CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, APRIL 6, 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 CLAY BARNETT

A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 16, 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

National Public Safety Telecommunications Week - April 12-18, 2026

D.2. PROCLAMATION

"Autism Awareness and Acceptance Month" -- April 2026

Public Hearing

E.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6870 (TABLED AT THE MARCH 16, 2026 REGULAR CITY COUNCIL MEETING)

Amending Chapter 13 Of The Code Of Ordinances, Entitled Utilities, Article 13.08 Entitled Utility Billing, at Section 13.08.005, Water Rates; and 13.08.006, Sewer Charges; Revising Rates for Water Service and Sewer Services; Providing A Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of the Caption Hereof.

Close Public Hearing and Consider Adoption of Ordinances

F.1. CLOSE PUBLIC HEARING

Consider Adoption of Ordinance 6870

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

Resolutions

G.1. **** RESOLUTION NO. 7633***
Authorizing Execution of a Professional Services Agreement with Garver, LLC for the WTP Biofouling Mitigation Project

G.2. **** RESOLUTION NO. 7634***
Authorizing Execution of a Professional Services Agreement with LJA Engineering, Inc. for the Dam Emergency Action Plan Inundation Mapping

G.3. **** RESOLUTION NO. 7635***
Authorize Execution of an Agreement between the City of Sherman and Grayson County for Shepherd Rd. Rebuild

G.4. ****RESOLUTION NO. 7636***
Awarding Bids to and Authorizing Execution of Contracts with Multiple Vendors for Annual Finish and Rough Mowing Services

COUNCIL COMMENTS

EXECUTIVE SESSION

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

I.1. **TEX. GOV'T CODE § 551.071**
Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

a) Howe Wastewater

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

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.

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

I.6. **TEX. GOV'T CODE § 551.087**

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

a) Heritage Rach Trial
b) Global Wafers FTZ
c) Silicon Sanda Retail Rebate

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

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

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 Monday, March 30, 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 30th day of March 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	Deputy Mayor	Council Members	
Shawn C. Teamann	Henry Marroquin	Henry Marroquin, Council-At-Large, PL #1	Josh Stevenson, Council – District #2
		Juston Dobbs, Council-At-Large, PL #2	Pamela L. Howeth, Council – District #3
		Clay Barnett, Council – District #1	Daron Holland, Council – District #4

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

People - Quality - Image

ACTION MINUTES

The City Council of the City of Sherman held a regular meeting on Monday, March 16, 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 00:03:03

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

Council Member Present:
Mayor Shawn Teamann
Deputy Mayor Henry Marroquin
Council Member Juston Dobbs
Council Member Pam Howeth
Council Member Daron Holland
Council Member Clay Barnett
Council Member Josh Stevenson

Council Members Absent:
None

A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY MAYOR SHAWN TEAMANN

Bookmarked at 00:03:10

A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 2, 2026.

Bookmarked at 00:04:14

The City Council reviewed the minutes of Regular City Council Meeting of March 2, 2026. Motion by Council Member Dobbs to approve the Minutes. Second by Council Member Holland. All present voted AYE.

Citizen Comments

B.1. CITIZEN COMMENTS

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

Bookmarked at 00:04:38

Consent Agenda

C.1. CONSENT AGENDA

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately
Bookmarked at 00:04:58

Council Member Barnett made a motion to approve items H.2, H.3, I.1, J.1, K.2 & K.3. Second made by Council Member Holland.

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

VOTING NAY: NONE.

MOTION CARRIED.

Proclamations

D.1. PROCLAMATION

"America 250!" – 2026
Bookmarked at 00:05:48

D.2. PROCLAMATION

"American Red Cross Month" - March 2026
Bookmarked at 00:07:29

D.3. PROCLAMATION

"Autism Awareness Month" -- April 2026
Bookmarked at 00:11:22

D.4. PROCLAMATION

Profound Autism Day - March 17, 2026
Bookmarked at 00:12:36

Special Presentation

E.1. SPECIAL PRESENTATION

Special Presentation from Mayor Shawn Teamann
Bookmarked at 00:14:54

Public Hearing

F.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6927

Closing and Abandoning a Portion of a Platted Alley in the City of Sherman, Grayson County, Texas, being more Particularly Described in the Exhibit "A" attached hereto and Made a Part of Hereof for all Purposes, said Alley being Established in Volume 58, Page 245 of Deed Records of Grayson County, Texas
Reading and Introduction - Bookmarked at 00:15:45

F.2. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6928**

Amending Chapter 13 Of The Code Of Ordinances, Entitled (Utilities), Article 13.08, Entitled (Utility Billing), at Sections 13.08.005 and Section 13.08.006, To Revise Rates For Water and Sewer Services; Providing A Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of the Caption Hereof.

Reading and Introduction - Bookmarked at 00:16:40

F.3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6929**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.441 Acres Being Lot 2, Block 4, Turtle Creek North Addition, City Of Sherman, Grayson County, Texas, Located At 2507 Shoreline Drive, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-12 (Single Family Residential) District Zoning Classification, Keith And Janet Armstrong (Owner), Helvey-Wagner Surveying, Inc. (Surveyor), Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date; Finding And Determining That The Meeting At Which This Ordinance Is Passed Was Noticed And Is Open To The Public As Required By Law

Reading and Introduction - Bookmarked at 00:17:18

Close Public Hearing and Consider Adoption of Ordinances

G.1. **CLOSE PUBLIC HEARING**

Consider Adoption of Ordinances 6927, 6928 and 6929.

Bookmarked at 00:18:23

F. 2. ORDINANCE NO. 6928

Amending Chapter 13 Of The Code Of Ordinances, Entitled (Utilities), Article 13.08, Entitled (Utility Billing), at Sections 13.08.005 and Section 13.08.006, To Revise Rates For Water and Sewer Services; Providing A Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of the Caption Hereof.

Bookmarked at 00:18:29

Council Member Stevenson made a motion to table Ordinance 6928. Second made by Council Member Dobbs.

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

VOTING NAY: NONE.
MOTION CARRIED. Item tabled

F. 1 ORDINANCE NO. 6927

Closing and Abandoning a Portion of a Platted Alley in the City of Sherman, Grayson County, Texas, being more Particularly Described in the Exhibit "A" attached hereto and Made a Part of Hereof for all Purposes, said Alley being Established in Volume 58, Page 245 of Deed Records of Grayson County, Texas

Bookmarked at 00:18:49

Council Member Dobbs made a motion to approve Ordinance 6927. Second made by Council Member Holland.

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

VOTING NAY: NONE.
MOTION CARRIED.

F. 4. ORDINANCE NO. 6929

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.441 Acres Being Lot 2, Block 4, Turtle Creek North Addition, City Of Sherman, Grayson County, Texas, Located At 2507 Shoreline Drive, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-12 (Single Family Residential) District Zoning Classification, Keith And Janet Armstrong (Owner), Helvey-Wagner Surveying, Inc. (Surveyor), Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date; Finding And Determining That The Meeting At Which This Ordinance Is Passed Was Noticed And Is Open To The Public As Required By Law

Bookmarked at 00:19:01

Council Member Barnett made a motion to approve Ordinance 6929. Second made by Council Member Stevenson.

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

VOTING NAY: NONE.
MOTION CARRIED.

Resolutions

H.1. RESOLUTION NO. 7630

Awarding Bid to and Authorizing Execution of a Contract with HBA Design Build, LLC based on an Invitation to Bid for the Progress Drive Extension and Tortilla Way.

Bookmarked at 00:19:18

Council Member Barnett made a motion to approve Resolution No. 7630. Second made by Council Member Howeth.

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

VOTING NAY: NONE.
MOTION CARRIED.

H.2. ** RESOLUTION NO. 7631*

Authorizing Execution of a Professional Services Agreement with Wade Trim, Inc. for the Taylor Street, Grand Avenue, Travis Street, Cherry Street, OB Groner Road, Woods Street, Friendship Road, and Fallon Drive Street Maintenance Project

Bookmarked at 00:04:58

Council Member Barnett made a motion to approve items H.2, H.3, I.1, J.1, K.2 & K.3. Second made by Council Member Holland.

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

VOTING NAY: NONE.

MOTION CARRIED.

H.3. ****RESOLUTION NO 7632***

Authorizing the Purchase of a 74 (Seventy-four) Toray Ultrafiltration Membrane Model HFU-2020AN and Associated Couplings from H2O Innovation USA Inc.
Bookmarked at 00:04:58

Council Member Barnett made a motion to approve items H.2, H.3, I.1, J.1, K.2 & K.3. Second made by Council Member Holland.

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

VOTING NAY: NONE.

MOTION CARRIED.

Request to Advertise

I.1. **** REQUEST TO ADVERTISE***

Requesting Authorization to Advertise for Public Bids for a Construction Manager at Risk (CMAR) for Sherman Public Works Fleet Services Facility.
Bookmarked at 00:04:58

Council Member Barnett made a motion to approve items H.2, H.3, I.1, J.1, K.2 & K.3. Second made by Council Member Holland.

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

VOTING NAY: NONE.

MOTION CARRIED.

Change Orders

J.1. **** CHANGE ORDERS***

Authorize Execution of a Change Order with Anderson Fence & Custom Welding LLC for the Animal Services Security Fence and Access Control Project
Bookmarked at 00:04:58

Council Member Barnett made a motion to approve items H.2, H.3, I.1, J.1, K.2 & K.3. Second made by Council Member Holland.

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

VOTING NAY: NONE.

MOTION CARRIED.

Other Business

K.1. **OTHER BUSINESS**

Receive Semi-Annual Report on the Sherman Cultural District
Bookmarked at 00:20:37

K.2. **** OTHER BUSINESS***

Accept Annual Audit Report for the Year Ended September 30, 2025, from Weaver and Tidwell, L.L.P.
Bookmarked at 00:04:58

Council Member Barnett made a motion to approve items H.2, H.3, I.1, J.1, K.2 & K.3. Second made by Council Member Holland.

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

VOTING NAY: NONE.

MOTION CARRIED.

K.3. **** OTHER BUSINESS***

Consider the Request for the 2nd Annual "Sherman Showdown" Food Truck Competition on May 9, 2026
Bookmarked at 00:04:58

Council Member Barnett made a motion to approve items H.2, H.3, I.1, J.1, K.2 & K.3. Second made by Council Member Holland.

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

VOTING NAY: NONE.

MOTION CARRIED.

COUNCIL COMMENTS

Bookmarked at 00:25:14

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:

M.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.

M.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.

M.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.

M.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

M.5. **TEX. GOV'T CODE § 551.076**

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

M.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.

M.7. **TEX. GOV'T CODE § 551.089**

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

The Council reconvenes into General Session

Adjournment

Bookmarked at 00:29:13

Council Member Stevenson made a motion to adjourn the meeting. Second made by Council Member Holland.

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

VOTING NAY: NONE.

MOTION CARRIED.

Mayor Teamann adjourned the meeting at 5:26pm

Tax Payer Impact Statement

P.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

Q.1. 2026 Council Calendar

MAYOR

CITY CLERK OR DESIGNEE

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. C.1.

Meeting Date: 4/6/2026

Prepared By:

Approved By:

Caption:

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

Issue:

G. 1. **** RESOLUTION NO. 7633***
Authorizing Execution of a Professional Services Agreement with Garver, LLC for the WTP Biofouling Mitigation Project

G. 2. **** RESOLUTION NO. 7634***
Authorizing Execution of a Professional Services Agreement with LJA Engineering, Inc. for the Dam Emergency Action Plan Inundation Mapping

G. 3. **** RESOLUTION NO. 7635***
Authorize Execution of an Agreement between the City of Sherman and Grayson County for Shepherd Rd. Rebuild

G. 4. **** RESOLUTION NO. 7636***
Awarding Bids to and Authorizing Execution of Contracts with Multiple Vendors for Annual Finish and Rough Mowing Services

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.1.

Meeting Date: 4/6/2026

Prepared By: Nic Emmons, Assistant Police Chief

Approved By: Zachary Flores, City Manager

Caption:
Proclamation
National Public Safety Telecommunications Week - April 12-18, 2026

Issue:
Telecommunicator Week is April 12 through April 18, 2026, and is an opportunity to honor the men and women who serve the City of Sherman daily through their dedicated service answering and coordinating response to emergency calls.

Background:
Congress dedicated the second week of April as Telecommunicator Week. This year it is April 12 through April 18, 2026, and it is an opportunity to honor the men and women who serve the City of Sherman daily through their dedicated service answering and coordinating response to emergency calls.

Capital Improvement Program:

Origination:
Police-121

Financial Consideration:
No financial consideration

Staff Recommendation:
Recognize Communications Officers

Alternatives:
As directed by council

Attachments:
1. National Public Safety Telecommunicators Week 2026

Sherman
CLASSIC TOWN. BROAD HORIZON

Proclamation

WHEREAS, the Congress of the United States established the second week of April as National Public Safety Telecommunicators Week, and

WHEREAS, the City of Sherman considers the services of the Sherman Communications Officers to be vital to the interest of the community, and

WHEREAS, emergencies can occur at any time that require police, fire or emergency medical services, and

WHEREAS, when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property, and

WHEREAS, the safety of our emergency responders is dependent upon the quality and accuracy of information obtained from citizens who contact the Sherman Police Department's Communication Center, and

WHEREAS, the Sherman Communications Officers are the initial, critical contact our citizens have with emergency services, and

WHEREAS, Sherman Communications Officers are the single vital link for our police officers and fire personnel by monitoring their activities by radio, providing them with information, and ensuring their safety, and

WHEREAS, each Sherman Communications Officer has exhibited compassion, understanding and professionalism during the performance of their job.

NOW THEREFORE, I, Shawn Teamann, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim April 12 through 18, 2026

NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

in the City of Sherman and urge all citizens to honor the women and men whose diligence and professionalism keep the City of Sherman and our citizens safe.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 6th day of April, 2026.

_____
Mayor

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.2.

Meeting Date: 4/6/2026

Prepared By: Teri Fine, Assistant to the City Manager

Approved By:

Caption:
PROCLAMATION
"Autism Awareness and Acceptance Month" -- April 2026

Issue:
To present a proclamation recognizing Autism awareness among children and adults.

Background:
Autism Spectrum Disorder is a lifelong developmental condition that influences how individuals experience the world, bringing unique perspectives and invaluable strengths to the community of Sherman

Capital Improvement Program:

Origination:
Prince ABA Consulting
The Nate Project

Financial Consideration:
There is no financial consideration.

Staff Recommendation:
It is the recommendation of the staff that the City Council present a proclamation for "Autism Awareness and Acceptance Month."

Alternatives:
The Council could choose not to present the proclamation.

Attachments:
1. Autism Awareness and Acceptance Month 2026

Sherman
CLASSIC TOWN. BROAD HORIZON

Proclamation

WHEREAS; Autism Spectrum Disorder is a lifelong developmental condition that influences how individuals experience the world, bringing unique perspectives and invaluable strengths to the community of Sherman, and

WHEREAS; the City of Sherman recognizes that neurodiversity is a natural part of the human experience, and our city is made stronger when we embrace different ways of thinking, learning, and communicating, and

WHEREAS; local organizations like ***Prince ABA Consulting*** are instrumental in providing the evidence-based resources and professional advocacy that empower individuals with Autism to reach their full potential, and

WHEREAS; ***The Nate Project*** continues to serve a vital role by providing Augmentative and Alternative Communication (AAC) devices, ensuring that children in Sherman with communication challenges have the tools they need to find their voice, and

WHEREAS; the families and caregivers in our city provide the unwavering support and advocacy necessary to ensure their loved ones receive the dignity, education, and care they deserve, and

WHEREAS; Sherman remains dedicated to being a leader in North Texas by fostering an environment of inclusion and supporting initiatives that enhance the quality of life for all our neurodivergent neighbors

NOW THEREFORE, I, Shawn Teamann, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim April 2026

AUTISM AWARENESS AND ACCEPTANCE MONTH

in the City of Sherman and ask all to celebrate the talents of individuals on the spectrum and to work together to build a community where every resident is valued and included

GIVEN under my hand and the Official Seal of the City of Sherman, Texas, this sixth day of April 2026

_____
Mayor

ATTEST:

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.1.

Meeting Date: 4/6/2026

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By:

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6870 (TABLED AT THE MARCH 16, 2026 REGULAR CITY COUNCIL MEETING)

Amending Chapter 13 Of The Code Of Ordinances, Entitled Utilities, Article 13.08 Entitled Utility Billing, at Section 13.08.005, Water Rates; and 13.08.006, Sewer Charges; Revising Rates for Water Service and Sewer Services; Providing A Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of the Caption Hereof.

Issue:

Amending Chapter 13 of the Code of Ordinances To Revise Rates for Water and Sewer Services

Background:

The City has completed several water and sewer expansion and improvement projects to meet increased demand, primarily from industrial users. Actual water and sewer usage by these superusers has been lower than originally projected. As a result, Willdan Financial Services, the city's utility rate consultant, has prepared an updated rate study to adjust superuser rates to ensure adequate funding for debt service on these projects in FY 2026. The rate study will be comprehensively updated for FY 2027 and the subsequent four years at the June budget workshop, at which time rates for all customer classes will be evaluated.

Capital Improvement Program:

Origination:

City Manager

Financial Consideration:

Revenue generated by these rate increases is expected to be sufficient to cover operating expenses and debt service for FY 2026.

Staff Recommendation:

Staff recommends adoption of the rates as presented effective April 1, 2026.

Alternatives:

No viable alternatives exist as the rate change is necessary to cover reasonable operating and maintenance costs, the reserve fund and loan or bond debt service expenditures associated with the utility services

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Attachments:

1. Article 13.08 - APR2026 Final Ordinance (ID 499153)

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 13 (UTILITIES), ARTICLE 13.08 (UTILITY BILLING), SECTION 13.08.005 (WATER RATES), AND SECTION 13.08.006 (SEWER CHARGES); MODIFYING CERTAIN RATES AND CHARGES FOR WATER SERVICE AND SEWER SERVICE; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF $500, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") seeks to operate its centralized municipal water and wastewater/sewer system in an effective, efficient and financially prudent manner; and

WHEREAS, Section 552.001 of the Texas Local Government Code authorizes a city-owned utility to operate and regulate the utility in a manner that "protects the interests" of the city; and

WHEREAS, Section 13.042 of the Texas Water Code authorizes the City Council to set rates that generally cover reasonable operating and maintenance costs of a utility system, reserve fund and any loan or bond debt service expenditures so long as rates set are "fair, just and reasonable"; and

WHEREAS, although Texas law provides no specific procedure a city must follow to modify its utility rates, the City of Sherman has retained a qualified, third-party consulting firm to conduct multiple rate studies over the course of several years to assess the costs and resources necessary to operate and maintain the City-owned utility system; and

WHEREAS, based on the results of the consulting firm's most recent rate study dated March 11, 2026, the City Council finds that it is financially prudent to increase certain water and sewer rates to cover reasonable operating and maintenance costs, the reserve fund and loan or bond debt service expenditures associated with the utility services provided by the City; and

WHEREAS, the City Council therefore finds that it is necessary and proper for the good government, peace or order of the City to amend Chapter 13 (Utilities) of the Code of Ordinances of the City of Sherman, Texas ("Code of Ordinances") for the purpose of modifying certain rates and charges for water service and sewer service.

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

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

SECTION 2: Amendment to the Code of Ordinances, Chapter 13 (Utilities). Chapter 13, Article 13.08, Sections 13.08.005 and 13.08.006 of the Code of Ordinances are amended as follows[1]:

"**Sec. 13.08.005 Water rates**

(a) Water furnished by the City to a customer, other than any customer who dwells or resides in a multiunit dwelling within the city limits, shall be charged at the following rates effective on ~~the commencement of the City's fiscal year beginning~~ ***April 1, 2026*** ~~October 1, 2025~~, for the first fifteen hundred (1,500) gallons of water used according to meter size and unit of measurement of the meter register:

Meter Sizes (in inches)	**Minimum Monthly Amount** ~~**Oct 1, 2025**~~ ***April 1, 2026***
5/8 or 3/4	$26.91
1	$53.10
1-1/2	$106.69
2	$181.78
3	$396.29
4	$696.57
6	$1,554.59
8	$3,767.73
10	$7,535.46
12 and larger	~~$15,070.91~~ ***$560,000.00***

For purposes of ~~this Subsection~~ ***Section 13.08.005***(a), if a customer has two or more meters each of which is in excess of ~~6~~ ***8*** inches serving the same property, lot, or parcel of land, the meters will be aggregated for purposes of determining the meter size and the minimum monthly amount.

(b) Volume Charge:

(1) …

(2) For purposes of ~~Subsection~~ ***Section 13.08.005***(b), if a customer has two or more meters each of which is in excess of ~~6~~ ***8*** inches serving the same property, lot, or parcel of land, the number of gallons consumed at the multiple meters will be

[1] Deletions are evidenced by ~~strikethrough~~; additions are *italicized*.

aggregated for purposes of determining the total number of gallons and the rate per 1,000 gallons.

…

Sec. 13.08.006 Sewer ~~charges~~ *rates*

(a) All persons using the sanitary sewer system and lines of the city shall be charged as follows:

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

Meter Size	**Minimum *Monthly Amount* ~~Charge~~, whether 1,500 Gallons of Water are Used ~~Oct 1, 2025~~** **Amount**
~~First 1,500 gallons of water used~~ ***Water meters smaller than 12”***	$10.73
Water Meters 12” and larger	***$400,000.00***

For purposes of Section 13.08.006(a), if a customer has two or more meters each of which is in excess of 8 inches serving the same property, lot, or parcel of land, the size of the meters will be aggregated for purposes of determining the meter size and the minimum monthly amount.

(2) Volume charge.

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

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

For residential customers, the maximum sewer charge will be $44.93 per residential dwelling unit.

(B) Commercial. For commercial customers, except for multiunit dwelling complexes with one or more master meters, the charge for sewer is based on all water consumed in excess of the minimum fifteen hundred (1,500) gallons and shall be billed at a rate as follows:

Gallons	Rate per 1,000 Gallons
1,500 – 100,000 gallons	$ 4.56

100,001 – 500,000 gallons	$ 5.81
500,001 – 10,000,000 gallons	$ 7.06
10,000,001 – Above	$ 12.00

For purposes of Section 13.08.006(b), if a customer has two or more meters each of which is in excess of 8 inches serving the same property, lot, or parcel of land, the number of gallons consumed at the multiple meters will be aggregated for purposes of determining the total number of gallons and the rate per 1,000 gallons.

…"

SECTION 3: Open Meeting. The meeting at which this Ordinance was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

SECTION 4: Penalty. Any person, firm, corporation or business entity violating this Ordinance or the Code of Ordinances shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding Five Hundred Dollars ($500.00) or the highest amount allowed under applicable law. A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. Allegation and evidence of a culpable mental state is not required for proof of any offense defined in this Ordinance. The penal provisions imposed under this Ordinance shall not preclude Sherman from filing suit to enjoin the violation. Sherman retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 5: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 6: Repealing/Savings. The Code of Ordinances shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this ___ 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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.1.

Meeting Date: 4/6/2026

Prepared By:

Approved By:

Caption:
Close Public Hearing
Consider Adoption of Ordinance 6870

Issue:

E. 1. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6870 (TABLED AT THE MARCH 16, 2026 REGULAR CITY COUNCIL MEETING)** Amending Chapter 13 Of The Code Of Ordinances, Entitled Utilities, Article 13.08 Entitled Utility Billing, at Section 13.08.005, Water Rates; and 13.08.006, Sewer Charges; Revising Rates for Water Service and Sewer Services; Providing A Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of the Caption Hereof.

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.1.

Meeting Date: 4/6/2026

Prepared By: Travis Overturf, Senior Civil Engineer

Approved By: Zachary Flores, City Manager

Caption:
**** RESOLUTION NO. 7633***
Authorizing Execution of a Professional Services Agreement with Garver, LLC for the WTP Biofouling Mitigation Project

Issue:
To consider a Professional Service Agreement with Garver, LLC for the WTP Biofouling Mitigation Project

Background:
This contract includes professional services necessary for final design, bidding, and construction inspections for the full-scale demonstration testing of chlorine dioxide generation and feed at the peroxidation basins, and chloramine addition prior to reverse osmosis (RO) trains.

The Texas Commission on Environmental Quality (TCEQ) requires that when a change to a disinfection system or method occurs, a successful pilot testing period has to be undertaken before permanent incorporation. The scope of work established herein will remove the aforementioned pilot design from previous-completed design work on a future water plant and tailor it to a new stand-alone project.

Capital Improvement Program:
26-019

Origination:
Engineering Department

Financial Consideration:
The required funding of $126,381.00 for this contract was previously budgeted through GTUA.

Staff Recommendation:
It is recommended that the agreement for professional services with Garver, LLC for the WTP Biofouling Mitigation Project be approved.

Alternatives:
As may be directed by City Council

Attachments:

1. Resolution No. 7633
2. PSA - Sherman WTP Biofouling Mitigation Pilot Project
3. Project Location

RESOLUTION NO. 7633

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

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

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TX on this the 6th day of April 2026.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
TERI FINE, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

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

BY: _____
NAME: _____
CITY ATTORNEY

AGREEMENT

BETWEEN

THE CITY OF SHERMAN, TEXAS AND

GARVER, LLC

FOR

PROFESSIONAL SERVICES

Made as of the_____day of_____, 2026:

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

and Consultant: **Garver, LLC**
3000 Internet Blvd
Suite 400
Frisco, Texas 75034
Telephone: (972) 377-7480
Facsimile: (972) 377-8380

for the following Project: **WTP Biofouling Mitigation Project**

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

WHEREAS, City desires to engage Consultant to provide professional services for the Sherman WTP Full Scale Oxidant Test Project (Consultant project number 2502890) ("Project"); and

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

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

ARTICLE 1
CONSULTANT'S SERVICES

1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.

1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes ("Scope of Services"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of a written amendment to this Agreement, may be authorized from time to time by City ("Amendment").

1.2.1 **Requirement of Written Amendment** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Amendment by the Sherman Director of Engineering or designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Amendment requiring additional funding of $50,000 or more of the original contract amount shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Amendment.

1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN AMENDMENT ISSUED BY THE CITY**.

1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Engineering Budget Summary, attached hereto as **Exhibit B** and incorporated herein by reference for all purposes.

1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

ARTICLE 2
CITY'S RESPONSIBILITIES

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

2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.

2.2 **City Project Manager** – When necessary in City's sole discretion, City shall designate a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant's Services.

ARTICLE 3
CONSULTANT'S COMPENSATION

3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a Lump Sum basis in an amount not to exceed **One Hundred Twenty-Six Thousand, Three Hundred Eighty-One Dollars ($126,381)** and (b) for Special Services, in an amount not to exceed **Zero Dollars ($0.00)** (collectively, "Consultant's Fee"); and (c) paid in accordance with this Article 3 and the Project Engineering Budget Summary as set forth in **Exhibit B**.

3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.

3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement.

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

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

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

3.1.4.1 **Submission of Construction Documents to TDLR** – Consultant shall mail, ship or hand-deliver the Construction Documents to TDLR not later than five (5) calendar days after Consultant issues the Construction Documents for the Project.

3.1.4.2 **Completion of Registration Form to TDLR** – Consultant shall complete an Elimination of Barriers Project Registration Form ("Form") for each subject building or facility within the Scope of the

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

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

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

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

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

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

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

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

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

Hourly Billable Rates by Position

Position	Hourly Rate
E-1 Project Engineer	$146.00
E-2 Project Engineer	$171.00
E-3 Project Manager	$191.00
E-4 Project Manager	$223.00
E-5 Senior Project Manager	$272.00
E-6 Senior Project Manager	$333.00
E-7 Senior Project Manager	$475.00

D-1 Designer	$135.00
D-2 Designer	$150.00
T-1 Technician	$110.00
T-2 Technician	$127.00

3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Upon request, such background material may include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.

3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.

3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after

written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter "D" of the TEX. GOV'T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.

3.8 **Adjusted Compensation** – If the Scope of the Project ("Scope of the Project") or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant's compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.

3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed

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

ARTICLE 4
OWNERSHIP OF DOCUMENTS

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

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

ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS

5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Contractor Insurance Guidelines, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall

name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each claim, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project's size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars ($2,000,000.00). Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States

Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6
CONSULTANT'S ACCOUNTING RECORDS

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

ARTICLE 7
AUDITS AND RECORDS/VENDOR DISCLOSURE

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

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

ARTICLE 8
TERMINATION OF AGREEMENT/REMEDIES

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

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

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

ARTICLE 9
DISPUTE RESOLUTION/MEDIATION

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

ARTICLE 10
INDEMNITY

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

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

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

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

ARTICLE 11
NOTICES

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

If to City, addressed to:

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

With a copy to:

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

Email: rpittman@abernathy-law.com

If to Consultant, addressed to:

Lance P. Klement, P.E.

North Texas Water Team Leader
Garver, LLC
3000 Internet Blvd
Suite 400
Frisco, TX 75034
Telephone: (214) 619-9047
Email: LPKlement@GarverUSA.com

ARTICLE 12
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

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

12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

12.11 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

12.12 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have

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

12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.

12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.

12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

12.16 **No Third-Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.

12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.

12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.

12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's current fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's current fiscal year unless and until such funds are budgeted.

12.23 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

12.24 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.

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

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

CITY:

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

By: _____
Dr. Zachary Flores, City Manager

CONSULTANT:

Garver, LLC
an Arkansas Limited Liability Company

By: _____
Lance P. Klement, P.E.
North Texas Water Team Leader

APPROVED AS TO FORM:

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

STATE OF TEXAS §
§
COUNTY OF Collin §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20th DAY OF March 2026.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 06/26/2029

I. PROJECT DESCRIPTION

A. Full Scale Oxidant Testing - The scope of services includes professional services necessary for final design, bidding, and construction inspection for the full-scale demonstration testing of chlorine dioxide generation and feed at the preoxidation basins, and chloramine addition prior to reverse osmosis (RO) trains. The Texas Commission on Environmental Quality (TCEQ) requires that when a change to a disinfection system or method, a successful pilot test has to be undertaken before permanent incorporation. The scope of work established herein will remove aforementioned pilot design from previous-completed design work on future water plant and tailor to a new stand-alone project. Original task-concept was a temporary facility with rented equipment while this new focus will be a permanent facility capable of satisfying the existing and the future expansions. The scope of work will require the following:

a. Addition of chlorine dioxide generation system including the following:
   i. Design of permanent structure for chlorine dioxide generation and feed equipment, to include concrete slab and metal building.
   ii. Design of electrical and lighting systems within the metal building.
   iii. Design of building mechanical (plumbing, heating and ventilation) systems within the metal building. This includes determination of required fire protection measures within the building.
   iv. Coordination of design with metal building provider for all wall and floor pipe/conduit penetrations.
   v. Design of required chemical tanks, containment, ventilation, etc.
   vi. Design for purchase and installation of chlorine dioxide generator unit.
   vii. Design for site work to include grading, shallow trenching, laying, and connection of drain piping and small-diameter chemical and water piping.
   viii. Design for connection of chlorine dioxide feed lines to North and South Raw Water Meter Vaults.
   ix. Designs for associated electrical and SCADA improvements.
b. Chloramine addition before RO trains: Design of the chloramine addition is already included under a separate contract, but is also described here as it will be included in the bid package and includes:
   i. Installation of 1 Liquid Ammonium Sulfate (LAS) skid and 1 sodium hypochlorite (SHP) skid, with 1 each associated totes and scales (2 330-gallon totes, 2 scales total).
   ii. Associated connection/injection equipment into RO feed headers.
   iii. Associated electrical and SCADA design improvements.
c. RO concentrate monitoring: To ensure compliance with Texas Commission on Environmental Quality requirements, the following will be added to monitor total chlorine, chloramine, and ammonia nitrogen:
   i. Design of monitoring systems for parameters listed above.
   ii. Associated electrical and SCADA design improvements.

B. Operations Assistance - This Agreement also includes professional services for operational assistance concerning the ultrafiltration (UF) and RO trains in the membrane facility, to assist WTP staff with ongoing performance issues.

II. GENERAL REQUIREMENTS

A. Specific design requirements shall be obtained from the City of Sherman Engineering Design Standards. Consultant will establish and summarize design criteria. The design criteria will be reviewed by the City for approval prior to beginning design work.

B. Consultant shall coordinate with other engineering consultants, utility companies, franchise utilities, City of Sherman, pipeline companies, and any other entity which has facilities within or adjacent to the Project.

C. Each time the Consultant submits plans and/or specifications to City, two (2) copies (as well as PDF versions) of each shall be submitted, unless otherwise instructed. These shall be reviewed and checked by City and returned to Consultant for corrections. When the corrected copies of the plans and specifications are returned to City, the original and reviewed plans and specifications shall also be returned to City. All plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated.

D. The Consultant shall submit a monthly report outlining, at a minimum, the work on the project which occurred the previous month, the work expected to be completed the following month, the next major project milestone, and any information needed from the City. The report is to be submitted with monthly invoice.

E. Communications and Reporting:

i Attend a pre-design project kickoff meeting with City staff to confirm and clarify scope, understand City objectives, and ensure economical and functional designs meet City requirements.
ii Attend review meeting with the City at the end of each design phase.
iii Prepare and submit monthly invoices in the format acceptable to the City.
iv Prepare and submit monthly progress reports.
v Prepare and submit baseline Project Schedule initially, Project Schedule updates, and updated Opinion of Probable Construction Cost with each plan submittal.
vi Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
vii With respect to coordination with permitting authorities, Consultant shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. Consultant shall

work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements.

viii Attend additional project coordination meetings, if needed.

ix Following construction, create record drawings of improvements.

x Create operations & maintenance (O&M) manual for the improvements.

III. TASK SUMMARY, BASIC SERVICES

A. Preliminary Design Phase (NOT USED)

B. Intermediate Design Plans (60%) (NOT USED)

C. Full Scale Oxidant Test Final Design/Construction Plans (90%, 100%)

Consultant will commence final design of the Full Scale Oxidant Test pilot project, including the previously described chlorine dioxide and chloramine generation and feed improvements.

a. Summary of Deliverables
   i. Pre-engineered metal building (PEMB) drawings furnished prior to bidding of Full Scale Oxidant Test project.
   ii. 90% Design Full Scale Oxidant Test plans and specifications.
   iii. Complete (100% Design) Full Scale Oxidant Test project contract documents, including plans and specifications, and equipment vendor proposals.
   iv. Updated Opinion of Probable Construction Cost (OPCC) document.

b. Contract Document Preparation Services
   i. Consultant will address City comments from previous deliverables and ongoing discussion.
   ii. Consultant will commence redesigning chlorine dioxide housing and ancillary equipment to better align with City's goals and final buildout conditions.
   iii. Consultant will coordinate with equipment vendors and incorporate necessary recommendations and limitations into final design.
   iv. Consultant will prepare 90% design plans and specifications for City review and address City comments for final documents.
   v. Consultant will prepare 100% design contract documents.

D. Full Scale Oxidant Test Bid Phase Services

Consultant will perform bidding support services necessary for the execution of the Full Scale Oxidant Test project. Generally, this includes hosting and managing online plan room. Consultant will facilitate question and answers (Q&A) period and prepare any necessary addenda. Consultant will also receive, tabulate, and evaluate bids, and recommend award. More specifically:

a. Upon receipt of approval to advertise from the City, Consultant will commence the Bid Phase Services for one construction contract.
b. The bidding period for prospective bidders of the Full Scale Oxidant Test construction package is assumed to be a 30-day period. During the bidding period phase of the project, Consultant will:
    i. Prepare and submit Advertisement for Bids to Greater Texoma Utility Authority (GTUA) per their requirements. GTUA will submit the advertisement to newspapers and will pay advertising costs outside of this contract.
    ii. Post advertisement for bids, construction contract documents, and any associated information to CivCast for download by prospective bidders (at an appropriate cost for handling).
    iii. Support the contract documents by preparing addenda as appropriate and posting on CivCast.
    iv. Respond to questions submitted on CivCast as appropriate.
    v. Prepare conformed construction documents to reflect the adjustments during the bid phase.
    vi. Conduct one pre-bid meeting.
    vii. Prepare a pre-bid meeting agenda. Following City authorization, post the pre-bid meeting presentation with attendance record on Consultant's online plan room.
    viii. Conduct a construction site tour following the pre-bid meeting by interested pre-bid meeting attendees and other interested parties.
    ix. Host, attend, and manage the bid opening process.
    x. Prepare bid tabulation.
    xi. Evaluate bids and recommend award.
    xii. Attend and participate in reporting recommendation of award to City Council.
    xiii. Prepare one construction contract.
c. <u>Summary of Bidding & Award Deliverables</u>
    i. Bid packages – One (1) electronic (PDF) copy uploaded to CivCast
    ii. Conformed documents One (1) electronic (PDF) copy to the Owner and Contractor
    iii. Recommendation of Award Letter – One (1) electronic (PDF) copy
d. <u>Summary of Bidding & Award Meetings</u>
    i. Pre-Bid Meeting – In-person meeting with up to two (2) Consultant members attending
    ii. Bid Openings – In-person meeting with two (2) Consultant members attending
    iii. City Council Meetings – In-person meeting with up one (1) Consultant members attending

E. Full Scale Oxidant Test Construction Phase Services

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

shall not have the authority or responsibility to stop the work of any Contractor.

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

F. Operations Assistance Services

Consultant will perform professional services to aid in evaluation, diagnosis, and remedy of existing performance issues with the UF and RO trains at the WTP. Specifically:

a. Consultant will provide two (2) Consultant members for one (1) day onsite for testing and troubleshooting of existing UF and RO system.
b. Consultant will evaluate hydraulic, controls, and operational conditions in relation to the ongoing RO capacity decreases.
c. Consultant will issue a technical memorandum (TM) detailing findings and recommendations following evaluation.
d. Consultant will coordinate with vendors and equipment suppliers, if necessary, to troubleshoot or fix noted performance problems.

G. Special Services

a. Various services incidental to the project, but not within the scope of the Basic Engineering Services covered by A., B., C., D., and E. preceding, which may be performed or arranged for separately by City, or may be added to the Consultant's responsibilities by mutual agreement and written authorization include but are not necessarily limited to the following:
    i. Design Surveying - to collect information required for design, including photogrammetry, land surveying, and related office computations and drafting. All surveys and coordinate information shall be based on the NAD 83 CORS Grid Coordinate System utilizing control monuments established within the City of Sherman. This also includes refreshing and re-establishing benchmarks and reference points on NAD 83 CORS Grid Coordinate System for construction of the project, one time only. This does not include construction staking.
    ii. Staking of the Centerline of the proposed Project for utility coordination. The Consultant or its surveyor shall stake the centerline throughout the extent of the Project. The beginning and the end of the Project shall be designated. The points of intersection, points of curvature, and points of tangency of all horizontal curves shall be designated. Stations and half-stations (50-foot and 100-foot) shall be designated throughout the entire Project, on tangential and curvilinear portions. Said centerline control is to be established in a timely fashion as directed by City staff. Said centerline control markings are to be a one-time event and shall be of a nature to last a minimum of eight months.

iii. Furnish descriptive instruments related to the acquisition of easements and/or rights-of-way. The description of these parcels should be rotated to match the bearings of the individual deeds. The payment for these instruments will be made on a per parcel basis unless otherwise indicated. As part of providing instruments for right-of-way acquisition, the Engineer/Surveyor will need to stake the corners of the acquisition.
iv. Appearances before hearings for eminent domain proceedings are specifically not included in the specified per parcel payment.
v. Appearances before regulatory agencies.
vi. Assistance to the City as an expert witness in any litigation or claim, arising from, or in connection with, the Project.
vii. Special investigations involving detailed consideration of operation, maintenance, and overhead expense; preparation of rate schedules; preparation of special reports and an engineer's certificate as required for marketing bonds; earnings and expense statements; preparation of assessment rolls; special feasibility studies; appraisals; valuations; and material audits or inventories required for certification of force account construction performed by the City.
viii. Detailed mill, shop, and/or laboratory inspection of materials or equipment.
ix. Geotechnical Investigation & Report - obtain the services of a qualified geotechnical engineering laboratory to conduct soil and foundation investigations, including test borings, soil tests, and analyses of test results.
x. Preparation of applications and supporting documents for government grants or planning advances for public works projects.
xi. Preparation of report, sketches, drawings, presentations, and permit applications involving environmental, historical, and archaeological considerations.
xii. Revision of reports and Construction Contract Documents after specific approval by City.
xiii. Subsurface Utility Engineering that involves Level “A” or “B” identification of a utility.

IV. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

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

EXHIBIT B
PROJECT BUDGET SUMMARY

I. Basic Services

A. Final Design/Construction Plans (90%, 100%) (Expected Completion: 45 Days from NTP)	**$44,212.00**
B. Bid Phase Services (Expected Completion: 45 Days from Approval of 100%)	**$15,377.00**
C. Construction Phase Services (Hourly, NTE)	**$52,510.00**
D. Operations Assistance Services (Hourly, NTE)	**$14,282.00**
Total Basic Services (Lump Sum)	***$126,381.00***

II. Special Services (Not Used)

Total Authorized Special Services	***$0.00***
Project Budget, Grand Total (Not-To-Exceed)	***$126,381.00***

1. Files shall done in DWG/DXF format.

2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83 Grid.

3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.

4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.

5. The file shall contain required features for the project type as detailed below:

    a. Pre-Construction/As-Built Plans and/or Record Documents:
        i. Layers from Final Plat Requirements as Applicable to Project Type.
        ii. Water Utility Features.
        iii. Sanitary Sewer Features.
        iv. Storm Sewer Features.

6. Each required feature group should be provided as a separate layer within the file.

7. Layer names should be representative of the information contained in the layer.

8. Line work should be done per accepted industry norms.

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

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

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

II. GUIDELINES FOR DIRECT EXPENSES.

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

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

B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.

C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as

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

E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.

G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.

H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.

I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

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

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.

B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

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

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

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

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

_X_	4.	Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate
_X_	5.	Umbrella Coverage of Excess Liability Coverage	▪ An amount of $2,000,000.00 ▪ Minimum $2,000,000.00 in the aggregate

_X_ 6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

_X_ 7. General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title and bid number.

___ 11. Other Insurance Requirements (State Below):

EXHIBIT F
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

Garver, LLC

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 Laura Clement

Signature of vendor doing business with the governmental entity

3/20/2026

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

N
La Cima
Project Location
La Cima Rd
0
100
200
400
Feet
Microsoft, Vantor, Esri Community
OpenStreetMap, Microsoft, Esri, T
Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.2.

Meeting Date: 4/6/2026

Prepared By: Wayne Lee, Director of Engineering

Approved By:

Caption:

**** RESOLUTION NO. 7634***

Authorizing Execution of a Professional Services Agreement with LJA Engineering, Inc. for the Dam Emergency Action Plan Inundation Mapping

Issue:

To consider a Professional Services Agreement with LJA Engineering, Inc. for the Dam Emergency Action Plan Inundation Mapping project.

Background:

Inundation mapping of City-owned dams is crucial for identifying those who would be impacted by a dam breach so that they can be properly notified during an emergency breach scenario. Mapping is proposed for three dam sites — Choctaw Creek Sites 8A, 10A, and 11 – and is a required component of Emergency Action Plans that will otherwise be prepared by City of Sherman Engineering staff as required by TCEQ. Other deliverables of this project include updated hydrologic and hydraulic models as well as supporting GIS-compatible spatial data, all of which support the City's ability to effectively respond to potentially adverse stormwater impacts to residents.

Capital Improvement Program:

Origination:

Engineering Department

Financial Consideration:

Funding needed for this agreement will be $115,500.00.

Staff Recommendation:

It is recommended that the agreement for professional services with LJA Engineering, Inc. for the Dam Emergency Action Plan Inundation Mapping project be approved.

Alternatives:

As may be directed by City Council.

Attachments:

1. Resolution No. 7364
2. Professional Services Agreement

3. TCEQ Dam Safety Inspections Letters
4. Location Map

RESOLUTION NO. 7634

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH LJA ENGINEERING, INC. FOR THE DAM EMERGENCY ACTION PLAN INUNDATION MAPPING; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with LJA Engineering, Inc. for the Dam Emergency Action Plan Inundation Mapping, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TX on this the 6th day of April 2026.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
TERI FINE, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

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

BY: _____
NAME: _____
CITY ATTORNEY

AGREEMENT

BETWEEN

THE CITY OF SHERMAN, TEXAS AND

LJA Engineering, Inc.

FOR

PROFESSIONAL SERVICES

Made as of the_____day of_____, 2026:

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

and Consultant: **LJA Engineering, Inc.**
2150 S. Central Expressway, Suite 300
McKinney, TX 75070
Telephone: (214) 620-2800

for the following Project: **Dam Emergency Action Plan Inundation Mapping**

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

WHEREAS, City desires to engage Consultant to provide professional services for the Dam Emergency Action Plan Inundation Mapping Project ("Project"); and

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

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

ARTICLE 1
CONSULTANT'S SERVICES

1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof within at least five (5) business days' of said separation.

1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes ("Scope of Services"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of a written amendment to this Agreement, may be authorized from time to time by City ("Amendment").

1.2.1 **Requirement of Written Amendment** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Amendment by the Sherman Director of Engineering or designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Amendment requiring additional funding of $50,000 or more of the original contract amount shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Amendment.

1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN AMENDMENT ISSUED BY THE CITY**.

1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Engineering Budget Summary, attached hereto as **Exhibit B** and incorporated herein by reference for all purposes.

1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

ARTICLE 2
CITY'S RESPONSIBILITIES

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

2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.

2.2 **City Project Manager** – When necessary in City's sole discretion, City shall designate a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant's Services.

ARTICLE 3
CONSULTANT'S COMPENSATION

3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a Lump Sum basis in an amount not to exceed **WRITTEN DOLLAR AMOUNT Dollars ($115,500.00) (**"Consultant's Fee"); and (b) paid in accordance with this Article 3 and the Project Engineering Budget Summary as set forth in **Exhibit B**.

3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.

3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement. Consultant shall submit his findings in writing to City, or submit a written

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

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

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

3.1.4.1 **Submission of Construction Documents to TDLR** – Consultant shall mail, ship or hand-deliver the Construction Documents to TDLR not later than five (5) calendar days after Consultant issues the Construction Documents for the Project.

3.1.4.2 **Completion of Registration Form to TDLR** – Consultant shall complete an Elimination of Barriers Project Registration Form ("Form") for each subject building or facility within the Scope of the Project, and submit the registration form(s) along with the applicable

fees not later than fourteen (14) calendar days after Consultant completes the submittal of the Construction Documents to TDLR.

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

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

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

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

for said over-payment.

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

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

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

Hourly Billable Rates by Position

Position	Hourly Rate (Lowest – Highest)
Department Head (VP, Division Manager)	$245.00 - $295.00
Senior Consultant	$230.00 - $295.00
Director	$215.00 - $295.00
Group/Design Manager	$200.00 - $295.00
Sr. Project Manager	$200.00 - $295.00
Project Manager	$150.00 - $290.00

Sr. Project Engineer	$150.00 - $290.00
Professional Engineer (Project Engineer, APM)	$120.00 - $220.00
Graduate/Design Engineer	$100.00 - $175.00
Sr. Civil Designer	$120.00 - $200.00
Civil Designer	$85.00 - $170.00
Sr. Planner	$130.00 - $240.00
Planner	$85.00 - $175.00
Sr. Landscape Architect (Studio Lead)	$165.00 - $280.00
Landscape Architect	$105.00 - $195.00
Landscape Designer	$95.00 - $150.00
Sr. Construction Manager	$130.00 - $240.00
Construction Manager	$105.00 - $185.00
Resident Project Representative	$100.00 - $195.00
Construction Engineer	$100.00 - $195.00
Construction Inspector	$85.00 - $170.00
GIS Developer	$100.00 - $210.00
GIS Analyst	$70.00 - $140.00
Survey Project Manager	$130.00 – $265.00
Project Surveyor	$110.00 - $220.00
Survey Technician	$70.00 - $175.00
Clerical (Admin. Assistant)	$60.00 - $130.00
Intern	$50.00 - $95.00

3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Upon request, such background material may include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.

3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.

3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the

date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10^{th}) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter "D" of the TEX. GOV'T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.

3.8 **Adjusted Compensation** – If the Scope of the Project ("Scope of the Project") or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant's compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.

3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed

3.10 **Fixed Budget Limit for Construction Cost** – If a fixed budget limit for the Construction Cost has been established, the Consultant shall be permitted to make

reasonable adjustments in the scope of the Project and to include alternate bid items in the Bid Proposal to adjust the Construction Cost to the fixed limit. However, this paragraph shall not operate to increase the fixed budget limit of the Construction Cost established in this Agreement. All adjustments in the Scope of the Project shall be approved by the City and documented in writing. Should the lowest bona fide bid for construction of the Project be in excess of 130% of $(115,500.00) due to the negligence or other fault of the Consultant, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or re-negotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4), require that the Consultant adjust the Project scope or quality, or both, as necessary to reduce the Construction Cost to within the budgetary constraints. In the case of (4) the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the fixed limitation on Construction Cost. These revisions and modifications may include splitting the Project into multiple Construction Phases that will fall within budget constraints. The Consultant shall provide the services defined in Exhibit A, as required, for each of the new phases created by splitting the Project.

ARTICLE 4
OWNERSHIP OF DOCUMENTS

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

4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the

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

ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS

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

5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each claim, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation or non- renewal of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation

Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation or non-renewal of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

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

ARTICLE 6
CONSULTANT'S ACCOUNTING RECORDS

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

ARTICLE 7
AUDITS AND RECORDS/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, following five (5) days written notice to Consultant, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

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

ARTICLE 8
TERMINATION OF AGREEMENT/REMEDIES

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

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

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

parties may have by law, statute, ordinance, or otherwise.

ARTICLE 9
DISPUTE RESOLUTION/MEDIATION

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

ARTICLE 10
INDEMNITY

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

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

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS

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

ARTICLE 11
NOTICES

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

If to City, addressed to:

Wayne E. Lee, P.E., CFM
Director of Engineering
City of Sherman
317 S Travis St.
PO Box 1106
Sherman, TX 75090
Telephone: (903) 892-7327
Email: waynel@cityofsherman.com

With a copy to:

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

Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

If to Consultant, addressed to:

Jeffrey Alvarez, P.E., CFM
Program Manager
LJA, Inc.
2150 S. Central Expressway, Suite 300
McKinney, Texas 75090
Telephone: 214-620-2758
Email: jjalvarez@lja.com

With a copy to:

LJA Engineering, Inc.
ATTN: General Counsel
3600 W Sam Houston Parkway S, Suite 600
Houston, Texas 77042
Telephone: 713.953.5200
Email: gc@lja.com

ARTICLE 12
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

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

12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

12.11 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

12.12 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have

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

12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.

12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.

12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

12.16 **No Third-Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.

12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.

12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.

12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's current fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's current fiscal year unless and until such funds are budgeted.

12.23 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

12.24 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.

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

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

CITY:

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

By: _____
Dr. Zachary Flores
City Manager

CONSULTANT:

LJA Engineering, Inc.
a Texas Corporation

By: _____
James Wiegert, P.E.
Senior Vice President

APPROVED AS TO FORM:

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

STATE OF TEXAS §
§
COUNTY OF Dallas §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **James Wiegert**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE SR. VICE PRESIDENT AND DULY AUTHORIZED REPRESENTATIVE FOR **LJA Engineering, Inc.**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 15th DAY OF January 2026.

CHERYL E GOODELL NOTARY PUBLIC STATE OF TEXAS Notary ID 12093673 Comm. Expires 09-24-2029

Cheryl Goodell
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 9-24-29

EXHIBIT A
SCOPE OF SERVICES

I. PROJECT DESCRIPTION

The Project includes general consultation to include review of available data, model updates, dam breach analysis, and mapping of three dams as shown on Exhibit A1.

II. GENERAL REQUIREMENTS

A. Provide Project management and coordination services as required to ensure successful execution and timely delivery for the Project including, but not limited to, the following:

i Monthly Status Reports: Provide detailed status reports on the progress of the Project, including updates on milestones, schedule, and any issues or concerns. These reports will be submitted monthly to keep all stakeholders informed.

ii Coordination/Communication: Maintain consistent communication and coordination with all relevant parties, including the Client and any other key stakeholders or agencies involved throughout the duration of the study. Validate project objectives and timely resolve any issues.

iii Internal Coordination: Coordinate project tasks internally within the project team to ensure that deliverables are completed on time and to the required standards. This includes managing timelines, resources, and ensuring that all aspects of the project are progressing as planned.

iv Client Meetings: Attend and participate in up to three meetings with key stakeholders during the project to discuss progress, address concerns, and provide updates on the Project. These meetings will be scheduled as necessary to ensure client satisfaction and alignment with Project goals.

B. Dam Breach Analysis

Prepare one hydrologic computer model of the drainage basin to determine the Probable Maximum Flood (PMF) and Probable Maximum Precipitation (PMP) distribution. Analyze existing spillway to determine if it meets current TCEQ regulations. Conduct an existing conditions breach analysis, including the “Sunny day,” barely overtopping, and 75% PMF (as determined by 30 TAC 299.15 based on impoundment volume and dam height) scenarios. Update either the 2013 EAP hydraulic model of current effective hydraulic HEC-RAS computer model (whichever is more recent) of the downstream reach for use in mapping the dam breach discharge. Use results of the hydrologic and hydraulic reach for use in mapping the dam breach discharge. Use results of the hydrologic and hydraulic analyses to map the limits of the PMF inundation area downstream of the dam.

III. GENERAL CONDITIONS

The Scope is based on the following General Conditions:

a. Deliverables will consist of updated hydrologic and hydraulic models and supporting GIS-compatible spatial data, including inundation mapping.
b. Current hydrologic and hydraulic models will be provided by the City of Sherman.
c. As-built design plans and/or survey of the existing dams and spillways to be provided by the City.
d. Current LiDAR of the dam areas to be provided by the City of Sherman if available.

..

Special Services

a. Various services incidental to the project, but not within the scope of the Basic Engineering Services covered by A., B., C., D., and E. preceding, which may be performed or arranged for separately by City, or may be added to the Consultant's responsibilities by mutual agreement and written authorization include but are not necessarily limited to the following:
    i. Design Surveying - to collect information required for design, including photogrammetry, land surveying, and related office computations and drafting. All surveys and coordinate information shall be based on the NAD 83 CORS Grid Coordinate System utilizing control monuments established within the City of Sherman. This also includes refreshing and re-establishing benchmarks and reference points on NAD 83 CORS Grid Coordinate System for construction of the project, one time only. This does not include construction staking.
    ii. Staking of the Centerline of the proposed Project for utility coordination. The Consultant or its surveyor shall stake the centerline throughout the extent of the Project. The beginning and the end of the Project shall be designated. The points of intersection, points of curvature, and points of tangency of all horizontal curves shall be designated. Stations and half-stations (50-foot and 100-foot) shall be designated throughout the entire Project, on tangential and curvilinear portions. Said centerline control is to be established in a timely fashion as directed by City staff. Said centerline control markings are to be a one-time event and shall be of a nature to last a minimum of eight months.
    iii. Furnish descriptive instruments related to the acquisition of easements and/or rights-of-way. The description of these parcels should be rotated to match the bearings of the individual deeds. The payment for these instruments will be made on a per parcel basis unless otherwise indicated. As part of providing instruments for right-of-way acquisition, the

Engineer/Surveyor will need to stake the corners of the acquisition.

iv. Appearances before hearings for eminent domain proceedings are specifically not included in the specified per parcel payment.
v. Appearances before regulatory agencies.
vi. Assistance to the City as an expert witness in any litigation or claim, arising from, or in connection with, the Project.
vii. Special investigations involving detailed consideration of operation, maintenance, and overhead expense; preparation of rate schedules; preparation of special reports and an engineer's certificate as required for marketing bonds; earnings and expense statements; preparation of assessment rolls; special feasibility studies; appraisals; valuations; and material audits or inventories required for certification of force account construction performed by the City.
viii. Detailed mill, shop, and/or laboratory inspection of materials or equipment.
ix. Geotechnical Investigation & Report - obtain the services of a qualified geotechnical engineering laboratory to conduct soil and foundation investigations, including test borings, soil tests, and analyses of test results.
x. Preparation of applications and supporting documents for government grants or planning advances for public works projects.
xi. Preparation of report, sketches, drawings, presentations, and permit applications involving environmental, historical, and archaeological considerations.
xii. Revision of reports and Construction Contract Documents after specific approval by City.
xiii. Subsurface Utility Engineering that involves Level “A” or “B” identification of a utility.

III. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

A. **Additional Services not included in the existing Scope of Services** – City and Consultant agree the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City’s written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. Compensation for Additional Services not listed herein or services required due to change in municipal ordinances and/or State legislation will be billed on a time and materials basis in accordance with LJA Standard Rate Schedule set forth in Section 3.3.6 or on a lump sum basis agreed upon at the time the work is authorized. Additional Services include, but are not limited to, the following:

1. Structural design of the spillway and construction plans should any dam improvements be required.

2. TCEQ dam safety submittal.
3. Reporting and/or updates to the Emergency Action Plan (EAP) or Operations and Maintenance (O&M) Plans.

[Page intentionally left blank for the insertion of LJA Exhibit A1]

EXHIBIT B
PROJECT BUDGET SUMMARY

I. Basic Services

A. Phase 1 – Choctaw Creek WS SCS Site 8A Dam (TX07257) on Sand Creek

i. Project Management & Coordination (Lump Sum)	**$5,000.00**
ii. Dam Breach Analysis (Lump Sum)	**$31,000.00**
iii. Reimbursable Expenses (Not-To-Exceed)	**$500.00**

B. Phase 2 – Choctaw Creek WS SCS Site 10A Dam (TX04531) on Baker Park Creek

i. Project Management & Coordination (Lump Sum)	**$5,000.00**
ii. Dam Breach Analysis (Lump Sum)	**$31,000.00**
iii. Reimbursable Expenses (Not-To-Exceed)	**$500.00**

C. Phase 3 – Choctaw Creek WS SCS Site 11 Dam (TX06488) on Post Oak Creek

i. Project Management & Coordination (Lump Sum)	**$5,000.00**
ii. Dam Breach Analysis (Lump Sum)	**$37,000.00**
iii. Reimbursable Expenses (Not-To-Exceed)	**$500.00**

Total Basic Services (Lump Sum)	***$115,500.00***
Project Budget, Grand Total (Not-To-Exceed)	***$115,500.00***

1. Files shall done in DWG/DXF format.

2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83 Grid.

3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.

4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.

5. The file shall contain required features for the project type as detailed below:

    a. Pre-Construction/As-Built Plans and/or Record Documents:
        i. Layers from Final Plat Requirements as Applicable to Project Type.
        ii. Water Utility Features.
        iii. Sanitary Sewer Features.
        iv. Storm Sewer Features.

6. Each required feature group should be provided as a separate layer within the file.

7. Layer names should be representative of the information contained in the layer.

8. Line work should be done per accepted industry norms.

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

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

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

II. GUIDELINES FOR DIRECT EXPENSES.

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

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

B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.

C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as

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

E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.

G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.

H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.

I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

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

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.

B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation or non-renewal of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

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

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

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

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

_X_	4.	Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate
_X_	5.	Umbrella Coverage of Excess Liability Coverage	▪ An amount of $2,000,000.00 ▪ Minimum $2,000,000.00 in the aggregate

_X_ 6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

_X_ 7. General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title and bid number.

___ 11. Other Insurance Requirements (State Below):

EXHIBIT F
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

LJA Engineering, Inc.

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

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

N/A
Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

7

Signature of vendor doing business with the governmental entity

03/23/2026
Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

County Judge

AUG 2 0 2025

Received

Brooke T. Paup, *Chairwoman*
Bobby Janecka, *Commissioner*
Catarina R. Gonzales, *Commissioner*
Kelly Keel, *Executive Director*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

August 14, 2025

The Honorable Bill Magers
County Judge, Grayson County
100 W. Houston
Sherman, TX 75090

Mr. James K. Brite, Jr.
Chairman, Upper Elm-Red SWCD
2200 North Grand Avenue
Gainesville, TX 76240

Mr., Melton Ernest
Choctaw Watershed WID
406B W. Lamar St.
Sherman, TX 75090

The Honorable Shawn Teamann
City Mayor, City of Sherman
P.O. Box 1106
Sherman, TX 75091

Subject: **TCEQ Dam Safety Inspection for:**
Inventory No. TX07257 – Choctaw Creek WS NRCS Site 8A Dam (Site 8A)
Inventory No. TX04531 – Choctaw Creek WS SCS Site 10A Dam (Site 10A)
Inventory No. TX06488 – Choctaw Creek WS SCS Site 11 Dam (Site 11)
Grayson County

Dear Sponsors,

We wanted to extend our appreciation for allowing the Texas Commission on Environmental Quality (TCEQ) Dam Safety staff to visit the above-mentioned dams on February 25th and 26th, 2025, as part of the TCEQ regular inspection schedule. We have completed our inspection reports and have enclosed copies of the inspection reports for your reference. The primary items of concern found for the dams are summarized below.

Choctaw Creek WS NRCS Site 8A Dam, an intermediate size earthen dam, was inspected by TCEQ staff on February 26, 2025, as part of the TCEQ regular inspection schedule. The dam was found in overall fair condition. Several items of concern included: animal burrowing and trails throughout the embankment; erosion on the embankment caused by vehicular traffic; scattered and overgrown brush and small tree growth throughout the embankment; accumulated sediment and standing water in spillway's basin area, and mineral deposits blocking drains.

Choctaw Creek WS SCS Site 10A Dam, an intermediate size earthen dam, was inspected by TCEQ staff on February 25, 2025, as part of the TCEQ regular inspection schedule. The dam was found in overall good condition. Several items of concern included: minor erosion throughout the crest and slopes; concrete spalling at the service spillway outlet pipe, undermining erosion occurring beneath the service spillway support structure; and slides along the emergency spillway channel side slopes.

Choctaw Creek WS SCS Site 11 Dam, an intermediate size earthen dam, was inspected by TCEQ staff on February 26, 2025, as part of the TCEQ regular inspection schedule. The dam was found in overall good condition. Several items of concern include: equipment tracks and a trail within the emergency spillway inlet; a low spot in the middle of the emergency spillway channel; erosion at the outlet of the emergency spillway channel; and erosion at the discharge end of the downstream channel. Additionally, an annual update for the Emergency Action Plan is overdue.

Other non-inspection related items of concern included the need to finalize and submit the Emergency Action Plans for Sites 8A and 10A.

Please review the enclosed inspection reports and provide our office with written plans of action by **November 1, 2025,** which addresses each recommendation in the reports. It is understood that certain proposed corrective actions require time and your written response to these specific recommendations may be limited to notifying us of your timeframe to address the areas of concern. Additionally, Choctaw Creek WS SCS Sites 27, 28, and 29 Dams will be sent in a separate follow-up cover letter. Please also be aware that any engineering reports or plans developed should be reviewed and approved by the TCEQ prior to construction.

The TCEQ appreciates your assistance in these areas. Your efforts will minimize the owner's liability by reducing the threat to downstream life and property. If you would like to discuss this in further detail, please feel free to contact me at 512-239-5058 or by email at Peter.Cerquitella@tceq.texas.gov or Jose Ayala at 512-239-0441 or by email at Jose.Ayala@tceq,texas.gov.

Sincerely,

Peter Cerquitella
Dam Safety Section
Critical Infrastructure Division MC-177

Enclosures: Choctaw Creek WS NRCS Site 8A Dam Safety Inspection Report
Site 8A EAP Comment letter (November 26, 2014)
Choctaw Creek WS SCS Site 10A Dam Safety Inspection Report
Site 10A EAP Comment letter (November 26, 2014)
Choctaw Creek WS SCS Site 11 Dam Safety Inspection Report

Cc: Karen Green, USDA-NRCS, 101 South Main Street, Temple, TX 76501
Ronald Gardner, P.E., Dam Safety Engineer, 101 South Main Street, Temple, TX 76501

Brooke T. Paup, *Chairwoman*
Bobby Janecka, *Commissioner*
Catarina R. Gonzales, *Commissioner*
Kelly Keel, *Executive Director*

County Judge
SEP 2 - 2025
Received

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

August 21, 2025

The Honorable Bruce Dawsey
County Judge, Grayson County
100 W. Houston
Sherman, TX 75090

Mr. James K. Brite, Jr.
Chairman, Upper Elm-Red SWCD
2200 North Grand Avenue
Gainesville, TX 76240

Mr. Cecil D. Crabtree
President, Choctaw Watershed WID
1041 Cherry Mound Ln
Denison, TX 75021

Joe D. Moore
Treasurer, Choctaw Watershed WID
388 Shaffer Rd
Denison, TX 75021

Sherman Service Center
Choctaw Watershed WID
406B W. Lamar St.
Sherman, TX 75090

Mr. Clint A. Philpot, PE
Assistant City Manager
220 W. Mulberry St.
Sherman, TX 75090

Subject: **TCEQ Dam Safety Inspection for:**
Inventory No. TX07257 – Choctaw Creek WS NRCS Site 8A Dam (Site 8A)
Inventory No. TX04531 – Choctaw Creek WS SCS Site 10A Dam (Site 10A)
Inventory No. TX06488 – Choctaw Creek WS SCS Site 11 Dam (Site 11)
Grayson County

Dear Sponsors,

We wanted to extend our appreciation for allowing the Texas Commission on Environmental Quality (TCEQ) Dam Safety staff to visit the above-mentioned dams on February 25th and 26th, 2025, as part of the TCEQ regular inspection schedule. We have completed our inspection reports and have enclosed copies of the inspection reports for your reference. The primary items of concern found for the dams are summarized below.

Choctaw Creek WS NRCS Site 8A Dam, an intermediate size earthen dam, was inspected by TCEQ staff on February 26, 2025, as part of the TCEQ regular inspection schedule. The dam was found in overall fair condition. Several items of concern included: animal burrowing and trails throughout the embankment; erosion on the embankment caused by vehicular traffic; scattered and overgrown brush and small tree growth throughout the embankment; accumulated sediment and standing water in spillway's basin area, and mineral deposits blocking drains.

Choctaw Creek WS SCS Site 10A Dam, an intermediate size earthen dam, was inspected by TCEQ staff on February 25, 2025, as part of the TCEQ regular inspection schedule. The dam was found in overall good condition. Several items of concern included: minor

erosion throughout the crest and slopes; concrete spalling at the service spillway outlet pipe, undermining erosion occurring beneath the service spillway support structure; and slides along the emergency spillway channel side slopes.

Choctaw Creek WS SCS Site 11 Dam, an intermediate size earthen dam, was inspected by TCEQ staff on February 26, 2025, as part of the TCEQ regular inspection schedule. The dam was found in overall good condition. Several items of concern include: equipment tracks and a trail within the emergency spillway inlet; a low spot in the middle of the emergency spillway channel; erosion at the outlet of the emergency spillway channel; and erosion at the discharge end of the downstream channel. Additionally, an annual update for the Emergency Action Plan is overdue.

Other non-inspection related items of concern included the need to finalize and submit the Emergency Action Plans for Sites 8A and 10A.

Please review the enclosed inspection reports and provide our office with written plans of action by **November 1, 2025,** which addresses each recommendation in the reports. It is understood that certain proposed corrective actions require time and your written response to these specific recommendations may be limited to notifying us of your timeframe to address the areas of concern. Additionally, Choctaw Creek WS SCS Sites 27, 28, and 29 Dams will be sent in a separate follow-up cover letter. Please also be aware that any engineering reports or plans developed should be reviewed and approved by the TCEQ prior to construction.

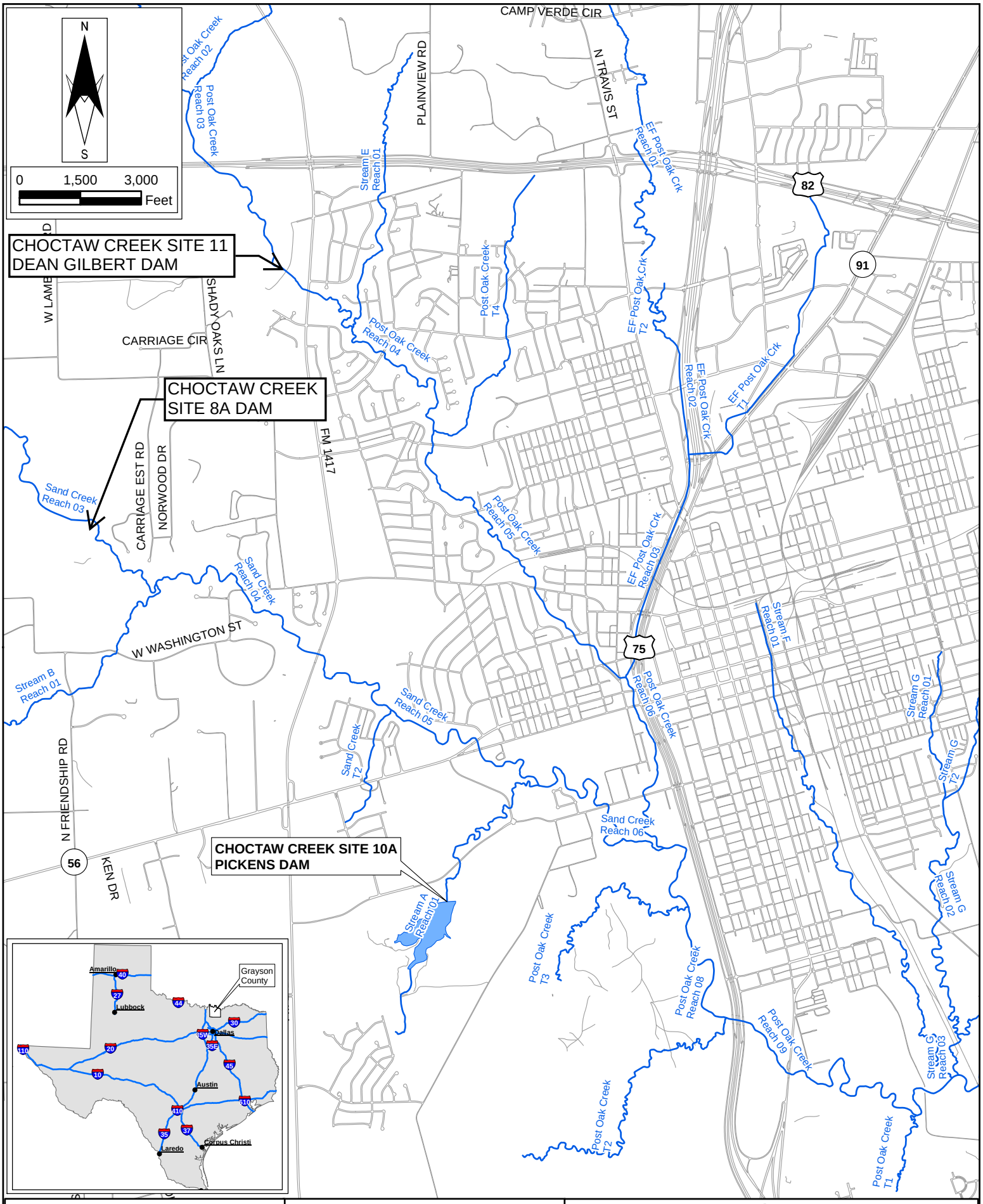
The TCEQ appreciates your assistance in these areas. Your efforts will minimize the owner's liability by reducing the threat to downstream life and property. If you would like to discuss this in further detail, please feel free to contact me at 512-239-5058 or by email at Peter.Cerquitella@tceq.texas.gov or Jose Ayala at 512-239-0441 or by email at Jose.Ayala@tceq,texas.gov.

Sincerely,

Peter Cerquitella
Dam Safety Section
Critical Infrastructure Division MC-177

Enclosures: Choctaw Creek WS NRCS Site 8A Dam Safety Inspection Report
Site 8A EAP Comment letter (November 26, 2014)
Choctaw Creek WS SCS Site 10A Dam Safety Inspection Report
Site 10A EAP Comment letter (November 26, 2014)
Choctaw Creek WS SCS Site 11 Dam Safety Inspection Report

Cc: Karen Green, USDA-NRCS, 101 South Main Street, Temple, TX 76501
Ronald Gardner, P.E., Dam Safety Engineer, 101 South Main Street, Temple, TX 76501



Sherman
CLASSIC TOWN. BROAD HORIZON.

Location Map

Post Oak Creek Emergency Action Plan
Sherman, Texas

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.3.

Meeting Date: 4/6/2026

Prepared By: Kim Hobbs, Quality Services Administrative Assistant

Approved By: Zachary Flores, City Manager

Caption:
**** RESOLUTION NO. 7635***
Authorize Execution of an Agreement between the City of Sherman and Grayson County for Shepherd Rd. Rebuild

Issue:
Authorize Execution of an Agreement between the City of Sherman and Grayson County for Shepherd Rd. Rebuild

Background:
The City is responsible for maintaining this portion of East Shepard Road and it is need of repair. Grayson County's road crews will be in that area conducting repairs on county roadways very soon. This agreement will allow the City crews to continue working on their projects while having the County provide the repairs to this roadway.

Capital Improvement Program:
N/A

Origination:
City Manager's Office

Financial Consideration:
Total cost for the City of Sherman is $130,212.50.

Staff Recommendation:
Staff recommends approving this request

Alternatives:
As directed by City Council.

Attachments:
1. Resolution No. 7635
2. Interlocal Agreement
3. Invoice

RESOLUTION NO. 7635

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF SHERMAN AND GRAYSON COUNTY FOR SHEPHERD RD. REBUILD; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a agreement between the City of Sherman and Grayson County for Shepherd Road Rebuild, 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 6th day of April 2026.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____

TERI FINE, CITY CLERK **SHAWN TEAMANN, MAYOR**

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

BY: _____

RYAN PITTMAN, CITY ATTORNEY

INTERLOCAL AGREEMENT
BETWEEN
GRAYSON COUNTY, TEXAS
AND
THE CITY OF SHERMAN, TEXAS
REGARDING ROAD IMPROVEMENTS FOR
SHEPHERD ROAD

This Interlocal Agreement Regarding Road Improvements for Shepherd Road (the "Agreement") is made and entered into as of April 1, 2026 (the "Effective Date"), by and between Grayson County, Texas, a political subdivision of the State of Texas (the "County"), and the municipality of Sherman, Texas (the "City"), a political subdivision of the State of Texas (each a "Party," and collectively, the "Parties").

RECITALS

WHEREAS, the County and City are each a local government as defined by Chapter 791 of the Texas Government Code (the "Act"), and as such are lawfully permitted to enter into an interlocal agreement; and

WHEREAS, the City has determined that the Road Improvements may be constructed most economically by implementing this Agreement; and

WHEREAS, the County has determined that the Road Improvements serve a benefit to the residents of the County; and

WHEREAS, the Parties have agreed that the County shall rebuild with a two-course chip seal coat to approximately 4,735 linear feet of Shepherd Road, between the Tate Circle and E. Shepherd Drive intersection to the railroad tracks, located inside the incorporated limits of the City and more particularly depicted in **Exhibit "A"** attached hereto (the "Road Improvements"); and

WHEREAS, the Parties have agreed that the City shall pay $130,212.50 to the County for completing the Road Improvements and more particularly depicted in **Exhibit "B"** attached hereto (the "Estimate"); and

WHEREAS, the Parties have determined and hereby represent that they are authorized and empowered to make, execute and deliver this Agreement; that the terms, conditions and provisions of this Agreement are mutually agreeable, fair and advantageous to the Parties; and that they desire to enter into this Agreement for the purpose of setting forth the specific terms and conditions upon which the Road Improvements will be funded and constructed.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein, the County and the City agree as follows:

ARTICLE I
CONSTRUCTION OF ROAD IMPROVEMENTS

1.1 Construction. The Road Improvements shall be constructed by the County in compliance with the County's applicable ordinances, rules, and regulations (in existence as of the time that construction of the Road Improvements commences) and the rules and regulations of any other agencies having jurisdiction (in existence as of time that construction of the Road Improvements commences).

1.2 Commencement of Construction. After the Effective Date of this Agreement, the County shall commence construction of the Road Improvements at the sole discretion of the County in accordance with the scheduling availability of the County.

1.3 Completion of Construction. The construction of the Road Improvements shall be deemed completed once the work is determined to be completed by the County.

ARTICLE II
FUNDING OF CONSTRUCTION COSTS

2.1 Payment. Within forty-five (45) days after the completion of construction of the Road Improvements of this Agreement, the City shall pay the County up to the amount agreed upon in the Estimate, including the addition of any and all Addendums ratified after the Effective Date, as invoiced by the County to the City (collectively the "Payment").

ARTICLE III
TERM & TERMINATION

3.1 Term. This Agreement shall be effective as of the Effective Date and shall continue in full force and effect thereafter until the termination of this Agreement pursuant to Section 3.2.

3.2 Termination.

(a) If construction has commenced on or before September 30, 2026, this Agreement shall continue in full force and effect thereafter until completion of the Road Improvements and receipt of Payment.

(b) if construction has not commenced prior to September 30, 2026, this Agreement shall automatically terminate.

ARTICLE IV
MISCELLANEOUS

4.1 Remedies Upon Default. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies existing at law or in equity may be availed of by any Party and shall be cumulative. Recognizing, however, that each Party's undertakings herein are obligations, failure in the performance of which cannot be adequately compensated in money damages alone, each Party agrees, in the event of any default on its part, that the other Party shall have available to them the equitable remedy of specific performance in addition to any other legal or equitable remedy that may also be available to them.

Notwithstanding any provision to the contrary contained in this Agreement, no Party indemnifies the other. In no event shall either Party be liable for any special, punitive, indirect, or consequential damages, including damages attributable to loss of use, loss of income, or loss of profit even if such Party has been advised of the possibility of such damages.

4.2 Limited Waiver of Immunity. It is understood that by execution of this Agreement the Parties do not waive or surrender any of their governmental powers, immunities, or rights. The Parties waive their respective governmental immunity from suit and liability only as to any action brought by the other Party to pursue the remedies available under this Agreement and only to the extent necessary to pursue such remedies. Nothing in this Section shall waive any claims, defenses, or immunities that the Parties have with respect to suits against each Party by persons or entities not a party to this Agreement.

4.3 No Additional Waiver Implied. No waiver or waivers of any breach or default, nor any breaches or defaults, by any Party hereto of any term, covenant, condition, or liability hereunder, or of performance by any other Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

4.4 Notice. Any notice, request, demand, instruction, or other communication required or permitted to be given to the County or the City under this Agreement shall be in writing and shall be either (i) personally delivered to the parties named below by a commercial messenger service regularly retaining receipts for such delivery; (ii) sent by registered or certified mail, return receipt requested, effective upon deposit; (iii) delivered by a reputable overnight courier service, effective upon delivery thereof to the carrier; or (iv) sent by electronic mail with confirmation of transmission, and shall be addressed to the parties as listed below:

To Grayson County:
Grayson County, Texas
100 W. Houston St.
Sherman, TX 75090
Attention: Hon. Bruce W. Dawsey
Email: bruce.dawsey@co.grayson.tx.us

With a Copy to:
_____
_____
_____
Attn: _____
Email: _____

To City of Sherman:
City of Sherman, Texas
220 W. Mulberry Street
Sherman, TX 75090
Attn: Dr. Zachary Flores
Email: zacharyf@cityofsherman.com

4.5 Entire Agreement. This Agreement forms the sole and entire understanding of the Parties regarding the road improvements, superseding all prior agreements or discussions, and may be amended only by a writing signed by both Parties.

4.6 Attorneys' Fees. In the event any Party to this Agreement brings suit against another Party in respect of any matters provided for herein, the prevailing Party shall be entitled to recover from such other Party its costs of court, legal expenses, and reasonable attorneys' fees in connection with such suit.

4.7 Severability. If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, the remaining provisions of this Agreement shall remain unaffected thereby, in full force and effect; and in that event, the Parties shall make good faith efforts to find and employ alternative means to achieve the same or substantially the same results as that contemplated by such invalid or unenforceable provision.

4.8 Assignability. This Agreement shall not be assignable by any Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

4.9 Applicable Law. This Agreement is performable in Grayson County, Texas and shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall be in Grayson County, Texas.

4.10 Force Majeure. If any Party is unable to perform an obligation under this Agreement (other than monetary obligations) by reason of Force Majeure, then the obligation of such Party, as appropriate, shall be extended or postponed for the period of the actual delay caused by such Force Majeure. The phrase "Force Majeure" shall mean the inability to perform a duty or an obligation due to causes or occurrences which are outside of the control of the Party whose obligation is postponed and could not be avoided by the exercise of due care on the part of such Party, such as acts of God, pandemics, fires, floods, labor disputes, or strikes.

4.11 Modification. This Agreement shall be subject to change or modification only with the mutual consent of the governing bodies of each Party hereto.

4.12 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

4.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED on the _____ day of _____, 2026, to be effective as of the Effective Date.

GRAYSON COUNTY, TEXAS

By: _____

Name: Bruce W. Dawsey

Title: County Judge

Date: _____

ATTEST:

By: _____

Name: Deana Patterson

Title: County Clerk

Date: _____

CITY OF SHERMAN, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

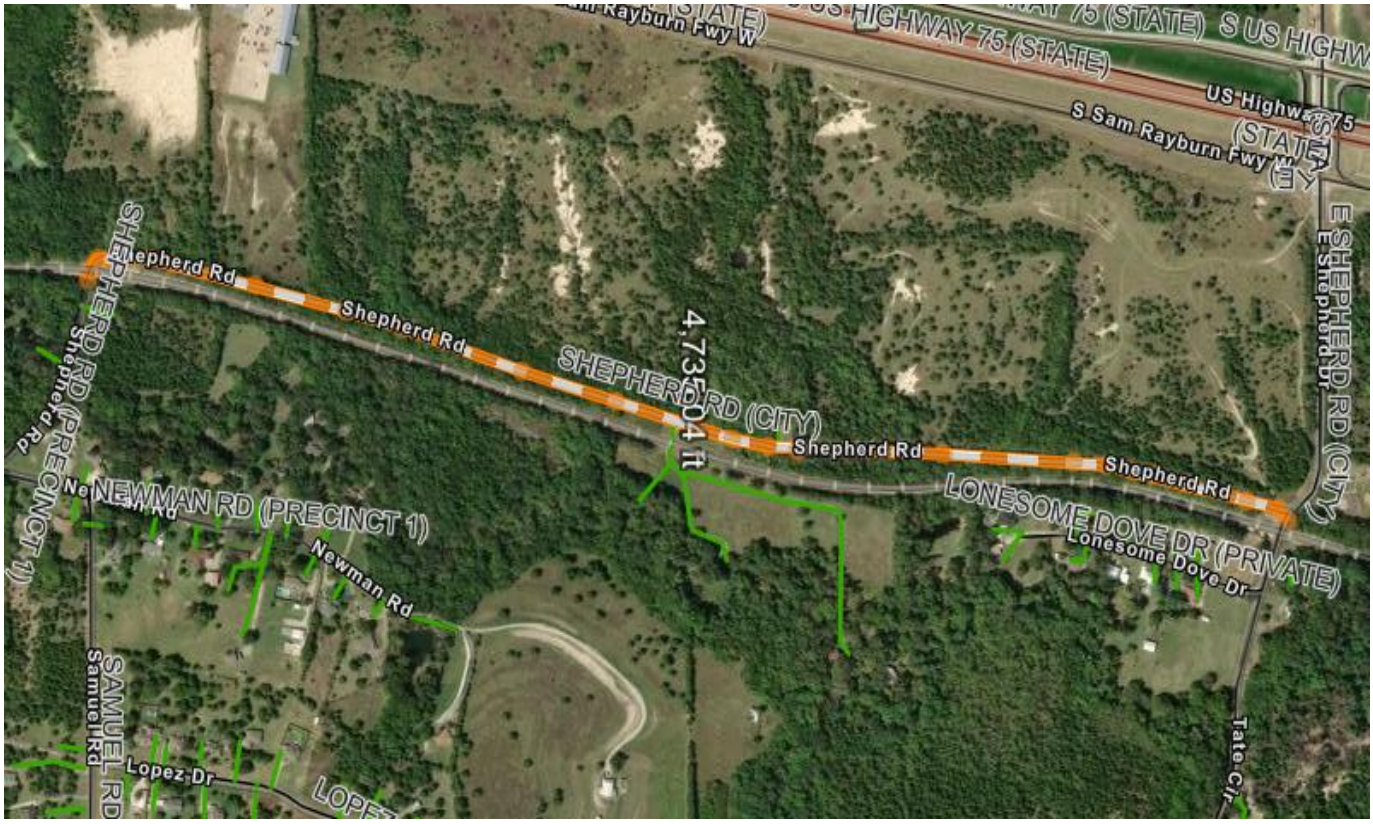
Name:_____

Title:_____

Date: _____

EXHIBIT "A"

Shepherd Road, incorporated City Limits of Sherman, TX



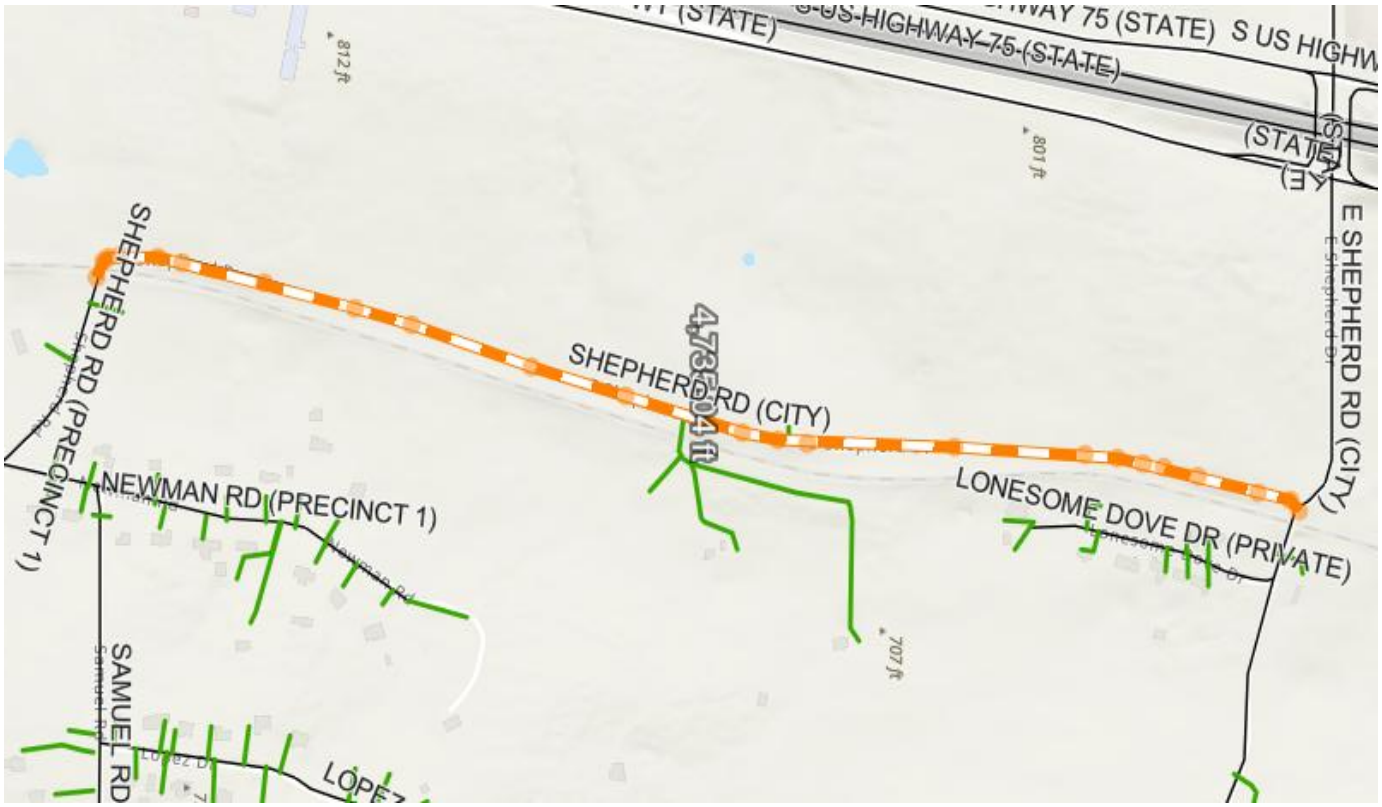


EXHIBIT "B"

Grayson County
Precinct 1
1312 E FM 1417
Sherman, Texas 75090
903.893.2033 barn
903.813.4327 office

Estimate #:
2026034

Customer:
City of Sherman
Estimate Date:
3/13/2026

Shepherd Rd. - Rebuild

(Tate Cir./E. Shepherd Dr. to Railroad Tracks)	Cost per Unit		Quantity	
Rebuild w/2 Course Chip Seal Coat				
Length x Width: 4,735' x 22'			104,170	sqft
Material Includes:	$0.27	per sqft	104,170	$28,125.90
MC-30 Prime Oil, 2 coats of CRS-2 Emulsion				
Equipment Includes:	$0.98	per sqft	104,170	$102,086.60
Grinder, Blade, Water Truck, Padfoot Roller, Smooth Roller, Oil Truck, Dump Trucks, Chip Spreader, Tire Roller, Sweeper				

Material Provided by City of Sherman:
1.25" Crusher Rock, 5/8" chip rock, 3/8" chip rock — ***no charge***

***Total Estimate:** **$130,212.50**

*Please note this total is an estimate only and is subject to change due to material cost increase.

Grayson County
Precinct 1
1312 E FM 1417
Sherman, Texas 75090
903.893.2033 barn
903.813.4327 office

Estimate #:
2026034

Customer:
City of Sherman
Estimate Date:
3/13/2026

Shepherd Rd. - Rebuild

(Tate Cir./E. Shepherd Dr. to Railroad Tracks)	**Cost per Unit**		**Quantity**	
Rebuild w/2 Course Chip Seal Coat				
Length x Width: 4,735' x 22'			104,170	sqft
Material Includes:	$0.27	per sqft	104,170	$28,125.90
MC-30 Prime Oil, 2 coats of CRS-2 Emulsion				
Equipment Includes:	$0.98	per sqft	104,170	$102,086.60
Grinder, Blade, Water Truck, Padfoot Roller, Smooth Roller, Oil Truck, Dump Trucks, Chip Spreader, Tire Roller, Sweeper				
Material Provided by City of Sherman:				
1.25" Crusher Rock, 5/8" chip rock, 3/8" chip rock	***no charge***			

***Total Estimate:** **$130,212.50**

*Please note this total is an estimate only and is subject to change due to material cost increase.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.4.

Meeting Date: 4/6/2026

Prepared By: Stacy Hricko, Administrative Specialist

Approved By: Zachary Flores, City Manager

Caption:

Resolution No. 7636

Awarding Bids to and Authorizing Execution of Contracts with Multiple Vendors for Annual Finish and Rough Mowing Services

Issue:

To consider awarding contracts to multiple vendors for annual finish and rough mowing services, based on Invitations for Bid (IFB).

Background:

The City Council authorized a request to advertise for the solicitation of proposals for the annual services to finish and rough mow various highways, City boulevards, islands, street right-of-ways, and other City properties. A public request for competitive bid resulted in 10 submittals that we opened on February 10th, 2026. In order to gain maximum benefit for the City, staff recommends awarding contracts to five (5) different vendors, based on the evaluation of specific criteria detailed in the invitation to bid.

Capital Improvement Program:

Origination:

Park Maintenance

Financial Consideration:

The cost for these services was bid on a "Per Cycle" basis. The total cost to be incurred by the City for these mowing services shall be $407,748.00 annually. Staff recommends awarding contracts to the following vendors: Flying G Ag Solutions, L & S landscaping Services, Lost Pines Landscape, Royce Lawn & Landscape, and Yellowstone Landscape

Staff Recommendation:

It is recommended that the Council award the contracts for finish and rough mowing services to the vendors as identified in the attached Agreements, Exhibit B.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7636
2. Affidavit of Ownership
3. CIQ
4. Flying G Ag Agreement
5. Flying G COI
6. Verificationss
7. Affidavit of Ownership
8. CIQ
9. COI L & S
10. L & S signed Agreement
11. Verifications Form
12. Affidavit of Ownership
13. CIQ
14. COI
15. Lost Pines - Signed Agreement
16. Verification Form
17. Agreement Royce Lawn
18. CIQ Royce
19. COI Royce
20. Sherman-signed_affidavit_of_ownership
21. Sherman-signed_verification
22. Affidavit
23. CIQ_1_
24. COI Yellowstone
25. Verifications_and_Certifications
26. Yellowstone 1295
27. Yellowstone Agreement
28. Mowing Services IFB 2026-007
29. Mowing Maps_2026 Finish and Rough Mowing Services
30. Bid Tabulation

RESOLUTION NO. 7636

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING BIDS TO AND AUTHORIZING EXECUTION OF CONTRACTS WITH MULTIPLE VENDORS FOR ANNUAL FINISH AND ROUGH MOWING SERVICES; 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 contracts with multiple vendors for the annual finish and rough mowing services in accordance with all contract documents attached hereto and made a part hereof for all purposes. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2025 - 2026 budget.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 6th day of April 2026.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____
TERI FINE, CITY CLERK **SHAWN TEAMANN, MAYOR**

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

AFFIDAVIT OF OWNERSHIP OR CONTROL

Orig. Dept.: N/A File/I.D. No.: 2026-07

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 Christopher Grice (Full Name, hereafter "Affiant"), Flying G Ag Solutions (state title/capacity with Contracting Entity) of _____ (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 Finish and Rough Mowing Services (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
[X] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

AFFIDAVIT OF
OWNERSHIP OR CONTROL

Orig. Dept.: N/A File/I.D. No.: 2026-07

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: Flying 6 Ag Solutions Christopher Grice
Business Address (No./Street) 2315 S. Travis St
(City/State/Zip Code) Sherman, TX 75090
Telephone Number (903) 421-2622
Email Address (optional) christopher@flying6agsolutions.com
Residence Address (No./Street) 158 Chisa Dr
(City/State/Zip Code) Pottsboro, TX
Telephone Number (832) 470-7834
Email Address (optional) _____

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

Name: None
Business Address (No./Street) _____
(City/State/Zip Code) _____
Telephone Number (____) _____
Email Address (optional) _____
Residence Address (No./Street) _____
(City/State/Zip Code) _____
Telephone Number (____) _____
Email Address (optional) _____

6. ***Optional Information***

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

Orig. Dept.: N/A File/I.D. No.: 2026-07

AFFIDAVIT OF
OWNERSHIP OR CONTROL

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (_____) _____

Tax Years _____

Status of Appeal (Describe) _____

_____

_____

_____

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

_____
Affiant

SWORN TO AND SUBSCRIBED before me this 9th day of February 2026.

(Seal)

Amber Hillis
My Commission Expires
6/28/2026
Notary ID 133831950

_____
Notary Public

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

END OF DOCUMENT

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

NONE

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

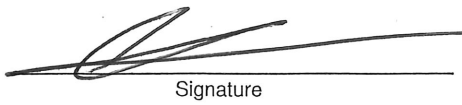
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

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

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

7 Christopher Grice — Name of signatory

 — Signature

2-9-26 — Date

AGREEMENT FOR Finish and Rough Mowing **SERVICES**

The **City of Sherman, Texas**, a home-rule municipality ("City"), and Flying G Ag Solutions, a LLC (LLC, Partnership, etc.) ("Contractor"), hereby enter into this Agreement for Mowing 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 mowing 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.

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. Umbrella Coverage or Excess Liability	An amount of $2,000,000.00

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: Send Digital
Attn: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
Email: _____

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

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

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:

Teri Fine, City Clerk

APPROVED AS TO FORM:

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

_____
a [state] []

By: _____
Printed Name: Christopher Grice
Title: Owner
Date: March 12, 2026

STATE OF TEXAS §
§
COUNTY OF Grayson §

BEFORE ME, the undersigned authority, on this day personally appeared Christopher Grice 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 Owner (title) and duly authorized representative for Elvis G Ag Solutions, 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 12th day of March, 2026.

Amber Hillis
My Commission Expires
6/28/2026
Notary ID 133831950

Amber Hillis
Notary Public in and for the State of Texas
My Commission Expires: 6/28/26

EXHIBIT A

SPECIFICATIONS

SPECIFICATIONS FOR FINISH MOWING LOCATIONS

- Grass to be routinely mowed to an average height of 1 ½" to 2".
- Clippings to be blown off drives and walkways, but not into the street.
- Trimming around all obstacles, as needed. **Any use of Round-Up or other chemicals must be pre-approved.**
- Edging (string) of curbs, drives, and walks will be performed each mowing cycle.
- Litter to be removed from area **PRIOR** to mowing.
- Depending on location, direction of mowing pattern to be altered on a regular basis to avoid worn spots.
- Mowing to include topping along edged locations.

SPECIFICATIONS FOR ROUGH MOWING LOCATIONS

- Grass to be routinely mowed to maintain an average height of 6".
- Clippings to be blown off the drives and walkways, but, not into the street.
- Edging (string) when curb and gutter street present.
- Edging (string) around utility poles, towers, guard rails, and wires.
- Litter to be removed from area **PRIOR** to mowing.
- **Any use of Round-Up or other chemicals must be pre-approved.**

MOWING SHEDULE:

Initially, this mowing contract will begin on or near April 1, 2026, continuing through October 31, 2026. If the contract is renewed, per terms listed within this IFB, the City will require mowing services as needed during the off-season months and full mowing schedules to resume on or near April 1st. Generally, for April-October months, contractor can expect to follow the twice-per-month & three-times-per-month mowing requirements listed in the location bid item section. Any additional mowing must be pre-approved by the Grounds and Cemetery Maintenance Superintendent.

NOTE ON AWARDING: The City will not award all mowing sites to one vendor. Due to the volume of mowing sites, and the addition of larger highway sections, the City intends to award contracts to multiple vendors. Bidders are not required to submit a price for each site. Bidders ARE required to submit pricing for the locations they want to bid on.

EXHIBIT B

Vendor			Flying G Ag Solutions	
Item Code	**Item Name**	**Qty**	**Unit Price**	**Total Price**
1	Airport	27		
2	Center St Underpass	27		
3	Lamar St Underpass	27	**78**	**2106**
4	Houston St Underpass	27		
5	Hwy 75 and 82 ROW	27		
6	Park St Underpass	27		
7	Travis St Underpass	27		
8	Houston/Lamar Frontage Rd	27		
9	Washington St Underpass and Island	27		
10	75-Intersection at Sheppard Dr (east and west sides)	27		
11	W Travis-ROW & medians from 75	27	**520**	**14040**
12	Grand Ave Medians-No flower beds	27		
13	Cherry at 75-ROW	27		
14	Moore St ROW 1417 to Park St	27		
15.1	4200 Block Texoma Parkway, triangle between KTEN and Parkway	27		
15.2-15.6	Texoma Parkway median, hard edge, weed eat curbs	27		
16	FM 1417 ROW and Redbud, finish mowing	27		
17	FM 1417 ROW Washington St to Hwy 82 & sidewalk areas	27	**520**	**14040**

18	1417-intersection at Houston (east and west side)	27
19	1417-traffic island from 56/Houston to Washington	27
20	Lamberth at 75-ROW	18
21	N Loy Lake @ 75 turnabout & traffic island across from Graham	18
22	75-ROW intersection W Fern to W Pecan	18
23	W Steadman-ROW at 75	18
24	1417 Intersection at Old Airport Rd	18
25	1417 Intersection at Farmington	18
26	1417 Intersection at Quail Run from 1417 to Del Mar	18
27	Brookstone at 1417, both sides of intersection	18
28	Steeplechase-ROW intersection at 1417	18
29	S Travis St-ROW	18
30	Dewey Ave and Ida Rd intersection	18
31	N Travis St-ROW at 82, all sides	18
32	N Loy Lake and 82, ROW at Popeye's	18
33	Masters-E Peyton St North to tree line	18
34	Loy Lake, south of Simmons Bank, RR ROW (Taylor St RR ROW)	18
35	Fallon Dr, ROW	18
36	Pecan Grove, ROW	18
37	Frisco Rd, ROW	18

38	Lamberth Rd and bridge	18			
39	Gallagher Rd, ROW & N Luther Knox Dr	18	**78**	**1404**	
40	1100 Blk Throckmorton (Richards & Throckmorton)	18			
41	Throckmorton St, Dead end lot	18			
42	800 Blk East Sycamore, adjacent to RR property	18			
43	ROW at King and at Wells	18			
44	Ross St, ROW	18			
45	Hwy 75 (FM 691 to FM 902)	6			
46	75, Merge triangle traffic island at S/W Travis	9			
47	Fm 1417 (Hwy 56 to Hwy 11)	9			
48	Hwy 82 (Hwy 289 to FM 1417)	6			
49	Ida Rd, ROW	9			
50	Travis St, ROW	9			
51	Arizona St, ROW	9	**195**	**1755**	
52	N East St, from Houston to Pecan, ROW	9	**195**	**1755**	
53	First St, ROW (including mow-back at all intersections)	9			
54	N East St, north of Texoma Parkway	9			
TOTAL					**35100**

FLYIGAG-01 SCHATURVEDI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/11/2026

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	CONTACT NAME:	
Aon Risk Services Southwest, Inc. 1300 Post Oak Blvd. Suite 1400 Houston, TX 77056	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Property & Casualty Ins Co of Hartford	34690
INSURER B : Texas Mutual Insurance Company	22945
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Flying G AG Solutions
2315 South Travis Street
Sherman, TX 75090

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			61SBMBN7PU9	1/24/2026	1/24/2027	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	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 $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		0002137192	11/15/2025	11/15/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability and Workers' Compensation policies.

CERTIFICATE HOLDER

City of Sherman
220 W Mulberry
Sherman, TX 75090

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

Aon Risk Services Southwest Inc.

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The ACORD name and logo are registered marks of ACORD

AFFIDAVIT OF OWNERSHIP OR CONTROL

Orig. Dept.: N/A File/I.D. No.: 2026-07

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 Christopher Grice (Full Name, hereafter "Affiant"), Flying G Ag Solutions (state title/capacity with Contracting Entity) of _____ (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 Finish and Rough Mowing Services (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
[X] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

AFFIDAVIT OF OWNERSHIP OR CONTROL

Orig. Dept.: N/A File/I.D. No.: 2026-07

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: Flying 6 Ag Solutions Christopher Grice
Business Address (No./Street) 2315 S. Travis St
(City/State/Zip Code) Sherman, TX 75090
Telephone Number (903) 421-2622
Email Address (optional) christopher@flying6agsolutions.com
Residence Address (No./Street) 157 China Dr
(City/State/Zip Code) Pottsboro, TX
Telephone Number (832) 470-7234
Email Address (optional) _____

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

Name: None
Business Address (No./Street) _____
(City/State/Zip Code) _____
Telephone Number (___) _____
Email Address (optional) _____
Residence Address (No./Street) _____
(City/State/Zip Code) _____
Telephone Number (___) _____
Email Address (optional) _____

6. ***Optional Information***

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

Orig. Dept.: N/A File/I.D. No.: 2026-07

AFFIDAVIT OF OWNERSHIP OR CONTROL

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (_____) _____

Tax Years _____

Status of Appeal (Describe) _____

_____

_____

_____

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

_____
Affiant

SWORN TO AND SUBSCRIBED before me this 9th day of February 2026.

(Seal)

Amber Hillis
My Commission Expires
6/28/2026
Notary ID 133831950

_____
Notary Public

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

END OF DOCUMENT

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	**OFFICE USE ONLY** Date Received

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

NONE

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Christopher Gore
Name of signatory

Signature

2-9-26
Date

Sherman
CLASSIC TOWN. BROAD HORIZON.

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, Christopher Grice, the undersigned representative of Flying G Ag Solutions 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, Christopher Grice, the undersigned representative of Flying G Ag Solutions 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, Christopher Grice, the undersigned representative of Flying G Ag Solutions 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 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.

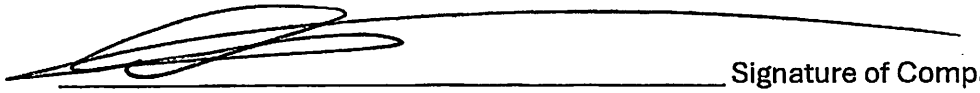
3. "Designated Country" means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

I, Christopher Guice, the undersigned representative of Flying G Ag Solutions being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

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

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

Signature Page to Follow



Signature of Company Representative

2-9-26 Date

Owner Position/Title

THE STATE OF Texas

COUNTY OF Grayson

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

_____, on behalf of _____(Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 9th day of Feb 20 26

Amber Hillis
My Commission Expires
6/28/2026
Notary ID 133831950

Amber Hillis
NOTARY PUBLIC IN AND
FOR THE STATE OF Texas

FLYIGAG-01 SCHATURVEDI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/11/2026

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	CONTACT NAME:	
Aon Risk Services Southwest, Inc. 1300 Post Oak Blvd. Suite 1400 Houston, TX 77056	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Property & Casualty Ins Co of Hartford	34690
INSURED	INSURER B : Texas Mutual Insurance Company	22945
Flying G AG Solutions 2315 South Travis Street Sherman, TX 75090	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	
A	X COMMERCIAL GENERAL LIABILITY			61SBMBN7PU9	1/24/2026	1/24/2027	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	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 $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0002137192	11/15/2025	11/15/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability and Workers' Compensation policies.

CERTIFICATE HOLDER

City of Sherman
220 W Mulberry
Sherman, TX 75090

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

Aon Risk Services Southwest Inc.

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The ACORD name and logo are registered marks of ACORD

Sherman
CLASSIC TOWN. BROAD HORIZON.

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, Christopher Grice, the undersigned representative of Flying G Ag Solutions 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, Christopher Grice, the undersigned representative of Flying G Ag Solutions 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, Christopher Grice, the undersigned representative of Flying G Ag Solutions 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 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.

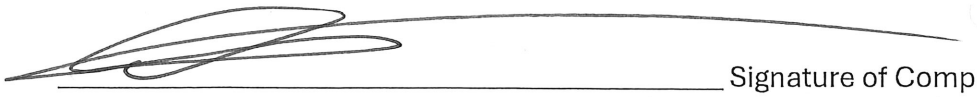
3. "Designated Country" means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

I, Christopher Guice, the undersigned representative of Flying G Aviation being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

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

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

Signature Page to Follow



Signature of Company Representative

2-9-26 Date

Owner Position/Title

THE STATE OF Texas

COUNTY OF Grayson

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

_____, on behalf of _____(Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 9th day of Feb 20 26

Amber Hillis
My Commission Expires
6/28/2026
Notary ID 133831950

Amber Hillis
NOTARY PUBLIC IN AND
FOR THE STATE OF Texas

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: L + S Landscaping Service's LLC

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (____) _____

Email Address (optional) _____

Residence Address (No./Street) 1905 Briar Cv, ~~Anna, TX 75409~~ dw

(City/State/Zip Code) Anna, Tx 75409

Telephone Number (903) 771-6319

Email Address (optional) lslawncare26@outlook.com

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

Name: N/A

Business Address (No./Street) N/A

(City/State/Zip Code) N/A

Telephone Number (____) N/A

Email Address (optional) N/A

Residence Address (No./Street) N/A

(City/State/Zip Code) N/A

Telephone Number (____) N/A

Email Address (optional) N/A

6. ***Optional Information***

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

Orig. Dept.: _____ File/I.D. No.: _____

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 Leander Williford Jr (Full Name, hereafter "Affiant"), Texas (state title/capacity with Contracting Entity) of L+S Landscaping Service's LLC (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:
[X] 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

Name of Debtor: N/A

Tax Account Nos. N/A

Case or File Nos. N/A

Attorney/Agent Name N/A

Attorney/Agent Phone No. (_____) N/A

Tax Years N/A

Status of Appeal (Describe) N/A

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 10th day of Feb., 20 26.

(Seal)

NOTARY PUBLIC STATE OF TEXAS
MADYSON MCALESTER
Notary ID #133868698
My Commission Expires
July 20, 2026

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.**

N/A

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

Leander Williford Jr	[signature]	2/9/26
Name of signatory	Signature	Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/03/2026

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	CONTACT NAME:	
BIBERK P.O. Box 113247 Stamford, CT 06911	PHONE (A/C, No, Ext): 844-472-0967	FAX (A/C, No): 203-654-3613
	E-MAIL ADDRESS: customerservice@biBERK.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Berkshire Hathaway Direct Insurance Company	10391
INSURED L&S Landscaping Service's 1905 Briar Cove Anna, TX 75409	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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC X OTHER:			N9BP739212	02/04/2026	02/04/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 50,000 $ 5,000 $ Included $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
A	UMBRELLA LIAB OCCUR X EXCESS LIAB X CLAIMS-MADE DED RETENTION $			N9UM742499	02/04/2026	02/04/2027	EACH OCCURRENCE AGGREGATE $	$ $ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 10,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
	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)

CERTIFICATE HOLDER

L&S Landscaping Service's
1905 Briar Cove
Anna, TX 75409

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

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AGREEMENT FOR Finish and Rough Mowing **SERVICES**

The **City of Sherman, Texas**, a home-rule municipality ("City"), and L & S landscaping Services, a LLC (LLC, Partnership, etc.) ("Contractor"), hereby enter into this Agreement for Mowing 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 mowing 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.

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. Umbrella Coverage or Excess Liability	An amount of $2,000,000.00

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: L + S Landscaping Service's LLC
Attn: Lecincler Willford Jr
Address: 1905 Briar Cv
Anna, Tx 75409
Telephone: (469) 424-4966
Facsimile: (903) 771-6319
Email: lslawncare25@outlook.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:

Teri Fine, City Clerk

APPROVED AS TO FORM:

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

L+S Landscaping services LLC
a [state] []

By: [signature]
Printed Name: Leander Williford Sr
Title: manager member
Date: 3-13-26

STATE OF TEXAS §
§
COUNTY OF Grayson §

BEFORE ME, the undersigned authority, on this day personally appeared Leander Williford, Jr. 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 managing member (title) and duly authorized representative for L+S Landscaping, LLC, a Texas ~~corporation~~ LLC, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13 day of March, 2026.

ERICA TINAJERO
Notary ID #128185701
My Commission Expires
March 10, 2027

Erica Tinajero
Notary Public in and for the State of Texas
My Commission Expires: 3-10-27

EXHIBIT A

SPECIFICATIONS

SPECIFICATIONS FOR FINISH MOWING LOCATIONS

- Grass to be routinely mowed to an average height of 1 ½" to 2".
- Clippings to be blown off drives and walkways, but not into the street.
- Trimming around all obstacles, as needed. **Any use of Round-Up or other chemicals must be pre-approved.**
- Edging (string) of curbs, drives, and walks will be performed each mowing cycle.
- Litter to be removed from area **PRIOR** to mowing.
- Depending on location, direction of mowing pattern to be altered on a regular basis to avoid worn spots.
- Mowing to include topping along edged locations.

SPECIFICATIONS FOR ROUGH MOWING LOCATIONS

- Grass to be routinely mowed to maintain an average height of 6".
- Clippings to be blown off the drives and walkways, but, not into the street.
- Edging (string) when curb and gutter street present.
- Edging (string) around utility poles, towers, guard rails, and wires.
- Litter to be removed from area **PRIOR** to mowing.
- **Any use of Round-Up or other chemicals must be pre-approved.**

MOWING SHEDULE:

Initially, this mowing contract will begin on or near April 1, 2026, continuing through October 31, 2026. If the contract is renewed, per terms listed within this IFB, the City will require mowing services as needed during the off-season months and full mowing schedules to resume on or near April 1st. Generally, for April-October months, contractor can expect to follow the twice-per-month & three-times-per-month mowing requirements listed in the location bid item section. Any additional mowing must be pre-approved by the Grounds and Cemetery Maintenance Superintendent.

NOTE ON AWARDING: The City will not award all mowing sites to one vendor. Due to the volume of mowing sites, and the addition of larger highway sections, the City intends to award contracts to multiple vendors. Bidders are not required to submit a price for each site. Bidders ARE required to submit pricing for the locations they want to bid on.

EXHIBIT B

Vendor		L & S Landscaping Services		
Item Code	**Item Name**	**Qty**	**Unit Price**	**Total Price**
1	Airport	27		
2	Center St Underpass	27		
3	Lamar St Underpass	27		
4	Houston St Underpass	27		
5	Hwy 75 and 82 ROW	27		
6	Park St Underpass	27		
7	Travis St Underpass	27		
8	Houston/Lamar Frontage Rd	27		
9	Washington St Underpass and Island	27		
10	75-Intersection at Sheppard Dr (east and west sides)	27		
11	W Travis-ROW & medians from 75	27		
12	Grand Ave Medians-No flower beds	27		
13	Cherry at 75-ROW	27		
14	Moore St ROW 1417 to Park St	27		
15.1	4200 Block Texoma Parkway, triangle between KTEN and Parkway	27		
15.2-15.6	Texoma Parkway median, hard edge, weed eat curbs	27		
16	FM 1417 ROW and Redbud, finish mowing	27		
17	FM 1417 ROW Washington St to Hwy 82 & sidewalk areas	27		

38	Lamberth Rd and bridge	18		
39	Gallagher Rd, ROW & N Luther Knox Dr	18		
40	1100 Blk Throckmorton (Richards & Throckmorton)	18		
41	Throckmorton St, Dead end lot	18		
42	800 Blk East Sycamore, adjacent to RR property	18		
43	ROW at King and at Wells	18	**175**	**3150**
44	Ross St, ROW	18		
45	Hwy 75 (FM 691 to FM 902)	6		
46	75, Merge triangle traffic island at S/W Travis	9		
47	Fm 1417 (Hwy 56 to Hwy 11)	9		
48	Hwy 82 (Hwy 289 to FM 1417)	6		
49	Ida Rd, ROW	9		
50	Travis St, ROW	9		
51	Arizona St, ROW	9		
52	N East St, from Houston to Pecan, ROW	9		
53	First St, ROW (including mow-back at all intersections)	9		
54	N East St, north of Texoma Parkway	9	**160**	**1440**
TOTAL				**9090**

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: L + S Landscaping Service's LLC

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (____) _____

Email Address (optional) _____

Residence Address (No./Street) 1905 Briar Cv. ~~Anna, TX 75409~~ dw

(City/State/Zip Code) Anna, Tx 75409

Telephone Number (903) 771-6319

Email Address (optional) lslawncare75@outlook.com

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

Name: N/A

Business Address (No./Street) N/A

(City/State/Zip Code) N/A

Telephone Number (____) N/A

Email Address (optional) N/A

Residence Address (No./Street) N/A

(City/State/Zip Code) N/A

Telephone Number (____) N/A

Email Address (optional) N/A

6. ***Optional Information***

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

Orig. Dept.: _____ File/I.D. No.: _____

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 Leander Williford Jr (Full Name, hereafter "Affiant"), Texas (state title/capacity with Contracting Entity) of L+S Landscaping Service's LLC (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:
[X] 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

Name of Debtor: N/A

Tax Account Nos. N/A

Case or File Nos. N/A

Attorney/Agent Name N/A

Attorney/Agent Phone No. (_____) N/A

Tax Years N/A

Status of Appeal (Describe) N/A

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 10th day of Feb., 20 26.

(Seal)

MADYSON MCALESTER
Notary ID #133868698
My Commission Expires
July 20, 2026

Notary Public

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

END OF DOCUMENT

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

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

Leander Williford Jr		2/9/26
Name of signatory	Signature	Date

Sherman
CLASSIC TOWN. BROAD HORIZON.

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, Leander Williford Jr, the undersigned representative of L+S Landscaping Service's LLC 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, Leander Williford Jr, the undersigned representative of L&S Landscaping Service's LLC 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, Leander Williford Jr, the undersigned representative of L&S Landscaping Service's LLC 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, Leander Willford Jr, the undersigned representative of L+S Landscapy service's LLC 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, Leander Williford Jr, the undersigned representative of L & S Landscaping Services LLC 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

Leander Williford Jr. Signature of Company Representative

2-10-26 Date

Owner Position/Title

THE STATE OF TX

COUNTY OF Grayson

BEFORE ME, the undersigned notary public on this day personally appeared Leander Williford, Jr. on behalf of L+S Landscaping (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 10th day of Feb. 2026.

MADYSON MCALESTER
Notary ID #133868698
My Commission Expires
July 20, 2026

Madyson McAlester
NOTARY PUBLIC IN AND
FOR THE STATE OF TX

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/09/2026

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

Terry Jones Insurance Agency
P.O. Box 2715

Sherman TX 75091

CONTACT NAME: Terry Jones
PHONE (A/C, No, Ext): (903) 893-7200 **FAX (A/C, No):** (903) 893-7210
E-MAIL ADDRESS: terry@terryjonesagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: TEXAS MUT INS CO	22945
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

L&S Landscaping Service's LLC
1905 Briar Cove

Anna TX 75409

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	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	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 Y/N	N/A		0002140910	02/07/2026	02/07/2027	☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

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

Terry Jones

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/03/2026

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
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
E-MAIL ADDRESS: customerservice@biBERK.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Direct Insurance Company	10391
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
L&S Landscaping Service's

1905 Briar Cove
Anna, TX 75409

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC X OTHER:			N9BP739212	02/04/2026	02/04/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ Included $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	UMBRELLA LIAB OCCUR X EXCESS LIAB X CLAIMS-MADE DED RETENTION $			N9UM742499	02/04/2026	02/04/2027	EACH OCCURRENCE AGGREGATE	$ $ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 10,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
	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)

CERTIFICATE HOLDER

L&S Landscaping Service's
1905 Briar Cove
Anna, TX 75409

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

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Sherman
CLASSIC TOWN. BROAD HORIZON.

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, Leander Whitford Jr, the undersigned representative of L+S Landscaping Service's LLC 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, Leander Williford Jr, the undersigned representative of L+S Landscaping Service's LLC 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, Leander Williford Jr, the undersigned representative of L+S Landscaping Service's LLC 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, Leander Williford Jr, the undersigned representative of L+S Landscaping service's LLC 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, Leander Williford Jr, the undersigned representative of L+S Landscaping Services LLC 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

Leander Williford Jr. Signature of Company Representative

2-10-26 Date

Owner Position/Title

THE STATE OF TX

COUNTY OF Grayson

BEFORE ME, the undersigned notary public on this day personally appeared Leander Williford, Jr. on behalf of L+S Landscaping (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 10th day of Feb. 2026.

MADYSON MCALESTER
Notary ID #133868698
My Commission Expires
July 20, 2026

Madyson McAlester
NOTARY PUBLIC IN AND
FOR THE STATE OF TX

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 Russell Jowell / Blair Jowell (Full Name, hereafter "Affiant"), Co-Owner / Co-Owner (state title/capacity with Contracting Entity) of Lost Pines Landscaping, LLC (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

Bid #2026-07 Finish and Rough Mowing Services
(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
[X] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

_____

_____

_____

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: Lost Pines Landscaping, LLC

Business Address (No./Street) 747 Eisenhower Road
(City/State/Zip Code) Denison, Texas 75020
Telephone Number (903) 421-2621
Email Address (optional) rjowell@hotmail.com
Residence Address (No./Street) 181 Golf Walk Circle
(City/State/Zip Code) Denison, Texas 75020
Telephone Number (903) 271-2536
Email Address (optional) bjowell22@gmail.com

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

Name: Russell Jowell/Blair Jowell

Business Address (No./Street) 747 Eisenhower Road
(City/State/Zip Code) Denison, Texas 75020
Telephone Number (903) 421-2621
Email Address (optional) rjowell@hotmail.com
Residence Address (No./Street) 181 Golf Walk Circle
(City/State/Zip Code) Denison, Texas 75020
Telephone Number (903) 271-2536
Email Address (optional) bjowell22@gmail.com

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: _____

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 9th day of February, 2026.

(Seal)

ANDREA MITCHELL
Notary ID #132961838
My Commission Expires
April 1, 2029

_____
Notary Public

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

END OF DOCUMENT

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Does Not Apply

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Russell Jowell/Blair Jowell
Name of signatory

Russell Jowell/Blair Jowell
Signature

2/9/2026
Date

AFFIDAVIT OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

(non-construction)

State of Texas

County of Grayson

Print Form | Clear All Fields

Before me, the undersigned authority, personally appeared Russell Jowell / Blair Jowell, who, being first duly sworn, deposes and says that:

1. "I am over the age of 18 and have personal knowledge of the facts stated herein. I am the sole proprietor/partner of Lost Pines Landscaping, LLC (name of business/DBA), a business providing Landscape (type of services). I am not engaged in the construction industry.

2. I do not carry workers' compensation insurance and am not required to carry such insurance under the Workers' Compensation Law. I, and my partner(s), if any, have not filed an election pursuant to the Workers' Compensation Law to be considered employee(s) for purposes of workers' compensation. I will not be required to carry and am exempt from carrying umbrella insurance or commercial auto policies, both in an amount of Two Million dollars each for the City of Sherman Mowing Contract IFB 2026-007.

3. I do not have employees for whom I am obliged to pay compensation as set forth in the Workers' Compensation Law. If I hire employees at any time for whom I am obligated to pay compensation as set forth in the Workers' Compensation Law, I will comply by immediately obtaining workers' compensation for those employees and providing evidence of the coverage to the City of Sherman ("the City").

4. I understand and acknowledge that the City does not determine whether I am exempt from the requirements of the Workers' Compensation Law and will not offer an opinion on the matter. I understand that I should seek independent advice if I have not done so already.

5. I understand that I am not an employee, agent or volunteer of the City, and that I am an independent contractor. I will personally perform all services contracted for by the City.

6. I will not delegate or contract any of the work to any other person, employee, business, or independent contractor, nor will I bring or invite any other person onto the City's premises for such purposes.

7. Upon the City's request, I will provide documentation substantiating the information in this affidavit. I understand that the City reserves the right to make such a request at any time."

FURTHER AFFIANT SAYETH NOT.

Signature: Russell Jowell / Blair Jowell

Print Name: Russell Jowell / Blair Jowell

State of Texas

County of Grayson

Sworn to and subscribed before me this 23 day of March, 2026, by Russell & Blair Jowell who ☐ is personally known to me or ☑ has produced his/her driver's license as identification.

NOTARY SEAL:

ANDREA MITCHELL
Notary ID #132961838
My Commission Expires
April 1, 2029

Notary Public - State of Texas

Print Name: Andrea Mitchell

Commission No: 132961838

TEXAS FARM BUREAU INSURANCE
AUTO / HOME / LIFE

TEXAS FARM BUREAU MUTUAL INSURANCE COMPANY
TEXAS FARM BUREAU UNDERWRITERS
TEXAS FARM BUREAU CASUALTY INSURANCE COMPANY
FARM BUREAU COUNTY MUTUAL INSURANCE COMPANY OF TEXAS
SOUTHERN FARM BUREAU LIFE INSURANCE COMPANY

CERTIFICATE OF INSURANCE

FOR INFORMATION PURPOSES ONLY

CERTIFICATE HOLDER:
CITY OF SHERMAN
220 WEST MULBERRY STREET

SHERMAN, TX 75090

POLICY NUMBER 03-GL-053601700-4
POLICY PERIOD 03/25/2025 – 03/25/2026

THIS IS TO CERTIFY THAT THE POLICY (INCLUDING ENDORSEMENTS OF INSURANCE, AS DESCRIBED BELOW, HAS BEEN ISSUED BY THE UNDERSIGNED, TO THE INSURED NAMED BELOW, IS IN FORCE AT THIS TIME, AND HAS BEEN DULY COUNTERSIGNED. IF CANCELLED AT THE REQUEST OF EITHER PARTY, OR CHANGED IN ANY MANNER FOR **TEN (10)** DAYS PRIOR WRITTEN NOTICE WILL BE GIVEN BY THIS INSURANCE COMPANY TO THE CERTIFICATE HOLDER NAMED ABOVE.

THE TEXAS FARM BUREAU CASUALTY INSURANCE COMPANY OF WACO, TEXAS HEREBY CERTIFIES THAT THE FOLLOWING DESCRIBED POLICY HAS BEEN ISSUED AND IS IN FORCE AND EFFECT:

INSURED NAME AND ADDRESS Lost Pines Landscaping LLC
181 Golf Walk Cir
Denison, TX 75020

DESCRIPTION OF RISK **LANDSCAPING CONTRACTOR**

COVERAGE	LIMITS OF LIABILITY
PUBLIC LIABILITY----------	**BODILY INJURY / PROPERTY DAMAGE**
(**X**) COMMERCIAL GENERAL LIABILITY	**$1,000,000 EACH OCCURRENCE**
(**X**) PREMISES AND OPERATIONS	**$2,000,000 AGGREGATE**
() CONTRACTORS PROTECTIVE	
(**X**) PRODUCTS--COMPLETED OPERATIONS	
() CONTRACTUAL – DESIGNATED CONTRACTS ONLY	
(**X**) EXCLUDES EXPLOSION, COLLAPSE AND UNDERGROUND PROPERTY DAMAGE HAZARD	

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE OR ANY PROVISION AFFORDED BY THE POLICY. THIS CERTIFICATE IS EXECUTED AND ISSUED IN DUPLICATE BY THE AFORESAID COMPANY THE DAY AND DATE HEREIN BELOW WRITTEN.

DATE: **01-14-26**
COI-FLGL

0000000091 - 32598

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/30/2026

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	CONTACT NAME: Kelly Goss	
Lovelace & Company 421 W FM 120 Pottsboro TX 75076	PHONE (A/C, No, Ext): (903) 786-3855	FAX (A/C, No):
	E-MAIL ADDRESS: kelly@trustlovelace.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: TRAVELERS COMMERCIAL INSURANCE COMPAN	36137
INSURED	INSURER B:	
Lost Pines Landscaping LLC 131 GOLF WALK CIR DENISON TX 75020	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	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB-00C4727805	01/30/2026	01/30/2027	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

City of Sherman
220 W. Mulberry Street
Sherman TX 75090

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

Casie Lovelace

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AGREEMENT FOR Finish and Rough Mowing **SERVICES**

The **City of Sherman, Texas**, a home-rule municipality ("City"), and Lost Pines Landscaping, a LLC (LLC, Partnership, etc.) ("Contractor"), hereby enter into this Agreement for Mowing 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 mowing 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.

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. Umbrella Coverage or Excess Liability	An amount of $2,000,000.00

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: Lost Pines Landscaping, LLC
Attn: Blair Jowell
Address: 181 Golf Walk Circle
Denison, Texas 75020
Telephone: (903) 271-2536
Facsimile: N/A
Email: bjowell22@gmail.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:

Teri Fine, City Clerk

APPROVED AS TO FORM:

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

_____
a [state] []

By: R Jowell / Blair Jowell
Printed Name: Russell Jowell / Blair Jowell
Title: Co-Owner / Co-Owner
Date: March 10, 2026

STATE OF TEXAS §
§
COUNTY OF Grayson §

BEFORE ME, the undersigned authority, on this day personally appeared Russell Jowell / Blair Ford Jowell 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 Co-Owner (title) and duly authorized representative for Lost Pines Landscaping LLC, 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 10 day of March, 2026.

Linda Mitchell
Notary Public in and for the State of Texas
My Commission Expires: April 01, 2029

ANDREA MITCHELL
Notary ID #132961838
My Commission Expires
April 1, 2029

EXHIBIT A

SPECIFICATIONS

SPECIFICATIONS FOR FINISH MOWING LOCATIONS

- Grass to be routinely mowed to an average height of 1 ½" to 2".
- Clippings to be blown off drives and walkways, but not into the street.
- Trimming around all obstacles, as needed. **Any use of Round-Up or other chemicals must be pre-approved.**
- Edging (string) of curbs, drives, and walks will be performed each mowing cycle.
- Litter to be removed from area **PRIOR** to mowing.
- Depending on location, direction of mowing pattern to be altered on a regular basis to avoid worn spots.
- Mowing to include topping along edged locations.

SPECIFICATIONS FOR ROUGH MOWING LOCATIONS

- Grass to be routinely mowed to maintain an average height of 6".
- Clippings to be blown off the drives and walkways, but, not into the street.
- Edging (string) when curb and gutter street present.
- Edging (string) around utility poles, towers, guard rails, and wires.
- Litter to be removed from area **PRIOR** to mowing.
- **Any use of Round-Up or other chemicals must be pre-approved.**

MOWING SHEDULE:

Initially, this mowing contract will begin on or near April 1, 2026, continuing through October 31, 2026. If the contract is renewed, per terms listed within this IFB, the City will require mowing services as needed during the off-season months and full mowing schedules to resume on or near April 1st. Generally, for April-October months, contractor can expect to follow the twice-per-month & three-times-per-month mowing requirements listed in the location bid item section. Any additional mowing must be pre-approved by the Grounds and Cemetery Maintenance Superintendent.

NOTE ON AWARDING: The City will not award all mowing sites to one vendor. Due to the volume of mowing sites, and the addition of larger highway sections, the City intends to award contracts to multiple vendors. Bidders are not required to submit a price for each site. Bidders ARE required to submit pricing for the locations they want to bid on.

Exhibit B

Line Item Bid

Bid Type

ExcelFormat Bid Tabulation Matrix

Version 1

Bid IFB #2026-07 - Finish and Rough Mowing Services

End Date 2026-02-10 02:00 PM CST

Vendor		Lost Pines Landscaping	
Item Code	**Item Name**	**Unit Price**	
1	Airport	2300	62100
2	Center St Underpass		
3	Lamar St Underpass		
4	Houston St Underpass		
5	Hwy 75 and 82 ROW		
6	Park St Underpass		
7	Travis St Underpass		
8	Houston/Lamar Frontage Rd		
9	Washington St Underpass and Island		
10	75-Intersection at Sheppard Dr (east and west sides)		
11	W Travis-ROW & medians from 75 to 1477, minus flower beds		
12	Grand Ave Medians-No flower beds		
13	Cherry at 75-ROW		
14	Moore St ROW 1417 to Park St		

15.1	4200 Block Texoma Parkway, triangle between KTEN and Parkway
15.2-15.6	Texoma Parkway median, hard edge, weed eat curbs
16	FM 1417 ROW and Redbud, finish mowing
17	FM 1417 ROW Washington St to Hwy 82 & sidewalk areas
18	1417-intersection at Houston (east and west side)
19	1417-traffic island from 56/Houston to Washington
20	Lamberth at 75-ROW
21	N Loy Lake @ 75 turnabout & traffic island across from Graham
22	75-ROW intersection W Fern to W Pecan
23	W Steadman-ROW at 75
24	1417 Intersection at Old Airport Rd
25	1417 Intersection at Farmington
26	1417 Intersection at Quail Run from 1417 to Del Mar
27	Brookstone at 1417, both sides of intersection
28	Steeplechase-ROW intersection at 1417
29	S Travis St-ROW
30	Dewey Ave and Ida Rd intersection
31	N Travis St-ROW at 82, all sides
32	N Loy Lake and 82, ROW at Popeye's

33	Masters-E Peyton St North to tree line
34	Loy Lake, south of Simmons Bank, RR ROW (Taylor St RR ROW)
35	Fallon Dr, ROW
36	Pecan Grove, ROW
37	Frisco Rd, ROW
38	Lamberth Rd and bridge
39	Gallagher Rd, ROW & N Luther Knox Dr
40	1100 Blk Throckmorton (Richards & Throckmorton)
41	Throckmorton St, Dead end lot
42	800 Blk East Sycamore, adjacent to RR property
43	ROW at King and at Wells
44	Ross St, ROW
45	Hwy 75 (FM 691 to FM 902)
46	75, Merge triangle traffic island at S/W Travis
47	Fm 1417 (Hwy 56 to Hwy 11)
48	Hwy 82 (Hwy 289 to FM 1417)
49	Ida Rd, ROW
50	Travis St, ROW
51	Arizona St, ROW
52	N East St, from Houston to Pecan, ROW
53	First St, ROW (including mow-back at all intersections)

54	N East St, north of Texoma Parkway	
TOTAL		**62100**

Sherman
CLASSIC TOWN. BROAD HORIZON.

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, Russell Jowell / Blair Jowell, the undersigned representative of Lost Pines Landscaping, LLC 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, Russell Jowell / Blair Jowell, the undersigned representative of Lost Pines Landscaping, LLC 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, Russell Jowell / Blair Jowell, the undersigned representative of Lost Pines Landscaping, LLC 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, Russell Jowell / Blair Jowell, the undersigned representative of Lost Pines Landscaping, LLC 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, Russell Jowell / Blair Jowell, the undersigned representative of Lost Pines Landscaping, LLC being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

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

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

Signature Page to Follow

Signature of Company Representative

February 9, 2026 Date

Co-Owner / Co-Owner Position/Title

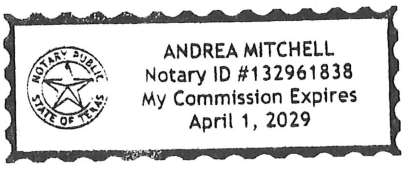
THE STATE OF TEXAS

COUNTY OF GRAYSON

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

Russell Jowell / Blair Jowell, on behalf of Lost Pines Landscaping, LLC (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 9th day of February 2026.



NOTARY PUBLIC IN AND
FOR THE STATE OF TEXAS

AGREEMENT FOR Finish and Rough Mowing **SERVICES**

The **City of Sherman, Texas**, a home-rule municipality ("City"), and Royce Lawn and Landscaping, a LLC (LLC, Partnership, etc.) ("Contractor"), hereby enter into this Agreement for Mowing 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 mowing 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.

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. Umbrella Coverage or Excess Liability	An amount of $2,000,000.00

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: Royce Lawn & Landscaping, LLC.
Attn: _____
Address: 539 W. Commerce St. Suite 7124
Dallas, TX 75208
Telephone: 817-739-3907
Facsimile: n/a
Email: contact@roycelawn.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:

Teri Fine, City Clerk

APPROVED AS TO FORM:

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

TX
a [state] []

By: Roy Brown
Printed Name: Roy Brown
Title: Manager
Date: 3/13/26

STATE OF TEXAS §
§
COUNTY OF Denton §

BEFORE ME, the undersigned authority, on this day personally appeared Roy Brown 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 Manager (title) and duly authorized representative for Royce Lawn & Landscaping, 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 13 day of March, 2026.

JANERIUS EWING
Notary Public, State of Texas
Comm. Expires 01-14-2029
Notary ID 136229811

Notary Public in and for the State of Texas
My Commission Expires: 01-14-2029

EXHIBIT A

SPECIFICATIONS

SPECIFICATIONS FOR FINISH MOWING LOCATIONS

- Grass to be routinely mowed to an average height of 1 ½" to 2".
- Clippings to be blown off drives and walkways, but not into the street.
- Trimming around all obstacles, as needed. **Any use of Round-Up or other chemicals must be pre-approved.**
- Edging (string) of curbs, drives, and walks will be performed each mowing cycle.
- Litter to be removed from area **PRIOR** to mowing.
- Depending on location, direction of mowing pattern to be altered on a regular basis to avoid worn spots.
- Mowing to include topping along edged locations.

SPECIFICATIONS FOR ROUGH MOWING LOCATIONS

- Grass to be routinely mowed to maintain an average height of 6".
- Clippings to be blown off the drives and walkways, but, not into the street.
- Edging (string) when curb and gutter street present.
- Edging (string) around utility poles, towers, guard rails, and wires.
- Litter to be removed from area **PRIOR** to mowing.
- **Any use of Round-Up or other chemicals must be pre-approved.**

MOWING SHEDULE:

Initially, this mowing contract will begin on or near April 1, 2026, continuing through October 31, 2026. If the contract is renewed, per terms listed within this IFB, the City will require mowing services as needed during the off-season months and full mowing schedules to resume on or near April 1st. Generally, for April-October months, contractor can expect to follow the twice-per-month & three-times-per-month mowing requirements listed in the location bid item section. Any additional mowing must be pre-approved by the Grounds and Cemetery Maintenance Superintendent.

NOTE ON AWARDING: The City will not award all mowing sites to one vendor. Due to the volume of mowing sites, and the addition of larger highway sections, the City intends to award contracts to multiple vendors. Bidders are not required to submit a price for each site. Bidders ARE required to submit pricing for the locations they want to bid on.

EXHIBIT B

Vendor			Royce Lawn & Landscaping, LLC	
Item Code	**Item Name**	**Qty**	**Unit Price**	**Total Price**
1	Airport	27		
2	Center St Underpass	27		
3	Lamar St Underpass	27		
4	Houston St Underpass	27		
5	Hwy 75 and 82 ROW	27		
6	Park St Underpass	27		
7	Travis St Underpass	27		
8	Houston/Lamar Frontage Rd	27		
9	Washington St Underpass and Island	27		
10	75-Intersection at Sheppard Dr (east and west sides)	27	225	6075
11	W Travis-ROW & medians from 75	27		
12	Grand Ave Medians-No flower beds	27	225	6075
13	Cherry at 75-ROW	27		
14	Moore St ROW 1417 to Park St	27	320	8640
15.1	4200 Block Texoma Parkway, triangle between KTEN and Parkway	27		
15.2-15.6	Texoma Parkway median, hard edge, weed eat curbs	27		
16	FM 1417 ROW and Redbud, finish mowing	27		
17	FM 1417 ROW Washington St to Hwy 82 & sidewalk areas	27		

18	1417-intersection at Houston (east and west side)	27	225	6075
19	1417-traffic island from 56/Houston to Washington	27	225	6075
20	Lamberth at 75-ROW	18	225	4050
21	N Loy Lake @ 75 turnabout & traffic island across from Graham	18	350	6300
22	75-ROW intersection W Fern to W Pecan	18		
23	W Steadman-ROW at 75	18		
24	1417 Intersection at Old Airport Rd	18		
25	1417 Intersection at Farmington	18		
26	1417 Intersection at Quail Run from 1417 to Del Mar	18		
27	Brookstone at 1417, both sides of intersection	18		
28	Steeplechase-ROW intersection at 1417	18		
29	S Travis St-ROW	18		
30	Dewey Ave and Ida Rd intersection	18		
31	N Travis St-ROW at 82, all sides	18	225	4050
32	N Loy Lake and 82, ROW at Popeye's	18		
33	Masters-E Peyton St North to tree line	18		
34	Loy Lake, south of Simmons Bank, RR ROW (Taylor St RR ROW)	18		
35	Fallon Dr, ROW	18		
36	Pecan Grove, ROW	18		
37	Frisco Rd, ROW	18		

38	Lamberth Rd and bridge	18		
39	Gallagher Rd, ROW & N Luther Knox Dr	18		
40	1100 Blk Throckmorton (Richards & Throckmorton)	18		
41	Throckmorton St, Dead end lot	18		
42	800 Blk East Sycamore, adjacent to RR property	18		
43	ROW at King and at Wells	18		
44	Ross St, ROW	18		
45	Hwy 75 (FM 691 to FM 902)	6		
46	75, Merge triangle traffic island at S/W Travis	9	**275**	**2475**
47	Fm 1417 (Hwy 56 to Hwy 11)	9		
48	Hwy 82 (Hwy 289 to FM 1417)	6		
49	Ida Rd, ROW	9		
50	Travis St, ROW	9		
51	Arizona St, ROW	9		
52	N East St, from Houston to Pecan, ROW	9		
53	First St, ROW (including mow-back at all intersections)	9		
54	N East St, north of Texoma Parkway	9		

TOTAL **49815**

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

Royce Lawn & Landscaping, LLC

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

Stacey Brown

Signature of vendor doing business with the governmental entity

01/04/2026

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/19/2026

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
Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

CONTACT NAME:
PHONE (A/C, No, Ext): (855) 222-5919 **FAX (A/C, No):**
E-MAIL ADDRESS: support@nextinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Next Insurance US Company	16285
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
RoyceLawnandLandscaping
539 W Commerce St # 7124
Texas, TX 75036

COVERAGES **CERTIFICATE NUMBER:** 097034341 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	NXT34TYR9C-00-GL	03/17/2026	03/17/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000.00 $100,000.00 $10,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	X		NXT34TYR9C-00-GL	03/17/2026	03/17/2027	EACH OCCURRENCE AGGREGATE $	$ 2,000,000.00 $ 2,000,000.00 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Contractors Errors and Omissions	X		NXT34TYR9C-00-GL	03/17/2026	03/17/2027	Each Occurrence: Aggregate:	$10,000.00 $20,000.00

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

Project name: Finish and Rough Mowing Services subject to the policy terms and conditions. The Certificate Holder is City of Sherman. A General Liability Waiver of Subrogation applies in favor of this Certificate Holder. NEXT will provide this Certificate Holder with written notice of cancellation 30 days in advance for any of the following policies, General Liability. This Certificate Holder is an Additional Insured on the General Liability policy and Umbrella/Excess Liability policy on a primary and non-contributory basis. All Additional Insured privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER
City of Sherman
220 W Mulberry St
Sherman, TX 75090

LIVE CERTIFICATE
Click or scan to view

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

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ERGO | NEXT

NEXT INSURANCE, INC.
PO BOX 31240
SALT LAKE CITY, UT 84131

****
CITY OF SHERMAN
220 W MULBERRY ST
SHERMAN, TX 75090-5832

New 30 days notice of cancellation approved

March 19, 2026

Hi City of Sherman,

RoyceLawnandLandscaping has approved the entity below to receive a special designation. Please see details below.

Insured business:	RoyceLawnandLandscaping
Entity:	City of Sherman zacharyf@cityofsherman.com City of Sherman 220 W Mulberry St, Sherman, TX 75090
Designation:	30 days notice of cancellation
Applied to:	General Liability

We'll send you an update whenever this business' coverage is scheduled to end, either through cancellation or nonrenewal. You can also always visit this business' Live Certificate to review their active coverage.

If you have any questions or concerns, feel free to visit our Help Center on our website at www.nextinsurance.com. We're here and happy to help.

Sincerely,
The NEXT Insurance Team

P.s. To remove this designation and stop receiving alerts for changes to RoyceLawnandLandscaping's coverage, contact our support team at 855-222-5919 or email support@nextinsurance.com.

XXXX

POLICY NUMBER: NXT34TYR9C-00-GL

IL 12 06 04 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS POLICY CHANGES

Effective Date of Change: 03/19/2026
Change Endorsement No.: 04
Named Insured: RoyceLawnandLandscaping
DBA:

The following item(s):

	Insured's Name		Insured's Mailing Address
	Policy Number		Company
	Effective/Expiration Date		Insured's Legal Status/Business of Insured
X	Additional Interested Parties		Premium Determination
	Limits/Exposures	X	Coverage Forms and Endorsements
	Covered Property/Location Description		Deductibles
	Rates		Classification/Class Codes

is (are) changed to read **{See Additional Page(s)}:**

The above amendments result in a change in the premium as follows:

X **NO CHANGES**	**TO BE ADJUSTED AT AUDIT**	**ADDITIONAL PREMIUM**	**RETURN PREMIUM**
			$0.00

Countersigned By: Ann Ryan

(Authorized Agent)

© ISO Properties, Inc., 2002

POLICY CHANGES ENDORSEMENT DESCRIPTION
It is understood and agreed that: The following forms are added: NXUS-GL-2022.1-0218 - Designated Additional Insured Primary Insurance All other terms and conditions remain unchanged.

REMOVAL PERMIT

If this policy includes the Commercial Property Coverage Part, or the Capital Assets Program (Output Policy) Coverage Part with all property scheduled on the Scheduled Location Endorsement **OP 14 01,** the following applies with respect to that Coverage Part:

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

© ISO Properties, Inc., 2002

POLICY NUMBER: NXT34TYR9C-00-GL

IL 12 06 04 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS POLICY CHANGES

Effective Date of Change: 03/17/2026
Change Endorsement No.: 02
Named Insured: RoyceLawnandLandscaping
DBA:

The following item(s):

	Insured's Name		Insured's Mailing Address
	Policy Number		Company
	Effective/Expiration Date		Insured's Legal Status/Business of Insured
	Additional Interested Parties	X	Premium Determination
	Limits/Exposures	X	Coverage Forms and Endorsements
	Covered Property/Location Description		Deductibles
X	Rates		Classification/Class Codes

is (are) changed to read **{See Additional Page(s)}:**

The above amendments result in a change in the premium as follows:

NO CHANGES	TO BE ADJUSTED AT AUDIT	ADDITIONAL PREMIUM	RETURN PREMIUM
		$93.99	

Countersigned By:

(Authorized Agent)

© ISO Properties, Inc., 2002

POLICY CHANGES ENDORSEMENT DESCRIPTION
It is understood and agreed that: The following forms are added: CG 24 04 12 19 - Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) All other terms and conditions remain unchanged.

REMOVAL PERMIT

If this policy includes the Commercial Property Coverage Part, or the Capital Assets Program (Output Policy) Coverage Part with all property scheduled on the Scheduled Location Endorsement **OP 14 01,** the following applies with respect to that Coverage Part:

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

© ISO Properties, Inc., 2002

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

March 23, 2026

The City Sherman
220 West Mulberry Street
Sherman TX 75090

Account Information:

Policy Holder Details :	**Royce Lawn & Landscaping LLC**

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/23/2026

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 be endorsed. If SUBROGATIONIS 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	CONTACT NAME:	
NUTMEG INS AGENCY INC/PHS 76210840 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	PHONE (A/C, No, Ext): (888) 925-3137	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
Royce Lawn & Landscaping LLC 539 W COMMERCE ST STE 7124 DALLAS TX 75208-1953	INSURER A : Hartford Lloyd's Insurance Company	38253
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	☐ OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION $							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	76 WEG CA9GXK	03/21/2026	03/21/2027	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$100,000
							E.L. DISEASE -EA EMPLOYEE	$100,000
							E.L. DISEASE - POLICY LIMIT	$500,000

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

Those usual to the Insured's Operations. Waiver of Subrogation applies in favor of the Certificate Holder per Waiver of our Right to Recover from Others Endorsement WC420304 attached to this policy.

CERTIFICATE HOLDER

The City Sherman
220 West Mulberry Street
Sherman TX 75090

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

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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

Roy Brown (Full Name, hereafter "Affiant"),

Field Manager/Owner (state title/capacity with Contracting Entity) of

Royce Lawn & Landscaping, LLC (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

_____

_____

_____

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: Royce Lawn & Landscaping, LLC.

Business Address (No./Street) 539 W. Commerce St. Suite 7124
(City/State/Zip Code) Dallas, TX 75208
Telephone Number (817) 739-3907
Email Address (optional) contact@roycelawn.com
Residence Address (No./Street) _____
(City/State/Zip Code) _____
Telephone Number (_____) _____
Email Address (optional) _____

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

Name: Roy Brown

Business Address (No./Street) _____
(City/State/Zip Code) _____
Telephone Number (_____) _____
Email Address (optional) _____
Residence Address (No./Street) 4451 Broken Bow Lane #710
(City/State/Zip Code) Prosper, TX 75078
Telephone Number (817) 739-3907
Email Address (optional) _____

6. ***Optional Information***

Contracting Entity and/or N/A (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: _____

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 10TH day of FEBRUARY, 2026.

(Seal)

THERESA MENDOZA
Notary Public, State of Texas
Comm. Expires 06-09-2027
Notary ID 134400511

_____
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

Sherman
CLASSIC TOWN. BROAD HORIZON.

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, Roy Brown, the undersigned representative of Royce Lawn & Landscaping, LLC. 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, Roy Brown, the undersigned representative of Royce Lawn & Landscaping, LLC 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, Roy Brown, the undersigned representative of Royce Lawn & Landscaping, LLC 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, Roy Brown, the undersigned representative of Royce Lawn & Landscaping, LLC 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, Roy Brown, the undersigned representative of Royce Lawn & Landscaping, LLC 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

Roy Le Brown Signature of Company Representative

02-10-2026 Date

Owner Position/Title

THE STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned notary public on this 10TH day FEBRUARY, 2026 personally appeared

ROY BROWN on behalf of ROYCE LAWN & LANDSCAPING, LLC (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 10 day of FEB 2026.

THERESA MENDOZA
Notary Public, State of Texas
Comm. Expires 06-09-2027
Notary ID 134400511

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Sherman
CLASSIC TOWN. BROAD HORIZON.

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

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

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 Bruce McDonald (Full Name, hereafter "Affiant"), Sr Business Development Manager (state title/capacity with Contracting Entity) of Yellowstone Landscape Central 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

Mowing Services

(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
[x] CORPORATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[ ] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

_____

_____

_____

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: Yellowstone Landscape Central Inc.

Business Address (No./Street) 500 Huffines Blvd

(City/State/Zip Code) Lewisville, Texas 75056

Telephone Number (469-682-0986

Email Address (optional) bmcdonald@yellowstonelandscape.com

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

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

Name: None

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

6. ***Optional Information***

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

Orig. Dept.: _____ File/I.D. No.: _____

AFFIDAVIT OF OWNERSHIP OR CONTROL

Name of Debtor: None

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 9th day of February, 2026.

(Seal)

MONICA RENEA MUNIZ
Notary Public, State of Texas
Comm. Expires 05-20-2029
Notary ID 135516342

Notary Public

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

END OF DOCUMENT

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Yellowstone Landscape Central Inc.

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

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

N/A

Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

7

Bruce McDonald

Name of signatory

Signature

2/9/2026

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF LIABILITY INSURANCE

4/1/2026

DATE (MM/DD/YYYY) 3/13/2026

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	Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600
CONTACT NAME:	The Speed Team
PHONE (A/C, No, Ext):	(404) 460-3600
FAX (A/C, No):	
E-MAIL ADDRESS:	secertspeed@lockton.com
INSURED 1472881	Yellowstone Landscape, Inc. and all Subsidiaries See Attached List P.O. Box 936347 Atlanta GA 31193

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Safety National Casualty Corporation	15105
INSURER B : ACE Property and Casualty Insurance Company	20699
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 23151054 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Pesticide&Herbicide [X] SIR $250,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	N	N	GL6676218	4/1/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	N	N	CA6676217 XEL4069294 - $1M x $1M	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	N	N	XEUG72569647 004	4/1/2025	4/1/2026	EACH OCCURRENCE AGGREGATE SIR	$ 10,000,000 $ 10,000,000 $ 25,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N	LDS4066360	4/1/2025	4/1/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

23151054
City of Sherman
220 W. Mulberry
Sherman, TX 75092

CANCELLATION See Attachments

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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The ACORD name and logo are registered marks of ACORD

Attachment Code: D605923 Master ID: 1472881, Certificate ID: 23151054

Policy Forms

General Liability

1. CG 20 10 12 19 Additional Insured - Owners, Lessees or Contractors - Ongoing Operations
2. CG 20 37 12 19 Additional Insured - Owners, Lessees or Contractors - Completed Operations
3. CG 20 28 12 19 Additional Insured - Lessors of Leased Equipment
4. CG 20 07 12 19 Additional Insured - Engineers, Architects or Surveyors
5. CG 24 04 12 19 Waiver of Subrogation
6. CG 20 01 12 19 Primary and Non-Contributory Coverage
7. SNGL 047 0514 Earlier Notice of Cancellation Provided to Third Parties

List of Named Insureds

Yellowstone Parent, L.P
Elk Intermediate Company I, Inc.
Elk Intermediate Company II, Inc.
Elk Buyer, Inc.
YLG Holdings, Inc.
Yellowstone Intermediate Holdings, Inc.
Yellowstone Landscape, Inc.
Yellowstone Landscape – Southeast, LLC
ALSW, LLC
Leaderscape – Palm Beach, LLC
Florida Landscape Consultants, LLC
Southeast Landscape Management Company, LLC
YLA - Midwest, LLC
Crawford Landscaping Group, LLC
Acres Maintenance, LLC
Hayden Landscaping & Maintenance, LLC
Green-Up Landscape, LLC
Acres Enterprises, LLC
Yellowstone Landscape - Central, Inc
BLSW LLC
YLCSW, LLC
Texas Services, LLC
Native Land Design, LLC
Landscape USA- Austin, LLC
Ecoscape Solutions Group LLC
ELSW, LLC
Heads Up Landscape Contractors, LLC
Yellowstone Landscape West, LLC
SLM Holdings , LLC
Somerset Landscape LLC
Park Landscape LLC
Greener Pastures Landscaping LLC
Premier Sports Fields, LLC
Duke's Grounds Maintenance, LLC
Landscape Management Professionals, LLC
RKLT Properties, LLC
Arizona's Best Landscape Management
Bloom Floralscapes, LLC
KCS Landscape Management, LLC
Premier Sports Fields, LLC
Moore Landscapes, LLC
O'Donnell's Landscape Service, LLC
Gleason Johndrow Landscaping, LLC
Davis Landscape Company LLC

Townscapes, LLC
Green Pastures Landscape Company, LLC
Northwest Landscaping, LLC
Greenery NYC, Inc
Elegant Lawn Care, LLC
Rainmaker Irrigation & Landscaping, LLC
Boren's Grass Groomers, LLC
Frank Carson Landscape & Maintenance, LLC
Green Earth Inc. (effective 5/1)
Trisler Landscape Management, LLC - Effective 9/1/25

Sherman
CLASSIC TOWN. BROAD HORIZON.

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

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

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

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

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

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

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

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

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

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

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

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

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

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

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

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

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

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

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

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

b. does not include:

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

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

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

Yellowstone Landscape Central Inc.

I, Bruce McDonald, the undersigned representative of _____ 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.

Yellowstone Landscape Central Inc.

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

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

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

Signature Page to Follow

Signature of Company Representative

2/9/2026 Date

Sr Business Development Manager Position/Title

THE STATE OF Texas

COUNTY OF Denton

BEFORE ME, the undersigned notary public on this day personally appeared Bruce Whitmeyer on behalf of Yellowstone Landscape Central Inc (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 9th day of February 20 26.

MONICA RENEA MUNIZ
Notary Public, State of Texas
Comm. Expires 05-20-2029
Notary ID 135516342

NOTARY PUBLIC IN AND FOR THE STATE OF _____

Sherman
CLASSIC TOWN. BROAD HORIZON.

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2026-1433219

Date Filed:
03/13/2026

Date Acknowledged:

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

Yellowstone Landscape Central Inc
Lewisville, TX United States

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.

No. 2026-07
Finish and Rough Mowing Services

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Bruce McDonald, and my date of birth is 2/22/1972.

My address is 296 Hacienda, Pottboro (city), TX (state), 75076 (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 13 day of March (month), 20 26 (year).

Signature of authorized agent of contracting business entity
(Declarant)

AGREEMENT FOR Finish and Rough Mowing SERVICES

The City of Sherman, Texas, a home-rule municipality ("City"), and Yellowstone Landscape Central Inc, a Corporation (LLC, Partnership, etc.) ("Contractor"), hereby enter into this Agreement for Mowing 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 mowing 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.

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. Umbrella Coverage or Excess Liability	An amount of $2,000,000.00

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: Yellowstone Landscape Central Inc.
Attn: Bruce McDonald
Address: 500 Huffines Blvd
Lewisville, Texas 75056
Telephone: 469-682-0986
Facsimile:
Email: bmcdonald@yellowstonelandscape.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:

Teri Fine, City Clerk

APPROVED AS TO FORM:

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

a [state] []

By: _____
Printed Name: Bruce McDonald
Title: Sr Business Development Manager
Date: 3/12/2026

STATE OF TEXAS §
§
COUNTY OF Denton §

BEFORE ME, the undersigned authority, on this day personally appeared Bruce McDonald, 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 Sr Business Development Manager (title) and duly authorized representative for Yellowstone Landscape Central 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 12th day of March, 2026.

MONICA RENEA MUNIZ
Notary Public, State of Texas
Comm. Expires 05-20-2029
Notary ID 135516342

Notary Public in and for the State of Texas
My Commission Expires: 05/20/2026

EXHIBIT A

SPECIFICATIONS

SPECIFICATIONS FOR FINISH MOWING LOCATIONS

- Grass to be routinely mowed to an average height of 1 ½" to 2".
- Clippings to be blown off drives and walkways, but not into the street.
- Trimming around all obstacles, as needed. Any use of Round-Up or other chemicals must be pre-approved.
- Edging (string) of curbs, drives, and walks will be performed each mowing cycle.
- Litter to be removed from area PRIOR to mowing.
- Depending on location, direction of mowing pattern to be altered on a regular basis to avoid worn spots.
- Mowing to include topping along edged locations.

SPECIFICATIONS FOR ROUGH MOWING LOCATIONS

- Grass to be routinely mowed to maintain an average height of 6".
- Clippings to be blown off the drives and walkways, but, not into the street.
- Edging (string) when curb and gutter street present.
- Edging (string) around utility poles, towers, guard rails, and wires.
- Litter to be removed from area PRIOR to mowing.
- Any use of Round-Up or other chemicals must be pre-approved.

MOWING SHEDULE:

Initially, this mowing contract will begin on or near April 1, 2026, continuing through October 31, 2026. If the contract is renewed, per terms listed within this IFB, the City will require mowing services as needed during the off-season months and full mowing schedules to resume on or near April 1st. Generally, for April-October months, contractor can expect to follow the twice-per-month & three-times-per-month mowing requirements listed in the location bid item section. Any additional mowing must be pre-approved by the Grounds and Cemetery Maintenance Superintendent.

NOTE ON AWARDING: The City will not award all mowing sites to one vendor. Due to the volume of mowing sites, and the addition of larger highway sections, the City intends to award contracts to multiple vendors. Bidders are not required to submit a price for each site. Bidders ARE required to submit pricing for the locations they want to bid on.

EXHIBIT B

Vendor			Yellowstone Landscape	
Item Code	**Item Name**	**Qty**	**Unit Price**	**Total Price**
1	Airport	27		
2	Center St Underpass	27	**46**	**1242**
3	Lamar St Underpass	27		
4	Houston St Underpass	27	**28**	**756**
5	Hwy 75 and 82 ROW	27	**114**	**3078**
6	Park St Underpass	27	**28**	**756**
7	Travis St Underpass	27	**49**	**1323**
8	Houston/Lamar Frontage Rd	27	**154**	**4158**
9	Washington St Underpass and Island	27	**79**	**2133**
10	75-Intersection at Sheppard Dr (east and west sides)	27		
11	W Travis-ROW & medians from 75	27		
12	Grand Ave Medians-No flower beds	27		
13	Cherry at 75-ROW	27	**14**	**378**
14	Moore St ROW 1417 to Park St	27		
15.1	4200 Block Texoma Parkway, triangle between KTEN and Parkway	27	**24**	**648**
15.2-15.6	Texoma Parkway median, hard edge, weed eat curbs	27	**604**	**16308**
16	FM 1417 ROW and Redbud, finish mowing	27	**6**	**162**
17	FM 1417 ROW Washington St to Hwy 82 & sidewalk areas	27		

18	1417-intersection at Houston (east and west side)	27		
19	1417-traffic island from 56/Houston to Washington	27		
20	Lamberth at 75-ROW	18		
21	N Loy Lake @ 75 turnabout & traffic island across from Graham	18		
22	75-ROW intersection W Fern to W Pecan	18	**41**	**738**
23	W Steadman-ROW at 75	18	**4**	**72**
24	1417 Intersection at Old Airport Rd	18	**19**	**342**
25	1417 Intersection at Farmington	18	**22**	**396**
26	1417 Intersection at Quail Run from 1417 to Del Mar	18	**51**	**918**
27	Brookstone at 1417, both sides of intersection	18	**18**	**324**
28	Steeplechase-ROW intersection at 1417	18		
29	S Travis St-ROW	18		
30	Dewey Ave and Ida Rd intersection	18	**120**	**2160**
31	N Travis St-ROW at 82, all sides	18		
32	N Loy Lake and 82, ROW at Popeye's	18	**28**	**504**
33	Masters-E Peyton St North to tree line	18	**50**	**900**
34	Loy Lake, south of Simmons Bank, RR ROW (Taylor St RR ROW)	18	**16**	**288**
35	Fallon Dr, ROW	18	**161**	**2898**
36	Pecan Grove, ROW	18	**48**	**864**
37	Frisco Rd, ROW	18	**241**	**4338**

38	Lamberth Rd and bridge	18	**80**	**1440**
39	Gallagher Rd, ROW & N Luther Knox Dr	18		
40	1100 Blk Throckmorton (Richards & Throckmorton)	18	**45**	**810**
41	Throckmorton St, Dead end lot	18	**31**	**558**
42	800 Blk East Sycamore, adjacent to RR property	18	**49**	**882**
43	ROW at King and at Wells	18		
44	Ross St, ROW	18	**87**	**1566**
45	Hwy 75 (FM 691 to FM 902)	6	**15190**	**91140**
46	75, Merge triangle traffic island at S/W Travis	9		
47	Fm 1417 (Hwy 56 to Hwy 11)	9	**2498**	**22482**
48	Hwy 82 (Hwy 289 to FM 1417)	6	**13474**	**80844**
49	Ida Rd, ROW	9	**56**	**504**
50	Travis St, ROW	9	**196**	**1764**
51	Arizona St, ROW	9		
52	N East St, from Houston to Pecan, ROW	9		
53	First St, ROW (including mow-back at all intersections)	9	**291**	**2619**
54	N East St, north of Texoma Parkway	9		

TOTAL **250293**

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

Invitation for Bid

For

FINISH AND ROUGH MOWING SERVICES

IFB No. 2026-07

Publication Dates: **Tuesday January 6, 2026**
Tuesday January 13, 2026

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CITY OF SHERMAN, TEXAS

FINANCE DEPARTMENT

INVITATION FOR BID - BID NO. 2026-07; **Finish and Rough Mowing Services**

The enclosed **INVITATION FOR BID** (IFB) and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed **Finish and Rough Mowing Services** for the City of Sherman.

Questions may be addressed to the Finance Department at the address listed below. The bids will be opened at **2:00 p.m. on Tuesday January 27, 2026,** at the following address:

City of Sherman
City Hall
220 W Mulberry St
Sherman, TX
903-487-5976
carlah@cityofsherman.com

Bids may be submitted by mail to the following address:

City of Sherman
Finance Dept. – IFB for Finish and Rough Mowing Services - No. 2026-07

P.O. Box 1106
Sherman, TX 75091-1106

OR

Electronically at www.publicpurchase.com

OR

By delivery at City Hall, address listed above.

NOTICE TO BIDDERS

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 27th day of January 2026,** at which time bids duly delivered and submitted will be considered for supplying the following:

BID NO. 2026-07 – Finish and Rough Mowing Services

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

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

Each bid delivered to the City shall be sealed and clearly marked "Finish and Rough Mowing Services 2026-07" 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.**

A pre-bid meeting is scheduled at **2 pm CST January 15, 2026**, to be located at **220 W. Mulberry St., Sherman, Texas, in City Council Chambers**. This meeting is not mandatory, but attendance is strongly encouraged.

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., Tuesday January 27, 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, or via phone at (903) 487-5976.

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.

CITY OF SHERMAN
GENERAL CONDITIONS

ADDENDA

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

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.

BID SUBMISSION

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

- Submit bids via mail to PO Box 1106, Sherman, TX 75091-1106.
- To submit a bid via mail, all documents must be returned and an original signature provided on the Required Items Form.
- Bids will not be accepted without a signature.
- Bids submitted by email or fax will not be accepted.
- The City is not responsible for mail service. See page 4, paragraph 3 of the Notice to Bidders.

BRAND NAMES

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

CHANGES OR ALTERATIONS

No part of this bid may be changed/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***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.

DELIVERY

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

DELIVERY DATE

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

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

INDEMNIFICATION

Respondents shall adhere to the City of Sherman's Indemnification, so noted as Article 8 of the provided Agreement.

INSURANCE

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

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

1.	**REQUIRED** Worker's Compensation & Employers Liability	 $100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
2.	**REQUIRED** General Liability	 Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
3.	**REQUIRED** 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.	**REQUIRED** Umbrella Coverage or Excess	 An amount of $2,000,000.0

Liability

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

11. **REQUIRED** 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.

Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of $100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.

Texas doesn't require most private employers to have workers' compensation. But private employers who contract with government entities must provide workers' compensation coverage for the employees working on the project. Some contractors may require their subcontractors and independent contractors to have workers' compensation.

MISCELLANEOUS

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

The city of Sherman supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If

your company distributes products made of recycled materials, please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycled materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

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

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

PAYMENT TERMS & CONDITIONS

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

It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

PROVISIONAL CLAUSES

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

REJECTION OF BIDS

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

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

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

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

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.

- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

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

SALES TAX

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

PROPOSAL DEFINITIONS:

"City" is the City of Sherman, Texas.
"Bidder" is an individual or business submitting a bid or proposal to the City of Sherman.
"Independent contractor" or "contractor" is one who contracts to perform work or furnish materials in accordance with a contract.

I. PROPOSAL TERMS

A. The City of Sherman reserves the right to reject any and all bids received as a result 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.
B. 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. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
C. In the event it becomes necessary to revise any part of the IFB, addenda will be provided. The deadline for submission of responses may be adjusted to allow for revisions. To be considered, the entire proposal document, with any amendments, should be returned by the specified date, time and method identified on page 2 of this document.
D. 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. Responses shall be written in ink or typewritten. No erasure marks are permitted. Mistakes may be crossed out and corrected and must have initials in ink by the person signing the proposal.
E. 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.

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

EVALUATION PROCESS

All submitted proposals 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 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

40% Project Plan (please see below for description requirements)
40% Pricing
18% References
2% Pre-bid meeting attended (contractor representative signature on pre-bid sign-in sheet)

Project Plan shall include the following:

- Background history of your company such as how long you have been in business, your current number of staff, the number of staff you intend to devote to this contract, your current contracts and obligations, number of mowing crews and how many staff are on each mowing crew, type and quantity of mowing equipment such as mowers, vehicles, accessory mowing apparatuses, trailers (if equipped)
- How your company will handle missing a mowing cycle during inclement weather or the inability to service a mowing cycle
- Contact information for the person who will be supporting this contract. This shall include office staff for invoicing and personnel who will oversee our account
- A description of how your company intends to oversee this contract, if awarded

ITEMS TO RETURN WITH RESPONSE

- Bid Worksheet-Exhibit B
- CIQ
- Affidavit of Ownership
- Project Plan
- References-two references MUST be for similar work-do not use City of Sherman as a reference if you have/are providing services to the City
- Letter of insurability from your insurance broker for the required types and amounts listed in General Insurance Requirements on pages 6-7
- Verification and Certification Form

SPECIFICATIONS

EXHIBIT A

SPECIFICATIONS FOR FINISH MOWING LOCATIONS

- Grass to be routinely mowed to an average height of 1 ½" to 2".
- Clippings to be blown off drives and walkways, but not into the street.
- Trimming around all obstacles, as needed. **Any use of Round-Up or other chemicals must be pre-approved**.
- Edging (string) of curbs, drives, and walks will be performed each mowing cycle.
- Litter to be removed from area **PRIOR** to mowing.
- Depending on location, direction of mowing pattern to be altered on a regular basis to avoid worn spots.
- Mowing to include topping along edged locations.

SPECIFICATIONS FOR ROUGH MOWING LOCATIONS

- Grass to be routinely mowed to maintain an average height of 6".
- Clippings to be blown off the drives and walkways, but, not into the street.
- Edging (string) when curb and gutter street present.
- Edging (string) around utility poles, towers, guard rails, and wires.
- Litter to be removed from area **PRIOR** to mowing.
- **Any use of Round-Up or other chemicals must be pre-approved**.

MOWING SHEDULE:

Initially, this mowing contract will begin on or near April 1, 2026, continuing through October 31, 2026. If the contract is renewed, per terms listed within this IFB, the City will require mowing services as needed during the off-season months and full mowing schedules to resume on or near April 1st. Generally, for April-October months, contractor can expect to follow the twice-per-month & three-times-per-month mowing requirements listed in the location bid item section. Any additional mowing must be pre-approved by the Grounds and Cemetery Maintenance Superintendent.

NOTE ON AWARDING: The City will not award all mowing sites to one vendor. Due to the volume of mowing sites, and the addition of larger highway sections, the City intends to award contracts to multiple vendors. Bidders are not required to submit a price for each site. Bidders ARE required to submit pricing for the locations they want to bid on.

Exhibit B

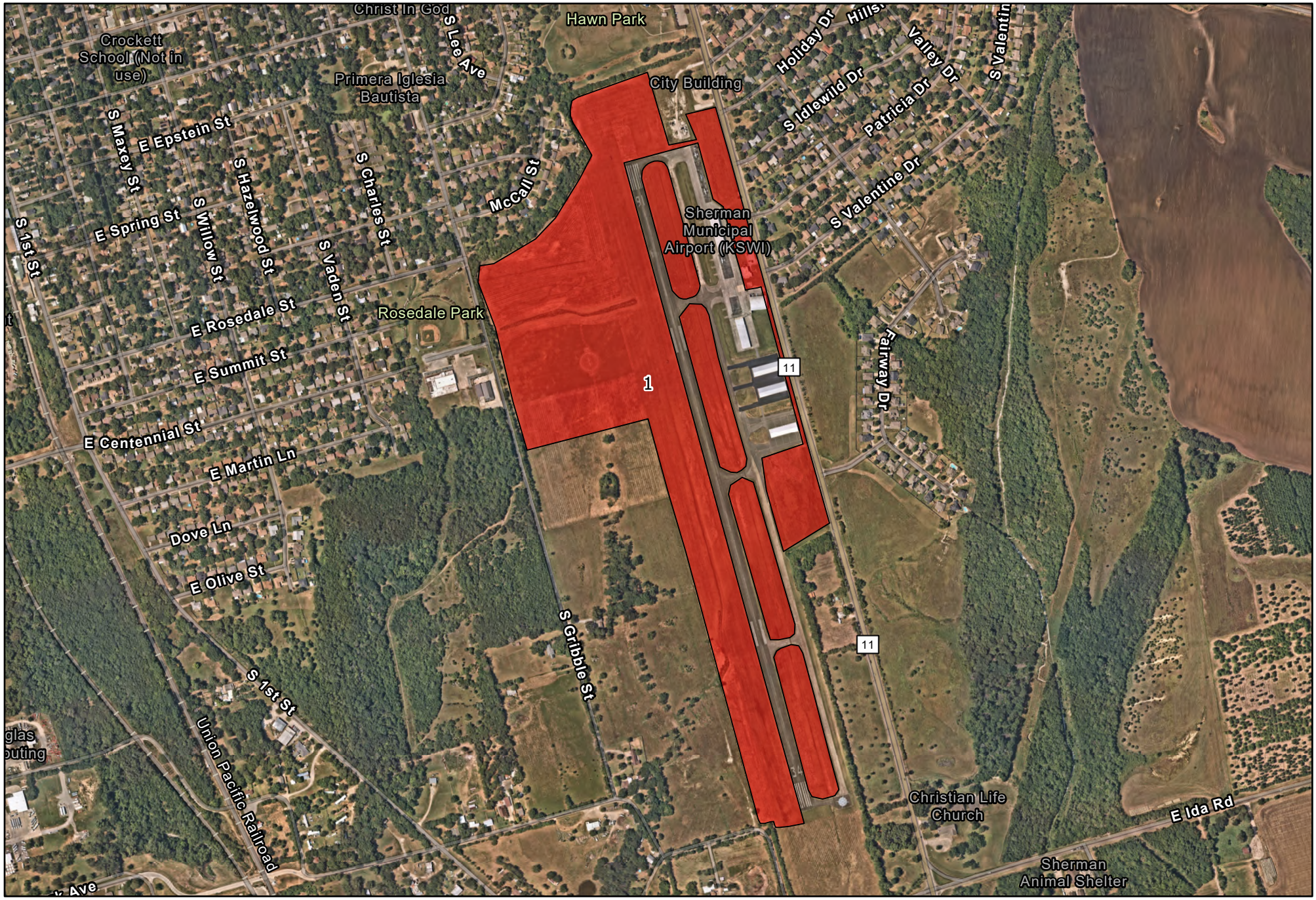
Map	Location	Notes	$ per Mow	Annual Cuts	Annual Cost
		3 Times per month			
1	Airport	Debris before/after mow, weed eat outside of fence & along fence		27	
2	Center St Underpass	Debris before/after mow, hard edge, remove clippings from ROW		27	
3	Lamar St Underpass	Debris before/after mow, hard edge, remove clippings from ROW		27	
4	Houston St Underpass	Debris before/after mow, hard edge, remove clippings from ROW		27	
5	Hwy 75 and 82 ROW	Debris before/after mow, hard edge, remove clippings from ROW		27	
6	Park St Underpass	Debris before/after mow, hard edge, remove clippings from ROW		27	
7	Travis St Underpass	Debris before/after mow, hard edge, remove clippings from ROW		27	
8	Houston/Lamar Frontage Rd	Debris before/after mow, hard edge, remove clippings from ROW		27	
9	Washington St Underpass and Island	Debris before/after mow, hard edge, remove clippings from ROW		27	
10	75-Intersection at Sheppard Dr (east and west sides)	Debris before/after mow, hard edge, remove clippings from ROW		27	
11	W Travis-ROW & medians from 75 to 1477, minus flower beds	Debris before/after mow, hard edge, remove clippings from ROW		27	
12	Grand Ave Medians	Debris before/after mow, hard edge, remove clippings from ROW		27	
13	Cherry at 75-ROW	Debris before/after mow, hard edge, remove clippings from ROW		27	
14	Moore St ROW 1417 to Park St	Debris before/after mow, hard edge, remove clippings from ROW		27	
15	4200 Block Texoma Parkway, triangle between KTEN and Parkway	Debris before/after mow, hard edge, remove clippings from ROW		27	
16	Texoma Parkway median, hard edge, weed eat curbs	Debris before/after mow, hard edge, remove clippings from ROW		27	
17	FM 1417 ROW and Redbud, finish mowing	Debris before/after mow, hard edge, remove clippings from ROW		27	
18	FM 1417 ROW Washington St to Hwy 82 & sidewalk areas	Debris before/after mow, hard edge, remove clippings from ROW		27	
19	1417-intersection at Houston (east and west side)	Debris before/after mow, hard edge, remove clippings from ROW		27	
20	1417-traffic island from 56/Houston to Washington	Debris before/after mow, hard edge, remove clippings from ROW		27	

		2 Times per Month			
21	Lamberth at 75-ROW	Debris before/after mow, hard edge, remove clippings from ROW		18	
22	N Loy Lake @ 75 turnabout & traffic island across from Graham	Debris before/after mow, hard edge, remove clippings from ROW		18	
23	75-ROW intersection W Fern to W Pecan	Debris before/after mow, hard edge, remove clippings from ROW		18	
24	W Steadman-ROW at 75	Debris before/after mow, hard edge, remove clippings from ROW		18	
25	1417 Intersection at Dorchester	Debris before/after mow, hard edge, remove clippings from ROW		18	
26	1417 Intersection at Farmington	Debris before/after mow, hard edge, remove clippings from ROW		18	
27	1417 Intersection at Qual Run from 1417 to Del Mar	Debris before/after mow, hard edge, remove clippings from ROW		18	
28	Brookstone at 1417, both sides of intersection	Debris before/after mow, hard edge, remove clippings from ROW		18	
29	Steeplechase-ROW intersection at 1417	Debris before/after mow, hard edge, remove clippings from ROW		18	
30	S Travis St-ROW	Debris before/after mow, hard edge, remove clippings from ROW		18	
31	Dewey Ave and Ida Rd intersection	Debris before/after mow, hard edge, remove clippings from ROW		18	
32	N Travis St-ROW at 82, all sides	Debris before/after mow, hard edge, remove clippings from ROW		18	
33	N Loy Lake and 82, ROW at Popeye's	Debris before/after mow, hard edge, remove clippings from ROW		18	
34	Masters-E Peyton St North to tree line	Debris before/after mow, hard edge, remove clippings from ROW		18	
35	Loy Lake, south of Simmons Bank, RR ROW (Taylor St RR ROW)	Debris before/after mow, hard edge, remove clippings from ROW		18	
36	Fallon Dr, ROW	Debris before/after mow, hard edge, remove clippings from ROW		18	
37	Pecan Grove, ROW	Debris before/after mow, hard edge, remove clippings from ROW		18	
38	Frisco Rd, ROW	Debris before/after mow, hard edge, remove clippings from ROW		18	
39	Lamberth Rd and bridge	Debris before/after mow, hard edge, remove clippings from ROW		18	
40	Gallagher Rd, ROW & N Luther Knox Dr	Debris before/after mow, hard edge, remove clippings from ROW		18	
41	1100 Blk Throckmorton (Richards & Throckmorton)	Debris before/after mow, hard edge, remove clippings from ROW		18	
42	Throckmorton St, Dead end lot	Debris before/after mow, hard edge, remove clippings from ROW		18	
43	800 Blk East Sycamore, adjacent to RR property	Debris before/after mow, hard edge, remove clippings from ROW		18	

44	ROW at King and at Wells	Debris before/after mow, hard edge, remove clippings from ROW		18	
45	Ross St, ROW	Debris before/after mow, hard edge, remove clippings from ROW		18	
		Rough Mow			
46	Hwy 75 (FM 691 to FM 902)	Debris before/after mow, hard edge, remove clippings from ROW		6	
47	75, Merge triangle traffic island at S/W Travis	Debris before/after mow, hard edge, remove clippings from ROW		9	
48	Fm 1417 (Hwy 56 to Hwy 11)	Debris before/after mow, hard edge, remove clippings from ROW		9	
49	Hwy 82 (Hwy 289 to FM 1417)	Debris before/after mow, hard edge, remove clippings from ROW		6	
50	Ida Rd, ROW	Debris before/after mow, hard edge, remove clippings from ROW		9	
51	Travis St, ROW	Debris before/after mow, hard edge, remove clippings from ROW		9	
52	Arizona St, ROW	Debris before/after mow, hard edge, remove clippings from ROW		9	
53	First St, ROW (including mow-back at all intersections)	Debris before/after mow, hard edge, remove clippings from ROW		9	
54	N East St, from Houston to Pecan, ROW	Debris before/after mow, hard edge, remove clippings from ROW		9	
55	N East St, north of Texoma Parkway	Debris before/after mow, hard edge, remove clippings from ROW		9	

_____ _____

Company Signature and Date



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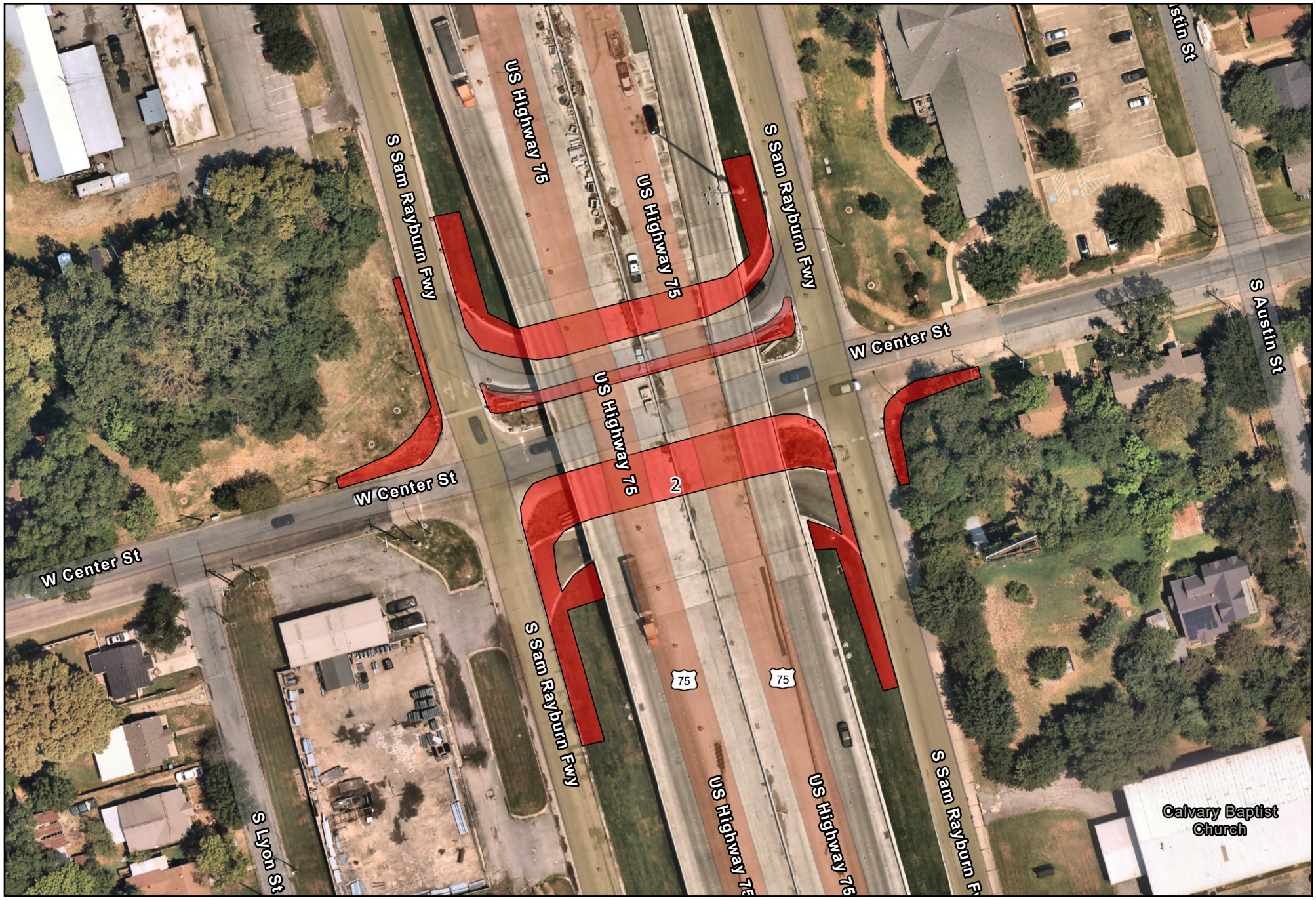
CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 1

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.



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CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 2

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

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Scale: 1:1,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 3

Source: Sherman GIS
Date:3/27/2024

Sherman
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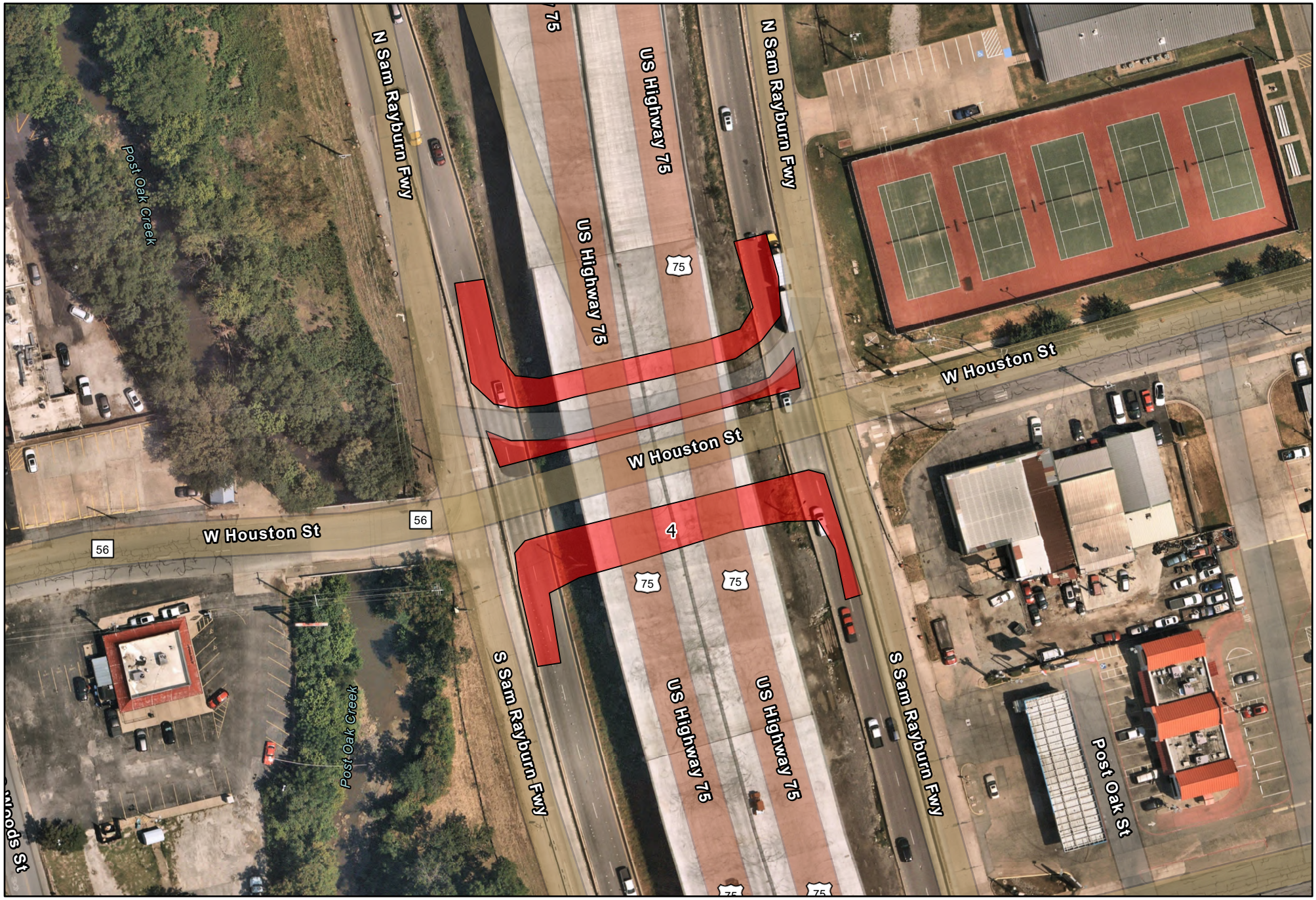

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CITY OF SHERMAN
CONTRACTOR MOWING AREAS
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Date:3/27/2024

Sherman
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CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 5

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

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Scale: 1:1,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 6

Source: Sherman GIS
Date:3/27/2024

Sherman
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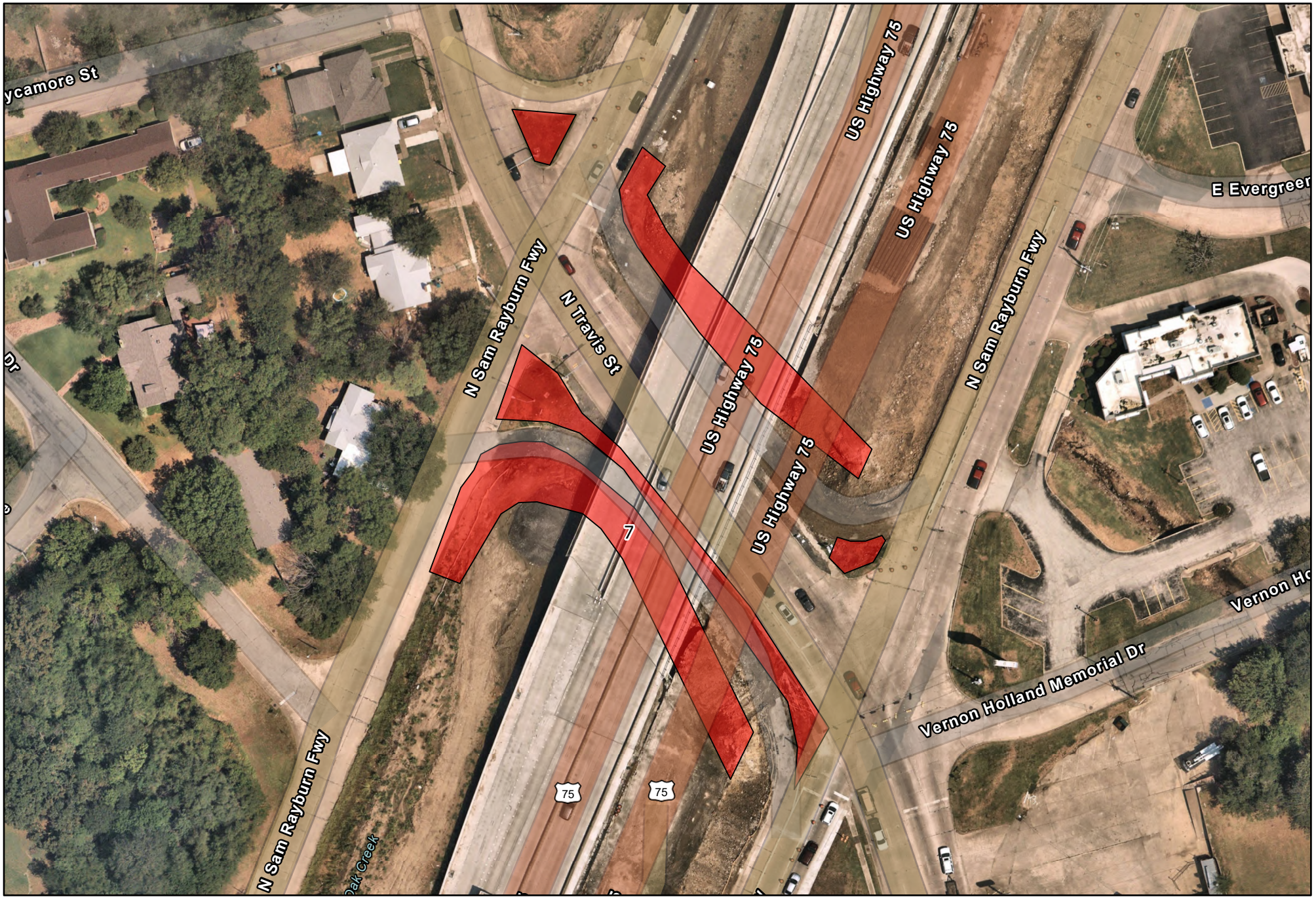

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CITY OF SHERMAN
CONTRACTOR MOWING AREAS
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Source: Sherman GIS
Date:3/27/2024

Sherman
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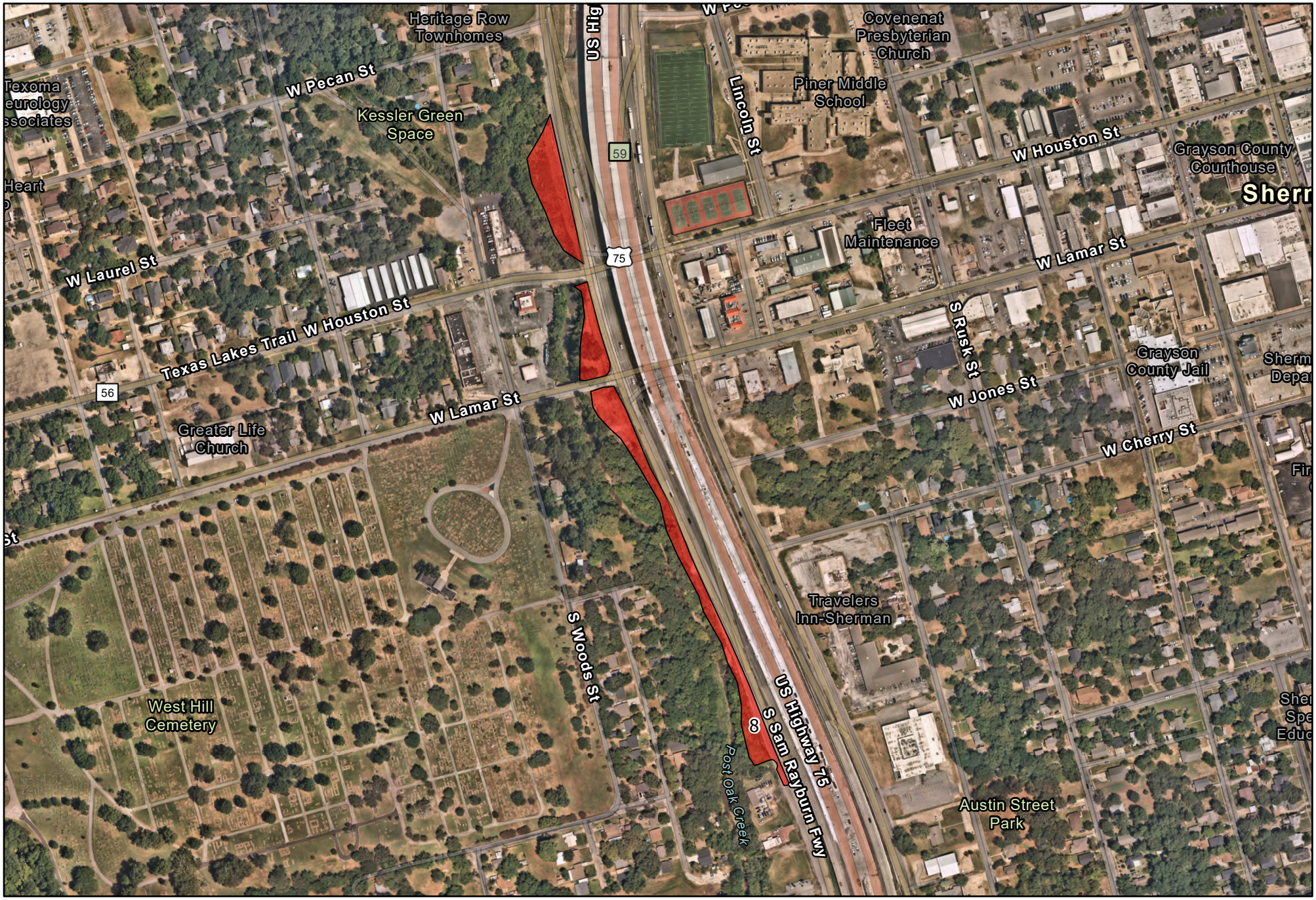

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CITY OF SHERMAN
CONTRACTOR MOWING AREAS
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Date:3/27/2024

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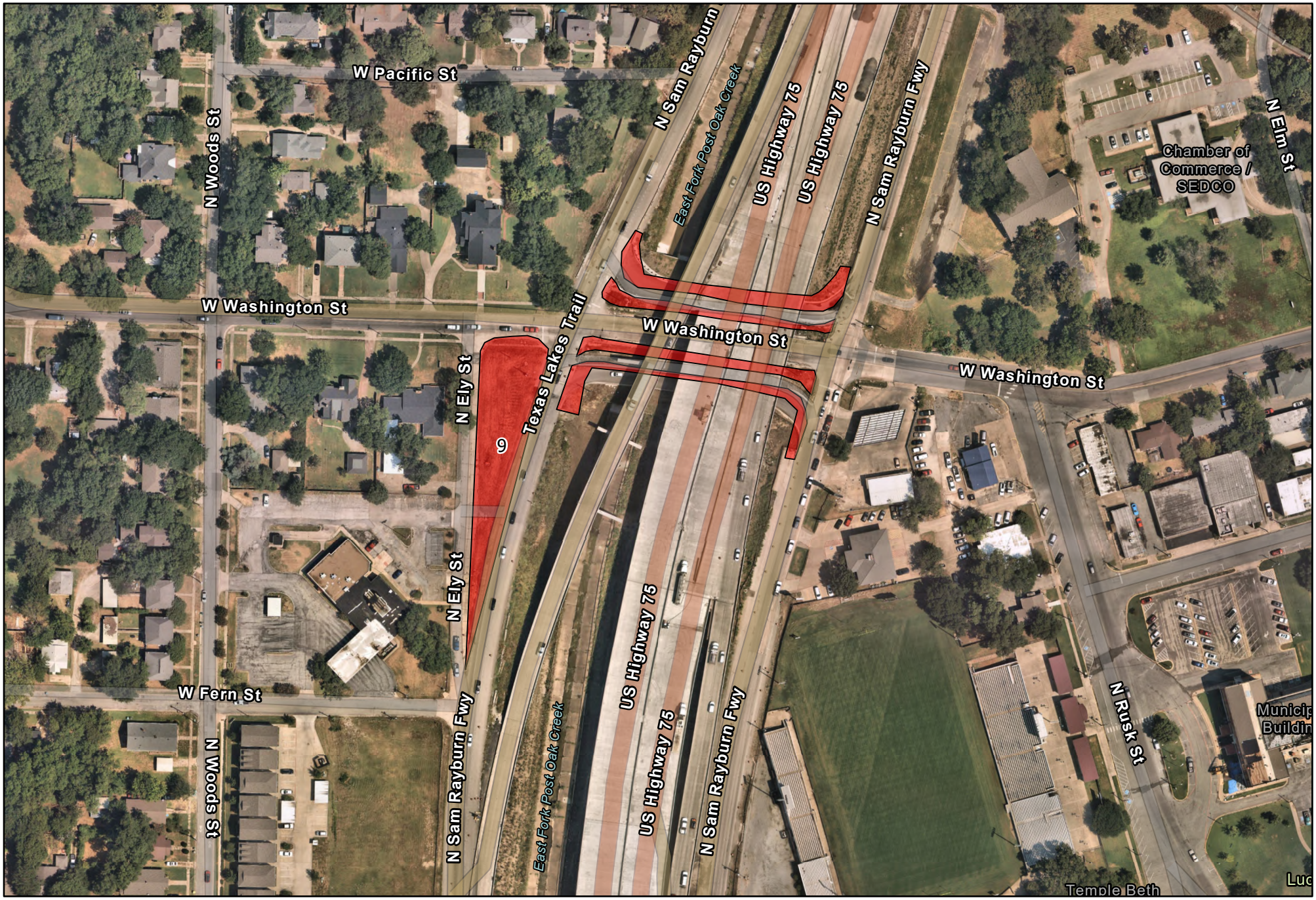

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CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 9

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Date:3/27/2024

Sherman
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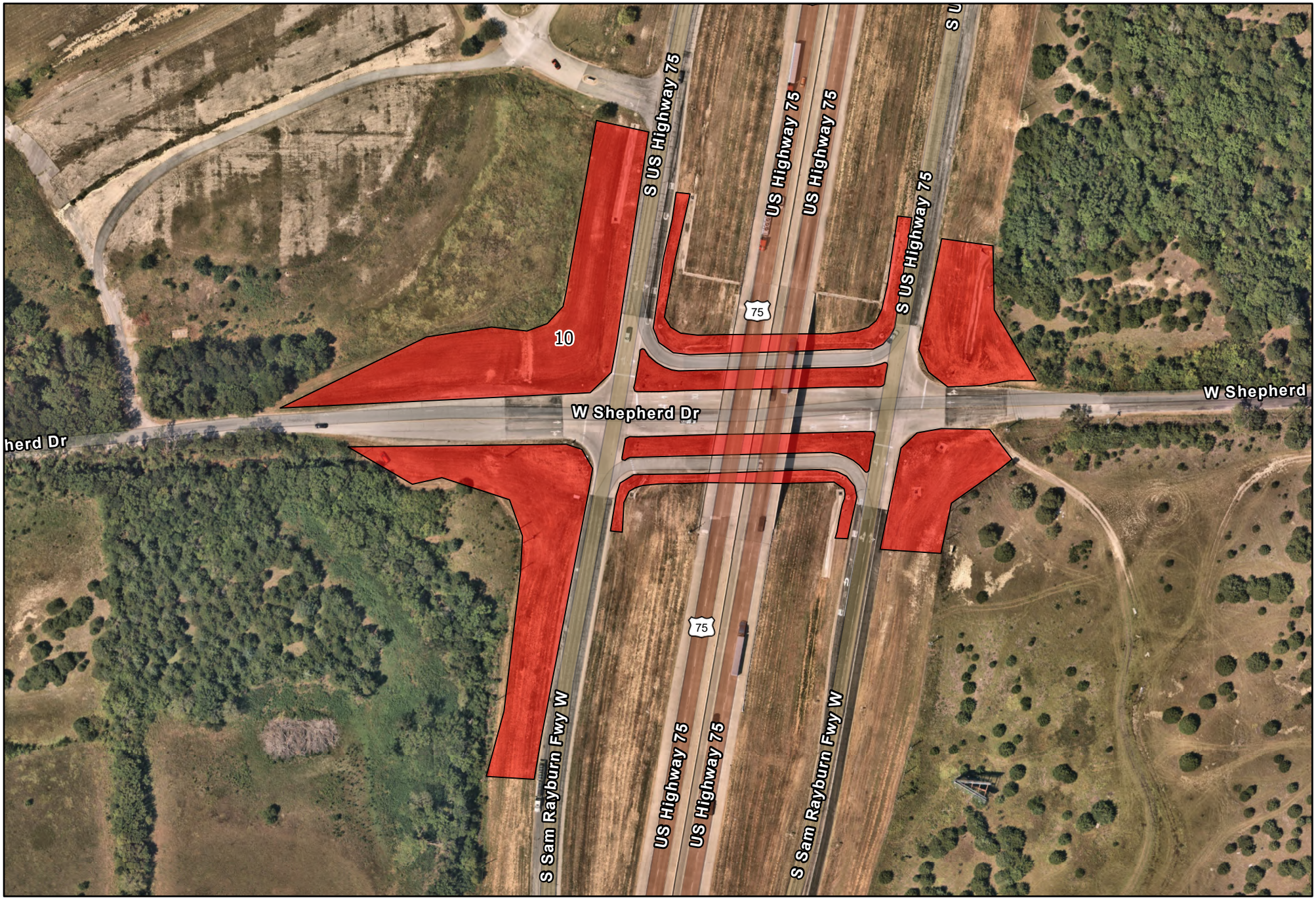

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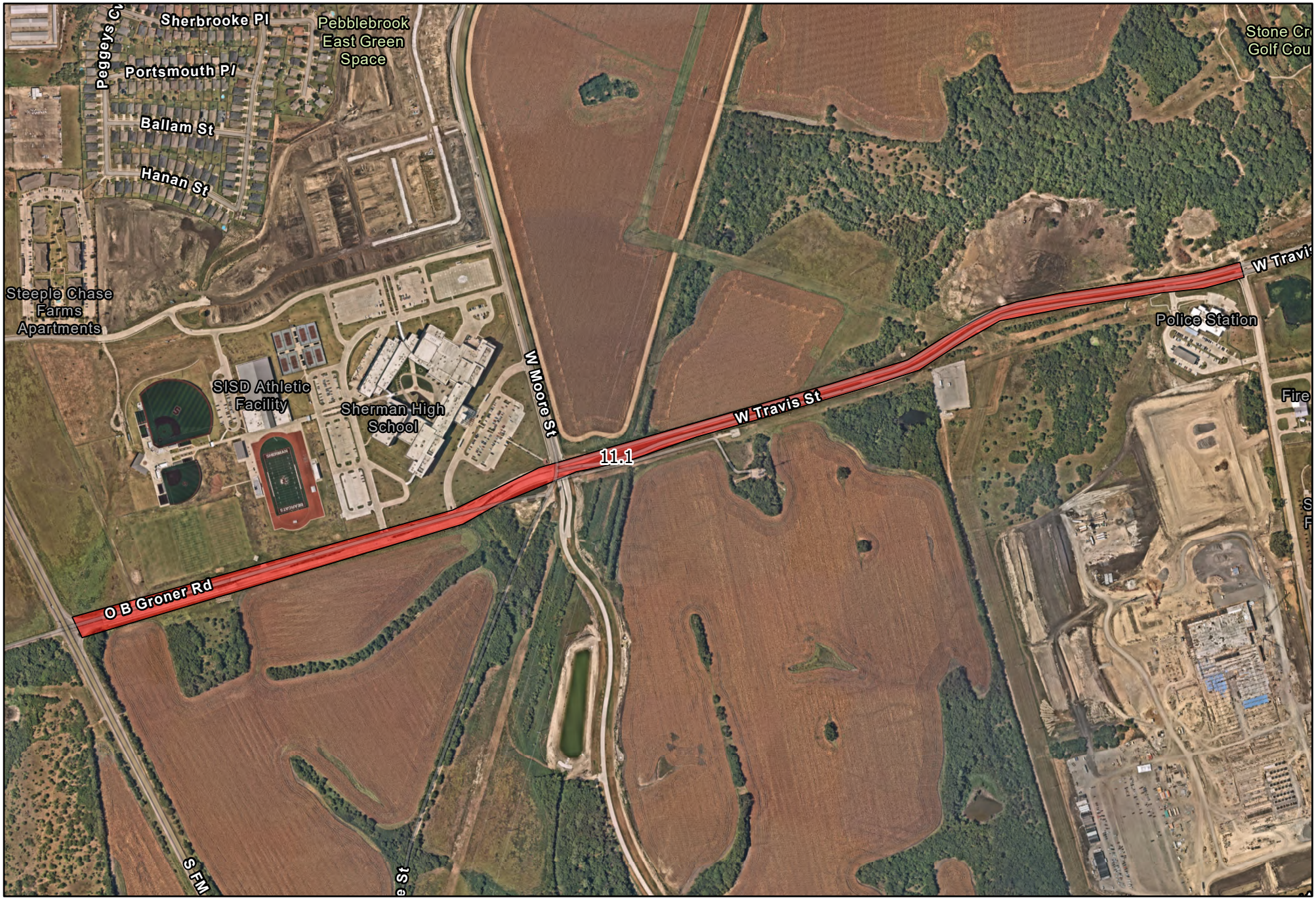
CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 10

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.



H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

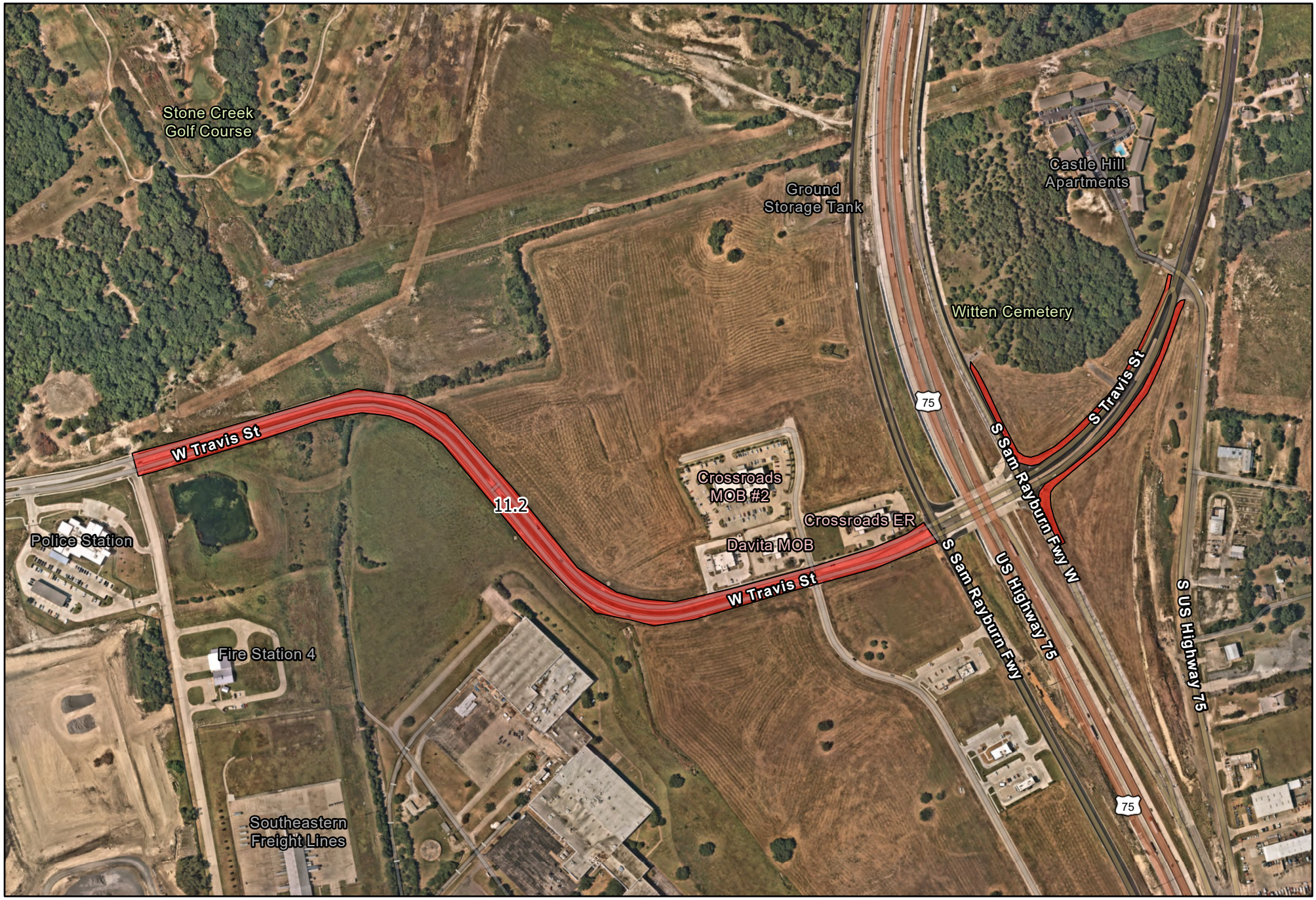
N

Scale: 1:9,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 11.1

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.



H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:6,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 11.2

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:3,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 12.1

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:3,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 12.2

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

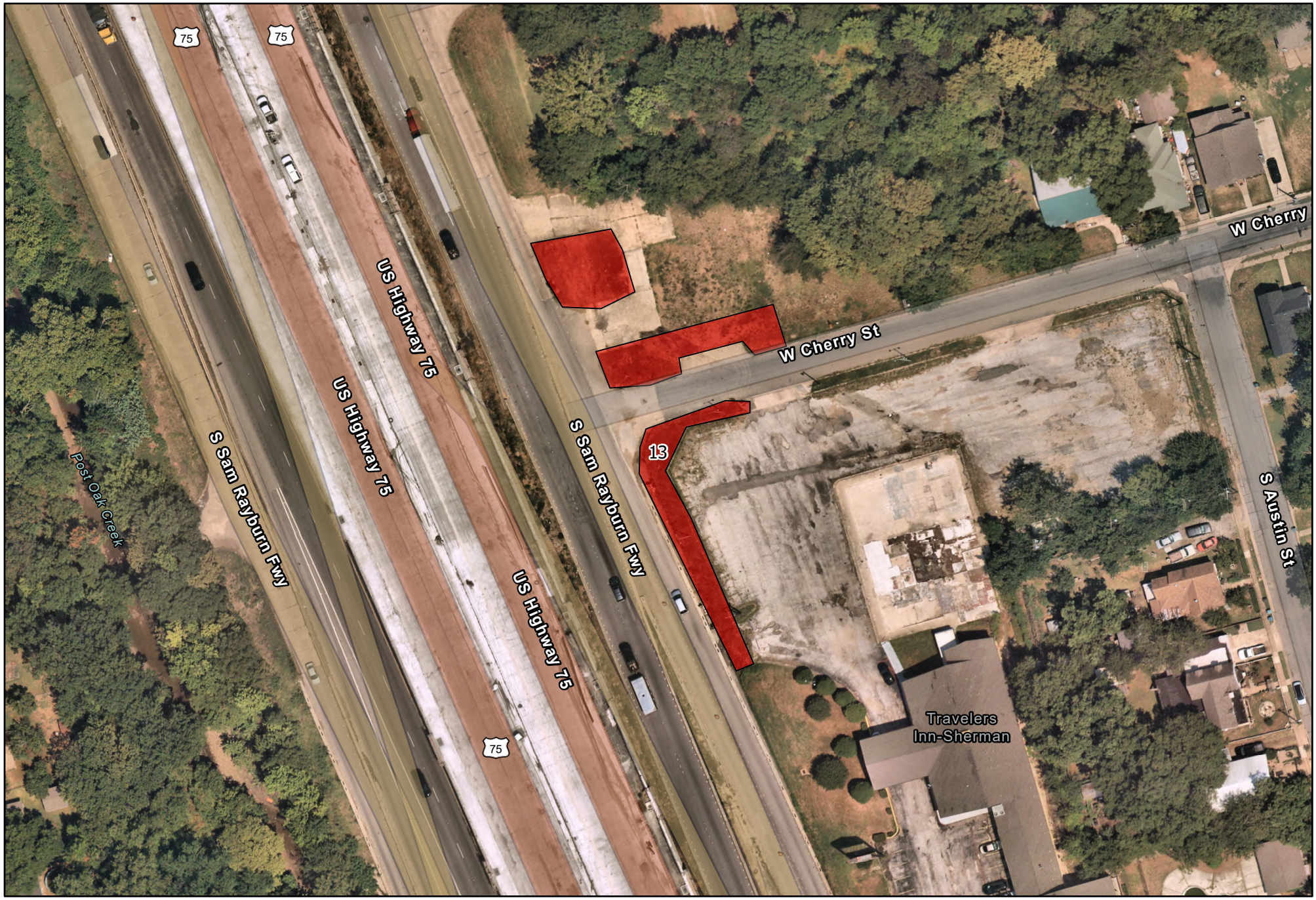
N

Scale: 1:2,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 12.3

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.



H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:1,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 13

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:12,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 14

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:1,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 15.1

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

Scale: 1:6,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 15.2

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:7,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 15.3

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:8,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 15.4

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

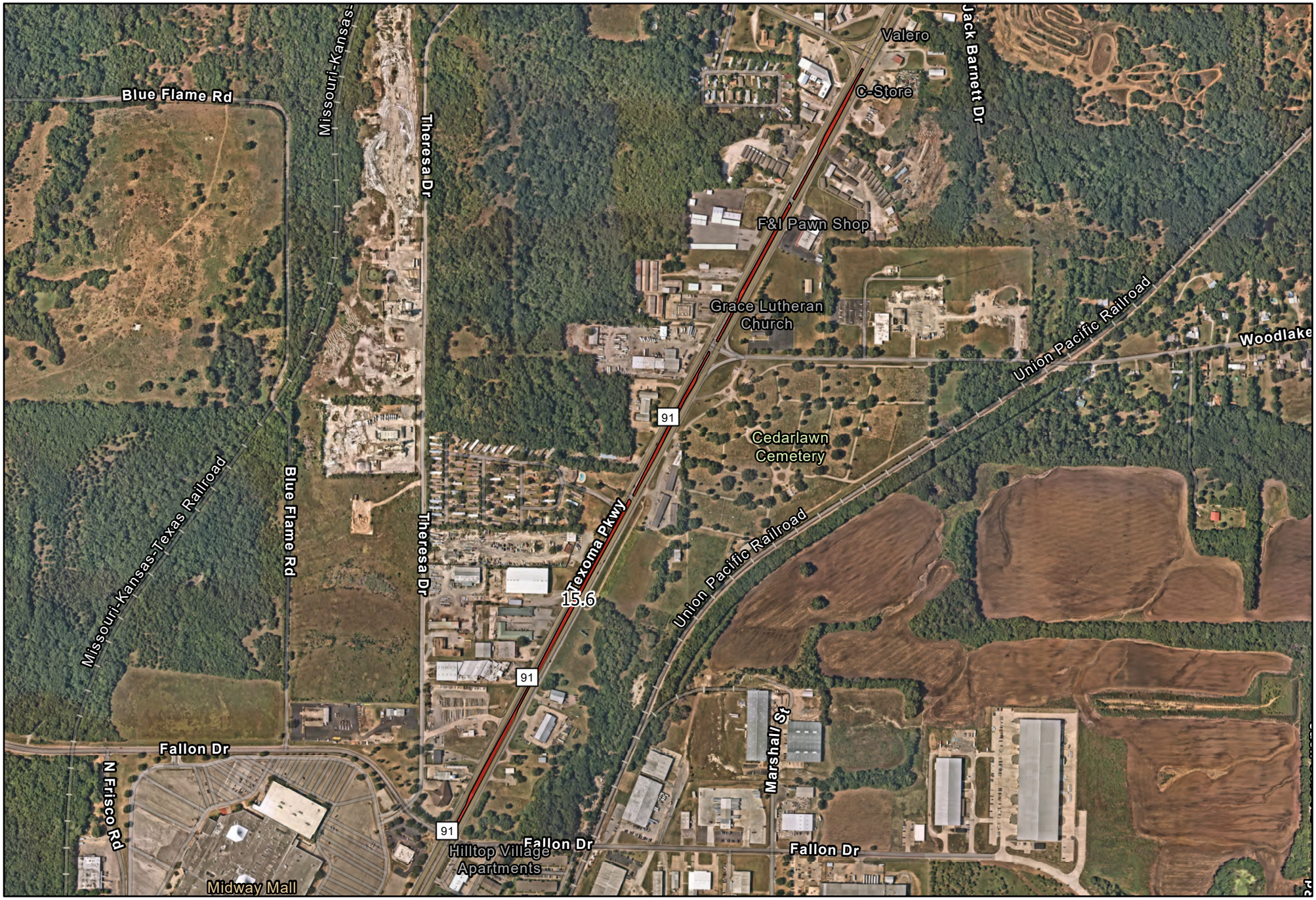
N

Scale: 1:7,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 15.5

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.



H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:9,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 15.6

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

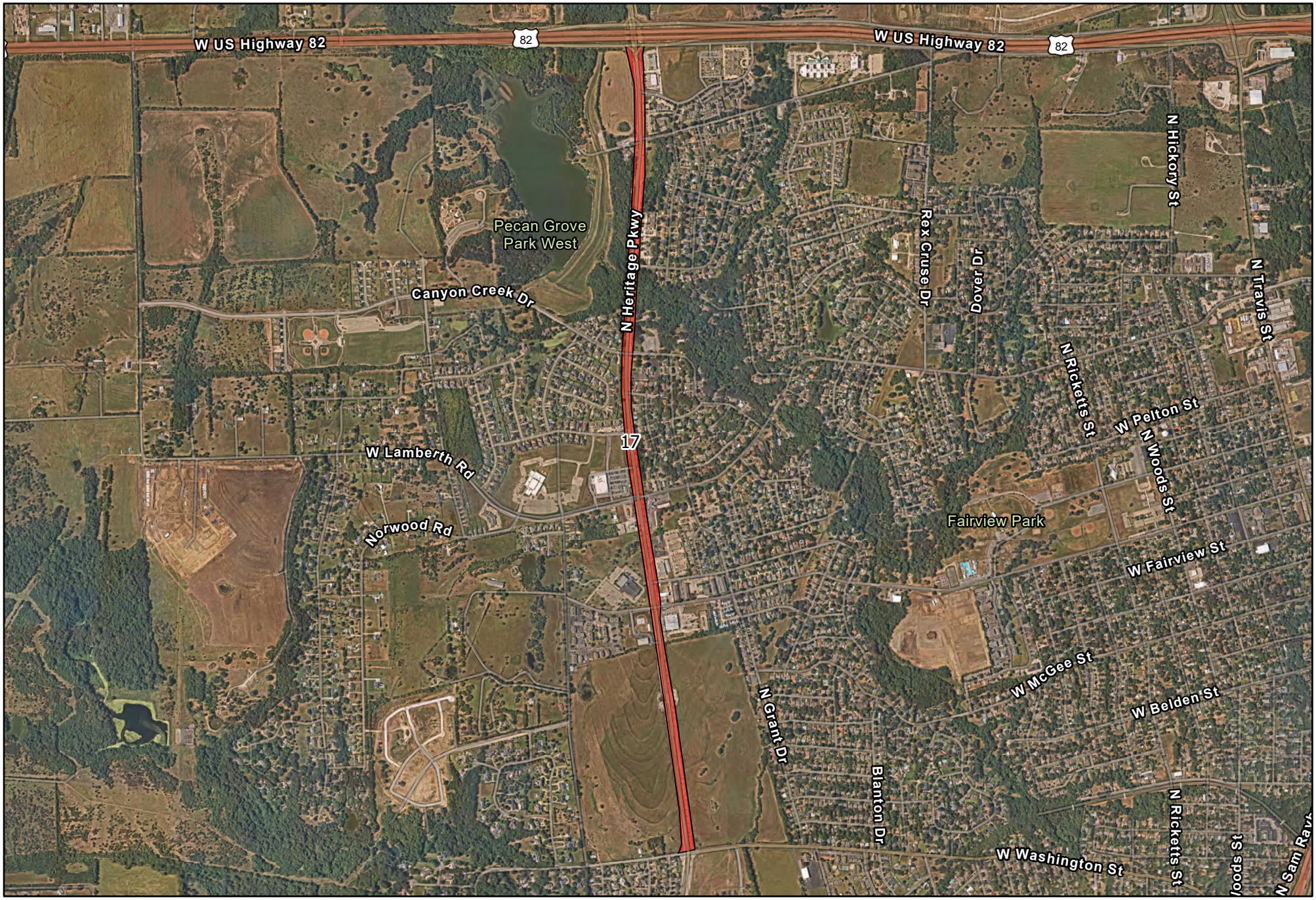
N

Scale: 1:1,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 16

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.



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N

Scale: 1:19,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 17

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

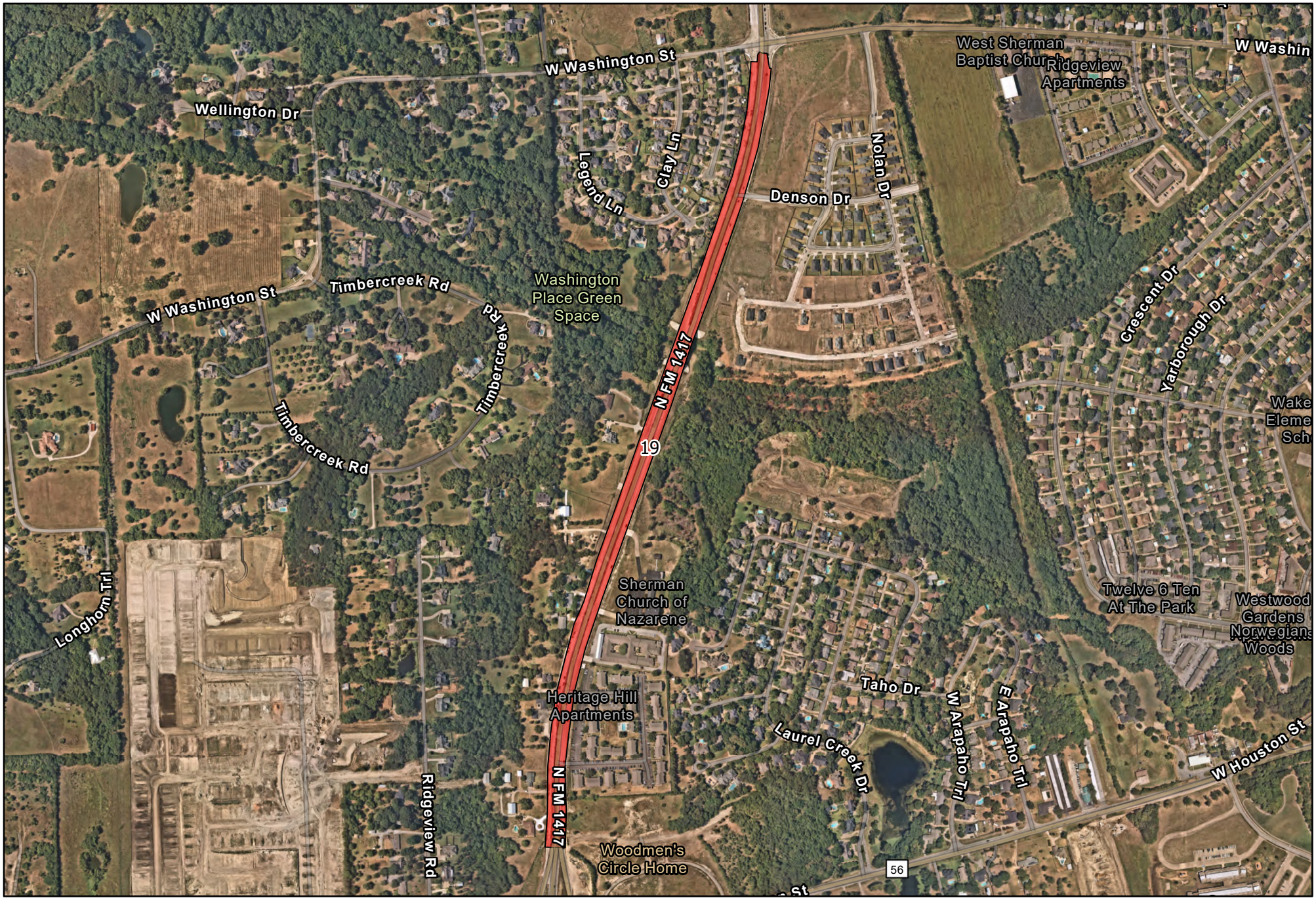
N

Scale: 1:3,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 18

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.



H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

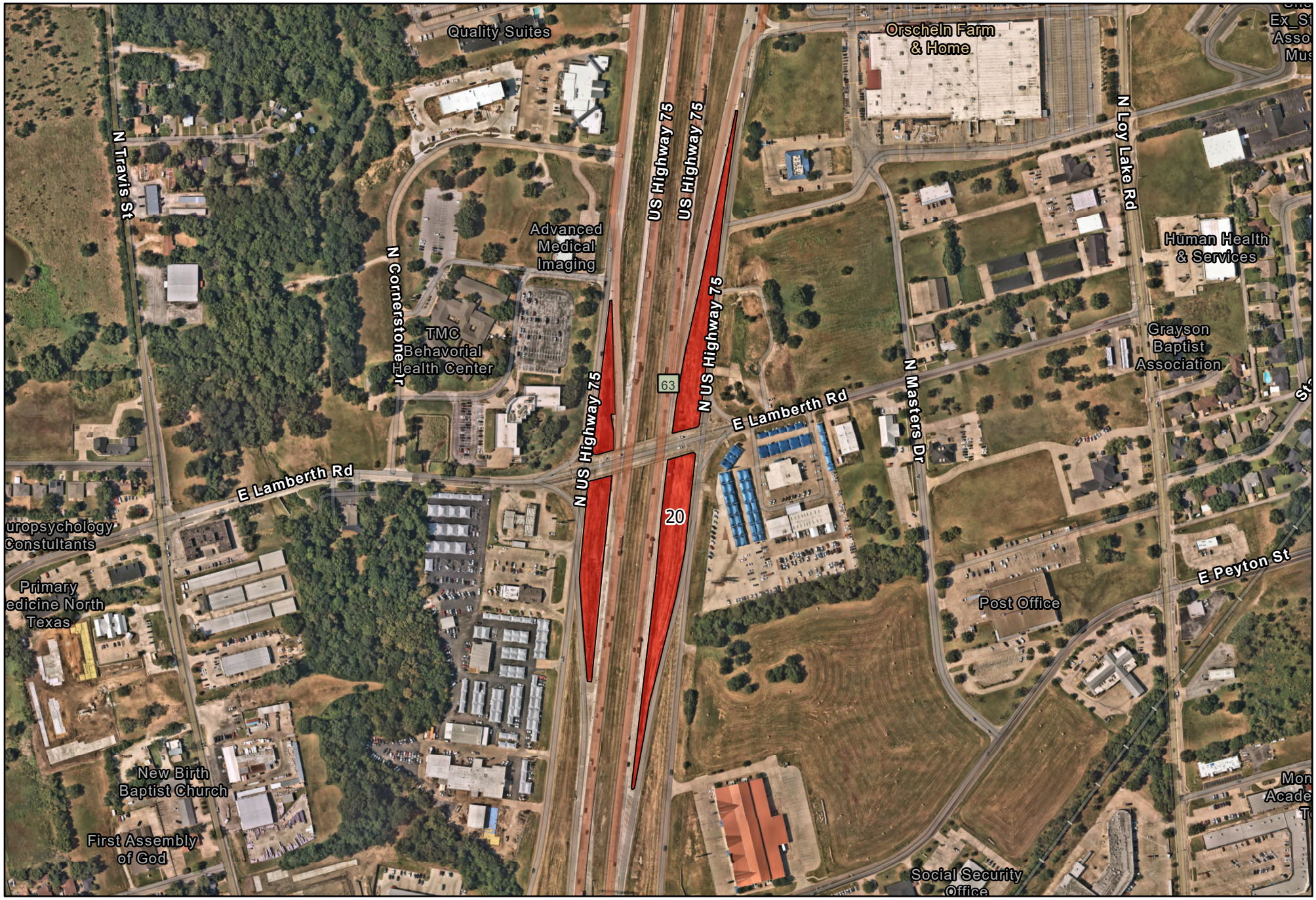
N

Scale: 1:9,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 19

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.



H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:5,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 20

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:2,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 21

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:2,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 22

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:1,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 23

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

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N

Scale: 1:1,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 24

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:1,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 25

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:2,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 26

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:1,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 27

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:1,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 28

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:4,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 29

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:7,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 30

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:2,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 31

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:1,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 32

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:3,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 33

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

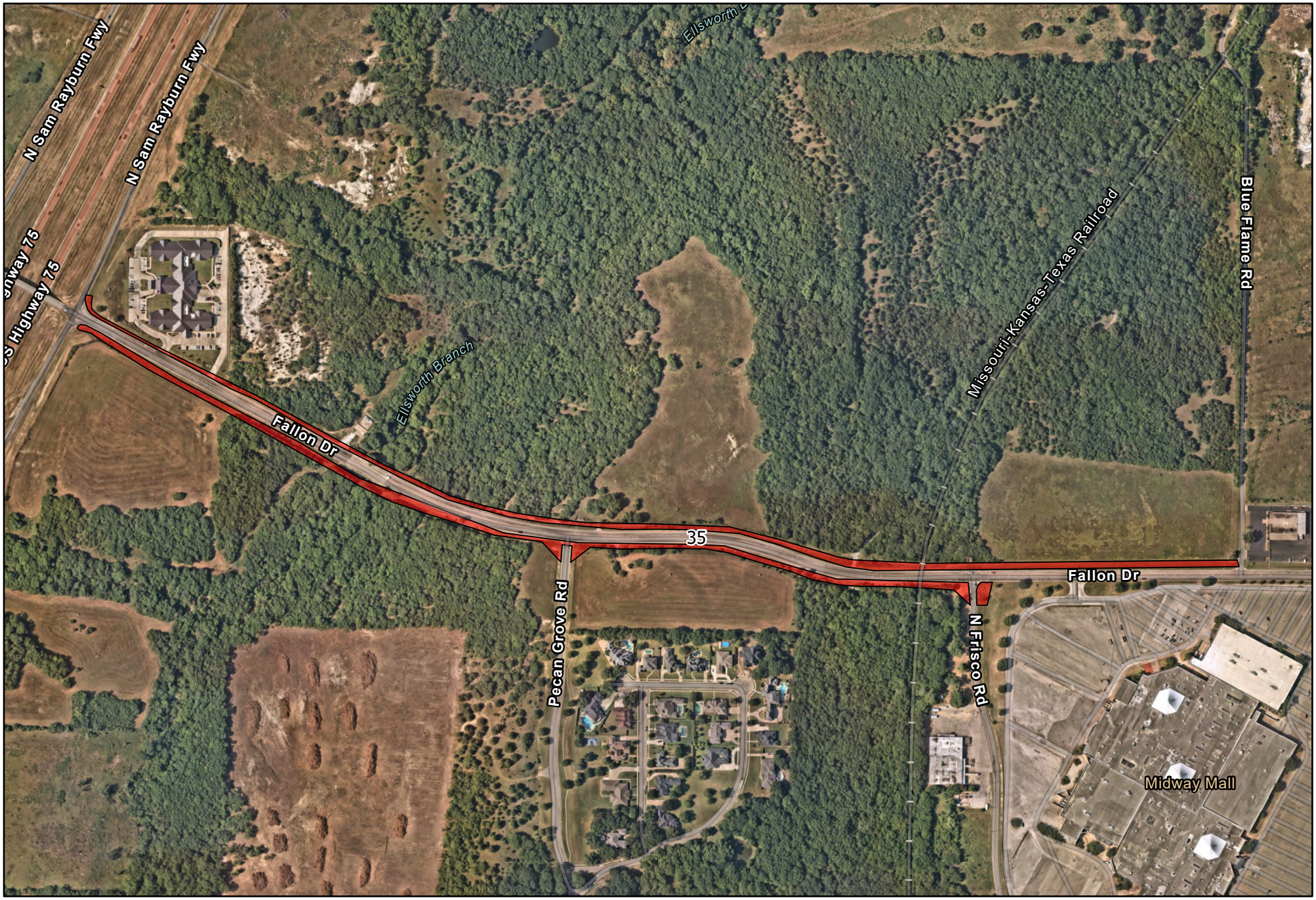
N

Scale: 1:3,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 34

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.



H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

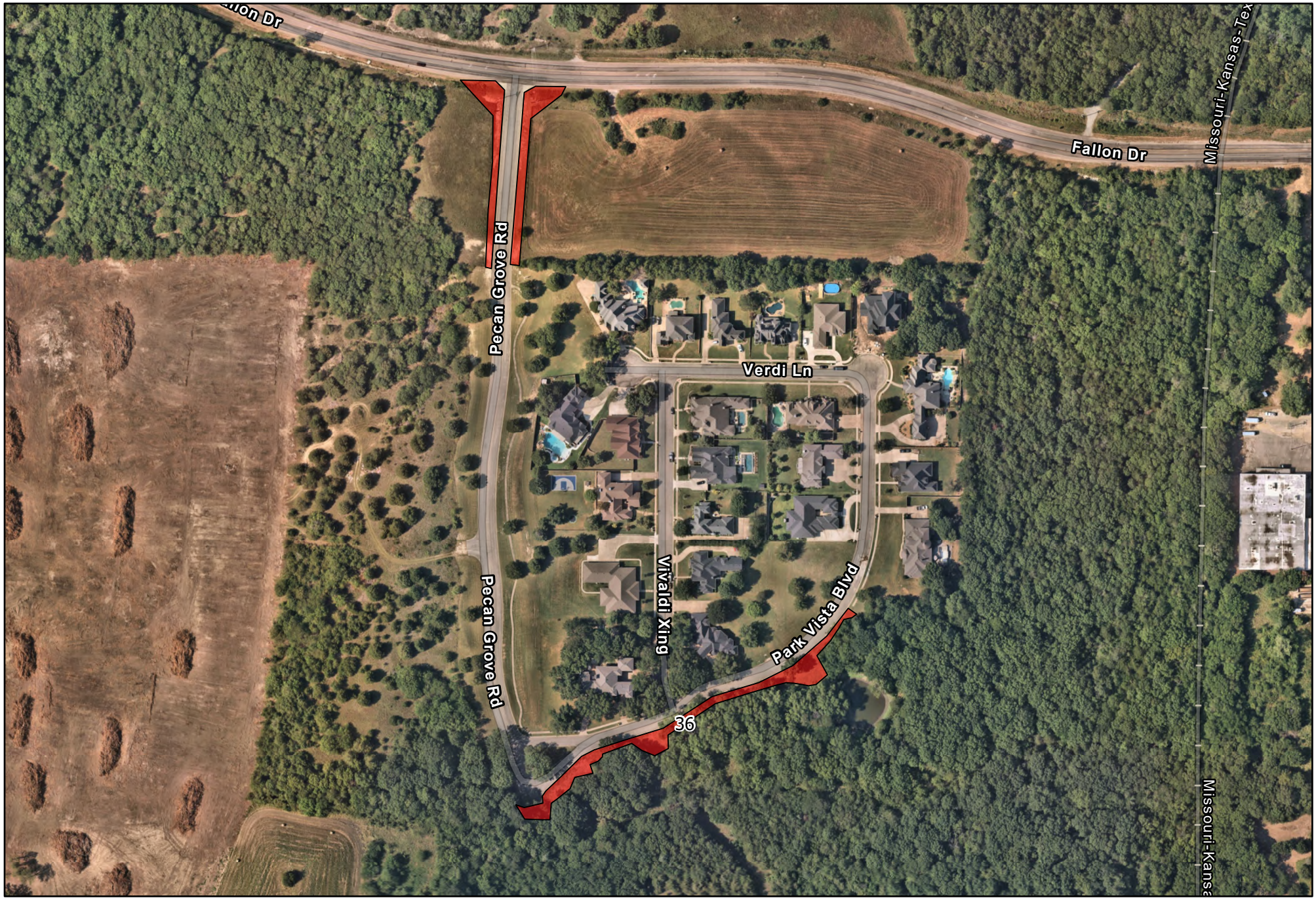
N

Scale: 1:6,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 35

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.



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N

Scale: 1:3,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 36

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:11,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 37.1

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:8,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 37.2

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:3,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 38

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:3,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 39

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:1,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 40

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:1,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 41

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:1,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 42

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:1,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 43

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

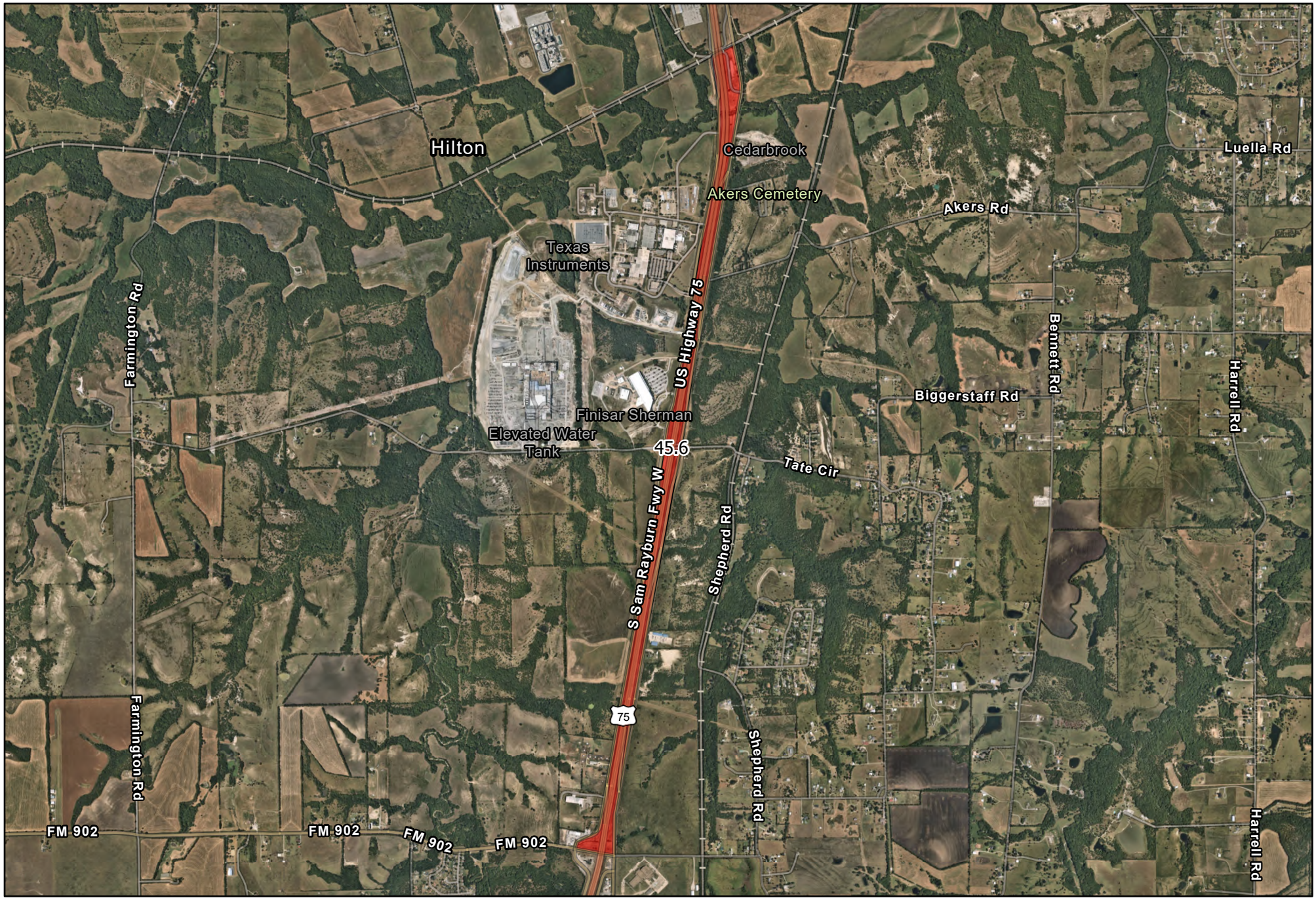
N

Scale: 1:3,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 44

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.



H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

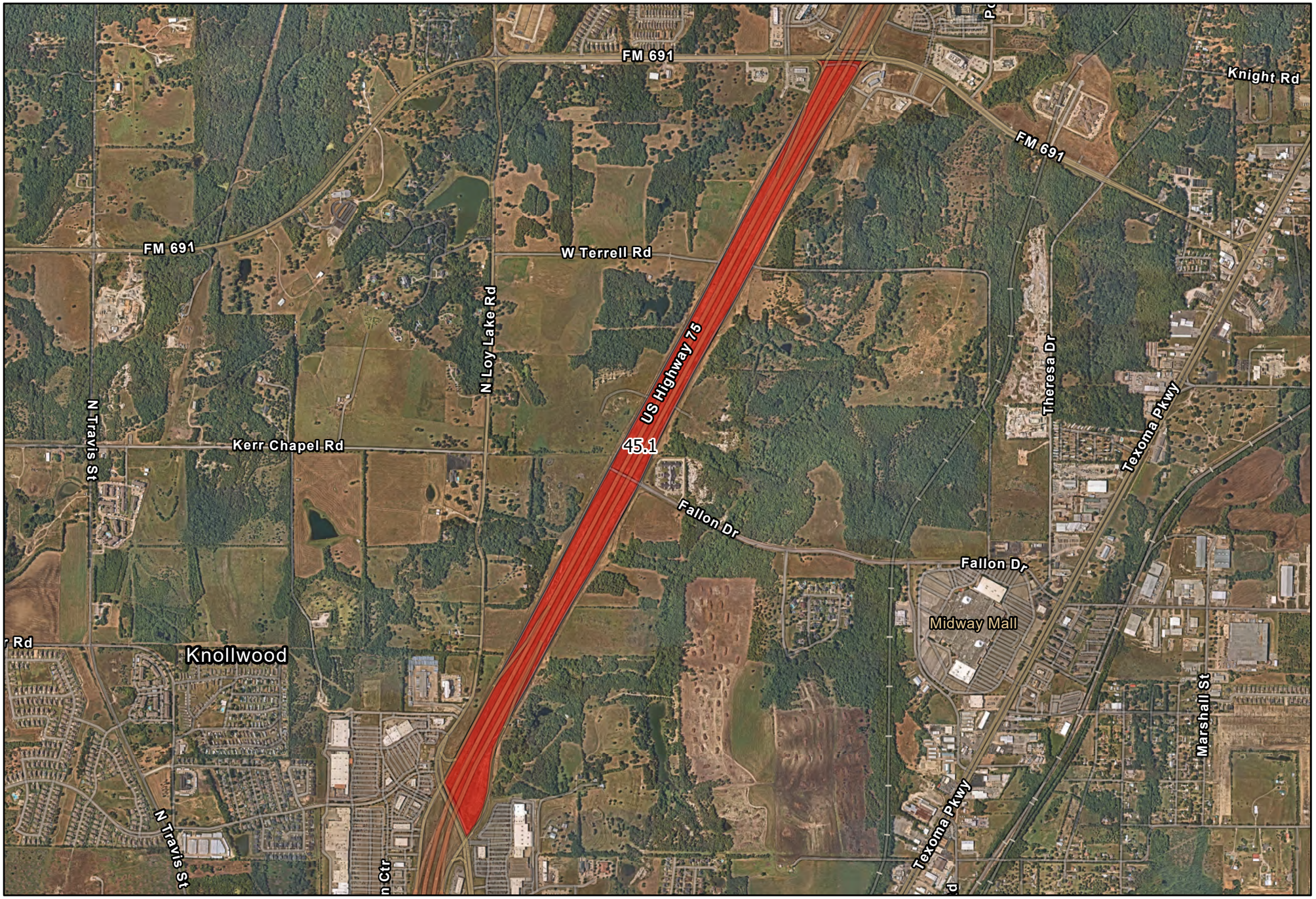
N

Scale: 1:32,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 45.6

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.



H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

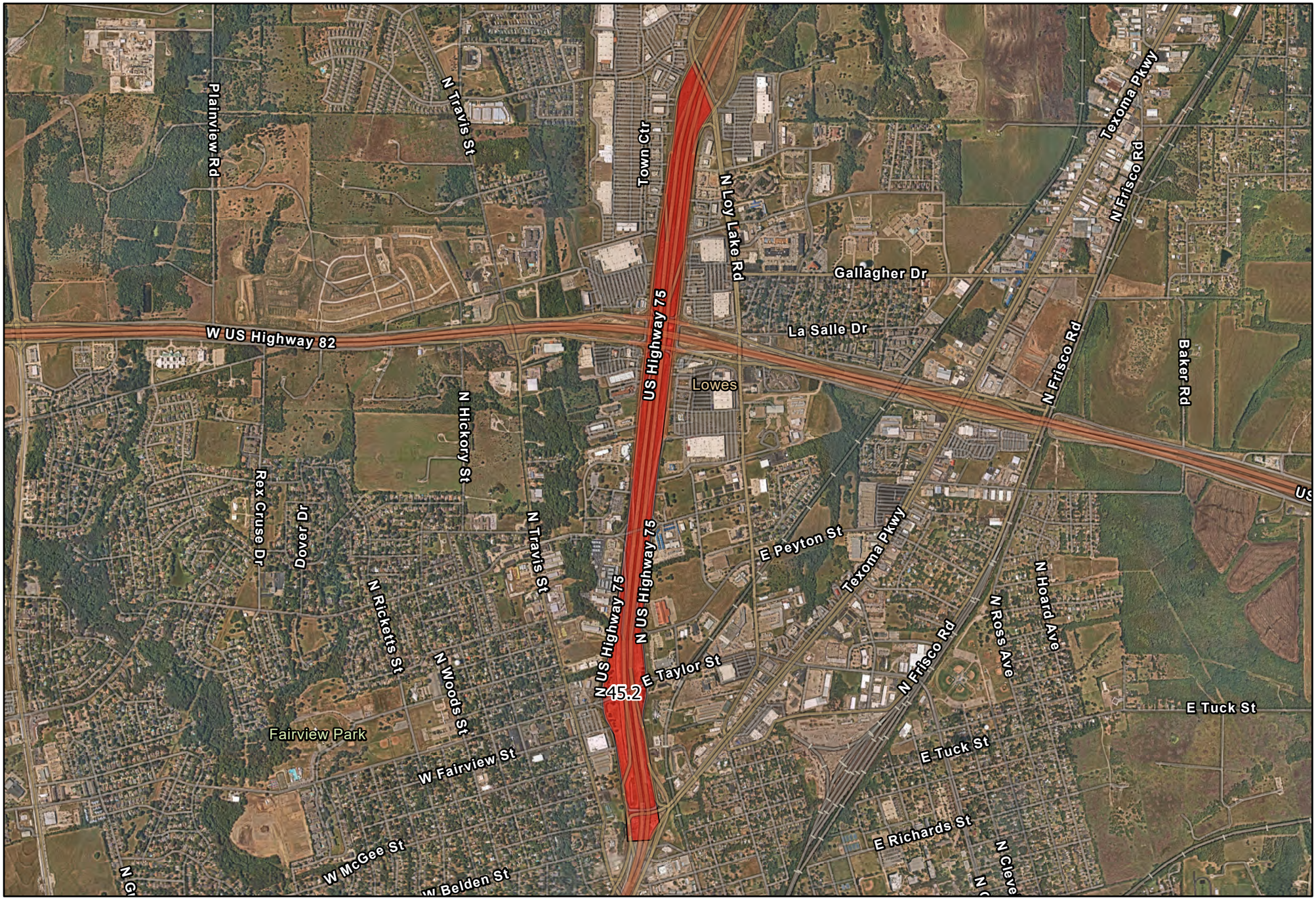
N

Scale: 1:20,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 45.1

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.



H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:23,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 45.2

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

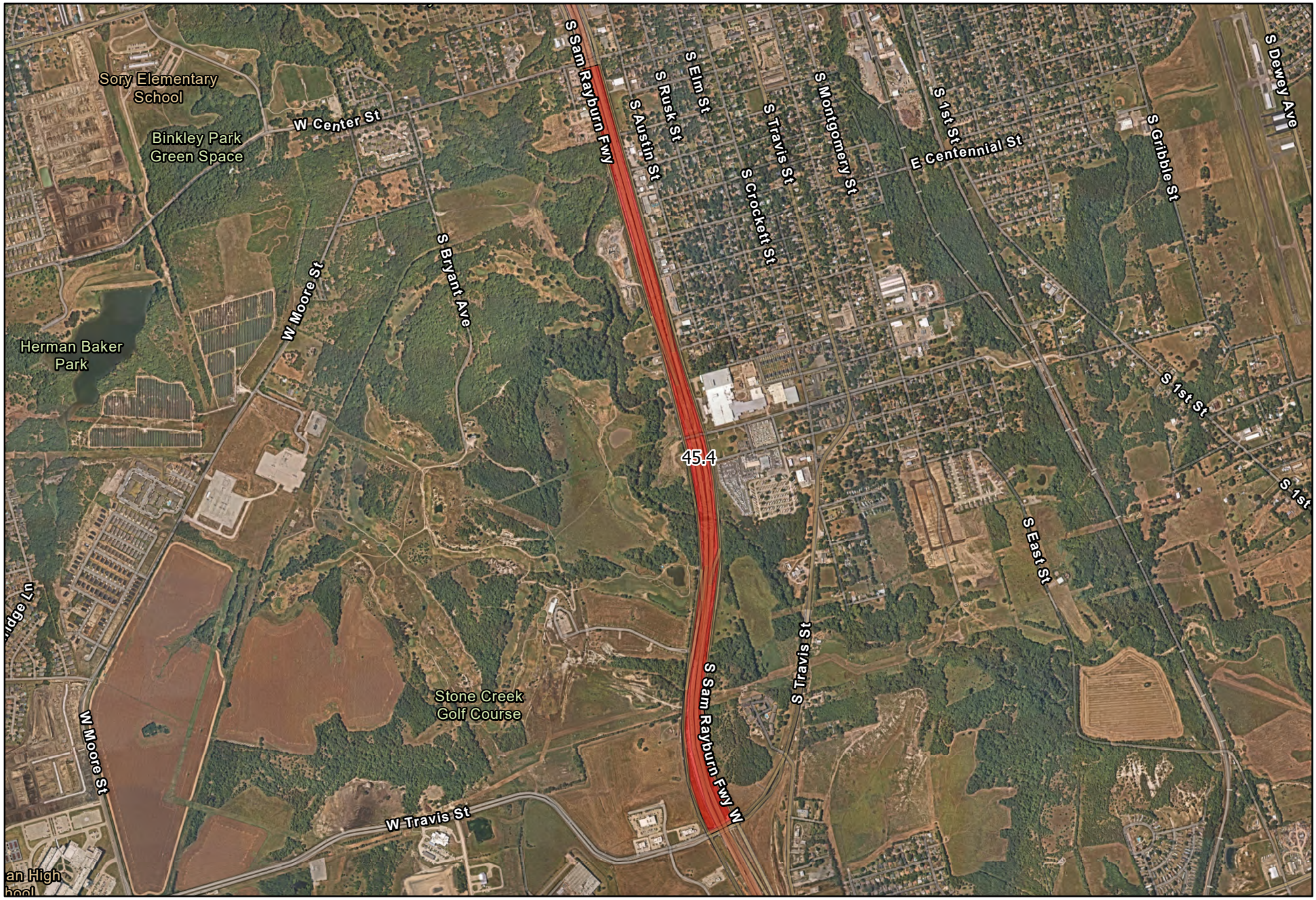
N

Scale: 1:15,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 45.3

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.



H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

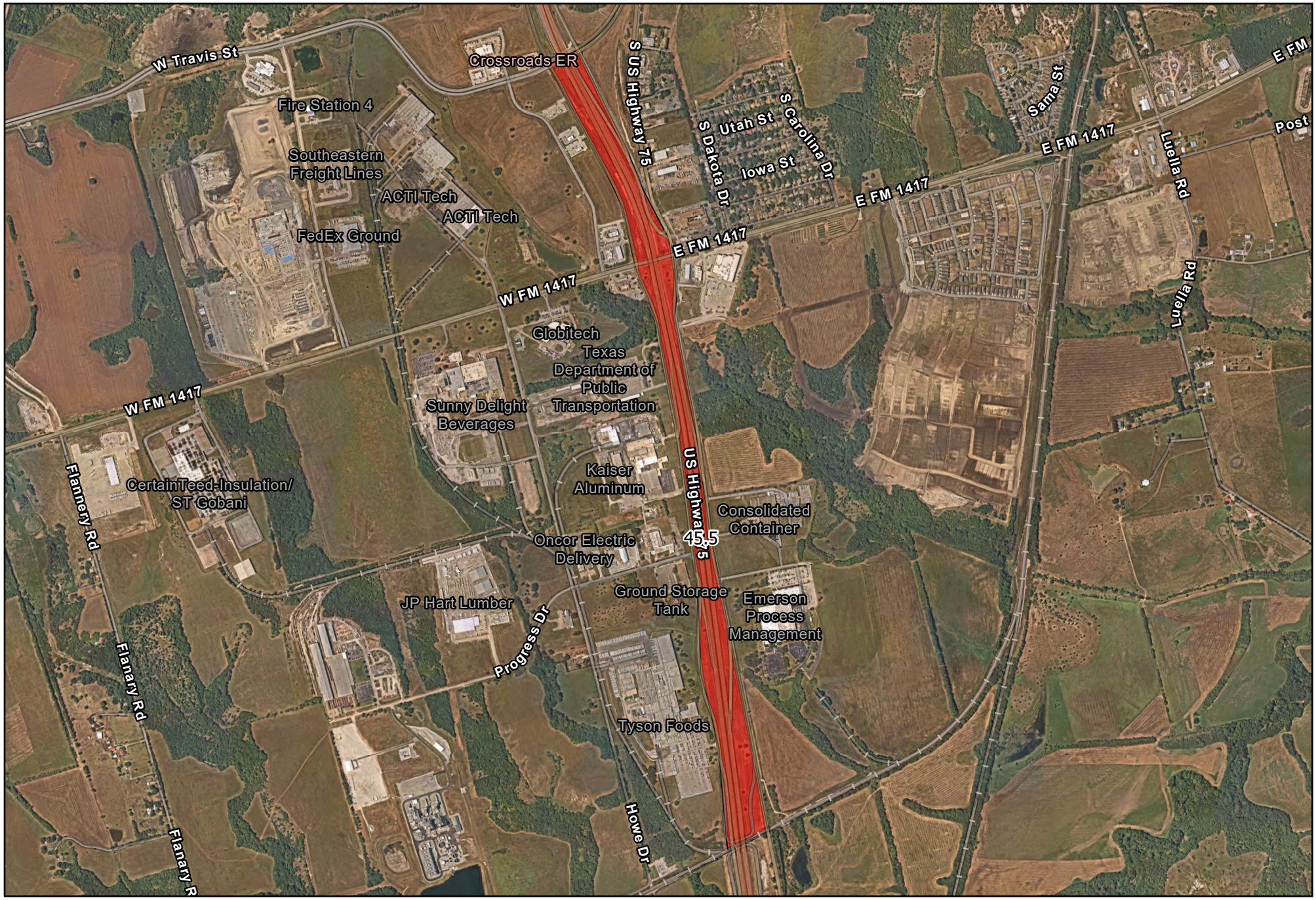
N

Scale: 1:19,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 45.4

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.



H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

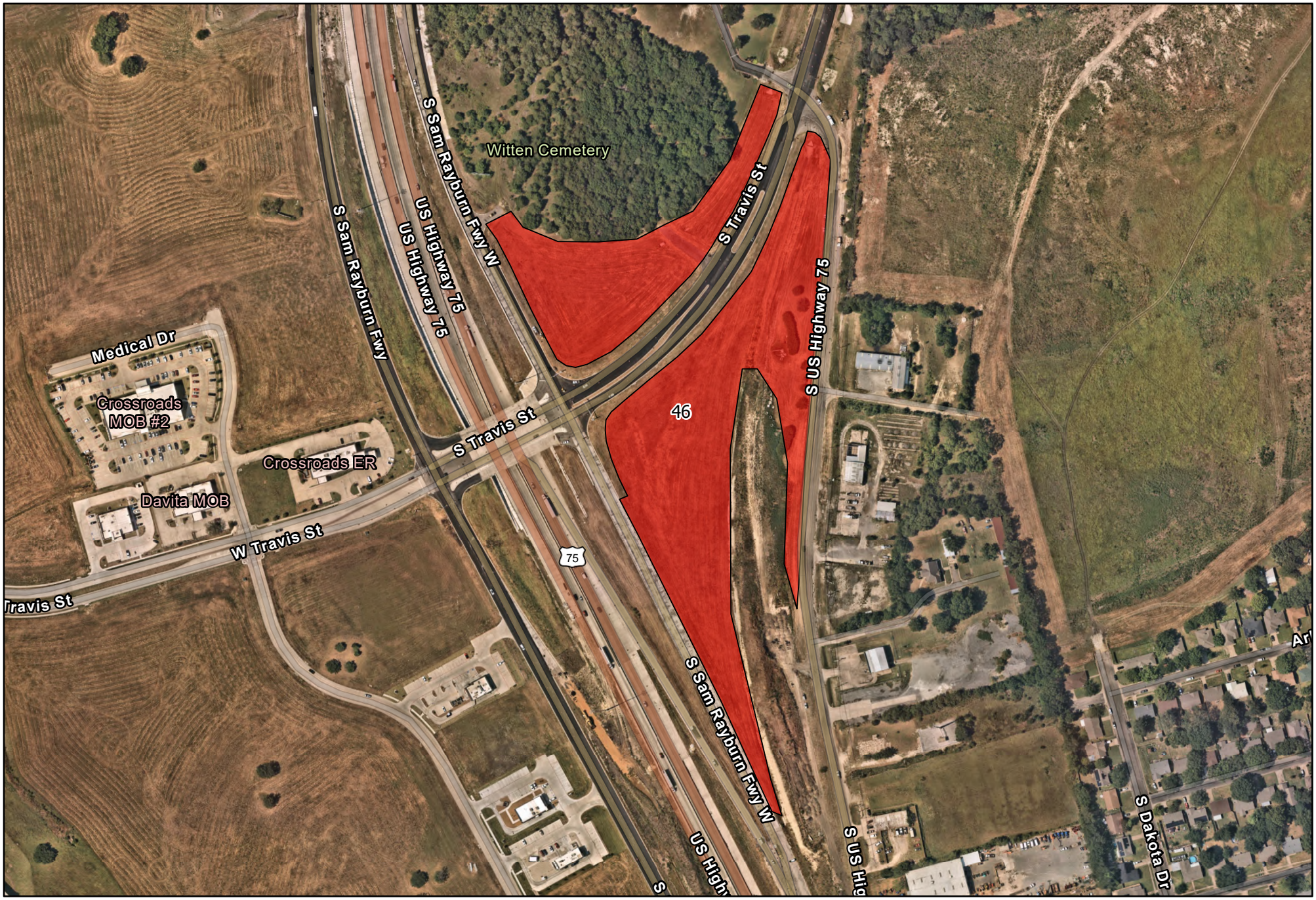
N

Scale: 1:18,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 45.5

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.



H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

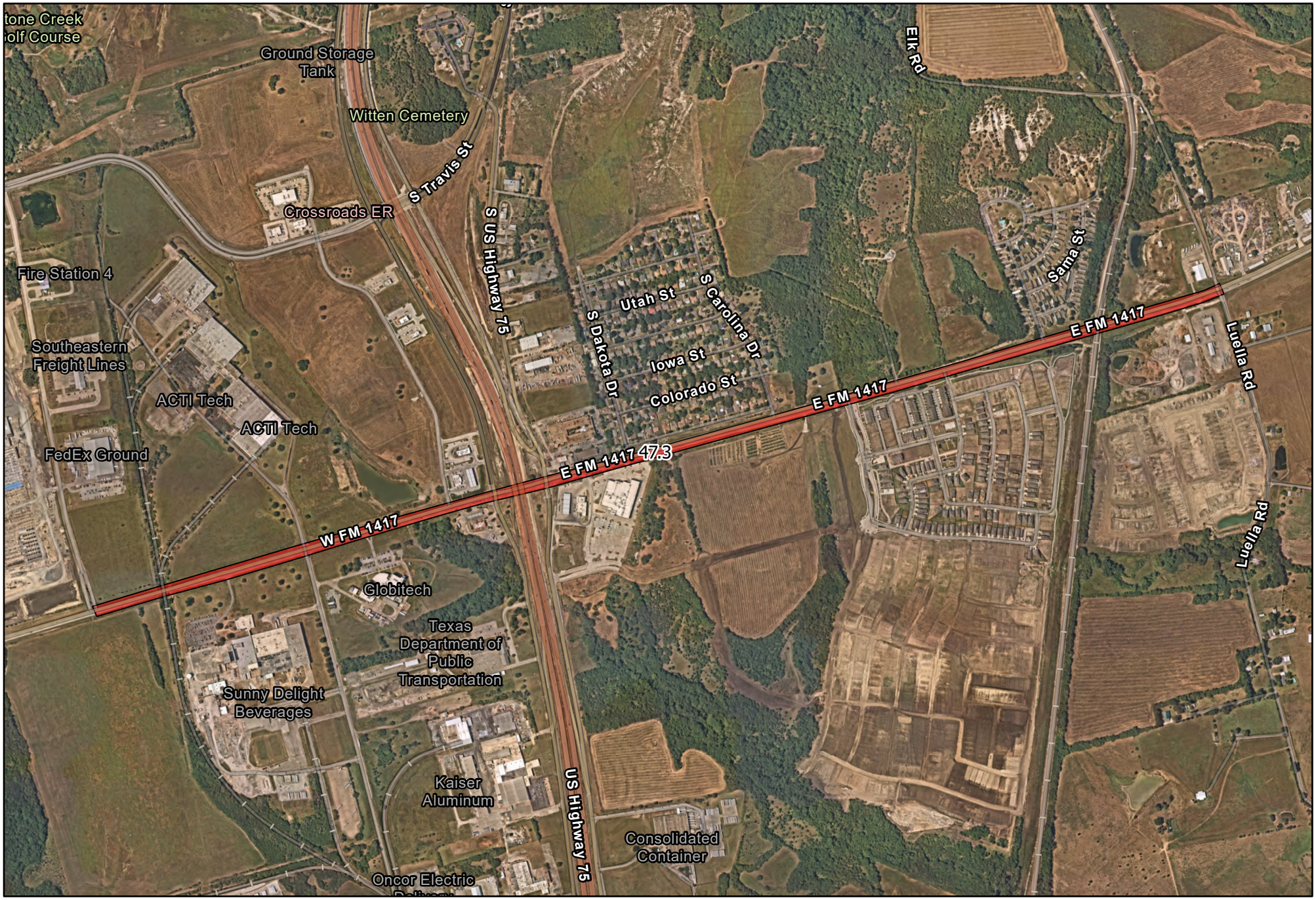
N

Scale: 1:4,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 46

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.



H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:13,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 47.3

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

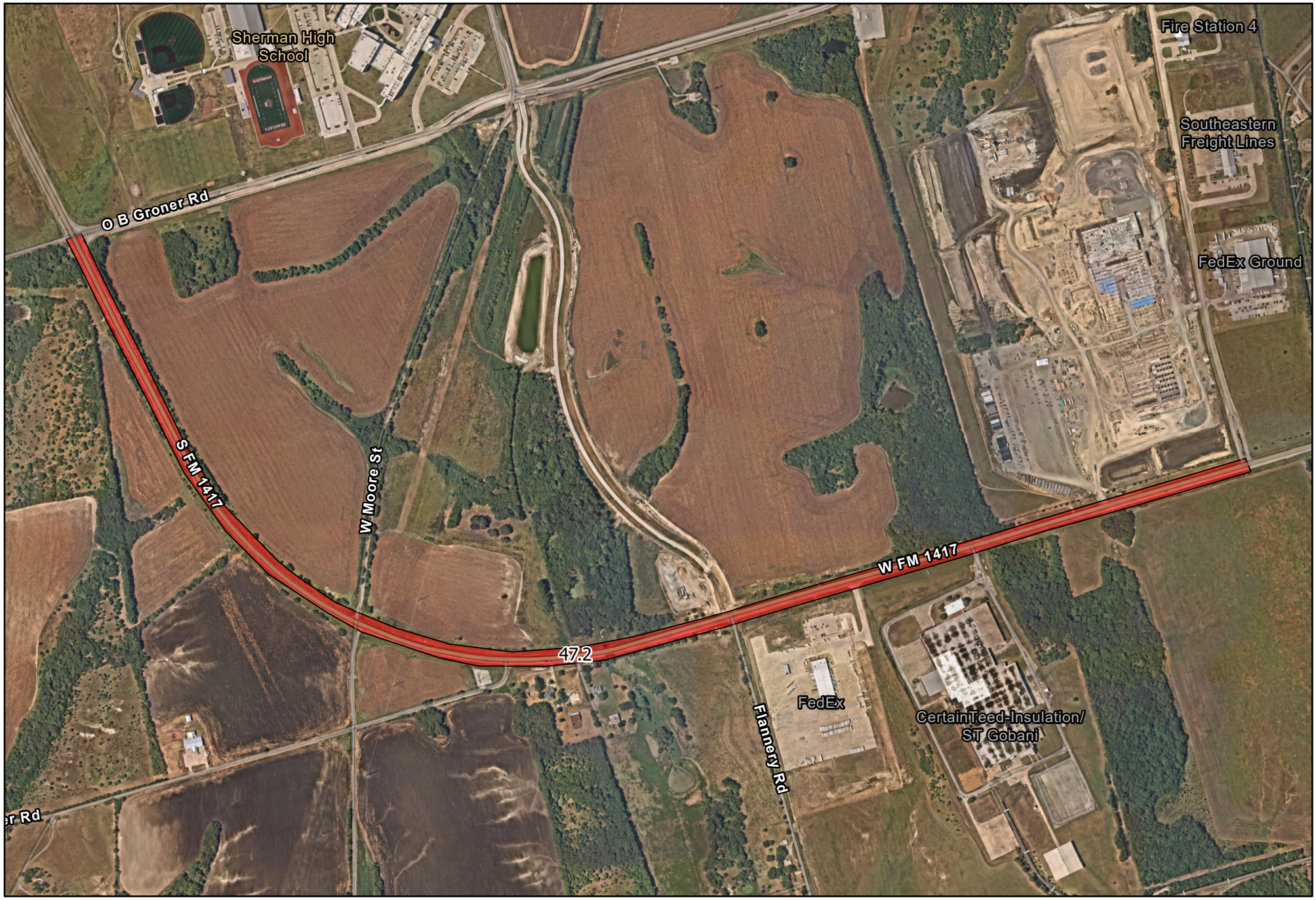
N

Scale: 1:20,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 47.1

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.



H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:10,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 47.2

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

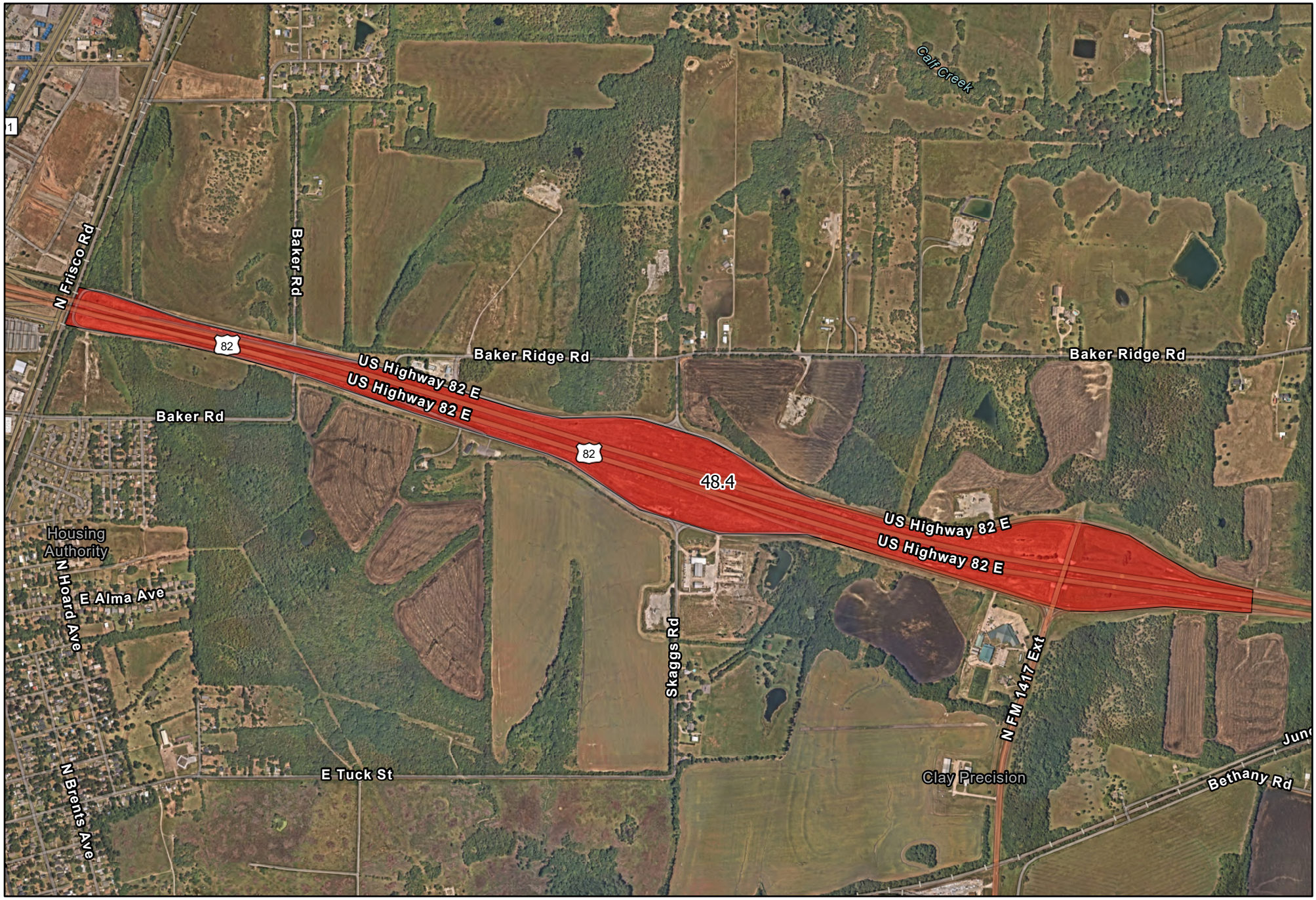
N

Scale: 1:5,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 47.4

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.



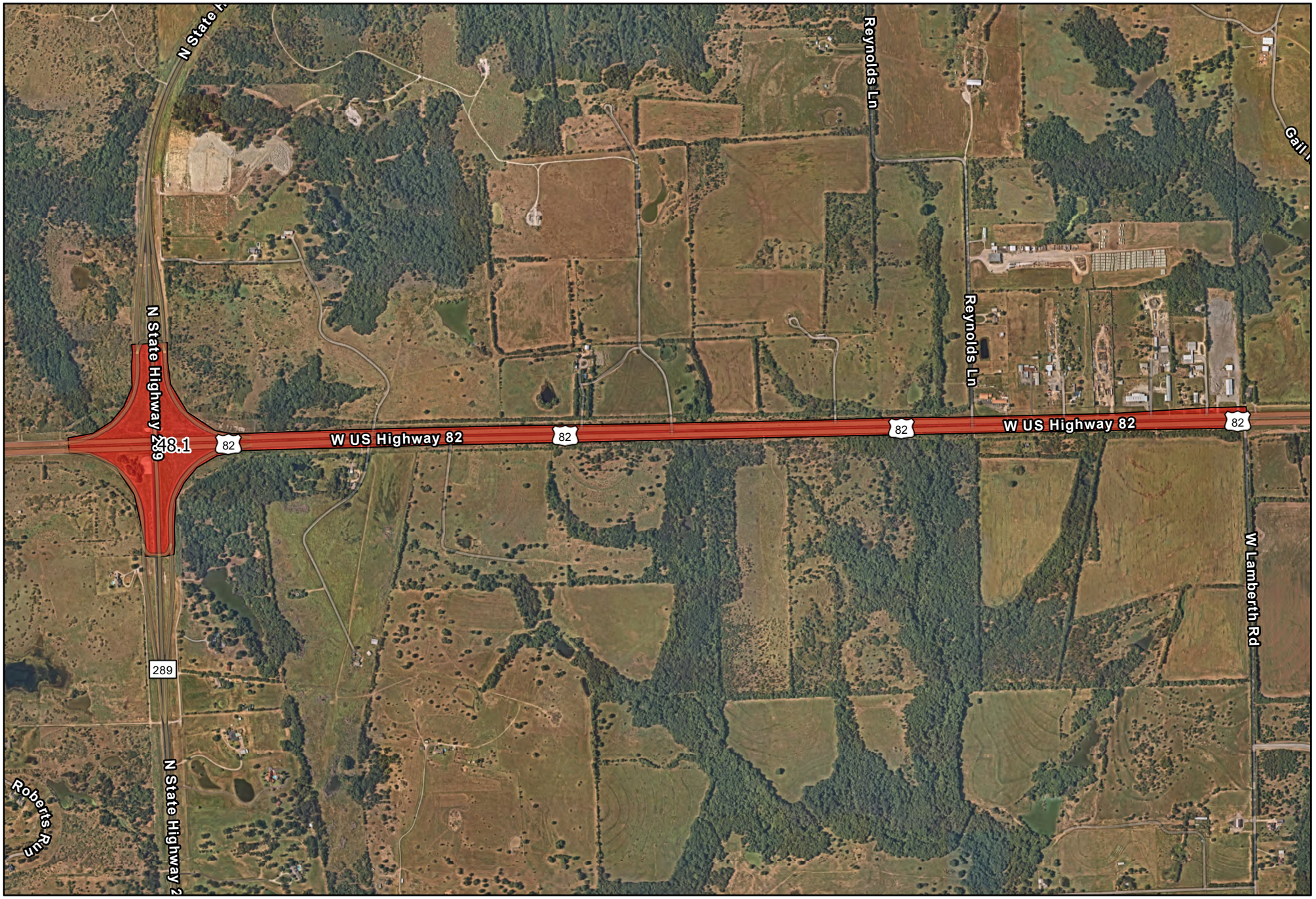
H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

Scale: 1:14,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 48.4

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.



H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

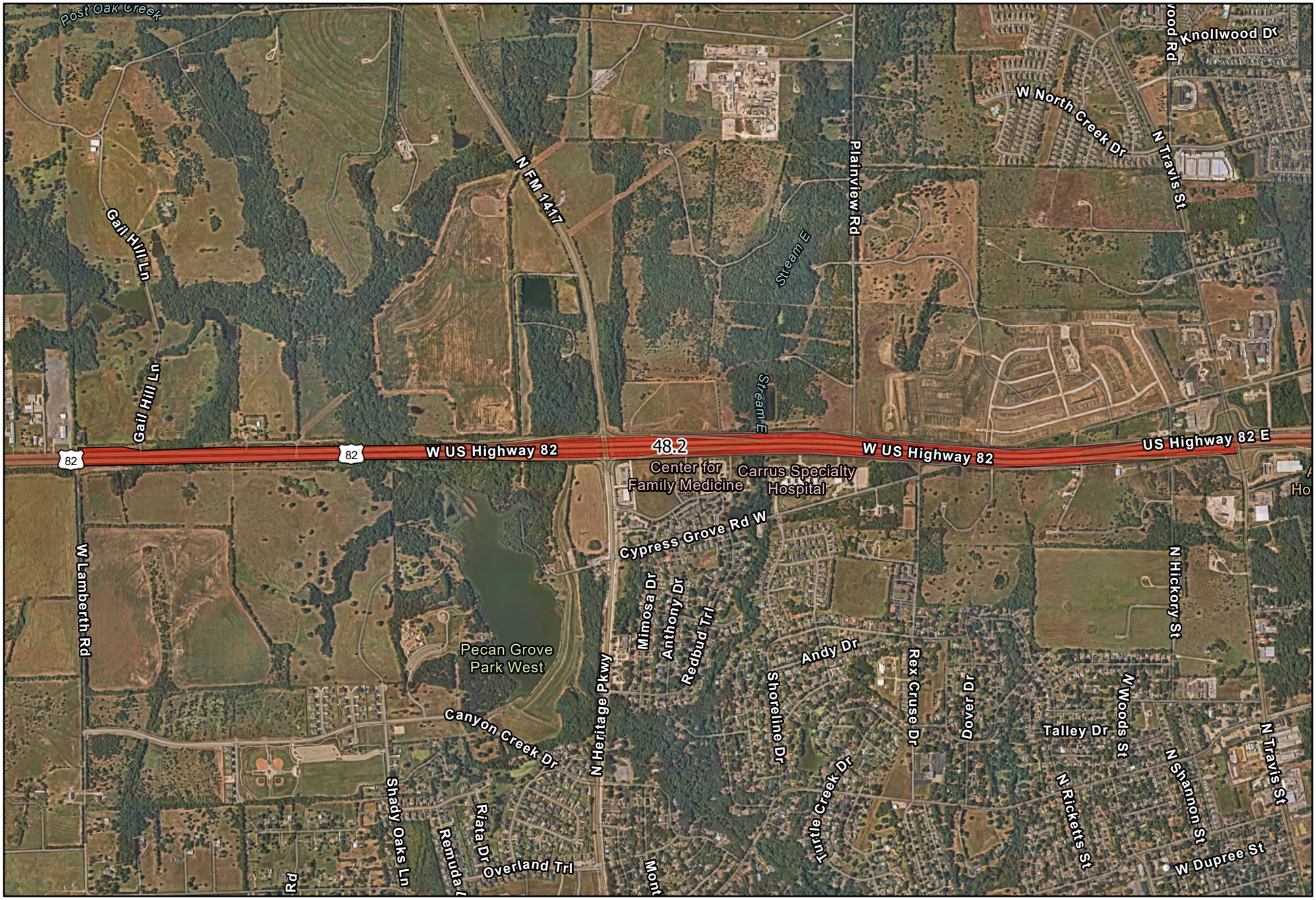
N

Scale: 1:15,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 48.1

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.



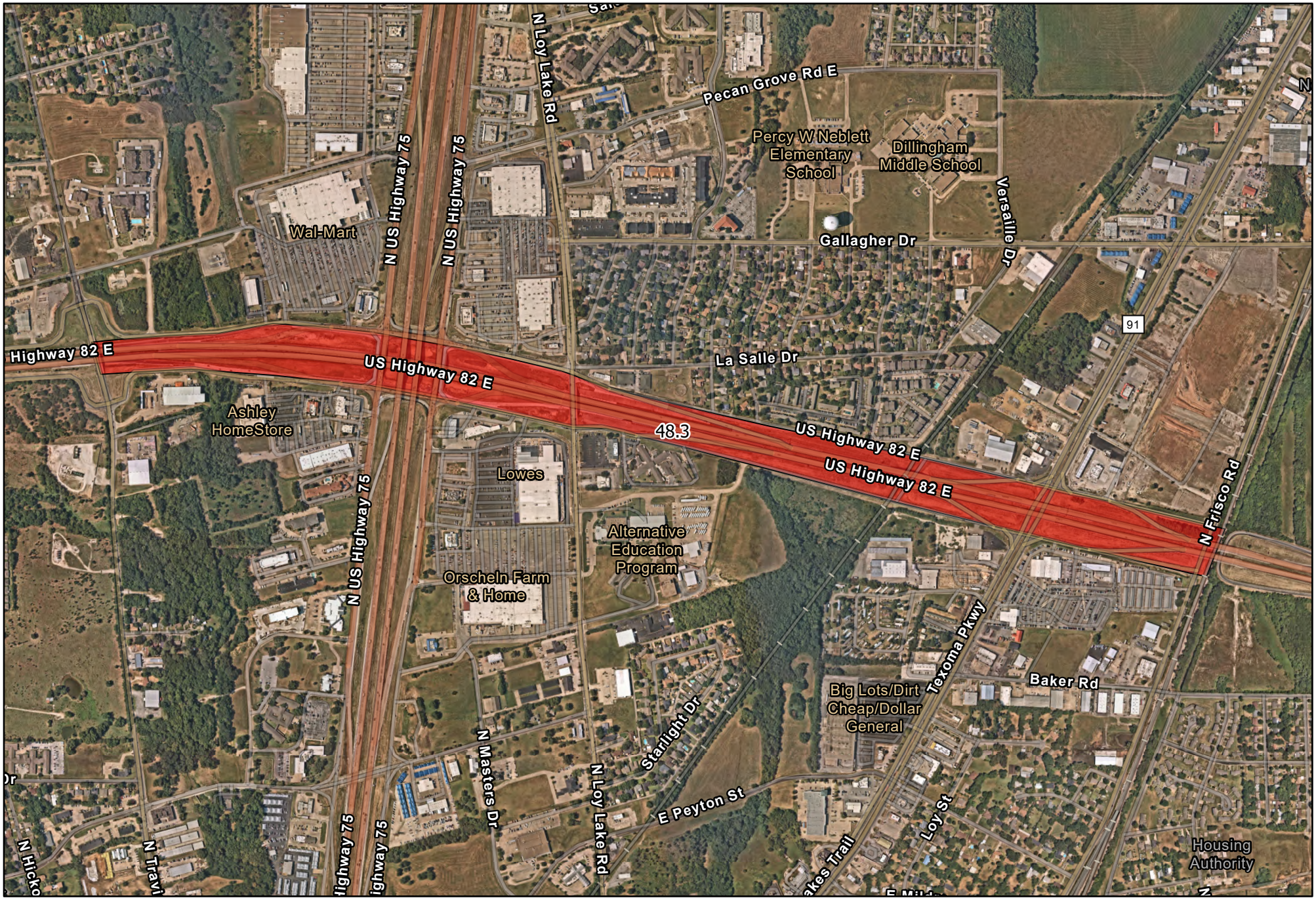
H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

Scale: 1:18,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 48.2

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.



H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:11,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 48.3

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

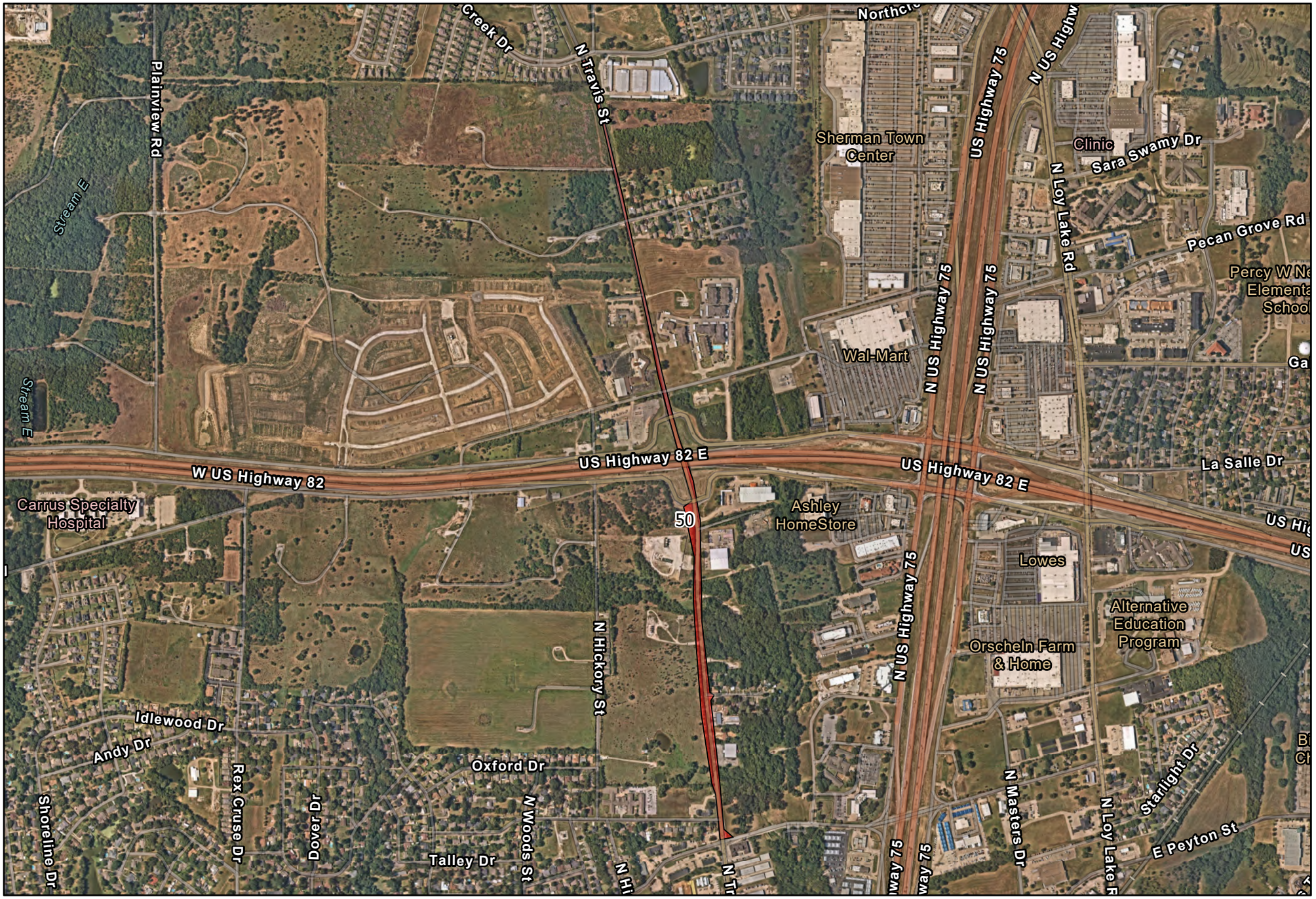
N

Scale: 1:3,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 49

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.



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Scale: 1:13,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 50

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

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Scale: 1:2,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 51

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

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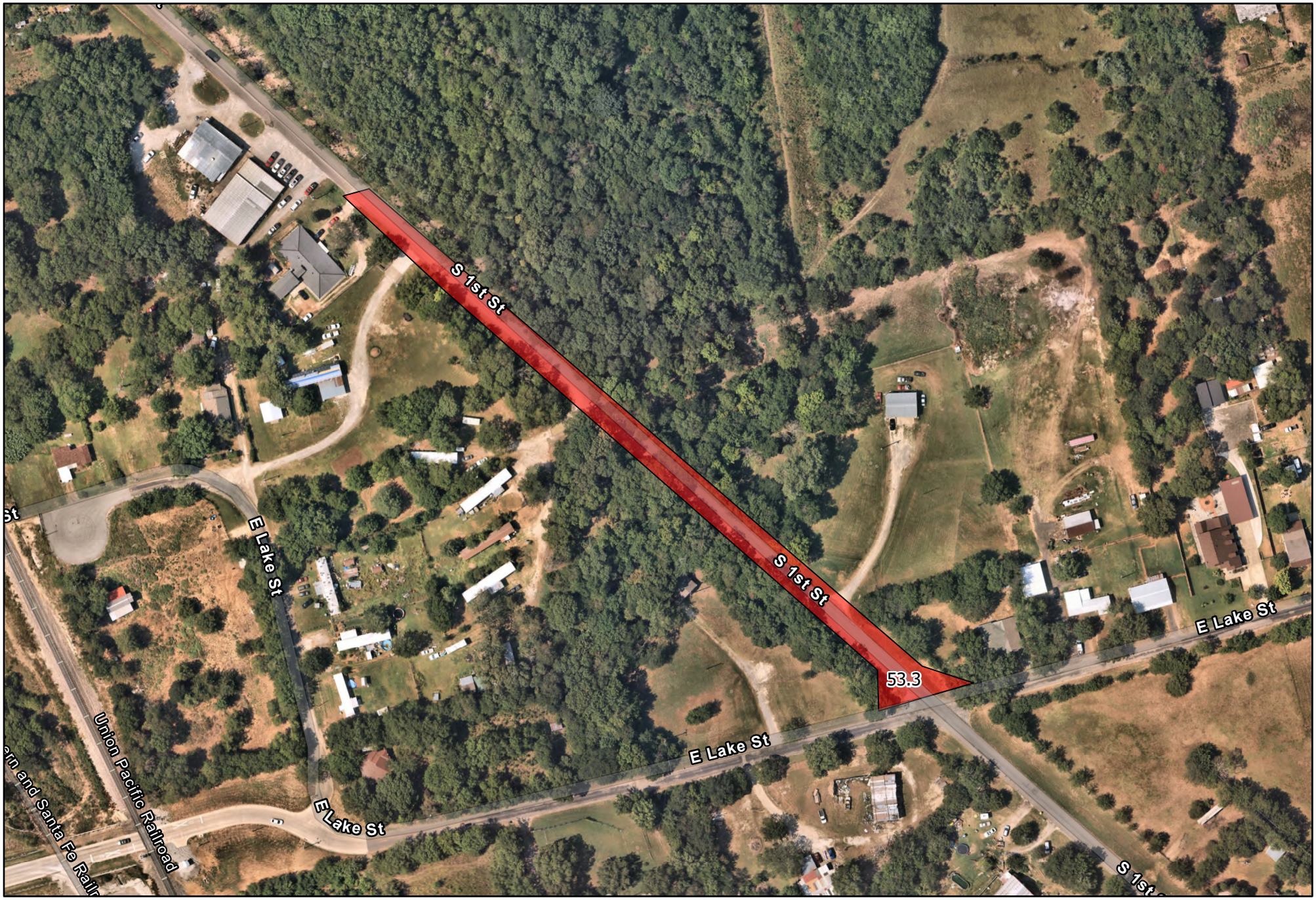
Scale: 1:2,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 52

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.



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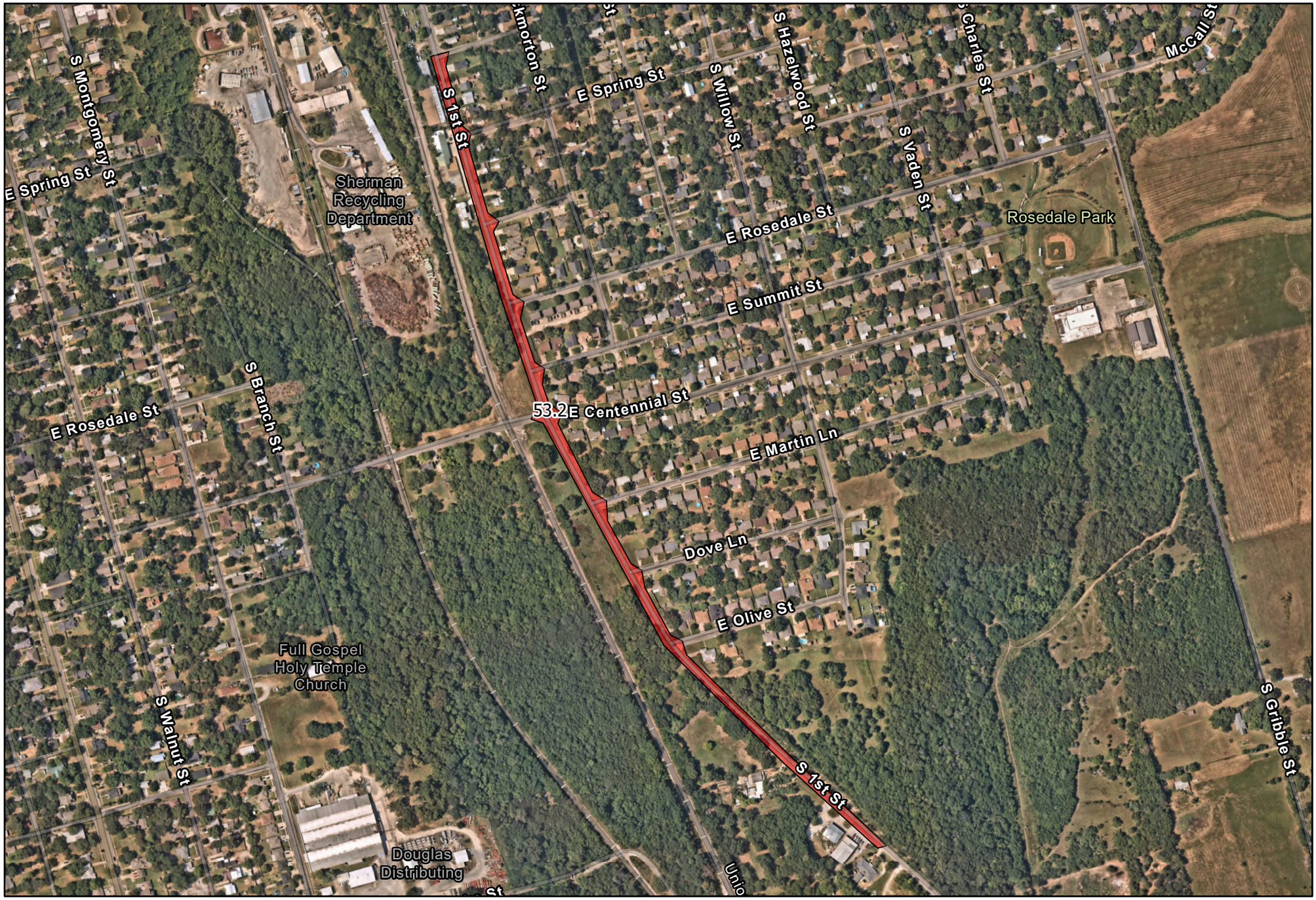
Scale: 1:2,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 53.3

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.



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Scale: 1:6,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 53.2

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

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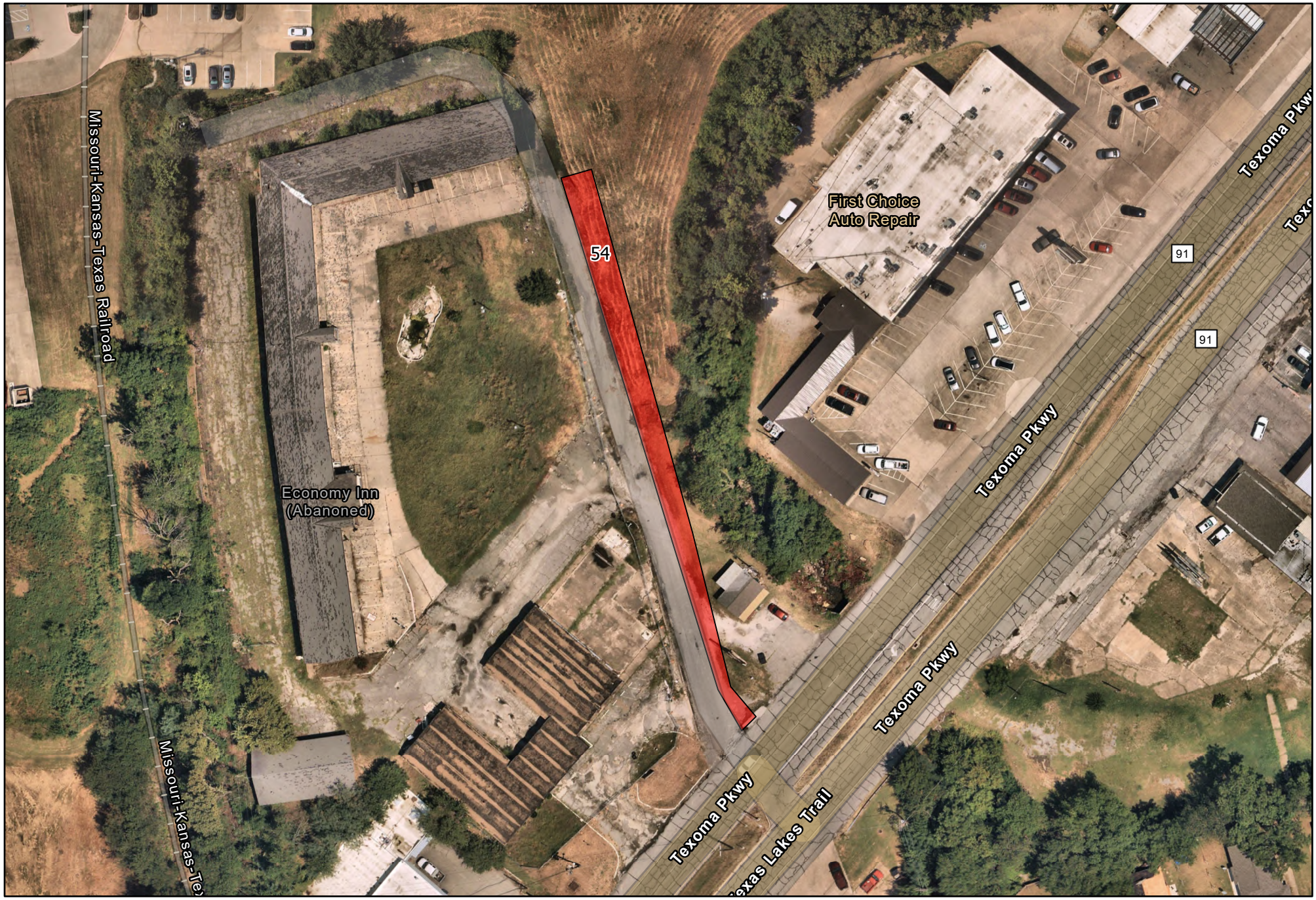
Scale: 1:5,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 53.1

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.



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N

Scale: 1:1,000

CITY OF SHERMAN
CONTRACTOR MOWING AREAS
Map: 54

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

PR-IFB5001-26

Open Date/Time:
2/10/2026 at 2 pm CST

Item Code	Name	Unit	Qty	Bidder Name: SunGrow DFW Online Bid	Total Cost
1	Airport	Cycle	27	$3,412.20	**$92,129.40**
2	Center St Underpass	Cycle	27	$158.26	**$4,273.02**
3	Lamar St Underpass	Cycle	27	$130.46	**$3,522.42**
4	Houston St Underpass	Cycle	27	$417.46	**$11,271.42**
5	Hwy 75 and 82 ROW	Cycle	27	$173.89	**$4,695.03**
6	Park St Underpass	Cycle	27	$135.62	**$3,661.74**
7	Travis St Underpass	Cycle	27	$134.30	**$3,626.10**
8	Houston/Lamar Frontage Rd	Cycle	27	$118.80	**$3,207.60**
9	Washington St Underpass and Island	Cycle	27	$229.00	**$6,183.00**
10	75-Intersection at Sheppard Dr (east and west sides)	Cycle	27	$405.51	**$10,948.77**
11	W Travis-ROW & medians from 75 to 1477, minus flower beds	Cycle	27	$1,574.78	**$42,519.06**
12	Grand Ave Medians-No flower beds	Cycle	27	$256.15	**$6,916.05**
13	Cherry at 75-ROW	Cycle	27	$103.74	**$2,800.98**
14	Moore St ROW 1417 to Park St	Cycle	27	$1,908.33	**$51,524.91**
15.1	4200 Block Texoma Parkway, triangle between KTEN and Parkway	Cycle	27	$119.15	**$3,217.05**
15.2-15.6	Texoma Parkway median, hard edge, weed eat curbs	Cycle	27	$1,387.92	**$37,473.84**
16	FM 1417 ROW and Redbud, finish mowing	Cycle	27	$83.24	**$2,247.48**
17	FM 1417 ROW Washington St to Hwy 82 & sidewalk areas	Cycle	27	$1,590.39	**$42,940.53**
18	1417-intersection at Houston (east and west side)	Cycle	27	$1,076.34	**$29,061.18**
19	1417-traffic island from 56/Houston to Washington	Cycle	27	$720.71	**$19,459.17**

20	Lamberth at 75-ROW	Cycle	18	$157.75	**$2,839.50**
21	N Loy Lake @ 75 turnabout & traffic island across from Graham	Cycle	18	$655.21	**$11,793.78**
22	75-ROW intersection W Fern to W Pecan	Cycle	18	$124.39	**$2,239.02**
23	W Steadman-ROW at 75	Cycle	18	$57.21	**$1,029.78**
24	1417 Intersection at Old Airport Rd	Cycle	18	$73.16	**$1,316.88**
25	1417 Intersection at Farmington	Cycle	18	$131.07	**$2,359.26**
26	1417 Intersection at Quail Run from 1417 to Del Mar	Cycle	18	$114.26	**$2,056.68**
27	Brookstone at 1417, both sides of intersection	Cycle	18	$77.54	**$1,395.72**
28	Steeplechase-ROW intersection at 1417	Cycle	18	$69.98	**$1,259.64**
29	S Travis St-ROW	Cycle	18	$496.22	**$8,931.96**
30	Dewey Ave and Ida Rd intersection	Cycle	18	$341.94	**$6,154.92**
31	N Travis St-ROW at 82, all sides	Cycle	18	$773.52	**$13,923.36**
32	N Loy Lake and 82, ROW at Popeye's	Cycle	18	$102.01	**$1,836.18**
33	Masters-E Peyton St North to tree line	Cycle	18	$162.84	**$2,931.12**
34	Loy Lake, south of Simmons Bank, RR ROW (Taylor St RR ROW)	Cycle	18	$85.41	**$1,537.38**
35	Fallon Dr, ROW	Cycle	18	$412.48	**$7,424.64**
36	Pecan Grove, ROW	Cycle	18	$162.22	**$2,919.96**
37	Frisco Rd, ROW	Cycle	18	$547.84	**$9,861.12**
38	Lamberth Rd and bridge	Cycle	18	$142.35	**$2,562.30**
39	Gallagher Rd, ROW & N Luther Knox Dr	Cycle	18	$292.79	**$5,270.22**
40	1100 Blk Throckmorton (Richards & Throckmorton)	Cycle	18	$67.12	**$1,208.16**
41	Throckmorton St, Dead end lot	Cycle	18	$73.96	**$1,331.28**
42	800 Blk East Sycamore, adjacent to RR property	Cycle	18	$113.87	**$2,049.66**

43	ROW at King and at Wells	Cycle	18	$92.06	**$1,657.08**
44	Ross St, ROW	Cycle	18	$236.09	**$4,249.62**
45	Hwy 75 (FM 691 to FM 902)	Cycle	6	$13,463.08	**$80,778.48**
46	75, Merge triangle traffic island at S/W Travis	Cycle	9	$711.10	**$6,399.90**
47	Fm 1417 (Hwy 56 to Hwy 11)	Cycle	9	$13,842.15	**$124,579.35**
48	Hwy 82 (Hwy 289 to FM 1417)	Cycle	6	$11,294.45	**$67,766.70**
49	Ida Rd, ROW	Cycle	9	$73.46	**$661.14**
50	Travis St, ROW	Cycle	9	$297.63	**$2,678.67**
51	Arizona St, ROW	Cycle	9	$125.47	**$1,129.23**
52	N East St, from Houston to Pecan, ROW	Cycle	9	$146.12	**$1,315.08**
53	First St, ROW (including mow-back at all intersections)	Cycle	9	$266.23	**$2,396.07**
54	N East St, north of Texoma Parkway	Cycle	9	47.25	**$425.25**
					769,947.84

Bidder Name			Bidder Name			Bidder N
	Yellowstone Landscape Online Bid	Total Cost		Royce Lawn & Landscaping Online Bid	Total Cost		Lost Pines Landscaping Paper Bid
	$3,528.00	**$95,256.00**		$1,120.00	**$30,240.00**		$2,300.00
	$46.00	**$1,242.00**		$250.00	**$6,750.00**		$325.00
	$24.00	**$648.00**		$225.00	**$6,075.00**		$225.00
	$28.00	**$756.00**		$225.00	**$6,075.00**		$225.00
	$114.00	**$3,078.00**		$800.00	**$21,600.00**		$1,000.00
	$28.00	**$756.00**		$225.00	**$6,075.00**		$200.00
	$49.00	**$1,323.00**		$225.00	**$6,075.00**		$250.00
	$154.00	**$4,158.00**		$330.00	**$8,910.00**		$500.00
	$79.00	**$2,133.00**		$225.00	**$6,075.00**		$325.00
	$207.00	**$5,589.00**		$225.00	**$6,075.00**		$400.00
	$781.00	**$21,087.00**		$650.00	**$17,550.00**		$2,000.00
	$46.00	**$1,242.00**		$225.00	**$6,075.00**		$500.00
	$14.00	**$378.00**		$225.00	**$6,075.00**		$100.00
	$794.00	**$21,438.00**		$320.00	**$8,640.00**		$900.00
	$24.00	**$648.00**		$225.00	**$6,075.00**		$100.00
	$604.00	**$16,308.00**		$225.00	**$6,075.00**		$2,000.00
	$6.00	**$162.00**		$600.00	**$16,200.00**		$100.00
	$952.00	**$25,704.00**		$730.00	**$19,710.00**		$2,300.00
	$243.00	**$6,561.00**		$225.00	**$6,075.00**		$300.00
	$399.00	**$10,773.00**		$225.00	**$6,075.00**		$1,400.00

	$337.00	**$6,066.00**		$225.00	**$4,050.00**		$750.00
	$248.00	**$4,464.00**		$225.00	**$4,050.00**		$400.00
	$41.00	**$738.00**		$225.00	**$4,050.00**		$150.00
	$4.00	**$72.00**		$225.00	**$4,050.00**		$100.00
	$19.00	**$342.00**		$225.00	**$4,050.00**		$100.00
	$22.00	**$396.00**		$225.00	**$4,050.00**		$100.00
	$51.00	**$918.00**		$225.00	**$4,050.00**		$200.00
	$18.00	**$324.00**		$225.00	**$4,050.00**		$160.00
	$6.00	**$108.00**		$225.00	**$4,050.00**		$75.00
	$203.00	**$3,654.00**		$330.00	**$5,940.00**		$300.00
	$120.00	**$2,160.00**		$225.00	**$4,050.00**		$750.00
	$342.00	**$6,156.00**		$225.00	**$4,050.00**		$1,000.00
	$28.00	**$504.00**		$225.00	**$4,050.00**		$120.00
	$50.00	**$900.00**		$275.00	**$4,950.00**		$300.00
	$16.00	**$288.00**		$330.00	**$5,940.00**		$150.00
	$161.00	**$2,898.00**		$330.00	**$5,940.00**		$600.00
	$48.00	**$864.00**		$275.00	**$4,950.00**		$120.00
	$241.00	**$4,338.00**		$330.00	**$5,940.00**		$750.00
	$80.00	**$1,440.00**		$325.00	**$5,850.00**		$150.00
	$72.00	**$1,296.00**		$400.00	**$7,200.00**		$200.00
	$45.00	**$810.00**		$400.00	**$7,200.00**		$0.00
	$31.00	**$558.00**		$225.00	**$4,050.00**		$0.00
	$49.00	**$882.00**		$225.00	**$4,050.00**		$0.00

	$29.00	**$522.00**		$225.00	**$4,050.00**		$0.00
	$87.00	**$1,566.00**		$225.00	**$4,050.00**		$0.00
	$15,190.00	**$91,140.00**		$1,970.00	**$11,820.00**		$0.00
	$1,170.00	**$10,530.00**		$275.00	**$2,475.00**		$1,000.00
	$2,498.00	**$22,482.00**		$1,500.00	**$13,500.00**		$2,800.00
	$13,474.00	**$80,844.00**		$1,700.00	**$10,200.00**		$14,750.00
	$56.00	**$504.00**		$500.00	**$4,500.00**		$300.00
	$196.00	**$1,764.00**		$500.00	**$4,500.00**		$500.00
	$109.00	**$981.00**		$620.00	**$5,580.00**		$300.00
	$224.00	**$2,016.00**		$835.00	**$7,515.00**		$300.00
	$291.00	**$2,619.00**		$605.00	**$5,445.00**		$400.00
	$1,032.00	**$9,288.00**		$520.00	**$4,680.00**		$300.00
		$483,672.00			**391,425.00**		

lame		Bidder Name			Bidder Name	
Total Cost		L & S Landscaping Services Paper Bid	Total Cost		Perfection Landscape Paper Bid	Total Cost
$62,100.00		$0.00	**$0.00**		$0.00	**$0.00**
$8,775.00		$0.00	**$0.00**		$275.00	**$7,425.00**
$6,075.00		$0.00	**$0.00**		$250.00	**$6,750.00**
$6,075.00		$0.00	**$0.00**		$250.00	**$6,750.00**
$27,000.00		$0.00	**$0.00**		$0.00	**$0.00**
$5,400.00		$0.00	**$0.00**		$275.00	**$7,425.00**
$6,750.00		$0.00	**$0.00**		$300.00	**$8,100.00**
$13,500.00		$0.00	**$0.00**		$0.00	**$0.00**
$8,775.00		$0.00	**$0.00**		$325.00	**$8,775.00**
$10,800.00		$0.00	**$0.00**		$0.00	**$0.00**
$54,000.00		$0.00	**$0.00**		$0.00	**$0.00**
$13,500.00		$0.00	**$0.00**		$0.00	**$0.00**
$2,700.00		$125.00	**$3,375.00**		$100.00	**$2,700.00**
$24,300.00		$0.00	**$0.00**		$0.00	**$0.00**
$2,700.00		$0.00	**$0.00**		$125.00	**$3,375.00**
$54,000.00		$0.00	**$0.00**		$0.00	**$0.00**
$2,700.00		$120.00	**$3,240.00**		$100.00	**$2,700.00**
$62,100.00		$0.00	**$0.00**		$0.00	**$0.00**
$8,100.00		$0.00	**$0.00**		$0.00	**$0.00**
$37,800.00		$0.00	**$0.00**		$0.00	**$0.00**

$13,500.00		$0.00	**$0.00**		$0.00	**$0.00**
$7,200.00		$0.00	**$0.00**		$0.00	**$0.00**
$2,700.00		$185.00	**$3,330.00**		$150.00	**$2,700.00**
$1,800.00		$100.00	**$1,800.00**		$75.00	**$1,350.00**
$1,800.00		$125.00	**$2,250.00**		$0.00	**$0.00**
$1,800.00		$125.00	**$2,250.00**		$0.00	**$0.00**
$3,600.00		$145.00	**$2,610.00**		$0.00	**$0.00**
$2,880.00		$127.00	**$2,286.00**		$150.00	**$2,700.00**
$1,350.00		$100.00	**$1,800.00**		$100.00	**$1,800.00**
$5,400.00		$250.00	**$4,500.00**		$0.00	**$0.00**
$13,500.00		$0.00	**$0.00**		$0.00	**$0.00**
$18,000.00		$0.00	**$0.00**		$0.00	**$0.00**
$2,160.00		$135.00	**$2,430.00**		$0.00	**$0.00**
$5,400.00		$150.00	**$2,700.00**		$200.00	**$3,600.00**
$2,700.00		$130.00	**$2,340.00**		$0.00	**$0.00**
$10,800.00		$0.00	**$0.00**		$0.00	**$0.00**
$2,160.00		$200.00	**$3,600.00**		$0.00	**$0.00**
$13,500.00		$0.00	**$0.00**		$0.00	**$0.00**
$2,700.00		$0.00	**$0.00**		$0.00	**$0.00**
$3,600.00		$175.00	**$3,150.00**		$0.00	**$0.00**
$0.00		$185.00	**$3,330.00**		$0.00	**$0.00**
$0.00		$150.00	**$2,700.00**		$0.00	**$0.00**
$0.00		$220.00	**$3,960.00**		$0.00	**$0.00**

$0.00	$175.00	**$3,150.00**	$0.00	**$0.00**	
$0.00	$185.00	**$3,330.00**	$0.00	**$0.00**	
$0.00	$0.00	**$0.00**	$0.00	**$0.00**	
$9,000.00	$0.00	**$0.00**	$0.00	**$0.00**	
$25,200.00	$0.00	**$0.00**	$0.00	**$0.00**	
$88,500.00	$0.00	**$0.00**	$0.00	**$0.00**	
$2,700.00	$0.00	**$0.00**	$0.00	**$0.00**	
$4,500.00	$0.00	**$0.00**	$0.00	**$0.00**	
$2,700.00	$300.00	**$2,700.00**	$0.00	**$0.00**	
$2,700.00	$325.00	**$2,925.00**	$0.00	**$0.00**	
$3,600.00	$0.00	**$0.00**	$0.00	**$0.00**	
$2,700.00	$160.00	**$1,440.00**	$0.00	**$0.00**	
675,300.00		**65,196.00**		**66,150.00**	

Bidder Name			Bidder Name	
Van Boatright Paper Bid	Total Cost		Flying G Ag Solutions Paper Bid	Total Cost
$0.00	**$0.00**		$7,250.00	**$195,750.00**
$0.00	**$0.00**		$130.00	**$3,510.00**
$0.00	**$0.00**		$78.00	**$2,106.00**
$0.00	**$0.00**		$78.00	**$2,106.00**
$0.00	**$0.00**		$156.00	**$4,212.00**
$0.00	**$0.00**		$78.00	**$2,106.00**
$0.00	**$0.00**		$0.00	**$0.00**
$0.00	**$0.00**		$0.00	**$0.00**
$450.00	**$12,150.00**		$0.00	**$0.00**
$0.00	**$0.00**		$0.00	**$0.00**
$0.00	**$0.00**		$520.00	**$14,040.00**
$0.00	**$0.00**		$650.00	**$17,550.00**
$180.00	**$4,860.00**		$0.00	**$0.00**
$0.00	**$0.00**		$455.00	**$12,285.00**
$0.00	**$0.00**		$0.00	**$0.00**
$0.00	**$0.00**		$0.00	**$0.00**
$0.00	**$0.00**		$0.00	**$0.00**
$0.00	**$0.00**		$520.00	**$14,040.00**
$0.00	**$0.00**		$390.00	**$10,530.00**
$0.00	**$0.00**		$0.00	**$0.00**

$0.00	**$0.00**		$0.00	**$0.00**
$0.00	**$0.00**		$390.00	**$7,020.00**
$0.00	**$0.00**		$0.00	**$0.00**
$0.00	**$0.00**		$0.00	**$0.00**
$0.00	**$0.00**		$0.00	**$0.00**
$0.00	**$0.00**		$0.00	**$0.00**
$0.00	**$0.00**		$455.00	**$8,190.00**
$0.00	**$0.00**		$0.00	**$0.00**
$0.00	**$0.00**		$0.00	**$0.00**
$0.00	**$0.00**		$0.00	**$0.00**
$750.00	**$13,500.00**		$0.00	**$0.00**
$0.00	**$0.00**		$0.00	**$0.00**
$200.00	**$3,600.00**		$0.00	**$0.00**
$0.00	**$0.00**		$0.00	**$0.00**
$250.00	**$4,500.00**		$0.00	**$0.00**
$600.00	**$10,800.00**		$585.00	**$10,530.00**
$250.00	**$4,500.00**		$0.00	**$0.00**
$1,000.00	**$18,000.00**		$650.00	**$11,700.00**
$275.00	**$4,950.00**		$0.00	**$0.00**
$275.00	**$4,950.00**		$78.00	**$1,404.00**
$190.00	**$3,420.00**		$390.00	**$7,020.00**
$130.00	**$2,340.00**		$0.00	**$0.00**
$170.00	**$3,060.00**		$0.00	**$0.00**

$220.00	**$3,960.00**		$0.00	**$0.00**
$350.00	**$6,300.00**		$0.00	**$0.00**
$0.00	**$0.00**		$0.00	**$0.00**
$0.00	**$0.00**		$800.00	**$7,200.00**
$0.00	**$0.00**		$0.00	**$0.00**
$0.00	**$0.00**		$0.00	**$0.00**
$250.00	**$2,250.00**		$0.00	**$0.00**
$0.00	**$0.00**		$468.00	**$4,212.00**
$0.00	**$0.00**		$195.00	**$1,755.00**
$450.00	**$4,050.00**		$195.00	**$1,755.00**
$1,300.00	**$11,700.00**		$0.00	**$0.00**
$300.00	**$2,700.00**		$0.00	**$0.00**
	121,590.00			**339,021.00**

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

CALLED MEETINGS	
4/10/2026	Budget Planning Meeting
5/21/2026	Capital Improvement Meeting
~~6/11-12/2026~~	Budget Workshop