CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, OCTOBER 2, 2023
5:00 P.M.

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

A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER JUSTON DOBBS

A. 3. INVOCATION BY COUNCIL MEMBER JUSTON DOBBS

A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 5, 2023.

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

Resolutions

D. 1. RESOLUTION NO. 7172

Determining a Public Necessity to Acquire by Eminent Domain Certain Property Interests for Public Use, Including Permanent Water Easement and Temporary Construction Easements for the Construction, Expansion, Access, Repair and Maintenance of Public Water and Other Utility Improvements Consisting of Four Tracts of Land Comprising +/- 0.567 acres and +/- 0.050 acre (Permanent Water Easements) and +/- 0.738 acres and +/- 0.055 acres (Temporary Construction Easements), respectively, owned by Reginald B. Smith, Sr., Recorded under Document No. 201800007027 of the Official Public Records of Grayson County, Texas, Within the Thomas Jones Survey, Abstract No. 635, Extraterritorial Jurisdiction of the City of Sherman, Grayson County, Texas, as Deemed Necessary by the City Manager or His Designee; Giving Notice of an Official Determination to Acquire the Permanent Water Easement and Temporary Construction Easement for Public Use by Eminent Domain for Such Uses; Authorizing the City Manager of the City of Sherman, Texas, to Establish Procedures for Acquiring the Easements, Offering to Acquire the Easements, Voluntarily, from the Landowner Through the Making of Bona Fide Offers; Appropriating Funds; Providing for Repealing, Savings and Severability Clauses; and Providing for an Effective Date

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

D. 2. **RESOLUTION NO. 7173**

Determining a Public Necessity to Acquire by Eminent Domain Certain Property Interests for Public Use, Including Permanent Water Easement and Temporary Construction Easements for the Construction, Expansion, Access, Repair and Maintenance of Public Water and Other Utility Improvements Consisting of Two Tracts of Land Comprising +/- 2.180 acres (Permanent Water Easement) and +/- 2.422 acres (Temporary Construction Easement), respectively, owned by Reginald B. Smith and Wife, Sherilyn Smith, Recorded in Volume 1147, Page 682 of the Deed Records of the Official Public Records of Grayson County, Texas, Within the Thomas Jones Survey, Abstract No. 635, Extraterritorial Jurisdiction of the City of Sherman, Grayson County, Texas, as Deemed Necessary by the City Manager or His Designee; Giving Notice of an Official Determination to Acquire the Permanent Water Easement and Temporary Construction Easement for Public Use by Eminent Domain for Such Uses; Authorizing the City Manager of the City of Sherman, Texas, to Establish Procedures for Acquiring the Easements, Offering to Acquire the Easements, Voluntarily, from the Landowner Through the Making of Bona Fide Offers; Appropriating Funds; Providing for Repealing, Savings and Severability Clauses; and Providing for an Effective Date

D. 3. **** RESOLUTION NO. 7174***

Awarding a Bid to and Authorizing Execution of a Contract with Entrust One Facility Services, Inc. for Janitorial Services in Certain City-Owned Facilities

D. 4. **** RESOLUTION NO. 7175***

Authorizing the Purchase of Optics, Rifles and Suppressors for the Sherman Police Department from Loyal 9 Manufacturing Through Buyboard

D. 5. **** RESOLUTION NO. 7176***

Authorizing the Purchase of a New Kubota Mini Excavator from Zimmerer Kubota & Equipment, Inc. Through Buyboard

D. 6. **** RESOLUTION NO. 7177***

Authorizing the City Manager to Execute a Sub-Rental Agreement for a New Field Line Marking Robot from Turf Tank for the Grounds Maintenance Department through the Buyboard

D. 7. **** RESOLUTION NO. 7178***

Authorizing the Purchase of TASER 7 Certification Bundles for the Sherman Police Department from Axon Enterprise, Inc. Through Buyboard

D. 8. **** RESOLUTION NO. 7179***

Authorizing the Purchase of a New Case Compact Track Loader from ASCO Equipment for the Neighborhood Services Department through the Buyboard

D. 9. **** RESOLUTION NO. 7180***

Awarding a Bid to and Authorizing Execution of a Contract with Triple Crown Ford Lincoln, LLC for the Purchase of Three New Vehicles for the City of Sherman

D. 10. **** RESOLUTION NO. 7181***

Authorizing Execution of an Encroachment Agreement with Kenneth and Mary Lawrence for the Encroachment of an Existing Monument Sign within the Proposed Platted 15-foot Utility Easement Along the West Property Line of Texoma Vet Hospital, Approved by City Council on April 17, 2023, to be filed in the Plat Records, Grayson County, Texas, Locally Known as 5005 FM 1417 in the City of Sherman, Texas

D. 11. **** RESOLUTION NO. 7182***

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

Payment Approvals

E. 1. ****PAYMENT APPROVAL***

Authorizing Payment of $126,568.02 for Microsoft Enterprise Agreement Annual Billing Year 3 under Texas DIR Contract DIR-TSO-4061.

F. **COUNCIL COMMENTS**

Executive Session

G. 1. **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:

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.
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. (a) Purchase of real estate east of US 75, between SH 56 and US 82
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.
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.
Tex. Gov't Code § 551.076	Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.
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.

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

H. 1. OPEN MEETING
Reconvene into Open Meeting and Consider Action, if any, on items discussed in Executive Session

I. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Friday, September 29, 2023 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 29th day of September 2023.
City of Sherman, Texas

_____
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 LINDA ASHBY AT (903) 892-7204, TWO (2) WORKING DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

Mayor	Deputy Mayor	Council Members	
David Plyler	Josh Stevenson	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
		Shawn C. Teamann, 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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **A. 4.**

Meeting Date: 10/02/2023

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 5, 2023.

Attachments

September 5, 2023
Main Street Reimbursement Program
Bel Air Village PID

STATE OF TEXAS §

September 5, 2023

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on September 5, 2023.

MEMBERS PRESENT: **MAYOR DAVID PLYLER; DEPUTY MAYOR JOSH STEVENSON. COUNCIL MEMBERS DOBBS, HOLLAND, HOWETH, MARROQUIN, TEAMANN.**

MEMBERS ABSENT: **NONE.**

CALL TO ORDER — **CALL TO ORDER**

Mayor Plyler called the meeting to order at 5:00 p.m. The Pledge of Allegiance and Invocation were led by Mayor David Plyler.

APPROVE MINUTES — **APPROVE MINUTES**

The Council reviewed the Minutes of the Regular City Council Meetings of August 7, 2023, and August 21, 2023. Council Member Teamann moved to approve the Minutes, as presented; Second by Council Member Howeth; All present voted AYE.
MOTION CARRIED.

SPECIAL PRESENTATION

COMMENTS FROM THE CITY MANAGER ON ORGANIZATIONAL CHANGES — **ORGANIZATIONAL CHANGES**

Robby Hefton, City Manager, said Zach Flores, formerly Executive Director of Public Safety, has been promoted to Assistant City Manager. He added that some of the duties had also been "shuffled around" to deal with the growth that Sherman is experiencing.

Mr. Flores will continue to supervise the public safety areas, but new duties will include supervision of the maintenance areas, and other programs, which will be announced later. Other duties of Assistant City Mangers Clint Philpott and Terrence Steele were also reorganized.

He added that Mary Lawrence, formerly Finance Director, is now Chief Financial Officer, a position she has already been providing for the City.

CITY OF SHERMAN POLICE CHIEF JASON JEFFCOAT'S PRESENTATION OF THE DEPARTMENT'S NEW BALLISTIC ARMORED TACTICAL TRANSPORT (B.A.T.T.-X) — **POLICE ARMORED VEHICLE**

Mr. Hefton said the Police Department's new Ballistic Armored Tactical Transport Vehicle is also on display in front of City Hall. This demonstrates the professionalism and equipping of the Department for "whatever comes our way."

CITIZEN'S COMMENTS — **CITIZENS COMMENTS**

There were no citizen's comments.

RES 7124 MAIN STREET REIMBURSEMENT (KNIGHT FURNITURE)

RESOLUTION NO. 7124 - EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH KNIGHT FURNITURE CO. LTD. FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH KNIGHT FURNITURE CO LTD FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.

Nate Strauch, Community and Support Services Manager, said this item is one of 26 items on the agenda, that pertain to the Main Street Reimbursement Program.

Twenty-six businesses enrolled in the program, and three more have signed up since that time. The first payout to these businesses will total approximately $62,075. Sales tax numbers are confidential and reimbursements will fluctuate, depending on the annual taxable sales. Mr. Strauch said the first payout will probably be around $65,000 to $70,000.

He said, 16 of those businesses will receive more than $1,000; seven, more than $3,000; and the rest of the businesses will total $6,200.

Mr. Strauch said, in the future, these agreements will appear on the Council's consent agenda, and then staff will present an update twice a year as to how the program is working.

Council Member Howeth asked how the businesses were responding to the program. Karen Tooley, representing Downtown Sherman Now, said the businesses are very excited, and she thanked the Council for initiating the program. She said this program was "very tangible and very generous" of the City, and the businesses are very grateful.

ACTION TAKEN.

Motion by Council Member Teamann to approve Resolution No. 7124, as presented. Second by Council Member Howeth.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

CONSENT AGENDA

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.

The Council reviewed the Consent Agenda. Deputy Mayor Stevenson moved to approve the Consent Agenda, as presented. Second by Council Member Dobbs. All present voted AYE.

PUBLIC HEARING **CIP**

CAPITAL IMPROVEMENT PROGRAM 2023-2028

Mary Lawrence, Chief Financial Officer, said the Capital Improvement Program is a result of the Council's Workshop, that was held on May 25, 2023. Approval of the program does not obligate the City to any of the projects. The annual budget appropriates the first year of the program, however, all projects still are brought before the City Council for approval.

The plan provides the City with structure and an organized approach to managing funding for the major projects, and allows a long-term view of needs. It is also required by the City's Charter.

Ms. Lawrence said the first year of the General CIP projects total about $52 million, and are largely funded by the 2023 Certificates of Obligation.

No citizens appeared before the City Council to discuss the Capital Improvement Program for 2023-2028.

PUBLIC HEARING

REQUEST FOR A VARIANCE TO ALLOW ALCOHOLIC BEVERAGE SALES WITHIN 300 FEET OF A SCHOOL (FAIRVIEW ELEMENTARY); MARK SCHUSTER, OWNER, SHERMAN SPORTS AND ENTERTAINMENT, LLC, ON PREMISES LOCATED AT VETERAN'S FIELD, AT FAIRVIEW PARK, 1121 W. TAYLOR STREET, PURSUANT TO SECTION 109.33(E) OF THE TEXAS ALCOHOLIC BEVERAGE CODE **ALCOHOL APPEAL SHERMAN SPORTS & ENTERTAINMENT VETERAN'S FIELD**

Terrence Steele, Assistant City Manager, said City staff has been meeting with representatives from Sherman Sports, for several months, about a proposal to bring a semi-pro baseball team to Sherman. They would like to use Veteran's Field in Fairview Park as their home base.

Veteran's Field is 1,500 feet from Fairview Elementary School, however because of State law and Sherman's City Ordinances, their property lines are still within 300 feet of each other. Therefore, the permit was automatically denied.

The applicant has appealed that denial to the City Council. Mr. Steele said the team would play 36 home games, between the end of May and the first part of August, when the school would be out of session.

Mr. Steele added that, in small sports arenas, concessions are very important. If the appeal is approved, the Council will then approve a contract between the City and the entity, where they are proposing to make $197,000 worth of improvements to Veteran's Field. These improvements will bring that field up to semi-pro standards.

The City did receive an opposition letter from the School District, opposing the sale of alcohol near Fairview Elementary School. He reiterated that, when the games are being played, school will not be in session. The City of Sherman will still be in charge of all the

programs, scheduling the games, and will also still be using Veteran's Field for City programs.

Tim Woodward, representing Sherman Sports, was available to answer any questions that the Council might have.

Peter Tracy, 705 S. Valentine, asked for clarification that this would be a concession type service and not year-round alcohol beverage sales.

Mr. Steele said there are only 36 games that would be played from the end of May until the first part of August. He said they are talking about a five-year contract, but are in negotiations with a local property owner about building a multi-million-dollar sports facility.

No other citizens appeared before the City Council to discuss the variance to allow alcoholic beverage sales at Veteran's Field, in Fairview Park, which is within 300 feet of Fairview Elementary School.

ORD 6636
BEL AIR VILLAGE

Mayor Plyler introduced Ordinance No. 6636 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE 2023-2024 ANNUAL SERVICE AND ASSESSMENT PLAN UPDATE FOR THE BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT.

Clint Philpott, Assistant City Manager, said this is the third time the Public Improvement District has been brought to the City Council. The Council is required to approve their service and assessment plan annually. He introduced Josh Arendt, Vice President, MuniCap, Inc., to present the update.

Mr. Arendt said this was the third annual update for the Bel Air Village Assessment Plan. Purpose of the update is to review the budget for the improvements and the conditions for the property.

The improvements for Phase 1 have been completed and the improvements for Phase 2 are under construction. Until the improvements are completed, the updates will continue to make sure the requests and obligations are still being met.

He outlined the three conditions when the annual installments should be collected. The first condition is when the building permit has been issued for each parcel. In Phase 1, there are 185 of 327 units estimated to be developed, with a permit as of the end of July 2023.

The second condition is when bonds are issued for the project. At this time, this hasn't happened, but may very soon. The third condition is the two-year anniversary of the levy of assessments, which has not happened.

As of this date, there have been no building permits issued for Phase 2. There have been no changes to the assessment methodology.

Approximately 142 additional lots should be ready for assessment by this time next year. Mr. Arendt also discussed what the assessment budget was being used for at this time, and there have been no parcel subdivisions or consolidations, since the last report. There have also been no prepayments on the assessments.

No other citizens appeared before the City Council to discuss Ordinance No. 6636.

Mayor Plyler introduced Ordinance No. 6637 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 6630 (ORDERING A GENERAL ELECTION TO BE HELD ON NOVEMBER 7, 2023 FOR THE PURPOSE OF ELECTING TWO CITY COUNCIL MEMBERS (DISTRICT 2 AND DISTRICT 4) TO FILL EXPIRING TERMS); PROVIDING FOR UPDATED POLLING LOCATION INFORMATION.

ORD 6637
REGULAR MUNICIPAL ELECTION
(NOV. 7, 2023)

Linda Ashby, City Clerk, explained that Grayson County added an early voting site and changed the room location on another site. This ordinance amends the current ordinance with those corrections.

No citizens appeared before the City Council to discuss Ordinance No. 6637.

Mayor Plyler introduced Ordinance No. 6638 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 6631 (ORDERING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 7, 2023 FOR THE PURPOSE OF THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX AT THE RATE OF ONE-EIGHTH OF ONE PERCENT (1/8%) TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS); PROVIDING FOR UPDATED POLLING LOCATION INFORMATION.

ORD 6638
SPECIAL ELECTION
(NOV. 7, 2023)

Ms. Ashby explained that this also amends the ordinance for the Special Election.

No citizens appeared before the City Council to discuss Ordinance No. 6638.

Mayor Plyler introduced Ordinance No. 6639 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING A BUDGET AND PROVIDING FOR THE APPROPRIATION OF FUNDS FOR OPERATING AND CAPITAL EXPENDITURES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; DECLARING THAT THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY $5,849,000 AND 27%, AND OF THAT AMOUNT $1,492,000 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN

ORD 6639
BUDGET

EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

Ms. Lawrence said the next three agenda items relate to the adoption of the budget and the tax rate.

Ordinance 6639 is the public hearing to adopt the budget, which is the result of the Council's Work Shop. The budget contains about $173.3 million in appropriations, including appropriations for capital projects, debt service, and operations.

The tax rate of $0.508 is included. The proposed budget has been updated to include a market adjustment for the fire and police officers.

No citizens appeared before the City Council to discuss Ordinance No. 6639.

Mayor Plyler introduced Ordinance No. 6640 and called for a public hearing: **ORD 6640 TAX LEVY**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR THE LEVY OF AD VALOREM TAXES FOR THE CITY OF SHERMAN, TEXAS, FOR THE TAX YEAR 2023; DISTRIBUTING THE SAME AMONG THE VARIOUS FUNDS; PROVIDING FOR A PENALTY AND INTEREST FOR FAILURE TO PAY THE TAXES LEVIED WITHIN THE TIME PROVIDED BY LAW; PROVIDING FOR A LIEN ON ALL REAL AND PERSONAL PROPERTY TO SECURE PAYMENT OF TAXES DUE THEREON; PROVIDING A PENALTY CLAUSE, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Ms. Lawrence said this item will adopt the tax rate of $0.508, and will provide funding for the debt service for capital projects. The maintenance and operations rate is about the same as last year, at $0.26 and the debt service rate is $0.24.

No citizens appeared before the City Council to discuss Ordinance No. 6640.

The Public Hearing was closed.

OTHER BUSINESS

PROVIDING FOR THE RATIFICATION OF THE PROPERTY TAX INCREASE **PROPERTY TAX RATIFICATION**

Ms. Lawrence said this is the final action to adopt the budget and tax rate. State law requires a separate approval by the City Council to ratify the tax increase. Tax increase is defined as anytime a City receives more taxes than they have received in the current year.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to approve the ratification of the property tax increase, as presented. Second by Council Member Howeth.

VOTING AYE: Holland, Howeth, Marroquin, Stevenson.
VOTING NAY: Dobbs, Teamann.
MOTION CARRIED.

Ordinance 6639 **ORD 6639 BUDGET**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING A BUDGET AND PROVIDING FOR THE APPROPRIATION OF FUNDS FOR OPERATING AND CAPITAL EXPENDITURES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; DECLARING THAT THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY $5,849,000 AND 27%, AND OF THAT AMOUNT $1,492,000 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

Council Member Teamann asked about the implications if a Council Member approves the budget, but votes against the tax rate.

Ryan Pittman, City Attorney, explained that the tax rate has to be approved by 60% of the governing body. Whatever budget is approved will go forward. He added that if the budget is approved and the tax rate isn't, the staff would need to make modifications to the approved budget, to meet whatever tax rate is approved. He urged the Council to approve a tax rate in some form.

Robby Hefton, City Manager, added that, as a matter of law, if the tax rate fails, it would be adopted at the current rate. It's not that there is no tax rate, it just remains unchanged.

Mayor Plyler said projects that had already been agreed upon would need to be cut. Mr. Hefton said the staff would have to come back with a plan, which could include cutting projects, expenses, and programs.

Council Member Dobbs confirmed that each proposed project in the budget would still need to be approved individually by Council. Mr. Hefton confirmed that was the case, and said the budget is a funding mechanism.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to approve Ordinance No. 6639, as presented. Second by Council Member Howeth.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

Ordinance 6640 **ORD 6640 TAX LEVY**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR THE LEVY OF AD VALOREM TAXES FOR THE CITY OF SHERMAN, TEXAS, FOR THE TAX YEAR 2023; DISTRIBUTING THE SAME AMONG THE VARIOUS FUNDS; PROVIDING FOR A PENALTY AND INTEREST FOR FAILURE TO PAY THE TAXES LEVIED WITHIN THE TIME PROVIDED BY LAW; PROVIDING FOR A LIEN ON ALL REAL AND PERSONAL PROPERTY TO SECURE PAYMENT OF TAXES DUE THEREON;

PROVIDING A PENALTY CLAUSE, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to move that the property tax rate be increased by the adoption of a tax rate of $.508000 per $100, which is effectively an 18% increase in the tax rate, as presented. Second by Council Member Howeth.

VOTING AYE: Holland, Howeth, Marroquin, Stevenson.
VOTING NAY: Dobbs, Teamann.
MOTION CARRIED.

Ordinance 6636 — **ORD 6636 BEL AIR VILLAGE**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE 2023-2024 ANNUAL SERVICE AND ASSESSMENT PLAN UPDATE FOR THE BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT.

Ordinance 6637 — **ORD 6637 REGULAR MUNICIPAL ELECTION (NOV. 7, 2023)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 6630 (ORDERING A GENERAL ELECTION TO BE HELD ON NOVEMBER 7, 2023 FOR THE PURPOSE OF ELECTING TWO CITY COUNCIL MEMBERS (DISTRICT 2 AND DISTRICT 4) TO FILL EXPIRING TERMS); PROVIDING FOR UPDATED POLLING LOCATION INFORMATION.

Ordinance 6638 — **ORD 6638 SPECIAL ELECTION (NOV. 7, 2023)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 6631 (ORDERING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 7, 2023 FOR THE PURPOSE OF THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX AT THE RATE OF ONE-EIGHTH OF ONE PERCENT (1/8%) TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS); PROVIDING FOR UPDATED POLLING LOCATION INFORMATION.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to approve Ordinance Nos. 6636, 6637, and 6638, as presented. Second by Council Member Teamann.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 7125 -- APPROVING AND ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF SHERMAN, TEXAS — **RES 7125 CIP**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF SHERMAN, TEXAS.

Ms. Lawrence said this resolution would adopt the Capital Improvement Program.

ACTION TAKEN.

Motion by Council Member Howeth to approve Resolution No. 7125, as presented. Second by Deputy Mayor Stevenson.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RES 7126
36" WEST SHERMAN WATER MAIN EMINENT DOMAIN

RESOLUTION NO. 7126 -- DETERMING A PUBLIC NECESSITY TO ACQUIRE BY EMINENT DOMAIN CERTAIN PROPERTY INTERESTS FOR PUBLIC USE, INCLUDING PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR AND MAINTENANCE OF PUBLIC WATER AND OTHER UTILITY IMPROVEMENTS CONSISTING OF TWO TRACTS OF LAND COMPRISING +/- 2.465 ACRES (PERMANENT WATER EASEMENT) AND +/- 2.218 ACRES, RESPECTIVELY, FOR A TEMPORARY CONSTRUCTION EASEMENT OWNED BY PIEDMONT LAND & CATTLE, L.C., A TEXAS LIMITED COMPANY, RECORDED UNDER DOCUMENT NUMBER 201900011579 THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE JOSEPH DEAVER SURVEY, ABSTRACT NO. 359, CITY OF SHERMAN, ETJ, GRAYSON COUNTY, TEXAS, AS DEEMED NECESSARY BY THE CITY MANAGER OR HIS DESIGNEE; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE THE PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR PUBLIC USE BY EMINENT DOMAIN FOR SUCH USES; AUTHORIZING THE CITY MANAGER OF THE CITY OF SHERMAN, TEXAS, TO ESTABLISH PROCEDURES FOR ACQUIRING THE EASEMENTS, OFFERING TO ACQUIRE THE EASEMENTS, VOLUNTARILY, FROM THE LANDOWNER THROUGH THE MAKING OF BONA FIDE OFFERS; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DETERMING A PUBLIC NECESSITY TO ACQUIRE BY EMINENT DOMAIN CERTAIN PROPERTY INTEREST FOR PUBLIC USE, INCLUDING PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR AND MAINTENANCE OF PUBLIC WATER AND OTHER UTILITY IMPROVEMENTS, CONSISTING OF TWO TRACTS OF LAND COMPRISING OF +/- 2.465 ACRES (PERMANENT WATER EASEMENT) AND A +/- 2.218 ACRES FOR A TEMPORARY CONSTRUCTION EASEMENT OWNED BY PIEDMONT LAND & CATTLE, L.C., A TEXAS LIMITED COMPANY, RECORDED UNDER DOCUMENT NUMBER 201900011579 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE JOSEPH DEAVER SURVEY, ABSTRACT NO. 359, CITY OF SHERMAN, ETJ, GRAYSON COUNTY, TEXAS, AS DEEMED NECESSARY BY THE CITY MANAGER OR HIS DESIGNEE; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE THE PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR PUBLIC USE BY EMINENT DOMAIN FOR SUCH USES; AUTHORIZING THE CITY MANAGER OF THE CITY OF

SHERMAN, TEXAS, TO ESTABLISH PROCEDURES FOR ACQUIRING THE EASEMENTS, OFFERING TO ACQUIRE THE EASEMENTS, VOLUNTARILY, FROM THE LANDOWNER THROUGH THE MAKING OF BONA FIDE OFFERS; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

Clint Philpott, Assistant City Manager, said these easements are needed for the 36" West Sherman Water Main project. Negotiations started in June 2023, and he felt they were close to a deal. He has heard nothing else from the property owners and needs approval to proceed with eminent domain proceedings, if necessary.

Council Member Teamann verified that they were still working on negotiations, however when someone stops returning calls, they need to be ready if eminent domain proceedings are needed.

Council Member Howeth said neither the City Council, nor the staff, wants to proceed with eminent domain, but the infrastructure must be done and if there is no communication with the property owner, or the property owner wants more than a fair price, that is the only option.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson that the City Council of the City of Sherman authorize the use of the power or eminent domain to acquire two tracts of land comprising +/- 2.465 acres and +- 2.218 acres, as described in Exhibit A to the resolution, for a permanent water easement and temporary construction easement, as presented. Second by Council Member Howeth.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RES 7127 CONVEYANCE OF PROPERTY FROM WYLDEWOOD HOMES

RESOLUTION NO. 7127 -- AUTHORIZING THE ACCEPTANCE OF CONVEYANCE DOCUMENTS FROM WYLDEWOOD HOMES, LLC FOR THE CONVEYANCE AND ACQUISITION OF APPROXIMATELY 0.489 ACRES OF LAND, IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, PROPERTY BEING LOCATED IN THE CITY OF SHERMAN, COUNTY OF GRAYSON, STATE OF TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ACCEPTANCE OF CONVEYANCE DOCUMENTS FROM WYLDEWOOD HOMES, LLC FOR THE CONVEYANCE AND ACQUISITION OF APPROXIMATELY 0.489 ACRES OF LAND, IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763, BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, PROPERTY BEING LOCATED IN THE CITY OF SHERMAN, COUNTY OF GRAYSON, STATE OF TEXAS.

Mr. Philpott said this resolution is for the City to purchase approximately a half acre of land for a trail. The trail would follow an old railroad bed, and is on the back side of the Washington Meadows Subdivision.

Prior to the Master Trails Plan, the City didn't have the ability to require these types of areas to be dedicated. Any future phases of development will require trails to be dedicated, just like right-of-way and thoroughfares, if they're in the Master Trails Plan.

This adoption would be to negotiate with the land owner for the trail, instead of 36 different property owners, when the lots sell. This would give the City access from FM 1417 all the way around.

Mr. Philpott said they will be required to dedicate the property for the third phase by plat, so the City won't have to pay for that property. That has already been included in the development plan.

He said the hope is to get additional trails, and connect where they can. In certain areas, the City may have to purchase property, but in the case of old railbeds, there is little cost to the City in making it into a trail.

Council Member Teamann asked about the chance of acquiring the rest of the track near Washington Street. Mr. Philpott said it depends on how the railroad vacated their rights. In some areas, when the property is vacated, it goes back to the adjacent property owners. If that's the case, the City would need to negotiate with the property owners. Sometimes they abandon the railbed, but don't give up the rights. In that case, the City would negotiate with the railroad.

ACTION TAKEN.
Motion by Council Member Teamann to approve Resolution No. 7127, as presented. Second by Deputy Mayor Stevenson.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RES 7128
INVESTMENT POLICY

RESOLUTION NO. 7128 -- ADOPTING AN INVESTMENT POLICY FOR THE CITY OF SHERMAN
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING AN INVESTMENT POLICY FOR THE CITY OF SHERMAN.
CONSENT AGENDA.

RES 7129
MAIN STREET REIMBURSEMENT (LINDSEY H EICHERT)

RESOLUTION NO. 7129 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH LINDSEY H. EICHERT FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH LINDSEY H EICHERT FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE

TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.
CONSENT AGENDA.

RESOLUTION NO. 7130 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH SANDI'S BOUTIQUE LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM

RES 7130 MAIN STREET REIMBURSEMENT (SANDI'S BOUTIQUE)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH SANDI'S BOUTIQUE LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.
CONSENT AGENDA.

RESOLUTION NO. 7131 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH LOOK AT ME 3D/4D LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM

RES 7131 MAIN STREET REIMBURSEMENT (LOOK AT ME 3D/4D)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH LOOK AT ME 3D/4D LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.
CONSENT AGENDA.

RESOLUTION NO. 7132 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH MAC'S SHIRTS AND MORE FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM

RES 7132 MAIN STREET REIMBURSEMENT (MAC'S SHIRTS & MORE)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH MAC'S SHIRTS AND MORE FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.
CONSENT AGENDA.

RESOLUTION NO. 7133 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH PICKLES & POTTERY LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM

RES 7133 MAIN STREET REIMBURSEMENT (PICKLES & POTTERY)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH PICKLES & POTTERY LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.
CONSENT AGENDA.

RESOLUTION NO. 7134 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH COURTNEY MITCHELL PHOTOGRAPHY, LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM

RES 7134 MAIN STREET REIMBURSEMENT (COURTNEY MITCHELL PHOTOGRAPHY)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH COURTNEY MITCHELL PHOTOGRAPHY, LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.

CONSENT AGENDA.

RESOLUTION NO. 7135 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH BETH WHITE WARD FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM

RES 7135 MAIN STREET REIMBURSEMENT (BETH WHITE WARD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH BETH WHITE WARD FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.

CONSENT AGENDA.

RESOLUTION NO. 7136 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH LOOK-A-LIKES LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM

RES 7136 MAIN STREET REIMBURSEMENT (LOOK-A-LIKES)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH LOOK-A-LIKES LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.

CONSENT AGENDA.

RESOLUTION NO. 7137 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH WALL STREET WINERY LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM

RES 7137 MAIN STREET REIMBURSEMENT (WALL STREET WINERY)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH WALL STREET WINERY LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.

CONSENT AGENDA.

RESOLUTION NO. 7138 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH CHEF ROBERT ARANSON INC. FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH CHEF ROBERT ARANSON INC. FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.

CONSENT AGENDA.

RES 7138 MAIN STREET REIMBURSEMENT (CHEF ROBERT ARANSON)

RESOLUTION NO. 7139 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH UPHOLSTERY GIRLS LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH UPHOLSTERY GIRL LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.

CONSENT AGENDA.

RES 7139 MAIN STREET REIMBURSEMENT (UPHOLSTERY GIRLS)

RESOLUTION NO. 7140 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH BARRETT HOSPITALITY LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH BARRETT HOSPITALITY LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.

CONSENT AGENDA.

RES 7140 MAIN STREET REIMBURSEMENT (BARRETT HOSPITALITY)

RESOLUTION NO. 7141 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH JOHN A STRIPLIN FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH JOHN A STRIPLIN FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.

CONSENT AGENDA.

RESOLUTION NO. 7142 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH COZY COUTURE COMPANY LIMITED LIABILITY COMPANY FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL

RES 7142 MAIN STREET REIMBURSEMENT (COZY COURTURE)

GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH COZY COUTURE COMPANY LIMITED LIABILITY COMPANY FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.
CONSENT AGENDA.

RESOLUTION NO. 7143 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH DOWNTOWN ESCAPE ROOMS, LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH DOWNTOWN ESCAPE ROOMS, LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.
CONSENT AGENDA.

RES 7143 MAIN STREET REIMBURSEMENT (DOWNTOWN ESCAPE ROOMS)

RESOLUTION NO. 7144 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH NANCY J SPILLER SIMS FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH NANCY J SPILLER SIMS FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.
CONSENT AGENDA.

RES 7144 MAIN STREET REIMBURSEMENT (NANCY SPILLER SIMS)

RESOLUTION NO. 7145 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH NAIF J. RISK FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH NAIF J RISK FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.
CONSENT AGENDA.

RES 7145 MAIN STREET REIMBURSEMENT (NAIF RISK)

RESOLUTION NO. 7146 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH JUST PEACHY NAILS & LASHES LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM

RES 7146 MAIN STREET REIMBURSEMENT (JUST PEACHY NAILS & LASHES)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH JUST PEACHY NAILS & LASHES LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.
CONSENT AGENDA.

RESOLUTION NO. 7147 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH NEVA DAMRON AND KIM WILLIAMS FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM

RES 7147 MAIN STREET REIMBURSEMENT (NEVA DAMRON & KIM WILLIAMS)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH NEVA DAMRON AND KIM WILLIAMS FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.
CONSENT AGENDA.

RESOLUTION NO. 7148 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH BHHH COFFEE, LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM

RES 7148 MAIN STREET REIMBURSEMENT (BHHH COFFEE)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH BHH COFFEE, LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.
CONSENT AGENDA.

RESOLUTION NO. 7149 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH HANNAH'S FLORIST LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM

RES 7149 MAIN STREET REIMBURSEMENT (HANNAH'S FLORIST)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH HANNAH'S FLORIST LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.
CONSENT AGENDA.

RESOLUTION NO. 7150 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH GREGORY DALE BELEW FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM

RES 7150 MAIN STREET REIMBURSEMENT (GREGORY DALE BELEW)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH GREGORY DALE BELEW FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE

TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.
CONSENT AGENDA.

RESOLUTION NO. 7151 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH HARRIS GROUP, LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM

RES 7151 MAIN STREET REIMBURSEMENT (HARRIS GROUP)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH HARRIS GROUP, LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.
CONSENT AGENDA.

RESOLUTION NO. 7152 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH MYCHAH SIMPSON AND JORDAN MOORE FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM

RES 7152 MAIN STREET REIMBURSEMENT (MYCHAH SIMPSON & JORDAN MOORE)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH MYCHAH SIMPSON AND JORDAN MOORE FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.
CONSENT AGENDA.

RESOLUTION NO. 7153 -- AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH LAUREL E., LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM

RES 7153 MAIN STREET REIMBURSEMENT (LAUREL E)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH LAUREL E., LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM.
CONSENT AGENDA.

REQUEST TO ADVERTISE
REQUESTING TO ADVERTISE FOR ASBESTOS ABATEMENT SERVICES AT FIRE STATION NO. 1

REQ TO ADVERTISE ASBESTOS ABATEMENT AT FIRE STATION NO. 1

The City Council approved the request to advertise for Asbestos Abatement Services at Fire Station No. 1. During the pre-construction phase for the Construction Manager-at-Risk project for renovations and additions to the Station, it was determined that asbestos abatement is required.
CONSENT AGENDA.

OTHER BUSINESS

APPEAL OF ALCOHOL SALE DENIAL (VETERAN'S FIELD) (APPEAL GRANTED)

CONSIDER THE REQUEST FOR A VARIANCE FOR A "RETAIL DEALER'S ON-PREMISE LICENSE" AND A "WINE AND MALT BEVERAGE RETAIL DEALER'S ON-PREMISE PERMIT" WITHIN 300 FEET OF A SCHOOL (FAIRVIEW ELEMENTARY); MARK SCHUSTER, OWNER, SHERMAN SPORTS AND ENTERTAINMENT, LLC, ON PREMISES LOCATED AT VETERAN'S FIELD, IN FAIRVIEW PARK, AT 1121 W. TAYLOR STREET PURSUANT TO SECTION 109.33(E) OF THE TEXAS ALCOHOLIC BEVERGE CODE

Terrence Steele, Assistant City Manager, said when bringing something like this to Sherman, it's not just about games, it's about traveling teams, and people staying in hotels, and eating in restaurants. He added that it's exciting that Sherman is getting these calls.

Council Member Howeth verified that alcohol would only be sold at Veteran's Field, and asked if there would be signage to remind patrons not to leave that immediate area.

Mr. Steele said that's part of the modifications that they are proposing, and they will have security to keep the alcohol in that area. Zach Flores, Assistant City Manager, added that, how the modifications are made will help mitigate and regulate that issue.

Council Member Teamann confirmed that, currently City Manager approval is needed to have a function with alcohol in the park. However, since this park property is within 300 feet of the school, the City Manager doesn't have the authority to approve the request.

Council Member Teamann asked about stating in the motion, that the alcohol sales could only be done from May through August. Mr. Steele said they will coordinate with the Parks and Recreation Department on the game schedule anyway, so the staff will know the schedule in advance.

He added that this league is geared more toward out-of-state college players. By the beginning of August, they are already back in college.

Council Member Marroquin asked about the improvements they planned to make to the field, and about how parking for the local soccer games would be handled.

Mr. Steele said the improvements are strictly to Veteran's Field, to the bleachers and the concession areas. Mr. Flores said there are already some projects planned for park amenities and for parking. If the Council would like, he said the staff could look at parking issues.

Council Member Holland verified that the local youth sports would still be able to use the facility, and would be scheduled accordingly.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to approve the appeal of Sherman Sports and Entertainment, LLC, to sell alcohol in

Veteran's Field, as presented. Second by Council Member Howeth.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

CLOSE STREETS FOR STROLL ON THE SQUARE (OCT. 7, 2023)

CONSIDER REQUEST OF DOWNTOWN SHERMAN NOW TO TEMPORARILY CLOSE CERTAIN STREETS FOR THE "STROLL ON THE SQUARE" ON STURDAY, OCTOBER 7, 2023
The City Council approved the request of Downtown Sherman Now to close certain streets for the "Stroll On The Square" on October 7, 2023. The event will be held from 12:00 p.m. until 11:00 p.m.

Downtown businesses will offer Texas wine samples inside their locations and many stops will feature bites of food. Stores will be open for shopping and outdoor stages will be set up in closed streets for live music. The Wine Stroll is limited to 600 participants and Texoma Alcoholic Beverage Commission laws will be in effect.

Barricades, cones and waste receptacles will be provided by the City. The entity will work with the Police Department to provide security officers and emergency vehicle accessibility will be maintained throughout the closed streets at all times.
CONSENT AGENDA.

COUNCIL COMMENTS

USE OF EMINENT DOMAIN

USE OF EMINENT DOMAIN

Council Member Teamann thanked Mr. Philpott and the staff for handling the eminent domain cases. He said he knew they are working diligently with citizens to negotiate a fair price for the easements, prior to moving to eminent domain.

HISPANIC HERITAGE FESTIVAL

HISPANIC HERITAGE FESTIVAL

Council Member Marroquin invited everyone to the Hispanic Heritage Festival on September 9, 2023, in Kidd-Key Park.

ANNOUNCEMENTS

ANNOUNCEMENTS

Mayor Plyler announced the following:

- **Sherman's 42nd Annual Arts Fest will be held on September 16, 2023, beginning at 9:00 a.m., in Kidd-Key Park.**

- **Parks and Recreation is offering tennis and pickleball lessons on September 13 and 14, 2023. Clinics are available for kids and adults.**

- **The Inaugural Crossroads Music Festival will be held on September 23, 2023, at Pecan Grove Park. Tickets are available at ShermanParks.com.**

EXECUTIVE SESSION – IN ACCORDANCE WITH CHAPTER 551, GOVT. CODE, V.T.C.S., (OPEN MEETINGS LAW)

EXECUTIVE SESSION

THE CITY COUNCIL WILL NOW HOLD AN EXECUTIVE SESSION PURSUANT TO THE PROVISIONS OF THE OPEN MEETINGS LAW,

CHAPTER 551, GOVERNMENT CODE, VERNONS TEXAS CODES ANNOTATED, IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN THE FOLLOWING SECTIONS.

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

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

- **(A) Southgate Apartment Complex**

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

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

TEX. GOV'T CODE § 551.076 –
DELIBERATING THE DEPLOYMENT, OR SPECIFIC OCCASIONS FOR IMPLEMENTATION, OF SECURITY PERSONNEL OR DEVICES OR A SECURITY AUDIT

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) Receive an update from City Financial Advisor**
- **(B) Bel Air Village**
- **(C) Travis Heights**
- **(D) The Village**
- **(E) Heritage Ranch**

TEXAS 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

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:54 p.m.

On Motion duly made and carried, the Executive Session recessed at 8:24 p.m. and reconvened in Open Meeting.

OPEN MEETING **OPEN MEETING**

Reconvene into Open Meeting and take action, if any, on items discussed in Executive Session.

ADJOURNMENT **ADJOURNMENT**

On Motion duly made and carried, the meeting adjourned at 8:25 p.m.

_____
MAYOR

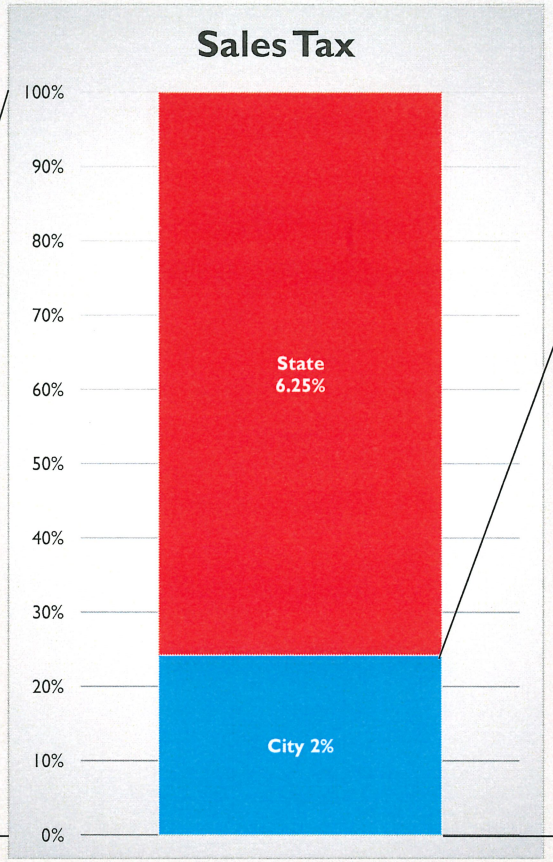
_____
CITY CLERK

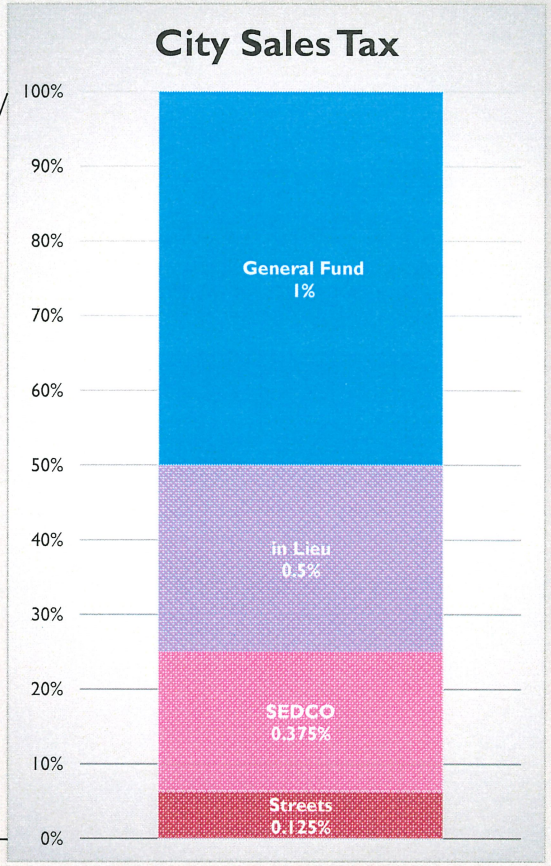
MAIN STREET REIMBURSEMENT PROGRAM

WHAT IS IT?

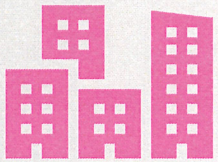
- A program to refund sales taxes to downtown businesses
- Sales-tax-producing-businesses (STPB) in the Downtown Overlay District would be eligible
- All new STPB could apply, and would remain enrolled for a period of 5 years
- Any STPB currently operating in the Overlay could apply as well
  - Date of eligibility would be 10/31/2021 to cover displaced businesses
  - Would apply retroactively to tax year 2022 (or date of CO) - as well as '23-'26
- Only the City-received 1% tax would be eligible for refund
  - Excludes SEDCO, street tax, and sales-tax-in-lieu

Total Purchase
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
Purchase
91.75%
Sales Tax
8.25%


Sales Tax
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
State
6.25%
City 2%


City Sales Tax
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
General Fund
1%
in Lieu
0.5%
SEDCO
0.375%
Streets
0.125%

WHY IS IT?

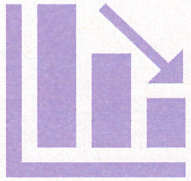


For new businesses…

We want to incentivize downtown as the preferred location for new small businesses

(Businesses that generate sales taxes especially, which are often retail and restaurants)

We want certainty in our offer when approached by prospective tenants



For existing businesses…

The last few years have been rough – only 7 of 39 STPB have increased their sales in 2023

Kelly Square fire removed a major source of foot traffic

Highway construction has disproportionally impacted downtown

Property valuations and corresponding rents have gone up significantly

HOW MUCH IS IT?

Downtown Overlay District generated $270,142 in sale tax in 2022

- The portion eligible for rebate would be $135,071
- Actual amount dispersed will likely be less
- Costs will increase yearly through 2026, then decrease

In 2022, there were 39 eligible businesses

- 30 eligible for $1,000+
- 12 eligible for $4,000+
- 3 eligible for $10,000+

THOUGHTS ON WHAT IT IS

1% of total sales might not sound like a lot, but when operating margins are 3-10%, it can make a legitimate difference, especially for those starting out.

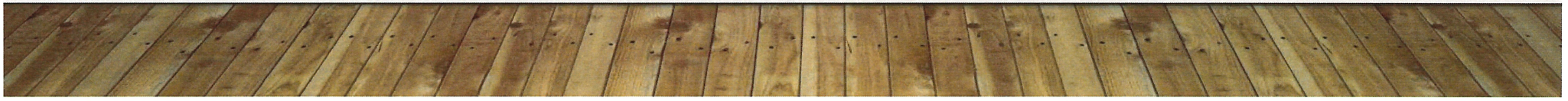
If the program is successful, it could be expanded geographically to replace our existing retail incentive program, which is currently .5% for two years.

We want to incentivize the business owners, not the property owners, which is why we shelved plans for a companion property tax abatement

"Whales" could still be courted with more generous terms

Sherman

CLASSIC TOWN. BROAD HORIZON.



Bel Air Village Public Improvement District
City of Sherman, Texas

Presented to City Council on
September 5, 2023

MuniCap, Inc.
Public Finance

Annual Service and Assessment Plan Update

- Authorized Improvements budget
- Outstanding Assessments
- Annual Budgets
- Annual Installments
- Changes to Assessment Methodology
- Projected Tax Rate Equivalent per Unit
- Parcel Subdivisions and Consolidations
- Prepayments
- Next Steps

Authorized Improvements

- Phase #1 Improvements completed

Sources of Funds	Initial Estimated Budget	Actual Amount Spent	Variance
Assessments	$9,060,054	$9,060,054	$0
Other funding sources	$0	$1,301,673	$1,301,673
Total Sources[1]	**$9,060,054**	**$10,361,727**	**$1,301,673**
Uses of Funds			
Phase #1 Improvements			
Roadway Improvements	$2,168,179	$3,849,764	$1,681,585
Water Improvements	$729,393	$832,756	$103,363
Sanitary Sewer Improvements	$1,021,867	$1,238,197	$216,330
Storm Drainage Improvements	$2,422,332	$1,693,170	($729,162)
Landscaping and Hardscaping	$641,447	$1,235,645	$594,198
Other Soft and Miscellaneous Costs	$2,076,836	$1,512,195	($564,641)
Subtotal: Phase #1 Improvements	*$9,060,054*	*$10,361,727*	*$1,301,673*
Total Uses[1]	**$9,060,054**	**$10,361,727**	**$1,301,673**

1 – According to the Developer as of July 28, 2023.

Authorized Improvements

- Phase #2 Improvements – Under Construction

Sources of Funds	Initial Estimated Budget	Budget Changes	Revised Budget	Actual Amount Spent	Remaining Balance to Fund
Assessments	$20,186,042	$0	$20,186,042	$3,181,791	$17,004,251
Other funding sources	$0	$0	$0	$0	$0
Total Sources	**$20,186,042**	**$0**	**$20,186,042**	**$3,181,791**	**$17,004,251**
Uses of Funds					
Phase #2 Improvements					
Roadway Improvements	$5,261,258	$0	$5,261,258	$1,082,619	$4,178,639
Water Improvements	$2,012,039	$0	$2,012,039	$0	$2,012,039
Sanitary Sewer Improvements	$2,756,226	$0	$2,756,226	$0	$2,756,226
Storm Drainage Improvements	$4,324,150	$0	$4,324,150	$16,165	$4,307,985
Landscaping and Hardscaping	$1,720,657	$0	$1,720,657	$0	$1,720,657
Other Soft and Miscellaneous Costs	$4,111,712	$0	$4,111,712	$2,083,007	$2,028,705
Subtotal: Phase #2 Improvements	*$20,186,042*	*$0*	*$20,186,042*	*$3,181,791*	*$17,004,251*
Total Uses	**$20,186,042**	**$0**	**$20,186,042**	**$3,181,791**	**$17,004,251**

1 – According to the Developer as of June 30, 2023.

Annual Installment Conditions

Annual Installment Conditions refer to when the assessment for each parcel should be collected. The earlier of the three conditions below will trigger the commencement of the collection of Annual Installments for each parcel.

- **Condition i:** Annual Installment collection for a specific parcel shall commence when the building permit for the parcel has been issued.
- **Condition ii:** Annual Installment collection for all parcels in the Phase shall commence the first October after issuance of any Bonds secured by the respective reimbursement agreement for the Assessed Property.
- **Condition iii:** Annual Installment collection for all parcels (or remaining parcels that yet to be triggered) shall commence the first October occurring after the expiration of two years from the date of the levy of Assessments on the Phase.

Phase #1 Lots Triggered

Trigger Period	Annual Installment Condition Trigger	Number of Lots[2]	Total EU	Total Assessments[3]
2022-23[1]	Condition (i)	24	22.78	$708,086.57
2023-24	Condition (i)	161	142.22	$4,421,223.45
Total		**185**	**165.00**	**$5,129,310.02**

1 - According to the City, eighty-six (86) building permits had been issued for Phase #1 of the PID as of June 30, 2022, however, the number of building permits issued as of June 30, 2022 was determined to be inaccurate as the count was initially determined based on building permit applications submitted to the City. The correct number of building permits issued as of June 30, 2022 was twenty-four (24).

- Total expected number of Lots in Phase #1 – 327
- 185 Lots triggered as of July 31st represents 56.57% of the total within Phase #1.
- Each Trigger Period has a separate debt service schedule and annual budget.

Annual Budget

Phase #1

Descriptions	Budget for Lots Based on Trigger Period 2022-23	2023-24	TOTAL
Interest payment on or after March 1, 2024	$28,143	$175,744	$203,887
Interest payment on or after September 1, 2024	$28,143	$175,744	$203,887
Principal payment on September 1, 2024	$78	$488	$566
Subtotal debt service on R.A.	*$56,365*	*$351,975*	*$408,340*
Administrative Expenses	$3,587	$21,960	$25,547
Subtotal Expenses	*$59,952*	*$373,935*	*$433,887*
Available Administrative Expense account	$0	$0	$0
Subtotal funds available	*$0*	*$0*	*$0*
2022-23 Annual Installment Credit[1]	*$0*	($137,596)	($137,596)
Annual Installments	**$59,952**	**$236,339**	**$296,291**

Annual Installments

Phase #1

Lots in Trigger Period	Principal	Interest	Administrative Expense	Annual Installment
2022-23	$3.43	$2,471.12	$157.49	$2,632.04
2023-24	$3.43	$2,471.39	$154.40	$2,629.23

Per Equivalent Unit

Phase #1	Lots in Trigger Period 2022-23	Lots in Trigger Period 2023-24
25' Lots	$2,047.15	$2,044.96
40' Lots	$2,339.60	$2,337.09
50' Lots	$2,632.04	$2,629.23

Annual Budget

Phase #2

- As of August 1, 2023, none of the conditions have been met and as a result, Phase #2 Annual Installments will not be collected for the 2022-23 Assessment Year.

Changes to Assessment Methodology

- No changes to the Assessment methodology that was previously approved in the Service and Assessment Plan.

Parcel Subdivisions and Consolidations

- No additional subdivision have occurred since 2021.

Prepayments

- As of July 31, 2023, there have been no prepayment of Assessments for any Parcel within the PID.

Next Steps

- City Council Options
  - Approve the ordinance as presented
  - Approve the ordinance with revisions
  - Deny the ordinance as presented

- Upon approval of 2023-24 Annual SAP Update, the approved amounts for each Parcel will be provided to the Grayson County Tax Office for billing with the 2023 property taxes.

- Approved 2023-24 Annual SAP Update and ordinance will be filed and recorded with the Grayson County Clerk's office.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **C. 1.**

Meeting Date: 10/02/2023

Approved By: Robby Hefton, City Manager

Caption:

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

Issue:

D. 3. * ***RESOLUTION NO. 7174***
Awarding a Bid to and Authorizing Execution of a Contract with Entrust One Facility Services, Inc. for Janitorial Services in Certain City-Owned Facilities

D. 4. **** RESOLUTION NO. 7175***
Authorizing the Purchase of Optics, Rifles and Suppressors for the Sherman Police Department from Loyal 9 Manufacturing Through Buyboard

D. 5. **** RESOLUTION NO. 7176***
Authorizing the Purchase of a New Kubota Mini Excavator from Zimmerer Kubota & Equipment, Inc. Through Buyboard

D. 6. **** RESOLUTION NO. 7177***
Authorizing the City Manager to Execute a Sub-Rental Agreement for a New Field Line Marking Robot from Turf Tank for the Grounds Maintenance Department through the Buyboard

D. 7. **** RESOLUTION NO. 7178***
Authorizing the Purchase of TASER 7 Certification Bundles for the Sherman Police Department from Axon Enterprise, Inc. Through Buyboard

D. 8. **** RESOLUTION NO. 7179***
Authorizing the Purchase of a New Case Compact Track Loader from ASCO Equipment for the Neighborhood Services Department through the Buyboard

D. 9. **** RESOLUTION NO. 7180***
Awarding a Bid to and Authorizing Execution of a Contract with Triple Crown Ford Lincoln, LLC for the Purchase of Three New Vehicles for the City of Sherman

D. 10. **** RESOLUTION NO. 7181***
Authorizing Execution of an Encroachment Agreement with Kenneth and Mary Lawrence for the Encroachment of an Existing Monument Sign within the Proposed Platted 15-foot Utility Easement Along the West Property Line of Texoma Vet Hospital, Approved by City Council on April 17, 2023, to be filed in the Plat Records, Grayson County, Texas, Locally Known as 5005 FM 1417 in the City of Sherman, Texas

D. 11. **** RESOLUTION NO. 7182***
Authorizing the City Manager to Execute a Contract with The Sherman Museum for Expenditure of a Portion of the Funds Collected by the City of the Hotel-Motel Occupancy Tax

E. 1. ****PAYMENT APPROVAL***

Authorizing Payment of $126,568.02 for Microsoft Enterprise Agreement Annual Billing Year 3 under Texas DIR Contract DIR-TSO-4061.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 1.**

Meeting Date: 10/02/2023

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7172

Determining a Public Necessity to Acquire by Eminent Domain Certain Property Interests for Public Use, Including Permanent Water Easement and Temporary Construction Easements for the Construction, Expansion, Access, Repair and Maintenance of Public Water and Other Utility Improvements Consisting of Four Tracts of Land Comprising +/- 0.567 acres and +/- 0.050 acre (Permanent Water Easements) and +/- 0.738 acres and +/- 0.055 acres (Temporary Construction Easements), respectively, owned by Reginald B. Smith, Sr., Recorded under Document No. 201800007027 of the Official Public Records of Grayson County, Texas, Within the Thomas Jones Survey, Abstract No. 635, Extraterritorial Jurisdiction of the City of Sherman, Grayson County, Texas, as Deemed Necessary by the City Manager or His Designee; Giving Notice of an Official Determination to Acquire the Permanent Water Easement and Temporary Construction Easement for Public Use by Eminent Domain for Such Uses; Authorizing the City Manager of the City of Sherman, Texas, to Establish Procedures for Acquiring the Easements, Offering to Acquire the Easements, Voluntarily, from the Landowner Through the Making of Bona Fide Offers; Appropriating Funds; Providing for Repealing, Savings and Severability Clauses; and Providing for an Effective Date

Issue:

To consider granting authority to negotiate for property rights for public use, including the construction, expansion, access, repair and maintenance of the 36" West Sherman Water Main project, and to complete condemnation proceedings.

Background:

It is the intent of the City to acquire the necessary easements for the purpose of, among other things, the construction, access, repair and maintenance of the public 36-inch West Water Extension Project. The project is over 14 miles long, along the west side of Sherman near FM 691 south to Shepherd Rd. The project includes numerous easements along the alignment shown. In order to keep the land acquisition process on schedule, staff is asking City Council to give authority to the City Manager to make Bona Fide Offers, work toward the voluntary conveyance of the necessary easements and, only if required, to move forward with the eminent domain process. We will work diligently with property owners to ensure eminent domain is only used as a last resort in acquiring any easement for this project.

City Council motion must be made as follows:

"I move that the City Council of the City of Sherman authorize the use of the power of eminent domain to acquire four tracts of land comprising +/- 0.567, +/- 0.050, +/- 0.738 and +/- 0.055 acres, as described in Exhibit A to the resolution, for permanent water easemente and temporary construction easements."

Origination:

City Manager's Office

Financial Consideration:

Easement acquisition costs, along with costs for appraisals, surveys, maps and photos.

Staff Recommendation:

Staff recommends approval.

Alternatives:

As may be directed by the Council.

Attachments

Resolution No. 7172

Exhibit A

Aerial Location Map

RESOLUTION NO. 7172

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DETERMINING A PUBLIC NECESSITY TO ACQUIRE BY EMINENT DOMAIN CERTAIN PROPERTY INTEREST FOR PUBLIC USE, INCLUDING PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR AND MAINTENANCE OF PUBLIC WATER AND OTHER UTILITY IMPROVEMENTS, CONSISTING OF FOUR TRACTS OF LAND COMPRISING OF +/- 0.567 ACRES AND +/- 0.050 ACRES (PERMANENT WATER EASEMENTS) AND +/- 0.738 ACRES AND +/- 0.055 ACRES (TEMPORARY COMSTRUCTION EASEMENTS)RESPECIVELY, OWNED BY REGINALD B. SMITH, SR., RECORDED IN UNDER DOCUMENT NO. 201800007027 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE THOMAS JONES SURVEY, ABSTRACT NO. 635, EXTRATERRITORIAL JURISDICTION OF THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AS DEEMED NECESSARY BY THE CITY MANAGER OR HIS DESIGNEE; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE THE PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR PUBLIC USE BY EMINENT DOMAIN FOR SUCH USES; AUTHORIZING THE CITY MANAGER OF THE CITY OF SHERMAN, TEXAS, TO ESTABLISH PROCEDURES FOR ACQUIRING THE EASEMENTS, OFFERING TO ACQUIRE THE EASEMENTS, VOLUNTARILY, FROM THE LANDOWNER THROUGH THE MAKING OF BONA FIDE OFFERS; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") finds that there is a public necessity for the acquisition, by eminent domain, of a Permanent Water Easement and a Temporary Construction Easement, as described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (collectively, the "Easements"), as deemed necessary by the City Manager or his designee for the Project (hereinafter defined); and

WHEREAS, it is the intent of the City of Sherman, Texas ("Sherman") to acquire the necessary Easements for the purposes of, among other things, the construction, access, repair and maintenance of public wastewater, including the Northwest Southwest Transmission Pipeline Project (collectively, the "Project"); and

WHEREAS, the City Council finds that the description of the Easements to be acquired by eminent domain for the Project complies with Chapter 2206 of the Texas Government Code,

as amended ("Chapter 2206"), in that the same provides property owner(s) in and around the area reasonable notice that the owners' property may be subject to condemnation proceedings during the planning or construction of the Project; and

WHEREAS, the City Council finds that the Project is necessary for public use; and

WHEREAS, it is necessary to establish procedures for determining the establishment and approval of just compensation for the Easements to be acquired by eminent domain for the Project; and

WHEREAS, the City Manager, or his designee ("City Manager"), is authorized to make a bona fide offer, as defined by and in compliance with Section 21.0113 of the Texas Property Code ("Bona Fide Offer"), to acquire the Easements for public use, voluntarily, from the subject landowner prior to moving forward with acquisition by eminent domain; and

WHEREAS, the City Council has investigated and determined that the passage of this Resolution complies with Chapter 2206 and other applicable laws.

NOW THEREFORE, BE IT RESOLVED 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 Resolution as if fully set forth herein.

SECTION 2: Acquisition of Easements. The City Council hereby determines that there is a public necessity for, and the public welfare and convenience will be served by, the acquisition, by eminent domain, of the Easements, and it is Sherman's intent to acquire the Easements for public use as described and depicted herein, specifically for the purpose of, among other things, the construction, access, repair and maintenance of public wastewater improvements necessary for the Project.

SECTION 3: Authority of City Manager/Bona Fide Offer. The City Manager is hereby authorized to contract, on behalf of the City Council, with professional appraisers for appraisal services and with attorneys for preparation of title opinion(s) needed by Sherman from time to time in connection with the acquisition of the Easements. The City Council hereby ratifies any contracts entered into, prior to the effective date of this Resolution, by the City Manager with professional appraisers for appraisal services and with attorneys for preparation of title opinion(s) needed for the acquisition of the Easements. The City Manager shall first make a Bona Fide Offer to acquire the Easements from the subject landowner, voluntarily. Should the landowner fail to provide the Easements, voluntarily, through said Bona Fide Offer, the City Manager is authorized to move forward with acquiring the Easements by eminent domain.

SECTION 4: Determination of Just Compensation. The City Manager is hereby authorized and directed to examine and rely on independent appraisal reports and other information to make a determination as to the establishment and approval of a fair market value offer and the just compensation for the Easements for the purpose of making the Bona Fide Offer. After such

consideration, the City Manager shall establish and approve the amount determined to be just compensation for acquisition of said Easements and shall have the authority to execute any and all documents necessary to complete the acquisition of same.

SECTION 5: Authority to Make an Offer. Upon establishment and approval by the City Manager of the amount of just compensation for the acquisition of the Easements, the City Manager is authorized to send a written Bona Fide Offer to the landowner of said Easement Property at the full amount determined and established to be just compensation therefore, and to negotiate with said landowner(s) on behalf of Sherman to acquire the Easements voluntarily.

SECTION 6: Authority to Execute Documents. The City Manager is hereby authorized to execute all documents necessary to acquire the Easements needed for the Project, on behalf of Sherman, whether by purchase or eminent domain. The City Council hereby ratifies any documents executed, prior to the effective date of this Resolution, by the City Manager which were necessary for the acquisition of the Easements for the Project.

SECTION 7: Disposal of Improvements. The City Manager is hereby authorized to remove improvements, if any, located on the Easement Property acquired in connection with this Project, should they interfere with the intended use and enjoyment of said Easements.

SECTION 8: Eminent Domain Authorized. Should the City Manager be unable to acquire the Easements, voluntarily, from the landowner(s), through the making of the Bona Fide Offer, the City Manager is authorized to instruct the law firm of Abernathy, Roeder, Boyd & Hullett, P.C., to commence eminent domain proceedings for the acquisition of the Easements for the Project.

SECTION 9: Source of Funds. The amount to be paid, if any, for acquiring the Easements for the Project will be appropriated from any lawful source.

SECTION 10: Savings/Repealing. All provisions of any resolution in conflict with this Resolution are hereby repealed to the extent they are in conflict. Any remaining portion of conflicting resolutions shall remain in full force and effect.

SECTION 11: Severability. Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City Council hereby declares that it would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 12: Public Notice. The City Council finds that the meeting at which this Resolution 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 13: Effective Date. This Resolution shall take effect immediately from and after its passage.

INTRODUCED on this the 2nd day of October 2023.

ADOPTED on this the 2nd day of October 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT "A"

OWNERS: REGINALD B. SMITH, SR.
45 FOOT WIDTH PERMANENT WATERLINE EASEMENT
THOMAS JONES SURVEY, ABSTRACT NO. 635
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

TRACT 1:

Being a 0.050 acre tract of land situated within the Thomas Jones Survey, Abstract No. 635, City of Sherman, Grayson County, Texas, being a portion of a called 290.01 acre tract of land titled Tract 2 as described in the deed to Reginald B. Smith, SR. recorded under Document No. 201800007027 of the Official Public Records of Grayson County, Texas. Said 0.050 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a nail found in O.B. Groner Road, a generally recognized public road, no recording document found, at the southeast corner of a called 40.28 acre tract of land as described in the deed to Connie Purdom et al recorded in Volume 4034, Page 21 of the Deed Records of Grayson County, Texas, being the southwest corner of a called 10.399 acre tract of land as described in the deed to Primitivo Esparza and Maria Herlinda Esparza recorded in Volume 5449, Page 424 of said Deed Records, being on the north line of said called 290.01 acre tract of land, from which a MAG Nail found in said O.B. Groner Road at the southeast corner of a called 5.011 acre tract of land as described in the deed to Mark A. Smith recorded under Document No. 202200011473 of said Official Public Records, being at the southwest corner of a called 5.00 acre tract of land as described in the deed to Stacy Christine Bruce and Eric M. Bruce recorded under Document No. 202100040128 of said Official Public Records bears NORTH 74 degrees 53 minutes 26 seconds EAST, 1,568.08 feet;

THENCE SOUTH 74 degrees 53 minutes 26 seconds WEST, 8.62 feet with the north line of said 290.01 acre tract of land, being the south line of said 40.28 acre tract of land to the **POINT OF BEGINNING,** having surface coordinates of N=7,267,934.01 feet and E=2,528,576.15 feet;

THENCE Through and across the interior of said 290.01 acre tract the following (3) calls:

1. SOUTH 14 degrees 49 minutes 31 seconds EAST, 48.77 feet;
2. SOUTH 75 degrees 14 minutes 37 seconds WEST, 45.00 feet;
3. NORTH 14 degrees 49 minutes 31 seconds West, 48.50 feet to the north line of said 290.01 acre tract of land, and the south line of said 40.28 acre tract of land;

THENCE NORTH 74 degrees 53 minutes 26 seconds EAST, 45.00 feet with the north line of said 290.01 acre tract of land, and the south line of said called 40.28 acre tract of land to the **POINT OF BEGINNING,** containing 0.050 acres.

VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENTS

The above-described variable width permanent waterline easement is also subject to a variable width temporary construction easement being parallel with and adjacent to said variable width permanent waterline easement, located and shown on the accompanying survey plat. Said variable width temporary construction easement contains a total acreage of 0.055 acres. The said variable width temporary construction easement shall expire as noted in the easement agreement.

Bowman Consulting Group, Ltd. 1200 West Magnolia Road, Suite 300 Fort Worth, Texas 76104 214-484-8586

TRACT 2:

Being a 0.567 acre tract of land situated within the Thomas Jones Survey, Abstract No. 635, City of Sherman, Grayson County, Texas, being a portion of a called 290.01 acre tract of land titled Tract 2 as described in the deed to Reginald B. Smith, SR. recorded under Document No. 201800007027 of the Official Public Records of Grayson County, Texas. Said 0.567 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a nail found in O.B. Groner Road, a generally recognized public road, no recording document found, at the southeast corner of a called 40.28 acre tract of land as described in the deed to Connie Purdom et al recorded in Volume 4034, Page 21 of the Deed Records of Grayson County, Texas, being the southwest corner of a called 10.399 acre tract of land as described in the deed to Primitivo Esparza and Maria Herlinda Esparza recorded in Volume 5449, Page 424 of said Deed Records, being on the north line of said called 290.01 acre tract of land, from which a MAG Nail found in said O.B. Groner Road at the southeast corner of a called 5.011 acre tract of land as described in the deed to Mark A. Smith recorded under Document No. 202200011473 of said Official Public Records, being at the southwest corner of a called 5.00 acre tract of land as described in the deed to Stacy Christine Bruce and Eric M. Bruce recorded under Document No. 202100040128 of said Official Public Records bears NORTH 74 degrees 53 minutes 26 seconds EAST, 1,568.08 feet;

THENCE SOUTH 74 degrees 53 minutes 26 seconds WEST, 8.62 feet with the north line of said 290.01 acre tract of land, and the south line of said 40.28 acre tract of land;

THENCE SOUTH 14 degrees 49 minutes 31 seconds EAST, 48.77 feet;

THENCE SOUTH 35 degrees 30 minutes 12 seconds East, 21.39 feet through the interior of said 290.01 acre tract of land to the **POINT OF BEGINNING**, having surface coordinates of N=7,267,869.45 feet and E=2,528,601.05 feet;

THENCE Continuing through and across the interior of said 290.01 acre tract the following (2) calls:

1. NORTH 74 degrees 32 minutes 02 seconds EAST, 496.03 feet to the east line of said 290.01 acre tract of land, being the west line of a called 202.02 acre tract of land as described in the deed to Reginald B. Smith and wife, Sherilyn Smith recorded in Volume 1147, Page 682 of said Deed Records;

THENCE SOUTH 14 degrees 27 minutes 44 seconds EAST, 45.01 feet with the east line of said 290.01 acre tract of land, and the west line of said called 202.02 acre tract of land;

THENCE Through and across the interior of said 290.01 acre tract the following (4) calls:

1. SOUTH 74 degrees 32 minutes 02 seconds WEST, 495.52 feet;
2. SOUTH 75 degrees 14 minutes 37 seconds WEST, 52.78 feet;
3. NORTH 14 degrees 49 minutes 31 seconds WEST, 45.00 feet;
4. NORTH 75 degrees 14 minutes 37 seconds EAST, 52.55 to the **POINT OF BEGINNING,** containing 0.567 acres.

VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENTS

The above-described variable width permanent waterline easement is also subject to a variable width temporary construction easement being parallel with and adjacent to said variable width permanent waterline easement, located and shown on the accompanying survey plat. Said variable width temporary construction easement contains a total acreage of 0.738 acres. The said variable width temporary construction easement shall expire as noted in the easement agreement.

NOTES:

1. Bearings are based on the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83), North Central Zone (4202). Coordinates and distances are surface values and can be converted to grid by using the scale factor of 1.00012 (0,0 base point).
2. A plat of same date accompanies this legal description.
3. This survey was performed in connection with the transaction described in GF No. 322746, of Fidelity National Title Insurance Company with an effective date of November 27, 2022, issued August 10, 2022. Use of this survey for any other purpose or by other parties shall be at their own risk and undersigned is not responsible to others for any loss resulting therefrom.

Title Commitment GF No. 322746 SCHEDULE "B" 10 ITEMS
The following items are taken verbatim per said title commitment apart from those surveyor notes noted below:

10x. Right of Way and Easement from John L. Bradley, Jr. et ux Irene Bradley to Lone Star Gas Company, of record in Volume 958, Page 110 of the Deed Records of Grayson County, Texas.

SURVEYOR NOTE: Based on the legal description contained in the record document, this item is a blanket easement and affects the surveyed property.

10y. Easements from J.L. Bradley and Irene Bradley to Service Pipe Line Company, of record in Volume 1014, Page 759 of the Deed Records of Grayson County, Texas.

SURVEYOR NOTE: Based on the legal description contained in the record document, this item is a blanket easement and affects the surveyed property.

10z. Easements from Reginald B. Smith et ux, Sherilyn Smith to Choctaw Watershed Water Improvement District, of record in Volume 1942, Page 625, 631 and 633 of the Real Property Records of Grayson County, Texas.

SURVEYOR NOTE: Based on the legal description contained in the record document, this item is a blanket easement and affects the surveyed property.

10aa. Easements from Reginald B. Smith, a guardian for his brother to Choctaw Watershed Water Improvement District, of record in Volume 1942, Page 627 and 629 of the Real Property Records of Grayson County, Texas.

SURVEYOR NOTE: Based on the legal description contained in the record document, this item is a blanket easement and affects the surveyed property.

10bb. Easements from Reginald B. Smith, a guardian for his brother Aubra E. Smith, Jr. to Choctaw Watershed Water Improvement District, of record in Volume 2107, Page 598, and 604 of the Real Property Records of Grayson County, Texas.

SURVEYOR NOTE: Based on the legal description contained in the record document, this item is a blanket easement and affects the surveyed property.

10cc. Easements from Reginald B. Smith et ux, Sherilyn Smith to Choctaw Watershed Water Improvement District, of record in Volume 2107, Page 600, 602 and 606 of the Real Property Records of Grayson County, Texas.

SURVEYOR NOTE: Based on the legal description contained in the record document, this item is a blanket easement and affects the surveyed property.

10dd. Easement from Reginald B. Smith et ux Sherilyn Smith to the City of Sherman, of record in Volume 2924, Page 899 of the Official Public Records of Grayson County, Texas.

SURVEYOR NOTE: Based on the legal description contained in the record document, this item affect the surveyed property and is shown here on.

10ff. Easement from Reginald B. Smith et ux, Sherilyn Smith to Plains Pipeline, L.P., of record in Volume 5771, Page 629 of the Official Public Records of Grayson County, Texas.

SURVEYOR NOTE: Based on the legal description contained in the record document, this item does not affect the surveyed property.

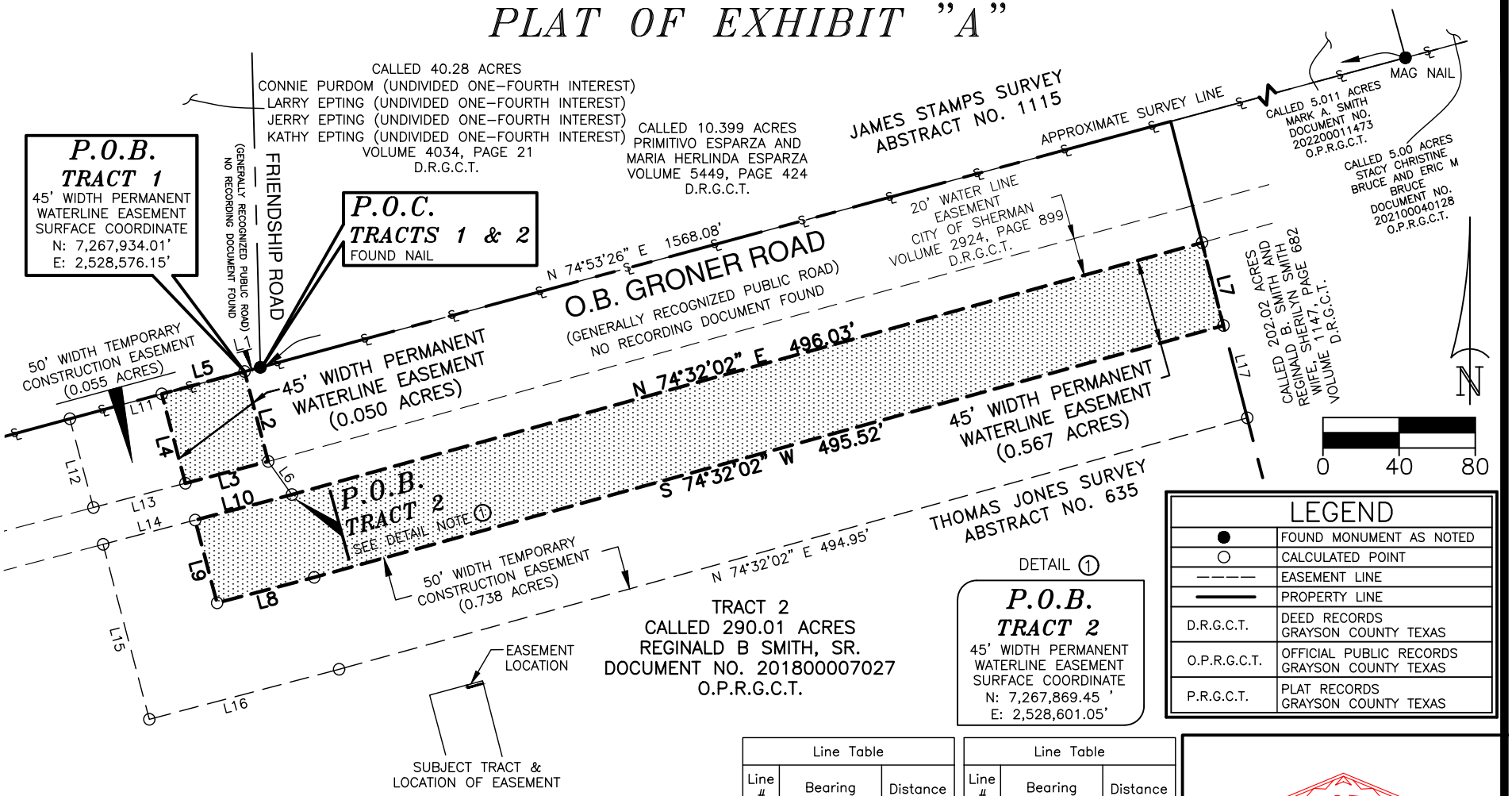
* SURVEYOR'S CERTIFICATE *

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: **Bowman Consulting Group, Ltd.**

By:_____
Surveyor's Name: Jonathan E. Cooper
Registered Professional
Land Surveyor No. 5369
Date: 2023-09-25
Texas Firm No. 10120600

PLAT OF EXHIBIT "A"



DETAIL (1)

P.O.B.
TRACT 2
45' WIDTH PERMANENT
WATERLINE EASEMENT
SURFACE COORDINATE
N: 7,267,869.45 '
E: 2,528,601.05'

EASEMENT LOCATION

SUBJECT TRACT &
LOCATION OF EASEMENT

TRACT 2
CALLED 290.01 ACRES
REGINALD B SMITH, SR.
DOCUMENT NO. 201800007027
O.P.R.G.C.T.

LEGEND	
●	FOUND MONUMENT AS NOTED
○	CALCULATED POINT
– – – –	EASEMENT LINE
———	PROPERTY LINE
D.R.G.C.T.	DEED RECORDS GRAYSON COUNTY TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS GRAYSON COUNTY TEXAS
P.R.G.C.T.	PLAT RECORDS GRAYSON COUNTY TEXAS

Line Table		
Line #	Bearing	Distance
L1	S74°53'26"W	8.62'
L2	S14°49'31"E	48.77'
L3	S75°14'37"W	45.00'
L4	N14°49'31"W	48.50'
L5	N74°53'26"E	45.00'
L6	S35°30'12"E	21.39'
L7	S14°27'44"E	45.01'
L8	S75°14'37"W	52.78'
L9	N14°49'31"W	45.00'

Line Table		
Line #	Bearing	Distance
L10	N75°14'37"E	52.55'
L11	S74°53'26"W	50.00'
L12	S14°49'31"E	48.19'
L13	N75°14'37"E	50.00'
L14	S75°14'37"W	50.00'
L15	S14°49'31"E	95.00'
L16	N75°14'37"E	103.03'
L17	N14°27'44"W	50.01'

NOTES:
(1) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), NORTH CENTRAL ZONE (4202). COORDINATES AND DISTANCES ARE SURFACE VALUES AND CAN BE CONVERTED TO GRID BY USING THE SCALE FACTOR OF 1.00012 (0,0 BASE POINT).
(2) A LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.

Bowman

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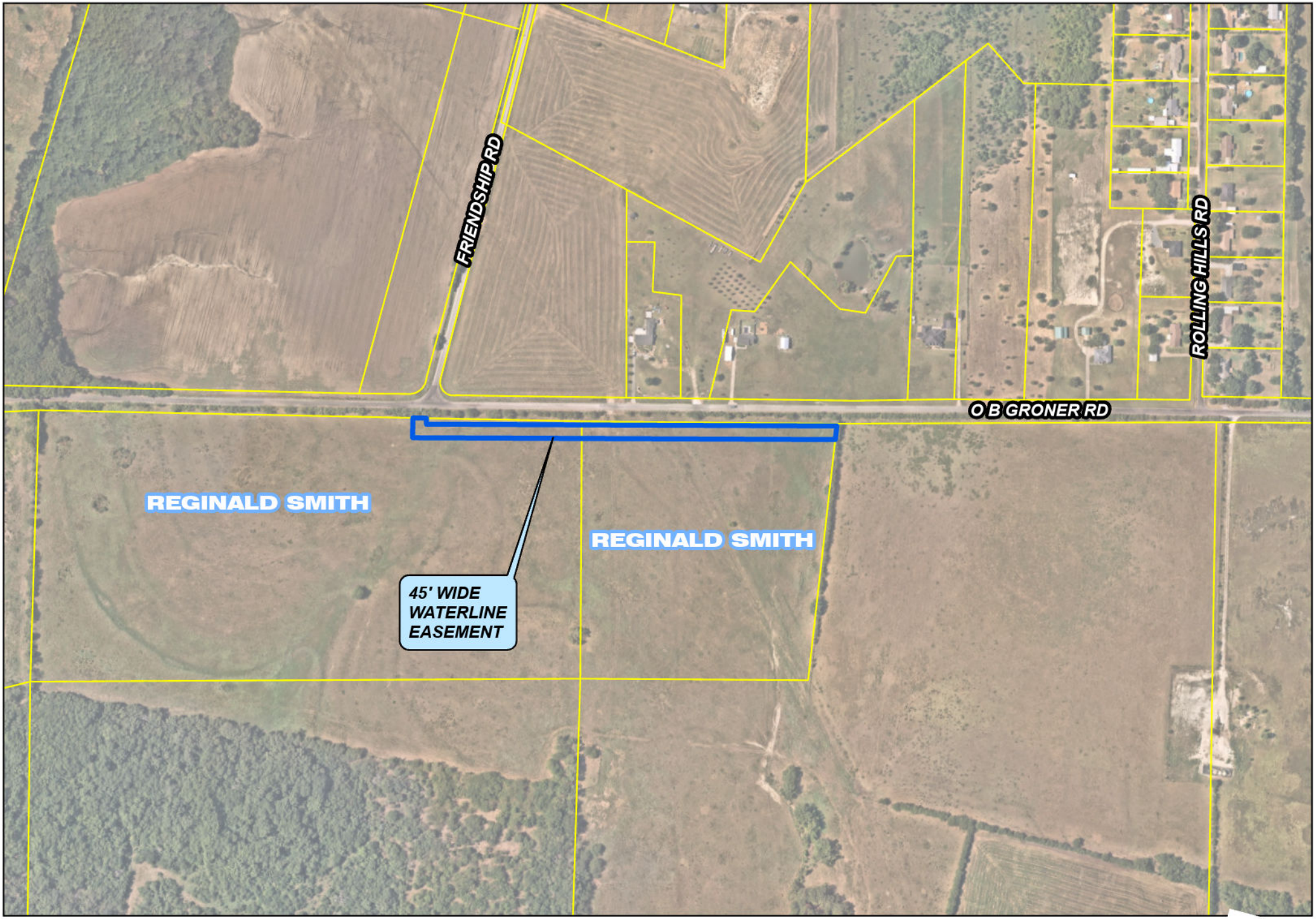
1200 West Magnolia Blvd., Suite 300
Fort Worth, TX 76104
TBPELS #10120600
Phone: (214) 484-8586
www.bowman.com

45' WIDTH PERMANENT WATERLINE EASEMENT			
SURVEY: THOMAS JONES SURVEY ABSTRACT NO. 635			
LOCATION: ETJ OF THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS			
SUBJECT TRACT ACREAGE: 290.01 ACRES (DEED)			
JOB NO. 210185	DRAWN BY: BSZ	CAD FILE: PARCEL 57 REGINALD B SMITH SR – REV2.DWG	
DATE: 2023-09-25	CHECK BY: RAH	SCALE: 1"= 80'	PAGE 5 OF 5

STATE OF TEXAS
REGISTERED
JONATHAN E. COOPER
5369
PROFESSIONAL
LAND SURVEYOR

JONATHAN E. COOPER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5369



Sherman
ENGINEERING DEPT.

Reginald Smith
(prop ID 209816 209818)

1" = 400'

NORTH

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 2.**

Meeting Date: 10/02/2023

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7173

Determining a Public Necessity to Acquire by Eminent Domain Certain Property Interests for Public Use, Including Permanent Water Easement and Temporary Construction Easements for the Construction, Expansion, Access, Repair and Maintenance of Public Water and Other Utility Improvements Consisting of Two Tracts of Land Comprising +/- 2.180 acres (Permanent Water Easement) and +/- 2.422 acres (Temporary Construction Easement), respectively, owned by Reginald B. Smith and Wife, Sherilyn Smith, Recorded in Volume 1147, Page 682 of the Deed Records of the Official Public Records of Grayson County, Texas, Within the Thomas Jones Survey, Abstract No. 635, Extraterritorial Jurisdiction of the City of Sherman, Grayson County, Texas, as Deemed Necessary by the City Manager or His Designee; Giving Notice of an Official Determination to Acquire the Permanent Water Easement and Temporary Construction Easement for Public Use by Eminent Domain for Such Uses; Authorizing the City Manager of the City of Sherman, Texas, to Establish Procedures for Acquiring the Easements, Offering to Acquire the Easements, Voluntarily, from the Landowner Through the Making of Bona Fide Offers; Appropriating Funds; Providing for Repealing, Savings and Severability Clauses; and Providing for an Effective Date

Issue:

To consider granting authority to negotiate for property rights for public use, including the construction, expansion, access, repair and maintenance of the 36" West Sherman Water Main project, and to complete condemnation proceedings.

Background:

It is the intent of the City to acquire the necessary easements for the purpose of, among other things, the construction, access, repair and maintenance of the public 36-inch West Water Extension Project. The project is over 14 miles long, along the west side of Sherman near FM 691 south to Shepherd Rd. The project includes numerous easements along the alignment shown. In order to keep the land acquisition process on schedule, staff is asking City Council to give authority to the City Manager to make Bona Fide Offers, work toward the voluntary conveyance of the necessary easements and, only if required, to move forward with the eminent domain process. We will work diligently with property owners to ensure eminent domain is only used as a last resort in acquiring any easement for this project.

City Council motion must be made as follows:

"I move that the City Council of the City of Sherman authorize the use of the power of eminent domain to acquire two tracts of land comprising +/- 2.180 acres and +/- 2.422 acres, as described in Exhibit A to the resolution, for a permanent water easement and temporary construction easement."

Origination:

City Manager's Office

Financial Consideration:

Easement acquisition costs, along with costs for appraisals, surveys, maps and photos.

Staff Recommendation:

Staff recommends approval.

Alternatives:

As may be directed by the Council.

Attachments

Resolution No. 7173

Exhibit A

Aerial Location Map

RESOLUTION NO. 7173

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DETERMINING A PUBLIC NECESSITY TO ACQUIRE BY EMINENT DOMAIN CERTAIN PROPERTY INTEREST FOR PUBLIC USE, INCLUDING PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR AND MAINTENANCE OF PUBLIC WATER AND OTHER UTILITY IMPROVEMENTS, CONSISTING OF TWO TRACTS OF LAND COMPRISING OF +/- 2.180 ACRES (PERMANENT WATER EASEMENT) AND A +/- 2.422 ACRES FOR A TEMPORARY CONSTRUCTION EASEMENT OWNED BY REGINALD B. SMITH AND WIFE SHERILYN SMITH, RECORDED IN VOLUME 1147, PAGE 682 OF THE DEED RECORDS OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE THOMAS JONES SURVEY, ABSTRACT NO. 635, EXTRATERRITORIAL JURISDICTION OF THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AS DEEMED NECESSARY BY THE CITY MANAGER OR HIS DESIGNEE; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE THE PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR PUBLIC USE BY EMINENT DOMAIN FOR SUCH USES; AUTHORIZING THE CITY MANAGER OF THE CITY OF SHERMAN, TEXAS, TO ESTABLISH PROCEDURES FOR ACQUIRING THE EASEMENTS, OFFERING TO ACQUIRE THE EASEMENTS, VOLUNTARILY, FROM THE LANDOWNER THROUGH THE MAKING OF BONA FIDE OFFERS; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") finds that there is a public necessity for the acquisition, by eminent domain, of a Permanent Water Easement and a Temporary Construction Easement, as described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (collectively, the "Easements"), as deemed necessary by the City Manager or his designee for the Project (hereinafter defined); and

WHEREAS, it is the intent of the City of Sherman, Texas ("Sherman") to acquire the necessary Easements for the purposes of, among other things, the construction, access, repair and maintenance of public wastewater, including the Northwest Southwest Transmission Pipeline Project (collectively, the "Project"); and

WHEREAS, the City Council finds that the description of the Easements to be acquired by eminent domain for the Project complies with Chapter 2206 of the Texas Government Code,

as amended ("Chapter 2206"), in that the same provides property owner(s) in and around the area reasonable notice that the owners' property may be subject to condemnation proceedings during the planning or construction of the Project; and

WHEREAS, the City Council finds that the Project is necessary for public use; and

WHEREAS, it is necessary to establish procedures for determining the establishment and approval of just compensation for the Easements to be acquired by eminent domain for the Project; and

WHEREAS, the City Manager, or his designee ("City Manager"), is authorized to make a bona fide offer, as defined by and in compliance with Section 21.0113 of the Texas Property Code ("Bona Fide Offer"), to acquire the Easements for public use, voluntarily, from the subject landowner prior to moving forward with acquisition by eminent domain; and

WHEREAS, the City Council has investigated and determined that the passage of this Resolution complies with Chapter 2206 and other applicable laws.

NOW THEREFORE, BE IT RESOLVED 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 Resolution as if fully set forth herein.

SECTION 2: Acquisition of Easements. The City Council hereby determines that there is a public necessity for, and the public welfare and convenience will be served by, the acquisition, by eminent domain, of the Easements, and it is Sherman's intent to acquire the Easements for public use as described and depicted herein, specifically for the purpose of, among other things, the construction, access, repair and maintenance of public wastewater improvements necessary for the Project.

SECTION 3: Authority of City Manager/Bona Fide Offer. The City Manager is hereby authorized to contract, on behalf of the City Council, with professional appraisers for appraisal services and with attorneys for preparation of title opinion(s) needed by Sherman from time to time in connection with the acquisition of the Easements. The City Council hereby ratifies any contracts entered into, prior to the effective date of this Resolution, by the City Manager with professional appraisers for appraisal services and with attorneys for preparation of title opinion(s) needed for the acquisition of the Easements. The City Manager shall first make a Bona Fide Offer to acquire the Easements from the subject landowner, voluntarily. Should the landowner fail to provide the Easements, voluntarily, through said Bona Fide Offer, the City Manager is authorized to move forward with acquiring the Easements by eminent domain.

SECTION 4: Determination of Just Compensation. The City Manager is hereby authorized and directed to examine and rely on independent appraisal reports and other information to make a determination as to the establishment and approval of a fair market value offer and the just compensation for the Easements for the purpose of making the Bona Fide Offer. After such

consideration, the City Manager shall establish and approve the amount determined to be just compensation for acquisition of said Easements and shall have the authority to execute any and all documents necessary to complete the acquisition of same.

SECTION 5: Authority to Make an Offer. Upon establishment and approval by the City Manager of the amount of just compensation for the acquisition of the Easements, the City Manager is authorized to send a written Bona Fide Offer to the landowner of said Easement Property at the full amount determined and established to be just compensation therefore, and to negotiate with said landowner(s) on behalf of Sherman to acquire the Easements voluntarily.

SECTION 6: Authority to Execute Documents. The City Manager is hereby authorized to execute all documents necessary to acquire the Easements needed for the Project, on behalf of Sherman, whether by purchase or eminent domain. The City Council hereby ratifies any documents executed, prior to the effective date of this Resolution, by the City Manager which were necessary for the acquisition of the Easements for the Project.

SECTION 7: Disposal of Improvements. The City Manager is hereby authorized to remove improvements, if any, located on the Easement Property acquired in connection with this Project, should they interfere with the intended use and enjoyment of said Easements.

SECTION 8: Eminent Domain Authorized. Should the City Manager be unable to acquire the Easements, voluntarily, from the landowner(s), through the making of the Bona Fide Offer, the City Manager is authorized to instruct the law firm of Abernathy, Roeder, Boyd & Hullett, P.C., to commence eminent domain proceedings for the acquisition of the Easements for the Project.

SECTION 9: Source of Funds. The amount to be paid, if any, for acquiring the Easements for the Project will be appropriated from any lawful source.

SECTION 10: Savings/Repealing. All provisions of any resolution in conflict with this Resolution are hereby repealed to the extent they are in conflict. Any remaining portion of conflicting resolutions shall remain in full force and effect.

SECTION 11: Severability. Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City Council hereby declares that it would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 12: Public Notice. The City Council finds that the meeting at which this Resolution 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 13: Effective Date. This Resolution shall take effect immediately from and after its passage.

INTRODUCED on this the 2nd day of October 2023.

ADOPTED on this the 2nd day of October 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT "A-1"

OWNER: REGINALD B. SMITH AND WIFE, SHERILYN SMITH
45' WIDTH PERMANENT WATERLINE EASEMENT
THOMAS JONES SURVEY ABSTRACT NO. 635
CITY OF SHERMAN & ITS ETJ, GRAYSON COUNTY, TEXAS

Being a 2.180 acre tract of land situated within the Thomas Jones Survey, Abstract Number 635, City of Sherman and its Extraterritorial Jurisdiction, Grayson County, Texas, being a portion of a called 202.02 acre tract of land as described in the Warranty Deed with Vendors Lien to Reginald B. Smith and wife, Sherilyn Smith recorded in Volume 1147, Page 682 of the Deed Records of Grayson County, Texas. Said 2.180 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at the northeast corner of said called 202.02 tract of land, being the northwest corner of a called 587.056 acre tract of land as described in the Special Warranty Deed with Vendors Lien to Sherman Ventures LLC recorded under Document No. 2019-29426 of the Official Public Records of Grayson County, Texas, and being in the south line of a 40-foot wide right of way dedication recorded in Volume 6, Page 12 of the Plat Records of Grayson County Texas, and being in O.B. Groner Road, a generally recognized public road, from which a Mag Nail found at the southeast corner of a called 6.00 acre tract of land as described in the General Warranty Deed to Timothy Appleby and spouse, Elizabeth Appleby recorded in Volume 5455, Page 22 of said Deed Records bears SOUTH 74 degrees 53 minutes 26 seconds WEST, 281.83 feet;

THENCE SOUTH 14 degrees 23 minutes 36 seconds EAST, 53.00 feet with the east line of said called 202.02 acre tract of land and the west line of said called 587.056 acre tract of land to the **POINT OF BEGINNING** and having a surface coordinate of N=7,268,564.25 feet, E=2,531,113.71 feet;

THENCE SOUTH 14 degrees 23 minutes 36 seconds EAST, 45.01 feet with the east line of said called 202.02 acre tract of land and the west line of said called 587.056 acre tract of land;

THENCE SOUTH 74 degrees 32 minutes 42 seconds WEST, 2,110.86 feet through the interior of said called 202.02 acre tract of land being parallel with its north line to the west line of said called 202.02 acre tract of land, being the east line of a called 290.01 acre tract of land as described in the General Warranty Deed to Reginald B. Smith Sr. recorded under Document No. 201800007027 of said Official Public Records;

THENCE NORTH 14 degrees 27 minutes 44 seconds WEST, 45.01 feet with the west line of said called 202.02 acre tract of land and the east line of said called 290.01 acre tract of land;

THENCE NORTH 74 degrees 32 minutes 42 seconds EAST, 2,110.92 feet through the interior of said called 202.02 acre tract of land being parallel with its north line to the **POINT OF BEGINNING**, containing 2.180 acre.

TEMPORARY CONSTRUCTION EASEMENT

The above-described permanent waterline easement is also subject to a temporary construction easement as shown on the accompanying survey plat. Said temporary construction easement shall expire as noted in the easement agreement.

NOTES:

1. Bearings are based on the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83), North Central Zone (4202). Coordinates and distances are surface values and can be converted to grid by using the scale factor of 1.00012 (0,0 base point).

2. A plat of same date accompanies this legal description.

3. This survey was performed with the benefit of a title report. There may be easements and/or covenants affecting this property not shown hereon.

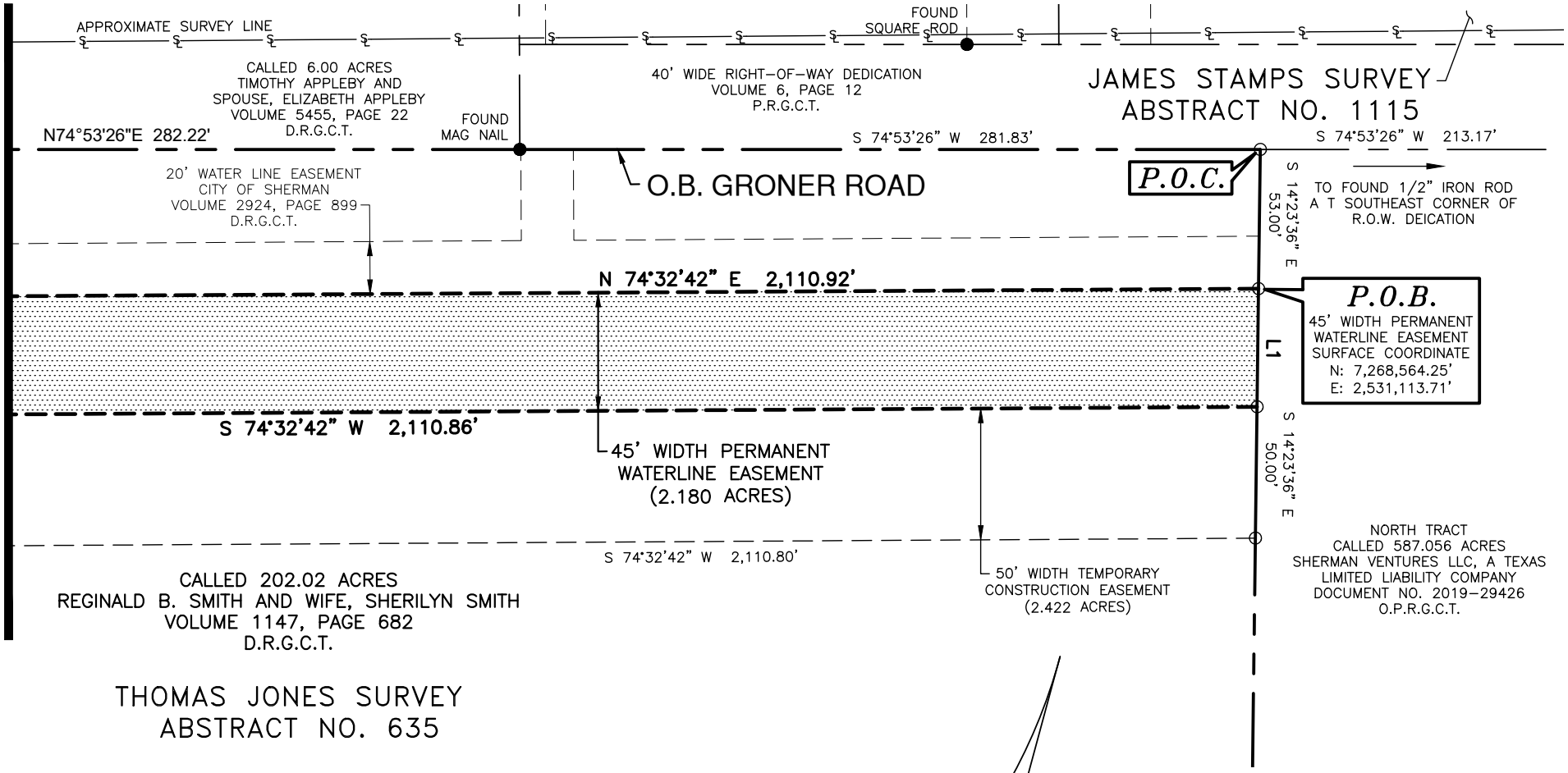
* SURVEYOR'S CERTIFICATE *

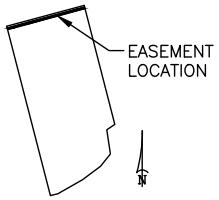
TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: **Bowman Consulting Group, Ltd.**

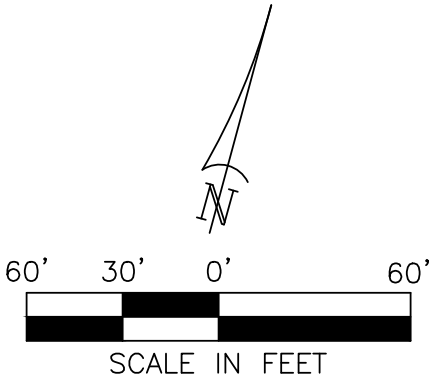
By:_____
Surveyor's Name: Robert A. Hansen
LSLS & Registered Professional
Land Surveyor No. 6439
Date: 2023-04-24
Texas Firm No. 10120600

PLAT OF EXHIBIT "A-1"





SUBJECT TRACT &
LOCATION OF EASEMENT



SCALE IN FEET

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 14°23'36" E	45.01'

LEGEND	
●	FOUND MONUMENT AS NOTED
○	CALCULATED POINT
————	EASEMENT LINE
▬▬▬	PROPERTY LINE
D.R.G.C.T.	DEED RECORDS GRAYSON COUNTY TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS GRAYSON COUNTY TEXAS
P.R.G.C.T.	PLAT RECORDS GRAYSON COUNTY TEXAS

NOTES:
(1) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), NORTH CENTRAL ZONE (4202). COORDINATES AND DISTANCES ARE SURFACE VALUES AND CAN BE CONVERTED TO GRID BY USING THE SCALE FACTOR OF 1.00012 (0,0 BASE POINT).

(2) A LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.

Bowman

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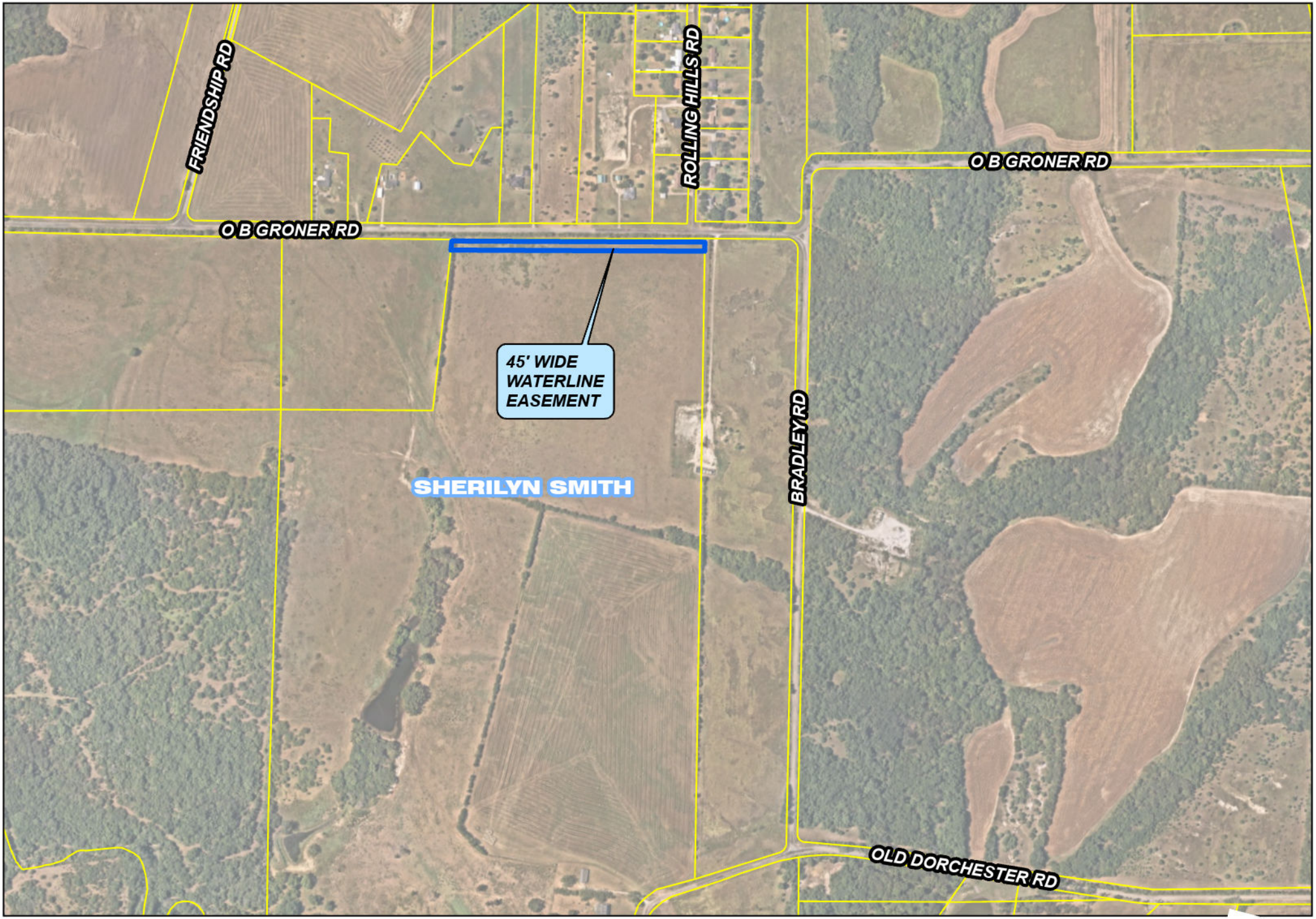
1200 West Magnolia Blvd., Suite 300
Fort Worth, TX 76104
TBPELS #10120600
Phone: (214) 484-8586
www.bowman.com

45' WIDTH PERMANENT WATERLINE EASEMENT			
SURVEY: THOMAS JONES SURVEY ABSTRACT NO. 635			
LOCATION: CITY OF SHERMAN, GRAYSON COUNTY, TEXAS			
SUBJECT TRACT ACREAGE: 202.02 ACRES (DEEDS)			
JOB NO. 210185	DRAWN BY: OIS	CAD FILE: PARCEL 59 SMITH	
DATE: 2023-04-24	CHECK BY: RAH	SCALE: 1"= 60'	PAGE 3 OF 6



Sherman
ENGINEERING DEPT.

Sherilyn Smith
(prop ID 124909)

1" = 600'

NORTH

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 3.**

Meeting Date: 10/02/2023

Prepared By: Zachary Flores, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7174***

Awarding a Bid to and Authorizing Execution of a Contract with Entrust One Facility Services, Inc. for Janitorial Services in Certain City-Owned Facilities

Issue:

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

Background:

A request to advertise for public bids was approved by the City Council at its meeting on July 17, 2023. The Request for Proposals (RFP) was publicly advertised; and eleven (11) vendors submitted bids on September 5, 2023. Of the eleven responses, three were rejected as non-responsive, resulting in eight (8) responses evaluated. Entrust One Facility Services, Inc. of Dallas, Texas, received the highest valuation based on specific criteria detailed in the Request for Proposals. The submitted bid by Entrust One Facility Services, Inc. was for an annual total of $194,987.14

Origination:

Building Maintenance

Financial Consideration:

Available funds were approved in the fiscal year (FY) 2024 departmental budgets for janitorial services.

Staff Recommendation:

Staff recommends that the City Council award the contract for janitorial services to Entrust One Facility Services, Inc. for one (1) 12-month period, with optional annual renewals for four (4) one-year periods.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 7174
Exhibit A_Bid Request
Addendum #1
Exhibit B_Bid Submittal
Exhibits C through E
Master Agreement_signed
Bid Evaluation

RESOLUTION NO. 7174

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH ENTRUST ONE FACILITY SERVICES, INC FOR JANITORIAL SERVICES IN CERTAIN CITY-OWNED FACILITIES ; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Entrust One Facility Services, Inc. is hereby awarded the City of Sherman's contract for janitorial services in certain City-owned facilities, in accordance with all bid documentation attached hereto and incorporated herein for all purpose.

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 2nd day of October 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

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

Request for Proposals

for

JANITORIAL CLEANING SERVICES

RFP No. 2023-21

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PROPOSAL OF BIDDERS

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

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

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

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

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

Annual Requirements for Janitorial Cleaning Services
No# 2023-21

Respectfully Submitted,

SIGNATURE

DATE

PRINTED NAME TITLE

COMPANY NAME CONTACT PERSON (Must have knowledge of Bid)

BILLING ADDRESS STREET CITY STATE ZIP

MAILING ADDRESS STREET CITY STATE ZIP

PHONE NUMBER FAX NUMBER E-MAIL ADDRESS

NOTICE TO BIDDERS

Sealed proposals will be received by the city of Sherman, Sherman, Texas, to the attention of Craig Long, Finance Department, 405 N. Rusk Street, Sherman, Texas 75090, until the hour of 2:00 PM on the 5th day of September, 2023, at which time proposals duly delivered and submitted will be considered for supplying the following:

REQUEST FOR PROPOSAL FOR ANNUAL REQUIREMENTS FOR JANITORIAL CLEANING SERVICES

No # 2023-21

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

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

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

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

Publication Dates: **Wednesday, August 16, 2023 &**
Sunday, August 20, 2023

Bid Open Date: **Tuesday, September 5, 2023 @ 2:00 PM**

GENERAL CONDITIONS

ADDENDA

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

ANNUAL CONTRACT FUNDING

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

ASSIGNMENT OF BID/CONTRACT

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

BID CONSIDERATION / TABULATION

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

BID SUBMISSION

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

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

BRAND NAMES

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

CHANGES OR ALTERATIONS

No part of this bid may be changed/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 to this bid will result in disqualification.***

COMPLETING INFORMATION

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

CONTRACT CLAUSE

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

DEFAULT

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

DELIVERY

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

DELIVERY DATE

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

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

INDEMNIFICATION

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

vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers the vendor shall indemnify and

save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

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

MISCELLANEOUS

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

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

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

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

PAYMENT TERMS & CONDITIONS

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

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

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

PROVISIONAL CLAUSES

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

REJECTION OF BIDS

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

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

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

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

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

REQUEST FOR NON-CONSIDERATION

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

SALES TAX

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

PROPOSAL DEFINITIONS:

"City" is the City of Sherman, Texas.
"Bidder" is an individual or business submitting a bid or proposal to the City of Sherman.
"Independent contractor" or "contractor" is one who contracts to perform work or furnish materials in accordance with a contract.

I. PROPOSAL TERMS

A. The City of Sherman reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider. The City does not intend to award a contract fully on the basis of any response made to the proposal: the City reserves the right to consider proposals for modifications at any time before a contract would be awarded; and negotiations would be undertaken with the independent contractor whose proposal is deemed to best meet the City's specifications and needs.
B. Proposals must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
C. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. The deadline for submission of proposals may be adjusted to allow for revisions. To be considered, the entire proposal document, with any amendments, should be returned by the specified date, time and method identified on page 2 of this document.
D. Proposals should be prepared simply and economically providing a straightforward, concise description of the independent contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.
E. The price quotations from the contractor stated in this proposal will not be subject to any price increase from the closing date of this RFP to the mutually agreed to date of contract.
F. The City of Sherman reserves the right to increase or decrease the amount of janitorial services based upon annual budget constraints with fifteen (15) days' notice.

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

[REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

II. PROPOSAL SPECIFICATIONS

Please provide the following information:

Independent contractor's qualifications

Years in business

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

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

1)

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

1)

2)

3)

Please include additional pages as needed.

III. EVALUATION CRITERIA

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

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

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

IV. PRE-BID CONFERENCE

A **NON-MANDATORY** Pre-bid Conference will be held at 10 AM, August 24, 2023, in the City Council Chambers, located at City Hall, 220 W. Mulberry Street, Sherman, Texas 75090. The pre-bid conference will involve discussion and questions pertaining to general bid information, bid specifications, and the scope of the bid only. **ALL site visit requests must be scheduled at a separate time. To schedule a site visit, all interested parties must contact Albert Garza at 903-892-7234.**

V. STANDARD PROVISIONS FOR CONTRACTS

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

GENERAL TERMS - INDEPENDENT CONTRACTOR RESPONSIBILITIES

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

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

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

INDEMNIFICATION AGREEMENT

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

INSURANCE REQUIREMENTS

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

Certificates of insurance shall be addressed to:

Linda Ashby
Sherman City Clerk
PO Box 1106
Sherman, Texas 75091-1106
RE: Janitorial Services Contract

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

COMPLIANCE WITH LAWS AND REGULATIONS

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

INTEREST OF INDEPENDENT CONTRACTOR AND CITY OF SHERMAN

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

CONTINGENT FEES

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

EQUAL EMPLOYMENT OPPORTUNITY

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

status, religion or political belief.

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

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

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

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

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

CHANGES IN SCOPE OR SCHEDULE OF SERVICES
Changes mutually agreed upon by the City and the independent contractor will be incorporated into this contract by written amendments signed by both parties.

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

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

VI. TERMS AND SPECIAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

City's designated representative.

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

The contractor shall submit monthly invoices by the 12th day of each month for the prior month's work to:
City of Sherman
Attn: Albert Garza
PO Box 1106
Sherman, TX 75091-1106

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

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VII. CLEANING SPECIFICATIONS FOR COMMON AND PUBLIC AREAS

Daily Tasks (all facilities):

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

Weekly Tasks (all facilities):

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

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

Monthly Tasks (all facilities):

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

Twice-Yearly Tasks (all facilities):

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

Yearly Tasks (all facilities):

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

VIII. FACILITIES LISTING

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

CITY HALL

220 W Mulberry
Operating Hours: Monday & Tuesday – 8 am to 7 pm (during certain weeks); Wednesday thru Friday – 8 am to 5 pm
Service Frequency: 5 days per week (Monday thru Friday)
Square Feet: 9,534 (Carpeted: 6,894/Non-carpeted: 2,640)

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

Additional Janitorial Tasks:

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

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

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

LIBRARY

421 N Travis
Operating Hours: Monday & Wednesday - 9 am to 6 pm; Tuesday & Thursday - 9 am to 8 pm; Friday – 10 am to 6 pm; Saturday 11 am to 5 pm
Service Frequency: 6 days per week (Monday thru Saturday)
Square Feet: 11,607 (Carpeted: 10,206/Non-carpeted: 1,401)

Additional Janitorial Tasks:

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

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

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

PARKS & RECREATION ACTIVITY CENTER

1003 N East
Operating Hours: Monday thru Friday – 8 am to 9 pm; Saturday - 8 am to 3 pm
Service Frequency: 5 days per week (Monday thru Friday)
Square Feet: 3,768 (Carpeted: 3,156/Non-carpeted: 612)

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

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

GLENNIE O HAM CENTER (PARKS & RECREATION ADMINISTRATIVE OFFICES)

1002 N Music
Operating Hours: Monday thru Friday – 8 am to 9 pm; Saturday - 8 am to 3 pm **Service Frequency:** 5 days per week (Monday thru Friday)
Square Feet: 3,150 (Carpeted: 359/Non-carpeted: 2,791)

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

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

SENIOR CITIZEN CENTER

1500 N Broughton
Operating Hours: Monday, Wednesday & Friday - 8 am to 5 pm; Tuesday & Thursday – 8 am to 8 pm; occasional weekend events (10 -15 events annually; City staff will provide a minimum of one (1) weeks' notice)
Service Frequency: 5 days per week (Monday thru Friday)
Square Feet: 7,546 (Carpeted: 4,956/Non-carpeted: 2,590)

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

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

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

UTILITIES LAB

288 Post Oak Rd
Operating Hours: Monday thru Friday - 8 am to 5 pm; Saturday – 8 am to 2 pm; Sunday – 8am to 11 am
Service Frequency: 5 days per week (Monday thru Friday)
Square Feet: 3,851 (Carpeted: 1,655/Non-carpeted: 2,196)

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

Additional Tasks:

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

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

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

MUNICIPAL AIRPORT

1200 S Dewey
Operating Hours: Monday thru Sunday – 9 am to 5 pm
Service Frequency: 3 days per week (Monday, Wednesday, Friday
Square Feet: 1,270 (Carpeted: 1,028/Non-carpeted: 242)

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

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

UNASSIGNED FACILITY (Former Police Department Facility)

317 S Travis
Operating Hours: Monday thru Friday – 8 am to 5 pm
Service Frequency: 2 days per week
Square Feet: 9,153 (Carpeted: 5,380/Non-carpeted: 3,501/Non-carpeted steps: 68 (1'x1'x4'))

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

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

MUNICIPAL BUILDING

405 N Rusk
Operating Hours: Monday thru Friday – 8 am to 5 pm
Service Frequency: 5 days per week
Square Feet: See breakdown in Additional Tasks section below:

Additional Cleaning Tasks:

- Daily – Office space sq. ft.: 6,123
- Daily – Halls & stair landings sq. ft.: 2,976
- Daily – All three flights of stairways on North and South

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

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

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

TAYLOR STREET GYM

1121 W Taylor
Operating Hours: Monday thru Friday – 3:30 pm to 5 pm; additionally: Tues., Thurs. & Fri. 9 am to 12 pm
Service Frequency: 2 days per week (must be after 9pm closing)
Square Feet: 8,150 (Carpet: 150/Non-carpeted: 600/Gym floor: 7,400

Additional Tasks:

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

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

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

WATER MAINTENANCE SHOP

805 S East
Operating Hours: Monday thru Friday – 8 am to 5 pm
Service Frequency: 2 days per week
Square Feet: 1,147 (Carpeted: 170/Non-carpeted: 977)

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

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

WEST HILL CEMETERY OFFICE

1304 W LAMAR
Operating Hours: Monday thru Friday – 8 am to 5 pm
Service Frequency: 2 days per week
Square Feet: 1,330 (all Non-carpeted)

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

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

EQUIPMENT SERVICES BUILDING

100 S RUSK
Operating Hours: Monday thru Friday – 8 am to 5 pm
Service Frequency: 5 days per week (Must be done during working hours)
Square Feet: 2,958 (Carpeted: 1,488/Non-carpeted: 1,470)

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

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

_____

VEHICLE SERVICE CENTER RESTROOMS

815 SE E Street
Operating Hours: Monday – Friday 8am-5pm
Service Frequency: 1 day a week on Wednesday
Square Feet: 270 non carpeted

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

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

_____

SOLID WASTE RECYCLING

811 South East Street
Operation Hours: Monday – Friday 8am – 5pm
Service Frequency: 2 days per week on Tuesday & Thursday
Square Footage: 2500 non carpeted

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

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

_____

STREET DEPARTMENT

800 East Street
Operation Hours: Monday – Friday 8am-5pm
Service Frequency: 2 days per week, Tuesday & Thursday
Square Footage: 2000 non carpeted

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

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

_____

INFLOW & INFILTRATION

803 S East Street
Operation Hours: Monday – Friday 8am- 5pm
Service Frequency: 1 day per week on Wednesday
Square Footage: 206 non carpeted

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

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

_____

IX. AUTHORIZED SIGNATURE

Signature and Date	**Company Name**
Print Name	**Company Address**
Title	**City, State and Zip Code**
Telephone Number	**Fax Number**
Federal Tax ID Number	**Email Address**

The above individual must be authorized to sign on behalf of the company submitting the proposal. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of ninety (90) days.

Exhibit B
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

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

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

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

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

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

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

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

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

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

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

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

___ 11. Other Insurance Requirements (State Below):

Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:_____.

_____ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ___ day of _____, 202_.

_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 202_.

_____
Notary Public in and for the State of _____
My commission expires: _____

EXHIBIT E

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

TEXAS ETHICS FORM 1295 & VERIFICATION FORM 2270

NOTE: TEC Form 1295 will not be required for all submitting contractors, but, will be required from the recommended contractor prior to award. Verification Form 2270 is required with all proposal submittals. See next page for forms.

INSTRUCTIONS for
State Law Mandated Certificate of Interested Parties Form (Form 1295)

1. Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Sherman City Council must be accompanied by an original signature unsworn declaration, Certificate of Interested Parties, Form 1295.

2. Form 1295 must be completed in accordance with the TEC Rules: (https://www.ethics.state.tx.us/legal/ch46.html) and Section 2252.908 of the Texas Government Code, as amended: (http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB01295F.htm).

3. For questions or issues regarding the TEC rules and state law provisions and how Form 1295 should be completed, please consult with your own legal counsel.

4. In order to fill out and submit Form 1295, you will need to log in as directed on the TEC website: https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

   Tutorials for creating an account and for creating and submitting Form 1295 may also be found on this web page.

5. Please provide the bolded information exactly as it appears below when creating your certificate:

   Who is the contract with? Click the button for **Other**

   Governmental Entity

   Agency/Entity Name: **City of Sherman**

   Contract ID Number: **2023-21**

   Description of Goods and Services to be provided: **Request for Proposals for Janitorial Cleaning Services**

6. All other fields as required or as applicable to the individual vendor must be completed as explained in the tutorial video.

7. Vendors must provide a signed, original signature copy of this form along with four signed, notarized, original signature copies of the contract no later than 14 days after Notice of Recommendation for Award is received. All documents shall be signed by an Officer, Director or other Authorized Agent of the company. If the individual signing as Authorized Agent is not an officer or director of the company, appropriate documentation must be included with these documents to confirm that the individual has the authority to bind the company contractually.

rev. 1/26/2018

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,

2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name & Title: _____

Firm Name: _____

Date Signed: _____

NOTARIZATION

THE STATE OF _____)
)
COUNTY OF _____)

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

SWORN TO AND SUBSCRIBED before me on the_____day of _____, 202__.

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF _____

The following definitions apply to Texas Government Code Section 2270.001:

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

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

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

AGREEMENT FOR JANITORIAL SERVICES

The **City of Sherman, Texas**, a home-rule municipality ("City"), and _____, a _____ limited liability company ("Contractor"), hereby enter into this agreement for janitorial services ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City desires to engage Contractor to perform janitorial services under the terms and conditions of this Agreement.

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

1. Scope of Services.
   Contractor shall provide the services and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.
   The initial term of the Agreement shall be for a period of one (1) year, commencing on the Effective Date (hereinafter defined) of this Agreement. City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
   In exchange for Contractor's performance of the Services in accordance with the Agreement Documents, City agrees to pay Contractor in accordance with the Quote (Exhibit A). To the extent the terms of the Agreement Documents conflict with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, as amended ("Chapter 2251") or Subchapter I of Chapter 271 of the Texas Local Government Code, as amended ("Chapter 271"), the terms of Chapter 2251, Chapter 271 and the Agreement Documents shall control in that order.

   City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

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

4. Agreement Documents.

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

A. This Agreement;

B. The Bid Request, attached hereto as Exhibit A;

C. The Submittal, attached hereto as Exhibit B;

D. City's Insurance Requirements, attached hereto as Exhibit C;

E. Affidavit of No Prohibited Interest, attached hereto as Exhibit D; and

F. Conflict of Interest Questionnaire, attached hereto as Exhibit E.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

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

6. Required Insurance.

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

7. No Prohibited Interest; Vendor Disclosure.

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

8. Indemnity.

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

LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

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

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

9. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. City assumes no such responsibility or liability. City shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

10. Compliance with Laws; Standard of Care.

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

11. Termination.

City is entitled to terminate this Agreement at any time for any reason or for no reason by

giving Contractor at least thirty (30) days' prior written notice of the termination date.

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

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

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

12. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

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

14. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

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

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

18. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

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

20. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

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

22. Indemnity.
The parties agree that the indemnity provision set forth in Section 8 herein is conspicuous and the parties have read and understood the same.

23. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and

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

If to Contractor, to: _____
Attn:_____
Address:_____
_____
Telephone:_____
Facsimile:_____
Email:_____

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

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

24. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and

consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

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

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

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

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

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

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

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

ATTEST:

_____
Linda Ashby, City Secretary

APPROVED AS TO FORM AND CONTENT:

_____
Ryan D. Pittman, City Attorney

_____
a Texas corporation

By: _____
Printed Name: _____
Title: _____
Date: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **_____,** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the _____ (title) and duly authorized representative for _____, a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202_.

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

Addendum #1

Request for Proposals – Janitorial Cleaning Services -- Bid No. 2023-21

Below are location additions to the scope of this bid:

FACILITY SERVICES SHOP

1003 N. Wharton
Operating Hours: Monday thru Friday – 8am-5pm
Service Frequency: 2 days per week - Tuesdays & Thursdays
Square Feet: Front Bathroom: 8x8 w/ tile flooring; Rear Bathroom: 5x5 w/ painted wood floors; Breakroom: 22x22 w/ laminate wood look floors & wood countertops

Additional Tasks:

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

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

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

MUNICIPAL BUILDING – KIDD KEY AUDITORIUM LOBBY AREAS

405 N. Rusk
Operating Hours: Monday thru Friday – 8am-5pm
Service Frequency: 2 days per week - Tuesdays & Thursdays
Square Feet: Lobby: 3,819 terrazzo flooring, Restrooms: 1,824 ceramic tile flooring

(1st Floor Lobby, 3rd Floor Lobby, Woodroom, and Two Restrooms)

Additional Tasks: Basement hallway and all three flights of stairwell, north & south sides.

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

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

Date/Time: **Tuesday, September 5, 2023 @2PM**

Sherman
CLASSIC TOWN. BROAD HORIZON.

JANITORIAL CLEANING SERVICES
RFP # 2023-21

Submitted To:

Craig Long
Finance Department
CITY OF SHERMAN
405 N. Rusk Street
Sherman, Texas 75091
Phone: (903) 892-7215
Email: craigl@ci.sherman.tx.us

Submitted By:

Lupe Fernandez
Vice President of Business Development
ENTRUST ONE FACILITY SERVICES INC.
2727 LBJ Freeway, Suite 402
Dallas, Texas 75234
Phone: (972) 669-8485
Email: lfernandez@entrust1.com

NOTICE:

THIS PROPOSAL INCLUDES DATA THAT SHALL NOT BE DISCLOSED OUTSIDE THE CITY OF SHERMAN AND SHALL NOT BE DUPLICATED, USED, OR DISCLOSED - IN WHOLE OR IN PART -FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL OR QUOTATION. IF, HOWEVER, A CONTRACT IS AWARDED TO THIS OFFEROR OR QUOTER AS A RESULT OF - OR IN CONNECTION WITH - THE SUBMISSION OF THIS DATA THE CITY OF SHERMAN SHALL HAVE THE RIGHT TO DUPLICATE, USE, OR DISCLOSE THE DATA TO THE EXTENT PROVIDED IN THE RESULTING CONTRACT. THIS RESTRICTION DOES NOT LIMIT THE CITY OF SHERMAN'S RIGHT TO USE INFORMATION CONTAINED IN THIS DATA IF IT IS OBTAINED FROM ANOTHER SOURCE WITHOUT RESTRICTION. THE DATA SUBJECT TO THIS RESTRICTION ARE CONTAINED IN ALL SHEETS MARKED WITH THE FOLLOWING LEGEND:

USE OF THE DATA ON THIS SHEET IS SUBJECT TO THE RESTRICTIONS ON THE TITLE PAGE OF THIS DOCUMENT

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CITY OF SHERMAN – RFP# 2023-21

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USE OF THE DATA ON THIS SHEET IS SUBJECT TO THE RESTRICTIONS ON THE TITLE PAGE OF THIS DOCUMENT

INTRODUCTION LETTER

August 30, 2023

Craig Long
Finance Department
CITY OF SHERMAN
405 N. Rusk Street
Sherman, Texas 75091
craigl@ci.sherman.tx.us

Re: **JANITORIAL SERVICES RFP No. 2023-21**

Dear Mr. Long:

We sincerely appreciate the opportunity to provide the City of Sherman with the enclosed proposal for janitorial services. It is Entrust One's goal to create a true partnership with our client's goals and objectives. To create a well maintained clean and inviting environments for their staff and visitors.

Entrust One is committed to continuing to provide the highest level of service to the City of Sherman in this proposal. Our team currently providing the custodial services at the City of Sherman consist of structured, motivated and highly qualified personnel who will continue to provide consistent, professional and a high level of customer-oriented services. Our philosophy calls for setting mutual objectives and providing effective communications to get the job done with consistency and accountability. We feel this is best accomplished by forming a strategic partnership.

Thank you again. We sincerely appreciate the opportunity to have the City of Sherman as a valued customer and look forward to a continued beneficial relationship in the next contract period. Should you have any questions please do not hesitate to contact me.

Sincerely,

ENTRUST ONE FACILITY SERVICES INC.

Lupe Fernandez
Vice President of Business Development

CORPORATE INFORMATION

Company Status:	C Corporation
State of Incorporation:	TEXAS
Year of Incorporation:	1983 (41 Years)
Number of Employees:	644 plus
MBE:	NCTRCA Certicification Texas HUB Certification
Website:	www.entrust1.com

COMPANY AFFILIATIONS

Building Owners and Manager Association (BOMA)
Dallas Fort Worth Hospital Council (DFWHC)
International Facilities Management Association (IFMA)
Building Service Contractors Association (BSCAI)
The US Green Building Council (USGBC)
The Worldwide Cleaning Industry Association (ISSA)

Entrust One is committed to staying at the forefront of trends and issues in the building services industry. As part of our commitment, we participate in several national and international programs that set the standards for excellence in services.

LOCATIONS

Dallas/Fort Worth – Headquarters
2727 LBJ Freeway, Suite 402
Dallas, TX 75234

Houston
One Riverside, Suite 1700
Houston, Texas 77056

Austin
7600 Chevy Chase Dr., Suite 300
Austin, Texas 78752

San Antonio
401 East Sonterra Blvd. Suite 375
San Antonio, Texas 78258

Tulsa
1831 E. 71st
Tulsa, OK 74136

Denver
1600 Broadway, Suite 1600
Denver, CO 80202

INDUSTRIES SERVED

We are proud to serve the following facilities and industries:

Single Tenant	Governmental
Multi-Tenant	Medical
Event Centers	Retail / Shopping Malls
Educational	Industrial
Transit	Restaurant

OUR SERVICES

Entrust One provides the following through our program options:

Nightly Janitorial Services
Day Cleaning Services
Floor Refinishing (tile, marble, terrazzo, concrete)
Carpet Cleaning
Concrete Coating, Refinishing and Sealing
Emergency cleanup (available 24/7)
Maintenance Services
Event Services (Set-up and post services)
Power Washing of Entry Ways and Walkways
Power Washing of Dumpster, Trash Collection Areas
Power Washing of Multi-Level Parking Garage (including drains)
Parking Lot Sweeping
Canopy Cleaning
Perimeter Window Washing (Single or Multi-Floors)
Wall Repair / Painting
Post Construction Cleaning
Construction Rough Cleaning
Commercial Kitchen Cleaning (including Vent-hoods)
Commercial Kitchen Degreasing
Kitchen/Restroom Grout Cleaning
Electrostatic Sanitizing
Fogging Services (Sanitizing)
Bio-Shield Application on high-touch surfaces
Terminal Cleaning

USE OF THE DATA ON THIS SHEET IS SUBJECT TO THE RESTRICTIONS ON THE TITLE PAGE OF THIS DOCUMENT

IMAGE, REPUTATION AND APPEARANCES.

Are all keys to a successful business and never are those characteristics more important and necessary than in the presentation of your largest asset - your managed property. For over 35 years, Entrust One Facility Services has provided quality cleaning services to help Building Owner and Facility Managers maintain their peace of mind. Entrust One has provided exceptional contract cleaning services for commercial use with a proactive approach and commitment to trustworthiness and valued added pricing.

ABOUT US

Since the opening of our first office in 1983, Entrust One Facility Services has built a company with core values that are centered around trustworthiness, consistency and value-added pricing. Our commitment to excellence and a philosophy of building long-term relationships has allowed us to become leaders in our industry.

After three decades of service, Entrust One has become a stable force in the industry providing clients with peace of mind that comes with knowing the company is positioned for the long haul. Entrust One has the financial strength necessary and maintains superior coverage to insure our work and our customer's asset.

Through proactive management, constant inspections and a commitment to excellence, Entrust One will make both you and your property consistently look first-class. When entering your building, both staff and visitors will always be greeted with the clean and inviting environment that you and the people who use your facility expect.

CORE VALUES:

Commitment to Excellence - our teams strive for a degree of excellence while providing valuable and efficient standards.
Trustworthiness - we conduct ourselves with a straight forward and fair approach to our clients and partners.
Dependability - providing our customers with attentiveness and consistently meeting the needs to maintain a premier property or facility.
Value Added Pricing - competitively priced and with guaranteed quality service.

QUALIFICATIONS OF THE FIRM

INTRODUCTION

Since the opening of our first office in 1983, Entrust One Facility Services has built a company with core values that are centered around trustworthiness, consistency and value-added pricing. Our commitment to excellence and a philosophy of building long-term relationships has allowed us to become leaders in our industry.

After three decades of service, Entrust One has become a stable force in the industry providing clients with peace of mind that comes with knowing the company is positioned for the long haul. Entrust One has the financial strength necessary and maintains superior coverage to insure our work and our customer's asset.

Our team proposed to provide the janitorial services consist of structured, motivated and highly qualified personnel who will continue to provide consistent, professional and a high level of customer-oriented services. Our philosophy calls for setting mutual objectives and providing effective communications to get the job done with consistency and accountability. We feel this is best accomplished by forming a strategic partnership.

COMMITMENT TO THE ENVIRONMENT

Entrust is committed to conducting businesses in an environmentally responsible and proactive manner, consistent with our commitment to corporate citizenship, social responsibility and sustainability. Our experience has shown us that sustainable business practices can be cost-effective, build employee and customer loyalty and even drive new business for the company.

Entrust is committed to following the guidelines of the US Green Building Council in improving the operations and maintenance of the facilities we manage and where applicable work with our Clients to achieve LEED accreditation should they desire.

EXCEEDING EXPECTATIONS THROUGH PROACTIVE QUALITY CONTROL

Facility services by its very nature, encounters unexpected challenges. Entrust's proactive QC philosophy reduces the scale and frequency of these challenges. Our focus on being proactive has produced measurable positive results for our clients. By using our industry knowledge and making recommendation to our Clients.

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RELEVANT EXPERIENCE

Working with Federal, State and Local Agencies

Entrust One Facility Services Inc. has worked with several federal, state, and local agencies in the past.

SHERMAN	**City of Sherman** **Sherman, Texas** • City building • **City Hall** • Police station, • Library	**Day Janitorial** **Janitorial Services** ***(2020- Current)*** • Janitorial Service • Day Maid/Porter Services • Floor/Carpet Maintenance
TARRANT COUNTY, TEXAS	**TARRANT COUNTY** **Fort Worth, Texas** • Criminal Court House, Plaza Buildings, TC Criminal Court House, Administration Building, and the Family Law Center	**Day Janitorial** **Janitorial Services** ***(2015-2017)*** • Janitorial Services • Day Maid/Porter Services • Maintenance Technicians • Floor/Carpet Maintenance
THE CITY OF COPPELL	**CITY OF COPPELL** **Coppell, Texas** • ART Center. • City Hall, • Police Department • Recreation Center • Library	**Day Janitorial** **Janitorial Services** ***(2019 - Current)*** • Janitorial Services • Day Maid/Porter Services • Maintenance Technicians • Floor/Carpet Maintenance
CITY OF DENTON	**CITY OF DENTON** **DENTON, Texas** • **City Square**	**Janitorial Services** ***(2013 – Current)*** • City Square Janitorial • Power Washing Services
THE COUNTY OF DALLAS STATE OF TEXAS	**DALLAS COUNTY** **SOUTHWEST FORENSIC** **Dallas, Texas** • Southwest Forensic	**Day and Night Janitorial Services** ***(2016 – Current)*** • Janitorial Services • Day Maid/Porter Services • Floor and Carpet Maintenance

RELEVANT EXPERIENCE

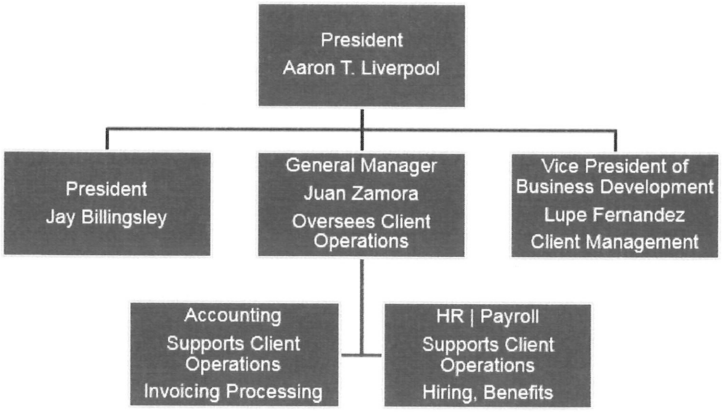
Working with Private Sector Companies

The Container Store	**THE CONTAINER STORE** **Irving, Texas** • Call Center • Corporate Offices • 2M SF Warehouse	**Day and Night** **Janitorial Services *(2018- Current)*** • Day Janitorial Service • Night Janitorial Services • Floor/Carpet Maintenance
CROSSMARK	**CROSSMARK** **Plano, Texas** • **Corporate Offices** • **Commercial Kitchen**	**Day Janitorial** **Night Janitorial *(2014 - Current)*** • Janitorial Services • Day Maid/Porter Services • Maintenance Technicians • Floor/Carpet Maintenance
AT&T PERFORMING ARTS CENTER	**AT&T PERFORMING ARTS CENTER** **Dallas, Texas** • **Art Center** • **General Offices** • **Wyly Center** • **Sammons** • **Windspear Theatre**	**Day Janitorial** **Night Janitorial – (2018 - Current)** • Janitorial Services • Event Staffing Services
Tuesday Morning	**TUESDAY MONNING** **Dallas, Texas** • **Headquarters** • **Offices**	**Night Janitorial – (2018 - Current)** • Janitorial Service • Event Staffing Services
UNT	**UNT Pohl Recreation Center** • **Recreational Center** • **Offices**	**Janitorial and Custodial Services (2019 – Current)** • Janitorial Services • Window Cleaning Services • Floor Refinishing / Carpet Cleaning Program • Day Custodian Services

AWARDS:

Top 200 Private Companies – Dallas Business Journal - Entrust One Facility Services, Inc.
Countrywide Mortgage - Fort Worth Campus "**Regional TOBY Award Winner"** – Building Owners & Managers Association (BOMA),14-year Customer (500K-SF)

CORPORATE ORGANIZATION



Entrust One offers corporate support system from which the project team may draw upon. The on-site team will be supported operationally through our operation and HR departments. Our corporate team has extensive experience in their respective functions; the corporate team allows the project team to focus on the task as included in the scope of work while administrative tasks are handled at the corporate level.

PROJECT MANAGER AND DEDICATED PROJECT SUPERVISOR

The Project Manager will oversee the day-to-day operations performed under this contract. He will be City of Sherman's primary contact for any issues relating to cleaning, scheduling, and implement corrective actions to address any performance issues relating to the contract. The Manager will meet at a minimum weekly with the Account Executive/General Manager to discuss the status and efficiency of the janitorial operations. He will make recommendations to management regarding any operational changes for better efficiency.

All customer service calls, request and inspection reports received from Client will be addressed by the operations manager. He will assign them to the appropriate supervisor and provide timely follow up.

The following table illustrates this separation of work:

Area	*Project Manager*	*Corporate Staff*
Personnel	• Hire/discharge personnel • Provide introductory, on-the-job, and annual training • Validate payroll • Issue Uniforms / EE Badges	• Develop and maintain equal employment opportunity (EEO) and other policies • Issue payroll checks • Provide background checks • Maintain personnel database
Administration	• Preparation and submission of reports	• Prepare invoices • Provide Certificate of Insurance
Quality	• Implement quality control plan • Interface customer • Perform trend analyses; correct deficiencies.	• Monitor QC reports and customer feedback • Review Quarterly Report with Client and Project Manager
Logistics	• Order materials and supplies from approved sources • Maintain inventory records and control	• Establish account numbers for materials / equipment vendors • Audit project purchases
Performance	• Establish work schedules and assignments • Conduct weekly meetings with supervisors and staff • Respond to work requests and work orders. • Staff Scheduling • Event Scheduling	• Conduct project phase-in; • Monitor project through visits to the project site • Establish and monitor project plans • Provide technical support for planning and estimating • Provide technical safety policies and procedures

STAFFING, TURNOVER AND RETENTION PLAN

Per the Building Service Contractors Association (BSCAI) the janitorial service industry turnover rate is over 220%. At Entrust One's we have maintained a turnover rate of only 32% for the previous 10 years. This ensures that our employees will be familiar with your facility and provide a more consistent cleaning result daily.

Our low employee turnover, reduced learning curve and on-going training provide Entrust One Preferred Workers Compensation rates for an excellent safety record and a Workers Compensation Modifier Rates (EMR) of .011 vs. the industry average of .017.

Why Do Our Employees Stay with Us?

Respect
Geographic job placement consideration
Opportunity for Advancement
Competitive Wages
Training and Education
Incentives- Continuing Education, Employee of the Month, etc.

EMPLOYEE BACKGROUND AND SCREENING

Entrust One's commitment to select the most qualified personnel for the job and to provide a safe and secure work place environment for all members of our team. Entrust select individuals and assigns individuals who have complied with the following pre-employment background and testing:

- New Hire Acknowledgement Forms
    a. Company policies and guidelines
    b. I-9, W4 Forms
- Pass criminal background check

DRUG AND ALCOHOL POLICY

Entrust has a strong commitment to provide a safe and secure drug and alcohol free workplace for its employees and to establish programs and policies promoting high standards of employee health. Entrust One's policy is reinforced by the Federal Drug-Free Work Place Act encouraging employers to adopt and enforce policies for drug free work environments. The most important aspects of the Drug and Alcohol Policy are:

- Drug and alcohol abuse by employee is absolutely prohibited:
- Drug testing will be used to detect drug usage and prevent drug abuse by employees.

UNIFORMS

The professional image of our staff is important and imperative. All Entrust employees will show a professional image while on site. Entrust provides the following to our staff:

Uniform Shirts
Name Badges
Safety Equipment (PPE)

PERSONNEL AND TRAINING

Entrust One undertakes a formal training program of all personnel and employee's assigned to this project.

Entrust formal training consist of the following Phase(s):

Phase I – Orientation will consist of the formal training:

- Training related to proper cleaning procedures and techniques
- Occupational Safety and Health Administration's (OSHA's) Hazard Communication Procedure
- Training related to safety (including safe work practices
- and Personal Protective Equipment)
- Safety Orientation and Accident Prevention
- Blood Bourne Pathogens Training
- Safety Data Sheets (SDS) Training
- Contingency Plan related to emergency procedures

Phase II – On the Job Training consists of on-the-job training:

This phase of the training program emphasizes the definite exploration of the on-the-job problems specific to the cleaner's area of responsibility with a detailed list of expectation/tasks. This allows the team member to have a clear understanding of his/her work assignments and goals.

This phase is conducted by the installation team and management training staff.

Experience has shown us that most people work the way they are trained. As such, we try to get started on the right foot by providing written documentation (cleaning specifications) and training to all personnel. The documentation and training both serve to outline the expectations as well as the dos and don'ts of working a client's site. The result has been decreased turnover, higher moral and higher client satisfaction.

TELEPHONE TIMEKEEPING

Entrust One employees are provided with an Employee Number and instructions to record their arrival and departure from work. This telephone timekeeping management tool is designed to use real-time information which provides our managers with the information needed to make decisions immediately along. For example, an employee's late arrival will notify a manager through the notification system and make correction or adjustment in real time. Additionally, the reporting feature provides various reports:

(1) Certified payroll data to for semi-monthly payroll processing,
(2) Track vacation, sick time
(3) Track and monitor anniversary dates for annual background verifications,
(4) Various reports to Client if needed.

COMMUNICATION, TELEPHONE TIMEKEEPING AND SCHEDULING TOOL

All of Entrust One personnel at the supervisor level or higher are equipped with cell phones to assures our customers of rapid response to any emergency always. One quick call will initiate immediate action within 2 hours.

Additionally, using the Telephone timekeeping and Workforce Management we improve our employee's attendance and operational efficiency.

In Addition to telephone timekeeping, our management tool is designed to use real-time information which provides our managers with the information needed to make decisions immediately. For example, in addition to notification of an employee's late arrival, it also enables integration of scheduling/labor and periodic work to eliminates manual processes that are susceptible to compliance errors and can also lead to delays in relaying critical information.

The use of this management tool improves our manager's productivity and enables our managers to make more informed scheduling decisions and allows our team to be more productive and pro-active.

Our web-enabled applications also give our managers flexibility in how we interact with each other, and provide an anytime, anyplace, instant connection to time and attendance, scheduling, training history, and more. Integrating scheduling into our Workforce Management

COMMITMENT TO SAFETY

We firmly believe the safety of our employees, the environment, the public, our Clients and our subcontractors cannot be compromised by our operations. For this reason, we will always place safety ahead of our business goals. If a project cannot be accomplished safely, it will not be done.

This will be achieved by:
Utilizing our of in-house safety professionals to constantly assess and improve our safety processes, training and communication.

- Teaming with outside safety consultants and risk engineers that share our passion for constantly improving upon our safety culture.
- Careful evaluation of the work processes.
- Ongoing training and continuing education of its workforce including OSHA 10/30 training for all on site employees.
- Complying with all applicable Federal, State and Local Regulations.
- Providing the support, equipment and materials needed to do a job safely.
- Listening to the needs and concerns of our Clients and our associates.
- All members of our team are responsible to comply with the Company's Safety Program and being empowered to report any potential unsafe condition.
- Holding supervision and management accountable for the safety performance of employees and maintenance of a safe work environment.
- Safety is accomplished by a proactive teamwork approach.

As evidence of Entrust's commitment to safety our track record with preventing job site injuries with an excellent safety record and low worker's compensation rates.

OSHA COMPLIANCE AND SAFETY

Entrust One agrees to comply with all Occupational Safety and Health Administration (OSHA) regulations while performing services for the Property, including, but not limited to the following:

Personal Protection Equipment (PPE)
Hearing Conservation
HIPPA training for Custodian
System Safety Program Plan
Protective Footwear
Blood Borne Pathogens Training
Hazard Communication

Entrust One agrees to provide Manager with the following documents if hazardous materials may be utilized while performing work on the Property: (1) a comprehensive list of all hazardous materials; (2) material data safety sheets for all hazardous materials; and (3) written certification that Vendor's employees have received appropriate hazard communication training. All such documents must be provided prior to the commencement of work upon request.

Entrust One insures that its employees adhere to common sense safety guidelines, Manager's safety guidelines and all OSHA guidelines.

INSURANCE

Entrust one carries general liability coverage, property damage insurance, auto insurance and Worker's Compensation Insurance. This coverage's protect the service company and the Client completely free from any claim for damage to person or property or from any injury to employees of the service company while they are performing any work under the terms of this agreement or are proceeding to or from said job. Certificates of insurance are available upon request.

Certificate of Insurance with the limits below will be provided to customer prior to start:

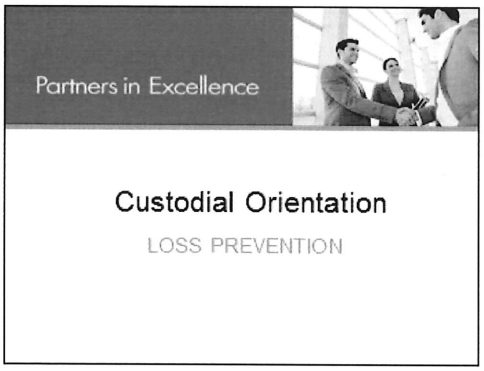
Commercial General Liability	$2,000,000 per occurrence
Worker's Compensation	$ 500,000 per occurrence
Employer's Liability	$2,000,000 bodily injury /each accident
Commercial Automobile Liability	$21000,000 per accident.
Crime Insurance / Fidelity Bond	$1,000,000 per occurrence
Excess / Umbrella Liability	$3,000,000 each occurrence

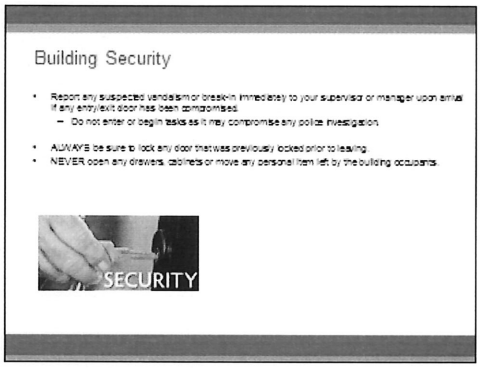
LOSS PRECENTION AND POLYGRAPH TESTING

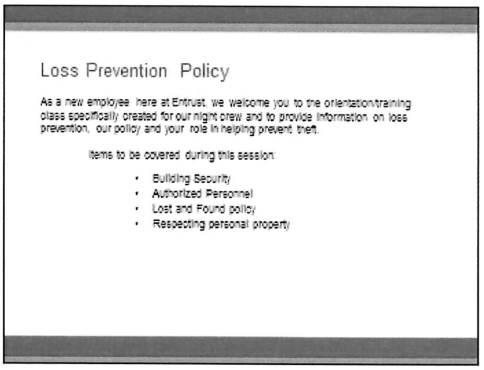
At Entrust One we employ guidelines and procedures to ensure that the Client's property is secure always. We have implemented numerous checks and balances in the performance criteria that must take place to ensure that each facility meets the requirements of the Client including but not limited to the following:

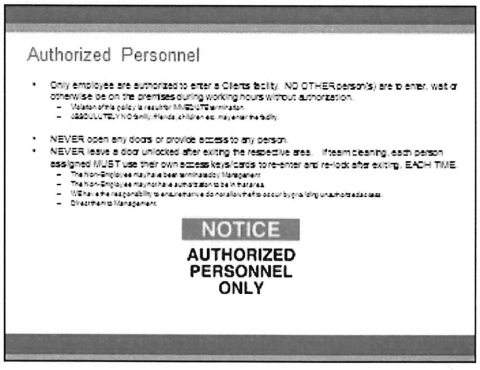
1. Report any item found to supervisor immediately.
2. Secure all doors upon entry/exit of each secure area.
3. Report any doors found unlocked to supervisor immediately.
4. Do not open doors for unknown persons at any time.
5. Ensure that Employee's use the same procedure when entering/exiting a worksite and all personal property, purses, backpack, etc. are to remain outside of the facility or in the designated breakroom always.
6. Report any suspicious activity to supervisor immediately.

Additionally, during an investigation of loss or damages to contents of a building and if it is reasonable to assume that our employee could be responsible, a polygraph examination will be administered, if in compliance with the EMPLOYEE POLYGRAPH PROTECTION ACT OF 1988. If contractor's employee is found to be negligent, Contractor shall be liable for the normal restitution value and any polygraph fees associated to the investigation









NON-ROUTINE SERVICE REQUESTS

Routine Service Requests — Routine service requests include any request for service that does not classify as either emergency or urgent. These service requests will be responded to within 1 to 3 days, with a minimum of 50% initiated within 1 workday. Routine service requests are completed on a "first-in, first-out" basis. If the completion of a routine service call cannot be accomplished within 24 hours and it is beyond our control to do so, we will keep the Client apprised of the anticipated completion date and time.

WORK ORDERS FOR ADDITIONAL WORK

The project manager will meet with the Client to identify future work orders, resource requirements, and work schedule. The project manager has the authority to direct project personnel to perform this work, including the acquisition of materials and any special equipment, without explicit permission from the corporate office. The project manager will work with the Client to optimize the use of project resources.

On a recurring basis, a report of open work orders will be generated to provide a management tool for our managers, supervisors, and leads to manage the timely and professional completion of work (both routine and non-routine).

CITY OF SHERMAN - RFP# 2023-21

FACILITY LOCATIONS AND FREQUENCIES

Cleaning Specifications and Frequencies as per Attachment "D"

LOC NO.	LOCATION	LOCATION ADDRESS	SQ.FT.	X PER WEEK	DAY OF SERVICES
1	City Hall	220 W. Mulberry	9,534	5	M-F
2	Library	421 N. Travis	11,607	6	M-SA
3	Parks & Rec Activity Center	1003 N East	3,768	5	M-F
4	Glennie O Hamm Center	1002 N. Music	3,150	5	M-F
5	Senior Center	1500 N. Broughton	7,546	5	M-F
6	Utilities Lab	288 Post Oak	3,851	5	M-F
7	Municipal Airport	1200 S. Dewey	1,270	3	M,W,F
8	Unassigned Facility (Former F	317 S. Travis	9,153	2	T,TH
9	Municipal Building	405 N. Rust	10,350	5	M-F
10	Taylor Street Gym	1121 W. Taylor	8,150	2	TU,FR
11	Water Maint. Shop	805 S. East	1,147	2	TU,FR
12	West Hill Cemetery Office	1304 W Lamar	1,330	2	TU,FR
13	Equipment Services	100 S. Rusk	2,958	5	M-F
14	Vehicle Service Center RR	815 SE E. Street	270	1	W
15	Solid Waste Recycling	811 South East Street	2,500	2	TU,TH
16	Street Department	800 East Street	2,000	2	TU,TH
17	Inflow & Infiltration	803 S. East Street	206	1	W
18	Facility Services Shop	1003 N. Wharton	573	2	TU,TH
19	Municipal Building - Kidd Key	405 N. Rusk	5,643	2	TU,TH
			85,006		

PROPOSED STAFFING

	Account Manager	As needed
1	Day Supervisor | Custodian	Monday – Friday – 8AM-5:00 PM
1	Night Lead	Monday – Saturday 5PM – 9:00PM
1	Night Lead | Periodic Tasks	Sunday – Friday 8PM – 11:30PM
5	General Cleaners	Monday – Friday 5PM – 11:30PM

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STANDARD OPERATING PROCEDURE

COMMUNICATION AND PROJECT MANAGEMENT

A project manager/lead supervisor shall be assigned and shall be the liaison between the City of Sherman and the contractor's personnel. All coordination as to daily supervision, inspection and general employee relations shall be his/her responsibility. Contractor shall establish and maintain a complete periodic record or book indicating compliance with all periodic work performed for each site. Such record will be made available at any time upon request of the City of Sherman.

The Day Supervisor will be available to walk/inspect and modify/correct as needed while on-site Monday – Friday between 8am – 5pm.

1. Inspect, correct and report all discrepancies from nightly work routine
2. Malfunctioning equipment (i.e. soap dispensers, light out) listed by description and location.
3. Damage and/or vandalism by description and location

KEY CHECKOUT

Contractor will be issued one Building Key for the facility. Request in writing form the Maintenance for issuance of keys. Contractor is responsible for re-keying all facilities to a new system if the key provided is lost. Contractor may not duplicate the key.

EMPLOYEE UNIFORMS AND IDENTIFICATION

All employees will wear at all times a company issued identification badge while working. No exceptions. Employee's shall wear company uniforms, but otherwise must adhere to the City of Coppell dress code if no company uniform is provided.

STANDARD OPERATION PROCEDURES FOR DAY TEAM

Day Team Operation Standards:

Day Team will perform the following duties:

- Police, check and clean the assigned area per the job description and SOW.
- Respond to and resolve any facilities issues that may come up during the day
- Special projects as assigned.

Day Team Reporting and Inspection Requirements:

Day team is responsible for reporting any malfunctions at the facility, spot clean or clean areas to standards have been met and responding to any issue that needs attention during the day.

Job Definition and Responsibility:

- Perform the duties as listed in the SOW. The overall goal is to maintain the assigned area within the facilitate in a satisfactory level of cleanliness throughout the day and made ready for use for Client and visitors of the facility for the following day.
- Day team will follow the SOW and perform the nightly, weekly, monthly, and quarterly tasks as outlined on specific dates as scheduled to maintain the level of cleanliness in their assigned area.
- Day team will conduct a general safety check of all equipment to be used at the start of each shift. Any malfunctioning equipment will not be used and reported to the supervisor.
- Day team will ensure that all cleaning products and chemicals being used are properly labeled prior to use. Any containers not labeled will be disposed and not used.
- Day team will also assist in the event of inclement weather or emergency situations with tasks related to Building Operations including, applying ice-melt, cleaning up spills and other such issues that may arise during the work shift.

Area of Responsibilities:

The entire assigned building including the common areas, restrooms, office, breakrooms, walkways and building exterior and grounds.

Day Team will ensure the proper use of "wet floor signs" at all times during the day when cleaning floors or cleaning up spills.

Equipment Use:

Keys, proximity cards, ID badge, radio, sign in sheets, vacuum cleaners, carpet extractors, machine scrubbers and other various hand tools, golf carts, landscaping equipment, cleaning products, razor blades, squeegees and latex rubber gloves.

USE OF THE DATA ON THIS SHEET IS SUBJECT TO THE RESTRICTIONS ON THE TITLE PAGE OF THIS DOCUMENT

STANDARD OPERATION PROCEDURES FOR NIGHT AND WEEKEND TEAM

Night Team Operation Standards

Night | Weekend | Special Projects team will perform the following duties:

- Nightly cleaning of all areas per the job description and SOW.
- Completion of scheduled periodic services per SOW
- Floor Maintenance per SOW
- Special projects as assigned.

Night team Reporting and Inspection and Job Responsibilities:

Night and weekend team will perform the following duties (to be scheduled with Facilities approval for weekend access) as needed.

- Night team will perform will follow the SOW and perform the nightly, weekly, monthly, and quarterly tasks as outlined on specific dates as scheduled to maintain the level of cleanliness in their assigned area.
- Night team will conduct a general safety check of all equipment to be used at the start of each shift. Any malfunctioning equipment will not be used and reported to the supervisor.
- Special projects as assigned.

Additional Job Definition and Responsibility for On-Site Supervisor(s) and Working Lead(s)

- On-Site Supervisor will be on-site contact for Client for any special services and emergencies. Turn off unnecessary lights
- Report fires and hazardous conditions.
- Lock rooms in security areas after cleaning and return keys to designated office
- Sign out and return keys and two-way radios
- Turn in lost and found articles to the designated areas
- Schedule weekly, monthly, and quarterly tasks are completed on scheduled dates.

Area of Responsibilities:

The entire assigned building including the common areas, restrooms, office, breakrooms, exterior entrances.

Equipment Use:

Keys, proximity cards, ID badge, radio, sign in sheets, project list, production advances, vacuum cleaners, carpet extractors, machine scrubbers and other various hand tools, cleaning products, razor blades, squeegees, latex rubber gloves, dust masks, gaff tape, pipe and drape, tables, chairs

MATERIAL, SUPPLIES AND EQUIPMENT

PROVIDED BY CONTRACTOR (ENTRUST)

Contractor will provide all cleaning equipment including but not limited to the following:

EQUIPMENT AND MATERIALS

Mop Buckets, Wringer
Brooms and Dust Pans
Dust Mop Frames
Vacuum Cleaners
Floor Equipment; Buffers
Wet Floor Signs & Safety Cones
Mop Heads
Toilet Brushes
Cleaning Clothes
Dusting Clothes and Dusters
Glass Cleaner
Toilet Bowl Cleaner
All Purpose Cleaner/Floor Cleaner

PROVIDED BY CITY OF SHERMAN

Tissue Paper,
Paper Towels,
Hand Soap,
Trash Liners

CITY OF SHERMAN – RFP 2023-21

PRICING SCHEDULE

PRICING SCHEDULE

LOC NO.	LOCATION	LOCATION ADDRESS	SQ.FT.	X PER WEEK	DAY OF SERVICES	Proposed RFP 2023-21	Annual Services
1	City Hall	220 W. Mulberry	9,534	5	M-F	1,529.87	3,730.04
2	Library	421 N. Travis	11,607	6	M-SA	1,981.62	4,533.19
3	Parks & Rec Activity Center	1003 N East	3,768	5	M-F	604.62	1,588.29
4	Glennie O Hamm Center	1002 N. Music	3,150	5	M-F	505.46	1,267.30
5	Senior Center	1500 N. Broughton	7,546	5	M-F	1,236.51	2,861.12
6	Utilities Lab	288 Post Oak	3,851	5	M-F	625.40	1,340.83
7	Municipal Airport	1200 S. Dewey	1,270	3	M,W,F	154.92	498.43
8	Unassigned Facility (Former F	317 S. Travis	9,153	2	T,TH	872.06	3,455.84
9	Municipal Building	405 N. Rust	10,350	5	M-F	1,660.80	3,879.56
10	Taylor Street Gym	1121 W. Taylor	8,150	2	TU,FR	937.39	3,195.58
11	Water Maint. Shop	805 S. East	1,147	2	TU,FR	153.22	420.97
12	West Hill Cemetery Office	1304 W Lamar	1,330	2	TU,FR	531.17	471.03
13	Equipment Services	100 S. Rusk	2,958	5	M-F	601.13	1,051.62
14	Vehicle Service Center RR	815 SE E. Street	270	1	W	148.40	97.85
15	Solid Waste Recycling	811 South East Street	2,500	2	TU,TH	530.00	901.25
16	Street Department	800 East Street	2,000	2	TU,TH	458.98	721.00
17	Inflow & Infiltration	803 S. East Street	206	1	W	229.49	97.85
18	Facility Services Shop	1003 N. Wharton	573	2	TU,TH	220.00	97.85
19	Municipal Building - Kidd Key	405 N. Rusk	5,643	2	TU,TH	665.00	975.00
			85,006			13,646.03	

Annual Services

a. Annual strip and refinish all VCT floors.
a. Annual scrub/clean all cermic tile flooring.
b. Semi-annual scrub, clean and re-coat hard surface floors
c. Annual power washing of building entrances and dumpster areas
d. Annual carpet cleaning; spot clean, shampoo and deodorize
e. Annual exteior window washing of perimeter windows 1st level (except Senior Center both levels)

Other Services upon request and/or above scope of work:

a. Strip and Refinish VCT (1000 sf min)	0.45
b. Carpet Cleaning (1000 sf. Min)	0.35
c. Parking Lot Sweeping & Restripping	Upon Request
d. Emergency Water extraction & Restoration	Upon Request
e. Emergency Day Personnel	19.95
f. Drywall Repair and Painting	Upon Request

VII. CLEANING SPECIFICATIONS FOR COMMON AND PUBLIC AREAS

Daily Tasks (all facilities):

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

Weekly Tasks (all facilities):

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

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

Monthly Tasks (all facilities):

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

Twice-Yearly Tasks (all facilities):

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

Yearly Tasks (all facilities):

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

CITY OF SHERMAN – RFP 2023-21

SUBMITTAL FORMS

PROPOSAL OF BIDDERS

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

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

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

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

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

Annual Requirements for Janitorial Cleaning Services
No# 2023-21

Respectfully Submitted,

Lupe Fernandez
SIGNATURE

8/30/2023
DATE

Lupe Fernandez	Vice President of Business Development
PRINTED NAME	TITLE
ENTRUST ONE FACILITY SERVICES INC.	Lupe Fernandez
COMPANY NAME	CONTACT PERSON (Must have knowledge of Bid)
2727 LBJ Freeway, Suite 402	Dallas, Texas 75234

BILLING ADDRESS	STREET	CITY	STATE	ZIP
2727 LBJ Freeway, Suite 402		Dallas, Texas	75234	

MAILING ADDRESS	STREET	CITY	STATE	ZIP
972-669-8485	972-421-1725	lfernandez@entrust1.com		
PHONE NUMBER	FAX NUMBER	E-MAIL ADDRESS		

VIII. FACILITIES LISTING

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

CITY HALL

220 W Mulberry
Operating Hours: Monday & Tuesday – 8 am to 7 pm (during certain weeks); Wednesday thru Friday – 8 am to 5 pm
Service Frequency: 5 days per week (Monday thru Friday)
Square Feet: 9,534 (Carpeted: 6,894/Non-carpeted: 2,640)

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

Additional Janitorial Tasks:

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

Total Cost per Month (includes daily, weekly, monthly & additional task): $1,529.87

Total Costs for Twice-Yearly and Yearly Tasks (combined): $3,730.04

LIBRARY

421 N Travis
Operating Hours: Monday & Wednesday - 9 am to 6 pm; Tuesday & Thursday - 9 am to 8 pm; Friday – 10 am to 6 pm; Saturday 11 am to 5 pm
Service Frequency: 6 days per week (Monday thru Saturday)
Square Feet: 11,607 (Carpeted: 10,206/Non-carpeted: 1,401)

Additional Janitorial Tasks:

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

Total Cost per Month (includes daily, weekly, monthly & additional task): $1,981.62

Total Costs for Twice-Yearly and Yearly Tasks (combined): $4,533.19

PARKS & RECREATION ACTIVITY CENTER

1003 N East
Operating Hours: Monday thru Friday – 8 am to 9 pm; Saturday - 8 am to 3 pm
Service Frequency: 5 days per week (Monday thru Friday)
Square Feet: 3,768 (Carpeted: 3,156/Non-carpeted: 612)

Total Cost per Month (includes daily, weekly, monthly & additional task): $ 604.62

Total Costs for Twice-Yearly and Yearly Tasks (combined): $1,588.29

GLENNIE O HAM CENTER (PARKS & RECREATION ADMINISTRATIVE OFFICES)

1002 N Music
Operating Hours: Monday thru Friday – 8 am to 9 pm; Saturday - 8 am to 3 pm **Service Frequency:** 5 days per week (Monday thru Friday)
Square Feet: 3,150 (Carpeted: 359/Non-carpeted: 2,791)

Total Cost per Month (includes daily, weekly, monthly & additional task): $505.46

Total Costs for Twice-Yearly and Yearly Tasks (combined): $1,267.30

SENIOR CITIZEN CENTER

1500 N Broughton
Operating Hours: Monday, Wednesday & Friday - 8 am to 5 pm; Tuesday & Thursday – 8 am to 8 pm; occasional weekend events (10 -15 events annually; City staff will provide a minimum of one (1) weeks' notice)
Service Frequency: 5 days per week (Monday thru Friday)
Square Feet: 7,546 (Carpeted: 4,956/Non-carpeted: 2,590)

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

Total Cost per Month (includes daily, weekly, monthly & additional task): $1,236.51

Total Costs for Twice-Yearly and Yearly Tasks (combined): $2,861.12

UTILITIES LAB

288 Post Oak Rd
Operating Hours: Monday thru Friday - 8 am to 5 pm; Saturday – 8 am to 2 pm; Sunday – 8am to 11 am
Service Frequency: 5 days per week (Monday thru Friday)
Square Feet: 3,851 (Carpeted: 1,655/Non-carpeted: 2,196)

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

Additional Tasks:

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

Total Cost per Month (includes daily, weekly, monthly & additional task): $625.40

Total Costs for Twice-Yearly and Yearly Tasks (combined): $ 1,340.83

MUNICIPAL AIRPORT

1200 S Dewey
Operating Hours: Monday thru Sunday – 9 am to 5 pm
Service Frequency: 3 days per week (Monday, Wednesday, Friday
Square Feet: 1,270 (Carpeted: 1,028/Non-carpeted: 242)

Total Cost per Month (includes daily, weekly, monthly & additional task): $154.92

Total Costs for Twice-Yearly and Yearly Tasks (combined): $498.43

UNASSIGNED FACILITY (Former Police Department Facility)

317 S Travis
Operating Hours: Monday thru Friday – 8 am to 5 pm
Service Frequency: 2 days per week
Square Feet: 9,153 (Carpeted: 5,380/Non-carpeted: 3,501/Non-carpeted steps: 68 (1'x1'x4'))

Total Cost per Month (includes daily, weekly, monthly & additional task): $872.00

Total Costs for Twice-Yearly and Yearly Tasks (combined): $3,455.84

MUNICIPAL BUILDING

405 N Rusk
Operating Hours: Monday thru Friday – 8 am to 5 pm
Service Frequency: 5 days per week
Square Feet: See breakdown in Additional Tasks section below:

Additional Cleaning Tasks:

- Daily – Office space sq. ft.: 6,123
- Daily – Halls & stair landings sq. ft.: 2,976
- Daily – All three flights of stairways on North and South

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

Total Cost per Month (includes daily, weekly, monthly & additional task): $1660.80

Total Costs for Twice-Yearly and Yearly Tasks (combined): $3,879.56

TAYLOR STREET GYM

1121 W Taylor
Operating Hours: Monday thru Friday – 3:30 pm to 5 pm; additionally: Tues., Thurs. & Fri. 9 am to 12 pm
Service Frequency: 2 days per week (must be after 9pm closing)
Square Feet: 8,150 (Carpet: 150/Non-carpeted: 600/Gym floor: 7,400

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

Total Cost per Month (includes daily, weekly, monthly & additional task): $937.39

Total Costs for Twice-Yearly and Yearly Tasks (combined): $ 3,195.58

WATER MAINTENANCE SHOP

805 S East
Operating Hours: Monday thru Friday – 8 am to 5 pm
Service Frequency: 2 days per week
Square Feet: 1,147 (Carpeted: 170/Non-carpeted: 977)

Total Cost per Month (includes daily, weekly, monthly & additional task): $153.22

Total Costs for Twice-Yearly and Yearly Tasks (combined): $471.03

WEST HILL CEMETERY OFFICE

1304 W LAMAR
Operating Hours: Monday thru Friday – 8 am to 5 pm
Service Frequency: 2 days per week
Square Feet: 1,330 (all Non-carpeted)

Total Cost per Month (includes daily, weekly, monthly & additional task): $531.17

Total Costs for Twice-Yearly and Yearly Tasks (combined): $471.03

EQUIPMENT SERVICES BUILDING

100 S RUSK
Operating Hours: Monday thru Friday – 8 am to 5 pm
Service Frequency: 5 days per week (Must be done during working hours)
Square Feet: 2,958 (Carpeted: 1,488/Non-carpeted: 1,470)

Total Cost per Month (includes daily, weekly, monthly & additional task): $ 601.13

Total Costs for Twice-Yearly and Yearly Tasks (combined): $1,051.62

VEHICLE SERVICE CENTER RESTROOMS

815 SE E Street
Operating Hours: Monday – Friday 8am-5pm
Service Frequency: 1 day a week on Wednesday
Square Feet: 270 non carpeted

Total Cost per Month (includes daily, weekly, monthly & additional task): $148.40

Total Costs for Twice-Yearly and Yearly Tasks (combined): $97.85

SOLID WASTE RECYCLING

811 South East Street
Operation Hours: Monday – Friday 8am – 5pm
Service Frequency: 2 days per week on Tuesday & Thursday
Square Footage: 2500 non carpeted

Total Cost per Month (includes daily, weekly, monthly & additional task): 530.00

Total Costs for Twice-Yearly and Yearly Tasks (combined): 901.25

STREET DEPARTMENT

800 East Street
Operation Hours: Monday – Friday 8am-5pm
Service Frequency: 2 days per week, Tuesday & Thursday
Square Footage: 2000 non carpeted

Total Cost per Month (includes daily, weekly, monthly & additional task): $458.98

Total Costs for Twice-Yearly and Yearly Tasks (combined): $721.00

INFLOW & INFILTRATION

803 S East Street
Operation Hours: Monday – Friday 8am- 5pm
Service Frequency: 1 day per week on Wednesday
Square Footage: 206 non carpeted

Total Cost per Month (includes daily, weekly, monthly & additional task): $229.49

Total Costs for Twice-Yearly and Yearly Tasks (combined): $97.85

IX. AUTHORIZED SIGNATURE

Lupe Fernandez 9/05/2023
Signature and Date

ENTRUST ONE FACILITY SERVICES INC
Company Name

Lupe Fernandez
Print Name

2727 LBJ Freeway, Suite 402
Company Address

VP OF BUSINESS DEVELOPMENT
Title

DALLAS, TEXAS 75234
City, State and Zip Code

972-669-8485 M 972-567-1098 C
Telephone Number

972-421-1725
Fax Number

75-2834798
Federal Tax ID Number

lfernandez@entrust1.com
Email Address

The above individual must be authorized to sign on behalf of the company submitting the proposal. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of ninety (90) days.

Type text h

Sherman
CLASSIC TOWN. BROAD HORIZON.

Addendum #1

Request for Proposals – Janitorial Cleaning Services -- Bid No. 2023-21

Below are location additions to the scope of this bid:

FACILITY SERVICES SHOP

1003 N. Wharton
Operating Hours: Monday thru Friday – 8am-5pm
Service Frequency: 2 days per week - Tuesdays & Thursdays
Square Feet: Front Bathroom: 8x8 w/ tile flooring; Rear Bathroom: 5x5 w/ painted wood floors; Breakroom: 22x22 w/ laminate wood look floors & wood countertops

Additional Tasks:

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

Total Cost per Month (includes daily, weekly, monthly & additional task): $220.00

Total Costs for Twice-Yearly and Yearly Tasks (combined): $ 97..85

MUNICIPAL BUILDING – KIDD KEY AUDITORIUM LOBBY AREAS

405 N. Rusk
Operating Hours: Monday thru Friday – 8am-5pm
Service Frequency: 2 days per week - Tuesdays & Thursdays
Square Feet: Lobby: 3,819 terrazzo flooring, Restrooms: 1,824 ceramic tile flooring

(1st Floor Lobby, 3rd Floor Lobby, Woodroom, and Two Restrooms)

Additional Tasks: Basement hallway and all three flights of stairwell, north & south sides.

Total Cost per Month (includes daily, weekly, monthly & additional task): $ 665.00

Total Costs for Twice-Yearly and Yearly Tasks (combined): $ 975.00

II. PROPOSAL SPECIFICATIONS

Please provide the following information:

Independent contractor's qualifications

SEE PAGES 7-10 OF PROPOSAL

Years in business

Established 1983; 40 years

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

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

1) Texas Capital Bank
   Susan James, Senior Vice President
   2000 McKInney Ave., Suite 700
   Dallas, Texas 75201
   (214) 932-6850 Direct
   Susan.james@texascapitalbank.com

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

1) SEE ATTACHED PAGE

2)

3)

Please include additional pages as needed.

REFERENCES

Gary Green | Facilities
City of Denton
601 E. Hickory Street
Denton, TX 76205
640.255.7311
Gary.green@cityofdenton.com

Albert Garza, Facilities
City of Sherman
405 N. Rusk Street
Sherman, Texas 75091
903.870.6778
agarza@cityofsherman.com

Chris Lawrence
Director of Operations
Recreational Sports
University of North Texas
(940) 565-2275
Christian.Lawrence@unt.edu

Chuck Thomas | Director of Facilities
Dallas, 75201
d: 214-978-3658 | f: 214-954-9936 | m: 817-713-9683
chuck.thomas@attpac.org
https://www.attpac.org

R M Jack Jones, III CPM
Vice President I Manager, Facilities Management
BANK OF TEXAS
(214) 575-1989 I Phone
(214) 673-3431 I Cell
jack.jones@bankoftexas.com I Email

Mark Ford
Director of Plant Operations/Safety Officer
Select Rehabilitation Hospital
2620 Scripture St., Denton, Texas 76201
Office-940-297-6555
Cell-940-391-1062
MarLFord@SelectMedical.com

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:
2023-1067371

Date Filed:
09/03/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
ENTRUST ONE FACILITY SERVICES INC.
Dallas, 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.
2023-21
Request for Proposal for Janitorial Cleaning 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 Lupe Fernandez, and my date of birth is 1-9-71.

My address is 2727 LBJ Freeway Ste 402 Dallas, TX, 75234, _____.
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 3 day of Sept (month), 2023 (year)

Lupe Fernandez
Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT E

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY
Date Received

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

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

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

_____

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.**

None

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 Luis Fernandez — Signature of vendor doing business with the governmental entity

9/03/2023 — Date

Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF Texas §

THE COUNTY OF Dallas §

I, Aaron Liverpool, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:_____.

__X__ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this 3 day of September, 2023

_____
Signature of Official/Title Aaron T. Liverpool,CEO

BEFORE ME, the undersigned authority, this day personally appeared Aaron Liverpool and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this 3 day of September, 202_.

GUADALUPE LIVERPOOL
My Notary ID # 125202911
Expires February 16, 2025

_____
Notary Public in and for the State of Texas
My commission expires: 2/16/2025

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,

2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name & Title: Aaron T Liverpool

Firm Name: ENTRUST ONE FACILITY SERVICES INC.

Date Signed: 8/29/2023

NOTARIZATION

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

BEFORE ME, the undersigned notary public on this day personally appeared Aaron T. Liverpool, on behalf of Entrust One Facility Services 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 29th day of August, 202__.

GUADALUPE LIVERPOOL
My Notary ID # 125202911
Expires February 16, 2025

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF Texas

The following definitions apply to Texas Government Code Section 2270.001:

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

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

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

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

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

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

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

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

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

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

_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 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.

Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF Texas §

THE COUNTY OF Dallas §

I, Aaron Liverpool, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:_____.

__X__ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this 3 day of September, 2023

_____
Signature of Official/Title Aaron T. Liverpool,CEO

BEFORE ME, the undersigned authority, this day personally appeared Aaron Liverpool and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this 3 day of September, 202_.

GUADALUPE LIVERPOOL
My Notary ID # 125202911
Expires February 16, 2025

_____
Notary Public in and for the State of Texas
My commission expires: 2/16/2025

EXHIBIT E

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY
Date Received

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

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

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

_____

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.**

None

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 Luis Fernandez — Signature of vendor doing business with the governmental entity

9/03/2023 — Date

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

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

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

___ 11. Other Insurance Requirements (State Below):

AGREEMENT FOR JANITORIAL SERVICES

The **City of Sherman, Texas**, a home-rule municipality ("City"), and ENTRUST ONE FACILITY SERVICES, INC., a CORPORATION ("Contractor"), hereby enter into this agreement for janitorial services ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City desires to engage Contractor to perform janitorial services under the terms and conditions of this Agreement.

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

1. Scope of Services.
   Contractor shall provide the services and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.
   The initial term of the Agreement shall be for a period of one (1) year, commencing on the Effective Date (hereinafter defined) of this Agreement. City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
   In exchange for Contractor's performance of the Services in accordance with the Agreement Documents, City agrees to pay Contractor in accordance with the Quote (Exhibit A). To the extent the terms of the Agreement Documents conflict with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, as amended ("Chapter 2251") or Subchapter I of Chapter 271 of the Texas Local Government Code, as amended ("Chapter 271"), the terms of Chapter 2251, Chapter 271 and the Agreement Documents shall control in that order.

   City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

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

4. Agreement Documents.

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

A. This Agreement;

B. The Bid Request, attached hereto as Exhibit A;

C. The Submittal, attached hereto as Exhibit B;

D. City's Insurance Requirements, attached hereto as Exhibit C;

E. Affidavit of No Prohibited Interest, attached hereto as Exhibit D; and

F. Conflict of Interest Questionnaire, attached hereto as Exhibit E.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

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

6. Required Insurance.

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

7. No Prohibited Interest; Vendor Disclosure.

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

8. Indemnity.

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

LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

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

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

9. Liability.
To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. City assumes no such responsibility or liability. City shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

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

11. Termination.
City is entitled to terminate this Agreement at any time for any reason or for no reason by

giving Contractor at least thirty (30) days' prior written notice of the termination date.

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

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

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

12. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

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

14. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

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

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

18. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

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

20. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

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

22. Indemnity.
The parties agree that the indemnity provision set forth in Section 8 herein is conspicuous and the parties have read and understood the same.

23. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and

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

If to Contractor, to: ENTRUST ONE FACILITY SERVICES INC
Attn: Lupe Fernandez
Address: 2727 Lyndon B. Johnson Fwy, Suite 402

Telephone: 972-669-8485
Facsimile: 972-412-1725
Email: lfernandez@entrust1.com

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

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

24. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and

consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

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

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

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

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

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

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

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

ATTEST:

_____
Linda Ashby, City Secretary

APPROVED AS TO FORM AND CONTENT:

_____
Ryan D. Pittman, City Attorney

ENTRUST ONE FACILITY SERVICES INC
a Texas corporation

By: _____
Printed Name: AARON T. LIVERPOOL
Title: PRESIDENT & CEO
Date: 9/25/2023

STATE OF TEXAS §
§
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Aaron Liverpool known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the President (title) and duly authorized representative for Entrust One Facility Services 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 25th day of September, 2023

Notary Public in and for the State of Texas

GUADALUPE LIVERPOOL
My Notary ID # 125202911
Expires February 16, 2025

My Commission Expires:_____

2023 Janitorial Cleaning Service RFP - Evaluation & Tabulation
Bid Open Date: 9-5-23
Bid Title: Janitorial Cleaning Services

Cost Frequency	R.K. Janitorial Services	Regent Services	Eve Cleaning	Premium Cleaning Services	The Camp Cleaners	Simple Custodial Services	Members Building Maintenance	Encore Commercial Services	Entrust One Facility Services	Texoma Commercial Cleaning	Global Building Maintenance
Monthly (yearly totals)	167,256.00	136,162.80	373,613.40	230,516.16	Non-responsive bid**	Non-responsive bid**	Non-responsive bid**	217,813.32	163,752.48	178,765.56	140,220.00
Semi-Annually & Annually (combined)	9,043.00	31,355.14	33,200.00	17,660.14				22,556.10	31,234.66	32,980.63	28,627.00
Proposal Total	**$ 176,299.00**	**$ 167,517.94**	**$ 406,813.40**	**$ 248,176.30**				**$ 240,369.42**	**$ 194,987.14**	**$ 211,746.19**	**$ 168,847.00**

Evaluation Criteria	R.K. Janitorial Services	Regent Services	Eve Cleaning	Premium Cleaning Services	The Camp Cleaners	Simple Custodial Services	Members Building Maintenance	Encore Commercial Services	Entrust One Facility Services	Texoma Commercial Cleaning	Global Building Maintenance
Key Personnel Qualifications (10%)	10.0	10.0	9.7	9.3				9.0	10.0	9.0	10.0
Experience (30%)	30.0	30.0	23.3	24.3				26.7	30.0	23.3	26.7
References (10%)	8.7	10.0	10.0	7.3				10.0	10.0	10.0	10.0
Fee schedule/Cost of Service (25%)	21.9	23.7	10.0	16.0				16.7	20.6	18.1	23.3
Project/Service Approach (15%)	10.7	8.0	13.7	11.0				7.7	14.3	14.3	14.2
Supplies (10%)	6.3	7.0	9.3	8.3				6.0	9.3	9.0	10.0
Total Points Distributed	87.6	88.7	76.0	76.3	N/A	N/A	N/A	76.0	94.3	83.8	94.1

NOTES:

*****Bid deemed non-responsive, due to failure to include Addendum #1 locations pricing in proposal*****

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 4.**

Meeting Date: 10/02/2023

Prepared By: Nic Emmons, Assistant Police Chief

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7175***

Authorizing the Purchase of Optics, Rifles and Suppressors for the Sherman Police Department from Loyal 9 Manufacturing Through Buyboard

Issue:

To consider approval of a resolution to purchase optics, rifles and suppressors for the Sherman Police Department from Loyal 9 Manufacturing through Buyboard purchasing cooperative.

Background:

The requested purchase will replace the outdated rifles currently being used at a total cost of $144,910.00. The current equipment is at the end of its life cycle. Purchasing through the Buyboard purchasing cooperative satisfies the competitive bidding requirements under Texas Local Government Code Chapter 271.

Origination:

Sherman Police Department

Financial Consideration:

Total cost of $144,910.00

Staff Recommendation:

Staff recommend approval

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 7175

Quote

Buyboard Agreement

RESOLUTION NO. 7175

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF OPTICS, RIFLES AND SUPPRESSORS FOR THE SHERMAN POLICE DEPARTMENT FROM LOYAL 9 MANUFACTURING THROUGH BUYBOARD; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Loyal 9 Manufacturing, optics, rifles and suppressors at a total price of One Hundred Forty Four Thousand Nine Hundred Ten dollars and Zero cents ($144,910.00). Any agreements related to the purchase must be approved by the City Attorney.

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 2nd day of October 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____

LINDA ASHBY, CITY CLERK **DAVID PLYLER, MAYOR**

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

BY: _____

RYAN D. PITTMAN, CITY ATTORNEY

Estimate

Loyal 9 Mfg

Loyal 9 Manufacturing
2828 S Laredo St
San Antonio 78207
Phone: +1 2108522859
Email: billing@solgw.com

Order #	Date
SQUOTE LE21624-SHERMAN	09/26/2023

Bill To:	Ship To:
Sherman Police Dept (TX) 317 South Travis Street SHERMAN, TX 75090	Sherman Police Dept (TX) 317 South Travis Street SHERMAN, TX 75090
Customer: Sherman Police Dept (TX)	Contact: Sherman Police Dept (TX)

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
william_solgw	COD	Origin	UPS		10/01/2023

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Sale	M4-76-SBR-11.5	LWR:L9 COLOR:ANO BLACK MD:NOX9 SEL:PC STS:MBUS FLIP UP	$1,375.00	78 ea	$ 107,250.00
2	Sale	AIMPOINT RDS	DUTY RDS 2MOA, 39MM	$445.00	78 ea	$ 34,710.00
3	Sale	SMS-SOL-ZF30-NOX556	SANDMAN S 7.62 PYRO W/ 5.56 NOX MUZZLE DEVICE	$655.00	10 ea	$ 6,550.00
4	Misc. Credit		TRADE INS NFA/NON-NFA 9 NON NFA RIFLES 350.00 PPU totaling 3150.00 2 NFA FULL AUTO RIFLES 225.00 PPU totaling 450.00	($3,600.00)	1 ea	-$ 3,600.00
5	Sale	LIFETIME WARRANTY	LIFETIME WARRANTY - INCLUDING WEAR	$0.00	78 ea	$ 0.00
6	Sale	CRITICAL INCIDENT / ACCIDENT REPLACMENT	REPLACEMENT FOR ACCIDENT OR OIS GOV ONLY	$0.00	78 ea	$ 0.00

Subtotal:	**$144,910.00**
Sales Tax:	**$0.00**
Total:	**$144,910.00**

Approval:_____ Date:_____

ITAR Notice: Export of the commodities descried herein may be strictly prohibited without a valid export license issued by the U.S. Department of State, Office of Defense Trade Controls prescribed in the International Traffic in Arms Regulation (ITAR), Title 22, Code of Federal Regulations, Parts 120-130.

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT

RECEIVED JUL 15 '02

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. **Term.** The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. **Termination.**
    a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
    b. By the Cooperative. The Cooperative may terminate this Agreement by:
        1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
        2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

c. Termination Procedure. If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.

4. **Payments.**
   a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
   b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

TO BE COMPLETED BY THE COOPERATIVE:
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: _____ Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By: _____ Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name:	MARYANN WINKLER
Address:	405 N. RUSK STREET
	SHERMAN, TEXAS 75090
Phone:	(903) 892-7285
Fax:	(903) 891-0255
Email:	PURCH@TEXOMA.NET

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 5.**

Meeting Date: 10/02/2023

Prepared By: Jim Cross, Water Systems Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7176***

Authorizing the Purchase of a New Kubota Mini Excavator from Zimmerer Kubota & Equipment, Inc. Through Buyboard

Issue:

To consider approval of the purchase of a new Kubota KX040 mini excavator from Zimmerer Kubota & Equipment, Inc., of Van Alstyne, Texas through the Buyboard purchasing cooperative.

Background:

The new Kubota mini excavator will be used at the Water Treatment Plant by the Water Production department; with a purchase price of $65,589.18. Purchasing through the Buyboard purchasing cooperative satisfies competitive bidding requirements under Texas Local Government Code Chapter 271.

Origination:

Water Production

Financial Consideration:

Funding for this fleet purchase was approved in the FY 2023-2024 budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Kubota KX040 mini excavator from Zimmerer Kubota & Equipment, Inc., of Van Alstyne, Texas through BuyBoard.

Alternatives:

As may be recommended by the City Council.

Attachments

Resolution No. 7176

Buyboard Agreement

Zimmerer Quote

RESOLUTION NO. 7176

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW KUBOTA MINI EXCAVATOR FROM ZIMMERER KUBOTA & EQUIPMENT, INC. THROUGH BUYBOARD; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Zimmerer Kubota & Equipment, Inc. through Buyboard a new Kubota mini excavator at a total price of Sixty Five Thousand Five Hundred Eighty-Nine Dollars and Eighteen Cents ($65,589.18). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2023-2024 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 2nd day of October 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____
LINDA ASHBY, CITY CLERK **DAVID PLYLER, MAYOR**

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT

RECEIVED JUL 15 '02

for the
Texas Local Government Purchasing Cooperative

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WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

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In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

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    b. By the Cooperative. The Cooperative may terminate this Agreement by:
        1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
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   b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
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7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

TO BE COMPLETED BY THE COOPERATIVE:
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: _____ Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By: _____ Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name:	MARYANN WINKLER
Address:	405 N. RUSK STREET
	SHERMAN, TEXAS 75090
Phone:	(903) 892-7285
Fax:	(903) 891-0255
Email:	PURCH@TEXOMA.NET

Sourcewell
Utility Tractors & Mowers – 031121
CE and AG – 040319
Utility Vehicles 122220
Arkansas 4600041718
Delaware GSS-21673
Mississippi (CE Only) 8200056371
Mississippi 8200055841

KX040-4R3 WEB QUOTE #2703758
Date: 8/25/2023 8:20:14 AM
-- Customer Information --
Clean Water Treatment, Oscar
CITY OF SHERMAN
oscarc@cityofsherman.com
9034364104

Quote Provided By
ZIMMERER KUBOTA & EQUIPMENT, INC.
Clay Yonts
14851 U.S. Hwy 75
Van Alstyne, TX 75495
email: claytony@zkmail.com
phone: 9037124035

-- Standard Features --

Kubota

K Series KX040-4R3

* * * EQUIPMENT IN STANDARD MACHINE * * *

FEATURES
Eco Plus System
Auto Idler
Rubber Track Model
ROPS/OPG (Top Guard, Level I) Air Conditioning Cab
Suspension Seat
Kubota 1 Hydraulic Pump Load Sensing System
1 Variable Displacement Pump
All Controls Hydraulic Pilot Controls
Two Operating Pattern Selection System
Accumulator
Digital Control Panel
Attachment Flow Presets, Service Alerts
Standard Front Dozer Blade w/ Float
360 Degree Full Rotation
70 Degree Left, 55 Degree Right Boom Swing
17.2 gpm Adjustable Auxiliary Hydraulics Port 1
Auxiliary Hydraulics Diverter Valve
Thumb Bracket and Relief Valves
Five Second Quick Preheat System
Key Switch Stop System
Half Pitch Rubber Tracks
Self Bleed Fuel System
Auto-Downshift Two Speed Travel System
Swivel Negative Brake
Travel Negative Brake
Third Line

DIMENSIONS AND OPERATING WEIGHT
KX040-4R3, Rubber Tracks, Air Conditioned ROPS/OPG (Top Guard, Level I) Cab, Angle Dozer Blade
Overall Length 16’ 8.2”
Overall Width 5’ 6.9”
Overall Height 8’ 1.8”
Operating Weight 9,500 lbs.*
Ground Clearance 12.9”
* Includes operator's weight, 175 lbs.

ENGINE
D1803 Kubota DI Turbo CRS Tier 4 Diesel Engine
3 Cylinder, 4 Cycle
38.9 Net HP @ 2200 rpm

OPERATIONAL DIMENSIONS
Max Digging Depth 11’ 2.7”
Max Digging Radius @ Ground Level 17’ 9”
Max Vertical Digging Depth 7’ 4.8”
Max Dumping Height 12’ 9.5”

DOZER BLADE DIMENSIONS
Width 66.9”
Height 15.75”
Lift Above Ground 15.17”
Drop Below Ground 15.94”

PERFORMANCE
Digging Force @ Bucket (K7875) 9,535 lbs.
Digging Force @ Dipper Arm 4,112 lbs.
Travel Speed (Low) 1.8 mph
Travel Speed (High) 3.1 mph
Climbing Ability 36% / 20°
Lift Capacity 4,080 lbs.
Over Front
Blade Grounded
2.0 ft. Load Point Height
8.0 ft. Load radius

-- Custom Options --

KX040-4R3 Base Price:	$68,590.00
(1) 24" TRENCHING BKT (New Cplr Style) K7119-24" TRENCHING BKT (New Cplr Style)	$1,514.00
(1) AT&T TELEMATICS MODEM DCU6700-AT&T TELEMATICS MODEM	$444.00
(1) EXCAVATOR & WL TELEMATICS HARNESS K6704A-EXCAVATOR & WL TELEMATICS HARNESS	$160.00
(1) KUBOTA KONNECT HYD COUPLER KX040-4 K7102-KUBOTA KONNECT HYD COUPLER KX040-4	$4,543.00
(1) HYDRAULIC COUPLER BASE KIT K7100-HYDRAULIC COUPLER BASE KIT	$5,192.00
Configured Price:	$80,443.00
Sourcewell Discount:	($19,306.32)
SUBTOTAL:	$61,136.68
2Yr KX040-4R3 Extended Warranty (4000 hrs.)	$2,500.00
Dealer Assembly:	$605.00
Freight Cost:	$737.50
PDI:	$400.00
Labor to install telematics, quick coupler kit for bucket	$210.00
Total Unit Price:	$65,589.18
Quantity Ordered:	1
Final Sales Price:	$65,589.18

Final pricing will be based upon pricing at the time of final delivery to Sourcewell members.
Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

DRAFT

*Some series of products are sold out for 2022. **All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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198.143.57.2

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 6.**

Meeting Date: 10/02/2023

Prepared By: Theresa Hutchinson, Parks & Recreation Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7177***

Authorizing the City Manager to Execute a Sub-Rental Agreement for a New Field Line Marking Robot from Turf Tank for the Grounds Maintenance Department through the Buyboard

Issue:

To consider approval of a resolution Authorizing the City Manager to Execute a Sub-Rental Agreement for a New Field Line Marking Robot from Turf Tank through the Buyboard for the Grounds Maintenance Department.

Background:

The Turf Tank is an autonomous robotic field painter for sports fields. It will decrease the amount of time and staff required to line sports fields. It will also decrease the amount of paint needed to line each field. Procuring through the Buyboard purchasing cooperative satisfies competitive bidding requirements under Texas Local Government Code Chapter 271.

Origination:

Grounds Maintenance

Financial Consideration:

The new field line marking robot will be purchased from Turf Tank, over a seventy-two (72) month term, under a lease-purchase agreement. The initial payment will be $12,700.00, with five (5) additional annual payments of $11,000.00. Total price for the seventy-two-month term is $67,700.00.

Staff Recommendation:

It is recommenced that staff be authorized to execute a sub-rental agreement for a new field line marking robot from Turf Tank through Buyboard.

Alternatives:

As may be directed by City Council

Attachments

Resolution No. 7177
Turf Tank Agreement
Buyboard Agreement

RESOLUTION NO. 7177

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A SUB-RENTAL AGREEMENT FOR A NEW FIELD LINE MARKING ROBOT FROM TURF TANK FOR THE GROUNDS MAINTENANCE DEPARTMENT THROUGH BUYBOARD; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to execute a sub-rental agreement with Turf Tank through Buyboard for a new field line marking robot at a total price of Sixty Seven Thousand Seven Hundred and No Cents ($67,700.00). Any agreements related to the sub-rental agreement must be approved by the City Attorney. Funds for this sub-rental agreement are being committed out of the City of Sherman's fiscal year 2023-2024 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 2nd day of October 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____

LINDA ASHBY, CITY CLERK **DAVID PLYLER, MAYOR**

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

BY: _____

RYAN D. PITTMAN, CITY ATTORNEY

DocuSign Envelope ID: 8F2387EB-4C06-4D9E-BD60-75887D41F52B

TURF TANK

TURF TANK™

Sub-Rental Agreement

CUSTOMER					
Company Name Sherman Parks and Rec.		Country United States		Phone Number	
Billing Address 1002 N Music St	City Sherman	State TX	Zip 75090	Rental Order Requisition Number 4081548770	
PALLET DELIVERY Address (Estimated Weight: Up to 400lbs.)	City	State	Zip	Send Invoice to Attention of:	

EQUIPMENT INFORMATION						
Equipment Description	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A If Necessary)	New	Used
Turf Tank TWO Robot	PLUS		1	GPS Line Marking Robot	✔	

PAYMENT INFORMATION										
Payment Frequency Quarter	Annual	Other	Number of Payments	Rental Payment	Applicable Sales Tax	Total Rental Payment	Currency	USD	Installation Fee	+ $1,700
	✔		6	+ $11,000	+	= $66,000	Term (Months)	72	1st period Payment (Due at Install)	+ $11,000
				+	+	=			Other	+
				+	+	=	Total Payment Term	$67,700	Total Payment Enclosed	= $12,700

TERMS AND CONDITIONS

1. Sub-Rental Agreement: Sherman Parks and R (name of Customer) (the "Customer" or "You") agree to rent from us (the "Sub-lessor") the equipment listed above and, on any schedule, attached to this Sub-Rental Agreement (the "Equipment"). Turf Tank ApS (the "Owner") holds full and unconditional title to the Equipment (see Section 2 below). The Owner has prior to this Sub-Rental Agreement rented the Equipment to the Sub-lessor on a separate rental agreement under which the Sub-lessor is entitled to sublease the Equipment on the Terms and Conditions stipulated in this Sub-Rental Agreement. This Sub-Rental Agreement is effective on the date that it is accepted and signed by us, and the term of this Sub-Rental Agreement begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. This agreement shall automatically renew for a term of twelve (12) months (an "Extended Term") unless either party notifies the other party that it wishes to terminate the agreement at least thirty (30) days prior to the expiration of the original term, and thirty (30) days prior to the expiration of any Extended Term. With each additional term, the existing warranty will remain in effect, and the parties agree that the payment hereunder shall be increased by three percent (3%) during each Extended Term. Payments are due upon receipt of invoices issued by Sub-lessor. If the Equipment is delivered prior to the Commencement Date, you agree to pay a prorated amount calculated as a per day rate utilizing the monthly amount hereunder divided by thirty (30). Any amendment or revision to this Agreement must be in writing and signed by both parties to be enforceable. In addition to rental payments, Customer agrees to pay when due, either directly or as reimbursement to us, all sales, use and personal property taxes and charges in connection with ownership and use of the Equipment, unless Customer is exempt from paying such taxes and charges by law. Any such applicable charges will be reflected on invoices issued by Sub-lessor.

2. Title: The Owner, Turf Tank ApS, a Danish private limited company validly incorporated under the laws of Denmark with company registration no. 36722436 and its registered address at Lansen 15 DK9230 Svenstrup J, has full and unconditional title to the Equipment. If this Sub-Rental Agreement is deemed to be a security agreement, you grant Sub-lessor – and ultimately the Owner – a security interest in the Equipment and any proceeds therefrom. By signing this Agreement, Customer authorizes Sub-lessor to sign and file Uniform Commercial Code ("UCC") financing statements on the Equipment.

3. Equipment Use, Maintenance, Warranties and Data Access: Sub-lessor hereby transfers to you any manufacturer warranties provided to us and/or the Owner. Said warranty coverage is set forth on Appendix B to this Agreement. Aside from items covered by the warranty, Customer is required at Customer's cost to keep the Equipment in good working condition and to pay for all supplies and repairs. If the Rental Payments include the cost of maintenance and/or service provided by a third party, Customer agrees that neither Sub-lessor nor the Owner are responsible to provide the maintenance or service and Customer will make all claims related to maintenance and service to the third party. You agree that any claims related to maintenance or service will not impact Customer's obligation to pay all the Rental Payments when due. Customer hereby acknowledges and consents to the acquisition by Sub-Lessor of certain data utilized to operate the equipment. Customer agrees that Sub-Lessor may access such data and Sub-Lessor agrees that it will keep all such data strictly confidential and that it will only be used to maintain, repair, or service the Equipment.

4. Assignment: Customer agrees not to transfer, sell, sublease, assign, pledge, or encumber either the Equipment or any rights under this Sub-Rental Agreement without Sub-lessor's prior written consent. Customer agrees that Sub-lessor may sell, assign, or transfer this Sub-Rental Agreement and the new owner of this Agreement shall have the same rights and benefits Sub-lessor now has and shall not be required to perform any of Sub-lessor's obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us, the Owner or any third party.

5. Risk of Loss: Customer is responsible for all risks of loss or damage to the Equipment and if any loss occurs, Customer shall be required to satisfy all of its obligations under this Sub-Rental Agreement. Neither we nor the Owners are responsible for any losses or injuries caused by the Equipment, and you will reimburse us and/or the Owner and defend us and/or The Owner against any such claims.

6. End of Sub-Rental Agreement: At the end of the rental term, Customer shall return to Sub-lessor or the Owner, as directed by Sub-lessor, the Equipment in good working condition at Customer's cost.

7. Default and Remedies: Customer shall be deemed in default on this Sub-Rental Agreement if: a) you fail to pay a Rental Payment or any other amount when due; or b) you breach any other obligation under this Sub-Rental Agreement or any other (Rental or Sub-Rental) Agreement with us. If you are in default, we may: a) declare the entire balance of unpaid Rental Payments for the full term under the Sub-Rental Agreement immediately due and payable to us; b) sue you for and receive the total amount due under the Sub-Rental Agreement plus the Equipment's anticipated end of Sub-Rental Agreement fair market value the ("Residual") with future Rental Payments and the Residual discounted to the date or default at the lesser of (i) per annum rate equivalent to that of U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining term of the Sub-Rental Agreement, all as reasonably determined by us, or (ii) 3%, plus reasonable collection and legal cost; c) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; and d) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of this Sub-Rental Agreement. If the Equipment is returned or repossessed, Sub-lessor shall take reasonable steps to mitigate losses caused by Customer's default. Such steps may include the sale or re-rent of the Equipment, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. Customer shall remain liable for any deficiency with any excess being retained by Sub-lessor.

8. Default by the Sub-lessor – subrogation by the Owner: Should the Sub-lessor default on the rental agreement with the Owner of the Equipment, you accept that the Owner will have the right to subrogate into the Sub-lessor's legal position under this Sub-Rental Agreement and thus become a party (the new lessor) to this Sub-Rental Agreement assuming the same rights and obligations under the Sub-Rental Agreement as the Sub-lessor prior to its default. The Owner will give you a prompt notice of the Sub-lessor's default and that any and all payments pending or due under this Sub-Rental Agreement by you at the time of the Sub-lessor's default can only be made in full discharge to the Owner of the Equipment.

9. Attorney Fees and Miscellaneous: Customer agrees that this Sub-Rental Agreement is a "Finance Lease" as defined in Article 2A of the UCC. You acknowledge we have given you the name of the Owner and agree that you may have rights under this contract with the Owner and you may contact the Owner for a description of these rights. If requested, you will sign a separate Equipment acceptance certificate. This Sub-Rental Agreement was made in Georgia (GA), is to be performed in TX and shall be governed in accordance with the laws of TX. Any action arising out of this Agreement shall be adjudicated in a court of competent jurisdiction in Cobb County, Georgia. Customer agrees that the Equipment will only be used for business purposes and not for personal, family or household use, and will not be moved from the above location or a location under the control of Customer, without our consent. We, or whoever we authorize hereto, may inspect the Equipment during the term of this Sub-Rental Agreement. You agree that a facsimile or electronic mail copy of this Sub-Rental Agreement with facsimile or electronic mail signatures may be treated as an original and will be admissible as evidence of this Sub-Rental Agreement. In the event that legal action is required due to a breach of this Agreement, the parties hereby agree that the prevailing party in such action shall be entitled to an award of reasonable attorney fees and costs associated with the same

10. See Appendix C for Buyout options.

CUSTOMER GUARANTY & SIGNATURE

☒ You agree that this is a non-cancellable Sub-Rental Agreement with the exception of Appendix A.

Full Legal Name	Title	Date	Signature
Sean Hemperly			

LESSEE ACCEPTANCE

Full Legal Name	Title	Date	Signature

SUB-LESSOR

TURF TANK

Turf Tank, 3330 Cobb Parkway NW, Suite 324-380, Acworth, GA 30101, USA.

Rental Agreement Commencement	Rental Agreement Number	Date	Accepted by

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DLA PIPER

Turf Tank USA Inc. TURF TANK™ **Sub-Rental Agreement**

Appendix to Sub-Rental Agreement on Turf Tank One autonomous line marking robot

Appendix (A) – Annual Appropriation Clause

You believe that funds can and will be obtained in amounts sufficient to make all Rental Payments during the Rental term in each fiscal year. If your official governing body does not allow you funds for the succeeding fiscal year to continue such payments under the Sub-Rental Agreement, you may terminate the Sub-Rental Agreement at end of the current fiscal year, by giving (90) days prior written notice to us. Upon termination of the Sub-Rental Agreement, you will be responsible for the payment due prior to the end of the 90-day notice period referred to above. Upon the occurrence of this event, you shall, at your cost and expense, both restore the Equipment to its original condition (excepting only reasonable wear and tear) and return it to us in accordance with the terms set forth in the Sub-Rental Agreement.

For the Customer:

Title:

_____

Full Legal Name:

Sean Hemperly

Accepted by and Date:

_____

Customer Signature:

_____

For the Sublessor, Turf Tank USA Inc.

Sub-Rental Agreement Commencement Date

_____

Sub-Rental Agreement Number

_____

Accepted by and Date:

_____

Sublessor Signature:

_____

Appendix A

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TURF TANK

Turf Tank Warranty

Component List - **Warranty parts**

Parts	Basic	Plus	Pro
Control Unit	√	√	√
Front Console	√	√	√
Harness	√	√	√
Rover	√	√	√
Base Station	√	√	√
Tablet	√	√	√
Robot Chassis	√	√	√
Wheel Motors	√	√	√
Battery Box	√	√	√
Main Breaker 30 amp			√
Actuator			√
Safety Bumper - Front			√
Safety Bumper - Rear			√

Above Warranty does not cover breakdowns and general repairs directly caused by the owner/operator neglect, accidental damage, abuse or misuse, including inadequate cleaning and improper storage.

All components are only covered in year 1 of the warranty, coverage of components in followings years shown in above table.

- Basic warranty depending on subscription duration
- Plus warranty depending on subscription duration
- Pro warranty depending on subscription duration

Turf Tank Service Agreement

Service Component List - **Wear and tear parts**

Parts	Basic	Plus	Pro
Solenoid			√
Pump			√
Suction rod			√
Hoses			√
Deflector			√
Disc			√
Wheels			√
Robot Battery			√
Courtesy robot (If necessary)			√

Basic & Plus Service Agreement: No service components covered

Basic & Plus Service Agreement: All extra wear and tear parts listed above will have 20% discount to listed price within 30 days of install date. Labor costs for changing the components will not be covered by the service agreement.

Pro Service Agreement: Customer will receive 1 "Service Kit" in the start of the subscription and will also receive 1 "Service Kit" listed below one time per year. Labor costs for changing the components will be covered.

Service Kit: Includes 1-Solenoid, 1-Pump, 1- Suction rod assembly, 1- tubing set. Available for seperate puchase as well at discounted rate.

Appendix B

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TURF TANK®

Rental to Outright Purchase Option:
PLUS
Appendix C

Plus	1	2	3	4	5	6
Total $ Amount Applied	$8,000	$16,000	$20,000	$24,000	$0	$0
Conversion Price	$43,000	$35,000	$31,000	$27,000	$27,000	$27,000
Annual Customer Care Plan	*Annual Customer Care Plan will still be applied for the remaining years of the 6-year contract, after the conversion purchase year. ($3,999)					

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TURF TANK®

[TX] Sherman Parks and Recreation - Plus Subscription

[TX] Sherman Parks And Recreation
1002 N Music St
Sherman, TX 75090
United States

Reference: 20230420-170936201
Quote created: April 20, 2023
Quote expires: November 2, 2023
Quote created by: Tonnell Wilson
Regional Territory Manager
tonnell.wilson@turftank.com

Sean Hemperley
Maintenance Superintendent
seanh@cityofsherman.com
+19038927344

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
US - Turf Tank Plus Package - Subscription Includes: - GPS Paint Robot + GPS Package (Includes Android Tablet) - Continuous Software Improvements - Free Form Text Creation - Standard Geometry Package - Extended Geometry Package - Paint: $2,000 Allotment of Paint (White) - (2) Robot Batteries - Customer Support: Normal Business Hours (Mon-Fri) - Hardware Warranty Program: Limited (Excludes Consumables)		1	$11,000.00 / year	$11,000.00 / year for 6 years

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Item & Description	SKU	Quantity	Unit Price	Total
US - Turf Tank Plus Package - Upfront Implementation Cost Includes: - Configuration & Shipping of Robot - Secure Inventory & Lock in Installation Date - Product Training & Online Resources		1	$1,700.00	$1,700.00

Annual subtotal	$11,000.00
One-time subtotal	$1,700.00
Total	**$12,700.00**

Purchase terms & Comments

BuyBoard Contract Number is 706-23

Invoice Type	**Invoice Details**
Implementation Fee Invoice	**Implementation Fee Invoice** must be paid prior to the shipment and installation of the robot. The invoice for Implementation Fee should be available within 24 hours after the contract has been signed and returned. The invoice will be emailed to the billing contact on file and will be from billing@turftank.com.
First Invoice	**First Invoice** will be emailed and made available within 24 hours after the robot has been shipped. Payment will be due at the installation and training of the robot. The invoice will be emailed to the billing contact on file and will be from billing@turftank.com.

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Signature

Signature

Date

Sean Hemperly

Printed name

Questions? Contact me

Tonnell Wilson
Regional Territory Manager
tonnell.wilson@turftank.com

Turf Tank
3330 Cobb Parkway NW
Suite 324-380
Acworth, GA 30101
United States

DocuSign Envelope ID: 8F2387EB-4C06-4D9E-BD60-75887D41F52B

TURF TANK®
WWW.TURFTANK.COM

Intelligent Marking USA, Inc. dba Turf Tank

8790 F Street, Suite 830, Omaha, NE 68127
Phone: 877-396-4094| billing@turftank.com

BUSINESS CONTACT INFORMATION

Company Name			
DBA (if different)			
Invoice/AP Contact			
Invoice/AP Phone	Fax	Invoice/AP Email	
Address			
City		State	ZIP Code
Are you sales tax exempt? _____Yes _____No		Tax Exempt #	
Purchase order Required? ____Yes (Please attach) ____No Purchase Order Number: _____			
Payment Options			
ACH Payment or Credit Card (Preferred Payment Method)	_____ Yes _____ No *Option available via emailed invoice.*	*If ACH/CC is selected, you will be automatically enrolled in recurring auto payments after the first payment unless you opt out. Opt Out: _____ Yes _____ No	
Check	_____ Yes _____ No	*Send checks to address provided above*	

1. All invoices are to be paid 30 days from the date of the invoice.
2. If tax exempt certificate required.

Please send a copy of your Tax Exempt Certificate/Letter (*if applicable*) to **emily.thuss@turftank.com**

Signature: _____

Printed Name: Sean Hemperly

Date: _____

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TURF TANK®

ACCURATE. CONSISTENT. EFFICIENT.

Office Support Sales

We've got your back

1.500+
Customers Worldwide

140+
Employees Globally

World's 1st autonomous line marking robot

- 50% savings on paint
- 90% savings on labor
- 100% accurate lines

BEST REVIEWED
Line Marking Robot
USA
2022

Official Supplier Of

USL

Official Partner Of

AFCA

SFMA

SPORTS FIELD MANAGEMENT ASSOCIATION
WHERE THE GAME BEGINS

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT

RECEIVED JUL 15 '02

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. **Term.** The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. **Termination.**
    a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
    b. By the Cooperative. The Cooperative may terminate this Agreement by:
        1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
        2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

c. Termination Procedure. If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.

4. **Payments.**
   a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
   b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

TO BE COMPLETED BY THE COOPERATIVE:
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: _____ Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By: _____ Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name:	MARYANN WINKLER
Address:	405 N. RUSK STREET
	SHERMAN, TEXAS 75090
Phone:	(903) 892-7285
Fax:	(903) 891-0255
Email:	PURCH@TEXOMA.NET

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 7.**

Meeting Date: 10/02/2023

Prepared By: Nic Emmons, Assistant Police Chief

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7178***

Authorizing the Purchase of TASER 7 Certification Bundles for the Sherman Police Department from Axon Enterprise, Inc. Through Buyboard

Issue:

To consider approval of a resolution to purchase TASER 7 Certification Bundle for the Sherman Police Department from Axon Enterprise Inc. through Buyboard purchasing cooperative.

Background:

The requested purchase will update the police department's Conductive Energy Devices (CED), otherwise known as tasers, at a total cost of $342,192.60. The current CED's are past their life cycle and no longer support maintenance. This will allow for training cartridges in addition to the new CED's for the life of the program. Purchasing through the Buyboard purchasing cooperative satisfies the competitive bidding requirements under Texas Local Government Code Chapter 271.

Origination:

Sherman Police Department

Financial Consideration:

The total cost of purchase for the tasers is $342,192.60, which will be broken up into five annual payments of about $68,000, the first payment of which is due November 2023.

Staff Recommendation:

Staff recommend approval

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 7178
Quote
Buyboard Agreement

RESOLUTION NO. 7178

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF TASER 7 CERTIFICATION BUNDLES FOR THE SHERMAN POLICE DEPARTMENT FROM AXON ENTERPRISE, INC THROUGH BUYBOARD; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Axon Enterprise, Inc., TASER 7 Certification Bundles at a total price of Three Hundred Forty Two Thousand, One Hundred Ninety Two dollars and Sixty cents ($342,192.60). Any agreements related to the purchase must be approved by the City Attorney.

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 2nd day of October 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____

LINDA ASHBY, CITY CLERK **DAVID PLYLER, MAYOR**

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

BY: _____

RYAN D. PITTMAN, CITY ATTORNEY

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-455735-45180.834MA

Issued: 09/11/2023

Quote Expiration: 10/13/2023

Estimated Contract Start Date: 12/15/2023

Account Number: 116796
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
Sherman Police Dept. - TX 317 S TRAVIS ST SHERMAN, TX 75090-7146 USA	Sherman Police Dept. - TX 317 S TRAVIS ST SHERMAN TX 75090-7146 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:	Nic Emmons Phone: 903-892-7279 Email: nice@cityofsherman.com Fax: 1(903) 8927395

Quote Summary

Program Length	60 Months
TOTAL COST	$342,192.60
ESTIMATED TOTAL W/ TAX	$342,192.60

Discount Summary

Average Savings Per Year	$10,738.00
TOTAL SAVINGS	$53,690.00

Payment Summary

Date	Subtotal	Tax	Total
Nov 2023	$68,438.52	$0.00	$68,438.52
Nov 2024	$68,438.52	$0.00	$68,438.52
Nov 2025	$68,438.52	$0.00	$68,438.52
Nov 2026	$68,438.52	$0.00	$68,438.52
Nov 2027	$68,438.52	$0.00	$68,438.52
Total	**$342,192.60**	**$0.00**	**$342,192.60**

Quote Unbundled Price:	**$395,882.60**
Quote List Price:	**$352,142.60**
Quote Subtotal:	**$342,192.60**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
T7Cert	TASER 7 Certification Bundle	81	60	$79.41	$70.41	$70.41	$342,192.60	$0.00	$342,192.60
A la Carte Services									
85147	CEW STARTER	1			$9,950.00	$0.00	$0.00	$0.00	$0.00
Total							**$342,192.60**	**$0.00**	**$342,192.60**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
TASER 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	81	11/15/2023
TASER 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	2	11/15/2023
TASER 7 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	97	11/15/2023
TASER 7 Certification Bundle	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	2	11/15/2023
TASER 7 Certification Bundle	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	73	11/15/2023
TASER 7 Certification Bundle	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	8	11/15/2023
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	243	11/15/2023
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	162	11/15/2023
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	243	11/15/2023
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	162	11/15/2023
TASER 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	162	11/15/2023
TASER 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	162	11/15/2023
TASER 7 Certification Bundle	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	11/15/2023
TASER 7 Certification Bundle	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	11/15/2023
TASER 7 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	11/15/2023
TASER 7 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	11/15/2023
TASER 7 Certification Bundle	74200	TASER 6-BAY DOCK AND CORE	1	11/15/2023
TASER 7 Certification Bundle	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	11/15/2023
TASER 7 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	11/15/2023
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	162	11/15/2024
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	162	11/15/2024
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	162	11/15/2025
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	162	11/15/2025
TASER 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	162	11/15/2025
TASER 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	162	11/15/2025
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	162	11/15/2026
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	162	11/15/2026
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	162	11/15/2027
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	162	11/15/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	81	12/15/2023	12/14/2028
TASER 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	12/15/2023	12/14/2028

Services

Bundle	Item	Description	QTY
TASER 7 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1

Services

Bundle	Item	Description	QTY
TASER 7 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 7 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 7 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 7 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 7 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
TASER 7 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
TASER 7 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
TASER 7 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
TASER 7 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
TASER 7 Certification Bundle	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	81
A la Carte	85147	CEW STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 7 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	97	12/01/2024	12/14/2028
TASER 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	81	12/01/2024	12/14/2028
TASER 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	2	12/01/2024	12/14/2028
TASER 7 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	12/01/2024	12/14/2028

Payment Details

Nov 2023						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 1	85147	CEW STARTER	1	$0.00	$0.00	$0.00
Year 1	T7Cert	TASER 7 Certification Bundle	81	$68,438.52	$0.00	$68,438.52
Total				**$68,438.52**	**$0.00**	**$68,438.52**

Nov 2024						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 2	85147	CEW STARTER	1	$0.00	$0.00	$0.00
Year 2	T7Cert	TASER 7 Certification Bundle	81	$68,438.52	$0.00	$68,438.52
Total				**$68,438.52**	**$0.00**	**$68,438.52**

Nov 2025						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 3	85147	CEW STARTER	1	$0.00	$0.00	$0.00
Year 3	T7Cert	TASER 7 Certification Bundle	81	$68,438.52	$0.00	$68,438.52
Total				**$68,438.52**	**$0.00**	**$68,438.52**

Nov 2026						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 4	85147	CEW STARTER	1	$0.00	$0.00	$0.00
Year 4	T7Cert	TASER 7 Certification Bundle	81	$68,438.52	$0.00	$68,438.52
Total				**$68,438.52**	**$0.00**	**$68,438.52**

Nov 2027						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	85147	CEW STARTER	1	$0.00	$0.00	$0.00
Year 5	T7Cert	TASER 7 Certification Bundle	81	$68,438.52	$0.00	$68,438.52
Total				**$68,438.52**	**$0.00**	**$68,438.52**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/11/2023

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT

RECEIVED JUL 15 '02

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. **Term.** The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. **Termination.**
    a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
    b. By the Cooperative. The Cooperative may terminate this Agreement by:
        1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
        2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

c. Termination Procedure. If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.

4. **Payments.**
   a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
   b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

TO BE COMPLETED BY THE COOPERATIVE:
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: _____ Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By: _____ Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name:	MARYANN WINKLER
Address:	405 N. RUSK STREET
	SHERMAN, TEXAS 75090
Phone:	(903) 892-7285
Fax:	(903) 891-0255
Email:	PURCH@TEXOMA.NET

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 8.**

Meeting Date: 10/02/2023

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7179***

Authorizing the Purchase of a New Case Compact Track Loader from ASCO Equipment for the Neighborhood Services Department through the Buyboard

Issue:

To consider approval of a resolution to purchase a new Case Compact Track Loader from ASCO Equipment through the Buyboard purchasing cooperative

Background:

The requested purchase for Neighborhood Services will replace unit 820, which has reached the end of its useful life.

Purchasing through the Buyboard purchasing cooperative satisfies competitive bidding requirements under Texas Local Government Code Chapter 271.

Origination:

Neighborhood Services

Financial Consideration:

The purchase of the new compact track loader from ASCO Equipment, in the amount of $118,400.00, has been approved in the FY 2024 budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase a new Case compact track loader from ASCO Equipment through Buyboard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 7179
Buyboard Agreement
ASCO quote

RESOLUTION NO. 7179

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW CASE COMPACT TRACK LOADER FROM ASCO EQUIPMENT FOR THE NEIGHBORHOOD SERVICES DEPARTMENT THROUGH BUYBOARD; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from ASCO Equipment through Buyboard a new Case compact track loader at a total price of One Hundred Eighteen Thousand Four Hundred Dollars and No Cents ($118,400.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2023-2024 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 2nd day of October 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT

RECEIVED JUL 15 '02

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. **Term.** The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. **Termination.**
    a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
    b. By the Cooperative. The Cooperative may terminate this Agreement by:
        1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
        2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

c. Termination Procedure. If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.

4. **Payments.**
   a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
   b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

TO BE COMPLETED BY THE COOPERATIVE:
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: _____ Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By: _____ Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name:	MARYANN WINKLER
Address:	405 N. RUSK STREET
	SHERMAN, TEXAS 75090
Phone:	(903) 892-7285
Fax:	(903) 891-0255
Email:	PURCH@TEXOMA.NET

Proposal

Quote Expires - Sep 30,2023

Sep 20,2023

CITY OF SHERMAN - FLEET

QUO-27954-Y1R8K9

Dealer :

ASCO EQUIPMENT
3600 E HWY 82
SHERMAN, TX 75090

Robert Allen

Customer :

CITY OF SHERMAN - FLEET
P O BOX 1106
SHERMAN, TX 75091-1106

Chip Matthews

Equipment

Year	Serial Number	Description	Equipment Tag	Price
2023	JAFTV620CPM401365	Case TV620B Compact Track Loader	EQ0160021	$ 112,000.00
		5YR/2000HR Premier Warranty w/ TTM		$ 5,900.00
		Standard Flow Couplers (REQUIRED FOR GRAPPLE		$ 500.00
			Sub Total:	**$ 118,400.00**

Equipment Specification

NEW CASE TV620B Compact Track Loader - Limited CAB DEMO Door - Enhanced High Flow Auxiliary - 16,000LB Operating Weight
114HP FPT Diesel Engine (Requires DEF) - 6200LB Operating Capacity - LCD Screen with Rear View Camera -
Factory Warranty 2YR/2000HR -BUYBOARD PRICING For City of Sherman -
-NO BUCKET REQUESTED - Sold without attachment

KEEP YOU GOING NOT available as operating in a DEMO environment.

Pricing Summary

Trade-In Amount	$ 0.00
Net Purchase Price	**$ 118,400.00**
Grand Total	**$ 118,400.00**

Finance Option #1	
Months	0
Rate	0
Est. Monthly Pmt	$ 0.00

Do not wire money without verbal confirmation of wiring instructions by an ASCO team member.
There are numerous reports of people being taken advantage of by bad actors, so please be diligent to protect yourselves.

ADDITIONAL TERMS AND CONDITIONS

This proposal is subject to the additional ASCO Terms and Conditions which are attached to and made a part of this proposal by reference. Customer should read the Terms and Conditions and consult with an attorney or legal advisor to answer questions regarding this proposal or the Terms and Conditions. This proposal is a contract between the parties upon signature by the customer and acceptance by seller's management. Effective on the latest date shown below the signature of each party. **Price, terms, and delivery date are subject to approval by the management of ASCO. This proposal expires 10 days from the date stated above unless the proposal has been signed by both the customer and ASCO**

Accepted :

_____

Customer

Proposed :

_____

Robert Allen

TERMS AND CONDITIONS
[MADE PART OF THE PROPOSAL FOR THE PURCHASE OF EQUIPMENT]

1. **General**. These Terms and Conditions are part of the Proposal, which becomes a contract upon Seller's acceptance of the Proposal.

2. **Payment of Net Purchase Price**. Unless otherwise stated in the Proposal, Buyer (sometimes referred to in the Proposal as the "Customer") will pay ASCO (the "Seller") the Net Purchase Price for the Equipment as stated in the Proposal on or before the delivery of the Equipment. Seller reserves the right to require from Buyer a cash down payment (the "Cash Down Payment") to be paid by check or wire transfer of funds prior to the order or the delivery of the Equipment from the Manufacturer. Any required Cash Down Payment must be received within 3 business days after the date that such payment is requested; otherwise, Seller will have the option of terminating this Proposal, in which event neither party will any further duties or obligations hereunder. The balance of the Sales Price (after crediting the "Cash Down Payment," if any) will be paid by Buyer by check or wire transfer of funds immediately preceding the delivery of the Equipment, and upon Buyer being notified by ASCO that the Equipment is available for delivery. Any Cash Down Payment is non- refundable due to Buyer's inability to obtain financing, or for any other reason resulting from Buyer's inability or unwillingness to purchase the Equipment; however, Buyer will be entitled to a refund of the Cash Down Payment upon ASCO'S failure to perform its obligations under the Proposal or should the Manufacturer fail to fulfill the order within a reasonable period of time. The amount of the Cash Down Payment may vary depending on circumstances or financing related to each sale. If Buyer is obtaining financing for the purchase of the Equipment from a third party lender, such financing must be obtained within 3 business days from the date of this Proposal; and if such financing is not obtained, this Proposal may be terminated at the option of either party. Unless otherwise described in this Proposal, no financing is being offered by Seller.

3. **Cancellation Charge**. A cancellation charge of 20% of the Total Purchase Price is payable by Customer on all cancelled orders.

4. **Taxes, Delivery Fees and Other Fees**. Any taxes related to the sale of the Equipment will be paid by Buyer at the time that such taxes become due. Unless otherwise stated in the Proposal, the Net Purchase Price DOES NOT include any applicable taxes, delivery fees, or other applicable fees.

5. **Trade-in Equipment**. If the Trade-in Equipment is not being delivered to Seller until after the effective date of this Proposal, Buyer represents and warrants to Seller that there will not be a material increase in the hours of use on the Trade-in Equipment or a material change in the condition of the Trade-in Equipment; and, if Seller determines in its sole opinion that such a material change has occurred, Seller will be entitled to reappraise the Trade-in Equipment at the time of receipt of such equipment and to adjust the Trade Allowance and Net Trade Allowance as stated in the Proposal. If Seller reappraises the Trade-in Equipment at an amount which is less than the original Trade Allowance by more than five percent (5%), Buyer may terminate this Proposal provided that such termination is made prior to the delivery of the Equipment; and, provided further that upon such termination, Seller has the option of retaining all or any portion of the Cash Down Payment as reimbursement for expenses incurred in regard to this transaction.

6. **Non-Performance by Seller**. Seller is excused from performance under the terms of this Proposal if delivery is delayed, or rendered impractical or impossible by work stoppages, strikes, delays in transportation, inability to obtain labor or materials, supply-chain delays, and by any other cause or reason beyond the reasonable control of Seller, including but not limited to acts of God, disease, pandemic, weather, and civil unrest or insurrection; and if Seller is unable to perform for the reasons stated in this paragraph, Buyer's sole remedy is termination of this Proposal and the return of its Cash Down Payment, if any.

7. **Buyer's Default**. Should Buyer default under the terms of this Proposal, ASCO may terminate this Proposal and retain the Cash Down Payment as liquidated damages; or, ASCO may seek such other relief as provided by law or in equity. Upon ASCO's failure to deliver the Equipment (other than its failure to timely deliver the Equipment due to the fault of Manufacturer or any third party, which shall not be a default by ASCO), Buyer may, as its sole remedies, terminate this Proposal and receive a refund of the Cash Down Payment; or, Buyer may enforce specific performance of ASCO'S obligations under this Proposal, provided that the Equipment can be obtained by ASCO from the Manufacturer within a reasonable period of time. An action for specific performance by either party must be initiated, if at all, within 90 days after the alleged breach of this Proposal. Until Buyer has fully paid for the Equipment, ASCO retains a lien on the Equipment in accordance with the *Texas Business and Commerce Code* and Buyer authorizes ASCO to perfect such lien by filing a financing statement with any governmental filing offices as required for perfecting such lien. *Under no circumstances will ASCO be liable to Buyer for any consequential, special, indirect, incidental, exemplary, or punitive damages, including without limitation, loss of profits, loss of business opportunity, or loss of prospective revenue, arising out of this Proposal or the Equipment to be provided under this Proposal. The prevailing party in any litigation shall be entitled to recover reasonable attorney's fees and court costs.*

8. **Entire Agreement; Modification**. This Proposal constitutes the entire agreement between the parties, and any modification or amendment must be in writing and signed by authorized representatives of both Buyer and Seller.

9. **Jurisdiction and Venue**. This Proposal shall be construed and enforced in all respects in accordance with the laws of the State of Texas and the laws of the United States applicable to transactions in Texas, and venue for any lawsuits or legal proceedings related to this Proposal or the Equipment will be in Lubbock County, Texas.

10. **Delivery**: The risk of loss will pass to Buyer immediately upon the Equipment being: (i) picked up by Buyer or (ii) delivered to customer's location. The delivery of the Equipment as described above is subject to performance and delivery by the manufacturer of the Equipment (the "Manufacturer"), which the Seller and Buyer agree may cause the actual delivery date to vary, and which Seller is unable to control. If Seller has provided Buyer with an "estimated lead time" for delivery of the Equipment, Buyer agrees that the lead time has been provided by the Manufacturer of the Equipment and Buyer is given notice that such time may vary depending on circumstances which are beyond the control of Seller. Seller's delivery of the Equipment to Buyer by any date stated in the Proposal, if any, is subject to Manufacturer's delivery of the Equipment to Seller in accordance with the lead time provided solely by the Manufacturer.

11. **Completion of Blanks**. Buyer authorizes Seller to unilaterally insert the serial number(s) and/ or model numbers of the Equipment on the previous pages of this Proposal for the purpose of identifying the Equipment or correcting errors.

12. **Price Increases**. If the equipment is being ordered from the manufacturer, the price stated herein is an estimate; and, to reflect any increases due to material availability or other factors beyond the control of Seller, the price stated in this Proposal is subject to increase to reflect any price increase imposed by the manufacturer between the date of this Proposal and the delivery date of the Equipment to Buyer.

13. **Final Agreement; Buyer's Performance.**. All sales are expressly conditional on Buyer's agreement to these Terms and Conditions which are part of the Proposal. **Buyer's execution of this Proposal; or, any order or statement of intent by Buyer to purchase the Equipment and/ or any other products or services as described in this Proposal from ASCO; or, any directions by Buyer to proceed with procurement or shipment of the Equipment or any other products or services described in this Proposal; or, acceptance by Buyer of the Equipment, products and/ or services; or, payment of all or part of such Equipment, products and/ or Services as described in this Proposal; shall constitute assent to these Terms and Conditions by Buyer.** ***Any different or additional terms and conditions proposed by Buyer in a purchase order or any other document, are objected to by ASCO and will not be binding upon ASCO unless specifically assented to in writing by an authorized representative of ASCO.*** The person signing this Proposal on behalf of Buyer is an authorized representative with authority to sign this Proposal.

14. **DISCLAIMER OF WARRANTIES ON EQUIPMENT:**

ASCO is not the manufacturer of the Equipment. The only warranties offered in regard to the Equipment are those of the Manufacturer. Warranty remedies offered by the Manufacturer of the Equipment are Customer's exclusive remedies. **ASCO EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, RELATED TO THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, MERCHANTABLE QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. ASCO MAKES NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OFTHE EQUIPMENT; HOWEVER, ASCO'S DISCLAIMER OF WARRANTIES DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.** Customer is solely responsible for selecting the Equipment; and, ASCO has not selected the Equipment and is not responsible for the suitability of the Equipment for any use or purpose intended by Customer. Customer expressly waives any claim that it may have against ASCO based on any manufacturer product liability arising out of or related to the Equipment.

All used equipment is sold **AS IS, WHERE IS**, and **WITH ALL FAULTS**. Used equipment quoted in the Proposal is subject to prior sale and availability is not guaranteed.

ACCEPTED AND AGREED :

Signature of Buyer: _____

Print Name: _____

Title: _____

Date: _____

ASSOCIATED SUPPLY COMPANY, INC.

Seller's Representative: _____

Branch Manager: _____

Date: _____

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 9.**

Meeting Date: 10/02/2023

Prepared By: Zachary Flores, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7180***

Awarding a Bid to and Authorizing Execution of a Contract with Triple Crown Ford Lincoln, LLC for the Purchase of Three New Vehicles for the City of Sherman

Issue:

To consider awarding a bid to and authorizing execution of a contract for the purchase of three new vehicles, two Ford Explorers and one Chevy 1500, from Triple Crown Ford Lincoln, LLC of Stephenville, Texas, based upon a request for public bids.

Background:

On September 21, 2023, one (1) bidder responded to the request for bids. City staff recommends awarding the bid to the one responsive bidder in the amount of $148,347.50, for two (2) Ford Explorers and one (1) Chevy 1500, submitted by Triple Crown Ford Lincoln, LLC of Stephenville, Texas. The Ford Explorers will be utilized by the Sherman Police Department and the Chevy 1500 truck by Management Services.

Origination:

Management Services

Financial Consideration:

The total cost of the vehicles is $148,347.50.

Staff Recommendation:

It is recommended the City Council approve this request

Alternatives:

As may be directed by the City Council.

Attachments

Resolution No. 7180
Bid Tabulation
Invitation to Bid
Exhibit B_Bid Submittal
Exhibits C through E

RESOLUTION NO. 7180

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH TRIPLE CROWN FORD LINCOLN, LLC FOR THE PURCHASE OF THREE NEW VEHICLES FOR THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Triple Crown Ford Lincoln, LLC of Stephenville, Texas, is hereby awarded the bid for the purchase of three (3) new vehicles for the City of Sherman in the amount of One Hundred Forty-Eight Thousand Three Hundred Forty Seven Dollars and Fifty Cents ($148,347.50)**;** and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Triple Crown Ford Lincoln, LLC for the purchase of three new vehicles, 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 2023-2024 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 2nd day of October 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____

LINDA ASHBY, CITY CLERK **DAVID PLYLER, MAYOR**

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

BY: _____

RYAN D. PITTMAN, CITY ATTORNEY

CITY OF SHERMAN
BID TABULATION
Requirements for Purchase of Three New Vehicles for the City of Sherman ITB
BID OPENING Thursday, September 21, 2023; 2:00 PM

Vendor	New Ford Explorer #1 Pricing	New Ford Explorer #2 Pricing	New 1/2-Ton Truck Pricing	NOTES
Triple Crown Ford Lincoln - Gilchrist Automotive Group, LLC	$ 44,893.50	$ 45,295.50	$ 58,158.50	Option 2 for 1/2-ton truck -- 2023 Chevy 1500 Trail Boss $52,852.50

Exhibit A
Invitation to Bid

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

Invitation to Bid

For

PURCHASE OF THREE NEW VEHICLES FOR THE CITY OF SHERMAN
ITB No. 2023-22

Publication Dates: **Wednesday August 30, 2023**
Sunday September 3, 2023

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CITY OF SHERMAN, TEXAS

FINANCE DEPARTMENT

INVITATION TO BID - BID NO. 2023-22; **PURCHASE OF THREE NEW VEHICLES FOR THE CITY OF SHERMAN**

The enclosed **INVITATION TO BID** (ITB) and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **PURCHASE OF THREE NEW VEHICLES FOR THE CITY OF SHERMAN** 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 Thursday, September 21, 2023,** at the following address:

City of Sherman – Finance Department
Municipal Building
405 N. Rusk Street
Sherman, TX
903-892-7215
craigl@cityofsherman.com

Bids may be submitted by mail to the following address:

City of Sherman
Finance Dept. – ITB for PURCHASE OF THREE NEW VEHICLES FOR THE CITY OF SHERMAN - No. 2023-22

P.O. Box 1106
Sherman, TX 75091-1106

OR

Electronically at www.publicpurchase.com

OR

By delivery at the Municipal Building address listed above.

NOTICE TO BIDDERS

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Craig Long, Sherman Municipal Building, 405 N. Rusk, Sherman, Texas 75091 until the hour **2:00 PM on the 21st day of September, 2023,** at which time bids duly delivered and submitted will be considered for supplying the following:

BID NO. 2023-22 – PURCHASE OF THREE NEW VEHICLES FOR THE CITY OF SHERMAN

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 "PURCHASE OF THREE NEW VEHICLES FOR THE CITY OF SHERMAN 2023-22" on the exterior of the bid. Electronic submittals may only be made through Public Purchase at https://www.publicpurchase.com. No email or faxed bids will be accepted. Each bid shall be **manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.**

Please note that all bids **must be received at the designated location or through Public Purchase by the deadline shown**. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for **2:00 p.m., Thursday, September 21, 2023,** 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.

The City of Sherman will receive sealed bids for: **PURCHASE OF THREE NEW VEHICLES FOR THE CITY OF SHERMAN.**

Bidders should carefully examine all terms, conditions, specifications 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 Craig Long, Budget Analyst at craigl@cityofsherman.com, or via phone at (903) 892-7215.

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.

[Rest of Page Intentionally Left Blank]

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 commodity are not approved in the next fiscal year.

ASSIGNMENT OF BID/CONTRACT

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

BID CONSIDERATION / TABULATION

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

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 proposal to bidders sheet.
- Bids will not be accepted without a signature.
- Bids submitted by email or fax will not be accepted.
- The City is not responsible for mail service. See page 4, paragraph 2 of the Notice to Bidders.

BRAND NAMES

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

CHANGES OR ALTERATIONS

No part of this bid may be changed/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 to this bid will result in disqualification.***

COMPLETING INFORMATION

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

CONTRACT CLAUSE

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

TERMINATION

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

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

DELIVERY

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

DELIVERY DATE

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

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

provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INDEMNIFICATION

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers the vendor shall indemnify and save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

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

MISCELLANEOUS

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

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

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

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

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not

control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time. It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

PROVISIONAL CLAUSES

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

REJECTION OF BIDS

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

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

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

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

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

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for

which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

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

PROPOSAL DEFINITIONS:

"City" is the City of Sherman, Texas.
"Bidder" is an individual or business submitting a bid or proposal to the City of Sherman.
"Independent contractor" or "contractor" is one who contracts to perform work or furnish materials in accordance with a contract.

I. PROPOSAL TERMS

A. The City of Sherman reserves the right to reject any and all proposals received as a result of this ITB. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider. The City does not intend to award a contract fully on the basis of any response made to the proposal: the City reserves the right to consider proposals for modifications at any time before a contract would be awarded; and negotiations would be undertaken with the independent contractor whose proposal is deemed to best meet the City's specifications and needs.
B. Proposals must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
C. In the event it becomes necessary to revise any part of the ITB, addenda will be provided. The deadline for submission of proposals may be adjusted to allow for revisions. To be considered, the entire proposal document, with any amendments, should be returned by the specified date, time and method identified on page 2 of this document.
D. Proposals should be prepared simply and economically providing a straightforward, concise description of the independent contractor's ability to meet the requirements

of the ITB. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

E. The price quotations from the contractor stated in this proposal will not be subject to any price increase from the closing date of this ITB to the mutually agreed to date of contract.
F. 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 ITB.

[REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

SPECIFICATIONS

Ford Explorers

- Two (2) new Ford Explorers; Used will not be accepted
- Two-wheel drive preferred
- Four-door models only
- Exterior colors must be black, dark grey, or grey
- Minimum trim package must be Ford Explorer XLT or higher

New Truck

- One (1) new Truck; Used will not be accepted
- Four-wheel drive
- Four-door models only
- Exterior colors must be white
- Ford F150 or Chevy 1500 only
- Minimum trim package must be XLT (Ford) or RST (Chevy)

BIDDERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Invitation to Bid. I also understand that if this bid is accepted by the City of Sherman that all of the terms and conditions, specifications, and requirements submitted in my bid and any additions, changes, or deletions made during negotiations will be made a part of this bid under a binding contract between my company and the City of Sherman, Texas. I also certify that this bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

___ Corporation (The bid MUST be signed by an Officer of the company)
___ Partnership (The bid MUST be signed by a General Partner)
___ Joint Venture (The bid MUST be signed by an Officer of the company)
___ Sole Proprietor (The bid MUST be signed by the Owner)

Company Name: _____

Address of Principal Place of Business:

_____

_____

Mailing Address (if different):

_____

_____

Phone: _____

Fax: _____

Email: _____

Authorized Representative: _____

Signature: _____

Date: _____

Acknowledgement of Addenda (if any): #1 ____ #2 ____ #3 ____

BID FORM

Bidder accepts all of the terms and conditions set forth in the Advertisement for Bid and the Bid Specification Package.

Price for One (1) New Ford Explorer
INCLUDING all fees: ***$ _____***

Price for One (1) New Ford Explorer
INCLUDING all fees: ***$ _____***

Price for One (1) New Truck
INCLUDING all fees: ***$ _____***

****Note****
Bidder may submit on one, two, or all three units, provided it meets specifications listed within this Invitation to Bid.

Signature of Bidder _____

Bidder (print name) _____

Contractor References

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

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

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

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

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

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

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

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

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

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

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

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

___ 11. Other Insurance Requirements (State Below):

Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:_____.

_____ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ___ day of _____, 202_.

_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 202_.

_____
Notary Public in and for the State of _____
My commission expires: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

TEXAS ETHICS FORM 1295 & VERIFICATION FORM 2270

NOTE: TEC Form 1295 will not be required for all submitting contractors, but, will be required from the recommended contractor prior to award. Verification Form 2270 is required with all proposal submittals. See next page for forms.

INSTRUCTIONS for
State Law Mandated Certificate of Interested Parties Form (Form 1295)

1. Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Sherman City Council must be accompanied by an original signature unsworn declaration, Certificate of Interested Parties, Form 1295.

2. Form 1295 must be completed in accordance with the TEC Rules: (https://www.ethics.state.tx.us/legal/ch46.html) and Section 2252.908 of the Texas Government Code, as amended: (http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB01295F.htm).

3. For questions or issues regarding the TEC rules and state law provisions and how Form 1295 should be completed, please consult with your own legal counsel.

4. In order to fill out and submit Form 1295, you will need to log in as directed on the TEC website: https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

   Tutorials for creating an account and for creating and submitting Form 1295 may also be found on this web page.

5. Please provide the bolded information exactly as it appears below when creating your certificate:

   Who is the contract with? Click the button for **Other**

   Governmental Entity

   Agency/Entity Name: **City of Sherman**

   Contract ID Number: **2023-22**

   Description of Goods and Services to be provided: **Purchase of Three New Vehicles for the City of Sherman**

6. All other fields as required or as applicable to the individual vendor must be completed as explained in the tutorial video.

7. Vendors must provide a signed, original signature copy of this form along with four signed, notarized, original signature copies of the contract no later than 14 days after Notice of Recommendation for Award is received. All documents shall be signed by an Officer, Director or other Authorized Agent of the company. If the individual signing as Authorized Agent is not an officer or director of the company, appropriate documentation must be included with these documents to confirm that the individual has the authority to bind the company contractually.

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,

2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name & Title: _____

Firm Name: _____

Date Signed: _____

NOTARIZATION

THE STATE OF _____)
)
COUNTY OF _____)

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

SWORN TO AND SUBSCRIBED before me on the_____day of _____, 202__.

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF _____

The following definitions apply to Texas Government Code Section 2270.001:

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

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

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

Sherman
CLASSIC TOWN. BROAD HORIZON.

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

Invitation to Bid

For

PURCHASE OF THREE NEW VEHICLES FOR THE CITY OF SHERMAN
ITB No. 2023-22

Publication Dates: **Wednesday August 30, 2023**
Sunday September 3, 2023

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CITY OF SHERMAN, TEXAS

FINANCE DEPARTMENT

INVITATION TO BID - BID NO. 2023-22; PURCHASE OF THREE NEW VEHICLES FOR THE CITY OF SHERMAN

The enclosed **INVITATION TO BID** (ITB) and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **PURCHASE OF THREE NEW VEHICLES FOR THE CITY OF SHERMAN** 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 Thursday, September 21, 2023,** at the following address:

City of Sherman – Finance Department
Municipal Building
405 N. Rusk Street
Sherman, TX
903-892-7215
craigl@cityofsherman.com

Bids may be submitted by mail to the following address:

City of Sherman
Finance Dept. – ITB for PURCHASE OF THREE NEW VEHICLES FOR THE CITY OF SHERMAN - No. 2023-22

P.O. Box 1106
Sherman, TX 75091-1106

OR

Electronically at www.publicpurchase.com

OR

By delivery at the Municipal Building address listed above.

NOTICE TO BIDDERS

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Craig Long, Sherman Municipal Building, 405 N. Rusk, Sherman, Texas 75091 until the hour **2:00 PM on the 21st day of September, 2023,** at which time bids duly delivered and submitted will be considered for supplying the following:

BID NO. 2023-22 – PURCHASE OF THREE NEW VEHICLES FOR THE CITY OF SHERMAN

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 "PURCHASE OF THREE NEW VEHICLES FOR THE CITY OF SHERMAN 2023-22" on the exterior of the bid. Electronic submittals may only be made through Public Purchase at https://www.publicpurchase.com. No email or faxed bids will be accepted. Each bid shall be **manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.**

Please note that all bids **must be received at the designated location or through Public Purchase by the deadline shown**. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for **2:00 p.m., Thursday, September 21, 2023,** 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.

The City of Sherman will receive sealed bids for: **PURCHASE OF THREE NEW VEHICLES FOR THE CITY OF SHERMAN.**

Bidders should carefully examine all terms, conditions, specifications 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 Craig Long, Budget Analyst at craigl@cityofsherman.com, or via phone at (903) 892-7215.

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.

[Rest of Page Intentionally Left Blank]

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 commodity are not approved in the next fiscal year.

ASSIGNMENT OF BID/CONTRACT

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

BID CONSIDERATION / TABULATION

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

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 proposal to bidders sheet.
- Bids will not be accepted without a signature.
- Bids submitted by email or fax will not be accepted.
- The City is not responsible for mail service. See page 4, paragraph 2 of the Notice to Bidders.

BRAND NAMES

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

CHANGES OR ALTERATIONS

No part of this bid may be changed/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 to this bid will result in disqualification.***

COMPLETING INFORMATION

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

CONTRACT CLAUSE

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

TERMINATION

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

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

DELIVERY

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

DELIVERY DATE

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

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

provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INDEMNIFICATION

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers the vendor shall indemnify and save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

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

MISCELLANEOUS

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

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

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

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

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not

control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time. It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

PROVISIONAL CLAUSES

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

REJECTION OF BIDS

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

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

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

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

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

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for

which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

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

PROPOSAL DEFINITIONS:

"City" is the City of Sherman, Texas.
"Bidder" is an individual or business submitting a bid or proposal to the City of Sherman.
"Independent contractor" or "contractor" is one who contracts to perform work or furnish materials in accordance with a contract.

I. PROPOSAL TERMS

A. The City of Sherman reserves the right to reject any and all proposals received as a result of this ITB. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider. The City does not intend to award a contract fully on the basis of any response made to the proposal: the City reserves the right to consider proposals for modifications at any time before a contract would be awarded; and negotiations would be undertaken with the independent contractor whose proposal is deemed to best meet the City's specifications and needs.

B. Proposals must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

C. In the event it becomes necessary to revise any part of the ITB, addenda will be provided. The deadline for submission of proposals may be adjusted to allow for revisions. To be considered, the entire proposal document, with any amendments, should be returned by the specified date, time and method identified on page 2 of this document.

D. Proposals should be prepared simply and economically providing a straightforward, concise description of the independent contractor's ability to meet the requirements

of the ITB. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

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

F. 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 ITB.

[REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

SPECIFICATIONS

Ford Explorers

- Two (2) new Ford Explorers; Used will not be accepted
- Two-wheel drive preferred
- Four-door models only
- Exterior colors must be black, dark grey, or grey
- Minimum trim package must be Ford Explorer XLT or higher

New Truck

- One (1) new Truck; Used will not be accepted
- Four-wheel drive
- Four-door models only
- Exterior colors must be white
- Ford F150 or Chevy 1500 only
- Minimum trim package must be XLT (Ford) or RST (Chevy)

BIDDERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Invitation to Bid. I also understand that if this bid is accepted by the City of Sherman that all of the terms and conditions, specifications, and requirements submitted in my bid and any additions, changes, or deletions made during negotiations will be made a part of this bid under a binding contract between my company and the City of Sherman, Texas. I also certify that this bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

__X__ Corporation (The bid MUST be signed by an Officer of the company)
___ Partnership (The bid MUST be signed by a General Partner)
___ Joint Venture (The bid MUST be signed by an Officer of the company)
___ Sole Proprietor (The bid MUST be signed by the Owner)

Company Name: TRIPLE CROWN FORD LINCOLN - GILCHRIST AUTOMOTIVE GROUP LLC

Address of Principal Place of Business:

2975 W. WASHINGTON

STEPHENVILLE TEXAS 76401

Mailing Address (if different):

SAME

Phone: 713-444-0378

Fax: _____

Email: VSCOTT@GILCHRISTAUTOMOTIVE.COM

Authorized Representative: VERNON SCOTT

Signature: _____

Date: 09/18/2023

Acknowledgement of Addenda (if any): #1 Y #2 Y #3 Y

BID FORM

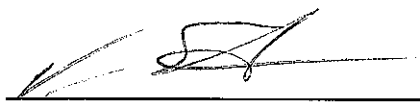
Bidder accepts all of the terms and conditions set forth in the Advertisement for Bid and the Bid Specification Package.

Price for One (1) New Ford Explorer
INCLUDING all fees: VIN# PGB88198 $ 44,893.50
2023 FORD EXPLORER XLT RWD 2.3 ECO-BOOST

Price for One (1) New Ford Explorer
INCLUDING all fees: VIN# PGB73179 $ 45,295.50
2023 FORD EXPLORER XLT RWD 2.3 ECO-BOOST

Price for One (1) New Truck
INCLUDING all fees: VIN# 2R1134248 $ 58,158.50
2024 CHEV 1500 SILVERADO RST CREW CAB 4X4 5.3 V8 GAS

****Note****
Bidder may submit on one, two, or all three units, provided it meets specifications listed within this Invitation to Bid.

Signature of Bidder 

Bidder (print name) VERNON SCOTT

SEE ATTACHED COMPARISON BETWEEN:
2024 CHEV 1500 SILVERADO RST CREW CAB 4X4 VS 2023 CHEV 1500 SILVERADO CREW CAB 4X4 TRAIL BOSS

OPTIONAL NEW TRUCK

2023 CHEV 1500 TRAIL BOSS CREW CAB 4X4 _ 5.3 V8 GAS $52,852.50
VIN# PG366159

Contractor References

Customer Name: CITY OF SHERMAN

Address: 405 N. RUSK, SHERMAN TEXAS

Contact: CRAIG LONG Telephone #: 903-892-7215

Scope of work performed: CITY FLEET TRUCKS & CITY OF SHERMAN POLICE VEHICLES

Length of Service: _____

Customer Name: SEE ATTACHED REFERENCES

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

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

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

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

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

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

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

	Coverage Required	Limits
_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.
___	4. Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate.
__	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.
_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 City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

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

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

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

___ 11. Other Insurance Requirements (State Below):

Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF TEXAS §

THE COUNTY OF PARKER §

I, VERNON SCOTT, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other: _____.

X None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this 18 day of SEPTEMBER, 2023.

_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared VERNON SCOTT, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this 18th day of September, 2023.

Shelbi E. Wilson
My Commission Expires
7/13/2026
Notary ID131576070

_____
Notary Public in and for the State of Texas
My commission expires: 07/13/2026

EXHIBIT E

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.**

TRIPLE CROWN FORD LINCOLN 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.**

N/A

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

09/18/2023

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.

TEXAS ETHICS FORM 1295 & VERIFICATION FORM 2270

NOTE: TEC Form 1295 will not be required for all submitting contractors, but, will be required from the recommended contractor prior to award. Verification Form 2270 is required with all proposal submittals. See next page for forms.

INSTRUCTIONS for
State Law Mandated Certificate of Interested Parties Form (Form 1295)

1. Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Sherman City Council must be accompanied by an original signature unsworn declaration, Certificate of Interested Parties, Form 1295.

2. Form 1295 must be completed in accordance with the TEC Rules: (https://www.ethics.state.tx.us/legal/ch46.html) and Section 2252.908 of the Texas Government Code, as amended: (http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB01295F.htm).

3. For questions or issues regarding the TEC rules and state law provisions and how Form 1295 should be completed, please consult with your own legal counsel.

4. In order to fill out and submit Form 1295, you will need to log in as directed on the TEC website: https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

   Tutorials for creating an account and for creating and submitting Form 1295 may also be found on this web page.

5. Please provide the bolded information exactly as it appears below when creating your certificate:

   Who is the contract with? Click the button for **Other**

   Governmental Entity

   Agency/Entity Name: **City of Sherman**

   Contract ID Number: **2023-22**

   Description of Goods and Services to be provided: **Purchase of Three New Vehicles for the City of Sherman**

6. All other fields as required or as applicable to the individual vendor must be completed as explained in the tutorial video.

7. Vendors must provide a signed, original signature copy of this form along with four signed, notarized, original signature copies of the contract no later than 14 days after Notice of Recommendation for Award is received. All documents shall be signed by an Officer, Director or other Authorized Agent of the company. If the individual signing as Authorized Agent is not an officer or director of the company, appropriate documentation must be included with these documents to confirm that the individual has the authority to bind the company contractually.

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:
2023-1073068

Date Filed:
09/18/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Triple Crown Ford Lincoln LLC
Stephenville, 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.
ITB No. 2023-22
PURCHASE OF THREE NEW VEHICLES FOR THE CITY OF SHERMAN

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 VERNON SCOTT, and my date of birth is 11-02-1963.

My address is 317 N. LAMBERT ROAD (street), WEATHERFORD (city), TX (state), 76086 (zip code), USA (country).

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

Executed in PARKER County, State of TEXAS, on the 18 day of SEPTEMBER (month), 2023 (year).

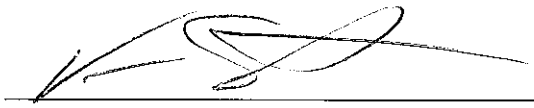
Signature of authorized agent of contracting business entity
(Declarant)

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,

2. Will not boycott Israel during the term of the contract.

SIGNED BY: 

Print Name & Title: VERNON SCOTT - GOVERNMENT FLEET DIRECTOR - GILCHRIST AUTOMOTIVE GROUP

Firm Name: TRIPLE CROWN FORD LINCOLN LLC - THE GILCHRIST AUTOMOTIVE GROUP

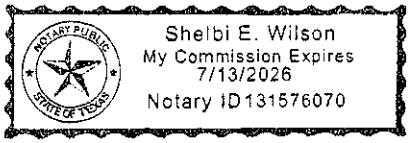
Date Signed: 09/18/2023

NOTARIZATION

THE STATE OF TEXAS)
)
COUNTY OF PARKER)

BEFORE ME, the undersigned notary public on this day personally appeared VERNON SCOTT, on behalf of TRIPLE CROWN FORD LINCOLN 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 18th day of September 2023.



NOTARY PUBLIC IN AND
FOR THE STATE OF Texas

The following definitions apply to Texas Government Code Section 2270.001:

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

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

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

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

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

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

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

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

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

	Coverage Required	Limits
_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.
___	4. Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate.
__	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.
_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 City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

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

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

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

___ 11. Other Insurance Requirements (State Below):

Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF TEXAS §

THE COUNTY OF PARKER §

I, VERNON SCOTT, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other: _____.

X None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this 18 day of SEPTEMBER, 2023.

_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared VERNON SCOTT, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this 18th day of September, 2023.

Shelbi E. Wilson
My Commission Expires
7/13/2026
Notary ID131576070

_____
Notary Public in and for the State of Texas
My commission expires: 07/13/2026

EXHIBIT E

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.**

TRIPLE CROWN FORD LINCOLN 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.**

N/A

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

09/18/2023

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.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 10.**

Meeting Date: 10/02/2023

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7181***

Authorizing Execution of an Encroachment Agreement with Kenneth and Mary Lawrence for the Encroachment of an Existing Monument Sign within the Proposed Platted 15-foot Utility Easement Along the West Property Line of Texoma Vet Hospital, Approved by City Council on April 17, 2023, to be filed in the Plat Records, Grayson County, Texas, Locally Known as 5005 FM 1417 in the City of Sherman, Texas

Issue:

To consider executing an encroachment agreement relating to a proposed 15-foot utility easement to be filed of record in Texoma Vet Hospital in the City of Sherman, Texas

Background:

Kenneth and Mary Lawrence, the property owners of 5005 FM 1417, have requested a building permit for the subject property. In the building permit review, it was determined that the property must be platted prior to issuing said building permit. Upon platting, the City has required a 15' Utility Easement be dedicated via plat along the west property line. Dedicating the required utility easement will put the existing monument sign into non-conformance. An Encroachment Agreement will be necessary for this monument sign to remain in its current location and for the property owner to receive a building permit for their improvement of the property.

Origination:

Kenneth and Mary Lawrence, property owners

Financial Consideration:

None

Staff Recommendation:

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

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 7181
Encroachment Agreement with Exhibit - Partially Signed
Exhibit A
Proposed Plat - Texoma Vet Hospital
Aerial Location Map

RESOLUTION NO. 7181

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT TO KENNETH AND MARY LAWRENCE FOR THE ENCROACHMENT OF AN EXISTING MONUMENT SIGN WITHIN THE PROPOSED PLATTED 15-FOOT UTILITY EASEMENT ALONG THE WEST PROPERTY LINE OF TEXOMA VET HOSPITAL, APPROVED BY CITY COUNCIL ON APRIL 17, 2023, TO BE FILED IN THE PLAT RECORDS, GRAYSON COUNTY, TEXAS, LOCALLY KNOWN AS 5005 FM 1417 IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an encroachment agreement for the encroachment of an existing monument sign within the proposed platted 15-foot utility easement running along the west property line of Texoma Vet Hospital, approved by City Council on April 17, 2023, to be filed in the Plat Records, Grayson County, Texas, locally known as 5005 FM 1417 in the City of Sherman, as shown on the Exhibit "A" attached hereto and incorporated herein for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAX on this the 2nd day of October 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

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

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

ENCROACHMENT AND LICENSE AGREEMENT

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

WHEREAS, City and any Franchise Utility Company (each a "Franchisee") have existing rights in certain real property by virtue of that certain Plat of the Texoma Veterinary Hospital ("Plat"), approved by the Sherman City Council on April 17, 2023, to be filed in the Plat Records, Grayson County, Texas. The Plat, which more particularly describes and depicts a 15 -foot Utility Easement ("Property"), is incorporated herein by reference for all purposes; and

WHEREAS, Licensee desires to operate, repair and maintain an existing Monument Sign ("Encroaching Facility"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference for all purposes, within the boundaries of the Property; and

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

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

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement.

2. Location of Encroaching Facility. City hereby grants a nonexclusive license to Licensee, authorizing Licensee to, at its own cost and expense, maintain and repair

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

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

4. Maintenance of Encroaching Facility. Licensee shall, at Licensee's sole cost and expense, maintain the Encroaching Facility in good condition and repair. City will not, under any circumstance, be responsible for any costs, whatsoever, of construction, reconstruction, operation, maintenance, repair or removal of the Encroaching Facility. If City notifies Licensee of any deficiencies in any such

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

5. Removal of Encroaching Facility. City and any Franchisee are entitled to remove all or a portion of the Encroaching Facility as reasonably necessary to construct, reconstruct, maintain or repair public improvements within the affected Property. City or Franchisee will notify Licensee of any intent to remove all, or a portion, of the Encroaching Facility, and upon receiving such notice, Licensee shall ensure that the requested removal is made within the earlier of (a) thirty (30) days after the date of such notice or (b) another date as determined by City and Licensee in writing. If City or Franchisee notifies Licensee of its intent to remove all, or a portion, of the Encroaching Facility, and Licensee shall thereafter fail to complete the removal within the required time period, then City or Franchisee may require Licensee to promptly remove the Encroaching Facility. Notwithstanding anything to the contrary herein, if the removal is necessitated by an emergency, no notice is required. If so removed, City or Franchisee has no obligation to replace the affected portions of the Encroaching Facility upon completion of such work.

6. Risk and Liability. Licensee assumes all risks and liability resulting or arising from or relating to Licensee's use of the Property, the Encroaching Facility, the existing condition or location of the Property or the existing state of maintenance, repair or operation of the Property. Licensee agrees and acknowledges that City or Franchisee shall not be liable, whatsoever, for any damage to the Encroaching Facility as a result of City's or Franchisee's use or enjoyment of the rights provided it in the Property. Any City and/or Franchisee property or infrastructure damaged or destroyed by Licensee or its agents, employees, representatives, invitees, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, shall be repaired or replaced by City or Franchisee at Licensee's sole cost and expense and payment is due immediately upon Licensee's receipt of an invoice from City or Franchisee.

7. **INDEMNIFICATION. LICENSEE AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND ANY OTHER THIRD PARTIES FOR WHOM CITY IS LEGALLY RESPONSIBLE, AS WELL AS EACH FRANCHISEE, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, AND ANY OTHER THIRD PARTIES FROM WHOM FRANCHISE IS LEGALLY RESPONSIBLE FROM AND**

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

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

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

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

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

10. Miscellaneous Provisions.

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

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

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

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

If to Licensee, addressed to it at:
Kenneth and Mary Lawrence
5005 N. FM 1417
Sherman, Texas 75092

b. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.

c. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

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

e. Authority to Execute. Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing its signatories hereto, warrant and represent that they have the authority to bind its respective parties as duly authorized representatives thereof.

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

g. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

h. No Third Party Beneficiaries. The parties do not intend that this Agreement be construed as creating any right in any third party not a signatory to this

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

i. Indemnification. The parties agree that the indemnity provisions set forth in Section 7 herein are conspicuous, and the parties have read and understood the same.

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

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

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

[*Signature page follows.*]

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

CITY:

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

LICENSEE:

Kenneth and Mary Lawrence

By: _____
Kennth Lawrence DVM
Date: 9/6/23

By: _____
Mary Lawrence
Date: 9/6/23

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

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

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of September, 2023.

Shannon Freeman
Notary Public in and for the State of Texas
My Commission Expires: 12/18/2024

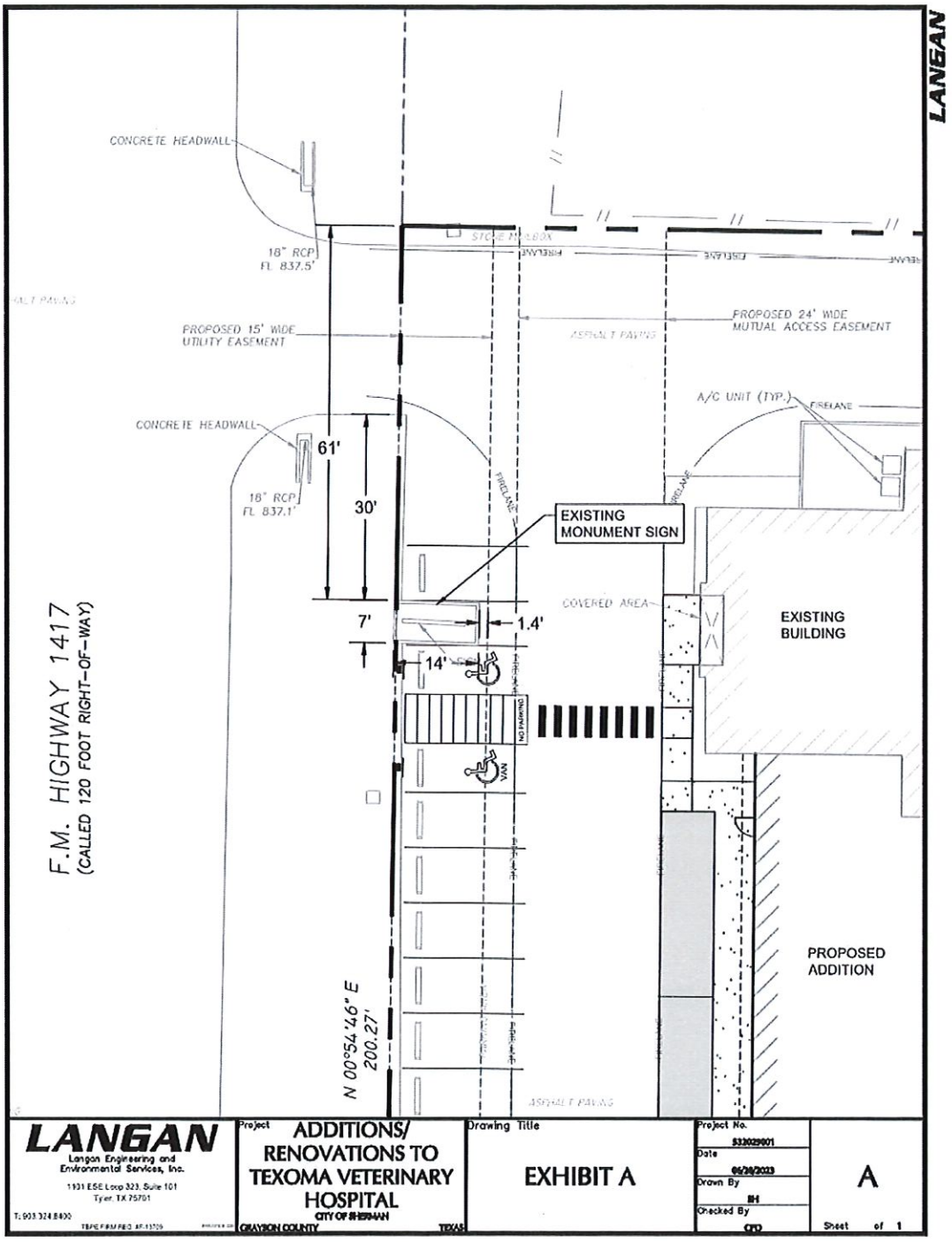
STATE OF TEXAS §
§
COUNTY OF GRAYSON §

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

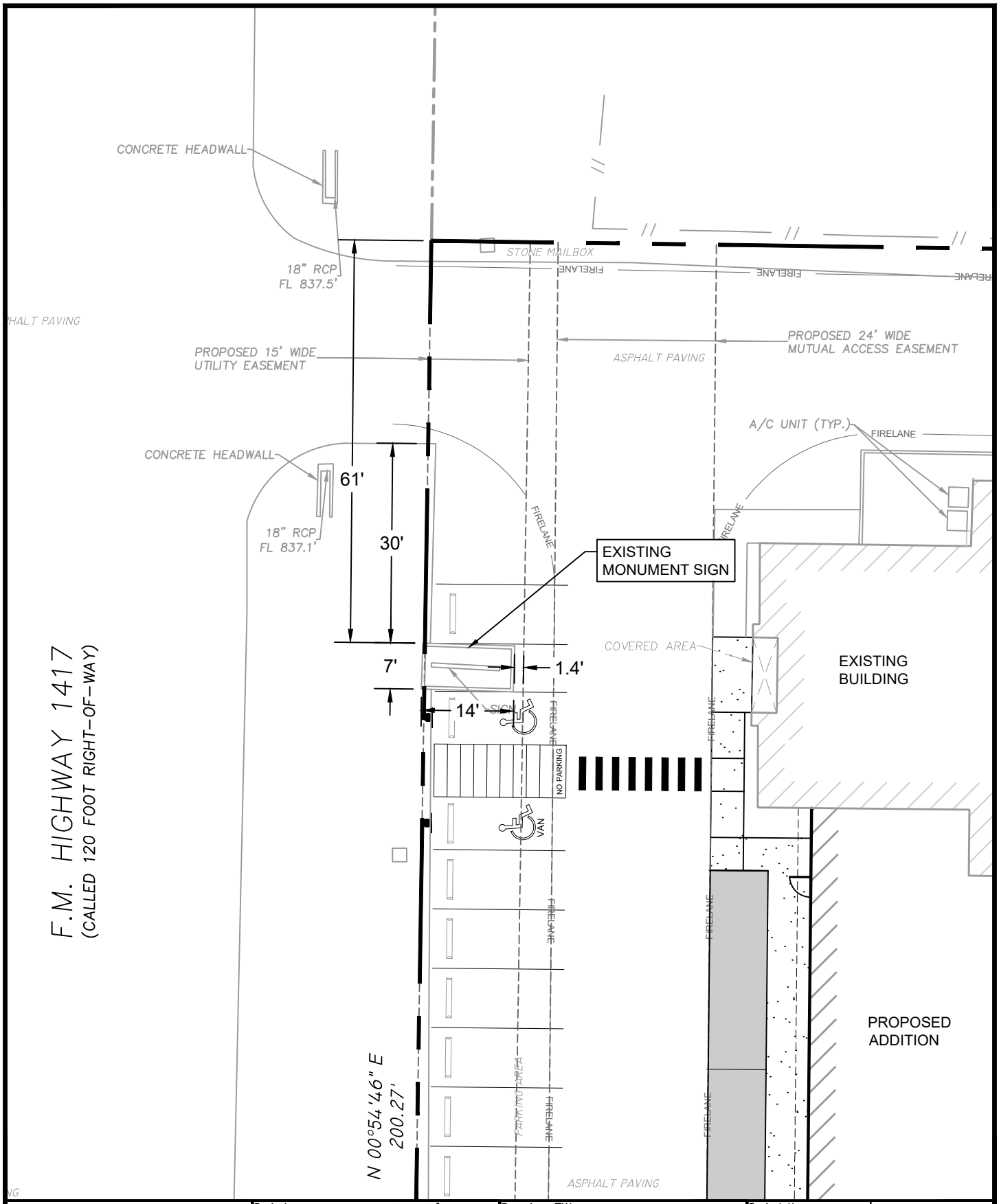
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6 day of September, 2023.

Shannon H Freeman
Notary Public in and for the State of Texas
My Commission Expires: 12/18/24

EXHIBIT A



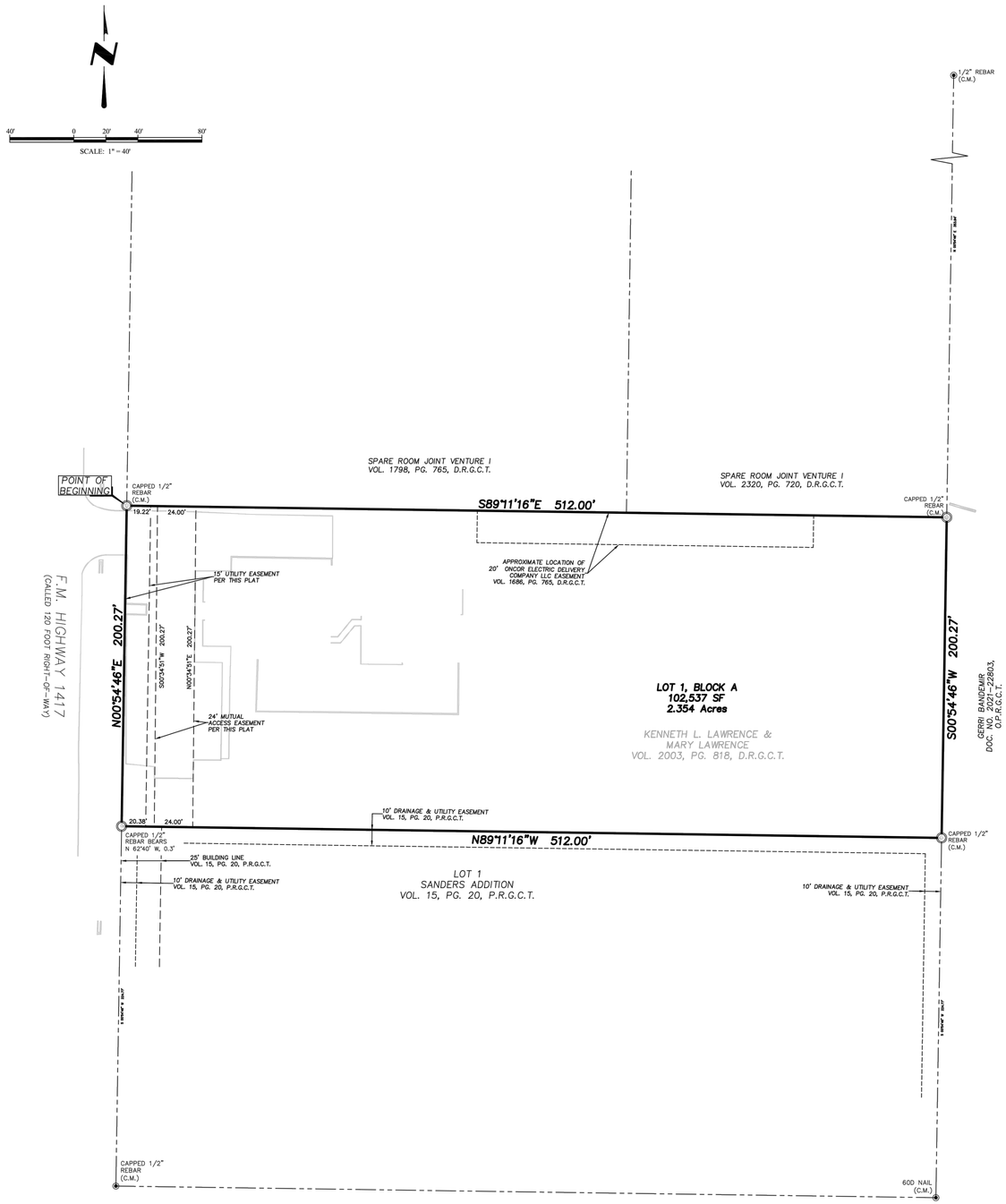
FILE NAME: SITE PLAN.dwg PLOTTED BY: Shawn Hill PLOT DATE: Wednesday, June 28, 2023 3:05:49 PM
FULL PATH: \\langan.com\data\TYL\data01\532029001\Project Data\CAD\03 - Production\SITE PLAN.dwg



LANGAN

LANGAN Langan Engineering and Environmental Services, Inc. 1101 ESE Loop 323, Suite 101 Tyler, TX 75701 T: 903.324.8400 TBPE FIRM REG. #F-13709 www.langan.com	Project **ADDITIONS/ RENOVATIONS TO TEXOMA VETERINARY HOSPITAL** CITY OF SHERMAN GRAYSON COUNTY TEXAS	Drawing Title **EXHIBIT A**	Project No. 532029001 Date 06/28/2023 Drawn By SH Checked By CPD A Sheet of 1

FILE NAME: SITE PLAN.dwg PLOTTED BY: Shawn Hill PLOT DATE: Wednesday, June 28, 2023 3:05:49 PM
FULL PATH: \\langan.com\data\TYL\data0\532029001\Project Data\CAD\03 – Production\SITE PLAN.dwg



SURVEYOR'S NOTES:

1. Bearings and distances are based on Texas State Plane Coordinate System, Texas North Central Zone 4202 North American Datum of 1983 (NAD 83) (U.S. Foot) with a combined scale factor of 1.00012.
2. This property lies within Zone "X" Unshaded of the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, map no. 48181C0275G, dated September 01, 2022, via scaled map location and graphic plotting.
3. Notice: Selling a portion of this addition by metes and bounds is a violation of City subdivision ordinance and state platting statutes and is subject to fines and withholding of utilities and building certificates.
4. The purpose of this plat is to create one lot from a tract of land.

ENGINEER
LANGAN
1101 E SE Loop 323, Suite 101
Tyler, Texas 75701

OWNER/DEVELOPER
Kenneth L. Lawrence and wife, Mary Lawrence
5005 Highway 1417
Sherman, Texas 75090

WINDROSE
LAND SURVEYING | PLATTING
1955 LAKEWAY DRIVE, SUITE 220 | LEWISVILLE, TX 75057 | 214.217.2544
FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM

DRAWN BY: G.L.C. DATE: 11/10/2022 CHECKED BY: M.P. JOB NO.: D58263

FINAL PLAT
TEXOMA VET HOSPITAL
LOT 1, BLOCK A
Being a 2.354 Acre tract of land
Situated in the Alfred Hume Survey,
Abstract Number 522
City of Sherman, Grayson County, Texas

-- 2023 --

STATE OF TEXAS §
COUNTY OF GRAYSON §

WHEREAS Kenneth L. Lawrence and Mary Lawrence are the owners of a 2.354 acre tract of land situated in the A. Hume Survey, Abstract Number 522, Grayson County, Texas, being all of that tract of land described to Kenneth L. Lawrence & Mary Lawrence in Warranty Deed recorded in Volume 2003, Page 818, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows: (Bearings and Distances are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD83)(US Foot) with no combined scale factor):

BEGINNING at a 1/2-inch capped rebar found for the northwest corner of said Lawrence tract and the southwest corner of a tract of land described to Spare Room Joint Venture I in Warranty Deed recorded in Volume 1798, Page 765, Deed Records, Grayson County, Texas, said point lying on the east right-of-way line of F.M. Highway 1417 (called 120 foot right-of-way);

THENCE South 89 degrees 11 minutes 16 seconds East, with the north line of said Lawrence tract, the south line of said Joint Venture tract, and the south line of a tract of land described to Spare Room Joint Venture I in Warranty Deed recorded in Volume 2320, Page 720, Deed Records, Grayson County, Texas., a distance of 512.00 feet to a 1/2-inch capped rebar found for the northeast corner of said Lawrence tract and the southeast corner of said second-referenced Joint Venture tract, said point lying on the west line of a tract of land described to Gerri Bandemir in General Warranty Deed recorded in Document Number 2021-22803, Deed Records, Grayson County, Texas;

THENCE South 00 degrees 54 minutes 46 seconds West, with the east line of said Lawrence tract and the west line of said Bandemir tract, a distance of 200.27 feet to a 1/2-inch capped rebar found for the southeast corner of said Lawrence tract and the northeast corner of Lot 1, Sanders Addition, an addition to the City of Sherman, Grayson County, Texas, according to the map or plat thereof recorded in Volume 15, Page 20, Plat Records, Grayson County, Texas;

THENCE North 89 degrees 11 minutes 16 seconds West, with the south line of said Lawrence tract and the north line of said Lot 1, a distance of 512.00 feet to a point for the southwest corner of said Lawrence tract and the northwest corner of said Lot 1, said point lying on the east right-of-way line of said F.M. Highway 1417, from said point a 1/2-inch capped rebar bears North 62 degrees 40 minutes West, a distance of 0.3 feet;

THENCE North 00 degrees 54 minutes 46 seconds East, with the west line of said Lawrence tract and the east right-of-way line of said F.M. Highway 1417, a distance of 200.27 feet to the POINT OF BEGINNING, and containing 2.354 acres, or 102,537 square feet of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, Kenneth L. Lawrence and Mary Lawrence, the sole owners of Texoma Vet Hospital, an Addition to the City of Sherman, Texas, do hereby dedicate the streets, easements, alleys, rights-of-way, parks, school sites and other public places shown hereon to the public use forever.

_____
Kenneth L. Lawrence

_____
Mary Lawrence

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Kenneth L. Lawrence, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of _____ 20____.

_____
Notary Public in and for the State of Texas

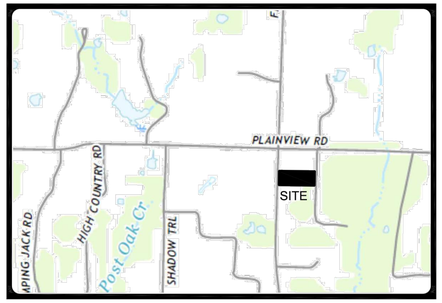
STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Mary Lawrence, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of _____ 20____.

_____
Notary Public in and for the State of Texas

VICINITY MAP
NOT TO SCALE



APPROVAL:
This, the Final Plat of Austin Landing, Phase IV, an Addition to the Cit of Sherman, Texas, is hereby approved this _____day of _____, 20____, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS:

_____
Mayor, City of Sherman, Texas Date

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing final plat of Austin Landing to the City of Sherman, Texas, was submitted t the City Council of Sherman, Texas on the ____ day of _____, 20____ and the City Council formal action then and there accepted the dedication of streets, alleys, easements, and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove described.

WITNESS MY HAND THIS _____ DAY of _____, 20____

_____
City Clerk, City of Sherman, Texas

Approved this _____ day of, 20____, by the City Planning and Zoning Commission of the City of Sherman, Texas.

_____
Chairman

_____
Secretary

STATE OF TEXAS §
COUNTY OF DENTON §

This is to certify that I, Mark N. Peeples, a Registered Professional Land Surveyor of the State of Texas, have platted the subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT
DATED **6/13/2023**

_____
Mark N. Peeples, R.P.L.S.
No. 6443

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Mark N. Peeples, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of _____ 20____.

_____
Notary Public in and for the State of Texas

ENGINEER
LANGAN
1101 E SE Loop 323, Suite 101
Tyler, Texas 75701

OWNER/DEVELOPER
Kenneth L. Lawrence and wife, Mary Lawrence
5005 Highway 1417
Sherman, Texas 75090

WINDROSE
LAND SURVEYING | PLATTING
1955 LAKEWAY DRIVE, SUITE 220 | LEWISVILLE, TX 75057 | 214.217.2544
FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM

DRAWN BY: G.L.C. DATE: 11/10/2022 CHECKED BY: M.P. JOB NO.: D58263

Point of Contact:
Stephen Salcido
972-370-5871
stephen.salcido@windroseservices.com
Last Revision Date: 05/22/2023

FINAL PLAT
TEXOMA VET HOSPITAL
LOT 1, BLOCK A
Being a 2.354 Acre tract of land
Situated in the Alfred Hume Survey,
Abstract Number 522
City of Sherman, Grayson County, Texas

-- 2023 --

5005 FM 1417

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 11.**

Meeting Date: 10/02/2023

Prepared By: Terrence Steele, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7182***

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

Issue:

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

Background:

Staff recommends that the City enter into a twelve (12) month contract with the Museum to cover the period from October 1, 2023, through September 30, 2024. The proposed funding level maintains the Museum's quarterly support at $12,500.00, an annual contribution of $50,000.00. The contract includes an option for an additional $20,000.00 to be paid during the contract period for operating expenses only upon proof of the Museum's matching $20,000.00. These contract terms are unchanged from the current (fiscal year 2022-2023) contract with the Museum.

Origination:

City Manager's Office

Financial Consideration:

The proposed contract provides for payment of $12,500.00 per quarter for the fiscal year 2023-2024 budget, a total allocation of $50,000.00 from the Hotel-Motel Occupancy Tax Fund revenues, as well as an option for an additional $20,000.00 matching amount.

Staff Recommendation:

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

Alternatives:

As directed by the City Council

Attachments

Resolution No. 7182
Contract
Letter
Aerial Location Map

RESOLUTION NO. 7182

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

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

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

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

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney and subject to budget approval, to execute a contract with The Sherman Museum, with Exhibit "A" attached, in accordance with the terms and provisions of all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 2nd day of October 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

CONTRACT BETWEEN
CITY OF SHERMAN AND THE SHERMAN MUSEUM

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

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

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

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

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

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

I.

During the period of October 1, 2023, through September 30, 2024, the CITY agrees to pay to MUSEUM Fifty Thousand Dollars and No Cents ($50,000.00) collected under the Hotel/Motel Occupancy Tax of the CITY; and MUSEUM agrees that all funds are to be used entirely for the operation and maintenance of the MUSEUM. The Fifty Thousand Dollars and No Cents ($50,000.00) paid to the MUSEUM for the time period of October 1, 2023, through September 30, 2024, represents the entire amount budgeted for this purpose by the CITY for the

fiscal year 2023-2024. The Fifty Thousand Dollars and No Cents ($50,000.00) shall be paid in four (4) installments on the final execution of this Contract: November 15, 2023, January 15, and April 15, and June 15, 2024. Payments will be based on actual operation and maintenance expenditures and made strictly on a reimbursement basis. Reimbursement will be based on copies of actual invoices or other proof of payment as requested by the CITY. At that time, the MUSEUM shall also provide an explanation of how the expenditure of such monies complied with Section 351.101 of the Texas Tax Code.

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

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

II.

MUSEUM agrees that any money received under this Contract will only be used for purposes specified in Chapter 351 of the Texas Tax Code and MUSEUM will not use any money received in this Contract in any manner that does not strictly comply with the requirements, intent, and purposes as set forth in the Texas Tax Code, Chapter 351, Section 351.10l(a)(l)-(7), as amended, and such statutorily authorized administrative expenses, together with the Texas

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

III.

MUSEUM represents that it has prepared a proposed budget to be administered under this Contract to the Sherman City Council for the fiscal year of 2023-2024. The MUSEUM shall furnish CITY quarterly financial reports which show all actual expenditures whether those expenditures are budgeted or not from records maintained pursuant to Section 351.108(a) of the Texas Tax Code. The report shall compare actual expenditures to budgeted expenditures and to actual expenditures from the prior year. The report shall also provide an explanation of how the expenditure of such monies complied with Section 351.101 of the Texas Tax Code.

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

IV.

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

V.

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

VI.

The parties agree that the term of this Contract is for October 1, 2023 through September 30, 2024.

VII.

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

VIII.

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

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

IN TESTIMONY WHEREOF, this instrument, in duplicate originals of equal force, has been executed on behalf of THE SHERMAN MUSEUM and on behalf of the CITY OF SHERMAN by its City Manager and attested by its City Clerk, effective on the 1st day of October, 2020.

CITY OF SHERMAN, TEXAS

BY: _____
ROBBY HEFTON
CITY MANAGER

DATE:_____

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

THE SHERMAN MUSEUM,
A NON-PROFIT CORPORATION

BY: _____
PRESIDENT OF THE BOARD OF TRUSTEES

DATE:_____

the Sherman MUSEUM
301 S. Walnut, Sherman, Texas 75090

April 6, 2023

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

Re: Request for renewal of funds

Dear Mr. Steele,

The Sherman Museum staff and the Board of Trustees are requesting that the city again provide funding for the Sherman Museum of $50,000.00 for the upcoming year (2023-2024) with the $20,000.00 matching funds proviso. This has worked well for the museum though our fund-raising and donations from generous donors and sponsors. This

Currently, our staff includes Stuart Holcomb, Director, Jacob Lee, and Nathan Overby in a temporary position. All of the staff has worked diligently to keep the museum viable and operating smoothly. We will have an Austin College intern this summer. The Board of Trustees has added three new members and one Honorary Trustee.

We have had two wonderful physical donations: the large eagle weathervane from the Grayson Bank building and a drum that belonged to the Woodman Circle Home band. Both will be on permanent display. Also, Jeanette Mayhugh (from Touch of Class Antiques) has given us several items related to Sherman. Although the donations are wonderful, it does take time to accession each and properly ready them for storage or in an exhibit.

Our attendance for the last two quarter is approximately 3,358. In December, we were overwhelmed with the turnout of children and parents wanting to visit with Santa Claus and eat cookies. The Board of Trustees and the staff are working to "update" our Community Room to boost "event renting" as a fundraiser.

Our annual major fund raiser, ***Dino Days***, is scheduled to open in late May and last through mid-August. This will be the 12th year of having a dinosaur and meteorite exhibit for the citizens of Sherman, Grayson County and visitors to this area!

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

Sincerely,

Dickie Gerig, President
Board of Trustees

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

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

301 & 305 S Walnut

1 inch = 50 feet

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 1.**

Meeting Date: 10/02/2023

Prepared By: Shawn Hackworth, IT Manager

Approved By: Robby Hefton, City Manager

Caption:

PAYMENT APPROVAL

Authorizing Payment of $126,568.02 for Microsoft Enterprise Agreement Annual Billing Year 3 under Texas DIR Contract DIR-TSO-4061.

Issue:

Authorizing Payment of $126.568.02 for Microsoft Enterprise Agreement Annual Billing Year 3 under Texas DIR Contract DIR-TSO-4061.

Background:

This is the third annual payment for Microsoft Services, including Office 365 and SQL Server licenses.

Origination:

Information Technology Department

Financial Consideration:

This expense is budgeted in the Information Technology Fund in fiscal year 2023-2024.

Staff Recommendation:

Recommend approval of payment

Attachments

Proforma Invoice

City of Sherman
220 W Mulberry Street
SHERMAN, TX 75090

Date	10/27/2023
Customer No.	US-SCU-148247
PO No.	22-02467
External Document No.	DIR-TSO-4061
Your Reference	Annual Billing Yr3 (OG)
Account Manager	Phillip Bushman
Your Contact Person	GOV US
E-Mail	gov.us@softwareone.com
Our Tax ID	39-1501504

Proforma Invoice US-SCO-1203960

Invoice Address

City of Sherman
Municipal Building
405 N Rusk St
SHERMAN, TX 75090

Shipping Address

City of Sherman
Municipal Building
405 N Rusk St
SHERMAN, TX 75090

License Address

City of Sherman
220 W Mulberry Street
SHERMAN, TX 75090

Pos.	No.	Description / Manufacturer	Disc-Lev.	Format	Start Date / End Date / Lic. Model	Version / OS / Lic. Metrics	Qty.	Unit Price	Sales Tax	Amount (USD)
		EA# 89476629								
		Contract DIR-TSO-4061								
10	AAD-34704	M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL PerUsr			11/01/2021	NON-SPEC/AL				
		Government Monthly Subscription Add Prod			10/31/2024	Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G		260	355.92	0.00	92,539.20
20	AAD-63092	M365 F3 GCC Unified ShrdSvr ALNG SubsVL MVL PerUsr			11/01/2021	NON-SPEC/AL				
		Government Monthly Subscription			10/31/2024	Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G		217	84.96	0.00	18,436.32
30	7NQ-00302	SQL Server Standard Core 2 Lic			11/01/2021	NON-SPEC/AL				
		Government License and 1 Year SA Add Prod Added at Signing			10/31/2024	Non-Specific				
		Microsoft	LEVEL D	LIC&MNT	IEA ADD G		7	1,353.06	0.00	9,471.42
40	3KS-00001	O365 F3 GCC Sub Per User			11/01/2021	NON-SPEC/AL				
		Government Monthly Subscription Add Prod			10/31/2024	Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G		100	37.56	0.00	3,756.00
50	7MS-00001	Project P3 GCC Sub Per User			11/01/2021	NON-SPEC/AL				

Proforma Invoice US-SCO-1203960

Pos.	No.	Description / Manufacturer	Disc-Lev.	Format	Start Date / End Date / Lic. Model	Version / OS / Lic. Metrics	Qty.	Unit Price	Sales Tax	Amount (USD)
		Government Monthly Subscription Add Prod			10/31/2024	Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G		5	277.80	0.00	1,389.00
60	NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on			11/01/2021	NON-SPEC/AL				
		Monthly Subscription			10/31/2024	Non-Specific				
		Microsoft	LEVEL D	SUB	IEA		100	0.00	0.00	0.00
70	P3U-00001	VisioPlan2GCC ShrdSvr ALNG SubsVL MVL PerUsr				NON-SPEC/AL				
		Government Monthly Subscription Add Prod				Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G		7	139.44	0.00	976.08

Total USD excl. Tax	**126,568.02**
Tax	0.00
Total USD incl. Tax	**126,568.02**

Tax Amount Specification

Tax Identifier	Tax %	Line Amount	Inv. Disc. Base	Inv. Disc. Amount	Tax Base	Tax Amount
	0.00	**126,568.02**	**126,568.02**	**0.00**	**126,568.02**	**0.00**
Total		**126,568.02**	**126,568.02**	**0.00**	**126,568.02**	**0.00**

Payment Terms	30 Days net
Bank Information	HSBC-USD, USA-14203 Buffalo, BLZ , Acc. No.: 000255319
	Rtg. No.: 021001088, SWIFT: MRMDUS33

View or place within PyraCloud: https://portal.softwareone.com/Orders/DocumentDetail/US/US-SCO-1203960

SoftwareOne, Inc.

320 E Buffalo St, Suite 200
Milwaukee, WI 53202
USA

Phone: +800 444 9890
Fax: +262 317 5554
Email: info.us@softwareone.com
Web: www.softwareone.com

"Information about data protection at SoftwareOne and how we may use personal data and your rights are available here: https://www.softwareone.com/en/privacy-statement"

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting

Meeting Date: 10/02/2023

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2023 Council Calendar

2023
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
11	12	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	6	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	
4/20/20223	Budget Planning Meeting
5/25/2023	CIP Work Session
6/15/2023	Budget Workshop Day 1
7/5/2023	Called City Council Meeting (Rescheduled)
6/9/2023	Called City Council Meeting
6/15/2023	Called City Council Meeting
6/26/2023	Called City Council Meeting
9/12/2023	SEDCO Joint Meeting
9/14/2023	Called City Council Meeting - Tree Ordinance Workshop