

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

- A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER DARON HOLLAND**
- A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JULY 06, 2026**

Citizen Comments

B.1. CITIZEN COMMENTS

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

Consent Agenda

C.1. CONSENT AGENDA

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

Public Hearing

D.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6950

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Being Lots 10 And 12, Block 11, Of Greenmount Addition, City Of Sherman, Grayson County, Texas, Located At 300 North Bryant Avenue, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The C-N (Neighborhood Commercial) District Zoning Classification, Cornerstone 633 LLC (Owner), Kenneth Sullivan (Applicant) And Preston Trail Land Surveying (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date; Finding And Determining That The Meeting At Which This Ordinance Is Passed Was Noticed And Is Open To The Public As Required By Law

D.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6951

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Being Lot 9 And Part Of Lot 10, Block 5, Jones And Wainrights Addition, City Of Sherman, Grayson County, Texas, Located In The 1400 Block South Branch Street, Heretofore Zoned M-2 (Heavy Manufacturing) District; Rezoning And Placing The Tract In The R-5 (Single-Family) Residential District Zoning Classification, Douglass Distribution (Owner), Jack Sears (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

D.3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6952

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow Commercial Amusement Centers, Indoor Only, On A Tract Of Land Zoned C-1 (Retail Business) District Located At 112 West Lamar Street, Being Lot 3 Block 7, Original Town Plat, City Of Sherman, Grayson County, Texas; Joey Gunn (Owner); And Roger Holloman (Applicant); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00

D.4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6953

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 18.3788 Acres Being A Part Of The E.N. Deaver Survey, Abstract No. 358, City Of Sherman, Grayson County, Texas, Located In The 5301 Block West Houston Street, Heretofore Zoned R-A (Residential Agriculture) District; Rezoning And Placing The Tract In The PD (Planned Development) District With A Base Zoning Of C-2 (General Commercial), Poufar Ventures (Owner), Flexd Development, LLC (Applicant) And Kimley-Horn (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6954

Closing And Abandoning An Alley In The City Of Sherman, Grayson County, Texas, Being More Particularly Described In The Exhibits "A" And "B" Attached Hereto And Made A Part Of Hereof For All Purposes, Said Alley Being Referenced In Tract I And Tract II In Volume 1878, Page 98 Of Deed Records Of Grayson County, Texas

Close Public Hearing and Consider Adoption of Ordinances

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

Consider Adoption Of Ordinances 6950, 6951, 6952, 6953 And 6954.

Resolutions

F.1. * RESOLUTION NO. 7659

Authorizing Execution Of A Professional Services Agreement With Garver LLC For The WTP Backwash Tank Rehabilitation

F.2. * RESOLUTION NO. 7660

Authorizing Approval of the 2026 Emergency Solutions Grant Program for the Salvation Army

Other Business

G.1. OTHER BUSINESS

Receive Quarterly Report from Sherman Economic Development Corporation (SEDCO) from SEDCO President Kent Sharp.

G.2. OTHER BUSINESS

Presentation on Solid Waste Rates

G.3. * OTHER BUSINESS

Repair and Rework of the Shepherd 1 Trinity Well Under Emergency Designation

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:

I.1. TEX. GOV'T CODE § 551.071

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

a) Global Wafers Foreign Trade Zone

I.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.

I.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.

I.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) Historical Preservation Board (1)

I.5. TEX. GOV'T CODE § 551.076

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

I.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.

I.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

Tax Payer Impact Statement

L.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

M. 1. 2026 Council Calendar

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Tuesday, July 14, 2026 at or before 11:59 p.m., and said time of posting was three business days before said meeting was convened or called to order.

Dated this 14th day of July 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.

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

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

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

Mayor

Shawn C.
Teamann

Deputy Mayor

Henry Marroquin

Council Members

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

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



ACTION MINUTES

The City Council of the City of Sherman held a regular meeting on Monday, July 06, 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 00:10:38

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

Council Members Present:

Mayor Shawn Teamann

Council Member Clay Barnett

Council Member Josh Stevenson

Council Member Pam Howeth

Council Member Daron Holland

Council Member Juston Dobbs

Council Members Absent:

Deputy Mayor Henry Marroquin

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

Bookmarked at 00:10:47

A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JUNE 15, 2026.

Bookmarked at 00:10:38

The City Council reviewed the minutes of the Regular City Council Meeting of June 15, 2026. Motion by Council Member Stevenson to approve the Minutes. Second by Council Member Howeth. All present voted AYE.

Citizen Comments

B.1. CITIZEN COMMENTS

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

Bookmarked at 00:12:03

E. 2. ORDINANCE NO. 6947

David Davis - Bookmarked at 00:28:10

E. 3. ORDINANCE NO. 6984, E. 4. ORDINANCE NO. 6949 AND G.1. RESOLUTION NO. 7653

Will Stolz – Bookmarked at 00:29:08

Peter Tracy – Bookmarked at 00:32:15

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 00:12:48

Council Member Barnett made a motion to approve items G. 4, G. 5 and G. 6. Second made by Council Member Stevenson.

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

VOTING NAY: NONE.

Mayor Teamann did not vote

MOTION CARRIED.

Special Presentations

D.1. SPECIAL PRESENTATION

Recognition of Service to the Civil Service Commission - Keith Carlise

Bookmarked at 00:13:30

Public Hearing

E.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6946

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 1 (General Provision), Article 1.08 (Cemeteries), Section 1.08.074 (Sale Price Of Grave Space And Lots) And Section 1.08.075 (Fees For Cemetery Services); Modifying Certain Fees For Cemetery Services; Providing A Penalty Clause With A Maximum Fine Of \$500, Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of The Caption Hereof

Reading and Introduction – Bookmarked at 00:21:05

Discussion and Vote – Bookmarked at 00:37:46

E.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6947

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone Four Tracts Of Land, Consisting Of 173.083± Acres In The Aggregate, Situated In The W.M. Milligan Survey, Abstract No. 575, The D.C. Shelp Survey, Abstract No. 1097, The D. Harrison Survey, Abstract No. 587, And The S. Inman Survey, Abstract No. 621, City Of Sherman, Grayson County, Texas, Located In The 2801 Block Of Blue Flame Road And The 2900 Block Of FM 691, Heretofore Zoned C-1 (Retail Business) District, R-4 (Single Family Residential) District R-5 (Single Family Residential) District, And R-6 (Single Family Residential) District Within The F.M. Highway 691 Overlay District; Rezoning And Placing The Tracts In The PD (Planned Development) Of Joiner Ranch With Base Zoning Districts Of C-1 (Retail Business) District, MF-30 (Multifamily Residential) District, R-TH (Townhome) District, R-4 (Single Family Residential) District, R-5 (Single Family Residential) District, R-6 (Single Family Residential) District Within The F.M. Highway 691 Overlay District; Chad McDuffie, ORL II, LLC And Joseph Joiner (Owner), D2 Sommerville, LLC (Representative) And Underwood Drafting And Surveying (Surveyor); Providing For A Penalty Not To Exceed \$2,000.00

Reading and Introduction – Bookmarked at 00:23:22
Citizen Comments: Will Stolz – Bookmarked at 00:29:08
Discussion and Vote – Bookmarked at 00:38:42

E.3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6948

Extending the Corporate Limits of Said City so as to Annex an Area of Land Consisting of Approximately 183.681 acres of Land Located Generally Located East Of US 75 And South Of Tate Circle Adjacent to the Sherman City Limits And In The City Of Sherman's Extraterritorial Jurisdiction, on Application of the Landowner; Providing that the Owners and Inhabitants of the Subject Area of Land shall be Entitled to the Rights and Privileges of Other Citizens of the City of Sherman and Shall be Bound by the Acts and Ordinances now in Effect and hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and the Code of Ordinances of the City of Sherman, Texas, Chapter 14 (Zoning Ordinance); Providing a Savings/Repealing Clause, Severability Clause and an Effective Date

Reading and Introduction – Bookmarked at 00:25:24
Citizen Comment: Will Stolz – Bookmarked at 00:29:08
Citizen Comment: Peter Tracy – Bookmarked at 00:32:14
Discussion and Vote – Bookmarked at 00:39:25

E.4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6949

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 183.681± Acres, Situated In The Benjamin Lindsey Survey, Abstract No. 733, And The Henry Tucker Survey, Abstract No. 1217, City Of Sherman, Grayson County, Texas, Generally Located In The 1501 Block Of Tate Circle, Heretofore Zoned R-A (Residential Agricultural) District; Rezoning And Placing The Tract In The PD (Planned Development) Of Sherman Lakes With Base Zoning Districts Of R-TH (Townhome) District, R-4 (Single Family Residential) District, R-5 (Single Family Residential) District And R-6 (Single Family Residential) District; Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date.

Reading and Introduction – Bookmarked at 00:25:47
Citizen Comment: Will Stolz – Bookmarked at 00:29:08
Citizen Comment: Peter Tracy – Bookmarked at 00:32:14
Discussion and Vote – Bookmarked at 00:39:25

Close Public Hearing and Consider Adoption of Ordinances

F.1. CLOSE PUBLIC HEARING

Consider Adoption of Ordinances No. 6946, 6947, 6948 and 6949
Bookmarked at 00:35:58

Citizen Comments: David Davis - Bookmarked at 00:34:54
Citizen Comments: Will Stolz - Bookmarked at 00:35:17
Citizen Comments: Peter Tracy – Bookmarked at 00:32:14

E. 1. ORDINANCE NO. 6946

Bookmarked at 00:37:46

Council Member Howeth made a motion to approve Ordinance No. 6946. Second made by Council Member Holland.

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

VOTING NAY: NONE.

Mayor Teamann did not vote

MOTION CARRIED.

E. 2. ORDINANCE NO. 6947 AND G. 1 RESOLUTION NO 7654

Bookmarked at 00:38:42

Council Member Barnett made a motion to approve Ordinance No. 6947 and Resolution No 7654 subject to the original conditions and specifications submitted by the applicant. Second made by Council Member Howeth.

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

VOTING NAY: NONE.

Mayor Teamann did not vote

MOTION CARRIED.

E. 3. ORDINANCE NO. 6948, E. 4. ORDINANCE NO. 6949 AND G. 1. RESOLUTION NO. 7653

Bookmarked at 00:39:25

Council Member Stevenson made a motion to approve Ordinance No. 6948, Ordinance No. 6949 and Resolution No. 7653. Second made by Council Member Holland.

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

VOTING NAY: NONE.

MOTION CARRIED.

Resolutions

G.1. RESOLUTION NO. 7653

Authorizing Execution of a Development Agreement Between the City of Sherman and Sherman Lakes Development for development of a single-family planned development consisting of 183 acres generally located south of Tate Circle / Shepherd Dr. and east of US 75.

Reading and Introduction – Bookmarked at 00:34:15

Citizen Comment: Will Stolz – Bookmarked at 00:29:08

Citizen Comment: Peter Tracy – Bookmarked at 00:32:14

Discussion and Vote – Bookmarked at 00:39:25

Council Member Stevenson made a motion to approve Ordinance No. 6948, Ordinance No. 6949 and Resolution No. 7653. Second made by Council Member Holland.

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

VOTING NAY: NONE.

MOTION CARRIED.

G.2. RESOLUTION NO. 7654

Authorizing Execution of a Development Agreement Between the City of Sherman and Joiner Ranch LLC for a Planned Development of approximately 173.157 acres generally located south of Fm 691, north of Blue Flame Rd and east of US 75.

Reading and Introduction – Bookmarked at 00:23:22

Citizen Comments: Will Stolz – Bookmarked at 00:29:08

Discussion and Vote – Bookmarked at 00:38:42

Council Member Barnett made a motion to approve Ordinance No. 6947 and Resolution No 7654 subject to the original conditions and specifications submitted by the applicant Second made by Council Member Howeth.

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

VOTING NAY: NONE.

Mayor Teamann did not vote

MOTION CARRIED.

MOTION CARRIED.

G.3. RESOLUTION NO. 7655

Authorizing Execution Of An Agreement Between The City Of Sherman, Texas And Hawk Builders For The City Of Sherman Downtown Lighting.

Bookmarked at 00:40:24

Council Member Barnett made a motion to approve Resolution No. 7655. Second made by Council Member Holland.

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

VOTING NAY: NONE.

Mayor Teamann did not vote

MOTION CARRIED.

G.4. * RESOLUTION NO. 7656

Authorizing Execution Of An Agreement Between Grayson County, Texas And The City Of Sherman, Texas To Exchange Maintenance Responsibilities For Certain Roads.

Bookmarked at 00:12:48

Council Member Barnett made a motion to approve items G. 4, G. 5 and G. 6. Second made by Council Member Stevenson.

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

VOTING NAY: NONE.

Mayor Teamann did not vote

MOTION CARRIED.

G.5. * RESOLUTION NO. 7657

Authorizing Execution Of A License Agreement Between Garney Companies, Inc. And The City Of Sherman, Texas To Exchange A Provided Space For Garney At The Wastewater Plant To Utilize As A Lay-Down Yard. In Return, Garney Will Provide A 5000 Sq Ft Metal Building, Security Fence, Etc. To Be Utilized As A New Police Impound Lot.

Bookmarked at 00:12:48

Council Member Barnett made a motion to approve items G. 4, G. 5 and G. 6. Second made by Council Member Stevenson.

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

VOTING NAY: NONE.

Mayor Teamann did not vote

MOTION CARRIED.

G.6. * RESOLUTION NO. 7658

Renaming Madison Court to Avery Court

Bookmarked at 00:12:48

Council Member Barnett made a motion to approve items G. 4, G. 5 and G. 6. Second made by Council Member Stevenson.

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

VOTING NAY: NONE.

Mayor Teamann did not vote

MOTION CARRIED.

Other Business

H.1. OTHER BUSINESS

Consider Scheduling a Joint Meeting of the City Council and the Sherman Economic Development Corporation Board of Directors for 12:00p.m. on Tuesday, September 15, 2026, to Review and Approve SEDCO's Annual Budget and Work Plan

Bookmarked at 00:43:23

Council Member Stevenson made a motion to schedule a joint meeting of the City Council and the Sherman Economic Development Corporation Board of Directors for Tuesday, September 15, 2026 at 12:00pm Second made by Council Member Dobbs.

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

VOTING NAY: NONE.

Mayor Teamann did not vote

MOTION CARRIED.

COUNCIL COMMENTS

Bookmarked at 00:45:42

EXECUTIVE SESSION

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

J.1. TEX. GOV'T CODE § 551.071

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

J.2. TEX. GOV.'T CODE § 551.072

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

J.3. TEX. GOV'T CODE § 551.073

Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

J.4. TEX. GOV'T CODE § 551.074

Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing

- a) Civil Service Commission (1)

Bookmarked at 00:45:04

Council Member Barnett made a motion to appoint Clay Mahone to the Civil Service Comision. Second made by Council Member Stevenson.

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

VOTING NAY: NONE.

Mayor Teamann did not vote

MOTION CARRIED.

- b) Keep Sherman Beautiful Commission (3)

Bookmarked at 00:45:08

Council Member Barnett made a motion to approve items G. 4, G. 5 and G. 6. Second made by Council Member Stevenson.

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

VOTING NAY: NONE.

Mayor Teamann did not vote

MOTION CARRIED.

- c) West Hill Cemetery Board (5)

Bookmarked at 00:45:13

Council Member Barnett made a motion to approve items G. 4, G. 5 and G. 6. Second made by Council Member Stevenson.

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

VOTING NAY: NONE.

Mayor Teamann did not vote

MOTION CARRIED.

J.5. TEX. GOV'T CODE § 551.076

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

J.6. TEX. GOV'T CODE § 551.087

Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect.

J.7. TEX. GOV'T CODE § 551.089

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

The Council reconvenes into General Session

Adjournment

Bookmarked at 00:48:15

Tax Payer Impact Statement

M.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

MAYOR

CITY CLERK OR DESIGNEE



City Council Regular Meeting

Agenda Item No. C.1.

Meeting Date: 7/20/2026

Prepared By:

Approved By:

Caption:

F. 1. *RESOLUTION NO. 7659

Authorizing Execution Of A Professional Services Agreement With Garver LLC For The WTP Backwash Tank Rehabilitation

F. 2. *RESOLUTION NO. 7660

Authorizing Approval of the 2026 Emergency Solutions Grant Program for the Salvation Army

G. 3. *OTHER BUSINESS

Repair and Rework of the Shepherd 1 Trinity Well Under Emergency Designation

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

Issue:

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. D.1.

Meeting Date: 7/20/2026

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6950

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Being Lots 10 And 12, Block 11, Of Greenmount Addition, City Of Sherman, Grayson County, Texas, Located At 300 North Bryant Avenue, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The C-N (Neighborhood Commercial) District Zoning Classification, Cornerstone 633 LLC (Owner), Kenneth Sullivan (Applicant) And Preston Trail Land Surveying (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date; Finding And Determining That The Meeting At Which This Ordinance Is Passed Was Noticed And Is Open To The Public As Required By Law

Issue:

Consideration of a Zone Change located at 300 North Bryant Avenue from R-6 (Single-Family Residential) District to C-N (Neighborhood Commercial) District.

Background:

The property is located at 300 North Bryant Avenue. The applicant is requesting a Zone Change from R-6 (Single-Family Residential) District to C-N (Neighborhood Commercial) District.

This property has been operating as a medical office since 1984 and had an SUP in an R district to do so. With the proposed change of use, the applicant must have the property zoned commercial prior to the issuance of a Certificate of Occupancy.

The following has been approved at this location:

- 1/8/1985 - To allow a 15-ft. rear setback in lieu of 25-ft. required
- 3/11/1984 - To allow a medical facility in an R-1 District **ORD. NO. 3745**

Capital Improvement Program:

N/A

Origination:

The request of Cornerstone 633 LLC (Owner), Kenneth Sullivan (Applicant), and Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the June 16, 2026, regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6950
2. Exhibit A
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification

ORDINANCE NO. 6950

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 BEING LOTS 10 AND 12, BLOCK 11, OF GREENMOUNT ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 300 NORTH BRYANT AVENUE, HERETOFORE ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-N (NEIGHBORHOOD COMMERCIAL) DISTRICT ZONING CLASSIFICATION, CORNERSTONE 633 LLC (OWNER), KENNETH SULLIVAN (APPLICANT) AND PRESTON TRAIL LAND SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 300 North Bryant Avenue and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the C-N (Neighborhood Commercial) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

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

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

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

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

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

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

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

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

INTRODUCED on this the 20th day of July 2026.

ADOPTED on this the 20th day of July 2026.

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

CITY OF SHERMAN, TEXAS

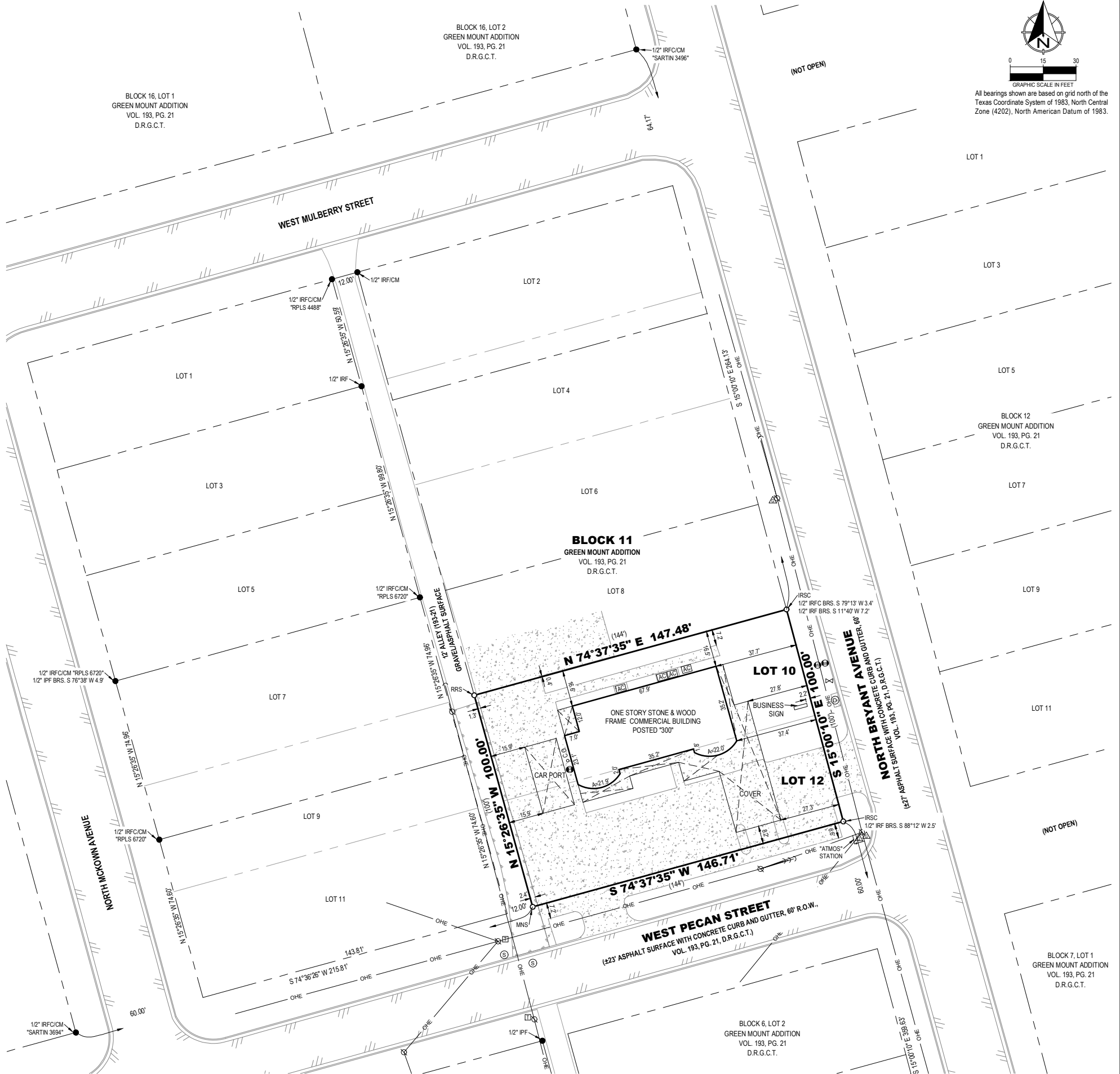
BY: _____
SHAWN TEAMANN, MAYOR

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



BEING all of Lot Nos. Ten (10) and Twelve (12), in Block No. Eleven (11), of Green Mount Addition, an addition to the City of Sherman, Grayson County, Texas, according to the plat thereof recorded in Volume 193, Page 21, Deed Records, Grayson County, Texas.

1. This survey was completed without the benefit of a current title commitment. Easements and/or other matters of record may affect the surveyed property. The Surveyor did not perform an Abstract of Title.
2. The surveyed property is subject to any matter, including but not limited to Easements, Roadways and/or Building Set Back Lines as shown on the recorded plat of Green Mount Addition, an addition to the City of Sherman, Grayson County, Texas, according to the plat thereof recorded in Volume 193, Page 21, Deed Records, Grayson County, Texas.

I, Chris R. Noah, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this survey has been prepared from an actual on-the-ground survey of the premises depicted hereon and described in the land description attached hereto, conducted under my direction and supervision on 02/09/2024, and there are no discrepancies, conflicts, shortages in area or boundary line conflicts, or any intrusions of visible improvements from adjoining tracts, or protrusions of visible improvements onto adjoining tracts, to the best of my knowledge and belief, except as shown. I further certify that this survey meets or exceeds the minimum standards established by the Texas Board of Professional Land Surveying.

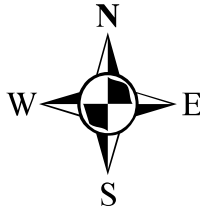
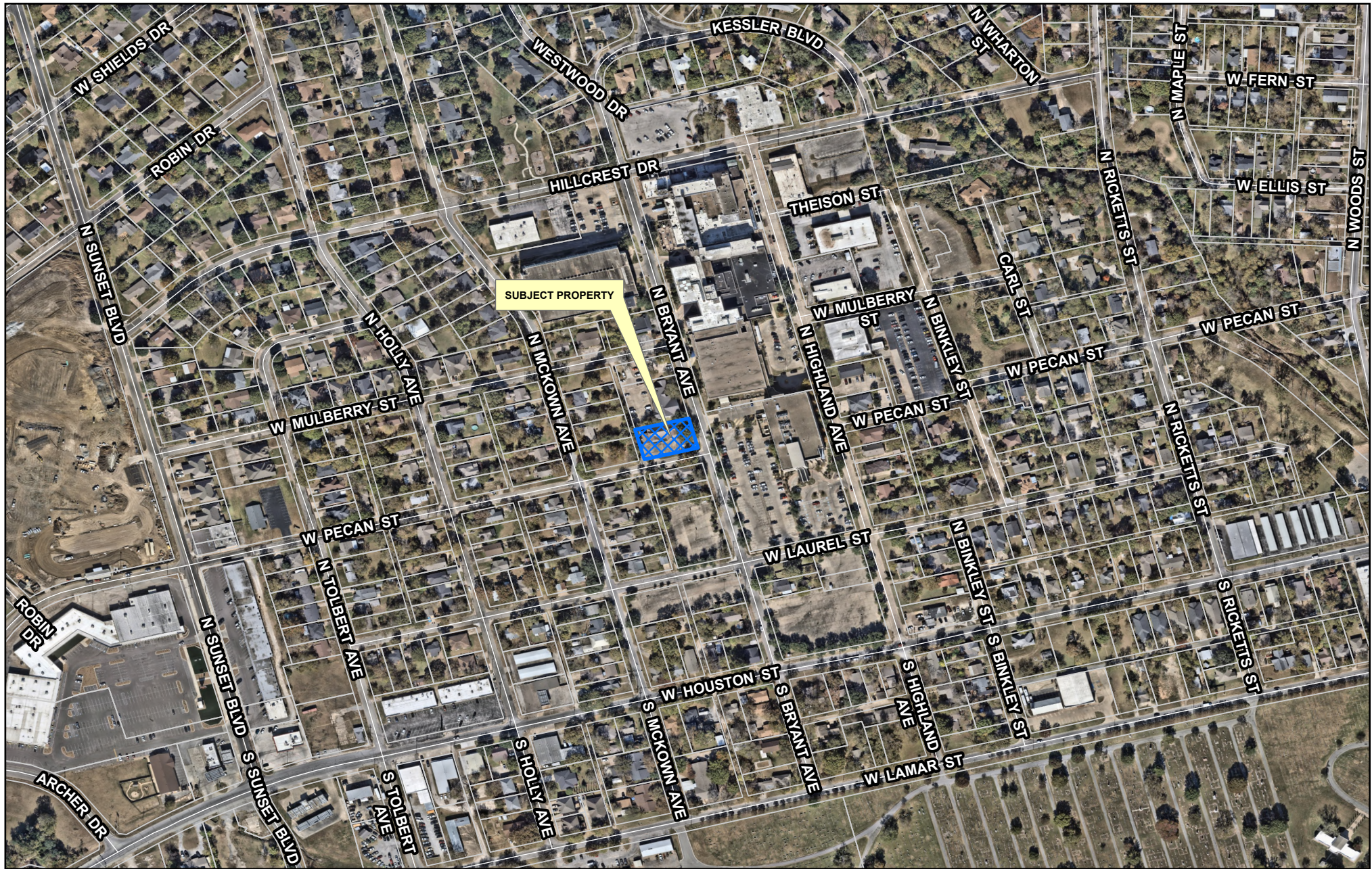
Chris R. Noah, R.P.L.S. No. 6585

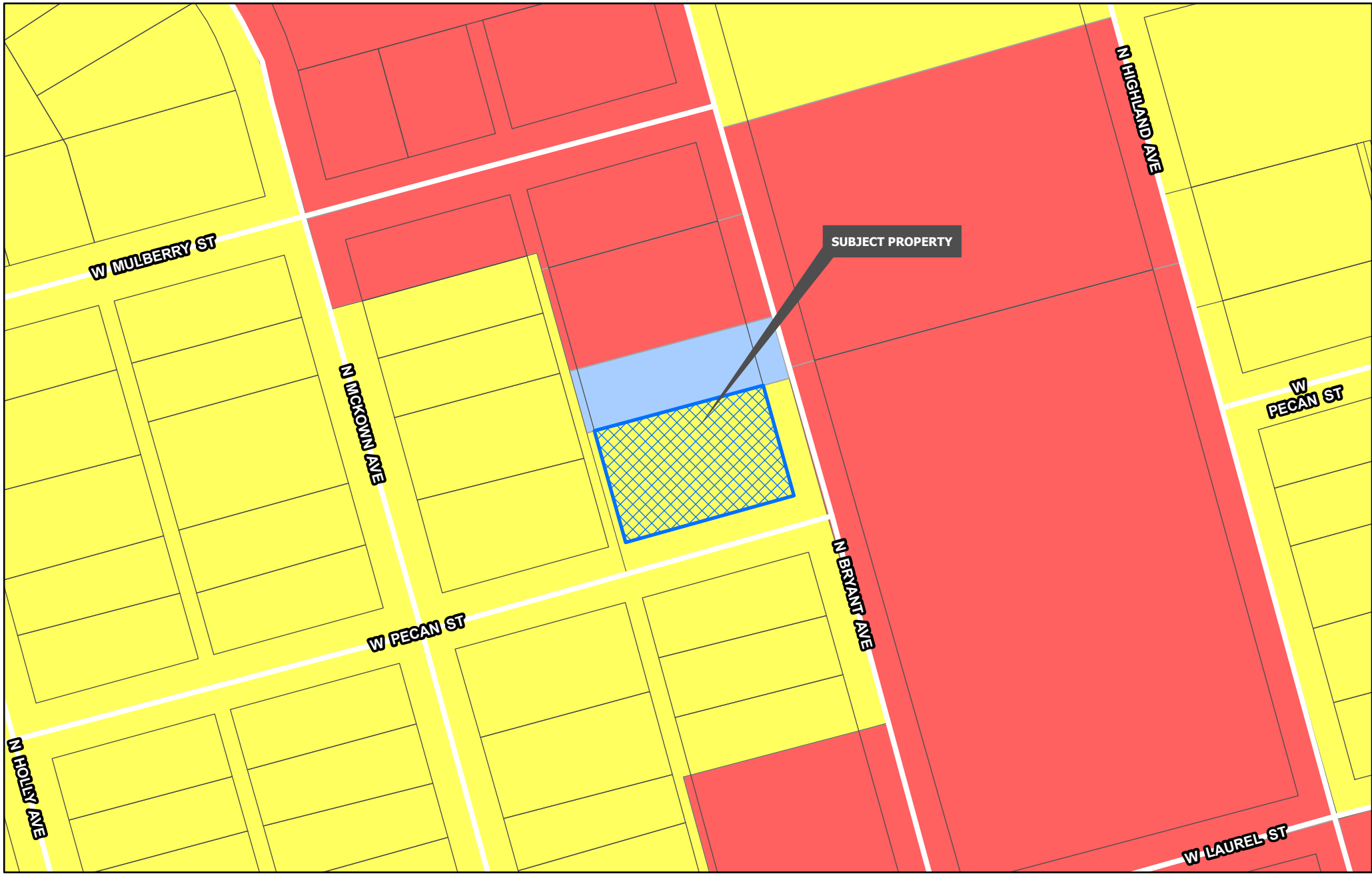


● FOUND MONUMENT	⚡ AC UNIT
○ SET MONUMENT	⚡ ELECTRIC METER
IRSC 1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6855" CAP SET	⚡ UTILITY/POWER POLE
MNS MAG NAIL SET W/ "PRESTON TRAIL, RPLS 6855" ALUMINUM WASHER SET	— GUY
IRF IRON ROD FOUND	☎ TELEPHONE BOX
IRFC IRON ROD FOUND W/PLASTIC CAP	⚠ BURIED NATURAL GAS MARKER
IPF IRON PIPE FOUND	⚡ WATER METER
RRS RAILROAD SPIKE SET	⚡ WATER VALVE
BRS BEARS	Ⓢ SANITARY SEWER MANHOLE
CM CONTROLLING MONUMENT	C.O. CLEAN OUT
() DEED OR PLAT CALL	Ⓢ STORM DRAIN MANHOLE
R.O.W. RIGHT-OF-WAY	———— BOUNDARY LINE
D.R.G.C.T. DEED RECORDS, GRAYSON COUNTY, TEXAS	—— — — — — ADJOINER LINE
SEC SOUTHEAST CORNER	—○— METAL/WROUGHT IRON FENCE
	/// ASPHALT
	— ONE — OVERHEAD ELECTRIC/UTILITY

I have examined the F.E.M.A. Flood Insurance Rate Map for the City of Sherman, Grayson County, Texas, Community Number 485509, effective date 09/01/2022 and that map indicates that this property is within "Non-shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood" as shown on Panel 0290 G of said map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, on rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

Preston Trail LAND SURVEYING		787 W FM 996 Pottsboro, TX 75076 www.prestontrailandsurveying.com 903-786-6029	
TBP&LS Firm No. 10194175	Drawn by: LGT Checked by: CRN	Scale: 1"=30' Date: 02/12/2024	Project No. 24-0049 Sheet No. 1 of 1

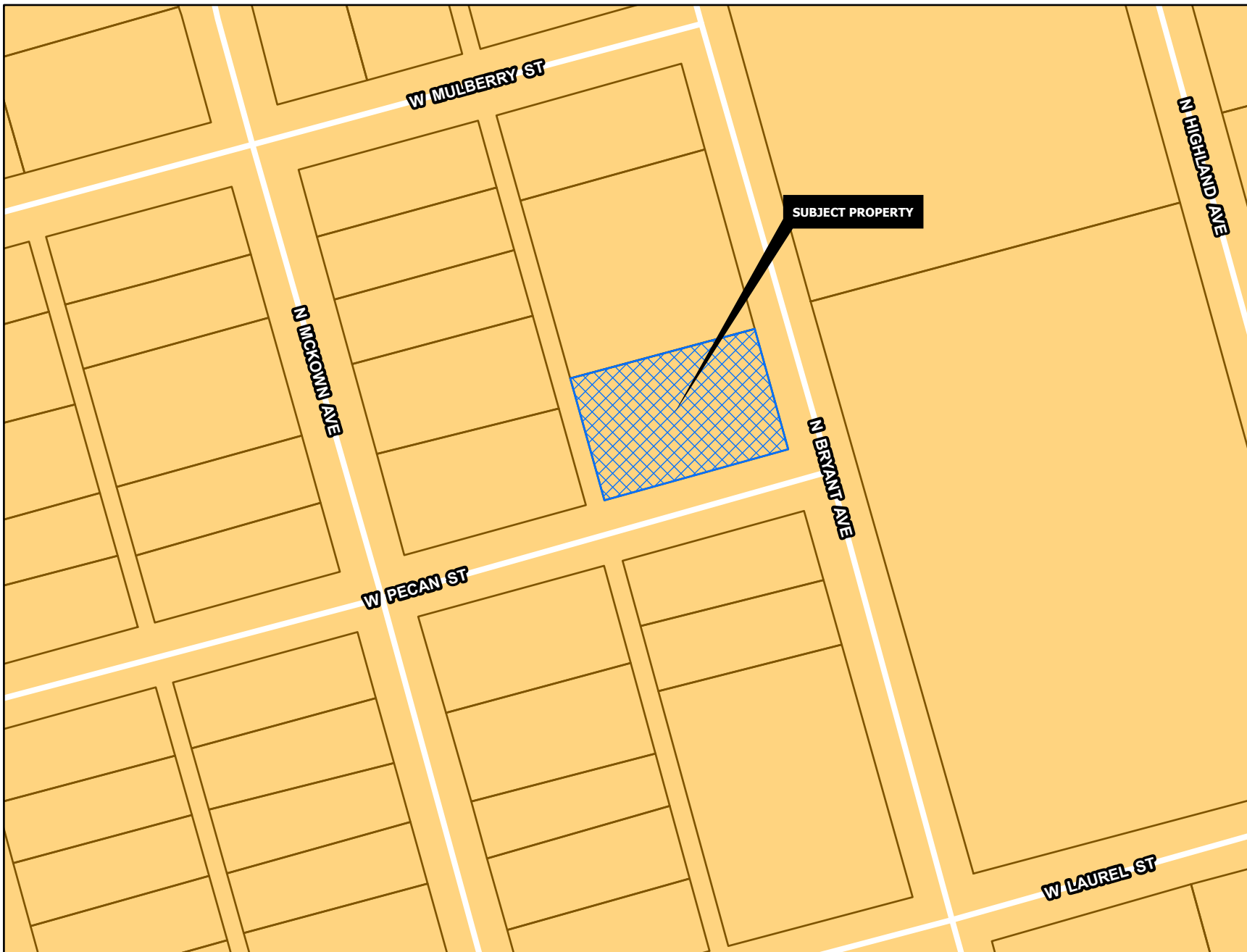




Planning & Zoning	R-4 Patio Home Residential	C-O Office
R-A Residential Agricultural	R-2F Duplex Residential	C-1 Retail Business
R-E Estate Residential	R-TH Townhome Residential	C-2 General Commercial
R-12 Single Family Residential	MF-15 Multi-Family Residential	M-1 Light Manufacturing
R-6 Single Family 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
300 N BRYANT 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

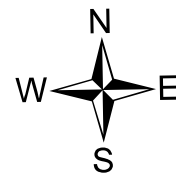
- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

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.





SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D.2.

Meeting Date: 7/20/2026

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6951

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Being Lot 9 And Part Of Lot 10, Block 5, Jones And Wainrights Addition, City Of Sherman, Grayson County, Texas, Located In The 1400 Block South Branch Street, Heretofore Zoned M-2 (Heavy Manufacturing) District; Rezoning And Placing The Tract In The R-5 (Single-Family) Residential District Zoning Classification, Douglass Distribution (Owner), Jack Sears (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 located in the 1400 Block South Branch Street from M-2 (Heavy Manufacturing) District to R-5 (Single-Family Residential) District.

Background:

The property is located in the 1400 Block South Branch Street. The owner is requesting a Zone Change from M-2 (Heavy Manufacturing) District to R-5 (Single-Family Residential) District.

Capital Improvement Program:

N/A

Origination:

The request of Douglass Distribution (Owner), Jack Sears (Applicant) and Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the June 16, 2026, regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6951
2. Exhibit A
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Project Narrative

ORDINANCE NO. 6951

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 BEING LOT 9 AND PART OF LOT 10, BLOCK 5, JONES AND WAINRIGHTS ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 1400 BLOCK SOUTH BRANCH STREET, HERETOFORE ZONED M-2 (HEAVY MANUFACTURING) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-5 (SINGLE-FAMILY) RESIDENTIAL DISTRICT ZONING CLASSIFICATION, DOUGLASS DISTRIBUTION (OWNER), JACK SEARS (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 in the 1400 Block South Branch Street and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-5 (Single-Family) Residential District , and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

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

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

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

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

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

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

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

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

INTRODUCED on this the 20th day of July 2026.

ADOPTED on this the 20th day of July 2026.

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

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

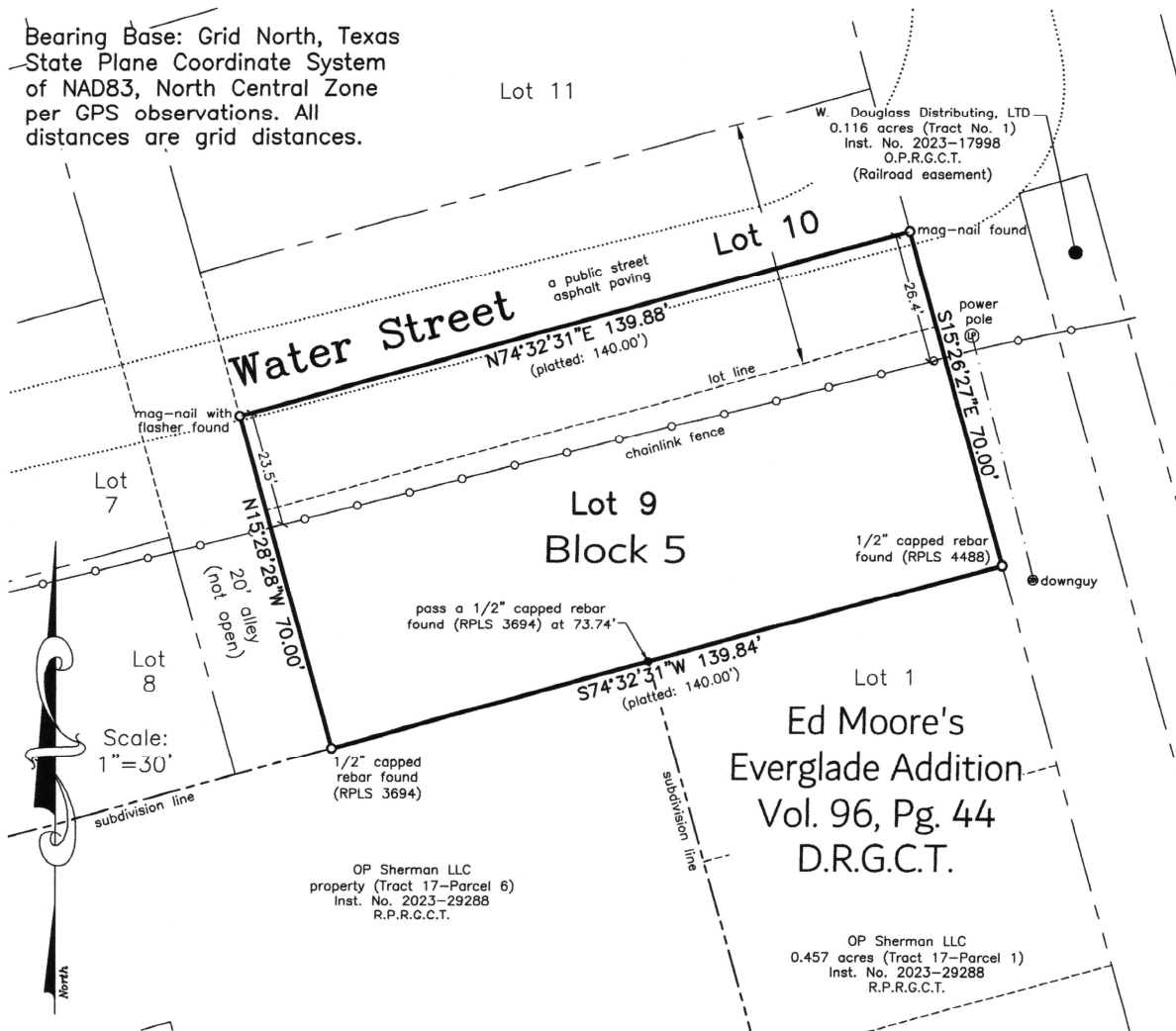
ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN PITTMAN, CITY ATTORNEY

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



Owner: W. Douglass Distributing, Ltd
Address: E. Water Street
Sherman, Texas

This survey is for the sole benefit of the Owners 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.

Legal Description is as follows: Lot 9 and the South 20 ft. of Lot 10, Block 5, Jones and Wainwrights Addition to the City of Sherman, Texas as per plat of record in Volume 35, Page 96, Deed Records, Grayson County, Texas.

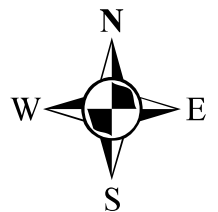
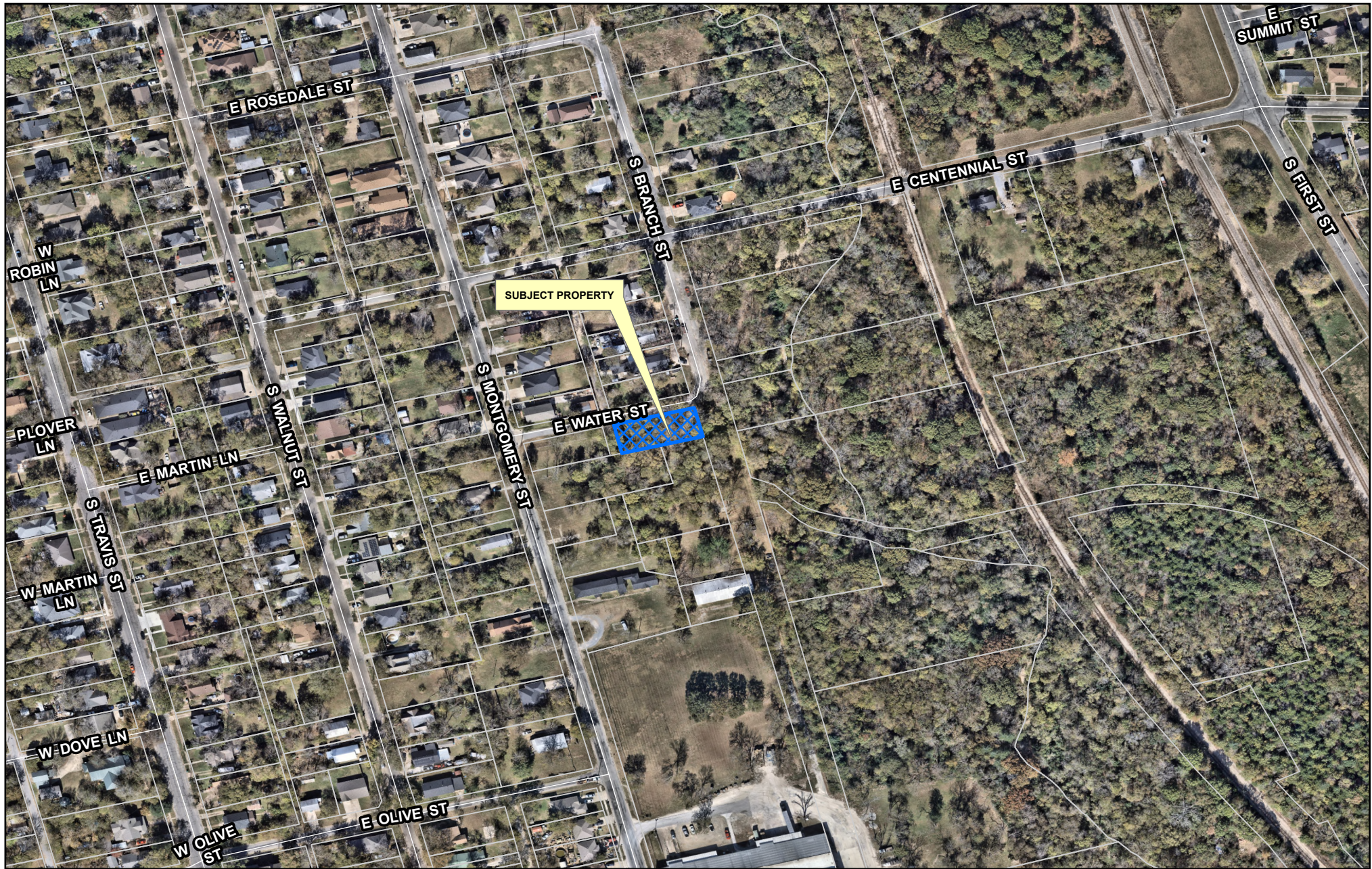
The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0405 G, Revised Date: September 1, 2022.

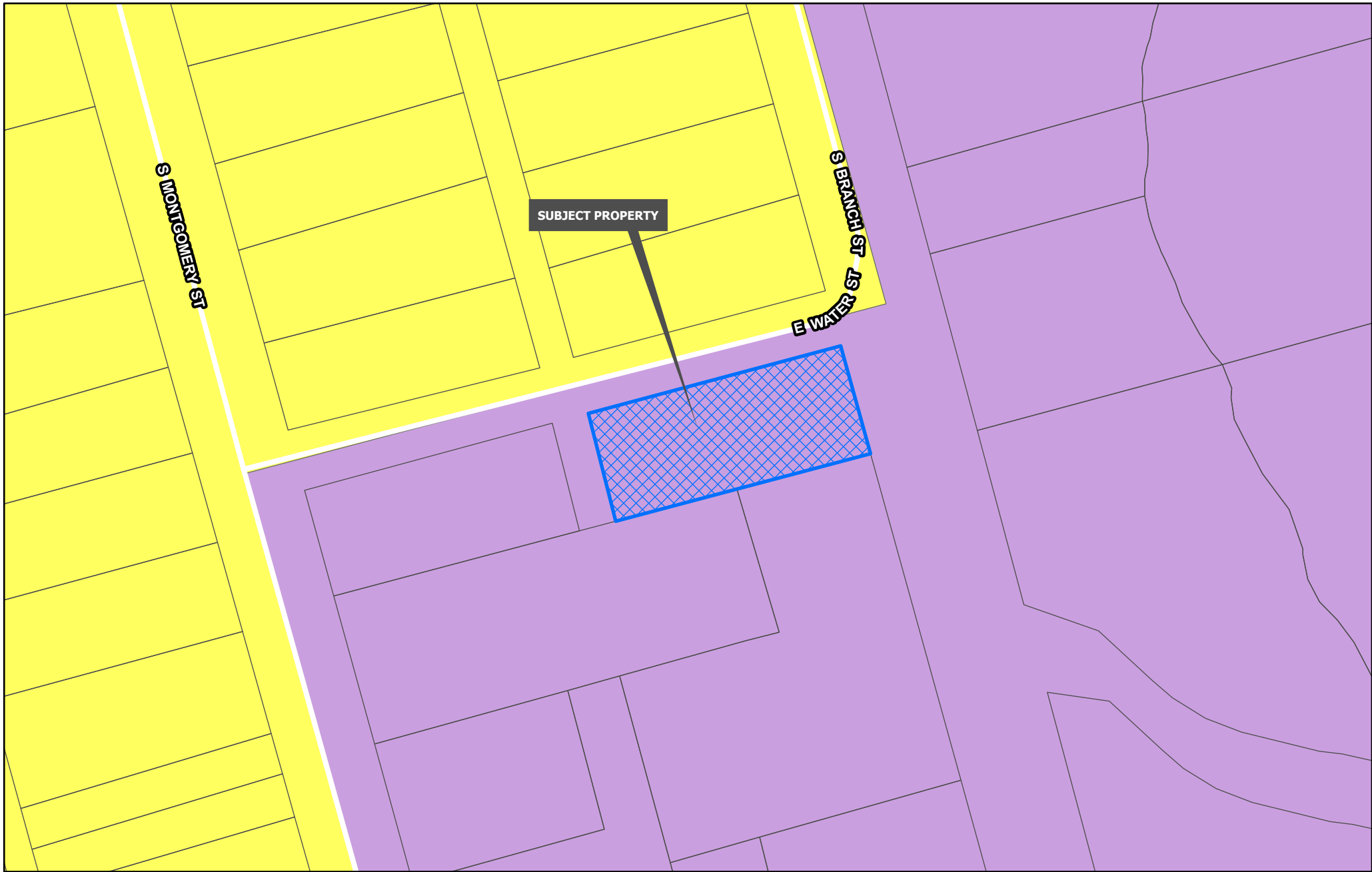


Job No. AGS510426

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

Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: April 20, 2026





 Planning & Zoning

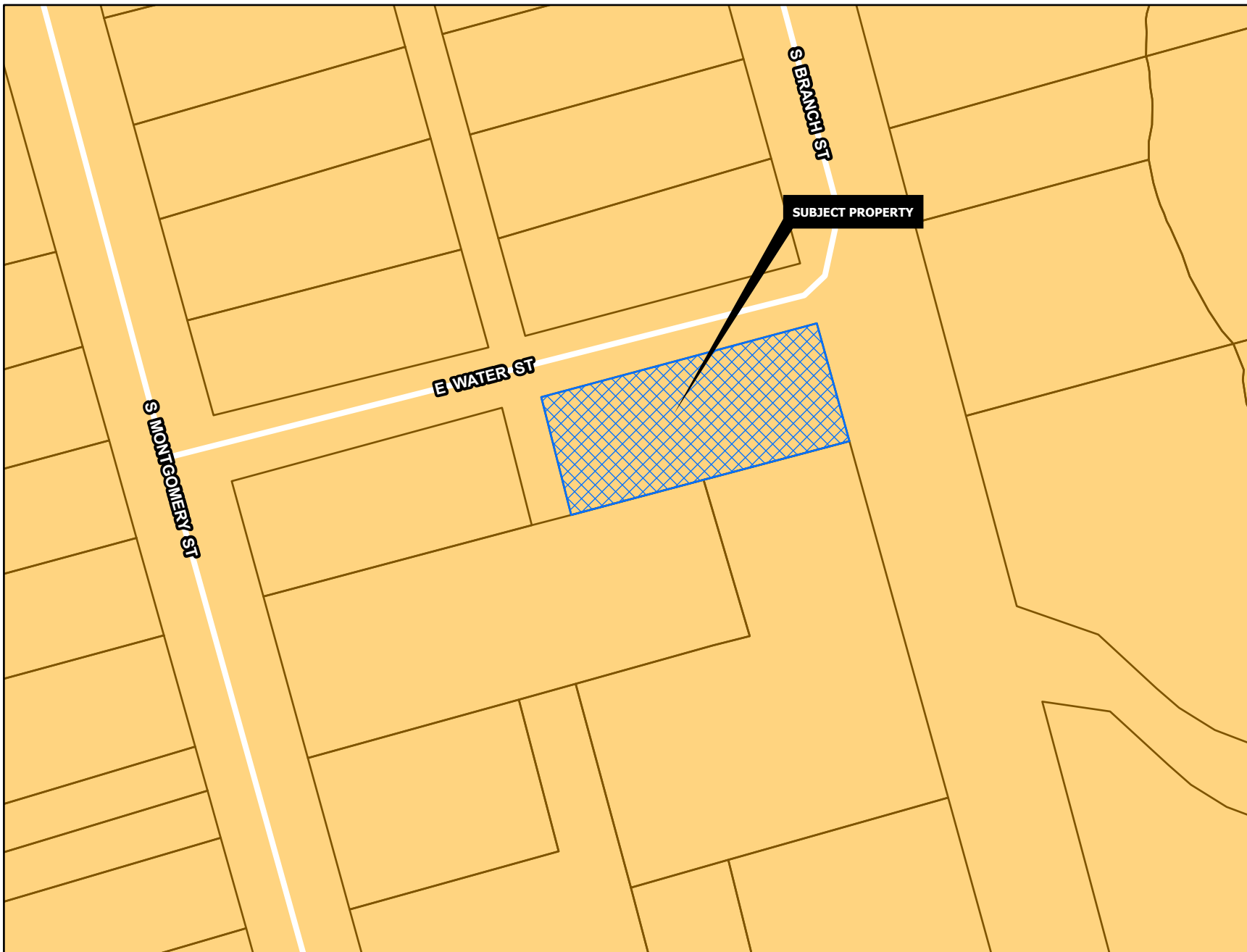
-  R-A Residential Agricultural
-  R-E Estate Residential
-  R-12 Single Family Residential
-  R-6 Single Family Residential
-  R-5 Single Family Residential

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

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

CITY OF SHERMAN
ZONING MAP
1400 BLK S BRANCH ST





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.





STATEMENT REGARDING MISSING DEVELOPMENT DOCUMENTS

The property owner is requesting rezoning of the property for the sole purpose of aligning the zoning designation with the intended future residential use prior to listing the property for sale.

No development is planned by the current owner.

Therefore, documents such as building elevations, building material standards, landscape plans, site plans, and related development drawings do not exist at this time. This rezoning request is not tied to a specific project or construction proposal.



City Council Regular Meeting

Agenda Item No. D.3.

Meeting Date: 7/20/2026

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6952

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow Commercial Amusement Centers, Indoor Only, On A Tract Of Land Zoned C-1 (Retail Business) District Located At 112 West Lamar Street, Being Lot 3 Block 7, Original Town Plat, City Of Sherman, Grayson County, Texas; Joey Gunn (Owner); And Roger Holloman (Applicant); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00

Issue:

Consideration of a Specific Use Permit located at 112 West Lamar Street to allow Commercial amusement centers, indoor only in a C-1 (Retail Business) District/Central Business District Overlay/Downtown Subdistrict.

Background:

The property is located at 112 West Lamar Street. The owner is requesting a Specific Use Permit to allow a Commercial amusement center indoor only.

The applicant is proposing an upscale full-service bar and lounge with attached Gaming (Card) room used to host legal card games following state requirements. A total of 16 tables seating 9 players each with a professional dealer. A total of 144 players plus staff, with a check-in area and private VIP game tables.

Capital Improvement Program:

N/A

Origination:

The request of Joey Gunn (Owner) and Roger Holloman (Applicant)

Financial Consideration:

None

Staff Recommendation:

At the June 16, 2026, regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Specific Use Permit be approved.

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6952
2. Exhibit A - Legal Description
3. Exhibit B
4. Exhibit C
5. Location Map
6. Zoning Map
7. Future Landuse Map
8. Property Notification Sign
9. Project Narrative
10. Concept Plan

ORDINANCE NO. 6952

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 COMMERCIAL AMUSEMENT CENTERS, INDOOR ONLY, ON A TRACT OF LAND ZONED C-1 (RETAIL BUSINESS) DISTRICT LOCATED AT 112 WEST LAMAR STREET, BEING LOT 3 BLOCK 7, ORIGINAL TOWN PLAT, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS; JOEY GUNN (OWNER); AND ROGER HOLLOMAN (APPLICANT); 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 112 West Lamar Street, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to allow a Commercial amusement centers, indoor only, 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 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. 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*)
3. The property must be properly maintained in a state of good repair and neat appearance.
4. 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.
5. 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.
6. 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)*)
7. Any changes made to the site plan, landscape plan or elevation prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Additional Comments

8. 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 Roger Hollomon is the owner or lessee of the Property.
9. The property shall be developed and used in accordance with all City Ordinances and the Site Plan of the property highlighted in orange shown in **Exhibit B**.
10. The property shall be developed and used in accordance with all City Ordinances and the Building Elevations shown in **Exhibit C**.
11. The approval of this Specific Use Permit is to allow a Gaming (Card) room.

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

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

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

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

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

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

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

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

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

INTRODUCED on this the 20th day of July 2026.

ADOPTED on this the 20th day of July 2026.

EFFECTIVE DATE on this the 20th day of July 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

SITUATED in the City of Sherman, Grayson County, Texas and BEING Lot Three (3) in Block Seven (7) of the Original Town Plat of the City of Sherman as shown on map or plat thereof recorded in Volume B, page 1, Deed Records, Grayson County, Texas, LESS AND EXCEPT the South Ten (10') feet and 10 x 26 feet out of the Southeast corner; and being more particularly described as follows:

BEGINNING at a point 100 feet North 74 degrees East from the Northwest corner of Block Seven (7) of the Original Town Plat of the City of Sherman, Texas, said Northwest corner being in the intersection of the South line of Lamar Street and the East line of Crockett Street;

THENCE South 16 degrees East with the West line of Lot Three (3) a distance of 150 feet to the Southwest corner of Lot 3;

THENCE North 74 degrees East with the South line of Lot (3) a distance of 25.5 feet;

THENCE North 16 degrees West a distance of 10 feet;

THENCE North 74 degrees East a distance of 26 feet to a point in the East line of Lot Three (3);

THENCE North 16 degrees West with the East line of Lot Three (3) a distance of 140 feet to the Northeast corner of Lot 3 and in the South line of Lamar Street;

THENCE South 74 degrees West with the South line of Lamar Street a distance of 51.5 feet to the place of beginning;

and being the same tract described as the First Tract in the deed from Walter C. Jones and wife, Bettie Jones to Maggie Jones dated December 6, 1941, recorded in Volume 430, page 386, Deed Records, Grayson County Texas; and in the deed from Silas H. Ely and W. H. Ely, Trustees to Walter C. Jones and Ernest L. Jones dated January 7, 1914 and March 19, 1914 recorded in Volume 210, page 546, and Volume 230, page 79, Deed Records, Grayson County, Texas and Deed from Maggie Jones to F. W. Peveto dated August 1, 1955, recorded in Volume 814, page 377, Deed Records, Grayson County, Texas,

There is conveyed herewith for the above consideration also, any and all right title and interest in and to that certain private alleyway as provided for in that certain instrument dated the 9th day of May, 1890, recorded in Volume 89, page 221-223, Deed Records, or Grayson County, Texas,

LESS AND EXCEPT:

1) The South 10 feet of the East $\frac{1}{2}$ of Lot 3, Block 7 as reserved in the deed from C. W. Batsell and wife, R. F. Batsell to Mrs. M. Z. Bone dated February 12, 1892, recorded in Volume 107, page 464, Deed Records, Grayson County, Texas,

2) The South 10 feet of Lot 3, Block 7, as conveyed by (1) R. R. Dulin and Robert Dulin dba Dulin & Co. et al to H. L. Hall dated July 6, 1892, recorded in Volume 96, page 559, Deed Records, Grayson County, Texas; (2) Deed from Levis Hall, Sr. et al to Francis Hall dated June 1, 1938, recorded in Volume 402, page 404, Deed Records, Grayson County, Texas, and (3) Deed from Francis Hall Phillips, formerly Frances Hall Enloe to Hugh Levis Hall, Trustee, by deed dated February 17, 1984, recorded in Volume 1682, page 410, Deed Records, Grayson County, Texas.

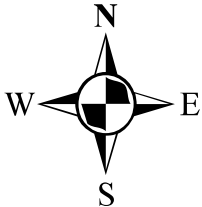
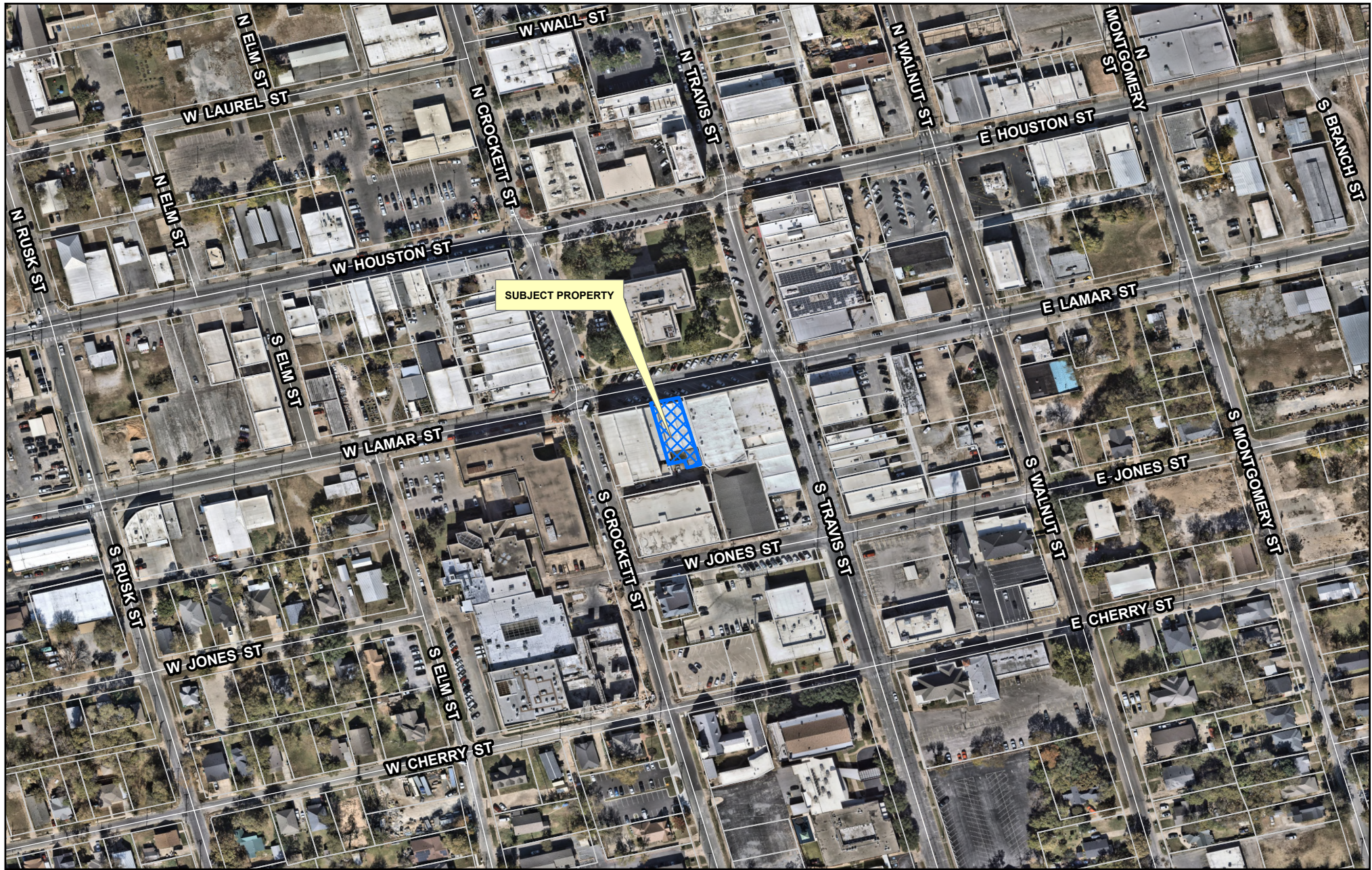
3) A tract 10 x 26 feet out of the Southeast Corner of said Lot 3, Block 7, as excepted in the Warranty Deed from Walter C. Jones and wife, Bettie Jones to Maggie Jones dated the 6th day of December, 1941, and recorded in Volume 430, page 386, Deed Records, Grayson County, Texas.

A.28



EXHIBIT C



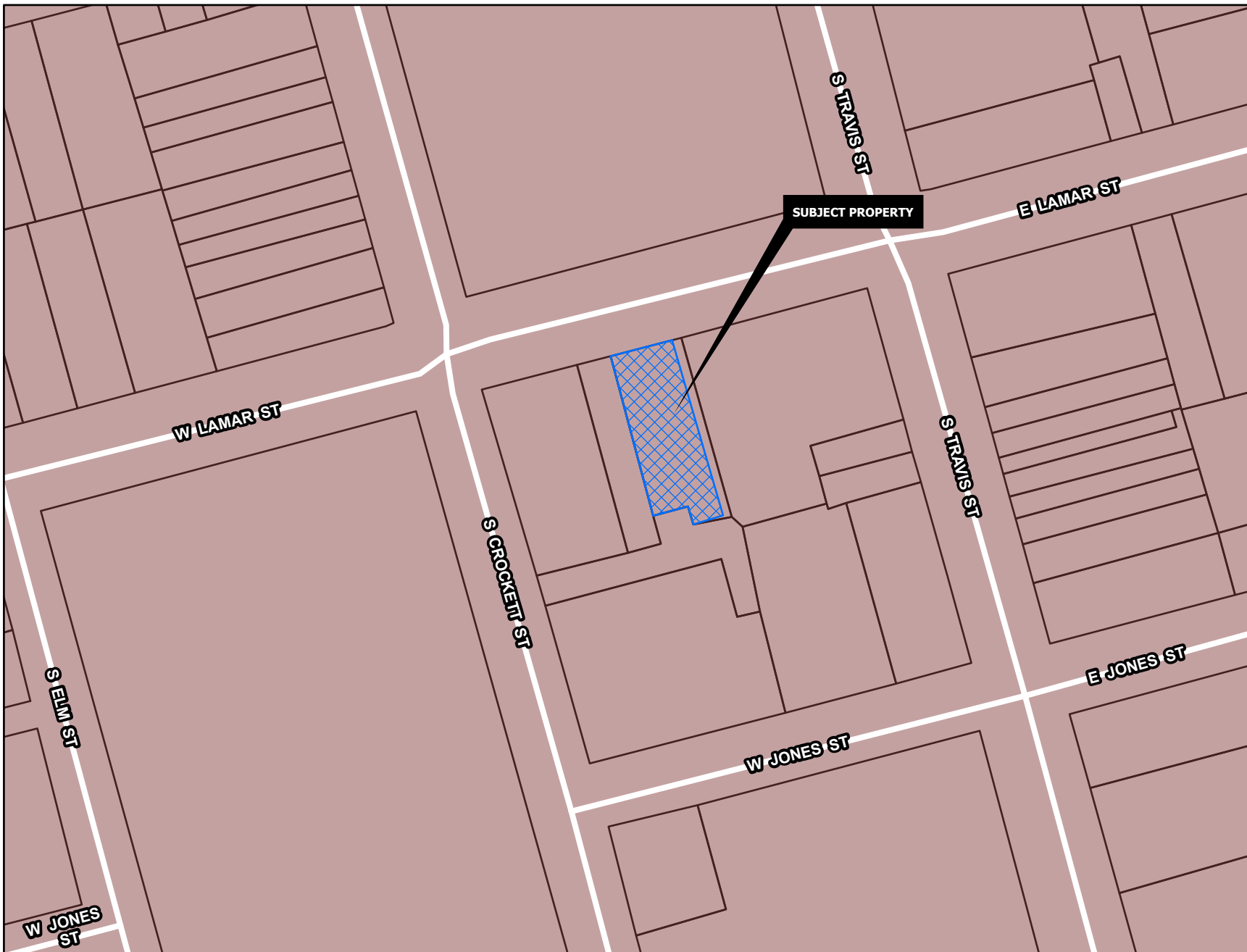




Planning & Zoning	R-4 Patio Home Residential	C-O Office
R-A Residential Agricultural	R-2F Duplex Residential	C-1 Retail Business
R-E Estate Residential	R-TH Townhome Residential	C-2 General Commercial
R-12 Single Family Residential	MF-15 Multi-Family Residential	M-1 Light Manufacturing
R-6 Single Family 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
112 W LAMAR ST





DOWNTOWN

Intent & Character

The Downtown category is intended to promote the redevelopment of Downtown Sherman. This area has many aspects to consider like mix of uses, historic and cultural elements, aging buildings and infrastructure, and the pedestrian experience. This area should be guided by a Downtown Master Plan that provides uniquely tailored action steps for the area.

Appropriate Land Use Types

- Residential (upper-story, multi-family)
- Retail and Restaurants
- Entertainment
- Office (preferably on the second floor and above)

Compatible Zoning Districts

- Multi-Family Residential (MF-15 and MF-30)
- Office
- Retail Business
- Neighborhood Commercial

Considerations

- Land uses in downtown should be balanced to promote activity during business and evening hours.
- Residential should be encouraged to support non-residential uses.
- Public facility uses should not be expanded and should be relocated if located in a part of downtown that would be better served by a more dynamic use.





NOTICE OF SPECIFIC USE PERMIT REQUEST

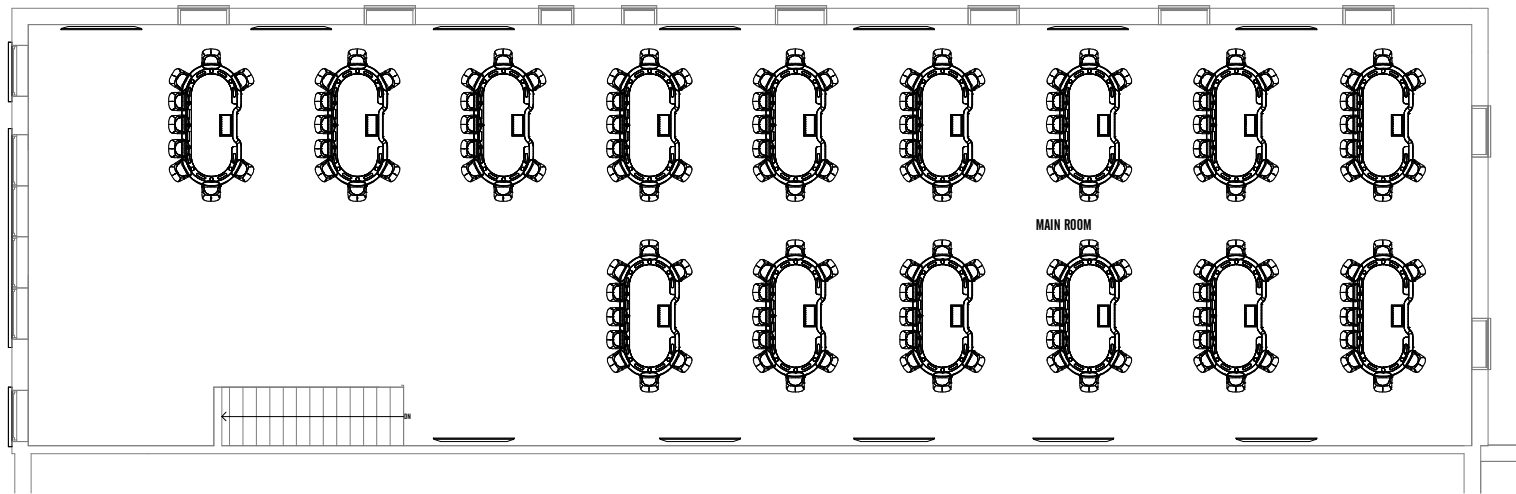
PROJECT #: 000395-2026

**FOR MORE INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7210**

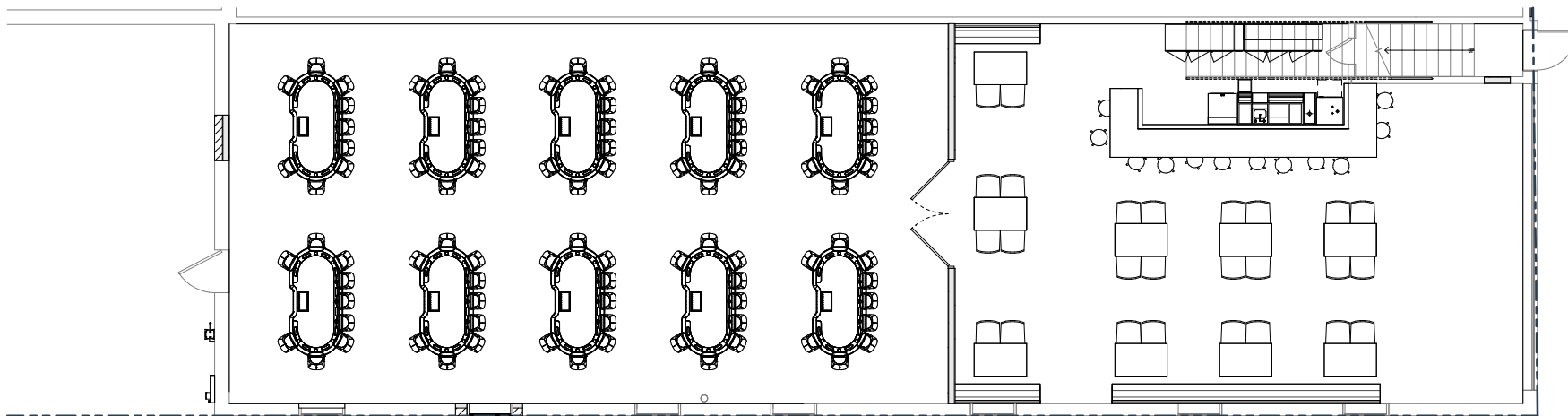


112 W LAMAR ST

Upscale full-service bar and lounge with attached Gaming (Card) room used to host legal card games. Total of 16 tables seating 9 players each with a professional dealer at each (illustration attached), for a total of 144 players plus staff, with a check-in area and private VIP game tables.



1 LEVEL 2 FLOOR PLAN
1/4" = 1'-0"



2 LEVEL 1 FLOOR PLAN
1/4" = 1'-0"



A901 | **SHOWDOWN AT THE SQUARE**
RENDERINGS | 05.05.2026





A902 | **SHOWDOWN AT THE SQUARE**
RENDERINGS | 05.05.2026





City Council Regular Meeting

Agenda Item No. D.4.

Meeting Date: 7/20/2026

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6953

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 18.3788 Acres Being A Part Of The E.N. Deaver Survey, Abstract No. 358, City Of Sherman, Grayson County, Texas, Located In The 5301 Block West Houston Street, Heretofore Zoned R-A (Residential Agriculture) District; Rezoning And Placing The Tract In The PD (Planned Development) District With A Base Zoning Of C-2 (General Commercial), Poufar Ventures (Owner), Flexd Development, LLC (Applicant) And Kimley-Horn (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 18.3788 acres of land located in the 5301 Block West Houston Street R-A (Residential Agricultural) District to PD (Planned Development) District for FLEXD Sherman with a base zoning of C-2 (General Commercial) District.

Background:

The property is located in the 5301 Block West Houston Street. The owner is requesting a Zone Change from R-A (Residential Agricultural) District to PD (Planned Development) District for FLEXD Sherman with a base zoning of C-2 (General Commercial) District and Site Plan Approval of FLEXD Sherman.

The proposed development will include 5 general commercial office/warehouse buildings with a total of 145,887 SF of floor area.

Capital Improvement Program:

N/A

Origination:

The request of Poufar Ventures (Owner), FLEXD Development, LLC (Applicant), and Kimley-Horn (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the June 16, 2026, regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6953
2. Exhibit A - Survey and Legal Description
3. Exhibit B - Development Standards
4. Exhibit C - Site Plan
5. Exhibit D - Building Elevations
6. Exhibit E - Landscape Plan
7. Location Map
8. Zoning Map
9. Future Landuse Map
10. Property Notification Sign
11. Project Narrative

ORDINANCE NO. 6953

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 18.3788 ACRES BEING A PART OF THE E.N. DEEVER SURVEY, ABSTRACT NO. 358, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 5301 BLOCK WEST HOUSTON STREET, HERETOFORE ZONED R-A (RESIDENTIAL AGRICULTURE) DISTRICT; REZONING AND PLACING THE TRACT IN THE PD (PLANNED DEVELOPMENT) DISTRICT WITH A BASE ZONING OF C-2 (GENERAL COMMERCIAL), POUFAR VENTURES (OWNER), FLEXD DEVELOPMENT, LLC (APPLICANT) AND KIMLEY-HORN (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located in the 5301 Block West Houston Street, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed as a PD (Planned Development) of FLEXD Sherman, 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,
- Exhibit C – Site Plan,
- Exhibit D – Building Elevations, and
- Exhibit E – Landscape Plan.

The Property shall be developed in compliance with the standards set forth herein, in Exhibit B, Exhibit C, Exhibit D, and Exhibit E 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, Exhibit C, Exhibit D, and Exhibit E shall prevail in that order.

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

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

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

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

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

section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

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

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

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

INTRODUCED on this the 20th day of July 2026.

ADOPTED on this the 20th day of July 2026.

EFFECTIVE DATE on this the 20th day of July 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

[illegible]

DWG NAME: K:\T\ SURVEY\000015007-FI EXD SHERMAN\DWG000015007-FI EXD SHERMAN\DWG AS - SIOAN TRACT DWG PLOTTED BY WARGO JOSH 4/3/2026 1:45 PM LAST SAVED 4/3/2026 1:45 PM

LEGAL DESCRIPTION

BEING a 18.3788 acre (800,580 square foot)) tract of land situated in the E.N. Deaver Survey, Abstract No. 358, City of Sherman, Grayson County, Texas, and being a portion of a called 11.71 acre tract of land described in Special Warranty Deed to Pourfar Ventures, LLC, as recorded in Instrument No. 2023-31228, Official Public Records, Grayson County, Texas, and being a portion of a called 15.0 acre tract of land described in Gift Deed to Troy D. Sloan as recorded in Volume 5992, Page 580, Deed Records, Grayson County, Texas, said tract being more particularly described as follows:

COMMENCING at 1/2-inch iron rod with cap found for the northwest corner of the said called 15.0 acre tract and being in Elliott Road;

THENCE North 88°45'56" East, along the north line of the said called 15.0 acre tract, and along said road, a distance of 368.02 feet to a mag nail with washer stamped "KHA" set for the **POINT OF BEGINNING**;

THENCE North 88°45'56" East, continuing along the said north line, and along said road, a distance of 275.11 feet to a mag nail with washer stamped "KHA" set at the northeast corner of the said called 15.0 acre tract of land, and being at the northwest corner of said called 11.71 acre tract;

THENCE North 88°47'34" East, along the north line of the said called 11.71 acre tract, a distance of 309.66 feet to a mag nail with washer stamped "STV" found at the northwest corner of a called 1.387 acre tract of land described in deed to City of Sherman, as recorded in Instrument No. 2018-9178, Official Public Records, Grayson County, Texas, and being in the west right-of-way line of Friendship Road;

THENCE South 05°02'38" East, departing the said north line, and along the said west right-of-way line, a distance of 124.00 feet to a 5/8-inch iron rod with cap stamped "STV" found for corner at the beginning of a tangent curve to the right with a radius of 807.00 feet, a central angle of 03°33'35", and a chord bearing and distance of South 03°15'50" East, 50.13 feet;

THENCE in a southerly direction, continuing along the said west right-of-way line, with said tangent curve to the right, an arc distance of 50.14 feet to a 5/8-inch iron rod with cap stamped "STV" found for corner;

THENCE South 01°29'02" East, continuing furthermore along the said west right-of-way line, a distance of 1,029.76 feet to a 5/8-inch iron rod with cap stamped "KHA" set at the southwest corner of the said called 1.387 acre tract, and being in the north line of the aforementioned called 0.053 acre tract, and being in the aforementioned north right-of-way line of Highway 56;

THENCE South 74°54'49" West, along said north line, and along said north right-of-way line, at a distance of 410.80 feet passing 5/8-inch iron rod with cap stamped "KHA" set at the northeast corner of a called 0.028 acre tract described in General Warranty Deed to City of Sherman, Texas as recorded in Volume 5892, Page 513, said Deed Records, and continuing in all a total distance of 653.78 feet to a 1/2-inch iron rod with cap found for corner at the northwest corner of said called 0.028 acre tract, and being in the west line of said called 15.0 acre tract;

(CONTINUED ON SHEET 2)

ZONING EXHIBIT
E.N. DEAVER SURVEY,
ABSTRACT No. 358
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102

FIRM # 10194040

Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DMD	JDW	04/08/2026	060015807	1 OF 3

THENCE North 07°25'37" West, departing the said north right-of-way line and along the west line of the said called 15.0 acre tract, a distance of 575.50 feet to a 1/2-inch iron rod found for an interior corner of the said called 15.0 acre tract and being at the northeast corner of a called 5.0 acre tract of land described in deed to Troy Sloan as recorded in Volume 5025, Page 102, said Deed Records;

THENCE North 02°02'57" East, a distance of 22.39 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner;

THENCE North 88°30'58" East, a distance of 99.64 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner;

THENCE North 01°29'02" West, a distance of 765.32 feet to the **POINT OF BEGINNING** and containing 800,580 square feet or 18.3788 acres of land, more or less.

NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).
A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the zoning tract.


JOSHUA D. WARGO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6391
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
josh.wargo@kimley-horn.com



ZONING EXHIBIT
E.N. DEAVER SURVEY,
ABSTRACT No. 358
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

					
801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511 www.kimley-horn.com					
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DMD	JDW	04/08/2026	060015807	2 OF 3

FLEXD – SHERMAN PD 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:

A. Base District:

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

B. Use Regulations:

In addition to those uses indicated as being permitted in the C-2 (general commercial) district in Article 14.10 (use chart) of the City of Sherman Zoning Ordinance, the Property shall be subject to the additional permitted use regulations set forth in the Use Chart below.

Use Type	FLEXD - SHERMAN
Agricultural Uses:	
Farm equipment sales, service, repairs, feed store	P
Educational and Institutional Uses:	
School, commercial or trade	P
Recreation and Entertainment Uses:	
Community center	SUP
Commercial, Retail, and Service Uses:	
Automobile laundry, carwash	[1]
Automobile service station	[2]
Contractors or construction offices, equipment sales, service, rental and repair, with outdoor storage	[3]
Furniture and appliance sales; custom upholstery, not automobile related	P
Greenhouse, plant nursery, or garden center	P
Restaurant (inside service only)	P
Taxidermist	P
Wholesale establishment, including storage	P
Manufacturing and Industrial Uses:	

Carpets, manufacture and cleaning	P
Food products, manufacturing, processing, or storage	P
Furniture and upholstery manufacturing	P
Heavy equipment, storage, repair and sales, earth moving	SUP
Industrial and manufacturing plants (apparel, drugs and pharmaceuticals, electronic, plastic, or similar products manufacture)	P
Industrial and manufacturing plants (automobiles, motorcycles, trucks or trailers, boats, vehicles parts or similar products manufacture)	P
Laundry cleaning plant	SUP
Machine shop or welding	P
Outdoor storage	[3]
Portable storage containers	[3]
Trucking, carting, crating, express handling, and storage	P
Warehousing	P

Legend for Use Chart

P – Use is permitted by right in district indicated.

[BLANK] – Use is prohibited in district indicated.

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

[1] – *Automobile laundry, carwash* – Automobile laundry, carwash uses contained within a building and without a tunnel or drive through operation are permitted by right in this district. Automobile laundry, carwash uses with a tunnel or drive through operation shall comply with the C-2 (general commercial) district regulations.

[2] – *Automobile service station* – Electric Vehicle (EV) charging stations are permitted by right in this district. Automobile service station uses with fuel pumps, fuel tanks, and fuel exhaust are permitted with a specific use permit.

[3] – *Outdoor storage & portable storage containers* – Outdoor storage and portable storage containers as a primary or accessory use for the storing of business property is permitted by right in this district and may be located in the side and rear yard of a lot, so long as a minimum six (6) foot fence comprised of vinyl coated chain link material with privacy slats shall be provided to screen outdoor storage areas.

C. District Regulations:

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

1. Building Setbacks. The minimum building setbacks are as follows:

1. *Front setbacks.* Minimum front setback shall not be less than:
 - W. Houston Street (SH 56): 60'

- Friendship Road: 25'
 - Elliott Road: 25'
2. *Side and rear setbacks.* Minimum side and rear setback shall not be less than 15 feet.
- Where the Property abuts a residential district, the side or rear yard setback shall not be less than 15 feet.
 - Fencing, screening, retaining walls, and outdoor storage areas may project into the side yard.
2. Fences and Screening Devices. Except as otherwise provided, fencing and screening shall be in accordance with Section 14.04.004 of the City of Sherman Zoning Ordinance.
1. *Fencing and screening of outdoor storage areas.* A minimum six (6) foot fence comprised of vinyl coated chain link material with privacy slats shall be provided to screen outdoor storage areas.
2. *Loading docks.* Freight docks, service bays, loading docks, truck berths and heavy storage areas shall be screened from all abutting uses, except when the abutting use is determined to be of equal or greater intensity. The aforementioned areas shall be screened, so as to provide limited visibility from all thoroughfares.
3. Landscaping Requirements. Except as otherwise provided, landscaping requirements shall be in accordance with Section 14.04.006 of the City of Sherman Zoning Ordinance.
1. *Landscape buffers.* Street perimeter buffer areas shall provide one (1) shade tree and (1) ornamental tree per 1,000 square feet of buffer area (excluding any undisturbed areas with adequate tree cover).
2. *Landscape areas.* Parking lots located on the rear façade of a building shall be exempt from the requirements of Section 14.04.006(d)(2) of the City of Sherman Zoning Ordinance.
4. Parking Regulations. Except as provided below, required off-street parking shall comply with Section 14.04.003 of the City of Sherman Zoning Ordinance.
1. A required parking space may be a minimum of nine (9) feet wide and eighteen (18) feet long when possible for a vehicle to overhang the front of a parking space that has a sidewalk with a minimum width of five (5) feet.
5. Signs. Except as otherwise provided, signs shall comply with Section 14.07.009 of the City of Sherman Zoning Ordinance.
1. *Monument signs.*
- Three (3) monument signs are permitted in this district. A maximum of two (2) monument sign is permitted per public street frontage.

- Monument signs shall include a landscaped, stone-based feature. All monument sign bases shall be constructed of similar material as the front building facade on the same site.
 - Signs may have a maximum 100 square foot sign area and shall not exceed ten (10) feet in height. Height is measured from the grade of the fronting street.
 - Minimum setback for signs shall be ten (10) feet from the property line. Monument signs shall not obstruct the view of turning traffic. Variances to the sight distance requirements may be approved by the city engineer, subject to specific engineering criteria such as design speed, traffic control, and other site conditions.
 - Approval of a sign encroachment agreement is required before a freestanding sign may be constructed within any easements. Only signs with a slab or approved spread footing foundation will be permitted within a utility easement. Signs requiring piers will not be permitted within a utility easement.
6. Façade Requirements. All façade and building elevations shall comply with the requirements provided below.
1. *Front façade.* Front façades, excluding door and window openings, shall have a minimum of thirty-nine (39%) split-face block, structural brick, or burnished block/form concrete. The remaining front façade may be constructed with a maximum of:
 - Forty-four percent (44%) of painted concrete tilt-wall.
 - Eighteen percent (18%) prefinished or painted metal.
 2. *Side façades.* Side façades, excluding door and window openings, shall have a minimum of eighty percent (80%) burnished or formed concrete base, split-face block, structural brick, or other masonry material. The remaining side façade may be constructed with split-face CMU, painted concrete tilt wall, prefinished or painted metal, and/or painted or integral plaster.
 3. *Rear façades.* Rear façades, excluding door and window openings, may be constructed with burnished or formed concrete base, split-face block, structural brick, other masonry material, split-face CMU, painted concrete tilt wall, prefinished or painted metal, and/or painted or integral plaster.
 4. The following materials are permitted for roofs:
 - Standing seam metal;
 - Corrugated metal;
 - Flat roofs that include a parapet on the roofline facing a public street;
 - Flat roofs that include a cornice treatment on the roofline facing a public street; and
 - Single-ply membrane roofing.
 - Built-up or Modified Bitumen Roofing

5. Galvanized steel, or other bright metal, wood or plastic siding, cementitious siding, unfinished concrete block, exposed aggregate, wood roof shingles and reflective glass are all prohibited as building materials.

EXHIBIT C - SITE PLAN

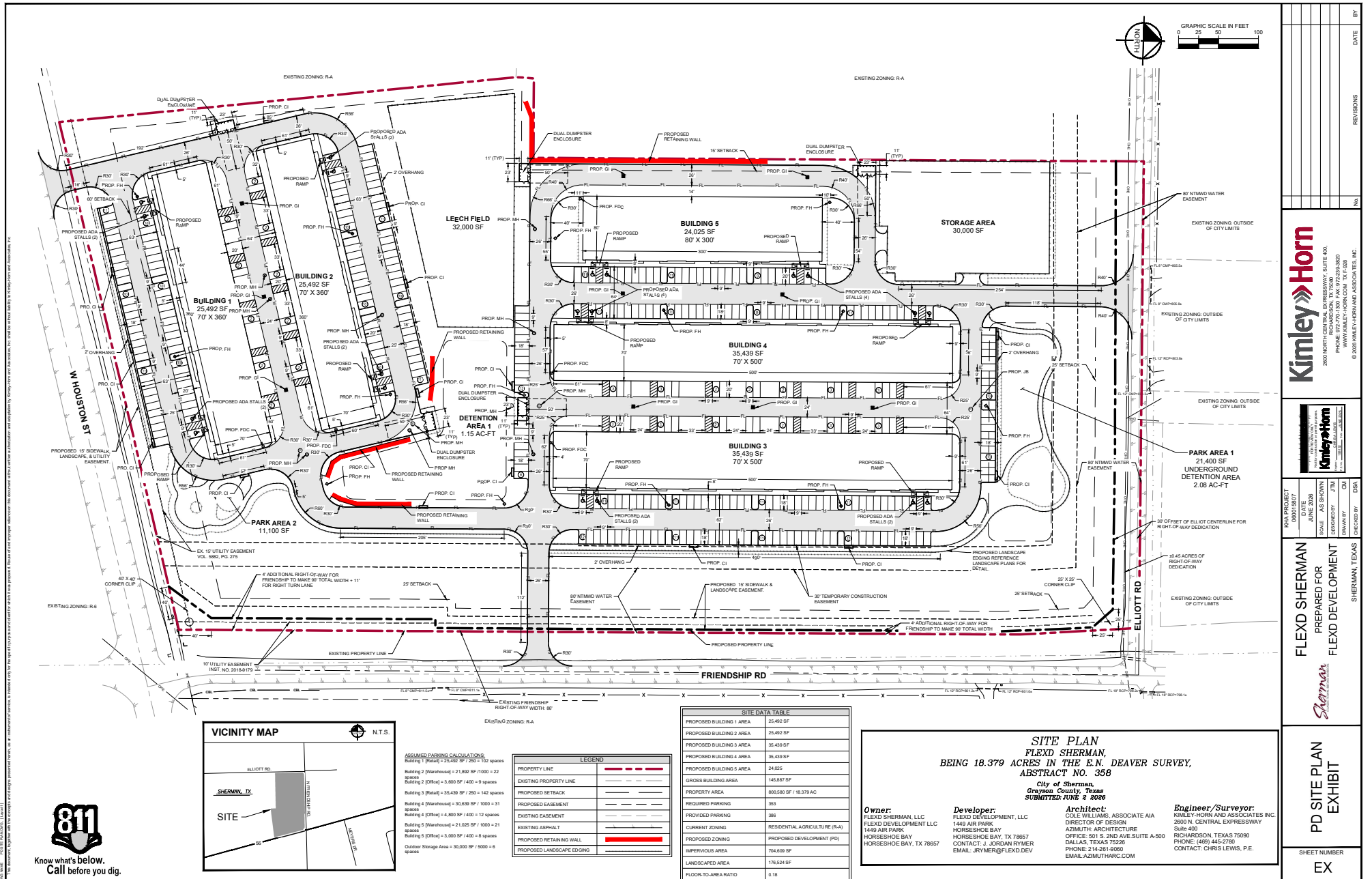
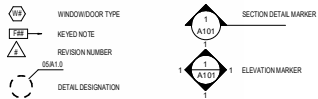
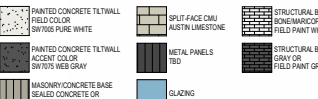


EXHIBIT D - BUILDING ELEVATIONS

ELEVATION SYMBOLS LEGEND:



ELEVATION PATTERN LEGEND:



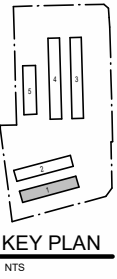
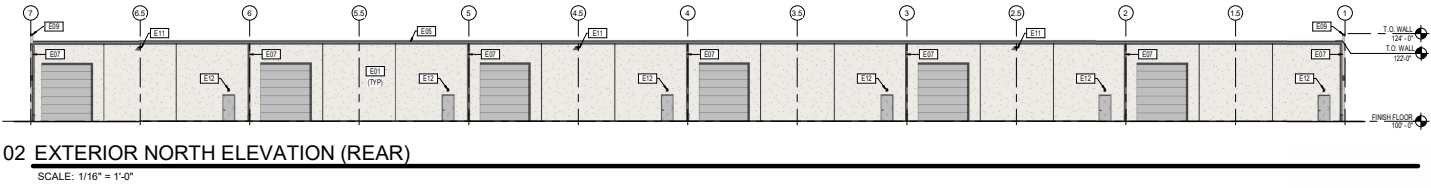
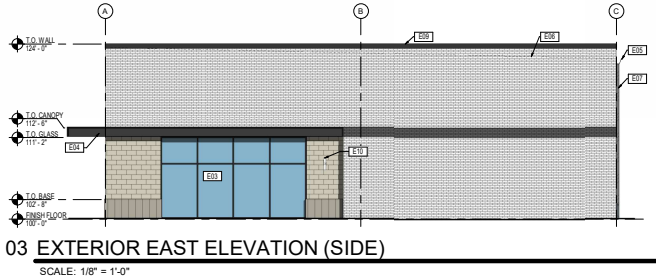
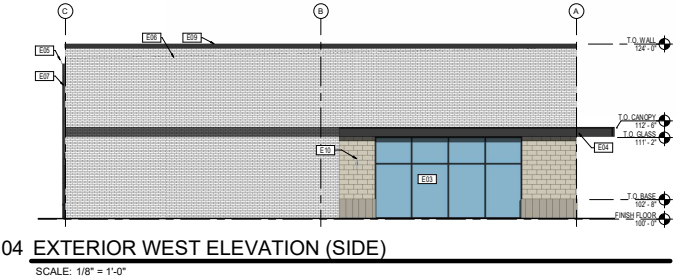
ELEVATION KEYED NOTES:

- E01 PAINTED CONCRETE TILT WALL
- E02 MASONRY CONTROL JOINT
- E03 ALUMINUM & GLASS STOREFRONT
- E04 PAINTED STEEL CANOPY
- E05 CONTINUOUS GUTTER
- E06 LINE OF ROOF BEYOND
- E07 DOWNSPOUT
- E08 NOT USED
- E09 METAL COPING TO MATCH CANOPY FINISH
- E10 ACCENT LIGHT FIXTURE
- E11 WALL PACK MOUNTED AT 36" AFF (TYP)(UNG)
- E12 EXTERIOR EGRESS FIXTURE MOUNTED AT 6'-0" AFF (TYP)(UNG)(REF ELEC FOR SPIC)
- E13 18" BLACK ADDRESS LETTERS

BUILDING 1 MATERIAL CALCULATIONS										
Facade	Total Area	Glass/Openings Area	G/O %	Concrete Area	Concrete %	Split-Face CMU Area	CMU %	Structural Brick Area	S.B. %	Metal Area
North	7,891 SF	1,160 SF	14.7%	6,731 SF	100.0%	-	-	-	-	-
South	9,251 SF	1,489 SF	16.1%	3,064 SF	39.7%	2,055 SF	26.3%	1,176 SF	15.0%	1,264 SF
East	1,880 SF	223 SF	13.3%	-	-	199 SF	7.3%	1,317 SF	96.4%	-
West	1,880 SF	223 SF	13.3%	-	-	106 SF	7.3%	1,317 SF	96.4%	-
Overall Bldg	30,442 SF	3,095 SF	10.1%	9,795 SF	30.1%	3,267 SF	10.7%	3,810 SF	12.5%	1,264 SF

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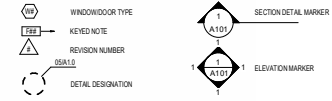
SHEET CONTENTS:
EXTERIOR ELEVATIONS

DATE: June 2, 2026
SHEET:

A7.10
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EXHIBIT D - BUILDING ELEVATIONS

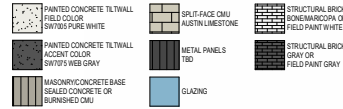
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ELEVATION KEYED NOTES:

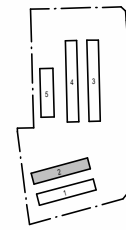
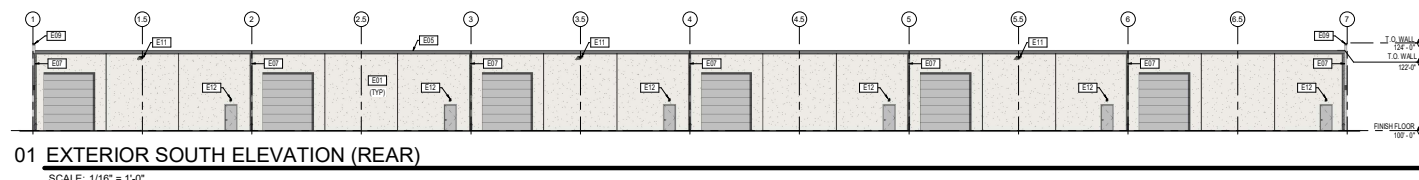
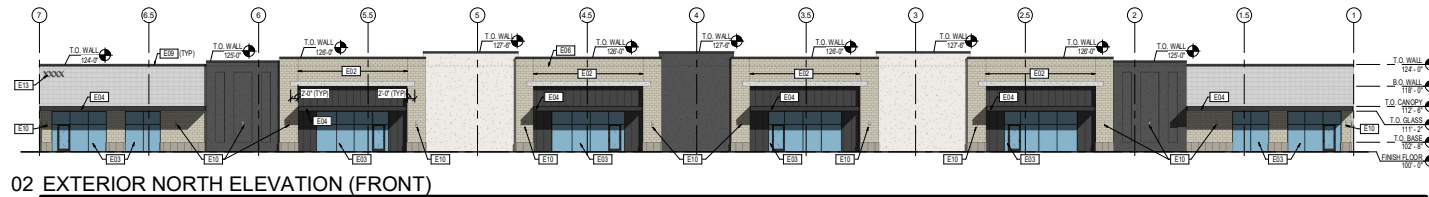
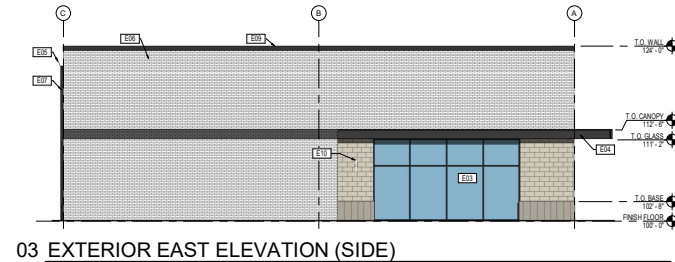
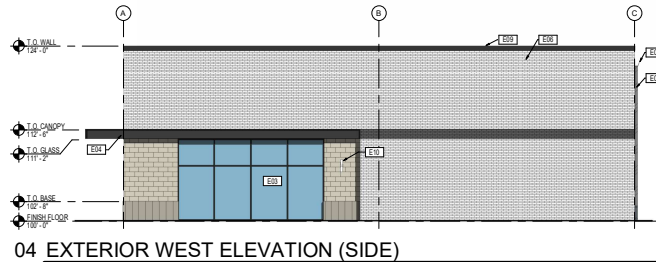
- E01 PAINTED CONCRETE TILT WALL
- E02 MASONRY CONTROL JOINT
- E03 ALUMINUM & GLASS STOREFRONT
- E04 PAINTED STEEL CANOPY
- E05 CONTINUOUS GUTTER
- E06 LINE OF ROOF BEYOND
- E07 DOWNSPOUT
- E08 NOT USED
- E09 METAL COPING TO MATCH CANOPY FINISH
- E10 ACCENT LIGHT FIXTURE
- E11 WALL PACK MOUNTED AT 30' AFF (TYP) (AND)
- E12 EXTERIOR EGRESS FIXTURE MOUNTED AT 6'-0" AFF (TYP) (AND) (REF ELEC FOR SPEC)
- E13 18" BLACK ADDRESS LETTERS

ELEVATION PATTERN LEGEND:



BUILDING 2 MATERIAL CALCULATIONS

Facade	Total Area	Glass/Openings Area	GOM	Concrete Area	Concrete %	Spilt-face CMU Area	CMU %	Structural Brick Area	SB %	Metal Area	Metal %	Base Area	Base %
North	9,231 SF	1,448 SF	15.7%	3,054 SF	33.1%	2,055 SF	22.3%	1,178 SF	12.7%	1,264 SF	13.7%	223 SF	2.4%
South	7,881 SF	1,160 SF	14.7%	6,721 SF	85.3%	-	-	-	-	-	-	-	-
East	1,880 SF	223 SF	11.9%	-	-	158 SF	8.4%	1,317 SF	69.5%	-	-	34 SF	1.8%
West	1,880 SF	223 SF	11.9%	-	-	158 SF	8.4%	1,317 SF	69.5%	-	-	34 SF	1.8%
Overall Bldg	30,452 SF	3,055 SF	10.0%	9,785 SF	32.1%	2,213 SF	7.3%	5,812 SF	19.1%	1,298 SF	4.3%	291 SF	1.0%



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SHEET CONTENTS:
EXTERIOR
ELEVATIONS

DATE: June 2, 2026

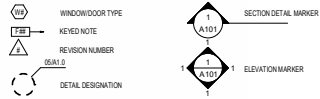
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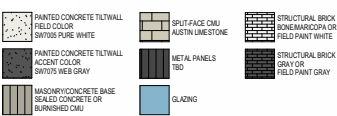
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EXHIBIT D - BUILDING ELEVATIONS

ELEVATION SYMBOLS LEGEND:



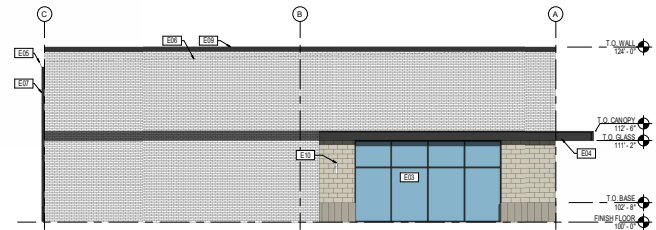
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ELEVATION KEYED NOTES:

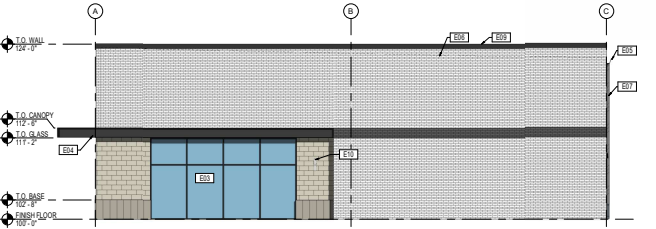
- E01 PAINTED CONCRETE TILT WALL
- E02 MASONRY CONTROL JOINT
- E03 ALUMINUM & GLASS STOREFRONT
- E04 PAINTED STEEL CANOPY
- E05 CONTINUOUS GUTTER
- E06 LINE OF ROOF BEYOND
- E07 DOWNSPOUT
- E08 NOT USED
- E09 METAL COPING TO MATCH CANOPY FINISH
- E10 ACCENT LIGHT FIXTURE
- E11 WALL PACK MOUNTED AT 30' AFF (TYP)(UNC)
- E12 EXTERIOR EGRESS FIXTURE MOUNTED AT 8' AFF (TYP)(UNC) (REF ELEC FOR SPEC)
- E13 18" BLACK ADDRESS LETTERS

BUILDING 3 MATERIAL CALCULATIONS											
Facade	Total Area	Glass/Opening Area	GO%	Concrete Area	Concrete%	Split-face CMU Area	CMU %	Structural Brick Area	S.B.%	Metal Area	Metal%
North	1,880 SF	223 SF	13.3%	-	-	108 SF	7.3%	1,317 SF	89.4%	-	-
South	1,880 SF	223 SF	13.3%	-	-	108 SF	7.3%	1,317 SF	89.4%	-	-
East	12,965 SF	1,886 SF	14.6%	4,807 SF	43.4%	2,911 SF	26.3%	1,178 SF	10.6%	1,886 SF	17.2%
West	10,871 SF	1,546 SF	14.1%	9,425 SF	100.0%	-	-	-	-	-	-
Overall Bldg	37,291 SF	3,886 SF	12.5%	14,232 SF	38.2%	4,019 SF	10.8%	2,495 SF	6.7%	3,886 SF	10.4%



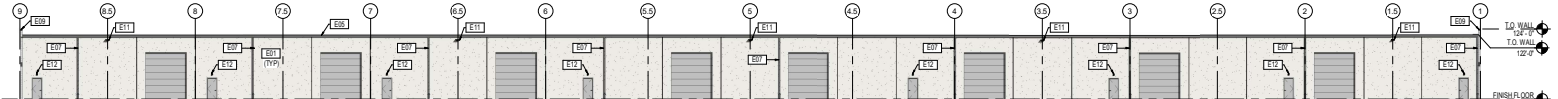
04 EXTERIOR SOUTH ELEVATION (SIDE)

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



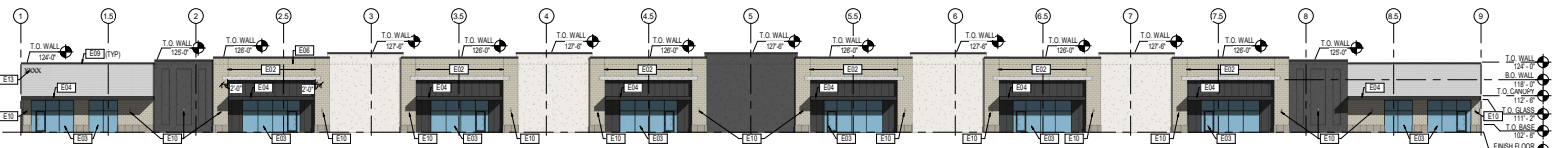
03 EXTERIOR NORTH ELEVATION (SIDE)

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



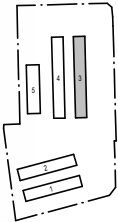
02 EXTERIOR WEST ELEVATION (REAR)

SCALE: 1" = 20'-0"



01 EXTERIOR EAST ELEVATION (FRONT)

SCALE: 1" = 20'-0"



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SHEET CONTENTS:
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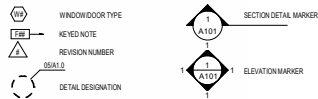
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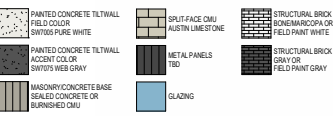
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EXHIBIT D - BUILDING ELEVATIONS

ELEVATION SYMBOLS LEGEND:



ELEVATION PATTERN LEGEND:



ELEVATION KEYED NOTES:

- E01 PAINTED CONCRETE TILT WALL
- E02 MASONRY CONTROL JOINT
- E03 ALUMINUM & GLASS STOREFRONT
- E04 PAINTED STEEL CANOPY
- E05 CONTINUOUS GUTTER
- E06 LINE OF ROOF BEYOND
- E07 DOWNSPOUT
- E08 NOT USED
- E09 METAL COPING TO MATCH CANOPY FINISH
- E10 ACCENT LIGHT FIXTURE
- E11 WALL PACK MOUNTED AT 30' AFF. (TYP)(UNC)
- E12 EXTERIOR EGRESS FEATURE MOUNTED AT 8'-0" AFF. (TYP)(UNC) (REF ELEC FOR SPEC)
- E13 18" BLACK ADDRESS LETTERS

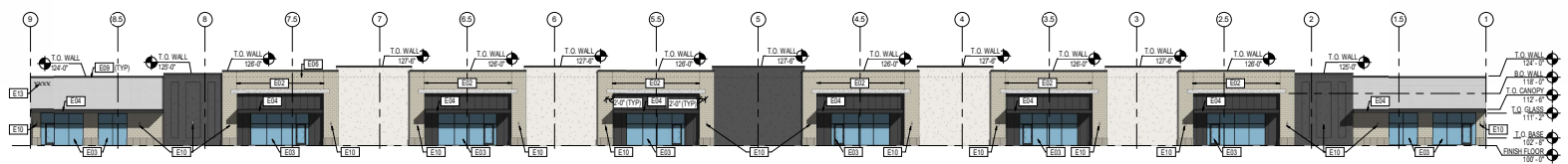
BUILDING 4 MATERIAL CALCULATIONS											
Facade	Total Area	Glass/Opening Area	GO%	Concrete Area	Concrete %	Split-face CMU Area	CMU %	Structural Brick Area	S.B. %	Metal Area	Metal %
North	1,880 SF	223 SF	13.3%	-	-	108 SF	7.3%	1,317 SF	90.4%	-	-
South	1,880 SF	223 SF	13.3%	-	-	108 SF	7.3%	1,317 SF	90.4%	-	-
East	10,871 SF	1,540 SF	14.1%	9,425 SF	100.0%	-	-	-	-	-	-
West	12,865 SF	1,886 SF	14.6%	4,807 SF	43.4%	2,911 SF	26.3%	1,178 SF	10.6%	1,886 SF	17.2%
Overall Bldg	27,296 SF	3,868 SF	15.2%	16,322 SF	93.8%	1,123 SF	11.5%	2,814 SF	10.7%	1,886 SF	17.5%



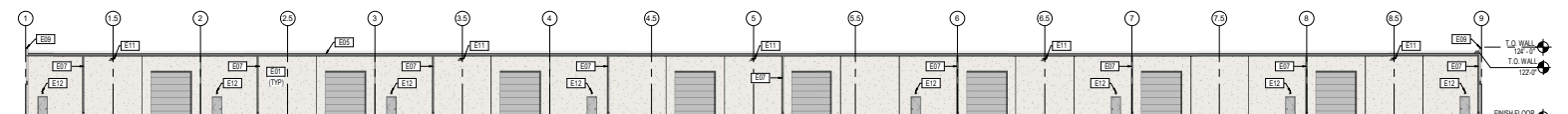
04 EXTERIOR SOUTH ELEVATION (SIDE)
SCALE: 1/8" = 1'-0"



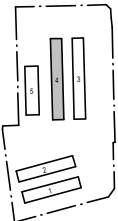
03 EXTERIOR NORTH ELEVATION (SIDE)
SCALE: 1/8" = 1'-0"



02 EXTERIOR WEST ELEVATION (FRONT)
SCALE: 1" = 20'-0"



01 EXTERIOR EAST ELEVATION (REAR)
SCALE: 1" = 20'-0"



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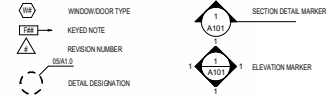
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EXHIBIT D - BUILDING ELEVATIONS

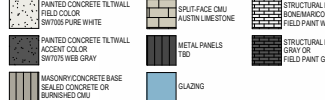
ELEVATION SYMBOLS LEGEND:



ELEVATION KEYED NOTES:

- E01 PAINTED CONCRETE TILT WALL
- E02 MASONRY CONTROL JOINT
- E03 ALUMINUM & GLASS STOREFRONT
- E04 PAINTED STEEL CANOPY
- E05 CONTINUOUS GUTTER
- E06 LINE OF ROOF BEYOND
- E07 DOWNSPOUT
- E08 NOT USED
- E09 METAL CORING TO MATCH CANOPY FINISH
- E10 ACCENT LIGHT FIXTURE
- E11 WALL PACK MOUNTED AT 30' AFF (7'6" UNQ)
- E12 EXTERIOR EGRESS FEATURE MOUNTED AT 8'4" AFF (7'6" UNQ) (REF ELEC FOR SPEC)
- E13 18" BLACK ADDRESS LETTERS

ELEVATION PATTERN LEGEND:



BUILDING 5 MATERIAL CALCULATIONS										
Facade	Total Area	Glass/Openings Area	G/O%	Concrete Area	Concrete %	Split-Face CMU Area	CMU %	Structural Brick Area	S.B. %	Metal Area
North	1,904 SF	223 SF	11.7%	-	-	107 SF	5.6%	1,540 SF	81.0%	-
South	1,904 SF	223 SF	11.7%	-	-	107 SF	5.6%	1,540 SF	81.0%	-
East	7,839 SF	1,226 SF	15.6%	2,470 SF	31.5%	1,624 SF	20.9%	1,178 SF	15.0%	948 SF
West	6,571 SF	966 SF	14.7%	5,885 SF	90.0%	-	-	-	-	-
Overall Bldg	16,818 SF	2,634 SF	15.6%	5,875 SF	32.0%	1,838 SF	11.0%	4,258 SF	25.3%	948 SF

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ELEVATIONS

DATE: June 2, 2026
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KEY PLAN

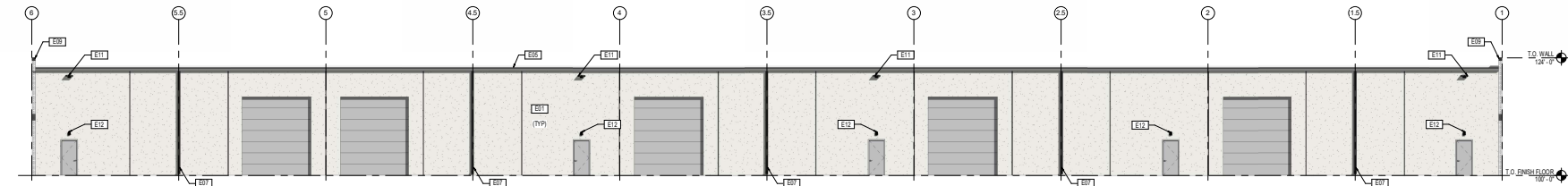
NTS

04 EXTERIOR SOUTH ELEVATION (SIDE)

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

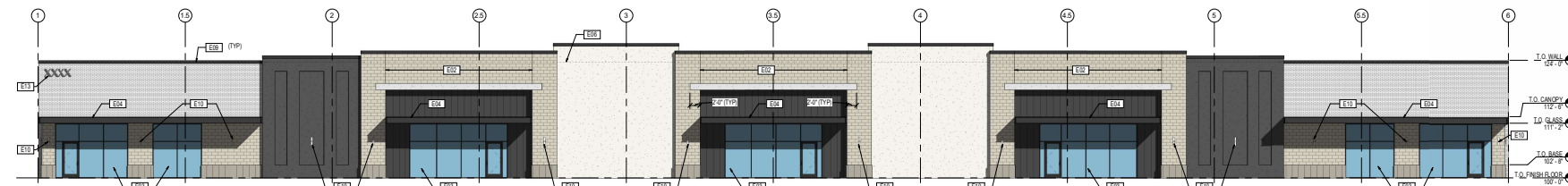
03 EXTERIOR NORTH ELEVATION (SIDE)

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



02 EXTERIOR WEST ELEVATION (REAR)

SCALE: 3/32" = 1'-0"

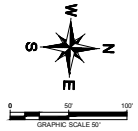
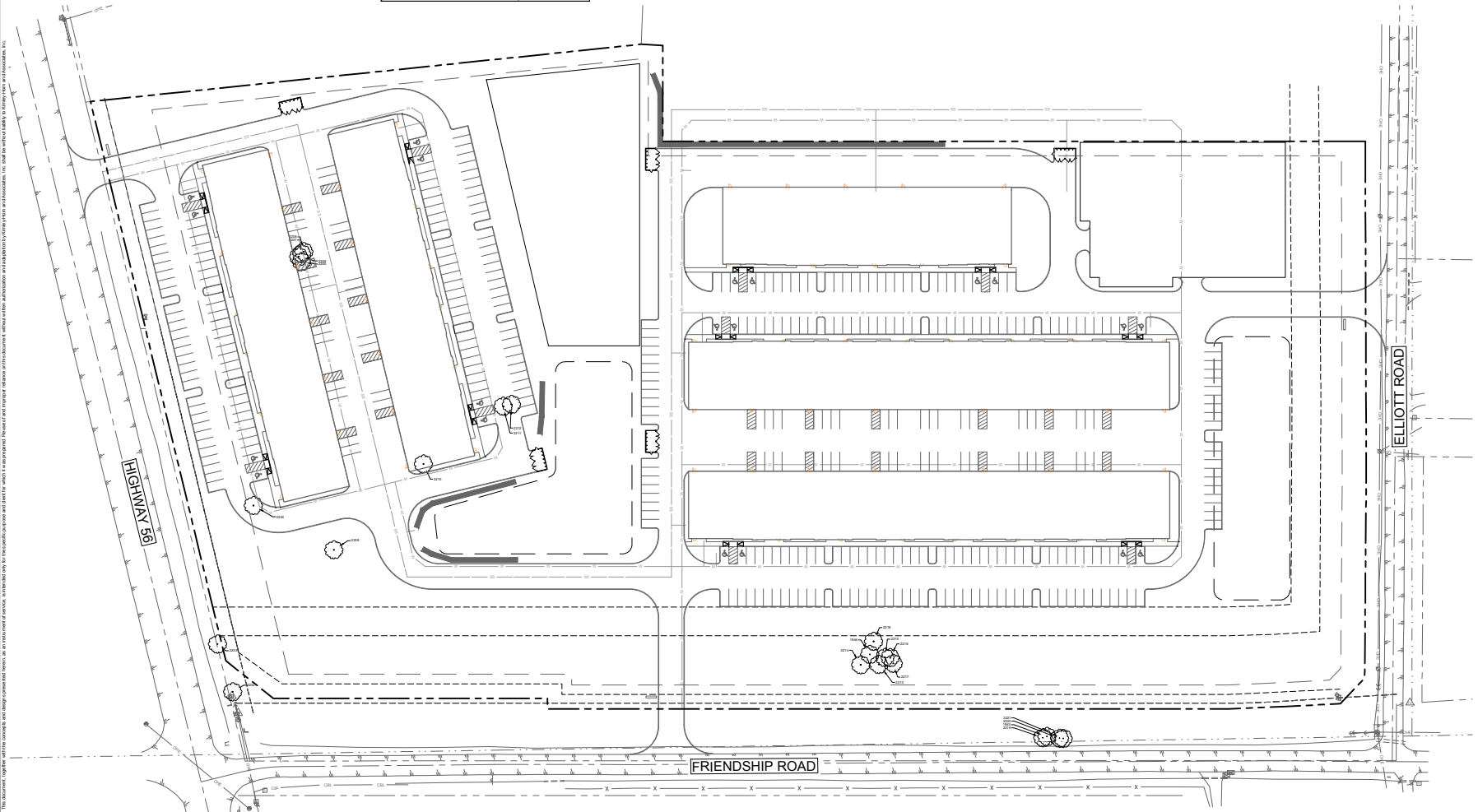


01 EXTERIOR EAST ELEVATION (FRONT)

SCALE: 3/32" = 1'-0"

EXHIBIT E - LANDSCAPE PLAN

TREE INVENTORY												
TAG#	TAG BY	DBH	COMMON NAME	SCIENTIFIC NAME	TRUNK	CONDITION	PRESERVE OR REMOVE	HERITAGE TREE	PROTECTED	CALIPER INCHES TO MITIGATE	TREE CREDIT	
2202	Gray Tag - Other	8	Sugar Hackberry	Celtis occidentalis	Single	Healthy	Preserve	No	No			
2203	Gray Tag - Other	8	Cedar	Juniperus virginiana	Single	Healthy	Preserve	No	No			
2204	Gray Tag - Other	26	Cedar	Juniperus virginiana	Single	Healthy	Remove	No	No			
2205	Gray Tag - Other	7	Sugar Hackberry	Celtis laevigata	Single	Healthy	Remove	No	No			
2206	Gray Tag - Other	24	Cedar	Juniperus virginiana	Single	Healthy	Remove	No	No			
2207	Gray Tag - Other	7	Hercules Club	Zanthoxylum clavicaule-thurcilli	Single	Healthy	Remove	No	No			
2208	Gray Tag - Other	2.5	Hercules Club	Zanthoxylum clavicaule-thurcilli	Multi-trunk	Healthy	Remove	No	No			
2209	Gray Tag - Other	6.5	Red Bud	Cornus canadensis	Single	Healthy	Remove	No	No			
2210	Gray Tag - Other	30	Cedar	Juniperus virginiana	Single	Healthy	Remove	No	No			
2211	Gray Tag - Other	25	Cedar	Juniperus virginiana	Single	Healthy	Remove	No	No			
2212	Gray Tag - Other	1.5	Hercules Club	Zanthoxylum clavicaule-thurcilli	Multi-trunk	Healthy	Remove	No	No			
2213	Gray Tag - Other	6.6	American Elm	Ulmus americana	Multi-trunk	Healthy	Remove	No	Yes			
2214	Gray Tag - Other	4.7	American Elm	Ulmus americana	Multi-trunk	Healthy	Remove	No	Yes			
2215	Gray Tag - Other	16	American Elm	Ulmus americana	Single	Healthy	Remove	No	Yes			
2216	Gray Tag - Other	5	American Elm	Ulmus americana	Multi-trunk	Healthy	Remove	No	Yes			
2217	Gray Tag - Other	5.5	American Elm	Ulmus americana	Multi-trunk	Healthy	Remove	No	No			
2218	Gray Tag - Other	6.25	American Elm	Ulmus americana	Multi-trunk	Healthy	Remove	No	Yes			
2219	Gray Tag - Other	12.25	Pecan	Carya albertana	Single	Healthy	Remove	No	Yes			
2220	Gray Tag - Other	16.25	Sugar hackberry	Celtis laevigata	Multi-trunk	Healthy	Preserve	No	No			
2021	Gray Tag - Other	8.25	Sugar hackberry	Celtis laevigata	Multi-trunk	Healthy	Preserve	No	No			
1943	Red Tag - Int	3	Sugar Hackberry	Celtis laevigata	Single	Healthy	Preserve	No	No			
1944	Red Tag - Int	2	American Elm	Ulmus americana	Single	Healthy	Remove	No	No			
								TOTAL CALIPER INCHES MITIGATED:				
								TOTAL TREE CREDIT:				

[illegible]

Kimley»»Horn
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PRELIMINARY

FOR REVIEW ONLY
Not for construction or permit purposes

Kinley-Horn

D.L.A. Anna M. Skarzynski
A. No. 2045 Date 04-20-2006

060015807	DATE
	JUNE 01, 2026
SCALE	AS SHOWN
DESIGNED BY	AMH
DRAWN BY	AEA
CHECKED BY	AMH

FLEXD SHERMAN
PREPARED FOR
FLEXD DEVELOPMENT

TREE SURVEY PLAN

SHEET NUMBER
L1.01

EXHIBIT E - LANDSCAPE PLAN

TREE INVENTORY												
TAG#	TAG BY	DBH	COMMON NAME	SCIENTIFIC NAME	TRUNK	CONDITION	PRESERVE OR REMOVE	HERITAGE TREE	PROTECTED	CALIPER INCHES TO MITIGATE	TREE CREDIT	
2202	Gray Tag - Other	8	Sugar Hackberry	Celtis occidentalis	Single	Healthy	Preserve	No	No			
2203	Gray Tag - Other	8	Eastern Red Cedar	Juniperus virginiana	Single	Healthy	Preserve	No	No			
2204	Gray Tag - Other	26	Eastern Red Cedar	Juniperus virginiana	Single	Healthy	Remove	No	No			
2205	Gray Tag - Other	7	Sugar Hackberry	Celtis laevigata	Single	Healthy	Remove	No	No			
2206	Gray Tag - Other	24	Eastern Red Cedar	Juniperus virginiana	Single	Healthy	Remove	No	No			
2207	Gray Tag - Other	7	Hercules Club	Zanthoxylum clava-herculis	Single	Healthy	Remove	No	No			
2208	Gray Tag - Other	2.5	Hercules Club	Zanthoxylum clava-herculis	Multi-trunk	Healthy	Remove	No	No			
2209	Gray Tag - Other	5.5	Red Bud	Cornus canadensis	Single	Healthy	Remove	No	No			
2210	Gray Tag - Other	36	Eastern Red Cedar	Juniperus virginiana	Single	Healthy	Remove	No	No			
2211	Gray Tag - Other	25	Eastern Red Cedar	Juniperus virginiana	Single	Healthy	Remove	No	No			
2212	Gray Tag - Other	5.5	Hercules Club	Zanthoxylum clava-herculis	Multi-trunk	Healthy	Remove	No	No			
2213	Gray Tag - Other	5.6	American Elm	Ulmus americana	Multi-trunk	Healthy	Preserve	No	No			
2214	Gray Tag - Other	4.7	American Elm	Ulmus americana	Multi-trunk	Healthy	Preserve	No	No			
2215	Gray Tag - Other	16	American Elm	Ulmus americana	Single	Healthy	Preserve	No	Yes		16	
2216	Gray Tag - Other	5	American Elm	Ulmus americana	Multi-trunk	Healthy	Preserve	No	No			
2217	Gray Tag - Other	5.5	American Elm	Ulmus americana	Multi-trunk	Healthy	Preserve	No	No			
2218	Red Tag - KH	8.25	American Elm	Ulmus americana	Multi-trunk	Healthy	Preserve	No	No			
2219	Gray Tag - Other	13.25	Pecan	Carya illinoensis	Multi-trunk	Healthy	Preserve	No	Yes		13.25	
2220	Gray Tag - Other	12.25	Sugar hackberry	Celtis laevigata	Multi-trunk	Healthy	Preserve	No	No			
2021	Gray Tag - Other	8.25	Sugar hackberry	Celtis laevigata	Multi-trunk	Healthy	Preserve	No	No			
1943	Red Tag - KH	3	Sugar Hackberry	Celtis laevigata	Single	Healthy	Preserve	No	No			
1944	Red Tag - KH	2	American Elm	Ulmus americana	Single	Healthy	Preserve	No	No			
TOTAL CALIPER INCHES MITIGATED:												
TOTAL TREE CREDIT:											29.25	

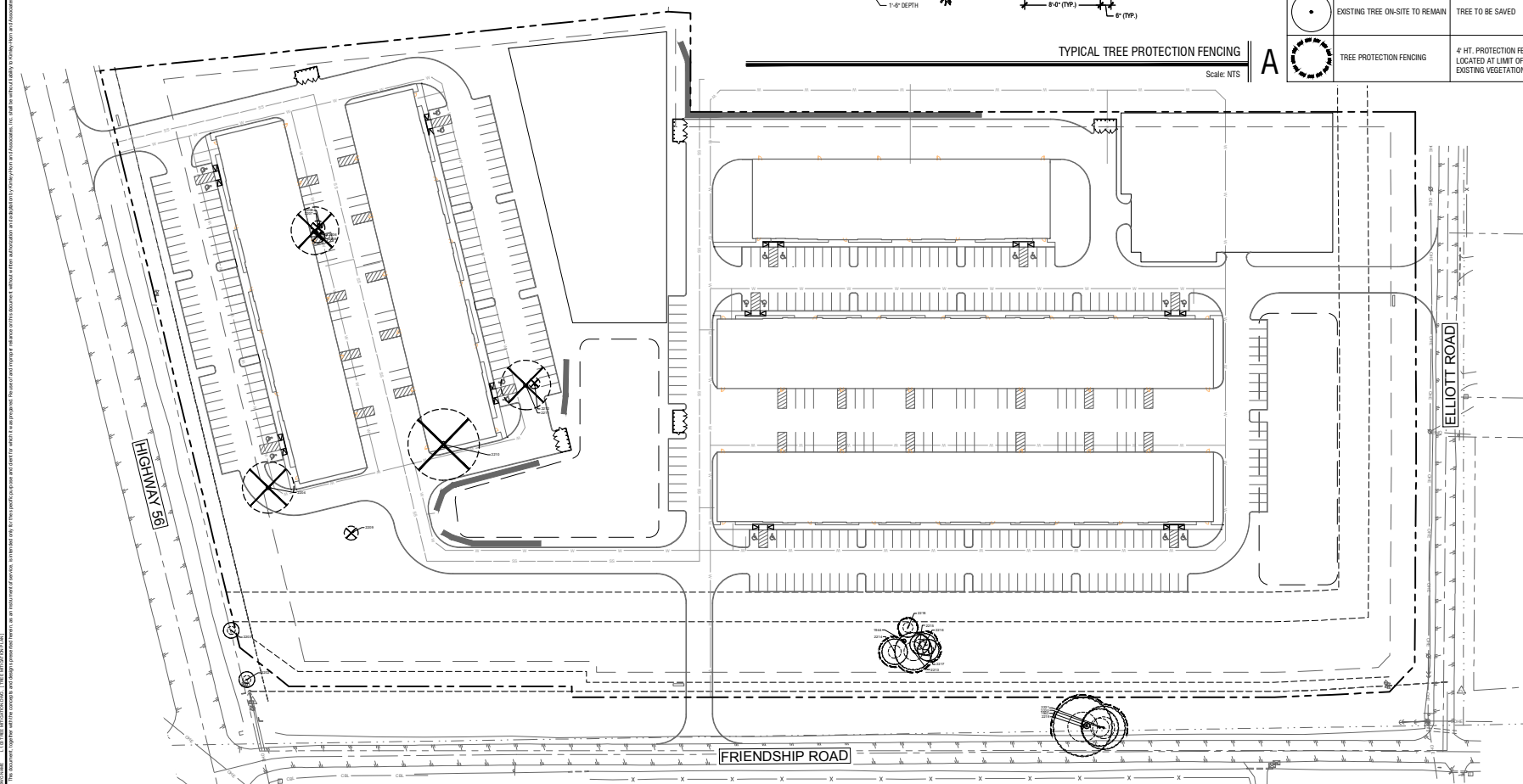
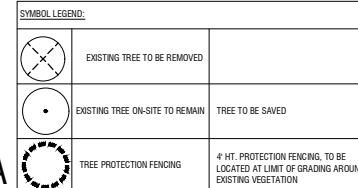
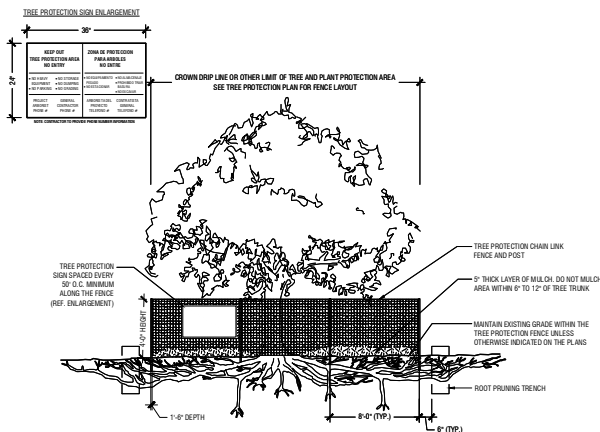


EXHIBIT E - LANDSCAPE PLAN

PLANTING NOTES:

- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, AND LINES IN THE FIELD PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADVISE THE LANDSCAPE ARCHITECT OF ANY CONDITION FOUND ON THE SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THESE DRAWINGS.
- ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AND MUST BE REPLACED WITH PLANT MATERIAL OF SAME VARIETY AND SIZE IF DAMAGED, DESTROYED, OR REMOVED. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING AND REMOVAL OF DEBRIS PRIOR TO PLANTING IN ALL AREAS.
- FINAL FINISH GRADING SHALL BE REVIEWED BY THE LANDSCAPE ARCHITECT. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL TOPSOIL REQUIRED TO CREATE A SMOOTH CONDITION PRIOR TO PLANTING.
- ALL PLANT QUANTITIES LISTED ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE FULL COVERAGE IN ALL PLANTING AREAS AS SPECIFIED IN THE PLANT SCHEDULE AND VERIFY ALL QUANTITIES.
- LANDSCAPE CONTRACTOR TO PROVIDE STEEL EDGING BETWEEN ALL PLANTING BEDS AND LAWN AREAS.
- ALL PLANT MATERIAL SHALL CONFORM TO THE SPECIFICATIONS AND SIZES GIVEN IN THE PLANT LIST AND SHALL BE NURSERY GROWN IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST EDITION, AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS. ANY PLANT SUBSTITUTION SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO PURCHASE.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ANY COORDINATION WITH OTHER CONTRACTORS ON SITE AS REQUIRED TO ACCOMPLISH ALL PLANTING OPERATIONS.
- ALL NEW PLANTING AREAS TO BE AMENDED PER SPECIFICATIONS.
- ANY PLANT MATERIAL THAT DOES NOT SURVIVE SHALL BE REPLACED WITH AN EQUIVALENT SIZE AND SPECIES WITHIN THIRTY (30) DAYS.
- PLANT MATERIAL SHALL BE PROVIDED IN A CONTINUOUS FORM OF THE PLANT EXCEPT AS NECESSARY TO ACHIEVE HEIGHT CLEARANCE FOR VISIBILITY AND PEDESTRIAN PASSAGE OR TO ACHIEVE A CONTINUOUS ORNAMENTAL HEDGE IF REQUIRED.
- LANDSCAPED AREAS SHALL BE KEPT FREE OF TRASH, WEEDS, DEBRIS, AND DEAD PLANT MATERIAL.
- ALL LIME STABILIZED SOIL, A NURSERY SELECT FILL FOR BUILDING SHALL BE REMOVED FROM PLANTING AREAS TO A DEPTH OF 24" & REPLACED WITH ORGANIC IMPORTED TOPSOIL FILL.
- TREES OVERHANGING PEDESTRIAN WALKWAYS AND PARKING SHALL HAVE A 7' MINIMUM CLEAR TRUNK HEIGHT TO MEET ACCESSIBILITY STANDARDS. TREES OVERHANGING PUBLIC STREETS, DRIVE ANGLES, AND FINE LANES SHALL HAVE A 14' MINIMUM CLEAR TRUNK HEIGHT.
- CONTRACTOR TO PROVIDE 12 MONTH WARRANTY AFTER ALL CONSTRUCTION IS COMPLETE.

MATERIAL LEGEND:

AGGREGATES

- AG-1**
TYPE: DECOMPOSED GRANITE
SIZE: 1" - 2" SIZE, 4" DEPTH
INSTALL: REFER DETAILS
SUPPLIER: ORGANIC RECYCLER, OR APPROVED EQUAL
CONTACT: JEFF ROBERTS (409.346.8992)
APPROVAL: SAMPLE, MICROJUMP
- AG-2**
TYPE: CHEROKEE GRAVEL
SIZE: 1" - 2" SIZE, 4" DEPTH
INSTALL: REFER DETAILS
SUPPLIER: STONE DEPOT TEXAS, OR APPROVED EQUAL
CONTACT: (872.707.7900)
APPROVAL: SAMPLE, MICROJUMP

METALS

- M-1**
TYPE: STEEL EDGE
MATERIAL: 3/16" x 4" STEEL PLATE
COLOR: POWDERCOAT BLACK
SIZE: LENGTHS PER PLAN, ALL SEAMS TO BE FLUSH AND LEVEL
INSTALL: REFER DETAILS
APPROVAL: CUT SHEET
- M-2**
TYPE: FENCE
MATERIAL: CHAIN LINK
COLOR: BLACK VINYL COATED
SIZE: 6" HT AT STORAGE AREA, 4" HT AT LEACH FIELD, LENGTHS PER PLAN
INSTALL: REFER DETAILS
SUPPLIER: TEXAS SELECT FENCING LLC, OR APPROVED EQUAL
CONTACT: (214) 558-8169
APPROVAL: CUT SHEET
- NOTE: PRIVACY SLAT INSERTS IN THE 6" HT CHAIN LINK FENCE ONLY (STORAGE AREA)

FlexD

Sherman, TX
Sherman Code Calculators Chart

Site Data	SF	AC
Site Area	800,583	18,379
Grading	PD Zoning	
Parking Area	71,064	1.63
Storage Area	388	
Site Landscape Area	Required	Provided
10% of parking area and shown to be landscaped (3P)	7,106	7,963
One (1) Shade tree min. planted in all required landscape island	YES	YES
Landscaped island provided every 12 parking spaces and at end caps with 6' cuts	YES	YES
90% of landscape islands to be vegetation (Cut, Groundcover, and Trees)	YES	YES
Landscaped areas shall be protected with a 2' non-vegetative previous surface adjacent to the curb of all parking spaces	YES	YES
Shrub Buffer	Required	Provided
15' minimum buffer where adjacent to public right-of-way (non-exclusive of utility easements) (No plant species shall be more than 25% of planting within buffer)	YES	YES
Planting Requirements	Required	Provided
1 Shade Tree & 1 Ornamental Tree per 1,000 SF of buffer area (excluding preserved trees)		
2,306 LF = 25,646 SF / 1000 SF = 25.646 Trees		
89.2 = 72 Large Trees and Ornamental Trees		
36 Shade Trees		
36 Ornamental Trees		
TREES NOTE: 204 CALIPER INCHES PLANTED ON SITE		
GENERAL SITE NOTE: 6 FT PRIVACY FENCING AROUND STORAGE AREA		

PLANT SCHEDULE

SYMBOL COMMON / BOTANICAL NAME

TREES

- Chinese Pistache / *Pistacia chinensis*
- Landmark Elm / *Ulmus parvifolia*
- Texas Red Oak / *Quercus laevis*

ORNAMENTAL TREES

- Eastern Redbud / *Cercis canadensis*
- Little Gem Magnolia / *Magnolia grandiflora* Little Gem

SHRUBS

- Bottle Juniper / *Juniperus virginiana* Bottle
- Desert English Rosewood / *Rosa sericea* Southern
- Desert Maiden Grass / *Miscanthus sinensis* 'Yellowbird'
- Desert Wax Myrtle / *Myrica pauciflora*
- Redbud Abelia / *Abelia x grandiflora* Redbud
- White Cloud Maltby Grass / *Manisuris capitata* White Cloud
- Wintersgreen Rosewood / *Rosa microphylla* Wintersgreen
- Wintersgreen Rosewood / *Rosa microphylla* var. *japonica* Winters Green

VINES

- Virginia Creeper / *Parthenocissus quinquefolia*

SYMBOL COMMON / BOTANICAL NAME

GROUND COVERS

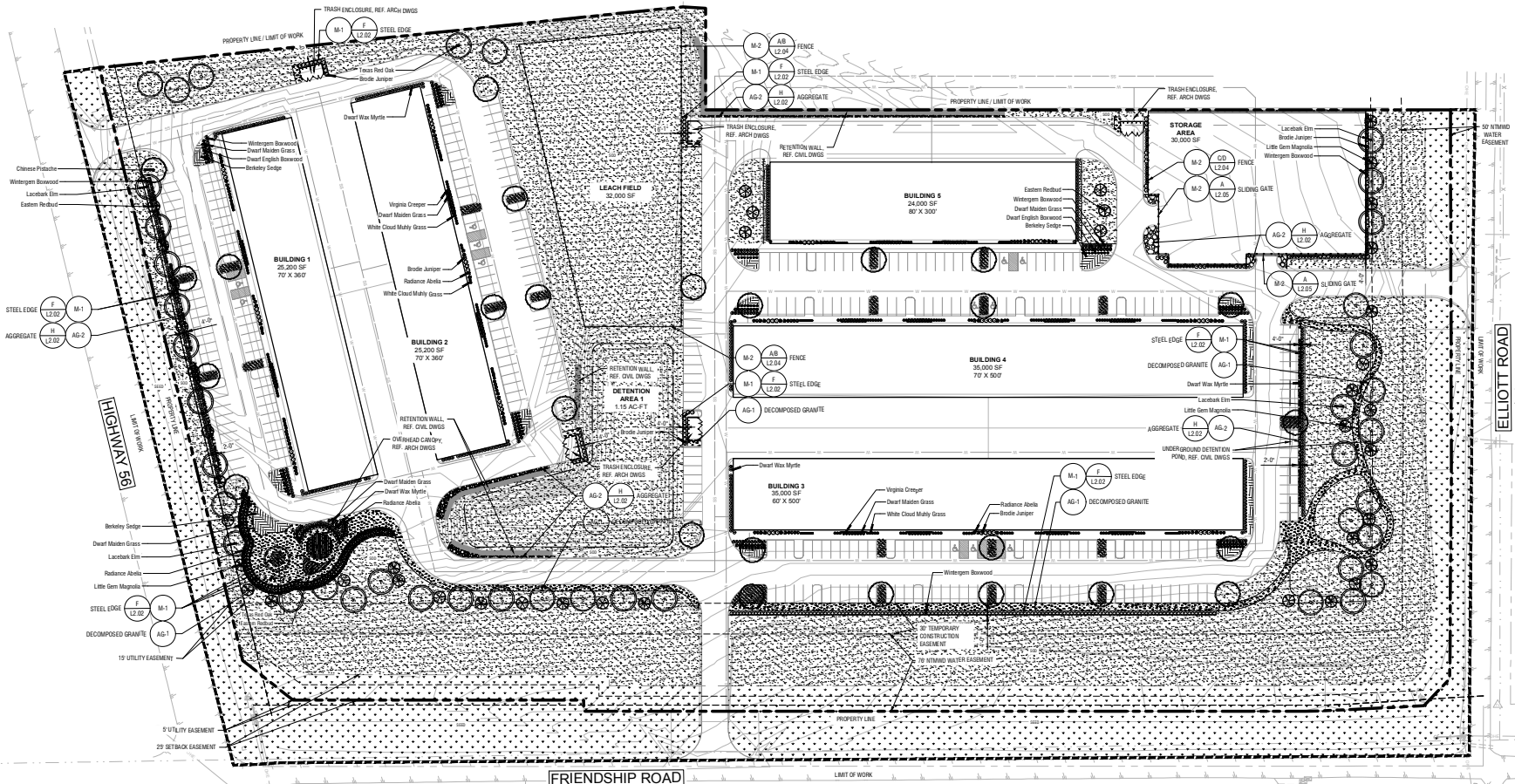
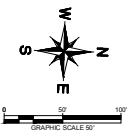
- Asian Jasmine / *Trachelospermum asiaticum*
- Betula Sedge / *Carex diandra*

SEED

- Bermuda Hybridized / *Cynodon dactylon*

SOD

- Bermuda Grass / *Cynodon dactylon*



Kimley-Horn
2010 NORTH CENTRAL EXPRESSWAY, SUITE 400
ROCKFORD, TX 78067
PHONE: 817-426-8800
WWW.KIMLEY-HORN.COM, TX 78067
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Kimley-Horn & Associates, Inc.
4.1.1
4.1.2

KHA PROJECT NO. 2020-001
DATE: JUNE 01, 2020
SCALE: AS SHOWN
DESIGNED BY: AMH
DRAWN BY: AMH
CHECKED BY: AMH

FLEXD SHERMAN
PREPARED FOR
FLEXD DEVELOPMENT

LANDSCAPE PLAN

SHEET NUMBER
L2.01

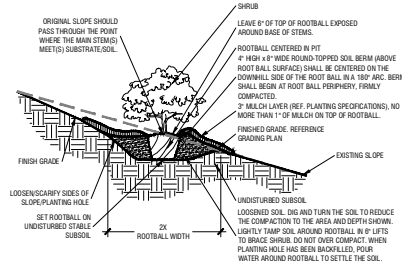
EXHIBIT E - LANDSCAPE PLAN

PLANT SCHEDULE

SYMBOL	COMMON / BOTANICAL NAME	CONT.	SIZE	SPACING	QTY	REMARKS
TREES						
	Chinese Pistache / <i>Pistacia chinensis</i>	3' cal	10'-12' ht	As Shown	26	B&B, NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, STRONG CENTRAL LEADER, 7' CLEAR
	Lac Bark Elm / <i>Ulmus parvifolia</i>	3' cal	10'-12' ht	As Shown	27	B&B, NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, STRONG CENTRAL LEADER, 7' CLEAR
	Texas Red Oak / <i>Quercus buckleyi</i>	3' cal	10'-12' ht	As Shown	15	B&B, NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, STRONG CENTRAL LEADER, 7' CLEAR
ORNAMENTAL TREES						
	Eastern Redbud / <i>Cercis canadensis</i>	45 gal	8'-10' ht	As Shown	21	CONTAINER, NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, MULTI-TRUNK (3 MIN.), TREE FORM
	Little Gem Magnolia / <i>Magnolia grandiflora</i> Little Gem	45 gal	8'-10' ht	As Shown	22	CONTAINER, NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, MULTI-TRUNK (3 MIN.), TREE FORM
SHRUBS						
	Bride Juniper / <i>Juniperus virginiana</i> 'Bride'	7 gal	48" ht. min.	As shown	116	CONTAINER NURSERY GROWN, MATCHED AND WELL ROOTED
	Dwarf English Boxwood / <i>Buxus sempervirens</i> 'Suffruticosa'	3 gal	12" h x 12" w	18" OC	164	CONTAINER NURSERY GROWN, MATCHED AND WELL ROOTED
	Dwarf Maiden Grass / <i>Miscanthus sinensis</i> 'Yakuwima'	3 gal	24" h x 18" w	36" OC	348	CONTAINER NURSERY GROWN, MATCHED AND WELL ROOTED
	Dwarf Wax Myrtle / <i>Myrica pauciflora</i>	3 gal	24" h x 24" w	36" OC	326	CONTAINER NURSERY GROWN, MATCHED AND WELL ROOTED
	Radiance Abelia / <i>Abelia x grandiflora</i> Radiance	3 gal	24" h x 24" w	36" OC	174	CONTAINER NURSERY GROWN, MATCHED AND WELL ROOTED
	White Cloud Mistle Grass / <i>Muhlenbergia capillaris</i> 'White Cloud'	3 gal	18" h x 12" w	36" OC	220	CONTAINER NURSERY GROWN, MATCHED AND WELL ROOTED
	Wintergreen Boxwood / <i>Buxus microphylla</i> 'Wintergreen'	3 gal	24" h x 24" w	36" OC	138	CONTAINER NURSERY GROWN, MATCHED AND WELL ROOTED
	Wintergreen Boxwood / <i>Buxus microphylla</i> var. japonica 'Winter Gem'	3 gal	24" h x 24" w	36" OC	270	CONTAINER NURSERY GROWN, MATCHED AND WELL ROOTED
VINES						
	Virginia Creeper / <i>Parthenocissus quinquefolia</i>	7 gal	24" ht. min.	As shown	126	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
GROUND COVERS						
	Asian Jasmine / <i>Trachelospermum asiaticum</i>	1 gal	6" h x 6" w	12" o.c.	4,033	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
	Berkley Sedge / <i>Carex dielsii</i>	1 gal	6" h x 12" w	12" o.c.	3,282	CONTAINER, NURSERY GROWN, MATCHED AND WELL ROOTED
SEED						
	Bermuda Hydroseed / <i>Cynodon dactylon</i>	seed			131,454 sf	REFER TO SPECIFICATIONS
SOD						
	Bermuda Grass / <i>Cynodon dactylon</i>	sod			253,931 sf	SOD TO HAVE TIGHT, SAND FILLED JOINTS AND BE FREE OF WEEDS

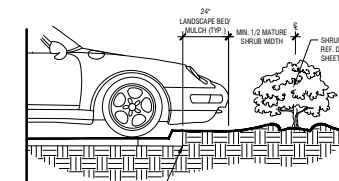
NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN THE CASE OF A DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.

NOTE: PLANTS ARE SPECIFIED BY HEIGHT, SPREAD, AND CONTAINER SIZE. ALL PLANTINGS ARE EXPECTED TO MEET ALL SPECIFICATIONS PROVIDED.



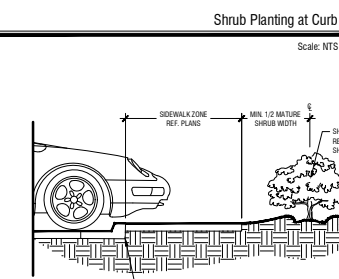
Shrub Planting On 5-50% (20:1 TO 2:1) Slope

Scale: NTS



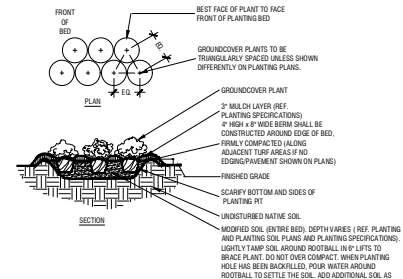
Typical Shrub Planting

Scale: NTS



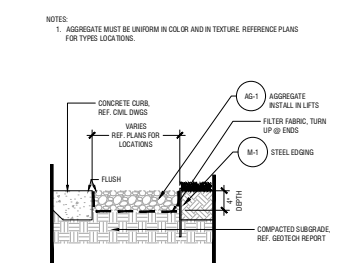
Shrub Planting at Curb

Scale: NTS



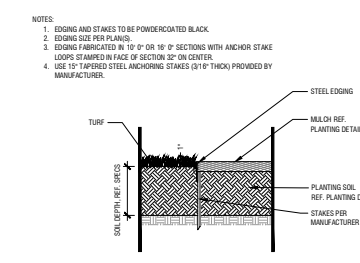
Typical Groundcover Planting

Scale: NTS



Aggregate

Scale: 1" = 1'-0"



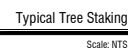
Steel Edge

Scale: 1" = 1'-0"



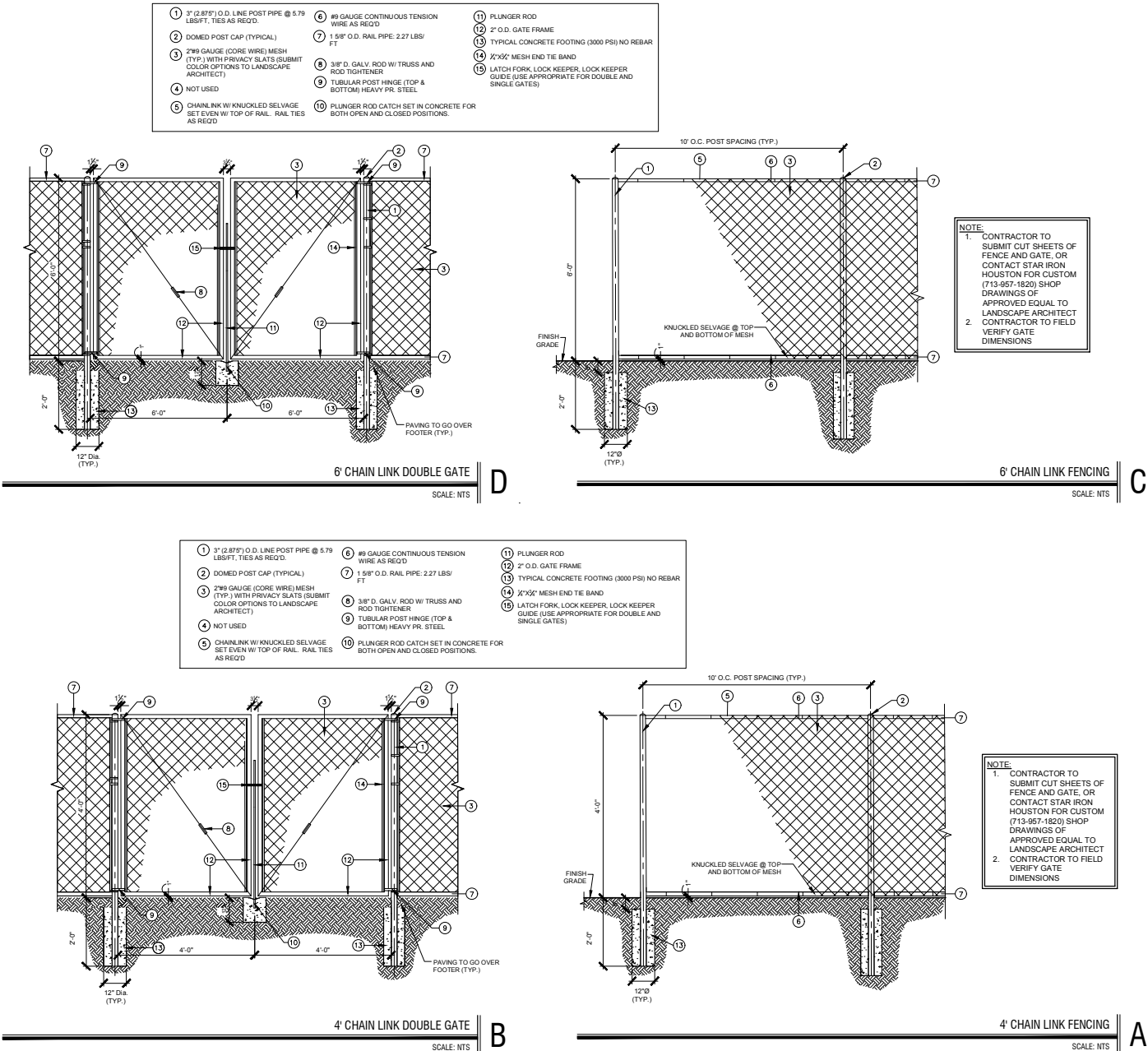
Shrub Planting at Sidewalk

Scale: NTS

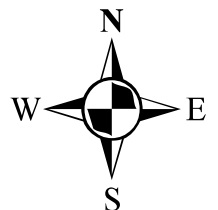
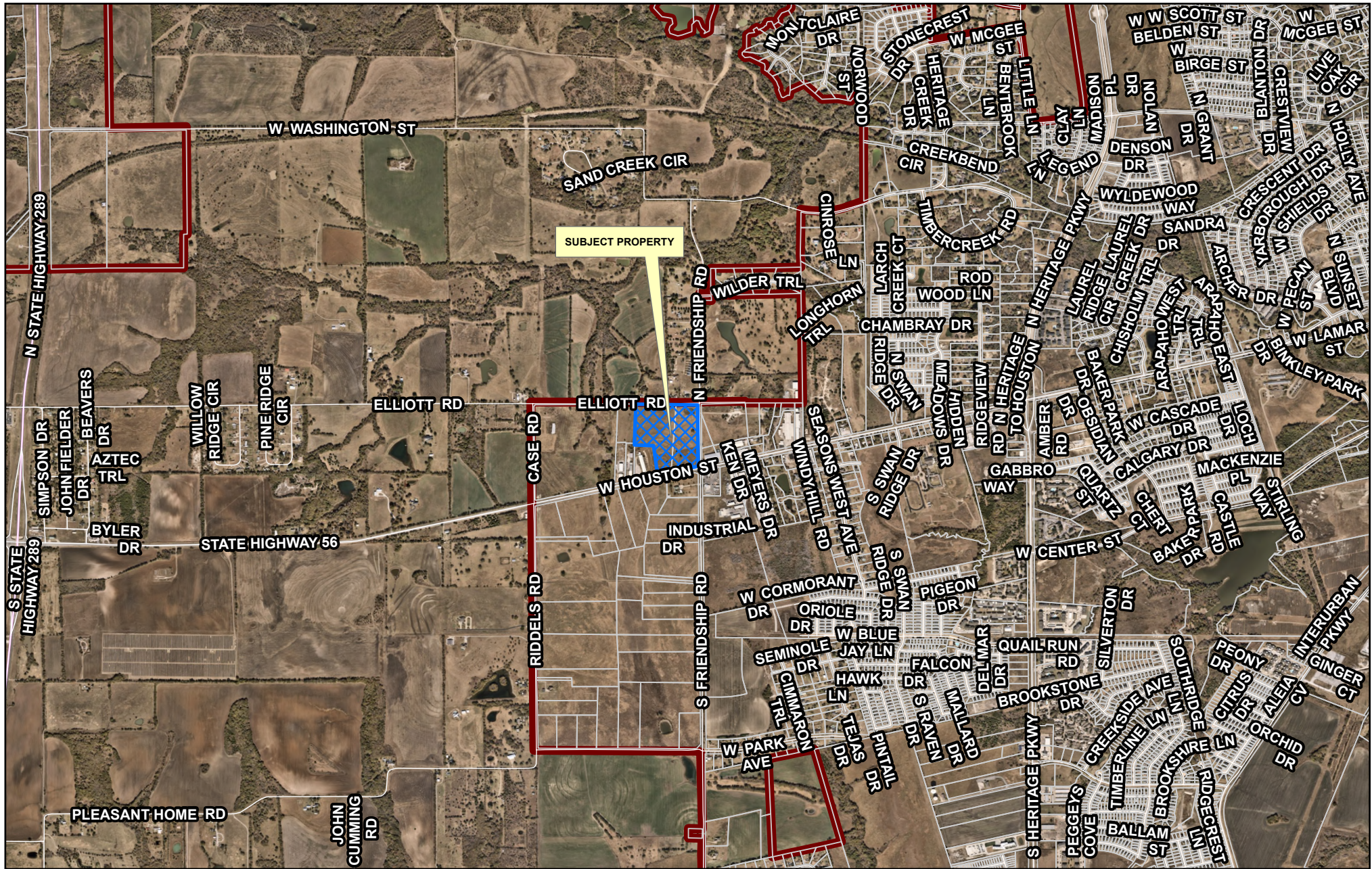
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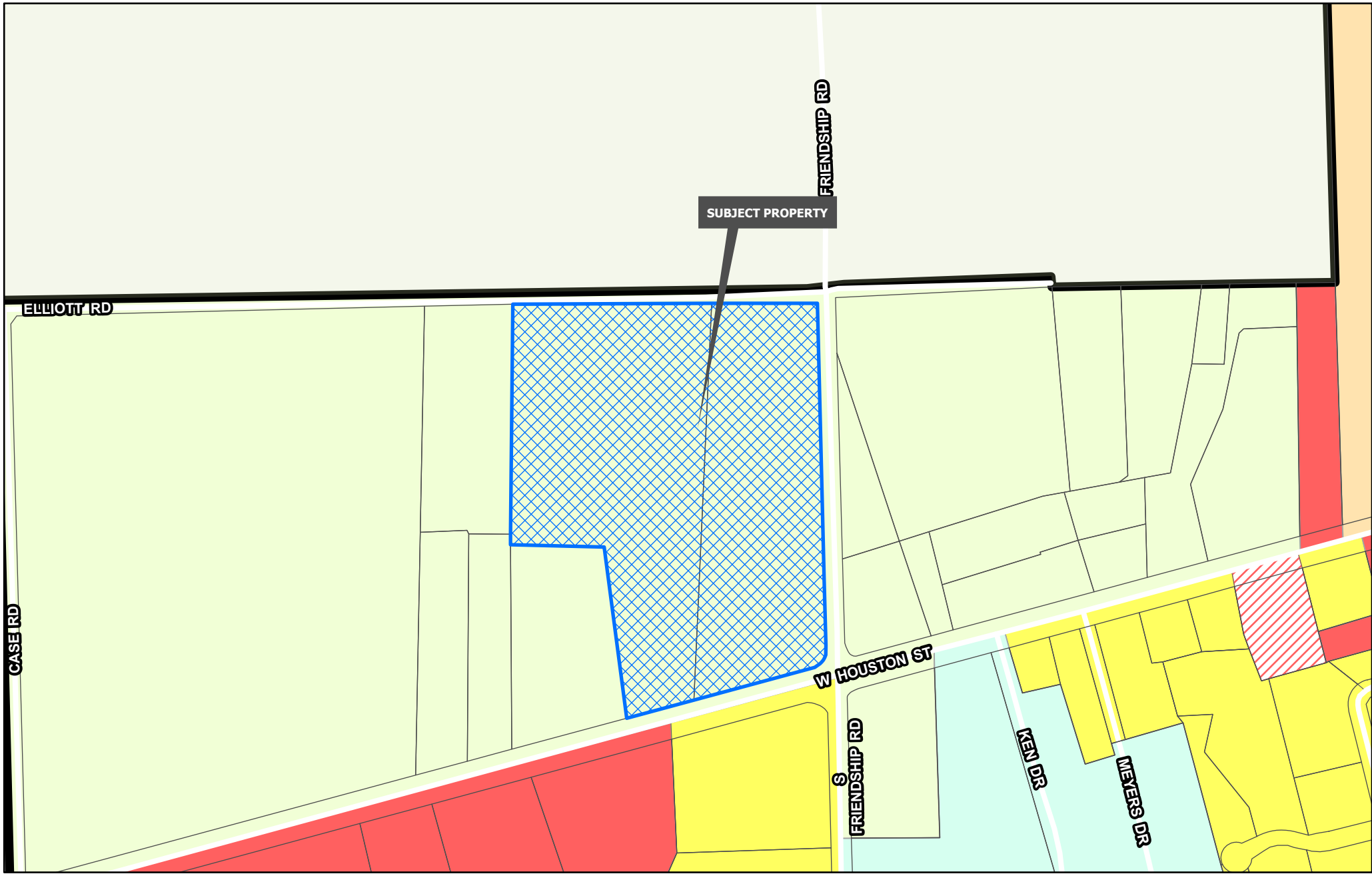
SHEET NUMBER
L2.03

EXHIBIT E - LANDSCAPE PLAN



PROJECT		DATE		SCALE		DESIGNED BY		DRAWN BY		CHECKED BY		REVISIONS		DATE		BY	
KHA PROJECT		JUNE 01 2020		AS SHOWN		AMT		AMT		AMT							
LANDSCAPE DETAILS																SHEET NUMBER	
FLEXD SHERMAN																L2.04	
PREPARED FOR																	
FLEXD DEVELOPMENT																	
SHERMAN																	
TEXAS																	
KIMLEY-HORN																	
2010 NORTH CENTRAL EXPRESSWAY, SUITE 400																	
HOUSTON, TX 77060																	
PHONE: 713.957.1820																	
WWW.KIMLEY-HORN.COM																	
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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
5301 BLK W HOUSTON ST



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

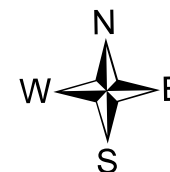
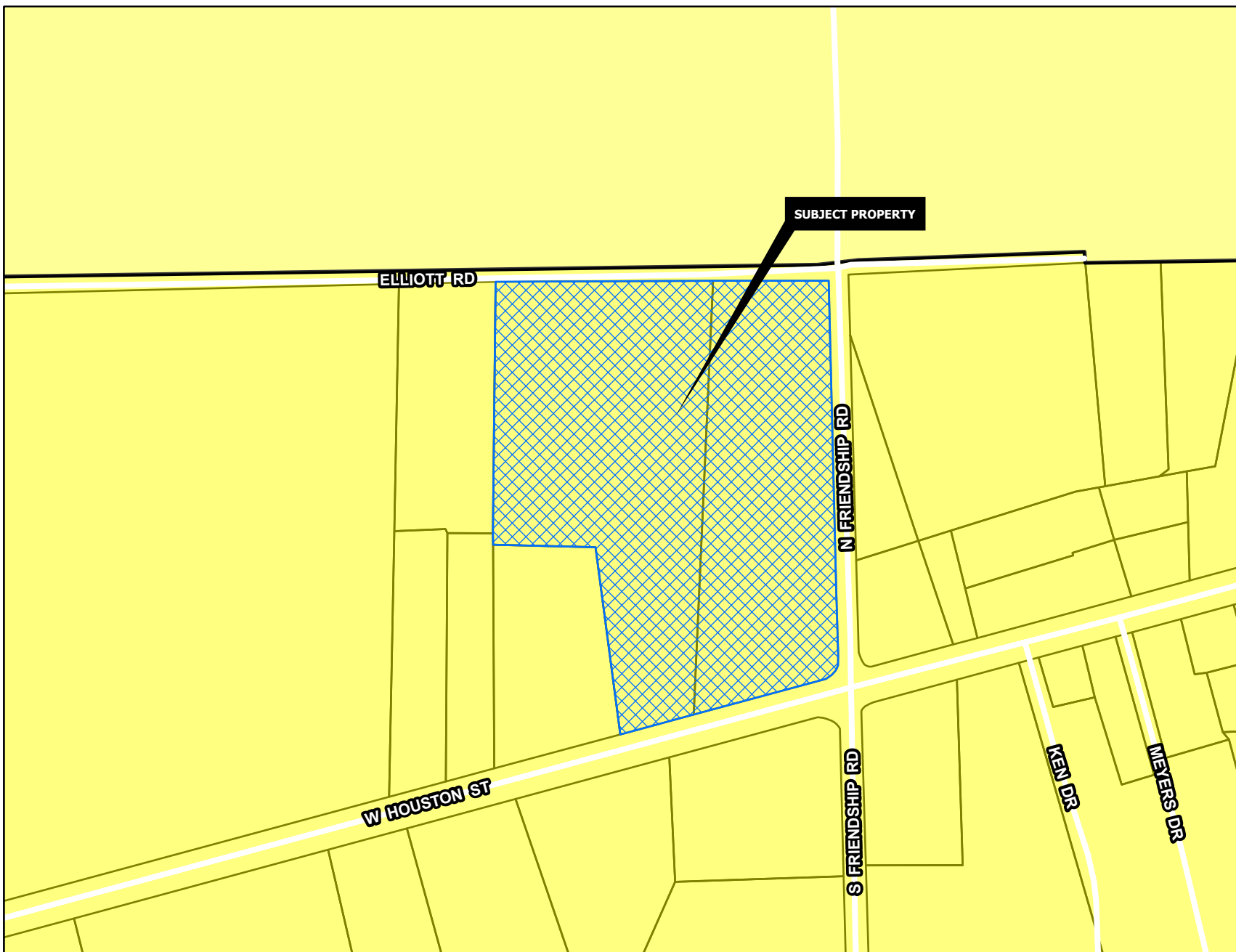
- Single-family detached (primary land use type)
- Single-family attached (duplexes and townhomes)
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

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.





ZONING APPLICATION NARRATIVE

Hwy 56 & Friendship Road

The purpose of this application is to create a Planned Development District (“PD”), which will allow for a flex commercial and industrial development on the Property. The proposed development will consist of five (5) buildings with high-quality architecture and finishings. The buildings are constructed with a modular design to accommodate tenant-specific needs. The proposed development will also include enhanced landscaping along the public right-of-way, and amenity and open space areas.



City Council Regular Meeting

Agenda Item No. D.5.

Meeting Date: 7/20/2026

Prepared By: Amber Doan, Engineering Coordinator

Approved By: Zachary Flores, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6954

Closing And Abandoning An Alley In The City Of Sherman, Grayson County, Texas, Being More Particularly Described In The Exhibits "A" And "B" Attached Hereto And Made A Part Of Hereof For All Purposes, Said Alley Being Referenced In Tract I And Tract II In Volume 1878, Page 98 Of Deed Records Of Grayson County, Texas

Issue:

To consider approving the closure and abandonment of an alley, alley being referenced in Tract I and Tract II in Volume 1878, Page 98, Deed Records, Grayson County, Texas

Background:

This Ordinance will perform the necessary action to officially close and abandon an alley. The purpose of this abandonment is to allow the surrounding property owner to utilize the property and incorporate into their own for development purposes.

Capital Improvement Program:

N/A

Origination:

Austin College, Surrounding Property Owner

Financial Consideration:

None

Staff Recommendation:

Staff Recommends that the City Council approve the Ordinance closing and abandoning the alley.

Alternatives:

As may be directed by City Council.

Attachments:

1. Ordinance No. 6954

2. .Signed Release of Claims_07022026
3. .2026.06.26 - Abandonment Request Letter
4. .Location Map_07012026

ORDINANCE NO. 6954

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING AN ALLEY IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, SAID ALLEY BEING REFERENCED IN TRACT I AND TRACT II IN VOLUME 1878, PAGE 98 OF DEED RECORDS OF GRAYSON COUNTY, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman, Texas has received a request to abandon an alley, being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, the alley was referenced in Tract I and Tract II in Volume 1878, Page 98 of the Deed Records of Grayson County, Texas; and

WHEREAS, the City Council has held a public hearing on the proposed abandonment and the abutting property owner(s) of the proposed abandonment have been notified; and

WHEREAS, the City Council finds that all persons who own property adjacent to the alley concur and agree with the proposed abandonment; and

WHEREAS, the City Council finds that the alley to be abandoned is no longer needed; and

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

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

SECTION 1. That the alley in the City of Sherman, Grayson County, Texas, being more particularly described in the Exhibits "A" and "B" attached hereto and made a part hereof for all purposes, is hereby closed and abandoned.

SECTION 2. That all presently existing water and wastewater lines and facilities, electric transmission and distribution lines and facilities, gas lines and facilities, communications lines and facilities and any other utility lines and facilities, if any, that are located in the alley being abandoned herein may remain in place despite this Ordinance and may continue to be used, repaired, enlarged and maintained in the ordinary course of business. Any person wanting removal of any existing utility line or facility must negotiate separately with the pertinent utility.

Any person building in the subject alley without first reaching an agreement with a utility having lines or facilities in the subject easement does so at his own risk. After the date of this Ordinance, no utility may add new lines or facilities in the subject alley based on a claim that the subject alley is a public easement or right-of-way. The abandonment approved by this Ordinance does not relinquish any right arising other than from the plat or other instrument creating the alley, nor does this Ordinance create new rights.

SECTION 3. That the City Clerk is hereby directed to file and record this Ordinance after its adoption in the Official Public Records of Grayson County, Texas.

SECTION 4. That it is hereby officially found and determined that the meeting at which this ordinance was introduced and passed was open to the public and that public notice of the time, place, and purpose of said meeting was given all as required by law.

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

SECTION 6. That should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, 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 this Ordinance shall become effective immediately upon its passage and adoption.

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

INTRODUCED on this the 20th day of July 2026.

ADOPTED on this the 20th day of July 2026.

EFFECTIVE DATE on this the 20th day of July 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

LAND DESCRIPTION

BEING a 0.235 acre tract of land situated in the J.B. McNair Survey, Abstract Number 763, City of Sherman, Grayson County, Texas, and being a portion of a tract of land described to Austin College, by the Deed recorded in Volume 1878, Page 98, Deed Records of Grayson County, Texas (D.R.G.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of said Austin College tract, the northwest corner of a tract of land described in Deed to Housing Authority of the City of Sherman, Texas "Tract No. 9", recorded in Volume 1166, Page 282, Deed Records of Grayson County, Texas, being a point along the east right-of-way line of Willow Street (variable width public right-of-way);

THENCE North 16 degrees 19 minutes 51 seconds West, with the west line of said Austin College tract, the east right-of-way line of said Willow Street, a distance of 15.00 feet to a point for corner, from which a 2 inch pipe found bears North 16 degrees 19 minutes 51 seconds West, a distance of 326.65 feet;

THENCE departing the east right-of-way line of said Willow Street, over, across and upon said Austin College tract, the following courses and distances;

North 74 degrees 00 minutes 00 seconds East, a distance of 118.09 feet to a point for corner;

North 16 degrees 26 minutes 54 seconds West, a distance of 251.65 feet to a point for corner;

North 16 degrees 00 minutes 00 seconds West, a distance of 175.00 feet to a point for corner, in the south right-of-way line of College Street (variable width public right-of-way);

THENCE North 73 degrees 59 minutes 59 seconds East, with the north line of said Austin College tract, the south right-of-way line of said College Street, a distance of 15.00 feet to a point for corner;

THENCE departing the south right-of-way line of said College Street, over, across and upon said Austin College tract, the following courses and distances;

South 16 degrees 00 minutes 00 seconds East, a distance of 125.00 feet to a point for corner;

South 16 degrees 22 minutes 26 seconds East, a distance of 301.64 feet to a point for corner;

North 74 degrees 00 minutes 00 seconds East, a distance of 111.11 feet to a point for corner, being a point along the west line of a tract of land described in Deed to Austin College, recorded in Volume 4644, Page 488, Deed Records of Grayson County, Texas, from which a 1/2 inch iron rod found bears North 16 degrees 01 minutes 34 seconds West, a distance of 299.39 feet;

THENCE South 16 degrees 01 minutes 34 seconds East, with the east line of said first referenced Austin College tract, the west line of said second referenced Austin College tract, a distance of 15.05 feet to a point for corner;

THENCE South 73 degrees 36 minutes 34 seconds West, over, across and upon said first referenced Austin College tract, a distance of 155.13 feet to a point for corner, being the northeast corner of said "Tract No. 9" tract, from which a 1/2 inch iron rod found bears South 15 degrees 45 minutes 44 seconds East, a distance of 120.23 feet;

THENCE South 74 degrees 42 minutes 39 seconds West, with the south line of said first referenced Austin College tract, the north line of said "Tract No. 9" tract, a distance of 89.00 feet to the POINT OF BEGINNING containing 0.235 acres (10,250 square feet) of land, more or less.

1 of 2

EXHIBIT "A"
ALLEY ABANDONMENT
BEING 0.235 ACRES OUT OF THE
J.B. McNAIR SURVEY
ABSTRACT NO. 763
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

JOB No. TR-169-26

DRAWN BY: JMR

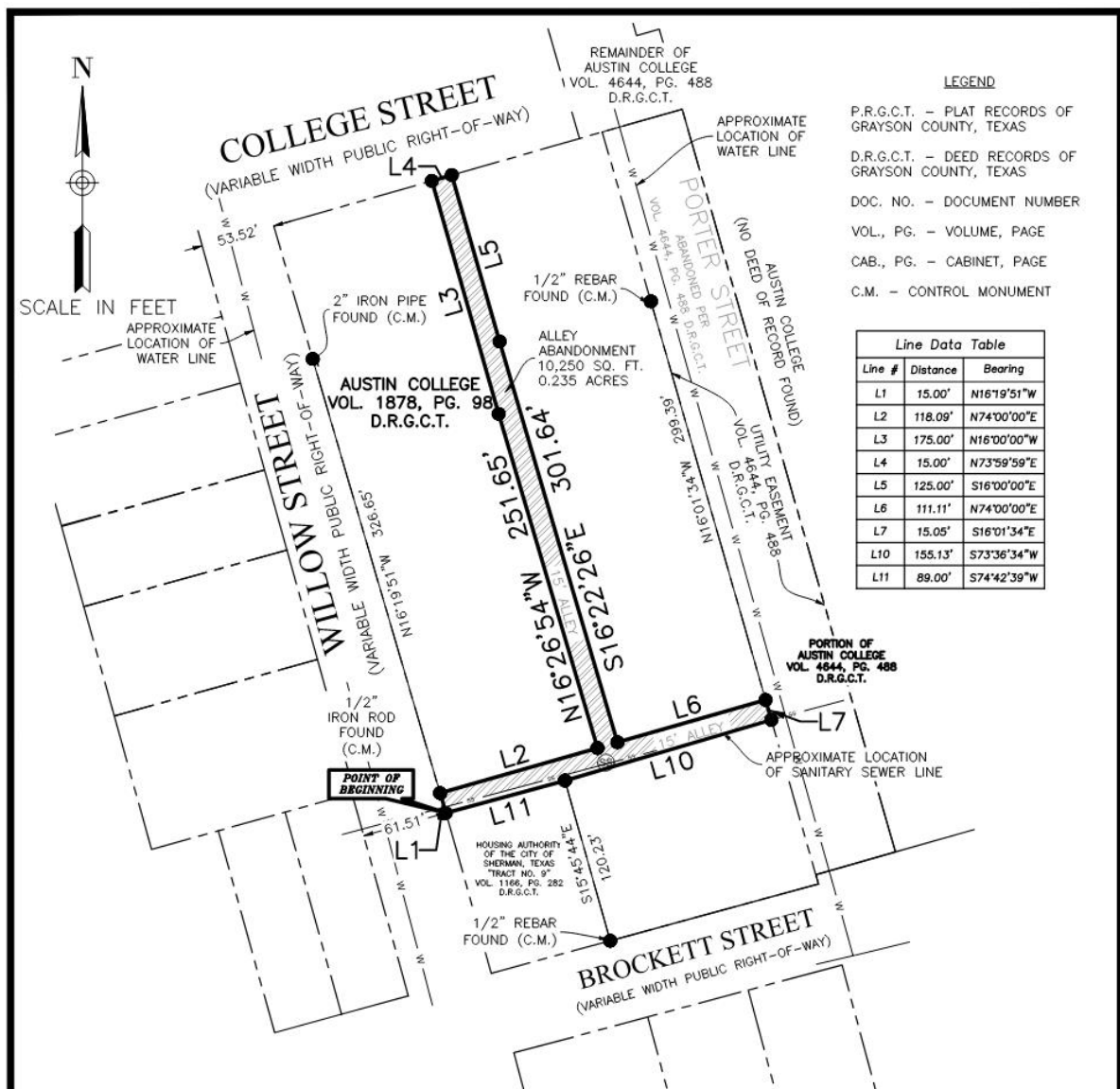
DATE: 2026-06-24

SCALE: 1"=100'



DAVID F. McCULLAH
TEXAS RPLS NO. 4023





The Basis of Bearings is from the Texas State Plane Coordinate System, NAD83, North Central Zone as derived from GPS observations using the Allterra RTK Network and adjusted to surface using a surface scale factor of 1.00012.

2 of 2

EXHIBIT "B"
ALLEY ABANDONMENT
 BEING 0.235 ACRES OUT OF THE
 J.B. McNAIR SURVEY
 ABSTRACT NO. 763
 CITY OF SHERMAN
 GRAYSON COUNTY, TEXAS

JOB No. TR-169-26	DRAWN BY: JMR
DATE: 2026-06-24	SCALE: 1"=100'

DAVID F. McCULLAH
 TEXAS RPLS. NO. 4023

TRAVERSE
 LAND SURVEYING LLC
 Surveying | Construction Staking | Platting
 359 Lake Park Road, Suite 102
 Lewisville, TX 75057
 T: 469.784.9321 | W: TraverseLandSurveying.com
 Texas Firm No. 10194631

**RELEASE OF CLAIMS
(Right-of-Way Abandonment)**

AUSTIN COLLEGE hereby requests that the City of Sherman, Texas ("City") abandon alley right-of-way, consisting of 0.235± acres of land, situated in the J.B. McAnair Survey, Abstract No. 763, Sherman, Grayson County, Texas, which is more particularly described and depicted in Exhibits "A" and "B", attached hereto and incorporated herein by reference for all purposes ("Existing Right-of-Way"). In consideration of the abandonment of the Existing Right-of-Way, the receipt and sufficiency of which is hereby acknowledged, Austin College hereby releases any and all claims, causes of action, demands, suits and actions against the City and its City Council members, officers, agents, employees and representatives arising out of or relating in any way to the Existing Right-of-Way and/or the abandonment of the Existing Right-of-Way (collectively, "Released Claims").

Austin College is fully authorized and empowered to enter into this Release on the terms and conditions stated herein, and the undersigned is fully authorized and legally competent to execute this Release on behalf of Austin College as the legal, valid and binding act and deed of Austin College. Austin College represents and warrants that the Released Claims are currently owned solely by Austin College, free and clear of all liens, encumbrances, pledges, assignments, claims and security interests of any kind or nature. Austin College further represents and warrants that it has the right to compromise and settle the Released Claims and any other claims that could have been asserted by Austin College which relate in any way to the Existing Right-of-Way.

AUSTIN COLLEGE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL DAMAGES, INJURIES, CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES AND EXPENSES, ARISING FROM OR OUT OF THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THE PRECEDING PARAGRAPH OF THIS RELEASE, AND/OR ARISING FROM OR OUT OF ANY CLAIMS IN REGARD TO THE CITY'S ABANDONMENT OF THE EXISTING RIGHT-OF-WAY BY (I) THE ADJOINING OR ABUTTING LANDOWNERS, OR (II) ANY UTILITY SERVICE PROVIDER WITH FACILITIES PRESENTLY IN THE GROUND IN THE EXISTING RIGHT-OF-WAY WHICH IS BEING ABANDONED.

This Release shall be binding upon and inure to the benefit of the parties' respective legal heirs, successors and assigns.

In the event that a term, condition or provision of this Release 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 Release shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Release.

Any claim or cause of action arising out of this Release shall be subject to the laws of the State of Texas, and exclusive venue shall lie in Grayson County, Texas.

In witness whereof, this Release is executed as of the 22 day of July, 2026.

By: J. Pernell Jones
Name: J. Pernell Jones

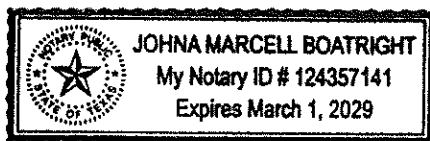
Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Grayson §

Before me, the undersigned authority, on this day personally appeared J. PERNELL JONES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed as the Vice President and duly authorized representative of AUSTIN COLLEGE and that he executed said instrument for the purposes and consideration therein expressed as a binding act and deed of AUSTIN COLLEGE.

Given under my hand and seal of office on this the 2nd day of July, 2026.



John M Boatright
Notary Public, State of Texas
My Commission Expires: 3/1/2029

LAND DESCRIPTION

BEING a 0.235 acre tract of land situated in the J.B. McNair Survey, Abstract Number 763, City of Sherman, Grayson County, Texas, and being a portion of a tract of land described to Austin College, by the Deed recorded in Volume 1878, Page 98, Deed Records of Grayson County, Texas (D.R.G.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of said Austin College tract, the northwest corner of a tract of land described in Deed to Housing Authority of the City of Sherman, Texas "Tract No. 9", recorded in Volume 1166, Page 282, Deed Records of Grayson County, Texas, being a point along the east right-of-way line of Willow Street (variable width public right-of-way);

THENCE North 16 degrees 19 minutes 51 seconds West, with the west line of said Austin College tract, the east right-of-way line of said Willow Street, a distance of 15.00 feet to a point for corner, from which a 2 inch pipe found bears North 16 degrees 19 minutes 51 seconds West, a distance of 326.65 feet;

THENCE departing the east right-of-way line of said Willow Street, over, across and upon said Austin College tract, the following courses and distances;

North 74 degrees 00 minutes 00 seconds East, a distance of 118.09 feet to a point for corner;

North 16 degrees 26 minutes 54 seconds West, a distance of 251.65 feet to a point for corner;

North 16 degrees 00 minutes 00 seconds West, a distance of 175.00 feet to a point for corner, in the south right-of-way line of College Street (variable width public right-of-way);

THENCE North 73 degrees 59 minutes 59 seconds East, with the north line of said Austin College tract, the south right-of-way line of said College Street, a distance of 15.00 feet to a point for corner;

THENCE departing the south right-of-way line of said College Street, over, across and upon said Austin College tract, the following courses and distances;

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South 16 degrees 22 minutes 26 seconds East, a distance of 301.64 feet to a point for corner;

North 74 degrees 00 minutes 00 seconds East, a distance of 111.11 feet to a point for corner, being a point along the west line of a tract of land described in Deed to Austin College, recorded in Volume 4644, Page 488, Deed Records of Grayson County, Texas, from which a 1/2 inch iron rod found bears North 16 degrees 01 minutes 34 seconds West, a distance of 299.39 feet;

THENCE South 16 degrees 01 minutes 34 seconds East, with the east line of said first referenced Austin College tract, the west line of said second referenced Austin College tract, a distance of 15.05 feet to a point for corner;

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1 of 2

EXHIBIT "A"
ALLEY ABANDONMENT
BEING 0.235 ACRES OUT OF THE
J.B. MCNAIR SURVEY
ABSTRACT NO. 763
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

JOB No. TR-169-26

DRAWN BY: JMR

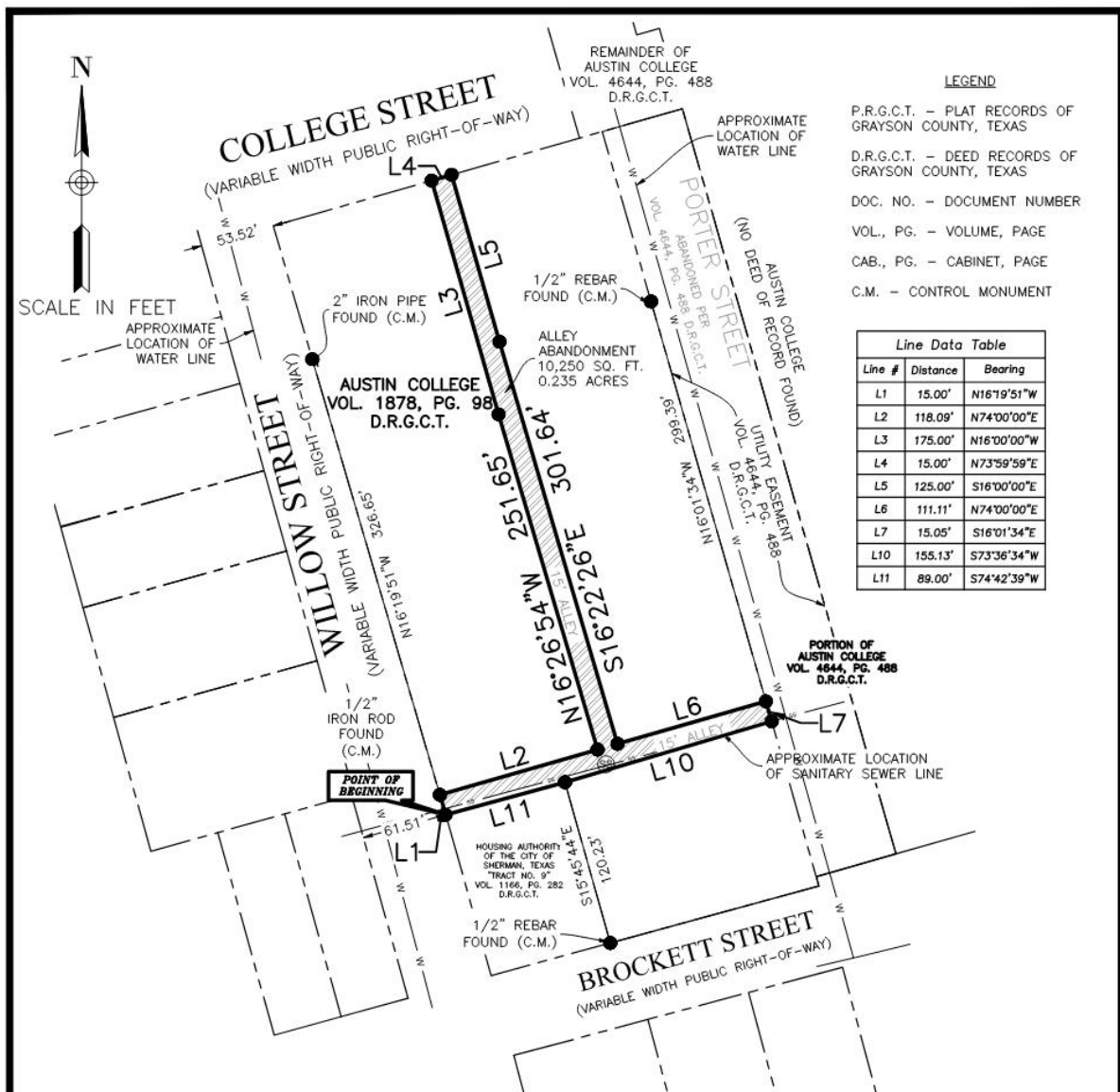
DATE: 2026-06-24

SCALE: 1"=100'



DAVID F. McCULLAH
TEXAS RPLS NO. 4023





The Basis of Bearings is from the Texas State Plane Coordinate System, NAD83, North Central Zone as derived from GPS observations using the Allterra RTK Network and adjusted to surface using a surface scale factor of 1.00012.

2 OF 2

EXHIBIT "B"

ALLEY ABANDONMENT

BEING 0.235 ACRES OUT OF THE
J.B. McNAIR SURVEY
ABSTRACT NO. 763
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

JOB No. TR-169-26
DATE: 2026-06-24

DRAWN BY: JMR
SCALE: 1"=100'



DAVID F. McCULLAH
TEXAS RPLS NO. 4023

TRAVERSE
LAND SURVEYING LLC
Surveying | Construction Staking | Platting
359 Lake Park Road, Suite 102
Lewisville, TX 75057
T: 469.784.9321 | W: TraverseLandSurveying.com
Texas Firm No. 10194631

June 26th, 2026

City of Sherman Engineering Department
ATTN: Amber Doan
317 S. Travis Street
Sherman, TX 75090

RE: **Request for Alley Abandonment – 918 N Porter Street Replat, City of Sherman, TX**
Project Name: Austin College Athletic Training and Development Facility
Owner Information: Austin College
Address: 900 N Grand Avenue
Sherman, TX 75090

To Whom It May Concern:

Austin College, private college and legal owner of the property located at 718 N Porter Street / 911 E Brockett Street and encompassing 3.688 Acres of the J.B. McAnair Survey, Abstract No. 763, submits this formal request for the abandonment of two existing 15' paper alleyways located entirely within the portion of Austin College property (Vol. 4844, Pg. 488, D.R.G.C.T) encompassed in the preliminary plat identified as 000405-2026-PLAT and conditionally approved on June 11th, 2026.

The reason for this request for abandonment is the fact that the site is no longer used for residential parcels that the paperwork alleys were originally designated to serve, and the alleyways now conflict with the future consolidation of the individual parcels into one parcel for use and development by the owner (Austin College). Abandonment of the alleyways are necessary for the replatting of the parcels, and development of this new parcel by Austin College.

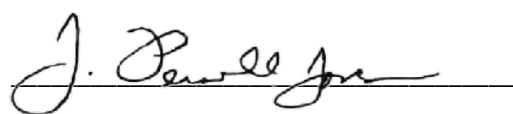
Submitted with this Letter:

- Survey/Legal Description Exhibits of requested abandonments
- Conditionally approved Preliminary Plat and Conditional Approval Letter
- Owner Signature below.

Sincerely,

Austin College (Owner)
J. Pernell Jones, Vice President:

Mammoth Sports Construction (Designer/Preparer)
Knox Tweed, E.I.T.



Alley Abandonment - Austin College



0 50 100 200 Feet





SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E.1.

Meeting Date: 7/20/2026

Prepared By:

Approved By:

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO.

Consider Adoption Of Ordinances 6950, 6951, 6952, 6953 And 6954.

Issue:

D. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6950

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Being Lots 10 And 12, Block 11, Of Greenmount Addition, City Of Sherman, Grayson County, Texas, Located At 300 North Bryant Avenue, Heretofore Zoned R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The C-N (Neighborhood Commercial) District Zoning Classification, Cornerstone 633 LLC (Owner), Kenneth Sullivan (Applicant) And Preston Trail Land Surveying (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date; Finding And Determining That The Meeting At Which This Ordinance Is Passed Was Noticed And Is Open To The Public As Required By Law

D. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6951

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Being Lot 9 And Part Of Lot 10, Block 5, Jones And Wainrights Addition, City Of Sherman, Grayson County, Texas, Located In The 1400 Block South Branch Street, Heretofore Zoned M-2 (Heavy Manufacturing) District; Rezoning And Placing The Tract In The R-5 (Single-Family) Residential District Zoning Classification, Douglass Distribution (Owner), Jack Sears (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

D. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6952

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow Commercial Amusement Centers, Indoor Only, On A Tract Of Land Zoned C-1 (Retail Business) District Located At 112 West Lamar Street, Being Lot 3 Block 7, Original Town Plat, City Of Sherman, Grayson County, Texas; Joey Gunn (Owner); And Roger Holloman (Applicant); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00

D. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6953

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 18.3788 Acres Being A Part Of The E.N. Deaver Survey, Abstract No. 358, City Of Sherman, Grayson County, Texas, Located In The 5301 Block West Houston Street, Heretofore Zoned R-A (Residential Agriculture) District; Rezoning And Placing The Tract In The PD (Planned

Development) District With A Base Zoning Of C-2 (General Commercial), Poufar Ventures (Owner), Flexd Development, LLC (Applicant) And Kimley-Horn (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6954

Closing And Abandoning An Alley In The City Of Sherman, Grayson County, Texas, Being More Particularly Described In The Exhibits "A" And "B" Attached Hereto And Made A Part Of Hereof For All Purposes, Said Alley Being Referenced In Tract I And Tract II In Volume 1878, Page 98 Of Deed Records Of Grayson County, Texas

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. F.1.

Meeting Date: 7/20/2026

Prepared By: Travis Overturf, Senior Civil Engineer

Approved By: Zachary Flores, City Manager

Caption:

** RESOLUTION NO. 7659*

Authorizing Execution Of A Professional Services Agreement With Garver LLC For The WTP Backwash Tank Rehabilitation

Issue:

To consider a Professional Services Agreement with Garver LLC for the WTP Backwash Tank Rehabilitation project.

Background:

The existing backwash tank located at the Water Treatment Plant is in need of rehabilitation. This design contract will allow Garver to design the proposed improvements to extend the useful life of this tank.

Capital Improvement Program:

26-009

Origination:

Engineering Department

Financial Consideration:

Funding needed for the agreement will be \$118,508.00.

Staff Recommendation:

It is recommended that the agreement for professional services with Garver LLC for the WTP Backwash Tank Rehabilitation project be approved.

Alternatives:

As may be directed by City Council.

Attachments:

1. Resolution No. 7659
2. Professional Services Agreement
3. Location Map

RESOLUTION NO. 7659

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC FOR THE WTP BACKWASH TANK REHABILITATION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Garver, LLC, for the WTP Backwash Tank Rehabilitation, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 20th day of July 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
BETWEEN
THE CITY OF SHERMAN, TEXAS AND
GARVER LLC
FOR
PROFESSIONAL SERVICES

Made as of the _____ day of _____, 2026:

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

and Consultant: **Garver LLC**
 3000 Internet Blvd Suite 400,
 Frisco, TX 75034
 Telephone: (972) 377-7480

for the following Project: **WTP Backwash Tank Rehabilitation**

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

WHEREAS, City desires to engage Consultant to provide professional services for the WTP Backwash Tank Rehabilitation Project ("Project"); and

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

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

ARTICLE 1 CONSULTANT'S SERVICES

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

ARTICLE 2 CITY'S RESPONSIBILITIES

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

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

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a Lump Sum basis in an amount not to exceed **One Hundred Eighteen Thousand, Five Hundred And Eight Dollars (\$118,508.00)**; and (b) for Special Services, in an amount not to exceed **Zero Dollars (\$0.00)** (collectively, "Consultant's Fee"); and (c) paid in accordance with this Article 3 and the Project Engineering Budget Summary as set forth in **Exhibit B**.
- 3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.
- 3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement.

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

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

- 3.1.4 **Substantial Compliance with Architectural Barriers Act** – Should the Project fall within the regulatory requirements of the Texas Architectural Barriers Act, Chapter 68 of the Texas Administrative Code, as it exists or may be amended ("Barriers Act"), as solely determined by City, Consultant shall comply with the Barriers Act. As part of the Scope of Services defined in this Agreement, it is the sole responsibility of Consultant to identify and analyze the requirements of the Barriers Act and to become familiar with the governmental authorities having jurisdiction to approve the design of the Project. Consultant shall consult with such authorities to obtain approval for the Project. As part of the Services provided under Consultant's Fee, Consultant shall obtain the Notice of Substantial Compliance for the Project from the Texas Department of Licensing and Regulation ("TDLR"). Consultant shall, without additional compensation, immediately correct any errors, omissions, or deficiencies in the design services and/or construction documents identified by TDLR and/or a Registered Accessibility Specialist ("RAS") at any phase of the Project, either by review of the Construction Documents or inspection of the Project at the commencement of construction, during the construction of the Project or at the completion of construction.

- 3.1.4.1 **Submission of Construction Documents to TDLR** – Consultant shall mail, ship or hand-deliver the Construction Documents to TDLR not later than five (5) calendar days after Consultant issues the Construction Documents for the Project.
- 3.1.4.2 **Completion of Registration Form to TDLR** – Consultant shall complete an Elimination of Barriers Project Registration Form ("Form") for each subject building or facility within the Scope of the

Project, and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after Consultant completes the submittal of the Construction Documents to TDLR.

3.1.4.3 **TDLR Approval of Construction Documents** – After review of the Construction Documents by TDLR, Consultant will be notified in writing of the results; however, it is Consultant's responsibility to obtain TDLR's written comments. Consultant shall address all comments that prevent TDLR approval of the Construction Documents, including comments relating to conditional approval that must be addressed in the design and construction of the Project. Consultant shall resubmit Construction Documents to TDLR for review prior to the completion of construction of the Project.

3.1.4.4 **TDLR Project Inspection** – Consultant shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the Project. Consultant shall advise City in writing of the results of each Project inspection. City reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the Project.

3.1.4.5 **Corrective Modifications following TDLR Project Inspection** – When corrective modifications to achieve substantial compliance are required, the TDLR inspector or the RAS shall provide Consultant a list of deficiencies and a deadline for completing the modifications. Consultant shall provide City with this list within five (5) calendar days of receipt. It is the sole responsibility of Consultant to completely address the deficiencies by the stated deadline or to obtain a written notice of extension from the TDLR. When the corrective measures have been completed, Consultant shall provide the TDLR (and/or the RAS who completed the inspection) and City with written verification of the corrective measures completed

3.2 **Direct Expenses** – Direct Expenses ("Direct Expenses") are included in Consultant's Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Engineering Budget Summary set forth in **Exhibit B**, and consistent with **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment for

Services; provided, however, that this shall not be City's sole and exclusive remedy for said over-payment.

- 3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in **Exhibit A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to this Agreement on a cost not to exceed sum or hourly basis in accordance with this paragraph ("Additional Services") and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:
- 3.3.1 Additional meetings, hearings, work-sessions or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit A**.
 - 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
 - 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
 - 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
 - 3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.
 - 3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the personnel rates described in Exhibit B. The rates set forth in Exhibit B are subject to reasonable change provided prior written notice of said change is given to and approved by City.
- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Upon request, such background material may include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.

- 3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter “D” of the TEX. GOV’T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project (“Scope of the Project”) or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant’s compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or

unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed

- 3.10 **Fixed Budget Limit for Construction Cost** – If a fixed budget limit for the Construction Cost has been established, the Consultant shall be permitted to make reasonable adjustments in the scope of the Project and to include alternate bid items in the Bid Proposal to adjust the Construction Cost to the fixed limit. However, this paragraph shall not operate to increase the fixed budget limit of the Construction Cost established in this Agreement. All adjustments in the Scope of the Project shall be approved by the City and documented in writing. Should the lowest bona fide bid for construction of the Project be in excess of 130% of Consultant's 100% Final Design Opinion of Probable Construction Cost (OPCC) due to the negligence or other fault of the Consultant, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or re-negotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4), require that the Consultant adjust the Project scope or quality, or both, as necessary to reduce the Construction Cost to within the budgetary constraints. In the case of (4) the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the fixed limitation on Construction Cost. These revisions and modifications may include splitting the Project into multiple Construction Phases that will fall within budget constraints. The Consultant shall provide the services defined in Exhibit A, as required, for each of the new phases created by splitting the Project.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use

them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.

- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Contractor Insurance Guidelines, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than

One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project’s size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT’S ACCOUNTING RECORDS

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

ARTICLE 7

AUDITS AND RECORDS/VENDOR DISCLOSURE

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

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

ARTICLE 8

TERMINATION OF AGREEMENT/REMEDIES

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

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

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

ARTICLE 9 DISPUTE RESOLUTION/MEDIATION

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

ARTICLE 10 INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS “CITY” FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND EXPENSES (INCLUDING ATTORNEY’S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS “CONSULTANT” FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, “CLAIMS”). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM “CLAIMS” IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND

UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS

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

ARTICLE 11 NOTICES

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

If to City, addressed to:

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

With a copy to:

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

Email: rpittman@abernathy-law.com

If to Consultant, addressed to:

Lance Klement, P.E.

Senior Project Manager

Garver

3000 Internet Blvd., Suite 400

Frisco, Texas 75034

Telephone: (214) 619-9047

Email: LPKlement@GarverUSA.com

ARTICLE 12 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

12.3 **Attorney’s Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys’ fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV’T CODE § 271.153, as it exists or may be amended, if applicable.

12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees,

representatives and administrators are hereby bound to the terms and conditions of this Agreement.

- 12.5 **Savings/Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
- 12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.11 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.12 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have

waived, any immunity, governmental, sovereign and/or official, or defense that is available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth in this Agreement.

- 12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.
- 12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.16 **No Third-Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.
- 12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
- 12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.

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

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

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

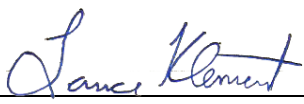
CITY:

City of Sherman, Texas,

By: _____
Dr. Zachary Flores, City Manager

CONSULTANT:

Garver, LLC

By:  _____
Lance Klement
Senior Project Manager

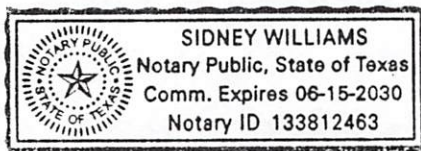
APPROVED AS TO FORM:

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

STATE OF TEXAS §
 §
COUNTY OF Collin §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Lance Klement, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT AND DULY AUTHORIZED REPRESENTATIVE FOR Garver LLC, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8th DAY OF July 2026.



Sidney Williams
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 6/15/2030

EXHIBIT A SCOPE OF SERVICES

I. PROJECT DESCRIPTION

The scope of services includes development of design construction details and specifications for improvements to the Backwash GST. The following items shall be included in the scope of the design:

- Sandblasting and recoating of the interior and exterior of the entire GST, including chemical power washing of interior of the tank.
- Removal and replacement of the tank floor, including recompaction and/or replacement of subgrade.
- Replacement of tank inlet/outlet piping connection at the tank floor.
- Replace exterior tank ladder with safety climber.
- Replace interior tank ladder with safety climber.
- Replacing and widening all access hatches.
- Add drain to the tank with splash pad to allow tank drainage into the yard.
- Application of “Confined Space Entry” placards to the water access hatch, view port, both overflow burst disks, and all manway access hatches in compliance with OSHA regulations.
- Installation of cathodic protection on the GST.
- Installation 30” isolation valve in the field outside the tank.

II. GENERAL REQUIREMENTS

- A.** Specific design requirements shall be obtained from the City of Sherman Engineering Design Standards. Consultant will establish and summarize design criteria. The design criteria will be reviewed by the City for approval prior to beginning design work.
- B.** Consultant shall coordinate with other engineering consultants, utility companies, franchise utilities, City of Sherman, pipeline companies, and any other entity which has facilities within or adjacent to the Project.
- C.** Each time the Consultant submits plans and/or specifications to City, two (2) copies (as well as PDF versions) of each shall be submitted, unless otherwise instructed. These shall be reviewed and checked by City and returned to Consultant for corrections. When the corrected copies of the plans and specifications are returned to City, the original and reviewed plans and specifications shall also be returned to City. All plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated.

EXHIBIT A SCOPE OF SERVICES

- D.** The Consultant shall submit a monthly report outlining, at a minimum, the work on the project which occurred the previous month, the work expected to be completed the following month, the next major project milestone, and any information needed from the City. The report is to be submitted with monthly invoice.
- E. Communications and Reporting:**
- i Attend review meeting with the City at the end of each design phase.
 - ii Prepare and submit monthly invoices in the format acceptable to the City.
 - iii Prepare and submit monthly progress reports.
 - iv Prepare and submit baseline Project Schedule initially, Project Schedule updates, and updated Opinion of Probable Construction Cost with each plan submittal.
 - v Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
 - vi With respect to coordination with permitting authorities, Consultant shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. Consultant shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements.
 - vii Attend additional project coordination meetings, if needed.

III. TASK SUMMARY, BASIC SERVICES

A. Project Administration and Data Collection

- a. Project Schedule – generate a project schedule.
- b. Project Management and QA/QC Plan – Develop a simple Project Management plan (PMP), Quality Control Plan, and project schedule in Gantt format.
- c. Data Collection and Review – Garver will prepare and requests for information required to be reviewed and incorporated into the overall design project.
- d. Funding Assistance – Garver will assist the City in preparing an application to the TWDB for grant assistance for two construction projects (this project and an ongoing chloramine/chlorine dioxide pilot project at the water treatment plant).

B. Final Design Plans (90%)

During the intermediate design phase of the project, GARVER will produce intermediate designs, including plans, specifications, intermediate construction details and quantities, special provisions, and opinion of probable construction cost.

EXHIBIT A SCOPE OF SERVICES

- a. Prepare intermediate engineering review drawings that address all comments from the preliminary engineering review, including detailed construction-related notes.
- b. Prepare miscellaneous plan sheets, including cover sheet, index, general notes, project control, and applicable City standard details.
- c. The Contract Documents will consist of specifications that set forth requirements for construction of the improvements and shall include the Owner's standard front ends and information as required by the Owner to competitively bid the work.
- d. The intermediate design will be completed as a 90% set. GARVER will submit 90% documents to the Owner and TCEQ for review. Upon receipt of the Owner review comments, GARVER will update the documents and produce a 100% contract documents for bidding and construction.

C. Final Design/Construction Plans (100%)

During the final design phase of the project, GARVER will produce final designs, including plans, specifications, intermediate construction details and quantities, special provisions, and opinion of probable construction cost.

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

EXHIBIT A SCOPE OF SERVICES

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

D. Bid Phase Services

Upon receipt of the design approval letter from TCEQ and approval to advertise from the City, Consultant will commence the Bid Phase Services for one construction contract.

The bidding period for prospective bidders is assumed to be a 30-day duration period. During the bidding period phase of the project, Consultant will:

- a. Prepare and submit Advertisement for Bids to Greater Texoma Utility Authority (GTUA) per their requirements. GTUA will submit the advertisement to newspapers and will pay advertising costs outside of this contract.
- b. Post advertisement for bids, construction contract documents, and any associated information to Consultant's online plan room for download by prospective bidders (at an appropriate cost for handling).
- c. Support the contract documents by preparing addenda as appropriate and posting on Civcast.
- d. Respond to questions submitted on Civcast as appropriate.
- e. Prepare conformed construction documents to reflect the adjustments during the bid phase.
- f. Conduct one pre-bid meeting.
- g. Prepare a pre-bid meeting agenda. Following City authorization, post the pre-bid meeting presentation with attendance record on Consultant's online plan room.
- h. Conduct a construction site tour following the pre-bid meeting by interested pre-bid meeting attendees and other interested parties.
- i. Host, attend, and manage the bid opening process.
- j. Prepare bid tabulation
- k. Evaluate bids and recommend award.
- l. Assist in the preparation of formal Construction Contract Documents, provide four (4) copies of contracts to be executed by the contractor, and coordinate their execution by the respective parties.
- m. The Consultant shall not be required to guarantee the accuracy of the final design Cost of Construction, but may be required to provide additional services at no cost to the City if bids for the Project exceed the fixed budget limit for the Construction Cost as provided in Article 3.

E. Construction Phase Services

EXHIBIT A SCOPE OF SERVICES

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

EXHIBIT A SCOPE OF SERVICES

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

IV. **ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES**

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

1. Construction observation services
2. Public outreach
3. Facility condition assessments
4. Emergency response planning
5. Hazard mitigation planning
6. Survey of any kind
7. Startup assistance
8. Operations support services
9. Warranty assistance services
10. Geotechnical services
11. Utility location services
12. Operational audit/optimization
13. Environmental handling and documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items
14. Modeling of the water system

V. **SCHEDULE**

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

<u>Phase Description</u>	<u>Calendar Days</u>
90% Submittal	45 days from NTP
100% Submittal	10 days from Owner comments on 90%
Bid Services	30 days from Owner approval

EXHIBIT A
SCOPE OF SERVICES

Construction Services

270 days from completion of bid services

EXHIBIT B
PROJECT BUDGET SUMMARY

I. Basic Services

A. Project Administration and Data Collection (Expected Completion: Ongoing through construction completion)	\$15,496.00
B. Final Design Plans (90%) (Expected Completion: August 27, 2026)	\$44,782.00
C. Final Design/Construction Plans (100%) (Expected Completion: September 10, 2026)	\$19,570.00
D. Bid Phase Services (Expected Completion: October 20, 2026)	\$9,016.00
E. <u>Construction Phase Services</u>	<u>\$29,644.00</u>
<i>Total Basic Services (Lump Sum)</i>	<i><u>\$118,508.00</u></i>

II. Special Services

<u>N/A</u>	<u>\$0.00</u>
<i>Total Authorized Special Services</i>	<i>\$0.00</i>
<i>Project Budget, Grand Total (Not-To-Exceed)</i>	<i>\$118,508.00</i>

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

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

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

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

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

II. **GUIDELINES FOR DIRECT EXPENSES**.

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

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

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

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

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

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

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

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

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

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

I. GENERAL INSURANCE REQUIREMENTS –

- A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability insurance.
- B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.
- C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and policy endorsement(s) evidencing the required insurance shall be submitted prior to execution of the Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and policy endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage(s) is required for this Agreement.

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

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

-
- | | | | |
|---------------|-----|---|--|
| <u> X </u> | 4. | Professional Liability | <ul style="list-style-type: none">▪ Minimum \$1,000,000.00 each claim;▪ Minimum \$2,000,000.00 in the aggregate |
| <u> X </u> | 5. | Umbrella Coverage of Excess Liability Coverage | <ul style="list-style-type: none">▪ An amount of \$2,000,000.00▪ Minimum \$2,000,000.00 in the aggregate |
| <u> X </u> | 6. | City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess. | |
| <u> X </u> | 7. | General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance. | |
| <u> X </u> | 8. | Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates. | |
| <u> X </u> | 9. | Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s). | |
| <u> X </u> | 10. | The Certificate of Insurance must state the project title and bid number. | |
| <u> </u> | 11. | Other Insurance Requirements (State Below): | |

EXHIBIT F
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY 	
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. _____ Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 _____ Signature of vendor doing business with the governmental entity _____ Date		



0 100 200 400 Feet

Microsoft, Vantor, Esri Community
OpenStreetMap, Microsoft, Esri, To

Sherman
CLASSIC TOWN. BROAD HORIZON.



SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F.2.

Meeting Date: 7/20/2026

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Zachary Flores, City Manager

Caption:

* *RESOLUTION NO. 7660*

Authorizing Approval of the 2026 Emergency Solutions Grant Program for the Salvation Army

Issue:

To provide Council approval for the Salvation Army to apply for the Emergency Solutions Grant Program through the Texas Department of Housing and Community Affairs.

Background:

The Emergency Solutions Grant (ESG) program provides federal funding to state and local governments and nonprofits to help people who are homeless or at risk of homelessness quickly regain stability in permanent housing. The ESG program is administered by the Texas Department of Housing Community Affairs.

The Salvation Army is seeking funding to help support the operations of our homeless shelter at the 5700 Texoma Parkway location, as well as gain additional funding for homeless prevention in the form of rental and utility assistance for our community.

Capital Improvement Program:

Origination:

Mayor's Office

Financial Consideration:

This is for support only.

Staff Recommendation:

Alternatives:

Attachments:

1. Resolution No. 7660
2. ESG Signature Page

RESOLUTION NO. 7660

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING APPROVAL OF THE 2026 EMERGENCY SOLUTIONS GRANT PROGRAM FOR THE SALVATION ARMY; 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 Salvation Army is authorized to submit an application for the 2026 Emergency Solutions Program through the Texas Department of Housing and Community Affairs.

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

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



2026 Emergency Solutions Grants (ESG) Program Annual Application

Local Government Approval for Nonprofit Organizations Conducting ESG Shelter Activities

Name of ESG annual allocation Applicant: The Salvation Army - Sherman

Brief description of proposed shelter activities: Emergency Shelter & Homeless Prevention Services

Location of shelter activities: Sherman, Texas

To be completed by the city or county:

I, name, title, duly authorized to act on behalf of the City of Sherman, Texas, hereby approve the following emergency shelter activities proposed by the ESG Applicant listed on this form, which are to be located in this jurisdiction.

Name of Local Official Lead Agency Staff (*please print or type*)

Signature of Local Official*

Date

Phone of Local Official

Email of Local Official

*County judge or mayor, or their official designee (such as city manager, assistant city manager, community development director or human services director). Each local government determines who has the authority to sign this document.



City Council Regular Meeting

Agenda Item No. G.1.

Meeting Date: 7/20/2026

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Zachary Flores, City Manager

Caption:

Other Business

Receive Quarterly Report from Sherman Economic Development Corporation (SEDCO) from SEDCO President Kent Sharp.

Issue:

To receive the Sherman Economic Development Corporation (SEDCO) quarterly progress report from President Kent Sharp

Background:

The brief presentation by the SEDCO President will provide the City Council with an overview of SEDCO's activities and accomplishments during the period from April 2026 to current. Sedco's last update was at the April 20, 2026, Regular City Council Meeting.

Capital Improvement Program:

Origination:

City Council

Financial Consideration:

This presentation is for information purposes only and has no impact on the City's revenues or expenses.

Staff Recommendation:

No action is required of the City Council

Alternatives:

None Recommended

Attachments:

1. 7-20-26 Qtly Rpt to CC Narrative

REPORTING FORM FOR BOARDS AND COMMISSIONS

Name of Board: Sherman Economic Development Corporation

Name of Chair: Gail Utter

Name of Vice-Chair: Jason Brumm

Date of Report to City Council: July 20, 2026

- 1. In simple terms and as briefly as possible, please describe the mission of your board.**
 - *The mission of the Sherman Economic Development Corporation (SEDCO) is to grow and diversify the economy of Sherman and the surrounding area through the addition of new jobs and investment of primary employers.*
- 2. Please list the top accomplishments of your board within the past quarter. (Please limit the list to five or fewer items).**
 - *Presented GlobiTech, Inc. with its second annual incentive payment in the amount of \$364,500 after the company met the terms of its agreement, including maintaining an annual average of 200 full-time equivalent employees.*
 - *Attended Coherent and NVIDIA's Reindustrializing America: Manufacturing for the AI Era announcement and groundbreaking for Coherent's \$650 million Sherman expansion, supported by a \$2 billion strategic investment from NVIDIA.*
 - *Attended the Rayburn Electric groundbreaking ceremony for Rayburn Energy Station II, a \$685 million investment in critical energy infrastructure that will support grid reliability and Sherman's continued growth*
 - *Hosted the inaugural Women In STEM Youth Summer Camp, bringing together 30 incoming sixth-grade students from Sherman (15) and Denison (15) for hands-on STEM activities, industry tours, and conversations with women working in manufacturing and technology careers. Held a recap meeting to discuss camp and feedback provided by girls.*
 - *Hosted the Sherman Industry Classic Softball Tournament, bringing together six teams from GlobiTech, GlobalWafers America, Eaton, Tyson, and City of Sherman partners for friendly competition, networking, and appreciation. Congratulations to GlobalWafers America, the 2026 tournament champion.*
- 3. What are your plans for this board in the next quarter?**
 - *Compete aggressively for the attraction of new jobs and investments to the city by narrowing our focus to national and international companies within the advanced manufacturing, semiconductor, research and development, and corporate headquarters clusters.*
 - *Through the Business Retention and Expansion (BRE) Program, we will continue our BRE visits to the Sherman industries and work closely with companies that have announced new investments in Sherman to ensure they have the support to meet their goals and receive the incentives as identified in the performance agreements.*
 - *Camila will attend the Texas Economic Development Corporation Basic Economic Development course in Southlake, TX.*
 - *Host the Leadership Lunch on September 23rd at the Sherman Municipal Ballroom.*

- *Host the Plant Manager & Safety Leader Forum on September 29th at the Sherman Water Treatment Plant.*
- *Host a joint meeting with the City Council in September where the FY 25-26 Program of Work and Budget will be considered for approval.*
- *Continue to add contacts to the Sherman WOMO business directory.*
- *The SEDCO team will attend the Southern Economic Development Corporation Annual Conference in Bonita Spring, FL.*
- *While in Florida they will also make a site visit to Easy Foods Headquarters.*
- *Will attend multiple recruiting events and tradeshows, Team Texas Consultant Summit, Semicon West in San Fransico, CA, International Asset Management Council Fall Forum, Columbus, OH, International Economic Development Council in New Orleans, LA.*
- *Sponsor the New Teacher Luncheon hosted by the Sherman Chamber of Commerce.*
- *Contact each company for current job count, job listing updates on shermantxjobs.com, and industry updates. New listings will be boosted on social media.*
- *Complete an aerial Map update and have printed.*

4. How often did this board meet in the last quarter?

- *The SEDCO Board meets on the second Tuesday of each month and holds Special Called Meetings when needed. Since our last report, the SEDCO Board has held three Regular Scheduled Board Meetings (April 21st, May 20th, June 23rd).*

5. In what percentage of those meetings was a quorum of board members present?

- *100%*

6. Did any member attend less than 75% of those meetings? If so, which member and how often did they attend?

- *Gail Utter and Robin Phillips were absent for the April 21st Regular Schedule meeting. Rob Wilson was absent for the April 21st and May 26th Regular Scheduled.*

7. What other information would your board like to communicate to the City Council? (Please be concise in your response).

- *Presently working four active projects with an estimated \$3 billion CAPEX and approximately 4,656 new jobs and 270 retained jobs.*
- *Completed four site visits and prospect calls with companies interested in relocating and/or expanding their operations to Sherman.*
- *During the last quarter, the SEDCO Board approved the following:*
 - *Resolution No. SEDCO-2026-04 (Amendment to License Agreement for the Laydown Yard in Progress Park V) amended and restated license agreement with Rayburn Country Electric Cooperative for an additional 6.98-acre to support industrial infrastructure installation.*
- *Co-hosted the Partners in Progress Regional Event with the Denison Development Alliance and the mayors of Sherman and Denison to bring regional leaders together for discussion on infrastructure, workforce, economic development, and opportunities for continued collaboration between Sherman and Denison. In preparation for the event held planning meetings with the panelists. Met with Mayor Teamann, Mayor Crawley, and Denison Development Alliance (DDA) team to discuss follow-up items from the Partners in Progress regional event and future opportunities and the next event.*

- Presented DSB WorldWide, Inc. with a Small Business Development Grant in support of their more than \$145,000 investment in their Sherman location. They also fulfilled their community commitment with a \$500 donation to the Crisis Center.
- Held a Sherman Women-owned and/or Minority-owned committee meeting to discuss the expo. The WOMO Expo was held on April 30th from 4 – 8 p.m. with 28 businesses participating.
- Ashton and Shannon attended the 2026 SelectUSA Investment Summit in Washington, D.C., joining more than 5,500 attendees from 100 countries and 55 U.S. states and territories to promote Sherman's economic development opportunities and connect with international business leaders and site selectors.
- Attended the Japan-Texas Economic Summit in Arlington to support international business development and promote Sherman's economic development opportunities.
- Hosted the Leadership Lunch to bring together industry, education, utility, legislative and community partners for brief updates, discussion, and continued collaboration.
- Hosted the Plant Manager and Safety Leader Forum with TxDOT representatives to provide updates on the US 75 corridor and potential impacts to local industry operations.
- Co-hosted the Career Connection including 38 employers and approximately 450 job seekers, including 26 veterans and 46 students.
- Kent served as a speaker for the webinar "The North Texas Investment Landscape: Insights from the Dallas-Fort Worth Region" hosted by the U.S. Commercial Service to focus on foreign direct investment.
- Kent met with Jeremy McMillan, president of Grayson College, and Tony Kai, President, Denison Development Alliance, to discuss future development.
- Discussions with Grayson County and Denison Developmental Alliance regarding long term planning at North Texas Regional Airport.
- Celebrated Camila's graduation from Austin College, where she earned a Bachelor of Arts degree with a double major in International Business and Economics.
- Attended the Texas Economic Development Open House at the Fort Worth Museum of Science and History focused on Google Data Centers, industry trends, and economic development impacts.
- Attended the Sherman Chamber of Commerce Leadership Training, "The Hardest Part of Business," focused on effective feedback, communication, and leadership development.
- Ashton and Shannon attended a training session at Workforce Solutions Texoma "Soft Talk vs Solid Talk" hosted by the Texoma HR.
- Ashton and Shannon attended the Industrial Asset Management Council Spring Forum in Little Rock, AR where Shannon earned the leadership designation "Fellow" through the organization.
- Ashton and Shannon attended Southern Economic Development Council Site Selection Summit in Arlington where we hosted five site selectors and two members of the governs office for a dinner to discuss Sherman Industrial Park, target industries, and potential ways to partner.
- Shannon attended the Engage event hosted by the Dallas Regional Chamber.
- Continued the weekly meetings with Sherman industries (both existing and new), BNSF, and Via Rail to discuss rail projects in Progress Park.
- Met with Gillian Locke to discuss options for honoring former SEDCO Board Chair Janie Bates in connection with the future Austin College Engineering and Science Building.
- Ashton attended the Team Texas Advisory Council Summer Retreat.

- *Kent, Ashton, and Shannon attended the Texas Economic Development Council Mid-year conference in Plano, TX.*
- *Sponsored the Sherman Chamber of Commerce Golf Tournament.*
- *SEDCO staff participated in multiple webinars, committee meetings, and community events.*
- *Sponsored 9 ads on Facebook promoting Partners in Progress Event, Sherman WOMO: Expo, Trident Job Fair, Eaton Job Fair/hiring event, Coherent job opening, and Coherent groundbreaking event: Recent success stories include Coherent hiring an electrical engineer and Quality Ingredients hiring a Tote/Drum Washing & Sanitation team member after promoting their openings and directing applicants to shermantxjobs.com.*
 - *Total Reach: 44,380*
 - *Total Link Clicks: 645*
 - *Total Post Engagement: 5,952*



SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. G.2.

Meeting Date: 7/20/2026

Prepared By:

Approved By: Zachary Flores, City Manager

Caption:

Other Business

Presentation on Solid Waste Rates

Issue:

To receive an informative presentation from the City Manager about the City's enterprise rates in comparison to other local municipalities.

Background:

At a previous City Council meeting, Mayor Teamann directed staff to conduct a comparative review of the City of Sherman's enterprise funds against those of municipalities in Grayson and Collin Counties. This presentation is provided for informational purposes only and is intended to respond to the Mayor's request by presenting the comparative analysis. No action is requested of the City Council at this time.

Capital Improvement Program:

N/A

Origination:

Financial Consideration:

N/A

Staff Recommendation:

N/A

Alternatives:

N/A

Attachments:

1. Craig Flores_Trash Rates as requested by the Mayor49
2. 2026-7-1_Rate_Comparison_PP

Collin County

City	Provider	Cost	Carts	Size	Water/WW per 5000 Gal
Anna	Cards	\$ 22.70	1 trash	96	130.34
			1rec	64	
		\$ 7.49	extra trash cart		
Melissa	CWD	\$ 19.92	1 trash	95	136.25
			1 rec	95	
		\$ 7.89	extra trash cart		
McKinney	Frontier	\$ 20.36	1 trash	95	111.90
			1 rec		
		\$ 7.82	extra trash cart		
Fairview	Republic	\$ 23.81	1 trash	95	137.55
			1 rec		
		\$ 9.27	extra trash cart		
Allen	CWD	\$ 22.28	1 trash	95	118.22
		\$ 41.62	2 trash		
		\$ 58.73	3 trash		
		\$ 11.49	extra trash cart		
Plano	City	\$ 25.60	1 trash	96	100.20
		\$ 18.32	1 rec	68	
		\$ 21.33	extra trash cart		
Frisco	Progressive	\$ 23.00	1 trash	95	105.82
			1 rec	95	
		\$ 20.00	extra trash cart		
Wylie	CWD	\$ 17.60	1 trash	95	118.61
		\$ 5.76	extra trash cart		
Sachse	CWD	\$ 20.16	1 trash	95	105.02
			1 rec	95	
		\$ 10.20	extra trash cart		
Lucas	CWD	\$ 28.45	1 trash	95	125.29
		\$ 14.32	extra trash cart		
Blue Ridge	Sanitation Solutions	\$ 20.58	1 trash	95	75.03
		\$ 16.38	extra trash cart		
Celina	CWD	\$ 17.74	1 trash	95	98.06
		\$ 3.97	rec		
		\$ 10.75	extra trash cart		
Farmersville	Sanitation Solutions	\$ 14.84	1 trash	95	146.35
		\$ 8.65	extra trash cart		
Parker	Republic Services	\$ 28.15	2 trash	95	175.47
			1 rec	65	
		\$ 11.18	extra trash cart		
Prosper	Republic Services	\$ 23.33	1 trash	95	109.17
			1 rec	95	
		\$ 7.74	extra trash cart		
Princeton	CWD	\$ 1.00	1 trash	95	102.51
		\$ 4.66	1 rec	95	

ALL CITIES IN COLLIN AND GRAYSON COUNTIES

WITH PUBLISHED RATES

RANK	CITY	COUNTY	TYPE	PROVIDER
1	Parker	Collin	Contracted	Republic Services
3	Farmersville	Collin	Contracted	Sanitation Solutions & CWD
2	Fairview	Collin	Contracted	Republic
3	Paris	Other	Contracted	CARDS
4	Melissa	Collin	Contracted	CWD
4	Lavon	Collin	Contracted	CWD
5	Pottsboro	Grayson	Contracted	Waste Connections
6	Anna	Collin	Contracted	CARDS
7	Howe	Grayson	Contracted	Frontier Waste Solutions
8	Lucas	Collin	Contracted	CWD
9	Collinsville	Grayson	Contracted	Frontier Waste Solutions
10	Whitewright	Grayson	Contracted	Alford Waste Solutions
11	Wylie	Collin	Contracted	CWD
12	Allen	Collin	Contracted	CWD
13	Van Alstyne	Grayson	Contracted	CWD
14	Tom Bean	Grayson	Contracted	Republic Services
15	Murphy	Collin	Contracted	Republic Services
16	Denison	Grayson	City Managed	City of Denison
17	Bells	Grayson	Contracted	Sanitation Solutions
18	McKinney	Collin	Contracted	Frontier Waste Solutions
19	Prosper	Collin	Contracted	Republic Services
20	Bonham	Other	Contracted	Sanitation Solutions
21	Tioga	Grayson	Contracted	Republic Services
22	Gainesville	Other	City Managed	City of Gainesville
23	Frisco	Collin	Contracted	Waste Connections
24	Sachse	Collin	Contracted	CWD
25	Josephine	Collin	Contracted	Republic
26	Princeton	Collin	Contracted	CWD
27	Plano	Collin	Both	City & Republic
28	Royse City	Collin	Contracted	Sanitation Solutions
28	Celina	Collin	Contracted	CWD
29	Garland	Other	City Managed	City Of Garland
30	Gunter	Grayson	Contracted	Alford Waste Solutions
31	Whitesboro	Grayson	Contracted	Frontier Waste Solutions
32	Richardson	Collin	City Managed	City Of Richardson
33	Blue Ridge	Collin	Contracted	Sanitation Solutions
34	Dorchester (no sewer)	Grayson	Contracted	Frontier
39	Sherman	Grayson	City Managed	City of Sherman
40	Carrollton	Collin	Contracted	Republic

FY	County Avg.	
	Grayson (excluding Sherman)	\$126.14
	Collin	\$135.78

RATE	WATER/WW	TOTAL
\$28.15	\$175.47	\$203.62
\$14.84	\$146.35	\$161.19
\$23.81	\$137.55	\$161.36
\$18.08	\$137.12	\$155.20
\$19.92	\$136.25	\$156.17
\$24.25	\$134.61	\$158.86
\$15.00	\$132.98	\$147.98
\$22.70	\$130.34	\$153.04
\$14.80	\$128.98	\$143.78
\$28.45	\$125.29	\$153.74
\$22.86	\$123.78	\$146.64
\$17.70	\$119.32	\$137.02
\$17.60	\$118.61	\$136.21
\$22.28	\$118.22	\$140.50
\$14.45	\$117.35	\$131.80
\$18.29	\$114.66	\$132.95
\$21.39	\$114.48	\$135.87
\$29.13	\$114.11	\$143.24
\$21.60	\$113.65	\$135.25
\$20.36	\$111.90	\$132.26
\$23.33	\$109.17	\$132.50
\$27.34	\$109.15	\$136.49
\$23.33	\$107.92	\$131.25
\$22.51	\$106.67	\$129.18
\$23.00	\$105.82	\$128.82
\$20.16	\$105.03	\$125.19
\$23.01	\$103.35	\$126.36
\$20.45	\$102.51	\$122.96
\$25.60	\$100.20	\$125.80
\$25.98	\$98.50	\$124.48
\$17.74	\$98.06	\$115.80
\$25.98	\$95.90	\$121.88
\$20.00	\$91.57	\$111.57
\$19.11	\$85.20	\$104.31
\$25.59	\$82.15	\$107.74
\$20.58	\$75.03	\$95.61
\$19.11	\$72.50	\$91.61
\$15.30	\$67.11	\$82.41
\$25.60	\$63.48	\$89.08

\$18.09

Source: <https://communityimpact.com/dallas-fort-worth/richardson/government/2026/06/23/richardson-proposed-water-plan>.

Meter Size	Current base charge	Proposed 2026	Proposed 2027	Proposed 2028	Proposed 2029
3/4-inch	\$8.00	\$9.60	\$11.55	\$13.85	\$16.65
1-inch	\$8.00	\$13.08	\$18.16	\$23.24	\$28.32
1 1/2-inch	\$8.00	\$19.72	\$31.44	\$43.16	\$54.88
2-inch	\$8.00	\$27.72	\$47.44	\$67.16	\$86.88
3-inch	\$8.00	\$46.40	\$84.80	\$123.20	\$161.60
4-inch	\$8.00	\$73.08	\$138.16	\$203.24	\$268.32
6-inch	\$8.00	\$139.72	\$271.44	\$403.16	\$534.88
8-inch	\$8.00	\$219.72	\$431.44	\$643.16	\$854.88
10-inch	\$8.00	\$313.08	\$618.16	\$923.24	\$1,228.32

Proposed 2030

\$20.00
\$33.40
\$66.60
\$106.60
\$200.00
\$333.40
\$666.60
\$1,066.60
\$1,533.40

City of Sherman Enterprise Accounts

**ALL CITIES IN COLLIN AND GRAYSON COUNTY
WITH PUBLISHED RATES**

RANK	CITY	COUNTY	TYPE	PROVIDER	RATE	WATER/SEWER	TOTAL
1	Parker	Collin	Contracted	Republic Services	\$28.15	\$175.47	\$203.62
2	Fairview	Collin	Contracted	Republic	\$23.81	\$137.55	\$161.36
3	Farmersville	Collin	Contracted	Sanitation Solutions & CWD	\$14.84	\$146.35	\$161.19
4	Lavon	Collin	Contracted	CWD	\$24.25	\$134.61	\$158.86
5	Melissa	Collin	Contracted	CWD	\$19.92	\$136.25	\$156.17
6	Paris	Other	Contracted	CARDS	\$18.08	\$137.12	\$155.20
7	Lucas	Collin	Contracted	CWD	\$28.45	\$125.29	\$153.74
8	Anna	Collin	Contracted	CARDS	\$22.70	\$130.34	\$153.04
9	Pottsboro	Grayson	Contracted	Waste Connections	\$15.00	\$132.98	\$147.98
10	Collinsville	Grayson	Contracted	Frontier Waste Solutions	\$22.86	\$123.78	\$146.64
11	Howe	Grayson	Contracted	Frontier Waste Solutions	\$14.80	\$128.98	\$143.78
12	Denison	Grayson	City Managed	City of Denison	\$29.13	\$114.11	\$143.24
13	Allen	Collin	Contracted	CWD	\$22.28	\$118.22	\$140.50
14	Whitewright	Grayson	Contracted	Alford Waste Solutions	\$17.70	\$119.32	\$137.02
15	Bonham	Other	Contracted	Sanitation Solutions	\$27.34	\$109.15	\$136.49
16	Wylie	Collin	Contracted	CWD	\$17.60	\$118.61	\$136.21
17	Murphy	Collin	Contracted	Republic Services	\$21.39	\$114.48	\$135.87
18	Bells	Grayson	Contracted	Sanitation Solutions	\$21.60	\$113.65	\$135.25
19	Tom Bean	Grayson	Contracted	Republic Services	\$18.29	\$114.66	\$132.95
20	Prosper	Collin	Contracted	Republic Services	\$23.33	\$109.17	\$132.50
21	McKinney	Collin	Contracted	Frontier Waste Solutions	\$20.36	\$111.90	\$132.26
22	Van Alstyne	Grayson	Contracted	CWD	\$14.45	\$117.35	\$131.80
23	Tioga	Grayson	Contracted	Republic Services	\$23.33	\$107.92	\$131.25
24	Gainesville	Other	City Managed	City of Gainesville	\$22.51	\$106.67	\$129.18
25	Frisco	Collin	Contracted	Waste Connections	\$23.00	\$105.82	\$128.82
26	Josephine	Collin	Contracted	Republic	\$23.01	\$103.35	\$126.36
27	Plano	Collin	Both	City & Republic	\$25.60	\$100.20	\$125.80
28	Sachse	Collin	Contracted	CWD	\$20.16	\$105.03	\$125.19
29	Royse City	Collin	Contracted	Sanitation Solutions	\$25.98	\$98.50	\$124.48
30	Princeton	Collin	Contracted	CWD	\$20.45	\$102.51	\$122.96
31	Garland	Other	City Managed	City Of Garland	\$25.98	\$95.90	\$121.88
32	Celina	Collin	Contracted	CWD	\$17.74	\$98.06	\$115.80
33	Gunter	Grayson	Contracted	Alford Waste Solutions	\$20.00	\$91.57	\$111.57
34	Richardson	Collin	City Managed	City Of Richardson	\$25.59	\$82.15	\$107.74
35	Whitesboro	Grayson	Contracted	Frontier Waste Solutions	\$19.11	\$85.20	\$104.31
36	Blue Ridge	Collin	Contracted	Sanitation Solutions	\$20.58	\$75.03	\$95.61
37	Dorchester (no sewer)	Grayson	Contracted	Frontier	\$19.11	\$72.50	\$91.61
38	Carrollton	Collin	Contracted	Republic	\$25.60	\$63.48	\$89.08
39	Sherman	Grayson	City Managed	City of Sherman	\$15.30	\$67.11	\$82.41

Average Price per County

Grayson (excluding
Sherman)

\$126.14

Collin

\$135.78

So what?

Sherman has the cheapest combined rate (water/wastewater/solid waste) in both counties by \$6.67.

Sherman is lower than the Grayson County combined rate by \$43.73.

Sherman has the lowest water/wastewater rate (per 5K gallons) in Grayson County by \$18.09.



SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. G.3.

Meeting Date: 7/20/2026

Prepared By: Jim Cross, Water Systems Manager

Approved By:

Caption:

*** OTHER BUSINESS**

Repair and Rework of the Shepherd 1 Trinity Well Under Emergency Designation

Issue:

To allow the repair and rework of the Shepherd 1 Trinity Well under Emergency Designation.

Background:

The Shepherd 1 Trinity groundwater well has suffered a pump failure and is in need of an emergency repair. The capacity of this water well is approximately 500,000 gallons per day. This well has a submersible pump/motor that was damaged by a power surge most likely due to a lightning strike. Weisinger Inc. has removed and inspected the equipment and confirmed the pump failure. An insurance claim has been submitted and is currently in review. This item is requesting approval to contract Weisinger, Inc. to move forward with the emergency repair. Weisinger is a member of the BuyBoard Contract #770-25. The City has worked extensively with Weisinger Inc. and have found them competent to do this type of work.

Capital Improvement Program:

Origination:

Water Production

Financial Consideration:

The City staff's estimated cost to repair the well is approximately \$541,896.00

Staff Recommendation:

It is recommended that the emergency repair and rework of the Shepherd 1 Trinity Well under Emergency Designation be approved and that the City Manager be authorized to execute any required contract documents.

Alternatives:

As may be directed by the City Council

Attachments:

1. Agreement - Shepherd 1T
2. Quote - Shepherd 1T
3. Location Map

AGREEMENT

THIS AGREEMENT is by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality (the "CITY"), and WEISINGER, INCORPORATED, 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 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. The Work project is generally described as follows:

Shepherd 1 Trinity Emergency Repair – Emergency Designation

Article 2. ENGINEER

The Project has been designed by City of Sherman Engineering Department, Sherman, Texas, 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 will be substantially completed and ready for final payment within 90 calendar days from the date when the Contract Time commences to run, as provided in the Special 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 Special 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 \$100.00 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 Quote included in the Contract Documents.

Article 5. PAYMENT PROCEDURES

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

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.

The CITY shall retain 5% of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. When the Work is substantially complete, the retained amount may be reduced to 2%, at the CITY'S discretion.

Article 6. INTEREST

If the contract amount of this contract 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 carefully studied all reports of explorations and tests of subsurface conditions and drawings of physical conditions, if any, which are contained or identified in the Contract Documents, and accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.
- 7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to, or to supplement, those referred to above, which pertain to the subsurface or physical conditions at or contiguous to the site, or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are, or will be, required by CONTRACTOR for

such purposes.

- 7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of all Underground Facilities, whether indicated in the Contract Documents, or not. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are, or will be, required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.6 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.
- 7.7 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Conditions.
- 7.8 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 Certifications Required by Texas Law
 - 8.3 Suspension and Debarment Certification
 - 8.4 Agenda Item
 - 8.5 Request for Quotation
 - 8.6 Quotation
 - 8.7 Form 1295, Certificate of Interested Parties
 - 8.8 Certificate of Insurance
 - 8.9 Performance Bond and POA
 - 8.10 Payment Bond and POA
 - 8.11 Notice to Proceed
 - 8.12 Maintenance Bond and POA
 - 8.13 Closeout Documents
 - 8.14 Davis-Bacon Wage Determinations
 - 8.15 Special Conditions
 - 8.16 General Conditions of Agreement
- Technical Specification prepared or issued by City of Sherman / /

8.17 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by 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 in this Agreement. The Contract Documents may only be amended, modified or supplemented, as outlined in this Contract.

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 NEGLIGENCE, GROSSLY NEGLIGENCE 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 Conditions.
- 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 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: WEISINGER, INCORPORATED

By: _____

By: _____

Date: _____

Date: _____

(Corporate Seal)

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

July 10, 2026

City of Sherman
243 La Cima Dr.
Sherman, TX 75090

Attn: Oscar Canales

Ref: Shepherd 1 Trinity – Enclosed Line Shaft Proposal

Mr. Canales :

As you requested, we updated our February proposal and removed the previously invoiced pull and inspection portion from the scope of supply. Please review. Our findings below have not been changed.

Listed below are our findings:

After a visual inspection of the equipment, it is our findings that electrical components showed evidence of electrical failure caused by a sudden in-rush of current in a power surge. All downhole pumping equipment had to be removed for a damage assessment.

Inspections of the pumping equipment found that the 150 HP motor megged bad and has visible damage to the bottom seal allowing water ingress. It is not repairable. The pump components were damaged by the catastrophic sudden stop. We recommend replacing the pump. The existing cable was megged dry and went to ground. The spool is too large to perform the water immersion testing. The spring checks on the both check valves were found to be weak resulting in them needing to be replaced. All equipment is located in our Tyler facility for review. No TV survey of the well was completed.

Scope of Services & Supply

Line Shaft Pumping Equipment

- New 400 GPM @ 970' TDH enclosed line shaft bowl assembly
- 1160' 8" x 3" x 1 15/16" with suction pipe and 304 stainless cone strainer
- New 200 HP VHS motor with 1 15/16" motor drive shaft
- New 8" fab steel discharge head, complete with column adapter flange and 3" x 1 15/16" tension bearing and tension plate assembly
- New 3 Gallon oil reservoir complete with immersion heater and lubrication kit
- Two (2) new 1/4" pvc coated stainless steel airlines complete with water level detector kits
- Misc. Items to make operational
- Shop labor – skilled to assemble the equipment and load for shipment

Labor to Install New Pumping Equipment

- Shop labor to assemble and prepare new equipment for shipment
- Transport pumping equipment to the well site
- Service rig and crew to install pumping equipment in the well
- Service Technician to start-up, test the well and collect (1) bacteriological sample.

Total of Services and Materials Outlined Above.....\$541,896.00

Note: This includes provisions for BuyBoard, Insurance and Bonds.



July 10, 2026
Mr. Oscar Canales
Re: City of Sherman Shepherd 1 Trinity
Page -2-

Thank you for the opportunity to offer you our services as we await your response.



BuyBoard Contract #770-25

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffery Boon", is written over a white background.

Jeffery Boon
jboon@weisingerinc.com
817-771-8049



2026 Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
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February						
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March						
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April						
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December						
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27	28	29	30	31		

	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

[illegible]