



# 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.*

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Tuesday, May 20, 2014

5:15 P.M.

Municipal Building – 4000 Main Street

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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 (5:15 P.M.)\* Times listed are approximate**
  - 2A. The City Council shall convene into Executive Session pursuant to Texas Government Code, §551.087 (Economic Development) and §551.071 (Consultation with Attorney) to receive legal advice from the City Attorney, to discuss and deliberate commercial or financial information received from business prospects and the offer of financial or other incentives to business prospects that the governmental body seeks to have locate, stay, or expand in the Downtown District, and to discuss economic development incentives and a Development Agreement with Integral Development LLC and Catalyst Urban Development LLC on City owned property located in Downtown. (45 minutes)
3. **WORK SESSION (6:00 P.M.)\* Times listed are approximate**
  - 3A. Discussion regarding the economic development agreements with Integral Development LLC and Catalyst Urban Development LLC as the City's development partner for the development of "Village of Rowlett," a mixed use catalytic project located on specific City-owned property within the Downtown District. (30 minutes)
  - 3B. Discuss development agreement with American Golf Corporation for projects at Waterview Golf Course. (30 minutes)
  - 3C. Discuss changes associated with the Substantial Amendment to the City of Rowlett Community Development Block Grant 2011-2015 Consolidated Plan and 2013 Annual Plan for Community Development Needs; and seek direction from City Council with regard to the Housing Rehabilitation program. (15 minutes)

- 3D.** Discuss the appointment of a representative from the City Council to the Regional Transportation Council of the North Central Texas Council of Governments (NCTCOG). (15 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.** Hear Second Quarter Investment Report for March 31, 2014.
- 5B.** Proclamations recognizing the 2014 Rowlett Arts and Humanities Commission's Young Artist Exhibit winners.
- 5C.** Proclamation recognizing the week of May 18 – 24, 2014 as National Public Works Week.
- 5D.** Update from the City Council and Management: Financial Position, Major Projects, Operational Issues, Upcoming Dates of Interest and Items of Community Interest.

**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 March 27, 2014, City Council Joint Meeting, and the May 6, 2014, City Council Meeting.
- 7B.** Consider action to approve a resolution denying the rate increase requested by Atmos Energy Corp., Mid-Tex Division.
- 7C.** Consider action to approve a resolution awarding a bid for the purchase of two 2015 Dodge Ram 4500 Diesel Ambulances to Horton Emergency Vehicles in the amount of \$180,971 each

for a grand total of \$361,942 through the Interlocal Cooperative Purchasing Agreement with Houston-Galveston Area Council (H-GAC).

- 7D.** Consider action to approve a resolution exercising the first of three one-year renewal options for the purchase of emergency medical supplies and medication for Rowlett Fire Rescue to Bound Tree Medical LLC as the primary vendor and Henry Schein Matrix as the alternate vendor in the unit prices bid and in an estimated annual amount of \$65,000 through the Interlocal Cooperative Purchasing Agreement with the City of Cedar Hill.
- 7E.** Consider action approving a resolution amending the Master Fee Schedule for rate and fee changes to the Emergency Services section for Ambulance Fees.
- 7F.** Consider action to approve a resolution entering into an Interlocal Agreement with Dallas County Schools, which will allow both governmental entities to cooperatively purchase goods and services under each other's competitively bid contracts.
- 7G.** Consider action to approve a resolution approving a list of projects for Waterview Golf Course for an estimated amount of \$830,448 and a budgetary contingency of \$50,000 for a total amount not to exceed \$880,448.
- 7H.** Consider action to approve a resolution authorizing the purchase of a wastewater pump for the Westside Lift Station to Xylem Water Solutions USA, Inc. in the amount of \$65,619.36.
- 7I.** Consider action to approve a resolution accepting the bid of and awarding a contract to Camino Construction, Incorporated in the amount of \$1,100,879 for the total base bids and up to \$20,000 for an early completion bonus, resulting in a total project amount of \$1,120,879 for the Alley Reconstruction Project and authorizing the Mayor to execute the necessary documents for said services.

## **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.*

- 8A.** Consider action to approve a resolution approving a Substantial Amendment to the City of Rowlett Community Development Block Grant (CDBG) 2011-2015 Consolidated Plan and 2013 Annual Plan for Community Development Needs; authorizing the City Manager to execute the Amendment; and approving and authorizing the execution of a Subrecipient Grant Agreement with Life Message, Inc. in the amount of \$28,688 for funding of health and human services primarily benefitting low-income residents during the 2013 CDBG program year.

- 8B.** Consider an ordinance to amend Part V of the City of Rowlett Code of Ordinances to adopt an amended Master Thoroughfare Plan Map.
- 8C.** Consider a resolution authorizing the Mayor to enter into Development Agreements with Integral Development, LLC and Catalyst Urban Development, LLC as the City's development partner for the development of "Village of Rowlett," a mixed use catalytic project located on City-owned property within the Downtown Urban Village Form Based District.
- 8D.** Consider a resolution canvassing the results of the General Election held Saturday, May 10, 2014, for the positions of Councilmember Place One, Councilmember Place Three, and Councilmember Place Five.

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

**9. ADJOURNMENT**

*Laura Hallmark*

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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](http://www.rowlett.com)) on the 16<sup>th</sup> day of May 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](http://www.rowlett.com)

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**AGENDA DATE:** 05/20/14

**AGENDA ITEM:** 2A

**TITLE**

The City Council shall convene into Executive Session pursuant to Texas Government Code, §551.087 (Economic Development) and §551.071 (Consultation with Attorney) to receive legal advice from the City Attorney, to discuss and deliberate commercial or financial information received from business prospects and the offer of financial or other incentives to business prospects that the governmental body seeks to have locate, stay, or expand in the Downtown District, and to discuss economic development incentives and a Development Agreement with Integral Development LLC and Catalyst Urban Development LLC on City owned property located in Downtown. (45 minutes)



# City of Rowlett

## Staff Report

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

**AGENDA DATE:** 05/20/14

**AGENDA ITEM:** 3A

### **TITLE**

Discussion regarding the economic development agreements with Integral Development LLC and Catalyst Urban Development LLC as the City's development partner for the development of "Village of Rowlett," a mixed use catalytic project located on specific City-owned property within the Downtown District. (30 minutes)

### **STAFF REPRESENTATIVE**

Brian Funderburk, City Manager

Jim Grabenhorst, Director of Economic Development

### **SUMMARY**

The Development Agreement documents with Integral Development, LLC and Catalyst Urban Development, LLC as the City's development partner for the Village of Rowlett project will allow for the first catalyst project within the Downtown area utilizing the Urban Village District zoning classification under the Form Based Code (FBC).

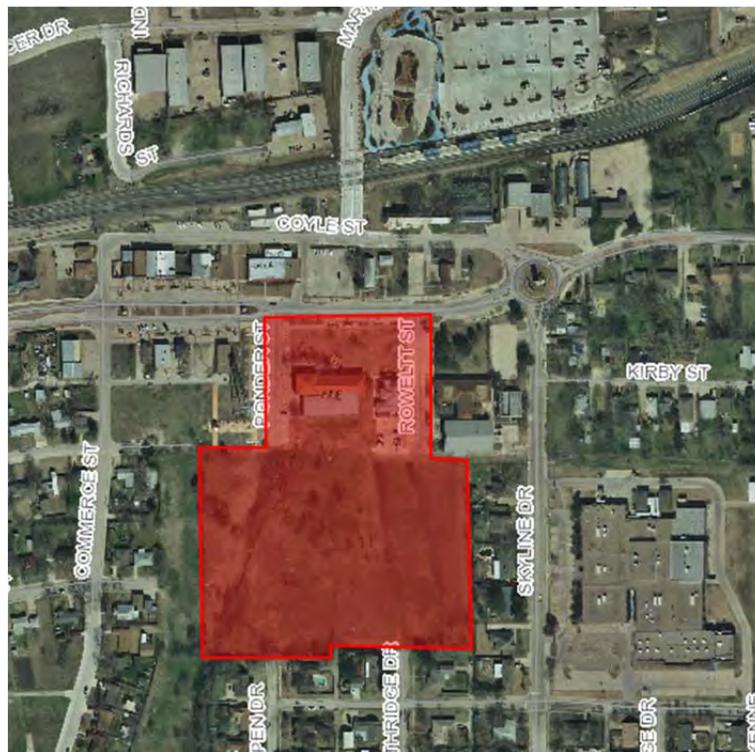
The Village of Rowlett is a \$30 million project on approximately 12 acres of City-owned property that will introduce a range of urban densities within five modern housing concepts, local retail and commercial destinations, high quality pedestrian amenities and a unique vibe all its own. The project will save existing trees while offering a range of green amenities including: a community garden, dog park, yoga lawn, bocce ball court, pocket green courts, and urban streetscapes within an urban resort setting. Planned to offer 215 urban living units, nearly 20,000 feet of activated commercial space, and over 400 parking spaces, the Village of Rowlett is set to forever change the quality and validity of urban development in Downtown. One of the City's goals for this project is to catalyze the entire Downtown area by using City-owned property to create market interest and demand. The City anticipates significant subsequent private investments in the Downtown District following the introduction of this project. Downtown Rowlett can, and will, provide a new kind of village center that combines various land uses, mixed densities, and public venues in a unique and historic transit oriented development setting. (Attachment 2)



Bird's Eye View of the Village Center

### BACKGROUND INFORMATION

The subject property is generally located south of Main Street, east of Commerce Drive and west of Skyline Drive. It is approximately 12 ± acres located within the Downtown Urban Village FBC District that was rezoned on November 6, 2012 as part of the Realize Rowlett 2020 Phase II Initiative and is governed by the City's FBC. A location map can be viewed below:



Downtown Rowlett has been a focus of City development efforts as a way to create a vibrant community core while leveraging the City's commitment nearly 30 years ago to bring public transportation – Dallas Area Rapid Transit (DART) to Rowlett. Several City facilities (City Hall campus, Library, Development Services, Public Works & Utilities and the Animal Shelter) all reside within the current Downtown boundaries. In addition to the commitment of public transit (DART), the community has invested in several infrastructure improvement projects over the last ten years to prepare Downtown for future development.

In 2010, the City embarked on Realize Rowlett 2020. Realize Rowlett 2020 is the City's Comprehensive Plan that guides decisions on all development. Phase I served to update the comprehensive plan and was adopted by City Council on September 11, 2011. Phase II was about implementing the vision and led to the adoption of new zoning regulations in four key areas on November 6, 2012, to ensure the vision was realized for these areas. Downtown was one of the initial key areas and, in addition to the new zoning regulations, a formal Strategic Downtown Plan was also adopted at that time.

A key component and action item from the Strategic Downtown Plan and incorporated in the overall Economic Development Strategic Plan is the use of key City-owned properties to catalyze development within Downtown.

Since the adoption of the Strategic Downtown Plan and new zoning regulations, the City has actively marketed Downtown Rowlett opportunities and has received feedback from several development entities interested in pursuing catalyst projects on City-owned properties. To that end, staff utilized a Request for Qualifications (RFQ) process that determined the level of market interest from the private sector, allowed for development entities to demonstrate their expertise and capabilities and enabled the City to select a short list of finalists to interview and become the City's partner in implementing the community's vision established in the Strategic Downtown Plan.

This RFQ process outlined the opportunity, project vision, submittal requirements, selection process and timelines associated with selecting the City's development partner. As with Realize Rowlett 2020, a Downtown RFQ Advisory Committee was formed by City Council in May 2013, to engage community stakeholders and provide a recommendation to City Council upon receipt and evaluation of responses received.

Following is the timeline of activities that occurred in the development of the Village of Rowlett project plan:

May 2013:

- City Council established Downtown RFQ Advisory Committee (May 7 & May 21, 2013)

June-September 2013:

- Downtown RFQ Advisory Committee finalized RFQ documents (June 20 & August 15, 2013)

- Presented opportunity to target list of development partners (August & September, 2013)
- Conducted site visits with interested development partners (September, 2013)
- Presented final RFQ documents to City Council (September 3, 2013)

October 2013:

- RFQ released to development community (October 1, 2013)

November-December 2013:

- Downtown RFQ responses due (November 1, 2013)
- Determined short-list of development partners and conducted interviews (November 13 & December 4, 2013)
- Downtown RFQ Advisory Committee made recommendation and City Council selected Integral Development LLC & Catalyst Urban Development LLC (December 17, 2013) – Attachment 3

January-April 2014:

- Discussed existing site conditions & market research (January 6, 2014)
- Held a series of charrettes and project concept/visioning meetings (February 10, 24 & 28, 2014)
- Meetings with City Council, Downtown RFQ Advisory Committee, Library Advisory Board & Friends of Rowlett Public Library (March & April, 2014)

May 2014:

- Presented Village of Rowlett project plan (May 6, 2014)
- Present Development Agreement documents for formal Council consideration (May 20, 2014)

As a matter of perspective, the decision towards this Development Agreement and other Economic Development assistance like it started in September 2010 when the City set out to update the Comprehensive Plan. From that point forward, the Realize Rowlett 2020 process was driven by the Community's vision and the goal to provide long-term fiscal sustainability for the City. Four of the City's main guiding principles that will be met by the subject project are as follows: "*value existing neighborhoods*", "*maximize the benefits of major public infrastructure investments (existing and planned)*", "*make Rowlett a Community that is attractive to people at all stages of their life*", and "*invest in places of lasting value and distinctive character*".

It was acknowledged throughout the Realize Rowlett 2020 Phase II process that while the FBC provides applicants with a more streamlined process by allowing for administrative approvals; this is paired with much higher design standards than conventional zoning, which in turn will produce projects that will retain long-term value for the City. However, it also requires a more substantial investment from the development community up front than conventional zoning. Thus, City participation will be required, especially in the first few catalyst projects for each development type, in order to prove up the market and remove barriers to development.

The Village of Rowlett project is the first significant Downtown “Urban Village” project to be formally submitted to the City since the adoption of the FBC. It meets the full intent of the FBC, and is aligned with the original vision for “Downtown” as noted in the Comprehensive Plan. Thus, City participation is in line with the statements outlined in both the Comprehensive Plan and the Strategic Downtown Plan regarding the need to “remove barriers to investment” and the importance of looking at all individual projects as contributing to the City’s overall success.

Both the project itself and the related Development Agreement documents have been thoroughly vetted – not only by City Staff, but by the City’s representative Chris Coble of Black Label Real Estate (BLRE) and the City’s third party real estate economists in order to ensure that it meets the expectations for the Form Based Urban Village District both by way of design and fiscal sustainability. Throughout our proactive and strategic approach in selecting a development partner for Downtown Rowlett, the City has engaged and communicated regularly to stakeholders and decision makers the market realities to achieve the community’s vision. The Village of Rowlett is an unprecedented investment for Downtown and for Rowlett as a whole. This vision requires a partnership of public sector investments that have not occurred before, and requires an activation of a market that currently doesn’t exist in Rowlett. This vision required the City to be proactive in selecting a development partner with the experience and qualifications (Attachment 3) to produce the kind of place that will spur heightened activity for Downtown. The City has known through our planning process (from the Strategic Downtown Plan) that a catalytic project like the Village of Rowlett would require a partnership and financial investment from the City that may exceed 25 percent of the project value to cover infrastructure and requirements of the FBC design standards. Without the City’s public investment and partnership, said vision would more than likely not materialize. The Village of Rowlett project will require a partnership and public investment of approximately 20 percent and is in line with the expectations needed and is critical to realizing the long-term vision for Downtown.

Based on that, and for all the reasons presented above, Staff, BLRE, and the City’s third party real estate economists are supportive of the Development Agreement documents, which outline the partnership between the City and Integral Development, LLC & Catalyst Urban Development, LLC.

## **DISCUSSION**

For this project, the City strategically engaged the development community by proactively recruiting through the RFQ process. Upon recommendation by the Downtown RFQ Advisory Committee and formal selection by City Council on December 17, 2013, of the Integral/Catalyst team; City staff, BLRE, and the City’s third party real estate economists, reviewed said partnership structure and began a lengthy negotiation process with briefings to City Council in Executive Sessions’ to arrive at the Development Agreement terms outlined below.

The City of Rowlett has adopted by resolution a Policy Statement for Economic Development Incentives. Said policy statement indicates that the City of Rowlett is committed to the promotion of high quality development in all parts of the City and to an ongoing improvement in the quality of life for its citizens. Insofar as these objectives are generally served by the enhancement and expansion of the local economy, the City of Rowlett will, on a case-by-case

basis, give consideration to providing incentives as stimulation for economic development in Rowlett.

The following is a summary of the key provisions within the Development Agreement documents:

Integral & Catalyst – Developer Roles & Provisions:

- Commencement of Construction – April 1, 2015, subject to mutually agreed extensions
- Completion of Construction – No later than twenty-four (24) months from Commencement of Construction
- Shall obtain and secure appropriate financing to pay for the full design, engineering, development and construction of the Project, and shall demonstrate, to the City's satisfaction, that appropriate funds or financing have been secured for the Project's full development
- Minimum Private Investment of approximately \$24 million for improvements as per the Concept Site plan. (Attachment 1)
- Construction and funding \$2.4 million of infrastructure improvements for all roadways, water, wastewater, stormwater and public realm improvements for the project subject to reimbursement by the City through 380 grants
- Shall install all public realm improvements in the project according to high standards as defined in the agreements and pay associated Municipal Management District (MMD) special assessments for ongoing maintenance as levied
- Construction, funding and completion of three-story mixed use building fronting Main Street to house the Rowlett Public Library in approximately 11,700 square feet of ground floor space
- Enter into a Purchase & Sale Agreement for the appraised value of the property with the City through the Rowlett Chamber Foundation
- Enter into a five-year lease for the Rowlett Public Library and provide \$233,900 tenant improvement allowance to City for improvements of finishing space
- Pay all other normal City fees, building permit and inspection fees, etc.

City of Rowlett – Roles & Provisions:

- Enter into a Purchase & Sale Agreement for the appraised value of property with Integral & Catalyst through the Rowlett Chamber Foundation and provide a 380 grant for said appraised value.
- Waiver of impact fees in exchange for Integral & Catalyst constructing all public infrastructure improvements.
- Reimbursement of infrastructure improvements for all roadway, water, wastewater, stormwater and public realm improvements for the project through 380 grants not to exceed \$1,950,000.
- Annual 380 grants equal to one hundred percent (100%) of City ad valorem property taxes paid by Integral & Catalyst for the property for a period of fifteen (15) years with a net present value equivalent of approximately \$2,000,000.

- Recapture (claw back) provision should Integral & Catalyst breach or fail to meet any one or more of the performance obligations then they will refund all 380 grant amounts previously paid or waived.
- Reverter provision in which the property would revert back to the City should Integral & Catalyst fail to commence construction or complete construction per the dates above.
- Develop a transition plan for the Rowlett Public Library to include continuous operations in a short-term location until the Library space is completed on the ground floor in the project's most prominent building on Main Street.
- Develop a transition plan for the Rowlett Chamber of Commerce per our existing Cooperation Agreement and discuss the potential for relocation of the existing building.

In addition to the above, Staff provides the following information as it relates to the partnership structure:

- Partnership structure is performance driven, Integral & Catalyst must secure financing; make approximately \$24 million in private investment; complete construction and annually pay 100% of City ad valorem property taxes before receiving annual 380 grants in the form of 100% rebate of ad valorem taxes over 15 year period.
- \$6 million public investment over 15 year period nets \$24 million in private investment by early 2018, which equates to 4:1 return ratio.
- Public investment represents 19.9% "gap" on \$30 million project – at low end of the range for catalyst projects.
- Property today (City-owned) doesn't generate any property tax revenue.
- Catalytic nature of Village of Rowlett project expected to spur additional private investment throughout Downtown District of approximately \$200 million over the next 10-15 years which could generate approximately \$1,500,000 annually in property tax revenue for the City.

## **FINANCIAL/BUDGET IMPLICATIONS**

This item is for discussion purposes, with formal Council consideration to occur under Individual Consideration later in the published City Council agenda. For purposes of discussion within the Work Session, the following information is provided:

Since this is a public/private partnership, the Development Agreement document structure is performance driven; the project's financial impact is summarized above and in the charts below.

The Village of Rowlett project will be a \$30,000,000 single-phase investment generating nearly \$225,000 thousand dollars annually in property tax revenue and between \$15,000 – \$45,000 annually in sales tax revenue to the City; creating a significant number of indirect construction jobs and providing a diversification of housing options and unique commercial/retail options for

the citizens of Rowlett. The charts below provide additional information on the public/private investment and direct economic impact of this project:

<b>Village of Rowlett Project</b>	<b>Approximate</b>
<b>Value of Private Investment</b>	\$24,000,000
<b>Value of Public Investment</b>	\$6,000,000
<b>Annual City Property Tax Revenue</b>	\$225,000
<b>Annual City Sales Tax Revenue</b>	\$15-45,000
<b>Catalytic Effect on future development within Downtown District</b>	\$200,000,000 over next 15 years
<b>Project specific Return on Public Investment</b>	\$4 to \$1

<b>Public Private Partnership</b>		
<b>Private Investment</b>		
Equity & Debt		24,243,515
<b>Total Private Investment</b>		<b>24,243,515</b>
<b>City Investment</b>		
Land Contribution (subject to appraisal)		1,650,000
Public Infrastructure		2,400,000
Property Tax (380 Grant/TIF)		1,968,449
<b>Total City Investment</b>		<b>6,018,449</b>
<b>Total Public Private Investments</b>		<b>30,261,964</b>

<b>CITY INVESTMENT - SOURCE OF FUNDS</b>		
Land Contribution (subject to appraisal)		1,650,000
Public Infrastructure		
Impact Fees		450,000
Existing Impact Fee Fund Balance		1,250,000
CIP Funds		700,000
Property Tax (380/TIF)		1,968,449
<b>Total Public Investment</b>		<b>6,018,449</b>

**RECOMMENDED ACTION**

N/A

**ATTACHMENTS**

Attachment 1 – Village of Rowlett Concept Site Plan

Attachment 2 – Village of Rowlett May 6<sup>th</sup> City Council Presentation

Attachment 3 – Integral/Catalyst Qualifications & Experience





# VILLAGE OF ROWLETT

*A New Town Center of Sustainable Development*

Project Vision and Conceptual Ideas

May 6<sup>th</sup>, 2014



## Site & Market Analysis

### Why Downtown Rowlett?

- The City's proactive leadership as evidenced by this process is a critical ingredient to the long term success of Downtown Rowlett
- Visioning and policy efforts to date have coalesced community support also necessary for this success
- Public land holdings allow for a catalytic investment effort in the core of the community
- We believe a properly executed TOD can have a transformative impact on the community's awareness of downtown
- The proximity of schools to the downtown district provides the opportunity for a dialogue with GISD to further customize their offerings
- We believe this location can provide a new kind of village center that combines various land uses, mixed densities, and public venues in a unique and historic TOD setting



## Downtown's Context

### Strengths:

- Unique historic agri-commercial street character
- Proximity to PGBT and DART
- Existing retail and services on 66
- Proximity to the lake
- Suburban “edge” identity and quality perception
- Walkable schools for all grades
- **Potential to strengthen identity as Rowlett’s “center of town”**

### Challenges:

- Lack of activated programming
- Contrasting development on both sides of DART rail
- Main Street is overly wide
- Poor commercial positioning
- Lack of distinct market presence
- Lack of infrastructure south of Main on public land
- **Market comparables**

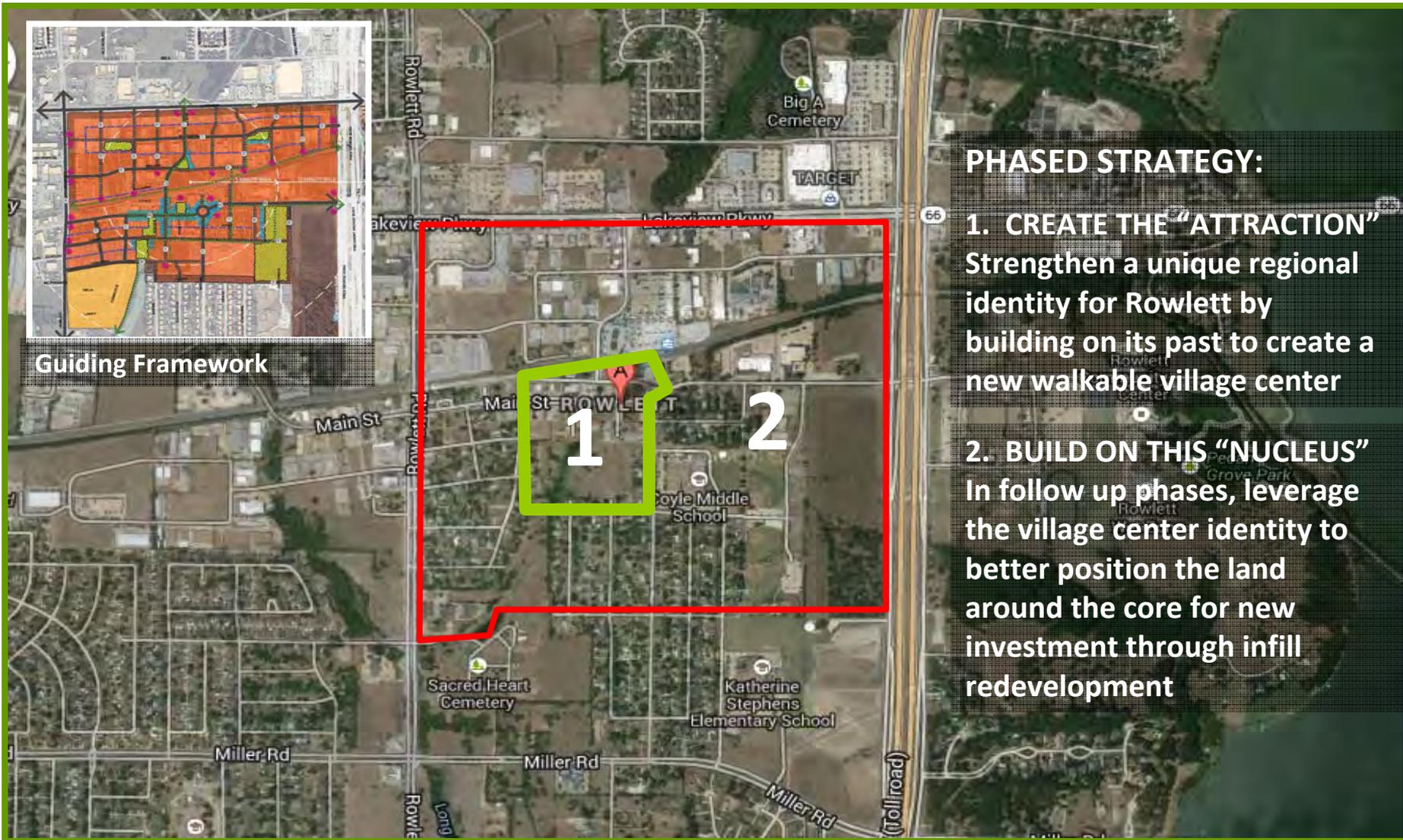


## A Process to Induce Change

- The City prepared visionary plans and enacted proactive policies towards the issuance of an RFQ
- Integral / Catalyst responded to the City's RFQ
- We have studied downtown and its context, and have worked with SMU graduate students (CEE 8326 Sustainable Development) to further brainstorm our proposal and programming concepts
- We have researched the marketplace and determined a mix of land uses that we believe can be financed
- We have worked closely with City staff in the preparation of multiple plan concepts leading to a refined master plan strategy
- We stand ready to implement the following development strategy and related master plan



# Our Development Strategy



## PHASED STRATEGY:

1. CREATE THE “ATTRACTION”  
Strengthen a unique regional identity for Rowlett by building on its past to create a new walkable village center
2. BUILD ON THIS “NUCLEUS”  
In follow up phases, leverage the village center identity to better position the land around the core for new investment through infill redevelopment

# A Unique Mixed-Use Village within an Agrarian Town Center Theme



# A Small Town "Resort" Experience



Quality Traditional Building Form



Resort-Style Amenities



Quality Urban Streetscapes and Frontage



Yoga Lawn



Dog Park



Community Garden



Luxurious Sophisticated Living

Photo and Planning Credit: RTKL Associates Inc

# A Vibrant Daytime-Nighttime Experience on Main Street



## Defined by Mixed-Use Urban Buildings in Key Locations



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# VILLAGE OF ROWLETT

*A New Town Center of Sustainable Development*



## Engaging and Pleasant Streetscapes Throughout



Photo and Planning Credit: RTKL Associates Inc



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# VILLAGE OF ROWLETT

*A New Town Center of Sustainable Development*



# Offering an Agrarian Town Center Identity



# Ripe with “People Places”



Photo and Planning Credit: RTKL Associates Inc



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## VILLAGE OF ROWLETT

*A New Town Center of Sustainable Development*



## Garden Courts and Mature Trees



## Connected Pocket Parks



## And Meaningful Municipal Buildings and Gathering Places



## Phase One Site

- Need for Building Infill and Gateway
- Large front lawn disconnects Main Street experience
- Irregular urban edge and development sites
- Need for urban streetscape
- Large existing trees and drainage feature
- Single family adjacency
- Existing street connection points



- Main Street is overly wide and lacks visual hierarchy
- Large setback in front of City Hall disconnects a defined Main Street experience
- Need for urban streetscape along parking street stub
- Single family adjacencies
- Middle school within walking distance
- Primary development site lacks visibility

# Master Plan

- New retail infill buildings along Main Street including restaurant/bar with outdoor music picnic and dance plaza north of water tower
- New live work and townhome infill along Dennis Street
- Existing library block redeveloped as mixed-use development
- Central green combines community garden, pool and residential amenities
- Pocket greens and carriage units
- Existing trees retained around drainage feature



- Current development proposal and pocket park on Main Street
- Mixed-use municipal center development block (new city hall building, adaptive reuse of existing city hall to library and new community center expansion building)
- Public parking surrounding municipal block along streets
- Carriage way resident club as visual terminus
- Pocket park within street and carriage residences with private gardens combine with existing tree line to create transition to existing community

## Creating a Mixed-Use Main Street Frontage





Bird's Eye View of the Village Center



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# VILLAGE OF ROWLETT

*A New Town Center of Sustainable Development*



## Offering a Central Green and Resident Clubhouse





View of the Community Club



View of the Central Green

## Rowlett Street Building Types

3 Story Apartments with Live/Work Ground Floor to Accommodate Market Flexibility while Creating Urban Streetscape



2 Story Rowhouse Bungalows with Porches Facing Front Lawns and Formal Urban Streetscape, and Having Private Gardens Behind



## Ponder Street Building Types

3 Story Apartments with Front Yards along Streetscape to define a More Green-Urban Streetscape



2 and 3 Story Lofts with Front Stoop Entries Facing Urban Streetscape, Private Garages, Mezzanine Bedrooms, Unique Materials and Views



## Pocket Green Building Types

3 Story Townhomes with Rear Parking Court, Private Garages, and Urban Streetscape Frontage along Dennis Street



2 and 3 Story Green Carriage Residences with Streetscape Frontage on Dennis, Internal Mews and Pedestrian Greens, or Christine. Each has Private Garages and Vaulted Spaces



# Our Goal is the Creation of a Destination Unique to Rowlett





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# VILLAGE OF ROWLETT

*A New Town Center of Sustainable Development*





# CITY OF ROWLETT

Request for Qualifications for Urban  
Master Development Partner for  
Downtown Rowlett / RFQ #2014-01

**Integral / Catalyst Team**

Friday, November 1, 2013

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## VILLAGE OF ROWLETT

*Resort Living in a Sustainable Mixed-Use Setting*



# CITY OF ROWLETT RFQ #2014-01

Urban Master Development Partner for Downtown Rowlett



**The Integral Group**  
Atlanta, GA  
Tel: 404.224.1860  
[www.integral-online.com](http://www.integral-online.com)



**Catalyst Urban Development**  
Dallas, TX  
Tel: 214.446.3918  
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Integral Development LLC and the Integral Development Team (comprised of Catalyst Urban Development/Urban Design and Urban Engineers/WDG/Hue Design/Paper Kites Studio) welcomes the opportunity to serve as the Urban Master Developer for Downtown Rowlett's Development in downtown Rowlett as described in the Request for Qualifications. As requested, enclosed you will find one original copy and one electronic version of our proposal. Our Development Concept will focus on four central components:

- Transform the downtown Rowlett site/s into a catalyst development/s that will spur further investment in the downtown area as envisioned in the Rowlett 2020 downtown vision studies.
- Activate a neighborhood scaled commercial/civic/retail corridor and create a high-quality pedestrian experience that will connect residents, the surrounding community, Rowlett's civic services and DART riders.
- Create a vibrant/active community environment by integrating high-quality residential, that would include a range of housing options from perhaps a workforce component to upper market-rate housing.
- Create a sustainable development through contextual design and New Urbanist principles.

Our project team is uniquely qualified to meet these goals; bringing a unique combination of National and Local/DFW development experience. We believe our Team is uniquely qualified to leverage this experience to the advantages of the Downtown Rowlett Development. The Integral Development Team has successfully completed more than 50 similar development projects - transformed hundreds of acres of land, in 15+ cities and 10+ states and developed more than 10,000 housing units.

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- With a focus on resurrecting old or creating new urban neighborhoods to provide more environmentally sound/sustainable people-friendly communities, the Integral Team specializes in blending housing, retail, office and civic venues within organized public gathering spaces through our leading-edge master plan/master developer services and residential development expertise.
- Our ability to leverage the Integral Development Team's institutional knowledge, extensive track record and internal resources in market rate and community development, property management, construction and infrastructure program management places us at the forefront of the mixed-use and Transit oriented (TOD) development industry.
- We are firmly committed to economic revitalization which is sustainable both in a market/business sense as well as being green/smart-growth. Its projects often involve complex financing structures that include direct public funds (local, state and federal), tax incentive-backed capital, and conventional private debt and equity capital. The Integral Group has consistently demonstrated that it understands what it takes to successfully plan, develop and operate a project that transforms the identity of a community.
- Navigating through the challenges of developing a project in politically and community sensitive environments is a particular strength of The Integral Development Team. A large number of our projects have been some manner of public-private partnerships on a combination of ground leased and freehold land. We have successfully partnered with redevelopment authorities, Transit Authorities, housing agencies, municipalities, and other governmental entities across the nation and specifically in the local/Dallas area.

We understand the importance of this project to the City of Rowlett and it's citizens, to DART and the other Stakeholders. We will consistently focus on the City's objectives outlined in the Rowlett 2020 Plan, the Downtown Rowlett Vision Plan and other vital plans that affect Rowlett and will be committed to achieving the overall strategic goals that Rowlett seeks. We look forward to the opportunity to work with the city of Rowlett on this exciting project and appreciate the opportunity to submit our Qualifications.

Sincerely,

Art Lomenick, President of Development  
The Integral Group

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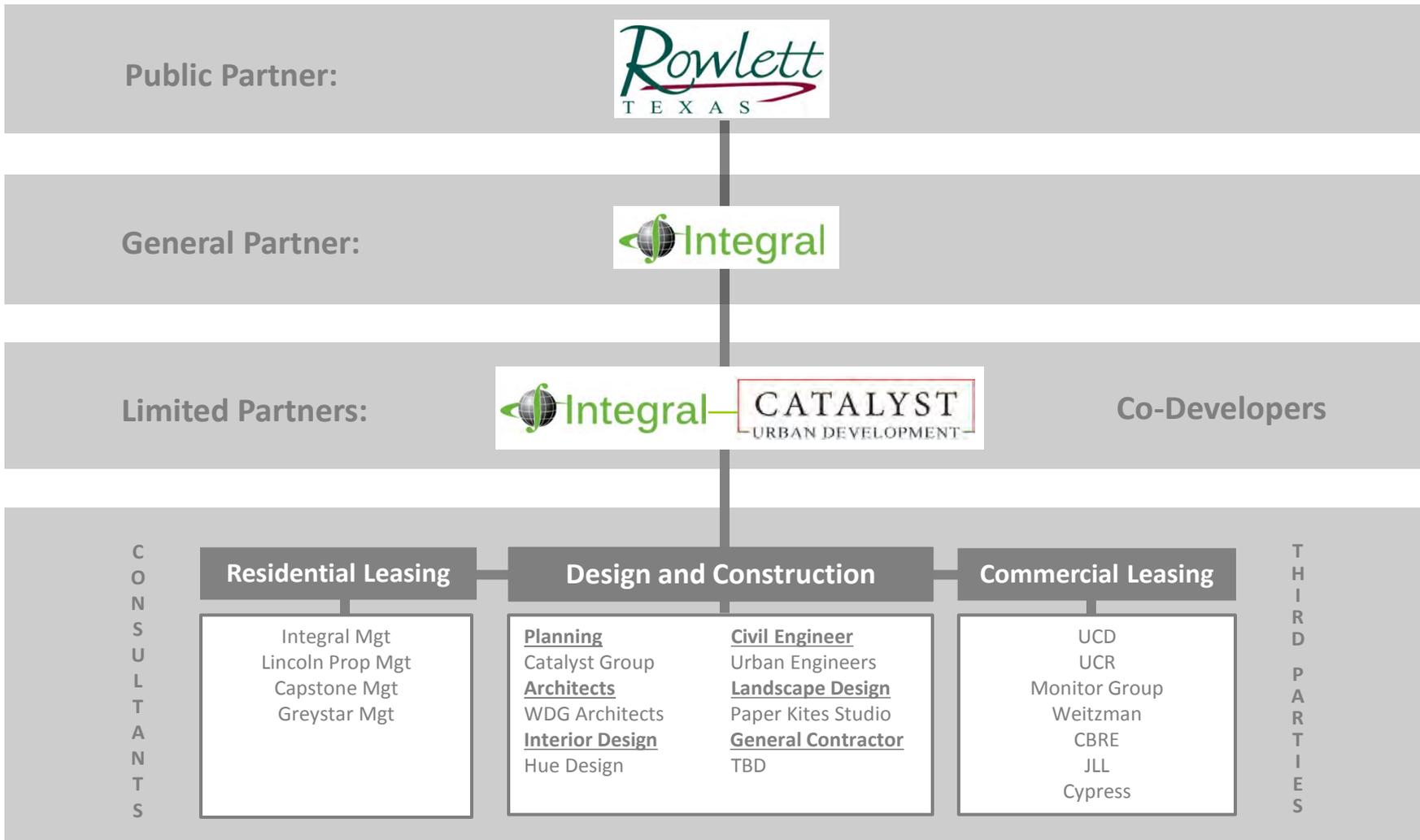
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# Integral / Catalyst Team

# Organizational Chart



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## Integral Experience -- Development Lead

- Integral's Development Division has successfully completed more than 50 projects with a total development cost approaching \$2 billion
- Developed hundreds of acres of land, in 12 cities and 9 states, developing nearly 7,000 housing units
- Highly successful at transforming well positioned, yet overlooked locations, into vibrant communities using creative financing & quality urban design
- Instrumental in creating healthy & sustainable urban centers that offer high quality of lifestyle opportunities & stimulate much needed economic development



### DESOTO TOWN CENTER – DESOTO, TX

- Moved city hall, library, performing arts center & health club into a shuttered shopping center
- Surface parking redeveloped into a mix of housing, retail & offices on system of pedestrian-oriented streets & a public plaza



### 5<sup>TH</sup> STREET CROSSING – GARLAND, TX

- Catalyst for revitalizing the historic Garland downtown area
- Public/private partnership, consists of 189 residential units with ground floor retail
- City of Garland participated in land assemblage, financial contribution & entitlement assistance



### UPTOWN DALLAS – DALLAS, TX

- Directed Development of over 2,000 housing units within 11 different buildings from 1993-2001
- Involved various forms of public/private partnership, including TIF & PID



### ADDISON CIRCLE – ADDISON, TX

- Worked with Town of Addison to establish development guidelines & public funding mechanisms to enhance viability

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## Integral Leadership -- Development Lead



**Art Lomenick**  
**President – Development**

- More than 25-years of mixed-use and master development experience, including Public-Private Partnerships
- Formerly Sustainable Development Leader for Parsons Brinckerhoff within the Place Making group
- Held senior leadership positions with the Staubach Company (now JLL), Columbus Realty Trust, High Street Residential, & Post Properties
- Worked directly with Catalyst Principal Paris Rutherford in the planning & development of Addison Circle & Legacy Town Center



**Egbert Perry**  
**Chairman and CEO**

- Real Estate, Construction, & Community Development professional for over 30 years
- Founded Integral in 1993 with a mission to “create value in cities and (rebuild the fabric of communities)”
- Experienced developer and/or builder of residential, office, retail, mixed-use, & industrial projects
- Graduate of the Wharton School at the University of Pennsylvania



**Christopher Motarella**  
**President and Managing Partner, Investment Management**

- Formerly Managing Director at Huron Consulting Group, a \$1 billion market cap NASDAQ company, and Founder/CEO of Urban Residential, an investment management firm focused on the development of urban mixed-use projects
- Developed over \$1 billion in real estate & completed joint venture projects with institutional partners including Apollo Real Estate Advisors, Abu Dhabi Investment Authority, Prudential Real Estate, Bank of America, the Carlyle Group, & New York Common Fund
- Built & managed development fund for the \$6 billion real estate investment group Boston Financial
- Graduate of Duke University & the Wharton School at the University of Pennsylvania

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## Catalyst Experience -- Co-Development Lead

- For over 20 years, Catalyst personnel have created planning & development strategies that have yielded successful mixed-use & transit-oriented developments while earning over 80 national, regional, & local industry awards
- Catalyst's capital market efforts have culminated in over \$1.3 billion of combined public & private financing completed through over 120 transactions since 2009
- Our principals have worked together for over 8 years and our team has over 75 years of collective experience
- We currently have \$170M in new development and are completing \$74 million in construction



### LAS COLINAS STATION – IRVING, TX

- \$44.6M traditionally financed development
- Co-Development Joint venture with Lennar
- 5-story TOD with 373 class-A apartments
- Directly across from Las Colinas DART Rail Station
- Construction start in 2<sup>nd</sup> Q 2014

### LANCASTER URBAN VILLAGE - DALLAS, TX

- \$30M public private partnership with Dallas
- Delivering quality mixed use TOD in one of the City's most difficult market areas
- Created innovative capital strategies that are now being used by HUD and the City of Dallas elsewhere

### KELLER SPRINGS LOFTS – ADDISON, TX

- \$38M traditionally financed development
- Orchestrated land assembly, entitlement and development through pre-construction disposition
- Planned to achieve mixed use over time as market evolves and matures
- Latest phase expansion of Addison Circle

### LEGACY TOWN CENTER – PLANO, TX

- Nationally regarded as one of the most successful town centers in the United States
- Completed the Urban Design & Planning strategy
- Helped attract all non-residential developers
- Assisted Art Lomenick in residential implementation

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## Catalyst Leadership -- Co-Development Lead



**Paris Rutherford**  
Principal, Catalyst Urban Development

- 24 year experience focusing on the creation of engaging mixed-use & transit-oriented development
- Orchestrating current development pipeline of \$170M in mixed-use & transit-oriented development
- Received over 80 national, regional and local industry awards
- 20 year experience working directly with Art Lomenick on 33 built developments including Legacy Town Center, Addison Circle, Uptown Dallas, Midtown Houston, St. Luke's District in Denver, the 5th Street Loft District in Austin, the Roosevelt District in Phoenix, Paseo Colorado in Pasadena, CA, Desoto Town Center, Downtown Garland & others
- Former President of Woodmont Investment Company, Practice Leader of RTKL Associates' Global Planning Practice, & Director of RTKL itself
- Graduate of the University of Southern California & Harvard University
- Mission is the creation of *Great Places* as measured in economic, experiential, and community terms



**Rhys Heinsch**  
Principal, Catalyst Urban Development

- 10 year experience focusing on successful financing strategy for real estate investments
- 8 year experience directing capital market efforts with Paris Rutherford
- Specializes in complicated capital assemblies & public private partnerships
- Orchestrating capital procurement on Catalyst's current development pipeline of \$170M
- Arranged over \$1.3 Billion in debt and equity across 140 transactions including both traditional & joint public/private financing since 2009
- Former Vice President of Woodmont Investment Company, Principal of Cole Investment Consulting, & investment analyst at Crow Family Holdings
- Graduate of the McCombs School of Business at the University of Texas at Austin

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## WDG Architecture

Lead Architect



WDG provides architecture, master planning & interior design, with award winning work in cities across the country.

### Mixed-Use & TOD Experience

- Arlington Gateway, in Arlington, Texas – A 1.2 million sf mixed-use development, including office, apartments, condos, & a hotel
- Savoye at Vitruvian Park in Addison, Texas – A retail & residential mixed use development
- 2400 San Jacinto in Dallas, Texas – A 21 story building with below grade parking, Class A office space & residential flats
- Taylor Building in Dallas, Texas – a 17 story residential tower with 8 story parking garage
- The Shore in Austin, Texas – A 22 story residential tower with 192 multifamily units
- Legacy at Memorial in Houston, Texas – A 25 story residential building with zen garden & other features
- Victory Park – The terrace & the Vista in Dallas, Texas – A major mixed use development with 222 multifamily units, 45,000 sf of retail & below grade parking

## Urban Engineers Group

Civil / Infrastructure & Traffic Analysis



Urban Engineers is a Dallas-based engineering firm specializing in Municipal Engineering, Transit, & Land development.

### Project Experience

- Preston Hollow Village, 42 acre Mixed-Use Development, Dallas, TX
- Park Central, 22 Acre Multi-Family Apartment Complex, Dallas, TX
- DeSoto Town Center, 15 acre Mixed-Use Development, DeSoto, TX
- Cityville Southwestern Medical District – Phase I, 5 acre Mixed-Use Retail Tract, Dallas, TX
- Cityville Carlisle, 3 acre Mixed-Use Retail Tract, Dallas, TX
- The Dwell at Turtle Creek, 2.4 acre Multi-Family Residential Development, Dallas, TX
- Cityville Greenville Mix-Use Retail, 4 acre Mixed-Use Tract, Dallas, TX
- Cityville Southwestern Medical District – Phase II & Cityville Lemmon Ave. Master Plan, 22 acre Mixed-Use Retail, Dallas, TX
- Southlake Town Square, 30 acre Mixed-Use Tract, Southlake, TX

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## Hue Design

Interior Designer

### HUE DESIGN

Hue Design provides interior architecture and interior design, with award winning work in projects across Texas.

### Project Experience

Past clients include:

- Inland American
- Boulevard Builders
- AMLI Residential
- Criterion Development Partners
- Lennar Multifamily
- Catalyst Urban Development

Past projects include:

- The Monterey – Dallas, TX
- Cityville Carlisle – Dallas, TX
- Cityville Oak Park – Dallas, TX
- Cityville Greenville – Dallas, TX
- University House Fullerton – Fullerton, CA
- Valencia Townhomes – Dallas, TX

## Paper Kites Studio

Landscape Architect

### Paper Kites Studio

Paper Kites is a full-service landscape design studio that focuses on creating simple, modern and engaging landscape and outdoor spaces.

### Project Experience

Paper Kites previous clients include single family residences throughout Texas, and commercial and multifamily properties throughout the region.

Past multifamily projects include:

- Sylvan Thirty – Dallas, TX
- Level Urban Apartments – Oklahoma City, OK
- McKinney Urban Village – McKinney, TX

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## Development Philosophy & Approach

Each of the Integral Development team's projects is a result of strong, public/private partnerships. It is a unique collaboration in which all parties benefit as each operates in specific areas of expertise. Our Team has successfully partnered with housing authorities, redevelopment agencies, municipalities, counties, and state and federal agencies across the nation, with an emphasis in the Southeast. We believe igniting real change begins with relationships between the public and private sectors and have worked diligently establishing great relationships with city officials, council members, state agency representatives and others.

The Development Team is very active in a number of public-private partnerships with local governments and cities that are seeking private sector approaches to utilizing public assets. Grouping highly experienced private sector developers with the public sector is a sure opportunity to deliver an exceptional community.

In addition, the Integral Development Team is currently involved in major public-private TODs that will reshape not only counties, but the state of Texas. Integral was recently named as one of the developers in the Multi-Modal Passenger Terminal (MMPT) project, the most significant transit oriented development in the Atlanta region.

The Integral Development Team relies on a menu of financing structures organized under public-private partnership umbrellas. The Development Team has worked extensively with city, county, and state officials to create first class projects that ignite change throughout communities. We understand the complexity of The City of Rowlett's vision. As an experienced Master Developer, the Integral Development Team, working with state, regional, city and other key stakeholders – will achieve your objectives. We can evidence years in business, many similar projects in our portfolios, a history of structuring successful public-private partnerships and deep relationships which will provide assurance that value can be maximized and jobs created. Our nationwide TOD experience has given us the opportunity to work with municipal and transit authorities in a spirit of cooperation to implement catalyst projects.

We envision the City of Rowlett and other public entities as partners for this project. As such, we will solicit their support and input to help accomplish the tasks and objectives of making downtown Rowlett a premier development for the City of Rowlett. This could range from assistance with entitlements, input on planning, or identifying funding for public portions of the project.

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## Design Philosophy & Approach

The center of any community is its downtown. A healthy downtown is the heart of the community and facilitates connectivity for its residents, first with one another, and second through all activities social, civic and commercial. The city of Rowlett has worked very hard to make sure that, in addition to the intrinsic assets of community, governmental and commercial uses, all the right external components are now in place to foster this goal, from the new DART rail station to PG&E, to the new urban plaza bridging across the rail, this is the perfect opportunity for great things to happen.

With a focus on protecting existing downtown investments while exploiting new opportunities, the design team will focus on crafting a new urban environment that is vibrant, active, and vital, providing the urban framework to become the economic engine of Rowlett's future prosperity. This project is the catalyst, a unique condition where the union of public and private investment forms a commitment to the greater community to establish something holistic and special - a unified Downtown District. Rowlett has a lot of challenges with the existing location of the city facilities, but we see that as a unique opportunity for civic integration into a new downtown that transcends the traditional model.

Creative responses to the urban conditions will focus on not just one project, but a commitment to all stakeholders that this should be a development over time with the ability to address changing market conditions and be equipped with the tools to endure beyond what we can foresee.

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## Interest in the Opportunity

The Integral Development Team has been developing communities in the Dallas Metroplex area over the last 30 years. Their experience ranges as the catalyst developer for uptown Dallas to the master developer for the City of Garland, Addison Circle, Legacy Town Center and Downtown Carrollton. Integral has been closely following the City of Rowlett's evolution as it became a TOD city over the last 5 years.

Integral and its Executives have successfully completed more than 50 development projects totaling approximately \$5 billion. Our company has transformed hundreds of acres of land, in 14 cities and 8 states, developing more than 7,000 housing units. Integral has been highly successful at transforming well positioned, and sometimes overlooked corridors into vibrant communities of choice.

With a focus on resurrecting old or creating new urban neighborhoods to provide more environmentally sound, user-friendly communities, we specialize in blending housing, retail, office and civic venues within organized public gathering spaces through our leading-edge master plan/master developer services and residential development expertise. With the capability to develop unique mixed-use / TOD communities , such as urban infill, edge city, and the adaptive re-use of historic buildings, we apply our strengths in neotraditional planning, design, and architecture to create these human-scale, immersive districts.

We are very excited to present the Integral Development Team and our team approach for this important project. We strongly believe from our collective experiences that a collaborative and close/trusting relationship must be established between the development team and City of Rowlett for a truly successful and vibrant sense of place to be established in this downtown development. The Integral Development Team, if selected, will strive with all of our resources and ensure that a collective and trusting relationship is formed so that a wholly successful is developed.

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## Financial Capacity

The Integral Development Team is a vertically integrated national real estate investment firm founded in 1993 and focused on the revitalization and enhancement of urban communities in major markets throughout the United States. The firm and its principals have led investments in major urban master planned communities and urban mixed-use projects. Key products include multifamily, senior housing and student housing as well as retail, office, hospitality, infrastructure and parking.

Our financing approach decidedly draws from our extensive development experience. Our team has performed planning in concert with implementation in cities across the Country. We feel it vital to utilize past funding measures that have worked for us in previous projects while accessing funding options through a variety of contacts known by our team. We will work diligently to pursue public (local, state and federal) funding and private debt and equity to collectively support the implementation of the program.

Key to the project's success will be identifying and securing major economic engines that will drive sustainable growth for generations. This project team understands these dynamics and the complexities that they entail – and has the creativity and capability to deliver.

Our ability to raise capital, even in the worse financial markets was demonstrated when we closed several deals during the downturn of the credit market in 2008. The Integral Development Team cannot overstate the importance of its experience in working with complex projects and developing innovative financing structures. We intimately understand public, private, partnership (P3) models, including all of the alternatives available to achieve success for both private equity investment and public participation. When appropriately structured and applied, P3s are the primary vehicles for creating value over time by incentivizing private capital and aligning public and private interests.

The firm and its senior executives have completed transactions in excess of \$5 billion in a variety of urban markets with various institutional partners through both discretionary fund vehicles and joint ventures. Integral would like to emphasize that our company is in sound financial condition, and have excellent relationships with lending institutions as well as other sources of equity.

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## Pre-DA Requirements

As a large national development firm, we will have underwriting criteria and will need approval of our investment committee to enter into a DDA.

## Existing Relationships

Past relationships for Integral include working with Linda Humboldt at the city of Desoto as the master developer for the Town Center. Integral and Catalyst have worked with DART and Dallas-area TOD in the past and in current projects.

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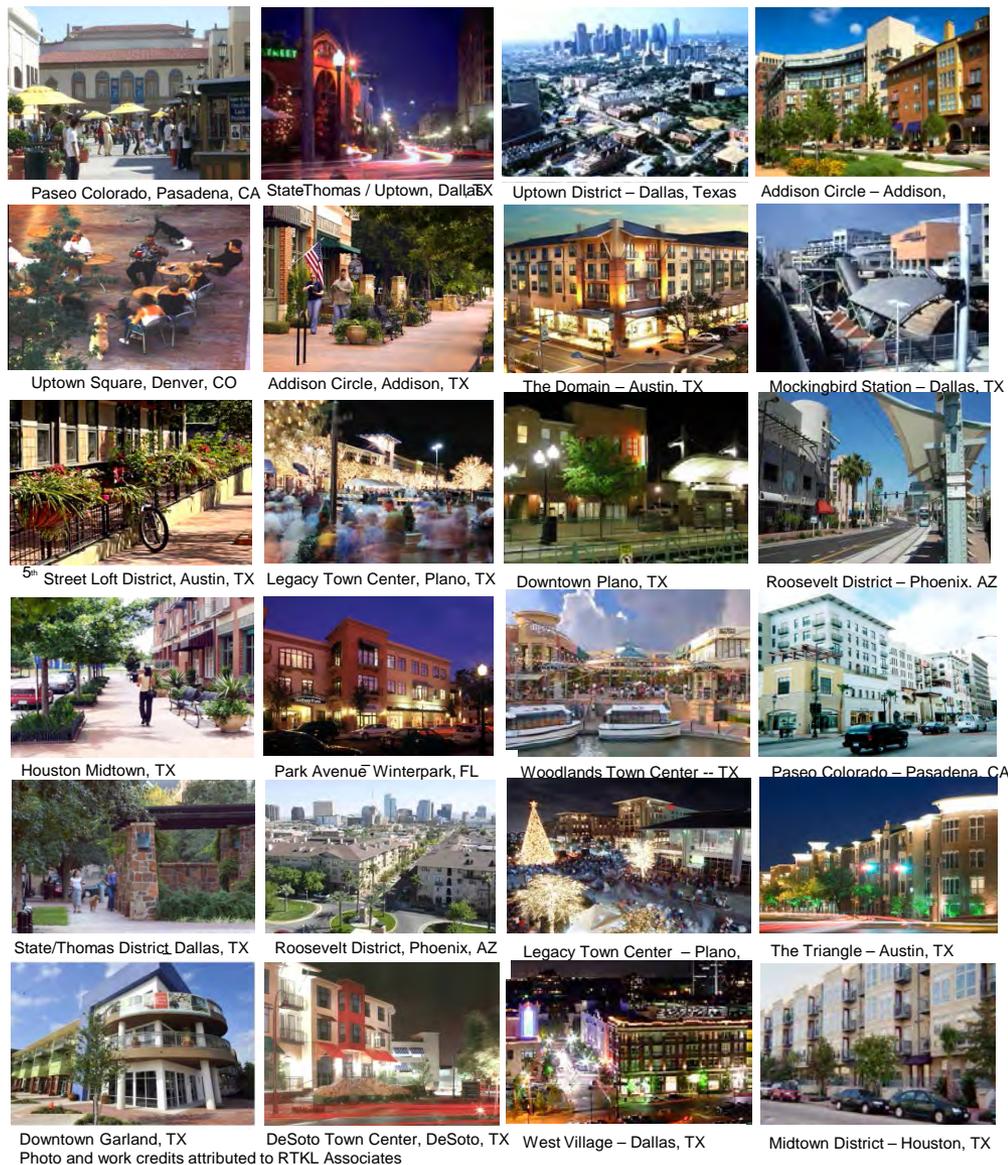
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# Why the Integral/Catalyst team?

- Art Lomenick and Paris Rutherford have worked together closely for over 20 years on nationally recognized successful places
- Our working relationship has resulted in 33 built projects across DFW, Los Angeles, Houston, Atlanta, Tampa, Phoenix, and Denver among other cities
- Both together and individually, we have worked on some of the region’s most successful and recognized TOD’s including Mockingbird Station, Addison Circle, Downtown Plano, Galatyn Station, Downtown Garland, DART Orange Line through Irving, etc
- We have a successful working relationship with our design and engineering consultants
- Our shared philosophy has caused us to form a strategic alliance to undertake developments such as Downtown Rowlett



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# City of Rowlett

## Staff Report

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

**AGENDA DATE:** 05/20/14

**AGENDA ITEM:** 3B

### **TITLE**

Discuss proposal approving a list of projects for Waterview Golf Course for an estimated amount of \$830,448 and a budgetary contingency of \$50,000 for a total amount not to exceed \$880,448. (30 minutes)

### **STAFF REPRESENTATIVE**

Brian Funderburk, City Manager

### **SUMMARY**

The Golf Advisory Board (GAB) has recommended a slate of projects for consideration by the City Council for the Waterview Golf Course. The purpose of this item is to approve a list of projects with an estimated budget to implement the projects over the course of the year.

### **BACKGROUND INFORMATION**

On December 18, 2012, the GAB provided recommendations to the City Council regarding additional improvements to the golf course, including funds to enclose the clubhouse, add a lake on Hole #2, modify the tee boxes on Hole #18, add additional trees and repair settled sprinkler trenches throughout the course. The Council took issue with repairing the trenches, agreeing with staff that it should be a contractual obligation of American Golf Corporation (AGC), and provided consensus to move forward with the remaining four projects. The additional trees recommended and the work on the tee box on Hole #18 was completed in 2013. However, the pavilion project and the lake at Hole #2 is now being considered as part of a slate of projects discussed with Council on March 18, 2014.

On March 18, 2014, the GAB provided recommendations to the City Council regarding five separate projects totaling \$820,672. Subsequent to that event, on April 1, 2014, the GAB recommended one additional project to add two additional tee boxes on Hole #6 and #16 for a total estimated cost of \$9,000 bringing the total estimated project costs to \$829,672.

Since March 18<sup>th</sup>, City staff has met with AGC staff on several occasions. AGC has expressed concern with the additional bunkers that they may affect the pace of play, a key priority with AGC. From the GAB's perspective, the bunkers offer a play dynamic forcing golfers to have to make decisions about the shot they wish to play, a key priority for the GAB. In order to properly evaluate and resolve the potential conflict, City staff and AGC has engaged the services of Professional Golf Services for a tee and bunker study. A key component of this study is to evaluate the golf course for a "balance" between pace of play and play dynamic. The study will result in a report that includes factors such as bunker locations, yardage reports, shot strategy and playability. It is possible that the study could recommend replacing tee boxes rather than

bunkers to achieve the same goal. Generally speaking, tee boxes are less expensive to build and maintain than bunkers.

Finally, City staff has been working with AGC to develop a time schedule for the proposed projects. While some of the projects could start quickly (i.e. drainage on Hole #10, retaining wall on Hole #18, etc.) other projects will need to be built around AGC's tournament schedule. In addition, AGC has requested that the lake project on Hole #2 be fully designed.

## DISCUSSION

As indicated above, the GAB has recommended six capital improvement projects for Waterview Golf Course. Those projects and a description of each project are listed below:

### **FY2014 Proposed Projects:**

On March 4, 2014, the GAB recommended five projects totaling \$820,672. This includes the recommendation for the Waterview Clubhouse and a revised project scope for the lake on Hole #2 from the December 2012 list. It also includes three new projects to fix drainage, add new bunkers and replace the retaining wall on Hole #18 (in partnership with the Waterview HOA). In addition, on April 1, 2014, the GAB added a recommendation to add two additional tee boxes for an estimated cost of \$9,000; bringing the total estimated cost to \$829,672. Finally, staff has updated the bid on the drainage project on Hole #18, increasing by \$776.

The complete list is itemized below:

Projects	Description	Projected Cost 3-18-14	Projected Cost 5-20-14
1	<b>Waterview Clubhouse Improvements</b>	\$518,304	\$518,304
2	<b>Add lake(s) on Hole #2</b>	71,288	71,288
3	<b>Drainage on Hole #10</b>	45,399	46,175
4	<b>New Bunkers</b>	34,880	34,880
5	<b>Replace retaining wall on Hole #18 tee box</b>	150,801	150,801
6	<b>Add two tee boxes on Hole #6 and Hole #16</b>	0	9,000
	<b>Total recommended expenditures</b>	\$820,672	\$830,448
	<b>Contribution from Waterview HOA</b>	(31,000)	(31,000)
	<b>Net cost to City of Rowlett</b>	\$789,672	\$799,448
	<b>Available balance in Fund 180 for FY2014</b>	(340,092)	(340,092)
	<b>Net shortfall (funds will be needed from financing or phasing)</b>	<u>\$449,580</u>	<u>\$459,356</u>
	<b>Net change from 3-18-14</b>		<u>\$9,776</u>

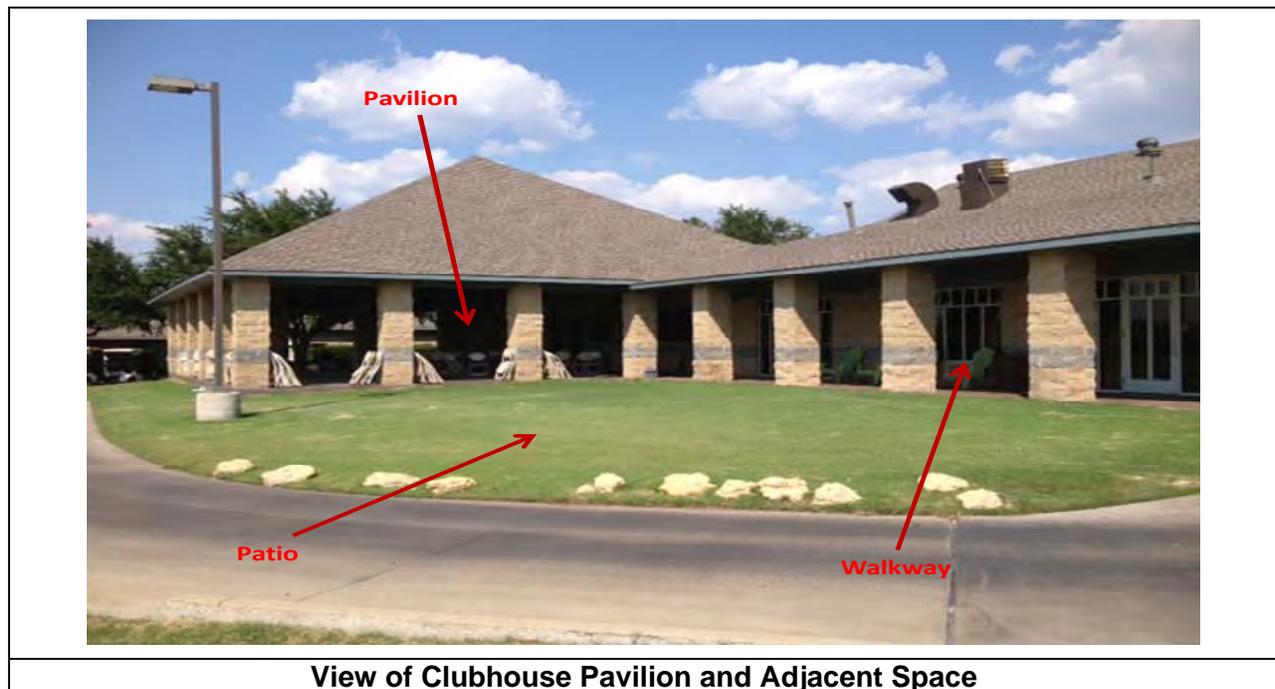
### ***Project One: Waterview Clubhouse Improvements***

Originally, the improvements to the clubhouse were to include only the enclosure of the pavilion; however, at the meeting with the City Council on December 18, 2012, the Council indicated a desire to have a patio considered as well. Also, once staff engaged American Golf in the discussions regarding the clubhouse, they requested consideration for adding the expansion of the dining room and bathrooms as alternate bids. The City's architect, Kelly McCarthy, completed those designs in December 2013, and the project was let for bid. By February, 2014,

the bids were received. With all components, the total project budget increased from an estimate of \$100,000, which was not derived from any specific analysis or quotes to a hard bid of \$518,304 for the base bid and all alternates. In its entirety, the clubhouse improvements include the enclosure of the pavilion, addition of a patio with a fire pit, and expansion and updating of the dining room and bathrooms. The emphasis of the project is to enhance the viability of the golf course as a community asset. The total cost is \$518,304 based on a bid from PCM and was recommended in its entirety by the GAB by a 3-2 vote.

The breakdown of the bids for the Waterview Clubhouse Improvements are as follows:

Item	PCM	Westcliffe	Grounds General Construction
<b>Base Bid (Pavilion)</b>	\$213,785	\$213,238	Disqualified. Did not meet requirements for bid.
<b>Alternate #1 – Dining Expansion</b>	\$147,056	\$152,657	
<b>Alternate #2 – Patio</b>	\$61,352	*\$72,011	
<b>Alternate #3 – Fire Pit</b>	\$6,411	\$11,583	
<b>Alternate #4 – Restroom Addition</b>	\$64,400	\$82,244	
<b>Landscaping</b>	\$25,300	*included above	
<b>Total Project (Base + Alternates)</b>	<u>\$518,304</u>	<u>\$531,733</u>	



**Project Two: Add Lake(s) on Hole #2**

In FY2013, at the GAB’s recommendation, the City set aside \$35,000 to build a lake or couple of lakes adjacent to the green of Hole #2. Since that time, the GAB and staff, along with a design engineer, evaluated locating the lake on the left side, in the center (in front of the green) and on the right hand side. AGC had significant concerns about locating the lake on the left side due to the concern that golfers who fear water hazards may intentionally hit the ball to the right

hand side bringing the homes along that side in play. There are no homes on the left hand side. Location of the ponds in front of the green was also rejected due to the relative high cost associated with earth movement. However, the placement of the lake on the right hand side adds an attractive dynamic to play without increasing the risk to our residents. As a result, based on a proposal from Larson Golf Services, totaling \$71,288, the GAB voted 5-0 to recommend this project.

#### ***Project Three: Drainage on Hole #10***

The drainage project on Hole #10 has been an issue for some time. Every time there is a rain event, the drainage pipe, which is undersized, backs up and into the back yards of residents who live along the golf course. The original bid for this project approximately one year ago was \$45,399. This project was rebid at \$46,175 in April 2014, a net increase of \$776. The project will increase the size of the pipeline from 10" to 15" and enhance the catch basins. The GAB voted 5-0 to recommend this project.

#### ***Project Four: New Bunkers***

Features and hazards are an intriguing part of what makes this sport so interesting to golfers. Water hazards and sand traps help stimulate and challenge players of all ages. One of the proposals the GAB considered was to add additional bunkers to the golf course on Hole #4 fairway, Hole #9 fairway or greenside, Hole #10 fairway, and Hole #15 fairway. Based on a proposal from Larson Golf Services, totaling \$34,880, the GAB voted 5-0 to recommend this project.

#### ***Project Five: Replace Retaining Wall on Hole #18 Tee Box***

For several years, the GAB has discussed the condition of the retaining wall on the Hole #18 Tee Box. This wood structure continues to fail and represents an unsightly blemish on the lake at the Northeast corner of Liberty Grove and Waterview Parkway. While American Golf is responsible for the maintenance of the retaining wall, piecemeal repair is not considered an attractive option. As a result, the Waterview HOA has discussed offering a \$31,000 contribution if this retaining wall is replaced with a high quality, durable material. Based on a proposal from Knight Erosion Control dated January 29, 2014, totaling \$150,801, the GAB voted 4-0, with one abstention, to recommend this project. If the Waterview HOA contributes \$31,000, the net cost would be \$119,801.



**Project Six: New Tee Boxes**

Like bunkers, tee box placement helps to stimulate and challenge players. This project would add two additional tee boxes on Hole #6 and Hole #16 for an estimated cost of \$9,000. This item was discussed by the GAB on April 1, 2014 and resulted in the GAB voting 5-0 to recommend this project.

**Funding Strategies:**

While the City has adequate funds in the Golf Fund for several different combinations of these projects, there are not adequate funds for all five projects. However, there are some funding strategies the Council may choose. In addition, the City currently has \$340,092 from leftover funds from FY2013 and current funds from FY2014. The amount available from the current year and projected amounts for the next three fiscal years totals \$894,291 as shown below.

Description	Available Funds
<b>Current (FY2014)</b>	
Budget for Lake on Hole #2 (\$30,000 budget less \$7,500 committed for design)	\$ 22,500
Budget for Pavilion Enclosure (\$100,000 budget less \$25,750 committed for engineering and architectural design)	74,250
Add'l Available in FY2014 (previous balances and current year differential)	<u>243,342</u>
<b>Total Available in FY2014*</b>	<b><u>\$340,092</u></b>
<b>Projected Future Funds (FY2015-FY2019)</b>	
2015	\$200,168
2016	182,481
2017	<u>171,550</u>
<b>Total Projected Funds for Three Year Period</b>	<b><u>\$554,199</u></b>
<b>Total Funds thru FY2019</b>	<b><u>\$894,291</u></b>
<b>*Does not include debt service reserve of \$427,682</b>	

The Council considered the financing options at the March 18, 2014, meeting. Based on that discussion, Council opted for Option One to fund as five projects with a 3-year tax note for the balance above the amount of cash available. The table below shows the financing strategy and includes the addition of the new tee boxes (Project 6) and the bid differential from the drainage improvements on Hole #10.

**Option One: Fund All Six Projects with a 3-year tax note and current funds**

Project	Estimated Cost
Gross Cost for Pavilion Base Bid, All Alternates; Lake(s) on Hole #2; Drainage on Hole #10; New Bunkers; and Replace Retaining Wall on Hole #18	\$830,448

<b>Project</b>	<b>Estimated Cost</b>
<b>Less estimated contribution from Waterview HOA</b>	(31,000)
<b>Less cash available for down payment</b>	<u>(340,092)</u>
<b>Net Amount to be Financed</b>	<u>\$459,356</u>
<b>Annual Amount of Three Year Tax Note @ 2%</b>	\$160,000
<b>Total Amount of Three Year Tax Note</b>	<u>\$480,000</u>
<b>Projected Net Available Funds for Three Year Period</b>	<u>\$554,199</u>
<b>Balance Available for Project Taxes, Contingencies and Other Projects</b>	<u>\$ 74,199</u>

**Schedule:**

Of the six proposed projects, two projects can be constructed immediately. This includes the drainage on Hole #10 and the retaining wall on Hole #18. Of the remaining four projects, AGC has requested a full design on the lake(s) on Hole #2, which will take time to accomplish. In addition, the timing and placement for the new bunkers and tee boxes will be subject to the Tee and Bunker study being conducted by Professional Golf Services. It is possible that the study will result in a different set of recommendations as to tee box and bunker placement. Once the study is completed, the schedule for implementation can be developed. Finally, with regard to the clubhouse improvements, the construction schedule will take place in the fall after the tournament season. City staff and AGC will work with the two bidders to ascertain the possibility of locking in the bid price or including a known variable for pricing changes for materials. Based on these factors, the tentative schedule for project start and completion are as follows:

<b>Projects</b>	<b>Description</b>	<b>Start</b>	<b>Completion</b>
1	<b>Waterview Clubhouse Improvements</b>	Dec 2014	Mar 2015
2	<b>Add lake(s) on Hole #2</b>	Aug 2014	Oct 2014
3	<b>Drainage on Hole #10</b>	Jun 2014	Aug 2014
4	<b>New Bunkers</b>	Aug 2014	Oct 2014
5	<b>Replace retaining wall on Hole #18 tee box</b>	Jun 2014	Aug 2014
6	<b>Add two tee boxes on Hole #6 and Hole #16</b>	Aug 2014	Oct 2014

As a result of the type of work that needs to be done and the need to spread the projects over the course of the year, City staff recommends that the City Council authorize the full list of the capital projects for an estimated amount of \$830,448 with a budgetary contingency of \$50,000 for a total amount not to exceed \$880,448. Staff will then work with AGC to award the projects in four possible phases as outlined below.

Phase/ Description	Amount (including estimated taxes and contingencies)
Phase One – Project 3 (drainage on Hole #10) and Project 5 (replace retaining wall on Hole #18)	\$196,976
Phase Two – Project 4 (new bunkers) and Project 6 (two new tee boxes on Hole #6 and Hole #16) after tee and bunker study is completed by Professional Golf Services	43,880
Phase Three – Project 2 (add lake(s) on Hole #2) after design is completed	71,288
Phase Four – Project 1 (Waterview Clubhouse improvements) after project is rebid to prepare for construction after the tournament season	518,304
Contingency	50,000
<b>Total</b>	<b>\$880,448</b>
<b>Note: Waterview HOA is expected to contribute \$31,000 to Project 5, to replace the retaining wall on Hole #18</b>	

### **FINANCIAL/BUDGET IMPLICATIONS**

The contract with American Golf has a fixed rental income schedule that grows over time. However, the debt service paid by the City for the 1997A bonds is based on a variable rate that resets each August 15<sup>th</sup>. With historically low interest rates, the difference between the rental income paid by American Golf and the debt service paid by the City has been at or above \$200,000 for several years now. As interest rates rise, that margin will shrink.

By policy, the City also sets aside the value of one year of debt service. For FY2014, that amount is \$427,682, slightly higher than FY2013, which was \$409,167. As a result, based on the fund balance at the end of FY2012 and the net difference between the rental income and the debt service payments, the Golf Fund has \$340,092 available for projects in excess of the debt service reserve policy.

### **RECOMMENDED ACTION**

Provide direction with regard to the proposed list of projects for Waterview Golf Course for an estimated amount of \$830,448 and a budgetary contingency of \$50,000 for a total amount not to exceed \$880,448.

### **ATTACHMENT**

Exhibit A – Development Agreement with American Golf Corporation.

## CAPITAL IMPROVEMENTS AGREEMENT

The City of Rowlett, Texas ("City") desires to make certain capital improvements to the Waterview Golf Course ("Golf Course"), which is currently leased to American Golf Corporation ("AGC"), and desires to make such capital improvements in accordance with the Lease between the City and AGC dated September 1, 1999. The Lease provides, among other things, that all work in connection with the construction of any Improvements shall be performed only by Lessee or pursuant to written contracts with competent and financially responsible independent contractors, and that a copy of each such contract shall be furnished to Lessor. The Lease also provides that AGC assumes the responsibility of maintenance and repair.

The capital improvements which are to be made to the Golf Course are:

Description	Amount
1. Waterview Clubhouse Improvements	\$518,304
2. Add lake(s) on Hole #2	71,288
3. Drainage on Hole #10	46,175
4. New Bunkers	34,880
5. Replace retaining wall on Hole #18 tee box	150,801
6. Add two tee boxes on Hole #6 and Hole #16	<u>9,000</u>
Total	<u>\$830,448</u>

The foregoing capital improvements are set forth in detail in Exhibit "A," attached hereto and incorporated herein.

The City has agreed to fund the capital improvements not to exceed the total amount stated above, which shall not include administrative costs or overhead incurred by AGC and which shall be paid within 30 days following submission by AGC of monthly invoices to the City as work progresses. AGC agrees to serve as the general contractor (or to retain and employ an appropriate and qualified general contractor) to construct and complete the capital improvements, and shall make certain that the work is performed in accordance with industry and Lease standards and is conducted in a good and workmanlike manner without undue delay. AGC shall be solely responsible for overages and charges for extra work, and shall ensure that all contractors and subcontractors keep and maintain adequate liability insurance coverage. Construction performance, payment and 2-year maintenance bonds shall be obtained and provided to the City prior to the commencement of construction. The contracting procedures set forth in Section 13.2 of the Lease shall apply. AGC shall maintain and repair the capital improvements after completion.

The foregoing improvements shall be constructed in phases at the direction of the City, with the concurrence of AGC. Subject to events of Force Majeure, time is of the essence in the performance of the terms of this Agreement and the completion of the improvements described herein. The improvements shall be constructed to the City's satisfaction and all work hereunder shall be in accordance with all laws, regulations and ordinances.

AGC hereby agrees to indemnify, hold harmless and release the City, its contractors, agents, representatives and employees from and against any and all claims, damages, liabilities, and losses, including those that may arise from bodily injury or death, damage to property, or loss of use or profits, that may arise from or in connection with the performance of the improvements described herein, save and except those claims, damages, liabilities, and losses that may arise from the negligence, gross negligence or willful misconduct of the City or its agents, representatives and employees. The parties acknowledge and agree that this Agreement is not a written contract for providing goods and services to the City and is not subject to the provisions of subchapter I of Chapter 271 of the Local Government

Code. By entering into this Agreement, the City does not waive its defenses and immunities, including sovereign, governmental, official, qualified or otherwise.

This Agreement does not amend, modify or alter in any way the Lease Agreement and shall not be construed to evidence an interpretation of the Lease that the City has any responsibilities or duties thereunder to provide similar reimbursement in the future. American Golf will indemnify, hold harmless and release the City from and against claims, damages, liabilities, and losses, including those that may arise from bodily injury or death, damage to property, or loss of use or profits, that may arise from or in connection with the capital improvements, except those that arise from the negligence, gross negligence or willful misconduct of the City.

**FOR THE CITY OF ROWLETT**

**FOR AMERICAN GOLF CORPORATION**

\_\_\_\_\_  
Brian Funderburk, City Manager

\_\_\_\_\_  
Craig Kniffen, Senior VP of Maintenance

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# City of Rowlett

## Staff Report

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

**AGENDA DATE:** 05/20/14

**AGENDA ITEM:** 3C

### **TITLE**

Discuss changes associated with the Substantial Amendment to the City of Rowlett Community Development Block Grant 2011-2015 Consolidated Plan and 2013 Annual Plan for Community Development Needs; and seek direction from City Council with regard to the Housing Rehabilitation program. (15 minutes)

### **STAFF REPRESENTATIVE**

Jim Proce, Assistant City Manager

Marc Kurbansade, Director of Development Services

### **SUMMARY**

On August 6, 2013, staff presented the Community Development Block Grant (CDBG) Annual Plan for City Council approval. Although this Plan was adopted as presented in order to meet reporting requirements, City Council expressed an interest in diversifying the programs. City Council directed staff to further investigate alternatives and to provide a revision to the plan to meet those needs.

At the February 11, 2014, City Council Work Session, staff was provided specific direction regarding the diversification of these programs. Staff will provide City Council with an overview of proposed Substantial Amendment to the City of Rowlett CDBG 2011-2015 Consolidated Plan and 2013 Annual Plan. In addition, staff will seek direction from City Council for the approach to provide funds for the Housing Rehabilitation Program. Formal consideration of the Amendment will be considered this evening by City Council under Individual Consideration on the Regular Agenda.

### **BACKGROUND INFORMATION**

In the past, the City of Rowlett has utilized the funds from the CDBG almost exclusively for capital improvement projects, with these projects being focused on streets, drainage, sidewalks, and utilities needed in the area south of Main Street and immediately east of Rowlett Road.

The direction provided by City Council on February 11, 2014, was to reappropriate the funds to allocate more funds for a Housing Rehabilitation Program. In addition, City Council requested that the City identify a non-profit organization/sub-recipient agency to participate in the Public Services portion of the grant. The remaining portion of the CDBG funds would be allocated to a neighborhood park under the Public Facilities portion of the program.

The reallocation of funds based upon what is outlined in the 2013 Annual Plan does require an amendment; therefore a companion item is on the Regular Agenda this evening. In addition,

the Sub-recipient Agreement with Life Message for the Public Services portion of the grant will be considered as well.

## DISCUSSION

As stated in the Background section of this report, the purpose of this discussion item is twofold. First, staff wishes to apprise City Council of resulting proposed amendments to the Plan as a result of the feedback received at the February 11, 2014, City Council Work Session. Second, staff is seeking feedback regarding the approach for the Housing Rehabilitation program.

Based on the direction provided by City Council at the February 11, 2014, Work Session, the funds would be reallocated as shown below:

Project Description	2013 Plan Current Allocation		2013 Plan Proposed Amended Allocation	
	Amt (%)	Amt (\$)	Amt (%)	Amt (\$)
Owner-Occupied Housing – Funding for minor repairs for housing occupied by low-income homeowners	52.0%	\$100,000	32.5%	\$62,158
Public Facilities – Improvements to public facilities, including streets, parks, water, sewage, and drainage facilities in eligible low-income areas of the City	13.0%	24,316	32.5%	62,158
Public Services – Funding for non-profit organizations to provide health and human services to low income or special need households	15.0%	28,688	15.0%	28,688
Administration – Administrative and management costs for operational expenses of the CDBG Program and projects	20.0%	38,250	20.0%	38,250
<b>Total Grant</b>		<b>\$191,254</b>		<b>\$191,254</b>

Staff has performed research of other municipalities and the guidelines these municipalities use for the disbursement of Housing Rehabilitation Program funds. Based on this research and the amount of funds available, there are three main ways this program could be implemented:

1. Minor Repairs in the form of grants up to \$5,000 that address issues that threaten health and safety of occupants.
2. Accessibility Improvements in the form of grants up to \$5,000 that increase access for elderly and disabled households.
3. Major repairs up to \$25,000 that could be utilized for various repairs (e.g., broken windows, roofing repair, faulty plumbing, fencing, stove/refrigerator, flooring, etc.)

Based on the proposed allocation of \$62,158 for Housing Rehabilitation, options #1 or #2 would provide assistance for approximately 12 households. Option #3 would be able to provide assistance for two to three households, depending upon the extent of the repairs.

For reference, Fact Sheets for the similar programs at the City of Fort Worth and the City of Allen are provided as Attachment 1 and Attachment 2, respectively.

Staff will continue to coordinate with our consultant to ensure that necessary monitoring of fund disbursement is performed for the Public Services and Housing Rehabilitation portions of the grant.

#### **FINANCIAL/BUDGET IMPLICATIONS**

The current identified grant amount of \$191,254 will not change as a result of the Amendment to the City of Rowlett CDBG 2011-2015 Consolidated Plan and 2013 Annual Plan; funds would only be reallocated.

#### **RECOMMENDED ACTION**

Staff seeks direction from City Council regarding the approach for administering the award of funds associated with the Housing Rehabilitation program.

#### **ATTACHMENTS**

Attachment 1 – City of Fort Worth Priority Repair Fact Sheet

Attachment 2 – City of Allen Owner Occupied Housing Rehabilitation Program Fact Sheet



# Priority Repair

*The Priority Repair Program helps low-income Fort Worth homeowners in need of emergency or mechanical system home repairs with up to \$5000 in repair work. Repairs are limited to one repair every 12 months. Contact us to see if you are eligible for repair assistance.*

## What type of repairs are covered

Priority Repair Program Technicians will perform a home inspection to determine if an applicant is in need of Emergency Repairs (Priority 1) or non-emergency, Mechanical System Repairs (Priority 2). Priority 1 repairs will be addressed before Priority 2 repairs. Repair services under each classification include:

### 1. Priority 1- Emergency Repairs:

- ◇ Water and sewer line breaks
- ◇ Gas line breaks/ leaks
- ◇ Water heaters (inoperable or unsafe units)
- ◇ Unsafe or inoperable heating systems from October to March

### 2. Priority 2- Mechanical System Failure Repairs:

- ◇ Electrical system failures
- ◇ Roof repairs
- ◇ Unsafe or inoperable air conditioning systems from June to September
- ◇ Unstable, sagging, or rotten bathroom subflooring

## How can I Get Help?

To participate in the Priority Repair Program:

- ◇ The home must be located within the City of Fort Worth
- ◇ The home must be owner occupied
- ◇ The home must meet the criteria for Priority 1 or Priority 2 repairs
- ◇ Home will be denied if total cost of needed repairs exceeds \$5,000
- ◇ All adults living in the home cannot make more than 60% of the area's median income (see chart below):

Household Size	Maximum Income
1	\$27,650
2	\$31,600
3	\$35,600
4	\$39,500
5	\$42,650
6	\$45,850
7	\$48,950
8	\$52,150

City of Fort Worth ★ Housing & Economic Dev.

817-392-7548 ★ [www.fortworthtexas.gov/HED/housing](http://www.fortworthtexas.gov/HED/housing)



# City of Allen Owner-Occupied Housing Rehabilitation Program



This program provides up to \$25,000 in assistance in the form of a five year deferred forgivable loan to low-income families to make needed repairs to their home.

The purpose of the Home Repair Program is to help homeowners make necessary repairs and ensure compliance with health and safety codes. Funds are received from the U.S. Department of Housing and Urban Development through the Community Development Block Grant.

## WHO IS ELIGIBLE?

Families or individuals whose gross annual income (includes the income of every person living in the house) is equal to or less than the following maximum amounts as adjusted for family size:

FAMILY SIZE	INCOME	FAMILY SIZE	INCOME
1 Person	\$38,300	5 Persons	\$59,050
2 Persons	\$43,750	6 Persons	\$63,400
3 Persons	\$49,200	7 Persons	\$67,800
4 Persons	\$54,650	8 Persons	\$72,150

Homes must be located in one of the CDBG Target Areas. Currently these areas include the Hillside Village, Oak Hill and Windridge Estates neighborhoods. A map is available from the Planning and Development Department or the City's web site.

## WHAT COSTS WILL THE PROGRAM COVER?

### Eligible repairs include:

- Deteriorated siding
- Broken windows
- Minor structural repairs
- Roofing repair
- Faulty Plumbing
- Unsafe electrical and lighting
- Furnace / heating systems
- Water heater repair / replacement
- Stove / refrigerator
- Sewer system repairs
- Handicapped accessibility modifications
- Fire prevention and safety items
- Fencing
- Insulation
- Exterior/Interior painting
- Flooring

Minor Repairs—grants of \$5,000 for items that threaten health and safety of occupants. Accessibility Improvements—grants for \$5,000 for improvements to increase access for elderly or disabled households.

## HOW TO APPLY:

Applications and more information is available at Allen City Hall, 305 Century Parkway in Allen, or from the City's web site at [www.cityofallen.org](http://www.cityofallen.org).

For more information call the City of Allen at 214 509-4164.



# City of Rowlett

## Staff Report

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

**AGENDA DATE:** 05/20/14

**AGENDA ITEM:** 3D

### **TITLE**

Discuss the appointment of a representative from the City Council to the Regional Transportation Council of the North Central Texas Council of Governments (NCTCOG). (15 minutes)

### **STAFF REPRESENTATIVE**

Jim Proce, Assistant City Manager

### **SUMMARY**

Recently, the North Central Texas Council of Governments (NCTCOG) amended its Bylaws to reapportion the representation on the Regional Transportation Council (RTC). NCTCOG notified the City by letter (Attachment 1).

For many years, the City of Rowlett was represented as a part of a group representation or “cluster” with the City of Garland who now stands solely on its own on the RTC. The City of Garland previously held the seat representing Garland and Rowlett exclusively for several years.

The reapportioned representation provides the cities in the newly assigned clusters the opportunity to participate in representation on the RTC should they so choose. The RTC seats that represent cities are typically occupied by elected officials as illustrated in the current roster (Attachment 2) and provided for in the Bylaws (Attachment 3). The current cluster that would represent Rowlett has a vacancy.

### **BACKGROUND INFORMATION**

The North Central Texas Council of Governments (NCTCOG) is the Metropolitan Planning Organization (MPO) for the Dallas-Fort Worth Metropolitan Area. The Regional Transportation Council (RTC), composed primarily of local elected officials, is the transportation policy body for the MPO.

The RTC is responsible for direction and approval of the Metropolitan Transportation Plan, the Transportation Improvement Program, the Congestion Management Process, and the Unified Planning Work Program, and for satisfying and implementing federal and state laws and regulations pertaining to the regional transportation planning process.

Membership on the Regional Transportation Council is either by direct membership or group representation (cluster). Each seat on the Regional Transportation Council will be provided a primary member and permitted an alternate member.

At its April 10, 2014, meeting, the RTC approved revisions to its Bylaws and Operating Procedures as provided for in Attachment 3 and Attachment 4. These revisions included changes to RTC membership based on the North Central Texas Council of Governments' most recent population and employment figures and an effort to group entities based on their geographic proximity and similar planning needs. This revision resulted in an additional seat on the Regional Transportation Council for entities in Dallas and Collin County.

**NOTE: The Cities of Allen, Rowlett, Sachse, Wylie, Murphy, and Lucas will share this seat.**

## **DISCUSSION**

The RTC's Bylaws and Operating Procedures state that the person representing a group of several cities shall be selected by the mayors using a weighted vote of the maximum population or employment of the cities represented, and the person selected shall serve a two-year term beginning in June of even-numbered years and shall be serving on one of the governing bodies they represent. A table containing population and employment figures is illustrated in Attachment 1. This appointment would begin as soon as June of 2014 with the approval of the cities in the cluster and NCTCOG confirmation.

The Bylaws further state that in the spirit of integrated transportation planning, all cities within a city-only cluster are eligible to hold the RTC membership seat for the cluster, and the cities should strongly consider rotation of the seat among the entities within the respective cluster.

The commitment required for the RTC members is a monthly meeting. The RTC typically meets on the second Thursday of each month at 1 pm in the Transportation Council Room (1st floor) located at: NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, 616 Six Flags Drive, Arlington, TX 76011.

Should the City Council wish to pursue this seat, it will be necessary to:

- make that desire known to the NCTCOG
- seek consensus of the other cities in the cluster
- authorize staff to act on behalf of the Mayor to facilitate the Council direction

## **FINANCIAL/BUDGET IMPLICATIONS**

N/A

## **RECOMMENDED ACTION**

Provide direction to staff on the following questions:

- Does the Mayor and City Council wish to pursue the available seat to provide representation for Rowlett and the representative cluster of cities on the NCTCOG-RTC?
- If so, which member of Council should be designated as a person of interest to be considered?

- In the event an alternate is to be designated by the cluster, then which member of the Council would be interested to serve in the alternate capacity?
- In the event that the Council is not interested, will they support the appointment of other elected officials in the cluster?

Depending upon Council direction provided, staff will provide an update at a future meeting if any action is required.

#### **ATTACHMENTS**

Attachment 1 – NCTCOG RTC Letter

Attachment 2 – NTTCOG RTC Roster

Attachment 3 – NCTCOG RTC Bylaws

Attachment 4 – NCTCOG RTC Presentation



The Transportation Policy Body for the North Central Texas Council of Governments  
(Metropolitan Planning Organization for the Dallas-Fort Worth Region)

April 23, 2014

The Honorable Stephen Terrell  
Mayor  
City of Allen  
305 Century Parkway  
Allen, TX 75013

The Honorable Todd Gottel  
Mayor  
City of Rowlett  
4000 Main St.  
Rowlett, TX 75088

The Honorable Mike Felix  
Mayor  
City of Sachse  
3815 B Sachse Rd.  
Sachse, TX 75048

The Honorable Eric Hogue  
Mayor  
City of Wylie  
300 Country Club Rd.  
Wylie, TX 75098

The Honorable Eric Barna  
Mayor  
City of Murphy  
206 North Murphy Rd.  
Murphy, TX 75094

The Honorable Rebecca Mark  
Mayor  
City of Lucas  
665 Country Club  
Lucas, TX 75002

Dear Mayors Terrell, Gottel, Felix, Hogue, Barna, and Mark:

The North Central Texas Council of Governments (NCTCOG) is the Metropolitan Planning Organization for the Dallas-Fort Worth Metropolitan Area. The Regional Transportation Council (RTC), composed primarily of local elected officials, is the transportation policy body for the MPO. The RTC is responsible for direction and approval of the Metropolitan Transportation Plan, the Transportation Improvement Program, the Congestion Management Process, and the Unified Planning Work Program, and for satisfying and implementing federal and state laws and regulations pertaining to the regional transportation planning process.

Membership on the Regional Transportation Council is either by direct membership or group representation. Each seat on the Regional Transportation Council will be provided a primary member and permitted an alternate member. At its April 10, 2014, meeting, the RTC approved revisions to its Bylaws and Operating Procedures. These revisions included changes to RTC membership based on the North Central Texas Council of Governments' most recent population and employment figures and an effort to group entities based on their geographic proximity and similar planning needs. This revision resulted in an additional seat on the Regional Transportation Council for entities in Collin County. The Cities of Allen, Rowlett, Sachse, Wylie, Murphy, and Lucas will share this seat. The RTC's Bylaws and Operating Procedures state that the person representing a group of several cities shall be selected by the mayors using a weighted vote of the maximum population or employment of the cities represented, and the person selected shall serve a two-year term beginning in June of even-numbered years and shall be serving on one of the governing bodies they represent. A table containing population and employment figures is enclosed. The Bylaws further state that in the spirit of integrated transportation planning, all cities within a city-only cluster are eligible to hold the RTC membership seat for the cluster, and the cities should strongly consider rotation of the seat among the entities within the respective cluster. Items to consider when contemplating seat rotation may include: 1) a natural break in a member's government service, such as the conclusion of an elected term, 2) a member's potential to gain an officer position or advance through the officer ranks, 3) a member's strong performance and commitment to transportation planning, or 4) the critical nature of a particular issue or project and its impact on an entity within the cluster.

April 23, 2014

An alternate member is the individual appointed to represent an entity or group of entities on the Regional Transportation Council in the absence of the primary member. The alternate member must be predetermined in advance of a meeting and will have voting rights in the absence of the primary member. An entity or group of entities may elect to appoint its alternate member(s) from a pool of eligible nominees. The same requirements apply to alternate members as to primary members. If a primary member is an elected official, then the alternate member must also be an elected official; if a primary member is a non-elected individual, then the alternate member can be either a non-elected individual or an elected official. Cities and/or counties within a cluster group are strongly encouraged to reflect diversity in their selections of primary and alternate members as well as membership rotation amongst the group depending on the qualifications of the appointees. A best practice may be to appoint the alternate member from an eligible entity within the cluster that is not providing the primary member.

I encourage you to make your primary member and/or alternate member appointment(s) prior to June when the new two-year terms begin. Please mail (P.O. Box 5888, Arlington, TX 76005-5888) or fax (817/640-3028) your correspondence to Vercie Pruitt-Jenkins of NCTCOG. Please note that your designation should be confirmed in writing by all entities included in this group.

In addition, the Regional Transportation Council has established an Ethics Policy in accordance with Section 472.034 of the Texas Transportation Code. This policy applies to both primary and alternate RTC members, whether elected or non-elected. All RTC members must also adhere to Chapter 171 of the Local Government Code and to the Code of Ethics from their respective local governments and public agencies. Please remind your representatives to be cognizant of these policies and codes.

Please contact Vercie Pruitt-Jenkins at 817/608-2325 if you have any questions. We look forward to hearing from you.

Sincerely,



Kathryn Wilemon, Chair  
Regional Transportation Council  
Mayor Pro Tem, City of Arlington

VPJ:al  
Enclosure

cc: Mr. James Fisher, City Manager, City of Murphy  
Mr. Brian Funderburk, City Manager, City of Rowlett  
Mr. William George, City Manager, City of Sachse  
Mr. Jeff Jenkins, City Manager, City of Lucas  
Ms. Mindy Manson, City Manager, City of Wylie  
Mr. Peter H. Vargas, City Manager, City of Allen

**2014-2015 REGIONAL TRANSPORTATION COUNCIL  
MEMBERSHIP STRUCTURE**

<u>City</u>	<u>2013 Population</u>	<u>2010 Employment</u>	<u>Maximum of Population &amp; Employment</u>
<b>City Membership</b>			
Plano	264,910	235,983	264,910
McKinney	140,390	59,600	140,390
Anna	9,360	798	9,360
Princeton	7,440	738	7,440
Fairview	8,000	1,206	8,000
Melissa	5,710	673	5,710
Allen	87,800	28,830	87,800
Lucas	5,750	1,790	5,750
Wylie	43,450	10,086	43,450
Rowlett	56,420	12,244	56,420
Sachse	21,090	1,351	21,090
Murphy	18,440	2,451	18,440
Frisco	129,680	40,647	129,680
Prosper	13,380	1,786	13,380
Little Elm	29,230	3,962	29,230
The Colony	37,360	5,802	37,360
Celina	6,460	1,048	6,460
Providence Village	5,260	125	5,260
Dallas	1,213,600	1,036,119	1,213,600
University Park	22,920	11,125	22,920
Highland Park	8,500	4,145	8,500
Garland	229,120	80,870	229,120
Addison	13,840	62,925	62,925
Richardson	100,850	130,309	130,309
Irving	220,750	252,379	252,379
Coppell	39,090	28,033	39,090
Mesquite	140,240	60,515	140,240
Balch Springs	24,270	5,867	24,270
Seagoville	15,020	4,915	15,020
Sunnyvale	5,271	3,539	5,271
Grand Prairie	178,290	75,337	178,290
Duncanville	38,680	11,850	38,680
DeSoto	49,930	12,965	49,930
Cedar Hill	45,570	13,934	45,570
Lancaster	36,980	9,633	36,980
Glenn Heights	11,410	1,055	11,410
Hutchins	5,350	3,364	5,350
Carrollton	122,280	88,243	122,280
Farmers Branch	28,800	81,840	81,840
Denton	116,950	76,079	116,950
Sanger	7,170	3,106	7,170
Corinth	20,420	5,156	20,420
Lake Dallas	7,140	1,330	7,140
Highland Village	15,420	3,391	15,420

**2014-2015 REGIONAL TRANSPORTATION COUNCIL  
MEMBERSHIP STRUCTURE**

<u>City</u>	<u>2013 Population</u>	<u>2010 Employment</u>	<u>Maximum of Population &amp; Employment</u>
Fort Worth	767,560	448,844	767,560
Arlington	369,320	183,860	369,320
N. Richland Hills	64,240	26,002	64,240
Richland Hills	7,870	6,955	7,870
Haltom City	42,190	20,499	42,190
Watauga	23,500	5,139	23,500
White Settlement	16,390	6,133	16,390
River Oaks	7,280	1,858	7,280
Lake Worth	4,780	5,059	5,059
Westworth Village	2,500	22,768	22,768
Saginaw	20,140	8,909	20,140
Azle	10,960	4,630	10,960
Keller	41,090	12,807	41,090
Grapevine	47,070	52,953	52,953
Southlake	27,080	25,552	27,080
Colleyville	23,270	9,134	23,270
Westlake	1,040	5,762	5,762
Trophy Club	9,400	793	9,400
Roanoke	6,470	9,163	9,163
Hurst	37,460	18,962	37,460
Euless	51,750	51,863	51,863
Bedford	47,310	27,827	47,310
Mansfield	58,490	19,964	58,490
Benbrook	21,530	5,163	21,530
Forest Hill	12,360	3,591	12,360
Crowley	13,440	5,799	13,440
Everman	6,110	2,057	6,110
Kennedale	6,820	3,865	6,820
<b>County Membership</b>			
	<b><u>2013 Population</u></b>		
<b><u>Collin County</u></b>	<b>821,520</b>		
<b><u>Dallas County</u></b>	<b>2,398,920</b>		
<b><u>Denton County</u></b>	<b>694,050</b>		
<b><u>Tarrant County</u></b>	<b>1,850,370</b>		
<b><u>Ellis County</u></b>	<b>154,700</b>		
Ennis	18,590		
Waxahachie	31,550		
Midlothian	19,330		
Red Oak	11,230		
<b><u>Kaufman County</u></b>	<b>105,750</b>		
Forney	16,030		
Kaufman	6,660		
Terrell	<u>15,210</u>		
<b>Combined Ellis and Kaufman Population</b>	<b>260,450</b>		

## 2014-2015 REGIONAL TRANSPORTATION COUNCIL MEMBERSHIP STRUCTURE

<u>Johnson County</u>	154,530
Burleson	39,010
Cleburne	29,120
Keene	6,120
Joshua	6,010
<u>Hood County</u>	54,900
Granbury	<u>8,290</u>
<b>Combined Johnson and Hood Population</b>	<b>209,430</b>
<u>Hunt County</u>	88,020
Commerce	8,110
Greenville	25,990
<u>Rockwall County</u>	82,360
Rockwall	38,990
Heath	7,260
Royse City	9,690
Fate	<u>7,840</u>
<b>Combined Hunt and Rockwall Population</b>	<b>170,380</b>
<u>Parker County</u>	120,650
Weatherford	25,940
Mineral Wells	16,810
<u>Wise County</u>	64,500
Decatur	6,050
Bridgeport	<u>6,000</u>
<b>Combined Parker and Wise Population</b>	<b>185,150</b>

### Transportation Providers

DART  
DCTA  
FWTA  
DFW Airport  
TxDOT Dallas  
TxDOT Fort Worth  
NTTA

*Data Based on NCTCOG 2013 Population Estimates and 2010 Employment Estimates*

**Regional Transportation Council**

**Kathryn Wilemon, Chair**  
Mayor Pro Tem  
City of Arlington

**Mike Cantrell, Vice Chair**  
Commissioner  
Dallas County

**Mark Riley, Secretary**  
County Judge  
Parker County

**Douglas Athas**  
Mayor  
City of Garland

**Brian Barth, P.E.**  
District Engineer  
TxDOT, Fort Worth District

**Ron Brown**  
Commissioner  
Ellis County

**Sheri Capehart**  
Councilmember  
City of Arlington

**Rudy Durham**  
Councilmember  
City of Lewisville

**Andy Eads**  
Commissioner  
Denton County

**Charles Emery**  
Board Chair  
Denton County  
Transportation Authority

**Mark Enoch**  
Board Member  
Dallas Area Rapid Transit

**Gary Fickes**  
Commissioner  
Tarrant County

**Rob Franke, P.E.**  
Mayor  
City of Cedar Hill

**Sandy Greyson**  
Councilmember  
City of Dallas

**Bill Hale, P.E.**  
District Engineer  
TxDOT, Dallas District

**Roger Harmon**  
County Judge  
Johnson County

**Vonciel Jones Hill**  
Councilmember  
City of Dallas

**Clay Lewis Jenkins**  
County Judge  
Dallas County

**Ron Jensen**  
Mayor  
City of Grand Prairie

**Jungus Jordan**  
Councilmember  
City of Fort Worth

**Sheffie Kadane**  
Councilmember  
City of Dallas

**Pete Kamp**  
Mayor Pro Tem  
City of Denton

**Geralyn Kever**  
Councilmember  
City of McKinney

**Lee Kleinman**  
Councilmember  
City of Dallas

**Linda Koop**  
Citizen Representative  
City of Dallas

**Brad LaMorgese**  
Councilmember  
City of Irving

**Stephen Lindsey**  
Mayor Pro Tem  
City of Mansfield

**Laura Maczka**  
Mayor  
City of Richardson

**David Magness**  
Commissioner  
Rockwall County

**Scott Mahaffey**  
Board Chair  
Fort Worth Transportation  
Authority

**Matthew Marchant**  
Mayor  
City of Carrollton

**Maher Maso**  
Mayor  
City of Frisco

**Bill McLendon**  
Councilmember  
City of Hurst

**John Monaco**  
Mayor  
City of Mesquite

**Mike Nowels**  
Board Member  
North Texas Tollway  
Authority

**Danny Scarth**  
Councilmember  
City of Fort Worth

**Lissa Smith**  
Mayor Pro Tem  
City of Plano

**T. Oscar Trevino Jr., P.E.**  
Mayor  
City of North Richland Hills

**William Velasco, II**  
Citizen Representative  
City of Dallas

**Bernice J. Washington**  
Board Member  
Dallas/Fort Worth International  
Airport

**Duncan Webb**  
Commissioner  
Collin County

**B. Glen Whitley**  
County Judge  
Tarrant County

**Zim Zimmerman**  
Mayor Pro Tem  
City of Fort Worth

**BYLAWS AND OPERATING PROCEDURES  
REGIONAL TRANSPORTATION COUNCIL**

April 2014

STATEMENT OF PRINCIPLES

1. The physical, economic, and social well-being of the region, its citizens, and business enterprises, now and in the future, is determined to a great extent by its transportation system. Therefore, decisions involving transportation systems and subsystems must consider the environmental, economic, and social impacts of the alternatives in the future development of the transportation system and must attain the principal objective of having an efficient, safe, and practical system for moving people, goods, and services in the region according to their needs.
2. A transportation system can best be planned on a large-area basis involving city, county, regional, and state jurisdictional responsibilities and a proper mix of various modes of travel.
3. Counties and cities have the local responsibility for anticipating and meeting the transportation needs for adequately moving people and goods within their jurisdictions. However, the Texas Department of Transportation is charged, by law, with the responsibility for planning, designing, constructing, and maintaining the State Highway System. In addition, duly authorized transportation authorities are responsible for planning, developing, and operating public transportation services in their respective service areas. Under federal legislation, the Metropolitan Planning Organization (MPO), through the NCTCOG Regional Transportation Council, has an expanded role in project selection, transportation project programming, and project funding.
4. Evaluation of transportation alternatives and the determination of the most desirable transportation system can best be accomplished through a Regional Transportation Council

(RTC) of primarily elected officials from the counties and cities in the North Central Texas Region. The Regional Transportation Council will be the forum for cooperative decision making by primarily elected officials of general purpose local governments (i.e., cities and counties) and including representatives of entities responsible for highway, toll road, and mass transit improvements. It is in the explicit interest of the Regional Transportation Council, that all elected officials be of general purpose local governments.

5. The Regional Transportation Council will make recommendations involving the regional transportation system, including the regional highway system, the regional public transportation system, and the regional aviation system, to the counties and cities, the State, and the authorities for all modes of transportation. Final decisions for implementing the Metropolitan Transportation Plan will be a cooperative effort between the governing bodies of the counties and cities, the Texas Transportation Commission, the Regional Transportation Council, and the authorities.
6. The Regional Transportation Council will monitor the metropolitan transportation planning process to assure that it is conducted in a manner consistent with requirements of federal law and regulations.
7. In an attempt to fulfill the above concepts and to meet the requirements of the Federal Aid Highway Act of 1973, the Governor, on April 12, 1974, designated the North Central Texas Council of Governments as the Metropolitan Planning Organization for transportation planning with the proviso that the Regional Transportation Council be the decision-making group for regional transportation policy for the Dallas-Fort Worth urbanized area. Since that time, this designation has been modified to reflect the inclusion of both the Denton-Lewisville urbanized area and the McKinney urbanized area. The NCTCOG Executive Board serves as the fiscal

agent for the MPO. As the designated Metropolitan Planning Organization, the North Central Texas Council of Governments must assure that transportation planning in the urbanized area is satisfactorily coordinated and integrated with other comprehensive planning in the State Planning Region. These Bylaws and Operating Procedures spell out the manner in which the Regional Transportation Council shall fulfill its responsibilities as the cooperative transportation decision-making group of the Metropolitan Planning Organization for the Dallas-Fort Worth metropolitan area.

## DEFINITIONS

Section 1. The following definitions shall apply to terms used in these Bylaws and Operating Procedures:

- A. Transportation Planning Process. The transportation planning process is the process of estimating future travel demand, identifying transportation improvement alternatives, and evaluating those alternatives and financial resources to determine the best combination of facilities and services for all modes of travel.
  
- B. Metropolitan Transportation Plan. The Metropolitan Transportation Plan is the delineation of projects, programs, and policies associated with highway, transit, aviation, and other multimodal facilities that would serve the projected travel demand for a forecast year. The Metropolitan Transportation Plan will include a listing of projects anticipated to be funded over the next approximately 20+ years, policies, and programs, and be developed consistent with federal guidelines.
  
- C. Transportation Improvement Program. The Transportation Improvement Program (TIP) is a multimodal listing of all transportation projects and programs expected to be implemented over

an approximately four-year period, as well as projects that are funded but not yet ready for implementation. This includes all projects or programs which are expected to utilize federal funds and those projects or programs which will utilize other funds (state or local), including toll road projects. The TIP will be developed consistent with federal guidelines and Regional Transportation Council selection criteria.

- D. Unified Planning Work Program. The Unified Planning Work Program (UPWP) is a listing of planning projects to be performed by the MPO in support of a continuous, comprehensive, and coordinated transportation planning process. The UPWP also contains a listing of planning projects performed by other agencies which will have regional significance.
  
- E. Regional Transportation System. The Regional Transportation System is the continuous network of roadways, transit services, aviation, and other multimodal facilities that provides for movement and interchange of people and goods, primarily between local jurisdictions within the region. Included in the Regional Transportation System are highways and streets, parking and intermodal terminals, tollways, fixed-guideway transit lines, bus routes, taxi services, paratransit and ridesharing services, railroad facilities, and general aviation and air carrier airports.
  
- F. Regional Highway System. The regional highway system is those freeways, principal and minor arterials, tollways, truck terminals, parking facilities, and ridesharing services which make up the system for travel by automobile or truck.
  
- G. Regional Public Transportation System. The regional public transportation system includes all fixed-guideway facilities, bus routes, personal rapid transit, paratransit, and taxi services operated by public or private entities.

- H. Regional Aviation System. The regional aviation system includes the collective airports and vertical flight facilities in the Metropolitan Area Boundary which provide terminals for commercial air travel, general aviation, and air cargo activities.
  
- I. Metropolitan Area. The Metropolitan Area is comprised of Collin, Dallas, Denton, Ellis, Hood, Hunt, Johnson, Kaufman, Parker, Rockwall, Tarrant, and Wise Counties. This area is expected to be principally urbanized by the appropriate planning horizon (approximately 20 years).
  
- J. Texas Metropolitan Mobility Plan. The region, as determined by the Regional Transportation Council or required by the Texas Department of Transportation, will develop, and update regularly, a needs-based plan in order to quantify funding needs and develop candidate policy areas.
  
- K. Primary Member. A primary member is the principal individual appointed to represent an entity or group of entities on the Regional Transportation Council.
  
- L. Alternate Member. An alternate member is the individual appointed to represent an entity or group of entities on the Regional Transportation Council in the absence of the primary member. An alternate member will receive all meeting materials provided to the primary member and is encouraged to attend Regional Transportation Council meetings on a regular basis in order to be knowledgeable on issues and prepared to vote should the primary member be unable to attend a particular meeting. In order to ensure coordination between primary and alternate members, all information requests by the alternate member should be coordinated through the primary member.

## ORGANIZATION

Section 2. The organization for regional transportation planning shall consist of the Regional Transportation Council, RTC subcommittees determined by the RTC officers, the Surface Transportation Technical Committee, and other technical committees determined by the NCTCOG Transportation Director, as described in subsequent paragraphs and sections of these Bylaws and Operating Procedures.

- A. Regional Transportation Council. The Regional Transportation Council shall be the forum for cooperative decision making by primarily elected officials of general purpose local governments in the Metropolitan Area.
  
- B. Standing and Ad Hoc Subcommittees. The Regional Transportation Council officers will determine necessary subcommittees for the conduct of RTC business. Subcommittee membership should reflect the diversity of the RTC.
  
- C. Technical Committees. The Surface Transportation Technical Committee shall provide technical review and advice to the Regional Transportation Council with regard to the surface transportation system. Other technical committees, determined by the NCTCOG Transportation Director, as needed, shall provide technical review and advice for the regional transportation planning process.

REGIONAL TRANSPORTATION COUNCIL

Section 3. The following rules shall govern the procedure, membership, and records of the Regional Transportation Council and its Subcommittees.

A. Membership. Membership on the Regional Transportation Council shall be provided for local governments in the Metropolitan Area, either by direct membership or by representation. The maximum number of seats for individual and cluster cities shall be 27; the maximum for all other seats shall be 17, resulting in membership that shall not exceed 44 seats. The membership structure shall be based on the most recent NCTCOG demographic data, and the allocation readjusted to maintain the membership limit of 44. A copy of the current membership structure is attached to these Bylaws as Appendix A. Cities with a population or employment total of 5,000 or greater shall be represented on the RTC through a membership cluster unless they are provided direct membership. Federally designated urbanized areas of 50,000 or greater, in which the Regional Transportation Council is serving as the Metropolitan Planning Organization, shall be provided direct membership. The cities of Denton, Lewisville, and McKinney have been designated as urbanized areas. The Regional Transportation Council will honor these designations and maintain a cluster seat for each of these three urbanized areas. Representation for the three urbanized area seats can come from any of the cities within the respective cluster. Transportation authority membership is provided only to those entities authorized and operating under Chapters 451, 452 or 460 of the Texas Transportation Code. The following local governments and public agencies shall be represented as indicated:

Cities

City of Arlington	2
Cities of Carrollton and Farmers Branch	1
Cities of Dallas, Highland Park, and University Park	6
Cities of Denton, Sanger, Corinth, and Lake Dallas	1 (urbanized area)
Cities of Duncanville, DeSoto, Lancaster, Cedar Hill, Glenn Heights, and Hutchins	1

City of Fort Worth	3
City of Garland	1
City of Grand Prairie	1
Cities of North Richland Hills, Richland Hills, Haltom City, Watauga, White Settlement, River Oaks, Lake Worth, Westworth Village, Saginaw, and Azle	1
Cities of Irving and Coppell	1
Cities of Lewisville, Flower Mound, and Highland Village	1 (urbanized area)
Cities of Mansfield, Benbrook, Forest Hill, Crowley, Everman, and Kennedale	1
Cities of Mesquite, Balch Springs, Seagoville, and Sunnyvale	1
Cities of Keller, Grapevine, Southlake, Colleyville, Westlake, Trophy Club, Roanoke, Bedford, Euless, and Hurst	1
Cities of McKinney, Fairview, Anna, Princeton, and Melissa	1 (urbanized area)
City of Plano	1
Cities of Richardson and Addison	1
Cities of Frisco, Prosper, Little Elm, The Colony, Celina, and Providence Village	1
<b>Cities of Allen, Lucas, Wylie, Rowlett, Sachse, and Murphy</b>	<u>1</u>
Subtotal	27

Other

Collin County	1
Dallas County	2
Denton County	1
Ellis County and the Cities of Waxahachie, Midlothian, Ennis, and Red Oak and Kaufman County and the Cities of Forney, Terrell, and Kaufman	1
Johnson County and the Cities of Burleson, Cleburne, Keene, and Joshua and Hood County and the City of Granbury	1
Rockwall County and the Cities of Rockwall, Heath, Royse City, and Fate and Hunt County and the Cities of Greenville and Commerce	1
Parker County and the Cities of Weatherford and Mineral Wells and Wise County and the Cities of Decatur and Bridgeport	1
Tarrant County	2
District Engineer, Dallas District, TxDOT (also represents the TxDOT Paris District's interests)	1
District Engineer, Fort Worth District, TxDOT	1
Board Member, Dallas Area Rapid Transit	1
Board Member, Fort Worth Transportation Authority	1
Board Member, Denton County Transportation Authority	1

Board Member, North Texas Tollway Authority	1
Board Member, Dallas/Fort Worth International Airport	<u>1</u>
Subtotal	<u>17</u>
TOTAL	44

The representatives of the Dallas/Fort Worth International Airport, North Texas Tollway Authority (NTTA) and the three transportation authorities shall be selected by the chairs of their respective entities. The Dallas/Fort Worth International Airport, NTTA and transportation authority representatives shall be Board members of their respective entities.

B. Appointees. All members of the RTC shall be local elected officials except:

- the three transportation authority representatives,
- the two TxDOT District Engineers,
- the representative of the North Texas Tollway Authority,
- the representative of the Dallas/Fort Worth International Airport (unless an elected official Board member is selected), and
- optional representatives of local governments where one-third of a public agency's representation may be by non-elected private sector officials who are residents of the appointing cluster.

Representatives of individual cities and counties shall be appointed by and serve at the pleasure of the city councils and commissioners' courts respectively, and shall be serving on the governing body they represent (except as noted above). The person representing a group of several cities shall be selected by the mayors using a weighted vote of the maximum population or employment of the cities represented, and the person selected shall serve a two-year term beginning in June of even-numbered years and shall be serving on one of the governing bodies they represent (except as noted above or below). The person representing a group of several

cities and counties shall be selected by the county judges using a weighted vote of the maximum population or employment of the counties represented, and the person selected shall serve a two-year term beginning in June of even-numbered years and shall be serving on one of the governing bodies they represent. In the spirit of integrated transportation planning, all cities within a city-only cluster are eligible to hold the RTC membership seat for the cluster, and the cities should strongly consider rotation of the seat among the entities within the respective cluster. Items to consider when contemplating seat rotation may include: 1) a natural break in a member's government service, such as the conclusion of an elected term, 2) a member's potential to gain an officer position or advance through the officer ranks, 3) a member's strong performance and commitment to transportation planning, or 4) the critical nature of a particular issue or project and its impact on an entity within the cluster. For clusters consisting of both counties and cities, the counties are eligible to hold the RTC membership seat for the cluster, and the counties should strongly consider rotation of the seat among the counties. The entity from which the representative is serving must be located within the Metropolitan Planning Area Boundary. When the Regional Transportation Council modifies the current boundary, membership eligibility will be reevaluated based on the new boundary area.

Each seat on the Regional Transportation Council will be provided a primary member and permitted an alternate member. Alternate members must be predetermined in advance of a meeting and will have voting rights at the full RTC meeting, as well as subcommittee meetings, in the absence of the primary member. An entity or group of entities may elect to appoint its alternate member(s) from a pool of eligible nominees. The same requirements apply to alternate members as to primary members. If a primary member is an elected official, then the alternate member must also be an elected official; if a primary member is a non-elected individual, then the alternate member can be either a non-elected individual or an elected official. Cities and/or counties within a cluster are strongly encouraged to reflect diversity in their

selections of primary and alternate members as well as membership rotation amongst the group depending on the qualifications of the appointees. A best practice may be to appoint the alternate member from an eligible entity within the cluster that is not providing the primary member.

The appointing bodies are encouraged to select members in common for the RTC and the NCTCOG Executive Board.

C. Voting Structure. Each seat on the Regional Transportation Council will be provided one vote, with the exception of the Chair who will only vote on a tie. As noted above, either the primary or alternate member in attendance will have the right to vote. An alternate member may represent only one primary member at any given meeting. Teleconferencing for member participation will not be permitted; members must be in attendance to vote. No proxy or absentee voting will be allowed.

D. Standards of Conduct (Ethics Policy). The Regional Transportation Council (RTC) establishes the following Ethics Policy in accordance with Section 472.034 of the Texas Transportation Code. This policy applies to both primary and alternate RTC members, whether elected or non-elected. An RTC member may not:

- accept or solicit any gift, favor, or service that might reasonably tend to influence the member in the discharge of official duties or that the member knows or should know is being offered with the intent to influence the member's official conduct;
- accept other employment or engage in a business or professional activity that the member might reasonably expect would require or induce the member to disclose confidential information acquired by reason of the official position;

- accept other employment or compensation that could reasonably be expected to impair the member's independence of judgment in the performance of the member's official duties;
- make personal investments that could reasonably be expected to create a substantial conflict between the member's private interest and the public interest; or
- intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised the member's official powers or performed the member's official duties in favor of another.

A copy of the Ethics Policy will be provided to new RTC members, both primary and alternate, no later than the third business day after the date the person qualifies for membership and the North Central Texas Council of Governments receives notification.

All RTC members must also adhere to Chapter 171 of the Local Government Code and to the Code of Ethics from their respective local governments and public agencies.

The NCTCOG Executive Board has established an Ethics Policy and Standards of Conduct applicable to NCTCOG employees consistent with Section 472.034 of the Texas Transportation Code.

E. Attendance. Records of attendance of RTC meetings shall be kept and presented monthly as part of the minutes. These records shall be sent to the represented local governments quarterly and shall indicate that such notice is standard practice and not indicative of any particular problem. Entities with RTC members that have missed at least three consecutive meetings or at least four meetings in the preceding 12 months will be notified and the appointing bodies shall be asked to review the continued service of their representatives. RTC members may record excused absences if it is made known to NCTCOG and it is related to the following: personal illness, family emergency, jury duty, business necessity, or fulfillment of obligation arising out of

elected service. An excused absence will not be recorded as an absence. It is the responsibility of the primary members to notify NCTCOG staff and respective alternate members in advance when unable to attend a meeting. The names of the alternate members should also be provided to NCTCOG. If the primary member does not notify NCTCOG staff of an alternate member's attendance prior to the beginning of a meeting, the alternate member will not be able to participate in the meeting as a voting member.

F. Quorum. At least 50 percent of the appointed members identified in Section 3.A herein must be present at meetings for the RTC to take action.

G. Officers. The Regional Transportation Council shall elect a Chair, Vice Chair, and Secretary for a term of one year. Elections shall be held in June of each year, with the new officers beginning their terms at the conclusion of the June meeting. The Chair shall appoint a nominating committee no later than the May meeting of each year for the purpose of bringing before the Council a slate of officers for consideration. The nominating committee is tasked with confirming that the current Vice Chair and Secretary should move up to the office of Chair and Vice Chair, respectively, and nominate a new Secretary. The nominating committee, in its deliberations, shall address issues of diversity, including sensitivity to gender, ethnicity, and geography in making its recommendations. Officers shall be elected public officials appointed by and from the governing body of the member government. The slate of officers shall reflect leadership in rough proportion to the revenue distribution between the Eastern and Western Subregions. This will not be measured on a year-to-year basis, but will be aggregated over longer periods of time. This does not eliminate the possibility for the Western Subregion to have multiple officers for a reasonable amount of time. In the event that the Chair of the Regional Transportation Council cannot continue to serve at any time during the term of election, the Vice Chair shall automatically become the Chair. If the fulfillment of this term is eight months or less, the Chair

is eligible to be reelected. A vacancy in either the office of the Vice Chair or Secretary shall be filled by the Regional Transportation Council in the first meeting of the Council after the vacancy becomes known. In the event that the offices of Chair, Vice Chair, and Secretary all become vacant, new officers shall be elected at the next regularly scheduled meeting of the Regional Transportation Council, with nominations from the floor.

By resolution on August 23, 2007, the North Central Texas Council of Governments Executive Board created an Investment Advisory Committee to guide the development of an investment plan for Regional Toll Revenue funds, also referred to as Revenue Center 5 funds. The Executive Board shall identify, at a minimum, one officer of the Regional Transportation Council to serve on the Investment Advisory Committee.

H. Meetings. At least one meeting shall be held annually by the Regional Transportation Council, but the Council shall meet as often as necessary for the purpose of transacting the business at hand. The Chair shall call the meeting and/or workshop and shall designate in the written notice of the meeting and/or workshop the business to be transacted or considered. The Staff Director to the Regional Transportation Council develops the meeting agenda. All members have the right to place items on an agenda by contacting the RTC Staff Director at least ten days in advance of the meeting date or by requesting the topic during an RTC meeting for a subsequent agenda. The Chair cannot restrict items to be placed on the agenda.

Written notice of the meeting, accompanied by an Agenda, shall be transmitted to the members and major news media at least 72 hours prior to the meeting. In special situations or under certain circumstances (i.e., inclement weather), confirmation of the meeting and/or member attendance will be made with members by telephone or email. The time and place of meetings

shall be designated by the Chair. All meetings shall be held and meeting notice provided in accordance with Chapter 551 of the Texas Government Code.

I. Minutes. Minutes of the meetings shall be kept and shall be submitted to the members of the Council for approval. Meeting minutes from the Surface Transportation Technical Committee will be made available to the RTC for information.

J. Staff Support. Staff support for the Regional Transportation Council shall be furnished by the staff of the North Central Texas Council of Governments.

K. Council Functions. Functions of the Regional Transportation Council shall be as follows:

1. Provide direction to the regional transportation planning process.
2. Certify the coordination, comprehensiveness, and continuity of the regional transportation planning process.
3. Develop the Unified Planning Work Program, Metropolitan Transportation Plan and related items, and the Transportation Improvement Program in accordance with requirements of federal statutes and regulations.
4. Review the Transportation Improvement Program and Metropolitan Transportation Plan to assure that transportation projects do not unreasonably exceed the funding that currently seems likely to be available for each metropolitan subarea.
5. Select, nominate, and support projects for those funding programs authorized by federal law or requested by the State.

a. Eastern/Western Subregion Funding Split

The Dallas-Fort Worth Area is divided into two subregions for the distribution of funds to the region. The Eastern Subregion is comprised of the counties of Collin, Dallas, Denton, Ellis, Hunt, Kaufman, and Rockwall. The Western Subregion is comprised of the counties of Hood, Johnson, Parker, Tarrant and Wise. To ensure an equitable distribution of funding between the Eastern and Western portions of the Area, the RTC applies a funding distribution that fairly credits each subregion within all applicable federal and State laws. In extreme circumstances, it may be necessary to modify the Eastern/Western funding split of one category in order to accommodate federal/State laws of another. When this situation arises, the variation from established policy will be clearly documented and tracked. This

policy applies to all funding programs selected and funded by the RTC. The Eastern/Western funding split is calculated and implemented in multiple ways depending upon the funding source, as indicated below:

- (1) Traditional Gas Tax Supported Funding: Mobility Programs are distributed based upon population, employment, activity (population and employment equalized), and vehicle miles of travel. Air Quality Programs are distributed based on Nitrogen Oxide and Volatile Organic Compound emissions. This funding split is determined at the beginning of each transportation funding bill cycle or every two years, whichever is less. This methodology applies to the following funding sources:
  - Surface Transportation Program—Metropolitan Mobility (STP-MM)
  - Congestion Mitigation and Air Quality Improvement Program (CMAQ)
  - Metro Corridor (jointly selected by TxDOT and the RTC)
  - Transportation Alternatives Program (TAP)
  - Texas Mobility Fund (jointly selected by TxDOT and the RTC)
  - Proposition 12 (jointly selected by TxDOT and the RTC)
- (2) Transit Section 5307 Urbanized Area Formula Program Funding: Distributed based on the same formula used by the Federal Transit Administration (FTA) to apportion the funds to the larger urbanized area. This funding split is determined on an annual basis when FTA apportionments are made available.
- (3) Toll Revenue Funding: Distributed based upon the factors enumerated in Texas State law and in accordance with the RTC Near Neighbor and Excess Revenue Policies. The funding split is determined at the time the revenues are received by the RTC directly or by the State on behalf of the RTC using tolling data from January of the affected year.

b. RTC Procedures for Calls for Projects/Funding Initiatives

- (1) NCTCOG wishes to assist its member governments to the best extent possible assuring fair and equitable treatment for all. NCTCOG has historically provided technical assistance and will continue to do so under this policy. No supplemental information which is material to the application can be submitted or will be accepted after the application deadline. Applicants will be encouraged to submit their applications far enough in advance of the submission deadline to allow NCTCOG to review the material for completeness only. Applications submitted just prior to the deadline may not receive any advance review. NCTCOG staff will be able to provide more assistance to the applicant when the Regional Transportation Council's role is to simply nominate a project. NCTCOG staff must remain neutral when the Regional Transportation Council selects transportation projects.
- (2) When the Regional Transportation Council sends out a Call for Projects, the applicant will have an option to return an "Intent to Submit" response to NCTCOG. This response will entitle each applicant that returns this to receive a reminder notice approximately two weeks in advance of the

deadline. This reminder will include a summary of this policy statement reminding applicants that late or incomplete applications will not be accepted.

- (3) The Regional Transportation Council will communicate these policies when a Call for Projects is initiated.
  - (4) The Regional Transportation Council will not accept any late applications.
  - (5) The Regional Transportation Council will not accept any incomplete applications.
  - (6) Consistent deadlines will be established with the standard deadline being on Friday at 5 p.m. NCTCOG must have the submitted application "in hand" at the NCTCOG offices. Postmarked by the published deadline does not constitute an on-time application. Deadlines other than the standard will be communicated in advance to the Regional Transportation Council.
  - (7) Questions on project scores are required previous to Regional Transportation Council selection. No appeals on late or incomplete applications will be accepted.
  - (8) While all of the above rules apply to all RTC-sponsored Calls for Projects/Funding Initiatives, additional rules apply when projects are selected using toll revenues.
6. Prioritize corridors identified for improvements in the Metropolitan Transportation Plan for which Corridor Studies shall be performed in accordance with federal regulations.
  7. Review the limits of the Metropolitan Area and make revisions considered appropriate.
  8. Authorize transit planning technical assistance to transit operating agencies at their request.
  9. Encourage federal and state agencies to follow the plans and programs developed by the Regional Transportation Council.
  10. Identify the kinds of consultant projects eligible for federal transportation funding.
  11. County representatives are appointed to represent the transportation needs of the entire county, especially those areas of the county within unincorporated areas, and local governments within each county which are not directly represented on the RTC. It is the responsibility of the county representatives to inform and discuss policies and actions of the RTC with those impacted areas they represent and to communicate the transportation needs of these areas to the RTC. A best practice may be for the county representatives to hold regular meetings with the cities in their respective counties to discuss transportation-related items.
  12. RTC members representing groups of entities are appointed to represent the transportation needs of all entities within the group. It is the responsibility of the RTC members representing groups to inform and discuss policies and actions of the RTC with elected officials in their impacted areas and to communicate the transportation needs of these areas

to the RTC. A best practice may be for the primary member to hold regular meetings with the entities in the group to discuss transportation-related items.

13. Maintain a set of public involvement procedures to optimize public participation and periodically review these procedures for possible enhancements.

## TECHNICAL COMMITTEES

Section 4. The following rules shall govern the procedures, membership, and records of the Technical Committees.

A. Technical Committees. The following technical committees shall be the minimum number of committees formed to provide technical advice and review for the transportation planning process.

1. Surface Transportation Technical Committee (STTC)
2. Other technical committees determined by NCTCOG Transportation Director/Staff Director to the Regional Transportation Council. Operating guidelines and principles will be established by each committee as necessary.

B. Membership. Members of the Surface Transportation Technical Committee shall be staff personnel nominated by their respective governments or agencies and shall include at least one member from each jurisdiction and agency directly represented on the Regional Transportation Council. Local governments or agencies wishing to send a “consultant or designee” serving as staff is acceptable. Membership selected by formula will be based on the most recently approved population and employment data from NCTCOG with adjustments performed in June of even-numbered years. Membership and voting on the Surface Transportation Technical Committee shall be provided to local governments and public agencies and shall be represented by the following formulas:

- Dallas and Tarrant Counties shall each have two representatives.
- Each perimeter county in the Metropolitan Area shall have one representative.
- Each city within the Metropolitan Area with a combined population and employment greater than 1,500,000 shall have five representatives.
- Each city within the Metropolitan Area with a combined population and employment greater than 1,000,000 and less than or equal to 1,500,000 shall have four representatives.
- Each city within the Metropolitan Area with a combined population and employment greater than 500,000 and less than or equal to 1,000,000 shall have three representatives.
- Each city within the Metropolitan Area with a combined population and employment greater than 200,000 and less than or equal to 500,000 shall have two representatives.
- Each city within the Metropolitan Area with a combined population and employment greater than 40,000 and less than or equal to 200,000 shall have one representative.
- The following planning agencies will be represented as listed:

TxDOT Fort Worth District	2
TxDOT Dallas District	2
TxDOT Paris District	1
TxDOT TP&P (Austin)	1
Dallas Area Rapid Transit	2
Fort Worth Transportation Authority	2
Denton County Transportation Authority	1
North Texas Tollway Authority	2
Texas Commission on Environmental Quality <sup>1</sup> (non-voting)	
Dallas/Fort Worth International Airport	1

Each city with an RTC primary member representing multiple local governments and not having a Surface Transportation Technical Committee member by the above representation will also be provided one member.

Representatives from other local governments, the Federal Highway Administration, Federal Transit Administration, and U.S. Environmental Protection Agency are welcome to attend the meetings.

Members of other Technical Committees are selected on an as-needed basis and shall be approved by the Executive Board of the North Central Texas Council of Governments.

C. Standards of Conduct (Ethics Policy).

The Regional Transportation Council (RTC) establishes the following Ethics Policy in accordance with Section 472.034 of the Texas Transportation Code. This policy applies to all Technical Committee members, whether local government representatives, consultants or designees. A Technical Committee member may not:

- accept or solicit a gift, favor, or service that might reasonably tend to influence the member in the discharge of official duties or that the member knows or should know is being offered with the intent to influence the member's official conduct;
- accept other employment or engage in a business or professional activity that the member might reasonably expect would require or induce the member to disclose confidential information acquired by reason of the official position;
- accept other employment or compensation that could reasonably be expected to impair the member's independence of judgment in the performance of the member's official duties;

- make personal investments that could reasonably be expected to create a substantial conflict between the member's private interest and the public interest; or
- intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised the member's official powers or performed the member's official duties in favor of another.

A copy of the Ethics Policy will be provided to new Technical Committee members no later than the third business day after the date the person qualifies for membership and the North Central Texas Council of Governments receives notification.

Technical Committee members must also adhere to Chapter 171 of the Local Government Code and to the Code of Ethics from their respective local governments and public agencies.

- D. Attendance. Records of attendance at Surface Transportation Technical Committee meetings shall be kept and presented monthly as part of the minutes. These records shall be sent to the represented local governments quarterly. Entities with STTC members that have missed at least three consecutive meetings or at least four meetings in the preceding 12 months will be notified and the appointing bodies shall be asked to review the continued service of their representatives. STTC members may record an excused absence if it is made known to NCTCOG and it is related to the following: personal illness, family emergency, jury duty, or business necessity. An excused absence will not be recorded as an absence. The quarterly attendance notice shall indicate that such notice is standard practice and not indicative of any particular problem.
- E. Quorum. The Technical Committee approved membership in attendance at a meeting shall constitute a quorum for action to be taken.

F. Officers. A Chair, Vice Chair, and a Secretary for the Surface Transportation Technical Committee shall be designated by the Executive Board of the North Central Texas Council of Governments for a term of one year, beginning in June of each year. Issues of diversity, including sensitivity to gender, ethnicity, and geography, shall be considered in the officer recommendations. The slate of officers shall also reflect leadership in rough proportion to the revenue distribution between the Eastern and Western Subregions. This will not be measured on a year-to-year basis, but will be aggregated over longer periods of time. This does not eliminate the possibility for the Western Subregion to have multiple officers for a reasonable amount of time. Officers for other technical committees will be approved by the Executive Board as well.

G. Meetings. Meetings of the Technical Committees shall be held as necessary to review and advise on matters referred to them. The Chair shall call such meetings as necessary and shall notify all Committee members.

H. Minutes. Minutes of all meetings shall be kept and submitted to the membership of the Committee for approval. Minutes will also be made available to the RTC. The Regional Transportation Council will be kept apprised of Surface Transportation Technical Committee attendance by agency.

I. Staff Support. Staff support for the Surface Transportation Technical Committee shall be furnished by the North Central Texas Council of Governments.

J. Committee Functions. The functions of the Technical Committees shall be to review and comment on all matters referred to them by either the Regional Transportation Council, their respective Technical Committee Chairs, or the NCTCOG Transportation Director.

## INTENT

Section 5. These Bylaws and Operating Procedures are intended to provide rules and procedures to assure the orderly function of the regional transportation planning process in North Central Texas. The Bylaws and Operating Procedures should be reviewed for possible revisions every four years.

## ADOPTION

Section 6. These Bylaws and Operating Procedures shall be in full force and effect at such time as they have been approved by two-thirds vote of the Regional Transportation Council at a meeting at which a quorum, as defined herein, is present.

## REVISION

Section 7. These Bylaws and Operating Procedures may be revised by approval of two-thirds of the members of the Regional Transportation Council at a meeting at which a quorum, as defined herein, is present. Changes in the Bylaws must be presented at one regularly scheduled meeting and voted on at a following regularly scheduled meeting. No Bylaw change shall be made that has not been presented at a previous meeting.

## **APPENDIX A**

**APPENDIX A**  
2014 RTC Membership Structure

<u>City</u>	<u>2013 Population</u>	<u>2010 Employment</u>	<u>Maximum of Population &amp; Employment</u>	<u>Percent of Total Based on Maximum</u>	<u>Share of RTC Seat(s)</u>	<u>% of RTC Seat By Grouping</u>	<u>RTC Seats</u>
<b>City Membership</b>							
Plano	264,910	235,983	264,910	4.63	1.205	<b>1.205</b>	<b>1</b>
McKinney	140,390	59,600	140,390	2.46	0.639		
Anna	9,360	798	9,360	0.16	0.043		
Princeton	7,440	738	7,440	0.13	0.034		
Fairview	8,000	1,206	8,000	0.14	0.036		
Melissa	5,710	673	5,710	0.10	0.026	<b>0.777</b>	<b>1</b>
Allen	87,800	28,830	87,800	1.54	0.399		
Lucas	5,750	1,790	5,750	0.10	0.026		
Wylie	43,450	10,086	43,450	0.76	0.198		
Rowlett	56,420	12,244	56,420	0.99	0.257		
Sachse	21,090	1,351	21,090	0.37	0.096		
Murphy	18,440	2,451	18,440	0.32	0.084	<b>1.060</b>	<b>1</b>
Frisco	129,680	40,647	129,680	2.27	0.590		
Prosper	13,380	1,786	13,380	0.23	0.061		
Little Elm	29,230	3,962	29,230	0.51	0.133		
The Colony	37,360	5,802	37,360	0.65	0.170		
Celina	6,460	1,048	6,460	0.11	0.029		
Providence Village	5,260	125	5,260	0.09	0.024	<b>1.007</b>	<b>1</b>
Dallas	1,213,600	1,036,119	1,213,600	21.23	5.521		
University Park	22,920	11,125	22,920	0.40	0.104		
Highland Park	8,500	4,145	8,500	0.15	0.039	<b>5.664</b>	<b>6</b>
Garland	229,120	80,870	229,120	4.01	1.042	<b>1.042</b>	<b>1</b>
Addison	13,840	62,925	62,925	1.10	0.286		
Richardson	100,850	130,309	130,309	2.28	0.593	<b>0.879</b>	<b>1</b>
Irving	220,750	252,379	252,379	4.42	1.148		
Coppell	39,090	28,033	39,090	0.68	0.178	<b>1.326</b>	<b>1</b>
Mesquite	140,240	60,515	140,240	2.45	0.638		
Balch Springs	24,270	5,867	24,270	0.42	0.110		
Seagoville	15,020	4,915	15,020	0.26	0.068		
Sunnyvale	5,271	3,539	5,271	0.09	0.024	<b>0.841</b>	<b>1</b>
Grand Prairie	178,290	75,337	178,290	3.12	0.811	<b>0.811</b>	<b>1</b>
Duncanville	38,680	11,850	38,680	0.68	0.176		
DeSoto	49,930	12,965	49,930	0.87	0.227		
Cedar Hill	45,570	13,934	45,570	0.80	0.207		
Lancaster	36,980	9,633	36,980	0.65	0.168		
Glenn Heights	11,410	1,055	11,410	0.20	0.052		
Hutchins	5,350	3,364	5,350	0.09	0.024	<b>0.855</b>	<b>1</b>
Carrollton	122,280	88,243	122,280	2.14	0.556		
Farmers Branch	28,800	81,840	81,840	1.43	0.372	<b>0.929</b>	<b>1</b>
Denton	116,950	76,079	116,950	2.05	0.532		
Sanger	7,170	3,106	7,170	0.13	0.033		
Corinth	20,420	5,156	20,420	0.36	0.093		
Lake Dallas	7,140	1,330	7,140	0.12	0.032	<b>0.690</b>	<b>1</b>
Lewisville	97,140	57,960	97,140	1.70	0.442		
Flower Mound	65,710	29,678	65,710	1.15	0.299		
Highland Village	15,420	3,391	15,420	0.27	0.070	<b>0.811</b>	<b>1</b>
Fort Worth	767,560	448,844	767,560	13.43	3.492	<b>3.492</b>	<b>3</b>
Arlington	369,320	183,860	369,320	6.46	1.680	<b>1.680</b>	<b>2</b>
N. Richland Hills	64,240	26,002	64,240	1.12	0.292		
Richland Hills	7,870	6,955	7,870	0.14	0.036		
Haltom City	42,190	20,499	42,190	0.74	0.192		
Watauga	23,500	5,139	23,500	0.41	0.107		
White Settlement	16,390	6,133	16,390	0.29	0.075		
River Oaks	7,280	1,858	7,280	0.13	0.033		
Lake Worth	4,780	5,059	5,059	0.09	0.023		
Westworth Village	2,500	22,768	22,768	0.40	0.104		
Saginaw	20,140	8,909	20,140	0.35	0.092		
Azle	10,960	4,630	10,960	0.19	0.050	<b>1.003</b>	<b>1</b>
Keller	41,090	12,807	41,090	0.72	0.187		
Grapevine	47,070	52,953	52,953	0.93	0.241		
Southlake	27,080	25,552	27,080	0.47	0.123		
Colleyville	23,270	9,134	23,270	0.41	0.106		
Westlake	1,040	5,762	5,762	0.10	0.026		
Trophy Club	9,400	793	9,400	0.16	0.043		
Roanoke	6,470	9,163	9,163	0.16	0.042		
Hurst	37,460	18,962	37,460	0.66	0.170		
Eules	51,750	51,863	51,863	0.91	0.236		
Bedford	47,310	27,827	47,310	0.83	0.215	<b>1.389</b>	<b>1</b>
Mansfield	58,490	19,964	58,490	1.02	0.266		
Benbrook	21,530	5,163	21,530	0.38	0.098		
Forest Hill	12,360	3,591	12,360	0.22	0.056		
Crowley	13,440	5,799	13,440	0.24	0.061		
Everman	6,110	2,057	6,110	0.11	0.028		
Kennedale	6,820	3,865	6,820	0.12	0.031	<b>0.540</b>	<b>1</b>
<b>Total</b>	<b>5,518,261</b>	<b>3,560,693</b>	<b>5,715,432</b>	<b>100</b>	<b>26</b>	<b>26.000</b>	
<b>Allocation for City Seats Seat Threshold Based on Combined Higher of Population or Employment Resulting RTC City Seats</b>					<b>26</b>		
					<b>219,824</b>	<b>RTC City Members</b>	<b>27</b>

**2013 Population by County Grouped By RTC Seats**

<b>County Membership</b>	<b>2013 Population</b>		
<u>Collin County</u>	821,520		1
<u>Dallas County</u>	2,398,920		2
<u>Denton County</u>	694,050		1
<u>Tarrant County</u>	1,850,370		2
<u>Ellis County</u>	154,700		
Ennis	18,590		
Waxahachie	31,550		
Midlothian	19,330		
Red Oak	11,230		
<u>Kaufman County</u>	105,750		
Forney	16,030		
Kaufman	6,660		
Terrell	<u>15,210</u>		
<b>Combined Ellis and Kaufman Population</b>	<b>260,450</b>		<b>1</b>
<u>Johnson County</u>	154,530		
Burleson	39,010		
Cleburne	29,120		
Keene	6,120		
Joshua	6,010		
<u>Hood County</u>	54,900		
Granbury	<u>8,290</u>		
<b>Combined Johnson and Hood Population</b>	<b>209,430</b>		<b>1</b>
<u>Hunt County</u>	88,020		
Commerce	8,110		
Greenville	25,990		
<u>Rockwall County</u>	82,360		
Rockwall	38,990		
Heath	7,260		
Royse City	9,690		
Fate	<u>7,840</u>		
<b>Combined Hunt and Rockwall Population</b>	<b>170,380</b>		<b>1</b>
<u>Parker County</u>	120,650		
Weatherford	25,940		
Mineral Wells	16,810		
<u>Wise County</u>	64,500		
Decatur	6,050		
Bridgeport	<u>6,000</u>		
<b>Combined Parker and Wise Population</b>	<b>185,150</b>		<b>1</b>
<b>County Membership Total</b>		<b>RTC County Members</b>	<b>10</b>
DART			1
DCTA			1
FWTA			1
DFW Airport			1
TxDOT Dallas			1
TxDOT Fort Worth			1
NTTA			1
<b>Transportation Providers</b>		<b>RTC Transportation Provider Members</b>	<b>7</b>
<b>Total Members</b>		<b>Total RTC Members</b>	<b>44</b>

*Data Based on NCTCOG 2013 Population Estimates and 2010 Employment Estimates*

# SECOND READING OF THE DRAFT RTC BYLAWS AND OPERATING PROCEDURES

PRESENTED BY COMMISSIONER ANDY EADS, CHAIR

Regional Transportation Council  
April 10, 2014



# Proposed Revisions Since the March 13 RTC Meeting

## Best Practices Related to Appointees

- May be to appoint the alternate member from an eligible entity within the cluster that is not providing the primary member.

## Best Practices Related to Council Functions

- May be for the county representatives to hold regular meetings with the cities in their respective counties to discuss transportation-related items.
- May be for a primary member to hold regular meetings with the entities in the group to discuss transportation-related items.

## Meetings

- Clarify the RTC's adherence with Chapter 551 of the Texas Government Code regarding meetings and meeting notice.

# RTC Bylaws Revision Subcommittee Members

**Andy Eads**, Chair  
Commissioner, Denton County

**Vonciel Jones Hill**, Vice Chair  
Councilmember, City of Dallas

**Ron Brown**  
Commissioner, Ellis County

**Charles Emery**  
Board Chair, Denton County  
Transportation Authority

**Gary Fickes**  
Commissioner, Tarrant County

**Clay Lewis Jenkins**  
County Judge, Dallas County

**Laura Maczka**  
Mayor, City of Richardson

**T. Oscar Trevino, Jr.**  
Mayor, City of North Richland Hills

**Duncan Webb**  
Commissioner, Collin County

**Zim Zimmerman**  
Mayor Pro Tem, City of Fort Worth

## Subcommittee Meeting Dates

October 10, 2013

November 14, 2013

December 12, 2013

January 9, 2014

February 13, 2014

# Summary of Significant Proposed Revisions

## Membership

- Increase the RTC membership limit from 43 to 44 (increase city maximum from 26 to 27).
- Maintain cluster seats for the Urbanized Areas of Denton, Lewisville, and McKinney. Representation for the three urbanized area seats can come from any of the cities within the respective cluster.
- Add 11 new cities over 5,000 in population or employment into cluster groups (Appendix A).
- Adjust cluster representation to better reflect geographic proximity emphasizing similar planning needs.

## Appointees

- Strongly encourage the rotation of cluster seat representation among eligible entities within each respective cluster:
  - City-only clusters – all entities eligible
  - County and city clusters – counties eligible

# Summary of Significant Proposed Revisions

## Voting Structure

- RTC Chair will only vote in the case of a tie.

## Officers

- Task the Nominating Subcommittee with confirming that the current Vice Chair and Secretary should move up and nominate a new Secretary.
- Direct the Nominating Subcommittee to focus on existing emphasis areas for officers and reflect leadership in rough proportion to the revenue distribution between the Eastern and Western Subregions. This will not be measured on a year-to-year basis but over longer periods of time.

## Council Functions

- Determine revenue funding split for the Eastern and Western Subregions at the beginning of each transportation funding bill cycle or every two years, whichever is less.

## Intent

- Review Bylaws and Operating Procedures for possible revisions every four years.



# City of Rowlett

## Staff Report

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

**AGENDA DATE:** 05/20/14

**AGENDA ITEM:** 5A

### **TITLE**

Hear Second Quarter Investment Report for March 31, 2014.

### **STAFF REPRESENTATIVE**

Alan Guard, Chief Financial Officer

### **SUMMARY**

In order for the City of Rowlett to comply with the State of Texas Public Funds Investment Act (PFIA), it has adopted an official Investment Policy. A requirement of this Policy is a quarterly report of the City's investment activity. Finance is pleased to report that the City continues to maintain in compliance with the requirement of the PFIA and the City's Investment Policy and that the City's pooled funds and long-term pooled fund portfolios are of high credit quality and invested in TexPool, U.S. Treasury, Federal Agency and high quality paper securities.

The quarterly report is prepared by the City's financial advisor, PFM Asset Management, Inc. (PFM). Please note that the references are to calendar year; therefore, the first quarter is defined as January 1, 2014 through March 31, 2014, but really represents the City's second fiscal year quarter in 2014 (see Attachment 1).

### **BACKGROUND INFORMATION**

Effective September 1, 1995, the Public Funds Investment Act, Chapter 2256 of the Texas Government Code, outlines authorized investments and fund management criteria for governmental entities. Among other criteria, an annual authorization and approval of the City's Investment Policy is required by December 31 of each year for compliance with the State of Texas PFIA. The City Council authorized and approved the last revision of the City's Investment Policy on December 17, 2013. The City's Investment Policy and Section 2256.023 of the Code requires that, in conjunction with the Investment Officer(s), the City's Investment Advisor(s) shall provide quarterly investment reports on the City's short-term and long-term core investments to City Council. This agenda item is to fulfill the requirements of the PFIA and the City's Financial Investment Policies for the Quarter ending March 31, 2014.

### **DISCUSSION**

As of March 31, 2014, approximately 44 percent of the City's investments were in U.S. Treasuries and Agency securities, 16 percent invested in commercial paper, and the remaining 40 percent was invested in a constant dollar pool. The City's portfolio of Pooled Funds and Long-Term Pooled Funds are of high credit quality, rated AA+, A-1+ and A-1, and maintain adequate liquidity. The portfolios are invested entirely in Federal Agency, U.S. Treasury, and

Commercial Paper securities. Forty percent (40%) of the City's holdings were in investments with a maturity of one year or more.

The Long Term Portfolio's quarterly total return performance of 0.15 percent outperformed the benchmark of 0.14 percent. Over the past year, the Portfolio earned 0.40 percent, versus 0.38 percent for the benchmark. The Pooled Funds Portfolio continues to provide the City with favorable yield relative to the benchmark. At quarter end, the portfolio had a Yield to Maturity at Cost of 0.30 percent, exceeding the Yield of the TexPool benchmark by 27 basis points (0.27%).

Many economists attribute the relative weakness of economic data released during the quarter to severe winter weather during the period; however, the data was not weak enough to deter the Federal Reserve (Fed) from a third round of tapering asset purchases. Interest rates began to materialize from record lows. The Treasury Yield curve became more humped, as intermediate-term maturity yields rose, while short-term rates remained low and longer-maturity yields fell modestly. As temperatures warm, growth is expected to reaccelerate.

*Comments regarding the economy in general:*

The past five years is not a good roadmap for the next five years. During the past five years, extraordinarily aggressive Fed policy has been driving bond prices higher. The advantage of holding bonds has been two-fold: interest earnings and positive price returns. As the Federal Open Market Committee (FOMC) exits their stimulus programs, the prices of bonds will almost assuredly move lower. In this transition period, the earnings advantage of holding bonds will need to be balanced against the disadvantage of periodic negative price returns.

The US gross domestic product (GDP) expanded at a 2.6 percent annual pace, as consumer spending reached its highest level in three years. Slower-than-expected economic growth was attributed in part to the large amounts of ice and snow that blanketed the country for much of the winter. This was an improvement from the previous year, when GDP expanded by 2.0 percent. The U.S. employment situation continued to improve, as the economy created a monthly average of 182,000 new jobs in the first quarter, only slightly behind the 2013 average of 197,000. The unemployment rate has averaged 6.7 percent for the quarter. According to CoreLogic, prices for existing homes rose 12.2 percent year-over-year in February due to tighter supply. Although the housing market is still moving forward, sales and construction were slowed down by the winter weather.

At its meeting on March 19, the Fed reduced its monthly purchases of Treasuries and agency mortgage-backed securities by another \$10 billion to a revised total of \$55 billion per month. During a press conference after the March 18-19 meeting of the FOMC, Fed Chair Janet Yellen commented that the federal funds target rate could rise as soon as six months after the Fed completed its bond-buying program.

In sector performance, portfolios benefited from conservative duration management, as intermediate term yields surged after the March Fed meeting. Strong demand outpaced supply

and continued to narrow yield spreads on corporate and municipal debt, which somewhat reduced their future attractiveness.

*Portfolio Strategy:*

Investment strategies generally consist of two parts: strategic and tactical. These two parts reflect the fact that an investor's long-term evaluation of a market can be completely opposite to their short-term valuation. Longer term, PFM expects interest rates will normalize and move higher leading to capital losses, and thus our strategic plan is to keep the portfolio's duration shorter relative to the benchmark's duration. In the near term, however, we may find periods of market quiescence when the steepness of the yield offers high roll down return, and we capitalize on these opportunities as they arise. With the end of the bull market in bonds and the beginning of the bear market, or at least the anticipation of a coming bear market, investment strategy has turned defensive. PFM looks to add value through superior timing of monthly extensions intra-month, and to mitigate market downturns via tactical underweighting of interest rate exposure. A sea change has arrived and we aim to steer the portfolios safely between the shoals of under-investment on the one side, and the jagged rocks of over-investment on the other. Through prudence derived from experience and being diligent in monitoring research and market conditions, we strive to optimize the balance between higher income return and smaller price declines. Safeguarding principal and purchasing power are our highest goals.

We will continue to follow the prudent investment strategies that have safely provided the City with favorable long-term performance and preservation of principal, while seeking opportunities to add value by remaining flexible and responding to changes in interest rates, economic data, market outlook or specific opportunities that arise.

**FINANCIAL/BUDGET IMPLICATIONS**

N/A

**RECOMMENDED ACTION**

There is no action required as this is presented for informational purposes.

**ATTACHMENT**

Attachment 1 - Quarterly Investment Report for March 31, 2014

# City of Rowlett, Texas



## Investment Performance Review Quarter Ended March 31, 2014

### **Investment Advisors**

Steven Alexander, CTP, CGFO, Managing Director  
D. Scott Stitcher, CFA, Senior Managing Consultant  
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February 28, 2014 PFM Month-End Statement  
March 31, 2014 PFM Month-End Statement  
(statements are available online at [www.pfm.com](http://www.pfm.com))

- Tab IV. January 31, 2014 TexPool Month End Statements  
February 28, 2014 TexPool Month End Statements  
March 31, 2014 TexPool Month End Statements

This material is based on information obtained from sources generally believed to be reliable and available to the public, however PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is for general information purposes only and is not intended to provide specific advice or recommendation. The information contained in this report is not an offer to purchase or sell any securities.

# TAB I

**Summary**

- Many economists attribute the relative weakness of economic data released during the first quarter to severe winter weather during the period. As temperatures warm, growth is expected to reaccelerate.
- First-quarter economic data was not weak enough to deter the Federal Reserve (Fed) from a third round of tapering asset purchases. At its meeting on March 19, the Fed reduced its monthly purchases of Treasuries and agency mortgage-backed securities by another \$10 billion to a revised total of \$55 billion per month.
- Geopolitical uncertainty caused by Russia's annexation of the Crimean peninsula jeopardized growth in Europe and sparked a brief rally in U.S. Treasuries, which temporarily pushed yields lower. The markets quickly refocused on forward growth prospects and Fed action.

**Economic Snapshot**

- Fourth-quarter U.S. gross domestic product (GDP) expanded at a 2.6% annual pace, as consumer spending reached its highest level in three years. Slower-than-expected economic growth was attributed in part to the large amounts of ice and snow that blanketed the country for much of the winter. This was an improvement from the previous year, when GDP expanded by 2.0%.
- The U.S. employment situation continued to improve, as the economy created a monthly average of 182,000 new jobs in the first quarter, only slightly behind the 2013 average of 197,000. The unemployment rate has averaged 6.7% for the quarter.
- According to CoreLogic, prices for existing homes rose 12.2% year-over-year in February due to tighter supply. Although the housing market is still moving forward, sales and construction were slowed down by the winter weather.

**Interest Rates**

- During a press conference after the March 18-19 meeting of the Federal Open Market Committee (FOMC), Fed Chair Janet Yellen commented that the federal funds target rate could rise as soon as six months after the Fed completed its bond-buying program. However, Ms. Yellen softened her message at the end of the quarter, stating that the Fed would remain accommodative for "some time" to help those who are currently unemployed.
- The majority of FOMC participants indicated that 2015 is the appropriate time to begin increasing the federal funds target rate.
- Interest rates continued to normalize from record lows. The Treasury yield curve became more humped, as intermediate-term maturity yields rose, while short-term rates remained low and longer-maturity yields fell modestly.

**Sector Performance**

- Portfolios benefited from conservative duration management, as intermediate term yields surged after the March Fed meeting.
- Portfolios also benefited from the extra yield provided by holdings of corporate bonds, especially in the financial sector.
- Strong demand outpaced supply and continued to narrow yield spreads on corporate and municipal debt, which somewhat reduced their future attractiveness.

## Economic Snapshot

Labor Market	Latest	Dec 2013	Mar 2013	
Unemployment Rate	Mar'14	6.7%	6.7%	7.5%
Change In Non-Farm Payrolls	Mar'14	192,000	84,000	141,000
Average Hourly Earnings (YoY)	Mar'14	2.1%	1.9%	1.9%
Personal Income (YoY)	Feb'14	3.1%	-0.8%	3.0%
Initial Jobless Claims (week)	Mar 28	326,000	344,000	375,000

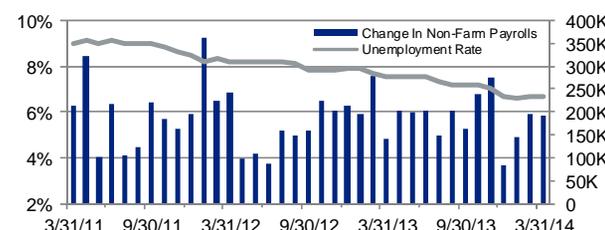
  

Growth	Latest	Dec 2013	Mar 2013	
Real GDP (QoQ SAAR)	2013Q4	2.6%	4.1% <sup>1</sup>	1.1% <sup>2</sup>
GDP Personal Consumption (QoQ SAAR)	2013Q4	3.3%	2.0% <sup>1</sup>	2.3% <sup>2</sup>
Retail Sales (YoY)	Feb'14	1.5%	3.4%	3.2%
ISM Manufacturing Survey (month)	Mar'14	53.7	56.5	51.5
Existing Home Sales SAAR (month)	Feb'14	4.60 mil.	4.87 mil.	4.96 mil.

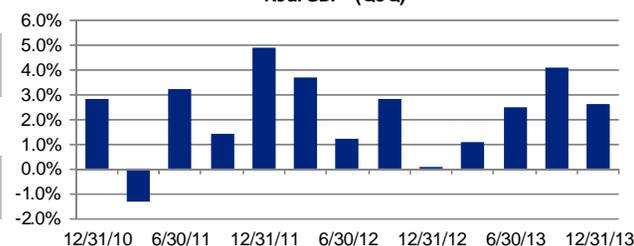
  

Inflation / Prices	Latest	Dec 2013	Mar 2013	
Personal Consumption Expenditures (YoY)	Feb'14	0.9%	1.2%	1.2%
Consumer Price Index (YoY)	Feb'14	1.1%	1.5%	1.5%
Consumer Price Index Core (YoY)	Feb'14	1.6%	1.7%	1.9%
Crude Oil Futures (WTI, per barrel)	Mar 31	\$101.58	\$98.42	\$97.23
Gold Futures (oz.)	Mar 31	\$1,283	\$1,202	\$1,595

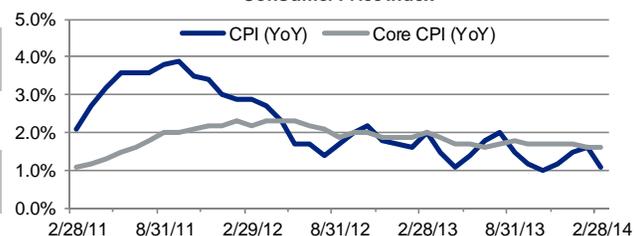
Unemployment Rate (left) vs. Change in Nonfarm Payrolls (right)



Real GDP (QoQ)



Consumer Price Index



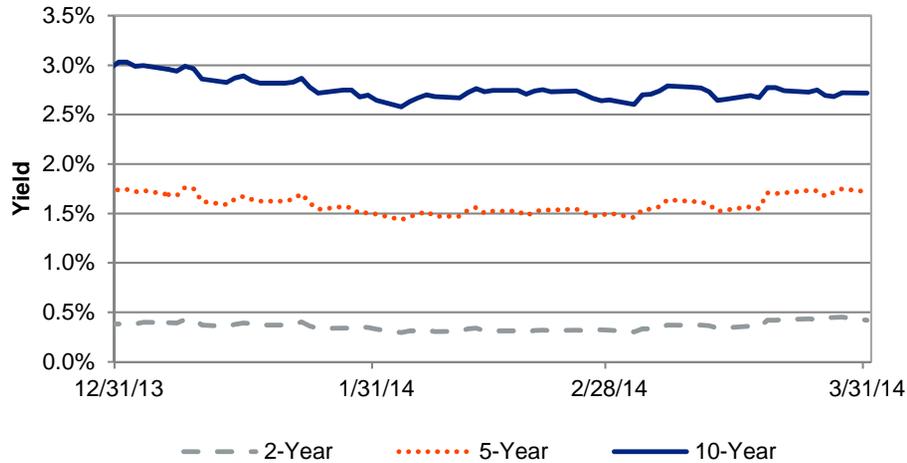
1. Data as of Third Quarter 2013 2. Data as of First Quarter 2013

3. Note: YoY = year over year, QoQ = quarter over quarter, SAAR = seasonally adjusted annual rate, WTI = West Texas Intermediate crude oil

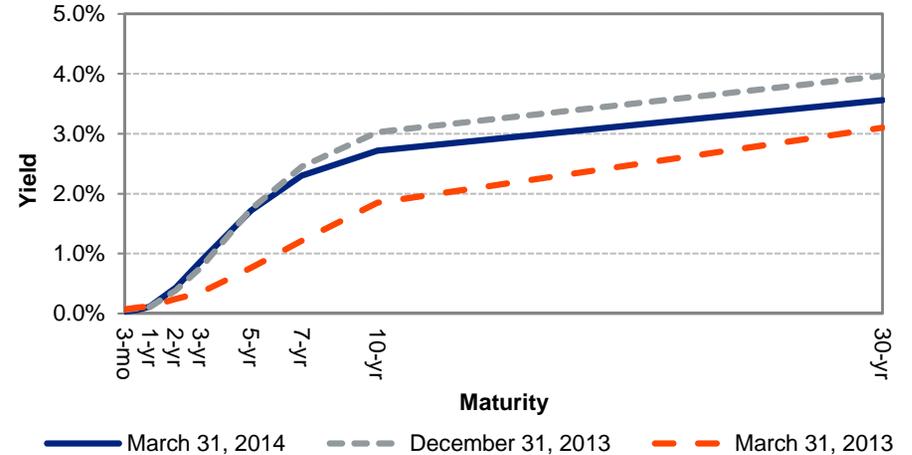
Source: Bloomberg

### Investment Rate Overview

U.S. Treasury Note Yields



U.S. Treasury Yield Curve

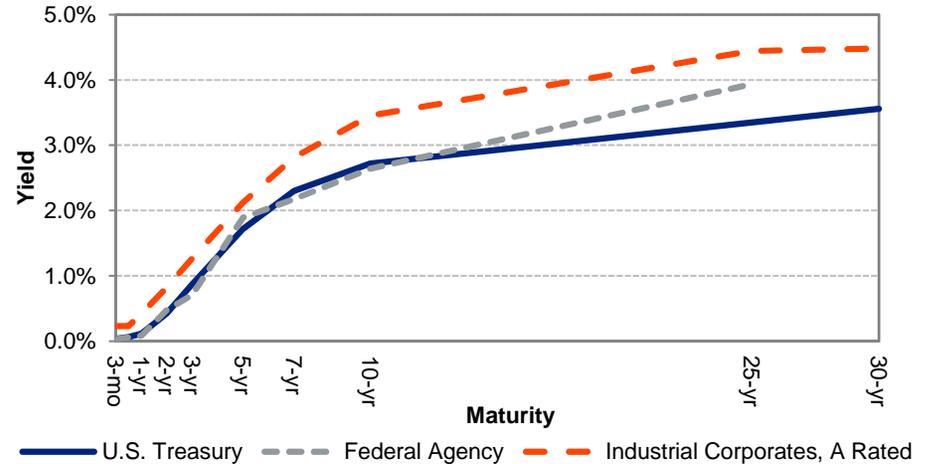


U.S. Treasury Yields

Maturity	3/31/14	12/31/13	Change over Quarter	3/31/13	Change over Year
3-month	0.03%	0.07%	(0.04%)	0.07%	(0.04%)
1-year	0.11%	0.11%	0.00%	0.12%	(0.01%)
2-year	0.42%	0.38%	0.04%	0.24%	0.18%
5-year	1.72%	1.74%	(0.02%)	0.77%	0.95%
10-year	2.72%	3.03%	(0.31%)	1.85%	0.87%
30-year	3.56%	3.97%	(0.41%)	3.10%	0.46%

Source: Bloomberg

Yield Curves as of 3/31/2014



## BofA Merrill Lynch Index Returns

	As of 3/31/2014		Returns for Periods ended 3/31/2014		
	Duration	Yield	3 Month	1 Year	3 Years
<b>1-3 Year Indices</b>					
U.S. Treasury	1.92	0.44%	0.14%	0.38%	0.81%
Federal Agency	1.84	0.52%	0.17%	0.49%	0.94%
U.S. Corporates, A-AAA rated	1.96	0.94%	0.42%	1.38%	2.28%
Agency MBS (0 to 3 years)	1.70	1.02%	0.25%	1.09%	1.75%
Municipals	1.75	0.52%	0.25%	0.87%	1.35%
<b>1-5 Year Indices</b>					
U.S. Treasury	2.72	0.82%	0.26%	(0.09%)	1.43%
Federal Agency	2.50	0.86%	0.34%	0.22%	1.35%
U.S. Corporates, A-AAA rated	2.88	1.47%	0.76%	1.33%	3.12%
Agency MBS (0 to 5 years)	3.35	2.43%	0.94%	0.96%	2.58%
Municipals	2.48	0.85%	0.41%	0.99%	2.05%
<b>Master Indices (Maturities 1 Year or Greater)</b>					
U.S. Treasury	5.78	1.60%	1.63%	(1.53%)	3.33%
Federal Agency	4.04	1.45%	1.24%	(0.62%)	2.24%
U.S. Corporates, A-AAA rated	6.66	2.75%	2.58%	0.84%	5.35%
Agency MBS (0 to 30 years)	5.26	3.01%	1.58%	0.23%	2.75%
Municipals	7.59	3.10%	3.80%	0.28%	6.22%

1. Duration and yield are after the indices were rebalanced at month end.

2. Returns are rolling returns. Returns for periods greater than one year are annualized.

Source: BofA Merrill Lynch Indices

**Disclosures**

The views expressed within this material constitute the perspective and judgment of PFM Asset Management LLC (PFMAM) at the time of distribution and are subject to change. Information is obtained from sources generally believed to be reliable and available to the public; however, PFMAM cannot guarantee its accuracy, completeness, or suitability. This material is for general information purposes only and is not intended to provide specific advice or recommendation. The information contained in this report is not an offer to purchase or sell any securities.

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# TAB II

## Executive Summary

**PORTFOLIO STRATEGY**

- The City's Pooled Funds and Long Term Pooled Fund Portfolios are of high credit quality and invested in TexPool, U.S. Treasury, Federal Agency, and high quality commercial paper securities.
- The Long Term Pooled Fund Portfolio's quarterly total return performance was 0.15%, outperforming the benchmark's performance of 0.14% by 0.01%. Over the past year, the Portfolio earned 0.40%, versus 0.38% for the benchmark.
- The Pooled Funds Portfolio continues to provide the City with favorable yield relative to the benchmark. At quarter end the portfolio had a Yield to Maturity at Cost of 0.30%, exceeding the Yield of its benchmark the TexPool by 27 basis points (0.27%).
- The past 5 years is not a good roadmap for the next 5 years. During the past 5 years extraordinarily aggressive Fed policy has been driving bond prices higher. The advantage of holding bonds has been two-fold: interest earnings and positive price returns. As the FOMC exits their stimulus programs, the prices of bonds will almost assuredly move lower. In this transition period, the earnings advantage of holding bonds will need to be balanced against the disadvantage of periodic negative price returns.
- Investment strategies generally consist of two parts: strategic and tactical. These two parts reflect the fact that an investor's long-term evaluation of a market can be completely opposite to their short-term evaluation. Longer term PFM expects interest rates will normalize and move higher leading to capital losses, and thus our strategic plan is to keep the portfolio's duration shorter relative to the benchmark's duration. In the near term, however, we may find periods of market quiescence when the steepness of the yield offers high rolldown return, and we will capitalize on these opportunities as they arise.
- With the end of the bull market in bonds and the beginning of the bear market, or at least the anticipation of a coming bear market, investment strategy has turned defensive. PFM looks to add value through superior timing of monthly extensions intra-month, and to mitigate market downturns via tactical underweighting of interest rate exposure.
- A sea change has arrived and we aim to steer the portfolios safely between the shoals of under-investment on the one side, and the jagged rocks of over-investment on the other. Through prudence derived from experience and being diligent in monitoring research and market conditions we strive to optimize the balance between higher income return and smaller price declines. Safeguarding principal and purchasing power are our highest goals.

## City of Rowlett, Texas

Investment Report - Quarter Ended March 31, 2014

## Summary Portfolio Statistics

Amortized Cost and Market Value Account Name	Amortized Cost <sup>1,2,3</sup>	Amortized Cost <sup>1,2,3</sup>	Market Value <sup>1,2,3</sup>	Market Value <sup>1,2,3</sup>	Duration (Years)
	March 31, 2014	December 31, 2013	March 31, 2014	December 31, 2013	March 31, 2014
Pooled Funds	\$6,990,466.38	\$7,195,493.33	\$6,991,857.60	\$7,196,481.60	0.470
Long Term Pooled Fund	18,651,809.24	18,663,107.10	18,663,373.53	18,672,814.10	1.880
TexPool	17,216,680.12	12,548,319.39	17,216,680.12	12,548,319.39	0.003
<b>Total</b>	<b>\$42,858,955.74</b>	<b>\$38,406,919.82</b>	<b>\$42,871,911.25</b>	<b>\$38,417,615.09</b>	<b>0.896</b>

Yields Account Name	Yield to Maturity on Cost <sup>4</sup>	Yield to Maturity on Cost <sup>4</sup>	Yield to Maturity at Market	Yield to Maturity at Market	Duration (Years)
	March 31, 2014	December 31, 2013	March 31, 2014	December 31, 2013	December 31, 2013
Pooled Funds	0.30%	0.26%	0.24%	0.14%	0.210
Long Term Pooled Fund	0.48%	0.57%	0.44%	0.39%	1.670
TexPool <sup>5</sup>	0.03%	0.04%	0.03%	0.04%	0.003
<b>Weighted Average YTM</b>	<b>0.27%</b>	<b>0.34%</b>	<b>0.24%</b>	<b>0.23%</b>	<b>0.852</b>

Monthly Interest earnings YTD<sup>6,7</sup>

October 2013	\$37,355.39	April 2014	
November 2013	\$13,452.76	May 2014	
December 2013	(23,084.61)	June 2014	
January 2014	30,640.00	July 2014	
February 2014	20,379.05	August 2014	
March 2014	(20,195.40)	September 2014	

**Total Fiscal Year Net Earnings** \$58,547.19

## Notes:

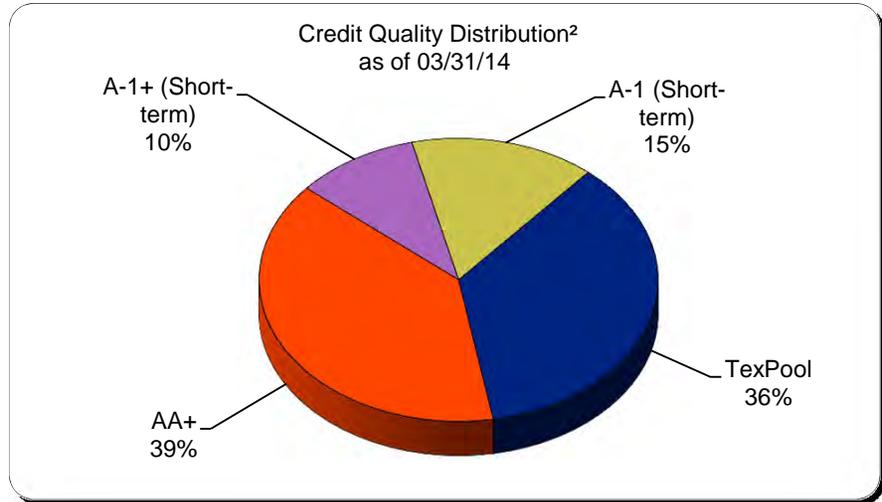
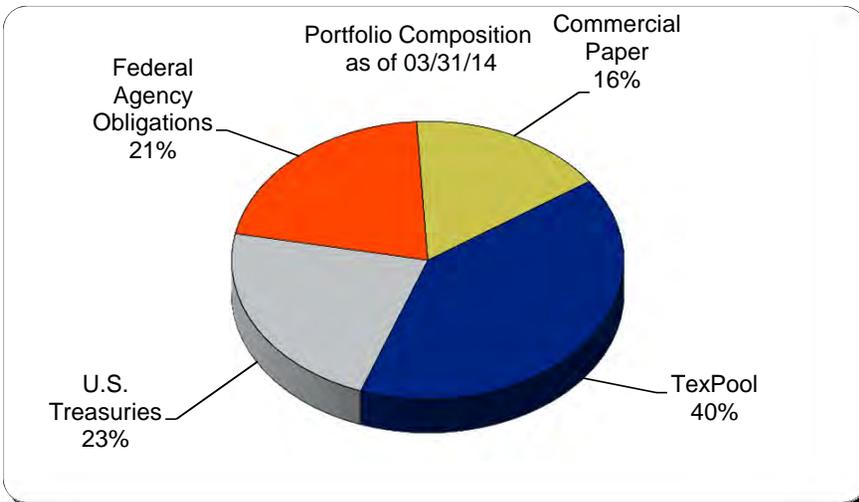
1. On a trade-date basis, including accrued interest.
2. In order to comply with GASB accrual accounting reporting requirements; forward settling trades are included in the monthly balances.
3. Excludes any money market fund/cash balances held in custodian account.
4. Past performance is not indicative of future results.
5. TexPool yield is obtained from www.texpool.com.
6. Earnings are calculated on a cash basis and are subject to the receipt of coupon payments, maturities within the portfolio, and money market fund balances.
7. Earnings are net of fees.

## Summary Portfolio Amortized Cost and Market Value Analysis

MONEY MARKET FUNDS				MATURITY	12/31/2013	12/31/2013	12/31/2013	3/31/2014	3/31/2014	3/31/2014	CHANGE IN
CUSIP	DESCRIPTION	PAR	COUPON	DATE	ACCRUED INTEREST	AMORTIZED COST	MARKET VALUE	ACCRUED INTEREST	AMORTIZED COST	MARKET VALUE	MARKET VALUE
TEXPOOL	TEXPOOL				0.00	12,548,319.39	12,548,319.39	0.00	17,216,680.12	17,216,680.12	37.20%
					\$0.00	\$12,548,319.39	\$12,548,319.39	\$0.00	\$17,216,680.12	\$17,216,680.12	37.20%
<b>TOTAL</b>					<b>\$0.00</b>	<b>\$12,548,319.39</b>	<b>\$12,548,319.39</b>	<b>\$0.00</b>	<b>\$17,216,680.12</b>	<b>\$17,216,680.12</b>	<b>37.20%</b>
<b>POOLED FUNDS</b>											
<b>COMMERCIAL PAPER</b>											
36959JA60	GENERAL ELEC CAP CORP COMM PAPER	2,400,000	0.000	01/06/14	\$0.00	\$2,399,926.66	\$2,399,983.20	\$0.00	\$0.00	\$0.00	0.00%
89233HC77	TOYOTA MOTOR CREDIT CORP COMM PAPER	2,400,000	0.000	03/07/14	0.00	2,398,873.34	2,399,620.80	0.00	0.00	0.00	0.00%
0556N1FA6	BNP PARIBAS FINANCE INC COMM PAPER	2,400,000	0.000	06/10/14	0.00	2,396,693.33	2,396,877.60	0.00	2,398,553.33	2,399,143.20	0.09%
46640QKH3	JP MORGAN SECURITIES LLC COMM PAPER	2,400,000	0.000	10/17/14	0.00	0.00	0.00	0.00	2,395,356.67	2,395,600.80	0.00%
89233HM27	TOYOTA MOTOR CREDIT CORP COMM	2,200,000	0.000	12/02/14	0.00	0.00	0.00	0.00	2,196,556.38	2,197,113.60	0.00%
		\$11,800,000			\$0.00	\$7,195,493.33	\$7,196,481.60	\$0.00	\$6,990,466.38	\$6,991,857.60	-2.84%
<b>TOTAL</b>		<b>\$11,800,000</b>			<b>\$0.00</b>	<b>\$7,195,493.33</b>	<b>\$7,196,481.60</b>	<b>\$0.00</b>	<b>\$6,990,466.38</b>	<b>\$6,991,857.60</b>	<b>-2.843%</b>
<b>LONG TERM POOLED FUND</b>											
<b>FED AGY BOND/NOTE</b>											
31398AVD1	FNMA GLOBAL NOTES	1,500,000	2.750	02/05/14	\$16,729.17	\$1,503,444.35	\$1,503,600.00	\$0.00	\$0.00	\$0.00	0.00%
3135G0VA8	FANNIE MAE GLOBAL NOTES	1,000,000	0.500	03/30/16	1,263.89	1,002,140.12	998,925.00	13.89	1,001,903.10	1,000,671.00	0.17%
3135G0VA8	FANNIE MAE GLOBAL NOTES	2,000,000	0.500	03/30/16	2,527.78	1,998,819.90	1,997,850.00	27.78	1,998,950.42	2,001,342.00	0.17%
3137EADQ9	FREDDIE MAC GLOBAL NOTES	2,000,000	0.500	05/13/16	1,333.33	1,998,468.28	1,997,580.00	3,833.33	1,998,629.18	1,999,720.00	0.11%
3133834R9	FEDERAL HOME LOAN BANK GLOBAL NOTES	2,000,000	0.375	06/24/16	145.83	1,990,396.06	1,993,214.00	2,020.83	1,991,358.44	1,991,832.00	-0.07%
3137EADS5	FHLMC NOTES	2,000,000	0.875	10/14/16	3,743.06	2,003,333.60	2,006,918.00	8,118.06	2,003,037.74	2,006,038.00	-0.04%
		\$10,500,000			\$25,743.06	\$10,496,602.31	\$10,498,087.00	\$14,013.89	\$8,993,878.88	\$8,999,603.00	-14.27%
<b>US TSY BOND/NOTE</b>											
912828PZ7	US TREASURY NOTES	2,500,000	1.250	3/15/2014	\$9,323.20	\$2,499,898.50	\$2,505,860.00	\$0.00	\$0.00	\$0.00	0.00%
912828RZ5	US TREASURY NOTES	1,510,000	0.250	1/15/2015	1,743.89	1,509,106.79	1,511,238.20	792.54	1,509,319.97	1,511,651.94	0.03%
912828NP1	US TREASURY NOTES	1,575,000	1.750	7/31/2015	11,534.31	1,608,912.30	1,611,729.00	4,568.37	1,603,622.62	1,607,791.50	-0.24%
912828WB2	US TREASURY NOTES	2,500,000	0.250	10/31/2015	1,070.44	2,499,172.30	2,496,485.00	2,624.31	2,499,284.68	2,499,415.00	0.12%
912828PM6	US TREASURY NOTES	2,425,000	2.125	12/31/2015	0.00	0.00	0.00	12,953.99	2,501,555.60	2,500,402.95	0.00%
912828RU6	US TREASURY NOTES	1,500,000	0.875	11/30/2016	0.00	0.00	0.00	4,399.04	1,504,795.35	1,505,157.00	0.00%
		\$12,010,000			\$23,671.84	\$8,117,089.89	\$8,125,312.20	\$25,338.25	\$9,618,578.22	\$9,624,418.39	18.45%
<b>TOTAL</b>		<b>\$22,510,000</b>			<b>\$49,414.90</b>	<b>\$18,613,692.20</b>	<b>\$18,623,399.20</b>	<b>\$39,352.14</b>	<b>\$18,612,457.10</b>	<b>\$18,624,021.39</b>	<b>0.003%</b>
<b>TOTAL PORTFOLIO</b>		<b>\$34,310,000</b>			<b>\$49,414.90</b>	<b>\$38,357,504.92</b>	<b>\$38,368,200.19</b>	<b>\$39,352.14</b>	<b>\$42,819,603.60</b>	<b>\$42,832,559.11</b>	<b>11.64%</b>

Summary Portfolio Composition and Credit Quality Characteristics

<u>Security Type</u> <sup>1</sup>	<u>March 31, 2014</u>	<u>% of Portfolio</u>	<u>December 31, 2013</u>	<u>% of Portfolio</u>
U.S. Treasuries	\$9,649,756.64	22.5%	\$8,148,984.04	4.4%
Federal Agencies	9,013,616.89	21.0%	10,523,830.06	49.1%
Commercial Paper	6,991,857.60	16.3%	7,196,481.60	0.0%
Certificates of Deposit	0.00	0.0%	0.00	0.0%
Bankers Acceptances	0.00	0.0%	0.00	0.0%
Repurchase Agreements	0.00	0.0%	0.00	0.0%
Municipal Obligations	0.00	0.0%	0.00	0.0%
Corporate Notes/Bonds	0.00	0.0%	0.00	0.0%
Mortgage Backed	0.00	0.00%	0.00	0.0%
TexPool	17,216,680.12	40.2%	12,548,319.39	46.5%
<b>Totals</b>	<b>\$42,871,911.25</b>	<b>100.0%</b>	<b>\$38,417,615.09</b>	<b>100.0%</b>



Notes:

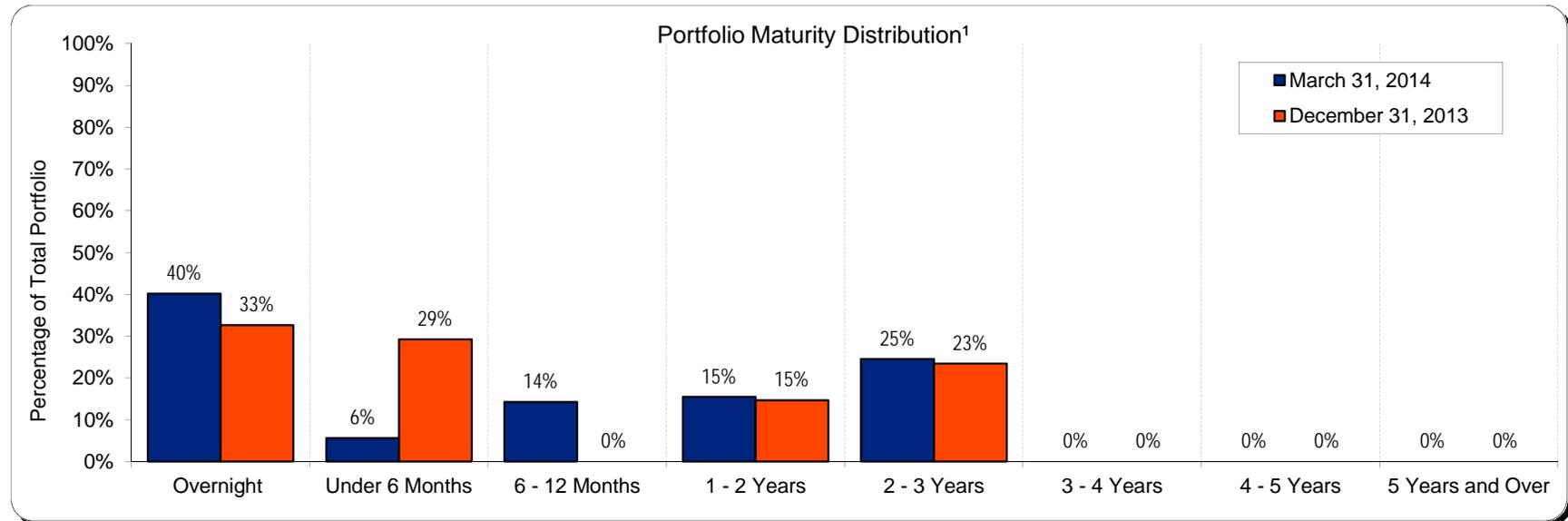
1. End of quarter trade-date market values of portfolio holdings, including accrued interest.
2. Credit rating of securities held in portfolio, exclusive of money market fund/LGIP. Standard & Poor's is the source of the credit ratings.

City of Rowlett, Texas

Investment Report - Quarter Ended March 31, 2014

Summary Portfolio Maturity Distribution

<u>Maturity Distribution<sup>1</sup></u>	<u>March 31, 2014</u>	<u>December 31, 2013</u>
Overnight (Money Market Fund)	\$17,216,680.12	\$12,548,319.39
Under 6 Months	2,399,143.20	11,231,993.97
6 - 12 Months	6,105,158.88	0.00
1 - 2 Years	6,627,756.12	5,633,800.84
2 - 3 Years	10,523,172.93	9,003,500.89
3 - 4 Years	0.00	0.00
4 - 5 Years	0.00	0.00
5 Years and Over	0.00	0.00
<b>Totals</b>	<b>\$42,871,911.25</b>	<b>\$38,417,615.09</b>



Notes:

1. Callable securities in portfolio are included in the maturity distribution analysis to their stated maturity date, although they may be called prior to maturity.

Summary Portfolio General Ledger Entries<sup>1</sup>

<b>Earnings Calculation</b>		<b>Market Value Basis</b>	<b>Source Document</b>
<b>1/31/2014</b>			
January Market Value		51,816,142.47	1 Account Summary Page
January Accrued Interest		29,310.58	2 Account Summary Page
Less (Purchases & Deposits)		(17,330,575.75)	3 Security Transactions & Interest
Less Purchased Interest		(1,730.77)	4 Security Transactions & Interest
Add (Sales, Maturities, Paydowns, Withdrawals)		3,902,025.00	5 Security Transactions & Interest
Add Interest Receipts		34,752.57	6 Security Transactions & Interest
Less December Market Value		(38,368,200.19)	7 Account Summary Page
Less December Accrued Interest		(49,414.90)	8 Account Summary Page
<b>Earnings</b>		<b>32,309.01</b>	

<b>Change in Investment Market Value</b>	<b>13,447,942.28</b>	(1 - 7)
<b>Change in Accrued Interest</b>	<b>(20,104.32)</b>	(2 - 8)
<b>Change in Cash</b>	<b>(13,395,528.95)</b>	(sum 3 thru 6)

<b>Investment Entries</b>		<b>Debit</b>	<b>Credit</b>	<b>Source Document</b>
<i>To Record Investment Activity</i>				
Cash			13,428,550.75	Security Transactions & Interest
Investments	13,447,942.28			Amortization/Accretion
Investment Income			19,391.53	Earnings
To record investment income/changes				
Cash	33,021.80			Security Transactions & Interest
Accrued Interest			20,104.32	Accrued Interest Difference
Investment Income			12,917.48	Earnings
To record interest income/changes				

## Notes:

1. Earnings are calculated using Market Value. This includes unrealized gains and losses, and income.

Summary Portfolio General Ledger Entries<sup>1</sup>

<b>Earnings Calculation</b>		<b>Market Value Basis</b>	<b>Source Document</b>
<b>2/28/2014</b>			
February Market Value		44,663,125.89	1 Account Summary Page
February Accrued Interest		39,811.31	2 Account Summary Page
Less (Purchases & Deposits)		(4,065,589.57)	3 Security Transactions & Interest
Less Purchased Interest			4 Security Transactions & Interest
Add (Sales, Maturities, Paydowns, Withdrawals)		11,230,061.23	5 Security Transactions & Interest
Add Interest Receipts		523.89	6 Security Transactions & Interest
Less January Market Value		(51,816,663.79)	7 Account Summary Page
Less January Accrued Interest		(29,310.58)	8 Account Summary Page
<b>Earnings</b>		<b>21,958.38</b>	
<b>Change in Investment Market Value</b>		<b>-7,153,537.90</b>	(1 - 7)
<b>Change in Accrued Interest</b>		<b>10,500.73</b>	(2 - 8)
<b>Change in Cash</b>		<b>7,164,995.55</b>	(sum 3 thru 6)
<b>Investment Entries</b>			
<i>To Record Investment Activity</i>			
	<b>Debit</b>	<b>Credit</b>	<b>Source Document</b>
Cash	7,164,471.66		Security Transactions & Interest
Investments		7,153,537.90	Amortization/Accretion
Investment Income		10,933.76	Earnings
To record investment income/changes			
Cash	523.89		Security Transactions & Interest
Accrued Interest	10,500.73		Accrued Interest Difference
Investment Income		11,024.62	Earnings
To record interest income/changes			

## Notes:

1. Earnings are calculated using Market Value. This includes unrealized gains and losses, and income.

Summary Portfolio General Ledger Entries<sup>1</sup>

<b>Earnings Calculation</b>		<b>Market Value Basis</b>	<b>Source Document</b>
<b>3/31/2014</b>			
March Market Value		42,832,081.80	1 Account Summary Page
March Accrued Interest		39,352.14	2 Account Summary Page
Less (Purchases & Deposits)		(5,099,086.17)	3 Security Transactions & Interest
Less Purchased Interest		(10,961.07)	4 Security Transactions & Interest
Add (Sales, Maturities, Paydowns, Withdrawals)		6,900,000.00	5 Security Transactions & Interest
Add Interest Receipts		23,602.31	6 Security Transactions & Interest
Less February Market Value		(44,663,649.78)	7 Account Summary Page
Less February Accrued Interest		(39,811.31)	8 Account Summary Page
<b>Earnings</b>		<b>(18,472.08)</b>	
<b>Change in Investment Market Value</b>		<b>(1,831,567.98)</b>	(1 - 7)
<b>Change in Accrued Interest</b>		<b>(459.17)</b>	(2 - 8)
<b>Change in Cash</b>		<b>1,813,555.07</b>	(sum 3 thru 6)
<b>Investment Entries</b>			
<i>To Record Investment Activity</i>			
	<b>Debit</b>	<b>Credit</b>	<b>Source Document</b>
Cash	1,800,913.83		Security Transactions & Interest
Investments		1,831,567.98	Amortization/Accretion
Investment Income	30,654.15		Earnings
To record investment income/changes			
Cash	12,641.24		Security Transactions & Interest
Accrued Interest		459.17	Accrued Interest Difference
Investment Income		12,182.07	Earnings
To record interest income/changes			

## Notes:

1. Earnings are calculated using Market Value. This includes unrealized gains and losses, and income.

## City of Rowlett, Texas

## Investment Report - Quarter Ended March 31, 2014

## Pooled Funds Portfolio Statistics

<u>Account Name</u>	<b>Amortized Cost<sup>1,2,3</sup> March 31, 2014</b>	Amortized Cost <sup>1,2,3</sup> <u>December 31, 2013</u>	<b>Market Value<sup>1,2,3</sup> March 31, 2014</b>	Market Value <sup>1,2,3</sup> <u>December 31, 2013</u>	<b>Duration (Years) March 31, 2014</b>
Pooled Funds	<b>\$6,990,466.38</b>	\$7,195,493.33	<b>\$6,991,857.60</b>	\$7,196,481.60	<b>0.470</b>

<u>Account Name</u>	<b>Yield to Maturity on Cost<sup>4</sup> March 31, 2014</b>	Yield to Maturity on Cost <sup>4</sup> <u>December 31, 2013</u>	<b>Yield to Maturity at Market March 31, 2014</b>	Yield to Maturity at Market <u>December 31, 2013</u>	Duration (Years) <u>December 31, 2013</u>
Pooled Funds	<b>0.30%</b>	0.26%	<b>0.24%</b>	0.14%	0.210

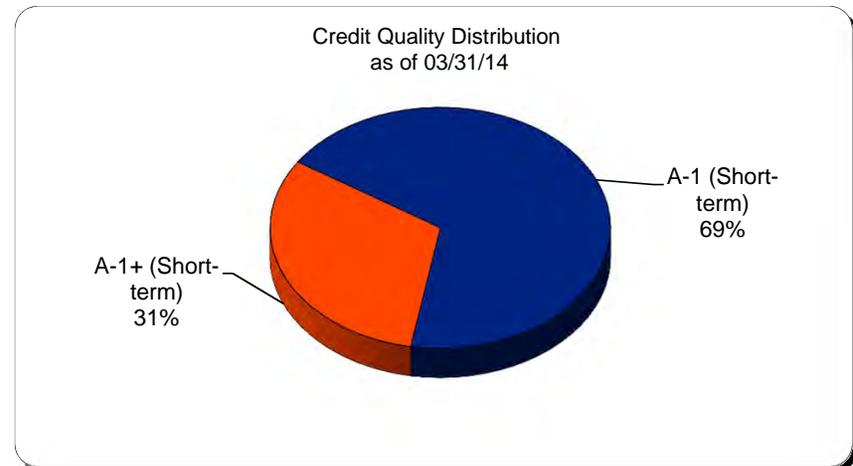
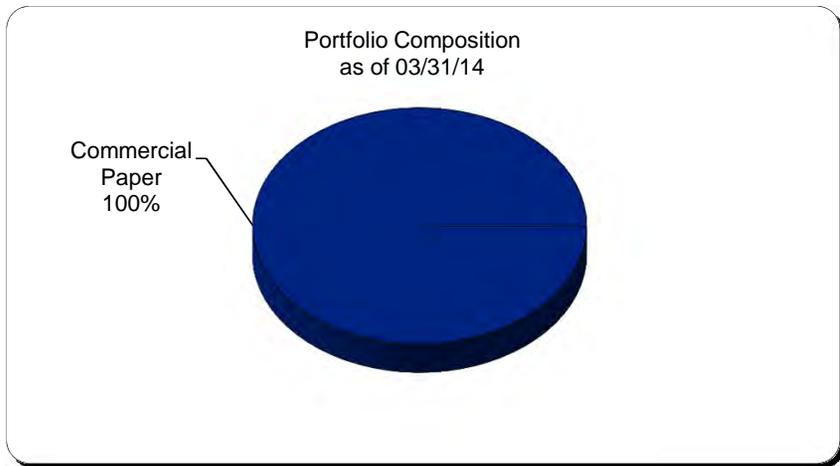
<u>Benchmarks<sup>5</sup></u>	<b>March 31, 2014</b>	<u>December 31, 2013</u>
TexPool <sup>6</sup>	<b>0.03%</b>	0.04%

## Notes:

1. On a trade-date basis, including accrued interest.
2. In order to comply with GASB accrual accounting reporting requirements; forward settling trades are included in the monthly balances.
3. Excludes any money market fund/cash balances held in custodian account.
4. Past performance is not indicative of future results.
5. Yields presented on an annualized basis as of March 31, 2014.
6. TexPool yield is obtained from www.texpool.com.

Pooled Funds Portfolio Composition and Credit Quality Characteristics

<u>Security Type<sup>1</sup></u>	<u>March 31, 2014</u>	<u>% of Portfolio</u>	<u>December 31, 2013</u>	<u>% of Portfolio</u>
U.S. Treasuries	\$0.00	0.00%	\$0.00	0.00%
Federal Agencies	0.00	0.00%	0.00	0.00%
Commercial Paper	6,991,857.60	100.00%	7,196,481.60	100.00%
Commercial Paper - TLGP	0.00	0.00%	0.00	0.00%
Certificates of Deposit	0.00	0.00%	0.00	0.00%
Bankers Acceptances	0.00	0.00%	0.00	0.00%
Repurchase Agreements	0.00	0.00%	0.00	0.00%
Municipal Obligations	0.00	0.00%	0.00	0.00%
Corporate Notes/Bonds	0.00	0.00%	0.00	0.00%
Mortgage Backed	0.00	0.00%	0.00	0.00%
Money Market Fund/Cash	0.00	0.00%	0.00	0.00%
<b>Totals</b>	<b>\$6,991,857.60</b>	<b>100.00%</b>	<b>\$7,196,481.60</b>	<b>100.00%</b>

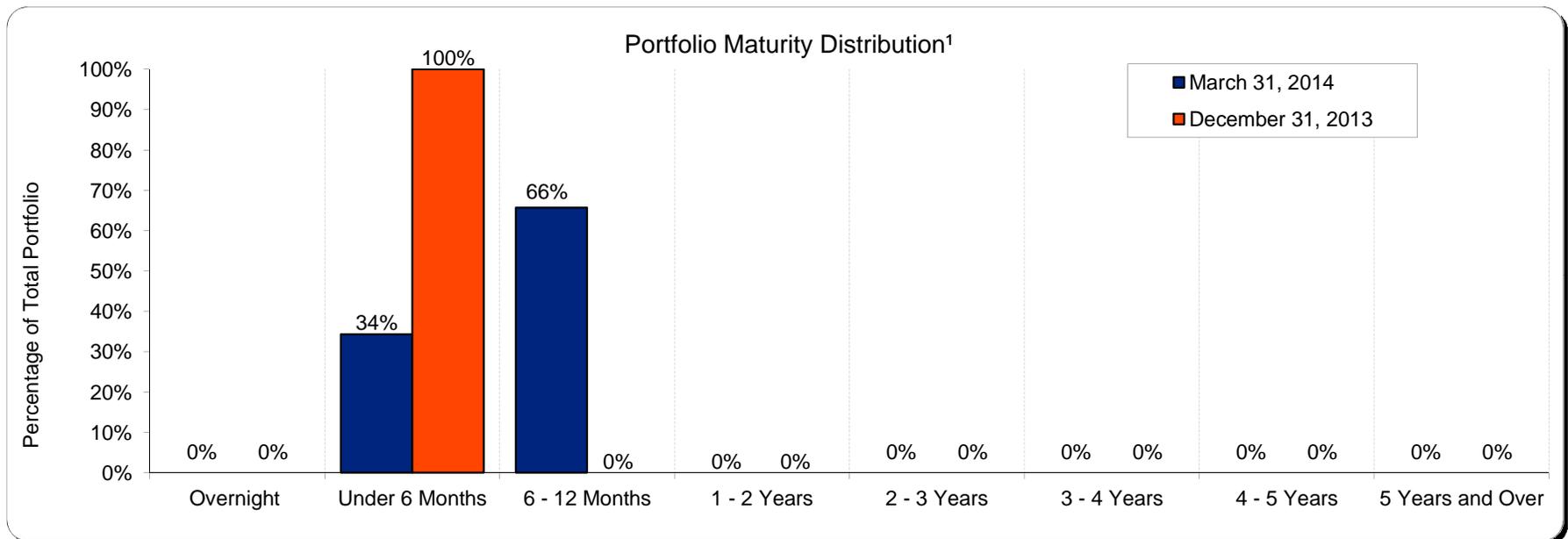


Notes:

1. End of quarter trade-date market values of portfolio holdings, including accrued interest.
2. Credit rating of securities held in portfolio, exclusive of money market fund/LGIP. Standard & Poor's is the source of the credit ratings.

Pooled Funds Portfolio Maturity Distribution

<u>Maturity Distribution<sup>1</sup></u>	<u>March 31, 2014</u>	<u>December 31, 2013</u>
Overnight (Money Market Fund)	\$0.00	\$0.00
Under 6 Months	2,399,143.20	7,196,481.60
6 - 12 Months	4,592,714.40	0.00
1 - 2 Years	0.00	0.00
2 - 3 Years	0.00	0.00
3 - 4 Years	0.00	0.00
4 - 5 Years	0.00	0.00
5 Years and Over	0.00	0.00
<b>Totals</b>	<b>\$6,991,857.60</b>	<b>\$7,196,481.60</b>



Notes:

1. Callable securities in portfolio are included in the maturity distribution analysis to their stated maturity date, although they may be called prior to maturity.

Long Term Pooled Fund Portfolio Performance

Total Portfolio Value <sup>1</sup>	March 31, 2014	December 31, 2013
Market Value	\$18,663,373.53	\$18,672,814.10
Amortized Cost	\$18,651,809.24	\$18,663,107.10

Total Return <sup>2,3,4,5</sup>	Quarterly Return March 31, 2014	Last 12 Months	Last 2 Years	Last 5 Years	Last 7 Years	Since Inception June 30, 2006
Long Term Pooled Fund	0.15%	0.40%	0.47%	1.15%	2.49%	2.81%
Merrill Lynch 1-3 Year U.S. Treasury Note Index	0.14%	0.38%	0.51%	1.10%	2.55%	2.86%

Effective Duration(Years) <sup>4,5</sup>	March 31, 2014	December 31, 2013	Yields	March 31, 2014	December 31, 2013
Long Term Pooled Fund	1.88	1.67	Yield at Market	0.48%	0.35%
Merrill Lynch 1-3 Year U.S. Treasury Note Index	1.84	1.83	Yield at Cost	0.44%	0.57%
Portfolio Duration % of Benchmark Duration	102%	91%			

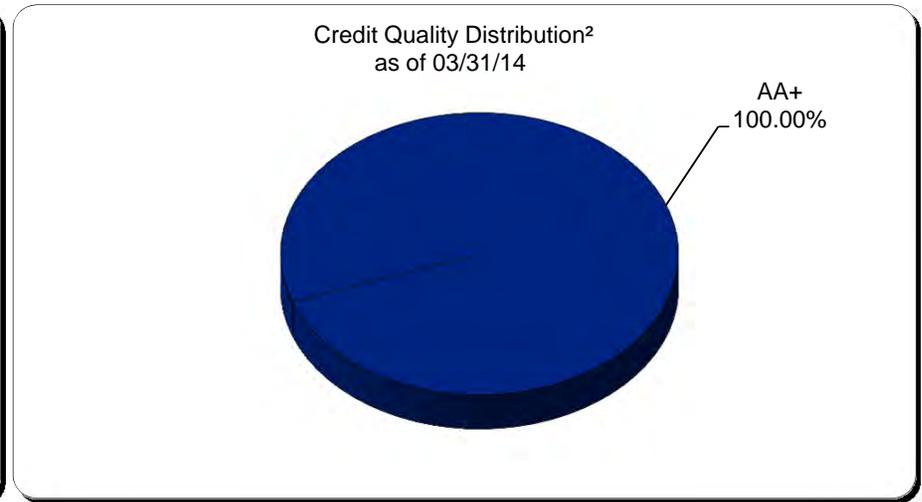
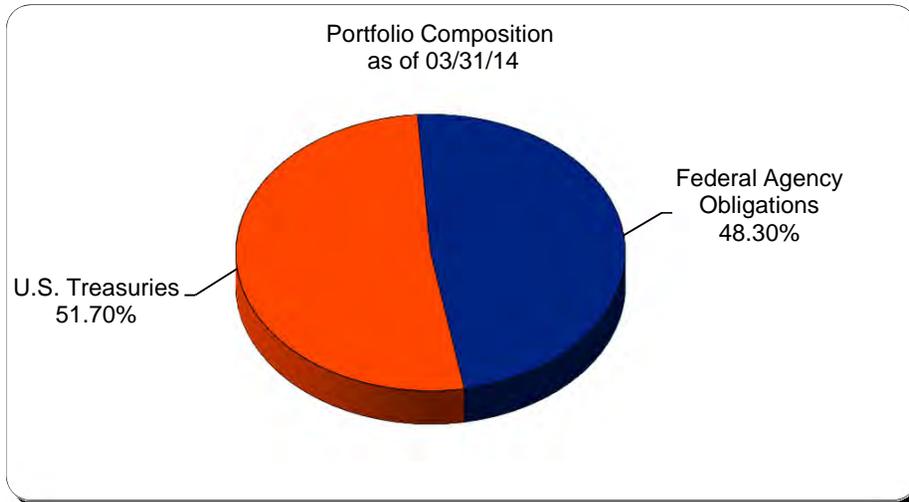


Notes:

1. In order to comply with GASB accrual accounting reporting requirements; forward settling trades are included in the monthly balances. End of quarter trade-date market values of portfolio holdings, including accrued interest.
2. Performance on trade date basis, gross (i.e., before fees), is in accordance with The CFA Institute's Global Investment Performance Standards (GIPS). Quarterly returns are presented on an unannualized basis. Returns presented for 12 months or longer are presented on an annual basis. Past performance is not indicative of future results.
3. Since Inception the benchmark has been the Merrill Lynch 1-3 Year U.S. Treasury Note.
4. Merrill Lynch Indices provided by Bloomberg Financial Markets.
5. Excludes money market fund/cash in performance and duration computations.

Long Term Pooled Fund Portfolio Composition and Credit Quality Characteristics

<u>Security Type<sup>1</sup></u>	<u>March 31, 2014</u>	<u>% of Portfolio</u>	<u>December 31, 2013</u>	<u>% of Portfolio</u>
U.S. Treasuries	\$9,649,756.64	51.7%	\$8,148,984.04	43.6%
Federal Agencies	9,013,616.89	48.3%	10,523,830.06	56.4%
Commercial Paper	0.00	0.0%	0.00	0.0%
Certificates of Deposit	0.00	0.0%	0.00	0.0%
Bankers Acceptances	0.00	0.0%	0.00	0.0%
Repurchase Agreements	0.00	0.0%	0.00	0.0%
Municipal Obligations	0.00	0.0%	0.00	0.0%
Corporate Notes/Bonds	0.00	0.0%	0.00	0.0%
Mortgage Backed	0.00	0.0%	0.00	0.0%
Money Market Fund/Cash	0.00	0.0%	0.00	0.0%
<b>Totals</b>	<b>\$18,663,373.53</b>	<b>100.0%</b>	<b>\$18,672,814.10</b>	<b>100.0%</b>

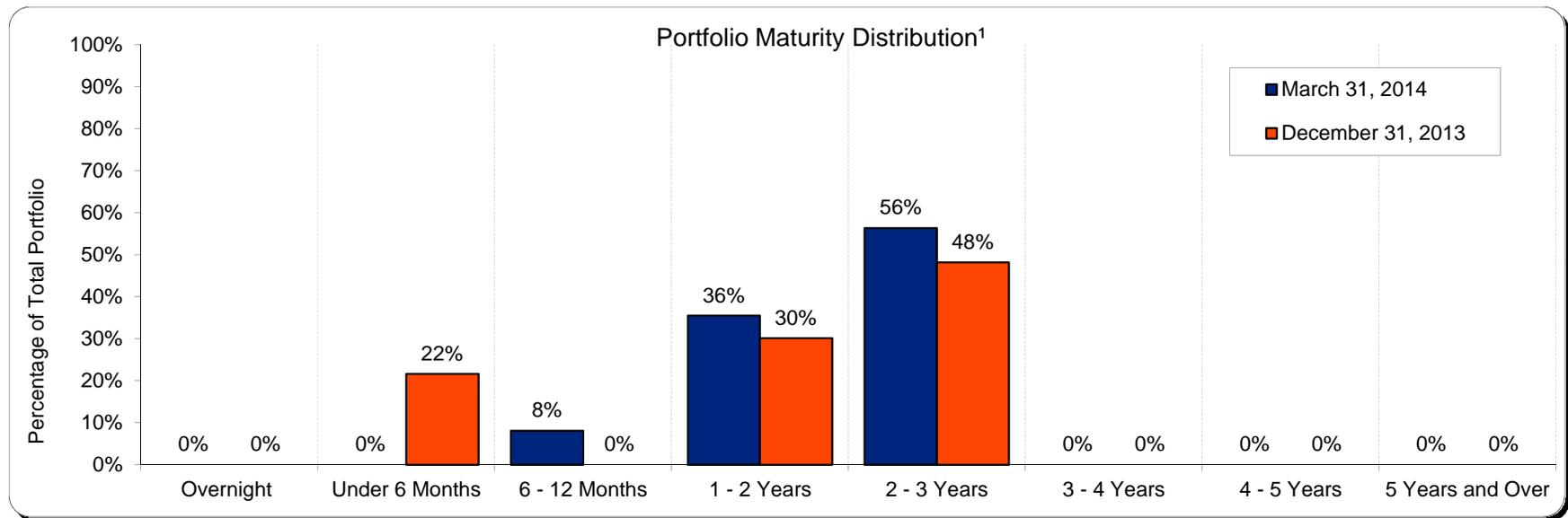


Notes:

1. End of quarter trade-date market values of portfolio holdings, including accrued interest.
2. Credit rating of securities held in portfolio, exclusive of money market fund/LGIP. Standard & Poor's is the source of the credit ratings.

Long Term Pooled Fund Portfolio Maturity Distribution

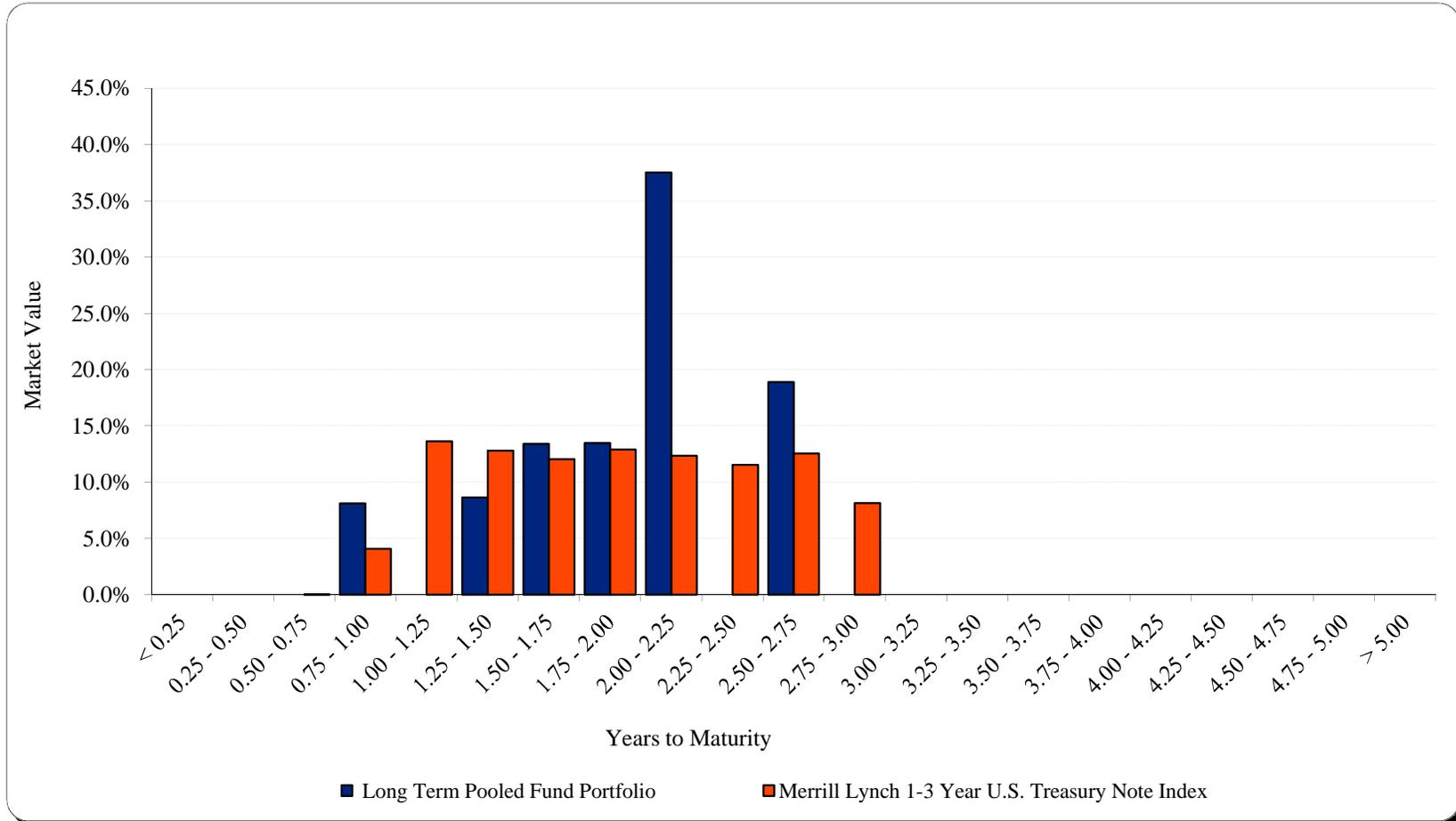
<u>Maturity Distribution<sup>1</sup></u>	<u>March 31, 2014</u>	<u>December 31, 2013</u>
Overnight (Money Market Fund)	\$0.00	\$0.00
Under 6 Months	0.00	4,035,512.37
6 - 12 Months	1,512,444.48	0.00
1 - 2 Years	6,627,756.12	5,633,800.84
2 - 3 Years	10,523,172.93	9,003,500.89
3 - 4 Years	0.00	0.00
4 - 5 Years	0.00	0.00
5 Years and Over	0.00	0.00
<b>Totals</b>	<b>\$18,663,373.53</b>	<b>\$18,672,814.10</b>



Notes:

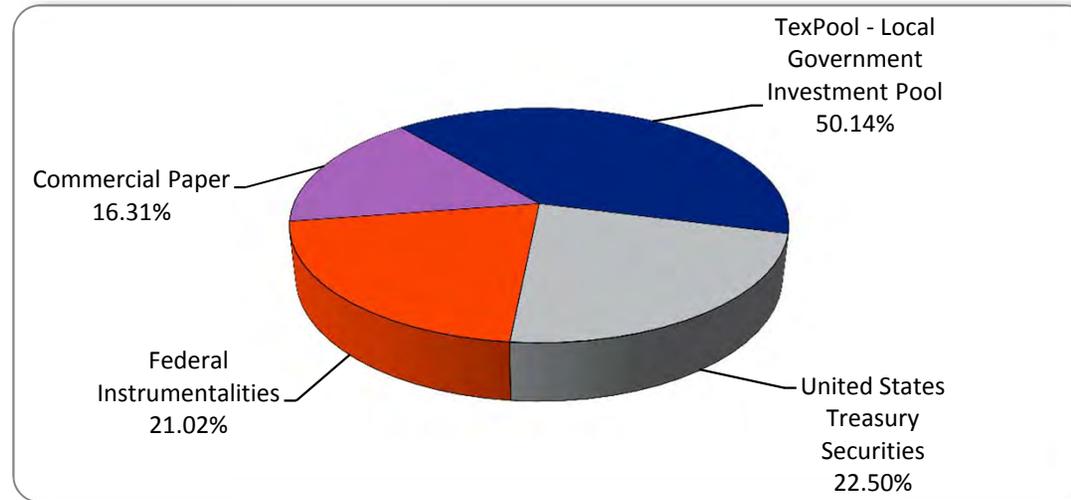
1. Callable securities in portfolio are included in the maturity distribution analysis to their stated maturity date, although they may be called prior to maturity.

Long Term Pooled Fund Portfolio Maturity Distribution versus the Benchmark<sup>1</sup>



Notes:

1. Due to the nature of the security, Mortgage-Backed Securities are represented based on their average life maturity rather than their final maturity.



Security Type <sup>1</sup>	Amortized Cost (Includes Interest)	Allocation Percentage	Notes	Permitted by Policy	In Compliance
TexStar - Local Government Investment Pool	-	0.00%		100%	YES
TexPool - Local Government Investment Pool	17,216,680.12	40.17%		100%	YES
United States Treasury Securities	9,643,916.47	22.50%		100%	YES
United States Government Agency Securities	-	0.00%		100%	YES
Federal Instrumentalities	9,007,892.77	21.02%	2	100%	YES
Mortgage-Backed Securities	-	0.00%	2,3	20%	YES
Certificates of Deposit	-	0.00%		20%	YES
Repurchase Agreements	-	0.00%		20%	YES
Commercial Paper	6,990,466.38	16.31%		25%	YES
Corporate Notes TLGP - FDIC Insured	-	0.00%		50%	YES
Bankers' Acceptances	-	0.00%		25%	YES
State and/or Local Government Debt	-	0.00%		25%	YES
Fixed Income Money Market Mutual Funds	-	0.00%		50%	YES

## Notes:

1. End of month trade-date amortized cost of portfolio holdings, including accrued interest.
2. The combined total of Federal Instrumentalities and Mortgage Backed Securities can not be more than 100%. The combined total as of March 31, 2014 is 21.02%.
3. The Investment Policy does allow for Government and Federal Agency mortgage backed securities (MBS'). Which is limited to GNMA, FHLMC, and FNMA mortgage backed securities. GNMA securities have the full faith and credit of the United States Treasury. As of September 6, 2008, FHLMC and FNMA have been under conservatorship with the United States Treasury. PFM has imposed an internal maximum allocation limit of 20% in MBS'. PFM will notify the City prior to adding MBS' to the portfolio.
4. The balance of the TexPool dropped during the month of February causing the individual commercial paper percentages to exceed 5%. These securities were in compliance at the time of purchase. PFM purchased a Toyota Commercial Paper on March 7, 2014. We confirmed with the City the current balance at TexPool was \$18.8 million. This was enough to purchase the Toyota Commercial Paper in compliance with the Investment Policy. The TexPool balance dropped down to \$17.2 million by the end of March. This pushed the Toyota Commercial Paper over the permitted limit.

## City of Rowlett, Texas

## Asset Allocation as of March 31, 2014\*

Individual Issuer Breakdown	Amortized Cost (Includes Interest)	Allocation Percentage	Notes	Permitted by Policy	In Compliance
Government National Mortgage Association (GNMA)	-	0.00%		40%	YES
Federal Farm Credit Bank (FFCB)	-	0.00%		40%	YES
Federal Home Loan Bank (FHLB)	1,993,379.27	4.65%		40%	YES
Federal National Mortgage Association (FNMA)	3,000,895.19	7.00%		40%	YES
Federal Home Loan Mortgage Corporation (FHLMC)	4,013,618.31	9.36%		40%	YES
JP Morgan Securities Commercial Paper	2,395,356.67	5.59%	4	5%	NO
Toyota Commercial Paper	2,196,556.38	5.13%	4	5%	NO
BNP Paribas Finance Inc. Commercial Paper	2,398,553.33	5.60%	4	5%	NO

## Notes:

1. End of month trade-date amortized cost of portfolio holdings, including accrued interest.
2. The combined total of Federal Instrumentalities and Mortgage Backed Securities can not be more than 100%. The combined total as of March 31, 2014 is 21.02%.
3. The Investment Policy does allow for Government and Federal Agency mortgage backed securities (MBS'). Which is limited to GNMA, FHLMC, and FNMA mortgage backed securities. GNMA securities have the full faith and credit of the United States Treasury. As of September 6, 2008, FHLMC and FNMA have been under conservatorship with the United States Treasury. PFM has imposed an internal maximum allocation limit of 20% in MBS'. PFM will notify the City prior to adding MBS' to the portfolio.
4. The balance of the TexPool dropped during the month of February causing the individual commercial paper percentages to exceed 5%. These securities were in compliance at the time of purchase. PFM purchased a Toyota Commercial Paper on March 7, 2014. We confirmed with the City the current balance at TexPool was \$18.8 million. This was enough to purchase the Toyota Commercial Paper in compliance with the Investment Policy. The TexPool balance dropped down to \$17.2 million by the end of March. This pushed the Toyota Commercial Paper over the permitted limit.

**Investment Officer's Certification**

This report is prepared for City of Rowlett (the "City") in accordance with Chapter 2256 of the Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report which covers the month ended March 31, 2014, is signed by the City's investment officers and includes the disclosures required in the PFIA.

The investment portfolio complied with the PFIA and the City's approved Investment Policy and Strategy throughout the month. All investment transactions made in the City's portfolio during this month were made on behalf of the City and were made in full compliance with the PFIA and the City's approved Investment Policy.

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Brian Funderburk, Assistant City Manager

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Alan Guard, Director of Financial Services

# TAB III

Insert Month End Statement here to complete the report.

In consideration of the safety and security of our client's sensitive information, PFM Asset Management's compliance department does not allow the inclusion of month end statements in any electronic communication including this version of the quarterly performance report.

Statements are available online at **www.pfm.com** login and click on the link to "Monthly Statements" on the left side of the screen.

The most current statements are always available to the client online, however they can only be accessed with the designated username and password.

# TAB IV



City of Rowlett  
Staff Report

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

**AGENDA DATE:** 05/20/14

**AGENDA ITEM:** 5B

**TITLE**

Proclamations recognizing the 2014 Rowlett Arts and Humanities Commission's Young Artist Exhibit winners.

**STAFF REPRESENTATIVE**

Kathy Freiheit, Director of Library Services

**BACKGROUND INFORMATION**

The Young Artist Exhibit is a regional competition sponsored annually by the City's Arts and Humanities Commission. Its purpose is to recognize talented young artists, as well as their art teachers. The exhibit is open to all students, from kindergarten through high school, including private and homeschooled students in the Lake Ray Hubbard area. All entries were on display at the Rowlett Public Library from April 2 through April 24, 2014.

**DISCUSSION**

The Young Artists Exhibit included two-dimensional and three-dimensional categories in the following divisions: Elementary, Middle and High School. All artwork must have been created in the past 12 months. This year, the Commission received 138 entries from nine schools.

First Place winners in each category receive the following awards:

- Elementary School students receive a \$25 prize
- Middle School students receive a \$50 prize
- High School students receive a \$75 prize

First Place winner in the Elementary division, two-dimensional category:

Caroline Thomas for her entry, "Flowers in Vase". Caroline attends Amy Parks Elementary School.

First Place winner in the Elementary division, three-dimensional category:

Julia Pollard for her entry, "Ripples". Julia attends Amy Parks Elementary School.

First Place winner in the Middle School division, two-dimensional category:

Braden Wolf for his entry, "Marble in Yellow". Braden attends J.W. Williams Middle School.

First Place winner in the Middle School division, three-dimensional category:

Kaily Greeley for her entry, "White Wolf". Kaily attends J.W. Williams Middle School.

First Place winner in the High School division, two-dimensional category:  
Abel Joaquin for his entry, "Half and Half". Abel attends Rowlett High School.

First Place winner in the High School division, three-dimensional category:  
Nicolas Mouldur for his entry, "Vase with Slip Flowers". Nicolas attends Rowlett High School.

#### **FINANCIAL/BUDGET IMPLICATIONS**

Funding will come from a/c #106-6059-480-7830 which has a current balance of \$2,000. The account will have a balance of \$1,700 after payment of \$300 in First Place awards above.

#### **ATTACHMENTS**

Proclamations

**2014 CITY OF ROWLETT YOUNG ARTIST EXHIBIT  
TWO-DIMENSIONAL CATEGORY FIRST PLACE  
ELEMENTARY SCHHOL DIVISION**

**WHEREAS**, the City of Rowlett and the Rowlett Arts and Humanities Commission sponsored a regional young artists exhibit to recognize talented young artists; and

**WHEREAS**, the Young Artist Exhibit provides students in kindergarten through high school an opportunity to display their work and validate their creativity as developing artists; and

**WHEREAS**, art exhibits displaying the works of local students promote the visual arts and encourage students to become more active in their communities through the arts; and

**WHEREAS**, 138 entries were received from nine schools, the 2014 two-dimensional Elementary School division award is presented to Caroline Thomas for her entry, "Flowers in Vase".

**NOW, THEREFORE**, be it resolved that I, Todd W. Gottel, Mayor of the City of Rowlett, Texas, and on behalf of the City Council, do hereby give special recognition to

**Caroline Thomas**

in the City of Rowlett, Texas and encourage all citizens of this community to join me with sincere congratulations to Caroline in attaining this great achievement.

**2014 CITY OF ROWLETT YOUNG ARTIST EXHIBIT  
THREE-DIMENSIONAL CATEGORY FIRST PLACE  
ELEMENTARY DIVISION**

**WHEREAS**, the City of Rowlett and the Rowlett Arts and Humanities Commission sponsored a regional young artists exhibit to recognize talented young artists; and

**WHEREAS**, the Young Artist Exhibit provides students in kindergarten through high school an opportunity to display their work and validate their creativity as developing artists; and

**WHEREAS**, art exhibits displaying the works of local students promote the visual arts and encourage students to become more active in their communities through the arts; and

**WHEREAS**, 138 entries were received from nine schools, the 2014 three-dimensional Elementary School division award is presented to Julia Pollard for her entry, "Ripples".

**NOW, THEREFORE**, be it resolved that I, Todd W. Gottel, Mayor of the City of Rowlett, Texas, and on behalf of the City Council, do hereby give special recognition to

**Julia Pollard**

in the City of Rowlett, Texas and encourage all citizens of this community to join me with sincere congratulations to Julia in attaining this great achievement.

**2014 CITY OF ROWLETT YOUNG ARTIST EXHIBIT  
TWO-DIMENSIONAL CATEGORY FIRST PLACE  
MIDDLE SCHOOL DIVISION**

**WHEREAS**, the City of Rowlett and the Rowlett Arts and Humanities Commission sponsored a regional young artists exhibit to recognize talented young artists; and

**WHEREAS**, the Young Artist Exhibit provides students in kindergarten through high school an opportunity to display their work and validate their creativity as developing artists; and

**WHEREAS**, art exhibits displaying the works of local students promote the visual arts and encourage students to become more active in their communities through the arts; and

**WHEREAS**, 138 entries were received from nine schools, the 2014 two-dimensional Middle School division award is presented to Braden Wolf for his entry, "Marble in Yellow".

**NOW, THEREFORE**, be it resolved that I, Todd W. Gottel, Mayor of the City of Rowlett, Texas, and on behalf of the City Council, do hereby give special recognition to

**Braden Wolf**

in the City of Rowlett, Texas and encourage all citizens of this community to join me with sincere congratulations to Braden in attaining this great achievement.

**2014 CITY OF ROWLETT YOUNG ARTIST EXHIBIT  
THREE-DIMENSIONAL CATEGORY FIRST PLACE  
MIDDLE SCHOOL DIVISION**

**WHEREAS**, the City of Rowlett and the Rowlett Arts and Humanities Commission sponsored a regional young artists exhibit to recognize talented young artists; and

**WHEREAS**, the Young Artist Exhibit provides students in kindergarten through high school an opportunity to display their work and validate their creativity as developing artists; and

**WHEREAS**, art exhibits displaying the works of local students promote the visual arts and encourage students to become more active in their communities through the arts; and

**WHEREAS**, 138 entries were received from nine schools, the 2014 three-dimensional Middle School division award is presented to Kaily Greeley for her entry, "White Wolf".

**NOW, THEREFORE**, be it resolved that I, Todd W. Gottel, Mayor of the City of Rowlett, Texas, and on behalf of the City Council, do hereby give special recognition to

**Kaily Greeley**

in the City of Rowlett, Texas and encourage all citizens of this community to join me with sincere congratulations to Kaily in attaining this great achievement.

**2014 CITY OF ROWLETT YOUNG ARTIST EXHIBIT  
TWO-DIMENSIONAL CATEGORY FIRST PLACE  
HIGH SCHOOL DIVISION**

**WHEREAS**, the City of Rowlett and the Rowlett Arts and Humanities Commission sponsored a regional young artists exhibit to recognize talented young artists; and

**WHEREAS**, the Young Artist Exhibit provides students in kindergarten through high school an opportunity to display their work and validate their creativity as developing artists; and

**WHEREAS**, art exhibits displaying the works of local students promote the visual arts and encourage students to become more active in their communities through the arts; and

**WHEREAS**, 138 entries were received from nine schools, the 2014 two-dimensional High School division award is presented to Abel Joaquin for his entry, "Half and Half".

**NOW, THEREFORE**, be it resolved that I, Todd W. Gottel, Mayor of the City of Rowlett, Texas, and on behalf of the City Council, do hereby give special recognition to

**Abel Joaquin**

in the City of Rowlett, Texas and encourage all citizens of this community to join me with sincere congratulations to Abel in attaining this great achievement.

**2014 CITY OF ROWLETT YOUNG ARTIST EXHIBIT  
THREE-DIMENSIONAL CATEGORY FIRST PLACE  
HIGH SCHOOL DIVISION**

**WHEREAS**, the City of Rowlett and the Rowlett Arts and Humanities Commission sponsored a regional young artists exhibit to recognize talented young artists; and

**WHEREAS**, the Young Artist Exhibit provides students in kindergarten through high school an opportunity to display their work and validate their creativity as developing artists; and

**WHEREAS**, art exhibits displaying the works of local students promote the visual arts and encourage students to become more active in their communities through the arts; and

**WHEREAS**, 138 entries were received from nine schools, the 2014 three-dimensional High School division award is presented to Nicolas Mouldur for his entry "Vase with Slip Flowers".

**NOW, THEREFORE**, be it resolved that I, Todd W. Gottel, Mayor of the City of Rowlett, Texas, and on behalf of the City Council, do hereby give special recognition to

**Nicolas Mouldur**

in the City of Rowlett, Texas and encourage all citizens of this community to join me with sincere congratulations to Nicolas in attaining this great achievement.



# City of Rowlett

## Staff Report

4000 Main Street  
P.O. Box 99  
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www.rowlett.com

**AGENDA DATE:** 05/20/14

**AGENDA ITEM:** 5C

### **TITLE**

Proclamation recognizing the week of May 18 – 24, 2014 as National Public Works Week.

### **STAFF REPRESENTATIVE**

Tim Rogers, Director of Public Works  
Robbin Webber, Assistant Director of Public Works

### **SUMMARY**

The purpose of this item is to proclaim National Public Works Week as May 18-24, 2014.

### **BACKGROUND INFORMATION**

Since 1960, the American Public Works Association (APWA) has sponsored National Public Works Week. It is a celebration of the tens of thousands of men and women in North America who provide and maintain the infrastructure and services collectively known as public works. Across the Nation, the more than 28,000 members use this week to energize and educate the public on the importance of the contribution of public works to their daily lives: planning, building, managing and operating the heart of our local communities and building the quality of life.

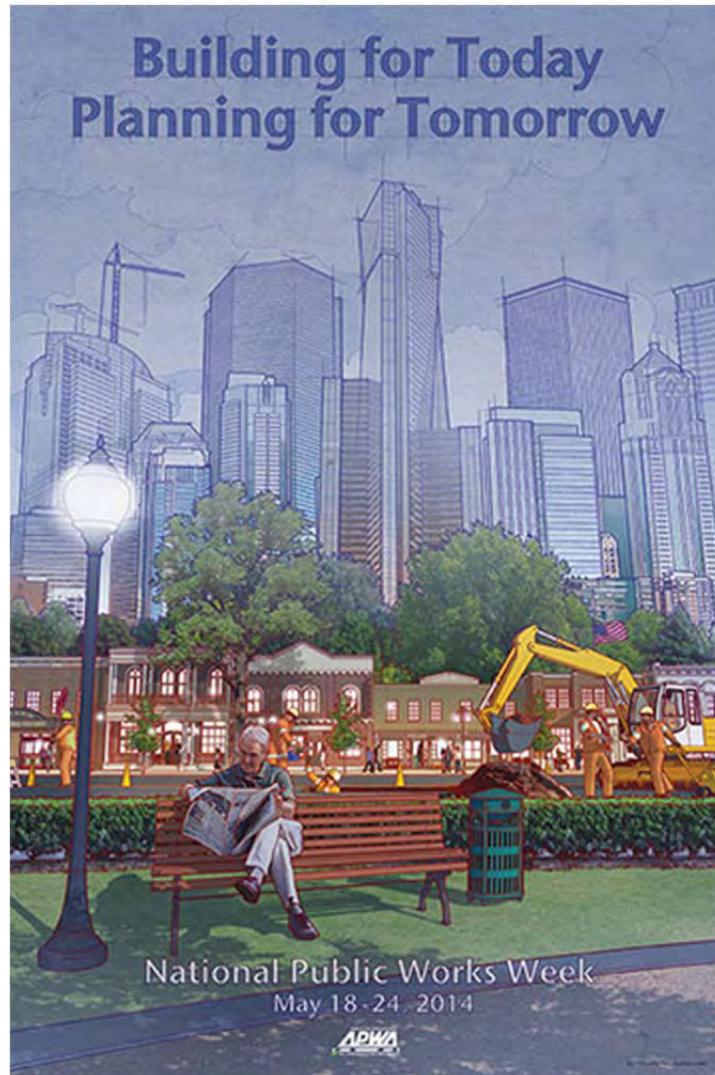
### **DISCUSSION**

Instituted as a public education campaign by THE American Public Works Association in 1960, National Public Works Week calls attention to the importance of public works in community life. The week seeks to enhance the prestige of the often-unsung heroes of our society – the professionals who serve the public good every day with quiet dedication.

The American Public Works Association encourages public works agencies and professionals to take the opportunity to make their stories known in their communities. The occasion is marked each year with scores of resolutions and proclamations from mayors and governors, as well. Some special highlights of National Public Works Week include a United States Senate resolution affirming the first National Public Works Week in 1960, letters of acknowledgement from Presidents Dwight Eisenhower and Lyndon Johnson, and a Presidential Proclamation signed by John f. Kennedy in 1962.

This year, APWA has selected “Building for Today, Planning for Tomorrow” as its theme for 2014’s National Public Works Week, which will be celebrated May 18-24. The theme recognizes that what we do today is vital to a sustainable and vibrant tomorrow. Public works plays a key role in the planning, building and maintenance of infrastructure projects in their communities that will allow future generations to enjoy a higher quality of life.

Each year, a poster/painting is produced by the American Public Works Association representing the theme. This year's poster reflects this theme by showing the established quality of life today and the plans for a vibrant, sustainable future as the community reaches upward.



**ATTACHMENT**  
Proclamation

## **NATIONAL PUBLIC WORKS WEEK**

**WHEREAS**, each year the American Public Works Association designates the third week in May as National Public Works Week; and

**WHEREAS**, public works services provided in our community are an integral part of our citizens everyday lives; and

**WHEREAS**, the American Public Works Association has selected “Building for Today, Planning for Tomorrow” as its theme for 2014’s National Public Works Week. The theme recognizes that what we do today is vital to a sustainable and vibrant tomorrow.

**WHEREAS**, we play a key role in the planning, building and maintenance of infrastructure projects in their communities that will allow future generations to enjoy a higher quality of life.

**NOW THEREFORE**, I, Todd W. Gottel, Mayor of the City of Rowlett, and on behalf of the City Council, do hereby proclaim the week of May 18 – 24, 2014, as

## **NATIONAL PUBLIC WORKS WEEK**

in the City of Rowlett, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort and quality of life in Rowlett.



**City of Rowlett**  
**Staff Report**

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**AGENDA DATE:** 05/20/14

**AGENDA ITEM:** 5D

**TITLE**

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

**STAFF REPRESENTATIVE**

Brian Funderburk, City Manager



**City of Rowlett**  
**Staff Report**

4000 Main Street  
P.O. Box 99  
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**AGENDA DATE:** 05/20/14

**AGENDA ITEM:** 7A

**TITLE**

Consider action to approve minutes from the March 27, 2014, City Council Joint Meeting, and the May 6, 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 the March 27, 2014, City Council Joint Meeting, and the May 6, 2014, City Council Meeting.

**ATTACHMENTS**

03-27-14 City Council Joint Meeting minutes

05-06-14 City Council Meeting minutes



# City of Rowlett

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

## Meeting Minutes

### City Council

### Planning and Zoning Commission

*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 972-412-6109 or write 4000, Main Street, Rowlett, Texas, 75088, at least 48 hours in advance of the meeting.*

Thursday, March 27, 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.

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

**Commission Present:** Chairman Sheffield, Commissioner Landry, Commissioner Crawley, Commissioner Lucas, Commissioner Tune, Commissioner Farrow, and Alternate Moseley

**1. CALL TO ORDER**

**1A. City Council**

Mayor Gottel called the meeting to order at 6:02 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, §551.087 (Economic Development) and §551.071 (Consultation with Attorney) to receive legal advice from the City Attorney and to discuss the North Shore Master Plan in relation to a proposed rezoning request generally located at 7400 and 7600 Liberty Grove Road. (30 minutes)

Council immediately convened in Executive Session. Out at 6:30 p.m.

**3. WORK SESSION (6:30 P.M.)\***

**3A. CALL TO ORDER - Planning and Zoning Commission**

After a short break, Council reconvened at 6:38 p.m.

Chairman Sheffield called the meeting to order at 6:38 p.m.

City Manager Brian Funderburk took this opportunity to introduce Marc Kurbansade, the new Director of Development Services.

**3B. Staff and the consultant team led by Jacobs will provide the City Council and the Planning and Zoning Commission with an update regarding the Realize Rowlett 2020 – North Shore Master Plan Process. (120 minutes)**

Erin Jones, Director of Development Services, explained this was the third and final joint meeting regarding the North Shore Master Plan.

Reno Marsh, member of the North Shore Advisory Committee, stated the committee recommended approval of this plan.

Arti Harcheker, Urban Design Consultant, and Mark Bowers, with Jacobs reviewed the vision framework and summarized the Form Based Code (FBC) amendments – Commercial Center, Urban Neighborhood, Rural Neighborhood and two new building types – flex employment and rural estate. She also reviewed the establishment of new street types and restructuring of the FBC to allow standards to relate to building types as well as districts. Discussion included open space and major/minor warrant process for trade-off between open space and building heights as well as tree mitigation standards.

They further explained the plans for the North and South areas including the Comprehensive Plan, the Illustrative Master Plan, the Regulating Plan, allowed building types, street types, open spaces and transitions between zoning types.

A short break was taken at 8:18 and the meeting reconvened at 8:26 p.m.

Discussion continued regarding the north and south areas. Staff explained the next steps are a public hearing for the Planning and Zoning Commission on April 8<sup>th</sup> with another public hearing for the City Council on April 15<sup>th</sup>.

Councilmembers and Commissioners thanked staff, the advisory committee and the consultants for their hard work and diligence throughout this process. They were also thankful for the public involvement throughout the process, especially the inclusion of the area property owners.

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

No action taken.

**4. ADJOURNMENT**

Mayor Gottel adjourned the meeting at 8:43 p.m.

Chairman Sheffield adjourned the meeting at 8:43 p.m.



# City of Rowlett

## Meeting Minutes

### City Council

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

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Tuesday, May 6, 2014

6:15 P.M.

Municipal Building – 4000 Main Street

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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, Deputy Mayor Pro Tem Gallops, Councilmember Bobbitt, Councilmember Dana-Bashian, Councilmember Phillips and Councilmember Pankratz**

**Absent: Mayor Pro Tem Kilgore**

**1. CALL TO ORDER**

Mayor Gottel called the meeting to order at 6:15 p.m.

**2. EXECUTIVE SESSION (6:15 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. (15 minutes)

Council convened in Executive Session at 6:15 p.m. Out at 6:37 p.m.

**3. WORK SESSION (6:30 P.M.)\* Times listed are approximate**

- 3A.** Discuss the purchase of two 2015 Dodge Ram 4500 Diesel Ambulances from Horton Emergency Vehicles. (20 minutes)

Fire Chief Neil Howard and EMS Director Chris Weinzapfel provided background information on the process, including research, new industry standards, outlined the options for each unit and the lengthy options for configurability. They further explained that the ability to configure the

design according to the department's specifications will aid in patient care and staff and patient safety.

- 3B.** Discuss and provide consensus regarding an ordinance amending the fee schedule related to Ambulance Service Charges in the City of Rowlett. (30 minutes)

Fire Chief Neil Howard provided answers to questions presented by Council at the February 4<sup>th</sup> meeting when EMS rate changes were first proposed. Council discussion followed regarding the process for charging and collecting for the actual costs incurred. It was the consensus of Council to proceed with a rate increase which would bill for actual costs. This will be presented for Council's consideration at a later date.

**4. DISCUSS CONSENT AGENDA ITEMS**

Council took a short break at 7:16 p.m.

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

Reconvened at 7:30 p.m.

**INVOCATION** – Dretha Burris, First Rowlett United Methodist Church

**PLEDGE OF ALLEGIANCE**

**TEXAS PLEDGE OF ALLEGIANCE** – Led by the City Council

**5. PRESENTATIONS AND PROCLAMATIONS**

- 5A.** Proclamation recognizing the week of May 11-17, 2014, as National Police Week.

Deputy Mayor Pro Tem Gallops presented the proclamation to Chief Brodnax and police staff.

- 5B.** Proclamation recognizing the week of May 4-10, 2014, as Rowlett Detention Officers Week.

Deputy Mayor Pro Tem Gallops presented the proclamation to Chief Brodnax and jail staff.

- 5C.** Proclamation recognizing the month of May, 2014 as National Motorcycle Awareness Month.

Councilmember Pankratz presented the proclamation to members of the Wolverines and Christians Motorcycle Clubs.

- 5D.** Proclamation recognizing the month of May, 2014 as National Water Safety Month.

Councilmember Dana-Bashian presented the proclamation to Jermel Stevenson – Director of Parks and Recreation, Angie Smith – Recreation Manager, and Brian Norton – Aquatics Manager.

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

Alan Guard – Chief Financial Officer, presented the financial report for month ending March 31, 2014.

Mayor Gottel announced the following: Upcoming City Council meetings will be held Tuesday, May 20<sup>th</sup>; Regular Meeting - City Hall Conference Room; Tuesday, May 13<sup>th</sup>; Work Session has been cancelled. Upcoming Planning & Zoning Commissions meetings will be Tuesday, May 13<sup>th</sup> and 20<sup>th</sup>; 6pm in City Hall Conference Room. Early voting ends today. Vote this Saturday and remember, a photo ID is now required to vote in Texas. ROWLETT. MY COMMUNITY. MY MONEY. MY CHOICE. CAMPAIGN – give us your .2¢. Online survey still available until mid-May. Seeking citizen input about future City services. No longer sustainable at the current tax rate. Opportunity to have an honest conversation about what our future looks like. For more information or to take the survey – go to Rowlett’s home page and click on the article in the News section. STAGE 3 WATER RESTRICTIONS – residents can water Once Every TWO Weeks. A Low-cost vaccine clinic will be held at the Animal Shelter on Saturday, May 10<sup>th</sup> and 24<sup>th</sup> from 2-4pm at 4402 Industrial Street. Normal Business hours are Monday-Friday, 10am – 5pm and Saturday, 10:30am – 5pm. Upcoming events for Parks and Recreation: Memorial Day Celebration featuring Touch A Truck– Saturday, May 24<sup>th</sup>- 10:00am - 1:00pm. Fireworks on Main – Friday, July 4<sup>th</sup>, starts at 6pm. Wet Zone opens Saturday, May 17<sup>th</sup>! Upcoming events at the Rowlett Public Library: Summer Reading Program starts June 9<sup>th</sup>! Kick-off Party on Monday, June 9<sup>th</sup> from 10am – noon at Library, runs June 9<sup>th</sup> – August 1<sup>st</sup>. Rowlett Fire Rescue – National Emergency Services Week, May 18 – 24. Tell a Firefighter/Paramedic “thank you” this week! Safe Sitter Class, Saturday, May 31<sup>st</sup>. Rowlett Community Centre; Ages 11-16; \$60. Register at 972/412-6230. Rowlett Police Department – National Police Week, May 11 – 17. Stop a cop and say “thank you” for their service! 10<sup>th</sup> Annual Police Bicycle Rodeo, Saturday, May 24<sup>th</sup>, 10am – 1pm, on Main Street. Rowlett Police Youth and Teen Summer Camp Academies: Week-long camps to create better understanding and communication between young citizens and the police department, providing positive interaction with police officers while educating our community’s youth. Academies are available to students who live or attend school in Rowlett. The academies are free, include lunch every day, AND a free trip to the Wet Zone on the last day of each session. Camp Academy dates are listed on the website at [www.rowlett.com](http://www.rowlett.com). Contact Officer Brandon Herring at [bherring@rowlett.com](mailto:bherring@rowlett.com) for an application or for more information. National Public Works Week, May 18 – 24. Say “thanks” to one of your Public Works workers!

**6. CITIZENS’ INPUT**

There were no speakers.

**7. CONSENT AGENDA**

- 7A.** Consider action to approve minutes from the April 15, 2014, City Council Meeting, and the April 29, 2014, City Council Special Meeting.

**This item was approved on the Consent Agenda.**

- 7B.** Consider approving and adopting an ordinance amending the Water Management Plan (February 21, 2012) as required by the Texas Commission on Environmental Quality (TCEQ) by

May 1, 2014, to the proposed Water Conservation and Water Resource & Emergency Management Plans and authorizing the mayor to execute the necessary documents.

**This item was approved as ORD-017-14 on the Consent Agenda.**

- 7C.** Consider action to approve a resolution accepting the bid of and awarding a contract to J.S. Haren Company in the amount of \$1,530,826 for the total base bid with a 5 percent contingency for \$76,542 and up to \$10,000 for an early completion bonus, resulting in a total project amount of \$1,617,368, for the Eastside Lift Station Upgrades Project and authorizing the Mayor to execute the necessary documents for said services.

**This item was approved as RES-032-14 on the Consent Agenda.**

- 7D.** Consider action to approve a resolution accepting the bid of and awarding a contract to Flow-Line Construction, Incorporated in the amount of \$390,018 for the base bid with a 10 percent contingency for \$39,002 and up to \$5,000 for an early completion bonus, resulting in a total project amount of \$434,020, for the 24-Inch Force Main Replacement and Television Inspection Project and authorizing the Mayor to execute the necessary documents for said services.

**This item was approved as RES-033-14 on the Consent Agenda.**

- 7E.** Consider action to approve a resolution accepting the bid of and awarding a contract to Ferguson Waterworks in the amount of \$66,304 for the purchase of inventory and line replacement parts and materials for the collection and distribution system.

**This item was approved as RES-034-14 on the Consent Agenda.**

#### **Passed The Consent Agenda**

**A motion was made by Deputy Mayor Pro Tem Gallops, seconded by Councilmember Phillips, 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**

- 8A.** Continue a public hearing and take action regarding a request for a rezoning from Commercial Center Form Based District to a Planned Development to allow a single family residential subdivision and two office sites for property located at 7400 and 7600 Liberty Grove Road. (PD13-687)

Marc Kurbansade, Director of Development Services, provided background information on this particular item and the revised project, which was submitted by the developer since the information was originally presented.

Jim Douglas, Douglas Properties, 2309 Avenue K, Plano – the applicant, presented an outline of the revised submission.

Mayor Gottel continued the public hearing.  
James Monday, 100 Goldenrod, Garland; spoke in favor of this item.  
Mayor Gottel closed the public hearing.

Council discussion regarding the lengthy process of Rowlett 2020 and the North Shore Master Plan, which included input from citizens, along with the entire process of the Form Based Codes.

**A motion was made by Councilmember Dana-Bashian to remand the item back to staff. This motion failed for lack of a second.**

**A motion was made by Councilmember Phillips, seconded by Deputy Mayor Pro Tem Gallops, to deny the item. The motion carried with a vote of four in favor (Pankratz, Phillips, Bobbitt, Gallops) and two opposed (Gottel, Dana-Bashian).**

- 8B.** Consider a resolution granting a request for a variance from the distance requirement for a proposed business locating in Waterview Plaza at the intersection of Liberty Grove Road and Princeton Road, wishing to sell alcoholic beverages for off-premise consumption.

Laura Hallmark, City Secretary, presented information regarding the distance requirements as set forth by TABC and the City of Rowlett along with the variance process approved by Council. Jim Grabenhorst, Economic Development Director, provided information regarding the retail development project.

Property owner, Inder Sangha, was present along with the applicant to provide additional information.

**A motion was made by Deputy Mayor Pro Tem Gallops, seconded by Councilmember Phillips, to approve the item as presented. The motion carried with a unanimous vote of those members present. This item was adopted as RES-035-14.**

- 8C.** Hear a presentation from the City's development partner, Integral Development LLC and Catalyst Urban Development LLC on the Downtown project concept for Village of Rowlett on specific City-owned property within the Downtown District.

Chris Coble, with Black Label Real Estate, presented background information on the development and vision for downtown. Paris Rutherford, Principal with Catalyst Development, presented the vision of the "Village of Rowlett". Council discussion regarding the project, total space available and types.

Councilmember Pankratz, in anticipation of his absence at the next Council meeting, read prepared comments in opposition to the project; however, he stated that should the project pass, he will wholeheartedly support the effort.

Mr. Grabenhorst informed Council that the development agreements will be submitted for Council consideration at their May 20<sup>th</sup> meeting.

There was no action taken.

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

**A motion was made by Councilmember Phillips, seconded by Deputy Mayor Pro Tem Gallops, to approve an agreement with the City of Dallas, Texas for the purchase of the Elgin B. Robertson Park property, authorizing the Mayor to enter into the agreement on the City's behalf and providing an effective date. The motion carried with a unanimous vote of those members present. This item was adopted as RES-036-14.**

**9. ADJOURNMENT**

There being no further business, the meeting adjourned at 9:28 p.m.



# City of Rowlett

## Staff Report

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

**AGENDA DATE:** 05/20/14

**AGENDA ITEM:** 7B

### **TITLE**

Consider action to approve a resolution denying the rate increase requested by Atmos Energy Corp., Mid-Tex Division.

### **STAFF REPRESENTATIVE**

Alan Guard, Chief Financial Officer

### **SUMMARY**

The City of Rowlett, along with approximately 164 other cities served by Atmos Energy Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee (ACSC). On or about February 28, 2014, Atmos Mid-Tex filed with the City an application to increase natural gas rates pursuant to the Rate Review Mechanism (RRM) tariff renewed by the City in 2013 as a continuation and refinement of the previous RRM rate review process. This is the second annual RRM filing under the renewed RRM tariff.

The Atmos Mid-Tex RRM filing sought a \$45.7 million rate increase system-wide based on an alleged test-year cost of service revenue deficiency of \$49 million. Of the total amount requested, almost \$37 million is attributable to the affected cities. The City worked with ACSC to analyze the schedules and evidence offered by Atmos Mid-Tex to support its request to increase rates. Although a good faith attempt was made by ACSC to reach a compromise with Atmos Mid-Tex, an agreement was not reached. In the absence of an agreement, the ACSC Executive Committee and ACSC's legal counsel have recommended that ACSC members adopt the attached Resolution denying the rate increase request.

The RRM tariff was adopted by the City as an alternative to the Gas Reliability Infrastructure Program (GRIP), the statutory provision that allows Atmos to bypass the City's rate regulatory authority to increase its rates annually to recover capital investments. In past years, cities have been able to reach a compromise with Atmos to reduce the rate impact from the requested RRM increases, and these compromises have also been lower than the rates that Atmos would have been entitled to under the GRIP filing. In this case, the Company would have been entitled to an increase from GRIP of no more than \$31.5 million. The magnitude of the requested increase under the 2014 RRM filing, and the wide differences between it and the ACSC consultants' recommendations made a compromise much more difficult and ultimately impossible. The Company demanded more than it would be entitled to if it had filed a GRIP case. For this reason, the ACSC Executive Committee and ACSC legal counsel recommend that all ACSC Cities adopt the Resolution denying the requested rate change.

## **BACKGROUND INFORMATION**

The RRM tariff was originally approved by ACSC Cities as part of the settlement agreement to resolve the Atmos Mid-Tex 2007 system-wide rate filing at the Railroad Commission. In early 2013, the City adopted a renewed RRM tariff for an additional five years. This is the second RRM filing under the renewed tariff. This filing was made by agreement less than one year after the first filing in order for the RRM rate-setting process to hereafter use a calendar year as the test period.

The RRM tariff and the process implementing that tariff were created collaboratively by ACSC and Atmos Mid-Tex as an alternative to the legislatively-authorized GRIP surcharge process. ACSC has opposed GRIP because it constitutes piecemeal ratemaking, does not allow any review of the reasonableness of Atmos' expenditures, and does not allow participation by cities or recovery of cities' rate case expenses. In contrast, the RRM process has allowed for a more comprehensive rate review and annual adjustment as a substitute for GRIP filings. ACSC's consultants have calculated that had Atmos filed under the GRIP provisions, it would have received additional revenues from ratepayers of approximately \$31.5 million.

### **Purpose of the Resolution:**

Rates cannot change without the adoption of rate ordinances by cities. No related matter is pending at the Railroad Commission. The purpose of the Resolution is to deny the rate increase requested by Atmos. Under the RRM tariff, Atmos may appeal the rate decision of the cities to the Railroad Commission; such appeal must be filed within thirty (30) days of the City action.

The RRM tariff also allows Atmos to implement its requested rates effective June 1 while any appeal at the Commission is pending, subject to refunds based upon the outcome of the appeal. This would represent a monthly increase of approximately \$2.02 for the average residential customer, subject to any refund if the Commission reduces the rates implemented by Atmos. The actual impact will be slightly less than \$2.02 for most residential customers because the Company has indicated it will not appeal and thus concedes several of the issues raised by Cities. The Resolution also authorizes the City to participate as a party to the appeal in conjunction with the ACSC, and requires the Company to reimburse the City for its rate case expenses associated with the City's review of the RRM filing, and with the appeal of the City's denial of the rate increase.

## **DISCUSSION**

### **Rate Impact of Appeal by Atmos Effective June 1:**

The Rate Review Mechanism, or RRM tariff constrains the annual increase in the residential customer charge to no more than \$0.50. The current \$17.70 customer charge will be increased to \$18.22 per month with the addition of an energy conservation program surcharge of \$0.02. The current \$17.70 customer charge for unincorporated area customers will become \$20.32 per month because all of the increase associated with a GRIP filing, which is applicable to all customers not covered by a RRM tariff, is placed on the customer charge. However, the

commodity charge for unincorporated residential service will be less than one-half of the commodity charge for residents of incorporated areas—\$0.04172 per Ccf vs. \$0.08998 per Ccf. A comparison of rates and rate impact of what Atmos initially proposed in its RRM filing is reflected in the following chart:

Customer Class	Current Bill	New Bill	Difference	New Customer Charge	New Commodity Charge	Base Rate Increase
Residential	48.09	50.11	2.02	\$ 18.22	\$0.08998 Ccf	9.41%
Commercial	254.85	260.91	6.06	\$ 38.85	\$0.07678 Ccf	9.59%
Industrial	4,680.30	4,837.10	156.80	\$675.00	declining block	9.70%
Transportation	2,836.84	2,993.64	156.80	\$675.00	declining block	9.70%

However, Atmos has indicated that it will not appeal all issues raised by Cities and thus the impact should be slightly less than what is reflected in the above chart. A precise impact statement cannot be presented until after the Company’s appeal is filed.

Consultants working on behalf of ACSC Cities have investigated the Company’s requested rate increase. While the evidence does not support the \$45.7 million increase requested by the Company, ACSC’s consultants agree that the Company can justify an increase in revenues of a much lesser amount—namely, an increase of only \$19 million. The Executive Committee authorized a settlement value considerably above the consultants’ recommendation but it was insufficient to meet the Company’s expectation. The Company and ACSC Cities were too far apart in their positions to reach a compromise, and rather than granting a partial increase that the Company will not accept, the option remaining is to deny the rate increase request in its entirety, and participate in the Company’s appeal of this decision at the Railroad Commission.

#### **FINANCIAL/BUDGET IMPLICATIONS**

N/A

#### **RECOMMENDED ACTION**

City staff recommends the City Council approve the resolution denying the rate increase requested by Atmos Energy.

#### **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, DENYING THE RATE INCREASE REQUESTED BY ATMOS ENERGY CORP., MID-TEX DIVISION UNDER THE COMPANY’S 2014 ANNUAL RATE REVIEW MECHANISM FILING IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES PERTAINING TO REVIEW OF THE RRM; AUTHORIZING THE CITY’S PARTICIPATION WITH ATMOS CITIES STEERING COMMITTEE IN ANY APPEAL FILED AT THE RAILROAD COMMISSION OF TEXAS BY THE COMPANY; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES IN ANY SUCH APPEAL TO THE RAILROAD**

**COMMISSION; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE STEERING COMMITTEE'S LEGAL COUNSEL.**

**WHEREAS**, the City of Rowlett, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

**WHEREAS**, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of approximately 164 similarly situated cities served by Atmos Mid-Tex that have joined together to facilitate the review of and response to natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

**WHEREAS**, pursuant to the terms of the agreement settling the Company's 2007 Statement of Intent to increase rates, ACSC Cities and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process controlled in a three-year experiment by ACSC Cities as a substitute to the current Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature; and

**WHEREAS**, the City took action in 2008 to approve a Settlement Agreement with Atmos Mid-Tex resolving the Company's 2007 rate case and authorizing the RRM tariff; and

**WHEREAS**, in 2013, ACSC and the Company negotiated a renewal of the RRM tariff process for an additional five years; and

**WHEREAS**, the City passed an ordinance renewing the RRM tariff process for the City for an additional five years; and

**WHEREAS**, the RRM renewal tariff contemplates reimbursement of ACSC Cities' reasonable expenses associated with RRM applications; and

**WHEREAS**, on or about February 28, 2014, the Company filed with the City its second annual RRM filing under the renewed RRM tariff, requesting to increase natural gas base rates by \$45.7 million; and

**WHEREAS**, ACSC coordinated its review of Atmos Mid-Tex's RRM filing through its Executive Committee, assisted by ACSC attorneys and consultants, to investigate issues identified by ACSC in the Company's RRM filing; and

**WHEREAS**, ACSC attorneys and consultants have concluded that the Company is unable to justify a rate increase of the magnitude requested in the RRM filing; and

**WHEREAS**, ACSC's consultants determined the Company is only entitled to a \$19 million increase, approximately 42% of the Company's request under the 2014 RRM filing; and

**WHEREAS**, the Company would only be entitled to approximately \$31 million if it had a GRIP case; and

**WHEREAS**, the Company's levels of operating and maintenance expense have dramatically risen without sufficient justification; and

**WHEREAS**, the Company has awarded its executives and upper management increasing and unreasonable levels of incentives and bonuses, expenses which should be borne by shareholders who received a 23% total return on investment in 2013; and

**WHEREAS**, the Company requested a drastically high level of medical expense that is unreasonable and speculatively based upon estimates; and

**WHEREAS**, ACSC and the Company were unable to reach a compromise on the amount of additional revenues that the Company should recover under the 2014 RRM filing; and

**WHEREAS**, the ACSC Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities deny the requested rate increase; and

**WHEREAS**, the Company's current rates are determined to be just, reasonable, and in the public interest.

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

**Section 1:** That the findings set forth in this Resolution are hereby in all things approved.

**Section 2:** That the City Council finds that Atmos Mid-Tex was unable to justify the appropriateness or the need for the increased revenues requested in the 2014 RRM filing, and that existing rates for natural gas service provided by Atmos Mid-Tex are just and reasonable.

**Section 3:** That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC Cities in processing the Company's RRM application.

**Section 4:** That in the event the Company files an appeal of this denial of rate increase to the Railroad Commission of Texas, the City is hereby authorized to intervene in such appeal, and shall participate in such appeal in conjunction with the ACSC membership. Further, in such event Atmos Mid-Tex shall reimburse

the reasonable expenses of the ACSC Cities in participating in the appeal of this and other ACSC City rate actions resulting from the 2014 RRM filing.

**Section 5:** That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 6:** That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

**Section 7:** That a copy of this Resolution will be sent to Atmos Mid-Tex, care of Chris Felan, Manager of Rates and Regulatory Affairs, at Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

## **ATTACHMENTS**

N/A



# City of Rowlett

## Staff Report

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

**AGENDA DATE:** 05/20/14

**AGENDA ITEM:** 7C

### **TITLE**

Consider action to approve a resolution awarding a bid for the purchase of two 2015 Dodge Ram 4500 Diesel Ambulances to Horton Emergency Vehicles in the amount of \$180,971 each for a grand total of \$361,942 through the Interlocal Cooperative Purchasing Agreement with Houston-Galveston Area Council (H-GAC).

### **STAFF REPRESENTATIVE**

Neil Howard, Fire Chief  
Chris Weinzapfel, EMS Director  
Allyson Wilson, Purchasing Agent

### **SUMMARY**

The City Council approved the purchase of 2 new ambulances in the FY2014 budget. The purpose of this item is to award the bid to Horton Emergency Vehicles through the Interlocal Cooperative Purchasing Agreement with Houston-Galveston Area Council (H-GAC).

Rowlett Fire Rescue is currently in need of replacing two of its front line 2008 Frazer Ambulances and putting them in reserve status. The replaced units will continue to serve a significant role as they replace the current reserve ambulance with an in-service date of 2001. This provides Rowlett Fire Rescue one additional reserve ambulance. After detailed research and a thorough evaluation by the department, staff found an ambulance manufacturer that can build ambulances specific to our needs, including viability for a longer period of ownership. As a result, staff recommends using Horton Emergency Vehicles for future ambulance purchases.

### **BACKGROUND INFORMATION**

The responsibilities of fire departments have changed dramatically in the last decade. In the past, it was mainly about responding to a fire and protecting life and property. While this is still the main mission, other duties have become incorporated into our department. Emergency Medical Response, Fire Prevention, Public Education, Swift Water Rescue, and Hazardous Materials Response are just a few of the modern fire department functions.

With these changing responsibilities, replacing and upgrading capital equipment becomes a top priority as it affects the overall budget. Some of the items include hydraulic rescue tools, computers, cardiac monitors, Self-Contained Breathing Apparatuses (SCBA), and ambulances. Ambulance replacement is a necessary part of the fire department that must be strategically planned. Currently, Rowlett Fire Rescue is in need of two new ambulances to replace current apparatus. The two current ambulances have reached the end of the five-year replacement cycle. The short-term nature of this product prompted staff to evaluate other companies and

ambulance products. At this time, we have had a total transition in mechanical needs that has opened the door to look at all available options on the market, the necessities of the department, the impact on the overall budget, and the effect on our citizens as well as the patients we transport.

The history of purchasing the Frazer ambulances was due to a serious electrical demand issue that consistently crippled the department with out-of-service ambulances. Starting late in FY1999 – 2000, a transition to an ambulance began with a generator concept to fix this problem. The generator concept fixed electrical issues caused by the many needs of the ambulances. During that era, ambulances utilized several types of hybrid electrical delivery systems to meet the electrical demands of the interior patient lights, siren and emergency lighting, charging portable medical devices, and the heating and air conditioning (HVAC). Due to these demands on chassis alternators, coupled with an unreliable HVAC system, fire departments and EMS agencies started looking for alternatives. The Houston, Texas based company, Frazer, brought a new concept to the market that provided increased life of ambulances by doing away with the high electrical demands. They created a separate generator to power the HVAC, charging equipment, and lighting. At that time, it was the best design on the market and it was the best design that supported an option to remount (re-use the box with a new chassis) for cost effectiveness. This concept made a huge impact on the delivery of care and in the mechanical savings; however, as in prior years, new issues have arisen with the current designs from Frazer. With no real change in sight from Frazer, these new issues require the Fire Department to seek other options.

The Fire Department is committed to making the right choice for those we serve, while remaining fiscally responsible. The goal is to find an ambulance manufacturer to address the following:

- Excludes generators to reduce out of service times because of age and failures, thus requiring the City to purchase extra generators for backup.
- Replaces aging and a poorly designed airbag system that causes out of service issues.
- Provides more available gross vehicle weight (GVW) as the City is currently maxing out its GVW with equipment, personnel and patients with the gasoline 3500 chassis.
- Does not require a generator to run emergency/scene lights or HVAC and charging when not plugged into shoreline.
- Includes more customizable options for a better patient work area and a more comfortable and safe ride.
- Includes up-to-date insulation standards for meeting FDA temperature control expectations of Texas weather.
- Includes a suspension system that meets our needs for driving safety and, most importantly, the patient's comfort.

This item was discussed at the City Council Work Session on May 6, 2014. In the presentation given to Council, several key topics were discussed. As staff started looking at replacing MICUs, staff discovered that there were units that would enhance our ability to provide service to our

citizens. The four key factors in considering a new ambulance company are safety, cost, cooling, and ride.

## **DISCUSSION**

The current situation provided an opportunity for the department to create a committee of Firefighter/Paramedics who work with the ambulances to review, evaluate and recommend the best ambulance vendor to meet the department's needs. The committee reviewed several manufacturers of ambulances and all the options that exist in the market. Committee members attended the Texas EMS Conference in Fort Worth to look at multiple ambulance companies and the finished products. Next, the committee traveled to multiple departments in DFW to interview the users of some of the builders/manufacturers. Following the site visits, three companies were chosen to bring their product to the City for a three-day review and walk through by personnel. After an extensive review by the department and the committee, it was determined that Horton Emergency Vehicles was most capable of providing an ambulance with the City's specific needs as listed below:

1. Eliminates the use of gasoline engines/generators not capable of keeping up with current demands placed on them in the heat and constant wear on the front line. Currently, the heat takes a toll on the gas engines/generators and they have exceeded their expected life on the front line and are now increasing in repair costs and repair issues.
2. An ambulance with no generator will reduce the out of service times with aging and failing generators. If the department remains with the current builder, an additional generator would need to be purchased to overcome this issue and would be an added cost.
3. By upgrading to a 4500 Chassis, the City will achieve an increase in overall GVW that cannot be matched with the gas-chassis or on the 3500 diesel model chassis.
4. An ambulance that does not require a generator to run emergency/scene lights and HVAC when not plugged into shoreline or charge systems that need to recharge. With the use of LED's on all of our fleet, the amount of electricity needed is reduced and now provides the option for an ambulance that does not require a generator to function. Currently, if the generator fails, staff cannot run the ambulance since we have no HVAC and the City loses most of the patient compartment lighting and electrical support.
5. An ambulance that allows more customization for a better work area; currently Frazer is very "cookie cutter", a box and cube design and has only a few options for re-allocation of space.
6. New ambulances have taken into consideration that a well-insulated ambulance will help us meet FDA and DSHS temperature control expectations in the patient compartment. The current vendor has done all they can do and have no more changes in the future to help with the excessive heat, cold and insulation. Horton has a process and insulation that exceeds the current ambulance standards.
7. Ambulances with the most up-to-date suspension that better meet the needs for driving safety, patient comfort and replacement of an aging and poorly designed airbag system that causes unnecessary out of service issues. By transitioning to Liquid Spring ®, the

department will have a suspension system that does not rely on the deflation/inflation of air bags to accomplish driving safety and comfort for our patients. Currently, one of the single biggest complaints received is for ambulance ride and comfort. With that comes the concern for safety across the board; if it is rough for the patient, then that also means the firefighter/paramedic is working in a rough environment.

With the aging two front line ambulances and the aged reserve ambulance, the department may not be able to fully deploy the proper complement of ambulances to meet the level of service expected. The concern with this is, if there are not three ambulances in service daily, the City is at risk of not receiving mutual aid. Mutual Aid is a contractual agreement for emergency medical services to request additional assistance from surrounding cities when local resources have been fully utilized. For that reason, the accepted and agreed upon practice has been that for approximately every 22,000 people, one ambulance will be in full-time service.

With our current five-year vehicle replacement plan and the expectation to continue with our lease purchase financing, the City can update its ambulance fleet immediately and begin rotation much more efficiently. The department will have these two new units and maintain two in reserve. The department will then look to transition one in the future that will replace one of the two reserves with a more efficient diesel chassis in an effort to convert to an all diesel fleet that can meet the needs identified above.

As presented to City Council at the Work Session on May 6, 2014, City staff is recommending the award to Horton Emergency Vehicles for the purchase of two ambulances.

### **FINANCIAL/BUDGET IMPLICATIONS**

Below is a comparison of the cost of an ambulance from Frazer, the current vendor, versus Horton, the recommended vendor. While the up-front cost of the Horton unit is initially higher than Frazer, the total cost over the 15-year life of the vehicle is approximately \$34,026 cheaper. This is due to the anticipation that the City can “remount” the Horton unit twice versus only once for the Frazer product. In addition, there will be lower repair costs due to the elimination of the generators and airbag suspension system. Given all the improvements in design provided by the Horton model as discussed above, staff recommends that the City purchase two replacement ambulances from Horton.

<b>Costs for Years 1-4</b>		
	<b>Frazer</b>	<b>Horton</b>
Ambulance cost	\$155,325	\$179,971
4" taller box	4,000	-
Cost for generator replacement at year 2	6,000	-
<b>Total Projected Cost 1-4</b>	<b>\$165,325</b>	<b>\$179,971</b>
<b>Costs for Years 5-9</b>		
Remount cost at year 5	\$132,500	\$132,500
Generator	6,000	-
<b>Total Projected Cost 5-9</b>	<b>\$138,500</b>	<b>\$132,500</b>
<b>Costs for Years 10-14</b>		

Remount cost at year 10	\$ -	\$172,250
Full replacement cost	214,922	-
<b>Total Projected Cost 10-14</b>	<b>\$214,922</b>	<b>\$172,250</b>
<b>Total Projected Cost over Life of Equipment</b>	<b>\$518,747</b>	<b>\$484,721</b>

If Council directs staff to move forward with the acquisition, the City will be seeking bids for the lease purchase of two replacement ambulances. The FY2014 budget includes \$61,098 for the first year lease payment. With the price of \$179,971 for the Horton unit, the estimated annual payment for five years based on a total cost of \$359,942 (for two Horton ambulances) at 3 percent interest will be \$77,612. Since the delivery time will be approximately six months the payment will be made in FY2015. Therefore, there will be no payment made in FY2014 and the actual amount (when known through the bid process) will be budgeted in FY2015. The remount cost at years five and ten are expected to be lower.

### **RECOMMENDED ACTION**

City staff recommends the City Council approve a resolution awarding a bid for the purchase of two 2015 Dodge Ram 4500 Diesel Ambulances to Horton Emergency Vehicles in the amount of \$180,971 each for a grand total of \$361,942 through the Interlocal Cooperative Purchasing Agreement with Houston-Galveston Area Council (H-GAC).

### **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AWARDED A BID FOR THE PURCHASE OF TWO 2015 DODGE RAM 4500 DIESEL AMBULANCES TO HORTON EMERGENCY VEHICLES IN THE AMOUNT OF \$180,971 EACH FOR A GRAND TOTAL OF \$361,942 THROUGH THE INTERLOCAL COOPERATIVE PURCHASING AGREEMENT WITH HOUSTON-GALVESTON AREA COUNCIL (H-GAC); AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS PURSUANT TO APPROVAL; AND, PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary to procure two 2015 Dodge Ram Diesel ambulances to replace the existing 2008 Frazer Ambulances; and

**WHEREAS**, the City of Rowlett has entered into an Interlocal Cooperative Purchasing Agreement with the Houston-Galveston Area Council (H-GAC) for products and services; and

**WHEREAS**, the Houston-Galveston Area Council (H-GAC) has taken sealed bids for the Dodge Ram 4500 Diesel Ambulances and has contracts in place for said equipment with Horton Emergency Vehicles; and

**WHEREAS**, City staff will obtain bids for the financing of the ambulance in the near future for City Council consideration; and

**WHEREAS**, the City Council of the City of Rowlett, Texas desires to award the bid for the purchase of two 2015 Dodge Ram 4500 Diesel Ambulances to Horton Emergency Vehicles.

**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 does hereby approve the purchase of two 2015 Dodge Ram Diesel Ambulances to Horton Emergency Vehicles in the amount of \$180,971 each for a grand total of \$361,942 through the Interlocal Cooperative Purchasing Agreement with Houston-Galveston Area Council (H-GAC).

**Section 2:** The City Council does hereby authorize the City Manager or his designee to issue purchase orders to conform to this resolution in accordance with the quotation attached hereto and incorporated herein by reference as Exhibit A.

**Section 3:** The City Council does further authorize City staff to obtain bids for the lease purchase financing of this equipment and to present a recommendation to the City Council for consideration in the near future.

**Section 4:** This resolution shall become effective immediately upon its passage.

**ATTACHMENT**

Exhibit A – H-GAC Quote

 <b>CONTRACT PRICING WORKSHEET</b> For Standard Equipment Purchases		Contract No.:	AM10-12	Date Prepared:	4/16/2014
<i>This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.            The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.</i>					
Buying Agency:	ROWLETT FIRE DEPT	Contractor:	PROFESSIONAL AMBULANCE / HORTON		
Contact Person:	TONY MARTINEZ	Prepared By:	NATALIE CARROLL		
Phone:		Phone:	866-356-2236		
Fax:		Fax:	325-356-3360		
Email:		Email:	<a href="mailto:passnatalie@airmail.net">passnatalie@airmail.net</a>		
Product Code:	NA14	Description:	H-T1-30, HORTON MODEL 603, TYPE I DODGE 4500		
<b>A. Product Item Base Unit Price Per Contractor's H-GAC Contract:</b>					<b>143,112</b>
<b>B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.</b>					
(Note: Published Options are options which were submitted and priced in Contractor's bid.)					
<b>Description</b>		<b>Cost</b>	<b>Description</b>		<b>Cost</b>
BH08C000: RUNNING BOARDS, DIAMOND PLATE		580	DL48D000: ELECTRIC DOOR LOCK WIRED TO OEM		155
DR080000: (4) SHELF FOR VERTICAL COMPT		836	DLH40000: RECESSED LICENSE PLATE BRACKET		195
DR11C000: VERTICAL DIVIDER		132	ED020000: CHASSIS PAINT		1162
DR11A000: VERTICAL COMPT DIVIDER, FIXED		287	GK12D000: EVS CHILD SAFETY SEAT		1126
CB06CC00: CRASH BARRIER SAFETY CONFIG.		376	HK02LU00: STORAGE BENEATH CPR SEAT		233
CB06SX00: DOUBLE STEP C/S ENTRY 6" DROP		773	LG03F000: COT MOUNT, STRYKER		851
DG06D000: ELECTRONIC PRIVACY WINDOWS		1935	Subtotal From Additional Sheet(s):		14442
DL48B000: ELECTRIC DOOR SWITCH, CONCEALED		117	<b>Subtotal B:</b>		<b>23,200</b>
<b>C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.</b>					
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)					
<b>Description</b>		<b>Cost</b>	<b>Description</b>		<b>Cost</b>
(2) SCBA BRACKETS INSTALLED		448	INTERIOR COLOR SCHEME: CG TECH		560
STAIR CHAIR POCKET, RECESSED		170	WHELEN SIREN		702
COT MOUNT PLATES, POWER LOAD		560	INPOWER ELECTRONIC BATTERY SWITCH		327
LIQUID SPRING RIDE SYSTEM		9520			
DIAMONDGRADE CHEVRON-ENTIRE REAR		1372	<b>Subtotal C:</b>		<b>13659</b>
<b>Check:</b> Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).			<b>For this transaction the percentage is:</b>		8%
<b>D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)</b>					
<b>Description</b>		<b>Cost</b>	<b>Description</b>		<b>Cost</b>
			<b>Subtotal D:</b>		<b>0</b>
<b>E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)</b>					
Quantity Ordered:	1	X Subtotal of A + B + C + D:	179971	=	<b>Subtotal E:</b> 179971
<b>F. H-GAC Fee Calculation (From Current Fee Tables)</b>					<b>Subtotal F:</b> 1000
<b>G. Trade-Ins / Other Allowances / Special Discounts</b>					
<b>Description</b>		<b>Cost</b>	<b>Description</b>		<b>Cost</b>
			<b>Subtotal G:</b>		
<b>Delivery Date:</b>			<b>H. Total Purchase Price (E+F+G):</b>		<b>180971</b>

4/17/2014

ROWLETT FIRE DEPT

**ADDITIONAL PUBLISHED OPTIONS**

<b>Description</b>	<b>Cost</b>	<b>Description</b>	<b>Cost</b>
MN09D000: AIR HORNS, GRUVER DUAL	2926	PAL38F00: SHORELINE KUSSMAUL S AUTO EJECT	890
PAL02J00: INVERTER 20-1050CUL W/CHARGER	2066	PL27CC00: PATIENT CEILING LED DOME LIGHTS	2121
PAL030A00: (2) 110V INTERIOR OUTLET	264	PM490000: SECURITY IDLE SYSTEM	369
PAL30D00: 110V EXTERIOR OUTLET	154	QL455000: DANHARD AC SYSTEM	5068
TN11B000: ASPIRATOR, SSCOR	584		
		TOTAL	14442



**City of Rowlett**  
**Staff Report**

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

**AGENDA DATE:** 05/20/14

**AGENDA ITEM:** 7D

**TITLE**

Consider action to approve a resolution exercising the first of three one-year renewal options for the purchase of emergency medical supplies and medication for Rowlett Fire Rescue to Bound Tree Medical LLC as the primary vendor and Henry Schein Matrix as the alternate vendor in the unit prices bid and in an estimated annual amount of \$65,000 through the Interlocal Cooperative Purchasing Agreement with the City of Cedar Hill.

**STAFF REPRESENTATIVE**

Neil Howard, Fire Chief  
Allyson Wilson, Purchasing Agent

**SUMMARY**

The purpose of this item is to exercise the first one-year renewal option for the purchase of emergency medical supplies and medication for the citizens of the City of Rowlett and Rowlett Fire Rescue to Bound Tree Medical LLC as the primary vendor and Henry Schein Matrix as the alternate vendor in the unit prices bid and in an estimated annual amount of \$65,000 through the Interlocal Cooperative Purchasing Agreement with the City of Cedar Hill.

**BACKGROUND INFORMATION**

On April 2, 2013, the City Council approved Resolution 036-13 awarding the bid for the purchase of emergency medical supplies and medication for Rowlett Fire Rescue to Bound Tree Medical LLC as the primary vendor and Henry Schein Matrix as the alternate vendor in the unit prices bid and in an estimated annual amount of \$65,000 through the Interlocal Cooperative Purchasing Agreement with the City of Cedar Hill.

On March 5, 2014, the City of Cedar Hill contacted the group cooperatively purchasing EMS Supplies and indicated that they accepted an initial contract extension from Bound Tree Medical. Bound Tree Medical's Regional Sales Manager indicated that Bound Tree Medical agreed to "hold" their current prices until April 25, 2014, to allow additional time to review the renewal prices offered for 2015.

**DISCUSSION**

The City of Cedar Hill has taken sealed competitive bids for medical supplies and medication on February 8, 2013, and awarded the bid for medical supplies and medication to Bound Tree Medical LLC as the primary vendor and Henry Schein Matrix as the alternate vendor when Bound Tree Medical is not able to supply. The term of the bid was for a one-year period with options to renew for three additional one-year periods. Revised bid prices for the first one-year renewal period are shown in Exhibit A.

Twenty (20) governmental entities currently participate in this cooperative purchase of emergency medical supplies and medication with the City of Cedar Hill.

### **FINANCIAL/BUDGET IMPLICATIONS**

Funding in the amount of \$65,000 is approved and included in the FY2014 budget in account 101-3016-440-6013 for Fire Rescue for the purchase of medical supplies and medication, as well as for other items, such as medical oxygen. As of May 8, 2014, the unencumbered balance in this account is \$11,030, actual year to date expenditures since October 1, 2013, is \$46,286, with a remaining encumbrance on purchase orders to Bound Tree and Henry Schein Matrix of \$3,868; therefore, \$14,898 is available for purchases for the partial term period from May 8, 2014 to September 30, 2014.

<b>Budget Account Number and/or Project Code</b>	<b>Account or Project Title</b>	<b>Budget Amount</b>	<b>Proposed Amount</b>
101-3016-440-6013	Supplies - EMS	\$65,000	\$65,000
<b>Total</b>		<b>\$65,000</b>	<b>\$65,000</b>

### **RECOMMENDED ACTION**

City staff recommends the City Council approve a resolution exercising the first one-year renewal option for the purchase of emergency medical supplies and medication for Rowlett Fire Rescue to Bound Tree Medical LLC as the primary vendor and Henry Schein Matrix as the alternate vendor in the unit prices bid and in an estimated annual amount of \$65,000 through the Interlocal Cooperative Purchasing Agreement with the City of Cedar Hill.

### **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, EXERCISING THE FIRST OF THREE ONE-YEAR RENEWAL OPTIONS TO PURCHASE EMERGENCY MEDICAL SUPPLIES AND MEDICATION FOR ROWLETT FIRE RESCUE TO BOUND TREE MEDICAL LLC AS THE PRIMARY VENDOR AND HENRY SCHEIN MATRIX AS THE ALTERNATE VENDOR IN THE UNIT PRICES BID AND IN AN ESTIMATED ANNUAL AMOUNT OF \$65,000 THROUGH THE INTERLOCAL PURCHASING AGREEMENT WITH THE CITY OF CEDAR HILL AS PER CONTRACT RENEWAL PRICING 2015; AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS PURSUANT TO APPROVAL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary to procure emergency medical supplies and medication for the citizens of the City of Rowlett and Rowlett Fire Rescue; and

**WHEREAS**, the City of Rowlett has entered into an Interlocal Cooperative Purchasing Agreement with the City of Cedar Hill on April 3, 2007 (RES-051-07); and

**WHEREAS**, the City of Cedar Hill has taken sealed bids for medical supplies and medication and has contracts and renewals in place for medical supplies and medication; and

**WHEREAS**, the City of Cedar Hill has exercised the first one-year renewal option of the bid and contract; and

**WHEREAS**, the City Council of the City of Rowlett desires to exercise the first of three one-year renewal with Bound Tree Medical LLC as the primary vendor and Henry Schein Matrix as the alternate vendor through the Interlocal Cooperative Purchasing Agreement with the City of Cedar Hill per contract renewal pricing 2015.

**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 does hereby exercise the first of three one-year renewal options for the purchase of emergency medical supplies and medication for Fire Rescue under the existing contract with Bound Tree Medical LLC as the primary vendor and Henry Schein Matrix as the alternate vendor in the unit amounts bid and in an estimated annual amount of sixty-five thousand dollars (\$65,000) through the Interlocal Cooperative Purchasing Agreement with the City of Cedar Hill as per contract renewal pricing 2015 as attached hereto and incorporated herein by reference as Exhibit A.

**Section 2:** The City Council does hereby authorize the City Manager to issue appropriate purchase orders to conform to this resolution.

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

**ATTACHMENT**

Exhibit A – 2015 Prices



CITY OF CEDAR HILL

BID #: ITB-19-0-2013/GCP

RENEWAL PROPOSAL

APRIL 25, 2014

2013 ENDING DATE MAY31, 2014

2014 RENEWAL START DATE JUNE 1, 2014

Pharma Supplies

	MEDICATION or SUPPLY	FY 13 EACH	FY 13 BOX	FY 13 CASE	CASE QUANTITY	FY 14 Each	FY 14 Box	FY 14 Case	% change	letter #
1	LACTATED RINGERS 1000CC (Baxter) 14 CASE	1.20		16.80	14.00	1.49		20.86	19.46%	No Letter Provided
2	NORMAL SALINE 0.9% 1000cc (Baxter) 14 Case	0.97		13.58	14.00	1.31		18.34	25.95%	No Letter Provided
3	NORMAL SALINE 0.9% 500cc (Baxter) 24 Case	0.90		21.60	24.00	1.24		29.76	27.42%	No Letter Provided
4	NORMAL SALINE 0.9% 250cc (Baxter)	0.850		30.60	36.00	1.13		40.68	24.78%	No Letter Provided
5	ACETAMINOPHEN SUSPENSION 32MG/ML	0.680	68.00			0.68	68.00			
6	ACTIDOSE - Actidose Aqua Suspension 50gM/240ml	24.87		298.44	12.00	24.87		298.44		
7	ADENOSINE - 12 mg/ml 4 ml (Adenocard) prefilled	28.00	280.00			28.00	280.00			
8	ADENOSINE - 6 mg/ml 2 ml (Adenocard) prefilled	19.70	197.00			19.70	197.00			
9	ADENOSINE 12MG/4ML VIAL	10.05	100.50			10.05	100.50			
10	ADENOSINE 6mg/2 ml vial	6.15				6.15				
11	ALBUTEROL - 2.5 mg in 3 ml solution	0.15	3.87			0.15	3.87			
12	AMIODORONE 150mg vial	1.71				1.71				
13	AMIODORONE HCL 150mg/3ml (3ml PFS Luer-Jet Syringe)	N/A				N/A				
14	AMINOPHYLLINE 500MG/20ML Vial	2.05				5.59			172.68%	MH1, MH2, MH3
15	AMINOPHYLLINE 250/10ML Vial	1.50				4.27			184.67%	MH1, MH2, MH3
16	Anzemet (Dolasetron) 20mg/ml .625ml 12.5mg SDV	21.32				21.32				
17	ASPIRIN – 81 mg Tabs CHEWABLE	0.75				0.75				
18	ATIVAN (LORAZEPAM) – 2 mg/1ml (VIAL)	1.15	11.50			1.57	15.71		36.61%	MH2
19	ATIVAN (LORAZEPAM) – 2mg/1ml	3.33	33.28			4.17	41.73		25.39%	MH1, MH2, MH3
20	ATIVAN (LORAZEPAM) – 4mg/1ml VIAL	2.11	21.05			2.16	21.57		2.47%	MH2
21	ATIVAN (LORAZEPAM) – 4mg/1ml	2.99	29.90			3.30	32.95		10.20%	MH1
22	ATROPINE – 1 mg/10 ml pre-filled	8.88				10.27			15.65%	MH2
23	ATROPINE – 1 mg/10 ml pre-filled	4.23				4.78			13.00%	MH2
24	ATROPINE – 1 mg/10 ml pre-filled	2.66	26.60			2.66	26.60			
25	ATROVENT – .5mg/2.5 ml. 0.02%	0.18	4.42			0.18	4.42			
26	BENANDRYL 50MG Leur locking Carpuject	1.550				1.93			24.52%	MH1, MH2, MH3
27	BENADRYL – 50 mg vial	0.900	22.50			1.09	27.25		20.69%	MW1
28	CALCIUM CHLORIDE 1gm 10ml	3.99				9.51			138.35%	MH2
29	CALCIUM CHLORIDE 1gm/10ml	2.98				2.98				
30	CALCIUM CHLORIDE 1gm/10ml vial	2.98				2.98				
31	CALCIUM GLUCONATE 10% 10ML	3.20				3.93			18.58%	No Letter Provided
32	CAPTOPRIL 25mg/SL Tab Blister	0.12	12.03			0.19	19.00		36.68%	No Letter Provided
33	DIAZEPAM 10 MG (valium) 5mg/ml (2ml Pre-filled Carpuject	9.40	94.00			12.94	129.39		37.65%	MH1, MH3

	<b>MEDICATION or SUPPLY</b>	<b>FY 13 EACH</b>	<b>FY 13 BOX</b>	<b>FY 13 CASE</b>	<b>CASE QUANTITY</b>	<b>FY 14 Each</b>	<b>FY 14 Box</b>	<b>FY 14 Case</b>	<b>% change</b>	<b>letter #</b>
34	D-50 DEXTROSE 50ml	5.58				5.80			3.94%	MH2
35	D50-DEXTROSE 50% 25gm pre-filled	10.20				10.71			5.03%	MH2
36	D50-DEXTROSE 50% 25gm pre-filled	3.75				3.75				
37	D25-DEXTROSE 25% (pedi)	5.85				7.61			36.38%	MH2, MH3
38	DEXTROSE 5% IN Water 100cc bag	1.29	5.15	32.19	25.00	1.29	5.15	32.19		
39	DILTIAZEM 25mg/5ml	1.25	12.50			1.25	12.50			
40	DOPAMINE – 400mg/250 cc bag	10.03		180.54	18.00	10.03		180.54		
41	DOPAMINE 800mg/500 cc bag	15.13		181.56	12.00	15.13		181.56		
42	DOPAMINE – 400mg/10cc vial	0.86				1.23			43.02%	MH1, MH2
43	DOBUTAMINE 250mg/250 cc bag			68.45	12.00			79.07	15.51%	MH2
44	DUONEB	0.36	10.80			0.36	10.80			
45	EPINEPHRINE 1:1,000 – 30 ml Vial	3.90				13.42			59.46%	No Letter Provided
46	EPINEPHRINE 1;1,000 ampule	1.16				2.49			114.66%	MH2
47	EPI (Racemic) 1.12mg/.5cc	1.57				1.68			6.55%	No Letter Provided
48	EPINEPHRINE 1/10000	2.550				5.29			107.45%	MH2
49	EPINEPHRINE 1/10000	2.300				2.30				
50	EPI Pen (2 pack)	126.00	252.00			173.64	347.28		63.72%	DEY, DEY1
51	EPI PEN	126.00	252.00			173.64	347.28		63.72%	DEY, DEY1
52	ENALAPRIL 1.25MG vial	4.00				4.00				
53	ETOMIDATE 40MG/20cc (Amidate)	9.24				9.24				
54	FENTANYL 100mcg 100mcg/2cc 25/box Vial	0.98	24.50			1.01	25.15		2.65%	MH2
55	FENTANYL 100mcg Carpuject 10/box	1.65	16.47			2.00	20.01		21.49%	MH1, MH2
56	GEODON 20mg (10 to a box)	19.95	199.46			21.42	214.15		6.86%	No Letter Provided
57	GLUCAGEN Diagonstic Kit 1mg/1ml (2050)	132.00				157.07			15.96%	MC1
58	GLUCAGON- 1mg LILY Red Box	152.53				152.53				
59	GLUCOSE-INSTANT 15gm tubes (3pkg)	1.83	5.50	66.00	36.00	1.83	5.50	66.00		
60	GLUCOSE-INSTANT 15gm packets (3pkg)	1.83	5.50	66.00	36.00	1.83	5.50	66.00		
61	HALDOL – 5 mg/Vial	2.55				2.55				
62	HYDROMORPHONE 2mg/1ml	1.11	27.64			1.89	47.23		70.88%	MW1
63	HYDROXOCOBALAMIN 5gms/250cc	785.00				785.00				
64	KETAMINE 200mg vial	N/A				N/A				
65	KETAMINE 500mg/5ml vial		101.57				113.86		12.10%	MH2
66	LABETALOL 20mg Carpuject	3.64				4.41			21.15%	MH1, MH2
67	LABETALOL 100mg/vial	1.92				1.97			2.60%	MH2
68	LASIX 40mg/4ml Vial	0.73				2.01			175.34%	MH2, MH3

	<b>MEDICATION or SUPPLY</b>	<b>FY 13 EACH</b>	<b>FY 13 BOX</b>	<b>FY 13 CASE</b>	<b>CASE QUANTITY</b>	<b>FY 14 Each</b>	<b>FY 14 Box</b>	<b>FY 14 Case</b>	<b>% change</b>	<b>letter #</b>
69	LASIX – 100 mg prefilled	9.95				13.56			36.28%	MH2, MH3
70	LASIX – 40 mg/4 ml pre-filled	6.800				7.20			5.56%	MH2
71	LEVOPHED – 1 mg/1 ml 4 mg	9.000				13.83			53.67%	MH1, MH3
72	Lidocaine 1% 200mg20cc vial	0.78	19.50			1.35	33.75		73.08%	MH2
73	LIDOCAINE 2% 100mg 5ml 1026c	2.65				2.76			4.15%	MH2
74	LIDOCAINE 2% 100mg 5ml 1026A	2.98				4.99			67.45%	MH1
75	Lidocaine 2%	2.45	24.50			2.45	24.50			
76	LIDOCAINE 4% - 1 gm/250 ml D5W pre-mixed bag (each)	8.38		201.12	24.00	8.38		201.12		
77	LIDOCAINE 4% - 2 gm/500 ml D5W pre-mixed bag (each)	4.20		100.80	24.00	4.20		100.80		
78	MAGNESIUM SULFATE 1gram / 2 ml pre-filled syringe	N/A				N/A				
79	MAGNESIUM SULFATE 1gm/2ml SDV 0064-02	1.05	26.25	105.00	100.00	1.31	32.75	131.00	24.71%	MC2
80	MAGNESIUM SULFATE 5gm/10ml sdv	1.31	32.75	131.00	100.00	1.64	41.00	164.00	25.47%	MC2
81	MAGNESIUM SULFATE 1gm/2ml	1.05	26.25	105.00	100.00	1.31	32.75	131.00	24.71%	MC2
82	MAGNESIUM SULFATE 5gm/10ml	N/A				N/A				
83	METOPROLOL 5mg/5ml	3.90	39.00			3.90	39.00			
84	MORPHINE SULFATE – 10 mg/1ml 25 per box vial	1.07	26.75			1.19	29.77		11.29%	MW1
85	MORPHINE SULFATE - 10 mg/1ml Carpujet (10/box)	1.99	19.89			2.37	23.70		19.16%	MH1, MH2, MH3
86	NARCAN- 1mg/1ml 2ml	14.94				14.94				
87	NARCAN 4mg/10ml vial	58.10				153.38			163.99%	MH1, MH2, MH3
88	NITRO SPRAY – Nitroglycerin spray	190.00		2280.00	12.00	190.00		2,280.00		
89	NITRO SPRAY – Nitroglycerin spray	155.00				155.00				
90	NITRO SPRAY – Nitroglycerin spray	299.54		3594.48	12.00	299.54		3,594.48		
91	NITRO SPRAY – Nitroglycerin spray	290.95				290.95				
92	NITRO TABS 0.4%	10.520				10.52				
93	Nitro premix 25mg/250cc	7.110		85.32	12.00	7.11		85.32		
94	PHENERGAN- 25mg/1ml amps	1.40	35.00			1.56	39.00		11.49%	MW1
95	PHENERGAN 25mg/vial	1.38	34.50			1.54	38.50		11.49%	MW1
96	PROPARACAINE 0.5% 15ml	6.20				6.20				
97	PULMICORT (0.5mg) 2ml ampule	13.04	391.07			13.04	391.07			
98	REGLAN (10mg/2ml) vial	0.82				1.47			79.27%	MH1, MH2, MH3
99	ROCURONIUM (100mg/10ml) vial	9.00	90.00			9.00	90.00			
100	SALINE BULLETS 0.9% 3ml	0.11	11.00	110.00	1000.00	0.13	13.00	113.00	15.38%	No Letter Provided
101	SALINE IRR – 0.9% saline : 250cc	1.30		31.20	24.00	1.68		40.32	22.62%	No Letter Provided
102	SIMVASTATIN 80 mg	27.31				27.31				
103	SODIUM BICARB-7.5% 50 ML 44.6 meq pre-filled –	9.52				14.77			55.15%	MH2, MH3

	<b>MEDICATION or SUPPLY</b>	<b>FY 13 EACH</b>	<b>FY 13 BOX</b>	<b>FY 13 CASE</b>	<b>CASE QUANTITY</b>	<b>FY 14 Each</b>	<b>FY 14 Box</b>	<b>FY 14 Case</b>	<b>% change</b>	<b>letter #</b>
104	SODIUM BICARB-8.4% 50 ML 50 meq	2.98	29.80			2.98	29.80			
105	SODIUM BICARB-8.4% 10 ML 10 Meq	10.15				12.69			25.02%	MH2
106	SODIUM BICARB-4.2% 10 ML 5 meq (Infant) pre-filled -	5.16				9.68			87.60%	MH1, MH2, MH3
107	SODIUM CHLORIDE INJECTIBLE - 0.9% 30 ml vial	0.69	17.25			1.03	25.75		49.28%	MH1, MH2
108	SODIUM CHLORIDE 0.9% 10cc Flush	0.40	40.00	480.00	1200.00	0.40	40.00	480.00		
109	TERBUTALINE 1mg	1.60	16.00			1.60	16.00			
110	SOLU-MEDROL 125mg/2ml	5.93	148.25			5.93	148.25			
111	STERILE WATER Irrigation 100ml 25/cs			24.85	25.00			25.16	1.23%	No Letter Provided
112	STERILE WATER (IRRIGATION) 250ml	1.10		26.40	24.00	1.45		34.80	24.14%	No Letter Provided
113	Sterile Water Irrigation 500ml	0.97		17.46	18.00	1.30		23.40	25.38%	No Letter Provided
114	SUCCINYLSCHOLINE (ANECTINE) 200mg/10ml	2.450				11.77			380.41%	MH1, MH2, MH3
115	TERBUTALINE 1mg/ml	1.600	16.00			5.44	54.40		239.22%	MW1
116	TETRACAINE 0.5% ophthalmic solution BTM 15ml bottle	8.50				8.50				
117	THIAMINE 200 mg MDV	11.50				11.50				
118	VASOPRESSIN 20units/1ml MDV	2.30				2.30				
119	VECURONIUM 10mg/10ml vial W/O Diluent	5.35	53.50			5.35	53.50			
120	VERSED (MIDAZOLAM) 10mg/2ml	1.01	10.10			1.04	10.43		3.27%	MH2
121	VERSED (MIDAZOLAM) 5mg/1ml	1.79	17.93			1.79	17.93			
122	XOPENEX (Levalbuteral) 1.25mg 3ml	5.17	124.00			5.17	124.00			
123	XYLOCAINE/LIDOCAINE JELLY - 2% 100 mg/5 ml Tube Type	5.50				5.50				
124	ZOFRAN (Ondansetron) 4MG 4mg/2cc Vial	1.47	14.70	147.00	100.00	1.54	15.40	154.00	4.76%	MH2
125	ZOFRAN (Ondansetron) 4mg/pill ODT unit dose	0.32	9.60			0.32	9.60			

**EMS Supplies**

<b>Line #</b>	<b>MEDICAL SUPPLIES</b>	<b>FY 13 EACH</b>	<b>FY 13 BOX</b>	<b>FY 13 CASE</b>	<b>CASE QUANTITY</b>	<b>FY 14 Each</b>	<b>FY 14 Box</b>	<b>FY 14 Case</b>	<b>% Change</b>	
1	ADC #603BK	21.91		219.10	10.00	21.91		219.10		
2	ADC Aneroid Sphygmomanometer (Adult) Size 11	44.00		880.00	20.00	44.00		880.00		
3	ADC BP handle	32.27				32.27				
4	ADC BP Cuff/Sphygmomanometer	10.03		200.60	20.00	10.03		200.60		
5	Alcohol Preps	0.01	1.35	27.00	4000.00	0.01	1.35	27.00		
6	Alcohol Preps	0.01	1.48	29.60	4000.00	0.01	1.48	29.60		
7	Aluminum Oxygen Bottles-D size	42.98				52.99			18.89%	SALL
8	Aluminum Oxygen Bottles-E size	51.54				59.02			12.67%	SALL
9	Ambu 1.5" Center Snap Electrodes	0.94	5.64	56.40	60.00	0.94	5.64	56.40		
10	Ambu 1.5" Center Snap Electrodes	5.17	258.50			5.17	258.50			
11	Ambu EID TubeCheck Bulb type	1.93		38.60	20.00	1.93		38.60		
12	Ambu Permit Ace C-Collar	4.39		131.70	30.00	4.55		136.50	3.52%	SAMB

	<b>MEDICATION or SUPPLY</b>	<b>FY 13 EACH</b>	<b>FY 13 BOX</b>	<b>FY 13 CASE</b>	<b>CASE QUANTITY</b>	<b>FY 14 Each</b>	<b>FY 14 Box</b>	<b>FY 14 Case</b>	<b>% change</b>	<b>letter #</b>
13	Ambu Permit Ace C-Collar	4.39		131.70	30.00	4.55		136.50	3.52%	SAMB
14	Ambu Permit ACE C-collar & head wedge CID combo (30cs)	9.17		275.00	30.00	9.17		275.00		
15	Ambu Spur (child) BVM	9.80		117.60	12.00	10.17		122.04	3.64%	SAMB
16	Ambu Spur (infant) BVM	9.80		117.60	12.00	10.17		122.04	3.64%	SAMB
17	Ambu Spur-(adult) BVM	8.54		102.48	12.00	8.86		106.32	3.61%	SAMB
18	Ambu Spur (combo infant/child)	13.89		166.68	12.00	13.89		166.68		
19	Ambu-type Rescue Pump	40.00				40.00				
20	Ammonia INCH (Inhalant noxious ammonia)	0.21	2.10			0.21	2.10			
21	Antimicrobial diaphragms for stethoscopes (Adult)	0.91	181.71			0.91	181.71			
22	Backboard Biohazard Bags	1.45		72.50	50.00	1.45		72.50		
23	Backboard Iron Duck Base Board (yellow)	92.08				92.08				
24	Backboard Iron Duck Base Board (yellow)	104.56				104.56				
25	Backboard Iron Duck Base Board (blue)	92.08				92.08				
26	Backboard Iron Duck Base Board (blue)	104.56				104.56				
27	Backboard LSP HDx Plastic (blue)	81.35				115.43			29.52%	SALL
28	Backboard LSP HDx Plastic (blue)	96.27				147.51			34.74%	SALL
29	Backboard XTRA	81.35				81.35				
30	Backboard XTRA	96.27				96.27				
31	Straps Nylon 2 piece 5' w/loop ends and push button buckle	2.10		75.60	36.00	2.10		75.60		
32	Backboard Straps 3 pkg (disposable)	2.23	6.68			2.23	6.68			
33	Backboard Straps single 5ft two piece Plastic buckle	2.24				2.24				
34	Bandage Rap Self Adherent Fully Stretched (Blue)	1.75		63.00	36.00	1.75		63.00		
35	Bandage Rap Self Adherent Fully Stretched (Tan)	0.63		22.68	36.00	0.63		22.68		
36	Bandage Shears – 7.25 with plastic handle	0.74				0.74				
37	Bandage Roll	0.60		60.00	100.00	0.60		60.00		
38	Band-Aids (childrens)	0.13	2.63			0.13	2.63			
39	Band-Aids (100 TO A BOX)	0.02	1.50	36.00	2400.00	0.02	1.50	36.00		
40	Band-Aids (100 TO A BOX)	0.03	1.58	37.92	1200.00	0.03	1.58	37.92		
41	Band-Aids (100 TO A BOX)	0.02	2.00	48.00	2400.00	0.02	2.00	48.00		
42	BD Syringes Blunt Cannula 1cc									
43	BD Syringes Blunt Cannula 3cc	0.33	33.00	264.00	800.00	0.33	33.00	264.00		
44	BD Syringes Blunt Cannula 5cc	0.39	39.00	156.00	400.00	0.39	39.00	156.00		
45	BD Syringes Blunt Cannula 10cc	0.41	41.00	164.00	400.00	0.41	41.00	164.00		
46	Beck Airway Airflow Monitor (BAAM)	6.10		610.00	100.00	6.10		610.00		
47	Bed Pan (plastic disposable)	0.87		43.50	50.00	0.87		43.50		
48	Bemis System II Suction Canister Replacements (blue)	2.71		108.40	40.00	2.71		108.40		
49	Bemis System II Suction Canister Replacements (green)	3.25		156.00	48.00	3.25		156.00		
50	Benzoin Tinctures	0.19	9.44	94.40	500.00	0.20	9.92	99.20	4.84%	SPDI
51	Betadine Swabs / Pads	0.04	3.52	35.20	1000.00	0.04	3.52	35.20		
52	Biohazard Disposal Bags	0.08		40.00	500.00	0.11		55.00	27.27%	SMED
53	Biohazard Disposal Bags	0.11		27.50	250.00	0.11		27.50		
54	Biohazard Sharps Container (1qt stackable with clear lid)	1.88		188.00	100.00	1.88		188.00		
55	Biohazard Sharps Container (3.3qt 9.5x6 x 5.25)	3.66		87.84	24.00	3.66		87.84		
56	Biohazard Sharps Container 1 gallon (9x7x6)	7.50		300.00	40.00	7.50		300.00		
57	Biohazard Sharps Container 2 gallon (11x9x6)	9.19		220.56	24.00	9.19		220.56		
58	Biohazard sharps container 5qt in room	4.32		86.40	20.00	4.32		86.40		
59	Biohazard Sharps Container 3gallon red(15.25x13.5x6)	9.18		91.80	10.00	9.18		91.80		
60	Bio Hoop Hazardous Waste Bags (with hook)	1.35	16.20	648.00	480.00	1.35	16.20	648.00		
61	Blue Sensor EKG Electrodes (SP-00-S)	1.22	152.50	305.00	250.00	1.22	152.50	305.00		
62	Blue Sensor EKG Electrodes (SP-10-S)	2.41	241.00	482.00	200.00	2.51	251.00	502.00	3.98%	SAMB
63	Blue Sensor EKG Electrodes (SP-50-S)	10.74	214.80	429.60	40.00	11.15	223.00	446.00	3.68%	SAMB

	MEDICATION or SUPPLY	FY 13 EACH	FY 13 BOX	FY 13 CASE	CASE QUANTITY	FY 14 Each	FY 14 Box	FY 14 Case	% change	letter #
64	Board Splint-padded	2.04		306.00	150.00	2.10		315.00	2.86%	SAMB
65	Board Splint-padded	3.48				3.48				
66	Board Splint-padded	3.64		273.00	75.00	3.65		273.75	0.27%	SDMS
67	Board Splint-padded	5.15		257.50	50.00	5.17		258.50	0.39%	SDMS
68	Bougie style Tracheal Tube Introducer	5.37	53.70	0.00		5.37	53.70	0.00		
69	Bougie (pocket)	N/A				N/A				
70	BVM - Adult	9.15		109.80	12.00	9.15		109.80		
71	BVM - Child	9.15		109.80	12.00	9.15		109.80		
72	BVM - Infant	9.15		109.80	12.00	9.15		109.80		
73	Carry Case for StiffNeck Extrication Collars	24.75		0.00		24.75		0.00		
74	Carpject Injector	0.02		0.00		0.02		0.00		
75	al Safe Cuff Disposable blood pressure cuffs to be used with	7.04		35.20	5.00	7.04		35.20		
76	al Safe Cuff Disposable blood pressure cuffs to be used with	8.32		41.60	5.00	8.32		41.60		
77	al Safe Cuff Disposable blood pressure cuffs to be used with	10.96		54.80	5.00	10.96		54.80		
78	Cavicide Disinfectant spray	8.25		99.00	12.00	8.25		99.00		
79	Chlordexamine Preps	0.15	15.09	150.86	1000.00	0.15	15.09	150.86		
80	Child O2 Mask-NRB	1.00		50.00	50.00	1.00		50.00		
81	Child O2 Mask-NRB	0.71		35.50	50.00	0.71		35.50		
82	Cold Packs 6x9	0.27		6.48	24.00	0.27		6.48		
83	Color-Coded Airways (blue)--50mm	0.14	7.00			0.14	7.00			
84	Color-Coded Airways (black)--60mm	0.14	7.00			0.14	7.00			
85	Color-Coded Airways (white)--70mm	0.14	7.00			0.14	7.00			
86	Color-Coded Airways (green)--80mm	0.14	7.00			0.14	7.00			
87	Color-Coded Airways (yellow)--90mm	0.14	7.00			0.14	7.00			
88	Color-Coded Airways (red)--100mm	0.14	7.00			0.14	7.00			
89	Combi-Carrier Backboard Split Litter	N/A				N/A				
90	Combi-Carrier Backboard Split Litter	631.63				631.63				
91	Combine Abdominal Pads 5x9 25/tray	0.10	2.55	40.80	400.00	0.10	2.55	40.80		
92	CAT Tourniquet (Black)	29.20				29.20				
93	ConMed Huggable Pedi ECG Electrodes	0.15	4.56	91.20	600.00	0.15	4.56	91.20		
94	ConMed Veni-Gard IV securing device	0.38	37.90	189.50	500.00	0.38	37.90	189.50		
95	Convince Bag - vomit/urine	1.02		244.80	240.00	1.02		244.80		
96	er Emergency Cricothyrotomy Catheter Set (special operatio	149.90				149.90				
97	Cook Critical Retrograde Intubation Set	115.15				115.15				
98	Cook Pneumothorax Kit	99.36				102.35			2.92%	SCOK
99	Cot Sheets -Heavy Duty fitted disposable	1.16		58.18	50.00	1.16		58.18		
100	Cot Sheets -Heavy Duty non-fitted disposable	0.66		32.93	50.00	0.66		32.93		
	COT SHEET POLY-PRO FITTED 50/CS 36702S (30 X 72)	0.77		38.64	50.00	0.77		38.64		
101	Cuffed Resuscitator Mask Disposable	1.90		38.00	20.00	1.90		38.00		
102	Cuffed Resuscitator Mask Disposable	1.90		38.00	20.00	1.90		38.00		
103	Cuffed Resuscitator Mask Disposable	1.90		38.00	20.00	1.90		38.00		
104	Cuffed Resuscitator Mask Disposable	1.90		38.00	20.00	1.90		38.00		
105	Cuffed Resuscitator Mask Disposable	1.90		38.00	20.00	1.90		38.00		
106	Dermacel tape J&J hypo-allergenic 1"	0.68	8.13	97.56	144.00	0.68	8.13	97.56		
107	Dermacel tape hypo-allergenic 2"	1.36	8.13	97.56	72.00	1.36	8.13	97.56		
108	Dermacel tape hypo-allergenic 3"	2.03	8.13	97.56	48.00	2.03	8.13	97.56		
109	icide Ultra Disinfecting Towelletes 160 6x6 .75 Towelletes/canis	0.06	9.12	109.44	1920.00	0.06	9.12	109.44		
110	Disposable Blankets	0.62		31.02	50.00	0.62		31.02		
111	Disposable Blankets	3.97		71.46	18.00	3.97		71.46		
112	Disposable Scalpel #11	0.47	4.70	47.00	100.00	0.47	4.70	47.00		
113	Disposable Polyester Blanket 60x80	4.10		32.80	8.00	4.10		32.80		

	<b>MEDICATION or SUPPLY</b>	<b>FY 13 EACH</b>	<b>FY 13 BOX</b>	<b>FY 13 CASE</b>	<b>CASE QUANTITY</b>	<b>FY 14 Each</b>	<b>FY 14 Box</b>	<b>FY 14 Case</b>	<b>% change</b>	<b>letter #</b>
114	Easy Cap CO2 Detector	9.29		222.96	24.00	9.29		222.96		
115	Easy Cap CO2 Detector	9.43		226.32	24.00	9.43		226.32		
116	Emergent CPAP Circuit	32.92		329.20	10.00	32.92		329.20		
117	Emergent CPAP Control Unit	999.99				999.99				
118	Emergent CPAP Mask (small)	7.66		383.00	50.00	7.66		383.00		
119	Emergent CPAP Mask (adult)	6.49		324.50	50.00	6.49		324.50		
120	Emergent CPAP Mask (xlarge)	9.89		494.50	50.00	9.89		494.50		
121	Emesis Basin -10 plastic	0.10		25.00	250.00	0.16		40.00	37.50%	SMED
122	Envirocide	5.73		68.76	12.00	5.73		68.76		
	Envirocide 24 OZ	9.26		111.12	12.00	9.26		111.12		
123	Evac-U-Splint (small)	64.83				66.35			2.29%	SHAR
124	Evac-U-Splint (medium)	83.50				85.58			2.43%	SHAR
125	Evac-U-Splint (large)	113.08				116.20			2.69%	SHAR
126	Evac-U-Splint Extremity Kit	213.30				213.30				
127	Evac-U-Splint (small)-disposable									
128	Evac-U-Splint (medium) disposable									
129	Evac-U-Splint (large) disposable									
130	Evac-U-Splint Extremity Kit (disposable)									
131	F.A.S.T. 1 Sternal I/O System	134.57		281.60	10.00	134.57		281.60		
132	Fast Splint kits and Singles	9.66		192.30	10.00	9.66		192.30		
133	Fast Splint kits and Singles	128.79		157.00	10.00	128.79		157.00		
134	Fast Splint kits and Singles	33.91				33.91				
135	Fast Splint kits and Singles (Large)	28.16				28.16				
136	Fast Splint kits and Singles (Medium)	19.23				19.23				
137	Fast Splint kits and Singles (Small)	15.70				15.70				
138	Foil Baby Bunting	3.11				3.11				
139	Forceps—5 ½ curved Kelly	0.91				0.91				
140	No Letter Providednch Style Suction Catheter 8fr	0.17		8.50	50.00	0.17		8.50		
141	No Letter Providednch Style Suction Catheter 12fr	0.17		8.50	50.00	0.17		8.50		
142	No Letter Providednch Style Suction Catheter 16fr	0.17		8.50	50.00	0.17		8.50		
143	Gauze 3x3 sterile	0.06	2.83	67.92	1200.00	0.06	2.83	67.92		
144	Gauze 4x4 non-sterile	0.01	2.65	53.00	4000.00	0.01	2.65	53.00		
145	Gauze 4x4 non-sterile	0.02	3.21	64.20	4000.00	0.02	3.21	64.20		
146	Gauze 4x4 sterile	0.07	1.74	41.76	600.00	0.07	1.74	41.76		
147	Gauze 4x4 sterile	0.09	2.20	52.80	600.00	0.09	2.20	52.80		
148	Glucometer - Precision									
149	Glucometer - Precision Test Strips Box of 50	0.47	23.40	280.80	600.00	0.47	23.40	280.80		
150	Glucometer-Contour	0.01				0.01				
151	Glucometer-Contour Test Strips	0.40	20.00	480.00	1200.00	0.40	20.00	480.00		
152	Glucometer-No Letter Providedede Style Test Strips-Box of 100	0.41	41.47	248.82	600.00	0.41	41.47	248.82		
153	Graham Medical 170-500 Professional Towels	0.04		20.00	500.00	0.04		20.00		
154	Guedel Airway	0.45	4.50			0.45	4.50			
155	Guedel Airway	0.45	4.50			0.45	4.50			
156	Guedel Airway	0.45	4.50			0.45	4.50			
157	Guedel Airway	0.45	4.50			0.45	4.50			
158	Guedel Airway	0.49	4.90			0.49	4.90			
159	Guedel Airway	0.49	4.90			0.49	4.90			

	<b>MEDICATION or SUPPLY</b>	<b>FY 13 EACH</b>	<b>FY 13 BOX</b>	<b>FY 13 CASE</b>	<b>CASE QUANTITY</b>	<b>FY 14 Each</b>	<b>FY 14 Box</b>	<b>FY 14 Case</b>	<b>% change</b>	<b>letter #</b>
160	HeadBed II CID	4.00		400.00	100.00	4.00		400.00		
161	Head Immobilizer-Stay Blocks	4.15		124.50	30.00	4.15		124.50		
162	Health Protective Gowns	0.37	3.66	18.30	50.00	0.37	3.66	18.30		
163	Heat Packs 6"x9"	0.30		7.14	24.00	0.30		7.14		
164	Huber Needles	3.43		68.64	20.00	3.43		68.64		
165	Huber Needles	2.50		50.00	20.00	2.50		50.00		
166	Hudson Emergency Lifesaver Oral Airway	28.94				28.94				
167	Hudson Oral Airways Catheter Guide	1.30	13.00			1.30	13.00			
168	Hudson Oral Airways Catheter Guide	1.00	12.00	48.00	48.00	1.00	12.00	48.00		
169	Hudson Oral Airways Catheter Guide	1.00	12.00	48.00	48.00	1.00	12.00	48.00		
170	Hudson Oral Airways Catheter Guide	1.00	12.00	48.00	48.00	1.00	12.00	48.00		
171	Hudson Oral Airways Catheter Guide	1.00	12.00	48.00	48.00	1.00	12.00	48.00		
172	Hudson Oral Airways Catheter Guide	1.00	12.00	48.00	48.00	1.00	12.00	48.00		
173	Hydrogen Peroxide 3% 16oz bottle	0.88		10.56	12.00	0.88		10.56		
174	Hypodermic Needles 18ga x 1.5"	0.02	2.42	24.20	1000.00	0.02	2.42	24.20		
175	Hypodermic Needles 21ga x 1.5"	0.02	2.42	24.20	1000.00	0.02	2.42	24.20		
176	Infant NRB 02 Mask	1.24		62.00	50.00	1.24		62.00		
177	Infant O2 Mask -Simple-Partial	3.97				3.97				
178	Interlink System "T" connector Baxter	3.57	178.50	714.00	200.00	3.57	178.50	714.00		
179	Interlink System "T" connector Baxter	1.52	152.00			1.52	152.00			
180	Iron Duck Ultra Breathsaver	289.94				289.94				
181	IV Boards – pedi	0.70		35.00	50.00	0.70		35.00		
182	I-Gel Intubation	14.64		366.00	25.00	14.64		366.00		
183	I-Gel Intubation	14.64		366.00	25.00	14.64		366.00		
184	I-Gel Intubation	14.64		366.00	25.00	14.64		366.00		
185	IV Catheters Terumo 14ga	0.75	37.50	150.00	200.00	0.75	37.50	150.00		
186	IV Drip set 10gtts with 10 inch extension	4.12		206.00	50.00	4.12		206.00		
187	IV Drip Set	1.53		76.50	50.00	1.53		76.50		
188	IV Drip Set	1.71		85.50	50.00	1.71		85.50		
189	IV Drip Set (see comments)	5.64		270.72	48.00	5.64		270.72		
190	extension Set 10in 24hr w/removable bravo24 clamp rotating	1.37		68.50	50.00	1.37		68.50		
191	IV Flow Control Set 12in	4.09		245.40	60.00	4.09		245.40		
192	part Kits –includes tourniquet, alcohol prep, iodine prep, venipunct	1.00		100.00	100.00	1.00		100.00		
193	J&J Eye Pads (oval eye pads)	0.09	4.30	51.60	600.00	0.09	4.30	51.60		
194	Jamishidi Intraosseous needles – 15 G size	9.57		95.70	10.00	9.57		95.70		
195	KED-Kendrick extrication device	56.25				56.25				
196	Kendall Combitube-Rollup Kit	45.06		180.24	4.00	45.06		180.24		
197	Kendall Combitube-Rollup Kit	45.06		180.24	4.00	45.06		180.24		
198	Kendall Monoject 18 1 1/2 ga needle	0.06	5.92	59.20	1000.00	0.06	5.92	59.20		
199	Kendall Monoject 21 1 1/2 ga needle	0.06	5.92	59.20	1000.00	0.06	5.92	59.20		
200	Kerlix Sterile 4.5in x 4.1 yards	1.24		124.00	100.00	1.24		124.00		
201	Kid02's Pedi –Aerosol &O2 Delivery									
202	King Airway									
203	King Airway	29.40		147.00	5.00	29.40		147.00		
204	King Airway LT-D	29.20		146.00	5.00	29.20		146.00		
205	King Airway LT-D									
206	King Airway LT-D	29.20		146.00	5.00	29.20		146.00		

	<b>MEDICATION or SUPPLY</b>	<b>FY 13 EACH</b>	<b>FY 13 BOX</b>	<b>FY 13 CASE</b>	<b>CASE QUANTITY</b>	<b>FY 14 Each</b>	<b>FY 14 Box</b>	<b>FY 14 Case</b>	<b>% change</b>	<b>letter #</b>
207	King Airway LT-D									
208	King Airway LT-D	29.20		146.00	5.00	29.20		146.00		
209	King Airway LT-D									
210	King Airway LTS-D	31.20				31.20				
211	King Airway LTS-D	31.20				31.20				
212	King Airway LTS-D	31.20				31.20				
213	Kling 4"x 4.1yds roll (Dukal)	0.57		57.00	100.00	0.57		57.00		
214	KY Jelly or surgilube 3 gm packages	0.05	7.20	86.40	1728.00	0.05	7.20	86.40		
215	Laerdal Disposable Pocket Mask	5.34		53.40	10.00	5.34		53.40		
216	Lancets 21g (Haemolancet)	0.18	17.88			0.18	17.88			
217	Laryngoscope Handle-Standard Handle	7.64				7.64				
218	Laryngoscope Handle-Standard Handle	7.64				7.64				
219	LP-12/15 EKG Paper	1.72	8.62	172.40	100.00	1.72	8.62	172.40		
220	LSP Cuffed Mask for Nitronox									
221	LSP Cuffed Mask for Nitronox									
222	Lubricating Jelly	0.06	8.12	97.44	1728.00	0.07	9.72	116.64	16.46%	SPDI
223	MAD (Mucosal Atomization Device)	3.54		354.00	100.00	3.54		354.00		
224	MAD (Mucosal Atomization Device) with syringe	4.04		404.00	100.00	4.04		404.00		
225	Magill Forceps	3.66				3.66				
226	Magill Forceps-	2.75				2.75				
227	Mechanical Advantage Tourniquet	27.63	2763.00			27.63	2,763.00			
228	Meconium Aspirator	4.33	173.20			4.33	173.20			
229	MDI EMS Immobile-Vac Splint System	240.32				240.32				
230	Medline Yankauer Suction Tip with tubing	1.05		21.00	20.00	1.05		21.00		
231	Medline Yankauer Suction Tip without tubing	0.42		21.00	50.00	0.42		21.00		
232	Medline/Emergency Linen Quality fitted disposable cot sheet	0.77		38.64	50.00	0.77		38.64		
233	Medtronic or similar 100mm paper for									
234	Mega Mover	16.67		166.70	10.00	16.67		166.70		
235	Metrex Cavicide Disinfectant spray	8.25		99.00	12.00	8.25		99.00		
236	Metrex Vionex No-Rinse Hand Sanitizer	3.72		89.28	24.00	3.72		89.28		
237	Micro Flex Neopro ER Gloves-Extended Cuff	0.18	9.03	90.30	500.00	0.18	9.03	90.30		
238	Micro Flex Neopro ER Gloves-Extended Cuff	0.18	9.03	90.30	500.00	0.18	9.03	90.30		
239	Micro Flex Neopro ER Gloves-Extended Cuff	0.18	9.03	90.30	500.00	0.18	9.03	90.30		
240	Micro Flex Safe Grip Exam Gloves	0.21	10.63	106.30	500.00	0.21	10.63	106.30		
241	Micro Flex Safe Grip Exam Gloves	0.21	10.63	106.30	500.00	0.21	10.63	106.30		
242	Micro Flex Safe Grip Exam Gloves	0.21	10.63	106.30	500.00	0.21	10.63	106.30		
243	Micro Flex Safe Grip Exam Gloves	0.21	10.63	106.30	500.00	0.21	10.63	106.30		
244	Micro Flex Ultra 1 exam gloves-	0.21	10.40	104.00	500.00	0.21	10.40	104.00		
245	Micro Flex Ultra 1 exam gloves	0.21	10.40	104.00	500.00	0.21	10.40	104.00		
246	Micro Flex Ultra 1 exam gloves	0.21	10.40	104.00	500.00	0.21	10.40	104.00		
247	Micro Flex Ultra 1 exam gloves	0.21	10.40	104.00	500.00	0.21	10.40	104.00		
248	Micro Flex UltraSense EC Gloves	0.10	9.75	97.50	1000.00	0.10	9.75	97.50		
249	Micro Flex UltraSense EC Gloves	0.10	9.75	97.50	1000.00	0.10	9.75	97.50		
250	Micro Flex UltraSense EC Gloves	0.10	9.75	97.50	1000.00	0.10	9.75	97.50		
251	Micro Flex UltraSense EC Gloves	0.10	9.75	97.50	1000.00	0.10	9.75	97.50		
252	Micro Flex UltraSense EC Gloves	0.10	9.75	97.50	1000.00	0.10	9.75	97.50		
253	Micro Flex UltraSense EC Gloves	N/A				N/A				

	<b>MEDICATION or SUPPLY</b>	<b>FY 13 EACH</b>	<b>FY 13 BOX</b>	<b>FY 13 CASE</b>	<b>CASE QUANTITY</b>	<b>FY 14 Each</b>	<b>FY 14 Box</b>	<b>FY 14 Case</b>	<b>% change</b>	<b>letter #</b>
254	Mucosal Atomization Device with 3ml syringe	4.04		404.00	100.00	4.04		404.00		
255	Multi-Trauma Dressing	0.76		38.00	50.00	0.76		38.00		
256	N100 Mask Respirator	4.72	23.58	141.48	30.00	4.72	23.58	141.48		
257	N100 Mask Respirator	4.72	23.58	141.48	30.00	4.72	23.58	141.48		
258	N95 Particulate Masks	0.83	16.60	132.80	160.00	0.83	16.60	132.80		
259	N95 Particulate Masks	0.57	20.12	120.72	210.00	0.57	20.12	120.72		
260	N95 Particulate Masks	0.57	20.12	120.72	210.00	0.57	20.12	120.72		
261	N95 Particulate Masks	1.29				1.29				
262	N95 Particulate Masks	0.73	14.52	290.40	400.00	0.73	14.52	290.40		
263	N95 Particulate Mask with eye protection	0.52	18.20	109.20	210.00	0.52	18.20	109.20		
264	Nail Polish Remover	0.04	3.75	37.50	1000.00	0.04	3.75	37.50		
265	Nasal Cannula 02	0.27		13.50	50.00	0.27		13.50		
266	Nasal Cannula 02 Mask-Hudson #1104	0.32		16.00	50.00	0.32		16.00		
267	Nebulizer Adult Mask	0.55		27.50	50.00	0.55		27.50		
268	Nebulizer with Adult Mask	0.84		42.00	50.00	0.84		42.00		
269	Nebulizer with Child/Pedi Mask	0.85		42.50	50.00	0.85		42.50		
270	Nebulizer Pediatric Mask-with spike puppy mask	1.39		69.50	50.00	1.39		69.50		
271	Nebulizer Tee (CPAP)	0.38		19.00	50.00	0.38		19.00		
272	Nellcor Durasensor DS-100A	130.04				130.04				
273	Nellcor EC-4 Sensor Extension Cable	44.22				44.22				
274	Nellcor N-25 Pulse-Ox Probes	19.54		468.96	24.00	19.54		468.96		
275	Nellcor Ox sensor II D-20 Disposable Pedi Pulse Oximeter Probe	13.98		335.52	24.00	13.98		335.52		
276	Nellcor Ox sensor II D-25	14.58		349.92	24.00	14.58		349.92		
277	Nellcor OXI-A/N Adult/Neonatal Sensor	118.94				118.94				
278	Nellcor OXI-P/I Pediatric/Infant Sensor	121.92				121.92				
279	Newborn Insulating Material (Foil type)	3.11				3.11				
280	Nitrile Gloves Defender (100 box)	0.09	9.11	91.10	1000.00	0.09	9.11	91.10		
281	Nitrile Gloves Defender (100 box)	0.09	9.11	91.10	1000.00	0.09	9.11	91.10		
282	Nitrile Gloves Defender (100 box)	0.09	9.11	91.10	1000.00	0.09	9.11	91.10		
283	Nitrile Gloves Defender (100 box)	0.09	9.11	91.10	1000.00	0.09	9.11	91.10		
284	Nitrile Gloves Defender (100 box)	0.10	9.11	91.10	900.00	0.10	9.11	91.10		
285	Nitrile Gloves Defender (50 box)	0.15	7.57	75.70	500.00	0.15	7.57	75.70		
286	Nitrile Gloves Defender (50 box)	0.15	7.57	75.70	500.00	0.15	7.57	75.70		
287	Nitrile Gloves Defender (50 box)	0.15	7.57	75.70	500.00	0.15	7.57	75.70		
288	Nitrile Gloves Defender (50 box)	0.15	7.57	75.70	500.00	0.15	7.57	75.70		
289	Nitrile Safe Skin Purple Nitrile Extra Gloves	0.16	8.13	81.30	500.00	0.16	8.13	81.30		
290	Nitrile Safe Skin Purple Nitrile Extra Gloves	0.16	8.13	81.30	500.00	0.16	8.13	81.30		
291	Nitrile Safe Skin Purple Nitrile Extra Gloves	0.16	8.13	81.30	500.00	0.16	8.13	81.30		
292	Nitrile Safe Skin Purple Nitrile Gloves	0.16	8.13	81.30	500.00	0.16	8.13	81.30		
293	NRB 02 Mask (Partial)	0.71		35.50	50.00	0.71		35.50		
294	NRB 02 Mask (Partial)	0.71		35.50	50.00	0.71		35.50		
295	NRB 02 Mask (Total)	0.78		39.00	50.00	0.78		39.00		
296	NRB 02 Mask (Total)	1.12		56.00	50.00	1.12		56.00		
297	NRB 02 Mask - Hudson #1060 (Adult)	1.25		62.50	50.00	1.25		62.50		
298	OB Kit-Soft Pack-Sterile OB kit with Scissors									
299	OB-Kit Sealed Standard	4.85				4.85				
300	Occlusive Dressing 3"x9" Vaseline gauze	0.59	29.50	118.00	200.00	0.59	29.50	118.00		
301	Oral Airways Rusch Berman	0.14	7.00			0.14	7.00			
302	Oral Airways Rusch Berman	0.14	7.00			0.14	7.00			
303	Oral Airways Rusch Berman	0.14	7.00			0.14	7.00			

	<b>MEDICATION or SUPPLY</b>	<b>FY 13 EACH</b>	<b>FY 13 BOX</b>	<b>FY 13 CASE</b>	<b>CASE QUANTITY</b>	<b>FY 14 Each</b>	<b>FY 14 Box</b>	<b>FY 14 Case</b>	<b>% change</b>	<b>letter #</b>
304	Oral Airways Rusch Berman	0.14	7.00			0.14	7.00			
305	Oral Airways Rusch Berman	0.14	7.00			0.14	7.00			
306	Oral Airways Rusch Berman	0.14	7.00			0.14	7.00			
307	Oral Airways Rusch Berman	0.14	7.00			0.14	7.00			
308	PAWS Antimicrobial Wipes	0.04	4.15	41.50	1000.00	0.04	4.15	41.50		
309	Pedi Traction Splint -Hare/Ferno Trac	139.29				139.29				
310	PEEP-disposable valves	3.25		65.00	20.00	3.25		65.00		
		248.85				248.85				
311	Pelican Case-1500									
312	Pelican Case-1550	289.64				289.64				
313	Pelican Case-1500	181.10				186.54			2.92%	SPEL
314	Pelican 1500	122.00				122.00				
315	Penlight	0.60		180.00	300.00	0.60		180.00		
316	Peroxide 16oz bottle	0.88		10.56	12.00	0.88		10.56		
317	Philips Paper MRx paper	3.86	38.60	308.80	80.00	3.86	38.60	308.80		
318	Philips MRx Pads-Adult	19.81	198.10			19.81	198.10			
319	Philips Mrx Pads-Pedi	21.65	108.25			21.65	108.25			
320	Philips AED pads									
321	Pillow Cases	0.27		26.71	100.00	0.27		26.71		
322	Pillows	2.16		25.92	12.00	2.16		25.92		
323	Pillows Moisture Proof	2.43				2.43				
324	PMX -MX Pro Black Oxygen Regulator	58.44				58.44				
325	PMX-MX Pro Black Oxygen Regulator	63.64				63.64				
326	Prep Razors	0.34	17.00	85.00	250.00	0.34	17.00	85.00		
327	Pressure Infuser Bag	14.13		141.25	10.00	14.13		141.25		
328	Protective IV Cath 14ga	1.61	80.50	322.00	200.00	1.61	80.50	322.00		
329	Protective IV Cath 16ga	1.61	80.50	322.00	200.00	1.61	80.50	322.00		
330	Protective IV Cath 18ga	1.61	80.50	322.00	200.00	1.61	80.50	322.00		
331	Protective IV Cath 20ga	1.61	80.50	322.00	200.00	1.61	80.50	322.00		
332	Protective IV Cath 22ga	1.61	80.50	322.00	200.00	1.61	80.50	322.00		
333	Protective IV Cath 24ga	1.61	80.50	322.00	200.00	1.61	80.50	322.00		
334	Protective Plus IV Cath 14ga	1.69	84.50	338.00	200.00	1.69	84.50	338.00		
335	Protective Plus IV Cath 16ga	1.69	84.50	338.00	200.00	1.69	84.50	338.00		
336	Protective Plus IV Cath 18ga	1.69	84.50	338.00	200.00	1.69	84.50	338.00		
337	Protective Plus IV Cath 20ga	1.69	84.50	338.00	200.00	1.69	84.50	338.00		
338	Protective Plus IV Cath 22ga	1.69	84.50	338.00	200.00	1.69	84.50	338.00		
339	Protective Plus IV Cath 24ga	1.69	84.50	338.00	200.00	1.69	84.50	338.00		
340	Professional towels 1 case	0.04		20.00	500.00	0.04		20.00		
341	Pro-Splint Kit MedSpec	161.64				161.64				
342	Quick Trach System	128.57				128.57				
343	Quick Trach System	128.57				128.57				
344	Rescue pump refills/cartridges	7.31		73.10	10.00	7.31		73.10		
345	Ring Cutter and Replacement Blades	5.51				5.51				
346	Ring Cutter and Replacement Blades	1.34	5.36			1.34	5.36			
347	Roehampton Burn Sheets 66"x99" Sterile	5.49		131.76	24.00	5.49		131.76		
348	Roehampton Burn Sheets 66"x99" Sterile Linen	16.18		194.16	12.00	16.18		194.16		
349	Rusch - Lite Disposable Laryngoscope Blades	3.38				3.55			4.79%	STRU
350	Rusch - Lite Disposable Laryngoscope Blades	3.38				3.55			4.79%	STRU

	<b>MEDICATION or SUPPLY</b>	<b>FY 13 EACH</b>	<b>FY 13 BOX</b>	<b>FY 13 CASE</b>	<b>CASE QUANTITY</b>	<b>FY 14 Each</b>	<b>FY 14 Box</b>	<b>FY 14 Case</b>	<b>% change</b>	<b>letter #</b>
351	Rusch - Lite Disposable Laryngoscope Blades	3.38				3.55			4.79%	STRU
352	Rusch - Lite Disposable Laryngoscope Blades	3.38				3.55			4.79%	STRU
353	Rusch - Lite Disposable Laryngoscope Blades	3.38				3.55			4.79%	STRU
354	Rusch - Lite Disposable Laryngoscope Blades	3.38				3.55			4.79%	STRU
355	Rusch - Lite Disposable Laryngoscope Blades	3.38				3.55			4.79%	STRU
356	Rusch - Lite Disposable Laryngoscope Blades	3.38				3.55			4.79%	STRU
357	Rusch Flex-set ET Tubes	1.44	14.40	144.00	100.00	1.44	14.40	144.00		
358	Rusch Flex-set ET Tubes	1.44	14.40	144.00	100.00	1.44	14.40	144.00		
359	Rusch Flex-set ET Tubes	1.44	14.40	144.00	100.00	1.44	14.40	144.00		
360	Rusch Flex-set ET Tubes	1.44	14.40	144.00	100.00	1.44	14.40	144.00		
361	Rusch Flex-set ET Tubes	1.44	14.40	144.00	100.00	1.44	14.40	144.00		
362	Rusch Flex-set ET Tubes	1.44	14.40	144.00	100.00	1.44	14.40	144.00		
363	Rusch Flex-set ET Tubes	1.70	17.00	170.00	100.00	1.70	17.00	170.00		
364	Rusch Flex-set ET Tubes	1.70	17.00	170.00	100.00	1.70	17.00	170.00		
365	Rusch Flex-set ET Tubes	1.70	17.00	170.00	100.00	1.70	17.00	170.00		
366	Rusch Flex-set ET Tubes	1.70	17.00	170.00	100.00	1.70	17.00	170.00		
367	Rusch Flex-set ET Tubes	1.70	17.00	170.00	100.00	1.70	17.00	170.00		
368	Rusch Flex-set ET Tubes	1.70	17.00	170.00	100.00	1.70	17.00	170.00		
369	Rusch Flex-set ET Tubes	1.70	17.00	170.00	100.00	1.70	17.00	170.00		
370	Rusch Flex-set ET Tubes	1.70	17.00	170.00	100.00	1.70	17.00	170.00		
371	Rusch Flex-set ET Tubes	1.70	17.00	170.00	100.00	1.70	17.00	170.00		
372	Rusch Flex-set ET Tubes	1.70	17.00	170.00	100.00	1.70	17.00	170.00		
373	Rusch Nasopharyngeal Airway - Nasal Trumpet	2.27	22.70			2.27	22.70			
374	Rusch Nasopharyngeal Airway - Nasal Trumpet	2.06	20.60			2.06	20.60			
375	Rusch Nasopharyngeal Airway - Nasal Trumpet	2.06	20.60			2.06	20.60			
376	Rusch Nasopharyngeal Airway - Nasal Trumpet	2.06	20.60			2.06	20.60			
377	Rusch Nasopharyngeal Airway - Nasal Trumpet	1.92	19.20			1.92	19.20			
378	Rusch Nasopharyngeal Airway - Nasal Trumpet	1.92	19.20			1.92	19.20			
379	Rusch Nasopharyngeal Airway - Nasal Trumpet	1.92	19.20			1.92	19.20			
380	Rusch Nasopharyngeal Airway - Nasal Trumpet	1.92	19.20			1.92	19.20			
381	Rusch Nasopharyngeal Airway - Nasal Trumpet	1.92	19.20			1.92	19.20			
382	Rusch Nasopharyngeal Airway - Nasal Trumpet	1.92	19.20			1.92	19.20			
383	Rusch Nasopharyngeal Airway - Nasal Trumpet	1.92	19.20			1.92	19.20			
384	Rusch Nasopharyngeal Airway - Nasal Trumpet	1.92	19.20			1.92	19.20			
385	Rusch Nasopharyngeal Airway - Nasal Trumpet	1.92	19.20			1.92	19.20			
386	Rusch Non-Disposable Laryngoscope Blades	10.28				10.28			4.81%	STRU
387	Rusch Non-Disposable Laryngoscope Blades	10.28				10.80			4.81%	STRU
388	Rusch Non-Disposable Laryngoscope Blades	10.28				10.80			4.81%	STRU
389	Rusch Non-Disposable Laryngoscope Blades	10.28				10.80			4.81%	STRU
390	Rusch Non-Disposable Laryngoscope Blades	10.28				10.80			4.81%	STRU
391	Rusch Non-Disposable Laryngoscope Blades	10.28				10.80			4.81%	STRU
392	Rusch Non-Disposable Laryngoscope Blades	10.28				10.80			4.81%	STRU
393	Rusch Non-Disposable Laryngoscope Blades	10.28				10.80			4.81%	STRU
394	Rusch Non-Disposable Laryngoscope Blades	10.28				10.80			4.81%	STRU
395	Rusch Non-Disposable Laryngoscope Blades	10.28				10.80			4.81%	STRU
396	Rusch-Lite Disposable Laryngoscope Blades	10.28				10.80			4.81%	STRU
397	Safetec Antiseptic Bio hand cleaner	1.08		25.92	24.00	1.08		25.92		
398	Safety Goggles with clear lens	0.95	11.40			0.95	11.40			
399	Safety Goggles-Safety glasses	5.36	53.60			5.36	53.60			
400	Safe Seal Latex Gloves	0.22	11.08	110.80	500.00	0.22	11.08	110.80		
401	Safe Seal Latex Gloves	0.22	11.08	110.80	500.00	0.22	11.08	110.80		
402	Safe Seal Latex Gloves	0.22	11.08	110.80	500.00	0.22	11.08	110.80		

	<b>MEDICATION or SUPPLY</b>	<b>FY 13 EACH</b>	<b>FY 13 BOX</b>	<b>FY 13 CASE</b>	<b>CASE QUANTITY</b>	<b>FY 14 Each</b>	<b>FY 14 Box</b>	<b>FY 14 Case</b>	<b>% change</b>	<b>letter #</b>
403	Safe Seal Latex Gloves	0.22	11.08	110.80	500.00	0.22	11.08	110.80		
404	Safe Seal Latex Gloves	0.22	11.08	110.80	500.00	0.22	11.08	110.80		
405	Sam Seal	18.09	904.50			18.09	904.50			
	Sam Seal Non Vented	22.46	1123.00			22.46	1,123.00			
406	Sam Splint (Flex All Splint)	5.28				5.28				
407	Sam Splint	6.34		380.40	60.00	6.34		380.40		
408	Sam Splint Pelvic Immobilizer	57.46				57.46				
409	Sharps Shuttle	1.55		1.55	24.00	1.55		1.55		
410	Silver Swaddler Griptight Newborn Blanket	2.97				2.97				
411	Slick Set ET Tubes	3.94	39.40			3.94	39.40			
412	Slick Set ET Tubes	3.94	39.40			3.94	39.40			
413	Slick Set ET Tubes	3.94	39.40			3.94	39.40			
414	Slick Set ET Tubes	3.94	39.40			3.94	39.40			
415	Slick Set ET Tubes	3.94	39.40			3.94	39.40			
416	Slick Set ET Tubes	3.94	39.40			3.94	39.40			
417	Slick Set ET Tubes	3.94	39.40			3.94	39.40			
	Slick Set ET Tubes	4.46	4.46			4.46	4.46			
	Slick Set ET Tubes	4.46	44.60			4.46	44.60			
418	Slick Set ET Tubes	4.46	44.60			4.46	44.60			
419	Slick Set ET Tubes	4.46	44.60			4.46	44.60			
420	Slick Set ET Tubes	4.46	44.60			4.46	44.60			
421	Slick Set ET Tubes	4.46	44.60			4.46	44.60			
422	Slick Set ET Tubes	4.46	44.60			4.46	44.60			
423	Slick Set ET Tubes	4.46	44.60			4.46	44.60			
424	Slick Set ET Tubes	4.46	44.60			4.46	44.60			
425	Slick Set ET Tubes	4.46	44.60			4.46	44.60			
426	Sodium Chloride 0.9% for Irrigation 250ml	0.85		30.60	36.00	0.85		30.60		
427	Soft pack OB Kit									
	3M Blade Model 9660	3.98		199.00	50.00	3.98		199.00		
428	Splint 15" padded board splint	2.04		306.00	150.00	2.10		315.00	2.86%	SDMS
429	Splint 18" padded disposable cardboard	1.26		31.50	25.00	1.26		31.50		
430	Splint 18" padded	3.24				3.24				
431	Splint 24" padded board splint	3.48				3.48				
432	Splint 36" disposable cardboard leg/ankle splint 34"	2.39		117.11	49.00	2.39		117.11		
433	Splint 36" padded board splint	3.64		273.00	75.00	3.65		273.75	0.27%	SDMS
434	S-Scort III Portable Suction Unit (complete)	506.10				506.10				
435	S-Scort III Replacement Battery	32.05				32.05				
436	S-Scort 9	730.00				730.00				
437	S-Scort Model 2310	945.00				945.00				
438	S-Scort Model 2310	N/A				N/A				
439	S-Scort Model 2310	N/A				N/A				
440	S-Scort Model 2310	720.21				738.84			2.52%	SSCO
441	Stat Pads II (AED Plus)	51.07				51.07				
442	Stat Pads II (AED Plus)	114.12				114.12				
443	Stethoscope - Adscope 609	12.61				12.61				
444	Stethoscope	68.54				74.78			8.34%	No Letter Provided

	MEDICATION or SUPPLY	FY 13 EACH	FY 13 BOX	FY 13 CASE	CASE QUANTITY	FY 14 Each	FY 14 Box	FY 14 Case	% change	letter #
445	Sterile Gloves (non-latex)	1.05	26.25	105.00	100.00	1.05	26.25	105.00		
446	Sterile Gloves (non-latex)	1.05	26.25	105.00	100.00	1.05	26.25	105.00		
447	Sterile Gloves (non-latex)	1.05	26.25	105.00	100.00	1.05	26.25	105.00		
448	Sterile Gloves (non-latex)	3.79		189.64	50.00	3.79		189.64		
449	Sterile Gloves (non-latex)	3.57		178.64	50.00	3.57		178.64		
450	Stylette 14 No Letter Providednch for use with 7mm-10mm ET	1.60		32.00	20.00	1.60		32.00		
451	Suction Bulb	0.60		30.00	50.00	0.60		30.00		
452	Suction Cath 10fr	0.35		17.50	50.00	0.35		17.50		
453	Suction Cather Set (BIG YANK)	10.48			10.00	10.48				
454	Suction Easy Disp. Suction unit with adapter and catheter	23.67				23.67				
455	Suction Tip Big Stick	1.50		75.00	50.00	1.50		75.00		
456	Suction Tubing 9/32 -6ft	0.95		47.50	50.00	0.95		47.50		
457	Sun-Med Green Line D (Medium)	35.12				35.12				
458	Sun-Med Green Line D (Medium)	35.12				35.12				
459	Sun-Med Green Line D (Medium)	35.12				35.12				
460	Sun-Med Green Line D (Medium)	35.12				35.12				
461	Sun-Med Green Line D (Medium)	35.12				35.12				
462	Sun-Med Green Line D (Medium)	35.12				35.12				
463	Sun-Med Green Line D (Medium)	35.12				35.12				
464	Sun-Med Green Line D (Medium)	35.12				35.12				
465	Sun-Med Green Line D	N/A				N/A				
466	Sun-Med Green Line D Figer Optic Disposable Blade	52.25				52.25				
467	un-Med Green Line D Fiber Optic Disposable Blade (Medium	3.70		74.00	20.00	3.70		74.00		
468	un-Med Green Line D Fiber Optic Disposable Blade (Medium	3.70		74.00	20.00	3.70		74.00		
469	un-Med Green Line D Fiber Optic Disposable Blade (Medium	3.70		74.00	20.00	3.70		74.00		
470	un-Med Green Line D Fiber Optic Disposable Blade (Medium	3.70		74.00	20.00	3.70		74.00		
471	un-Med Green Line D Fiber Optic Disposable Blade (Medium	3.70		74.00	20.00	3.70		74.00		
472	un-Med Green Line D Fiber Optic Disposable Blade (Medium	3.70		74.00	20.00	3.70		74.00		
473	un-Med Green Line D Fiber Optic Disposable Blade (Medium	3.70		74.00	20.00	3.70		74.00		
474	Green Line D Fiber Optic Disposable Blade (Generic)	3.29		65.80	20.00	3.46		69.20	4.91%	STRU
475	Green Line D Fiber Optic Disposable Blade (Generic)	3.29		65.80	20.00	3.46		69.20	4.91%	STRU
476	Green Line D Fiber Optic Disposable Blade (Generic)	3.29		65.80	20.00	3.46		69.20	4.91%	STRU
477	Green Line D Fiber Optic Disposable Blade (Generic)	3.29		65.80	20.00	3.46		69.20	4.91%	STRU
478	Green Line D Fiber Optic Disposable Blade (Generic)	3.29		65.80	20.00	3.46		69.20	4.91%	STRU
479	Green Line D Fiber Optic Disposable Blade (Generic)	3.29		65.80	20.00	3.46		69.20	4.91%	STRU
480	Green Line D Fiber Optic Disposable Blade (Generic)	3.29		65.80	20.00	3.46		69.20	4.91%	STRU
481	Sun-Med Green Line Fiber optics Handle (Medium)	39.24				39.24				
482	Surgical Dressing 5x9 sterile gauze	0.10	2.55	40.80	400.00	0.10	2.55	40.80		
483	Surgical Dressing 8x10 sterile gauze	0.17	3.35	53.60	320.00	0.17	3.35	53.60		
484	Surgical Hair Clipper (3M) Disposable Shaver Head	56.84				56.84				
485	Surgical Hair Clipper 3M (9661) with charger	112.56				112.56				
486	Surgical Hair Clipper Charger	56.84				56.84				
487	Syringe 10cc luer lock without needle	0.11	11.44	91.52	800.00	0.11	11.44	91.52		
488	Syringe 10cc luer tip with needle	0.17	16.50	132.00	800.00	0.17	16.50	132.00		
489	Syringe 10cc with needle	N/A				N/A				
490	Syringe 1cc TB with needle	0.24	23.54			0.24	23.54			
491	Syringe 1cc-TB syringe	0.09	9.00	144.00	1600.00	0.09	9.00	144.00		
492	Syringe 35cc luer lock without needle	0.39	19.50	97.50	250.00	0.39	19.50	97.50		
493	Syringe 3cc luer lock without needle	0.05	5.00	120.00	2400.00	0.05	5.00	120.00		
494	Syringe 3cc with 21 gauge needle	0.08	7.50	120.00	1600.00	0.08	7.50	120.00		
495	Syringe 5cc luer lock without needle	0.08	8.00	160.00	2000.00	0.08	8.00	160.00		
496	Syringe 5cc luer tip with needle (bid only with 21ga needle)	0.59	29.64	237.12	400.00	0.59	29.64	237.12		

	<b>MEDICATION or SUPPLY</b>	<b>FY 13 EACH</b>	<b>FY 13 BOX</b>	<b>FY 13 CASE</b>	<b>CASE QUANTITY</b>	<b>FY 14 Each</b>	<b>FY 14 Box</b>	<b>FY 14 Case</b>	<b>% change</b>	<b>letter #</b>
497	Syringe 5cc with needle	N/A				N/A				
498	Syringe 60cc luer slip without needle	0.42	10.54	63.24	150.00	0.42	10.54	63.24		
499	System 5 B/P Cuff Kit (ADC)	98.25				98.25				
500	Fluid Shield Surgical Masks with face shield- slip over the ea	0.55	13.72	109.76	200.00	0.55	13.72	109.76		
501	Tegaderm IV Dressing 3m	0.31	30.95	123.80	400.00	0.31	30.95	123.80		
502	Temp Probe Covers (Welch Allyn Sure Temp)	0.04	1.02	40.80	1000.00	0.04	1.02	40.80		
503	Therma Scan- Protective covers	0.07	13.33	53.32	800.00	0.07	13.33	53.32		
504	an Thermometer –electronic digital type handheld with all a	174.99				174.99				
505	Thermometer-Welch Allyn Sure Temp 690	258.12				258.12				
506	Thomas ST-ET Tube Stabilizer	2.53		253.00	100.00	2.53		253.00		
507	Thomas ST-ET Tube Stabilizer	2.53		253.00	100.00	2.53		253.00		
508	TigerStraps	34.12	68.23			34.12	68.23			
509	Tourniquet Latex No Letter Provided 3/4 x 19	6.55	32.75	131.00	20.00	6.55	32.75	131.00		
510	Tracheostomy O2 Mask	1.32		66.00	50.00	1.32		66.00		
511	Traction Splint	240.64				240.64				
512	Traction Splint	259.30				272.09			4.70%	SMIN
513	Traction Splint	139.29				139.29				
514	Traction Splint	139.29				139.29				
515	Trauma Dressing 10X30	0.76		38.00	50.00	0.76		38.00		
516	Triage Tags (Std Field Tag)	0.76	38.00			0.76	38.00			
517	Triangular Bandages Jumbo	0.26		62.40	240.00	0.26		62.40		
518	Unistick Safety Lancet (100 box)	0.21	20.57			0.21	20.57			
519	Urinal – disposable	0.44		22.00	50.00	0.85		42.50	48.24%	SMED
520	Utility Blanket 60x90	4.85		38.80	8.00	4.85		38.80		
521	Vacuum Mattress (Pediatric)	169.64				169.64				
522	Vacuum Mattress Deluxe (Large)	749.69				766.56			2.20%	SHAR
523	Vacuum Mattress Strap	32.46				32.46				
524	Vacuum Mattress with Pump (Pediatric)	135.64				135.64				
525	Ventilation circuit	4.98		74.70	15.00	4.98		74.70		
526	V-Vac Adapter Tips	5.39	21.54			5.39	21.54			
527	V-Vac Replacement Cartridge	16.55		1324.00	80.00	16.55		1,324.00		
528	V-Vac Suction Catheters	2.54	10.15			2.54	10.15			
529	V-Vac Suction Kit	67.17		1007.55	15.00	67.17		1,007.55		
530	Whistle tip Suction Catheter	0.17		8.50	50.00	0.17		8.50		
531	Whistle tip Suction Catheter	0.17		8.50	50.00	0.17		8.50		
532	Yankauer-Suction tip	0.45		22.50	50.00	0.45		22.50		
533	Yankauer – suction catheter w/control vent and tubing	1.05		21.00	20.00	1.05		21.00		
534	Zoll 1400/1800 M-Series Battery									
535	Zoll M Series EKG Paper									
536	Zoll M Series EKG Paper									
537	Zoll Multi-Function Electrodes									
538	Zoll Multi-Function Electrodes									
539	Zoll Pacing Pads									
540	Zoll Pacing Pads									

	<b>MEDICATION or SUPPLY</b>	<b>FY 13 EACH</b>	<b>FY 13 BOX</b>	<b>FY 13 CASE</b>	<b>CASE QUANTITY</b>	<b>FY 14 Each</b>	<b>FY 14 Box</b>	<b>FY 14 Case</b>	<b>% change</b>	<b>letter #</b>
541	Zoll Pedi Padz (Electrodes Multi-Function)									
542	Zoll Peds/Adult Airway Adapter									
543	Zoll Stat-Padz Adult									

### Cedar Hill Renewal Letter Key

Letter Ref #	Mfgr.	Notes	
MH1	HOSPIRA		13-Feb
MH2	HOSPIRA		13-Jul
MH3	HOSPIRA		14-Jan
DEY	DEY LABS		13-Nov
DEY1	DEY LABS		13-Jul
MC1	CAPITAL WHOLESAL		13-Jan
MW1	WESTWARD	MULTI DATES	
MC2	CAPITAL WHOLESAL		13-Apr
SALL	ALLIED		13-Feb
SAMB	AMBU		13-Jan
SCOK	COOK		13-Jan
SDMS	DMS		13-Sep
SHAR	HARTWELL		13-Jan
SMED	MEDICAL ACTION IND		13-Nov
SMIN	MINTO		13-Mar
SPDI	PDI		13-Jan
SPEL	PELICAN		13-Jan
SSCO	SSCOR		13-Dec
STRU	TRUPHATEK		13-Feb

SALL



1720 Sublette Ave.  
St. Louis, Mo. 63110  
314-268-1605  
workest@alliedhpi.com

February 1, 2013

*Price Notification 2013*

Dear Customer:

As you are aware of, prices for raw materials are constantly changing. Since 2008, Allied Healthcare has absorbed these costs. With this in mind, Allied Healthcare has found it necessary to update our pricing as of April 1, 2013.

Of the 344 parts listed to Boundtree the price updates range from -45.31% to 63.47% of which 153 total end items have no change.

Allied Healthcare has reviewed this pricing carefully to ensure we provide you with quality product at competitive market pricing.

We would like to take this opportunity to thank you for your continued support and assure you that we are working hard to serve your needs for quality medical products.

Please mark your records accordingly.

Sincerely,

Terri A. Workes  
Contract Administration Supervisor

SAMB



Ambu Inc.  
6740 Baymeadow Drive  
Glen Burnie, MD 21060  
P. 800-262-8462  
F. 800-262-8673  
[www.ambu.com](http://www.ambu.com)

November 1, 2012

**Re: Ambu Price Increase Effective January 1, 2013**

Dear Valued Customer,

Due to increased shipping cost as well as general product cost increase it has become necessary to increase our prices offered to you.

The price increase of 3.8% will be applied to all products effective January 1, 2013.

We thank you for your continued support of Ambu and can assure you we will continue to manufacture the highest valued healthcare products on the market. Please do not hesitate to contact us should you have any questions.

Sincerely,

Allan Jensen  
VP Sales  
Ambu Inc.  
[atj@ambu.com](mailto:atj@ambu.com)

MC1

Analy\$ource® Monthly

## WAC Unit Pricing History

GLUCAGEN - 55390-0004-01

Effective Date	Percent Change
11/1/2000	4.0035
4/4/2005	9.2620
1/1/2007	7.6923
4/1/2010	14.2857
4/1/2011	12.5000
10/1/2011	11.1111
12/21/2012	10.0000
12/2/2013	8.1818

## Product Detail

NDC	55390-0004-01
Brand Name	GLUCAGEN
Generic Name	GLUCAGON,HUMAN RECOMBINANT
Label Name	GLUCAGEN 1 MG VIAL
Labeler Name	BEDFORD LABS
Dosage Form	VIAL (EA)
Strength	1 mg/mL
Package Size	1.000
Repackaged Indicator	N
Package Description	VIAL
Case Pack	1
Rx/OTC Indicator	RX
GCN Seq Number	66517
Orange Book Code	ZC
USC #	78800
Therapeutic Class	ALL OTHER MISCELLANEOUS DRUGS, ETHICAL
Generic Price Spread Indicator	
Generic Therapeutic Drug Indicator	Single source
Generic Price Indicator	
Additional Descriptor	W/DILUENT
Route of Administration	INJECTION
Previous NDC	
Replacement NDC	
Federal DEA Code	No Control
Innovator Indicator	Yes
Private Labeler Indicator	All Others
Drug Category	DIAGNOSTICS
Unit of Use	Non Unit of Use Products
Date Added to the Database	09 1999

SCOK



COOK INCORPORATED  
750 DANIELS WAY, P.O. BOX 489  
BLOOMINGTON, IN 47402-0489 U.S.A.  
PHONE: 812.339.2235 TOLL FREE: 800.457.4500  
WWW.COOKMEDICAL.COM

To: Bound Tree Medical, LLC  
Account: C11108  
From: Cook Medical Incorporated

DECEMBER 1, 2012

Dear Valued Customer:

We greatly appreciate your business and will always make an effort to find ways to continue to provide you with the highest quality products and customer service at the best possible pricing. Unfortunately due to the continual increases in transportation costs, labor, and raw materials, effective January 1, 2013, Cook Medical Incorporated needed to pass along to Bound Tree Medical a nominal price increase of approximately 2.97 – 11.11%, on several items. We appreciate your continued interest in Cook products. Please note List Price is good for one year starting on 1/1 and ending on 12/31 of a given year, at which time the prices can be subject to change. If you should have any questions, please feel free to contact Sales Operations at 866-807-7684 and select option #5 to speak with a Pricing Team member.

Sincerely,

COOK MEDICAL INCORPORATED

Rocky Lynch

Sales Operations

# **DMS**

**Dick Medical Supply**

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August 30, 2013

Dear Dick Medical Customer,

In the effort to partially alleviate raw material increases over the past 5 years, a 3 to 5 percent price revision will be implemented effective September 16, 2013. Despite only our second price increase in 10 years, DMS will remain steadfast in avoiding such increases, yet remain a viable and profitable company.

It is also important to note several high volume products have been substantially lowered. Kindly review the enclosed pricelist.

Your continued support, cooperation and understanding are deeply appreciated.

Sincerely,

**David Dick**  
CEO

---

**670 Marion Road Columbus, Ohio 43207 (614) 444-2300 Office (614) 444-2301 Fax**

*Proud Manufacturer in the USA!*

MC2

Fresenius Abraxis  
Magnesium Sulfate

**WAC Unit Pricing History**  
MAGNESIUM SULFATE - 63323-0064-02

Effective Date	Change	Percent Change
9/1/1990	N/A	N/A
8/1/1993	\$ 0.10500	24.7060
12/5/1994	\$ -0.10500	(19.8110)
1/7/1999	N/A	N/A
4/4/2013	\$ 0.10500	24.7059

**WAC Unit Pricing History**  
MAGNESIUM SULFATE - 63323-0064-10

Effective Date	Change	Percent Change
6/1/1992	N/A	N/A
1/14/1999	N/A	N/A
4/4/2013	\$ 0.02700	25.4717

SHAR

## **HARTWELL MEDICAL**

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*Creating Quality Products for Life*

January 1, 2013

Dear Valued Customer:

We greatly appreciate your business and will continue to provide you with innovative emergency care products of the highest quality at a competitive price. Unfortunately, due to increases in transportation and operating costs, labor and raw materials, effective January 1, 2013, Hartwell Medical needed to pass along to Bound Tree Medical a nominal price increase of approximately 1% to 8.5% on several items.

Thank you for your understanding.

Best regards,



Gary R. Williams  
President and CEO

SMED



**Medical Action**  
INDUSTRIES INC.

500 Expressway Drive South, NY 12717  
Phone: 631.231.4600  
Fax: 631.404.3899  
[www.medical-action.com](http://www.medical-action.com)

November 22, 2013

*Re: January 1, 2014 Price Changes*

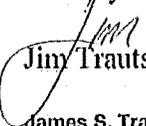
Dear Valued Customer,

On behalf of Medical Action Industries Inc., and the PROcure Division, attached are some minor adjustments to your product pricing effective January 1, 2014. The Price List file includes a comprehensive listing of all of your items on one tab, labeled 2014 Complete Price File, and the items that have had a price change on the second tab, labeled 2014 Price Changes.

We continually look for ways to maximize efficiency and manage costs in all areas so that there will be minimum impact to you, our valued customer. Once again, we have kept the number of price changes to an absolute minimum.

Medical Action / PROcure remains dedicated to providing our customers with cost effective, high quality products and services. We look forward to continuing to exceed your expectations. Please contact me, or our customer service department, at (800) 645-7042 / [cs@medical-action.com](mailto:cs@medical-action.com) if you have any questions regarding the 2014 price changes.

Thank you for your business!

  
Jim Trautschold

James S. Trautschold  
Senior Director

PROcure -- A Division of



**Medical Action**  
INDUSTRIES INC.

Right From the Beginning

P.O. Box 228  
209 Medegen Drive  
Gallaway, TN 38036  
[Jim.Trautschold@medical-action.com](mailto:Jim.Trautschold@medical-action.com)  
Direct: 901.867.4250  
Cell: 901.484.5042  
Fax: 901-867-4280

Right, From the Beginning.



SMIN



leaders in the development of quality EMS products

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20270 Charlanne Drive  
Redding, California  
USA, 96002-9223

Telephone: 530.222.2373  
Fax: 530.222.0679  
Toll Free: 1.800.642.6468  
Email: MINTORD@aol.com

**From:** Anne Borschneck  
**Sent:** Sunday, February 17, 2013 2:48 PM  
**To:** Love, Andrew, Bound Tree Medical LLC  
**Subject:** Minto Research & Development, Inc. Price Increase Notice  
**Importance:** High

Ref.: Price Increase Notice 2013, Bound Tree Medical, LLC, Tri-Anim, EMP (Emergency Medical Products, WI).

Dear Valued Minto Distributor,

Minto Research & Development, Inc. has worked diligently over the course of the past couple of years to keep our overall prices unchanged. Unfortunately, the rising cost of raw materials has ultimately forced us to apply a 5% price increase to our entire product line. The new price list (Exhibit D, of the Minto Distributor Agreement) will take effect March 31, 2013. Please note that any orders placed on or after March 31, 2013 will be priced according to the new revised rates. Thank you for your continued support – we truly value your business.

Feel free to contact Minto should you have any questions or require more information. Please distribute this notice to your appropriate departments.

Sincerely,

A handwritten signature in cursive script that reads "Anne L. Borschneck".

Anne L. Borschneck President  
Minto Research & Development, Inc.

Attachments: 2013 Minto Research & Development, Inc. Exhibit D Price list (Excel)



easy on you, easy on your patient

[www.sagersplints.com](http://www.sagersplints.com)



Two Nice-Pak Park  
Orangeburg, New York 10962  
P 845.365.1700  
pdipdi.com

September 28, 2012

Dear Valued PDI Customer:

PDI is committed to helping you create an environment in which it is possible to achieve and maintain zero healthcare-associated infections. We do this by offering you infection prevention products, technical assistance, education and clinical support to help reduce infection rates and associated costs.

We would like to take this opportunity to thank you for your continued support and business this past year. Effective January 1, 2013, PDI will be issuing a new updated distributor price list. This new price list provides product packaging, tier and pallet information for more efficient order placement.

In our continuous focus on process improvement in operational and supply chain efficiencies we have completed a major sku rationalization initiative to reduce the number of non-relevant skus (See chart on second page). In addition, due to increasing operational and raw material costs, we are forced to pass along a price adjustment on select commodity products.

**Please note: PDI will not accept orders in excess of your monthly average order pattern history, for those items that have a price increase.**

In 2013 PDI will continue to bring you new, innovative infection prevention solutions and products to address your needs for Environmental Hygiene/Surface Disinfection, Skin Antisepsis, Hand Hygiene and Patient Care.

Again, we thank you for your partnership, business and continued support.

A handwritten signature in black ink, appearing to read 'Joann Reilly', written in a cursive style.

Joann Reilly  
Senior Director of Channel Marketing

Attachment: 2013 Distributor Price List

SPEL



23215 Early Avenue, Torrance, CA 90505  
T. 310.326.4700 F. 310.326.3311 Toll Free 800.473.5422  
[www.pelican.com](http://www.pelican.com)

Dear Customer,

As 2012 rapidly draws to a close, there have been many triumphs and challenges but we're happy to report that we are gaining momentum in new markets and product offerings and are on track for a great 2013. A highlight of this past year was the introduction of Pelican ProGear™, which features new product lines such as Urban/Sport Backpacks and Coolers (see below for the MAP policy and updated MAP pricing). We are happy to report that with the success of these new lines, we have many more new products in the pipeline for launch in 2013.

Please be advised that with world and domestic events unfolding as they have, costs continue to increase and, as a result, we are implementing a modest price increase on most items for 2013. However, with the new momentum gained in 2012, we're extremely confident that this coming year will be a banner year for our partnership and we look forward to working with you to capitalize on even greater opportunities.

Best Regards,

**Stephan Corti**

Senior Vice President of Worldwide Sales  
23215 Early Avenue, Torrance, CA 90505  
Tel: 310.326.4700 | Toll free: 800.473.5422  
[stephan.corti@pelican.com](mailto:stephan.corti@pelican.com) | [www.pelican.com](http://www.pelican.com)

**Pelican Products, Inc.**

Pelican Cases | Pelican Storm Cases | Pelican-Hardigg Cases | Pelican Advanced Lighting Systems



**SSCOR, INC.**

[www.sscor.com](http://www.sscor.com)

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Friday, December 13, 2013

Peg Dozier  
Bound Tree Medical |EMS Product Marketing  
Product Marketing Program Administrator  
5000 Tuttle Crossing Blvd  
Dublin, OH 43016

Dear Peg,

Attached is the SSCOR 2014 price list. We are very pleased to be able to again hold the price of many of our best selling products and announce only minor increases between 2% and 4.33%, in the dealer cost of several others.

We appreciate your support and will continue our efforts to control costs while providing you the highest quality medical aspirators.

Thank you and best regards,



**Sam D. Say**  
**President/CEO**  
**SSCOR, Inc.**

[www.sscor.com](http://www.sscor.com)

p 818-504-4054

f 818-504-6032

[samdsay@sscor.com](mailto:samdsay@sscor.com)

*Clearing The Airway Is Our #1 Priority*



February 19, 2013

Bound Tree Medical LLC  
5000 Tuttle Crossing Blvd  
Dublin, OH 43016

Dear Valued Customer,

As you are aware, prices for raw materials, transportation and services are constantly increasing. For the past few years, Truphatek has absorbed these costs. However, effective January 1, 2013, we needed to initiate a price increase for Bound Tree Medical, of 5%.

We are continually developing and bringing new products to the market and that this year you look forward to introducing them to Truflex, our novel flexible stylet that is causing quite an interest in EMS circles in Europe and has recently been listed by NATO for uses by its forces.

We greatly appreciate your business and will always make an effort to find ways to continue to provide you with the highest quality products and customer service at the best possible pricing.

Sincerely,

A handwritten signature in cursive script that reads 'Tracy Banning'.

Tracy Banning  
Business Development Manager

Truphatek, Inc  
Tracy Banning  
100 E Broadway, Suite B  
Ashland, MO 65010  
T: 573-657-0907  
F: 573-657-0908  
tbanning@truphatek.com  
www.truphatek.com



**Bound Tree Medical**  
**Direct Price Changes**

<b>NDC#</b>	<b>Product Description</b>	<b>Effective Date</b>	<b>Increase rate</b>
0143-9875-10	AMIODARONE INJ 150 MG/3 ML case of 10	5/3/2013	25.00%
641600010	ATIVAN 20MG/10ML VIAL X 10	5/3/2013	20.30%
641600125	ATIVAN 2MG/ML VIAL X 25	5/3/2013	10.23%
641600210	ATIVAN 40MG/10ML VIAL X 10	5/3/2013	10.23%
641600325	ATIVAN 4MG/ML VIAL X 25	5/3/2013	10.21%
641600610	ATROPINE 8MG/20ML VIAL X 10	7/1/2013	61.08%
0143-9729-05	Benztropine Mesylate Inj 2mg/2ml-5amp/pk	5/3/2013	32.00%
641600810	BUMETANIDE 1MG/4ML VIAL X 10	5/3/2013	33.54%
641600710	BUMETANIDE 2.5MG/10ML VIAL X 10	5/3/2013	33.45%
0143-9983-03	CEFAZOLIN 10G PHARM BULK PACK case of 10	5/3/2013	26.51%
0143-9924-90	CEFAZOLIN INJECT 1G/10ML case of 25	5/3/2013	10.73%
0143-9935-91	CEFOTAXIME SOD. INJ-10g/100ml VIAL 1/cs	5/3/2013	16.94%
0143-9876-10	CEFOXITIN INJ 10 g VIAL 10/CS	5/3/2013	8.56%
0143-9878-25	CEFOXITIN INJ 1G - case of 25	5/3/2013	130.33%
0143-9877-25	CEFOXITIN INJ 2 G - case of 25	5/3/2013	102.75%
0143-9857-25	CEFTRIAZONE INJ 1G/10ML case of 25	5/3/2013	36.53%
0143-9977-22	CEFUROXIME INJECT 1.5g/20ML-Case of 25	5/3/2013	22.28%
641139735	CHLORPROMAZINE 25MG/ML AMPUL X 25	6/18/2013	58.40%
641139835	CHLORPROMAZINE 50MG/2ML AMPUL X 25	6/18/2013	58.65%
0143-9724-01	CLONIDINE INJ 1 MG/10 ML VIAL	5/3/2013	43.53%
0143-9723-01	CLONIDINE INJ 5 MG/10 ML VIAL	5/3/2013	40.72%
641036725	DEXAMETHASONE 10MG/ML VIAL X 25	5/3/2013	24.75%
641141035	DIGOXIN 500MCG/2ML AMPUL X 25	6/18/2013	194.93%
641601310	DILTIAZEM 25MG/5ML VIAL X 10	5/3/2013	3.02%
641601410	DILTIAZEM 50MG/10ML VIAL X 10	5/3/2013	14.74%
641037625	DIPHENHYDRAMINE 50MG/ML VIAL X 25	5/3/2013	20.69%
0143-9787-10	ENALAPRILAT INJ 1.25MG/ML CS/10	5/3/2013	93.66%
0143-9786-10	ENALAPRILAT INJ 2.5MG/ 2 ML CS/10	5/3/2013	65.31%
641602110	FAMOTIDINE 200MG/20ML VIAL X 10	5/3/2013	36.51%
641602225	FAMOTIDINE 20MG/2ML VIAL X 25	5/3/2013	34.56%
641602325	FAMOTIDINE 40MG/4ML VIAL X 25	5/3/2013	3.66%
641602925	FENTANYL 1000MCG/20 ML VIAL X 25	6/18/2013	75.23%
641602605	FENTANYL 1000MCG/20ML AMPUL X 5	6/18/2013	72.00%
641602410	FENTANYL 100MCG/2ML AMPUL X 10	6/18/2013	36.57%
641602725	FENTANYL 100MCG/2ML VIAL X 25	6/18/2013	43.39%
641603001	FENTANYL 2500MCG/50ML VIAL X 1	6/18/2013	102.53%
641602510	FENTANYL 250MCG/5ML AMPUL X 10	6/18/2013	61.13%
641602825	FENTANYL 250MCG/5ML VIAL X 25	6/18/2013	69.45%
0143-9899-91	Fluconazole inj 200mg/100ml- case of 6	5/3/2013	318.71%
641603110	FLUMAZENIL 0.5MG/5ML VIAL X 10	5/3/2013	63.54%



**WEST-WARD**  
PHARMACEUTICALS

**Bound Tree Medical**  
**Direct Price Changes**

<b>NDC#</b>	<b>Product Description</b>	<b>Effective Date</b>	<b>Increase rate</b>
641603210	FLUMAZENIL 1MG/10ML VIAL X 10	5/3/2013	7.89%
0143-9784-10	FLUMAZENIL INJ 0.5MG/5ML CS/10	5/3/2013	76.82%
0143-9783-10	FLUMAZENIL INJ 1MG/10ML - CS/10	5/3/2013	36.05%
0143-9130-60	Gemfibrozil Tabs 600mg- 60s (IG)	5/3/2013	71.16%
641012125	HYDROMORPHONE 2MG/ML VIAL X 25	6/18/2013	70.88%
641234141	HYDROMORPHONE 40MG/20ML VIAL X 1	6/18/2013	75.55%
641604610	LORAZEPAM 20MG/10ML VIAL X 10	5/3/2013	13.53%
641604425	LORAZEPAM 2MG/ML VIAL X 25	5/3/2013	16.48%
641604710	LORAZEPAM 40MG/10ML VIAL X 10	5/3/2013	48.83%
641604525	LORAZEPAM 4MG/ML VIAL X 25	5/3/2013	65.22%
641605425	MEPERIDINE 100MG/ML VIAL X 25	6/18/2013	21.53%
641605225	MEPERIDINE 25MG/ML VIAL X 25	6/18/2013	16.35%
641605325	MEPERIDINE 50MG/ML VIAL X 25	6/18/2013	11.14%
0143-9873-10	METOPROLOL TART INJ 1MG/ML - 5ML CS/10	5/3/2013	22.96%
641605610	MIDAZOLAM 10MG/10ML VIAL X 10	5/3/2013	25.75%
641606310	MIDAZOLAM 10MG/2ML VIAL X 10	5/3/2013	16.50%
641606325	MIDAZOLAM 10MG/2ML VIAL X 25	5/3/2013	16.55%
641605710	MIDAZOLAM 2MG/2ML VIAL X 10	5/3/2013	14.54%
641605725	MIDAZOLAM 2MG/2ML VIAL X 25	5/3/2013	12.19%
641606010	MIDAZOLAM 50MG/10ML VIAL X 10	5/3/2013	53.51%
641605910	MIDAZOLAM 5MG/5ML VIAL X10	5/3/2013	143.55%
641606110	MIDAZOLAM 5MG/ML VIAL X 10	5/3/2013	39.75%
641606125	MIDAZOLAM 5MG/ML VIAL X 25	5/3/2013	39.69%
0143-9710-10	Milrinone Inj 10 mg/10 mL Vial - CS/10	5/3/2013	67.27%
0143-9709-10	Milrinone Inj 20 mg/20 mL Vial - CS/10	5/3/2013	47.01%
0143-9708-01	Milrinone Inj 50 mg/50 mL Vial	5/3/2013	85.15%
641607025	MORPHINE 10MG/ML VIAL X 25	6/18/2013	11.29%
641607125	MORPHINE 15MG/ML VIAL X 25	6/18/2013	11.18%
641607201	MORPHINE 300MG/20ML VIAL X 1	6/18/2013	11.30%
641607325	MORPHINE 5MG/ML VIAL X 25	6/18/2013	11.34%
641607525	MORPHINE 8MG/ML VIAL X 25	6/18/2013	10.94%
641607825	ONDANSETRON 4MG/2ML VIAL X 25	5/3/2013	75.79%
641611525	OXYTOCIN (SYNTH) 100 UNITS/10ML VL X25	5/3/2013	56.78%
641611425	OXYTOCIN (SYNTH) 10UNITS/ML VL X 25	5/3/2013	60.03%
641608225	PHENERGAN 25MG/ML AMPUL X 25	5/3/2013	11.49%
641608425	PHENERGAN 25MG/ML VIAL X 25	5/3/2013	11.49%
641608325	PHENERGAN 50MG/ML AMPUL X 25	5/3/2013	11.23%
641608525	PHENERGAN 50MG/ML VIAL X 25	5/3/2013	11.23%
641047725	PHENOBARBITAL 130MG/ML VIAL X 25	6/18/2013	32.13%
641047625	PHENOBARBITAL 65MG/ML VIAL X 25	6/18/2013	32.69%



**WEST-WARD**  
PHARMACEUTICALS

**Bound Tree Medical  
Direct Price Changes**

<b>NDC#</b>	<b>Product Description</b>	<b>Effective Date</b>	<b>Increase rate</b>
641049325	PHENYTOIN 100MG/2ML VIAL X 25	5/3/2013	55.43%
641255545	PHENYTOIN 250MG/5ML VIAL X 25	5/3/2013	56.45%
0143-9725-01	PROGESTERONE INJ 500MG/10ML VIAL	5/3/2013	28.36%
641149535	PROMETHAZINE 25MG/ML AMPUL X 25	5/3/2013	17.89%
641092825	PROMETHAZINE 25MG/ML VIAL X 25	5/3/2013	20.69%
0143-9872-01	PROPRANOLOL INJ 1 MG/ML case of 10	5/3/2013	21.95%
641610325	ROBAXIN 1000MG/10ML VIAL X 25	6/18/2013	76.94%
641610425	ROBINUL 0.2MG/ML VIAL X 25	6/18/2013	162.15%
641610525	ROBINUL 0.4MG/2ML VIAL X 25	6/18/2013	208.89%
641610625	ROBINUL 1MG/5ML VIAL X 25	6/18/2013	276.78%
641610710	ROBINUL 4MG/20ML VIAL X 10	6/18/2013	185.47%
641611110	SUFENTANIL 100MCG/2ML AMPUL X 10	5/3/2013	88.83%
641611210	SUFENTANIL 250MCG/5ML AMPUL X 10	5/3/2013	14.47%
641611010	SUFENTANIL 50MCG/ML AMPUL X 10	5/3/2013	105.51%
0143-9746-10	TERBUTALINE SULF. INJECT 1MG/ML cs of 10	5/3/2013	239.22%

MDEY



Seeing  
is believing

Mylan Specialty L.P.  
110 Allen Road, 4<sup>th</sup> Floor  
Basking Ridge, NJ 07920 USA  
Phone 908.542.1999  
Fax 908.542.2594  
Web [mylanspecialty.com](http://mylanspecialty.com)

November 7, 2013

Stacey Barksdale  
Pharmaceutical Product Manager  
Bound Tree Medical  
5000 Tuttle Crossing  
Dublin, OH 43016

RE: EPIPEN® auto-injector Price Change

Dear Stacey,

Due to increased costs associated with the marketing and distribution of EPIPEN® auto-injector, Mylan Specialty L.P. f/k/a Dey Pharma, L.P. will be raising the contract price to Bound Tree Medical for this product by 14.9%, effective immediately.

Sincerely,

***Amy Peterpaul***

Amy Peterpaul  
Senior Director, Strategic Pricing and Market Access

DEY1



Seeing  
is believing

Mylan Specialty L.P.  
110 Allen Road, 4<sup>th</sup> Floor  
Basking Ridge, NJ 07920 USA  
Phone 908.542.1999  
Fax 908.542.2594  
Web [mylanspecialty.com](http://mylanspecialty.com)

July 17, 2013

Mark Triguba  
Director, Inventory and Supply Chain Management  
Bound Tree Medical  
5000 Tuttle Crossing  
Dublin, OH 43016

RE: EPIPEN® auto-injector Price Change

Dear Mark,

Due to increased costs associated with the marketing and distribution of EPIPEN® auto-injector, Mylan Specialty L.P. f/k/a Dey Pharma, L.P. will be raising the contract price to Bound Tree Medical for this product by 9.9%, effective immediately.

Sincerely,

***Amy Peterpaul***

Amy Peterpaul  
Senior Director, Strategic Pricing and Market Access



Stacey Barksdale-Price  
 Bound Tree Medical  
 Product Manager  
 Pharmaceuticals and IV Therapy

Dear Stacey,

On February 15, 2013, Hospira will be increasing acquisition pricing to Bound Tree Medical on various contracted products. To assist with communicating to your customers the percent increase Bound Tree Medical is receiving on those products, I have created a product listing that shows the percent increases by product. The listing is sorted alphabetically and divided into two sections: Non-Drug Products and NDC Products.

Sincerely,

Brian Davidson  
 Hospira Worldwide, Inc.  
 National Account Executive  
 Trade Relations

<b>Hospira List-Tuc# (Product Code) Non-Drug Products</b>	<b>Product Description</b>	<b>Percent Increase</b>
05816-11	EMPTY STERILE 10ML FTV	23.08%
05816-31	EMPTY STERILE 30ML FTV	20.17%
05829-30	EMPTY STERILE 30ML TTV	29.41%

<b>Hospira List-Tuc# (Product Code) NDC Products</b>	<b>Product Description</b>	<b>Percent Increase</b>
03308-03	ACETYLCYSTEINE 20% SOLUTION, USP, 30 ML	30.90%
04346-73	AMINOCAPROIC ACID INJ USP (250MG/ML) 20ML FTV	22.64%
05921-01	AMINOPHYLLINE INJ USP 250MG 10ML IN 20ML FTV	21.95%
05922-01	AMINOPHYLLINE INJ USP 500MG 20ML IN 50ML FTV	20.00%
06043-01	AMMONIUM CL INJ 100 MEQ 20ML FTV	49.47%



Hospira List-Tuc# (Product Code) NDC Products	Product Description	Percent Increase
00418-07	Aquasol A ® Parenteral, 50,000 USP units/mL 2mL SDV	352.22%
04272-01	BUPIVACAINE HCL INJ USP 0.25% 20 ML STERILE PK AMP	22.15%
04273-01	BUPIVACAINE HCL INJ USP 0.5% 20ML STERILE PCK AMP	13.45%
02012-32	BUPRENORPHINE HCL INJ CIII 0.3 MG/ML (CARPUJECT)	50.00%
04093-01	CHROMIUM TRACE METAL ADDITIVE 10ML FTV	20.28%
04765-86	CIPROFLOXACIN INJ USP 200MG 1% SINGLE DOSE 20ML	25.73%
04778-86	CIPROFLOXACIN INJ USP 400MG 1% SINGLE DOSE 40ML	4.53%
04092-01	COPPER TRACE METAL ADDITIVE 10ML FTV	25.00%
01201-20	DEMEROL (MEPER HCL INJ USP) CII 10% 20ML MDV	12.32%
01256-01	DEMEROL (MEPER HCL INJ USP) CII 100MG/1ML AMP	23.60%
01203-01	DEMEROL (MEPER HCL INJ USP) CII 25MG/0.5ML AMP	18.52%
01181-30	DEMEROL (MEPER HCL INJ USP) CII 5% 30ML MDV	3.14%
01254-01	DEMEROL (MEPER HCL INJ USP) CII 50MG/1.5ML AMP	42.86%
01253-01	DEMEROL (MEPER HCL INJ USP) CII 50MG/1ML AMP	21.05%
01255-02	DEMEROL (MEPER HCL INJ USP) CII 50MG/ML 2ML AMP	22.45%
01179-30	DEMEROL (MEPER HCL INJ USP) CII 75MG 1ML CJT SLMPK	10.47%
01180-69	DEMEROL(MEP HCL INJ USP)CII 100MG/1ML CJLL SLMPK	7.95%
01176-30	DEMEROL(MEP HCL INJ USP)CII 25MG/1ML CJTLL SLMPK	20.25%
01178-30	DEMEROL(MEP HCL INJ USP)CII 50MG/ML CJTLL SLMPK	20.12%
06648-02	DEXTROSE 50% INJ 50ML FTV ADDITIVE	32.23%
01273-32	DIAZEPAM INJ CIV 5MG/ML 2ML CJT LL SLMPK	10.07%
03213-12	DIAZEPAM INJ USP CIV 5MG/ML 10ML FTV	16.52%
02290-31	DIPHENHYDRAMINE HCL INJ USP 50MG/ML,1ML CJT LL SLP	7.44%
02025-20	DOBUTAMINE INJ USP 12.5 MG/ML 20 ML VIAL	7.03%
02344-01	DOBUTAMINE INJ USP 250 MG/20 ML FTV	12.04%
02344-02	DOBUTAMINE INJ USP 250 MG/20 ML FTV	15.89%
05820-01	DOPAMINE HCL 200MG 40MG/ML 5ML FTV	20.00%
09104-20	DOPAMINE HCL INJ USP 400MG 10ML IN 20ML FTV	23.29%
01187-01	DROPERIDOL INJ USP 2.5MG/ML 2ML	66.96%
06482-01	ERYTHROCIN (STR ERY LACTO)500MG VIAL(BENZ AL FREE)	142.02%
06476-44	ERYTHROCIN(STR ERY LACTO) 500MG ADD-V VIAL	6.23%
01276-32	FENTANYL CITR INJ USP CII 0.05MG/ML 2ML CJT LL SLP	10.37%



Hospira List-Tuc# (Product Code) NDC Products	Product Description	Percent Increase
01207-03	GENTAMICIN SULF 40MG/ML 2ML FTV	11.11%
01280-33	HEPARIN LK FL SOLN USP 10 U/ML 3 ML/5 ML CJT LL	9.37%
01280-35	HEPARIN LK FL SOLN USP 10 U/ML 5 ML/5 ML CJT LL	9.37%
01152-70	HEPARIN LK FL SOLN USP 100 U/ML 10 ML FTV	23.19%
01152-78	HEPARIN LK FL SOLN USP 100 U/ML 30 ML FTV	19.81%
01555-54	HEXTEND (6% HETASTARCH IN LACTATE ELECT)INJ 500 ML	7.41%
01283-31	HYDROMORPHONE HCL INJ USP CII 1MG,1ML/2ML CPLL SLP	10.43%
01312-30	HYDROMORPHONE HCL INJ USP CII 2MG 1ML CJT LL SLMPK	10.23%
01410-01	ISUPREL (ISOPROTERENOL HCL INJ USP)1:5000 1ML AMP	5.29%
01410-05	ISUPREL (ISOPROTERENOL HCL INJ USP)1:5000 5ML AMP	10.00%
02288-31	KETOROLAC TROMETHAMINE INJ 15MG/ML 1ML CJTLL SLMPK	11.49%
02287-31	KETOROLAC TROMETHAMINE INJ 30MG/ML 1ML CJTLL SLMPK	11.49%
02287-61	KETOROLAC TROMETHAMINE INJ 30MG/ML 2ML CJTLL SLMPK	25.15%
02339-34	LABETALOL HCL INJ, USP 5MG/ML 4ML CARPUJECT LL	15.38%
01443-04	LEVOPHED (NOREPI BITARTRATE) INJ USP 1MG/ML4ML AMP	2.46%
04712-01	LIDOCAINE 5% HCL W/7.5% DEXTROSE INJ USP 2 ML AMP	27.02%
03182-02	LIDOCAINE HCL 2% / EPI INJ USP 1:100,000 30ML FTV	5.66%
04904-34	LIDOCAINE HCL INJ USP 1% 5 ML ABBOJECT SYR LS	60.71%
04903-34	LIDOCAINE HCL INJ USP 2% 5ML(21GX1-1/2) ABJ LS SYR	67.35%
01985-30	LORAZEPAM INJ USP CIV 2MG/ML 1ML CJT LL SLMPK	3.63%
01539-31	LORAZEPAM INJ USP CIV 4MG/ML 1ML CJT LL SLIMPAK	10.20%
00423-83	M.V.I. -12 <sup>®</sup> (Without Vitamin K) Pharm Bulk Pack 2 x 50mL	9.52%
02168-02	MAGNESIUM SULFATE 50% INJ USP 20ML FTV	26.32%
04091-01	MANGANESE TRACE METAL ADDITIVE 10ML FTV	20.12%
04031-01	MANNITOL 25% INJ USP 50ML FTV	30.21%
03414-01	METOCLOPRAMIDE INJ, USP 10MG, 2ML FTV	35.59%
01778-35	METOPROLOL TARTRATE INJ USP 1 MG/ML 5 ML CJT LL	8.11%
02285-05	METOPROLOL TARTRATE INJ, USP, 1 MG/ML 5 ML AMP	21.50%
02306-62	MIDAZOLAM HCL INJ CIV (PF) 1MG/ML 2ML CPJ LL SLMPK	10.00%
02307-60	MIDAZOLAM HCL INJ CIV (PF) 5MG/ML 1ML CPJ LL SLMPK	20.00%
02306-12	MIDAZOLAM HCL INJ CIV PF 1MG/ML 2ML ISECURE SYR V2	27.27%
01893-01	MORPHINE SULF INJ USP CII (PF) 10MG/1ML CPJT SLM	6.16%



Hospira List-Tuc# (Product Code) NDC Products	Product Description	Percent Increase
01894-01	MORPHINE SULF INJ USP CII (PF) 15MG/1ML CPJT SLM	5.44%
01890-01	MORPHINE SULF INJ USP CII (PF) 2MG/ML 1ML CPJT SLM	6.16%
01891-01	MORPHINE SULF INJ USP CII (PF) 4MG/1ML CPJT SLM	5.44%
03814-12	MORPHINE SULF INJ USP CII 0.5MG/ML 10ML FTV PF	14.94%
01261-30	MORPHINE SULF INJ USP CII 10MG/1ML CJT LL SLMPK	6.16%
01264-31	MORPHINE SULF INJ USP CII 15MG/1ML CJT LL SLMPK	5.44%
03815-12	MORPHINE SULF INJ USP CII 1MG/ML 10 ML FTV PF	31.09%
06179-14	MORPHINE SULF INJ USP CII 25MG/ML 10 ML ADD-V	3.04%
01762-30	MORPHINE SULF INJ USP CII 2MG/ML 1ML CJT LL SLMPK	6.16%
01258-30	MORPHINE SULF INJ USP CII 4MG 1ML CARPUJECT SLMPK	5.44%
01134-03	MORPHINE SULF INJ USP CII 50MG/ML H-CONC 20ML FTV	6.86%
01134-05	MORPHINE SULF INJ USP CII 50MG/ML H-CONC 50ML FTV	9.98%
01260-69	MORPHINE SULF INJ USP CII 8MG/ML 1ML CJT LL SLMPK	9.86%
01135-02	MORPHINE SULF INJ USPCII 25MG/ML H-CONC10ML FTV/PF	18.83%
01463-01	NALBUPHINE HCL INJ 10 MG/ML 1 ML AMP	41.13%
01464-01	NALBUPHINE HCL INJ 10 MG/ML 10 ML FTV	14.79%
01465-01	NALBUPHINE HCL INJ 20 MG/ML 1 ML AMP	22.77%
01467-01	NALBUPHINE HCL INJ 20 MG/ML 10 ML FTV	10.37%
01782-69	NALOXONE HCL INJ USP 0.4 MG/ML 1 ML CARPUJECT LL	96.08%
01215-01	NALOXONE HCL INJ USP 0.4MG (0.4MG/ML) 1ML FTV	41.88%
01219-01	NALOXONE HCL INJ USP 4.0MG (0.4MG/ML) 10ML FTV	9.99%
06609-02	NEUT 4% (SODIUM BICARBONATE ) 5ML FTV ADD	11.42%
03024-01	NITROPRESS (SOD NITROPRUSSIDE) 50MG/2ML FTV	9.99%
04646-01	PANCURONIUM BROMIDE INJ (1 MG/ML) 10 ML FTV	141.61%
01844-32	PHENYTOIN SODIUM INJ USP 100MG 2ML CPJ LL SLMPK	9.93%
01317-02	PHENYTOIN SODIUM INJ USP 50MG/ML 5ML AMP	19.57%
08183-01	POTASSIUM ACETATE 40MEQ 20ML FTV	32.65%
06635-01	POTASSIUM CL INJ 10MEQ 5ML/10ML FTV	22.95%
06651-06	POTASSIUM CL INJ 20MEQ 10ML IN 20ML FTV	29.21%
06636-01	POTASSIUM CL INJ 30MEQ 15ML/30ML FTV	19.85%
06653-05	POTASSIUM CL INJ 40MEQ 20ML IN 30ML FTV	28.21%
01902-01	PROCAINAMIDE HCL INJ USP (100MG/ML) 10ML FTV	9.76%



Hospira List-Tuc# (Product Code) NDC Products	Product Description	Percent Increase
01903-01	PROCAINAMIDE HCL INJ USP (500MG/ML) 2ML FTV	12.00%
06970-10	QUELICIN (SUCCLCHOLINE CL)INJ 1000MG 10ML 20ML FTV	17.56%
06629-02	QUELICIN(SUCCINYLCHOLINE CL) INJ (20MG/ML)10ML FTV	92.00%
06625-02	SOD BICARB INJ USP 8.4% 50 MEQ 50 ML FTV	25.00%
03299-06	SODIUM ACETATE 2 MEQ/ML 100 ML FTV (PBP)	39.53%
03299-05	SODIUM ACETATE 2 MEQ/ML 50 ML FTV (PBP)	31.58%
07299-73	SODIUM ACETATE INJ., USP 40MEQ (2MEQ/ML)20ML FTV	26.32%
05534-34	SODIUM BICARB INJ USP 4.2% 5 MEQ 10ML ABBOJECT LS	21.07%
04888-10	SODIUM CL INJ USP 0.9% 10 ML FTV	51.16%
04888-12	SODIUM CL INJ USP 0.9% 10 ML FTV LS	21.43%
01966-12	SODIUM CL INJ USP 0.9% 10ML FTV(BACTERIOSTATIC)-LS	25.30%
01918-32	SODIUM CL INJ USP 0.9% 2 ML CARPUJECT LL	33.33%
02102-02	SODIUM CL INJ USP 0.9% 2 ML FTV - LS	20.34%
04888-20	SODIUM CL INJ USP 0.9% 20 ML FTV	21.62%
01966-05	SODIUM CL INJ USP 0.9% 20ML FTV (BACTERIOSTATIC)	30.14%
01918-33	SODIUM CL INJ USP 0.9% 3 ML CARPUJECT LL	26.67%
01966-07	SODIUM CL INJ USP 0.9% 30ML FTV (BACTERIOSTATIC)	45.45%
01918-35	SODIUM CL INJ USP 0.9% 5 ML CARPUJECT LL	28.57%
02102-05	SODIUM CL INJ USP 0.9% 5 ML FTV - LS	31.58%
04888-50	SODIUM CL INJ USP 0.9% 50 ML FTV	41.59%
01130-02	SODIUM CL INJ USP 23.4% 250ML	19.86%
01141-02	SODIUM CL INJ USP 23.4% FTV 100ML (BULK PKG)	25.00%
07391-72	SODIUM PHOSPHATE INJ USP 45 MMP 15 ML FTV	25.00%
04887-10	STERILE WATER FOR INJ USP 10 ML FTV	35.42%
04887-99	STERILE WATER FOR INJ USP 100 ML FTV	30.54%
04887-20	STERILE WATER FOR INJ USP 20 ML FTV	23.08%
03977-03	STERILE WATER FOR INJ USP 30 ML FTV BACTERIOSTATIC	53.06%
04887-50	STERILE WATER FOR INJ USP 50 ML FTV	43.56%
03382-22	SUFENTANIL CITRATE INJ USP CII 50MCG/ML 2 ML FTV	20.02%
01941-01	TALWIN (PENTAZO LACT)INJ USP CIV 30MG/ML 1ML U-AMP	7.17%
01593-04	THAM (TROMETHAMINE) INJ SOLUTION 500ML	6.58%
03577-01	TOBRAMYCIN SULF INJ USP (20MG/2ML) FTV	20.00%



<b>Hospira List-Tuc# (Product Code) NDC Products</b>	<b>Product Description</b>	<b>Percent Increase</b>
05779-01	TPN ELECT (MULTIPLE ELECT ADD) 20ML IN 50ML FTV	28.50%
04011-01	VERAPAMIL HCL INJ 2.5MG/ML 2ML AMP	5.93%
01144-05	VERAPAMIL HCL INJ 2.5MG/ML 2ML FTV	10.03%
09633-05	VERAPAMIL HCL INJ 2.5MG/ML 4ML ANSYR SYR	8.64%
01144-02	VERAPAMIL HCL INJ 2.5MG/ML 4ML FTV	9.97%
09158-01	VITAMIN K1 (PHYTONADIONE) INJ 10MG AMP	25.04%
09157-01	VITAMIN K1 (PHYTONADIONE) INJ 1MG AMP	16.83%
01029-02	VOLUVEN (6% HES 130/0.4 IN 0.9% SOD CHL) 500 ML	1.53%
01029-01	VOLUVEN 6% HYDRXYLETHYL STRCH 0.9% SDCL INJ 500ML	3.00%
04090-01	ZINC TRACE METAL ADDITIVE (1MG/ML) 10ML FTV	3.63%



Stacey Barksdale-Price  
 Bound Tree Medical  
 Product Manager  
 Pharmaceuticals and IV Therapy

Dear Stacey,

On July 1, 2013, Hospira increased acquisition pricing to Bound Tree Medical on various contracted products. To assist with communicating to your customers the percent increase Bound Tree Medical received on those products, I have created a product listing that shows the percent increases by product. The listing is sorted alphabetically and divided into two sections: Non-Drug Products and NDC Products.

Sincerely,

Brian Davidson  
 Hospira Worldwide, Inc.  
 National Account Executive  
 Trade Relations

Hospira List-Tuc# (Product Code) Non-Drug Products	NDC#	Product Description	Percent Increase
14265-28	-	GEM 2CLV 110IN(CS/50)	12.31%
12662-28	-	LF CP BCV 2CP PBK(CS/48)	3.93%
12665-28	-	LF CP BCV PBK OL(CS/48)	1.49%
12672-28	-	LF CP PPINJ OL ND(CS/48)	2.75%
12656-28	-	LF MACBR O-L ND(CS/50)	25.00%
12660-28	-	LF MACRBR CLV OL(CS/50)	7.65%
12658-28	-	LF MICBR O-L ND(CS/50)	4.40%
12677-28	-	LF MICBR TCON CLV(CS/120)	4.00%
12661-28	-	LF PRI CP CLV O-L(CS/48)	4.78%
12538-28	-	LFLSPRIMPLUM CLV(CS/48)	2.67%
12361-48	-	LS ADD PPIN-CLAVE(CS/48)	5.79%
12341-01	-	LS BURT CAPPT CLV(CS/20)	12.83%



Hospira List-Tuc# (Product Code) Non-Drug Products	NDC#	Product Description	Percent Increase
20655-28	-	LS LF Y MICROB 8IN(CS/48)	7.06%
11301-01	-	LS LFREE PPR ADPT(CS/120)	14.75%
12007-01	-	LS VIAL ADPTR CLV(CS/50)	0.48%
11994-48	-	LS Y-TYP BLOOD OL(CS/48)	42.15%
13265-28	-	MICRO 96IN(CS/50)	4.87%
13738-28	-	MICRO GEM 16IN(CS/50)	5.18%
14221-28	-	PRiset 100IN(CS/50)	22.33%
14229-28	-	SECSET 34IN(CS/50)	8.22%

Hospira List-Tuc# (Product Code) NDC Products	NDC#	Product Description	Percent Increase
07983-25	0409-7983-25	0.9% SODCHL 250ML(CS/24)	0.84%
07984-06	0409-7984-06	0.9% SODCHL 50ML(CS/60)	5.23%
07101-02	0409-7101-02	0.9% SODCHL ADVAN(CS/24)	8.28%
07984-11	0409-7984-11	0.9% SODCHL100ML(CS/60)	5.23%
03178-01	0409-3178-01	1% LIDO EPIN 20ML(BX/25)	5.11%
03178-03	0409-3178-03	1% LIDO EPN 50ML(BX/25)	10.88%
03182-02	0409-3182-02	2% LIDO EPIN 30ML(BX/25)	20.71%
07922-25	0409-7922-25	5% DEXTROSE 250ML(CS/24)	8.11%
06648-02	0409-6648-02	50% DEX 50ML FLTP(BX/25)	16.25%
04902-34	0409-4902-34	50% DEX 50ML LFS(BX/10)	5.03%
08061-01	0409-8061-01	AMIDATE 40MG AMP(BX/5) USP	19.62%
08060-29	0409-8060-29	AMIDATE 40MG LFS(BX/10) USP	6.69%
05921-01	0409-5921-01	AMINOPHYLN 250MG(BX/25)	16.67%
05922-01	0409-5922-01	AMINOPHYLN 500MG(BX/25)	13.64%
04910-34	0409-4910-34	ATROPIN 5ML LFSHD(BX/10)	8.22%
04911-34	0409-4911-34	ATROPINE 10ML LFS(BX/10)	15.60%
01630-10	0409-1630-10	ATROPN 10ML ANSYR(BX/10)	13.05%



Hospira List-Tuc# (Product Code) NDC Products	NDC#	Product Description	Percent Increase
09630-05	0409-9630-05	ATRP 5MLPED ANSYR(BX/10)	8.69%
01412-04	0409-1412-04	BUMETANIDE 0.25MG(BX/10)	25.37%
04272-01	0409-4272-01	BUPV 0.25% 20ML(BX/5)	8.00%
01162-01	0409-1162-01	BUPV 0.5% 10ML(BX/25)	14.29%
01162-02	0409-1162-02	BUPV 0.5% 30ML(BX/25)	3.21%
01165-02	0409-1165-02	BUPV 0.75% 30ML(BX/25)	16.53%
04928-34	0409-4928-34	CALC CHL 10% 10ML(BX/10)	138.39%
01631-10	0409-1631-10	CALCHL 10% ANSYR(BX/10)	5.05%
04765-86	0409-4765-86	CIPRO 200MG 20ML(EACH)	5.12%
04778-86	0409-4778-86	CIPRO 400MG 40ML(EACH)	5.00%
01180-69	0409-1180-69	DEM10%100MG SLPLL(BX/10)	10.00%
01256-01	0409-1256-01	DEMEROL 100MG 1ML(BX/25)	16.36%
01176-30	0409-1176-30	DEMRL 2.5%25MG LL(BX/10)	10.20%
01253-01	0409-1253-01	DEMRL 5%50MG 1ML(BX/25)	15.65%
01179-30	0409-1179-30	DEMRL 7.5%75MG LL(BX/10)	10.00%
01178-30	0409-1178-30	DEMROL 5%50MG LL(BX/10)	9.85%
01775-10	0409-1775-10	DEX25% 10MLANSYR(BX/10)	9.92%
07517-16	0409-7517-16	DEX50%50ML ANSYII(BX/10)	3.93%
03213-12	0409-3213-12	DIAZEPAM 10ML FTV(BX/10)	15.98%
02290-31	0409-2290-31	DIPHHY 1ML CLLSLP(BX/10)	5.38%
02346-32	0409-2346-32	DOBUT 250MG 250ML(CS/12)	15.52%
02344-02	0409-2344-02	DOBUTMN 20ML FLTP(BX/10)	14.29%
02344-01	0409-2344-01	DOBUTMN 20ML FLTP(EACH)	6.25%
05820-01	0409-5820-01	DOPAMN 200MG/5ML(BX/25)	55.56%
09104-20	0409-9104-20	DOPAMN 400MG/10ML(BX/25)	15.56%
04921-34	0409-4921-34	EPINE 10ML LS ABJ(BX/10)	107.62%
07241-01	0409-7241-01	EPINE 1ML UNIAMP(BX/25)	114.38%
06476-44	0409-6476-44	ERYTHROCN 500MG V(BX/10)	25.02%
09094-28	0409-9094-28	FENTANYL 10ML FL(BX/25)	10.00%



Hospira List-Tuc# (Product Code) NDC Products	NDC#	Product Description	Percent Increase
09094-22	0409-9094-22	FENTANYL 2ML FTOP(BX/25)	2.67%
09094-25	0409-9094-25	FENTANYL 5ML FTOP(BX/25)	3.64%
01276-32	0409-1276-32	FENTL 2ML CPLLSLP(BX/10)	10.07%
01639-10	0409-1639-10	FUROS 10ML ANSYR(BX/10)	9.93%
06102-02	0409-6102-02	FUROSEM 20MG FLPV(BX/25)	79.63%
06102-04	0409-6102-04	FUROSEM 40MG FLPV(BX/25)	73.77%
09631-04	0409-9631-04	FUROSMD 10MG ANSYR(BX/10)	5.93%
06102-10	0409-6102-10	FURSM 100MG/10ML(BX/25)	58.57%
07620-03	0409-7620-03	HEPAR SOD/0.9 SOD(CS/18)	3.99%
01152-78	0409-1152-78	HEPARN 100UNIT/ML(BX/25)	7.87%
07793-62	0409-7793-62	HEPARN 25000/D5W(CS/24)	51.88%
07650-62	0409-7650-62	HEPARN 25000/SOD(CS/24)	13.70%
07651-03	0409-7651-03	HEPARN 25000/SOD(CS/24)	1.55%
01402-12	0409-1402-12	HEPNSOD 1ML CJLL	3.33%
07248-03	0409-7248-03	HETASTCH 6%500ML(CS/12)	2.99%
01312-30	0409-1312-30	HYDROMORP 2MG CLL(BX/10)	9.79%
07074-26	0409-7074-26	KCL 10MEQ 100 1-1(CS/24)	4.35%
02051-05	0409-2051-05	KETAMN 100MG 5MLV(BX/10)	12.10%
03796-01	0409-3796-01	KETOROLAC 60MG FT(BX/25)	25.00%
02287-31	0409-2287-31	KETR 30MG/1ML SLP(BX/10)	10.30%
02287-61	0409-2287-61	KETR30MG/2ML CLLS(BX/10)	9.80%
02339-34	0409-2339-34	LABETALO 4ML CJLL(BX/10)	5.08%
02267-20	0409-2267-20	LABETALOL 20ML MV(EACH)	2.54%
02267-54	0409-2267-54	LABETALOL 40ML MV(EACH)	2.66%
07953-02	0409-7953-02	LACTATED RINGERS(CS/24)	2.63%
09137-05	0409-9137-05	LIDO 1%5ML ANSYR(BX/10)	30.00%
01323-05	0409-1323-05	LIDO 2%5ML ANSYR(BX/10)	4.21%
04278-01	0409-4278-01	LIDOCN 0.5% 50ML(BX/25)	6.72%
04276-01	0409-4276-01	LIDOCN 1% 20ML FT(BX/25)	73.33%



Hospira List-Tuc# (Product Code) NDC Products	NDC#	Product Description	Percent Increase
04713-32	0409-4713-32	LIDOCN 1% 2ML AMP(BX/50)	32.76%
04279-02	0409-4279-02	LIDOCN 1% 30ML TT(BX/25)	5.10%
04276-02	0409-4276-02	LIDOCN 1% 50ML FT(BX/25)	5.23%
04713-02	0409-4713-02	LIDOCN 1% 5ML AMP(BX/25)	8.33%
04904-34	0409-4904-34	LIDOCN 1% 5ML LFS(BX/10)	5.04%
04282-02	0409-4282-02	LIDOCN 2% 10ML(BX/25)	5.21%
04277-01	0409-4277-01	LIDOCN 2% 20ML FT(BX/25)	5.15%
04282-01	0409-4282-01	LIDOCN 2% 2ML AMP(BX/25)	8.51%
04277-02	0409-4277-02	LIDOCN 2% 50ML FT(BX/25)	11.85%
02066-05	0409-2066-05	LIDOCNE 2% 5ML VL(BX/10)	10.97%
01985-30	0409-1985-30	LORAZ 2MG 1ML CLL(BX/10)	10.00%
06778-02	0409-6778-02	LORZEP 2MG 1ML FT(BX/10)	36.61%
06779-02	0409-6779-02	LORZEP 4MG 1ML FT(BX/10)	2.48%
06729-23	0409-6729-23	MAGSF/WTR4G/100ML(CS/24)	9.40%
01754-10	0409-1754-10	MAGSULF 10MLANSY(BX/10)	10.06%
06727-23	0409-6727-23	MAGSULF 1G/100ML(CS/24)	8.02%
06729-24	0409-6729-24	MAGSULF 2G/50ML(CS/24)	15.32%
04031-01	0409-4031-01	MANNITOL 25% 50ML(BX/25)	16.00%
01587-50	0409-1587-50	MARCN .25%50ML MV(EACH)	11.44%
01610-50	0409-1610-50	MARCN 0.5%50ML MV(EACH)	8.75%
03414-01	0409-3414-01	METOCLOP 2ML FLP(BX/25)	25.00%
01778-05	0409-1778-05	METOPROLOL 5ML VL(BX/10)	23.33%
02285-05	0409-2285-05	METOPROLOL 5ML(BX/12)	16.15%
02596-03	0409-2596-03	MIDAZL 5MG/ML 5MLFTV(BX/10)	14.05%
02306-62	0409-2306-62	MIDZ 1MG/2ML CJSP(BX/10)	5.30%
02305-05	0409-2305-05	MIDZ-FL1MG/5MLFTV(BX/10)	6.67%
02305-17	0409-2305-17	MIDZ-PF1MG/2MLFTV(BX/25)	27.78%
02308-02	0409-2308-02	MIDZ-PF5MG/2MLFTV(BX/10)	3.33%
01893-01	0409-1893-01	MORPH 10MG 1MLCLLSLP(BX/10)	10.32%



Hospira List-Tuc# (Product Code) NDC Products	NDC#	Product Description	Percent Increase
01894-01	0409-1894-01	MORPH 15MG 1ML CLLSLP(BX/10)	10.32%
01890-01	0409-1890-01	MORPH 2MG 1ML CLLSLP(BX/10)	10.32%
01891-01	0409-1891-01	MORPH 4MG 1ML CLLSLP(BX/10)	10.32%
01892-01	0409-1892-01	MORPH 8MG 1ML CLLSLP	9.86%
03815-12	0409-3815-12	MORPHINE 1MG FLTP(BX/5)	15.94%
01464-01	0409-1464-01	NALBUPHIN 10MG FT(CS/25)	19.97%
01463-01	0409-1463-01	NALBUPHN 10MG AMP(BX/10)	20.00%
01465-01	0409-1465-01	NALBUPHN 20MG AMP(BX/10)	20.00%
01467-01	0409-1467-01	NALBUPHN 20MG FLP(CS/25)	29.98%
01782-69	0409-1782-69	NALOX HYDRO 0.4MG(BX/10)	5.00%
01215-01	0409-1215-01	NALOXN 0.4MG FLP(BX/10)	9.98%
01219-01	0409-1219-01	NALOXONE 4MG 10ML(CS/25)	20.01%
07967-09	0409-7967-09	NORM-R LC 1000ML(CS/12)	1.23%
01120-12	0409-1120-12	ONDSTRN 4MG/2ML I(BX/10)	4.59%
04646-01	0409-4646-01	PANCURONIUM 10ML(BX/25)	10.00%
06653-05	0409-6653-05	POT CHL 20ML FLIP(BX/25)	16.00%
01902-01	0409-1902-01	PROCAINAMIDE 10ML(CS/25)	16.00%
01903-01	0409-1903-01	PROCAINAMIDE 2ML(BX/25)	16.01%
04699-24	0409-4699-24	PROPOFOL 100ML(BX/10)	5.02%
04699-30	0409-4699-30	PROPOFOL 20ML(BX/5)	5.09%
04699-33	0409-4699-33	PROPOFOL 50ML(CS/20)	4.94%
06629-02	0409-6629-02	QUELICIN 20MG FLP(BX/25)	19.94%
06970-10	0409-6970-10	QUELICIN-1000(BX/25)	19.98%
05534-34	0409-5534-34	SOD BIC 4.2% 10ML(BX/10)	25.00%
04916-34	0409-4916-34	SOD BIC 7.5% 50ML(BX/10)	25.07%
04900-34	0409-4900-34	SOD BIC 8.4% 10ML(BX/10)	25.06%
06625-02	0409-6625-02	SOD BIC FLIPTOP(BX/25)	50.00%
04888-10	0409-4888-10	SOD CHL INJ 10ML(BX/25)	2.52%
04888-12	0409-4888-12	SOD CHL INJ 10ML(BX/25)	16.47%



<b>Hospira List-Tuc# (Product Code) NDC Products</b>	<b>NDC#</b>	<b>Product Description</b>	<b>Percent Increase</b>
04888-20	0409-4888-20	SOD CHL INJ 20ML(BX/25)	3.44%
01966-07	0409-1966-07	SOD CHL INJ 30ML(BX/25)	2.90%
01918-33	0409-1918-33	SODCHL .9%3ML CLL(BX/25)	5.26%
06535-01	0409-6535-01	VANCO USP1G ADD-V(BX/10)	17.44%
04011-01	0409-4011-01	VERAPAMIL 2ML AMP(BX/5)	16.00%
01144-05	0409-1144-05	VERAPAMIL 2ML FLP(BX/25)	16.02%
01144-02	0409-1144-02	VERAPAMIL 4ML FLP(BX/5)	16.01%
09633-05	0409-9633-05	VERAPM 4ML ANSYR(BX/10)	4.00%
04887-10	0409-4887-10	WATER INJ 10ML(BX/25)	15.38%
04887-20	0409-4887-20	WATER INJ 20ML(BX/25)	16.25%
03977-03	0409-3977-03	WATER INJ 30ML(BX/25)	16.00%
04887-50	0409-4887-50	WATER INJ 50ML(BX/25)	15.86%

MH3



Stacey Barksdale-Price  
Bound Tree Medical  
Product Manager  
Pharmaceuticals and IV Therapy

Dear Stacey,

On January 1, 2014, Hospira is increasing acquisition pricing to Bound Tree Medical on various contracted products. To assist with communicating to your customers the percent increase Bound Tree Medical received on those products, I have created a product listing that shows the percent increases by product. The listing is sorted alphabetically and divided into two sections: Non-Drug Products and NDC Products.

Sincerely,

A handwritten signature in black ink that reads "Brian Davidson".

Brian Davidson  
Hospira Worldwide, Inc.  
National Account Executive  
Trade Relations

Hospira List-Tuc# Non-Drug Products	NDC#	Product Description	Percent Increase
05816-11		EMPTY STERILE 10ML FTV	5.38%
05816-31		EMPTY STERILE 30ML FTV	4.82%
05829-30		EMPTY STERILE 30ML TTV	4.69%

Hospira List-Tuc# NDC Products	NDC#	Product Description	Percent Increase
03308-03	0409-3308-03	ACETYLCYSTEINE 20% SOLUTION, USP, 30 ML	9.97%
04346-73	0409-4346-73	AMINOCAPROIC ACID INJ USP (250MG/ML) 20ML FTV	50.30%



Hospira List-Tuc# NDC Products	NDC#	Product Description	Percent Increase
05921-01	0409-5921-01	AMINOPHYLLINE INJ USP 250MG 10ML IN 20ML FTV	100.00%
05922-01	0409-5922-01	AMINOPHYLLINE INJ USP 500MG 20ML IN 50ML FTV	100.00%
06043-01	0409-6043-01	AMMONIUM CL INJ 100 MEQ 20ML FTV	100.00%
00418-07	61703-418-07	AQUASOL A PRN 2ML(BX/10)	250.00%
01626-02	0409-1626-02	BUTORPHANOL TARTRATE INJ USP CIV 2MG/ML 2 ML FTV	18.23%
04093-01	0409-4093-01	CHROMIUM TRACE METAL ADDITIVE 10ML FTV	200.00%
04765-86	0409-4765-86	CIPROFLOXACIN INJ USP 200MG 1% SINGLE DOSE 20ML	4.87%
04778-86	0409-4778-86	CIPROFLOXACIN INJ USP 400MG 1% SINGLE DOSE 40ML	5.08%
H0023-25	00039-0023-25	CLAFORAN (CEFOTAXIME SODIUM) 1 GM ADD-V	4.90%
04092-01	0409-4092-01	COPPER TRACE METAL ADDITIVE 10ML FTV	200.00%
02304-01	0409-2304-01	CORLOPAM (FENOLDOPAM MESYLATE) 10MG/ML 1ML AMP	100.00%
01201-20	0409-1201-20	DEMEROL (MEPER HCL INJ USP) CII 10% 20ML MDV	100.00%
01256-01	0409-1256-01	DEMEROL (MEPER HCL INJ USP) CII 100MG/1ML AMP	100.00%
01203-01	0409-1203-01	DEMEROL (MEPER HCL INJ USP) CII 25MG/0.5ML AMP	100.00%
01181-30	0409-1181-30	DEMEROL (MEPER HCL INJ USP) CII 5% 30ML MDV	100.00%
01254-01	0409-1254-01	DEMEROL (MEPER HCL INJ USP) CII 50MG/1.5ML AMP	100.00%
01253-01	0409-1253-01	DEMEROL (MEPER HCL INJ USP) CII 50MG/1ML AMP	100.00%
01255-02	0409-1255-02	DEMEROL (MEPER HCL INJ USP) CII 50MG/ML 2ML AMP	100.00%
01179-30	0409-1179-30	DEMEROL (MEPER HCL INJ USP) CII 75MG 1ML CJT SLMPK	100.00%
01180-69	0409-1180-69	DEMEROL(MEP HCL INJ USP)CII 100MG/1ML CJLL SLMPK	100.00%
01176-30	0409-1176-30	DEMEROL(MEP HCL INJ USP)CII 25MG/1ML CJTLL SLMPK	100.00%
01178-30	0409-1178-30	DEMEROL(MEP HCL INJ USP)CII 50MG/ML CJTLL SLMPK	100.00%
01775-10	0409-1775-10	DEXTROSE 25% INJ USP 2.5G (INF) 10ML ANSYR SYR	24.06%
06648-02	0409-6648-02	DEXTROSE 50% INJ 50ML FTV ADDITIVE	4.84%
01273-32	0409-1273-32	DIAZEPAM INJ CIV 5MG/ML 2ML CJT LL SLMPK	25.06%
04350-03	0409-4350-03	DILTIAZEM HCL FOR INJ, 100MG 15ML ADD-VANTAGE VIAL	4.97%
02290-31	0409-2290-31	DIPHENHYDRAMINE HCL INJ USP 50MG/ML,1ML CJT LL SLP	10.22%
02025-20	0409-2025-20	DOBUTAMINE INJ USP 12.5 MG/ML 20 ML VIAL	5.00%
02344-01	0409-2344-01	DOBUTAMINE INJ USP 250 MG/20 ML FTV	4.94%
02344-02	0409-2344-02	DOBUTAMINE INJ USP 250 MG/20 ML FTV	5.00%
05820-01	0409-5820-01	DOPAMINE HCL 200MG 40MG/ML 5ML FTV	5.00%
06482-01	0409-6482-01	ERYTHROCIN (STR ERY LACTO)500MG VIAL(BENZ AL FREE)	50.00%



Hospira List-Tuc# NDC Products	NDC#	Product Description	Percent Increase
06476-44	0409-6476-44	ERYTHROCIN(STR ERY LACTO) 500MG ADD-V VIAL	50.02%
06102-02	0409-6102-02	FUROSEM 20MG FLPV(BX/25)	34.02%
06102-04	0409-6102-04	FUROSEM 40MG FLPV(BX/25)	58.49%
01639-10	0409-1639-10	FUROSEMIDE INJ USP (10 MG/ML) 10 ML ANSYR SYR	23.97%
06102-10	0409-6102-10	FURSM 100MG/10ML(BX/25)	71.17%
01555-54	0409-1555-54	HEXTEND (6% HETASTARCH IN LACTATE ELECT)INJ 500 ML	50.00%
01410-01	0409-1410-01	ISUPREL (ISOPROTERENOL HCL INJ USP)1:5000 1ML AMP	5.00%
01410-05	0409-1410-05	ISUPREL (ISOPROTERENOL HCL INJ USP)1:5000 5ML AMP	5.00%
02287-31	0409-2287-31	KETOROLAC TROMETHAMINE INJ 30MG/ML 1ML CJTLL SLMPK	9.89%
02287-61	0409-2287-61	KETOROLAC TROMETHAMINE INJ 30MG/ML 2ML CJTLL SLMPK	9.82%
01443-04	0409-1443-04	LEVOPHED (NOREPI BITARTRATE) INJ USP 1MG/ML4ML AMP	50.00%
03375-04	0409-3375-04	LEVOPHED (NOREPI BITARTRATE)INJ USP 1MG/ML 4ML VL	100.00%
09137-05	0409-9137-05	LIDOCAINE HCL INJ USP 1% 5ML ANSYR SYR	76.19%
01985-30	0409-1985-30	LORAZEPAM INJ USP CIV 2MG/ML 1ML CJT LL SLMPK	10.00%
02168-02	0409-2168-02	MAGNESIUM SULFATE 50% INJ USP 20ML FTV	100.00%
01754-10	0409-1754-10	MAGNESIUM SULFATE INJ, USP 50% 10ML ANSYR SYR	100.00%
04091-01	0409-4091-01	MANGANESE TRACE METAL ADDITIVE 10ML FTV	200.00%
03414-01	0409-3414-01	METOCLOPRAMIDE INJ, USP 10MG, 2ML FTV	6.00%
01778-35	0409-1778-35	METOPROLOL TARTRATE INJ USP 1 MG/ML 5 ML CJT LL	25.00%
02285-05	0409-2285-05	METOPROLOL TARTRATE INJ, USP, 1 MG/ML 5 ML AMP	25.17%
01893-01	0409-1893-01	MORPHINE SULF INJ USP CII (PF) 10MG/1ML CPJT SLM	1.75%
01894-01	0409-1894-01	MORPHINE SULF INJ USP CII (PF) 15MG/1ML CPJT SLM	1.75%
01890-01	0409-1890-01	MORPHINE SULF INJ USP CII (PF) 2MG/ML 1ML CPJT SLM	1.75%
01891-01	0409-1891-01	MORPHINE SULF INJ USP CII (PF) 4MG/1ML CPJT SLM	1.75%
01892-01	0409-1892-01	MORPHINE SULF INJ USP CII (PF) 8MG/ML 1ML CJT LL SLMPK	1.92%
03814-12	0409-3814-12	MORPHINE SULF INJ USP CII 0.5MG/ML 10ML FTV PF	1.99%
03815-12	0409-3815-12	MORPHINE SULF INJ USP CII 1MG/ML 10 ML FTV PF	1.96%
06179-14	0409-6179-14	MORPHINE SULF INJ USP CII 25MG/ML 10 ML ADD-V	2.01%
01134-03	0409-1134-03	MORPHINE SULF INJ USP CII 50MG/ML H-CONC 20ML FTV	2.01%
01134-05	0409-1134-05	MORPHINE SULF INJ USP CII 50MG/ML H-CONC 50ML FTV	2.02%
01135-02	0409-1135-02	MORPHINE SULF INJ USPCII 25MG/ML H-CONC10ML FTV/PF	2.04%
01463-01	0409-1463-01	NALBUPHINE HCL INJ 10 MG/ML 1 ML AMP	50.00%



Hospira List-Tuc# NDC Products	NDC#	Product Description	Percent Increase
01464-01	0409-1464-01	NALBUPHINE HCL INJ 10 MG/ML 10 ML FTV	50.00%
01465-01	0409-1465-01	NALBUPHINE HCL INJ 20 MG/ML 1 ML AMP	50.00%
01467-01	0409-1467-01	NALBUPHINE HCL INJ 20 MG/ML 10 ML FTV	50.00%
01782-69	0409-1782-69	NALOXONE HCL INJ USP 0.4 MG/ML 1 ML CARPUJECT LL	100.00%
01215-01	0409-1215-01	NALOXONE HCL INJ USP 0.4MG (0.4MG/ML) 1ML FTV	100.00%
01219-01	0409-1219-01	NALOXONE HCL INJ USP 4.0MG (0.4MG/ML) 10ML FTV	100.00%
06609-02	0409-6609-02	NEUT 4% (SODIUM BICARBONATE ) 5ML FTV ADD	50.00%
08183-01	0409-8183-01	POTASSIUM ACETATE 40MEQ 20ML FTV	100.00%
06635-01	0409-6635-01	POTASSIUM CL INJ 10MEQ 5ML/10ML FTV	100.00%
06651-06	0409-6651-06	POTASSIUM CL INJ 20MEQ 10ML IN 20ML FTV	100.00%
06636-01	0409-6636-01	POTASSIUM CL INJ 30MEQ 15ML/30ML FTV	100.00%
06653-05	0409-6653-05	POTASSIUM CL INJ 40MEQ 20ML IN 30ML FTV	100.00%
07295-01	0409-7295-01	POTASSIUM PHOSPHATE 45MMP 15ML IN 20ML FTV	100.00%
01902-01	0409-1902-01	PROCAINAMIDE HCL INJ USP (100MG/ML) 10ML FTV	100.00%
01903-01	0409-1903-01	PROCAINAMIDE HCL INJ USP (500MG/ML) 2ML FTV	100.00%
06970-10	0409-6970-10	QUELICIN (SUCCLCHOLINE CL)INJ 1000MG 10ML 20ML FTV	50.00%
06629-02	0409-6629-02	QUELICIN(SUCCINYLCHOLINE CL) INJ (20MG/ML)10ML FTV	100.00%
04916-34	0409-4916-34	SOD BICARB INJ USP 7.5%, 50ML ABBOJECT LS	24.03%
06625-02	0409-6625-02	SOD BICARB INJ USP 8.4% 50 MEQ 50 ML FTV	233.33%
03299-06	0409-3299-06	SODIUM ACETATE 2 MEQ/ML 100 ML FTV (PBP)	100.00%
03299-05	0409-3299-05	SODIUM ACETATE 2 MEQ/ML 50 ML FTV (PBP)	100.00%
07299-73	0409-7299-73	SODIUM ACETATE INJ., USP 40MEQ (2MEQ/ML)20ML FTV	100.00%
05534-34	0409-5534-34	SODIUM BICARB INJ USP 4.2% 5 MEQ 10ML ABBOJECT LS	24.00%
04888-12	0409-4888-12	SODIUM CL INJ USP 0.9% 10 ML FTV LS	5.05%
01966-12	0409-1966-12	SODIUM CL INJ USP 0.9% 10ML FTV(BACTERIOSTATIC)-LS	4.81%
04888-50	0409-4888-50	SODIUM CL INJ USP 0.9% 50 ML FTV	5.00%
07391-72	0409-7391-72	SODIUM PHOSPHATE INJ USP 45 MMP 15 ML FTV	100.00%
04887-10	0409-4887-10	STERILE WATER FOR INJ USP 10 ML FTV	10.67%
04887-99	0409-4887-99	STERILE WATER FOR INJ USP 100 ML FTV	10.10%
04887-20	0409-4887-20	STERILE WATER FOR INJ USP 20 ML FTV	9.68%
03977-03	0409-3977-03	STERILE WATER FOR INJ USP 30 ML FTV BACTERIOSTATIC	10.34%
04887-50	0409-4887-50	STERILE WATER FOR INJ USP 50 ML FTV	10.12%



<b>Hospira List-Tuc# NDC Products</b>	<b>NDC#</b>	<b>Product Description</b>	<b>Percent Increase</b>
05779-01	0409-5779-01	TPN ELECT (MULTIPLE ELECT ADD) 20ML IN 50ML FTV	100.00%
04011-01	0409-4011-01	VERAPAMIL HCL INJ 2.5MG/ML 2ML AMP	100.00%
01144-05	0409-1144-05	VERAPAMIL HCL INJ 2.5MG/ML 2ML FTV	100.00%
09633-05	0409-9633-05	VERAPAMIL HCL INJ 2.5MG/ML 4ML ANSYR SYR	100.00%
01144-02	0409-1144-02	VERAPAMIL HCL INJ 2.5MG/ML 4ML FTV	100.00%
09158-01	0409-9158-01	VITAMIN K1 (PHYTONADIONE) INJ 10MG AMP	9.99%
04090-01	0409-4090-01	ZINC TRACE METAL ADDITIVE (1MG/ML) 10ML FTV	200.00%

## WAC Unit Pricing History

GLUCAGEN - 55390-0004-01

Effective Date	Percent Change
11/1/2000	4.0035
4/4/2005	9.2620
1/1/2007	7.6923
4/1/2010	14.2857
4/1/2011	12.5000
10/1/2011	11.1111
12/21/2012	10.0000
12/2/2013	8.1818

## Product Detail

NDC	55390-0004-01
Brand Name	GLUCAGEN
Generic Name	GLUCAGON,HUMAN RECOMBINANT
Label Name	GLUCAGEN 1 MG VIAL
Labeler Name	BEDFORD LABS
Dosage Form	VIAL (EA)
Strength	1 mg/mL
Package Size	1.000
Repackaged Indicator	N
Package Description	VIAL
Case Pack	1
Rx/OTC Indicator	RX
GCN Seq Number	66517
Orange Book Code	ZC
USC #	78800
Therapeutic Class	ALL OTHER MISCELLANEOUS DRUGS, ETHICAL
Generic Price Spread Indicator	
Generic Therapeutic Drug Indicator	Single source
Generic Price Indicator	
Additional Descriptor	W/DILUENT
Route of Administration	INJECTION
Previous NDC	
Replacement NDC	
Federal DEA Code	No Control
Innovator Indicator	Yes
Private Labeler Indicator	All Others
Drug Category	DIAGNOSTICS
Unit of Use	Non Unit of Use Products
Date Added to the Database	09 1999



**City of Rowlett**  
**Staff Report**

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

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**AGENDA DATE:** 05/20/14

**AGENDA ITEM:** 7E

**TITLE**

Consider action approving a resolution amending the Master Fee Schedule for rate and fee changes to the Emergency Services section for Ambulance Fees.

**STAFF REPRESENTATIVE**

Neil Howard, Fire Chief  
Alan Guard, Director of Financial Services

**SUMMARY**

Since 1988, the City of Rowlett's Fire Rescue has been responsible for providing Emergency Medical Services to the community. All of the personnel assigned to our "Med Units" are Firefighter-Paramedics. Not only are they fully trained, certified firefighters, but they also provide primary patient care on Emergency Medical Service (EMS) calls when the need arises. An ambulance fee schedule was implemented at that time to offset the costs incurred with this service. The City has a third-party billing agency that reviews these fees periodically in order to make adjustments for cost increases. The last review was done in 2008; therefore it is time for new revisions to be implemented.

Rowlett Fire Rescue is proposing an increase in ambulance transport fees that would bring Rowlett in line with neighboring cities; thus, allowing the City to more effectively recover the cost of service. The City is dealing with rising costs, low Medicare reimbursements, and a rise in the number of uninsured residents.

Fire Chief Neil Howard presented information to the City Council at the work session of the May 6, 2014 City Council meeting related to increasing these fees. Chief Howard offered City Council two options: Option 1, which was to bring Rowlett more in line with the rates charged by surrounding cities; and Option 2, which was proposed as a way of billing 100% of cost recovery. At the conclusion of the discussion, City Council reached consensus on Option 2 and asked that an item be placed on the May 20, 2014, agenda formalizing the new rate structure.

**BACKGROUND INFORMATION**

Over 64 percent of Rowlett Fire Rescue calls are medical in nature. To meet this demand, Rowlett operates three Mobile Intensive Care Unit (MICU) ambulances and one additional unit, depending on day-specific staffing levels. Each MICU is equipped like an emergency room and provides necessary care until the patient is turned over to the hospital.

Ambulance rates are affected by increases in drug costs, technology, and research. Each year, the price for medical care continues to rise, further affecting the cost to operate ambulances. Medicare

and insurance reimbursement rates, however, continue to decrease. The rates cover only about half of most ambulance bills, the remainder of which is written off. This reduces payments the City receives. Rowlett's annual ambulance transport call volume has increased while the revenue received per transport has decreased.

This proposal was previously brought to Council on February 4, 2014. Before proceeding, Council asked staff to address several questions regarding Medicare and insurance, such as: Why do we subsidize any amount? What percentage of our total calls are Medicare related? Are there private insurance scheduled rates? etc. This staff report addresses the information requested.

## DISCUSSION

At the February 4, 2014, Work Session, Council asked four questions. As part of the May 6<sup>th</sup> presentation, staff provided the following responses to those questions.

1. What is the real cost per transport? The right question should be, "what is the real cost per Emergency Medical Services (EMS) call?", because 35 percent of all calls received by EMS (Chart 2) are not EMS related and 30 percent of all true EMS calls (Chart 4) do not result in transport. Therefore, the real cost per EMS call is \$564 (see calculation in Chart 3 below). This cost is based on the total cost of operating the EMS division, including salary & benefits, supplies and equipment maintenance. We have also taken the percentage of calls associated with EMS versus fire calls to get to the final cost per call.

(Chart 1)

Direct Annual Program Cost		
Description	Detailed Description	Cost
18 Firefighter/Paramedic	Salary & Benefits	\$1,620,000
Medical Control	Annual CE & Medical Director	51,837
Ambulance & Maintenance	Cost of unit fuel & maintenance	583,424
Equipment & Supplies	Cost of single use & reusable equip.	<u>188,860</u>
<b>Total Direct Annual Program Cost</b>		<b><u>\$2,444,121</u></b>

(Chart 2)

Breakdown Between Call Type (EMS Related Personnel Only)		
Description	Percent of Total	Quantity
EMS Calls	65%	2,811
Fire Calls	<u>35%</u>	<u>1,524</u>
<b>Total Calls</b>	<b><u>100%</u></b>	<b><u>4,335</u></b>

(Chart 3)

Annual Program Cost Per Call		
Description	Percent of Total	Cost
Annual Program Cost for EMS Calls	65%	\$1,588,679
Annual Program Cost for Fire Calls	<u>35%</u>	<u>\$ 855,442</u>
Total Annual Program Cost	<u>100%</u>	<u>\$2,444,121</u>
Total Calls		4,335
<b>Total Annual Program Cost Per Call</b>		<b><u>\$564</u></b>

2. Why do we subsidize ambulance service? Before answering this question, staff wants to note that all EMS personnel serve a dual role in the organization (i.e. they respond to Fire calls as well as EMS calls). As shown in Chart 3 above, 65 percent of all calls for EMS related personnel are for EMS. Typically, fire calls are tax-supported, whereas EMS calls can be fee-supported. Therefore, to answer this question, we posit that 65 percent of the annual program cost for EMS related services should be primarily fee-supported; however, it may be impractical to try to collect 100 percent of the cost associated with EMS related services for the following reasons:

1. Medicare/Medicaid is structured in such a way that they only pay about half or less of the actual cost of service (i.e. BLS, ALS1 & ALS2). For example Medicare/Medicaid only pays \$354 for Basic Life Support (BLS) calls, \$420 for Advanced Life Support 1 (ALS) calls and \$608 for Advanced Life Support 2 (ALS) calls. Typically, the portion not paid would be tax supported.
2. Some individuals may be indigent and/or may otherwise not have the financial wherewithal to pay for medical services. Again, this would typically be tax supported.
3. Not all calls result in transports. As you can see from Chart 4 below, only about 30 percent of all EMS calls result in transport.

**(Chart 4)**

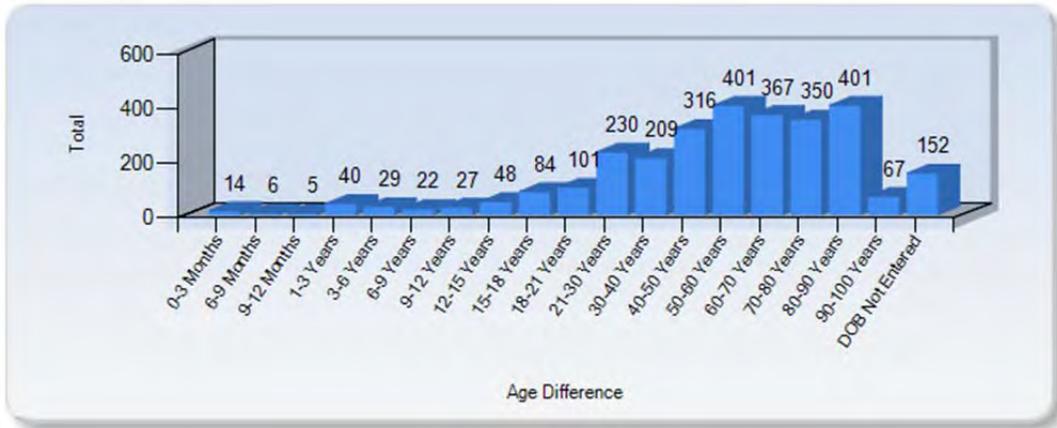
<b>Breakdown Between EMS Calls - Transport versus No Transport</b>		
<b>Description</b>	<b>percent of Total</b>	<b>Quantity</b>
EMS Calls - Transport	70.0%	1,970
EMS Calls – No Transport	30.0%	841
<b>Total EMS Calls</b>	<b>100.0%</b>	<b>2,811</b>

3. What percentage are Medicare calls? In the past twelve months, Medicare and Medicaid calls accounted for 1,057 of our transported related EMS related calls of 1,970. Therefore, about 54 percent of our call volume involving transport for emergency medical services comes from federally-funded programs.

4. Are there private insurance scheduled rates? The answer here is that there is not just one schedule that we can provide because it varies greatly between insurance providers and plan types. Each insurance company has their own rules on what they pay. Some pay roughly 80/20, others 70/30 and some better plans will pay up to 90/10.

5. What is the breakdown on the age of patients transported? Patient ages are shown in Chart 5 below.

**(Chart 5)**



**Current Discussion**

As stated previously, the last adjustment in ambulance fees was in 2008. With ambulance fees remaining unchanged for six years, it is time to make some adjustments. By implementing changes in the ambulance fee schedule, the City of Rowlett would more closely match the actual cost of providing EMS.

The City of Rowlett has three ambulances, which are in service 24/7 every day of the year. Each ambulance is staffed by two Firefighter-Paramedics per shift, and 18 Firefighter-Paramedics are required to maintain this 24/7/365 service. Additional costs include advanced life support equipment, medical supplies, pharmaceuticals, fuel, maintenance, etc. The costs for these services have risen and are expected to continue rising each year.

The current fees charged by the City for ambulance service are shown in Chart 6.

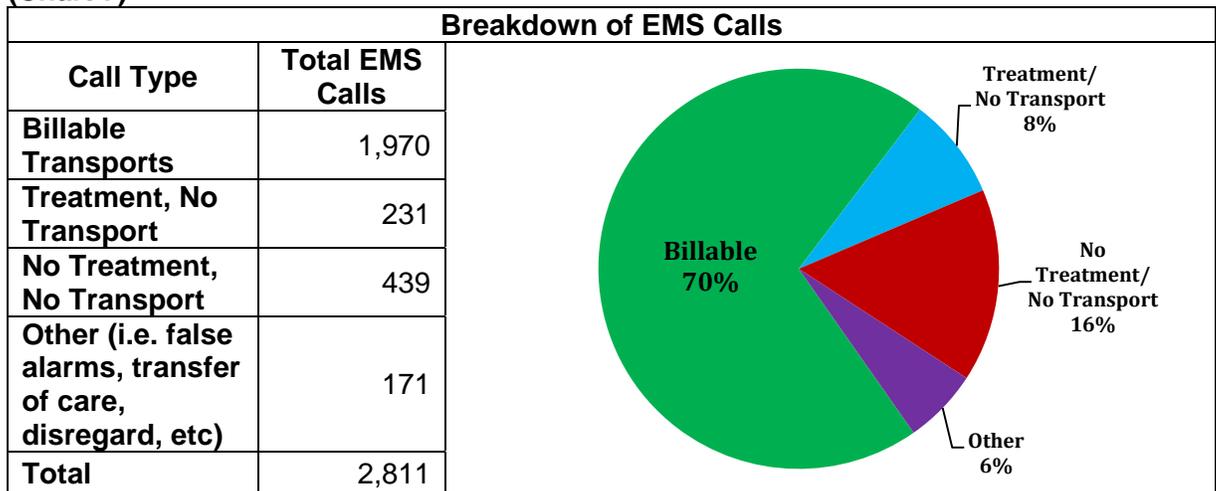
**(Chart 6)**

Fee	Amount
Resident Transport	\$500
Non-Resident Transport	\$600
Patient Loaded Mileage (per mile)	\$10

The City’s third-party billing agency, Emergicon, recommends that the City of Rowlett adopt a fee schedule that would reflect the services provided on Basic Life Support (BLS) and Advanced Life Support (ALS) calls. This system would work well within the City since patients would be billed for the level of services given. It would establish three transport fee categories: Basic Life Support (BLS), Advanced Life Support 1 (ALS1), Advanced Life Support 2 (ALS2); and three fees for non-residents. These levels coincide with the current Medicare fee schedules.

Chart 7 summarizes the total number of EMS calls broken down by type. Attachment 6 provides a detailed breakdown of the EMS calls.

(Chart 7)



### Cost Recovery

As indicated in Chart 3 above, the annual cost associated with EMS calls is about \$1.6 million. At the current rates outlined in Chart 8 below, the City only collects about 43 percent of the total EMS related cost. This is partly due to the reduced payments received from Medicare/Medicaid, but it is also due to the rates that the City charges. Those rates are not sufficient to fully recover the costs of the services provided, much less cover the reduction from payments from Medicare/Medicaid. As a result, staff is proposing to increase the rates to a more appropriate level.

Currently, with the mixture of the types of calls billed, the City collects about 59 percent of the total cost billed as you can see in Chart 8 below.

(Chart 8)

Total Cost Billed Based on Current Call Volume and Rates			
Description	# of Calls	Rate	Billed
<i>Non Medicare/Medicaid:</i>			
BLS	283	\$500	\$141,500
ALS1	616	\$500	308,000
ALS2	14	\$500	7,000
Mileage (avg 8 miles per trip)		\$10	73,040
Subtotal Non Medicare/Medicaid	913		\$529,540
Net Collection (approximately 53%)			\$280,656
<i>Medicare/Medicaid:</i>			
BLS (actual cap = \$354)	380	\$500	\$190,000
ALS1 (actual cap = \$420)	657	\$500	328,500
ALS2 (actual cap = \$608)	20	\$500	10,000
Mileage (avg 8 miles per trip)		\$10	84,560
Subtotal Non Medicare/Medicaid	1,057		\$613,060
Net Collection (approximately 65%)			\$398,489
<b>Total EMS Billing</b>	<b>1,970</b>		<b>\$1,142,600</b>
<b>Total EMS Collection</b>			<b>\$679,145</b>
<b>Total EMS Collection Ratio based on Billing (\$679,145/\$1,142,600)</b>			<b>59%</b>

Total Cost Billed Based on Current Call Volume and Rates			
Description	# of Calls	Rate	Billed
Total EMS Collection Ratio based on Actual EMS Costs (\$679,145/\$1,588,679)			<u>43%</u>
Total EMS Billing Ratio based on Actual EMS Costs (\$1,142,600/\$1,588,679)			<u>72%</u>

### Comparison of Charges

The chart below (Chart 9) shows the average, lowest, highest, and median costs for ambulance transportation. It also compares costs between Rowlett and neighboring cities (see Attachment 1). When considering the most used emergency medical service, ALS 1, **Rowlett ranks 21<sup>st</sup> out of 23 cities for having the lowest ambulance transport rates.**

(Chart 9)

<u>Functions</u>	BLS Resident	BLS Non-Resident	ALS 1 Resident	ALS 1 Non-Resident	ALS 2 Resident	ALS 2 Non-Resident
<b>Low</b>	\$450	\$520	\$450	\$600	\$450	\$600
<b>High</b>	\$1,544	\$1,544	\$1,544	\$1,544	\$1,544	\$1,544
<b>Median</b>	\$650	\$725	\$650	\$725	\$750	\$825
<b>Rowlett</b>	\$500	\$600	\$500	\$600	\$500	\$600

### Mandatory Assignment

The Balance Budget Act of 1997 requires that all ambulance services have “mandatory assignments”. The ambulance fee schedule for the City of Rowlett must reflect costs of operating the ambulance service. The following is recommended:

1. Patients be billed for the level of care received, thus having a different rate for BLS, ALS1, and ALS2.
2. Establish a compassionate billing program that accounts for the fact that there are individuals who cannot pay for EMS services due to financial hardship. The City would grant waivers to those persons who meet certain financial criteria.
3. Consider a waiver policy of ambulance fees for on-duty City employees who are sick or injured (but not covered by worker’s compensation).

### Available Fee Strategies

The chart below (Chart 10) shows the current, recommended and full-cost recovery options available for consideration. As indicated previously, under the current rate structure, Rowlett collects about 43 percent of actual EMS costs of \$1.6 million.

**(Chart 10)**

Description	Current	Option 1	Option 2: Full Cost Recovery
<b>Rates</b>			
<b>Base Rate*:</b>			
BLS	\$500	\$650	\$700
ALS1	\$500	\$675	\$750
ALS2	\$500	\$700	\$800
Mileage	\$10	\$15	\$15
<b>Other:</b>			
Treatment, no Transport	\$0	\$100	\$100
ALS1 Oxygen	\$0	\$60	\$60
ALS2 Oxygen	\$0	\$60	\$60
*Note: Non-resident base fees are \$100 higher for each option.			
<b>Analysis of Options</b>			
<b>Projected EMS Billing</b>	\$1,142,600	\$1,362,700	\$1,593,225
<b>Projected EMS Collection</b>	\$679,145	\$789,195	\$827,009
<b>Projected Change in Collection</b>	n/a	\$110,050	\$148,864
<b>Current EMS Related Cost (Chart 3)</b>	\$1,588,679	\$1,588,679	\$1,588,679
<b>Projected EMS Collection Ratio based on Billing</b>	59%	58%	52%
<b>Projected EMS Collection Ratio based on Actual EMS Costs of \$1,588,679</b>	43%	50%	52%
<b>Projected EMS Billing Ratio based on Actual EMS Costs of \$1,588,679</b>	72%	86%	100%

The chart above allows Council two options: Option 1 is projected to result in higher cost recovery for EMS services provided. It is also projected to increase the fees by about \$110,000 annually. Shown in the projected EMS Billing Ratio, Option 1 will allow the City to bill 86 percent of the actual cost of service. This will base the total billing rate on the benefits received by the individual service user. However, this rate does not seek to recover the full cost of service provided and accepts that aggregate service provision cost will continue to be subsidized by the City.

Option 2 provides the ability to “bill” for the actual cost of EMS services provided currently totaling \$1.6 million. It is projected to increase collections by \$148,864 annually. This option also seeks to reduce the amount subsidized by the City by billing the total cost of service to the service user. However, the projected collection rate based on billing is expected to fall by six percent. This is due to the fact that the amount Medicare/Medicaid will pay is fixed and will remain fixed even if we charge more. In addition, there is the expectation that while the higher rate will generate a higher level of payment from insurance companies and/or private pay, it will also increase a burden on individuals who are unable to pay, thereby reducing the ability to collect.

At the conclusion of the discussion of this item at the May 6<sup>th</sup> City Council work session, Council reached consensus that Option 2 should be brought forward for approval.

## **FINANCIAL/BUDGET IMPLICATIONS**

As previously indicated in Chart 8, it currently costs the City an average of \$564 per EMS call. Currently, the City collects about 43 percent of the total cost of EMS, 59 percent of what is billed, and bills only 72 percent of the actual cost of providing EMS services. Based on the new rates, the City will collect 52 percent of what is billed, collect 52 percent of the actual cost and bill 100 percent of the actual cost of EMS. This is projected to result in an additional \$148,864 on an annual basis.

## **STAFF RECOMMENDATION**

Approve the resolution amending the Master Fee Schedule for rate and fee changes to the Emergency Services section for Ambulance Fees as identified under Option 2.

## **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AMENDING THE MASTER FEE SCHEDULE FOR THE CITY OF ROWLETT TO AMEND THE FEES SET FORTH IN THE EMERGENCY SERVICES SECTION OF THE MASTER FEE SCHEDULE FOR AMBULANCE FEES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Rowlett has heretofore adopted a Master Fee Schedule for the purpose of settling forth the comprehensive fees assessed and collected by the City for a range of applications, permits, licenses, services and activities; and

**WHEREAS**, the City Council desires to amend the said Fee Schedule to revise or add existing or new fees and does so by this Resolution; and

**WHEREAS**, in the event there is a conflict between a fee listed in the Master Fee Schedule and the provisions of any other City ordinance or resolution, the provisions of the Master Fee Schedule shall prevail; and

**WHEREAS**, although the purpose of this resolution is to amend the Master Fee Schedule, this resolution is not intended to amend, abolish or change any fee heretofore established that is not listed in the Master Fee Schedule.

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

**Section 1:** That from and after the effective date of this Resolution the fees and charges set out in the Master Fee Schedule attached hereto as Exhibit "A" shall be collected on behalf of the City for the Emergency Services Section. Other sections, fees or charges not referenced in Exhibit "A" shall remain unaffected by this Resolution.

**Section 2:** That in the event of a conflict between a fee set out in the Master Fee Schedule and the provisions of any other City ordinance or resolution, the provisions of the Master Fee Schedule shall prevail; however, this resolution shall not amend, abolish or change any fee heretofore established that is not listed in the Master Fee

Schedule and such fees shall continue in effect for all purposes until amended by ordinance or resolution or transferred to the Master Fee Schedule.

**Section 3:** That all provisions of the ordinances and resolutions of the City of Rowlett in conflict with the provisions of this resolution be and the same are hereby repealed and all other provisions of the ordinances and resolutions of the City of Rowlett not in conflict with the provisions hereof shall remain in full force and effect.

**Section 4:** That if any section, sentence, clause, or phrase of this resolution is for any reason held to be unconstitutional or otherwise invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, or phrases of this resolution, it being the legislative intent that the provisions of this resolution are severable and that the resolution shall continue in effect notwithstanding the invalidity of such section, sentence, clause, or phrase.

**Section 5:** That this resolution shall become effective immediately upon its passage and the fees provided for in Section 1 of this Resolution (and as revised in Exhibit "A") relative to the proposed rates and fees shall become effective on the 1<sup>st</sup> day of June, 2014.

## **ATTACHMENTS**

Exhibit A – Master Fee Schedule page with proposed changes

Attachment 1 – Comparison of EMS Fees

Attachment 2 – Volume Breakdown by Month

Attachment 3 – Ambulance Fee Graph

Attachment 4 – Primary Payer

Attachment 5 – Transport by Primary Customer

Attachment 6 – Call Breakdown

Attachment 7 – Medicare Recovery Chart

**EXHIBIT A**

**EMERGENCY SERVICES**

Applicable Code, Ordinance or Resolution	Description	Amount
	Ambulance fees:	
RES-072-08	Resident Transport Fee - BLS	<del>\$500.00</del> \$700.00
	Resident Transport Fee – ALS1	\$750.00
	Resident Transport Fee – ALS2	800.00
RES-072-08	Non-Resident Transport Fee - BLS	<del>\$600.00</del> \$800.00
	Non Resident Transport Fee – ALS1	\$850.00
	Non-Resident Transport Fee – ALS2	\$900.00
	ALS1 Oxygen	\$60.00
	ALS2 Oxygen	\$60.00
RES-072-08	Definitive Care (No transport)	\$100.00
RES-072-08	Mileage (per mile)	<del>\$10.00</del> \$15.00
RES-144-07	First Aid CPR class (16 years and older)	\$30.00 per person
RES-144-07	Fire Report (individual other than homeowner)	\$5.00
RES-144-07	Fire Report (homeowner)	No charge
RES-144-07	Medical Report (for individuals other than the patient)	\$20.00
RES-144-07	Medical Report (for patient)	No Charge
RES-144-07, RES-072-08, RES-110-09	Safe-Sitter class (11 years and older)	\$60.00 per person

## DFW EMS Rates Comparison

	BLS Rate Resident	BLS Rate Non Resident	ALS 1 Rate Resident	ALS 1 Rate Non Resident	ALS 2 Rate Resident	ALS 2 Rate Non Resident
Bedford Fire	\$ 787.00	\$ 787.00	\$ 855.00	\$ 855.00	\$ 900.00	\$ 900.00
Carrollton Fire 52	\$ 468.00	\$ 520.00	\$ 624.00	\$ 676.00	\$ 780.00	\$ 832.00
Cedar Hill	\$ 600.00	\$ 675.00	\$ 600.00	\$ 675.00	\$ 600.00	\$ 675.00
Coppell Fire	\$ 750.00	\$ 850.00	\$ 850.00	\$ 950.00	\$ 950.00	\$ 1,050.00
Dallas Fire	\$ 800.00	\$ 900.00	\$ 800.00	\$ 900.00	\$ 800.00	\$ 900.00
De Soto Fire	\$ 825.00	\$ 900.00	\$ 1,050.00	\$ 1,125.00	\$ 1,200.00	\$ 1,275.00
Duncanville Fire	\$ 825.00	\$ 900.00	\$ 1,050.00	\$ 1,125.00	\$ 1,200.00	\$ 1,275.00
Eules Fire	\$ 787.00	\$ 787.00	\$ 855.00	\$ 855.00	\$ 900.00	\$ 900.00
Fort Worth Fire	\$ 1,544.00	\$ 1,544.00	\$ 1,544.00	\$ 1,544.00	\$ 1,544.00	\$ 1,544.00
Frisco Fire	\$ 550.00	\$ 700.00	\$ 550.00	\$ 700.00	\$ 550.00	\$ 700.00
Garland Fire	\$ 550.00	\$ 650.00	\$ 600.00	\$ 700.00	\$ 725.00	\$ 825.00
Grand Prairie Fire	\$ 650.00	\$ 750.00	\$ 650.00	\$ 750.00	\$ 650.00	\$ 750.00
Grapevine Fire	\$ 787.00	\$ 787.00	\$ 855.00	\$ 855.00	\$ 900.00	\$ 900.00
Hurst Fire	\$ 700.00	\$ 800.00	\$ 700.00	\$ 800.00	\$ 700.00	\$ 800.00
Irving Fire	\$ 450.00	\$ 600.00	\$ 450.00	\$ 600.00	\$ 450.00	\$ 600.00
Landcaster Fire	\$ 600.00	\$ 650.00	\$ 650.00	\$ 700.00	\$ 800.00	\$ 825.00
Mansfield Fire	\$ 300.00	\$ 450.00	\$ 375.00	\$ 525.00	\$ 375.00	\$ 575.00
McKinney Fire	\$ 550.00	\$ 625.00	\$ 650.00	\$ 725.00	\$ 750.00	\$ 825.00
Mesquite Fire	\$ 650.00	\$ 725.00	\$ 650.00	\$ 725.00	\$ 650.00	\$ 725.00
Murphy Fire	\$ 600.00	\$ 690.00	\$ 600.00	\$ 690.00	\$ 600.00	\$ 690.00
Plano Fire	\$ 600.00	\$ 700.00	\$ 600.00	\$ 700.00	\$ 600.00	\$ 700.00
Richardson Fire	\$ 575.00	\$ 650.00	\$ 575.00	\$ 650.00	\$ 575.00	\$ 650.00
Rowlett Fire	\$ 500.00	\$ 600.00	\$ 500.00	\$ 600.00	\$ 500.00	\$ 600.00
<b>Low</b>	\$ 450.00	\$ 520.00	\$ 450.00	\$ 600.00	\$ 450.00	\$ 600.00
<b>High</b>	\$ 1,544.00	\$ 1,544.00	\$ 1,544.00	\$ 1,544.00	\$ 1,544.00	\$ 1,544.00
<b>Average</b>	\$ 671.65	\$ 749.57	\$ 723.17	\$ 801.09	\$ 769.52	\$ 848.52
<b>Median</b>	\$ 600.00	\$ 700.00	\$ 650.00	\$ 725.00	\$ 725.00	\$ 825.00

<b>Mileage Rate</b>
\$ 15.00
\$ 9.00
\$ 12.00
\$ 15.00
\$ 15.00
\$ 15.00
\$ 15.00
\$ 15.00
\$ 15.00
\$ 10.00
\$ 10.00
\$ 10.00
\$ 10.00
\$ 15.00
\$ 10.00
\$ 10.00
\$ 12.00
\$ 6.25
\$ 15.00
\$ 15.00
\$ 10.00
\$ 10.00
\$ 15.00
\$ 10.00
\$ 9.00
\$ 15.00
\$ 12.14
\$ 12.00

<u>MONTH</u>	<u>TRIPS</u> <u>BILLED</u>	<u>BILLED PER TRIP</u>	<u>COLLECTED PER</u> <u>TRIP</u>	<u>CHARGES BILLED</u>	<u>TOTAL</u> <u>COLLECTIONS</u>	<u>COLLECTION %</u> <u>RATE</u>	
Apr-13	148	\$562.43	\$365.15	Apr-13	\$83,240.00	\$54,042.42	77.56%
May-13	163	\$577.18	\$319.80	May-13	\$94,080.00	\$52,127.11	64.34%
Jun-13	172	\$578.47	\$346.61	Jun-13	\$99,497.00	\$59,616.74	70.01%
Jul-13	170	\$578.29	\$347.47	Jul-13	\$98,310.00	\$59,070.44	72.61%
Aug-13	171	\$575.96	\$358.99	Aug-13	\$98,490.00	\$61,386.64	73.12%
Sep-13	155	\$581.81	\$323.47	Sep-13	\$90,180.00	\$50,137.56	65.87%
Oct-13	174	\$568.48	\$320.76	Oct-13	\$98,915.00	\$55,811.91	66.01%
Nov-13	163	\$578.08	\$340.16	Nov-13	\$94,227.00	\$55,446.69	68.88%
Dec-13	182	\$570.20	\$282.89	Dec-13	\$103,776.43	\$51,485.77	58.20%
Jan-14	163	\$571.47	\$263.20	Jan-14	\$93,450.00	\$42,901.02	52.39%
Feb-14	173	\$583.06	\$244.98	Feb-14	\$100,870.00	\$42,381.74	48.58%
Mar-14	162	\$572.04	\$27.65	Mar-14	\$92,670.00	\$4,479.88	4.92%
<b>TOTAL</b>	<b>1996</b>	<b>\$6,897.47</b>	<b>\$3,541.13</b>	<b>TOTAL</b>	<b>\$1,147,705.43</b>	<b>\$588,887.92</b>	<b>51.31%</b>

	Calls	Description	Budget	
<u>Tax Supported</u>	575	NO BILL OFR MANDATED DISCOUNT Medicare/Medicaid (discount); no Treatment, no Transport. Fals Alarms; Call Cancelled; no Patient Found	\$0.34M	<u>Unbillable or Uncollectible</u>
	266	PARGIAL BILLING- Treated. No Transport; Dead on Scene; Transfer oc Care	\$0.15M	
<u>Fee Supported</u>	1,970	FULL BILLING- Medicare/Medicaid 9discounted rate); Treated and Transported by law enforcement or private vehicle	\$1.1M	<u>Billable</u>
2,811		Total EMS Calls		
Total EMS Budget			\$1.59M	

APRIL 1, 2013 to MARCH 31, 2014

<u>Type of Call</u>	<u>A/R</u>	<u>Transactions</u>			
<b>Medicare</b>					
			<b>Charges</b>	<b>Payments</b>	
BLS	298	\$166,519.00	\$	(96,200.61)	\$20,127.05
ALS-2 Emergency	19	\$9,740.00	\$	(8,291.13)	\$815.97
ALS - Advanced Life Support	603	\$338,965.00	\$	(232,201.15)	\$41,116.63
<b>Medicaid</b>					
BLS	82	\$46,060.00	\$	(20,819.88)	\$920.00
ALS-2 Emergency	1	\$510.00	\$	(440.06)	\$0.00
ALS - Advanced Life Support	54	\$31,512.00	\$	(16,510.41)	\$580.00
<b>Commercial Insurance</b>					
BLS	154	\$87,351.00	\$	(52,617.22)	\$33,147.36
ALS-2 Emergency	6	\$3,460.00	\$	(1,920.12)	\$1,539.36
ALS - Advanced Life Support	391	\$226,831.00	\$	(152,955.59)	\$68,036.81
<b>Worker's Comp</b>					
BLS	4	\$2,550.00	\$	(972.30)	\$1,260.00
ALS - Advanced Life Support	6	\$3,610.00	\$	(2,370.09)	\$1,060.00
<b>Private Pay</b>					
TNT w/Drugs Res	1	\$100.00	\$	(100.00)	\$0.00
BLS	107	\$62,308.00	\$	(1,570.00)	\$60,738.00
ALS-2 Emergency	8	\$4,570.00	\$	(530.00)	\$4,040.00
ALS - Advanced Life Support	216	\$126,982.00	\$	(6,841.32)	\$119,396.25
<b>Bill Patient</b>					
BLS	1	\$670.00	\$	-	\$670.00
ALS - Advanced Life Support	3	\$1,730.00	\$	-	\$1,730.00

August 2013 - January 2014

**Transport by Primary Payer**

<b>Medicare</b>	Runs	Billed Amount	Adjustments	Payments Received	Balance Unpaid
ALS	275	\$157,785.00	(\$31,658.99)	(\$107,790.15)	\$18,335.86
ALS-2	15	\$8,160.00	(\$587.36)	(\$6,658.75)	\$913.89
BLS	159	\$89,399.00	(\$26,785.08)	(\$50,502.86)	\$12,111.06
<b>Medicaid</b>					
ALS	30	\$17,192.00	(\$7,486.69)	(\$8,515.31)	\$1,190.00
BLS	34	\$20,270.00	(\$10,488.84)	(\$8,651.16)	\$1,130.00
<b>Commercial</b>					
ALS	202	\$119,974.00	(\$4,497.03)	(\$78,921.10)	\$36,555.87
ALS-2	2	\$1,230.00	\$0.00	\$0.00	\$1,230.00
BLS	84	\$47,591.00	(\$1,280.42)	(\$27,135.20)	\$19,175.38
<b>Worker's Comp</b>					
ALS	4	\$2,200.00	(\$74.60)	(\$1,065.40)	\$1,060.00
BLS	2	\$1,260.00	(\$159.42)	(\$490.58)	\$610.00
<b>Private Pay</b>					
ALS	119	\$71,312.00	(\$540.00)	(\$2,080.00)	\$68,692.00
ALS-2	2	\$1,140.00	\$0.00	\$0.00	\$1,140.00
BLS	59	\$34,178.00	\$0.00	(\$560.00)	\$33,618.00
<b>Bill Patient</b>					
ALS	2	\$1,170.00	\$0.00	\$0.00	\$1,170.00
BLS	1	\$670.00	\$0.00	\$0.00	\$670.00
<b>Totals</b>	<b>990</b>	<b>\$573,531.00</b>	<b>(\$83,558.43)</b>	<b>(\$292,370.51)</b>	<b>\$198,302.06</b>

Disposition		Pct		
Assist	<u>5</u>	0.18%	\$	2,819.06
Call Cancelled	<u>4</u>	0.14%	\$	2,255.24
Dead on Scene, No Transport	<u>32</u>	1.14%	\$	18,041.95
Dead on Scene, Transport	<u>0</u>	0.00%	\$	-
Disregarded Enroute	<u>26</u>	0.92%	\$	14,659.09
False Alarm (No Incident Occurred)	<u>19</u>	0.68%	\$	10,712.41
No Patient Found	<u>82</u>	2.92%	\$	46,232.51
No treatment, No Transport	<u>439</u>	15.62%	\$	247,513.06
Patient Care Transferred	<u>3</u>	0.11%	\$	1,691.43
			\$	-
Personnel Aiding in Transport	<u>0</u>	0.00%	\$	-
Standby	<u>0</u>	0.00%	\$	-
Transported Lights/Siren	<u>436</u>	15.51%	\$	245,821.63
Transported Lights/Siren, Downgraded	<u>5</u>	0.18%	\$	2,819.06
Transported No Lights/Siren	<u>1,516</u>	53.93%	\$	854,737.59
Transported No Lights/Siren, Upgraded	<u>13</u>	0.46%	\$	7,329.54
Treated, Transported by Law Enforcement	<u>14</u>	0.50%	\$	7,893.36
Treated, Transported by Private Vehicle	<u>3</u>	0.11%	\$	1,691.43
Treatment, No Transport	<u>214</u>	7.61%	\$	120,655.57
<b>Total</b>	<b>2,811</b>	<b>100%</b>	\$	<b>1,584,872.93</b>

\$ 1,584,872.93

Call Type	Total Calls	Billed Amount	Percentage
Billable Transports \$	<u>1,970</u>	\$1,110,707.81	70.08%
Treatment No Transport	<u>231</u>	\$130,240.36	8.22%
Transfer of Care	<u>3</u>	\$1,691.43	0.11%
Dead on Scene	<u>32</u>	\$18,041.95	1.14%
No Treatment No Transport	<u>570</u>	\$321,372.31	20.28%
Assist	<u>5</u>	\$2,819.06	0.18%
	<b>2,811</b>		
		\$1,584,872.93	100.00%

**Medicare Recovery Chart**

	<b>Proposed Rate</b>	<b>What Medicare Pays</b>	<b>Difference</b>
<b>BLS – Resident</b>	\$600	\$354	\$246
<b>ALS 1 – Resident</b>	\$625	\$420	\$205
<b>ALS 2 – Resident</b>	\$650	\$608	\$42



# City of Rowlett

## Staff Report

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

**AGENDA DATE:** 05/20/14

**AGENDA ITEM:** 7F

### **TITLE**

Consider action to approve a resolution entering into an Interlocal Agreement with Dallas County Schools, which will allow both governmental entities to cooperatively purchase goods and services under each other's competitively bid contracts.

### **STAFF REPRESENTATIVE**

Alan Guard, Chief Financial Officer  
Allyson Wilson, Purchasing Agent

### **SUMMARY**

This item is to establish an Interlocal Agreement between the City of Rowlett and Dallas County Schools for cooperative purchasing of goods and services. Recently, Chief Peters with Dallas County Schools Police Department requested that they be allowed to cooperatively purchase from the City of Rowlett's Contract for Public Safety Software with Integrated Computer Systems (ICS); therefore, City staff is requesting an Interlocal Agreement be established for this purpose.

### **BACKGROUND INFORMATION**

Texas Local Government Code provides the opportunity for governmental entities to participate in Cooperative Purchasing Programs with each other as stated below. The City of Rowlett currently has thirty-three Interlocal Agreements established with other governmental entities.

### **DISCUSSION**

Section 271.102, Texas Local Government Code, authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization, and such process satisfies the state law competitive bid requirements. Chapter 791 of the Texas Government Code also authorizes respective governing bodies and officials in accordance with the "Interlocal Cooperation Act" to participate in a Cooperative Purchasing Program with another government entity, and such process satisfies the state law competitive bid requirements.

The adoption of the above stated resolution will allow both parties, the City of Rowlett and Dallas County Schools, to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code and Chapter 791 of the Texas Government Code. There is no fee involved for the Interlocal Agreement.

The City Manager and School Superintendent or designee for each party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments to the other party or directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code and Chapter 791 of the Texas Government Code. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

The City Attorney, David Berman, has reviewed and approved the Interlocal Agreement attached hereto and incorporated herein by reference as Exhibit A.

### **FINANCIAL/BUDGET IMPLICATIONS**

Not Applicable as there is no fee involved to establish the Interlocal Agreement with Dallas County Schools.

### **RECOMMENDED ACTION**

City staff recommends the City Council approve a resolution entering into an Interlocal Agreement with Dallas County Schools, which will allow both governmental entities to cooperatively purchase goods and services under each other's competitively bid contracts.

### **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH DALLAS COUNTY SCHOOLS FOR COOPERATIVE BID AND PURCHASE OF GOODS AND SERVICES UNDER COMPETITIVELY BID CONTRACTS PURSUANT TO SUBCHAPTER F, CHAPTER 271, OF THE TEXAS LOCAL GOVERNMENT CODE AND CHAPTER 791 OF THE TEXAS GOVERNMENT CODE FOR THE CITY OF ROWLETT, TEXAS; AUTHORIZING THE CITY MANAGER OR DESIGNEE AS THE COORDINATOR FOR THE COOPERATIVE ENTITY UNDER SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Rowlett, Texas finds that the Texas Local Government Code Section 271.102, and Chapter 791 of the Texas Government Code allows local governments to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization and allows both parties to purchase goods and services under each other's competitively bid contracts, and such process satisfies the State law competitive bid requirements; and

**WHEREAS**, the City of Rowlett desires to participate in an Interlocal Cooperation Agreement with Dallas County Schools to cooperatively purchase goods and services for each governmental entity.

**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 does hereby approve the Interlocal Cooperation Agreement with Dallas County Schools for cooperative bid and the purchase of goods and services; a copy of said agreement being attached hereto and labeled "Exhibit A".

**Section 2:** That the City Manager or designee is hereby authorized to execute the agreement with Dallas County Schools and such documents as may be necessary or appropriate pursuant thereto.

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

**ATTACHMENT**

Exhibit A – Interlocal Cooperation Agreement

## INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

This Interlocal Cooperative Purchasing Agreement is made and entered into on this \_\_\_\_\_th day of \_\_\_\_\_, 2014, by and between DALLAS COUNTY SCHOOLS (“DCS”) and CITY OF ROWLETT, each political subdivisions of the State of Texas acting by and through its duly authorized officials. DCS and CITY OF ROWLETT may collectively be referred to herein as the Parties.

### RECITALS

**WHEREAS**, DCS and CITY OF ROWLETT are both governmental entities authorized to enter into agreements in accordance with the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791 (the “Act”), for the purpose of achieving efficiency in the accomplishment of governmental administrative functions, including the purchase of goods and services;

**WHEREAS**, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to relieve the burdens of the governmental purchasing function, and to realize the potential economies of scale available through cooperative purchasing, including administrative cost savings to the Parties;

**WHEREAS**, DCS and CITY OF ROWLETT wish to enter into an Interlocal Agreement pursuant to the Act (hereinafter called "Agreement") to set forth the terms and conditions upon which DCS and CITY OF ROWLETT may purchase various goods and services commonly utilized by each entity.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Parties agree as follows.

### I. DEFINITIONS

1. CITY OF ROWLETT shall be the “Procuring Party,” which shall mean the party that holds the underlying contract or solicitation agreement with the vendor and has satisfied the competitive procurement requirements of Chapter 44 of the Texas Education Code in procuring such goods, materials and services.
2. DCS shall be the “Purchasing Party,” which shall mean the party that seeks to purchase or purchases goods, materials or services under this Agreement utilizing the contracts, solicitation agreements or pricing competitively procured and negotiated by the Procuring Party.

### II. TERMS AND CONDITIONS

1. DCS and CITY OF ROWLETT agree to cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and DCS may purchase goods and services competitively procured by CITY OF ROWLETT, in compliance with Chapter 44 of the Texas Education Code, from vendors under present and future contracts with CITY OF ROWLETT. There shall be no administrative fees associated with purchases made under this Agreement. The Procuring Party shall include in its solicitations covered by this Agreement at least general notice to vendors that the Purchasing Party may avail itself of the vendor’s bid or proposal.

2. The Purchasing Party agrees to make timely payments to the vendor for the goods, materials and services received in accordance with the contracts, terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the Purchasing Party and shall be the exclusive obligation of that party and not the Procuring Party. Furthermore, the Purchasing Party is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Purchasing Party deems necessary or desirable under state or local law, local policy or rule, or within its business judgment.

### **III. TERM AND TERMINATION.**

1. Term. The initial term of this Agreement shall commence on the date it is executed by both Parties (“Commencement Date”) and continue in effect for a period of one year from that date. The Agreement will thereafter automatically renew for successive one-year terms on the anniversary date of the Commencement Date initial term, unless the Agreement is sooner terminated in accordance with the provisions herein.
2. Termination. This Agreement may be terminated by either DCS or CITY OF ROWLETT, with or without cause, at any time, by providing thirty (30) days prior written notice by Certified Mail, Return Receipt Requested to the other party at the address provided for that party in the signature block of this Agreement or at such other address as is provided in writing by either party to the other during the term of this Agreement. Upon termination of the Agreement, the Parties shall each bear the full financial responsibility for all of its purchases made under or through this Agreement. The Procuring Party may seek the whole amount due, if any, from the Purchasing Party to the extent the Procuring Party is charged by the vendor for any purchase made by the Purchasing Party.

### **IV. GENERAL PROVISIONS**

1. Authorization to Participate and Compliance with Local Policies. DCS or CITY OF ROWLETT, each represents and warrants to the other that its respective governing body has duly authorized its participation in this Interlocal Cooperative Purchasing Agreement and that it will comply with all state and local laws and policies pertaining to purchasing of goods and services through its participation in this Agreement.
2. Relationship of the Parties. Each party is acting independently; neither is an agent, servant, or employee of the other; and the Parties are not engaged in a joint enterprise.
3. Cooperation and Access. The Parties agree that they will cooperate in compliance with any reasonable requests for information and/or records made by the other for purposes of compliance with purchasing laws or their respective local policies.
4. Current Revenue. DCS and CITY OF ROWLETT each represents and warrants to the other that each shall each make its respective payments under this Agreement from

current revenues available to the party, and all obligations entered into by the Parties in the future will be subject to appropriation.

5. Jurisdiction/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and to the extent permitted by law, venue for all disputes arising under this Agreement shall lie in Dallas County, Texas.
6. Legal Authority. Each Party warrants to the other the following:
  - a) It meets the definition of “Local Government” or “State Agency” under the Act.
  - b) The functions and services to be performed under the Agreement will be limited to “Administrative Functions” as defined in the Act, which includes purchasing.
  - c) It possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
  - d) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Purchasing Party must meet under all applicable local policy, regulation, or state law.
  - e) All state, local or third-party requirements to approve, record or authorize the Agreement have been met.
7. Severability. If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
8. Contract Construction. Both Parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.
9. Non-Waiver of Performance. A waiver by either party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.
10. Governmental Immunity. This Agreement is expressly made subject to DCS and CITY OF ROWLETT’S governmental immunity, including but not limited to the Texas Civil Practice and Remedies Code and all applicable state and federal law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a

waiver of any immunities from suit or from liability that the Parties have by operation of law.

11. Entire Agreement and Amendment. This Agreement represents the complete understanding of the Parties regarding the subject matter of this Agreement. This Agreement may only be amended by written agreement executed by both Parties.

12. Signatures/Counterparts. The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement if a facsimile signature is provided, which may be relied upon as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties, acting through their duly authorized representatives, accept this Agreement.

## **DALLAS COUNTY SCHOOLS**

By: \_\_\_\_\_  
Rick D. Sorrells, Ed. D., Superintendent

**Address for Notice:**  
Dallas County Schools  
Attn: Superintendent of Schools  
612 N. Zang Blvd.  
Dallas, TX 75208  
(214) 944-4545

## **CITY OF ROWLETT**

By: \_\_\_\_\_  
**Brian Funderburk, City Manager**

**Address for Notice:**  
CITY OF ROWLETT  
4000 Main Street  
Rowlett, TX 75088



# City of Rowlett

## Staff Report

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

**AGENDA DATE:** 05/20/14

**AGENDA ITEM:** 7G

### **TITLE**

Consider action to approve a resolution approving a list of projects for Waterview Golf Course for an estimated amount of \$830,448 and a budgetary contingency of \$50,000 for a total amount not to exceed \$880,448.

### **STAFF REPRESENTATIVE**

Brian Funderburk, City Manager

### **SUMMARY**

The Golf Advisory Board (GAB) has recommended a slate of projects for consideration by the City Council for the Waterview Golf Course. The purpose of this item is to approve a list of projects with an estimated budget to implement the projects over the course of the year.

### **BACKGROUND INFORMATION**

On December 18, 2012, the GAB provided recommendations to the City Council regarding additional improvements to the golf course, including funds to enclose the clubhouse, add a lake on Hole #2, modify the tee boxes on Hole #18, add additional trees and repair settled sprinkler trenches throughout the course. The Council took issue with repairing the trenches, agreeing with staff that it should be a contractual obligation of American Golf Corporation (AGC), and provided consensus to move forward with the remaining four projects. The additional trees recommended and the work on the tee box on Hole #18 was completed in 2013. However, the pavilion project and the lake at Hole #2 is now being considered as part of a slate of projects discussed with Council on March 18, 2014.

On March 18, 2014, the GAB provided recommendations to the City Council regarding five separate projects totaling \$820,672. Subsequent to that event, on April 1, 2014, the GAB recommended one additional project to add two additional tee boxes on Hole #6 and #16 for a total estimated cost of \$9,000 bringing the total estimated project costs to \$829,672.

Since March 18<sup>th</sup>, City staff has met with AGC staff on several occasions. AGC has expressed concern with the additional bunkers that they may affect the pace of play, a key priority with AGC. From the GAB's perspective, the bunkers offer a play dynamic forcing golfers to have to make decisions about the shot they wish to play, a key priority for the GAB. In order to properly evaluate and resolve the potential conflict, City staff and AGC has engaged the services of Professional Golf Services for a tee and bunker study. A key component of this study is to evaluate the golf course for a "balance" between pace of play and play dynamic. The study will result in a report that includes factors such as bunker locations, yardage reports, shot strategy and playability. It is possible that the study could recommend replacing tee boxes rather than

bunkers to achieve the same goal. Generally speaking, tee boxes are less expensive to build and maintain than bunkers.

Finally, City staff has been working with AGC to develop a time schedule for the proposed projects. While some of the projects could start quickly (i.e. drainage on Hole #10, retaining wall on Hole #18, etc.), other projects will need to be built around AGC's tournament schedule. In addition, AGC has requested that the lake project on Hole #2 be fully designed.

## DISCUSSION

As indicated above, the GAB has recommended six capital improvement projects for Waterview Golf Course. Those projects and a description of each project is listed below.

### **FY2014 Proposed Projects:**

On March 4, 2014, the GAB recommended five projects totaling \$820,672. This includes the recommendation for the Waterview Clubhouse and a revised project scope for the lake on Hole #2 from the December 2012 list. It also includes three new projects to fix drainage, add new bunkers and replace the retaining wall on Hole #18 (in partnership with the Waterview HOA). In addition, on April 1, 2014, the GAB added a recommendation to add two additional tee boxes for an estimated cost of \$9,000 bringing the total estimated cost to \$829,672. Finally, staff has updated the bid on the drainage project on Hole #18, increasing by \$776.

The complete list is itemized below:

Projects	Description	Projected Cost 3-18-14	Projected Cost 5-20-14
1	<b>Waterview Clubhouse Improvements</b>	\$518,304	\$518,304
2	<b>Add lake(s) on Hole #2</b>	71,288	71,288
3	<b>Drainage on Hole #10</b>	45,399	46,175
4	<b>New Bunkers</b>	34,880	34,880
5	<b>Replace retaining wall on Hole #18 tee box</b>	150,801	150,801
6	<b>Add two tee boxes on Hole #6 and Hole #16</b>	0	9,000
	<b>Total recommended expenditures</b>	\$820,672	\$830,448
	<b>Contribution from Waterview HOA</b>	(31,000)	(31,000)
	<b>Net cost to City of Rowlett</b>	\$789,672	\$799,448
	<b>Available balance in Fund 180 for FY2014</b>	(340,092)	(340,092)
	<b>Net shortfall (funds will be needed from financing or phasing)</b>	<u>\$449,580</u>	<u>\$459,356</u>
	<b>Net change from 3-18-14</b>		<u>\$9,776</u>

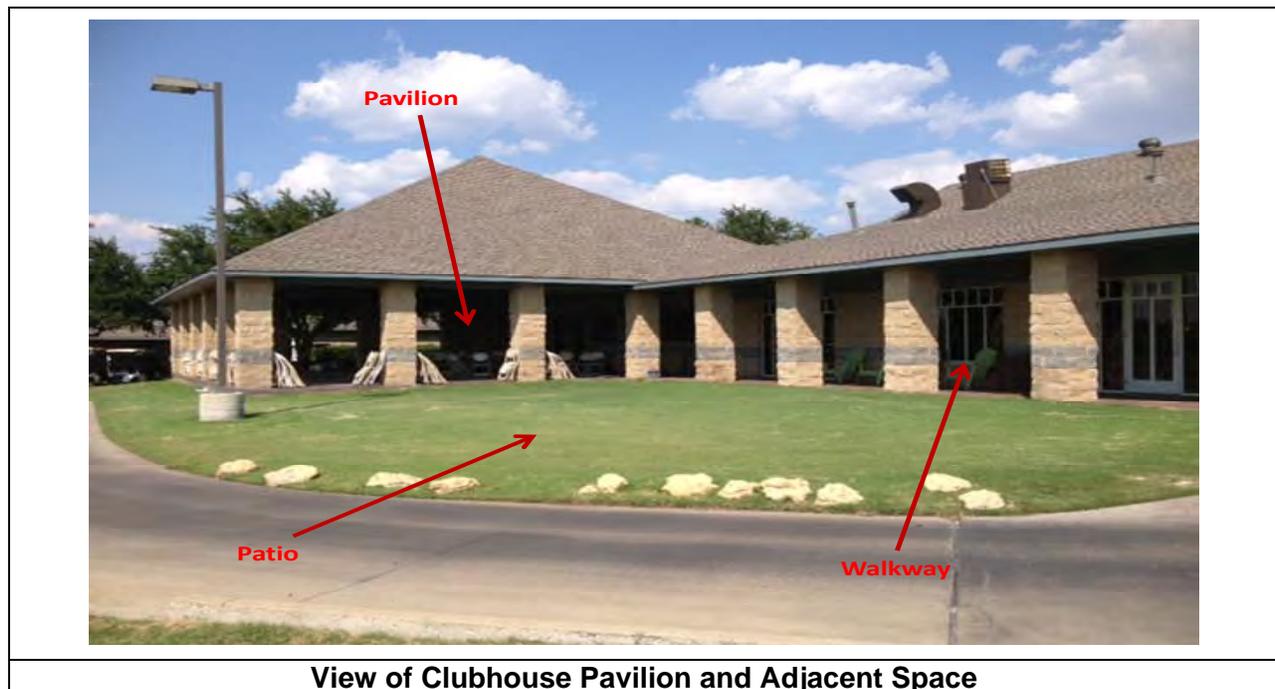
### ***Project One: Waterview Clubhouse Improvements***

Originally, the improvements to the clubhouse were to include only the enclosure of the pavilion; however, at the meeting with the City Council on December 18, 2012, the Council indicated a desire to have a patio considered as well. Also, once staff engaged American Golf in the discussions regarding the clubhouse, they requested consideration for adding the expansion of the dining room and bathrooms as alternate bids. The City's architect, Kelly McCarthy, completed those designs in December 2013, and the project was let for bid. By February, 2014,

the bids were received. With all components, the total project budget increased from an estimate of \$100,000, which was not derived from any specific analysis or quotes to a hard bid of \$518,304 for the base bid and all alternates. In its entirety, the clubhouse improvements include the enclosure of the pavilion, addition of a patio with a fire pit, and expansion and updating of the dining room and bathrooms. The emphasis of the project is to enhance the viability of the golf course as a community asset. The total cost is \$518,304 based on a bid from PCM and was recommended in its entirety by the GAB by a 3-2 vote.

The breakdown of the bids for the Waterview Clubhouse Improvements are as follows:

Item	PCM	Westcliffe	Grounds General Construction
<b>Base Bid (Pavilion)</b>	\$213,785	\$213,238	Disqualified. Did not meet requirements for bid.
<b>Alternate #1 – Dining Expansion</b>	\$147,056	\$152,657	
<b>Alternate #2 – Patio</b>	\$61,352	*\$72,011	
<b>Alternate #3 – Fire Pit</b>	\$6,411	\$11,583	
<b>Alternate #4 – Restroom Addition</b>	\$64,400	\$82,244	
<b>Landscaping</b>	\$25,300	*included above	
<b>Total Project (Base + Alternates)</b>	<u>\$518,304</u>	<u>\$531,733</u>	



**Project Two: Add Lake(s) on Hole #2**

In FY2013, at the GAB’s recommendation, the City set aside \$35,000 to build a lake or couple of lakes adjacent to the green of Hole #2. Since that time, the GAB and staff, along with a design engineer, evaluated locating the lake on the left side, in the center (in front of the green) and on the right hand side. AGC had significant concerns about locating the lake on the left side due to the concern that golfers who fear water hazards may intentionally hit the ball to the right

hand side bringing the homes along that side in play. There are no homes on the left hand side. Location of the ponds in front of the green was also rejected due to the relative high cost associated with earth movement. However, the placement of the lake on the right hand side adds an attractive dynamic to play without increasing the risk to our residents. As a result, based on a proposal from Larson Golf Services, totaling \$71,288, the GAB voted 5-0 to recommend this project.

#### ***Project Three: Drainage on Hole #10***

The drainage project on Hole #10 has been an issue for some time. Every time there is a rain event, the drainage pipe, which is undersized, backs up and into the back yards of residents who live along the golf course. The original bid for this project approximately one year ago was \$45,399. This project was rebid at \$46,175 in April 2014, a net increase of \$776. The project will increase the size of the pipeline from 10" to 15" and enhance the catch basins. The GAB voted 5-0 to recommend this project.

#### ***Project Four: New Bunkers***

Features and hazards are an intriguing part of what makes this sport so interesting to golfers. Water hazards and sand traps help stimulate and challenge players of all ages. One of the proposals the GAB considered was to add additional bunkers to the golf course on Hole #4 fairway, Hole #9 fairway or greenside, Hole #10 fairway, and Hole #15 fairway. Based on a proposal from Larson Golf Services, totaling \$34,880, the GAB voted 5-0 to recommend this project.

#### ***Project Five: Replace Retaining Wall on Hole #18 Tee Box***

For several years, the GAB has discussed the condition of the retaining wall on the Hole #18 Tee Box. This wood structure continues to fail and represents an unsightly blemish on the lake at the Northeast corner of Liberty Grove and Waterview Parkway. While American Golf is responsible for the maintenance of the retaining wall, piecemeal repair is not considered an attractive option. As a result, the Waterview HOA has discussed offering a \$31,000 contribution if this retaining wall is replaced with a high quality, durable material. Based on a proposal from Knight Erosion Control dated January 29, 2014, totaling \$150,801, the GAB voted 4-0, with one abstention, to recommend this project. If the Waterview HOA contributes \$31,000, the net cost would be \$119,801.



**Project Six: New Tee Boxes**

Like bunkers, tee box placement helps to stimulate and challenge players. This project would add two additional tee boxes on Hole #6 and Hole #16 for an estimated cost of \$9,000. This item was discussed by the GAB on April 1, 2014, and resulted in the GAB voting 5-0 to recommend this project.

**Funding Strategies:**

While the City has adequate funds in the Golf Fund for several different combinations of these projects, there are not adequate funds for all five projects. However, there are some funding strategies the Council may choose. In addition, the City currently has \$340,092 from leftover funds from FY2013 and current funds from FY2014. The amount available from the current year and projected amounts for the next three fiscal years totals \$894,291 as shown below.

Description	Available Funds
<b>Current (FY2014)</b>	
Budget for Lake on Hole #2 (\$30,000 budget less \$7,500 committed for design)	\$ 22,500
Budget for Pavilion Enclosure (\$100,000 budget less \$25,750 committed for engineering and architectural design)	74,250
Add'l Available in FY2014 (previous balances and current year differential)	<u>243,342</u>
<b>Total Available in FY2014*</b>	<b><u>\$340,092</u></b>
<b>Projected Future Funds (FY2015-FY2019)</b>	
<b>2015</b>	\$200,168
<b>2016</b>	182,481
<b>2017</b>	<u>171,550</u>
<b>Total Projected Funds for Three Year Period</b>	<b><u>\$554,199</u></b>
<b>Total Funds thru FY2019</b>	<b><u>\$894,291</u></b>
<b>*Does not include debt service reserve of \$427,682</b>	

The Council considered the financing options at the March 18, 2014, meeting. Based on that discussion, Council opted for Option One to fund as five projects with a 3-year tax note for the balance above the amount of cash available. The table below shows the financing strategy and includes the addition of the new tee boxes (Project 6) and the bid differential from the drainage improvements on Hole #10.

**Option One: Fund All Six Projects with a 3-year tax note and current funds**

Project	Estimated Cost
Gross Cost for Pavilion Base Bid, All Alternates; Lake(s) on Hole #2; Drainage on Hole #10; New Bunkers; and Replace Retaining Wall on Hole #18	\$830,448
Less estimated contribution from Waterview HOA	(31,000)
Less cash available for down payment	(340,092)
<b>Net Amount to be Financed</b>	<u>\$459,356</u>
Annual Amount of Three Year Tax Note @ 2%	\$160,000
<b>Total Amount of Three Year Tax Note</b>	<u>\$480,000</u>
<b>Projected Net Available Funds for Three Year Period</b>	<u>\$554,199</u>
<b>Balance Available for Project Taxes, Contingencies and Other Projects</b>	<u>\$ 74,199</u>

**Schedule:**

Of the six proposed projects, two projects can be constructed immediately. This includes the drainage on Hole #10 and the retaining wall on Hole #18. Of the remaining four projects, AGC has requested a full design of the lake(s) on Hole #2, which will take time to accomplish. In addition, the timing and placement for the new bunkers and tee boxes will be subject to the Tee and Bunker study being conducted by Professional Golf Services. It is possible that the study will result in a different set of recommendations as to tee box and bunker placement. Once the study is completed, the schedule for implementation can be developed. Finally, with regard to the clubhouse improvements, the construction schedule will take place in the fall after the tournament season. City staff and AGC will work with the two bidders to ascertain the possibility of locking in the bid price or including a known variable for pricing changes for materials. Based on these factors, the tentative schedule for project start and completion are as follows:

Projects	Description	Start	Completion
1	<b>Waterview Clubhouse Improvements</b>	Dec 2014	Mar 2015
2	<b>Add lake(s) on Hole #2</b>	Aug 2014	Oct 2014
3	<b>Drainage on Hole #10</b>	Jun 2014	Aug 2014
4	<b>New Bunkers</b>	Aug 2014	Oct 2014
5	<b>Replace retaining wall on Hole #18 tee box</b>	Jun 2014	Aug 2014
6	<b>Add two tee boxes on Hole #6 and Hole #16</b>	Aug 2014	Oct 2014

As a result of the type of work that needs to be done and the need to spread the projects over the course of the year, City staff recommends that the City Council authorize the full list of the capital projects for an estimated amount of \$830,448 with a budgetary contingency of \$50,000 for a total amount not to exceed \$880,448. Staff will then work with AGC to award the projects in four possible phases as outlined below.

Phase/ Description	Amount (including estimated taxes and contingencies)
Phase One – Project 3 (drainage on Hole #10) and Project 5 (replace retaining wall on Hole #18)*	\$196,976
Phase Two – Project 4 (new bunkers) and Project 6 (two new tee boxes on Hole #6 and Hole #16) after tee and bunker study is completed by Professional Golf Services	43,880
Phase Three – Project 2 (add lake(s) on Hole #2) after design is completed	71,288
Phase Four – Project 1 (Waterview Clubhouse improvements) after project is rebid to prepare for construction after the tournament season	518,304
<b>Total</b>	<b>\$830,448</b>
*Waterview HOA is expected to donate \$31,000 to the retaining wall project on Hole #18	

### FINANCIAL/BUDGET IMPLICATIONS

The contract with American Golf has a fixed rental income schedule that grows over time. However, the debt service paid by the City for the 1997A bonds is based on a variable rate that resets each August 15<sup>th</sup>. With historically low interest rates, the difference between the rental income paid by American Golf and the debt service paid by the City has been at or above \$200,000 for several years now. As interest rates rise, that margin will shrink.

By policy, the City also sets aside the value of one year of debt service. For FY2014, that amount is \$427,682, slightly higher than FY2013, which was \$409,167. As a result, based on the fund balance at the end of FY2012 and the net difference between the rental income and the debt service payments, the Golf Fund has \$340,092 available for projects in excess of the debt service reserve policy.

### RECOMMENDED ACTION

Staff recommends City Council approve a resolution approving a list of projects for Waterview Golf Course for an estimated amount of \$830,448 and a budgetary contingency of \$50,000 for a total amount not to exceed \$880,448.

### RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING A DEVELOPMENT AGREEMENT WITH AMERICAN GOLF CORPORATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Rowlett is the owner of the Waterview Golf Course and desires to make improvements that will enhance the value and enjoyability of the course for all players; and

**WHEREAS**, American Golf Corporation operates and manages the golf course through a lease agreement with the City of Rowlett; and

**WHEREAS**, the parties agree that the proposed improvements at Waterview Golf Course will benefit both parties.

**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 does hereby approve the development agreement with American Golf Corporation, a true and correct copy of which is attached hereto and incorporated herein as Exhibit "A."

**Section 2:** That the City Council does hereby authorize the City Manager or his designee pursuant to approval to issue purchase orders to conform to this resolution as appropriate.

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

**ATTACHMENT**

Exhibit A – Development Agreement with American Golf Corporation.

## CAPITAL IMPROVEMENTS AGREEMENT

The City of Rowlett, Texas ("City") desires to make certain capital improvements to the Waterview Golf Course ("Golf Course"), which is currently leased to American Golf Corporation ("AGC"), and desires to make such capital improvements in accordance with the Lease between the City and AGC dated September 1, 1999. The Lease provides, among other things, that all work in connection with the construction of any Improvements shall be performed only by Lessee or pursuant to written contracts with competent and financially responsible independent contractors, and that a copy of each such contract shall be furnished to Lessor. The Lease also provides that AGC assumes the responsibility of maintenance and repair.

The capital improvements which are to be made to the Golf Course are:

Description	Amount
1. Waterview Clubhouse Improvements	\$518,304
2. Add lake(s) on Hole #2	71,288
3. Drainage on Hole #10	46,175
4. New Bunkers	34,880
5. Replace retaining wall on Hole #18 tee box	150,801
6. Add two tee boxes on Hole #6 and Hole #16	<u>9,000</u>
Total	<u>\$830,448</u>

The foregoing capital improvements are set forth in detail in Exhibit "A," attached hereto and incorporated herein.

The City has agreed to fund the capital improvements not to exceed the total amount stated above, which shall not include administrative costs or overhead incurred by AGC and which shall be paid within 30 days following submission by AGC of monthly invoices to the City as work progresses. AGC agrees to serve as the general contractor (or to retain and employ an appropriate and qualified general contractor) to construct and complete the capital improvements, and shall make certain that the work is performed in accordance with industry and Lease standards and is conducted in a good and workmanlike manner without undue delay. AGC shall be solely responsible for overages and charges for extra work, and shall ensure that all contractors and subcontractors keep and maintain adequate liability insurance coverage. Construction performance, payment and 2-year maintenance bonds shall be obtained and provided to the City prior to the commencement of construction. The contracting procedures set forth in Section 13.2 of the Lease shall apply. AGC shall maintain and repair the capital improvements after completion.

The foregoing improvements shall be constructed in phases at the direction of the City, with the concurrence of AGC. Subject to events of Force Majeure, time is of the essence in the performance of the terms of this Agreement and the completion of the improvements described herein. The improvements shall be constructed to the City's satisfaction and all work hereunder shall be in accordance with all laws, regulations and ordinances.

AGC hereby agrees to indemnify, hold harmless and release the City, its contractors, agents, representatives and employees from and against any and all claims, damages, liabilities, and losses, including those that may arise from bodily injury or death, damage to property, or loss of use or profits, that may arise from or in connection with the performance of the improvements described herein, save and except those claims, damages, liabilities, and losses that may arise from the negligence, gross negligence or willful misconduct of the City or its agents, representatives and employees. The parties acknowledge and agree that this Agreement is not a written contract for providing goods and services to the City and is not subject to the provisions of subchapter I of Chapter 271 of the Local Government

Code. By entering into this Agreement, the City does not waive its defenses and immunities, including sovereign, governmental, official, qualified or otherwise.

This Agreement does not amend, modify or alter in any way the Lease Agreement and shall not be construed to evidence an interpretation of the Lease that the City has any responsibilities or duties thereunder to provide similar reimbursement in the future. American Golf will indemnify, hold harmless and release the City from and against claims, damages, liabilities, and losses, including those that may arise from bodily injury or death, damage to property, or loss of use or profits, that may arise from or in connection with the capital improvements, except those that arise from the negligence, gross negligence or willful misconduct of the City.

**FOR THE CITY OF ROWLETT**

**FOR AMERICAN GOLF CORPORATION**

\_\_\_\_\_  
Brian Funderburk, City Manager

\_\_\_\_\_  
Craig Kniffen, Senior VP of Maintenance

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**City of Rowlett**  
**Staff Report**

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

**AGENDA DATE:** 05/20/14

**AGENDA ITEM:** 7H

**TITLE**

Consider action to approve a resolution authorizing the purchase of a 150 horsepower pump for the Westside Lift Station (WSLS) from Xylem Water Solutions USA, Inc. in the amount of \$65,619.36.

**STAFF REPRESENTATIVE**

Tim Rogers, Director of Public Works  
Robbin Webber, Assistant Director of Public Works

**SUMMARY**

The purpose of this item is to purchase a 150 horsepower pump to replace an existing 185 horsepower pump to improve the efficiency, reliability and redundancy of the pumping system within the WSLS.

**BACKGROUND INFORMATION**

On October 1, 2012, Council approved a rate increase, Utility Fund Cash CIP, to improve the deficiencies of the utility infrastructure due to age, type of materials and active soils. Staff has allocated \$271,500 within the Utility Fund Cash CIP in FY2014 specifically for repair and replacement of pumps and motors associated with the distribution and collection system.

On August 30, 2013, Council approved the purchase and installation of three 150 horsepower pumps and a pump control system for the WSLS. The pumps were replaced due to inefficiency and reliability issues. Prior to the purchase of the new pumps there were no replacement pumps available for this station in the United States.

The existing 185 horsepower pump was installed in 2006 and in service for eight (8) years.

**DISCUSSION**

WSLS conveys (pumps) approximately 70 percent of the City's wastewater effluent to the City of Garland Rowlett Creek Wastewater Treatment Plant. Continuous operations are crucial in a large volume lift station like WSLS. This station is adjacent to Lake Ray Hubbard. It is imperative to ensure continuous operations of the system to eliminate the possibility of any overflow of raw sewage into the reservoir. The purchase of this pump would ensure the lift station functions continuously, while utilizing the existing 185 horsepower pump as an emergency backup to increase efficiency, reliability and redundancy to the lift station.



Xylem pumps and control components are designed to operate together as a complete system. WSLs has Xylem products operating the system and Xylem Water Solutions USA, Inc. is the sole source vendor.

**FINANCIAL/BUDGET IMPLICATIONS**

Funding in the amount of \$65,619.36 is available for the purchase of a 150 horsepower pump from Xylem Water Solutions USA, Inc. in the Utility Fund Cash CIP funds budgeted for Lift & Pump Stations in account/project code 598-8201-531-8002/SS2095.

Budget Account Number/ Project Code	Project Title	Budget Amount	Proposed Amount
598-8201-531-8002/SS2095	Lift & Pump Stations	\$271,500	\$65,619.36
<b>Total</b>		<b>\$271,500</b>	<b>\$65,619.36</b>

**RECOMMENDED ACTION**

Staff recommends City Council approve a resolution authorizing the purchase of a 150 horsepower pump for the Westside Lift Station (WLS) from Xylem Water Solutions USA, Inc. in the amount of \$65,619.36

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING THE PURCHASE OF WASTEWATER PUMPS FROM XYLEM WATER SOLUTIONS USA, INCORPORATED IN THE AMOUNT OF \$65,619.36; AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS FOR SAID PURCHASE PURSUANT TO APPROVAL; AND, PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** necessary to procure wastewater pumps and a control panel for Westside Lift station for the Wastewater Department and City of Rowlett citizens; and

**WHEREAS,** The City of Rowlett has standardized to ITT Flygt pumps and Xylem Water Solutions USA, Incorporated is the sole source vendor for ITT Flygt pumps; and

**WHEREAS,** the City Council of the City of Rowlett, Texas desires to authorize the purchase of a 150 horsepower pump from Xylem Water Solutions USA, Incorporated.

**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 does hereby approve the purchase of a 150 horsepower pump for the Westside Lift Station (WSLS) to Xylem Water Solutions USA, Inc. in the amount of \$65,619.36.

**Section 2:** That the City Council does hereby authorize the City Manager or his designee pursuant to approval to issue purchase orders to conform to this resolution as appropriate.

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

**ATTACHMENT**

Exhibit A – Quote From Xylem, Inc.



*Xylem Water Solutions USA, Inc.*  
*Flygt Products*

2400 Tarpley Rd  
Carrollton, TX 75006  
Tel (972) 418-2400  
Fax (972) 416-9570

April 7, 2014

CITY OF ROWLETT  
4310 INDUSTRIAL  
ROWLETT, TX 75088

Quote # 2014-DAL-0133

Re: Rowlett – NP-3231.716 150hp Pump

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Attn: Glen Higdon phone: (972) 463-3928 fax: (972) 463-3907 ghigdon@rowlett.com

**NP-3231.716 150Hp**

Qty	Description
1	Flygt Model NP-3231.716 8" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 150 HP 1185 RPM motor, 680 with a trim 460mm impeller, 2 X 85 Ft. length of SUBCAB 4G50 submersible cable, 85 Ft. of polit cable, FLS leakage detector, VBS, FM
1	SS Chain 25' long & SS Shackles
1	FREIGHT CHARGE-NO TAX

**NP-3231.716 150Hp Price USD \$ 65,619.36**

**Incoterm:** 12 FOB - Free On Board **Named Placed:** 02 - US WH/ Factory  
Incoterms 2010 clarify responsibility for costs, risks, & tasks associated with the shipment of goods to the named place.

**Time of delivery:** Approx. 6 - 16 working weeks after receipt of order.

**Validity:** This Quote is valid for sixty (60) days.

**Terms of payment:** Net 60 Days

**Customer Acceptance:** Please sign and return this Quote, with your Purchase Order, as acceptance of the Quote contents and terms.

Signature: \_\_\_\_\_

Name:(please print)\_\_\_\_\_

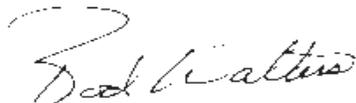
Date: \_\_\_\_\_ PO#: \_\_\_\_\_



**Exclusions:** This Quote includes only the items listed specified above.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,



Rod Walters

Sales

Phone: 972/418-2400 ext.119

Cell: 972/523-9261

rod.walters@xylem.com



City of Rowlett  
Staff Report

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

**AGENDA DATE:** 05/20/14

**AGENDA ITEM:** 71

**TITLE**

Consider action to approve a resolution accepting the bid of and awarding a contract to Camino Construction, Incorporated in the amount of \$1,100,879 for the total base bids and up to \$20,000 for the early completion bonus, resulting in a total project amount of \$1,120,879 for the Alley Reconstruction Project and authorize the Mayor to execute the necessary documents for said services.

**STAFF REPRESENTATIVE**

Tim Rogers, Director of Public Works  
Robbin Webber, Assistant Director of Public Works

**SUMMARY**

This project consists of reconstruction of approximately 1,774 linear feet of alley within the City of Rowlett with improved drainage capacity.

**BACKGROUND INFORMATION**

The Capital Improvement Plan (CIP) includes funding for an annual alley replacement program; the most recent was the 2009 Alley Reconstruction Projects that included 23 alleys. The specific alleys to be replaced each year are determined by using the Pavement Condition Index (PCI 0 to 100, with 100 being excellent) for the alleys. The alleys are ranked and prioritized according to their PCI, drainage factors, field inspections and safety.

The City Council approved a Professional Services Agreement with RJN Group, Incorporated on December 18, 2012, to provide engineering design services for the reconstruction of the seven alleys. These include alleys in the blocks and between the streets as follows:

**Base Bid**

- 2510-2614 Baylor/College Park
- 7301-7613 Kingston/Danbury Court & Colfax
- 3506-3718 Thornhill Way & Empty Field
- 8714-9218 Linda Vista/Westfield

**Alternate Bid Items**

- #1- 8302-8502 Captains Court/Garner Court & Dalrock/Navigation (\$478,394)
- #2 - 8213-8417 Trail Lake/Lake Bend (\$157,238)
- #3 - 8001-8209 Trail Lake/Lake Bend (\$175,791)

## DISCUSSION

Notice to Bidders was published in the *Rowlett Lakeshore Times* as well as posted on the City website on March 6 & 13, 2014. A non-mandatory Pre-Bid Meeting was held on March 11, 2014 at 8:30 AM, in the City Hall Conference Room, 4000 Main Street, Rowlett, Texas 75088. Sealed bids were received in the Purchasing Office until 2:00 PM, on March 20, 2014; however, due to no bids being received the project was re-advertised.

The second advertisement was posted on March 27 & April 3, 2014, to the City website and *Rowlett Lakeshore Times*. Sealed bids were received in the Purchasing Office until 2:00 PM on April 10, 2014, and then publicly opened and read aloud in the City Annex Conference Room, 4004 Main Street, Rowlett, Texas 75088 in accordance with Texas Local Government Code.

Two bids were received (see attached Bid Tabulation Exhibit A). Bids ranged from \$1,100,879 to \$1,641,867.50. The low bid received for the Total Base Bids was received from Camino Construction, Incorporated from Lewisville, Texas in the amount of \$1,100,879. Section 3.4.2 of the Contract Document has a provision to pay an early completion bonus of \$500 per day up to a maximum of \$20,000 and applying the maximum early completion bonus to the contract amount of \$20,000, yields a total project budget of \$1,120,879. The Engineers' Construction Estimate was \$993,885.

<b>Contractor Name</b>	<b>Base Bid Amount</b>	<b>Alternate #1</b>	<b>Alternate #2</b>	<b>Alternate #3</b>	<b>Total Cost</b>
Camino Construction	\$1,100,879	\$478,394	\$157,238	\$175,791	<b>\$1,912,302</b>
Tri-Con Construction	\$1,641,867.50	\$740,740	\$245,457.50	\$276,376.50	<b>\$2,904,441.50</b>

Financials were reviewed by the Chief Financial Officer, Alan Guard. Camino Construction is financially solid and capable of completing this project without financial difficulty. City Consultant, RJN Group, Incorporated has checked the past performance for this Contractor and recommends awarding the project to Camino Construction, Incorporated (see Recommendation of Award Exhibit B). The proposed construction timeframe is 270 calendar days.

## FINANCIAL/BUDGET IMPLICATIONS

Funding in the amount of \$1,318,871 is available in CIP funds budgeted for Alley Reconstruction Project in account codes 597-8201-532.8002, 407-8201-521.8002 and 398-8201-521.8002, Project Code ST2012.

<b>Budget Account Number and/or Project Code</b>	<b>Account or Project Title</b>	<b>Budgeted Amount</b>	<b>Project Amount</b>
597-8201-532.80-02	ST2102 – Alley Reconstruction	\$108,491	\$108,491
407-8201-521.80-02	ST2102 – Alley Reconstruction	\$620,858	\$620,858
398-8201-521.80-02	ST2012 – Alley Reconstruction	\$590,000	\$391,530
		<b>\$1,319,349</b>	<b>\$1,120,879</b>

### **RECOMMENDED ACTION**

Staff recommends City Council approve a resolution accepting the bid of and awarding a contract to Camino Construction, Incorporated in the amount of \$1,100,879 for the total base bids and up to \$20,000 for the early completion bonus, resulting in a total project amount of \$1,120,879 for the Alley Reconstruction Project and authorize the Mayor to execute the necessary documents for said services.

### **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, ACCEPTING THE BID OF AND AWARDING A CONSTRUCTION CONTRACT TO CAMINO CONSTRUCTION, INCORPORATED IN THE AMOUNT OF \$1,120,879 FOR THE ALLEY RECONSTRUCTION PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE NECESSARY DOCUMENT FOR SAID SERVICES; AND PURSUANT TO APPROVAL AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary to construct the Alley Reconstruction Project for the Street Department and the City of Rowlett; and

**WHEREAS**, the Purchasing Division has taken sealed bids as per bid #2014-47 and is recommending award to the lowest qualified bid meeting specifications; and

**WHEREAS**, City staff and RJN Group, Incorporated representatives recommend that the contract be awarded to Camino Construction, Incorporated, as the lowest responsible bidder for its total base bid; and

**WHEREAS**, the City Council of the City of Rowlett, Texas desires to award the contract to Camino Construction, Incorporated for the alley improvements.

**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 does hereby accept the bid of and award a contract to Camino Construction, Incorporated, for the construction of the Alley Reconstruction project to include the total base bids of \$1,100,879 and up to \$20,000 for the early completion bonus, resulting in a total project amount of \$1,120,879.

**Section 2:** The City Council of the City of Rowlett does hereby authorize the Mayor to execute the necessary documents and the issuance of purchase orders to conform to this resolution.

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

#### **ATTACHMENTS**

Exhibit A – Bid Tabulation

Exhibit B – Recommendation of Award

Exhibit C – Location Map

**2013 Alley Reconstruction Project**  
**Rowlett, TX - Bid Opening April 10, 2014 @ 2:00 PM**

Miscellaneous Items				Engineer's Estimate		Camino Construction		Tri-Con Construction	
Item No.	Quantity	Unit	Description	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	2	EA	Portable Changeable Message Signs	\$5,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$3,500.00	\$7,000.00
2	2	SY	Project Signs	\$500.00	\$1,000.00	\$440.00	\$880.00	\$600.00	\$1,200.00
3	1	LS	Contingency	\$95,000.00	\$95,000.00	\$95,000.00	\$95,000.00	\$95,000.00	\$95,000.00
				<b>Sub- Total</b>	<b>\$106,000.00</b>		<b>\$115,880.00</b>		<b>\$103,200.00</b>
Alleys Base Bid									
1	2766	LF	Full Depth Saw Cut	\$5.00	\$13,830.00	\$3.00	\$8,298.00	\$10.00	\$27,660.00
2	8000	SY	Remove existing alley, street, & driveway pavement, including hauling & disposal	\$15.00	\$120,000.00	\$10.00	\$80,000.00	\$15.00	\$120,000.00
3	15	SY	Hot mixed asphalt pavement for trench cut to match existing	\$35.00	\$525.00	\$50.00	\$750.00	\$250.00	\$3,750.00
4	190	SY	8" concrete pavement for trench cut	\$45.00	\$8,550.00	\$54.00	\$10,260.00	\$85.00	\$16,150.00
5	5900	SY	8" reinforced concrete alley pavement	\$55.00	\$324,500.00	\$48.00	\$283,200.00	\$85.00	\$501,500.00
6	2250	SY	6" reinforced concrete driveway pavement	\$46.00	\$103,500.00	\$47.00	\$105,750.00	\$70.00	\$157,500.00
7	1300	LF	Monolithic Curb	\$15.00	\$19,500.00	\$4.00	\$5,200.00	\$2.00	\$2,600.00
8	110	SY	4" concrete sidewalk	\$30.00	\$3,300.00	\$40.00	\$4,400.00	\$70.00	\$7,700.00
9	14	EA	Barrier Free Ramp	\$500.00	\$7,000.00	\$800.00	\$11,200.00	\$700.00	\$9,800.00
10	2300	LF	Dowel into existing concrete pavement	\$2.00	\$4,600.00	\$4.00	\$9,200.00	\$10.00	\$23,000.00
11	1850	SY	Bermuda or St. Augustine block sod	\$5.00	\$9,250.00	\$5.50	\$10,175.00	\$8.00	\$14,800.00
12	90	LF	Remove & relocate existing	\$15.00	\$1,350.00	\$50.00	\$4,500.00	\$80.00	\$7,200.00
13	8700	SY	8" Flex Base	\$15.00	\$130,500.00	\$13.50	\$117,450.00	\$22.00	\$191,400.00
14	410	SY	Cement treated base for alley approaches from street	\$20.00	\$8,200.00	\$21.00	\$8,610.00	\$30.00	\$12,300.00
15	114	LF	4' wide concrete flume,	\$50.00	\$5,700.00	\$74.00	\$8,436.00	\$200.00	\$22,800.00
16	427	Lf	21" RCP Pipe, including all fittings (wyes, bends,	\$70.00	\$29,890.00	\$155.00	\$66,185.00	\$205.00	\$87,535.00
17	1078	LF	18" RCP pipe, including all fittings (wyes, bends,	\$60.00	\$64,680.00	\$152.00	\$163,856.00	\$190.00	\$204,820.00
18	3	EA	10' Combination curb grate	\$4,000.00	\$12,000.00	\$6,500.00	\$19,500.00	\$6,500.00	\$19,500.00
19	1	EA	5' Combination curb grate	\$3,000.00	\$3,000.00	\$4,200.00	\$4,200.00	\$6,000.00	\$6,000.00
20	1	LS	Mobilization	\$10,000.00	\$10,000.00	\$58,324.00	\$58,324.00	\$96,900.00	\$96,900.00
21	1	EA	Traffic Control Plan & Implementation	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00
22	1505	LF	Trench Safety	\$2.00	\$3,010.00	\$1.00	\$1,505.00	\$0.50	\$752.50
				<b>Sub-Total</b>	<b>\$887,885.00</b>		<b>\$984,999.00</b>		<b>\$1,538,667.50</b>
				<b>Total Base Bid Contract</b>	<b>\$993,885.00</b>		<b>\$1,100,879.00</b>		<b>\$1,641,867.50</b>

Alternate #1				Engineer's Estimate		Camino Construction		Tri-Con Construction	
Item No.	Quantity	Unit	Description	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	835	LF	Full Depth Saw Cut	\$5.00	\$4,175.00	\$3.00	\$2,505.00	\$10.00	\$8,350.00
2	4950	SY	Remove existing alley, street, & driveway pavement, including hauling & disposal	\$15.00	\$74,250.00	\$10.00	\$49,500.00	\$15.00	\$74,250.00
3	4250	SY	8" reinforced concrete alley pavement	\$55.00	\$233,750.00	\$48.00	\$204,000.00	\$85.00	\$361,250.00
4	750	SY	6" reinforced concrete driveway pavement	\$46.00	\$34,500.00	\$47.00	\$35,250.00	\$70.00	\$52,500.00
5	850	LF	Monolithic Curb	\$15.00	\$12,750.00	\$4.00	\$3,400.00	\$2.00	\$1,700.00
6	35	SY	4" concrete sidewalk	\$30.00	\$1,050.00	\$40.00	\$1,400.00	\$70.00	\$2,450.00
7	4	EA	Barrier Free Ramp	\$500.00	\$2,000.00	\$800.00	\$3,200.00	\$700.00	\$2,800.00
8	550	LF	Dowel into existing concrete pavement	\$2.00	\$1,100.00	\$4.00	\$2,200.00	\$10.00	\$5,500.00
9	1070	SY	Bermuda or St. Augustine block sod	\$5.00	\$5,350.00	\$5.50	\$5,885.00	\$8.00	\$8,560.00
10	270	LF	Remove & relocate existing fence	\$15.00	\$4,050.00	\$50.00	\$13,500.00	\$80.00	\$21,600.00
11	5050	SY	8" Flex Base	\$15.00	\$75,750.00	\$13.50	\$68,175.00	\$22.00	\$111,100.00
12	150	SY	Cement treated base for alley approaches from street	\$20.00	\$3,000.00	\$21.00	\$3,150.00	\$30.00	\$4,500.00
13	135	LF	4' wide concrete flume, including flex base	\$50.00	\$6,750.00	\$74.00	\$9,990.00	\$100.00	\$13,500.00
14	138	LF	6' wide concrete flume, including flex base	\$75.00	\$10,350.00	\$101.00	\$13,938.00	\$110.00	\$15,180.00
15	1	LS	Mobilization	\$10,000.00	\$10,000.00	\$10,301.00	\$10,301.00	\$5,000.00	\$5,000.00

16	1	EA	Traffic Control Plan & Implementation	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
17	1	LS	Contingency	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
<b>Alternate #1 Sub-Total</b>				<b>\$533,825.00</b>			<b>\$478,394.00</b>		<b>\$740,740.00</b>

Alternate #2				Engineer's Estimate		Camino Construction		Tri-Con Construction	
Item No.	Quantity	Unit	Description	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	503	LF	Full Depth Saw Cut	\$5.00	\$2,515.00	\$3.00	\$1,509.00	\$10.00	\$5,030.00
2	1450	SY	Remove existing alley, street, & driveway pavement, including hauling & disposal	\$15.00	\$21,750.00	\$10.00	\$14,500.00	\$15.00	\$21,750.00
3	1050	SY	8" reinforced concrete alley pavement	\$55.00	\$57,750.00	\$48.00	\$50,400.00	\$85.00	\$89,250.00
4	450	SY	6" reinforced concrete driveway pavement	\$46.00	\$20,700.00	\$47.00	\$21,150.00	\$70.00	\$31,500.00
5	130	LF	Monolithic Curb	\$15.00	\$1,950.00	\$4.00	\$520.00	\$2.00	\$260.00
6	40	SY	4" concrete sidewalk	\$30.00	\$1,200.00	\$40.00	\$1,600.00	\$70.00	\$2,800.00
7	4	EA	Barrier Free Ramp	\$500.00	\$2,000.00	\$800.00	\$3,200.00	\$700.00	\$2,800.00
8	510	LF	Dowel into existing concrete pavement	\$2.00	\$1,020.00	\$4.00	\$2,040.00	\$10.00	\$5,100.00
9	340	SY	Bermuda or St. Augustine block sod	\$5.00	\$1,700.00	\$5.50	\$1,870.00	\$8.00	\$2,720.00
10	15	LF	Remove & relocate existing fence	\$15.00	\$225.00	\$50.00	\$750.00	\$120.00	\$1,800.00
11	1470	SY	8" Flex Base	\$15.00	\$22,050.00	\$13.50	\$19,845.00	\$22.00	\$32,340.00
12	120	SY	Cement treated base for alley approaches from street	\$20.00	\$2,400.00	\$21.00	\$2,520.00	\$30.00	\$3,600.00
13	15	LF	18" RCP Pipe, including all fittings (wyes, bends, reducers, etc.)	\$60.00	\$900.00	\$215.00	\$3,225.00	\$700.00	\$10,500.00
14	1	EA	10' Combination Curb Grate Inlet	\$4,000.00	\$4,000.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00
15	1	LS	Mobilization	\$10,000.00	\$10,000.00	\$3,594.00	\$3,594.00	\$5,000.00	\$5,000.00
16	1	EA	Traffic Control Plan & Implementation	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
17	15	LF	Trench Safety	\$2.00	\$30.00	\$1.00	\$15.00	\$0.50	\$7.50
18	1	LS	Contingency	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00
<b>Alternate #2 Sub-Total</b>				<b>\$177,190.00</b>			<b>\$157,238.00</b>		<b>\$245,457.50</b>

Alternate #3				Engineer's Estimate		Camino Construction		Tri-Con Construction	
Item No.	Quantity	Unit	Description	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	532	LF	Full Depth Saw Cut	\$5.00	\$2,660.00	\$3.00	\$1,596.00	\$15.00	\$7,980.00
2	1700	SY	Remove existing alley, street, & driveway pavement, including hauling & disposal	\$15.00	\$25,500.00	\$10.00	\$17,000.00	\$15.00	\$25,500.00
3	1200	SY	8" reinforced concrete alley pavement	\$55.00	\$66,000.00	\$48.00	\$57,600.00	\$85.00	\$102,000.00
4	500	SY	6" reinforced concrete driveway pavement	\$46.00	\$23,000.00	\$47.00	\$23,500.00	\$70.00	\$35,000.00
5	170	LF	Monolithic Curb	\$15.00	\$2,550.00	\$4.00	\$680.00	\$2.00	\$340.00
6	35	SY	4" concrete sidewalk	\$30.00	\$1,050.00	\$40.00	\$1,400.00	\$70.00	\$2,450.00
7	4	EA	Barrier Free Ramp	\$500.00	\$2,000.00	\$800.00	\$3,200.00	\$700.00	\$2,800.00
8	540	LF	Dowel into existing concrete pavement	\$2.00	\$1,080.00	\$4.00	\$2,160.00	\$10.00	\$5,400.00
9	350	SY	Bermuda or St. Augustine block sod	\$5.00	\$1,750.00	\$5.50	\$1,925.00	\$8.00	\$2,800.00
10	25	LF	Remove & relocate existing	\$15.00	\$375.00	\$50.00	\$1,250.00	\$150.00	\$3,750.00
11	1750	SY	8" Flex Base	\$15.00	\$26,250.00	\$13.50	\$23,625.00	\$22.00	\$38,500.00
12	120	SY	Cement treated base for alley approaches from street	\$20.00	\$2,400.00	\$21.00	\$2,520.00	\$30.00	\$3,600.00
13	13	LF	21" RCP Pipe, including all fittings (wyes, bends, reducers, etc.)	\$70.00	\$910.00	\$215.00	\$2,795.00	\$750.00	\$9,750.00
14	1	EA	10' Combination Curb Grate Inlet	\$4,000.00	\$4,000.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00
15	1	LS	Mobilization	\$10,000.00	\$10,000.00	\$4,027.00	\$4,027.00	\$4,000.00	\$4,000.00
16	1	EA	Traffic Control Plan & Implementation	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
17	13	LF	Trench Safety	\$2.00	\$26.00	\$1.00	\$13.00	\$0.50	\$6.50
18	1	LS	Contingency	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00
<b>Alternate #3 Sub-Total</b>				<b>\$198,551.00</b>			<b>\$175,791.00</b>		<b>\$276,376.50</b>

	EOPC	Camino	Tri-Con
Base Bid	\$993,885.00	\$1,100,879.00	\$1,641,867.50
Alternate #1	\$533,825.00	\$478,394.00	\$740,740.00
Alternate #2	\$177,190.00	\$157,238.00	\$245,457.50
Alternate #3	\$198,551.00	\$175,791.00	\$276,376.50
<b>Total</b>	<b>\$1,903,451.00</b>	<b>\$1,912,302.00</b>	<b>\$2,904,441.50</b>



The Choice for Collection System Solutions

Ms. Sherrelle Diggs, P.E.  
City of Rowlett  
4310 Industrial Street  
Rowlett, TX 75030

April 24, 2014

Re: **Construction Contract Award Recommendation**  
2013 Alley Reconstruction Project  
CIP No. 2014-47

Dear Ms. Sherrelle Diggs,

RJN Group, Inc. has reviewed the bid tabulation of the above referenced project received April 10, 2014. There were two (2) bids on the project ranging from \$1,912,302.00 to \$2,904,441.50.

In order to recommend Camino Construction, Inc. for construction of this project, the following references were contacted for several jobs they performed in the surrounding area.

- Mr. Tom Grier, (972) 466-4230, City of Carrollton – Camino Construction has worked in the City of Carrollton on various project for the past 20+ years. The latest project that they work with Mr. Grier was alley replacement and reconstruction. Mr. Grier stated that Camino Construction performed satisfactorily for the work that was performed and completed the job on-time and under budget. Mr. Grier would not hesitate to use Camino Construction in the future.
- Mr. Haytham Hassan, (214) 948-4677, City of Dallas – Camino Construction has recently completed two project in the City of Dallas, both were paving rehabilitation jobs that also included the construction of utility and storm sewer lines. Mr. Hassan stated that Camino completed the work in a timely and satisfactory manner. He stated that there are no issues with Camino Construction and would not hesitate to hire them again for a project in the City of Dallas.
- Mr. Ed Witkowski, Project Manager, (972) 744-7285, City of Richardson – Camino Construction is recently finished approximately \$1.6 million worth of removal and replacement of various sections of street pavement as well as utility and storm sewer work in the areas of concrete replacement. Mr. Witkowski stated that Camino Construction performed satisfactorily on the work required and would not hesitate to use them again on future projects.

The overall responses given by references were favorable regarding Camino Construction's past work experience. All the references stated that Camino Construction performs good work and would not hesitate to use them in the future.



The Choice for Collection System Solutions

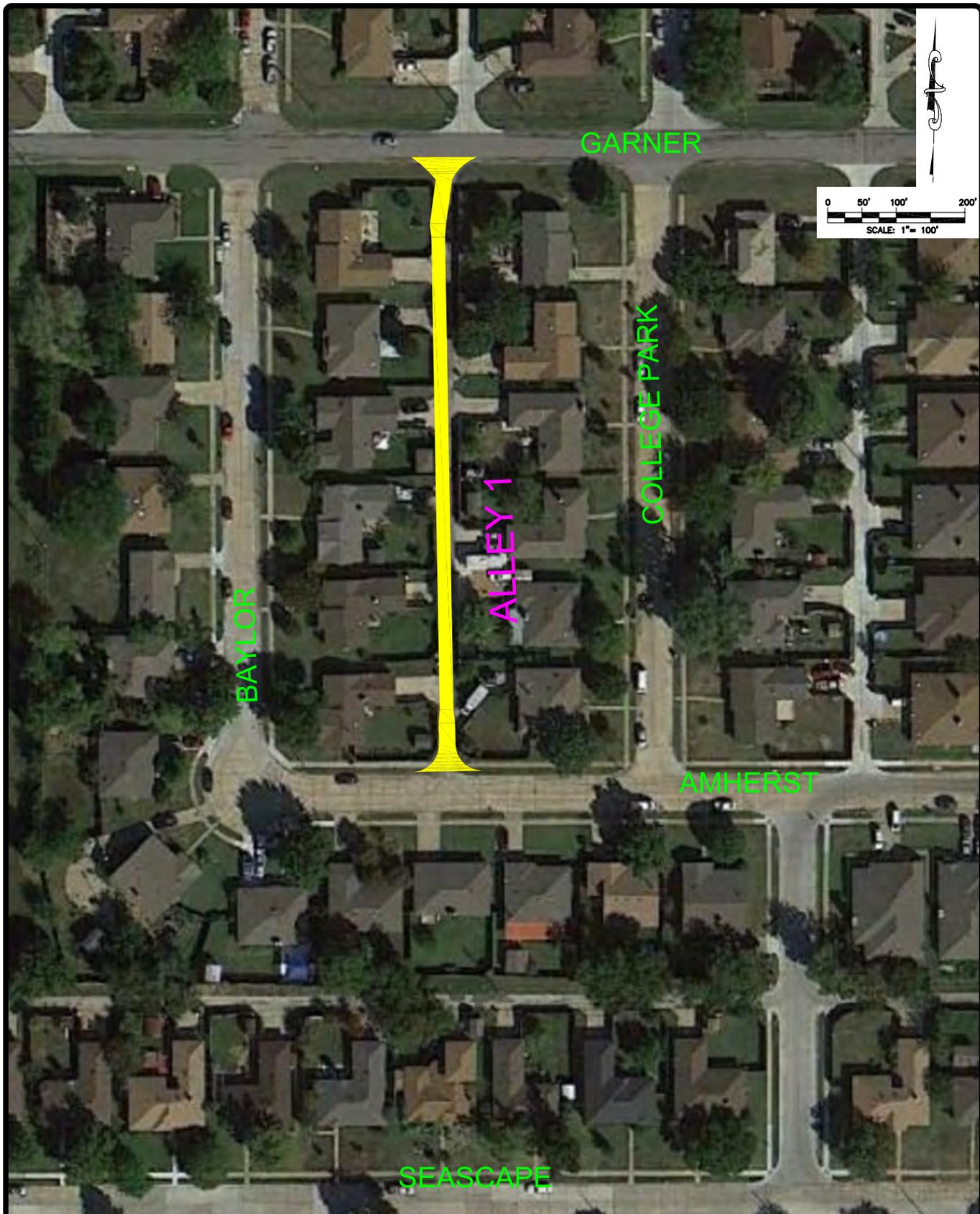
Based upon this information, we recommend award of the 2013 Alley Reconstruction Project CIP No. 2014-47 to Camino Construction in the amount of \$1,912,302.00.

If additional information is required, please do not hesitate to contact me.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "J. Cotton", with a long, sweeping flourish extending to the right.

Joseph Cotton, P.E.  
Project Manager  
RJN Group, Inc.



ALLEY 1 - GARNER TO AMHERST

**rjn**group  
Texas Registered  
Engineering Firm  
F-3260

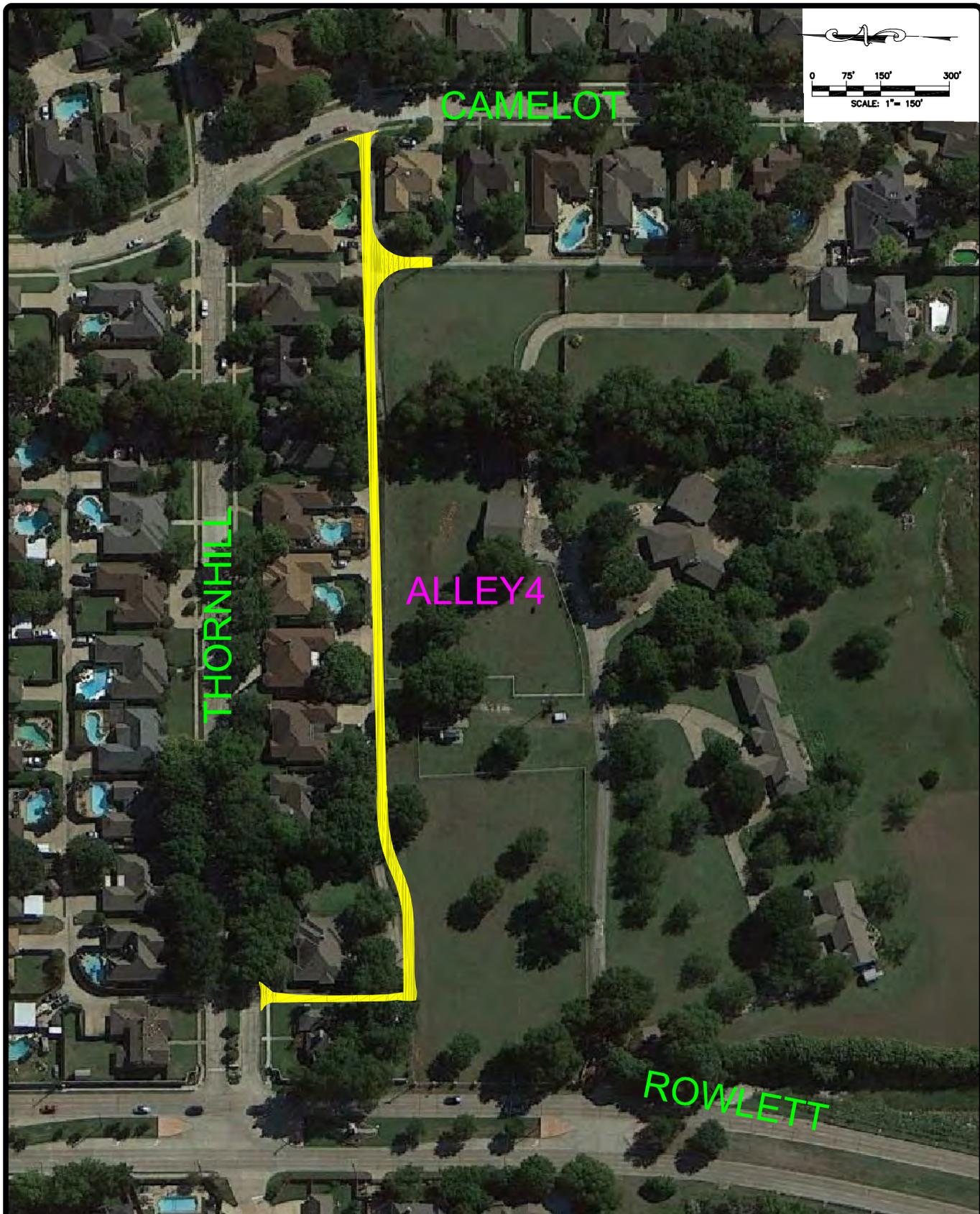
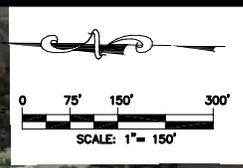
RJN GROUP, INC.  
12160 ABRAMS ROAD, SUITE 400  
DALLAS TX 75243  
972-437-4300



ALLEY 2 - BETWEEN COLFAX  
AND KINGSTON

**rjngroup**  
Texas Registered  
Engineering Firm  
F-3260

RJN GROUP, INC.  
12160 ABRAMS ROAD, SUITE 400  
DALLAS TX 75243  
972-437-4300



CAMELOT

THORNHILL

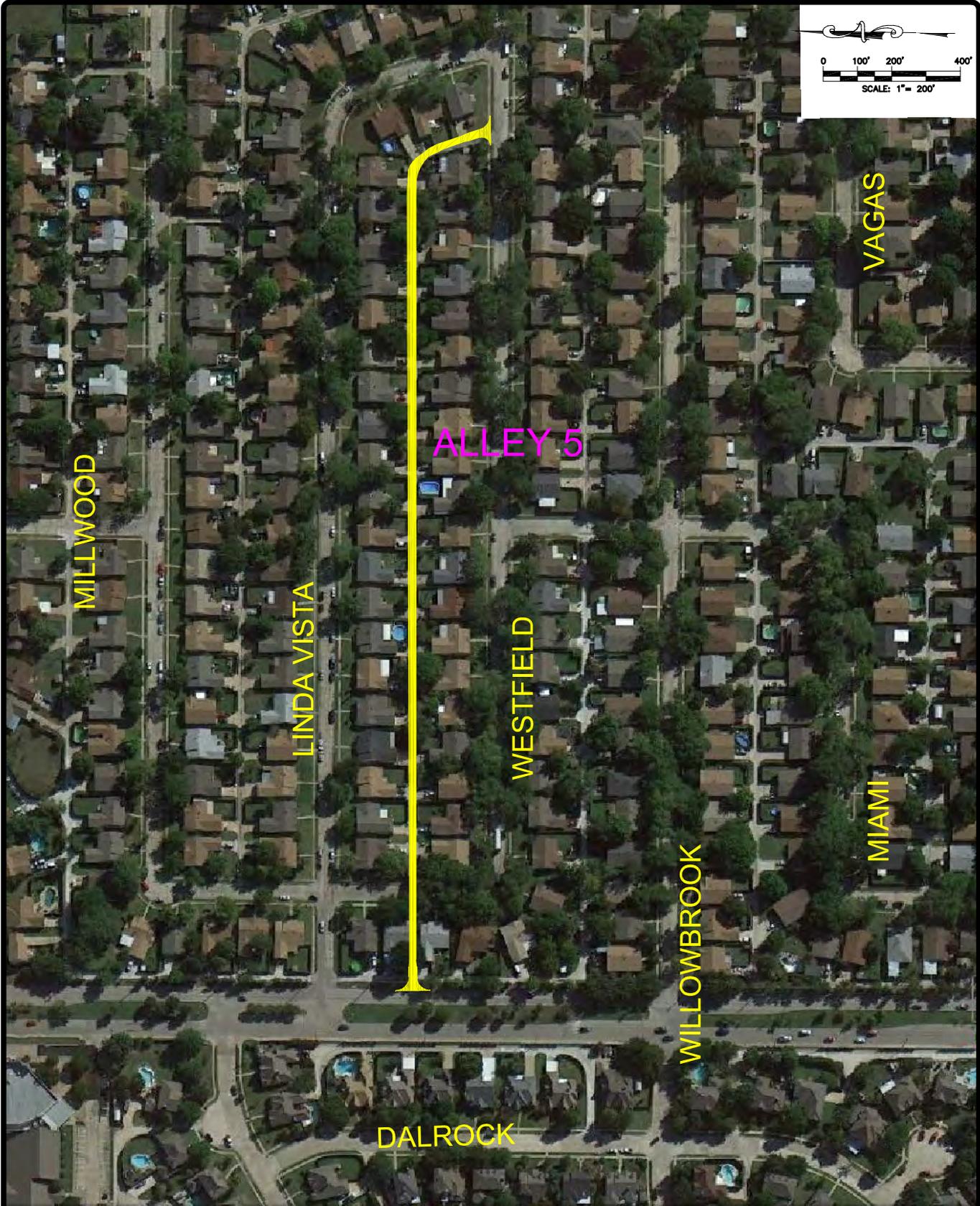
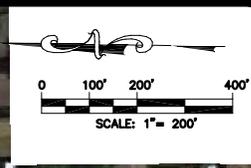
ALLEY 4

ROWLETT

ALLEY 4 - THORNHILL WAY

**rjn**group  
Texas Registered  
Engineering Firm  
F-3260

RJN GROUP, INC.  
12160 ABRAMS ROAD, SUITE 400  
DALLAS TX 75243  
972-437-4300



ALLEY 5 - BETWEEN LINDA VISTA  
AND WESTFIELD

**rjngroup**  
Texas Registered  
Engineering Firm  
F-3260

RJN GROUP, INC.  
12160 ABRAMS ROAD, SUITE 400  
DALLAS TX 75243  
972-437-4300

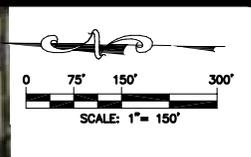


ALLEY 6 - BETWEEN LAKE BEND  
AND TRAIL LAKE WEST

**rjngroup**

Texas Registered  
Engineering Firm  
F-3260

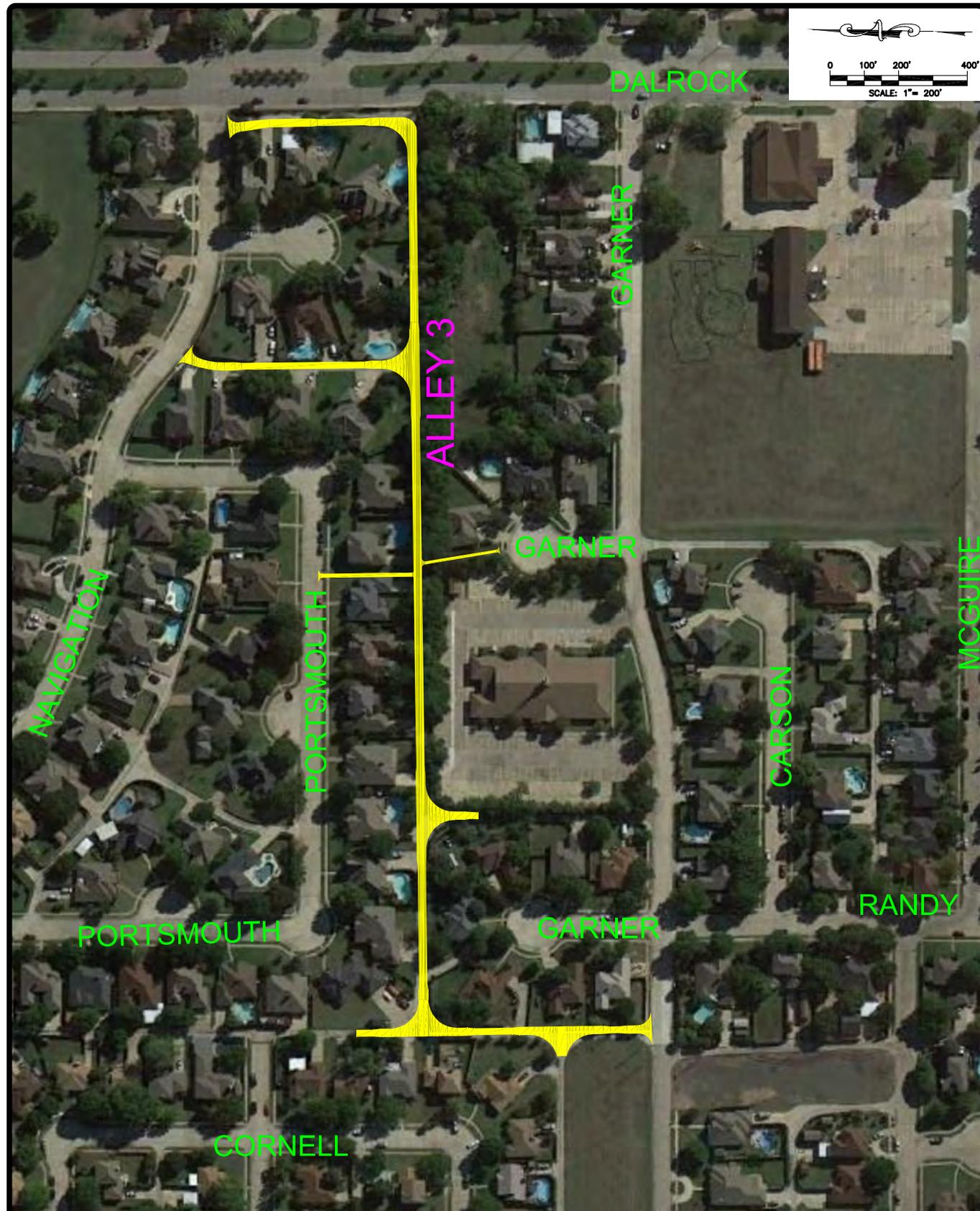
RJN GROUP, INC.  
12160 ABRAMS ROAD, SUITE 400  
DALLAS TX 75243  
972-437-4300



ALLEY 7 - BETWEEN LAKE BEND  
AND TRAIL LAKE WEST

**rjngroup**  
Texas Registered  
Engineering Firm  
F-3260

RJN GROUP, INC.  
12160 ABRAMS ROAD, SUITE 400  
DALLAS TX 75243  
972-437-4300



ALLEY 3 - BETWEEN NAVIGATION  
AND GARNER

**rjngroup** RJN GROUP, INC.  
Texas Registered Engineering Firm 12160 ABRAMS ROAD, SUITE 400  
F-3260 DALLAS TX 75243  
972-437-4300



ALLEY 6 - BETWEEN LAKE BEND  
AND TRAIL LAKE WEST

**rjngroup**

Texas Registered  
Engineering Firm  
F-3260

RJN GROUP, INC.  
12160 ABRAMS ROAD, SUITE 400  
DALLAS TX 75243  
972-437-4300



# City of Rowlett

## Staff Report

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

**AGENDA DATE:** 05/20/14

**AGENDA ITEM:** 8A

### **TITLE**

Consider action to approve a resolution for a proposed Substantial Amendment to the City of Rowlett Community Development Block Grant (CDBG) 2011-2015 Consolidated Plan and 2013 Annual Plan for Community Development Needs; and authorize the City Manager to execute and submit all documentation and certifications to the United States Department of Housing and Urban Development; and authorize execution of a Subrecipient Grant Agreement with Life Message, Inc. in the amount of \$28,688 for funding of health and human services that primarily benefit low-income residents of Rowlett within the City of Rowlett during the 2013 CDBG program year.

### **STAFF REPRESENTATIVE**

Jim Proce, Assistant City Manager  
Marc Kurbansade, Director of Development Services

### **SUMMARY**

On August 6, 2013, staff presented the Community Development Block Grant (CDBG) Annual Plan for City Council approval. Although this Plan was adopted as presented in order to meet reporting requirements, City Council expressed an interest in diversifying the programs. City Council directed staff to further investigate alternatives and to provide a revision to the plan to meet those needs.

At the February 11, 2014, City Council Work Session, Staff was provided specific direction regarding the diversification of these programs. This agenda item includes the formal action necessary to amend formal Housing and Urban Development documents to reflect the changed direction and the authority for the City Manager to execute a Subrecipient Agreement in order to help fulfill the Public Services portion of the grant.

### **BACKGROUND INFORMATION**

In the past, the City of Rowlett has utilized the funds from the CDBG almost exclusively for Capital Improvement projects, with these projects being focused on streets, drainage, sidewalks, and utilities need in the area south of Main Street and immediately east of Rowlett Road.

The direction provided by City Council on February 11, 2014, was to reapportion the funds to allocate more funds for a Housing Rehabilitation Program. In addition, City Council requested that the City identify a non-profit organization/subrecipient agency to participate in the Public Services portion of the grant. The remaining portion of the CDBG funds would be allocated to a neighborhood park under the Public Facilities portion of the program.

The reallocation of funds based upon what is outlined in the 2013 Annual Plan does require an amendment. In addition, the Subrecipient Agreement with Life Message for the Public Services portion of the grant will be considered as well.

## **DISCUSSION**

This agenda item includes two considerations:

- 1) Consider the Substantial Amendments to both the City of Rowlett CDBG 2011-2015 Consolidated Plan and 2013 Annual Plan. (Exhibit A)
- 2) Execution of a Subrecipient Agreement with Life Message, Inc. that will fulfill the Public Services program portion of the grant. (Exhibit B)

In short, the Substantial Amendment includes the reallocation of funds (\$74,684) from the Public Facilities program (Public Parks) to the Owner Occupied Housing program (Housing Rehabilitation).

*It should be noted that the published legal advertisement (Attachment 1) inadvertently stated that the purpose of the amendment was to reallocate \$74,684 from Public Facilities to Housing Rehabilitation, which would result in an increase of the Public Facilities portion from \$24,316 to \$100,000, and would conversely result in a decrease of the Housing Rehabilitation from \$100,000 to \$24,316. The Housing and Urban Development (HUD) threshold triggering a "Substantial Amendment" is 25 percent of our total grant amount ( $25\% \times \$191,254 = \$47,813.50$ ); therefore, the Substantial Amendment was required. The intended amendment based on earlier City Council direction should have been to reallocate \$37,842 from Housing Rehabilitation to Public Facilities, resulting in each group having an equal amount of \$62,158. The intended amendment is shown in the table on the following page, as this was the direction received from City Council and this change will be reflected in the year-end reporting transmitted to HUD. Since the change from the erroneous legal advertisement to the actual intended modification is less than the 25 percent threshold, a Substantial Amendment is not required.*

<b>Project Description</b>	<b>2013 Plan Current Allocation</b>		<b>2013 Plan Proposed Amended Allocation</b>	
	<b>Amt (%)</b>	<b>Amt (\$)</b>	<b>Amt (%)</b>	<b>Amt (\$)</b>
Owner-Occupied Housing – Funding for minor repairs for housing occupied by low-income homeowners	52%	\$100,000	32.5%	\$62,158
Public Facilities – Improvements to public facilities, including streets, parks, water, sewage, and drainage facilities in eligible low-income areas of the City	13%	24,316	32.5%	62,158
Public Services – Funding for non-profit organizations to provide health and human services to low income or special need households	15%	28,688	15%	28,688
Administration – Administrative and management costs for operational expenses of the CDBG Program and projects	20%	38,250	20%	38,250
<b>Total Grant</b>		<b>\$191,254</b>		<b>\$191,254</b>

The Housing Rehabilitation program will be implemented based on the direction received from City Council at the May 20, 2014, Work Session. Implementation of this program will require the establishment of guidelines as well as a monitoring system to ensure compliance with HUD requirements.

The Public Facilities portion of the grant is currently being proposed to be used for the rehabilitation of Isaac Scruggs Park. This grant will allow for a portion of the identified park improvements to be completed. Isaac Scruggs was chosen chiefly due to its identification as a local neighborhood park.

Although there is not a proposed reallocation of funds associated with the Public Services portion of the grant, staff believes it is worthwhile to provide information pertaining to the allocation of resources. Furthermore, it will be necessary for City Council to authorize the City Manager to execute the Subrecipient Agreement with Life Message, Inc. to allow for the allocation of these funds.

Based on direction provided by City Council at the February 11, 2014, Work Session, staff, through the work of its consultant, initiated contact with Life Message, which is a local City of Rowlett non-profit agency. The main mission of Life Message is to provide food and clothing to those in need. Through the execution of the Subrecipient Agreement, Life Message will be able to utilize the Public Services portion of the CDBG grant funds to help the City meet the goals set in the Consolidated Plan and Annual Plan. It should be noted that the City will coordinate with

its consultant to implement a monitoring system to ensure grant monies are being utilized in accordance with HUD guidelines.

In conclusion, this agenda item will allow for two main actions. First, it will allow for the Substantial Amendments to the City of Rowlett CDBG 2011-2015 Consolidated Plan and 2013 Annual Plan, which would allow for the reallocation of funds. Second, it will allow for the City Manager to execute the Subrecipient Agreement with Life Message to fulfill the Public Services portion of the grant.

#### **FINANCIAL/BUDGET IMPLICATIONS**

The current identified grant amount of \$191,254 will not change as a result of the Amendment to the City of Rowlett CDBG 2011-2015 Consolidated Plan and 2013 Annual Plan, funds would only be reallocated.

#### **RECOMMENDED ACTION**

Move to approve a resolution for a proposed Substantial Amendment to the City of Rowlett Community Development Block Grant (CDBG) 2011-2015 Consolidated Plan and 2013 Annual Plan for Community Development Needs; and authorize the City Manager to execute and submit all documentation and certifications to the United States Department of Housing and Urban Development; and authorize execution of a Subrecipient Grant Agreement with Life Message, Inc. in the amount of \$28,688 for funding of health and human services that primarily benefit low-income residents of Rowlett within the City of Rowlett during the 2013 CDBG program year.

#### **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS APPROVING A SUBSTANTIAL AMENDMENT TO THE CITY OF ROWLETT COMMUNITY DEVELOPMENT BLOCK GRANT 2011-2015 CONSOLIDATED PLAN AND 2013 ANNUAL PLAN; APPROVING A SUBRECIPIENT AGREEMENT IN ACCORDANCE WITH THE CONSOLIDATED PLAN; AUTHORIZING THE CITY MANAGER TO SUBMIT AND EXECUTE THE AMENDMENT AND AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Rowlett participates in the Department of Housing and Urban Development's Community Development Block Grant (CDBG); and

**WHEREAS**, the Department of Housing and Urban Development (HUD) requires the City to prepare a 5-year "Consolidated Plan" document for the CDBG program and the 2011 - 2015 Consolidated Plan was adopted by the City Council on August 2, 2011; and

**WHEREAS**, on August 6, 2013, the City Council approved the 2013 Annual Plan that included a grant program to assist low-income homeowners to defray the costs associated with minor repairs and weatherization improvements. To date, no one has participated and the funding for this activity (\$100,000) has remained unspent; and

**WHEREAS**, on August 6, 2013, the City Council approved the 2013 Annual Plan that included funding to make improvements to a park located in a low-income neighborhood. The funding level for this activity (\$24,316) was not sufficient to implement the activity; and

**WHEREAS**, on April 17, 2014, the City published a public notice in the City's official newspaper indicating that the Substantial Amendment of the 2011 – 2015 Consolidated Plan and 2013 Annual Plan would be available to the public for review and comment from April 17, 2014 to May 20, 2014; and

**WHEREAS**, the City Council has considered the community needs, priorities, and strategies set forth in the Consolidated Plan and concludes the reallocation of funds (\$37,482) from the Housing Rehabilitation program to the Public Facilities program is warranted and will allow reallocation of the funds within the 2013 Annual Plan consistent with the Consolidated Plan;

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

**Section 1:** That the 2013 Annual Plan is amended in accordance with the reallocations and provisions set forth in Exhibit "A", attached hereto, which the Council finds and determines is consistent with the City's housing and community development needs, priorities and strategies identified in the Consolidated Plan by the 2013 Annual Plan.

**Section 2:** That the City Council hereby approves the Substantial Amendments, attached as Exhibit "A" hereto, and the Subrecipient Agreement, attached as Exhibit "B" hereto, for the City of Rowlett Community Development Block Grant (CDBG) 2011-2015 Consolidated Plan and 2013 Annual Plan for Community Development Needs.

**Section 3:** That the City Council authorizes the City Manager to submit the Substantial Amendment to the Department of Housing and Urban Development, and to execute the Subrecipient Agreement on the City's behalf, and to take any necessary steps to implement the Substantial Amendment and issue purchase orders with the Subrecipient Agreement.

**Section 4:** This resolution shall become effective immediately upon its passage.

**ATTACHMENTS**

Exhibit A – Substantial Amendment

Exhibit B – Subrecipient Agreement

Attachment 1 – Legal Advertisement

**SUBSTANTIAL AMENDMENT 001  
CITY OF ROWLETT  
CDBG 2011-2015 CONSOLIDATED PLAN AND 2013 ANNUAL PLAN  
FOR COMMUNITY DEVELOPMENT NEEDS**

The City of Rowlett is an entitlement city for the receipt of Community Development Block Grant (CDBG) funds distributed by the U.S. Department of Housing and Urban Development (HUD). As required by federal regulations, CDBG funds may be used to support projects that assist low-income citizens, remove slum and blight, or for urgent needs (disaster relief). Eligible CDBG activities include Affordable Housing projects, such as Housing Rehabilitation, Homebuyers Assistance, and Acquisition; Public Services; Code Enforcement; Demolition; and improvements to Public Facilities, such as Parks, Streets, and Community Centers.

The 2011-2015 Consolidated Plan is the comprehensive planning document that details how the City will expend its federal funds during the 5-year period. Historically, the City has utilized the annual allocation of CDBG funding for the improvements of streets and other public infrastructure located in low-income neighborhoods. The City is substantially amending the 2011-2015 Consolidated Plan to add the funding of the following activities that will primarily benefit low-income citizens:

- 1) Public Services – up to a maximum of 15% of the annual grant amount will be provided for funding of health and human services that primarily benefit low-income residents of Rowlett – services to be provided primarily by non-profit organizations
- 2) Housing Rehabilitation – funding of minor repairs for housing occupied by low-income homeowners – the program will be available city-wide to eligible low-income homeowners
- 3) Public Facilities – Parks – funding of improvements to neighborhood parks located in low-income census tracts and that provide recreational services primarily to low-income residents

The selection of projects and determination of funding amounts will be made annually by the Rowlett City Council during the approval of the CDBG Annual Plan.

**SUBSTANTIAL AMENDMENT 001  
CITY OF ROWLETT  
CDBG 2013 ANNUAL PLAN  
FOR COMMUNITY DEVELOPMENT NEEDS**

The 2013 Annual Plan describes the proposed usage of the 2013 CDBG funds in accordance with the 5-year priorities and strategies. The City of Rowlett is substantially amending the 2013 Annual Plan to add the following activities that primarily benefit low-income citizens:

- 1) Public Services – up to a maximum of 15% of the annual grant amount will be provided for funding of health and human services that primarily benefit low-income residents of Rowlett – \$28,688.00 will be provided to Life Message in support of their food pantry which provides food supplies and basic living necessities on a weekly basis to low-income residents. Life Messages anticipates serving 100 low-income residents each month.
- 2) Housing Rehabilitation – funding of minor repairs for housing occupied by low-income homeowners – the program will be available city-wide to eligible low-income homeowners - \$24,316.00
- 3) Public Facilities – Parks – funding of improvements to neighborhood parks located in low-income census tracts and that provide recreational services primarily to low-income residents - \$100,000.00 will be used for improvements to the Isaac Scruggs Park, including adding a shade structure for the playground, a full-size basketball court, and pavilions

**CITY OF ROWLETT**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**2013-2014 SUBRECIPIENT AGREEMENT FOR PUBLIC SERVICES**

**\$28,688.00**

THIS AGREEMENT made and entered into this **MAY 20, 2014**, by and between the **CITY OF ROWLETT, TEXAS**, a Municipal Corporation incorporated under the laws of the State of Texas (hereinafter referred to as "City"), and **LIFE MESSAGE, INC.** a non-profit corporation (hereinafter referred to as "Subrecipient").

WHEREAS, the City has determined that it has the objective of providing public services to low and moderate income residents of the City; and

WHEREAS, the City has appropriated funds under the Community Development Block Grant (CDBG) Program administered by the U. S. Department of Housing and Urban Development (HUD) for this purpose; and

WHEREAS, the City desires to engage the Subrecipient to render certain public services in connection therewith;

NOW, THEREFORE, in consideration of funding in an amount not to exceed **Twenty-eight thousand, six hundred and eighty-eight dollars (\$28,688.00)** to be paid to **LIFE MESSAGE, INC.** by City as herein below set forth, the City and **LIFE MESSAGE, INC.** hereto do mutually agree as follows:

**I. STATEMENT OF WORK**

1.1 Program General Description and/or Goals/Objectives: The Subrecipient will be responsible for administering a "**LIFE MESSAGE FOOD PANTRY**" to provide services and activities as described herein this Agreement and in the Subrecipient's Application for CDBG funding as presented to the City, and in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. The Subrecipient certifies that it will maintain records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program – 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slum and blight, and 3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208. *The general program description and program goals/objectives include:*

*Provision of food and other basic living necessities (such as toiletries, clothing, housewares, appliances, etc.) to primarily low-income residents meeting the HUD defined income criteria for the Rowlett area. Services are provided weekly from a single location at 4501 Rowlett Road, Rowlett, Texas.*

1.2 As evidenced by the execution of this Agreement, Subrecipient certifies that Program is either a New or Quantifiable Increase in Services above that which has been provided by or on behalf of the City during the 12 months prior to submission of the City's Annual Plan.

1.3 Scope of Services: Such program will include the following activities eligible under the Community Development Block Grant Public Services funding:

Program Delivery: *Program will provide staffing, facility, and food and basic living necessity products essential to deliver the funded program.*

General Administration: Subrecipient will provide all administrative and supportive staff and services necessary to provide Program and Activities described above in accordance with all applicable local, state, and federal requirements.

1.4 Performance-Based/Measurable Accomplishments: The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Total Units Proposed Per Year</u>
Provision of food and other basic living necessities to primarily low-income residents	400 low-income residents

1.5 The City will monitor the performance of the Subrecipient against the performance standards stated herein. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

1.6 Time of Performance: Services of the Subrecipient designated herein are to commence on the **20th day of May, 2014**, and end on the 30<sup>th</sup> day of **September, 2014**. The term of this Agreement and the provisions herein shall be extended if so desired by the City to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

## **II. PAYMENT FOR ELIGIBLE REIMBURSED EXPENDITURES**

2.1 Maximum Compensation: For the **Program year 2013**, City shall pay to Subrecipient a total amount not to exceed **\$\$28,688.00**, a total amount which shall constitute full and complete compensation for the Subrecipient's services under this Agreement. Funds are to be utilized for the delivery of the above-described program and activities and in accordance with the line-item budget attached hereto and made a part hereof as **Attachment A**. Draw downs for the payment of eligible expenses shall be made against the line items budgets herein and in accordance with performance. Other operating expenses eligible under HUD's CDBG Program – Public Services Funding will be considered for reimbursement provided the Subrecipient provides a written request for amendment, and provided the expenses are eligible expenditures as determined by the City, and provided that the City has provided prior written approval of such request for amendment.

2.2 Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-110 and achievement of performance-based measurable accomplishments as detailed in Section I and as reported in accordance with Section VI of this Agreement.

2.3 Method of Payment: Funds will be provided **Monthly** on a reimbursement-only basis and as depicted in **Attachment A**. Generally, funds for expenses determined by City as eligible for reimbursement will be provided to Subrecipient within thirty (30) days of the receipt and approval by City of Subrecipient's supporting documentation. The final request for reimbursement must be received by City on or before **September 15, 2014**.

2.3.1 Only those costs which are allowable under the terms of this Agreement and the budget shall be reimbursed. The City shall withhold reimbursement to the Subrecipient for failure to perform the services described in this Agreement and for failure to meet any other requirements of this Agreement. Payment will be withheld until such time as the Subrecipient is in full compliance with all the terms of this contract.

2.3.2 Funds will not be provided in advance of expenditures and funds will not be determined eligible for reimbursement without corresponding evidence of eligible beneficiaries of services and expenditures, such as receipts, bills, payroll records, cancelled checks, and other proof as determined necessary by City, unless prior agreements have been made stipulating an alternative arrangement. Unexpended funds included in this Agreement will remain in the possession of the City for use as determined appropriate by the City.

2.4 This Agreement and the payments to be made hereunder are contingent upon receipt by City of U. S. Department of Housing and Urban Development Community Development Block Grant funds and the City of Rowlett City Council funding approval. Should funds be discontinued or not approved, this Agreement will be revised or terminated as

necessary in the sole discretion of the City. Upon the expiration or termination of this Agreement, any unexpended funds in possession of Subrecipient shall be returned to City within forty-five (45) days of the date of the expiration or termination.

### **III. PROGRAM INCOME**

3.1 For the purpose of this Agreement, "Program Income" means gross income, including interest earned on CDBG funds or received by the Subrecipient, which is directly generated from the use of CDBG funds. When program income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of said funds. Any program income on hand when the Agreement expires or is terminated as provided herein or received after the Agreement's expiration shall be paid to the City within forty-five (45) days of the expiration or termination of this Agreement.

3.2 The Subrecipient shall utilize **Attachment B, Section III** to report monthly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the City or the U.S. Treasury is not program income and shall be remitted promptly to the City.

### **IV. COMPLIANCE**

4.1 The Subrecipient agrees to comply with all applicable sections requirements of Title 24 Code of Federal Regulations, Part 85 and Part 570 of the U.S. Housing and Urban Development regulations concerning the Community Development Block Grant Program (CDBG) and all federal regulations and policies issued pursuant to these regulations. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than to supplant funds otherwise available.

### **V. ADMINISTRATIVE REQUIREMENTS**

5.1 **Financial Management**: It is understood by the Subrecipient that the funds provided are subject to the Federal Government's Office of Management and Budget circulars. A-122, "Cost of Principles for Non-Profit Organizations," No. A-133, "Audits of State and Local Governments. A-110, "Uniform Administrative Requirements for Grants and Other Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" which are the prime federal references governing the use of these funds and the responsibilities of the Subrecipient. The Subrecipient must establish and use a set of written accounting policies which meet the minimum standards established by the City for contract accounting, including utilizing adequate internal controls and maintaining necessary source documentation for all costs incurred.

5.1.1 If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate (City) share of administrative costs and shall submit such plan to the City for approval.

5.1.2 Subrecipients which expend \$500,000 in Federal funds or more a year shall have an audit conducted in accordance with the Federal Governments' Office of Management and Budget Circular No. A-133. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits on funds provided under this Agreement. Subrecipient shall provide City with copy of this audit within ninety (90) days of the ending of their fiscal year(s) covered by this Agreement.

5.1.3 Subrecipients expending less than \$500,000 in Federal funds per year shall submit to City a copy of the Subrecipient's annual financial statement within ninety (90) days of the close of Subrecipient's fiscal year, or in

the event that an audit has been performed, Subrecipient shall provide a copy of the audit.

5.2 Documentation and Record-Keeping: The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506, and that are pertinent to the activities to be funded under this Agreement. Such documentation shall be in a manner which conforms to HUD and City accounting practices, OMB Circular A-21, and Entitlement Grant Regulations 24 CFR Part 85. Such records shall include, but not be limited to:

- 5.2.1 Records providing a full description of each activity undertaken;
- 5.2.2 Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program – 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slum and blight, and 3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208;
- 5.2.3 Records required to determine the eligibility of activities;
- 5.2.4 Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- 5.2.5 Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- 5.2.6 Financial records as required by 24 CFR Part 570.502, and OMB Circulars A-110; and
- 5.2.7 Other records necessary to document compliance with Subpart K of 24 CFR 570.

5.3 Retention: Records shall be maintained in accordance with requirements (if any) prescribed by the Department of Housing and Urban Development and the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City's Public Works Department, such records shall be maintained for a period of five (5) years after the receipt of final payment under this Agreement, the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later.

5.4 Client Data: The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of services provided. Such information shall be maintained in a secure and confidential manner, and Subrecipient agrees to comply with all local, state, and federal regulations regarding release or disclosure of such information.

5.5 Access to Records: At any time during normal business hours and as often as the City, the Department of Housing and Urban Development and/or the Comptroller General of the United States may deem necessary, there shall be made available to the City, the Department of Housing and Urban Development, and/or representatives of the Comptroller General for examination, all of the Subrecipient's records with respect to all matters covered by this Agreement and the Subrecipient shall permit the City, the Department of Housing and Urban Development, and/or representatives of the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

5.6 Information on File: Subrecipient must have on file with the City or provide access to current copies of:

- 5.6.1 Certificate of non-profit status;
- 5.6.2 Subrecipient's articles of incorporation approved by the Secretary of State of the State of Texas;
- 5.6.3 Copy of the Subrecipient's corporate by laws;
- 5.6.4 Any license applicable to the Subrecipient's proposed activities;
- 5.6.5 Listing of the current governing board members (including name, address, occupation, position on board, and tenure);
- 5.6.6 Current organizational chart showing management and staffing structure;
- 5.6.7 Subrecipient's written personnel (including staff and volunteers) policies;
- 5.6.8 Subrecipient's written accounting policies and procedures;
- 5.6.9 Subrecipient's written procurement policies and procedures; and

5.6.10 Work plan or administrative/program guidelines based on the description of the Program and Activities in Section I of this contract and which specifies:

- 5.6.10.1 The major tasks or activities to be performed under this contract;
- 5.6.10.2 Eligibility requirements for participation;
- 5.6.10.3 How activities or tasks will be performed;
- 5.6.10.4 The measurable objectives for each task; and
- 5.6.10.5 The time frame within which the tasks will be accomplished.

5.7 Procurement: Subrecipient shall comply with all current City and Federal policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policies as may be procured with funds provided herein. The Subrecipient shall procure materials in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards, covering utilization and disposal of property. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement, unless specified otherwise in writing.

5.8 Property Records: Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the “changes in use” restrictions specified in 24 CFR Part 570.208.

5.9 Close-Outs: Subrecipient’s obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), and determining the custodianship of records.

5.10 Travel: Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this contract, if that travel is not included in the original description of the approved scope of work.

## **VI. PERFORMANCE MONITORING AND REPORTING REQUIREMENTS**

6.1 The City will monitor Subrecipient’s services, including on-site and desk reviews of financial and program compliance, on a regular basis to assure contract compliance. Results of the monitoring efforts shall be summarized by City in written reports to the Subrecipient’s Executive Director and Board of Directors. The Subrecipient must provide documented evidence of follow-up actions taken to correct any areas of Subrecipient’s noncompliance. The Subrecipient shall provide assistance and information needed by City staff in order for the City to accomplish effective monitoring and evaluation of Subrecipient’s performance under this Agreement. It is also understood that reviews by other officials may be required on dates to be arranged.

6.2 Subrecipient shall submit a Request for Reimbursement and Performance Report (**Attachment B**) to City on a regular basis specified in Section 2.3. The format of such reports shall, at a minimum, consist of completion of a narrative summary of activities and program accomplishments, and an activity report, which will describe the activities accomplished, and the clients served (including individuals, agencies, and organizations). This report will include information including: but not limited to: racial and ethnic identification, household income information, head of household status, residence status, duplicated and unduplicated client counts, the reporting period, and the type of assistance in a format shown in Attachment B. The activity reports, along with the request for reimbursement and supporting documentation, are due within thirty (30) days following a reporting period and must be reviewed and signed by a duly authorized official of Subrecipient.

6.4 Board Participation: The Subrecipient must document, and allow access for City review, that its governing board is constituted in compliance with approved by-laws and that it actively fulfills its responsibilities for policy direction, including regularly scheduled meetings for which minutes are kept.

## VII. PERSONNEL AND PARTICIPANT CONDITIONS

7.1 Independent Contractor: Neither the Subrecipient nor its employees are considered to be employees of the City of Rowlett for any purpose whatsoever. The Subrecipient is considered to be an independent contractor at all times in the performance of the scope of services described herein.

7.1.2 The Subrecipient further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Worker's Compensation Act of the State of Texas or to any of the benefits granted to employees of the City under the provisions of the Personnel Policies as now enacted or hereafter amended.

7.1.3 The Subrecipient certifies that it will establish, publish and post a statement of its policies and requirements on maintaining a drug free workplace which complies with the "Drug Free Workplace Act" (P.L. 100-690) and shall require all providers of services under this Agreement to comply with Drug Free Workplace requirements of the above noted Act.

7.2 Personnel: The Subrecipient represents that it has, or will secure at its own expense, all personnel required in performing all of the services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

7.2.1 All the services required hereunder will be performed by the Subrecipient or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

7.2.2 None of the work or the services covered by this Agreement shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

7.2.3 The Subrecipient shall have in its possession a documented set of personnel policies and procedures, including fringe benefits, if any, available to the Subrecipient's employees and which has been formally adopted by its governing board. Such a document shall be made available for inspection and determination by the City as to its acceptability.

7.2.4 Prohibited Activity: Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian, or religious activities, lobbying, political patronage, and nepotism activities.

7.2.5 Hatch Act: Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

7.3 Compliance with Civil Rights Laws and Executive Orders:

7.3.1 The Subrecipient will comply with the provisions of, and act in accordance with, all federal laws, rules and regulations, and Executive Orders related to equal employment opportunity, affirmative action, equal access to programs and services, and the enforcement of Civil Rights, including, but not limited to: Section 3 of the Housing and Urban Development Act of 1968, Sections 103 and 109 of the Housing and Community Development Act of 1974, as amended, Title VI and Title VII of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, Sections 502, 503, 504 and 505 of the Rehabilitation Act of 1973, Equal Pay Act of 1963, Age Discrimination in Employment Act of 1967, as amended, the Vietnam Era Veterans Readjustment Act of 1974, the 1986 U. S. Immigration Reform and Control Act, Americans with Disabilities Act of 1990, Executive Order 11063 of 1962 and Executive Order 11246 of 1965, as amended.

7.3.2 The Subrecipient will not discriminate against any employee or applicant for employment because

of race, color, religion, sex, age, national origin, or ancestry, physical or mental disability, marital/familial status or Vietnam era or disabled veteran status.

7.3.3 The Subrecipient will make reasonable accommodation to the known physical or mental disability of an otherwise qualified employee or applicant for employment.

7.3.4 The Subrecipient will ensure and maintain a working environment free of sexual harassment and other unlawful forms of harassment, intimidation, and coercion in all facilities at which the Subrecipient's employees are assigned to work.

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

7.4 Debarment, Suspension, Ineligibility and Exclusion Compliance:

7.4.1 The Subrecipient certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by an agency of the executive branch of the federal government.

7.4.2 The Subrecipient agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Subrecipient, the Subrecipient will notify the City immediately.

7.4.3 The Subrecipient agrees to not procure or subcontract with any agency, organization, or Contractor that has been debarred, suspended, or otherwise found ineligible to receive funds by an agency of the executive branch of the federal government.

7.5 Conflict of Interest: Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract.

7.5.1 In the procurement of supplies, equipment, construction and services by contractors, the conflict of interest provisions in 24 CFR 85.36 and OMB Circular A-110, respectively, shall apply.

7.5.2 No member, officer or employee of the contracting agency, or any other who exercises any functions or responsibilities with respect to the programs of the Subrecipient during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Subrecipient shall incorporate, or cause to be incorporated in all such subsequent agreements or sub-agreements, a provision prohibiting such interest pursuant to the purposes of this section.

7.5.3 The City and the Subrecipient state to the best of their knowledge, no member of the Rowlett City Council and no other officer, employee, or agent of City who exercises any function or responsibility in connection with the carrying out of the Program or the funds to which this Agreement pertains, has any personal interest, direct or indirect, in this Agreement.

7.6 Affirmative Action:

7.6.1 Approved Plan: Subrecipient agrees that it shall be committed to Affirmative Action principles as provided in the President's Executive Order 11246 of September 24, 1965.

7.6.2 W/MBE: Subrecipient will use its best effort to afford minority and women-owned business

enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term “minority and female business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority groups members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations regarding their status as minority and female business enterprises in lieu of an independent investigation.

- 7.6.3 Collective Bargaining: Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Subrecipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 7.6.4 EEO/AA Statement: Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

## **VIII. GENERAL CONDITIONS**

**8.1 Indemnification and Release: Subrecipient agrees to indemnify and hold harmless the City, its officers, agents, and employees from and against any and all loss, costs, or damage of any kind, nature, or description that may arise out of or in connection with this Agreement whether or not the claim or cause of action results from any negligence of the City or any of its officers, agents, or employees.**

**Subrecipient assumes full responsibility for the work to be performed and services to be provided hereunder, and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from any and all claims, demands, causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of, any person (whether employees or agents of either of the parties hereto or third persons) and any loss of or damage to property (whether the property is that of either of the parties hereto or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Subrecipient’s work or services provided hereunder whether or not said claims, demands, or causes of actions are covered in whole or part by insurance.**

8.2 City shall provide technical assistance to Subrecipient as requested and as mutually agreed upon in the performance of Subrecipient’s duties under this Agreement.

8.3 Representation in Proposal: The City has relied on all representations in the Subrecipient’s proposal for funding in awarding this contract and the Subrecipient warrants the accuracy of all representations in said proposal. Misrepresentation in the proposal shall be cause to terminate the contract and the Subrecipient shall owe all amounts paid to it as liquidated damages.

8.4 City Recognition: The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

8.5 Notifications: Any notice hand-delivered or sent by mail (with a return receipt which indicates delivery) to the addresses below shall be deemed received for any purposes arising out of the execution of this contract, regardless of whether personally received by the Subrecipient.

For the City, notices may be sent to:

Marc J. Kurbansade, AICP  
 Director of Development Services  
 City of Rowlett  
 3901 Main Street  
 Rowlett, Texas 75088  
 972-412-6187 Phone

For the Subrecipient, notices may be sent to:

Chris Kizziar  
 Executive Director  
 Life Message, Inc.  
 4501 Rowlett Road, Suite 200  
 Rowlett, Texas 75088  
 469-569-7256 Phone

8.6 Use of Funds for Sectarian Religious Purposes: The Subrecipient covenants and agrees that no funds awarded through this program will be used for sectarian religious purposes, and specifically that:

- 8.6.1 There will be no religious test for admission for services;
- 8.6.2 There will be no requirement for attendance at religious services;
- 8.6.3 There will be no inquiry as to a client's religious preference or affiliation;
- 8.6.3 There will be no proselytizing; and
- 8.6.4 Services provided will be essentially secular.

8.7 Lobbying: The Subrecipient understands that utilization of any federally appropriated funds provided the Subrecipient by the City pursuant hereto to influence or attempt to influence any member or employee of the Executive or Legislative branches of the federal government with respect to a covered federal action is prohibited. The Subrecipient further agrees that it shall comply with the certification and disclosure requirements of the applicable regulations.

8.8 Publication, Reproduction and Use of Materials: If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but the City reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all copyrighted material which can be copyrighted.

8.9 Identification of Documents: All reports, maps, and other documents completed as a part of this contract, other than documents exclusively for internal use within the City, shall contain the following information on the front cover or title page (or in the case of maps, in an appropriate block): name of the City, month and year of the preparation, name of the Subrecipient and descriptive title.

8.10 Compliance with Laws: In performing the services required hereunder, the Subrecipient shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments, including environmental protection regulations. Failure to comply with the Administrative Requirements shall constitute grounds for termination of this Agreement.

8.11 Insurance and Bonding: The Subrecipient shall carry sufficient insurance to protect contract assets from loss due to theft, fraud, and/or undue physical damage.

8.11 Assignability: The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the City thereto.

8.12 Contract Suspension/Termination

8.12.1. If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by the Subrecipient under this Agreement shall, at the option of the City, become its property, and the Subrecipient shall be entitled to receive just and equitable

compensation for any work satisfactorily completed hereunder.

8.12.2 Notwithstanding the above, the Subrecipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Subrecipient, and the City may withhold any payments to the Subrecipient for the purposes of set-off until such time as the exact amount of damages due the City from the Subrecipient is determined.

8.12.3 If this Agreement is terminated for any of the reasons referenced in Section 8.11 hereinabove, excluding funding discontinuance or disapproval, Subrecipient shall have the right to attempt to cure its failure during the thirty (30) day period prior to termination to the satisfaction of the City at the City's sole discretion.

8.13. Termination for Convenience of the City: The City may terminate this Agreement at any time by giving at least forty-five (45) days notice in writing to the Subrecipient. If the Subrecipient is terminated by the City as provided herein, the Subrecipient will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Subrecipient covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Subrecipient, Section 8.11 hereof relative to termination shall apply.

8.14 Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

8.15 Enforcement: The Subrecipient agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

8.16 Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

8.17 Amendments: City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release City or Subrecipient from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of this Agreement, such modifications will be incorporated only be written amendment signed by both City and Subrecipient.

8.18 Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas and the laws, rules and regulations of the City of Rowlett, Texas.

8.19 Approval Required: The parties hereto state that they are appropriately empowered by their respective Board/Council to sign this Agreement. This Agreement shall not become effective or binding until approved by the City of Rowlett Public Works Department Director.

**CDBG FUNDING APPROVED BY CITY COUNCIL ON: MAY 20, 2014**

**SUBRECIPIENT NAME:**

BY: **X** \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Executive Director

**ATTEST:**

**CITY OF ROWLETT, TEXAS - "City"**

\_\_\_\_\_

BY: \_\_\_\_\_

CITY CLERK

BRIAN FUNDERBURK  
CITY MANAGER

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_

CITY ATTORNEY

**Attachments:**

Attachment A: Budget

Attachment B: Request for Reimbursement and Performance Report

**Notary's Acknowledgment – Public Works Director**

Before me, the undersigned authority, on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, who first being duly sworn by me, acknowledged this instrument.

\_\_\_\_\_ My commission expires \_\_\_\_\_

NOTARY PUBLIC in and for the STATE OF TEXAS

**Notary's Acknowledgment – Agency Executive Director**

Before me, the undersigned authority, on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, who first being duly sworn by me, acknowledged this instrument.

\_\_\_\_\_ My commission expires \_\_\_\_\_

NOTARY PUBLIC in and for the STATE OF TEXAS

**Notary's Acknowledgment – City Manager**

Before me, the undersigned authority, on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, who first being duly sworn by me, acknowledged this instrument.

\_\_\_\_\_ My commission expires \_\_\_\_\_

NOTARY PUBLIC in and for the STATE OF TEXAS

**ATTACHMENT A****2013 BUDGET FOR CDBG PUBLIC SERVICES FUNDING****TOTAL FUNDED AMOUNT: \$28,688.00**

<b>Item</b>	<b>Total Budget</b>
Food items and basic living necessities	\$22,738.00
One dedicated staff position for daily operations of food pantry	\$5,950.00
<b>TOTAL</b>	<b>\$28,688.00</b>

**ATTACHMENT B**  
**CITY OF ROWLETT**

**REQUEST FOR REIMBURSEMENT AND PERFORMANCE REPORT  
FOR PUBLIC SERVICE ACTIVITIES**

<b>AGENCY NAME:</b>	LIFE MESSAGE, INC.		
<b>ADDRESS:</b>	4501 Rowlett Road, Suite 200, Rowlett, TX 75088		
<b>PHONE NUMBER:</b>	469-569-7256	<b>FAX NUMBER:</b>	
<b>EMAIL</b>	chris@lifemessage.org		
<b>GRANT AMOUNT:</b>	\$28,688.00		

Reimbursement Request No.  Date Request Submitted:

Prepared By: *X* \_\_\_\_\_ Director's Signature: *X* \_\_\_\_\_

Reporting Period: From  to

Attached please find supporting documentation and monthly/quarterly Performance Reports for the expenditure of CDBG funds.

**SECTION I – EXPENDITURES FOR THIS REPORTING PERIOD**

Item Description	Calculation	Amount
<i>Example: Salary Costs – Program Director- 50%</i>	<i>\$15.00/hr x 40 hrs/week x 4 weeks x .50</i>	<i>\$ 1,200.00</i>
		\$
		\$
		\$
		\$
		\$
<b>TOTAL</b>		<b>*\$</b>

\* Place Total Amount in No. 3 in Summary below.

SUMMARY		
No.	Description	Amount
1	Total Grant Amount Awarded:	\$ 28,688.00
2	Remaining Balance of Grant Award (from #4 of previous request): *	\$
<b>3</b>	<b>Total eligible expenditures requested for reimbursement (from Total above)</b>	<b>\$</b>
4	Remaining Balance of Grant:	\$

\* Reimbursement Request #1 should include original budget amount. Subsequent requests should indicate Remaining Balance from most recent Request for Reimbursement.

**FINAL REIMBURSEMENT REQUEST MUST BE SUBMITTED TO CITY NO LATER THAN \_\_\_\_\_.**

<p><b><u>City Review and Approval:</u></b> City: _____ Initial/Date _____</p>
---



**SECTION II – PAGE 2 - DIRECT BENEFITS INFORMATION SERVED THIS REPORTING PERIOD**

*(Keep Year-to-Date running Total for annual report submitted to HUD)*

**Total Client Contacts During This Reporting Period:**

**B=C=D** (total count of all services for all clients)

Program	A Female Head Of House	White		Black or African American		Asian		American Indian/ Alaska Native		Native Hawaiian/ Other Pacific Islander		American Indian/ Alaska Native & White		Asian & White		Black/African American & White		Am. Indian/ Alaska Native & Black/Afr. Am.		Other Multi-Racial		B Total by Race	
		w/Hispanic Origin		w/Hispanic Origin		w/Hispanic Origin		w/Hispanic Origin		w/Hispanic Origin		w/Hispanic Origin		w/Hispanic Origin		w/Hispanic Origin		w/Hispanic Origin					
<b>TOTAL THIS REPORTING PERIOD</b>																							
<b>TOTAL YTD</b>																							

Program	<30% Med Income	30-50% Med Inc	<80% Median Income	>80% Med Inc	C Total by Income	City of Rowlett Resident	Smith County	Other	D Total by Area
<b>TOTAL THIS REPORTING PERIOD</b>									
<b>TOTAL YTD</b>									

**SECTION III – PROGRAM INCOME REPORT**

Program Income includes funds earned by agency from the use of CDBG funds – If amount is zero, please indicate that. All Program Income must be expended prior to requesting reimbursement from City - (See Subrecipient Agreement, Section III)

Date	Amount	Source	Utilized For	Remaining Balance

**SECTION IV - NARRATIVE ACTIVITY PERFORMANCE**

- a. Describe specific work tasks and quantifiable accomplishments completed for this reporting period. Include information regarding staff and board development and training.
- b. Describe successes or problems encountered with the project. Include plan of action to address any significant problems. Include local, state, or federal changes or issues that affect the client population that your program serves or affects your agency’s ability to effectively meet their needs.
- c. Describe any changes in hours of operation, staffing, facility needs or problems, financial issues or other significant changes that have occurred.
- d. Provide any other information or attachments about your agency or program, i.e. newsletters, letters of support/appreciation from community, news articles, public notices, special events.
- e. Describe any activities or services that promote or encourage economic or social self-sufficiency, i.e., educational program components, job training or seeking, etc.
- f. Describe any activities or services that assisted the following special-need populations:
  - Homeless
  - Elderly and Frail Elderly
  - Persons with Disabilities
  - Persons with Alcohol/Drug Addictions
  - Persons with HIV/AIDS

**VI. Attachments to be included with each Reimbursement Request**

	Copies of supporting financial documentation (invoices, time-sheets, payroll, cancelled checks, etc.)
	Board Minutes (if available – otherwise, provide when completed)
	Newsletters, brochures, news articles, etc. (if applicable)

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## PUBLIC NOTICE PROPOSED SUBSTANTIAL AMENDMENT TO THE CITY OF ROWLETT CDBG 2011-2015 CONSOLIDATED PLAN AND 2013 ANNUAL PLAN FOR COMMUNITY DEVELOPMENT NEEDS

PUBLIC NOTICE PROPOSED SUBSTANTIAL AMENDMENT TO THE CITY OF ROWLETT CDBG 2011-2015 CONSOLIDATED PLAN AND 2013 ANNUAL PLAN FOR COMMUNITY DEVELOPMENT NEEDS The City of Rowlett is an entitlement city for the receipt of Community Development Block Grant (CDBG) funds distributed by the U.S. Department of Housing and Urban Development (HUD). As required by federal regulations, CDBG funds may be used to support projects that assist low-income citizens, remove slum and blight, or for urgent needs (disaster relief). Eligible CDBG activities include Affordable Housing projects, such as Housing Rehabilitation, Homebuyers Assistance, and Acquisition; Public Services; Code Enforcement; Demolition; and improvements to Public Facilities, such as Parks, Streets, and Community Centers. The 2011-2015 Consolidated Plan is the comprehensive planning document that details how the City will expend its federal funds during the 5-year period. Historically, the City has utilized the annual allocation of CDBG funding for the improvements of streets and other public infrastructure located in low-income neighborhoods. The City is proposing to substantially amend the 2011-2015 Consolidated Plan to add the funding of the following activities that will primarily benefit low-income citizens: 1) Public Services up to a maximum of 15% of the annual grant amount will be provided for funding of health and human services that primarily benefit low-income residents of Rowlett services to be provided primarily by non-profit organizations 2) Housing Rehabilitation funding of minor repairs for housing occupied by low-income homeowners the program will be available city-wide to eligible low-income homeowners 3) Public Facilities Parks funding of improvements to neighborhood parks located in low-income census tracts and that provide recreational services primarily to low-income residents The selection of projects and determination of funding amounts will be made annually by the Rowlett City Council during the approval of the CDBG Annual Plan. PROPOSED SUBSTANTIAL AMENDMENT TO THE CITY OF ROWLETT CDBG 2013 ANNUAL PLAN FOR COMMUNITY DEVELOPMENT NEEDS The 2013 Annual Plan describes the proposed usage of the 2013 CDBG funds in accordance with the 5-year priorities and strategies. The City of Rowlett is proposing to substantially amend the 2013 Annual Plan to add the following activities that primarily benefit low-income citizens: 1) Public Services up to a maximum of 15% of the annual grant amount will be provided for funding of health and human services that primarily benefit low-income residents of Rowlett \$28,688.00 will be provided to Life Message in support of their food pantry which provides food supplies on a weekly basis to low-income residents 2) Housing Rehabilitation funding of minor repairs for housing occupied by low-income homeowners the program will be available city-wide to eligible low-income homeowners - \$24,316.00 3) Public Facilities Parks funding of improvements to neighborhood parks located in low-income census tracts and that provide recreational services primarily to low-income residents - \$100,000.00 will be used for improvements to the Isaac Scruggs Park, including adding a shade structure for the playground, a full-size basketball court, and pavilions The City encourages its citizens to provide citizen comment and input regarding the proposed substantial amendments, funding, projects, and activities. By publication of this notice, the City is providing a 30-day comment period to receive citizen input and comment prior to the City Councils review and approval on May 20, 2014. The proposed amendments to the Plans are available for public review at the City Public Works Department located at 4310 Industrial Boulevard, Rowlett, Texas, Monday-Friday, 8:00 am 5:00 p.m. Written comments regarding the Substantial Amendments to the 2011-2015 Consolidated Plan and the 2013 Annual Plan, and the proposed usage of funds should be sent to Ms. Theresa Hejny, Public Works Department, City of Rowlett, 4310 Industrial Boulevard, Rowlett Texas 75088. Written responses will be provided if a name and return address is included.

Listing ID: dc8374d-5468-58bF9e8-6e40b21c44dd



# City of Rowlett

## Staff Report

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

**AGENDA DATE:** 05/20/14

**AGENDA ITEM:** 8B

### **TITLE**

Consider an Ordinance to amend Part V of the City of Rowlett Code of Ordinances to adopt an amended Master Thoroughfare Plan Map.

### **STAFF REPRESENTATIVE**

Marc Kurbansade, Director of Development Services  
Daniel Acevedo, Urban Design Manager

### **SUMMARY**

On April 15, 2014, the City Council adopted an amendment to Realize Rowlett 2020, the City's Comprehensive Plan. In addition, City Council also adopted a rezoning amendment for the North Shore area that in part designated the thoroughfare network including secondary thoroughfares. This Master Thoroughfare Plan amendment is focused on the primary thoroughfares associated with the City's North Shore area. In addition, the east portion of Main Street is being proposed to be amended to align with the Comprehensive Plan amendment pertaining to Downtown.

The proposed amendment for consideration involves an amendment to the City's Master Thoroughfare Plan in order to align the Master Thoroughfare Plan with the recent Comprehensive Plan Amendment.

### **BACKGROUND INFORMATION**

The Master Thoroughfare Plan (MTP) is a component of the Rowlett Comprehensive Plan. It is a general plan that provides the groundwork for future roadway projects based on several factors. These factors include, but are not limited to: traffic counts, the current and proposed zoning designation surrounding an identified roadway, and anticipated Capital Improvement Projects (CIP). The MTP serves as a guide to help the City carry out a broad vision by providing a vital link between land use, transportation facilities and services needed to support growth. Adoption of an MTP gives the City the authority to require Right-of-Way (ROW) dedication when properties adjacent to identified roadways are platted. In addition, the MTP gives the City the authority to acquire (purchase) ROW when a roadway project is placed on the CIP project list. The MTP is a fluid plan that should be updated regularly based on the abovementioned factors. The last amendment to the plan occurred in July 2012.

This Master Thoroughfare Plan amendment will make the necessary changes to this document so that it is consistent with the Comprehensive Plan Amendments pertaining to the North Shore approved by City Council on April 15, 2014.

## **DISCUSSION**

Amendments to the Realize Rowlett 2020 Comprehensive Plan were adopted by City Council on April 15, 2014, which largely included changes associated with the North Shore property. The amendments to the North Shore also included companion zoning requests that established a street classification system for the North Shore (see Attachment 1). It should be noted that not all thoroughfares in Attachment 1 will appear in the Master Thoroughfare Plan; only collector-level thoroughfares and greater will be included.

The proposed Master Thoroughfare Plan, including the street cross-sections associated with the North Shore, is included in Exhibit B. As stated above, the proposed amendment would align the City's Master Thoroughfare Plan with the recent Comprehensive Plan Amendment. In addition, the east portion of Main Street between Skyline Drive and President George Bush Turnpike is being modified to reflect the street right-of-way reflected in the Comprehensive Plan.

## **FINANCIAL/BUDGET IMPLICATIONS**

N/A

## **RECOMMENDED ACTION**

Move to approve an Ordinance amending Part V of the City of Rowlett Code of Ordinances to adopt an amended Master Thoroughfare Plan Map.

## **ORDINANCE**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF ROWLETT, TEXAS, BY AMENDING PART V (THE MASTER THOROUGHFARE PLAN) TO ADOPT AN AMENDED MASTER THOROUGHFARE PLAN MAP; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council recognizes that a thoroughfare plan is a significant growth and traffic management tool and that through thoughtful planning and implementation, the quality of life of the citizens of the City can be maintained and enhanced for existing and future generations of residents and businesses; and

**WHEREAS**, the City Council has adopted a Master Thoroughfare Plan by Resolution No. 04-3-01A on April 17, 2001, and amended the Plan by Resolution No. 12-4-01B on December 4, 2001, and has amended the Thoroughfare Plan Map by Ordinance No. 08-05-03B, adopted on August 5, 2003, by Ordinance No. 005-06, adopted on January 17, 2006; Ordinance No. 017-10 adopted August 3, 2010; and Ordinance No. 019-12, adopted on July 24, 2012.

**WHEREAS**, changes have occurred since the adoption of the Master Thoroughfare Plan and its amendments that necessitate revisions to accommodate changes in economic development, traffic patterns, and local and regional traffic networks; and

**WHEREAS**, the City Council, in compliance with the laws of the State of Texas and the ordinances of the City, have given requisite notice and after holding due hearings and in the exercise of its legislative discretion in the best interests of the health, safety and welfare of the citizens of the City, has concluded that the Master Thoroughfare Plan and Thoroughfare Plan Map, in the form attached hereto, should be adopted as a guide to future land use planning and street construction, maintenance and repair programs.

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

**Section 1:** That the City Council of the City of Rowlett, Texas does hereby amend the Code of Ordinances of the City of Rowlett, Texas, by amending Part V of the Code of Ordinances to adopt the Master Thoroughfare Plan Map as depicted and described in Exhibit "A", incorporated herein by reference for all purposes, to be a part of the City's Master Thoroughfare Plan.

**Section 2:** That 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 of the ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**Section 3:** That 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 hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

**Section 4:** That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

## **ATTACHMENTS**

Exhibit A – Master Thoroughfare Plan & Street Segments

Attachment 1 – Street Classification Map

**CITY OF ROWLETT**

**MASTER THOROUGHFARE PLAN MAP**

Please submit changes or corrections to:  
 City of Rowlett Geographic Information Systems (GIS)  
 3901 Main Street, Rowlett, Texas 75088  
 Phone (972) 463-3980; Fax (972) 412 6228  
 Email: gis@rowlett.com  
 Or visit us on the web at  
<http://gisweb.rowletttx.org>

**Original Adopted: April 12, 2001**  
**Amended: May 13, 2014**

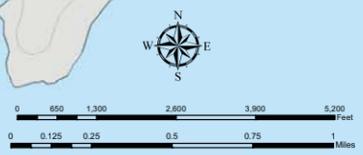
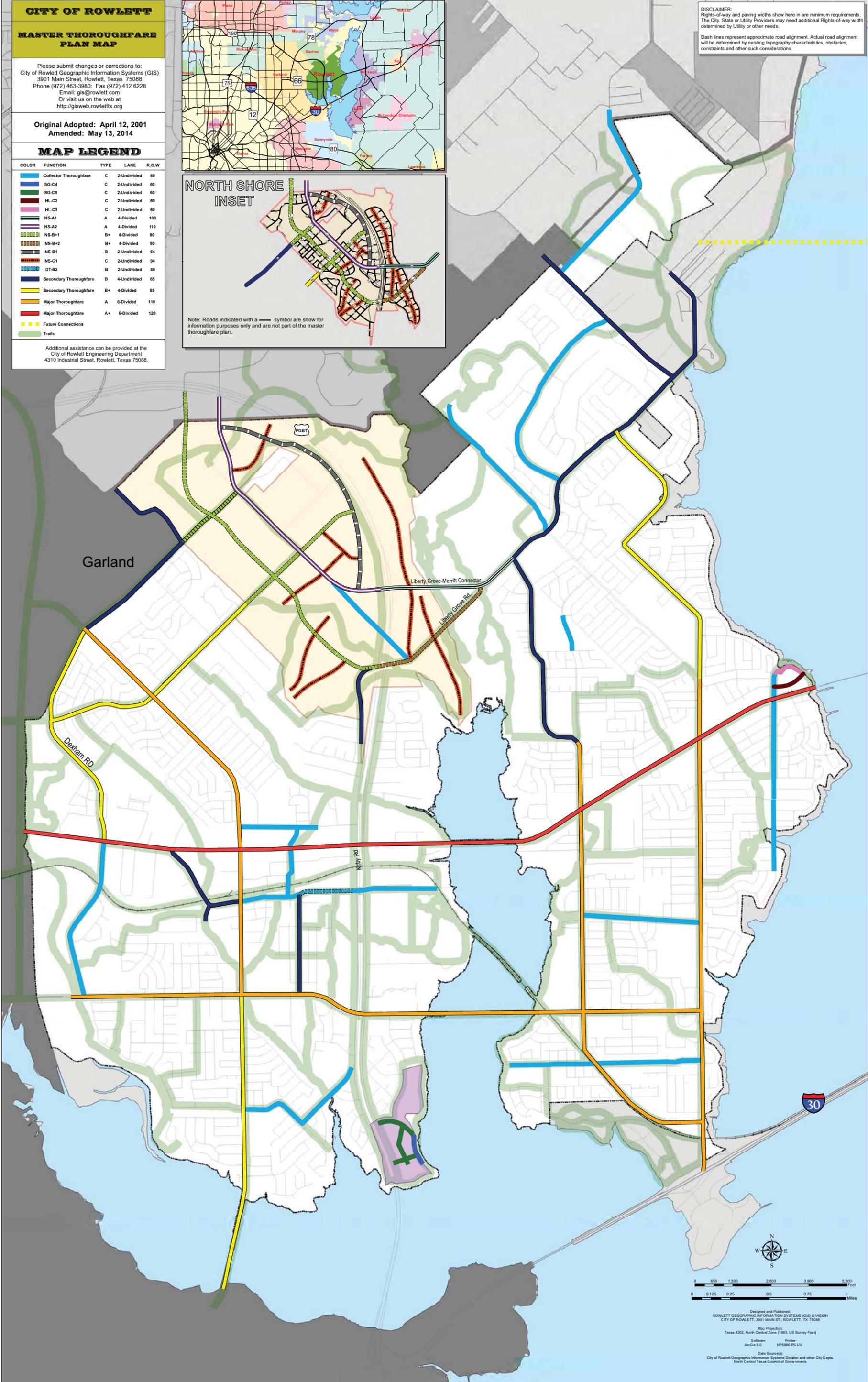
**MAP LEGEND**

COLOR	FUNCTION	TYPE	LANE	R.O.W
Blue	Collector Thoroughfare	C	2-Undivided	60
Light Blue	SG-C4	C	2-Undivided	60
Light Green	SG-C5	C	2-Undivided	60
Dark Green	HL-C2	C	2-Undivided	60
Light Purple	HL-C3	C	2-Undivided	60
Light Blue-Green	NS-A1	A	4-Divided	100
Light Purple	NS-A2	A	4-Divided	110
Light Green	NS-B+1	B+	4-Divided	90
Light Blue	NS-B+2	B+	4-Divided	90
Light Purple	NS-B1	B	2-Undivided	64
Light Green	NS-C1	C	2-Undivided	94
Light Blue	DT-B2	B	2-Undivided	80
Dark Blue	Secondary Thoroughfare	B	4-Undivided	65
Yellow	Secondary Thoroughfare	B+	4-Divided	85
Orange	Major Thoroughfare	A	6-Divided	110
Red	Major Thoroughfare	A+	6-Divided	120
Yellow Dashed	Future Connections			
Green	Trails			

Additional assistance can be provided at the  
 City of Rowlett Engineering Department  
 4310 Industrial Street, Rowlett, Texas 75088.



**DISCLAIMER:**  
 Rights-of-way and paving widths show here in are minimum requirements. The City, State or Utility Providers may need additional Rights-of-way width determined by Utility or other needs.  
 Dash lines represent approximate road alignment. Actual road alignment will be determined by existing topography characteristics, obstacles, constraints and other such considerations.



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)

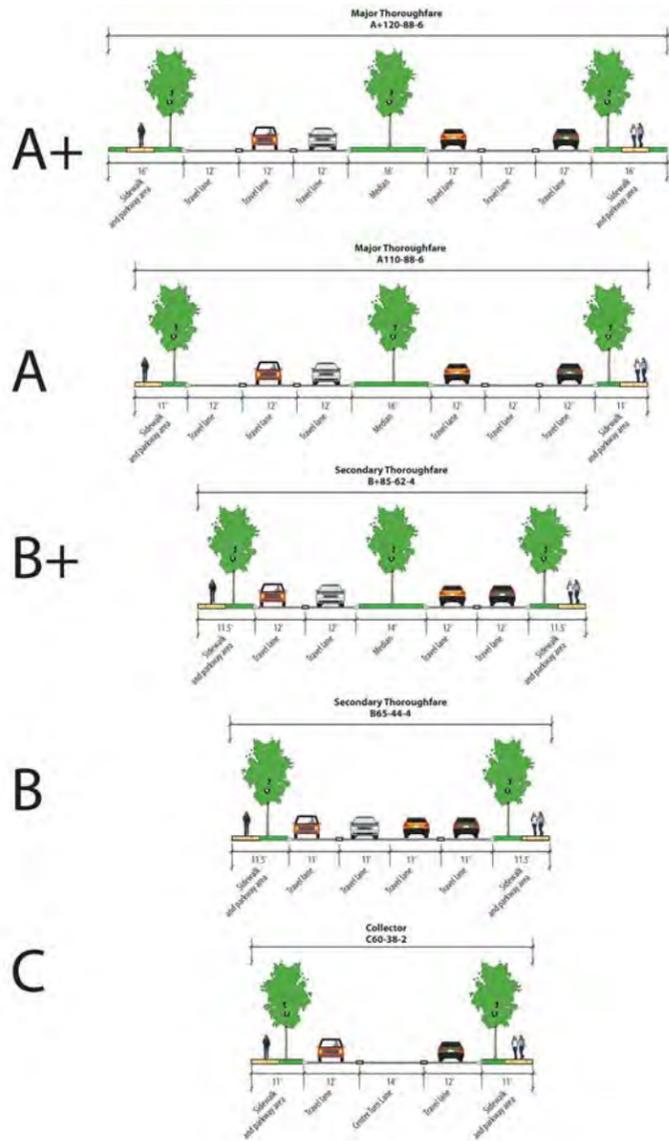
Software: ArcGIS 9.2  
 Printer: HP5000 PS LV

Data Sources:  
 City of Rowlett Geographic Information Systems Division and other City Depts.  
 North Central Texas Council of Governments

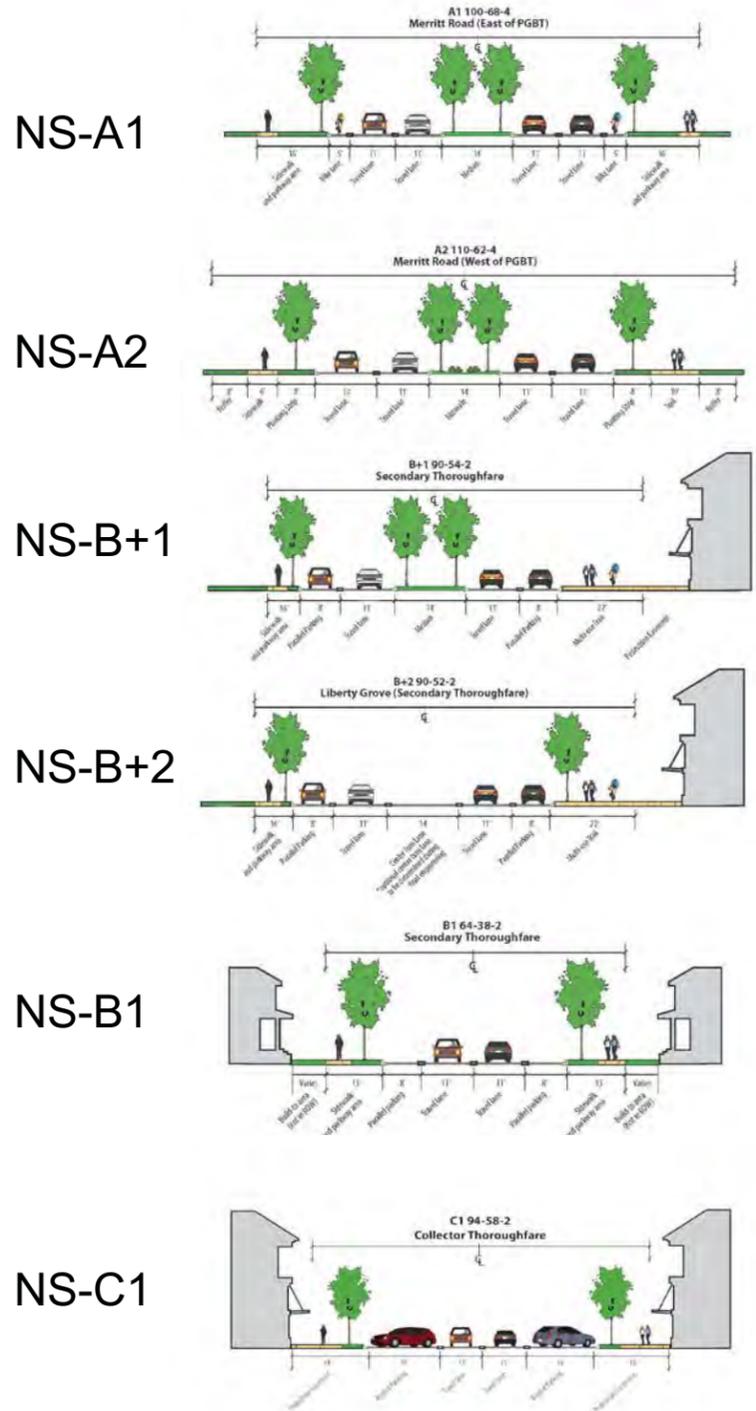
# CITY OF ROWLETT MASTER THOROUGHFARE PLAN STREET SEGMENTS

Original Adopted: April 12, 2001  
Amended: May 06, 2014

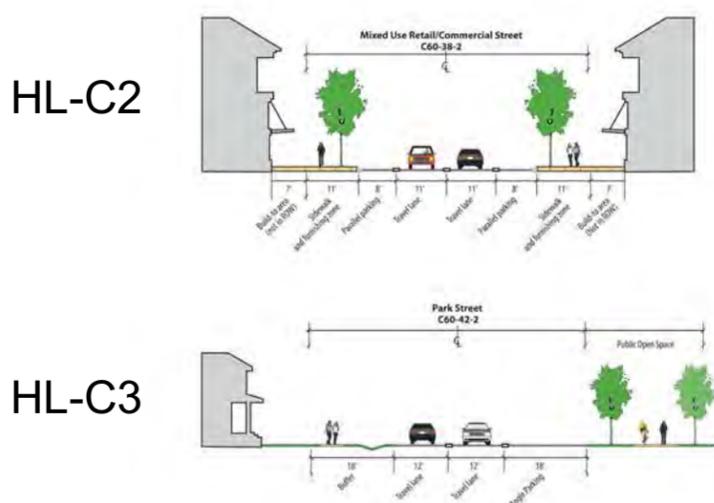
## Citywide Street Segments



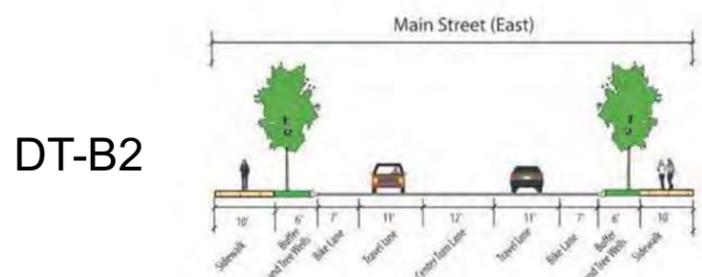
## North Shore Street Segments



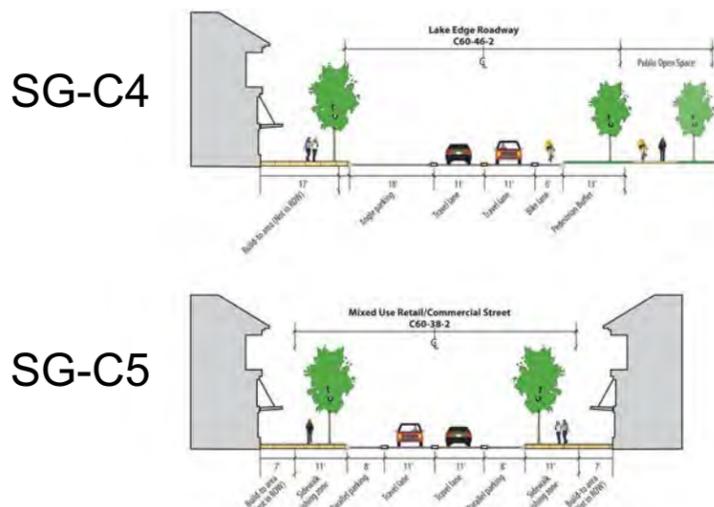
## Healthy Living Street Segments



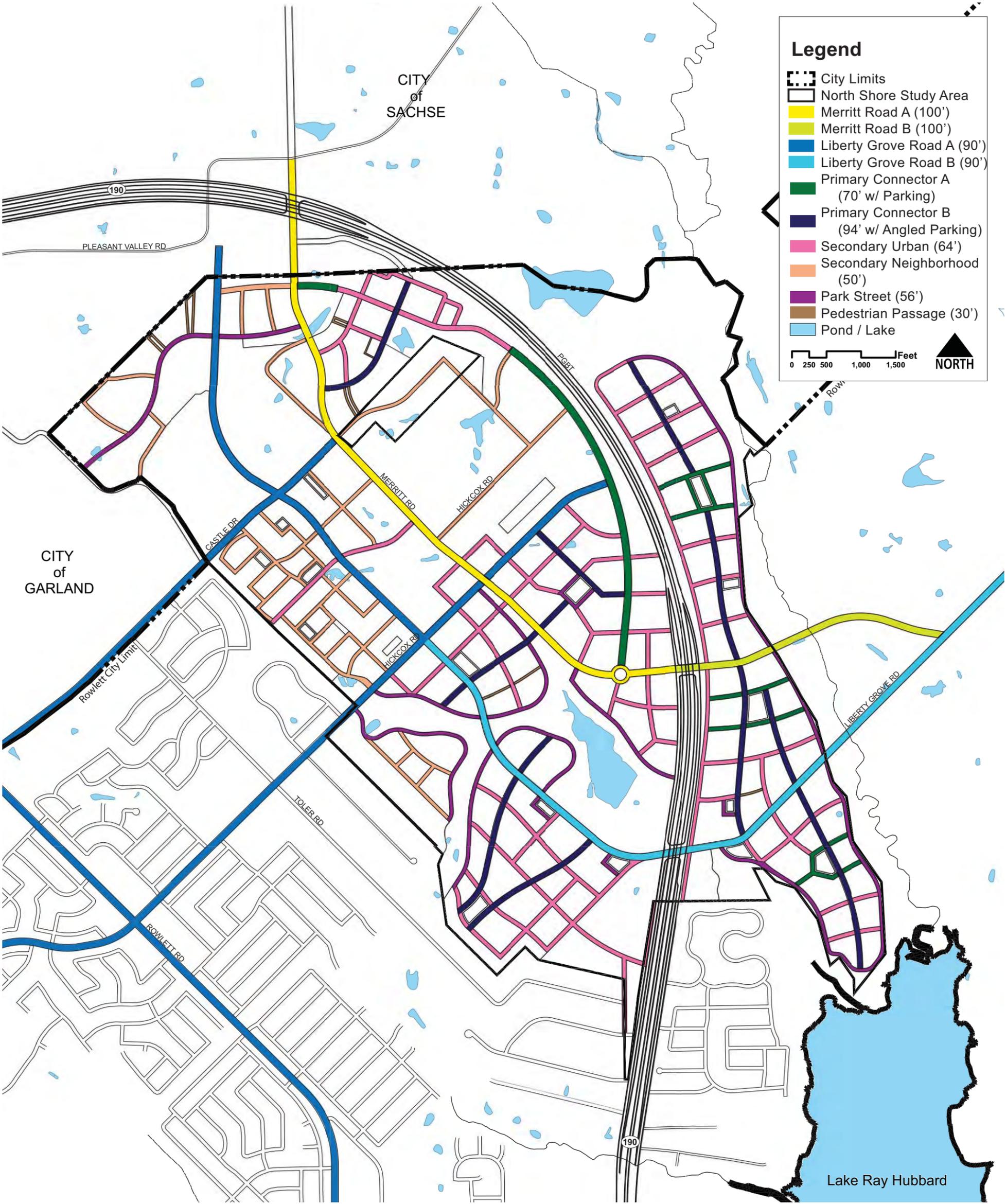
## Downtown Street Segment



## Signature Gateway Street Segments



# Street Classification Map



April, 2014



# City of Rowlett

## Staff Report

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

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**AGENDA DATE:** 05/20/14

**AGENDA ITEM:** 8C

### **TITLE**

Consider a resolution authorizing the Mayor to enter into Development Agreement documents with Integral Development, LLC and Catalyst Urban Development, LLC as the City's development partner for the development of "Village of Rowlett," a mixed use catalytic project located on City-owned property within the Downtown Urban Village Form Based District.

### **STAFF REPRESENTATIVE**

Brian Funderburk, City Manager

Jim Grabenhorst, Director of Economic Development

### **SUMMARY**

The Development Agreement documents with Integral Development, LLC and Catalyst Urban Development, LLC as the City's development partner for the Village of Rowlett project will allow for the first catalyst project within the Downtown area utilizing the Urban Village District zoning classification under the Form Base Code (FBC).

The Village of Rowlett is a \$30 million project on approximately 12 acres of City owned property that will introduce a range of urban densities within five modern housing concepts, local retail and commercial destinations, high quality pedestrian amenities and a unique vibe all its own. The project will save existing trees while offering a range of green amenities including a community garden, dog park, yoga lawn, bocce ball court, pocket green courts, and urban streetscapes within an urban resort setting. Planned to offer 215 urban living units, nearly 20,000 feet of activated commercial space, and over 400 parking spaces, the Village of Rowlett will forever change the quality and validity of urban development in Downtown. One of the City's goals for this project is to catalyze the entire Downtown area by using City owned property to create market interest and demand. The City anticipates significant subsequent private investments in the Downtown District following the introduction of this project. Downtown Rowlett can and will provide a new kind of village center that combines various land uses, mixed densities, and public venues in a unique and historic transit oriented development setting. (Attachment 2)



Bird's Eye View of the Village Center

### BACKGROUND INFORMATION

The subject property is generally located south of Main St., east of Commerce Drive and west of Skyline Dr., It is approximately 12 ± acres located within the Downtown Urban Village FBC District that was rezoned on November 6, 2012 as part of the *Realize Rowlett 2020* Phase II Initiative and is governed by the City's FBC. A location map can be viewed below:



Downtown Rowlett has been a focus of City development efforts as a way to create a vibrant community core while leveraging the City's commitment nearly 30 years ago to bring public transportation, Dallas Area Rapid Transit (DART) to Rowlett. Several City facilities (City Hall campus, Library, Development Services, Public Works & Utilities and the Animal Shelter) all reside within the current Downtown boundaries. In addition to the commitment of public transit (DART), the community has invested in several infrastructure improvement projects over the last 10 years to prepare Downtown for future development.

In 2010, the City embarked on *Realize Rowlett 2020*. *Realize Rowlett 2020* is the City's Comprehensive Plan that guides decisions on all development. Phase I served to update the comprehensive plan and was adopted by City Council on September 11, 2011. Phase II was about implementing the vision and led to the adoption of new zoning regulations in four key areas on November 6, 2012, to ensure the vision was realized for these areas. Downtown was one of the initial key areas and, in addition to the new zoning regulations, a formal Strategic Downtown Plan was also adopted at that time.

A key component and action item from the Strategic Downtown Plan and incorporated in the overall Economic Development Strategic Plan is the use of key City-owned properties to catalyze development within Downtown.

Since the adoption of the Strategic Downtown Plan and new zoning regulations, the City has actively marketed Downtown Rowlett opportunities and has received feedback from several development entities interested in pursuing catalyst projects on City-owned properties. To that end, staff utilized a Request for Qualifications (RFQ) process that determined the level of market interest from the private sector, allowed for development entities to demonstrate their expertise and capabilities and enabled the City to select a short list of finalists to interview and become the City's partner in implementing the community's vision established in the Strategic Downtown Plan.

This RFQ process outlined the opportunity, project vision, submittal requirements, selection process and timelines associated with selecting the City's development partner. As with *Realize Rowlett 2020* a Downtown RFQ Advisory Committee was formed by City Council in May 2013, to engage community stakeholders and provide a recommendation to City Council upon receipt and evaluation of responses received.

Following is the timeline of activities that occurred in the development of the Village of Rowlett project plan:

**May 2013:**

- City Council established Downtown RFQ Advisory Committee (May 7 & May 21, 2013)

**June-September 2013:**

- Downtown RFQ Advisory Committee finalized RFQ documents (June 20 & August 15, 2013)

- Presented opportunity to target list of development partners (August & September, 2013)
- Conducted site visits with interested development partners (September, 2013)
- Presented final RFQ documents to City Council (September 3, 2013)

**October 2013:**

- RFQ released to development community (October 1, 2013)

**November-December 2013:**

- Downtown RFQ responses due (November 1, 2013)
- Determined short-list of development partners and conduct interviews (November 13 & December 4, 2013)
- Downtown RFQ Advisory Committee made recommendation and City Council selected Integral Development LLC & Catalyst Urban Development LLC (December 17, 2013) – Attachment 3

**January-April 2014:**

- Discussed existing site conditions & market research (January 6, 2014)
- Held a series of charettes and project concept/visioning meetings (February 10, 24 & 28, 2014)
- Meetings with City Council, Downtown RFQ Advisory Committee, Library Advisory Board & Friends of Rowlett Public Library (March & April, 2014)

**May 2014:**

- Presented Village of Rowlett project plan (May 6, 2014)
- Present Development Agreement documents for formal Council consideration (May 20, 2014)

As a matter of perspective, the decision towards this Development Agreement and other Economic Development assistance like it started in September 2010 when the City set out to update the Comprehensive Plan. From that point forward the *Realize Rowlett 2020* process was driven by the Community's vision and the goal to provide long-term fiscal sustainability for the City. Four of the City's main guiding principles that will be met by the subject project are as follows: "*value existing neighborhoods*", "*maximize the benefits of major public infrastructure investments (existing and planned)*", "*make Rowlett a Community that is attractive to people at all stages of their life*", and "*invest in places of lasting value and distinctive character*".

It was acknowledged throughout the *Realize Rowlett 2020* Phase II process that while the FBC provides applicants with a more streamlined process by allowing for administrative approvals; this is paired with much higher design standards than conventional zoning, which in turn will produce projects that will retain long-term value to the City. However, it also requires a more substantial investment from the development community up front than conventional zoning projects. Thus City participation will be required, especially in the first few catalyst projects for each development type, in order to prove up the market and remove barriers to development.

The Village of Rowlett project is the first significant Downtown “Urban Village” project to be formally submitted to the City since the adoption of the FBC. It meets the full intent of the FBC, and is aligned with the original vision for “Downtown” as noted in the Comprehensive Plan. Thus, City participation is in line with the statements outlined in both the Comprehensive Plan and the Strategic Downtown Plan regarding the need to “remove barriers to investment” and the importance of looking at all individual projects as contributing to the City’s overall success.

Both the project itself and the related Development Agreement documents have been thoroughly vetted not only by City Staff, but by the City’s representative Chris Coble of Black Label Real Estate (BLRE) and the City’s third party real estate economists in order to ensure that it meets the expectations for the Form Based Urban Village District both by way of design and fiscal sustainability. Throughout our proactive and strategic approach in selecting a development partner for Downtown Rowlett the City has engaged and communicated regularly to stakeholders and decision makers the market realities to achieve the community’s vision. The Village of Rowlett is an unprecedented investment for Downtown and for Rowlett as a whole. This vision requires a partnership of public sector investments that have not occurred before, and requires an activation of a market that currently doesn’t exist in Rowlett. This vision required the City to be proactive in selecting a development partner with the experience and qualifications (Attachment 3) to produce the kind of place that will spur heightened activity for Downtown. The City has known throughout our planning process (from the Strategic Downtown Plan) that a catalytic project like the Village of Rowlett would require a partnership and financial investment from the City that may exceed 25 percent of the project value to cover infrastructure and requirements of the FBC design standards. Without the City’s public investment and partnership, this vision would more than likely not materialize. The Village of Rowlett project will require a partnership and public investment of approximately 20 percent and is in line with the expectations needed and is critical to realizing the long term vision for Downtown.

Based on that and for all the reasons presented above Staff, BLRE, and the City’s third party real estate economists are supportive of the Development Agreement documents which outline the partnership between the City and Integral Development, LLC and Catalyst Urban Development, LLC.

## **DISCUSSION**

For this project, the City strategically engaged the development community by proactively recruiting through the RFQ process. Upon recommendation by the Downtown RFQ Advisory Committee and formal selection by City Council on December 17, 2013 of the Integral/Catalyst team; City staff, BLRE, and the City’s third party real estate economists, reviewed said partnership structure and began a lengthy negotiation process with briefings to City Council in Executive Sessions’ to arrive at the Development Agreement terms outlined below.

The City of Rowlett has adopted by resolution a Policy Statement for Economic Development Incentives. Said policy statement indicates that the City of Rowlett is committed to the promotion of high quality development in all parts of the city and to an ongoing improvement in the quality of life for its citizens. In so far as these objectives are generally served by the

enhancement and expansion of the local economy, the City of Rowlett will, on a case-by-case basis, give consideration to providing incentives as stimulation for economic development in Rowlett.

The following is a summary of the key provisions within the Development Agreement documents:

Integral & Catalyst – Developer Roles & Provisions:

- Commencement of Construction – April 1, 2015, subject to mutually agreed extensions
- Completion of Construction – No later than twenty-four (24) months from Commencement of Construction
- Shall obtain and secure appropriate financing to pay for the full design, engineering, development and construction of the Project, and shall demonstrate, to the City's satisfaction, that appropriate funds or financing have been secured for the Project's full development
- Minimum Private Investment of approximately \$24 million for improvements as per the Concept Site plan. (Attachment 1)
- Construction and funding \$2.4 million of infrastructure improvements for all roadways, water, wastewater, stormwater and public realm improvements for the project subject to reimbursement by the City through 380 grants
- Shall install all public realm improvements in the project according to high standards as defined in the agreements and pay associated Municipal Management District (MMD) special assessments for ongoing maintenance as levied
- Construction, funding and completion of three-story mixed use building fronting Main Street to house the Rowlett Public Library in approximately 11,700 square feet of ground floor space
- Enter into a Purchase & Sale Agreement for the appraised value of the property with the City through the Rowlett Chamber Foundation
- Enter into a five-year lease for the Rowlett Public Library and provide \$233,900 tenant improvement allowance to City for improvements of finishing space
- Pay all other normal City fees, building permit and inspection fees, etc.

City of Rowlett – Roles & Provisions:

- Enter into a Purchase & Sale Agreement for the appraised value of property with Integral & Catalyst through the Rowlett Chamber Foundation and provide a 380 grant for said appraised value.
- Waiver of impact fees in exchange for Integral & Catalyst constructing all public infrastructure improvements.
- Reimbursement of infrastructure improvements for all roadway, water, wastewater, stormwater and public realm improvements for the project through 380 grants not to exceed \$1,950,000.
- Annual 380 grants equal to one hundred percent (100%) of City ad valorem property taxes paid by Integral & Catalyst for the property for a period of fifteen (15) years with a net present value equivalent of approximately \$2,000,000.

- Recapture (claw back) provision should Integral & Catalyst breach or fail to meet any one or more of the performance obligations then they will refund all 380 grant amounts previously paid or waived.
- Reverter provision in which the property would revert back to the City should Integral & Catalyst fail to commence construction or complete construction per the dates above.
- Develop a transition plan for the Rowlett Public Library to include continuous operations in a short-term location until the Library space is completed on the ground floor in the project's most prominent building on Main Street.
- Develop a transition plan for the Rowlett Chamber of Commerce per our existing Cooperation Agreement and discuss the potential for relocation of the existing building.

In addition to the above, Staff provides the following information as it relates to the partnership structure:

- Partnership structure is performance driven, Integral & Catalyst must secure financing; make an approximate \$24 million private investment; complete construction and annually pay 100% of City ad valorem property taxes before receiving annual 380 grant in the form of 100% rebate of ad valorem taxes over 15 year period.
- \$6 million public investment over 15 year period nets \$24 million in private investment by early 2018, which equates to 4:1 return ratio.
- Public investment represents 19.9% "gap" on \$30 million project – at low end of the range for catalyst projects.
- Property today (City owned) doesn't generate any property tax revenue.
- Catalytic nature of Village of Rowlett project expected to spur additional private investment throughout Downtown District of approximately \$200 million over the next 10-15 years which could generate approximately \$1,500,000 annually in property tax revenue for the City.

## **FINANCIAL/BUDGET IMPLICATIONS**

Since this is a public/private partnership, the Development Agreement document structure is performance driven and the project's financial impact is summarized above and in the charts below.

The Village of Rowlett project will be a \$30,000,000 single-phase investment generating nearly \$225,000 annually in property tax revenue and \$15,000 - \$45,000 annually in sales tax revenue to the City; creating a significant number of indirect construction jobs; and providing a diversification of housing options and unique commercial/retail options for the citizens of Rowlett. The charts below provide additional information on the public/private investment and direct economic impact of this project:

<b>Village of Rowlett Project</b>	<b>Approximate</b>
Value of Private Investment	\$24,000,000
Value of Public Investment	\$6,000,000
Annual City Property Tax Revenue	\$225,000
Annual City Sales Tax Revenue	\$15-45,000
Catalytic Effect on future development within Downtown District	\$200,000,000 over next 15 years
<b>Project specific Return on Public Investment</b>	<b>\$4 to \$1</b>

<b>Public Private Partnership</b>		
<b>Private Investment</b>		
Equity & Debt		24,243,515
Total Private Investment		24,243,515
<b>City Investment</b>		
Land Contribution (subject to appraisal)		1,650,000
Public Infrastructure		2,400,000
Property Tax (380 Grant/TIF)		1,968,449
Total City Investment		6,018,449
<b>Total Public Private Investments</b>		<b>30,261,964</b>

<b>CITY INVESTMENT - SOURCE OF FUNDS</b>		
Land Contribution (subject to appraisal)		1,650,000
Public Infrastructure		
Impact Fees		450,000
Existing Impact Fee Fund Balance		1,250,000
CIP Funds		700,000
Property Tax (380/TIF)		1,968,449
<b>Total Public Investment</b>		<b>6,018,449</b>

## **RECOMMENDED ACTION**

Staff recommends Council move to approve a resolution authorizing the Mayor to execute the Development Agreement documents with Integral Development LLC & Catalyst Development LLC.

## **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, APPROVING DEVELOPMENT AGREEMENT DOCUMENTS WITH INTEGRAL DEVELOPMENT, LLC AND CATALYST URBAN DEVELOPMENT LLC, PERTAINING TO THE VILLAGE OF ROWLETT PROJECT; AUTHORIZING THE MAYOR TO ENTER INTO THE AGREEMENTS AND EXECUTE OTHER DOCUMENTS AS NECESSARY ON THE CITY'S BEHALF; AND, PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Rowlett, Texas, has negotiated Development Agreement documents with Integral Development, LLC and Catalyst Urban Development, LLC, for the development of the Village of Rowlett project, which, when completed, will involve the development and construction of facilities and utility infrastructure to serve a new mixed-use development of approximately 215 urban living units, nearly 20,000 square feet of activated commercial space, and over 400 parking spaces; and

**WHEREAS**, the Agreement provides for economic development grants through waivers of impact fees and the rebate of ad valorem property taxes for a period of 15 years of the development; and

**WHEREAS**, the project is designed and will be constructed according to the City's recently-enacted Form Based Codes, and the successful development of the project, which would not occur in the absence of the partnership structure and associated grants, is in the best interest of the citizens of the City.

**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 does hereby accept and approve the Development Agreement documents attached hereto and incorporated herein, and does hereby further authorize the Mayor of the City of Rowlett, Texas, to execute the Agreements and other documents as necessary on the City's behalf.

**Section 2:** This resolution shall take effect immediately upon its passage.

## **ATTACHMENTS**

Attachment 1 – Village of Rowlett Concept Site Plan

Attachment 2 – Village of Rowlett May 6<sup>th</sup> City Council Presentation

Attachment 3 – Integral/Catalyst Qualifications & Experience





# VILLAGE OF ROWLETT

*A New Town Center of Sustainable Development*

Project Vision and Conceptual Ideas

May 6<sup>th</sup>, 2014



## Site & Market Analysis

### Why Downtown Rowlett?

- The City's proactive leadership as evidenced by this process is a critical ingredient to the long term success of Downtown Rowlett
- Visioning and policy efforts to date have coalesced community support also necessary for this success
- Public land holdings allow for a catalytic investment effort in the core of the community
- We believe a properly executed TOD can have a transformative impact on the community's awareness of downtown
- The proximity of schools to the downtown district provides the opportunity for a dialogue with GISD to further customize their offerings
- We believe this location can provide a new kind of village center that combines various land uses, mixed densities, and public venues in a unique and historic TOD setting



## Downtown's Context

### Strengths:

- Unique historic agri-commercial street character
- Proximity to PGBT and DART
- Existing retail and services on 66
- Proximity to the lake
- Suburban “edge” identity and quality perception
- Walkable schools for all grades
- **Potential to strengthen identity as Rowlett’s “center of town”**

### Challenges:

- Lack of activated programming
- Contrasting development on both sides of DART rail
- Main Street is overly wide
- Poor commercial positioning
- Lack of distinct market presence
- Lack of infrastructure south of Main on public land
- **Market comparables**



## A Process to Induce Change

- The City prepared visionary plans and enacted proactive policies towards the issuance of an RFQ
- Integral / Catalyst responded to the City's RFQ
- We have studied downtown and its context, and have worked with SMU graduate students (CEE 8326 Sustainable Development) to further brainstorm our proposal and programming concepts
- We have researched the marketplace and determined a mix of land uses that we believe can be financed
- We have worked closely with City staff in the preparation of multiple plan concepts leading to a refined master plan strategy
- We stand ready to implement the following development strategy and related master plan



# Our Development Strategy



## PHASED STRATEGY:

1. CREATE THE “ATTRACTION”  
Strengthen a unique regional identity for Rowlett by building on its past to create a new walkable village center
2. BUILD ON THIS “NUCLEUS”  
In follow up phases, leverage the village center identity to better position the land around the core for new investment through infill redevelopment

# A Unique Mixed-Use Village within an Agrarian Town Center Theme



# A Small Town "Resort" Experience



Quality Traditional Building Form



Resort-Style Amenities



Quality Urban Streetscapes and Frontage



Yoga Lawn



Dog Park



Community Garden



Luxurious Sophisticated Living

Photo and Planning Credit: RTKL Associates Inc

# A Vibrant Daytime-Nighttime Experience on Main Street



## Defined by Mixed-Use Urban Buildings in Key Locations



## Engaging and Pleasant Streetscapes Throughout



Photo and Planning Credit: RTKL Associates Inc



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# VILLAGE OF ROWLETT

*A New Town Center of Sustainable Development*



# Offering an Agrarian Town Center Identity



# Ripe with "People Places"



Photo and Planning Credit: RTKL Associates Inc



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## VILLAGE OF ROWLETT

*A New Town Center of Sustainable Development*



## Garden Courts and Mature Trees



## Connected Pocket Parks



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# VILLAGE OF ROWLETT

*A New Town Center of Sustainable Development*



## And Meaningful Municipal Buildings and Gathering Places



## Phase One Site

- Need for Building Infill and Gateway
- Large front lawn disconnects Main Street experience
- Irregular urban edge and development sites
- Need for urban streetscape
- Large existing trees and drainage feature
- Single family adjacency
- Existing street connection points



- Main Street is overly wide and lacks visual hierarchy
- Large setback in front of City Hall disconnects a defined Main Street experience
- Need for urban streetscape along parking street stub
- Single family adjacencies
- Middle school within walking distance
- Primary development site lacks visibility

# Master Plan

- New retail infill buildings along Main Street including restaurant/bar with outdoor music picnic and dance plaza north of water tower
- New live work and townhome infill along Dennis Street
- Existing library block redeveloped as mixed-use development
- Central green combines community garden, pool and residential amenities
- Pocket greens and carriage units
- Existing trees retained around drainage feature



- Current development proposal and pocket park on Main Street
- Mixed-use municipal center development block (new city hall building, adaptive reuse of existing city hall to library and new community center expansion building)
- Public parking surrounding municipal block along streets
- Carriage way resident club as visual terminus
- Pocket park within street and carriage residences with private gardens combine with existing tree line to create transition to existing community

## Creating a Mixed-Use Main Street Frontage





Bird's Eye View of the Village Center



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# VILLAGE OF ROWLETT

*A New Town Center of Sustainable Development*



## Offering a Central Green and Resident Clubhouse





View of the Community Club



View of the Central Green

## Rowlett Street Building Types

3 Story Apartments with Live/Work Ground Floor to Accommodate Market Flexibility while Creating Urban Streetscape



2 Story Rowhouse Bungalows with Porches Facing Front Lawns and Formal Urban Streetscape, and Having Private Gardens Behind



## Ponder Street Building Types

3 Story Apartments with Front Yards along Streetscape to define a More Green-Urban Streetscape



2 and 3 Story Lofts with Front Stoop Entries Facing Urban Streetscape, Private Garages, Mezzanine Bedrooms, Unique Materials and Views



## Pocket Green Building Types

3 Story Townhomes with Rear Parking Court, Private Garages, and Urban Streetscape Frontage along Dennis Street



2 and 3 Story Green Carriage Residences with Streetscape Frontage on Dennis, Internal Mews and Pedestrian Greens, or Christine. Each has Private Garages and Vaulted Spaces



# Our Goal is the Creation of a Destination Unique to Rowlett







# CITY OF ROWLETT

Request for Qualifications for Urban  
Master Development Partner for  
Downtown Rowlett / RFQ #2014-01

**Integral / Catalyst Team**

Friday, November 1, 2013

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## VILLAGE OF ROWLETT

*Resort Living in a Sustainable Mixed-Use Setting*



# CITY OF ROWLETT RFQ #2014-01

Urban Master Development Partner for Downtown Rowlett



**The Integral Group**  
Atlanta, GA  
Tel: 404.224.1860  
[www.integral-online.com](http://www.integral-online.com)



**Catalyst Urban Development**  
Dallas, TX  
Tel: 214.446.3918  
[www.catalysturban.com](http://www.catalysturban.com)

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## VILLAGE OF ROWLETT

*Resort Living in a Sustainable Mixed-Use Setting*



## CITY OF ROWLETT RFQ #2014-01

Integral Development LLC and the Integral Development Team (comprised of Catalyst Urban Development/Urban Design and Urban Engineers/WDG/Hue Design/Paper Kites Studio) welcomes the opportunity to serve as the Urban Master Developer for Downtown Rowlett's Development in downtown Rowlett as described in the Request for Qualifications. As requested, enclosed you will find one original copy and one electronic version of our proposal. Our Development Concept will focus on four central components:

- Transform the downtown Rowlett site/s into a catalyst development/s that will spur further investment in the downtown area as envisioned in the Rowlett 2020 downtown vision studies.
- Activate a neighborhood scaled commercial/civic/retail corridor and create a high-quality pedestrian experience that will connect residents, the surrounding community, Rowlett's civic services and DART riders.
- Create a vibrant/active community environment by integrating high-quality residential, that would include a range of housing options from perhaps a workforce component to upper market-rate housing.
- Create a sustainable development through contextual design and New Urbanist principles.

Our project team is uniquely qualified to meet these goals; bringing a unique combination of National and Local/DFW development experience. We believe our Team is uniquely qualified to leverage this experience to the advantages of the Downtown Rowlett Development. The Integral Development Team has successfully completed more than 50 similar development projects - transformed hundreds of acres of land, in 15+ cities and 10+ states and developed more than 10,000 housing units.

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## VILLAGE OF ROWLETT

*Resort Living in a Sustainable Mixed-Use Setting*



## CITY OF ROWLETT RFQ #2014-01

- With a focus on resurrecting old or creating new urban neighborhoods to provide more environmentally sound/sustainable people-friendly communities, the Integral Team specializes in blending housing, retail, office and civic venues within organized public gathering spaces through our leading-edge master plan/master developer services and residential development expertise.
- Our ability to leverage the Integral Development Team's institutional knowledge, extensive track record and internal resources in market rate and community development, property management, construction and infrastructure program management places us at the forefront of the mixed-use and Transit oriented (TOD) development industry.
- We are firmly committed to economic revitalization which is sustainable both in a market/business sense as well as being green/smart-growth. Its projects often involve complex financing structures that include direct public funds (local, state and federal), tax incentive-backed capital, and conventional private debt and equity capital. The Integral Group has consistently demonstrated that it understands what it takes to successfully plan, develop and operate a project that transforms the identity of a community.
- Navigating through the challenges of developing a project in politically and community sensitive environments is a particular strength of The Integral Development Team. A large number of our projects have been some manner of public-private partnerships on a combination of ground leased and freehold land. We have successfully partnered with redevelopment authorities, Transit Authorities, housing agencies, municipalities, and other governmental entities across the nation and specifically in the local/Dallas area.

We understand the importance of this project to the City of Rowlett and it's citizens, to DART and the other Stakeholders. We will consistently focus on the City's objectives outlined in the Rowlett 2020 Plan, the Downtown Rowlett Vision Plan and other vital plans that affect Rowlett and will be committed to achieving the overall strategic goals that Rowlett seeks. We look forward to the opportunity to work with the city of Rowlett on this exciting project and appreciate the opportunity to submit our Qualifications.

Sincerely,

Art Lomenick, President of Development  
The Integral Group

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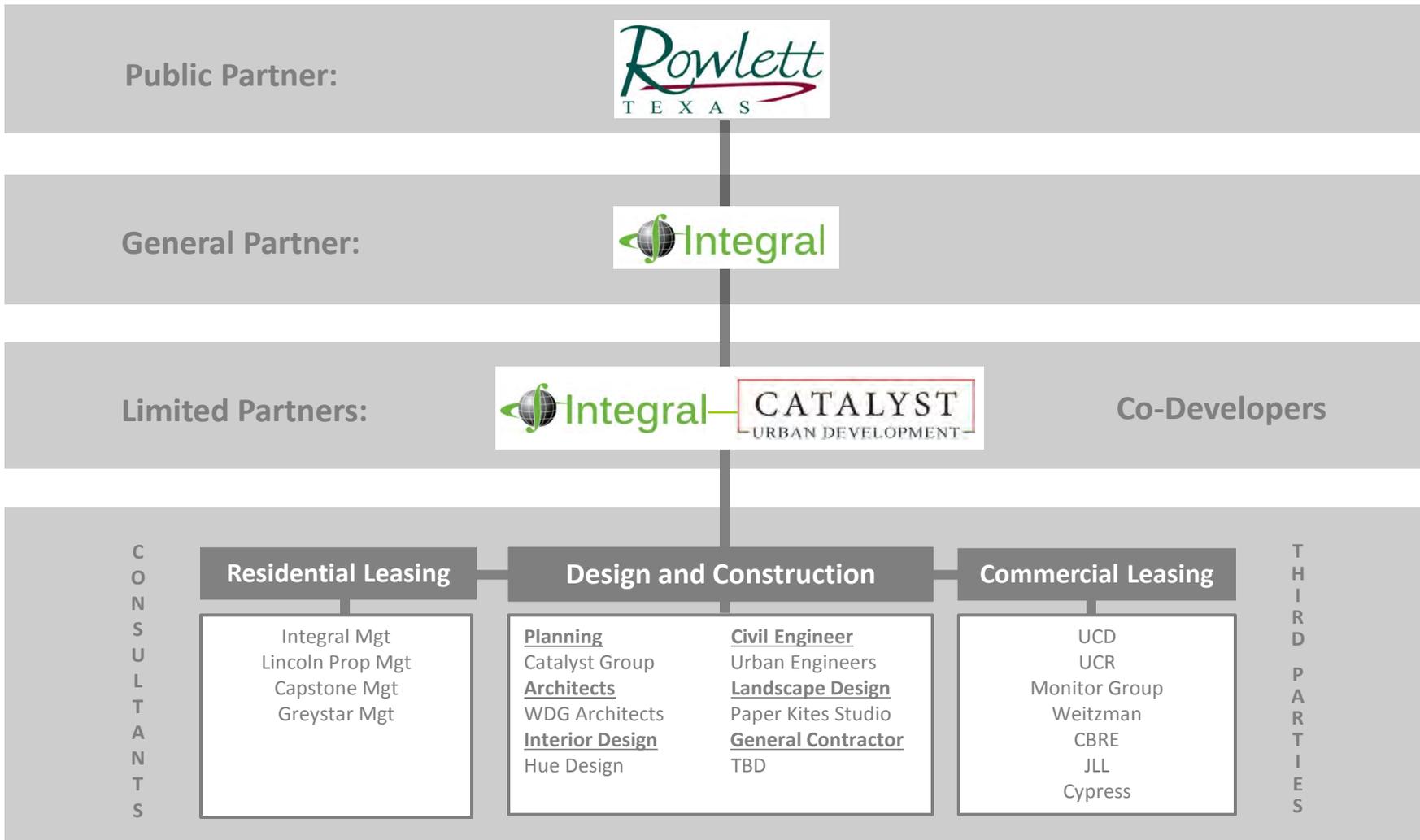
## VILLAGE OF ROWLETT

*Resort Living in a Sustainable Mixed-Use Setting*



# Integral / Catalyst Team

# Organizational Chart



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## Integral Experience -- Development Lead

- Integral's Development Division has successfully completed more than 50 projects with a total development cost approaching \$2 billion
- Developed hundreds of acres of land, in 12 cities and 9 states, developing nearly 7,000 housing units
- Highly successful at transforming well positioned, yet overlooked locations, into vibrant communities using creative financing & quality urban design
- Instrumental in creating healthy & sustainable urban centers that offer high quality of lifestyle opportunities & stimulate much needed economic development



### DESOTO TOWN CENTER – DESOTO, TX

- Moved city hall, library, performing arts center & health club into a shuttered shopping center
- Surface parking redeveloped into a mix of housing, retail & offices on system of pedestrian-oriented streets & a public plaza



### 5<sup>TH</sup> STREET CROSSING – GARLAND, TX

- Catalyst for revitalizing the historic Garland downtown area
- Public/private partnership, consists of 189 residential units with ground floor retail
- City of Garland participated in land assemblage, financial contribution & entitlement assistance



### UPTOWN DALLAS – DALLAS, TX

- Directed Development of over 2,000 housing units within 11 different buildings from 1993-2001
- Involved various forms of public/private partnership, including TIF & PID



### ADDISON CIRCLE – ADDISON, TX

- Worked with Town of Addison to establish development guidelines & public funding mechanisms to enhance viability

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## Integral Leadership -- Development Lead



### **Art Lomenick**

#### **President – Development**

- More than 25-years of mixed-use and master development experience, including Public-Private Partnerships
- Formerly Sustainable Development Leader for Parsons Brinckerhoff within the Place Making group
- Held senior leadership positions with the Staubach Company (now JLL), Columbus Realty Trust, High Street Residential, & Post Properties
- Worked directly with Catalyst Principal Paris Rutherford in the planning & development of Addison Circle & Legacy Town Center



### **Egbert Perry**

#### **Chairman and CEO**

- Real Estate, Construction, & Community Development professional for over 30 years
- Founded Integral in 1993 with a mission to “create value in cities and (rebuild the fabric of communities)”
- Experienced developer and/or builder of residential, office, retail, mixed-use, & industrial projects
- Graduate of the Wharton School at the University of Pennsylvania



### **Christopher Motarella**

#### **President and Managing Partner, Investment Management**

- Formerly Managing Director at Huron Consulting Group, a \$1 billion market cap NASDAQ company, and Founder/CEO of Urban Residential, an investment management firm focused on the development of urban mixed-use projects
- Developed over \$1 billion in real estate & completed joint venture projects with institutional partners including Apollo Real Estate Advisors, Abu Dhabi Investment Authority, Prudential Real Estate, Bank of America, the Carlyle Group, & New York Common Fund
- Built & managed development fund for the \$6 billion real estate investment group Boston Financial
- Graduate of Duke University & the Wharton School at the University of Pennsylvania

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## Catalyst Experience -- Co-Development Lead

- For over 20 years, Catalyst personnel have created planning & development strategies that have yielded successful mixed-use & transit-oriented developments while earning over 80 national, regional, & local industry awards
- Catalyst's capital market efforts have culminated in over \$1.3 billion of combined public & private financing completed through over 120 transactions since 2009
- Our principals have worked together for over 8 years and our team has over 75 years of collective experience
- We currently have \$170M in new development and are completing \$74 million in construction



### LAS COLINAS STATION – IRVING, TX

- \$44.6M traditionally financed development
- Co-Development Joint venture with Lennar
- 5-story TOD with 373 class-A apartments
- Directly across from Las Colinas DART Rail Station
- Construction start in 2<sup>nd</sup> Q 2014

### LANCASTER URBAN VILLAGE - DALLAS, TX

- \$30M public private partnership with Dallas
- Delivering quality mixed use TOD in one of the City's most difficult market areas
- Created innovative capital strategies that are now being used by HUD and the City of Dallas elsewhere

### KELLER SPRINGS LOFTS – ADDISON, TX

- \$38M traditionally financed development
- Orchestrated land assembly, entitlement and development through pre-construction disposition
- Planned to achieve mixed use over time as market evolves and matures
- Latest phase expansion of Addison Circle

### LEGACY TOWN CENTER – PLANO, TX

- Nationally regarded as one of the most successful town centers in the United States
- Completed the Urban Design & Planning strategy
- Helped attract all non-residential developers
- Assisted Art Lomenick in residential implementation

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## Catalyst Leadership -- Co-Development Lead



**Paris Rutherford**  
Principal, Catalyst Urban Development

- 24 year experience focusing on the creation of engaging mixed-use & transit-oriented development
- Orchestrating current development pipeline of \$170M in mixed-use & transit-oriented development
- Received over 80 national, regional and local industry awards
- 20 year experience working directly with Art Lomenick on 33 built developments including Legacy Town Center, Addison Circle, Uptown Dallas, Midtown Houston, St. Luke's District in Denver, the 5th Street Loft District in Austin, the Roosevelt District in Phoenix, Paseo Colorado in Pasadena, CA, Desoto Town Center, Downtown Garland & others
- Former President of Woodmont Investment Company, Practice Leader of RTKL Associates' Global Planning Practice, & Director of RTKL itself
- Graduate of the University of Southern California & Harvard University
- Mission is the creation of *Great Places* as measured in economic, experiential, and community terms



**Rhys Heinsch**  
Principal, Catalyst Urban Development

- 10 year experience focusing on successful financing strategy for real estate investments
- 8 year experience directing capital market efforts with Paris Rutherford
- Specializes in complicated capital assemblies & public private partnerships
- Orchestrating capital procurement on Catalyst's current development pipeline of \$170M
- Arranged over \$1.3 Billion in debt and equity across 140 transactions including both traditional & joint public/private financing since 2009
- Former Vice President of Woodmont Investment Company, Principal of Cole Investment Consulting, & investment analyst at Crow Family Holdings
- Graduate of the McCombs School of Business at the University of Texas at Austin

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## WDG Architecture

Lead Architect



WDG provides architecture, master planning & interior design, with award winning work in cities across the country.

### Mixed-Use & TOD Experience

- Arlington Gateway, in Arlington, Texas – A 1.2 million sf mixed-use development, including office, apartments, condos, & a hotel
- Savoye at Vitruvian Park in Addison, Texas – A retail & residential mixed use development
- 2400 San Jacinto in Dallas, Texas – A 21 story building with below grade parking, Class A office space & residential flats
- Taylor Building in Dallas, Texas – a 17 story residential tower with 8 story parking garage
- The Shore in Austin, Texas – A 22 story residential tower with 192 multifamily units
- Legacy at Memorial in Houston, Texas – A 25 story residential building with zen garden & other features
- Victory Park – The terrace & the Vista in Dallas, Texas – A major mixed use development with 222 multifamily units, 45,000 sf of retail & below grade parking

## Urban Engineers Group

Civil / Infrastructure & Traffic Analysis



Urban Engineers is a Dallas-based engineering firm specializing in Municipal Engineering, Transit, & Land development.

### Project Experience

- Preston Hollow Village, 42 acre Mixed-Use Development, Dallas, TX
- Park Central, 22 Acre Multi-Family Apartment Complex, Dallas, TX
- DeSoto Town Center, 15 acre Mixed-Use Development, DeSoto, TX
- Cityville Southwestern Medical District – Phase I, 5 acre Mixed-Use Retail Tract, Dallas, TX
- Cityville Carlisle, 3 acre Mixed-Use Retail Tract, Dallas, TX
- The Dwell at Turtle Creek, 2.4 acre Multi-Family Residential Development, Dallas, TX
- Cityville Greenville Mix-Use Retail, 4 acre Mixed-Use Tract, Dallas, TX
- Cityville Southwestern Medical District – Phase II & Cityville Lemmon Ave. Master Plan, 22 acre Mixed-Use Retail, Dallas, TX
- Southlake Town Square, 30 acre Mixed-Use Tract, Southlake, TX

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## Hue Design

Interior Designer

### HUE DESIGN

Hue Design provides interior architecture and interior design, with award winning work in projects across Texas.

### Project Experience

Past clients include:

- Inland American
- Boulevard Builders
- AMLI Residential
- Criterion Development Partners
- Lennar Multifamily
- Catalyst Urban Development

Past projects include:

- The Monterey – Dallas, TX
- Cityville Carlisle – Dallas, TX
- Cityville Oak Park – Dallas, TX
- Cityville Greenville – Dallas, TX
- University House Fullerton – Fullerton, CA
- Valencia Townhomes – Dallas, TX

## Paper Kites Studio

Landscape Architect

### Paper Kites Studio

Paper Kites is a full-service landscape design studio that focuses on creating simple, modern and engaging landscape and outdoor spaces.

### Project Experience

Paper Kites previous clients include single family residences throughout Texas, and commercial and multifamily properties throughout the region.

Past multifamily projects include:

- Sylvan Thirty – Dallas, TX
- Level Urban Apartments – Oklahoma City, OK
- McKinney Urban Village – McKinney, TX

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## Development Philosophy & Approach

Each of the Integral Development team's projects is a result of strong, public/private partnerships. It is a unique collaboration in which all parties benefit as each operates in specific areas of expertise. Our Team has successfully partnered with housing authorities, redevelopment agencies, municipalities, counties, and state and federal agencies across the nation, with an emphasis in the Southeast. We believe igniting real change begins with relationships between the public and private sectors and have worked diligently establishing great relationships with city officials, council members, state agency representatives and others.

The Development Team is very active in a number of public-private partnerships with local governments and cities that are seeking private sector approaches to utilizing public assets. Grouping highly experienced private sector developers with the public sector is a sure opportunity to deliver an exceptional community.

In addition, the Integral Development Team is currently involved in major public-private TODs that will reshape not only counties, but the state of Texas. Integral was recently named as one of the developers in the Multi-Modal Passenger Terminal (MMPT) project, the most significant transit oriented development in the Atlanta region.

The Integral Development Team relies on a menu of financing structures organized under public-private partnership umbrellas. The Development Team has worked extensively with city, county, and state officials to create first class projects that ignite change throughout communities. We understand the complexity of The City of Rowlett's vision. As an experienced Master Developer, the Integral Development Team, working with state, regional, city and other key stakeholders – will achieve your objectives. We can evidence years in business, many similar projects in our portfolios, a history of structuring successful public-private partnerships and deep relationships which will provide assurance that value can be maximized and jobs created. Our nationwide TOD experience has given us the opportunity to work with municipal and transit authorities in a spirit of cooperation to implement catalyst projects.

We envision the City of Rowlett and other public entities as partners for this project. As such, we will solicit their support and input to help accomplish the tasks and objectives of making downtown Rowlett a premier development for the City of Rowlett. This could range from assistance with entitlements, input on planning, or identifying funding for public portions of the project.

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## Design Philosophy & Approach

The center of any community is its downtown. A healthy downtown is the heart of the community and facilitates connectivity for its residents, first with one another, and second through all activities social, civic and commercial. The city of Rowlett has worked very hard to make sure that, in addition to the intrinsic assets of community, governmental and commercial uses, all the right external components are now in place to foster this goal, from the new DART rail station to PGBT, to the new urban plaza bridging across the rail, this is the perfect opportunity for great things to happen.

With a focus on protecting existing downtown investments while exploiting new opportunities, the design team will focus on crafting a new urban environment that is vibrant, active, and vital, providing the urban framework to become the economic engine of Rowlett's future prosperity. This project is the catalyst, a unique condition where the union of public and private investment forms a commitment to the greater community to establish something holistic and special - a unified Downtown District. Rowlett has a lot of challenges with the existing location of the city facilities, but we see that as a unique opportunity for civic integration into a new downtown that transcends the traditional model.

Creative responses to the urban conditions will focus on not just one project, but a commitment to all stakeholders that this should be a development over time with the ability to address changing market conditions and be equipped with the tools to endure beyond what we can foresee.

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## Interest in the Opportunity

The Integral Development Team has been developing communities in the Dallas Metroplex area over the last 30 years. Their experience ranges as the catalyst developer for uptown Dallas to the master developer for the City of Garland, Addison Circle, Legacy Town Center and Downtown Carrollton. Integral has been closely following the City of Rowlett's evolution as it became a TOD city over the last 5 years.

Integral and its Executives have successfully completed more than 50 development projects totaling approximately \$5 billion. Our company has transformed hundreds of acres of land, in 14 cities and 8 states, developing more than 7,000 housing units. Integral has been highly successful at transforming well positioned, and sometimes overlooked corridors into vibrant communities of choice.

With a focus on resurrecting old or creating new urban neighborhoods to provide more environmentally sound, user-friendly communities, we specialize in blending housing, retail, office and civic venues within organized public gathering spaces through our leading-edge master plan/master developer services and residential development expertise. With the capability to develop unique mixed-use / TOD communities , such as urban infill, edge city, and the adaptive re-use of historic buildings, we apply our strengths in neotraditional planning, design, and architecture to create these human-scale, immersive districts.

We are very excited to present the Integral Development Team and our team approach for this important project. We strongly believe from our collective experiences that a collaborative and close/trusting relationship must be established between the development team and City of Rowlett for a truly successful and vibrant sense of place to be established in this downtown development. The Integral Development Team, if selected, will strive with all of our resources and ensure that a collective and trusting relationship is formed so that a wholly successful is developed.

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## Financial Capacity

The Integral Development Team is a vertically integrated national real estate investment firm founded in 1993 and focused on the revitalization and enhancement of urban communities in major markets throughout the United States. The firm and its principals have led investments in major urban master planned communities and urban mixed-use projects. Key products include multifamily, senior housing and student housing as well as retail, office, hospitality, infrastructure and parking.

Our financing approach decidedly draws from our extensive development experience. Our team has performed planning in concert with implementation in cities across the Country. We feel it vital to utilize past funding measures that have worked for us in previous projects while accessing funding options through a variety of contacts known by our team. We will work diligently to pursue public (local, state and federal) funding and private debt and equity to collectively support the implementation of the program.

Key to the project's success will be identifying and securing major economic engines that will drive sustainable growth for generations. This project team understands these dynamics and the complexities that they entail – and has the creativity and capability to deliver.

Our ability to raise capital, even in the worse financial markets was demonstrated when we closed several deals during the downturn of the credit market in 2008. The Integral Development Team cannot overstate the importance of its experience in working with complex projects and developing innovative financing structures. We intimately understand public, private, partnership (P3) models, including all of the alternatives available to achieve success for both private equity investment and public participation. When appropriately structured and applied, P3s are the primary vehicles for creating value over time by incentivizing private capital and aligning public and private interests.

The firm and its senior executives have completed transactions in excess of \$5 billion in a variety of urban markets with various institutional partners through both discretionary fund vehicles and joint ventures. Integral would like to emphasize that our company is in sound financial condition, and have excellent relationships with lending institutions as well as other sources of equity.

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## Pre-DA Requirements

As a large national development firm, we will have underwriting criteria and will need approval of our investment committee to enter into a DDA.

## Existing Relationships

Past relationships for Integral include working with Linda Humboldt at the city of Desoto as the master developer for the Town Center. Integral and Catalyst have worked with DART and Dallas-area TOD in the past and in current projects.

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## Why the Integral/Catalyst team?

- Art Lomenick and Paris Rutherford have worked together closely for over 20 years on nationally recognized successful places
- Our working relationship has resulted in 33 built projects across DFW, Los Angeles, Houston, Atlanta, Tampa, Phoenix, and Denver among other cities
- Both together and individually, we have worked on some of the region's most successful and recognized TOD's including Mockingbird Station, Addison Circle, Downtown Plano, Galatyn Station, Downtown Garland, DART Orange Line through Irving, etc
- We have a successful working relationship with our design and engineering consultants
- Our shared philosophy has caused us to form a strategic alliance to undertake developments such as Downtown Rowlett



Paseo Colorado, Pasadena, CA



State/Thomas / Uptown, Dallas, TX



Uptown District - Dallas, Texas



Addison Circle - Addison, TX



Uptown Square, Denver, CO



Addison Circle, Addison, TX



The Domain - Austin, TX



Mockingbird Station - Dallas, TX



5th Street Loft District, Austin, TX



Legacy Town Center, Plano, TX



Downtown Plano, TX



Roosevelt District - Phoenix, AZ



Houston Midtown, TX



Park Avenue Winterpark, FL



Woodlands Town Center - TX



Paseo Colorado - Pasadena, CA



State/Thomas District Dallas, TX



Roosevelt District, Phoenix, AZ



Legacy Town Center - Plano, TX



The Triangle - Austin, TX



Downtown Garland, TX



DeSoto Town Center, DeSoto, TX



West Village - Dallas, TX



Midtown District - Houston, TX

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# City of Rowlett

## Staff Report

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

**AGENDA DATE:** 05/20/14

**AGENDA ITEM:** 8D

### **TITLE**

Consider a resolution canvassing the results of the General Election held Saturday, May 10, 2014, for the positions of Councilmember Place One, Councilmember Place Three, and Councilmember Place Five.

### **STAFF REPRESENTATIVE**

Laura Hallmark, City Secretary

### **SUMMARY**

The City of Rowlett is a Home Rule city operating under the Council/Manager form of government. The governing body – the City Council, is comprised of seven members who are elected at large by the voters of Rowlett. The manner in which Councilmembers are elected is mandated by the City Charter and State Law.

In order to conduct each election, State Law mandates that the governing body first orders the election, the election is conducted, and the results have to be accepted or “canvassed”.

### **BACKGROUND INFORMATION**

At their meeting of February 4, 2014, the City Council ordered a General Election to be held on Saturday, May 10, 2014, for the purpose of electing Councilmembers for Places One, Three, and Five. This election was held in conjunction with 38 other entities and conducted in a joint election contract with the Dallas County Elections Department.

### **DISCUSSION**

The canvass is the official tabulation of the election results and is done by the City Council under the Texas Election Code and the Rowlett City Charter. The canvass is made no earlier than the third day nor later than the eleventh day after Election Day. This ensures the tabulation of all provisional and absentee ballots. The results are considered unofficial until the canvass.

### **FINANCIAL/BUDGET IMPLICATIONS**

N/A

### **RECOMMENDED ACTION**

Staff recommends Council approve the resolution canvassing the results of the General Election held on Saturday, May 10, 2014, for the positions of Councilmember Place One, Councilmember Place Three, and Councilmember Place Five.

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, CANVASSING THE VOTES TO DECLARE THE RESULTS OF THE GENERAL ELECTION HELD SATURDAY, MAY 10, 2014, FOR THE POSITIONS OF COUNCILMEMBER PLACE ONE, COUNCILMEMBER PLACE THREE, AND COUNCILMEMBER PLACE FIVE; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT REMEMBERED THAT** on this the 20<sup>th</sup> day of May 2014, at a meeting of the City Council of the City of Rowlett, Texas, a quorum being present, the meeting was called to order and the following business was transacted.

**WHEREAS**, upon motion it was unanimously ordered that the City Council consider the official returns of a municipal election held in the City on May 10, 2014, for the election of Councilmember Place One, Councilmember Place Three, and Councilmember Place Five.

**WHEREAS**, upon said official returns were opened, examined, canvassed and the results declared as follows:

**CANVASS OF RETURNS AND DECLARATION OF RESULTS**

**WHEREAS**, heretofore, the City Council of the City of Rowlett, Texas, called a municipal election to be held in the City on Saturday, May 10, 2014, to elect Councilmember Place One, Councilmember Place Three, and Councilmember Place Five for a three-year term; and

**WHEREAS**, immediately after said election the Presiding Judge and other officials holding said election made their returns of the results thereof to the City Council as follows, and said returns being made according to law, and duly authenticated, and it being shown that written notice of said election was posted for the time and in the manner provided by law, and all other proceedings pertaining to said election having been shown to have been done and performed at and within the manner provided by law, and all papers pertaining thereto having been returned and filed with the City Council and no protest or objection being made to or regarding any matter pertaining to said election.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS** after examining said returns and opening and canvassing the votes of said election that the results of said election are as follows:

<b>BALLOTS</b>	<b>% OF</b>
<b>CAST</b>	<b>VOTERS</b>
898	2.6%

That the following number of votes were cast for the following named candidates for the office of Councilmember Place One to-wit:

<b>NAME</b>	<b>EARLY VOTING</b>	<b>ELECTION DAY</b>	<b>TOTAL VOTES</b>	<b>% OF VOTES</b>
Robbert van Bloemendaal	477	232	709	100%

It appearing that Robbert van Bloemendaal received a majority of all votes cast for the office of Councilmember Place One. Robbert van Bloemendaal is hereby declared to be elected to the office to serve a three-year term after qualifying.

That the following number of votes were cast for the following named candidates for the office of Councilmember Place Three, to-wit:

<b>NAME</b>	<b>EARLY VOTING</b>	<b>ELECTION DAY</b>	<b>TOTAL VOTES</b>	<b>% OF VOTES</b>
Carl Pankratz	478	233	711	100%

It appearing that Carl Pankratz received a majority of all votes cast for the office of Councilmember Place Three. Carl Pankratz is hereby declared to be elected to the office to serve a three-year term after qualifying.

That the following number of votes were cast for the following named candidates for the office of Councilmember Place Five to-wit:

<b>NAME</b>	<b>EARLY VOTING</b>	<b>ELECTION DAY</b>	<b>TOTAL VOTES</b>	<b>% OF VOTES</b>
Pam Bell	279	147	426	47.44%
Rick Sheffield	306	166	472	52.56%

It appearing that Rick Sheffield received a majority of all votes cast for the office of Councilmember Place Five. Rick Sheffield is hereby declared to be elected to the office to serve a three-year term after qualifying.

**Section 1:** It is further ordered that this canvass and declaration of results of said election be entered in the Minutes of the City Council and that said officers, after being qualified and having taken the oath, shall serve during the term and thereafter until a successor is duly elected and qualified.

**Section 2:** This Resolution, declaring the results of the election shall become effective immediately upon its passage.

## **ATTACHMENT**

Attachment 1 – Election Results

Mayor ~ Todd Gottel  
 Mayor Pro Tem ~ Chris Kilgore  
 Deputy Mayor Pro  
 Tem ~ Michael Gallops



*A unique community where families  
 enjoy life and feel at home*

City Council ~  
 Doug Phillips  
 Tammy Dana-Bashian  
 Carl Pankratz  
 Debby Bobbitt  
 City Manager ~ Brian Funderburk

**GENERAL/SPECIAL ELECTION MAY 10, 2014  
 UNOFFICIAL RESULTS**

**COUNCILMEMBER PLACE 1**

NAME	EARLY VOTING	ELECTION DAY	TOTAL VOTES	% OF VOTES
Robbert van Bloemendaal	477	232	709	100%

**COUNCILMEMBER PLACE 3**

NAME	EARLY VOTING	ELECTION DAY	TOTAL VOTES	% OF VOTES
Carl Pankratz	478	233	711	100%

**COUNCILMEMBER PLACE 5**

NAME	EARLY VOTING	ELECTION DAY	TOTAL VOTES	% OF VOTES
Pam Bell	279	147	426	47.44%
Rick Sheffield	306	166	472	52.56%

Unofficial results posted at 8:00 p.m.

*Laura Hallmark*

Laura Hallmark, City Secretary