

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, SEPTEMBER 15, 2025
5:00 PM**

- A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER DARON HOLLAND**
- A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 2, 2025.**

Citizen Comments

B.1. CITIZEN COMMENTS

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

Consent Agenda

C.1. CONSENT AGENDA

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

Proclamations

D.1. CONSTITUTION WEEK - SEPTEMBER 17-23, 2025

Constitution Week - September 17-23, 2025

Special Presentation

E.1. SPECIAL PRESENTATION

Unveiling of the "Sherman Connect" phone app and Citizen Request Management software

Public Hearing

F.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6868

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 6 (Health And Sanitation), Article 6.02 (Food Establishments), Section 6.02.010 (Additional Requirements For Mobile Food Units (MFU)); Striking Permit Fees On Mobile Food Units To Conform To Recent Changes In State Law; Providing A Penalty Clause With A Maximum Fine Of \$2,000, Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of The Caption Hereof; Finding And Determining That The Meeting As Which This Ordinance Is Passed Was Noticed And Is Open To The Public As Required By Law

F.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6869

Amending Chapter 9 of the Code of Ordinances, Entitled "Personnel", Article 9.05, Entitled "Civil Service for Firefighters and Police Officers", at Section 9.05.026, Entitled "Authorized Number of Position", to Revise the Number of Authorized Positions in the Police Department; Providing for Inclusion in the Code of Ordinances; Providing for Severability; Providing for a Repealer

F.3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6870

Amending Chapter 13 Of The Code Of Ordinances, Entitled Utilities, Article 13.07 Entitled Water, Sewers, and Sewage Disposal, at Section 13.07.003, Connection to Water and Sewer Mains Outside City Limits; and Article 13.08 Entitled Utility Billing, at Section 13.08.003, Deposit to Assure Payment; Section 13.08.005, Water Rates; and 13.08.006, Sewer Charges; Providing A Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of the Caption Hereof.

F.4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6871

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow A Church Or Other Place Of Worship In A C-1 (Retail Business) District/F.M. 1417 Overlay District Located At 2001 Skyline Drive, Consisting Of 2.85 Acres Being A Part Of Lot 3, Block 1, Skyline Business Park Addition, The Fielding Bacon Survey, Abstract No. 119, City Of Sherman, Grayson County, Dean Gilbert Jr, LLC (Owner) And Kent Hughlett (Architect); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

F.5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6872

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Automobile repair, Body work, or Painting in a C-2 (General Commercial) District, Located At 2500 Block Fallon Drive, Consisting of 2.482 acres, City Of Sherman, Grayson County, Texas Ali Farmehr (Owner), Greg Joseph (Applicant) and Helvey-Wagner Surveying, Inc. (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Close Public Hearing and Consider Adoption of Ordinances

G.1. CLOSE PUBLIC HEARING

Consider Adoption of Ordinances 6868, 6869, 6870, 6871 & 6872

Resolutions

H.1. * RESOLUTION NO. 7571

Authorizing Execution of an Agreement with Reid Fady and Dana Morgan Fady Under the City of Sherman's Downtown Building Improvement Grant Program for Renovations at 105 S. Travis Street

H.2. * RESOLUTION NO. 7572

Repealing and Replacing Resolution No. 7545; Establishing Salary Structures and Incentive/Certification Pay Schedules for Firefighters and Police Officers; Establishing Special Longevity Pay Schedules for Newly Hired Firefighters and Firefighters and Police Officers; Providing for an Effective Date

H.3. * RESOLUTION NO. 7573

Amending the 2024-2025 Budget of the City of Sherman, Texas, Appropriating and Allocating Additional Funds for the Period of October 1, 2024 through September 30, 2025

H.4. * RESOLUTION NO. 7574

Authorizing the City Manager to Execute a Contract with The Sherman Museum for Expenditure of a Portion of the Funds Collected by the City of the Hotel-Motel Occupancy Tax

H.5. * RESOLUTION NO. 7575

Authorizing The City Manager Or His Designee To Execute An Encroachment Easement With Grant And Shanna Harp For The Encroachment Of An In-Ground Swimming Pool Within A 12-Foot Utility Easement Established In Volume 2453, Page 517, Property Records, Grayson County, Texas.

H.6. * RESOLUTION NO. 7576

Awarding a Bid to and Authorizing Execution of a Contract with Global Building Maintenance, Inc. for Janitorial Cleaning Services in Certain City-Owned Facilities

Other Business

I.1. * OTHER BUSINESS

Consider Request of Downtown Sherman NOW to Temporarily Close Certain streets for the "Stroll on the Square" on Saturday, October 4, 2025

Tax Payer Impact Statement

J.1. FY 2025 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 COMMENTS

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

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:

L.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.

L.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.

L.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.

L.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) Human Resources Director
- b) City Clerk

L.5. TEX. GOV'T CODE § 551.076

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

L.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.

L.7. TEX. GOV'T CODE § 551.089

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

The Council reconvenes into General Session

COUNCIL CALENDAR

N.1. COUNCIL CALENDAR

2025 Council Calendar

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Tuesday, September 9, 2025 at or before 11:59p.m., and said time of posting was three business days before said meeting was convened or called to order.

Dated this 9th day of September. City of Sherman, Texas



City Clerk Administrative Coordinator

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

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

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

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

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

Mayor

Shawn C.
Teamann

Deputy Mayor

Juston Dobbs

Council Members

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

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

ACTION MINUTES

The City Council of the City of Sherman held a regular meeting Tuesday, September 2, 2025 at 5:00 P.M. in the Council Chambers of Sherman City Hall at 220 West Mulberry Street, Sherman, Tx, 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 00:03:11

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

Members Present: Mayor Shawn Teamann, Deputy Mayor Juston Dobbs, Council Members Joshua Stevenson, Pamela Howeth, Daron Holland, Henry Marroquin, and Clay Barnett

Members Absent: NONE

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

Bookmarked at 00:03:21

A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF AUGUST 18, 2025, AND REVISED MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MAY 19, 2025.

Bookmarked at 00:04:29

The City Council reviewed the minutes of the August 18, 2025, Regular Meeting and the revised May 19, 2025 Regular Meeting. Motion by Council Member Howeth to approve the Minutes as written. Second by Council Member Holland. All present voted AYE.

Citizen Comments

B.1. CITIZEN COMMENTS

Bookmarked at 00:04:54

Consent Agenda

C.1. CONSENT AGENDA

Bookmarked at 00:05:06

The Council reviewed the Consent Agenda. Deputy Mayor Dobbs moved to approve the Consent Agenda as presented. Second by Council Member Holland.

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

VOTING NAY: NONE.

MOTION CARRIED.

Public Hearing

D.1. PUBLIC HEARING

Capital Improvement Program 2025-2030

Bookmarked at 00:05:42

D.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6864

Adopting a Budget and Providing for the Appropriation of Funds for Operating and Capital Expenditures for the Fiscal Year Beginning October 1, 2025 and Ending September 30, 2026; Declaring that this Budget Will Raise Less Revenue from Property Taxes than Last Year's Budget by \$3,742,155 which is a 9.1% Decrease from Last Year's Budget. The Property Tax Revenue to be Raised from New Property Added to the Tax Roll this Year is \$3,496,261; Providing a Savings/Repealing Clause, Severability Clause and Effective Date; Providing for the Publication of the Caption Hereof

Bookmarked at 00:07:13

D.3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6865

Providing for the Levy of Ad Valorem Taxes for the City of Sherman, Texas, for the Tax Year 2025; Distributing the Same Among the Various Funds; Providing for a Penalty and Interest for Failure to Pay the Taxes Levied within the Time Provided by Law; Providing for a Lien on all Real and Personal Property to Secure Payment of Taxes Due Thereon; Providing a Penalty Clause, Savings/Repealing Clause, Severability Clause and An Effective Date.

Bookmarked at 00:07:55

D.4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6866

Re-appointing a Presiding Municipal Court of Record Judge and an Alternate Municipal Court of Record Judge for the City of Sherman, Grayson County, Texas

Bookmarked at 00:09:00

D.5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6867

Approving a Negotiated Settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division, Regarding the Company's 2025 Rate Review Mechanism Filing; Declaring Existing Rates to be Unreasonable; Adopting Tariffs that Reflect Rate Adjustments Consistent with the Negotiated Settlement; Finding the Rates to be Set by the Attached Settlement Tariffs to be Just and Reasonable and in the Public Interest; Approving an Attachment Establishing a Benchmark for Pensions and Retiree Medical Benefits; Requiring the Company to Reimburse ACSC's Reasonable Ratemaking Expenses; Adopting a Savings Clause. Declaring an Effective Date; Requiring Delivery of this Ordinance to the Company and the ACSC's Legal Council.

Bookmarked at 00:09:38

E.1. CLOSE PUBLIC HEARING

Consider Adoption of Ordinances 6864, 6865, 6866, & 6867

Bookmarked at 00:10:29

Ordinance 6865

Motion by Deputy Mayor Dobbs to approve Ordinance No. 6865. Second by Council Member Stevenson.

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

VOTING NAY: NONE.

MOTION CARRIED.

Ordinances 6864, 6866, and 6867

Motion by Council Member Stevenson to approve Ordinances 6864, 6866, and 6867. Second by Council Member Holland.

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

VOTING NAY: NONE.

MOTION CARRIED.

Resolutions

F.1. RESOLUTION NO. 7566

Approving and Adopting a Five-Year Capital Improvement Program for the City of Sherman, Texas

Bookmarked at 00:11:58

Motion by Council Member Barnett to approve Resolution No. 7566. Second by Council Member Marroquin.

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

VOTING NAY: NONE.

MOTION CARRIED.

F.2. RESOLUTION NO. 7567

Authorizing The City Manager Or His Designee To Execute A Purchase And Sale Agreement With JEJE Holdings LLC For The Purchase Of 3 Lots In Sherman For The Future Site Of The Fleet Service Center.

Bookmarked at 00:12:31

Motion by Council Member Barnett to approve Resolution No. 7567. Second by Council Member Howeth.

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

VOTING NAY: NONE.

MOTION CARRIED.

F.3. RESOLUTION NO. 7568

Authorizing Execution Of A Joint Election Agreement With Grayson County, Texas, To Hold A Joint Election On November 4, 2025

Bookmarked at 00:13:53

Motion by Council Member Holland to approve Resolution No. 7568. Second by Council Member Stevenson.

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

VOTING NAY: NONE.

MOTION CARRIED.

F.4. *RESOLUTION NO. 7569

Authorizing The City Manager Or His Designee To Execute A Right Of Way Warranty Deed Conveying Real Property From The Sherman Economic Development Corporation To The City Of Sherman For A Future Road

Bookmarked at 00:05:06

F.5. *RESOLUTION NO. 7570

Adopting an Investment Policy for the City of Sherman

Bookmarked at 00:05:06

Request to Advertise

G.1. *REQUEST TO ADVERTISE

Request to Advertise for Bank Depository Services

Bookmarked at 00:05:06

Other Business

H.1. OTHER BUSINESS

Consider Scheduling a Joint Meeting of the City Council and the Sherman Independent School District Board of Trustees on September 29th at 5:00pm at the Sherman ISD Service Center

Bookmarked at 00:14:30

COUNCIL COMMENTS

Bookmarked at 00:15:45

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

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.

ADJOURNMENT

Bookmarked at 00:17:17

Motion by Council Member Stevenson to adjourn. Second by Council Member Holland.

Mayor Teamann adjourned the meeting at 5:15 p.m.

MAYOR

CITY CLERK OR DESIGNEE



SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C.1.

Meeting Date: 9/15/2025

Prepared By:

Approved By:

Caption:

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

Issue:

H. 1. * RESOLUTION NO. 7571

Authorizing Execution of an Agreement with Reid Fady and Dana Morgan Fady Under the City of Sherman's Downtown Building Improvement Grant Program for Renovations at 105 S. Travis Street

H. 2. *RESOLUTION NO. 7572

Repealing and Replacing Resolution No. 7545; Establishing Salary Structures and Incentive/Certification Pay Schedules for Firefighters and Police Officers; Establishing Special Longevity Pay Schedules for Newly Hired Firefighters and Firefighters and Police Officers; Providing for an Effective Date

H. 3. * RESOLUTION NO. 7573

Amending the 2024-2025 Budget of the City of Sherman, Texas, Appropriating and Allocating Additional Funds for the Period of October 1, 2024 through September 30, 2025

H. 4. * RESOLUTION NO. 7574

Authorizing the City Manager to Execute a Contract with The Sherman Museum for Expenditure of a Portion of the Funds Collected by the City of the Hotel-Motel Occupancy Tax

H. 5. * RESOLUTION NO. 7575

Authorizing The City Manager Or His Designee To Execute An Encroachment Easement With Grant And Shanna Harp For The Encroachment Of An In-Ground Swimming Pool Within A 12-Foot Utility Easement Established In Volume 2453, Page 517, Property Records, Grayson County, Texas.

H. 6. * RESOLUTION NO. 7576

Awarding a Bid to and Authorizing Execution of a Contract with Global Building Maintenance, Inc. for Janitorial Cleaning Services in Certain City-Owned Facilities

I. 1. * OTHER BUSINESS

Consider Request of Downtown Sherman NOW to Temporarily Close Certain streets for the "Stroll on the Square" on Saturday, October 4, 2025

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. D.1.

Meeting Date: 9/15/2025

Prepared By: Lauren Marlow, City Clerk Administrative Coordinator

Approved By: Zachary Flores, Acting City Manager

Caption:

Constitution Week - September 17-23, 2025

Constitution Week - September 17-23, 2025

Issue:

To present a proclamation designating September 17-23, 2025 as "Constitution Week."

Background:

This week serves as a vital opportunity to celebrate the foundational principles of our democracy and to encourage civic education and engagement within our community.

Capital Improvement Program:

Origination:

The request came from Jan Ballard.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is the staff's recommendation that the Council present a proclamation designating September 17-23, 2025 as "Constitution Week."

Alternatives:

The Council could choose not to present the proclamation.

Attachments:

1. Constitution Week

Proclamation

WHEREAS, September 17, 2025, marks the two hundred and thirty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and

WHEREAS, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW THEREFORE, I, Shawn Teamann, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

in the City of Sherman and ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 15th day of September, 2025.

Mayor

ATTEST:

Shawn Teamann

City Clerk Staff





SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E.1.

Meeting Date: 9/15/2025

Prepared By: Nate Strauch, Community and Support Services Manager

Approved By: Zachary Flores, Acting City Manager

Caption:

Special Presentation

Unveiling of the "Sherman Connect" phone app and Citizen Request Management software

Issue:

Unveiling of the "Sherman Connect" phone app and Citizen Request Management software

Background:

In June, City staff presented Council with a plan to build a phone app for the City of Sherman that would allow citizens and Council members alike to report problems, pay bills, and interact with common City services. After three months of development, the app is live and ready for public use.

Capital Improvement Program:

No

Origination:

Communications Manager Nate Strauch

Financial Consideration:

The cost of the app and CRM software is \$24,000 per year.

Staff Recommendation:

NA

Alternatives:

NA

Attachments:

None



City Council Regular Meeting

Agenda Item No. F.1.

Meeting Date: 9/15/2025

Prepared By: Tasheena Taylor, Records & Information Coordinator

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6868

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 6 (Health And Sanitation), Article 6.02 (Food Establishments), Section 6.02.010 (Additional Requirements For Mobile Food Units (MFU)); Striking Permit Fees On Mobile Food Units To Conform To Recent Changes In State Law; Providing A Penalty Clause With A Maximum Fine Of \$2,000, Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of The Caption Hereof; Finding And Determining That The Meeting As Which This Ordinance Is Passed Was Noticed And Is Open To The Public As Required By Law

Issue:

Amending Chapter 6 (Health and Sanitation), Article 6.02 (Food Establishments), Section 6.02.010 (Additional requirements for mobile food units) of the Code of Ordinances in the City of Sherman, TX

Background:

During the 2025 legislative session, the Texas Legislature passed three bills addressing various aspects of food regulation – S.B. 1008, H.B. 2844, and S.B. 541. S.B. 1008 preempts the City's authority to assess a fee on mobile food units, necessitating the proposed amendment.

Capital Improvement Program:

Origination:

City Clerk's Office

Financial Consideration:

Permit fees may be reduced or removed to meet state requirements; minimal revenue impact expected.

Staff Recommendation:

Staff recommends adoption of the proposed changes to align with the newly enacted state regulations.

Alternatives:

Council may defer action or request revisions, which may delay implementation and hinder timely compliance.

Attachments:

1. Ordinance No. 6868
2. S.B. 1008

ORDINANCE NO. 6868

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 6 (HEALTH AND SANITATION), ARTICLE 6.02 (FOOD ESTABLISHMENTS), SECTION 6.02.010 (ADDITIONAL REQUIREMENTS FOR MOBILE FOOD UNITS); STRIKING PERMIT FEES ON MOBILE FOOD UNITS TO CONFORM TO RECENT CHANGES IN STATE LAW; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF \$2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Council of the City of Sherman, Texas (“City Council”) finds that it is necessary to amend Chapter 6 (Health and Sanitation), Article 6.02 (Food Establishments), Section 6.02.010 (Additional Requirements for Mobile Food Units (MFU)) of the Code of Ordinances, City of Sherman, Texas (“Code of Ordinance”) to strike permit fees on mobile food units to conform to recent changes in state law; and

WHEREAS, the City of Sherman, Texas (“City” or “Sherman”) has complied with all legal notices and other procedures as required by law; and

WHEREAS, the City Council finds that adopting this Ordinance promotes the health, safety and welfare of Sherman and is in the best interest of the citizens of Sherman.

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

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

SECTION 2: Amendment to Chapter 6 (Health and Sanitation) of the Code of Ordinances. Chapter 6 (Health and Sanitation), Article 6.02 (Food Establishments), Section 6.02.010 (Additional Requirements for Mobile Food Units (MFU)) of the Code of Ordinances is hereby amended as follows¹:

“ARTICLE 6.02 (FOOD ESTABLISHMENTS) ~~CHAPTER 6 BUSINESS REGULATIONS~~

...

§ 6.02.010. Additional ~~requirements~~ *Requirements for mobile-Mobile food Food units Units*

¹ Deletions are evidenced by ~~striketrough~~; additions are *italicized*.

(MFU).

- (a) Permitting by city City. Any person wishing to operate a MFU within the city limits must first apply for a permit with the city clerk's office ~~and pay a fee of \$200.00~~. In order for a permit to be issued, the applicant shall provide evidence of proper permitting from the state and the regulatory authority. Additionally, any person intending to operate or be employed by a MFU shall submit to a criminal background check by the ~~city~~ City police department. No permit shall be issued to registered sex offenders, persons on probation or parole for a crime against persons, or persons convicted of a felony in the five years preceding their application.

...”

SECTION 3: Penalty. Any person, firm, corporation or entity violating any provision of this Ordinance shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding FIVE HUNDRED DOLLARS (\$500.00), unless the violation relates to fire safety, zoning or public health and sanitation, in which case the fine amount shall not exceed 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. Allegation and evidence of a culpable mental state is not required for proof of any offense defined in this Ordinance. The penal provisions imposed under this Ordinance shall not preclude Sherman from filing suit to enjoin the violation. Sherman retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 4: Severability. 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 5: Repealing/Savings. The Code of Ordinances 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: Open Meeting. The meeting at which this Ordinance was introduced and passed was open to the public, and public notice of the time, place and purpose of said meeting was given all as required by law.

SECTION 7: Effective Date; Publication. This Ordinance shall become effective from and after its adoption and publication as required by law. The City Clerk is directed to publish the caption of this Ordinance as required by law.

INTRODUCED this the 15th day of September 2025.

ADOPTED on this the 15th day of September 2025.

EFFECTIVE DATE on this the 15th day of September 2025.

CITY OF SHERMAN:

SHAWN TEAMANN, MAYOR

ATTEST:

**LEAH ROBERTS,
EXEC. DIR. OF ADMIN.
ACTING CITY CLERK**

**APPROVED AS TO FORM:
ABERNATHY, ROEDER,
BOYD & HULLETT, P.C.**

RYAN D. PITTMAN, CITY ATTORNEY

Senate Bill 1008

Senate Author: Middleton et al.

House Sponsor: Harris

Effective: 9-1-25

Senate Committee: Business & Commerce

House Committee: State Affairs

Senate Bill 1008 amends the Health and Safety Code to set out provisions relating to state and local authority to regulate the food service industry. The bill sets out prohibitions against a county, municipality, or public health district doing the following:

- requiring a food service establishment, retail food store, mobile food unit, roadside food vendor, or temporary food service establishment, or an employee of such an entity, to obtain a permit, license, certification, or other form of authority unless the entity or employee would be required to do so if the entity or employee was located within the jurisdiction of the Department of State Health Services (DSHS); or
- charging such an entity or an employee of any of those entities a fee that exceeds the maximum fee such an entity or employee would pay to DSHS if the entity or employee were located within DSHS jurisdiction.

Among other provisions, the bill does the following:

- revises statutory provisions relating to certain fees for premises with an alcoholic beverage permit or license;
- includes a municipality as an entity required to establish a fee schedule for certain fees and to revise the fee schedule as necessary;
- expands the DSHS registry of certain adopted municipal ordinances that differ from state law or DSHS rules or orders to include fee schedules;
- sets out provisions regarding sound regulations and regarding transporting, delivering, and serving food at a workplace by a food service establishment or a mobile food unit; and
- revises statutory provisions governing a public health district's authority to require permits.

Senate Bill 1008 amends the Civil Practice and Remedies Code to include an ordinance, order, or rule adopted or enforced by a municipality or county in violation of certain Health and Safety Code provisions among the local regulations adopted or enforced by a municipality or county in violation of state law for which an applicable person has standing to bring and may bring an action against the municipality or county. The bill also establishes that, in provisions relating to municipal and county liability for certain regulation, a reference to a municipality or county includes a public health district created by one or more municipalities or counties.



City Council Regular Meeting

Agenda Item No. F.2.

Meeting Date: 9/15/2025

Prepared By: Cathy Perkins, Human Resources Manager

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6869

Amending Chapter 9 of the Code of Ordinances, Entitled "Personnel", Article 9.05, Entitled "Civil Service for Firefighters and Police Officers", at Section 9.05.026, Entitled "Authorized Number of Position", to Revise the Number of Authorized Positions in the Police Department; Providing for Inclusion in the Code of Ordinances; Providing for Severability; Providing for a Repealer

Issue:

Amending the job title and number of positions of the Fire Department

Background:

Ordinance No. 6846 was approved at the July 7, 2025 Regular City Council meeting increasing the number of Patrolmen to 60. However, that Ordinance did not reflect the changes approved with Ordinance No. 65767 approved at the February 20, 2023 Regular City Council meeting adjusting the job titles and number of positions in the Fire Department.

Capital Improvement Program:

Origination:

Human Resources

Financial Consideration:

Staff Recommendation:

Staff recommends approval of the Ordinance.

Alternatives:

As directed by City Council

Attachments:

1. Ordinance No. 6869
2. Ordinance No.-REDLINED - Revised FD Positions
3. Ordinance No. 6567
4. Ordinance No. 6846

ORDINANCE NO. 6869

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES, ENTITLED “PERSONNEL”, ARTICLE 9.05, ENTITLED “CIVIL SERVICE FOR FIREFIGHTERS AND POLICE OFFICERS”, AT SECTION 9.05.026, ENTITLED “AUTHORIZED NUMBER OF POSITIONS”, TO REVISE THE NUMBER OF AUTHORIZED POSITIONS IN THE POLICE DEPARTMENT; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 9, Article 9.05 of the Code of Ordinances of the City of Sherman, be and is hereby amended at Section 9.05.026 so that such section shall read as follows¹:

Sec. 9.05.026 Authorized number of positions

The number of allocated positions for each job title in the fire and police departments are set forth below in order of ranking:

(1) Fire department

<u>Title</u>	<u>No. Positions</u>
Firefighter	54
Engineer	15
Captain	17
Battalion Chief	3 5
Deputy Chief	3 2
Assistant Chief	4
Fire Chief	1

- (a) Active staffing in the “engineer” position greater than the number allocated shall be considered overstaffed and said position shall not be filled upon the occurrence of vacancy due to promotion, demotion, attrition, termination, retirement, or any other reason.

¹ Additions are *italicized*; deletions are evidenced by ~~strikethrough~~.

- (b) Staffing in the “firefighter” position shall be increased with each occurrence of the number of active “engineer” positions being eliminated until the total number of “engineer” positions meets the number of allocated positions set forth in subsection (1) above.
 - (c) Once the number of active “engineer” positions is reduced to meet the number of allocated positions set forth in subsection (1) above. The number of active “firefighter” positions shall be increased to meet the number of allocated positions set forth in subsection (1) above.
- (2) Police department

<u>Title</u>	<u>No. Positions</u>
Patrolman	60
Sergeant	14
Lieutenant	5
Assistant Chief-Appointed	2
Chief	1

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 3. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given all as required by law.

INTRODUCED this the 15th day of September 2025.

ADOPTED on this the 15th day of September 2025.

EFFECTIVE DATE on this the 15th day of September 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
LEAH ROBERTS, ACTING CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

ORDINANCE NO. 6758 ~~XXXX~~

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES, ENTITLED “PERSONNEL”, ARTICLE 9.05, ENTITLED “CIVIL SERVICE FOR FIREFIGHTERS AND POLICE OFFICERS”, AT SECTION 9.05.026, ENTITLED “AUTHORIZED NUMBER OF POSITIONS”, TO REVISE THE NUMBER OF AUTHORIZED POSITIONS IN THE POLICE DEPARTMENT; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 9, Article 9.05 of the Code of Ordinances of the City of Sherman, be and is hereby amended at Section 9.05.026 so that such section shall read as follows¹:

Sec. 9.05.026 Authorized number of positions

The number of allocated positions for each job title in the fire and police departments are set forth below in order of ranking:

(1) Fire department

<u>Title</u>	<u>No. Positions</u>
Firefighter	54
Engineer	15
Captain	17
Battalion Chief	3 <u>5</u>
Division Chief	3 <u>2</u>
Assistant Chief	4
Fire Chief	1

- (a) Active staffing in the “engineer” position greater than the number allocated shall be considered overstaffed and said position shall not be filled upon the occurrence of vacancy due to promotion, demotion, attrition, termination, retirement, or any other reason.

¹ Additions are underlined; deletions are evidenced by ~~strikethrough~~.

- (b) Staffing in the “firefighter” position shall be increased with each occurrence of the number of active “engineer” positions being eliminated until the total number of “engineer” positions meets the number of allocated positions set forth in subsection (1) above.
 - (c) Once the number of active “engineer” positions is reduced to meet the number of allocated positions set forth in subsection (1) above. The number of active “firefighter” positions shall be increased to meet the number of allocated positions set forth in subsection (1) above.
- (2) Police department

<u>Title</u>	<u>No. Positions</u>
Patrolman	60
Sergeant	14
Lieutenant	5
Assistant Chief-Appointed	2
Chief	1

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 3. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given all as required by law.

INTRODUCED this the 7th 15th day of ~~July~~ September 2025.

ADOPTED on this the 7th 15th day of ~~July~~ September 2025.

EFFECTIVE DATE on this the 7th 15th day of ~~July~~ September 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
LEAH ROBERTS, ACTING CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

ORDINANCE NO. 6567

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES, ENTITLED “PERSONNEL”, ARTICLE 9.05, ENTITLED “CIVIL SERVICE FOR FIREFIGHTERS AND POLICE OFFICERS”, AT SECTION 9.05.026, ENTITLED “AUTHORIZED NUMBER OF POSITIONS”, TO REVISE THE NUMBER OF AUTHORIZED POSITIONS IN THE FIRE DEPARTMENT; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 9, Article 9.05 of the Code of Ordinances of the City of Sherman, be and is hereby amended at Section 9.05.026 so that such section shall read as follows:

Sec. 9.05.026 Authorized number of positions

The number of allocated positions for each job title in the fire and police departments are set forth below in order of ranking:

(1) Fire department

<u>Title</u>	<u>No. Positions</u>
Firefighter	54
Engineer	15
Captain	17
Battalion Chief	3 5
Division Chief Deputy Chief	3 2
Assistant Chief	4
Fire Chief	1

- (a) Active staffing in the “engineer” position greater than the number allocated shall be considered overstaffed and said position shall not be filled upon the occurrence of vacancy due to promotion, demotion, attrition, termination, retirement, or any other reason.

- (b) Staffing in the “firefighter” position shall be increased with each occurrence of the number of active “engineer” positions being eliminated until the total number of “engineer” positions meets the number of allocated positions set forth in subsection (1) above.
 - (c) Once the number of active “engineer” positions is reduced to meet the number of allocated positions set forth in subsection (1) above. The number of active “firefighter” positions shall be increased to meet the number of allocated positions set forth in subsection (1) above.
- (2) Police department

<u>Title</u>	<u>No. Positions</u>
Patrolman	56
Corporal	5
Sergeant	9
Lieutenant	5
Assistant Chief-Appointed	2
Chief	1

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 3. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given all as required by law.

INTRODUCED this the 20th day of February 2023.

ADOPTED on this the 20th day of February 2023.

EFFECTIVE DATE on this the 20th day of February 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
NAME: _____
CITY ATTORNEY

ORDINANCE NO. 6846

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES, ENTITLED “PERSONNEL”, ARTICLE 9.05, ENTITLED “CIVIL SERVICE FOR FIREFIGHTERS AND POLICE OFFICERS”, AT SECTION 9.05.026, ENTITLED “AUTHORIZED NUMBER OF POSITIONS”, TO REVISE THE NUMBER OF AUTHORIZED POSITIONS IN THE POLICE DEPARTMENT; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 9, Article 9.05 of the Code of Ordinances of the City of Sherman, be and is hereby amended at Section 9.05.026 so that such section shall read as follows¹:

Sec. 9.05.026 Authorized number of positions

The number of allocated positions for each job title in the fire and police departments are set forth below in order of ranking:

(1) Fire department

<u>Title</u>	<u>No. Positions</u>
Firefighter	54
Engineer	15
Captain	17
Battalion Chief	3
Division Chief	3
Assistant Chief	1
Fire Chief	1

- (a) Active staffing in the “engineer” position greater than the number allocated shall be considered overstaffed and said position shall not be filled upon the occurrence of vacancy due to promotion, demotion, attrition, termination, retirement, or any other reason.

¹ Additions are underlined; deletions are evidenced by ~~strikethrough~~.

- (b) Staffing in the “firefighter” position shall be increased with each occurrence of the number of active “engineer” positions being eliminated until the total number of “engineer” positions meets the number of allocated positions set forth in subsection (1) above.
 - (c) Once the number of active “engineer” positions is reduced to meet the number of allocated positions set forth in subsection (1) above. The number of active “firefighter” positions shall be increased to meet the number of allocated positions set forth in subsection (1) above.
- (2) Police department

<u>Title</u>	<u>No. Positions</u>
Patrolman	60
Sergeant	14
Lieutenant	5
Assistant Chief-Appointed	2
Chief	1

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 3. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given all as required by law.

INTRODUCED this the 7th day of July 2025.

ADOPTED on this the 7th day of July 2025.

EFFECTIVE DATE on this the 7th day of July 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
CITY CLERK REPRESENTATIVE

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



City Council Regular Meeting

Agenda Item No. F.3.

Meeting Date: 9/15/2025

Prepared By: Gloria Calfy, Utility Billing Supervisor

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6870

Amending Chapter 13 Of The Code Of Ordinances, Entitled Utilities, Article 13.07 Entitled Water, Sewers, and Sewage Disposal, at Section 13.07.003, Connection to Water and Sewer Mains Outside City Limits; and Article 13.08 Entitled Utility Billing, at Section 13.08.003, Deposit to Assure Payment; Section 13.08.005, Water Rates; and 13.08.006, Sewer Charges; Providing A Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of the Caption Hereof.

Issue:

Amending Chapter 13 Of The Code Of Ordinances To Revise Deposit to Assure Payment and Rates For Water and Sewer Services.

Background:

On June 12, 2025, Willdan Financial Services presented the Fiscal Year 2026 Utility Rate Plan during the Budget Workshop. The proposed rate plan is unchanged from the plan previously presented in 2024, and staff prepared the budget based on this framework. The City Council subsequently adopted the Fiscal Year 2025–2026 Budget on September 2, 2025.

Pursuant to the adopted plan, the average residential utility bill will increase by approximately six percent, with higher-volume users experiencing an increase of approximately nine percent. This ordinance authorizes implementation of the new rates effective October 1, 2025.

Capital Improvement Program:

Origination:

Utility Billing Department

Financial Consideration:

The rate increase and increased consumption is expected to generate about \$15 million in FY2026 revenue for the Utility Fund.

Staff Recommendation:

Staff recommends adoption of the ordinance.

Alternatives:

There are no viable alternatives as the rate increase is essential for debt service payments in FY2026.

Attachments:

1. Ordinance No. 6870
2. 2025 06 12 Sherman Willdan Council Pres 3.0 (ID 464626)

ORDINANCE NO. 6870

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 13 (UTILITIES), ARTICLE 13.07 (WATER, SEWERS, AND SEWAGE DISPOSAL), SECTION 13.07.003 (CONNECTION TO WATER AND SEWER MAINS OUTSIDE CITY LIMITS); AND ARTICLE 13.08 (UTILITY BILLING), SECTION 13.08.003 (DEPOSIT TO ASSURE PAYMENT), SECTION 13.08.005 (WATER RATES), AND SECTION 13.08.006 (SEWER CHARGES); MODIFYING CERTAIN RATES AND CHARGES FOR WATER SERVICE AND SEWER SERVICE; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF \$2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") finds that it is necessary to amend Chapter 13 (Utilities) of the Code of Ordinances of the City of Sherman, Texas ("Code of Ordinances") for the purpose of modifying certain rates and charges for water service and sewer service; and

WHEREAS, the City of Sherman ("City" or "Sherman") has complied with all legal notices and public hearings as required by law; and

WHEREAS, the City Council finds that adopting this Ordinance promotes the health, safety and morals of Sherman and is in the best interest of the citizens of Sherman.

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

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

SECTION 2: Amendment to the Code of Ordinances, Chapter 13 (Utilities). Chapter 13, Article 13.07, Section 13.07.003 and Article 13.08, Sections 13.08.003, 13.08.005 and 13.08.006 of the Code of Ordinances are amended as follows¹:

"Sec. 13.07.003 Connection to Water and Sewer Mains Outside City Limits

...

¹ Deletions are evidenced by ~~striketrough~~; additions are *italicized*.
Ordinance No. 6870

- (b) ~~Charges for Services. Water deposits and~~ Water rates for customers located outside the city limits shall ~~will~~ be double the ~~inside~~ rates applicable inside the city limits. The same rules covering accounts inside the City in regard to service lines, billing, payment of accounts, etc., will be applicable to the accounts outside the city limits.

...

Sec. 13.08.003 Deposit to Assure Payment

- (a) All nonresidential accounts, multi-unit residential accounts and accounts serviced outside the city limits shall be charged a deposit per account, to be paid at the time of application. Water deposits shall be charged based on meter size, *subject to the schedule below*, with a maximum deposit of ten thousand dollars and no cents (\$10,000.00) per account. ~~Deposit amounts are doubled for accounts outside the city limits as established by Section 13.07.003(b).~~ No deposit shall be required for single-unit residential property or for multi-unit residential property where each living unit is on a separate meter.

<u>Meter size</u>	<u>Deposit amount</u>
<u>(in inches)</u>	<u>October 1, 2023</u>
5/8 or 3/4"	\$150
1"	\$300
1-1/2"	\$500
2"	\$600
3"	\$2,000.00 \$2,500
4"	\$5,000.00
6"and larger	\$10,000.00

...

Sec. 13.08.005 Water rates

- (a) Water furnished by the City to a customer, other than any customer who dwells or resides in a multiunit dwelling within the city limits, shall be charged ~~for~~ at the following rates ~~for the effective on the commencement of the City's~~ fiscal year beginning October 1, 2024 2025, for the first fifteen hundred (1,500) gallons of water used according to meter size and unit of measurement of the meter register:

Meter Sizes	Minimum Monthly Amount
--------------------	-------------------------------

<u>(in inches)</u>	<u>Oct 1, 2024</u>	
5/8 or 3/4	\$25.39	\$26.91
1	\$50.10	\$53.10
1-1/2	\$100.65	\$106.69
2	\$171.49	\$181.78
3	\$373.86	\$396.29
4	\$657.14	\$696.57
6	\$1,466.60	\$1,554.59
8	\$3,554.46	\$3,767.73
10	\$7,108.92	\$7,535.46
12 and larger	\$14,217.84	\$15,070.91

...

(b) Volume charge.

- (1) Except as noted below, the charge for all water consumed in excess of the minimum fifteen hundred (1,500) gallons shall be billed at a rate as follows:

Beginning October 1, 2024-2025

Gallons	Rate per 1,000 Gallons	
1,500 – 20,000 gallons	\$ 3.64	\$3.86
20,001 – 100,000 gallons	\$ 4.64	\$5.11
100,001 – 500,000 gallons	\$ 5.64	\$6.36
500,001 – 15,000,000 gallons	\$ 6.64	\$7.61
15,000,001 – Above	\$ 8.14	\$9.36

...

- (3) Water meters utilized for lawn sprinkling systems shall be charged according to meter size plus the consumption volume charge listed above per one thousand (1,000) gallons of water used in excess of the minimum fifteen hundred (1,500) gallons during *the billing months of July through October of any fiscal year*, ~~beginning October 1, 2024~~. During the billing months of November through June of any fiscal year, such water sprinkler meters shall be billed a minimum monthly charge as would be billed to a 5/8-inch or 3/4-inch meter.

- (c) All multiunit dwellings within the City shall be charged for water consumption and availability utilizing the following formula:

Gallons Calculation ~~Beginning October 1, 2024:~~

$$\begin{aligned} & (\text{Number of units} \times \$25.39 \text{ } \cancel{\$26.91}) + \\ & \frac{(\text{Gallons of water used}) - (\text{number of units} \times 1,500 \text{ gallons})}{1,000} \\ & \quad \times \\ & \text{Volume Charge} \end{aligned}$$

...

Sec. 13.08.006 Sewer charges

- (a) All persons using the sanitary sewer system and lines of the City shall be charged as follows:
- (1) Sewage charges. The sewage charge will be based upon the amount of water used. Each sanitary sewer system customer, except multiunit dwelling complexes *with one or more master meters*, shall be charged a minimum charge *as follows*:

Amount	Minimum Charge, whether 1,500 Gallons of Water are Used or Not Oct 1, 2024
First 1,500 gallons of water used	\$10.12 \$10.73

- (2) Volume charge. *For residential customers, the charge for sewer is based on all water consumed in excess of the minimum fifteen hundred (1,500) gallons and shall be billed at a rate as follows:*

Residential

Gallons	Rate per 1,000 Gallons
1,500 – 9,000 gallons	\$ 4.30 \$4.56

For residential ~~customers living units~~, the maximum sewer charge will be ~~forty-two dollars and thirty-seven cents (\$42.37)~~ *forty-four dollars and ninety-three cents (44.93)* per residential ~~dwelling living~~ unit ~~for fiscal year beginning October 1, 2024~~.

For commercial customers, except for multiunit dwelling complexes *with one or more master meters*, the charge for sewer is based on all water

consumed in excess of the minimum fifteen hundred (1,500) gallons and shall be billed at a rate as follows (~~beginning October 1, 2024~~):

Commercial

Gallons	Rate per 1,000 Gallons
1,500 – 100,000 gallons	\$ 4.30 \$4.56
100,001 – 500,000 gallons	\$ 5.30 \$5.81
500,001 – 10,000,000 gallons	\$ 6.30 \$7.06
10,000,001 – Above	\$ 12.00

- (b) For multiunit dwelling complexes *with one or more master meters*, the total sewage charge will be based on the amount of water used and will be the lower figure calculated from either of the two (2) following formulas:

Gallons Calculation ~~Beginning October 1, 2024~~

(number of dwelling units x
~~\$10.12~~ \$10.73) +

(gallons of water used) - (number of units x 1,500
gallons)

1,000

x
~~\$4.30~~
\$4.56

or

number of dwelling units x
~~\$42.37~~ \$44.93

...”

SECTION 3: Open Meeting. 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 4: Penalty. Any person, firm, corporation or business entity violating this Ordinance or the Code of Ordinances shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding Two Thousand Dollars (\$2,000.00) or the highest amount allowed under applicable law, whichever is lowest. A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. Allegation and evidence of a culpable mental state is not required for proof of any offense defined in this Ordinance. The penal provisions imposed under this Ordinance shall not preclude Sherman from filing suit to enjoin the violation. Sherman retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 5: Severability. 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 6: Repealing/Savings. The Code of Ordinances 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 7: Effective Date; Publication. This Ordinance shall become effective from and after its adoption and publication as required by law. The City Clerk is directed to publish the caption of this Ordinance as required by law.

INTRODUCED this the 15th day of September 2025.

ADOPTED on this the 15th day of September 2025.

EFFECTIVE DATE on this the 15th day of September 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
LEAH ROBERTS
EXEC. DIR. OF ADMINISTRATION
ACTING CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

CITY OF SHERMAN

2025 Water and Wastewater Rate Study Update City Council Workshop

June 2025



Updated: June 9, 2025



The background of the slide is a photograph of industrial machinery, possibly a water treatment or manufacturing plant. It features large pipes, valves, and a prominent electric motor. The entire image is covered with a semi-transparent blue filter. The text 'BACKGROUND ON RATES' is centered in white, bold, uppercase letters.

BACKGROUND ON RATES

Current Water and Wastewater Rate Structure

Water Rates

Service Charge -- 1st 1,500 Gallons

<u>Meter Size</u>	<u>Inside City</u>
5/8 X 3/4"	\$ 25.39
1"	50.10
1 1/2"	100.65
2"	171.49
3"	373.86
4"	657.14
6"	1,466.60
8"	3,554.46
10"	7,108.92
12"	14,217.84

Consumption Charge -- Per 1,000 Gallons

	<u>Inside City</u>
1,500 -- 20,000	\$ 3.64
20,001 -- 100,000	4.64
100,001 -- 500,000	5.64
500,001 -- 15,000,000	6.64
15,000,001 -- Above	8.14

	<u>Wholesale</u>
Knollwood	Same as Inside Rate
Mustang	Inside Rate + 5%
Dorchester	2.150
* Rayburn Energy Raw Water	0.929

	<u>TI and GW</u>
Texas Instrument	20% off Inside Rate
Global Wafers	25% off Inside Rate

Wastewater Rates

Service Charge -- 1st 1,500 Gallons

	<u>Inside City</u>
Service Charge (All Meters)	\$ 10.12

Consumption Charge -- Per 1,000 Gallons

	<u>Inside City</u>
** 1,500 -- 100,000	4.30
100,001 -- 500,000	5.30
500,001 -- 10,000,000	6.30
10,000,001 -- Above	12.00

	<u>Wholesale</u>
Howe	Same as Inside Rate
Knollwood	Same as Inside Rate

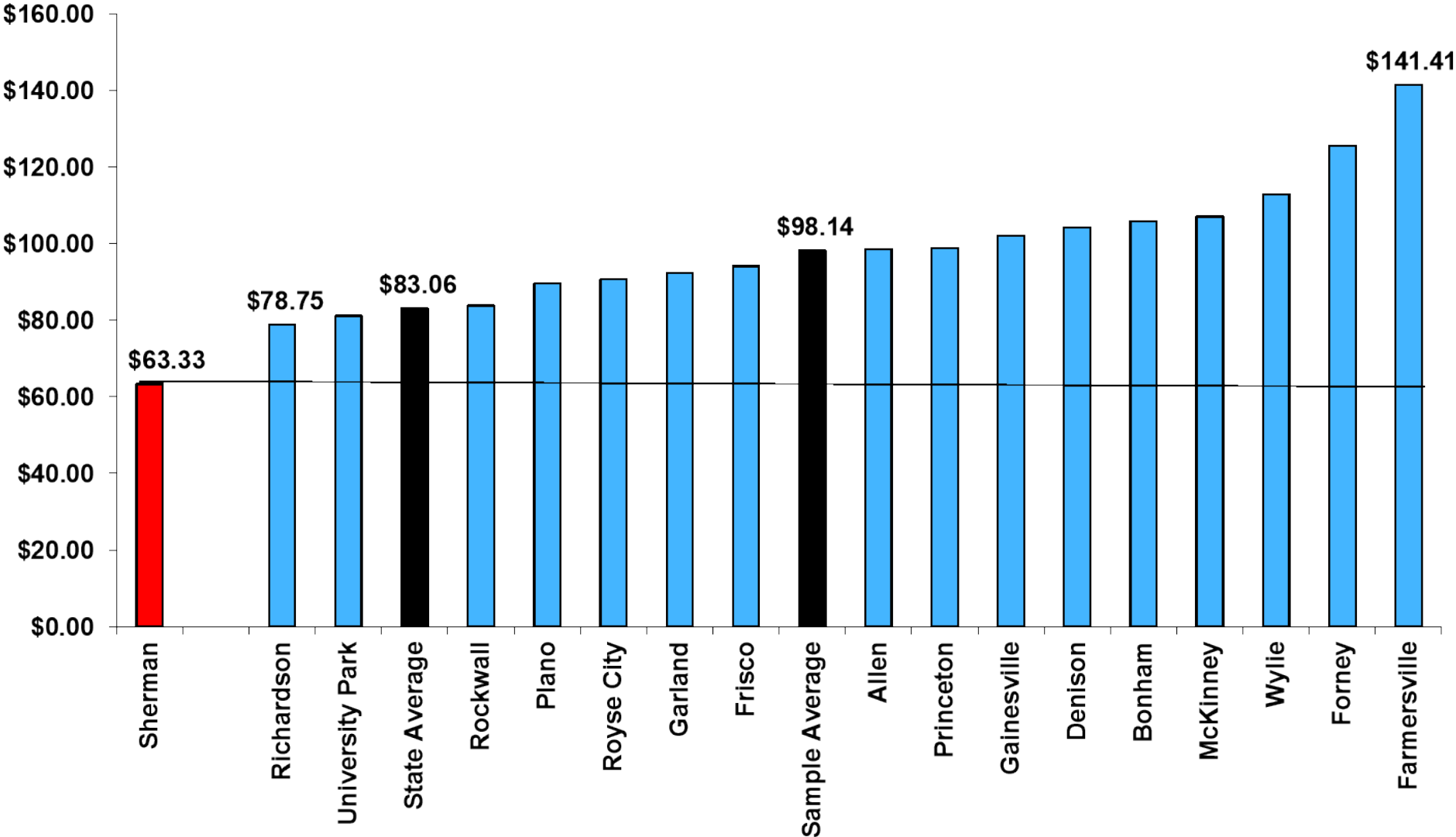
	<u>TI and GW</u>
Texas Instrument	20% off Inside Rate
Global Wafers	25% off Inside Rate

NOTE: Outside City assessed 100% Premium for Water and VWW

* Rayburn Energy also has a monthly reservation fee

** Residential Sewer is capped at 9,000 Gal.

Monthly Residential Charges | 5,000 Gallons Water and Wastewater



*Rates as of May 2025

Sherman's average monthly residential use is 5,708 gallons

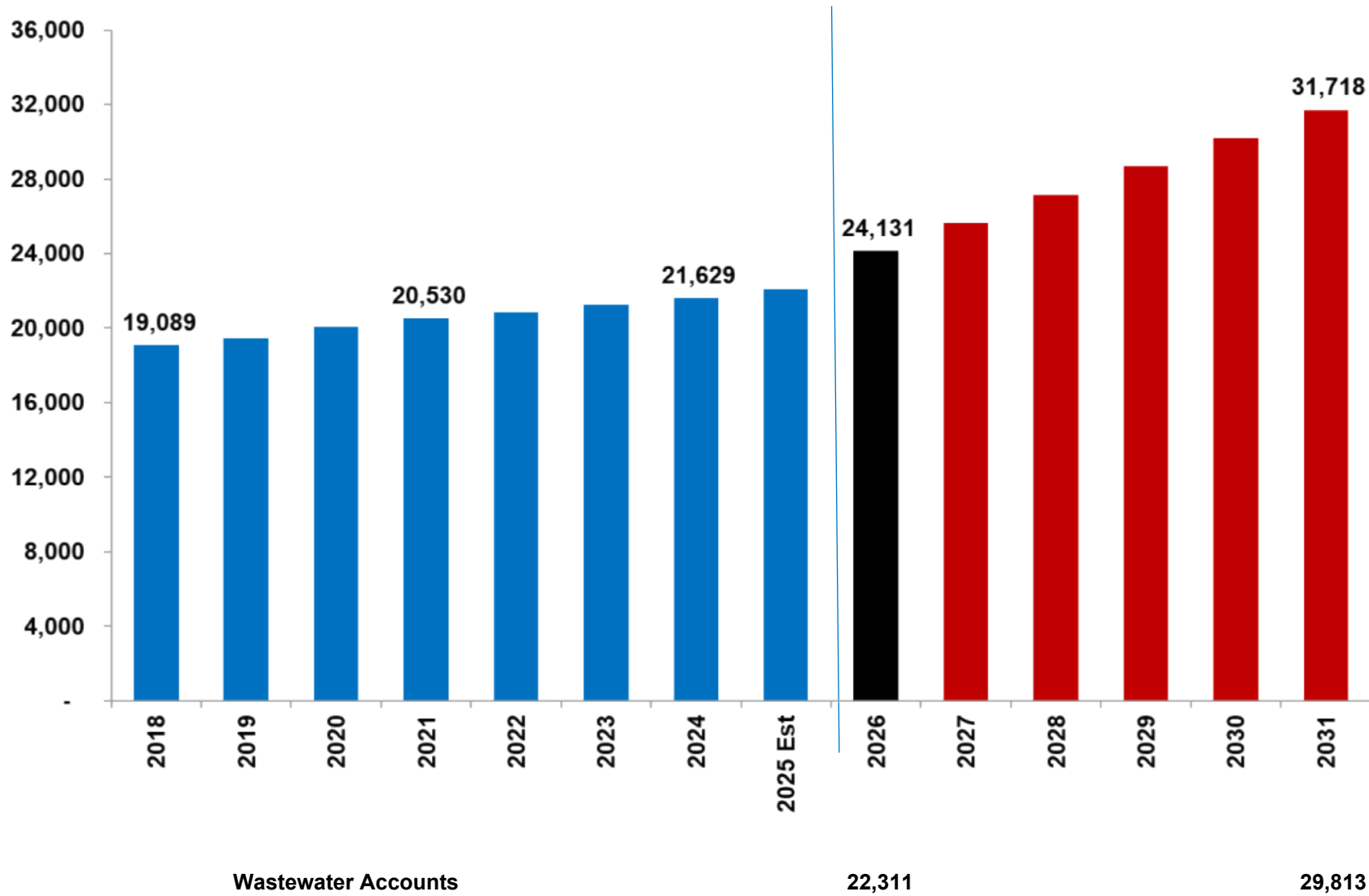
The background of the slide is a photograph of industrial machinery, possibly a pump or compressor system, with various pipes, valves, and a large electric motor. The entire image is covered with a semi-transparent blue overlay. The text 'CUSTOMERS & VOLUMES' is centered in white, bold, uppercase letters.

CUSTOMERS & VOLUMES

Water and Wastewater Accounts | Test Year 2026

WATER Customer Accounts		WASTEWATER Customer Accounts	
<u>Retail</u>		<u>Retail</u>	
Residential	15,554	Residential	14,576
Commercial	1,475	Commercial	1,374
Yard	417	Multi-Family	6,339
Multi-Family	6,339	Industrial	12
Hydrants	74	Outside	6
Industrial	15	Sub-Total Retail	22,307
Outside	250		
Sub-Total Retail	24,124	<u>Wholesale</u>	
		Howe	1
<u>Wholesale</u>		Knollwood	1
Knollwood	1		
Mustang	1	<u>Industries (New)</u>	
Dorchester	1	Texas Instruments	1
		Global Wafers	1
<u>Raw Water</u>			
Rayburn Energy Raw Water	1	Total	22,311
<u>Industries (New)</u>			
Texas Instruments	1		
Global Wafers	1		
Total	24,130		

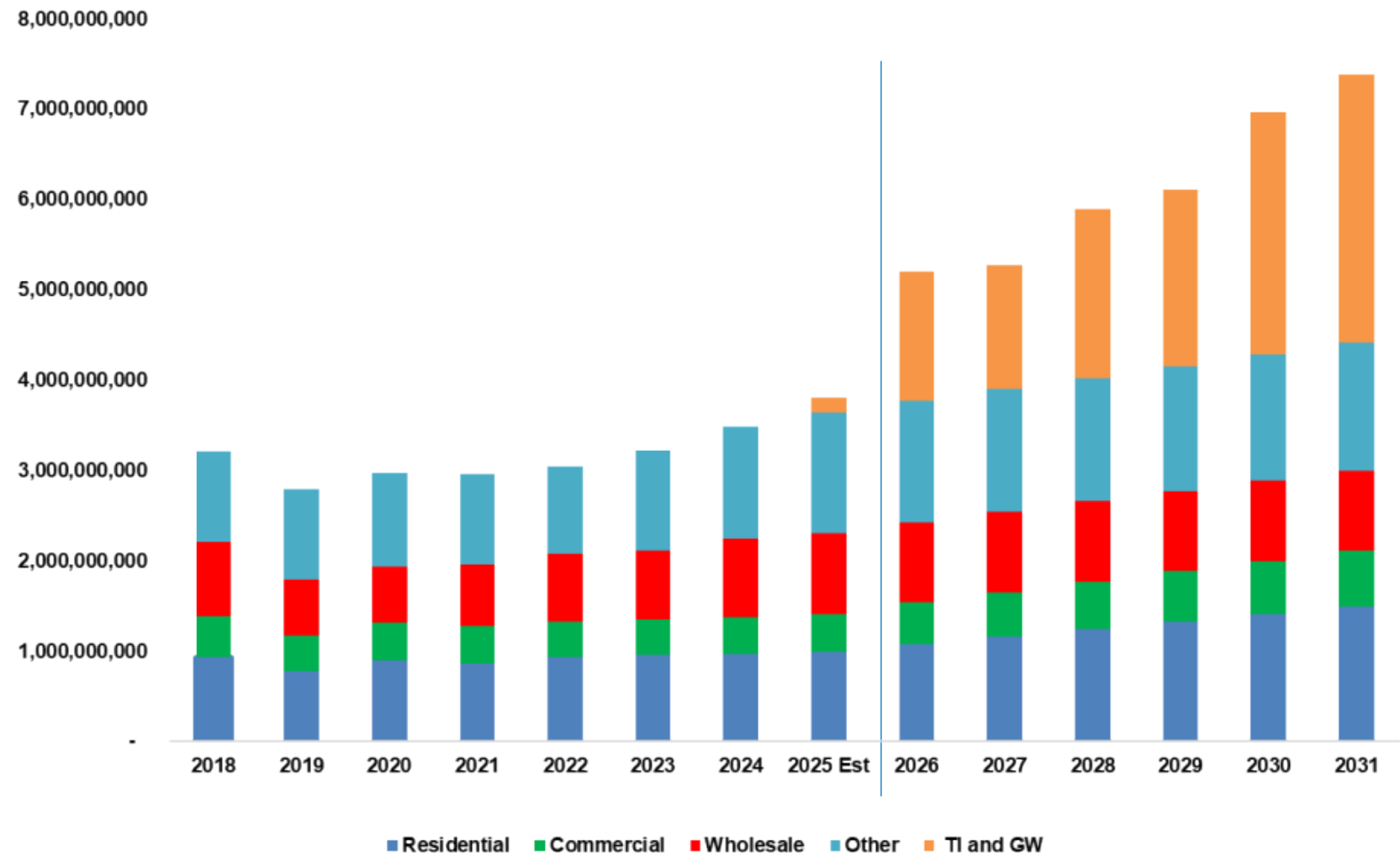
Historical and Forecast Water Accounts



Project team continues to use prior estimates of 1,519 new water accounts per year.

Actual growth showing signs of trending below this estimate; may require downward revision in future forecasts.

Historical and Forecast Water Consumption

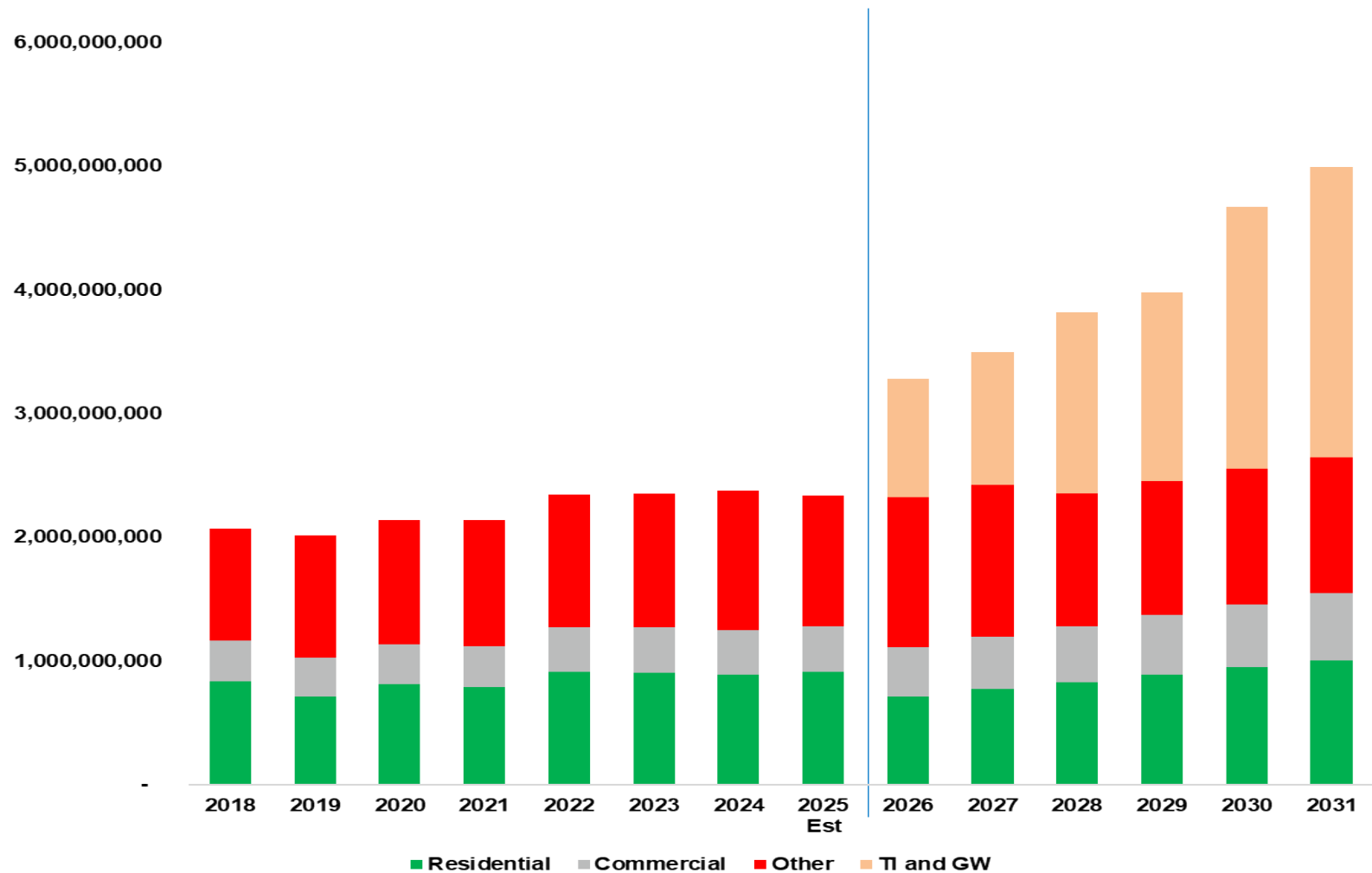


By 2031, water consumption is expected to reach nearly double current levels.

New TI and GW plants will eventually consume more water than the rest of the City combined.

Monthly water usage varies considerably with weather patterns; the model is based on the overall trend.

Historical and Forecast Wastewater Flows



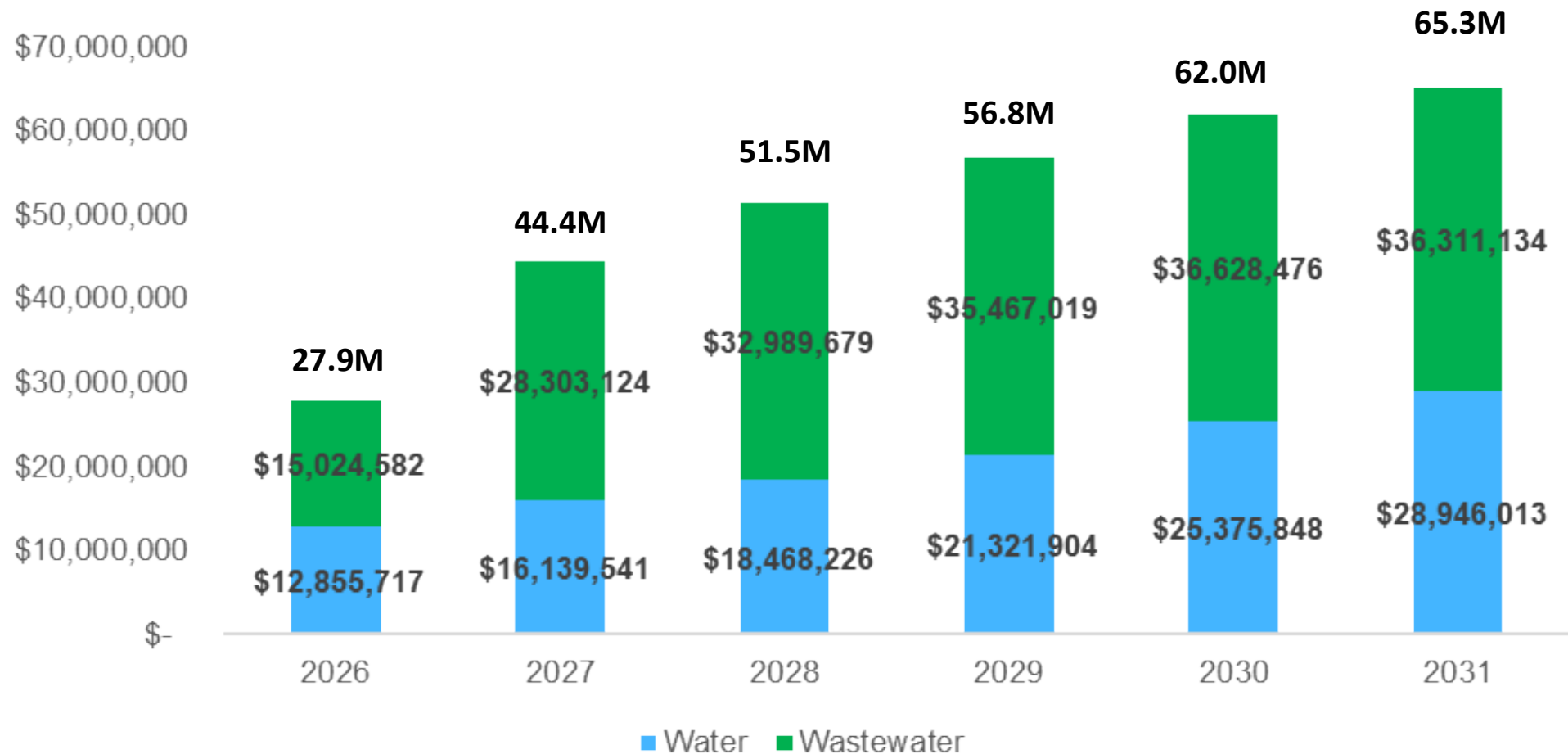
Similar to water consumption, by 2031 wastewater flows are expected to reach nearly double current levels.

New TI and GW plants will be the largest wastewater customers.

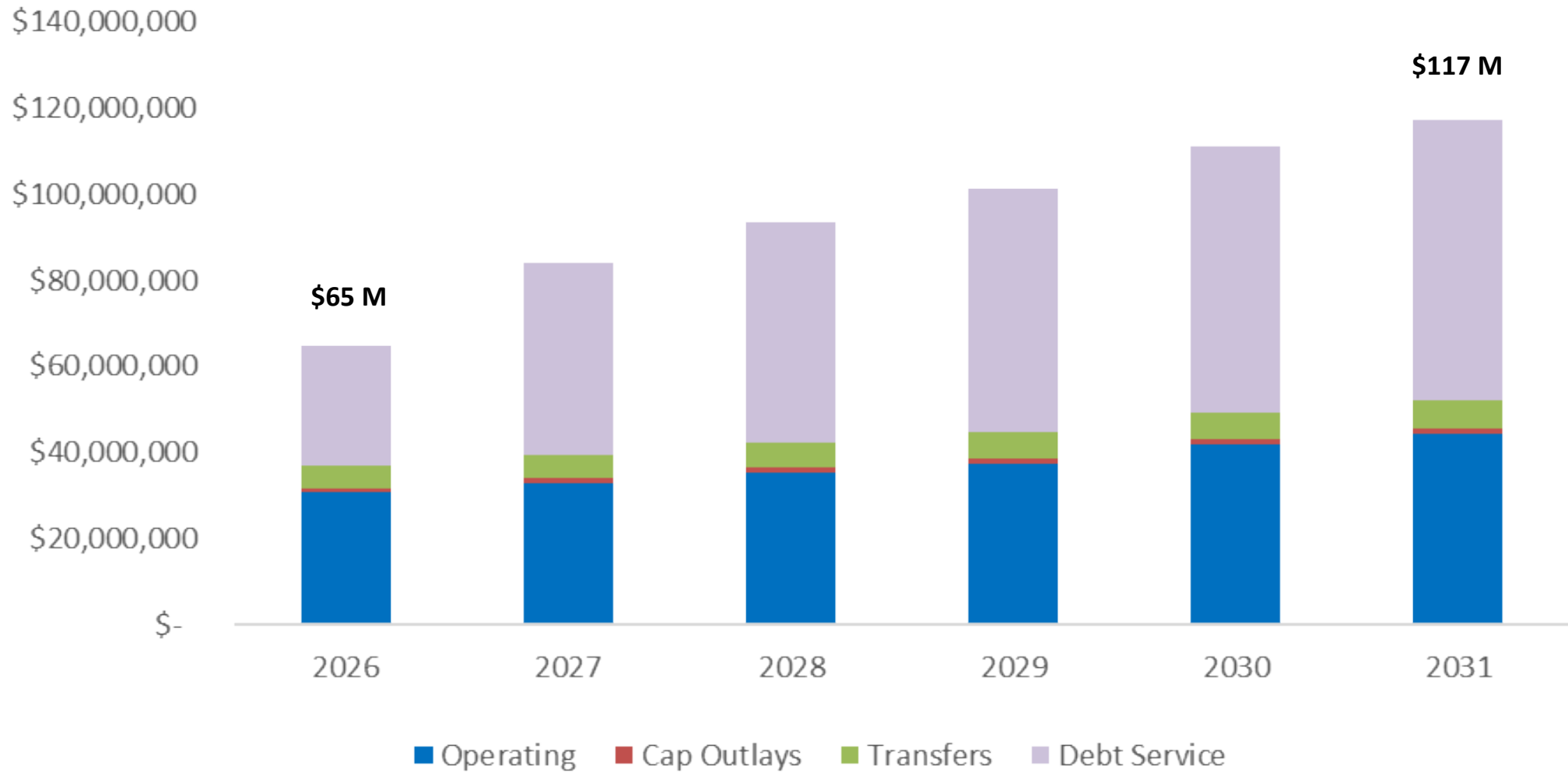


WATER & WASTEWATER CURRENT AND FORECAST COST OF SERVICE

Annual Debt Service Payments FY 2026-2035



Forecast Cost of Service | Water and Wastewater



A blue-tinted photograph of a water treatment plant. The image shows large industrial pipes, valves, and machinery. In the foreground, there's a large horizontal pipe with a flange. In the background, there are vertical pipes and what looks like a large storage tank or filter. The overall scene is industrial and technical.

WATER & WASTEWATER PROPOSED RATE PLAN

Notes on Rate Proposal

- No change from rate plan presented to Council in September 2024 for years 2025 -- 2027
 - Nominally higher wastewater adjustments required 2028-2030
 - Primary reason: Longer timeframe for TI/GW implementation
- Continues implementation of “Super-user” rate over 15,000,000 gallons per month for water & 10,000,000 for wastewater
- Plan continues to require SEDCO, Impact Fee and Risk Contingency fund contributions through 2030





- Debt coverage likely to be tight in 2029; may require innovative debt financing
- **Rate plan remains highly dependent on TI and GW revenues and expansion;** changes to this forecast will result in revisions to rate recommendations
- Recommend continued annual reviews to ensure revenue sufficiency

Retail Rate Proposal – 5 Year Plan

The rate plan fully funds all aspects of the water utility based on the existing market conditions and assumptions, except for FY29 (TI24 expects to temporarily decrease consumption that year).

Water expected to support Wastewater until FY32 with the rate plan.

		Effective					
		Current	Oct-25	Oct-26	Oct-27	Oct-28	Oct-29
WATER -- Customer Service Charge							
5/8 X 3/4"		\$ 25.39	\$ 26.91	\$ 27.72	\$ 28.55	\$ 29.41	\$ 30.29
1"		50.10	53.10	54.69	56.34	58.03	59.77
1 1/2"		100.65	106.69	109.89	113.19	116.59	120.08
2"		171.49	181.78	187.23	192.85	198.63	204.59
3"		373.86	396.29	408.18	420.43	433.04	446.03
4"		657.14	696.57	717.47	738.99	761.16	784.00
6"		1,466.60	1,554.59	1,601.23	1,649.27	1,698.75	1,749.71
8"		3,554.46	3,767.73	3,880.76	3,997.18	4,117.10	4,240.61
10"		7,108.92	7,535.46	7,761.52	7,994.36	8,234.20	8,481.22
12"		14,217.84	15,070.91	15,523.04	15,988.73	16,468.39	16,962.44
Water -- Volumetric Charge							
Residential/Commercial							
1,500	20,000	3.64	3.86	3.98	4.10	4.22	4.35
20,001	100,000	4.64	5.11	5.48	5.60	5.77	5.94
100,001	500,000	5.64	6.36	6.98	7.10	7.31	7.53
500,001	15,000,000	6.64	7.61	8.48	8.60	8.86	9.12
15,000,001	Above	8.14	9.36	10.48	10.60	10.86	11.12
TI1							
1,500	20,000	2.91	3.09	3.18	3.28	3.38	3.48
20,001	100,000	3.71	4.09	4.38	4.48	4.61	4.75
100,001	500,000	4.51	5.09	5.58	5.68	5.85	6.02
500,001	15,000,000	5.31	6.09	6.78	6.88	7.08	7.30
15,000,001	Above	6.51	7.49	8.38	8.48	8.68	8.90
TI24							
1,500	20,000	3.64	3.86	3.98	4.10	4.22	4.35
20,001	100,000	4.64	5.11	5.48	5.60	5.77	5.94
100,001	500,000	5.64	6.36	6.98	7.10	7.31	7.53
500,001	15,000,000	6.64	7.61	8.48	8.60	8.86	9.12
15,000,001	Above	8.14	9.36	10.48	10.60	10.86	11.12
Global Wafers							
	25%						
1,500	20,000	2.73	2.90	2.98	3.07	3.17	3.26
20,001	100,000	3.48	3.83	4.11	4.20	4.32	4.45
100,001	500,000	4.23	4.77	5.23	5.32	5.48	5.65
500,001	15,000,000	4.98	5.71	6.36	6.45	6.64	6.84
15,000,001	Above	6.11	7.02	7.86	7.95	8.14	8.34

Retail Rate Proposal – 10 Year Plan

The rate plan fully funds all aspects of the water utility based on the existing market conditions and assumptions, except for FY29 (TI24 expects to temporarily decrease consumption that year).

Water expected to carry WW until FY32

			Current	Effective				
				Oct-25	Oct-26	Oct-27	Oct-28	Oct-29
WASTEWATER -- Customer Service Charge								
<u>Customer Service Charge</u>								
All Meters			\$ 10.12	\$ 10.73	\$ 11.05	\$ 11.38	\$ 12.30	\$ 13.28
WASTEWATER -- Volumetric Rate								
<u>Residential</u>								
1,500	9,000		4.30	4.56	4.70	4.84	5.23	5.65
<u>Commercial</u>								
1,500	100,000		4.30	4.56	4.70	4.84	5.23	5.65
100,001	500,000		5.30	5.81	6.20	6.34	6.73	7.27
500,001	10,000,000		6.30	7.06	7.70	7.84	8.23	8.89
10,000,001	Above		12.00	12.00	12.00	12.00	12.00	12.96
<u>TI1</u>								
1,500	100,000		3.44	3.65	3.76	3.87	4.18	4.52
100,001	500,000		4.24	4.65	4.96	5.07	5.38	5.81
500,001	10,000,000		5.04	5.65	6.16	6.27	6.58	7.11
10,000,001	Above		9.60	9.60	9.60	9.60	9.60	10.37
<u>TI24</u>								
1,500	100,000		4.30	4.56	4.70	4.84	5.23	5.65
100,001	500,000		5.30	5.81	6.20	6.34	6.73	7.27
500,001	10,000,000		6.30	7.06	7.70	7.84	8.23	8.89
10,000,001	Above		12.00	12.00	12.00	12.00	12.00	12.96
<u>Global Wafers</u>								
1,500	100,000		3.23	3.42	3.52	3.63	3.92	4.23
100,001	500,000		3.98	4.36	4.65	4.75	5.05	5.45
500,001	10,000,000		4.73	5.30	5.77	5.88	6.17	6.66
10,000,001	Above		9.00	9.00	9.00	9.00	9.00	9.72

Retail Rate Proposal – Impact on Monthly Charges

			Current	Oct-25	Oct-26	Oct-27	Oct-28	Oct-29
Effective								
Residential Monthly Charges Inside -- 3/4"								
1,500 Water	Total	\$	35.51	\$ 37.64	\$ 38.77	\$ 39.94	\$ 41.70	\$ 43.57
1,500 WW	Increase -- \$			2.13	1.13	1.16	1.77	1.87
	Increase -- %			6.0%	3.0%	3.0%	4.4%	4.5%
6,000 Water	Total		71.27	75.55	77.82	80.15	84.21	88.53
6,000 WW	Increase -- \$			4.28	2.27	2.33	4.06	4.32
	Increase -- %			6.0%	3.0%	3.0%	5.1%	5.1%
30,000 Water	Total		181.63	194.43	202.39	208.01	216.63	225.70
9,000 WW	Increase -- \$			12.80	7.96	5.62	8.62	9.07
	Increase -- %			7.0%	4.1%	2.8%	4.1%	4.2%
Commercial Monthly Charges Inside -- 2"								
20,000 Water	Total	\$	328.63	\$ 348.35	\$ 358.80	\$ 369.56	\$ 385.70	\$ 402.72
20,000 WW	Increase -- \$			19.72	10.45	10.76	16.13	17.02
	Increase -- %			6.0%	3.0%	3.0%	4.4%	4.4%
200,000 Water	Total		2,138.75	2,339.67	2,490.61	2,548.22	2,668.77	2,808.83
200,000 WW	Increase -- \$			200.91	150.94	57.62	120.55	140.05
	Increase -- %			9.4%	6.5%	2.3%	4.7%	5.2%

Summary Rate Proposal – 10 Year Forecast Revenues and COS

	Forecast 2026	Forecast 2027	Forecast 2028	Forecast 2029	Forecast 2030
Revenues					
Water	\$ 35,833,358	\$ 38,985,595	\$ 45,602,369	\$ 48,264,033	\$ 58,825,565
Wastewater	23,098,548	25,438,610	28,971,222	30,851,906	40,776,158
GTUA Funds	-	1,400,000	12,611,000	5,377,000	1,382,000
SEDCO Reimbursements	1,000,000	8,000,000	2,000,000	-	-
General Fund Reimbursements	-	-	-	-	-
Impact Fee Reimbursements	4,250,000	2,500,000	2,500,000	2,500,000	2,500,000
Risk Contingency Funds	-	6,200,000	-	2,000,000	7,000,000
Non-Rate-Other	3,168,085	3,179,815	3,191,897	3,204,341	3,217,159
Total Revenues	67,349,992	85,704,020	94,876,488	92,197,280	113,700,882
Cost of Service					
Operating	30,752,463	32,735,003	35,302,878	37,383,508	41,879,714
Capital Outlays	600,645	1,171,040	1,171,040	1,171,040	1,171,040
Debt Service	27,880,299	44,442,666	51,457,906	56,788,923	62,004,325
Transfers	5,496,122	5,661,006	5,830,836	6,005,761	6,185,934
Total	64,729,529	84,009,714	93,762,660	101,349,232	111,241,012
Net Revenues	2,620,463	1,694,306	1,113,828	(9,151,951)	2,459,870
Percent of COS	3.9%	2.0%	1.2%	-9.9%	2.2%
Debt Coverage	1.31	1.19	1.16	0.97	1.16
Days of Operating Expenditures	213	219	215	113	123

Willdan Financial Services ("Willdan") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority. As part of its SEC registration Willdan is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Willdan. Pursuant to MSRB Rule G-42, Willdan is required to disclose any legal or disciplinary event that is material to Client's evaluation of Willdan or the integrity of its management or advisory personnel. Willdan has determined that no such event exists. Copies of Willdan's filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at: <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Willdan Financial Services or for our CIK number which is 0001782739.

For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the municipality with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the municipality, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the municipality, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, unless formally engaged to provide such information.



QUESTIONS & DISCUSSION



City Council Regular Meeting

Agenda Item No. F.4.

Meeting Date: 9/15/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6871

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow A Church Or Other Place Of Worship In A C-1 (Retail Business) District/F.M. 1417 Overlay District Located At 2001 Skyline Drive, Consisting Of 2.85 Acres Being A Part Of Lot 3, Block 1, Skyline Business Park Addition, The Fielding Bacon Survey, Abstract No. 119, City Of Sherman, Grayson County, Dean Gilbert Jr, LLC (Owner) And Kent Hughlett (Architect); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit at 2001 Skyline Drive To Allow a Church or Other Place of Worship in a C-1 (Retail Business) District/F.M. 1417 Overlay District

Background:

The property is located at 2001 Skyline Drive. The owner is requesting a Specific Use Permit to allow for a Church or Other Place of Worship in a C-1 District.

The purpose of the project is to utilize an existing commercial building for the purpose of holding church services on Sundays. The proposed use will occupy approximately 1,540 square feet of the building to serve as the sanctuary space for worship gatherings.

Capital Improvement Program:

N/A

Origination:

Dean Gilbert Jr, LLC (Owner) and Kent Hughlett (Architect)

Financial Consideration:

None

Staff Recommendation:

Staff has no objection to the approval of the Specific Use Permit.

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6871
2. Exhibit A Survey
3. Exhibit B Site Plan
4. Location Map
5. Zoning Map
6. Future Land Use Map
7. Property Notification Sign
8. Narrative
9. Landscape Plan
10. Elevations

ORDINANCE NO. 6871

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A CHURCH OR OTHER PLACE OF WORSHIP IN A C-1 (GENERAL COMMERCIAL) DISTRICT/F.M.1417 OVERLAY DISTRICT, LOCATED AT 2001 SKYLINE DRIVE, CONSISTING OF 2.85 ACRES BEING LOT 3, BLOCK 1, SKYLINE BUSINESS PARK ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS DEAN GILBERT JR, LLC (OWNER), PATHWAY FELLOWSHIP CHURCH (APPLICANT) AND KENT HUGHLETT (ARCHITECT) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 2001 Skyline Drive, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Church or Other Place of Worship, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property on **Exhibit A – Survey**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). (Code of Ordinances Chapter 3)
3. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (Article 14.07)
4. The property must be properly maintained in a state of good repair and neat appearance.
5. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
6. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
7. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (Chapter 14, Sec. 14.06.009(a)(1)(C))
8. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
9. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Additional Conditions:

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

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

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

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

SECTION 6. That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under

this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

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

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

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

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

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

INTRODUCED on this the 15th day of September 2025.

ADOPTED on this the 15th day of September 2025.

EFFECTIVE DATE on this the 15th day of September 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

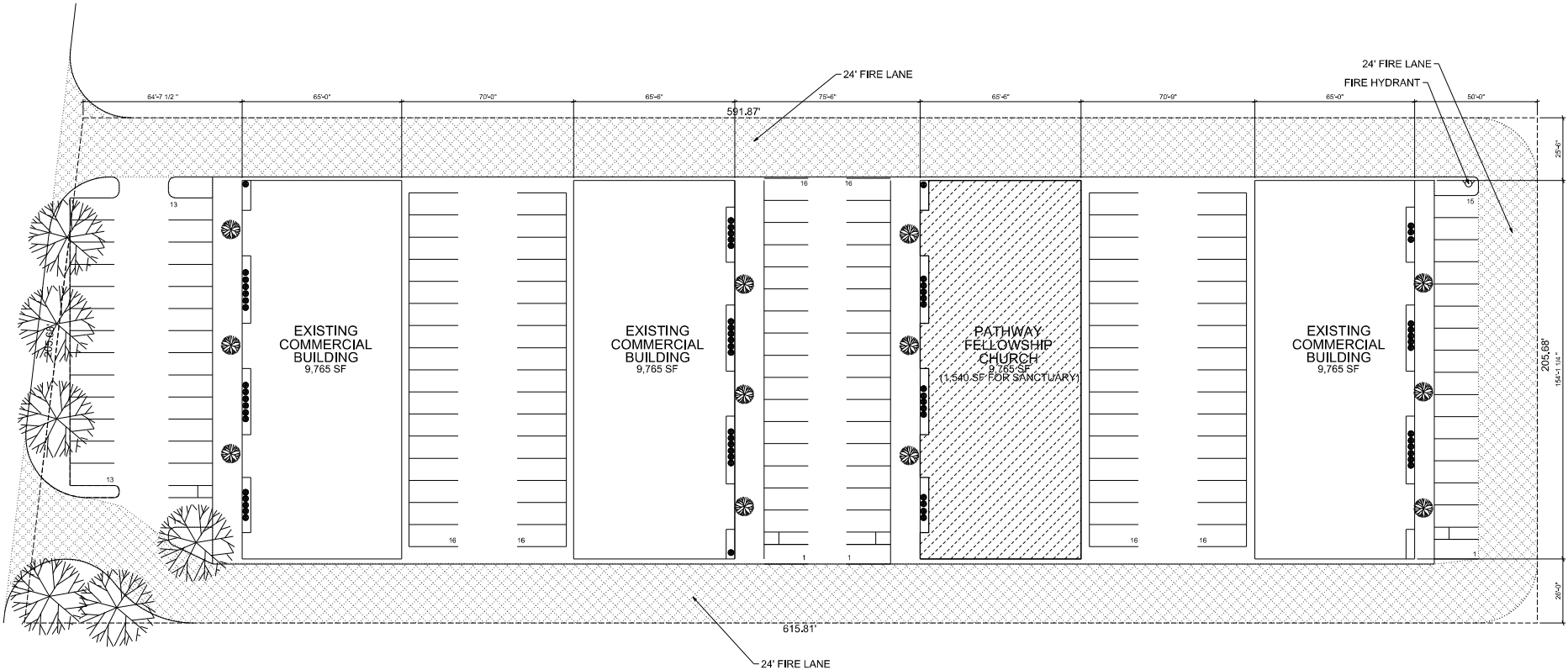
BY: _____
LEAH ROBERTS
EXEC. DIR. OF ADMINISTRATION
ACTING CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Scale: 1" = 100'

EXHIBIT B



BUILDING UNIT TABLE

UNIT TYPE	BUILDING AREA		
OFFICE	39,060		
SANCTUARY	1,540		

LEGAL DESCRIPTION: LOT 3, BLOCK 1 OF THE SKYLINE BUSINESS PARK ADDITION TO THE CITY OF SHERMAN, TEXAS AS SHOWN BY THE PLAT OF RECORD IN VOL. 7, PAGE 81, PLAT RECORDS, GRAYSON COUNTY, TEXAS.

NOTE: NO CHANGES ARE PROPOSED TO THE EXISTING SITE PAVING OR SIDEWALKS
NOTE: TRASH RECEPTORS ARE LOCATED ON THE ADJACENT PROPERTY

SITE TABULATION TABLE

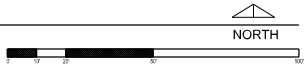
PROPERTY SQ. FT.	124,150 SQ. FT.
PARKING REQUIRED	114 SPACES
PARKING PROVIDED	125 SPACES
CURRENT ZONING	C-1
EXISTING HARD SURFACE	120,732 SQ. FT.
HARD SURFACE AREA	120,732 SQ. FT.
LANDSCAPED AREA	3,418 SQ. FT.
FLOOR TO AREA RATIO	0.31

PARKING CALCULATIONS

UNIT TYPE	BUILDING AREA	PARKING REQUIREMENTS
OFFICE	39,060	1 PER 400SF
SANCTUARY	1,540	1 PER 100SF
TOTAL PARKING REQUIRED		114
TOTAL PARKING PROVIDED		125

SITE PLAN

SCALE: 1"= 20'-0"



KENT HUGHLETT, ARCHITECT PLLC
177 TIMBERBROOK CIRCLE
DENISON, TEXAS 75021
RKHUGHLETT@GMAIL.COM 972-743-8398

PATHWAY FELLOWSHIP CHURCH
2001 SKYLINE BUILDING C
SHERMAN, TEXAS 75092

C-1.0

JULY 7, 2025

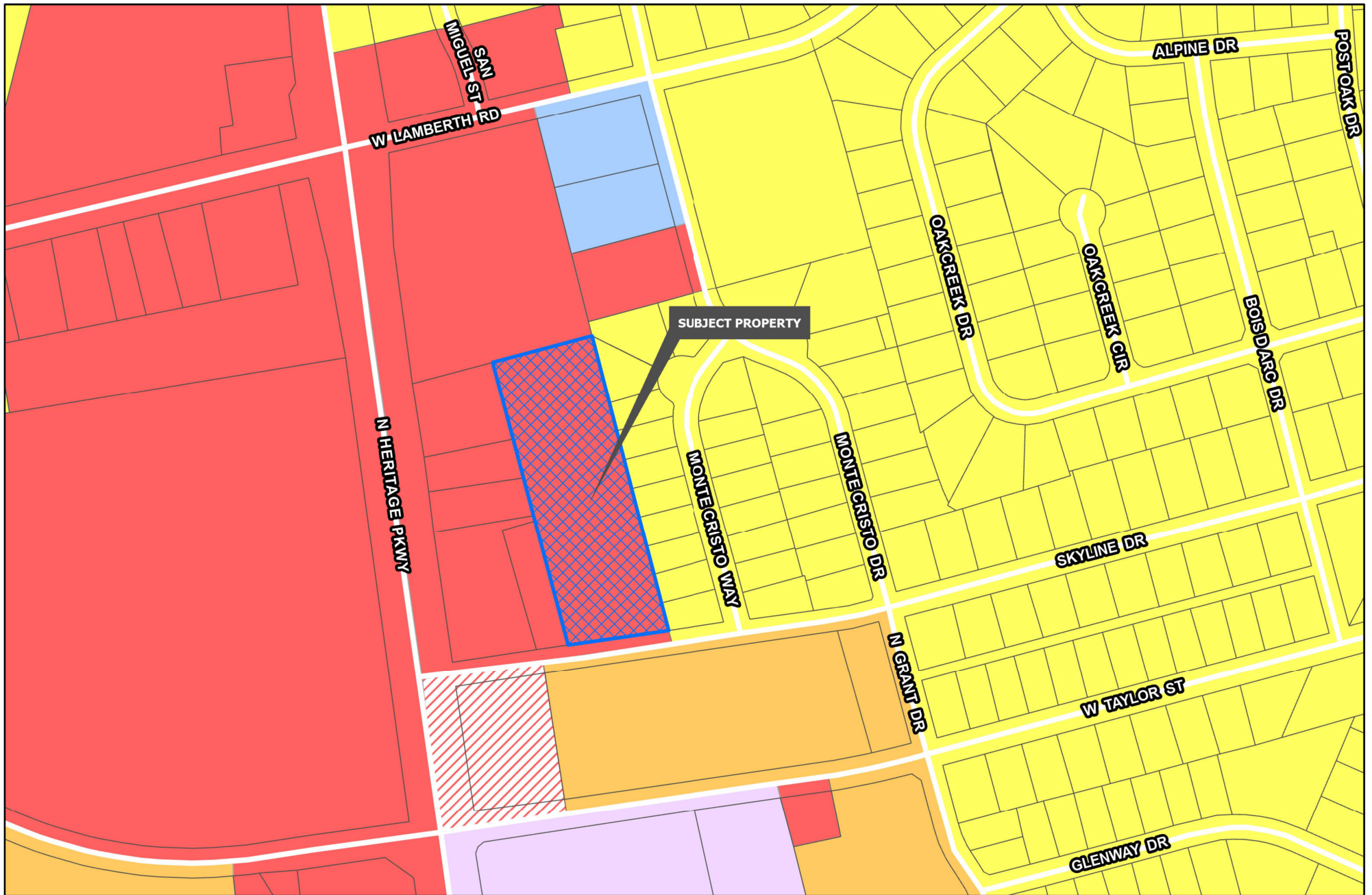


City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
2001 SKYLINE DR



Date: 7/31/2025 5:31 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department

 Planning & Zoning

 R-A Residential Agricultural

 R-E Estate Residential

 R-12 Single Family Residential

 R-6 Single Family Residential

 R-5 Single Family Residential

 R-4 Patio Home Residential

 R-2F Duplex Residential

 R-TH Townhome Residential

 MF-15 Multi-Family Residential

 MF-30 Multi-Family Residential

 MH Manufactured Housing

 C-N Neighborhood Commercial

 C-O Office

 C-1 Retail Business

 C-2 General Commercial

 M-1 Light Manufacturing

 M-1.5 Medium Manufacturing

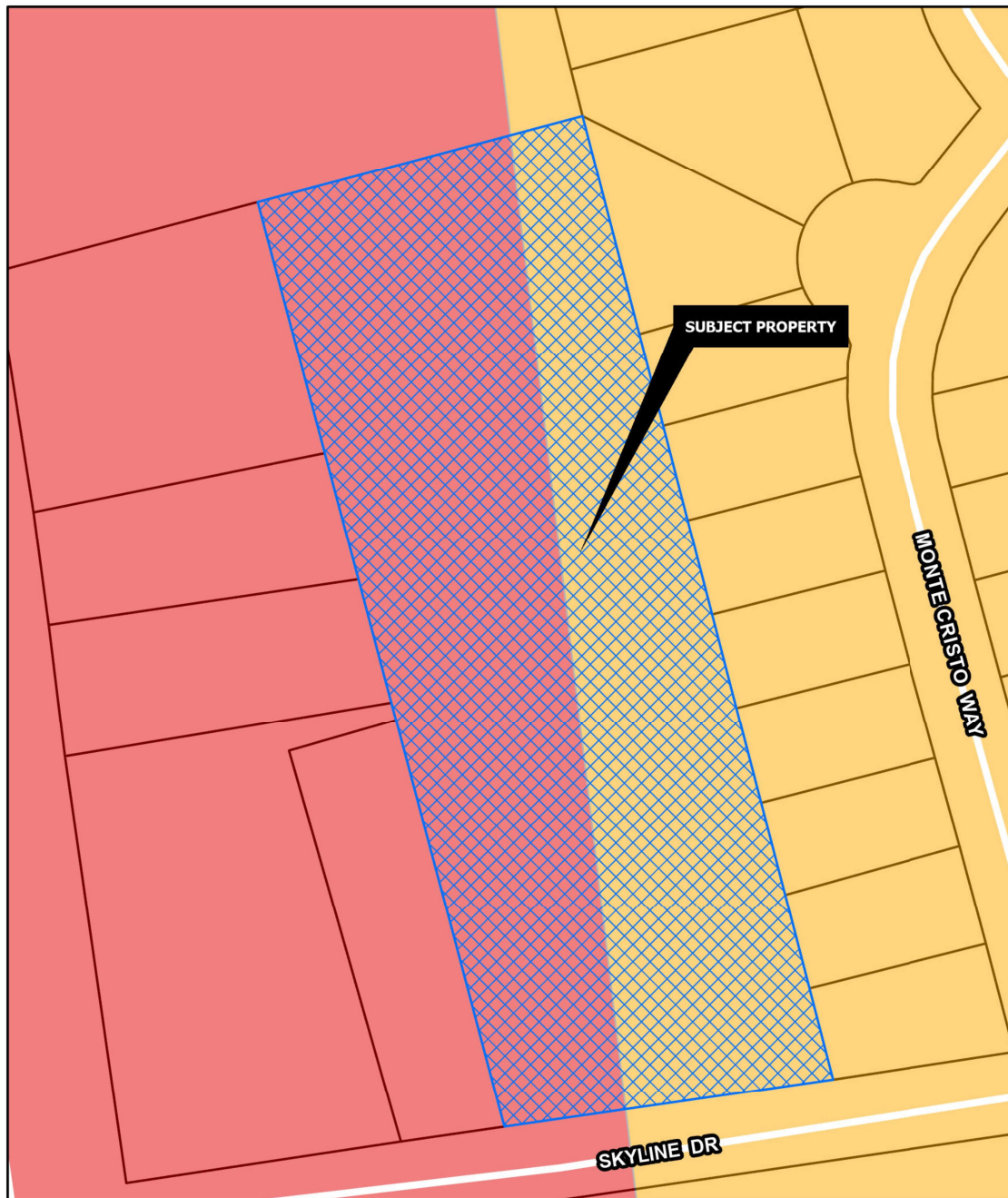
 M-2 Heavy Manufacturing

 PD Planned Development

CITY OF SHERMAN
ZONING MAP
2001 SKYLINE DR



Date: 7/31/2025 5:31 PM



CORE NEIGHBORHOOD

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

REGIONAL COMMERCIAL

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
2001 SKYLINE DR



Date: 7/31/2025 5:31 PM

2001 SKYLINE DRIVE



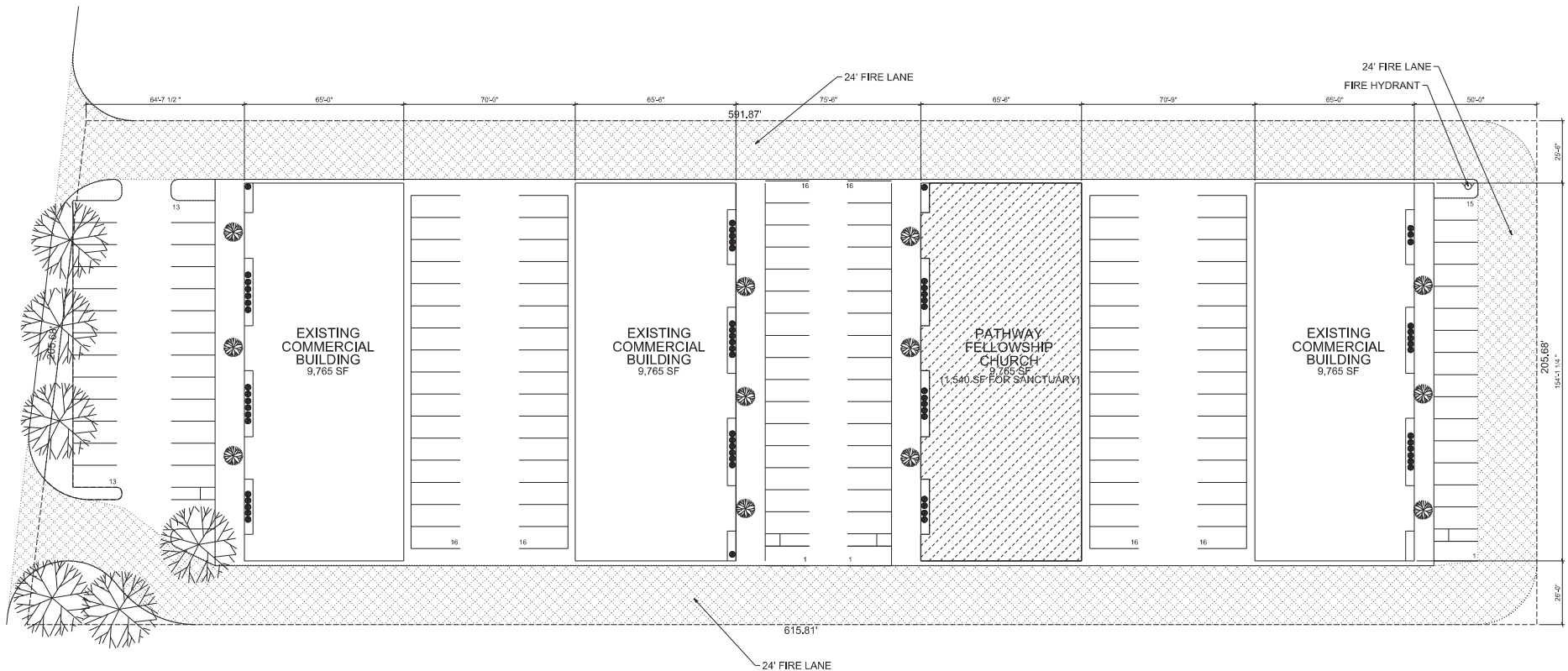
Project Narrative**Property Address:** 2001 Skyline Drive – Building C**Proposed Use:** Church Sanctuary

The purpose of this project is to utilize an existing commercial building located at 2001 Skyline Drive, Building C, for the purpose of holding church services on Sundays. The proposed use will occupy approximately 1,540 square feet of the building to serve as the sanctuary space for worship gatherings.

No exterior modifications or structural changes to the building are planned. The intent is to operate within the existing footprint and layout of the space. The use will be limited to religious services and related activities on Sundays.

This proposed use will have minimal impact on the surrounding area, and all activities will be conducted in a manner consistent with city ordinances and regulations.

LANDSCAPE PLAN



BUILDING UNIT TABLE			
UNIT TYPE	BUILDING AREA		
OFFICE	39,060		
SANCTUARY	1,540		

LEGAL DESCRIPTION: LOT 3, BLOCK 1 OF THE SKYLINE BUISNESS PARK ADDITION TO THE CITY OF SHERMAN, TEXAS AS SHOWN BY THE PLAT OF RECORD IN VOL. 7, PAGE 81, PLAT RECORDS , GRAYSON COUNTY, TEXAS.

NOTE: NO CHANGES ARE PROPOSED TO THE EXISTING SITE PAVING OR SIDEWALKS
NOTE: TRASH RECEPTORS ARE LOCATED ON THE ADJACENT PROPERTY

SITE TABULATION TABLE	
PROPERTY SQ. FT.	124,150 SQ. FT.
PARKING REQUIRED	114 SPACES
PARKING PROVIDED	125 SPACES
CURRENT ZONING	C-1
EXISTING HARD SURFACE	120,732 SQ. FT.
HARD SURFACE AREA	120,732 SQ. FT.
LANDSCAPED AREA	3,418 SQ. FT.
FLOOR TO AREA RATIO	0.31

PARKING CALCULATIONS		
UNIT TYPE	BUILDING AREA	PARKING REQUIREMENTS
OFFICE	39,060	1 PER 400SF
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TOTAL PARKING REQUIRED		114
TOTAL PARKING PROVIDED		125

SITE PLAN

SCALE: 1"= 20'-0"



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PATHWAY FELLOWSHIP CHURCH
2001 SKYLINE BUILDING C
SHERMAN, TEXAS 75092

C-1.0

JULY 7, 2025

FRONT



SIDE

17'



BACK

15'



SIDE

17'





City Council Regular Meeting

Agenda Item No. F.5.

Meeting Date: 9/15/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6872

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Automobile repair, Body work, or Painting in a C-2 (General Commercial) District, Located At 2500 Block Fallon Drive, Consisting of 2.482 acres, City Of Sherman, Grayson County, Texas Ali Farmehr (Owner), Greg Joseph (Applicant) and Helvey-Wagner Surveying, Inc. (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit at the 2500 Block of Fallon Drive to Allow Automobile repair, Body work, or Painting in a C-2 (General Commercial) District.

Background:

The property is located in the 2500 Block Fallon Drive. The owner is requesting a Specific Use Permit for a Automobile Repair and Site Plan approval for Endurance Automotive.

Endurance Automotive will be a family-owned full-service auto repair shop in Sherman providing complete auto care for customers. This will be a brand new facility servicing all makes and all models.

Capital Improvement Program:

N/A

Origination:

Ali Farmehr (Owner), Greg Joseph (Applicant) and Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

Staff has no objection to the approval of this Specific Use Permit.

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6872
2. Exhibit A Survey
3. Exhibit B Site Plan
4. Exhibit C Landscape Plan
5. Exhibit D Building Elevation
6. Location Map
7. Zoning Map
8. Future Land Use Map
9. Property Notification Sign
10. Narrative

ORDINANCE NO. 6872

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW AN AUTOMOBILE REPAIR , BODY WORK, OR PAINTING IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 2500 BLOCK FALLON DRIVE, CONSISTING OF 2.482 ACRES, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS ALI FARMEHR (OWNER), GREG JOSEPH (APPLICANT) AND HELVEY-WAGNER SURVEYING, INC (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 2500 Block Fallon Drive, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Automobile repair, body work, or painting, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property on **Exhibit A – Survey**.

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

Zoning:

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

2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. (Code of Ordinances Chapter 3.02(c))
3. 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.
4. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires, displays or parts are permitted.
5. No work shall be performed outside the structure designated for auto repair.
6. The property must be properly maintained in a state of good repair and neat appearance.
7. The dumpster enclosure shall not be located in the floodplain.
8. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
9. 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 Greg Joseph, Endurance Automotive is the owner or lessee of the Property.
10. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded on the first anniversary of the effective date identified below, unless earlier terminated, rescinded, extended or renewed by separate action of the City Council. The owner of the property subject to the Specific Use Permit must receive City Council approval of an application to extend or renew the Specific Use Permit prior to the expiration thereof.
11. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (Chapter 14, Sec. 14.06.009(a)(1)(C))
12. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
13. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission

Engineering:

14. Platting of the property is required. Code of Ordinances Chapter 10.01.005; Texas Local Government Code Title 1, Sec. 212.004
15. Dedication of Right of Way Dedication along Fallon Drive in regard to Grayson County/City of Sherman Thoroughfare Plan will be required on plat. Fallon Drive is shown to be a Minor Arterial on the City of Sherman Thoroughfare Plan. Code of Ordinances Chapter 10.03.007(a); Engineering Design Standards Manual Table 2.1; Grayson County Subdivision Regulations 4.1.5
16. All requirements of the Floodplain Ordinance shall be followed. Code of Ordinances Chapter 3, Article 3.12

17. Drive approaches and sidewalks shall conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003(h); Engineering Design Standards Manual 2.5
18. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. Code of Ordinances Chapter 10.03.006; Engineering Design Standards Manual Sec. 4.18
19. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be found in the Development Guide on the City of Sherman website. Code of Ordinances Chapter 10.04; Engineering Design Standards Manual Sec. 1.9

Additional Conditions:

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

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

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

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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.

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CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
LEAH ROBERTS,
EXEC. DIR. OF ADMINISTRATION
ACTING CITY CLERK

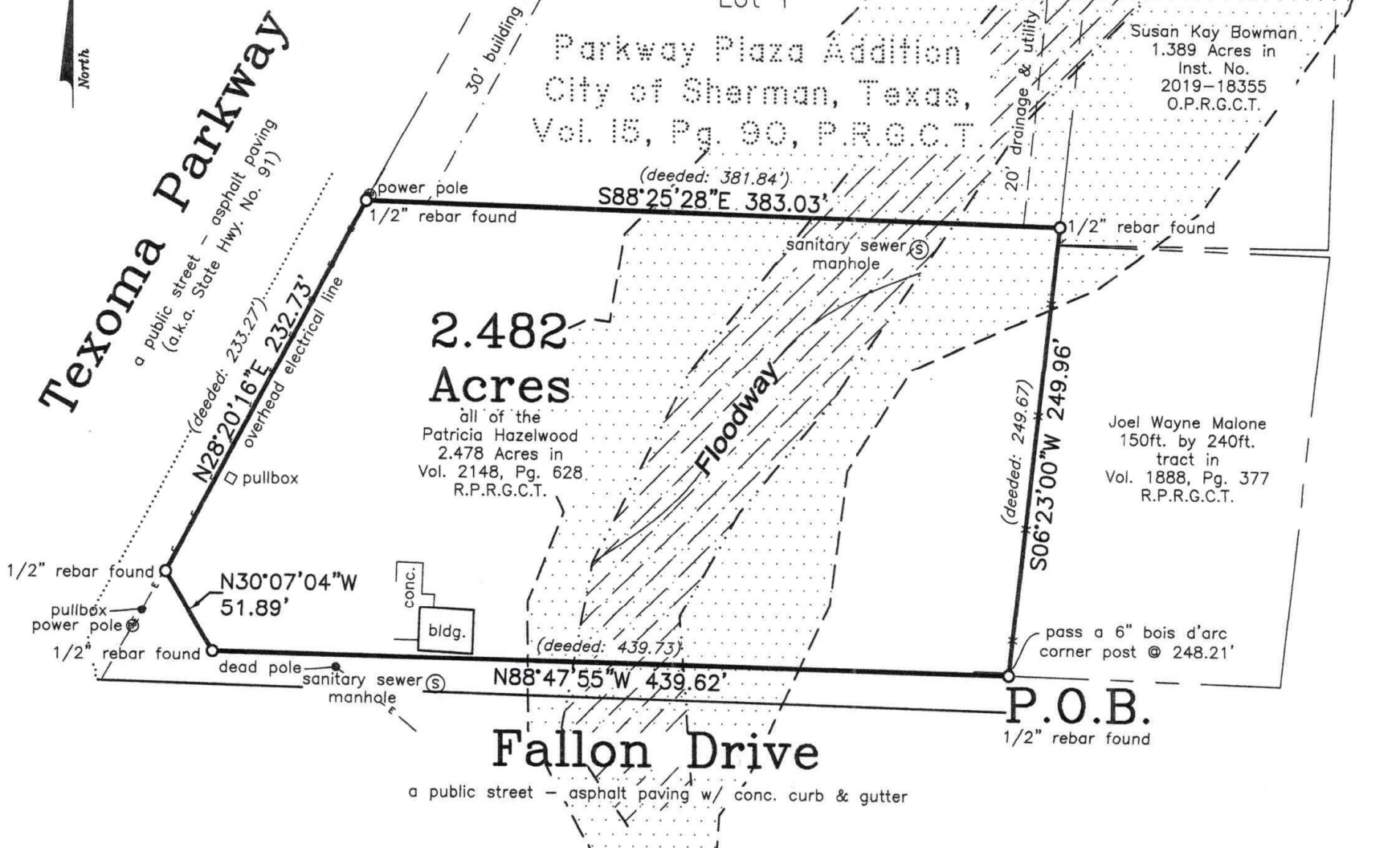
APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

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

D.C. Shelp Survey
Abstract No. 1097
Grayson County, Texas

Scale:
1"=100'



Owner: Patricia Hazelwood

Buyer: Ali Farmehr

Address: 2500 Fallon Drive
Sherman, Texas

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

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

A portion of the subject property shown hereon lies within the limits of a Zone "AE" 100-year Flood Hazard Area, as scaled from the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0280 F, Revised Date: September 29, 2010.

Note: This survey was done without the benefit of a title commitment.

Job No. BGS740621

Helvey-Wagner Surveying, Inc.

222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191

Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100



Kate A. Wagner, Registered Professional Surveyor, S. No. 6578
Copyright Date: June 21, 2021

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020

Ph: (903) 463-6191 · Fax: (903) 463-4088 · Email: kate@helveywagnersurvey.net

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

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

FIELD NOTES 2.482 Acres

SITUATED in the City of Sherman, County of Grayson, State of Texas, being out of the D.C. Shelp Survey, Abstract No. 1097, being all of the 2.478 acre tract of land conveyed by Warranty Deed from Cherrol Horner to Patricia Hazelwood on April 15, 1991 and recorded in Volume 2148, Page 628, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch rebar found in the North right-of-way line of Fallon Drive, a public road, at the Southwest corner of the 150 ft. by 240 ft. tract of land conveyed to Joel Wayne Malone, recorded in Volume 1888, Pg. 377, said Real Property Records, and the Southeast corner of said Hazelwood 2.478 ac.;

THENCE North 88 deg. 47 min. 55 sec. West, with the North right-of-way line of said Fallon Drive and the South line of said Hazelwood 2.478 ac., a distance of 439.62 ft. to a 1/2 inch rebar found in the East right-of-way line of Texoma Parkway (AKA: State Highway No. 91), at the Southwest corner of said Hazelwood 2.478 ac.;

THENCE North 30 deg. 07 min. 04 sec. West, with the East right-of-way line of said Texoma Parkway and a West line of said Hazelwood 2.478 ac., a distance of 51.89 ft. to a 1/2 inch rebar found at an angle point of said Texoma Parkway and Hazelwood 2.478 ac.;

THENCE North 28 deg. 20 min. 16 sec. East, continuing with the East right-of-way line of said Texoma Parkway and a West line of said Hazelwood 2.478 ac., a distance of 232.73 ft. to a 1/2 inch rebar found at the Southwest corner of Lot 1, Parkway Plaza Addition to the City of Sherman, Texas, recorded in Volume 15, Page 90, Plat Records, Grayson County, Texas;

THENCE South 88 deg. 25 min. 28 sec. East, with the South line of said Lot 1 and the North line of said Hazelwood 2.478 ac., a distance of 383.03 ft. to a 1/2 inch rebar found in a West line of the 1.389 acre tract of land conveyed to Susan Kay Bowman, recorded in Instrument No. 2019-18355, Official Public Records, Grayson County, Texas, at the Southeast corner of said Lot 1 and the Northeast corner of said Hazelwood 2.478 ac.,

THENCE South 06 deg. 23 min. 00 sec. West, with a West line of said Bowman 1.389 ac., the West line of said Malone tract and the East line of said Hazelwood 2.478 ac., passing a 6 inch bois d'arc corner post at 248.21 ft. and continuing on said course for a **TOTAL** distance of 249.96 ft. to the **PLACE OF BEGINNING** and containing **2.482 ACRES** of land.



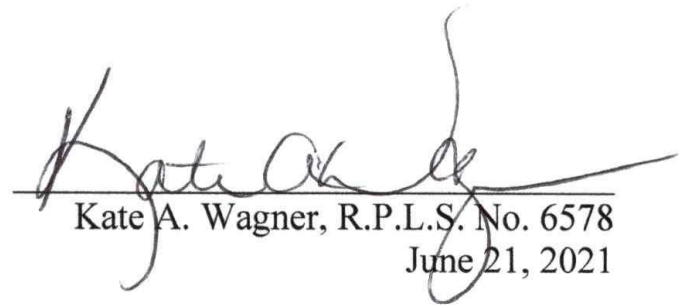
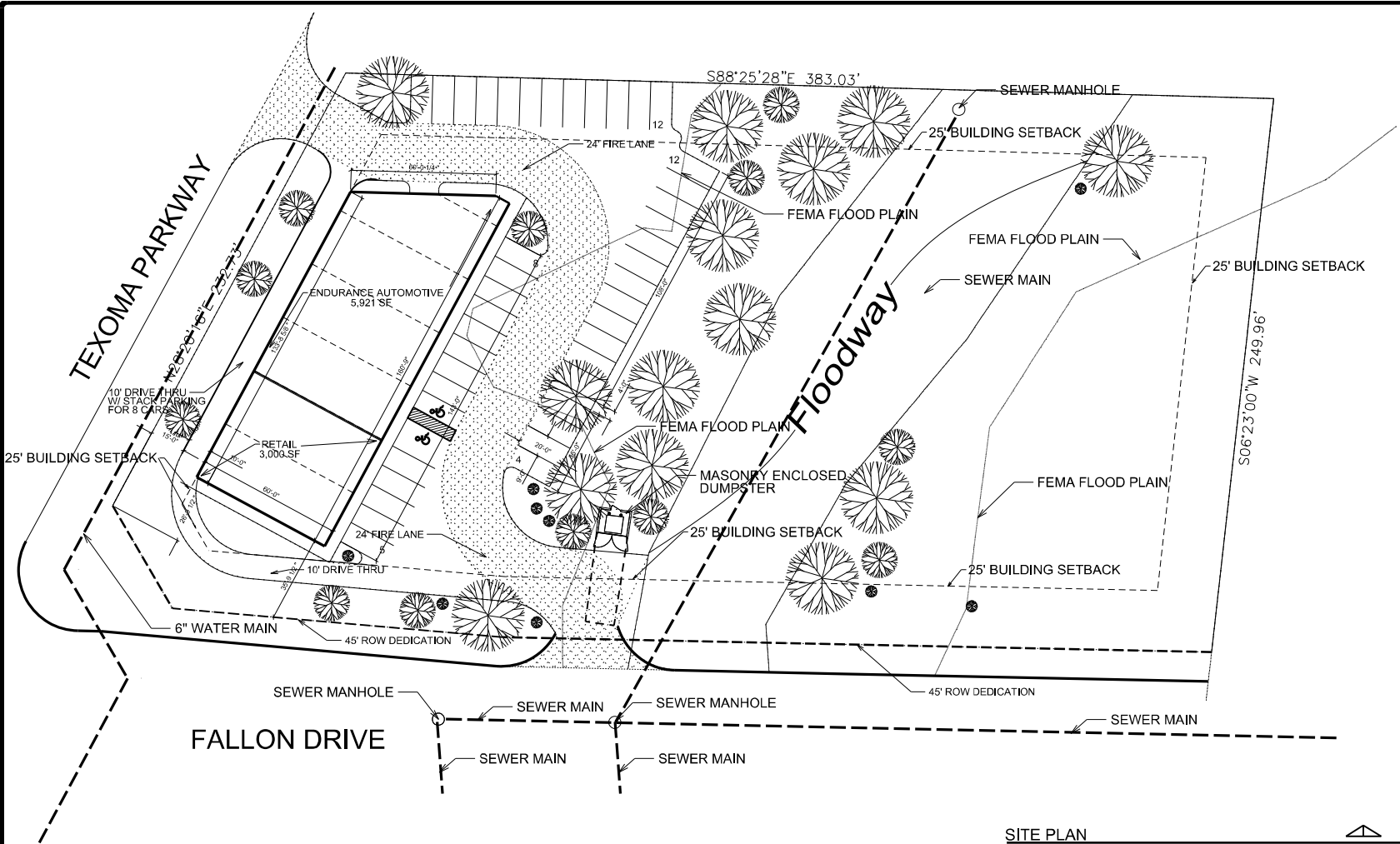

Kate A. Wagner, R.P.L.S. No. 6578
June 21, 2021

EXHIBIT B



BUILDING UNIT TABLE		
UNIT TYPE	BUILDING AREA	BUILDING LOT
AUTO REPAIR	5,921	LOT 1
RETAIL	3,000	LOT 1
ENCLOSED	8,921	LOT 1

SITE TABULATION TABLE	
PROPERTY SQ. FT.	97,464 SQ. FT.
PARKING REQUIRED	43 SPACES
PARKING PROVIDED	43 SPACES
CURRENT ZONING	C-2
EXISTING HARD SURFACE	N/A
HARD SURFACE AREA	34,954 SQ. FT.
LANDSCAPED AREA	62,910 SQ. FT.
FLOOR TO AREA RATIO	0.35

PARKING CALCULATIONS		
UNIT TYPE	UNITS ON SITE	PARKING REQUIREMENTS
SERVICE BAYS	10	2 PER BAY
RESTAURANT	3,000 SF	1/250 SF
TOTAL PARKING REQUIRED		32
TOTAL PARKING PROVIDED		43

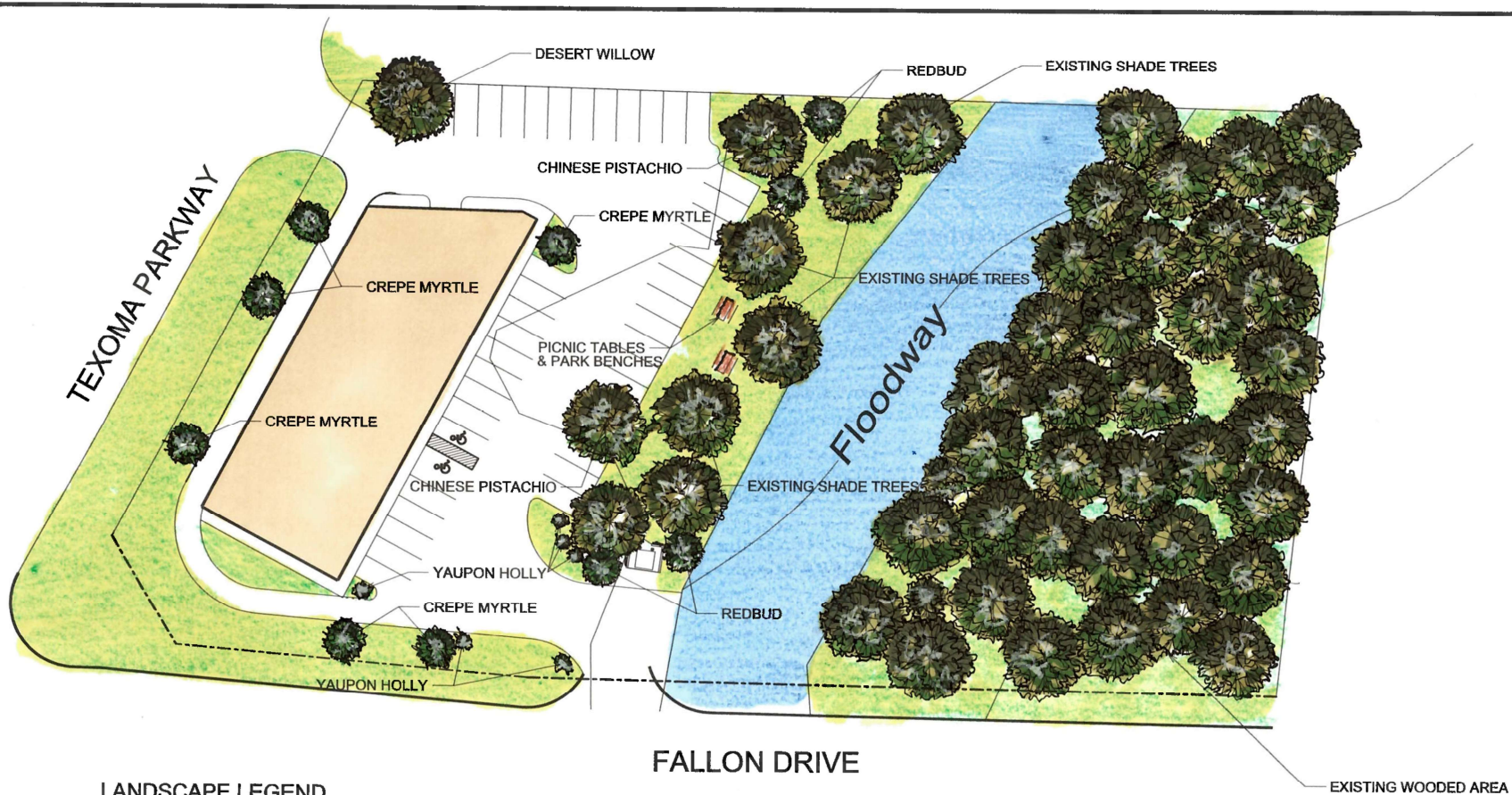
SITE PLAN
SCALE: 1"= 20'-0"
NORTH

KENT HUGHLETT, ARCHITECT PLLC
177 TIMBERBROOK CIRCLE
DENISON, TEXAS 75021
RKHUGHLETT@GMAIL.COM 972-743-8398

ENDURANCE AUTOMOTIVE
2500 FALLON ROAD
SHERMAN, TEXAS 75090

C-1.0
JULY 28, 2025

EXHIBIT C



LANDSCAPE LEGEND

-  NEW CHINESE PISTACHIO 2- EACH
-  NEW DESERT WILLLOW 1- EACH
-  NATIVE WALNUT - EXISTING
-  AMERICAN ELM - EXISTING
-  CREPE MYRTLE 6- EACH
-  OKLAHOMA REDBUD 4- EACH
-  YAU PON HOLLY 6- EACH

LANDSCAPE PLAN
SCALE: 1"= 20'-0"



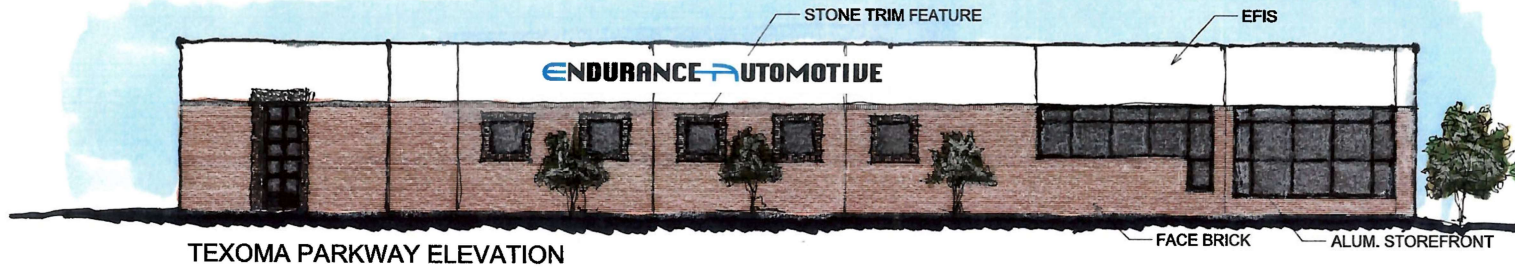
KENT HUGHLETT, ARCHITECT PLLC
177 TIMBERBROOK CIRCLE
DENISON, TEXAS 75021
RKHUGHLETT@GMAIL.COM 972-743-8398

ENDURANCE AUTOMOTIVE
2500 FALLON ROAD
SHERMAN, TEXAS 75090

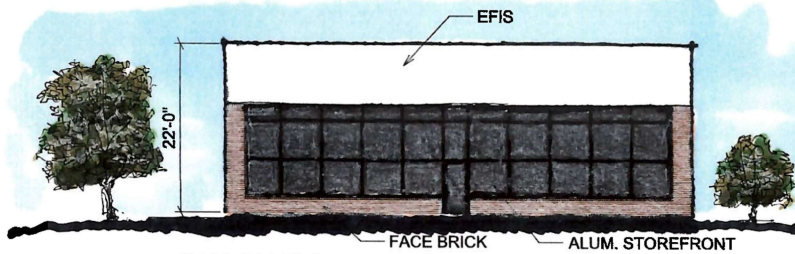
C-1.0

JULY 7, 2025

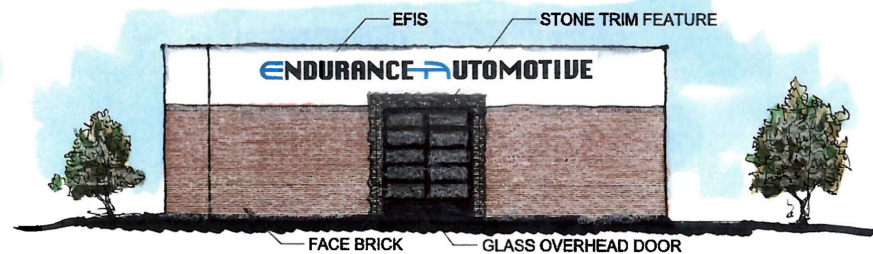
EXHIBIT D



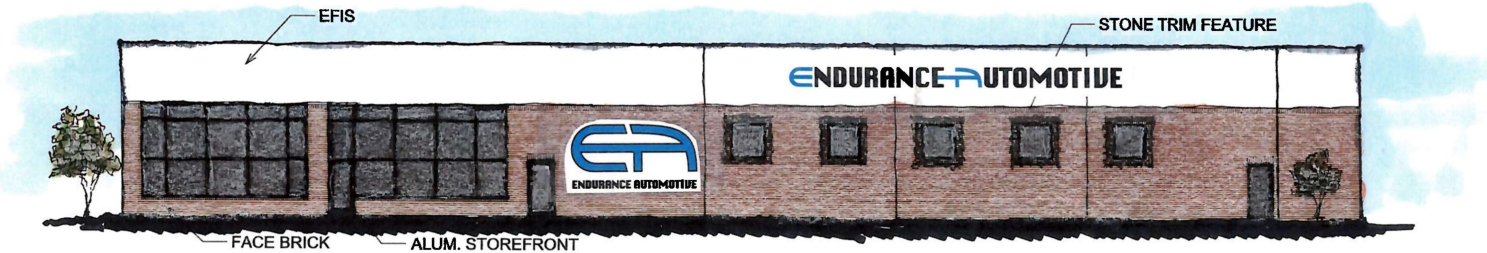
TEXOMA PARKWAY ELEVATION



FALLON ELEVATION



NORTH ELEVATION



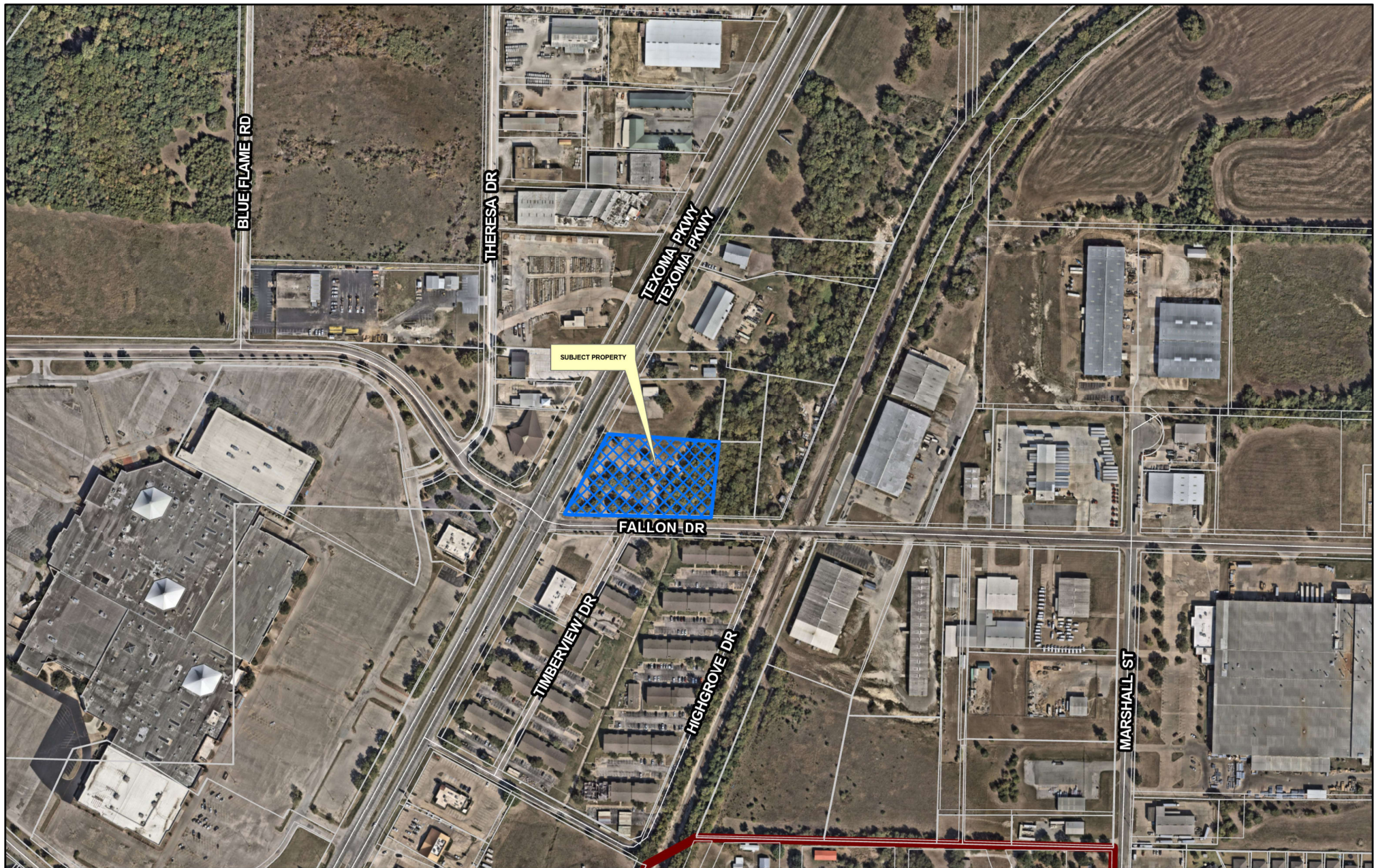
EAST ELEVATION

KENT HUGHLETT, ARCHITECT PLLC
177 TIMBERBROOK CIRCLE
DENISON, TEXAS 75021
RKHUGHLETT@GMAIL.COM 972-743-8398

ENDURANCE AUTOMOTIVE
2500 FALLON ROAD
SHERMAN, TEXAS 75090

C-1.0

JULY 14, 2025

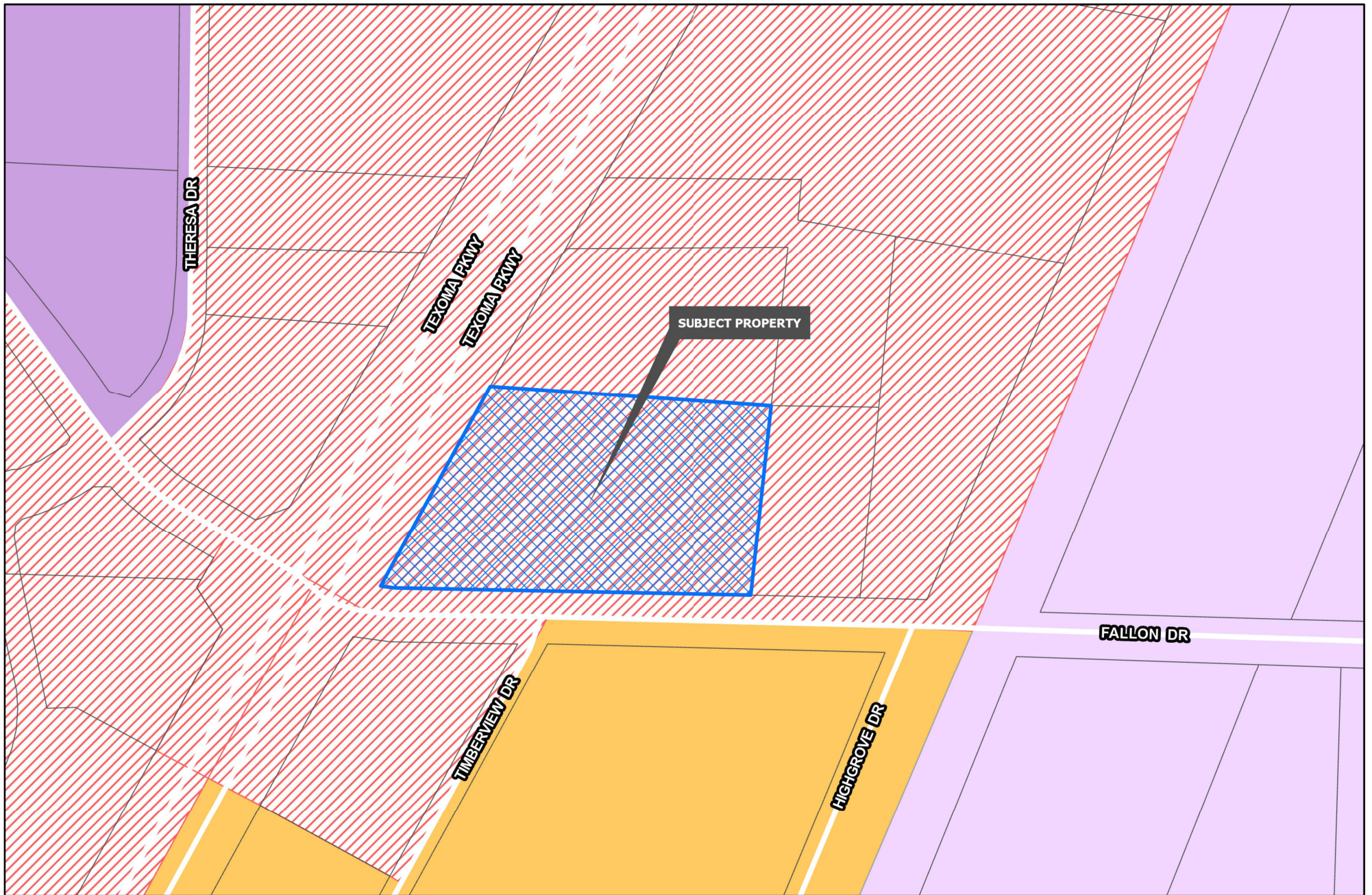


City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
2500 BLK FALLON DR



Date: 7/31/2025 5:31 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department

 Planning & Zoning

 R-A Residential Agricultural

 R-E Estate Residential

 R-12 Single Family Residential

 R-6 Single Family Residential

 R-5 Single Family Residential

 R-4 Patio Home Residential

 R-2F Duplex Residential

 R-TH Townhome Residential

 MF-15 Multi-Family Residential

 MF-30 Multi-Family Residential

 MH Manufactured Housing

 C-N Neighborhood Commercial

 C-O Office

 C-1 Retail Business

 C-2 General Commercial

 M-1 Light Manufacturing

 M-1.5 Medium Manufacturing

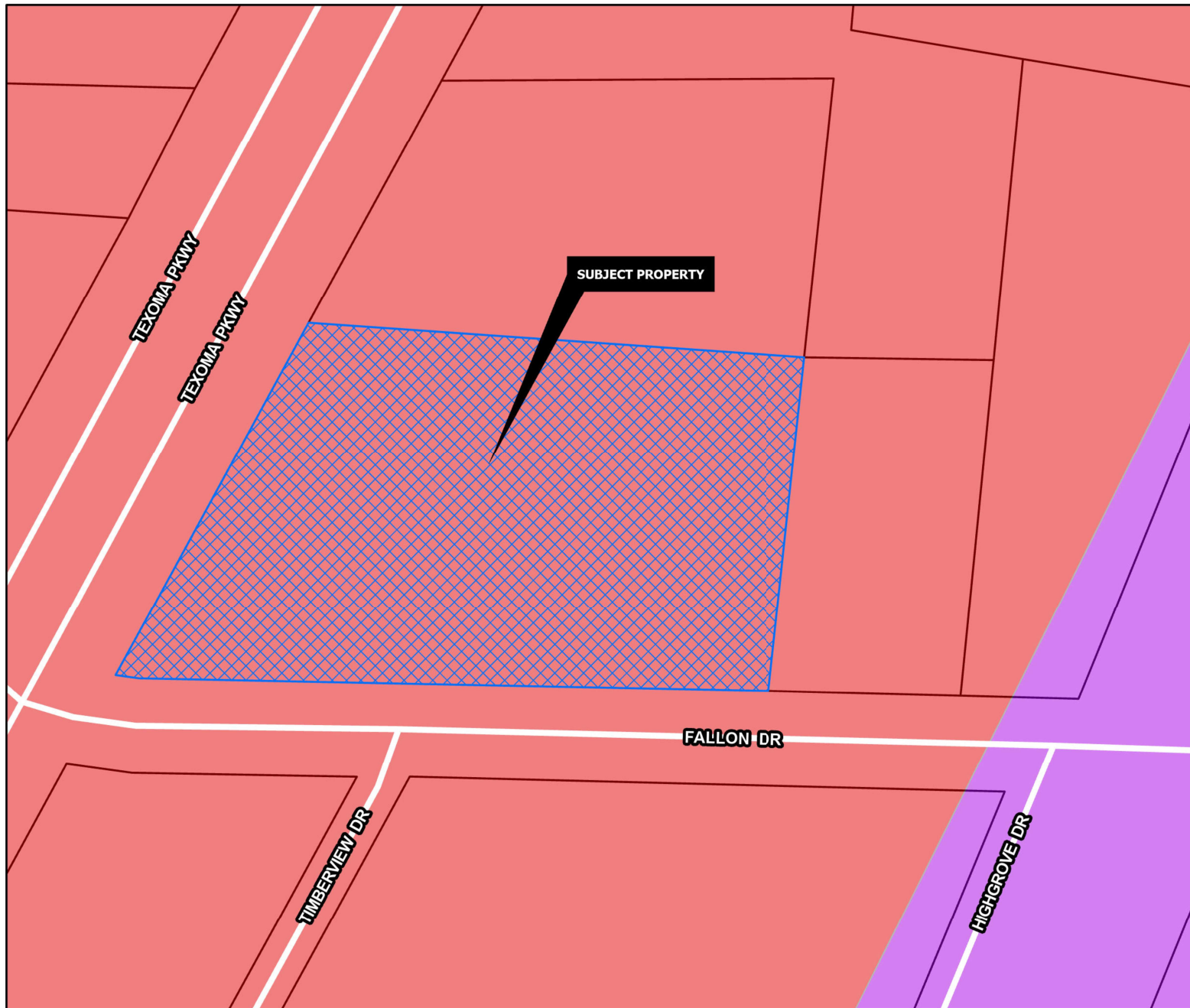
 M-2 Heavy Manufacturing

 PD Planned Development

CITY OF SHERMAN
ZONING MAP
2500 BLK FALLON DR



Date: 7/31/2025 5:31 PM



REGIONAL COMMERCIAL

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department



CITY OF SHERMAN
FUTURE LAND USE MAP
2500 BLK FALLON DR



Date: 7/31/2025 5:31 PM

2500 BLOCK FALLON DRIVE



ENDURANCE AUTOMOTIVE

Endurance Automotive will be a family-owned full-service auto repair shop in Sherman providing complete auto care for our customers. The first location for Endurance Automotive will be located at 2500 Fallon dr. Sherman, TX 75090. This will be a brand new state of the art facility servicing all makes and all models. The building will be designed by Kent Hughlett to be aesthetically pleasing and beautiful.

The Lobby and employee office area is a 1200 sq ft space that will house the waiting area, retail sales and the office/admin portion of the business. Guests are more than welcome to wait on repairs or services in our comfortable waiting area complete with free coffee, snacks, Wifi and television. However, Endurance Automotive will offer complimentary shuttle service to and from the facility for guests that choose to wait in the comfort of their homes.

The service area of the facility will house 10 full working bays in a 4,700 sq ft facility. The equipment used in this facility will be state of the art and capable of servicing all makes and all models from oil change to full engine or transmission replacement (and all repairs in between). The capability and service readiness of Endurance Automotive will fill a current void in the city of Sherman for auto repair.

Overall, the site will have a total of 29 dedicated parking spaces. Traffic flow is easily identified on the site plan and capable of handling a large number of customers at any given time.

Endurance Automotive will be a new and complete type of automotive repair in the Texoma area. Customer service is of the upmost importance to Endurance and we will serve our customers differently than they have come to expect with automotive repair. You will see a Complete Difference. We look forward to servicing Texoma

The remaining 3,000 sq ft of this building is zoned C2 to be used for future retail development, use currently undecided.

Greg Joseph

Endurance Automotive – owner

Mobile 972-658-6535

Email – greg@enduranceautomotive.com



SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. G.1.

Meeting Date: 9/15/2025

Prepared By:

Approved By:

Caption:

Close Public Hearing

Consider Adoption of Ordinances 6868, 6869, 6870, 6871 & 6872

Issue:

F. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6868

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 6 (Health And Sanitation), Article 6.02 (Food Establishments), Section 6.02.010 (Additional Requirements For Mobile Food Units (MFU)); Striking Permit Fees On Mobile Food Units To Conform To Recent Changes In State Law; Providing A Penalty Clause With A Maximum Fine Of \$2,000, Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of The Caption Hereof; Finding And Determining That The Meeting As Which This Ordinance Is Passed Was Noticed And Is Open To The Public As Required By Law

F. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6869

Amending Chapter 9 of the Code of Ordinances, Entitled "Personnel", Article 9.05, Entitled "Civil Service for Firefighters and Police Officers", at Section 9.05.026, Entitled "Authorized Number of Position", to Revise the Number of Authorized Positions in the Police Department; Providing for Inclusion in the Code of Ordinances; Providing for Severability; Providing for a Repealer

F. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6870

Amending Chapter 13 Of The Code Of Ordinances, Entitled Utilities, Article 13.07 Entitled Water, Sewers, and Sewage Disposal, at Section 13.07.003, Connection to Water and Sewer Mains Outside City Limits; and Article 13.08 Entitled Utility Billing, at Section 13.08.003, Deposit to Assure Payment; Section 13.08.005, Water Rates; and 13.08.006, Sewer Charges; Providing A Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of the Caption Hereof.

F. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6871

Amending Sherman's Zoning Ordinance/Code Of Ordinances, Chapter 14 And Granting A Specific Use Permit To Allow A Church Or Other Place Of Worship In A C-1 (Retail Business) District/F.M. 1417 Overlay District Located At 2001 Skyline Drive, Consisting Of 2.85 Acres Being A Part Of Lot 3, Block 1, Skyline Business Park Addition, The Fielding Bacon Survey, Abstract No. 119, City Of Sherman, Grayson County, Dean Gilbert Jr, LLC (Owner) And Kent Hughlett (Architect); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

F. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6872

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific

Use Permit To Allow Automobile repair, Body work, or Painting in a C-2 (General Commercial) District, Located At 2500 Block Fallon Drive, Consisting of 2.482 acres, City Of Sherman, Grayson County, Texas Ali Farmehr (Owner), Greg Joseph (Applicant) and Helvey-Wagner Surveying, Inc. (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. H.1.

Meeting Date: 9/15/2025

Prepared By: Nate Strauch, Community and Support Services Manager

Approved By: Zachary Flores, Acting City Manager

Caption:

*** RESOLUTION NO. 7571**

Authorizing Execution of an Agreement with Reid Fady and Dana Morgan Fady Under the City of Sherman's Downtown Building Improvement Grant Program for Renovations at 105 S. Travis Street

Issue:

Authorizing Execution of an Agreement with Reid and Dana Fady Under the Downtown Building Improvement Grant Program for Renovations at 105 S. Travis Street

Background:

The building at 105 S Travis was deemed unsafe following the partial collapse of 103 Travis in 2024, resulting in loss of tenant and significant financial hardship to the property owner. While the building has since reopened, the structure requires a new roof to allow for upstairs occupancy. Given the extraordinary circumstances that led to the need for the project, the applicant is requesting the City reimburse the full cost of the roof replacement under the terms of the Sherman DBIG grant.

Capital Improvement Program:

No

Origination:

Applicant

Financial Consideration:

The full cost of the project is \$49,680. If the Council chooses to approve the application but decline the applicant's request for full reimbursement, the cost would be \$12,420.

Staff Recommendation:

Staff recommends approval of the applicant's request for full reimbursement, as the amount is still under the program's \$50,000 cap.

Alternatives:

Council could approve the application at the traditional 25% match, or deny altogether.

Attachments:

1. Resolution No. - DBIG Fady - 105 S. Travis
2. 7.23.25 Grant Application

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT REID FADY AND DANA MORGAN FADY UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS AT 105 S. TRAVIS STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Reid Fady and Dana Morgan Fady for improvements to 105 S. Travis Street under the City of Sherman's Downtown Building Improvement Grant Program, 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 15th day of September 2025

CITY OF SHERMAN, TEXAS

**BY: _____
SHAWN TEAMANN, MAYOR**

ATTEST:

**BY: _____
LINDA ASHBY
EXEC. DIR. OF ADMINISTRATION
ACTING CITY CLERK**

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

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

Downtown Building Improvement Grant Application and Agreement

The information requested below will be used to process your application under the terms and conditions of the City of Sherman's Downtown Building Improvement Grant. All grant applications must include pictures of the current building, designs or renderings of the finished product, and historical pictures, if available.

I. Applicant Information

1. Applicant(s) name: Reid Fady and Dana Morgan Fady
Mailing address: PO Box 278
City: Collinsville State: TX Zip: 76233

2. Applicant's daytime telephone number: Reid (214) 585-1711 / Dana (903) 421-2332
E-mail address: fadyhorses@yahoo.com / danafady7@yahoo.com
3. Status of applicant (please check one)
☒ Property owner with vacant facility Upstairs (Suite 200)
_____ Property owner with tenant business
☒ Property owner/operator of existing business on property Downstairs (Suite 100)
_____ Property tenant with property owner consent
_____ Property deed, lease, or other document evidencing applicant's status
5. Length of ownership/ lease: 20 + years
Date purchased/ leased: Around 2001-2002

II. Property Information

1. Address of property to be improved: 105 S. Travis Street, Sherman, TX 75090
2. Legal description of subject property:
OTP Sherman, Block 5, Lot PT 2, Acres .0838

3. Grayson County Tax Assessor Parcel Number(s):
Property ID 218685
4. Year built: 1920 Square footage: 5107
(Eligible buildings must be at least 50 years of age.)
6. What are the current types of businesses or other uses occupying the building?
Downstairs (Suite 100) is occupied by a law firm. We lost our upstairs (Suite 200) tenants
due to the August 16, 2024 incident at 103. S. Travis. We have not yet found a tenant to
re-occupy the space.
7. Name and phone number of tenant(s), if applicable:
Steed Dunnill Reynolds Bailey Stephenson LLP (law firm) 903-421-2332
(Attach additional names/numbers, if needed)

8. Use of building after construction: Unknown but would like to rent for office space; salon suites; or shared work space
9. Number of parking spaces provided: N/A Proposed: _____ Total: _____
10. Current zoning: Commercial/Historic
11. Is a zoning amendment required? Yes ___ No X

III. Project Description

1. Description of Proposed Improvements. Please provide a detailed description of your proposed improvements. Attach a copy of your architectural or design plans.

Description: Demo existing leaky roof. Replace with TPO roofing system

☐ **Designs Attached**

☐ **"Before" Picture(s) Attached**

2. How many jobs will be **retained** once the project is completed?

3 Full-time positions _____ Part-time positions

3. How many **new positions** will result from this project?

Multiple Full-time positions _____ Part-time positions

Due to 2500ft² + space and individual offices

We are unsure until upstairs is rented. Leaky roof affects ability to rent upstairs! This, in conjunction with facade collapse at next door building makes our upstairs property undesirable.

IV. Work Estimates

Please attach a minimum of two (2) independent contractor estimates for the proposed improvements. Please note that grant funding shall be based on the lowest bid. Eligible costs shall be the cost of materials, equipment, and contracted labor to complete eligible improvements.

1. Name/Company and Phone Number of Preferred Contractor:

Cody Slagle / GET ROOFED (903) 821-7111

Amount: \$49,680.79

2. Name/Company and Phone Number of Second Contractor:

Jimmy Arrington / PREMIERE ROOFING (940) 736-8860

Amount: \$79,200.00

3. Additional Estimates/Comments: (Please attach additional quotes, as required)

4. Total estimated costs of your improvements: See Above.
5. Estimated completion date for your improvements? As soon as possible.

VI. Agreement of Applicant and Property Owner

I/We, Walker Reid Fady and Dana Morgan Fady, of the City of Sherman, County of Grayson, State of Texas, declare under penalty of perjury that the information contained in this application is true and correct and that the information contained in the documents that accompany this application is true, correct, and complete. I/We certify and warrant that the proposed work described in this Application meets the eligibility requirements of the City of Sherman Downtown Building Improvement Grant Program. In exchange for the City of Sherman's consideration of this application, I/We hereby agree to the following:

I/We hereby authorize City of Sherman employees and agents to perform inspections of my/our property if granted funds under the City of Sherman Downtown Building Improvement Grant Program, both before and during the work for which funds are granted under this Program and after completion of the work to ensure compliance with the terms and conditions of the Program and all other applicable ordinances and other laws.

I/We acknowledge that any work carried out prior to written confirmation of grant approval may not be eligible for reimbursement.

I/We acknowledge receiving, understanding, and accepting the terms and conditions of the City of Sherman Downtown Building Improvement Grant Program, and agree to fully comply with the same along with all other applicable ordinances and other laws, all of which are incorporated herein by reference, if granted funds under the Program. I agree that the City of Sherman is entitled to the immediate return or reimbursement of any and all funds paid to the Applicant or other persons under the Program, plus interest and collection costs, in the event the Applicant fails to complete the work for which the grant was approved or otherwise fails to comply with all applicable Program guidelines and requirements, ordinances and other laws. I/We Applicants further acknowledge and agree that, if funds provided by the City to the Applicant under the Program are determined at any time not to comply with applicable state laws relating to the authorized uses of such funds, all funds paid to the Applicant or other persons under the Program shall be immediately returned or reimbursed to the City.

Chapter 2264 Certification: Pursuant to Chapter 2264 of the Texas Local Government Code, I/We hereby certifies that the Applicant's business, or a branch, division, or department of the Applicant's business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If after receiving this grant from the City of Sherman, Applicant, or a branch, division, or department of Applicant's business, is convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the grant with interest, at the rate and according to the terms provided by this Agreement under Section 2264.053 of the Texas Local Government Code, not later than the 120th day after the date the Applicant is notified of the violation. I/We agree that this document serves as an agreement under Chapter 380 of the Texas Local Government Code.

I/WE AGREE TO INDEMNIFY, RELEASE, DEFEND AND HOLD HARMLESS THE CITY OF SHERMAN AND ITS OFFICERS, EMPLOYEES AND AGENTS, FROM AND AGAINST ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES, SUITS, ACTIONS, OR PROCEEDINGS ASSERTED OR BROUGHT BY ANY PERSON, INCLUDING APPLICANT AND THE PROPERTY OWNER AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, AND SUBCONTRACTORS, ARISING OUT OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE FROM ANY CAUSE WHATSOEVER IN WHOLE OR IN PART ARISING OUT OF THIS AGREEMENT OR THE ACTIVITIES COMPLETED HEREUNDER.

Walker Reid Fady and Dana Morgan Fady

Applicant or Authorized Agent of Applicant

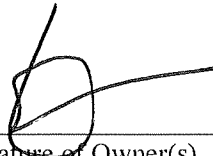
Property Owner (if different from Applicant)
or Authorized Agent of Property Owner

VII. Consent of the Owner to the Use and Disclosure of Information

I/We, Walker Reid Fady and Dana Morgan Fady, am the owner of the land that is the subject of this Application, and I/we authorize and consent to the use by or the disclosure to any person or public body, including the City of Sherman, of any personal or other information that is collected for the purposes of processing this application and administering the grant program. *(Note: Information provided in this application will become a public record, subject to disclosure under the Texas Public Information Act and/or Texas Open Meetings Act.)*

7/23/25

Date

 W. Reid Fady

Signature of Owner(s)

April 18, 2025

Cody Slagle
903-821-7111
cody@getroofed.net



Attn: Reid Fady
Project: Re-Roof
Location: 105 S Travis St. Sherman, TX 75090

Scope: The scope of this proposal includes the tear-off of the existing roof and installation of new TPO Roofing System. Roof area is to be installed with 60 mil Elevate TPO, 2.5" ISO board 2 layer; mechanically fastened to the existing decking, and the 60 mil Elevate TPO fully adhered to ISO with associated TPO system accessories.

Inclusions:

1. Membrane: Furnish and install approx. 45 squares of membrane; 60 mil Firestone TPO fully adhered to ISO board.
2. Insulation: furnish & install required 2 layers of 2.5" ISO mechanically fastened to deck
3. Lifts
4. Dump Fees
5. Tape at edge termination on back slope of building
6. Permits
7. Warranty: 10-year standard contractor workmanship warranty

Exclusions:

1. Painting-Carpentry work
2. Lighting
3. Cutting/Coring
4. Through wall flashings
5. Roof Deck
6. Roof pipe support curbs
7. Uni-strut penetrations (not warrantable)
8. Coping Package

Option:

Coping Package add-on \$5500.00 (Add to Base Bid Price)

Note: Price is based on delivery of materials, should materials be delayed beyond this point, we reserve the right to pass along a documentable price increase on material. This quote is good for 30 days, any price increase in materials will apply.

Total Base Price: \$49,680.79

This quote is good for 30 days, as material pricing may increase when materials are ordered.

Thank you for the opportunity to bid on this project!

X: _____
Bid Accepted By

Date

X: _____
Get Roofed Sales Rep

premiereroofing.net

888-ROOF NOW

CORPORATE OFFICE : P.O. Box 1223 Sherman, TX 75091

Ofc: 888-766-3669 Fax: 888-678-3300

PROPOSAL/CONTRACT

7-7-25

Reid Fady
105 S Travis St.
Sherman, TX 75090
fadyhorses@yahoo.com

Scope of Work: 60 Mil TPO Layover

1. Mechanically attach ½ inch cover board.
2. Fully adhere 60 Mil TPO
3. Install all TPO accessories and flashings
4. Flash parapet walls with TPO & term-bar
5. R&R metal edge as needed.
6. Remove and dispose of all trash.
7. All material, labor and equipment included.
8. 2 Year Warranty

Price: \$79,200.00

Date _____

Authorized To Proceed Printed Name _____

Authorized To Proceed Signature _____

Thank you for allowing us to bid roof your roofing project. If you have any questions, please contact
Jimmy Arrington @ 940-736-8860

Sincerely,

Eric Stewart
General Manager
Premiere Roofing
C: 903-900-8551
eric@premiereroofing.net

Sherman/Denison
903-465-1100

Paris, TX
903-785-7107

Tyler/Longview
903-757-5501

Dallas, TX
214-521-1999

Ft. Worth, TX
817-868-7136

Tulsa, OK
918-583-4999

Ardmore, OK
580-224-9265

3126 South Blvd.
Box 258
Edmond, OK 73013
Office: 405-478-2717
Fax: 405-478-7226



City Council Regular Meeting

Agenda Item No. H.2.

Meeting Date: 9/15/2025

Prepared By: Cathy Perkins, Human Resources Manager

Approved By: Zachary Flores, Acting City Manager

Caption:

***RESOLUTION NO. 7572**

Repealing and Replacing Resolution No. 7545; Establishing Salary Structures and Incentive/Certification Pay Schedules for Firefighters and Police Officers; Establishing Special Longevity Pay Schedules for Newly Hired Firefighters and Firefighters and Police Officers; Providing for an Effective Date

Issue:

As prescribed by Chapter 143 of the Texas Local Government Code, salary and step pay changes have been updated to reflect the current competitive market and cost of living increases.

Background:

Each year and/or as needed, changes to Fire and Police salaries and step pay may change due to market and cost of living changes. These changes must be set by ordinance or resolution from the governing body.

Capital Improvement Program:

Origination:

Human Resources/Civil Service Director

Financial Consideration:

This Resolution has changes to the salary structure for Civil Service employees. The effects of the proposed changes are included in the recently approved FY2025-2026 budget.

Staff Recommendation:

Staff recommends approval of this resolution.

Alternatives:

None

Attachments:

1. Resolution No. XXXX Replaces 7545
2. Resolution No. -Redline

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING AND REPLACING RESOLUTION NO. 7545; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; ESTABLISHING SPECIAL LONGEVITY PAY SCHEDULES FOR NEWLY HIRED FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Resolution No. 7545, passed and approved on the 7th day of July 2025, is hereby repealed.

SECTION 2. That, from and after the effective date of the 1st day of October 2025, the following salary structures and incentive/certification pay schedules will be adopted for the Sherman Fire Department and the Sherman Police Department:

FIRE DEPARTMENT CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY STEP PAY	TOTAL
FIREFIGHTER - EMT			
Entry	\$5,768.00	N/A	\$5,768.00
1 Year	\$5,768.00	\$200.00	\$5,968.00
2 Year	\$5,768.00	\$450.00	\$6,218.00
3 Year	\$5,768.00	\$700.00	\$6,468.00
4 Year	\$5,768.00	\$950.00	\$6,718.00
5 Year	\$5,768.00	\$1,200.00	\$6,968.00
FIREFIGHTER - Paramedic			
Entry	\$6,489.00	N/A	\$6,489.00
1 Year	\$6,489.00	200.00	\$6,689.00
2 Year	\$6,489.00	\$400.00	\$6,889.00
3 Year	\$6,489.00	\$650.00	\$7,139.00
4 Year	\$6,489.00	\$900.00	\$7,389.00
5 Year	\$6,489.00	\$1,200.00	\$7,689.00
ENGINEER			
Entry	\$8,034.00	N/A	\$8,034.00
1 Year	\$8,034.00	\$300.00	\$8,334.00
2 Year	\$8,034.00	\$600.00	\$8,634.00

CAPTAIN			
Entry	\$9,270.00	N/A	\$9,270.00
1 Year	\$9,270.00	\$300.00	\$9,570.00
2 Year	\$9,270.00	\$500.00	9,770.00
BATTALION CHIEF			
Entry	\$10,506.00	N/A	\$10,506.00
1 Year	\$10,506.00	\$200.00	\$10,706.00
2 Year	\$10,506.00	\$400.00	\$10,906.00
DEPUTY CHIEF			
Entry	\$12,051.00	N/A	\$12,051.00
1 Year	\$12,051.00	\$200.00	\$12,251.00
2 Year	\$12,051.00	\$700.00	\$12,751.00
POLICE DEPARTMENT CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY STEP PAY	TOTAL
PATROLMAN			
Entry – Non-Certified	\$6,901.00	N/A	\$6,901.00
1 Year	\$6,901.00	\$250.00	\$7,151.00
2 Year	\$6,901.00	\$450.00	\$7,351.00
3 Year	\$6,901.00	\$650.00	\$7,551.00
4 Year	\$6,901.00	\$900.00	\$7,801.00
5 Year	\$6,901.00	\$1,150.00	\$8,051.00
6 Year	\$6,901.00	\$1,350.00	\$8,251.00
7 Year	\$6,901.00	\$1,600.00	\$8,501.00
SERGEANT			
Entry	\$9,012.50	N/A	\$9,012.50
1 Year	\$9,012.50	\$250.00	\$9,262.50
2 Year	\$9,012.50	\$550.00	\$9,562.50
3 Year	\$9,012.50	\$800.00	\$9,812.50
LIEUTENANT			
Entry	\$10,094.00	N/A	\$10,094.00
1 Year	\$10,094.00	\$350.00	\$10,444.00
2 Year	\$10,094.00	\$600.00	\$10,694.00
3 Year	\$10,094.00	\$860.00	\$10,954.00
ASSISTANT CHIEF			
Entry	\$12,051.00	N/A	\$12,051.00
1 Year	\$12,051.00	\$500.00	\$12,551.00
2 Year	\$12,051.00	\$900.00	\$12,951.00
3 Year	\$12,051.00	\$1,350.00	\$13,401.00

SECTION 3. That, from and after the effective date of the 1st day of October 2023, the following incentive/certification pay schedules shall be adopted for the Sherman Fire Department:

- (a) Each employee certified by the Texas Department of State Health Services as a Paramedic and who meets the Sherman Medical Director's prescribed Medical Standards for Medical Authorization shall receive \$125.00 per month Incentive/Certification Pay.

- (b) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as an Intermediate Firefighter shall receive \$104.00 per month Incentive/Certification Pay.
- (c) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as an Advanced Firefighter shall receive \$218.40 per month Incentive/Certification Pay.
- (d) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as a Master Firefighter shall receive \$318.40 per month Incentive/Certification Pay.
- (e) Incentive/Certification Pay shall only be paid for the highest Texas Commission on Fire Protection Personnel Standards and Education Certification achieved.
- (f) All Certifications shall be kept current to receive Incentive/Certification Pay.
- (g) Each employee who holds an associate degree from an accredited college or university shall receive \$75.00 per month Education Incentive Pay.
- (h) Each employee who holds a bachelor's degree from an accredited college or university shall receive \$175.00 per month Education Incentive Pay.
- (i) Each employee who holds a master's degree from an accredited college or university shall receive \$250.00 per month Education Incentive Pay.
- (j) Education Incentive Pay shall only be paid for the highest degree received.

SECTION 4. That, from and after the effective date of the 1st day of October, 2020, the following incentive/certification pay schedules shall be adopted for the Sherman Police Department:

- (a) Employees hired prior to October 1, 2020 shall adopt the following incentive/certification pay schedule:
 - 1. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Intermediate Peace Officer shall receive \$75.00 per month Incentive/Certification Pay.
 - 2. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Advanced Peace Officer shall receive \$175.00 per month Incentive/Certification Pay.
 - 3. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as a Master Peace Officer shall receive \$275.00 per month Incentive/Certification Pay.

4. Incentive/Certification Pay shall only be paid for the highest Texas Commission on Law Enforcement Officer Standards and Education Certification achieved.
 5. Each employee who speaks Spanish as a second language, as certified and designated by the Police Chief, shall receive \$100.00 per month Incentive/Certification Pay.
 6. All Certifications shall be kept current to receive Incentive/Certification Pay.
 7. Each employee who holds an associate degree from an accredited college or university shall receive \$100.00 per month Education Incentive Pay.
 8. Each employee who holds a bachelor's degree from an accredited college or university shall receive \$250.00 per month Education Incentive Pay.
 9. Each employee who holds a master's degree from an accredited college or university shall receive \$500.00 per month Education Incentive Pay.
 10. Education Incentive Pay shall only be paid for the highest degree received.
- (b) Employees hired after October 1, 2020 shall adopt the following incentive/certification pay schedule:
1. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Intermediate Peace Officer shall receive \$50.00 per month Incentive/Certification Pay.
 2. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Advanced Peace Officer shall receive \$100.00 per month Incentive/Certification Pay.
 3. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as a Master Peace Officer shall receive \$150.00 per month Incentive/Certification Pay.
 4. Incentive/Certification Pay shall only be paid for the highest Texas Commission on Law Enforcement Officer Standards and Education Certification achieved.
 5. Each employee who speaks Spanish as a second language, as certified and designated by the Police Chief, shall receive \$100.00 per month Incentive/Certification Pay.

6. All Certifications shall be kept current to receive Incentive/Certification Pay.
7. Each employee who holds an associate degree from an accredited college or university shall receive \$50.00 per month Education Incentive Pay.
8. Each employee who holds a bachelor's degree from an accredited college or university shall receive \$100.00 per month Education Incentive Pay.
9. Each employee who holds a master's degree from an accredited college or university shall receive \$200.00 per month Education Incentive Pay.
10. Education Incentive Pay shall only be paid for the highest degree received.

SECTION 5. That eligible pay types are authorized by the City Council below for patrolmen and firefighters.

(a) Seniority Pay – Lateral Entry (prior Police Experience):

1. Seniority Pay is authorized by Chapter 143.041 (c)(1) of the Texas Local Government Code.
2. Applicants for patrolmen positions who are hired after July 31, 2018 shall be eligible for Special Seniority Pay for lateral entry if they have at least two (2) years' continuous service as a paid, full-time certified peace officer, or comparable Military Police experience as approved by the Chief of Police, with the authority to enforce laws, investigate crimes, make arrests, respond to calls for service, carry a firearm, and use discretion as part of their assigned duties. A lateral entry applicant shall not have more than a one-year break in service from the time the applicant left employment as a certified peace officer, or Military Police service and, as of the last date, applications are accepted.
3. Starting Pay: The starting pay for lateral entry patrolmen with prior qualifying law enforcement experience will be determined based on the commensurate number of years of prior qualified service at their previous agency or agencies as of the last date applications are accepted.
 - i. Lateral entry patrolmen who have at least two (2) years of prior qualified service will start at two (2) years of service according to the Sherman Police Department pay schedule.
4. Departmental Seniority Impact: The Lateral Entry Program described in this Sub-section is for seniority pay purposes only to determine placement into the existing pay schedule. Prior law enforcement work experience will not be considered for promotional eligibility requirements, departmental

seniority or transfers. Department seniority for lateral patrolmen will begin on their most recent Civil Service hire date with the Sherman Police Department. Exception will be made for reappointed patrolmen in which seniority will include all time served as a paid Sherman Police Officer.

5. Requirements: Guidelines and administration for eligibility for lateral entry shall be governed by police policies and Local Civil Service Commission Rules and Regulations. The Chief of Police shall make the final determination as to whether an applicant meets the criteria for the Police Lateral Entry Program; and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.
 6. Longevity Pay: Sworn police employees shall be paid Longevity Pay in accordance with City policy, Chapter 142 of the Texas Local Government Code, and as permitted under Chapter 143.041(c)(1) of the Texas Local Government Code. City policy provides specifics on administration and application.
- (b) Seniority Pay – Lateral Entry (prior Fire Experience):
1. Seniority Pay is authorized by Chapter 143.041(c)(1) of the Texas Local Government Code.
 2. Applicants for firefighter positions who are hired after December 16, 2018 shall be eligible for Special Longevity pay for lateral entry if they have at least one (1) year of continuous service as a paid, full time certified firefighter as approved by the Fire Chief. A lateral entry applicant shall not have more than a one (1) year break in service from the time the applicant left employment as a certified firefighter as of the date of hire.
 3. Starting Pay: The starting pay for lateral firefighters will be determined based on the number of years of prior qualified service as of the date of hire.
 - i. Lateral entry firefighter's starting pay will be determined based on the commensurate number of years of qualified service at their previous agency or agencies as of the date of hire.
 4. Departmental Seniority Impact: The Lateral Entry Program described in this Sub-Section is for seniority pay purposes only to determine placement into the existing pay schedule. Prior fire work experience will not be considered for promotional eligibility requirements, departmental seniority or transfers. Departmental seniority for lateral entry firefighters will begin on their most recent Civil Service hire date with the Sherman Fire Department.
 5. Requirements: Guidelines and administration for eligibility for lateral entry shall be governed by fire department policies and Local Civil Service

Commission Rules and Regulations. The Fire Chief shall make the final determination as to whether an applicant meets the criteria for the Fire Lateral Entry Program; and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.

6. Longevity Pay: Fire department employees shall be paid Longevity Pay in accordance with City Policy, Chapter 142 of the Texas Local Government Code, and as permitted under Chapter 143.041(c)(1) of the Texas Local Government Code. City policy provides specifics on administration and application.
7. Base pay for incumbent firefighters, hired prior to the adoption date of this Resolution who have at least one (1) year of prior qualified service will be increased to the commensurate number of years of service according to the Sherman Fire Department pay schedule.

SECTION 6. That detailed rules and regulations for qualifying standards, eligibility and administration of such pay types may be stated within the City and/or Police Department policies and/or Fire Department policies, and/or Local Civil Service Commission Rules and Regulations. Such policies are subject to change as needed and approved by the City Manager for purposes of City policies or by the Chief of Police for purposes for Police Department policies, by the Fire Chief for purposes of Fire Department policies, or by the Local Civil Service Commission for the purposes of Local Civil Service Commission Rules and Regulations.

SECTION 7. 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 15th day of September 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
LEAH ROBERTS
EXEC. DIR. OF ADMINISTRATION
ACTING CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

RESOLUTION NO. ~~7545~~XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING AND REPLACING RESOLUTION NO. 7044; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; ESTABLISHING SPECIAL LONGEVITY PAY SCHEDULES FOR NEWLY HIRED FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Resolution No. ~~7362~~7545, passed and approved on the ~~16th~~7th day of ~~September 2024~~July 2025, is hereby repealed.

SECTION 2. That, from and after the effective date of the 1st day of ~~July~~October 2025, the following salary structures and incentive/certification pay schedules will be adopted for the Sherman Fire Department and the Sherman Police Department:

FIRE DEPARTMENT CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY STEP PAY	TOTAL
FIREFIGHTER - EMT			
Entry	\$5,600.00 5,768.00	N/A	\$5,600.00 5,768.00
1 Year	\$5,600.00 5,768.00	\$200.00	\$5,800.00 5,968.00
2 Year	\$5,600.00 5,768.00	\$450.00	\$6,050.00 6,218.00
3 Year	\$5,600.00 5,768.00	\$700.00	\$6,300.00 6,468.00
4 Year	\$5,600.00 5,768.00	\$950.00	\$6,550.00 6,718.00
5 Year	\$5,600.00 5,768.00	\$1,200.00	\$6,800.00 6,968.00
FIREFIGHTER - Paramedic			
Entry	\$6,300.00 6,489.00	N/A	\$6,300.00 6,489.00
1 Year	\$6,300.00 6,489.00	200.00	\$6,500.00 6,689.00
2 Year	\$6,300.00 6,489.00	\$400.00	\$6,700.00 6,889.00
3 Year	\$6,300.00 6,489.00	\$650.00	\$6,950.00 7,139.00
4 Year	\$6,300.00 6,489.00	\$900.00	\$7,200.00 7,389.00
5 Year	\$6,300.00 6,489.00	\$1,200.00	\$7,500.00 7,689.00
ENGINEER			
Entry	\$7,800.00 8,034.00	N/A	\$7,800.00 8,034.00
1 Year	\$7,800.00 8,034.00	\$300.00	\$8,100.00 8,334.00
2 Year	\$7,800.00 8,034.00	\$600.00	\$8,400.00 8,634.00

CAPTAIN			
Entry	\$9,000.00 <u>9,270.00</u>	N/A	\$9,000.00 <u>9,270.00</u>
1 Year	\$9,000.00 <u>9,270.00</u>	\$300.00	\$9,300.00 <u>9,570.00</u>
2 Year	\$9,000.00 <u>9,270.00</u>	\$500.00	\$9,500.00 <u>9,770.00</u>
BATTALION CHIEF			
Entry	\$10,200.00 <u>10,506.00</u>	N/A	\$10,200.00 <u>10,506.00</u>
1 Year	\$10,200.00 <u>10,506.00</u>	\$200.00	\$10,400.00 <u>10,706.00</u>
2 Year	\$10,200.00 <u>10,506.00</u>	\$400.00	\$10,600.00 <u>10,906.00</u>
DEPUTY CHIEF			
Entry	\$11,700.00 <u>12,051.00</u>	N/A	\$11,700.00 <u>12,051.00</u>
1 Year	\$11,700.00 <u>12,051.00</u>	\$200.00	\$11,900.00 <u>12,251.00</u>
2 Year	\$11,700.00 <u>12,051.00</u>	\$700.00	\$12,400.00 <u>12,751.00</u>
POLICE DEPARTMENT CLASSIFICATION	MONTHLY BASE SALARY	MONTHLY STEP PAY	TOTAL
PATROLMAN			
Entry – Non-Certified	\$6,700.00 <u>6,901.00</u>	N/A	\$6,700.00 <u>6,901.00</u>
1 Year	\$6,700.00 <u>6,901.00</u>	\$250.00	\$6,950.00 <u>7,151.00</u>
2 Year	6,700.00 <u>\$6,901.00</u>	\$450.00	\$7,150.00 <u>7,351.00</u>
3 Year	\$6,700.00 <u>6,901.00</u>	\$650.00	\$7,350.00 <u>7,551.00</u>
4 Year	\$6,700.00 <u>6,901.00</u>	\$900.00	\$7,600.00 <u>7,801.00</u>
5 Year	\$6,700.00 <u>6,901.00</u>	\$1,150.00	\$7,850.00 <u>8,051.00</u>
6 Year	\$6,700.00 <u>6,901.00</u>	\$1,350.00	\$8,050.00 <u>8,251.00</u>
7 Year	\$6,700.00 <u>6,901.00</u>	\$1,600.00	\$8,300.00 <u>8,501.00</u>
SERGEANT			
Entry	\$8,750.00 <u>9,012.50</u>	N/A	\$8,750.00 <u>9,012.50</u>
1 Year	\$8,750.00 <u>9,012.50</u>	\$250.00	\$9,000.00 <u>9,262.50</u>
2 Year	\$8,750.00 <u>9,012.50</u>	\$550.00	\$9,300.00 <u>9,562.50</u>
3 Year	\$8,750.00 <u>9,012.50</u>	\$800.00	\$9,550.00 <u>9,812.50</u>
LIEUTENANT			
Entry	\$9,800.00 <u>10,094.00</u>	N/A	\$9,800.00 <u>10,094.00</u>
1 Year	\$9,800.00 <u>10,094.00</u>	\$350.00	\$10,150.00 <u>10,444.00</u>
2 Year	\$9,800.00 <u>10,094.00</u>	\$600.00	\$10,400.00 <u>10,694.00</u>
3 Year	\$9,800.00 <u>10,094.00</u>	\$860.00	\$10,660.00 <u>10,954.00</u>
ASSISTANT CHIEF			
Entry	\$11,700.00 <u>12,051.00</u>	N/A	\$11,700.00 <u>12,051.00</u>
1 Year	\$11,700.00 <u>12,051.00</u>	\$500.00	\$12,200.00 <u>12,551.00</u>
2 Year	\$11,700.00 <u>12,051.00</u>	\$900.00	\$12,600.00 <u>12,951.00</u>
3 Year	\$11,700.00 <u>12,051.00</u>	\$1,350.00	\$13,050.00 <u>13,401.00</u>

SECTION 3. That, from and after the effective date of the 1st day of October 2023, the following incentive/certification pay schedules shall be adopted for the Sherman Fire Department:

- (a) Each employee certified by the Texas Department of State Health Services as a Paramedic and who meets the Sherman Medical Director's prescribed Medical Standards for Medical Authorization shall receive \$125.00 per month Incentive/Certification Pay.

- (b) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as an Intermediate Firefighter shall receive \$104.00 per month Incentive/Certification Pay.
- (c) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as an Advanced Firefighter shall receive \$218.40 per month Incentive/Certification Pay.
- (d) Each employee who is certified by the Texas Commission on Fire Protection Personnel Standards and Education as a Master Firefighter shall receive \$318.40 per month Incentive/Certification Pay.
- (e) Incentive/Certification Pay shall only be paid for the highest Texas Commission on Fire Protection Personnel Standards and Education Certification achieved.
- (f) All Certifications shall be kept current to receive Incentive/Certification Pay.
- (g) Each employee who holds an associate degree from an accredited college or university shall receive \$75.00 per month Education Incentive Pay.
- (h) Each employee who holds a bachelor's degree from an accredited college or university shall receive \$175.00 per month Education Incentive Pay.
- (i) Each employee who holds a master's degree from an accredited college or university shall receive \$250.00 per month Education Incentive Pay.
- (j) Education Incentive Pay shall only be paid for the highest degree received.

SECTION 4. That, from and after the effective date of the 1st day of October, 2020, the following incentive/certification pay schedules shall be adopted for the Sherman Police Department:

- (a) Employees hired prior to October 1, 2020 shall adopt the following incentive/certification pay schedule:
 - 1. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Intermediate Peace Officer shall receive \$75.00 per month Incentive/Certification Pay.
 - 2. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Advanced Peace Officer shall receive \$175.00 per month Incentive/Certification Pay.
 - 3. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as a Master Peace Officer shall receive \$275.00 per month Incentive/Certification Pay.

4. Incentive/Certification Pay shall only be paid for the highest Texas Commission on Law Enforcement Officer Standards and Education Certification achieved.
 5. Each employee who speaks Spanish as a second language, as certified and designated by the Police Chief, shall receive \$100.00 per month Incentive/Certification Pay.
 6. All Certifications shall be kept current to receive Incentive/Certification Pay.
 7. Each employee who holds an associate degree from an accredited college or university shall receive \$100.00 per month Education Incentive Pay.
 8. Each employee who holds a bachelor's degree from an accredited college or university shall receive \$250.00 per month Education Incentive Pay.
 9. Each employee who holds a master's degree from an accredited college or university shall receive \$500.00 per month Education Incentive Pay.
 10. Education Incentive Pay shall only be paid for the highest degree received.
- (b) Employees hired after October 1, 2020 shall adopt the following incentive/certification pay schedule:
1. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Intermediate Peace Officer shall receive \$50.00 per month Incentive/Certification Pay.
 2. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as an Advanced Peace Officer shall receive \$100.00 per month Incentive/Certification Pay.
 3. Each employee certified by the Texas Commission on Law Enforcement Officer Standards and Education as a Master Peace Officer shall receive \$150.00 per month Incentive/Certification Pay.
 4. Incentive/Certification Pay shall only be paid for the highest Texas Commission on Law Enforcement Officer Standards and Education Certification achieved.
 5. Each employee who speaks Spanish as a second language, as certified and designated by the Police Chief, shall receive \$100.00 per month Incentive/Certification Pay.

6. All Certifications shall be kept current to receive Incentive/Certification Pay.
7. Each employee who holds an associate degree from an accredited college or university shall receive \$50.00 per month Education Incentive Pay.
8. Each employee who holds a bachelor's degree from an accredited college or university shall receive \$100.00 per month Education Incentive Pay.
9. Each employee who holds a master's degree from an accredited college or university shall receive \$200.00 per month Education Incentive Pay.
10. Education Incentive Pay shall only be paid for the highest degree received.

SECTION 5. That eligible pay types are authorized by the City Council below for patrolmen and firefighters.

(a) Seniority Pay – Lateral Entry (prior Police Experience):

1. Seniority Pay is authorized by Chapter 143.041 (c)(1) of the Texas Local Government Code.
2. Applicants for patrolmen positions who are hired after July 31, 2018 shall be eligible for Special Seniority Pay for lateral entry if they have at least two (2) years' continuous service as a paid, full-time certified peace officer, or comparable Military Police experience as approved by the Chief of Police, with the authority to enforce laws, investigate crimes, make arrests, respond to calls for service, carry a firearm, and use discretion as part of their assigned duties. A lateral entry applicant shall not have more than a one-year break in service from the time the applicant left employment as a certified peace officer, or Military Police service and, as of the last date, applications are accepted.
3. Starting Pay: The starting pay for lateral entry patrolmen with prior qualifying law enforcement experience will be determined based on the commensurate number of years of prior qualified service at their previous agency or agencies as of the last date applications are accepted.
 - i. Lateral entry patrolmen who have at least two (2) years of prior qualified service will start at two (2) years of service according to the Sherman Police Department pay schedule.
4. Departmental Seniority Impact: The Lateral Entry Program described in this Sub-section is for seniority pay purposes only to determine placement into the existing pay schedule. Prior law enforcement work experience will not be considered for promotional eligibility requirements, departmental

seniority or transfers. Department seniority for lateral patrolmen will begin on their most recent Civil Service hire date with the Sherman Police Department. Exception will be made for reappointed patrolmen in which seniority will include all time served as a paid Sherman Police Officer.

5. Requirements: Guidelines and administration for eligibility for lateral entry shall be governed by police policies and Local Civil Service Commission Rules and Regulations. The Chief of Police shall make the final determination as to whether an applicant meets the criteria for the Police Lateral Entry Program; and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.
 6. Longevity Pay: Sworn police employees shall be paid Longevity Pay in accordance with City policy, Chapter 142 of the Texas Local Government Code, and as permitted under Chapter 143.041(c)(1) of the Texas Local Government Code. City policy provides specifics on administration and application.
- (b) Seniority Pay – Lateral Entry (prior Fire Experience):
1. Seniority Pay is authorized by Chapter 143.041(c)(1) of the Texas Local Government Code.
 2. Applicants for firefighter positions who are hired after December 16, 2018 shall be eligible for Special Longevity pay for lateral entry if they have at least one (1) year of continuous service as a paid, full time certified firefighter as approved by the Fire Chief. A lateral entry applicant shall not have more than a one (1) year break in service from the time the applicant left employment as a certified firefighter as of the date of hire.
 3. Starting Pay: The starting pay for lateral firefighters will be determined based on the number of years of prior qualified service as of the date of hire.
 - i. Lateral entry firefighter's starting pay will be determined based on the commensurate number of years of qualified service at their previous agency or agencies as of the date of hire.
 4. Departmental Seniority Impact: The Lateral Entry Program described in this Sub-Section is for seniority pay purposes only to determine placement into the existing pay schedule. Prior fire work experience will not be considered for promotional eligibility requirements, departmental seniority or transfers. Departmental seniority for lateral entry firefighters will begin on their most recent Civil Service hire date with the Sherman Fire Department.
 5. Requirements: Guidelines and administration for eligibility for lateral entry shall be governed by fire department policies and Local Civil Service

Commission Rules and Regulations. The Fire Chief shall make the final determination as to whether an applicant meets the criteria for the Fire Lateral Entry Program; and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.

6. Longevity Pay: Fire department employees shall be paid Longevity Pay in accordance with City Policy, Chapter 142 of the Texas Local Government Code, and as permitted under Chapter 143.041(c)(1) of the Texas Local Government Code. City policy provides specifics on administration and application.
7. Base pay for incumbent firefighters, hired prior to the adoption date of this Resolution who have at least one (1) year of prior qualified service will be increased to the commensurate number of years of service according to the Sherman Fire Department pay schedule.

SECTION 6. That detailed rules and regulations for qualifying standards, eligibility and administration of such pay types may be stated within the City and/or Police Department policies and/or Fire Department policies, and/or Local Civil Service Commission Rules and Regulations. Such policies are subject to change as needed and approved by the City Manager for purposes of City policies or by the Chief of Police for purposes for Police Department policies, by the Fire Chief for purposes of Fire Department policies, or by the Local Civil Service Commission for the purposes of Local Civil Service Commission Rules and Regulations.

SECTION 7. 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.

PASSED AND APPROVED on this the 1530th day of ~~June~~September 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____

— LEAH ROBERTS, ACTING CITY CLERK

APPROVED AS TO FORM AND
CONTENT:

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

BY: _____

RYAN D. PITTMAN, CITY ATTORNEY



City Council Regular Meeting

Agenda Item No. H.3.

Meeting Date: 9/15/2025

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Zachary Flores, Acting City Manager

Caption:

*** RESOLUTION NO. 7573**

Amending the 2024-2025 Budget of the City of Sherman, Texas, Appropriating and Allocating Additional Funds for the Period of October 1, 2024 through September 30, 2025

Issue:

Appropriating additional funds to increase the fiscal year (FY) 2024-2025 budget for year-end expenditure reconciliation.

Background:

Annually, when applicable, the staff requests a year-end budget reconciliation of projected revenues and expenditures in order to ensure that our final year-end expenses are not greater than what we are authorized to spend. Additional revenues of about \$2.5 million were realized in various funds. Additional expenses of about \$6.8 million include concert expenses, Downtown grants, contract mowing, public safety overtime, street repairs, health insurance claims, vehicle repairs, purchase of property in the floodplain, disposal fees, trash containers, and additional equipment purchases.

Details of the amendment by fund are shown on the resolution and fund statements.

Capital Improvement Program:

Origination:

Mary Lawrence, CFO

Financial Consideration:

The amendment adds about \$6.8 million in appropriations and \$2.5 in revenue across various funds.

Staff Recommendation:

Staff recommends approval.

Alternatives:

The Council could suggest changes to the amendment.

Attachments:

1. Resolution Budget Amendment 2024-2025

2. Fund Statements Budget Amendment 2025

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE 2024-2025 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2024, THROUGH SEPTEMBER 30, 2025; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the 2024-2025 budget of the City of Sherman, Texas, be amended as shown below, appropriating and/or allocating the below-described funds in the amounts indicated:

Annually, when applicable, the staff requests a year-end budget reconciliation of projected revenues and expenditures in order to ensure that our final year-end expenses are not greater than what we are authorized to spend. Additional revenues of about \$2.5 million were realized in various funds. Additional expenses of about \$6.8 million include concert expenses, Downtown grants, contract mowing, public safety overtime, street repairs, health insurance claims, vehicle repairs, purchase of property in the floodplain, disposal fees, trash containers, and additional equipment purchases.

Fund Name	Description	Comments	Expense
General	Auto Parts	Auto Parts	\$ 188,042
	Grants Awarded	Grants	495,000
	Other Services & Charges	Contract mowing To Fund 460, Tourism for	625,000
	Transfers Out	concerts Management	700,000
	Salaries	turnover	277,000
	Environmental Abatement	Baltic Demo	188,000
	Overtime	Search efforts Service Center	450,000
	Service Center Overhead	Overhead About \$100k concrete work; remaining is	124,000
	Other Repair	asphalt and misc	190,000
General Total			\$ 3,237,042
Solid Waste	Accidents	Accidents	25,000
	Auto Parts	Auto Parts	165,402
	Disposal Fees	Landfill	133,000

	Service Center Overhead	Service Center Overhead	54,000
	Tools & Supplies	Carts	65,000
		Containers	54,000
	Equipment	Roll-off	26,000
Solid Waste Total			\$ 522,402
TIRZ #3	Transfers Out	Close TIRZ #3	124,429
TIRZ #3 Total			\$ 124,429
Hotel/Motel Tax Fund	Auto Parts	Auto Parts	4,692
	Other Services & Charges	Concerts	700,000
Hotel/Motel Tax Fund Total			\$ 704,692
Utility Improvement Fund - GTUA Funds	Water & Sewer Improvements	Water & Sewer Improvements	175,000
Utility Improvement Fund - GTUA Funds Total			\$ 175,000
Employee Insurance Fund	Health Insurance Claims	Health Insurance Claims	700,000
Employee Insurance Fund Total			\$ 700,000
Equipment Services Fund	Equipment Repair & Maintenance	Vehicle repairs	360,000
Equipment Services Fund Total			\$ 360,000
Debt Service Fund	Bond Expense	Bond payment more than budget on 2024 CO	30,000
		Interest payment more than budget on 2025 Tax Notes	25,000
Debt Service Fund Total			\$ 55,000
Stormwater Fund	Auto Parts	Auto Parts	1,865
	General Improvements	Property purchase in flood plain	410,000
Stormwater Fund Total			\$ 411,865
Donations Fund	Library Expenditures	Library Expenditures	4,000
Donations Fund Total			\$ 4,000
Fleet Replacement Fund	Automotive Equipment	Trash truck less the skid steer	325,000
		Fire pickup, Distribution trailer	230,000
Fleet Replacement Fund Total			\$ 555,000
Grand Total			\$ 6,849,429

Fund Name	Description	Comments	Revenue
General	Transfers In	Close TIRZ #3	\$ 124,429
General Total			\$ 124,429
Solid Waste	Commercial Collection	Commercial Collection	60,000
	Miscellaneous Revenue	TASWA	300,000
Solid Waste Total			\$ 360,000
Hotel/Motel Tax Fund	Transfers In	From Fund 100, concerts	700,000
Hotel/Motel Tax Fund Total			\$ 700,000
Utility Improvement Fund - GTUA Funds	GTUA Reimbursements	GTUA Reimbursements	220,552
Utility Improvement Fund - GTUA Funds Total			\$ 220,552
Employee Insurance Fund	Miscellaneous Revenue	Prescription Rebates	450,000
Employee Insurance Fund Total			\$ 450,000
Equipment Services Fund	Equipment Service Revenue	Equipment Service Revenue	360,000
Equipment Services Fund Total			\$ 360,000
Stormwater Fund	Stormwater Fee	Stormwater Fee	32,000
Stormwater Fund Total			\$ 32,000
Fleet Replacement Fund	Debt Proceeds	Additional equipment added to tax notes	202,000
Fleet Replacement Fund Total			\$ 202,000
Grand Total			\$ 2,448,981

SECTION 2. That it is 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 15th day of September 2025.

CITY OF SHERMAN, TEXAS

BY: _____

SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
LEAH ROBERTS, INTERIM CITY CLERK

APPROVED AS TO FORM:
ABERNATHY, ROEDER,
BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

City of Sherman
GENERAL FUND

	Adjusted Budget 2024-2025	Budget Amendment	Amended Budget 2024-2025	Projected 2024-2025
Beginning Fund Balance	\$ 18,209,890		\$ 18,209,890	\$ 19,556,119
Revenues				
Property Tax	25,484,400	-	25,484,400	24,595,700
Sales Tax	28,500,000	-	28,500,000	28,680,000
Franchise Tax	3,081,000	-	3,081,000	3,268,000
Other Taxes	178,500	-	178,500	174,000
Fines & Penalties	663,000	-	663,000	1,027,650
Recreation	381,000	-	381,000	441,000
Licenses & Permits	1,087,465	-	1,087,465	2,072,700
Rentals	7,450	-	7,450	5,200
Cemetery	256,100	-	256,100	312,200
Sales & Service	2,357,450	-	2,357,450	1,644,100
Ambulance Service	1,881,500	-	1,881,500	2,228,100
Interest Income	650,000	-	650,000	1,300,000
Grant Revenue	63,225	-	63,225	43,000
Intergovernmental	838,469	-	838,469	838,469
Miscellaneous Revenue	1,667,265	-	1,667,265	549,650
Total Revenues	67,096,824	-	67,096,824	67,179,769
Transfers In	6,215,063	124,429	6,339,492	6,355,055
Total Revenues and Transfers In	73,311,887	124,429	73,436,316	73,534,824
Total Funds Available	91,521,777	124,429	91,646,206	93,090,943
Expenditures				
Personnel	44,901,880	727,000	45,628,880	45,535,871
Supplies	2,938,734	-	2,938,734	2,821,173
Repair & Maintenance	2,611,799	190,000	2,801,799	2,502,714
Utilities	1,470,010	-	1,470,010	1,496,820
Information Technology	1,572,450	-	1,572,450	1,623,120
Services & Charges	8,941,666	1,308,000	10,249,666	9,856,340
Vehicle Usage	2,972,400	312,042	3,284,442	3,359,320
Capital Expenses	1,096,014	-	1,096,014	1,261,106
Fleet Services & Charges	1,813,732	-	1,813,732	1,813,732
Transfers Out	8,300,000	700,000	9,000,000	9,000,000
Total Expenditures	76,618,685	3,237,042	79,855,726	79,270,196
Excess Revenues over Expenditures	(3,306,798)	(3,112,613)	(6,419,410)	(5,735,372)
Ending Fund Balance	\$ 14,903,092		\$ 11,790,480	\$ 13,820,748

City of Sherman
TIRZ #3 CONSTRUCTION FUND

	Budget		Amended	Projected
	2024-2025	Amendment	Budget	2024-2025
	2024-2025		2024-2025	
Beginning Fund Balance	\$ -		\$ -	\$ 123,070
Revenues				
Property Tax	-	-	-	
Interest Income	-	-	-	1,359
Total Revenues	-	-	-	1,359
Total Funds Available	-	-	-	1,359
Expenditures				
Capital Expenses	-	-	-	
Transfers Out	-	124,429	124,429	124,429
Total Expenditures	-	124,429	124,429	124,429
Excess Revenues over Expenditures	-	(124,429)	(124,429)	(123,070)
Ending Fund Balance	\$ -		\$ (124,429)	\$ -

City of Sherman
DEBT SERVICE FUND

	Budget		Amended	Projected
	2024-2025	Amendment	Budget	2024-2025
	2024-2025		2024-2025	2024-2025
Beginning Fund Balance	\$ 1,233,293		\$ 1,233,293	\$ 1,270,262
Revenues				
Property Tax	12,278,352	-	12,278,352	12,660,154
Transfers In	1,138,000	-	1,138,000	1,065,000
Interest Income	85,000	-	85,000	35,000
Miscellaneous Revenue	-	-	-	-
Total Revenues	13,501,352	-	13,501,352	13,760,154
Total Funds Available	14,734,645	-	14,734,645	15,030,416
Expenditures				
Debt Service	14,410,596	55,000	14,465,596	14,441,958
Services & Charges	14,000	-	14,000	12,000
Total Expenditures	14,424,596	55,000	14,479,596	14,453,958
Excess Revenues over Expenditures	(923,244)	(55,000)	(978,244)	(693,804)
Ending Fund Balance	\$ 310,049		\$ 255,049	\$ 576,458

City of Sherman
STORMWATER FUND

	Budget 2024-2025	Amendment	Amended Budget 2024-2025	Projected 2024-2025
Beginning Fund Balance	\$ 63,839		\$ 63,839	\$ 109,539
Revenues				
Sales & Service	888,000	32,000	920,000	920,000
Interest Income	-	-	-	500
Transfers In	-	-	-	
Total Revenues	888,000	32,000	920,000	920,500
Total Funds Available	951,839	32,000	983,839	1,030,039
Expenditures				
Personnel	252,750	-	252,750	224,121
Supplies	5,429	-	5,429	5,530
Repair & Maintenance	62,750	-	62,750	109,286
Utilities	1,360	-	1,360	900
Information Technology	5,030	-	5,030	5,190
Services & Charges	184,537	-	184,537	76,172
Capital Expenses	-	410,000	410,000	410,000
Vehicle Usage	37,430	1,865	39,295	50,723
Transfers Out	342,000	-	342,000	269,000
Fleet Services & Charges	-	-	-	-
Total Expenditures	891,286	411,865	1,303,151	1,150,922
Excess Revenues over Expenditures	(3,286)	(379,865)	(383,151)	(230,422)
Ending Fund Balance	\$ 60,553		\$ (319,312)	\$ (120,883)

City of Sherman
DONATIONS FUND

	Budget		Amended	Projected
	2024-2025	Amendment	Budget	2024-2025
	2024-2025		2024-2025	2024-2025
Beginning Fund Balance	\$ 6,887		\$ 6,887	\$ 17,090
Revenues				
Miscellaneous Revenue	13,000	-	13,000	13,200
Interest Income	100	-	100	500
Total Revenues	13,100	-	13,100	13,700
Total Funds Available	19,987	-	19,987	30,790
Expenditures				
Supplies	19,000	4,000	23,000	23,000
Excess Revenues over Expenditures	(5,900)	(4,000)	(9,900)	(9,300)
Ending Fund Balance	\$ 987		\$ (3,013)	\$ 7,790

City of Sherman
HOTEL/MOTEL TAX FUND

	Budget 2024-2025	Amendment	Amended Budget 2024-2025	Projected 2024-2025
Beginning Fund Balance	\$ (85,393)		\$ (85,393)	\$ (408,163)
Revenues				
Hotel-Motel Taxes	775,000	-	775,000	875,000
Miscellaneous Revenue	1,500	-	1,500	2,700
Sales & Service	60,000	-	60,000	60,000
Rentals	17,000	-	17,000	26,500
Transfers In	-	700,000	700,000	700,000
Total Revenues	853,500	700,000	1,553,500	1,664,200
Total Funds Available	768,107	700,000	1,468,107	1,256,037
Expenditures				
Personnel	260,480	-	260,480	217,124
Supplies	20,050	-	20,050	15,750
Repair & Maintenance	30,000	-	30,000	1,100
Utilities	32,580	-	32,580	29,910
Information Technology	21,270	-	21,270	21,960
Services & Charges	284,000	700,000	984,000	916,800
Vehicle Usage	10,230	4,692	14,922	44,511
Capital Expenses	-	-	-	-
Transfers Out	103,000	-	103,000	103,000
Total Expenditures	761,610	704,692	1,466,302	1,350,155
Excess Revenues over Expenditures	91,890	(4,692)	87,198	314,045
Ending Fund Balance	\$ 6,497		\$ 1,805	\$ (94,118)

City of Sherman
EMPLOYEE INSURANCE FUND

	Budget		Amended	
	2024-2025	Amendment	Budget	Projected
	2024-2025		2024-2025	2024-2025
Beginning Fund Balance	\$ 399,672		\$ 399,672	\$ 1,408,446
Revenues				
Employer Contributions	5,208,730	-	5,208,730	5,385,680
Employee Contributions	1,105,000	-	1,105,000	1,053,742
Retiree Contributions	110,000	-	110,000	100,000
COBRA Contributions	1,000	-	1,000	1,110
Miscellaneous Revenue	-	450,000	450,000	450,000
Interest Income	30,000	-	30,000	75,000
Total Revenues	6,454,730	450,000	6,904,730	7,065,532
Total Funds Available	6,854,402	450,000	7,304,402	8,473,978
Expenditures				
Health Insurance Claims	5,040,000	700,000	5,740,000	5,700,000
Administration & Premiums	1,378,000	-	1,378,000	1,162,520
Life Insurance Premiums	56,000	-	56,000	65,000
Total Expenditures	6,474,000	700,000	7,174,000	6,927,520
Excess Revenues over Expenditures	(19,270)	(250,000)	(269,270)	138,012
Ending Fund Balance	\$ 380,402		\$ 130,402	\$ 1,546,458

City of Sherman
EQUIPMENT SERVICES FUND

	Budget 2024-2025	Amendment	Amended Budget 2024-2025	Projected 2024-2025
Beginning Fund Balance	\$ 20,187		\$ 20,187	\$ 116,208
Revenues				
Equipment Service Revenue	5,622,740	360,000	5,982,740	6,263,923
Miscellaneous Revenue	15,000	-	15,000	-
Transfers In	-	-	-	-
Total Revenues	5,637,740	360,000	5,997,740	6,263,923
Total Funds Available	5,637,740	360,000	5,997,740	6,263,923
Expenditures				
Personnel	1,400,130	-	1,400,130	1,347,094
Supplies	1,468,730	-	1,468,730	1,352,624
Repair & Maintenance	1,947,512	360,000	2,307,512	2,333,921
Utilities	26,610	-	26,610	26,560
Information Technology	72,700	-	72,700	75,040
Services & Charges	459,080	-	459,080	592,567
Capital Expenses	223,832	-	223,832	223,832
Fleet Services & Charges	-	-	-	-
Total Expenditures	5,598,594	360,000	5,958,594	5,951,639
Excess Revenues over Expenditures	39,146	-	39,146	312,284
Ending Fund Balance	\$ 59,333		\$ 59,333	\$ 428,492

City of Sherman
FLEET REPLACEMENT FUND

	Budget 2024-2025	Amendment	Amended Budget 2024-2025	Projected 2024-2025
Beginning Fund Balance	\$ 3,195,099		\$ 3,195,099	\$ 3,215,090
Revenues				
Fleet Replacement Revenue	1,996,279	-	1,996,279	1,996,279
Property Tax	2,528,000	-	2,528,000	2,541,000
Interest Income	90,000	-	90,000	122,000
Debt Proceeds	3,242,538	202,000	3,444,538	3,443,853
Miscellaneous Revenue	-	-	-	
Total Revenues	7,856,817	202,000	8,058,817	8,103,132
Total Funds Available	11,051,916	202,000	11,253,916	11,318,222
Expenditures				
Debt Service	2,975,915	-	2,975,915	2,990,531
Services & Charges	50,000	-	50,000	47,000
Capital Expenses	7,548,040	555,000	8,103,040	8,167,594
Total Expenditures	10,573,955	555,000	11,128,955	11,205,125
Excess Revenues over Expenditures	(2,717,138)	(353,000)	(3,070,138)	(3,101,993)
Ending Fund Balance	\$ 477,961		\$ 124,961	\$ 113,097

City of Sherman
UTILITY IMPROVEMENT FUND - GTUA Funds

	Budget 2024-2025	Amendment	Amended Budget 2024-2025	Projected 2024-2025
Beginning Fund Balance	\$ -	\$ -		\$ (45,552)
Revenues				
Transfers In	-	-	-	-
Intergovernmental	25,000	220,552	245,552	245,552
Total Revenues	25,000	220,552	245,552	245,552
Total Funds Available	25,000	220,552	245,552	200,000
Expenditures				
Capital Expenses	25,000	175,000	200,000	200,000
Transfers Out	-	-	-	-
Total Expenditures	25,000	175,000	200,000	200,000
Excess Revenues over Expenditures	-	45,552	45,552	45,552
Ending Fund Balance	\$ -		\$ 45,552	\$ -

City of Sherman
SOLID WASTE FUND

	Adjusted Budget 2024-2025	Amendment	Amended Budget 2024-2025	Projected 2024-2025
Beginning Fund Balance	\$ 1,802,171		\$ 1,802,171	\$ 1,683,613
Revenues				
Solid Waste Service	10,002,000	60,000	10,062,000	10,061,000
Service Charges & Penalties	125,000	-	125,000	150,000
Interest Income	63,000	-	63,000	70,000
Miscellaneous Revenue	875,000	300,000	1,175,000	1,242,000
Total Revenues	11,065,000	360,000	11,425,000	11,523,000
Total Funds Available	12,867,171	360,000	13,227,171	13,206,613
Expenditures				
Personnel	2,626,950	-	2,626,950	2,689,565
Supplies	336,243	119,000	455,243	470,709
Repair & Maintenance	115,042	-	115,042	103,262
Utilities	56,710	-	56,710	51,710
Information Technology	122,960	-	122,960	126,920
Services & Charges	3,504,725	133,000	3,637,725	3,610,455
Vehicle Usage	1,889,700	244,402	2,134,102	1,894,583
Capital Expenses	117,475	26,000	143,475	131,200
Fleet Services & Charges	40,000	-	40,000	40,000
Transfers Out	2,047,147	-	2,047,147	2,034,215
Total Expenditures	10,856,952	522,402	11,379,354	11,152,619
Excess Revenues over Expenditures	208,048	(162,402)	45,646	370,381
Ending Fund Balance	\$ 2,010,219		\$ 1,847,817	\$ 2,053,993



City Council Regular Meeting

Agenda Item No. H.4.

Meeting Date: 9/15/2025

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Zachary Flores, Acting City Manager

Caption:

*** RESOLUTION NO. 7574**

Authorizing the City Manager to Execute a Contract with The Sherman Museum for Expenditure of a Portion of the Funds Collected by the City of the Hotel-Motel Occupancy Tax

Issue:

To distribute a portion of the Hotel-Motel Occupancy Tax funds received by the City of Sherman to The Sherman Museum (Museum)

Background:

Staff recommends that the City enter into a twelve (12) month contract with the Museum to cover the period from October 1, 2025, through September 30, 2026. The proposed finding level maintains the Museum's quarterly support at \$12,500.00, an annual contribution of \$50,000.00. The contract includes an option for an additional \$20,000.00 to be paid during the contract period for operating expenses only upon proof of the Museum's matching \$30,000.00. These contract terms are unchanged from the current (fiscal year 2024-2025) contract with the Museum.

Capital Improvement Program:

Origination:

City Manager's Office

Financial Consideration:

The proposed contract provides for payment of \$12,500.00 per quarter for the fiscal year 2025-2026 budget, a total allocation of \$50,000.00 from the Hotel-Motel Occupancy Tax Fund revenues, as well as an option for an additional \$20,000.00 matching amount.

Staff Recommendation:

The staff recommends granting the City Manager authority to execute a contract with The Sherman Museum in the funding amount established by the Council.

Alternatives:

As directed by the City Council

Attachments:

1. Resolution No. - Museum contract
2. Sherman Museum Contract FY 2025-2026
3. Museum Location Map
4. 2025-2026 Funds request

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE SHERMAN MUSEUM FOR EXPENDITURE OF A PORTION OF THE FUNDS COLLECTED BY THE CITY OF THE HOTEL-MOTEL OCCUPANCY TAX; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Chapter 351 of the Texas Tax Code authorizes the City to collect and levy an occupancy tax on hotels and motels; and

WHEREAS, said Chapter specifies the purposes for which such tax receipts may be utilized; and

WHEREAS, such stated purposes include the promotion of tourism, the advertisement of the City and its vicinity, and the promotion and improvement of the arts and humanities within the community;

NOW, THEREFORE, 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 and subject to budget approval, to execute a contract with The Sherman Museum, with Exhibit "A" attached, in accordance with the terms and provisions of 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 the 15th day of September 2025.

CITY OF SHERMAN, TEXAS

BY: _____

SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
LEAH ROBERTS
EXEC. DIR. OF ADMINISTRATION
CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

**CONTRACT BETWEEN
CITY OF SHERMAN AND THE SHERMAN MUSEUM**

THIS CONTRACT is made and entered by and between the **CITY OF SHERMAN**, a municipal corporation of the State of Texas (hereinafter called "CITY"), and **THE SHERMAN MUSEUM**, a non-profit corporation of the State of Texas (hereinafter called "MUSEUM"), for the limited purpose of providing funds to the MUSEUM for a twelve (12) month period.

WHEREAS, Chapter 351 of the Texas Tax Code authorizes a city to levy and collect an occupancy tax on hotels and motels; and

WHEREAS, CITY levies and collects a tax equal to seven percent (7%) of the consideration paid by occupants of hotels and motels; and

WHEREAS, CITY desires to promote tourism, advertise the city and its vicinity, and promote and improve the arts within the community by participating and assisting in the operation of the Museum; and

WHEREAS, MUSEUM shall consist of the property located at 301 and 303 South Walnut Street in the City of Sherman, Grayson County, Texas;

NOW, THEREFORE, in consideration of the mutual covenants and the payments herein, the CITY and MUSEUM agree as follows:

I.

During the period of October 1, 2025, through September 30, 2026, the CITY agrees to pay to MUSEUM Fifty Thousand Dollars and No Cents (\$50,000.00) collected under the Hotel/Motel Occupancy Tax of the CITY; and MUSEUM agrees that all funds are to be used entirely for the operation and maintenance of the MUSEUM. The Fifty Thousand Dollars and No Cents (\$50,000.00) paid to the MUSEUM for the time period of October 1, 2025, through September 30, 2026, represents the entire amount budgeted for this purpose by the CITY for the

fiscal year 2025-2026. The Fifty Thousand Dollars and No Cents (\$50,000.00) shall be paid in four (4) installments on the final execution of this Contract: November 15, 2025, January 15, and April 15, and June 15, 2026. Payments will be based on actual operation and maintenance expenditures and made strictly on a reimbursement basis. Reimbursement will be based on copies of actual invoices or other proof of payment as requested by the CITY. At that time, the MUSEUM shall also provide an explanation of how the expenditure of such monies complied with Section 351.101 of the Texas Tax Code.

Further, during the term of this agreement, the CITY agrees to provide up to an additional Twenty Thousand Dollars and No Cents (\$20,000.00) of funds collected under the City's Hotel/Motel Occupancy Tax as a match to any funds collected by the MUSEUM, said matching funds to be used by the MUSEUM strictly for operating expenses and paid upon a reimbursement basis.

Operations of the MUSEUM are to include the administration of all personnel associated with the MUSEUM, the management of all fund-raising activities in connection with the MUSEUM, the selection, preparation, and display of exhibits of artifacts, the interface with members of the general public concerning all matters related to the MUSEUM, and any other duties that could reasonably be construed as the operation of the MUSEUM.

II.

MUSEUM agrees that any money received under this Contract will only be used for purposes specified in Chapter 351 of the Texas Tax Code and MUSEUM will not use any money received in this Contract in any manner that does not strictly comply with the requirements, intent, and purposes as set forth in the Texas Tax Code, Chapter 351, Section 351.101(a)(1)-(7), as amended, and such statutorily authorized administrative expenses, together with the Texas

Attorney General opinions interpreting Section 351.101 of the Texas Tax Code. A copy of Section 351.101 of the Texas Tax Code is attached as Exhibit "A" and incorporated into this Contract for all purposes. Specifically, MUSEUM agrees to use such hotel tax revenues solely for the purposes of promoting tourism and the convention and hotel industry and will use the revenues solely for the permissible uses listed in Section 351.101(a) of the Texas Tax Code.

III.

MUSEUM represents that it has prepared a proposed budget to be administered under this Contract to the Sherman City Council for the fiscal year of 2025-2026. The MUSEUM shall furnish CITY quarterly financial reports which show all actual expenditures whether those expenditures are budgeted or not from records maintained pursuant to Section 351.108(a) of the Texas Tax Code. The report shall compare actual expenditures to budgeted expenditures and to actual expenditures from the prior year. The report shall also provide an explanation of how the expenditure of such monies complied with Section 351.101 of the Texas Tax Code.

The MUSEUM shall also provide a quarterly report of activities promoting tourism and the convention and hotel industry to CITY. Each quarterly financial report and each quarterly report of activities shall be presented to the office of the City Manager no later than the end of the month immediately following each calendar quarter. Further, the MUSEUM shall provide to CITY a copy of Form 990 submitted to the Internal Revenue Service.

IV.

It is understood and agreed that this Contract is intended for the purpose of providing an agency for the administration of funds collected by the CITY under the provisions of the Hotel-Motel Occupancy Tax Ordinance of said CITY, and that CITY retains its legislative prerogative to alter, repeal, or otherwise amend such ordinance at any time.

V.

MUSEUM agrees and covenants that, in the event of a breach by MUSEUM of any of the covenants contained herein as determined by CITY in its sole discretion, CITY may, at its option, declare this Contract immediately forfeited and terminated as to the balance of the terms thereof.

VI.

The parties agree that the term of this Contract is for October 1, 2025 through September 30, 2026.

VII.

Notwithstanding the above, CITY and MUSEUM retain the right to cancel this Contract at any time, with or without cause and without liability or expense, by the giving of twenty (20) days' notice of such intention to cancel. Notice to cancel by CITY shall be in writing, signed by the City Manager with prior City Council approval. Notice to cancel by MUSEUM shall be in writing, signed by the MUSEUM President with prior MUSEUM Board of Directors approval. CITY and MUSEUM shall consider renewal of this Contract in subsequent years. MUSEUM agrees to provide a plan of work in conjunction with any request to renew this Contract.

VIII.

This is a negotiated Contract. If any part of this Contract is in dispute, the parties stipulate that the Contract shall not be construed more favorably for either party.

This Contract may not be changed, varied, or altered except by an instrument in writing and duly executed on behalf of CITY and by MUSEUM. Every obligation arising from this Contract shall be performable in Grayson County, Texas. Venue for any legal disputes arising from this Contract shall be Grayson County, Texas and governed by the laws of the State of Texas.

IN TESTIMONY WHEREOF, this instrument, in duplicate originals of equal force, has been executed on behalf of THE SHERMAN MUSEUM and on behalf of the CITY OF SHERMAN by its City Manager and attested by its City Clerk, effective on the 1st day of October, 2025.

CITY OF SHERMAN, TEXAS

BY: _____
DR. ZACHARY FLORES,
CITY MANAGER

DATE: _____

ATTEST:

BY: _____
LEAH ROBERTS
EXEC. DIR. OF ADMINISTRATION /
ACTING CITY CLERK

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

BY: _____
RYAN D. PITTMAN,
CITY ATTORNEY

THE SHERMAN MUSEUM,
A NON-PROFIT CORPORATION

BY: _____
PRESIDENT OF THE BOARD
OF TRUSTEES

DATE: _____



Sherman
ENGINEERING DEPT.
220 W. MULBERRY
SHERMAN, TX 75090

301 & 305 S Walnut

1 inch = 50 feet





Terrance Steele, Assistant City Manager
City of Sherman
220 W. Mulberry Street
Sherman, TX 75090

Re: Request for renewal of funds

Dear Mr. Steele,

The Sherman Museum staff and the Board of Trustees are requesting that the city again provide funding for the Sherman Museum of \$50,000.00 for the upcoming year (2025-2026) with the \$20,000.00 matching funds proviso. This has worked well for the museum through our fund-raising and donations from generous donors and sponsors. This would be in addition to the previous request for facilities maintenance items.

Currently, our staff includes Stuart Holcomb, Director, and Jacob Lee, curator. The staff has worked diligently to keep the museum viable and operating smoothly. We have an Austin College intern this summer as well as 7-8 volunteers who have been coming in periodically. The Board of Trustees has added several new members but has sadly lost a few as well. We are currently going through a significant change of leadership with Dickie Gerig stepping down as president at the end of last year and the passing of John Spears.

Our year to date attendance through July is approximately 2079 and are heading toward the end of Dino Days, which is our largest draw of the year. We have had just over 1000 visitors over the summer. This is on par for previous years.

We are delighted to be a part of the downtown Sherman community. We are excited about the growth of tourism and citizens occurring in our city. It is good for the downtown Sherman area. Thank you for your continued support of the Museum.

Sincerely,

Preston Davis, President
Board of Trustees

The Sherman Museum is a 501c(3) organization and meets all conditions necessary to make gifts deductible for income tax purposes.

As guardians of the past, we connect the present and embrace the future. -



SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. H.5.

Meeting Date: 9/15/2025

Prepared By: Loren Siems, Right of Way Specialist

Approved By: Zachary Flores, Acting City Manager

Caption:

*** Resolution No. 7575**

Authorizing The City Manager Or His Designee To Execute An Encroachment Easement With Grant And Shanna Harp For The Encroachment Of An In-Ground Swimming Pool Within A 12-Foot Utility Easement Established In Volume 2453, Page 517, Property Records, Grayson County, Texas.

Issue:

To consider executing an encroachment agreement relating to an existing 12-foot Utility easement

Background:

Grant and Shanna Harp are having an in-ground swimming pool installed. The property owners are requesting to encroach into the existing, 12' Utility easement. The property owners had in-ground electric lines moved to accommodate the new pool.

Capital Improvement Program:

N/A

Origination:

Grant and Shanna Harp

Financial Consideration:

None

Staff Recommendation:

City staff has no objections to the proposed encroachment and upon receiving approval from franchise utilities, it is recommended that the encroachment agreement be executed.

Alternatives:

As may be directed by City Council

Attachments:

1. Survey
2. Resolution_No.-
3. Encroachment agreement owner signed

CALLLED 221.91 ACRES
LABARBERA ENTERPRISES, LLC
VOL. 4570, PG. 287
O.R.G.C.T.

LOT 22



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

LAND DESCRIPTION:

BEING Lot Twenty-three (23), in Block Eleven (11), of Preston Club, The Legends Subdivision, Phase I, to Grayson County, Texas, as shown by plat of record in Volume 9, Page 85, Plat Records, Grayson County, Texas.

NOTES ADDRESSING SCHEDULE 'B' EXCEPTIONS:

Only those easements and/or other matters of record, as listed in Title Commitment GF No. 0142951, issued by Title Resources Guaranty Company, countersigned by Red River Title Company, with an effective date of June 20, 2023, and an issued date of June 26, 2023, and relisted below were considered for this Survey. The surveyor did not perform an abstract of title.

- The surveyed property is subject to restrictive covenants filed of record in Volume 2420, Page 849, Official Public Records, Grayson County, Texas.
- 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 plat of Preston Club The Legends Subdivision, Phase One, an addition to the County of Grayson, Texas, as shown by plat of record in Volume 9, Page 85, Plat Records, Grayson County, Texas.
- Utility easement of record in Volume 2453, Page 517, Official Public Records, Grayson County, Texas.
(Affects the surveyed property as shown)

FLOOD STATEMENT:

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 0275 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.

LEGEND

●	FOUND MONUMENT	U.E.	UTILITY EASEMENT
○	SET MONUMENT	Ⓜ	ELECTRIC METER
IRSC	1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET	Ⓣ	TRANSFORMER
IRF	IRON ROD FOUND	Ⓣ	TELEPHONE BOX
IRFC	IRON ROD FOUND W/PLASTIC CAP	Ⓜ	WATER METER
CM	CONTROLLING MONUMENT	Ⓜ	CATV BOX
()	DEED OR PLAT CALL	C.O.	CLEAN OUT
R.O.W.	RIGHT-OF-WAY	AC	AC UNIT
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS	BM	BRICK MAILBOX
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS	—	BOUNDARY LINE
B.L.	BUILDING LINE	---	ADJOINER LINE
		---	EASEMENT
		---	BUILDING LINE
		—○—	METAL/WROUGHT IRON FENCE



Certify to: Connor W. Henry, Alyson D. Henry, First Horizon Bank, Shane Wilson, Carla Wilson, Title Resources Guaranty Company, Red River Title Company;

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 07/05/2023, 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

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

TITLE SURVEY
PRESTON CLUB
THE LEGENDS SUBDIVISION, PHASE I
BLOCK 11, LOT 23
3112 Preston Club Drive, Sherman
Grayson County, Texas

	787 W FM 996 Pottsboro, TX 75076 www.prestontrailandsurveying.com 903-786-6129		
	TBPLS Firm No. 10194175	Drawn by: MNO Checked by: CRN	Scale: 1"=20' Date: 07/06/2023 Project No. 21-02421 Sheet No. 1 of 1

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN ENCROACHMENT AGREEMENT TO GRANT HARP AND SHANNA HARP FOR THE ENCROACHMENT OF A IN-GROUND SWIMMING POOL WITHIN A 12-FOOT UTILITY EASEMENT IN THE REPLAT OF LOTS 11, 12, & 13, BLOCK 11, PRESTON CLUB, THE LEGENDS SUBDIVISION PHASE ONE PLAT, RECORDED AS INSTRUMENT NO. 2017-3232 IN THE PLAT RECORDS, GRAYSON COUNTY, TEXAS. FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an encroachment agreement for the encroachment of an in-ground swimming pool within a 12-foot utility easement in the Replat of Lots 11, 12, & 13, Block 11, Preston Club, The Legends Subdivision Phase One Plat, recorded as Instrument No. 2017-3232, Grayson County, Texas. being more particularly described in the attached Exhibit "A-1" 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 _____ day of _____, 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Exhibit “A-1”

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return to:
City of Sherman
Office of the City Attorney
P. O. Box 1106
Sherman, TX 75091-1106

ENCROACHMENT AND LICENSE AGREEMENT

THIS ENCROACHMENT AND LICENSE AGREEMENT ("Agreement") is made and entered into by and between the **CITY OF SHERMAN, TEXAS**, a home-rule municipality ("City"), and **GRANT HARP and SHANNA HARP** ("Licensee"). City and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City and any Franchise Utility Company (each a "Franchisee") have existing rights in certain real property by virtue of that certain Plat of Replat of Lots 11,12, & 13, Block 11, Preston Club, The Legends Subdivision Phase One ("Plat"), filed in Instrument No. 2017-3232, Plat Records, Grayson County, Texas. The Plat, which more particularly describes and depicts a 12-foot Utility Easement ("Property"), is incorporated herein by reference for all purposes; and

WHEREAS, Licensee desires to operate, repair and maintain an in-ground swimming pool ("Encroaching Facility"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference for all purposes, by a maximum of 2-feet into the boundaries of the Property; and

WHEREAS, in exchange for the consideration set forth below, City has agreed to grant a license to permit the encroachment of the Encroaching Facility on the Property subject to the terms and conditions of this Agreement and provided that Licensee first complies with the City's ordinances relating to the construction and use of the Encroaching Facility.

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

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement.
2. Location of Encroaching Facility. City hereby grants a nonexclusive license to Licensee, authorizing Licensee to, at its own cost and expense, maintain and repair

the Encroaching Facility within that portion of the Property as generally depicted and described in Exhibit A, subject to the terms and conditions of this Agreement. Any modification, alteration, expansion or addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City. In particular, Licensee shall not modify the Encroaching Facility in any manner that results in the Encroaching Facility: (a) occupying more space within the Property than as approved by this Agreement; (b) extending further into the Property than as approved by this Agreement; or (c) changing the Encroaching Facility's location within the Property to be outside the area approved by this Agreement. Licensee shall ensure that Licensee and any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility abide by the terms and conditions set forth herein and any permit governing the Encroaching Facility. Licensee shall, at its own cost and expense, provide a copy of this Agreement to any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility. Notwithstanding anything to the contrary herein, nothing in this Agreement shall be deemed to waive any applicable requirement of the City's ordinances or regulations applicable to the Encroaching Facility, and Licensee shall be responsible for obtaining a permit, if required under the City's ordinance, prior to any construction on the Encroaching Facility.

3. Restrictions on Use of Property. In using the Property for the purposes described herein, Licensee shall, at its own cost and expense, comply with all applicable laws, rules, regulations and requirements, as they exist, may be amended or in the future arising, including but not limited to, City's ordinances, and shall promptly execute and fulfill all orders and requirements imposed by City or other governmental authorities for the correction, prevention and abatement of nuisances or Code violations in, on or connected with the Encroaching Facility. At the conclusion of any work in connection with the Encroaching Facility, Licensee shall ensure that any third party and/or contractor of Licensee engaged in such work shall remove all debris and other materials from the Property and restore the same to substantially the same condition it was in prior to the commencement of the work thereon or in proximity thereto, with the exception of the encroachment permitted herein. Licensee shall ensure that any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility does not, and shall not itself, place trash dumpsters, toxic or hazardous substances or flammable material in or on the Property. Additionally, Licensee shall not place in or on the Property any other improvements unless approved in advance in writing by City. Any modification, alteration, expansion or other addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City.
4. Maintenance of Encroaching Facility. Licensee shall, at Licensee's sole cost and expense, maintain the Encroaching Facility in good condition and repair. City will not, under any circumstance, be responsible for any costs, whatsoever, of construction, reconstruction, operation, maintenance, repair or removal of the Encroaching Facility. If City notifies Licensee of any deficiencies in any such

maintenance, repair or removal of the Encroaching Facility, Licensee shall make the necessary repairs within the earlier of (a) thirty (30) days after the date of such notice or the (b) another date as determined by City and Licensee in writing. If City notifies Licensee of any deficiencies in any such maintenance, repair or removal of the Encroaching Facility, and Licensee shall thereafter fail to complete such maintenance, repair or removal within the required time period, then City may require Licensee to promptly remove the Encroaching Facility or contract, at Licensee's sole cost and expense, for the maintenance, repair or removal of the Encroaching Facility.

5. Removal of Encroaching Facility. City and any Franchisee are entitled to remove all or a portion of the Encroaching Facility as reasonably necessary to construct, reconstruct, maintain or repair public improvements within the affected Property. City or Franchisee will notify Licensee of any intent to remove all, or a portion, of the Encroaching Facility, and upon receiving such notice, Licensee shall ensure that the requested removal is made within the earlier of (a) thirty (30) days after the date of such notice or (b) another date as determined by City and Licensee in writing. If City or Franchisee notifies Licensee of its intent to remove all, or a portion, of the Encroaching Facility, and Licensee shall thereafter fail to complete the removal within the required time period, then City or Franchisee may require Licensee to promptly remove the Encroaching Facility. Notwithstanding anything to the contrary herein, if the removal is necessitated by an emergency, no notice is required. If so removed, City or Franchisee has no obligation to replace the affected portions of the Encroaching Facility upon completion of such work.
6. Risk and Liability. Licensee assumes all risks and liability resulting or arising from or relating to Licensee's use of the Property, the Encroaching Facility, the existing condition or location of the Property or the existing state of maintenance, repair or operation of the Property. Licensee agrees and acknowledges that City or Franchisee shall not be liable, whatsoever, for any damage to the Encroaching Facility as a result of City's or Franchisee's use or enjoyment of the rights provided it in the Property. Any City and/or Franchisee property or infrastructure damaged or destroyed by Licensee or its agents, employees, representatives, invitees, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, shall be repaired or replaced by City or Franchisee at Licensee's sole cost and expense and payment is due immediately upon Licensee's receipt of an invoice from City or Franchisee.
7. **INDEMNIFICATION.** **LICENSEE AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND ANY OTHER THIRD PARTIES FOR WHOM CITY IS LEGALLY RESPONSIBLE, AS WELL AS EACH FRANCHISEE, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, AND ANY OTHER THIRD PARTIES FROM WHOM FRANCHISE IS LEGALLY RESPONSIBLE FROM AND**

AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), LOSSES, DEMANDS, EXPENSES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), OR OTHER HARM ARISING OUT OF, OR OCCASIONED BY, ANY NEGLIGENCE, GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, WHETHER BY ACT OR OMISSION, OF ANY LICENSEE OR ITS AGENTS, REPRESENTATIVES, EMPLOYEES, SEPARATE CONTRACTORS AND/OR SUBCONTRACTORS AND/OR THIRD PARTIES FOR WHOM EACH SUCH LICENSEE IS LEGALLY RESPONSIBLE, REGARDLESS OF ANY JOINT OR CONCURRENT NEGLIGENCE OF CITY OR FRANCHISEE.

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

THE PROVISIONS OF THIS SECTION 7 ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON, ENTITY OR THIRD PARTY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION 7 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

8. **No "Permit."** NOTHING CONTAINED IN THIS AGREEMENT SHALL CONSTITUTE A "PERMIT" AS DEFINED IN CHAPTER 245, TEX. LOC. GOV'T CODE, AND NOTHING IN THIS AGREEMENT SHALL BE CONSIDERED TO PROVIDE THE CITY WITH FAIR NOTICE OF A PROJECT. LICENSEE WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEX. LOC. GOV'T CODE BASED ON THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9. **Default/Remedies.** If Licensee, its employees, agents, representatives, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, defaults under any of the terms and conditions of this Agreement and such default continues for a period of five (5) days after City or Franchisee notifies Licensee of such default in writing, City or Franchisee may, at its sole election and in addition to any other remedies it may exercise, terminate this Agreement, and upon such termination, all of Licensee's rights hereunder shall cease and terminate. This Agreement shall also terminate upon Licensee's abandonment of the Encroaching Facility.

10. **Miscellaneous Provisions.**

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

If to City, addressed to it at:

City of Sherman
Attention: Wayne E. Lee, P.E., CFM, Director of Engineering
317 S. Travis Street
Sherman, TX 75090
Telephone: (903) 892-7327
Email: waynel@cityofsherman.com

with a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069

Telephone: (214) 544-4000
Email: rpittman@abernathy-law.com

If to Licensee, addressed to it at:

Grant and Shanna Harp
3112 Preston Club Dr.
Sherman, TX. 75092

- b. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.
- c. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- d. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- e. Authority to Execute. Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing its signatories hereto, warrant and represent that they have the authority to bind its respective parties as duly authorized representatives thereof.
- f. Savings/Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
- g. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.
- h. No Third Party Beneficiaries. The parties do not intend that this Agreement be construed as creating any right in any third party not a signatory to this

Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

- i. Indemnification. The parties agree that the indemnity provisions set forth in Section 7 herein are conspicuous, and the parties have read and understood the same.
- j. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- k. Immunity. The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- l. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the parties. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to system it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement.

CITY:

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Zachary Flores, City Manager

Date: _____

LICENSEE:

GRANT HARP and SHANNA HARP

By:  _____
Grant Harp

Date: 9/3/25 _____

By:  _____
Shanna Harp

Date: 9/3/25 _____

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **ZACHARY FLORES**, known to me to be the person whose name is subscribed to the foregoing instrument; he acknowledged to me that he is the city manager and duly authorized representative of the CITY OF SHERMAN, TEXAS, a Texas home-rule municipality, and that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the CITY OF SHERMAN, TEXAS.

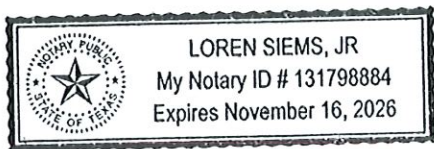
GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

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

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **GRANT HARP and SHANNA HARP** known to me to be the person whose name is subscribed to the foregoing instrument, and that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3 day of Sept, 2025.



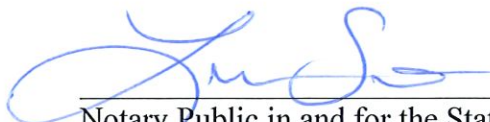
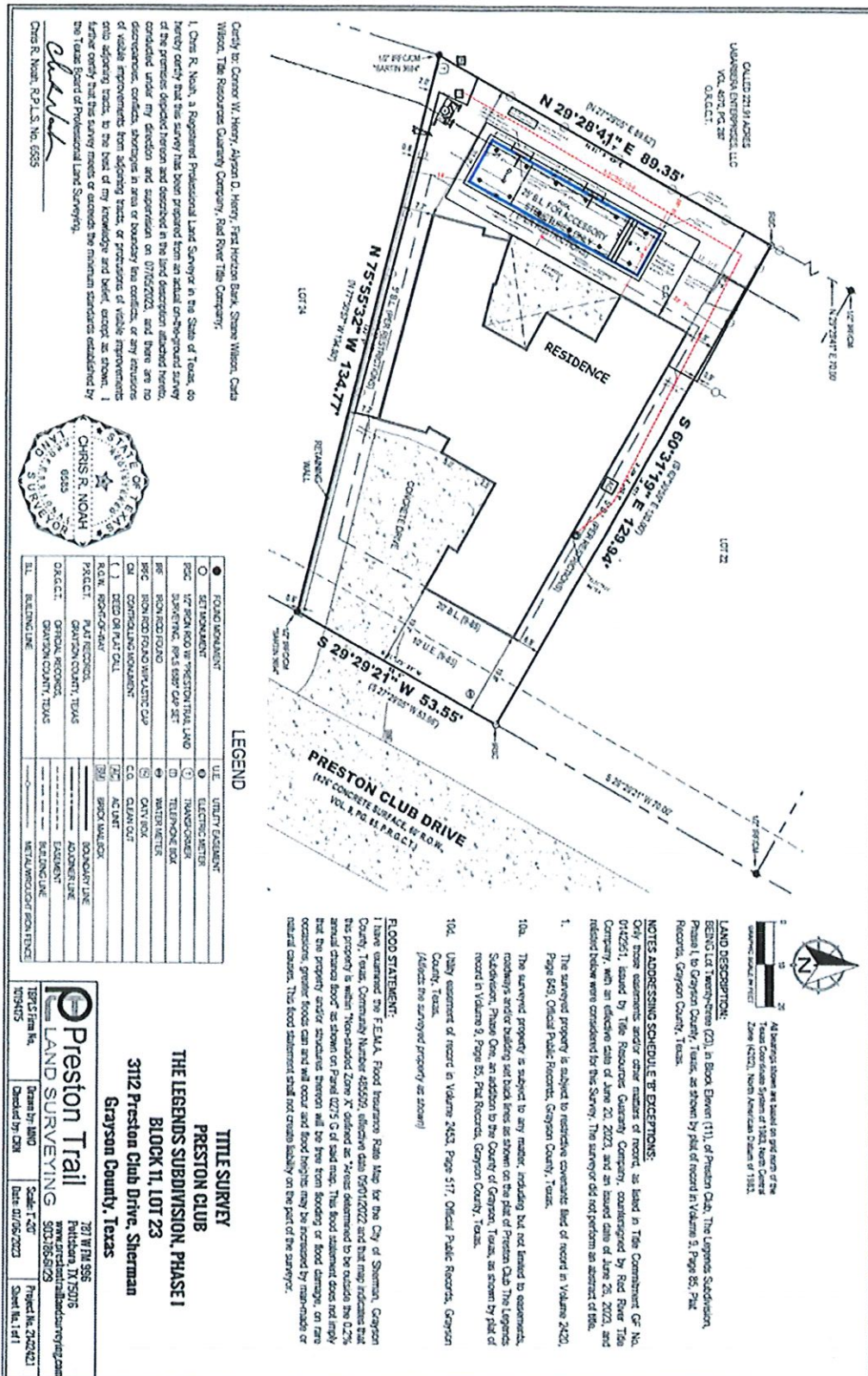
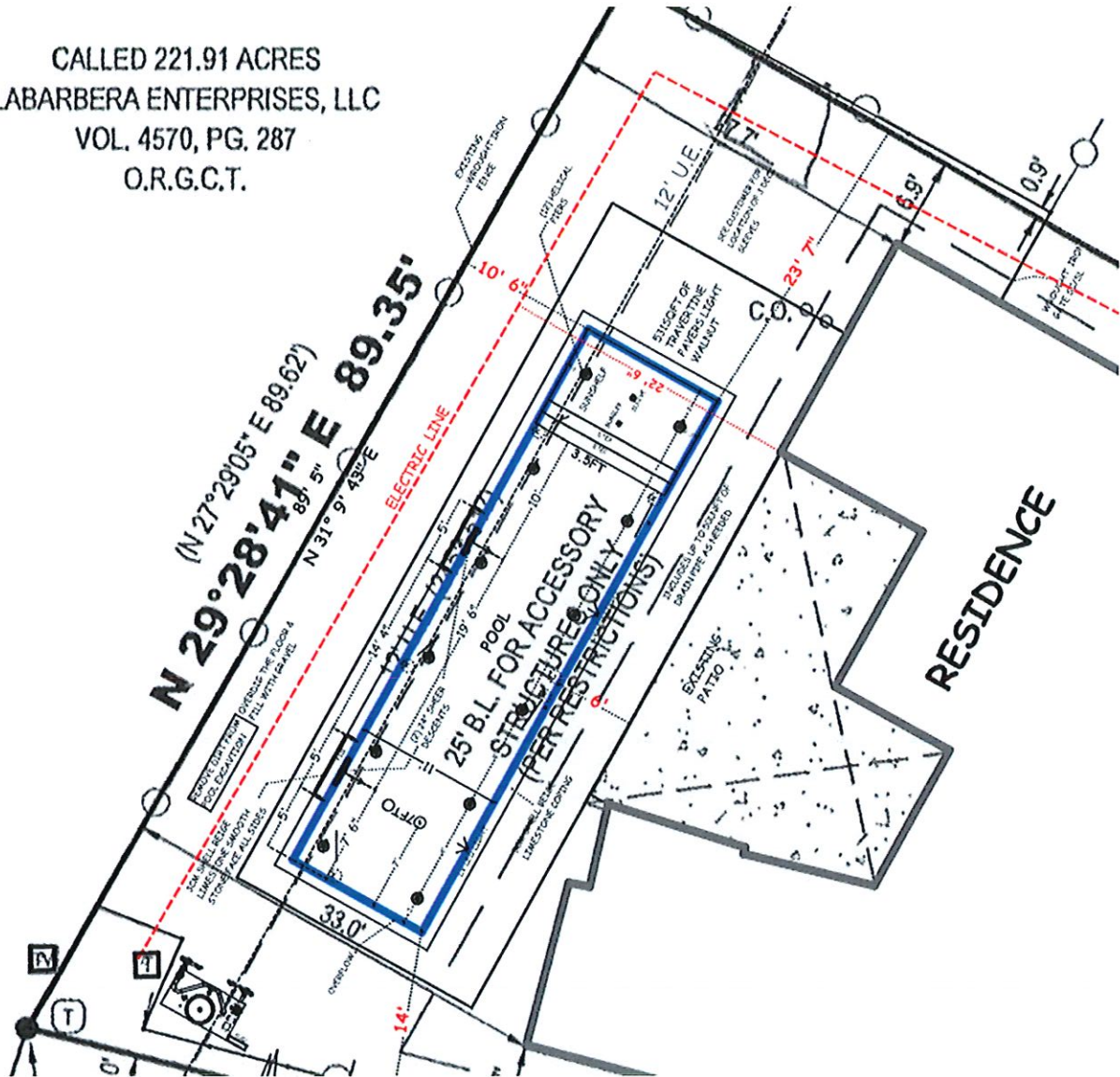

Notary Public in and for the State of Texas
My Commission Expires: NOV 16, 2026

EXHIBIT A



CALLED 221.91 ACRES
 LABARBERA ENTERPRISES, LLC
 VOL. 4570, PG. 287
 O.R.G.C.T.





City Council Regular Meeting

Agenda Item No. H.6.

Meeting Date: 9/15/2025

Prepared By: Wes Trisler, Executive Director

Approved By: Zachary Flores, Acting City Manager

Caption:

*** RESOLUTION NO. 7576**

Awarding a Bid to and Authorizing Execution of a Contract with Global Building Maintenance, Inc. for Janitorial Cleaning Services in Certain City-Owned Facilities

Issue:

To consider awarding a bid for the City's annual janitorial cleaning services in certain City-owned facilities

Background:

A request to advertise for public bids was approved by the City Council at its meeting on August 4, 2025. The Request for Proposals (RFP) was publicly advertised; and eighteen (18) vendors submitted bids on September 2, 2025. Of the eighteen responses, six were rejected as non-responsive, resulting in twelve (12) responses evaluated. Global Building Maintenance, Inc. of Dallas, Texas, received the highest valuation based on specific criteria detailed in the Request for Proposals for an annual total of approximately \$197,644.00.

Capital Improvement Program:

Origination:

Building Maintenance Department

Financial Consideration:

Available funds were approved in the fiscal year (FY) 2026 departmental budgets for janitorial cleaning services.

Staff Recommendation:

Staff recommends that the City Council award the contract for janitorial cleaning services to Global Building Maintenance, Inc. for one (1) 12-month period, with optional annual renewals for four (4) one-year periods.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution_Janitorial Services
2. Exhibit A_2025 Janitorial Services RFP
3. Addendum 1 - Janitorial Cleaning Services
4. Addendum 2 - Janitorial Cleaning Services
5. Exhibit B_Bid Submittal_Global Building Maitenance
6. Exhibits C, D & E
7. Bid Tabulation and Evaluation -Janitorial Services
8. Master Agreement_signed

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH GLOBAL BUILDING MAINTENANCE, INC FOR JANITORIAL SERVICES IN CERTAIN CITY-OWNED FACILITIES ; 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 Global Building Maintenance, Inc. is hereby awarded the City of Sherman's contract for janitorial services in certain City-owned facilities, in accordance with all bid documentation attached hereto and incorporated herein for all purpose.

SECTION 2. That the City Manager is hereby authorized and directed, subject to all contract documents being completed and approved as to form and content by the City Attorney, to execute a contract with Global Building Maintenance, Inc. for janitorial services in certain City-owned facilities, in the same or substantially same form as the contract documents attached hereto and incorporated herein for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the _____ day of _____, 2025.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LEAH ROBERTS,
ACTING CITY CLERK

BY: _____
SEAN TEAMANN, MAYOR

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

BY: _____

NAME: _____
RYAN PITTMAN, CITY ATTORNEY



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

Request for Proposals

for

JANITORIAL CLEANING SERVICES

RFP No. 2025-25

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PROPOSAL OF BIDDERS

The following RFP is made for furnishing the materials/services for the city of Sherman, Texas.

The undersigned declares that the amount and nature of the materials/services to be furnished is understood and that the nature of this bid is in strict accordance with the conditions set forth and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The undersigned, in submitting this bid, represents that they are an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, age or sex in the performance of this contract.

The undersigned hereby proposes to furnish the items on, F.O.B. Sherman, Texas, freight pre-paid at the unit prices quoted herein after notice of bid award.

The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual and has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this bid.

Annual Requirements for Janitorial Cleaning Services
No# 2025-25

Respectfully Submitted,

SIGNATURE

DATE

PRINTED NAME

TITLE

COMPANY NAME

CONTACT PERSON (Must have knowledge of Bid)

BILLING ADDRESS

STREET

CITY

STATE

ZIP

MAILING ADDRESS

STREET

CITY

STATE

ZIP

PHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

NOTICE TO BIDDERS

Sealed proposals will be received by the city of Sherman, Sherman, Texas, to the attention of Craig Long, Finance Department, 220 W. Mulberry Street, Sherman, Texas 75090, until the hour of 2:00 PM on the 2nd day of September, 2025, at which time proposals duly delivered and submitted will be considered for supplying the following:

REQUEST FOR PROPOSAL FOR ANNUAL REQUIREMENTS FOR JANITORIAL CLEANING SERVICES

No # 2025-25

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Finance Department, the bidder shall be responsible for actual delivery of the bid before the advertised date and hour for opening of bids. If mail is delayed by the postal service or courier service beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be returned unopened.

The term RFP and BID are used as interchangeable terms in this document.

Information on the bid process/procedures, or any other bid-related questions, may be obtained from Craig Long, Budget Analyst at 903-892-7215 and via email: craigl@cityofsherman.com.

Until the final award by the city of Sherman, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, to proceed otherwise when the best interests of said City will be realized hereby. Bids will be submitted sealed and plainly marked with the date and time of opening.

Publication Dates: **Saturday, August 16, 2025 &
Saturday, August 23, 2025**

Bid Open Date: **Tuesday, September 2, 2025 @ 2:00 PM**

GENERAL CONDITIONS

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to: www.ci.sherman.tx.us and to www.publicpurchase.com.

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

ASSIGNMENT OF BID/CONTRACT

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

BID CONSIDERATION / TABULATION

Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City. Please refer to the Specifications section for **EVALUATION CRITERIA**.

BID SUBMISSION

Bids may be submitted in person, by mail, or electronically at www.publicpurchase.com.

- Submit bids via mail to: PO Box 1106, Sherman, TX 75091-1106.
- For express/overnight deliveries, mail to: Sherman City Hall, Finance Department, 220 W. Mulberry Street, Sherman, TX 75090.
- To submit a bid via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- Bids will not be accepted without a signature.
- Bids submitted by email or fax will not be accepted.
- The City is not responsible for mail service. See page 4, paragraph 2 of the Notice to Bidders.

BRAND NAMES

If items for which bids have been called for have been identified by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering “equal” products will be considered for award if such products are clearly identified in the bids and are determined by the City to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their bid that they are offering an “equal product”, their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.**

CHANGES OR ALTERATIONS

No part of this bid may be changed/alterd in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request to this bid will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the City's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

DEFAULT

In case of default of the successful bidder, the city of Sherman may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Sherman, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each bid. The city of Sherman considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Sherman, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INDEMNIFICATION

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the

vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers the vendor shall indemnify and save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The city of Sherman supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the city of Sherman. As such, the city of Sherman has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days

of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

PROVISIONAL CLAUSES

The city of Sherman will not enter into any contract where the cost is provisional upon such clauses as are known as “escalator” or “cost-plus” clauses.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Bids submitted via fax or email.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether or not the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

PROPOSAL DEFINITIONS:

"City" is the City of Sherman, Texas.

"Bidder" is an individual or business submitting a bid or proposal to the City of Sherman.

"Independent contractor" or "contractor" is one who contracts to perform work or furnish materials in accordance with a contract.

I. PROPOSAL TERMS

- A. The City of Sherman reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider. The City does not intend to award a contract fully on the basis of any response made to the proposal: the City reserves the right to consider proposals for modifications at any time before a contract would be awarded; and negotiations would be undertaken with the independent contractor whose proposal is deemed to best meet the City's specifications and needs.
- B. Proposals must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
- C. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. The deadline for submission of proposals may be adjusted to allow for revisions. To be considered, the entire proposal document, with any amendments, should be returned by the specified date, time and method identified on page 4 of this document.
- D. Proposals should be prepared simply and economically providing a straightforward, concise description of the independent contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.
- E. The price quotations from the contractor stated in this proposal will not be subject to any price increase from the closing date of this RFP to the mutually agreed to date of contract.
- F. The City of Sherman reserves the right to increase or decrease the amount of janitorial services based upon annual budget constraints with fifteen (15) days' notice.

- G. The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire RFP.

[REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

II. PROPOSAL SPECIFICATIONS

Please provide the following information:

Independent contractor's qualifications

Years in business

Experience in providing the level and type of service specified in the proposal. **Note: Contractors with at least one (1) client with multiple sites totaling 50,000 square feet of cleaning and two (2) years of continuous service are preferred.**

Bank references, complete with name and phone number of contact person

1)

Provide at least three (3) current references of janitorial services agreements covering similar services listing within this proposal packet. Include company name, contact name and phone number.

1)

2)

3)

Please include additional pages as needed.

III. EVALUATION CRITERIA

The following criteria will be used by City staff to evaluate the proposals and make a selection:

- ❖ 10% Qualifications of key personnel – Cleaning and supervisory staff duly qualified, capable and bondable to fulfill and abide by specifications
- ❖ 30% Experience/Prior Performance – Experience in janitorial services, including years and history; Prior performance of janitorial services for the City of Sherman
- ❖ 10% Reference – Respondents shall provide a minimum of three (3) current references of janitorial services agreements covering similar services listing within this proposal packet.
- ❖ 25% Fee schedule/cost of service
- ❖ 15% Project/Service approach
- ❖ 10% Supplies – Quality of cleaning supplies and paper products based on submittal of manufacturers and samples, if applicable

City staff may choose to meet with the top rated offerors. Any additional information requested shall be considered as part of the proposal and evaluated as such. The City reserves the right to negotiate a best and final offer with the selected vendor.

IV. PRE-BID CONFERENCE

A **NON-MANDATORY** Pre-bid Conference will be held at 10 AM, August 26, 2025, in the Administrative Services Conference Room, located at City Hall, 220 W. Mulberry Street, Sherman, Texas 75090. The pre-bid conference will involve discussion and questions pertaining to general bid information, bid specifications, and the scope of the bid only. **ALL site visit requests must be scheduled at a separate time. To schedule a site visit, all interested parties must contact Mike Roe at 903-892-7150.**

V. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions that will become a part of any formal agreement. The following is a summary of the general terms and contract provisions that apply to all independent contractors of service to the City of Sherman:

GENERAL TERMS - INDEPENDENT CONTRACTOR RESPONSIBILITIES

A. The independent contractor is to report to the City's designated representative and

will cooperate and confer with him/her as necessary to insure satisfactory work progress.

- B. All reports, estimates, memoranda and documents submitted by the independent contractor must be dated and bear the independent contractor's name and be submitted to the City's designated representative.
- C. All reports made in connection with these services are subject to review and final approval by the City's designated representative.
- D. The City may review and inspect the independent contractor's activities during the term of this contract.
- E. If applicable, the independent contractor shall submit a final, written report to the City's designated representative.
- F. After reasonable notice to the independent contractor, the City may review any of the independent contractor's internal records, reports, or insurance policies.
- G. The independent contractor will provide the required services personally and will not subcontract or assign the services without the City's prior written approval.
- H. The independent contractor will not hire any City employee for any of the required services without the City's prior written approval.
- I. The parties agree that the independent contractor is neither an employee nor an agent of the City for any purpose.

INDEMNIFICATION AGREEMENT

The independent contractor will protect, defend and indemnify the City of Sherman, its officers, agents, services, volunteers and employees from any and all liabilities, claims, liens, fines, demands, and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the independent contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the City of Sherman in connection with or in any way incident to or arising out of the occupancy, use, service, operation, performance, or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of the independent contractor, sub-contractor, or any employee, agent or representative of the independent contractor.

INSURANCE REQUIREMENTS

- A. Independent contractor must provide Commercial General Liability insurance with a limit of not less than \$2,000,000.
- B. All insurance policies shall be written with insurers that are licensed to write insurance coverage in the State of Texas and who have consistently maintained an AM Best Rating of A-, A, A+ or A++ since January 1, 2013.
- C. Independent contractor shall furnish the City of Sherman City Clerk's Office with certification of insurance evidencing such coverages and endorsements at least ten (10) working days prior to commencement of services under this contract.

Certificates of insurance shall be addressed to:

City of Sherman
Attn: City Clerk's Office
PO Box 1106
Sherman, Texas 75091-1106
RE: Janitorial Services Contract

The independent contractor shall provide thirty (30) days written notice from certificate holder for cancellation of insurance coverage.

COMPLIANCE WITH LAWS AND REGULATIONS

The independent contractor will comply with all federal, state and local regulations, including, but not limited to, all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

INTEREST OF INDEPENDENT CONTRACTOR AND CITY OF SHERMAN

The independent contractor promises that it has no interest which would conflict with the performance of this contract; no officer, agency, employee of the City of Sherman, or member of its governing body, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any personal or pecuniary interest.

CONTINGENT FEES

The independent contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the independent contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the independent contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the City may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the independent contractor.

EQUAL EMPLOYMENT OPPORTUNITY

The independent contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business). The independent contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on behalf of the independent contractor, shall state that all qualified applicants shall receive consideration for employment without regard to race, color, creed, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran

status, religion or political belief.

EQUAL ACCESS

The independent contractor shall provide the services without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap or age.

OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the independent contractor. During the performance of the services, the independent contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the independent contractor must reference the project sponsorship by the City of Sherman. Any publication of the information or results must be coauthored by the City.

ASSIGNS & SUCCESSORS

This contract is binding on the City and the independent contractor, their successors and assigns. Neither the City nor the independent contractor will assign or transfer its interest in this contract without the prior written consent of the other.

TERMINATION OF CONTRACT

In cases of termination without cause, either party may terminate the contract by giving thirty (30) days written notice to the other party.

PAYROLL TAXES

The independent contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the City against such liability.

CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the City and the independent contractor will be incorporated into this contract by written amendments signed by both parties.

CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Texas. The parties agree that the proper forum for litigation arising out of this contract is Grayson County, Texas.

EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements, whether written or oral.

VI. TERMS AND SPECIAL CONDITIONS

Term of Contract: The initial term of the contract will be for a twelve (12) month term from the date of award. The contract may be renewed for one-year extensions following the initial 12-month contract, if the City and independent contractor agree, for up to four (4) annual renewals. Additionally, each subsequent renewal will follow the same terms and conditions of the original contract. Notice of intent to renew would be issued in writing by the City of Sherman thirty (30) days prior to the expiration date of the contract.

Equipment, Supplies and Materials: The independent contractor will provide all necessary equipment required in order to perform the services of this contract. Such equipment shall be approved by the City. The contractor is responsible for keeping the equipment safe and operable at all times.

The City will supply electrical power, hot and cold water, hand soap for designated dispensers, toilet paper, paper towels, bags for soiled sanitary napkins and in-office receptacle plastic bags used for the collection of trash. The contractor must maintain a record of the supplies used from the City's stock inventory.

The contractor will provide all other cleaning material and supplies for the satisfactory cleaning of the facilities. All cleaning products shall be compatible with the building materials. Compatibility shall be determined by the manufacturer's recommendations and approved by the City. No additional charges shall be made for these items.

Initial Cleaning Requirement: The contractor, in addition to the initial month's services, shall bring all facilities up to contract standards during the first month of the contract. This initial cleaning will be in addition to routine cleaning tasks, but will not be billable as additional work performed. The contractor, his/her supervisor(s) and the City's designated representative will meet prior to the first week of the contract to ensure that the facilities will meet the contract standards. Failure to successfully complete this initial phase may be a determining factor in assessing non-performance.

Quality Control Program (QCP): The contractor will be expected to maintain a quality control program. The contractor shall submit a draft quality control plan for review and approval prior to the start of the contract. The QCP shall be a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or the City's designated representative points out the deficiencies. The contractor shall perform QCP inspections, outside of facility operating hours, no less than weekly for each facility serviced. This QCP is of paramount importance. The contractor's quality control records shall be available and open for the City's review at all times. Copies of all quality control inspection reports completed by the contractor shall be provided to the City on a regular basis.

The contractor's representative may be asked to accompany a City representative on tours of the City facilities being serviced. The purpose of these tours shall be to discuss cleaning improvements, additions, deletions, changes and deficiencies. The contractor will be responsible for documenting deficiencies identified during the inspections with City representatives and shall enact procedures to verify that identified deficiencies are noted and resolved to the satisfaction of the City's designated representative. Work not meeting the requirements of the contract as determined by City representatives shall be corrected within two (2) days.

A Day Porter will be required on-site at 8am each weekday morning, in order to check the previous evening janitorial service. The porter is to document and rectify any deficiencies found, with documentation submitted daily to a designated City representative. Additionally, the porter must to be available via "on-call" status, for any additional janitorial issues or concerns from 8am-5pm (M-F). Note: The contractor may use the day porter as the representative listed in the previous paragraph.

Upon any complaint received by the City's designated representative regarding the contractor, the contractor shall make inspections and furnish a written plan of action as to how, who and when (within 2 days) he/she proposes to correct any discrepancies.

Personnel Qualifications: The contractor shall have an active, experienced, trained, competent and reliable supervisor dedicated to the City facilities during contract hours to supervise the janitorial services provided hereunder; and he/she shall be authorized to represent and act for the contractor. All supervisors must be fluent in English and have an intimate knowledge of the various cleaning tasks, equipment and materials, so as to be able to maintain and control an effective quality control program.

Employees are required to wear clean company uniforms and display company picture identification badges while on City premises to clearly identify themselves as employees of the independent contractor.

Scheduling and Access to Buildings: Access to the buildings shall be as directed by the City. Contractor's employees are not to be accompanied in their work areas on the premises by any other person (adult or minor) unless said persons are authorized contractor employees. The contractor shall be responsible for all persons admitted to the facility by the contractor, its officers, agents or employees. The contractor shall establish procedures to ensure that all building spaces are secured as required by the City.

The contractor shall schedule all required services so as not to interfere with City operations. In appropriate buildings that are not manned twenty-four/seven (24/7), work shall be accomplished during building non-use hours. Normally, work will not begin prior to 5:00 pm, Monday through Friday. Refer to page 18, Section VII. FACILITIES LISTING, for operating times for each facility. Variances in schedules shall require prior approval of the

City's designated representative.

Billing and Payments: The contractor shall submit a monthly invoice. The invoice or attached documents should include the contractor's detailed report of hours worked and personnel used at each facility, supporting the amount billed.

The contractor shall submit monthly invoices by the 12th day of each month for the prior month's work to:

City of Sherman

Attn: Mike Roe

PO Box 1106

Sherman, TX 75091-1106

Payment from the City for work performed in accordance with the contract shall be due thirty (30) days from receipt of the monthly invoice. The City may withhold any payment or partial payment otherwise due the contractor on account of unsatisfactory performance by the contractor. The amount shall be withheld until such work is corrected.

[REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

VII. CLEANING SPECIFICATIONS FOR COMMON AND PUBLIC AREAS

Daily Tasks (all facilities):

- 1) Sweep, pick up and dispose of debris in entry approach areas
- 2) Vacuum all entry mats
- 3) Dust mop/damp mop all hard surface flooring (including hallways and restrooms)
- 4) Vacuum carpeted traffic (open) areas in all offices; spot treat spills/soiled areas and remove gum
- 5) Damp-wipe and disinfect drinking fountains
- 6) Empty all waste and recycle receptacles into appropriate collection containers
- 7) Clean both sides of entry door glass; dry frames
- 8) Spot clean doors and walls, as needed
- 9) Damp-wipe clear conference tables and countertops
- 10) Clean all sinks and countertops (and appliances) in activity rooms
- 11) Clean break rooms and kitchen:
 - a. Clean interior and exterior of microwave oven
 - b. Wipe down exterior of refrigerator and vending machines
 - c. Clean interior and exterior of dishwasher
 - d. Clean coffee station
- 12) Clean and disinfect restrooms:
 - a. Ceramic tile floor – sweep and mop with germicide
 - b. Wall surfaces – remove spots with germicide
 - c. Hand sinks – clean with germicide; scour if needed
 - d. Countertop surfaces – clean with germicide and dry
 - e. Mirrors – clean with glass cleaner and dry
 - f. Commodes – clean entire fixture with germicide; brush interior under flush rim; dry exterior, seat and polish plumbing
 - g. Urinals – clean entire fixture with germicide; brush interior under flush rim; dry exterior, seat and polish plumbing
 - h. Stall partitions – clean with germicide and dry
 - i. Trash receptacles – empty (reline if soiled) and reposition; damp wipe with germicide
 - j. Hand soap dispensers – refill, unplug nozzle and clean with germicide
 - k. Paper towel dispensers – refill, clean with germicide and dry
 - l. Toilet tissue dispensers – refill, clean with germicide and dry
 - m. Sanitary napkin receptacle – empty, reline with waxed bag liner; clean interior and exterior with germicide
 - n. Electric hand dryers – clean with germicide and dry

Weekly Tasks (all facilities):

- 1) Clean both sides of glass, including sidelight glass, hall glass and office/partition glass; dry frames
- 2) Dust window blinds and ledges; spot clean windows

- 3) Dust/damp wipe file cabinets, wall shelving and bookshelves
- 4) Vacuum all carpeted areas including seating areas, around and under desks, including edge work; perform detail vacuum
- 5) Dust wall decorative items
- 6) Dust coat racks
- 7) Dust plants and plant containers
- 8) Scrub restroom flooring
- 9) Clean all baseboards

Monthly Tasks (all facilities):

- 1) Damp cloth cleaning of all desks/workstations, based on predetermined schedule established through the City's designated representative
- 2) Dust office machines (copiers, fax machines, shredders, etc.)
- 3) Clean ceiling fans Clean interior and exterior of trash receptacles
- 5) Polish wax flooring
- 6) Clean all interior upper glass

Twice-Yearly Tasks (all facilities):

- 1) Scrub and rinse hard surface flooring
- 2) Detail edge work on all hard surface flooring
- 3) Strip and re-wax vinyl flooring in the first 6 months; scrub and rinse the following 6 months

Yearly Tasks (all facilities):

- 1) Clean outside glass
- 2) Carpet deep cleaning
- 3) Power wash entry areas
- 4) Deep clean window blinds

VIII. FACILITIES LISTING

The following City facilities are covered in this RFP. The list below identifies the location, operating hours, service frequency, square footage, special janitorial needs (in addition to the daily, weekly, monthly and yearly tasks identified in Section V.) and other relevant comments for each facility. **The contractor will propose the total cost per month (daily, weekly, monthly and additional tasks combined) for each facility and a separate total cost for twice yearly and yearly tasks for each facility.** The costs per location will be used to calculate an overall budgetary total and compare proposals.

CITY HALL

220 W Mulberry

Operating Hours: Monday & Tuesday – 8 am to 7 pm (during certain weeks); Wednesday thru Friday – 8 am to 5 pm

Service Frequency: 5 days per week (Monday thru Friday)

Square Feet: 9,534 (Carpeted: 6,894/Non-carpeted: 2,640)

Comments:

No janitorial services will be performed while public meetings are being held in the building. Typically, these meetings are held on Monday or Tuesday evenings between the hours of 5 pm to 7 pm, during certain weeks of the month. The City's designated representative will provide reasonable advance notice to the contractor if public meetings are planned for days other than Monday and Tuesday.

Additional Janitorial Tasks:

- Daily - Vacuum entire City Manager's suite, including reception area, City Manager's office, Assistant City Managers' offices, Executive Director of Administration's office, and conference rooms
- Daily - Place coffee pots in dishwasher and start wash cycle

Total Cost per Month (includes daily, weekly, monthly & additional task): _____

Total Costs for Twice-Yearly and Yearly Tasks (combined): _____

LIBRARY

421 N Travis

Operating Hours: Monday & Wednesday - 9 am to 6 pm; Tuesday & Thursday - 9 am to 8 pm; Friday – 10 am to 6 pm; Saturday 11 am to 5 pm

Service Frequency: 6 days per week (Monday thru Saturday)

Square Feet: 11,607 (Carpeted: 10,206/Non-carpeted: 1,401)

Additional Janitorial Tasks:

- Weekly – dust all chairs and reading table areas
- Daily - systematically dust bookshelves (not ALL shelves need to be dusted daily, but over the course of a week each shelf should be dusted at least once)
- Monthly – scrub exposed aggregate (cobblestone) in main entrance

Total Cost per Month (includes daily, weekly, monthly & additional task): _____

Total Costs for Twice-Yearly and Yearly Tasks (combined): _____

PARKS & RECREATION ACTIVITY CENTER

1003 N East

Operating Hours: Monday thru Friday – 8 am to 9 pm; Saturday - 8 am to 3 pm

Service Frequency: 5 days per week (Monday thru Friday)

Square Feet: 3,768 (Carpeted: 3,156/Non-carpeted: 612)

Total Cost per Month (includes daily, weekly, monthly & additional task): _____

Total Costs for Twice-Yearly and Yearly Tasks (combined): _____

GLENNIE O HAM CENTER (PARKS & RECREATION ADMINISTRATIVE OFFICES)

1002 N Music

Operating Hours: Monday thru Friday – 8 am to 9 pm; Saturday - 8 am to 3 pm

Service Frequency: 5 days per week (Monday thru Friday)

Square Feet: 3,150 (Carpeted: 359/Non-carpeted: 2,791)

Total Cost per Month (includes daily, weekly, monthly & additional task): _____

Total Costs for Twice-Yearly and Yearly Tasks (combined): _____

SENIOR CITIZEN CENTER

1500 N Broughton

Operating Hours: Monday, Wednesday & Friday - 8 am to 5 pm; Tuesday & Thursday – 8 am to 8 pm; occasional weekend events (10 -15 events annually; City staff will provide a minimum of one (1) weeks' notice)

Service Frequency: 5 days per week (Monday thru Friday)

Square Feet: 7,546 (Carpeted: 4,956/Non-carpeted: 2,590)

Comments: No cleaning of the kitchen area maintained by the Meals on Wheels program is required under this contract. Janitorial services will be performed immediately following special evening and weekend events held in the building. The City's designated representative will provide a minimum of one (1) weeks' notice to the contractor of such dates.

Total Cost per Month (includes daily, weekly, monthly & additional task): _____

Total Costs for Twice-Yearly and Yearly Tasks (combined): _____

UTILITIES LAB - Current

288 Post Oak Rd

Operating Hours: Monday thru Friday - 8 am to 5 pm; Saturday – 8 am to 2 pm; Sunday – 7am to 4 pm

Service Frequency: 5 days per week (Monday thru Friday)

Square Feet: 3,851 (Carpeted: 1,655/Non-carpeted: 2,196)

Comments: No dusting or cleaning of cabinets, shelving, bookshelves, sinks, countertops or other surfaces in dedicated laboratory areas.

Additional Tasks:

- Daily – maintain hand soap dispensers and paper towels dispensers in break room and dedicated laboratory areas
- Daily – maintain hand sinks in dedicated laboratory areas the same as restrooms sinks
- Weekly – vacuum carpeted mats in dedicated laboratory areas.

Total Cost per Month (includes daily, weekly, monthly & additional task): _____

Total Costs for Twice-Yearly and Yearly Tasks (combined): _____

UTILITIES LAB – Post-renovations

288 Post Oak Rd

Operating Hours: Monday thru Friday - 8 am to 5 pm; Saturday – 8 am to 2 pm; Sunday – 7am to 4 pm

Service Frequency: 5 days per week (Monday thru Friday)

Square Feet: 6,956 (Carpeted: 2,911/Non-carpeted: 4,045)

Comments: No dusting or cleaning of cabinets, shelving, bookshelves, sinks, countertops or other surfaces in dedicated laboratory areas.

Additional Tasks:

- Daily – maintain hand soap dispensers and paper towels dispensers in break room and dedicated laboratory areas
- Daily – maintain hand sinks in dedicated laboratory areas the same as restrooms sinks
- Weekly – vacuum carpeted mats in dedicated laboratory areas.

Total Cost per Month (includes daily, weekly, monthly & additional task): _____

Total Costs for Twice-Yearly and Yearly Tasks (combined): _____

MUNICIPAL AIRPORT

1200 S Dewey

Operating Hours: Monday thru Sunday – 9 am to 5 pm

Service Frequency: 3 days per week (Monday, Wednesday, Friday)

Square Feet: 1,270 (Carpeted: 1,028/Non-carpeted: 242)

Total Cost per Month (includes daily, weekly, monthly & additional task): _____

Total Costs for Twice-Yearly and Yearly Tasks (combined): _____

COMMUNITY SERVICES BUILDING

317 S Travis

Operating Hours: Monday thru Friday – 8 am to 5 pm

Service Frequency: 2 days per week

Square Feet: 9,153 (Carpeted: 5,380/Non-carpeted: 3,501/Non-carpeted steps: 68 (1'x1'x4')

Total Cost per Month (includes daily, weekly, monthly & additional task): _____

Total Costs for Twice-Yearly and Yearly Tasks (combined): _____

MUNICIPAL BUILDING

405 N Rusk

Operating Hours: Monday thru Friday – 8 am to 5 pm

Service Frequency: 5 days per week

Square Feet: See breakdown in Additional Tasks section below:

Additional Cleaning Tasks:

- Daily – Office space sq. ft.: 6,123
- Daily – Halls & stair landings sq. ft.: 2,976
- Daily – All three flights of stairways on North and South
- Daily – Entry glass cleaned
- Daily – Elevators (both carpeted)
- Daily – Break room (Carpeted: 150 sq. ft.)
- Daily – All restrooms cleaned/stocked
- Weekly – Dust mop 2nd floor Key-Key stage (wood)
- Weekly – Vacuum & remove trash in Court & Jury Rooms (Carpeted: 1,078 sq. ft.)
- Weekly – Vacuum & remove trash 3rd floor Computer Training room (Carpeted: 494 sq. ft.)
- Weekly – Clean outside Entrances
- Quarterly – Detail cleaning of office space
- Quarterly – Hall, landings & entry way floors polished
- Quarterly – Scrub ceramic tiled floors (1st floor restrooms)
- Twice Yearly – Steam clean carpets
- Twice Yearly – Power wash entry areas
- Yearly – Strip & wax hallways, entrances, stairway landings & other floors not composed of ceramic tiles.

Total Cost per Month (includes daily, weekly, monthly & additional task): _____

Total Costs for Twice-Yearly and Yearly Tasks (combined): _____

TAYLOR STREET GYM

1121 W Taylor

Operating Hours: Monday thru Friday – 3:30 pm to 5 pm; additionally: Tues., Thurs. & Fri. 9 am to 12 pm

Service Frequency: 2 days per week (must be after 9pm closing)

Square Feet: 8,150 (Carpet: 150/Non-carpeted: 600/Gym floor: 7,400)

Additional Tasks:

- Weekly – Dust mop once per week & clean bathrooms
- Weekly – Damp mop once per week & clean bathrooms

Total Cost per Month (includes daily, weekly, monthly & additional task): _____

Total Costs for Twice-Yearly and Yearly Tasks (combined): _____

WATER MAINTENANCE SHOP

805 S East

Operating Hours: Monday thru Friday – 8 am to 5 pm

Service Frequency: 2 days per week

Square Feet: 1,147 (Carpeted: 170/Non-carpeted: 977)

Total Cost per Month (includes daily, weekly, monthly & additional task): _____

Total Costs for Twice-Yearly and Yearly Tasks (combined): _____

WEST HILL CEMETERY OFFICE

1304 W LAMAR

Operating Hours: Monday thru Friday – 8 am to 5 pm

Service Frequency: 2 days per week

Square Feet: 1,330 (all Non-carpeted)

Total Cost per Month (includes daily, weekly, monthly & additional task): _____

Total Costs for Twice-Yearly and Yearly Tasks (combined): _____

EQUIPMENT SERVICES BUILDING

100 S RUSK

Operating Hours: Monday thru Friday – 8 am to 5 pm

Service Frequency: 5 days per week (Must be done during working hours)

Square Feet: 2,958 (Carpeted: 1,488/Non-carpeted: 1,470)

Total Cost per Month (includes daily, weekly, monthly & additional task): _____

Total Costs for Twice-Yearly and Yearly Tasks (combined): _____

VEHICLE SERVICE CENTER RESTROOMS

815 SE E Street

Operating Hours: Monday – Friday 8am-5pm

Service Frequency: 1 day a week on Wednesday

Square Feet: 270 non carpeted

Total Cost per Month (includes daily, weekly, monthly & additional task): _____

Total Costs for Twice-Yearly and Yearly Tasks (combined): _____

SOLID WASTE RECYCLING

811 South East Street

Operation Hours: Monday – Friday 8am – 5pm

Service Frequency: 2 days per week on Tuesday & Thursday

Square Footage: 2500 non carpeted

Total Cost per Month (includes daily, weekly, monthly & additional task): _____

Total Costs for Twice-Yearly and Yearly Tasks (combined): _____

STREET DEPARTMENT

800 East Street

Operation Hours: Monday – Friday 8am-5pm

Service Frequency: 2 days per week, Tuesday & Thursday

Square Footage: 2000 non carpeted

Total Cost per Month (includes daily, weekly, monthly & additional task): _____

Total Costs for Twice-Yearly and Yearly Tasks (combined): _____

INFLOW & INFILTRATION

803 S East Street

Operation Hours: Monday – Friday 8am- 5pm

Service Frequency: 1 day per week on Wednesday

Square Footage: 206 non carpeted

Total Cost per Month (includes daily, weekly, monthly & additional task): _____

Total Costs for Twice-Yearly and Yearly Tasks (combined): _____

FACILITY SERVICES SHOP

1003 N. Wharton

Operating Hours: Monday thru Friday – 8am-5pm

Service Frequency: 2 days per week - Tuesdays & Thursdays

Square Feet: Front Bathroom: 8x8 w/ tile flooring; Rear Bathroom: 5x5 w/ painted wood floors; Breakroom: 22x22 w/ laminate wood look floors & wood countertops

Additional Tasks:

- Weekly – Dust mop once per week & clean bathrooms
- Weekly – Damp mop once per week & clean bathrooms

Total Cost per Month (includes daily, weekly, monthly & additional task): _____

Total Costs for Twice-Yearly and Yearly Tasks (combined): _____

MUNICIPAL BUILDING – KIDD KEY AUDITORIUM LOBBY AREAS

405 N. Rusk

Operating Hours: Monday thru Friday – 8am-5pm

Service Frequency: 2 days per week - Tuesdays & Thursdays

Square Feet: Lobby: 3,819 terrazzo flooring, Restrooms: 1,824 ceramic tile flooring

(1st Floor Lobby, 3rd Floor Lobby, Woodroom, and Two Restrooms)

Additional Tasks: Basement hallway and all three flights of stairwell, north & south sides.

Total Cost per Month (includes daily, weekly, monthly & additional task): _____

Total Costs for Twice-Yearly and Yearly Tasks (combined): _____

Below, the individual must be authorized to sign on behalf of the company submitting the proposal. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of ninety (90) days.

IX. AUTHORIZED SIGNATURE

Signature and Date

Company Name

Print Name

Company Address

Title

City, State and Zip Code

Telephone Number

Fax Number

Federal Tax ID Number

Email Address

TEXAS ETHICS FORM 1295 & VERIFICATION FORM 2270

NOTE: TEC Form 1295 will not be required for all submitting contractors, but, will be required from the recommended contractor prior to award. Verification Form 2270 is required with all proposal submittals. See next page for forms.

INSTRUCTIONS for State Law Mandated Certificate of Interested Parties Form (Form 1295)

1. Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Sherman City Council must be accompanied by an original signature unsworn declaration, Certificate of Interested Parties, Form 1295.
2. Form 1295 must be completed in accordance with the TEC Rules: (<https://www.ethics.state.tx.us/legal/ch46.html>) and Section 2252.908 of the Texas Government Code, as amended: (<http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB01295F.htm>).
3. For questions or issues regarding the TEC rules and state law provisions and how Form 1295 should be completed, please consult with your own legal counsel.
4. In order to fill out and submit Form 1295, you will need to log in as directed on the TEC website: [https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf%20info%20form1295.htm)

Tutorials for creating an account and for creating and submitting Form 1295 may also be found on this web page.
5. Please provide the bolded information exactly as it appears below when creating your certificate:

Who is the contract with? Click the button for **Other**

Governmental Entity

Agency/Entity Name: **City of Sherman**

Contract ID Number: **2025-25**

Description of Goods and Services to be provided: **Request for Proposal for Janitorial Cleaning Services**
6. All other fields as required or as applicable to the individual vendor must be completed as explained in the tutorial video.
7. Vendors must provide a signed, original signature copy of this form along with four signed, notarized, original signature copies of the contract no later than 14 days after Notice of Recommendation for Award is received. All documents shall be signed by an Officer, Director or other Authorized Agent of the company. If the individual signing as Authorized Agent is not an officer or director of the company, appropriate documentation must be included with these documents to confirm that the individual has the authority to bind the company contractually.

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,
2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name & Title: _____

Firm Name: _____

Date Signed: _____

NOTARIZATION

THE STATE OF _____)

_____)

COUNTY OF _____)

BEFORE ME, the undersigned notary public on this day personally appeared _____, on behalf of _____ (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 202__.

NOTARY PUBLIC IN AND
FOR THE STATE OF _____

The following definitions apply to Texas Government Code Section 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

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

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

Exhibit C

City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

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

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

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

IV. INSURANCE CHECKLIST – “X” means that the following coverage is required for this Agreement.

	Coverage Required	Limits
<u> X </u>	1. Worker’s Compensation & Employer’s Liability	▪ Statutory Limits of the State of Texas
<u> X </u>	2. General Liability	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	3. XCU Coverage	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	4. Professional Liability	▪ Minimum \$1,000,000.00 each claim; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of \$ 2,000,000.00.
<u> X </u>	6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.	
<u> X </u>	7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

- X 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).
- X 10. The Certificate of Insurance must state the project title.
- ___ 11. Other Insurance Requirements (State Below):

Exhibit D
Affidavit of No Prohibited Interest

THE STATE OF _____ §

THE COUNTY OF _____ §

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

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

- _____ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- _____ Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.
- _____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- _____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000).
- _____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.
- _____ Other: _____.
- _____ None of the Above.

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

Signed this ____ day of _____, 202__.

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 202__.

Notary Public in and for the State of _____
My commission expires: _____

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

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

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

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

AGREEMENT FOR JANITORIAL SERVICES

The **City of Sherman, Texas**, a home-rule municipality ("City"), and _____, a _____ ("Contractor"), hereby enter into this agreement for janitorial services ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City desires to engage Contractor to perform janitorial services under the terms and conditions of this Agreement.

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

1. Scope of Services.
Contractor shall provide the services and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").
2. Term.
The initial term of the Agreement shall be for a period of one (1) year, commencing on the Effective Date (hereinafter defined) of this Agreement. City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.
3. Compensation.
In exchange for Contractor's performance of the Services in accordance with the Agreement Documents, City agrees to pay Contractor in accordance with the Quote (Exhibit A). To the extent the terms of the Agreement Documents conflict with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, as amended ("Chapter 2251") or Subchapter I of Chapter 271 of the Texas Local Government Code, as amended ("Chapter 271"), the terms of Chapter 2251, Chapter 271 and the Agreement Documents shall control in that order.

City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the 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.

4. Agreement Documents.

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

- A. This Agreement;
- B. The Bid Request, attached hereto as Exhibit A;
- C. The Submittal, attached hereto as Exhibit B;
- D. City’s Insurance Requirements, attached hereto as Exhibit C;
- E. Affidavit of No Prohibited Interest, attached hereto as Exhibit D; and
- F. Conflict of Interest Questionnaire, attached hereto as Exhibit E.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City’s interpretation and/or decision shall be final and binding.

5. Entire Agreement.

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

6. Required Insurance.

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

7. No Prohibited Interest; Vendor Disclosure.

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

8. Indemnity.

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

LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

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

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

9. 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.

10. Compliance with Laws; Standard of Care.

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

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

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without 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.

12. Authority to Execute.

Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.

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

14. No Waiver of Immunity.

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

15. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.
16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
17. Attorneys' Fees.
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 the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
18. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
19. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.
20. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
21. 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.
22. Indemnity.
The parties agree that the indemnity provision set forth in Section 8 herein is conspicuous and the parties have read and understood the same.
23. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and

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

If to Contractor, to:

Attn: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

If to City, to:

City of Sherman
Attn: Dr. Zachary Flores, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: zacharyf@cityofsherman.com

With a copy to:

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

24. Representations.

Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.

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.

26. Incorporation of Recitals.

The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Contractor.

27. Reference to Contractor.

When referring to “Contractor” herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

28. Reference to City.

When referring to “City” herein, 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.

29. Miscellaneous Drafting Provisions.

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

30. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party’s signature below) will be deemed the effective date of this Agreement (“Effective Date”).

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager
Date: _____

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Leah Roberts, Acting City Clerk

Ryan D. Pittman, City Attorney

a Texas corporation

By: _____
Printed Name: _____
Title: _____
Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the _____ (title) and duly authorized representative for _____, a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202_.

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



Addendum #1

Janitorial Cleaning Services Bid No. 2025-19

To better coordinate site visitation for prospective bidders, the following change to the Request for Proposals has been made:

A **Non-Mandatory** Pre-Bid Conference will be held at 10 AM, August 26, 2025, in the Administrative Services Conference Room, located at City Hall, 220 W. Mulberry Street, Sherman, Texas 75090. The pre-bid conference will involve discussion and questions pertaining to general bid information, bid specifications, and the scope of the bid only. ~~ALL site visit requests must be scheduled at a separate time. To schedule a site visit, all interested parties must contact Mike Ree at 903-892-7150.~~ **Immediately following the pre-bid conference, City staff will conduct site visits to any location relevant to this RFP. This will be the only opportunity for site visits.**

****Answer to questions from vendor inquiries****

1) Who is the vendor currently contracted for janitorial cleaning services?

Entrust One

2) Is the City specifying what brands of cleaning products are acceptable?

In this Request for Proposal, the City did not list any specific brands, so contractors may opt for any brand name. Generic alternatives are not allowed.

3) What is the current contract pricing?

See the following pages

VIII. FACILITIES LISTING

The following City facilities are covered in this RFP. The list below identifies the location, operating hours, service frequency, square footage, special janitorial needs (in addition to the daily, weekly, monthly and yearly tasks identified in Section V.) and other relevant comments for each facility. **The contractor will propose the total cost per month (daily, weekly, monthly and additional tasks combined) for each facility and a separate total cost for twice yearly and yearly tasks for each facility.** The costs per location will be used to calculate an overall budgetary total and compare proposals.

CITY HALL

220 W Mulberry

Operating Hours: Monday & Tuesday – 8 am to 7 pm (during certain weeks); Wednesday thru Friday – 8 am to 5 pm

Service Frequency: 5 days per week (Monday thru Friday)

Square Feet: 9,534 (Carpeted: 6,894/Non-carpeted: 2,640)

Comments:

No janitorial services will be performed while public meetings are being held in the building. Typically, these meetings are held on Monday or Tuesday evenings between the hours of 5 pm to 7 pm, during certain weeks of the month. The City's designated representative will provide reasonable advance notice to the contractor if public meetings are planned for days other than Monday and Tuesday.

Additional Janitorial Tasks:

- Daily - Vacuum entire City Manager's suite, including reception area, City Manager's office, Assistant City Manager's office, Director of Public Services' office, City Attorney's office and conference rooms
- Daily - Place coffee pots in dishwasher and start wash cycle

Total Cost per Month (includes daily, weekly, monthly & additional task): \$1,529.87

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$3,730.04

LIBRARY

421 N Travis

Operating Hours: Monday & Wednesday - 9 am to 6 pm; Tuesday & Thursday - 9 am to 8 pm; Friday – 10 am to 6 pm; Saturday 11 am to 5 pm

Service Frequency: 6 days per week (Monday thru Saturday)

Square Feet: 11,607 (Carpeted: 10,206/Non-carpeted: 1,401)

Additional Janitorial Tasks:

- Weekly – dust all chairs and reading table areas
- Daily - systematically dust bookshelves (not ALL shelves need to be dusted daily, but over the course of a week each shelf should be dusted at least once)
- Monthly – scrub exposed aggregate (cobblestone) in main entrance

Total Cost per Month (includes daily, weekly, monthly & additional task): \$1,981.62

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$4,533.19

PARKS & RECREATION ACTIVITY CENTER

1003 N East

Operating Hours: Monday thru Friday – 8 am to 9 pm; Saturday - 8 am to 3 pm

Service Frequency: 5 days per week (Monday thru Friday)

Square Feet: 3,768 (Carpeted: 3,156/Non-carpeted: 612)

Total Cost per Month (includes daily, weekly, monthly & additional task): \$ 604.62

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$1,588.29

GLENNIE O HAM CENTER (PARKS & RECREATION ADMINISTRATIVE OFFICES)

1002 N Music

Operating Hours: Monday thru Friday – 8 am to 9 pm; Saturday - 8 am to 3 pm

Service Frequency: 5 days per week (Monday thru Friday)

Square Feet: 3,150 (Carpeted: 359/Non-carpeted: 2,791)

Total Cost per Month (includes daily, weekly, monthly & additional task): \$505.46

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$1,267.30

SENIOR CITIZEN CENTER

1500 N Broughton

Operating Hours: Monday, Wednesday & Friday - 8 am to 5 pm; Tuesday & Thursday – 8 am to 8 pm; occasional weekend events (10 -15 events annually; City staff will provide a minimum of one (1) weeks' notice)

Service Frequency: 5 days per week (Monday thru Friday)

Square Feet: 7,546 (Carpeted: 4,956/Non-carpeted: 2,590)

Comments: No cleaning of the kitchen area maintained by the Meals on Wheels program is required under this contract. Janitorial services will be performed immediately following special evening and weekend events held in the building. The City's designated representative will provide a minimum of one (1) weeks' notice to the contractor of such dates.

Total Cost per Month (includes daily, weekly, monthly & additional task): \$1,236.51

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$2,861.12

UTILITIES LAB

288 Post Oak Rd

Operating Hours: Monday thru Friday - 8 am to 5 pm; Saturday – 8 am to 2 pm; Sunday – 8am to 11 am

Service Frequency: 5 days per week (Monday thru Friday)

Square Feet: 3,851 (Carpeted: 1,655/Non-carpeted: 2,196)

Comments: No dusting or cleaning of cabinets, shelving, bookshelves, sinks, countertops or other surfaces in dedicated laboratory areas.

Additional Tasks:

- Daily – maintain hand soap dispensers and paper towels dispensers in break room and dedicated laboratory areas
- Daily – maintain hand sinks in dedicated laboratory areas the same as restrooms sinks
- Weekly – vacuum carpeted mats in dedicated laboratory areas.

Total Cost per Month (includes daily, weekly, monthly & additional task): \$625.40

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$ 1,340.83

MUNICIPAL AIRPORT

1200 S Dewey

Operating Hours: Monday thru Sunday – 9 am to 5 pm

Service Frequency: 3 days per week (Monday, Wednesday, Friday)

Square Feet: 1,270 (Carpeted: 1,028/Non-carpeted: 242)

Total Cost per Month (includes daily, weekly, monthly & additional task): \$154.92

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$498.43

UNASSIGNED FACILITY (Former Police Department Facility)

317 S Travis

Operating Hours: Monday thru Friday – 8 am to 5 pm

Service Frequency: 2 days per week

Square Feet: 9,153 (Carpeted: 5,380/Non-carpeted: 3,501/Non-carpeted steps: 68 (1'x1'x4'))

Total Cost per Month (includes daily, weekly, monthly & additional task): \$872.00

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$3,455.84

MUNICIPAL BUILDING

405 N Rusk

Operating Hours: Monday thru Friday – 8 am to 5 pm

Service Frequency: 5 days per week

Square Feet: See breakdown in Additional Tasks section below:

Additional Cleaning Tasks:

- Daily – Office space sq. ft.: 6,123
- Daily – Halls & stair landings sq. ft.: 2,976
- Daily – All three flights of stairways on North and South

- Daily – Entry glass cleaned
- Daily – Elevators (both carpeted)
- Daily – Break room (Carpeted: 150 sq. ft.)
- Daily – All restrooms cleaned/stocked
- Weekly – Dust mop 2nd floor Key-Key stage (wood)
- Weekly – Vacuum & remove trash in Court & Jury Rooms (Carpeted: 1,078 sq. ft.)
- Weekly – Vacuum & remove trash 3rd floor Computer Training room (Carpeted: 494 sq. ft.)
- Weekly – Clean outside Entrances
- Quarterly – Detail cleaning of office space
- Quarterly – Hall, landings & entry way floors polished
- Quarterly – Scrub ceramic tiled floors (1st floor restrooms)
- Twice Yearly – Steam clean carpets
- Twice Yearly – Power wash entry areas
- Yearly – Strip & wax hallways, entrances, stairway landings & other floors not composed of ceramic tiles.

Total Cost per Month (includes daily, weekly, monthly & additional task): \$1660.80

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$3,879.56

TAYLOR STREET GYM

1121 W Taylor

Operating Hours: Monday thru Friday – 3:30 pm to 5 pm; additionally: Tues., Thurs. & Fri. 9 am to 12 pm

Service Frequency: 2 days per week (must be after 9pm closing)

Square Feet: 8,150 (Carpet: 150/Non-carpeted: 600/Gym floor: 7,400)

Additional Tasks:

- Weekly – Dust mop once per week & clean bathrooms
- Weekly – Damp mop once per week & clean bathrooms

Total Cost per Month (includes daily, weekly, monthly & additional task): \$937.39

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$ 3,195.58

WATER MAINTENANCE SHOP

805 S East

Operating Hours: Monday thru Friday – 8 am to 5 pm

Service Frequency: 2 days per week

Square Feet: 1,147 (Carpeted: 170/Non-carpeted: 977)

Total Cost per Month (includes daily, weekly, monthly & additional task): \$153.22

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$471.03

WEST HILL CEMETERY OFFICE

1304 W LAMAR

Operating Hours: Monday thru Friday – 8 am to 5 pm

Service Frequency: 2 days per week

Square Feet: 1,330 (all Non-carpeted)

Total Cost per Month (includes daily, weekly, monthly & additional task): \$531.17

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$471.03

EQUIPMENT SERVICES BUILDING

100 S RUSK

Operating Hours: Monday thru Friday – 8 am to 5 pm

Service Frequency: 5 days per week (Must be done during working hours)

Square Feet: 2,958 (Carpeted: 1,488/Non-carpeted: 1,470)

Total Cost per Month (includes daily, weekly, monthly & additional task): \$601.13

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$1,051.62

VEHICLE SERVICE CENTER RESTROOMS

815 SE E Street

Operating Hours: Monday – Friday 8am-5pm

Service Frequency: 1 day a week on Wednesday

Square Feet: 270 non carpeted

Total Cost per Month (includes daily, weekly, monthly & additional task): \$148.40

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$97.85

SOLID WASTE RECYCLING

811 South East Street

Operation Hours: Monday – Friday 8am – 5pm

Service Frequency: 2 days per week on Tuesday & Thursday

Square Footage: 2500 non carpeted

Total Cost per Month (includes daily, weekly, monthly & additional task): 530.00

Total Costs for Twice-Yearly and Yearly Tasks (combined): 901.25

STREET DEPARTMENT

800 East Street

Operation Hours: Monday – Friday 8am-5pm

Service Frequency: 2 days per week, Tuesday & Thursday

Square Footage: 2000 non carpeted

Total Cost per Month (includes daily, weekly, monthly & additional task): \$458.98

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$721.00

INFLOW & INFILTRATION

803 S East Street

Operation Hours: Monday – Friday 8am- 5pm

Service Frequency: 1 day per week on Wednesday

Square Footage: 206 non carpeted

Total Cost per Month (includes daily, weekly, monthly & additional task): \$229.49

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$97.85



Addendum #1

Request for Proposals – Janitorial Cleaning Services -- Bid No. 2023-21

Below are location additions to the scope of this bid:

FACILITY SERVICES SHOP

1003 N. Wharton

Operating Hours: Monday thru Friday – 8am-5pm

Service Frequency: 2 days per week - Tuesdays & Thursdays

Square Feet: Front Bathroom: 8x8 w/ tile flooring; Rear Bathroom: 5x5 w/ painted wood floors; Breakroom: 22x22 w/ laminate wood look floors & wood countertops

Additional Tasks:

- Weekly – Dust mop once per week & clean bathrooms
- Weekly – Damp mop once per week & clean bathrooms

Total Cost per Month (includes daily, weekly, monthly & additional task): \$220.00

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$ 97..85

MUNICIPAL BUILDING – KIDD KEY AUDITORIUM LOBBY AREAS

405 N. Rusk

Operating Hours: Monday thru Friday – 8am-5pm

Service Frequency: 2 days per week - Tuesdays & Thursdays

Square Feet: Lobby: 3,819 terrazzo flooring, Restrooms: 1,824 ceramic tile flooring

(1st Floor Lobby, 3rd Floor Lobby, Woodroom, and Two Restrooms)

Additional Tasks: Basement hallway and all three flights of stairwell, north & south sides.

Total Cost per Month (includes daily, weekly, monthly & additional task): \$ 665.00

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$ 975.00



Addendum #2

Janitorial Cleaning Services Bid No. 2025-19

This addendum includes questions and answers to potential bidder questions. Additionally, we are adding the Tourism Department location, Wastewater Treatment Plant modular building, and posting the pre-bid attendance sheet. This addendum makes all included information available for all bidders.

- 1) Could you please confirm the total cleanable square footage for the Municipal Building? [As listed.](#)**
- 2) Does the City observe 11 holidays, and is coverage is required?
[City of Sherman observes New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.](#)
[Services are required either immediately before or after an observed holiday.](#)**
- 3) What type of flooring is in the Taylor Street Gym? [Rubber flooring.](#) Is specialty floor maintenance required? [The City will provide a "Zamboni-style" floor cleaning machine for use by the awarded contractor.](#)**
- 4) What are the specialty cleaning requirements or equipment for the Municipal Building elevators? [Wipe down elevator keypads/rails and vacuum.](#)**
- 5) Is the Utilities Lab currently under construction? [Yes](#) Are services currently being provided? [Yes](#) What is the estimated timeline for completion of the renovations? [November 1, 2025](#)**
- 6) Under the evaluation criteria, supplies are listed at 10%. Would you like proposed cleaning supplies and equipment to be submitted? [Yes](#)**

7) Where will the day porter be stations? Refer to page 17 of the RFP. Is this a roaming day porter moving between buildings and responding to janitorial emergencies? Refer to page 17 of the RFP.

8) Where would you like bidders to list the allocated day porter cost? Bidders are expected to incorporate all labor into their site costs. There is no specific line item for the day porter.

9) How many feet outside of entry areas is the annual power washing requirement? Same areas. For the Municipal Building, the scope will not include the third floor exterior windows.

10) How many feet outside of entries is the external debris collection requirement? Outside area requirements extend to covered areas and immediate approach areas.

11) Do employees require background checks and will the City or Contractor conduct these checks? Background checks are to be conducted by the Contractor.

Additional location:

TOURISM

100 N. Travis

**Operating Hours: Monday thru Friday – 8 am
to 5 pm**

Service Frequency: 1 day per week

Square Feet: approximately 1,000 (all concrete)

Total Cost per Month (includes daily, weekly, monthly & additional task):

Total Costs for Twice-Yearly and Yearly Tasks (combined): _____

WASTEWATER TREATMENT PLANT MODULAR BUILDING

228 Post Oak Rd

Operating Hours: Monday thru Friday – 8 am
to 5 pm; Saturday – 8 am to 2 pm; Sunday 7 am
to 4 pm

Service Frequency: 5 day per week

Square Feet: 26x68 modular (all tile flooring)

Total Cost per Month (includes daily, weekly, monthly & additional task):

Total Costs for Twice-Yearly and Yearly Tasks (combined): _____

City of Sherman
Finance Department
Request for Proposals – Annual Requirements for Janitorial Cleaning Services
Pre-Bid/Site Visit
August 26, 2025 10AM

In attendance:

Name	Company	Email
David EOM	Global Building Maintenance	david@greaninc.com
Mike STEVENSON	Member's Building Maintenance	mikes@members1st.com
Randy Jones	Give Clean	randy@giveservices.com
MIKE TURNER	EVE CLEANING	MIKE@EVECLEANING.COM
Idofi A - Boach	Rik Janitorial	rikjanitorialservice@yahoo.com
ANDRE' Luper	The Camp Cleaners	thecampsports@gmail.com
Nekochia Luper	The Camp Cleaners	nekochiatutt@gmail.com
Melvin Dunlap	Dun-Al'Cleaning	dunata@duncleaners@gmail.com
Tony Flores	TNT Trades	tnttradesllc@gmail.com
Shannon Karalla	Eve Cleaning	Shannon@evecleaning.com
Nixon Shum	Oriental Building Services	nshum@obsusa.net
Joshua Prescott	Regent Services	jprescott@regentsvc.com
Enrique Garcia	Ambassador Service	Enrique.Garcia@ahesdc.



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

**Request for Proposals for
Janitorial Cleaning Services
Bid Response for RFP No.2025-25**

REPOSE DUE DATE: 09/02/2025 @ 2:00 PM



GLOBAL BUILDING MAINTENANCE, INC.

11126 Shady Trail #117
DALLAS, TX 75229
TEL: (972) 620-7338 FAX: (972) 620-7271

INDEX

- 1. Proposal of Bidders**
- 2. Proposal Specifications**
- 3. Cost per month and Yearly Tasks**
- 4. Affidavit of No Prohibited Interest**
- 5. Conflict of Interest Questionnaire**
- 6. Verification Required by Texas
Government Code Chapter 2270**
- 7. Detailed Operational Plan**
- 8. Damage and Accident Report forms**
- 9. Chemical Supplies List**
- 10. GBM Company's History**
- 11. Full Identification**
- 12. Key Personnel**
- 13. Hiring Polices**
- 14. Training**
- 15. Management Plan**
- 16. C.O.I**
- 17. NCTRCA**
- 18. Texas Hub**
- 19. W-9**

PROPOSAL OF BIDDERS

The following RFP is made for furnishing the materials/services for the city of Sherman, Texas.

The undersigned declares that the amount and nature of the materials/services to be furnished is understood and that the nature of this bid is in strict accordance with the conditions set forth and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

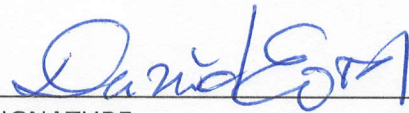
The undersigned, in submitting this bid, represents that they are an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, age or sex in the performance of this contract.

The undersigned hereby proposes to furnish the items on, F.O.B. Sherman, Texas, freight pre-paid at the unit prices quoted herein after notice of bid award.

The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual and has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this bid.

Annual Requirements for Janitorial Cleaning Services
No# 2025-25

Respectfully Submitted,



SIGNATURE

08/28/2025

DATE

David Eom

PRINTED NAME

Operations Director

TITLE

Global Building Maintenance, Inc.

COMPANY NAME

David Eom

CONTACT PERSON (Must have knowledge of Bid)

BILLING ADDRESS	P.O. BOX 29009	Dallas	TX	75229
	STREET	CITY	STATE	ZIP

MAILING ADDRESS	11126 Shady Trail #117	Dallas	TX	75229
	STREET	CITY	STATE	ZIP

(972) 620-7338

PHONE NUMBER

david@gylaninc.com

E-MAIL ADDRESS

FAX NUMBER

II. PROPOSAL SPECIFICATIONS

Please provide the following information:

Independent contractor's qualifications

Years in business *14 years*

Experience in providing the level and type of service specified in the proposal. **Note: Contractors with at least one (1) client with multiple sites totaling 50,000 square feet of cleaning and two (2) years of continuous service are preferred.**

Bank references, complete with name and phone number of contact person

1) *Shinhan Bank America (972) 406-3540*

Provide at least three (3) current references of janitorial services agreements covering similar services listing within this proposal packet. Include company name, contact name and phone number.

1) *City of Cleburne*
Brian Wintermeier (817) 556-8839 brian.wintermeier@cleburne.net
100,000 Sq ft/ Citywide Janitorial Services

2) *City of Celina*
German Munoz (214) 548-7672 gmunoz@celina-tx.gov
120,000 Sq ft/ Citywide Janitorial Services

3) *City of Duncanville*
Craig Brasfield (972) 331-8819 craig.brasfield@duncanvilletx.gov
70,900 Sq ft/ Recreation Center Day porter and Night Cleaning Services

Please include additional pages as needed.

VIII. FACILITIES LISTING

The following City facilities are covered in this RFP. The list below identifies the location, operating hours, service frequency, square footage, special janitorial needs (in addition to the daily, weekly, monthly and yearly tasks identified in Section V.) and other relevant comments for each facility. **The contractor will propose the total cost per month (daily, weekly, monthly and additional tasks combined) for each facility and a separate total cost for twice yearly and yearly tasks for each facility.** The costs per location will be used to calculate an overall budgetary total and compare proposals.

CITY HALL

220 W Mulberry

Operating Hours: Monday & Tuesday – 8 am to 7 pm (during certain weeks); Wednesday thru Friday – 8 am to 5 pm

Service Frequency: 5 days per week (Monday thru Friday)

Square Feet: 9,534 (Carpeted: 6,894/Non-carpeted: 2,640)

Comments:

No janitorial services will be performed while public meetings are being held in the building. Typically, these meetings are held on Monday or Tuesday evenings between the hours of 5 pm to 7 pm, during certain weeks of the month. The City's designated representative will provide reasonable advance notice to the contractor if public meetings are planned for days other than Monday and Tuesday.

Additional Janitorial Tasks:

- Daily - Vacuum entire City Manager's suite, including reception area, City Manager's office, Assistant City Managers' offices, Executive Director of Administration's office, and conference rooms
- Daily - Place coffee pots in dishwasher and start wash cycle

Total Cost per Month (includes daily, weekly, monthly & additional task): \$1,790.00

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$2,650.00

LIBRARY

421 N Travis

Operating Hours: Monday & Wednesday - 9 am to 6 pm; Tuesday & Thursday - 9 am to 8 pm; Friday – 10 am to 6 pm; Saturday 11 am to 5 pm

Service Frequency: 6 days per week (Monday thru Saturday)

Square Feet: 11,607 (Carpeted: 10,206/Non-carpeted: 1,401)

Additional Janitorial Tasks:

- Weekly – dust all chairs and reading table areas
- Daily - systematically dust bookshelves (not ALL shelves need to be dusted daily, but over the course of a week each shelf should be dusted at least once)
- Monthly – scrub exposed aggregate (cobblestone) in main entrance

Total Cost per Month (includes daily, weekly, monthly & additional task): \$2,200.00

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$3,485.00

PARKS & RECREATION ACTIVITY CENTER

1003 N East

Operating Hours: Monday thru Friday – 8 am to 9 pm; Saturday - 8 am to 3 pm

Service Frequency: 5 days per week (Monday thru Friday)

Square Feet: 3,768 (Carpeted: 3,156/Non-carpeted: 612)

Total Cost per Month (includes daily, weekly, monthly & additional task): \$640.00

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$1,172.00

GLENNIE O HAM CENTER (PARKS & RECREATION ADMINISTRATIVE OFFICES)

1002 N Music

Operating Hours: Monday thru Friday – 8 am to 9 pm; Saturday - 8 am to 3 pm

Service Frequency: 5 days per week (Monday thru Friday)

Square Feet: 3,150 (Carpeted: 359/Non-carpeted: 2,791)

Total Cost per Month (includes daily, weekly, monthly & additional task): \$560.00

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$1,565.00

SENIOR CITIZEN CENTER

1500 N Broughton

Operating Hours: Monday, Wednesday & Friday - 8 am to 5 pm; Tuesday & Thursday – 8 am to 8 pm; occasional weekend events (10 -15 events annually; City staff will provide a minimum of one (1) weeks' notice)

Service Frequency: 5 days per week (Monday thru Friday)

Square Feet: 7,546 (Carpeted: 4,956/Non-carpeted: 2,590)

Comments: No cleaning of the kitchen area maintained by the Meals on Wheels program is required under this contract. Janitorial services will be performed immediately following special evening and weekend events held in the building. The City's designated representative will provide a minimum of one (1) weeks' notice to the contractor of such dates.

Total Cost per Month (includes daily, weekly, monthly & additional task): \$1,300.00

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$2,244.00

UTILITIES LAB - Current

288 Post Oak Rd

Operating Hours: Monday thru Friday - 8 am to 5 pm; Saturday – 8 am to 2 pm; Sunday – 7am to 4 pm

Service Frequency: 5 days per week (Monday thru Friday)

Square Feet: 3,851 (Carpeted: 1,655/Non-carpeted: 2,196)

Comments: No dusting or cleaning of cabinets, shelving, bookshelves, sinks, countertops or other surfaces in dedicated laboratory areas.

Additional Tasks:

- Daily – maintain hand soap dispensers and paper towels dispensers in break room and dedicated laboratory areas
- Daily – maintain hand sinks in dedicated laboratory areas the same as restrooms sinks
- Weekly – vacuum carpeted mats in dedicated laboratory areas.

Total Cost per Month (includes daily, weekly, monthly & additional task): \$765.00

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$1,598.00

UTILITIES LAB – Post-renovations

288 Post Oak Rd

Operating Hours: Monday thru Friday - 8 am to 5 pm; Saturday – 8 am to 2 pm; Sunday – 7am to 4 pm

Service Frequency: 5 days per week (Monday thru Friday)

Square Feet: 6,956 (Carpeted: 2,911/Non-carpeted: 4,045)

Comments: No dusting or cleaning of cabinets, shelving, bookshelves, sinks, countertops or other surfaces in dedicated laboratory areas.

Additional Tasks:

- Daily – maintain hand soap dispensers and paper towels dispensers in break room and dedicated laboratory areas
- Daily – maintain hand sinks in dedicated laboratory areas the same as restrooms sinks
- Weekly – vacuum carpeted mats in dedicated laboratory areas.

Total Cost per Month (includes daily, weekly, monthly & additional task): \$1,400.00

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$2,290.00

MUNICIPAL AIRPORT

1200 S Dewey

Operating Hours: Monday thru Sunday – 9 am to 5 pm

Service Frequency: 3 days per week (Monday, Wednesday, Friday)

Square Feet: 1,270 (Carpeted: 1,028/Non-carpeted: 242)

Total Cost per Month (includes daily, weekly, monthly & additional task): \$240.00

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$411.00

COMMUNITY SERVICES BUILDING

317 S Travis

Operating Hours: Monday thru Friday – 8 am to 5 pm

Service Frequency: 2 days per week

Square Feet: 9,153 (Carpeted: 5,380/Non-carpeted: 3,501/Non-carpeted steps: 68 (1'x1'x4')

Total Cost per Month (includes daily, weekly, monthly & additional task): \$716.00

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$2,950.00

MUNICIPAL BUILDING

405 N Rusk

Operating Hours: Monday thru Friday – 8 am to 5 pm

Service Frequency: 5 days per week

Square Feet: See breakdown in Additional Tasks section below:

Additional Cleaning Tasks:

- Daily – Office space sq. ft.: 6,123
- Daily – Halls & stair landings sq. ft.: 2,976
- Daily – All three flights of stairways on North and South
- Daily – Entry glass cleaned
- Daily – Elevators (both carpeted)
- Daily – Break room (Carpeted: 150 sq. ft.)
- Daily – All restrooms cleaned/stocked
- Weekly – Dust mop 2nd floor Key-Key stage (wood)
- Weekly – Vacuum & remove trash in Court & Jury Rooms (Carpeted: 1,078 sq. ft.)
- Weekly – Vacuum & remove trash 3rd floor Computer Training room (Carpeted: 494 sq. ft.)
- Weekly – Clean outside Entrances
- Quarterly – Detail cleaning of office space
- Quarterly – Hall, landings & entry way floors polished
- Quarterly – Scrub ceramic tiled floors (1st floor restrooms)
- Twice Yearly – Steam clean carpets
- Twice Yearly – Power wash entry areas
- Yearly – Strip & wax hallways, entrances, stairway landings & other floors not composed of ceramic tiles.

Total Cost per Month (includes daily, weekly, monthly & additional task): \$1,790.00

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$3,995.00

TAYLOR STREET GYM

1121 W Taylor

Operating Hours: Monday thru Friday – 3:30 pm to 5 pm; additionally: Tues., Thurs. & Fri. 9 am to 12 pm

Service Frequency: 2 days per week (must be after 9pm closing)

Square Feet: 8,150 (Carpet: 150/Non-carpeted: 600/Gym floor: 7,400)

Additional Tasks:

- Weekly – Dust mop once per week & clean bathrooms
- Weekly – Damp mop once per week & clean bathrooms

Total Cost per Month (includes daily, weekly, monthly & additional task): \$615.00

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$1,100.00

WATER MAINTENANCE SHOP

805 S East

Operating Hours: Monday thru Friday – 8 am to 5 pm

Service Frequency: 2 days per week

Square Feet: 1,147 (Carpeted: 170/Non-carpeted: 977)

Total Cost per Month (includes daily, weekly, monthly & additional task): \$135.00

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$565.00

WEST HILL CEMETERY OFFICE

1304 W LAMAR

Operating Hours: Monday thru Friday – 8 am to 5 pm

Service Frequency: 2 days per week

Square Feet: 1,330 (all Non-carpeted)

Total Cost per Month (includes daily, weekly, monthly & additional task): \$152.00

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$698.00

EQUIPMENT SERVICES BUILDING

100 S RUSK

Operating Hours: Monday thru Friday – 8 am to 5 pm

Service Frequency: 5 days per week (Must be done during working hours)

Square Feet: 2,958 (Carpeted: 1,488/Non-carpeted: 1,470)

Total Cost per Month (includes daily, weekly, monthly & additional task): \$515.00

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$1,174.00

VEHICLE SERVICE CENTER RESTROOMS

815 SE E Street

Operating Hours: Monday – Friday 8am-5pm

Service Frequency: 1 day a week on Wednesday

Square Feet: 270 non carpeted

Total Cost per Month (includes daily, weekly, monthly & additional task): \$55.00

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$142.00

SOLID WASTE RECYCLING

811 South East Street

Operation Hours: Monday – Friday 8am – 5pm

Service Frequency: 2 days per week on Tuesday & Thursday

Square Footage: 2500 non carpeted

Total Cost per Month (includes daily, weekly, monthly & additional task): \$260.00

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$1,309.00

STREET DEPARTMENT

800 East Street

Operation Hours: Monday – Friday 8am-5pm

Service Frequency: 2 days per week, Tuesday & Thursday

Square Footage: 2000 non carpeted

Total Cost per Month (includes daily, weekly, monthly & additional task): \$215.00

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$1,050.00

INFLOW & INFILTRATION

803 S East Street

Operation Hours: Monday – Friday 8am- 5pm

Service Frequency: 1 day per week on Wednesday

Square Footage: 206 non carpeted

Total Cost per Month (includes daily, weekly, monthly & additional task): \$48.00

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$111.00

FACILITY SERVICES SHOP

1003 N. Wharton

Operating Hours: Monday thru Friday – 8am-5pm

Service Frequency: 2 days per week - Tuesdays & Thursdays

Square Feet: Front Bathroom: 8x8 w/ tile flooring; Rear Bathroom: 5x5 w/ painted wood floors; Breakroom: 22x22 w/ laminate wood look floors & wood countertops

Additional Tasks:

- Weekly – Dust mop once per week & clean bathrooms
- Weekly – Damp mop once per week & clean bathrooms

Total Cost per Month (includes daily, weekly, monthly & additional task): \$90.00

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$299.00

MUNICIPAL BUILDING – KIDD KEY AUDITORIUM LOBBY AREAS

405 N. Rusk

Operating Hours: Monday thru Friday – 8am-5pm

Service Frequency: 2 days per week - Tuesdays & Thursdays

Square Feet: Lobby: 3,819 terrazzo flooring, Restrooms: 1,824 ceramic tile flooring

(1st Floor Lobby, 3rd Floor Lobby, Woodroom, and Two Restrooms)

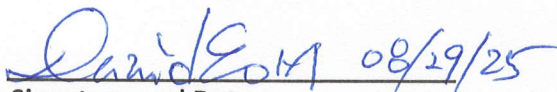
Additional Tasks: Basement hallway and all three flights of stairwell, north & south sides.

Total Cost per Month (includes daily, weekly, monthly & additional task): \$766.00

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$1,740.00

Below, the individual must be authorized to sign on behalf of the company submitting the proposal. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of ninety (90) days.

IX. AUTHORIZED SIGNATURE


Signature and Date

David Eom

Print Name

Operations Director

Title

(972) 620-7338

Telephone Number

27-4005534

Federal Tax ID Number

Global Building Maintenance, Inc.

Company Name

11126 Shady Trail #117

Company Address

Dallas, TX 75229

City, State and Zip Code

Fax Number

david@gylaninc.com

Email Address

7) Where will the day porter be stations? Refer to page 17 of the RFP. Is this a roaming day porter moving between buildings and responding to janitorial emergencies? Refer to page 17 of the RFP.

8) Where would you like bidders to list the allocated day porter cost? Bidders are expected to incorporate all labor into their site costs. There is no specific line item for the day porter.

9) How many feet outside of entry areas is the annual power washing requirement? Same areas. For the Municipal Building, the scope will not include the third floor exterior windows.

10) How many feet outside of entries is the external debris collection requirement? Outside area requirements extend to covered areas and immediate approach areas.

11) Do employees require background checks and will the City or Contractor conduct these checks? Background checks are to be conducted by the Contractor.

Additional location:

TOURISM

100 N. Travis

Operating Hours: Monday thru Friday – 8 am
to 5 pm

Service Frequency: 1 day per week

Square Feet: approximately 1,000 (all concrete)

Total Cost per Month (includes daily, weekly, monthly & additional task):

\$60.00

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$550.00

WASTEWATER TREATMENT PLANT MODULAR BUILDING

228 Post Oak Rd

Operating Hours: Monday thru Friday – 8 am
to 5 pm; Saturday – 8 am to 2 pm; Sunday 7 am
to 4 pm

Service Frequency: 5 day per week

Square Feet: 26x68 modular (all tile flooring)

Total Cost per Month (includes daily, weekly, monthly & additional task):

\$375.00

Total Costs for Twice-Yearly and Yearly Tasks (combined): \$1,100.00

Exhibit D
Affidavit of No Prohibited Interest

THE STATE OF TEXAS §

THE COUNTY OF DALLAS §

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

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

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

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

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

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

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

_____ Other: _____

V _____ None of the Above.

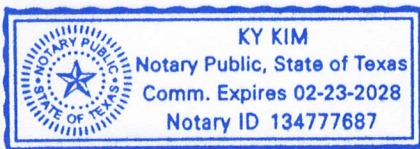
Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this 27 day of August, 2025.

David Eom
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared David Eom, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this 27 day of August, 2025.



Ky Kim
Notary Public in and for the State of Texas
My commission expires: 2/23/2028

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

Global Building Maintenance, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

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

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

☐ Yes

☒ No

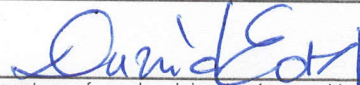
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

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

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

08/27/2025

Date

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,
2. Will not boycott Israel during the term of the contract.

SIGNED BY:

David Eom

Print Name & Title:

David Eom/ Operations Director

Firm Name:

Global Building Maintenance, Inc.

Date Signed:

08/27/2025

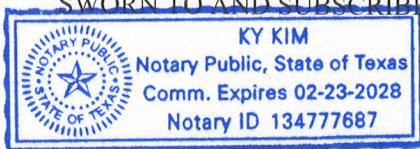
NOTARIZATION

THE STATE OF TEXAS

COUNTY OF Dallas

BEFORE ME, the undersigned notary public on this day personally appeared David Eom, on behalf of Global Building Maintenance, Inc. (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 27 day of August, 2025.



[Signature]
NOTARY PUBLIC IN AND
FOR THE STATE OF Texas

The following definitions apply to Texas Government Code Section 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

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

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

Detailed Operational Plan

City Of Sherman 8/27/2025

RFP No. #2025-25

General Cleaning(Daily, Weekly, Monthly & additional task)

	Building Name	sq.ft.	Night Cleaning	Day Cleaning	Cleaning Month	Proposal Hours/Day	Required Person	Hourly Rate
1	City Hall	9,534	5		\$1,790.00	3.50	2	\$13.00
2	Library	11,607	6		\$2,200.00	4.00	2	\$13.00
3	Parks & Recreation	3,768	5		\$640.00	1.25	1	\$13.00
4	Glennie O Ham Center	3,150	5		\$560.00	1.10	1	\$13.00
5	Senior Citizen Center	7,546	5		\$1,300.00	2.25	1	\$13.00
6	Utilities Lab	3,851	5		\$765.00	1.25	1	\$13.00
7	Utilities Lab Renovations	6,956	5		\$1,400.00	2.75	1	\$13.00
8	Municipal Airport	1,270	3		\$240.00	0.65	1	\$13.00
9	Community Services	9,153	2		\$716.00	3.50	2	\$13.00
10	Municipal Building	10,821	5		\$1,790.00	3.50	2	\$13.00
11	Taylor Street Gym	8,150	2		\$615.00	3.00	2	\$13.00
12	Water Maintenance Shop	1,147	2		\$135.00	0.60	1	\$13.00
13	West Hill Cemetry Office	1,330	2		\$152.00	0.60	1	\$13.00
14	Equipment Services Bldg	2,958		5	\$515.00	1.00	1	\$13.00
15	Vehicle Service Restroom	270	1		\$55.00	0.25	1	\$13.00
16	Solid Waste Recycling	2,500	2		\$260.00	1.25	1	\$13.00
17	Street Department	2,000	2		\$215.00	1.00	1	\$13.00
18	Inflow & Infiltration	206	1		\$48.00	0.25	1	\$13.00
19	Facilities Services Shop	573	2		\$90.00	0.30	1	\$13.00
20	Municipal Building	5,643	5		\$766.00	1.50	2	\$13.00
21	Tourism	1,000	1		\$60.00	0.25	1	\$13.00
22	Wastewater Treatment	1,768	5		\$375.00	0.75	1	\$13.00
	Day Porter					5.00	1	\$15.00
						39.50		
		86,217			\$14,687.00			

Night Crew	6
Day Porter	1
Night Supervisor	1
Project Manager	1
Total CREW	9

Damage and Accident Report forms

City Of Sherman

RFP No. #2025-25

Date: / /2025

Time:

	Building Name	Location or Room #	Damage Decription	Need to Repair A: asap
1	City Hall			
2	Library			
3	Parks & Recreation			
4	Glennie O Ham Center			
5	Senior Citzen Center			
6	Utlities Lab			
7	Municipal Airport			
8	Unassigned Facility			
9	Municipal Building			
10	Taylor Street Gym			
11	Water Maintenance Shop			
12	West Hill Cemetry Office			
13	Equipment Services Bldg			
14	Vehicle Service Restroom			
15	Solid Waste Recycling			
16	Street Department			
17	Inflow & Infiltration			
18	Facilities Services Shop			
19	Municipal Building			
21	Tourism			
22	Wastewater Treatment			

Name of Reporter	
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Chemical Supplies List

1.Product Name: Blue All Purpose Cleaner

Physical State Liquid Product Use: All Purpose Cleaner Concentrate

Color: Dark Blue Distributor Name: Pollock pH: 11.5-12.0

Distributor Address: 1 Pollock Place Specific Gravity: 1.03 Grand Prairie, TX 75050

Boiling/Condensation Point: Approximately 212°F

2.Product Name Blue Non-Butyl All Purpose Cleaner

Recommended use of the Chemical and Restrictions on Use Recommended Use All purpose cleaner concentrate. For industrial use.

Details of the Supplier of the Safety Data Sheet Pollock 1 Pollock Place Grand Prairie, TX 75050

3.Product Name: Neutral Daily Damp Mop

Physical State Liquid Product Use: Film Free Damp Mop Concentrate Color: Yellow

Distributor Name: Pollock pH: 8.0 – 8.5 Distributor Address: 1 Pollock Place Specific

Gravity: 1.00 Grand Prairie, TX 75050 Boiling/Condensation Point: Approximately 212°F

4.Product Name Neutral Daily Rinse Free Mop Cleaner

Recommended use of the Chemical and Restrictions on Use Recommended Use Film, free damp mop concentrate. For industrial use.

Details of the Supplier of the Safety Data Sheet Pollock 1 Pollock Place Grand Prairie, TX 75050

5. Product name Water Base Stainless Steel Maintainer

Company information Claire Manufacturing Co. 1005 S. Westgate Drive Addison, IL 60101

6. Product: ULTRA CLOROX REGULAR BLEACH

Description: CLEAR, LIGHT YELLOW LIQUID WITH A CHLORINE ODOR

Distributor: Clorox 1221 Broadway Oakland, CA 94612

7. Product name :AJAX CLEANER POWDER-OXYGEN BLEACH

Product code : 200000017621B01809190000

Company : Colgate-Palmolive Co Commerical Consumer Group 191 East Hanover Avenue Morristown, NJ 07960-3151

GBM Company's History

GBM

Global Building Maintenance, Inc. has been in business for almost 14 years. Employing almost 100 people, we service near 2.5 million square feet in the DFW area past two years. We are Minority Owned, (certified with NCTRCA and HUB), firm based in Dallas. We have built an excellent customer base in the private sector with over 120 years of combined management experience in our field.

Mission

To provide leadership in America's building services industry by following the principles of continuous quality improvement, developing our culturally diverse workforce, and maintaining a quality work environment for every customer. Global is a dynamic, experienced business dedicated to providing outstanding custodial and related facility maintenance and support services for corporate, manufacturing, local government and industrial clients.

Partnering Philosophy

Global operates on a philosophy of partnering with its corporate clients and suppliers who share the values of adhering to quality, integrity, and long-term relationships. We see our role as helping you to achieve your short and long range goals. This requires an active role in the formulation and implementation of quality/cost improvement strategies. From the outset of a client relationship, this philosophy is evidenced in full disclosure bids and proposals in which staffing, production levels, man hours, burden, overhead, and profit are disclosed.

Safety and Quality

As an innovator, Global has been at the forefront of our industry, anticipating the needs of clients like City of Celina, City of Cleburne, City of Duncanville, City of Coppell, THHS, Fed/Ex, TRS etc. in the area of quality. Global is committed to using environmentally safe products and processes. The health and safety of our associates and customers is a primary focus of our safety training and risk management programs. Global formalized its quality commitment with a continuous quality improvement process. Our system of continuous quality improvement is a key factor in our consistently high level of customer satisfaction.

Full identification of GBM organization, including principals and affiliations

Organization Name: Global Building Maintenance, Inc

Address: 11126 Shady Trail #117

City: Dallas **State:** Texas

Zip Code: 75229

Telephone No.: 972-620-7338 , **Fax No.:** 972-620-7271

Organization type: A Corporation Incorporated under the
laws of the state of Texas

Federal Vendor Id: 274005534

Sales Tax Id: 3-20430-6215-0

Dun#: 967751954

President: Keith Kim **Tel:** 469-878-1177

Contact Person: David Eom /Operations Director

Email address: david@gylaninc.com, **Tel:** 469-230-8681



Proposal Account Manager/Executive and Site Project manager

Day Porter /lead Supervisor: Cristian Armendariz

Cristian joined with GBM in 2019. She has experience for 12 years. Her expertise is Day Porter. She is very meticulous in cleaning and also very responsible. So she works hard. And she keeps her working hours accurately and good attendance. She is good at giving notice in advance when she has personal excuse. She is responsible to coordinate the jobs for the event crews.

Acct. Executive, Quality Control Manager/Inspector: David Eom

David Eom started as a Director Operations since May 2016 with GBM. He has experience for 25 years in distributions and manufacturing industries as a General Manager and Vice President in Purchasing. His expertise of managing employees and accounts will improve the quality of service for overall GBM customers. He graduated from Korean Air Force Academy and he is bi-lingual (English and Korean). He will do his consistency, dedication commitment to his company and customers. He is manager or been involved in accounts such as City of Dallas, Dallas County and Irving Arts Center.

Operations Director Assistance/Supervisor: Pedro Hernandez

Pedro joined with GBM in 2004. He has experience for 18 years. His expertise of both a residential and commercial cleaning service. And also Special floor jobs such as strip and wax as well as carpet cleaning. He is a manager of crews and responsible to coordinate the jobs for the crews.

GBM strongly feels that with these two managers leading the way, plus the other managers, supervisors, specialized and semi-specialized crew members to compliment, we can make a positive impact on your college campus facilities.

HIRING

DISCRIMINATION

In accordance with state and federal laws, no applicant may be denied employment with Global or in any other services or programs that Global offers due to their race, color, creed, religion, sex, national origin, disability, ancestry, age, sexual orientation, pregnancy, marital status or parental status.

SEXUAL HARRASSMENT

In accordance with federal and state laws, all unsolicited and unwarranted sexually discriminatory remarks, sexually derogatory statements or gestures and / or verbal sexual advances are strictly forbidden at any and at all times, both at corporate offices and on the premises of corporate clients and customers.

SCREEN AND SEARCH

All employees will be subject to a background check, a search of previous employment records and a random drug check at the discretion of Global.

REASONABLE ACCOMMODATION STATEMENT

It is the policy of Global to provide reasonable accommodations for qualified persons with disabilities who are employees or applicants for employment. If you need assistance or accommodations to interview because of a disability, contact David Eom at the office of Global, 972-620-7338. Employment opportunities will not be denied to anyone because of the need to make reasonable accommodations to a person's disability.

VERIFICATION OF LEGAL STATUS AND DOCUMENTS

It is the strict policy of Global to assure that ALL employees have been verified LEGAL to work in the United States, and to conduct business according to the law and its requirements. To assist with the implementation(s) of these procedures, Global has contracted with STRATEGIC OUTSOURCING, INC. All employee social security cards will be subject to verification through this service prior to employment. THERE WILL BE NO EXCEPTIONS.

HIRING POLICIES

HUMAN RESOURCE PHILOSOPHY

Global ability to succeed in this area is critical to a successful operation. As a service business, the quality of our associates determines the quality of our service. Our vision of being the employer of choice in our industry is achieved by hiring the best associates available, conducting on-going training sessions, and providing opportunities for advancement. We empower our associates to do the best job possible by giving them ownership of their work, and by giving back some of the savings from our quality improvement process in wages and incentives.

In order to fulfill Global vision of being the preferred employer in our industry, investment in our associates is critical. We want to provide each associate with an opportunity to develop their fullest potential and to be rewarded accordingly. The following is Global' performance evaluation procedures:

- Promotions are linked to associates' past performance as well as completion of training for the new position.
- All project managers' performance evaluations are based on the same criteria by which company performance is measured, such as: customer retention, customer surveys, project quality inspections, absenteeism, turnover, supply and labor budgets.

This process is guided and reviewed by upper management in order to foster and monitor professional development. Records of performance evaluations are kept in each associate's personnel file. The personnel files are kept at the respective project site where the associate works. The personnel file of each project manager is kept at the office of the Project Operations Manager.

TRAINING

1. Comprehensive Associate Development and Training Program

Global provides a comprehensive and ongoing training program which includes appearance, equipment, task, communication, and the process of continuous quality improvement to all employees. We believe that an effective training program improves efficiency, increases our associates' job satisfaction, and produces a higher clean for our clients. Therefore, in order to maintain a high level of professionalism, efficiency, and quality service, Global stresses continuing education and training for all associates.

2. Project Manager and Supervisor Training

Project managers and supervisors complete the Project Manager Training Checklist before starting work. Their direct supervisor or designee conducts the course. Completion of the Project Manager Training Checklist is required for promotion. Technical training continues in the field in coordination with suppliers on usage of chemicals and equipment.

Project managers and supervisors have training every other week. Training includes continuous improvement, time management, human resource management, safety, or other job related training. Attendance is reflected in the minutes from the meeting.

3. Hourly Associate Training

New hires complete the New Hire Training Checklist before starting work. Their direct supervisors or other designated trainer conducts the training. The completion of the New Hire Training Checklist is required for promotion.

Project managers encourage all associates to become trainers with special recognition of those who achieve that status. Periodic training in specific task areas such as carpet cleaning, stripping, waxing and buffing floors is provided at each project. Training records are maintained at each project location by the project manager.

4. Cross Training

Cross training is done wherever possible for all positions, especially those requiring specific knowledge or skills such as lead positions and strippers. A trained back up should always be available for such positions.

Performance

For our customers and their facilities we use a combination of area, team, and specialized cleaning.

Performance Cleaning

You will find that up to 93% of your investment with Global returns to your facility in the form of labor, labor burden, chemicals and equipment. Global's systems maximize that investment by planning for no wasted motion. The latest technology enables our cleaners to work smarter and produce a higher level of service.

Area Cleaning

Area cleaners are multi-faceted and perform comprehensive cleaning of assigned areas. This would include trash and recycling collection, sweeping or vacuuming, mopping, dusting, wet cleaning, etc.

Team Cleaning

Under team cleaning, specialists will perform one or two dedicated tasks without interruption or loss of momentum in multiple areas.

Specialized Cleaning

Certain functions like restrooms, carpet shampooing, floor waxing and polishing, utility work, etc. will be performed by specialists.

Wherever possible we utilize team cleaning, which is more efficient. However, in some instances, area cleaning becomes a necessity, such as an executive suite where area cleaning allows to limit access to our customer's sensitive area(s).

MANAGEMENT PLAN

Management System

We define quality as consistently meeting or exceeding our customer's expectations. In order to evaluate our effectiveness, we measure and track our performance and customer satisfaction with our services. Our goal is to continuously improve our services by:

- **Having a clear understanding of requirements.**
- **Bidding/negotiating to meet 100 % of the specifications.**
- **Preventing errors.**
- **Conducting routine self inspection.**
- **Improving work processes and productivity.**
- **Ongoing training.**
- **Emphasizing customer communication.**

Family of Monitors

Global has developed a family of monitor to document our quality of performance, These measures include:

1. **Complaint Monitor**
2. **Absenteeism Monitor**
3. **Management Reports Monitor**
4. **Turnover Monitor**
5. **Customer Satisfaction Monitor**

1. Complaint Monitor

Global receives a significantly low volume of complaints when compared to industry standards. When there is a complaint, however, Global views it as an opportunity to improve service. We document the date of the complaint/request, the location, the name, and phone number of the person making the complaint/request. We also log:

- The nature of the complaint/request
- The root cause for the complaint/request
- Action taken to correct/satisfy the complaint/request
- Formal review of the action taken to determine what can be changed to ensure the complaint/request does not occur again

Our response to a customers request and/or complaint, determines their evaluation of our performance. A problem has not been solved until the root cause's have been identified and customer follow-up completed.

2. Absenteeism Monitor

Many factors contribute to our success. Absenteeism and turnover are major contributors to the success or failure of any maintenance company.

While absenteeism is a chronic problem in our industry, Global has succeeded in keeping the level of absenteeism low and responding quickly when an associate must be out. This measure is a loyalty indicator of how our associate's feel about our company, project management and our customers facilities.

3. Management Report Monitor

The daily and monthly reporting system is the basis for performance evaluations in our operations group. These reports allow Global management to remain in-touch with the day-to-day activities of your facilities.

The **Nightly Report** is transmitted to the home office at the end of every business day and contains complains/requests, hours budgeted, hours worked, and other pertinent data.

The **Monthly Report** is prepared every month to provide you and Global management a record of activity at all your facilities. This monthly report includes:

- Monthly summary of all activities
- Complaint graph and communication log
- Completed Periodic Sheets
- Safety training sessions sign-in sheets
- Injury report
- Absenteeism Monitor
- Turnover Monitor
- Measured Level of Service
- Customer meeting minutes and action items

4. Turnover Monitor

Turnover averaging close to 100 % annually is common in our industry. Our management style, associate training program, **higher wages** and genuine appreciation of the dedication and commitment of our work force has resulted in one of the industry's lowest turn- over rates.

Industry Turnover

Global employee, turnover rate is less than 10% of the national average. In order to reduce turnover, the policy of Global is to:

- Hire associates who live or work near the facility to which they are assigned;
- Convert part time to full time or near full time positions where feasible;
- Provide adequate training and support to associates;
- Conduct an informal interview with each new associate after 30 days on the job, to find issues that if addressed will retain the associate;
- Treat all associates with fairness and dignity;
- Empower associates to share decision making where it affects their work;
- Increase base salaries and hourly wages;

When termination of employment occurs, the human resource status change form is completed and transmitted to the home office. When an associate terminates employment with Global, the following procedure shall occur:

- Badges and equipment must be returned before distributing the final paycheck;
- If resignation is voluntary, associate is asked to render a letter or verbal notification of resignation to the project manager at least two (2) weeks prior to his/her last day at work;
- The Project Manager and/or Day/Night Managers will conduct an exit interview to evaluate associate's work experiences and reasons for separation.

5. Customer Satisfaction Monitor

Global believes the customer is the final arbiter of quality. Customer satisfaction surveys are used to measure customer perception of quality and to benchmark our performance. Periodic surveys are conducted in coordination with the customer's facility management office, either on a random or selected basis. Items such as the following are typically included:

- Cleanliness of immediate work area
- Cleanliness of restrooms
- Adequacy and quality of restroom supplies
- Attitude and honesty of cleaning personnel

Satisfaction Base Cleaning

*GBM adds value through a unique process which accommodates your changing business environment. We call this process “**Satisfaction Based Cleaning**”. It is a system of measures, feedback and communication to improve quality and/or reduce cost. At the core of the system is a partnership between GBS and our customers.*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greenhill Insurance 11498 Luna Rd Ste 101 Dallas TX 75234	CONTACT NAME: Soohwan Kim PHONE (A/C, No, Ext): 972-243-3598 E-MAIL: soohwan@greenhillinsurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Twin City Fire Insurance Company INSURER B : NUTMEG INS CO INSURER C : Hartford Lloyds (Texas Only) INSURER D : INSURER E : INSURER F :	FAX (A/C, No): 972-243-8415 NAIC # 29459 39608 38253
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			46SBAUR7950	11/15/2024	11/15/2025	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			46UECEK9911	11/15/2024	11/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			46SBAUR7950	11/15/2024	11/15/2025	EACH OCCURRENCE \$ 5,000,000
			AGGREGATE \$ 5,000,000				
			\$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	46WECAS2611	11/15/2024	11/15/2025	☒ PER STATUTE ☐ OTH-ER
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
B	Physical Damage			46UECEK9911	11/15/2024	11/15/2025	Deductibles: Comp: \$1,000 Coll: \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

New Contract

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Soohwan Kim

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Minority Business Enterprise (MBE)
Global Building Maintenance, Inc

Global Building Maintenance, Inc

has filed with the Agency an Affidavit as defined by NCTRCA Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 561720: JANITORIAL SERVICES

This Certification commences December 7, 2023 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: December 31, 2025
Issued Date: December 7, 2023
CERTIFICATION NO. PMMB50264N1225

Certification Administrator

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1274005534300
Approval Date: August 12, 2024
Scheduled Expiration Date: August 12, 2028

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

Global Building Maintenance, Inc

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **August 12, 2024**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/fpasscmblsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Global Building Maintenance, Inc.	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 11126 Shady Trail #117	Requester's name and address (optional)
6 City, state, and ZIP code Dallas, TX 75229	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

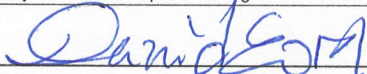
Social security number									
			-				-		
or									
Employer identification number									
2	7		-	4	0	0	5	5	3 4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 08/29/2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

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

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

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

IV. INSURANCE CHECKLIST – “X” means that the following coverage is required for this Agreement.

	Coverage Required	Limits
--	-------------------	--------

<u> X </u>	1. Worker’s Compensation & Employer’s Liability	▪ Statutory Limits of the State of Texas
<u> X </u>	2. General Liability	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
—	3. XCU Coverage	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
—	4. Professional Liability	▪ Minimum \$1,000,000.00 each claim; ▪ Minimum \$2,000,000.00 in the aggregate.
—	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of \$ 2,000,000.00.
<u> X </u>	6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.	
<u> X </u>	7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

- X 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).
- X 10. The Certificate of Insurance must state the project title.
- ___ 11. Other Insurance Requirements (State Below):

Exhibit D
Affidavit of No Prohibited Interest

THE STATE OF TEXAS §

THE COUNTY OF DALLAS §

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

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

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

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

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

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

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

_____ Other: _____

V _____ None of the Above.

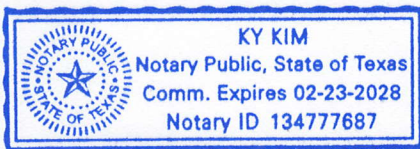
Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this 27 day of August, 2025.

David Eom
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared David Eom, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this 27 day of August, 2025.



Ky Kim
Notary Public in and for the State of Texas
My commission expires: 2/23/2028

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

Global Building Maintenance, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

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

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

☐ Yes

☒ No

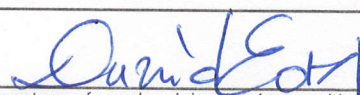
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

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

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

08/27/2025

Date

2023 Janitorial Cleaning Service RFP - Evaluation & Tabulation

Bid Open Date: 9-5-23

Bid Title: Janitorial Cleaning Services

Cost Frequency	Ambassador Services, LLC	Global Building Maintenance	Nitty Gritty Powerwashing	Oriental Building Services	Member's Building Maintenance	Premium Cleaning Services	The Camp Cleaners	TNT Trades LLC	Commercial Group Janitorial & Facility Services	Dun-AI Cleaning, LLC	Entrust One Facility Services LLC	Eve Cleaning LLC	13Bravo Services LLC	Unique Building Maintenance	Volt Cleaning LLC	Giveclean Commercial Services	R.K. Janitorial Service	Integrity Facility Solutions
Monthly (yearly totals)																		
	189,967.44	167,064.00	328,980.00	175,500.24	184,709.04	274,695.60	286,779.48	211,352.52	299,134.08	261,600.00	178,209.48	317,796.96	Non-responsive bid**	Non-responsive bid**	Non-responsive bid**	Non-responsive bid**	Non-responsive bid**	Non-responsive bid**
Semi-Annually & Annually (combined)	17,138.54	30,600.00	800.00	32,363.32	29,942.58	27,340.00	52,769.85	35,253.43	34,857.29	35,050.00	32,260.64	47,288.29						
Proposal Total	\$ 207,105.98	\$ 197,664.00	\$ 329,780.00	\$ 207,863.56	\$ 214,651.62	\$ 302,035.60	\$ 339,549.33	\$ 246,605.95	\$ 333,991.37	\$ 296,650.00	\$ 210,470.12	\$ 365,085.25						

Evaluation Criteria	Ambassador Services, LLC	Global Building Maintenance	Nitty Gritty Powerwashing	Oriental Building Services	Member's Building Maintenance	Premium Cleaning Services	The Camp Cleaners	TNT Trades LLC	Commercial Group Janitorial & Facility Services	Dun-AI Cleaning, LLC	Entrust One Facility Services LLC	Eve Cleaning LLC	13Bravo Services LLC	Unique Building Maintenance	Volt Cleaning LLC	Giveclean Commercial Services	R.K. Janitorial Service	Integrity Facility Solutions
Key Personnel Qualifications (10%)	8.5	10.0	7.8	8.8	9.5	7.3	6.8	6.3	6.0	8.3	3.8	4.5						
Experience (30%)	27.5	30.0	22.8	27.3	30.0	25.0	20.3	18.8	23.8	28.0	10.8	5.8						
References (10%)	8.5	9.8	7.0	9.3	9.0	7.0	5.0	6.3	4.0	10.0	5.3	5.5						
Fee schedule/Cost of Service (25%)	21.3	25.0	8.8	20.5	16.3	8.5	4.5	14.0	5.0	12.8	17.3	2.8						
Project/Service Approach (15%)	13.3	14.0	12.3	15.0	14.0	7.0	11.8	7.8	13.5	8.8	9.0	4.3						
Supplies (10%)	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0						
Total Points Distributed	89.0	98.8	68.5	90.8	88.8	64.8	58.3	63.0	62.3	77.8	56.0	32.8						

NOTES:

****Bid deemed non-responsive, due to failure to include Addendum #2 location pricing in proposal****

AGREEMENT FOR JANITORIAL SERVICES

The City of Sherman, Texas, a home-rule municipality ("City"), and Global Building Maintenance, Inc., a Corporation ("Contractor"), hereby enter into this agreement for janitorial services ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City desires to engage Contractor to perform janitorial services under the terms and conditions of this Agreement.

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

1. Scope of Services.

Contractor shall provide the services and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.

The initial term of the Agreement shall be for a period of one (1) year, commencing on the Effective Date (hereinafter defined) of this Agreement. City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.

In exchange for Contractor's performance of the Services in accordance with the Agreement Documents, City agrees to pay Contractor in accordance with the Submittal (Exhibit B). To the extent the terms of the Agreement Documents conflict with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, as amended ("Chapter 2251") or Subchapter I of Chapter 271 of the Texas Local Government Code, as amended ("Chapter 271"), the terms of Chapter 2251, Chapter 271 and the Agreement Documents shall control in that order.

City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the 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.

4. Agreement Documents.

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

- A. This Agreement;
- B. The Bid Request, attached hereto as Exhibit A;
- C. The Submittal, attached hereto as Exhibit B;
- D. City’s Insurance Requirements, attached hereto as Exhibit C;
- E. Affidavit of No Prohibited Interest, attached hereto as Exhibit D; and
- F. Conflict of Interest Questionnaire, attached hereto as Exhibit E.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City’s interpretation and/or decision shall be final and binding.

5. Entire Agreement.

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

6. Required Insurance.

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

7. No Prohibited Interest; Vendor Disclosure.

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

8. Indemnity.

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

LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

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

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

9. 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.

10. Compliance with Laws; Standard of Care.

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

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

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without 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.

12. Authority to Execute.

Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.

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

14. No Waiver of Immunity.

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

15. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.
16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
17. Attorneys' Fees.
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 the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
18. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
19. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.
20. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
21. 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.
22. Indemnity.
The parties agree that the indemnity provision set forth in Section 8 herein is conspicuous and the parties have read and understood the same.
23. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and

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

If to Contractor, to: Global Building Maintenance, Inc.
Attn: David Eom
Address: 11126 Shady Trail #117
Dallas, TX 75229
Telephone: (972) 620-7338
Facsimile: _____
Email: david@gylaninc.com

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

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

24. Representations.

Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.

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.

26. Incorporation of Recitals.

The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Contractor.

27. Reference to Contractor.

When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

28. Reference to City.

When referring to "City" herein, 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.

29. Miscellaneous Drafting Provisions.

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

30. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager
Date: _____

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Leah Roberts, Acting City Clerk

Ryan D. Pittman, City Attorney

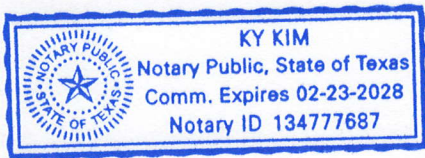
Global Building Maintenance, Inc.
a Texas corporation

By: David Eom
Printed Name: David Eom
Title: Operations Director
Date: 09/04/2025

STATE OF TEXAS §
 §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared David Eom, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the Operations Director (title) and duly authorized representative for Global Building Maintenance, Inc., a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 04th day of September, 2025.



 Ky Kim
Notary Public in and for the State of Texas
My Commission Expires: 2/23/28



City Council Regular Meeting

Agenda Item No. I.1.

Meeting Date: 9/15/2025

Prepared By:

Approved By: Zachary Flores, Acting City Manager

Caption:

*** Other Business**

Consider Request of Downtown Sherman NOW to Temporarily Close Certain streets for the "Stroll on the Square" on Saturday, October 4, 2025

Issue:

Downtown Sherman NOW is requesting to temporarily close the 100 blocks of South Travis, South Crockett, and North Travis Streets, and the 200 block of South Travis on Saturday, October 4, 2025 from 5:30pm - 9:00pm for "Stroll on the Square".

Downtown businesses will offer Texas wine samples inside their locations and many stops feature items of food. Stores will be open for shopping and outdoor stages set up in closed streets to enjoy live music. The Wine Stroll is limited to 600 participants and will abide by all Texas Alcoholic Beverage Commission (TABC) laws.

Background:

This is one of several events planned by Downtown Sherman NOW.

Capital Improvement Program:

Origination:

Mrs. Karen Tooley, Executive Director, Downtown Sherman NOW

Financial Consideration:

Barricades and cones would be provided by the City of Sherman Street Department. Solid waste receptacles would be provided by the City of Sherman Solid Waste Department. Downtown Sherman NOW would work with the Sherman Police Department to arrange for security officers necessary for the event. Downtown Sherman NOW has been instructed that emergency vehicle accessibility must be maintained throughout the closed streets at all time.

Staff Recommendation:

It is recommended that the Council authorize the use of City resources to provide barricades, cones, solid waste receptacles, and security support as requested

Alternatives:

As directed by the Council

Attachments:

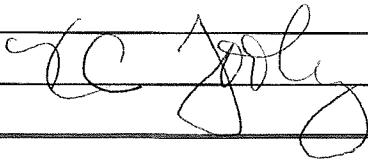
1. Wine Stroll Special Event Packet 2025
2. Wine Stroll Map 2025
3. Seeking City Approval--Stroll 2025



Special Event Date Request Form

Name of Event:	Stroll On The Square
Type of Event (i.e. Carnival, Circus, Festival, 1 Mile/5 K Run, etc.):	Wine + Food Tasting
Location of Event:	Crockett, Houston, Travis, + Wall (by courthouse)
Date of Event:	10-4-25
Event Contact Name:	Karen Tooley
Event Contact Address:	P.O. Box 2054, Sherman 75091
Event Contact Phone:	903-816-2811
Event Contact Email:	Kc-tooley@msn.com

Completion and approval of the Special Event Date Request Form does not guarantee event approval. The Community and Support Services Department must receive the completed Special Event Application 60 days prior to the event date. If the application is not received the date will be released 60 days prior to the event.

Requester Signature:		Date:	8-26-25
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*Office Use Only
Date Request Received:
Event Date Hold Approved: YES NO
If NO, reason:
Date 60 Days Prior to the Event Date:
Date Special Event Application Received:
Requested Event Date Released: YES NO Date:
Community and Support Services Department Signature:

For Office Use Only

DEPARTMENT APPROVALS

DEPARTMENT	DATE	SIGNATURE
City Council Approval		
Fire Department		
Police Department		
Public Works Department		
Solid Waste & Recycling Department		
Parks & Recreation Department		



Special Event Application

This agreement is between the City of Sherman, hereinafter referred to as City, and an event/event coordinator, hereinafter referred to as event, for the cooperation of planning and operating a Special Event.

City reserves the right to close down or cancel any Event that is in violation of any City Ordinance or deviation from this agreement. The City also reserves the right to close down or cancel the Event if public safety or affected department supervisors deem the event unsafe for public participation.

- Application must be submitted at least 60 days prior to the event date.
- The Event must carry property, bodily injury and municipal liability insurance of \$1,000,000.00 per occurrence. The City of Sherman must be shown as an additional named insured on the insurance declaration. One (1) original copy of insurance must be submitted 30 days prior to event date.
- Alcohol distribution or consumption in any City Park and/or street is prohibited, unless approval is granted by motion and order by the City Council. A special event permit for alcohol on private property in conjunction with a Sherman private club may be permitted with a T.A.B.C license. Certain city-owned properties may allow for the consumption of alcohol.
- Please provide all information pertaining to the event as accurately as possible.

General Event Information

Official Name of Event: Stroll on the Square

Type of Event: (i.e. Carnival, Circus, 1 Mile/5 K Run, etc.) Wine and Food

tasting

Event Date: 10-4-25 Event Times: 5:30 pm - 9:00 pm

Alternate Date: N/A Event Times: _____

*Alternate date required in case of weather delays

Location of Event: Blocks: 100 S. Crockett 100 E. Wall St.
100 N. Travis 100 W. Lamar
100 S. Travis 200 W. Houston
200 S. Travis

Event Contact Name: Karen Tooley

Event Contact Address: P.O. Box 2054, Sherman 75091

Event Contact Phone: 903-816-2811

Event Contact Email: director@downtownsherman.com

Alternate Event Contact Name: Stephanie Cotton

Alternate Event Contact Address: 78 Sunrise Dr., Denison 75021

Alternate Event Contact Phone: 903-819-3727

Alternate Event Contact Email: stephaniebrown0426@gmail.com

Event Day Emergency Contact: 903-816-2811 Phone: Karen Tooley

Event Day Emergency Contact: 903-819-3727 Phone: Stephanie Cotton

Estimated # of Participants: 500 Spectators: 0

Is Event Private or Open to the Public? ☐ Private Event ☒ Public Event

Description of Event

Include background/history of this event or type of event and a timeline of event. Maps and site plans are required; site plans should include location of concessions, port-a-lets and dumpsters; description of routes to be used, severe weather emergency plan, etc. Clean-up deposit may be required.

Businesses will offer wine samples inside
their locations. Some businesses will offer
food. Musicians will be in the streets and
sidewalks where space permits

Public Services

Will event take place at a public park/facility? ☐ Yes ☒ No

If yes, which park/facility? _____

*Park and/or facility reservation(s) required prior to completing this application.

Will you need any public street closures? ☒ Yes ☐ No

If Yes, which streets? 100 S. Crockett, 100 S. Travis
200 S. Travis, 100 N. Travis

*Closure of TxDOT controlled streets will need prior approval by TxDOT.

*Police and Fire vehicles must have access through street closures if the need arises.

Street closure time: 2:00pm Time closure removed: 11:00pm

*Barricades will be provided by the City for the listed street closures. Fees may be required for additional barricade requests.

Where are the parking areas located: (Include on site plan) Farmer's Market lot and
the lot behind, lots @ Walnut/Houston and Cherry/
Crockett

Does your event require special/additional support? (Fee may be required)

☒ Police
(crowd control, traffic control, etc.)
If yes, contact Jarena Capps, Police
Department, 903-892-7397

☐ Fire Department
(EMT Support, etc.)
If yes, contact Chief Jones, Fire
Department, 903-892-7263

☐ Other
(provide detail)

If any special/additional support is checked above it is the responsibility of the event coordinator to contact the person listed above, prior to approval. If no contact is made by the event coordinator, the approval process for your special event will cease.

Number of trash containers and size requested over and above the current level: _____

16 Rolling Trash Cans and 50 orange cones

*Per city ordinance, all solid waste services must be provided by the city. Additional fees are possible for solid waste services.

Concessions

Will food concessions be present at the event? ☒ Yes ☐ No

Name, Address & Phone Number for Food Vendors: Unknown. We
will make sure we hire caterers with
proper permits.

*All food vendors are required to have the appropriate permits required by the city or the county.

Fire Prevention

Will you have any tents at the event? ☒ Yes ☐ No PopUp Tents 10' X 10'

Will any tents be over 200sq. ft.? ☐ Yes ☒ No

*No smoking signs and 5lb. ABC extinguishers are required in all tents over 200sq. ft.

Will any tents be enclosed? ☐ Yes ☒ No

*A permit (\$50.00 fee) must be obtained from the Developmental Services Department for enclosed tents.

*A flame certificate for the tent and a site plan showing the setback from the property lines will be required to obtain this permit.

Will you have bounce houses? ☐ Yes ☒ No Number: _____

Will you have other air supported structures? ☐ Yes ☒ No

Will there be fireworks? ☐ Yes ☒ No

Will there be any temporary structures built or placed on site? ☒ Yes ☐ No

If Yes, describe: stages for 3 bands

Miscellaneous

Will you need the use of city water and/or electricity? ☐ Yes ☒ No

*Additional fees will apply to the usage of city utilities

Where will restroom facilities be located? Corners of
Crockett/Lamar
Travis/Lamar

*Depending on accessibility of restroom facilities, city may require portable toilets to be used

* Cadence Studios is providing amplification.

Will there be music or any other use of a loudspeaker? ☒ Yes ☐ No

If Yes, please fill out the following:

Type of loudspeakers: Unknown^{*} How many: _____

Type of Amplifiers: _____ How many: _____

Type of electrical devices: _____ How many: _____

Date and time loudspeakers/amplifiers/electrical devices will be in use: 5:30 - 9:00 pm

*Loudspeakers/Amplifiers/Electrical Devices cannot be used during the hours of 9pm to 8am

Will you have any animals at the event? ☐ Yes ☒ No

If yes, are any prohibited/regulated animals? _____

*All pet owners must abide by Grayson County leash law

Public Information

Describe signage that will be used for the event, to include placement of signs: _____

On perimeters: No Alcohol Beyond This Point

Describe how you will notify residents affected by the event either living on the route/course or nearby. N/A

*Proof of notification may be required

Overnight Accommodation Needs

Will event produce overnight stays in Sherman hotels, motels or bed and breakfasts? If so, how many rooms potentially? 10

* The Sherman Chamber of Commerce is available for assistance with hotel information and accommodation needs for the event.

Agreement:

Initial XCJ I hereby attest that the information contained in this application is true and correct. I understand that this is only an application and not a guarantee that a permit will be issued. If a permit is issued, I agree that: (1) if any of the information contained in this application is found to be false: or (2) should my conduct, or the conduct of any participants or guests, not adhere to the Special Event Policies and Procedures: or (3) should any applicable city, county, state or federal rules, regulations, codes or laws be violated, any permit issued shall automatically become null and void and any activity associated with this permit will immediately cease.

Initial XCJ Applicant agrees to assume the defense of and indemnify and save harmless the City, its council members, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such temporary street closure and the activities permitted in connection therewith. The city may require, as a condition of issuance of a permit, that the applicant obtain insurance to serve this end, in such an amount and with such terms as the City determines to be appropriate under the circumstances. This shall be a continuing release and shall remain in effect until revoked in writing.

Initial XCJ In case of emergency or for reasons beyond the City's control, the City reserves the right to cancel the permit prior to scheduled use without liability. Refunds will be made if cancellation by the City is necessary.

Initial XCJ Alcohol must be confined to private property. Alcohol consumed on Public property is a violation of city Ordinance and is prohibited.

Signature:

I the undersigned representative have read the policies and procedures with reference to this application. The information contained herein is complete and accurate.

XCJ Joly
Signature

8-25-25
Date

N ↑

Wall St.

Ⓣ Toilets

x~x~x~x Barricades

▬ Stages

x x x x



x x x x

Houston St.

x x x



x x x x

Grayson
County
Cowhouse

Travis St.

Ⓣ

x x x

Ⓣ

x x x x

Lamar St.

x x x x

Crockett St.



x x x x

Jones St.

N ↑

Wall St.

(T) Toilets
x~x~x~x Barricades
[] Stages

x x x x



x x x x

Houston St.

x x x



x x x x

Grayson
County
Cowthouse

Travis St.

(T)

x x x

(T)

x x x x

Lamar St.

x x x x

Crockett St.



x x x x

Jones St.

25 August 2025

Ms. Sarah McRae
Sherman Tourism Director/Main Street
Manager
PO Box 1106
Sherman, TX 75091



Dear Sarah,

Downtown Sherman NOW would like city approval to hold an event, Stroll on the Square. The details are below. If I can answer questions or help clarify this request, please do not hesitate to contact me by email (kctooley@msn.com) or phone (903-816-2811).

Sincerely,

Karen Tooley

Executive Director, Downtown Sherman NOW

Name of Event: Stroll on the Square

Date/Time of Event: Saturday, October 4, 2025, 5:30 pm - 9:00 pm

Description of Event:

Businesses will offer wine samples inside their locations downtown. Caterers will be inside businesses offering small samples of food. Stores will be open for shopping. Musicians will be inside stores, on the courthouse square, and along the sidewalks (where room allows.) The wine stroll is limited to 500 participants.

Street Closure Request:

From 2:00-11:00 pm: 100 blocks of S Travis, S Crockett and N Travis St.
and 200 block of S Travis.

Supplies Requested: 16 rolling trash cans & 50 orange traffic cones
(delivered to the east side of the courthouse near the trash dumpsters)

2025

Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	6	7	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

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

[illegible]