

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, AUGUST 3, 2026
5:00 PM**

- A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER JUSTON DOBBS.**
- A.3. APPROVE MINUTES OF THE CITY COUNCIL BUDGET WORKSHOP OF JUNE 11, 2026 AND THE REGULAR CITY COUNCIL MEETING OF JULY 20, 2026**

Citizen Comments

B.1. CITIZEN COMMENTS

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

Consent Agenda

C.1. CONSENT AGENDA

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

Proclamations

D.1. PROCLAMATION

"International Boxing Day" — August 27, 2026

D.2. PROCLAMATION

"Professional Engineer Day" - August 5, 2026

Consider Adoption of Ordinances

E.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6954 (ITEM TABLED AT THE JULY 20, 2026, REGULAR CITY COUNCIL MEETING)

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

Resolutions

F.1. * RESOLUTION NO. 7661

Awarding a Bid to and Authorizing Execution of a Contract with Bori Facility Services, Inc for Janitorial Cleaning Services at City-Owned Facilities.

F.2. * RESOLUTION NO. 7662

Authorizing The Execution Of An Encroachment Agreement With MTR Frontera, LLC For The Encroachment Of A Monument Sign Within The Platted 15' Utility Easement Along Lamar Street (State Highway 56) As Established In The Frontera Plat Being Filed In Instrument No. 2025-198 Of The Plat Records Of Grayson County, Texas.

F.3. * RESOLUTION NO. 7663

Authorizing Execution of a Contract with Weisinger Incorporated for the McAfee Well Abandonment Project Based on Procurement Through Buy Board Cooperative Purchasing

F.4. * RESOLUTION NO. 7664

Declaring the MoonLight Market as an Event serving a public purpose and accepting an agreement between the State of Texas, acting by and through the Texas Department of Transportation and the City of Sherman for the Temporary Closure of a Segment of State Right of Way State Highway 56 (Houston St.), from Crocket Street to South Elm Street.

Other Business

G.1. * OTHER BUSINESS

Approve the Investment Reports for the Quarter Ended June 30, 2026

COUNCIL COMMENTS

EXECUTIVE SESSION

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

I.1. TEX. GOV'T CODE § 551.071

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

I.2. TEX. GOV.'T CODE § 551.072

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

I.3. TEX. GOV'T CODE § 551.073

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

I.4. TEX. GOV'T CODE § 551.074

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

- a) Library Board (1)
- b) Texoma Community Center Board of Trustees (1)

I.5. TEX. GOV'T CODE § 551.076

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

I.6. TEX. GOV'T CODE § 551.087

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

I.7. TEX. GOV'T CODE § 551.089

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

The Council reconvenes into General Session

Adjournment

Tax Payer Impact Statement

L.1. FY 2026 TAX PAYER IMPACT STATEMENT

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

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

COUNCIL CALENDAR

M.1. 2026 COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Tuesday, July 28, 2026 at or before 11:59 p.m., and said time of posting was three business days before said meeting was convened or called to order.

Dated this 28th day of July 2026. City of Sherman, Texas



Teri Fine, City Clerk

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

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

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

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

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

Mayor

Shawn C.
Teamann

Deputy Mayor

Henry Marroquin

Council Members

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

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



ACTION MINUTES

The City Council of the City of Sherman held the called meeting of the Budget Workshop on Thursday, June 11, 2026 at 8:00 A.M. in the Council Chambers at 220 W. Mulberry Street to consider the following:

The City Council meetings are Video and Audio recorded and can be viewed at:

<https://www.ci.sherman.tx.us/701/Agendas-and-Minutes>

A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

Bookmarked at 00:03:10

Mayor Teamann called the meeting to order at 8:11 a.m.

Council Members Present:

Mayor Shawn Teamann

Deputy Mayor Henry Marroquin

Council Member Clay Barnett

Council Member Josh Stevenson

Council Member Pam Howeth

Council Member Juston Dobbs

Council Members Absent:

Council Member Daron Holland

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

Bookmarked at 00:03:20

Citizen Comments

B.1. CITIZEN COMMENTS

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Bookmarked at 00:04:33

Consent Agenda

C.1. CONSENT AGENDA

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No consent agenda

Budget Workshop

D.1. 2026-2027 Budget Review

1. Introduction: Presentation by Dr. Zachary Flores, City Manager

Bookmarked at 00:05:00

2. **Grant Process: Presentation by Leah Roberts, Executive Director of Administration**
Bookmarked at 00:11:49
Grant Process: Council Comments
Bookmarked at 00:17:15
3. **EMS: Presentation by Chief Billy Hartsfield**
Bookmarked at 00:27:14
EMS: Council Comments
Bookmarked at 00:40:32
4. **Streets: Presentation by Wes Trisler, Executive Director of Operations**
Bookmarked at 00:54:32
Streets: Council Comments
Bookmarked at 01:11:01
5. **Break**
Bookmarked at 01:16:38
6. **Flyover: Presented by Nate Strauch, Communication Manager**
Bookmarked at 01:38:33
Flyover: Council Comments
Bookmarked at 01:59:20
7. **Water and Wastewater: Presented by Clint Philpott, Assistant City Manager, Mary Lawrence, CFO, and Dan Jackson, Wildan.**
Bookmarked at 02:07:26
Water and Wastewater: Council Comments
Bookmarked at 02:42:28
8. **Facilities Masterplan and Service Center: Presented by Wes Trisler, Executive Director of Operations and Aaron Babcock, Hidell**
Bookmarked at 02:55:47
Facilities Masterplan and Service Center: Council Comments
Bookmarked at 03:12:14
9. **Solid Waste: Presented by Mary Lawrence, CFO**
Bookmarked at 03:12:27
Solid Waste: Council Comments
Bookmarked at 03:19:54
10. **Lunch Break**
Bookmarked at 03:34:57
11. **General Fund: Presented by Mary Lawrence, CFO**
Bookmarked at 04:14:50
General Fund: Council Comments
Bookmarked at 04:25:57
12. **Closing and Council Input (Big Rocks): Dr. Zachary Flores**
Bookmarked at 04:26:03

COUNCIL COMMENTS

Bookmarked at 04:35:59

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The Council reconvenes into General Session

Adjournment

Bookmarked at 04:49:39

Mayor Teamann adjourned the meeting at 12:50 p.m.

Tax Payer Impact Statement

I.1. FY 2026 TAX PAYER IMPACT STATEMENT

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MAYOR

CITY CLERK OR DESIGNEE

Fiscal Year 2027 Budget Workshop

City of Sherman

June 11, 2026

Presentation	Time	Presenter
Introduction	8:15-8:30	Flores
Grants Process	8:30-9:00	Roberts
EMS	9:00-9:30	Hartsfield
Streets	9:30-10:00	Trisler
Break	10:00-10:15	
Water and Wastewater	10:15-11:15	Philpott/Lawrence/Jackson
Facilities Masterplan and Service Center	11:15-11:45	Trisler/Babcock
Lunch	11:45-12:30	
Flyover	11:45-12:00	Strauch
Solid Waste	12:00-12:30	Lawrence
General Fund	12:30-1:00	Lawrence
Closing and Council Input	1:00-1:30	Flores

Objectives



UPDATE ON COUNCIL
INITIATIVES



UPDATE ON FISCAL
PERFORMANCE STRATEGY



RECEIVE COUNCIL INPUT ON
INITIATIVES AND STRATEGY

FY26 Initiatives

Downtown

- Trees, Strategic Plan, Texas Sign

Streets

- Accomplished Maintenance Goal

Code Enforcement

- One Clean Sherman

Facilities

- Masterplan, Service Center, Re-structure
Facilities Budgeting

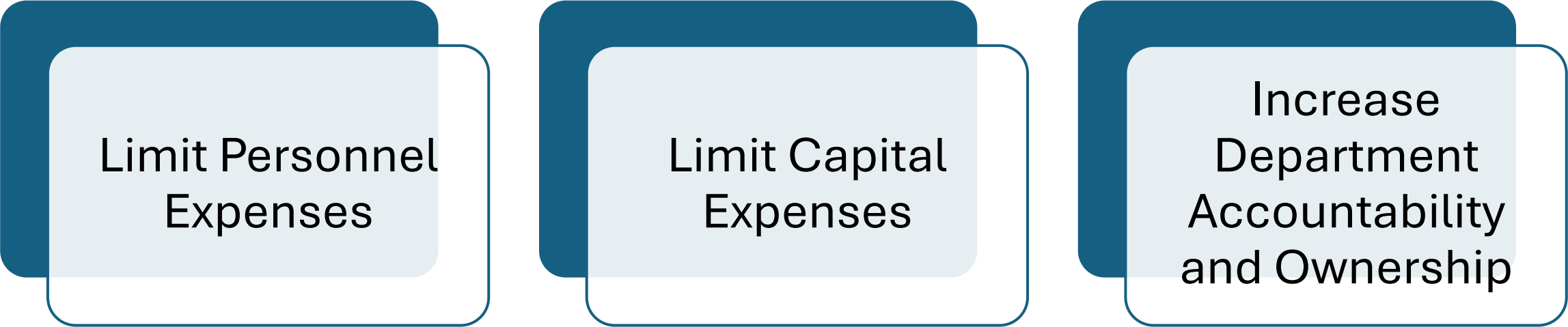
SUCCESS????????????????

<https://insights.cityofsherman.com/>

FY27 Budget Planning Direction



Budget Framework



Limit Personnel
Expenses

Limit Capital
Expenses

Increase
Department
Accountability
and Ownership



8

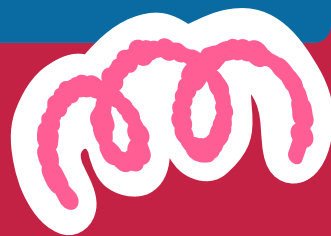
Grant Administration

Leah Roberts



Problem

In recent years, there has been an increasing assumption among external stakeholders that financial support for projects and events will be routinely available without a structured review of program value, impact, or strategic alignment. In response, we are implementing a funding framework that clearly differentiates grant funding from sponsorship support. This approach will create a transparent, equitable, and performance-based allocation process that prioritizes initiatives demonstrating measurable community benefit and alignment with the Downtown Strategic Plan and Main Street Program mission.



Let's ponder first:

What is a Grant?

A Grant is funding awarded through a formal application process with defined eligibility criteria, scoring, and reporting requirements.

Example Grant Programs

01 Downtown Business Improvement Grants
(General Fund)

02 Municipal Sales Tax Reinvestment
Program – MSRP (General Fund)

03 Main Street Grant Program
(General Fund)



What is a Sponsorship?

City support provided for a specific event, activity, or organization in exchange for community benefits, recognition of the City, and alignment with strategic priorities.

Sponsorship Examples (Hotel-Motel Tax)

*Chamber Awards
Banquet*

*Behavioral Health
Foundation Event*

*Grayson NAACP MLK
Event*

75%
Grants



<5%
*One-off, unplanned
asks*



¹²
20%
Sponsorships



Grant Policy

Programs will fall under the direction of the Executive Director of Administration. This is where budget planning and allocation of grants and sponsorships will begin.

Grant Review Committee

The Grant Review Committee will evaluate applications and make funding recommendations.

- City Manager or designee
- Assistant City Managers
- Executive Director of Administration
- Executive Director of Planning and Development
- Executive Director of Operations
- CFO

13



Funding Availability

Contingent upon:

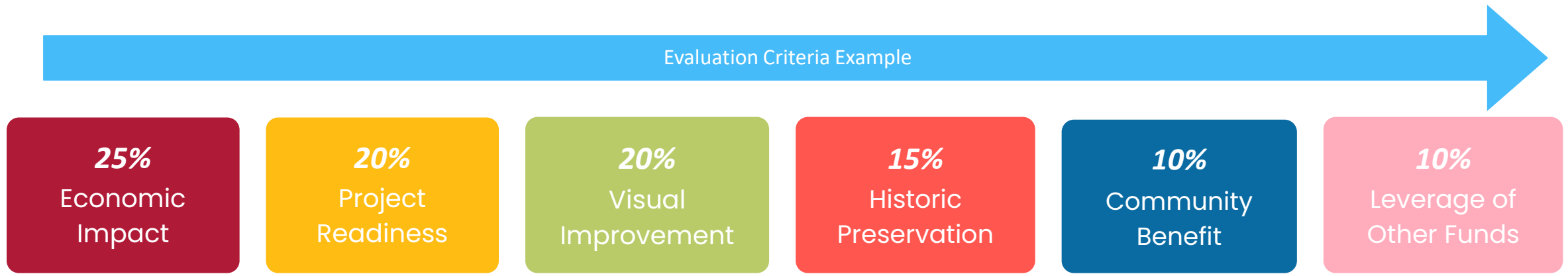
- Budget Appropriation
- Allocation of funds based on strategic planning
- Compliance with program requirements



Communicated through various platforms in advance of application deadlines. The City will reserve the right to partially fund or deny any¹⁴ application.



Funding Availability



15

Applicants must demonstrate that proposed projects are achievable, contribute positively to the community, and advance the priorities identified in the Downtown Strategic Plan.

Annual Reporting Example



16

Applications
Received

Grants
Awarded

Projects
Completed

Funded
Expended

Economic
Impact
Metrics

Program
Outcomes

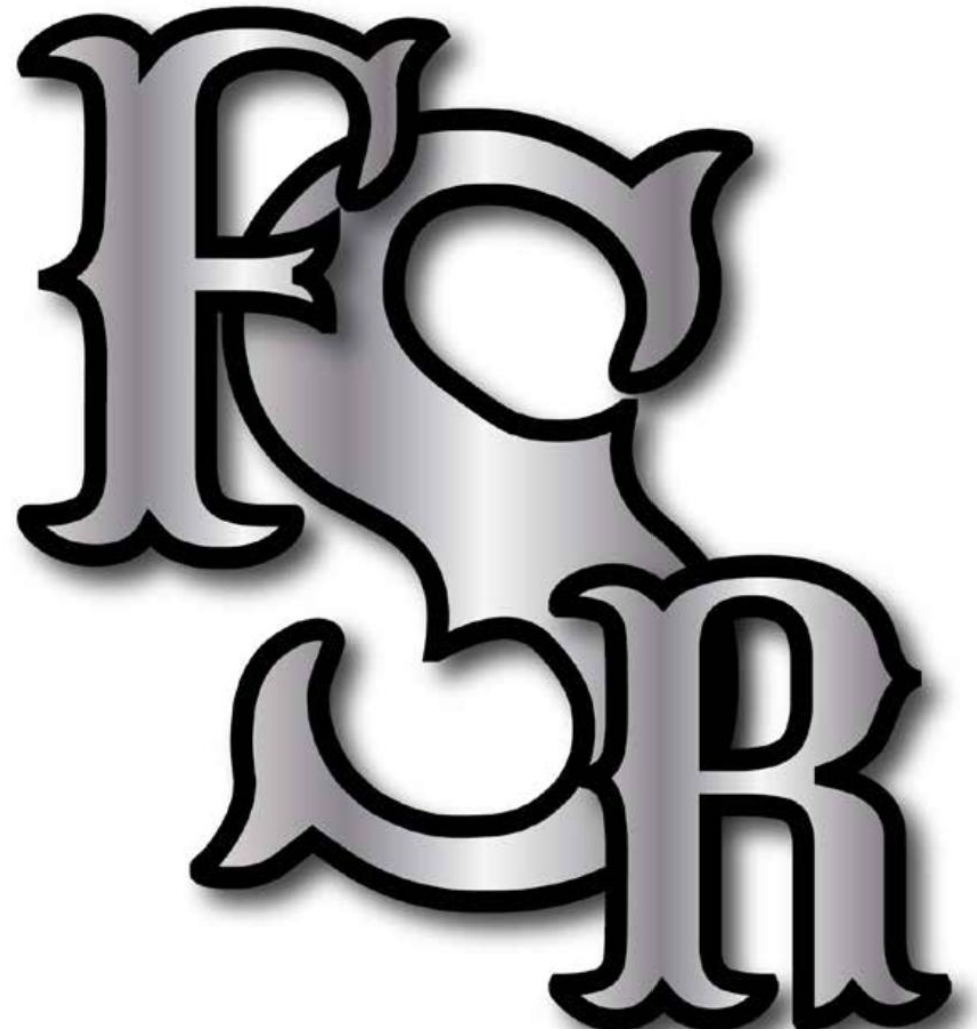
Thank You!

Questions & Discussion

**"It always seems impossible until it's done."
— Nelson Mandela**

SHERMAN FIRE- RESCUE COUNTY COVERAGE

CHIEF HARTSFIELD



FIRE DEPARTMENT MAIN PURPOSE

45% OF BUDGET
TOWARD EMS

82% OF CALL
VOLUME BUT NOT
THE PRIORITY

100 YEARS OF
FIRE PROTECTION
BEFORE EMS WAS
ADDED

COST ANALYSIS OF COVERAGE

IS PROVIDING EMS
COVERAGE TO
GRAYSON COUNTY
WORTH DOING?

YES: PROVIDES
BUDGET
ASSSISTANCE

GENERATES \$500,000
IN OUTSIDE REVENUE
USING EXISTING
RESOURCES

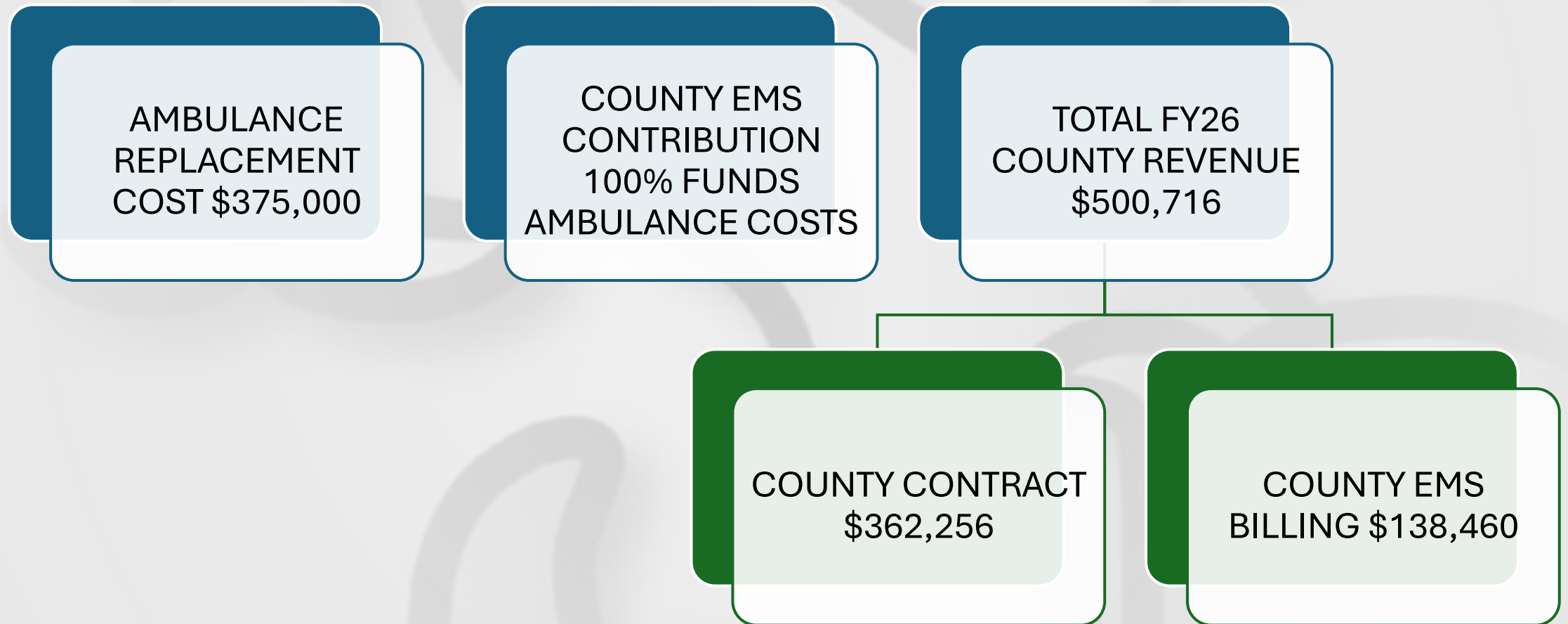
FIXED COSTS

ZERO
INFRASTRUCTURE
IMPACT

FIRE DEPARTMENT
EXISTS FOR FIRE AND
EMS COVERAGE TO
CITY OF SHERMAN

COUNTY UTILIZES
THOSE RESOURCES
WITH EXISTING
EXCESS CAPACITY

FLEET REPLACEMENT



BENEFITS TO SHERMAN

SECURES MUTUAL AID
WITH REGIONAL
RESOURCES

THOSE MUTUAL AID
RESOURCES ARE
UTILIZED IN SHERMAN
DURING LARGE
INCIDENTS AND PEAK
DEMANDS

PROVES THE EFFICIENCY
OF OUR CROSS-TRAINED
STAFFING MODEL

RESPONSE TIMES

FY 25, 561 CALLS
PULLED DEPARTMENT
RESOURCES OUTSIDE
OF CITY LIMITS

PRIVATE EMS IN
SHERMAN PROVIDE
AUTOMATIC BACK
FILLING

PRIVATE EMS
OPERATES FOR FREE
ONLY TO CAPTURE
BILLING
OPPORTUNITY

RETURN ON INVESTMENT

FUNDS TO REPLACE
CAPITAL ASSET

FY 25
1 AMBULANCE, \$185
PER HOUR
REIMBURSEMENT \$835
PER CALL

MUTUAL AID
COOPERATION WITH
OTHER REGIONAL
RESOURCES

CITY OF SHERMAN STREETS UPDATE

June 2025-June 2026



SHERMAN PAVING PLAN TO DATE

Since June 2025 crews have continued conducting work in all quadrants of the city.

City crews have paved approximately 12 miles of roadway which includes focusing on neighborhoods to establish a regular maintenance routine.

Contractor support has been a great assistance completing approximately 3 miles of paving. These projects are usually more comprehensive. Sidewalks are addressed when appropriate and funding allows. Projects include Sunset Blvd, Washington St, and Cherry St projects.



- Legend**
- Paving June-Sept 2025
 - Paving October-December 2025
 - Completed Paving 2026
 - Upcoming Paving Location
 - Road Centerlines

CITY OF SHERMAN
Streets Maintenance Paving
June 2025 - June 2026
11.95 Miles Completed



- Legend**
- Paving June-Sept 2025
 - Paving October-December 2025
 - Completed Paving 2025
 - Upcoming Paving Location
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CITY OF SHERMAN
Streets Maintenance Paving
June 2025 - June 2026
11.95 Miles Completed



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CITY OF SHERMAN
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CITY OF SHERMAN
Streets Maintenance Paving
June 2025 - June 2026
11.95 Miles Completed



- Legend**
- Paving June-Sept 2025
 - Paving October-December 2025
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 - Upcoming Paving Location
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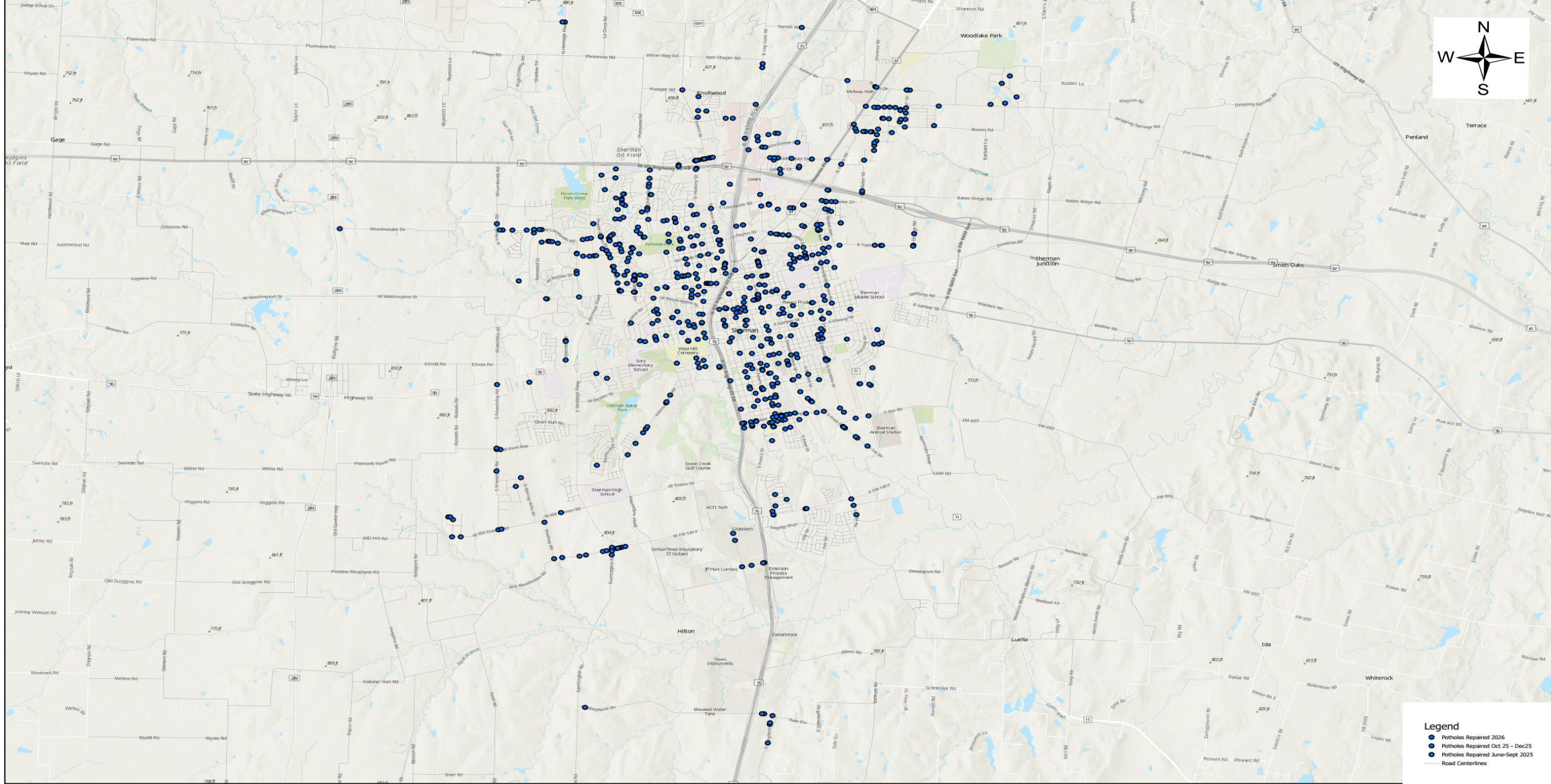
CITY OF SHERMAN
Streets Maintenance Paving
June 2025 - June 2026
11.95 Miles Completed

The Cities pothole crew has addressed pothole complaints while also actively looking for potholes while driving around the city.

Over 1,700 potholes were repaired by this crew.

These repairs also occurred in all four quadrants of the city.

POTHOLE REPAIRS TO DATE



CITY OF SHERMAN
Streets Maintenance Potholes
June 2025 - June 2026
~1,700 Potholes Repaired

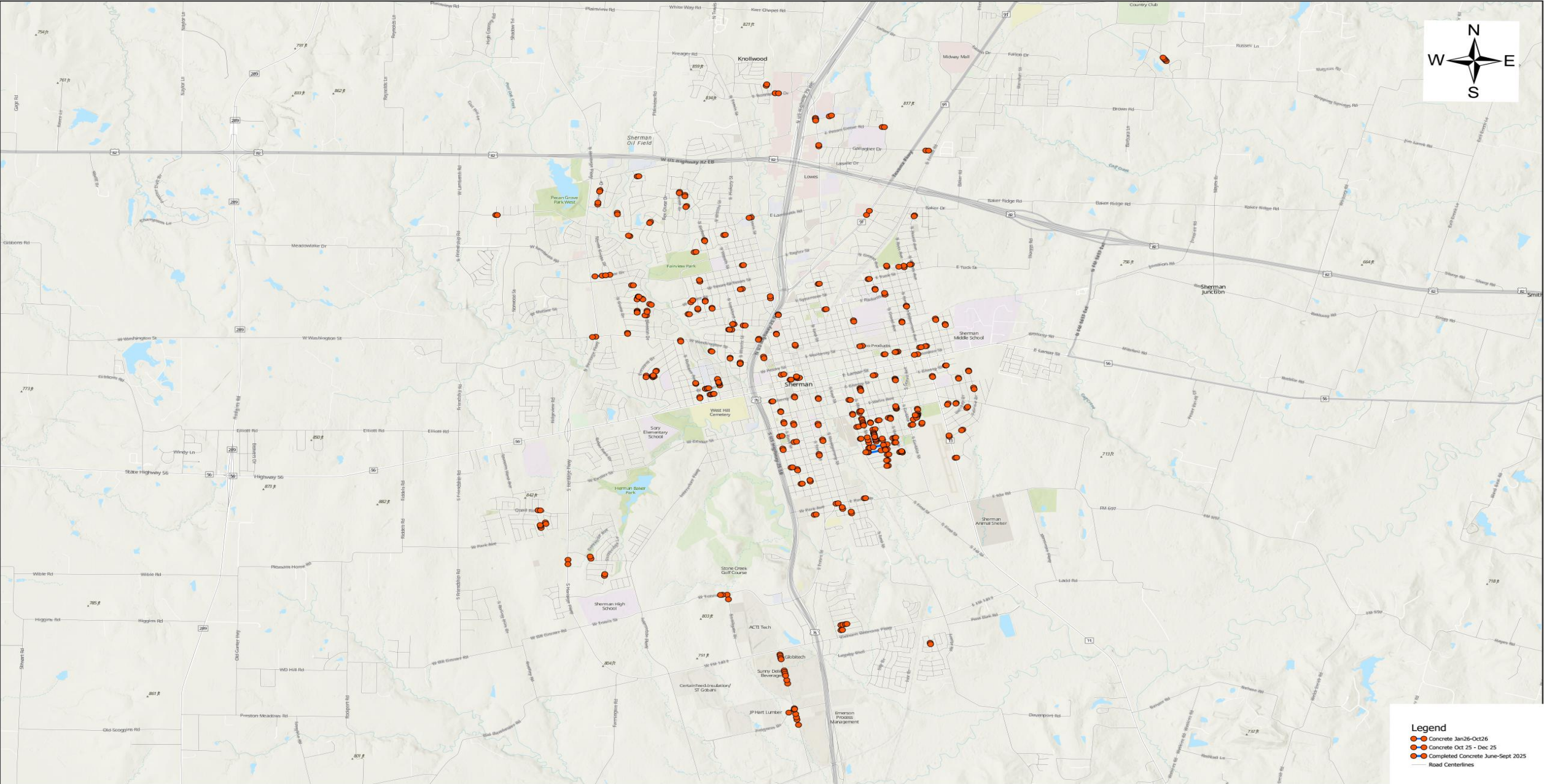


CONCRETE REPAIRS TO DATE

Concrete crews are responsible for curb and gutter repair/replacement, concrete roadway repairs, utility cuts and panel replacements.

These crews work in advance of the asphalt crew to repair/replace damaged curb and gutters to keep asphalt paving operations on schedule.

This crew has also worked in all four quadrants of the city and is responsible for approximately 575 cubic yards of concrete work.



CITY OF SHERMAN
Streets Maintenance Concrete
June 2025 - June 2026
575 Cubic Yards Used

STORM DRAIN CREW

This crew is responsible for all storm drainage including open drainage and storm drain structures.



They are responsible for working on keeping storm drain areas free from obstructions during rain events.



This crew is often supplemented with street department employees during these rain events or other operations that require additional support.



This crew has service approximately 30 locations in all four quadrants.

UPCOMING STREETS PROJECTS PLAN

Continue repaving Canyon Creek, Nantucket, Vancouver, and Sherwood neighborhood. This is the area where the contractor realigned the sanitary sewer out of the creek and into the roadway.

(Current)

Cherry St phase two project
(Contractor, TBD, \$1.5 million)

Interurban Parkway
(Contractor, TBD, \$5 million)

Several downtown streets
(early 2027)

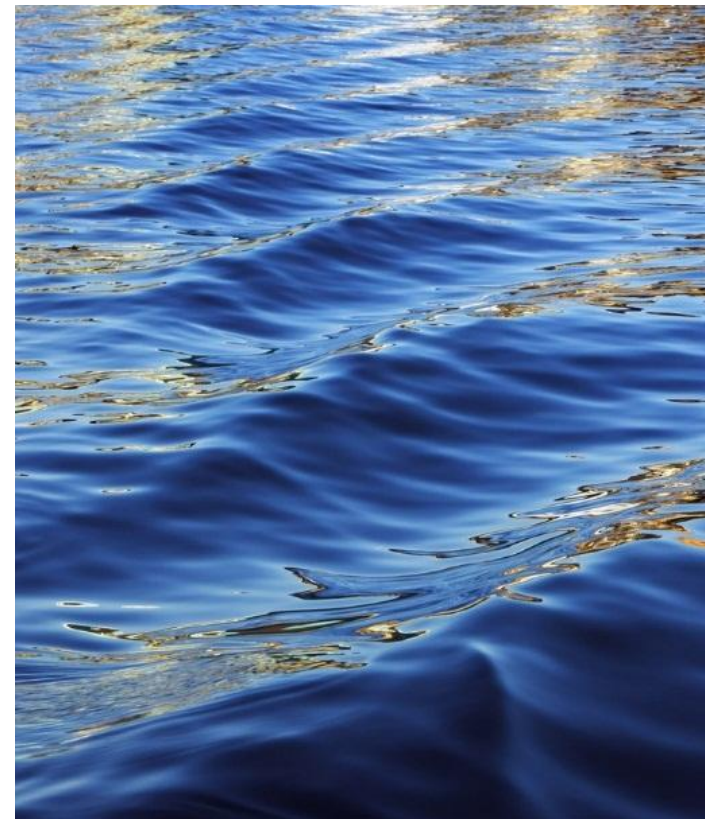
Vernon Holland/College street
neighborhood
(End of 2026)

FIVE YEARS OF STREET IMPROVEMENTS

- Public Works fully understands and has responded to the Mayor and Councils desire to improve the conditions of our roadways and appreciates the support received.
 - 2021/2022 – 3.94 miles
 - 2022/2023 – 5.40 miles
 - 2023/2024 – 5.47 miles
 - 2024/2025 – 6.20 miles
 - 2025/2026 – 15.2 miles

BREAK

Water Rates Breakdown



Water Rate Breakdown

- Base Rate (Fixed by Meter Size)
 - Includes first 1,500 gallons / month
- Volume Charge (Variable)
- Tiered Rates based on Meter Size and Volume
 - 5 total tiers - 1,500, 20,000, 100,000, 500,000 15,000,000

Portion of Bill	\$/month	Notes
Base Rate	\$26.91 \$10.73	• Fixed Portion of Bill • Increases with Meter Size 50% • Includes first 1,500 gallons
Volume Charge	\$3.86 \$4.56	• Variable Portion of Bill • One rate for most residential 50% • 5 total tiers for larger users
Total Bill	\$44.28 \$31.25	• \$75.53

*Based on Residential ¾" Meter using 6,000 gal / month

Water Rate Breakdown

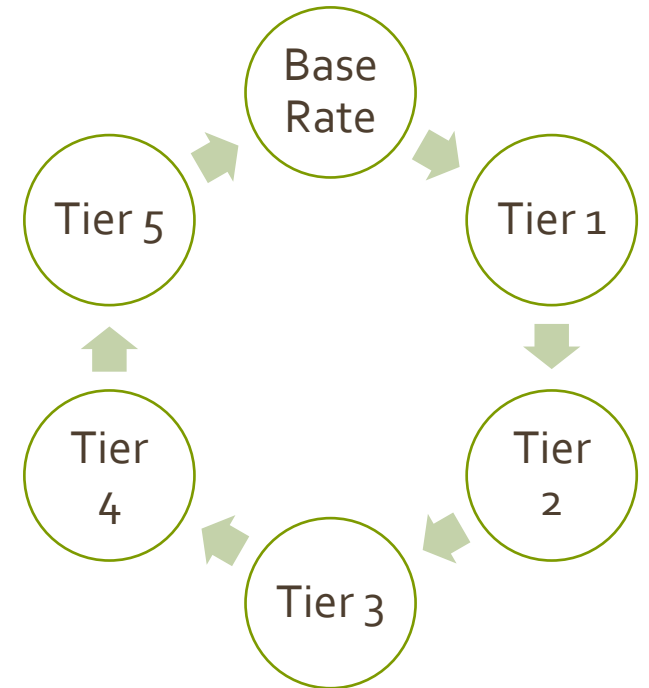
- Tiered Rates based on Meter Size and Volume
 - 5 total tiers - 1,500, 20,000, 100,000, 500,000 15,000,000

Portion of Bill	\$/month	Notes
Base Rate	\$181.78 \$10.73	• Fixed Portion of Bill • Increases with Meter Size • Includes first 1500 gallons 55%
Volume Charge	\$3.86 \$4.56	• Variable Portion of Bill • One rate for most residential • 5 total tiers for larger users 45%
Total Bill	\$253.19 \$95.09	• \$348.28

*Based on Commercial Usage 2" Meter using 20,000 gal / month

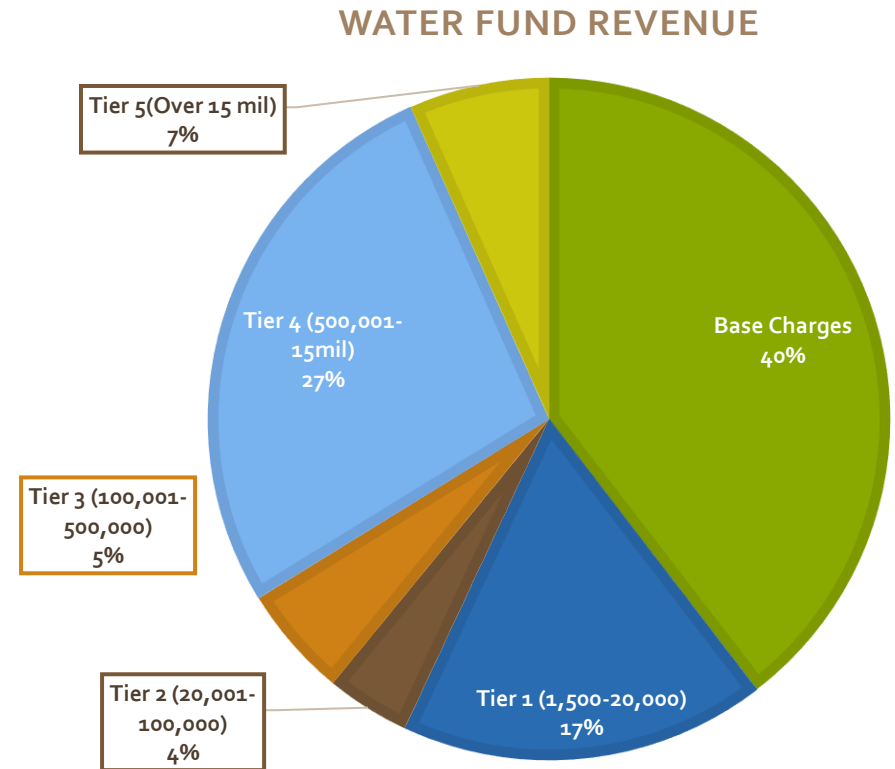
Revenue Rate Breakdown (Pulled from March)

		Varies
• Base Rate:	(__%)	-
• T1 - 1,500-20,000:	(__%)	\$3.86/1000 gal
• T2 - 20,001-100,000:	(__%)	\$5.11/1000 gal
• T3 - 100,101-500,000:	(__%)	\$6.36/1000 gal
• T4 - 500,501-15,000,000:	(__%)	\$7.61/1000 gal
• T5 - 15,000,0001 and above:	(__%)	\$9.36/1000 gal



Revenue Rate Breakdown (Pulled from March)

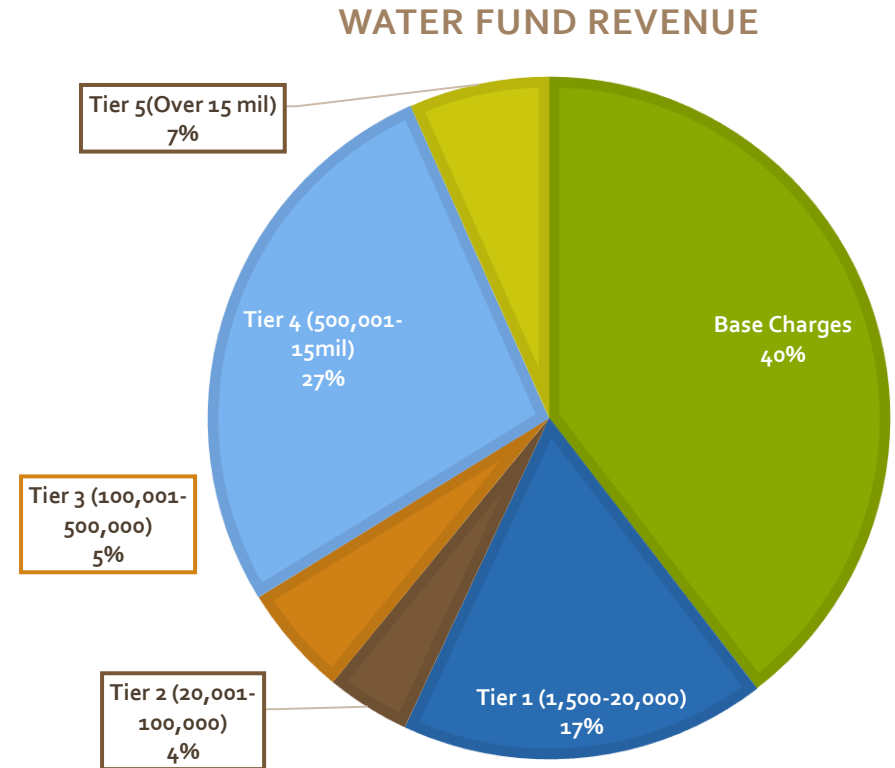
• Base Rate:	(40%)	-
• T1 - 1,500-20,000:	(17%)	\$3.86/1000 gal
• T2 - 20,001-100,000:	(4%)	\$5.11/1000 gal
• T3 - 100,101-500,000:	(5%)	\$6.36/1000 gal
• T4 - 500,501-15,000,000:	(27%)	\$7.61/1000 gal
• T5 - 15,000,0001 and above:	(7%)	\$9.36/1000 gal



Revenue Rate Breakdown \$30m /Year

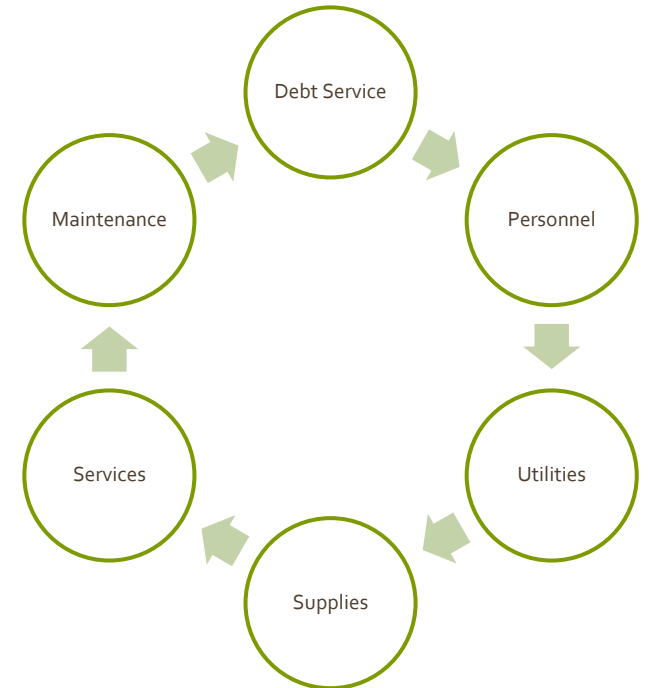
- Base Rate: (40%) \$12,000,000
- T1 - 1,500-20,000: (17%) \$5,100,000
- T2 - 20,001-100,000: (4%) \$1,200,000
- T3 - 100,101-500,000: (5%) \$1,500,000
- T4 - 500,501-15,000,000: (27%) \$8,100,000
- T5 - 15,000,0001 and above: (7%) \$2,100,000

Total = \$30,000,000



Expense Breakdown

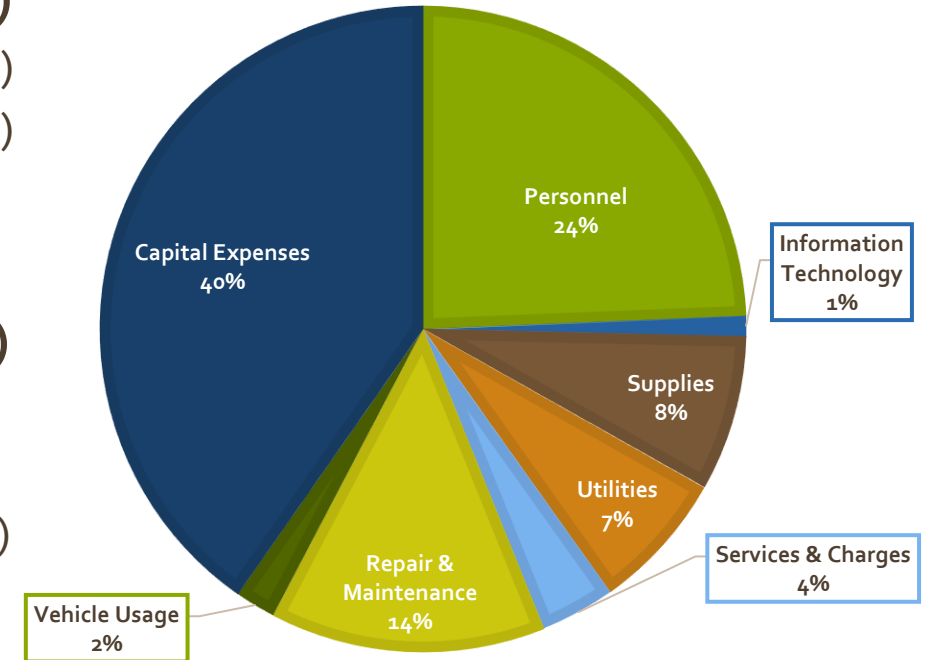
- Fixed Cost (__?)
 - Debt Service (__?)
 - Personnel (__?)
 - Information Technology (__?)
- Variable Cost (__?)
 - Utilities: Electric / Gas (__?)
 - Supplies: Chemicals, Materials (__?)
 - Repair / Maintenance: Storm Damage / Pump Failure (__?)
 - Service Charges: 3rd Party Contracts, TCEQ Compliance (__?)
 - Vehicle Usage: O/M on Equipment / Gas (__?)



Expense Breakdown

- Fixed Cost (65%)
 - Debt Service (40%)
 - Personnel (24%)
 - Information Technology (1%)
- Variable Cost (35%)
 - Utilities: Electric / Gas (7%)
 - Supplies: Chemicals, Materials (8%)
 - Repair / Maintenance: Storm Damage / Pump Failure (14%)
 - Service Charges: 3rd Party Contracts, TCEQ Compliance (4%)
 - Vehicle Usage: O/M on Equipment / Gas (2%)

WATER FUND EXPENSES

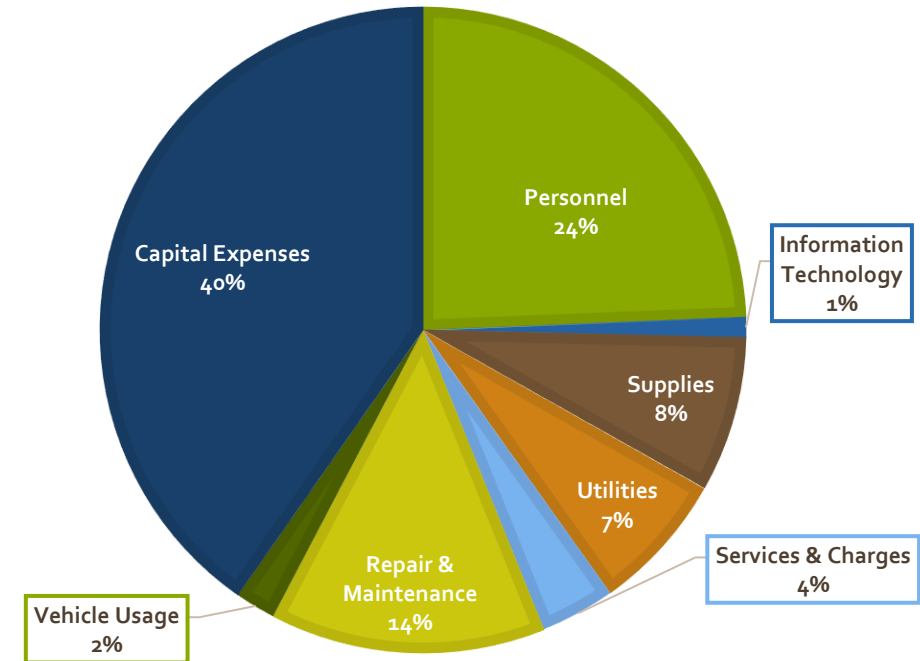


Expense Breakdown \$30m / Year

- Fixed Cost (65%) **\$19,500,000**
 - Debt Service (40%) \$12,000,000
 - Personnel (24%) \$7,200,000
 - Information Technology (1%) \$300,000
- Variable Cost (35%) **\$10,500,000**
 - Utilities (7%) \$2,100,000
 - Supplies (8%) \$2,400,000
 - Repair / Maintenance (14%) \$4,200,000
 - Service Charges (4%) \$1,200,000
 - Vehicle Usage (2%) \$600,000

Total = \$30,000,000

WATER FUND EXPENCES



CITY OF SHERMAN

2026 Water and Wastewater Rate Study Update City Council Workshop

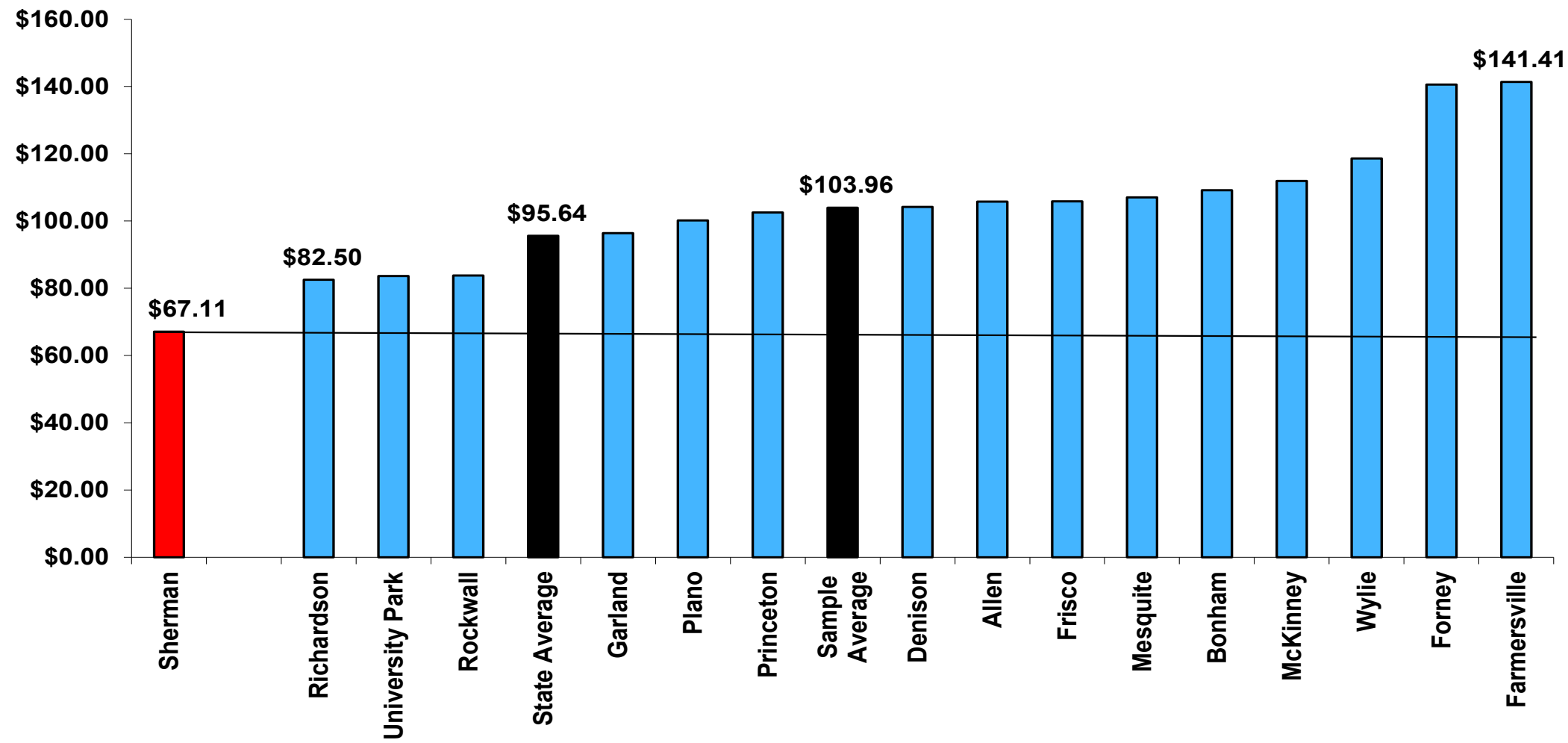


April 2026

Updated: Apr 20 2026



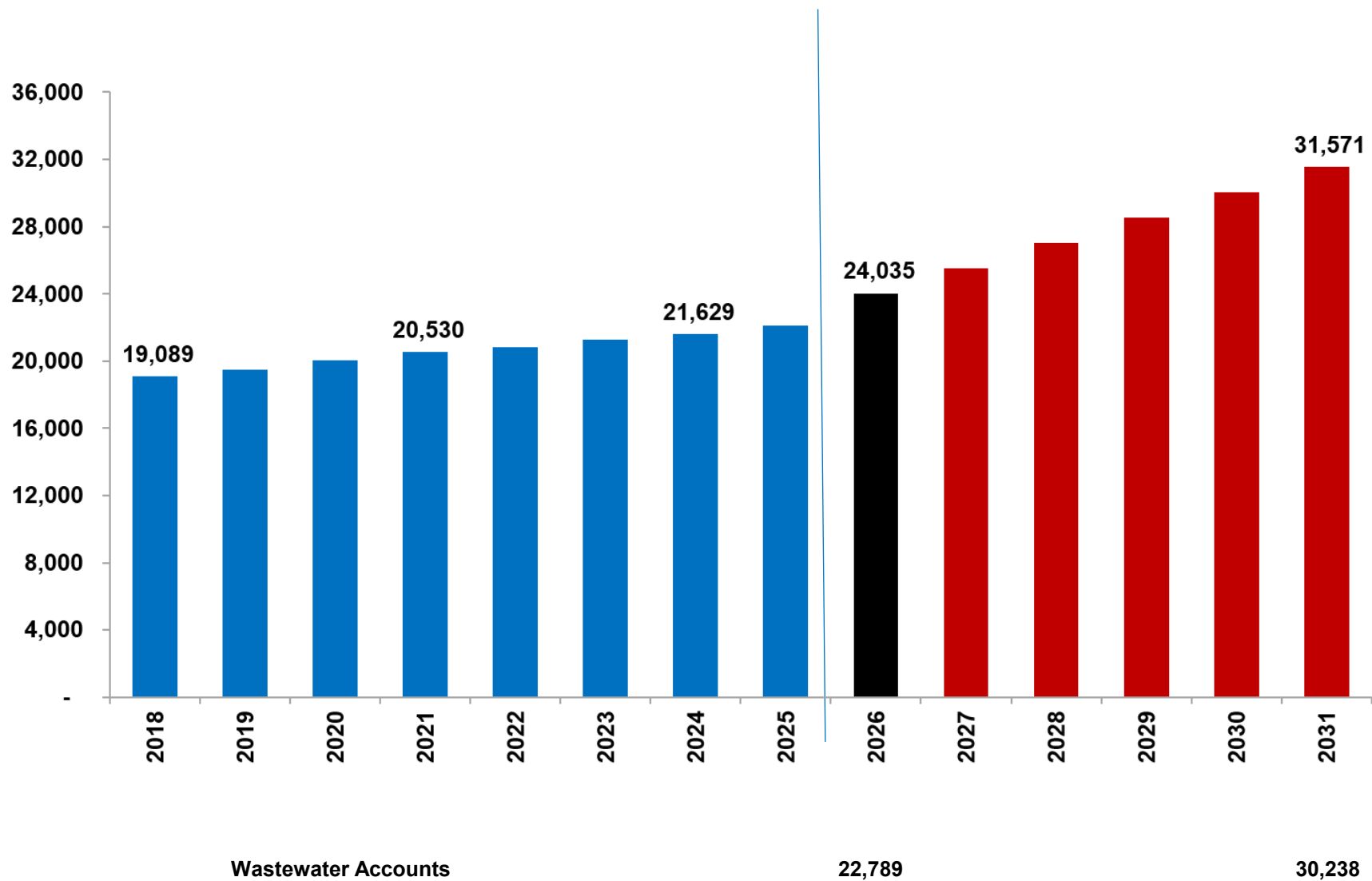
Monthly Residential Charges | 5,000 Gallons Water and Wastewater



*Rates as of January 2026

Sherman's average monthly residential use is 5,386 gallons

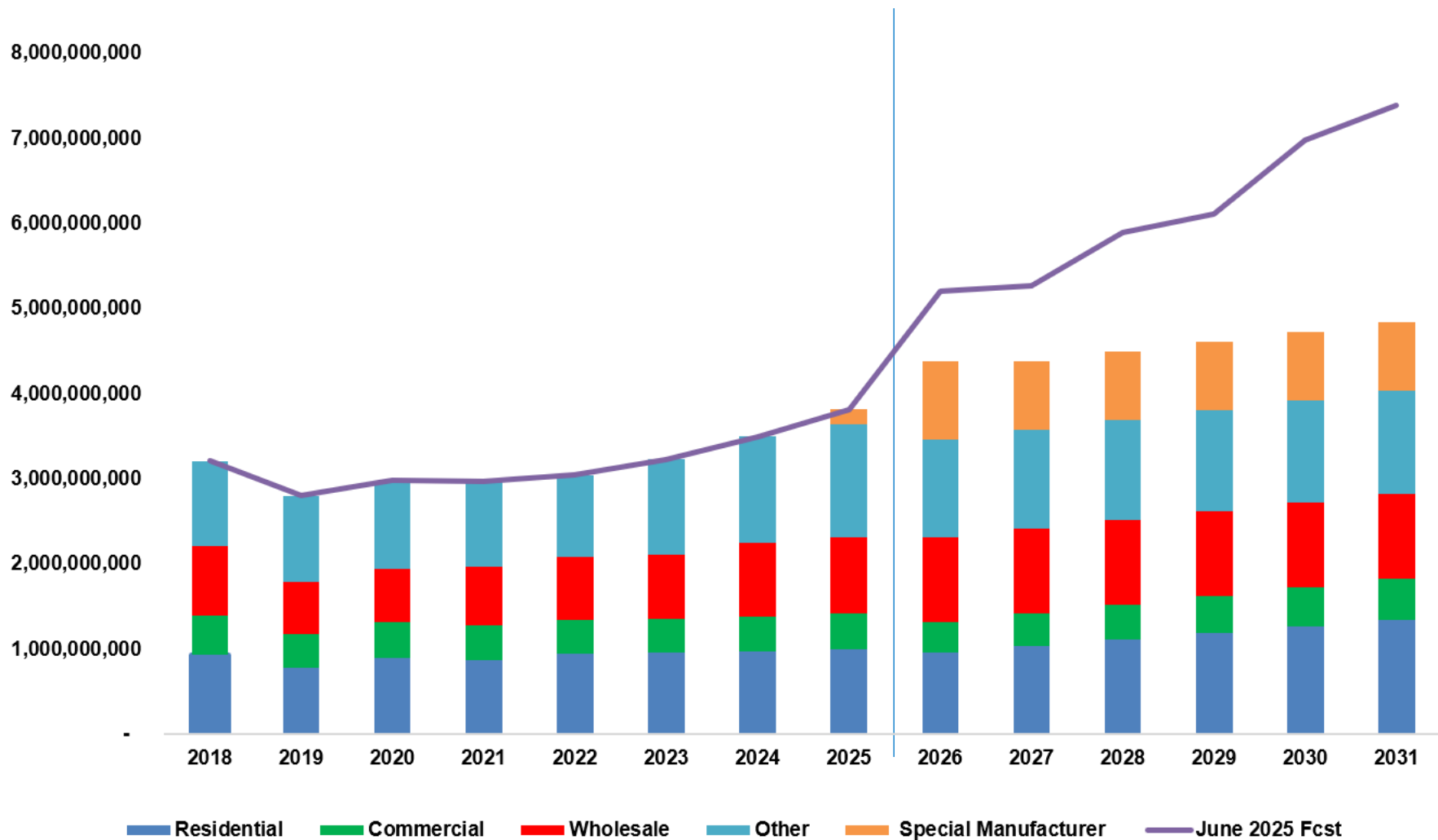
Historical and Forecast Water Accounts



2025 estimate of 1,500 new water accounts per year remains valid.

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

Historical and Forecast Water Consumption

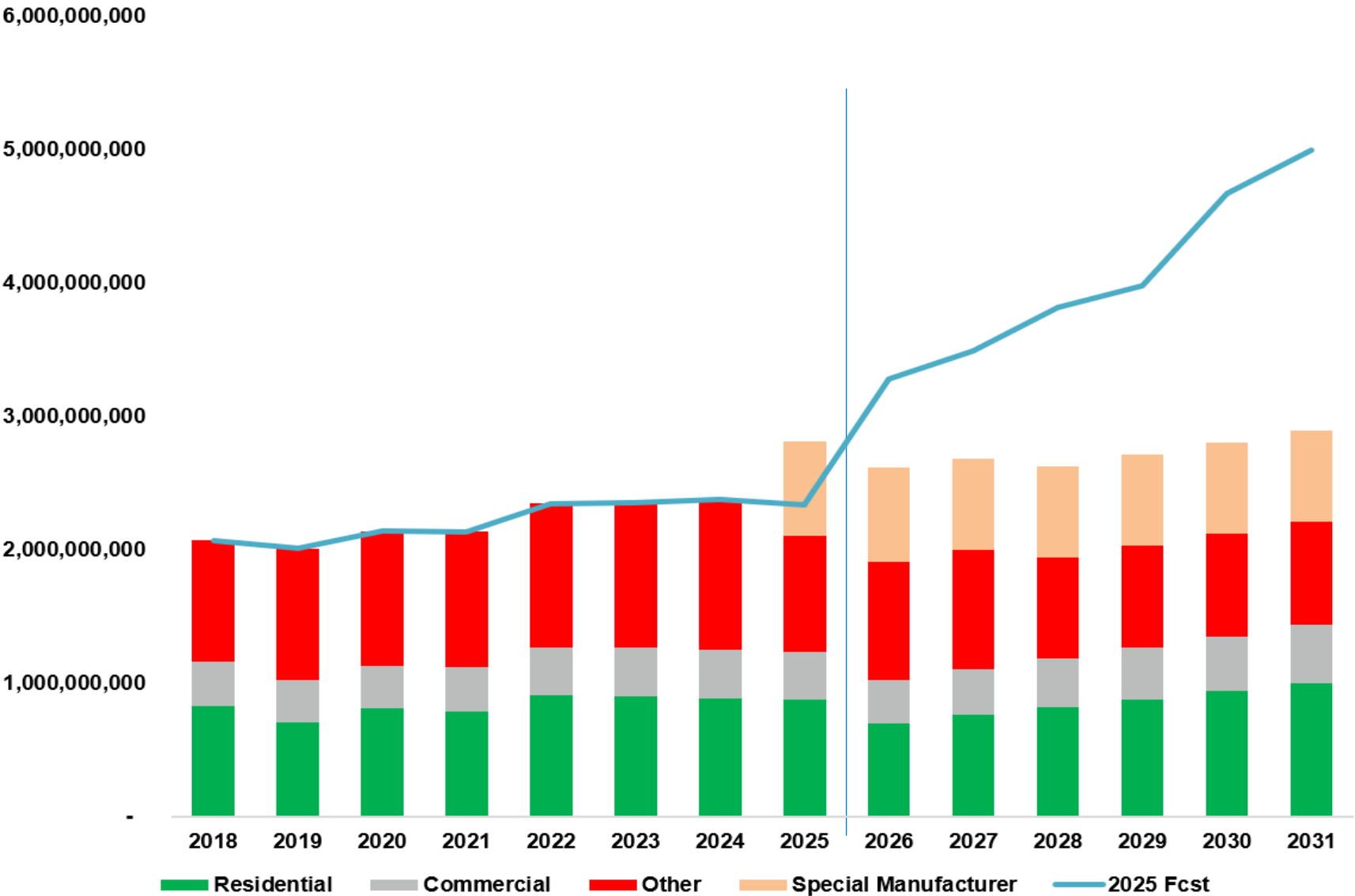


Significant decrease in special manufacturers estimated consumption requires revised overall City usage forecast.

2031 Forecast

Prior- 7,385,647,227
Curr – 4,832,995,719
Diff – 2,552,651,508

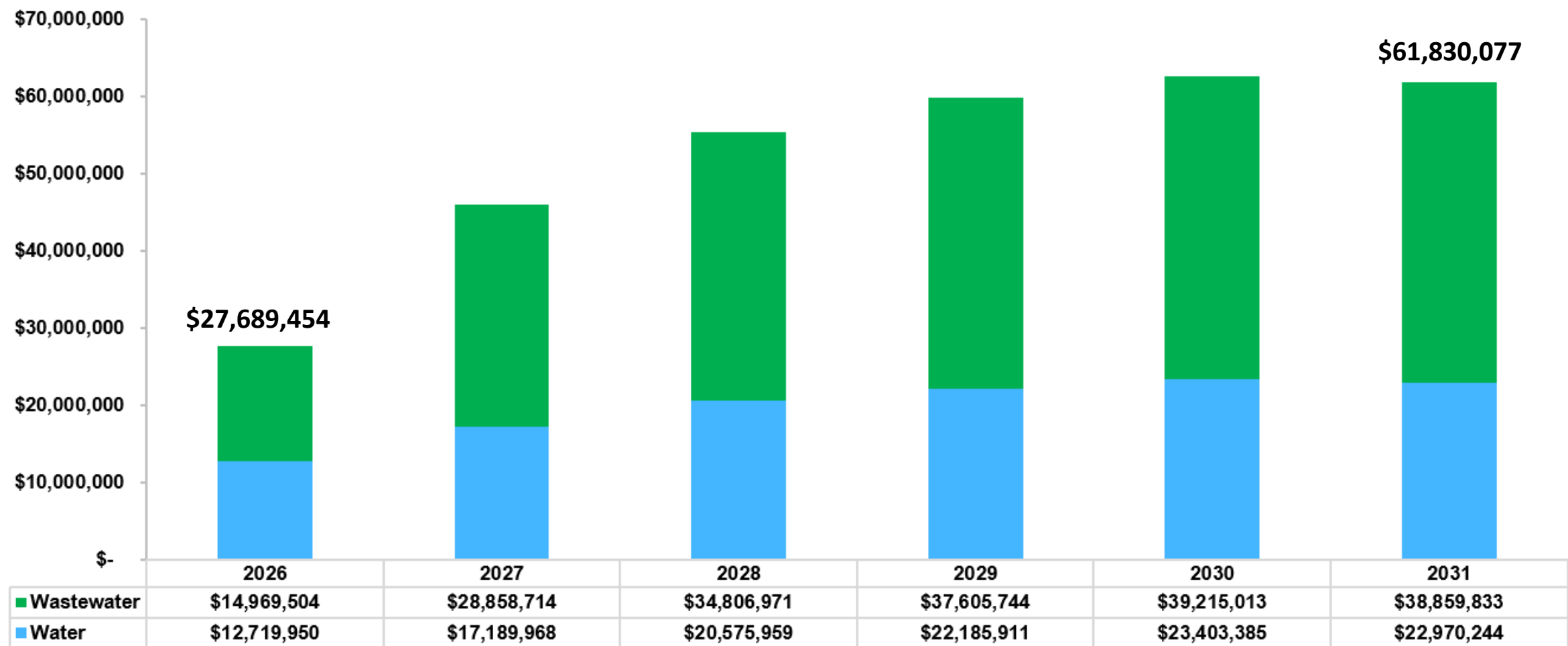
Historical and Forecast Wastewater Flows



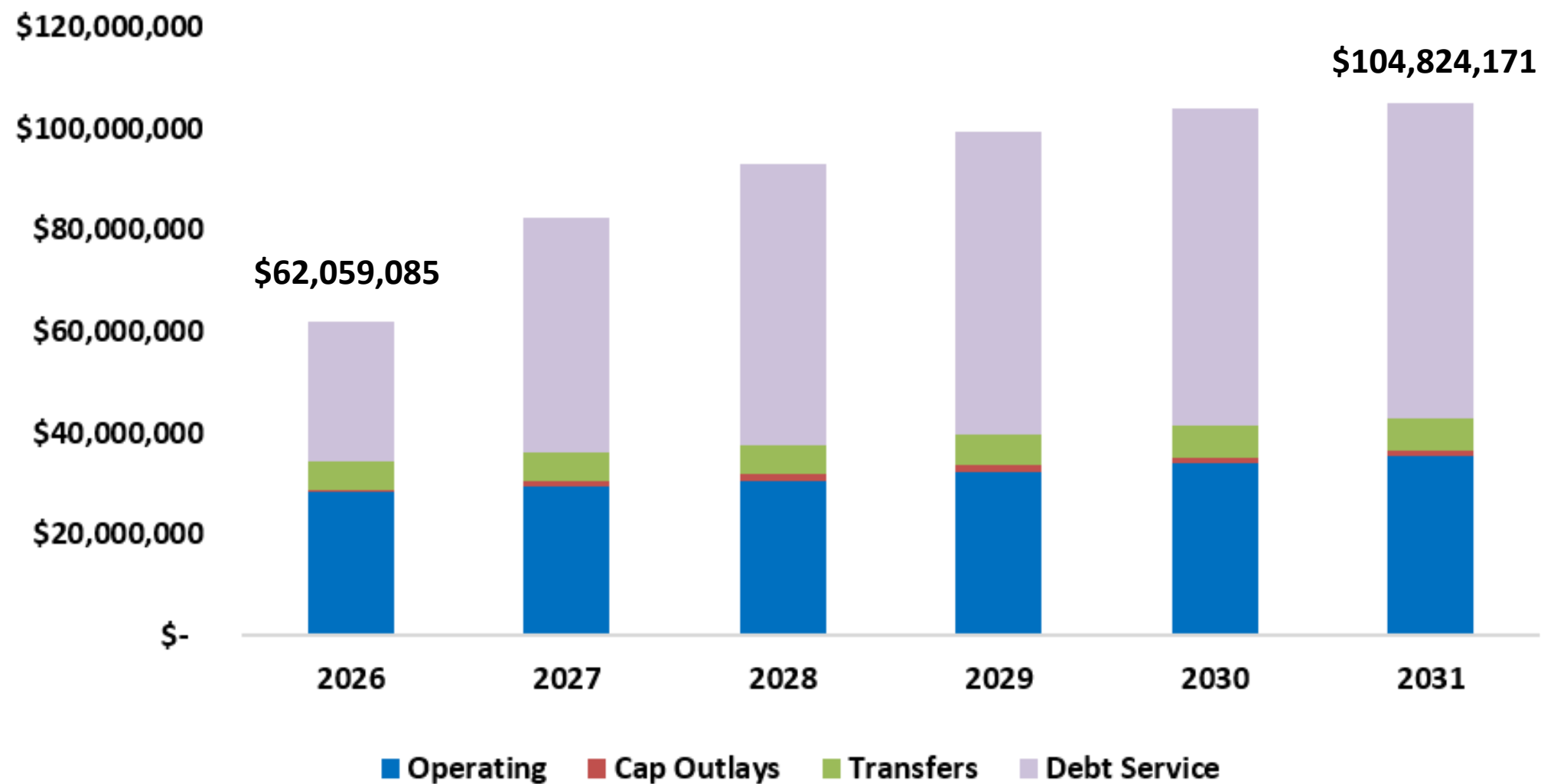
2031 Forecast

Prior -- 4,997,011,234
Curr -- 2,899,021,898
Diff -- 2,097,989,336

Annual Debt Service Payments FY 2026-2031



Forecast Cost of Service | Water and Wastewater



Notes on Rate Proposal

- “Super User” minimum charges established April 2026
- Due to lesser overall volumes, higher water and wastewater adjustments for all classes recommended for October 2026
- Rate plan should be reviewed every six months as new usage data becomes available



Proposed Rate Plan -- Water

		Effective	
		Current	Oct-26
WATER -- Customer Service Charge			
5/8 X 3/4"		\$ 26.91	\$ 28.26
1"		53.10	55.76
1 1/2"		106.69	112.03
2"		181.78	190.86
3"		396.29	416.11
4"		696.57	731.40
6"		1,554.59	1,632.32
8"		3,767.73	3,956.11
10"		7,535.46	7,912.23
12"		490,000.00	490,000.00
12" -- TI		392,000.00	392,000.00
12" -- GW		367,500.00	367,500.00
Water -- Volumetric Charge			
<u>Residential/Commercial</u>			
1,500	20,000	3.86	4.05
20,001	100,000	5.11	5.55
100,001	500,000	6.36	7.05
500,001	15,000,000	7.61	8.55
15,000,001	Above	9.36	11.05
<u>TI1</u>			
	20.0%		
1,500	20,000	3.09	3.24
20,001	100,000	4.09	4.44
100,001	500,000	5.09	5.64
500,001	15,000,000	6.09	6.84
15,000,001	Above	7.49	8.84
<u>Global Wafers GW & GT</u>			
	25%		
1,500	20,000	2.90	3.04
20,001	100,000	3.83	4.16
100,001	500,000	4.77	5.29
500,001	15,000,000	5.71	6.41
15,000,001	Above	7.02	8.29

Proposed Rate Plan -- Wastewater

		Effective	
		Current	Oct-26
WASTEWATER -- Customer Service Charge			
<u>Customer Service Charge</u>			
All Meters		\$ 10.73	\$ 12.77
12"		450,000.00	450,000.00
12" -- TI		360,000.00	360,000.00
12" -- GW		337,500.00	337,500.00
WASTEWATER -- Volumetric Rate			
<u>Residential</u>			
1,500	9,000	4.56	5.43
<u>Commercial</u>			
1,500	100,000	4.56	5.43
100,001	500,000	5.81	6.93
500,001	10,000,000	7.06	8.43
10,000,001	Above	12.00	14.28
<u>TI1</u>			
1,500	100,000	3.65	4.34
100,001	500,000	4.65	5.54
500,001	10,000,000	5.65	6.74
10,000,001	Above	9.60	11.42
<u>Global Wafers GW & GT</u>			
1,500	100,000	3.42	4.07
100,001	500,000	4.36	5.19
500,001	10,000,000	5.30	6.32
10,000,001	Above	9.00	10.71

Proposed Rate Plan – Impact on Monthly Charges

		Effective	
		Current	Oct-26
Residential Monthly Charges Inside -- 3/4"			
1,500 Water	Total	\$ 37.64	\$ 41.03
1,500 WW	Increase -- \$		3.38
	Increase -- %		9.0%
6,000 Water	Total	75.54	83.70
6,000 WW	Increase -- \$		8.15
	Increase -- %		10.8%
Commercial Monthly Charges Inside -- 2"			
20,000 Water	Total	\$ 348.28	\$ 379.00
20,000 WW	Increase -- \$		30.73
	Increase -- %		8.8%
TI Monthly Charges -- 12"			
28,000,000 Water	Total	1,139,953.90	1,202,247.02
23,000,000 WW	Increase -- \$		62,293.13
	Increase -- %		5.5%
GW Monthly Charges -- 12"			
24,000,000 Water	Total	986,589.28	1,034,033.84
19,000,000 WW	Increase -- \$		47,444.56
	Increase -- %		4.8%

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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

SHERMAN CITY COUNCIL WORKSHOP

Facilities Masterplan & Fleet Services Facility

City Council Workshop · June 11, 2026

PART 1 Facilities Masterplan — Process, Tiers & Portfolio

PART 2 Fleet Services Facility — Project Update

Presented by Hidell Associates Architects

City of Sherman

Today's Presentation

PART 1

Facilities Masterplan

- How the masterplan was built — a year of assessment
- How the tier system works
- Portfolio at a glance — every facility, every tier
- Maintain portfolio & capital reserve planning
- The framework going forward

PART 2

Fleet Services Facility

- Building scope & program overview
- Site plan & future expansion
- Cost status & GMP target
- Project schedule

PART 1

Facilities Masterplan

Portfolio Status Update · June 2026

5

DEPARTMENTS
ASSESSED

40+

STRUCTURES
REVIEWED

22

COMMITTEE
SESSIONS

5

PRIORITY
TIERS

65

1

CLEAR PATH
FORWARD

How the Facility Assessment Was Built

Every building walked. Every department heard. Every step with city leadership.



Every recommendation was shaped in the room with the people who run these buildings.

From Walkthrough to Priority Tier

Three inputs set every facility's place in line.

1 · WALK THE BUILDING



Every facility walked and documented — structure, systems, code, and space.

2 · SCORE WHAT WE FOUND

Structure	☐	☒	☐
Roof & Envelope	☐	☐	☒
MEP Systems	☐	☐	☒
Code & ADA	☐	☒	☐
Space & Function	☐	☐	☒

CONDITION
FAIR

FUNCTION
POOR

3 · LISTEN TO THE STAFF



Department interviews and 22 committee sessions shaped every recommendation.

EVERY FACILITY GETS
A PRIORITY TIER

TIER 1

TIER 2

TIER 3

TIER 4

TIER 5

MAINTAIN

RATING SCALE

☒ GOOD

☒ FAIR

☒ POOR

What Each Tier Means

Each tier defines how urgent a facility’s needs are — and what has to happen before it moves up.

1

TIER 1 · CRITICAL

Act Now

Safety, code, or operational failure — act now

2

TIER 2 · HIGH PRIORITY

Next in the Queue

Serious deficiencies degrading daily service — next for investment

3

TIER 3 · PLANNED

Where Most Facilities Sit

Real needs but still serving — moves up with funding or critical need

4

TIER 4 · STRATEGIC

Growth-Triggered

Advances when city growth or other projects trigger it

5

TIER 5 · DISPOSITION

Wound Down or Sold

Retired once replacements are complete — sold, demolished, or repurposed

M

MAINTAIN · HEALTHY ASSETS

No Capital Required

Reserve-funded upkeep — re-enters the tiers if condition declines

Portfolio at a Glance

Tiers 1 & 2 — the city’s priority projects.

TIER 1 · CRITICAL — ACT NOW

3 FACILITIES



Fleet Services Facility
Public Works — in design

TIER 1

CONDITION **POOR**
FUNCTION **POOR**



East Street Campus Demo
Follows Fleet relocation

TIER 1

CONDITION **POOR**
FUNCTION **POOR**



Aquatic Center Repairs
Parks & Recreation

TIER 1

CONDITION **POOR**
FUNCTION **FAIR**

TIER 2 · HIGH PRIORITY — NEXT IN THE QUEUE

5 FACILITIES



Community Services Bldg
City Staff

TIER 2

CONDITION **FAIR**
FUNCTION **FAIR**



Fire Station 5 + Fire Admin
Public Safety — new

TIER 2

CONDITION **FAIR**
FUNCTION **POOR**



East St — Street + Utilities
Public Works

TIER 2

CONDITION **POOR**
FUNCTION **POOR**



Municipal Building
City Staff — improvements

TIER 2

CONDITION **POOR**
FUNCTION **POOR**



Utility Billing
Relocating to Comm. Services

TIER 2

CONDITION **POOR**
FUNCTION **POOR**

Portfolio at a Glance

Tier 3 — where most city facilities sit.

TIER 3 · PLANNED — WHERE MOST CITY FACILITIES SIT					10 FACILITIES
 Senior Center Parks & Recreation TIER 3 CONDITION FAIR FUNCTION FAIR	 Activity Center Parks & Recreation TIER 3 CONDITION POOR FUNCTION POOR	 Taylor St. Gym Replacement — Parks & Rec TIER 3 CONDITION POOR FUNCTION POOR	 Glennie O Ham Parks & Recreation TIER 3 CONDITION FAIR FUNCTION FAIR	 Animal Shelter Public Safety TIER 3 CONDITION FAIR FUNCTION FAIR	 Transfer Station Public Works TIER 3 CONDITION POOR FUNCTION POOR
 Parks Maintenance Parks & Recreation TIER 3 CONDITION GOOD FUNCTION FAIR	 Facilities Maintenance Public Works TIER 3 CONDITION FAIR FUNCTION POOR	 Meter Shop / FS2 Public Works TIER 3 CONDITION FAIR FUNCTION FAIR	 Solid Waste Public Works TIER 3 CONDITION POOR FUNCTION POOR		

Portfolio at a Glance

Tiers 4 & 5 — contingent on growth and other projects.

TIER 4 · STRATEGIC — GROWTH-TRIGGERED

3 FACILITIES



Fire Station 6

Public Safety — growth-triggered

TIER 4



Police Expansion

Public Safety

TIER 4



City Hall Campus Masterplan

City Staff

TIER 4

Tier 4 projects are future facilities — not rated until they exist.

TIER 5 · DISPOSITION — WOUND DOWN OR SOLD

5 FACILITIES



City Hall Annex

City Staff

TIER 5

CONDITION

FUNCTION

POOR

FAIR



100 S Rusk

Current Fleet site

TIER 5

CONDITION

FUNCTION

POOR

POOR



Farm Bureau Bldg

City Staff

TIER 5

CONDITION

FUNCTION

FAIR

FAIR



Taylor Street Gym

Parks & Recreation

TIER 5

CONDITION

FUNCTION

POOR

POOR



Impound

Public Safety

TIER 5

CONDITION

FUNCTION

POOR

POOR

The Maintain Portfolio — 11 Facilities



Fire Station 1

12,750 SF
Completed 2024

Maintain



Fire Station 3

7,120 SF
Graduating Fall '26

Graduating



Fire Station 4

9,853 SF
Built 2018

Maintain



Police HQ

33,400 SF
Completed 2023

Maintain



City Hall

14,135 SF
Renovated

Maintain



Public Library

18,000 SF
Reno 2019

Maintain



Aquatic Center

4,665 SF
Good

Maintain



Airport

2,100 SF
Adequate

Maintain



Water / Wastewater

Various Facilities
Adequate

Maintain



Alexander / Dupree

3,575 SF
Fire Dept storage

Maintain



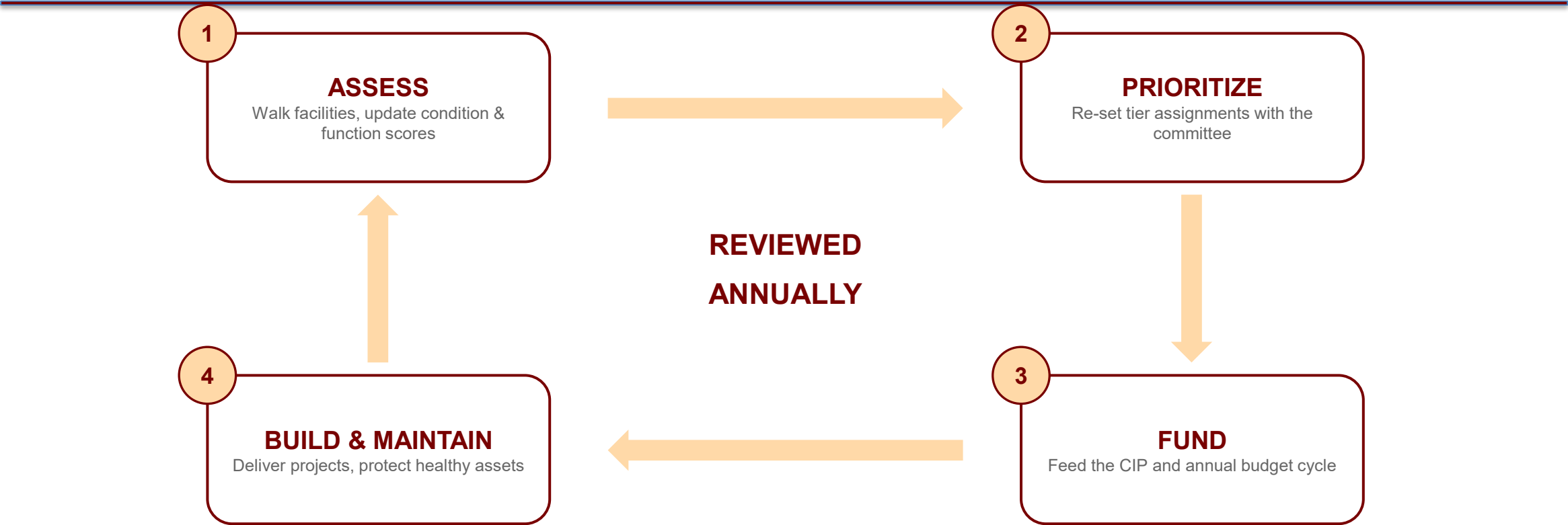
Fire Training Tower

3,277 SF
New 2025

Maintain

The Framework Going Forward

A living plan — reviewed every year, adjusted as Sherman grows.



Tier assignments are not set in stone — the plan adapts as conditions, funding, and growth change.

PART 2

Fleet Services Facility

Project Update · June 2026

35,948 SF on 5.52 acres · **12** repair bays · **GMP** October 2026

Built for the full fleet

- 12 repair bays — incl. tire bay & parts wash
- Passenger & PM / heavy-repair bays
- Parts counter & secured storage
- Break, bunk & locker rooms — storm-event ready
- 2nd-floor Public Works admin + shell for growth

35,948

SF TOTAL

12

REPAIR BAYS

2

STORIES

5.52

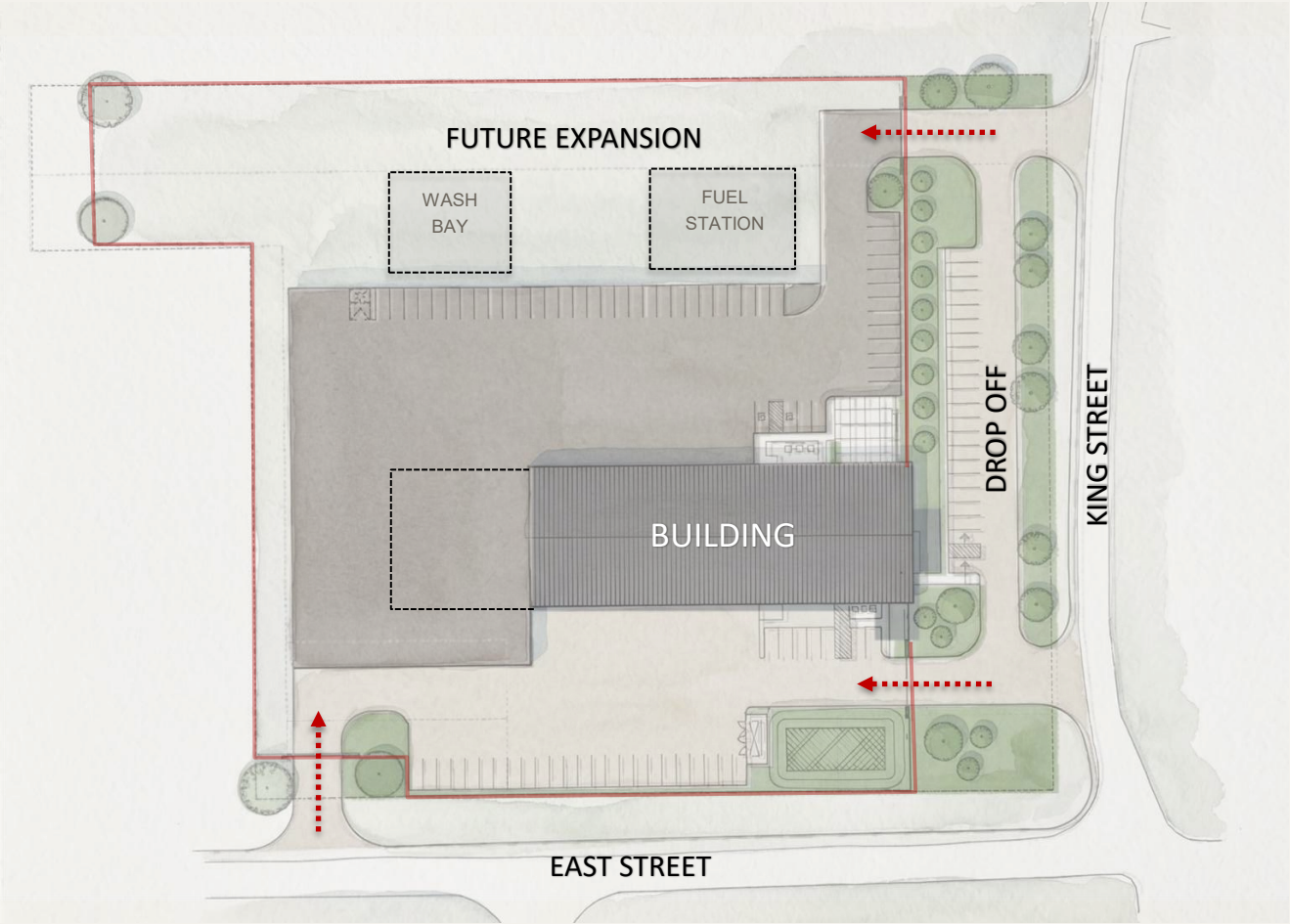
ACRES



MAIN BUILDING ENTRY

Site Plan & Future Expansion

3501 E King Street — 5.52 acres designed for today and tomorrow



Controlled access

Drop-off stays outside the secure gate; fleet staff move vehicles within the controlled yard.

Storage capacity

Ample yard for vehicle & equipment storage — supports the full 530-vehicle fleet with room to grow.

Future expansion

Site is laid out for a future wash bay, fuel station, and building expansion to the north.

Built for the full fleet

- 12 repair bays — incl. tire bay & parts wash
- Passenger & PM / heavy-repair bays
- Parts counter & secured storage
- Break, bunk & locker rooms — storm-event ready
- 2nd-floor Public Works admin + shell for growth

35,948

SF TOTAL

12

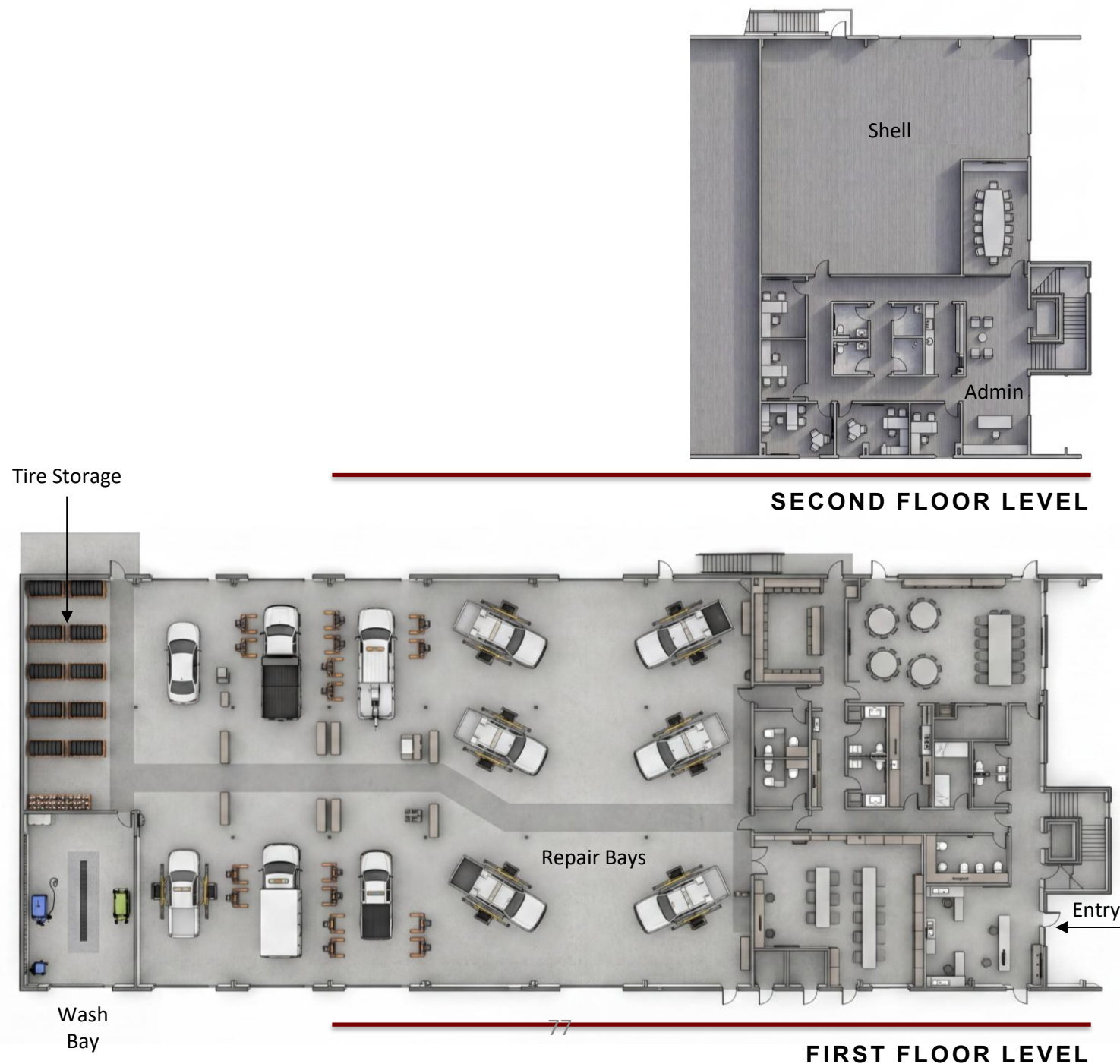
REPAIR BAYS

2

STORIES

5.52

ACRES



Designed for Today and Tomorrow

Fleet grows ~19 vehicles/year — Phase I built for current demand, with the site ready to expand.



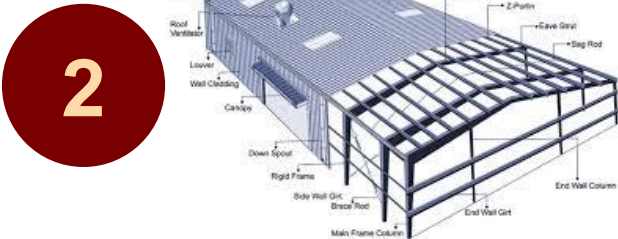
Partnering for the Best Building at the Best Price

CMAR on board · preliminary pricing complete · refining the design together



CMAR On Board

The City selected its Construction Manager at Risk in May through a qualifications-based process — now embedded with the design team.



Preliminary Pricing

An independent, market-based estimate completed in May on the preliminary design — approximately \$9 million.

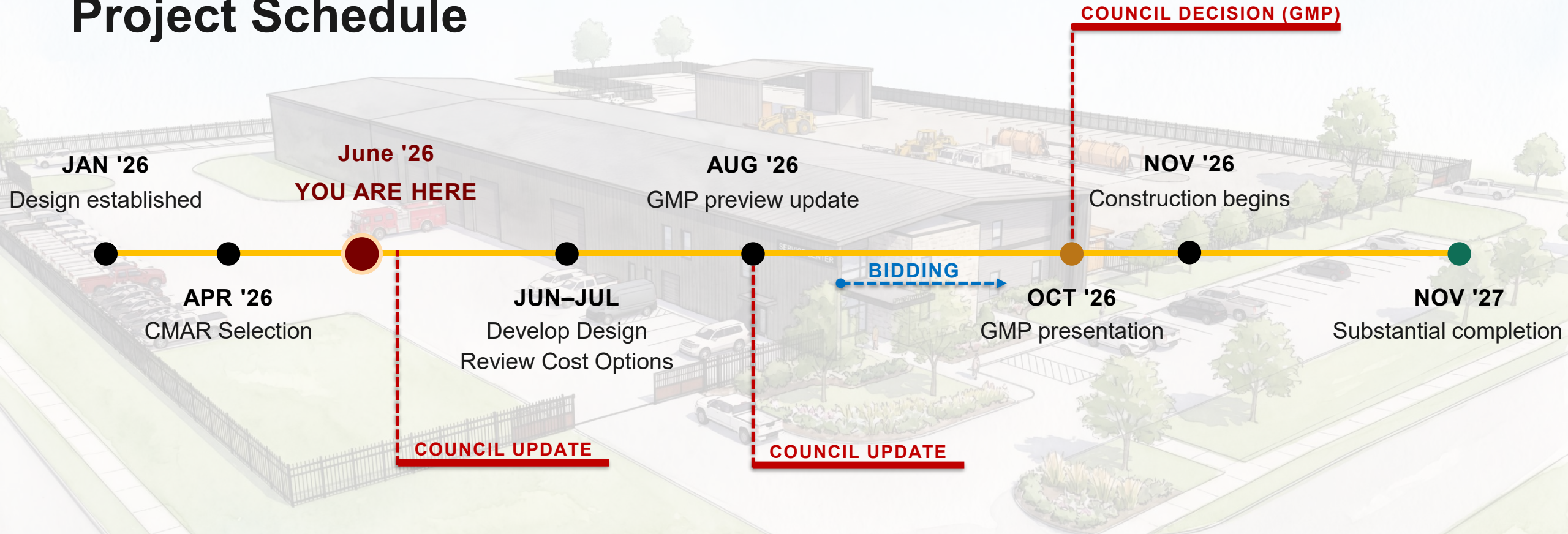


Refining Together

One team reducing cost while improving efficiency and value — a Guaranteed Maximum Price comes to Council in October.

Preliminary cost — **Sub \$9M** working to a **low \$8M** target

Project Schedule



Design and Construction · Now to Nov 2027

WORKING LUNCH



FLYOVER

Solid Waste



Financial Assumptions for FY2027 Budget

Current level of funding of vehicles is unsustainable

- Spending more on maintenance than original cost of truck.
- Knuckle Trucks - 2 of the 5 trucks fail all tests for age, maintenance and hours.
- Side-load (SDL) – 6 of the 13 SDL fail tests for age, maintenance and hours.
- Front-Load – Unit 3408 FL; supposed to be turned in but can't because so many trucks are down; 12 years old. 4 of 12 fail tests.
- Added 7th RSW route without more resources. Just keep fixing trucks past their useful life. Labor and parts costs straining equipment maintenance services and budget.
- Equipment replacement needs are compounding – about \$2.7mm in FY2027.
- Useful life of a trash truck is 7 years, front line.



FY2027 Budget Financial Highlights

1

Rate increase to \$20 and 5% CSW as of October 1, 2026

2

No new positions

3

Tax Note financing of \$2.7 million

- 2 Side-loads
- Knuckle truck
- Transfer truck
- Front-load truck
- Roll-off truck

Solid Waste Rates

Current rate: \$15.60

Peer city average (2025): \$31.44

Rates to get to 70 days at the end of FY2028:

October 1, 2026: \$22.00 RSW and 5% CSW

October 1, 2027: \$28.80 RSW

Rates to get to 60 days at the end of FY2027

October 1, 2026: \$24.65 and 5% CSW

Do nothing and no additional TASWA distribution:

Run out of money in FY2027



Solid Waste Rates

What's in
the
budget?



TASWA Distribution before year-end of \$375,000



TASWA Distribution in FY2027 of ^{\$7}\$1.2mm (same as FY2026) plus \$375,000



October 1, 2026

RSW - Rate increase from \$15.60 to \$20.00

CSW – 5% increase



42 DAYS IN RESERVE AT THE END OF FY2026
35 DAYS IN RESERVE AT THE END OF FY2027

Solid Waste Fund

2026-2027 ANNUAL BUDGET



	Actual 2024-2025	Adjusted Budget 2025-2026	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ 1,765,177	\$ 2,828,436	\$ 2,121,535	\$ 1,347,501
Revenues				
Solid Waste Service	9,751,510	10,417,000	9,258,000	10,464,000
Service Charges & Penalties	125,492	150,000	130,000	130,000
Interest Income	77,834	70,000	72,000	68,000
Miscellaneous Revenue	1,275,503	1,170,000	1,578,700	1,581,200
Total Revenues	11,230,339	11,807,000	11,038,700	12,243,200
Total Funds Available	12,995,516	14,635,436	13,160,235	13,590,701
Expenditures				
Personnel	2,780,157	2,933,170	3,017,320	3,138,920
Supplies	439,695	478,631	491,069	415,306
Repair & Maintenance	119,788	97,507	88,821	151,903
Utilities	42,368	56,400	43,710	40,980
Information Technology	122,978	153,280	146,600	157,880
Services & Charges	3,514,813	3,681,001	3,241,367	3,288,553
Vehicle Usage	1,665,442	1,879,670	2,183,037	2,053,603
Capital Expenses	114,525	-	-	-
Fleet Services & Charges	40,000	25,000	-	-
Transfers Out	2,034,215	2,611,661	2,600,810	3,146,995
Total Expenditures	10,873,981	11,916,320	11,812,733	12,394,140
Excess Revenues over Expenditures	356,358	(109,320)	(774,033)	(150,940)
Ending Fund Balance	\$ 2,121,535	\$ 2,719,116	\$ 1,347,501	\$ 1,196,561

88



GENERAL FUND

89



GENERAL FUND

FINANCIAL ASSUMPTIONS FOR FY2027 BUDGET



SALES TAX:

Flat



PROPERTY TAX:

6% growth in existing
propertys; about \$300mm
in new value

PROPERTY TAX VALUES

TEXAS INSTRUMENTS



FY2026 Result: Came in **\$843 million below** projection

FY2027 GCAD Estimated Value: \$4.1 billion. Final value isn't known until July.

FY2027 Budget Assumption: \$3.1 billion

FY2027 Budget				
	FY2026	GCAD-FY2027	COS-FY2027	FY2027 Difference
447295 SM1	2,322,482,204	2,409,914,574	2,175,551,064	234,363,510
453520 SM2	263,345,000	377,499,769	320,422,385	57,077,385
453742 M&E	649,555,970	1,274,302,723	649,555,970	624,746,753
	3,235,383,174	4,061,717,066	3,145,529,419	916,187,648
Taxes	2,847,587.99	3,789,281.21	3,062,900.09	726,381.13



PROPERTY TAX VALUES

GLOBAL WAFERS



FY2026: Currently disputing assessed values resulting in about **\$542k of unpaid taxes**

* Court date is scheduled for **February 2027**

FY2026 Values: GCAD Improvements: \$1.3 billion

GW Reported: \$529 million

FY2027 Preliminary Values (Before Abatement) Total: \$2.3 billion

Improvements: \$1.5 billion

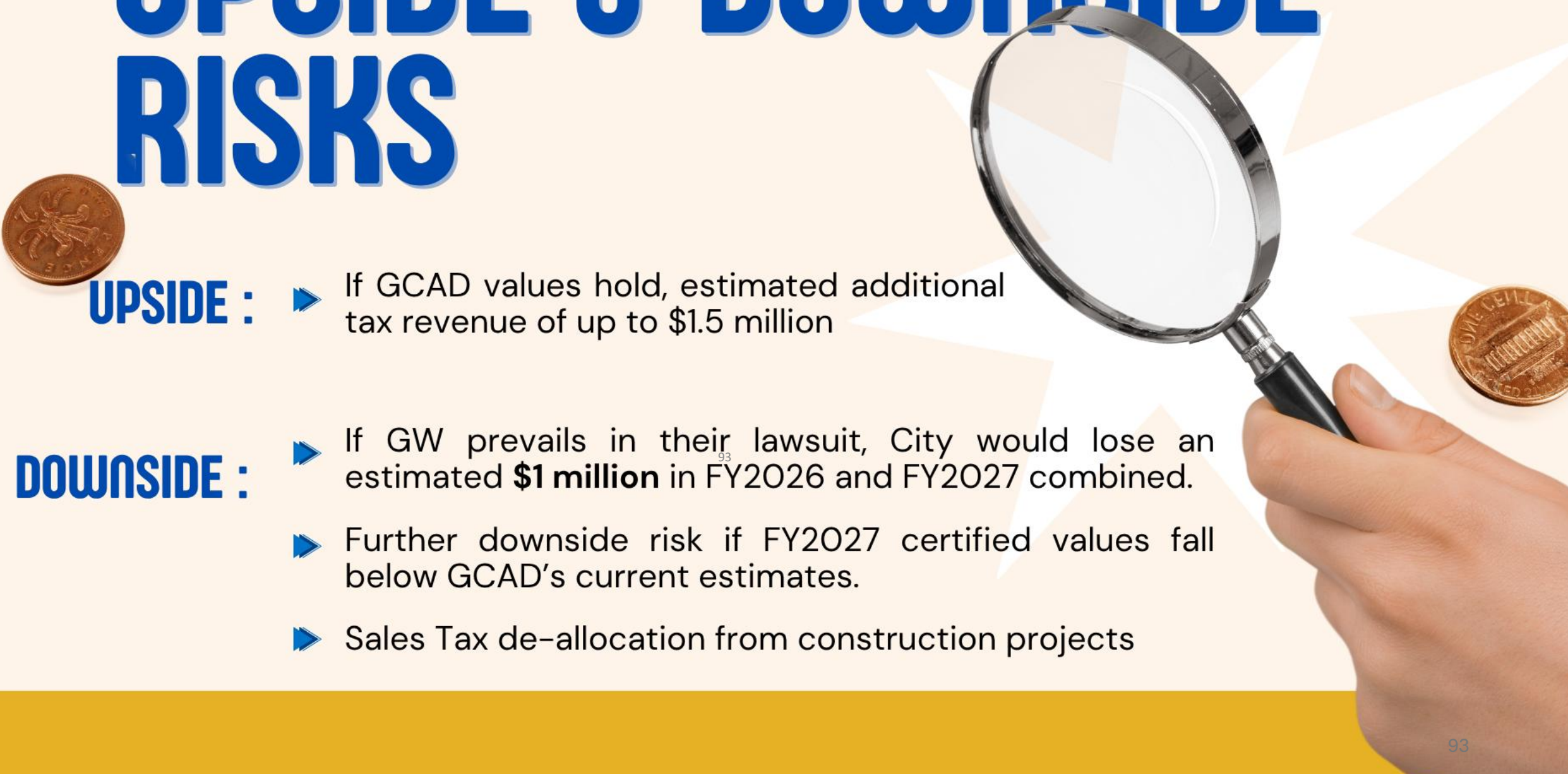
Business Personal Property: \$0.8 billion

FY2027 Budget Assumption: \$1.3 billion (Improvements + Business Property)

FY2027 Budget	92			
	FY2026	GCAD-FY2027	COS-FY2027	FY2027 Difference
453519 - Real	1,272,385,463	1,526,862,556	1,081,527,644	445,334,912
466814 - BPP	223,461,374	802,297,843	223,461,374	578,836,469
	1,495,846,837	2,329,160,399	1,304,989,018	1,024,171,381
Taxes	1,164,570	1,774,820	994,402	780,419
Paid	622,406			
Disputed	542,164			



UPSIDE & DOWNSIDE RISKS



UPSIDE :

- ▶ If GCAD values hold, estimated additional tax revenue of up to \$1.5 million

DOWNSIDE :

- ▶ If GW prevails in their lawsuit, City would lose an estimated **\$1 million** in FY2026 and FY2027 combined.
- ▶ Further downside risk if FY2027 certified values fall below GCAD's current estimates.
- ▶ Sales Tax de-allocation from construction projects

FY2027 BUDGET HIGHLIGHTS



GENERAL FUND

- Property tax rate same as last year at \$.508/\$100
 - Debt Service rate estimated \$0.194/\$100
 - Maintenance and Operations (M&O) estimated \$0.314/\$100
- No new positions
- Tax Note capital financing of \$2.9mm
 - Fire truck, ambulance, 6 police cars, wheel roller
 - Asphalt for repairs of existing streets

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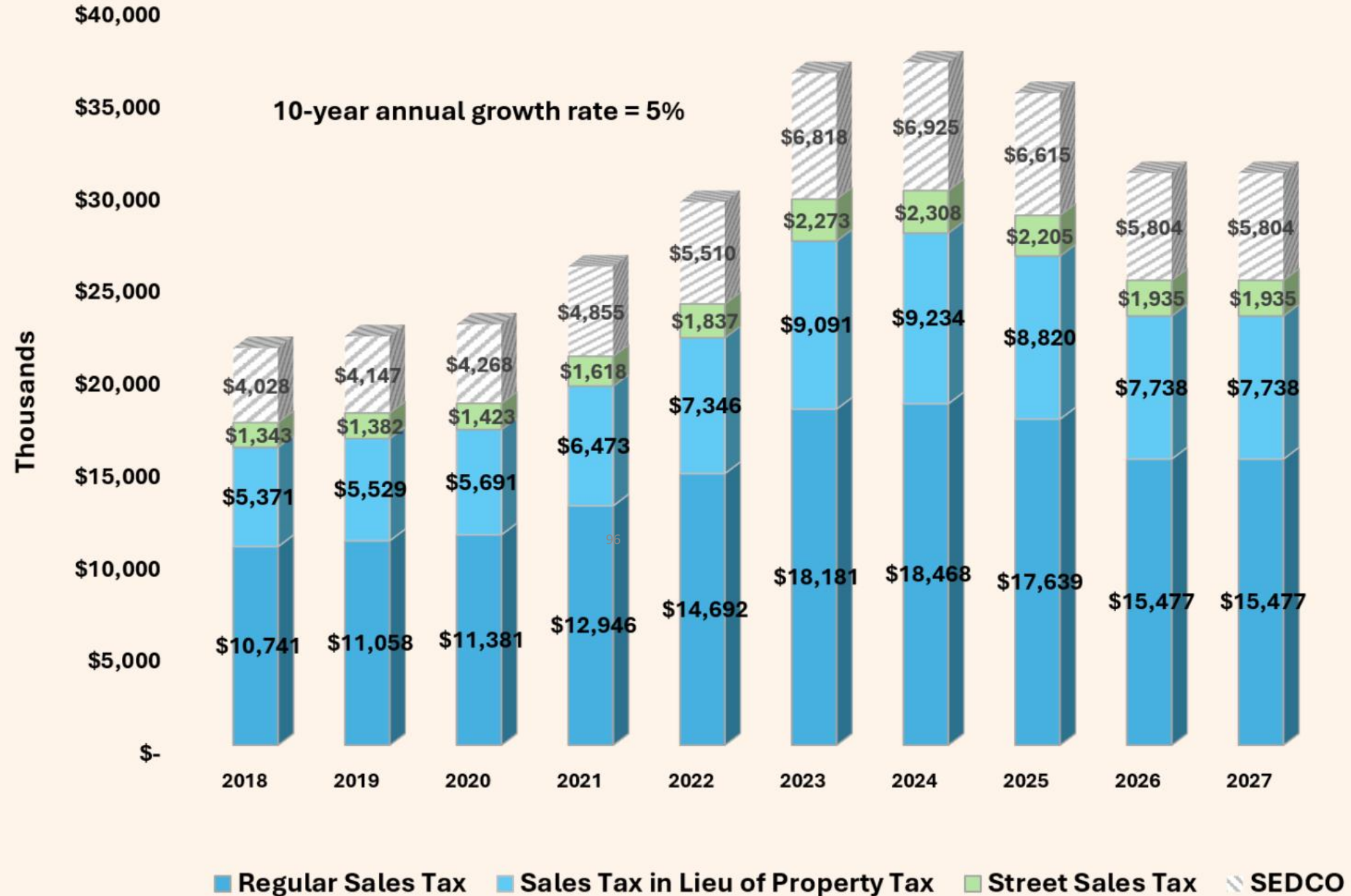
GENERAL FUND

2026-2027 ANNUAL BUDGET

	Actual 2024-2025	Adjusted Budget 2025-2026	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ 19,556,119	\$ 19,258,832	\$ 16,684,382	\$ 12,740,111
Revenues				
Property Tax	25,370,051	19,064,700	19,215,507	22,671,775
Sales Tax	28,663,532	27,970,000	25,150,000	25,150,000
Franchise Tax	3,379,958	3,301,000	3,500,000	3,500,000
Other Taxes	176,003	173,100	175,725	166,600
Fines & Penalties	976,540	1,027,650	1,004,050	1,002,050
Recreation	383,148	441,000	366,000	366,000
Licenses & Permits	2,287,388	1,975,700	1,586,900	1,557,700
Rentals	3,311	5,200	4,600	4,600
Cemetery	289,590	251,700	270,700	260,700
Sales & Service	1,458,228	1,298,500	1,830,879	1,727,256
Ambulance Service	1,945,791	2,228,100	2,163,300	2,163,300
Interest Income	1,384,470	1,300,000	1,100,000	1,000,000
Grant Revenue	73,556	12,000	85,522	10,085
Intergovernmental	838,469	837,704	837,704	837,648
Debt Proceeds	268,773	-	-	-
Miscellaneous Revenue	879,319	326,100	488,539	325,500
Total Revenues	68,378,129	60,212,454	57,779,426	60,743,214
Transfers In	6,479,484	8,002,863	7,992,012	9,409,586
Total Revenues and Transfers In	74,857,612	68,215,317	65,771,438	70,152,800
Total Funds Available	94,413,732	87,474,149	82,455,820	82,892,911
Expenditures				
Personnel	45,161,260	46,834,180	47,252,160	48,322,060
Supplies	2,673,652	3,149,377	2,710,988	2,752,865
Repair & Maintenance	1,915,204	2,494,334	2,818,879	3,799,789
Utilities	1,458,411	1,617,260	1,520,880	1,732,410
Information Technology	1,572,803	1,919,595	1,835,910	1,940,380
Services & Charges	9,103,333	9,214,010	8,382,325	7,563,063
Vehicle Usage	3,345,002	3,199,140	3,662,807	3,418,690
Capital Expenses	1,601,435	835,788	775,132	516,324
Fleet Services & Charges	1,813,732	482,199	482,199	-
Debt Service	84,516	-	-	-
Transfers Out	9,000,000	150,000	274,429	-
Total Expenditures	77,729,350	69,895,882	69,715,709	70,045,581
Excess Revenues over Expenditures	(2,871,737)	(1,680,565)	(3,944,271)	107,219
Ending Fund Balance	\$ 16,684,382	\$ 17,578,267	\$ 12,740,111	\$ 12,847,329



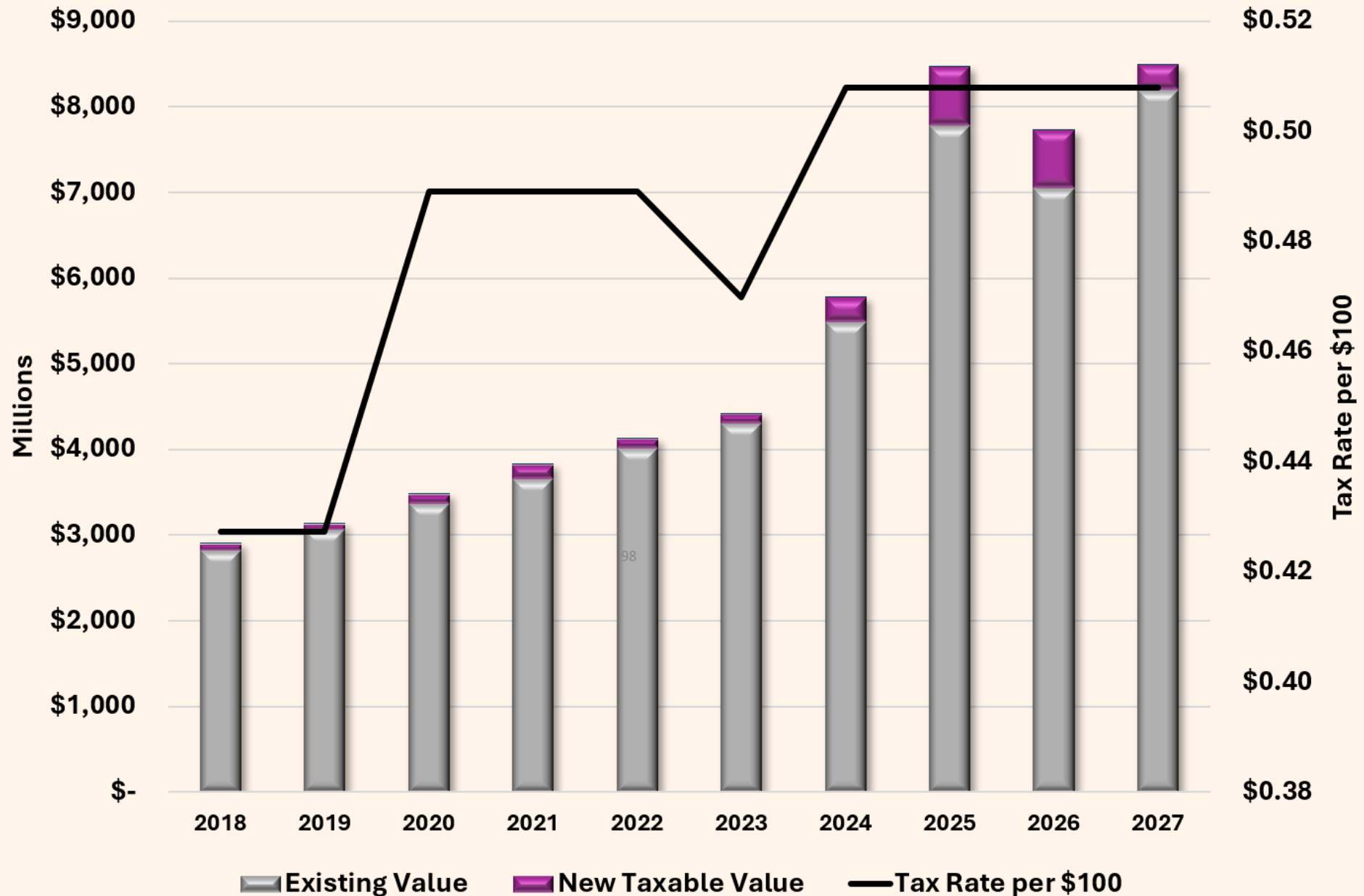
Sales Tax



SALES TAX PER CAPITA (CY 2025)

City	Population	Sales Tax per capita
Grapevine	51,139	\$1,302.26
The Colony	45,454	\$1,027.54
Coppell	42,154	\$987.67
Schertz	44,050	\$906.65
Rosenberg	40,646	\$781.27
Rockwall	51,168	\$747.32
Sherman	46,397	\$739.18
Waxahachie	45,347	\$693.11
Texas City	55,364	\$614.76
Galveston	53,424	\$590.39
Burleson	52,918	\$586.65
Lancaster	40,820	\$560.75
Weslaco	42,229	\$502.73
Cedar Hill	48,879	\$441.08
Port Arthur	55,828	\$420.73
Haltom City	45,767	\$418.63
Keller	45,976	\$369.81
Friendswood	41,030	\$361.55
Bedford	49,085	\$336.76
Little Elm	54,820	\$302.88
Huntsville	47,864	\$275.78

New Value and Growth in Existing Property



Cumulative New Value and Growth in Existing Property

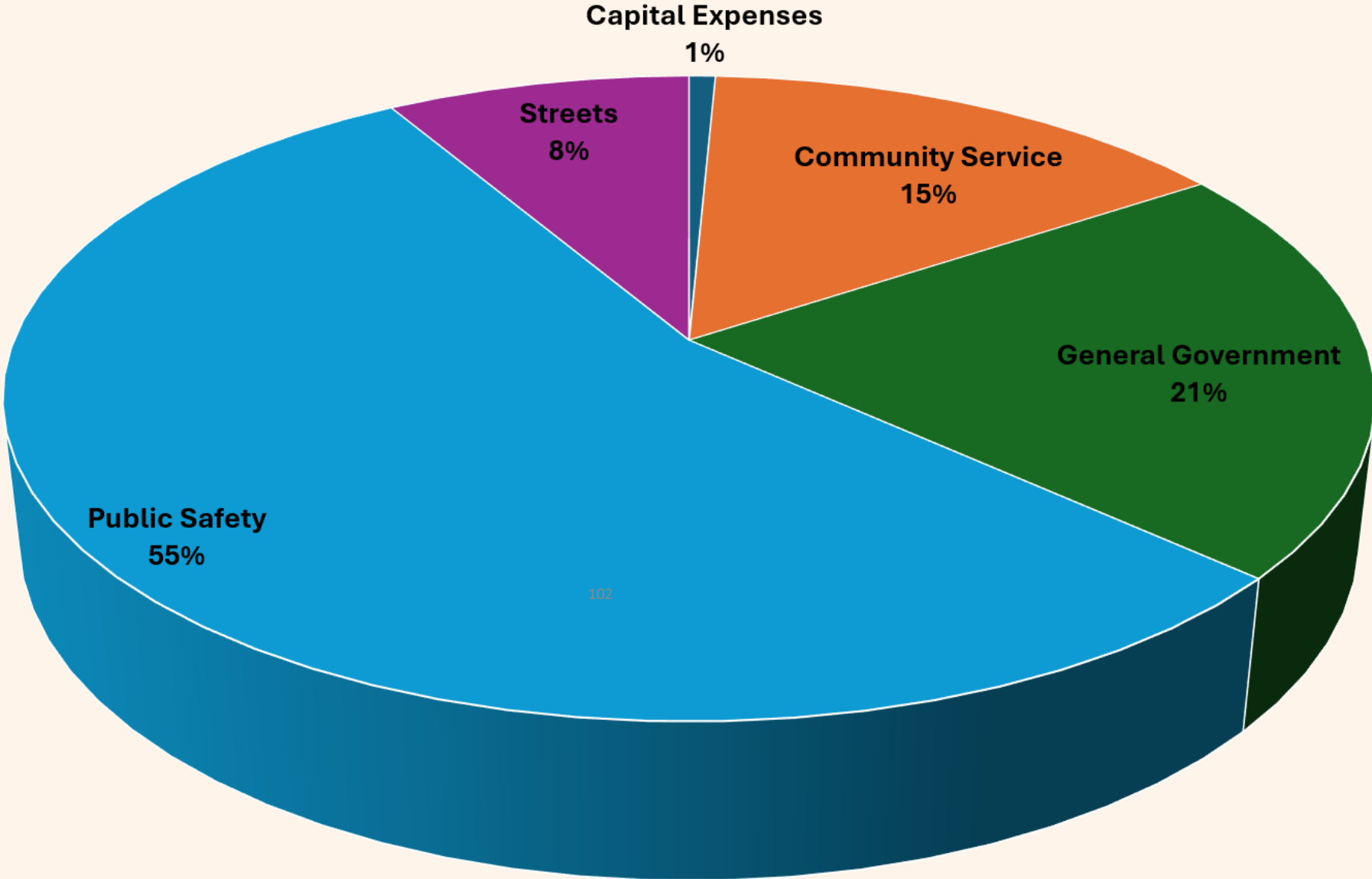


Big Rocks

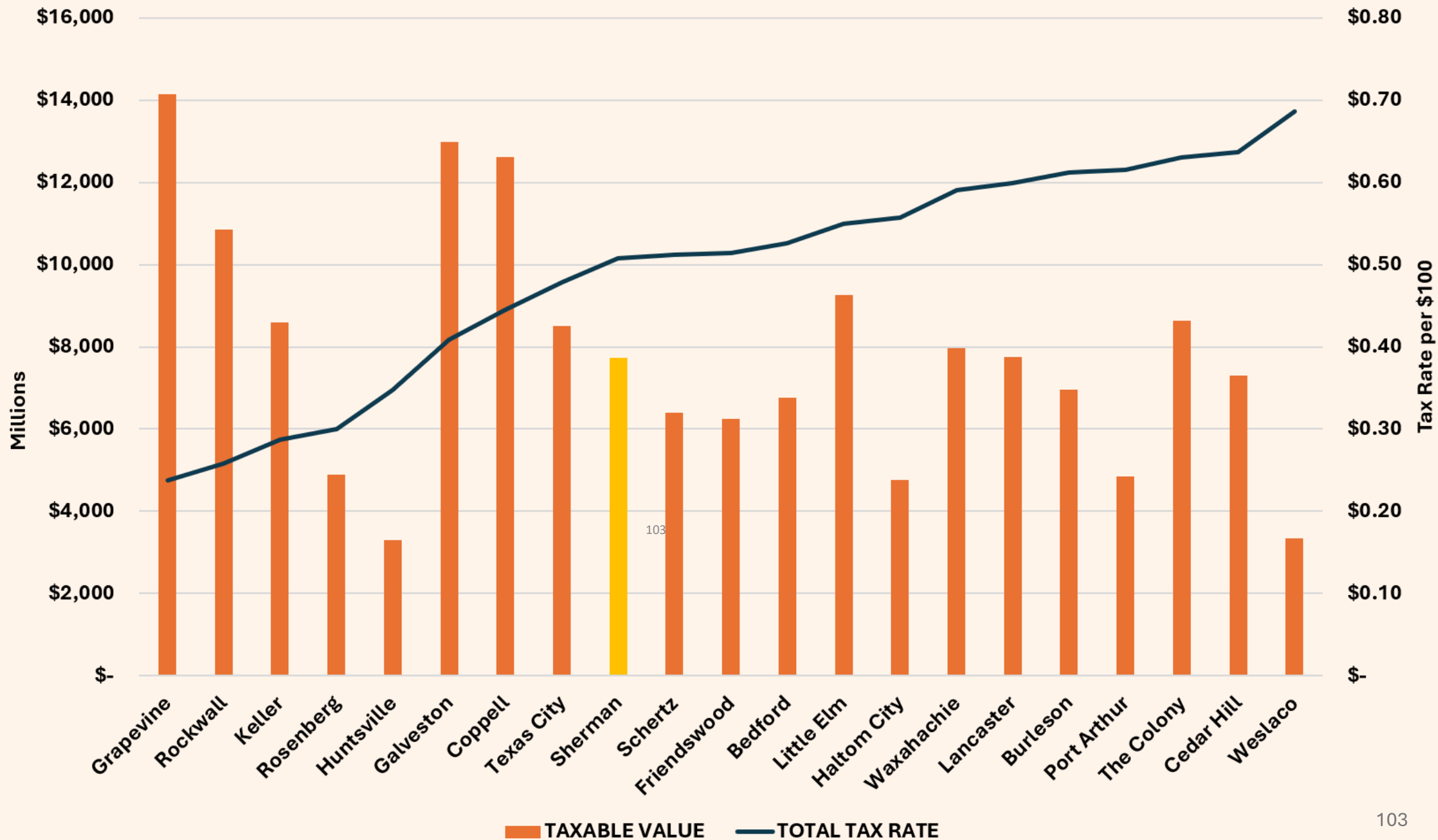
- Water Rate Increase in October
- Solid Waste Rate Increase in October
- Tax Rate Stays the Same
- Finish What We Started
- Use the Money We Have
- Maintain What We Have
 - When we can't, bring in resources (frozen positions, equipment, etc...)
- **TRUST THE PROCESS and FOLLOW THE PLAN**

COUNCIL DIRECTION

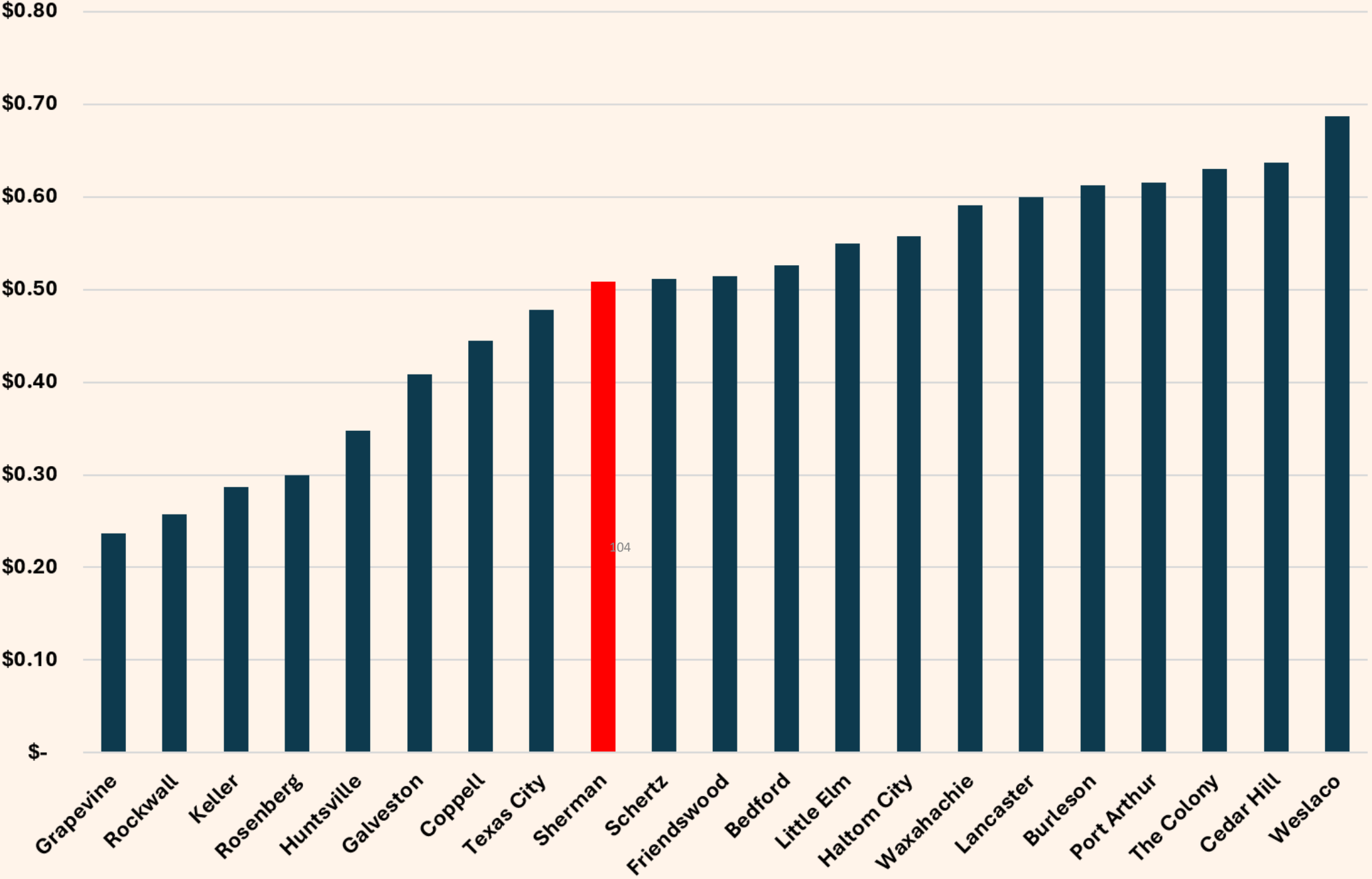
Total Expenditures by Function - General Fund



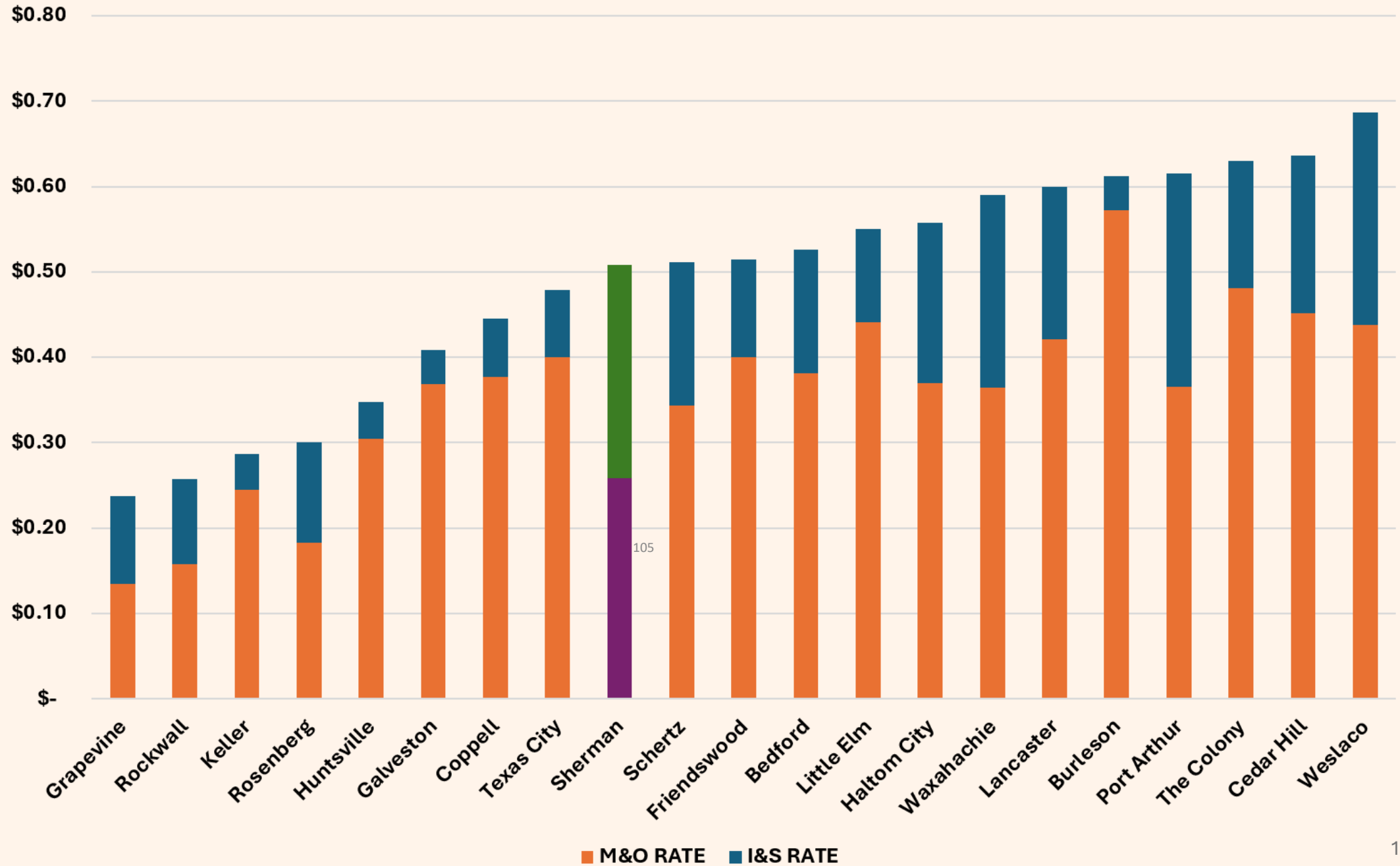
Taxable Value and Total Tax Rate



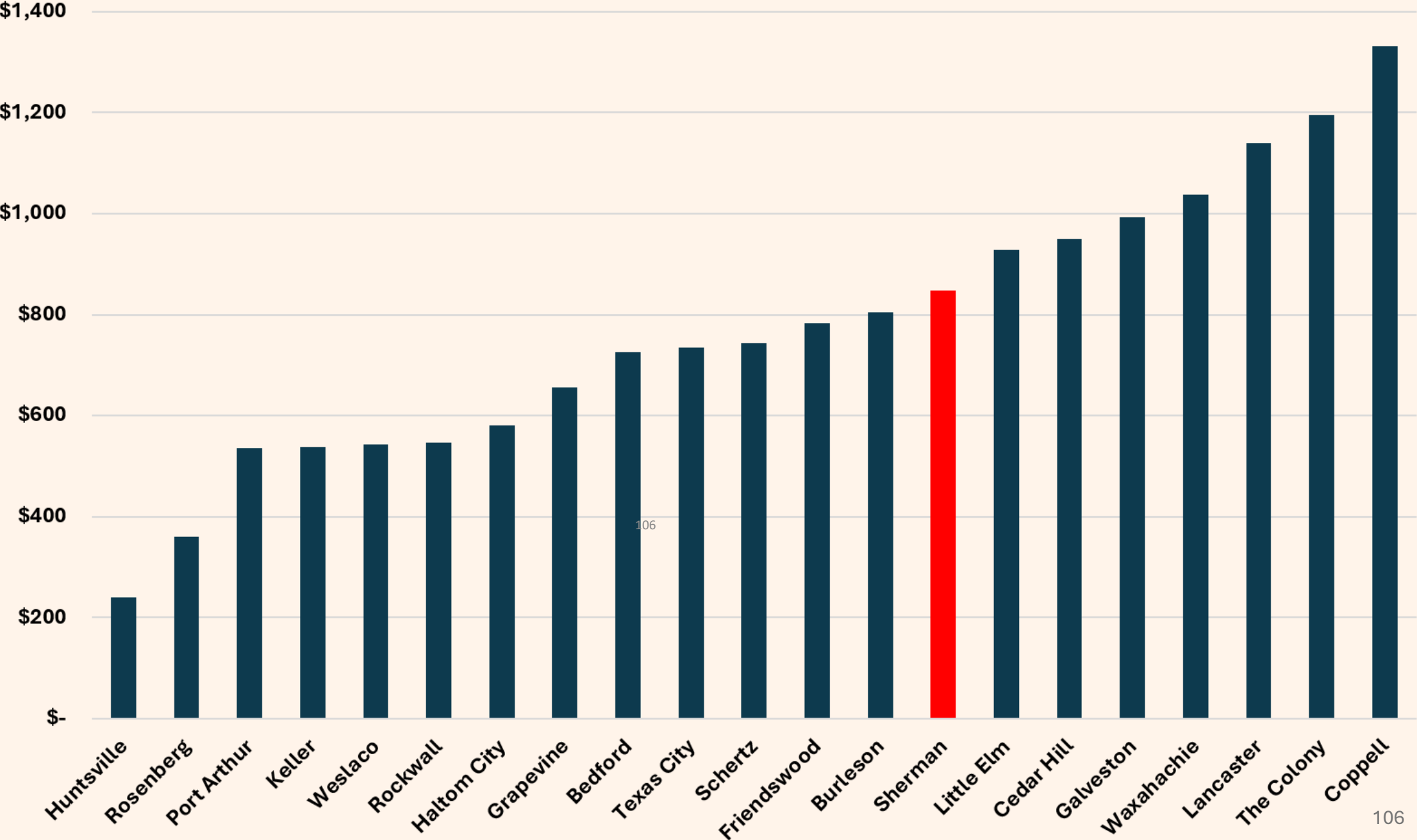
Total Tax Rate



Tax Rate by M&O and I&S (Debt)



Property Taxes per Capita



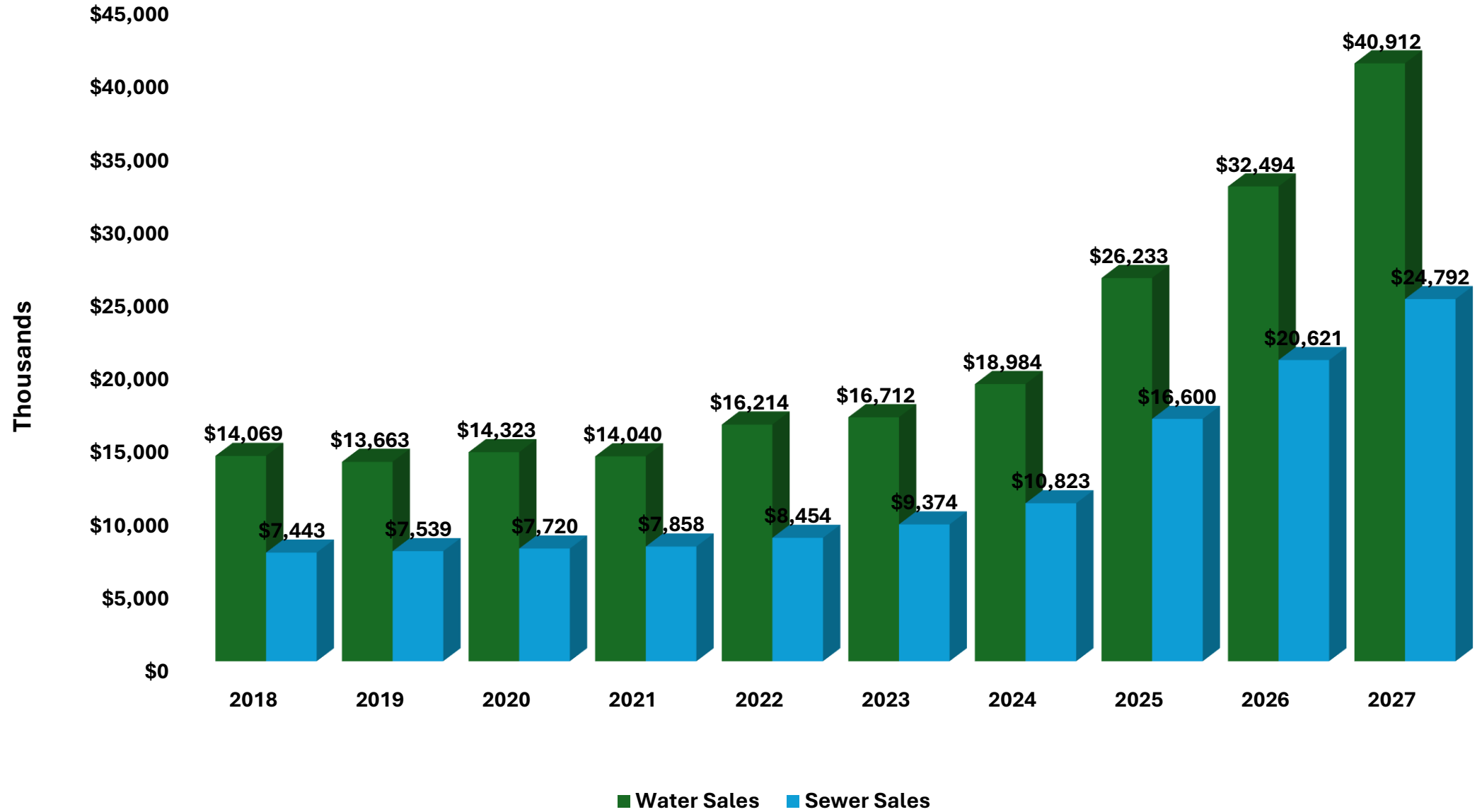
Utility Rates for FY2027

- Residential 5000 gallons:
 - State average \$95.64
 - COS current \$67.11
 - 10/1proposed \$74.62
- Phase-in rates to get to state average by FY2029
- All users share in costs to system-wide improvements
 - 84” waterline from the Lake Texoma Pump Station to the Water Treatment Plant
 - Water and Sewer line replacements
 - Water storage tanks at Fairview, Ida Road, and Stephens
 - Wastewater plant electrical, clarifier, generator
 - Water Plant expansion, generator,
 - Laboratory
- Larger users share costs for industrial use

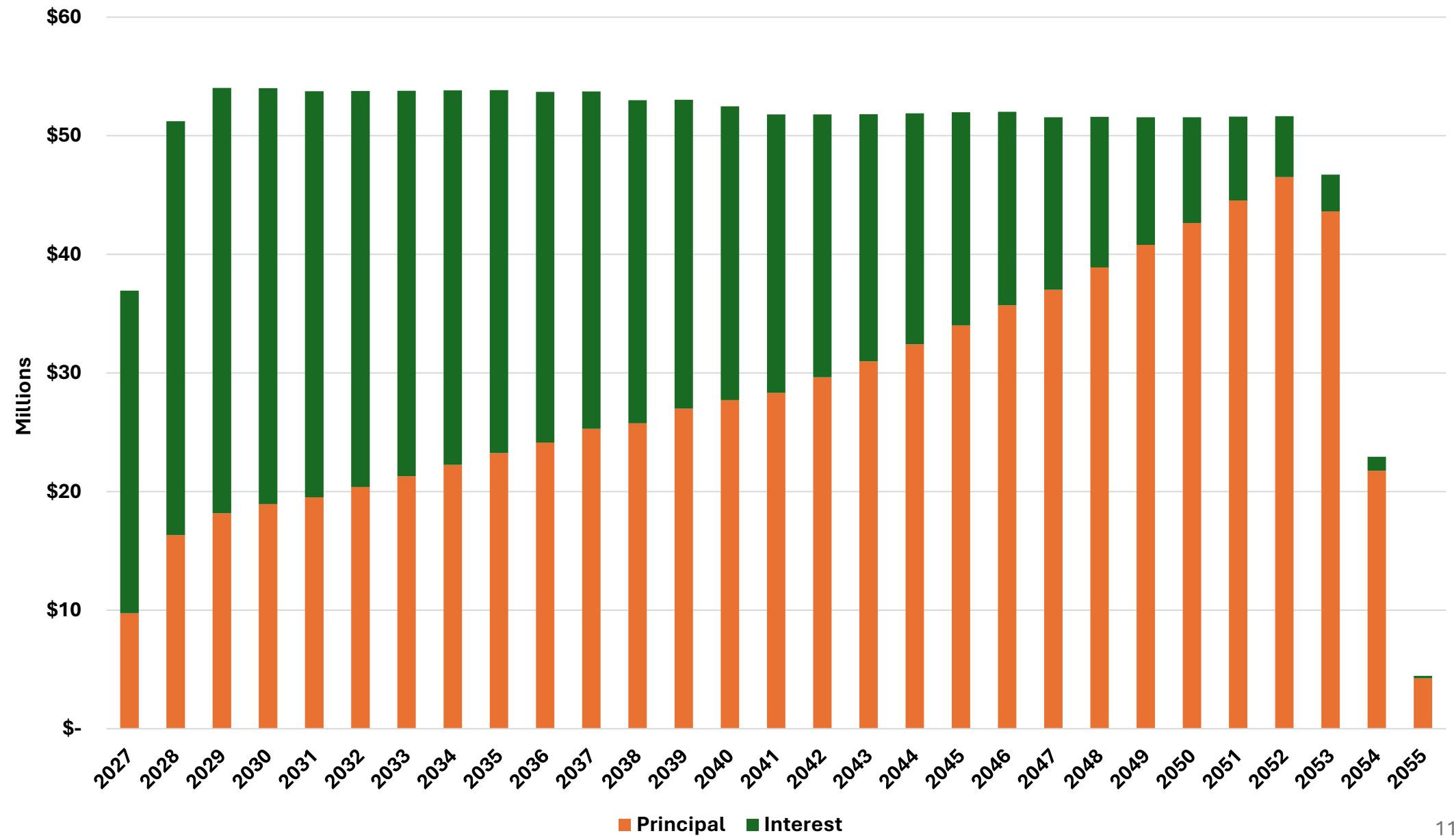
FY2027 Budget Financial Highlights – Utility Fund

- Three new positions
 - Two at the Water Treatment Plant (add 3 operators, less one admin)
 - One in Water Quality
- Debt Service – increase from \$28 million to \$45 million (before interest credits/unspent project funds applied)
- Water and Sewer Revenues – Utility Rate Study
- Other revenues
 - SEDCO \$2mm
 - Interest on project funds held by GTUA \$7.7 million +
 - Impact Fees \$2.8 million

Water and Sewer Revenues



Utility Debt Service



Proposed Tax Note Financing for FY2027

			Amount
General	Fire	Ambulance	370,000
		Spartan Pumper	942,000
	Police	Patrol Tahoe K-9	94,623
		Patrol Tahoe	451,130
	Streets	CAT Steel wheel roller	94,411
		3132 Asphalt Material	972,000
Solid Waste	CSW	Peterbilt 567 Roll Off	299,152
		Battle/New Way LET2 Front Load	907,026
	RSW	Kenworth T880 Road Tractor	222,826
		Battle/New Way LET2 Side Load	994,116
		Freightliner M2 106 Knuckle truck	282,848
Grand Total			5,630,132

CO Bond Uses

(in millions)

	2016 C.O.	2017 C.O.	2018 C.O.	2019 C.O.	2021 C.O.	2023 C.O.	2024 CO	2025 CO	Total issued through 2025
TXDOT Projects									
TxDOT 1417 & W. Travis Intersection	\$ -	\$ -	\$ -	\$ 1.68	\$ -	\$ -	\$ -	\$ -	\$ 1.68
TxDOT-Hwy 75 Gap Project	-	-	-	8.20	-	-	-	-	8.20
* TXDOT Ramp Reversal at 75/1417	-	2.50	-	-	-	-	-	-	2.50
TxDOT-FM 1417 - US 82 to SH 56 Eng + ROW	1.70	0.20	2.40	1.15	-	-	-	-	5.45
TxDOT - FM 1417 56 to W. Travis ROW/Eng	-	-	0.90	0.02	0.18	3.03	0.36	0.11	4.60
Thoroughfares									
Friendship Road - Eng, ROW & Construction	1.20	-	-	-	0.10	-	-	-	1.30
Lamberth Rd -Eng, ROW & Construction	0.80	-	-	-	-	-	-	-	0.80
Taylor/Washington Eng + ROW	0.20	1.20	-	0.80	0.50	-	-	-	2.70
Swan Ridge	0.10	-	-	-	-	-	-	-	0.10
Canyon Creek	2.60	-	-	-	-	-	-	-	2.60
Travis St West	0.60	4.50	3.40	1.10	-	-	-	-	9.60
Legacy Blvd Lamberth & Friendship from Shady Oaks through Hickory Hill - Eng, ROW & Construction	-	-	-	1.85	-	-	-	-	1.85
Hilre Drive Extension	-	-	0.25	0.25	-	-	-	-	0.50

CO Bond Uses

	2016 C.O.	2017 C.O.	2018 C.O.	2019 C.O.	2021 C.O.	2023 C.O.	2024 CO	2025 CO	Total issued through 2025
OB Groner west of FM 1417 Design and Developer Agreement Retaining wall FM1417	-	-	-	-	-	0.50	-	-	0.50
& Lamberth Park Ave Realignment (net)	-	-	2.00	-	-	-	-	-	2.00
Steeplechase Drive Ext	-	-	0.15	-	-	-	-	-	0.15
Bel Air									
Beach Club Blvd/London Ln Bel Air Blvd	-	-	-	-	-	5.90	-	-	5.90
Construction Ph II (excludes utilities) Signal at FM 1417 & Bel Air Blvd (TxDOT) and at Luella Crossing	-	-	-	-	1.90	-	-	-	1.90
Travis Heights/Bel Air Blvd	-	-	-	-	-	0.19	-	-	0.19
	-	-	-	-	-	0.19	1.28	0.93	2.40
SEDCO/Industrial Park									
* Northgate Drive	-	-	0.90	-	-	-	-	-	0.90
*Flanary Rd Alignment Study	-	-	-	-	-	0.30	-	-	0.30
*Flanary Engineering	-	-	-	0.20	-	-	-	-	0.20
*Flanary construction	-	-	-	-	-	5.40	-	-	5.40
*Progress Construction & extension	-	-	-	-	-	4.48	-	1.30	5.78

CO Bond Uses

(in millions)

	2016 C.O.	2017 C.O.	2018 C.O.	2019 C.O.	2021 C.O.	2023 C.O.	2024 CO	2025 CO	Total issued through 2025
Moore St./Interurban									
Moore St - W Travis to Park	-	-	-	2.10	-	-	-	-	2.10
Moore St - W Travis to FM 1417	-	-	-	-	2.80	-	-	-	2.80
Moore St - Park to Center St	-	-	-	-	2.20	5.80	-	-	8.00
New Developments									
Crossroads Infrastructure	-	-	-	-	-	2.30	-	12.10	14.40
Munson Planned Development	-	-	-	0.10	-	-	-	-	0.10
Major Street Rebuilds									
Wells St	-	-	-	-	-	0.20	-	-	0.20
Washington & Sunset	-	-	-	-	1.50	1.00	-	-	2.50
Cherry St	-	-	-	-	0.72	1.18	1.60	-	3.50
Engineering (Design for in-house mill & overlay)	-	-	-	-	-	0.60	0.70	0.19	1.49
Sherman St Improvements	-	-	-	-	-	0.20	-	-	0.20
Shepherd Rd									
Shepherd Rd Design	-	-	-	-	1.10	-	-	-	1.10
Shepherd Rd Design/Construction	-	-	-	-	-	12.50	0.50	-	13.00

CO Bond Uses

(in millions)

	2016 C.O.	2017 C.O.	2018 C.O.	2019 C.O.	2021 C.O.	2023 C.O.	2024 CO	2025 CO	Total issued through 2025
Heritage Ranch									
Heritage Ranch ramps - Eng	-	-	-	-	-	0.50	-	-	0.50
Heritage Ranch Public Utilities	-	-	-	-	-	-	1.10	-	1.10
Heritage Ranch Ph I (Lone star Pkwy, roundabout and HRT in front of school), Eng & Construction	-	-	-	-	-	0.50	0.43	6.07	7.00
Heritage Ranch Ph II (Finish HRT)	-	-	-	-	-	4.50	-	-	4.50
Downtown									
Downtown lighting, electrical	-	-	-	-	-	0.60	-	0.30	0.90
Right-of-Way Agent	-	-	-	-	-	0.10	-	-	0.10
Total Streets	7.20	8.40	10.00	18.10	13.10	51.32	5.97	21.00	135.09
Facilities									
Public Safety									
Fire Station #4	-	3.10	0.30	0.60	-	-	-	-	4.00
Police Headquarters	-	-	-	-	17.60	-	-	-	17.60
Combine Sta #1 & #2	-	-	-	-	-	7.39	0.41	-	7.80

CO Bond Uses

	2016 C.O.	2017 C.O.	2018 C.O.	2019 C.O.	2021 C.O.	2023 C.O.	2024 CO	2025 CO	Total issued through 2025
Fire Dept Training									
Tower	-	-	-	-	-	0.30	1.00	-	1.30
Public Safety									
Trunking System	-	-	-	-	-	3.50	-	-	3.50
Fire Station #3 remodel	-	-	-	-	-	1.30	0	3.00	4.30
Fire Station #5 Land	-	-	-	-	-	-	0.50	-	0.50
Other than Public									
Safety									
Library	-	-	2.00	0.50	-	-	-	-	2.50
City Hall	-	-	-	-	-	6.40	-	-	6.40
Public Works Facility	-	-	-	-	-	-	0.10	-	0.10
Fleet Maintenance Facility	-	-	-	-	-	-	9.90	-	9.90
Auditorium Chiller	-	-	-	-	-	0.20	-	-	0.20
Total Facilities	-	3.10	2.30	1.10	17.60	19.09	11.91	3.00	58.10
TIRZ									
TIRZ #5 Sherman Crossroads	-	3.90	-	-	-	-	-	-	3.90
TIRZ #6 Sherman Landing	-	3.10	-	-	-	-	-	-	3.10
TIRZ #7 Legacy Village	-	-	2.40	-	-	-	-	-	2.40
Total TIRZ	-	7.00	2.40	-	-	-	-	-	9.40
Bridges									
Travis/Center/McGee Center St Bridge at Post Oak Creek	-	0.50	-	0.30	-	-	-	-	0.80
McGee St Bridge	-	-	-	0.70	-	0.67	-	-	1.37
	-	-	-	-	-	0.23	1.20	-	1.43
Total Bridges	-	0.50	-	1.00	-	0.90	1.20	-	3.60

CO Bond Uses

(in millions)

	2016 C.O.	2017 C.O.	2018 C.O.	2019 C.O.	2021 C.O.	2023 C.O.	2024 CO	2025 CO	Total issued through 2025
Parks									
Pecan Grove West Ballfields	-	-	5.00	-	-	-	-	-	5.00
PGW Ballfield & Trail lighting	-	-	-	-	-	1.50	-	-	1.50
PGE Inclusive playground and parking, lighting, trail, restroom Northcreek Subdivision Park	-	-	-	-	-	2.20	-	-	2.20
Binkley Park Asphalt	-	-	-	-	-	0.50	-	-	0.50
Pump Track Master Plan Trail	-	-	-	-	-	0.50	-	-	0.50
Construction - Land Acq Washington Meadows, Birge Trail	-	-	-	-	-	0.80	-	-	0.80
Creek Erosion at Westhill Cemetery	-	-	-	-	-	-	1.02	-	1.02
OSP Pickleball Fairview Park	-	-	-	-	-	1.50	-	-	1.50
playground & Pavilion Fairview Park Tennis court renovation	-	-	-	-	-	2.90	-	-	2.90
Hawn Park Futsal, Restroom, Parking	-	-	-	-	-	0.20	-	-	0.20
	-	-	-	-	-	0.20	-	2.00	2.20
Total Parks	-	-	5.00	-	-	10.30	1.02	2.00	18.32

CO Bond Uses

(in millions)

	2016 C.O.	2017 C.O.	2018 C.O.	2019 C.O.	2021 C.O.	2023 C.O.	2024 CO	2025 CO	Total issued through 2025
<i>Drainage</i>									
Hills of Sherman upsized detention	-	-	-	-	-	0.50	-	-	0.50
Lamberth Rd Drainage Blanton/McGee	-	-	-	-	-	0.90	1.20	-	2.10
Drainage (Design)	-	-	-	-	-	-	-	0.10	0.10
Setting Suns Phase III	-	-	-	-	-	0.30	-	-	0.30
Pebblebrook Ph IV Drainage	-	-	-	-	-	0.54	-	-	0.54
Total Drainage	-	-	-	-	-	2.24	1.20	0.10	3.54
Totals	\$ 7.20	\$ 19.00	\$ 19.70	\$ 20.20	\$ 30.70	\$ 83.85	\$ 21.30	\$ 26.10	\$ 228.05

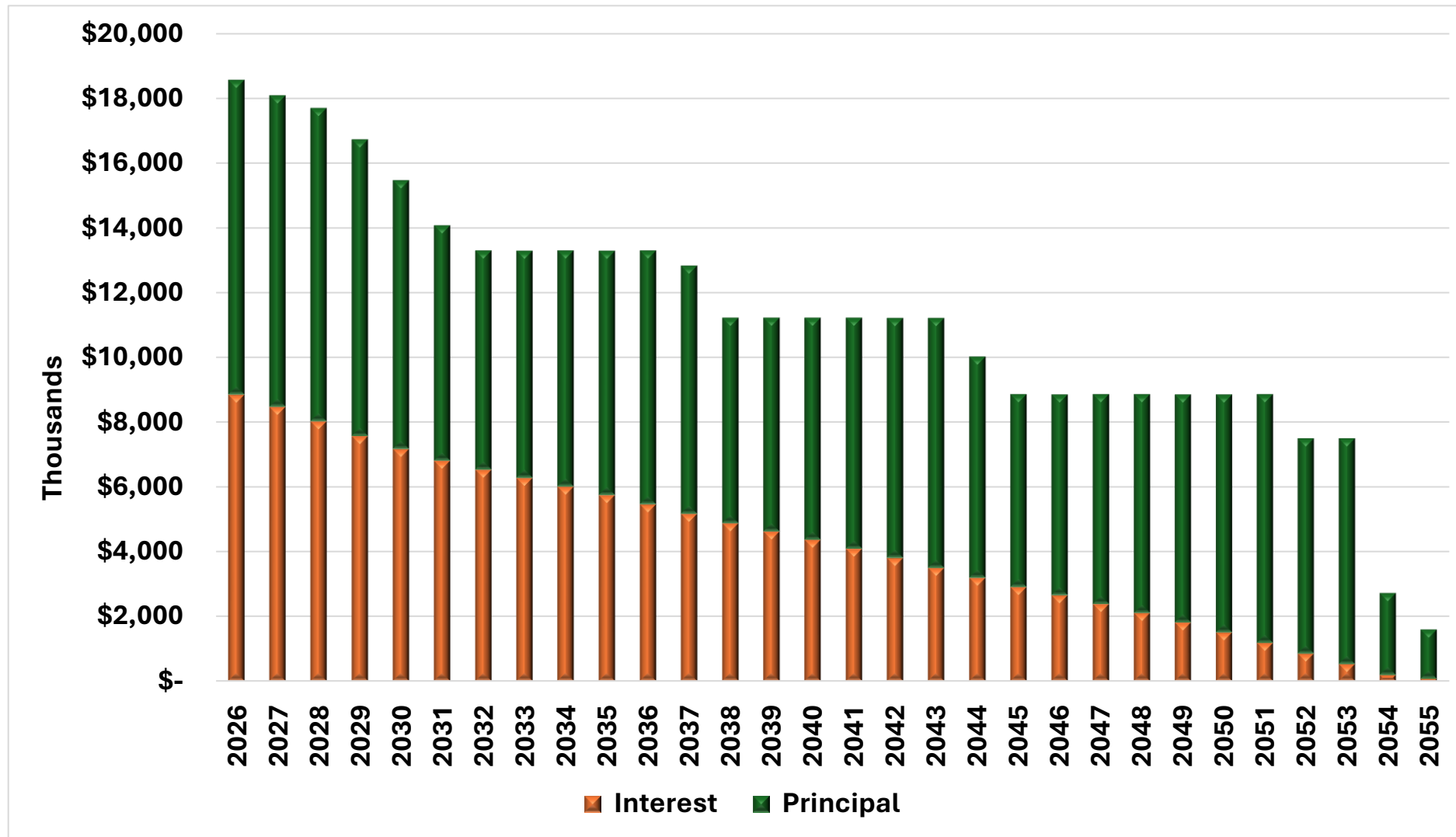
Non-Utility Debt Service

	2026				2027		
	Interest	Principal	Total		Interest	Principal	Total
2016 CO	\$ 108,813	\$ 360,000	\$ 468,813	2016 CO	\$ 101,613	\$ 370,000	\$ 471,613
2017 A Stormwater	87,275	185,000	272,275	2017 A Stormwater	79,875	190,000	269,875
2017 CO General Imp	221,666	425,665	647,332	2017 CO General Imp	200,383	447,432	647,816
2017 CO TIRZ #5	98,687	189,509	288,196	2017 CO TIRZ #5	89,212	199,199	288,411
2017 CO TIRZ #6	77,178	148,205	225,384	2017 CO TIRZ #6	69,768	155,784	225,552
2017 CO TIRZ #7	60,731	116,621	177,351	2017 CO TIRZ #7	54,900	122,584	177,484
2017 Refunding Auditorium	16,146	92,006	108,152	2017 Refunding Auditorium	11,616	112,254	123,870
2017 Refunding General Imp	113,101	795,200	908,301	2017 Refunding General Imp	86,334	777,746	864,080
2017 Refunding TIF #1	6,903	67,794	74,697	2018 CO General Improvements	532,756	660,000	1,192,756
2018 CO General Improvements	564,256	630,000	1,194,256	2019 CO General Imp	550,613	610,000	1,160,613
2019 CO General Imp	579,863	585,000	1,164,863	2021 CO General Imp	632,719	730,000	1,362,719
2021 CO General Imp	667,469	695,000	1,362,469	2022 Tax Notes	19,000	380,000	399,000
2021 Tax Notes	14,000	350,000	364,000	2023 General Imp	3,490,500	1,275,000	4,765,500
2022 Tax Notes	37,000	360,000	397,000	2023 Tax Notes	55,750	545,000	600,750
2023 General Imp	3,551,250	1,215,000	4,766,250	2024 CO	785,938	340,000	1,125,938
2023 Tax Notes	81,500	515,000	596,500	2024 Tax Notes	97,750	620,000	717,750
2024 CO	802,188	325,000	1,127,188	2025 Tax Notes	233,250	1,080,000	1,313,250
2024 Tax Notes	127,250	590,000	717,250	2025 CO	1,206,438	390,000	1,596,438
2025 Tax Notes	284,750	1,030,000	1,314,750	2026 Tax Notes	169,000	610,000	779,000
2025 CO	1,225,188	375,000	1,600,188		\$ 8,467,413	\$ 9,615,000	\$ 18,082,413
2026 Tax Notes	117,979	665,000	782,979				
	\$ 8,843,192	\$ 9,715,000	\$ 18,558,192				

Outstanding CO/Tax Note Debt as of 9/30/2026

	<u>Final Maturity</u>	<u>Avg Annual</u>	<u>Total</u>
2016 CO	8/15/2036	\$ 46,843	\$ 468,813
2017 A Stormwater	8/15/2037	24,734	272,275
2017 CO General Imp	8/15/2037	58,804	647,332
2017 CO TIRZ #5	8/15/2037	26,180	288,196
2017 CO TIRZ #6	8/15/2037	20,474	225,384
2017 CO TIRZ #7	8/15/2037	16,111	177,351
2017 Refunding Auditorium	8/15/2029	36,018	108,152
2017 Refunding General Imp	8/15/2029	302,491	908,301
2018 CO General Improvements	8/15/2043	70,205	1,194,256
2019 CO General Imp	8/15/2044	64,665	1,164,863
2021 CO General Imp	8/15/2051	54,463	1,362,469
2022 Tax Notes	8/15/2027	397,000	397,000
2023 General Imp	8/15/2043	280,187	4,766,250
2023 Tax Notes	8/15/2028	297,842	596,500
2024 CO	8/15/2054	40,229	1,127,188
2024 Tax Notes	8/15/2029	238,865	717,250
2025 Tax Notes	8/15/2030	382,116	1,529,512
2026 Tax Notes	8/15/2031	155,773	779,290
	\$	2,513,000	\$ 16,730,380

Debt Service by Year



Debt Service by Year

Fiscal Year	Type	Interest	Principal	Total
2026				
	CO	7,833,792	5,405,866	13,239,658
	Stormwater	87,275	185,000	272,275
	Tax Notes	662,479	3,510,000	4,172,479
	TIRZ	243,499	522,128	765,627
	Hotel-Motel	16,146	92,006	108,152
2026 Total		8,843,192	9,715,000	18,558,192
2027				
	CO	7,587,292	5,600,178	13,187,470
	Stormwater	79,875	190,000	269,875
	Tax Notes	574,750	3,235,000	3,809,750
	TIRZ	213,879	477,568	691,447
	Hotel-Motel	11,616	112,254	123,870
2027 Total		8,467,413	9,615,000	18,082,413
2028				
	CO	7,330,367	5,864,527	13,194,893
	Stormwater	72,275	200,000	272,275
	Tax Notes	413,000	2,995,000	3,408,000
	TIRZ	194,777	498,219	692,996
	Hotel-Motel	7,394	112,254	119,648
2028 Total		8,017,813	9,670,000	17,687,813
2029				
	CO	7,060,146	5,761,456	12,821,602
	Stormwater	64,275	205,000	269,275
	Tax Notes	263,250	2,555,000	2,818,250
	TIRZ	174,848	516,289	691,137
	Hotel-Motel	3,006	117,254	120,261
2029 Total		7,565,525	9,155,000	16,720,525
2030				
	CO	6,807,978	5,523,222	12,331,200
	Stormwater	58,125	210,000	268,125
	Tax Notes	135,500	1,965,000	2,100,500
	TIRZ	159,359	531,778	691,137
	Hotel-Motel	1,950	65,000	66,950
2030 Total		7,162,913	8,295,000	15,457,913

Debt Service by Year

Fiscal Year	Type	Interest	Principal	Total
2031				
	CO	6,574,119	5,747,733	12,321,852
	Stormwater	51,825	220,000	271,825
	Tax Notes	37,250	745,000	782,250
	TIRZ	143,406	547,267	690,673
2031 Total		6,806,600	7,260,000	14,066,600
2032				
	CO	6,356,246	5,969,663	12,325,909
	Stormwater	45,225	225,000	270,225
	TIRZ	126,304	565,337	691,641
2032 Total		6,527,775	6,760,000	13,287,775
2033				
	CO	6,126,988	6,196,593	12,323,582
	Stormwater	38,475	230,000	268,475
	TIRZ	107,930	583,407	691,337
2033 Total		6,273,394	7,010,000	13,283,394
2034				
	CO	5,886,591	6,440,941	12,327,532
	Stormwater	31,575	240,000	271,575
	TIRZ	88,240	604,059	692,299
2034 Total		6,006,406	7,285,000	13,291,406
2035				
	CO	5,648,965	6,675,290	12,324,255
	Stormwater	24,075	245,000	269,075
	TIRZ	67,853	624,710	692,563
2035 Total		5,740,894	7,545,000	13,285,894
2036				
	CO	5,392,899	6,934,638	12,327,537
	Stormwater	16,419	255,000	271,419
	TIRZ	45,988	645,362	691,350
2036 Total		5,455,306	7,835,000	13,290,306
2037				
	CO	5,131,243	6,726,405	11,857,648
	Stormwater	8,450	260,000	268,450
	TIRZ	23,401	668,595	691,996
2037 Total		5,163,094	7,655,000	12,818,094

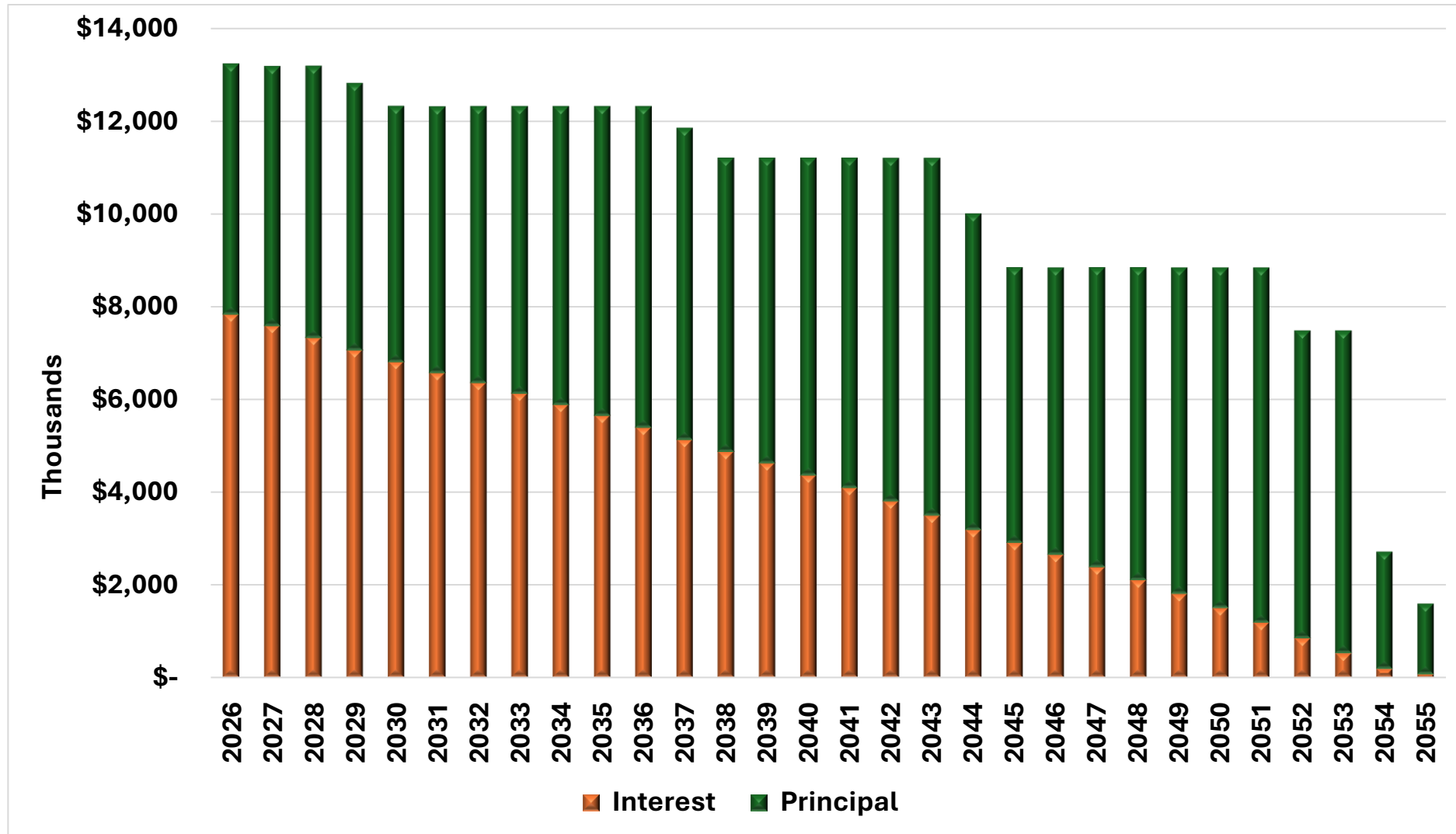
Debt Service by Year

Fiscal Year	Type	Interest	Principal	Total
2038				
	CO	4,871,844	6,345,000	11,216,844
2038 Total		4,871,844	6,345,000	11,216,844
2039				
	CO	4,624,094	6,590,000	11,214,094
2039 Total		4,624,094	6,590,000	11,214,094
2040				
	CO	4,364,719	6,850,000	11,214,719
2040 Total		4,364,719	6,850,000	11,214,719
2041				
	CO	4,093,044	7,120,000	11,213,044
2041 Total		4,093,044	7,120,000	11,213,044
2042				
	CO	3,803,506	7,405,000	11,208,506
2042 Total		3,803,506	7,405,000	11,208,506
2043				
	CO	3,500,050	7,710,000	11,210,050
2043 Total		3,500,050	7,710,000	11,210,050
2044				
	CO	3,190,256	6,825,000	10,015,256
2044 Total		3,190,256	6,825,000	10,015,256
2045				
	CO	2,910,344	5,945,000	8,855,344
2045 Total		2,910,344	5,945,000	8,855,344
2046				
	CO	2,654,281	6,195,000	8,849,281
2046 Total		2,654,281	6,195,000	8,849,281
2047				
	CO	2,386,738	6,470,000	8,856,738
2047 Total		2,386,738	6,470,000	8,856,738
2048				
	CO	2,106,513	6,750,000	8,856,513
2048 Total		2,106,513	6,750,000	8,856,513
2049				
	CO	1,811,750	7,040,000	8,851,750
2049 Total		1,811,750	7,040,000	8,851,750

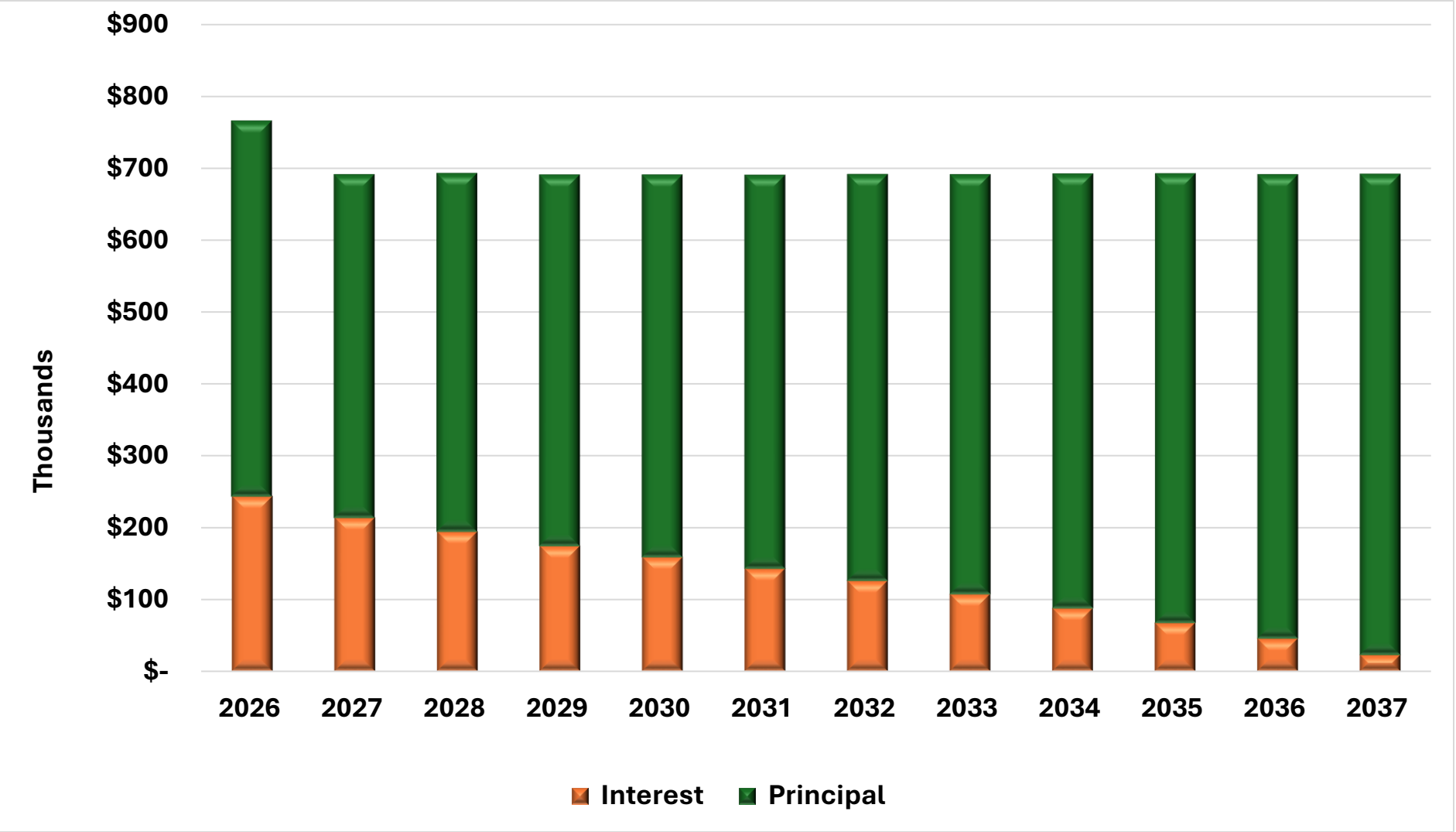
Debt Service by Year

Fiscal Year	Type	Interest	Principal	Total
2050				
	CO	1,506,525	7,345,000	8,851,525
2050 Total		1,506,525	7,345,000	8,851,525
2051				
	CO	1,187,363	7,665,000	8,852,363
2051 Total		1,187,363	7,665,000	8,852,363
2052				
	CO	852,194	6,640,000	7,492,194
2052 Total		852,194	6,640,000	7,492,194
2053				
	CO	532,200	6,960,000	7,492,200
2053 Total		532,200	6,960,000	7,492,200
2054				
	CO	193,300	2,530,000	2,723,300
2054 Total		193,300	2,530,000	2,723,300
2055				
	CO	76,250	1,525,000	1,601,250
2055 Total		76,250	1,525,000	1,601,250

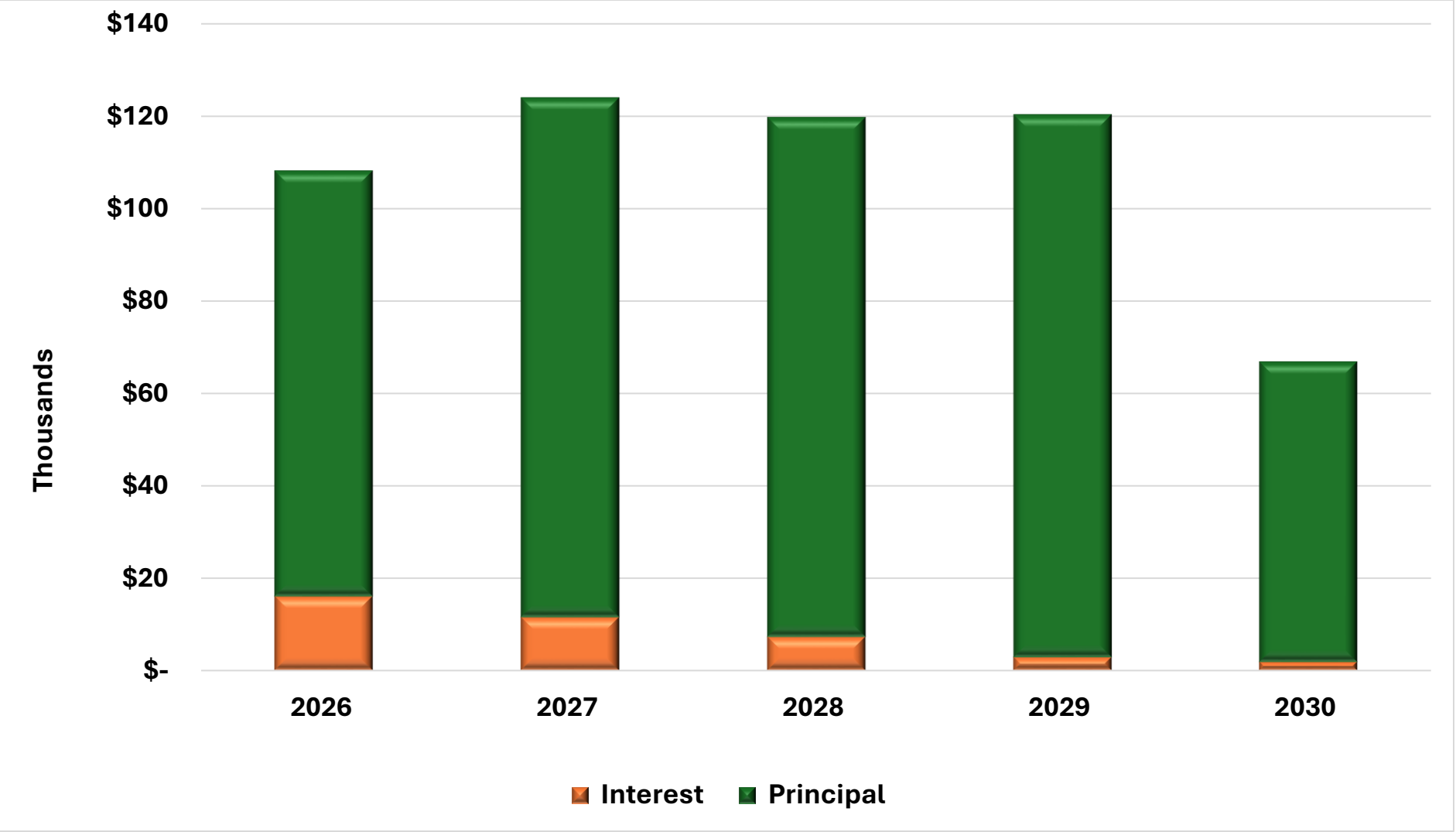
CO Debt Service by Year



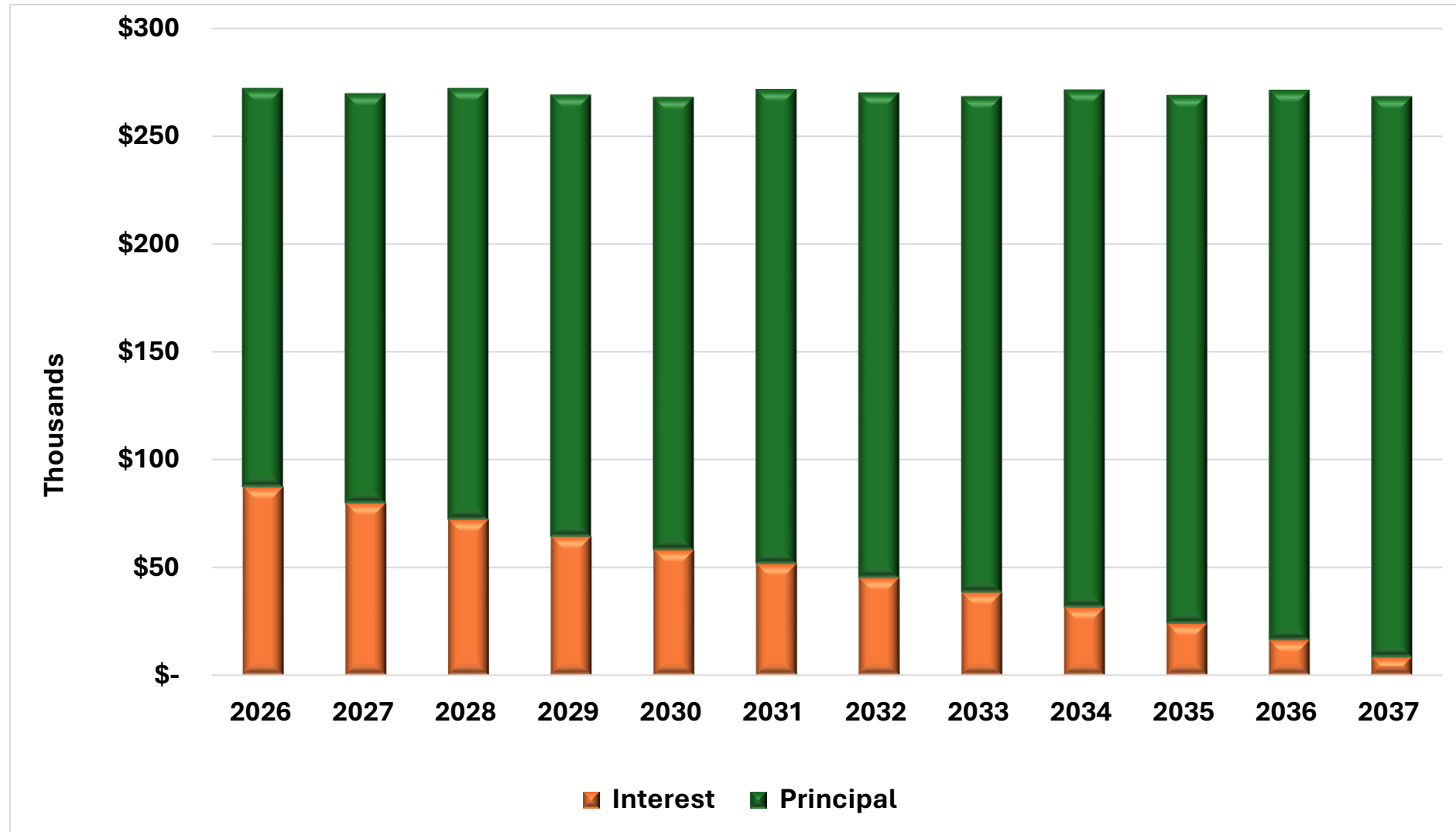
TIRZ Debt Service by Year



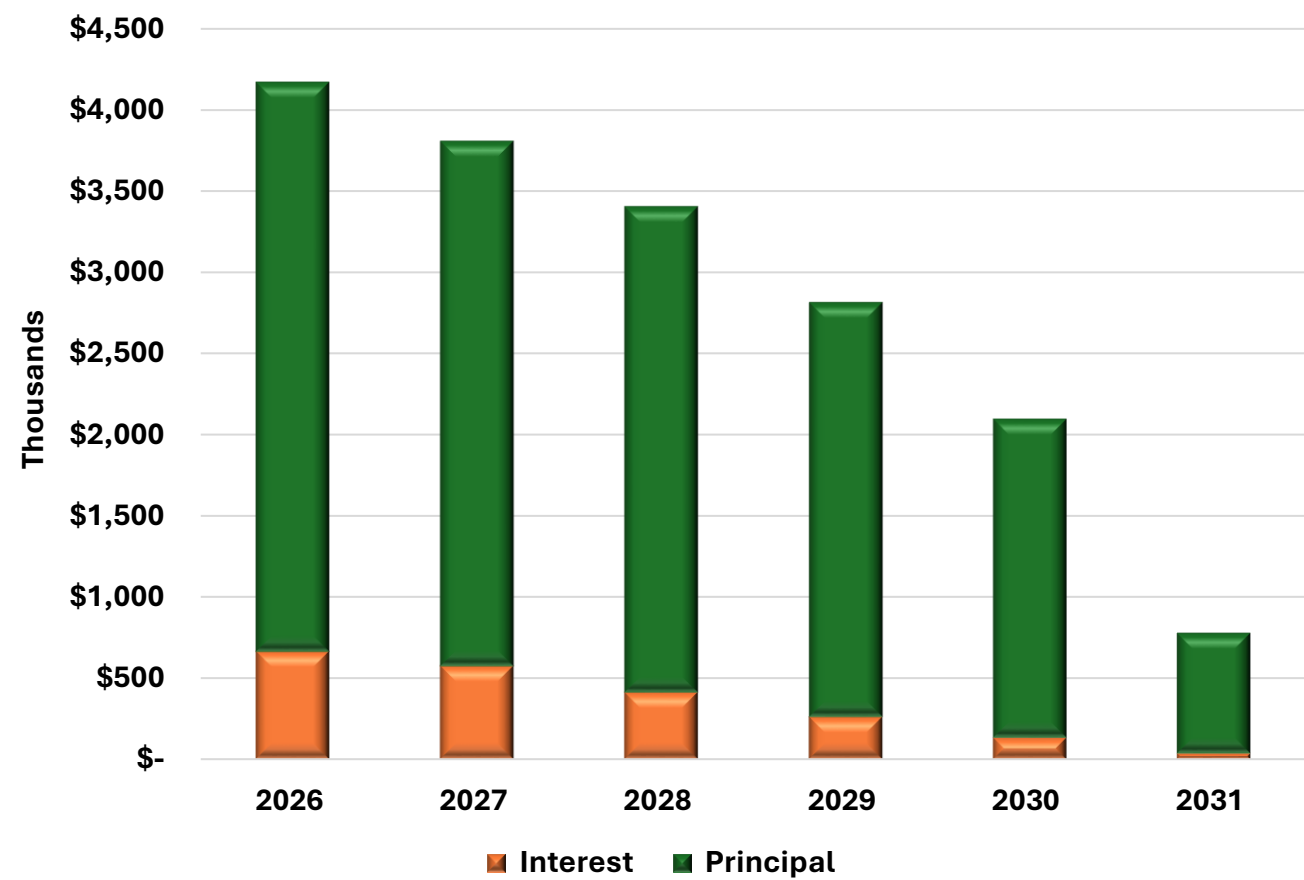
Hotel-Motel Tax Debt Service by Year



Stormwater Debt Service by Year



Tax Notes Debt Service by Year



General Improvement Fund

- Travis Heights/Bel Air Blvd connection
- Flanary and Progress Drives
- Interurban from SHS north to Park Street
- Cherry St Phase 2
- Heritage Ranch Trail Phase 2
- Fleet Maintenance Facility
- Finish Hawn Park Futsal and OSP Pickleball

City of Sherman
GENERAL IMPROVEMENT FUND - City Funds
2026-2027 Annual Budget

	Actual 2024-2025	Adjusted Budget 2025-2026	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ 1,451,631	\$ 1,155,619	\$ 2,460,187	\$ 1,499,733
Revenues				
Transfers In	-	-	45,000	-
Intergovernmental	-	-	-	-
Grant Revenue	-	-	-	-
Interest Income	120,934	-	100,000	-
Miscellaneous Revenue	-	-	-	-
Debt Proceeds	3,709,476	2,203,698	1,927,721	997,000
Total Revenues	3,830,410	2,203,698	2,072,721	997,000
Total Funds Available	5,282,041	3,359,317	4,532,908	2,496,733
Expenditures				
Capital Expenses	2,744,382	2,382,268	3,000,000	1,510,000
Services & Charges	45,048	-	33,175	25,000
Transfers Out	32,424	-	-	-
Total Expenditures	2,821,854	2,382,268	3,033,175	1,535,000
Excess Revenues over Expenditures	1,008,556	(178,570)	(960,454)	(538,000)
Ending Fund Balance	\$ 2,460,187	\$ 977,049	\$ 1,499,733	\$ 961,733

GENERAL IMPROVEMENT FUND - Bond Funds
2026-2027 Annual Budget

	Actual 2024-2025	Adjusted Budget 2025-2026	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ 87,169,706	\$ 71,794,461	\$ 72,734,129	\$ 54,834,020
Revenues				
Transfers In	1,000,000	3,000,000	4,600,000	1,200,000
Intergovernmental	900,000	-	-	-
Grant Revenue	-	-	-	-
Interest Income	3,255,977	3,000,000	2,500,000	1,200,000
Miscellaneous Revenue	-	-	-	-
Debt Proceeds	45,403,785	14,910,311	-	-
Total Revenues	50,559,763	20,910,311	7,100,000	2,400,000
Total Funds Available	137,729,469	92,704,772	79,834,129	57,234,020
Expenditures				
Capital Expenses	35,824,092	25,492,673	25,000,000	37,104,000
Services & Charges	300,093	150,000	109	-
Transfers Out	-	-	-	-
Total Expenditures	36,124,185	25,642,673	25,000,109	37,104,000
Excess Revenues over Expenditures	14,435,577	(4,732,362)	(17,900,109)	(34,704,000)
Ending Fund Balance	\$ 72,734,129	\$ 67,062,099	\$ 54,834,020	\$ 20,130,020

City of Sherman
GENERAL IMPROVEMENT FUND - City Funds/Tax Notes

	Actual 2024-2025	Total Budget as of 9/30/26	Project-to-Date 5/27/2026	Budget 2026-2027
Transportation				
Projects				
(2) Street Material 2025	1,949,771	2,558,807	2,558,195	-
(2) Street Material 2026	-	1,407,847	244,043	-
(2) Street Material 2027	-	-	-	972,000
(1) Signal at FM 1417 and Quail Run	27,419	27,420	27,419	-
(1) Grand Ave Solar Streetlights	108,392	110,000	108,392	-
Total	2,085,583	4,104,074	2,938,050	972,000
Funding Sources				
(1) General Fund transfers		137,420		-
(2) Tax Notes		1,407,847		972,000
		1,545,267		972,000
Facility Maintenance				
Projects				
(2) Muni Bldg Main Entry Front	18,941	18,941	18,941	-
(2) Muni Bldg EMS System	44,000	44,000	44,000	-
(2) Muni Bldg Drop Ceiling	2,125	2,125	2,125	-
(2) Muni Bldg Ballroom (floor, stage)	62,081	62,081	62,081	-
(2) Muni Bldg Auditorium (plaster, balcony,	3,800	3,800	3,800	-
(2) Municipal Bldg ADA Approaches	22,900	22,900	22,900	-
(2) Municipal Bldg 3-ton Splits (3)	32,700	32,700	32,700	-
(2) Kerr East Exterior Repair	8,000	8,000	8,000	-
(2) Animal Shelter Lobby	61,995	100,000	95,929	-
(2) Animal Shelter HVAC	20,800	20,800	20,800	-
(2) Columbarium	-	47,350	47,350	-
(2) Mausoleum repair	36,489	200,000	36,489	-
(2) Senior Center Renovation	25,800	25,800	25,800	-
(2) Activity Center Metal Roof	-	82,800	65,456	-
(2) Auditorium Windows	-	88,000	-	-
Total	339,631	759,297	486,371	-
Funding Sources				
(1) General Fund transfers		-		-
(2) Tax Notes		759,297		-
		759,297		-

City of Sherman
GENERAL IMPROVEMENT FUND - City Funds/Tax Notes

	Actual 2024-2025	Total Budget as of 9/30/26	Project-to-Date 5/27/2026	Budget 2026-2027
Public Safety				
Projects				
(1) Watchguard	134,000	647,177	647,177	-
Total	<u>134,000</u>	<u>647,177</u>	<u>647,177</u>	<u>-</u>
Funding Sources				
(1) General Fund transfers	-	647,177		-
Other				
Projects				
(1) Airport Pavement Maintenance-City	24,405	404,500	404,405	-
(1) Kidd Key Fountain	73,449	74,000	73,449	-
(1) Energov Implementation	87,315	430,000	353,215	-
Total	<u>185,169</u>	<u>908,500</u>	<u>831,069</u>	<u>-</u>
Funding Sources				
(1) General Fund transfers		908,500		-
		<u>908,500</u>		<u>-</u>
Total Expenditures				
	<u>\$ 2,744,382</u>	<u>\$ 6,419,048</u>	<u>\$ 4,902,667</u>	<u>\$ 972,000</u>

City of Sherman
GENERAL IMPROVEMENT FUND - Bond Funds

	Actual 2024-2025	Total Budget as of 9/30/26	Project-to-Date 5/27/2026	2027 CO
Transportation				
Projects				
FM 1417 Engineering & ROW - SH 82 to SH 56	22	5,450,000	5,448,020	-
Friendship ROW 56 to Lamberth	-	1,300,000	988,098	-
Bridges-Center/McGee/Travis	8,822	809,289	809,108	-
Flanary Rd and Progress Rd Engineering	28,311	219,300	216,452	-
Moore Street	304,146	17,200,000	7,933,236	-
FM 1417 design/ROW - SH 56 to W. Travis	2,792,082	4,600,000	4,435,830	-
Shepherd Dr	4,337,576	18,200,000	17,577,744	-
Bel Air Blvd Ph II/Beach Club/London Ln	4,708,387	9,400,000	9,349,569	-
Major Street Rebuilds-Washington & Sunset	2,278,550	2,500,000	2,422,805	-
Sherman St Improvements	3,697	200,000	184,530	-
Lamberth & Friendship-Shady Oaks thur Hickory Hill	1,093,156	4,000,000	3,612,537	-
Progress Drive	-	5,780,000	2,054	-
Flanary Road	114	5,400,000	114	-
Center St Bridge at Post Oak Creek	468,965	1,378,366	1,245,592	-
OB Groner - west of FM 1417 Design	500,000	500,000	508,250	-
Pebblebrooke Phase IV Drainage	889	546,000	538,679	-
FM 1417 signals at Bel Air Blvd and Luella Design	70,500	190,000	80,000	-
Heritage Ranch Ramps -Eng	72,042	410,000	360,577	-
Heritage Ranch Phase I	5,433,667	7,942,263	6,577,327	-
Heritage Ranch Utilities for SISD	413,102	1,100,000	434,844	-
Wells St Rebuild/Extension	62,914	200,000	132,483	-
Crossroads Infrastructure (includes TxDOT participat	550,988	14,400,000	10,031,887	-
Cherry St Rebuild	1,117,974	3,500,000	1,439,625	-
Travis Heights/Bel Air Blvd	209	2,400,000	102,786	-
Engineering design for in-house street projects	-	700,000	20,919	-
Retaining Wall on FM 1417	100	90,000	80,582	-
Heritage Ranch Trail Phase 2	-	3,500,000	-	-
Total	24,246,212	111,915,218	74,533,650	-

City of Sherman
GENERAL IMPROVEMENT FUND - Bond Funds

	Actual 2024-2025	Total Budget as of 9/30/26	Project-to-Date 5/27/2026	2027 CO
Parks and Recreation				
Projects				
Asphalt Pump Track at Binkley Park	136,593	500,000	498,793	-
Master Plan Trail Construction	62	750,000	303,919	-
Northcreek Subdivision Park	21,800	500,000	451,902	-
Trail Lighting and Restroom and PGE	1,239,371	2,200,000	1,353,469	-
OSP Lighting - Phase I	27,122	1,500,000	64,265	-
Fairview Park playground	1,296,923	2,900,000	2,338,975	-
Hawn Park playground	47,184	2,200,000	172,915	-
MLK Park/Mt Carmel Property Purchase	1,722	-	64,201	-
Pebblebrook Phase IV Park	1,462	2,500	6,350	-
Hickory Hill Park	403	403	403	-
Fairview Park Tennis Court	-	212,500	202,686	-
MLK Park Property	-	7,500	7,413	-
Total	2,772,640	10,772,903	5,465,290	-
Downtown				
Projects				
Texas Laundry property for parking lot	1,500	-	1,500	-
Downtown Lighting and Electrical	7,875	600,000	7,875	-
Total	9,375	600,000	9,375	-
Facilities				
Projects				
City Hall Renovation	4,560,322	6,400,000	6,319,376	-
West Hill Cemetery Creek Erosion	532,581	1,000,000	1,010,487	-
Public Works Facility - Design	11,140	100,000	46,784	-
Fleet Maintenance Facility	-	9,900,000	379,609	-
Total	5,104,043	17,400,000	7,756,255	-

City of Sherman
GENERAL IMPROVEMENT FUND - Bond Funds

	Actual 2024-2025	Total Budget as of 9/30/26	Project-to-Date 5/27/2026	2027 CO
Public Safety				
Projects				
Combine Fire Sta. 1 & 2	2,737,075	7,800,000	7,757,237	-
Fire Station #4 Training Tower	287,222	1,000,000	915,554	-
Public Safety Trunking System	66,460	3,500,000	3,466,201	-
Fire Station #5 Land	7,325	500,000	7,325	-
Fire Station #3 Remodel	156,237	4,300,000	816,809	-
Total	3,254,320	17,100,000	12,963,127	-
Drainage				
Projects				
Blanton St Drainage (Birge to McGee)	46,630	100,000	46,630	-
McGee St Bridge Erosion	209,162	1,430,000	680,650	-
Setting Suns Drinage Phase III	1,750	245,000	231,312	-
Lamberth Rd Post Oak Creek Crossing	179,960	2,100,000	1,771,616	-
Total	437,502	3,875,000	2,730,208	-
Total Expenditures	\$ 35,824,092	\$ 161,663,121	\$ 103,457,905	\$ -

Utility Improvement Fund

- Shepherd Dr West waterline
- 84” Waterline from Lake Texoma Pump Station to WTP
- Eastside Lift Station rehab
- Hwy 82 and N. Loy Lake sewerline
- Clarifier #3 rehab and grit building
- Sherman Gateway sewer
- Design sludge thickener and dewatering building
- US 75 Segment 2 Utility Relocates

City of Sherman
UTILITY IMPROVEMENT FUND - City Funds
2026-2027 Annual Budget

	Actual 2024-2025	Adjusted Budget 2025-2026	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ 3,470,990	\$ 1,019,059	\$ 3,167,711	\$ 2,667,711
Revenues				
Transfers In	343,200	-	-	-
Intergovernmental	-	-	-	-
Grant Revenue	1,317,243	-	247,000	-
Interest Income	179,666	200,000	100,000	80,000
Miscellaneous Revenue	-	-	-	-
Debt Proceeds	-	-	-	-
Total Revenues	1,840,109	200,000	347,000	80,000
Total Funds Available	5,311,100	1,219,059	3,514,711	2,747,711
Expenditures				
Services & Charges	-	-	-	-
Capital Expenses	2,140,733	626,883	847,000	1,375,000
Transfers Out	2,656	-	-	-
Total Expenditures	2,143,389	626,883	847,000	1,375,000
Excess Revenues over Expenditures	(303,280)	(426,883)	(500,000)	(1,295,000)
Ending Fund Balance	\$ 3,167,711	\$ 592,176	\$ 2,667,711	\$ 1,372,711

City of Sherman
UTILITY IMPROVEMENT FUND - GTUA Funds
2026-2027 Annual Budget

	Actual 2024-2025	Adjusted Budget 2025-2026	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ (45,552)	\$ -	\$ -	\$ -
Revenues				
Transfers In	2,656	-	-	-
Intergovernmental	185,216	50,000	120,000	50,000
Grant Revenue	-	-	-	-
Interest Income	-	-	-	-
Miscellaneous Revenue	-	-	-	-
Debt Proceeds	-	-	-	-
Total Revenues	187,872	50,000	120,000	50,000
Total Funds Available	142,320	50,000	120,000	50,000
Expenditures				
Capital Expenses	142,320	50,000	120,000	50,000
Transfers Out	-	-	-	-
Total Expenditures	142,320	50,000	120,000	50,000
Excess Revenues over Expenditures	45,552	-	-	-
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -

City of Sherman
UTILITY IMPROVEMENT FUND - City Funds

	Actual 2024-2025	Total Budget as of 9/30/26	Project-to- date as of 5/28/2026	Budget 2026-2027
Projects				
(1) High Country Estates Water	2,004	367,991	308,881	75,000
(1) Brine Line Phase II Engineering (City Funds)	10,180	126,000	127,277	-
(1) South Sewer Ext East of Hwy 75	5,960	50,000	31,395	-
(2) WTP Backup Generator Construction	1,317,243	1,500,000	1,488,267	-
(1) Miscellaneous Water Line Improvements Eng	18,042	238,000	211,300	-
(1) Water and Wastewater oversizing and Repairs	10,500	250,000	356,959	300,000
(1) Groundwater Analysis	260,040	515,000	460,818	-
(1) Water and Wastewater oversizing and Repairs	302,152	359,242	359,242	-
(1) Add 8" lines across US75 to stabilize tank levels	-	73,500	-	-
(1) Remove Build-up in WTP sludge ponds	-	400,000	80,135	-
(1) Abandon Preston Club WWTP & lift stations	738	1,000	738	-
(1) Abandon S. Crockett lift station for gravity sewer	7,350	150,000	75,700	-
(1) WWTP Temporary building for new staff	152,972	152,972	152,972	-
(3) GW PLC Upgrades (4)	-	80,000	-	-
(3) GW Pump Station & Remote well security (4)	-	80,000	-	-
(3) GW Pump Station Chlorine Analyzer (4)	-	34,000	-	-
(3) GW Pump Station HSP VFD (2)	-	30,000	-	-
(3) Power Monitors for GW HSP & Wells (8)	-	68,000	-	-
(3) Pump Station Chlorine Detector (4)	26,150	31,200	26,150	-
(1) WWTP Road Replacement	27,500	45,000	27,500	-
(1) Other Miscellaneous Repairs	(99)	-	-	1,000,000
Total	\$ 2,140,733	\$ 4,551,905	\$ 3,707,335	\$ 1,375,000

Funding Sources

(1) Utility Fund Transfer/Reserves	\$ 2,728,705	\$ 1,375,000
(2) Grant-funded	1,500,000	-
(3) Tax Notes	323,200	-
	<u>\$ 4,551,905</u>	<u>\$ 1,375,000</u>

City of Sherman
UTILITY IMPROVEMENT FUND - GTUA Funds

	Project Budget	Project to Date 5/28/2026	Bond 2026-2027
Water Projects			
Shepherd Utilities	709,803	709,803	-
Lake Texoma Pump Station 25MGD #1	38,025,737	23,633,008	-
Shepherd EST	15,656,902	3,460,477	-
Rex Cruz EST Rehab	75,000	15,797	-
Lake Texoma Pump Station Electrical Upgrade	8,637,375	488,151	-
Lead & Copper Rule Revision	1,363,321	1,031,296	-
Lake Texoma Backup Generator Eng & Switchgear	2,820,000	-	-
Rehab WTP EDR	18,867,387	16,925,997	-
Miscellaneous Waterline Improvements	2,050,000	492,862	-
Stephens Ground Storage Tank Rehab	2,583,546	1,644,087	-
Shepherd Drive W main replacement	1,171,280	574,681	1,100,000
Groundwater Deep Well Pump/Motor	400,000	-	-
Luella 4T Submersible pump	400,000	-	-
Sherman St Utilities replacements	320,000	-	-
Dripping Springs Rd waterline replacement	250,000	866	-
WTP Facility Upgrades (HVAC, remodel, doors etc.)	320,000	-	-
Chemical Room Control Panel	250,000	-	-
NTMWD Second Water Line from Lake Texoma (84")	3,300,000	-	42,000,000
Red River Boundary Commission	2,149,754	2,149,754	-
SE Zone Interconnectivity	-	-	-
US 75 Segment 2 Utility Relocates	-	-	3,000,000
Total Water Projects	99,350,105	51,126,779	46,100,000

City of Sherman
UTILITY IMPROVEMENT FUND - GTUA Funds

	Project Budget	Project to Date 5/28/2026	Bond 2026-2027
Sewer Projects			
Laboratory Expansion	2,982,734	2,809,443	-
Downtown Sewer Improvements	2,754,900	2,624,500	-
WWTP Electrical System Switchgear, ATS, Generator	3,118,717	1,277,421	-
Heritage Ranch Sewer	900,000	140,482	-
Digester and Blower Building	2,510,000	114,112	-
Crossroads Sewer	1,426,673	1,344,180	-
East Side Lift Station Replace and Rehab	303,130	303,130	1,500,000
Hwy 82 and N. Loy Lake Sewer	3,506,000	360,784	1,600,000
North WWTP Upgrades	1,963,332	260,733	-
WWTP MBR Phase 2 Industrial Expansion	10,604,386	1,336,861	-
Clarifier #3 Rehab and Grit Building	311,970	163,356	4,000,000
Progress Park Sewer Line (by GW)	5,888,076	5,888,076	-
Post Oak Interceptor Phase I	735,737	735,737	-
Red River Boundary Commission	2,149,754	2,149,754	-
Blalock Park Interceptor	5,320,505	562,420	-
Sludge Thickener at South WWTP (MBR)	6,822,021	708,932	-
Sherman Gateway Sewer	-	-	1,500,000
Design Sludge Thickener & Dewatering Bldg	-	-	1,410,000
Electrical Improvements - WWTP (NFPA Upgrade?)	-	-	1,410,000
WWTP Digester - Design and Construction			11,000,000
Total Sewer Projects	51,297,937	71,906,704	22,420,000
Total	\$ 150,648,042	\$ 71,906,704	\$ 68,520,000

Workplan Focus for FY2027

- Public Safety – ambulance, fire truck, 6 patrol cars
- Streets - \$972k funding for existing street rehabs
- Downtown – TIRZ-funded
- Finishing existing/previously committed projects:
 - Heritage Ranch Trail, Phase 2
 - Hawn Park Futsal
 - Old Settler’s Park Pickleball
 - Fairview Park
 - Interurban from the high school north to Park Street
 - Sewer - WWTP Clarifier, grit building, sludge thickener, dewatering building, Digester
 - Water - 84” line from the pump station to the WTP, Shepherd Drive waterline
- Fleet Services building construction

Fleet and Equipment for FY2027

Fund Name	Dept Name	Description	Amount
General	Fire	Ambulance	370,000
		Spartan Pumper	942,000
	Police	Patrol Tahoe K-9	94,623
		Patrol Tahoe (5)	451,130
	Streets	CAT Steel wheel roller	94,411
Utility	Distribution	CAT 308CR Excavator	140,600
	Water Quality	Staff 1 - All Terrain Tires	1,000
		Staff 1 - Lighting Etc.	4,920
		Staff 1 - 2500 Crew Cab 4x4 Truck	58,921
Solid Waste	CSW	Peterbilt 567 Roll Off	299,152
		Battle/New Way LET2 Front Load	907,026
	RSW	Kenworth T880 Road Tractor	222,826
		Battle/New Way LET2 Side Load	994,116
		Freightliner M2 106 Knuckle truck	282,848
Grand Total			4,863,573

Unfunded Fleet and Equipment

Fund Name	Dept Name	Description	Amount
General	Cemetery	John Deere 310P Backhoe	137,820
	Engineering	Light Bar, Front Grill and Rear Bumper Lights	3,250
		Ford F150-Crew Cab 4 Door-4X4	62,000
	Fire	3/4-Ton Pickup & Upfit	67,000
		1/2-Ton Pickup & Upfit	73,000
	Parks	Chevy 2500 Crew cab	57,000
	Parks Maintenance	Delco Goose neck trailer	25,000
		JLG Towable man lift	38,000
		Chevy 2500 Crew-Foreman	51,678
		Cormidi Mini skid steer	52,000
		Ventrac 4520N Tractor	52,279
		Ventrac 4520N Tractor	70,000
		Chevy 2500 Crew cab - Foreman	103,356
		Chevy 5500 Bucket truck	174,786
	Police	CID Ford Explorer	205,376
	Streets	24k 20' deck over trailer	24,144
		Ford F750 7-yard dump	99,730
		CAT 420 Backhoe w/ Ext and buckets	141,833
		Kenworth Super dump	260,000
	Building	Chevy Colorado midsize pickup crew	39,714
	Env Code	Chevy 1500 Ext Cab pickup	43,190
Utility	Distribution	Skid steer attachment for mini	8,236
		Mini excavator	32,740
	Water Production	Hazmet 20' Cargo trailer	12,000
		5500 LB Electric Forklift	35,000
		2026 Equinox Compact SUV	37,000
	Water Quality	Replacement 4300 - All Terrain Tires	1,000
		Staff 2 - All Terrain Tires	1,000
		All Terrain Tires 3 Current 4 x 4 Trucks	3,000
		Replacement 4300 - Lighting Etc.	4,920
		Staff 2 - Lighting Etc.	4,920
		Replacement 4300 - 2500 Crew Cab 4x4 Truck	58,921
		Staff 2 - 2500 Crew Cab 4x4 Truck	58,921
		Mobile Radios Staff 2	2,500
Solid Waste	RSW	Freightliner M2 106 Knuckle truck	282,848
Equipment Service Cent	ESC	replace Parts truck	58,009
0		20' Utility trailer	10,000
		Chevy 3500 Ext Cab	75,000
Grand Total			2,467,170

FY2027 Fund Balance Summary

Projected Fund Balances

- ❑ General - \$12.8 million
 - ✓ \$4.7mm below FY2026 Budget
 - ✓ 67 days reserves

- ❑ Utility - \$14.3 million
 - ✓ \$2.3mm below FY2026 Budget
 - ✓ 72 days reserves

- ❑ Solid Waste - \$1.6 million
 - ✓ \$1.5mm below FY2026 Budget
 - ✓ 35 days reserves

Ongoing Fund Balancing

GENERAL FUND BALANCING

	Proposed FY 2027 Budget	Non-recurring Items	Ongoing Balancing
Revenue	70,152,800		70,152,800
Expense	70,045,581	(460,824)	69,584,757
	107,219	460,824	568,043

UTILITY FUND BALANCING

	Proposed FY 2027 Budget	Non-recurring Items	Ongoing Balancing
Revenue	73,812,816	-	73,812,816
Expense	72,745,661	(235,600)	72,510,061
	1,067,155	235,600	1,302,755

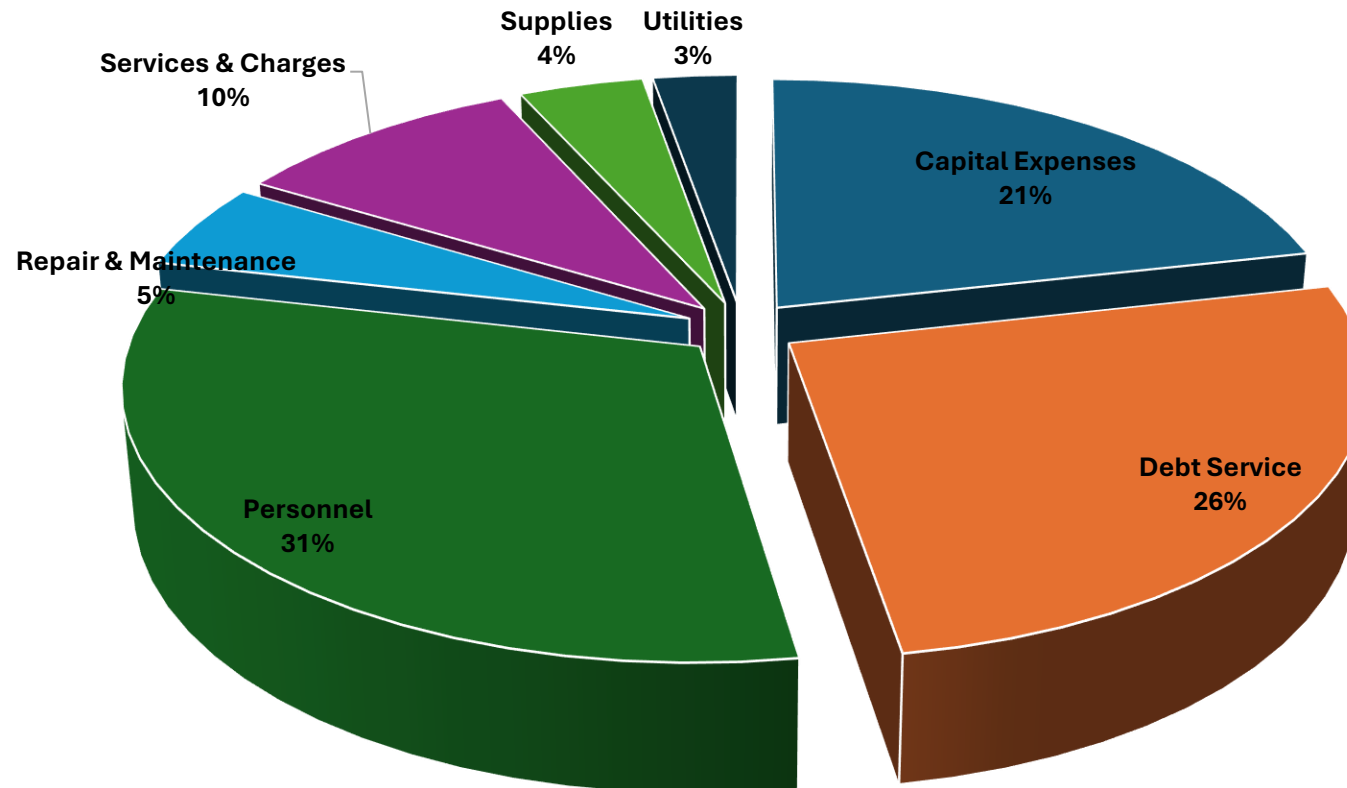
SOLID WASTE FUND BALANCING

	Proposed FY 2027 Budget	Non-recurring Items	Ongoing Balancing
Revenue	12,243,200	-	12,243,200
Expense	12,394,140	-	12,394,140
	(150,940)	-	(150,940)

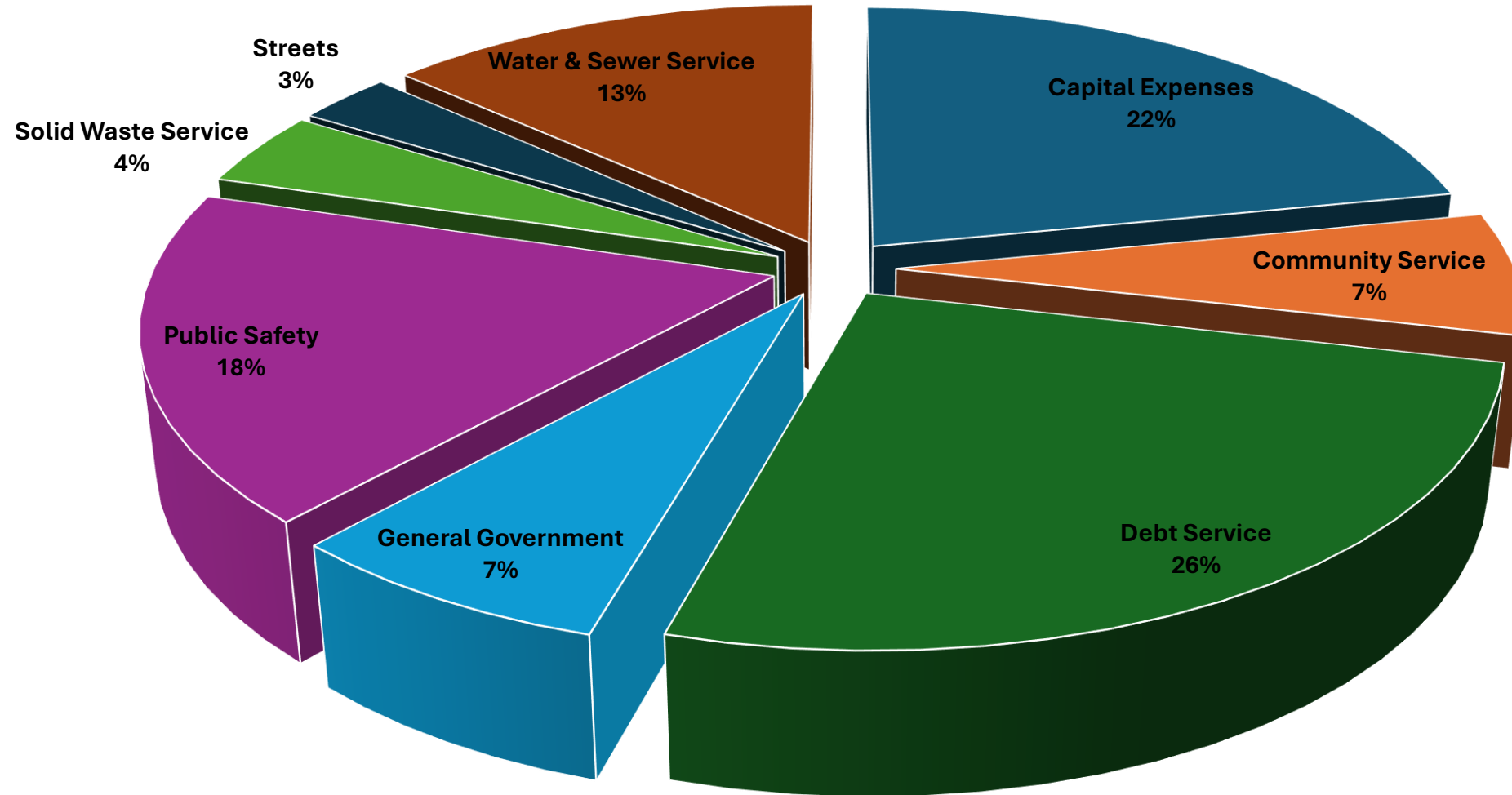
FY2027 Budget - Rates

- General Fund
 - Total tax rate of \$0.508/\$100 unchanged from last year
- Utility Fund
 - Updated rate plan based on current usage, as presented
- Solid Waste Fund
 - Rate increase to \$20.00 per month for 2 carts
 - \$375k in FY2026 and \$1.575 million in FY2027 from TASWA
- Stormwater Fee
 - No change at \$2.00 per ERU

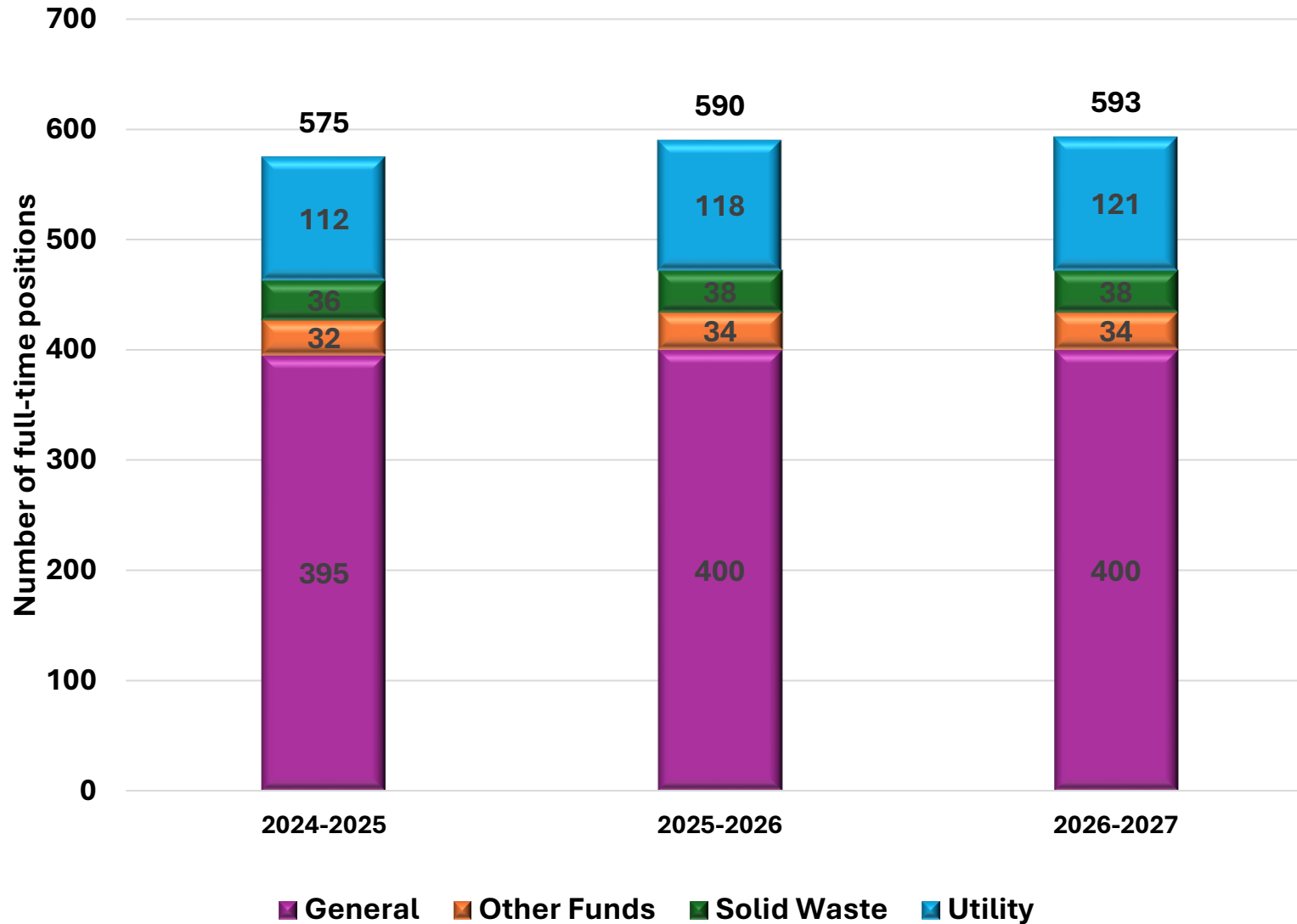
Total Expenditures by Object - All Funds



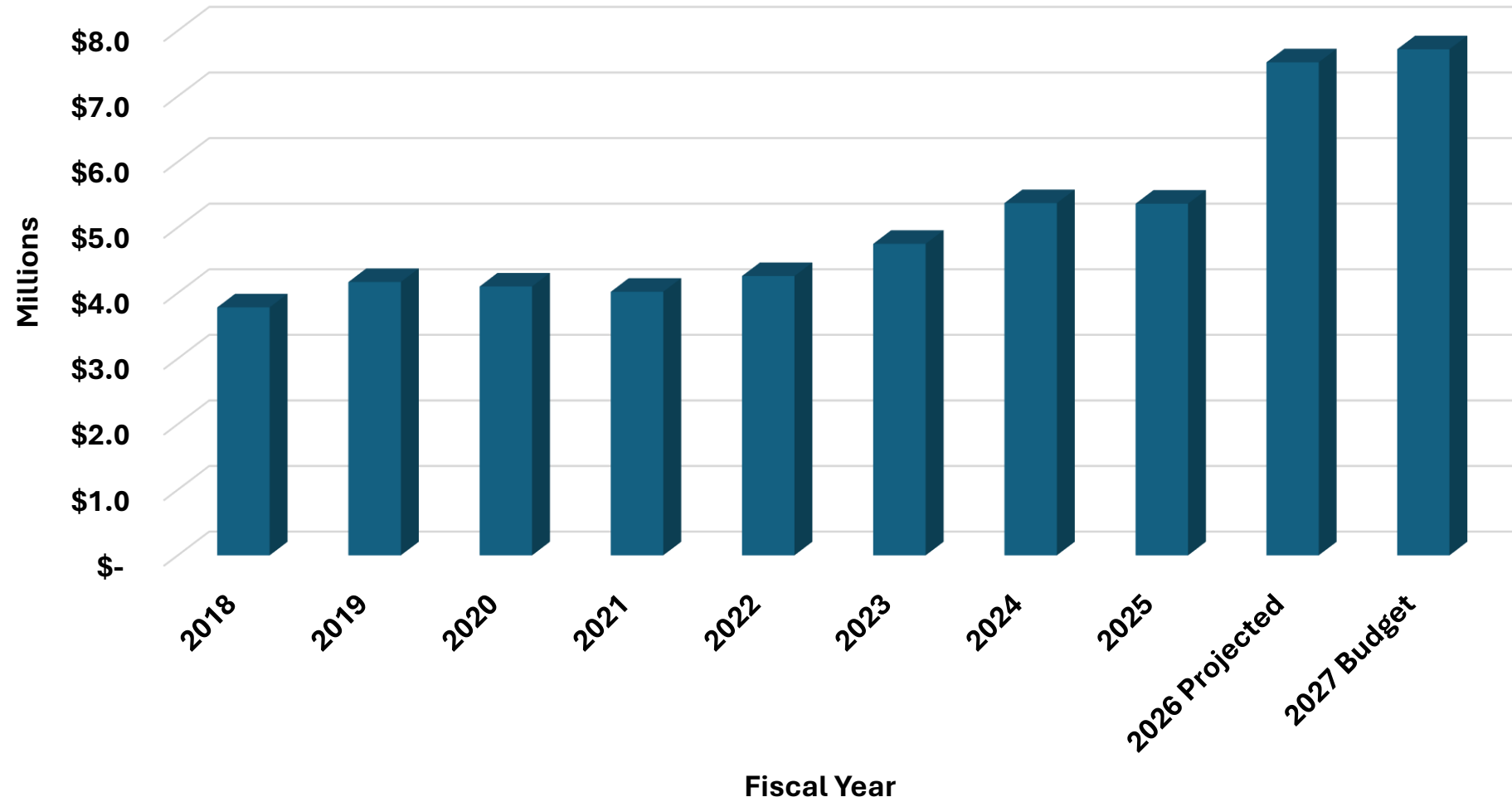
Total Expenditures by Function – All Funds



Employee Count History



Group Health Claims History



Small Funds and Miscellaneous

**City of Sherman
RISK CONTINGENCY
2026-2027 Annual Budget**

	Actual 2024-2025	Adjusted Budget 2025-2026	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ -	\$ -	\$ 8,381,745	\$ 8,531,745
Revenues				
Transfers In	8,300,000	-	-	-
Interest Income	81,745	-	150,000	150,000
Total Revenues	8,381,745	-	150,000	150,000
Expenditures				
Transfers Out	-	-	-	-
Excess Revenues over Expenditures	8,381,745	-	150,000	150,000
Ending Fund Balance	\$ 8,381,745	\$ -	\$ 8,531,745	\$ 8,681,745

City of Sherman
STREET REVOLVING FUND
2026-2027 Annual Budget

	Actual 2024-2025	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ 548,487	\$ 577,053	\$ 604,053
Revenues			
Sales & Service	-	-	-
Interest Income	28,566	27,000	24,000
Total Revenues	<u>28,566</u>	<u>27,000</u>	<u>24,000</u>
Total Funds Available	577,053	604,053	628,053
Expenditures			
Capital Expenses	-	-	250,000
Total Expenditures	<u>-</u>	<u>-</u>	<u>250,000</u>
Excess Revenues over Expenditures	<u>28,566</u>	<u>27,000</u>	<u>(226,000)</u>
Ending Fund Balance	<u><u>\$ 577,053</u></u>	<u><u>\$ 604,053</u></u>	<u><u>\$ 378,053</u></u>

City of Sherman
TIRZ #2 CONSTRUCTION FUND
2026-2027 Annual Budget

	Actual 2024-2025	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ 52,302	\$ 150,328	\$ 306,267
Revenues			
Property Tax	447,825	462,939	483,379
Rentals	(1,719)	-	-
Interest Income	4,590	5,000	3,000
Total Revenues	<u>450,696</u>	<u>467,939</u>	<u>486,379</u>
Total Funds Available	502,998	618,267	792,646
Expenditures:			
Services & Charges	62,960	12,000	86,200
Capital Expenses	89,711	100,000	250,000
Transfers Out	200,000	200,000	200,000
Total Expenditures	<u>352,670</u>	<u>312,000</u>	<u>536,200</u>
Excess Revenues over Expenditures	<u>98,026</u>	<u>155,939</u>	<u>(49,821)</u>
Ending Fund Balance	<u>\$ 150,328</u>	<u>\$ 306,267</u>	<u>\$ 256,446</u>

City of Sherman
TIRZ #3 CONSTRUCTION FUND
2026-2027 Annual Budget

	Actual 2024-2025	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ 123,070	\$ (124,429)	\$ -
Revenues			
Property Tax	-	-	-
Interest Income	1,359	-	-
Transfers In	-	124,429	-
Total Revenues	1,359	124,429	-
Total Funds Available	124,429	0	-
Expenditures			
Capital Expenses	-	-	-
Transfers Out	248,858	-	-
Total Expenditures	248,858	-	-
Excess Revenues over Expenditures	(247,499)	124,429	-
Ending Fund Balance	\$ (124,429)	\$ -	\$ -

City of Sherman
REGIONAL DETENTION FUND
2026-2027 Annual Budget

	Actual 2024-2025	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ 55,890	\$ 57,261	\$ 58,261
Revenues			
Sales & Service	-	-	25,000
Interest Income	1,371	1,000	1,000
Total Revenues	<u>1,371</u>	<u>1,000</u>	<u>26,000</u>
Total Funds Available	57,261	58,261	84,261
Expenditures			
Capital Expenses	-	-	75,000
Transfers Out	-	-	-
Total Expenditures	<u>-</u>	<u>-</u>	<u>75,000</u>
Excess Revenues over Expenditures	<u>1,371</u>	<u>1,000</u>	<u>(49,000)</u>
Ending Fund Balance	<u><u>\$ 57,261</u></u>	<u><u>\$ 58,261</u></u>	<u><u>\$ 9,261</u></u>

City of Sherman
TIRZ #6 CONSTRUCTION FUND
2026-2027 Annual Budget

	Actual 2024-2025	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ 599,316	\$ 461,912	\$ 323,453
Revenues			
Property Tax	42,103	44,157	39,668
Intergovernmental	33,626	35,768	38,228
Interest Income	12,867	7,000	5,000
Total Revenues	<u>88,596</u>	<u>86,925</u>	<u>82,896</u>
Total Funds Available	687,912	548,837	406,349
Expenditures			
Capital Expenses	-	-	-
Transfers Out	226,000	225,384	226,000
Total Expenditures	<u>226,000</u>	<u>225,384</u>	<u>226,000</u>
Excess Revenues over Expenditures	<u>(137,404)</u>	<u>(138,459)</u>	<u>(143,104)</u>
Ending Fund Balance	<u>\$ 461,912</u>	<u>\$ 323,453</u>	<u>\$ 180,349</u>

City of Sherman
TIRZ #7 CONSTRUCTION FUND
2026-2027 Annual Budget

	Actual 2024-2025	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ (563,967)	\$ 1,154,971	\$ (167,012)
Revenues			
Property Tax	165,579	249,335	266,688
Intergovernmental	123,121	191,033	242,789
Interest Income	8,238	15,000	2,000
Miscellaneous Revenue	1,600,000	-	-
Transfers In	-	-	-
Total Revenues	<u>1,896,938</u>	<u>455,368</u>	<u>511,477</u>
Total Funds Available	1,332,971	1,610,339	344,465
Expenditures			
Capital Expenses	-	-	-
Transfers Out	178,000	1,777,351	177,000
Total Expenditures	<u>178,000</u>	<u>1,777,351</u>	<u>177,000</u>
Excess Revenues over Expenditures	<u>1,718,938</u>	<u>(1,321,983)</u>	<u>334,477</u>
Ending Fund Balance	<u>\$ 1,154,971</u>	<u>\$ (167,012)</u>	<u>\$ 167,465</u>

City of Sherman
TIRZ #8 CONSTRUCTION FUND
2026-2027 Annual Budget

	Actual 2024-2025	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ -	\$ 7,587	\$ 101,648
Revenues			
Property Tax	4,218	51,944	71,063
Intergovernmental	3,330	42,117	68,482
Interest Income	39	-	-
Transfers In	-	-	-
Total Revenues	<u>7,587</u>	<u>94,061</u>	<u>139,545</u>
Total Funds Available	7,587	101,648	241,193
Expenditures			
Capital Expenses	-	-	-
Transfers Out	-	-	-
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>
Excess Revenues over Expenditures	<u>7,587</u>	<u>94,061</u>	<u>139,545</u>
Ending Fund Balance	<u>\$ 7,587</u>	<u>\$ 101,648</u>	<u>\$ 241,193</u>

City of Sherman
TIRZ #9 CONSTRUCTION FUND
2026-2027 Annual Budget

	Actual 2024-2025	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ -	\$ -	\$ 47,412
Revenues			
Property Tax	-	26,111	51,677
Intergovernmental	-	21,151	49,801
Interest Income	-	150	300
Transfers In	-	-	-
Total Revenues	<u>-</u>	<u>47,412</u>	<u>101,778</u>
Total Funds Available	-	47,412	149,190
Expenditures			
Capital Expenses	-	-	-
Transfers Out	-	-	-
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>
Excess Revenues over Expenditures	<u>-</u>	<u>47,412</u>	<u>101,778</u>
Ending Fund Balance	<u><u>\$ -</u></u>	<u><u>\$ 47,412</u></u>	<u><u>\$ 149,190</u></u>

City of Sherman
ROADWAY IMPACT FEES ZONE #1
2026-2027 Annual Budget

	Actual 2024-2025	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ 325,342	\$ 75,155	\$ 212,855
Revenues			
Interest Income	7,301	7,700	7,300
Sales & Service	142,512	130,000	100,000
Total Revenues	149,813	137,700	107,300
Total Funds Available	475,155	212,855	320,155
Expenditures			
Capital Expenses	-	-	-
Transfers Out	400,000	-	-
Total Expenditures	400,000	-	-
Excess Revenues over Expenditures	(250,187)	137,700	107,300
Ending Fund Balance	\$ 75,155	\$ 212,855	\$ 320,155

City of Sherman
ROADWAY IMPACT FEES ZONE #2
2026-2027 Annual Budget

	Actual 2024-2025	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ 558,821	\$ 1,187,125	\$ 947,125
Revenues			
Interest Income	29,960	30,000	25,000
Sales & Service	898,344	975,000	600,000
Total Revenues	<u>928,304</u>	<u>1,005,000</u>	<u>625,000</u>
Total Funds Available	1,487,125	2,192,125	1,572,125
Expenditures			
Capital Expenses	-	-	-
Transfers Out	300,000	1,245,000	1,200,000
Total Expenditures	<u>300,000</u>	<u>1,245,000</u>	<u>1,200,000</u>
Excess Revenues over Expenditures	<u>628,304</u>	<u>(240,000)</u>	<u>(575,000)</u>
Ending Fund Balance	<u>\$ 1,187,125</u>	<u>\$ 947,125</u>	<u>\$ 372,125</u>

City of Sherman
ROADWAY IMPACT FEES ZONE #3
2026-2027 Annual Budget

	Actual 2024-2025	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ 250,203	\$ 269,642	\$ 324,642
Revenues			
Interest Income	6,244	5,000	3,000
Sales & Service	13,195	50,000	30,000
Total Revenues	19,439	55,000	33,000
Total Funds Available	269,642	324,642	357,642
Expenditures			
Capital Expenses	-	-	-
Transfers Out	-	-	-
Total Expenditures	-	-	-
Excess Revenues over Expenditures	19,439	55,000	33,000
Ending Fund Balance	\$ 269,642	\$ 324,642	\$ 357,642

City of Sherman
ROADWAY IMPACT FEES ZONE #4
2026-2027 Annual Budget

	Actual 2024-2025	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ 1,211,694	\$ 1,351,690	\$ (62,310)
Revenues			
Interest Income	45,968	26,000	15,000
Sales & Service	394,028	360,000	400,000
Total Revenues	<u>439,996</u>	<u>386,000</u>	<u>415,000</u>
Total Funds Available	1,651,690	1,737,690	352,690
Expenditures			
Capital Expenses	-	-	-
Transfers Out	300,000	1,800,000	-
Total Expenditures	<u>300,000</u>	<u>1,800,000</u>	<u>-</u>
Excess Revenues over Expenditures	<u>139,996</u>	<u>(1,414,000)</u>	<u>415,000</u>
Ending Fund Balance	<u><u>\$ 1,351,690</u></u>	<u><u>\$ (62,310)</u></u>	<u><u>\$ 352,690</u></u>

City of Sherman
WATER IMPACT FEES
2026-2027 Annual Budget

	Actual 2024-2025	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ 3,654,601	\$ 7,149,430	\$ 6,599,430
Revenues			
Interest Income	193,464	200,000	150,000
Sales & Service	3,301,364	2,500,000	2,500,000
Total Revenues	3,494,829	2,700,000	2,650,000
Total Funds Available	7,149,430	9,849,430	9,249,430
Expenditures			
Capital Expenses	-	-	-
Transfers Out	-	3,250,000	1,948,000
Total Expenditures	-	3,250,000	1,948,000
Excess Revenues over Expenditures	3,494,829	(550,000)	702,000
Ending Fund Balance	\$ 7,149,430	\$ 6,599,430	\$ 7,301,430

City of Sherman
SEWER IMPACT FEES
2026-2027 Annual Budget

	Actual 2024-2025	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ 1,297,096	\$ 2,418,619	\$ 3,293,619
Revenues			
Interest Income	75,760	75,000	70,000
Sales & Service	1,045,764	800,000	825,000
Total Revenues	1,121,523	875,000	895,000
Total Funds Available	2,418,619	3,293,619	4,188,619
Expenditures			
Capital Expenses	-	-	-
Transfers Out	-	-	825,000
Total Expenditures	-	-	825,000
Excess Revenues over Expenditures	1,121,523	875,000	70,000
Ending Fund Balance	\$ 2,418,619	\$ 3,293,619	\$ 3,363,619

City of Sherman
STORMWATER FUND
2026-2027 Annual Budget

	Actual 2024-2025	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ 109,539	\$ (157,927)	\$ (317,542)
Revenues			
Sales & Service	920,810	930,000	930,000
Fines & Penalties	-	-	-
Interest Income	324	-	500
Total Revenues	<u>921,134</u>	<u>930,000</u>	<u>930,500</u>
Total Funds Available	1,030,673	772,073	612,958
Expenditures			
Personnel	203,259	181,740	192,680
Supplies	3,240	3,365	3,775
Repair & Maintenance	121,924	69,545	32,690
Utilities	846	700	730
Information Technology	5,027	8,220	6,290
Services & Charges	133,807	288,975	19,454
Capital Expenses	407,742	225,000	-
Vehicle Usage	43,755	39,794	25,110
Transfers Out	269,000	272,275	270,000
Fleet Services & Charges	-	-	-
Total Expenditures	<u>1,188,600</u>	<u>1,089,614</u>	<u>550,729</u>
Excess Revenues over Expenditures	<u>(267,466)</u>	<u>(159,614)</u>	<u>379,771</u>
Ending Fund Balance	<u>\$ (157,927)</u>	<u>\$ (317,542)</u>	<u>\$ 62,229</u>

City of Sherman
BEL AIR PUBLIC IMPROVEMENT DISTRICT
2026-2027 Annual Budget

	Actual 2024-2025	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ 6,939	\$ 55,342	\$ 1,316,342
Revenues			
Sales & Service	849,779	2,631,000	3,000,000
Interest Income	16,419	30,000	40,000
Total Revenues	<u>866,199</u>	<u>2,661,000</u>	<u>3,040,000</u>
Total Funds Available	873,138	2,716,342	4,356,342
Expenditures			
Services & Charges	817,796	1,400,000	2,750,000
Total Expenditures	<u>817,796</u>	<u>1,400,000</u>	<u>2,750,000</u>
Excess Revenues over Expenditures	<u>48,403</u>	<u>1,261,000</u>	<u>290,000</u>
Ending Fund Balance	<u><u>\$ 55,342</u></u>	<u><u>\$ 1,316,342</u></u>	<u><u>\$ 1,606,342</u></u>

City of Sherman
EMERGENCY 9-1-1 FUND
2026-2027 Annual Budget

	Actual 2024-2025	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ 1,057,992	\$ 741,003	\$ 144,570
Revenues			
Sales & Service	327,410	350,000	350,000
Grant Revenue	139,235	16,841	-
Interest Income	42,663	30,000	25,000
Total Revenues	509,309	396,841	375,000
Total Funds Available	1,567,301	1,137,844	519,570
Expenditures			
Personnel	594,580	600,590	299,420
Supplies	2,550	-	-
Repair & Maintenance	27,370	99,700	28,000
Services & Charges	153,939	192,984	188,895
Capital Expenses	47,859	100,000	-
Total Expenditures	826,298	993,274	516,315
Excess Revenues over Expenditures	(316,989)	(596,433)	(141,315)
Ending Fund Balance	\$ 741,003	\$ 144,570	\$ 3,255

City of Sherman
COURT SECURITY & TECHNOLOGY FUND
2026-2027 Annual Budget

	Actual 2024-2025	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ 156,904	\$ 154,792	\$ 186,606
Revenues			
Fines & Penalties	70,917	76,500	76,500
Interest Income	3,662	3,000	2,500
Total Revenues	<u>74,579</u>	<u>79,500</u>	<u>79,000</u>
Total Funds Available	231,483	234,292	265,606
Expenditures			
Supplies	34,791	20,500	20,800
Repair & Maintenance	377	186	372
Services & Charges	6,523	12,000	13,000
Capital Expenses	-	-	-
Transfers Out	35,000	15,000	8,750
Total Expenditures	<u>76,691</u>	<u>47,686</u>	<u>42,922</u>
Excess Revenues over Expenditures	<u>(2,112)</u>	<u>31,814</u>	<u>36,078</u>
Ending Fund Balance	<u>\$ 154,792</u>	<u>\$ 186,606</u>	<u>\$ 222,684</u>

**City of Sherman
PARKS PRIDE FUND
2026-2027 Annual Budget**

	Actual 2024-2025	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ 34,593	\$ 158,260	\$ 170,760
Revenues			
Miscellaneous Revenue	132,837	10,000	10,000
Interest Income	2,437	2,500	2,500
Total Revenues	135,273	12,500	12,500
Total Funds Available	169,866	170,760	183,260
Expenditures			
Services & Charges	11,606	-	50,000
Capital Expenses	-	-	120,000
Transfers Out	-	-	-
Total Expenditures	11,606	-	170,000
Excess Revenues over Expenditures	123,667	12,500	(157,500)
Ending Fund Balance	\$ 158,260	\$ 170,760	\$ 13,260

**City of Sherman
POLICE PRIDE FUND
2026-2027 Annual Budget**

	Actual 2024-2025	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ 41,138	\$ 38,383	\$ 23,983
Revenues			
Miscellaneous Revenue	10,381	10,000	10,000
Grant Revenue	-	-	-
Interest Income	1,016	700	500
Total Revenues	<u>11,398</u>	<u>10,700</u>	<u>10,500</u>
Total Funds Available	52,536	49,083	34,483
Expenditures			
Supplies	713	100	100
Services & Charges	940	5,000	5,000
Capital Expenses	12,500	20,000	20,000
Total Expenditures	<u>14,153</u>	<u>25,100</u>	<u>25,100</u>
Excess Revenues over Expenditures	<u>(2,755)</u>	<u>(14,400)</u>	<u>(14,600)</u>
Ending Fund Balance	<u><u>\$ 38,383</u></u>	<u><u>\$ 23,983</u></u>	<u><u>\$ 9,383</u></u>

City of Sherman
DONATIONS FUND
2026-2027 Annual Budget

	Actual 2024-2025	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ 17,090	\$ 8,895	\$ 13,095
Revenues			
Miscellaneous Revenue	13,580	14,000	14,000
Interest Income	409	200	100
Total Revenues	13,989	14,200	14,100
Total Funds Available	31,079	23,095	27,195
Expenditures			
Supplies	22,184	10,000	25,000
Excess Revenues over Expenditures	(8,195)	4,200	(10,900)
Ending Fund Balance	\$ 8,895	\$ 13,095	\$ 2,195

City of Sherman
HOTEL/MOTEL TAX FUND
2026-2027 Annual Budget

	Actual 2024-2025	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ (408,163)	\$ 171,653	\$ 128,084
Revenues			
Hotel-Motel Taxes	1,092,517	800,000	800,000
Fines & Penalties	-	-	-
Miscellaneous Revenue	4,990	1,000	1,000
Interest Income	1	3,000	1,500
Sales & Service	72,625	89,000	89,000
Rentals	26,240	18,500	18,500
Debt Proceeds	3,394	-	-
Transfers In	700,000	150,000	-
Total Revenues	1,899,767	1,061,500	910,000
Total Funds Available	1,491,604	1,233,153	1,038,084
Expenditures			
Personnel	215,029	237,320	216,780
Supplies	13,030	10,745	18,530
Repair & Maintenance	1,584	3,950	4,410
Utilities	29,634	31,230	33,080
Information Technology	21,270	22,560	27,190
Services & Charges	908,197	639,600	560,200
Vehicle Usage	24,813	51,512	53,140
Capital Expenses	3,394	-	-
Transfers Out	103,000	108,152	124,000
Total Expenditures	1,319,951	1,105,069	1,037,330
Excess Revenues over Expenditures	579,816	(43,569)	(127,330)
Ending Fund Balance	\$ 171,653	\$ 128,084	\$ 754

City of Sherman
DRUG ENFORCEMENT FUND
2026-2027 Annual Budget

	Actual 2024-2025	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ 145,772	\$ 181,418	\$ 186,918
Revenues			
Fines & Penalties	49,995	10,000	50,000
Interest Income	2,305	2,000	1,500
Miscellaneous Revenue	-	-	-
Total Revenues	<u>52,300</u>	<u>12,000</u>	<u>51,500</u>
Total Funds Available	198,072	193,418	238,418
Expenditures			
Supplies	9,934	-	50,400
Repair & Maintenance	-	-	12,000
Services & Charges	6,720	6,500	60,500
Capital Expenses	-	-	-
Total Expenditures	<u>16,655</u>	<u>6,500</u>	<u>122,900</u>
Excess Revenues over Expenditures	<u>35,646</u>	<u>5,500</u>	<u>(71,400)</u>
Ending Fund Balance	<u><u>\$ 181,418</u></u>	<u><u>\$ 186,918</u></u>	<u><u>\$ 115,518</u></u>

City of Sherman
MUNICIPAL AIRPORT FUND
2026-2027 Annual Budget

	Actual 2024-2025	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ 218,323	\$ 240,302	\$ (55,488)
Revenues			
Interest Income	6,678	5,000	3,500
Rentals	101,184	100,000	100,000
Sales & Service	315,121	185,000	450,000
Grant Revenue	75,183	100,000	100,000
Miscellaneous Revenue	(1,998)	-	-
Total Revenues	<u>496,167</u>	<u>390,000</u>	<u>653,500</u>
Total Funds Available	714,490	630,302 -	598,012
Expenditures			
Supplies	252,277	396,585	416,592
Repair & Maintenance	3,365	8,995	1,995
Services & Charges	118,766	108,247	27,965
Utilities	11,672	12,690	12,640
Vehicle Usage	7,278	7,157	4,360
Capital Expenses	80,830	152,115	100,000
Total Expenditures	<u>474,188</u>	<u>685,789</u>	<u>563,552</u>
Excess Revenues over Expenditures	<u>21,979</u>	<u>(295,789)</u>	<u>89,948</u>
Ending Fund Balance	<u><u>\$ 240,302</u></u>	<u><u>\$ (55,488)</u></u>	<u><u>\$ 34,460</u></u>

City of Sherman
EMPLOYEE INSURANCE FUND
2026-2027 Annual Budget

	Actual 2024-2025	Budget 2025-2026	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ 1,408,446	\$ 1,031,840	\$ 1,604,350	\$ 127,780
Revenues				
Employer Contributions	5,279,966	5,384,810	5,456,630	7,339,600
Employee Contributions	1,236,930	1,150,000	1,329,000	1,355,000
Retiree Contributions	96,653	100,000	80,000	80,000
COBRA Contributions	1,792	1,000	6,000	6,000
Miscellaneous Revenue	-	350,000	350,000	350,000
Interest Income	67,441	60,000	40,000	35,000
Transfers In	-	-	-	-
Total Revenues	6,682,782	7,045,810	7,261,630	9,165,600
Total Funds Available	8,091,228	8,077,650	8,865,980	9,293,380
Expenditures				
Health Insurance Claims	5,361,963	6,696,000	7,517,000	7,716,000
Administration & Premiums	1,062,787	1,256,000	1,148,000	1,300,000
Life Insurance Premiums	62,129	69,000	73,200	73,200
Transfers Out	-	-	-	-
Total Expenditures	6,486,878	8,021,000	8,738,200	9,089,200
Excess Revenues over Expenditures	195,904	(975,190)	(1,476,570)	76,400
Ending Fund Balance	\$ 1,604,350	\$ 56,650	\$ 127,780	\$ 204,180

City of Sherman
FACILITIES MAINTENANCE FUND
2026-2027 Annual Budget

	Actual 2024-2025	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ -	\$ -	\$ -
Revenues			
Technology Services:			
General Fund	-	-	1,704,170
Stormwater	-	-	-
Tourism	-	-	3,410
Equipment Services Fund	-	-	89,690
Utility Fund	-	-	675,180
Solid Waste Fund	-	-	63,270
Interest Income	-	-	-
Miscellaneous Revenue	-	-	-
Total Revenues	<u>-</u>	<u>-</u>	<u>2,535,720</u>
Total Funds Available	-	-	2,535,720
Expenditures			
Personnel	-	-	628,530
Supplies	-	-	41,100
Repair & Maintenance	-	-	553,307
Utilities	-	-	19,210
Information Technology	-	-	62,740
Services & Charges	-	-	313,912
Capital Expenses	-	-	10,000
Vehicle Usage	-	-	78,660
Total Expenditures	<u>-</u>	<u>-</u>	<u>1,707,459</u>
Excess Revenues over Expenditures	<u>-</u>	<u>-</u>	<u>828,261</u>
Ending Fund Balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 828,261</u>

City of Sherman
INFORMATION TECHNOLOGY FUND
2026-2027 Annual Budget

	Actual 2024-2025	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ 255,557	\$ 187,842	\$ 193,673
Revenues			
Technology Services:			
General Fund	1,572,803	1,835,910	1,940,380
Stormwater	5,027	8,220	6,290
Tourism	21,270	22,560	27,190
Facilities Maintenance	-	-	62,740
Equipment Services Fund	72,704	79,960	98,280
Utility Fund	456,720	506,480	537,450
Solid Waste Fund	122,978	146,600	157,880
Interest Income	3,226	4,000	-
Miscellaneous Revenue	10,131	1,800	-
Total Revenues	2,264,859	2,605,530	2,830,210
Total Funds Available	2,520,416	2,793,372	3,023,883
Expenditures			
Personnel	1,272,630	1,258,940	1,300,320
Supplies	95,698	166,216	59,995
Repair & Maintenance	314,278	372,506	624,892
Utilities	60,567	70,780	72,120
Services & Charges	545,359	567,413	712,409
Capital Expenses	-	63,000	110,000
Vehicle Usage	-	-	4,240
Fleet Services & Charges	-	57,000	-
Transfers Out	44,042	43,844	43,874
Total Expenditures	2,332,574	2,599,699	2,927,850
Excess Revenues over Expenditures	(67,715)	5,831	(97,640)
Ending Fund Balance	\$ 187,842	\$ 193,673	\$ 96,033

City of Sherman
EQUIPMENT SERVICES FUND
2026-2027 Annual Budget

	Actual 2024-2025	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ 8,420	\$ (61,528)	\$ 342,918
Revenues			
Equipment Service Revenue	5,914,755	7,176,633	6,826,007
Interest Income	-	300	-
Miscellaneous Revenue	7,689	5,200	-
Total Revenues	5,922,445	7,182,133	6,826,007
Total Funds Available	5,930,864	7,120,606	7,168,926
Expenditures			
Personnel	1,419,118	1,487,050	1,521,120
Supplies	1,417,619	1,569,326	1,393,060
Repair & Maintenance	2,426,149	2,704,800	2,939,690
Utilities	25,447	36,780	40,660
Information Technology	72,704	79,960	98,280
Services & Charges	607,836	708,156	686,705
Capital Expenses	23,119	13,053	-
Fleet Services & Charges	-	178,562	-
Vehicle Usage	400	-	-
Total Expenditures	5,992,392	6,777,688	6,679,515
Excess Revenues over Expenditures	(69,947)	404,446	146,492
Ending Fund Balance	\$ (61,528)	\$ 342,918	\$ 489,411

**City of Sherman
FLEET REPLACEMENT FUND
2026-2027 Annual Budget**

	Actual 2024-2025	Adjusted Budget 2025-2026	Projected 2025-2026	Budget 2026-2027
Beginning Fund Balance	\$ 3,413,914	\$ 795,876	\$ 513,329	\$ 402,311
Revenues				
Fleet Replacement Revenue	1,996,279	1,333,405	1,308,405	210,441
Property Tax	2,540,684	3,032,000	2,962,000	3,505,111
Interest Income	129,449	130,000	42,000	40,000
Debt Proceeds	3,443,853	2,545,016	2,330,116	4,708,132
Miscellaneous Revenue	-	-	82,000	-
Total Revenues	8,110,265	7,040,421	6,724,521	8,463,684
Total Funds Available	11,524,179	7,836,297	7,237,850	8,865,995
Expenditures				
Debt Service	2,999,818	3,121,920	3,051,917	3,504,682
Services & Charges	46,623	100,000	40,934	75,000
Capital Expenses	7,848,147	3,726,734	3,742,688	4,863,573
Transfers Out	116,263	-	-	-
Total Expenditures	11,010,850	6,948,654	6,835,539	8,443,255
Excess Revenues over Expenditures	(2,900,585)	91,767	(111,018)	20,429
Ending Fund Balance	\$ 513,329	\$ 887,643	\$ 402,311	\$ 422,740

			BUDGET FY26/27						
FUND	Dept	DETAILS	Expense TRANSFER FROM Debit	Revenue TRANSFER TO Credit					
100	1191	From fund 700 5% franchise, admin		\$ 5,998,000.00	450	7226	To fund 100, truancy clerk	\$	8,750.00
100	1191	From fund 790, franchise, admin		\$ 1,389,000.00	460	7205	To fund 300, debt service	\$	124,000.00
100	1191	From 790, debt service		\$ 1,567,995.00	630	7600	To fund 100, debt service	\$	43,874.00
100	1191	From fund 700, debt service		\$ 401,967.00	700	7791	To fund 100 5% franchise, admin cost	\$	5,998,000.00
100	1191	From fund 450, truancy clerk		\$ 8,750.00	700	7712	To fund 100, debt service	\$	12,319.00
100	1191	From fund 630, debt service		\$ 43,874.00	700	7720	To fund 100, debt service	\$	352,425.00
					700	7722	To fund 100, debt service	\$	27,205.00
222	7100	From fund 251, Moore St		\$ 1,200,000.00	700	7724	To fund 100, debt service	\$	10,018.00
241	7100	To fund 300, debt service	\$ 288,000.00		700	7791	From fund 790, admin cost	\$	190,000.00
242	7100	To fund 300, debt service	\$ 226,000.00		700	7791	From fund 330, debt service	\$	200,000.00
243	7100	To fund 300, debt service	\$ 177,000.00		700	7791	From fund 750, support	\$	1,948,000.00
251	7271	To fund 222, Moore Street	\$ 1,200,000.00		700	7791	From fund 751, support	\$	825,000.00
300	7500	From fund 420, debt service		\$ 270,000.00	750	7705	To fund 700, support	\$	1,948,000.00
300	7500	From fund 241, debt service		\$ 288,000.00	751	7705	To fund 700, support	\$	825,000.00
300	7500	From fund 242, debt service		\$ 226,000.00	790	7243	To fund 100 8% franchise RSW	\$	217,000.00
300	7500	From fund 243, debt service		\$ 177,000.00	790	7243	To fund 100, admin RSW	\$	138,000.00
300	7500	From fund 460, debt service		\$ 124,000.00	790	7243	To fund 100, debt service	\$	878,314.00
330	7100	To fund 700, debt service	\$ 200,000.00		790	7243	To fund 700, admin RSW	\$	49,000.00
420	7260	To fund 300, debt service	\$ 270,000.00		790	7244	To fund 100 8% franchise, CSW	\$	632,000.00
					790	7244	To fund 100, admin CSW	\$	402,000.00
					790	7244	To fund 700 admin cost	\$	141,000.00
					790	7244	To fund 100, debt service	\$	689,681.00
					TOTALS			\$	14,857,586.00
								\$	14,857,586.00



ACTION MINUTES

The City Council of the City of Sherman held a regular meeting on Monday, July 20, 2026 at 5:00 P.M. in the Council Chambers at 220 W. Mulberry Street to consider the following:

The City Council meetings are Video and Audio recorded and can be viewed at:

<https://www.ci.sherman.tx.us/701/Agendas-and-Minutes>

A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

Bookmarked at 00:03:20 – Audio was not picked up on video

Mayor Teamann called the meeting to order at 5:00pm and determined there was a quorum.

Council Members Present:

Mayor Shawn Teamann

Deputy Mayor Henry Marroquin

Council Member Clay Barnett

Council Member Josh Stevenson

Council Member Pam Howeth

Council Member Daron Holland

Council Member Juston Dobbs

A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER DARON HOLLAND

Bookmarked at 00:03:28

A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JULY 06, 2026

Bookmarked at 00:04:14

The City Council reviewed the minutes of the Regular City Council Meeting of July 06, 2026. Motion by Council Member Holland to approve the Minutes. Second by Council Member Barnett. All present voted AYE.

Citizen Comments

B.1. CITIZEN COMMENTS

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

Bookmarked at 00:05:19

Public comment period for public hearing items bookmarked at 00:09:39

Consent Agenda

C.1. CONSENT AGENDA

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

Bookmarked at 00:05:19

Council Member Barnett made a motion to approve items F. 1, F. 2 & G. 3. Second made by Council Member Holland.

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

VOTING NAY: NONE.

Mayor Teamann did not vote

MOTION CARRIED.

Public Hearing

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

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

Reading bookmarked at 00:06:06

Introduction bookmarked at 00:06:18

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

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Being Lot 9 And Part Of Lot 10, Block 5, Jones And Wainrights Addition, City Of Sherman, Grayson County, Texas, Located In The 1400 Block South Branch Street, Heretofore Zoned M-2 (Heavy Manufacturing) District; Rezoning And Placing The Tract In The R-5 (Single-Family) Residential District Zoning Classification, Douglass Distribution (Owner), Jack Sears (Applicant) And Helvey-Wagner Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Reading bookmarked at 00:06:48

Introduction bookmarked at 00:07:00

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

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

Reading bookmarked at 00:07:23

Introduction bookmarked at 00:07:31

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

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

Reading bookmarked at 00:08:15

Introduction bookmarked at 00:08:31

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

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

Reading bookmarked at 00:09:18

Introduction bookmarked at 00:09:29

Public comment period for public hearing items bookmarked at 00:09:39

Close Public Hearing and Consider Adoption of Ordinances

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

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

Bookmarked at 00:11:09

D. 5. Ordinance No. 6954

Vote bookmarked at 00:11:25

Council Member Stevenson made a motion to table Ordinance No. 6954. Second made by Council Member Dobbs.

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

VOTING NAY: NONE.

Mayor Teamann did not vote

MOTION CARRIED. ITEM TABLED

D. 1. Ordinance No. 6950 and D. 2. Ordinance No. 6951

Vote bookmarked at 00:11:41

Council Member Stevenson made a motion to approve Ordinance No. 6950 and Ordinance No. 6951. Second made by Council Member Dobbs.

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

VOTING NAY: NONE.

Mayor Teamann did not vote

MOTION CARRIED.

D. 4. Ordinance No. 6953

Vote bookmarked at 00:12:27

Council Member Barnett made a motion to approve Ordinance No. 6953. Second made by Council Member Holland.

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

VOTING NAY: NONE.

Mayor Teamann did not vote

MOTION CARRIED.

D. 3. Ordinance No. 6952

Council Comments and Vote bookmarked at 00:12:41

Council Member Stevenson made a motion to approve Ordinance No. 6953. Second made by Council Member Howeth.

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

VOTING NAY: NONE.

Mayor Teamann did not vote

MOTION CARRIED.

Resolutions

F.1. * RESOLUTION NO. 7659

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

Bookmarked at 00:05:19

Council Member Barnett made a motion to approve items F. 1, F. 2 & G. 3. Second made by Council Member Holland.

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

VOTING NAY: NONE.

Mayor Teamann did not vote

MOTION CARRIED.

F.2. * RESOLUTION NO. 7660

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

Bookmarked at 00:05:19

Council Member Barnett made a motion to approve items F. 1, F. 2 & G. 3. Second made by Council Member Holland.

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

VOTING NAY: NONE.

Mayor Teamann did not vote

MOTION CARRIED.

Other Business

G.1. OTHER BUSINESS

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

Bookmarked at 00:13:23

G.2. OTHER BUSINESS

Presentation on Solid Waste Rates

Bookmarked at 00:14:17

G.3. * OTHER BUSINESS

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

Bookmarked at 00:05:19

Council Member Barnett made a motion to approve items F. 1, F. 2 & G. 3. Second made by Council Member Holland.

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

VOTING NAY: NONE.

Mayor Teamann did not vote

MOTION CARRIED.

COUNCIL COMMENTS

Bookmarked at 00:20:53

EXECUTIVE SESSION

Bookmarked at 00:22:43

Mayor Teamann adjourned to executive session at 5:19pm.

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

I.1. TEX. GOV'T CODE § 551.071

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

a) Global Wafers Foreign Trade Zone

I.2. TEX. GOV.'T CODE § 551.072

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

I.3. TEX. GOV'T CODE § 551.073

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

I.4. TEX. GOV'T CODE § 551.074

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

a) Historical Preservation Board (1)

I.5. TEX. GOV'T CODE § 551.076

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

I.6. TEX. GOV'T CODE § 551.087

Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is

conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect.

I.7. TEX. GOV'T CODE § 551.089

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

The Council reconvenes into General Session

Bookmarked at 01:00:21

Mayor Teamann reconvened to General Session at 05:57pm

I.4.a. Historical Preservation Board

bookmarked at 01:00:25

**Council Member Barnett made a motion to appoint David Plyler to the Historical Preservation Board.
Second made by Council Member Stevenson.**

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

VOTING NAY: NONE.

Mayor Teamann did not vote

MOTION CARRIED.

Adjournment

Bookmarked at 1:00:45

Mayor Teamann reconvened to General Session at 05:57pm.

Taxpayer Impact Statement

L.1. FY 2026 TAX PAYER IMPACT STATEMENT

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

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

COUNCIL CALENDAR

M. 1. 2026 Council Calendar

MAYOR

CITY CLERK OR DESIGNEE

Proclamation

WHEREAS, Licensed professional engineers are dedicated to applying scientific knowledge, mathematics, and ingenuity to develop solutions for technical, societal, and commercial problems while holding paramount the public health, safety, and welfare; and

WHEREAS, Sherman licensed professional engineers have made significant contributions on a local and national scale; and

WHEREAS, Sherman's economy has grown, in part, because its licensed professional engineers are instrumental to our community; and

WHEREAS, August 5, 2026, has been declared PROFESSIONAL ENGINEERS DAY by the Texas Society of Professional Engineers in conjunction with the National Society of Professional Engineers, an organization founded in 1934 that represents the interests of more than 31,000 licensed professional engineers and those on the path to licensure, who show the highest level of dedication to their profession in all 50 states and US territories;

NOW, THEREFORE, I, Shawn Teamann, Mayor of the City of Sherman, by the authority vested in me, hereby proclaim August 5, 2026, as

PROFESSIONAL ENGINEERS DAY

in Sherman and call upon all citizens to join me in this special observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of Sherman to be affixed this 3rd day of August 2026.

Mayor

ATTEST:

City Clerk



City Council Regular Meeting

Agenda Item No. E.1.

Meeting Date: 8/3/2026

Prepared By: Amber Doan, Engineering Coordinator

Approved By:

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6954 (Item tabled at the July 20, 2026, Regular City Council Meeting)

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

Issue:

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

Background:

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

Capital Improvement Program:

N/A

Origination:

Austin College, Surrounding Property Owner

Financial Consideration:

None

Staff Recommendation:

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

Alternatives:

As may be directed by City Council.

Attachments:

1. .Location Map_07012026
2. Partially Signed ROC_07272026
3. Abandonment Request Letter_07212026
4. Ordinance - Alley Abandon_07-21-2026

Alley Abandonment - Austin College



0 50 100 200 Feet



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

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

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

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

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

In the event that a term, condition or provision of this Release is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Release shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Release.

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

In witness whereof, this Release is executed as of the 27th day of July, 2026.

By: J. Pernell Jones

Name: J. Pernell Jones

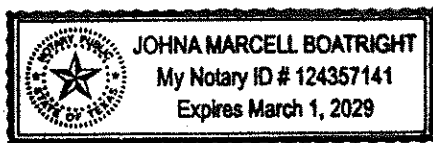
Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Grayson §

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

Given under my hand and seal of office on this the 27th day of July, 2026.



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

LAND DESCRIPTION

BEING a 0.204 acre tract of land situated in the J.B. McNair Survey, Abstract Number 763, City of Sherman, Grayson County, Texas, and being a portion of a tract of land described to Austin College, by the Deed recorded in Volume 1878, Page 98, Deed Records of Grayson County, Texas (D.R.G.C.T.), and being more particularly described by metes and bounds as follows:

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

THENCE North 16 degrees 19 minutes 51 seconds West, with the west line of said Austin College tract, the east right-of-way line of said Willow Street, passing a 2 inch pipe found at a distance of 341.65 feet and continuing with said course a total distance of 441.64 feet to a point for corner being the northwest corner of said Austin College tract and a point in the south right-of-way line of College Street (variable width public right-of-way);

THENCE North 73 degrees 59 minutes 59 seconds East, with the north line of said Austin College tract, the south right-of-way line of said College Street, a distance of 118.58 feet to a point for corner, being the POINT OF BEGINNING;

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

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

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

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

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

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

THENCE South 73 degrees 36 minutes 34 seconds West, over, across and upon said first referenced Austin College tract, a distance of 155.13 feet to a point for corner, being the northeast corner of a tract of land described in Deed to Housing Authority of the City of Sherman, Texas 'Tract No. 9', recorded in Volume 1166, Page 282, Deed Records of Grayson County, Texas, from which a 1/2 inch iron rod found bears South 15 degrees 45 minutes 44 seconds East, a distance of 120.23 feet;

THENCE departing the north line of said 'Tract No. 9' tract, over, across and upon said Austin College tract the following courses and distances;

North 16 degrees 00 minutes 00 seconds West, a distance of 16.10 feet to a point for corner;

North 74 degrees 00 minutes 00 seconds East, a distance of 29.01 feet to a point for corner;

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

North 16 degrees 00 minutes 00 seconds West, a distance of 175.00 feet to the POINT OF BEGINNING containing 0.204 acres (8,865 square feet) of land, more or less.

1 of 2

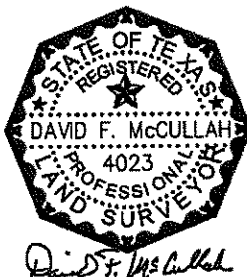
EXHIBIT "A"
ALLEY ABANDONMENT
BEING 0.204 ACRES OUT OF THE
J.B. McNAIR SURVEY
ABSTRACT NO. 763
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

JOB No. TR-169-26

DRAWN BY: JMR

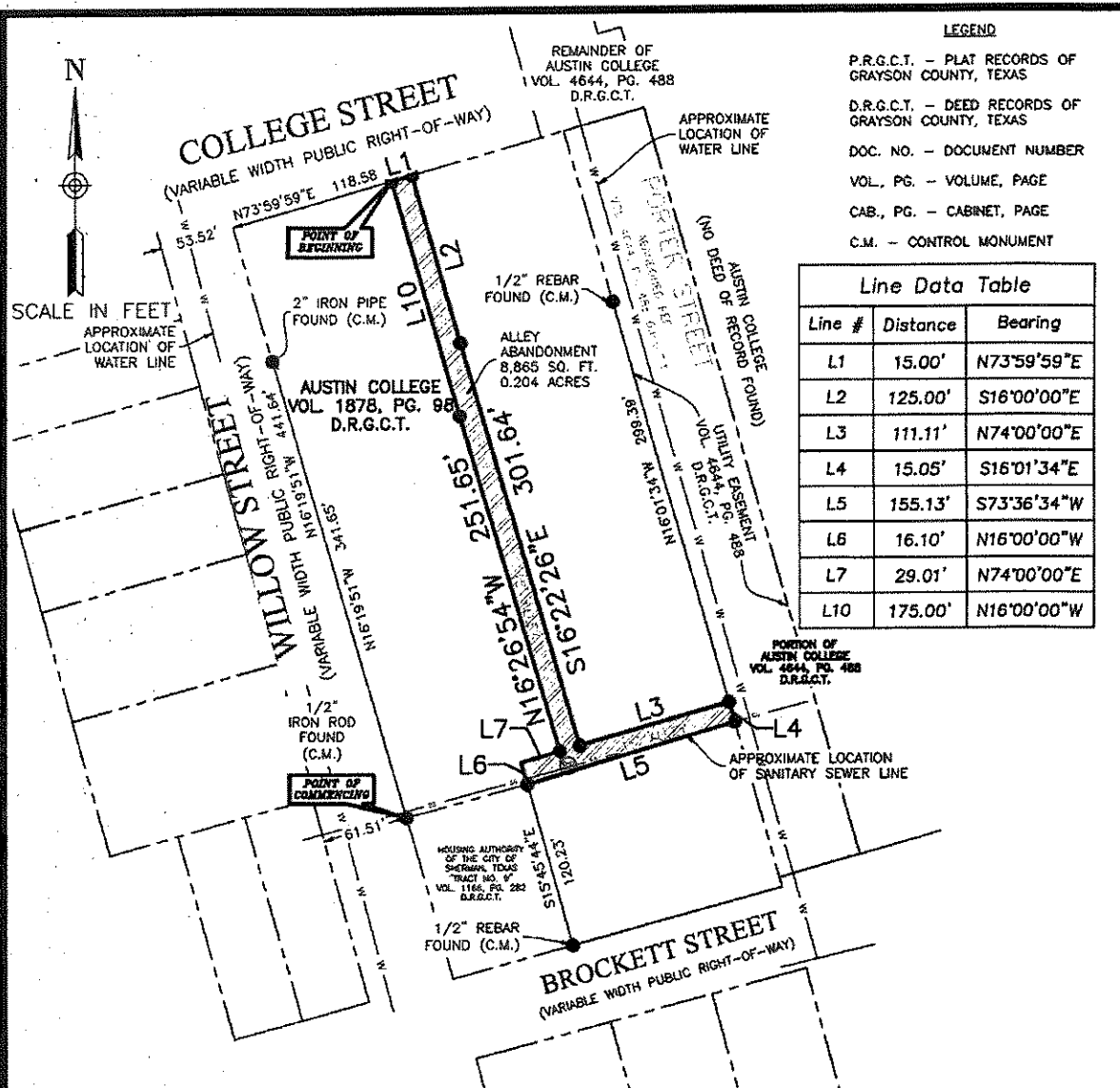
DATE: 2026-07-21

SCALE: 1"=100'



DAVID F. McCULLAH
TEXAS RPLS NO. 4023

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



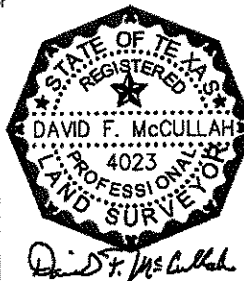
The Basis of Bearings is from the Texas State Plane Coordinate System, NAD83, North Central Zone as derived from GPS observations using the Altimera RTK Network and adjusted to surface using a surface scale factor of 1.00012.

2 OF 2

EXHIBIT "B"
ALLEY ABANDONMENT
 BEING 0.204 ACRES OUT OF THE
 J.B. MCNAIR SURVEY
 ABSTRACT NO. 763
 CITY OF SHERMAN
 GRAYSON COUNTY, TEXAS

JOB No. TR-169-26
 DATE: 2026-07-21

DRAWN BY: JMR
 SCALE: 1"=100'



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 359 Lake Park Road, Suite 102
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 T: 469.784.9321 | W: TraverseLandSurveying.com
 Texas Firm No. 10184631

July 21st, 2026

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

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

To Whom It May Concern:

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

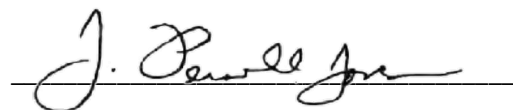
The reason for this request for abandonment is the fact that the site is no longer used for residential parcels that the paperwork alleys were originally designated to serve, and the alleyways now conflict with the future consolidation of the individual parcels into one parcel for use and development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

Submitted with this Letter:

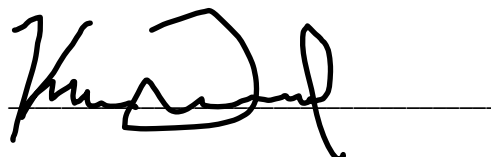
- Survey/Legal Description Exhibits of requested abandonments
- Conditionally approved Preliminary Plat and Conditional Approval Letter
- Owner Signature below.

Sincerely,

Austin College (Owner)
Authorized Signatory:



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



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THENCE North 16 degrees 19 minutes 51 seconds West, with the west line of said Austin College tract, the east right-of-way line of said Willow Street, passing a 2 inch pipe found at a distance of 341.65 feet and continuing with said course a total distance of 441.64 feet to a point for corner being the northwest corner of said Austin College tract and a point in the south right-of-way line of College Street (variable width public right-of-way);

THENCE North 73 degrees 59 minutes 59 seconds East, with the north line of said Austin College tract, the south right-of-way line of said College Street, a distance of 118.58 feet to a point for corner, being the POINT OF BEGINNING;

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

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

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

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

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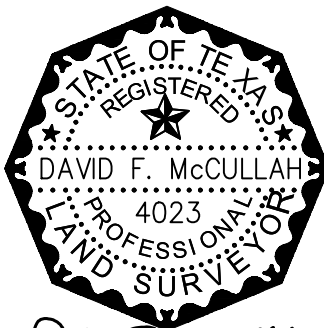
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North 16 degrees 00 minutes 00 seconds West, a distance of 175.00 feet to the POINT OF BEGINNING containing 0.204 acres (8,865 square feet) of land, more or less.

1 OF 2

EXHIBIT "A" ALLEY ABANDONMENT BEING 0.204 ACRES OUT OF THE J.B. MCNAIR SURVEY ABSTRACT NO. 763 CITY OF SHERMAN GRAYSON COUNTY, TEXAS



David F. McCullah
DAVID F. McCULLAH
TEXAS RPLS NO. 4023

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Texas Firm No. 10194631

JOB No. TR-169-26	DRAWN BY: JMR
DATE: 2026-07-21	SCALE: 1"=100'

ORDINANCE NO.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 7. That this Ordinance shall become effective immediately upon its passage and adoption.

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

INTRODUCED on this the ____ day of ____ 2026.

ADOPTED on this the ____ day of ____ 2026.

EFFECTIVE DATE on this the ____ day of ____ 2026.

CITY OF SHERMAN, TEXAS

BY: _____

SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

LAND DESCRIPTION

BEING a 0.204 acre tract of land situated in the J.B. McNair Survey, Abstract Number 763, City of Sherman, Grayson County, Texas, and being a portion of a tract of land described to Austin College, by the Deed recorded in Volume 1878, Page 98, Deed Records of Grayson County, Texas (D.R.G.C.T.), and being more particularly described by metes and bounds as follows:

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

THENCE North 16 degrees 19 minutes 51 seconds West, with the west line of said Austin College tract, the east right-of-way line of said Willow Street, passing a 2 inch pipe found at a distance of 341.65 feet and continuing with said course a total distance of 441.64 feet to a point for corner being the northwest corner of said Austin College tract and a point in the south right-of-way line of College Street (variable width public right-of-way);

THENCE North 73 degrees 59 minutes 59 seconds East, with the north line of said Austin College tract, the south right-of-way line of said College Street, a distance of 118.58 feet to a point for corner, being the POINT OF BEGINNING;

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

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

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

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

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

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

THENCE South 73 degrees 36 minutes 34 seconds West, over, across and upon said first referenced Austin College tract, a distance of 155.13 feet to a point for corner, being the northeast corner of a tract of land described in Deed to Housing Authority of the City of Sherman, Texas "Tract No. 9", recorded in Volume 1166, Page 282, Deed Records of Grayson County, Texas, from which a 1/2 inch iron rod found bears South 15 degrees 45 minutes 44 seconds East, a distance of 120.23 feet;

THENCE departing the north line of said "Tract No. 9" tract, over, across and upon said Austin College tract the following courses and distances;

North 16 degrees 00 minutes 00 seconds West, a distance of 16.10 feet to a point for corner;

North 74 degrees 00 minutes 00 seconds East, a distance of 29.01 feet to a point for corner;

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

North 16 degrees 00 minutes 00 seconds West, a distance of 175.00 feet to the POINT OF BEGINNING containing 0.204 acres (8,865 square feet) of land, more or less.

1 of 2

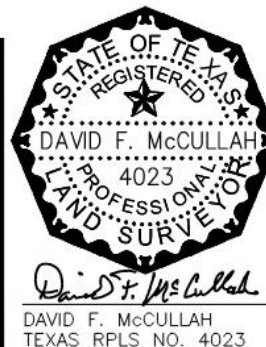
EXHIBIT "A"
ALLEY ABANDONMENT
BEING 0.204 ACRES OUT OF THE
J.B. MCNAIR SURVEY
ABSTRACT NO. 763
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

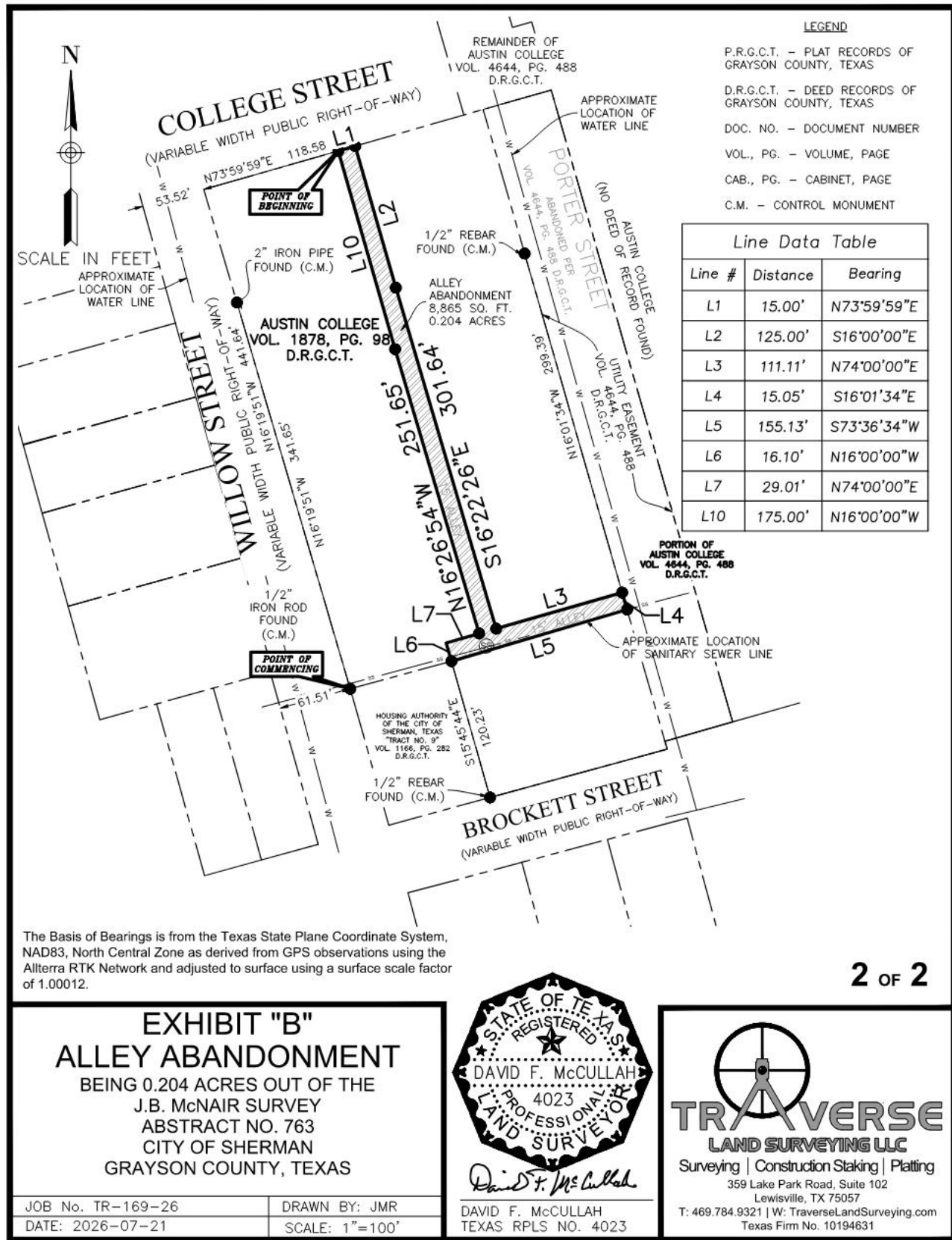
JOB No. TR-169-26

DRAWN BY: JMR

DATE: 2026-07-21

SCALE: 1"=100'







City Council Regular Meeting

Agenda Item No. F.1.

Meeting Date: 8/3/2026

Prepared By: Kim Hobbs, Quality Services Administrative Assistant

Approved By:

Caption:

** Resolution No. 7661*

Awarding a Bid to and Authorizing Execution of a Contract with Bori Facility Services, Inc for Janitorial Cleaning Services at City-Owned Facilities.

Issue:

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

Background:

Invitation for Bid (IFB) was publicly advertised; and eleven (11) vendors submitted bids on June 12, 2026. Of the eleven responses evaluated, Bori Facility Services, Inc. received the highest valuation based on specific criteria detailed in the IFB for an annual total of \$238,389.92.

Capital Improvement Program:

Origination:

Facilities Maintenance

Financial Consideration:

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

Staff Recommendation:

Staff recommends that the City Council award the contract for janitorial cleaning to Bori Facility Services, Inc. for one (1) 12-month period, with up to four (4) optional annual renewals.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7661
2. Bori Facility Agreement
3. CERTIFICATE OF INSURANCE (COI)
4. COI-CITY OF SHERMAN.Auto
5. Form 1295 Certificate 101568344
6. Workers Comp.Biberk

RESOLUTION NO. 7661

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH BORI FACILITY SERVICES, 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 Bori Facility Services, 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 purposes.

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 Bori Facility Services, 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 8th day of August 2026.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
TERI FINE, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

AGREEMENT FOR JANITORIAL SERVICES

The **City of Sherman, Texas**, a home-rule municipality ("City"), and Bori Facility Services, a Inc (LLC, Partnership, etc.) ("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. 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 Vendor Pricing, attached hereto as 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.

Contract Period/Renewal Terms: This is an annual contract beginning August 1, 2026. The City shall allow for an initial annual term of August 1, 2026, to July 31, 2027, and for up to four (4) additional one (1) year renewal options. Renewal options are not guaranteed and are based solely upon the written agreement between both the City and awarded vendor. Either party dissenting will terminate the contract in accordance with its initial specified term.

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.

3. 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. Specifications, attached hereto as Exhibit A
- C. Vendor Pricing, attached hereto as Exhibit B;

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

4. 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.

5. 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 below 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 below.

GENERAL INSURANCE REQUIREMENTS – Items

X_____ 1. Worker’s Compensation & Employers Liability	\$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
X_____ 2. General Liability	Minimum \$1,000,000.00 each occurrence Minimum \$2,000,000.00 in the aggregate
X_____ 3. Automobile Liability	Minimum \$1,000,000.00 each occurrence Minimum \$2,000,000.00 in the aggregate
NO_____ 4. XCU Coverage	Minimum \$1,000,000.00 each occurrence Minimum \$2,000,000.00 in the aggregate
NO_____ 5. Professional Liability	Minimum \$1,000,000.00 each claim Minimum \$2,000,000.00 in the aggregate
X_____ 6. Janitorial Services Bond	An amount of \$50,000.00

7. 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.

8. 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.

9. 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.

10. Insurance company has a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s).

11. The Certificate of Insurance must state the project title.

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).

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.

6. 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 Ownership. 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.

7. 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.

8. 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.

9. 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. The 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. Consideration.

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. Indemnity.

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

22. 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: Bori Facility Services, Inc.
Attn: Tess Song, President
Address: 1620 N IH 35E Hwy, Suite 306
Carrollton, TX
Telephone: 972-655-8968
Facsimile: _____
Email: tess.song@borifacility.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

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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:

Teri Fine, City Clerk

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

Bori Facility Services, Inc.

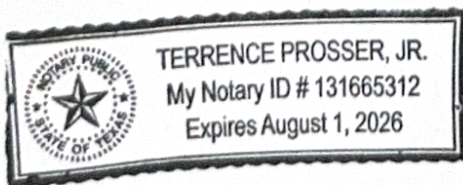
Vendor

By: T. Song
Printed Name: Tess Song
Title: President
Date: 7/14/26

STATE OF TEXAS §
 §
COUNTY OF Dallas §

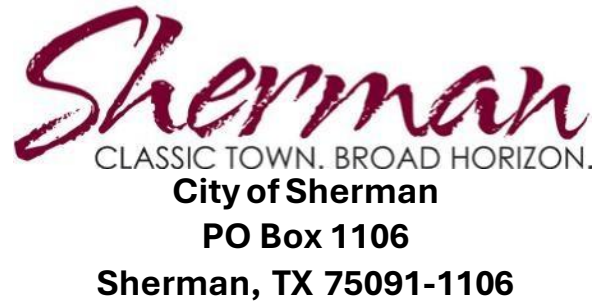
BEFORE ME, the undersigned authority, on this day personally appeared Tess Song known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the President (title) and duly authorized representative for Bori Facility Services, Inc., a 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 15th day of July, 2026



[Signature]
Notary Public in and for the State of Texas
My Commission Expires: 08/01/26

EXHIBIT A



Invitation for Bid

for

**Janitorial Services
MAINT-IFB6002-26**

Estimated Calendar of Events

Advertising	5/16 and 5/23/26
Mandatory Pre-Bid	6/02/26
Mandatory Site Visits	Immediately following Pre Bid
Questions Due	6/05/26 10 AM
Questions Answered	6/08/26 4 PM
Bid Submission Deadline	6/12/26 2 PM
Estimated Council Award	7/06/26
Estimated Contract Start Date	7/13/26

CITY OF SHERMAN, TEXAS

Bidder must submit their bid response utilizing the following:

- 1) Public Purchase at <https://www.publicpurchase.com>
- 2) In person at City Hall, 220 W Mulberry, Sherman, TX 75090 or
- 3) By courier, delivered to 220 W Mulberry, Sherman, TX 75090

Bid responses shall not be submitted by facsimile, email or other type of submission other than the stated deliveries of Public Purchase digital submission, in person, and by courier.

Prices quoted must be held for a minimum of ninety (90) days from date of bid closing. In the case of estimated requirements, the prices shall remain firm during the term of the contract. Discount from list or clauses that are known as "escalator" or "cost-plus" responses shall not be accepted.

In the case of estimated requirements, the quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease, or delete any item or items being furnished while continuing to pay the price quoted regardless of quantity.

Bids must be submitted by units specified, extended and show total. In the event of discrepancies in extension, unit prices shall govern.

F.O.B./Damage: Items shall be bid F.O.B. Destination, delivered to the designated municipal facility and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in the case of damaged goods, shall ship replacement goods immediately upon notification of City staff. Bids subject to unlimited price increases shall not be considered. The City reserves the right to solicit bids for larger projects.

The enclosed INVITATION FOR BID (IFB) and accompanying specifications is for your convenience in bidding for the City of Sherman.

Bids may be submitted as follows:

**City of Sherman
Finance Dept.
P.O. Box 1106
Sherman, TX 75091-1106**

**Electronically at www.publicpurchase.com
By delivery at City Hall, address listed above.**

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Carla Hommel, City Hall, 220 W Mulberry St, Sherman, Texas 75092-1106, until the hour **2:00 PM on the 12th day of June 2026**, at which time bids duly delivered and submitted will be considered.

QUESTION AND ANSWER PERIOD

Questions will be received by email only. All questions MUST be sent to carlah@cityofsherman.com by June 5, 2026, 10 am. Answers will be issued by addendum by June 08, 2026, 4 pm.

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council.

Each bid delivered to the City shall be sealed and clearly marked **Janitorial Services MAINT-IFB6002-26** on the exterior of the bid. Electronic submittals may only be made through Public Purchase at <https://www.publicpurchase.com>. No email or faxed bids will be accepted. Each bid shall be manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.

Please note that all bids must be received at the designated location or through Public Purchase by the deadline shown. Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable. The Opening is scheduled for 2:00 p.m., Friday, June 12, 2026, at which time the sealed bids will be opened.

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

Bidders should carefully examine all terms, conditions, specifications, Evaluation Criteria, supplied agreement, and related documents. Should a bidder find discrepancies in, or omissions from, the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sherman's interpretation shall govern.

Information concerning the bid specifications or bid process/procedures may be submitted in writing to Carla Hommel, Purchasing Agent, at carlah@cityofsherman.com.

Until the final awarding by the City of Sherman, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, and proceed otherwise when the best interests of said City will be realized hereby.

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 service are not approved in the next fiscal year.

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.

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 Bid 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 bid response. ***Changes made without submission of a written request, and approval by the City, will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item EXCEPT for the agreement. Only the awarded respondents shall be required to complete the agreement. 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. A sample agreement is included with the bid packet.

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.

Successful bidder(s) agrees to extend prices to all entities that have entered 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 responding bidders are financially responsible for their own preparation of their bid document response and any/all meetings or appointments associated with this bid. The City does not assume any financial liability in a bidder’s cost for their bid response. 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.

Termination for Default: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the city in the event of breach or default of this contract. The City reserves the right to terminate this contract within ten (10) days in the event

the successful bidder fails to 1) meet delivery schedules or 2) otherwise fails to perform in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award another to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting bidder.

Termination for convenience: The City reserves the right to terminate any resulting contract from this bid for convenience, by supplying the awarded bidder with at least thirty (30) days' notice.

Venue: Bidder shall comply with all Federal and State laws and City ordinances and Codes applicable to the bidders' operation under this contract. These specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Grayson County, Texas, where venue for any proceeding arising hereunder will lie.

The apparent silence of these specifications as to detail or to the apparent omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

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 the 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.

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.
- Response 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 Bid Response 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. Requests 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 Bid for which non-consideration is properly requested may be returned unopened. The Bid 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 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.

BID TERMS

The City of Sherman reserves the right to reject any, or all, bids received because of this IFB. If a bid 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 reading of a company name and/or pricing at bid opening does not constitute acceptance of the bid, nor that the bid is responsive. The review of bids prior to evaluation shall determine whether a bid is responsive.

Bids must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. In the event it becomes necessary to revise any part of the IFB, addenda will be provided. Responses should be prepared simply and economically providing a straightforward, and concise description of the independent contractor's ability to meet the requirements of the IFB.

The price quotations from the contractor stated in this response will not be subject to any price increase from the closing date of this IFB to the mutually agreed date of contract.

The City of Sherman reserves the right to increase or decrease the number of services based upon annual budget constraints with fifteen (15) days' notice.

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 IFB. The bidder agrees to indemnify and hold harmless from any claim involving patent right infringement or copyrights on goods supplied.

CONTRACT

Contract Period/Renewal Terms: This is an annual contract beginning July 13, 2026. The City shall allow for an initial annual term of July 14, 2026, to July 31, 2027, and for up to four (4) additional one (1) year renewal options. Renewal options are not guaranteed and are based solely upon the written agreement between both the City and awarded vendor. Either party dissenting will terminate the contract in accordance with its initial specified term.

EVALUATION PROCESS

All submitted bids will be reviewed by the City of Sherman for compliance with the specified IFB requirements. The selection committee will select which responses meet the requirements and those selected shall receive further evaluation.

Based on the firm's response to the IFB requirements, the selection committee will determine the top firm(s) capable of meeting the needs of the City for such services. The City may invite the top firm(s) for an interview before considering a contract. Once the firm has been selected, the City will submit an agreement to the City Council for approval. The following evaluation criteria will be considered by the selection committee.

BEST VALUE EVALUATION CRITERIA

EVALUATION CRITERIA

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

- 15% Qualifications of key personnel – Cleaning and supervisory staff duly qualified, capable and bondable to fulfill and abide by specifications
- 10% Experience/Prior Performance – Experience in janitorial services, including years and history; prior performance of janitorial services for municipal government is highly desired
- 15% Reference – Respondents shall provide a minimum of three (3) current references of janitorial services agreements covering similar services listed within this bid packet. One will be from a government entity.
- 35% Fee schedule/cost of service
- 25% Project/Service approach-Project Plan

PRE-BID CONFERENCE

A **MANDATORY** Pre-bid Conference will be held at 8 AM, June 2, 2026, in the Administrative Services Conference Room, located at City Hall, 220 W. Mulberry Street, Sherman, Texas 75090. All vendors must attend site visits of all locations to be eligible to place a bid. Site visits will begin after the pre-bid meeting. ****In the event site visits are not completed the day of the pre-bid, site visits will continue the following morning, until complete.**** Site visits are for the purpose of determining the condition of the building and how that relates to location pricing. Pictures will not be allowed except for common areas. Bidders that do not adhere to this request shall be excused from further site visits and not be allowed to bid. It is the vendor's responsibility to get themselves to each location. Each vendor (company) shall sign in for each location-no exceptions. Pre-Bid Attendee List and sign-in sheets will be uploaded as an addendum.

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 providing service to the City of Sherman.

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 based on race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap or age.

OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed because 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 their 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 co-authored 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 are mutually agreed upon by the City and the independent contractor and 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.

SUBCONTRACTING

The City will consider all bid responses; however, it is the preference of the city to award to a company that does not subcontract the janitorial services or its employees for the service requested. The City retains the right to accept or reject a bid that subcontracts the employees or services. Bidders MUST include this information in their response.

CONTRACTUAL REQUIREMENTS

I. INSURANCE

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 ensure 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.

II. **GENERAL INSURANCE REQUIREMENTS – Items 1, 2, 3, 6, 7, 8, 9, 10, 11 REQUIRED**

1. Worker's Compensation & Employers Liability	\$100,000 per injury, \$300,000 per occurrence, \$100,000 per occupational disease.
2. General Liability	Minimum \$1,000,000.00 each occurrence Minimum \$2,000,000.00 in the aggregate
3. Automobile Liability	Minimum \$1,000,000.00 each occurrence Minimum \$2,000,000.00 in the aggregate
4. XCU Coverage	Minimum \$1,000,000.00 each occurrence Minimum \$2,000,000.00 in the aggregate
5. Professional Liability	Minimum \$1,000,000.00 each claim Minimum \$2,000,000.00 in the aggregate
6. Janitorial Service Bond	Minimum \$50,000

7. 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.

8. 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.

9. 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.

10. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

11. The Certificate of Insurance must state the project title.

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).

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.

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 Ownership. 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.

III. **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.

IV. 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. Both parties must consent to the renewal, or no renewal shall be valid.

Equipment, Supplies and Materials

The independent contractor will provide all necessary equipment required to perform the services of this contract. Such equipment shall be listed in the bid response. The contractor is responsible for always keeping the equipment safe and operable.

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 cleaning materials, equipment, labor, 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. SDS sheets shall be submitted with response. 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 and shall be a separate cost. The contractor, his/her supervisor(s) and the City's designated representative will meet prior to the start 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 for the first six (6) months. If performance levels are acceptable, reporting will continue monthly. This QCP is of paramount importance. The contractor's quality control records shall always be available and open for the City's review. Copies of all quality control inspection reports completed by the contractor shall be provided to the City.

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, with a maximum number of hours at forty (40) per week. The City has multiple locations with public access that will require touch-ups periodically during the day. The purpose of the day porter is to enhance certain locations, not fulfill evening shift duties and services. Additionally, the porter must 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 for weekly/monthly inspections.

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 shall correct the discrepancy.

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, 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 require prior approval of the City's designated representative.

Liquidated Damages

Liquidated damages are a contractually agreed-upon, set amount of money that one party must pay to the other if they breach a contract, specifically used when actual damages are difficult to calculate. They

function as a reasonable forecast of compensation for anticipated losses rather than a penalty. Calculated liquidated damages shall be equivalent to one day's invoice total for that location, for each day that services are not up to City standards, per the specifications. In addition to the daily cost, the vendor shall be charged 1% of the monthly location total for administrative costs for each breach violation. If the City needs to engage a separate vendor to complete the awarded vendor's tasks, the City shall charge the awarded vendor any costs above the awarded vendors daily cost for that location. The awarded vendor shall receive notification from the City within 24 hours that Liquidated Damages will be deducted from their monthly invoice for that location. The City will take into consideration the severity of the breach prior to selecting to charge liquidated damages. The City may elect to counsel the vendor prior to charging liquidated damages.

A breach can, and will, consist of the following:

- 1) Failure to complete daily, weekly, monthly, semi-annual and annual tasks for a location such as dusting, mopping, sweeping, changing trash, vacuum service, restroom cleaning, door glass cleaning, interior glass cleaning (partitions, glass room dividers, glass doors), or any other scheduled cleaning that should occur at a location, but does not.

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 quantity of personnel used at each facility.

The contractor shall submit monthly invoices by the 12th day of each month for the prior months' work to the Building Maintenance Division. An email will be provided to the awarded vendor, or if the vendor prefers, a mailing address for sending hard copy invoices.

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 will pro-rate payment per location, otherwise due to the vendor, on account of unsatisfactory performance. Vendor will be notified if this occurs. Review liquidated damages on this page.

V. CLEANING SPECIFICATIONS FOR COMMON AND PUBLIC AREAS

Daily Tasks (all facilities):

- Sweep, pick up and dispose of debris in entry approach areas, including debris in flowerbeds
- Vacuum all entry mats
- Dust mop/damp mop all hard surface flooring (including hallways and restrooms), ensure floor is streak-free and doesn't leave footprints after drying
- Vacuum carpeted traffic (open) areas in all offices; spot treat spills/soiled areas and remove gum
- Damp-wipe and disinfect drinking fountains
- Empty all waste and recycle receptacles into appropriate collection containers, reline if needed
- Clean entry door glass, leaving a streak-free finish; dry frames
- Spot clean doors and walls, including glass doors and walls, as needed
- Damp-wipe all conference tables and countertops
- Wipe down all sinks and countertops using germicide

- Clean break rooms and kitchen:
 - Clean interior and exterior of microwave oven
 - Wipe down exterior of all appliances and vending machines, if equipped
 - Clean coffee station, rinse coffee pots, if equipped
 - Sweep and damp mop flooring
 - Wipe down table(s) and chair(s) using germicide
 - Wipe down sink and all counter tops using germicide
- Clean and disinfect restrooms:
 - Ceramic tile floor – sweep and mop using germicide
 - Wall surfaces – remove spots with germicide
 - Hand sinks – clean with germicide; scour if needed
 - Countertop surfaces – clean with germicide and dry
 - Mirrors – clean with glass cleaner and dry to a streak-free finish
 - Commodes – clean entire fixture using germicide; brush interior and under rim; dry exterior, seat and polish plumbing
 - Urinals – clean entire fixture using germicide; brush interior under flush rim; dry exterior, and polish plumbing
 - Stall partitions – clean using germicide and dry
 - Trash receptacles – empty (reline if soiled) and reposition, damp wipe using germicide
 - Hand soap dispensers – refill, unplug nozzle and clean using germicide
 - Paper towel dispensers – refill, clean using germicide and dry
 - Toilet tissue dispensers – refill, clean using germicide and dry
 - Sanitary napkin receptacle – empty, reline with waxed bag liner, clean interior and exterior using germicide
 - Electric hand dryers – clean using germicide and dry

Weekly Tasks (all facilities):

- Clean both sides of glass entrance doors, including sidelight glass, glass; dry frames
- Dust window ledges; spot clean windows
- Dust/damp wipe file cabinets, wall shelving and bookshelves-**do not wipe down office desks**
- Vacuum all carpeted areas including seating areas, around and under desks, including edge work; perform detail vacuum
- Dust furnishings, wipe down vinyl chairs/seating, spot clean upholstered chairs/seating as needed
- Dust plants and plant containers
- Scrub and rinse restroom flooring

Monthly Tasks (all facilities):

- Clean ceiling fans (if equipped)
- Clean interior and exterior of kitchen and restroom trash receptacles
- Buff appropriate flooring to keep a high gloss shine (vendor will be notified by City which floors require buffing)
- Dust all baseboards, dust wall and ceiling corners to remove any cobwebs and/or bugs
- Thoroughly dust all window blinds
- Dust the tops of office name plate/placard on wall, raised lettering on wall
- Dust wall decorative items such as paintings

- Clean glass partitions, glass doors and glass walls thoroughly, leaving a streak-free surface
- Dust office machines (copiers, fax machines, shredders, etc.)

Twice-Yearly Tasks (all facilities):

- Scrub and rinse hard surface flooring such as ceramic tiles
- Detail edge work on all hard surface flooring, damp clean baseboards
- Strip and re-wax vinyl flooring in the first 6 months; scrub and rinse the following 6 months

Yearly Tasks (all facilities):

- Carpeted areas-thoroughly clean by shampoo/steam method. Areas must be dry by the next business day that foot traffic is expected
- Power wash entry areas to remove accumulated dirt, grime, gum, and other contaminants

VI. 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 provide the total cost per month (additional, daily, weekly, monthly, semi-annual and annual tasks combined).** The costs per location will be used to calculate an overall budgetary total and compare bid responses.

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

Restrooms: 4

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

Square Feet: 14,136 Services will include Council Chambers

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.

Services: All items in section V, pages 14-16, as they pertain to this location, plus:

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

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

Restrooms 4

Services: All items in section V, pages 14-16, as they pertain to this location, plus:

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)
 - Add one (1) additional pressure wash to entry way-total of two (2) times per year
-

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

Restrooms 2

Services: All items in section V, pages 14-16, as they pertain to this location

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

Restrooms 2

Services: All items in section V, pages 14-16, as they pertain to this location

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

Restrooms 5

Services: All items in section V, pages 14-16, as they pertain to this location, plus:

Comments: No cleaning of the kitchen area that is 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. There are an average of 45 events.

WASTEWATER COMPLEX/LABS-4 BUILDINGS

1800 FM 1417

Service Frequency: Lab Building-Monday-Friday, other buildings twice per week- Tuesday and Friday

All locations can be cleaned before 6 am or after 4 pm

Services: All items in section V, pages 14-16, as they pertain to this location, and:

Lab Building

Hours: 8 am – 4 pm

5200 SF

3 Restrooms

Breakroom

Lab floors to be waxed annually

DO NOT CLEAN BLACK COUNTERTOPS

Operations Building

Operating Hours: 24 hours

3375 SF

2 Restrooms

Breakroom

DO NOT CLEAN BLACK COUNTERTOPS

MBR Support Building

Operating Hours: 24 hours

1700 SF

1 Restroom

ONLY HALLWAY, RESTROOM AND OFFICE/CONTROL ROOM

Annex

Operating hours: 6 am – 4 pm

1600 SF

2 Restrooms

Breakroom

MUNICIPAL AIRPORT

1200 S Dewey

Operating Hours: Monday thru Sunday – 9 am to 5 pm Service Frequency: 2 days per week; Tuesday and Thursday

Square Feet: 1,270

Restrooms 2

Services: All items in section V, pages 14-16, as they pertain to this location

COMMUNITY SERVICES BUILDING

317 S Travis

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

Service Frequency: 5 days per week

Square Feet: 9,153

Restrooms 4

Shower/Locker Room-clean once per month

3,501/Non-carpeted steps: 68 (1'x1'x4')

Services: All items in section V, pages 14-16, as they pertain to this location

MUNICIPAL BUILDING & KIDD KEY AUDITORIUM

405 N Rusk

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

Service Frequency: 5 days per week

Court Offices/Court Room

Utility Billing

Computer Training Room

Ball Room

Restrooms

Services: All items in section V, pages 14-16, as they pertain to this location, plus:

Square Feet: See breakdown below:

- Office space sq. ft.: 6,123
- Ballroom sq. ft.: 5,000
- Halls & stair landings sq. ft.: 2,976
- Computer Training room 3rd Floor (Carpeted: 494 sq. ft.)
- Court & Jury Rooms (Carpeted: 1,078 sq. ft.)
- All three flights of stairways on North and South

Additional Cleaning Tasks:

- Daily – Elevators vacuumed and wiped down, leave streak free surfaces, remove debris/trash (both carpeted)

- Weekly – Dust mop 2nd floor Key-Key stage (wood)
- Quarterly – Hall, landings & entry way floors polished
- Quarterly – dust auditorium seating
- Twice Yearly – Steam clean auditorium carpets
- Twice Yearly – Power wash entry areas, including steps at entrance
- Vinyl flooring in hallways, entrances, stairway landings are stripped and waxed per yearly cleaning tasks. These locations will be polished as per the quarterly task for this location
- Auditorium: vacuum aisles once per month, dust mop under seating once per month

TAYLOR STREET GYM

1121 W Taylor

Operating Hours: Monday thru Friday – 9:00 am to 9:00 pm;

Service Frequency: 2 days per week (must be after 9pm closing) on Tuesday and Friday

Square Feet: 8,150

Restrooms 2

Services: All items in section V, pages 14-16, as they pertain to this location, plus:

Additional Tasks:

- Weekly – Dust mop gym floor once per week
 - Weekly – Damp mop once per week
-

UTILITIES

805 S East St

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

Service Frequency: Tuesday and Thursday

Square Feet: 2,094

Restrooms: 1

Services: All items in section V, pages 14-16, as they pertain to this location

WEST HILL CEMETERY OFFICE

1304 W LAMAR

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

Service Frequency: 5 days per week

Square Feet: 4,000

Restrooms 2

Services: All items in section V, pages 14-16, as they pertain to this location

Additional Tasks:

Stained concrete must be buffed monthly, per the specifications

EQUIPMENT SERVICES BUILDING

100 S RUSK

Operating Hours: Monday thru Friday – 7 am to 5 pm Service Frequency: 5 days per week (Must be done during working hours)

Square Feet: 2,958

Restrooms 3

Services: All items in section V, pages 14-16, as they pertain to this location

VEHICLE SERVICE CENTER RESTROOMS ONLY

815 SE E Street

Operating Hours: Monday – Friday 7am-5pm Service Frequency: 5 days a week

Square Feet: 270

Services: All items in section V, pages 14-16, as they pertain to this location

SOLID WASTE RECYCLING

811 South East Street

Operation Hours: Monday – Friday 5am – 5pm

Service Frequency: 5 days per week

Square Footage: 2500

Restrooms 2

Services: All items in section V, pages 14-16, as they pertain to this location

STREET DEPARTMENT

800 East Street

Operation Hours: Monday – Friday 8am-5pm

Service Frequency: 2 days per week, Tuesday & Thursday

Square Footage: 2000

Restrooms 1

Services: All items in section V, pages 14-16, as they pertain to this location

SIGN SHOP

803 S East Street

Operation Hours: Monday – Friday 8am- 5pm Service Frequency: 1 day per week on Wednesday Square Footage: 206

Restrooms 1

Services: All items in section V, pages 14-16, as they pertain to this location

FACILITY SERVICES SHOP

1003 N. Wharton

Operating Hours: Monday thru Friday – 8am-5pm Service Frequency: 5 days per week

Square Footage: 573

Restrooms 3

Services: All items in section V, pages 14-16, as they pertain to this location

TOURIST CENTER

100 N Travis

Operating Hours:

Service Frequency:

Square Footage: 1000

Restrooms 1

Services: All items in section V, pages 14-16, as they pertain to this location

WATER PLANT SERVICES LA CIMA

243 La Cima Rd

Administration Building

Operating Hours: M-F 8:00 am – 5:00 pm

Service Frequency: Twice per week, Sunday and Thursday

Square Footage: 1,900

Restrooms 2

Operator Staff-on location 24/7

DO NOT CLEAN LAB COUNTERTOPS

Membrane Building

Restroom and Locker Room only

Service Frequency: Twice per week, Sunday and Thursday

DO NOT CLEAN SHOWERS

Services: All items in section V, pages 14-16, as they pertain to this location

WATER QUALITY SERVICES UNDER CONSTRUCTION****

219 W Pecan St

Operating Hours: 8:00 am – 5:00 pm

Service Frequency: One time per week, Wednesday

Square Footage: 2008

Restrooms 2

DO NOT CLEAN KITCHEN/LAB

Services: All items in section V, pages 14-16, as they pertain to this location

VII. **PROJECT PLAN AND EVALUATION CRITERIA**

Each respondent will provide a Project/Service approach that includes elements from the Evaluation Criteria. **This document shall not be more than ten (10) pages**

Within your plan, you will provide the following:

- a) Brief history of your company, which includes length of time in business, number of employees on your staff, current/pending contracts for Janitorial Services you currently have, and why you believe the City of Sherman should choose your company
- b) Who the key personnel are that will be over this contract if you are awarded along with their qualifications. Please include the supervisor that would be over the contract and their qualifications. Include how many staff members you will have dedicated to this contract, if awarded to you.
- c) Include three references for similar services, with at least one being a government entity. Please include the company name, the person to contact, address, phone number and email address, length of time you have provided services to that company
- d) Finally, in your project plan/service approach, describe how you will begin working with the City. Describe who will be involved with the onboarding process and what their role will be. Describe how many employees will be dedicated to serving this contract daily. Names are not required currently. Describe who will be responsible for picking up supplies at the City location and how you will ensure product is not wasted or used inappropriately. Please describe how you will handle the following scenarios:
 - i) You are short two staff members to provide cleaning services for the day
 - ii) Your Day Porter doesn't come in that day
 - iii) You receive additional requests from a city staff member outside of the scope of work
 - iv) You received notification that a location was not cleaned per the standards set forth in the specifications
- e) As the City does wish to continue services with a vendor for the entire five (5) year term, please provide price escalation (if any) per additional year. We would like to see what the potential cost would be over the life of the contract.
- f) The following documents shall be included with your paper response if you do not choose to submit electronically. They do not count towards the ten (10) page limit
 - i) Bid Worksheet
 - ii) Bid Response Form
 - iii) CIQ Form
 - iv) Verifications Form
 - v) Insurance acknowledgement
 - vi) Proof of Janitorial Bond or proof of bonding capability

****Include your Project Plan (ten page maximum) and the listed items in this section (i-vi) if you choose to submit a paper bid. If you choose to submit electronically, these items will be uploaded to Public Purchase except for the Bid Worksheet. The Bid Worksheet is included within the bid through Public Purchase.**
- g) Tips for a successful pre-bid experience:
 - i) Come prepared to spend the day. The pre-bid meeting will last about an hour. Immediately after the pre-bid meeting, site visits will begin. It is your responsibility to get to each location on time. You will be required to sign in at

each location. The City will be able to verify the companies that have completed all site visits with the sign-in sheets. Only those that have attended the pre-bid meeting and all locations of the site visits are qualified to submit a bid response

- ii) Site visits are for your convenience. This allows you the opportunity to see the condition of each location. Pictures will only be allowed in public areas. No pictures will be allowed at the Library if the public is present. Be conscious of any citizens and/or city employees if pictures are taken. They have not provided consent to have their picture taken.
- iii) Take notes.
- iv) Any square footage provided is a “best estimate” by the City.
- v) Hold your questions unless there is pertinent information required that was not provided in the specifications. Questions about how many restrooms, is this floor required to be buffed, or ones that mirror this, are already discussed in the specifications. Send all questions in writing to carlah@cityofsherman.com. No questions will be answered by phone or in person. All written questions will be answered by addendum.

(Remainder of page intentionally left blank)

BID WORKSHEET
Return with paper bid

LOCATION	MONTHLY COST	ANNUAL COST
City Hall		
Library		
Parks/Recreation Activity Center		
Glennie O'Ham Center		
Senior Citizen Center		
Wastewater Complex		
Municipal Airport		
Community Service Building		
Municipal Building		
Taylor Street Gym		
Utilities		
West Hill Cemetery Office		
Equipment Services		
Vehicle Service Center		
Solid Waste Recycling		
Street Department		
Sign Shop		
Facilities Service Shop		
Tourist Center		
Water Plant at La Cima		
Water Quality Services		
Day Porter		
Initial Cleaning for all locations	ONE TIME COST	
	Annual Total:	\$

BID RESPONSE
Return with paper bid

The preceding IFB is made for furnishing the Janitorial Services for the city of Sherman, Texas.

The undersigned declares that the amount and nature of the 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 regarding 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.

AUTHORIZED SIGNATURE

Signature and Date

Company Name

Printed Name

Company Address

Title

City, State, Zip Code

Telephone Number

Fax Number (if applicable)

Email address

Cell Phone Number

EXHIBIT B



Proposal for Janitorial Services
City of Sherman, Texas
MAINT-IFB6002-26

Submitted To: City of Sherman Finance
Department
Attn: Carla Hommel
220 W Mulberry, Sherman, TX
75090

Submitted By: Bori Facility Services, Inc.
1620 N IH 35E Hwy, Suite 306
Carrollton, TX 75006

Contact: Tess Song, President
972-655-8968 |
tess.song@borifacility.com

Date Submitted: June 12, 2026

Bid Reference: MAINT-IFB6002-26

Contract Period: July 13, 2026 – July 31, 2027
(initial term)

CITY OF SHERMAN, TEXAS

Janitorial Services

MAINT-IFB6002-26

BID WORKSHEET

Return with paper bid

LOCATION	MONTHLY COST	ANNUAL COST
City Hall	\$1,442.06	\$17,304.72
Library	\$2,053.22	\$24,638.64
Parks/Recreation Activity Center	\$576.32	\$6,915.84
Glennie O'Ham Center	\$569.52	\$6,834.24
Senior Citizen Center	\$1,152.75	\$13,833.00
Wastewater Complex	\$1,093.40	\$13,120.80
Municipal Airport	\$227.92	\$2,735.04
Community Service Building	\$1,170.43	\$14,045.16
Municipal Building	\$2,311.88	\$27,742.56
Taylor Street Gym	\$517.55	\$6,210.60
Utilities	\$236.98	\$2,843.76
West Hill Cemetery Office	\$578.87	\$6,946.44
Equipment Services	\$567.41	\$6,808.92
Vehicle Service Center	\$270.41	\$3,244.92
Solid Waste Recycling	\$562.37	\$6,748.44
Street Department	\$235.95	\$2,831.40
Sign Shop	\$55.75	\$669.00
Facilities Service Shop	\$541.18	\$6,494.16
Tourist Center	\$545.87	\$6,550.44
Water Plant at La Cima	\$448.80	\$5,385.60
Water Quality Services	\$129.06	\$1,548.72
Day Porter	\$4,286.46	\$51,437.52
Initial Cleaning for all locations	ONE TIME COST	\$3,500.00
Annual Total:		\$238,389.92

All prices are firm for a minimum of ninety (90) days from bid closing date of June 12, 2026.

238,389.92
C. Hamel



Outlook

Re: City of Sherman

From Tess Song <tess.song@borifacility.com>

Date Mon 7/13/2026 10:25 AM

To Hommel, Carla <carlah@cityofsherman.com>

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

Good morning Carla,

Hope you had a good weekend! I took a look at your calculations, and everything looks good to me.

Best,

Tess Song / CEO

Bori Facility Services, Inc.

1620 N IH 35E Hwy, Suite 306

Carrollton, TX 75006

T: (469)-289-0725 C: (972)-655-8968

From: Hommel, Carla <carlah@cityofsherman.com>

Sent: Monday, July 13, 2026 9:53 AM

To: Tess Song <tess.song@borifacility.com>

Subject: City of Sherman

Good morning Tess,

Please review the attached cost sheet. There may have been a formatting issue when you added up the final cost. The change equates to -.32 difference.

Will you please review and let me know if you accept my calculations?

Regards,

Carla Hommel

Purchasing Agent

CPPB, CTCM, CTCD - City of Sherman

PO Box 1106, Sherman, TX 75091-1106

Phone 903-487-5976



City of Sherman Verifications and Certifications Required by Law

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

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and

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

I, Tess Sung, the undersigned representative of Bori Facility being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2271, as amended:

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

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

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

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

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

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

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

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

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

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

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

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

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

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

1. "Discriminate against a firearm entity or firearm trade association"

a. means, with respect to the entity or association, to:

i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

b. does not include:

i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;

ii. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association; and

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

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

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

SENATE BILL 2116 – CHAPTER 2274 VERIFICATION

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

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

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

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

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

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

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

Signature Page to Follow

BID RESPONSE
Return with paper bid

The preceding IFB is made for furnishing the Janitorial Services for the city of Sherman, Texas.

The undersigned declares that the amount and nature of the 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 regarding 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.

AUTHORIZED SIGNATURE

 6/11/20 BORI FACILITY SERVICES
Signature and Date Company Name

Tess Song 1620 N IH 35E HWY #306
Printed Name Company Address

President CARROLLTON, TX 75006
Title City, State, Zip Code

972-655-0968 _____
Telephone Number Fax Number (if applicable)

tess.song@borifacility.com
Email address

T. Song

Signature of Company Representative

6/11/20

Date

President

Position/Title

THE STATE OF

Texas

COUNTY OF

Dallas

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

Tess Song

on

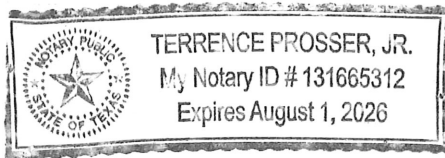
behalf

of

Beri Facility

(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 11th day of June 2020



[Signature]
NOTARY PUBLIC IN AND

FOR THE STATE OF

Texas

**AFFIDAVIT OF
OWNERSHIP OR CONTROL**

Orig. Dept.: _____

File/I.D. No.: _____

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

Document 00455

AFFIDAVIT OF OWNERSHIP OR CONTROL

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

Tess Song (Full Name, hereafter "Affiant"),
President (state title/capacity with Contracting Entity) of
Bori Family Services, Inc. (Contracting Entity's Corporate/Legal Name)
("Contracting Entity"), who being by me duly sworn on oath stated as follows:

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

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

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

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

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

FOR PROFIT ENTITY:

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

NON-PROFIT ENTITY:

- ☐ NON-PROFIT CORPORATION
- ☐ UNINCORPORATED ASSOCIATION

**AFFIDAVIT OF
OWNERSHIP OR CONTROL**

Orig. Dept.: _____

File/I.D. No.: _____

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

Contracting Entity

Name: Tess Song / Bori Family
Business Address (No./Street) 1620 N IH 35E HWY #306
(City/State/Zip Code) CARROLLTON, TX 75006
Telephone Number (972) 655-8968
Email Address (optional) _____
Residence Address (No./Street) _____
(City/State/Zip Code) _____
Telephone Number () _____
Email Address (optional) _____

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

Name: Tess Song
Business Address (No./Street) _____
(City/State/Zip Code) _____
Telephone Number () _____
Email Address (optional) _____
Residence Address (No./Street) 1746 VISTA PARK LN
(City/State/Zip Code) LEWISVILLE, TX 75067
Telephone Number (972) 655-8968
Email Address (optional) _____

6. Optional Information

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

Orig. Dept.: _____

File/I.D. No.: _____

**AFFIDAVIT OF
OWNERSHIP OR CONTROL**

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

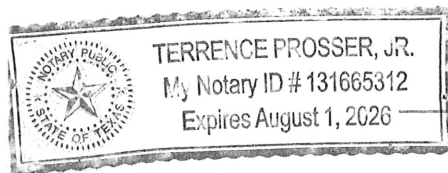
Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information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

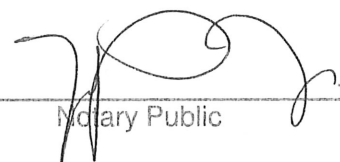


Affiant

SWORN TO AND SUBSCRIBED before me this 11th day of June, 2026.

(Seal)





Notary Public

NOTE:

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

END OF DOCUMENT

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

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 Tess Sang
Name of signatory

J. Sang
Signature

6/12/20
Date



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

July 14, 2026

City of Sherman
PO BOX 1106
SHERMAN TX 75091-1106

Account Information:

Policy Holder Details :	Bori Facility Services Inc
-------------------------	----------------------------



Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team

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 GEICO INSURANCE AGENCY LLC 76251076 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME:	
	PHONE (866) 467-8730 (A/C, No, Ext):	FAX (A/C, No):
INSURED Bori Facility Services Inc E HWY 1620 N IH 35 CARROLLTON TX 75006	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC#	
	INSURER A : Hartford Underwriters Insurance Company 30104	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

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	X	X	76 SBU BH1J5E	06/18/2026	06/18/2027	EACH OCCURRENCE	\$ \$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$1,000,000
	☒ General Liability						MED EXP (Any one person)	\$ \$10,000
							PERSONAL & ADV INJURY	\$ \$1,000,000
							GENERAL AGGREGATE	\$ \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ \$2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC							\$
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB	X		76 SBU BH1J5E	06/18/2026	06/18/2027	EACH OCCURRENCE	\$ \$1,000,000
	☐ CLAIMS-MADE						AGGREGATE	\$ \$1,000,000
	DED ☐ RETENTION \$ 10,000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☐ N						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Data Breach - Defense & Liab Covg			76 SBU BH1J5E	06/18/2026	06/18/2027	Limit	\$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Sherman its officers, agents, representatives & employees, but only as required by a valid written contract, agreement, or permit is an additional insured as provided by Blanket Additional Insured By Contract Endorsement, Form SL 30 32 attached to this policy. The Umbrella Liability Supplemental Policy includes Blanket Additional Insured by Contract - Umbrella Endorsement SU 00 02.

CERTIFICATE HOLDER

City of Sherman
PO BOX 1106
SHERMAN TX 75091-1106

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

Susan L. Castaneda

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY GEICO INSURANCE AGENCY LLC		NAMED INSURED BORI FACILITY SERVICES INC E HWY 1620 N IH 35 CARROLLTON TX 75006	
POLICY NUMBER SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25	
CARRIER SEE ACORD 25	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM****FORM NUMBER:** ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Notice of Cancellation will be provided in accordance with Form SL9013, attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SL 00 00, attached to this policy. Coverage is primary and noncontributory per the Business Liability Coverage Form SL 00 00, attached to this policy.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/14/2026

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 GEICO One GEICO Blvd. Fredericksburg, VA 22412	CONTACT NAME: GEICO PHONE (A/C, No, Ext): 1-866-509-9444 E-MAIL ADDRESS: R1COMMEND@GEICO.COM	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : GEICO County Mutual Insurance Company		29181
INSURED BORI FACILITY SERVICES INC 1620 N INTERSTATE 35E SUITE 306 CARROLLTON, TX 75006	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	X	X	9300056089-04	06/18/2026	12/18/2026	BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR ☐ CLAIMS-MADE						\$
	DED ☐ RETENTION \$						\$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N ☐ N / A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Additional Remarks Schedule (ACORD101)

CERTIFICATE HOLDER**CANCELLATION**COI FOR CITY OF SHERMAN-Janitorial Services MAINT-IFB6002-26
PO Box 1106
Sherman, TX 75091

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC#: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY GEICO		NAMED INSURED	
POLICY NUMBER 9300056089		BORI FACILITY SERVICES INC	
CARRIER GEICO County Mutual Insurance Company	NAIC CODE 29181	EFFECTIVE DATE: 06/18/2026	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD25 FORM TITLE: CERTIFICATE OF INSURANCE**

2022 MERCEDES BENZ E CLASS W1KZF5KB6NB039839

COI FOR CITY OF SHERMAN-Janitorial Services MAINT-IFB6002-26, IT'S OFFICERS, AGENTS, MEMBERS ARE NAMED AS ADDITIONAL INSURED WITH WAIVER OF SUBROGATION. THE TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US CONDITION DOES NOT APPLY TO THE PERSONS OR ORGANIZATIONS SHOWN ABOVE.
WE WILL ENDEAVOR TO PROVIDE 30 DAYS WRITTEN NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER OR 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM. HOWEVER, FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. COVERAGE IS PRIMARY AND NON-CONTRIBUTORY

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

City of Sherman
Sherman, TX United States

Certificate Number:
2026-1489002

Date Filed:
07/14/2026

Date Acknowledged:

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

City of Sherman

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

MAINT-IFB6002-26
Janitorial Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Song, Tess	Lewisville, TX United States	X	

5 Check only if there is NO Interested Party.

☐

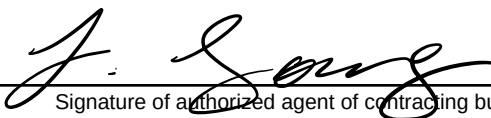
6 UNSWORN DECLARATION

My name is Tess Song, and my date of birth is 04/06/1999.

My address is 2746 Vista Park Ln, Lewisville, TX, 75067, USA.
(city) (state) (zip code) (country)

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

Executed in Denton County, State of Texas, on the 15 day of July, 2026.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Bori Facility Services Inc
1620 N Interstate 35E Ste 306
Carrollton, TX 75006



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/29/2026

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.

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PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME:	
	PHONE (A/C, No, Ext): 844-472-0967	FAX (A/C, No): 203-654-3613
INSURED Bori Facility Services Inc 1620 N Interstate 35E Ste 306 Carrollton, TX 75006	E-MAIL ADDRESS: customerservice@biBERK.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Wellfleet Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		
NAIC # 32280		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

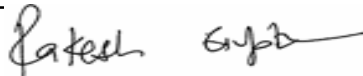
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 0
	CLAIMS-MADE ☐ OCCUR ☐						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0
							MED EXP (Any one person) \$ 0
							PERSONAL & ADV INJURY \$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 0
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 0
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR ☐						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE ☐						AGGREGATE \$
	DED ☐ RETENTION \$ ☐						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			N9WC604735	06/18/2026	06/18/2027	X PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☒	N/A				E.L. EACH ACCIDENT \$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$100,000
							E.L. DISEASE - POLICY LIMIT \$500,000
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Exclusions: Tess Song;

CERTIFICATE HOLDER CANCELLATION

Bori Facility Services Inc 1620 N Interstate 35E Ste 306 Carrollton, TX 75006	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 

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SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F.2.

Meeting Date: 8/3/2026

Prepared By: Amber Doan, Engineering Coordinator

Approved By:

Caption:

** Resolution No. 7662*

Authorizing The Execution Of An Encroachment Agreement With MTR Frontera, LLC For The Encroachment Of A Monument Sign Within The Platted 15' Utility Easement Along Lamar Street (State Highway 56) As Established In The Frontera Plat Being Filed In Instrument No. 2025-198 Of The Plat Records Of Grayson County, Texas.

Issue:

To consider executing an encroachment agreement relating to a platted 15' Utility Easement along Lamar Street (State Highway 56) in Frontera final plat, City of Sherman, Grayson County, Texas

Background:

The Frontera plat established a 15' Utility Easement along Lamar Street (State Highway 56). The owners of the development are requesting an Encroachment Agreement to place their monument sign within the 15' Utility Easement by a maximum of 10-feet for sight visibility from the roadway. The Sign Ordinance located in Code of Ordinances Chapter 14.07.008 states monument signs may be placed within an Easement no closer to the right of way line than 5-feet as long as the Encroachment Agreement is approved by City Council. This request is to satisfy that requirement and allow the developer to place their sign 5-feet off of the right of way line.

Capital Improvement Program:

N/A

Origination:

MTR Frontera, LLC, property owner

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. Resolution No. 7662
2. 02.Partially Signed Agmt_07162026
3. 03.Encroachment Agreement request
4. 04.Filed Plat
5. 05.Location Map

RESOLUTION NO. 7662

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT TO MTR FRONTERA, LLC FOR THE ENCROACHMENT OF A MONUMENT SIGN WITHIN THE PLATTED 15' UTILITY EASEMENT ALONG LAMAR STREET (STATE HIGHWAY 56) AS ESTABLISHED IN THE FRONTERA PLAT BEING FILED IN INSTRUMENT NO. 2025-198 OF THE PLAT RECORDS OF GRAYSON COUNTY, IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an encroachment agreement for the encroachment for a Monument Sign within the platted 15' Utility Easement along Lamar Street (State Highway 56) in the Frontera plat, being filed in Instrument No. 2025-198 of the Plat Records of Grayson County, in the City of Sherman, as shown on the Exhibit "A" attached hereto and incorporated herein for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TX on this the 8th day of August 2026.

CITY OF SHERMAN, TEXAS

**BY: _____
SHAWN TEAMANN, MAYOR**

ATTEST:

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

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

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

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 MTR FRONTERA, LLC ("Licensee"). City and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City and any Franchise Utility Company (each a "Franchisee") have existing rights in certain real property by virtue of that certain Plat of the Frontera ("Plat"), filed in Instrument No. 2025-198, Plat Records, Grayson County, Texas. The Plat, which more particularly describes and depicts a 15-foot Utility Easement ("Property"), is incorporated herein by reference for all purposes; and

WHEREAS, Licensee desires to operate, repair and maintain a Monument Sign ("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 10-feet into the boundaries of the Property; and

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

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

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

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

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

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

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

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

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

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

8. No "Permit." NOTHING CONTAINED IN THIS AGREEMENT SHALL CONSTITUTE A "PERMIT" AS DEFINED IN CHAPTER 245, TEX. LOC.

GOV'T CODE, AND NOTHING IN THIS AGREEMENT SHALL BE CONSIDERED TO PROVIDE THE CITY WITH FAIR NOTICE OF A PROJECT. LICENSEE WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEX. LOC. GOV'T CODE BASED ON THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9. Default/Remedies. If Licensee, its employees, agents, representatives, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, defaults under any of the terms and conditions of this Agreement and such default continues for a period of five (5) days after City or Franchisee notifies Licensee of such default in writing, City or Franchisee may, at its sole election and in addition to any other remedies it may exercise, terminate this Agreement, and upon such termination, all of Licensee's rights hereunder shall cease and terminate. This Agreement shall also terminate upon Licensee's abandonment of the Encroaching Facility.
10. Miscellaneous Provisions.
- a. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the Parties shall be as follows:

If to City, addressed to it at:

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

with a copy to:

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

If to Licensee, addressed to it at:
MTR Frontera, LLC
Attn: Tracey Gamble
2111 E. Highland Ave., Ste. B145
Phoenix, AZ 85016

- 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.

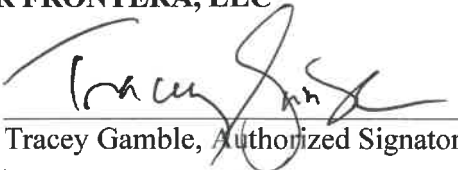
CITY:

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager
Date: _____

LICENSEE:

MTR FRONTERA, LLC

By:  _____
Tracey Gamble, Authorized Signatory
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

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

STATE OF New York §
 §
COUNTY OF New York §

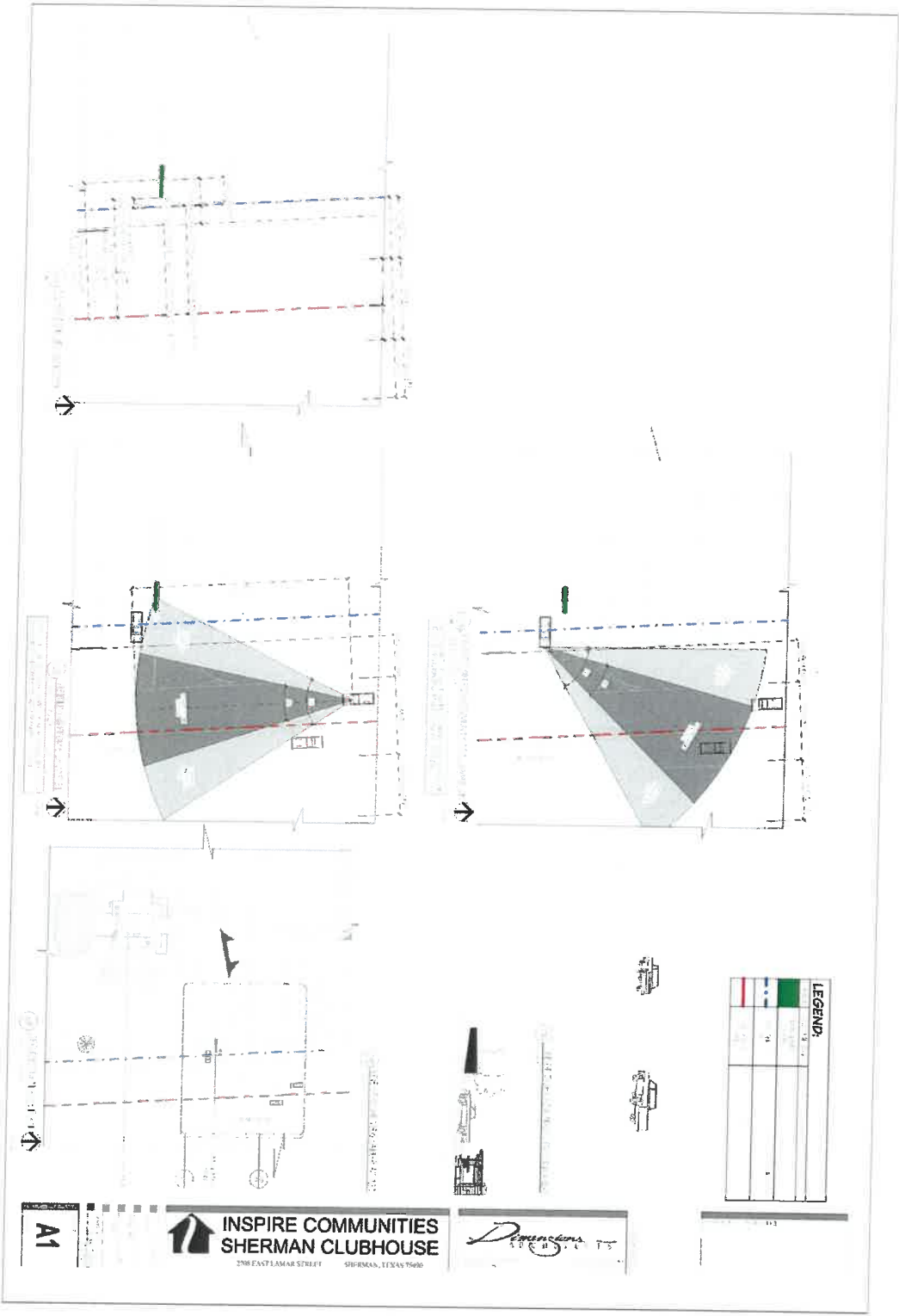
BEFORE ME, the undersigned authority, on this day personally appeared Tracey Gamble known to me to be the person whose name is subscribed to the foregoing instrument, and that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15 day of July, 2026

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

Gina Kim
Notary Public, State of New York
Reg. No. 01KI6398677
Qualified in New York County
Commission Expires 10/07/2027

EXHIBIT "A"



5/8/2026

City of Sherman Engineering
317 S Travis Street
Sherman, Tx 75090

RE: Request for Encroachment Approval
2708 E. Lamar Street / 472209

To Whom It May Concern:

Please accept this letter as a formal request for approval of an encroachment by a proposed entrance monument into an existing easement located on the property identified below.

Property Address / Property ID Number: 2708 E. Lamar Street / 472209

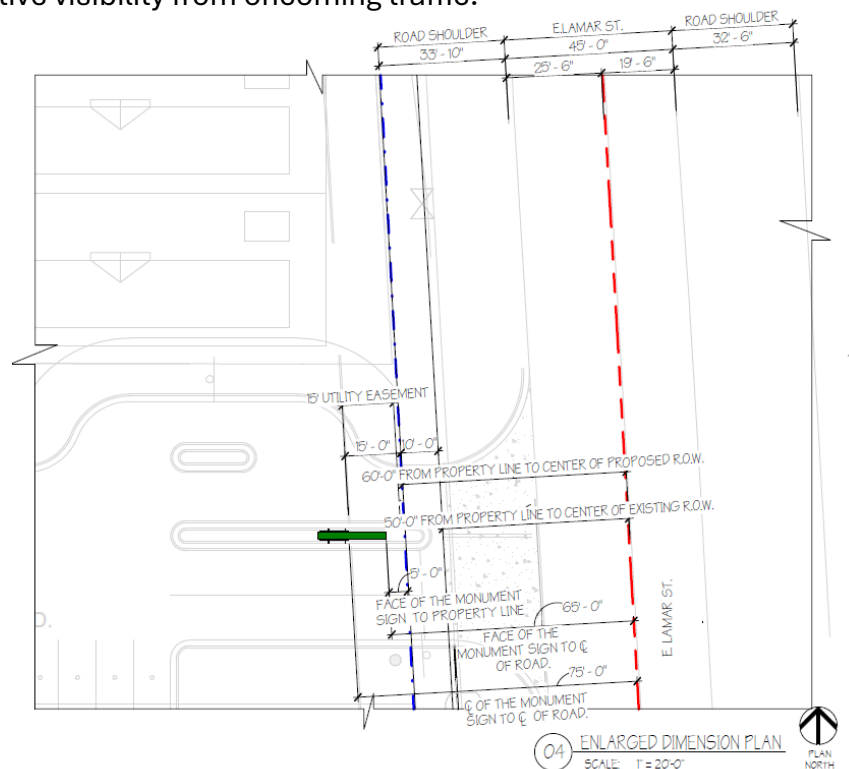
Property Owner Information:

MTR Frontera, LLC

2111 E. Highland Ave., Suite B145

Phoenix, Az 85016

Reason for Encroachment Request: The encroachment is due to the placement of our entrance sign monument in the existing roadway entrance median. The monument is placed 5' back from the Property Line/ROW and the existing easement is 15' back of the ROW. Placing the monument further back into the site away from the roadway edge will result in negative visibility from oncoming traffic.



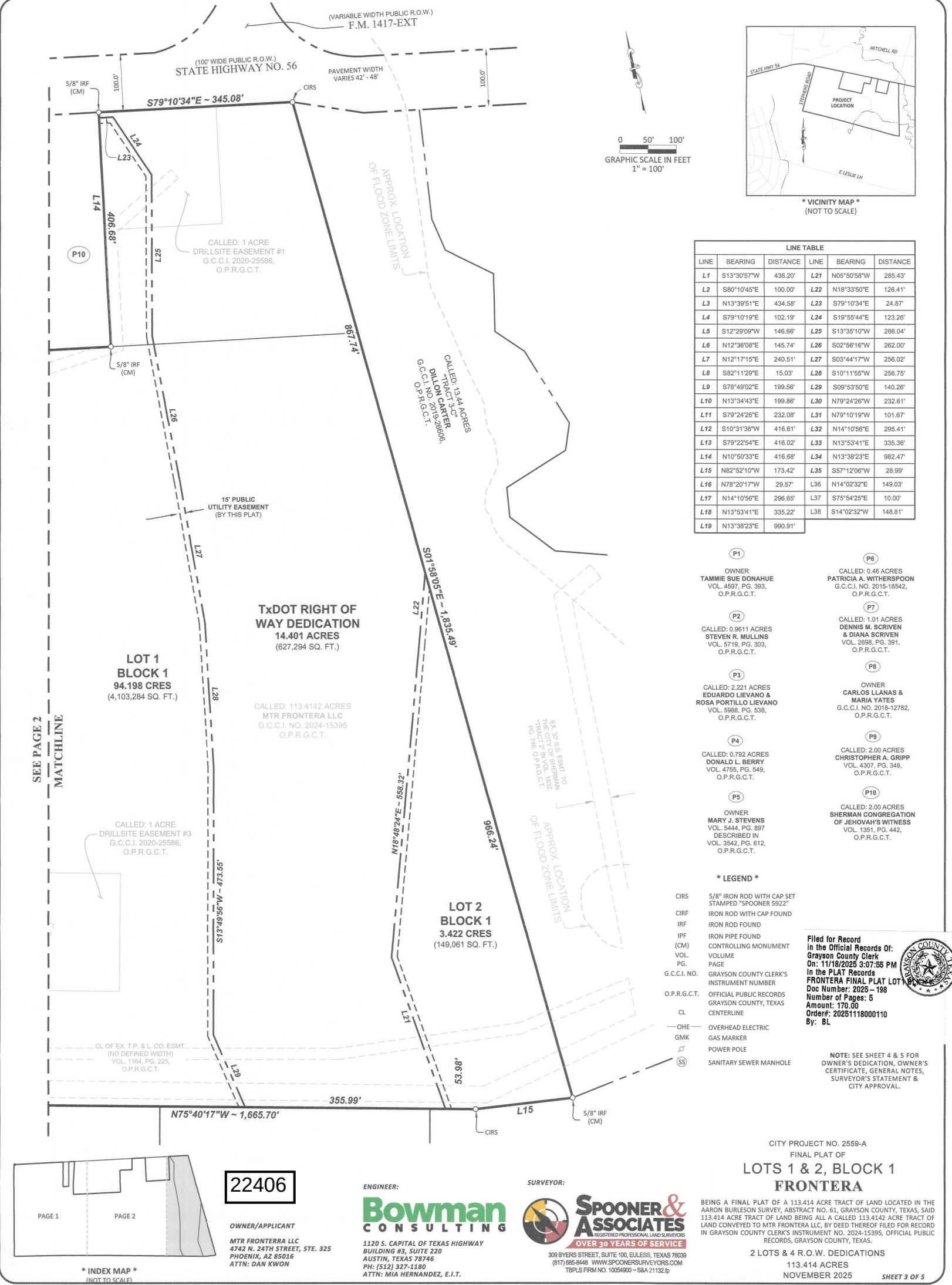
Maximum Encroachment into Easement: The maximum proposed encroachment into the easement is 10 linear feet and 13.56 square feet (9'-8" x 1'-4") + (4" x 2')

Signor's Information: Tracey Gamble and her title is Authorized Signatory.

Please let me know if there are any questions or additional information, exhibits, surveys, etc. needed to complete this request.

Sincerely,

Daniel Hemken, PE



*** OWNER'S CERTIFICATION ***

STATE OF TEXAS §
COUNTY OF GRAYSON §

WHEREAS, FRONTERA MHC, LLC, is the sole owner of a 113.414 acre tract of land located in the Aaron Burleson Survey, Abstract No. 61, Grayson County, Texas, said 113.414 acre tract of land being all of a called "113.4142 acre tract of land MTR FRONTERA LLC, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2021-3854, Official Public Records, Grayson County, Texas (O.P.R.G.C.T.), said 113.414 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found (Controlling Monument) at the most westerly northwest property corner of the said 113.4142 acre tract, same being a northeast property corner of a called 13.936 acre tract of land conveyed to Oscar Martinez, by deed thereof filed for record in Volume 5416, Page 169, O.P.R.G.C.T., and being on the south right-of-way line of State Highway No. 56 (being a variable width public right-of-way also known as East Lamar Street);

THENCE South 79°14'12" East, along a north property line of said 113.414 acre tract the said south right-of-way line, a distance of 875.39 feet to a 5/8 inch iron rod with a cap stamped "PLS" found (Controlling Monument) at a northeast property corner of the said 113.4142 acre tract, same being the northwest property corner of that certain tract of land conveyed to Tammie Sue Donahue, by deed thereof filed for record in Volume 4597, Page 393, O.P.R.G.C.T.;

THENCE departing the said right-of-way line, and along the common property line of said 113.4142 and the said Donahue tract the following courses and distances:

South 13°30'57" West, a distance of 436.20 feet to a 5/8 inch iron rod with a cap stamped "SPOONER 5922" set (hereinafter referred to as an iron rod set);

South 80°10'45" East, a distance of 100.00 feet to an iron rod set;

North 13°39'51" East, a distance of 434.58 feet to a 5/8 inch iron rod found at a northwest property corner of the said 113.4142 acre tract, same being the northeast property corner of the said Donahue tract, and being on the said south right-of-way line;

THENCE South 79°10'19" East, along a north property line of said 113.4142 acre tract and along the said south right-of-way line, a distance of 102.19 feet to a 1/2 inch iron rod found (Controlling Monument) at the most northerly northeast property corner of the said 113.4142 acre tract, same being the northwest property corner of a called 0.8611 acre tract of land conveyed to Steven R. Mullins, by deed thereof filed for record in Volume 5719, Page 303, O.P.R.G.C.T.;

THENCE South 16°36'49" West, departing the said right-of-way line, along a northeast property line of the said 113.4142 acre tract, in part along the west property line of the said 0.8611 acre tract, in part along the most westerly property line of a called 2.221 acre tract of land conveyed to Eduardo Llevano & Rosa Portillo Llevano, by deed thereof filed for record in Volume 5988, Page 538, O.P.R.G.C.T., and in part along the west property line of a called 0.792 acre tract of land conveyed to Donald L. Berry, by deed thereof filed for record in Volume 4755, Page 549, O.P.R.G.C.T., a distance of 437.81 feet to an iron rod set;

THENCE South 12°29'09" West, continuing along the said northeast property line of the said 113.4142 acre tract, in part along the said west property line of the 0.792 acre tract, and in part along the most westerly southwest property line of a called 5.419 acre tract of land conveyed to Christopher L. Durham and Lauren A. Durham, by deed thereof filed for record in Volume 3852, Page 141, O.P.R.G.C.T., a distance of 146.86 feet to an iron rod set at an interior ell property corner of the said 113.4142 acre tract, same being the most southerly southwest property corner of the said 5.419 acre tract;

THENCE South 78°57'54" East, along a northeast property line of the said 113.4142 and along the south property line of the said 5.419 acre tract, a distance of 835.55 feet to an iron rod set at an interior ell property corner of the said 113.4142 acre tract, same being the southeast property corner of the said 5.419 acre tract;

THENCE North 12°36'08" East, along a northwest property line of the said 113.4142 acre tract and along an east property line of the said 5.419 acre tract, a distance of 145.74 feet to a 1 inch iron pipe found (Controlling Monument) at a west property corner of the said 113.4142 acre tract, same being the east property corner of the said 5.419 acre tract;

THENCE North 12°17'15" East, continuing along the said northwest property line of the said 113.4142 acre tract and along the said east property line of the 5.419 acre tract, a distance of 240.51 feet to a 1 inch iron pipe found (Controlling Monument) at a northwest property corner of said 113.4142 acre tract, same being the most easterly northeast property corner of the said 5.419 acre tract, same being on a south property line of a called 1.01 acre tract of land conveyed to Dennis M. Scriven and Diana Scriven, by deed thereof filed for record in Volume 2436, Page 126, O.P.R.G.C.T.;

THENCE South 82°11'29" East, along a north property line of the said 113.4142 acre tract and along the southeast property line of the said 1.01 acre tract, a distance of 15.03 feet to an iron rod set at the southeast property corner of the said 1.01 acre tract, same being the southwest property corner of that certain tract of land conveyed to Carlos Llanas and Maria Yates, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2018-12782, O.P.R.G.C.T.;

THENCE South 78°49'02" East, along a north property line of the said 113.4142 acre tract and along the south property line of the said Llanas and Yates tract, a distance of 199.56 feet to an iron rod set at an interior ell property corner of the said 113.4142 acre tract, same being the southeast property corner of the said Llanas and Yates tract;

THENCE North 13°34'43" East, along a northwest property line of the said 113.4142 acre tract, same being the east property line of the said Llanas and Yates tract, a distance of 199.86 feet to a 1 inch iron pipe found (Controlling Monument) at a west property corner of the said 113.4142 acre tract, same being the east property corner of the said 5.419 acre tract;

THENCE South 79°24'26" East, along a northerly property line of the said 113.4142 acre tract and along the said south right-of-way line, a distance of 232.08 feet to an iron rod set at a northeast property corner of the said 113.4142 acre tract, same being the northwest property corner of a called 2.00 acre tract of land conveyed to Christopher A. Grupp, by deed thereof filed for record in Volume 4307, Page 348, O.P.R.G.C.T.;

THENCE South 10°31'38" West, departing the said right-of-way line, along a northeast property line of the said 113.4142 acre tract, same being the west property line of the said 2.00 acre tract, a distance of 416.61 feet to an iron rod set at an interior ell property corner of the said 113.4142 acre tract, same being the southwest property corner of the said 2.00 acre tract;

THENCE South 79°22'54" East, along a northeast property line of the said 113.4142 acre tract and along the south property line of the said 2.00 acre tract, at a distance of 210.49 feet passing a 5/8 inch iron rod found at the southeast property corner of the said 2.00 acre tract, same being the southwest property corner of a called 2.00 acre tract of land conveyed to the Sherman Congregation of Jehovah's Witness, by deed thereof filed for record in Volume 1351, Page 442, O.P.R.G.C.T., and continuing along the said northeast property line and along the south property line of the said 2.00 acre tract (Sherman Congregation of Jehovah's Witness), in all a total distance of 416.02 feet to a 5/8 inch iron rod found (Controlling Monument) at an interior ell property corner of the said 113.4142 acre tract, same being the southeast property corner of the said 2.00 acre tract (Sherman Congregation of Jehovah's Witness - hereinafter referred to as the "2.00 acre tract");

THENCE North 10°50'33" East, along a northwest property line of the said 113.4142 acre tract and along the east property line of the said 2.00 acre tract, a distance of 416.68 feet to a 5/8 inch iron rod found (Controlling Monument) at a northwest property corner of the said 113.4142 acre tract, same being the northeast property corner of the said 2.00 acre tract, and being on the aforesaid south right-of-way line of State Highway No. 56;

THENCE South 79°10'34" East, along a north property line of the said 113.4142 acre tract and along the said south right-of-way line, a distance of 232.08 feet to an iron rod set at a northeast property corner of the said 113.4142 acre tract, same being the northwest property corner of a called 2.00 acre tract of land conveyed to Christopher A. Grupp, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2019-26066, O.P.R.G.C.T.;

THENCE South 10°58'05" East, departing the said right-of-way line, along the east property line of the said 113.4142 acre tract and along the west property line of the said 13.44 acre tract, a distance of 1,835.49 feet to a 5/8 inch iron rod found (Controlling Monument) at the most easterly southeast property corner of the said 113.4142 acre tract, same being the southwest property corner of the said 13.44 acre tract, and being a north property corner of a called 21.000 acre tract of land conveyed to David Ray Sullivan, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2020-19176, O.P.R.G.C.T.;

THENCE North 82°52'10" West, along a southeast property line of the said 113.4142 acre tract and along a north property line of the said 21.000 acre tract, a distance of 173.42 feet to an iron rod set at a south property corner of said Tract Two, same being a north property corner of the said 21.000 acre tract;

THENCE North 75°40'17" West, along the south property line of the said 113.4142 acre tract, in part along the said north property line of the 21.000 acre tract, in part along the north property line of a called 20.60 acre tract of land conveyed to Brandon Greg, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2020-18714, O.P.R.G.C.T., in part along the north property line of a called 20.600 acre tract of land described as "Tract 1", and a called 19.699 acre tract of land described as "Tract 2", conveyed to Senjin Rana and Shajan Rana, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2020-24679, O.P.R.G.C.T., and in part along a northeast property line of the remainder of a called 81.626 acre tract of land conveyed to Whitmire Forward, LC, by deed thereof filed for record in Volume 3568, Page 523, O.P.R.G.C.T., a distance of 1,665.70 feet to a 5/8 inch iron rod found (Controlling Monument);

THENCE North 76°09'19" West, along a south property line of the said 113.4142 acre tract and continuing along the said northeast property line of the 81.626 acre tract, a distance of 800.39 feet to an iron rod set;

THENCE North 77°09'13" West, continuing along the said property lines, a distance of 922.54 feet to a 5/8 inch iron rod with an illegible cap found (Controlling Monument) at the southwest property corner of the said 113.4142 acre tract, same being the southeast property corner of the aforementioned 1.0548 acre tract;

THENCE North 78°20'17" West, along the south property line of the said 1.0548 acre tract, a distance of 29.57 feet to a 1/2 inch metal box tubing found (Controlling Monument) at the southwest property corner of the said 113.4142 acre tract, same being the east property line of a called 23.839 acre tract of land conveyed to MD Shahidul Rana, Senjin I. Rana & Shajan I. Rana, by deed thereof filed for record in Grayson County Clerk's Instrument No. 2020-27764, O.P.R.G.C.T.;

THENCE North 14°10'56" East, along a west property line of the said 113.4142 acre tract and along the said east property line of the 23.89 acre tract, a distance of 296.65 feet to a 1/2 inch metal box tubing found (Controlling Monument) at the most easterly northeast property corner of the said 23.839 acre tract, same being the southeast property corner of a called 2.00 acre tract of land conveyed to the City of Sherman, by deed thereof filed for record in Volume 1038, Page 124, O.P.R.G.C.T.;

THENCE North 13°53'41" East, continuing along the said west property line of the said 113.4142 acre tract and along the east property line of the said 2.00 acre tract, a distance of 335.22 feet to a 1/2 inch iron rod found (Controlling Monument) at the northeast property corner of the said 2.00 acre tract, same being the most southerly southeast property corner of a called 13.936 acre tract of land conveyed to Oscar Martinez, by deed thereof filed for record in Volume 5416, Page 169, O.P.R.G.C.T.;

THENCE North 13°38'23" East, continuing along the said west property line and along the east property line of the said 13.936 acre tract, a distance of 990.91 feet to the **POINT OF BEGINNING**.

The hereinabove described tract of land contains a computed area of **113.414 acres (4,940,325 square feet)** of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, MTR FRONTERA LLC, does hereby adopt this plat designating the hereinabove described property as FRONTERA, an Addition to the City of Sherman, Grayson County, Texas, and dedicated to the public use forever the roads, streets, and easements shown hereon, for the use and accommodation of any public utility desiring use or using same for the purpose of constructing, maintaining, adding to or removing any or all of their respective systems located therein.

Witness my hand, this the 10th day of November, 2025.

Dan Kwon, Chief Executive Officer
MTR Frontera, LLC

STATE OF ARIZONA §
COUNTY OF MARICOPA §
New York

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 10th day of November, 2025.

Notary Public, State of Texas
Gina Kim
Notary Public, State of New York
Reg. No. 01K6398677
Qualified in New York County
Commission Expires 10/07/2027

STATE OF TEXAS §
COUNTY OF GRAYSON §

AVIGATION RELEASE
KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, MTR FRONTERA LLC, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described in this plat.

OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a home-rule municipality, hereinafter called CITY, and the Sherman Municipal Airport, hereinafter called AIRPORT, and their respective successors and assigns, of and from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of any and all aircraft ("aircraft" being defined for the purpose of this instrument as any contrivance now known or hereinafter invented, including but not limited to jet, propeller-driven, civil, military, experimental or commercial aircraft and helicopters, regardless of existing or future noise levels, designed or used for the purpose of transporting persons or property through the air, by whoever owned or operated), in the airspace over OWNER's property. Such release shall include, but not be limited to, any damages to OWNER's property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at, taking off from, operating at or on, or being maintained at the Sherman Municipal Airport, whether such claim be for injury or death to person or persons or damages to or taking of property.

This Release shall be binding upon OWNER and OWNER's successors, heirs, executors, administrators and assigns, and shall be a covenant running with the land.

Executed this 10th day of November, AD 2025.

Dan Kwon, Chief Executive Officer
MTR Frontera, LLC

DRAINAGE MAINTENANCE INSTRUCTIONS

It is important to ensure that the detention pond and all drainage infrastructure are periodically maintained to ensure that the system is conveying properly. Any areas where the berm scours, the area is to be restored per plan. The weir opening is to be periodically checked to ensure no sediments are interrupting the drainage flow. The detention pond and drainage infrastructure shall be inspected annually to ensure that it is working properly.

All inspections must be recorded and must contain the following information:

An assessment of the condition and functionality of the stormwater or water quality control.

Maintenance and repair actions performed on the control facility during the past year. The professional opinion of the inspector regarding the current functionality of the control and its ability to operate per the original design specifications. Recommendations regarding the need for maintenance or modifications that will allow for the control to operate per the original design specifications. Inspection and maintenance records must be retained and provided to the city for review upon request.

GENERAL PLAT NOTE:

Internal water and sewer lines will be privately owned and maintained.

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Doc Number: 2025-198
Number of Pages: 5
Amount: 170.00
Order#: 2025118000110
By: BL

NOTE: SEE SHEET 4 & 5 FOR OWNER'S DEDICATION, OWNER'S CERTIFICATE, GENERAL NOTES, SURVEYOR'S STATEMENT & CITY APPROVAL.

CITY PROJECT NO. 2559-A
FINAL PLAT OF
LOTS 1 & 2, BLOCK 1
FRONTERA

BEING A FINAL PLAT OF A 113.414 ACRE TRACT OF LAND LOCATED IN THE AARON BURLESON SURVEY, ABSTRACT NO. 61, GRAYSON COUNTY, TEXAS, SAID 113.414 ACRE TRACT OF LAND BEING ALL A CALLED 113.4142 ACRE TRACT OF LAND CONVEYED TO MTR FRONTERA LLC, BY DEED THEREOF FILED FOR RECORD IN GRAYSON COUNTY CLERK'S INSTRUMENT NO. 2024-15395, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS.

2 LOTS & 4 R.O.W. DEDICATIONS
113.414 ACRES
NOVEMBER 2025

ENGINEER:
Bowman CONSULTING
1120 S. CAPITAL OF TEXAS HIGHWAY
BUILDING #3, SUITE 220
AUSTIN, TEXAS 78746
PH: (512) 327-1180
ATTN: MIA HERNANDEZ, E.I.T.

SURVEYOR:
SPOONER & ASSOCIATES
309 BYERS STREET, SUITE 100, EULESS, TEXAS 76039
(817) 885-8448 WWW.SPOONERSURVEYORS.COM
TBLPS FIRM NO. 10054900 - S&A 21132.1p

OWNER/APPLICANT
MTR FRONTERA LLC
4742 N. 24TH STREET, STE. 325
PHOENIX, AZ 85016
ATTN: DAN KWON

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SURVEYOR:
SPOONER & ASSOCIATES
309 BYERS STREET, SUITE 100, EULESS, TEXAS 76039
(817) 885-8448 WWW.SPOONERSURVEYORS.COM
TBLPS FIRM NO. 10054900 - S&A 21132.1p

OWNER/APPLICANT
MTR FRONTERA LLC
4742 N. 24TH STREET, STE. 325
PHOENIX, AZ 85016
ATTN: DAN KWON

ENGINEER:
Bowman CONSULTING
1120 S. CAPITAL OF TEXAS HIGHWAY
BUILDING #3, SUITE 220
AUSTIN, TEXAS 78746
PH: (512) 327-1180
ATTN: MIA HERNANDEZ, E.I.T.

SURVEYOR:
SPOONER & ASSOCIATES
309 BYERS STREET, SUITE 100, EULESS, TEXAS 76039
(817) 885-8448 WWW.SPOONERSURVEYORS.COM
TBLPS FIRM NO. 10054900 - S&A 21132.1p

2 LOTS & 4 R.O.W. DEDICATIONS
113.414 ACRES
NOVEMBER 2025

FILED FOR RECORD
In the Official Records Of:
Grayson County Clerk
On: 11/18/2025 3:07:55 PM
In the PLAT Records
FRONTERA FINAL PLAT LOT 1 & 2
Doc Number: 2025-198
Number of Pages: 5
Amount: 170.00
Order#: 2025118000110
By: BL

NOTE: SEE SHEET 4 & 5 FOR OWNER'S DEDICATION, OWNER'S CERTIFICATE, GENERAL NOTES, SURVEYOR'S STATEMENT & CITY APPROVAL.

CITY PROJECT NO. 2559-A
FINAL PLAT OF
LOTS 1 & 2, BLOCK 1
FRONTERA

BEING A FINAL PLAT OF A 113.414 ACRE TRACT OF LAND LOCATED IN THE AARON BURLESON SURVEY, ABSTRACT NO. 61, GRAYSON COUNTY, TEXAS, SAID 113.414 ACRE

STATE OF TEXAS §
COUNTY OF TARRANT §

THAT, I, Eric S. Spooner, do hereby certify that I prepared this final plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Sherman, Texas.

Surveyed on the ground during the month of October 2021.



STATE OF TEXAS §
COUNTY OF TARRANT §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 5 day of NOVEMBER 2025.



Approved on this the 15th day of November, 2022, by the City Planning and Zoning Commission of the City of Sherman, Texas.

[Signature]
City Clerk

[Signature]
Secretary

Accepted by the City Council of the City of Sherman:

[Signature] 11/17/2025
Mayor, City of Sherman, Texas Date

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing final plat of Subdivision or Addition to the City of Sherman was submitted to the City Council on the 15th day of November, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements, and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this the 11th day of November, A.D. 2025.



* GENERAL NOTES *

- The bearings, distances and coordinates shown hereon are referenced to the Texas Coordinate System of 1983, Texas North Central Zone 4202, and are based on the North American Datum of 1983, 2011 Adjustment. Coordinates shown are scaled to surface distances at 0.0 using a combined scale factor of 1.000105801. All areas shown hereon are calculated based on surface measurements.
- According to the Flood Insurance Rate Map published by the Federal Emergency Management Agency, Department of Homeland Security and by graphic plotting only, the subject property appears to be located in Zone "X" (areas determined to be outside the 0.2 % annual chance floodplain) as shown on Map No. 48181C0290F, map revised September 29, 2010, for Grayson County and incorporated areas. This flood statement does not imply that the property and/or structures located in Zone "X" will be free from flooding or flood damage. This flood statement shall not create liability on the part of the Surveyor.
- This Survey was prepared with the benefit of a copy of a Commitment for Title Insurance prepared by Chicago Title Insurance Company, G.F. No. 20014787, having an effective date of January 30, 2022 and issued February 9, 2022; and only reflects those easements, covenants, restrictions, and other matters of record listed in Schedule B of said commitment. No other research for matters of record, not listed in said Commitment, was performed by Spooner & Associates.
- Unless shown otherwise hereon, all property corners are monument with a 5/8 inch iron rod with a cap stamped "SPOONER 5922".
- All easements not dimensioned hereon are parallel-perpendicular to the adjoining line.
- Notice: Selling a portion of this addition by metes and bounds is a violation of City Ordinance and State Law, and is subject to fines and withholding of utilities and building permits.
- This plat is subject to a blanket type easement granted to Texas Power and Light Company, by the deed thereof filed for record in Volume 1184, Page 226, Official Public Records, Grayson County, Texas.

Filed for Record
in the Official Records Of:
Grayson County Clerk
On: 11/18/2025 3:07:55 PM
In the PLAT Records
FRONTERA FINAL PLAT LOT 1 & 2
Doc Number: 2025-198
Number of Pages: 5
Amount: 170.00
Order#: 20251118000110
By: BL

CITY PROJECT NO. 2559-A
FINAL PLAT OF
LOTS 1 & 2, BLOCK 1
FRONTERA

BEING A FINAL PLAT OF A 113.414 ACRE TRACT OF LAND LOCATED IN THE AARON BURLISON SURVEY, ABSTRACT NO. 61, GRAYSON COUNTY, TEXAS, SAID 113.414 ACRE TRACT OF LAND BEING ALL A CALLED 113.4142 ACRE TRACT OF LAND CONVEYED TO MTR FRONTERA LLC BY DEED THEREOF FILED FOR RECORD IN GRAYSON COUNTY CLERK'S INSTRUMENT NO. 2024-15395, OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS.

2 LOTS & 4 R.O.W. DEDICATIONS
113.414 ACRES
NOVEMBER 2025

SHEET 5 OF 5

22406

OWNER/APPLICANT

MTR FRONTERA LLC
4742 N. 24TH STREET, STE. 325
PHOENIX, AZ 85016
ATTN: DAN KWON

ENGINEER:

Bowman
CONSULTING

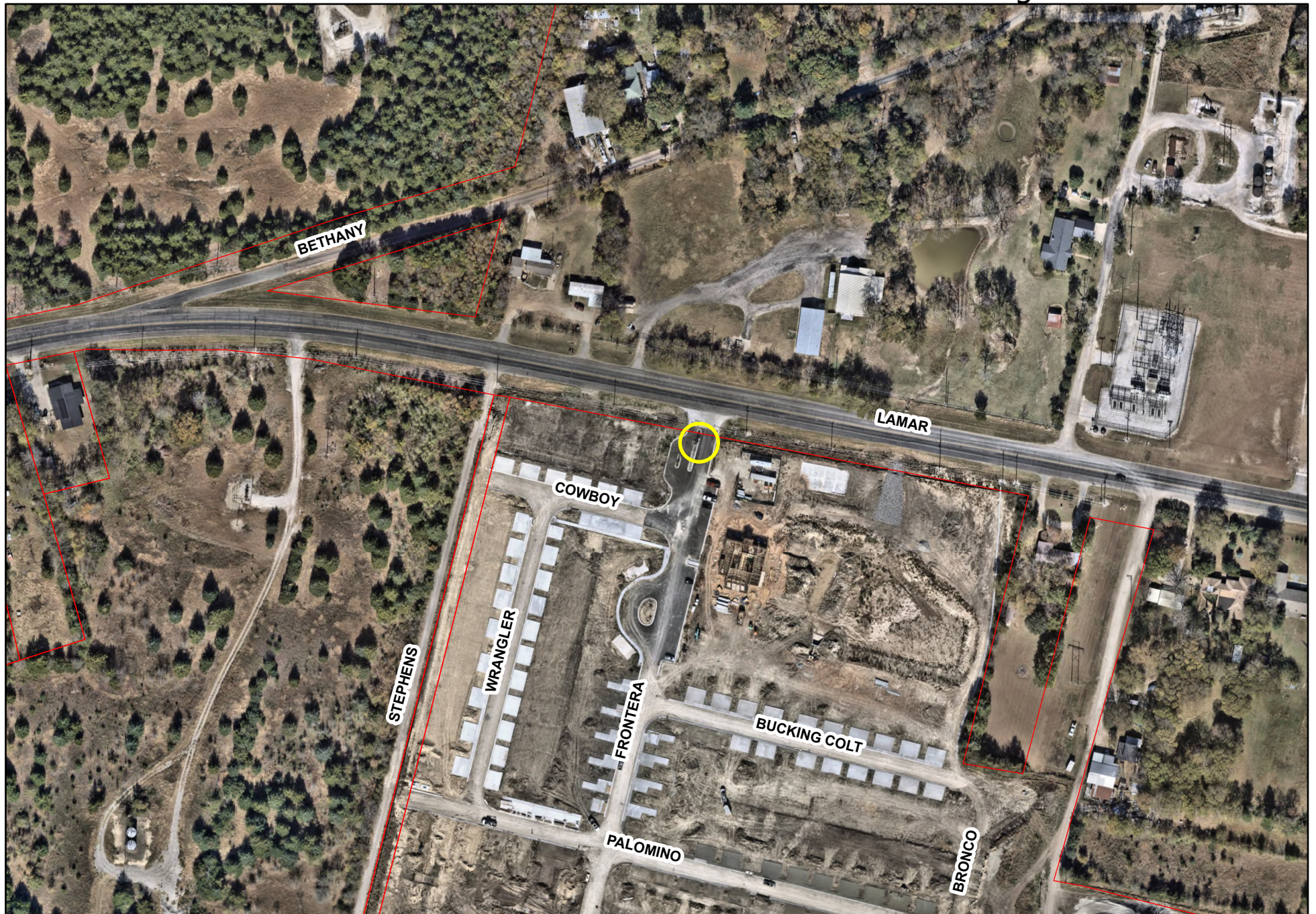
1120 S. CAPITAL OF TEXAS HIGHWAY
BUILDING #3, SUITE 220
AUSTIN, TEXAS 78746
PH: (512) 327-1180
ATTN: MIA HERNANDEZ, E.I.T.

SURVEYOR:

SPOONER & ASSOCIATES
REGISTERED PROFESSIONAL LAND SURVEYORS
OVER 30 YEARS OF SERVICE

309 BYERS STREET, SUITE 100, EL DUESS, TEXAS 78029
(817) 695-8448 WWW.SPOONERSURVEYORS.COM
TBLPS FIRM NO. 10054900 - S&A 211321p

Encroachment - 2708 E. Lamar Street - Monument Sign



0 100 200 400 Feet





City Council Regular Meeting

Agenda Item No. F.3.

Meeting Date: 8/3/2026

Prepared By: Jacob Pannell, Senior Civil Engineer

Approved By:

Caption:

** RESOLUTION NO. 7663*

Authorizing Execution of a Contract with Weisinger Incorporated for the McAfee Well Abandonment Project Based on Procurement Through Buy Board Cooperative Purchasing

Issue:

To consider an agreement with Weisinger Incorporated. McAfee Well is being abandoned and has to be plugged per the State's requirements.

Background:

McAfee well is no longer in operation and must be abandoned. This project includes labor and equipment to plug the well in accordance with TCEQ and TDLR requirements, preparation and submission of the State of Texas Well Plugging Report, and salvaging and disposal of removed pumping equipment. Weisinger Incorporated has submitted scope and pricing through Buy Board Cooperative Purchasing Contractor #770-25.

Capital Improvement Program:

26-038

Origination:

Engineering

Financial Consideration:

Funding needed for this project will be \$134,653.00.

Staff Recommendation:

It is recommended that the McAfee Well Abandonment project be approved and that the City Manager is authorized to execute any required contract documents.

Alternatives:

As may be directed by Council.

Attachments:

1. Resolution No. 7663
2. Agreement - McAfee Well Abandonment
3. Proposal_City of Sherman McAfee Well Abandonment_2026-07-10
4. MCAFEE WELL ABANDON EXHIBIT

RESOLUTION NO. 7663

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT BETWEEN WEISINGER INCORPORATED FOR THE MCAFEE WELL ABANDONMENT PROJECT BASED ON PROCUREMENT THROUGH BUY BOARD COOPERATIVE PURCHASING; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City of Sherman hereby approves the contract between Weisinger Incorporated of Willis, Texas for the McAfee Well Abandonment Project, through the Buy Board Cooperative Purchasing Contract #770-25 in the amount of One Hundred Thirty-Four Thousand Six Hundred Fifty-Three Dollars and Zero Cents (\$134,653.00); and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Weisinger Incorporated, for the construction of the aforementioned improvements in accordance with all contract documents attached hereto and made a part hereof for all purposes..

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 8th day of August 2026.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
TERI FINE, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

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

BY: _____
NAME: _____
CITY ATTORNEY

AGREEMENT

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

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

Article 1. WORK

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

McAfee Well Abandonment Project

Article 2. ENGINEER

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

Article 3. CONTRACT TIME

- 3.1 The Work will be substantially completed and ready for final payment within 90 calendar days from the date when the Contract Time commences to run, as provided in the Special Conditions.
- 3.2 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the Special Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by CITY if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that CONTRACTOR shall pay CITY \$100.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by CITY as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein

Article 4. CONTRACT PRICE

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

At the unit prices shown on the Quote included in the Contract Documents.

Article 5. PAYMENT PROCEDURES

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

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

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

Article 6. INTEREST

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

Article 7. CONTRACTOR'S REPRESENTATIONS

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

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

such purposes.

- 7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of all Underground Facilities, whether indicated in the Contract Documents, or not. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are, or will be, required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 7.7 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Conditions.
- 7.8 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

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

- 8.1 This Agreement
 - 8.2 Certifications Required by Texas Law
 - 8.3 Suspension and Debarment Certification
 - 8.4 Agenda Item
 - 8.5 Request for Quotation
 - 8.6 Quotation
 - 8.7 Form 1295, Certificate of Interested Parties
 - 8.8 Certificate of Insurance
 - 8.9 Performance Bond and POA
 - 8.10 Payment Bond and POA
 - 8.11 Notice to Proceed
 - 8.12 Maintenance Bond and POA
 - 8.13 Closeout Documents
 - 8.14 Davis-Bacon Wage Determinations
 - 8.15 Special Conditions
 - 8.16 General Conditions of Agreement
- Technical Specification prepared or issued by City of Sherman / /

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

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

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

Article 9. INDEMNITY

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

FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

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

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

Article 10. LIABILITY

To the fullest extent permitted by law, CONTRACTOR shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of CONTRACTOR under this Agreement, and for any and all damage to CONTRACTOR's equipment and other property. CITY assumes no such responsibility or liability. CITY shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

Article 11. TERMINATION

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

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

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

Article 12. MISCELLANEOUS

- 12.1 Terms used in the Agreement will have the meanings indicated in the Special Conditions.
- 12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.
- 12.4 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.
- 12.5 The parties acknowledge and agree that, in executing and performing this Agreement, CITY has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- 12.6 In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.
- 12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between CITY and CONTRACTOR, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

- 12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of CITY; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between CITY and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONTRACTOR.
- 12.11 This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- 12.12 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.13 CITY and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

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

CITY: CITY OF SHERMAN, TEXAS

CONTRACTOR: WEISINGER, INCORPORATED

By: _____

By: _____

Date: _____

Date: _____

(Corporate Seal)

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

July 10, 2026

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

Attn: Oscar Canales

Ref: Abandonment Operation – McAfee Well

Mr. Canales,

As requested, we are pleased to provide our quotation for well abandonment/plugging operation for the McAfee Well.

Scope of Services: McAfee Well Abandonment Operation

- Provide the necessary labor and equipment to plug the well under normal plugging procedures, all in accordance with TCEQ and TDLR requirements
- Furnish and submit a State of Texas Well Plugging Report
- Salvage and off-site disposal of the removed pumping equipment
- No demolition of existing pump foundation requested or required

Notes:

1. Pricing is based on having water available onsite.
2. Our proposal is based on plugging the well with the calculated volume of materials based on available information about the well. Additional materials and labor, if required, will be billed at current market rates.

Total of Scope of Services\$134,653.00

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



BuyBoard Contract #770-25

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

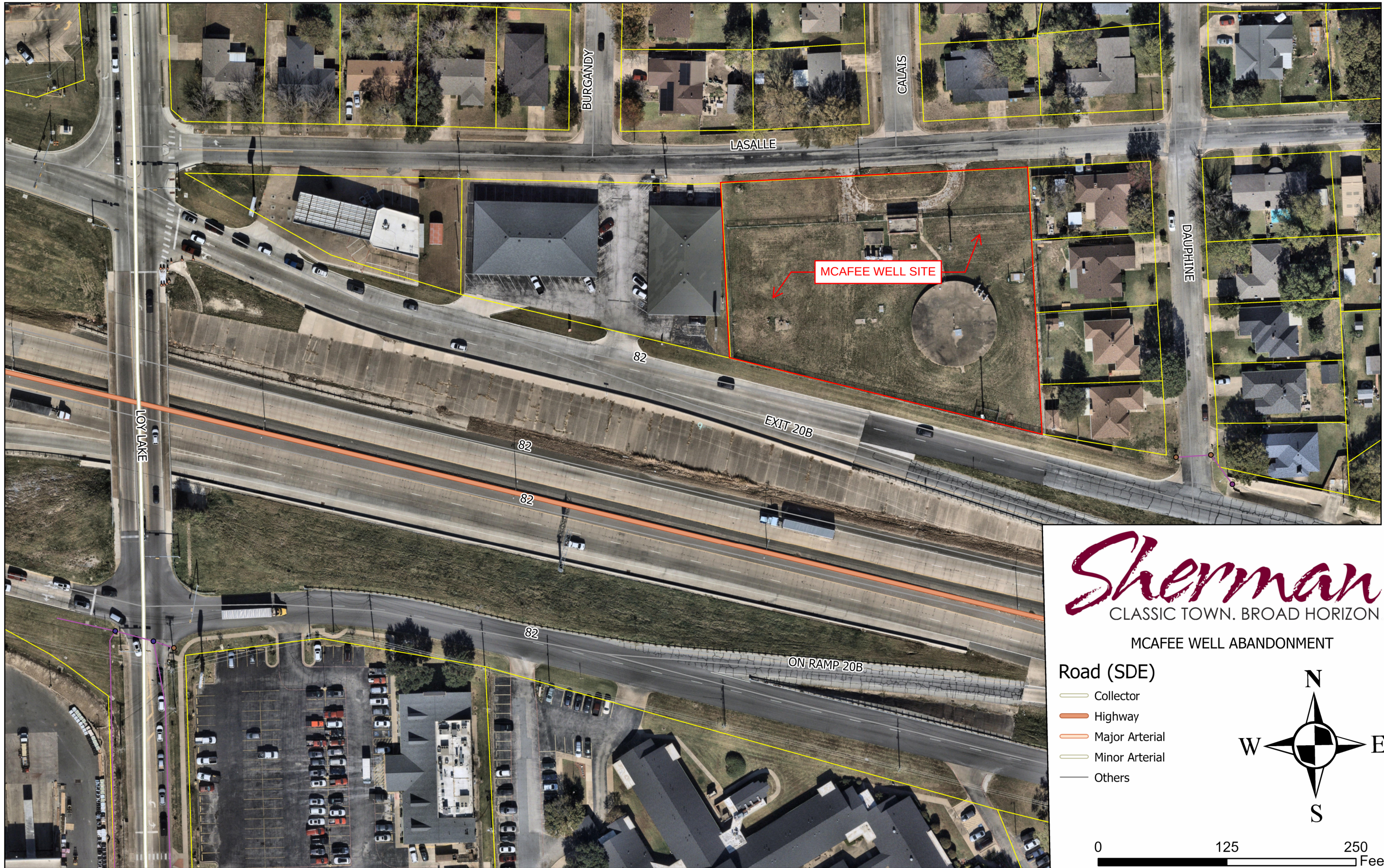
Sincerely,

A handwritten signature in black ink, appearing to read "Jeffery Boon". The signature is written in a cursive, flowing style.

Jeffery Boon

jboon@weisingerinc.com

817-771-8049





City Council Regular Meeting

Agenda Item No. F.4.

Meeting Date: 8/3/2026

Prepared By: Sarah McRae, Tourism Manager

Approved By:

Caption:

** Resolution No. 7664*

Declaring the MoonLight Market as an Event serving a public purpose and accepting an agreement between the State of Texas, acting by and through the Texas Department of Transportation and the City of Sherman for the Temporary Closure of a Segment of State Right of Way State Highway 56 (Houston St.), from Crocket Street to South Elm Street.

Issue:

Wildflowers on Sunday, The Impeccable Poppy and Rutledge Ryan Ranch aka, Moonlight Market Team, will host a Moonlight Market every second and fourth Friday of each month in the Crockett St. Parking Lot and along Highway 56 (Houston St.) from Crocket Street to S. Elm Street.

Background:

The Moonlight Market is an after-hours shopping experience in the heart of Downtown Sherman, Texas. This event is held on the second and fourth Friday from April through November, with a break in July for Summer. The Market brings together a carefully curated selection of local makers, artist, bakers food vendors, and small businesses for an evening of shopping, community and entertainment.

Capital Improvement Program:

Origination:

May Gingras, Wildflowers on Sunday
Teresa Slaton, The Impeccable Poppy
Lisa Rutledge, Rutledge Ryan Ranch

Financial Consideration:

Labor and equipment to provide traffic control assistant and place/remove barricades and cones

Staff Recommendation:

it is recommended that the City Council approve this request and authorize the necessary traffic control and assistance to accommodate the event.

Alternatives:

As directed by Council

Attachments:

1. Resolution No. 7664
2. Support Letter from Chief Jeffcoat
3. MM Letter
4. Moonlight Market Special Event Packet
5. MM Map 6.26
6. Gmail - Placer AI Data
7. Agreement: Closure - Incorporated (TEA30A)

RESOLUTION NO. 7664

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DECLARING THE MOONLIGHT MARKET AS AN EVENT SERVING A PUBLIC PURPOSE AND ACCEPTING AN AGREEMENT BETWEEN THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF SHERMAN OF THE TEMPORARY CLOSURE OF A SEGMENT OF STATE RIGHT OF WAY STATE HIGHWAY 56 (HOUSTON ST.), FROM CROCKET STREET TO SOUTH ELM 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.

WHEREAS, The City Council of the City of Sherman, Texas declare the Moonlight Market to be an event serving a public purpose, and

WHEREAS, the State owns and operates a system of highways for public use and benefit, including a segment of State Highway 56 (Houston St.) from Crocket Street to South Elm Street, and

WHEREAS, The City of Sherman is requesting temporary closure of a segment of State Highway of 56 (Houston St.) from Crocket to South Elm Street for the purpose of the Moonlight Market, and

WHEREAS, The State in recognition of the public purpose of the event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the state's right of way will be performed within the state requirements.

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

SECTION 1. The City Council of the City of Sherman authorizes the City to enter into the agreement with the state for the temporary closure of the segment of State Highway 56 known as Houston Street from Crocket Street to South Elm Street for the purpose of the Moonlight Market to be held on August 14, 2026, August 28, 2026, September 11, 2026, September 25, 2026, October 9, 2026, October 23, 2026 and November 13, 2026.

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 8th day of August 2026.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
TERI FINE, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

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

BY: _____
NAME: _____
CITY ATTORNEY



SHERMAN POLICE DEPARTMENT

2600 West Travis Street
Sherman, Texas 75092



Jason Jeffcoat

Chief of Police

Sherman Police Department

July 29, 2026

To: Texas Department of Transportation Officials

I am writing in support of the Traffic Control Plan submitted for the Moonlight Market events held in Downtown Sherman. The organizers have requested the temporary closure of one block of West Houston Street during the evening markets, which occur on the second and fourth Fridays of each month from 6:00 p.m. to 9:00 p.m., with vendor setup beginning at 4:30 p.m.

I have reviewed the proposed closure area and associated detour options provided to the me. Based on my review, I am confident that the Sherman Police Department can adequately enforce the Traffic Control Plan for these closures. This includes enforcing the approved barricade placement, detour routing, and maintaining clear travel lanes as required under TxDOT guidelines for temporary closures of state right-of-way.

Additionally, the organizers have followed the proper process by coordinating with TxDOT and supplying the required maps, event schedules, and supporting documentation for Council review. Their request aligns with prior similar community events in nearby jurisdictions, where local law enforcement successfully enforced comparable TxDOT-approved traffic control measures.

The Sherman Police Department supports this initiative and stands ready to assist in facilitating a safe and successful market season for downtown visitors, vendors, and businesses.

Please contact me if additional information or coordination is needed.

Respectfully,



Jason Jeffcoat

Chief of Police

Sherman Police Department

July 22, 2026

Dear Sherman City Council,

We are writing on behalf of the Moonlight Market on W Houston requesting the use of the parking lot on the corner of West Houston and North Crockett Street. The market is scheduled for every 2nd & 4th Fridays of every month from 6-9pm. Local market vendors are allowed to set up by 4:30pm, so we will need to have the spaces available from 4:30-10pm. Attached is a map of the spots we would like reserved for the remainder of the market season. (August-November)

Our goal from the beginning has always been to bring more foot traffic to the mercantiles and show others how much downtown Sherman has to offer. We have enjoyed showcasing local vendors and artisans to the public.

Statistics provided by the Mainstreet office have supported our goal and show an increase of visitors to downtown during Moonlight Market nights. As our market continues to grow we want to be able to offer the best location to accommodate more vendors and guests.

We thank you for considering this request and look forward to more fun Friday nights in downtown Sherman.

Sincerely,

May Gingras, Wildflowers on Sunday
Teresa Slaton, The Impeccable Poppy
Lisa Rutledge, Rutledge Ryan Ranch

Moonlight Market Team

Enclosures:
Event Application
Market Stats
Map



Special Events Policies and Procedures Manual & Application

Community and Support Services Department
405 N. Rusk
903-892-7230

The City of Sherman is host to a wide variety of special events each year. Those events range from small gatherings to larger community events. The City has recognized that these special events have become an important part of our resident's life by enhancing tourism, culture, recreation and education as well as providing economic benefit to businesses in the City.

Some gatherings due to their size and special requirements may place unique demands on public resources. In order to plan for those demands and to ensure that public health and safety is protected, it is necessary that the city have advance notice of these special events. This manual will provide details outlining what types of events can be hosted and where.

The purpose of the Special Events Policies and Procedures Manual is to provide a consolidated manual to enable special event coordinators or those thinking of hosting an event easy access to the necessary information to help make the event a success. The primary goal of this manual is to create a win-win relationship between the City of Sherman and event organizers. By creating this relationship both parties will be able to receive, in a timely manner, the required information to plan a special event, big or small.

The specific objectives of the policy and procedure manual ensure that:

- The City of Sherman's assets are protected;
- The City of Sherman's citizens interests are met;
- The event organizers work with the merchants and residents to ensure that any negative impact is kept to a minimum;
- All Federal, County and Municipal laws, regulations and statutes are observed;
- The event organizers work closely with the Community and Support Services Department or designee;
- All special event applications are handled in a fair and equitable manner;
- Each event is evaluated in a consistent manner;
- All direct costs related to the services provided by the City of Sherman are recovered.

A special event is defined as a one time, annual, or infrequently occurring event on City of Sherman property that is reserved for exclusive use. Types of events may include but are not limited to: Cultural events that celebrate/educate heritage and cultures; Theatrical events; Commemorative events acknowledging significant dates or occurrences; Community events that provide the community with an opportunity to celebrate; Athletic events; Artistic events that celebrate/display creative and artistic works; or Commercial events designed to generate surplus revenue.

Special Event Permit Application Process

1. Complete the Special Event Permit Application and submit it to the Department of Community and Support Services, along with any applicable fees, sixty (60) days prior to the event date. The Community and Support Services Office is located in the Sherman Municipal Building at 405 N. Rusk on the 2nd Floor.
2. To ensure that your event is moved along in a timely manner, include as much information as possible on the application. You will be contacted for verification if questions arise.
3. After departmental approval from all affected departments, event approval will be placed on the City Council agenda.
4. You will be notified within 30 days of application submittal the date your event will go to City Council for approval. (All special events require City Council approval.)
5. It is advised, but not required; that you or someone from your organization is present at the City Council meeting to answer any questions that may arise.
6. After the City Council has approved your event you will receive written notification of the approval of your Special Event Application.

Events that will be held on the Municipal Grounds or at a park facility will require facility reservation prior to completion of the Special Event Application. Facility reservation does not guarantee event approval, nor does event approval guarantee facility reservation. Facility reservations will be checked prior to event approval and any event that does not have the appropriate facility reserved will be denied.

For annual events, you can submit a Date Request Form to hold the date of your event for the following year. Event date requests should be submitted by October 31st prior to the event year. An event date request may still be submitted after October 31st; however, the event application must be submitted a minimum of sixty (60) days prior to your event. Remember to check facility availability prior to submitting a Date Request Form.

General Policies and Procedures

1. All legislation, bylaws, regulations and City of Sherman Code of Ordinances must be adhered to.
2. The special event staff and volunteers must adhere to all special event policies and procedures. In the interest of public safety, a zero tolerance policy is enforced for all special events. This means failure to comply with standards will result in ticketing and/or closure of event.
3. The special event operator is required to provide evidence of all necessary licenses/permits required to operate the event.
4. The special event operator is required to submit an Emergency Plan with the special event application. The Emergency Plan must identify potential risks and provide information on how to respond to those risks (i.e. severe weather, notification system and evacuation plan).
5. All special events must comply with current ADA standards to allow participation of all residents at the special event they are planning. For useful information on planning an accessible event, please contact the Community and Support Services Office.
6. No person may be permitted at any special event to: (a) carry or sell firearms or prohibited weapons or (b) carry or sell illegal drugs or (c) carry or sell alcohol.
7. Notwithstanding any of the above, the community and support services department or its designee may vary any element of this policy at their sole discretion.
8. Chalk can be used on a limited basis, as outlined by the Public Works Department or designate to enhance the event setup.
9. Facilities will not be used for anything other than what is permitted by the Community and Support Services Department.

Special Event Insurance

1. The special event organizer must maintain commercial liability insurance, with the city listed as an additional insured before the special events permit will be issued.
2. The certificate shall serve as evidence of a policy written by a company licensed in the state.
3. The policy is to be in effect for the duration of the event, with minimum limits of liability of \$500,000.00 per occurrence, \$1,000,000.00 aggregate for bodily injury, personal injury and property damage, and \$100,000.00 per injury, \$300,000.00 per occurrence and \$100,000.00 per occupational disease.
4. The liability insurance requirements shall not apply to private parties that will not be open to the general public.
5. The City of Sherman reserves the right, solely at its discretion, to set higher insurance limits. This may be required depending on the type of activity planned during the event (e.g. fireworks displays, amusement rides).
6. The special event organizer shall indemnify and hold the City of Sherman harmless from and against all liability, loss, claims, demands, costs, and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or act of omissions by the above names, their officers, agents, employees, volunteers or others for whom they are responsible at law, arising out of any cause whatsoever, either direct or indirect, through its use and/or operation of city property in connection with the special event.

Special Event Emergency Procedures

1. Fire Code requires a Public Safety Plan for certain events. If a Plan is required, it must address how the organizer plans to alert both the attendees and emergency services personnel to the emergency, how they plan to move attendees to safety and provide Fire and Police access to the scene. The City will notify you if a Plan is required.
2. At no time may the activities of the special event restrict access to the street by police and fire vehicles.

3. Prepare an emergency plan to address the following issues:

- Medical Aid: Know the location of first-aid kits; identify people who have knowledge of CPR and/or a medical background.
- Fire Emergencies: Provide fire extinguishers/extinguishing equipment, garden hoses, etc., for all cooking areas.
- Maintaining and/or providing emergency access (moving barricades, tables, etc.) when necessary.

The emergency plan should identify all persons assigned to execute the emergency plan operation, the method to alert the personnel (i.e., bullhorn, whistle, bell, etc.), and the response to put into action for the emergency situation.

4. Fire hydrants shall not be blocked at any time by vehicles, tables, decoration, etc. A minimum six-foot clearance must be maintained around hydrants at all times, and a clear unobstructed path from the street to the hydrant. Ropes or other objects shall not be attached to fire hydrants at any time.
5. In the event an emergency vehicle must enter the event area, a minimum sixteen (16) foot wide road clearance must be maintained for the emergency vehicles. At all times during the event, persons shall be designated to be available to move barricades, tables, chairs, etc. if necessary.
6. If emergency vehicles are requested to respond to your event, the designated personnel must immediately go to the appropriate barricades and standby, as the responding vehicles will need access to your event. Having this standby procedure will prevent any delays for the emergency vehicles.

City of Sherman – Police & Fire Rescue Services

1. Crowd control will be the responsibility of the event organizer. A detailed plan outlining the measures put in place to deal with crowd control will be the responsibility of the event organizer. The plan will need to be submitted to the Community and Support Services department along with application submission.
2. The need for the use of security will be evaluated by the Sherman Police Department on an event by event basis. The cost of special/additional support will be the responsibility of the event organizer.

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3. The plan will be forwarded by the Community and Support Services department, as needed, to the City of Sherman Fire Department to ensure adequate measures are in place for fire and life safety concerns. If there are any concerns, the event organizer will be contacted prior to your event being placed on the City Council agenda.

Street Closure

1. Applicants requesting a temporary street (meaning any part of the municipal road allowance) closure for any special event will need to request the street closure on the Special Event application.
2. Approval is contingent upon ensuring adequate signage and barricades, a traffic control plan and providing adequate emergency access at all times to the satisfaction of the Community and Support Services department or designate.
3. To request a temporary street closure, the applicant may be asked to submit a petition signed and approved by 100% of the business and residence owners or habitants of adjacent properties on the affected street(s) or block(s).
4. In the event an emergency vehicle must enter the closed area, a minimum sixteen (16) foot wide road clearance must be maintained.
5. The applicant or designee must be present on the site during the entire duration of the street closure.
6. Possession and/or consumption of alcoholic beverages on the closed portion of the street is prohibited, unless approval is granted by motion and order by the City Council.

Noise Policy

1. Noise issues will fall subject to the guidelines set forth in Article 8.07 of the Sherman Code of Ordinances.
2. The creating of any unreasonably loud, disturbing and unnecessary noise within the corporate city limits of the city is prohibited.

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3. Any noise of such character, intensity or duration as to be detrimental to the life or health of any individual, or in disturbance of the public peace and welfare, is prohibited.
 4. The maintenance or operation of any loudspeaker or amplifying device on the outside of any building or structure in the city whereby music, speaking or noises of any type are or may be transmitted outside the confines of a fully enclosed stone or wood structure is prohibited.
 5. The amplification of sound for special events will be limited to the hours of 8:00a.m. until 9:00p.m., per City Ordinance.

Garbage/Recycling/Site Cleanup/General Maintenance

1. The special event organizer is responsible for the cleanup of the location to the satisfaction of the Community and Support Services Director or designee and the removal of all garbage by noon the day after the event ends.
2. The City will provide all normal maintenance services to its current routine standards including, but not restricted to, grass cutting, snow and ice clearing and any regular janitorial services and supplies at the event location before and during the event. Any additional maintenance required by the special event organizer prior to or during the event, may be at the cost and responsibility of the special event organizer.
3. The City of Sherman will not supply any additional garbage containers over and above the current level for special events, without prior notification. It will be the sole responsibility of the special event organizer to notify the City of collection service needs for the event. Additional fees may be required for additional services.
4. The special event organizer will use recycling containers for beverage cans and bottles.
5. Each event should have the same number of recycling containers as garbage containers and place them appropriately throughout the site.
6. The special event organizer will ensure that a suitable location is provided for food and merchandise vendors to place flattened corrugated cardboard boxes. These will be kept separate from any other recyclables or garbage.

Miscellaneous Requirements

1. Bathroom Facility Requirements

A. The following should be considered when determining the number of toilets to provide at your event.

- Duration of the event
- Weather conditions
- Crowd size, and
- Ticketed or unticketed event.

Where local laws or regulations do not exist, the following table can be used as a guide. Assume a 50/50 male/female split unless otherwise advised.

Crowd Size	Number of Facilities Necessary (dependent on event hours)								
	1	2	3	4	5	6	7	8	9
500	2	4	4	5	6	7	9	9	10
1,000	4	6	8	8	9	9	11	12	13
2,000	5	6	9	12	14	16	18	20	23
3,000	6	9	12	16	20	24	26	30	34
4,000	8	13	16	22	25	30	35	40	45
5,000	12	16	20	25	31	38	44	50	56
10,000	15	25	38	50	63	75	88	100	113

B. A copy of the contract with the Waste Disposal Company must be provided to the Community and Support Services Department no less than 14 days prior to the event.

- Note: the special event coordinator must ensure all washroom/hand wash stations are kept stocked with toilet paper and hand sanitizer.

C. There should be a minimum of one handwashing station with hot/warm water, liquid soap and paper towels immediately adjacent to the bathroom facilities. Washrooms in nearby stores or restaurants are not sufficient. The use of antiseptic hand gels can be used, but it is a good practice to have one handwashing station in case the need arises. The handwashing facilities must be accessible to all event attendees.

D. For more information on portable bathroom facilities please visit the Portable Sanitation Association website at www.psai.org/about.html.

2. Vendors

- A. In the interest of public safety, a zero tolerance policy is enforced for all special events. This means failure to comply with standards may result in ticketing and/or closure.
- B. All vendors will be required to ensure:
 - All outdoor electrical cords used are in good operating condition.
 - The use of manufactured extension cords with a three wire configuration or 2 wire polarized outdoor rated cords are acceptable (no modification to cords or equipment is permitted).
 - The use of panels that are properly assembled and contained in an approved weatherproof enclosure supplying 15 and 20 amp receptacles only which are protected by Ground Fault Circuit Interrupters.
 - Any non weatherproof equipment used in display enclosures (tents, gazebos etc) shall be protected from inclement weather.
 - All vendors shall supply the event organizer with the voltage and current that their equipment will require to eliminate overloading of circuits.
 - All trailers that are self contained and/or have lighting and equipment may be subjected to a field evaluation by the City of Sherman.

3. Food Vendors

- A. The City of Sherman has adopted the provisions of the current rules or rules as amended by the state board of health found in 25 Texas Administrative Code, chapter 229, sections 161 through 171 and 173 through 175, regarding the regulation of food establishments in this jurisdiction.
- B. All food vendors must have a temporary food permit.
- C. For further information regarding permitting of food vendors please contact the Grayson County Health Department.

4. Alcohol & TABC Licensing

- A. The drinking of any alcoholic beverages or the possession of any open container which contains an alcoholic beverage is prohibited and unlawful in the following places:
 - In any public park; on the sidewalks, streets and alleys; on any public parking lot; the Ham Center and the Youth Center.
 - In or on any public school district campus or facility.

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- On any private parking lot of any shopping center or any parking lot of any retail or commercial business.
 - In any theatre building and/or drive-in theater within the corporate limits of the city.
- B. An alcoholic beverage is defined as any spirits, wine, beer, ale or other liquid containing more than one-half of one (1) percent alcohol by volume.
- C. Event organizers must acquire the appropriate temporary permit from the TABC for all events where alcohol will be consumed. If a letter of permission is needed from the City, the request must be made no later than 2 (two) weeks prior to the event date.

5. Petting Zoos or Open Farms

- A. Your petting zoo or farm is designed to provide children and students with the joy of coming close to animals. You must remember, however, animals can carry diseases that can make humans ill, and proper precautions must be taken to ensure that the health and safety of all visitors are protected, especially children.

- B. For the safety of attendees, the City of Sherman requires the following:

Handwashing:

- Staff/Volunteers must encourage all visitors to wash their hands after handling the animals and before consuming food or drinks.
- There should be a minimum of one handwashing station with hot/warm water, liquid soap and paper towels immediately adjacent to the animal petting area. Washrooms in nearby stores or restaurants are not sufficient.
- The use of antiseptic hand gels can be used, but it is a good practice to have one handwashing station in case the need arises.
- Temporary handwash stations should be installed when permanent facilities are not immediately available.
- The exit to the animal area should be controlled to ensure that all participants pass by the handwash facilities and can use them if they choose.
- Handwashing facilities must be accessible to all visitors.

Operation:

- The public should not be permitted access to any animal enclosure except under the direct supervision of trained personnel. These enclosures should be kept locked outside of regular business hours.

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- Ensure that any manure is quickly and thoroughly cleaned up, and appropriately discarded. Straw and sawdust bedding should be replaced at least daily.
 - Staff/Volunteers must report all animal bites or scratches, or other injuries resulting from animal contact to Sherman Police Dispatch at 903-892-7290.

Animals:

- Potentially dangerous animals should not be included in a petting zoo. Reptiles and amphibians are not recommended.
- All animals must be in good health, and any animals with diarrhea must be excluded from display immediately.
- All animals must have up to date vaccinations for diseases applicable to the region. Vaccination records must be readily available when requested.
- All animals must have a friendly disposition, and must be comfortable with extensive petting or handling.

Signs:

- Ensure signs are erected at the entrance of the petting zoo or farm encouraging the act of washing hands upon leaving the animal area and before eating.



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: Moonlight Market on W. Houston

Type of Event: (i.e. Carnival, Circus, 1 Mile/5 K Run, etc.) Night Market

Event Date: 8/14, 8/28, 9/11, 9/25, 10/9, 10/23, 11/13 Event Times: Set up 4:30-6pm, Event time 6-9pm

Alternate Date: _____ Event Times: _____

*Alternate date required in case of weather delays

Location of Event: W Houston Street & Parking spaces

Event Contact Name: May Gingras, Teresa Slaton, Lisa Rutledge

Event Contact Address: 218 W. Houston St, Suite 200, Sherman Tx 75090

Event Contact Phone: May 909-936-4106, Teresa 469-584-1783, Lisa 562-715-9053

Event Contact Email: moonlightmarketonwhouston@gmail.com

Alternate Event Contact Name: _____

Alternate Event Contact Address: _____

Alternate Event Contact Phone: _____

Alternate Event Contact Email: _____

Event Day Emergency Contact: _____ Phone: _____

Event Day Emergency Contact: _____ Phone: _____

Estimated # of Participants: ~60 Spectators: ~1000

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.

Moonlight market is an after-hours shopping experience in the heart of Downtown Sherman, Texas. Held on the 2nd & 4th Fridays from April through November (With a summer break in July), the market brings together a carefully curated selection of local makers, artist, bakers, food vendors, and small businesses for an evening of shopping, community, and entertainment.

Vendors are allowed to set up by 4:30, Event hours 6-9pm, Teardown 9-10pm

Public Services

Will event take place at a public park/facility? ☐ Yes ☒ No

If yes, which park/facility? NA

*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? _____

Request for W. Houston/S Crockett have been submitted to Txdot
Sherman Area Office.

*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: 4:30 _____ Time closure removed: 10:00 pm _____

*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) _____ Parking along the square: _____

S Crockett, W. Lamar, S. Travis, W. Laurel Parking Lot

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: _____

*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: _____

The Picnic Truck, The Savoy Tamale Lady, Mochi's Boba Tea Cafe:

*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

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: _____

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? Located in shops

*Depending on accessibility of restroom facilities, city may require portable toilets to be used

Will there be music or any other use of a loudspeaker? ☒ Yes ☐ No

If Yes, please fill out the following:

Type of loudspeakers: _____ How many: _____

Type of Amplifiers: _____ How many: _____

Type of electrical devices: _____ How many: _____

Date and time loudspeakers/amplifiers/electrical devices will be in use: 6-9pm

*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: _____

A frames with posters 24x36: Placed along W. Houston St, 18x24 lawn signs:
Along Court House, 11x17 Posters on windows of brick & mortar shops.

Describe how you will notify residents affected by the event either living on the route/course or nearby. Neighboring business owners will be notified via email.

*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? NA

* The Sherman Chamber of Commerce is available for assistance with hotel information and accommodation needs for the event.

Agreement:

Initial mg 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.

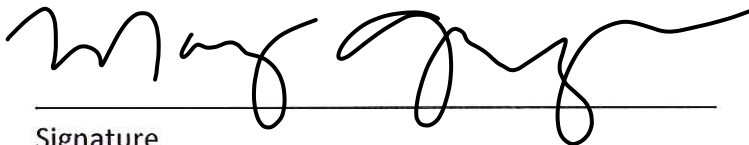
Initial mg Applicant agrees to assume the defense of and indemnify and save harmless the City, its council members, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused 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 mg 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 mg 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.

A handwritten signature in black ink, appearing to be 'mg', written over a horizontal line.

Signature

7/21/2026

Date

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		



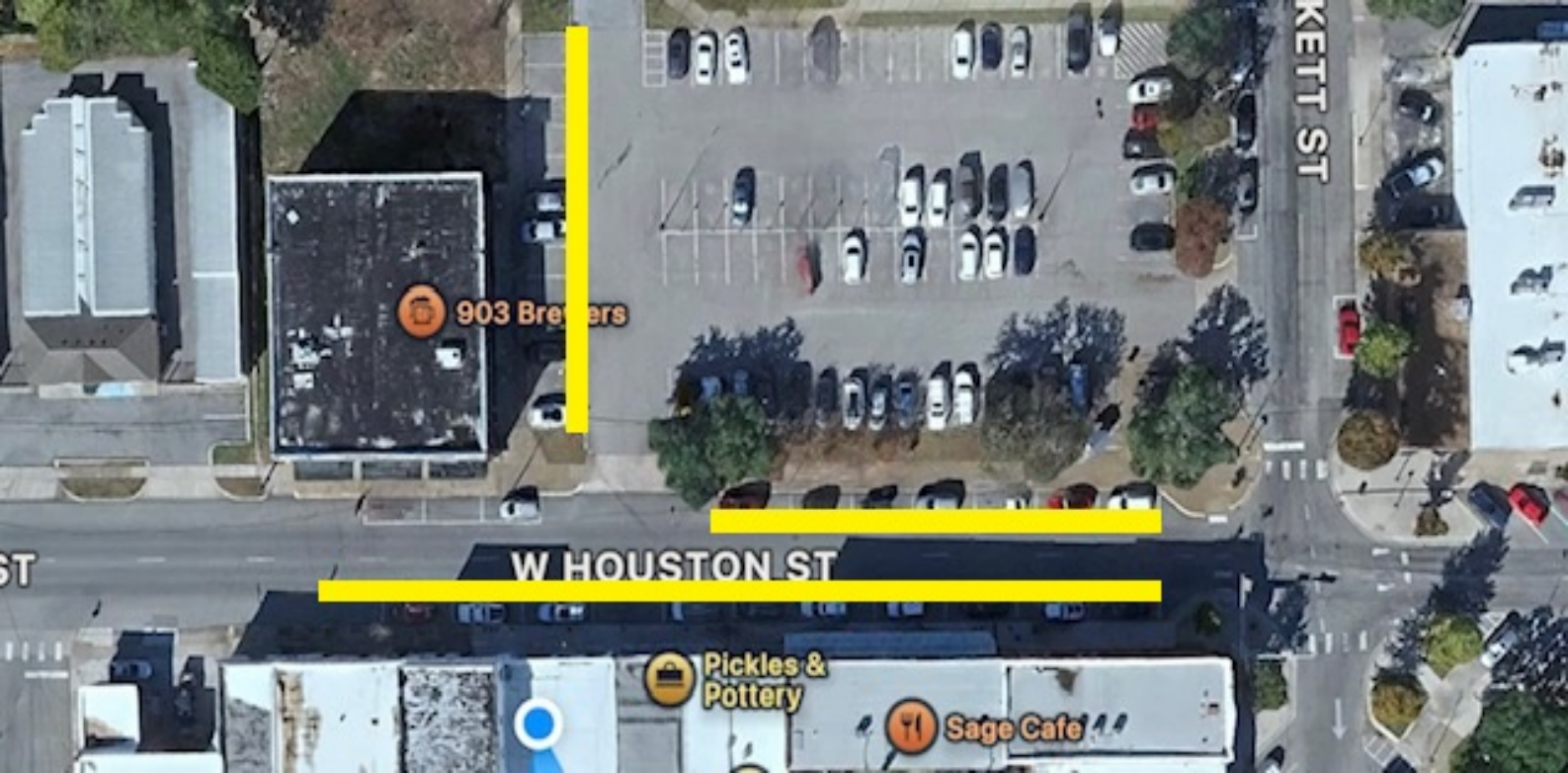
Special Event Date Request Form

Name of Event:	Moonlight Market on W. Houston
Type of Event (i.e. Carnival, Circus, Festival, 1 Mile/5 K Run, etc.):	Night Market
Location of Event:	W. Houston Street
Date of Event:	8/14, 8/28, 9/11, 9/25, 10/9, 10/23, 11/13
Event Contact Name:	May Gingras, Teresa Slaton
Event Contact Address:	218 W. Houston St, Sherman
Event Contact Phone:	May 909-936-4106, Teresa 469-584-1783, Lisa 562-715-9053
Event Contact Email:	moonlightmarketonwhouston@gmail.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: 7/21/2026
----------------------	--	-----------------

*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:



KETT ST



903 Brewers

ST

W HOUSTON ST



Pickles & Pottery



Sage Cafe



Moonlight Market on W. Houston <moonlightmarketonwhouston@gmail.com>

Placer AI Data

McRae, Sarah <SarahM@cityofsherman.com>

Wed, Jun 17, 2026 at 4:45 PM

To: "Moonlight Market on W. Houston" <moonlightmarketonwhouston@gmail.com>

Cc: "James, India" <indiaj@cityofsherman.com>

Hi ladies!

So sorry, I've had overlapping filmings and meetings all day, so I was just able to run those reports!

Y'all are doing such an amazing job, Friday was another wonderful Market!!

I looked up April and May in Downtown, but used a bigger perimeter than just y'all's block, but figured we could compare it to a typical Friday when nothing special is going on to compare...I filtered it to look at **Friday evenings in Downtown from 5pm-10pm, that stayed for 10 minutes or more** in that larger perimeter for downtown, just to make sure we captured it all, here's what it showed:

April 3rd (on a regular Friday evening, except there was a St. Mary's/Church Easter event happening nearby) 1,200 people downtown- I included these other random Fridays to show the control group since it's hard to measure a just a block of sidewalk

April 10th (1st Moonlight Market) **2,500** people!

April 17th (just a regular Friday evening) only 930

April 24th (2nd MM) **2,000**

May 1st (Cinco de Mayo) 2,300

May 8th (3rd MM) **1,900**

May 15th (no major events to note) 1,200

May 22nd (4th MM...and SHS graduation nearby- but had also been threats of bad weather all day) **1,400**

May 29th (regular Friday) 842

I attached the report from April just so that you could take a look at some of the other fun data it shows you...median household income, percentage that hold bachelor's degrees or higher, median age, most common ethnicity, where they came from and went next etc. it does look like your busiest peaks are at 7pm, then 6pm, and the average time people stay is 86 minutes. 😊 Let me know if you have any questions, I find this stuff so interesting!



From: Moonlight Market on W. Houston <moonlightmarketonwhouston@gmail.com>

Sent: Tuesday, June 16, 2026 2:58 PM

To: McRae, Sarah <SarahM@cityofsherman.com>

Subject: Placer AI Data

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

[Quoted text hidden]



Property Overview - Downtown Sherman - Apr 1, 2026 - Apr 30, 2026.pdf
4010K

STATE OF TEXAS §
COUNTY OF TRAVIS §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of _____, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including _____, in _____, County; and

WHEREAS, the local government has requested the temporary closure of _____ for the purpose of _____, from _____ to _____ as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the ____ day of _____, 20____, the _____ City Council passed Resolution / Ordinance No. _____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the Traffic Closure Incorporated (TEA30A)

proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore

or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
	Texas Department of Transportation

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Agreement No. _____

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF _____

Executed on behalf of the local government by:

By _____ Date _____
City Official

Typed or Printed Name and Title _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Agreement No. _____

Exhibit A

Exhibit B

Agreement No. _____

Exhibit C

Agreement No. _____



City Council Regular Meeting

Agenda Item No. G.1.

Meeting Date: 8/3/2026

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By:

Caption:

*** OTHER BUSINESS**

Approve the Investment Reports for the Quarter Ended June 30, 2026

Issue:

To approve the Investment Reports for the Quarter Ended June 30, 2026

Background:

The total operating portfolio book value of about \$60.6 million increased by \$1.0 million from the previous quarter primarily due to purchases of U.S. Agency securities and State of Texas political subdivision obligations, and from maturities. The underlying investments were adequately diversified among five different types of securities. The portfolio's weighted-average maturity of 396 days decreased from 397 days last quarter. The portfolio yield of 3.93% was 5 basis points above our benchmark 1-year Constant Maturity Treasury Index of 3.98%. Book value approximated market value.

The debt proceeds portfolio balance of \$58.7 million decreased by \$6.7 million due to withdrawals for project payments. The portfolio includes Local Government Investment Pools and a U.S. Agency. The portfolio's weighted-average maturity of 9 days decreased from 15 days from the previous quarter. The portfolio yield of 3.71% was 1 basis point above the benchmark yield for this portfolio, the 4-week Constant Maturity Index of 3.70%. Book value approximated market value.

Capital Improvement Program:

Origination:

Finance Department

Financial Consideration:

None

Staff Recommendation:

Staff recommends the Council approve the Investment Reports as presented.

Alternatives:

The Council could make suggestions and request more frequent reporting.

Attachments:

1. 2026-06-30 Investment Report w_Memo



memorandum

DATE: July 27, 2026

TO: The City of Sherman Investment Committee
Councilman Juston Dobbs
Deputy Mayor Pam Howeth
Zachary Flores, City Manager

FROM: Mary Lawrence, Chief Financial Officer *ml*

SUBJECT: Investment Reports for the Quarter Ended June 30, 2026.

Enclosed is a copy of the quarterly investment reports for June 30, 2026. As of that date, the City followed all applicable state laws and internal policies for the portfolio.

The total operating portfolio book value of about \$61.6 million increased by \$1.0 million from the previous quarter primarily due to purchases of U.S. Agency securities and State of Texas political subdivision obligations, and from maturities. The underlying investments were adequately diversified among five different types of securities. The portfolio's weighted-average maturity of 396 days decreased from 397 days last quarter. The portfolio yield of 3.93% was 5 basis points below our benchmark 1-year Constant Maturity Treasury Index of 3.98%. Book value approximated market value.

The debt proceeds portfolio balance of \$58.7 million decreased by \$6.7 million due to withdrawals for project payments. The portfolio includes Local Government Investment Pools and a U.S. Agency. The portfolio's weighted-average maturity of 9 days decreased from 15 days from the previous quarter. The portfolio yield of 3.71% was 1 basis point below the benchmark yield for this portfolio, the 4-week Constant Maturity Index of 3.70%. Book value approximated market value.

The investment reports will be on the August 3, 2026, City Council agenda for their review and approval. Please call me if you have any questions about this item.

attachment (as stated above)



CITY OF SHERMAN, TEXAS
INVESTMENT PORTFOLIO SUMMARY
For the Quarter Ending June 30, 2026

Total Portfolio Summary			
	Current Quarter 6/30/2026	Prior Quarter 3/31/2026	Change From Prior Quarter
Book Value	\$ 61,685,673	\$ 60,633,162	\$ 1,052,512
Market Value	\$ 61,570,595	\$ 60,660,083	\$ 910,513
Weighted Average Maturity - Days	396	397	(1)
Weighted Average Yield	3.93%	3.88%	0.05%
Earned Income	\$ 578,077	\$ 486,364	\$ 91,713
Earned Income - Year-to-Date	\$ 1,534,177	\$ 956,100	\$ 578,077

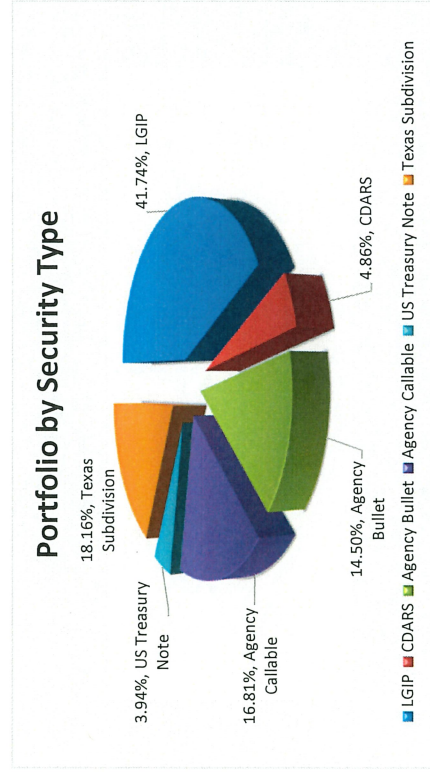
This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

As of June 30, 2026, the City's portfolio had a book value of \$61.7 million and a market value of \$61.6 million. Of this amount, approximately \$25.7 million was held in Local Government Investment Pools (LGIP), \$3 million was held in Certificates of Deposit (CD), \$19.3 million was held in U.S. Agency Securities, \$2.4 million was held in U.S. Treasury Notes and \$11.2 million was held in State of Texas political subdivision obligations.

The portfolio value increased by \$1 million from the previous quarter due to purchases of \$2 million of U.S. Agency Securities and \$1.7 million of State of Texas political subdivision obligations. There were also maturities of \$2 million of U.S. Agency Securities and \$1 million of State of Texas political subdivision obligations.

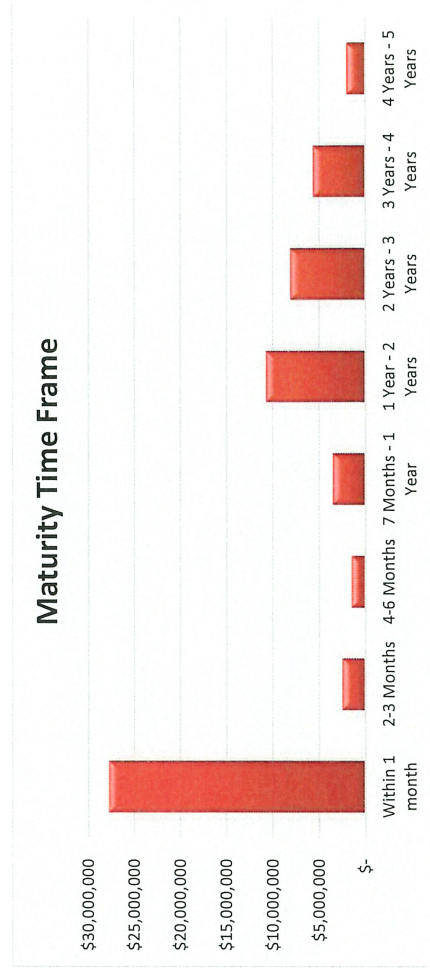
The weighted average yield of the portfolio was 3.93%, which is 5 basis points lower than the 1-year Constant Maturity Treasury Index of 3.98%, and 5 basis points higher than the previous quarter.

The weighted average maturity of the portfolio decreased from 397 days at March 31, 2026, to 396 days at June 30, 2026.



Mary Lawrence

Mary Lawrence, Chief Financial Officer and City of Sherman Investment Officer



Jana Walker

Jana Walker, Controller and City of Sherman Investment Officer

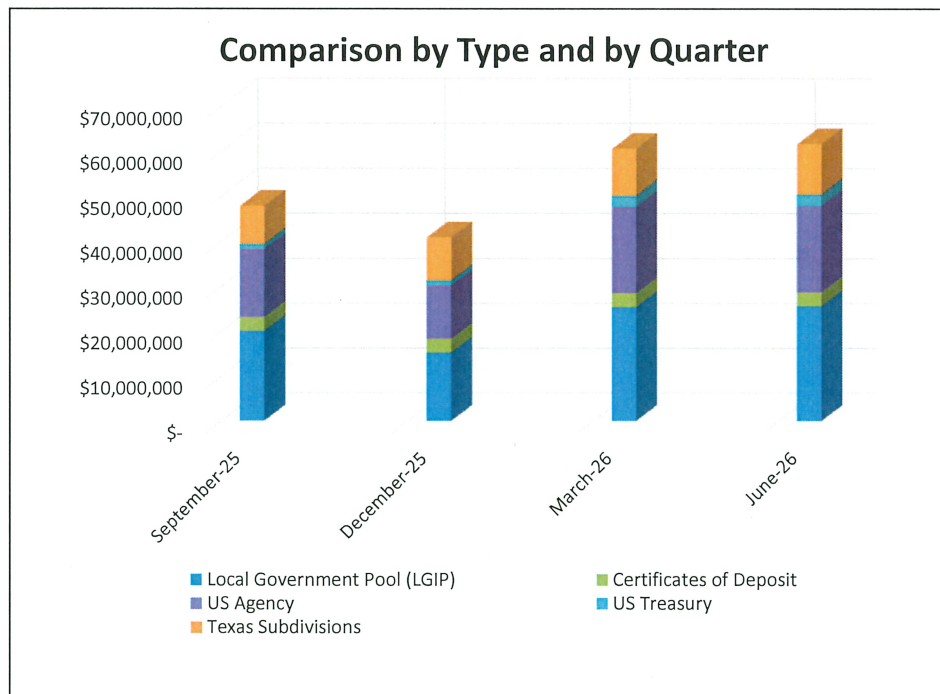
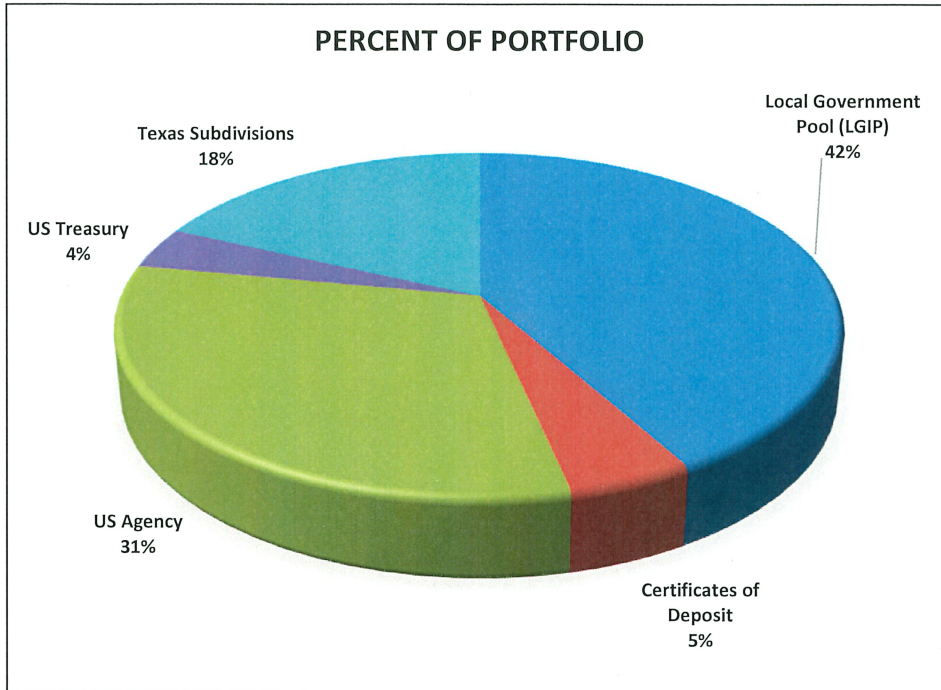
Name/CUSIP	Debt Issuance	Settlement Date	Security Type	Security Description	Maturity Date	Par Value	Purchase Price	Original Cost	Book Value	Market Price	Market Value	Days to Maturity	YTM
TexPool	2023 Certificates of Obligation		LGIP	TexPool	7/1/2026	\$ 16,111,349	100.00	\$ 16,111,349	\$ 15,595,732	100.00	\$ 15,595,732	1	3.64%
TexPool	2024 Certificates of Obligation		LGIP	TexPool	7/1/2026	9,260,482	100.00	9,260,482	9,287,312	100.00	9,287,312	1	3.64%
TexPool Prime	2024 Certificates of Obligation		LGIP	TexPool Prime	7/1/2026	12,094,910	100.00	12,094,910	12,131,390	100.00	12,131,390	1	3.79%
TexPool	2025 Tax Notes		LGIP	TexPool	7/1/2026	1,088,665	100.00	1,088,665	1,088,665	100.00	1,088,665	1	3.64%
TexPool Prime	2025 Certificates of Obligation		LGIP	TexPool Prime	7/1/2026	15,220,289	100.00	15,220,289	14,130,445	100.00	14,130,445	1	3.79%
TexPool	2026 Tax Notes		LGIP	TexPool	7/1/2026	1,554,828	100.00	1,554,828	1,554,828	100.00	1,554,828	1	3.64%
313385J64	2023 Certificates of Obligation	3/2/26	US Agency	FHLBDN	10/7/2026	5,000,000	97.88	4,894,150	4,952,244	98.98	4,949,000	99	3.59%
Total						\$ 60,330,523		\$ 60,224,673	\$ 58,740,616		\$ 58,737,372		

CUSIP	Settlement Date	Security Type	Security Description	CPN Rate	Maturity Date	Credit Rating	Par Value	Purchase Price	Original Cost	Book Value	Market Price	Market Value	Days to Maturity	YTM
TexPool		LGIP	TexPool		7/1/2026	AAAm	\$ 5,054,142	100.00	\$ 5,054,142	\$ 5,054,142	100.00	\$ 5,054,142	1	3.64%
TexPool Prime		LGIP	TexPool Prime		7/1/2026	AAAm	9,100,220	100.00	9,100,220	9,100,220	100.00	9,100,220	1	3.79%
TexStar		LGIP	TexSTAR		7/1/2026	AAAm	8,891,561	100.00	8,891,561	8,891,561	100.00	8,891,561	1	3.62%
LOGIC		LGIP	LOGIC		7/1/2026	AAAm	2,020,695	100.00	2,020,695	2,020,695	100.00	2,020,695	1	3.76%
TexPool ARPA		LGIP	TexPool ARPA		7/1/2026	AAAm	678,119	100.00	678,119	678,119	100.00	678,119	1	3.64%
CDARS 1031524233	07/16/25	CDARS	Bank of Texas	4.01%	7/16/2026		2,000,000	100.00	2,000,000	2,000,000	100.00	2,000,000	16	4.09%
CDARS 1032488192	1/2/2026	CDARS	Bank of Texas	3.42%	12/30/2025		1,000,000	100.00	1,000,000	1,000,000	100.00	1,000,000	548	3.48%
537096Z21	01/19/24	Texas Subdivision	Little Elm TX ISD	0.00%	8/15/2026	AA+	480,000	89.228	428,294	477,487	99.48	477,494	46	4.50%
876448DY4	01/24/23	Texas Subdivision	Tarrant Tx Regl Water Dist	0.75%	9/1/2026	AA	400,000	89.195	356,780	398,034	99.45	397,788	63	4.00%
4637778E5	02/07/23	Texas Subdivision	Irving Tx Table	1.47%	9/15/2026	AA	600,000	91.000	549,467	596,755	99.47	598,832	77	4.18%
3133ERP96	12/24/24	Agency Bullet	FFCB	4.25%	9/24/2026	AA+	1,000,000	99.954	999,540	999,939	100.07	1,000,670	86	4.28%
313385J80	02/02/26	Agency Bullet	FHLBDN	0.00%	10/9/2026	AA+	1,500,000	97.610	1,464,154	1,485,633	98.96	1,484,385	101	3.57%
CJT9	02/02/24	US Treasury Note	US Treasury	4.00%	1/15/2027	AA+	1,000,000	99.585	995,703	999,204	100.01	1,000,080	199	4.16%
3133ET6T9	01/20/26	Agency Callable	FFCB	3.60%	4/9/2027	AA+	1,500,000	100.000	1,500,000	1,500,000	99.63	1,494,465	283	3.60%
3133EWT8	06/15/26	Agency Bullet	FFCB	4.00%	6/15/2027	A+	1,000,000	100.020	1,000,194	1,000,186	99.90	999,020	350	3.98%
798765MK6	03/26/25	Texas Subdivision	San Marcos TX	1.24%	8/15/2027	AA	500,000	93.580	467,910	484,870	96.88	484,415	411	4.09%
1164753A0	01/24/24	Texas Subdivision	Brownsville TXD USR	1.48%	9/1/2027	AA+	1,210,000	90.040	1,089,484	1,170,881	96.87	1,172,115	428	4.50%
429335NL2	03/20/26	Texas Subdivision	Hidalgo County TX Drain Dist #1	3.84%	9/1/2027	AA-	1,500,000	99.982	1,499,730	1,499,782	99.67	1,495,065	428	3.85%
NUM0	03/26/25	Agency Bullet	FHLB	1.55%	9/15/2027	AA+	1,500,000	94.250	1,413,717	1,457,781	97.01	1,455,165	442	4.02%
9CS1	01/20/26	Texas Subdivision	TXSGEN	1.612%	2/1/2028	AA+	935,000	96.140	898,909	906,809	96.09	898,442	581	3.60%
052404QJ2	02/06/25	Texas Subdivision	Austin Texas Community College Dist	1.58%	2/1/2028	AA+	800,000	92.453	739,624	767,931	95.97	767,744	581	4.30%
WSY9	01/03/25	Agency Bullet	FAMCA	4.36%	3/3/2028	AA+	1,000,000	100.000	1,000,000	1,000,000	100.24	1,002,350	612	4.36%
TBA4	03/27/25	Agency Bullet	FFCB	3.88%	3/27/2028	AA+	1,000,000	99.870	998,738	999,267	99.43	994,280	636	3.92%
CBZ3	03/24/26	US Treasury Note	US Treasury	1.25%	4/30/2028	AA+	1,500,000	94.707	1,420,598	1,430,681	94.91	1,423,590	670	3.90%
5XT3	07/10/24	Texas Subdivision	Denison TX ISD	2.02%	8/1/2028	AAA	975,000	91.204	889,239	931,034	95.66	932,724	763	4.41%
3130B9SJ0	03/11/26	Agency Bullet	FHLMC	3.85%	9/11/2028	AA+	1,000,000	100.000	1,000,000	1,000,000	99.22	992,210	804	3.85%
9YN4	03/25/26	Agency Callable	FHLB	4.00%	9/25/2028	AA+	1,000,000	100.000	1,000,000	1,000,000	99.54	995,440	818	4.00%
3134HBDW8	03/27/25	Agency Callable	FHLMC	4.30%	9/27/2028	AA+	1,370,000	99.900	1,368,630	1,369,123	99.76	1,366,767	820	4.33%
68C7	02/06/25	Texas Subdivision	DFW TX Intl Aprt Rev	1.93%	11/1/2028	A1	430,000	91.660	394,138	407,576	94.75	407,434	855	4.48%
04R7	02/22/24	Agency Callable	FHLB	4.65%	2/16/2029	AA+	1,000,000	100.000	1,000,000	1,000,000	99.99	999,850	962	4.65%
3130B04R7	03/23/26	Agency Callable	FHLMC	4.00%	3/23/2029	AA+	1,000,000	100.000	1,000,000	1,000,000	99.09	990,900	997	4.00%
3134HCB65	05/14/26	Agency Callable	FHLB	4.15%	5/14/2029	AA+	1,000,000	100.000	1,000,000	1,000,000	99.37	993,710	1,049	4.15%
ANA1	06/18/26	Texas Subdivision	Texas St A&M Univ Revenues	1.73%	5/15/2029	AAA	435,000	93.288	405,803	406,137	93.14	405,137	1,050	4.20%
88213ARS6	02/06/25	Texas Subdivision	Downtown Dallas TA	0.00%	8/15/2029	A+	2,100,000	81.690	1,715,448	1,834,425	86.59	1,818,327	1,142	4.52%
9AV0	06/18/26	Texas Subdivision	Leander TX ISD	0.00%	8/15/2029	AAA	1,500,000	87.700	1,315,455	1,317,403	87.28	1,309,245	1,142	4.20%
521841D94	01/02/25	Agency Bullet	FFCB	4.38%	1/2/2030	AA+	1,000,000	100.000	1,000,000	1,000,000	100.24	1,002,410	1,282	4.38%
3133ERR29	02/07/25	Agency Callable	FHLB	4.50%	2/7/2030	AA+	1,500,000	100.000	1,500,000	1,500,000	99.79	1,496,865	1,318	4.50%
4WP2	01/21/26	Agency Callable	FHLMC	4.03%	10/21/2030	AA+	1,000,000	100.000	1,000,000	1,000,000	98.82	988,200	1,574	4.03%
3134HCPY9	01/20/26	Agency Callable	FHLB	3.82%	1/17/2031	AA+	1,000,000	100.000	1,000,000	1,000,000	98.27	982,740	1,662	3.82%
3130B9R6														
Total							\$ 62,479,737		\$ 61,156,292	\$ 61,685,673		\$ 61,570,595		

CUSIP	Settle Date	Security Description	Maturity Date	Market Value 3/31/2026	Change in Market Value	Market Value 6/30/2026
TexPool		TexPool		\$ 5,008,514	\$ 45,628	\$ 5,054,142
TexPool Prime		TexPool Prime		\$ 9,014,753	85,467	\$ 9,100,220
TexStar		TexStar		8,811,821	79,740	\$ 8,891,561
LOGIC		LOGIC		2,001,870	18,825	\$ 2,020,695
TexPool ARPA		TexPool ARPA		671,997	6,122	\$ 678,119
CDARS 1031524233		Bank of Texas	7/16/2026	2,000,000	-	\$ 2,000,000
CDARS 1032488192		Bank of Texas	12/30/2027	1,000,000	-	\$ 1,000,000
313385VA1	9/23/2025	FHLBDN	4/2/2026	999,800	(999,800)	\$ -
5977833U1	10/15/2025	Midland TX ISD	5/1/2026	1,000,880	(1,000,880)	\$ -
3130AMMJ8	6/6/2021	FHLB	6/9/2026	995,690	(995,690)	\$ -
5370962Z1	1/19/2024	Little Elm TX ISD	8/15/2026	472,930	4,565	\$ 477,494
876448DY4	1/24/2023	Tarrant Tx Regl Water Dist	9/1/2026	394,992	2,796	\$ 397,788
4637778E5	2/7/2023	Irving Tx Table	9/15/2026	593,826	3,006	\$ 596,832
3133ERP96	12/24/2024	FFCB	9/24/2026	1,002,040	(1,370)	\$ 1,000,670
313385J80	2/2/2026	FHLBDN	10/9/2026	1,471,365	13,020	\$ 1,484,385
91282CJT9	2/2/2024	US Treasury	1/15/2027	1,001,970	(1,890)	\$ 1,000,080
3133ET6T9	1/20/2026	FFCB	4/9/2027	1,497,600	(3,135)	\$ 1,494,465
798765MK6	3/26/2025	San Marcos TX	8/15/2027	482,780	1,635	\$ 484,415
1164753A0	1/24/2024	Brownsville TXD USR	9/1/2027	1,168,025	4,090	\$ 1,172,115
429335NL2	3/20/2026	Hidalgo County TX Drain Dist #1	9/1/2027	1,499,625	(4,560)	\$ 1,495,065
3130ANUM0	3/26/2025	FHLB	9/15/2027	1,452,420	2,745	\$ 1,455,165
882669CS1	1/20/2026	TXSGEN	2/1/2028	896,534	1,907	\$ 898,442
052404QJ2	2/6/2025	Austin Texas Community College Dist	2/1/2028	766,624	1,120	\$ 767,744
31424WSY9	1/3/2025	FAMCA	3/3/2028	1,008,600	(6,250)	\$ 1,002,350
3133ETBA4	3/27/2025	FFCB	3/27/2028	999,620	(5,340)	\$ 994,280
91282CBZ3	3/24/2026	US Treasury	4/30/2028	1,423,530	60	\$ 1,423,590
248415XT3	7/10/2024	Denison TX ISD	8/1/2028	934,567	(1,843)	\$ 932,724
3130B9SJ0	3/11/2026	FHLMC	9/11/2028	995,130	(2,920)	\$ 992,210
3130B9YN4	3/25/2026	FHLB	9/25/2028	998,920	(3,480)	\$ 995,440
3134HBDW8	3/27/2025	FHLMC	9/27/2028	1,368,534	(1,767)	\$ 1,366,767
2350368C7	2/6/2025	DFW TX Intl Arpt Rev	11/1/2028	406,896	538	\$ 407,434
3130B04R7	2/22/2024	FHLB	2/16/2029	1,004,240	(4,390)	\$ 999,850
3134HCB65	3/23/2026	FHLMC	3/23/2029	995,310	(4,410)	\$ 990,900
261149AV0	2/6/2025	Downtown Dallas TA	8/15/2029	1,816,080	2,247	\$ 1,818,327
3133ERR29	1/2/2025	FFCB	1/2/2030	1,013,020	(10,610)	\$ 1,002,410
3130B4WP2	2/7/2025	FHLB	2/7/2030	1,506,870	(10,005)	\$ 1,496,865
3134HCPY9	1/21/2026	FHLMC	10/21/2030	992,030	(3,830)	\$ 988,200
3130B96R6	1/20/2026	FHLB	1/17/2031	990,680	(7,940)	\$ 982,740
3130BANA1	5/14/2026	FHLB	5/14/2029	-	993,710	\$ 993,710
88213ARS6	6/18/2026	Texas St A&M Univ Revenues	5/15/2029	-	405,137	\$ 405,137
521841D94	6/18/2026	Leander TX ISD	8/15/2029	-	1,309,245	\$ 1,309,245
3133EWTA8	6/15/2026	FFCB	6/15/2027	1	999,019	\$ 999,020
Total				\$ 60,660,084	\$ 910,512	\$ 61,570,595

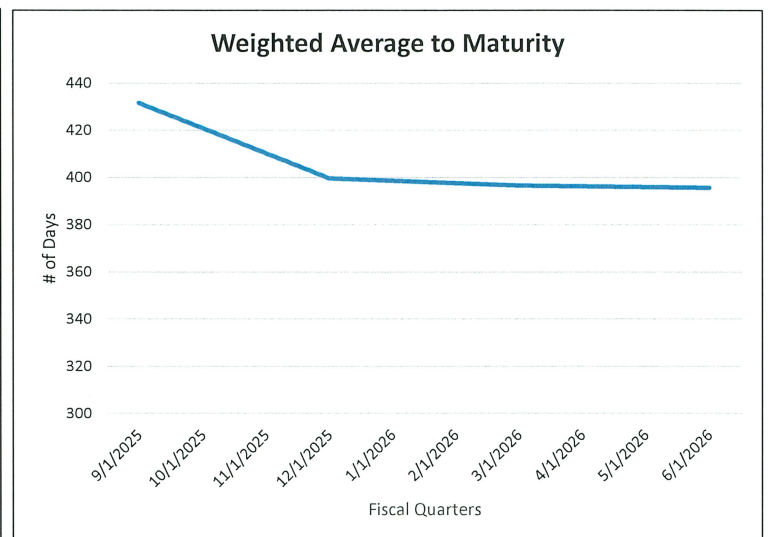
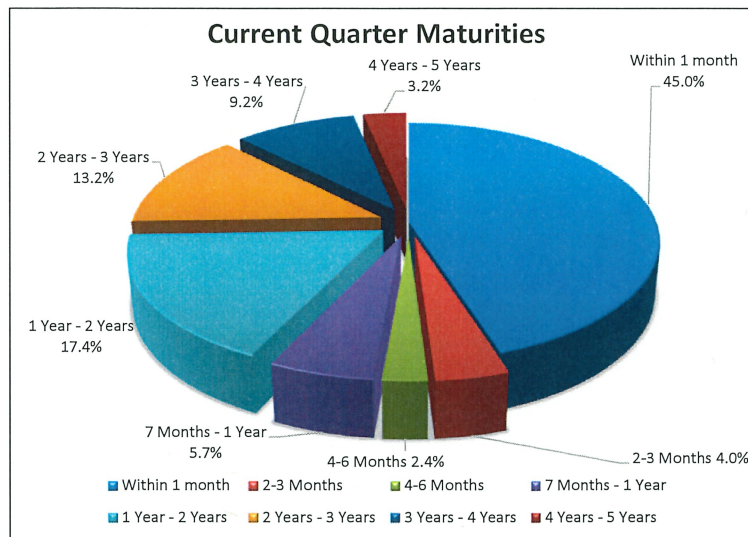
Trade Date	Settle Date	CUSIP	Security Description	Coupon	Maturity Date	Call Date	Par Value	Principal Amount	Interest Purchased/Received	Total Amount	YTM
<u>Maturities, Calls and Withdrawals</u>											
	9/23/2025	313385VA1	FHLBDN	0.00%	4/2/2026		1,000,000	1,000,000	-	1,000,000	3.80%
	10/15/2025	5977833U1	Midland TX ISD	5.00%	5/1/2026		1,000,000	1,000,000	-	1,000,000	3.75%
	6/6/2021	3130AMMJ8	FHLB	1.50%	6/9/2026		1,000,000	1,000,000	7,500	1,007,500	0.40%
<u>Purchases</u>											
	5/14/2026	3130BANA1	FHLB	4.15%	5/14/2029		1,000,000	1,000,000	-	1,000,000	4.15%
	6/15/2026	3133EWTA8	FFCB	4.00%	6/15/2027		1,000,000	1,000,194	-	1,000,194	3.98%
	6/18/2026	88213ARS6	Texas St A&M Univ Revenues	1.73%	5/15/2029		435,000	405,803	(688)	405,115	4.20%
	6/18/2026	521841D94	Leander TX ISD	0.00%	8/15/2029		1,500,000	1,315,455	-	1,315,455	4.20%
<u>Income Payments</u>											
	6/30/2026	TexPool	TexPool		7/1/2026				45,627	45,627	3.64%
	6/30/2026	TexPool Prime	TexPool Prime		7/1/2026				85,467	85,467	3.79%
	6/30/2026	TexStar	TexSTAR		7/1/2026				79,739	79,739	3.62%
	6/30/2026	LOGIC	LOGIC		7/1/2026				18,824	18,824	3.76%
	6/30/2026	TexPool ARPA	TexPool ARPA		7/1/2026				6,123	6,123	3.64%
	6/30/2026	CDARS 1031524233	Bank of Texas		7/16/2026				20,021	20,021	4.09%
	6/30/2026	CDARS 1032488192	Bank of Texas		12/30/2027				8,542	8,542	3.48%
	4/30/2026	3133ET6T9	FFCB		4/9/2027				13,500	13,500	3.60%
	4/30/2026	3134HCPY9	FHLMC		10/21/2030				10,062	10,062	4.03%
	4/30/2026	91282CBZ3	US Treasury		4/30/2028				9,375	9,375	3.90%
	6/30/2026	2350368C7	DFW TX Intl Arpt Rev		11/1/2028				4,154	4,154	4.48%
Total										\$ 308,246	

Cash/Investment Type	Balance 9/30/2025	Balance 12/31/2025	Balance 3/31/2026	Balance 6/30/2026	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	\$ 20,141,094	\$ 15,319,420	\$ 25,508,955	\$ 25,744,737	42%	50.00%
Certificates of Deposit	3,000,000	3,000,000	3,000,000	3,000,000	5%	50.00%
US Agency	15,280,298	12,048,598	19,289,470	19,311,928	31%	50.00%
US Treasury	998,112	998,476	2,420,068	2,429,885	4%	50.00%
Texas Subdivisions	8,490,744	9,555,612	10,414,668	11,199,124	18%	50.00%
Total	\$ 47,910,248	\$ 40,922,105	\$ 60,633,162	\$ 61,685,673	100.00%	

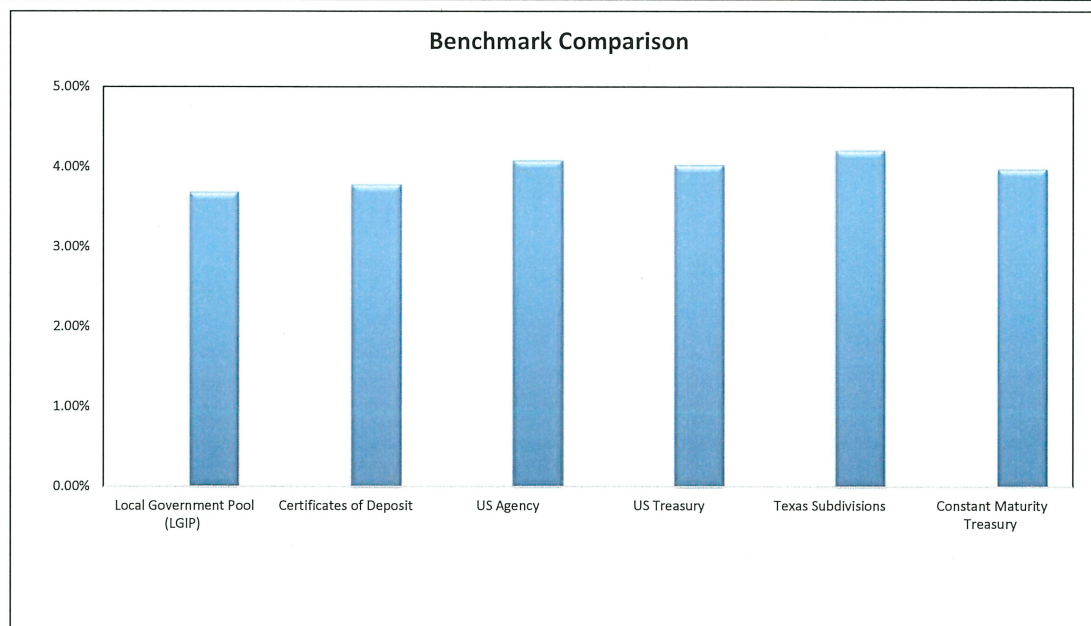


Maturity Time Frame	Balance 9/30/2025	Balance 12/31/2025	Balance 3/31/2026	Balance 6/30/2026	Percent of Portfolio
Within 1 month	\$ 20,141,094	\$ 16,319,420	\$ 26,508,748	\$ 27,744,737	45.0%
2-3 Months	-	1,597,467	2,001,052	2,472,215	4.0%
4-6 Months	2,594,182	2,994,601	4,460,381	1,485,633	2.4%
7 Months - 1 Year	6,417,911	4,448,546	2,471,411	3,499,390	5.7%
1 Year - 2 Years	5,550,265	4,821,088	10,757,210	10,718,001	17.4%
2 Years - 3 Years	7,535,731	5,449,049	8,121,180	8,113,870	13.2%
3 Years - 4 Years	3,171,065	2,791,933	4,313,179	5,651,828	9.2%
4 Years - 5 Years	2,500,000	2,500,000	2,000,000	2,000,000	3.2%
	\$ 47,910,248	\$ 40,922,105	\$ 60,633,162	\$ 61,685,673	100.00%

Liquidity Indicator	Maximum Allowable				
Weighted Average Maturity	431.70	399.69	396.63	395.66	500.00



Date Received/ Purchased	CUSIP	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
6/30/2026	TexPool	TexPool		3.64%	\$ 45,627	\$ -	\$ 45,627
6/30/2026	TexPool Prime	TexPool Prime		3.79%	85,467	-	85,467
6/30/2026	TexStar	TexSTAR		3.62%	79,739	-	79,739
6/30/2026	LOGIC	LOGIC		3.76%	18,824	-	18,824
6/30/2026	TexPool ARPA	TexPool ARPA		3.64%	6,123	-	6,123
6/30/2026	CDARS 1031524233	Bank of Texas	4.01%	4.09%	20,021	-	20,021
6/30/2026	CDARS 1032488192	Bank of Texas	3.42%	3.48%	8,542	-	8,542
4/30/2026	3133ET6T9	FFCB	3.60%	3.60%	13,500	-	13,500
4/30/2026	3134HCPY9	FHLMC	4.03%	4.03%	10,062	-	10,062
4/30/2026	91282CBZ3	US Treasury	1.25%	3.90%	9,375	4,765	14,140
6/30/2026	3130AMMJ8	FHLB	1.50%	0.40%	7,500	(4,625)	2,875
6/30/2026	2350368C7	DFW TX Intl Arpt Rev	1.93%	4.48%	4,154	323	4,477
6/30/2026	3130B04R7	FHLB	4.65%	4.65%	-	11,625	11,625
6/30/2026	261149AV0	Downtown Dallas TA	0.00%	4.52%	-	21,246	21,246
6/30/2026	5370962Z1	Little Elm TX ISD	0.00%	4.50%	-	5,025	5,025
6/30/2026	1164753A0	Brownsville TXD USR	1.48%	4.50%	-	12,831	12,831
6/30/2026	3130B4WP2	FHLB	4.50%	4.50%	-	16,875	16,875
6/30/2026	3133ERR29	FFCB	4.38%	4.38%	-	10,937	10,937
6/30/2026	31424WSY9	FAMCA	4.36%	4.36%	-	10,900	10,900
6/30/2026	3134HBDW8	FHLMC	4.30%	4.33%	-	14,825	14,825
6/30/2026	052404QJ2	Austin Texas Community College C	1.58%	4.30%	-	8,215	8,215
6/30/2026	3133ERP96	FFCB	4.25%	4.28%	-	10,691	10,691
6/30/2026	88213ARS6	Texas St A&M Univ Revenues	1.73%	4.20%	(688)	1,273	585
6/30/2026	521841D94	Leander TX ISD	0.00%	4.20%	-	1,948	1,948
6/30/2026	4637778E5	Irving Tx Table	1.47%	4.18%	-	5,942	5,942
6/30/2026	91282CJT9	US Treasury	4.00%	4.16%	-	10,364	10,364
6/30/2026	3130BANA1	FHLB	4.15%	4.15%	-	3,458	3,458
6/30/2026	798765MK6	San Marcos TX	1.24%	4.09%	-	4,912	4,912
6/30/2026	3130ANUM0	FHLB	1.55%	4.02%	-	14,547	14,547
6/30/2026	876448DY4	Tarrant Tx Regl Water Dist	0.75%	4.00%	-	3,749	3,749
6/30/2026	3130B9YN4	FHLB	4.00%	4.00%	-	10,000	10,000
6/30/2026	3134HCB65	FHLMC	4.00%	4.00%	-	10,000	10,000
6/30/2026	3133EWTA8	FFCB	4.00%	3.98%	-	1,659	1,659
6/30/2026	3133ETBA4	FHLBDN	3.88%	3.92%	-	9,793	9,793
6/30/2026	429335NL2	Hidalgo County TX Drain Dist #1	3.84%	3.85%	-	14,443	14,443
6/30/2026	3130B9SJ0	FHLMC	3.85%	3.85%	-	9,625	9,625
6/30/2026	3130B96R6	FHLB	3.82%	3.82%	-	9,550	9,550
6/30/2026	313385VA1	FHLBDN	0.00%	3.80%	-	207	207
6/30/2026	5977833U1	Midland TX ISD	5.00%	3.75%	-	3,254	3,254
6/30/2026	882669CS1	TXSGEN	1.61%	3.60%	-	8,211	8,211
6/30/2026	313385J80	FHLBDN	0.00%	3.57%	-	13,061	13,061
6/30/2026	248415XT3	Denison TX ISD	2.02%	4.41%		10,202	10,202
					\$ 308,246	\$ 269,831	\$ 578,077





CITY OF SHERMAN, TEXAS
DEBT PROCEEDS PORTFOLIO SUMMARY
For the Quarter Ending June 30, 2026

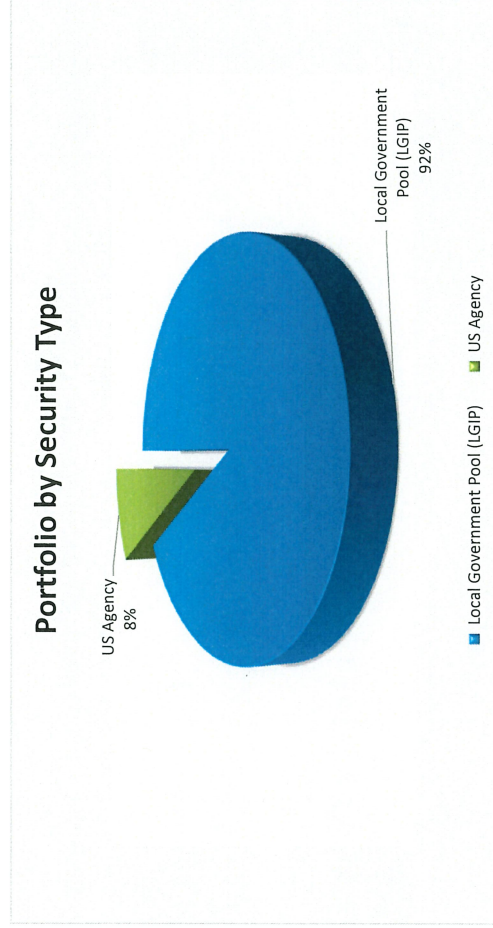
Total Portfolio Summary			
	Current Quarter 6/30/2026	Prior Quarter 3/31/2026	Change From Prior Quarter
Book Value	\$ 58,740,616	\$ 65,401,171	\$ (6,660,555)
Market Value	\$ 58,737,372	\$ 65,398,786	\$ (6,661,414)
Weighted Average Maturity - Days	9	15	(6)
Weighted Average Yield	3.71%	3.75%	-0.04%
Earned Income	\$ 582,825	\$ 659,982	\$ (77,157)
Earned Income - Year-to-Date	\$ 1,983,071	\$ 1,400,246	\$ 582,825

This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

As of June 30, 2026, the City of Sherman's debt proceeds portfolio had a book value of about \$58.7 million, which approximates the market value. Of this amount, \$53.8 million was held in Local Government Investment Pools (LGIP) and \$4.9 million was held in U.S. Agency Securities.

The portfolio value decreased by \$6.6 million from the previous quarter due to draws for project payments of \$7.2 million offset by interest received.

The weighted average yield on the portfolio was 3.71%, 1 basis point above the 4-week Constant Maturity Treasury Index of 3.70%, and 4 basis points below the previous quarter.



Mary Lawrence

Mary Lawrence, Chief Financial Officer and City of Sherman Investment Officer

Jana Walker

Jana Walker, Controller and City of Sherman Investment Officer



CITY OF SHERMAN, TX
Market Value Summary
As of 6/30/2026

CUSIP	Security Type / Description	Maturity Date	Market Value 3/31/2026	Change in Market Value	Market Value 6/30/2026
TexPool 2023 CO	LGIP		\$ 17,565,135	\$ (1,969,403)	\$ 15,595,732
TexPool 2024 CO	LGIP		9,203,468	83,844	9,287,312
TexPool Prime 2024 CO	LGIP		12,017,454	113,936	12,131,390
TexPool 2025 Tax notes	LGIP		1,078,837	9,828	1,088,665
TexPool Prime 2025 CO	LGIP		18,969,824	(4,839,379)	14,130,445
TexPool 2026 Tax notes	LGIP		1,658,518	(103,690)	1,554,828
313385J64 - FHLBDN 2023 CO	US Agency	10/7/2026	4,905,550	43,450	4,949,000
Total			\$ 65,398,786	\$ (6,661,414)	\$ 58,737,372



CITY OF SHERMAN, TX
Investment Transaction Report
As of 6/30/2026

Total	\$	538,516
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CITY OF SHERMAN, TX
Comparison by Type
As of 6/30/2026

Cash / Investment Type	Balance 9/30/2025	Balance 12/31/2025	Balance 3/31/2026	Balance 6/30/2026	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	\$ 71,046,444	\$ 68,427,514	\$ 60,493,236	\$ 53,788,372	91.57%	100.00%
US Agency	5,992,857	5,000,000	4,907,935	4,952,244	8.43%	100.00%
US Treasury	-	-	-	-	0.00%	100.00%
Total	\$ 77,039,301	\$ 73,427,514	\$ 65,401,171	\$ 58,740,616	100.00%	



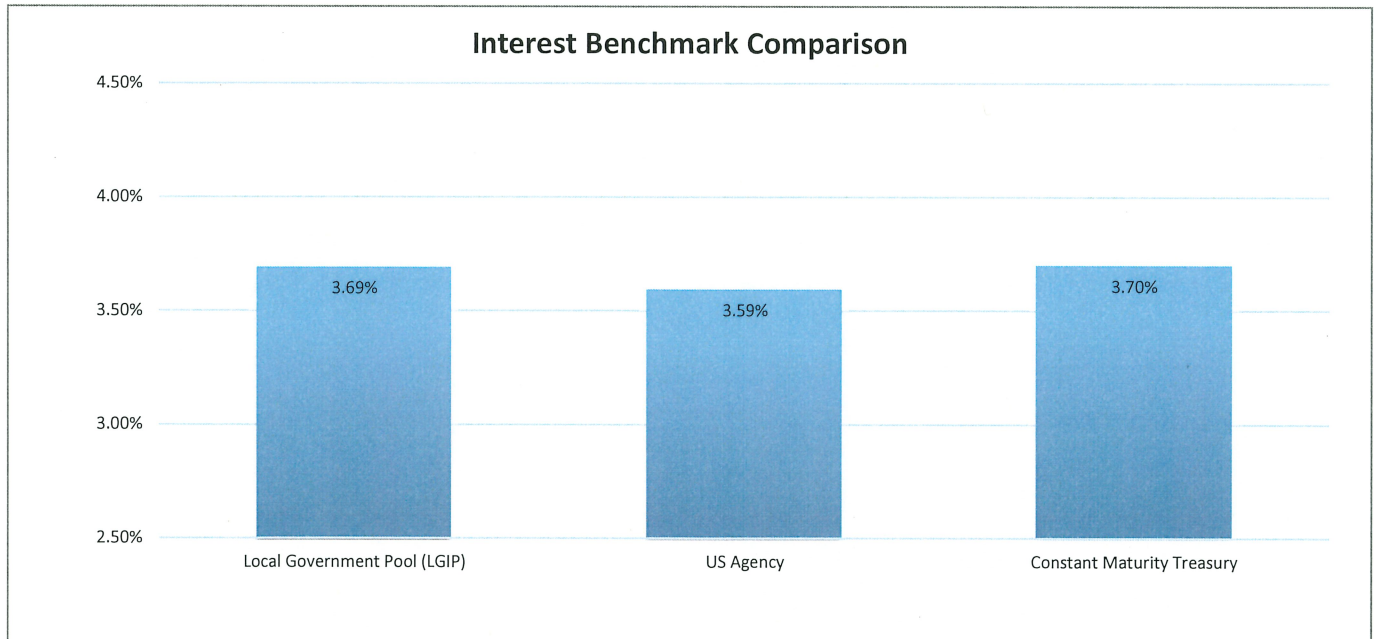
CITY OF SHERMAN, TX
Portfolio by Maturity
As of 6/30/2026

Maturity Time Frame	Balance 9/30/2025	Balance 12/31/2025	Balance 3/31/2026	Balance 6/30/2026	Percent of Portfolio	Maximum Allowable
Within 1 month	\$ 77,039,301	\$ 68,427,514	\$ 60,493,236	\$ 53,788,372	91.6%	100%
2 months - 1 year	-	5,000,000	4,907,935	4,952,244	8.4%	
1 year - 2 years	-	-	-	-	0.0%	
2 years - 3 years	-	-	-	-	0.0%	
3 years - 4 years	-	-	-	-	0.0%	
	\$ 77,039,301	\$ 73,427,514	\$ 65,401,171	\$ 58,740,616		

Liquidity Indicator

Weighted Average Maturity	1.70	8.97	15.18	9.26
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Date Received/ Purchased	Name	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
4/30/2026	Texpool 2023 CO	LGIP		3.66%	\$ 52,701	\$ -	\$ 52,701
4/30/2026	Texpool 2024 CO	LGIP		3.66%	27,675	-	27,675
4/30/2026	Texpool Prime 2024 CO	LGIP		3.80%	37,523	-	37,523
4/30/2026	TexPool 2025 Tax Notes	LGIP		3.66%	3,244	-	3,244
4/30/2026	TexPool Prime 2025 CO	LGIP		3.80%	58,935	-	58,935
4/30/2026	Texpool 2026 Tax Notes	LGIP		3.66%	4,963	-	4,963
5/31/2026	Texpool 2023 CO	LGIP		3.62%	52,419	-	52,419
5/31/2026	Texpool 2024 CO	LGIP		3.62%	28,413	-	28,413
5/31/2026	Texpool Prime 2024 CO	LGIP		3.78%	38,675	-	38,675
5/31/2026	TexPool 2025 Tax Notes	LGIP		3.62%	3,331	-	3,331
5/31/2026	TexPool Prime 2025 CO	LGIP		3.78%	56,496	-	56,496
5/31/2026	Texpool 2026 Tax Notes	LGIP		3.62%	4,757	-	4,757
6/30/2026	Texpool 2023 CO	LGIP		3.65%	48,358	-	48,358
6/30/2026	Texpool 2024 CO	LGIP		3.65%	27,755	-	27,755
6/30/2026	Texpool Prime 2024 CO	LGIP		3.80%	37,737	-	37,737
6/30/2026	TexPool 2025 Tax Notes	LGIP		3.65%	3,253	-	3,253
6/30/2026	TexPool Prime 2025 CO	LGIP		3.80%	47,634	-	47,634
6/30/2026	Texpool 2026 Tax Notes	LGIP		3.65%	4,647	-	4,647
6/30/2026	313385J64 - FHLBDN 2023 CO	US Agency		3.59%	-	44,309	44,309
					\$ 538,516	\$ 44,309	\$ 582,825



2026

Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

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

[illegible]