire
⊙	service pole
⊙	light pole
⊙	power pole
⊙	gas meter/gas marker
⊙	gas pipeline marker
⊙	sewer cleanout
⊙	sanitary sewer manhole
⊙	telephone pedestal
⊙	water valve
⊙	fire hydrant
⊙	water meter
⊙	sewer drain lid/manhole
⊙	property corner

Owner: Polu Estates, LLC
Buyer: B&H Capital Partners, LP
Address: 900 E. Wells Street & 1023 E. Odneal Street
Sherman, Texas

Job No. AGS290625

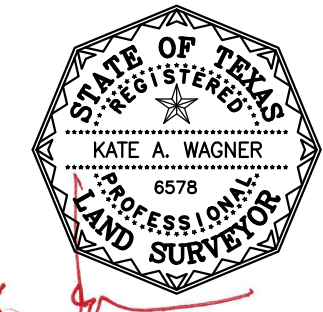
Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helvewagnersurveying.net
TBPELS Firm Registration No. 10088100

This survey is for the sole benefit of the Owners and Buyers stated hereon and Red River Title and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey complies with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1A, Condition 3, TSPS Land Title Survey and is a true and correct representation of the property shown hereon to the best of my knowledge and belief.

Legal Description is as follows: All of Lots 4, 5 and 6, Block 22 and Lots 1, 2 and 3, said Block 21, and a portion of the 20 ft. wide alley lying within said Block 22 of W. Elliott's Addition to the City of Sherman, Texas as per plat of record in Volume 138, Page 265, Deed Records, Grayson County, Texas, all of Lots 1 and 2, Block 9 and all of Lots 1, 2, 3 and 4, Block 10 and the 20 ft. wide alley lying within said Block 10 of C.L. Stowe's Addition to the City of Sherman, Texas as per plat of record in Volume 122, Page 201, said Deed Records, all of Lots 1 through 12, Block 12 and the 20 ft. wide alley lying East of and adjacent to said Block 12 of W. Elliott's Addition to the City of Sherman, Texas as per plat of record in Volume 101, Pages 4 & 5, said Deed Records all of the 50 ft. wide right-of-way platted as Hazlewood Street (not open) as per both said W. Elliott's Addition and C.L. Stowe's Addition. Field Notes attached herewith.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0290 G, Revised Date: September 1, 2022.



Kate A. Wagner
Kate A. Wagner, R. F. L. S. No. 6578
Copyright Date: June 12, 2025

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020

Ph: (903) 463-6191 · Email: kate@helveywagnersurveying.net

Texas Board of Engineers and Land Surveyors Firm Registration No. 10088100

Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578

FIELD NOTES

4.208 ACRES

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the G.B. Pilant Survey, Abstract No. 963, being all of Lots 4, 5 and 6, Block 22 and Lots 1, 2 and 3, Block 21, a part of Lots 1, 2 and 3, said Block 21, and a portion of the 20 ft. wide alley lying within said Block 22 of W. Elliott's Addition to the City of Sherman, Texas as per plat of record in Volume 138, Page 265, Deed Records, Grayson County, Texas, all of Lots 1 and 2, Block 9 and all of Lots 1, 2, 3 and 4, Block 10 and the 20 ft. wide alley lying within said Block 10 of C.L. Stowe's Addition to the City of Sherman, Texas as per plat of record in Volume 122, Page 201, said Deed Records, all of Lots 1 through 12, Block 12 and the 20 ft. wide alley lying East of and adjacent to said Block 12 of W. Elliott's Addition to the City of Sherman, Texas as per plat of record in Volume 101, Pages 4 & 5, said Deed Records all of the 50 ft. wide right-of-way platted as Hazlewood Street (*not open*) as per both said W. Elliott's Addition and C.L. Stowe's Addition, and being all of the 2.410 acre tract of land conveyed by Warranty Deed with Vendor's Lien from ML Hampton Investments, LLC to Polu Estates, LLC on August 30, 2019 as recorded in Inst. No. 2019-21092, Real Property Records, Grayson County, Texas and all of the 1.799 acre tract of land conveyed by Warranty Deed with Vendor's Lien from ML Hampton Investments, LLC to Polu Estates, LLC on August 30, 2019 as recorded in Inst. No. 2019-21090, said Real Property Records, being more particularly described as one tract by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch capped rebar found at the intersection of the North line of Odneal Street, a public street, with the East line of Willow Street, a public street, at the Southwest corner of said Polu Estates 2.410 ac., Block 12, W. Elliott's Addition and the most Westerly Southwest corner of the herein described tract;

THENCE North 15 deg. 44 min. 05 sec. West, with the East line of said Willow Street and the West line of both said Block 12, W. Elliott's Addition and Polu Estates 2.410 ac., a distance of 299.84 ft. to a 1/2 inch rebar found at the intersection of the East line of said Willow Street with the South line of said Wells Street, a public street, at the Northwest corner of said Block 12, W. Elliott's Addition, Polu Estates 2.410 ac. and the herein described tract;

THENCE North 74 deg. 15 min. 55 sec. East, with the South line of said Wells Street and the North line of all of the following: Polu Estates 2.410 ac. and 1.799 ac., Block 12, W. Elliott's Addition and Blocks 9 & 10, said C.L. Stowe's Addition, a distance of 647.69 ft. to a 1/2 inch rebar found at the intersection of the West line of Vaden Street, a public street, with the South line of said Wells Street, at the Northwest corner of said Block 10, C.L. Stowe's Addition, Polu Estates 1.799 ac. and the herein described tract;

THENCE South 15 deg. 44 min. 05 sec. East, with the West line of said Vaden Street and the East line of the following: said Block 10, C.L. Stowe's Addition, Block 22, W. Elliott's Addition and Polu Estates 1.799 ac., a distance of 300.00 ft. to a 1/2 inch capped rebar found, stamped "RPLS 6578" at the intersection of the West line of said Vaden Street with the North line of said Odneal Street, at the Southeast corner of said Block 22 and the most Easterly Southeast corner of both said Polu Estates 1.799 ac. and the herein described tract;

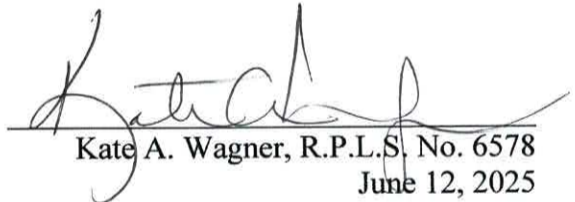
THENCE South 74 deg. 15 min. 55 sec. West, with the North line of said Odneal Street and the South line of both said Block 22 and Polu Estates 1.799 ac., a distance of 152.97 ft. to a 1/2 inch rebar found in the South line of the 20 ft. wide alley within said Block 22, W. Elliott's Addition, at the Southeast corner of the 0.25 acre tract (Tract 1) conveyed to Robert W. Minshew in Inst. No. 2019-21839, said Real Property Records and a Southwest corner of both the herein described tract;

THENCE Northerly, Westerly, and Southerly, over and across the 20 ft. wide alley in said Block 22, W. Elliot's Addition, said Lots 1, 2 & 3, Block 22, W. Elliott's Addition, with the Westerly, Southerly and Easterly lines of said Polu Estates 1.799 ac. and the East, North and West lines of said Minshew 0.25 ac., the following calls and distances:

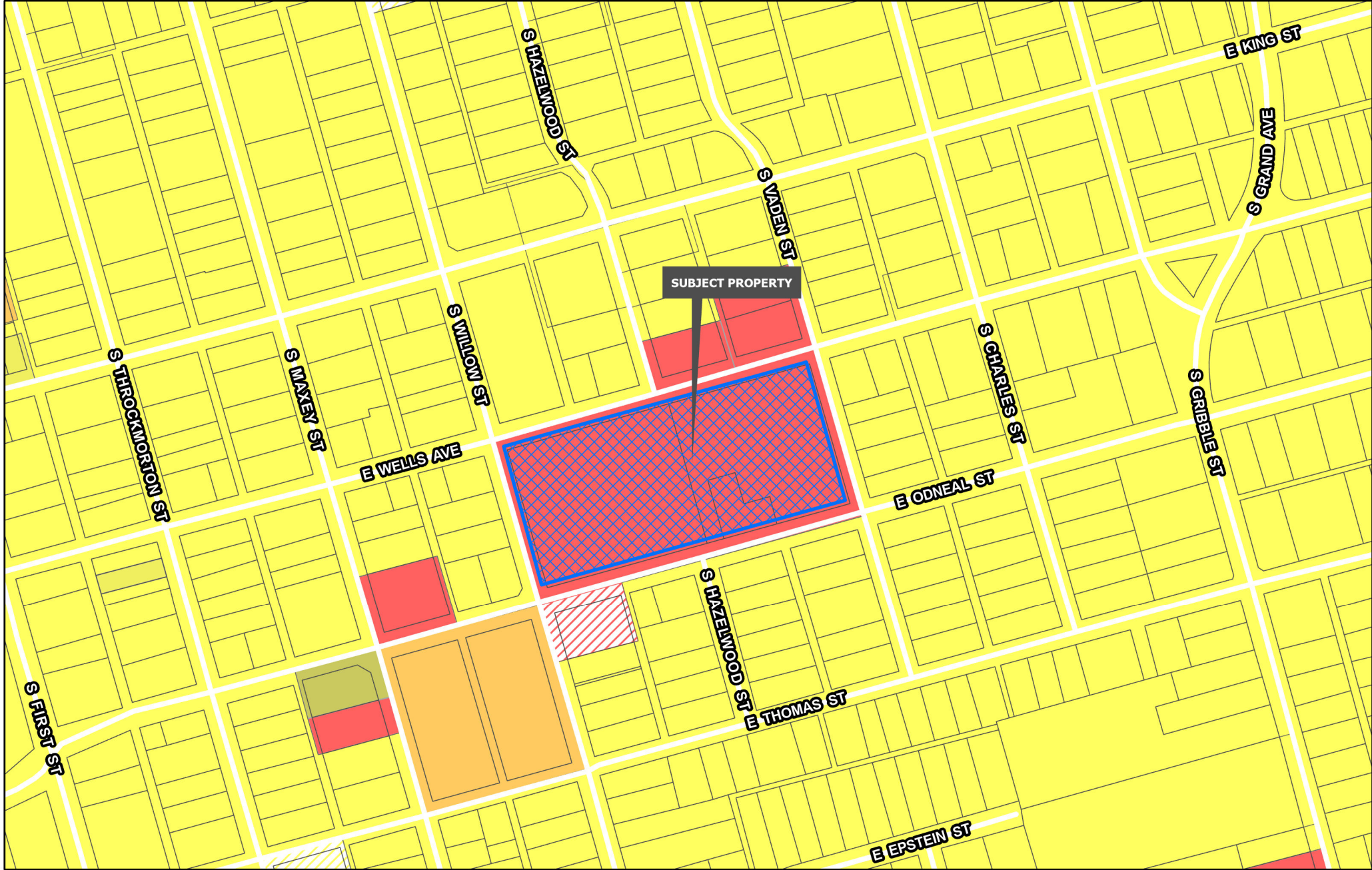
1. North 15 deg. 45 min. 30 sec. West, a distance of 54.49 ft. to a 1/2 inch rebar found at the most Easterly Northeast corner of said Minshew 0.25 ac. and an Ell corner of both said Polu Estates 1.799 ac. and the herein described tract;
2. South 73 deg. 55 min. 58 sec. West, a distance of 52.28 ft. to a the North base of an iron fence post at an Ell corner of said Minshew 0.25 ac. and a Southwest corner of both said Polu Estates 1.799 ac. and the herein described tract;
3. North 16 deg. 17 min. 21 sec. West, a distance of 74.61 ft. to a 1/2 inch rebar found at the most Northerly Northeast corner of said Minshew 0.25 ac. and an Ell corner of both said Polu Estates 1.799 ac. and the herein described tract;
4. South 73 deg. 43 min. 43 sec. West, a distance of 61.90 ft. to a 1/2 inch capped rebar found at the Northwest corner of said Minshew 0.25 ac. and an Ell corner of both said Polu Estates 1.799 ac. and the herein described tract;
5. South 15 deg. 07 min. 08 sec. East, a distance of 128.07 ft. to a 1/2 inch capped rebar found, stamped "RPLS 6578" in the North line of said Odneal Street and the South line of said Lot 3, Block 22, W. Elliott's Addition, at the Southwest corner of said Minshew 0.25 ac. tract and a Southeast corner of both said Polu Estates 1.799 ac. and the herein described tract;

THENCE South 74 deg. 15 min. 55 sec. West, with the North line of said Odneal Street and the South line of said Polu Estates 1.799 ac. and 2.410 ac., Blocks 22 and 21, W. Elliott's Addition and Block 12, W. Elliot's Addition, a distance of 378.43 ft. to the **PLACE OF BEGINNING** and containing **4.208 ACRES** of land.




Kate A. Wagner, R.P.L.S. No. 6578
June 12, 2025





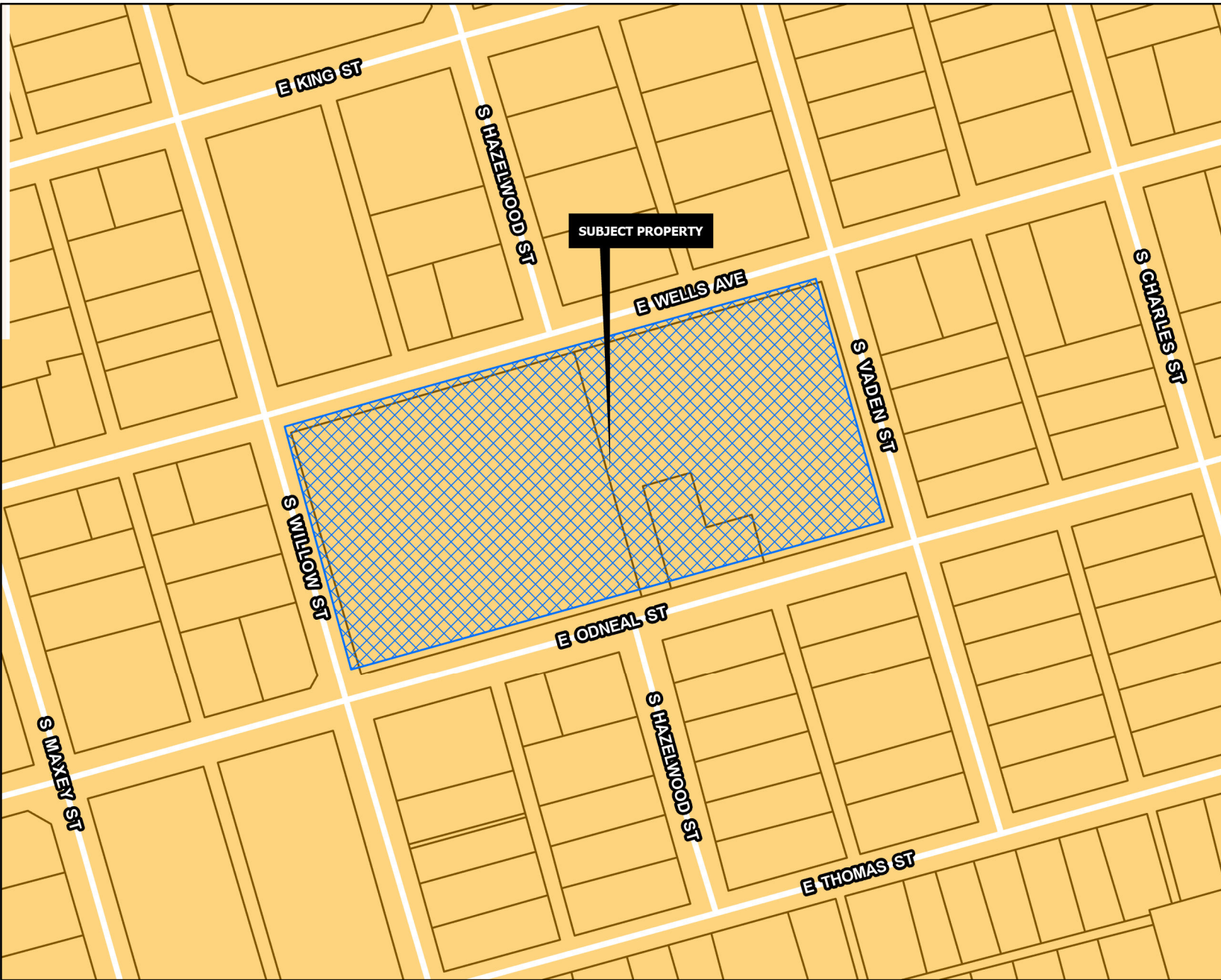
SUBJECT PROPERTY



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

CITY OF SHERMAN
ZONING MAP
900 E WELLS AVE





CORE NEIGHBORHOOD

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

- Appropriate Land Use Types**
- Single-family detached
 - Single-family attached
 - Local/neighborhood commercial and office
 - Parks and open space
 - Schools and civic uses

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

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



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

**CITY OF SHERMAN
 ZONING MAP
 900 E WELLS AVE**



Sherman
CONSULTING SERVICES
**NOTICE OF
PROPOSED ZONING
CHANGE**
PROJECT #: 000268-2025
Planning & Zoning Map
© 2025
FOR MORE INFORMATION
CONTACT
DEVELOPMENT SERVICES
903-892-7229



December 10th , 2025

Rob Rae
Director of Development Services
City of Sherman

RE: *Project Narrative – Willow and Wells*

Mr. Rae,

The property owner wishes to develop an infill subdivision on the southeast corner of Willow Street and Wells Avenue consisting of +/- 25-40' wide residential lots. The project site is currently zoned C-1 and the property owner wishes to rezone to R-4

Thank you for your consideration of this development request. Please contact me at (469) 353-6061 or michael.carlisle@kimley-horn.com should you have any questions.

Sincerely,

Michael Carlisle, P.E. (TX)
Kimley-Horn and Associates, Inc.
TBPE Firm No. F-928



City Council Regular Meeting

Agenda Item No. E.4.

Meeting Date: 2/16/2026

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6920

Declaring the City of Sherman's Eligibility and Intention to Participate in a Residential Tax Abatement Program to Promote Development/Redevelopment in Certain Areas of the City; Establishing Guidelines and Criteria

Issue:

Renewing the City's Residential Tax Abatement Program for two (2) years

Background:

At the June 9, 2023 meeting, the City Council renewed the Residential Tax Abatement Program for two (2) more years, pursuant to the provisions of Section 312.002 of the Texas Tax Code. At the April 18, 2016 meeting, the City Council adopted Ordinance No. 5948 to renew the designation of Residential Tax Abatement Zone Number Ten (#10) established for the purpose of residential tax abatement. At that time, the map was revised to reflect changes made by the U.S. Department of Housing and Urban Development (HUD) to the low-to-moderate income locations in Sherman. Some previously designated locations, generally located east of Highway 75, have been removed from that target area. While there is no official determination from HUD, we believe it is due to community efforts to revitalize, provide tax abatements, and encourage reinvestment that has removed those low-to-moderate areas out of that status. The City's efforts for redevelopment are having a positive effect in those areas.

Incentivizing residential construction within this target area uses existing streets, water mains and sewer mains, rather than extending that infrastructure to undeveloped areas of the City. Continuing this residential tax abatement program also aligns with recent efforts of encouraging infill development.

The City Council granted six residential tax abatements in 2023, four residential tax abatements in 2024, and no residential tax abatements in 2025.

Capital Improvement Program:

N/A

Origination:

Development Services

Financial Consideration:

There is no direct cost to approving this resolution. Costs would vary as residential tax abatements are granted. In 2023 through 2024 combined, abatements have been granted on new construction with an estimated value of \$1,085,100.00 for a total of approximately \$5352.09 in abated taxes. This was partially offset by application fees.

Staff Recommendation:

The staff recommends approval of this resolution to renew the City's Residential Tax Abatement Program for two (2) years. This resolution complies with goals and strategies of the Comprehensive Master Plan: "Strategy 1.2: Invest in programs that allow Sherman residents the opportunity to become invested in their community through housing...b. Continue to offer the Residential Tax Abatement program."

Alternatives:

The City Council could revise the terms of the abatements that are granted or could discontinue the program completely.

Attachments:

1. Ordinance No. 6920
2. Exhibit A
3. Resolution to Renew - 7085

ORDINANCE NO. 6920

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DECLARING THE CITY OF SHERMAN’S ELIGIBILITY AND INTENTION TO PARTICIPATE IN A RESIDENTIAL TAX ABATEMENT PROGRAM TO PROMOTE DEVELOPMENT/REDEVELOPMENT IN CERTAIN AREAS OF THE CITY; ESTABLISHING GUIDELINES AND CRITERIA; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas, desires to promote the development/redevelopment of certain contiguous geographic areas within its jurisdiction; and

WHEREAS, the City of Sherman, Texas, is authorized to enter into Tax Abatement Agreements for commercial-industrial or residential purposes as authorized by Chapter 312 of the Texas Property Tax Code (Code); and

WHEREAS, Section 312.002 of the Code requires the City of Sherman, Texas, to establish guidelines and create criteria every two (2) years for the designation of reinvestment zones and the entering into Residential Tax Abatement Agreements; and

WHEREAS, Resolution No. 7085 was approved by the City Council at the June 9, 2023 meeting, renewing the City’s program for an additional two (2) years;

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

SECTION 1. That the City of Sherman, Texas, declares it is eligible for and intends to participate in a Residential Tax Abatement Program.

SECTION 2. That the City of Sherman, Texas, hereby adopts the following Guidelines and Criteria for Tax Abatement for use in its Residential Tax Abatement Program:

**CITY OF SHERMAN
RESIDENTIAL TAX ABATEMENT GUIDELINES AND CRITERIA**

GENERAL PURPOSE AND OBJECTIVES

The City of Sherman is committed to an expansion of its tax base, an increase to its population, the promotion of development in all parts of the City, and to an ongoing improvement in the quality of life for its citizens. As these objectives are generally served by the enhancement and expansion of the local economy, the City of Sherman will offer residential tax abatement as a stimulus for economic development in Sherman. The policy of the City of Sherman is to make residential tax abatement available to new structures. Likewise, residential tax abatement is intended for residential structures built upon vacant lots within existing subdivisions as well as

within new subdivisions of the City. It is the policy of the City of Sherman that such tax abatement will be provided in accordance with the procedures and criteria outlined in this document and as permitted by State statute. The guidelines and criteria herein adopted shall expire two (2) years from and after February 2, 2028. The provisions herein are severable, and if any provision or requirement of these guidelines or criteria is declared or found to be illegal or invalid, such illegality or invalidity shall not affect the remaining provisions, since the City Council would have adopted these guidelines and criteria without the incorporation of the portions found to be invalid.

DEFINITION OF TERMS

Act — means the Property Redevelopment and Tax Abatement Act, Texas Tax Code Ann. 312.001, et seq., as amended from time to time.

Agreement — means a contractual agreement between a property owner and the City of Sherman for the purposes of tax abatement.

Applicant — means an owner of real property who requests tax abatement in accordance with these guidelines.

Base Year Value — means the assessed value of eligible property on January 1 preceding the date of execution of the agreement.

Economic Life — means the number of years a property improvement is expected to be in service.

New Structure — means residential improvements made to a property previously undeveloped which is placed into use by means other than or in conjunction with expansion.

Reinvestment Zone — means a contiguous geographic area in the jurisdiction of the municipality in which tax abatements may be granted to promote residential development or redevelopment if the governing body determines that residential development or redevelopment would not occur solely through private investment in the reasonably foreseeable future.

Residential Improvements — means the construction of residential building(s), and all the appurtenances thereto, single-family in purpose. This does not include duplexes or multi-family structures.

Total Facility — means all buildings and structures along with the appurtenances thereto.

ELIGIBILITY

All residentially zoned property is eligible for designation as a Reinvestment Zone. A new structure anywhere within the corporate limits of a value in excess of \$150,000.00 may receive abatement. As provided in the Act, abatement may only be granted for the value of eligible property subsequent to and listed in an abatement agreement between the City of Sherman and the property owner. Abatement will be granted for new single-family residential construction only.

Eligible Property — Abatement will be extended to the increased value of real estate, buildings, structures, and site improvements along with the appurtenances thereto for properties which are single-family in purpose. This does not include duplexes or multi-family structures.

Value and Term of Abatement — Upon determination that all requirements for tax abatement have been satisfied by the applicant, the value and terms of the abatement will be for a period of ten (10) years in accordance with the following schedule for the abatement of taxes on the added value above the base year value. Abatement shall be granted effective with the January 1 valuation date immediately following the date of completion of the improvements.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
1	100%
2	100%
3	100%
4	100%
5	100%
6	100%
7	80%
8	60%
9	40%
10	20%

CRITERIA

Any request for tax abatement shall be reviewed for completeness. The City staff shall determine whether the application satisfies the guidelines and criteria. Tax abatement shall be based upon an evaluation of the following criteria which each applicant will be requested to address in narrative format:

Fiscal Impact

- Addition of real property improvements to the tax rolls.
- No utility construction by the City would be required other than routine.

Community Impact

- The project is compatible with the City’s comprehensive plan.
- No adverse environmental impact will be created by the project.

PROCEDURES

Any person, partnership, organization, corporation or other entity desiring that the City of Sherman consider providing tax abatement to encourage location of residential improvements

within the City limits of Sherman shall be required to comply with the following procedural guidelines:

1. Preliminary Application Steps
 - A. Applicant shall submit an “Application for Tax Abatement” contemporaneously with the application for a building permit, and shall pay a filing fee of \$75.00 to cover publication, notice cost, review and processing. If the applicant for the building permit is not the owner of the real estate and does not make application for residential tax abatement on behalf of the owner, the City staff shall notify the owner by certified mail, return receipt requested, that residential tax abatement must be filed with the City within ten (10) business days of receipt of the notice.
 - B. If the applicant does not wish to apply for residential tax abatement at the time that the building permit is issued, or if the owner fails to respond to the written notice of availability for residential tax abatement, the opportunity for residential tax abatement is waived. The staff shall prepare forms necessary to reflect the refusal of an applicant to participate and to document the lack of response by the owner to the written notice. The refusal or waiver to participate in residential tax abatement by the owner or applicant shall be binding on subsequent owners of the real property.
 - C. The City may request applicant to provide substantiation of economic feasibility of the overall project to assist in determining the long-term benefit to the City.
 - D. A complete legal description shall be provided.
 - E. Applicant shall complete all forms and information detailed above and submit them to the City of Sherman.
2. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be requested as needed.

If necessary, applicant will meet with City to discuss details of the application and prepare for presentation of application to the City Council.
3. The application shall include the total capital investment for real property improvements and type of project.

LEGAL DOCUMENTATION PREPARATION

The City will be responsible for drafting the proposed agreement pursuant to the approved Tax Abatement, as well as all associated documentation.

The legal document is to include the following:

1. Estimated value of new construction to be abated.
2. Percent of value to be abated each year.

3. Commencement date and the termination date of abatement.
4. Proposed use of the facility, nature of construction, time schedule, map, property description and improvements list as provided in the application.
5. Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture and administration.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 16th day of February 2026.

CITY OF SHERMAN, TEXAS

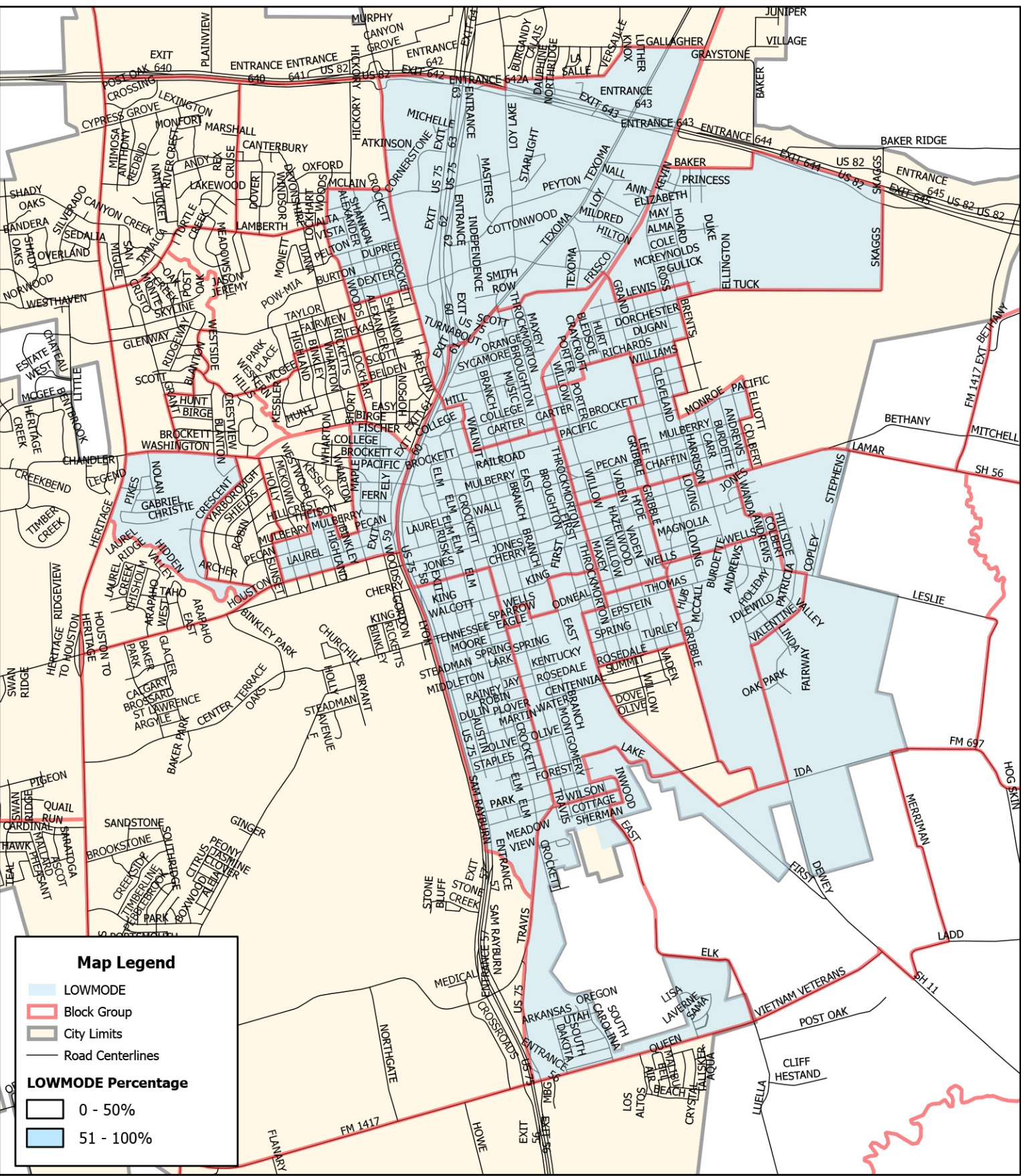
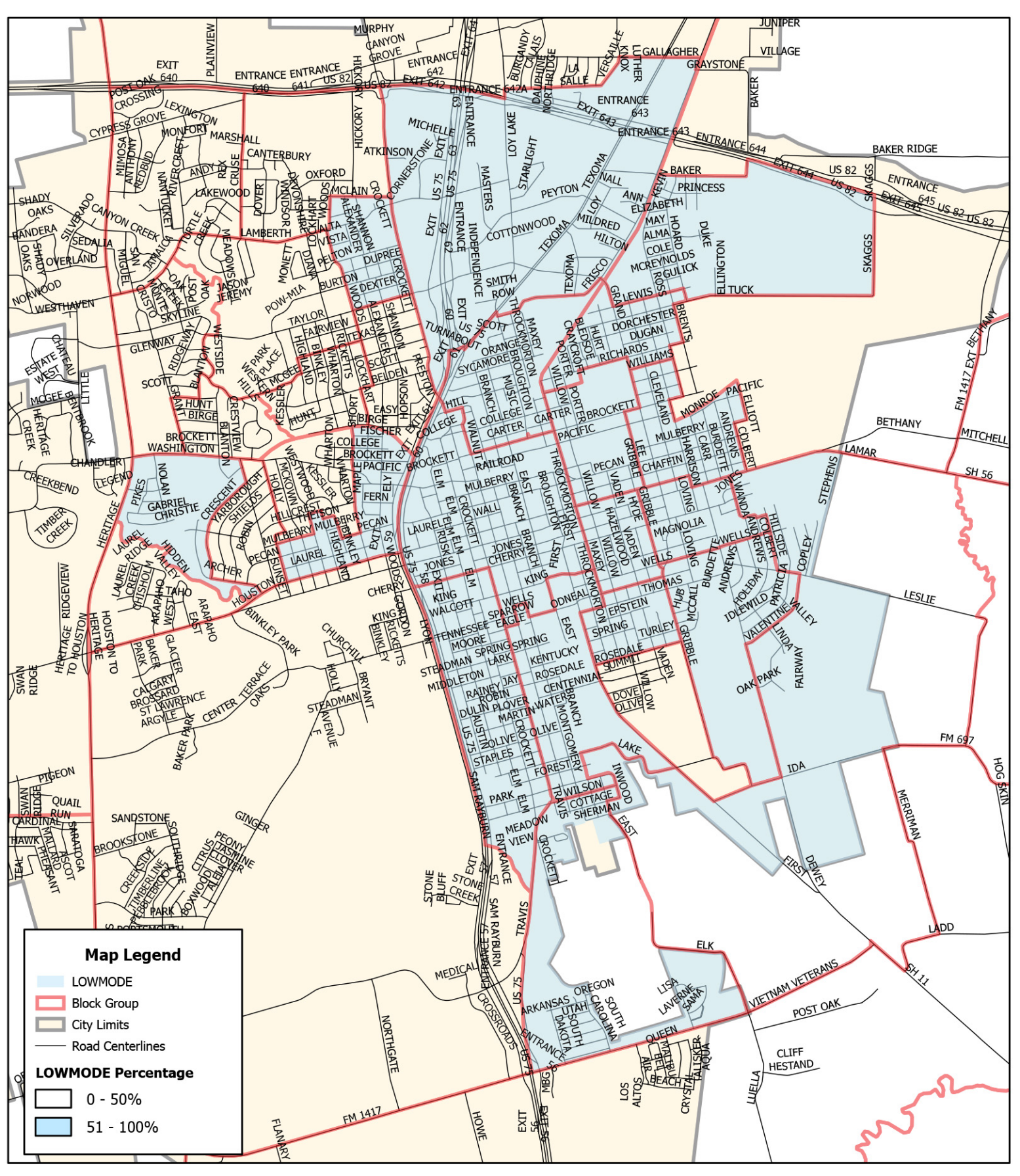
**BY: _____
SHAWN TEAMANN, MAYOR**

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**



RESOLUTION NO. 7085

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DECLARING THE CITY OF SHERMAN'S ELIGIBILITY AND INTENTION TO PARTICIPATE IN A RESIDENTIAL TAX ABATEMENT PROGRAM TO PROMOTE DEVELOPMENT/REDEVELOPMENT IN CERTAIN AREAS OF THE CITY; ESTABLISHING GUIDELINES AND CRITERIA; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas, desires to promote the development/redevelopment of certain contiguous geographic areas within its jurisdiction; and

WHEREAS, the City of Sherman, Texas, is authorized to enter into Tax Abatement Agreements for commercial-industrial or residential purposes as authorized by Chapter 312 of the Texas Property Tax Code (Code); and

WHEREAS, Section 312.002 of the Code requires the City of Sherman, Texas, to establish guidelines and create criteria every two (2) years for the designation of reinvestment zones and the entering into Residential Tax Abatement Agreements; and

WHEREAS, Resolution No. 6734 was approved by the City Council at the April 19, 2021 meeting, renewing the City's program for an additional two (2) years;

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

SECTION 1. That the City of Sherman, Texas, declares it is eligible for and intends to participate in a Residential Tax Abatement Program.

SECTION 2. That the City of Sherman, Texas, hereby adopts the following Guidelines and Criteria for Tax Abatement for use in its Residential Tax Abatement Program:

**CITY OF SHERMAN
RESIDENTIAL TAX ABATEMENT GUIDELINES AND CRITERIA**

GENERAL PURPOSE AND OBJECTIVES

The City of Sherman is committed to an expansion of its tax base, an increase to its population, the promotion of development in all parts of the City, and to an ongoing improvement in the quality of life for its citizens. As these objectives are generally served by the enhancement and expansion of the local economy, the City of Sherman will offer residential tax abatement as a stimulus for economic development in Sherman. The policy of the City of Sherman is to make residential tax abatement available to new structures. Likewise, residential tax abatement is intended for residential structures built upon vacant lots within existing subdivisions as well as

within new subdivisions of the City. It is the policy of the City of Sherman that such tax abatement will be provided in accordance with the procedures and criteria outlined in this document and as permitted by State statute. The guidelines and criteria herein adopted shall expire two (2) years from and after June 5, 2023. The provisions herein are severable, and if any provision or requirement of these guidelines or criteria is declared or found to be illegal or invalid, such illegality or invalidity shall not affect the remaining provisions, since the City Council would have adopted these guidelines and criteria without the incorporation of the portions found to be invalid.

DEFINITION OF TERMS

Act — means the Property Redevelopment and Tax Abatement Act, Texas Tax Code Ann. 312.001, et seq., as amended from time to time.

Agreement — means a contractual agreement between a property owner and the City of Sherman for the purposes of tax abatement.

Applicant — means an owner of real property who requests tax abatement in accordance with these guidelines.

Base Year Value — means the assessed value of eligible property on January 1 preceding the date of execution of the agreement.

Economic Life — means the number of years a property improvement is expected to be in service.

New Structure — means residential improvements made to a property previously undeveloped which is placed into use by means other than or in conjunction with expansion.

Reinvestment Zone — means a contiguous geographic area in the jurisdiction of the municipality in which tax abatements may be granted to promote residential development or redevelopment if the governing body determines that residential development or redevelopment would not occur solely through private investment in the reasonably foreseeable future.

Residential Improvements — means the construction of residential building(s), and all the appurtenances thereto, single-family in purpose. This does not include duplexes or multi-family structures.

Total Facility — means all buildings and structures along with the appurtenances thereto.

ELIGIBILITY

All residentially zoned property is eligible for designation as a Reinvestment Zone. A new structure anywhere within the corporate limits of a value in excess of \$150,000.00 may receive abatement. As provided in the Act, abatement may only be granted for the value of eligible property subsequent to and listed in an abatement agreement between the City of Sherman and the property owner. Abatement will be granted for new single-family residential construction only.

Eligible Property — Abatement will be extended to the increased value of real estate, buildings, structures, and site improvements along with the appurtenances thereto for properties which are single-family in purpose. This does not include duplexes or multi-family structures.

Value and Term of Abatement — Upon determination that all requirements for tax abatement have been satisfied by the applicant, the value and terms of the abatement will be for a period of ten (10) years in accordance with the following schedule for the abatement of taxes on the added value above the base year value. Abatement shall be granted effective with the January 1 valuation date immediately following the date of completion of the improvements.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
1	100%
2	100%
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8	60%
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10	20%

CRITERIA

Any request for tax abatement shall be reviewed for completeness. The City staff shall determine whether the application satisfies the guidelines and criteria. Tax abatement shall be based upon an evaluation of the following criteria which each applicant will be requested to address in narrative format:

Fiscal Impact

Addition of real property improvements to the tax rolls.

No utility construction by the City would be required other than routine.

Community Impact

The project is compatible with the City's comprehensive plan.

No adverse environmental impact will be created by the project.

PROCEDURES

Any person, partnership, organization, corporation or other entity desiring that the City of Sherman consider providing tax abatement to encourage location of residential improvements

within the City limits of Sherman shall be required to comply with the following procedural guidelines:

1. Preliminary Application Steps
 - A. Applicant shall submit an "Application for Tax Abatement" contemporaneously with the application for a building permit, and shall pay a filing fee of \$75.00 to cover publication, notice cost, review and processing. If the applicant for the building permit is not the owner of the real estate and does not make application for residential tax abatement on behalf of the owner, the City staff shall notify the owner by certified mail, return receipt requested, that residential tax abatement must be filed with the City within ten (10) business days of receipt of the notice.
 - B. If the applicant does not wish to apply for residential tax abatement at the time that the building permit is issued, or if the owner fails to respond to the written notice of availability for residential tax abatement, the opportunity for residential tax abatement is waived. The staff shall prepare forms necessary to reflect the refusal of an applicant to participate and to document the lack of response by the owner to the written notice. The refusal or waiver to participate in residential tax abatement by the owner or applicant shall be binding on subsequent owners of the real property.
 - C. The City may request applicant to provide substantiation of economic feasibility of the overall project to assist in determining the long-term benefit to the City.
 - D. A complete legal description shall be provided.
 - E. Applicant shall complete all forms and information detailed above and submit them to the City of Sherman.
2. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be requested as needed.

If necessary, applicant will meet with City to discuss details of the application and prepare for presentation of application to the City Council.
3. The application shall include the total capital investment for real property improvements and type of project.

LEGAL DOCUMENTATION PREPARATION

The City will be responsible for drafting the proposed agreement pursuant to the approved Tax Abatement, as well as all associated documentation.

The legal document is to include the following:

1. Estimated value of new construction to be abated.
2. Percent of value to be abated each year.

3. Commencement date and the termination date of abatement.
4. Proposed use of the facility, nature of construction, time schedule, map, property description and improvements list as provided in the application.
5. Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture and administration.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 9th day of June 2023.

CITY OF SHERMAN, TEXAS

BY:



DAVID PLYLER, MAYOR

ATTEST:

BY:



LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:**

**THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY:



RYAN D. PITTMAN, CITY ATTORNEY

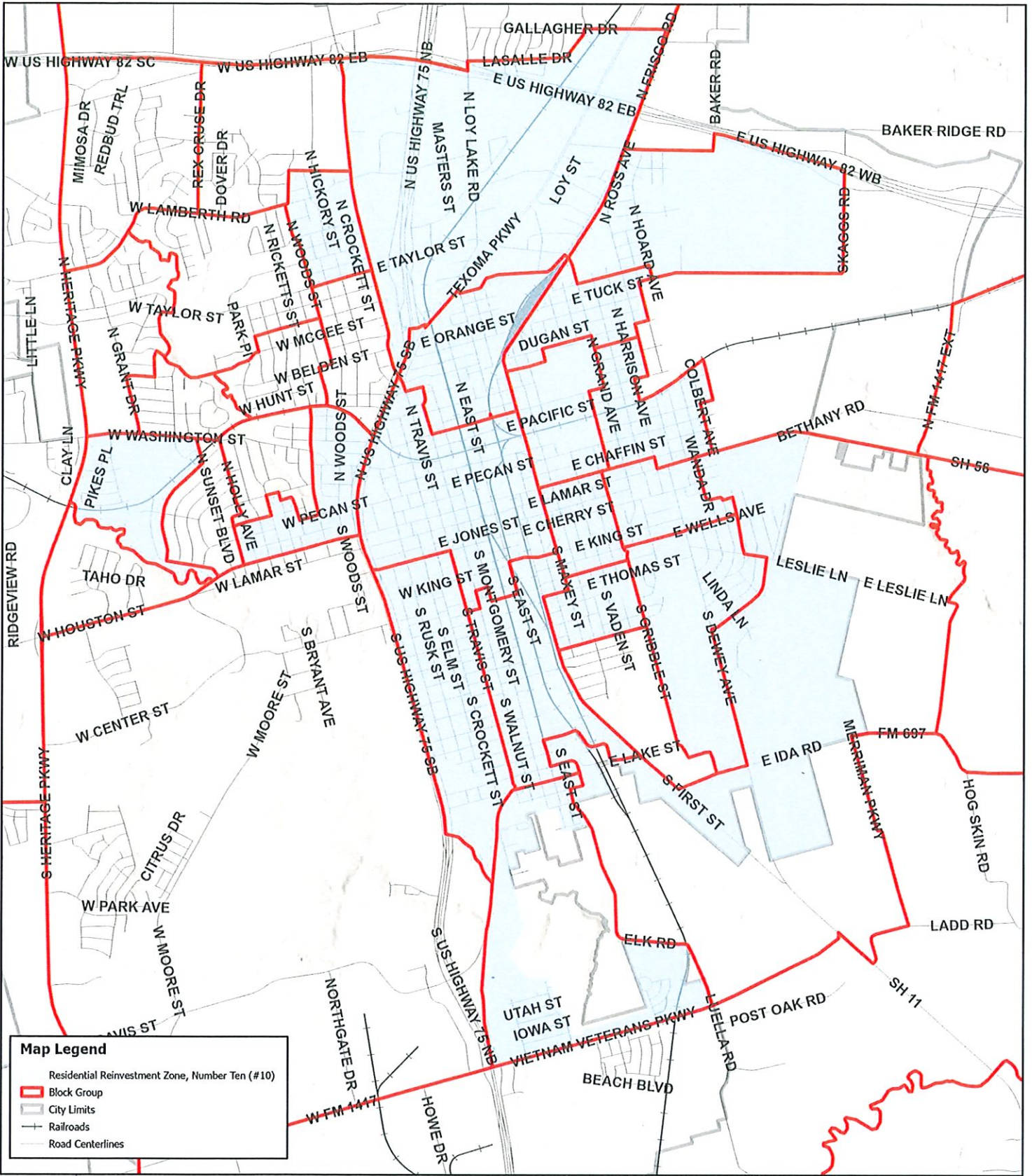
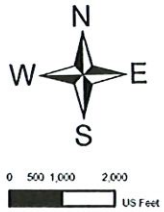


diagram H:\ENGINEER\GIS\ArcGIS Pro Projects\Finance\TIRZ Maps.aprx



Sherman, Texas
 Exhibit A:
 Residential Reinvestment Zone,
 Number Ten (#10)



Date: 5/30/2023



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F.1.

Meeting Date: 2/16/2026

Prepared By:

Approved By:

Caption:

Close Public Hearing

Adoption of Ordinances 6917, 6918, 6919 and 6920.

Issue:

E. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6917

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 1.51 Acres Being A Part Of The G.B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas, Located At 1207 East Ida Road, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In C-2 (General Commercial) District Zoning Classification, Bobby Richerson (Owner), And Sartin & Associates (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

E. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6918

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 18.557 Acres Being A Part Of The John Jennings Survey, Abstract No. 647, City Of Sherman, Grayson County, Texas, Located At 4305 North Travis Street, Heretofore Zoned R-6 (Single Family Residential) District, And C-1 (Retail Business) District; Rezoning And Placing The Tract In PD (Planned Development) District With A Base Zoning Of C-1 (Retail Business) District; Creed Canyon Partners, LTD. (Owner), And Helvey-Wagner Surveying, LLC (Surveyor); Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6919

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 4.208 Acres; Being Lots 4, 5, And 6, Block 22 And Lots 1, 2, And 3, Block 21, A Part Of Lots 1, 2, And 3, Block 21 W. Elliot's Addition, Lots 1 And 2, Block 9 And All Of Lots 1, 2, 3, And 4, Block 10, C.L. Stowe's Addition, Lots 1-12, Block 12 W. Elliott's Addition; Being A Part Of The G.B. Pilant Survey, Abstract No. 963, City Of Sherman, Grayson County, Texas, Located At 900 East Wells Street, Heretofore Zoned C-1 (Retail Business) District; Rezoning And Placing The Tract In R-4 (Patio Home Residential) District Zoning Classification, Wells BHCP, LLC (Owner), Michael Carlisle (Applicant) And Helvey-Wagner Surveying, Inc.(Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6920

Declaring the City of Sherman's Eligibility and Intention to Participate in a Residential Tax Abatement Program to Promote Development/Redevelopment in Certain Areas of the City; Establishing Guidelines and Criteria

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. F.2.

Meeting Date: 2/16/2026

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

ORDINANCE NO. 6915 (Tabled at the January 20, 2026 City Council Meeting)

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, Susan Kay Brown (Owner); Kristy Neal(Applicant); And David Fite Surveying (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Finding And Determining That The Meeting At Which This Ordinance Is Passed Was Noticed And Is Open To The Public As Required By Law.

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.

This item was tabled at the January 20, 2026 City Council Meeting.

The applicant has provided a revised site plan that demonstrates additional overflow parking, including pervious material, for events that may require additional parking.

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:

The request of Susan Kay Bowman (Owner), Kristy Neal (Applicant), and David Fite Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the January 13th, 2026, Special Called Meeting, the Planning and Zoning Commission voted 6/0 to recommend to the 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.
2. Exhibit A - Survey and Legal Description
3. Exhibit B - Site Plan
4. Location Map
5. Zoning Map
6. Future Landuse Map
7. Project Narrative
8. Notification Sign
9. Elevation

ORDINANCE NO.

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 SUSAN KAY BROWN (OWNER); KRISTY NEAL (APPLICANT); AND DAVID FITE,(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. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
10. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Kristy Neal is the owner or lessee of the property.
11. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009(a)(1)(C)*)
12. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
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 Comments (Informational):

14. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*
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*
16. 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:

17. 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 16th day of February 2026.

ADOPTED on this the 16th day of February 2026.

EFFECTIVE DATE on this the 16th day of February 2026.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

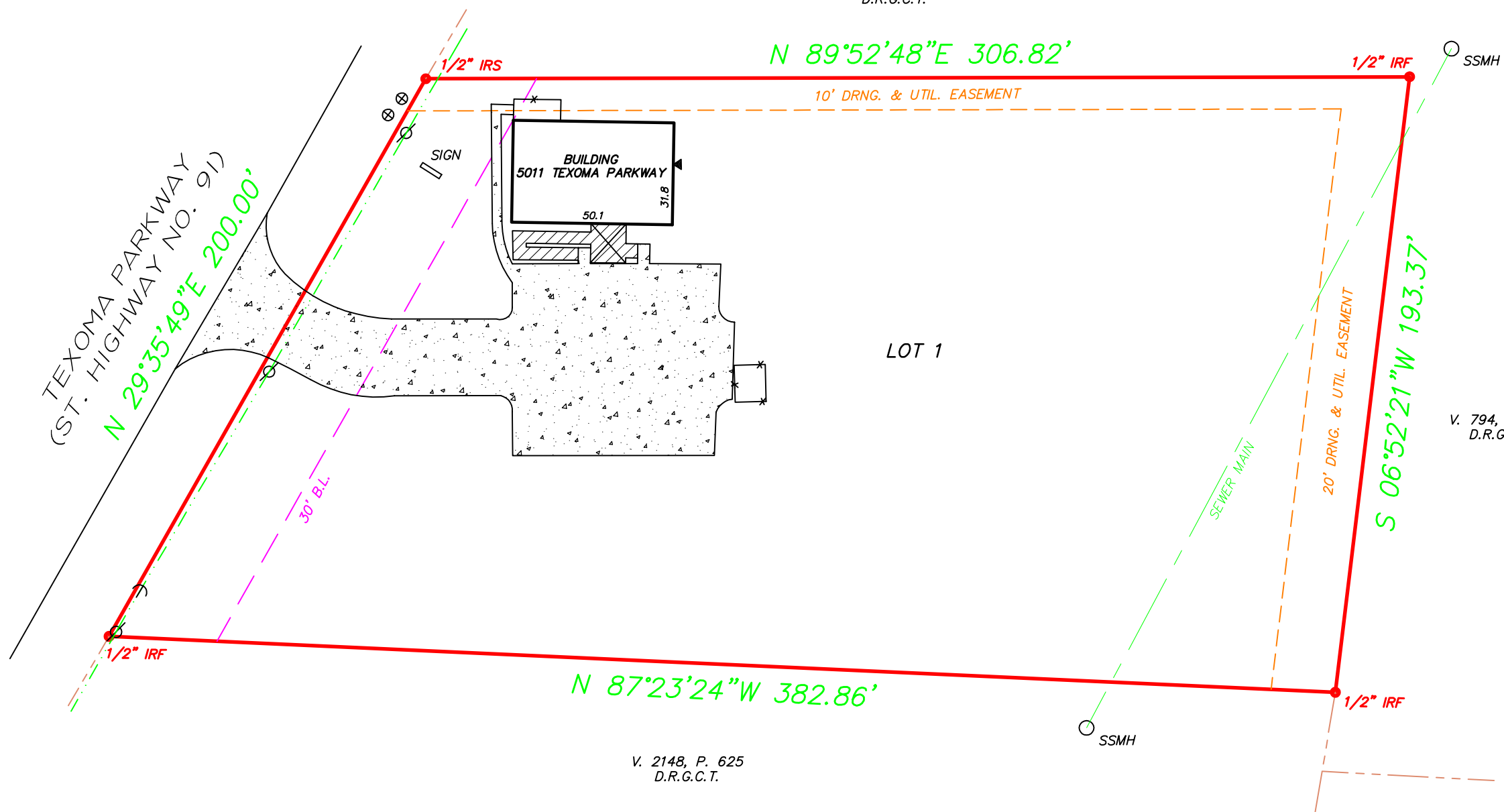
BY: _____
TERI FINE, CITY CLERK

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

V. 2148, P. 625
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.

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

NOTES

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

LEGEND

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

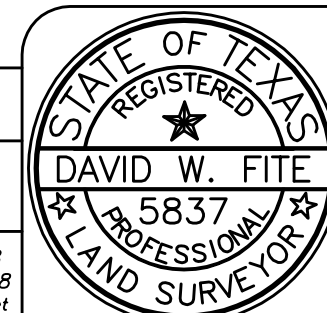


EXHIBIT B



About Travel is now
GATEWAY TRAVEL

15-30 guest max

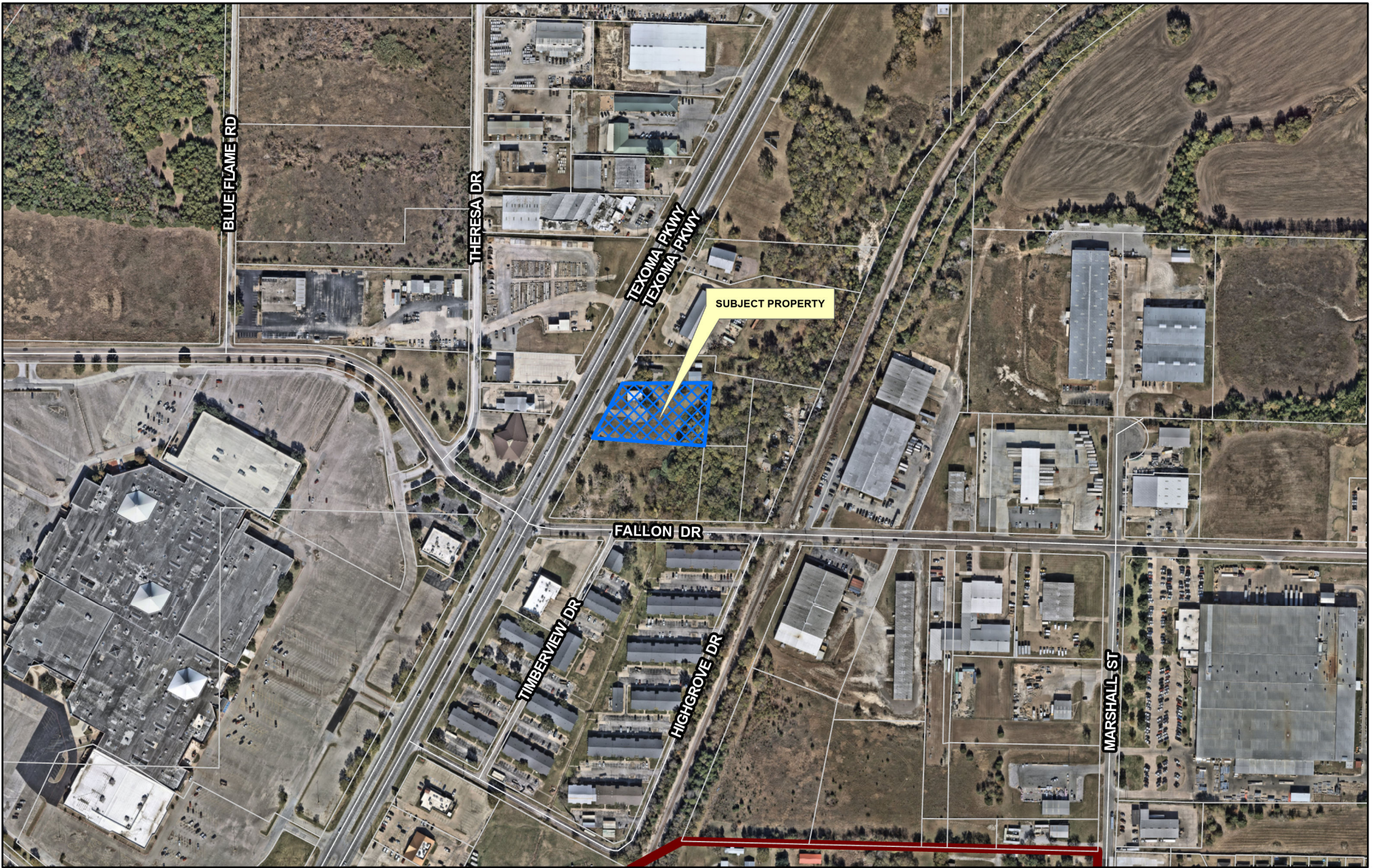
5011 Texoma Parkway
1,500 square feet

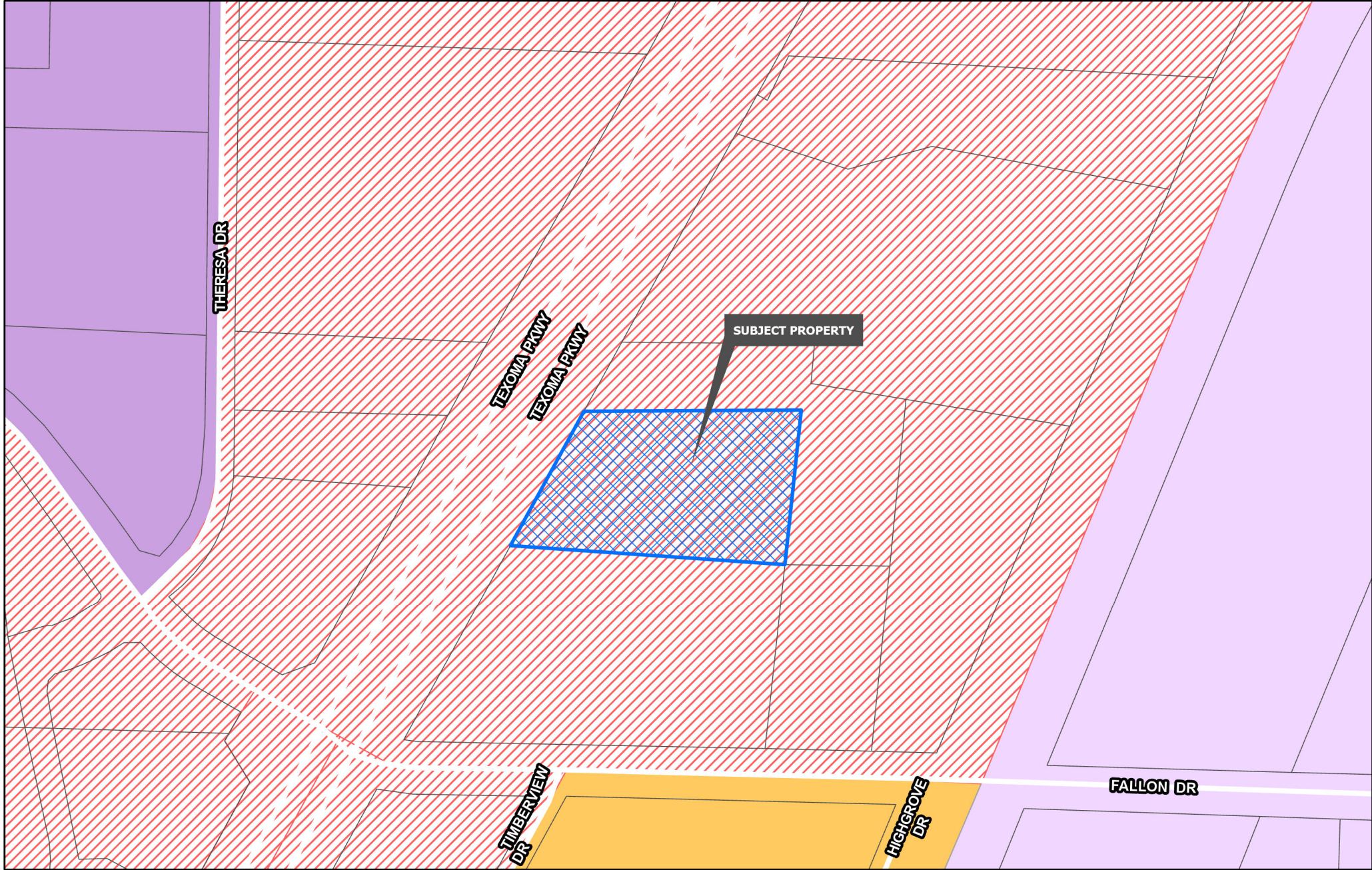
According to
Jimmy, this
dumpster
can be removed.



Overflow if needed.
My business model accommodates 15 to 30
guests. I hope my current parking situation
aligns well with The City of Sherman for the
vision and business plan for this micro venue.

Please take a look at the guest that are
currently occupying their cars in the parking
lot in this image.





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

**CITY OF SHERMAN
 ZONING MAP
 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."

SUBJECT PROPERTY

TEXOMA PKWY

TEXOMA PKWY

FALLON DR



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

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**



13 Parking Spaces | 1.46 Acres
1,500 square feet building



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting

Agenda Item No. G.1.

Meeting Date: 2/16/2026

Prepared By: Wayne Lee, Director of Engineering

Approved By: Zachary Flores, City Manager

Caption:

RESOLUTION NO. 7622

Awarding Bid to and Authorizing Execution of a Contract with KDA Industries, Inc. Based on an Invitation to Bid for the Choctaw Creek WS Site 8A Wetland Mitigation Pond Improvements

Issue:

To consider awarding a best value bid to and authorizing execution of a contract with KDA Industries, Inc., of Sherman, Texas, based on an invitation to bid for the Choctaw Creek WS Site 8A Wetland Mitigation Pond Improvements project.

Background:

As part of the Aston Drive Drainage, Street, and Utility Improvements project, an existing pond was required to be filled in that is required to be Wetland Mitigated per the United States Army Corps of Engineers (USACE).

Kimley-Horn was contracted to design construction drawings for the mitigation project and obtain USACE approval for the mitigation project. The location chosen for this wetland mitigation is Choctaw Creek WS Site 8A which is an existing small flood control lake just south of the Hickory Hill planned development and near the end of Friendship Road south of Lamberth Road.

On January 30, 2026, the City conducted a public bid opening and received three bids. Kimley-Horn and the City reviewed and graded the submittals. Scoring was based 50% on Price, 30% on Contractor Qualifications, 10% on Safety Record, and 10% on Construction Time. KDA Industries had the highest score and also had the lowest base bid of \$883,610.00 and quickest proposed time with substantial completion in 60 days and final completion in 75 days. Alternate Bid Items for Park amenities such as a trail head parking lot, concrete and cinder trails and lighting were also included within the proposal. Funding is only available for the trail head parking lot items for an additional \$162,346.00.

Capital Improvement Program:

24-047

Origination:

Engineering Department

Financial Consideration:

Funding needed for this project is \$1,045,956.00 and will be provided by CO's.

Staff Recommendation:

It is recommended that the best value bid be awarded for the Choctaw Creek WS Site 8A Wetland Mitigation Pond Improvements to KDA Industries, Inc., for providing, in the opinion of City staff and the design engineer,

the highest ranking score. It is also recommended that the City Manager be authorized to execute the required contract documents.

Alternatives:

As may be directed by City Council

Attachments:

1. Resolution No. 7622
2. Agreement
3. Bid Award Summary Letter
4. Bid Tabulation - Choctaw Creek WS Site 8A Pond
5. Location Map

RESOLUTION NO. 7622

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH KDA INDUSTRIES, INC. BASED ON AN INVITATION TO BID FOR THE CHOCTAW CREEK WS SITE 8A WETLAND MITIGATION POND IMPROVEMENTS; 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 KDA Industries, Inc. of Sherman, Texas, is hereby awarded the bid and the City of Sherman hereby approves the contract with KDA Industries, Inc., in the amount of One Million Forty-Five Thousand Nine Hundred Fifty-Six Dollars and Zero Cents (\$1,045,956.00) for the Choctaw Creek WS Site 8A Wetland Mitigation Pond Improvements; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with KDA Industries, Inc., for the construction of the aforementioned improvements, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 16th day of February 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: _____
NAME: _____
CITY ATTORNEY

AGREEMENT

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

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

Article 1. WORK

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

Choctaw Creek WS Site 8A Wetland Mitigation Pond Improvements

Article 2. ENGINEER

The Project has been designed by Kimley-Horn and Associates, who is hereinafter called ENGINEER and who is to act as CITY'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

- 3.1 The Work must be substantially completed and ready for final payment within 105 calendar days from the date when the Contract Time commences to run, as provided in the General Conditions.
- 3.2 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by CITY if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that CONTRACTOR shall pay CITY \$ 1,200.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by CITY as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein.

Article 4. CONTRACT PRICE

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

At the unit prices shown on the Unit Price Bid Schedule included in the Contract Documents.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit an Application for Payment in accordance with the General Conditions. Applications for Payment will be processed by ENGINEER, as provided in the Special Provisions.

CONTRACTOR and CITY acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of CITY, which fiscal year ends on September 30th of each year, shall be subject to Sherman City Council approval. In the event that the Sherman City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that CITY shall be obligated to pay monies owed CONTRACTOR for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that CONTRACTOR is not in breach of this Agreement.

Article 6. INTEREST

If the contract amount of this Agreement is less than \$5,000,000, no interest will be paid to the CONTRACTOR on retained money. When the contract amount exceeds \$5,000,000, no interest will be paid unless required by law.

Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce CITY to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.
- 7.2 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 7.3 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Provisions.
- 7.4 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. CONTRACT DOCUMENTS

The "Contract Documents," which comprise the entire agreement between CITY and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement
- 8.2 Solicitation for Bids
- 8.3 Instructions to Respondents
- 8.4 Certifications Required by Texas Law
- 8.5 Suspension and Debarment Certification
- 8.6 Bid Bond and Bid Bond POA
- 8.7 Statement of Respondent's Qualifications
- 8.8 Insurance Requirement Affidavit
- 8.9 Bid Submittal
- 8.10 Resolution of Award
- 8.11 Form 1295, Certificate of Interested Parties
- 8.12 Certificate of Insurance
- 8.13 Performance Bond and POA
- 8.14 Payment Bond and POA
- 8.15 Notice to Proceed
- 8.16 Closeout Documents
- 8.17 Special Provisions
- 8.18 Technical Specification prepared or issued by the City of Sherman dated 01/12/2026.
- 8.19 Drawings, consisting of sheets numbered C-01 through C-110, S.100 through S.203, T-01 through T-23, inclusive with each sheet bearing the following general title: Construction Plans for Choctaw Creek WS Site 8A Wetland Mitigation Pond Improvements.
- 8.20 Addenda numbers 1 to 1, inclusive.
- 8.22 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by CITY ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the Sherman City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the City Council's authorization for the City Manager to execute said Change Order. CONTRACTOR agrees that CITY'S project managers are authorized to issue Contingency Allowance Authorization but CITY'S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented, as outlined in this Agreement.

Article 9. INDEMNITY

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY

REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Article 10. LIABILITY

To the fullest extent permitted by law, CONTRACTOR shall be fully and solely responsible and liable for

its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of CONTRACTOR under this Agreement, and for any and all damage to CONTRACTOR's equipment and other property. CITY assumes no such responsibility or liability. CITY shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

Article 11. **TERMINATION**

CITY is entitled to terminate this Agreement at any time for any reason or for no reason by giving CONTRACTOR at least thirty (30) days' prior written notice of the termination date.

CITY is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement, CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of the Contract Documents, then CITY shall have the right to terminate this Agreement. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Article 12. **MISCELLANEOUS**

- 12.1 Terms used in the Agreement will have the meanings indicated in the Special Provisions.
- 12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.
- 12.4 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.
- 12.5 The parties acknowledge and agree that, in executing and performing this Agreement, CITY has not

waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it or the City of Sherman against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

- 12.6 In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.
- 12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between CITY and CONTRACTOR, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of CITY; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between CITY and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONTRACTOR.
- 12.11 This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- 12.12 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.13 CITY and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in

respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to CITY, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR or by ENGINEER on their behalf. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement (the "Effective Date").

CITY: CITY OF SHERMAN, TEXAS

CONTRACTOR: KDA Industries, Inc.

By: _____

By: Kirk J. Allen

Date: _____

Date: 4 Feb 2026

(Corporate Seal)

Attest: _____

Attest: Kirk J. Allen

Address for giving notices:

Address for giving notices:

1313 W. Washington

Sherman, TX 75092



February 6th, 2026

Mr. Wayne Lee
City of Sherman, TX
Community Services Building, Office of City Engineering
317 South Travis Street
Sherman, TX 75090

RE: *City of Sherman – Choctaw Creek WS Site 8A Wetland Mitigation Pond Improvements*

Dear Mr. Lee:

On January 30th, 2026, the City of Sherman received bid proposals for the Choctaw Creek WS Site 8A Wetland Mitigation Pond Improvements project. The following bid proposals were received:

Bidder	Bid Price	Completion Time	Total Evaluation Score (Out of 100)
KDA Industries, Inc.	\$883,610.00	75	90
A8 Development, LCC	\$1,188,137.85	150	52
Beavers Contracting, LCC.	\$1,231,159.40	150	81

Kimley-Horn and Associates, Inc. has reviewed the bid proposers' price, qualifications and safety record. Based on these reviews and the scoring system described in the request to Bid document, it appears that KDA Industries, Inc. has submitted the bid proposal most advantageous to the City based on the evaluation criteria in the contract, and Kimley-Horn can find no reason to disqualify them from receiving a contract award.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Michael Carlisle, P.E. (TX)

Choctaw Creek WS Site 8A Wetland Mitigation Pond Improvements

Bid Number 2026-06 - 1/30/2026

BASE BID

Item No.	Description	Quantity	Unit
Base Bid - General Conditions			
GC1	MOBILIZATION	1	LS
GC4	CONTINGENCY ALLOWANCE	1	LS
Base Bid - Erosion Control			
EC1	CONSTRUCTION ENTRANCE	1	EA
EC2	CONCRETE WASHOUT	1	EA
EC3	STONE OVERFLOW STRUCTURES	16	EA
EC4	POND DEWATER/PUMPING	90	DAY
EC5	CURLEX MATTING (W/ SEED)	11,700	SY
EC6	SILT FENCE	1,770	LF
EC7	LOOSE COMMON STONE RIP-RAP	1,055	SY
EC8	TEMPORARY WATER	1	LS
Base Bid - Demolition			
D1	DRAIN AND DEMUCK EXISTING POND	1	LS
D3	EXISTING DOCK REMOVAL	1	LS
Base Bid - Earthwork			
EW1	CLEARING, GRUBBING AND PREP	11	AC
EW2	HAUL CHIPPING OFFSITE	1	LS
EW3	TOPSOIL STRIPPING AND STOCKPILE	6,039	CY
EW4	UNCLASSIFIED EXCAVATION (CLAY)	24,430	CY
EW5	TOPSOIL RESPREAD	6,039	SY
EW6	POND LINER (IMPORTED MATERIAL)	8,648	CY
Base Bid - Landscape and Hardscape			
L5	SHALLOW WATER PLANTING	13,900	EA
L6	DEEP WATER PLANTING	1,400	EA
L7	BUFFALO GRASS	1,700	SY
L8	THUNDERTURF HYDROMULCH	31,600	SY
L9	FINE GRADING AND SOD PREP	1,700	SY
L16	A-1 KAYAK LAUNCH DOCK	1	EA

TOTAL BASE BID

<i>A8 Development, LLC</i>	
Unit Price	Total Amount
\$ 55,000.00	\$ 55,000.00
\$ 46,000.00	\$ 46,000.00
\$ 7,500.00	\$ 7,500.00
\$ 3,500.00	\$ 3,500.00
\$ 1,250.00	\$ 20,000.00
\$ 650.00	\$ 58,500.00
\$ 2.95	\$ 34,515.00
\$ 5.75	\$ 10,177.50
\$ 48.00	\$ 50,640.00
\$ 16,000.00	\$ 16,000.00
\$ 115,000.00	\$ 115,000.00
\$ 18,000.00	\$ 18,000.00
\$ 8,500.00	\$ 93,500.00
\$ 38,000.00	\$ 38,000.00
\$ 6.50	\$ 39,253.50
\$ 7.45	\$ 182,003.50
\$ 3.25	\$ 19,626.75
\$ 15.20	\$ 131,449.60
\$ 5.75	\$ 79,925.00
\$ 8.50	\$ 11,900.00
\$ 0.36	\$ 27,953.20
\$ 0.15	\$ 34,247.40
\$ 0.10	\$ 30,446.40
\$ 65,000.00	\$ 65,000.00
	\$ 1,188,137.85

<i>Beavers Contracting, LLC</i>	
Unit Price	Total Amount
\$ 70,000.00	\$ 70,000.00
\$ 46,000.00	\$ 46,000.00
\$ 5,000.00	\$ 5,000.00
\$ 7,500.00	\$ 7,500.00
\$ 450.00	\$ 7,200.00
\$ 500.00	\$ 45,000.00
\$ 2.03	\$ 23,751.00
\$ 8.00	\$ 14,160.00
\$ 67.98	\$ 71,718.90
\$ 50,000.00	\$ 50,000.00
\$ 65,000.00	\$ 65,000.00
\$ 7,500.00	\$ 7,500.00
\$ 2,000.00	\$ 22,000.00
\$ 35,000.00	\$ 35,000.00
\$ 5.00	\$ 30,195.00
\$ 12.00	\$ 293,160.00
\$ 2.00	\$ 12,078.00
\$ 20.00	\$ 172,960.00
\$ 4.60	\$ 63,940.00
\$ 4.60	\$ 6,440.00
\$ 20.00	\$ 34,000.00
\$ 3.34	\$ 105,544.00
\$ 3.00	\$ 5,100.00
\$ 37,912.50	\$ 37,912.50
	\$ 1,231,159.40

<i>KDA Industries, Inc.</i>	
Unit Price	Total Amount
\$ 40,000.00	\$ 40,000.00
\$ 46,000.00	\$ 46,000.00
\$ 3,000.00	\$ 3,000.00
\$ 2,000.00	\$ 2,000.00
\$ 400.00	\$ 6,400.00
\$ 200.00	\$ 18,000.00
\$ 3.00	\$ 35,100.00
\$ 3.00	\$ 5,310.00
\$ 55.00	\$ 58,025.00
\$ 20,000.00	\$ 20,000.00
\$ 50,000.00	\$ 50,000.00
\$ 1,000.00	\$ 1,000.00
\$ 2,700.00	\$ 29,700.00
\$ 3,000.00	\$ 3,000.00
\$ 3.00	\$ 18,117.00
\$ 5.00	\$ 122,150.00
\$ 2.00	\$ 12,078.00
\$ 25.00	\$ 216,200.00
\$ 2.50	\$ 34,750.00
\$ 2.50	\$ 3,500.00
\$ 18.00	\$ 30,600.00
\$ 2.80	\$ 88,480.00
\$ 6.00	\$ 10,200.00
\$ 30,000.00	\$ 30,000.00
	\$ 883,610.00

Choctaw Creek WS Site 8A Wetland Mitigation Pond Improvements

Bid Number 2026-06 - 1/30/2026

ALTERNATE BID

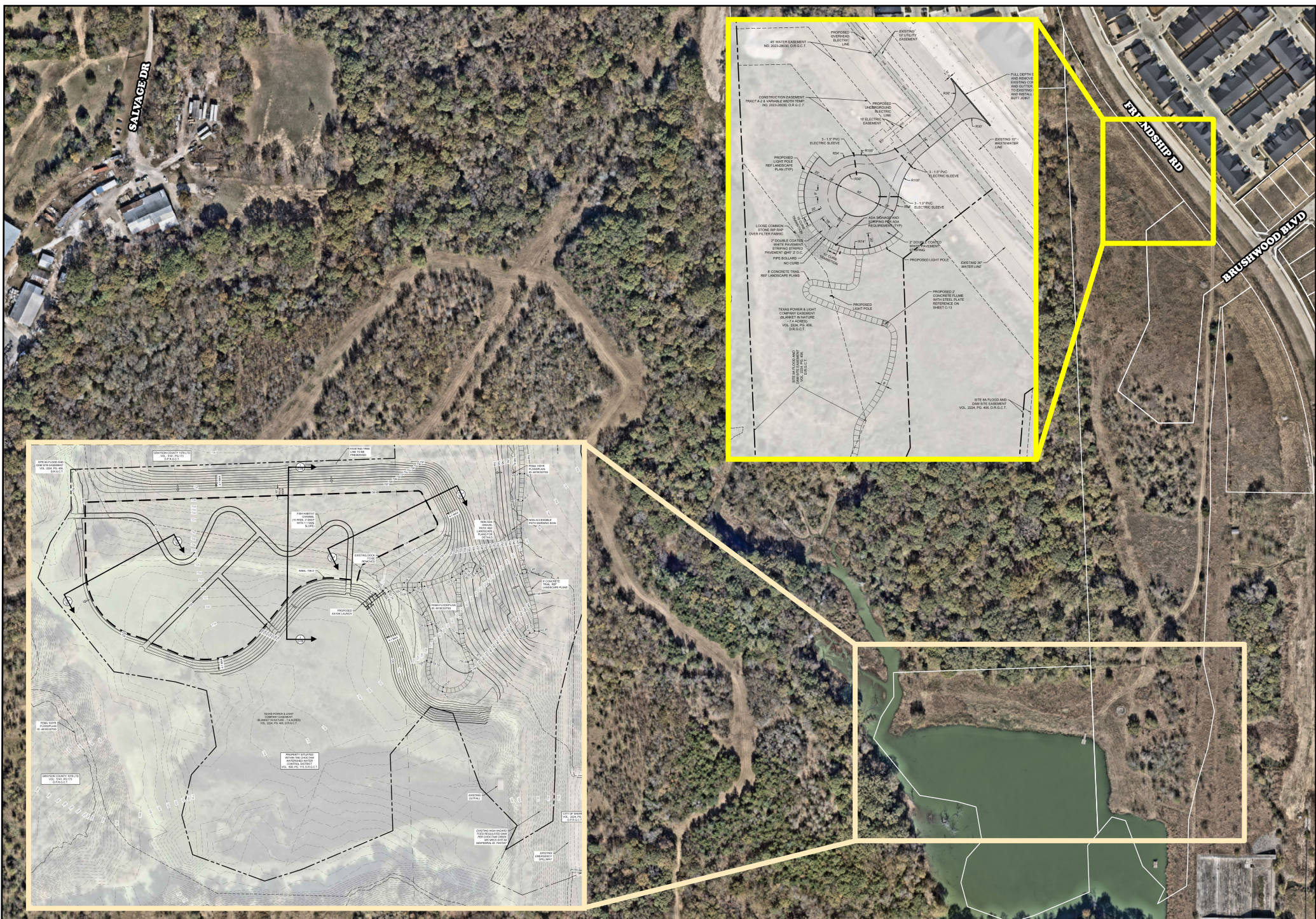
Item No.	Description	Quantity	Unit
Alternative Bid - General Conditions			
GC3	TRAFFIC CONTROL	1	LS
GC4	CONTINGENCY ALLOWANCE	1	LS
Alternative Bid - Demolition			
D2	FULL DEPTH SAWCUT FOR PAVEMENT REMOVAL	84	LF
Alternative Bid - Paving			
P1	PARKING LOT PAVEMENT 6" CONCRETE PVMT. (CLASS P1 OR P2) W/ #3 ON 18" OC	1,670	SY
P2	8" LIME STABILIZED SUBGRADE	1,837	SY
P3	HYDRATED LIME 8% (27 LBS/SY)	25	TON
P4	LONGITUDINAL BUTT JOINT	84	LF
P5	ADA STRIPAGE	1	LS
P6	2" DOUBLE COATED WHITE PAVEMENT @45° 2' O.C.	260	LF
P7	2" DOUBLE COATED WHITE PAVEMENT	370	LF
P8	2" CONCRETE FLUME WITH STEEL PLATE	4	EA
Alternative Bid - Miscellaneous Items			
M4	3-15." PVC SLEEVE	1	EA
Alternative Bid - Landscape and Hardscape			
L1	CANOPY TREE	5	EA
L2	ORNAMENTAL TREE	4	EA
L3	RIPARIAN PLANTING	142	EA
L4	ORNAMENTAL GRASS PLANTING	369	EA
L9	FINE GRADING SOD AND PREP	650	SY
L10	P-1 CONCRETE TRAIL	2,540	SY
L11	AG-1 SECONDARY TRAIL	112	SY
L12	W-1 STONE BLOCK	40	EA
L13	AG-2 RIP RAP	16	TON
L14	S-1 PARKING LOT LIGHT POLES	3	EA
L15	TREE DIAPERS	9	AL
L17	A-2 BOLLARDS (PIPE BOLLARDS)	4	EA

TOTAL ALTERNATIVE BID

<i>A8 Development, LLC</i>	
Unit Price	Total Amount
\$ 18,000.00	\$ 18,000.00
\$ 27,000.00	\$ 27,000.00
\$ 38.00	\$ 3,192.00
\$ 105.00	\$ 175,350.00
\$ 16.50	\$ 30,310.50
\$ 200.00	\$ 5,000.00
\$ 18.00	\$ 1,512.00
\$ 4,200.00	\$ 4,200.00
\$ 9.50	\$ 2,470.00
\$ 8.75	\$ 3,237.50
\$ 3,400.00	\$ 13,600.00
\$ 2,400.00	\$ 2,400.00
\$ 1,850.00	\$ 9,250.00
\$ 1,250.00	\$ 5,000.00
\$ 42.00	\$ 5,964.00
\$ 18.00	\$ 6,642.00
\$ -	\$ -
\$ 58.00	\$ 147,320.00
\$ 42.00	\$ 4,704.00
\$ 750.00	\$ 30,000.00
\$ 72.00	\$ 1,152.00
\$ 6,800.00	\$ 20,400.00
\$ 120.00	\$ 1,080.00
\$ 1,450.00	\$ 5,800.00
\$ 523,584.00	

<i>Beavers Contracting, LLC</i>	
Unit Price	Total Amount
\$ 12,000.00	\$ 12,000.00
\$ 27,000.00	\$ 27,000.00
\$ 20.96	\$ 1,760.64
\$ 82.28	\$ 137,407.60
\$ 5.00	\$ 9,185.00
\$ 360.00	\$ 9,000.00
\$ 26.20	\$ 2,200.80
\$ 2,226.00	\$ 2,226.00
\$ 1.80	\$ 468.00
\$ 1.80	\$ 666.00
\$ 1,500.00	\$ 6,000.00
\$ 2,500.00	\$ 2,500.00
\$ 3,450.00	\$ 17,250.00
\$ 2,300.00	\$ 9,200.00
\$ 48.59	\$ 6,899.78
\$ 34.29	\$ 12,653.01
\$ 3.00	\$ 1,950.00
\$ 81.68	\$ 207,467.20
\$ 75.00	\$ 8,400.00
\$ 250.00	\$ 10,000.00
\$ 75.00	\$ 1,200.00
\$ 10,000.00	\$ 30,000.00
\$ 250.00	\$ 2,250.00
\$ 1,868.75	\$ 7,475.00
\$ 525,159.03	

<i>KDA Industries, Inc.</i>	
Unit Price	Total Amount
\$ 3,000.00	\$ 3,000.00
\$ 27,000.00	\$ 27,000.00
\$ 15.00	\$ 1,260.00
\$ 72.00	\$ 120,240.00
\$ 8.00	\$ 14,696.00
\$ 400.00	\$ 10,000.00
\$ 15.00	\$ 1,260.00
\$ 1,000.00	\$ 1,000.00
\$ 3.00	\$ 780.00
\$ 3.00	\$ 1,110.00
\$ 2,000.00	\$ 8,000.00
\$ 1,000.00	\$ 1,000.00
\$ 1,500.00	\$ 7,500.00
\$ 1,000.00	\$ 4,000.00
\$ 60.00	\$ 8,520.00
\$ 20.00	\$ 7,380.00
\$ 9.00	\$ 5,850.00
\$ 81.00	\$ 205,740.00
\$ 60.00	\$ 6,720.00
\$ 600.00	\$ 24,000.00
\$ 100.00	\$ 1,600.00
\$ 4,000.00	\$ 12,000.00
\$ 400.00	\$ 3,600.00
\$ 2,500.00	\$ 10,000.00
\$ 486,256.00	





City Council Regular Meeting

Agenda Item No. G.2.

Meeting Date: 2/16/2026

Prepared By: Theresa Hutchinson, Park & Recreation Manager, Justin Eastwood, Director of Parks and Recreation

Approved By: Zachary Flores, City Manager

Caption:

RESOLUTION NO. 7623

Authorizing The Purchase And Installation Of Restroom Facility At Pecan Grove East Park From Romtec Through The Purchasing Cooperative Buy Board.

Issue:

Authorizing the Purchase and Installation of a Restroom Facility at Pecan Grove East Park.

Background:

The July 15th City Council meeting, a significant advancement in enhancing Pecan Grove East Park was approved with the construction and installation of an all-inclusive playground. This initiative aims to transform the park into a more accessible and engaging environment for families. Given the anticipated increase in park attendance and the diverse needs of its visitors, there is a pressing need to provide permanently accessible restroom facilities to complement the new playground. To address this need, Romtec has submitted a comprehensive proposal for the installation of ADA-compliant restrooms. The proposed facilities will feature four family-sized rooms to facilitate easy access for caregivers, complete with appropriate changing stations. These restrooms will adhere to all Americans with Disabilities Act (ADA) accessibility requirements, ensuring that they meet the highest standards for inclusivity. The project not only supports the immediate needs of park-goers but also aligns with future upgrades to the inclusive playground, reflecting the goals set forth in the Parks and Recreation Open Space Master Plan.

Pecan Grove East Park, strategically located near major thoroughfares such as US Highway 82 and FM 1417, is a key regional asset within our community. Its high utilization underscores the importance of the new inclusive playground and the corresponding restroom facilities. The procurement process for the playground equipment adhered to Texas Local Government Code Chapter 271 through the Buy Board purchasing cooperative, which guarantees transparency and adherence to competitive bidding standards.

The funding for the restroom project has been allocated as part of the FY 2023-24 Capital Improvement Program, with a total of \$563,928.00 designated for this initiative. This investment not only reflects the City's commitment to improving recreational facilities but also ensures that Pecan Grove East Park continues to serve as a welcoming and functional space for a diverse range of residents and visitors.

Pecan Grove East Park currently has no permanent restroom facilities. With the addition of the all-inclusive playground, park attendance has increased and requires the addition of restroom facilities for families.

Capital Improvement Program:

Origination:

Parks and Recreation

Financial Consideration:

The total cost of the construction and installation of the restroom is \$563,928.00 and has been funded by Certificates of Obligation.

Staff Recommendation:

The staff recommends approving the purchase and installation of the accessible restroom from Romtec.

Alternatives:

As may be directed by City Council.

Attachments:

1. Resolution No. 7623 - Restrooms at Pecan Grove East-1
2. Romtec Signed Construction Agreement for Pecan Grove East
3. Pecan Grove East Park - SoV 1-12-26
4. Completed City of Sherman Verifications
5. Completed Exhibit C - Affidavit of Ownership or Control
6. Completed Exhibit D Conflict of Interest
7. Completed Form 1295
8. Map
9. Pecan Grove East Park Site Plan
10. PGE Restroom Floor Plan
11. PGE Restroom Photo
12. Presentation - Pecan Grove East Restroom Addition

RESOLUTION NO. 7623

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE AND INSTALLATION OF RESTROOM FACILITY AT PECAN GROVE EAST PARK FROM ROMTEC THROUGH THE PURCHASING COOPERATIVE BUY BOARD; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to execute a contract with Romtec, through the Buyboard purchasing cooperative for the purchase and installation of an all-inclusive playground for a total purchase price of Five Hundred sixty-three, Nine Hundred twenty-eight dollars (563,928.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman’s fiscal year 2025-2026 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 16th day of February 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 ATTORNEY**

**CONSTRUCTION AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS
AND ROMTEC, INC.**

The City of SHERMAN, Texas, a home-rule municipality ("SHERMAN"), and ROMTEC Inc, ("Contractor"), enter into this Construction Agreement ("Agreement") for the purchase and installation of a restroom at the Pecan Grove East Park. SHERMAN and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, SHERMAN desires to engage Contractor to provide services in connection with the purchase and installation of a restroom at Pecan Grove East Park under the terms and conditions of this Agreement ("Project");

WHEREAS, Sherman issued a Request for Quote (RFQ) through the BuyBoard Cooperative Purchasing Program; and

WHEREAS, Contractor timely submitted a response to the RFQ, attached hereto as Exhibit A and incorporated herein for all purposes ("Quote"), seeking to provide such services for City; and

WHEREAS, based on Contractor's representations in response to the RFQ, including those representations set forth in the Quote, City has selected Contractor to provide the services sought in the RFQ under the terms and conditions of this Agreement ("Project").

WHEREAS, Contractor has agreed to provide the services for the Project.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services.

Contractor shall provide the services and deliverables that are set forth and described in the Agreement Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services"). The parties understand and agree that deviations or modifications to the scope of Services described in the Agreement Documents, in the form of one or more written change orders, may be authorized from time to time by SHERMAN ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the SHERMAN City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the SHERMAN City Council's authorization for the SHERMAN City Manager to execute said Change Order. Contractor agrees that SHERMAN's project managers, superintendents and/or inspectors are not authorized to issue verbal or written Change Orders.

2. Term.

Construction Agreement – Purchase and Installation of Restroom at Pecan Grove East Park

Contractor shall mobilize on-site and commence performance of the Project (the "Mobilization Date") within Two Hundred Seventy (270) calendar days of the Effective Date of this Agreement (hereinafter defined) and shall complete the Services within Ninety (90) calendar days of the Mobilization Date. All obligations relating to time set forth herein are material and are of the essence of this Agreement. This Agreement shall remain in full force and effect until completion of the Project to SHERMAN's satisfaction. The obligations listed hereunder shall be fulfilled upon the completion of the Project to SHERMAN's satisfaction.

3. Compensation.

In exchange for the Services as described in the Agreement Documents, SHERMAN agrees to pay the Contractor in an amount not to exceed Five Hundred Sixty-Three Thousand Nine Hundred Twenty-Eight dollars (\$563,928.00) for the completion of the Project contemplated by and in accordance with the Agreement Documents as follows:

On a monthly basis, Contractor shall submit a written invoice to SHERMAN for all Services completed in the immediately preceding month. The applicable portion of Contractor's Fee as reflected in each such invoice shall be due and payable by SHERMAN within thirty (30) days after SHERMAN finally accepts the Services described in each such invoice in accordance with the Agreement Documents and SHERMAN's ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising, except that SHERMAN is entitled to retain an amount equal to five percent (5%) of the Contractor's Fee, which shall be due and payable within thirty (30) days after Contractor completes the Project and SHERMAN finally accepts the same. Notwithstanding anything to the contrary herein, SHERMAN shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

Contractor and SHERMAN acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of SHERMAN, which fiscal year ends on September 30th of each year, shall be subject to SHERMAN City Council approval. In the event that the SHERMAN City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that SHERMAN shall be obligated to pay monies owed Contractor for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.

The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

- a. This Agreement;
- c. The Quote, attached hereto as Exhibit A;

- d. SHERMAN's Insurance Requirements, attached hereto as Exhibit B;
- d. City of SHERMAN's Standard Construction Details (which is on file in with the City Engineering Department);
- e. The Standard Specifications for Public Works Construction (North Central Texas Third Edition 1998) as amended and supplemented by the City of SHERMAN's Special Provisions to said Standard Specification, as amended (which is on file in the City Engineering Department);
- f. Affidavit of No Prohibited Interested, attached hereto as Exhibit C;
- g. Conflict of Interest Questionnaire, attached hereto as Exhibit D;

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, or Exhibit D are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit B, Exhibit C, Exhibit D, and Exhibit A shall prevail in that order.

5. Liquidated Damages.

Contractor acknowledges and agrees that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, SHERMAN will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the parties agree that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, then Contractor shall pay SHERMAN the sum of five hundred and 00/100 dollars (\$500.00) for each calendar day in which the Services are not completed, not as a penalty but as liquidated damages for the damages that would be suffered by SHERMAN as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Services as required herein.

6. Payment Bonds.

Prior to commencing work under this Agreement, Contractor shall furnish to SHERMAN a payment bond, which shall be in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure SHERMAN is indemnified against any claims for nonpayment of any part of the construction or work performed in connection with the Project.

The bonds required by SHERMAN pursuant to this Section 5 must be: (i) good and sufficient bonds; (ii) in the amounts prescribed herein; and (iii) with a reputable and solvent corporate surety in favor of SHERMAN.

7. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

8. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in SHERMAN's Insurance Requirements, attached hereto as Exhibit B and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to SHERMAN. Contractor also shall comply with all other requirements set forth in Exhibit B.

9. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the SHERMAN City Charter. Contractor shall execute and deliver to SHERMAN the Affidavit of No Prohibited Interest, attached hereto as Exhibit C and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to SHERMAN the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

10. Indemnity.

CONTRACTOR 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 DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS

“CONTRACTOR” FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF SHERMAN (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 SHERMAN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR’S OR EMPLOYEE’S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS’ COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, SHERMAN SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY SHERMAN, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY SHERMAN IN WRITING. SHERMAN RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, SHERMAN IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY SHERMAN IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR’S OBLIGATION TO DEFEND SHERMAN OR AS A WAIVER OF CONTRACTOR’S OBLIGATION TO INDEMNIFY SHERMAN PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN SHERMAN-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF SHERMAN’S WRITTEN NOTICE THAT SHERMAN IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, SHERMAN SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY SHERMAN.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

11. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to

Contractor's equipment and other property. SHERMAN assumes no such responsibility or liability. SHERMAN shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

12. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify SHERMAN in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

13. Termination.

SHERMAN is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

SHERMAN is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then SHERMAN shall have the right to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by SHERMAN shall not be deemed a waiver of any other right or remedy of SHERMAN.

If after exercising any remedy provided herein, the cost to SHERMAN of the performance of the balance of the work on the Project is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse SHERMAN for such excess, without waiver of any other right or remedy of SHERMAN.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

14. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.
15. Assignment.
Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of SHERMAN. Contractor 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 Contractor of its full obligations to SHERMAN as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third party billing.
16. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, SHERMAN 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.
17. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.
18. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
19. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between SHERMAN and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
20. 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 Collin County, Texas, and the exclusive venue for any action

arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

21. Binding Effect.

This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

22. No Waiver.

Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

23. 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.

24. Indemnity.

The parties agree that the indemnity provision set forth in Section 10 herein is conspicuous and the parties have read and understood the same.

25. Notice.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: Romtec Inc.
Attn: Dayna Lewis
18240 North Bank Rd.
Roseburg, OR 97470
Telephone:(541) 496-3541
Email:compliance@romtec.com

If to SHERMAN, to: City of SHERMAN
Attn: Dr. Zachary Flores, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355

Email: zacharyf@cityofsherman.com

With a copy to:

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

26. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.
27. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of SHERMAN; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between SHERMAN and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between SHERMAN and Contractor.
28. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of SHERMAN and the authorized representative of Contractor.
29. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.
30. Reference to SHERMAN.
When referring to "SHERMAN" herein, this Agreement shall refer to and be binding upon SHERMAN, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom SHERMAN is legally responsible.
31. Certifications Required by Texas Law.
In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor 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), Contractor hereby certifies that Contractor 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), Contractor hereby certifies that Contractor 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 in this Section have the meanings ascribed to them in the referenced statutes if defined therein.

32. Debarment/Suspension.

SHERMAN 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. SHERMAN, Contractor and Contractor's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Contractor shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

33. Restrictions on Lobbying.

SHERMAN and Contractor are prohibited from using funds awarded under the Agreement for lobbying purposes. Contractor shall include a statement of compliance with this provision in applicable procurement solicitations and third-party agreements for work on the Project.

34. Miscellaneous Drafting Provisions.

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

35. 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.

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

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager

Date: _____

ATTEST:

APPROVED AS TO FORM:

Teri Fine, City Clerk

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

Romtec, Inc. an Oregon Corporation

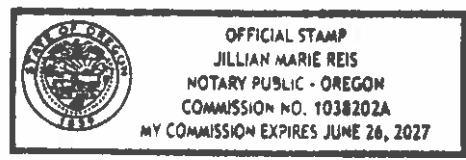
By: [Signature]
Printed Name: Dayna M Lewis
Title: Chief Financial Officer
Date: Jan 14, 2026

STATE OF OREGON §
 §
COUNTY OF Douglas §

BEFORE ME, the undersigned authority, on this day personally appeared Dayna Lewis, known to me to be one of the persons whose names are subscribed to the foregoing instrument; that she acknowledged to me she is the CEO and duly authorized representative for Hunter Romtec, Knepshield of Texas, Inc. and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of January, 2026.

[Signature]
Notary Public in and for the State of OR
My Commission Expires: June 26, 2027



Romtec - Pecan Grove East Prk - Schedule of Values - Monthly Billing

City of Sherman
1002 N. Music St.
Sherman, TX 75090

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E WORK COMPLETED		G TOTAL COMPLETED		H RETENTION 0.05	I BALANCE TO FINISH
			FROM PREVIOUS	THIS PERIOD		% (G/C)		
Supply								
001	Delivery of Design Submittal (SSDS)	\$ 23,000.00			\$ -	0%	\$ -	\$ 23,000.00
002	Delivery of Sealed Plan Set (or Production and Delivery of Building Authorized)	\$ 23,000.00			\$ -	0%	\$ -	\$ 23,000.00
003	Manufacturing at Romtec facilities (monthly progress)	\$ 95,000.00			\$ -	0%	\$ -	\$ 95,000.00
004	Delivered	\$ 17,332.00			\$ -	0%	\$ -	\$ 17,332.00
005	Freight	\$ 10,080.00			\$ -	0%	\$ -	\$ 10,080.00
006	Sales Tax **ESTIMATE**							
Installation								
007	Mobilization	\$ 20,000.00			\$ -	0%	\$ -	\$ 20,000.00
007	Site Work & Rough-in Plumbing & Electrical	\$ 60,000.00			\$ -	0%	\$ -	\$ 60,000.00
008	Foundation & Slab	\$ 95,000.00			\$ -	0%	\$ -	\$ 95,000.00
009	Erection of Walls & Siding Package	\$ 85,000.00			\$ -	0%	\$ -	\$ 85,000.00
010	Roof System	\$ 50,000.00			\$ -	0%	\$ -	\$ 50,000.00
011	Top Out Plumbing & Electrical	\$ 50,000.00			\$ -	0%	\$ -	\$ 50,000.00
012	Installation of Finishes & Accessories	\$ 35,516.00			\$ -	0%	\$ -	\$ 35,516.00
GRAND TOTALS		\$ 563,928.00	\$ -	\$ -	\$ -	0%	\$ -	\$ 563,928.00

Notes:

- Romtec will invoice monthly for work completed related to all payment milestones above.
- All payments are due NET 30 of invoice date.
- Romtec reserves the right to require receipt of payment for the current milestone before proceeding with the next milestone.
- Romtec does not accept partial payments nor any offsets/retainage.
- Payment obligations are not contingent upon customer receipt of payment from any external entity nor per the terms of any external agreement.
- Any failure to meet payment obligations may void these terms and grants Romtec the right to require new terms, including the right to require prepayment of all remaining milestones.
- At the time the customer formally authorizes Romtec to proceed with production and delivery, Romtec will confirm the delivery date with the customer. Note that Romtec does NOT have capacity for long term storage of completed goods, and the customer must accept delivery no later than the agreed date. If necessary, the customer must arrange for storage of delivered goods at a different location. Regardless of any customer caused delay of delivery, Romtec will invoice for completed goods that are ready to ship.

Please sign to acknowledge acceptance of this schedule of values: _____

Signature

Date



City of Sherman Verifications and Certifications Required by Law

HOUSE BILL 89 – SECTION 2271 VERIFICATION Pursuant to Section 2271.001, Texas Government Code, as amended:

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 any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Dayra Lewis the undersigned representative of Romtec, Inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2271, as amended:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract with the City of Sherman.

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain,

and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, Dayna Lewis, the undersigned representative of Romtec, Inc. being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the above-named company enter a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sherman.

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. “Boycott Energy Companies” means, without an ordinary business purpose, 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 with a company because the company:

a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

b. does business with a company described by Paragraph (a) above; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Dayna Lewis, the undersigned representative of Romtec, Inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended: Does not boycott energy companies currently; and Will not boycott energy companies during the term of the contract with the City of Sherman.

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. “Discriminate against a firearm entity or firearm trade association”
 - a. means, with respect to the entity or association, to:
 - i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - b. does not include:
 - i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
 - ii. a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association; and
2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Danya Lewis, the undersigned representative of Bombac Inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations currently; and Will not discriminate against a firearm entity or firearm trade association during the term of the contract with the City of Sherman.

SENATE BILL 2116 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.0101, Texas Government Code, as amended:

1. “Critical Infrastructure” means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.

2. “Cybersecurity” means the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

3. “Designated Country” means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

I, Dayna Lewis, the undersigned representative of Bomtec Inc being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company’s or its parent company’s securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country “Cybersecurity” means the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Signature Page to Follow

[Signature]

Signature of Company Representative

1/12/2026

Date

Chief Finance Officer

Position/Title

THE STATE OF Oregon

COUNTY OF Douglas

BEFORE ME, the undersigned notary public on this day personally appeared

12th 12 day of Jan,

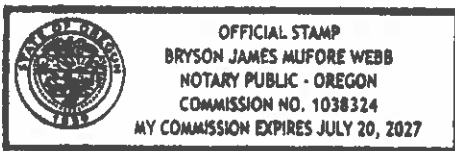
on

behalf

of

Homtek, 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 12 day of Jan 2026.



[Signature]

NOTARY PUBLIC IN AND

FOR THE STATE OF OR



CERTIFICATE OF INTERESTED PARTIES – FORM 1295 In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered on or after January 1, 2016. Form 1295 must be completed online. The form is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295/>. Print your completed Form 1295, have it signed. Submit your completed Form 1295 to your City of Sherman department contact.

****DO NOT COMPLETE THIS FORM ON THE ETHICS WEBSITE UNTIL INSTRUCTED TO DO SO****

Exhibit C
**AFFIDAVIT OF
OWNERSHIP OR CONTROL**

Orig. Dept.: _____

File/I.D. No.: _____

INSTRUCTION: Entities using an assumed name should disclose such fact to avoid rejection of the affidavit. The following format is recommended: Corporate/Legal Name d.b.a. Assumed Name.

Document 00455

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared

Dayna Lewis _____ (Full Name, hereafter "Affiant"),

Oregon - CFO _____ (state title/capacity with Contracting Entity) of

Robtec, Inc. _____ (Contracting Entity's Corporate/Legal Name)

("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

Pecan Grove East Park _____
(describe project or matter) which is expected to be in an amount that exceeds \$50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

FOR PROFIT ENTITY:

- SOLE PROPRIETORSHIP
- CORPORATION
- PARTNERSHIP
- LIMITED PARTNERSHIP
- JOINT VENTURE
- LIMITED LIABILITY COMPANY
- OTHER (Specify type in space below)

NON-PROFIT ENTITY:

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

AFFIDAVIT OF OWNERSHIP OR CONTROL

Orig. Dept.: _____

File/I.D. No.: _____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. (NOTE: In all cases, use full names, local business and residence addresses and telephone numbers. Do not use post office boxes for any address. Inclusion of e-mail addresses is optional, but recommended. Attach additional sheets as needed.)

Contracting Entity

Name: Romtec Inc.
Business Address (No./Street) 18240 Northbank Rd.
(City/State/Zip Code) Roseburg, OR 97470
Telephone Number (541) 496-3541
Email Address (optional) _____
Residence Address (No./Street) _____
(City/State/Zip Code) _____
Telephone Number () _____
Email Address (optional) _____

5% Owner(s) or More (IF NONE, STATE "NONE.")

Name: see additional page (4)
Business Address (No./Street) _____
(City/State/Zip Code) _____
Telephone Number () _____
Email Address (optional) _____
Residence Address (No./Street) _____
(City/State/Zip Code) _____
Telephone Number () _____
Email Address (optional) _____

6. Optional Information

Contracting Entity and/or _____ (Name of Owner or Non-Profit Officer) is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ (Contracting Entity, Owner or Non-Profit Officer) as follows:

Orig. Dept.: _____

File/I.D. No.: _____

5% Owner(s) or More

Name: Timothy D. Bogan
Business Address: 18240 North Bank Rd.
City/State/Zip: Roseburg, OR 97470
Telephone Number: 541-496-3541
Residence Address: 805 Serene Ln
City/State/Zip: Roseburg, OR 97471

Name: Kelly Marie Hink
Business Address: 18240 North Bank Rd.
City/State/Zip: Roseburg, OR 97470
Telephone Number: 541-496-3541
Residence Address: 430 Serengeti Drive
City/State/Zip: Winston, OR 97496

Name: Therese A. Paroz
Business Address: 18240 North Bank Rd.
City/State/Zip: Roseburg, OR 97470
Telephone Number: 541-496-3541
Residence Address: 3203 Happy Valley Rd
City/State/Zip: Roseburg, OR 97471

Name: Benjamin Cooper
Business Address: 18240 North Bank Rd.
City/State/Zip: Roseburg, OR 97470
Telephone Number: 541-496-3541
Residence Address: 365 White Fir Way
City/State/Zip: Roseburg, OR 97471

**AFFIDAVIT OF
OWNERSHIP OR CONTROL**

Name of Debtor: _____
Tax Account Nos. _____
Case or File Nos. _____
Attorney/Agent Name _____
Attorney/Agent Phone No. (_____) _____
Tax Years _____
Status of Appeal (Describe) _____

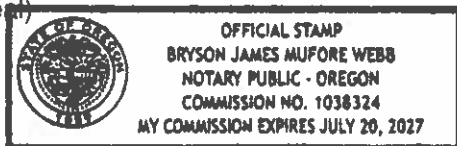
Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.



Affiant

SWORN TO AND SUBSCRIBED before me this 12th day of January, 2026.

(Seal)





Notary Public

NOTE:

This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

END OF DOCUMENT

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Ramtec, 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.

None

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

11/2/2026
Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Romtec, Inc.
Roseburg, OR United States

Certificate Number:
2026-1408239

Date Filed:
01/14/2026

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Sherman

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Pecan Grove Restroom
Design, Supply, and Installation of Romtec Restroom Building with options

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Dayron Lewis, and my date of birth is 05/29/87.

My address is 18240 Northbank Rd. Roseburg OR 97470 USA.
(city) (state) (zip code) (country)

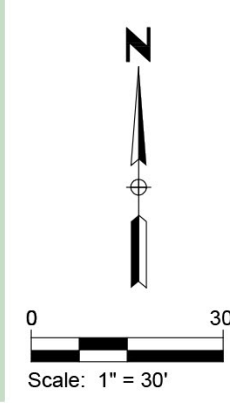
I declare under penalty of perjury that the foregoing is true and correct.

Executed in Douglas County, State of Oregon, on the 14th day of Jan, 2026.
(month) (year)

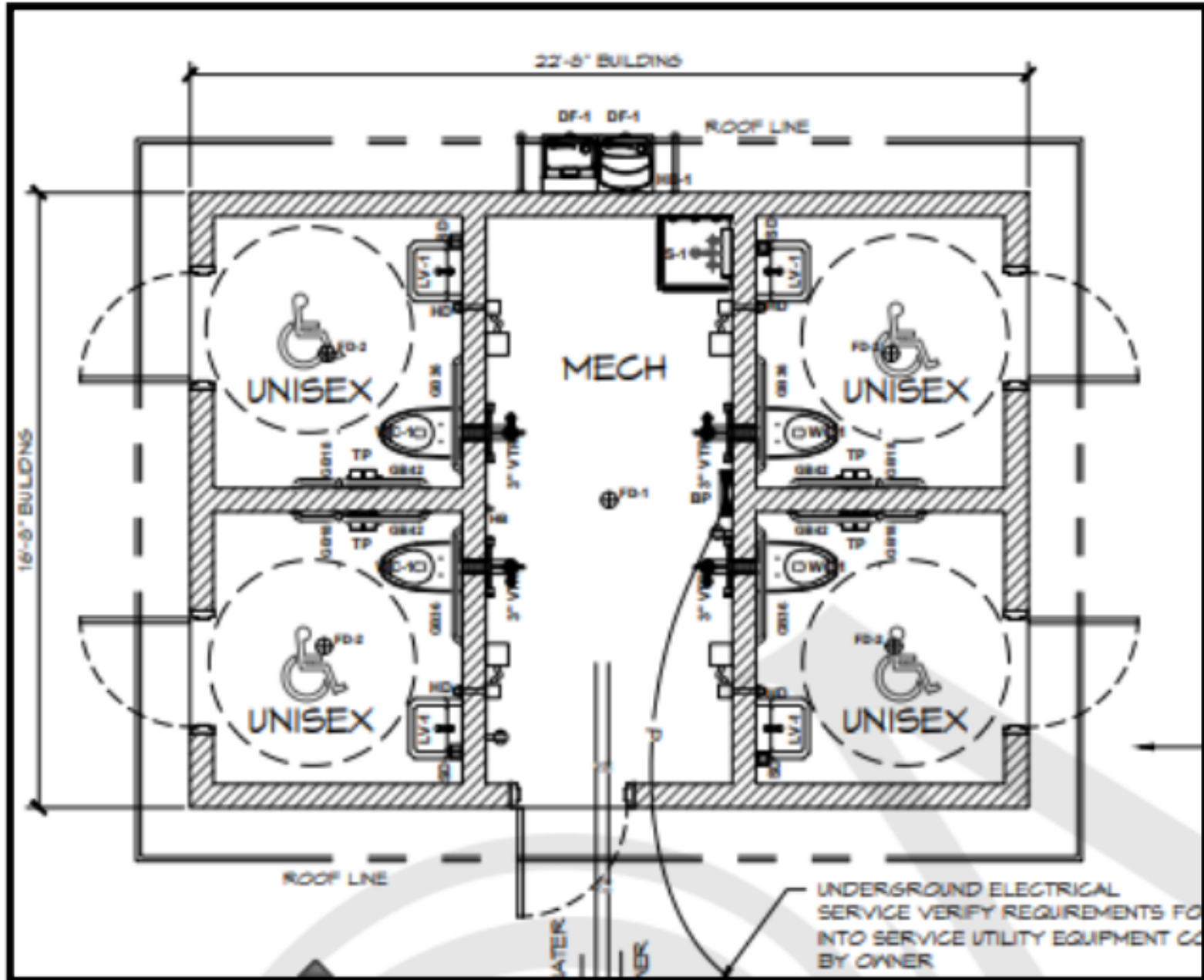
Dayron Lewis
Signature of authorized agent of contracting business entity
(Declarant)

Pecan Grove East Park





Floor Plan



Restroom Facility



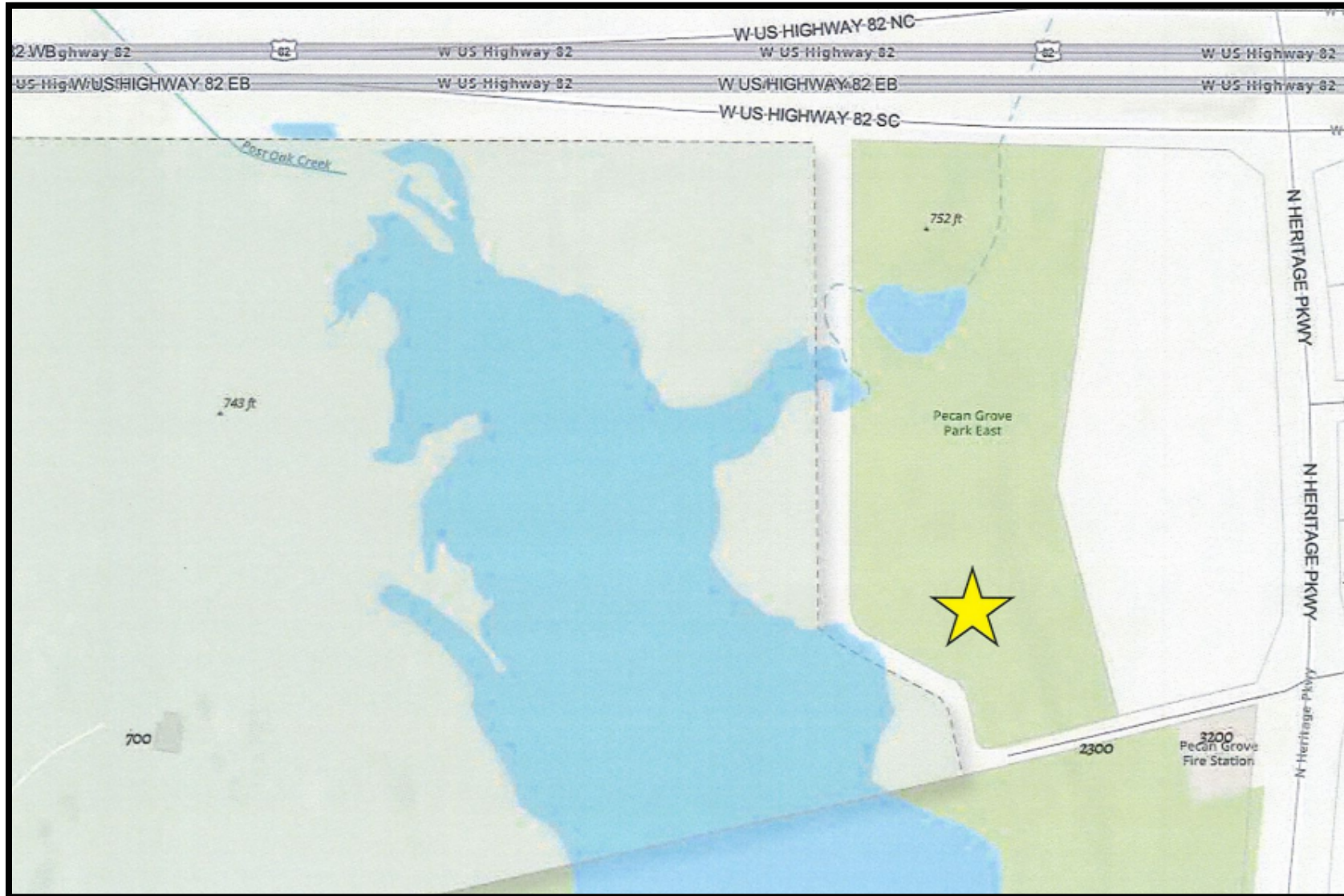
Pecan Grove East Phase II

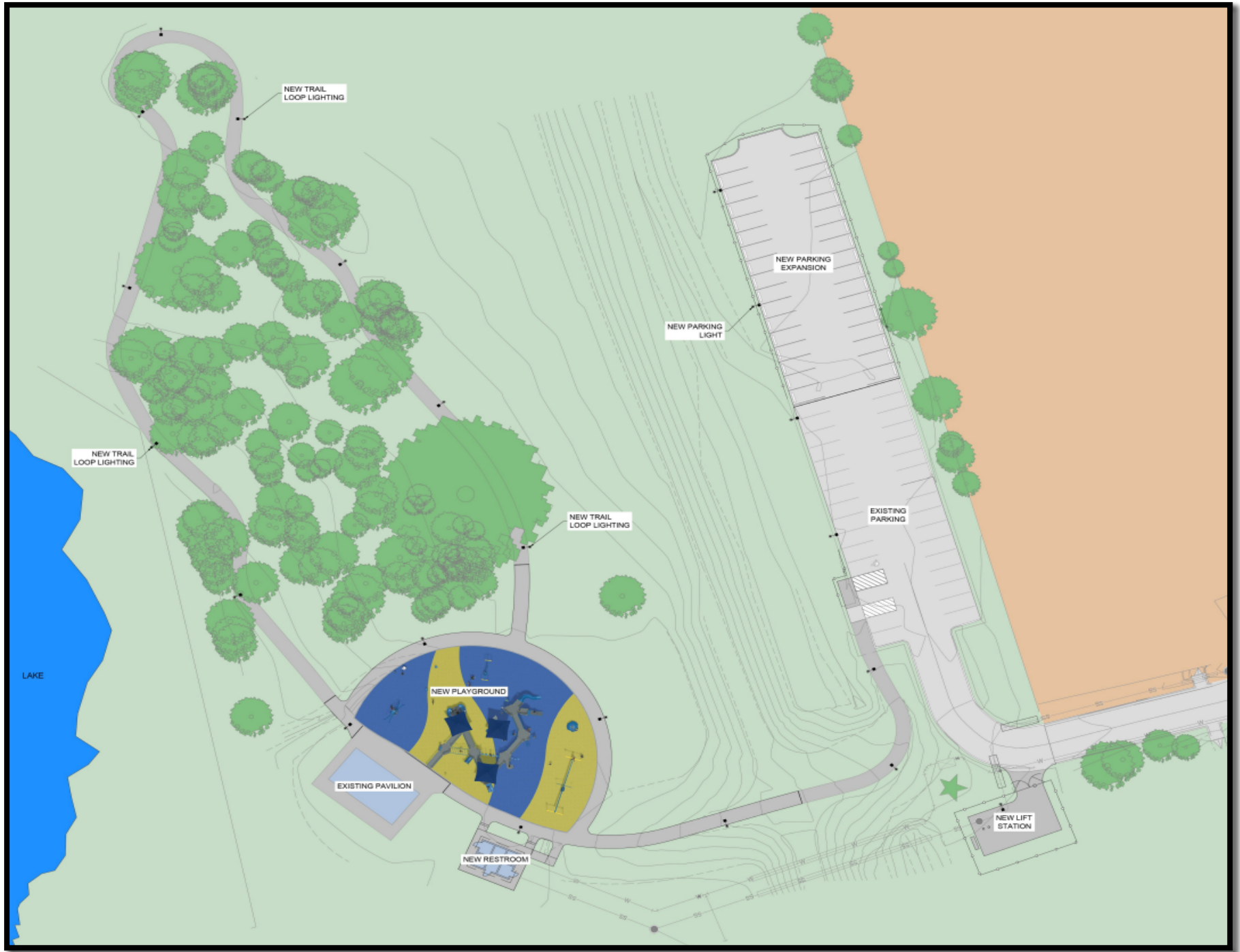
ADA Accessible Restroom Addition

Importance

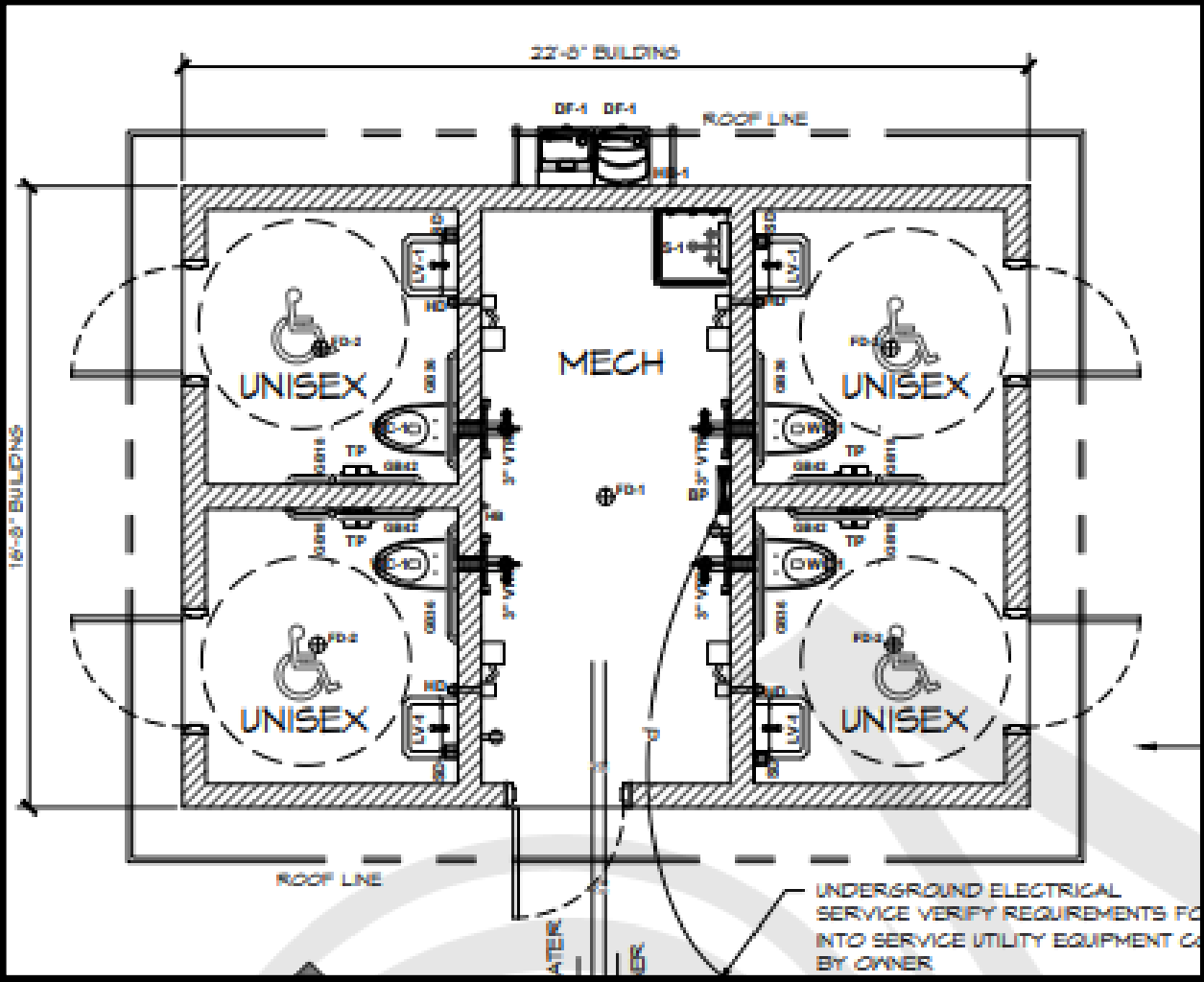
- ADA accessible restroom equipped with appropriate changing stations
- Complies with Americans with Disabilities Act (ADA) accessibility requirements
- Four family-size rooms for easy caregiver access
- Supports future inclusive playground upgrades
- Aligns with P&R Open Space Master Plan goals
- Located in a high-utilization park to benefit diverse residents and visitors
- Equipment purchased through Texas Buy Board for transparency
- Project funded with \$551K from FY 2023-24 Capital Improvement Program

Location & Site Plan





ADA Accessible Footprint



Restroom Facility





City Council Regular Meeting

Agenda Item No. G.3.

Meeting Date: 2/16/2026

Prepared By: Nic Emmons, Assistant Police Chief

Approved By: Zachary Flores, City Manager

Caption:

*** RESOLUTION NO. 7624**

Authorizing Submission of a Grant Application and the Acceptance of the Criminal Justice Grant Program, FY2027 through the Office of the Governor - Criminal Justice Division to Fund the Purchase of a Crash Data Retrieval Cable System for the Sherman Police Department

Issue:

Submission of an application and acceptance of Criminal Justice Assistance Grant to the Governor's Office

Background:

If awarded, grant will provide financial support to the Sherman Police Department for the purchase of a Crash Data Retrieval (CDR) cable system to assist in the documentation of major vehicle accidents, fatalities, and other motor vehicle crimes.

Capital Improvement Program:

Origination:

Sherman Police Department

Financial Consideration:

Funding will be used by the Sherman Police Department to purchase a Crash Data Retrieval (CDR) cable system costing approximately \$20,960. There is no matching required.

Staff Recommendation:

It is staff recommendation that the Sherman City Council approve the resolution to apply to the Criminal Justice Assistance Grant Program

Alternatives:

The Sherman City Council may not approve the submission of the grant application.

Attachments:

1. Resolution No. 7624
2. Estimate_Q16292_from_Crash_Data_Group_Inc

RESOLUTION NO. 7624

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF A GRANT APPLICATION AND THE ACCEPTANCE OF THE CRIMINAL JUSTICE GRANT PROGRAM, FY2027 THROUGH THE OFFICE OF THE GOVERNOR – CRIMINAL JUSTICE DIVISION TO FUND THE PURCHASE OF A CRASH DATA RETRIEVAL CABLE SYSTEM FOR THE SHERMAN POLICE DEPARTMENT. FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized, subject to all contract documents being properly completed and approved as to form and content by City Attorney, to submit a grant application for the Criminal Justice Grant Program, FY2027 through the office of the Governor, Public Safety Office, Criminal Justice Division to fund a Crash Data Retrieval Cable System, with an estimated cost of \$20,960, for the Sherman Police Department.

SECTION 2. That the City Manager is hereby authorized to apply for, accept, reject, alter, or terminate a grant; the Chief Financial Officer is hereby authorized to submit financial and/or performance reports or alter a grant.

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

SECTION 4. That it is hereby approved that in the event of loss or misuse of the Office of the Governor – Criminal Justice Division funds, the City of Sherman assures that the funds will be returned to the Office of the Governor - Criminal Justice Division in full.

SECTION 5. That the City Council understands there is no matching requirement for said project by the Office of the Governor – Criminal Justice Division and the Texoma Council of Governments Criminal Justice Grant application; and

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 16th day of February 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. PITMANN, CITY ATTORNEY**

Crash Data Group, Inc
 6024 E Via Estrella Ave
 Paradise Valley, AZ
 85253-1229 USA
 8002807940
 crash@crashdatagroup.com
 www.crashdatagroup.com

Quote



ADDRESS
Sherman Police - TX 317 S Travis St Sherman, TX 75090 US

SHIP TO
Sherman Police - TX 317 S Travis St Sherman, TX 75090 US

QUOTE #	DATE	EXPIRATION DATE
Q16292	01/22/2026	02/23/2026

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
HKDLC-SW	Hyundai and Kia EDR 2.0 Tool Kit with software license.	1	13,300.00	13,300.00
HDLC-BASE	GIT Hyundai EDR 2.0 Hardware base Kit	1	5,700.00	
KDLC-BASE	GIT Kia EDR 2.0 Hardware Kit	1	5,700.00	
GITHYDSWN-12	Hyundai EDR software license. VCI SN#: Date Range:	1	900.00	
GITKIASWN-12	Kia EDR software license. VCI SN#: Date Range:	1	900.00	
CASE-HK-DLC	Hard-shell case for the Hyundai and Kia EDR DLC kit. Includes padded mesh lid pocket and padded protection tray.	1	100.00	
GIT ACU Cable Set	Complete set of GIT Hyundai, Genesis, and Kia ACU Direct-to-Module (D2M) cables. CFCI module Adapter sold separately. (Insured)	1	7,600.00	7,600.00
SHIP	US Shipping and Handling	1	110.00	110.00
DISCOUNT	HKDLC Kit Discount	1	-50.00	-50.00

FEIN: 46-3027670

Download our W9, Sole Source, and other documents at
<https://crashdatagroup.com/pages/crash-data-group-documents-support>

Payment by Check:

1. Payable to: Crash Data Group Inc.

2. Mailed to:

Crash Data Group

6024 E VIA ESTRELLA AVE

PARADISE VALLEY AZ 85253

3. If paying by credit card a 3.0% fee will be charged

4. All payments must be made in USD

SUBTOTAL

20,960.00

TAX

0.00

TOTAL

\$20,960.00

Purchase Order Instructions:

1. We do not accept POs that are less than \$500.00

2. Reference the "Quote #" on the PO

3. All POs must be signed

4. All POs must be NET30 Terms and issued to:

Crash Data Group, 6024 E Via Estrella Ave, Paradise Valley,

AZ 85253

5. Signed POs may be emailed to
purchasing@crashdatagroup.com

Accepted By

Accepted Date

FEIN: 46-3027670

Download our W9, Sole Source, and other documents at
<https://crashdatagroup.com/pages/crash-data-group-documents-support>



City Council Regular Meeting

Agenda Item No. H.1.

Meeting Date: 2/16/2026

Prepared By: Carla Hommel, Purchasing Agent

Approved By: Zachary Flores, City Manager

Caption:

***REQUEST TO ADVERTISE**

Request to advertise for Annual Water Plant Chemicals and for Annual Services for additional Right-of-Way Mowing

Issue:

Requesting permission to advertise for Water Plant Chemicals and the annual mowing of City street right-of-ways

Background:

In order to optimize efficiency and consistency, City staff has requested to bid publicly, sixteen (16) chemicals used in the preparation of potable water and to bid various City-owned properties to be mowed on a periodic basis. The public bid for mowing will be structured to include bidding components for finish and rough mowing locations, to be overseen by the Park Maintenance department.

Capital Improvement Program:

Origination:

Water Production, Quality Services, and Park Maintenance Departments

Financial Consideration:

Funding for mowing services has been allocated in various City department budgets for the 2025-2026 fiscal year. Funding for sixteen (16) water chemicals has been allocated in the Water Production department. Costs for advertising are expected to be about \$400.00.

Staff Recommendation:

It is recommended that the City Council authorize the staff to advertise for bids

Alternatives:

As may be directed by the City Council

Attachments:

None



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting

Agenda Item No. I.1.

Meeting Date: 2/16/2026

Prepared By: Nate Strauch, Community and Support Services Manager

Approved By: Zachary Flores, City Manager

Caption:

OTHER BUSINESS

Receive Update On Projects Around The City.

Issue:

Receive update on projects around the city.

Background:

City staff provides three yearly updates on projects in the city using the City's drone, Sherman III. The next update will occur during the budget retreat in June.

Capital Improvement Program:

No

Origination:

Communications Manager Nate Strauch

Financial Consideration:

None

Staff Recommendation:

NA

Alternatives:

NA

Attachments:

None



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting

Agenda Item No. I.2.

Meeting Date: 2/16/2026

Prepared By: Nic Emmons, Assistant Police Chief

Approved By: Zachary Flores, City Manager

Caption:

*** OTHER BUSINESS**

Receive 2025 Racial Profiling Report

Issue:

To receive the 2025 Racial Profiling Report from the Sherman Police Department

Background:

Sherman Police Department contracts annually with Dr. Eric Fritsch to analyze the Department's Motor Vehicle-Related Contact Information and prepare an annual racial profiling report. Consistent with past reports, Dr. Fritsch's analysis identified that the Sherman Police Department "is fully in compliance with all relevant Texas laws concerning racial profiling, including the existence of a formal policy prohibiting racial profiling by its officers, a formalized complaint process, and the collection of data in compliance with the law."

No "Racial Profiling" complaints were filed during 2025 from a traffic stop.

The information and analysis provided in this report serves as evidence that the Sherman Police Department complies with the Texas Racial Profiling laws. The following contains the basis for Dr. Fritsch's analysis.

Table 1: Traffic Stops and Outcomes by Race/Ethnicity

Stop Table	White	Black	Hispanic /Latino	Asian /Pacific Islander	Alaska Native /American Indian	Total
Number of Stops	8,721	2,143	3,135	274	144	14,417
Gender						
Female	3,729	854	1,019	83	26	5,711
Male	4,992	1,289	2,116	191	118	8,706
Reason for Stop						
Violation of Law	143	47	56	4	1	251
Preexisting Knowledge	73	15	16	0	1	105
Moving Traffic Violation	7,123	1,695	2,554	239	117	11,728
Vehicle Traffic Violation	1,382	386	509	31	25	2,333
Result of Stop						
Verbal Warning	0	0	0	0	0	0
Written Warning	5,554	1,420	1,701	170	91	8,936
Citation	3,146	704	1,421	104	52	5,427
Written Warning and Arrest	21	13	8	0	0	42
Citation and Arrest	0	6	5	0	1	12
Arrest	0	0	0	0	0	0
Arrest Based On						
Violation of Penal Code	13	6	9	0	0	28
Violation of Traffic Law	0	0	1	0	1	2
Violation of City Ordinance	0	0	0	0	0	0
Outstanding Warrant	8	13	3	0	0	24
Physical Force Resulting in Bodily Injury Used?						
No	8,720	2,143	3,135	274	144	14,416
Yes	1	0	0	0	0	1

Capital Improvement Program:

Origination:

Sherman Police Department

Financial Consideration:

None

Staff Recommendation:

Staff recommends approval of the 2025 Racial Profiling Report.

Alternatives:

None

Attachments:

1. Memo from Chief Jeffcoat
2. Executive Summary for Racial Profiling Report
3. 2025 Racial Profiling PDF
4. Racial Profile Report 1



SHERMAN POLICE DEPARTMENT
2600 West Travis Street
Sherman, Texas 75092

OFFICE OF THE CHIEF OF POLICE
JASON JEFFCOAT
MEMORANDUM

Date: February 06, 2026
To: Dr. Zachary Flores, City Manager
From: Jason Jeffcoat, Chief of Police *JJ*
Subject: 2025 Racial Profiling Report

I am pleased to present you with a copy of our 2025 Annual Contact Report prepared by Dr. Eric Fritsch and Dr. Chad Trulson of Justice research Consultants, LLC.

In addition, please find the 2025 Racial Profiling Executive Summary prepared by Lieutenant Sam Boyle, which summarizes our compliance with the Texas Racial Profiling Law.



SHERMAN POLICE DEPARTMENT
2600 West Travis Street
Sherman, Texas 75092



Executive Summary

Sherman Police Department 2025 Racial Profiling Analysis

The Sherman Police Department conducted a comprehensive analysis of its policies, training, complaint processes, and statistical data on racial profiling for the year 2025, in compliance with Articles 2B.0053, 2B.0054, and 2B.0055 of the Texas Code of Criminal Procedure (CCP). The report confirms full compliance with all relevant Texas laws regarding racial profiling.

Key Findings:

Policy Compliance: The department's Policy 3.4 strictly prohibits racial profiling and bias-based policing, ensuring adherence to Article 2B.0053 of the Texas CCP. The policy mandates actions based on reasonable suspicion or probable cause, prohibits enforcement based solely on race/ethnicity, and emphasizes constitutional safeguards.

Training and Education: All officers have completed state-mandated racial profiling training and certification, meeting Texas Occupation Code requirements.

Complaint Process: The department has implemented a clear complaint process and provides public education about it through its website and other channels. No complaints of racial profiling were filed against Sherman Police officers in 2025.

Traffic Stop Data: In 2025, the department conducted 14,417 motor vehicle stops. Statistical analysis revealed:

- White drivers constituted 60.5% of stops, Black drivers 14.86%, Hispanic drivers 21.75%, and Asian drivers 1.9%.
- Searches occurred in 4% of stops, with contraband discovered in 51% of searches. Most contraband consisted of drugs (75% of cases).
- Arrests were rare, accounting for only 0.4% of stops, with most arrests based on penal code violations or outstanding warrants.

Methodological Limitations: The report highlights challenges in using aggregate data to assess individual officer behavior, issues with population base-rate benchmarks, and the fact that officers rarely know a motorist's race/ethnicity prior to a stop (2.4% of stops).

Oversight and Reporting: The department conducts regular supervisory reviews of motor vehicle stops and submits annual reports to the Texas Commission on Law Enforcement (TCOLE) and the City Manager. The department also maintains audio/visual recordings of stops for at least 90 days.



Conclusion:

The Sherman Police Department is fully compliant with Texas racial profiling laws, including policies, training, data collection, and reporting requirements. The department has implemented robust measures to prevent bias-based policing and ensure transparency and accountability. No evidence of racial profiling was found in 2025, and no complaints were filed against officers for such conduct.

Stop Table	White	Black	Hispanic /Latino	Asian /Pacific Islander	Alaska Native /American Indian	Total
Number of Stops	8,721	2,143	3,135	274	144	14,417
Gender						
Female	3,729	854	1,019	83	26	5,711
Male	4,992	1,289	2,116	191	118	8,706
Reason for Stop						
Violation of Law	143	47	56	4	1	251
Preexisting Knowledge	73	15	16	0	1	105
Moving Traffic Violation	7,122	1,695	2,554	239	117	11,727
Vehicle Traffic Violation	1,382	386	509	31	25	2,333
Result of Stop						
Verbal Warning	0	0	0	0	0	0
Written Warning	5,554	1,420	1,701	170	91	8,936
Citation	3,146	704	1,421	104	52	5,427
Written Warning and Arrest	21	13	8	0	0	42
Citation and Arrest	0	6	5	0	1	12
Arrest	21	19	13	0	1	54
Arrest Based On						
Violation of Penal Code	13	6	9	0	0	28
Violation of Traffic Law	0	0	1	0	1	2
Violation of City Ordinance	0	0	0	0	0	0
Outstanding Warrant	8	13	3	0	0	24
Physical Force Resulting in Bodily Injury Used?						
No	8,719	2,143	3,135	274	144	14,415
Yes	1	0	0	0	0	1

SHERMAN POLICE DEPARTMENT

2025

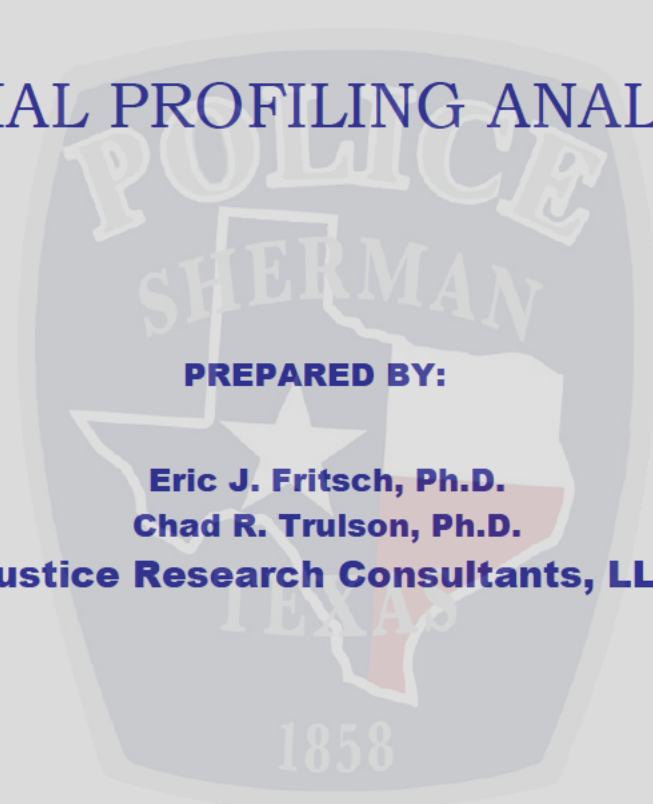
RACIAL PROFILING ANALYSIS

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Executive Summary

Article 2B.0053-2B.0055 of the Texas Code of Criminal Procedure (CCP) requires the annual reporting to the local governing body of data collected on motor vehicle stops in which a ticket, citation, or warning was issued and to arrests made as a result of those stops, in addition to data collection and reporting requirements. Article 2B.0055 of the CCP directs that “a comparative analysis of the information compiled under 2B.0054” be conducted, with specific attention to the below areas:

1. evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;
2. examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;
3. evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and
4. information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

The analysis of material and data from the Sherman Police Department revealed the following:

- **A COMPREHENSIVE REVIEW OF THE SHERMAN POLICE DEPARTMENT REGULATIONS, SPECIFICALLY POLICY 3.4 OUTLINING THE DEPARTMENT’S POLICY CONCERNING RACIAL OR BIASED BASED PROFILING, SHOWS THAT THE SHERMAN POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH ARTICLE 2B.0053 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.**
- **A REVIEW OF THE INFORMATION PRESENTED AND SUPPORTING DOCUMENTATION REVEALS THAT THE SHERMAN POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH TEXAS LAW ON TRAINING AND EDUCATION REGARDING RACIAL PROFILING.**
- **A REVIEW OF THE DOCUMENTATION PRODUCED BY THE DEPARTMENT IN BOTH PRINT AND ELECTRONIC FORM REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE RACIAL PROFILING COMPLAINT PROCESS AND PUBLIC EDUCATION ABOUT THE COMPLAINT PROCESS.**
- **ANALYSIS OF THE DATA REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE COLLECTION OF RACIAL PROFILING DATA.**
- **THE SHERMAN POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW CONCERNING THE REPORTING OF INFORMATION TO TCOLE.**
- **THE SHERMAN POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW REGARDING CCP ARTICLES 2B.0053-2B.0055.**

Introduction

This report details an analysis of the Sherman Police Department's policies, training, and statistical information on racial profiling for the year 2025. This report has been prepared to specifically comply with Article 2B.0053, 2B.0054, and 2B.0055 of the Texas Code of Criminal Procedure (CCP) regarding the compilation and analysis of traffic stop data. Specifically, the analysis will address Articles 2B.0052 – 2B.0055 of the CCP and make a determination of the level of compliance with those articles by the Sherman Police Department in 2025. The full copies of the applicable laws pertaining to this report are contained in Appendix A.

This report is divided into six sections: (1) Sherman Police Department's policy on racial profiling; (2) Sherman Police Department's training and education on racial profiling; (3) Sherman Police Department's complaint process and public education on racial profiling; (4) analysis of Sherman Police Department's traffic stop data; (5) additional traffic stop data to be reported to TCOLE; and (6) Sherman Police Department's compliance with applicable laws on racial profiling.

For the purposes of this report and analysis, the following definition of racial profiling is used: racial profiling means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity (Texas CCP Article 2B.0051(4)).

Sherman Police Department Policy on Racial Profiling

A review of Sherman Police Department Policy 3.4 revealed that the department has adopted policies to be in compliance with Article 2B.0053 of the Texas CCP (see Appendix B). There are seven specific requirements mandated by Article 2B.0053 that a law enforcement agency must address. All seven are clearly covered in Policy 3.4. Sherman Police Department regulations provide clear direction that any form of bias-based profiling is prohibited. Appendix C lists the applicable statute and corresponding Sherman Police Department regulation.

A COMPREHENSIVE REVIEW OF SHERMAN POLICE DEPARTMENT POLICY 3.4 SHOWS THAT THE SHERMAN POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH ARTICLE 2B.0053 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.

Sherman Police Department Training and Education on Racial Profiling

Texas Occupation Code § 1701.253 and § 1701.402 require that curriculum be established and training certificates issued on racial profiling for all Texas peace officers. Information provided by Sherman Police Department reveals that racial profiling training and certification is current for all officers in the department.

A REVIEW OF THE INFORMATION PRESENTED AND SUPPORTING DOCUMENTATION REVEALS THAT THE SHERMAN POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH TEXAS LAW ON TRAINING AND EDUCATION REGARDING RACIAL PROFILING.

Sherman Police Department Complaint Process and Public Education on Racial Profiling

Article 2B.0053 §(b)3-4 of the Texas Code of Criminal Procedure requires that law enforcement agencies implement a complaint process on racial profiling and that the agency provide public education on the complaint process. Sherman Police Department has information regarding public education and the complaint process on their website (<https://form.iotform.com/210824951926056>) including information about racial profiling (<https://www.shermanpolice.com/racial-profiling>).

A REVIEW OF THE DOCUMENTATION PRODUCED BY THE DEPARTMENT IN BOTH PRINT AND ELECTRONIC FORM REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE RACIAL PROFILING COMPLAINT PROCESS AND PUBLIC EDUCATION ABOUT THE COMPLAINT PROCESS.

Sherman Police Department Statistical Data on Racial Profiling

Article 2B.0053(b) 6 and Article 2B.0054 requires that law enforcement agencies collect statistical information on motor vehicle stops in which a ticket, citation, or warning was issued and to arrests made as a result of those stops, in addition to other information noted previously. Sherman Police Department submitted statistical information on all motor vehicle stops in 2025 and accompanying information on the race/ethnicity of the person stopped. Accompanying this data was the relevant information required to be collected and reported by law.

ANALYSIS OF THE DATA REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE COLLECTION OF RACIAL PROFILING DATA.

Analysis of the Data

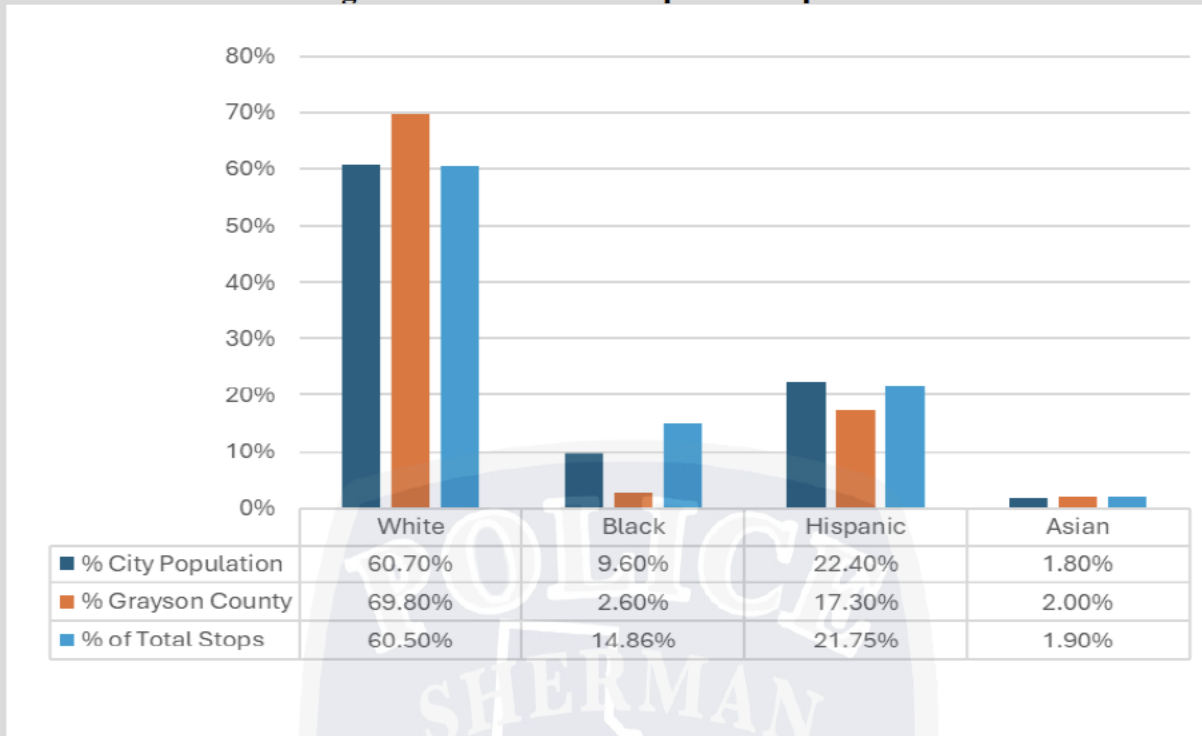
Comparative Analysis #1:

Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities. Texas Code of Criminal Procedure Article 2B.0055(c)(1)(A)

The first chart depicts the percentages of people stopped by race/ethnicity among the total 14,417 motor vehicle stops in which a ticket, citation, or warning was issued, including arrests made, in 2025.¹

¹ There were 144 motor vehicle stops of drivers considered Alaska Native/American Indian. These motor vehicle stops were not charted in the first figure of this report due to the small number of cases relative to the population in Sherman and relative to the total number of motor vehicle stops among all drivers (14,417).

Chart 1: Percentage of Motor Vehicle Stops in Comparison to Benchmarks



White drivers constituted 60.50 percent of all drivers stopped, whereas Whites constitute 60.70 percent of the city population and 69.80 percent of the county population.²

Black drivers constituted 14.86 percent of all drivers stopped, whereas Blacks constitute 9.60 percent of the city population and 2.60 percent of the county population.

Hispanic drivers constituted 21.75 percent of all drivers stopped, whereas Hispanics constitute 22.40 percent of the city population and 17.30 percent of the county population.

Asian drivers constituted 1.90 percent of all drivers stopped, whereas Asians constitute 1.80 percent of the city population and 2.00 percent of the county population.

The chart shows that White drivers are stopped at rates almost equal to the percentage of Whites found in the city population but lower than the percentage of Whites found in the county population. Black drivers are stopped at rates higher than the percentage of Blacks found in the city and county populations. Hispanic drivers are stopped at rates almost equal to the percentage of Hispanics found in the city population but higher than the percentage of Hispanics in the county population. Asian drivers are stopped at rates almost equal to the percentage of Asians found in the city and county populations.

² The city population was derived from 2023 American Community Survey 5-year estimates of the U.S. Census Bureau. The county population was derived from 2024 American Community Survey 1-year estimates.



N. WILSON



MOTOROLA

Methodological Issues

Upon examination of the data, it is important to note that differences in overall stop rates of a particular racial or ethnic group, compared to that racial or ethnic group's proportion of the population, cannot be used to make determinations that officers have or have not racially profiled any given individual motorist. Claims asserting racial profiling of an individual motorist from the aggregate data utilized in this report are erroneous.

For example, concluding that a particular driver of a specific race/ethnicity was racially profiled simply because members of that particular racial/ethnic group as a whole were stopped at a higher rate than their proportion of the population—are as erroneous as claims that a particular driver of a specific race/ethnicity could NOT have been racially profiled simply because the percentage of stops among members of a particular racial/ethnic group as a whole were stopped at a lower frequency than that group's proportion of the particular population base (e.g., city or county population). In short, aggregate data as required by law and presented in this report cannot be used to prove or disprove that a member of a particular racial/ethnic group was racially profiled. Next, we discuss the reasons why using aggregate data—as currently required by the state racial profiling law—are inappropriate to use in making claims that any individual motorist was racially profiled.

Issue #1: Using Group-Level Data to Explain Individual Officer Decisions

The law dictates that police agencies compile aggregate-level data regarding the *rates* at which agencies *collectively* stop motorists in terms of their race/ethnicity. These aggregated data are to be subsequently analyzed in order to determine whether or not *individual* officers are "racially profiling" motorists. This methodological error, commonly referred to as the "ecological fallacy," defines the dangers involved in making assertions about individual officer decisions based on the examination of aggregate stop data. **In short, one cannot prove that an individual officer has racially profiled any individual motorist based on the rate at which a department stops any given group of motorists.** In sum, aggregate level data cannot be used to assess individual officer decisions, but the state racial profiling law requires this assessment.

Issue #2: Problems Associated with Population Base-Rates

There has been considerable debate as to what the most appropriate population "base-rate" is in determining whether or not racial/ethnic disparities exist. The base-rate serves as the benchmark for comparison purposes. The outcome of analyses designed to determine whether or not disparities exist is dependent on which base-rate is used. While this report utilized the most recent ACS Census estimates as a population base-rate, this population measure can become quickly outdated, can be inaccurate, and may not keep pace with changes experienced in city and county population measures.

In addition, the validity of the benchmark base-rate becomes even more problematic if analyses fail to distinguish between residents and non-residents who are stopped. This is because the existence of significant proportions of non-resident stops will lead to invalid conclusions if racial/ethnic comparisons are made exclusively to resident population figures. **In sum, a valid measure of the driving population does not exist. As a proxy, census data is used which is problematic as an indicator of the driving population.** In addition, stopped motorists who are

not residents of the city or county where the motor vehicle stop occurred are not included in the benchmark base-rate.

Issue #3: Officers Do Not Know the Race/Ethnicity of the Motorist Prior to the Stop

As illustrated in Table 3 near the end of this report, of the 14,417 motor vehicle stops in 2025, the officer knew the race/ethnicity of the motorist prior to the stop in 2.4% of the stops (346/14,417). This percentage is consistent across law enforcement agencies throughout Texas. An analysis of all annual racial profiling reports submitted to the Texas Commission on Law Enforcement, as required by the Texas racial profiling law found that in 2.9% of the traffic stops in Texas, the officer knew the race/ethnicity of the motorist prior to the stop.³ The analysis included 1,186 Texas law enforcement agencies and more than 3.25 million traffic stops.

As noted, the legal definition of racial profiling in the Texas Code of Criminal Procedure Article 2B.0051(4) is “a law enforcement-initiated action based on an individual’s race, ethnicity, or national origin rather than on the individual’s behavior or on information identifying the individual as having engaged in criminal activity.”

Almost always, Sherman PD officers do not know the race/ethnicity of the motorist prior to the stop. This factor further invalidates any conclusions drawn from the stop data presented in Chart 1. If an officer does not know the race/ethnicity of the motorist prior to the stop, then the officer cannot, by legal definition, be racial profiling. Racial profiling is a law-enforcement action based on the race/ethnicity of an individual. If the officer does not know the person’s race/ethnicity before the action (in this case, stopping a vehicle), then racial profiling cannot occur.

Based on this factor, post-stop outcomes are more relevant for a racial profiling assessment, as presented later in this report, in comparison to initial motor vehicle stop data disaggregated by race/ethnicity. Once the officer has contacted the motorist after the stop, the officer has identified the person’s race/ethnicity and all subsequent actions are more relevant to a racial profiling assessment than the initial stop data.

In short, the methodological problems outlined above point to the limited utility of using aggregate level comparisons of the rates at which different racial/ethnic groups are stopped in order to determine whether or not racial profiling exists within a given jurisdiction.

Table 1 reports the summaries for the total number of motor vehicle stops in which a ticket, citation, or warning was issued, and to arrests made as a result of those stops, by the Sherman Police Department in 2025. Table 1 and associated analyses are utilized to satisfy the comparative analyses as required by Texas law, and in specific, Article 2B.0055 of the CCP.

³ Winkler, Jordan M. (2016). *Racial Disparity in Traffic Stops: An Analysis of Racial Profiling Data in Texas*. Master’s Thesis. University of North Texas.

Comparative Analysis #2:

Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction. Texas Code of Criminal Procedure Article 2B.0055(c)(1)(B)

As shown in Table 1, there were a total of 14,417 motor vehicle stops in 2025 in which a ticket, citation, or warning was issued. The table also shows arrests made as a result of those stops. Roughly 62 percent of stops resulted in a written warning (8,936/14,417) and roughly 38 percent resulted in a citation. Together, these accounted for roughly 98 percent of all result of stop actions and will be the focus of the below discussion.

Specific to **written warnings**, White motorists received a written warning in roughly 64 percent of stops involving White motorists (5,554/8,721), Black motorists received a written warning in roughly 66 percent of stops of Black motorists, Hispanic motorists received a written warning in roughly 54 percent of stops of Hispanic motorists, and Asian motorists received a written warning in roughly 62 percent of stops of Asian motorists.

White motorists received a **citation** in roughly 36 percent of stops involving White motorists (3,146/8,721), Black motorists received a citation in roughly 33 percent of stops of Black motorists, Hispanic motorists received a citation in roughly 45 percent of stops of Hispanic motorists, and Asian motorists received a citation in roughly 38 percent of stops of Asian motorists.

As illustrated in Table 1, **arrests** pursuant to traffic stops were rare in 2025. Of the 14,417 total stops, 54 arrests [written warning and arrest (42) and citation and arrest (12)] were made in 2025, and this accounts for 0.4 percent of all stops. Among **arrests** within each racial/ethnic group, White motorists were arrested in 0.2 percent of stops involving White motorists (21/8,721), Black motorists were arrested in 0.9 percent of stops involving Black motorists, Hispanic motorists were arrested in 0.4 percent of stops involving Hispanic motorists, and Asian motorists were not arrested pursuant to a traffic stop in 2025.

Most arrests were based on a **violation of the penal code** (51.9%; 28/54) or an **outstanding warrant** (44.4%; 24/54).

Finally, as presented in Table 1, **physical force resulting in bodily injury** occurred once in 2025 out of 14,417 total stops. In this instance, the officer was injured.

Table 1: Traffic Stops and Outcomes by Race/Ethnicity

Stop Table	White	Black	Hispanic /Latino	Asian /Pacific Islander	Alaska Native /American Indian	Total
Number of Stops	8,721	2,143	3,135	274	144	14,417
Gender						
Female	3,729	854	1,019	83	26	5,711
Male	4,992	1,289	2,116	191	118	8,706
Reason for Stop						
Violation of Law	143	47	56	4	1	251
Preexisting Knowledge	73	15	16	0	1	105
Moving Traffic Violation	7,123	1,695	2,554	239	117	11,728
Vehicle Traffic Violation	1,382	386	509	31	25	2,333
Result of Stop						
Verbal Warning	0	0	0	0	0	0
Written Warning	5,554	1,420	1,701	170	91	8,936
Citation	3,146	704	1,421	104	52	5,427
Written Warning and Arrest	21	13	8	0	0	42
Citation and Arrest	0	6	5	0	1	12
Arrest	0	0	0	0	0	0
Arrest Based On						
Violation of Penal Code	13	6	9	0	0	28
Violation of Traffic Law	0	0	1	0	1	2
Violation of City Ordinance	0	0	0	0	0	0
Outstanding Warrant	8	13	3	0	0	24
Physical Force Resulting in Bodily Injury Used?						
No	8,720	2,143	3,135	274	144	14,416
Yes	1	0	0	0	0	1

Comparative Analysis #3:

Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches. Texas Code of Criminal Procedure Article 2B.0055(c)(1)(C)



In 2025, a total of 551 **searches** of motorists were conducted, or roughly 4 percent of all stops resulted in a search (551/14,417). Among searches within each racial/ethnic group, White motorists were searched in roughly 3 percent of all stops of White motorists (286/8,721), Black motorists were searched in roughly 7 percent of all stops of Black motorists, Hispanic motorists were searched in roughly 3 percent of all stops of Hispanic motorists, and Asian motorists were searched in roughly 1 percent of all stops of Asian motorists.

As illustrated in Table 2, the most common reason for a search was probable cause (46.8%; 258/551). Among **searches based on probable cause** within each racial/ethnic group, White motorists were searched based on probable cause in roughly 42 percent of all searches of White motorists (121/286), Black motorists were searched based on probable cause in roughly 62 percent of all searches of Black motorists, Hispanic motorists were searched based on probable cause in roughly 36 percent of all searches of Hispanic motorists, and Asian motorists were searched based on probable cause in roughly 67 percent of all searches of Asian motorists (2 probable cause searches of Asian motorists out of 3 total searches of Asian motorists).

The second most common reason for a search was consent (35.0%; 193/551) which are regarded as discretionary as opposed to non-discretionary searches. Relative to the total number of stops (14,417), discretionary **consent searches** occurred in 1.3 percent of stops.

Among **consent searches** within each racial/ethnic group, White motorists were searched based on consent in roughly 43 percent of all searches of White motorists (122/286), Black motorists were searched based on consent in roughly 23 percent of all searches of Black motorists, Hispanic motorists were searched based on consent in roughly 32 percent of all searches of Hispanic motorists, and Asian motorists were searched based on consent in roughly 33 percent of all searches of Asian motorists (1 consent search of Asian motorists out of 3 total searches of Asian motorists).

Of the searches that occurred in 2025, and as shown in Table 2, **contraband was discovered** in 281 or about 51 percent of all searches (281/551 total searches). Most commonly, the contraband discovered was drugs. Drugs were found in roughly 75 percent of the searches in which contraband was discovered (211/281). Finally, as illustrated in Table 2, when contraband was discovered, motorists were arrested roughly 4 percent of the time (10/281).⁴

⁴ Note that in Table 2 the number of “Was Contraband Discovered” “yes” equals to 281 although the “Description of Contraband” equals 299. This happens because more than one form of contraband can be discovered in a single search.

Table 2: Searches and Outcomes by Race/Ethnicity

Search Table	White	Black	Hispanic /Latino	Asian /Pacific Islander	Alaska Native /American Indian	Total
Search Conducted						
Yes	286	153	108	3	1	551
No	8,435	1,990	3,027	271	143	13,866
Reason for Search						
Consent	122	35	35	1	0	193
Contraband in Plain View	5	3	5	0	0	13
Probable Cause	121	95	39	2	1	258
Inventory	9	11	9	0	0	29
Incident to Arrest	29	9	20	0	0	58
Was Contraband Discovered						
Yes	143	82	53	2	1	281
No	143	71	55	1	0	270
Description of Contraband						
Drugs	114	68	28	0	1	211
Weapons	3	2	1	0	0	6
Currency	0	1	0	0	0	1
Alcohol	15	6	24	1	0	46
Stolen Property	1	1	0	0	0	2
Other	18	5	9	1	0	33
Did Discovery of Contraband Result in Arrest?						
Yes	2	2	5	0	1	10
No	141	80	48	2	0	271

Comparative Analysis #4:

Information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. Texas Code of Criminal Procedure Article 2B.0055(c)(2)

In 2025, internal records indicate that the Sherman Police Department received no complaints alleging that a peace officer employed by the agency engaged in racial profiling.

Additional Analysis:

Statistical analysis of motor vehicle stops relative to the gender population of the agency's reporting area. This analysis is presented in the report based on a December 2020 email sent from TCOLE to law enforcement executives in Texas.

In 2025, 14,417 motor vehicle stops were made by the Sherman Police Department. Of these stops, 5,711 or roughly 40 percent were female drivers (5,711/14,417), and roughly 60 percent were male drivers (see Table 1).

According to American Community Survey (ACS) city and county population estimates of the U.S. Census Bureau, the City of Sherman was composed of 51.1 percent females and 48.9 percent males. County population ACS estimates indicate that in Grayson County, females accounted for 51.1 percent of the county population and males accounted for 48.9 percent of the county population.

Overall, in 2025, males were stopped at rates higher than their proportion of the city and county population.

Additional Information Required to be Reported to TCOLE

Table 3 below provides additional information relative to motor vehicle stops in 2025 by the Sherman Police Department. The data are required to be collected by the Sherman Police Department under the Texas Code of Criminal Procedure Article 2B.0054.

As previously noted, the Sherman Police Department received no complaints alleging that a peace officer employed by the agency engaged in racial profiling. Furthermore, as previously discussed, of the 14,417 motor vehicle stops in 2025, the officer knew the race/ethnicity of the motorist prior to the stop in 2.4% of the stops (346/14,417).

Table 3: Additional Information

Additional Information	Total
Was Race/Ethnicity Known Prior to Stop	
Yes	346
No	14,071
Approximate Location of Stop	
City Street	11,028
US Highway	2,514
County Road	9
State Highway	858
Private Property/Other	8
Number of Complaints of Racial Profiling	
Resulted in Disciplinary Action	0
Did Not Result in Disciplinary Action	0

Analysis of Racial Profiling Compliance by Sherman Police Department

The foregoing analysis shows that the Sherman Police Department is fully in compliance with all relevant Texas laws concerning racial profiling, including the existence of a formal policy prohibiting racial profiling by its officers, a formalized complaint process, and the collection of data in compliance with the law.

In addition to providing summary reports and analysis of the data collected by the Sherman Police Department in 2025, this report also included an extensive presentation of some of the limitations involved in the level of data collection currently required by law and the methodological problems associated with analyzing such data for the Sherman Police Department as well as police agencies across Texas.



Appendix A

Racial Profiling Statutes and Laws



TEXAS CODE OF CRIMINAL PROCEDURE
CHAPTER 2B. LAW ENFORCEMENT INTERACTIONS WITH PUBLIC

SUBCHAPTER A. GENERAL PROVISIONS

Art. 2B.0001. DEFINITIONS. In this chapter:

- (1) "Commission" means the Texas Commission on Law Enforcement.
- (2) "Department" means the Department of Public Safety of the State of Texas.

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

SUBCHAPTER B. RACIAL PROFILING; MOTOR VEHICLE STOPS

Art. 2B.0051. DEFINITIONS. In this subchapter:

- (1) "Bodily injury" has the meaning assigned by Section 1.07, Penal Code.
- (2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.
- (3) "Race or ethnicity" means the following categories:
 - (A) Alaska native or American Indian;
 - (B) Asian or Pacific Islander;
 - (C) black;
 - (D) Hispanic or Latino; and
 - (E) white.
- (4) "Racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0052. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0053. LAW ENFORCEMENT POLICY ON RACIAL PROFILING.

(a) In this article, "law enforcement agency" means an agency of this state, or of a county, municipality, or other political subdivision of this state, that employs peace officers who make motor vehicle stops in the routine performance of the officers'

official duties.

(b) Each law enforcement agency shall adopt a detailed written policy on racial profiling. The policy must:

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;
- (5) require the agency employing a peace officer to take appropriate corrective action against the peace officer after an investigation shows that the peace officer has engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained;
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search;
 - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - (D) whether the peace officer used physical force that resulted in bodily injury during the stop;
 - (E) the location of the stop; and
 - (F) the reason for the stop; and
- (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - (A) the commission; and
 - (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of this state.

(c) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b) (3) in which there is a video or audio recording of the occurrence that is the basis for the complaint, the agency shall promptly

provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer for a copy of the recording.

(d) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in the agency's practices and policies regarding motor vehicle stops.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information required by a policy under Subsection (b)(6).

(f) The commission shall begin disciplinary procedures against the chief administrator of a law enforcement agency if the commission finds that the chief administrator intentionally failed to submit a report required under Subsection (b)(7).

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0054. REPORTS REQUIRED FOR MOTOR VEHICLE STOPS. (a) A peace officer who makes a motor vehicle stop shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any individual operating the motor vehicle who is detained as a result of the stop, including:

(A) the individual's gender; and

(B) the individual's race or ethnicity, as stated by the individual or, if the individual does not state the individual's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so:

(A) whether the individual detained consented to the search;

(B) the reason for the search, including whether:

(i) any contraband or other evidence was in plain view;

(ii) any probable cause or reasonable suspicion

- existed to perform the search; or
- (iii) the search was performed because the motor vehicle was towed or because of the arrest of any individual in the motor vehicle; and
- (C) whether any contraband or other evidence was discovered during the search and a description of the contraband or evidence;
- (4) whether the officer made an arrest as a result of the stop or the search and, if so, a statement of:
 - (A) whether the arrest was based on:
 - (i) a violation of the Penal Code;
 - (ii) a violation of a traffic law or ordinance; or
 - (iii) an outstanding warrant; and
 - (B) the offense charged;
- (5) the street address or approximate location of the stop;
- (6) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and
- (7) whether the officer used physical force that resulted in bodily injury during the stop.
- (b) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (a) to ensure that the race or ethnicity of the individual operating the motor vehicle is reported.

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0055. COMPILATION AND ANALYSIS OF INFORMATION

- COLLECTED. (a) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2B.0054.
- (b) Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to:
- (1) the commission; and
 - (2) the governing body of each county or municipality served by the agency, if the law enforcement agency is a local law enforcement agency.
- (c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed. The report must include:
- (1) a comparative analysis of the information compiled under Article 2B.0054 to:
 - (A) evaluate and compare the number of motor vehicle

stops, within the applicable jurisdiction, of:

(i) individuals recognized as members of racial or ethnic minority groups; and

(ii) individuals not recognized as members of racial or ethnic minority groups;

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the individuals affected, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered during those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2B.0054(a)(1).

(e) The commission, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(f) The commission shall begin disciplinary procedures against the chief administrator of a law enforcement agency if the commission finds that the chief administrator intentionally failed to submit a report required under Subsection (b).

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0056. PRIMA FACIE EVIDENCE. The data collected as a result of the reporting requirements of Articles 2B.0053 and 2B.0055 does not constitute prima facie evidence of racial profiling.

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0057. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2B.0054 or under a policy adopted under Article 2B.0053.

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0058. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data required by Article 2B.0055, the agency is liable to the state for a civil penalty in an amount not to exceed \$5,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

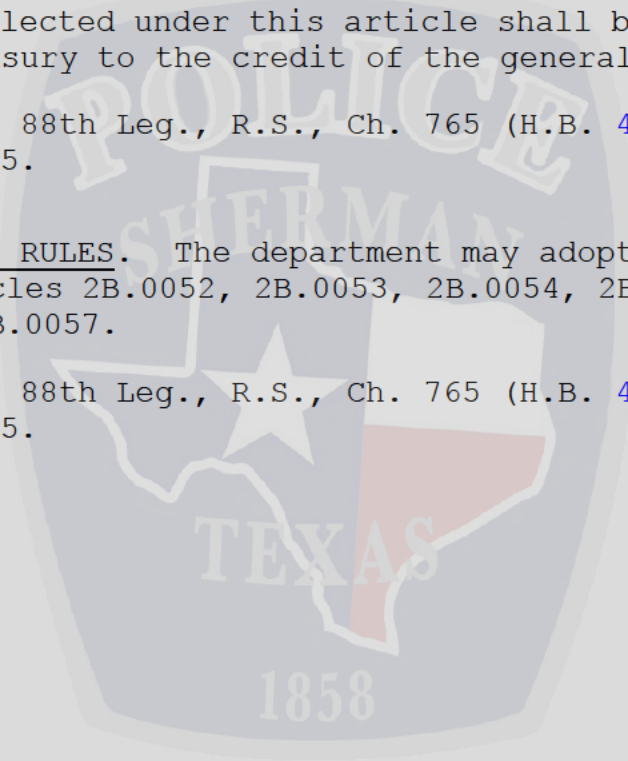
(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based data required by Article 2B.0055 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

Art. 2B.0059. RULES. The department may adopt rules to implement Articles 2B.0052, 2B.0053, 2B.0054, 2B.0055, 2B.0056, and 2B.0057.

Added by Acts 2023, 88th Leg., R.S., Ch. 765 (H.B. 4504), Sec. 1.001, eff. January 1, 2025.

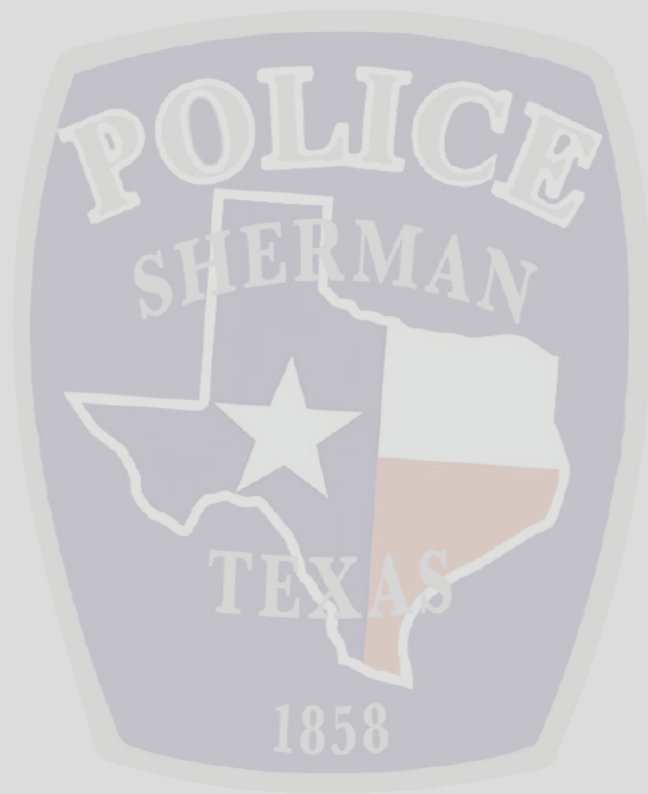





MARINE

Appendix B

SHERMAN POLICE DEPARTMENT RACIAL PROFILING POLICY



	SHERMAN POLICE DEPARTMENT		
	Policy and Procedure Manual		
	Policy 3.4	Bias-Based Policing	
	TPCA Best Practices Accreditation Standards 2.01		
	Effective Date: 01-01-02	Revision Date: 01-19-23	Pages - 7

I. POLICY STATEMENT

We are committed to a respect for constitutional rights in the performance of our duties. Our success is based on the respect we give to our communities, and the respect members of the community observe toward law enforcement. To this end, we shall exercise our sworn duties, responsibilities, and obligations in a manner that does not discriminate on the basis of race, sex, gender, sexual orientation, national origin, ethnicity, age, or religion. Although it is true that all people carry biases, in law enforcement the failure to control our biases can lead to illegal arrests, searches, and detentions, thus thwarting the mission of our Department. Most importantly, actions guided by bias destroy the trust and respect essential for our mission to succeed. We live and work in communities very diverse in population. Respect for diversity and equitable enforcement of the law are essential to our mission.

All enforcement actions -- particularly stops of individuals for traffic and other violations, investigative detentions, arrests, searches, and seizures of persons or property -- shall be based on the standards of reasonable suspicion or probable cause as required by the Fourth Amendment to the U. S. Constitution and by statutory authority. In all enforcement decisions, officers shall be able to articulate specific facts, circumstances, and conclusions that support probable cause or reasonable suspicion for arrests, searches, seizures, and stops of individuals. Officers shall not stop, detain, arrest, search, or attempt to search anyone based solely upon the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, any other identifiable group, or based on racial or ethnic stereotypes. Officers shall base all of their actions on a reasonable suspicion that the person or an occupant of a vehicle committed an offense. Officers of the Sherman Police Department are strictly prohibited from initiating any action that constitutes racial or bias-based policing.

All Department orders are informed and guided by this policy. Nothing in this policy limits non-enforcement contacts between officers and the public.

II. PURPOSE

The purpose of this order is to provide general guidance on reducing the presence of bias in law enforcement actions, to identify key contexts in which bias may influence these actions, and emphasize the importance of the constitutional guidelines within which we operate.

III. DEFINITIONS

Most of the following terms appear in this policy statement. In any case, these terms appear in the larger public discourse about alleged biased enforcement behavior and in other orders. These definitions are intended to facilitate on-going discussion and analysis of our enforcement practices.

- A. Bias: Prejudice or partiality based on preconceived ideas, a person's upbringing, culture, experience, or education.

- B. Biased policing: Stopping, detaining, searching, or attempting to search, or using force against a person based upon his or her race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.
- C. Ethnicity: A cluster of characteristics that may include race but also cultural characteristics or traits that are shared by a group with a common experience or history.
- D. Gender: Unlike sex, a psychological classification based on cultural characteristics or traits.
- E. Probable cause: Facts or apparent facts and circumstances within an officer's knowledge and of which the officer had reasonable, trustworthy information to lead a reasonable person to believe that an offense has been or is being committed, and that the suspect has committed it.
- F. Race: A category of people of a particular decent, including Caucasian, African, Hispanic, Asian, Middle Eastern, or Native American descent. As distinct from ethnicity, race refers only to physical characteristics sufficiently distinctive to group people under a classification.
- G. Racial profiling: A law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.
- H. Reasonable suspicion: Articulable, objective facts that lead an experienced officer to suspect that a person has committed, is committing, or may be about to commit a crime. A well-founded suspicion is based on the totality of the circumstances and does not exist unless it can be articulated. Reasonable suspicion supports a stop of a person. Courts require that stops based on reasonable suspicion be "objectively reasonable."
- I. Sex: A biological classification, male or female, based on physical and genetic characteristics.
- J. Stop: An investigative detention. The detention of a subject for a brief period of time, based on reasonable suspicion.
- K. Motor Vehicle Stop: An occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

IV. PROCEDURES

A. General Responsibilities

1. Officers are prohibited from engaging in bias-based policing or stopping, detaining, searching, arresting, or taking any enforcement action including seizure or forfeiture activities, against any person based solely on the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. These characteristics, however, may form part of reasonable suspicion or probable cause when officers are seeking a suspect with one or more of these attributes. (TBP 2.01)
2. Investigative detentions, motor vehicle stops, arrests, searches, and property seizures by officers will be based on a standard of reasonable suspicion or probable cause in accordance with the Fourth Amendment of the U.S. Constitution. Officers must be able to articulate specific facts and circumstances that support reasonable suspicion or probable cause for investigative

detentions, motor vehicle stops, subject stops, arrests, nonconsensual searches, and property seizures. Except as provided in number 3 below, officers shall not consider race/ethnicity in establishing either reasonable suspicion or probable cause. Similarly, except as provided below, officers shall not consider race/ethnicity in deciding to initiate even those nonconsensual encounters that do not amount to legal detentions or to request consent to search.

3. Officers may take into account the reported race or ethnicity of a specific suspect or suspects based on trustworthy, locally relevant information that links a person or persons of a specific race/ethnicity to a particular unlawful incident(s). Race/ethnicity can never be used as the sole basis for probable cause or reasonable suspicion. Except as provided above, race/ethnicity reasonable suspicion or probable cause shall form the basis for any enforcement actions or decisions. Individuals shall be subjected to stops, seizures, or detentions only upon reasonable suspicion that they have committed, are committing, or are about to commit an offense. Officers shall document the elements of reasonable suspicion and probable cause in appropriate reports.
4. Officers shall observe all constitutional safeguards and shall respect the constitutional rights of all persons.
 - a. As motor vehicle stops furnish a primary source of bias-related complaints, officers shall have a firm understanding of the warrantless searches allowed by law, particularly the use of consent. How the officer disengages from a motor vehicle stop may be crucial to a person's perception of fairness or discrimination.
 - b. Officers shall not use the refusal or lack of cooperation to justify a search of the person or vehicle or a prolonged detention once reasonable suspicion has been dispelled.
5. All personnel shall treat everyone with the same courtesy and respect that they would have others observe toward Department personnel. To this end, personnel are reminded that the exercise of courtesy and respect engenders a future willingness to cooperate with law enforcement.
 - a. Personnel shall facilitate an individual's access to other governmental services whenever possible, and shall actively provide referrals to other appropriate agencies.
 - b. All personnel shall courteously accept, document, and forward to the Chief of Police any complaints made by an individual against the Department. Further, officers shall provide information on the complaint process and shall give copies of our "Citizen Complaint Process" brochure when appropriate.
6. When feasible, personnel shall offer explanations of the reasons for enforcement actions or other decisions that bear on the individual's well-being unless the explanation would undermine an investigation or jeopardize an officer's safety.
7. When feasible, all personnel shall identify themselves by name. When a person requests the information, personnel shall give their Department identification number, name of the immediate supervisor, or any other reasonable information.
8. All personnel are accountable for their actions. Personnel shall justify their actions when required.

B. Supervisory Responsibilities

1. Supervisors shall be held accountable for the observance of constitutional safeguards during the performance of their duties. Supervisors shall identify and correct instances of bias in the work of their subordinates.

2. Supervisors shall use the disciplinary mechanisms of the Department to ensure compliance with this order and the constitutional requirements of law enforcement.
3. Supervisors shall be mindful that in accounting for the actions and performance of subordinates, supervisors are key to maintaining community trust in law enforcement. Supervisors shall continually reinforce the ethic of impartial enforcement of the laws, and shall ensure that personnel, by their actions, maintain the community's trust in law enforcement.
4. Supervisors are reminded that biased enforcement of the laws engenders not only mistrust of law enforcement, but increases safety risks to personnel. Lack of control over bias also exposes the Department to liability consequences.
5. Supervisors shall be held accountable for repeated instances of biased enforcement of their subordinates.
6. Supervisors shall ensure that all enforcement actions are duly documented per Department policy. Supervisors shall ensure that all reports show adequate documentation of reasonable suspicion and probable cause, if applicable.
7. Supervisors shall facilitate the filing of any complaints about law enforcement service.

C. Disciplinary Consequences

Actions prohibited by this order shall be cause for corrective/disciplinary action, up to and including termination.

D. Training (TBP 2.01)

Officers shall be responsible for completing all training required by the Department and by state law regarding bias-based profiling.

V. PUBLIC INFORMATION

The Department will inform the public of its policy against bias-based policing and the process by which a citizen may make a complaint against a Department employee. Initially, the public will be informed through the news media, with additional efforts to educate the public about the policy and the complaint process made during presentations to civic groups, and by including information on the Sherman Police Department website and in the Department lobby.

VI. OVERSIGHT AND REVIEW

Motor vehicle stops will be accompanied by consistent, ongoing supervisory oversight to ensure that officers do not go beyond the parameters of reasonableness in conducting such activities.

- A. Supervisors shall ensure compliance with this policy and other applicable directives.
- B. The patrol shift supervisors shall review a minimum of one motor vehicle stop for each of their subordinates each month.
- C. The patrol shift supervisors shall report the information obtained from their review of officer motor vehicle stops to their Patrol Commander each calendar quarter. The report shall contain the following:

1. The name of the officer under review,
 2. The number of motor vehicle stops that were reviewed,
 3. The date and time of each motor vehicle stop reviewed, and
 4. A written assessment of each motor vehicle stop reviewed, which shall include:
 - a. The race/ethnicity of the citizen contacted;
 - b. Whether a search was conducted;
 - c. If a search was conducted, whether consent was given by the citizen;
 - d. If a search was conducted, whether or not contraband was found;
 - e. The final disposition of the citizen contact by the officer;
 - f. Whether officer's actions were in accordance with Department policy and procedures; and
 - g. A summary of the feedback provided to the officer.
 5. The Patrol Commanders will review these reports to ensure compliance and will submit a quarterly report to the Patrol Bureau Chief.
 6. The quarterly reports will be maintained in PowerDMS, the Department's document management system.
- D. Appropriate corrective/disciplinary action will be taken against any member who, after investigation, is shown to have engaged in bias-based policing in violation of this policy.

VII. DATA COLLECTION

- A. Pursuant to state law, officers are required to collect information relating to all motor vehicle stops by documenting the following required data:
1. The race or ethnicity of the individual detained;
 2. Whether or not a search was conducted;
 3. Whether or not the search was conducted by consent, and
 4. Whether the officer knew the race or ethnicity of the individual detained before detaining that individual.
- B. To ensure that data related to biased/racial profiling is collected in accordance with state law and Department policy, the following procedures shall be followed;
1. For all motor vehicle stops, the officer who initiated the stop shall issue the driver a citation or warning citation for the violation using the Department-issued electronic ticket writers.
 2. When completing citations or warning citations, officers are required to complete all pertinent information fields with special attention placed upon fields related to biased/racial profiling data.
 3. When an arrest is made, the officer will enter the citation, warning, or FI number into the notes section of the RMS Arrest module in conjunction with other required information. The officer will also note that the arrest is based on a motor vehicle stop.

4. The on-duty supervisor is responsible for verifying that arrests resulting from motor vehicle stops are properly documented.
5. The Department-issued electronic ticket writers should not be used to document FI contacts that are not related to motor vehicle stops as this will affect the accuracy of the data.

VIII. MOTOR VEHICLE RECORDING (MVR) EQUIPMENT

- A. All marked patrol vehicles are equipped with video cameras. The video and audio shall be activated before all motor vehicle stops, to record the actions of the vehicle and/or behavior of the person, and shall remain activated until the person is released (refer to Policy 3.16, VII. for additional activation requirements).
- B. Patrol officers are responsible for ensuring that the mobile video recording equipment is fully operational throughout their tour of duty. Any equipment failures or repairs needed should be immediately reported to the on-duty shift supervisor.
- C. Audio/Visual recordings documenting motor vehicle stops will be maintained for a minimum period of ninety (90) days before being purged. If a complaint is filed alleging bias-based policing, the audio and video record of the stop will be retained until the final disposition of the complaint.

IX. REPORTING

- A. The Department will contract with a vendor who:
 1. Will prepare an annual report for the calendar year consisting of a comparative analysis of the collected motor vehicle contact data;
 2. Will conduct a comparative quarterly data audit throughout the calendar year;
 3. The annual report will be submitted to the Chief of Police. At a minimum, the report must include:
 - a. A determination of the prevalence of bias-based policing.
 - b. An examination of the disposition of motor vehicle stops, including searches resulting from the stops.
 - c. Information relating to each complaint within the Department alleging bias-based policing.
 - d. The report may not include identifying information about an officer or about the person stopped or arrested.
- B. The Chief of Police shall submit the vendor's annual report to the City Manager who makes the report available to the City Council.
- C. The Chief of Police shall submit an annual report of the information collected to the Texas Commission on Law Enforcement (TCOLE).

X. COMPLAINT PROCESS

- A. Any individual who believes that a peace officer employed by this Department has engaged in conduct that may constitute racial or bias-based policing with respect to the individual, may file a

complaint with any supervisor of the Department.

- B. Any officer who is the subject of an investigation, based on a complaint alleging that the officer engaged in bias-based policing, who submits a written request for an audio or video copy of the recording of the occurrence will be promptly provided a copy of that recording(s). The written request shall be in a memorandum and submitted to the Investigator conducting the investigation.
- C. The complaint will be received, processed, investigated, and adjudicated in accordance with applicable Sherman Police Department policies and procedures


Jason Jeffcoat, Chief of Police





control # _____



SHERMAN POLICE DEPARTMENT

2600 West Travis Street
Sherman, Texas 75092

COMPLAINT AGAINST SHERMAN POLICE DEPARTMENT MEMBER

My name is _____

My address is _____
(street address) (city) (state) (zip code)

My phone number is _____ (home) _____ (work)

My date of birth is _____

My place of employment is _____

I make this affidavit voluntarily and from my own personal knowledge. I understand that a complaint made against a law enforcement officer of the State of Texas must be signed by the complainant and in writing before it may be considered by the Chief of Police.

I have read this document consisting of _____ pages and the statements contained herein are true.

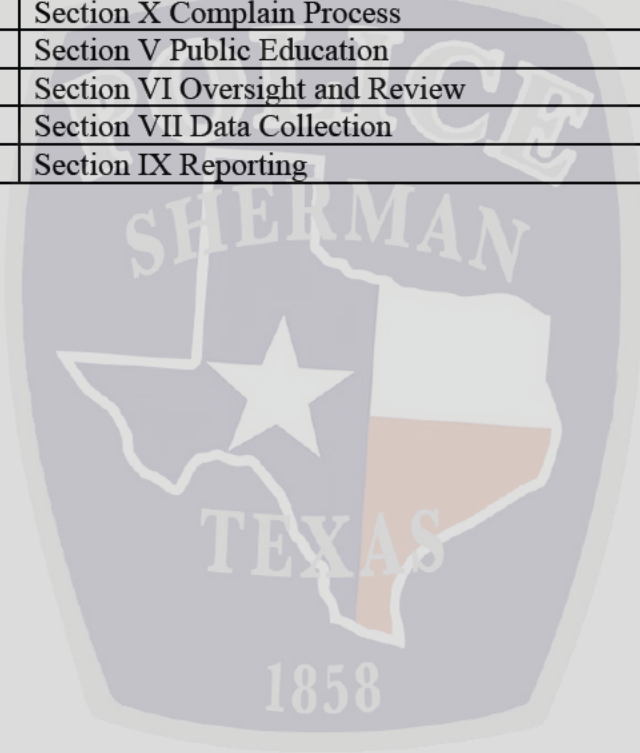
Complainant's Signature

Date Complaint Submitted

Appendix C

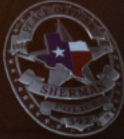
Racial Profiling Laws and Corresponding Standard Operating Procedures

Texas CCP Article	SHERMAN POLICE DEPARTMENT POLICY 3.4 Bias-Based Policing
2B.0053(b)1	Section III Definitions
2B.0053(b)2	Section I Policy Statement
2B.0053(b)3	Section X Complain Process
2B.0053(b)4	Section V Public Education
2B.0053(b)5	Section VI Oversight and Review
2B.0053(b)6	Section VII Data Collection
2B.0053(b)7	Section IX Reporting





MCPHERSON



Racial Profiling Report | Full

Agency Name: SHERMAN POLICE DEPT.
Reporting Date: 02/02/2026
TCOLE Agency Number: 181208

Chief Administrator: TERRY J JEFFCOAT

Agency Contact Information:
Phone: (903) 892-7323
Email: jasonj@cityofsherman.com

Mailing Address:
2600 W Travis Street, SHERMAN, TX, 75092

This Agency filed a full report

SHERMAN POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the SHERMAN POLICE DEPT. from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the SHERMAN POLICE DEPT. if the individual believes that a peace officer employed by the SHERMAN POLICE DEPT. has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the SHERMAN POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the SHERMAN POLICE DEPT. policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The SHERMAN POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: Samuel Boyle
LT

Date: 02/02/2026

Total stops: 14417

Street address or approximate location of the stop

City street	11028
US highway	2514
County road	9
State highway	858
Private property or other	8

Was race or ethnicity known prior to stop?

Yes	346
No	14071

Race / Ethnicity

Alaska Native / American Indian	144
Asian / Pacific Islander	274
Black	2143
White	8721
Hispanic / Latino	3135

Gender

Female	5711
Alaska Native / American Indian	26
Asian / Pacific Islander	83
Black	854
White	3729
Hispanic / Latino	1019
Male	8706
Alaska Native / American Indian	118
Asian / Pacific Islander	191
Black	1289
White	4992
Hispanic / Latino	2116

Reason for stop?

Violation of law	251
Alaska Native / American Indian	1
Asian / Pacific Islander	4
Black	47
White	143

Hispanic / Latino	56
Preexisting knowledge	105
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	15
White	73
Hispanic / Latino	16
Moving traffic violation	11728
Alaska Native / American Indian	117
Asian / Pacific Islander	239
Black	1695
White	7123
Hispanic / Latino	2554
Vehicle traffic violation	2333
Alaska Native / American Indian	25
Asian / Pacific Islander	31
Black	386
White	1382
Hispanic / Latino	509
Was a search conducted?	
Yes	551
Alaska Native / American Indian	1
Asian / Pacific Islander	3
Black	153
White	286
Hispanic / Latino	108
No	13866
Alaska Native / American Indian	143
Asian / Pacific Islander	271
Black	1990
White	8435
Hispanic / Latino	3027
Reason for Search?	
Consent	193
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	35
White	122

Hispanic / Latino	35
Contraband	13
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	5
Hispanic / Latino	5
Probable	258
Alaska Native / American Indian	1
Asian / Pacific Islander	2
Black	95
White	121
Hispanic / Latino	39
Inventory	29
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	11
White	9
Hispanic / Latino	9
Incident to arrest	58
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	9
White	29
Hispanic / Latino	20

Was Contraband discovered?

Yes	281
Alaska Native / American Indian	1
Asian / Pacific Islander	2
Black	82
White	143
Hispanic / Latino	53
No	270
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	71
White	143
Hispanic / Latino	55

Did the finding result in arrest?
(total should equal previous column)

Yes	1	No	0
Yes	0	No	2
Yes	2	No	80
Yes	2	No	141
Yes	5	No	48

Description of contraband	
Drugs	211
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	68
White	114
Hispanic / Latino	28
Weapons	6
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	3
Hispanic / Latino	1
Currency	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	0
Alcohol	46
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	6
White	15
Hispanic / Latino	24
Stolen property	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	0
Other	33
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	5
White	18
Hispanic / Latino	9
Result of the stop	
Verbal warning	0

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning	8936
Alaska Native / American Indian	91
Asian / Pacific Islander	170
Black	1420
White	5554
Hispanic / Latino	1701
Citation	5427
Alaska Native / American Indian	52
Asian / Pacific Islander	104
Black	704
White	3146
Hispanic / Latino	1421
Written warning and arrest	42
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	13
White	21
Hispanic / Latino	8
Citation and arrest	12
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	6
White	0
Hispanic / Latino	5
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	28
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	6
White	13
Hispanic / Latino	9
Violation of Traffic Law	2
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	24
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	13
White	8
Hispanic / Latino	3

Was physical force resulting in bodily injury used during stop?

Yes	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	1
No	14416
Alaska Native / American Indian	144
Asian / Pacific Islander	274
Black	2143
White	8720
Hispanic / Latino	3135

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input type="checkbox"/>
Use Department's submitted analysis	<input checked="" type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Main Street Advisory Board

Established March 7, 2016 - Resolution No. 6063

City Staff:

Department Responsibility: Director of Community and Support Services

Meetings: No Rule - Set by Board of By-Laws

<u>Members:</u>	<u>District</u>	<u>(A)Appoint (R)Reappoint</u>	<u>Letter Sent</u>	<u>Term Begins</u>	<u>Term Expires</u>	<u>Terms</u>	<u>Membership Requirements</u>
David Downtain	1	A R		6/8/2021 6/8/2023	6/8/2023 6/8/2025	1 2	
Preston Davis	3	A R		9/7/2022 9/7/2024	9/7/2024 9/7/2026	1 2	
Jo Ashford	4	A		1/21/2026	1/21/2028	1	
Sarah Pierce	4	A		11/19/2024	11/19/2026	1	
Stuart Holcomb	3	A		8/8/2023	8/8/2025	1	
Janie Bates	4	A		11/19/2024	11/19/2026	1	
Paul Manley	1	A		11/19/2024	11/19/2026	1	
Angela Wilson	N/A	A R		7/7/2022 7/7/2024	7/7/2024 7/7/2026	1 2	
Regina Roberts	1	A		11/19/2024	11/19/2026	1	
vacant							

Ex-Officio Members:

Josh Stevenson	Council Member
Karen Tooley	Downtown Sherman Preservation & Revitalization President
	Chamber President

***Note:**

Number of Members: 10

Qualifications - Preserve and grow downtown as a business center for Sherman

Length of Terms: Two (2) Years

Consecutive Term Rule: Three (3) Terms - Ord. No. 4223 (10/21/1991)

Appointed by: Mayor & City Council

Elected Officials: Chairperson & Secretary

Attendance Requirements: No Rule - Set by Board of By-Laws

Purpose: •Encourage participation in the Sherman Main Street Downtown Revitalization Program

•Establish and evaluate goals and priorities for the Main Street Program

•Review design appropriateness for the purpose of participation in the Main Street Low Interest Loan Program and Incentive Grant Projects

•Design and coordinate activities coinciding with the Main Street Program

•Assist with the Main Street Program Annual Report

•Advise and support the Main Street Manager to further the goals and priorities of the Main Street Program.

Responsibilities: Said Board shall work with the Main Street Manager and other City officials to publicize the Main Street Program and shall recommend projects and activities to include marketing, advertising, promotion, design, organization, economic restructuring as related to the Main Street Program. The Board will also review any commercial construction or reconstruction plans proposed within the Main Street Program Target Area.

Notes: *City Council approved Resolution 6063 on September 4, 2018.

