



City Council Meeting Agenda

Our Vision: A well-planned lakeside community of quality neighborhoods, distinctive amenities, diverse employment, and cultural charm. Rowlett: THE place to live, work and play.

Tuesday, November 4, 2025

7:00 PM

Municipal Building – 4000 Main

Pursuant to Texas Government Code Section 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members, including the presiding officer, will be physically present at the location noted above on this Agenda.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item herein.

The City of Rowlett reserves the right to reconvene, recess or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

Process for Public Input: If you are not able to attend in person, you may complete the [Public Input Form](#) on the City's website by 3:30 p.m. the day of the meeting. All forms will be forwarded to the City Council prior to the start of the meeting.

For in-person comments, request to speak forms/instructions are available inside the door of the City Council Chambers.

Invocation

Pledges of Allegiance

- 1. Call to Order**
- 2. Executive Session**
- 3. Reconvene Into Open Session and Take Any Necessary or Appropriate Action on Closed/Executive Session Matters**
- 4. Presentations**
 - 4.A.** Presentation of Rowlett Veterans Recognition Program certificate to United States Marines, Master Sergeant John P. Bowers Jr.
 - 4.B.** Presentation of Proclamation recognizing November 3-7, 2025, as Municipal Courts Week.
 - 4.C.** Presentation of Proclamation recognizing November 7, 2025, as Texas Arbor Day.
 - 4.D.** Update from the City Council and Management: Financial Position, Major Projects, Operational Issues, Upcoming Dates of Interest and Items of Community Interest.
- 5. Citizens' Input**

At this time, comments will be taken from the audience on any topic. No action can be taken by the Council during Citizens' Input.

6. Consent Agenda

The following may be acted upon in one motion. A City Councilmember or a citizen may request items be removed from the Consent Agenda for individual consideration.

6.A. Consider action approving the minutes.

Consider action to approve minutes from the following City Council meeting(s): October 20, 2025, City Council Work Session and October 21, 2025, City Council Meeting.

6.B. Consider action to adopt a resolution awarding mowing contracts for Sections III, IV, and V.

Consider action to adopt a resolution authorizing the award of contracts for CSP No. 2025-162-A Mowing Services: Section III - Rights of Ways and Alleys; Section IV – Park Land; and Section V – Utility Stations, to Watts Ellison LLC, dba D&D Commercial Landscape Management (Sections III and V), and Good Earth Corporation (Section IV), at the unit prices proposed, for an initial period through September 30, 2026, with up to four (4) optional one-year renewal periods; authorizing the City Manager or his designee to execute the contracts and all necessary and related documents; and providing an effective date.

7. Individual Consideration

- 7.A.** Consider action to adopt a resolution to appoint a candidate(s) to fill Place 4 and Place 5 on the Board of Directors of the Rockwall County Central Appraisal District (CAD).
- 7.B.** Consider action to adopt a resolution to appoint a candidate(s) to fill openings on the Board of Directors of the Dallas County Central Appraisal District (CAD).
- 7.C.** Conduct a Public Hearing regarding a request for an amendment to the Comprehensive Zoning Ordinance and Map of the City of Rowlett, Texas, as previously amended, for an approximately 0.283 acre parcel of real property situated out of the Charles D. Merrell Survey, Abstract No. 957 and being more commonly known as 6502 Windward View Drive, City of Rowlett, Dallas County, Texas, from Single-Family Residential –20/24 (SF-20) to Single-Family Residential – 8/18 (SF-8).
- 7.D.** Consider action to adopt an ordinance approving an amendment to the Comprehensive Zoning Ordinance and Map of the City of Rowlett, Texas, as previously amended, by granting a change in zoning for an approximately 0.283 acre tract of real property out of the Charles D. Merrell Survey, Abstract No. 957, and being more commonly known as 6502 Windward View Drive, Rowlett, Dallas County, Texas from Single-Family Residential –20/24 (SF-20) to Single-Family Residential – 8/18 (SF-8).

Members of the City Council may request topics to be placed on an agenda for a subsequent meeting. Any deliberation or decision shall be limited to a proposal to place topic on the agenda for a subsequent meeting.

8. Adjournment



Deborah Sorensen, TRMC, MMC, City Secretary

I certify that the above notice of meeting was posted on the bulletin boards located inside and outside the doors of the Municipal Center, 4000 Main Street, Rowlett, Texas, as well as on the [City's website](#) on October 29, 2025 by 5:30 p.m.

City of Rowlett City Council meetings are available to all persons regardless of disability. If you require special assistance, contact the City Secretary at 972-412-6109 or write 4000 Main St., Rowlett,

Texas, 75088, at least 48 hours in advance of meeting.

City of Rowlett ~ 4000 Main Street, Rowlett TX 75088 ~ www.rowlett.com

Meeting Date: 11/4/2025

Agenda Item: 4.A.

Title

Presentation of Rowlett Veterans Recognition Program certificate to United States Army, Master Sergeant John P. Bowers Jr.

Staff Representative

Jeff Winget, Mayor

Executive Summary

In an effort to shine a light on the incredible contributions to our community and our country made by those who have served in our nation's military, the City initiated the Rowlett Veterans Recognition Program.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 GOVERN TRANSPARENTLY & INCLUSIVELY	1.1 Model diversity and inclusiveness.

Background Information

The City instituted this program in 2017 in order to show appreciation to those members in our community who have dedicated their time in service to our nation. Assisting with the selection and recognition of honorees is the Veterans Resource and Outreach Center (VROC). The Rowlett Veterans Recognition Program also helps bring awareness to veterans' issues in our community – what is being done and what is still needed.

Mayor Winget is honored to continue formally recognizing Veterans of all ages and branches of service at City Council meetings.

The 43rd Veteran to be recognized is Master Sergeant John P. Bowers Jr. He served our country in the United States Army.

List of previously recognized Veterans:

1. Donald Pierson, Sr.
2. William Turner
3. Renee Stevens
4. John Chilson
5. Ed Clinebell

6. Chris Kilgore
7. Rick Kizziar
8. Robert Blatnik
9. John Barker
10. Jeffery Gray
11. James W. Randolph, Jr.
12. William P. Rice, Sr.
13. Timothy Hardman
14. Jimmie Graves
15. James Adams
16. Dan Kliess
17. Billy Furgerson
18. Tyler Remediz
19. Glen Garrison
20. Daniel Dorton
21. Larry Traylor
22. Michael J. Kuklenski, Jr.
23. Donald Van Handel
24. Gabriel Joseph Kanawite, Jr.
25. Michael Gallops
26. James Moseley
27. Jonathan Flores
28. Carl S. Chilton, Jr.
29. Robert E. Higgins
30. James A. Katzenberger
31. Edgar Marvin Hall
32. Andrew Dorcas
33. Leon Johnson
34. Danny G. Richardson
35. Reese Jacob Ellis
36. Allen Leon Jones
37. Mike Britton
38. Heriberto Recio
39. Yvonne Recio
40. Majorie Hafner
41. Laura Ashley Cervantes
42. Bruce Thompson-Bowers

Discussion

N/A

Financial/Budget Implications

N/A

Recommended Action

N/A

Attachments

1. Veteran Certificate - John P Bowers Jr

Certificate of Recognition

Master Sergeant John P. Bowers Jr.

Rowlett Veteran

The freedom and security that citizens of the United States enjoy today are direct results of the bloodshed and continued vigilance given by the United States Armed Forces over the history of our great nation, defending the Constitution, protecting the blessings of liberty and paying the price of freedom for us all. We are eternally grateful for those who have seen the horrors of war and the worst in society yet continue to serve and show the best of what humanity can be.

*In official recognition thereof, I hereby affix my signature
this 4th day of November 2025.*



Jeff Winget, Mayor



Meeting Date: 11/4/2025

Agenda Item: 4.B.

Title

Presentation of Proclamation recognizing November 3-7, 2025, as Municipal Courts Week.

Staff Representative

Jeff Winget, Mayor
 Elise Bowers, Councilmember Place 3
 Mike Britton, Councilmember Place 4

Executive Summary

The City of Rowlett enthusiastically joins communities throughout Texas in showing appreciation for the dedicated municipal judges, court clerks, court administrators, and marshals who comprise the Texas municipal courts from November 3-7, 2025.

Municipal Court Week is a great time to not only recognize how much municipal courts do, but to share with the public the important role that local courts and their personnel play in the criminal justice system and the larger community.

Historically, Municipal Courts Week is proclaimed the first full week of November each year. The week gives City Councils across Texas the opportunity to recognize the important work of municipal courts and the court employees who work tirelessly promoting public confidence in the integrity and impartiality of the judiciary.

Over 100 courts throughout the State of Texas regularly participate in Municipal Courts Week. More information about Municipal Courts Week may be found at the *Texas Municipal Courts Education Center* at www.tmcec.com.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
	Ensure a Safe Environment 2.4 Fairly and impartially administer the municipal judicial system.

Background Information

N/A

Discussion

N/A

Financial/Budget Implications

N/A

Recommended Action

N/A

Attachments

1. Proclamation - Municipal Courts Week



Proclamation

WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas; and

WHEREAS, more people encounter municipal courts than all other Texas courts combined and public impression of the Texas judicial system is largely dependent upon the public's experience in municipal court; and

WHEREAS, the City of Rowlett hosts the Rowlett Municipal Court, and state law authorizes a municipality to appoint municipal judges for a term of office, the Rowlett Municipal Court is a state court and its judges are members of the state judiciary; and

WHEREAS, the procedures for the Rowlett Municipal Court operations are set forth in the Texas Code of Criminal Procedure and other laws of the State of Texas; and

WHEREAS, the City of Rowlett is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary; and

WHEREAS, Rowlett Municipal Judges are not policy makers for the City of Rowlett but are bound by the law and the Canons of Judicial Conduct and are required to make decisions independent of the governing body of the City Council, city officials, and employees; and

WHEREAS, the City Council recognizes that the Constitution and laws of the State of Texas contain procedural safeguards in criminal cases for all defendants, including indigent defendants, and supports the Rowlett Municipal Court in complying with such legal requirements.

NOW, THEREFORE, I, Jeff Winget, Mayor of the City of Rowlett, and on behalf of the City Council, do hereby recognize November 3-7, 2025, as Municipal Court Week in recognition of the fair and impartial justice offered to our citizens by the municipal court of Rowlett.

*In official recognition thereof, I hereby affix my signature
this 4th day of November 2025.*

Jeff Winget, Mayor, City of Rowlett

Meeting Date: 11/4/2025

Agenda Item: 4.C.

Title

Presentation of Proclamation recognizing November 7, 2025, as Texas Arbor Day.

Staff Representative

Jeff Winget, Mayor

Ryan Mullins, Director of Parks & Rec

Executive Summary

Each Year the City of Rowlett and Rowlett Parks Advisory Board celebrates Texas Arbor Day. Texas Arbor Day is a day dedicated to celebrating the importance of trees and encouraging individuals, schools, and communities across the state to plant and care for them. While the national Arbor Day is celebrated in April, Texas observes its Arbor Day on the first Friday in November, as Fall is a better time to plant trees in Texas, allowing them to establish roots during the cooler winter months before the summer heat arrives. Texas Arbor Day highlights the many benefits trees provide, such as improving air quality, conserving water, supporting wildlife, and enhancing the beauty of urban and rural landscapes.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 ENHANCE QUALITY OF LIFE	4.6 Support programs and resources for lifelong learning.

Background Information

N/A

Discussion

N/A

Financial/Budget Implications

N/A

Recommended Action

N/A

Attachments

1. Proclamation - Texas Arbor Day



Proclamation

WHEREAS, trees are essential to our environment, providing shade, improving air quality, conserving water, and reducing soil erosion, while enhancing the beauty and well-being of our community; and

WHEREAS, the City of Rowlett is proud to be recognized as both a Tree City USA and a Certified Platinum Scenic City, reflecting our commitment to preserving the natural beauty and sustainability of our urban spaces; and

WHEREAS, trees play a vital role in improving property values, mitigating climate change, reducing energy costs, and fostering biodiversity in our city; and

WHEREAS, Arbor Day, celebrated in Texas since 1889, raises awareness of the importance of trees, and Rowlett remains dedicated to planting, nurturing, and conserving trees as part of our urban forestry efforts; and

WHEREAS, Texas Arbor Day provides an opportunity for citizens to contribute to a greener, more scenic community through tree planting and conservation efforts.

NOW, THEREFORE, I, Jeff Winget, Mayor of the City of Rowlett, and on behalf of the City Council, do hereby proclaim **November 7, 2025**, as

Texas Arbor Day

in the City of Rowlett, Texas, and encourage all citizens to participate in activities that support our urban forest and celebrate the many benefits trees bring to our scenic city.

*In official recognition thereof, I hereby affix my signature
this 4th day of November 2025.*

Jeff Winget, Mayor, City of Rowlett

Meeting Date: 11/4/2025

Agenda Item: 6.A.

Title

Consider action approving the minutes.

Consider action to approve minutes from the following City Council meeting(s): October 20, 2025, City Council Work Session and October 21, 2025, City Council Meeting.

Staff Representative

Deborah Sorensen, City Secretary

Executive Summary

Section 551.021 of the Government Code provides as follows:

- (a) A governmental body shall prepare and keep minutes or make a tape recording of each open meeting of the body.
- (b) The minutes must:
 - (1) state the subject of each deliberation; and
 - (2) indicate each vote, order, decisions or other action taken.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 Govern Transparently & Inclusivity	1.8 Provide accurate and timely information to policy makers and the public.

Background Information

N/A

Discussion

In compliance with State Law and to provide access to citizens of the business conducted by the City, minutes are generated for each public meeting of the City Council. Once approved, these minutes are then published to the website, the City's electronic document storage system and kept on permanent file in the Office of the City Secretary.

Financial/Budget Implications

N/A

Recommended Action

Move to approve minutes from the following City Council meeting(s): October 20, 2025, City Council Work Session and October 21, 2025, City Council Meeting.

Attachments

1. 10.20.25 Work Session Minutes
2. 10.21.25 City Council Meeting Minutes

CITY COUNCIL WORK SESSION MINUTES

Our Vision: A well-planned lakeside community of quality neighborhoods, distinctive amenities, diverse employment, and cultural charm. Rowlett: THE place to live, work and play.

Monday, October 20, 2025

6:00 P.M.

Municipal Building – 4000 Main

Present: Mayor Jeff Winget, Mayor Pro Tem Michael Schupp, Deputy Mayor Pro Tem Mike Britton, Councilmember Jonathan Reaves, Councilmember Marvin Gibbs, Councilmember Elise Bowers, and Councilmember John Bowers III

1. CALL TO ORDER

Mayor Winget called the meeting to order at 6:00 p.m.

2. EXECUTIVE SESSION - None

3. RECONVENE INTO OPEN SESSION AND TAKE ANY NECESSARY OR APPROPRIATE ACTION ON CLOSED/EXECUTIVE SESSION MATTERS – N/A

4. CITIZENS INPUT

None.

5. WORK SESSION

5A. Annual Update from the Arts and Humanities Commission.

Laura Tschoerner, Director of Library, introduced Katie Crenshaw, Chair of the Arts and Humanities Commission. Ms. Crenshaw gave an update regarding the Arts and Humanities Commission. She reviewed the members for FY24 and FY25. Four applications were received for the Cultural Grant and three received awards in the amount of \$4,750. This grant will continue in FY26. Two applications were received for the Gary Alexander Arts in Education Grant and both received awards in the amount of \$1,900. This grant will continue in FY26. This year's writing contest's theme was *Can't Stop Me Now*. There were 137 entries, with first place receiving \$150 and second place receiving \$50. The contest is scheduled to return FY26. Ms. Crenshaw also reviewed the Young Artists Exhibit, which is open to all students in the Lake Ray Hubbard area, K-12. There are 2D and 3D categories in the following divisions: K-2, 3-5, 6-8, 9-12, and Special Needs students. There were 180 entries for FY25. The contest is scheduled to return in FY26.

Amateur signing competition is open to all Rowlett residents. Contestants submit video entry and the top entries proceed to the performance. The categories are Young, Young Adult, Adult, and Senior. Best of the Show was awarded \$200 and first place in each category was awarded \$100. There were 17 performers with 130 audience members. The contest is scheduled to return in FY26. The photography contest is for citizens in Garland and Rockwall ISDs. The photos must be taken within one year of the deadline. There are three categories, people, places, and things. The first

place receives \$150, second place receives \$50, and Best of Show receives \$200. There were 69 entries. The contest is scheduled to return in FY26.

Each year the Commission publishes a complimentary calendar with images from the previous year's competitions. The calendars benefit the citizens of Rowlett and will be provided for 2026. Ms. Crenshaw also reviewed the Rowlett Artist Exchange held on September 19, 2024, at Rowlett Public Library and May 16, 2025, at Drizl Coffee Shop. This event is scheduled to return in FY26. In 2024, the Commission partnered with the Parks & Recreation Department's 12 Days of Christmas for Ornament Decorating. Participants created an ornament for themselves and one for the AHC Christmas tree. 20 adults and 29 children participated. Continuation of this event is undetermined. The Trombone Thanksgiving resulted from a request from former AHC member, Hugo Martinez. Invited local trombone players to perform on November 22. 9 trombone players performed in 2023, and 31 trombone players performed in 2024. This event will continue in FY26.

There was no new public art for FY25. The Commission is working on a Public Art Policy and is reviewing where the next public art should be placed. Ms. Crenshaw also reviewed the SHINE programs. The objective is to provide a welcoming and accessible arts programs for individuals with disabilities to facilitate personal enrichment and social connections through sustainable partnerships with experienced organization.

The goals of the Commission are the development of a Public Art Master Plan policy document to address artwork of all sizes. Provide recommendation to the City Council on curation, site selection, and durations of art selections, and to continue to strategically work with the community to provide accessible opportunities to showcase, express and appreciate art.

Mayor Pro Tem Schupp asked who is funding these projects. Mayor Winget stated that it is capital dollars, about \$50,000 a year, which accrues. Mayor Pro Tem Schupp confirmed that it is not dependent upon outside money. Councilmember Reaves confirmed that the city can use the funds for downtown art/murals.

Mayor Winget asked what's the Commission's policy on AI. Ms. Crenshaw stated that there is no policy just yet. Right now, they have a requirement that AI has not been used in the creation process. Mayor Winget asked for the timeline of completion of the Public Art Master Plan Policy. Ms. Crenshaw responded that by FY27. The Commission would love to have it completed by summer of FY26. Ms. Crenshaw introduced the two Commissioners in attendance, Michele Stoudt-Wright and Stella Hunter. Councilmember E. Bowers appreciates everything the Commission does. She really loves Trombone Thanksgiving.

6. DISCUSS CONSENT AGENDA ITEMS FOR OCTOBER 21, 2025, CITY COUNCIL MEETING.

No items were removed from the Consent Agenda for October 21, 2025, City Council meeting.

7. ADJOURNMENT

Mayor Winget adjourned the meeting at 6:33 pm.

CITY COUNCIL MEETING MINUTES

Our Vision: A well-planned lakeside community of quality neighborhoods, distinctive amenities, diverse employment, and cultural charm. Rowlett: THE place to live, work and play.

Tuesday October 21, 2025

7:00 P.M.

Municipal Building – 4000 Main

Present: Mayor Jeff Winget, Mayor Pro Tem Michael Schupp, Deputy Mayor Pro Tem Mike Britton, Councilmember Jonathan Reaves, Councilmember Marvin Gibbs, Councilmember Elise Bowers, and Councilmember John Bowers III

INVOCATION

The invocation was led by Pastor Thomas Oyelesi, of the Redeemed Christian Church of God Amazing Grace Parish.

PLEDGES OF ALLEGIANCE

The Pledges of Allegiance were led by the City Council.

1. CALL TO ORDER

Mayor Winget called the meeting to order at 7:01 p.m.

2. PRESENTATIONS

2A. Presentation of Proclamation recognizing October 19–25, 2025, as National Friends of Libraries Week.

Councilmember Gibbs presented the Proclamation recognizing October 19–25, 2025, as National Friends of Libraries Week.

2B. Presentation of Proclamation recognizing November 3, 2025, as Alzheimer's Disease Awareness Day.

Deputy Mayor Pro Tem Britton presented the Proclamation recognizing November 3, 2025, as Alzheimer's Disease Awareness Day.

3. CITIZENS INPUT

Alan Hogan, Rowlett – Spoke regarding Lake Bend Estates. He has been a resident since 1991. He reminded City Council that the city owned wall needs to be repaired. This move slowly and it would be nice to see plans or results of the wall. The wall has been in disarray for 3 years.

Mayor Winget gave the following announcements:

COMMUNITY ENGAGEMENT - The City of Rowlett is excited to announce the return of our annual *Scarecrows on Main* competition! This family-friendly tradition invites individuals, families, businesses, and community groups to create their very own one-of-a-kind scarecrow. Winners will be named in the categories of *Best in Show*, *Best Fall Theme*, and *Most Texan*, with first-place winners highlighted on the City's social media pages. Scarecrows will go up from now until the 24th. Voting begins on October 25th.

We've been bragging about our bistro lights that could possibly be a Guinness World Record. We lit up downtown during Oktoberfest on September 19th, and they've added brightness and color to all our downtown events since! Now, we're calling all citizens to help us name them. Log onto our Facebook or Instagram for a link to pick your favorite. Votes will be accepted until 11:59 on October 22nd - don't miss the BIG name reveal during Trunk or Treat October 25th!

Haunted Hall also made its debut this past Friday evening! Head over to the lawn of City Hall now through Halloween to experience spooky animatronics and light up inflatables! It's the perfect way to get into the Halloween Spirit. Hours are 5pm -10pm.

Grab your costume and candy bag—it's time for Trunk or Treat in Downtown Rowlett! 🎃 Explore fun, festively decorated trunks, enjoy carnival rides, bounce houses, food trucks, our haunted hall display, and loads of candy! It's a spooky-good time for kids and grown-ups alike. This is a free event—come join the fun!

When: Saturday, October 25th | 6:00–9:00pm

Where: Downtown Rowlett

Bring your families and help us celebrate! Event details can be found on our website at Rowlett.com.

LIBRARY - During Saturday's Trunk or Treat event, the library will remain open until 9 pm. Feel free to drop by for a moment of relaxation away from the excitement outside or sign up for a library card and receive the treat of free eBooks all year!

Imagine kicking off the holiday season with a group of talented musicians. It's your chance to shine, spread some holiday cheer, and be part of something truly special. The Arts and Humanities Commission is recruiting trombone players to perform at Trombone Thanksgiving on Wednesday, November 26 at 11 am. Register to play or view last year's performance at Rowlett.com/Trombone.

If you know someone who is not getting anywhere with their job search, please send them to the Library on Monday, October 27 at 6:30 to polish up their resume or create a new one from scratch. Visit Rowlett.com/Library for more information about all the programs and services offered.

POLICE - Join Dog Walker Watch!

Do you walk a dog? Love your neighborhood? Want to make a difference while getting some fresh air? Then we need you!

Dog Walker Watch is a crime prevention and awareness program that turns everyday walks into an opportunity to be extra eyes and ears for the Rowlett Police Department. Your walks can help keep our community safe. Please contact Officer Mitchell if you want to be part of program that keeps Rowlett safe.

Contact Officer Mitchell:

 emitchell@rowlett.com

 972-412-6242

Join the Rowlett Police Department and Rowlett Fire Department for our National Prescription Drug Take Back Event!

Safely dispose of expired or unused medications.

Together, we can help prevent misuse and keep our homes and environment safe.

Rowlett Fire Station #1
3900 Miller Road
Saturday, October 25, 2025
10 AM – 2 PM

Accepted Items: Unused or expired medications in pill or capsule form

Not Accepted: needles, lancets, EpiPens, or liquids

This simple act makes a major difference. Let's work together for a safer Rowlett.

Councilmember Reaves stated that Crood is available for adoption at the animal shelter. He has charm and the brains, now he just needs a family full of love, patience, and maybe a treat or two. To meet Crood, to adopt or foster, please contact the Animal Shelter located at 4402 Industrial Street opened Tuesday through Saturday from 10 am to 5 pm. The Animal Shelter is currently at Code Red, which means that all the kennels are full. All adoptions are \$25 and include spade/neuter, microchip, and up-to-date vaccinations. Do you have a free weekend? Please consider giving a shelter pet a sleepover. Sign up to be a weekend foster by contacting AnimalServices@rowlett.com or by calling 972-412-6219. This Saturday, October 25th, is the Adopt-A-Thon Event at the Animal Shelter from 10 am to 3 pm.

4. CONSENT AGENDA

4A. Consider action approving the minutes.

Consider action to approve minutes from the following City Council meeting(s): October 1, 2025, City Council Special Meeting, October 13, 2025, City Council Work Session, and October 14, 2025, City Council Meeting.

This item was approved on the Consent Agenda.

4B. Consider action approving the adoption of the Investment Policy.

Consider action to adopt a resolution adopting the City's Investment Policy for Fiscal Year 2026, including amendments to the investment policies, investment strategies, and approved brokers/dealers list.

This item was approved on the Consent Agenda as RES-115-25.

4C. Consider action to approve Change Order No. 1 and Change Order No. 2 to the City's contract for the Sapphire Bay DPS project with Speed Fab-Crete.

Consider action to adopt a resolution approving and ratifying Change Order No. 1 and Change Order No. 2 to the City's contract for the Sapphire Bay DPS project with Speed Fab-Crete, related to the purchase of furniture, fixtures, and equipment and the Parking Lot for Sapphire Bay Station #5, in the total amount of \$608,758; and providing for an effective date.

This item was approved on the Consent Agenda as RES-116-25.

4D. Consider action to approve the 2025-2026 Bayside Public Improvement District (PID) Service and Assessment Plan for the Bayside PID North Improvement Area.

Consider action to adopt an ordinance adopting changes to the 2025-2026 Bayside Public Improvement District (PID) Service and Assessment Plan including the annual update to the Assessment Roll and levy of assessments on property in the PID pursuant to the Service and Assessment Plan for the Bayside PID – North Improvement Area.

This item was approved on the Consent Agenda as ORD-032-25.

4E. Consider action to approve the 2025-2026 Bayside Public Improvement District (PID) Service and Assessment Plan for the Bayside PID South Improvement Area.

Consider action to approve an ordinance adopting changes to the 2025-2026 Bayside Public Improvement District (PID) Service and Assessment Plan including the annual update to the Assessment Roll and levy of assessments on property in the PID pursuant to the Service and Assessment Plan for the Bayside PID – South Improvement Area.

This item was approved on the Consent Agenda as ORD-033-25.

4F. Consider action to approve the 2025-2026 Trails at Cottonwood Creek Public Improvement District (PID) Service and Assessment Plan for the Trails at Cottonwood Creek PID Major Improvement Area (MIA) and Neighborhood Improvement Area #1 (NIA#1).

Consider action to approve an ordinance adopting changes to the 2025-2026 Trails at Cottonwood Creek Public Improvement District (PID) Service and Assessment Plan including the annual update to the Assessment Roll and levy of assessments on property in the PID pursuant to the Service and Assessment Plan for the Trails at Cottonwood Creek PID – Major Improvement Area (MIA) and Neighborhood Improvement Area #1 (NIA#1)

This item was approved on the Consent Agenda as ORD-034-25.

A motion was made by Deputy Mayor Pro Tem Britton, seconded by Mayor Pro Tem Schupp, to approve all the preceding items marked as having been approved on the Consent Agenda. Motion passed 7-0.

5. INDIVIDUAL CONSIDERATION

- 5A.** Consider action to approve a resolution authorizing the award of a contract for Bid No. 2025-167-B Rowlett Road Pump Station Upper Pressure Plane Additions (Rebid) to Felix Construction Company for a price not to exceed \$1,570,547.00 (\$1,427,770.00 and a 10% contingency of \$142,777.00); authorizing the Mayor or his designee to execute the contract and all necessary and related documents; and providing an effective date.

Kristoff Bauer, Deputy City Manager, presented this item. The project is required to provide adequate water supply to new development in the upper pressure plane. The Rowlett Road Pump Station Upper Pressure Plane serves the North Shore and Downtown areas. This is the second time this project has been bid. Freese & Nichols designed the project.

Mayor Pro Tem Schupp asked if this catches up with current situation or does this give us more room for future growth. Mr. Bauer replied that it should support future growth. Mayor Winget asked how long ago this project started? Mr. Bauer stated it is several years old. Mayor Winget asked what would cause us to use the contingency? Mr. Bauer stated unforeseen pipe conditions may run into contingency. Councilmember Gibbs asked how many responded to the bids. Mr. Bauer stated that it was just one in both bids. The City has a bad reputation in utilities that staff are trying to work past.

A motion was made by Mayor Pro Tem Schupp, seconded by Councilmember E. Bowers, to approve a resolution authorizing the award of a contract for Bid No. 2025-167-B Rowlett Road Pump Station Upper Pressure Plane Additions. Motion passed 7-0.

This item was approved as RES-117-25.

MEMBERS OF THE CITY COUNCIL MAY REQUEST TOPICS TO BE PLACED ON AN AGENDA FOR A SUBSEQUENT MEETING. ANY DELIBERATION OR DECISION SHALL BE LIMITED TO A PROPOSAL TO PLACE TOPIC ON THE AGENDA FOR A SUBSEQUENT MEETING.

There were no items.

6. EXECUTIVE SESSION

- 6A.** City Council will convene into closed, executive session pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) to seek legal advice about initiating condemnation proceedings for the acquisition of Right-of-Way (ROW) and Easements on properties along the Chiesa Road Widening Project in the City of Rowlett, Dallas County, Texas.

Mayor Winget adjourned the meeting into Executive Session at 7:35 pm.

7. RECONVENE INTO OPEN SESSION AND TAKE ANY NECESSARY OR APPROPRIATE ACTION ON CLOSED/EXECUTIVE SESSION MATTERS

Mayor Wingett reconvened the meeting at 8:06 pm.

No action was taken.

8. ADJOURNMENT

Mayor Winget adjourned the meeting at 8:07 pm.

DRAFT

Meeting Date: 11/4/2025

Agenda Item: 6.B.

Title

Consider action to adopt a resolution awarding mowing contracts for Sections III, IV, and V.

Consider action to adopt a resolution authorizing the award of contracts for CSP No. 2025-162-A Mowing Services: Section III - Rights of Ways and Alleys; Section IV – Park Land; and Section V – Utility Stations, to Watts Ellison LLC, dba D&D Commercial Landscape Management (Sections III and V), and Good Earth Corporation (Section IV), at the unit prices proposed, for an initial period through September 30, 2026, with up to four (4) optional one-year renewal periods; authorizing the City Manager or his designee to execute the contracts and all necessary and related documents; and providing an effective date.

Staff Representative

Kristoff Bauer, Deputy City Mgr

Executive Summary

Current contracts for mowing have expired and the results of a competitive bid for this service are presented for consideration.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 INVEST IN TRANSPORTATION & INFRASTRUCTURE	6.2 Upgrade residential streets, alleys, drainage ways, and utility systems.

Background Information

The current contracts for mowing and related services were extended through November 3, 2025, in order to facilitate the rebidding process.

Discussion

Staff issued CSP No. 2025-162-A Mowing Services: Section III - Rights of Ways and Alleys; Section IV – Park Land; and Section V – Utility Stations, to establish an annual fixed price contract for services to be performed at various locations within the City limits. The City received five (5) responses by the stated deadline of August 28, 2025.

The proposals were evaluated by an evaluation committee comprised of three (3) staff

members representing Public Works and Parks Maintenance. Evaluations were based on the following criterion:

- A. Cost proposal as outlined in Section IX. Submittals, Section F. (40%)
- B. Equipment as evidenced in Section IX. Submittals, Section E. (25%)
- C. Staffing as evidenced in Section IX. Submittals, Section B. (15%)
- D. Experience as evidenced in Section IX. Submittals, Section D. (20%)

They are both the incumbent vendors for mowing and related services, and their past performance servicing the City has been satisfactory. Additionally, awarding by section versus awarding by entirety will realize an estimated annual savings of \$150,179.23.

Approval of this resolution will authorize the City Manager or his designee to execute the contracts and all necessary and related documents with Watts Ellison LLC, dba D&D Commercial Landscape Management and Good Earth Corporation, allowing the City to proceed with continuation of services. The contract term will be effective upon award through September 30, 2026, with four (4) optional one-year renewal periods.

Financial/Budget Implications

The estimated annual expenditure for this service is \$501,215.77. All future year expenditures will be contingent upon Council approved budget appropriations.

Account Number	Account Title	Budget Amount	Available Amount	Proposed Amount
1015505-6520	Mowing	608,626.00	608,826.00	501,215.77
TOTAL		608,826.00	608,826.00	501,215.77

Recommended Action

Move to adopt a resolution authorizing the award of contracts for CSP No. 2025-162-A Mowing Services: Section III - Rights of Ways and Alleys; Section IV – Park Land; and Section V – Utility Stations, to Watts Ellison LLC, dba D&D Commercial Landscape Management (Sections III and V), and Good Earth Corporation (Section IV), at the unit prices proposed, for an initial period through September 30, 2026, with up to four (4) optional one-year renewal periods; authorize the City Manager or his designee to execute the contracts and all necessary and related documents; and provide an effective date.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AUTHORIZING THE AWARD OF CONTRACTS FOR CSP NO. 2025-162-A FOR MOWING SERVICES: SECTION III – RIGHTS OF WAYS AND ALLEYS; SECTION IV – PARK LAND; AND SECTION V – UTILITY STATIONS, TO WATTS ELLISON LLC, SOMETIMES D/B/A D&D COMMERCIAL LANDSCAPE MANAGEMENT FOR SECTIONS III AND V, AND TO GOOD EARTH CORPORATION FOR SECTION IV,

ALL AT THE UNIT PRICES PROPOSED; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE CONTRACTS AND ALL NECESSARY AND RELATED DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Rowlett recognizes the need for an efficient and reliable service provider for mowing and related services; and

WHEREAS, the City announced selection of the mowing and related service providers through a formal competitive sealed proposal process, ensuring compliance with procurement regulations and securing the best value for the City; and

WHEREAS, after completion of the evaluation of all proposals received, staff has recommended Watts Ellison LLC, sometimes d/b/a D&D Commercial Landscape Management as the vendor providing the best value for the City for Sections III and V and Good Earth Corporation as the vendor providing the best value for the City for Section IV; and

WHEREAS, the City Council finds it necessary and appropriate to award contracts for mowing and related services to Watts Ellison LLC, sometimes d/b/a D&D Commercial Landscape Management (Sections III and V), and Good Earth Corporation (Section IV); and

WHEREAS, the City Council further authorizes the City Manager or their designee to execute the contracts and all necessary and related documents to effectuate the purchase and ensure the successful implementation of the services.

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

SECTION 1: The City Council hereby awards contracts for CSP No. 2025-162-A Mowing Services: Section III - Rights of Ways and Alleys; Section IV – Park Land; and Section V – Utility Stations, to Watts Ellison LLC, sometimes d/b/a D&D Commercial Landscape Management for Sections III and V and to Good Earth Corporation for Section IV, as the respective best value proposals, and all at the unit prices proposed.

SECTION 2: The City Council hereby authorizes the City Manager to execute contracts with four (4) optional one-year renewal periods for said services; and to execute all necessary and related documents to effectuate the purchase and implementation of the services.

SECTION 3: This resolution shall become effective immediately upon its passage.

Attachments

1. 2025-162-A Proposal Summary

2. 2025-162-A Specifications - Final
3. 2025-162-A Addendum No. 1 - Complete
4. 2025-162-A Contract for Services - DD Sections III and V - Vendor
5. 2025-162-A Contract for Services -Good Earth Section IV - Vendor



**CITY OF ROWLETT
PROPOSAL SUMMARY**

Solicitation Number	CSP No. 2025-162-A
Solicitation Title	Mowing Services: Section III - Rights of Ways and Alleys; Section IV - Park Land; and Section V - Utilities Service
Due Date and Time:	8/28/2025 at 2:00pm

Responding Firms	Section III	Section IV	Section V
Abescape Group, LLC	X	X	X
D&D Commercial Landscape Management	X	X	X
Fresh Start Services			X
Good Earth Corporation	X	X	X
Green World Care Inc.	X	X	X

All responses submitted for the designated project are reflected on this summary sheet. However, the listing of a response on this summary sheet shall not be construed as a comment on the responsiveness or as any indication that the City of Rowlett accepts such submission as being responsive. The City of Rowlett will make a determination as to the responsiveness of the vendor submission based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. Upon award of the contract, in accordance with the law, all responses received will be available for inspection at that time.

Certified by: January Calhoun, CPPO, CPPB, Purchasing Manager, City of Rowlett
 Certified on: August 28, 2025

Section III: Rights-of-Ways and Alleys

Item #	Description of Service Areas	Size	Unit of Measure	# Cycles
1	Spinnaker Cove Green Belt - 8217 Spinnaker Cove	163,974	Sq Ft	15
2	Barton Creek Alley (Barton Creek & Scenic Dr) - 7002 Barton	8,675	Sq Ft	15
3	(Oak Hollow & Pheasant Run) - 9125 Pheasant Run - 9102 Oak Hollow	27,708	Sq Ft	15
4	Pheasant Run Alley - 9125 Pheasant Run - 7610 Dalrock	3,322	Sq Ft	15
5	Dalrock Rd from Liberty Grove to Princeton - 9900/7610 Dalrock	3.35	Acre	15
6	Chiesa from Liberty Grove to Lakeview Pkwy (Hwy 66) 5600-8400 Chiesa	3.90	Acre	15
7	Lakeshore Drainage ROW - 6100 Lakeshore	1,412	Sq Ft	15
8	Point Royale dead end ROW - 509 Point Royal	366	Sq Ft	15
9	Silverthorn Alley - 8700 Brook Hollow	3,774	Sq Ft	15
10	Maui Drainage - 7714 Maui	4,931	Sq Ft	15
11	Oak Hollow Alley - 9102 Oak Hollow	7,186	Sq Ft	15
12	Yeager from Elm Grove to Waterview - 3600 Elm to Waterview	15,279	Sq Ft	15
13	Princeton Rd. to Liberty Grove to dead end 7100-8600 Princeton/8800-9500 Old Princeton (Private Drive)	0.86	Acre	15
14	Elm Grove from Liberty Grove to Vinson - 4000 Elm Grove	1.94	Acre	15
15	Vinson from Elm Grove to Stonewall - 3200 Stonewall	0.83	Acre	15
16	Stonewall from Vinson to City limits sign - 3200 Stonewall	17,342	Sq Ft	15
17	7800 Lakeview/5900 Canterbury NW corner - drainage swell by railing	1,052	Sq Ft	15
18	190 Tollway ROW	10.34	Acre	15
19	Liberty Grove/George Bush to Princeton	3.61	Acre	15
20	University drainage north of Halifax - 3600 University - 4200 Halifax	4,238	Sq Ft	15

21	Dexham Rd from Lakeview Pkwy - 5400 Dexham (Hwy 66) to Miller Rd	3.07	Acre	15
22	Main St from Kirby to lake - Main St. 4700 to lake - to 4600 Centennial	0.65	Acre	15
23	David Alley (David & Smartt) - David 3000/Smartt 4000	0.17	Acre	15
24	Miller Rd from Skyline to bridge - Skyline to 3600 - to Miller Bridge,	66,120	Sq Ft	15
25	Chaha Road - 4100 Traci Road	1.07	Acre	15
26	Century Drive by Bridge - 2909 Century	0.88	Acre	15
27	Lot next to Firestation 1 - 3900-4000 Miller - back to tree Line rough cut	37,029	Sq Ft	15
28	Martin Lot 66 - 6000 Lakeview & 5200 Martin SE corner lot	21,993	Sq Ft	15
29	PGBT frontage South of Miller Rd.	1.25	Acre	15
30	Shipp Road at Lake - 6800 Shipp Road & Lakeview	0.44	Acre	15
31	Denver & Davis Green Belt - 9100 Shipman to Cullins Elementary	2.90	Acre	15
32	Woodside Green Belt - 8200 Highgate to 5100 Dalrock	3.61	Acre	15
33	Chiesa from Lakeview Pkwy - 5500 Chiesa - 1900 Chiesa	8.08	Acre	15
34	Bermuda Green Belt from Schrade to Miller Road - 8700 Miller - 7900 Tidewater to 4300 Delta to 4000 Channel to 7600 Bayview	9.26	Acre	15
35	Navigation Green Belt from Miller to Dalrock & east of Dalrock right of way - 8200 Navigation/8200 Miller	4.57	Acre	15
36	Fuqua Drainage Channel - from 2214 to pump station	10869.00	Sq Ft	15
37	Schrade Rd from Chiesa to Dalrock 7400-8500 Schrade north & south side, Mariner @ Schrade - 4400 Mariner - 4702 and across to wood fence, & Catamaran Drainage - 7400-7800 Schrade (both sides)	5.87	Acre	15
38	Amhurst Alley (Garner to Seascape) 7518 Amherst to 7300 Garner	14929.00	Sq Ft	15
39	Seascape Alley (Fuqua to Chiesa) - 7000 - 7709 Seascape	4188.00	Sq Ft	15
40	Garner Road from Stanford to 7300 Garner	0.09	Acre	15
41	Garner from Chiesa to Randi Rd - 8100 Garner - 7500 Randi Rd.	26446.00	Sq Ft	15
42	Miller from Chiesa to Dalrock - 7400 Miller - 8500 Dalrock	5.50	Acre	15
43	Clay Drive Alley (Woodlake to Greenspoint) - 4818 - 4618 Clay/4610 - 4518	2463.00	Sq Ft	15
44	Corner Lot at Stanford & Chiesa - 2700 Stanford	35906.00	Sq Ft	15
45	Mediterranean Alley from Schrade to Delta - 4300 Delta/7500 Atlantic/Alley	7293.00	Sq Ft	15
46	Marlin Alley from Lagoon to Bayhill - 3817 - 3801 Marlin	8487.00	Sq Ft	15
47	Miller Rd from lake bridge to Chiesa - 6800 - 7300 Miller	1.20	Acre	15

48	Scenic from Woodlake to Heartstone - 4714 Scenic - 9501 Heartstone	25321.00	Sq Ft	15
49	Fairmont Circle Alley from Fairmont to Vagas - 9222 - 9110 Fairmont	3634.00	Sq Ft	15
50	Point Royal Alley - 400 - 509 Point Royal	2488.00	Sq Ft	15
51	Lakewood Estates area by the Lake - 3504 - 4000 Dalrock	18837.00	Sq Ft	15
52	Faringdon Alley (Faringdon & Rowlett Rd) 6418 - 6000 Faringdon	8666.00	Sq Ft	15
53	Drainage Channel behind Gardenia - 6600 - 6417 Gardenia	1.14	Acre	15
54	Azalea Green Belt - 5800 - 5614 Azalea	0.51	Acre	15
55	Old Rowlett Road (behind fences) - 5600 - 6100 Old Rowlett Road	0.42	Acre	15
56	Big A Road (Southside) - 3600 - 4300 Big A Rd.	69085.00	Sq Ft	15
57	Merritt Road from Liberty Grove to City Limit sign (7400-9958 Merritt)	364712.00	Sq Ft	15
58	Toler Rd from (Springfield Estates Wall) 2600 Toler - 2802 Toler	41861.00	Sq Ft	15
59	Hickox Road East of Merritt to Misty Lane (4000-4450 Hickox)	9105.00	Sq Ft	15
60	Misty Lane (4400-4317 Misty Lane)	14257.00	Sq Ft	15
61	Dexham Triangle - 6700 Dexham @ Castle	7205.00	Sq Ft	15
62	Hancock Alley - 6300 Hancock	1736.00	Sq Ft	15
63	Conestoga & Post Oak Alley - 6718 - 6926 Post Oak/Conestoga	3934.00	Sq Ft	15
64	Northhampton Alley - 1602 - 1802 North Hampton	2700.00	Sq Ft	15
65	Wildhaven Alley - 6706 - 6318 Wildhaven	738.00	Sq Ft	15
66	Castle from Rowlett Rd. to Brookfield Dr.	2.42	Acre	15
67	Post Oak Alley - 1618 Post Oak - 2210 Wellsely	733.00	Sq Ft	15
68	Wellsely Alley - 2306 - 2406 Wellsely	1209.00	Sq Ft	15
69	6000 Farrington	0.11	Acre	15
70	Drainage to Walmart entrance on Kenwood	0.50	Acre	15
71	Castle from Rowlett Rd. south side MCW from fences to telephone poles	42368.00	Sq Ft	15
72	Old Merritt Road 7301 - 7518	0.21	Acre	15
73	Richard St	11623.00	Sq Ft	15
74	Rowlett Rd - North of DART tracks	16406.00	Sq Ft	15
75	Schrade Rd - Fire Training facility South of Schrade Rd	318971.00	Sq Ft	15
76	Merritt Court 9320-9849	29413.00	Sq Ft	15
77	Graham Drive Alley	6346.00	Sq Ft	6
78	9717 Rochdale	1703.00	Sq Ft	6

79	6502 Warwick Drive	4551.00	Sq Ft	6
80	Cypress and Maple Alley	5862.00	Sq Ft	6

Total Section III - Rights-of-Ways and Alleys

Section IV: Park Land

Item #	Description of Service Areas	Size	Unit of Measure	# Cycles
1a	Pecan Grove Park, Includes Community Centre Entry and Bed, and Coyle House	13.11	Acre	30
1b	Pecan Grove Park 2	41.99	Acre	15
2	Herfurth Park	10.05	Acre	30
3a	Rowlett Community Park	31.34	Acre	30
3b	Rowlett Community Park	37.76	Acre	15
4a	Springfield Park	15.04	Acre	30
4b	Springfield Park	61.53	Acre	20
5a	Shorewood Park	2.83	Acre	30
5b	Shorewood Park	10.01	Acre	15
6	Lakeside Park	5.21	Acre	30
7	Issac Scruggs Park	5.41	Acre	30
8	Nature Trail	3.30	Acre	15
9	Twin Star Park	3.77	Acre	30
10	Mayors Park	5.71	Acre	15
11	Columbia Park	3.64	Acre	15
12	Schrade Bluebonnet Park	4.78	Acre	30
13	Kenwood Heights Park	2.17	Acre	30
14	Sunset Park, Non-Irrigated	7.40	Acre	15
15	Environmental Learning Center	4.54	Acre	15
16	Paddle Point Park	0.73	Acre	30
17	Cedar Bridge Park	2.60	Acre	15
18	Katy Railroad Park	12.14	Acre	30

19	Scenic Point Part	0.50	Acre	15
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Total Section IV – Park Land

Section V: Utility Stations

Item #	Description of Service Areas	Size	Unit of Measure	# Cycles
1	Bayside Station – 6900 LaCosta	10,000	Sq Ft	15
2	College Park Station – 7813 Garner Rd	1,100	Sq Ft	15
3	Community Park 1 Station – 10800 Yeager	1,100	Sq Ft	15
4	Community Park 2 Station – 10802 Yeager	1,250	Sq Ft	15
5	Dalrock Station – 2014 Dalrock Rd	1,900	Sq Ft	15
6	Eastside Station – 6828 Hwy 66	26,000	Sq Ft	15
7	Enclave Station – 10429 Liberty Grove Rd	1,400	Sq Ft	15
8	Main Street Station – 3201 Main St	25,000	Sq Ft	15
9	Miller Station – 5402 Miller Rd	6,300	Sq Ft	15
10	Northside 1 Station – 8500 McCleery	3,200	Sq Ft	15
11	Rowlett Rd Station – 3700 Rowlett Rd	27,000	Sq Ft	15
12	Springfield Station – 2417 Scarlet Oak Dr	4,400	Sq Ft	15
13	Waterside Station – 2401 Kirby Rd	2,500	Sq Ft	15
14	Westside Station – 5701 Hwy 66	40,000	Sq Ft	15
15	Rowlett Rd Water Station – 7716 Rowlett Rd	178,000	Sq Ft	15
16	Merritt Station – 9606 Merritt Rd	146,100	Sq Ft	15
17	Liberty Grove Station – 10217 Liberty Grove Rd	48,000	Sq Ft	15
18	EULA Station – 5401 Eula Dr	41,000	Sq Ft	15
19	Kirby Station – 3901 South PGBT	81,500	Sq Ft	15
20	Chiesa Station – 2901 Chiesa Rd	123,000	Sq Ft	15
21	Raw Water Station – 10330 Liberty Grove Rd	4,500	Sq Ft	15

Total Section V – Utility Stations

Grand Total All Sections

CSP 2025-162-A

III - Rights of Ways and Alleys; Section IV - Park Land; and Section V - Utility Stations

Line Item Tabulation

Abescape Group, LLC		D&D Commercial Landscape Management		Fresh Start Services		Good Earth
1418 Milam St., Ft. Worth, TX		PO Box 741236, Dallas, TX		4801 N Galloway Ave Ste 111, Mesquite,		
Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price
\$ 250.00	\$ 3,750.00	\$ 289.37	\$ 4,340.50	No Bid	No Bid	\$ 412.00
\$ 65.00	\$ 975.00	\$ 30.00	\$ 450.00	No Bid	No Bid	\$ 60.00
\$ 50.00	\$ 750.00	\$ 50.00	\$ 750.00	No Bid	No Bid	\$ 70.00
\$ 45.00	\$ 675.00	\$ 30.00	\$ 450.00	No Bid	No Bid	\$ 60.00
\$ 350.00	\$ 5,250.00	\$ 375.00	\$ 5,625.00	No Bid	No Bid	\$ 366.00
\$ 390.00	\$ 5,850.00	\$ 299.84	\$ 4,497.66	No Bid	No Bid	\$ 427.00
\$ 65.00	\$ 975.00	\$ 10.00	\$ 150.00	No Bid	No Bid	\$ 60.00
\$ 65.00	\$ 975.00	\$ 10.00	\$ 150.00	No Bid	No Bid	\$ 60.00
\$ 65.00	\$ 975.00	\$ 30.00	\$ 450.00	No Bid	No Bid	\$ 60.00
\$ 65.00	\$ 975.00	\$ 30.00	\$ 450.00	No Bid	No Bid	\$ 60.00
\$ 65.00	\$ 975.00	\$ 30.00	\$ 450.00	No Bid	No Bid	\$ 60.00
\$ 65.00	\$ 975.00	\$ 30.00	\$ 450.00	No Bid	No Bid	\$ 60.00
\$ 65.00	\$ 975.00	\$ 66.12	\$ 991.79	No Bid	No Bid	\$ 235.00
\$ 144.00	\$ 2,160.00	\$ 149.15	\$ 2,237.30	No Bid	No Bid	\$ 212.00
\$ 95.00	\$ 1,425.00	\$ 70.00	\$ 1,050.00	No Bid	No Bid	\$ 91.00
\$ 65.00	\$ 975.00	\$ 30.00	\$ 450.00	No Bid	No Bid	\$ 60.00
\$ 65.00	\$ 975.00	\$ 30.00	\$ 450.00	No Bid	No Bid	\$ 60.00
\$ 1,125.00	\$ 16,875.00	\$ 1,300.00	\$ 19,500.00	No Bid	No Bid	\$ 1,883.00
\$ 350.00	\$ 5,250.00	\$ 300.00	\$ 4,500.00	No Bid	No Bid	\$ 395.00
\$ 65.00	\$ 975.00	\$ 30.00	\$ 450.00	No Bid	No Bid	\$ 60.00

\$ 350.00	\$ 5,250.00	\$ 236.03	\$ 3,540.47	No Bid	No Bid	\$ 336.00
\$ 65.00	\$ 975.00	\$ 50.00	\$ 750.00	No Bid	No Bid	\$ 119.00
\$ 65.00	\$ 975.00	\$ 50.00	\$ 750.00	No Bid	No Bid	\$ 60.00
\$ 125.00	\$ 1,875.00	\$ 116.70	\$ 1,750.52	No Bid	No Bid	\$ 415.00
\$ 110.00	\$ 1,650.00	\$ 90.00	\$ 1,350.00	No Bid	No Bid	\$ 117.00
\$ 95.00	\$ 1,425.00	\$ 67.66	\$ 1,014.86	No Bid	No Bid	\$ 97.00
\$ 65.00	\$ 975.00	\$ 65.00	\$ 975.00	No Bid	No Bid	\$ 155.00
\$ 65.00	\$ 975.00	\$ 10.00	\$ 150.00	No Bid	No Bid	\$ 92.00
\$ 120.00	\$ 1,800.00	\$ 96.10	\$ 1,441.56	No Bid	No Bid	\$ 137.00
\$ 65.00	\$ 975.00	\$ 30.00	\$ 450.00	No Bid	No Bid	\$ 60.00
\$ 275.00	\$ 4,125.00	\$ 222.96	\$ 3,344.42	No Bid	No Bid	\$ 317.00
\$ 320.00	\$ 4,800.00	\$ 270.00	\$ 4,050.00	No Bid	No Bid	\$ 395.00
\$ 650.00	\$ 9,750.00	\$ 625.00	\$ 9,375.00	No Bid	No Bid	\$ 883.00
\$ 750.00	\$ 11,250.00	\$ 711.94	\$ 10,679.07	No Bid	No Bid	\$ 1,687.00
\$ 375.00	\$ 5,625.00	\$ 351.36	\$ 5,270.34	No Bid	No Bid	\$ 833.00
\$ 65.00	\$ 975.00	\$ 20.00	\$ 300.00	No Bid	No Bid	\$ 60.00
\$ 520.00	\$ 7,800.00	\$ 451.30	\$ 6,769.56	No Bid	No Bid	\$ 1,069.00
\$ 65.00	\$ 975.00	\$ 25.00	\$ 375.00	No Bid	No Bid	\$ 60.00
\$ 65.00	\$ 975.00	\$ 25.00	\$ 375.00	No Bid	No Bid	\$ 60.00
\$ 65.00	\$ 975.00	\$ 30.00	\$ 450.00	No Bid	No Bid	\$ 60.00
\$ 65.00	\$ 975.00	\$ 46.68	\$ 700.16	No Bid	No Bid	\$ 111.00
\$ 450.00	\$ 6,750.00	\$ 422.86	\$ 6,342.86	No Bid	No Bid	\$ 1,002.00
\$ 65.00	\$ 975.00	\$ 25.00	\$ 375.00	No Bid	No Bid	\$ 60.00
\$ 85.00	\$ 1,275.00	\$ 40.00	\$ 600.00	No Bid	No Bid	\$ 91.00
\$ 65.00	\$ 975.00	\$ 25.00	\$ 375.00	No Bid	No Bid	\$ 60.00
\$ 65.00	\$ 975.00	\$ 25.00	\$ 375.00	No Bid	No Bid	\$ 60.00
\$ 65.00	\$ 975.00	\$ 92.26	\$ 1,383.90	No Bid	No Bid	\$ 219.00

\$ 110.00	\$ 1,650.00	\$ 44.69	\$ 670.37	No Bid	No Bid	\$ 106.00
\$ 65.00	\$ 975.00	\$ 30.00	\$ 450.00	No Bid	No Bid	\$ 60.00
\$ 65.00	\$ 975.00	\$ 30.00	\$ 450.00	No Bid	No Bid	\$ 60.00
\$ 65.00	\$ 975.00	\$ 10.00	\$ 150.00	No Bid	No Bid	\$ 79.00
\$ 65.00	\$ 975.00	\$ 30.00	\$ 450.00	No Bid	No Bid	\$ 60.00
\$ 65.00	\$ 975.00	\$ 87.65	\$ 1,314.70	No Bid	No Bid	\$ 208.00
\$ 65.00	\$ 975.00	\$ 40.00	\$ 600.00	No Bid	No Bid	\$ 93.00
\$ 65.00	\$ 975.00	\$ 30.00	\$ 450.00	No Bid	No Bid	\$ 60.00
\$ 120.00	\$ 1,800.00	\$ 65.00	\$ 975.00	No Bid	No Bid	\$ 174.00
\$ 750.00	\$ 11,250.00	\$ 643.71	\$ 9,655.72	No Bid	No Bid	\$ 915.00
\$ 110.00	\$ 1,650.00	\$ 73.88	\$ 1,108.27	No Bid	No Bid	\$ 105.00
\$ 65.00	\$ 975.00	\$ 30.00	\$ 450.00	No Bid	No Bid	\$ 60.00
\$ 65.00	\$ 975.00	\$ 30.00	\$ 450.00	No Bid	No Bid	\$ 60.00
\$ 65.00	\$ 975.00	\$ 30.00	\$ 450.00	No Bid	No Bid	\$ 60.00
\$ 65.00	\$ 975.00	\$ 30.00	\$ 450.00	No Bid	No Bid	\$ 60.00
\$ 65.00	\$ 975.00	\$ 30.00	\$ 450.00	No Bid	No Bid	\$ 60.00
\$ 65.00	\$ 975.00	\$ 30.00	\$ 450.00	No Bid	No Bid	\$ 60.00
\$ 65.00	\$ 975.00	\$ 30.00	\$ 450.00	No Bid	No Bid	\$ 60.00
\$ 65.00	\$ 975.00	\$ 30.00	\$ 450.00	No Bid	No Bid	\$ 60.00
\$ 210.00	\$ 3,150.00	\$ 186.06	\$ 2,790.86	No Bid	No Bid	\$ 265.00
\$ 65.00	\$ 975.00	\$ 30.00	\$ 450.00	No Bid	No Bid	\$ 60.00
\$ 65.00	\$ 975.00	\$ 30.00	\$ 450.00	No Bid	No Bid	\$ 60.00
\$ 65.00	\$ 975.00	\$ 30.00	\$ 450.00	No Bid	No Bid	\$ 60.00
\$ 65.00	\$ 975.00	\$ 38.44	\$ 576.62	No Bid	No Bid	\$ 60.00
\$ 210.00	\$ 3,150.00	\$ 74.78	\$ 1,121.69	No Bid	No Bid	\$ 107.00
\$ 65.00	\$ 975.00	\$ 30.00	\$ 450.00	No Bid	No Bid	\$ 60.00
\$ 65.00	\$ 975.00	\$ 30.00	\$ 450.00	No Bid	No Bid	\$ 60.00
\$ 65.00	\$ 975.00	\$ 30.00	\$ 450.00	No Bid	No Bid	\$ 69.00
\$ 650.00	\$ 9,750.00	\$ 400.00	\$ 6,000.00	No Bid	No Bid	\$ 1,334.00
\$ 65.00	\$ 975.00	\$ 51.91	\$ 778.71	No Bid	No Bid	\$ 123.00
\$ 65.00	\$ 390.00	\$ 10.00	\$ 60.00	No Bid	No Bid	\$ 60.00
\$ 65.00	\$ 390.00	\$ 10.00	\$ 60.00	No Bid	No Bid	\$ 60.00

\$ 65.00	\$ 390.00	\$ 10.00	\$ 60.00	No Bid	No Bid	\$ 60.00
\$ 65.00	\$ 390.00	\$ 30.00	\$ 180.00	No Bid	No Bid	\$ 60.00
\$ 185,145.00		\$ 144,906.89		No Bid		\$
Abescape Group, LLC		D&D Commercial Landscape Management		Fresh Start Services		Good Earth
Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price
\$ 750.00	\$ 22,500.00	\$ 1,324.11	\$ 39,723.30	No Bid	No Bid	\$ 642.00
\$ 1,300.00	\$ 19,500.00	\$ 4,240.99	\$ 63,614.85	No Bid	No Bid	\$ 1,645.00
\$ 675.00	\$ 20,250.00	\$ 1,015.05	\$ 30,451.50	No Bid	No Bid	\$ 492.00
\$ 1,500.00	\$ 45,000.00	\$ 3,165.34	\$ 94,960.20	No Bid	No Bid	\$ 1,227.00
\$ 1,500.00	\$ 22,500.00	\$ 3,813.76	\$ 57,206.40	No Bid	No Bid	\$ 1,557.00
\$ 950.00	\$ 28,500.00	\$ 1,519.04	\$ 45,571.20	No Bid	No Bid	\$ 862.00
\$ 2,200.00	\$ 44,000.00	\$ 6,214.53	\$ 124,290.60	No Bid	No Bid	\$ 2,410.00
\$ 300.00	\$ 9,000.00	\$ 285.83	\$ 8,574.90	No Bid	No Bid	\$ 468.00
\$ 450.00	\$ 6,750.00	\$ 1,011.01	\$ 15,165.15	No Bid	No Bid	\$ 491.00
\$ 400.00	\$ 12,000.00	\$ 526.21	\$ 15,786.30	No Bid	No Bid	\$ 361.00
\$ 400.00	\$ 12,000.00	\$ 546.41	\$ 16,392.30	No Bid	No Bid	\$ 375.00
\$ 325.00	\$ 4,875.00	\$ 333.30	\$ 4,999.50	No Bid	No Bid	\$ 298.00
\$ 320.00	\$ 9,600.00	\$ 380.77	\$ 11,423.10	No Bid	No Bid	\$ 341.00
\$ 320.00	\$ 4,800.00	\$ 576.71	\$ 8,650.65	No Bid	No Bid	\$ 280.00
\$ 250.00	\$ 3,750.00	\$ 367.64	\$ 5,514.60	No Bid	No Bid	\$ 215.00
\$ 320.00	\$ 9,600.00	\$ 482.78	\$ 14,483.40	No Bid	No Bid	\$ 432.00
\$ 250.00	\$ 7,500.00	\$ 219.17	\$ 6,575.10	No Bid	No Bid	\$ 318.00
\$ 320.00	\$ 4,800.00	\$ 747.40	\$ 11,211.00	No Bid	No Bid	\$ 362.00
\$ 475.00	\$ 7,125.00	\$ 458.54	\$ 6,878.10	No Bid	No Bid	\$ 411.00
\$ 175.00	\$ 5,250.00	\$ 73.73	\$ 2,211.90	No Bid	No Bid	\$ 215.00
\$ 175.00	\$ 2,625.00	\$ 262.60	\$ 3,939.00	No Bid	No Bid	\$ 235.00
\$ 620.00	\$ 18,600.00	\$ 1,226.14	\$ 36,784.20	No Bid	No Bid	\$ 600.00

\$ 250.00	\$ 3,750.00	\$ 50.50	\$ 757.50	No Bid	No Bid	\$ 125.00
\$ 324,275.00		\$ 625,164.75		No Bid		\$
Abescape Group, LLC		D&D Commercial Landscape Management		Fresh Start Services		Good Earth
Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price
\$ 65.00	\$ 975.00	\$ 50.00	\$ 750.00	\$ 170.00	\$ 2,550.00	\$ 84.00
\$ 65.00	\$ 975.00	\$ 50.00	\$ 750.00	\$ 150.00	\$ 2,250.00	\$ 55.00
\$ 65.00	\$ 975.00	\$ 50.00	\$ 750.00	\$ 150.00	\$ 2,250.00	\$ 55.00
\$ 65.00	\$ 975.00	\$ 50.00	\$ 750.00	\$ 150.00	\$ 2,250.00	\$ 55.00
\$ 65.00	\$ 975.00	\$ 50.00	\$ 750.00	\$ 150.00	\$ 2,250.00	\$ 55.00
\$ 65.00	\$ 975.00	\$ 60.28	\$ 904.27	\$ 170.00	\$ 2,550.00	\$ 164.00
\$ 65.00	\$ 975.00	\$ 50.00	\$ 750.00	\$ 150.00	\$ 2,250.00	\$ 55.00
\$ 65.00	\$ 975.00	\$ 57.97	\$ 869.49	\$ 170.00	\$ 2,550.00	\$ 157.00
\$ 65.00	\$ 975.00	\$ 50.00	\$ 750.00	\$ 140.00	\$ 2,100.00	\$ 55.00
\$ 65.00	\$ 975.00	\$ 50.00	\$ 750.00	\$ 150.00	\$ 2,250.00	\$ 55.00
\$ 65.00	\$ 975.00	\$ 62.60	\$ 939.05	\$ 150.00	\$ 2,250.00	\$ 170.00
\$ 65.00	\$ 975.00	\$ 50.00	\$ 750.00	\$ 100.00	\$ 1,500.00	\$ 56.00
\$ 65.00	\$ 975.00	\$ 50.00	\$ 750.00	\$ 150.00	\$ 2,250.00	\$ 55.00
\$ 65.00	\$ 975.00	\$ 92.75	\$ 1,391.18	\$ 240.00	\$ 3,600.00	\$ 335.00
\$ 65.00	\$ 975.00	\$ 412.72	\$ 6,190.77	\$ 700.00	\$ 10,500.00	\$ 559.00
\$ 65.00	\$ 975.00	\$ 338.75	\$ 5,081.30	\$ 600.00	\$ 9,000.00	\$ 459.00
\$ 65.00	\$ 975.00	\$ 111.29	\$ 1,669.42	\$ 240.00	\$ 3,600.00	\$ 402.00
\$ 65.00	\$ 975.00	\$ 95.06	\$ 1,425.96	\$ 240.00	\$ 3,600.00	\$ 343.00
\$ 65.00	\$ 975.00	\$ 188.97	\$ 2,834.54	\$ 350.00	\$ 5,250.00	\$ 256.00
\$ 65.00	\$ 975.00	\$ 285.19	\$ 4,277.89	\$ 500.00	\$ 7,500.00	\$ 386.00
\$ 65.00	\$ 975.00	\$ 50.00	\$ 750.00	\$ 150.00	\$ 2,250.00	\$ 57.00
\$ 20,475.00		\$ 33,833.88		\$ 74,550.00		\$

\$	529,895.00	\$	803,905.52	\$	74,550.00	\$
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INCOMPLETE

Corporation	Green World Care Inc.	
Extended Price	Unit Price	Extended Price
\$ 6,180.00	\$ 263.50	\$ 3,952.54
\$ 900.00	\$ 40.00	\$ 600.00
\$ 1,050.00	\$ 44.53	\$ 667.89
\$ 900.00	\$ 40.00	\$ 600.00
\$ 5,490.00	\$ 234.50	\$ 3,517.50
\$ 6,405.00	\$ 273.00	\$ 4,095.00
\$ 900.00	\$ 40.00	\$ 600.00
\$ 900.00	\$ 40.00	\$ 600.00
\$ 900.00	\$ 40.00	\$ 600.00
\$ 900.00	\$ 40.00	\$ 600.00
\$ 900.00	\$ 40.00	\$ 600.00
\$ 900.00	\$ 40.00	\$ 600.00
\$ 3,525.00	\$ 60.20	\$ 903.00
\$ 3,180.00	\$ 135.80	\$ 2,037.00
\$ 1,365.00	\$ 58.10	\$ 871.50
\$ 900.00	\$ 40.00	\$ 600.00
\$ 900.00	\$ 40.00	\$ 600.00
\$ 28,245.00	\$ 723.80	\$ 10,857.00
\$ 5,925.00	\$ 252.70	\$ 3,790.50
\$ 900.00	\$ 40.00	\$ 600.00

\$ 5,040.00	\$ 214.90	\$ 3,223.50
\$ 1,785.00	\$ 45.50	\$ 682.50
\$ 900.00	\$ 40.00	\$ 600.00
\$ 6,225.00	\$ 106.25	\$ 1,593.80
\$ 1,755.00	\$ 74.90	\$ 1,123.50
\$ 1,455.00	\$ 61.60	\$ 924.00
\$ 2,325.00	\$ 59.50	\$ 892.57
\$ 1,380.00	\$ 35.34	\$ 530.13
\$ 2,055.00	\$ 87.50	\$ 1,312.50
\$ 900.00	\$ 40.00	\$ 600.00
\$ 4,755.00	\$ 203.00	\$ 3,045.00
\$ 5,925.00	\$ 252.70	\$ 3,790.50
\$ 13,245.00	\$ 565.60	\$ 8,484.00
\$ 25,305.00	\$ 648.20	\$ 9,723.00
\$ 12,495.00	\$ 319.90	\$ 4,798.50
\$ 900.00	\$ 40.00	\$ 600.00
\$ 16,035.00	\$ 410.90	\$ 6,163.50
\$ 900.00	\$ 40.00	\$ 600.00
\$ 900.00	\$ 40.00	\$ 600.00
\$ 900.00	\$ 40.00	\$ 600.00
\$ 1,665.00	\$ 42.50	\$ 637.47
\$ 15,030.00	\$ 385.00	\$ 5,775.00
\$ 900.00	\$ 40.00	\$ 600.00
\$ 1,365.00	\$ 57.70	\$ 865.50
\$ 900.00	\$ 40.00	\$ 600.00
\$ 900.00	\$ 40.00	\$ 600.00
\$ 3,285.00	\$ 84.00	\$ 1,260.00

\$ 1,590.00	\$ 40.69	\$ 610.35
\$ 900.00	\$ 40.00	\$ 600.00
\$ 900.00	\$ 40.00	\$ 600.00
\$ 1,185.00	\$ 40.00	\$ 600.00
\$ 900.00	\$ 40.00	\$ 600.00
\$ 3,120.00	\$ 79.80	\$ 1,197.00
\$ 1,395.00	\$ 40.00	\$ 600.00
\$ 900.00	\$ 40.00	\$ 600.00
\$ 2,610.00	\$ 111.02	\$ 1,665.27
\$ 13,725.00	\$ 586.08	\$ 8,791.27
\$ 1,575.00	\$ 67.27	\$ 1,009.05
\$ 900.00	\$ 40.00	\$ 600.00
\$ 900.00	\$ 40.00	\$ 600.00
\$ 900.00	\$ 40.00	\$ 600.00
\$ 900.00	\$ 40.00	\$ 600.00
\$ 900.00	\$ 40.00	\$ 600.00
\$ 900.00	\$ 40.00	\$ 600.00
\$ 900.00	\$ 40.00	\$ 600.00
\$ 900.00	\$ 40.00	\$ 600.00
\$ 3,975.00	\$ 169.40	\$ 2,541.00
\$ 900.00	\$ 40.00	\$ 600.00
\$ 900.00	\$ 40.00	\$ 600.00
\$ 900.00	\$ 40.00	\$ 600.00
\$ 900.00	\$ 40.00	\$ 600.00
\$ 1,605.00	\$ 68.08	\$ 1,021.27
\$ 900.00	\$ 40.00	\$ 600.00
\$ 900.00	\$ 40.00	\$ 600.00
\$ 1,035.00	\$ 40.00	\$ 600.00
\$ 20,010.00	\$ 512.58	\$ 7,688.69
\$ 1,845.00	\$ 47.27	\$ 708.99
\$ 360.00	\$ 65.00	\$ 390.00
\$ 360.00	\$ 65.00	\$ 390.00

\$ 360.00	\$ 65.00	\$ 390.00
\$ 360.00	\$ 65.00	\$ 390.00
270,900.00	\$ 136,309.81	
Corporation	Green World Care Inc.	

Extended Price	Unit Price	Extended Price
\$ 19,260.00	\$ 786.60	\$ 23,598.00
\$ 24,675.00	\$ 2,309.45	\$ 34,641.75
\$ 14,760.00	\$ 603.00	\$ 18,090.00
\$ 36,810.00	\$ 1,880.40	\$ 56,412.00
\$ 23,355.00	\$ 2,076.80	\$ 31,152.00
\$ 25,860.00	\$ 902.40	\$ 27,072.00
\$ 48,200.00	\$ 3,384.15	\$ 67,683.00
\$ 14,040.00	\$ 169.80	\$ 5,094.00
\$ 7,365.00	\$ 550.55	\$ 8,258.25
\$ 10,830.00	\$ 312.60	\$ 9,378.00
\$ 11,250.00	\$ 324.60	\$ 9,738.00
\$ 4,470.00	\$ 198.00	\$ 2,970.00
\$ 10,230.00	\$ 226.20	\$ 6,786.00
\$ 4,200.00	\$ 314.05	\$ 4,710.75
\$ 3,225.00	\$ 200.20	\$ 3,003.00
\$ 12,960.00	\$ 286.80	\$ 8,604.00
\$ 9,540.00	\$ 130.20	\$ 3,906.00
\$ 5,430.00	\$ 407.00	\$ 6,105.00
\$ 6,165.00	\$ 272.40	\$ 4,086.00
\$ 6,450.00	\$ 43.80	\$ 1,314.00
\$ 3,525.00	\$ 143.00	\$ 2,145.00
\$ 18,000.00	\$ 728.40	\$ 21,852.00

\$ 1,875.00	\$ 40.00	\$ 600.00
322,475.00	\$ 357,198.75	
Corporation	Green World Care Inc.	
Extended Price	Unit Price	Extended Price
\$ 1,260.00	\$ 35.00	\$ 525.00
\$ 825.00	\$ 35.00	\$ 525.00
\$ 825.00	\$ 35.00	\$ 525.00
\$ 825.00	\$ 35.00	\$ 525.00
\$ 825.00	\$ 35.00	\$ 525.00
\$ 2,460.00	\$ 35.81	\$ 537.19
\$ 825.00	\$ 35.00	\$ 525.00
\$ 2,355.00	\$ 34.44	\$ 516.53
\$ 825.00	\$ 35.00	\$ 525.00
\$ 825.00	\$ 35.00	\$ 525.00
\$ 2,550.00	\$ 37.19	\$ 557.85
\$ 840.00	\$ 35.00	\$ 525.00
\$ 825.00	\$ 35.00	\$ 525.00
\$ 5,025.00	\$ 55.10	\$ 826.45
\$ 8,385.00	\$ 245.18	\$ 3,677.69
\$ 6,885.00	\$ 201.24	\$ 3,018.60
\$ 6,030.00	\$ 66.12	\$ 991.74
\$ 5,145.00	\$ 56.47	\$ 847.11
\$ 3,840.00	\$ 112.26	\$ 1,683.88
\$ 5,790.00	\$ 169.42	\$ 2,541.32
\$ 855.00	\$ 35.00	\$ 525.00
58,020.00	\$ 20,973.35	

651,395.00	\$	514,481.91
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Section III

Lowest Cost	Cost	Points	Vendor
\$136,309.81	\$ 185,145.00	29.45	Abescape Group, LLC
\$136,309.81	\$ 144,906.89	37.63	D&D Commercial Landscape Management
\$136,309.81	\$ 270,900.00	20.13	Good Earth Corporation
\$136,309.81	\$ 136,309.81	40.00	Green World Care Inc.

Section IV

Lowest Cost	Cost	Points	Vendor
\$322,475.00	\$ 324,275.00	39.78	Abescape Group, LLC
\$322,475.00	\$ 625,164.75	20.63	D&D Commercial Landscape Management
\$322,475.00	\$ 322,475.00	40.00	Good Earth Corporation
\$322,475.00	\$ 357,198.75	36.11	Green World Care Inc.

Section V

Lowest Cost	Cost	Points	Vendor
\$20,475.00	\$ 20,475.00	40.00	Abescape Group, LLC
\$20,475.00	\$ 33,833.88	24.21	D&D Commercial Landscape Management
\$20,475.00	\$ 74,550.00	10.99	Fresh Start Services
\$20,475.00	\$ 58,020.00	14.12	Good Earth Corporation
\$20,475.00	\$ 20,973.35	39.05	Green World Care Inc.

Points - Per Section			
Section III			
Technical Score	Cost Points	Total	Vendor
36.92	29.45	66.37	Abescape Group, LLC
37.08	37.63	74.71	D&D Commercial Landscape Management
42.17	20.13	62.30	Good Earth Corporation
37.50	40.00	77.50	Green World Care Inc.
Section IV			
Technical Score	Cost Points	Total	Vendor
34.58	39.78	74.36	Abescape Group, LLC
37.08	20.63	57.71	D&D Commercial Landscape Management
42.17	40.00	82.17	Good Earth Corporation
36.92	36.11	73.03	Green World Care Inc.
Section V			
Technical Score	Cost Points	Total	Vendor
32.02	40.00	72.02	Abescape Group, LLC
40.92	24.21	65.13	D&D Commercial Landscape Management
22.50	10.99	33.49	Fresh Start Services
42.17	14.12	56.29	Good Earth Corporation
37.67	39.05	76.72	Green World Care Inc.
Points - All Sections Combined			
All Sections			
Technical Score	Cost Points	Total	Vendor
103.52	109.23	212.75	Abescape Group, LLC
115.08	82.47	197.55	D&D Commercial Landscape Management
126.51	74.24	200.75	Good Earth Corporation
112.09	115.16	227.25	Green World Care Inc.

Award by Section		
Group III	\$ 136,309.81	Green World Care, Inc.
Group IV	\$ 322,475.00	Good Earth Corporation
Group V	\$ 20,973.35	Green World Care, Inc.
Total Award	\$ 479,758.16	
Award by Entirety	\$ 514,481.91	Green World Care, Inc.
Annual Savings - Award by Section	\$ 34,723.75	\$ 21,457.61

After reference checks:

Award by Section		
Group III	\$ 144,906.89	D&D Commercial Landscape Management
Group IV	\$ 322,475.00	Good Earth Corporation
Group V	\$ 33,833.88	D&D Commercial Landscape Management
Total Award	\$ 501,215.77	
Award by Entirety	\$ 651,395.00	Good Earth Corporation
Annual Savings - Award by Section	\$ 150,179.23	

**City of Rowlett
CSP No. 2025-162-A
Mowing Services: Section III - Rights of Ways and Alleys;
Section IV - Park Land; and Section V – Utility Stations**



Important Dates

Pre-Proposal Meeting:	08/19/2025 at 10:00 A.M.
Questions Deadline:	08/20/2025 at 12:00 P.M.
Proposals Due:	08/28/2025 at 2:00 P.M.



STANDARD TERMS AND CONDITIONS FOR PROCUREMENTS

Revised February 12, 2025

1. **APPLICABILITY:** These standard terms and conditions apply to all goods or services procured by the City of Rowlett, Texas ("City"), unless otherwise stated in the specifications. The instructions contained herein shall be incorporated into the request for bids/proposals or other procurement opportunity advertisement as well as any subsequent purchase order(s) issued for goods or services and shall be included as part of the specifications issued herewith.
2. **NOTIFICATION:** The City advertises formal procurement opportunities through www.rowletttx.gov, bidnet direct by SOVRA, and *The Dallas Morning News*. The City shall not be responsible for information distributed by sources other than those listed.
3. **ADDENDA:** Any revisions to the information contained herein or in the request for bids/proposals will be issued in the form of one or more addenda. The sole issuing authority shall be vested in the City of Rowlett Purchasing Office. If addenda containing material changes to the specifications or pricing form are issued, the vendor shall acknowledge receipt of such addenda in the designated section in the Bid/Proposal document. It is the responsibility of the bidder/proposer to obtain and acknowledge any and all addenda. Failure to acknowledge receipt of any addenda may be cause to deem such submission non-responsive.
4. **SILENCE OF SPECIFICATION:** The apparent silence of the provided specifications as to any detail or the apparent omission from these specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made on the basis of this statement.
5. **MINOR DEFECT:** The City reserves the right to waive any minor defect, irregularity, or informality in any bid/proposal. Minor defects, irregularities or informalities will not affect the end product/performance intended by the specifications. The City also reserves the right to reject any or all bids/proposals with or without cause prior to award.
6. **ELECTRONIC SUBMISSIONS:** The City utilizes bidnet direct by SOVRA to advertise and receive bids and proposals electronically over the Internet. Electronic submissions through bidnet direct by SOVRA shall be electronically signed and dated by a duly designated representative or agent of the company submitting the bid/proposal and submitted prior to the stated deadline date and time. Vendors should clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.
7. **PAPER SUBMISSIONS:** Paper submissions shall be submitted on the forms provided by the City and must be signed and dated by a duly designated representative or agent of the company submitting the bid/proposal. Vendors shall clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.
8. **PRESENTATION OF BIDS/PROPOSALS:** Paper submissions shall be presented to City Action Center, 4000 Main Street, Rowlett, Texas 75088, prior to the stated deadline date and time. Paper submissions shall be presented in a sealed envelope with vendor's name and the bid/proposal number clearly identified on the outside of the envelope.

9. **LATE SUBMISSIONS:** The date/time stamp located in the City Action Center serves as the official time clock. Submissions received after the stated deadline date and time shall be refused and returned unopened. The City is not responsible for issues encountered with methods of delivery.
10. **PRICING:** Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure of a unit price or extended price made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.
- Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting an error in bid price after bid opening.
11. **PROPRIETARY INFORMATION:** All material submitted to the City is subject to public disclosure upon receipt, pursuant to the Texas Open Records Act. If vendor does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at the time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary upon public request.
12. **TAXES:** The City is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. Tax shall not be included in prices offered. A Tax Exempt Form will be provided by the City upon request. A request for a Tax Exempt Form can be submitted in writing to purchasing@rowlett.com or by contacting the Purchasing Office at 972.412.6189.
13. **WITHDRAWAL OF OFFER:** Vendor agrees that an offer may not be withdrawn or cancelled for a period of ninety (90) days following the date and time designated for the receipt of the bid/proposal without written approval of the Purchasing Manager.
14. **F.O.B./DAMAGE:** Prices offered shall be F.O.B. Final Destination, Rowlett, Texas, and shall be all inclusive of shipping, handling and packaging costs. The City accepts and assumes no liability for goods delivered in damaged or unacceptable condition. The successful vendor shall be responsible for handling all claims with carriers, and in case of damaged or unacceptable goods, shall ship replacement goods immediately upon notification by the City.
15. **PREPARATION COST:** All costs associated with the preparation of an offer, bid, or proposal shall be borne by the vendor. The City will not be liable for any costs associated with the preparation, transmittal, or presentation of submissions, or with any materials submitted in response to the request for bid/proposal.
16. **TESTING:** At the City's discretion, testing may be required prior to award of the bid/proposal or prior to delivery of goods or services. Testing shall be performed without expense to the City.
17. **SAMPLES:** At the City's discretion, samples may be required prior to award of the bid/proposal or prior to delivery of goods or services. Samples shall be provided at no cost to the City. Samples should not be enclosed with submission unless specifically requested.
18. **QUALITY:** Any catalog, brand names, or manufacturer's reference in the bid/proposal packet is merely descriptive and **not** restrictive and is intended to indicate the type and minimum quality level desired for comparison purposes, unless otherwise stated herein to the contrary. All products and/or optional equipment offered shall be new and of current manufacture. No items of a demonstrator, leased, reconditioned, rebuilt, repossessed or used nature shall be considered, unless otherwise specifically stated herein.

19. **BID/PROPOSAL OPENINGS**: All bids/proposals will be read aloud at the City's scheduled opening for the designated bid/proposal. However, the reading of an offer shall not be construed as a comment on the responsiveness of such offer, or as any indication that the City accepts such offer as responsive. Neither shall such reading be construed as a comment on the responsibility of the bidder/proposer.

The City will make a determination regarding the responsiveness of offers submitted based upon compliance with all applicable laws and the City's purchasing guidelines and project documents including, but not necessarily limited to, the bid/proposal specifications and contract documents. The City will notify the successful vendor upon award of the contract; and, according to State law all offers received will be available for inspection after award.

For processes other than low bid or best value bid, only the names of vendors will be read aloud at the scheduled opening. Pricing information will not be released until after award of the contract.

20. **SUMMARY SHEET**: Bid/Proposal summary results are typically published within two (2) business days after the scheduled opening. Interested parties desiring a copy of a bid/proposal summary sheet may request the same by submitting a written request to purchasing@rowlett.com. **RESULTS WILL NOT BE RELAYED OVER THE TELEPHONE.**

21. **GRATUITIES**: Gratuities in the form of entertainment, gifts, or otherwise offered or given by the vendor, or any agent or representative of the vendor, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract, are not permissible. In the event this contract is cancelled by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by vendor in providing such gratuities.

22. **ANTI-COLLUSION**: In submitting an offer, vendor certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.

23. **NO PROHIBITED INTEREST**: Vendor acknowledges awareness of the laws, City Charter, and City Code of Ethics regarding conflicts of interest. No officer, employee or agent of the City shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by Section 2-463 of the City's Code of Ordinances and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined therein.

24. **CONFLICT OF INTEREST**: In accordance with Chapter 176, Local Government Code, a person who is a vendor and has a business relationship, as those terms are defined by Section 176.001(1-a), with the City and meets requirements under Section 176.006(a) is required to file a Conflict of Interest Questionnaire with the City Secretary not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

A complete copy of Chapter 176 of the Local Government Code may be found at <https://statutes.capitol.texas.gov/Docs/LG/htm/LG.176.htm>.

25. **NON-RESIDENT BIDDERS**: Texas Government Code, Chapter 2252: Non-Resident Bidders. Texas law prohibits city and governmental units from awarding contracts to a non-resident bidder/proposer unless the

amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder/proposer on a bid/proposal for goods and services in the non-resident bidder's state.

26. **DELINQUENT TAXES:** Any person, firm, or corporation that is in arrears to the City for delinquent taxes or otherwise, will not be recommended for award of any bid/proposal until the arrearage has been cleared in writing. If a contractor or vendor becomes delinquent while a contract is in force, payment for goods or services provided to the City under said contract or purchase order may be withheld until the arrearage has been cleared in writing.
27. **MINIMUM STANDARDS FOR RESPONSIBILITY:** A prospective vendor must affirmatively demonstrate responsibility. The City of Rowlett may request representation and other information sufficient to determine vendor's ability to meet the minimum standards including but not limited to:
- A. Have adequate financial resources, or the ability to obtain such resources as required
 - B. Ability to comply with the required or proposed delivery schedule
 - C. Have a satisfactory record of performance
 - D. Have a satisfactory record of integrity and ethics
 - E. Be otherwise qualified and eligible to receive an award
28. **AWARD OF CONTRACT:** The City reserves the right to award single or multiple contracts for the goods or services as stated herein, or to reject any and all bids. Furthermore, the City reserves the right to take administration costs into consideration when awarding to multiple vendors.
- The City may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides goods or services at the best value to the City. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:
- A. The purchase price
 - B. The reputation of the vendor and of the vendor's goods or services
 - C. The quality of the vendor's goods or services
 - D. The extent to which the goods or services meet the City's needs
 - E. The vendor's past relationship with the City
 - F. The total long-term cost to the City to acquire the vendor's goods or services
 - G. Any relevant criteria specifically listed herein
29. **ACCEPTANCE:** Vendor agrees that acceptance of any or all items by the City within a reasonable period of time, not to exceed one hundred twenty (120) days following the date and time designated for the receipt of the bid/proposal, shall be binding upon vendor. Vendor shall thereafter execute all documents necessary to enter into a contract in a form acceptable to and properly executed by the City to provide such goods and services.
30. **CONTRACT PERIOD:** Unless otherwise stated in the specifications contained herein, the contract period for this bid/proposal will be for one (1) year upon City approval, with four (4) optional one-year renewal periods at the option of the City. All contract periods, including all renewal periods, will be subject to the City's availability of funds.
31. **FUNDING:** The City is a home-rule municipal corporation operated and funded on a fiscal year basis from October 1 to September 30. Accordingly, the City reserves the right to terminate at any time, without liability to the City, any contract for which funding is not available in a subsequent fiscal year.

32. **ASSIGNMENT**: The successful vendor shall not sell, assign, transfer or convey any contract, in whole or in part, to any other person or party without the prior written consent of the City obtained through the City's Purchasing Office.
33. **INTERLOCAL AGREEMENT**: The successful vendor agrees to extend prices for goods and services under the same terms and conditions of this bid/proposal to all governmental entities that have entered into, or may hereafter enter into, interlocal cooperative purchasing agreements with the City
34. **CHANGE ORDER**: The City reserves the right to modify or change plans and specifications as deemed necessary at any time, including after the performance of the contract has commenced, to decrease or increase the quantity of work to be performed, materials, equipment or supplies to be furnished, or address other provisions of the contract as approved by the City Manager or City Council, and as appropriate under state law. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the contract. All change orders or modifications to the contract shall be documented in written form by the City and acknowledged by the contracted vendor. **All change orders and modifications to the contract shall be processed through the Purchasing Office only.**
35. **DELIVERY PROMISE – PENALTIES**: Where indicated, vendors must provide the number of calendar days required to deliver goods or services to the City after receipt of order (ARO). **Do not quote shipping dates.** When a delivery delay can be foreseen, the vendor shall provide advance notice to the Purchasing Manager, who shall have the right to extend the delivery date if the reasons for delay are acceptable. Default in promised delivery, without acceptable reason(s), or failure to meet specifications as contained herein or in the contract documents, authorizes the Purchasing Office to purchase goods or services from an alternate source. The defaulting vendor may be subject to re-procurement costs.
36. **DELIVERY TIMES**: Unless otherwise specified herein, deliveries will only be accepted during normal working hours at the designated City location(s).
37. **INSPECTION**: Upon receipt of goods or services, the same will be inspected for compliance with the specifications contained herein or in the contract documents. If the goods or services do not pass inspection, the vendor will be required to remedy the situation at the vendor's sole expense. The vendor will be required to retrieve the rejected goods at the delivery point and provide the necessary repairs of or replacement and return of the goods in new condition to the original point of delivery; or re-perform services in accordance with the terms and conditions of the contract and to the City's satisfaction.
38. **INVOICES**: Invoices shall be submitted to the attention of the ordering department, P.O. Box 99, Rowlett, Texas 75088, or electronically to the appropriate department representative.
39. **PAYMENT TERMS**: Payment terms are net 30 days, unless otherwise specified by the City in the bid/proposal document.
40. **AUDIT**: The City shall have access to, and the right to examine, monitor and audit all records, documents, conditions and activities related to contracts awarded by the City. It shall be the responsibility of the vendor to maintain records associated with this procurement for a period of three (3) years after completion of the contract, or in the event of litigation, a claim or audit, the records shall be retained until the resolution of such litigation, claim or audit.
41. **INSURANCE**: The City requires vendor(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the contract documents.
42. **PRICE ESCALATION**: Unless otherwise stated in the specifications herein, prices must remain firm for the initial term and any renewal terms of the contract, except that the contracted vendor may request an

adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. Basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the City with copies of the appropriate indices for verification purposes. The City reserves the right to approve or reject any and all requests for price escalations.

43. **PRICE REDUCTION**: If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services are lower than the City's contracted prices, an equitable adjustment shall be made in the contract price in favor of the City.
44. **INDEMNITY**: The bidder shall defend, indemnify and hold the City, its current, former and future officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act, omission, or fault of the successful bidder, or of any agent, employee, subcontractor or supplier for which the successful bidder is responsible in the execution of, or performance under, any contract which may result from bid award and the bidder so agrees upon the submission of the bid. The bidder shall deliver, if so requested by the City, a written release of all liens or other proper evidence of same, to the satisfaction of the City prior to the issuance of final payment by the City.
45. **INDEMNITY; PATENT RIGHTS**: The bidder/proposer agrees to indemnify and hold harmless the City from any claim involving patent right infringement or copyright infringement on goods or services supplied to the City pursuant to the contract documents.
46. **PROTESTS**: All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.

Post-award protests must be submitted in written form to the Purchasing Manager within five (5) working days after award.

The protest must include, at a minimum, the name of the protester, bid/proposal number or description of goods or services, and a statement of the grounds for the protest. The Purchasing Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.

47. **TERMINATION FOR DEFAULT**: The City reserves the right to enforce the performance of the contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contracted vendor fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the City to award the contract to another vendor, or purchase from an alternate source, and charge the full increase in cost plus any additional administrative costs incurred by the City to the defaulting contracted vendor.
48. **REMEDIES**: The successful vendor and the City agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

49. **VENUE**: The validity of the contract and of any of its terms or provisions, as well as the rights and duties thereunder or under the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in the state courts of Dallas County, Texas.
50. **ENERGY BOYCOTT**: In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 13), the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that the company: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The signatory executing the Contract on behalf of Seller verifies Seller does not boycott energy companies and will not boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City determines the requirements of Subsection 2274.002(b) are inconsistent with the City's constitutional or statutory duties related to the issuance, incurrence or management of debt obligations or the deposit, custody, management, borrowing or investment of funds.
51. **FIREARMS**: In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 19) the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that the company: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing the Contract on behalf of Seller verifies Seller does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City contracts with a sole-source provider or if the City does not receive any bids, if applicable, from a company that is able to provide the required verification.
52. **CRITICAL INFRASTRUCTURE**: In accordance with Chapter 2274, Texas Government Code, the City may not enter into a contract or agreement with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more (1) if the company would be granted direct or remote access to or control of critical infrastructure in Texas, excluding access specifically allowed by the City for product warranty and support purposes and (2) if the City knows the company is (A) owned by or the a majority of stock or other ownership interest of the company is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of such countries, or (B) headquartered in such countries. The signatory executing the Contract on behalf of Seller represents that neither Seller nor any of its parent companies, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company of which the City may not contract pursuant to Section 2274.0102, Texas Government Code. The foregoing verification is made solely to comply with Section 2274.0102, Texas Government Code.
53. **ANTI-BOYCOTT ISRAEL VERIFICATION**: In accordance with Chapter 2271, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing the Contract on behalf of Seller verifies that Seller and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. As used in the foregoing verification, "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. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than \$100,000.

54. **IRAN, SUDAN, AND FOREIGN TERRORIST ORGANIZATIONS:** The signatory executing the Contract on behalf of Seller represents that neither Seller nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

City of Rowlett
CSP No. 2025-162-A
Mowing Services: Section III – Rights of Ways and Alleys; Section IV – Park Land;
and Section V – Utility Stations

I. Introduction

The City of Rowlett ("City") is accepting competitive sealed proposals ("CSP") to establish an annual fixed price contract for mowing and related services to be performed at various locations within the City limits, in accordance with the terms, conditions, and requirements set forth in this CSP document. The successful vendor(s) shall be responsible for the mowing, detailing, and cleanup of the designated properties. The initial term of the contract will be effective upon award through September 30, 2026, with four optional, one-year renewal periods effective on October 1st annually. The contract will be awarded to the vendor(s) providing the best value to the City, as determined by the evaluation criteria as stated herein.

The City's intent is to award by section. However, the City reserves the right to award any or all line items, in whole or in part, to one or more vendors. Vendors are not required to submit pricing for all sections to be considered for award but should submit pricing for all items within a section.

Orders will be placed on an as-needed basis only and the City does not guarantee this amount. Any service quantities stated herein are an accurate reflection of the City's anticipated needs. However, due to budget contingencies, service quantities may be adjusted prior to award, or at any time during the contract period. At no time will adjustments to the prices offered be imposed on the City. Prices will be held firm during the contract period.

The successful vendor will be required to execute a Contract for Services. A sample Contract is available for viewing upon request, in the Purchasing Office.

II. On-site Pre-Proposal Conference and Site Visit

An online pre-proposal conference will be held for this project at 10:00am, Tuesday, August 19, 2025. Attendance is optional, but interested parties are strongly encouraged to attend. To participate in the pre-proposal conference, please use the following:

Meeting ID: 268 902 855 356 1
Passcode: Qe9Up3Dv
Link: https://teams.microsoft.com/join/19%3ameeting_ZjNmNGYyYWYtYWRjMS00OGRjLTkyYTQtMTE4ZTdmZDMzODQ5%40thread.v2/0?context=%7b%22Tid%22%3a%2285803b12-c237-45fd-bc07-0d2e834e5e62%22%2c%22Oid%22%3a%227d17b5ea-5a46-4540-84b7-f45b211dff03%22%7d

III. Public Opening

Proposals will be publicly opened and read in compliance with statutory requirements at 2:30 P.M (CT). on the day proposals are due. Only the names of the vendors submitting a proposal will be disclosed. The public opening will be conducted online as follows:

Meeting ID: 262 127 500 540 0
Passcode: L38Pr3ND
Link: https://teams.microsoft.com/join/19%3ameeting_MzBjNGU1MDctYjgxZC00MTFhLWlzZmYtNzdhY2QyNzE0NDhl%40thread.v2/0?context=%7b%22Tid%22%3a%2285803b12-c237-45fd-bc07-0d2e834e5e62%22%2c%22Oid%22%3a%227d17b5ea-5a46-4540-84b7-f45b211dff03%22%7d

IV. GIS Public Portal

Interested parties are encouraged to view service locations by using the City's GIS Public Portal located at <https://gismaps.rowletttx.org/>.

V. Definitions

A. The following definitions shall apply in this contract:

1. **City:** The City of Rowlett.
2. **Vendor:** The person or firm who is awarded the Contract by the City.
3. **Standard lot:** Any lot having a total area less than 43,560 square feet (1 acre).
4. **Acreage:** Property having a total area greater than 43,560 square feet (1 acre).
5. **Hand-cutting:** The mowing of high weeds by means other than a tractor mower.
6. **Alley or easement:** The public right-of-way or public access adjacent to the property or lot in question.
7. **Detail Ground Maintenance:** The complete litter removal, mowing, edging, line-trimming, removal of clippings from turf or pavement utilizing a rake, blower, broom, vacuum, etc. In order to maintain a manicured appearance at a height of no greater than 2" on Park Maintained Street Scape properties and 3" on Right's of Way properties along Streetscapes and removal of all debris from all paved areas such as walks, streets, and under structures where applicable.
8. **Non-Detail Ground Maintenance:** Complete litter removal, tractor mowing, not to exceed 3" (in a manner which minimizes "wind rowing" of grass clippings), line-trimming fence rows, tree lines or any other structure or appurtenances, edging and air brooming of all paved and gravel trails
9. **Bed Maintenance:** The weed and debris removal from all non-turf areas where flowers and/or shrubs are planted and the trimming (in an acceptable manner) of the shrubs on a regular basis to insure a manicured appearance at all times. Shrub trimming to be done as instructed by the Operations Manager on a monthly basis. Beds to be free from weeds at all times (chemically, manually, or both at the option of the contractor. If chemically, all state requirements for an applicator must be followed and the chemicals to be used must be approved by the Operations Manager). If chemical method is chosen, please forward the MSDS documentation to the Parks Supervisor and Purchasing Office.
10. **Edging:** shall mean to use an edger and not a line trimmer when manicuring.

VI. Vendor Qualifications

A. Vendor Qualifications

1. Vendor shall have been actively engaged in mowing and cleaning services for a minimum of three (3) years under its current name and in good standing with a track record of performance and must provide evidence of such. If name changes have occurred in the past ten (10) years, provide these name changes in chronological order. Recent start-up businesses do not meet the requirements of this solicitation.

NOTE: A start-up business is defined as a new company that has no previous operational history

or expertise in the relevant business and is not affiliated with a company that has that history or expertise

2. Vendor shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the successful vendor(s) employees or agents.
3. Vendor shall employ sufficient personnel to ensure that all authorized mowing and/or cleaning is accomplished within the schedule set by the City.
4. Safety Training Program
 - a. Vendor should have an established on-going safety training program that addresses issues such as proper safety equipment, equipment operating procedures, general safety awareness, etc.
5. Vendor shall obtain and pay for any permits, licenses, etc. required to fulfill this contract.
6. Vendor shall comply with all applicable governmental laws and regulations.

VII. Scope of Services

The successful Vendor(s) shall meet the following requirements and will provide all tools, fuel, labor, equipment, and supplies to perform the cleaning services as outlined in this CSP.

A. Services

1. All properties to be mowed and/or cleaned shall include any and all adjacent easements and rights-of-way, where applicable, and will be considered in the bid price per lot, per hour, or per acreage as indicated and not as a separate or additional category.
2. There shall be no cost to the City for travel time, fuel or other charges incurred when traveling to property. There shall be no travel time paid for any reason.
3. All properties authorized by the City to be mowed by the Vendor shall be cut to a uniform height not to exceed three (3) inches, exclusive of some Park properties which shall be mowed at a height not to exceed two (2) inches. (See Sections II Streetscapes)
4. Vendor will remove litter prior to mowing to prevent scattering.
5. Vendor will ensure that paved areas adjacent to job sites are free of grass clippings after completion of mowing including under structures and base of all curbs where applicable. Accumulations on turf areas of grass clippings, and woody, stemmed plants shall be removed after mowing.
6. All lots and properties shall be mowed as near as possible to any buildings, trees, walls, fences, or any other structure or appurtenance.
 - a. Remaining tall grass or weeds (in excess of three [3] inches tall on Right's of Ways and properties and two [2] inches tall on Streetscapes) shall be removed by line trimming or by other applicable means to ensure favorable appearance.
 - b. Trimming weeds and tall grass adjacent to trees, structures or appurtenance to bare ground is unacceptable; trimming will be at mowing height.
 - c. Trees damaged due to weed or high grass removal by contractor or his personnel shall be

replaced or repaired by contractor at the discretion of the City.

- d. Paved areas adjacent to lots or properties maintained by Vendor shall be edged and cleaned to delineate turf area from pavement where pavement begins.
- e. Turf areas shall be maintained in such a manner as to not encroach into non-turf areas.
- f. Equipment mowing height shall be periodically inspected in order to maintain a uniform mowing height on all equipment and prevent scalping (removing all green leaf tissue from turf, resulting in turf "browning out").
- g. All valve boxes will need to be trimmed around.

B. Service Schedule

1. Vendor(s) shall accomplish all tasks listed on a regular schedule, as agreed upon by the proposer and the department representative. Any variance from the prescribed schedule will require a minimum of twenty-four hours advance notification to the designated department representative.
2. Services shall be performed Monday through Saturday between the hours of 7:00am-10:00pm, or Sundays between the hours of 9:00am and 10:00pm, except for City holidays (subject to change annually):
 - New Years Day
 - Martin Luther King Day
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Thanksgiving (Thursday and Friday)
 - Christmas Eve
 - Christmas Day
3. The majority of work to be performed will occur between April and September.
4. The City reserves the right to cancel scheduled mowing cycles on a week-to week basis, based upon need, prevailing weather conditions, and available funding.
5. The frequency of mowing is to provide the most affordable maintained appearance possible. The cycle awarded will be what is expected to be accomplished. Rain could cause extension of a cycle but not necessarily delete a cycle; the contractor would be expected to perform a late cycle of trimming, cleanup, etc. to give a maintained appearance for winter.
6. Acts of Nature such as extended periods of heavy rain or extended droughts could affect the quantities of cycles and those cycles not performed would not be paid.
7. Vendor may be granted a temporary alternate arrangement in the case of inclement weather, at the discretion of the City designee. Any temporary alternate arrangements requested will be submitted by the vendor in written form (email is acceptable).
8. Adjustments may be made to the schedule during the growing season, as necessary to maintain appearance.

C. Service Requirements

1. Vendor shall obtain and pay for all permits, licenses, etc. required to fulfill this contract.

2. Vendor shall exercise extreme caution while working on medians, road sides and high traffic areas. TX DOT approved safety vests, traffic cones, and "men working" signage are required when crews are working in any traffic situations.
3. Any property not mowed and/or cleaned satisfactorily, shall be redone at the Vendor's expense.
4. Vendor will be required to perform a repeat mowing, debris removal, etc., for any area missed during the accepted cycle or deemed substandard quality by the City, within 24 hours of notice. Vendor will not be paid until work is performed satisfactorily.
5. Vendor(s) shall be responsible for any damage done to plant material or other property during the maintenance operation. Vendor(s) shall be responsible for replacement of all trees, shrubs, ground covers, plant bed areas, and irrigation equipment destroyed by the successful Vendor(s), employees or agents of the successful Vendor(s) during maintenance operations, including labor costs associated with the repair(s). Trees and shrubs must not be bumped or marked by mowing or edging equipment. Mulch rings shall be reshaped within twenty-four hours when dislodged by mowing equipment. The successful vendor(s) must report damage immediately to the designated City department representative. Damage to trees or tree collars will be assessed for each instance. The successful vendor(s) will not be permitted to mow within 18" of each tree in order to avoid damage to trees.
6. In the event of inclement weather, the Vendor may be allotted additional time. If the Vendor does not meet the prescribed time provisions on any work the City shall have the authority to reassign said work to a secondary contractor.
7. Vendor shall report any visual problems with the irrigation system to the appropriate department representative for corrective action.
8. Vendor shall notify the appropriate department representative of any hazardous conditions and/or damaged property prior to leaving the work site.
9. Supervision of Work Crew
 - a. Vendor is responsible for designating a single supervisor who will be responsible for each crew on premise.
 - b. Vendor shall provide supervision of all work crews at all times while performing work under this contract.
 - c. Personal supervision is not required, provided that communication equipment or other means are provided that enable the work crew to communicate with the supervisor at all times.
 - d. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities in English.
 - e. Vendor shall provide the City with the name and phone number of a designated contact person available during normal operating hours, and after after-hours in the case of an emergency.
10. Rights-of-Ways (ROW)
 - a. All ROW areas are determined by use and enjoyment.
 - b. If a property is separated by a wall or fence it is considered to be part of the contract.
 - c. All residential, commercial or agriculture properties that front ROWs will be property owner's maintenance responsibility.
 - d. Maintenance includes all drainage areas or bridges on streets listed from back of curb or

pavement edge out 20' if conditions allow.

11. Park Land

- a. **Detail Mowing** consists of litter removal, small limb removal, grooming mower, line trimmer, edger or curb dresser, removal of excess grass clippings from mowed areas, sweeping or blowing all paved areas. Areas designated, as athletic areas shall be mowed at 2" all other areas mowed at 3" unless otherwise instructed by Parks Operations Manager.
- b. **Non-Detail Mowing** consists of litter removal and utilizing mowers such as tractor pulled Brush hog, Batwing, etc. Mowing completed in a manner, which minimizes "wind rowing" of grass clippings. Line trimming shall be done to remove weeds over 3" tall adjacent to tree lines, fences, walls, buildings and any other structures or appurtenances. Turf encroaching into paved areas will be edged and paved areas cleaned to remove clippings, tree limbs, and debris.

D. Equipment Requirements

1. Vendor equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services.
2. Vendor's equipment shall be in good repair and a qualified operator shall be responsible for the care and handling of the equipment.
3. Vendor is responsible for performing scheduled maintenance on all equipment used in performing under the contract.
4. Minimum equipment requirements for performing services are included on the Equipment Worksheet for each section (Attachments A, B, and C).
5. Vendor shall complete and submit the Equipment Worksheet for each section bidding, listing the availability of all equipment, to be utilized for the services as specified in this CSP. This will be used for evaluation purposes to determine if the equipment is adequate to perform the contract.

E. Invoices and Payments

1. Vendor shall submit each invoice for all work performed to the City within two (2) days after work has been completed. This invoice shall describe each category of work completed and the charge assessed.
2. All invoices shall be submitted directly to the department and shall be itemized with contracted unit prices and quantities for all work completed by the Vendor.
3. Vendor shall receive payment only for those properties verified by the City Staff to be complete of mowing and/or cleaning, and in compliance with all the specifications of this contract.

VIII. Insurance Requirements

ALL RESPONDENTS must submit, with the proposal, proof of insurance coverage as stipulated in **Exhibit B** to this proposal document. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. **Any provisions outlined will be required of the successful vendor only.** Prior to the execution of this contract, the successful vendor will supply the Purchasing Office with an original certificate of insurance evidencing the stated

requirements and provisions. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

IX. Submittals

In order for your proposal to be considered responsive, the following information should be submitted in the order outlined below. Failure to provide requested information may cause your proposal to be deemed as non-responsive.

A. Company Information (Label as Section A)

1. Company information should include a cover letter containing legal company name, address, telephone number, and number of years in business. Also include acknowledgement of all Addendums issued for this solicitation.
2. Include name of contact person authorized to submit a proposal and negotiate a contract on behalf of your firm, including telephone number and email address.
3. If name changes have occurred in the past ten (10) years, provide these name changes in chronological order, if applicable.

B. Staffing Information (Label as Section B)

1. Complete and submit the Staffing Worksheet provided in this CSP packet (Attachment 1)

C. References Worksheet (Label as Section C)

1. Complete and submit the References Worksheet provided in this CSP packet (Attachment 2).

D. Experience (Label as Section D)

1. In your own format, submit a list of same or similar contracts within the last three (3) years, including the contract dates, contract amount, and a description of each. These should be different than your references.
2. Preference will be given to vendors who have verifiable experience in providing same or similar scope of work and performance for an organization comparable to the City.

E. Equipment Worksheet (Label as Section E)

1. Complete and submit the Equipment Worksheet for each applicable section, as provided in this CSP (Attachment 3).

F. Fee Schedule

1. Please complete the Fee Schedule (Attachment 4) and provide a monthly cost to provide all services as outlined in this CSP. Unit cost must be all-inclusive. All fees associated with providing the services as outlined in this CSP must be included in order to be considered.
2. The City is exempt from paying Texas State or local sales and use taxes. Please ensure the prices proposed do not include taxes.

3. If submitting your proposal in hard copy, include the Fee Schedule and label as Section F. If submitting your proposal electronically, the Fee Schedule should be uploaded separately where indicated in bidnet.

G. Additional Information

1. Proof of Insurance
2. List any exceptions to the Standard Terms and Conditions of Procurement or the CSP requirements for the City's consideration. If none, please include a statement indicating there are no exceptions.
3. Proposal Certification Form

X. Evaluation Criteria

A review committee will judge the merit of proposals received in accordance with the requirements defined herein. Failure of vendor to provide in their proposal any information requested in this CSP may result in disqualification of the proposal. The sole objective of the review committee will be to select the vendor(s) that provides the best value to the City. The contract will be awarded based on the following evaluation criteria:

- A. Cost proposal as outlined in Section IX. Submittals, Section F. (40%)
- B. Equipment as evidenced in Section IX. Submittals, Section E. (25%)
- C. Staffing as evidenced in Section IX. Submittals, Section B. (15%)
- D. Experience as evidenced in Section IX. Submittals, Section D. (20%)

XI. Interviews and Presentations

In fairness to all firms, requests for interviews prior to the closing time and date will not be permitted. Interviews with selected vendors may or may not be requested by the City after the closing date.

Selection may be made strictly from the information provided in the CSP. However, the City reserves the right to conduct interviews with and request presentations from any respondents.

XII. Best and Final Offer

The City reserves the right to request a best and final offer from any or all vendors. The City also reserves the right to reject any or all proposals, with or without cause, re-issue the CSP, or proceed in any manner determined to be in the best interest of the City.

XIII. Questions Deadline

The City requires that all questions relating to this CSP be submitted in writing through bidnet, the City's eProcurement system, or to January Calhoun, Purchasing Manager, at jcalhoun@rowlett.com by **12:00pm on Tuesday, February 26, 2025. No questions will be answered over the phone.** Questions in regard to the scope of services will only be accepted until the stated deadline. Any changes to the CSP Documents will be made by City in the form of a written Addendum. Any changes made in any other manner will not be binding upon the City, and proposer may not rely upon them.

XIV. Submission or Delivery of Proposal

Proposals are due no later than Thursday, August 28, 2025, at 2:00pm. Submissions will be received online, or in hard copy.

Submitting a proposal constitutes understanding and acceptance of all terms, conditions, instruction, glossary, specifications, forms and statements contained in this CSP document.

The date/time stamp located in the Purchasing Office serves as the official time clock. Late Submissions will not be considered. Submissions received after the stated deadline shall be refused and returned unopened. The City is not responsible for issues encountered with methods of delivery.

A. Online Submission

1. Proposals may be submitted online through bidnet, the City's eProcurement system, at the following link: <https://www.bidnetdirect.com/texas/cityofrowlett>.
2. Please ensure that you provide all required information, including attachments, combined and uploaded where indicated in bidnet.

B. Mailed/Delivered Submission

1. Proposal must be submitted with the CSP number and the respondent's name and address clearly indicated on the front of the envelope.
2. Please submit one (1) unbound original of your proposal and one (1) electronic copy on a thumb drive in a sealed envelope or package to the address listed below:

Delivery Address

City of Rowlett
Attn: Purchasing Manager
4000 Main Street
Rowlett, TX 75088

Mailing Address

City of Rowlett
Attn: Purchasing Manager
PO Box 99
Rowlett, TX 75030-0099

CSP 2025-162-A
MOWING SERVICES SECTION III – RIGHTS-OF-WAYS AND ALLEYS; SECTION IV - PARK LAND;
AND SECTION V – UTILITY STATIONS

PROPOSAL CERTIFICATION FORM

By submitting a proposal, the Vendor certifies that the Standard Terms and Conditions for Procurements, the CSP requirements, and all issued Addendums have been read and are fully understood, and it's the Vendor's intent to enter into negotiations for a contract for Janitorial Services for the Rowlett Community Centre. Vendor agrees to abide by the terms and statutory requirements governing the solicitation process.

All addenda shall be issued in written form by the Purchasing Office. The City is not bound by any oral representations, clarifications, or changes made in connection to the CSP by the City's employees, agents or consultants unless in the form of a properly issued Addendum.

The failure of the Vendor to contact the Owner to determine the issuance of any Addenda, or to acknowledge receipt of any and all of the Addenda issued in connection with this project, shall entitle the City, at its sole discretion, to (i) reject the proposal of the Vendor as being non-responsive, or (ii) to accept the proposal of the Vendor, in which event the Vendor agrees to be bound by all of the terms and conditions of each unacknowledged Addendum.

A. FIRM INFORMATION

Legal Name of Vendor: _____

Tax ID Number: _____ Telephone No: _____

State of Formation: _____ Year of Formation: _____

Address: _____

Contact Name and Title: _____

Contact Phone No: _____

Contact Email Address: _____

B. CERTIFICATION

I certify that I have the legal authority to bind the vendor listed above, and I further certify that there are no objections to any of the terms and conditions listed in this CSP document, except as noted in Section VI. Submittals, Article G. Additional Information, Item 2. (if applicable).

Signature of Authorized Representative: _____

Printed Name and Title of Authorized Representative: _____

Date of Certification: _____



EXHIBIT A STANDARD INSURANCE REQUIREMENTS

Company shall procure and maintain for the duration of the contract, insurance coverages outlined herein which may arise from or be in connection with the performance of the work hereunder by the Company, his agents, representatives, employees or subcontractors. Any exceptions to the requirements or provisions herein shall be submitted in writing to the City's Risk Manager for consideration and approval. The decision of the City will be final. The cost of such insurance shall be borne by the Company.

1.0 GENERAL PROVISIONS

- 1.1 The Company shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, the City of Rowlett shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Company. The Company shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Company is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.
- 1.2 Company shall cause each subcontractor employed by Company to purchase and maintain insurance of the type specified herein or cover such subcontractor under its insurance coverage.
- 1.3 The Company agrees that the insurance requirements specified in this section do not reduce the liability Company has assumed in any indemnification/hold harmless section of this contract.
- 1.4 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Company to fully comply with requirements of this section during the term of this contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.
- 1.5 Insurance coverage required by this section shall:
 - 1.5.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City.
 - 1.5.2 Be with an insurer possessing an A-VII A. M. Best Rating or equivalent.

2.0 MINIMUM INSURANCE COVERAGE & LIMITS

- 2.1 Commercial General Liability. Company shall maintain commercial general liability and, if necessary, commercial umbrella or excess liability (umbrella or excess liability should be provided on follow-form policy).
- 2.2 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent Company's, product-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.3 City shall be included as an additional insured under the commercial general liability using ISO additional insured endorsement CG 20 10 07 04 and CG 20 37 07 04 or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Company.

2.4 Limits of Insurance

Contracts between \$0 and \$1,000,000		
Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	• \$1,000,000 each occurrence • \$2,000,000 general aggregate • \$2,000,000 Umbrella/ Excess Liability (follow-form)	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage City to be provided a waiver of Subrogation
2. Business Auto Liability	• \$1,000,000 per occurrence • \$1,000,000 aggregate or; • \$1,000,000 combined single limits	City to be named as additional insured
3. Workers' Comp & Employers' Liability	• Statutory Limits • \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	• 100% of construction total	If Applicable
5. Other Coverages a) Professional Liability b) E & O coverage c) Cyber Liability	• To be determined by the City's Risk Manager on a per project basis	If Applicable

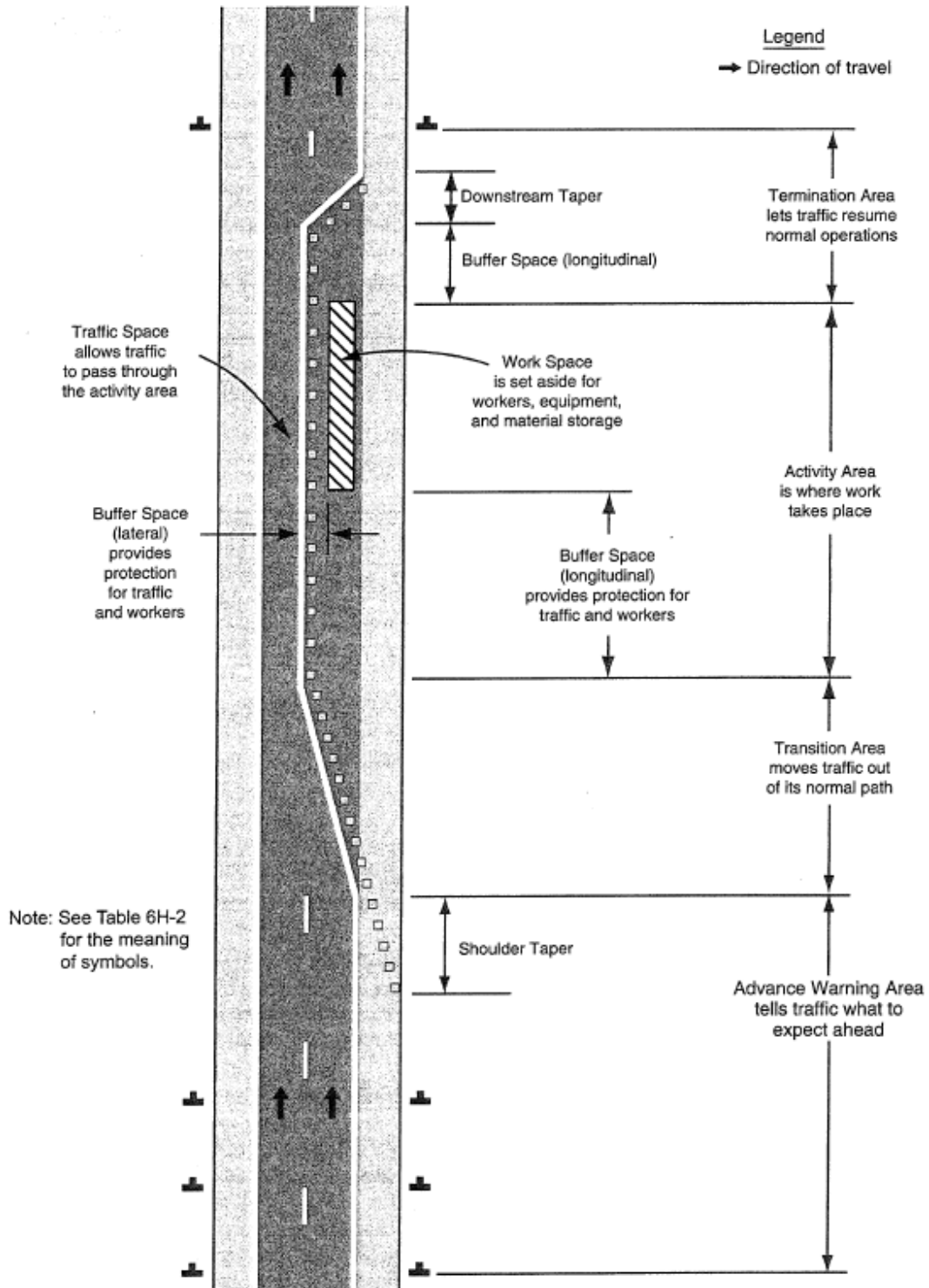
Contracts between \$1,000,000 and \$8,000,000		
Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	• \$2,000,000 each occurrence • \$4,000,000 general aggregate • \$4,000,000 Umbrella/ Excess Liability (follow-form)	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage City to be provided a waiver of Subrogation
2. Business Auto Liability	• \$1,000,000 per occurrence • \$2,000,000 aggregate or; • \$2,000,000 combined single limits	City to be named as additional insured

3. Workers' Comp & Employers' Liability	• Statutory Limits • \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	• 100% of construction total	If Applicable
5. Other Coverages a) Professional Liability b) E & O coverage c) Cyber Liability	• To be determined by the City's Risk Manager on a per project basis	If Applicable

- 2.4.1 If vendor is performing service-related work on City fleet, Garage Keeper Liability is required at a limit of not less than \$1,000,000 per occurrence on a special form basis.
- 2.4.2 If contract has exposure for environmental hazards contact City's Risk Manager for specifications. (Including MCS-90).
- 2.4.3 Contracts for construction projects taking place in a high-risk flood zone area may require additional coverage requirements.
- 2.4.4 Insurance specifications for Contracts in excess of \$8,000,000 will be determined by the City's Risk Manager.
- 2.5 Commercial Automobile Liability. Company shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per occurrence.
- 2.6 Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles).
- 2.7 Commercial automobile coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to the amount provided in ISO form CA 00 01.
- 2.8 Company waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability or commercial umbrella liability insurance obtained by Company pursuant to this section or under any applicable automobile physical damage coverage.
- 2.9 Workers' Compensation & Employer's Liability. Company shall maintain workers' compensation insurance with a limit of no less than \$1,000,000 each incident. The employers' liability limit and, if necessary, commercial umbrella coverage, shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- 2.10 Company waives all rights against City and its agents, officers, directors and employees for recovery of damages under Company's workers' compensation and employers' liability in connection with scope of contract and completed operations.

3.0 **EVIDENCE OF INSURANCE**

- 3.1 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Company shall furnish City a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with this section. Company shall furnish copies of all endorsements as required by each section.
- 3.2 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance.
- 3.3 City shall have the right, but not the obligation, of prohibiting Company or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.
- 3.4 Failure to maintain required insurance may result in termination of this contract at sole option of the City.
- 3.5 **All Certificates of Insurance need to reference job or contract number in comments section.**
- 3.6 **Certificate Holder shall be listed as follows: City of Rowlett, 4000 Main St., Rowlett, TX 75088**

Figure 6C-1. Component Parts of a Temporary Traffic Control Zone



City of Rowlett Purchasing Office
Addendum No. 1
Issued August 21, 2025

CSP No: 2025-162-A
CSP Title: Mowing Services: Section III – Rights of Ways and Alleys; Section IV – Park Land; and Section V – Utility Stations
Proposals Due: 8/28/2025 @ 2:00 P.M.

Addendum #1 is issued by the City of Rowlett Purchasing Office. Please see the following for changes/additions/deletions or questions regarding the CSP:

Additions

1. Utility Stations Maps: Attached to this Addendum.

Changes

1. Fee Schedule, Section V: Remove line items 22 and 23. Revised Fee Schedule has been uploaded into the eProcurement system.

Questions

Below is a list of questions received with corresponding answers.

- Q1. Does the city have any maps for these locations showing boundary lines of where we start and stop maintenance?

A1. *This Addendum includes maps for Section V. – Utility Stations. The GIS Interactive Parks Mowing Map is available online at the following link:*
<https://rowlett.maps.arcgis.com/apps/webappviewer/index.html?id=6d9a9b92b76d487fb7e2eddc435ffe7b>

- Q2. Is there a prior bid tab on this?

A2. *The bid tabulation can be requested by submitting an Open Records Request online at the following link: <https://rowlett.justfoia.com/publicportal/home/newrequest>*

- Q3. Can I submit a proposal on only two of the sections if I chose?

A3. *You can submit a proposal for one, two, or all 3 sections. However, you must submit for all items in that section(s).*

- Q4. Will it possible to get the acreage of each section broken down?

A4. The Fee Schedule reflects the square footage or acreage for each service location.

For vendors who have already submitted a response and feel this addendum may change their response, you may pick-up your submission and return it prior to **August 28, 2025, by 2:00 P.M.** If picking up the submission is not feasible, any new response submitted by your firm will supersede one previously submitted.

If you have not previously submitted a response, please acknowledge receipt of this addendum in the appropriate space of the Bid Certification Form.

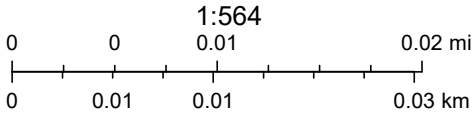
For questions regarding this addendum contact:

January M. Calhoun, CPPO, CPPB
Purchasing Manager
(972) 412-6189
jcalhoun@rowlett.com

6900 La Costa



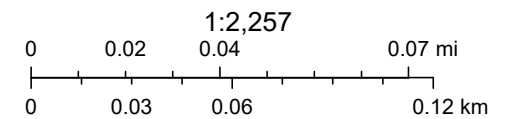
August 13, 2025



2901 Chiesa Rd



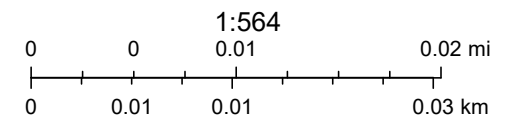
August 19, 2025



7813 Garner Rd



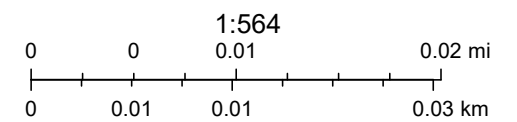
August 13, 2025



10800 Yeager



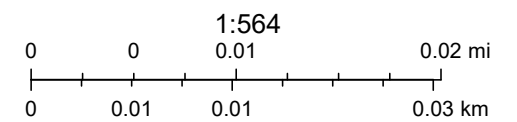
August 13, 2025



10802 Yeager



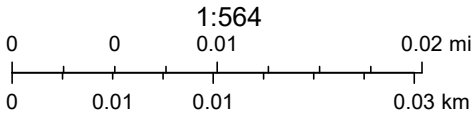
August 13, 2025



2014 Dalrock



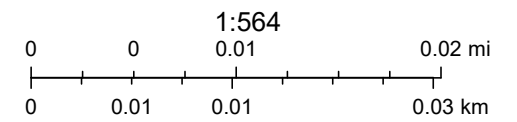
August 13, 2025



6828 HWY 66



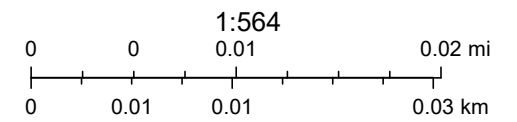
August 19, 2025



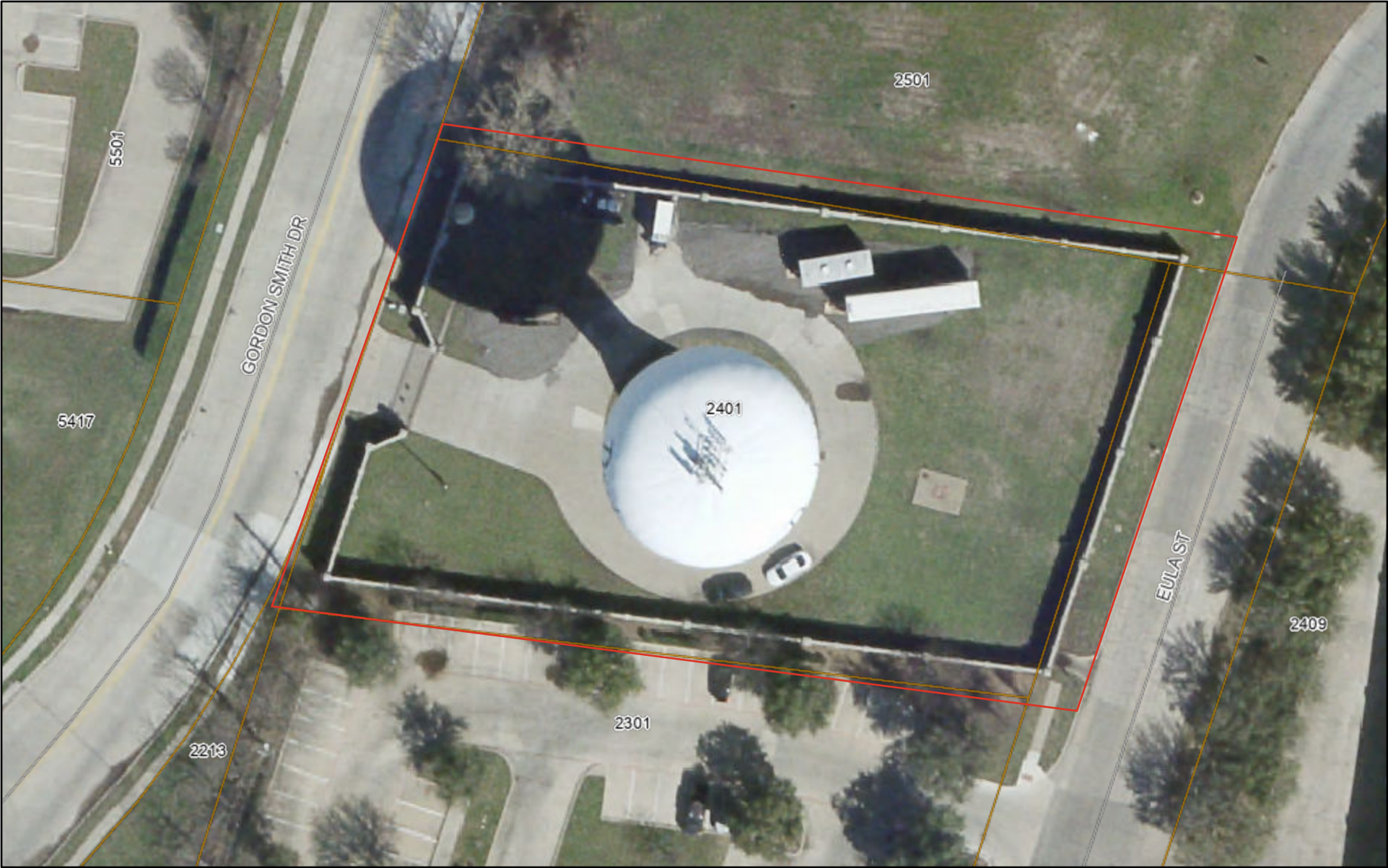
10429 Liberty Grove



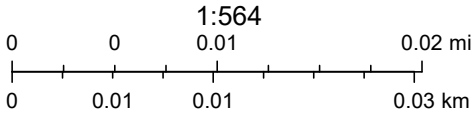
August 19, 2025



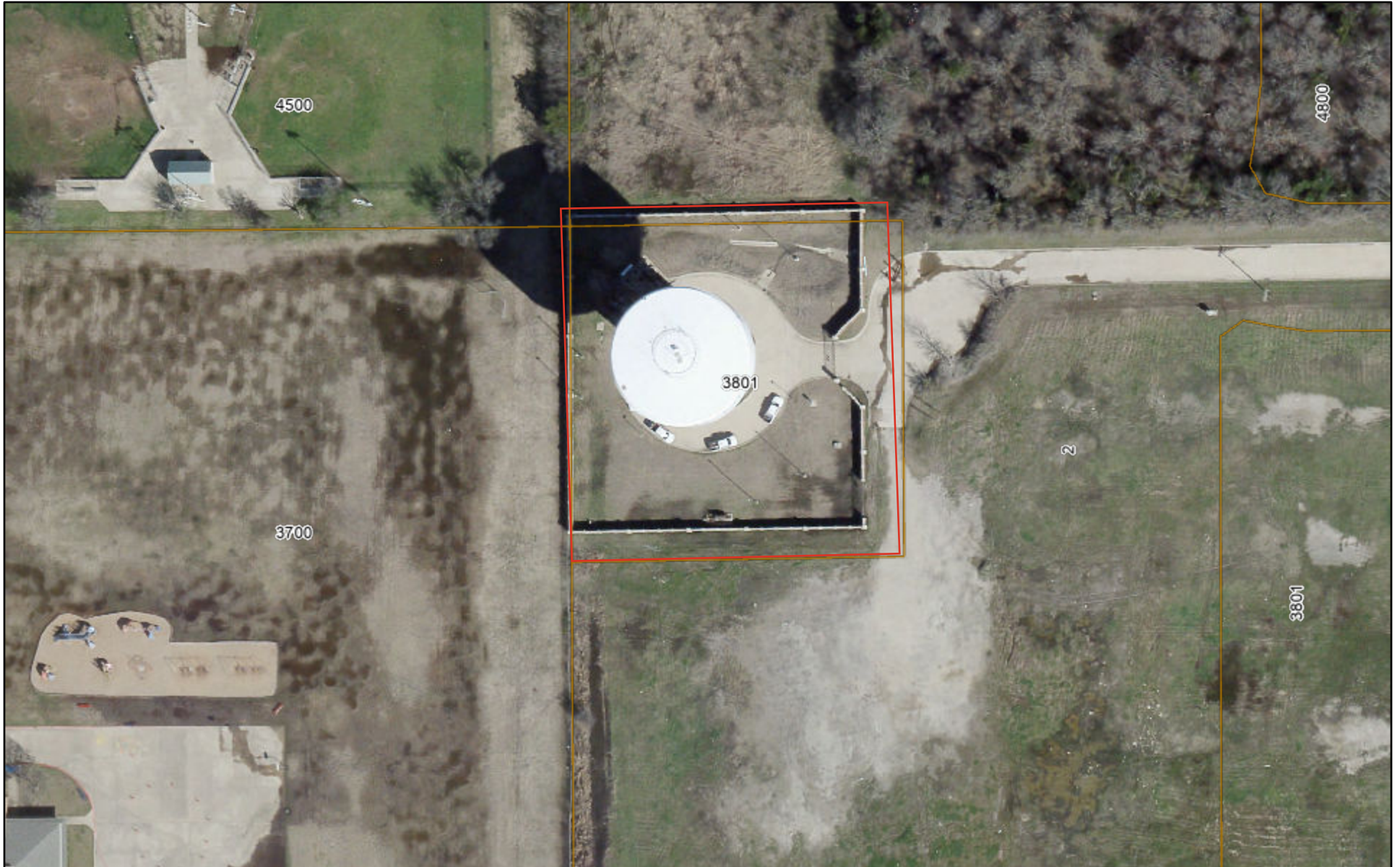
5401 Eula Dr



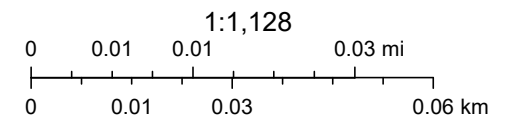
August 19, 2025



3901 South PGBT



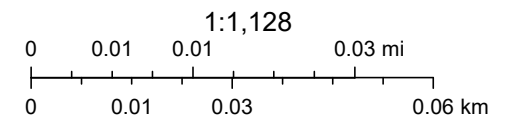
August 19, 2025



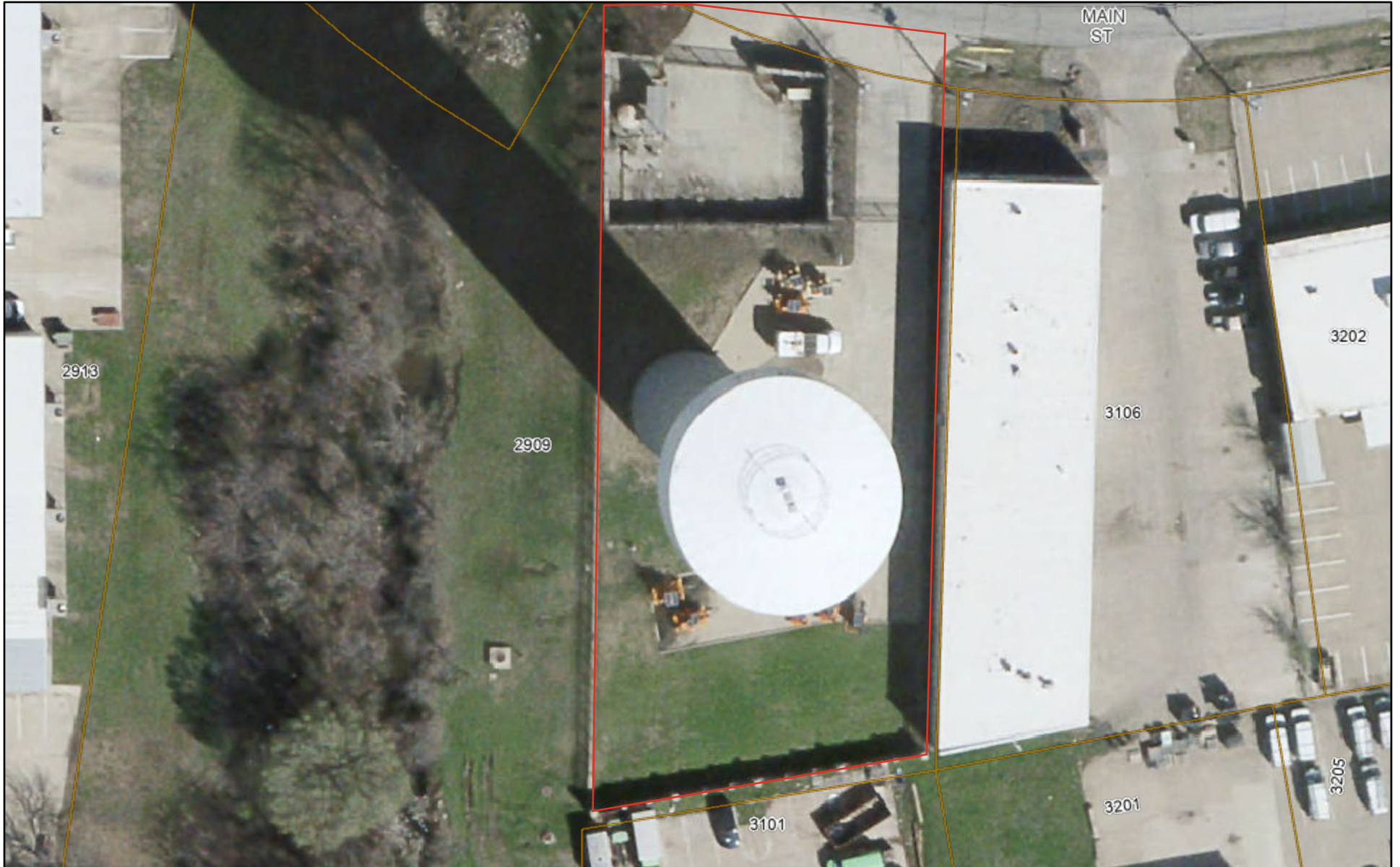
10217 Liberty Grove Rd



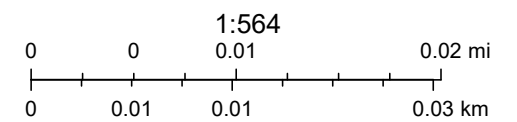
August 19, 2025



3100 Main St



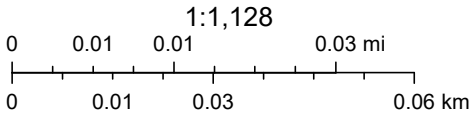
August 19, 2025



9606 Merrit Rd



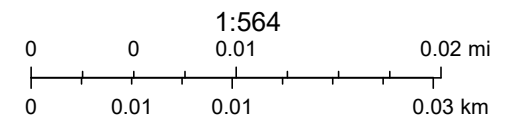
August 19, 2025



5402 Miller Rd



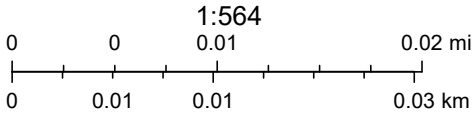
August 19, 2025



8500 McCleery



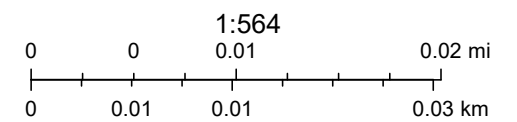
August 19, 2025



10330 Liberty Grove



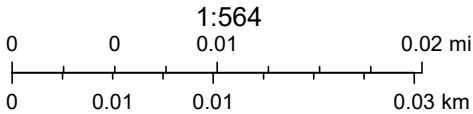
August 19, 2025



3700 Rowlett



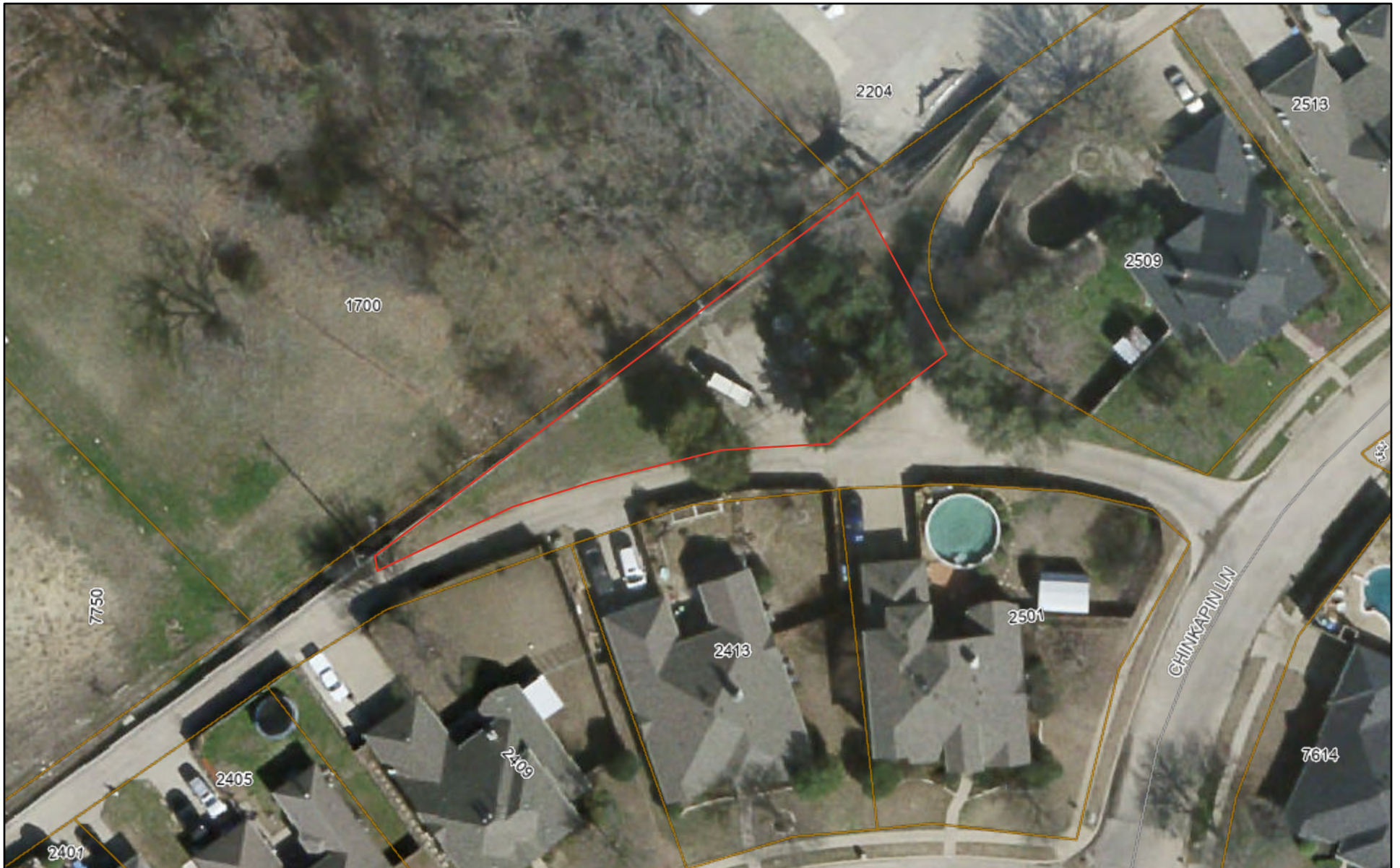
August 21, 2025



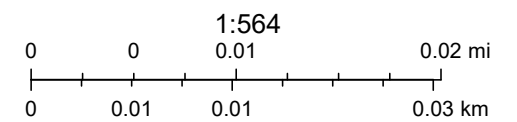
7716 Rowlett Rd



2417 Scarlett Oak



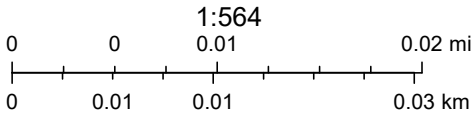
August 21, 2025



2400 Kirby



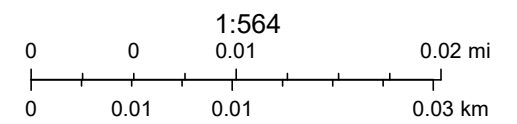
August 19, 2025



5701 HWY 66



August 21, 2025



**CITY OF ROWLETT
CONTRACT FOR SERVICES
CONTRACT NO. 2025-162-A
MOWING SERVICES: SECTION III – RIGHTS OF WAYS AND ALLEYS; AND SECTION V –
UTILITY STATIONS**

This Contract ("Contract") is made by and between the City of Rowlett, Texas ("City"), a municipal corporation and Watts Ellison LLC, dba D&D Commercial Landscape Management ("Contractor") acting by and through their authorized representatives. City and Contractor may each be referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, City agrees to retain the Contractor, to provide services relative to Mowing and Related Services for Section III – Rights of Ways and Alleys, and Section V – Utility Stations (hereinafter referred to as "Services"), in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference, and this Contract;

WHEREAS, the Contractor agrees to render all labor, supervision, materials and equipment necessary for Services to the City in accordance with the terms and conditions set forth in this Contract;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. **CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE.** The Contract Documents shall consist of the following documents:
 - a. This Contract; and
 - b. Exhibit A CSP No. 2025-162-A
 - c. Exhibit B Contractor's Proposal

These Documents are incorporated by reference into this Contract as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above.

2. **EMPLOYMENT OF THE CONTRACTOR.** The City agrees to retain the Contractor, and the Contractor agrees to provide Services in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference.
3. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the City in writing.
4. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization

from the City. Time is of the essence for this Contract and work is to commence immediately.

5. **CONTRACT PERIOD.** The contract period is from the date of contract execution by both parties through September 30, 2026 ("Initial Term"). All pricing is to remain firm during the initial term of the contract period. The contract is renewable for up to four (4) additional one-year terms beginning on October 1st of each year if written notice of the intent to renew is provided to either party not less than sixty (60) days prior to the termination date.
6. **COMPENSATION.** The contractor's total compensation for Services to be performed and expenses to be incurred is specified in Exhibit B.
7. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after receipt of the invoice for the previous month's service or as set forth in Exhibit B.
8. **INVOICING.** Invoices should be prepared and submitted to the City for payment in accordance with Exhibit A. Invoices should be mailed to City of Rowlett, Public Works Department, P.O. Box 99, Rowlett, Texas 75030-0099, or emailed to thejny@rowlett.com.
9. **RIGHTS OF WITHHOLDING.** The City may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the City. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.
10. **INFORMATION PROVIDED BY THE CITY.** Although every effort has been or will be made to furnish accurate information, the City does not guarantee the accuracy of information it furnishes to Contractor.
11. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit A for the benefit of City. Failure to maintain the required insurance may result in immediate termination of the Contract.
12. **INDEMNIFICATION.** As specified in Exhibit A.
13. **TRANSFER OF INTEREST.** Neither City nor Contractor may assign or transfer its interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on City, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any City officer, employee, or agent.
14. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the City may deem necessary, the Contractor shall make available to the City for examination all of its records with respect to all matters covered by the Contract and will permit the City to audit, examine, and make copies, excerpts, or transcripts from such records. The City may also audit all contracts,

invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.

15. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability, or any other protected characteristic. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability, or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants' employment and employees as the law may require.

16. **TERMINATION OF CONTRACT.** City may terminate this Contract upon sixty (60) days' written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the City shall notify Contractor and Contractor shall be given two (2) days to cure such breach or failure to comply. Should Contractor fail to cure to the satisfaction of the City, City may terminate this Contract immediately upon providing written notice of termination.

Furthermore, the City retains the right to terminate this Contract at the expiration of each City budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, Contractor consents to City's selection of another Contractor to assist the City in any way in completing the Services. The contractor further agrees to cooperate and provide any information requested by City in connection with the completion of the Services.

Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the City of any remedies against Contractor that may be available under applicable law.

17. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to City that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.
18. **CITY APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the City's written approval of all fees or other charges for the additional work before such work begins.
19. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by Contractor or by any subcontractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the City's prior written consent.
20. **DAMAGE.** In all instances where City property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the City by 8 a.m. of the following City business day after the incident. If damage may result in further damage to the City or loss of City property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to City property or equipment caused by the Contractor's officers, employees, or agents.
21. **CITY OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, City has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the City has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
22. **COMPLIANCE WITH LAWS.** The contractor warrants and covenants to the City that all Services will be performed in compliance with all applicable federal, state, county and City laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to ensure that safety regulations prescribed by OSHA and the City's representative are followed.
23. **"ANTI-ISRAEL BOYCOTT" PROVISION.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Contract on behalf of the company verifies by its signature to this Contract that the company does not boycott Israel and will not boycott Israel during the term of this Contract.

24. **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under § 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a "foreign terrorist organization" as defined in § 2252.151 of the Texas Government Code.
25. **FIREARM ENTITIES.** If § 2274.002 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) it will not discriminate during the term of the Contract against a firearm entity or firearm trade association. As used herein, "firearm entity," "firearm trade association," and "discriminate against a firearm entity or firearm trade association" shall have the meaning given such terms in Section 2274.001, Texas Government Code.
26. **ENERGY COMPANIES.** Pursuant to Chapter 809, Texas Government Code, Contractor hereby represents that the Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.
27. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.
28. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Contract, and such disagreement cannot be resolved by the City and the Contractor, the City and Contractor agree to submit such disagreement to non-binding mediation prior to filing of a lawsuit in any federal, state, or local court.
29. **ENTIRE CONTRACT.** This instrument together with Exhibit A attached hereto contains the entire Contract between the City and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.
30. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the City shall be sent to the address of the City as follow, unless and until the Contractor is otherwise notified:

City of Rowlett
Attn: David Hall, City Manager
P.O. Box 99
Rowlett, Texas 75030-0099
dhall@rowlett.com

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the City is otherwise notified:

Watts Ellison LLC, dba D&D Commercial Landscape Management
Attn: Dave Myers, Director
PO Box 741236
Dallas, Texas 75374
dave@ddmowing.com

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand delivered.

31. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.
32. **GOVERNING LAW.** The validity of this Contract and any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law without regard to choice of law rules. Venue for this Contract shall be located in Dallas County, Texas.
33. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
34. **EFFECTIVE DATE.** This Contract shall be effective once it is signed by the City and Contractor.

CITY OF ROWLETT

By: _____
David Hall
City Manager

Date: _____

**WATTS ELLISON LLC, DBA D&D
COMMERCIAL LANDSCAPE MANAGEMENT**

By: David Myers
Dave Myers
Director

Date: 10/21/25

EXHIBIT A
CSP NO. 2025-162-A



City of Rowlett Purchasing Office
Addendum No. 1
Issued August 21, 2025

CSP No: 2025-162-A
CSP Title: Mowing Services: Section III – Rights of Ways and Alleys; Section IV – Park Land; and Section V – Utility Stations
Proposals Due: 8/28/2025 @ 2:00 P.M.

Addendum #1 is issued by the City of Rowlett Purchasing Office. Please see the following for changes/additions/deletions or questions regarding the CSP:

Additions

1. Utility Stations Maps: Attached to this Addendum.

Changes

1. Fee Schedule, Section V: Remove line items 22 and 23. Revised Fee Schedule has been uploaded into the eProcurement system.

Questions

Below is a list of questions received with corresponding answers.

- Q1. Does the city have any maps for these locations showing boundary lines of where we start and stop maintenance?

A1. *This Addendum includes maps for Section V. – Utility Stations. The GIS Interactive Parks Mowing Map is available online at the following link:*
<https://rowlett.maps.arcgis.com/apps/webappviewer/index.html?id=6d9a9b92b76d487fb7e2eddc435ffe7b>

- Q2. Is there a prior bid tab on this?

A2. *The bid tabulation can be requested by submitting an Open Records Request online at the following link: <https://rowlett.justfoia.com/publicportal/home/newrequest>*

- Q3. Can I submit a proposal on only two of the sections if I chose?

A3. *You can submit a proposal for one, two, or all 3 sections. However, you must submit for all items in that section(s).*

- Q4. Will it possible to get the acreage of each section broken down?

A4. The Fee Schedule reflects the square footage or acreage for each service location.

For vendors who have already submitted a response and feel this addendum may change their response, you may pick-up your submission and return it prior to **August 28, 2025, by 2:00 P.M.** If picking up the submission is not feasible, any new response submitted by your firm will supersede one previously submitted.

If you have not previously submitted a response, please acknowledge receipt of this addendum in the appropriate space of the Bid Certification Form.

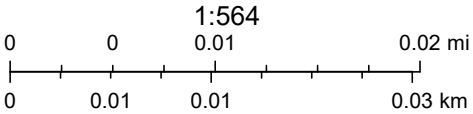
For questions regarding this addendum contact:

January M. Calhoun, CPPO, CPPB
Purchasing Manager
(972) 412-6189
jcalhoun@rowlett.com

6900 La Costa



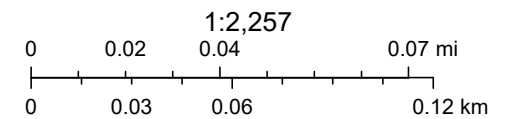
August 13, 2025



2901 Chiesa Rd



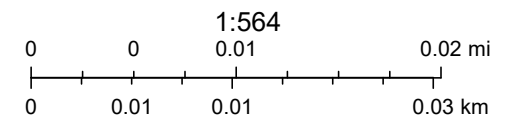
August 19, 2025



7813 Garner Rd



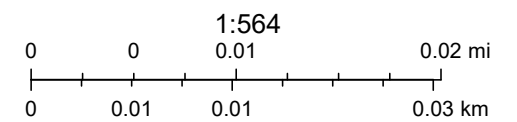
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10800 Yeager



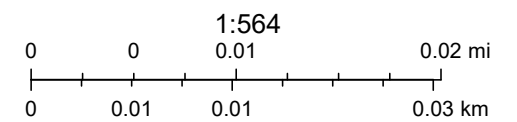
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10802 Yeager



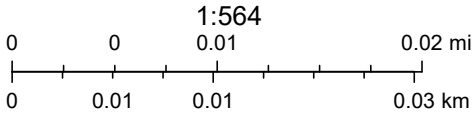
August 13, 2025



2014 Dalrock



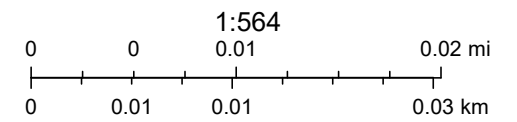
August 13, 2025



6828 HWY 66



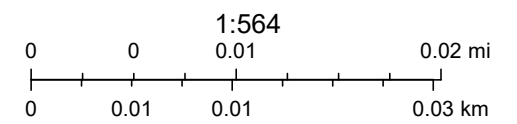
August 19, 2025



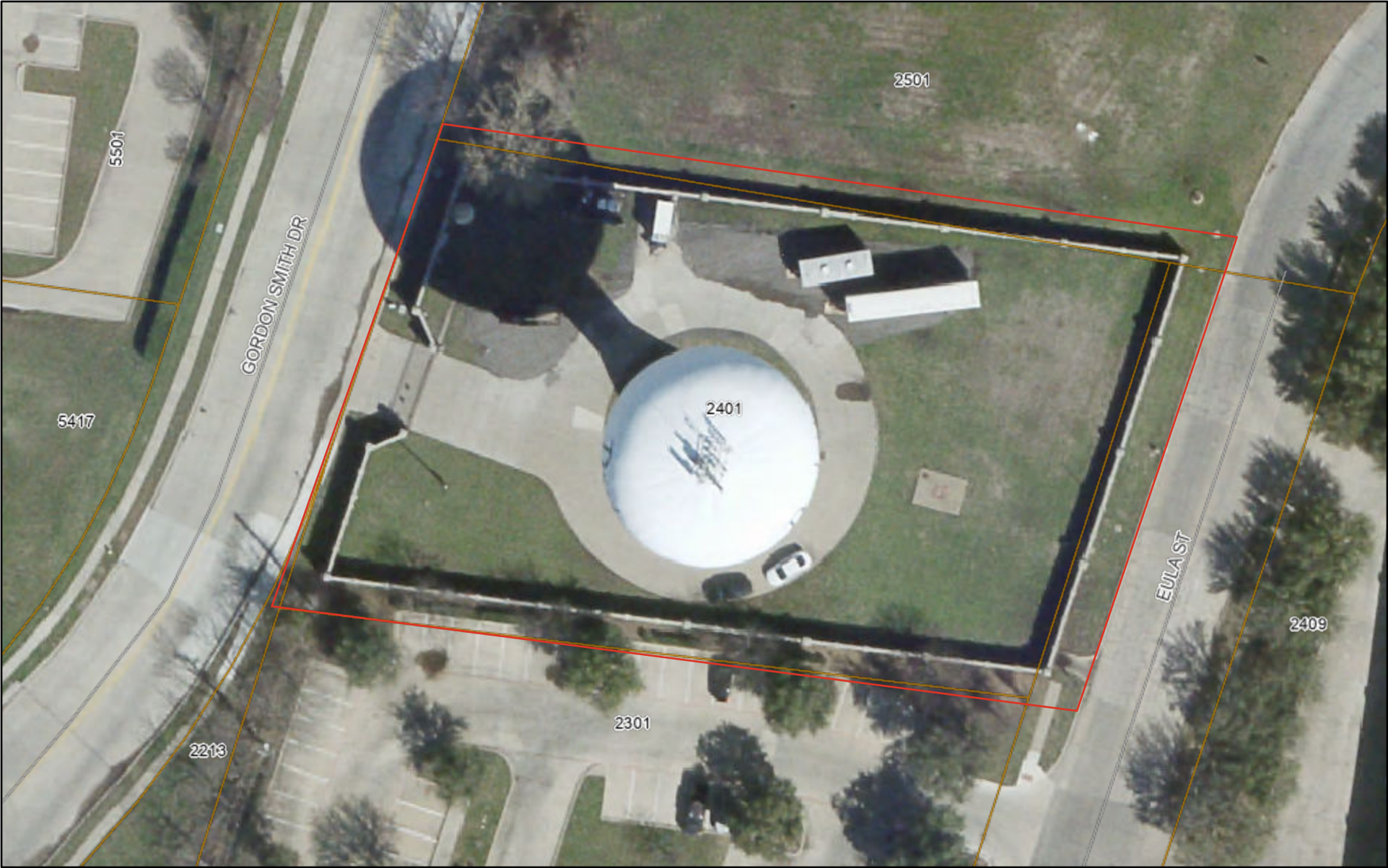
10429 Liberty Grove



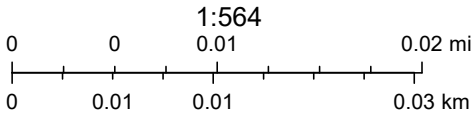
August 19, 2025



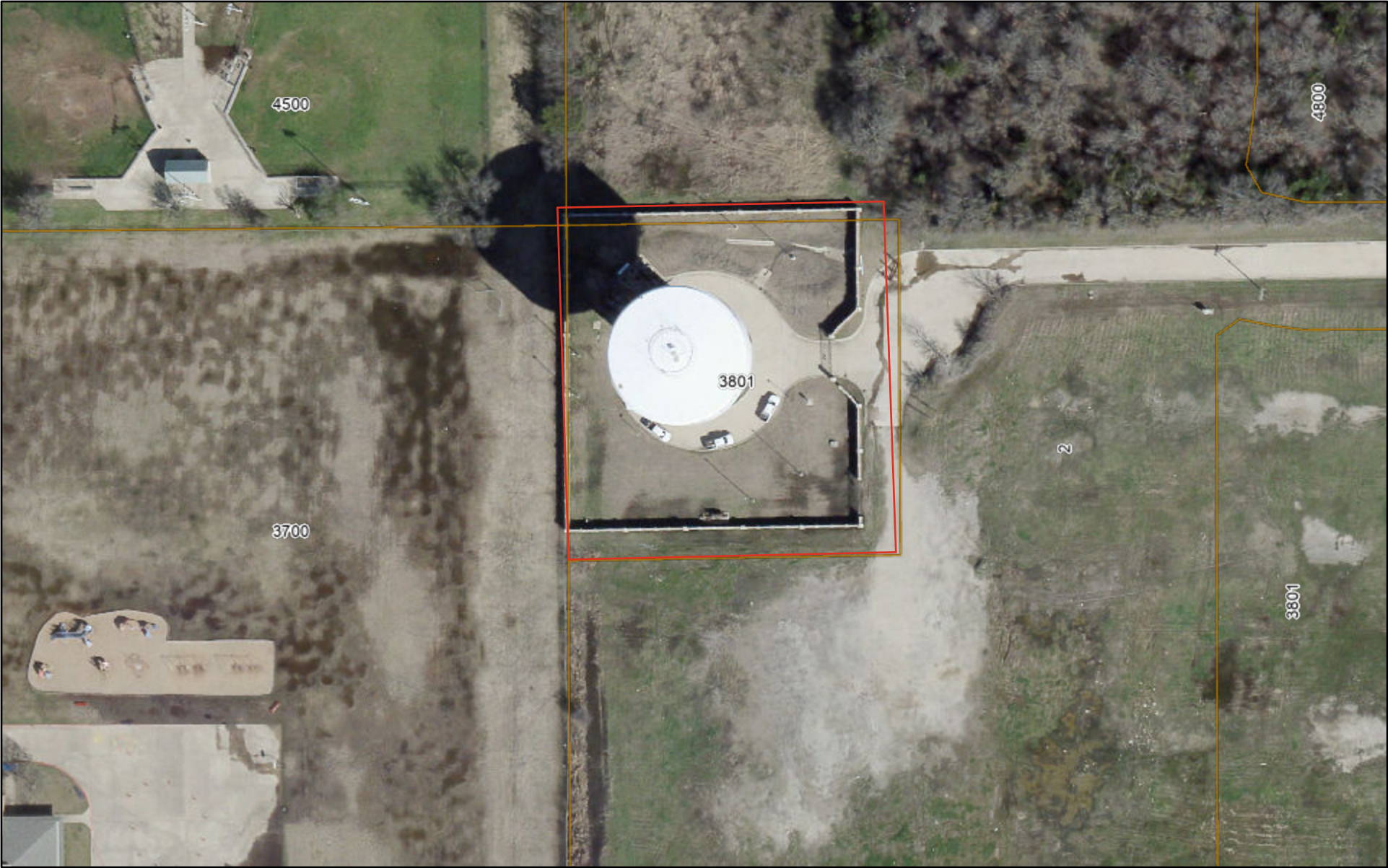
5401 Eula Dr



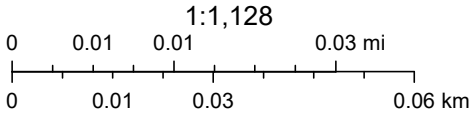
August 19, 2025



3901 South PGBT



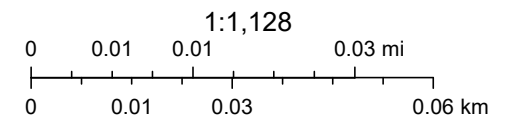
August 19, 2025



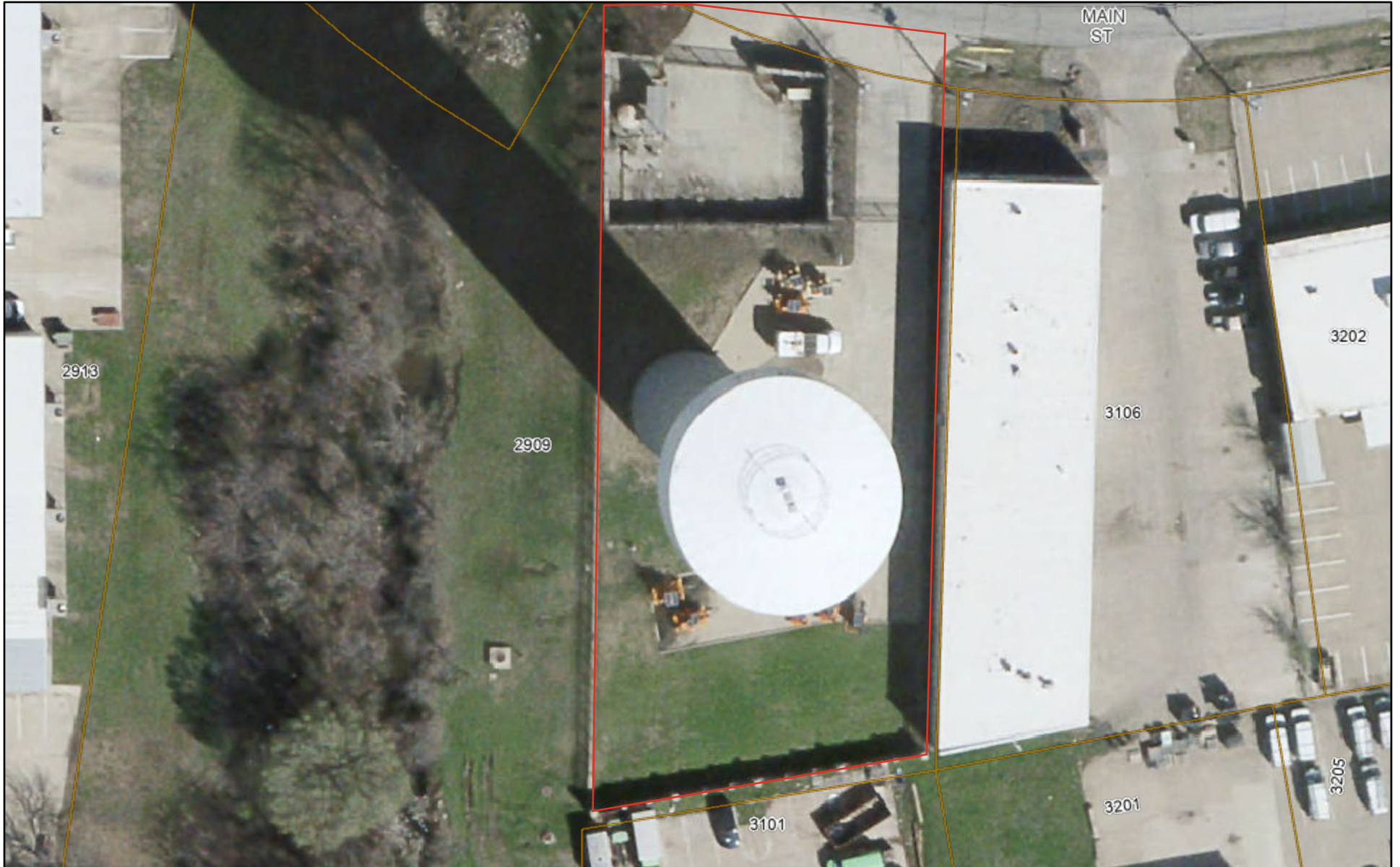
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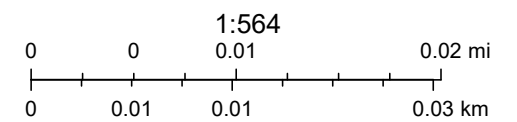
August 19, 2025



3100 Main St



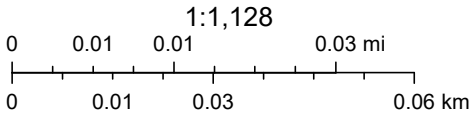
August 19, 2025



9606 Merrit Rd



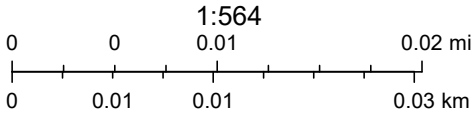
August 19, 2025



5402 Miller Rd



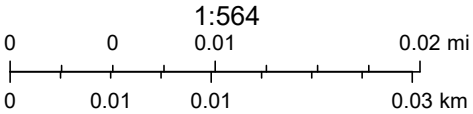
August 19, 2025



8500 McCleery



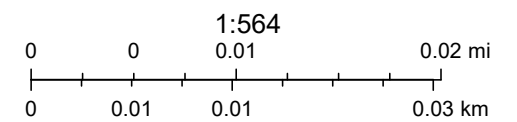
August 19, 2025



10330 Liberty Grove



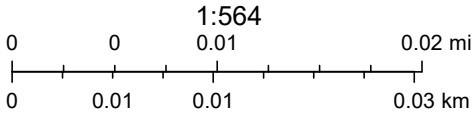
August 19, 2025



3700 Rowlett



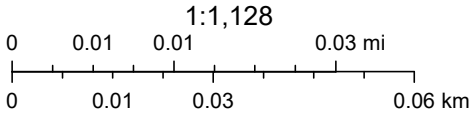
August 21, 2025



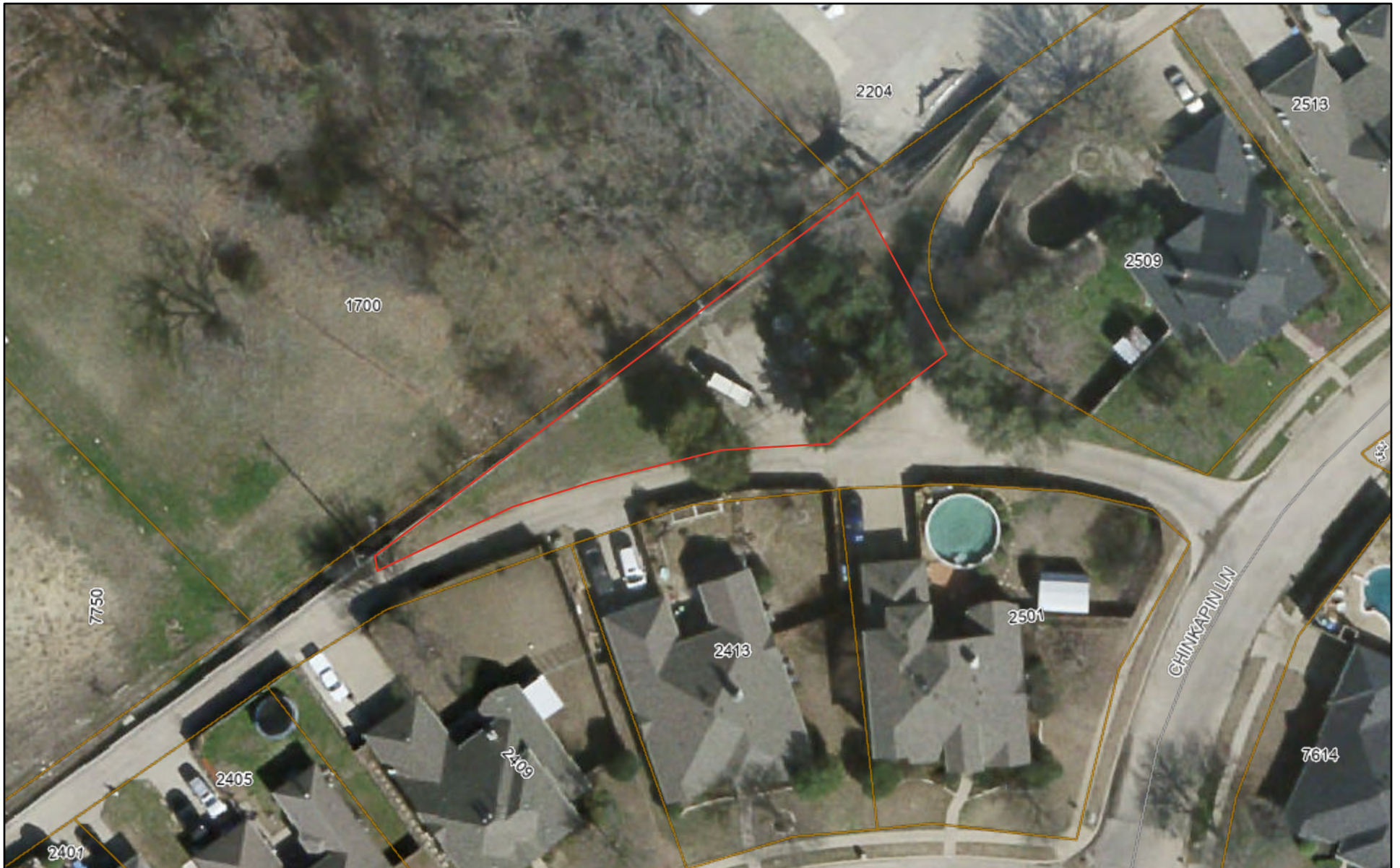
7716 Rowlett Rd



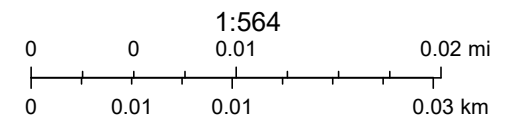
August 19, 2025



2417 Scarlett Oak



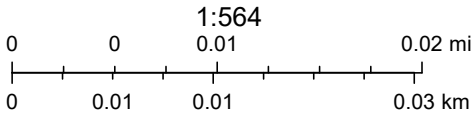
August 21, 2025



2400 Kirby



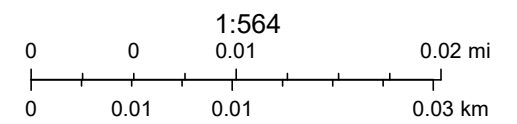
August 19, 2025



5701 HWY 66



August 21, 2025



**City of Rowlett
CSP No. 2025-162-A
Mowing Services: Section III - Rights of Ways and Alleys;
Section IV - Park Land; and Section V – Utility Stations**



Important Dates

Pre-Proposal Meeting:	08/19/2025 at 10:00 A.M.
Questions Deadline:	08/20/2025 at 12:00 P.M.
Proposals Due:	08/28/2025 at 2:00 P.M.



STANDARD TERMS AND CONDITIONS FOR PROCUREMENTS

Revised February 12, 2025

1. **APPLICABILITY:** These standard terms and conditions apply to all goods or services procured by the City of Rowlett, Texas ("City"), unless otherwise stated in the specifications. The instructions contained herein shall be incorporated into the request for bids/proposals or other procurement opportunity advertisement as well as any subsequent purchase order(s) issued for goods or services and shall be included as part of the specifications issued herewith.
2. **NOTIFICATION:** The City advertises formal procurement opportunities through www.rowlettx.gov, bidnet direct by SOVRA, and *The Dallas Morning News*. The City shall not be responsible for information distributed by sources other than those listed.
3. **ADDENDA:** Any revisions to the information contained herein or in the request for bids/proposals will be issued in the form of one or more addenda. The sole issuing authority shall be vested in the City of Rowlett Purchasing Office. If addenda containing material changes to the specifications or pricing form are issued, the vendor shall acknowledge receipt of such addenda in the designated section in the Bid/Proposal document. It is the responsibility of the bidder/proposer to obtain and acknowledge any and all addenda. Failure to acknowledge receipt of any addenda may be cause to deem such submission non-responsive.
4. **SILENCE OF SPECIFICATION:** The apparent silence of the provided specifications as to any detail or the apparent omission from these specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made on the basis of this statement.
5. **MINOR DEFECT:** The City reserves the right to waive any minor defect, irregularity, or informality in any bid/proposal. Minor defects, irregularities or informalities will not affect the end product/performance intended by the specifications. The City also reserves the right to reject any or all bids/proposals with or without cause prior to award.
6. **ELECTRONIC SUBMISSIONS:** The City utilizes bidnet direct by SOVRA to advertise and receive bids and proposals electronically over the Internet. Electronic submissions through bidnet direct by SOVRA shall be electronically signed and dated by a duly designated representative or agent of the company submitting the bid/proposal and submitted prior to the stated deadline date and time. Vendors should clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.
7. **PAPER SUBMISSIONS:** Paper submissions shall be submitted on the forms provided by the City and must be signed and dated by a duly designated representative or agent of the company submitting the bid/proposal. Vendors shall clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.
8. **PRESENTATION OF BIDS/PROPOSALS:** Paper submissions shall be presented to City Action Center, 4000 Main Street, Rowlett, Texas 75088, prior to the stated deadline date and time. Paper submissions shall be presented in a sealed envelope with vendor's name and the bid/proposal number clearly identified on the outside of the envelope.

9. **LATE SUBMISSIONS:** The date/time stamp located in the City Action Center serves as the official time clock. Submissions received after the stated deadline date and time shall be refused and returned unopened. The City is not responsible for issues encountered with methods of delivery.
10. **PRICING:** Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure of a unit price or extended price made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.
- Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting an error in bid price after bid opening.
11. **PROPRIETARY INFORMATION:** All material submitted to the City is subject to public disclosure upon receipt, pursuant to the Texas Open Records Act. If vendor does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at the time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary upon public request.
12. **TAXES:** The City is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. Tax shall not be included in prices offered. A Tax Exempt Form will be provided by the City upon request. A request for a Tax Exempt Form can be submitted in writing to purchasing@rowlett.com or by contacting the Purchasing Office at 972.412.6189.
13. **WITHDRAWAL OF OFFER:** Vendor agrees that an offer may not be withdrawn or cancelled for a period of ninety (90) days following the date and time designated for the receipt of the bid/proposal without written approval of the Purchasing Manager.
14. **F.O.B./DAMAGE:** Prices offered shall be F.O.B. Final Destination, Rowlett, Texas, and shall be all inclusive of shipping, handling and packaging costs. The City accepts and assumes no liability for goods delivered in damaged or unacceptable condition. The successful vendor shall be responsible for handling all claims with carriers, and in case of damaged or unacceptable goods, shall ship replacement goods immediately upon notification by the City.
15. **PREPARATION COST:** All costs associated with the preparation of an offer, bid, or proposal shall be borne by the vendor. The City will not be liable for any costs associated with the preparation, transmittal, or presentation of submissions, or with any materials submitted in response to the request for bid/proposal.
16. **TESTING:** At the City's discretion, testing may be required prior to award of the bid/proposal or prior to delivery of goods or services. Testing shall be performed without expense to the City.
17. **SAMPLES:** At the City's discretion, samples may be required prior to award of the bid/proposal or prior to delivery of goods or services. Samples shall be provided at no cost to the City. Samples should not be enclosed with submission unless specifically requested.
18. **QUALITY:** Any catalog, brand names, or manufacturer's reference in the bid/proposal packet is merely descriptive and **not** restrictive and is intended to indicate the type and minimum quality level desired for comparison purposes, unless otherwise stated herein to the contrary. All products and/or optional equipment offered shall be new and of current manufacture. No items of a demonstrator, leased, reconditioned, rebuilt, repossessed or used nature shall be considered, unless otherwise specifically stated herein.

19. **BID/PROPOSAL OPENINGS**: All bids/proposals will be read aloud at the City's scheduled opening for the designated bid/proposal. However, the reading of an offer shall not be construed as a comment on the responsiveness of such offer, or as any indication that the City accepts such offer as responsive. Neither shall such reading be construed as a comment on the responsibility of the bidder/proposer.

The City will make a determination regarding the responsiveness of offers submitted based upon compliance with all applicable laws and the City's purchasing guidelines and project documents including, but not necessarily limited to, the bid/proposal specifications and contract documents. The City will notify the successful vendor upon award of the contract; and, according to State law all offers received will be available for inspection after award.

For processes other than low bid or best value bid, only the names of vendors will be read aloud at the scheduled opening. Pricing information will not be released until after award of the contract.

20. **SUMMARY SHEET**: Bid/Proposal summary results are typically published within two (2) business days after the scheduled opening. Interested parties desiring a copy of a bid/proposal summary sheet may request the same by submitting a written request to purchasing@rowlett.com. **RESULTS WILL NOT BE RELAYED OVER THE TELEPHONE.**

21. **GRATUITIES**: Gratuities in the form of entertainment, gifts, or otherwise offered or given by the vendor, or any agent or representative of the vendor, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract, are not permissible. In the event this contract is cancelled by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by vendor in providing such gratuities.

22. **ANTI-COLLUSION**: In submitting an offer, vendor certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.

23. **NO PROHIBITED INTEREST**: Vendor acknowledges awareness of the laws, City Charter, and City Code of Ethics regarding conflicts of interest. No officer, employee or agent of the City shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by Section 2-463 of the City's Code of Ordinances and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined therein.

24. **CONFLICT OF INTEREST**: In accordance with Chapter 176, Local Government Code, a person who is a vendor and has a business relationship, as those terms are defined by Section 176.001(1-a), with the City and meets requirements under Section 176.006(a) is required to file a Conflict of Interest Questionnaire with the City Secretary not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

A complete copy of Chapter 176 of the Local Government Code may be found at <https://statutes.capitol.texas.gov/Docs/LG/htm/LG.176.htm>.

25. **NON-RESIDENT BIDDERS**: Texas Government Code, Chapter 2252: Non-Resident Bidders. Texas law prohibits city and governmental units from awarding contracts to a non-resident bidder/proposer unless the

amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder/proposer on a bid/proposal for goods and services in the non-resident bidder's state.

26. **DELINQUENT TAXES:** Any person, firm, or corporation that is in arrears to the City for delinquent taxes or otherwise, will not be recommended for award of any bid/proposal until the arrearage has been cleared in writing. If a contractor or vendor becomes delinquent while a contract is in force, payment for goods or services provided to the City under said contract or purchase order may be withheld until the arrearage has been cleared in writing.
27. **MINIMUM STANDARDS FOR RESPONSIBILITY:** A prospective vendor must affirmatively demonstrate responsibility. The City of Rowlett may request representation and other information sufficient to determine vendor's ability to meet the minimum standards including but not limited to:
- A. Have adequate financial resources, or the ability to obtain such resources as required
 - B. Ability to comply with the required or proposed delivery schedule
 - C. Have a satisfactory record of performance
 - D. Have a satisfactory record of integrity and ethics
 - E. Be otherwise qualified and eligible to receive an award
28. **AWARD OF CONTRACT:** The City reserves the right to award single or multiple contracts for the goods or services as stated herein, or to reject any and all bids. Furthermore, the City reserves the right to take administration costs into consideration when awarding to multiple vendors.
- The City may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides goods or services at the best value to the City. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:
- A. The purchase price
 - B. The reputation of the vendor and of the vendor's goods or services
 - C. The quality of the vendor's goods or services
 - D. The extent to which the goods or services meet the City's needs
 - E. The vendor's past relationship with the City
 - F. The total long-term cost to the City to acquire the vendor's goods or services
 - G. Any relevant criteria specifically listed herein
29. **ACCEPTANCE:** Vendor agrees that acceptance of any or all items by the City within a reasonable period of time, not to exceed one hundred twenty (120) days following the date and time designated for the receipt of the bid/proposal, shall be binding upon vendor. Vendor shall thereafter execute all documents necessary to enter into a contract in a form acceptable to and properly executed by the City to provide such goods and services.
30. **CONTRACT PERIOD:** Unless otherwise stated in the specifications contained herein, the contract period for this bid/proposal will be for one (1) year upon City approval, with four (4) optional one-year renewal periods at the option of the City. All contract periods, including all renewal periods, will be subject to the City's availability of funds.
31. **FUNDING:** The City is a home-rule municipal corporation operated and funded on a fiscal year basis from October 1 to September 30. Accordingly, the City reserves the right to terminate at any time, without liability to the City, any contract for which funding is not available in a subsequent fiscal year.

32. **ASSIGNMENT**: The successful vendor shall not sell, assign, transfer or convey any contract, in whole or in part, to any other person or party without the prior written consent of the City obtained through the City's Purchasing Office.
33. **INTERLOCAL AGREEMENT**: The successful vendor agrees to extend prices for goods and services under the same terms and conditions of this bid/proposal to all governmental entities that have entered into, or may hereafter enter into, interlocal cooperative purchasing agreements with the City
34. **CHANGE ORDER**: The City reserves the right to modify or change plans and specifications as deemed necessary at any time, including after the performance of the contract has commenced, to decrease or increase the quantity of work to be performed, materials, equipment or supplies to be furnished, or address other provisions of the contract as approved by the City Manager or City Council, and as appropriate under state law. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the contract. All change orders or modifications to the contract shall be documented in written form by the City and acknowledged by the contracted vendor. **All change orders and modifications to the contract shall be processed through the Purchasing Office only.**
35. **DELIVERY PROMISE – PENALTIES**: Where indicated, vendors must provide the number of calendar days required to deliver goods or services to the City after receipt of order (ARO). **Do not quote shipping dates.** When a delivery delay can be foreseen, the vendor shall provide advance notice to the Purchasing Manager, who shall have the right to extend the delivery date if the reasons for delay are acceptable. Default in promised delivery, without acceptable reason(s), or failure to meet specifications as contained herein or in the contract documents, authorizes the Purchasing Office to purchase goods or services from an alternate source. The defaulting vendor may be subject to re-procurement costs.
36. **DELIVERY TIMES**: Unless otherwise specified herein, deliveries will only be accepted during normal working hours at the designated City location(s).
37. **INSPECTION**: Upon receipt of goods or services, the same will be inspected for compliance with the specifications contained herein or in the contract documents. If the goods or services do not pass inspection, the vendor will be required to remedy the situation at the vendor's sole expense. The vendor will be required to retrieve the rejected goods at the delivery point and provide the necessary repairs of or replacement and return of the goods in new condition to the original point of delivery; or re-perform services in accordance with the terms and conditions of the contract and to the City's satisfaction.
38. **INVOICES**: Invoices shall be submitted to the attention of the ordering department, P.O. Box 99, Rowlett, Texas 75088, or electronically to the appropriate department representative.
39. **PAYMENT TERMS**: Payment terms are net 30 days, unless otherwise specified by the City in the bid/proposal document.
40. **AUDIT**: The City shall have access to, and the right to examine, monitor and audit all records, documents, conditions and activities related to contracts awarded by the City. It shall be the responsibility of the vendor to maintain records associated with this procurement for a period of three (3) years after completion of the contract, or in the event of litigation, a claim or audit, the records shall be retained until the resolution of such litigation, claim or audit.
41. **INSURANCE**: The City requires vendor(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the contract documents.
42. **PRICE ESCALATION**: Unless otherwise stated in the specifications herein, prices must remain firm for the initial term and any renewal terms of the contract, except that the contracted vendor may request an

adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. Basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the City with copies of the appropriate indices for verification purposes. The City reserves the right to approve or reject any and all requests for price escalations.

43. **PRICE REDUCTION**: If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services are lower than the City's contracted prices, an equitable adjustment shall be made in the contract price in favor of the City.
44. **INDEMNITY**: The bidder shall defend, indemnify and hold the City, its current, former and future officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act, omission, or fault of the successful bidder, or of any agent, employee, subcontractor or supplier for which the successful bidder is responsible in the execution of, or performance under, any contract which may result from bid award and the bidder so agrees upon the submission of the bid. The bidder shall deliver, if so requested by the City, a written release of all liens or other proper evidence of same, to the satisfaction of the City prior to the issuance of final payment by the City.
45. **INDEMNITY; PATENT RIGHTS**: The bidder/proposer agrees to indemnify and hold harmless the City from any claim involving patent right infringement or copyright infringement on goods or services supplied to the City pursuant to the contract documents.
46. **PROTESTS**: All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.

Post-award protests must be submitted in written form to the Purchasing Manager within five (5) working days after award.

The protest must include, at a minimum, the name of the protester, bid/proposal number or description of goods or services, and a statement of the grounds for the protest. The Purchasing Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.

47. **TERMINATION FOR DEFAULT**: The City reserves the right to enforce the performance of the contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contracted vendor fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the City to award the contract to another vendor, or purchase from an alternate source, and charge the full increase in cost plus any additional administrative costs incurred by the City to the defaulting contracted vendor.
48. **REMEDIES**: The successful vendor and the City agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

49. **VENUE**: The validity of the contract and of any of its terms or provisions, as well as the rights and duties thereunder or under the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in the state courts of Dallas County, Texas.
50. **ENERGY BOYCOTT**: In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 13), the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that the company: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The signatory executing the Contract on behalf of Seller verifies Seller does not boycott energy companies and will not boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City determines the requirements of Subsection 2274.002(b) are inconsistent with the City's constitutional or statutory duties related to the issuance, incurrence or management of debt obligations or the deposit, custody, management, borrowing or investment of funds.
51. **FIREARMS**: In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 19) the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that the company: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing the Contract on behalf of Seller verifies Seller does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City contracts with a sole-source provider or if the City does not receive any bids, if applicable, from a company that is able to provide the required verification.
52. **CRITICAL INFRASTRUCTURE**: In accordance with Chapter 2274, Texas Government Code, the City may not enter into a contract or agreement with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more (1) if the company would be granted direct or remote access to or control of critical infrastructure in Texas, excluding access specifically allowed by the City for product warranty and support purposes and (2) if the City knows the company is (A) owned by or the a majority of stock or other ownership interest of the company is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of such countries, or (B) headquartered in such countries. The signatory executing the Contract on behalf of Seller represents that neither Seller nor any of its parent companies, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company of which the City may not contract pursuant to Section 2274.0102, Texas Government Code. The foregoing verification is made solely to comply with Section 2274.0102, Texas Government Code.
53. **ANTI-BOYCOTT ISRAEL VERIFICATION**: In accordance with Chapter 2271, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing the Contract on behalf of Seller verifies that Seller and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. As used in the foregoing verification, "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. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than \$100,000.

54. **IRAN, SUDAN, AND FOREIGN TERRORIST ORGANIZATIONS:** The signatory executing the Contract on behalf of Seller represents that neither Seller nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

City of Rowlett
CSP No. 2025-162-A
Mowing Services: Section III – Rights of Ways and Alleys; Section IV – Park Land;
and Section V – Utility Stations

I. Introduction

The City of Rowlett ("City") is accepting competitive sealed proposals ("CSP") to establish an annual fixed price contract for mowing and related services to be performed at various locations within the City limits, in accordance with the terms, conditions, and requirements set forth in this CSP document. The successful vendor(s) shall be responsible for the mowing, detailing, and cleanup of the designated properties. The initial term of the contract will be effective upon award through September 30, 2026, with four optional, one-year renewal periods effective on October 1st annually. The contract will be awarded to the vendor(s) providing the best value to the City, as determined by the evaluation criteria as stated herein.

The City's intent is to award by section. However, the City reserves the right to award any or all line items, in whole or in part, to one or more vendors. Vendors are not required to submit pricing for all sections to be considered for award but should submit pricing for all items within a section.

Orders will be placed on an as-needed basis only and the City does not guarantee this amount. Any service quantities stated herein are an accurate reflection of the City's anticipated needs. However, due to budget contingencies, service quantities may be adjusted prior to award, or at any time during the contract period. At no time will adjustments to the prices offered be imposed on the City. Prices will be held firm during the contract period.

The successful vendor will be required to execute a Contract for Services. A sample Contract is available for viewing upon request, in the Purchasing Office.

II. On-site Pre-Proposal Conference and Site Visit

An online pre-proposal conference will be held for this project at 10:00am, Tuesday, August 19, 2025. Attendance is optional, but interested parties are strongly encouraged to attend. To participate in the pre-proposal conference, please use the following:

Meeting ID: 268 902 855 356 1

Passcode: Qe9Up3Dv

Link: https://teams.microsoft.com/join/19%3ameeting_ZjNmNGYyYWYtYWRjMS00OGRjLTkyYTQtMTE4ZTdmZDMzODQ5%40thread.v2/0?context=%7b%22Tid%22%3a%2285803b12-c237-45fd-bc07-0d2e834e5e62%22%2c%22Oid%22%3a%227d17b5ea-5a46-4540-84b7-f45b211dff03%22%7d

III. Public Opening

Proposals will be publicly opened and read in compliance with statutory requirements at 2:30 P.M (CT). on the day proposals are due. Only the names of the vendors submitting a proposal will be disclosed. The public opening will be conducted online as follows:

Meeting ID: 262 127 500 540 0

Passcode: L38Pr3ND

Link: https://teams.microsoft.com/join/19%3ameeting_MzBjNGU1MDctYjgxZC00MTFhLWlzMmYtNzdhY2QyNzE0NDhl%40thread.v2/0?context=%7b%22Tid%22%3a%2285803b12-c237-45fd-bc07-0d2e834e5e62%22%2c%22Oid%22%3a%227d17b5ea-5a46-4540-84b7-f45b211dff03%22%7d

IV. GIS Public Portal

Interested parties are encouraged to view service locations by using the City's GIS Public Portal located at <https://gismaps.rowletttx.org/>.

V. Definitions

A. The following definitions shall apply in this contract:

1. **City:** The City of Rowlett.
2. **Vendor:** The person or firm who is awarded the Contract by the City.
3. **Standard lot:** Any lot having a total area less than 43,560 square feet (1 acre).
4. **Acreage:** Property having a total area greater than 43,560 square feet (1 acre).
5. **Hand-cutting:** The mowing of high weeds by means other than a tractor mower.
6. **Alley or easement:** The public right-of-way or public access adjacent to the property or lot in question.
7. **Detail Ground Maintenance:** The complete litter removal, mowing, edging, line-trimming, removal of clippings from turf or pavement utilizing a rake, blower, broom, vacuum, etc. In order to maintain a manicured appearance at a height of no greater than 2" on Park Maintained Street Scape properties and 3" on Right's of Way properties along Streetscapes and removal of all debris from all paved areas such as walks, streets, and under structures where applicable.
8. **Non-Detail Ground Maintenance:** Complete litter removal, tractor mowing, not to exceed 3" (in a manner which minimizes "wind rowing" of grass clippings), line-trimming fence rows, tree lines or any other structure or appurtenances, edging and air brooming of all paved and gravel trails
9. **Bed Maintenance:** The weed and debris removal from all non-turf areas where flowers and/or shrubs are planted and the trimming (in an acceptable manner) of the shrubs on a regular basis to insure a manicured appearance at all times. Shrub trimming to be done as instructed by the Operations Manager on a monthly basis. Beds to be free from weeds at all times (chemically, manually, or both at the option of the contractor. If chemically, all state requirements for an applicator must be followed and the chemicals to be used must be approved by the Operations Manager). If chemical method is chosen, please forward the MSDS documentation to the Parks Supervisor and Purchasing Office.
10. **Edging:** shall mean to use an edger and not a line trimmer when manicuring.

VI. Vendor Qualifications

A. Vendor Qualifications

1. Vendor shall have been actively engaged in mowing and cleaning services for a minimum of three (3) years under its current name and in good standing with a track record of performance and must provide evidence of such. If name changes have occurred in the past ten (10) years, provide these name changes in chronological order. Recent start-up businesses do not meet the requirements of this solicitation.

NOTE: A start-up business is defined as a new company that has no previous operational history

or expertise in the relevant business and is not affiliated with a company that has that history or expertise

2. Vendor shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the successful vendor(s) employees or agents.
3. Vendor shall employ sufficient personnel to ensure that all authorized mowing and/or cleaning is accomplished within the schedule set by the City.
4. Safety Training Program
 - a. Vendor should have an established on-going safety training program that addresses issues such as proper safety equipment, equipment operating procedures, general safety awareness, etc.
5. Vendor shall obtain and pay for any permits, licenses, etc. required to fulfill this contract.
6. Vendor shall comply with all applicable governmental laws and regulations.

VII. Scope of Services

The successful Vendor(s) shall meet the following requirements and will provide all tools, fuel, labor, equipment, and supplies to perform the cleaning services as outlined in this CSP.

A. Services

1. All properties to be mowed and/or cleaned shall include any and all adjacent easements and rights-of-way, where applicable, and will be considered in the bid price per lot, per hour, or per acreage as indicated and not as a separate or additional category.
2. There shall be no cost to the City for travel time, fuel or other charges incurred when traveling to property. There shall be no travel time paid for any reason.
3. All properties authorized by the City to be mowed by the Vendor shall be cut to a uniform height not to exceed three (3) inches, exclusive of some Park properties which shall be mowed at a height not to exceed two (2) inches. (See Sections II Streetscapes)
4. Vendor will remove litter prior to mowing to prevent scattering.
5. Vendor will ensure that paved areas adjacent to job sites are free of grass clippings after completion of mowing including under structures and base of all curbs where applicable. Accumulations on turf areas of grass clippings, and woody, stemmed plants shall be removed after mowing.
6. All lots and properties shall be mowed as near as possible to any buildings, trees, walls, fences, or any other structure or appurtenance.
 - a. Remaining tall grass or weeds (in excess of three [3] inches tall on Right's of Ways and properties and two [2] inches tall on Streetscapes) shall be removed by line trimming or by other applicable means to ensure favorable appearance.
 - b. Trimming weeds and tall grass adjacent to trees, structures or appurtenance to bare ground is unacceptable; trimming will be at mowing height.
 - c. Trees damaged due to weed or high grass removal by contractor or his personnel shall be

replaced or repaired by contractor at the discretion of the City.

- d. Paved areas adjacent to lots or properties maintained by Vendor shall be edged and cleaned to delineate turf area from pavement where pavement begins.
- e. Turf areas shall be maintained in such a manner as to not encroach into non-turf areas.
- f. Equipment mowing height shall be periodically inspected in order to maintain a uniform mowing height on all equipment and prevent scalping (removing all green leaf tissue from turf, resulting in turf "browning out").
- g. All valve boxes will need to be trimmed around.

B. Service Schedule

1. Vendor(s) shall accomplish all tasks listed on a regular schedule, as agreed upon by the proposer and the department representative. Any variance from the prescribed schedule will require a minimum of twenty-four hours advance notification to the designated department representative.
2. Services shall be performed Monday through Saturday between the hours of 7:00am-10:00pm, or Sundays between the hours of 9:00am and 10:00pm, except for City holidays (subject to change annually):
 - New Years Day
 - Martin Luther King Day
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Thanksgiving (Thursday and Friday)
 - Christmas Eve
 - Christmas Day
3. The majority of work to be performed will occur between April and September.
4. The City reserves the right to cancel scheduled mowing cycles on a week-to week basis, based upon need, prevailing weather conditions, and available funding.
5. The frequency of mowing is to provide the most affordable maintained appearance possible. The cycle awarded will be what is expected to be accomplished. Rain could cause extension of a cycle but not necessarily delete a cycle; the contractor would be expected to perform a late cycle of trimming, cleanup, etc. to give a maintained appearance for winter.
6. Acts of Nature such as extended periods of heavy rain or extended droughts could affect the quantities of cycles and those cycles not performed would not be paid.
7. Vendor may be granted a temporary alternate arrangement in the case of inclement weather, at the discretion of the City designee. Any temporary alternate arrangements requested will be submitted by the vendor in written form (email is acceptable).
8. Adjustments may be made to the schedule during the growing season, as necessary to maintain appearance.

C. Service Requirements

1. Vendor shall obtain and pay for all permits, licenses, etc. required to fulfill this contract.

2. Vendor shall exercise extreme caution while working on medians, road sides and high traffic areas. TX DOT approved safety vests, traffic cones, and "men working" signage are required when crews are working in any traffic situations.
3. Any property not mowed and/or cleaned satisfactorily, shall be redone at the Vendor's expense.
4. Vendor will be required to perform a repeat mowing, debris removal, etc., for any area missed during the accepted cycle or deemed substandard quality by the City, within 24 hours of notice. Vendor will not be paid until work is performed satisfactorily.
5. Vendor(s) shall be responsible for any damage done to plant material or other property during the maintenance operation. Vendor(s) shall be responsible for replacement of all trees, shrubs, ground covers, plant bed areas, and irrigation equipment destroyed by the successful Vendor(s), employees or agents of the successful Vendor(s) during maintenance operations, including labor costs associated with the repair(s). Trees and shrubs must not be bumped or marked by mowing or edging equipment. Mulch rings shall be reshaped within twenty-four hours when dislodged by mowing equipment. The successful vendor(s) must report damage immediately to the designated City department representative. Damage to trees or tree collars will be assessed for each instance. The successful vendor(s) will not be permitted to mow within 18" of each tree in order to avoid damage to trees.
6. In the event of inclement weather, the Vendor may be allotted additional time. If the Vendor does not meet the prescribed time provisions on any work the City shall have the authority to reassign said work to a secondary contractor.
7. Vendor shall report any visual problems with the irrigation system to the appropriate department representative for corrective action.
8. Vendor shall notify the appropriate department representative of any hazardous conditions and/or damaged property prior to leaving the work site.
9. Supervision of Work Crew
 - a. Vendor is responsible for designating a single supervisor who will be responsible for each crew on premise.
 - b. Vendor shall provide supervision of all work crews at all times while performing work under this contract.
 - c. Personal supervision is not required, provided that communication equipment or other means are provided that enable the work crew to communicate with the supervisor at all times.
 - d. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities in English.
 - e. Vendor shall provide the City with the name and phone number of a designated contact person available during normal operating hours, and after after-hours in the case of an emergency.
10. Rights-of-Ways (ROW)
 - a. All ROW areas are determined by use and enjoyment.
 - b. If a property is separated by a wall or fence it is considered to be part of the contract.
 - c. All residential, commercial or agriculture properties that front ROWs will be property owner's maintenance responsibility.
 - d. Maintenance includes all drainage areas or bridges on streets listed from back of curb or

pavement edge out 20' if conditions allow.

11. Park Land

- a. **Detail Mowing** consists of litter removal, small limb removal, grooming mower, line trimmer, edger or curb dresser, removal of excess grass clippings from mowed areas, sweeping or blowing all paved areas. Areas designated, as athletic areas shall be mowed at 2" all other areas mowed at 3" unless otherwise instructed by Parks Operations Manager.
- b. **Non-Detail Mowing** consists of litter removal and utilizing mowers such as tractor pulled Brush hog, Batwing, etc. Mowing completed in a manner, which minimizes "wind rowing" of grass clippings. Line trimming shall be done to remove weeds over 3" tall adjacent to tree lines, fences, walls, buildings and any other structures or appurtenances. Turf encroaching into paved areas will be edged and paved areas cleaned to remove clippings, tree limbs, and debris.

D. Equipment Requirements

1. Vendor equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services.
2. Vendor's equipment shall be in good repair and a qualified operator shall be responsible for the care and handling of the equipment.
3. Vendor is responsible for performing scheduled maintenance on all equipment used in performing under the contract.
4. Minimum equipment requirements for performing services are included on the Equipment Worksheet for each section (Attachments A, B, and C).
5. Vendor shall complete and submit the Equipment Worksheet for each section bidding, listing the availability of all equipment, to be utilized for the services as specified in this CSP. This will be used for evaluation purposes to determine if the equipment is adequate to perform the contract.

E. Invoices and Payments

1. Vendor shall submit each invoice for all work performed to the City within two (2) days after work has been completed. This invoice shall describe each category of work completed and the charge assessed.
2. All invoices shall be submitted directly to the department and shall be itemized with contracted unit prices and quantities for all work completed by the Vendor.
3. Vendor shall receive payment only for those properties verified by the City Staff to be complete of mowing and/or cleaning, and in compliance with all the specifications of this contract.

VIII. Insurance Requirements

ALL RESPONDENTS must submit, with the proposal, proof of insurance coverage as stipulated in **Exhibit B** to this proposal document. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. **Any provisions outlined will be required of the successful vendor only.** Prior to the execution of this contract, the successful vendor will supply the Purchasing Office with an original certificate of insurance evidencing the stated

requirements and provisions. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

IX. Submittals

In order for your proposal to be considered responsive, the following information should be submitted in the order outlined below. Failure to provide requested information may cause your proposal to be deemed as non-responsive.

A. Company Information (Label as Section A)

1. Company information should include a cover letter containing legal company name, address, telephone number, and number of years in business. Also include acknowledgement of all Addendums issued for this solicitation.
2. Include name of contact person authorized to submit a proposal and negotiate a contract on behalf of your firm, including telephone number and email address.
3. If name changes have occurred in the past ten (10) years, provide these name changes in chronological order, if applicable.

B. Staffing Information (Label as Section B)

1. Complete and submit the Staffing Worksheet provided in this CSP packet (Attachment 1)

C. References Worksheet (Label as Section C)

1. Complete and submit the References Worksheet provided in this CSP packet (Attachment 2).

D. Experience (Label as Section D)

1. In your own format, submit a list of same or similar contracts within the last three (3) years, including the contract dates, contract amount, and a description of each. These should be different than your references.
2. Preference will be given to vendors who have verifiable experience in providing same or similar scope of work and performance for an organization comparable to the City.

E. Equipment Worksheet (Label as Section E)

1. Complete and submit the Equipment Worksheet for each applicable section, as provided in this CSP (Attachment 3).

F. Fee Schedule

1. Please complete the Fee Schedule (Attachment 4) and provide a monthly cost to provide all services as outlined in this CSP. Unit cost must be all-inclusive. All fees associated with providing the services as outlined in this CSP must be included in order to be considered.
2. The City is exempt from paying Texas State or local sales and use taxes. Please ensure the prices proposed do not include taxes.

3. If submitting your proposal in hard copy, include the Fee Schedule and label as Section F. If submitting your proposal electronically, the Fee Schedule should be uploaded separately where indicated in bidnet.

G. Additional Information

1. Proof of Insurance
2. List any exceptions to the Standard Terms and Conditions of Procurement or the CSP requirements for the City's consideration. If none, please include a statement indicating there are no exceptions.
3. Proposal Certification Form

X. Evaluation Criteria

A review committee will judge the merit of proposals received in accordance with the requirements defined herein. Failure of vendor to provide in their proposal any information requested in this CSP may result in disqualification of the proposal. The sole objective of the review committee will be to select the vendor(s) that provides the best value to the City. The contract will be awarded based on the following evaluation criteria:

- A. Cost proposal as outlined in Section IX. Submittals, Section F. (40%)
- B. Equipment as evidenced in Section IX. Submittals, Section E. (25%)
- C. Staffing as evidenced in Section IX. Submittals, Section B. (15%)
- D. Experience as evidenced in Section IX. Submittals, Section D. (20%)

XI. Interviews and Presentations

In fairness to all firms, requests for interviews prior to the closing time and date will not be permitted. Interviews with selected vendors may or may not be requested by the City after the closing date.

Selection may be made strictly from the information provided in the CSP. However, the City reserves the right to conduct interviews with and request presentations from any respondents.

XII. Best and Final Offer

The City reserves the right to request a best and final offer from any or all vendors. The City also reserves the right to reject any or all proposals, with or without cause, re-issue the CSP, or proceed in any manner determined to be in the best interest of the City.

XIII. Questions Deadline

The City requires that all questions relating to this CSP be submitted in writing through bidnet, the City's eProcurement system, or to January Calhoun, Purchasing Manager, at jcalhoun@rowlett.com by **12:00pm on Tuesday, February 26, 2025. No questions will be answered over the phone.** Questions in regard to the scope of services will only be accepted until the stated deadline. Any changes to the CSP Documents will be made by City in the form of a written Addendum. Any changes made in any other manner will not be binding upon the City, and proposer may not rely upon them.

XIV. Submission or Delivery of Proposal

Proposals are due no later than Thursday, August 28, 2025, at 2:00pm. Submissions will be received online, or in hard copy.

Submitting a proposal constitutes understanding and acceptance of all terms, conditions, instruction, glossary, specifications, forms and statements contained in this CSP document.

The date/time stamp located in the Purchasing Office serves as the official time clock. Late Submissions will not be considered. Submissions received after the stated deadline shall be refused and returned unopened. The City is not responsible for issues encountered with methods of delivery.

A. Online Submission

1. Proposals may be submitted online through bidnet, the City's eProcurement system, at the following link: <https://www.bidnetdirect.com/texas/cityofrowlett>.
2. Please ensure that you provide all required information, including attachments, combined and uploaded where indicated in bidnet.

B. Mailed/Delivered Submission

1. Proposal must be submitted with the CSP number and the respondent's name and address clearly indicated on the front of the envelope.
2. Please submit one (1) unbound original of your proposal and one (1) electronic copy on a thumb drive in a sealed envelope or package to the address listed below:

Delivery Address

City of Rowlett
Attn: Purchasing Manager
4000 Main Street
Rowlett, TX 75088

Mailing Address

City of Rowlett
Attn: Purchasing Manager
PO Box 99
Rowlett, TX 75030-0099

CSP 2025-162-A
MOWING SERVICES SECTION III – RIGHTS-OF-WAYS AND ALLEYS; SECTION IV - PARK LAND;
AND SECTION V – UTILITY STATIONS

PROPOSAL CERTIFICATION FORM

By submitting a proposal, the Vendor certifies that the Standard Terms and Conditions for Procurements, the CSP requirements, and all issued Addendums have been read and are fully understood, and it's the Vendor's intent to enter into negotiations for a contract for Janitorial Services for the Rowlett Community Centre. Vendor agrees to abide by the terms and statutory requirements governing the solicitation process.

All addenda shall be issued in written form by the Purchasing Office. The City is not bound by any oral representations, clarifications, or changes made in connection to the CSP by the City's employees, agents or consultants unless in the form of a properly issued Addendum.

The failure of the Vendor to contact the Owner to determine the issuance of any Addenda, or to acknowledge receipt of any and all of the Addenda issued in connection with this project, shall entitle the City, at its sole discretion, to (i) reject the proposal of the Vendor as being non-responsive, or (ii) to accept the proposal of the Vendor, in which event the Vendor agrees to be bound by all of the terms and conditions of each unacknowledged Addendum.

A. FIRM INFORMATION

Legal Name of Vendor: _____

Tax ID Number: _____ Telephone No: _____

State of Formation: _____ Year of Formation: _____

Address: _____

Contact Name and Title: _____

Contact Phone No: _____

Contact Email Address: _____

B. CERTIFICATION

I certify that I have the legal authority to bind the vendor listed above, and I further certify that there are no objections to any of the terms and conditions listed in this CSP document, except as noted in Section VI. Submittals, Article G. Additional Information, Item 2. (if applicable).

Signature of Authorized Representative: _____

Printed Name and Title of Authorized Representative: _____

Date of Certification: _____



EXHIBIT A STANDARD INSURANCE REQUIREMENTS

Company shall procure and maintain for the duration of the contract, insurance coverages outlined herein which may arise from or be in connection with the performance of the work hereunder by the Company, his agents, representatives, employees or subcontractors. Any exceptions to the requirements or provisions herein shall be submitted in writing to the City's Risk Manager for consideration and approval. The decision of the City will be final. The cost of such insurance shall be borne by the Company.

1.0 GENERAL PROVISIONS

- 1.1 The Company shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, the City of Rowlett shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Company. The Company shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Company is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.
- 1.2 Company shall cause each subcontractor employed by Company to purchase and maintain insurance of the type specified herein or cover such subcontractor under its insurance coverage.
- 1.3 The Company agrees that the insurance requirements specified in this section do not reduce the liability Company has assumed in any indemnification/hold harmless section of this contract.
- 1.4 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Company to fully comply with requirements of this section during the term of this contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.
- 1.5 Insurance coverage required by this section shall:
 - 1.5.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City.
 - 1.5.2 Be with an insurer possessing an A-VII A. M. Best Rating or equivalent.

2.0 MINIMUM INSURANCE COVERAGE & LIMITS

- 2.1 Commercial General Liability. Company shall maintain commercial general liability and, if necessary, commercial umbrella or excess liability (umbrella or excess liability should be provided on follow-form policy).
- 2.2 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent Company's, product-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

- 2.3 City shall be included as an additional insured under the commercial general liability using ISO additional insured endorsement CG 20 10 07 04 and CG 20 37 07 04 or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Company.

2.4 Limits of Insurance

Contracts between \$0 and \$1,000,000		
Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	• \$1,000,000 each occurrence • \$2,000,000 general aggregate • \$2,000,000 Umbrella/ Excess Liability (follow-form)	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage City to be provided a waiver of Subrogation
2. Business Auto Liability	• \$1,000,000 per occurrence • \$1,000,000 aggregate or; • \$1,000,000 combined single limits	City to be named as additional insured
3. Workers' Comp & Employers' Liability	• Statutory Limits • \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	• 100% of construction total	If Applicable
5. Other Coverages a) Professional Liability b) E & O coverage c) Cyber Liability	• To be determined by the City's Risk Manager on a per project basis	If Applicable

Contracts between \$1,000,000 and \$8,000,000		
Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	• \$2,000,000 each occurrence • \$4,000,000 general aggregate • \$4,000,000 Umbrella/ Excess Liability (follow-form)	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage City to be provided a waiver of Subrogation
2. Business Auto Liability	• \$1,000,000 per occurrence • \$2,000,000 aggregate or; • \$2,000,000 combined single limits	City to be named as additional insured

3. Workers' Comp & Employers' Liability	• Statutory Limits • \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	• 100% of construction total	If Applicable
5. Other Coverages a) Professional Liability b) E & O coverage c) Cyber Liability	• To be determined by the City's Risk Manager on a per project basis	If Applicable

- 2.4.1 If vendor is performing service-related work on City fleet, Garage Keeper Liability is required at a limit of not less than \$1,000,000 per occurrence on a special form basis.
- 2.4.2 If contract has exposure for environmental hazards contact City's Risk Manager for specifications. (Including MCS-90).
- 2.4.3 Contracts for construction projects taking place in a high-risk flood zone area may require additional coverage requirements.
- 2.4.4 Insurance specifications for Contracts in excess of \$8,000,000 will be determined by the City's Risk Manager.
- 2.5 Commercial Automobile Liability. Company shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per occurrence.
- 2.6 Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles).
- 2.7 Commercial automobile coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to the amount provided in ISO form CA 00 01.
- 2.8 Company waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability or commercial umbrella liability insurance obtained by Company pursuant to this section or under any applicable automobile physical damage coverage.
- 2.9 Workers' Compensation & Employer's Liability. Company shall maintain workers' compensation insurance with a limit of no less than \$1,000,000 each incident. The employers' liability limit and, if necessary, commercial umbrella coverage, shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- 2.10 Company waives all rights against City and its agents, officers, directors and employees for recovery of damages under Company's workers' compensation and employers' liability in connection with scope of contract and completed operations.

3.0 **EVIDENCE OF INSURANCE**

- 3.1 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Company shall furnish City a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with this section. Company shall furnish copies of all endorsements as required by each section.
- 3.2 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance.
- 3.3 City shall have the right, but not the obligation, of prohibiting Company or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.
- 3.4 Failure to maintain required insurance may result in termination of this contract at sole option of the City.
- 3.5 **All Certificates of Insurance need to reference job or contract number in comments section.**
- 3.6 **Certificate Holder shall be listed as follows: City of Rowlett, 4000 Main St., Rowlett, TX 75088**

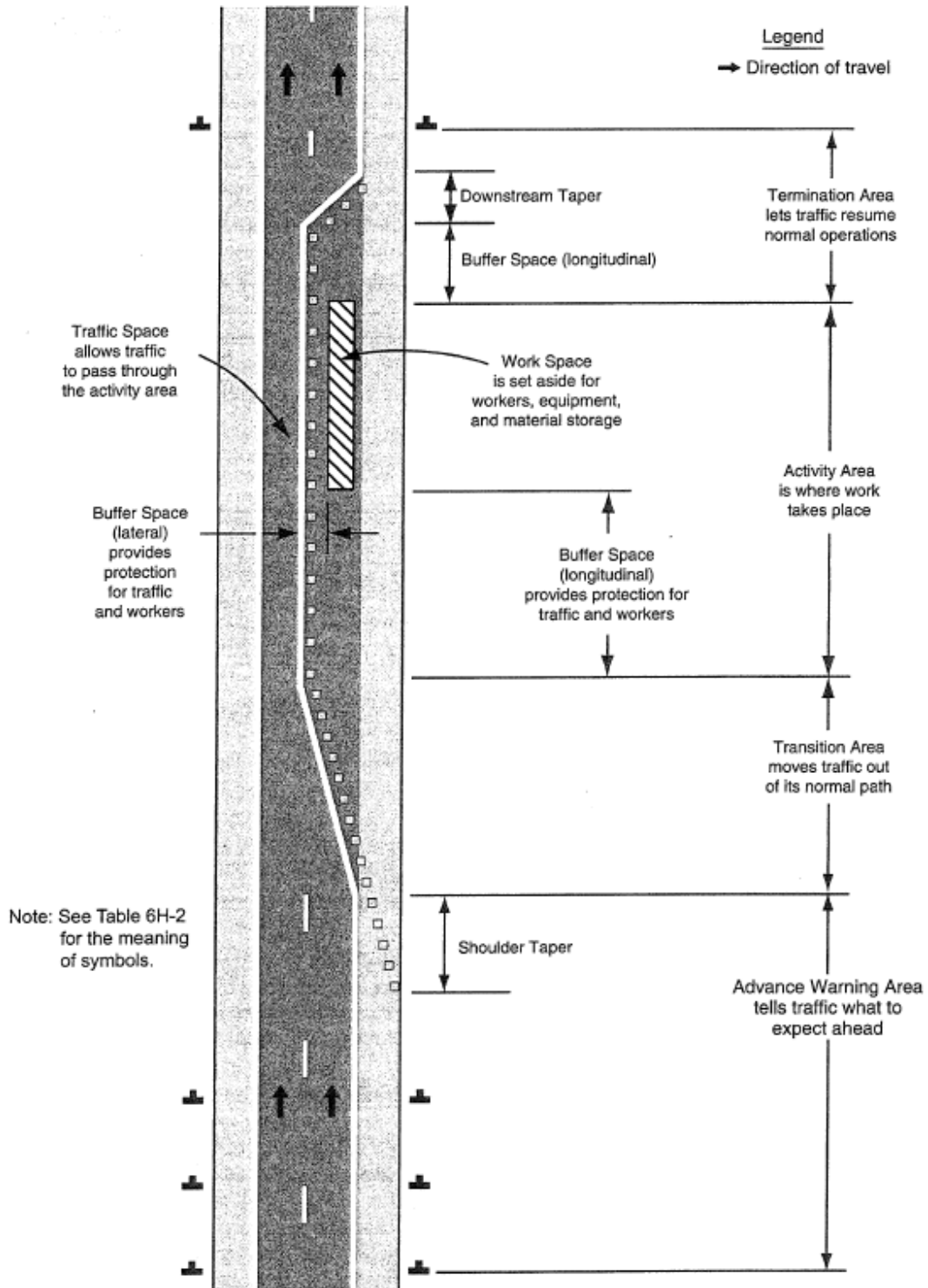
Figure 6C-1. Component Parts of a Temporary Traffic Control Zone

EXHIBIT B
CONTRACTOR'S PROPOSAL



City of Rowlett, Texas
CSP No. 2025-162-A
Mowing Services: Section III - Rights of
Ways and Alleys; Section IV - Park
Land; and Section V – Utility Stations

Company Information: Section A

Watts Ellison LLC. DBA
D&D Commercial
Landscape Management
PO Box 741236 Dallas
TX 75243
214-233-6697

DAVE MYERS

PHONE:
972-352-3402

WEBSITE:
ddmowing.com

EMAIL:
dave@ddmowing.com

Company Information: Section A

D & D has been in business for 31 Years, serving municipalities for over the past 15 of those years. Watts Ellison LLC , DBA D&D Commercial Landscape Management has had no other or former names.

Dave Myers, who is authorized to submit, propose and negotiate contracts on behalf of D&D Commercial Landscape Management, is currently assigned to this contract and would continue to do so if D&D is awarded the new 2025 contract.

While Currently based in Dallas, D&D is planing on relocating to Singleton St in Rowlett during the Spring of 2026.

D & D excels in all aspects of landscape, hardscape & irrigation maintenance and installation TDA # 0675306, TDA# 0478010 TCEQ #IT0003436 TCEQ#LI0006295 TCEQ#LI0011458, TCEQ# LI0030275, TCEQ# IT0007068

I acknowledge addendums submitted with this bid,
Sincerely,

David Myers

A handwritten signature in blue ink that reads "David Myers".

DD Commercial Landscape Management



City of Rowlett Purchasing Office
Addendum No. 1
Issued August 21, 2025

CSP No: 2025-162-A
CSP Title: Mowing Services: Section III – Rights of Ways and Alleys; Section IV – Park Land; and Section V – Utility Stations
Proposals Due: 8/28/2025 @ 2:00 P.M.

Addendum #1 is issued by the City of Rowlett Purchasing Office. Please see the following for changes/additions/deletions or questions regarding the CSP:

Additions

1. Utility Stations Maps: Attached to this Addendum.

Changes

1. Fee Schedule, Section V: Remove line items 22 and 23. Revised Fee Schedule has been uploaded into the eProcurement system.

Questions

Below is a list of questions received with corresponding answers.

- Q1. Does the city have any maps for these locations showing boundary lines of where we start and stop maintenance?

A1. *This Addendum includes maps for Section V. – Utility Stations. The GIS Interactive Parks Mowing Map is available online at the following link:*
<https://rowlett.maps.arcgis.com/apps/webappviewer/index.html?id=6d9a9b92b76d487fb7e2eddc435ffe7b>

- Q2. Is there a prior bid tab on this?

A2. *The bid tabulation can be requested by submitting an Open Records Request online at the following link: <https://rowlett.justfoia.com/publicportal/home/newrequest>*

- Q3. Can I submit a proposal on only two of the sections if I chose?

A3. *You can submit a proposal for one, two, or all 3 sections. However, you must submit for all items in that section(s).*

- Q4. Will it possible to get the acreage of each section broken down?

A4. The Fee Schedule reflects the square footage or acreage for each service location.

For vendors who have already submitted a response and feel this addendum may change their response, you may pick-up your submission and return it prior to **August 28, 2025, by 2:00 P.M.** If picking up the submission is not feasible, any new response submitted by your firm will supersede one previously submitted.

If you have not previously submitted a response, please acknowledge receipt of this addendum in the appropriate space of the Bid Certification Form.

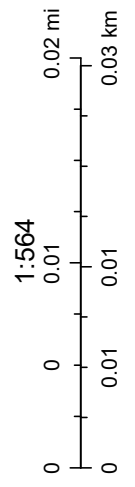
For questions regarding this addendum contact:

January M. Calhoun, CPPO, CPPB
Purchasing Manager
(972) 412-6189
jcalhoun@rowlett.com

6900 La Costa



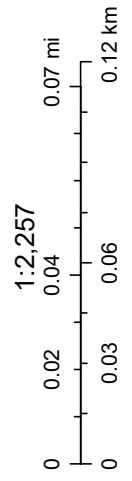
August 13, 2025



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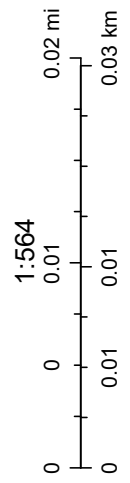
August 19, 2025



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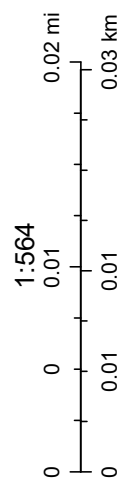
August 13, 2025



10800 Yeager



August 13, 2025



10802 Yeager



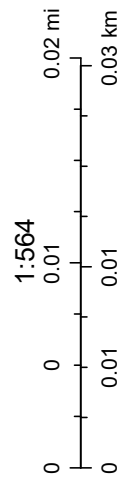
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2014 Dalrock



August 13, 2025



6828 HWY 66



August 19, 2025

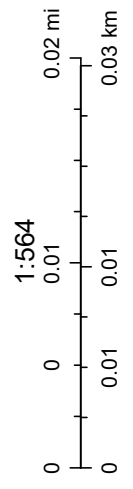
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GIS
City of Rowlett

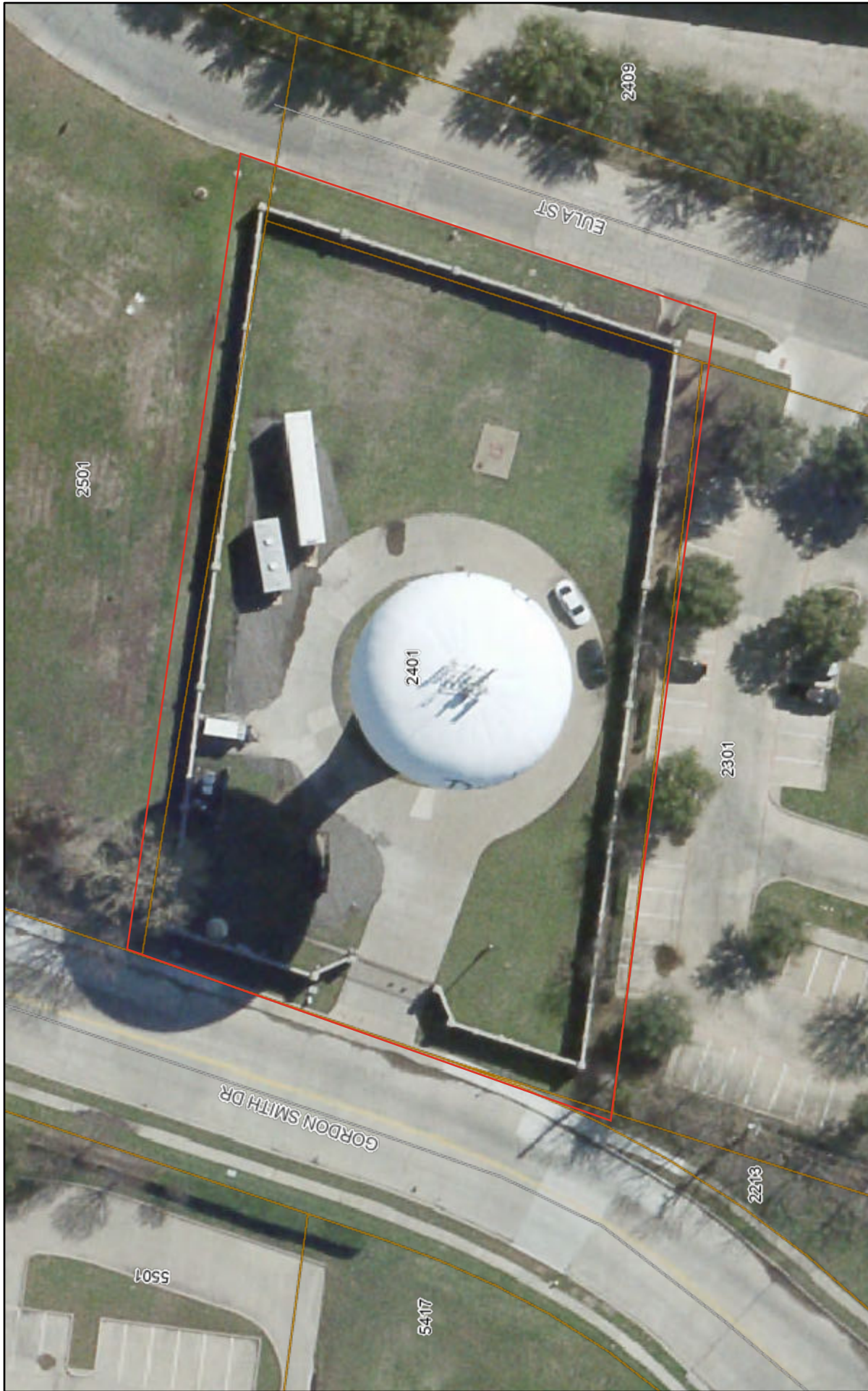
10429 Liberty Grove



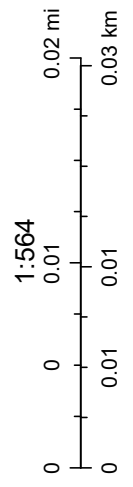
August 19, 2025



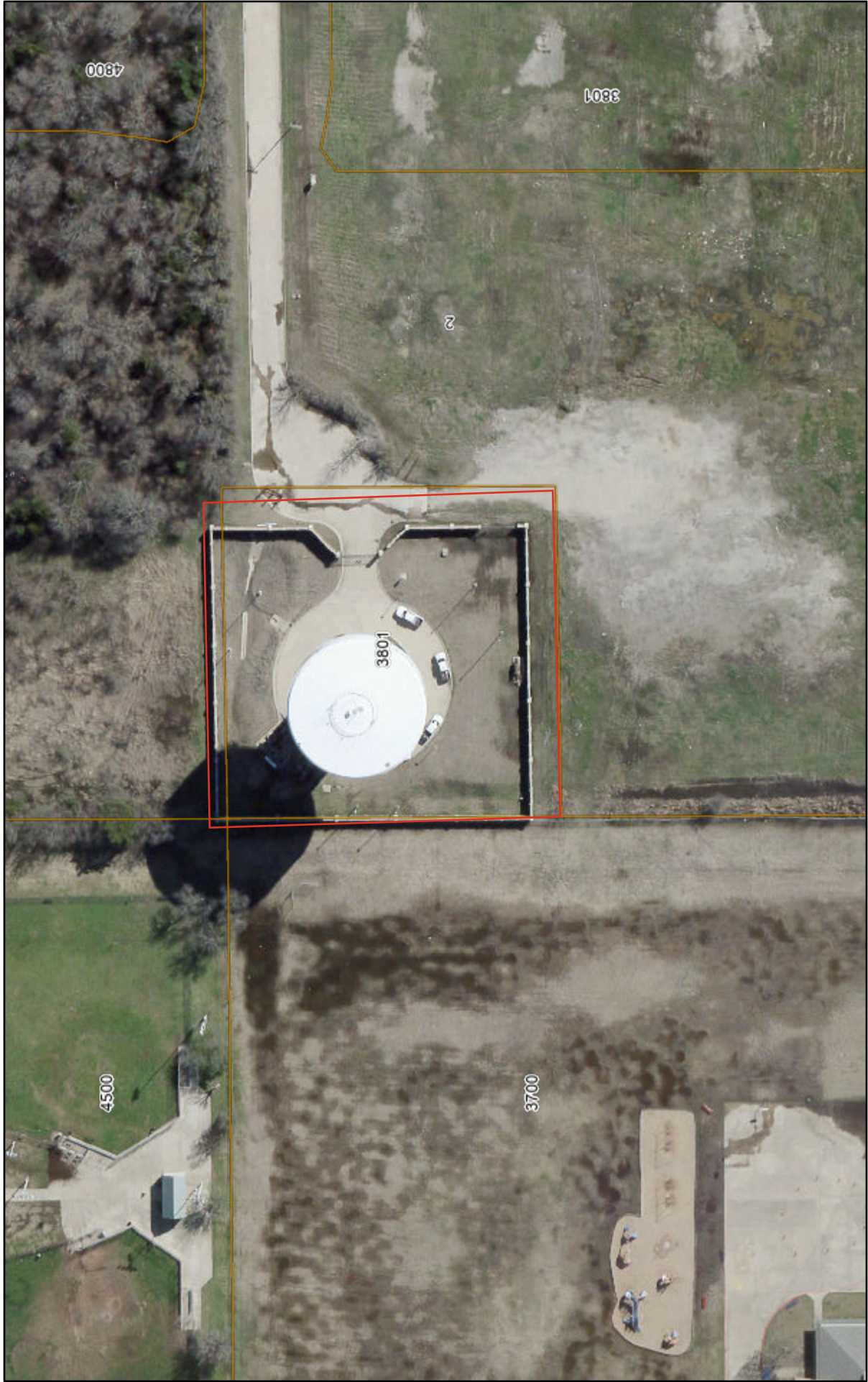
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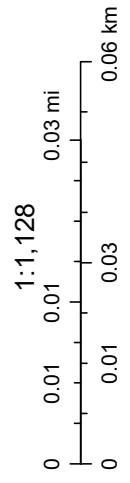
August 19, 2025



3901 South PGBT



August 19, 2025



10217 Liberty Grove Rd

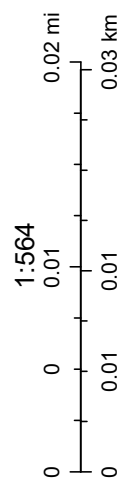


August 19, 2025

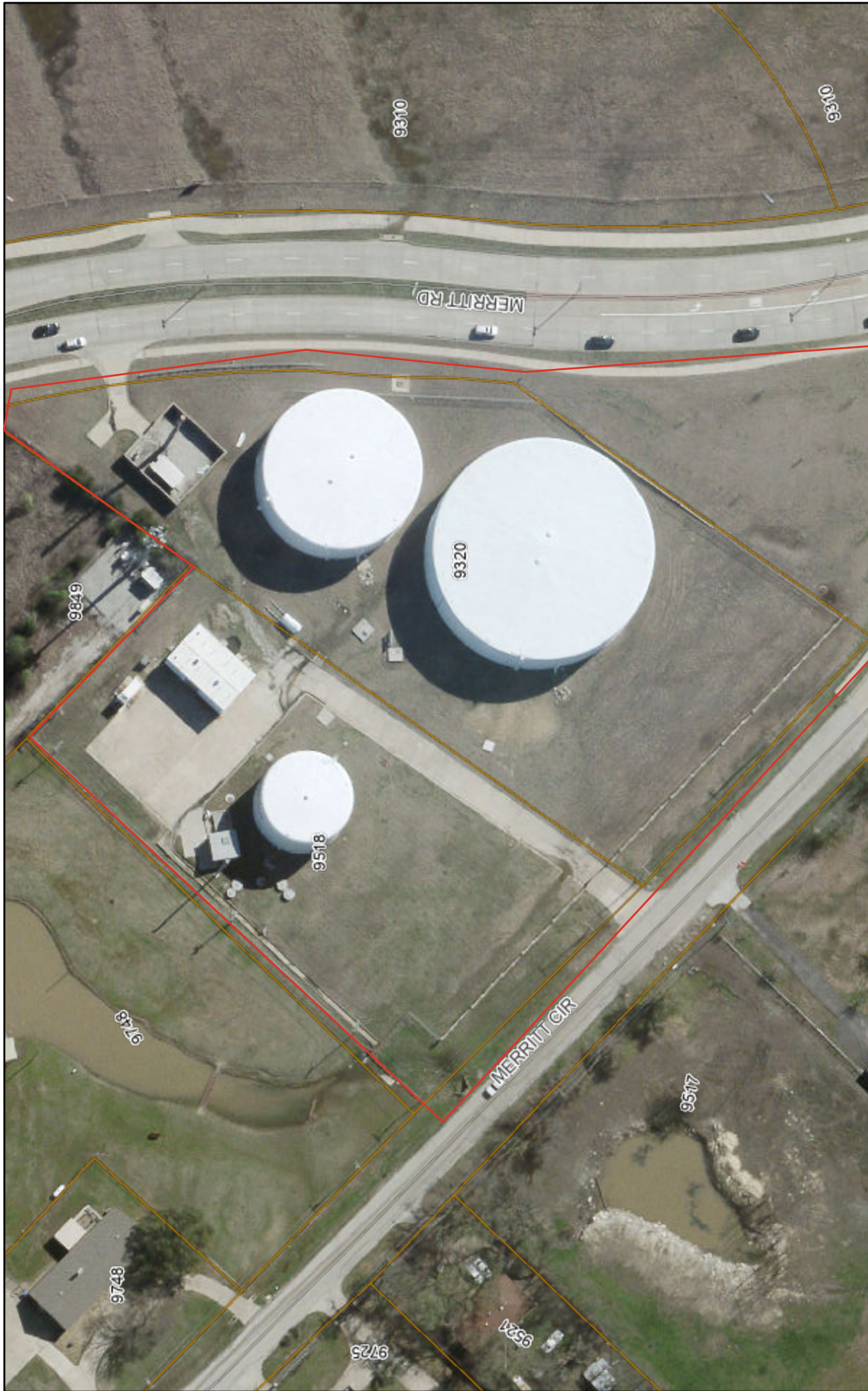
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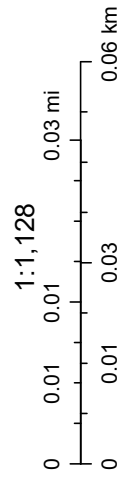
August 19, 2025



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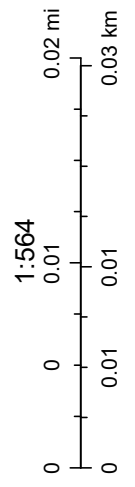
August 19, 2025



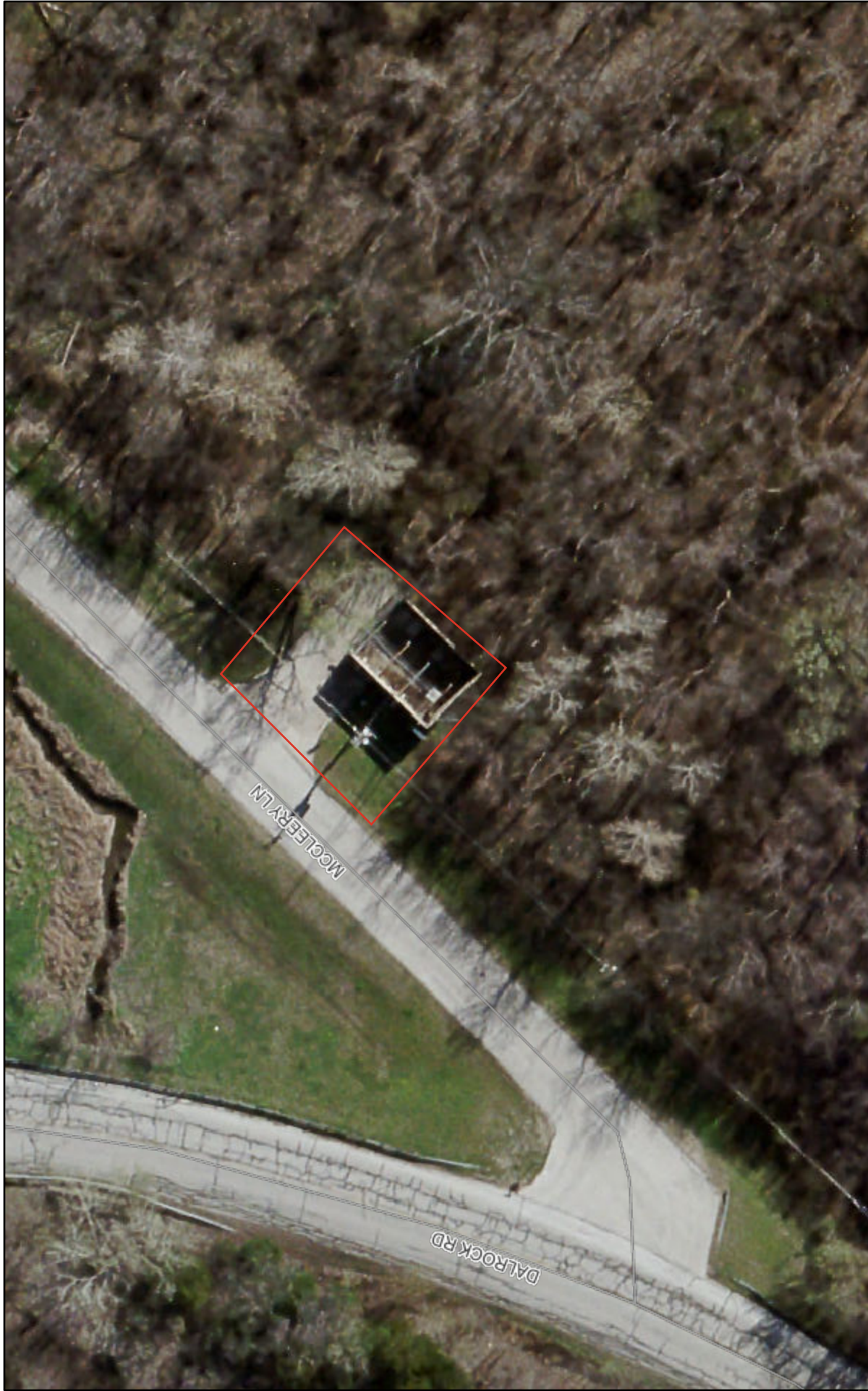
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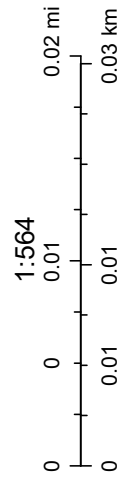
August 19, 2025



8500 McCleery



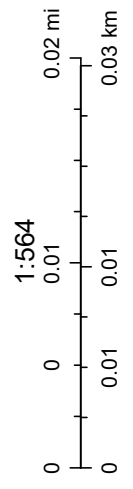
August 19, 2025



10330 Liberty Grove



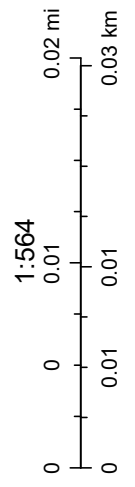
August 19, 2025



3700 Rowlett



August 21, 2025



7716 Rowlett Rd



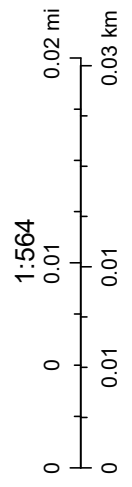
August 19, 2025

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0 0.01 0.01 0.06 km

2417 Scarlett Oak



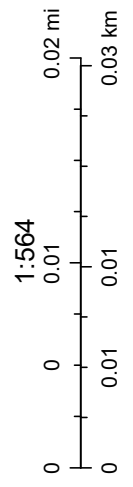
August 21, 2025



2400 Kirby

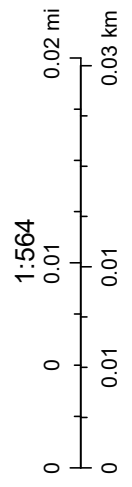


August 19, 2025





August 21, 2025



Section B

Attachment 1 Staffing Worksheet

VENDOR INFORMATION

Number of employees: Full time 182
Number of employees: Part time: 0
Length of time in business: 31 years

Physical location of business (full address, including city, state & zip code):

9076 Forest lane Dallas TX 75243

VENDOR CONTACTS

The successful vendor must provide, to a designated City representative, a valid telephone number and name of a designated company representative. The telephone number must be answered on workdays, Monday-Friday, 7:00 AM to 5:30 PM. An alternate or emergency telephone number must also be provided to the City representative. Failure to provide this information may be considered reason to terminate the contract.

Company Representative: Dave Myers

Company Telephone Number (including are code): 972-352-3402

Emergency Telephone Number (including are code): 214-233-6697

SUBCONTRACTOR INFORMATION

Proposer must provide the following information for any portion of work under this contract being subcontracted. All subcontractors will be approved by the City prior to commencement of work.

Name: N/A

Type of Work: _____

Amount: _____

Portion of work by proposer: _____ %

Portion of work by sub-contractor: _____ %

Attachment 2 - References Worksheet

Please provide at least five (5) verifiable references for same or similar services as the City has specified in the solicitation, in the spaces provided below.

Company Name: The City of Denton
 Contact Name: Marshall McGee - Park Manager
 Address: 601 E Hickory St, Denton, TX 76205
 Email Address: Marshall.McGee@cityofdenton.com
 Phone: 940-349-8430
 Contract Date: 2022 - 2027
 Description of Services: Mowing and landscape maintenance, medians, ROW, parks facilities and COP

Company Name: The City of Sanger
 Contact Name: Ryan Nolting - Parks & Rec Superintendent
 Address: 311 N 3rd St, Sanger, TX 76266
 Email Address: Rnolting@sangertexas.org
 Phone: 940-458-2718
 Contract Date: 2022 to 2027
 Description of Services: Mowing and landscape maintenance, medians, ROW, parks facilities and COP

Company Name: Town of Hickory Creek
 Contact Name: Jeffrey McSpedden
 Address: 1075 Ronald Reagan Avenue Hickory Creek, TX 75065
 Email Address: Jeffrey.McSpedden@hickorycreek-tx.gov
 Phone: 469-576-5094
 Contract Date: 2024-2028
 Description of Services: Mowing and landscape maintenance, medians, ROW, parks facilities and COP

Company Name: CITY OF CORINTH
 Contact Name: Tanner Gregg
 Address: Corinth City Hall 3300 Corinth Parkway Corinth, TX 76208
 Email Address: Tanner.Gregg@cityofcorinth.com
 Phone: 214-592-3849
 Contract Date: 2024-2028
 Description of Services: Mowing and landscape maintenance, medians, ROW, parks facilities and COP

Company Name: Denton County Transportation Authority
 Contact Name: Jennifer Kiesel
 Address: P.O. Box 96, Lewisville, Texas 75067
 Email Address: jkiesel@dcta.net
 Phone: 940.218.1631
 Contract Date: 2025
 Description of Services: Mowing maintenance at DCTA stations



Section D Experience

Watts Ellison LLC. DBA
D&D Commercial
Landscape Management
PO Box 741236 Dallas
TX 75243
214-233-6697

DAVE MYERS

PHONE:
972-352-3402

WEBSITE:
ddmowing.com

EMAIL:
dave@ddmowing.com

City of Rowlett Texas
CSP No. 2025-162-A
Mowing Services: Section III - Rights of
Ways and Alleys; Section IV - Park
Land; and Section V – Utility Stations

D & D has been in business for 31 Years, serving municipalities for over the past 15 of those years. Several of our current municipal contracts we've had for the past 5 years include:

The City of Denton, 250 acres on a 7 & 14 day cycle and 450 acres on a 30 day cycle estimated annual value > \$600,000.

The City of Sanger, 99 acres on a 7 & 14 day cycle estimated annual value < \$165,000.

The City of Lake Dallas, 5 acres on a 14 day cycle, estimated annual value > \$25,000.

The Town of Trophy Club MUD, 14 locations, 14 day cycle, estimated annual value < \$25,000.

The City of Corinth, 110 acres 7 & 14 day cycles, estimated annual value > \$260,000.

The Town of Hickory Creek, 60 acres on a 7 day cycle, estimated annual value < \$90,000.

The City of Rowlett, 271 acres on a 7 & 14 day cycle, estimated annual value at > \$300,000

Each maintenance contract is a mixture of Medians, ROW's, Parks and facilities.

Sincerely,

David Myers
Dave Myers

DD Commercial Landscape Management

Section III – Rights of Ways and Alleys

4	Tractors
1	Batwing Mowers 15 foot
2	Mowers 8 foot
2	Riding Mower
4	Commercial Mowers
6	Line Trimmers
4	Blowers
4	Metal Blade Edger's or Curb Dresser

All tractors shall be equipped with an amber Target-Tac Strobe Light (No. 512-551-A) or equal and a Slow Moving Vehicle Sign. All riding mowers shall be equipped with Slow Moving Vehicle Sign. Vendor and Vendor's employees shall wear orange safety vests while working on public Rights of Ways. TXDOT approved signs will be set up according to TXDOT and City Standards. All mowers shall carry empty trash bags for litter control as required in mowing paths. Mower decks shall be level for even cut.

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Section IV – Park Land

3	Tractors
1	Batwing Mowers 15 foot
2	Mowers 8 foot
1	72" Out Front Riding Mowers
2	Commercial Mowers
3	Line Trimmers
2	Edger or Curb Dresser
2	Blowers

All tractors shall be equipped with an amber Target-Tac Strobe Light (No. 512-551-A) or equal and a Slow Moving Vehicle Sign. All riding mowers shall be equipped with Slow Moving Vehicle Sign. All mowers shall carry empty trash bags for litter control as required in mowing paths. Mower decks shall be level for even cut.

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Section V – Utility Stations

- 1 Riding Mower, Zero Turn
- 1 Blower
- 1 Line Trimmer
- 1 Metal Blade Edger's or Curb Dresser

All tractors shall be equipped with an amber Target-Tac Strobe Light (No. 512-551-A) or equal and a Slow Moving Vehicle Sign. All riding mowers shall be equipped with Slow Moving Vehicle Sign. Vendor and Vendor's employees shall wear orange safety vests while working on public Rights of Ways. TXDOT approved signs will be set up according to TXDOT and City Standards. All mowers shall carry empty trash bags for litter control as required in mowing paths. Mower decks shall be level for even cut.

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Section III: Rights-of-Ways and Alleys

Item #	Description of Service Areas	Size	Unit of Measure	Detail	Non-Detail	Irrigated	Non-Irrigated	Weekly Service	Bi-Weekly Service	Other Service Schedule	# Cycles	Cost Per Cycle	Total Annual Cost
1	Spinnaker Cove Green Belt - 8217 Spinnaker Cove	163,974	Sq Ft		X		X		X		15	\$ 289.37	\$ 4,340.50
2	Barton Creek Alley (Barton Creek & Scenic Dr) - 7002 Barton	8,675	Sq Ft		X		X		X		15	\$ 30.00	\$ 450.00
3	(Oak Hollow & Pheasant Run) - 9125 Pheasant Run - 9102 Oak Hollow	27,708	Sq Ft		X		X		X		15	\$ 50.00	\$ 750.00
4	Pheasant Run Alley - 9125 Pheasant Run - 7610 Dalrock	3,322	Sq Ft		X		X		X		15	\$ 30.00	\$ 450.00
5	Dalrock Rd from Liberty Grove to Princeton - 9900/7610 Dalrock	3.35	Acre		X		X		X		15	\$ 375.00	\$ 5,625.00
6	Chiesa from Liberty Grove to Lakeview Pkwy (Hwy 66) 5600-8400 Chiesa	3.90	Acre		X		X		X		15	\$ 299.84	\$ 4,497.66
7	Lakeshore Drainage ROW - 6100 Lakeshore	1,412	Sq Ft		X		X		X		15	\$ 10.00	\$ 150.00
8	Point Royale dead end ROW - 509 Point Royal	366	Sq Ft		X		X		X		15	\$ 10.00	\$ 150.00
9	Silverthorn Alley - 8700 Brook Hollow	3,774	Sq Ft		X		X		X		15	\$ 30.00	\$ 450.00
10	Maui Drainage - 7714 Maui	4,931	Sq Ft		X		X		X		15	\$ 30.00	\$ 450.00
11	Oak Hollow Alley - 9102 Oak Hollow	7,186	Sq Ft		X		X		X		15	\$ 30.00	\$ 450.00
12	Yeager from Elm Grove to Waterview - 3600 Elm to Waterview	15,279	Sq Ft		X		X		X		15	\$ 30.00	\$ 450.00
13	Princeton Rd. to Liberty Grove to dead end 7100-8600 Princeton/8800-9500 Old Princeton (Private Drive)	0.86	Acre	X		X			X		15	\$ 66.12	\$ 991.79
14	Elm Grove from Liberty Grove to Vinson - 4000 Elm Grove	1.94	Acre				X		X		15	\$ 149.15	\$ 2,237.30
15	Vinson from Elm Grove to Stonewall - 3200 Stonewall	0.83	Acre				X		X		15	\$ 70.00	\$ 1,050.00
16	Stonewall from Vinson to City limits sign - 3200 Stonewall	17,342	Sq Ft				X		X		15	\$ 30.00	\$ 450.00
17	7800 Lakeview/5900 Canterbury NW corner - drainage swell by railing	1,052	Sq Ft				X		X		15	\$ 30.00	\$ 450.00
18	190 Tollway ROW	10.34	Acre	X			X		X		15	\$ 1,300.00	\$ 19,500.00
19	Liberty Grove/George Bush to Princeton	3.61	Acre				X		X		15	\$ 300.00	\$ 4,500.00
20	University drainage north of Halifax - 3600 University - 4200 Halifax	4,238	Sq Ft				X		X		15	\$ 30.00	\$ 450.00
21	Dexham Rd from Lakeview Pkwy - 5400 Dexham (Hwy 66) to Miller Rd	3.07	Acre				X		X		15	\$ 236.03	\$ 3,540.47
22	Main St from Kirby to lake - Main St. 4700 to lake - to 4600 Centennial ROW	0.65	Acre	X			X		X		15	\$ 50.00	\$ 750.00
23	David Alley (David & Smartt) - David 3000/Smartt 4000	0.17	Acre				X		X		15	\$ 50.00	\$ 750.00
24	Miller Rd from Skyline to bridge - Skyline to 3600 - to Miller Bridge, Kirby to bridge	66,120	Sq Ft	X		X			X		15	\$ 116.70	\$ 1,750.52
25	Chaha Road - 4100 Traci Road	1.07	Acre		X		X		X		15	\$ 90.00	\$ 1,350.00
26	Century Drive by Bridge - 2909 Century	0.88	Acre		X		X		X		15	\$ 67.66	\$ 1,014.86
27	Lot next to Firestation 1 - 3900-4000 Miller - back to tree Line rough cut (see Jen)	37,029	Sq Ft	X			X		X		15	\$ 65.00	\$ 975.00
28	Martin Lot 66 - 6000 Lakeview & 5200 Martin SE corner lot	21,993	Sq Ft	X			X		X		15	\$ 10.00	\$ 150.00
29	PG&T frontage South of Miller Rd.	1.25	Acre		X		X		X		15	\$ 96.10	\$ 1,441.56
30	Shipp Road at Lake - 6800 Shipp Road & Lakeview	0.44	Acre		X		X		X		15	\$ 30.00	\$ 450.00
31	Denver & Davis Green Belt - 9100 Shipman to Cullins Elementary	2.90	Acre		X		X		X		15	\$ 222.96	\$ 3,344.42
32	Woodside Green Belt - 8200 Highgate to 5100 Dalrock	3.61	Acre		X		X		X		15	\$ 270.00	\$ 4,050.00
33	Chiesa from Lakeview Pkwy - 5500 Chiesa - 1900 Chiesa	8.08	Acre		X		X		X		15	\$ 625.00	\$ 9,375.00
34	Bermuda Green Belt from Schrade to Miller Road - 8700 Miller - 7900 Tidewater to 4300 Delta to 4000 Channel to 7600 Bayview	9.26	Acre	X			X		X		15	\$ 711.94	\$ 10,679.07
35	Navigation Green Belt from Miller to Dalrock & east of Dalrock right of way - 8200 Navigation/8200 Miller	4.57	Acre	X			X		X		15	\$ 351.36	\$ 5,270.34
36	Fuqua Drainage Channel - from 2214 to pump station	10869.00	Sq Ft		X		X		X		15	\$ 20.00	\$ 300.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 15660 N. Dallas Parkway, Suite 700 Dallas TX 75248	CONTACT NAME: Chris Elam PHONE (A/C, No, Ext): 214-739-9552 FAX (A/C, No): E-MAIL ADDRESS: CElam@higginbotham.net
INSURED Watts Ellison LLC DbA D&d Commercial Landscape 9076 Forest Lane Dallas TX 75243	INSURER(S) AFFORDING COVERAGE INSURER A: FCCI Insurance Company INSURER B: Texas Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
License#: 2081754 WATTELL-01	NAIC # 10178 22945

COVERAGES**CERTIFICATE NUMBER:** 2138628347**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		CPP10009892100	2/8/2025	2/8/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		CA10009892000	2/8/2025	2/8/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		UMB10009892200	2/8/2025	2/8/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A	0002123257	2/8/2025	2/8/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prop @ Loc 9076 Forest Lane Business Personal Propert		CPP10009892100	2/8/2025	2/8/2026	Limit: 34,740

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

- The General Liability and Automobile Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.
- The General Liability, Automobile liability, and Workers Compensation policy includes include a blanket automatic waiver of subrogation endorsement that provides this feature to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.
- The General Liability and Automobile Liability policy has a blanket Primary & Non-Contributory endorsement that applies to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.
- 30 Day Notice of Cancellation is provided per General Liability and Automobile Liability policy conditions*

CERTIFICATE HOLDER**CANCELLATION**

City of Rowlett
4004 Main St
Rowlett TX 75088

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Rowlett, Texas
CSP No. 2025-162-A
Mowing Services: Section III - Rights of
Ways and Alleys; Section IV - Park
Land; and Section V – Utility Stations

**Statement of no Exceptions:
Section G**

Watts Ellison LLC. DBA
D&D Commercial
Landscape Management
PO Box 741236 Dallas
TX 75243
214-233-6697

DAVE MYERS

PHONE:
972-352-3402

WEBSITE:
ddmowing.com

EMAIL:
dave@ddmowing.com

Statement of no Exceptions: Section G

D & D will take **no** exceptions with bid CSP No.
2025-162-A
Mowing Services: Section III - Rights of Ways and Alleys;
Section IV - Park Land; and Section V – Utility Stations,

Sincerely,

David Myers

A handwritten signature in blue ink that reads "David Myers".

DD Commercial Landscape Management

CSP 2025-162-A
MOWING SERVICES: SECTION III – RIGHTS OF WAYS AND ALLEYS; SECTION IV – PARK LAND; AND
SECTION V – UTILITY STATIONS
PROPOSAL CERTIFICATION FORM

By submitting a proposal, the Consultant certifies that the Standard Terms and Conditions for Procurements, the CSP requirements, and all issued Addendums have been read and are fully understood, and it's the Consultant's intent to enter into negotiations for a contract for Strategic Planning Services. Consultant agrees to abide by the terms and statutory requirements governing the solicitation process.

All addenda shall be issued in written form by the Purchasing Office. The City is not bound by any oral representations, clarifications, or changes made in connection to the CSP by the City's employees, agents or consultants unless in the form of a properly issued Addendum.

The failure of the Consultant to contact the Owner to determine the issuance of any Addenda, or to acknowledge receipt of any and all of the Addenda issued in connection with this project, shall entitle the City, at its sole discretion, to (i) reject the proposal of the Consultant as being non-responsive, or (ii) to accept the proposal of the Consultant, in which event the Consultant agrees to be bound by all of the terms and conditions of each unacknowledged Addendum.

A. FIRM INFORMATION

Legal Name of Vendor: Watts Ellison, LLC DBA D&D Commercial Landscape Management

Tax ID Number: 26-2959832 Telephone No: 214-233-6697

State of Formation: Texas Year of Formation: 1994

Address: PO Box 741236 Dallas, TX, 75374

Contact Name and Title: Dave Myers - Director

Contact Phone No: 972-352-3402

Contact Email Address: dave@ddmowing.com

B. CERTIFICATION

I certify that I have the legal authority to bind the Consultant listed above, and I further certify that there are no objections to any of the terms and conditions listed in this CSP document, except as noted in Article IX. Submittals, Section G. Additional Information, Item 2. (if applicable).

Signature of Authorized Representative: David Myers

Printed Name and Title of Authorized Representative: David Myers

Date of Certification: 8/26/25

CITY OF ROWLETT
CONTRACT FOR SERVICES
CONTRACT NO. 2025-162-A
MOWING SERVICES: SECTION IV – PARK LAND

This Contract ("Contract") is made by and between the City of Rowlett, Texas ("City"), a municipal corporation and Good Earth Corporation ("Contractor") acting by and through their authorized representatives. City and Contractor may each be referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, City agrees to retain the Contractor, to provide services relative to Mowing and Related Services for Section IV - Park Land (hereinafter referred to as "Services"), in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference, and this Contract;

WHEREAS, the Contractor agrees to render all labor, supervision, materials and equipment necessary for Services to the City in accordance with the terms and conditions set forth in this Contract;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. **CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE.** The Contract Documents shall consist of the following documents:
 - a. This Contract; and
 - b. Exhibit A CSP No. 2025-162-A
 - c. Exhibit B Contractor's Proposal

These Documents are incorporated by reference into this Contract as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above.

2. **EMPLOYMENT OF THE CONTRACTOR.** The City agrees to retain the Contractor, and the Contractor agrees to provide Services in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference.
3. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the City in writing.
4. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the City. Time is of the essence for this Contract and work is to commence immediately.
5. **CONTRACT PERIOD.** The contract period is from the date of contract execution by both parties

through September 30, 2026 ("Initial Term"). All pricing is to remain firm during the initial term of the contract period. The contract is renewable for up to four (4) additional one-year terms beginning on October 1st of each year if written notice of the intent to renew is provided to either party not less than sixty (60) days prior to the termination date.

6. **COMPENSATION.** The contractor's total compensation for Services to be performed and expenses to be incurred is specified in Exhibit B.
7. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after receipt of the invoice for the previous month's service or as set forth in Exhibit B.
8. **INVOICING.** Invoices should be prepared and submitted to the City for payment in accordance with Exhibit A. Invoices should be mailed to City of Rowlett, Public Works Department, P.O. Box 99, Rowlett, Texas 75030-0099, or emailed to thejny@rowlett.com.
9. **RIGHTS OF WITHHOLDING.** The City may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the City. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.
10. **INFORMATION PROVIDED BY THE CITY.** Although every effort has been or will be made to furnish accurate information, the City does not guarantee the accuracy of information it furnishes to Contractor.
11. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit A for the benefit of City. Failure to maintain the required insurance may result in immediate termination of the Contract.
12. **INDEMNIFICATION.** As specified in Exhibit A.
13. **TRANSFER OF INTEREST.** Neither City nor Contractor may assign or transfer its interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on City, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any City officer, employee, or agent.
14. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the City may deem necessary, the Contractor shall make available to the City for examination all of its records with respect to all matters covered by the Contract and will permit the City to audit, examine, and make copies, excerpts, or transcripts from such records. The City may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.
15. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any

employee or applicant for employment because of age, race, color, religion, sex, national origin, disability, or any other protected characteristic. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability, or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants' employment and employees as the law may require.

16. **TERMINATION OF CONTRACT.** City may terminate this Contract upon sixty (60) days' written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the City shall notify Contractor and Contractor shall be given two (2) days to cure such breach or failure to comply. Should Contractor fail to cure to the satisfaction of the City, City may terminate this Contract immediately upon providing written notice of termination.

Furthermore, the City retains the right to terminate this Contract at the expiration of each City budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, Contractor consents to City's selection of another Contractor to assist the City in any way in completing the Services. The contractor further agrees to cooperate and provide any information requested by City in connection with the completion of the Services.

Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the City of any remedies against Contractor that may be available under applicable law.

17. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to City that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

18. **CITY APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the City's written approval of all fees or other charges for the additional work before such work begins.
19. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by Contractor or by any subcontractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the City's prior written consent.
20. **DAMAGE.** In all instances where City property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the City by 8 a.m. of the following City business day after the incident. If damage may result in further damage to the City or loss of City property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to City property or equipment caused by the Contractor's officers, employees, or agents.
21. **CITY OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, City has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the City has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
22. **COMPLIANCE WITH LAWS.** The contractor warrants and covenants to the City that all Services will be performed in compliance with all applicable federal, state, county and City laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to ensure that safety regulations prescribed by OSHA and the City's representative are followed.
23. **"ANTI-ISRAEL BOYCOTT" PROVISION.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Contract on behalf of the company verifies by its signature to this Contract that the company does not boycott Israel and will not boycott Israel during the term of this Contract.
24. **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under § 2252.153, Texas Government

Code, as a company known to have contracts with or provide supplies or services to a "foreign terrorist organization" as defined in § 2252.151 of the Texas Government Code.

25. **FIREARM ENTITIES.** If § 2274.002 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) it will not discriminate during the term of the Contract against a firearm entity or firearm trade association. As used herein, "firearm entity," "firearm trade association," and "discriminate against a firearm entity or firearm trade association" shall have the meaning given such terms in Section 2274.001, Texas Government Code.
26. **ENERGY COMPANIES.** Pursuant to Chapter 809, Texas Government Code, Contractor hereby represents that the Contractor is not currently engaged in and agrees for the duration of this Contract not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.
27. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.
28. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Contract, and such disagreement cannot be resolved by the City and the Contractor, the City and Contractor agree to submit such disagreement to non-binding mediation prior to filing of a lawsuit in any federal, state, or local court.
29. **ENTIRE CONTRACT.** This instrument together with Exhibit A attached hereto contains the entire Contract between the City and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.
30. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the City shall be sent to the address of the City as follow, unless and until the Contractor is otherwise notified:

City of Rowlett
Attn: David Hall, City Manager
P.O. Box 99
Rowlett, Texas 75030-0099
dhall@rowlett.com

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the City is otherwise notified:

Good Earth Corporation
Attn: Kevin Points, VP, COO
PO Box 741236
Dallas, Texas 75374
wrapp@goodearth.com

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand delivered.

31. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.
32. **GOVERNING LAW.** The validity of this Contract and any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law without regard to choice of law rules. Venue for this Contract shall be located in Dallas County, Texas.
33. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
34. **EFFECTIVE DATE.** This Contract shall be effective once it is signed by the City and Contractor.

CITY OF ROWLETT

By: _____

David Hall
City Manager

Date: _____

GOOD EARTH CORPORATION

By:  _____

Kevin Points
VP, COO

Date: 10-22-25 _____

EXHIBIT A
CSP NO. 2025-162-A



City of Rowlett Purchasing Office
Addendum No. 1
Issued August 21, 2025

CSP No: 2025-162-A
CSP Title: Mowing Services: Section III – Rights of Ways and Alleys; Section IV – Park Land; and Section V – Utility Stations
Proposals Due: 8/28/2025 @ 2:00 P.M.

Addendum #1 is issued by the City of Rowlett Purchasing Office. Please see the following for changes/additions/deletions or questions regarding the CSP:

Additions

1. Utility Stations Maps: Attached to this Addendum.

Changes

1. Fee Schedule, Section V: Remove line items 22 and 23. Revised Fee Schedule has been uploaded into the eProcurement system.

Questions

Below is a list of questions received with corresponding answers.

- Q1. Does the city have any maps for these locations showing boundary lines of where we start and stop maintenance?

A1. *This Addendum includes maps for Section V. – Utility Stations. The GIS Interactive Parks Mowing Map is available online at the following link:*
<https://rowlett.maps.arcgis.com/apps/webappviewer/index.html?id=6d9a9b92b76d487fb7e2eddc435ffe7b>

- Q2. Is there a prior bid tab on this?

A2. *The bid tabulation can be requested by submitting an Open Records Request online at the following link: <https://rowlett.justfoia.com/publicportal/home/newrequest>*

- Q3. Can I submit a proposal on only two of the sections if I chose?

A3. *You can submit a proposal for one, two, or all 3 sections. However, you must submit for all items in that section(s).*

- Q4. Will it possible to get the acreage of each section broken down?

A4. The Fee Schedule reflects the square footage or acreage for each service location.

For vendors who have already submitted a response and feel this addendum may change their response, you may pick-up your submission and return it prior to August 28, 2025, by 2:00 P.M. If picking up the submission is not feasible, any new response submitted by your firm will supersede one previously submitted.

If you have not previously submitted a response, please acknowledge receipt of this addendum in the appropriate space of the Bid Certification Form.

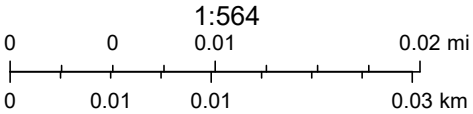
For questions regarding this addendum contact:

January M. Calhoun, CPPO, CPPB
Purchasing Manager
(972) 412-6189
jcalhoun@rowlett.com

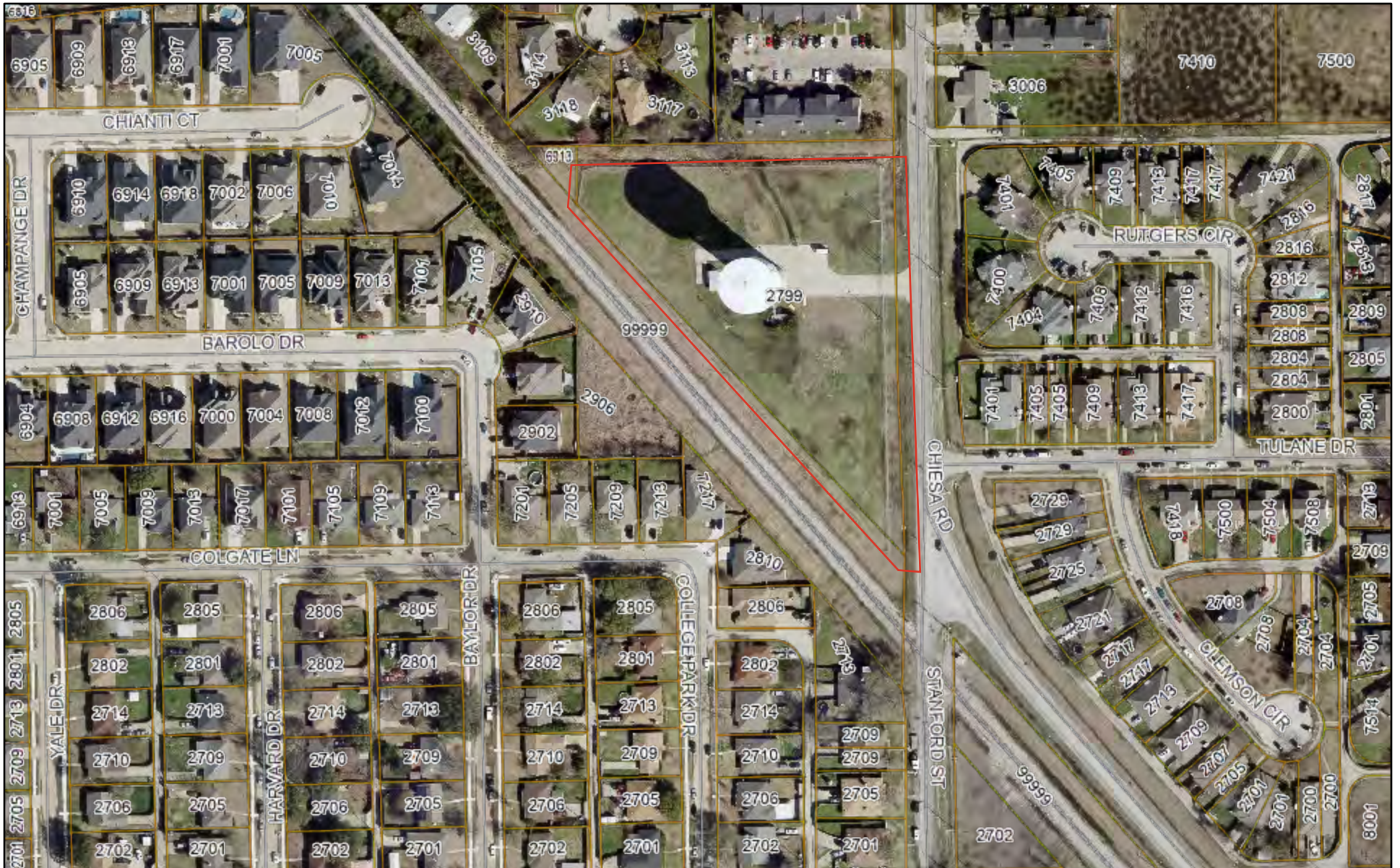
6900 La Costa



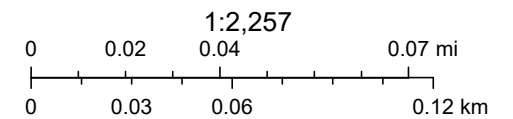
August 13, 2025



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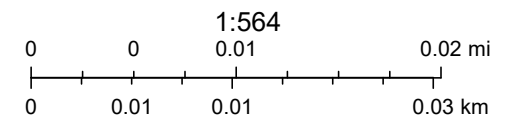
August 19, 2025



7813 Garner Rd



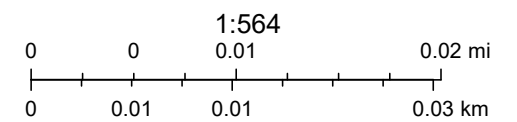
August 13, 2025



10800 Yeager



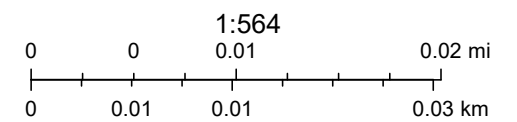
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10802 Yeager



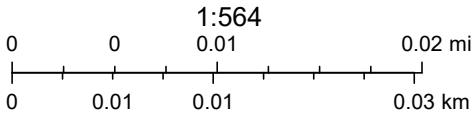
August 13, 2025



2014 Dalrock



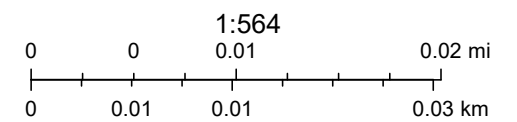
August 13, 2025



6828 HWY 66



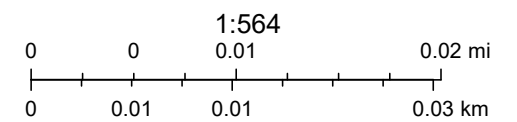
August 19, 2025



10429 Liberty Grove



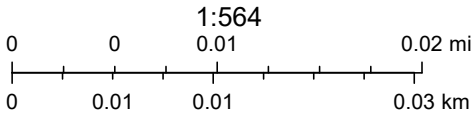
August 19, 2025



5401 Eula Dr



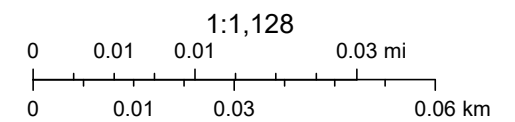
August 19, 2025



3901 South PGBT



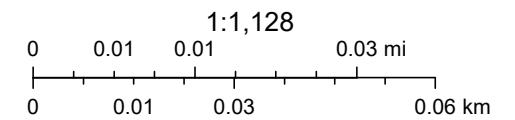
August 19, 2025



10217 Liberty Grove Rd



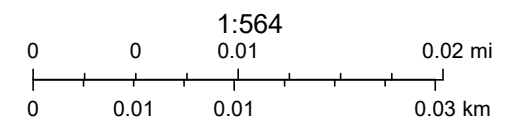
August 19, 2025



3100 Main St



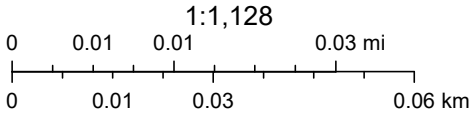
August 19, 2025



9606 Merritt Rd



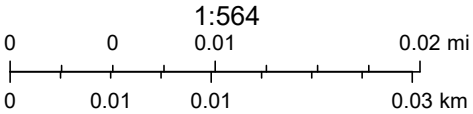
August 19, 2025



5402 Miller Rd



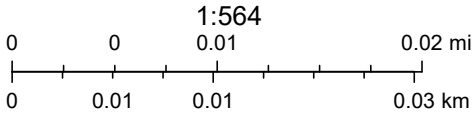
August 19, 2025



8500 McCleery



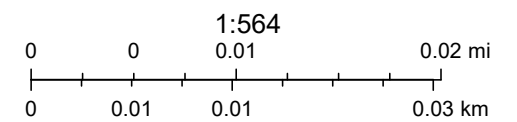
August 19, 2025



10330 Liberty Grove



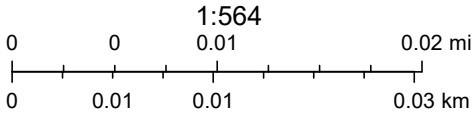
August 19, 2025



3700 Rowlett



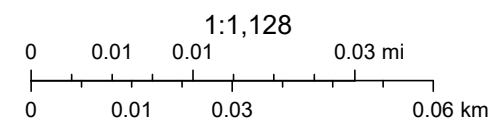
August 21, 2025



7716 Rowlett Rd



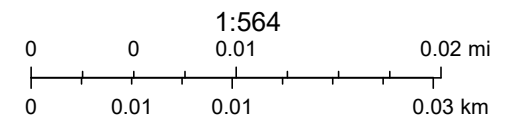
August 19, 2025



2417 Scarlett Oak



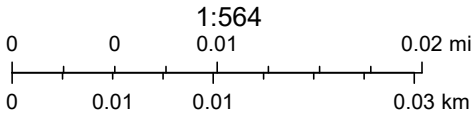
August 21, 2025



2400 Kirby



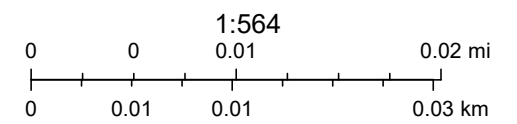
August 19, 2025



5701 HWY 66



August 21, 2025



City of Rowlett
CSP No. 2025-162-A
Mowing Services: Section III - Rights of Ways and Alleys;
Section IV - Park Land; and Section V – Utility Stations



Important Dates

Pre-Proposal Meeting:	08/19/2025 at 10:00 A.M.
Questions Deadline:	08/20/2025 at 12:00 P.M.
Proposals Due:	08/28/2025 at 2:00 P.M.



STANDARD TERMS AND CONDITIONS FOR PROCUREMENTS

Revised February 12, 2025

1. **APPLICABILITY:** These standard terms and conditions apply to all goods or services procured by the City of Rowlett, Texas ("City"), unless otherwise stated in the specifications. The instructions contained herein shall be incorporated into the request for bids/proposals or other procurement opportunity advertisement as well as any subsequent purchase order(s) issued for goods or services and shall be included as part of the specifications issued herewith.
2. **NOTIFICATION:** The City advertises formal procurement opportunities through www.rowletttx.gov, bidnet direct by SOVRA, and *The Dallas Morning News*. The City shall not be responsible for information distributed by sources other than those listed.
3. **ADDENDA:** Any revisions to the information contained herein or in the request for bids/proposals will be issued in the form of one or more addenda. The sole issuing authority shall be vested in the City of Rowlett Purchasing Office. If addenda containing material changes to the specifications or pricing form are issued, the vendor shall acknowledge receipt of such addenda in the designated section in the Bid/Proposal document. It is the responsibility of the bidder/proposer to obtain and acknowledge any and all addenda. Failure to acknowledge receipt of any addenda may be cause to deem such submission non-responsive.
4. **SILENCE OF SPECIFICATION:** The apparent silence of the provided specifications as to any detail or the apparent omission from these specifications of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made on the basis of this statement.
5. **MINOR DEFECT:** The City reserves the right to waive any minor defect, irregularity, or informality in any bid/proposal. Minor defects, irregularities or informalities will not affect the end product/performance intended by the specifications. The City also reserves the right to reject any or all bids/proposals with or without cause prior to award.
6. **ELECTRONIC SUBMISSIONS:** The City utilizes bidnet direct by SOVRA to advertise and receive bids and proposals electronically over the Internet. Electronic submissions through bidnet direct by SOVRA shall be electronically signed and dated by a duly designated representative or agent of the company submitting the bid/proposal and submitted prior to the stated deadline date and time. Vendors should clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.
7. **PAPER SUBMISSIONS:** Paper submissions shall be submitted on the forms provided by the City and must be signed and dated by a duly designated representative or agent of the company submitting the bid/proposal. Vendors shall clearly and concisely provide all requested information as stated in the bid/proposal document. Failure to provide the requested information may be reason to deem such submission non-responsive.
8. **PRESENTATION OF BIDS/PROPOSALS:** Paper submissions shall be presented to City Action Center, 4000 Main Street, Rowlett, Texas 75088, prior to the stated deadline date and time. Paper submissions shall be presented in a sealed envelope with vendor's name and the bid/proposal number clearly identified on the outside of the envelope.

9. **LATE SUBMISSIONS:** The date/time stamp located in the City Action Center serves as the official time clock. Submissions received after the stated deadline date and time shall be refused and returned unopened. The City is not responsible for issues encountered with methods of delivery.
10. **PRICING:** Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure of a unit price or extended price made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.

Prices offered cannot be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting an error in bid price after bid opening.
11. **PROPRIETARY INFORMATION:** All material submitted to the City is subject to public disclosure upon receipt, pursuant to the Texas Open Records Act. If vendor does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at the time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary upon public request.
12. **TAXES:** The City is exempt from paying federal excise and transportation taxes and Texas State or local sales and use taxes. Tax shall not be included in prices offered. A Tax Exempt Form will be provided by the City upon request. A request for a Tax Exempt Form can be submitted in writing to purchasing@rowlett.com or by contacting the Purchasing Office at 972.412.6189.
13. **WITHDRAWAL OF OFFER:** Vendor agrees that an offer may not be withdrawn or cancelled for a period of ninety (90) days following the date and time designated for the receipt of the bid/proposal without written approval of the Purchasing Manager.
14. **F.O.B./DAMAGE:** Prices offered shall be F.O.B. Final Destination, Rowlett, Texas, and shall be all inclusive of shipping, handling and packaging costs. The City accepts and assumes no liability for goods delivered in damaged or unacceptable condition. The successful vendor shall be responsible for handling all claims with carriers, and in case of damaged or unacceptable goods, shall ship replacement goods immediately upon notification by the City.
15. **PREPARATION COST:** All costs associated with the preparation of an offer, bid, or proposal shall be borne by the vendor. The City will not be liable for any costs associated with the preparation, transmittal, or presentation of submissions, or with any materials submitted in response to the request for bid/proposal.
16. **TESTING:** At the City's discretion, testing may be required prior to award of the bid/proposal or prior to delivery of goods or services. Testing shall be performed without expense to the City.
17. **SAMPLES:** At the City's discretion, samples may be required prior to award of the bid/proposal or prior to delivery of goods or services. Samples shall be provided at no cost to the City. Samples should not be enclosed with submission unless specifically requested.
18. **QUALITY:** Any catalog, brand names, or manufacturer's reference in the bid/proposal packet is merely descriptive and not restrictive and is intended to indicate the type and minimum quality level desired for comparison purposes, unless otherwise stated herein to the contrary. All products and/or optional equipment offered shall be new and of current manufacture. No items of a demonstrator, leased, reconditioned, rebuilt, repossessed or used nature shall be considered, unless otherwise specifically stated herein.

19. **BID/PROPOSAL OPENINGS:** All bids/proposals will be read aloud at the City's scheduled opening for the designated bid/proposal. However, the reading of an offer shall not be construed as a comment on the responsiveness of such offer, or as any indication that the City accepts such offer as responsive. Neither shall such reading be construed as a comment on the responsibility of the bidder/proposer.

The City will make a determination regarding the responsiveness of offers submitted based upon compliance with all applicable laws and the City's purchasing guidelines and project documents including, but not necessarily limited to, the bid/proposal specifications and contract documents. The City will notify the successful vendor upon award of the contract; and, according to State law all offers received will be available for inspection after award.

For processes other than low bid or best value bid, only the names of vendors will be read aloud at the scheduled opening. Pricing information will not be released until after award of the contract.

20. **SUMMARY SHEET:** Bid/Proposal summary results are typically published within two (2) business days after the scheduled opening. Interested parties desiring a copy of a bid/proposal summary sheet may request the same by submitting a written request to purchasing@rowlett.com. **RESULTS WILL NOT BE RELAYED OVER THE TELEPHONE.**

21. **GRATUITIES:** Gratuities in the form of entertainment, gifts, or otherwise offered or given by the vendor, or any agent or representative of the vendor, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract, are not permissible. In the event this contract is cancelled by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by vendor in providing such gratuities.

22. **ANTI-COLLUSION:** In submitting an offer, vendor certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.

23. **NO PROHIBITED INTEREST:** Vendor acknowledges awareness of the laws, City Charter, and City Code of Ethics regarding conflicts of interest. No officer, employee or agent of the City shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by Section 2-463 of the City's Code of Ordinances and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined therein.

24. **CONFLICT OF INTEREST:** In accordance with Chapter 176, Local Government Code, a person who is a vendor and has a business relationship, as those terms are defined by Section 176.001(1-a), with the City and meets requirements under Section 176.006(a) is required to file a Conflict of Interest Questionnaire with the City Secretary not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

A complete copy of Chapter 176 of the Local Government Code may be found at <https://statutes.capitol.texas.gov/Docs/LG/htm/LG.176.htm>.

25. **NON-RESIDENT BIDDERS:** Texas Government Code, Chapter 2252: Non-Resident Bidders. Texas law prohibits city and governmental units from awarding contracts to a non-resident bidder/proposer unless the

amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder/proposer on a bid/proposal for goods and services in the non-resident bidder's state.

26. **DELINQUENT TAXES:** Any person, firm, or corporation that is in arrears to the City for delinquent taxes or otherwise, will not be recommended for award of any bid/proposal until the arrearage has been cleared in writing. If a contractor or vendor becomes delinquent while a contract is in force, payment for goods or services provided to the City under said contract or purchase order may be withheld until the arrearage has been cleared in writing.
27. **MINIMUM STANDARDS FOR RESPONSIBILITY:** A prospective vendor must affirmatively demonstrate responsibility. The City of Rowlett may request representation and other information sufficient to determine vendor's ability to meet the minimum standards including but not limited to:
- A. Have adequate financial resources, or the ability to obtain such resources as required
 - B. Ability to comply with the required or proposed delivery schedule
 - C. Have a satisfactory record of performance
 - D. Have a satisfactory record of integrity and ethics
 - E. Be otherwise qualified and eligible to receive an award
28. **AWARD OF CONTRACT:** The City reserves the right to award single or multiple contracts for the goods or services as stated herein, or to reject any and all bids. Furthermore, the City reserves the right to take administration costs into consideration when awarding to multiple vendors.
- The City may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides goods or services at the best value to the City. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:
- A. The purchase price
 - B. The reputation of the vendor and of the vendor's goods or services
 - C. The quality of the vendor's goods or services
 - D. The extent to which the goods or services meet the City's needs
 - E. The vendor's past relationship with the City
 - F. The total long-term cost to the City to acquire the vendor's goods or services
 - G. Any relevant criteria specifically listed herein
29. **ACCEPTANCE:** Vendor agrees that acceptance of any or all items by the City within a reasonable period of time, not to exceed one hundred twenty (120) days following the date and time designated for the receipt of the bid/proposal, shall be binding upon vendor. Vendor shall thereafter execute all documents necessary to enter into a contract in a form acceptable to and properly executed by the City to provide such goods and services.
30. **CONTRACT PERIOD:** Unless otherwise stated in the specifications contained herein, the contract period for this bid/proposal will be for one (1) year upon City approval, with four (4) optional one-year renewal periods at the option of the City. All contract periods, including all renewal periods, will be subject to the City's availability of funds.
31. **FUNDING:** The City is a home-rule municipal corporation operated and funded on a fiscal year basis from October 1 to September 30. Accordingly, the City reserves the right to terminate at any time, without liability to the City, any contract for which funding is not available in a subsequent fiscal year.

32. ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract, in whole or in part, to any other person or party without the prior written consent of the City obtained through the City's Purchasing Office.
33. INTERLOCAL AGREEMENT: The successful vendor agrees to extend prices for goods and services under the same terms and conditions of this bid/proposal to all governmental entities that have entered into, or may hereafter enter into, interlocal cooperative purchasing agreements with the City
34. CHANGE ORDER: The City reserves the right to modify or change plans and specifications as deemed necessary at any time, including after the performance of the contract has commenced, to decrease or increase the quantity of work to be performed, materials, equipment or supplies to be furnished, or address other provisions of the contract as approved by the City Manager or City Council, and as appropriate under state law. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the contract. All change orders or modifications to the contract shall be documented in written form by the City and acknowledged by the contracted vendor. All change orders and modifications to the contract shall be processed through the Purchasing Office only.
35. DELIVERY PROMISE – PENALTIES: Where indicated, vendors must provide the number of calendar days required to deliver goods or services to the City after receipt of order (ARO). Do not quote shipping dates. When a delivery delay can be foreseen, the vendor shall provide advance notice to the Purchasing Manager, who shall have the right to extend the delivery date if the reasons for delay are acceptable. Default in promised delivery, without acceptable reason(s), or failure to meet specifications as contained herein or in the contract documents, authorizes the Purchasing Office to purchase goods or services from an alternate source. The defaulting vendor may be subject to re-procurement costs.
36. DELIVERY TIMES: Unless otherwise specified herein, deliveries will only be accepted during normal working hours at the designated City location(s).
37. INSPECTION: Upon receipt of goods or services, the same will be inspected for compliance with the specifications contained herein or in the contract documents. If the goods or services do not pass inspection, the vendor will be required to remedy the situation at the vendor's sole expense. The vendor will be required to retrieve the rejected goods at the delivery point and provide the necessary repairs of or replacement and return of the goods in new condition to the original point of delivery; or re-perform services in accordance with the terms and conditions of the contract and to the City's satisfaction.
38. INVOICES: Invoices shall be submitted to the attention of the ordering department, P.O. Box 99, Rowlett, Texas 75088, or electronically to the appropriate department representative.
39. PAYMENT TERMS: Payment terms are net 30 days, unless otherwise specified by the City in the bid/proposal document.
40. AUDIT: The City shall have access to, and the right to examine, monitor and audit all records, documents, conditions and activities related to contracts awarded by the City. It shall be the responsibility of the vendor to maintain records associated with this procurement for a period of three (3) years after completion of the contract, or in the event of litigation, a claim or audit, the records shall be retained until the resolution of such litigation, claim or audit.
41. INSURANCE: The City requires vendor(s) to carry the minimum insurance as required by the greater of the requirements contained in state laws or the insurance requirements contained in the contract documents.
42. PRICE ESCALATION: Unless otherwise stated in the specifications herein, prices must remain firm for the initial term and any renewal terms of the contract, except that the contracted vendor may request an

adjustment at the time of contract renewal by submitting a request in written form to the Purchasing Manager. Basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contracted vendor shall provide the City with copies of the appropriate indices for verification purposes. The City reserves the right to approve or reject any and all requests for price escalations.

43. PRICE REDUCTION: If during the life of the contract, the contracted vendor's net prices to other customers for the same goods or services are lower than the City's contracted prices, an equitable adjustment shall be made in the contract price in favor of the City.
44. INDEMNITY: The bidder shall defend, indemnify and hold the City, its current, former and future officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act, omission, or fault of the successful bidder, or of any agent, employee, subcontractor or supplier for which the successful bidder is responsible in the execution of, or performance under, any contract which may result from bid award and the bidder so agrees upon the submission of the bid. The bidder shall deliver, if so requested by the City, a written release of all liens or other proper evidence of same, to the satisfaction of the City prior to the issuance of final payment by the City.
45. INDEMNITY; PATENT RIGHTS: The bidder/proposer agrees to indemnify and hold harmless the City from any claim involving patent right infringement or copyright infringement on goods or services supplied to the City pursuant to the contract documents.
46. PROTESTS: All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.

Post-award protests must be submitted in written form to the Purchasing Manager within five (5) working days after award.

The protest must include, at a minimum, the name of the protester, bid/proposal number or description of goods or services, and a statement of the grounds for the protest. The Purchasing Manager, having authority to make the final determination, will respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.

47. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of the contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contracted vendor fails to meet delivery schedules, or otherwise perform in accordance with the specifications contained herein or in the contract documents. Breach of contract or default authorizes the City to award the contract to another vendor, or purchase from an alternate source, and charge the full increase in cost plus any additional administrative costs incurred by the City to the defaulting contracted vendor.
48. REMEDIES: The successful vendor and the City agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

49. **VENUE**: The validity of the contract and of any of its terms or provisions, as well as the rights and duties thereunder or under the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in the state courts of Dallas County, Texas.
50. **ENERGY BOYCOTT**: In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 13), the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that the company: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The signatory executing the Contract on behalf of Seller verifies Seller does not boycott energy companies and will not boycott energy companies during the term of the Contract. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City determines the requirements of Subsection 2274.002(b) are inconsistent with the City's constitutional or statutory duties related to the issuance, incurrence or management of debt obligations or the deposit, custody, management, borrowing or investment of funds.
51. **FIREARMS**: In accordance with Chapter 2274, Texas Government Code (Acts 2021, 87th Leg., S.B. 19) the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that the company: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing the Contract on behalf of Seller verifies Seller does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and does not apply if the City contracts with a sole-source provider or if the City does not receive any bids, if applicable, from a company that is able to provide the required verification.
52. **CRITICAL INFRASTRUCTURE**: In accordance with Chapter 2274, Texas Government Code, the City may not enter into a contract or agreement with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more (1) if the company would be granted direct or remote access to or control of critical infrastructure in Texas, excluding access specifically allowed by the City for product warranty and support purposes and (2) if the City knows the company is (A) owned by or the a majority of stock or other ownership interest of the company is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of such countries, or (B) headquartered in such countries. The signatory executing the Contract on behalf of Seller represents that neither Seller nor any of its parent companies, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company of which the City may not contract pursuant to Section 2274.0102, Texas Government Code. The foregoing verification is made solely to comply with Section 2274.0102, Texas Government Code.
53. **ANTI-BOYCOTT ISRAEL VERIFICATION**: In accordance with Chapter 2271, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing the Contract on behalf of Seller verifies that Seller and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. As used in the foregoing verification, "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. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than \$100,000.

54. **IRAN, SUDAN, AND FOREIGN TERRORIST ORGANIZATIONS:** The signatory executing the Contract on behalf of Seller represents that neither Seller nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

City of Rowlett
CSP No. 2025-162-A
Mowing Services: Section III – Rights of Ways and Alleys; Section IV – Park Land;
and Section V – Utility Stations

I. Introduction

The City of Rowlett ("City") is accepting competitive sealed proposals ("CSP") to establish an annual fixed price contract for mowing and related services to be performed at various locations within the City limits, in accordance with the terms, conditions, and requirements set forth in this CSP document. The successful vendor(s) shall be responsible for the mowing, detailing, and cleanup of the designated properties. The initial term of the contract will be effective upon award through September 30, 2026, with four optional, one-year renewal periods effective on October 1st annually. The contract will be awarded to the vendor(s) providing the best value to the City, as determined by the evaluation criteria as stated herein.

The City's intent is to award by section. However, the City reserves the right to award any or all line items, in whole or in part, to one or more vendors. Vendors are not required to submit pricing for all sections to be considered for award but should submit pricing for all items within a section.

Orders will be placed on an as-needed basis only and the City does not guarantee this amount. Any service quantities stated herein are an accurate reflection of the City's anticipated needs. However, due to budget contingencies, service quantities may be adjusted prior to award, or at any time during the contract period. At no time will adjustments to the prices offered be imposed on the City. Prices will be held firm during the contract period.

The successful vendor will be required to execute a Contract for Services. A sample Contract is available for viewing upon request, in the Purchasing Office.

II. On-site Pre-Proposal Conference and Site Visit

An online pre-proposal conference will be held for this project at 10:00am, Tuesday, August 19, 2025. Attendance is optional, but interested parties are strongly encouraged to attend. To participate in the pre-proposal conference, please use the following:

Meeting ID: 268 902 855 356 1

Passcode: Qe9Up3Dv

Link: https://teams.microsoft.com/join/19%3ameeting_ZjNmNGYyYWYtYWVjMS00OGRjLTkyYTQtMTE4ZTdmZDMzODQ5%40thread.v2/0?context=%7b%22Tid%22%3a%2285803b12-c237-45fd-bc07-0d2e834e5e62%22%2c%22Oid%22%3a%227d17b5ea-5a46-4540-84b7-f45b211dff03%22%7d

III. Public Opening

Proposals will be publicly opened and read in compliance with statutory requirements at 2:30 P.M (CT). on the day proposals are due. Only the names of the vendors submitting a proposal will be disclosed. The public opening will be conducted online as follows:

Meeting ID: 262 127 500 540 0

Passcode: L38Pr3ND

Link: https://teams.microsoft.com/join/19%3ameeting_MzBjNGU1MDctYjgxZC00MTFhLWlzZmYtNzdhY2QyNzE0NDhl%40thread.v2/0?context=%7b%22Tid%22%3a%2285803b12-c237-45fd-bc07-0d2e834e5e62%22%2c%22Oid%22%3a%227d17b5ea-5a46-4540-84b7-f45b211dff03%22%7d

IV. GIS Public Portal

Interested parties are encouraged to view service locations by using the City's GIS Public Portal located at <https://gismaps.rowletttx.org/>.

V. Definitions

A. The following definitions shall apply in this contract:

1. **City:** The City of Rowlett.
2. **Vendor:** The person or firm who is awarded the Contract by the City.
3. **Standard lot:** Any lot having a total area less than 43,560 square feet (1 acre).
4. **Acreage:** Property having a total area greater than 43,560 square feet (1 acre).
5. **Hand-cutting:** The mowing of high weeds by means other than a tractor mower.
6. **Alley or easement:** The public right-of-way or public access adjacent to the property or lot in question.
7. **Detail Ground Maintenance:** The complete litter removal, mowing, edging, line-trimming, removal of clippings from turf or pavement utilizing a rake, blower, broom, vacuum, etc. In order to maintain a manicured appearance at a height of no greater than 2" on Park Maintained Street Scape properties and 3" on Right's of Way properties along Streetscapes and removal of all debris from all paved areas such as walks, streets, and under structures where applicable.
8. **Non-Detail Ground Maintenance:** Complete litter removal, tractor mowing, not to exceed 3" (in a manner which minimizes "wind rowing" of grass clippings), line-trimming fence rows, tree lines or any other structure or appurtenances, edging and air brooming of all paved and gravel trails
9. **Bed Maintenance:** The weed and debris removal from all non-turf areas where flowers and/or shrubs are planted and the trimming (in an acceptable manner) of the shrubs on a regular basis to insure a manicured appearance at all times. Shrub trimming to be done as instructed by the Operations Manager on a monthly basis. Beds to be free from weeds at all times (chemically, manually, or both at the option of the contractor. If chemically, all state requirements for an applicator must be followed and the chemicals to be used must be approved by the Operations Manager). If chemical method is chosen, please forward the MSDS documentation to the Parks Supervisor and Purchasing Office.
10. **Edging:** shall mean to use an edger and not a line trimmer when manicuring.

VI. Vendor Qualifications

A. Vendor Qualifications

1. Vendor shall have been actively engaged in mowing and cleaning services for a minimum of three (3) years under its current name and in good standing with a track record of performance and must provide evidence of such. If name changes have occurred in the past ten (10) years, provide these name changes in chronological order. Recent start-up businesses do not meet the requirements of this solicitation.

NOTE: A start-up business is defined as a new company that has no previous operational history

or expertise in the relevant business and is not affiliated with a company that has that history or expertise

2. Vendor shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the successful vendor(s) employees or agents.
3. Vendor shall employ sufficient personnel to ensure that all authorized mowing and/or cleaning is accomplished within the schedule set by the City.
4. Safety Training Program
 - a. Vendor should have an established on-going safety training program that addresses issues such as proper safety equipment, equipment operating procedures, general safety awareness, etc.
5. Vendor shall obtain and pay for any permits, licenses, etc. required to fulfill this contract.
6. Vendor shall comply with all applicable governmental laws and regulations.

VII. Scope of Services

The successful Vendor(s) shall meet the following requirements and will provide all tools, fuel, labor, equipment, and supplies to perform the cleaning services as outlined in this CSP.

A. Services

1. All properties to be mowed and/or cleaned shall include any and all adjacent easements and rights-of-way, where applicable, and will be considered in the bid price per lot, per hour, or per acreage as indicated and not as a separate or additional category.
2. There shall be no cost to the City for travel time, fuel or other charges incurred when traveling to property. There shall be no travel time paid for any reason.
3. All properties authorized by the City to be mowed by the Vendor shall be cut to a uniform height not to exceed three (3) inches, exclusive of some Park properties which shall be mowed at a height not to exceed two (2) inches. (See Sections II Streetscapes)
4. Vendor will remove litter prior to mowing to prevent scattering.
5. Vendor will ensure that paved areas adjacent to job sites are free of grass clippings after completion of mowing including under structures and base of all curbs where applicable. Accumulations on turf areas of grass clippings, and woody, stemmed plants shall be removed after mowing.
6. All lots and properties shall be mowed as near as possible to any buildings, trees, walls, fences, or any other structure or appurtenance.
 - a. Remaining tall grass or weeds (in excess of three [3] inches tall on Right's of Ways and properties and two [2] inches tall on Streetscapes) shall be removed by line trimming or by other applicable means to ensure favorable appearance.
 - b. Trimming weeds and tall grass adjacent to trees, structures or appurtenance to bare ground is unacceptable; trimming will be at mowing height.
 - c. Trees damaged due to weed or high grass removal by contractor or his personnel shall be

replaced or repaired by contractor at the discretion of the City.

- d. Paved areas adjacent to lots or properties maintained by Vendor shall be edged and cleaned to delineate turf area from pavement where pavement begins.
- e. Turf areas shall be maintained in such a manner as to not encroach into non-turf areas.
- f. Equipment mowing height shall be periodically inspected in order to maintain a uniform mowing height on all equipment and prevent scalping (removing all green leaf tissue from turf, resulting in turf "browning out").
- g. All valve boxes will need to be trimmed around.

B. Service Schedule

1. Vendor(s) shall accomplish all tasks listed on a regular schedule, as agreed upon by the proposer and the department representative. Any variance from the prescribed schedule will require a minimum of twenty-four hours advance notification to the designated department representative.
2. Services shall be performed Monday through Saturday between the hours of 7:00am-10:00pm, or Sundays between the hours of 9:00am and 10:00pm, except for City holidays (subject to change annually):
 - New Years Day
 - Martin Luther King Day
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Thanksgiving (Thursday and Friday)
 - Christmas Eve
 - Christmas Day
3. The majority of work to be performed will occur between April and September.
4. The City reserves the right to cancel scheduled mowing cycles on a week-to week basis, based upon need, prevailing weather conditions, and available funding.
5. The frequency of mowing is to provide the most affordable maintained appearance possible. The cycle awarded will be what is expected to be accomplished. Rain could cause extension of a cycle but not necessarily delete a cycle; the contractor would be expected to perform a late cycle of trimming, cleanup, etc. to give a maintained appearance for winter.
6. Acts of Nature such as extended periods of heavy rain or extended droughts could affect the quantities of cycles and those cycles not performed would not be paid.
7. Vendor may be granted a temporary alternate arrangement in the case of inclement weather, at the discretion of the City designee. Any temporary alternate arrangements requested will be submitted by the vendor in written form (email is acceptable).
8. Adjustments may be made to the schedule during the growing season, as necessary to maintain appearance.

C. Service Requirements

1. Vendor shall obtain and pay for all permits, licenses, etc. required to fulfill this contract.

2. Vendor shall exercise extreme caution while working on medians, road sides and high traffic areas. TX DOT approved safety vests, traffic cones, and "men working" signage are required when crews are working in any traffic situations.
3. Any property not mowed and/or cleaned satisfactorily, shall be redone at the Vendor's expense.
4. Vendor will be required to perform a repeat mowing, debris removal, etc., for any area missed during the accepted cycle or deemed substandard quality by the City, within 24 hours of notice. Vendor will not be paid until work is performed satisfactorily.
5. Vendor(s) shall be responsible for any damage done to plant material or other property during the maintenance operation. Vendor(s) shall be responsible for replacement of all trees, shrubs, ground covers, plant bed areas, and irrigation equipment destroyed by the successful Vendor(s), employees or agents of the successful Vendor(s) during maintenance operations, including labor costs associated with the repair(s). Trees and shrubs must not be bumped or marked by mowing or edging equipment. Mulch rings shall be reshaped within twenty-four hours when dislodged by mowing equipment. The successful vendor(s) must report damage immediately to the designated City department representative. Damage to trees or tree collars will be assessed for each instance. The successful vendor(s) will not be permitted to mow within 18" of each tree in order to avoid damage to trees.
6. In the event of inclement weather, the Vendor may be allotted additional time. If the Vendor does not meet the prescribed time provisions on any work the City shall have the authority to reassign said work to a secondary contractor.
7. Vendor shall report any visual problems with the irrigation system to the appropriate department representative for corrective action.
8. Vendor shall notify the appropriate department representative of any hazardous conditions and/or damaged property prior to leaving the work site.
9. Supervision of Work Crew
 - a. Vendor is responsible for designating a single supervisor who will be responsible for each crew on premise.
 - b. Vendor shall provide supervision of all work crews at all times while performing work under this contract.
 - c. Personal supervision is not required, provided that communication equipment or other means are provided that enable the work crew to communicate with the supervisor at all times.
 - d. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities in English.
 - e. Vendor shall provide the City with the name and phone number of a designated contact person available during normal operating hours, and after after-hours in the case of an emergency.
10. Rights-of-Ways (ROW)
 - a. All ROW areas are determined by use and enjoyment.
 - b. If a property is separated by a wall or fence it is considered to be part of the contract.
 - c. All residential, commercial or agriculture properties that front ROWs will be property owner's maintenance responsibility.
 - d. Maintenance includes all drainage areas or bridges on streets listed from back of curb or

pavement edge out 20' if conditions allow.

11. Park Land

- a. **Detail Mowing** consists of litter removal, small limb removal, grooming mower, line trimmer, edger or curb dresser, removal of excess grass clippings from mowed areas, sweeping or blowing all paved areas. Areas designated, as athletic areas shall be mowed at 2" all other areas mowed at 3" unless otherwise instructed by Parks Operations Manager.
- b. **Non-Detail Mowing** consists of litter removal and utilizing mowers such as tractor pulled Brush hog, Batwing, etc. Mowing completed in a manner, which minimizes "wind rowing" of grass clippings. Line trimming shall be done to remove weeds over 3" tall adjacent to tree lines, fences, walls, buildings and any other structures or appurtenances. Turf encroaching into paved areas will be edged and paved areas cleaned to remove clippings, tree limbs, and debris.

D. Equipment Requirements

1. Vendor equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services.
2. Vendor's equipment shall be in good repair and a qualified operator shall be responsible for the care and handling of the equipment.
3. Vendor is responsible for performing scheduled maintenance on all equipment used in performing under the contract.
4. Minimum equipment requirements for performing services are included on the Equipment Worksheet for each section (Attachments A, B, and C).
5. Vendor shall complete and submit the Equipment Worksheet for each section bidding, listing the availability of all equipment, to be utilized for the services as specified in this CSP. This will be used for evaluation purposes to determine if the equipment is adequate to perform the contract.

E. Invoices and Payments

1. Vendor shall submit each invoice for all work performed to the City within two (2) days after work has been completed. This invoice shall describe each category of work completed and the charge assessed.
2. All invoices shall be submitted directly to the department and shall be itemized with contracted unit prices and quantities for all work completed by the Vendor.
3. Vendor shall receive payment only for those properties verified by the City Staff to be complete of mowing and/or cleaning, and in compliance with all the specifications of this contract.

VIII. Insurance Requirements

ALL RESPONDENTS must submit, with the proposal, proof of insurance coverage as stipulated in Exhibit B to this proposal document. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Any provisions outlined will be required of the successful vendor only. Prior to the execution of this contract, the successful vendor will supply the Purchasing Office with an original certificate of insurance evidencing the stated

requirements and provisions. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

IX. Submittals

In order for your proposal to be considered responsive, the following information should be submitted in the order outlined below. Failure to provide requested information may cause your proposal to be deemed as non-responsive.

A. Company Information (Label as Section A)

1. Company information should include a cover letter containing legal company name, address, telephone number, and number of years in business. Also include acknowledgement of all Addendums issued for this solicitation.
2. Include name of contact person authorized to submit a proposal and negotiate a contract on behalf of your firm, including telephone number and email address.
3. If name changes have occurred in the past ten (10) years, provide these name changes in chronological order, if applicable.

B. Staffing Information (Label as Section B)

1. Complete and submit the Staffing Worksheet provided in this CSP packet (Attachment 1)

C. References Worksheet (Label as Section C)

1. Complete and submit the References Worksheet provided in this CSP packet (Attachment 2).

D. Experience (Label as Section D)

1. In your own format, submit a list of same or similar contracts within the last three (3) years, including the contract dates, contract amount, and a description of each. These should be different than your references.
2. Preference will be given to vendors who have verifiable experience in providing same or similar scope of work and performance for an organization comparable to the City.

E. Equipment Worksheet (Label as Section E)

1. Complete and submit the Equipment Worksheet for each applicable section, as provided in this CSP (Attachment 3).

F. Fee Schedule

1. Please complete the Fee Schedule (Attachment 4) and provide a monthly cost to provide all services as outlined in this CSP. Unit cost must be all-inclusive. All fees associated with providing the services as outlined in this CSP must be included in order to be considered.
2. The City is exempt from paying Texas State or local sales and use taxes. Please ensure the prices proposed do not include taxes.

3. If submitting your proposal in hard copy, include the Fee Schedule and label as Section F. If submitting your proposal electronically, the Fee Schedule should be uploaded separately where indicated in bidnet.

G. Additional Information

1. Proof of Insurance
2. List any exceptions to the Standard Terms and Conditions of Procurement or the CSP requirements for the City's consideration. If none, please include a statement indicating there are no exceptions.
3. Proposal Certification Form

X. Evaluation Criteria

A review committee will judge the merit of proposals received in accordance with the requirements defined herein. Failure of vendor to provide in their proposal any information requested in this CSP may result in disqualification of the proposal. The sole objective of the review committee will be to select the vendor(s) that provides the best value to the City. The contract will be awarded based on the following evaluation criteria:

- A. Cost proposal as outlined in Section IX. Submittals, Section F. (40%)
- B. Equipment as evidenced in Section IX. Submittals, Section E. (25%)
- C. Staffing as evidenced in Section IX. Submittals, Section B. (15%)
- D. Experience as evidenced in Section IX. Submittals, Section D. (20%)

XI. Interviews and Presentations

In fairness to all firms, requests for interviews prior to the closing time and date will not be permitted. Interviews with selected vendors may or may not be requested by the City after the closing date.

Selection may be made strictly from the information provided in the CSP. However, the City reserves the right to conduct interviews with and request presentations from any respondents.

XII. Best and Final Offer

The City reserves the right to request a best and final offer from any or all vendors. The City also reserves the right to reject any or all proposals, with or without cause, re-issue the CSP, or proceed in any manner determined to be in the best interest of the City.

XIII. Questions Deadline

The City requires that all questions relating to this CSP be submitted in writing through bidnet, the City's eProcurement system, or to January Calhoun, Purchasing Manager, at jcalhoun@rowlett.com by 12:00pm on Tuesday, February 26, 2025. No questions will be answered over the phone. Questions in regard to the scope of services will only be accepted until the stated deadline. Any changes to the CSP Documents will be made by City in the form of a written Addendum. Any changes made in any other manner will not be binding upon the City, and proposer may not rely upon them.

XIV. Submission or Delivery of Proposal

Proposals are due no later than Thursday, August 28, 2025, at 2:00pm. Submissions will be received online, or in hard copy.

Submitting a proposal constitutes understanding and acceptance of all terms, conditions, instruction, glossary, specifications, forms and statements contained in this CSP document.

The date/time stamp located in the Purchasing Office serves as the official time clock. Late Submissions will not be considered. Submissions received after the stated deadline shall be refused and returned unopened. The City is not responsible for issues encountered with methods of delivery.

A. Online Submission

1. Proposals may be submitted online through bidnet, the City's eProcurement system, at the following link: <https://www.bidnetdirect.com/texas/cityofrowlett>.
2. Please ensure that you provide all required information, including attachments, combined and uploaded where indicated in bidnet.

B. Mailed/Delivered Submission

1. Proposal must be submitted with the CSP number and the respondent's name and address clearly indicated on the front of the envelope.
2. Please submit one (1) unbound original of your proposal and one (1) electronic copy on a thumb drive in a sealed envelope or package to the address listed below:

Delivery Address

City of Rowlett
Attn: Purchasing Manager
4000 Main Street
Rowlett, TX 75088

Mailing Address

City of Rowlett
Attn: Purchasing Manager
PO Box 99
Rowlett, TX 75030-0099

CSP 2025-162-A
MOWING SERVICES SECTION III – RIGHTS-OF-WAYS AND ALLEYS; SECTION IV - PARK LAND;
AND SECTION V – UTILITY STATIONS

PROPOSAL CERTIFICATION FORM

By submitting a proposal, the Vendor certifies that the Standard Terms and Conditions for Procurements, the CSP requirements, and all issued Addendums have been read and are fully understood, and it's the Vendor's intent to enter into negotiations for a contract for Janitorial Services for the Rowlett Community Centre. Vendor agrees to abide by the terms and statutory requirements governing the solicitation process.

All addenda shall be issued in written form by the Purchasing Office. The City is not bound by any oral representations, clarifications, or changes made in connection to the CSP by the City's employees, agents or consultants unless in the form of a properly issued Addendum.

The failure of the Vendor to contact the Owner to determine the issuance of any Addenda, or to acknowledge receipt of any and all of the Addenda issued in connection with this project, shall entitle the City, at its sole discretion, to (i) reject the proposal of the Vendor as being non-responsive, or (ii) to accept the proposal of the Vendor, in which event the Vendor agrees to be bound by all of the terms and conditions of each unacknowledged Addendum.

A. FIRM INFORMATION

Legal Name of Vendor: _____

Tax ID Number: _____ Telephone No: _____

State of Formation: _____ Year of Formation: _____

Address: _____

Contact Name and Title: _____

Contact Phone No: _____

Contact Email Address: _____

B. CERTIFICATION

I certify that I have the legal authority to bind the vendor listed above, and I further certify that there are no objections to any of the terms and conditions listed in this CSP document, except as noted in Section VI. Submittals, Article G. Additional Information, Item 2. (if applicable).

Signature of Authorized Representative: _____

Printed Name and Title of Authorized Representative: _____

Date of Certification: _____



EXHIBIT A STANDARD INSURANCE REQUIREMENTS

Company shall procure and maintain for the duration of the contract, insurance coverages outlined herein which may arise from or be in connection with the performance of the work hereunder by the Company, his agents, representatives, employees or subcontractors. Any exceptions to the requirements or provisions herein shall be submitted in writing to the City's Risk Manager for consideration and approval. The decision of the City will be final. The cost of such insurance shall be borne by the Company.

1.0 GENERAL PROVISIONS

- 1.1 The Company shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, the City of Rowlett shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Company. The Company shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Company is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.
- 1.2 Company shall cause each subcontractor employed by Company to purchase and maintain insurance of the type specified herein or cover such subcontractor under its insurance coverage.
- 1.3 The Company agrees that the insurance requirements specified in this section do not reduce the liability Company has assumed in any indemnification/hold harmless section of this contract.
- 1.4 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Company to fully comply with requirements of this section during the term of this contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.
- 1.5 Insurance coverage required by this section shall:
 - 1.5.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City.
 - 1.5.2 Be with an insurer possessing an A-VII A. M. Best Rating or equivalent.

2.0 MINIMUM INSURANCE COVERAGE & LIMITS

- 2.1 Commercial General Liability. Company shall maintain commercial general liability and, if necessary, commercial umbrella or excess liability (umbrella or excess liability should be provided on follow-form policy).
- 2.2 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent Company's, product-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

- 2.3 City shall be included as an additional insured under the commercial general liability using ISO additional insured endorsement CG 20 10 07 04 and CG 20 37 07 04 or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Company.

2.4 Limits of Insurance

Contracts between \$0 and \$1,000,000		
Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	• \$1,000,000 each occurrence • \$2,000,000 general aggregate • \$2,000,000 Umbrella/ Excess Liability (follow-form)	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage City to be provided a waiver of Subrogation
2. Business Auto Liability	• \$1,000,000 per occurrence • \$1,000,000 aggregate or; • \$1,000,000 combined single limits	City to be named as additional insured
3. Workers' Comp & Employers' Liability	• Statutory Limits • \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	• 100% of construction total	If Applicable
5. Other Coverages a) Professional Liability b) E & O coverage c) Cyber Liability	• To be determined by the City's Risk Manager on a per project basis	If Applicable

Contracts between \$1,000,000 and \$8,000,000		
Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	• \$2,000,000 each occurrence • \$4,000,000 general aggregate • \$4,000,000 Umbrella/ Excess Liability (follow-form)	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage City to be provided a waiver of Subrogation
2. Business Auto Liability	• \$1,000,000 per occurrence • \$2,000,000 aggregate or; • \$2,000,000 combined single limits	City to be named as additional insured

3. Workers' Comp & Employers' Liability	• Statutory Limits • \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	• 100% of construction total	If Applicable
5. Other Coverages a) Professional Liability b) E & O coverage c) Cyber Liability	• To be determined by the City's Risk Manager on a per project basis	If Applicable

- 2.4.1 If vendor is performing service-related work on City fleet, Garage Keeper Liability is required at a limit of not less than \$1,000,000 per occurrence on a special form basis.
- 2.4.2 If contract has exposure for environmental hazards contact City's Risk Manager for specifications. (Including MCS-90).
- 2.4.3 Contracts for construction projects taking place in a high-risk flood zone area may require additional coverage requirements.
- 2.4.4 Insurance specifications for Contracts in excess of \$8,000,000 will be determined by the City's Risk Manager.
- 2.5 Commercial Automobile Liability. Company shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per occurrence.
- 2.6 Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles).
- 2.7 Commercial automobile coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to the amount provided in ISO form CA 00 01.
- 2.8 Company waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability or commercial umbrella liability insurance obtained by Company pursuant to this section or under any applicable automobile physical damage coverage.
- 2.9 Workers' Compensation & Employer's Liability. Company shall maintain workers' compensation insurance with a limit of no less than \$1,000,000 each incident. The employers' liability limit and, if necessary, commercial umbrella coverage, shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- 2.10 Company waives all rights against City and its agents, officers, directors and employees for recovery of damages under Company's workers' compensation and employers' liability in connection with scope of contract and completed operations.

3.0 EVIDENCE OF INSURANCE

- 3.1 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Company shall furnish City a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with this section. Company shall furnish copies of all endorsements as required by each section.
- 3.2 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance.
- 3.3 City shall have the right, but not the obligation, of prohibiting Company or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.
- 3.4 Failure to maintain required insurance may result in termination of this contract at sole option of the City.
- 3.5 All Certificates of Insurance need to reference job or contract number in comments section.
- 3.6 Certificate Holder shall be listed as follows: City of Rowlett, 4000 Main St., Rowlett, TX 75088

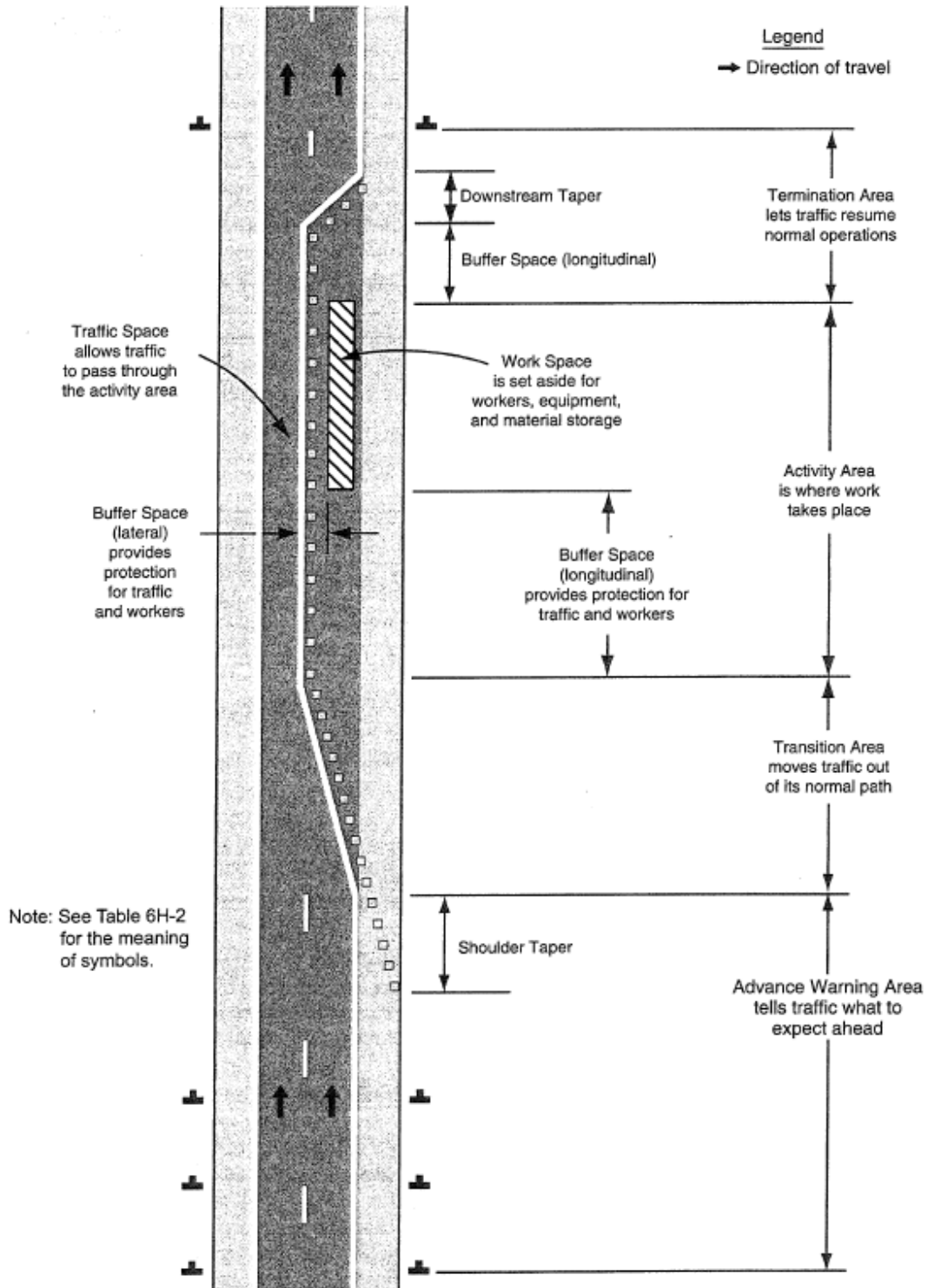
Figure 6C-1. Component Parts of a Temporary Traffic Control Zone

EXHIBIT B
CONTRACTOR'S PROPOSAL

**GOOD EARTH CORPORATION
BID SUBMITTAL
2025-162-A-CSP
MOWING SERVICES
SECTIONS III, IV, V**

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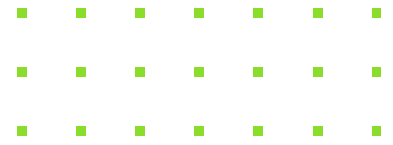
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Good Earth Corporation

Company History



Good Earth Corporation has proudly served North Texas since 1976 as a full-service landscaping and maintenance company. Over the last 49 years, we've grown to become a trusted name in commercial and municipal landscape services across the metroplex.

We operate multiple specialized divisions including Landscape, Irrigation, Tree, Chemical, and Design — as well as our Grounds Maintenance and Litter Maintenance divisions, which service a wide range of properties throughout the region.

During peak season, Good Earth employs more than 250 full-time landscaping and maintenance professionals working across 66+ dedicated crews. We also have 12 skilled Tractor Drivers and a Shop Maintenance team of 10 experienced mechanics who perform all in-house repairs on our trucks and equipment.

Good Earth Corporation

7922 Forney Road Dallas, Texas 75227

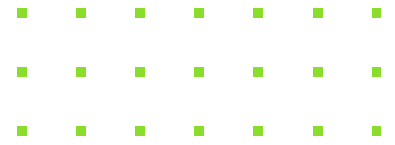
214-381-5899

Authorized Contact Person for Proposal: Kevin Points, VP, COO

wrapp@goodearth-inc.com 214-381-5899 ext 212

Addendum No. 1- acknowledged

Work History



CITY OF DALLAS, PUBLIC WORKS MEDIANS & ROWS

Grounds maintenance and litter control for the appx. 1668 acres of City of Dallas medians, planters and lots.

2012 - CURRENT

- Multiple contracts have been completed for the city of Dallas
 - BL1211 (2012-2016)
 - BF1509 (2015-2018)
 - BI1810 (2019-2023)
 - BBZ21 (2023-current)

CITY OF DALLAS, PARKS AND REC

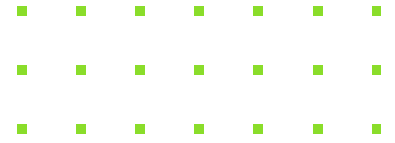
Grounds maintenance and litter control for the City of Dallas Parks and Recreation Department

MAINTENANCE 2012 - CURRENT

- Multiple contracts have been completed for the city of Dallas parks maintenance
 - BL1125 (2012-2015)
 - BF1517 (2016-2019)
 - BK19 (2019-2023)
 - BBZ21 (2023-current)

LITTER 2012 - CURRENT

- Multiple contracts have been completed for the city of Dallas parks litter
 - BL1173 (2012-2015)
 - BF1516 (2016-2019)
 - BT19 (2020-2023)
 - BQ23 (2023-current)



CITY OF DALLAS, DWU

Grounds maintenance for city of Dallas water properties

2012-CURRENT

- Multiple contracts have been completed for Dallas Water
 - BL1209 (2012-2015)
 - BCZ1602-(2017-2021)
 - BI1817 (2019-2023)
 - BBZ21- (2023- current)

CITY OF DALLAS, MULTIPLE DEPTS

Grounds maintenance for Hensley Field, Levees, Sanitation

2013-CURRENT

- Multiple contracts were completed for the city of Dallas
 - BL1310 (2013-2016)
 - BCZ1607 (2017-2021)
 - BBZ21 (2023-current)

CITY OF DALLAS, DPD

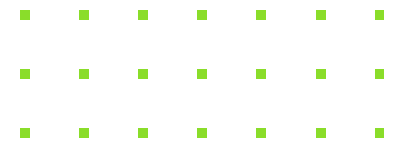
Grounds maintenance for city of Dallas Police Departments

2013-CURRENT

- Multiple contracts were completed for DPD
 - BL1245 (2013-2016)
 - BCZ1606 (2017-2020)
 - BQ20 (2020-2023)
 - BQ23 (2023-2026)

CITY OF MESQUITE, MISD

Grounds maintenance for MISD

**2014-CURRENT**

- Multiple contracts were completed for MISD
 - MISD (2014-2022)
 - 2025-015 (2025- current)

CITY OF SEAGOVILLE

Grounds maintenance for Seagoville parks, medians and lots

2015-CURRENT

- Multiple contracts have been completed for Seagoville
 - 2015-01-0127 (2015-2019)
 - 2020-01 (2020-2023)
 - 2023-02 (2023- current)

CITY OF DALLAS, TXDOT

Grounds maintenance and litter control for the appx. 3600 acres of TxDOT highways.

2015 - CURRENT

- Multiple contracts have been completed for the city of Dallas
 - BF1526 (2015-2019)
 - PBW 2019-00010547 (2020-2023)
 - BI23-00022609 (2023-current)

CITY OF MESQUITE, TXDOT

Grounds maintenance and litter control for the City of Mesquite TxDOT Highways

2016 - 2024

- Multiple contracts were completed for the city of Mesquite
 - 2016-056 Annual TxDOT (2016-2019)
 - 2019-079 Annual TxDOT (2019-2024)

CITY OF MESQUITE, PARKS

Grounds maintenance for the City of Mesquite parks.

2016 - 2024

- Multiple contracts were completed for the city of Mesquite
 - 2016-063 Annual Mowing (2016-2019)
 - 2019-077 Annual Mowing (2019-2024)

DALLAS COUNTY

Grounds maintenance for Dallas County medians

2017-CURRENT

- Multiple contracts have been completed for Dallas County
 - 2013-051-6353 (2017-2019)
 - 2019-052-6816 (2019-2024)
 - 10310 (2023-current)

CITY OF DUNCANVILLE

Grounds maintenance for the City of Duncanville

2019-CURRENT

- Multiple contracts were completed for the city of Duncanville
 - 19-004 (2019-2024)
 - 24-0021 (2024 - Current)

DART

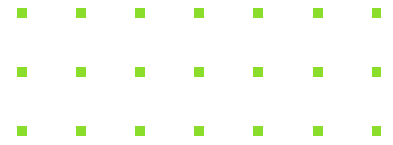
Grounds Maintenance at DART stations and ROWS

2019-CURRENT

- 8449-0 Station (2019-2023)
- 12074-2 ROW (2020-2023)
- 18873 ROW (2023- current)

References

Additional references available upon request



Chad McGowan- City of Grand Prairie

- 214-682-4687
- cmcgowan@gptx.org

Jon Taylor- Brown, City of Dallas

- 214-670-8166
- jon.taylorbrown@dallas.gov

Danny Johnson, City of Duncanville

- 972-707-3873
- danny.johnson@duncanvilletx.gov

Juan Marroquin, City of Dallas

- 214-670-8569
- juan.marroquin@dallas.gov

Gehan Asaad, City of Dallas

- 214-671-9516
- gehan.asaad@dallas.gov

Regan Farmer, City of Dallas

- 214-671-0422
- regan.farmer@dallas.gov

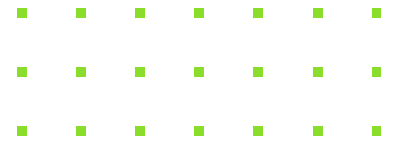
Kaleya Mukadi, City of Dallas

- 214-670-1509
- kaleya.mukadi@dallas.gov

Shelly Monroe, City of Rowlett

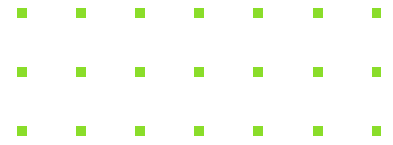
- 972-412-6145
- smonroe@rowlett.com

Our Team



- Emily Points- Owner, CEO
- Kevin Points- Executive VP, COO, IT
- Juan Romero- Operations Manager
 - Jose Mora- Division Manager
 - Matthew Ploof- Division Manager
 - Jose Gonzalez- Contract Supervisor
 - Rudi Cordova- Contract Supervisor
 - Miguel Garcia- Contract Supervisor
 - Anabel Castro- Contract Supervisor
 - Crystal Munoz- Contract Supervisor
 - Sam Fisher- Division Manager- Irrigation, Sales, Landscape
 - Chino Lopez- Licensed Irrigation Tech
 - Domingo Hernandez- Landscape Superintendent
 - Gustavo Aguilar- Licensed Chemical Tech
- Neil Phillips- Director of Safety and Fleet Management
 - Edmond Gutierrez- Shop Manager
 - Augustine Gonzalez- Service Mechanic
 - David Gonzalez- Lead Mechanic
 - Mark Wood- Transporter
 - Landon Mills- Transporter
 - Lorena Sanchez- Shop Purchasing
- Whitney Rapp- Operations Coordinator
- Karen Wood- HR Manager
- Diego Martinez- HR Personnel Manager
- Full Time employees- 250

Certificates and Licenses



Small Business Enterprise (SBE), Good Earth Corporation

- Certification No. WFSB98084N0427
- exp. 4/30/27
- NCTRCA

Women Business Enterprise (WBE), Good Earth Corporation

- Certification No. WFWB56181N0427
- exp. 4/30/27
- NCTRCA

Commercial Pesticide Applicator License, Gustavo Aguirre

- License No: 0615115
- exp. 4/30/26
- Texas Department of Agriculture

Commercial Pesticide Applicator License, Kevin Points

- License No: 0644193
- exp. 10/31/2025
- Texas Department of Agriculture

Irrigation Technician, Taurino Lopez

- License No: IT0000181
- exp. 9/30/2027
- Texas Commission on Environmental Quality

Licensed Irrigator, Sam Fisher

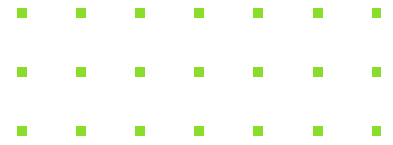
- License No: LI0005871
- exp. 3/31/2026
- Texas Commission on Environmental Quality

CPTM, Kevin Points

- exp. 12/31/2025
- Texas Turfgrass Association

Copies of licenses and certificates are available upon request

Crew Types



Streets & TxDOT Maintenance Crews

- 4–5 men crews dedicated to streets and TxDOT grounds maintenance.

Detail Maintenance Crews

- 4–5 men crews focused on parks, commercial, residential, and detailed grounds maintenance.

TxDOT & Parks Litter Crews

- 2–4 men crews specializing in litter control along TxDOT roadways, city streets, and parks.

Landscape Crews

- 2–4 men crews of experienced landscapers for specialized installation, design, and maintenance projects.

Irrigation Crews

- 2 men crews who inspect, repair, and install irrigation systems.

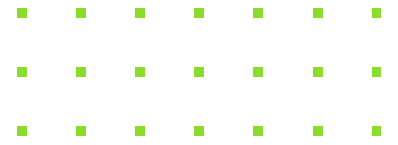
Tractor Drivers

- 1 man crews providing tractor mowing services.

Chemical Applicators

- 1 chemical technician, with an attenuator driver as needed.

Services Available



Landscape Management

- Landscape Design
- Landscape Installation
- Landscape Maintenance

Chemical Services

- Fertilizing
- Organic Lawn Treatments
- Pesticide Applications

Irrigation

- Installation
- Drainage
- Inspection & Repair

Arborist Services

- Tree Removal
- Tree Pruning
- Stump Grinding

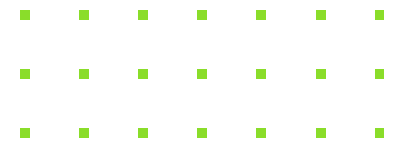
Litter Control

- Parks
- Illegal Dumping

Tractor Mowing

- Highways
- Sumps

Equipment Fleet



Type	Qty	Year	Make	Model
Trucks	87	2000–2022	Ford, Hino, Isuzu, International	F150, F250, 155, 195, NPR, MV507
Trailers	54	1989–2024	C&M, MAXX-D, Big Tex	16', 20', 22', 24', 40' flatbed
Zero Turns	74	2020-2025	John Deere, SCAG, GreenWorks	Z930/ZTRAK, Chettah II, CZ60
Tractors	20	2013-2024	John Deere	5100E, 6100
Tractor Decks	22	2013-2024	John Deere	CX15, R15, FC15R
Wide Area Mowers	21	2020-2025	Toro , John Deere, ExMark	4000-D, 1600 Turbo Series, Lazer-Z Diesel 144" & 96"
Ventrac	2	2019	Ventrac	4500-Z
Contour Deck	2	2019–2020	Ventrac	MJ840
Tough Cut Deck	1	2019	Ventrac	HQ682
Boom Mower	1	2020	Ventrac	MA800
Edger Attachment	1	2019	Ventrac	ED202
Finish Cut Mower	1	2019	Ventrac	MS720
Push Mowers	13	2014–2019	Toro	GXV160
Weedeaters	126	2020-2025	Echo/Stihl	SRM2620, FS81R
Edgers	71	2020-2025	Echo/Stihl	FC91, PE280
Blowers	110	2020-2025	Echo/Stihl/Redmax	BR600, PB770, BZ7500
Hedge Trimmers	14	2020-2025	Stihl	HS-87T
Pole Trimmers	11	2020-2025	Stihl	HL-100-135

Equipment Cont.

Type	Qty	Year	Make	Model
Chainsaws	22	2020-2025	Stihl	MS201T
Pole Chainsaws	7	2020-2025	Stihl	HT131
Irrigation Trucks	3	2012-2013	Ford	Transits
Water Truck	1	2015	Ford	F750
Chemical Trucks	2	2012, 2019	Ford	F450/F350
Attenuator Truck	1	2011	Hino	268A
Stump Grinder	1	2011	Toro	STX-26
Stump Grinder	1	2022	Vermeer	VESC70TX
Skid Loaders	5	2006, 2018	Caterpillar, John Deere	246B, 333G
Mini Excavator	1	2021	John Deere	27G
Drum Mulchers	2	2022	John Deere	—
Scrap Grapple	1	2015	Austin Turf	84"
Chippers	4	2010-2018	Bandit/Morbark	250XP/1890 Drum/M18RX
Gators	6	2010-2017	John Deere	4x4 gas
Ride-On Sprayer	1	2019	Steel Green	SG52
Amphibious Excavator	1	2018	BobCat	E50
Debris Loader	1	2019	Billy Goat	BGEDL2901V
Vacuum	1	2023	MadVac	LP61-G

Attachment 1 Staffing Worksheet

VENDOR INFORMATION

Number of employees: Full time 230

Number of employees: Part time: 0

Length of time in business: Since 1976

Physical location of business (full address, including city, state & zip code):

7922 Forney Rd. Dallas, TX 75227

VENDOR CONTACTS

The successful vendor must provide, to a designated City representative, a valid telephone number and name of a designated company representative. The telephone number must be answered on workdays, Monday-Friday, 7:00 AM to 5:30 PM. An alternate or emergency telephone number must also be provided to the City representative. Failure to provide this information may be considered reason to terminate the contract.

Company Representative: Matthew Ploof

Company Telephone Number (including are code): 214-381-5899 ext. 212

Emergency Telephone Number (including are code): 214-708-8431

SUBCONTRACTOR INFORMATION

Proposer must provide the following information for any portion of work under this contract being subcontracted. All subcontractors will be approved by the City prior to commencement of work.

Name: None

Type of Work: _____

Amount: _____

Portion of work by proposer: 100 %

Portion of work by sub-contractor: 100 %

Attachment 2 - References Worksheet

Please provide at least five (5) verifiable references for same or similar services as the City has specified in the solicitation, in the spaces provided below.

Company Name: City of Dallas, Public Works- Dallas Streets and Medians
Contact Name: Jon Taylor-Brown
Address: 2710 Municipal Street Dallas Texas 75215

Email Address: jon.taylorbrown@dallas.gov
Phone: 214670-8166
Contract Date: 2012- current (multiple contracts)
Description of Services: Mowing and Litter Control of City of Dallas Medians and Rows.

Company Name: City of Duncanville
Contact Name: Danny Johnson
Address: PO Box 380280 Duncanville TX 75138

Email Address: danny.johnson@duncanvilletx.gov
Phone: 972-707-3873
Contract Date: 2019-current (multiple contracts)
Description of Services: Grounds Maintenance for the city of Duncanville, Medians, Parks, vacant lots and other properties.

Company Name: City of Dallas, Parks and Rec
Contact Name: Kaleya Mukadi
Address: 542 E. Jefferson Blvd Dallas TX 75203

Email Address: kaleya.mukadi@dallas.gov
Phone: 214-670-1509
Contract Date: 2012- current (multiple contracts)
Description of Services: Grounds maintenance and litter control for city of dallas parks and rec.

Company Name: City of Grand Prairie
Contact Name: Chad McGowan
Address: 300 W. Main Street Dallas TX 75050

Email Address: cmcgowan@gptx.org
Phone: 214-682-4687
Contract Date: 2022-current
Description of Services: Grounds Maintenance for City of Grand Prairie TxDOT

Company Name: City of Dallas, Water
Contact Name: Juan Marroquin
Address: 2900 Municipal Street DallasTX 75215

Email Address: juan.marroquin@dallas.gov
Phone: 214-228-5357
Contract Date: 2012- current (multiple contracts)
Description of Services: Grounds Maintenance a several Dallas Water properties.

Section III – Rights of Ways and Alleys

4	Tractors
1	Batwing Mowers 15 foot
2	Mowers 8 foot
2	Riding Mower
4	Commercial Mowers
6	Line Trimmers
4	Blowers
4	Metal Blade Edger's or Curb Dresser

All tractors shall be equipped with an amber Target-Tac Strobe Light (No. 512-551-A) or equal and a Slow Moving Vehicle Sign. All riding mowers shall be equipped with Slow Moving Vehicle Sign. **Vendor** and **Vendor's** employees shall wear orange safety vests while working on public Rights of Ways. TXDOT approved signs will be set up according to TXDOT and City Standards. All mowers shall carry empty trash bags for litter control as required in mowing paths. Mower decks shall be level for even cut.

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Section IV – Park Land

3	Tractors
1	Batwing Mowers 15 foot
2	Mowers 8 foot
1	72" Out Front Riding Mowers
2	Commercial Mowers
3	Line Trimmers
2	Edger or Curb Dresser
2	Blowers

All tractors shall be equipped with an amber Target-Tac Strobe Light (No. 512-551-A) or equal and a Slow Moving Vehicle Sign. All riding mowers shall be equipped with Slow Moving Vehicle Sign. All mowers shall carry empty trash bags for litter control as required in mowing paths. Mower decks shall be level for even cut.

to view full equipment list please see attached Resume

Section V – Utility Stations

1	Riding Mower, Zero Turn
1	Blower
1	Line Trimmer
1	Metal Blade Edger's or Curb Dresser

All tractors shall be equipped with an amber Target-Tac Strobe Light (No. 512-551-A) or equal and a Slow Moving Vehicle Sign. All riding mowers shall be equipped with Slow Moving Vehicle Sign. **Vendor** and **Vendor's** employees shall wear orange safety vests while working on public Rights of Ways. TXDOT approved signs will be set up according to TXDOT and City Standards. All mowers shall carry empty trash bags for litter control as required in mowing paths. Mower decks shall be level for even cut.

Page 262 of 312

Section III: Rights-of-Ways and Alleys

Item #	Description of Service Areas	Size	Unit of Measure	Detail	Non-Detail	Irrigated	Non-Irrigated	Weekly Service	Bi-Weekly Service	Other Service Schedule	# Cycles	Cost Per Cycle	Total Annual Cost
1	Spinnaker Cove Green Belt - 8217 Spinnaker Cove	163,974	Sq Ft		X		X		X		15	\$ 412.00	\$ 6,180.00
2	Barton Creek Alley (Barton Creek & Scenic Dr) - 7002 Barton	8,675	Sq Ft		X		X		X		15	\$ 60.00	\$ 900.00
3	(Oak Hollow & Pheasant Run) - 9125 Pheasant Run - 9102 Oak Hollow	27,708	Sq Ft		X		X		X		15	\$ 70.00	\$ 1,050.00
4	Pheasant Run Alley - 9125 Pheasant Run - 7610 Dalrock	3,322	Sq Ft		X		X		X		15	\$ 60.00	\$ 900.00
5	Dalrock Rd from Liberty Grove to Princeton - 9900/7610 Dalrock	3.35	Acre		X		X		X		15	\$ 366.00	\$ 5,490.00
6	Chiesa from Liberty Grove to Lakeview Pkwy (Hwy 66) 5600-8400 Chiesa	3.90	Acre		X		X		X		15	\$ 427.00	\$ 6,405.00
7	Lakeshore Drainage ROW - 6100 Lakeshore	1,412	Sq Ft		X		X		X		15	\$ 60.00	\$ 900.00
8	Point Royale dead end ROW - 509 Point Royal	366	Sq Ft		X		X		X		15	\$ 60.00	\$ 900.00
9	Silverthorn Alley - 8700 Brook Hollow	3,774	Sq Ft		X		X		X		15	\$ 60.00	\$ 900.00
10	Maui Drainage - 7714 Maui	4,931	Sq Ft		X		X		X		15	\$ 60.00	\$ 900.00
11	Oak Hollow Alley - 9102 Oak Hollow	7,186	Sq Ft		X		X		X		15	\$ 60.00	\$ 900.00
12	Yeager from Elm Grove to Waterview - 3600 Elm to Waterview	15,279	Sq Ft		X		X		X		15	\$ 60.00	\$ 900.00
13	Princeton Rd. to Liberty Grove to dead end 7100-8600 Princeton/8800-9500 Old Princeton (Private Drive)	0.86	Acre	X		X			X		15	\$ 235.00	\$ 3,525.00
14	Elm Grove from Liberty Grove to Vinson - 4000 Elm Grove	1.94	Acre				X		X		15	\$ 212.00	\$ 3,180.00
15	Vinson from Elm Grove to Stonewall - 3200 Stonewall	0.83	Acre				X		X		15	\$ 91.00	\$ 1,365.00
16	Stonewall from Vinson to City limits sign - 3200 Stonewall	17,342	Sq Ft				X		X		15	\$ 60.00	\$ 900.00
17	7800 Lakeview/5900 Canterbury NW corner - drainage swell by railing	1,062	Sq Ft				X		X		15	\$ 60.00	\$ 900.00
18	190 Tollway ROW	10.34	Acre	X			X		X		15	\$ 1,883.00	\$ 28,245.00
19	Liberty Grove/George Bush to Princeton	3.61	Acre				X		X		15	\$ 395.00	\$ 5,925.00
20	University drainage north of Halifax - 3600 University - 4200 Halifax	4,238	Sq Ft				X		X		15	\$ 60.00	\$ 900.00
21	Dexham Rd from Lakeview Pkwy - 5400 Dexham (Hwy 66) to Miller Rd	3.07	Acre				X		X		15	\$ 336.00	\$ 5,040.00
22	Main St from Kirby to lake - Main St. 4700 to lake - to 4600 Centennial ROW	0.65	Acre	X			X		X		15	\$ 119.00	\$ 1,785.00
23	David Alley (David & Smartt) - David 3000/Smartt 4000	0.17	Acre				X		X		15	\$ 60.00	\$ 900.00
24	Miller Rd from Skyline to bridge - Skyline to 3600 - to Miller Bridge, Kirby to bridge	66,120	Sq Ft	X		X			X		15	\$ 415.00	\$ 6,225.00
25	Chaha Road - 4100 Traci Road	1.07	Acre		X		X		X		15	\$ 117.00	\$ 1,755.00
26	Century Drive by Bridge - 2909 Century	0.88	Acre		X		X		X		15	\$ 97.00	\$ 1,455.00
27	Lot next to Firestation 1 - 3900-4000 Miller - back to tree Line rough cut (see Jen)	37,029	Sq Ft	X			X		X		15	\$ 155.00	\$ 2,325.00
28	Martin Lot 66 - 6000 Lakeview & 5200 Martin SE corner lot	21,993	Sq Ft	X			X		X		15	\$ 92.00	\$ 1,380.00
29	PGBT frontage South of Miller Rd.	1.25	Acre		X		X		X		15	\$ 137.00	\$ 2,055.00
30	Shipp Road at Lake - 6800 Shipp Road & Lakeview	0.44	Acre		X		X		X		15	\$ 60.00	\$ 900.00
31	Denver & Davis Green Belt - 9100 Shipman to Cullins Elementary	2.90	Acre		X		X		X		15	\$ 317.00	\$ 4,755.00
32	Woodside Green Belt - 8200 Highgate to 5100 Dalrock	3.61	Acre		X		X		X		15	\$ 395.00	\$ 5,925.00
33	Chiesa from Lakeview Pkwy - 5500 Chiesa - 1900 Chiesa	8.08	Acre		X		X		X		15	\$ 883.00	\$ 13,245.00
34	Bermuda Green Belt from Schrade to Miller Road - 8700 Miller - 7900 Tidewater to 4300 Delta to 4000 Channel to 7600 Bayview	9.26	Acre	X			X		X		15	\$ 1,687.00	\$ 25,305.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 8144 Walnut Hill Lane, 16th Floor Dallas TX 75231	CONTACT NAME: Rita Clausen PHONE (A/C, No, Ext): 972-770-1600 E-MAIL ADDRESS: Rita.Clausen@MarshMMA.com	FAX (A/C, No):
INSURED Good Earth Corporation 7922 Forney Rd Dallas TX 75227	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Texas Mutual Insurance Company	22945
	INSURER B : Westchester Surplus Lines Insurance Co	10172
	INSURER C : National Indemnity Company	20087
	INSURER D : Landmark American Insurance Company	33138
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 773075746

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ 25,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:			G48762608001	8/1/2025	8/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			73APB012180	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☐ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$			LHA608223	8/1/2025	8/1/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	0001175269	8/1/2025	8/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Contractors Equipment Policy # UM00218123MA25A - Leased/Rented Equipment \$100,000
Excess Umbrella Policy # P03XC0000088320 - Aggregate/Occurrence \$2,000,000

Additional Insured form #CGL121 edition 02/21 applies to the General Liability policy.
Additional Insured form #CGL088 edition 02/21 applies to the General Liability policy.
Waiver of subrogation form #CGL088 edition 02/21 applies to the General Liability policy.
Primary & Non-Contributory form #CG7323 edition 12/16 applies to the General Liability policy.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Rowlett
4000 Main St
Rowlett TX 75088

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Good Earth Corporation 7922 Forney Rd Dallas TX 75227	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Additional Insured form #CAU058 edition 05/19 applies to the Automobile Liability policy.

Waiver of subrogation form #CAU058 edition 05/19 applies to the Automobile Liability policy.

Automatic Insured - Primary & Non-Contributory form # CAU082 edition 01/15 applies to the Automobile Liability policy.

Notice of Cancellation (30) Days form #IL060 edition 07/13 applies to the General Liability, Auto Liability, and Umbrella Liability policy.

Notice of Cancellation (30) Days form WC420601 applies to the Workers Compensation Policy.

Waiver of subrogation form # WC420304B applies to the Workers Compensation policy.

Waiver of subrogation form # CU2480 edition 12/19 applies to the Umbrella Liability policy.

Automatic Insured - Primary & Non-Contributory form # UMB179 edition 07/09 applies to the Umbrella Liability policy.

The General Liability policy includes a blanket additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains an endorsement with "Primary and NonContributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Automobile liability policy includes waiver of subrogation wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Worker's Compensation policy includes a waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

CSP 2025-162-A
MOWING SERVICES: SECTION III – RIGHTS OF WAYS AND ALLEYS; SECTION IV – PARK LAND; AND
SECTION V – UTILITY STATIONS
PROPOSAL CERTIFICATION FORM

By submitting a proposal, the Consultant certifies that the Standard Terms and Conditions for Procurements, the CSP requirements, and all issued Addendums have been read and are fully understood, and it's the Consultant's intent to enter into negotiations for a contract for Strategic Planning Services. Consultant agrees to abide by the terms and statutory requirements governing the solicitation process.

All addenda shall be issued in written form by the Purchasing Office. The City is not bound by any oral representations, clarifications, or changes made in connection to the CSP by the City's employees, agents or consultants unless in the form of a properly issued Addendum.

The failure of the Consultant to contact the Owner to determine the issuance of any Addenda, or to acknowledge receipt of any and all of the Addenda issued in connection with this project, shall entitle the City, at its sole discretion, to (i) reject the proposal of the Consultant as being non-responsive, or (ii) to accept the proposal of the Consultant, in which event the Consultant agrees to be bound by all of the terms and conditions of each unacknowledged Addendum.

A. FIRM INFORMATION

Legal Name of Vendor: GOOD EARTH CORPORATION

Tax ID Number: 75-2345989 Telephone No: 214-381-5899 EXT 212

State of Formation: TEXAS Year of Formation: 1990

Address: 7922 FORNEY RD. DALLAS, TX 75227

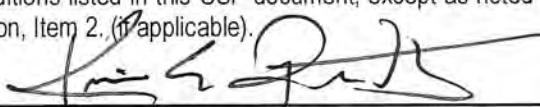
Contact Name and Title: KEVIN POINTS

Contact Phone No: 214-381-5899 EXT 212

Contact Email Address: KPOINTS@GOODEARTH-INC.COM

B. CERTIFICATION

I certify that I have the legal authority to bind the Consultant listed above, and I further certify that there are no objections to any of the terms and conditions listed in this CSP document, except as noted in Article IX. Submittals, Section G, Additional Information, Item 2, (if applicable).

Signature of Authorized Representative: 

Printed Name and Title of Authorized Representative: KEVIN POINTS, COO

Date of Certification: 8/20/2025

Meeting Date: 11/4/2025

Agenda Item: 7.A.

Title

Consider action to adopt a resolution to appoint a candidate(s) to fill Place 4 and Place 5 on the Board of Directors of the Rockwall County Central Appraisal District (CAD).

Staff Representative

Jeff Winget, Mayor

Executive Summary

The Rockwall County CAD has Place 4 and Place 5 open on its Board of Directors and has provided a ballot for the City to cast their vote(s).

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 GOVERN TRANSPARENTLY & INCLUSIVELY	1.6 Actively educate, engage, and communicate with the community through a variety of channels.

Background Information

On October 15, 2025, Mayor Winget received notice from Rockwall County CAD regarding the election of Place 4, previously held by Richard Koepke, and Place 5, previously held by Sedric Thomas, to the CAD Board of Directors. The letter further identified the number of votes allocated to Rowlett as 46 of the 2,000 total votes.

Discussion

A ballot is prepared and attached that will list all eligible nominees and will include a column for the name of the voting entity, along with a column for the number of votes cast. The taxing unit should complete the number of votes cast for the nominee or nominees. The taxing unit may only cast the total number of votes to which their taxing unit is entitled (46). Votes may be cast for one person or divided among multiple nominees.

Financial/Budget Implications

N/A

Recommended Action

Council may adopt a resolution casting a ballot for one or two nominees for Place 4 and Place 5.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS
CASTING THE CITY'S BALLOT FOR CANDIDATES TO FILL VACANCIES ON THE
BOARD OF DIRECTORS OF THE ROCKWALL COUNTY CENTRAL APPRAISAL
DISTRICT, PLACES 4 AND 5; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Chief Appraiser for the Rockwall County Central Appraisal District has provided the participating tax units eligible to vote with the ballot for the election of members of the Board of Directors of the Rockwall County Central Appraisal District, Places 4 and 5 in accordance with the Texas Property Tax Code; and

WHEREAS, the City Council desires to cash its votes for the candidates as set forth on the attached ballot;

NOW, THEREFORE, BE IT RESOLED BY THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS THAT:

SECTION 1: The City Council of the City of Rowlett, Texas does hereby cast its 46 votes in accordance with and as indicated on the attached ballot, for members of the Rockwall County Central Appraisal District Board of Directors, Places 4 and 5.

SECTION 2: This resolution shall become effective immediately from and after its passage.

Attachments

1. Exhibit A - RCAD Ballot

Board of Directors Ballot

Rockwall Central Appraisal District Board of Directors

Nominee	Name of Voting Entity	Number of Votes Cast
David Billings		
Anthony Crawford		
Richard Koepke		
Sedric Thomas		

Ballots must be returned before December 15, 2025.



City of Rowlett City Council Agenda Item

Meeting Date: 11/4/2025

Agenda Item: 7.B.

Title

Consider action to adopt a resolution to appoint a candidate(s) to fill openings on the Board of Directors of the Dallas County Central Appraisal District (CAD).

Staff Representative

Jeff Winget, Mayor

Executive Summary

The Dallas County CAD has two openings on its Board of Directors and has provided a ballot for the City to cast their vote(s).

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 GOVERN TRANSPARENTLY & INCLUSIVELY	1.6 Actively educate, engage, and communicate with the community through a variety of channels.

Background Information

On October 15, 2025, Mayor Winget received notice from Rockwall County CAD regarding the election of Place 4, previously held by Richard Koepke, and Place 5, previously held by Sedric Thomas, to the CAD Board of Directors. The letter further identified the number of votes allocated to Rowlett as 46 of the 2,000 total votes.

Discussion

A ballot is prepared and attached that will list all eligible nominees and will include a column for the number of votes cast. The taxing unit should complete the number of votes cast for the nominee or nominees. The taxing unit may only cast the total number of votes to which their taxing unit is entitled (14). Votes may be cast for one person or divided among multiple nominees.

Financial/Budget Implications

N/A

Recommended Action

Council may adopt a resolution casting a ballot for one or two nominees for the Dallas CAD Board of Directors.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS

CASTING THE CITY'S VOTES FOR MEMBER(S) OF THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Chief Appraiser has provided a ballot to the participating taxing units eligible to vote for nominees for the Appraisal District Board of Directors in accordance with the Teas Property Tax Code; and

WHEREAS, the City of Rowlett has 14 votes it may cast for one or more of the nominees for Appraisal District Board of Directors;

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

SECTION 1: The City Council of the City of Rowlett Texas does hereby cast its votes in accordance with the attached ballot, for the member(s) of the Board of Directors of the Dallas Central Appraisal District.

SECTION 2: This resolution shall become effective immediately from and after its passage.

Attachments

1. Exhibit A - DCAD Ballot
2. Attachment One - Dallas CAD Board Election Appointment

Exhibit A

Dallas Central Appraisal District Official Ballot Election of Members to the Board of Directors

Below are the candidates for appointment to the two (2) positions on the Board, listed alphabetically. Please indicate your taxing unit's vote(s) by entering the number of votes to the right of the candidate(s) of choice.

Nominee Name	Votes
Kevin Carbo, Sr.	
Johnnae' Cortez	
John Cote	
Clyde Hairston	
Marion Hamilton	
Carter Holton	
Pauline Medrano	
Elishima Myles	
Larry Offutt	
William David Palmer	
Cassandra Phillips	
America Rodriguez	
Yemi Salau	

Submit this official ballot before December 15, 2025, to Chief Appraiser, Shane Docherty, via email DcadElections@dcad.org and mail a hardcopy to Shane Docherty, Executive Director/Chief Appraiser, 2949 N. Stemmons Fwy., Dallas, Texas 75247.

Please attach this ballot to the resolution passed by your taxing unit authorizing the taxing unit vote.



**Dallas Central
Appraisal District**

Date: October 28, 2025

To: Jeff Winget, Mayor, City of Rowlett | jwinget@rowlett.com
Sent Via Email

From: Shane Docherty, Executive Director/Chief Appraiser

Re: Election Ballot for Dallas Central Appraisal District Board of Directors CORRECTED
Number of Votes Allocated To: Rowlett is 14

I have received all timely submitted nominating resolutions to elect members to the Dallas Central Appraisal District Board of Directors. I have prepared the attached sample Resolution and Ballot listing the candidate alphabetically according to the first letter of each candidate's surname, as required by Texas Property Tax Code Section 6.03(j). There are 13 nominees on the official ballot.

The governing body of each taxing unit entitled to vote must cast its votes in an open meeting by resolution and submit the resolution ballot to the Dallas CAD Chief Appraiser **BEFORE** December 15, 2025 (except taxing units with 100 or more votes). In addition to your taxing unit's votes being provided in the Subject line of this memo, an attachment has been provided showing the number of votes for each county, city, school district and college district that is entitled to vote.

The governing body of each taxing unit entitled to cast at least five percent of the total votes (taxing units with 100 votes or greater) must determine its vote by resolution adopted at the FIRST or SECOND open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser not later than the THIRD day following the date the resolution is adopted.

Please submit the resolution ballot both by email (DcadElections@dcad.org) as well as hardcopy via mail, courier or hand delivery. Taxing units may cast its votes for one candidate or distribute their votes among any number of the candidates listed on the attached official ballot (Page 4).

The Chief Appraiser will count the votes and declare the two candidates who received the largest cumulative votes as elected and submit the results before December 31, 2025, to each of the taxing units and to the candidates.

In addition to the sample resolution, ballot and taxing unit voting entitlement list, are the biographies/resumes provided by the candidates and taxing units.

The remaining steps in the appointment process and calendar as prescribed by Texas Property Tax Code Section 6.03 is summarized below:

- Before December 15: In accordance with Texas Property Tax Code Section 6.03 (k) each taxing unit that is entitled to vote shall determine its vote by resolution and submit the same to the Chief Appraiser.
- Before December 31: In accordance with Texas Property Tax Code Section 6.03 (k) the Chief Appraiser will count the votes, declare the two candidates who received the largest cumulative vote totals elected, and submit the results to each taxing unit in the District and to the candidates.
- On January 1 the two appointed members take office and begin serving a 4-year term, 2026-2029.

If you have any questions about this process, please contact Deputy Chief Appraiser, Cheryl Jordan, via email at DcadElections@dcad.org or her direct line, 214-819-2312, or the District's main number, 214-631-0520.

Enclosures/Attachments: Sample Resolution; Ballot; Voting Entitlement List; Candidate Biographies/Resumes

RESOLUTION NO. 2025- _____

A RESOLUTION OF {insert governing body e.g., city council, school board, commissioners court} OF THE {insert name of jurisdiction}, CASTING ITS VOTE FOR A MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Chief Appraiser has provided the participating taxing units eligible to vote the nominees for the Appraisal District Board of Directors in accordance with the Texas Property Tax Code;

NOW, THEREFORE, BE IT RESOLVED BY THE {insert governing body e.g., city council, school board, commissioners court}:

Section 1. That the {insert governing body e.g., city council, school board, commissioners court} of {insert name of the jurisdiction} does hereby cast its votes in accordance with the attached ballot, for a member of the Board of Directors of the Dallas Central Appraisal District.

Section 2. That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the {insert the name of the governing body} of the {insert the name of the jurisdiction}, on this the ____ day of December 2025.

PASSED, APPROVED AND ADOPTED this ____ day of _____ 2025.

Insert NAME OF JURISDICTION

MAYOR/PRESIDENT/COUNTY JUDGE

ATTEST:

Dallas Central Appraisal District Official Ballot
Election of Members to the Board of Directors

Below are the candidates for appointment to the two (2) positions on the Board, listed alphabetically. Please indicate your taxing unit's vote(s) by entering the number of votes to the right of the candidate(s) of choice.

Nominee Name	Votes
Kevin Carbo, Sr.	
Johnnae' Cortez	
John Cote	
Clyde Hairston	
Marion Hamilton	
Carter Holton	
Pauline Medrano	
Elishima Myles	
Larry Offutt	
William David Palmer	
Cassandra Phillips	
America Rodriguez	
Yemi Salau	

Submit this official ballot before December 15, 2025, to Chief Appraiser, Shane Docherty, via email DcadElections@dcad.org and mail a hardcopy to Shane Docherty, Executive Director/Chief Appraiser, 2949 N. Stemmons Fwy., Dallas, Texas 75247.

Please attach this ballot to the resolution passed by your taxing unit authorizing the taxing unit vote.

Dallas Central Appraisal District 2025 Calculation of Taxing Unit Votes for Board of Directors Per Texas Property Tax Code Section 6.03(d)									
SUPPLEMENTAL #09-2024 EVR DATED 09/4/2024 FOR TAX YEAR 2024 FOR ALL ENTITIES									
ENTITY	2024 Taxable Value As of 09-2024 Supplemental	2024 Tax Rate	2024 Estimated Taxes Imposed	Taxing Unit Percentage of Total Taxes Imposed	1,000 Multiplier	Round	Multiply by Number of Directors (2)	2025 Taxing Unit Voting Entitlement	Taxing Unit Percentage of Total Votes (Yellow Highlight ≥ 5%) TPTC 6.03(k-1)
COUNTYWISE ENTITIES									
Dallas County	\$416,443,435,417	0.215500	\$897,435,603	10.86226%	108.62262	109	218	218	10.88911%
Dallas College	426,915,850,533	0.105595	\$450,801,792	5.45635%	54.56355	55	110	110	5.49451%
GRAND TOTAL OF COUNTYWISE	\$843,359,285,950		\$1,348,237,396	16.31862%	163.18616	163	328	328	
CITIES									
Addison	\$6,473,963,723	0.609822	\$39,479,655	0.47785%	4.77849	5	10	10	0.49950%
Balch Springs	2,058,989,412	0.794629	\$16,361,327	0.19803%	1.98032	2	4	4	0.19980%
Carrollton	10,309,498,743	0.538750	\$55,542,424	0.67227%	6.72267	7	14	14	0.69930%
Cedar Hill	6,537,656,328	0.636455	\$41,609,241	0.50362%	5.03624	5	10	10	0.49950%
Cockrell Hill	233,643,105	0.695086	\$1,624,021	0.01966%	0.19657	0	0	0	0.00000%
Combine	27,826,346	0.350000	\$97,392	0.00118%	0.01179	0	0	0	0.00000%
Coppell	11,461,852,683	0.458632	\$52,567,724	0.63626%	6.36262	6	12	12	0.59940%
Dallas	204,668,252,776	0.704700	\$1,442,297,177	17.45708%	174.57085	175	350	350	17.48252%
DeSoto	7,870,705,758	0.684934	\$53,909,140	0.65250%	6.52498	7	14	14	0.69930%
Duncanville	3,942,984,246	0.614834	\$24,242,808	0.29343%	2.93427	3	6	6	0.29970%
Farmers Branch	9,979,772,798	0.543500	\$54,240,065	0.65650%	6.56504	7	14	14	0.69930%
Ferris	31,223,641	0.534800	\$166,984	0.00202%	0.02021	0	0	0	0.00000%
Garland	26,599,868,293	0.689746	\$183,471,528	2.22068%	22.20678	22	44	44	2.19780%
Glenn Heights	986,790,869	0.565015	\$5,575,516	0.06748%	0.67484	1	2	2	0.09990%
Grand Prairie	14,268,823,626	0.660000	\$94,174,236	1.13985%	11.39854	11	22	22	1.09890%
Grapevine	503,956,111	0.241165	\$1,215,366	0.01471%	0.14710	0	0	0	0.00000%
Highland Park	9,400,619,935	0.208550	\$19,604,993	0.23729%	2.37292	2	4	4	0.19980%
Hutchins	1,556,141,852	0.630082	\$9,804,970	0.11868%	1.18676	1	2	2	0.09990%
Irving	42,014,585,664	0.589100	\$247,507,924	2.99575%	29.95753	30	60	60	2.99700%
Lancaster	6,631,932,334	0.604606	\$40,097,061	0.48532%	4.85321	5	10	10	0.49950%
Lewisville	135,776,953	0.422435	\$573,569	0.00694%	0.06942	0	0	0	0.00000%
Mesquite	15,186,970,290	0.690000	\$104,790,095	1.26834%	12.68344	13	26	26	1.29870%
Ovalla	49,955,648	0.626213	\$312,829	0.00379%	0.03786	0	0	0	0.00000%
Richardson	15,112,495,539	0.542180	\$81,936,928	0.99174%	9.91737	10	20	20	0.99900%
Rowlett	7,985,870,053	0.769691	\$61,466,523	0.74397%	7.43970	7	14	14	0.69930%
Sachse	2,933,206,549	0.650416	\$19,078,045	0.23091%	2.30914	2	4	4	0.19980%
Seagoville	1,454,324,423	0.710932	\$10,339,258	0.12514%	1.25143	1	2	2	0.09990%
Sunnyvale	2,119,907,156	0.453000	\$9,603,179	0.11623%	1.16234	1	2	2	0.09990%
University Park	11,695,176,346	0.229964	\$26,894,695	0.32552%	3.25524	3	6	6	0.29970%
Wilmer	2,373,302,778	0.432143	\$10,256,062	0.12414%	1.24136	1	2	2	0.09990%
Wylie	264,974,797	0.534301	\$1,415,763	0.01714%	0.17136	0	0	0	0.00000%
GRAND TOTAL OF CITIES	\$424,871,048,775		\$2,710,256,498	32.80404%	328.04042	328	654	654	
SCHOOL DISTRICTS									
Carrollton-FB ISD	\$27,289,093,397	0.983600	\$268,415,523	3.24881%	32.48812	32	64	64	3.19680%
Cedar Hill ISD	6,069,916,206	1.127900	\$68,462,585	0.82865%	8.28648	8	16	16	0.79920%
Coppell ISD	18,652,862,790	1.002600	\$187,013,602	2.26355%	22.63550	23	46	46	2.29770%
Dallas ISD	195,327,449,741	0.997235	\$1,947,873,693	23.57641%	235.76415	236	472	472	23.57642%
DeSoto ISD	5,291,507,331	1.065200	\$56,365,136	0.68222%	6.82225	7	14	14	0.69930%
Duncanville ISD	7,197,014,578	1.105700	\$79,577,390	0.96318%	9.63178	10	20	20	0.99900%
Ferris ISD	64,238,971	1.140800	\$732,838	0.00887%	0.08870	0	0	0	0.00000%
Garland ISD	33,132,872,622	1.050900	\$348,193,358	4.21442%	42.14416	42	84	84	4.19580%
Grand Prairie ISD	13,875,271,518	1.057700	\$146,758,747	1.77632%	17.76319	18	36	36	1.79820%
Grapevine-Colleyville ISD	511,644,897	0.923300	\$4,724,017	0.05718%	0.57178	1	2	2	0.09990%
Highland Park ISD	23,378,147,635	0.866900	\$202,665,162	2.45299%	24.52992	25	50	50	2.49750%
Irving ISD	22,750,859,055	1.015900	\$231,125,977	2.79747%	27.97472	28	56	56	2.79720%
Lancaster ISD	6,109,744,509	1.224400	\$74,807,712	0.90545%	9.05448	9	18	18	0.89910%
Mesquite ISD	15,036,507,363	1.096900	\$164,935,449	1.99632%	19.96324	20	40	40	1.99800%
Richardson ISD	35,774,202,646	1.105200	\$395,376,488	4.78551%	47.85505	48	96	96	4.79520%
Sunnyvale ISD	2,227,430,907	1.186900	\$26,437,377	0.31999%	3.19989	3	6	6	0.29970%
GRAND TOTAL OF ISD'S	\$412,688,764,166		\$4,203,465,055	50.87734%	508.77341	509	1,020	1,020	
GRAND TOTAL			\$8,261,958,949	100.00000%	1,000.00000	1,000	2,002	2,002	100.00%
Per TPTC 6.03 (k-1) TU with 5% or greater:									
6.03(k-1) This subsection applies only to an appraisal district established in a county with a population of 120,000 or more. The governing body of each taxing unit entitled to cast at least five percent of the total votes must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser not later than the third day following the date the resolution is adopted.									

Kevin Carbo

Biography of a Servant Leader

My name is Kevin Carbo. I was born in New York, lived in Puerto Rico and moved to Texas in 1984. I have lived in Texas most of my life and this is home.

I earned a bachelor's degree in finance from Dallas Baptist University and an MBA from the University of Dallas. I was employed at Dallas Love Field as a Manager II and have worked in the banking and insurance industries. My wife, Jossie, and I have two children that were educated through the Mesquite ISD system, and we enjoy our six grandchildren. I currently work for the City of Mesquite.

My involvement with leadership in MISD began in the 1990s as a PTA parent where I ultimately served as first vice-president of the Mesquite Council of PTA's. I have been blessed to participate and lead several programs. For example:

- Current: School Board Trustee for Mesquite ISD since 1996 (29 years)
- 1998 graduate of Leadership TASB – Attained the designation of Master Trustee
- Current: Director of the Texas Association of School Boards BOD (7 years)
- Current: Vice-Chair of the Dallas Central Appraisal District BOD
- Current: Board member of the Mesquite Heart Association (4 years)
- Past-President of NTAASB (2 Years).
- Served on the Risk Management Fund Board for 12 years, including the last five years I served as Chairman of the BOD.
- Served as Chair of the National Hispanic Council (a Council of NSBA, 3 years)
- Sat as a Director on the National School Board Association (NSBA) BOD
- President of a Local Bowling league (13 years)
- Served as Chairman of Circle Ten Tomahawk District for three (3) years
- Coached youth baseball and soccer leagues
- Served my Church as a youth leader
- Keynote speaker at Jr. ROTC banquets and other school functions.
- Keynote speaker for Concilio which is an association that helps school kids, and their parent better understand the rigors of school life and wait awaits after graduation.

I am active in the community by attending and presenting information in forums, town hall meetings and local club meetings.

My passion has always been to help others do better. I love the job I am doing for Texas Public Education, and I firmly believe that the work we do is of the utmost importance to the future of our State and Country.

Thank you for the privilege of your time.

Respectfully,

Kevin Carbó

Johnnaé Cortez, MSSW

Lancaster Independent School District

School Board Trustee – District 3

Johnnaecortez@LancasterISD.org

469-552-5593



Johnnaé Cortez was born in Omaha, Nebraska where she learned at an early age she wanted to help people. At the age of six her family moved to the Great State of Texas where she has made her home. Johnnaé graduated with honors from The High School for Health Professions and later graduated with a double major in Psychology and Social Work from East Texas State University in Commerce, Texas. In December of 2008, Cortez received her Master of Science in Social Work Degree from the University of Texas at Arlington 3 days before giving birth to her now sixteen-year-old son and Lancaster ISD Early College Student.

Johnnaé retired in August of 2025 after 27 years of service with the **Texas Department of Family & Protective Services**. Johnnaé has been a social worker for over 30 years serving our most vulnerable citizens of Texas. Throughout her career with Child Protective Services, she has had the opportunity to use crisis intervention skills and community networking to build better community foundations of support. Johnnaé has worked in the field of investigations as a forensic interviewer, an in-home family service assessor, grant writer, and mediator. She is a Subject Matter Expert in the field of child abuse and neglect, family violence, and crisis intervention. Cortez has received many accolades and awards in the areas of child maltreatment and community social service work, impacting the misfortunate and weak. Johnnae is no stranger to crisis. In 2008, she worked as an investigator in the largest child welfare case in Texas history, Hurricane Katrina, Hurricane Harvey, and most recently the COVID-19 pandemic. Johnnae sees matters from “a different lens” and turns a crisis into opportunities to network with other front-line providers and identify resources for impacted children, families, and other vulnerable populations.

Johnnae is a long-standing member of St. Paul Baptist Church. She is a 32-year member of Delta Sigma Theta Sorority Incorporated. Johnnaé is a pillar in the Lancaster Community without pause. She is a Charter Member of the Lancaster New Centennial Lions Club and the past President of the Lancaster Middle School PTA where she chartered. She serves on the Lancaster ISD Capital Outlay Committee and in 2018 was appointed to the Lancaster ISD School Health Advisory Council after her advocacy in 2017 for Lancaster ISD students receiving a much-needed medical device. She has spent countless hours volunteering within Lancaster ISD and advocating for all students and families. On May 3, 2025, Johnnae Cortez was elected as the Lancaster ISD School Board Trustee for District 3. Johnnaé takes personal interest in preserving and improving the overall quality of Lancaster ISD and will ensure families and the community have a voice (as partners) in ensuring all students receive a quality education.



CLYDE C. HAIRSTON

Mayor, City of Lancaster

EDUCATION

DOCTORATE OF RELIGIOUS PHILOSOPHY (PH.D)

TABERNACLE BIBLE COLLEGE
-TAMPA FL

MASTERS OF DIVINITY

TABERNACLE BIBLE COLLEGE
-TAMPA FL

BACHELORS OF ARTS IN BIBLICAL STUDIES AND THEOLOGY

MINNESOTA GRADUATE
SCHOOL OF THEOLOGY
-BROOKLYN CENTER, MN

CERTIFICATE OF DIPLOMA IN BIBLICAL STUDIES AND THEOLOGY

DAYSPRINGS BIBLE COLLEGE
INSTITUTE AND SEMINARY
-TAMPA FL

CONTACT

Email: chairston@lancaster-tx.com
Phone: (469) 970-4432
Mailing Address: P.O. Box 940,
Lancaster, TX 75146

CAREER HIGHLIGHTS



Mayor Clyde C. Hairston has been a dedicated public servant and influential community leader in Lancaster, Texas, for over 33 years. His commitment to fostering unity and progress began with his appointment to the Human Relations Commission, a citizens' forum established to promote racial harmony within the city.

In a historic move, Mayor Hairston was appointed as Lancaster's first official Chaplain by city council resolution. He subsequently served as the District 5 City Councilmember for 11 years. During his tenure, he was elected by his peers to serve three consecutive terms as Deputy Mayor Pro Tempore. In May 2018, he was elected Mayor and is currently serving his second term, which extends through May 2027.

Mayor Hairston is a Certified Municipal Official (CMO) through the Texas Municipal League Institute (TMLI), having completed comprehensive training in Open Government, the Open Meetings Act, and the Public Information Act. In February 2021, he received additional TMLI certifications, including the Certificate of Recognition and the Certificate of Outstanding Accomplishment.

His extensive civic involvement includes service on the Lancaster Outreach Center Board of Directors and as Senior Chaplain for Dallas County Constable Precinct One from 2007 to 2010. He also led the Lancaster Interdenominational Ministerial Alliance (LIMA) as President for four years and currently serves as its Treasurer. Mayor Hairston is an active board member of the North Central Texas Housing and Finance Corporation (NCTHFC) and a member of the Metroplex Mayors Association.

Throughout his public service career, Mayor Hairston has contributed to numerous city boards and commissions, including the Library Board, Parks and Recreation (4B) Board, Airport Board, Museum Board, and Civic Service Commission. He was instrumental in the development of Meadowcreek Community Park, providing a vital recreational space for families and youth. From 2010 to 2018, he partnered with the Lancaster Independent School District (LISD) to support educational initiatives.

Mayor Hairston actively engages with the community through events such as the My Brother's Keeper Summit, aimed at empowering young men, and the Back to School Red Carpet Day, where he welcomes students at the start of the academic year. He firmly believes in the power of collective effort, often stating, "It's not about me, it's about we."

"It's not about me, it's about we" -**Mayor Clyde C. Hairston**



CLYDE C. HAIRSTON

Mayor, City of Lancaster

EDUCATION

**DOCTORATE OF RELIGIOUS
PHILOSOPHY (PH.D)**
TABERNACLE BIBLE COLLEGE
-TAMPA, FL

MASTERS OF DIVINITY
TABERNACLE BIBLE COLLEGE
-TAMPA, FL

**BACHELORS OF ARTS IN
BIBLICAL STUDIES AND
THEOLOGY**
MINNESOTA GRADUATE
SCHOOL OF THEOLOGY
-BROOKLYN CENTER, MN

**CERTIFICATE OF DIPLOMA IN
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DAYSPRINGS BIBLE COLLEGE
INSTITUTE AND SEMINARY
-TAMPA, FL

CONTACT

Email: chairston@lanaster-tx.com
Phone: (469) 970-4432
Mailing Address: P.O. Box 940,
Lancaster, TX 75146

PROFESSIONAL SUMMARY

Mayor of Lancaster, Texas, with 33+ years in local government and community engagement. Certified Municipal Official known for transparent, equitable, and strategic leadership.

WORK EXPERIENCE

■ JANUARY 1989-PRESENT

SENIOR PASTOR

MIRACLE TEMPLE FELLOWSHIP CHURCH

- Provide spiritual leadership and administrative oversight to Miracle Temple Fellowship Church, guiding its mission as the body of Christ. Lead in preaching, teaching, sacraments, worship, stewardship, and outreach.

■ SEPTEMBER 2009- JUNE 2017

PARTNER IN EDUCATION

LANCASTER INDEPENDENT SCHOOL DISTRICT

- Provided assistance to teachers and administrators throughout the district.

■ FEBRUARY 1989-JANUARY 1989

MEDIA DELIVERY DRIVER

DALLAS COUNTY SCHOOLS, MEDIA DEPARTMENT

- Delivered media materials to area school districts in Dallas County.

■ JANUARY 1988-JANUARY 1989

HOUSE SUPERVISOR-COMMUNITY CORRECTIONS PROGRAM

VOLUNTEERS OF AMERICA

- Monitored and managed daily operations of the residential program, ensuring compliance with VOA policies and procedures in the absence of senior staff.

■ JANUARY 1983-FEBRUARY 1985

VOLUNTEERS OF AMERICA

WEEKEND COORDINATOR

- Supervised 12 males with mental challenges, managed daily operations, monitored visits, and oversaw the facility.

COMMUNITY INVOLVEMENT

2024: Lancaster City Council Mayor, Third Term
2021: Lancaster City Council Mayor, Second Term
2018: Lancaster City Council Mayor, First Term
2006: Lancaster City Council Deputy Mayor Pro Tem, District 5
2003: Lancaster City Councilmember, District 5





Marion Hamilton, M.H.A./M.B.A., Manager of the Patient Liaison Services Office at UT Southwestern Medical Center Dallas. Ms. Hamilton is a native of Dallas, TX graduate of Business Management Center H.S. She earned her undergraduate degree from East Texas State/Texas A&M-Commerce and graduate degrees; Masters in Healthcare Administration and Masters in Business Administration from the University of Texas Dallas. Hamilton is a life learner and has a passion for children's education. She has been employed at UT Southwestern since 2005, spending the majority of her time in Clinical Affairs/President's Office and Ambulatory Administration. Throughout her tenure she has strived to excel in her career by participating in various programs/organizations such as Aspiring Leaders, AAE-BRG, and completed a dual Master's program offered by UTSW through UT Dallas. She was elected by colleagues to serve on the UTSW Employee Advisory Council (EAC) from 2018-2020 and continues to volunteer as an alumnus in various events held at the University.

Ms. Hamilton is charged with creating processes, policy implementation, oversight and developing/maintaining an annual budget for the Patient Liaison Services Office, which serves to facilitate patient access to health care specialists. Daily, she oversees/manages the work of departmental employees ensuring that patient's needs are being met. She accurately monitors fiscal and administrative tasks to ensure efficient and effective daily operations.

Currently, Ms. Hamilton serves as the Lancaster Independent School District Board President. She was elected May 2009 and has held all officer positions (President, Vice President, 2nd Vice President, Secretary) multiple times. Ms. Hamilton enjoys sharing her time and knowledge with the students, staff and the community that she resides in to ensure all needs are met academically and financially. Oversight, leadership and operations are her greatest strengths due to her professional career experiences.

Ms. Hamilton is a proud mother of two wonderful adult children Kerinthia Hamilton, MBA graduate of Lamar University and Jeremiah Solomon, BS graduate of Prairie View A&M University. Marion enjoys cooking, reading, traveling, and spending time with family and friends.

(/)

Elishima Myles' Bio

Elishima Myles, MBA, CCT, aPHR | Balch Springs, Texas

Workforce Development Leader | Strategic Program Director | Community Advocate

Elishima Myles is a results-driven and strategically focused professional with over two decades of leadership experience spanning from higher education, government, corporate finance, and workforce development. She currently serves as Workforce Development and Apprenticeship Project Coordinator Relationship Management at Dallas College, where she manages grant-funded initiatives, fosters employer partnerships, and aligns workforce programs with regional economic needs.

Her prior roles include Program Director for Workforce Development and Continuing Education at Dallas College, Talent and Development Specialist at TBK Bank, and Assistant Vice President at J.P. Morgan Chase. Across each role, she has demonstrated a consistent ability to drive operational efficiency, manage multimillion-dollar accounts, and enhance community engagement through innovative workforce solutions.

Elishima holds a Master of Business Administration from Texas A&M University-Commerce and a Bachelor of Science in Business Administration from the University of Southwestern Louisiana. She is also a commissioned Texas Notary Public and certified as an Associate Professional in Human Resources (aPHR), and Contract Training.

In addition to her professional work, Elishima is an active civic leader. She serves as a City Councilmember for the city of Balch Springs, TX, and holds board positions with the Inland Port of Dallas County Local Government Corporation, Leadership Southwest, and Building Better Bridges. Her commitment to community development, economic empowerment, and lifelong learning underscores her dedication to creating lasting impact across sectors.

Larry Offutt

6038 Bryan Parkway

Dallas, Texas 75206

My extensive experience in real estate, business ownership, leadership positions in multinational publicly-traded companies makes me highly qualified to serve on the Dallas Central Appraisal District Board.

1. Real Estate Expertise

- As an owner of both single-family and multifamily housing, I have practical, firsthand knowledge of property values, market trends, and the complexities of real estate transactions. This insight is invaluable when it comes to understanding how properties should be fairly appraised and taxed.

2. Understanding of Property Management

- Managing both single and multifamily properties requires knowledge of maintenance, investment strategies, tenant relations, and compliance with city, county and state property regulations. This background can help me to advocate for fair property tax assessments that reflect the realities of ownership and management.

3. Business Acumen

- Owning and operating both independent and publicly owned businesses gives me critical experience in financial management, budgeting, and strategic decision-making. These skills are directly transferable to overseeing the operations of the appraisal district, including approving budgets and ensuring fiscal responsibility.

4. Familiarity with Public and Private Sectors

- My experience in both independent and publicly owned businesses provides me with a unique perspective on public service, accountability, and transparency, which are essential qualities for someone serving on a public board.

5. Stakeholder Perspective

- As a property owner and business operator, I represent a broad spectrum of the community impacted by property appraisals. I understand the implications of property taxes on individual homeowners and business owners alike, which allows

me to advocate for fair, balanced policies that benefit both groups and the realities of governmental entities.

6. Commitment to Public Service

- Serving on the DCAD Board involves ensuring fairness in the appraisal process, which affects tens of thousands of property owners. My business and real estate experience demonstrate a capacity for leadership, making me an ideal candidate to contribute to the community through the board.

My combined experience in real estate, business ownership and governmental affairs positions me to bring valuable insights and a balanced perspective to the DCAD Board and the citizens it serves.

Community and Volunteer

Dallas City Commissioner appointed by Dallas City Council- Landmark Commission Oct 2021 - Present

Founding Member - Remember Black Dallas -Jan 2019 - Present · Civil Rights and Social Action

City of Dallas Emergency Management (FEMA) Dec 2016 - Present

Founder & Member - Historic Preservation League (now Preservation Dallas)

Member- Supporter – Dallas NAACP

Founder & Member - Swiss Ave Historic District

Founding and Current Member – Friends of Aldredge House Museum

Dallas County Park Board

Member - Supporter - The Southern Poverty Law Center

Member-Supporter – National Council of Jewish Women Dallas

WM. DAVID PALMER

(214) 557-8406 david.palmer1@verizon.net

Chief Executive, General Counsel, Manufacturing and Distribution

EXECUTIVE PROFILE

Visionary executive and strategic leader with a distinguished record of driving business growth, operational excellence, and regulatory compliance. Proven ability to build and scale companies. Lead high-performing teams and optimize manufacturing and logistics operations. Expertise spans manufacturing and distribution operations, financial management, cost accounting, legal and regulatory frameworks, and executive decision-making. Recognized for fostering a culture of integrity, innovation, and continuous improvement.

PROFESSIONAL EXPERIENCE

Systems and Operations Consultant

KEARNEY TRAILERS, LLC – Emory, TX

05/25 – Current

- Provide consulting in updating and refining ERP information systems and accounting practices for manufacturing utility trailers
- Provide organizational behavior consulting
- Improve data for management decision-making

President | Shareholder | Director

PREMARK HEALTH SCIENCE, INC. – Irving, TX

03/07 – 02/25

Business Leadership & Growth

- Founded and led contract manufacturing firm specializing in food, dietary supplement, and personal care cosmetic products.
- Expanded operations from 13,000 sq. ft. facility with 6 employees to a 74,815 square-foot state-of-the-art manufacturing plant with 54 employees.
- Diversified services from a flexible packaging tolling operation to full turn-key production and packaging of powders, capsules and liquids in both flexible and rigid packaging.
- Spearheaded technology upgrades from QuickBooks to QuickBooks Enterprise Manufacturing to NetSuite ERP for enhanced operational efficiency.
- Established and maintained a culture of compassion, quality, safety, and integrity, prioritizing employee development and business growth.
- Recognized in both the **Dallas 100** and **Aggie 100** in 2012.

Regulatory Compliance Excellence

- Maintained FDA registration as a Food, Cosmetic, and OTC Drug Manufacturer; and registrations with the Texas Department of State Health Services (TDSHS) as a Food, Drug, and Consumable Hemp Products Manufacturer.
- Implemented the newly adopted cGMP's (21 CFR 121) under the Dietary Supplement and Health Education Act (DSHEA) for Dietary Supplements beginning in 2009, and under the Food Safety Modernization Act (FSMA) for Food (21 CFR 117) in 2015.
- Led the company with commitment and dedicated hard work, to earn **NSF** certification for dietary supplement production and **SQF Quality/Level 3** certification for food manufacturing, both industry gold standards.

- Certified USDA Organic, Gluten Free (GFCO), Kosher and Halal. EU Dairy Certified and registered with Health Canada. All these registrations, certifications and company abilities can be viewed on the company's website www.premarkhs.com.

Consultant

STRATEGIC SOLUTIONS – Irving, TX

01/06 – 02/07

- Provided expert consulting in manufacturing and legal/regulatory compliance for companies in the nutritional and personal care industries.

President | Chief Operating Officer | Director

PROGRESSIVE LABORATORIES, INC. – Irving, TX

10/94 – 08/05

- Led operations, legal and regulatory affairs for a privately-owned, branded Practitioner line of dietary supplements, and began contract manufacturing of dietary supplements.
- Developed and implemented employee-focused training programs fostering a positive, high-performance culture contributing to consistent growth, averaging 14% annual revenue growth.
- Successfully navigated the new and complex regulatory landscape following Congressional passage of DSHEA in 1994, positioning the company for long-term compliance and success.

Legal & Accounting Career

- **Sole Practitioner, LAW OFFICE OF WM. DAVID PALMER** – Dallas, TX 04/90 – 10/94
- **Associate Attorney, RAY E. GREEN & ASSOCIATES, P.C.** – Dallas, TX 01/88 – 04/90
- **Associate Attorney/Law Clerk, NIELSEN & COMPANY, P.C.** – Dallas, TX 08/86 – 01/88
- **Senior Tax Accountant / Senior Auditor / Accounting Clerk, KRAFT FOODS COMPANY, INC.**
Garland TX and Chicago, IL 09/76 – 07/86

EDUCATION

Southern Methodist University, Dallas, TX

Master of Business Administration (Executive MBA Program)

May 2004

- Beta Gamma Sigma National Honorary Business Fraternity

DePaul University College of Law, Chicago, IL

Juris Doctor

January 1987

Southern Methodist University, Dallas, TX

Bachelor of Business Administration, Cum Laude

May 1982

- Major: Accounting
- Beta Alpha Psi National Honorary Accounting Fraternity
- Minor: Political Science

PROFESSIONAL MEMBERSHIPS

- Member, State Bar of Texas (15435950) 1987 - Present

COMMUNITY SERVICE & LEADERSHIP

- **Director**, Greater Irving – Las Colinas Chamber of Commerce 2001-2007
- **Director**, Irving Sister Cities 2012-2024
- **Commissioner**, City of Irving, Planning and Zoning Commission 2005-2012
- **Board Member**, City of Irving Tax Increment Investment Zone (TIF) No. 1 2012-2015
- **Councilman**, City of Irving, Place 8 At-Large 2015-2021

- Chaired the Planning and Development Committee, co-chaired the Boards and Commissions Appointments Committee
- Served on the Audit and Finance Committee, and the Transportation and Natural Resources Committee
- Acted as Council liaison to the National League of Cities and to the Irving Youth Council

PERSONAL:

Born May 25, 1958, at Methodist Hospital, Dallas TX. Married to Allyson since January 1983 and active in Boy Scouts with our three sons who are all Eagle Scouts. Friends of Scouting Chairman, Western Star District, 2005, 2006 and 2007.

Resume of:



Cassandra Phillips | REALTOR® | Leader | Advocate for Community and Education

With over two decades of experience in real estate and community leadership, **Cassandra Phillips** has built a career grounded in service, integrity, and a genuine passion for helping others. Licensed as a REALTOR® since 2001, she has held numerous influential roles within both the industry and her community—each reflecting her dedication to excellence and advocacy. Cassandra founded **Phillips Price Realty, Inc. (2005)** a firm built on integrity, service, and results — now proudly celebrating 20 years of helping clients achieve their real estate dreams. Her influence extends well beyond real estate.

Her leadership journey includes serving as a **Director for the Duncanville Chamber of Commerce (2006)**, Named **REALTOR® of the Year - SW Dallas Chapter of Women's Council of REALTORS (2006)**, **President of Bilhartz Elementary PTA (2008)**, and she twice served as **President of the Women's Council of Realtors®, Southwest Dallas Chapter (2008 & 2011)** and is a proud **Graduate of the Texas Realtors® Leadership Academy (Class of 2010)** she continues to elevate industry standards through service and example.

Her commitment to fair and equitable representation extends beyond real estate. As a past member of the **Board of Directors for the Dallas Central Appraisal District**, she played a key role in ensuring transparency and accuracy in property valuations. Elected to the **Duncanville ISD School Board in 2017- present**, Cassandra served as **Board President in 2020**, she remains deeply involved in shaping the educational future of her community.

Fun Facts:

She's an early riser and devoted **morning person**, a loyal **Apple user**, and a proud **mother of four** and **grandmother of three**, including the proud mom of a former professional football player. She doesn't drink soda, but she's full of energy—fueled by faith and a love for life. When she's not serving clients or her community, you'll find her **hiking, cycling, roller skating, walking, traveling or spending time with family**. Above all, she loves God and her family and believes in living a life of service, purpose, and gratitude.

America Rodriguez

101 Crockett Drive
Hutchins, TX 75141

214-301-1260
americarodriguez954@gmail.com

EDUCATION

Texas A&M University, College Station, Texas December 2022
Bachelor of Science in Agriculture Economics with a concentration in Finance and Real Estate
Cum Laude Honors

Envestnet Institute on Campus program Coursework completed in Spring 2021

- Broad-based training in asset and wealth management with an emphasis on managed solutions
- Learned the essential language of investment management and its ever-changing products and technologies

EXPERIENCE

City of Hutchins Council Member May 2025 – Present
Elected Official

- Create local laws to improve residents' quality of life and economic development in the city.
- Communicate with residents and city employees on city necessities and community projects.
- Approve budgets and oversee that city departments and services are effective and efficient.

BR Master Construction Dallas, TX November 2022 – Present
Operations Manager

- Oversee administrative and labor operations, day-to-day and quarterly necessities.
- Coordinate systems to effectively improve business processes.
- Manage training and compliance programs.

BR Master Construction Dallas, TX December 2018 – November 2022
Executive Assistant

- Coordinate schedules and communication between associates.
- Collect and develop reports for end of week and fiscal quarters, plus end-of-year earnings.
- Compute and coordinate weekly payroll and payroll projects.

ACTIVITIES

Keep Hutchins Beautiful Board August 2023 - Present
VP- Chair

- Create initiatives that beautify our city through hands-on projects and community outreach.
- Coordinate communication and processes to effectively complete programming.
- Work with national and local organizations to achieve beautification efforts.

Alpha Zeta Fall 2020 – Spring 2022
VP- Development / Censor

- Contact potential guest speakers and coordinate community outreach in the ag community.
- Coordinate with local committees and report at the national level.

SKILLS

- Can read, write, and speak proficient Spanish
- Advanced knowledge of QuickBooks and Canva
- Familiar with Microsoft Word and Microsoft Excel

Yemi Salau brings 15 years of rich experience in SAP and Project Management. Throughout this career, he has held key roles at renowned organizations, including IBM, Accenture, Verizon, CSC, Deluxe, General Dynamics, and PepsiCo. He has led significant projects for major clients, contributing to federal initiatives like the Logistics Modernization Program (LMP) and the US Navy Supply Command (NAVSUP), as well as being involved in Verizon's 5G rollout.

In 2023, Yemi was elected as a Council member for place 7 in Balch Springs. He earned his Bachelor of Science degree in Electrical Engineering from Farmingdale State University.

Beyond his professional pursuits, Yemi is actively engaged in community volunteering and enjoys traveling with his family. He is also a passionate reader, making time for literature whenever he can.



City of Rowlett City Council Agenda Item

Meeting Date: 11/4/2025

Agenda Item: 7.C.

Title

Conduct a Public Hearing regarding a request for an amendment to the Comprehensive Zoning Ordinance and Map of the City of Rowlett, Texas, as previously amended, for an approximately 0.283 acre parcel of real property situated out of the Charles D. Merrell Survey, Abstract No. 957 and being more commonly known as 6502 Windward View Drive, City of Rowlett, Dallas County, Texas, from Single-Family Residential –20/24 (SF-20) to Single-Family Residential – 8/18 (SF-8).

Staff Representative

Derek Hull, Director of Community Development

Executive Summary

Consider a request to rezone a 0.283 acre tract from Single Family Residential – 20/24 (SF-20) to Single Family Residential - 8/18 (SF-8) for property located at 6502 Windward View Dr.

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 STRENGTHEN NEIGHBORHOOD LIVABILITY	3.3 Invest in enjoyable places of lasting value and distinctive character. 3.4 Support efficient development patterns and communicate clear policy guidance.

Background Information

The subject property is located at 6502 Windward View Dr. It is currently undeveloped and is zoned Single-Family Residential- 20/24 (SF-20) with a minimum lot size of 20,000 sq. ft. The Future Land Use Plan (FLUP) portion of the City's Comprehensive Plan has designated the area for Medium Density Residential (MDR) development/use. With the current zoning, the lot does not meet the minimum lot size, and thus it cannot be developed without a zone change. Lots to the east within a Planned Development (PD) Zoning District have an underlying zoning of Single-Family Residential - 8/18 (SF-8) with a minimum lot size of 8,000 sq. ft.

Discussion

Discussion is included in the Take Action summary.

Financial/Budget Implications

No fiscal impact to City budget

Recommended Action

Open, conduct and close public hearing.

Attachments

None

Meeting Date: 11/4/2025

Agenda Item: 7.D.

Title

Consider action to adopt an ordinance approving an amendment to the Comprehensive Zoning Ordinance and Map of the City of Rowlett, Texas, as previously amended, by granting a change in zoning for an approximately 0.283 acre tract of real property out of the Charles D. Merrell Survey, Abstract No. 957, and being more commonly known as 6502 Windward View Drive, Rowlett, Dallas County, Texas from Single-Family Residential –20/24 (SF-20) to Single-Family Residential – 8/18 (SF-8).

Staff Representative

Derek Hull, Director of Community Development

Executive Summary

Consider an ordinance granting a request to rezone a 0.283 acre tract at 6502 Windward View Drive from Single Family Residential – 20/24 (SF-20) to Single Family Residential - 8/18 (SF-8).

Strategic Priority and Goal(s)

Strategic Priority	Strategic Goal
 STRENGTHEN NEIGHBORHOOD LIVABILITY	3.3 Invest in enjoyable places of lasting value and distinctive character. 3.4 Support efficient development patterns and communicate clear policy guidance.

Background Information

The subject property is located at 6502 Windward View Dr. It is currently undeveloped and is zoned Single-Family Residential- 20 (SF-20) with a minimum lot size of 20,000 sq. ft. The Comprehensive Plan has designated the area as Medium Density Residential (MDR) in the Future Land Use Plan (FLUP) map. With the current zoning, the lot does not meet the minimum lot size and cannot be developed without a zone change. Lots to the east within a Planned Development (PD) Zoning District have an underlying zoning of Single-Family Residential - 8 (SF-8) with a minimum lot size of 8,000 sq.ft. The lot has access via Windward View Drive and the applicant has expressed interest in using access to Windward View as the primary access. The surrounding lots are primarily platted as single-family residential lots.

According to the FLUP, this lot is surrounded by the following:

- To the west: Medium-Density Residential
- To the south: Medium-Density Residential
- To the east: Medium-Density Residential
- To the north: Medium-Density Residential

Discussion



Development Conditions

The primary access to the development is proposed from Windward View Drive. To enhance walkability, a 5-foot sidewalk will connect any future development to the adjacent, developed lots, running parallel to Windward View Drive. The street serving the lot has a right-of-way of 50 feet, deviating from the current 60-foot standard but sufficient for local residential streets. The lot is approximately 11,761 sq. ft. and abuts single-family neighborhoods to the east and south.

The proposed rezoning adheres to the regulations of the Single-Family (SF-8) District. The following table summarizes the proposed standards:

Regulations	SF-20 (Existing)	SF-8 (Proposed)
Minimum Lot size	20,000 sf	8,000 sf
Minimum Lot Width	120 feet	65 feet
Minimum Lot Depth	150 feet	110 feet
Minimum Front Setback	35 feet	25 feet
Minimum Side Setback	Greater of 10% of lot width or 7.5 feet	Greater of 10% of lot width or 7.5 feet
Minimum Rear Setback	Lesser of 30 or 20% of lot depth	Lesser of 30 or 20% of lot depth
Minimum Dwelling Unit / Building Area	2,400 sf	1,800 sf
Maximum Lot Coverage Percentage	45%	45%
Max. Height (ft.)	35 feet, or 2.5 stories	35 feet, or 2 stories

Zoning Change Consideration Criteria

Section 77-805 of the RDC states that recommendations and decisions on rezoning cases shall be based on consideration of the following criteria. Staff's commentary is set out below each criterion:

1. Whether the proposed rezoning corrects an error or meets the challenge of some changing condition, trend, or fact;

The proposed rezoning corrects the error of subsequent zoning actions by the City which created the current non-conformity.

2. Whether the proposed rezoning is consistent with the Comprehensive Plan and the purposes of this code stated in subchapter 77-103, Purpose of this Code;

The proposed rezoning is consistent with the City's Comprehensive Plan, which designates the subject property as Medium Density Residential. This category is intended for single-family residential development. Dwelling units may be attached or detached, but each unit should be located on its own lot. Uses ancillary to single family developments such as schools, parks, and similar are also considered appropriate.

Furthermore, as stated in RDC Subchapter 77-103, land use should emphasize promoting development consistent with the Comprehensive Plan, fostering compatible land uses, and ensuring the quality and character of development meet community standards. The proposed lot size and lower density is consistent with the established character, quality, and compatibility envisioned in the Comprehensive Plan and the existing neighborhood.

3. Whether the proposed rezoning will protect or enhance the health, safety, morals, or general welfare of the public;

The proposed rezoning is anticipated to have no adverse effects on the health, safety, morals, or general welfare of the public. The proposed development will enhance walkability of the neighborhood by extending a 5-foot sidewalk along the street.

4. Whether the municipality and other service providers will be able to provide sufficient transportation and utility facilities and services to the subject property, while maintaining sufficient levels of service to existing development;

The development will utilize existing water and wastewater infrastructure, supported by sufficient capacity along Windward View Drive.

5. Whether the proposed rezoning is likely to have significant adverse impacts on the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation;

No significant adverse impacts to the natural environment are anticipated. The design preserves natural habitats and green spaces.

6. Whether the proposed rezoning will have significant adverse impacts on other property in the vicinity of the subject tract;

The proposed zoning of SF-8 will allow for the site to be developed. The current lot does not meet the minimum lot size for the current zoning of SF-20 which requires a minimum of 20,000 sq. ft. Further, the Site Development Plan and Civil Plan reviews will ensure that no properties in the vicinity will be subject to any significant adverse environmental or municipal service impacts, including water runoff.

7. The suitability of the subject property for the existing zoning classification and proposed zoning classification;

The subject property is currently zoned Single-Family Residential (SF-20), which is intended for low-density residential development with a minimum lot size of 20,000 square feet. This zoning does not reflect the Comprehensive Plan's designation of the area as Medium Density Residential, emphasizing smaller lots, open spaces, and a rural character.

The proposed Single-Family Residential (SF-8) introduces smaller lot sizes with a minimum of 8,000 sq. ft. The proposed zoning is compatible with the Planned Development (PD) to the east that features similar lot sizes, and it aligns as a gentle buffer between the Estate Residential lots to the north and the Low- and Medium-Density lots to the east, west, and south.

8. Whether there is determined to be an excessive proliferation of the use or similar uses;

The proposed development includes a lot of 11,761 square feet, which is consistent with residential lots to the east. The PD has an underlying zoning district of SF-8. It is not anticipated that this will lead to an excessive proliferation of single-family neighborhoods as this is one lot seeking a zone change.

9. Whether the proposed rezoning will ensure that future uses on the subject tract will be compatible in scale with uses on other properties in the vicinity of the subject tract;

The proposed rezoning will ensure that future uses on the subject lot are compatible in scale with neighboring properties. The site is bordered by residential properties and natural features, with a lot comprised of 11,761 square feet, which is consistent with the surrounding neighborhoods.

10. The supply of land in the economically relevant area that is in the use district to

be applied by the rezoning or in similar use districts, in relation to the demand for that land.

The rezoning will not reduce the amount of land designated for single-family residential use.

Public Hearing Notices

Notice of this public hearing was mailed, posted, and published in accordance with State Law and the Rowlett Development Code. Twenty-two (22) 200 feet notices and Eighty-Three (83) courtesy 500 feet notices were mailed on October 3, 2025, and as of October 21, 2023, Staff has received the following:

- Zero (0) notices in favor, zero (0) notices in opposition and zero (0) neutral within 200 feet.
- Zero (0) notices in favor, zero (1) notices in opposition and zero (0) neutral within 500 feet.

Planning and Zoning Commission Summary

P&Z Commission held a public hearing on October 15, 2025. The Commission voted four (4) to zero (0) to approve the Zone Change to SF-8. Video is unavailable from the P&Z meeting.

Financial/Budget Implications

No financial impact on the City budget.

Recommended Action

The governing body may take the following actions:

- Approve
- Approve with conditions
- Deny

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS PREVIOUSLY AMENDED, BY GRANTING A CHANGE IN ZONING FROM SINGLE FAMILY RESIDENTIAL – 20/24 (SF-20) TO SINGLE FAMILY RESIDENTIAL – 8/18 (SF-8) FOR AN APPROXIMATELY 0.283 ACRE LOT SITUATED OUT OF THE CHARLES D. MERRELL SURVEY, ABSTRACT NO. 957 AND BEING MORE COMMONLY KNOWN AS 6502 WINDWARD VIEW DRIVE, ROWLETT, DALLAS COUNTY, TEXAS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Rowlett and the City Council of the City of Rowlett, in compliance with the laws of the State of Texas with reference to granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City

of Rowlett is of the opinion and finds that a zoning change should be granted, and that the Comprehensive Zoning Ordinance and Map should be amended.

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

SECTION 1: The Comprehensive Zoning Ordinance and Map of the City of Rowlett, Texas, as previously amended, be and the same are hereby amended by changing the zoning from Single Family Residential – 20/24 (SF-20) to Single Family Residential – 8/18 (SF-8) for an approximately 0.283 acre lot situated out of the Charles D. Merrell Survey, Abstract No. 957 and being more commonly known as 6502 Windward View Drive, Rowlett, Dallas County, Texas and being further more particularly described in Exhibit “A,” attached hereto and incorporated herein by this reference Drive (the “Property”).

SECTION 2: The Property shall be used, developed and maintained only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Rowlett, as heretofore amended, and as amended herein, and the development, use and maintenance of the Property shall be in accordance with building regulations, zoning ordinances, and any applicable ordinances except as may be specifically altered or amended herein.

SECTION 3: All provisions of the Ordinances of the City of Rowlett, Texas in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4: Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 5: Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6: This ordinance shall be effective from and after its passage and publication as may be required.

EXHIBITS TO ORDINANCE:

Exhibit A - Legal description and/or survey of the Property

Attachments

1. Exhibit A to Ordinance-Legal Survey and Legal Description
2. Attachment_A_Statement of Intent and Purpose
3. Attachment_B_FutureLandUseMap
4. Attachment_C_ExistingZoningMap
5. Attachment_D_VicinityMap
6. Attachment_E_SiteLocationMap
7. Attachment_F_PropertyNoticeMap
8. Attachment_G_MerrittCrossing_200_address_list

LOT 1, BLK. 1
YODEN ADDITION
INST. NO. 201500196320

BARRY S. RHODES Registered Professional Land Surveyor (214) 326-1090
This is to certify that I have, this date, made a careful and accurate survey on the
ground of property located at 6502 WINDWARD VIEW DRIVE, in the City of ROWLETT, DALLAS
County, Texas.

STATE OF TEXAS:
COUNTY OF DALLAS:

BEING all that certain lot, tract or parcel of land situated in the Charles D. Merrell Survey, Abstract No. 957, Dallas County, Texas, being a tract of land described in deed to Jessie L. Richardson, recorded 202400115906, Deed Records, Dallas County, Texas (D.R.D.C.T.), and being more particularly described by the following metes and bounds description:

BEGINNING at a 1/2 inch yellow-capped iron rod stamped "CBG" found in the North line of Windward View Drive, at the southeast corner of Lot 1, Block 1, Giddens Addition, an Addition to the City of Rowlett, Dallas County, Texas, according to the map thereof recorded in County Clerk's File No. 201600091630, Map Records, Dallas County, Texas (M.R.D.C.T.), and being the Southwest corner of herein described tract of land;

THEENCE North 01 deg. 28 min. 19 sec. East, a distance of 146.62 feet to a 1/2 inch iron rod found in the south line of a tract of Lot 1, Block 1, Youden Addition, recorded under Instrument No. 201500196320 (M.R.D.C.T.), at the Northeast corner of a tract of land described in deed to Sandra Fuquya, Eddie Fuquay, Lawana Fuquay, Pamela D. Hopkinsm Barbara A. Whitlock and Diane Morris, recorded in Volume 81056, Page 1101 (D.R.D.C.T.);

THENCE North 88 deg. 45 min. 38 sec. East, with the South line of said Youden tract a distance of 80.90 feet to a 1/2 inch yellow-capped iron rod stamped "Burns Surveying" set at the Northwest corner of a tract of land known as Common Area #9, described in deed to Vue Du Lac Association, recorded in Volume 98002, Page 2971 (D.R.D.C.T.), from which a 1/2 inch iron rod found for reference bears North 54 deg. 34 min. 19 sec. West, a distance of 0.96 feet;

THEENCE South 00 deg. 52 min. 01 sec. East, a distance of 147.00 feet to a 1/2 inch yellow-capped iron rod stamped "Burns Surveying" set in the North Line of said windward View Drive, at the Southwest corner of said Common Area #9;

THENCE South 89 deg. 07 min. 07 sec. west, with the north line of said windward view Drive a distance of 86.88 feet to the PLACE OF BEGINNING and containing 12,309.87 square feet or 0.283 of an acre of land.

LINE TABLE		
NO.	LENGTH	BEARING
L1	11.92'	N 88°45'38" E

CURVE TABLE					
NO.	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
CL	130.00'	11.52'	$\Delta=05^{\circ}04'34''$	N $86^{\circ}20'10''$ E	11.51'

Bearings shown hereon are referenced to the Texas Coordinate system of 1983, North Central Zone (4202), and are based upon the North American Datum of 1983 (NAD 83). 2011 Adjustment, Epoch 2010. ELEVATION DATUM PER NAVD88.

This parcel depicted hereon is a true, correct, and accurate representation of the property as determined by survey: The lines and dimensions of said property being as indicated by the plat; The size, location, and type(s) of building(s) are as shown, all improvements being within the boundaries of the property setback from the property lines the distance indicated.

THERE ARE NO ENCROACHMENTS, CONFLICTS, OR PROTRUSIONS, EXCEPT AS SHOWN.

Scale: 1" = -0' USE OF THIS SURVEY FOR ANY OTHER PURPOSE

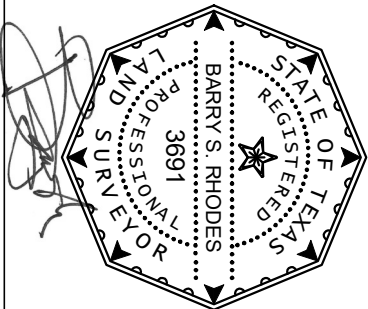
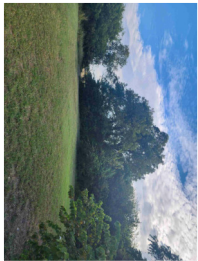
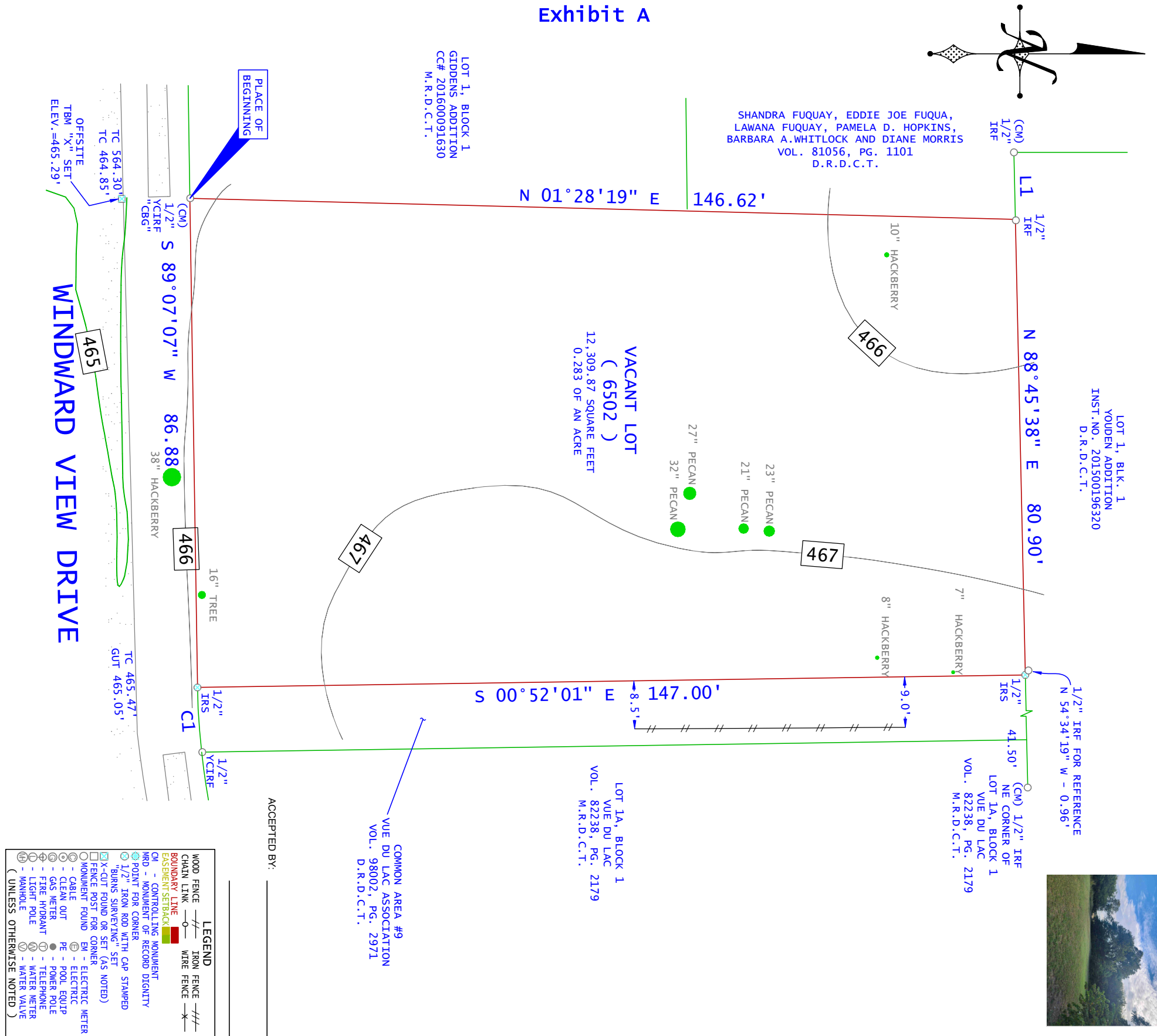
Date: MM/DD/YY AND UNDERSIGNED IS NOT RESPONSIBLE TO

G. F. NO.: - OTHER FOR ANY LOSS RESULTING THEREFROM.
THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR

Job no. : XXXX -----

Drawn by:

Exhibit A



Rezoning Request Statement of Intent and Purpose

Property Address: 6502 Woodward View Drive, Rowlett, Texas 75088

To Whom It May Concern:

We respectfully submit this rezoning request to bring the property located at **6502 Woodward View Drive** into conformity with the City of Rowlett's development requirements. The subject lot is currently a **non-conforming parcel zoned SF-20 (Single Family Residential 20,000 Sq. Ft.)**, and due to its current dimensions and zoning restrictions, it cannot be developed without rezoning.

The property dimensions are as follows:

- **North:** 88.6 feet
- **East:** 147 feet
- **West:** 146.97 feet
- **South:** 80.90 feet

This lot, as it exists, presents an **unreasonable hardship** to the current owner, as its non-conforming status prevents it from being used for its intended residential purpose. The property is **not buildable** under the existing zoning requirements unless rezoned by the City.

The purpose of this request is to **bring the lot into conformance with the surrounding neighborhood**, which is developed with single-family homes of similar character. Approval will not be contrary to the public interest. In fact, it will enhance the neighborhood by allowing for the development of a well-maintained, owner-occupied home that contributes positively to the community.

The rezoning is **in line with the intent of the Rowlett Development Code** and supports the City's broader goals for smart growth, responsible land use, and quality residential development. Surrounding properties will not be injured by this request. On the contrary, allowing this lot to be developed will prevent it from continuing to sit vacant — where it risks becoming **overgrown, collecting debris, and negatively impacting neighborhood aesthetics and property values**.

By granting this rezoning, the City will allow the lot to fulfill its intended residential use, thereby removing the current hardship and bringing it into compliance with the **purpose and vision of the SF-8 zoning district**. This will result in a more cohesive and maintained streetscape, as well as provide the opportunity for a family to occupy and care for the property — increasing neighborhood stability and livability.

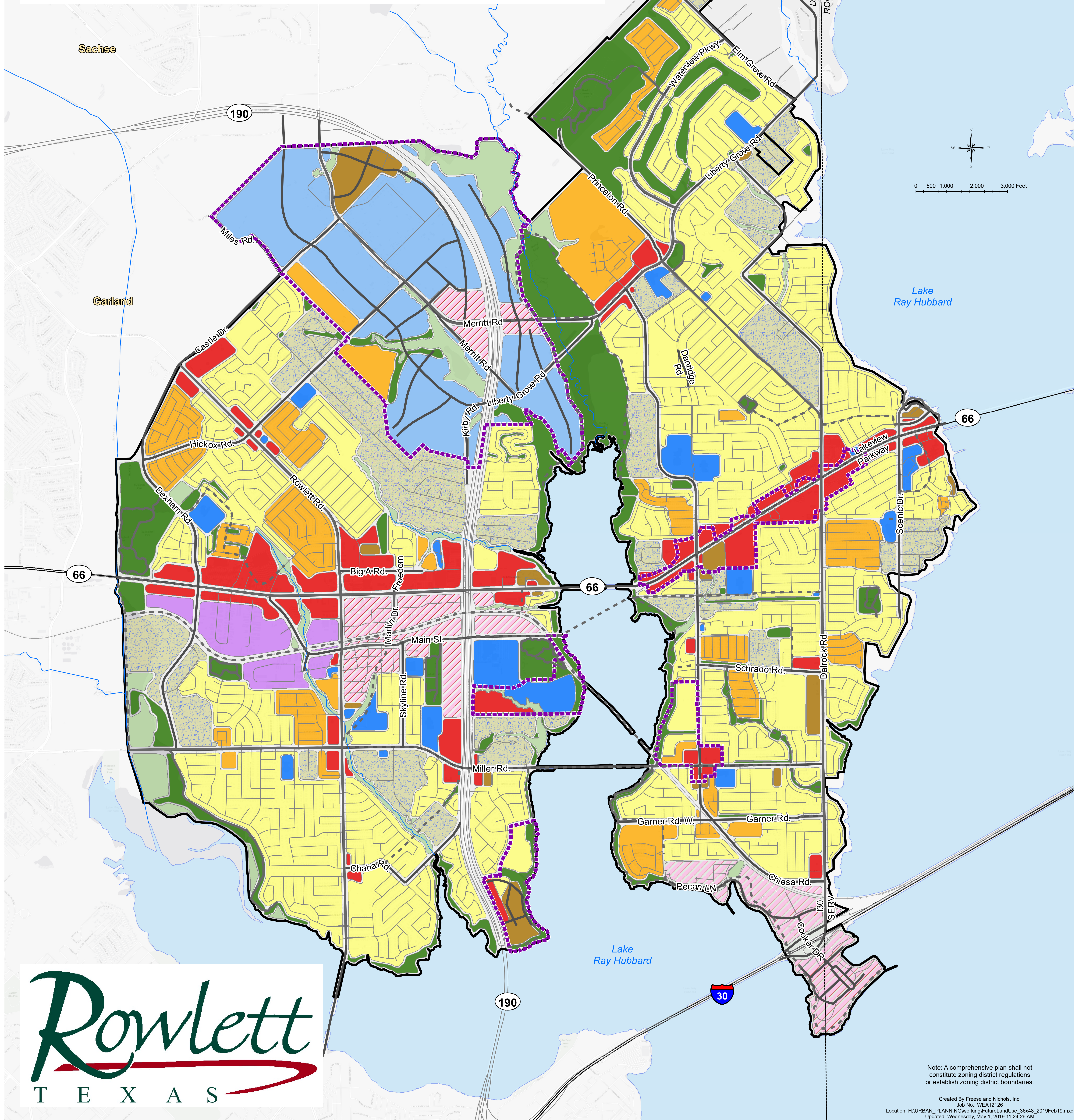
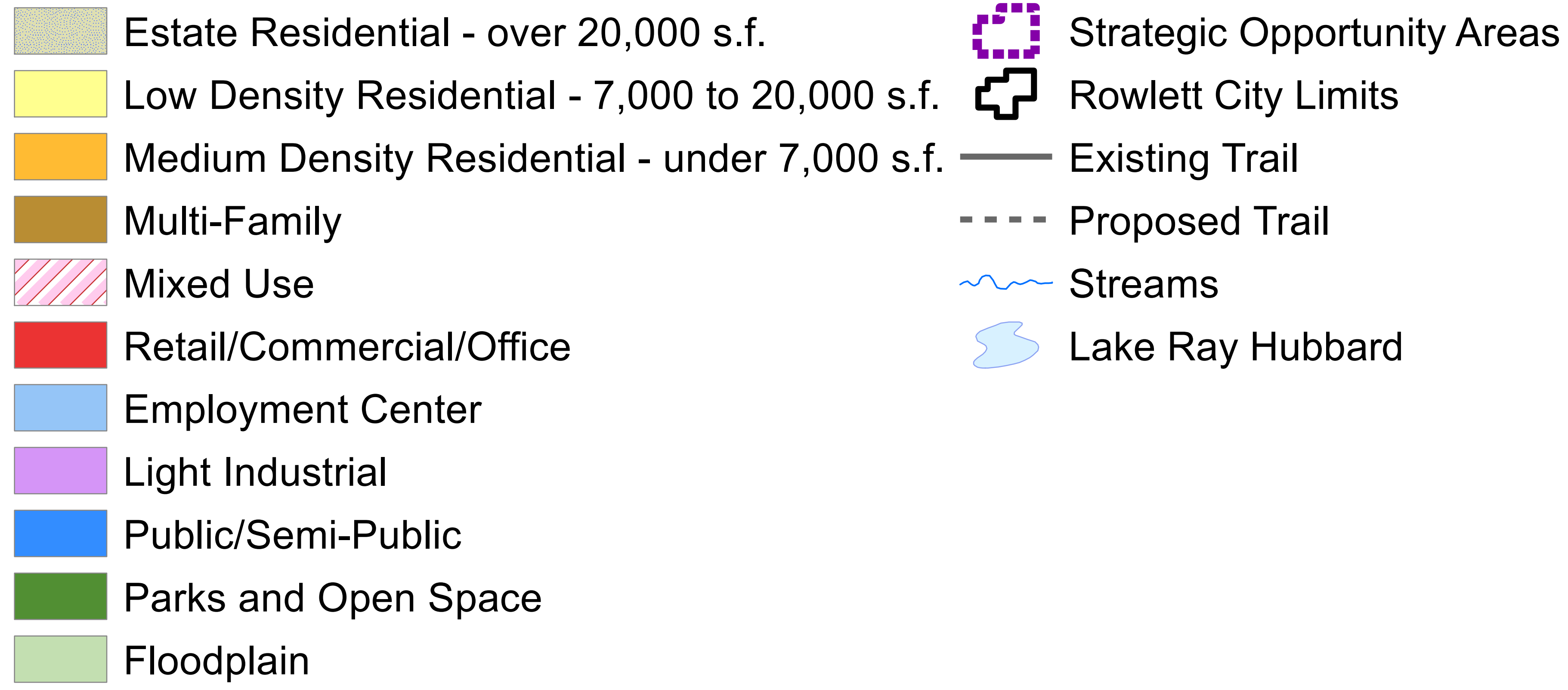
We appreciate your consideration and respectfully request approval of this rezoning so that this property may be brought into compliance and developed in accordance with the City of Rowlett's planning and zoning principles.

Sincerely,

Tanya Endicott

469-450-2566

Future Land Use



Rowlett
TEXAS

Note: A comprehensive plan shall not constitute zoning district regulations or establish zoning district boundaries.

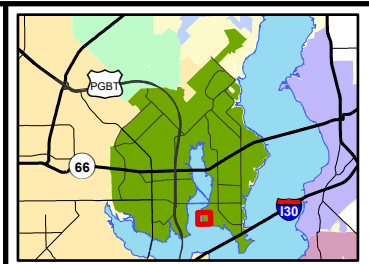
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Job No.: WEA12126
Location: H:\URBAN_PLANNING\working\FutureLandUse_36x48_2019Feb19.mxd
Updated: Wednesday, May 1, 2019 11:24:26 AM

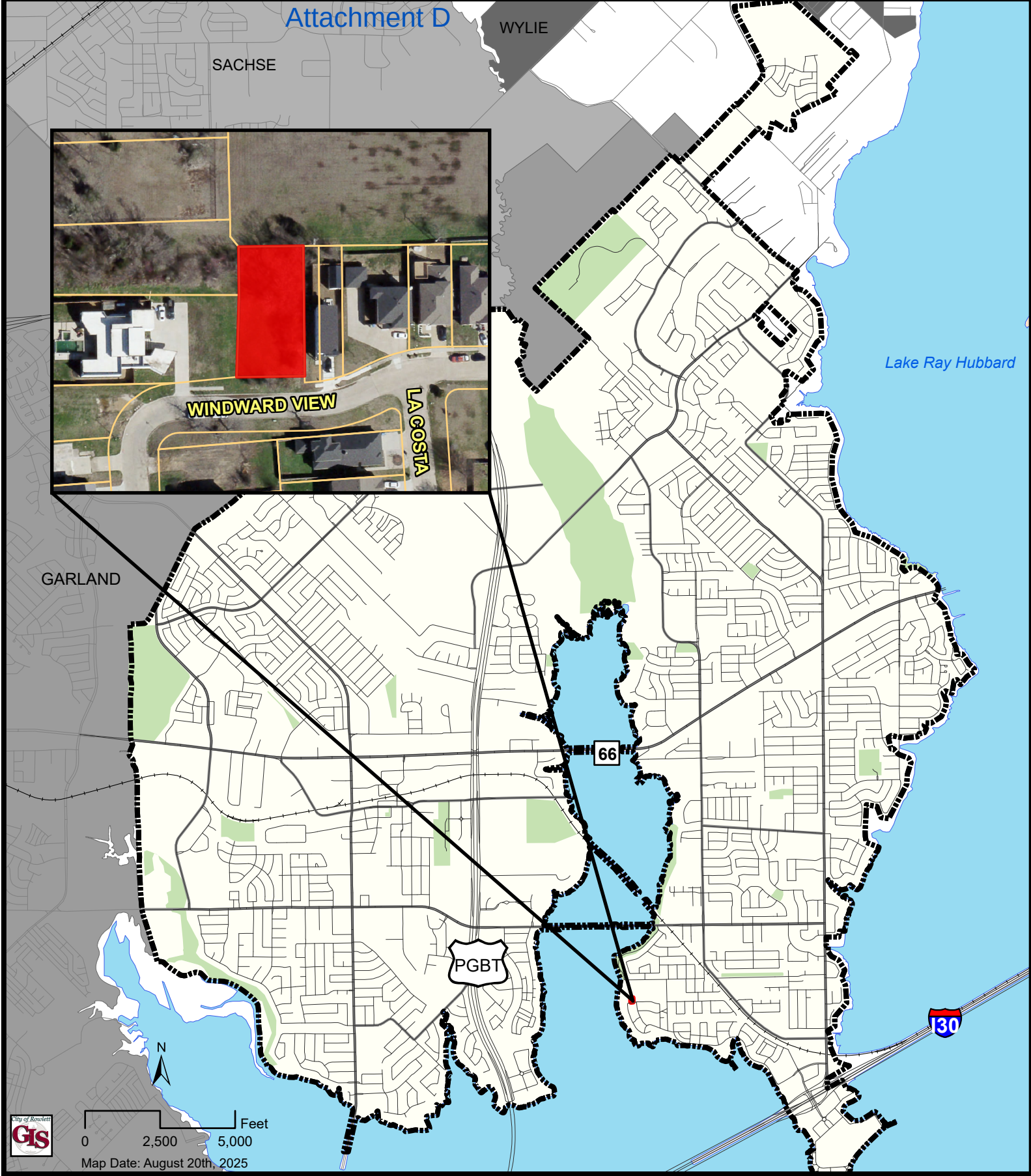


	Site		SF-20
	Parcels		PD
	City Limits		TL
	Streets		

6502 Garner Road
BOA Request - Residential

Existing Zoning Map





Site



City Limits

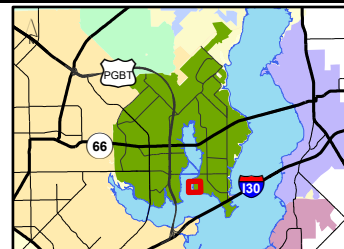


Parcels

Streets

**6502 Garner Road
BOA Request - Residential**

Vicinity Map



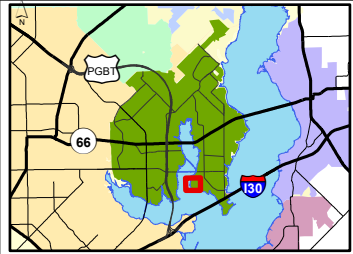
Rowlett
TEXAS



	Site		City Limits
	Parcels		Streets

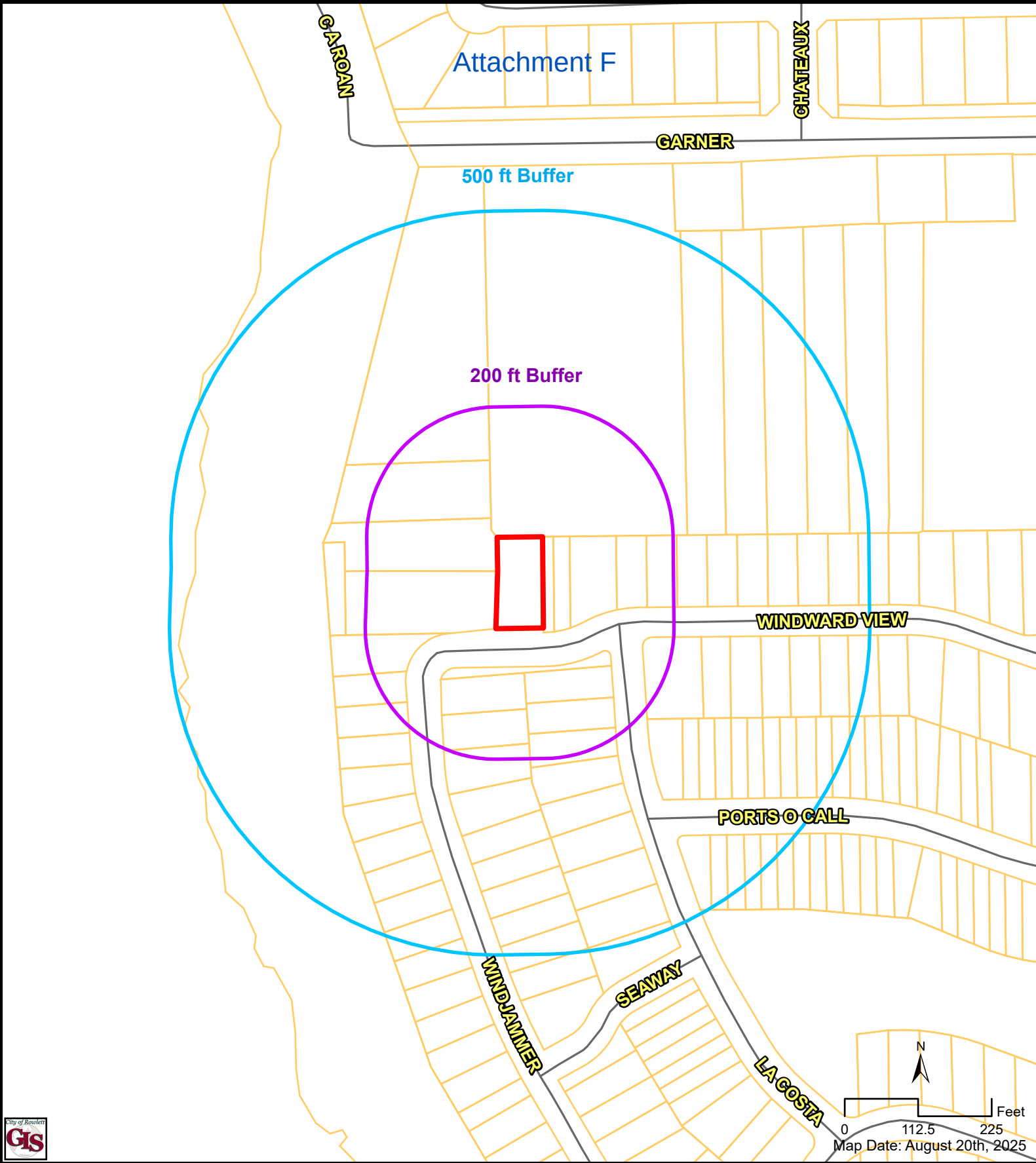
**6502 Garner Road
BOA Request - Residential**

**Site Location
Map**





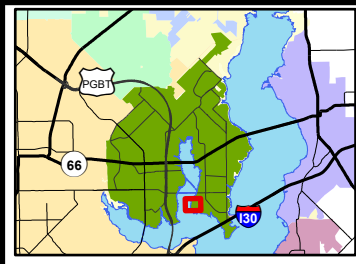
Page 310 of 312



- | | | | |
|--|---------|---|---------------|
|  | Site |  | 500 ft Buffer |
|  | Parcels |  | 200 ft Buffer |
|  | Streets |  | City Limits |

6502 Garner Road
BOA Request - Residential

Property Notice
Map



Attachment G

ACCT (DCAD)	OWNER NAME	OWNER ADDRESS	OWNER CITY	OWNER STATE	OWNER ZIPCODE	STREET ADDRESS
440147400A0010000	8600MERRITT APARTMENTS LLC	409 MARCO POLO CIR	ALLEN	TX	750132909	1 BENTONVILLE AVE
440147400A01X0000	8600MERRITT APARTMENTS LLC	409 MARCO POLO CIR	ALLEN	TX	750132909	1 BENTONVILLE AVE
440147400C0010000	MERRITT TOWNHOMES LLC	13151 EMILY RD # 201	DALLAS	TX	752408989	4201 CENTERTON MEWS
440147400C0020000	MERRITT TOWNHOMES LLC	13151 EMILY RD # 201	DALLAS	TX	752408989	4205 CENTERTON MEWS
440147400C0030000	MERRITT TOWNHOMES LLC	13151 EMILY RD # 201	DALLAS	TX	752408989	4209 CENTERTON MEWS
440147400C0040000	MERRITT TOWNHOMES LLC	13151 EMILY RD # 201	DALLAS	TX	752408989	4213 CENTERTON MEWS
440147400C0050000	MERRITT TOWNHOMES LLC	13151 EMILY RD # 201	DALLAS	TX	752408989	4217 CENTERTON MEWS
440147400C0060000	MERRITT TOWNHOMES LLC	13151 EMILY RD # 201	DALLAS	TX	752408989	4301 CENTERTON MEWS
440147400C0070000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	4305 CENTERTON MEWS
440147400C0080000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	4309 CENTERTON MEWS
440147400C0090000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	4313 CENTERTON MEWS
440147400C0100000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	4317 CENTERTON MEWS
440147400C0110000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	4321 CENTERTON MEWS
440147400C0120000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	4325 CENTERTON MEWS
440147400C0130000	FREDERICK TAYLOR KAITLIN	4327 FAYETTEVILLE AVE	ROWLETT	TX	750890000	4327 FAYETTEVILLE AVE
440147400C0140000	ASPEN MV LLC	13151 EMILY RD #201	DALLAS	TX	752408989	4323 FAYETTEVILLE AVE
440147400C0150000	ASPEN MV LLC	13151 EMILY RD #201	DALLAS	TX	752408989	4319 FAYETTEVILLE AVE
440147400C0160000	ASPEN MV LLC	13151 EMILY RD # 201	DALLAS	TX	752408989	4315 FAYETTEVILLE AVE
440147400C0170000	ASPEN MV LLC	13151 EMILY RD #201	DALLAS	TX	752408989	4311 FAYETTEVILLE AVE
440147400C0180000	ASPEN MV LLC	13151 EMILY RD #201	DALLAS	TX	752408989	4307 FAYETTEVILLE AVE
440147400C0190000	MERRITT TOWNHOMES LLC	13151 EMILY RD # 201	DALLAS	TX	752408989	4303 FAYETTEVILLE AVE
440147400C0200000	MERRITT TOWNHOMES LLC	13151 EMILY RD # 201	DALLAS	TX	752408989	4219 FAYETTEVILLE AVE
440147400C0210000	MERRITT TOWNHOMES LLC	13151 EMILY RD # 201	DALLAS	TX	752408989	4215 FAYETTEVILLE AVE
440147400C0220000	MERRITT TOWNHOMES LLC	13151 EMILY RD # 201	DALLAS	TX	752408989	4211 FAYETTEVILLE AVE
440147400C0230000	MERRITT TOWNHOMES LLC	13151 EMILY RD # 201	DALLAS	TX	752408989	4207 FAYETTEVILLE AVE
440147400C0240000	MERRITT TOWNHOMES LLC	13151 EMILY RD # 201	DALLAS	TX	752408989	4203 FAYETTEVILLE AVE
440147400D0080000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	8822 LOWELL ST
440147400D0090000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	8818 LOWELL ST
440147400D0100000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	8814 LOWELL ST
440147400D0110000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	8810 LOWELL ST
440147400D0120000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	8806 LOWELL ST
440147400D0130000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	8802 LOWELL ST
440147400D0140000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	8803 SPRINGDALE ST
440147400D0150000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	8807 SPRINGDALE ST
440147400D0160000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	8811 SPRINGDALE ST
440147400D0170000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	8815 SPRINGDALE ST
440147400D0180000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	8819 SPRINGDALE ST
440147400D0190000	MERRITT TOWNHOMES LLC	2509 CLADDING DR	PLANO	TX	750750005	8823 SPRINGDALE ST
440147400D06X0000	8600MERRITT TOWNHOUSES LLC	6609 CANDELCREEK LN	PLANO	TX	750245509	6 FAYETTEVILLE AVE
440147400D07X0000	8600MERRITT TOWNHOUSES LLC	6609 CANDELCREEK LN	PLANO	TX	750245509	7 FAYETTEVILLE AVE
65034961510010000	ROWLETT COMMUNITY & DEVELOPMENT LP	1900 SURVEYOR BLVD	CARROLLTON	TX	750065110	4000 HICKOX RD
65054456010160400	MCENTEE FAMILY LIMITED	7701 MERRITT RD	ROWLETT	TX	750892122	8500 MERRITT RD
65054456010160600	MCENTEE FAMILY LIMITED	7701 MERRITT RD	ROWLETT	TX	750892122	4500 HICKOX RD
65054456010330000	DONNELLY MICHAEL C & KAREN M	4600 HICKOX RD	ROWLETT	TX	750892117	4600 HICKOX RD
65054456010330100	DONNELLY MICHAEL C & KAREN M	4600 HICKOX RD	ROWLETT	TX	750892117	4600 HICKOX RD
65054456510030100	GARLAND GENERAL AGENCY INC	8200 FOREST HILLS BLVD	DALLAS	TX	752184409	8500 MERRITT RD
65054456510030200	8600 MERRITT LLC	811 S CENTRAL EXPY STE 200	RICHARDSON	TX	750807423	8500 MERRITT RD
65054456510040000	HOOKS JESSE RAY & CAROL	8522 MERRITT RD	ROWLETT	TX	750892137	8522 MERRITT RD
65054456510040100	PENSCO TRUST CO CUSTODIAN	PO BOX 981012	BOSTON	MA	022981012	8520 MERRITT RD
65054456510040200	WILLIAMS KAYLEE A & CHRISTOPHER C	8620 MERRITT RD	ROWLETT	TX	750892139	8620 MERRITT RD
65054456510040300	WILLIAMS ROBERT & SHEILA	8616 MERRITT RD	ROWLETT	TX	750892139	8616 MERRITT RD
65054456510040400	WILLIAMS ROBERT M ETUX	8616 MERRITT RD	ROWLETT	TX	750892139	8616 MERRITT RD
65054456510040500	PENSCO TRUST CO CUSTODIAN	PO BOX 981012	BOSTON	MA	022981012	8520 MERRITT RD
65054456510040600	PENSCO TRUST CO CUSTODIAN	PO BOX 981012	BOSTON	MA	022981012	8520 MERRITT RD
65054456510040700	ELY CAROLYN G	3801 STONEWALL RD	WYLLIE	TX	750986367	8600 MERRITT RD
65054456510040800	ELY CAROLYN G	3801 STONEWALL RD	WYLLIE	TX	750986367	7900 MERRITT RD
65054456510040900	HOOKS BETTY RUTH	8616 MERRITT RD	ROWLETT	TX	750892139	8600 MERRITT RD
65054456510041400	PUG LAND COMPANY	3000 CUSTER RD STE 270210	PLANO	TX	750754422	8600 MERRITT RD
65054456510100000	8600 MERRITT LLC	811 S CENTRAL EXPY STE 200	RICHARDSON	TX	750807423	8600 MERRITT RD
65054456510120000	SINGH BHUPINDER	8614 MERRITT RD	ROWLETT	TX	750892139	8614 MERRITT RD
65166632010030000	ALL SEISMIC SOLUTIONS LLC	3204 TRADITION CT	ROWLETT	TX	750886601	3929 HICKOX RD