



City of Rowlett

Meeting Agenda

City Council

4000 Main Street
Rowlett, TX 75088
www.rowlett.com

City of Rowlett City Council meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary at 972-412-6115 or write 4000 Main Street, Rowlett, Texas, 75088, at least 48 hours in advance of the meeting.

Tuesday, January 21, 2014

6:30 P.M.

Municipal Building – 4000 Main Street

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.

1. CALL TO ORDER

2. EXECUTIVE SESSION (6:30 P.M.)* Times listed are approximate

- 2A.** The City Council shall convene into Executive Session pursuant to the Texas Government Code, §551.087 (Economic Development) and §551.071 (Consultation with Attorney) to receive legal advice from the City Attorney and to discuss and deliberate the offer of financial or other incentives to business prospects that the City may seek to have locate in or near Elgin B. Robertson Park. (30 minutes)

3. WORK SESSION ITEMS (7:00 P.M.)*

- 3A.** Discuss a Cooperation Agreement and Lease Addendum for the Rowlett Chamber of Commerce. (20 minutes)

4. DISCUSS CONSENT AGENDA ITEMS

CONVENE INTO THE COUNCIL CHAMBERS (7:30 P.M.)*

INVOCATION

PLEDGE OF ALLEGIANCE

TEXAS PLEDGE OF ALLEGIANCE

Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

5. PRESENTATIONS AND PROCLAMATIONS

- 5A.** Update from the City Council and Management: Financial Position, Major Projects, Operational Issues, Upcoming Dates of Interest and Items of Community Interests.

5B. Mayor's State of the City Address.

6. CITIZENS' INPUT

At this time, three-minute comments will be taken from the audience on any topic. To address the Council, please submit a fully-completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting. No action can be taken by the Council during Citizens' Input.

7. 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.

7A. Consider action to approve minutes from the January 7, 2014, City Council Meeting.

7B. Consider action to authorize final acceptance of the 2013 Annual Contract for Concrete Repair/Maintenance of Streets and release of retainage in the amount of \$134,743.94 plus accrued interest to Tri-Con Services, Incorporated and authorizing the Mayor to execute the necessary documents.

7C. Consider action to approve a resolution authorizing the City Manager to enter into a Cooperation and Lease Addendum agreement with the Rowlett Chamber of Commerce effective January 1, 2014.

8. ITEMS FOR INDIVIDUAL CONSIDERATION

If a Public Hearing is listed, the City Council will conduct such public hearing to receive comments concerning the specific items listed in the agenda. Any interested persons may appear and offer comments, either orally or in writing; however, questioning of those making presentations will be reserved exclusively to the presiding officer as may be necessary to ensure a complete record. While any person with pertinent comments will be granted an opportunity to present them during the course of the hearing, the presiding officer reserves the right to restrict testimony in terms of time and repetitive content. Organizations, associations, or groups are encouraged to present their commonly held views and identical or similar comments through a representative member when possible. Presentations must remain pertinent to the issues being discussed. A person may not assign a portion of his or her time to another speaker.

TAKE ANY NECESSARY OR APPROPRIATE ACTION ON CLOSED/EXECUTIVE SESSION MATTERS

9. ADJOURNMENT

Laura Hallmark

Laura Hallmark, 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 (www.rowlett.com) on the 16th day of January 2014, by 5:00 p.m.



City of Rowlett
Staff Report

4000 Main Street
P.O. Box 99
Rowlett, TX 75080-0099
www.rowlett.com

AGENDA DATE: 01/21/14

AGENDA ITEM: 2A

TITLE

The City Council shall convene into Executive Session pursuant to the Texas Government Code, §551.087 (Economic Development) and §551.071 (Consultation with Attorney) to receive legal advice from the City Attorney and to discuss and deliberate the offer of financial or other incentives to business prospects that the City may seek to have locate in or near Elgin B. Robertson Park. (30 minutes)



City of Rowlett

Staff Report

4000 Main Street
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AGENDA DATE: 01/21/14

AGENDA ITEM: 3A

TITLE

Discuss a Cooperation Agreement and Lease Addendum for the Rowlett Chamber of Commerce. (20 minutes)

STAFF REPRESENTATIVE

Brian Funderburk, City Manager
Jim Grabenhorst, Director of Economic Development

SUMMARY

The City of Rowlett and the Rowlett Chamber of Commerce have had a longstanding strategic partnership in promoting a favorable business climate and Economic Development initiatives within Rowlett and the surrounding region.

This action will continue to build upon that strategic partnership and provide for additional opportunities for both entities to work together to promote economic development in Rowlett.

BACKGROUND INFORMATION

The Rowlett Chamber of Commerce has been focused on “promoting the business community, economic well-being, and quality of life” in Rowlett since 1974. The City of Rowlett and the Rowlett Chamber of Commerce entered into a lease agreement in 1998 for property located at 3910 Main St. in the old First Christian Church building.

The Rowlett Chamber of Commerce notified the City in August 2013, of its interest in amending the current lease agreement and discussing various ways that the two organizations could continue to partner to grow, retain and assist the local business community.

DISCUSSION

As a result of the Chamber request in August 2013, both entities (City & Chamber) began to discuss additional strategic opportunities that would strengthen both organizations and provide for mutually beneficial resources in promoting Rowlett’s business environment.

In addition to the existing lease agreement, the Chamber and City currently partner together on various activities including: Chamber Monthly Luncheon’s; Economic Development Advisory Board; Chamber Board of Directors meetings; Main Street Event Series; Chamber Make a Connection Events, Young Entrepreneurs Academy (YEA); Fourth of July Freedom Festival; Rowlett Stampede, just to name a few.

The current lease agreement between the City and the Chamber runs until March 2021, and allows the Chamber to renegotiate the terms of the agreement during renewal periods. As a result of the City's efforts to secure a development partner on specific City-owned properties within Downtown, which included the building and property currently leased by the Chamber, both parties acknowledged the need to further define their ongoing partnership moving forward as new development and redevelopment begins to occur.

The Cooperation Agreement & Second Lease Addendum attached as Attachment 1, outlines the negotiated terms as follows:

Lease Addendum

City of Rowlett:

- Secures the right to terminate the lease agreement with a 6 month written notice should development or redevelopment occur on this site.
- Will accommodate the relocation of the Chamber offices to other City property.

Chamber of Commerce:

- In exchange for the termination clause, the rental payment will be reduced to \$1 annually for the remainder of the lease term.
- Ability to secure future office location in other City facilities upon mutual agreement through remaining lease term of March 2021.

Cooperation Agreement

City of Rowlett:

- Receives ownership of "Rowlett.com" domain name and all associated IP addresses and subdomains.
- Economic Development Advisory Board will review and oversee the implementation of the Chamber's fiscal sustainability business plan.
- Receive Chamber membership privileges under the same terms and conditions of other members of the Chamber.
- Mutually work with the Chamber to sponsor various events and reduce or waive fees accordingly.
- Continue to work with the Chamber to develop strategic opportunities to promote Rowlett.

Chamber of Commerce:

- Receives an annual payment of \$25,000 in exchange for transferring ownership of the "Rowlett.com" domain name to the City.
- Will develop a fiscal sustainability business plan within 180 days and the Economic Development Advisory Board will help oversee the implementation of said plan.
- Provide Chamber membership privileges under the same terms and conditions to the City.
- Mutually work with City to sponsor various events and reduce or waive fees accordingly.

- Continue to work with the City to develop strategic opportunities to promote Rowlett.

FINANCIAL/BUDGET IMPLICATIONS

The proposed Cooperation Agreement provides for an annual payment of \$25,000 to the Chamber in exchange for transferring the ownership of the “Rowlett.com” domain name to the City along with the Chamber’s development of a sustainability plan and successful implementation of said plan as overseen by the City’s Economic Development Advisory Board. The annual payments would occur in February and are subject to City Council annual appropriations. The proposed Addendum to the lease would amend the rent payment to \$1 annually from the current amount of \$700 per month. All other fiscal provisions of the lease remain unchanged.

As a result, the total budget impact to the City will be \$33,400 annually split between the Economic Development Fund (\$25,000) and General Fund (\$8,400). The FY2014 General Fund budget reflects an amount of \$6,000 which will be reduced to \$2,100 for this year and \$1 for future years. A budget amendment is not requested for FY2014 as funds are available in the Economic Development Fund to cover the \$25,000 within the existing budget, and telecommunication rental revenues are expected to exceed the General Fund revenue’s decrease that will occur as a result of the loss of the Chamber’s rent.

Budget Account Number and/or Project Code	Account or Project Title	Budget Amount	Proposed Amount
Economic Development Fund			
104-6502-430.7608	Economic Development - Advertising	\$25,000.00	\$25,000.00
General Fund			
101-0000-371.0127	Misc. Revenue- Rentals and Leases	\$6,000	\$1

RECOMMENDED ACTION

This is an item for discussion and is on the Consent Agenda for consideration.

ATTACHMENT

Attachment 1 – Cooperation Agreement & Second Addendum to Lease Agreement

COOPERATION AGREEMENT AND
SECOND ADDENDUM
TO LEASE AGREEMENT

This Cooperation Agreement is between the City of Rowlett, Texas, ("City") and the Rowlett Chamber of Commerce ("Chamber") and includes a Second Addendum to Lease Agreement, amending the Lease Agreement dated January 5, 1998, ("Lease") and the Addendum ("Addendum") to the Lease entered into on April 3, 2001.

Lease Addendum

1. Notwithstanding Section 3 of the Lease and Section 1 of the Addendum, the Chamber shall pay rent to the City in the amount of one dollar (\$1.00) per year payable on the due date for rental payments set forth in the Lease (to wit, the first day of April of each year), commencing on January 1, 2014 and continuing throughout the remaining duration of the Lease term and any extensions thereof.

2. Notwithstanding anything contained in the Lease or Addendum, either party may terminate the lease of the Premises at will or for the public convenience on six (6) months' written notice to the other party. In the event of termination by the City prior to March 23, 2021, the City shall accommodate the relocation of office space by the Chamber, which may include but is not limited to providing to the Chamber office space and conference room facilities under the same terms as outlined in Section 1. The City's accommodation shall include office space and facilities for at least three persons, access to and use of a conference room, and appropriate ancillary facilities at a City-owned building. The specific location shall be determined by mutual agreement of the parties. Under no circumstances shall the City's accommodation under this paragraph be interpreted so as to require the City to lease office space and facilities on the Chamber's behalf at a non-City owned building.

Cooperation Agreement

3. The Chamber transfers, assigns and conveys to the City all right, title and interest in and to the domain name "Rowlett.com" and shall execute such documentation and perform such actions as may be necessary or appropriate to transfer ownership of the domain and all associated IP addresses and subdomains to the City.

4. The City shall grant to the Chamber the sum of \$25,000.00 on February 1, 2014, and on February 1 of each year thereafter for the use, benefit and support of the Chamber. This commitment is subject to annual budget appropriations and may be terminated, extended or modified by the City at the City's sole discretion; provided, however, that if this annual payment is terminated within three (3) years of the effective date of this Second Amendment, the transfer and assignment of the domain name "Rowlett.com" shall, on written notice to the City, revert back to the Chamber.

5. The City's commitment to remit annual payments to the Chamber may continue indefinitely subject to the following: The Chamber shall develop a business plan or model under which it will demonstrate its fiscal sustainability. The plan shall be submitted to the City for its review and comment within 180 days of the effective date of this Second Amendment. The successful implementation of the Chamber's business plan shall be a primary criterion in the City's continuation of and potential increases in the annual payments made hereunder. The

City's Economic Development Advisory Board shall act as the joint City and Chamber oversight body of said plan or model.

6. The City shall pay annual membership fees to the Chamber in the amount of \$1800.00, for Chamber membership privileges under the same terms and conditions of other members of the Chamber. The City and the Chamber shall mutually agree to waive certain fees for City- and Chamber-sponsored events in an effort to be strategic partners on events, which may include but is not limited to the Chamber 5K event, the Chamber Stampede event, the Chamber monthly luncheon, and the City's July 4th event (including a booth). The City shall continue to make available to the Chamber meeting rooms at the Rowlett Community Centre at no cost to the Chamber for its monthly luncheons. The Chamber shall be entitled to the use of Meeting Rooms, A, B, and C from 11:00 AM to 2:00 PM one day each month, which is currently the second Wednesday of each month. The Chamber may, for business necessity, change the day so long as the selected day is a weekday and does not interfere with other scheduled City functions or Community Centre commitments. The use of the meeting rooms shall continue to be in accordance with City policies for such use.

7. The City, acting through its economic development department, and the Chamber shall continue to work together to discuss and develop strategic opportunities for both parties and shall use best efforts to participate in and/or sponsor each other's and joint events.

8. Unless otherwise modified or amended herein, all other provisions of the Lease remain in full force and effect.

This Addendum is executed on this the _____ day of _____, 2014.

ROWLETT CHAMBER OF COMMERCE

CITY OF ROWLETT, TEXAS

By: _____
President

By: _____
City Manager



City of Rowlett
Staff Report

4000 Main Street
P.O. Box 99
Rowlett, TX 75030-0099
www.rowlett.com

AGENDA DATE: 01/21/14

AGENDA ITEM: 5A

TITLE

Update from the City Council and Management: Financial Position, Major Projects, Operational Issues, Upcoming Dates of Interest and Items of Community Interests.

STAFF REPRESENTATIVE

Brian Funderburk, City Manager



City of Rowlett
Staff Report

4000 Main Street
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AGENDA DATE: 01/21/14

AGENDA ITEM: 5B

TITLE

Mayor's State of the City Address.

STAFF REPRESENTATIVE

Brian Funderburk, City Manager

SUMMARY

In accordance with the City Charter, SECTION 3.13 Duties of Mayor (7) The Mayor shall annually deliver and provide an annual State of the City report.



City of Rowlett
Staff Report

4000 Main Street
P.O. Box 99
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AGENDA DATE: 01/21/14

AGENDA ITEM: 7A

TITLE

Consider action to approve minutes from the January 7, 2014, City Council Meeting.

STAFF REPRESENTATIVE

Laura Hallmark, City Secretary

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.

BACKGROUND INFORMATION

N/A

DISCUSSION

N/A

FINANCIAL/BUDGET IMPLICATIONS

N/A

RECOMMENDED ACTION

Move to approve, amend or correct the minutes from the January 7, 2014, City Council Meeting.

ATTACHMENT

01-07-14 City Council Meeting minutes



City of Rowlett

Meeting Minutes

City Council

4000 Main Street
Rowlett, TX 75088
www.rowlett.com

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Tuesday, January 7, 2014

6:00 P.M.

Municipal Building – 4000 Main Street

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.

Present: Mayor Gottel, Mayor Pro Tem Kilgore, Deputy Mayor Pro Tem Gallops, Councilmember Phillips, Councilmember Bobbitt, Councilmember Dana-Bashian, and Councilmember Pankratz

1. CALL TO ORDER

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

2. EXECUTIVE SESSION (6:00 P.M.)* Times listed are approximate

- 2A.** The City Council shall convene into Executive Session pursuant to Texas Government Code §551.071 (Consultation with Attorney) to receive legal advice from the City Attorney regarding the contract for the Downtown Improvements project. (15 minutes)

Council immediately convened in Executive Session at 6:00 p.m. Out at 6:22 p.m.

- 2B.** The City Council shall convene into Executive Session pursuant to the Texas Government Code, §551.087 (Economic Development) and §551.071 (Consultation with Attorney) to receive legal advice from the City Attorney and to discuss and deliberate the offer of financial or other incentives to business prospects that the City may seek to have locate in or near Elgin B. Robertson Park. (5 minutes)

In Executive Session at 6:22 p.m. Out at 6:26 p.m.

3. WORK SESSION ITEMS (6:20 P.M.)*

3A. Hear presentation on the December Ice Storm Event. (30 minutes)

Assistant City Manager, Jim Proce presented an update on events including staffing, power outages, traffic signal outages, the ongoing process of debris removal, Waste Management efforts to date, and the overall progress thus far. Steve Kellar, with Waste Management, was in attendance and discussed the process and progress and provided recommendations on how to proceed.

After further discussion, it was the consensus of Council to proceed with contacting Storm Chasers up to an amount of \$49,999, which is within the limit of the City Manager's discretionary spending.

3B. Discuss and Update City Council on the American Public Works Association Accreditation process. (15 minutes)

Mr. Proce and Jake Gilliland, Utility Business Analyst, presented a video and information regarding the processes of accreditation including what accreditation is, why pursue accreditation, and the steps involved.

It was the consensus of Council for Public Works to proceed with the accreditation process.

3C. Consider action to approve a resolution accepting the bid of and awarding a contract to Phillip/May Corporation in an amount not to exceed \$1,979,240.83 for the Downtown Improvement Project. (15 minutes)

This item was taken out of order before item 3B. Erin Jones, Director of Development Services, provided background information on the project.

4. DISCUSS CONSENT AGENDA ITEMS

Break at 7:32 p.m.

CONVENE INTO THE COUNCIL CHAMBERS (7:30 P.M.)*

Reconvene at 7:39 p.m.

INVOCATION – Kason Huddleston, Freedom Place Church

PLEDGE OF ALLEGIANCE

TEXAS PLEDGE OF ALLEGIANCE – Led by the City Council

5. PRESENTATIONS AND PROCLAMATIONS

- 5A. Hear presentation of the Monthly Financial report for the period ending November 30, 2013.

Alan Guard, Director of Financial and Information Services, provided the report.

- 5B. Update from the City Council and Management: Financial Position, Major Projects, Operational Issues, Upcoming Dates of Interest and Items of Community Interest.

Mayor Gottel announced the following: The upcoming City Council meetings are Tuesday, January 14th; Work Session starts at 6:00pm in Annex Conference Room and Tuesday, January 21st; Regular Meeting - 5:30pm in City Hall Conference Room and will include the Mayor's State of the City Address. Planning and Zoning Commission meetings will be Tuesday, January 14th & 28th, 6pm in City Hall Conference Room. There will be a special Town Hall Meeting on Thursday, January 23rd; 6 - 8pm at the Rowlett Community Centre. There will be a special joint meeting of City Council and the Planning and Zoning Commission regarding the North Shore Master Plan on Thursday, February 6th; 6:30pm in City Hall Conference Room. A draft version of the Rowlett Hazard Mitigation Plan is available for citizen review and comment on the City's website. Please provide your input by Friday, January 10th to lshaw@rowlett.com. What is a hazard mitigation plan: an inclusive, comprehensive, long-term plan that is developed before a disaster strikes. Rowlett is part of Dallas County updated plan to save money. Volunteers and staff were used in the seven month project to gather data and coordinate the updated version, which was submitted in November 2013. City facilities will be closed for the Martin Luther King, Jr. holiday on Monday, January 20th and trash and recycle collections will continue as usual. It's time for the City general election. Wednesday, January 29th – first day to apply for a place on the 2014 ballot. Visit the Elections Page of Rowlett.com for more information or call City Secretary's office at 972-412-6115. Waste Management will be collecting brush and tree limbs exclusively on Wednesdays & Saturdays until all debris is picked up. Residents NOT required to call for pickup. Place large brush piles in front of house for collection; these will be serviced first. Small brush piles in alleys may be collected with regular trash pickup, if manageable. The City and Waste Management appreciate your patience during the cleanup time. Be aware, it may take several weeks. Residents may utilize dump passes. Stage 3 Water Restrictions – residents are allowed to water once every two weeks. The Animal Shelter will be providing a low-cost vaccine clinic Saturday, January 18th, February 1st and 15th, 12:30-2:30pm. Parks and Recreation has over 50 Ways to Get Healthy and Stay Active. Browse the Spring Edition of Lakeside Leisure to find a class or activity perfect for you. Registration now open for fitness classes, children's activities, sports teams and activities for Seniors. Little Sweetheart Dance - Saturday, February 8th - 7:00pm – 9:00pm at the Rowlett Community Centre. Easter Egg Hunt – Saturday, April 12th – 10:00am – 12:00pm Downtown on Main Street. Easter Pup-A-Palooza – Sunday, April 13th - 2:00pm – 4:00pm held at Herfurth Park. Arts & Humanities Commission

Offers Grants and awards small grants to support the activities of Rowlett based non-profit cultural art groups. Applications are due Saturday, February 1st. Go to rowlett.com for Grant applications and more information, click on Government, then Boards & Commissions tab. The Library is hosting a Black History Month Bookmark Contest. Deadline for entries: Saturday, January 25th. Need some help with your creation – attend Art Class for Kids: Bookmarks – Saturday, January 25th at 2pm. Check out the website for more great activities at your Library this month! Rowlett Fire Rescue is offering American Heart Association Standard First Aid/CPR Class to be held Saturday, February 8th; 8am – 12:30pm. Call 972/412-6230 to register or for information.

6. CITIZENS' INPUT

There were no speakers.

7. CONSENT AGENDA

- 7A.** Consider action to approve minutes from the December 10, 2013, City Council Special Meeting and the December 17, 2013, City Council Meeting.

This item was approved on the Consent Agenda.

- 7B.** Consider action to approve a resolution awarding a bid to APAC-Texas, Incorporated for the purchase of hot mix asphalt in the unit amounts bid and an annual amount not to exceed \$100,000 through the Interlocal Cooperative Purchasing Agreement with Dallas County for road materials for the Street Department.

This item was approved as RES-001-14 on the Consent Agenda.

- 7C.** Consider action to adopt an ordinance updating the City of Rowlett's Standard Construction Details by adopting comprehensive specifications and requirements for the construction of public works, and repealing Part III of Volume II of the Code of Ordinances and amending sections 78-1 and 78-2 of the Code.

This item was approved as ORD-001-14 on the Consent Agenda.

- 7D.** Consider action to approve a resolution accepting the bid of and awarding a contract to Phillip/May Corporation in an amount not to exceed \$1,979,240.83 (which includes \$512,070.00 for total alternatives and an early completion bonus of \$3,000.00) for the Downtown Improvement Project.

This item was approved as RES-002-14 on the Consent Agenda.

- 7E.** Consider action to approve a resolution accepting the bid of and awarding a contract to A&M Construction & Utilities, Incorporated in the amount of \$186,640.00 for the base bid and up to \$2,400.00 for the early completion bonus, resulting in a total bid of \$189,040.00 for the Martin Street Sanitary Sewer Improvement Project.

This item was approved as RES-003-14 on the Consent Agenda.

- 7F.** Consider action to approve an amendment to Chapter 6 in the Rowlett Code of Ordinances regarding Animal Abandonment.

This item was approved as ORD-002-14 on the Consent Agenda.

Passed The Consent Agenda

A motion was made by Councilmember Phillips, seconded by Deputy Mayor Pro Tem Gallops, including all the preceding items marked as having been approved on the Consent Agenda. The motion carried with a unanimous vote of those members present.

8. ITEMS FOR INDIVIDUAL CONSIDERATION

TAKE ANY NECESSARY OR APPROPRIATE ACTION ON CLOSED/EXECUTIVE SESSION MATTERS

No action taken.

9. ADJOURNMENT

There being no further business, the meeting adjourned at 7:56 p.m.



City of Rowlett

Staff Report

4000 Main Street
P.O. Box 99
Rowlett, TX 75080-0099
www.rowlett.com

AGENDA DATE: 01/21/14

AGENDA ITEM: 7B

TITLE

Consider action to authorize final acceptance of the 2013 Annual Contract for Concrete Repair/Maintenance of Streets and release of retainage in the amount of \$134,743.94 plus accrued interest to Tri-Con Services, Incorporated and authorizing the Mayor to execute the necessary documents.

STAFF REPRESENTATIVE

Robbin Webber, Assistant Director of Infrastructure Services
Allyson Wilson, Purchasing Agent

SUMMARY

The Annual Contract for Concrete Repair/Maintenance of Streets has been completed and expired on December 31, 2013. This was the second and final one-year renewal. City staff has inspected and verified that all work has been completed to the City's satisfaction.

BACKGROUND INFORMATION

On May 17, 2011, the City Council adopted Resolution Number RES-064-11 awarding the annual bid for concrete repair/replacement for streets and alleys to Tri-Con Services, Incorporated in the unit amounts bid and in an estimated annual amount of \$1,300,000 and authorized the Mayor to execute the Standard Public Works Construction contract for said services.

On January 3, 2012, the City Council adopted Resolution Number RES-010-12 exercising the first of two one-year renewals for the annual bid for concrete repair/replacement for streets and alleys to Tri-Con Services, Incorporated in the unit amounts bid and in an estimated annual amount of \$1,300,000 and authorized the Mayor to execute the Standard Public Works Construction contract for said services.

On December 18, 2012, the City Council adopted Resolution Number RES-121-12 exercising the second of two one-year renewal options for the annual bid for concrete repair/replacement for streets and alleys to Tri-Con Services, Incorporated in the unit amounts bid and in an estimated annual amount of \$1,300,000 and authorized the Mayor to execute the Standard Public Works Construction contract for said services. Change Order #1 in the amount of \$47,439.38 was necessary to complete a repair on Willowbrook Drive. Change Order #1 was approved by staff administratively in accordance with Texas Local Government Code and City of Rowlett Financial Policies.

Original Amount	\$1,300,000.00
Change Order #1 (complete a street repair)	\$47,439.38
Revised Amount	\$1,347,439.38

DISCUSSION

The City is very satisfied with the quality of work provided by Tri Con Services, Incorporated and their timely response to customer issues. The City and the contractor established a very good working relationship early on in the project. Since implementation, the contractor has completed the following projects:

Streets

Airline Drive	Estates Way	Hidden Valley Circle	Rosebud Drive
Caruth Drive	Euclid Drive	Harbor Drive	Sandra Lane
Centenary Drive	Fairfield Drive	Leanne Street	Sumac Lane
Dartmouth Drive	Gardenia Drive	Luna Drive	Weems Way
Eagle Drive	Gillon Drive	Main Street	Willowbrook Drive

Alleys

Randi Drive	Cortland Drive
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FINANCIAL/BUDGET IMPLICATIONS

Funding in the amount of \$1,212,695.44 has been processed on this project with ten percent (10%) withheld retainage, and is available from CIP accounts 398-8201-521-8002 project code ST2052 and 398-8201-521-8002 project code ST2075.

Budget Account Number and/or Project Code	Account or Project Title	Budget Amount	Proposed Amount
ST2052	398-8201-521-8002	\$997,439.38	\$997,439.94
ST2075	398-8201-521-8002	\$350,000.00	\$350,000.00
Total		\$1,347,439.38	\$1,347,439.38

RECOMMENDED ACTION

City staff recommends that the City Council approve a resolution to authorize the final acceptance of the 2013 Annual Contract for Concrete Repair/Maintenance of Streets and the release of retainage in the amount of \$134,743.94 plus accrued interest on the retainage to Tri-Con Services, Incorporated; and authorize the Mayor to execute the necessary documents.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AUTHORIZING FINAL ACCEPTANCE OF THE 2013 ANNUAL CONTRACT FOR REPAIR/MAINTENANCE OF STREETS AND THE RELEASE OF RETAINAGE IN THE AMOUNT OF \$134,743.94 PLUS ACCRUED INTEREST ON THE RETAINAGE TO TRI-CON SERVICES, INCORPORATED; AUTHORIZING THE MAYOR TO EXECUTE THE

NECESSARY DOCUMENTS AND TO ISSUE PURCHASE ORDERS PURSUANT TO APPROVAL; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council accepted the bid of and awarded a contract to Tri-Con Services, Incorporated for the concrete repair/replacement contract as per Bid No. 2011-47; and

WHEREAS, Tri-Con Services, Incorporated has completed the project; and

WHEREAS, City staff has inspected the construction ensuring that it complies with the provisions of the contract and recommends acceptance of such improvements as well as final payment and release of retainage; and

WHEREAS, the City of Rowlett desires to accept such improvements and recommends the final payment for the project consisting of the release of retainage plus interest.

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

Section 1: The City Council of the City of Rowlett hereby accepts the completion of the 2013 Annual Concrete Repair/Maintenance Contract for Streets and approves the release of the retainage to Tri-Con services, Incorporated in the amount of \$134,743.94 plus accrued interest on the retainage to Tri-Con Services, Incorporated; and authorizing the Mayor to execute the necessary documents

Section 2: The City Council does hereby authorize the Mayor to execute the necessary documents pursuant to approval and authorize the issuance of purchase orders to conform to this resolution as appropriate

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

ATTACHMENTS

Exhibit A – Final Pay Request & Affidavit of Bills Paid Exhibit

Attachment 1 – Map of Locations

RECEIVED

DEC 05 2013

CITY OF ROWLETT
UTILITIES

PAYMENT REQUEST

PROJECT:	<u>2013-29 Annual Contract for Concrete Repair & Maint.</u>	PROJECT NUMBER
OWNER:	<u>City of Rowlett, TX</u>	<u>2013-29</u>
CONTRACTOR:	<u>Tri-Con Services</u>	
ENGINEER:		

PAYMENT PERIOD FROM: 12/5/2013 TO 12/5/2013 ESTIMATE NO: 11 - FINAL

SUMMARY OF PAYMENT ESTIMATE VALUES FROM ATTACHED INVOICE

Original Contract Amount	\$1,300,000.00
Approved Change Orders	\$47,439.38
Current Contract Amount	\$1,347,439.38
Total Value of Original Contract Performed (Attachment "A" consisting of 1 pages)	100.00%
Extra Work on Approved Change Orders	\$47,439.38
Materials on Hand	\$0.00
Total Value of Work to Date	\$1,347,439.38
Less Amount Retained at 0 %	\$0.00
Net Amount Earned on Contract	\$1,347,439.38
Less Amount of Previous Payments	\$1,212,695.44
BALANCE DUE THIS STATEMENT	\$134,743.94
Percentage of Contract Paid to Date	103.65%

The undersigned Contractor certifies that all work, including materials on hand, covered by this Periodical Payment has been completed and delivered and stored in accordance with the Contract Documents, that all amounts have been paid by him for work, materials, and equipment for which previous Periodical Payments were issued and received from the Owner, and that the current payment shown herein is now due.

Contractor: Tri-Con Services

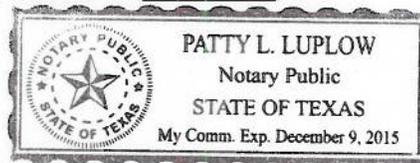
By: 
Ian Gerber

Date: 12/5/2013

Subscribed and sworn to before me this 5 day of DECEMBER, 2013

Notary Public: 

My Commission expires: 12-9-15



Recommended for Payment by

By _____ Date _____

Recommended for Payment by
City of Rowlett Inspector

By  12-9-13
Date

Recommended for Payment by

By  12-9-13
Date

Approved for Payment by
City of ROWLETT

By _____ Date _____

ATTACHMENT "A"

PROJECT: Annual Contract for Concrete Repair &
Maintenance (Bid # 2013-29)

Pay Request

OWNER: City of Rowlett

CONTRACTOR: Tri-Con Services

Date: up to 12-5-13

DESCRIPTION	Total QTY to date	QTY this Estimate	UNIT	UNIT PRICE	Total \$ This Pay Request
Saw Cut Concrete Pavement	11480		LFT	1.50	0.00
Remove and install 8" class "C" concrete Street Pavement	14503.66		SY	44.00	0.00
Remove and install 10" class "C" concrete Street Pavement	10.84		SY	52.00	0.00
Remove existing pavement and install 8" class "C" concrete using high early concrete	91.8		SY	49.00	0.00
Remove and install 10" class "C" concrete pavement using high early concrete	25.87		SY	60.00	0.00
Remove and install class "C" concrete Alley pavement	1945.27		SY	40.00	0.00
Remove and install class "C" concrete Alley approach	0		SY	40.00	0.00
Class "A" Integral concrete curb six inches (6")	9276.6		LFT	24.00	0.00
Remove and install class "A" separate concrete curb & gutter 30" or match existing curb and gutter	0		SY	47.00	0.00
Remove and install class "C" Concrete Driveway	600.38		SY	44.00	0.00
Remove and install class "A" concrete 4 ft Sidewalk at minimum depth of four inches	1916.6		LFT	15.60	0.00
Remove and install class "A" concrete 8ft Sidewalk at minimum depth of four inches	74.4		LFT	19.50	0.00
Construct sidewalk retaining (variable height) up to 36 inches	286		SF	6.00	0.00
Install Stamped Colored concrete (match existing color and pattern)	0		SY	45.00	0.00
Remove and install Barrier free ramps	21		EA	350.00	0.00
Remove and install Barrier free double barrier free ramps	0		EA	700.00	0.00
Install Topsoil to grade between sidewalk and curb	385		CY	15.00	0.00
Excavation of failed sub-grade and install Cement Treated Base (CTB) and re-compact to STD proctor density. Native material shall be compacted to 95% STD proctor prior to installation of CTB	0		CY	60.00	0.00
Excavation of failed sub-grade and install Flex Base and re-compact to STD proctor density. Native material shall be compacted to 95% STD proctor prior to installation of Flexbase.	5473.79		CY	52.50	0.00
Remove and install Inlet top and throat to the proper elevation	0		LFT	105.00	0.00
Remove and install 10ft Inlet to the proper elevation	0		EA	2,600.00	0.00
Remove and install 15ft Inlet to the proper elevation.	0		EA	3,000.00	0.00
Remove and Install 20 ft Inlet to the proper elevation.	0		EA	4,100.00	0.00
Remove and install Concrete Flume to the proper elevation.	0		SY	30.00	0.00
Install Sod and match existing grass	2049.66		SY	10.00	0.00
Remove and install Median Nose.	0		SY	50.00	0.00
Remove and install New Manhole cover and ring	0		EA	600.00	0.00
elevation.	0		EA	190.00	0.00
Install New water valve cover and stack (Bass Hays 340-1) to the proper elevation	0		EA	150.00	0.00
Adjust existing Water valve cover and stack to the proper elevation.	4		EA	75.00	0.00
Deploy Portable Message Board	2		DAYS	100.00	0.00
Furnish and install 24 inch root barrier by Deep Root	313		LFT	8.00	0.00
Install Type A dry rock rip rap (12" thick)	0		SY	40.00	0.00
Adjust Sprinkler heads to the proper height.	32		EA	35.00	0.00
Relocate Irrigation system.	131		LFT	3.00	0.00
Furnish and install all pavement Markings removed during construction. This includes raise pavement markers and thermoplastic striping	0		LFT	15.00	0.00

Total value this Pay Request	0.00
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CONTRACTOR'S AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF DALLAS

Personally, before me the undersigned authority, on this day appeared
Ian Gerber, who, being duly sworn, on oath, says that he is a legal
representative of Tri-Con Services, Inc.

and that the contract for the construction of the project, designated as

Concrete REpair of Streets & Alleys Bid #2011-47
(Purchase Order No.: 130206)

has been satisfactorily completed and that all bills for materials, apparatus, fixture,
machinery and labor used in connection with the construction of this project have, to the
best of my knowledge and belief, been fully paid.

Ian Gerber
Signature

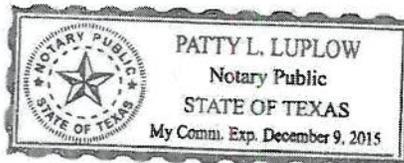
MANAGER
Title

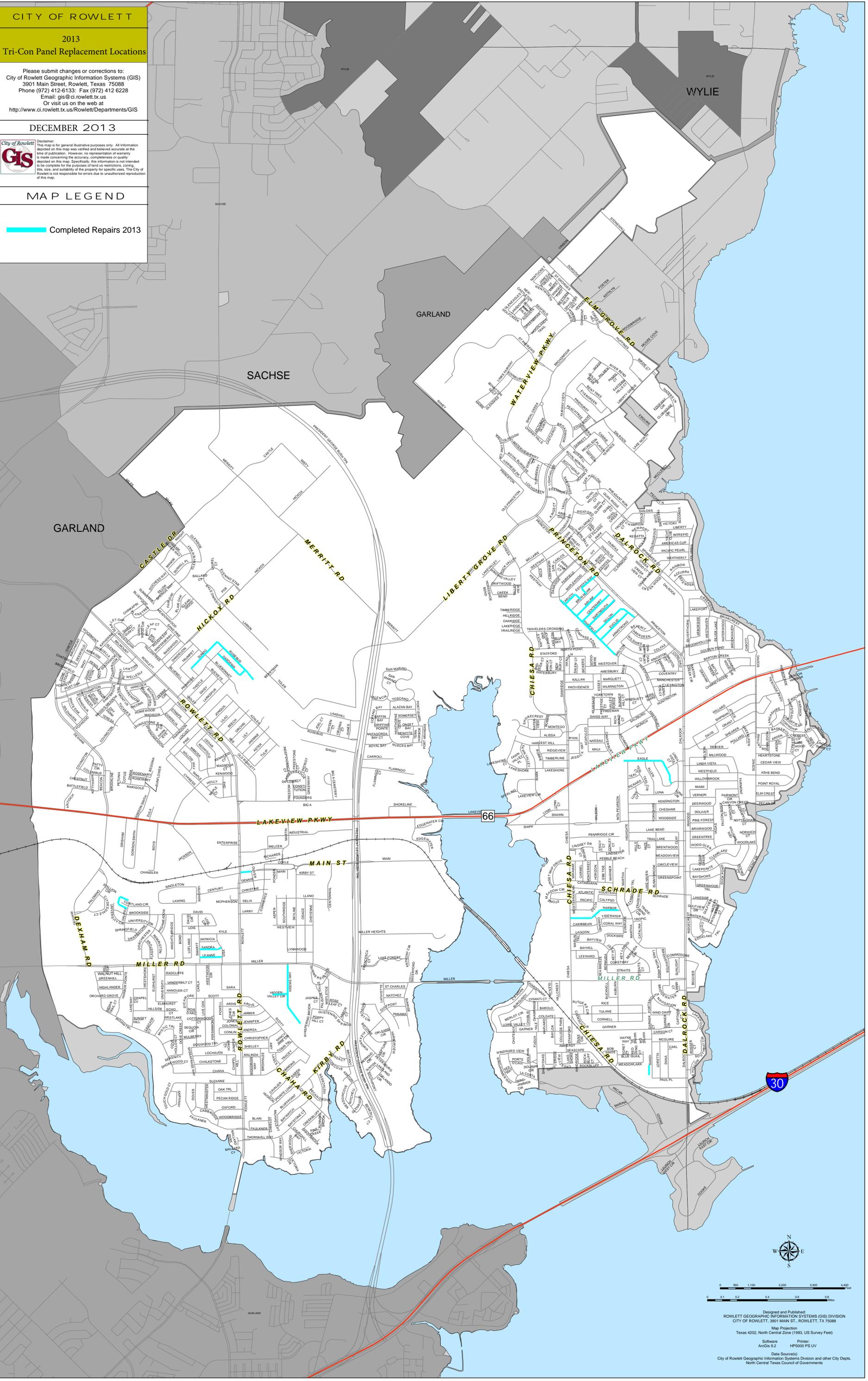
Sworn to and subscribed before me this 5 day of December

2013

Patty L. Luplow
Notary Public in and for

Dallas County, Texas





CITY OF ROWLETT

2013
Tri-Con Panel Replacement Locations

Please submit changes or corrections to:
 City of Rowlett Geographic Information Systems (GIS)
 3901 Main Street, Rowlett, Texas 75088
 Phone (972) 412-6133; Fax (972) 412 6228
 Email: gis@ci.rowlett.tx.us
 Or visit us on the web at
<http://www.ci.rowlett.tx.us/Rowlett/Departments/GIS>

DECEMBER 2013

City of Rowlett GIS

Disclaimer:
 This map is for general illustrative purposes only. All information depicted on this map was verified and believed accurate at the time of publication. However, no representation or warranty is made concerning the accuracy, completeness or quality of the information on this map. Specifically, this information is not intended to be complete for the purposes of land use restrictions, zoning, title, size, and suitability of the property for specific uses. The City of Rowlett is not responsible for errors due to unauthorized reproduction of this map.

MAP LEGEND

Completed Repairs 2013



Designed and Published:
 ROWLETT GEOGRAPHIC INFORMATION SYSTEMS (GIS) DIVISION
 CITY OF ROWLETT, 3901 MAIN ST., ROWLETT, TX 75088

Map Projection:
 Texas 4202, North Central Zone (1983, US Survey Feet)

Software: ArcGIS 9.2 Printer: HP5000 PS UV

Data Source(s):
 City of Rowlett Geographic Information Systems Division and other City Depts.
 North Central Texas Council of Governments



City of Rowlett

Staff Report

4000 Main Street
P.O. Box 99
Rowlett, TX 75080-0099
www.rowlett.com

AGENDA DATE: 01/21/14

AGENDA ITEM: 7C

TITLE

Consider action to approve a resolution authorizing the City Manager to enter into a Cooperation and Lease Addendum agreement with the Rowlett Chamber of Commerce effective January 1, 2014.

STAFF REPRESENTATIVE

Brian Funderburk, City Manager
Jim Grabenhorst, Director of Economic Development

SUMMARY

The City of Rowlett and the Rowlett Chamber of Commerce have had a longstanding strategic partnership in promoting a favorable business climate and economic development initiatives within Rowlett and the surrounding region.

This action will continue to build upon that strategic partnership and provide for additional opportunities for both entities to work together to promote economic development in Rowlett.

BACKGROUND INFORMATION

The Rowlett Chamber of Commerce has been focused on “promoting the business community, economic well-being, and quality of life” in Rowlett since 1974. The City of Rowlett and the Rowlett Chamber of Commerce entered into a lease agreement in 1998 for property located at 3910 Main St. in the old First Christian Church building.

The Rowlett Chamber of Commerce notified the City in August 2013, of its interest in amending the current lease agreement and discussing various ways that the two organizations could continue to partner to grow, retain and assist the local business community.

DISCUSSION

As a result of the Chamber request in August 2013, both entities (City & Chamber) began to discuss additional strategic opportunities that would strengthen both organizations and provide for mutually beneficial resources in promoting Rowlett’s business environment.

In addition to the existing lease agreement, the Chamber and City currently partner together on various activities including: Chamber Monthly Luncheons; Economic Development Advisory Board; Chamber Board of Directors Meetings; Main Street Event Series; Chamber Make a Connection Events, Young Entrepreneurs Academy (YEA); Fourth of July Freedom Festival; and Rowlett Stampede, just to name a few.

The current lease agreement between the City and Chamber runs until March 2021 and provides the ability to renegotiate the terms of said agreement during renewal periods. As a result of the City's efforts to secure a development partner on specific City-owned properties within Downtown, potentially including the building and property currently leased by the Chamber, both parties acknowledge the need to further define their ongoing partnership moving forward as new development and redevelopment occurs.

The Cooperation Agreement & Second Lease Addendum attached as Exhibit A, outlines the negotiated terms as follows:

Lease Addendum

City of Rowlett:

- Secures the right to terminate the lease agreement with a 6 month written notice should development or redevelopment occur on this site.
- Will accommodate the relocation of the Chamber offices to other City property.

Chamber of Commerce:

- In exchange for the termination clause, the rental payment will be reduced to \$1 annually for the remainder of the lease term.
- Ability to secure future office location in other City facilities upon mutual agreement through remaining lease term of March 2021.

Cooperation Agreement

City of Rowlett:

- Receives ownership of "Rowlett.com" domain name and all associated IP addresses and subdomains.
- Economic Development Advisory Board will review and oversee the implementation of the Chamber's fiscal sustainability business plan.
- Receive Chamber membership privileges under the same terms and conditions of other members of the Chamber.
- Mutually work with the Chamber to sponsor various events and reduce or waive fees accordingly.
- Continue to work with the Chamber to develop strategic opportunities to promote Rowlett.

Chamber of Commerce:

- Receives an annual payment of \$25,000 in exchange for transferring ownership of the "Rowlett.com" domain name to the City.
- Will develop a fiscal sustainability business plan within 180 days and the Economic Development Advisory Board will help oversee the implementation of said plan.
- Provide Chamber membership privileges under the same terms and conditions to the City.
- Mutually work with City to sponsor various events and reduce or waive fees accordingly.
- Continue to work with the City to develop strategic opportunities to promote Rowlett.

FINANCIAL/BUDGET IMPLICATIONS

The proposed Cooperation Agreement provides for an annual payment of \$25,000 to the Chamber in exchange for transferring the ownership of the "Rowlett.com" domain name to the City along with the Chamber's development of a sustainability plan and successful implementation of said plan as overseen by the City's Economic Development Advisory Board. The annual payments would occur in February and are subject to City Council annual appropriations. The proposed Addendum to the lease would amend the rent payment to \$1 annually from the current amount of \$700 per month. All other fiscal provisions of the lease remain unchanged.

As a result, the total budget impact to the City will be \$33,400 annually split between the Economic Development Fund (\$25,000) and General Fund (\$8,400). The FY2014 General Fund budget reflects an amount of \$6,000, which will be reduced to \$2,100 for this year and \$1 for future years. A budget amendment is not requested for FY2014 as funds are available in the Economic Development Fund to cover the \$25,000 within the existing budget, and telecommunication rental revenues are expected to exceed the General Fund revenue's decrease that will occur as a result of the loss of the Chamber's rent.

Budget Account Number and/or Project Code	Account or Project Title	Budget Amount	Proposed Amount
Economic Development Fund			
104-6502-430.7608	Economic Development - Advertising	\$25,000.00	\$25,000.00
General Fund			
101-0000-371.0127	Misc. Revenue- Rentals and Leases	\$6,000	\$1

RECOMMENDED ACTION

City Staff recommends the City Council approve a resolution authorizing the City Manager to enter into a Cooperation and Lease Addendum agreement with the Rowlett Chamber of Commerce effective January 1, 2014.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING A COOPERATION AND LEASE ADDENDUM AGREEMENT WITH THE ROWLETT CHAMBER OF COMMERCE, PROVIDING FOR THE USE AND RENTAL OF CITY FACILITIES, DISBURSEMENT OF FUNDS, AND OTHER TERMS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and the Rowlett Chamber of Commerce have entered into a lease agreement for city-owned facilities which have been used as office space by the Rowlett Chamber of Commerce; and

WHEREAS, the Chamber has requested an amendment to the existing Lease as well as financial assistance for its operations; and

WHEREAS, since the City's economic development goals and the Chambers mission coincide, the City Council finds and determines that amending the existing lease agreement and providing fiscal assistance would further the goals of the City and the Chamber and would be in the best interest of the public welfare.

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

Section 1: That the City Council of the City of Rowlett hereby accepts and approves the Cooperation and Lease Addendum Agreement with the Rowlett Chamber of Commerce, a true and correct copy of which is attached hereto and incorporated herein as Exhibit "A," to be effective on and from January 1, 2014.

Section 2: That the City Council hereby authorizes the City Manager to execute the Cooperation and Lease Addendum Agreement, following approval by the City Attorney, by and on behalf of the City.

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

ATTACHMENT

Exhibit A – Cooperation Agreement & Second Addendum to Lease Agreement

COOPERATION AGREEMENT AND
SECOND ADDENDUM
TO LEASE AGREEMENT

This Cooperation Agreement is between the City of Rowlett, Texas, ("City") and the Rowlett Chamber of Commerce ("Chamber") and includes a Second Addendum to Lease Agreement, amending the Lease Agreement dated January 5, 1998, ("Lease") and the Addendum ("Addendum") to the Lease entered into on April 3, 2001.

Lease Addendum

1. Notwithstanding Section 3 of the Lease and Section 1 of the Addendum, the Chamber shall pay rent to the City in the amount of one dollar (\$1.00) per year payable on the due date for rental payments set forth in the Lease (to wit, the first day of April of each year), commencing on January 1, 2014 and continuing throughout the remaining duration of the Lease term and any extensions thereof.
2. Notwithstanding anything contained in the Lease or Addendum, either party may terminate the lease of the Premises at will or for the public convenience on six (6) months' written notice to the other party. In the event of termination by the City prior to March 23, 2021, the City shall accommodate the relocation of office space by the Chamber, which may include but is not limited to providing to the Chamber office space and conference room facilities under the same terms as outlined in Section 1. The City's accommodation shall include office space and facilities for at least three persons, access to and use of a conference room, and appropriate ancillary facilities at a City-owned building. The specific location shall be determined by mutual agreement of the parties. Under no circumstances shall the City's accommodation under this paragraph be interpreted so as to require the City to lease office space and facilities on the Chamber's behalf at a non-City owned building.

Cooperation Agreement

3. The Chamber transfers, assigns and conveys to the City all right, title and interest in and to the domain name "Rowlett.com" and shall execute such documentation and perform such actions as may be necessary or appropriate to transfer ownership of the domain and all associated IP addresses and subdomains to the City.
4. The City shall grant to the Chamber the sum of \$25,000.00 on February 1, 2014, and on February 1 of each year thereafter for the use, benefit and support of the Chamber. This commitment is subject to annual budget appropriations and may be terminated, extended or modified by the City at the City's sole discretion; provided, however, that if this annual payment is terminated within three (3) years of the effective date of this Second Amendment, the transfer and assignment of the domain name "Rowlett.com" shall, on written notice to the City, revert back to the Chamber.
5. The City's commitment to remit annual payments to the Chamber may continue indefinitely subject to the following: The Chamber shall develop a business plan or model under which it will demonstrate its fiscal sustainability. The plan shall be submitted to the City for its review and comment within 180 days of the effective date of this Second Amendment. The successful implementation of the Chamber's business plan shall be a primary criterion in the City's continuation of and potential increases in the annual payments made hereunder. The

City's Economic Development Advisory Board shall act as the joint City and Chamber oversight body of said plan or model.

6. The City shall pay annual membership fees to the Chamber in the amount of \$1800.00, for Chamber membership privileges under the same terms and conditions of other members of the Chamber. The City and the Chamber shall mutually agree to waive certain fees for City- and Chamber-sponsored events in an effort to be strategic partners on events, which may include but is not limited to the Chamber 5K event, the Chamber Stampede event, the Chamber monthly luncheon, and the City's July 4th event (including a booth). The City shall continue to make available to the Chamber meeting rooms at the Rowlett Community Centre at no cost to the Chamber for its monthly luncheons. The Chamber shall be entitled to the use of Meeting Rooms, A, B, and C from 11:00 AM to 2:00 PM one day each month, which is currently the second Wednesday of each month. The Chamber may, for business necessity, change the day so long as the selected day is a weekday and does not interfere with other scheduled City functions or Community Centre commitments. The use of the meeting rooms shall continue to be in accordance with City policies for such use.

7. The City, acting through its economic development department, and the Chamber shall continue to work together to discuss and develop strategic opportunities for both parties and shall use best efforts to participate in and/or sponsor each other's and joint events.

8. Unless otherwise modified or amended herein, all other provisions of the Lease remain in full force and effect.

This Addendum is executed on this the _____ day of _____, 2014.

ROWLETT CHAMBER OF COMMERCE

CITY OF ROWLETT, TEXAS

By: _____
President

By: _____
City Manager